



FULTON COUNTY – STATE OF NEW YORK  
 LINDA KOLLAR, COUNTY CLERK  
 223 West Main Street, Johnstown, NY 12095

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2020-59399

Receipt#: 2020426145  
 Clerk: FC  
 Rec Date: 01/07/2020 02:35:31 PM  
 Doc Grp: RP  
 Descrip: DEED  
 Num Pgs: 8  
 Rec'd Frm: RICK RUBY

Party1: BALBOAA LAND DEVELOPMENT INC  
 Party2: CAROGA ARTS COLLECTIVE  
 Town: CAROGA

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 325.00

Transfer Tax  
 Transfer Tax 0.00

Sub Total: 0.00

Total: 325.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 882  
 Transfer Tax  
 Consideration: 0.00

Total: 0.00

Record and Return To:

CAROGA ARTS COLLECTIVE  
 C/O RICHARD RUBY  
 307 N. COMRIE AVENUE  
 JOHNSTOWN, NEW YORK 12095

This sheet constitutes the Clerk endorsement required by section 316A (5) for the Real Property Law of the State of New York

Linda Kollar  
 Fulton County Clerk

\*\*\*THIS IS NOT AN INVOICE\*\*\*

# QuitClaim Deed

THIS INDENTURE, made this 31<sup>st</sup> day of DECEMBER, 2019 between

**BALBOAA LAND DEVELOPMENT, INC.**, a New York Corporation, with business offices located at 8 W. Fulton Street, Gloversville, New York 12078, party of the first, *and*

**CAROGA ARTS COLLECTIVE**, a corporation formed under Section 402 of the New York Not-For-Profit Corporation Law, with an address of P. O. Box 1048, 1989 State Highway 10, Caroga Lake, New York 12032, parties of the second part.

**WITNESSETH**, that the parties of the first part, in consideration of -----One----- (\$1.00) DOLLAR lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby remise, release and forever Quit-Claim unto the party of the second part, its heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Caroga, County of Fulton and State of New York, and more particularly described on the annexed **SCHEDULE "A"** description.

BEING a portion of the premises conveyed by The Town of Caroga to Balboaa Land Development, Inc. by Deed dated October 30, 2019 and recorded in the Fulton County Clerk's Office on October 31, 2019 as Instrument Number 2019-58409.

The above deed is made subject to all enforceable covenants, easements, conditions and restrictions of record, if any, affecting said premises.

Grantor herein, its successors, heirs and assigns retains ownership of personal property consisting of the carousel and ferris wheel situated on the subject property, along with the unrestricted right, along with its agents and designees, to enter upon the subject property to use and maintain said carousel and ferris wheel. Such use shall be in conjunction with the use of same by the Grantee, it's agents and designees.

The Grantee, its successors, heirs and assigns, shall be responsible for providing electricity necessary to operate said carousel and ferris wheel for as long as each remains situated on the subject premises.

The Grantor herein retains the right to use the septic system located within the subject premises in conjunction with its use and future development of lands retained by the Grantor.

The Grantor shall be responsible for costs associated with connecting to or upgrading, the existing septic system for the benefit of use of the septic system by and for remaining lands of the Grantor.

The terms of a Donation Agreement between the parties hereto, executed contemporaneously herewith and attached hereto, shall be binding upon the parties hereto.


TOGETHER with the appurtenances and all the estates and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises granted unto the party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year set forth herein.

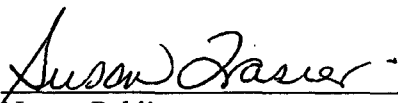
IN PRESENCE OF

BALBOAA LAND DEVELOPMENT, INC.

  
GEORGE ABDELLA, PRESIDENT

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

On the 31<sup>st</sup> day of DECEMBER, 2019, before me, the undersigned, personally appeared GEORGE ABDELLA, 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.

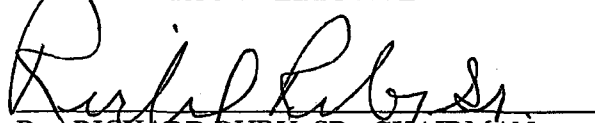
  
Notary Public

SUSAN G. FRASIER  
Notary Public, State of New York  
No. 01FR6008421  
Qualified in Fulton County  
Commission Expires May 4, 2018

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The Grantee herein, Caroga Arts Collective, joins in this deed to affirm its agreement and consent to be bound by all provisions set forth herein.

CAROGA ARTS COLLECTIVE

  
By: RICHARD RUBY, SR., CHAIRMAN

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

On the 2<sup>nd</sup> day of ~~DECEMBER~~ <sup>January</sup>, ~~2019~~ <sup>2020</sup>, before me, the undersigned, personally appeared RICHARD RUBY, SR., 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

SUSAN G. FRASIER  
Notary Public, State of New York  
No. 01FR6006421  
Qualified in Fulton County  
Commission Expires May 4, 2018  
<sup>22</sup>

Record and Return

## SCHEDULE A

### PARCEL 1

Beginning at the intersection of the southerly line of Bath Avenue and the southwesterly line of State Route 10, being the northeast corner of the lands of M & E Caroga Corp., running thence along the southerly line of Bath Avenue, being the northerly line of the lands of M & E Caroga Corp., the lands of the State of New York, the lands of Balboa Land Development Inc., the lands of Martha R. Mongato and through other lands of Balboa Land Development, Inc., S72°51'50"W 369.01' to the centerline of Caroga Lake Shore Drive, thence along the center of the road S06°12'26"W 103.46' thence through the lands of Balboa Land Development, Inc. S68°42'57"W 45.90' to the shoreline of West Caroga Lake, thence along the shoreline of West Caroga Lake the following fourteen courses; N00°52'08"E 185.75', N13°37'00"W 40.01', S85°45'12"W 10.76', N42°04'10"W 153.39', N43°59'56"W 86.68', N42°46'11"E 10.39', N43°12'35"W 37.94', N35°56'35"W 96.65', N58°31'17"W 28.86', N44°00'49"W 48.34', N22°51'40"W 52.03', N39°08'01"W 75.05', N72°48'15"W 97.59' and N82°04'42"W 16.94' to an iron rod set, thence along the southerly line of the lands of James J. & Thelma A. Subik N70°44'37"E 416.31' to an iron rod set in the southwesterly line of State Route 10, thence along the southwesterly line of State Route 10 the following three courses; S37°35'23"E 32.69', S07°48'36"W 49.89' to a highway monument, and S38°49'36"E 14.00' to the center of Mead Creek and the northeast corner of the lands of Kandycé E. Sprung, thence along the northwesterly, southwesterly and southeasterly lines of the lands of Sprung the following three courses; S59°08'46"W 114.61' along the center of Mead Creek, S37°57'00"E 105.54' to an iron pipe found, and N57°30'33"E 149.18' to an iron rod found in the southwesterly line of State Route 10, thence along the southwesterly line of State Route 10 S39°03'38"E 83.46' and continuing along State Route 10 S40°27'22"E 521.61' to the point of beginning, containing 5.754 acres.

Excepting and reserving any and all right title and interest that others may have to Caroga Lake Shore Drive and to Bath Avenue.

EXCEPTING THEREFROM the following:

BEGINNING at the southeast corner of the main pavilion building, running thence south along the east margin of Lake Shore Drive approximately 222 feet to a chain link fence erected in a southwesterly direction along lands heretofore retained by the Grantor in a conveyance by deed dated December 30, 2014 and recorded in the Fulton County Clerk's Office on December 31, 2014, as Instrument Number 2014-29646, thence running southwest along the boundary of said earlier retained lands to West Caroga Lake, running thence in a generally northern direction on the boundary of the lands of the Grantor and West Caroga Lake 215.86 feet to a point, thence in a generally southeasterly direction along a concrete wall running through the lands of the Grantor, a portion of which forms the foundation of said main pavilion building, to the point and place of beginning.

**PARCEL 2**

Beginning at an iron rod set in the northeasterly line of State Route 10 at the southwesterly corner of the lands of Mark Kane, thence along the southeasterly line of the lands of Mark Kane N49°35'50"E 225.00' to an iron rod set, thence along the northeasterly line of the lands of Kane and the lands of James J. & Thelma M. Subik N40°40'49"W 220.00' to an iron rod set, thence through the lands of Balboaa Land Development, Inc. N49°35'50"E 96.90' to an iron rod set, thence along the southerly line of other lands of Balboaa Land Development, Inc. S79°18'16"E 559.65' to an iron rod set, thence through the lands of Balboaa Land Development, Inc. S 49°08'51"W 412.43' to an iron rod set in the northeasterly line of the lands of Dimark Development Northville, LLC, thence along the northeasterly line of the lands of Dimark Development Northville, LLC and continuing through the lands of Balboaa Land Development, Inc. N40°51'09"W 145.86', thence continuing through the lands of Balboaa Land Development, Inc. the following two courses; N84°07'04"W 27.03', S56°29'09"W 241.95' to an iron rod set in the northeasterly line of State Route 10, and thence along the northwesterly line of State Route 10 N40°02'14"W 24.37' to the point of beginning, containing 2.806 acres.

Also including an easement for ingress and egress by foot or vehicle over a 20' wide strip of land more particularly described as follows: beginning at a steel fence post in the northeasterly line of State Route 10 at the northwest corner of the lands of Raymond & John R. Allen, running thence along the northeasterly line of State Route 10 N38°20'27"W 20.00', thence through the lands of Balboaa Land Development, Inc. the following two courses N50°10'09"E 139.20' and S78°00'26"E 185.21' to the northwesterly line of the above described parcel, thence along said northwesterly line S49°35'40"W 25.24' to an iron rod set at the northeast corner of the lands of James J. & Thelma M. Subik, thence through the lands of Balboaa Land Development, Inc. N78°00'26"W 160.10', thence continuing through the lands of Balboaa Land Development, Inc. and along the northwesterly line of the lands of Raymond & John R. Allen S50°10'09"W 130.00' to the point of beginning.

Excepting and reserving the right to use an existing gravel roadway passing over a portion of parcel 2 above described for ingress and egress by foot and vehicle to the remaining lands of Balboaa Development, Inc.

THE PREMISES conveyed herein are commonly known as 114 E. Shore Road, West Caroga Lake, Caroga Lake, New York 12032 and is identified as a portion of Tax Map and/or SBL No.: 68.18-1-23.5. Said premises are comprised of all or a portion of several parcels of land formerly identified by Tax Map and/or SBL Nos.: 68.18-1-23.1, 68.18-1-22, 68-1-46.12 and 83.6-1-1.2.

**DONATION AGREEMENT**

This Donation Agreement is entered into on this 31<sup>st</sup> day of December, 2019 by and between Balboaa Land Development having its office at 8 West Fulton Street, Gloversville, New York 12078(Donor) and the Caroga Arts Collective (Donee) having its principal office at Caroga Lake, New York, 12032.

WHEREAS, the Donor, Balboaa Land Development is the owner of certain real estate, buildings, personalty and a Ferris Wheel and Carousel located thereon which property is commonly known as Sherman's Park; and

WHEREAS, the Donee, is a "not for profit" corporation devoted to the arts and otherwise devoted to the betterment of Caroga Lake, its Citizens, and the community as a whole; and

WHEREAS, the Donor Corporation by its sole shareholder and president, George Abdella, has determined that the Donee is worthy of receiving full ownership of said real estate, personalty, and the appurtenances as described herein and in the transferring deed, and the Donee, by its chairman, Richard Ruby, with the approval of its board of directors having agreed to accept the aforesaid properties and no monetary consideration having been required by the Donor, it is,

**AGREED**

That the donor shall deed all of its rights, title and interest in the real estate more particularly described by a quit claim deed annexed hereto and made a part hereof, subject to certain rights of access to the Carousel and Ferris Wheel located upon said donated property. The donor retains access to and use of the septic system located within the donated real estate.

This agreement upon signing by the parties shall serve as a bill of sale from the donor to the donee of any personal property located within the donated real estate with the exception of the benches currently located within the Carousel. The Ferris Wheel and Carousel shall remain the property of the Donor and are excluded from the personal property being donated.

And it is further agreed that the Donee recognizes that the Donor remains the owner of certain lands and buildings bordering in part a portion of the donated property upon which is located a portion of the septic system currently servicing the donated property and it is agreed that if the Donor or its successors in interest, for any reason deems in its sole discretion that access to the septic system is necessary or desired, then in that event the Donee shall provide such access. The cost of any such access including additional capacity shall be borne by the Donor, successor in interest, or entity designated by the Donor. This right of access shall run with the deed and be binding on the any successors or assignees of the Donee.

And it is further agreed that the Donor shall have complete and unfettered access to the Ferris Wheel and Carousel which access is to run with the deed hereto and will be binding on the

Donee, its successors, tenants, and assignees. The Donee, or successor or assignees shall provide electric service to both the Ferris Wheel and Carousel.

It is further agreed that in the event that the Donee shall for any reason decide to sell the aforesaid property donated herewith, or to otherwise transfer the aforesaid property for any reason, the Donor shall have the right to purchase said property for the sum of \$1, subject to any liens or encumbrances. The option to purchase as aforesaid shall be the exclusive right of Balboa Land Development and shall survive the sale or transfer of any retained lands by Balboa Land Development to any third party.

**BINDING AGREEMENT**

The Donor and Donee agree that they, their heirs, legal representatives, successors and/or assignees will be bound under this Donation Agreement.

This Donation Agreement cannot be assigned without the written consent of the Donor.

**ENTIRE AGREEMENT**

This Donation Agreement may only be modified by a written instrument signed by both parties.


**CLOSING**

The closing shall be held at the law offices of Abdella & Sise LLP within 30 days after the acceptance of this Donation Agreement.

DONOR: Balboaa Land Development

By: 

GEORGE ABDELLA

BY: 

RICHARD RUBY



STATE OF NEW YORK  
FULTON COUNTY

I, Linda Kollar, Clerk of said County, and also Clerk of the Supreme Court for the said County, do hereby CERTIFY that I have compared the preceding copy with the original

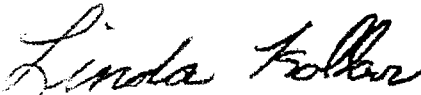
DESCRIPTION: DEED

DATE: 01/07/2020

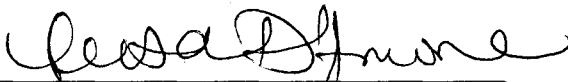
INSTRUMENT#: 2020-59399

In my office, and that the same is a correct transcript therefrom and of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court and County at Johnstown, NY the 11th day of March 2020.



Linda Kollar  
County Clerk



Leisa D'Amore  
Deputy County Clerk