

I would like to respectfully request the Board's permission to waive regulatory setback restrictions, and be allowed to enforce the provisions in the Encroachment Agreement between the neighboring properties at 40 and 44 Sun Path Road (See enclosed copy) This encroachment agreement was created because several days before closing on the sale of 40 Sun Path, the title company showed a small corner of the existing deck to be intruding on the empty lot next door by approx 18" to 2'. (See document enclosed) My Real Estate Attorney made arrangements with Seller to get an encroachment agreement between the current owners which was executed and properly attached to the deed. The Tompkins County bank attorney also signed off on this solution. Because of this, I reasonably thought I had in good faith met all regulatory requirements and proceeded with the purchase.

I am first requesting that the terms of the encroachment agreement be allowed to stand with the provision that the deck will be brought up to regulatory standards to the satisfaction of the Lansing Code officer.

As a second fallback request, if this less desirable alternative would satisfy the Board, it would be possible to shear off the small intruding corner of the deck and remove the part that was physically on the neighbors property. This should cause only minimal damage to the overall viability, value, and integrity of the deck. As a side note, this alteration will also nullify the encroachment agreement, as it forbids alterations to the deck. But with a Variance granted on the setback and the deck then fully on my property, the deck's location should be safe from any further challenge without reliance on the current Easement Agreement.

However, if the full statutory setback requirement was enforced, it would shear a diagonal line across the middle of the deck rendering it functionally unusable (Doc B) and destroying a beautiful \$75,000 deck that is much enjoyed. I would also have to bear the additional cost of demolition, loss of use, loss of appraisal value, and the loss of the value of the encroachment agreement.