



Tompkins County Clerk Recording Page

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Return To

J SCOTT HICKS
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Maureen Reynolds, County Clerk

Tompkins County Clerk
320 North Tioga Street
Ithaca, NY 14850
(607) 274-5431

Document Type: **DEED**

Receipt Number: 15-111402

Grantor (Party 1)

KASHDIN, ROBERT

Grantee (Party 2)

HICKS, J SCOTT

Fees

Recording Fee	\$20.00
Pages Fee	\$45.00
State Surcharge	\$20.00
TP-584 Form Fee	\$5.00
RP-5217 Form Fee	\$125.00
State Transfer Tax	\$440.00
County Transfer Tax	\$220.00
Total Fees Paid:	\$875.00

Transfer Amt: \$110,000.00

Instrument #: 2015-14797

Transfer Tax #: 000809

Property located in **Lansing**

State of New York
County of Tompkins

Recorded on December 10th, 2015 at 3:41:48 PM
with a total page count of **9**.

Tompkins County Clerk

This sheet constitutes the Clerk's endorsement required by section 319 of the Real Property Law of the State of New York

Do Not Detach

EXECUTOR'S and TRUSTEES' DEED

THIS CONVEYANCE, made the 9 day of December, Two Thousand and Fifteen, between

ROBERT KASHDIN, of 4853 Carey Drive, Manlius, New York 13104, as Executor of the Estate of John W. Hicks and as Co-Trustee FBO The Lansing Property Trust under Article Fourth of the Will of John W. Hicks and DOLORES E. HICKS, of 1693 East Shore Drive, Ithaca, New York 14850, as Co-Trustee FBO The Lansing Property Trust under Article Fourth of the Will of John W. Hicks, and individually,

the Grantors, and

J. SCOTT HICKS of 13 Waterwagon Road, Ithaca, New York 14850,

the Grantee,

WITNESSETH that the Grantors, by virtue of the power and authority to given in and by said Last Will and Testament, and in consideration of ONE HUNDRED TEN THOUSAND and no/100 DOLLARS (\$110,000.00) lawful money of the United States, paid by the Grantee, do hereby grant and release unto the Grantee, his successors and assigns forever, as follows:

ALL THAT TRACT OR PARCEL OF LAND described on SCHEDULE A annexed hereto and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the Grantors in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, his successors and assigns forever.

The Grantors, in compliance with Section 13 of the Lien Law, covenant that the Grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and the Grantors will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND said Grantors covenant that the Grantors have not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the Grantors have executed this deed the day and year first above written.

Robert Kashdin

ROBERT KASHDIN, Executor of the Estate of
John W. Hicks and as Co-Trustee FBO
The Lansing Property Trust under Article
Fourth of the Will of John W. Hicks

Dolores E. Hicks

DOLORES E. HICKS, Co-Trustee FBO The
Lansing Property Trust under Article
Fourth of the Will of John W. Hicks a
and Individually

John W. Hicks

RETURN
to
JW Hicks

STATE OF NEW YORK)
COUNTY OF Cortland) ss.:

On the 9 day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT KASHDIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL R. MAY
Notary Public, State of New York
No. 4829694
Qualified in Tompkins County
Commission Expires July 31, 2017

Michael R. May
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF Tompkins) ss.:

On the 9 day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared DOLORES E. HICKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL R. MAY
Notary Public, State of New York
No. 4829694
Qualified in Tompkins County
Commission Expires July 31, 2017

Michael R. May
NOTARY PUBLIC

This deed is also executed by J. Scott Hicks for the purpose of accepting the terms hereof.

J. Scott Hicks
J. SCOTT HICKS

STATE OF NEW YORK)
COUNTY OF Tompkins) ss.:

On the 9 day of Dec, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared J. SCOTT HICKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL R. MAY
Notary Public, State of New York
No. 4829694
Qualified in Tompkins County
Commission Expires July 31, 2017

Michael R. May
NOTARY PUBLIC

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lansing, County of Tompkins, and State of New York, bounded and described as follows:

BEGINNING at a point in the center line of Waterwagon Road, which point is located South 83° 42' 42" East measured along said center line a distance of 140.84 feet from the center line intersection of Waterwagon Road and New York State Route 34, a/k/a East Shore Drive, and which point of beginning is also located North 06° 49' 13" East a distance of 30.22 feet from a point marked by a set iron pin and cap;

Thence South 06° 49' 13" West a distance of 30.22 feet to a point marked by said set iron pin and cap;

Thence South 83° 42' 42" East a distance of 38.50 feet to a point marked by a set iron pin and cap;

Thence South 06° 49' 13" West a distance of 101.58 feet to a point marked by a set iron pin and cap;

Thence North 87° 33' 03" East a distance of 13.35 feet to a point marked by a set iron pin and cap;

Thence South 06° 01' 22" West a distance of 10.00 feet to a point marked by a set iron pin and cap;

Thence South 86° 39' 45" West a distance of 10.00 feet to a point marked by a set iron pin and cap;

Thence South 11° 00' 13" West a distance of 116.17 feet to a point marked by a set iron pin and cap;

Thence South 15° 27' 21" West a distance of 367.79 feet to a point marked by a set iron pin and cap;

Thence South 83° 21' 55" East (passing through a point marked by a set iron pin and cap at 165.00 feet) a total distance of 185 feet, more or less, to a point in the center line of a stream;

Thence Northeasterly along the center line of said stream a distance of 643 feet, more or less, to a point in the center line of said stream that is on a chord tie of North 59° 29' 24" East, 637.84 feet from the last described point;

Thence North 19° 40' 47" East a distance of 25 feet to a point marked by a set iron pin and cap at the southeasterly corner of premises reputedly owned by J. Scott Hicks (L. 744/P. 77);

Thence North 79° 20' 10" West along a southerly boundary of said J. Scott Hicks premises a distance of 205.20 feet to a point marked by a set iron pin and cap;

Thence North 10° 39' 50" East along a westerly boundary of J. Scott Hicks premises a distance of 63.64 feet to a point marked by a set iron pin and cap;

Thence North 79° 20' 10" West along a southerly boundary of J. Scott Hicks premises a distance of 325.00 feet to a point marked by a set iron pin and cap at a southwesterly corner of said J. Scott Hicks premises;

Thence North 06° 17' 18" East along the westerly boundary of said J. Scott Hicks premises (passing through a point marked by a set iron pin and cap at 86.14 feet) a total distance of 111.14 feet to a point in the center line of Waterwagon Road;

Thence North 83° 42' 42" West along said center line of Waterwagon Road a distance of 150.24 feet to the point and place of beginning, containing 5.4 acres (to center line of road).

TOGETHER WITH the following:

1. An easement 15 feet in width for the use, repair, maintenance and replacement of the existing water service line and associated pumps and electric lines from an existing water meter pit located within the bounds of New York State Route 34 and extending generally northeasterly across premises labeled proposed parcel "A" on the survey map hereinafter referred to to the westerly boundary line of the above described premises labeled proposed parcel "B" on the survey map hereinafter referred to, said location of the water service line being as shown on said survey map. This easement shall be 15' in width, the center line of which is the existing water service line. If the surface over such water service line is disturbed in the exercise of any of the easement rights granted, the party responsible shall reasonably restore the surface and shall not unreasonably interfere with the use of the real estate over which this easement extends.

2. An easement for use, repair, maintenance and replacement of utility lines and gas lines extending from public utility services across the premises labeled proposed parcel "A" as shown on the survey map hereinafter referred to, the location of such public utility lines being as shown on said survey map.

3. For so long as Dolores E. Hicks remains a resident of the premises at 1693 East Shore Drive in the Town of Lansing (being the premises labeled proposed parcel "A" on the survey map hereinafter referred to), the existing sign for East Shore Storage located northerly of the house on said proposed parcel "A" shall be maintained in its current condition comparable to the existing sign but with the telephone number being changed on said sign as instructed by the Grantee and with the name of the business being changed if the Grantee so desires (subject to the reasonable approval of Dolores E. Hicks), with the Grantee having the authority to enter from New York State Route 34 for maintenance of such sign (but with Dolores E. Hicks having the right to maintain any landscaping/flower beds in the vicinity of such sign as she reasonably arranges). If in the exercise of these rights any surface area is disturbed the party responsible shall reasonable restore the surface and shall not unreasonably interfere with the use of the real estate over which the sign is located. The rights under this paragraph shall terminate upon the discontinuance of Dolores E. Hicks residing in the premises at 1693 East Shore Drive in the Town of Lansing.

4. A 30' wide right-of-way extending from New York State Route 34 to the parcel conveyed herein, the southerly boundary of such right-of-way being the southerly boundary of the parcel labeled Proposed Parcel "A" on the survey map hereinafter referred to, said right-of-way being labeled on such survey map as "Proposed 30' wide R-O-W.

SUBJECT TO the following:

1. An easement for the use, repair, maintenance and replacement of the water service lines and associated pumps and electric lines currently existing on the conveyed premises, that serve the premises labeled proposed parcel "A" on the survey map hereinafter referred to (1693 East Shore Drive, Town of Lansing), with the location of such water service lines being as shown on the survey map hereinafter referred to. Said easement shall be 15 feet in width with the center line being the existing water service lines. If the surface over such water service line is disturbed when these easement rights are exercised then the party responsible shall reasonably restore the surface and shall not unreasonably interfere with the use of the real estate over which this easement extends.

2. An easement for the use, repair, maintenance and replacement of public utility lines and gas lines which extend from Waterwagon Road over the above conveyed premises to provide public utility services to the premises labeled proposed parcel "A" on the survey map hereinafter referred to, the location of such public utility lines being as shown on the survey map hereinafter referred to.

3. Rights of the public in and to that portion of the above conveyed premises located within the public highway of Waterwagon Road.

4. Pole line easements granted to New York State Electric & Gas Corporation as shown by easement recorded in Liber 455 of Deeds at Page 477 and as shown on the survey map hereinafter referred to and a pole line easement granted to New York Telephone Company as shown by easement recorded in Liber 651 of Deeds at Page 1029.

5. Rights of ingress and egress for those premises located westerly of and adjacent to the above conveyed premises over the existing gravel drive extending from and to Waterwagon Road from and to the easterly boundary line of the premises labeled proposed parcel "A" on the survey map hereinafter referred to, all as shown on the survey map hereinafter referred to.

6. A protective covenant that the surface of the portion of the above conveyed premises described as a rectangular shaped parcel at the extreme northwest corner of the above conveyed premises shall not be disturbed nor shall the surface be changed in any way that currently exists, including the right but not the obligation, of the owner of premises labeled proposed parcel "A" on the survey map hereinafter referred to mow the lawn or otherwise maintain the surface of such rectangular area. Such rectangular area is described as follows:

BEGINNING at a point in the center line of Waterwagon Road, which point is located South 83° 42' 42" East measured along said

center line a distance of 140.84 feet from the center line intersection of Waterwagon Road and New York State Route 34, a/k/a East Shore Drive;

Thence South $06^{\circ} 49' 13''$ West a distance of 30.22 feet to a point marked by a set iron pin and cap;

Thence South $83^{\circ} 42' 42''$ East a distance of 38.50 feet to a point marked by an iron pin and cap;

Thence North $06^{\circ} 49' 13''$ East a distance of 30.22 feet, more or less, to a point in the center line of Waterwagon Road;

Thence North $83^{\circ} 42' 42''$ West along the center line of Water Wagon Road a distance of 38.50 feet, more or less, to the point and place of beginning.

THE TERMS of paragraph 7 through and including 11, hereinafter set forth, shall be subject and subordinate to the mortgage granted on the same date as the date of this deed by J. Scott Hicks to First National Bank of Groton:

7. The right of Dolores E. Hicks to store rent free one boat in the East Shore Storage premises in a reasonably safe location as would be used for the storage of any other customer's boat and the right to store property in Unit #8 as it currently exists and the right to store tractors, machinery, and a motor vehicle as currently exists in the East Shore Storage premises rent free, with such rights to exist for the remaining life of Dolores E. Hicks.

8. For so long as Dolores E. Hicks is alive, the Grantee shall not cause or allow any mortgage, refinance, judgment, lien or other obligation that encumbers or could encumber the title to the real property conveyed above or any business assets located thereon, or any replacement of such assets or improvements on such real property, in an amount greater than One Hundred Ten Thousand Dollars (\$110,000.00) and Grantee further covenants and agrees that so long as Dolores E. Hicks is alive, Grantee shall not sell or otherwise convey any part of the above conveyed premises or any other business assets located thereon to any other individual or party without the express written consent of Dolores E. Hicks. The parties agree that monetary damages will not be sufficient for any breach of this provision and that in the event of a potential sale or conveyance of the premises in violation of this provision, Dolores E. Hicks shall have the right to seek specific performance and shall also be entitled to all other legal rights to enforce or otherwise compensate her for any violation of this provision. In the event that the Grantee contemplates selling or conveying any portion of the real property conveyed above or otherwise sell any convey any business assets located thereon, Dolores E. Hicks shall have an option to purchase back such premises for the sum of One Hundred Ten Thousand Dollars (\$110,000.00). All rights under this paragraph shall end upon the death of Dolores E. Hicks or upon her execution of a release of any such rights, in her discretion.

9. In the event J. Scott Hicks dies before Dolores E. Hicks, in such event Dolores E. Hicks shall have the option to buy back the real property and business assets conveyed herein and any replacement assets or other improvements on such real property (hereinafter referred to as the "property"), for the sum of One

Hundred Ten Thousand Dollars (\$110,000.00) or the mortgage balance on such property at the time of the death of J. Scott Hicks, whichever is less. In the event that Dolores E. Hicks chooses to buy back such property and three (3) or more years have passed since the closing on the sale of the property to the Grantee and Dolores E. Hicks has not, prior to the death of J. Scott Hicks, provided written notice to the Grantee by certified mail, return receipt requested, that the operation of the storage business or any other activities on such real property have been a nuisance or otherwise interfered with the quiet enjoyment of Dolores E. Hicks in her residence located adjacent to the business real property, then in such event if the option to buy back such property is exercised by Dolores E. Hicks she shall pay an additional \$15,00000 (but again subject to a maximum payment by her of \$110,000.00) to the Estate of J. Scott Hicks as the consideration for receiving back such property as described herein. Dolores E. Hicks or her agent shall provide notice of her execution of this option in writing mailed by first class mail or hand delivered to the Executor or other fiduciary of the J. Scott Hicks Estate within ninety (90) days of her receipt of written notice of the name and address of such Executor or other fiduciary and the name and address of the Court that appointed such Executor or other fiduciary. If such option is exercised, the closing shall occur within ninety (90) days after the notice of exercise provided by Dolores E. Hicks unless the failure to timely close is through no fault of Dolores E. Hicks who shall have the authority to use all legal means to compel completion of the closing. The price to be paid by her shall be applied to pay any mortgage or any other lien or encumbrance on the property such that good title is conveyed to her on such purchase. If Dolores E. Hicks or her agent fails to provide notice of exercise of this option within the aforementioned ninety (90) day time period of her receipt of written notice of the name and address of such Executor or other fiduciary then this option shall end.

10. For so long as Dolores E. Hicks is alive no chain-link fence or other barrier shall be placed or erected around or on any real estate being conveyed under this agreement herein without the express written consent of Dolores E. Hicks. During the life of Dolores E. Hicks there shall be no substantial change in the day-to-day activities carried out or allowed on the premises as compared to the business activities that have occurred there since the death of John W. Hicks, so as to preserve the residential use and quiet enjoyment of the neighboring property of Dolores E. Hicks. If the parties hereto disagree as to whether any portion of the restriction is violated, Robert Kashdin shall be enlisted to examine the facts and make a binding determination, but if he is then deceased or unavailable then a panel of three disinterested parties as described above shall have the authority to examine the facts and make such determination which shall be binding.

11. If the Grantee above defaults on any mortgage, note or other debt instrument associated with the financing of the purchase of the above conveyed premises, or associated with any refinancing of the premises (defined as any financing transaction resulting in a lien, mortgage, or other security interest in any of the real estate conveyed herein or business assets located thereon) in such event Dolores E. Hicks shall have authority to seek to assume any such mortgage or other debt instrument and to compel the Grantee to re-convey such real estate or business assets to Dolores E. Hicks

upon her assumption of such financial obligations. In such event, if the creditor involved does not agree to the assumption of the debt by Dolores E. Hicks then the Grantee shall fully cooperate in arranging for Dolores E. Hicks to obtain her own financing or otherwise to pay off or work out the debt involved that is secured by the premises as part of her receiving conveyance of the premises or business assets from the Grantee.

The above described premises are shown on a survey map labeled "SURVEY MAP SHOWING PROPOSED 2 LOT SUBDIVISION LANDS OF THE ESTATE OF JOHN W. HICKS MILITARY LOT 91; TOWN OF LANSING; COUNTY OF TOMPKINS; STATE OF NEW YORK" by Reagan Land Surveying, the certification of which is dated 07/06/2015, and which survey map is incorporated herein by reference and is being filed concurrently herewith in the Tompkins County Clerk's Office.

BEING A PORTION of the premises conveyed by deed of John William Hicks and Sylvia J. Dorschel to John William Hicks dated November 2, 1994 and recorded in the Tompkins County Clerk's Office on November 22, 1994 in Liber 740 of Deeds at Page 41. John William Hicks, a/k/a John W. Hicks, died testate on November 1, 2013 and Letters Testamentary on his estate were issued to Robert Kashdin by the Tompkins County Surrogate's Court on April 11, 2014. Letters of Trusteeship FBO the Lansing Property Trust (under Article Fourth of the Will of John W. Hicks) were issued to Robert Kashdin and Dolores Hicks (a/k/a Dolores E. Hicks) by the Tompkins County Surrogate's Court on April 11, 2014. Such Letters Testamentary and Letters of Trusteeship remain in full force and effect.