

# Adirondack Daily Enterprise

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## Deed throws a wrench into Crescent Bay plan



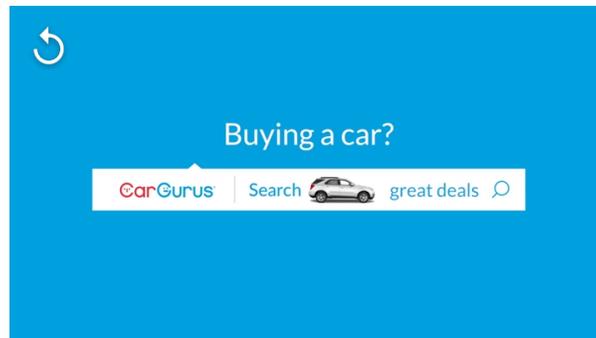
Crescent Bay Marina on Lower Saranac Lake is seen this week as developers discovered their purchase of the marina did not include the lake bottom itself, throwing a wrench into future plans. (Enterprise photo — Glynis Hart)

**SARANAC LAKE** — Plans to expand the Crescent Bay Marina on Lower Saranac Lake hit a snag last week, when developers discovered their purchase of the marina didn't include a critical piece — the bottom of the lake, where the boat moorings are located. A quit-claim deed, dated Jan. 26, 2017, names Acme of Saranac, LLC, as the owner of 11 acres in Saranac Lake, much of which is directly in front of the marina. Although the marina

has been using those moorings for as long as anyone can remember, if the deed is legal, developers say their plans cannot go through.

According to Mike Damp, a partner in Lake Saranac Marina, the development plans for the marina depend on expanding the docks and include the mooring area. However, the Adirondack Park Agency cannot approve the plans unless LS Marina owns the land where the moorings are located.

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Attorneys for LS Marina asked the Supreme Court of New York to declare LS Marina the lawful owner of the mooring area. In a memorandum filed Oct. 31, Briggs Norfolk LLP argued that the marina has been using the moorings since the early 1970s, and in all that time no one has objected. No other owner had been known to exist, and Crescent Bay Marina sold the property fully believing it had the right to include the moorings.

In December 2013, Damp brought plans for the expansion before the Harrietstown planning board. As a member of LS Marina, he wanted to buy the marina and expand it. The LA Group works as a consultant for LS Marina.

The Crescent Bay property had been falling into disrepair under the old owners, said Damp, and they had been trying to sell it for some time. LS Marina was a local, family operation, he went on, and he promised the new marina would be an asset to the community — both economically and environmentally.

The expansion would affect two properties: the main marina, covering a little over 3 acres, on state Route 3, and an annex of 5 acres on Lake Street. The main marina, which had 70 boat slips and 12 mooring balls, would be replaced with 175 slips with covered docks; the annex property would increase its 80 boat slips to 110.

The planning board eventually approved the plan, but not every member of the public was happy about it. Some worried about the increase in traffic on Lake Street. Two neighbors of the marina, Charlie Wilson and William Curran of Trillium Way, objected to the size of the development. Wilson brought the objections of the Lower Saranac Lake Shore Homeowners Association with him in a letter, which he read aloud to the planning board. Curran, a retired Adirondack Park Agency official, said that the original application to the APA mentioned only 52 boat slips and said nothing about the annex.

According to the court documents, Curran is behind Acme of Saranac, LLC, which is registered to the address 15 Trillium Way — Curran's address.

LS Marina is crying foul over the sudden appearance of the deed. In an affidavit submitted to the court Oct. 31, Damp noted that they had submitted a pre-application for the project to the planning board before closing the purchase. Crescent Bay thought they were selling property which included the land under the moorings, and LS Marina thought they were buying that land, too.

After they closed on the property, an arduous review process, involving six public hearings, finally led to the planning board's approval of the marina expansion in May 2015. In June 2015 LS Marina applied for, and received, a special permit for floating docks.

Next, the project went to the APA. Several rounds of gathering more documents to complete the permit application followed.

Almost three years after starting the application process, on April 12, 2017, LS Marina received a letter from the APA.

*“Specifically, we needed to establish ownership of a portion of the lake bottom,”* wrote Damp. *“It came as a surprise to my business partner, our project team and me.”*

Initially, wrote Damp, the Department of Environmental Conservation believed the state owned the underwater land, but, as it turned out, 11 acres in Saranac Lake belonged to a descendant of Donald Russell Moreau. In September 2016, Damp had gone looking for that descendant, and found one, Dee Dee Moreau, a real estate agent living in Nevada.

*“I approached Ms. Moreau and explained to her our findings that Moreau may or may not own a piece of land under the water of our current marina including the mooring field. Ms. Moreau did not know that this underwater piece existed and was surprised I was calling.”*

According to the document, Damp provided Moreau with maps and old deeds for her to look over.

A few months later, in January 2017, the estate of Dee Dee’s father, the late Donald Moreau, sold the 11 acres of lake bottom to Acme of Saranac Lake, LLC, for \$50,000.

Attorneys for LS Marina are asking the state Supreme Court to declare LS Marina the real owner of the property. Their case rests on several arguments:

1. That as long as anyone remembers, the marina, founded by Harry Duso in 1924, has included the area in front of the docks. In the early ’70s the marina installed swing moorings in front of the docks and began charging boat owners to use them.
2. The marina owns the property through *“adverse possession,”* a legal term that applies to land ownership through use. Because the marina has always openly used the land, and because LS Marina has visibly improved it, acting as a lawful owner would, it is entitled to the land.
3. When someone buying a property knows there may be a conflict with the deed, that person is supposed to behave as *“a reasonably prudent*

*purchaser*” would and look into it.

Since Acme of Saranac, LLC knew about the permit applications and the marina’s long established use of the dock and the mooring field, attorney Matt Norfolk wrote to the court, *“Defendant Acme... knowingly purchases a quit-claim deed of the underwater lot in an attempt to thwart LS Marina’s proposed expansion project.”*

Curran and Moreau did not respond to requests for comment. Damp referred questions to his attorney, Matt Norfolk.

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