

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) made as of the th24 day of February 2025 by and between **THE CASTER FAMILY HOUSING TRUST** (hereinafter referred to as “Trust”) and the **VILLAGE OF MARCELLUS**, a municipal corporation with offices at 6 Slocombe Avenue, Marcellus, New York, 13108 (hereinafter referred to as “Village”).

RECITALS:

The Trust owns real property located at 9 Flower Lane, Marcellus, New York, as described originally in a Warranty Deed dated April 5, 2005 (“**2005 Deed**”) from Nathan R. Robbins and Jennifer P. Robbins to Jan J. Caster recorded in the Onondaga County Clerk’s Office in Book 4879 of Deeds at Page 471 on April 8, 2005, and further identified as Tax Map parcel 006.-03-08.0 (the “**Property**”) and Jan J. Caster subsequently conveying the same Property to Trust, Agreement by Warranty Deed dated January 30, 2006 recorded in the Onondaga County Clerk’s Office in Book 4926 of Deeds at Page 72 on January 30, 2006.

The parties previously entered into a Grant of Right of Way and Agreement dated February 27, 2012 and recorded in the Onondaga County Clerk’s Office on March 22, 2012 in Book 5193 at Page 785 purporting to grant the Village rights and obligations agreed between the Trust and the Village, (“**2012 Easement Agreement**”). The 2012 Easement Agreement refers to a prior unrecorded easement agreement between the Trust’s predecessor in title and the Village in 2000 (“**2000 Unrecorded Easement**”), providing for the Village to be responsible for the construction, maintenance and repair of a certain 15-inch subsurface storm water drainage pipe (the “**Drainage Pipe**”) connecting to a retainage forebay (“**Forebay**”) in a watery area of the Property known as Coon’s Pond (“**Coon’s Pond**”), situate at the southerly side of the Property.

By this Agreement, and upon its execution by the Trust and the Village and recorded in the Onondaga County Clerk’s Office, it is the intention of the parties that (i) the Trust would transfer to the Village that portion of the Property reflected on a preliminary survey of the entire property prepared by Ianuzi & Romans, P.C. and attached hereto as Exhibit “A” (“**Preliminary Survey**”) and such area to be more particularly described in metes and bounds which description is attached hereto as Exhibit “B”, (“**Transfer Area**”) and (ii) the 2012 Easement Agreement, the 2000 Unrecorded Easement Agreement and any other rights of the Village to the Property after such transfer would terminate and be replaced by the terms of this Agreement including an access road easement (“**Access Road Easement**”) to be granted by the Trust to the Village simultaneously with the execution of this Agreement granting the

Village access to the Transfer Area, which Access Road Easement would be reflected on the Preliminary Survey and described in metes and bounds set forth on Exhibit "C" attached hereto.

It is further the intention of the Trust and Village to clarify and settle any issue or matters regarding the rights and obligations concerning the subject matter of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Trust shall transfer good and marketable title to the Transfer Area for which a Warranty Deed shall be executed and delivered by the Trust to the Village along with-NYS forms TP-584 and RP-5217 to be filed by the Village in the Onondaga County Clerk's Office and for which any related filing fees and any transfer taxes shall be paid by the Village upon filing. The Village thereafter shall provide the Trust filing receipts of such documents as proof of payment of such fees.

2. The Village shall cause to be prepared by Ianuzi & Romans, P.C. the "Preliminary Survey" prior to the conveyance of the Transfer Area showing the Transfer Area, access road recited in the Access Road Easement (defined in Paragraph 3 below) and their respective legal descriptions in metes and bounds. Prior to the parties being bound to this Agreement, the parties shall agree upon the configuration of the Preliminary Survey. The Preliminary Survey shall be at sole cost and the expense of the Village and Jan Caster shall be present when the Survey is configured and designed. It is intended that the configuration and design of the Access Road Easement have the least negligible appearance to the Property while providing the Village necessary access.

3. The Access Road Easement shall be granted by the Trust to the Village by separate instrument to be executed and delivered by the Trust to the Village and for the Trust to record in the Onondaga County Clerk's Office. Such easement would begin on the North side of the Property along 9 Flower Lane, Marcellus, New York. The Access Road Easement shall, at its beginning point, be approximately 20 feet wide opening up to approximately 30 feet wide where the access road meets the Transfer Area. This will allow the vehicles used by the Village in construction, maintenance and repair of the Drainage Pipe sufficient room to maneuver around the Forebay. The Village shall be responsible for the cost of any filing fees for the Access Road Easement. If the parties cannot agree to the terms of the Access Road Agreement by June 30, 2025, this Agreement shall become null and void unless the parties agree in writing to extend the deadline.

4. Once the Transfer Area is conveyed to the Village and its Warranty Deed recorded, and the Access Road Easement granted and recorded, the Village shall notify the Trust by 48 hours' notice prior to the Village's entry to the Property except in emergency or exigent circumstances.

5. The Access Road Easement shall be left in its current state and not paved; however, in the event damage is caused by the Village by its use, the Village shall restore the damaged area to its original condition within two (2) weeks.
6. The creation and maintenance of the Access Road Easement shall be binding on the Trust's successors and assigns.
7. After the transfer of the Transfer Area to the Village, at the request of the Trust, the Property shall be re-assessed by the Town Assessor.
8. Upon the closing of the transfer of the Transfer Area, adjustments and/or reimbursements for pre-paid real property taxes shall be made from the transfer date to the end of the respective fiscal years for the Property's Village, Town and County and School taxes for such pre-payment. The amount of the reimbursement shall be equal to one third of the current assessed valuation of the land (excluding structures) of the Property.
9. On and after the transfer of the Transfer Area to the Village, in the event that any damage is caused by the Village to the Property, including the Access Road Easement, the Village, at its sole cost and expense, within two weeks shall repair the damage so caused, to restore the Property to its prior condition.
10. The Village, at its sole cost and expense, shall remove the 2 trees highlighted in green on the attached proposed Access Road Easement marked Exhibit "C" and remove the tree stump highlighted in red on said Exhibit "C" prior to the Village's Use of the Access Road Easement.
11. The Village at its cost and expense shall be responsible to obtain a "Minor Lot Adjustment" under the Town of Marcellus Code Article III, Section 205, prior to the transfer of the Transfer Area.
12. Upon the completion of the transfer of the Transfer Area by the recording of the Warranty Deed referred to under Paragraph 1, above, the filing of the Access Road Easement referred to under Paragraph 3, above, and the removal of the trees and stump under Paragraph 10, above, a final survey shall be prepared by Ianuzi & Romans, P.C. ("Final Survey") and filed in the Onondaga County Clerk's Office at the Village's sole cost and expense. All survey work performed by Ianuzi & Romans, P.C. recited herein shall be at the Village's sole cost and expense including the cost of filing the Final Survey.
13. To the fullest extent permitted by law, the Village shall indemnify, defend and hold the

current Trust, its successors and assigns, its agents, employees or invitees from any and all claims damages, losses and expenses suffered by the current Trust, its successors and assigns, including and not limited to reasonable attorney's fees and expenses arising out of or resulting from the Village's use of the Access Road Easement or Transfer Area under this Agreement.

14. The Village shall timely comply with all rules and regulations of the New York State Department of Environmental Conservation.

15. This Agreement, including the exhibits attached hereto, shall be recorded in the Office of the Onondaga County Clerk

IN WITNESS WHEREOF, the parties hereto have signed their names this 24 day of February 2025.

THE CASTER FAMILY HOUSING TRUST

By Andrew M. Caster
ANDREW M. CASTER, TRUSTEE

VILLAGE OF MARCELLUS

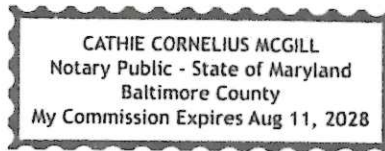
By Chad A. Clark
CHAD A. CLARK, MAYOR



STATE OF Maryland)
COUNTY OF Baltimore) ss.:

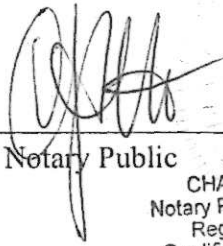
On the 27th day of February, 2025, before me, Andrew M. Caster personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Cathie C. McGill
Notary Public



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

On the 24 day of February, 2025, before me, Chad A. Clark personally appeared the Mayor of the Village of Marcellus, 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.



Notary Public
CHARNLEY A. ABBOTT
Notary Public, State of New York
Reg. No. 01AB6381323
Qualified in Onondaga County
Commission Expires 10-01-2026

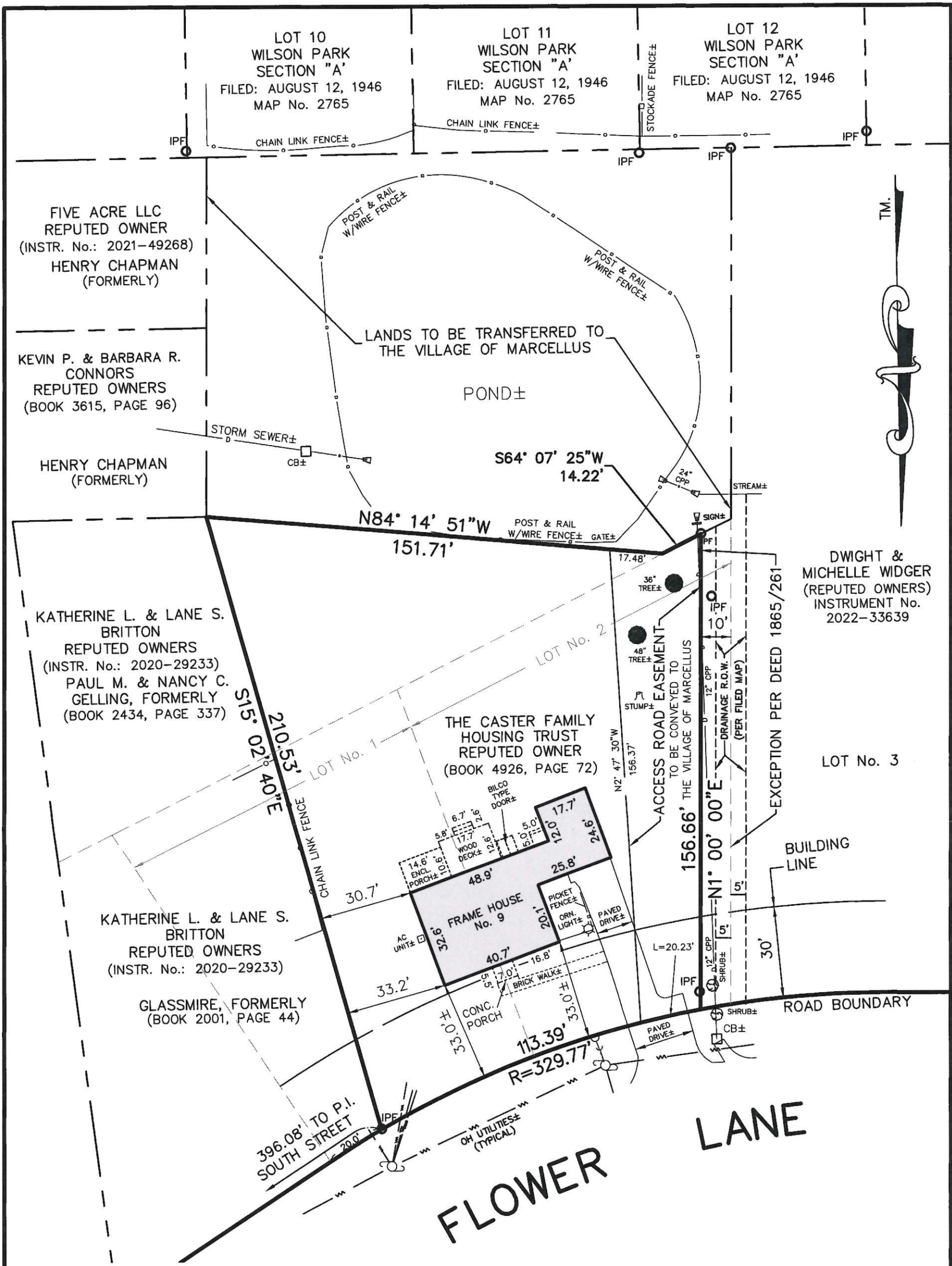


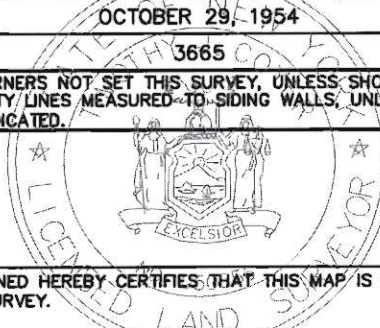
EXHIBIT "A"

NOTE: HOUSE MEASUREMENTS TAKEN ON SIDING.
 ○ IPF indicates iron pipe and/or pin found 02/2005.

Subject to any statement of facts an accurate and up to date abstract of title will show.
 Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

REVISED: JULY 7, 2025
 REVISED: JULY 2, 2025 SPELLING CORRECTION
 REVISED: JUNE 18, 2025
 RECERTIFIED: APRIL 16, 2025; REFERENCE: 13729.001; FB #1706.
 REVISED: MARCH 13, 2024 - EXCEPTION PAGE.
 REVISED: MARCH 12, 2005.
 RECERTIFIED: FEBRUARY 9, 2005; REFERENCE: 10919; FB #1123.

\\RSERVER\Civil 3D Projects\ONONDAGA COUNTY\TRACTS\BROOKVALE MANOR\dwg\P_0 LOTS 1_2_ADDL LAND\P_0 LOTS 1_2_ADDL LAND_R1.dwg

TRACT MAP	
BY:	H.W. EVANS, L.S.
DATE FILED:	OCTOBER 29, 1954
MAP NO.	3665
PROPERTY CORNERS NOT SET THIS SURVEY, UNLESS SHOWN. OFFSETS FROM PROPERTY LINES MEASURED TO SIDING WALLS, UNLESS OTHERWISE INDICATED.	
TO:	
	
THE UNDERSIGNED HEREBY CERTIFIES THAT THIS MAP IS MADE FROM AN ACTUAL SURVEY.	
N.Y.S. LICENSED LAND SURVEYOR	

<p>PART OF LOT Nos. 1 & 2 BROOKVALE MANOR & ADDITIONAL LANDS PART OF LOT No. 24 TOWN OF MARCELLUS ONONDAGA COUNTY, NEW YORK</p>	
<p>IANUZI & ROMANS LAND SURVEYING, P.C. 5251 WITZ DRIVE, NORTH SYRACUSE, NY. 13212 PHONE: (315) 457-7200; FAX: (315) 457-9251 EMAIL: mail@romanspc.com</p>	
DATE:	APRIL 16, 2025
SCALE:	1" = 40'
FILE:	506.101
FB:	1123

LOT 10
WILSON PARK
SECTION "A"
FILED: AUGUST 12, 1946
MAP No. 2765

LOT 11
WILSON PARK
SECTION "A"
FILED: AUGUST 12, 1946
MAP No. 2765

LOT 12
WILSON PARK
SECTION "A"
FILED: AUGUST 12, 1946
MAP No. 2765

FIVE ACRE LLC
(REPUTED OWNER)
INSTRUMENT No.
2021-49268

KEVIN P. &
BARBARA R.
CONNORS
(REPUTED OWNERS)
BOOK 3615, PAGE 96

LANDS TO BE TRANSFERRED TO
THE VILLAGE OF MARCELLUS

POND±

S64° 07' 25"W
14.22'

N84° 14' 51"W
17.48'

THE CASTER FAMILY
HOUSING TRUST
(REPUTED OWNER)
BOOK 4926, PAGE 72

LOT No. 3

DWIGHT &
MICHELLE WIDGER
(REPUTED OWNERS)
INSTRUMENT No. 2022-33639

KATHERINE L.
& LANE S. BRITTON
(REPUTED OWNERS)
INSTRUMENT No. 2020-29233

LOT No. 1
BROOKVALE MANOR
FILED: OCTOBER 29, 1954
MAP No. 3665

LOT No. 2

ACCESS ROAD EASEMENT
TO BE CONVEYED TO
THE VILLAGE OF MARCELLUS
156.66'

FRAME HOUSE
No. 9

BUILDING LINE


P.O.B.

ROAD BOUNDARY

FLOWER LANE

R.O.W. MAP No. 602

REVISED: JULY 7, 2025
REVISED: JULY 2, 2025 SPELLING CORRECTION

TRACT MAP	
BY:	H.W. EVANS, L.S.
DATE FILED:	OCTOBER 29, 1954
MAP NO.	3665
PROPERTY CORNERS NOT SET THIS SURVEY, UNLESS SHOWN, OFFSETS FROM PROPERTY LINES MEASURED TO FOUNDATION WALLS, UNLESS OTHERWISE INDICATED.	
TO:	
	
THE UNDERSIGNED HEREBY CERTIFIES THAT THIS MAP IS MADE FROM AN ACTUAL SURVEY.	

RIGHT-OF-WAY FOR
INGRESS/EGRESS
FOR
THE VILLAGE OF MARCELLUS
PART OF LOT No. 24
TOWN OF MARCELLUS
ONONDAGA COUNTY, NEW YORK

**IANUZI & ROMANS
LAND SURVEYING, P.C.**
5251 WITZ DRIVE, NORTH SYRACUSE, NY. 13212
PHONE: (315) 457-7200; FAX: (315) 457-9251

DATE:	JUNE 18, 2025
SCALE:	1" = 30'
FILE:	13799 001 FR.

Subject to any statement of facts an accurate and up to date abstract of title will show.
Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.

EXHIBIT "C"