

MILLER MAYER LLP
ATTORNEYS AT LAW

HAYDEN R. BRAINARD, JR.
PARTNER
hrb@millermayer.com

May 21, 2025

VIA EMAIL

Town of Ulysses
Board of Zoning Appeals
10 Elm Street
Trumansburg, NY 14886

**Re: Area Variance Application Related to Subdivision Approval
Planning Board file number MNSUB2503-01
319 Pennsylvania Avenue, Trumansburg, NY 14886
Applicant: Paula Maguire Properties 319 Penn, LLC**

Dear Sirs,

Enclosed please find Applicant's application for an area variance for 319 Pennsylvania Avenue, Trumansburg, NY 14886, related to subdivision approval, Planning Board file number MNSUB2503-01, and the following related documents:

1. Application Fee: \$380.00 delivered to Town Hall by Applicant;
2. Area Variance Application Checklist;
3. Permit Application Sheet;
4. Survey Maps:
 - a. Current Survey;
 - b. Proposed Subdivision Survey;
 - c. Proposed Subdivision Survey with Features;
 - d. Lot Coverage, Patio Addition Map;
 - e. Survey Map Checklist;
5. Proof of ownership: purchase agreement, recorded deed, and record of name change;
6. Short Environmental Assessment Form;
7. Ag Data Statement with maps;
8. Narrative Statement Form;
9. Site Visit Authorization;
10. Plan Set – There are no plans for improvements to the Property other than interior cosmetic changes, and the proposed patio addition show in the Survey map provided; and
11. Subdivision application – copy provided for your reference.

With respect to other items listed in your checklist: (a) Applicant has not received a denial letter related to its subdivision application presented to the Planning Board on May 6, 2025. At that meeting the Planning Board required the Applicant pursue this Area Variance; and (b) Owner approval: Applicant is owner of the property.

Applicant is the owner of 319 Pennsylvania Avenue, Trumansburg (the "Property"). The Property is in the Town of Ulysses Residential Zone. The Property was used as a church from 1982 to 2024. Applicant recently purchased the Property and intends to use it as a community center.

The Property and the new community center concept, also to be known as The Red Maple, was conceived by resident and current neighbor, Paula Maguire, who grew up across the street at 320 Pennsylvania Avenue. From having a love for the Property, neighborhood, the arts, and helping those on an event budget, she would like the focus of the community center to be:

- hosting artists, community members, and families where they can share common interests within a beautiful environment.
- providing a beautiful event and wedding venue for those on a budget.
- collaborating, potentially, with the Conservatory of Fine Arts, and other community centers, local and international.
- featuring a commercial kitchen for cooking classes and to assist with catering.
- classes and clinics from gardening to art, to writing - open to community ideas!
- collaborating, potentially, with Ulysses Recreation.
- featuring artists including Tanya Bonello, local artist Jay Seaman, and MoMA featured artists via their prints such as Jean Michel Basquiat.

Community Center Use

A community center is a permitted use in the Residential Zone subject to site plan approval. Applicant filed an application for site plan approval for use of the Property as a community center, and presented such application to the planning board on May 6, 2025. The application did not present any other changes requiring site plan approval. The Planning Board scheduled a public hearing on the site plan approval for June 3, 2025. Applicant expects approval for use of the Property as a community center on or after June 3, 2025.

Minor Subdivision Application

Applicant also filed a Minor Subdivision Application with the Planning Board because Applicant is contractually required to subdivide the Property as shown in Applicant's subdivision application attached. Applicant presented such subdivision application to the Planning Board on May 6, 2025. The Planning Board required Applicant seek an area variance due the lot coverage limitations imposed by current zoning.

Current zoning for the Residential Zone provides for lot coverage of up to 7.5%. The Property currently has a lot coverage of approximately 15.7% based on commercial use (including concrete, asphalt or similar impervious surfaces, which are excluded from the calculation of lot coverage for a single-family or two-family dwelling). Following the proposed subdivision, the improved parcel (Parcel A on the attached subdivision map) would have lot coverage of approximately 24.9%. Continued use of the property in its current state does not require a variance because the current

lot coverage complies with prior zoning. The Property complies with the lot coverage limitations if lot coverage is calculated as a single-family or two-family dwelling.

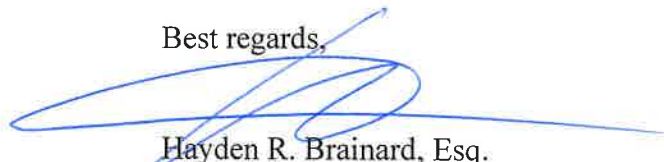
Applicant is required to seek subdivision by contract. A copy of the contract is attached for your reference. The purpose of the subdivision is to permit the seller (a neighbor) to exercise a right first refusal to buy the vacant, subdivided parcel (Parcel 1 or Parcel B on the attached surveys) in the event that the Applicant sells the Property. The neighbor seeks to preserve the current state of such vacant parcel and has no plans to develop the vacant parcel.

The current Comprehensive Plan for the Town of Ulysses emphasizes the need for community space (See Objective #4.3) the Applicant seeks to provide. Further, the Planning Board suggested that a proposed update to the comprehensive plan is underway and focuses even more attention on community space. Applicant seeks to provide a space for the community by use of this Property for weddings, classes, group meetings, and other important community events. The Conservatory of Fine Arts has recently inquired about temporary use of the Property for their classes. The Property will be available for rent by the public and may be available for certain purposes without charge. The Property is not owned by a nonprofit entity currently, so the Applicant will also be paying property taxes to the Town of Ulysses and the Trumansburg Central School District. If the Applicant is unable to obtain a variance for the subdivision application, it is likely that use of the Property as community center will not move forward. The nature of the proposed use as a community center is important to the community, satisfying, goals of the comprehensive plan, and the lot coverage restrictions create a hardship and do not in this case provide a public benefit. The property has been in generally the same condition with respect to improvements, lot coverage, traffic, noise, etc... for more than 42 years. Use of the Property as a community center is a necessary and appropriate use of this Property for our community, which is not expected to create any issues relative to traffic or noise that were not created or generated by prior use of the Property as a church for more than 42 years.

The benefit to the Applicant and the community in the granting of this area variance will greatly outweigh any potential detriment to the health, safety and welfare of the neighborhood, with the deed restriction in place. The variance, subdivision and proposed community center will be a significant benefit to the neighborhood and the community. The benefit sought by the applicant from this variance cannot be achieved by some other method, feasible for the Applicant to pursue other than an area variance.

Please also see the completed Area Variance Narrative form attached.

Best regards,



Hayden R. Brainard, Esq.
Hrb@millermayer.com

cc: Paula Maguire Properties 319 Penn, LLC



AREA VARIANCE APPLICATION

PLANNING AND ZONING DEPARTMENT

INSTRUCTIONS: Complete form, sign, and date.

See applicable application packet for all required checklist items.

CONTACT INFORMATION					
APPLICANT	Paula Maguire Properties 319 Penn, LLC				
ADDRESS	PO Box 525				
CITY	Trumansburg	STATE	NY	ZIP	14886
PHONE	607-279-4780	EMAIL	paula@pemaguireagency.com		
OWNER	Paula Maguire Properties 319 Penn, LLC				
ADDRESS	PO Box 525				
CITY	Trumansburg	STATE	NY	ZIP	14886
PHONE	607-279-4780	EMAIL	paula@pemaguireagency.com		
PRIMARY CONTACT: <input checked="" type="checkbox"/> APPLICANT <input type="checkbox"/> OWNER <input type="checkbox"/> OTHER, PLEASE SPECIFY BELOW					
NAME	Paula Maguire				
PHONE	607-279-4780	EMAIL	paula@pemaguireagency.com		

PROJECT SITE INFORMATION	
ADDRESS	319 Pennsylvania Avenue, Trumansburg, NY, 14886
PARCEL NO(S)	12.-2-9.4

PROJECT INFORMATION	
PROJECT NAME	319 Penn
PROJECT DESCRIPTION	Subdivision of property into 2 parcels. The subdivision will cause lot coverage on the church parcel to exceed the existing zoning. Addition of a patio.
VALUATION	\$0

Authorization: I am the owner or am authorized by the owner to sign and submit this application. I certify under penalty of perjury of the laws of the State of New York that the information on this application and all information submitted herewith is true, complete, and correct.

SIGNATURE	<i>Paula Maguire</i>	DATE	05/12/20
PRINT NAME	Paula Maguire		
CITY, STATE	Trumansburg, NY		



10 Elm Street
Trumansburg, NY 14886



607.387.5767



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AREA VARIANCE NARRATIVE

PLANNING AND ZONING DEPARTMENT

Address each of the following items below to the fullest extent feasible, attach extra sheets if needed.

1. Describe how the proposal will not create an undesirable change in the character of the neighborhood or create a detriment to nearby properties if the area variance(s) were to be granted.

Applicant requests an area variance from the 7.5% lot coverage limitation under 212-40.J, related to Applicant's subdivision application before the Planning Board, file number MNSUB2503-01. Applicant seeks to subdivide the property pursuant to the requirements of a purchase contract (attached) for the property. The prior owner (a neighbor) of the property seeks to limit development of the subdivided vacant part of the Property pursuant to the purchase contract and retains a right of first refusal to purchase the subdivided vacant parcel if applicant sells the property. The property will not be changed as a result of the variance. The variance will not create an undesirable change in the character of the neighborhood or create a detriment to nearby properties. The variance will permit the neighbor to control the subdivided parcel if Applicant sells the property.

2. Describe how the proposal cannot be achieved by a feasible alternate method other than the area variance(s).

The neighbor has no other means of controlling development of the subdivided parcel. Applicant is bound to seek a subdivision by contract and comply with neighbor/seller's right of first refusal.

3. Describe how the requested area variance(s) is/are not substantial.

The area variance is only required because the lot coverage limitations were changed since the initial development of the property, and because the property use is commercial. The lot coverage is not an issue if the property use is residential. While there is a proposed change in use before the Planning Board, the use remains a commercial use similar in nature to the prior use of the property over the last 42 years. The variance is not substantial because it will not significantly change or otherwise impact the neighborhood and or the nature of the property as it exists today apart from the proposed additional patio and some new plantings/landscaping. The property has been in substantially the same state with respect to improvements and lot coverage, and otherwise for decades. No other changes to the property are currently planned.



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Trumansburg, NY 14886



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4. Describe how the proposed variance(s) will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district.

The property has been in substantially the same conditions, same improvements, same lot coverage for at least 42 years. The current subdivision proposal will not result in any physical impact to the property or environmental conditions because no changes to the physical property are proposed aside from the patio and additional landscaping. Any future development of the subdivided property will require site plan approval.

The proposed use of the property as a community center requires this variance. Failure to grant the variance will have an adverse impact on the community. The use of the lot as a Community Center in this residential zone is a permitted use.

5. Describe how the difficulty for the proposal to comply with code regulation(s) is not self-created.

The property has been in substantially the same conditions, same improvements, same lot coverage for at least 42 years. Applicant recently purchased the property, a former church. The lot coverage of the property currently exceeds (prior to subdivision) current lot coverage limits. The applicant did not cause the zoning law to change. Without the proposed subdivision, the lot is conforming to prior zoning lot coverage requirements. The property complies with residential lot coverage.

6. Describe how the granting of the area variance(s) will not create a detriment to the health, safety, and welfare of the neighborhood or community.

The property has been in substantially the same condition, same improvements, same lot coverage for at least 42 years. Applicant is unaware of any existing detriment to the health, safety, and welfare of the neighborhood or community created by the property or its past use. The proposed use of the property as a community center will not be significantly different for the community than use as a church, and, the proposed use fills a substantial need for the community and will be a substantial benefit to the community. The current subdivision proposal will not result in any physical impact to the property or environmental conditions because no changes to the physical property are proposed aside from the patio and some additional landscaping. Any future development of the subdivided property would require site plan approval.

The proposed use of the property as a community center requires this variance. Failure to grant the variance will have an adverse impact on the community. The use of the lot as a Community Center in this residential zone is a permitted use.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Paula Maguire Properties 319 Penn, LLC			
Name of Action or Project: Paula Maguire Properties 319 Penn, LLC Subdivision			
Project Location (describe, and attach a location map): 319 Pennsylvania Avenue, Trumansburg, NY 14886			
Brief Description of Proposed Action: Subdivision of 12.-2-9.4 into 2 parcels			
Name of Applicant or Sponsor: Paula Maguire Properties 319 Penn, LLC		Telephone: E-Mail: paula@pemaguireagency.com	
Address: PO Box 525			
City/PO: Trumansburg		State: NY	Zip Code: 14886
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		3.122 acres	
b. Total acreage to be physically disturbed?		none acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		3.122 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Adjoining properties contain freshwater ponds and freshwater emergent wetlands. No alteration or impact to such areas will result from the proposed action. _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Paula Maguire</u> Date: <u>5/21/25</u> Signature: <u>Paula Maguire</u> Title: <u>Manager</u>		



BOARD/COMMISSION MEMBER SITE VISIT PLANNING AND ZONING DEPARTMENT

As part of their responsibilities for reviewing your application, members of Boards and Commissions may need to conduct site visits of the subject property to enable them to observe the property and the context of the neighborhood and adjacent properties. Some applications involve a project that is not wholly visible from the public right-of-way and it may be necessary for members to access your property to observe portions of the exterior of the property not visible from the right-of-way.

By signing below, you are attesting that you understand this information and authorize members to enter onto the property, including side and rear yards, as necessary to conduct their site visit for your application.

Paula Maguin
Signature of Property Owner

5/21/25
Date

Please note, that if the property owner does not authorize the members to access your property, you may be required to provide additional information including photographic evidence of all areas of your property not visible from the right-of-way. Failure to permit property access to members or to provide additional information including adequate photographic evidence, may result in the denial of your application if there is insufficient evidence to establish that the standards have been met.



10 Elm Street
Trumansburg, NY 14886



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AGRICULTURAL DATA STATEMENT

PLANNING AND ZONING DEPARTMENT

Certain lands in the Town of Ulysses lie in an area that has been designated as an Agricultural District. Section 283-a of the New York State Town Law requires any application for a Special Permit, Site Plan, Use Variance or Subdivision on property within such a District containing a farm operation or on property with boundaries within five hundred (500) feet of a farm operation located in such a District to include an Agricultural Data Statement.

"Farming operations" are defined by Section 301, Article 25AA of the New York State Agriculture and Markets Law as "... the land used in agricultural production, farm buildings, equipment and farm residential buildings."

A. Name of Applicant: Paula Maguire Properties 319 Penn, LLC

B. Address: 319 Pennsylvania Avenue, Trumansburg, NY 14886

C. Description of Project
subdivision of 12.-2-9.4 into 2 parcels

D. Location of Proposed Project (tax map number): 12.-2-9.4

E. Names and address of owners of land within the Agricultural District containing Farm Operations and located within five hundred (500) feet of the project property.

Name	Address	Tax Map #
1. <u>none</u>		
2. _____		
3. _____		
4. _____		
5. _____		

F. Attach a tax map showing the site of the proposed project relative to the location of the Farm Operations identified above.



10 Elm Street
Trumansburg, NY 14886



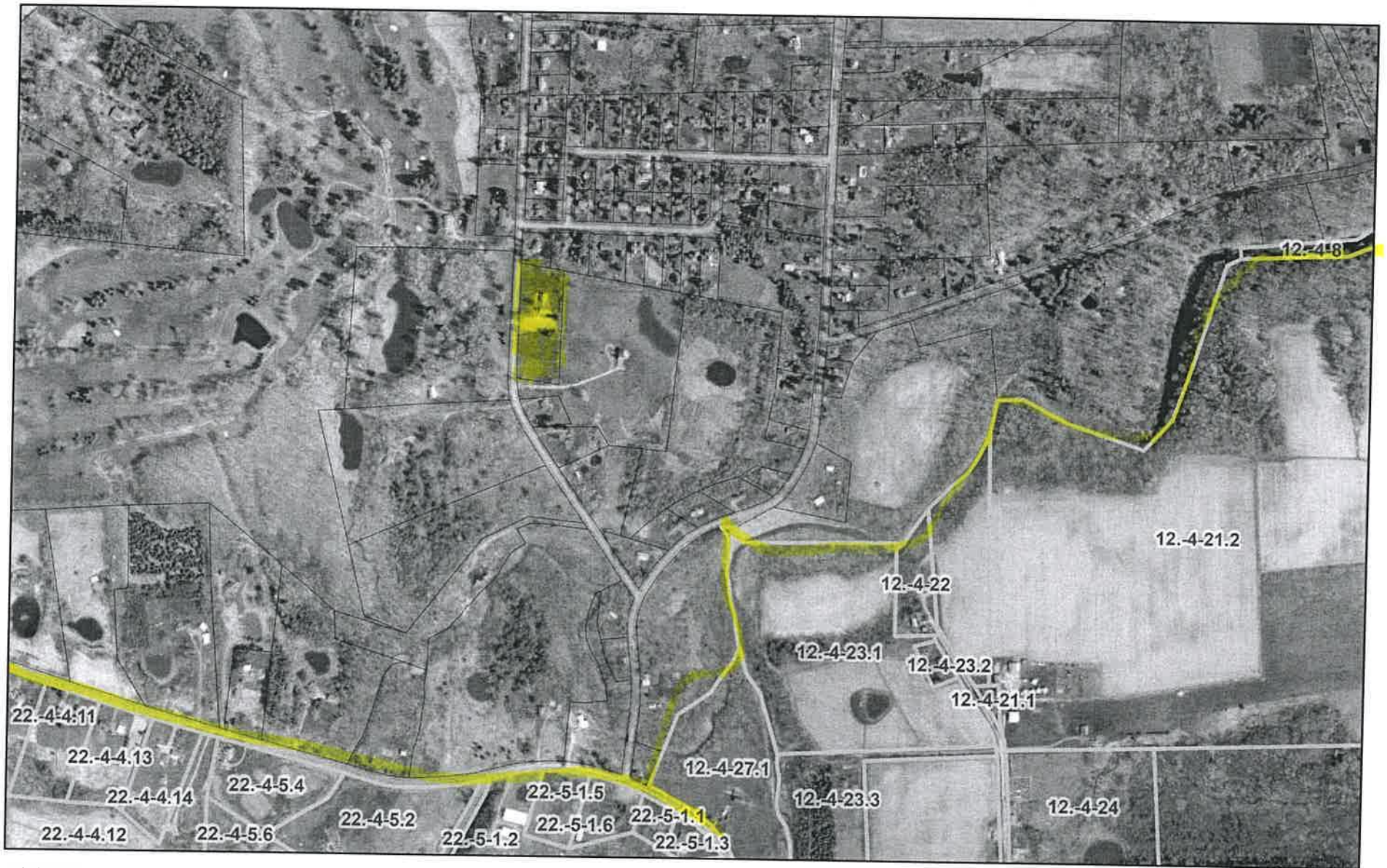
607.387.5767



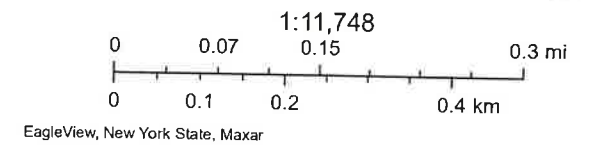
www.townofulyssesny.gov

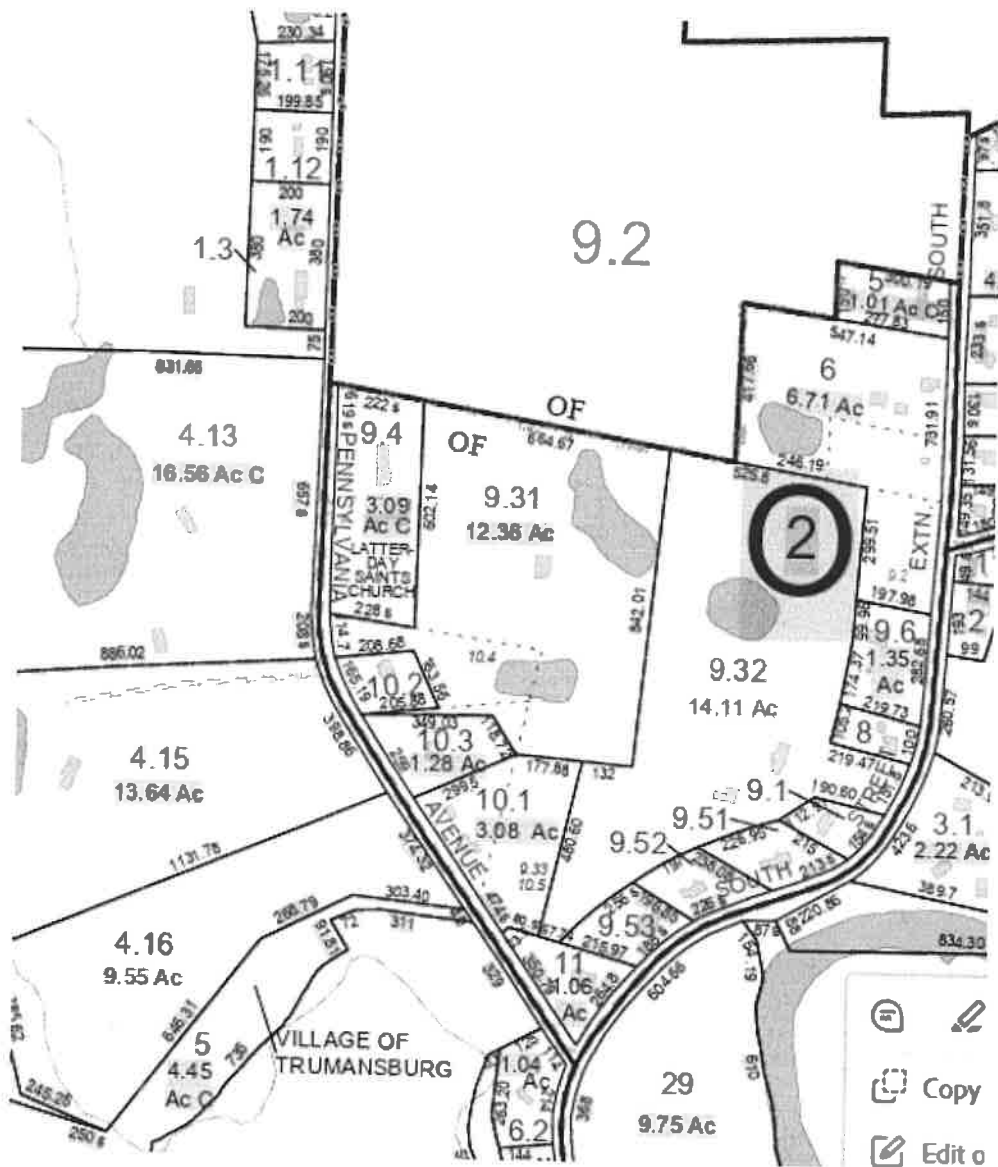
UPDATED 2024

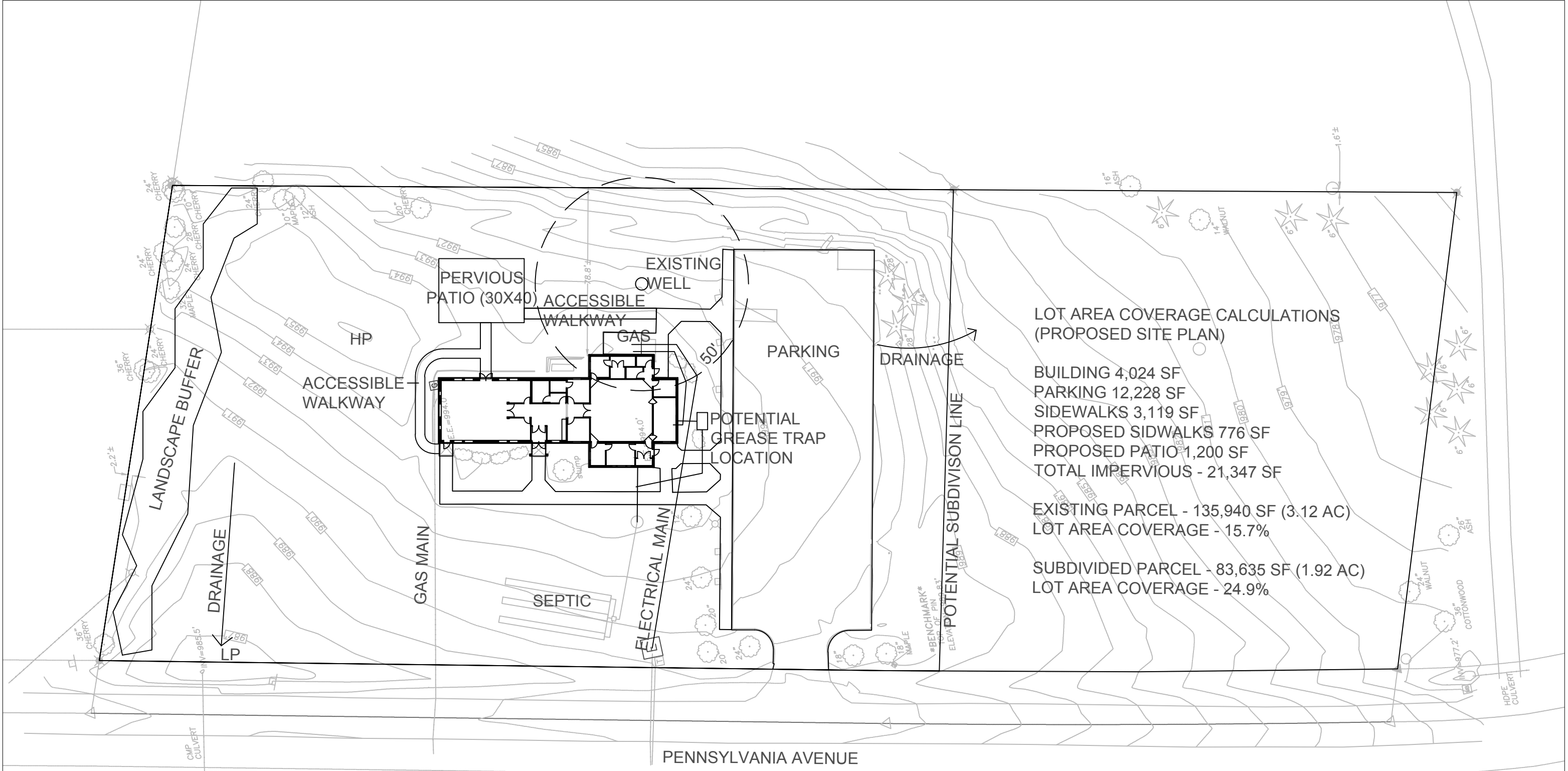
Tompkins County: Agricultural Districts Lookup



3/3/2025





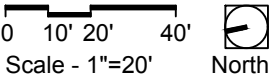


LOT AREA COVERAGE CALCULATIONS
(PROPOSED SITE PLAN)

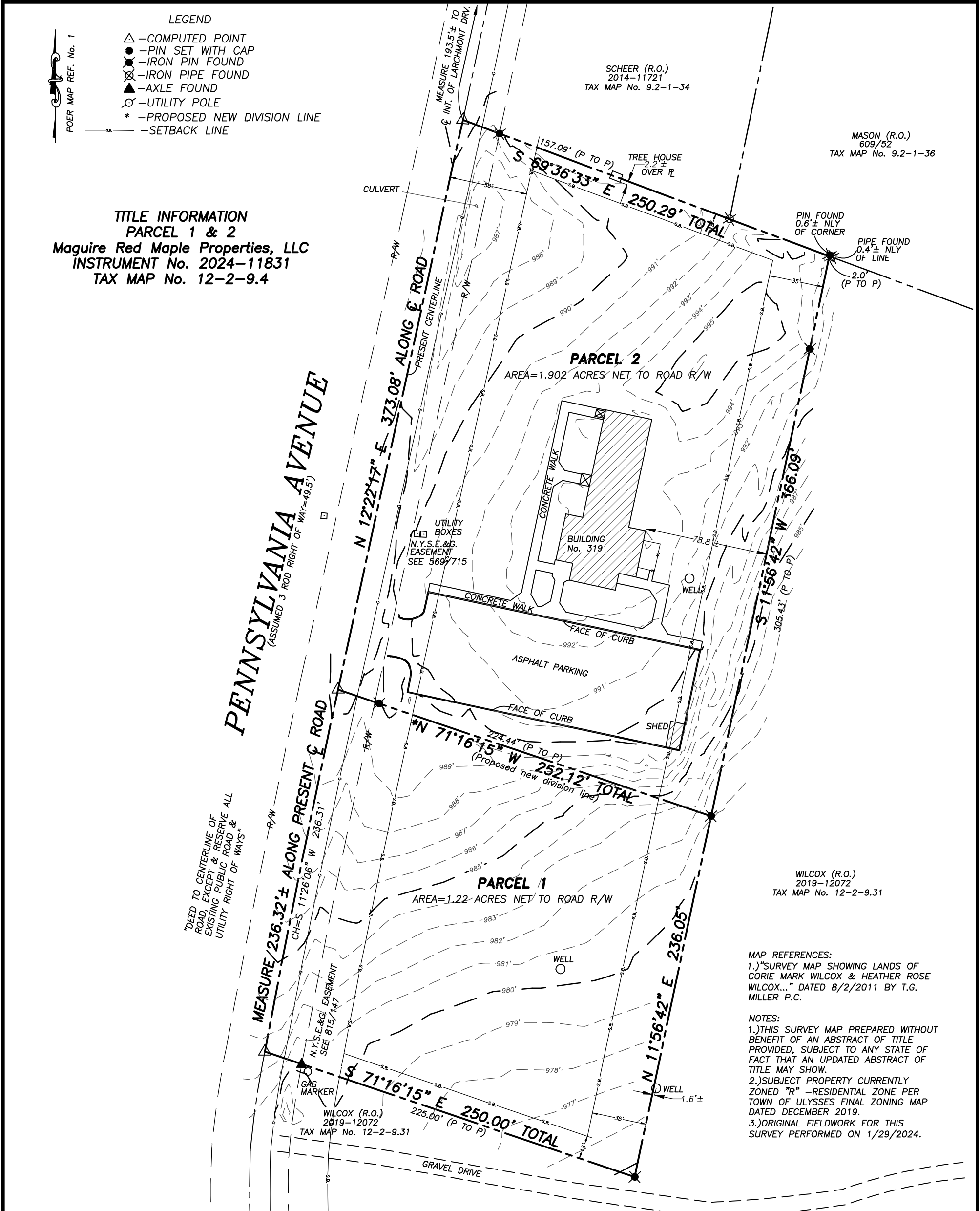
BUILDING 4,024 SF
PARKING 12,228 SF
SIDEWALKS 3,119 SF
PROPOSED SIDEWALKS 776 SF
PROPOSED PATIO 1,200 SF
TOTAL IMPERVIOUS - 21,347 SF

EXISTING PARCEL - 135,940 SF (3.12 AC)
LOT AREA COVERAGE - 15.7%

SUBDIVIDED PARCEL - 83,635 SF (1.92 AC)
LOT AREA COVERAGE - 24.9%



POER MAP REF. No. 1



T.G. MILLER, P.C.
ENGINEERS AND SURVEYORS
605 WEST STATE STREET, SUITE A
ITHACA, NEW YORK 14850
WWW.TGMILLERPC.COM
607-272-6477

TITLE: MINOR SUBDIVISION PLAT
SHOWING LANDS OF
Maguire Red Maple Properties, LLC located at
NO. 319 PENNSYLVANIA AVENUE
TOWN OF ULYSSES, TOMPKINS COUNTY, NEW YORK

DATE: **3/5/2025**

SCALE: **1"=60'**

REVISED



[illegible]

LEGEND

- △ - COMPUTED POINT
● - PIN SET WITH CAP
⊗ - IRON PIN FOUND
⊗ - IRON PIPE FOUND
▲ - AXLE FOUND
○ - UTILITY POLE
* - PROPOSED NEW DIVISION LINE

POER MAP REF. No. 1

TITLE INFORMATION

Corporation of the Presiding Bishop
of the Church of Jesus Christ
of Latter Day Saints
DEED BOOK 607, PAGE 1134
TAX MAP No. 12-2-9.4
AREA=3.122 ACRES NET TO ROAD R/W

PENNSYLVANIA AVENUE
(ASSUMED 3 ROD RIGHT OF WAY=49.5')

MEASURE 236.32'± ALONG PRESENT E ROAD
CH=S 11°26'06" W 236.31'

"DEED TO CENTERLINE OF
ROAD, EXCEPT & RESERVE ALL
UTILITY RIGHT OF WAYS"

UTILITY
BOXES
N.Y.S.E.&G.
EASEMENT
SEE 569/715

BUILDING
No. 319

WELL

ASPHALT PARKING

SHED

WILCOX (R.O.)
2019-12072
TAX MAP No. 12-2-9.31

WILCOX (R.O.)
2019-12072
TAX MAP No. 12-2-9.31

MAP REFERENCES:
1.) "SURVEY MAP SHOWING LANDS OF
CORIE MARK WILCOX & HEATHER ROSE
WILCOX..." DATED 8/2/2011 BY T.G.
MILLER P.C.

NOTES:
1.) THIS SURVEY MAP PREPARED
WITHOUT BENEFIT OF AN ABSTRACT OF
TITLE PROVIDED, SUBJECT TO ANY
STATE OF FACT THAT AN UPDATED
ABSTRACT OF TITLE MAY SHOW.
2.) PARCELS SUBJECT TO N.Y.S.E.&G.
EASEMENT SEE 569/715

CERTIFICATION

I hereby certify to
that I am a licensed land surveyor, New York State License
No.050096, and that this map correctly delineates an
actual survey on the ground made by me or under my direct
supervision and that I found no visible encroachments either
way across property lines except as shown hereon.

SIGNED: Lee Dresser

DATED: 1/29/2024

Maguire, LLC
Miller Mayer, LLP
The Church of Jesus Christ of Latter-Day Saints
Kirtan McConkie
Old Republic National Title Insurance Company

WARNING
ALTERATION OF THIS MAP NOT
CONFORMING TO SECTION 7209,
SUBDIVISION 2, NEW YORK STATE
EDUCATION LAW, ARE PROHIBITED
BY LAW. ALL CERTIFICATIONS
HEREON ARE VALID FOR THIS MAP
AND COPIES THEREOF ONLY IF SAID
MAP OR COPIES BEAR THE IMPRESSION
SEAL OF THE LICENSED LAND SURVEYOR
WHOSE SIGNATURE APPEARS HEREON.



T.G. MILLER, P.C.
ENGINEERS AND SURVEYORS
605 WEST STATE STREET, SUITE A
ITHACA, NEW YORK 14850
WWW.TGMILLERPC.COM
607-272-6477

TITLE:

SURVEY MAP
NO. 319 PENNSYLVANIA AVENUE

TOWN OF ULYSSES, TOMPKINS COUNTY, NEW YORK

DATE:
1/29/2024

S24059B

SCALE:
1"=60'

REVISED



INTEREST PURCHASE AGREEMENT

This **INTEREST PURCHASE AGREEMENT** is made and entered into effective as of December 13, 2024 (“**Effective Date**”), by and among PAULA MAGUIRE, an individual having an address of P.O. Box 525, Trumansburg, NY 14886 (“**Buyer**”), MAGUIRE, LLC, a Delaware limited liability company having an address of 318 Elmira Road, Ithaca, NY 14850 (“**Seller**”), MAGUIRE RED MAPLE PROPERTIES, LLC, a New York limited liability company (“**LLC**”), and PHILIP J. MAGUIRE, an individual having an address of 320 Pennsylvania Ave., Trumansburg, NY 14886 (“**PJM**”).

Seller is the sole member of the LLC. Buyer seeks to purchase from Seller, and Seller seeks to sell to Buyer Seller’s entire membership interest in the LLC (Seller’s “**Membership Interest**”). In consideration of the premises set forth above and the parties’ respective representations, warranties, and covenants of the Parties contained herein, the parties agree as follows:

1. **Purchase and Sale of Membership Interest.** Seller hereby sells to Buyer and Buyer hereby purchases from Seller all rights, title and interests of Seller in and to the LLC including Seller’s Membership Interest and all other equity interests in the LLC in exchange for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. **Representations and Warranties.** As an inducement to each party to enter into this Agreement, the parties make the following representations and warranties.

(a) Seller represents and warrants to Buyer as follows: (1) Seller is the sole record and beneficial owner of the Membership Interest, free and clear of liens and other Encumbrances, except for rights, interests, and obligations created by this Agreement and restrictions set forth in applicable law; (2) this Agreement has been duly executed and delivered by Seller and, assuming due authorization and execution by Buyer, constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, and similar laws relating to creditors’ rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (3) the Membership Interest constitutes all of the issued and outstanding membership interests in the LLC; (4) Seller has obtained all consents and/or approvals of all third parties required to effectuate this transaction, if any; (5) Philip J. Maguire is the sole manager of the LLC; and (6) The LLC has no debt and there are no claims pending or threatened against the LLC.

(b) Buyer represents and warrants to Seller as follows: (1) this Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Seller in accordance with its terms; and (2) Buyer has obtained all consents and/or approvals of all third parties required to effectuate this transaction, if any.

(c) For purposes of this Section 2, “**Encumbrance**” means any security interest, pledge, mortgage, lien, charge, encumbrance, adverse claim, preferential arrangement, or restriction of any kind, including, without limitation, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership.

3. **No Other Representations or Warranties.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE IN SECTION 2, NEITHER SELLER NOR ANY OF ITS AGENTS OR REPRESENTATIVES HAS MADE OR MAKES BY THIS AGREEMENT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO BUYER OR ANY OTHER PERSON WITH RESPECT TO THE LLC, THE MEMBERSHIP INTEREST, OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED.

4. **Indemnity.** Seller agrees to defend, indemnify, and hold Buyer and the LLC, their respective executors, trustees, administrators, heirs, and representatives harmless from and against any claim, demand, cause of action, action at law or in equity, proceeding, liability, damage, cost, or expense

(including, without reasonable legal fees and disbursements) arising out of: (a) any inaccuracy in or breach of any representation or warranty of Seller contained in this Agreement; and/or (b) the activities, operations, and businesses of the LLC or the LLC's ownership, disposition, or use of its assets prior to the Effective Date.

Buyer and LLC agree to jointly and severally defend, indemnify, and hold Seller and Seller's executors, trustees, administrators, heirs, and representatives harmless from and against any claim, demand, cause of action, action at law or in equity, proceeding, liability, damage, cost, or expense (including, without reasonable legal fees and disbursements) arising out of: (a) any inaccuracy in or breach of any representation or warranty of Buyer contained in this Agreement; and/or (b) the activities, operations, and businesses of the LLC or the LLC's ownership, disposition, or use of its assets from and after the Effective Date.

The parties' respective rights and obligations under this Section 4 will survive the consummation of the transactions contemplated hereby for a period of one (1) years following the Effective Date.

5. **Resignation.** Seller and Philip J. Maguire hereby resign as Manager and from all offices and positions of the Company held by it/him, effective immediately.

6. **Covenants.** All of the following covenants shall survive closing of the purchase of the Interest under this Agreement.

- (a) **Subdivision of Property.** The LLC is owner of real property known as and located at 319 Pennsylvania Avenue, Trumansburg, Town of Ulysses, Tompkins County, NY, Tax Parcel #12.-2-9.4 (the "**Property**"). Buyer shall cause the LLC to seek, apply for and pursue subdivision of the Property into two parcels, "**Parcel A**" (improved property, includes church building) and "**Parcel B**" (unimproved lot), as shown on the attached survey (the "**Survey**") (or as subsequently agreed upon by the parties in writing) immediately. The LLC shall provide PJM with evidence of the subdivision efforts, including copies of the application materials, and a copy of the final subdivision map upon receipt.
- (b) **No Development.** The LLC shall not develop Parcel B or improve Parcel B with any structures or other improvements, other than improvements approved in writing in advance by PJM. The LLC may use Parcel B for purposes related to permitted uses of Parcel A, including parking.
- (c) **Right of First Refusal.** PJM shall have and is hereby granted the right of first refusal ("**Right of First Refusal**") to purchase Parcel B. Upon acceptance by the LLC of a bona fide offer from a third party to purchase Parcel B, the LLC shall notify PJM in writing and deliver a copy of the accepted purchase offer to PJM (the "**Transfer Notice**"). PJM shall have the right to purchase Parcel B from the LLC on the terms set forth in the Transfer Notice and this Section (b) by delivery to the LLC of notice of exercise of the Right of First Refusal within thirty (30) days after the date of receipt of the Transfer Notice.

PJM's failure to exercise the Right of First Refusal with respect to any proposed transfer described in a Transfer Notice shall not affect PJM's right to exercise the Right of First Refusal with respect to any other proposed transfer described in any other Transfer Notice. If PJM exercises the Right of First Refusal, PJM and the LLC shall thereupon consummate the sale of Parcel B to PJM on the terms set forth in the Transfer Notice within sixty (60) days after the date the notice of exercise is delivered by PJM to the LLC, or any later date provided in the third party offer.

The price payable by PJM for Parcel B shall be the Fair Market Value of Parcel B determined by appraisals(s) as provided below, but not less than \$150,000.00. The purchase price shall be paid in cash at closing, notwithstanding the terms of the third party offer accepted by the LLC. All other terms of the third party offer accepted by the LLC shall apply to the sale to

PJM.

For purposes of determining the Fair Market Value of Parcel B, the LLC shall include in the Transfer Notice the name of a person selected to act as an appraiser on its behalf. Within ten days after receipt of such Transfer Notice, PJM may by notice to LLC appoint a second person as an appraiser on its behalf. The appraisers thus appointed shall, within 10 days after the date of the Transfer Notice, proceed to appraise Parcel B to determine the Fair Market Value as of the date of the Transfer Notice; provided that if only one appraiser shall have been so appointed, then the determination of such appraiser shall be final and binding upon the parties. If two appraisers shall have been appointed and shall have made their determinations within the respective requisite periods set forth above and if the difference between the amounts so determined shall not exceed 10% of the lesser of such amounts, then the Fair Market Value shall be an amount equal to 50% of the sum of the amounts so determined. If the difference between the amounts so determined shall exceed 10% of the lesser of such amounts, then such two appraisers shall have 10 days to appoint a third appraiser. If no such appraiser shall have been appointed within 10 days or within 60 days of the Transfer Notice, whichever is earlier, either party may apply to any court having jurisdiction to have appointment made by such court. Any appraiser appointed, shall be instructed to determine the Fair Market Value within 10 days after appointment of such appraiser. The determination of the appraiser which differs most in terms of dollar amount from the determinations of the other two appraisers shall be excluded, and 50% of the sum of the remaining two determinations shall be final and binding upon the parties as the Fair Market Value for Parcel B. However, in the event that following the appraisal performed by said third appraiser, the dollar amount of two of such appraisals are higher and lower, respectively, than the dollar amount of the remaining appraisal in equal degrees, the determinations of both the highest and lowest appraisal, respectively, shall be rejected and the determination of the remaining appraisal shall be final and binding upon the parties as the Fair Market Value for Parcel B. This provision for determination by appraisal shall be specifically enforceable to the extent such remedy is available under applicable law, and any determination hereunder shall be final and binding upon the parties except as otherwise provided by applicable law. Each party shall pay the fees and expenses of the appraiser appointed by it and each shall pay one-half of the fees and expenses of the third appraiser and one-half of all other costs and expenses incurred in connection with each appraisal.

7. **Notices.** Any notice, request, instruction, demand or other communication to be given to a party pursuant to this Agreement (each a “**Notice**”) shall be in writing signed by or on behalf of the party giving it and may be served by hand delivery, delivering it by nationally recognized overnight courier, or by certified first class mail, postage prepaid, delivery to the address of intended recipient to receive it set forth below (or to such other address as such party shall have specified by a notice given to the other in accordance with this Section 6). Any Notice will be deemed to have been duly served: (a) when delivered, if sent by hand delivery or courier; and (b) upon receipt, if sent by mail; provided that any notice received on a day that is not a business day, or after 5:00 p.m. (local time, Ithaca, New York) on a business day, shall be deemed to be received on the next following business day. The addresses of the parties for the delivery of Notices pursuant to this Section are as follows: if to Buyer, to Paula Maguire, 245 Pennsylvania Avenue, Trumansburg, NY 14886, and if to Seller, to Maguire, LLC, 318 Elmira Road, Ithaca, NY 14850.

8. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties in respect of the transactions contemplated and supersedes all prior agreements and writings with respect to such subject matter. No amendment, modification, or waiver of any provision of this Agreement, or consent to any departure from the terms of this Agreement by any party hereto shall be effective unless the same shall be in writing and signed by all the parties hereto. All notices, requests, claims, demands, and other communications provided for or permitted hereunder shall be in writing and mailed (registered, airmail postage and charges prepaid), or delivered personally to the address set forth above. No failure on the part of any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor preclude any other or further exercise thereof. The remedies herein provided are cumulative

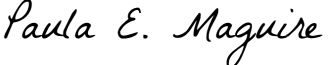
and not exclusive of any remedies provided by law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. This Agreement shall be construed in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. Seller (i) submits to the jurisdiction of any New York state court sitting in Tompkins County, New York or the United States District Court for the Northern District of New York in any action arising out of this Agreement, (ii) agrees that all claims in such action may be decided in such court, (iii) waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum, and (iv) consents to the service of process by mail. Each party agrees to execute and deliver, from time to time, such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and expenses incurred. This Agreement may be signed in any number of counterparts, each of which shall be an original and, when taken together, shall constitute one agreement.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Interest Purchase Agreement to be duly executed and delivered effective as of the date first above written.

BUYER:


SELLER:
MAGUIRE, LLC


box SIGN 1R6RW78W-1VPK26W6
Paula Maguire


By: **box** SIGN 4PX78QR4-1VPK26W6
Philip J. Maguire
Its Manager, Duly Authorized

LLC:

MAGUIRE RED MAPLE PROPERTIES, LLC


By: **box** SIGN 4PX78QR4-1VPK26W6
Philip J. Maguire
Its Manager, Duly Authorized



MINOR SUBDIVISION SKETCH PLAT APPLICATION

PLANNING AND ZONING DEPARTMENT

INSTRUCTIONS: Complete form, sign, and date.

See applicable application packet for all required checklist items.

CONTACT INFORMATION					
APPLICANT	Paula Maguire Properties 319 Penn, LLC				
ADDRESS	PO Box 525				
CITY	Trumansburg	STATE	New York	ZIP	14886
PHONE		EMAIL	paula@pemaguireagency.com		
OWNER	Paula Maguire Properties 319 Penn, LLC				
ADDRESS	PO Box 525				
CITY	Trumansburg	STATE	New York	ZIP	14886
PHONE		EMAIL	paula@pemaguireagency.com		
PRIMARY CONTACT: <input checked="" type="checkbox"/> APPLICANT <input type="checkbox"/> OWNER <input type="checkbox"/> OTHER, PLEASE SPECIFY BELOW					
NAME	Paula Maguire				
PHONE		EMAIL	paula@pemaguireagency.com		

PROJECT SITE INFORMATION	
ADDRESS	319 Pennsylvania Avenue, Trumansburg NY 14886
PARCEL NO(S)	12.-2-9.4

PROJECT INFORMATION	
PROJECT NAME	319 Pennsylvania Avenue Subdivision
PROJECT DESCRIPTION	Applicant seeks to divide tax parcel 12.-2-9.4 into 2 parcels as shown on the attached sketch plan.
VALUATION	\$0

Authorization: I am the owner or am authorized by the owner to sign and submit this application. I certify under penalty of perjury of the laws of the State of New York that the information on this application and all information submitted herewith is true, complete, and correct.

SIGNATURE	<i>Paula Maguire</i>	DATE	3/4/25
PRINT NAME	Paula Maguire		
CITY, STATE	Trumansburg, NY		



10 Elm Street
Trumansburg, NY 14886



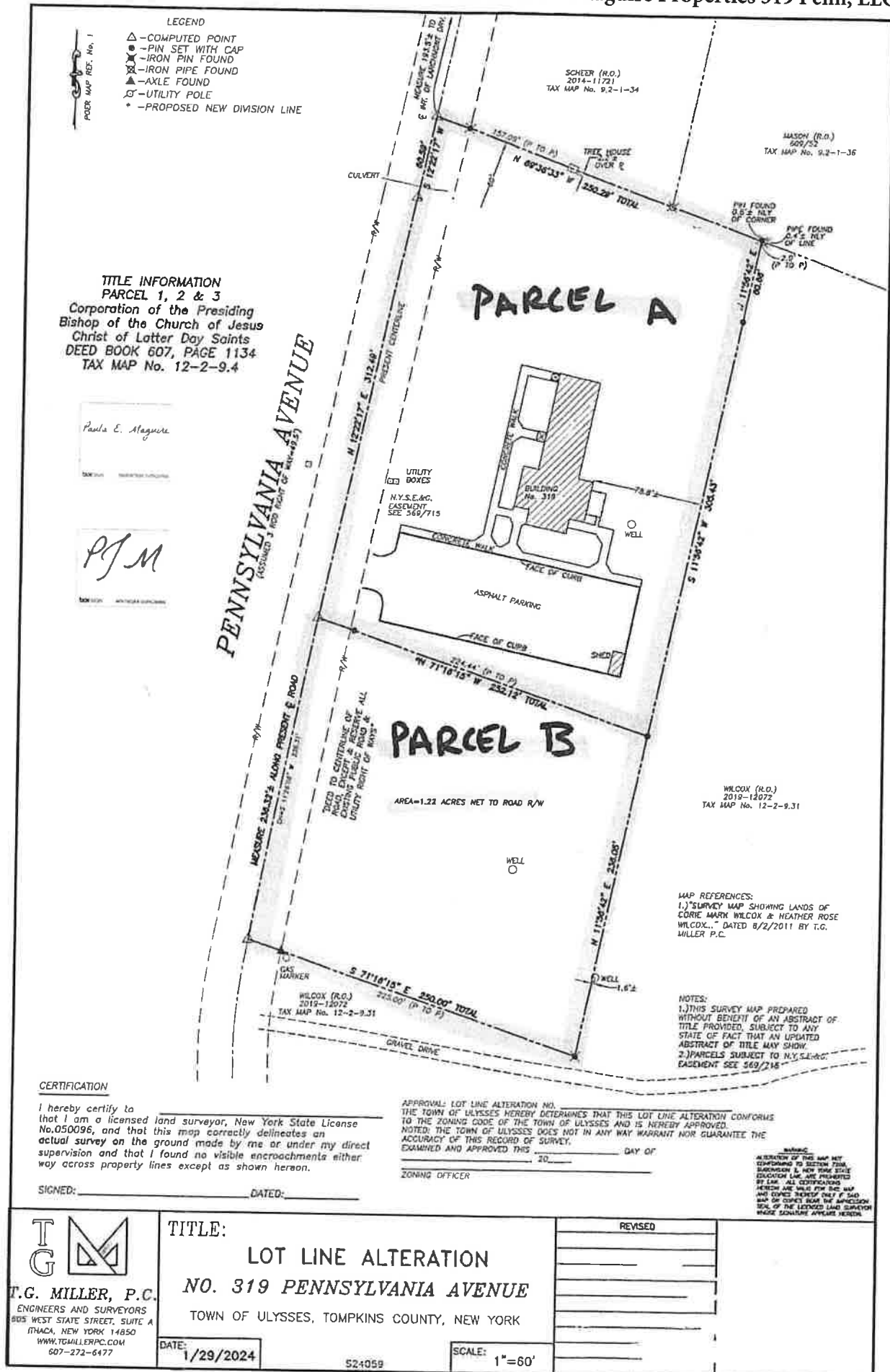
607.387.5767



www.townofulyssesny.gov

UPDATED 2025

Town of Ulysses Minor Subdivision Sketch Plat for Paula Maguire Properties 319 Penn, LLC



DECLARATION OF OWNERSHIP

MINOR SUBDIVISION # _____

Know all men by these presents:

That I/we, the undersigned, depose and state that I/we are the owner/owners of land described by this declaration; and do hereby declare that I/we have no objections to the herein described property being subdivided.

Legal description of property (attach if necessary):

Tax parcel number: 12.-2-9.4

Cross reference: See Record of Surveys Auditor File # _____
Records of Tompkins County, New York.

Dated this _____ day of _____, 20____.

Signature (s) Paula Maguire

STATE OF NEW YORK)

County of TOMPKINS)^{ss.}

I certify that I know or have satisfactory evidence that
PAULA MAGUIRE

is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

My commission expires: _____

DECLARATION OF LEGAL DOCUMENTATION
MINOR SUBDIVISION # _____

Know all men by these presents:

That I/we, the undersigned, depose and state that I/we are the owner/owners of the properties subject to the minor subdivision and am/are solely responsible for securing and executing, as well as seeking, all necessary legal advice or assistance concerning the legal documents necessary to transfer title to those portions of the properties involved in the minor subdivision.

That I/we, the undersigned, further depose and state that the legal documents necessary to transfer title to the properties in question have been prepared and executed so that upon the recording of the minor subdivision, the title to the subject properties will accurately reflect the new lots resulting from the minor subdivision as approved by the Town of Ulysses.

DATED this _____ day of _____, 20____.

Signature (s)

Paula Maguire
Paula Maguire Properties 319 Penn, LLC Title
by Paula Maguire, Manager and Sole Member

Title

STATE OF NEW YORK)

County of Tompkins) ss.

I certify that I know or have satisfactory evidence that
_____ signed this instrument and acknowledged it to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of
Notary Public: _____

My commission expires: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

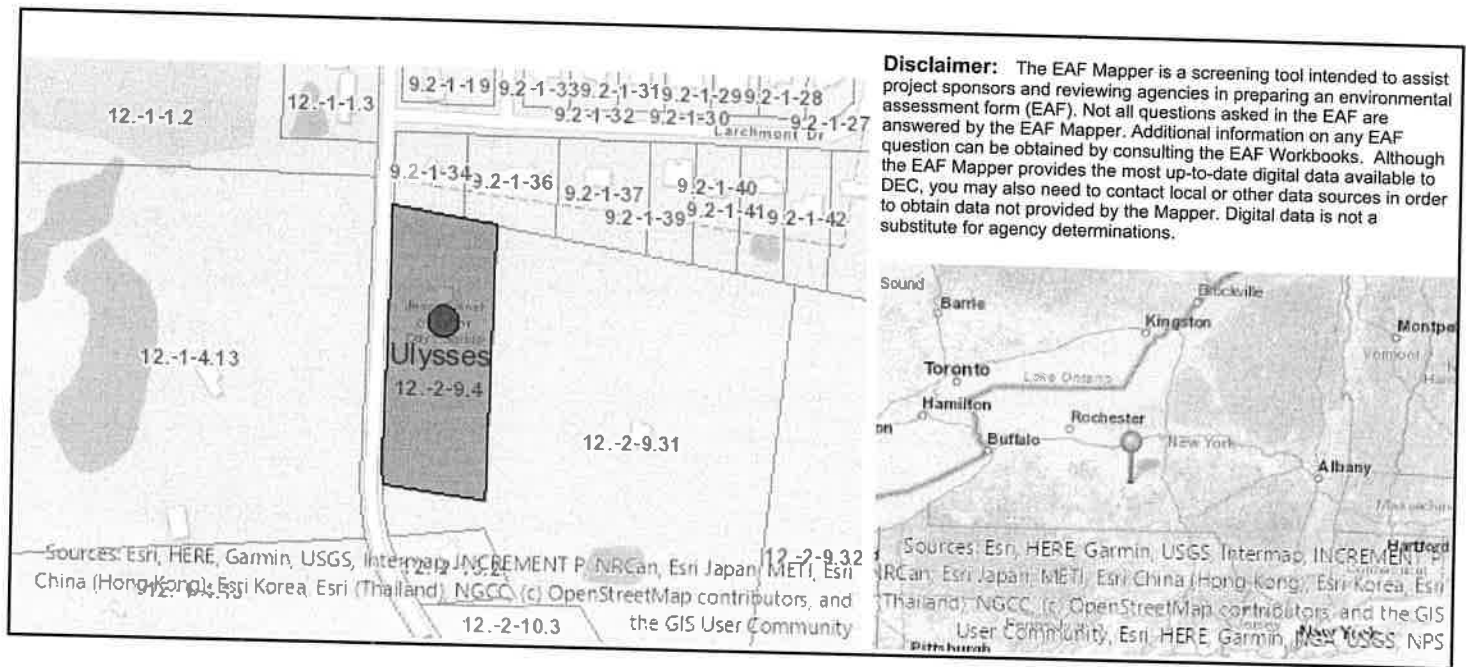
Part 1 – Project and Sponsor Information			
Paula Maguire Properties 319 Penn, LLC			
Name of Action or Project:			
Paula Maguire Properties 319 Penn, LLC Subdivision			
Project Location (describe, and attach a location map):			
319 Pennsylvania Avenue, Trumansburg, NY 14886			
Brief Description of Proposed Action:			
Subdivision of 12.-2-9.4 into 2 parcels			
Name of Applicant or Sponsor:		Telephone:	
Paula Maguire Properties 319 Penn, LLC			
		E-Mail: paula@pemaguireagency.com	
Address:			
PO Box 525			
City/PO:		State:	Zip Code:
Trumansburg		NY	14886
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			YES
			<input checked="" type="checkbox"/>
			<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
			<input checked="" type="checkbox"/>
			<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? 3.122 acres			
b. Total acreage to be physically disturbed? none acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 3.122 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Adjoining properties contain freshwater ponds and freshwater emergent wetlands. No alteration or impact to such areas will result from the proposed action. _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 40px;"> a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> </div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Paula Maguire</u> Date: <u>3/4/25</u> Signature: _____ Title: _____		

EAF Mapper Summary Report

Monday, March 3, 2025 3:47 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No



AGRICULTURAL DATA STATEMENT

PLANNING AND ZONING DEPARTMENT

Certain lands in the Town of Ulysses lie in an area that has been designated as an Agricultural District. Section 283-a of the New York State Town Law requires any application for a Special Permit, Site Plan, Use Variance or Subdivision on property within such a District containing a farm operation or on property with boundaries within five hundred (500) feet of a farm operation located in such a District to include an Agricultural Data Statement.

"Farming operations" are defined by Section 301, Article 25AA of the New York State Agriculture and Markets Law as "... the land used in agricultural production, farm buildings, equipment and farm residential buildings."

A. Name of Applicant: Paula Maguire Properties 319 Penn, LLC

B. Address: 319 Pennsylvania Avenue, Trumansburg, NY 14886

C. Description of Project
subdivision of 12.-2-9.4 into 2 parcels

D. Location of Proposed Project (tax map number): 12.-2-9.4

E. Names and address of owners of land within the Agricultural District containing Farm Operations and located within five hundred (500) feet of the project property.

Name	Address	Tax Map #
1. <u>none</u>		
2. _____		
3. _____		
4. _____		
5. _____		

F. Attach a tax map showing the site of the proposed project relative to the location of the Farm Operations identified above.



10 Elm Street
Trumansburg, NY 14886



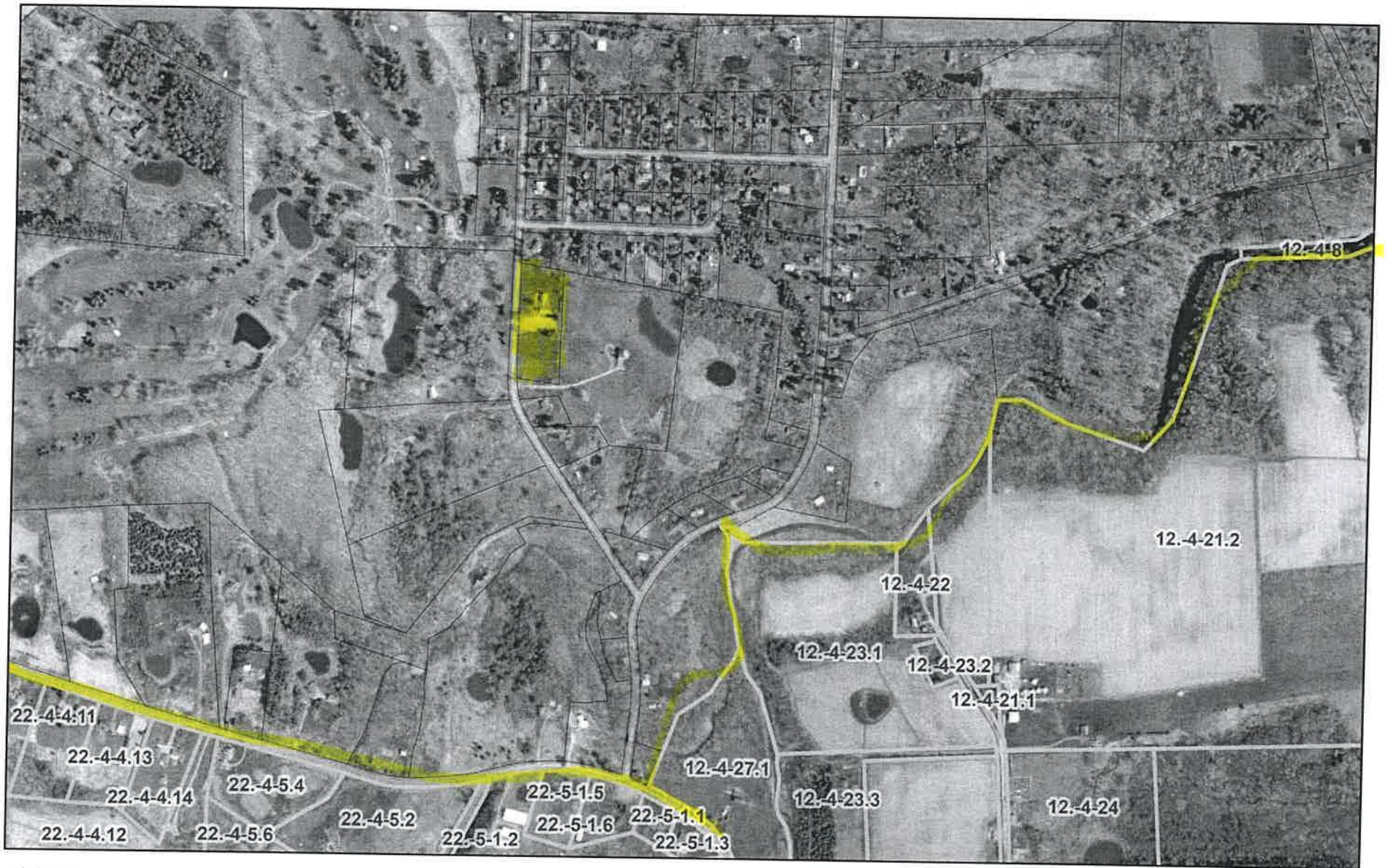
607.387.5767



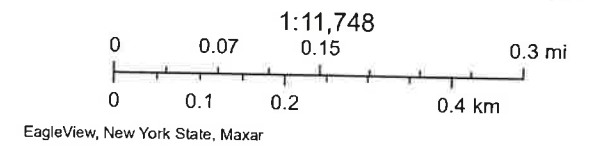
www.townofulyssesny.gov

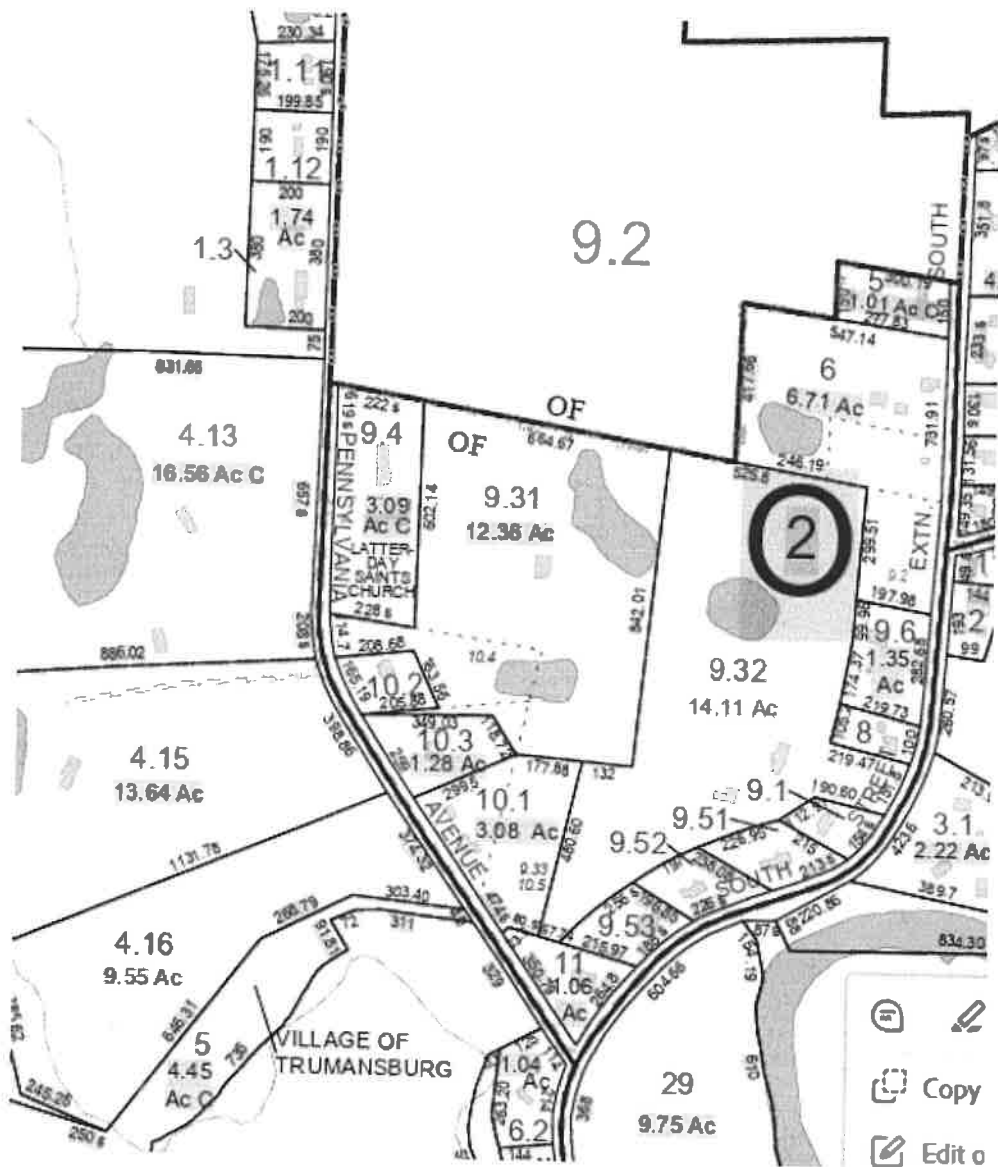
UPDATED 2024

Tompkins County: Agricultural Districts Lookup



3/3/2025







Tompkins County Clerk Recording Page

Return To

OLD REPUBLIC TITLE (COMMERCIAL)
299 S MAIN ST
SALT LAKE CITY, UT 84111-1919

Maureen Reynolds, County Clerk

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

Document Type: **DEED**

Grantor (Party 1)

THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS

Fees

Recording Fee	\$20.00
Pages Fee	\$40.00
State Surcharge	\$20.00
TP-584 Form Fee	\$5.00
RP-5217 Form Fee	\$250.00
State Transfer Tax	\$1,752.00
County Transfer Tax	\$876.00
Deed Notice Fee	\$0.00
Total Fees Paid:	\$2,963.00

Receipt Number: 24-427580

Grantee (Party 2)

MAGUIRE RED MAPLE PROPERTIES LLC

Transfer Amt: \$438,000.00

Instrument #: 2024-11831

Transfer Tax #: 000785

Property located in **Ulysses**

State of New York
County of Tompkins

Recorded on December 16th, 2024 at 12:22:54
PM with a total page count of 8.

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

BARGAIN AND SALE DEED,
WITH COVENANTS AGAINST GRANTOR'S ACTS

THIS INDENTURE, made the 13th day of December, 2024,

BETWEEN

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, having a mailing address at 50 East North Temple, 12th Floor, Salt Lake City, UT 84150, party of the first part, and

MAGUIRE RED MAPLE PROPERTIES, LLC, a New York limited liability company, having a mailing address at 320 Pennsylvania Avenue, Trumansburg, NY 14850, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and No/100s Dollars (\$10.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that tract or parcel of land situate in the Town of Ulysses, County of Tompkins, State of New York and being a part of Military Lot 6 in said Town, more particularly bounded and described in the attached Schedule A.

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party first part 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 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.

SUBJECT TO easements, rights including any prescriptive rights, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

Provided, however, that this conveyance is made and accepted on each of the following conditions and restrictions (the "Conditions"):

1. *Grantee, their successors and assigns shall not manufacture, keep for sale, or sell on the subject property any alcoholic beverages or intoxicating liquors.*
2. *Grantee, its successors and assigns shall not operate a place of public entertainment or amusement (as defined by local statutes) on the subject property.*
3. *Grantee, its successors and assigns shall not permit on the subject property a nuisance or offensive activity which is an annoyance or a nuisance to a church or private dwelling located nearby.*

4. Grantee, its successors and assigns shall not permit the subject property to be used for any residential purposes other than as one single family dwelling, as defined in the Town of Ulysses zoning law. No accessory dwelling units shall be permitted on the subject property.

5. Grantee, its successors and assigns shall not install or build additional buildings on the subject property other than accessory building permitted by 4 above and by applicable zoning law.

Notwithstanding the foregoing, the following uses of the subject property do not violate the above restrictions:

- (A) Educational, schools, nursery school;
- (B) Public park and/or playground;
- (C) Agricultural;
- (D) Municipal;
- (E) Not-for-profit;
- (F) Professional services (doctors, lawyers, accountants); and
- (G) Event center, community center and/or related uses. For purposes of clarification: (i) the sale or consumption of alcoholic beverages or intoxicating liquors at, and incidental to events does not violate the foregoing Conditions; and (ii) live music incidental to events does not violate the foregoing Conditions.

The foregoing Conditions shall run with the land and be binding upon all persons now having or hereafter acquiring any right, title or interest in the property conveyed herein (the "Subject Parcel"), or any part thereof. In the event that Grantee or any of Grantee's heirs, successors or assigns sells or transfers the Subject Parcel, Grantee shall cause the Conditions to be included in the deed to the grantee in that transaction.

Grantor shall have the right to obtain an injunction enforcing the Conditions and shall be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof.

A breach of any of the Conditions, or injunctive relief obtained by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Subject Parcel or any part thereof but the Conditions shall be binding upon, and effective against, any owner whose title to the Subject Parcel or any part thereof is acquired by foreclosure, trustee's sale or otherwise.

THIS CONVEYANCE was approved the Attorney General of the State of New York on November 5, 2024, OAG No. OAG BI-2024-26.

[Signature Page Follows]

IN WITNESS WHEREOF, the party of the first part has hereto subscribed its name by its authorized agent, this
11 day of November, 2024.

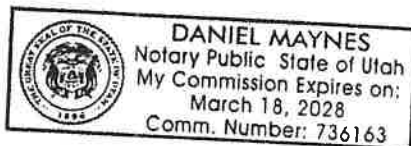
THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole, c CORPORATION
OF THE PRESIDING BISHOP OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS, a Utah
corporation sole

By: Joseph D. Lowe
Name: Joseph D. Lowe
Its: Authorized Agent

STATE OF Utah)
COUNTY OF Salt Lake) :ss

On this 11 day of November, 2024, personally appeared before me Joseph D. Lowe,
personally known to me to be the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah corporation sole, formerly known as CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who
acknowledged before me that he signed the foregoing instrument as Authorized Agent for THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS; and that said instrument is the free and voluntary act of said
Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to
execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.



Daniel Maynes
Notary Public for the
State of Utah

**BARGAIN AND SALE DEED,
WITH COVENANTS AGAINST GRANTOR'S ACTS**

Title No. 300548

Grantor:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

TO

Grantee:

MAGUIRE RED MAPLE PROPERTIES, LLC, a New York limited liability company

For Information Only:

Property Address: 319 Pennsylvania Avenue

Town/Village: Ulysses

County: Tompkins

TAX MAP: SECTION 12 BLOCK 2 LOT 9.4

Record and Return to:

Miller Mayer, LLP

215 East State Street

Ithaca, NY 14850

SCHEDULE A

PROPERTY DESCRIPTION

ALL that tract or parcel of land situate in the Town of Ulysses, County of Tompkins, State of New York and being a part of Military Lot 6 in said Town, more particularly bounded and described as follows:

Beginning at a point in the center line of Pennsylvania Avenue, which is the NW corner of lands formerly owned by John Weeks and approximately 1393.7' along the center line of Pennsylvania Avenue from the intersection of Pennsylvania Avenue and South Street, and also 125.8' along the center line of Pennsylvania Avenue from the SE corner of lands of Timothy Maguire;

Running thence S 63° 54', E 250' along a hedgerow to a pipe;

Thence S 14° W 598' to a pipe;

Thence N 68° 17' W 250' to a pipe in the center line of Pennsylvania Avenue;

Thence N 13° 30' E 576.8' along the center line of Pennsylvania Avenue to the point of beginning.

Being more modernly described on a survey made by T.G. Miller, P.C. dated 1/29/2024 described as follows:

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

BEGINNING at a computed point in the centerline of Pennsylvania Avenue, which point lies 193.5± feet southwesterly from the centerline intersection of Pennsylvania Avenue and Larchmont Drive, and which point also marks the southwest corner of premises reputedly of Scheer (Instrument #2014-11721); proceeding

THENCE South 12° 22' 17" West along the centerline of Pennsylvania Avenue a distance of 373.08 feet to a computed point; proceeding

THENCE along the centerline of Pennsylvania Avenue a distance of 236.32± feet having a chord bearing and distance of South 11° 26' 06" West 236.31 feet to a computed point in the centerline of Pennsylvania Avenue; proceeding

THENCE South 71° 16' 15" East along a northerly boundary of premises reputedly of Wilcox (Instrument #2019-12072) and passing through an axle found in the easterly line of Pennsylvania Avenue at 25.00 feet and continuing on this course another 225.00 feet for a total distance on this course of 250.00 feet to an existing iron pin; proceeding

THENCE North 11° 56' 42" East along a westerly boundary of said Wilcox premises, passing through a pin set with cap at 236.05 feet and another pin set with cap at 541.48 feet and continuing on this course for a total distance of 602.14 feet to a point, said point being 0.6' +/- southerly of a found iron pin; proceeding

THENCE North 69° 36' 33" West along the southerly boundary of premises reputedly of Mason (L609D/Pg52) and the southerly boundary of premises reputedly of Scheer (Instrument #2014-11721) a distance of 250.29 feet to the computed point at the point and place of beginning.

REFERENCE is hereby made to a survey map incorporated herein by reference entitled "Survey Map No. 319 Pennsylvania Avenue Town of Ulysses, Tompkins County, New York" dated January 29, 2024 and made by Lee Dresser, L.S. #050096, of T.G. Miller, P.C. Engineers and Surveyors, a copy of which is intended to be filed in the Tompkins County Clerk's Office together herewith.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated November 4, 1997 and recorded on March 17, 1998 in the Tompkins County Clerk's Office in Liber 815 of Deeds at Page 147.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated January 31, 1979 and recorded on February 20, 1979 in the Tompkins County Clerk's Office in Liber 569 of Deeds at Page 715.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated June 6, 1974 and recorded on July 3, 1974 in the Tompkins County Clerk's Office in Liber 526 of Deeds at Page 121.

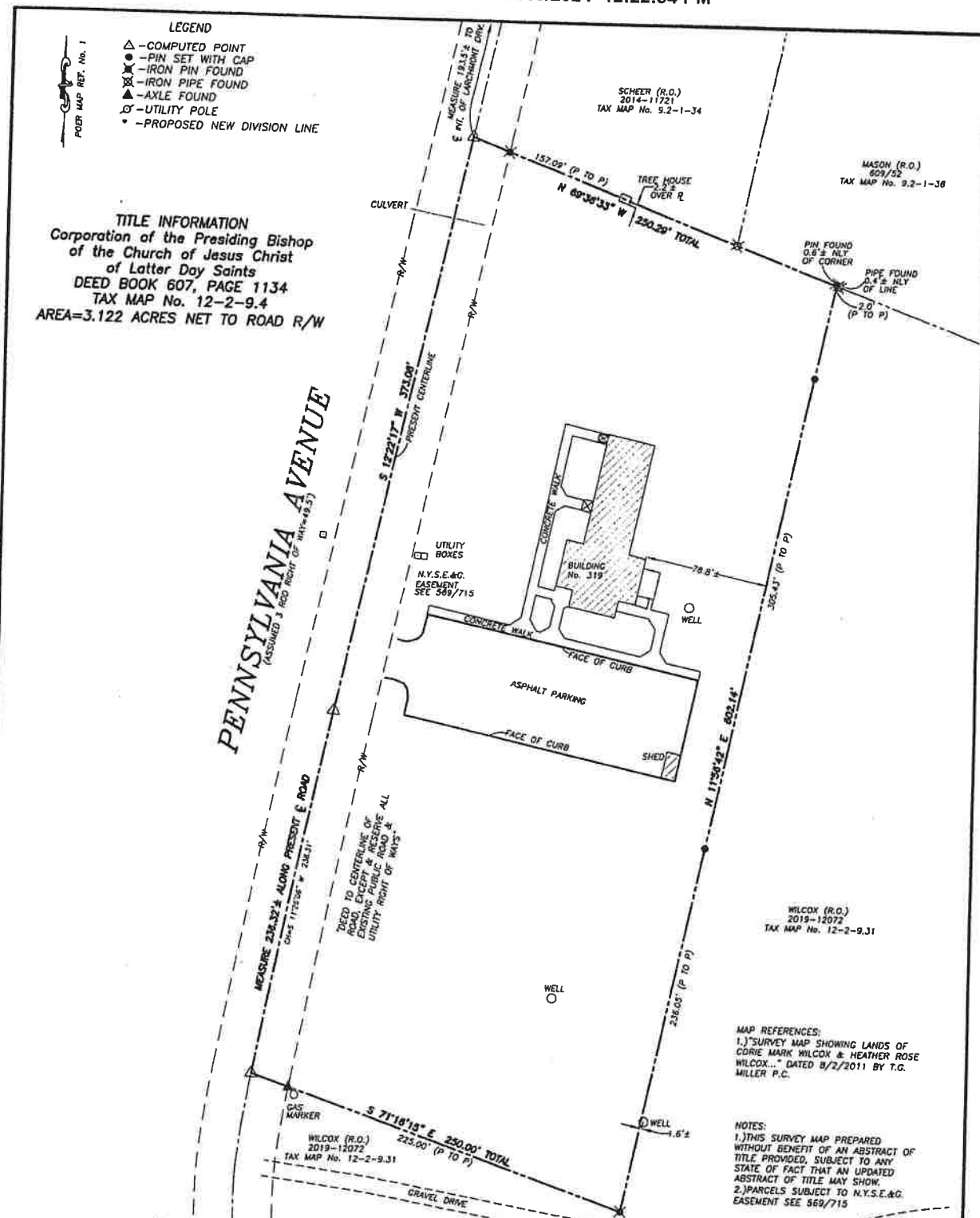
SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated December 4, 1962 and recorded on January 14, 1963 in the Tompkins County Clerk's Office in Liber 443 of Deeds at Page 429.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated November 11, 1962 and recorded on January 14, 1963 in the Tompkins County Clerk's Office in Liber 443 of Deeds at Page 428.

SUBJECT TO an easement granted to New York State Electric & Gas Corporation by instrument dated November 18, 1944 and recorded on January 13, 1945 in the Tompkins County Clerk's Office in Liber 275 of Deeds at Page 74.

BEING the same premises conveyed to THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, formerly known as CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS by Warranty Deed from Alec C. Proskine and Margaret E. Miller dated December 7, 1984 and recorded on April 5, 1985 in the Tompkins County Clerk's Office in Liber 607 of Deeds at Page 1134.

The above-described premises are known as 319 Pennsylvania Avenue, Trumansburg, New York, Town of Ulysses tax parcel #12.-2-9.4.



CERTIFICATION

CERTIFICATION

I hereby certify to
that I am a licensed
No.050096, and that
actual survey on the
supervision and that I found no visible encroachments either
way across property lines except as shown hereon.

Maguire, LLC
Miller Mayer, LLP
The Church of Jesus Christ of Latter-Day Saints
Kirtan McConkie
Old Republic National Title Insurance Company

SIGNED: *L. D. Drown*

DATED: 1/29/2024



T.G. MILLER, P.C.
ENGINEERS AND SURVEYORS
605 WEST STATE STREET, SUITE A
ITHACA, NEW YORK 14850
WWW.TGMILLERPC.COM
607-272-6477

TITLE:

SURVEY MAP
NO. 319 PENNSYLVANIA AVENUE

TOWN OF ULYSSES, TOMPKINS COUNTY, NEW YORK

DATE: 1/29/2024

S24059B

SCALE: 1"=60'

REVISÉ



**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for PAULA MAGUIRE PROPERTIES 319 PENN, LLC, File Number 250206001674 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on February 06, 2025.

WALTER T. MOSLEY
Secretary of State

Brendan C. Hughes

BRENDAN C. HUGHES
Executive Deputy Secretary of State

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION OF**

MAGUIRE RED MAPLE PROPERTIES, LLC

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: Maguire Red Maple Properties, LLC.

SECOND: The date of filing of the articles of organization is: December 4, 2024.

THIRD: The amendments effected by this certificate of amendment is as follows:

Paragraph **FIRST** of the Articles of Organization relating to the name of the limited liability company is hereby amended to read as follows:

FIRST: The name of the Limited Liability Company: Paula Maguire Properties 319 Penn, LLC.

and;

Paragraph **THIRD** of the Articles of Organization relating to the post office address to which the Secretary of State shall mail a copy of any process against the company is hereby amended to read as follows:

THIRD: The Secretary of State is designated as agent of the Company upon whom process against the Company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Company served upon him/her is P.O. Box 525, Trumansburg, NY 14886.


box SIGN 4Y/ZW651-4U63X26

Hayden R. Brainard, Jr.
Authorized Person, on behalf of
Paula Maguire, Manager

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION OF**

MAGUIRE RED MAPLE PROPERTIES, LLC

Under Section 211 of the Limited Liability Company Law

Filer's Name and Mailing Address:

Hayden R. Brainard, Jr.
Miller Mayer, LLP
215 East State Street, Suite 200
Ithaca, NY 14850

RECEIVED
DIVISION

2025 FEB -6 AM 10:05

CLERK OF COURTS
DEPARTMENT OF STATE



BOARD/COMMISSION MEMBER SITE VISIT PLANNING AND ZONING DEPARTMENT

As part of their responsibilities for reviewing your application, members of Boards and Commissions may need to conduct site visits of the subject property to enable them to observe the property and the context of the neighborhood and adjacent properties. Some applications involve a project that is not wholly visible from the public right-of-way and it may be necessary for members to access your property to observe portions of the exterior of the property not visible from the right-of-way.

By signing below, you are attesting that you understand this information and authorize members to enter onto the property, including side and rear yards, as necessary to conduct their site visit for your application.

Paula Magnin
Signature of Property Owner

3/4/25
Date

Please note, that if the property owner does not authorize the members to access your property, you may be required to provide additional information including photographic evidence of all areas of your property not visible from the right-of-way. Failure to permit property access to members or to provide additional information including adequate photographic evidence, may result in the denial of your application if there is insufficient evidence to establish that the standards have been met.



10 Elm Street
Trumansburg, NY 14886



607.387.5767



www.townofulyssesny.gov

UPDATED 2023