

September 25, 2003

TO: Town of Ulysses Planning Board

FROM: Tim Maguire

SUBJECT: Site Plan review for 1658 Trumansburg Road

After your first review of the proposed project, recommendations were made by the board. In addressing these concerns, I propose to do the following:

1. Implement a restrictive Lease allowing for:
 - a. Storage of personal property only.
 - b. Not allowing work to be performed in storage units or to use a unit as a store front.
 - c. Allowing access during reasonable hours.
 - d. Allowing Lessor to terminate Lease for any actions not acceptable to Lessor. (Sample Lease attached)
2. Install approximately 350 feet of 8 foot high wood fence on Northeast boundry extending in front of and beyond the buildings and driveway areas to reduce noise and block light to adjoining residential area.
3. Install 50 watt High Pressure Sodium lights with reflectors, reducing glare and distance of light to surrounding property yet providing a safe and secure building and grounds for the proposed project. These lights to be installed on building at a level of eight feet or below. (See attachments)
4. Placement of evergreen shrubs in front of buildings and driveway surrounding buildings.

SIGHT PLAN APPLICATION

1. NAME OF THE PROJECT

**ROUTE 96 STORAGE
1658 TRUMANBURG ROAD
ITHACA, NY 14850**

2. OWNER

**MAGUIRE FAMILY LIMITED PARTNERSHIP
P O BOX 1050
TRUMANSBURG, NY 14886
TIMOTHY J MAGUIRE (607-272-8000 EXT 8030)**

CONTRACTOR

**FINGERLAKES CONSTRUCTION COMPANY
10269 OLD ROUTE 31 WEST
CLYDE, NY 14433
315-923-7777**

3. SEE ATTACHED LIST

4. SEE MAP FOR LOT LINES, EASMENTS, ETC.

**ABUTING LAND USES –
FARMING, RESIDENTIAL, RESTAURANT
STRUCTURES WITHIN 300' OF SITE
FRANK OPRAY HOUSE,
BARN/APARTMENT,
RESTAURANT**

5. MAP TO SHOW (2) BUILDINGS 150 X 30 AND 200 X 30

FINGERLAKES DRAWINGS STAMPED BY ARCHITECT/ENGINEER

6. LOCATION OF PROPOSED ENTRANCE AND ROAD TO BUILDINGS

7. LOCATION OF LIGHTS, INTENSITY, ETC (SEE CHART ATTACHED – MARION ELECTRIC.

8. PROPOSED SIGN – SINGLE POLE 12' HIGH, 3' X 7' SIGN

9. ELECTRIC POLES, ETC (MARION ELECTRIC)

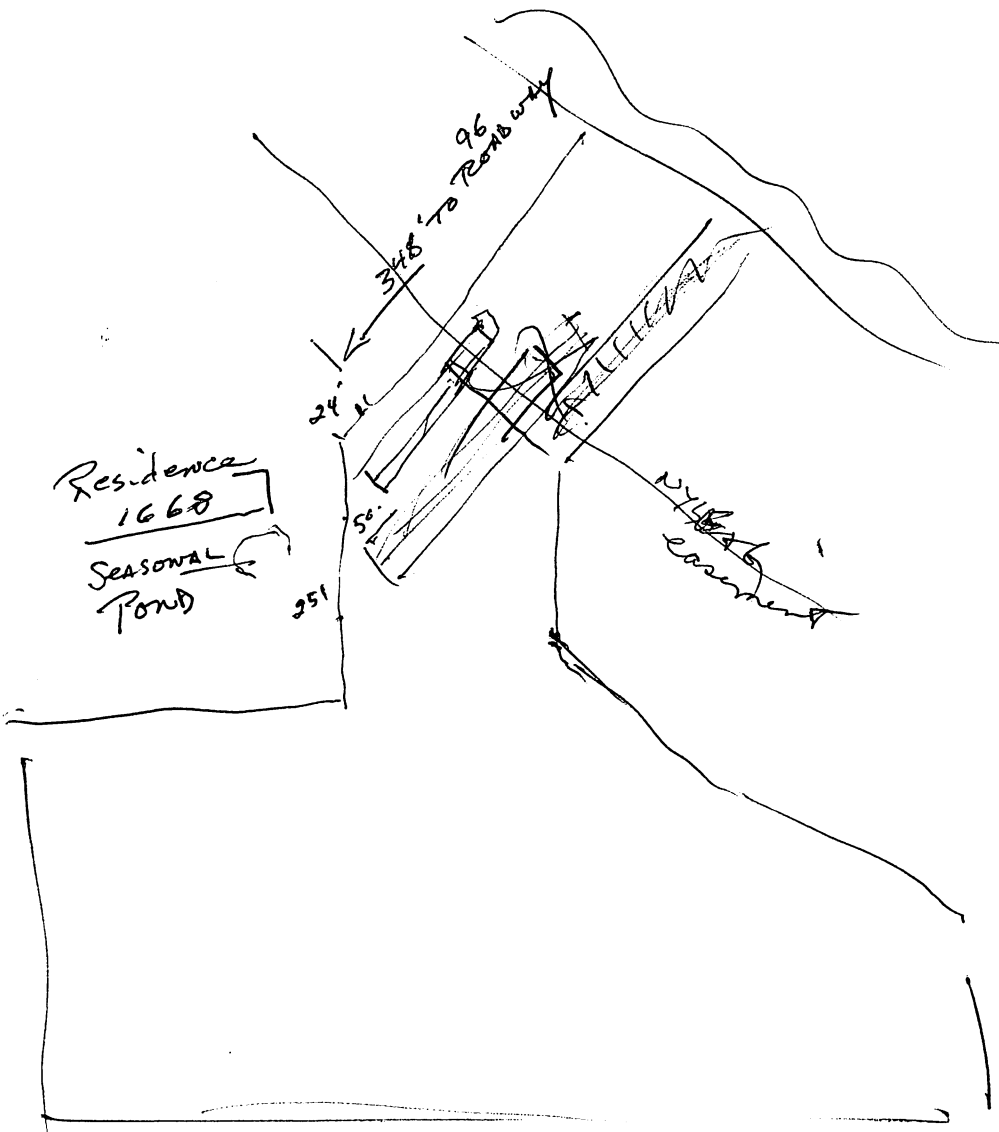
STORM DRAINAGE INCLUDING DRAINAGE SWALE AND DITCHES

10. PLANS TO PREVENT POLLUTION OF GROUND WATER AND SURFACE WATER, NEGATION OF FLOODING OTHER AREAS.

DITCH ON EACH SIDE, STONE AROUND BUILDINGS.

PAGE 2

11. SITE PLAN OF TOPOGRAPHY AT 2' CONTOUR ENTRANCE SHOW FINAL LEVEL OF GROUND AND AMOUNT OF STONE TO BE USED FOR THE PROJECT.
12. LANDSCAPE PLAN- SHOW GRASS ON FIRST 200' MOWED
13. ZONING DISTRICT BOUNDARIES WITHIN 500' – SHOWN ON MAP
14. TRAFFIC FLOW PATTERN – ROUTE 96 NORTH AND SOUTH
15. USE OF BUILDINGS : STORAGE EXCLUSIVELY, NO OTHER.
16. ELEVATION PLANS (FURNISHED BY FINGERLAKES CONSTRUCTION)



1950

THE CITY OF NEW YORK, IN SENATE,
JANUARY 10, 1950.

REPORT OF THE COMMISSIONER OF THE DEPARTMENT OF SOCIAL SERVICES

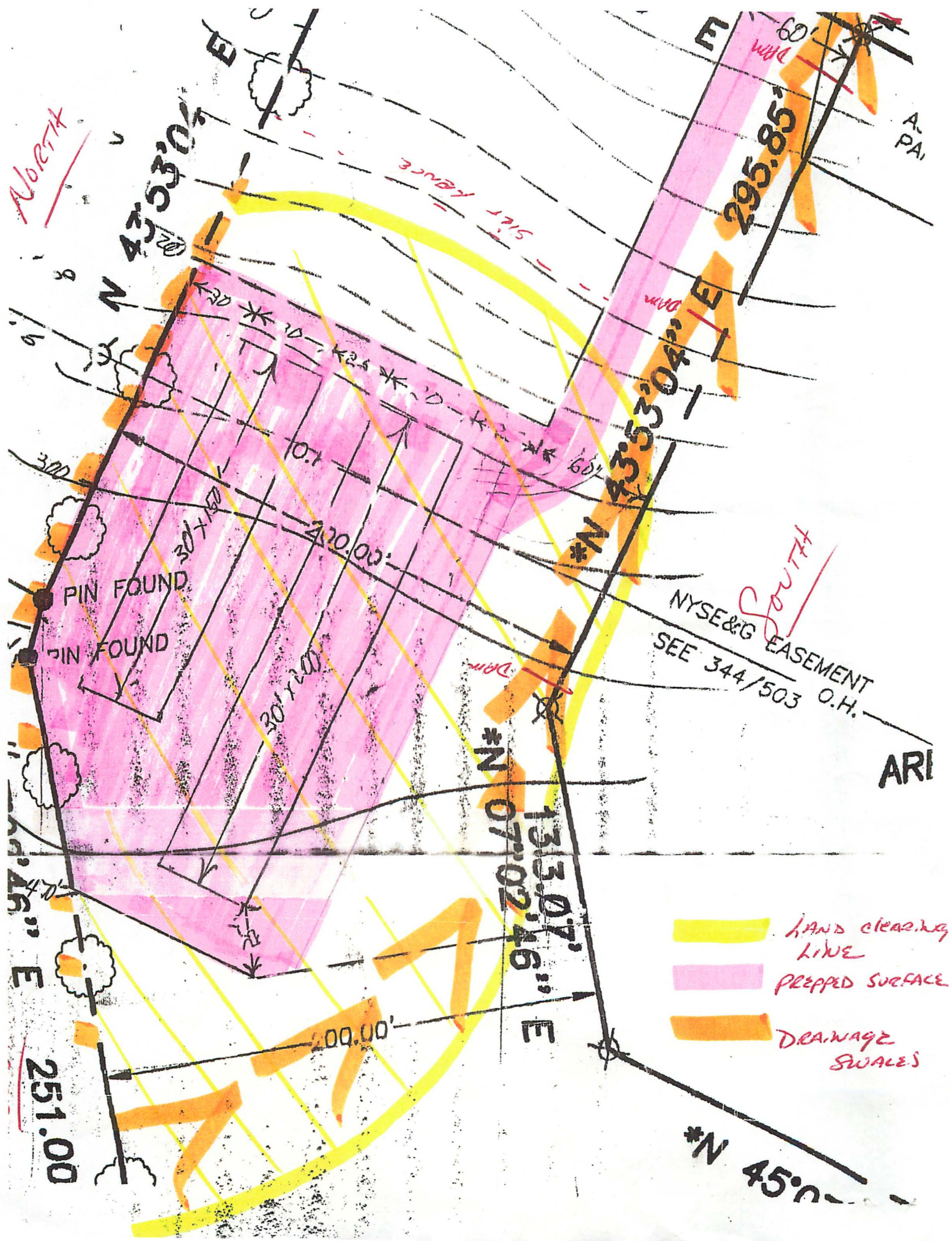
ON THE ADMINISTRATION OF THE DEPARTMENT OF SOCIAL SERVICES

FOR THE YEAR ENDING DECEMBER 31, 1949

ALBANY: JAMES B. LEE, PRINTING OFFICE, 1949

NEW YORK: JAMES B. LEE, PRINTING OFFICE, 1949

300 Commercial Zone



8' Wood Fence

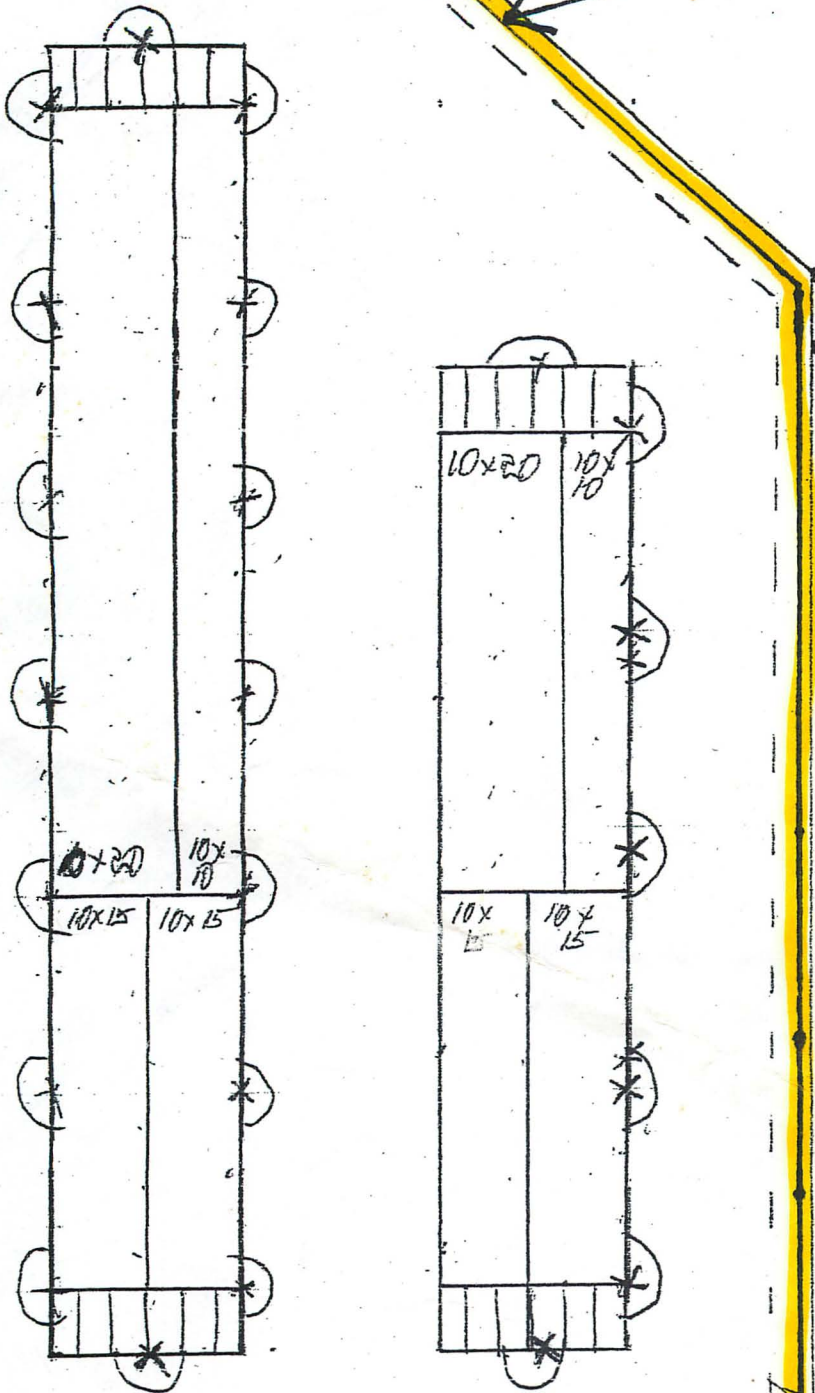
Lighting Requirements

Drainage ditch

* Lighting fixtures
 = 30' Apart or
 Distance between
 fixtures
 50 watt sodium

(19) 10x20
 (24) 10x15
 (19) 10x10
 (24) 10x5
 86 units

* Light Locations

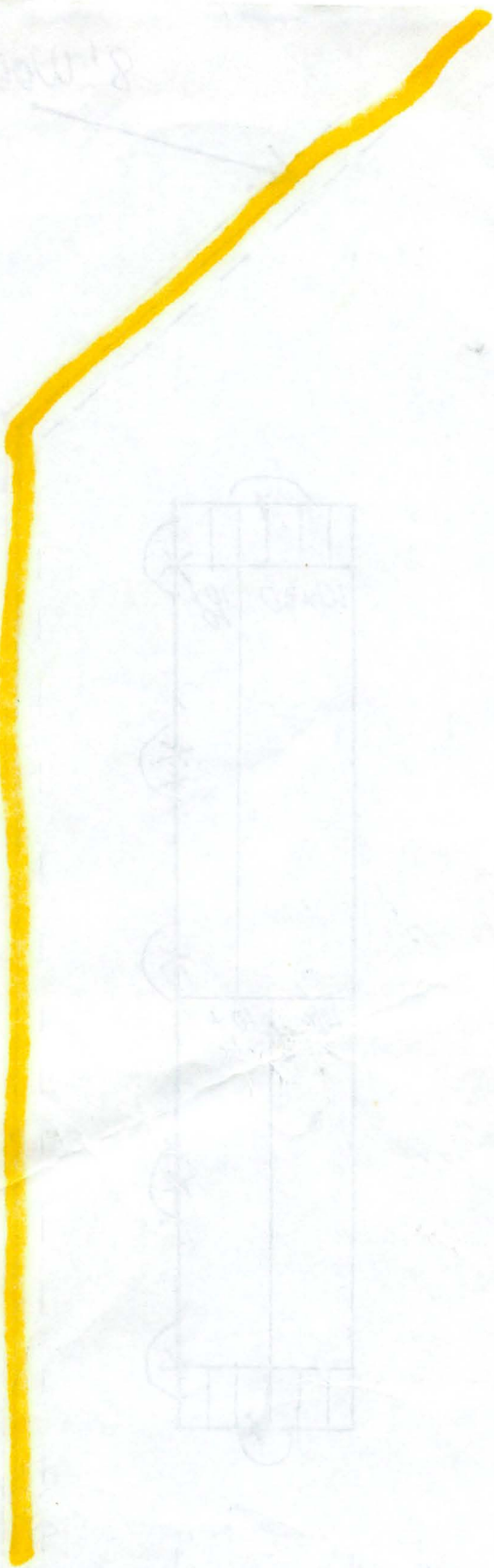


Building

1
 16 Lights

2
 7 Lights

Total 23 Lights
 50 watt sodium



Notice of Tax Map Revision

Map Information:

Swis 503689 Municipal Name TOWN OF ULYSSES
Printkey(s) 34.3-11.1, 34.3-11
Split/Merge # 436002

Change Authority:

Deed Book 428853-001 Deed Page _____ Deed Date 03/17/2003
Survey Location DRAWER XX, 83 Survey Filed _____
Grantor DELJOO Grantee MAGUIRE
Owner Request _____

Notes: PARCEL 34.3-1 HAS SPLIT INTO:

PP 34.-3-11.2 = 4.03 Ac

NP 34.3-11.1 = 10.01 Ac

Tax Map Record

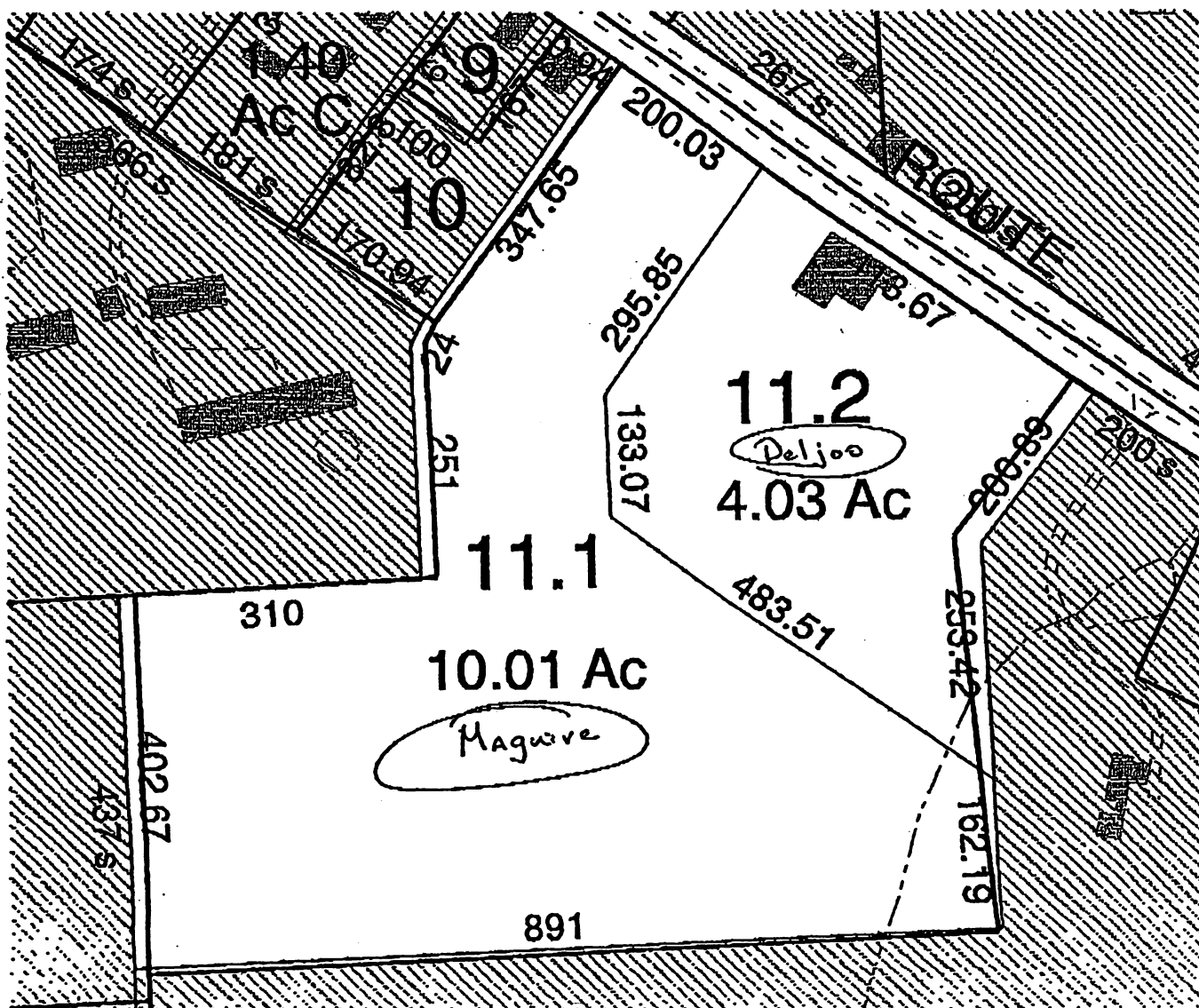
Batch # 0403 Tax Year 2004

- ☒ Split
- ☐ Consolidation
- ☐ Transfer w/No Split/Merge
- ☐ Survey Correction
- ☐ Digital Map Correction

Input 08/01/2003 By SCH

Assessor's Record

Input 9/15/03 By CL



MSN Home | My MSN | Hotmail | Search | Shopping | Money | People & Chat



No time to go back to school?

Select Free Career Kit

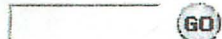
Click Here

TerraServer

Advanced Find | Info | Download

Search TerraServer

Home Image



Navigate

View: Topo Map



2 meter resolution



Map Size: Medium

Advanced Find

Famous Places

Web Services

About

1 km NW of Krum Corner, New York, United States 01 Jul 1990



Related Links:

Other Imagery:

USGS Aerial Photo 27 Mar 1995

House and Home:

- Homes for sale in 14850
- Homes for sale in 14886
- Schools, Crime and Demographics for 14850
- Schools, Crime and Demographics for 14886

Image courtesy of the U.S. Geological Survey

Source=o42076d5 Center=(-76.5843,42.4900) 0ms Running Time

MSN - More Useful Everyday

MSN Home | My MSN | Hotmail | Search | Shopping | Money | People & Chat

© 2003 Microsoft Corporation. All rights reserved. Terms of Use Advertise TRUSTe Approved Privacy Statement GetNetWise

NEW YORK COMMERCIAL LEASE

This lease agreement is entered into on this the _____ day of _____, 20____,

by and between **ROUTE 96 STORAGE**, (hereinafter called "LESSOR"), whether one or

more, and (RENTER) _____, (hereinafter called "LESSEE")
whether one or more. For valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. PREMISES AND TERM: LESSOR, hereby leases to LESSEE for the term commencing on
the _____ day of _____, 20____ and ending on the _____ day of
_____, 20____, (the "TERM") the following described premises in its
present condition, located in Tompkins County, New York:

1654 Trumansburg Road, Trumansburg, NY 14886, Storage Section # _____ (hereinafter
called the "PREMISES or LEASED PREMISES"). LESSEE also has a right for the benefit of
LESSEE, its employees, agents and invitees for access to and from the Leased Premises through
the building and over property of LESSOR adjoining the Leased Premises, and to use those parts
of the building designated by LESSOR for use by LESSEE.

2. RENEWAL: LESSEE and LESSOR may agree to extend or renew the lease, with any
agreed modifications, in a separate, signed document.

3. RENT: The LESSEE covenants to pay to LESSOR as Rent the sum of _____
Dollars (\$ _____) per month, (hereinafter "the Rent"), in advance without demand on or
before the first day of each month at the office of the LESSOR. The Rent for the month of
_____, which is the first month of this lease shall be paid in the amount of
_____ Dollars (\$ _____), which amount is the prorated rent based
upon the date this lease commences.

The LESSEE shall pay the Rent when due and payable, without any setoff, deduction or prior
demand whatsoever. Any payment by LESSEE or acceptance by LESSOR of a lesser amount
than shall be due from LESSEE to LESSOR shall be treated as payment on account. The
acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon,
or upon any letter accompanying such check, that such lesser amount is payment in full, shall be
given no effect, and LESSOR may accept such check without prejudice to any other rights or
remedies which LESSOR may have against LESSEE.

4. LATE CHARGES: LESSEE shall pay a late charge in the amount of TEN percent (10%) of
the outstanding delinquent balance for any payment of the rent not made within ten (10) days
after the due date to cover the extra expense involved in handling late payments, but not more
than \$25 dollars per unit, any one month. This charge is in addition to any other rights or
remedies of the LESSOR.

5. CONDITION OF PREMISES; USE OF PREMISES: LESSOR agrees that LESSEE, upon
paying the rent and on performing all terms of this lease, shall peaceably enjoy the Leased
Premises during the term of this lease. LESSEE shall be deemed to have accepted the same and
to have acknowledged that the Premises are in the condition required by this lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

- (a) To use these Leased Premises only for storage of personal property.
- (b) Not to permit any waste or nuisance.
- (c) Not to use the Leased Premises for living quarters or residence.
- (d) Not to use the Leased Premises for work site or store front.
- (e) Not to cause complaints from surrounding neighbors concerning noise, lights, smells and/or actions not in keeping with normal activities associated with dropping off or picking up property from personal storage facility at customarily reasonable times of the day.
- (f) To keep the Premises in good condition at LESSEE's own expense, except repairs which are the duty of LESSOR.
- (g) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.
- (h) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
- (i) To surrender possession of these Leased Premises at the expiration of this lease without further notice to quit, in as good condition as reasonable use will permit.
- (j) To surrender the Leased Premises to LESSOR at the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force.

LESSEE shall pay for any damage or repair to the interior of the Leased Premises.

No signs will be placed on Leased Premises.

At all times, LESSEE shall keep the Leased Premises clean and in a sightly and sanitary condition.

LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises.

Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and surrender the Premises in as good condition as they were at the beginning of the Term. All property of LESSEE remaining on the Premises after the last day of the Term of this lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

6. SECURITY DEPOSIT: The LESSEE, contemporaneously with the first Rent installment, agrees to deposit with the LESSOR _____ Dollars (\$_____) which sum shall be held by the LESSOR as security for the full faith and performance by LESSEE of all the terms, covenants and conditions of this lease by LESSEE.

The security deposit shall be held, applied to damages or rent and returned to LESSEE all in accordance with the laws of the state where the Leased Premises are located and in force at the time of execution of this lease.

7. LESSOR'S LIEN: As additional security, LESSEE acknowledges to the extent allowed by applicable law, the LESSOR's right to hold and sell with due legal notice all property on or to be brought on the Premises in order to satisfy unpaid Rent and expenses. No property of LESSEE brought onto the Leased Premises shall be removed by LESSEE as long as LESSEE is in default in the terms of this lease.

8. DEFAULT: Each of the following shall be deemed an Event of Default:

- a. Default in the payment of Rent or other payments hereunder.
- b. Default in the performance or observance of any covenant or condition of this lease by the LESSEE to be performed or observed.
- c. Abandonment of the premises by LESSEE.
- d. The filing or execution or occurrence of:
 - i. Filing a Petition in bankruptcy by or against LESSEE.
 - ii. Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
 - iii. Adjudication of LESSEE as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.
 - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
 - v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all its property.
 - vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation.

9. NOTICE OF DEFAULT. The parties are desirous of giving one another fair notice of any default before termination or other action under this lease requiring such notice. In the event of an act of default with respect to any provision of this lease, neither party can institute legal action with respect to such default without first complying with the following conditions:

- a. Notice of such event of default must be in writing and must be either hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the Leased Premises;
- b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this lease and shall designate the specific paragraph(s) therein which relate to the alleged act of default;
- c. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date can be not less than 10 (ten) business days from the date of mailing the notice of default.

If LESSEE fails to pay rent when due, LESSOR may serve a Notice of Default upon LESSEE, requiring LESSEE to pay within three (3) days or surrender and vacate the premises.

10. TERMINATION. Upon occurrence of any Event of Default, and after proper notice of default has been given, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law; Give notice to LESSEE that this lease shall terminate upon the date specified in the notice, which date shall not be earlier than ten (10) days after mailing or delivery of such notice.

The foregoing provisions for the termination of this lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

11. ACCELERATION. LESSEE expressly agrees and understands that upon LESSOR's termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, LESSOR may hold the portion of LESSEE's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

12. REPOSSESSION. Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or reletting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of LESSOR hereunder.

13. DEFAULT BY LESSOR. In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this lease, must first send notice by registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR ten (10) days in which to correct and cure the default or commence a good faith effort to cure such default.

14. RELETTING AFTER TERMINATION. Upon termination of this lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.

15. DAMAGES. Upon termination of this lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice the following:

- (a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
- (b) All future Rent and other payments to be due under the terms of this lease to the extent Landlord has not been able to offset same by reletting the Premises within 30 days of termination.

- (c) The costs of making all repairs, alterations and improvements required to be made by LESSOR hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.
- (d) The attorneys' fees and other costs.

16. EXCLUSIVITY OF LESSOR'S REMEDIES: The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and can be exercised concurrently or separately as LESSOR desires.

17. LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY: The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this lease.

18. RIGHT OF RE-ENTRY. LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours to examine or exhibit the premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as LESSOR may deem necessary for the purpose of permitting or facilitating LESSOR's performance of its obligations hereunder, or for any other reasonable purpose which does not materially diminish LESSEE's enjoyment or use of the Leased Premises.

19. HOLDOVER. If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE **thirty (30) days** notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

If LESSEE shall hold over without the consent of LESSOR, express or implied, then LESSEE shall be construed to be a tenant at sufferance at double the Rent herein provided, prorated by the day until possession is returned to LESSOR.

LESSEE's holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a tenant at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to LESSOR, without limitation to LESSOR's remedies and rights of recovery under applicable law.

20. NATURE OF RELATIONSHIP BETWEEN PARTIES. The sole relationship between the parties created by this agreement is that of LESSOR and LESSEE. Nothing contained in this lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.

21. WAIVER OF NONPERFORMANCE: Failure of the LESSOR to exercise any of its rights under this lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by the LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.

22. PAROL EVIDENCE CLAUSE: This instrument constitutes the final, fully integrated expression of the agreement between the LESSOR and the LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.

23. INSURANCE: LESSOR does not carry insurance for the contents of LESSEE's personal belongings on the Leased Premises.

24. NOTICES. All notices and communications concerning this lease shall be mailed to the parties at the following addresses:

LESSOR
Route 96 Storage
PO Box 1050
Trumansburg, NY 14886

LESSEE

25. COURT ACTION, ATTORNEY'S FEES AND COSTS. If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits.

26. ASSIGNMENTS AND SUB-LEASE: The LESSEE hereby agrees not to assign this lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased Premises, without the written consent of the LESSOR, under penalty of instant forfeiture of this lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

27. INTERPRETATION. Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

28. MODIFICATION. Any modification or amendment off this agreement shall be in writing and shall be executed by all parties.

29. SEVERABILITY CLAUSE: If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

30. LAW TO APPLY: This lease shall be construed under and in accordance with the laws of the State of New York. Those laws shall govern every aspect of the enforcement of this lease.

31. OTHER PROVISIONS:

All documents such as schedules, exhibits and like documents are incorporated herein and shall initialed by all parties. If LESSEE is a corporation, each person executing this lease represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation. Those persons further represent that the terms of this lease are binding upon the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

LESSEE(s)

LESSOR(s)

Signature

Signature

Signature

Signature