

villageclerk@auroranewyork.us

From: James Orman <fargomoose@hotmail.com>
Sent: Tuesday, May 30, 2023 2:16 PM
To: Ann Balloni
Subject: Fwd: To Share at the Meeting tonight if needed

Can you print 6 copies please. Thanks

Sent from my iPhone

Begin forwarded message:

From: Jonathan Gibraltar <jgibraltar@wells.edu>
Date: May 30, 2023 at 11:07:55 AM EDT
To: Jim Orman <fargomoose@hotmail.com>
Subject: To Share at the Meeting tonight if needed

Dear Residents of the Village of Aurora:

I have been reflecting on the concerns that are arising regarding the sale of McGordon House and the "Right of First Refusal" on approximately 300 feet of lake frontage which includes the old railroad bed to Aurora Golf, LLC. Let me clarify that the ROFR only applies to a small parcel encompassed within the 300 foot parcel and is known to us all as the railroad bed. It does not apply to the parcel surrounding the railroad bed. You will see that all of our efforts—those of Wells College, the village of Aurora and, Aurora Golf, LLC are heartfelt, honest and with the same end in mind. That is, a true park at the south end of the village that opens access to the entire village and guests to the lake in a beautiful park like setting. That is the commitment we have all made to this project. I think that Grace Bates offer to invest a significant amount of money to create this park is to be highly commended and, she must be recognized for such an impactful act of generosity. If Mrs. Bates commits her funds to improve the park, it will be the beacon of our community. If this does not occur, there is no money to improve the property and it will remain as it is. To be completely honest, I wonder what causes people to have mistrust in such an action that will benefit everyone now and into the future.

I wanted to add some clarity to ensure all are aware of what a "right of first refusal" (ROFR) actually is. At some point in the past, Pleasant Rowland transferred the ROFR on some of the Wells College properties to the village of Aurora. I want you to understand that this was done without our knowledge or permission. We were notified after the transfer had been completed and, therefore it is possible that the transfer was not, in and of itself legally binding. However, the ROFR is very simple. Essentially it says that if Wells College desires to sell the railroad bed encompassed within that 300 foot parcel, we have to ask the Village of Aurora if they desire to purchase it first. If the village says they either do not want it or cannot afford it, we have the legal right to sell it. The village does not actually have the right to stop the sale, unless they exercise the ROFR.

In thinking this through, I think it comes down to trust. Wells College is committed to creating a scenic park for the village of Aurora that opens up lake access and, Aurora Golf, LLC is committed to the same important project. It is important to recognize that Kevin Fitzgerald is a lifelong resident of this village. He grew up here, as did Jim Orman, our mayor. You will see the MOU we have all signed committing to the creation of this extraordinary park to begin to realize the vision that the south end of the village will

be as appealing as is the north end of the village. I hope we can all work together in the spirit of trust and based upon our commitment to the future for Aurora.

Jonathan Gibraltar, President
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