

## Niels Tygesen

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**From:** Bob Sprole [REDACTED]  
**Sent:** Monday, May 4, 2026 5:12 PM  
**To:** Niels Tygesen; Lori Asperschlager  
**Subject:** Written comments regarding 1513 Taughannock Blvd (Kearl) Application  
**Attachments:** 5033781\_74 - Defendant's Exhibit VVV.pdf

Please confirm receipt of this email

To the Town of Ulysses Planning Board:

My name is Robert Sprole. My wife, Shari Sprole and I live at 1517 Taughannock Blvd. Our property is adjacent to 1513 Taughannock Blvd, the subject of this application before this Board, and the property of Kenneth and Patricia Kearl. We have concerns about certain items, both included in the site plan and missing from the site plan, that we seek to bring to the Planning Board's attention during its review of the subject application.

Also attached to this email, at the request of the Planning Office, is Defendant's (Kearl) Trial Exhibit VVV, referred to Decision and Order on page 15 in the paragraph marked "4." The Planning Office also requested a copy of the version of Plaintiff's (Sprole) Trial Exhibit 66, also referred to on page 15 of the Decision and Order, but we have not been able to locate a copy of the marked-up version referred to on page 15. Upon information and belief, the original remains in the possession of the Court.

### **Gravel Parking Area Easement**

I believe that many on the Planning Board are aware that this topic has been the subject of litigation between ourselves and the Kearls. That litigation was concluded by the issuance of a Decision and Order (D&O) of the NYS Supreme Court for Tompkins County on March 12, 2026. Among other things, the Court found that we have an easement for parking that extends onto the Kearls property. The Court determined the size of the parking easement to be 350 sq. ft., or 35 ft. by 10 ft., and provided some guidance as to its location (D&O p15-16, Paragraph "4"). After the final location of the parking area is determined, further revisions to the Kearl site plan and/or workscope may be necessary.

The site plan map provided with the Notice of Public Hearing is dated January 28, 2026, several weeks prior to the release of the D&O. As such, the map does not reflect either the location or existence of the gravel parking area/easement. It shows instead proposed construction activity along the northern edge of the Kearl property, including any area that could be reasonably considered for the gravel parking area. We are concerned about the possibility of the parking area being altered in such a way that would require extensive repair or regrading. Moreover, the Kearls are required to remove any obstructions placed by them that would prevent us from accessing the parking area from across the boundary line along the 35 ft section of the parking area that directly abuts our property. Until the location of the parking area is established, it will not be possible to determine which of the obstructions must be removed to allow access. Additionally, the Court provided that the Kearls "...shall not utilize the gravel parking area for their own purposes" (D&O p22, Para. "VI").

To resolve this situation, we are actively engaged with a surveyor to specifically identify the location of the parking area. We believe that it will require some time to complete this task, possibly 4-6 weeks. We will provide the results to the Board when complete.

### **Gates Between Kearl Driveway and Access Road**

Prior to the construction of our current house, the driveway of the previous version of our house, with the full, and unblocked, parking area that crossed onto what is now the Kearl property provided space enough for many trucks, and the occasional neighbors' boat trailer to turn around. However, since our use of the parking has been obstructed, many larger vehicles are unable to turn around at the end of the access road (eg., propane trucks, landscaping trucks, utility trucks, and many other service and delivery vehicles larger than a pickup truck). Many have chosen to turn around in the Kearl driveway, and back down the rest of the access road, including the propane truck that often services both houses. We expect that larger emergency vehicles may face issues with access.

It is possible that, depending on both the reduced size of the parking easement area, and its ultimate location relative to the deeded 20 ft. wide access road easement, larger vehicles may still have challenges trying to turn around, leading again to concerns about safety and access issues for the houses along the access road.

### **Requests**

1.) We respectfully request that the Planning Board postpone consideration of this application until such time as we can complete the survey project that is currently underway, identify the proper location for the gravel parking area, and have the opportunity to provide it to this Board for review.

2.) We respectfully request that the Planning Board take into account concerns regarding issues of safety and access to our house and others along the access road as well as for those providing services and/or deliveries.

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lot located on Defendants’ property pursuant to the ROW Agreement and enjoin Defendants from interfering with Plaintiffs’ use of the gravel parking lot, and order Defendants to immediately remove any obstructions or other items from said gravel parking lot.

**4. Size and Location of Portion of Gravel Lot on Defendants’ Property**

As determined herein, Plaintiffs’ parking rights in the gravel parking area were granted via the ROW Agreement which incorporated the 1993 Survey (Trial Exhibit 49, p. 7). This Court has been tasked with ascertaining the scope and measurements of the portion of the gravel parking area on Defendants’ property. The 1993 Survey depicts a gravel drive feeding into a gravel parking lot, with the entry into the parking lot and a portion of the parking lot being located on Defendants’ property; the portion of the parking area on Defendants’ property is not defined with measurements on the 1993 Survey. This Court was presented with an amended version of the 1993 Survey completed in 2000, which was annexed to Plaintiffs’ deed when they purchased the property (Trial Exhibit 48, p. 5). Trial Exhibit 48 shows a very similar portion of the gravel drive and gravel parking area on the Defendants’ property, but, again, there are no measurements. On May 10, 2019, another survey was completed and depicts both the former location of the gravel drive prior to the 2004 shift, and the new gravel drive location after the 2004 shift (Trial Exhibit 51).

4/11  
p. 15

At trial, Defendants called an expert witness, Land Surveyor Michael Reagan (hereinafter “Surveyor Reagan”), who testified utilizing a survey completed on August 24, 2022 (Trial Exhibit VVV). Surveyor Reagan amended the August 24, 2022 survey on January 20, 2023 for use at trial, and for the purposes of demonstrating the changes in the location of the gravel drive after the shifting in 2017, and for illustrating where he believed the gravel parking area to be located present day (Trial Exhibit VVV). Expert Reagan also drew on Exhibit VVV with a pencil and a highlighter to provide an illustration of the gravel drive position after the first shift in 2004 and before the second shift in 2017 (Trial Exhibit 66).

Defendants’ expert witness opined as to his opinion of where the portion of the gravel parking area on Defendants’ property is located. Surveyor Reagan testified that his opinion as to the location of said parking area was a rectangle demarcated with diagonal red lines on Defendants’ property (thirty feet long, running along the parties’ boundary line, and ten feet in width extending over onto Defendants’ property) (hereinafter the “red diagonal rectangle”) (Trial Exhibit VVV). Plaintiffs argue this Court should find the portion of the gravel parking area on Defendants’ land to be larger, extending further to the west of said red diagonal rectangle, to include the area of the

original gravel drive. Plaintiffs argue the area of the portion of the gravel lot on Defendants' property should be determined to be fifty-five feet in length along the parties' boundary line, with the same ten-foot width throughout (i.e. the red diagonal rectangle and an additional rectangular parcel immediately adjacent to the west running along the parties' boundary line, twenty-five feet in length along the boundary line, and the same ten feet in width over the Defendants' boundary line).

This Court finds it is proper for Surveyor Reagan to exclude the ten-foot gravel access road (as the access road was shifted at the request of the Plaintiffs) when ascertaining the red diagonal rectangle, but Surveyor Reagan should not have excluded a fifteen-foot-wide gravel access road. Utilizing the red diagonal rectangle on Exhibit VVV as a reference point, this Court opines that the gravel parking area should also include an additional rectangular parcel immediately adjacent to the west of the red diagonal rectangle - five feet in length along the boundary line further to the west, with the same ten-foot width, resulting in a parking area with a length of thirty-five feet along the boundary line and a width ten feet over the boundary line into Defendants' property.

#### **B. Plaintiffs' Trespass Claim**

Plaintiffs' second cause of action alleges Defendants have trespassed onto the Plaintiffs' gravel parking area and harmed it by placing fencing and boulders and other obstructions to prevent Plaintiffs' use of the gravel parking area. Plaintiffs seek monetary damages and an injunction preventing Defendants from prohibiting Plaintiffs' use of the gravel parking area. The elements of a claim of trespass are an intentional entry onto the land of another without permission (see Ivory v Int'l Bus. Machines Corp., 116 AD3d 121, 129 [2014]). When viewing the evidence of trespass provided at trial, this Court finds that the alleged trespasses by Defendants are the same actions constituting the breach of the ROW Agreement (see Magliocco v MKB Fam., LLC, 199 AD3d 576 [2021]; Eden Roc, LLLP v Marriott Int'l, Inc., 116 AD3d 486, 487 [2014]). Plaintiffs' claim for trespass is dismissed as it is duplicative of its breach of contract claim (see 517 Union St. Assocs. LLC v Town Homes of Union Square LLC, 156 AD3d 1187, 1191 [2017] (holding dismissal of duplicative claims appropriate); Ferran v Williams, 194 AD2d 962, 963 [1993]).

#### **C. Defendants' Trespass Counterclaim**

The elements of a claim of trespass are an intentional entry onto the land of another without permission (see Ivory v Int'l Bus. Machines Corp., 116 AD3d 121, 129 [2014]). Defendants argue that Plaintiffs exceeded the scope of any easement they have over Plaintiffs' land and trespassed

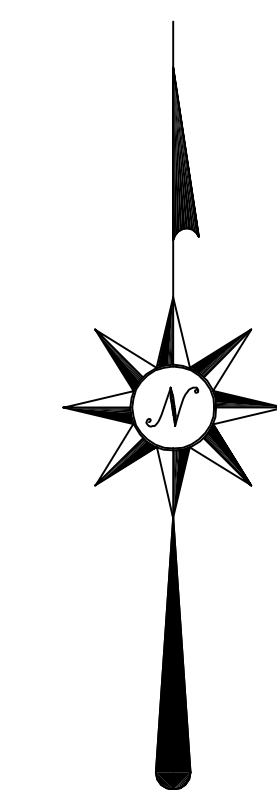
### CONCLUSION

And the Court having read and reviewed the aforementioned pleadings delineated herein in the Procedural History section;

Based upon the foregoing, this Court finds as follows:

- I. It is ADJUDGED that Plaintiffs do possess a parking easement and parking rights on Defendants' property in the location of the portion of the original gravel lot located on Defendants' property as is further delineated herein; and
- II. It is ADJUDGED that said location of the portion of the original gravel lot located on Defendants' property is delineated supra in subsection (4) Size and Location of Portion of Gravel Lot on Defendants' Property; and
- III. It is ADJUDGED that Defendants breached the ROW Agreement by placing obstructions along the boundary line which prevented Plaintiffs' access to the portion of the gravel parking area on Defendants' property; and
- IV. It is ADJUDGED that Plaintiffs have trespassed on Defendants' property without permission from Defendants; and
- V. It is ADJUDGED that Plaintiffs have breached the parties' oral agreement by failing to compensate Defendants for the landscaping fees affiliated with the 2017 shifting of the gravel access road; and
- VI. It is ORDERED that Defendants shall remove any further obstacles blocking Plaintiffs' access to the portion of the gravel parking area on Defendants' property as defined herein and Defendants are hereby permanently enjoined from taking any further actions to prohibit Plaintiffs' use and enjoyment of said gravel parking area and shall not utilize said gravel parking area for their own purposes; and
- VII. It is ORDERED that Plaintiffs are permanently enjoined from any additional trespass on Defendants' property and shall not enter onto any portion of Defendants' property except for the permissible use of the access road and gravel parking area as defined herein, unless explicitly invited in writing or granted permission in writing by Defendants, including a prohibition against any trespass on Defendants' land to access the portion of the gravel parking area on Defendants' property as Plaintiffs may only access said portion of the gravel parking area via their own property; and
- VIII. It is ORDERED that Plaintiffs shall pay Defendants \$3,615.20 in damages for Defendants' breach of contract claim within thirty days of this Order; and
- IX. It is ORDERED that Plaintiffs shall pay Defendants \$2,638.35 in attorney's fees, as previously ordered by this Court, within thirty days of this Order; and

LOCATION MAP  
 SHOWING VARIOUS POSITIONS OF A DRIVEWAY  
 OVER LANDS OF  
 KENNETH & PATRICIA KEARL  
 TOWN OF ULYSSES ~ COUNTY OF TOMPKINS  
 STATE OF NEW YORK  
 TAX MAP NO.: 18-1-19.8  
 REFERENCE DEED: INSTRUMENT NO. 440267-001



LEGEND:

- EXISTING MONUMENT AS SHOWN
- ⊕ UTILITY POLE
- O/H OVERHEAD UTILITIES
- BOUNDARY LINE PER T.G. MILLER SURVEY

- REFERENCE MAPS:
- 1) "SURVEY MAP SHOWING LANDS OF JAY C. WILSON & JOHN MARSH KUSCHNER..."  
MADE BY T.G. MILLER P.C.  
DATED FEB. 3, 2003.
  - 2) "KEARL TOPOGRAPHIC SURVEY..."  
MADE BY REAGAN LAND SURVEYING  
DATED JULY 17, 2003.
  - 3) "TOPOGRAPHIC MAP SHOWING A PORTION OF LANDS OF  
STUART WILSON, WARD WILSON & MARSHA HEINITH..."  
MADE BY T.G. MILLER P.C.  
DATED MAY 1, 1980, LAST AMENDED FEB. 22, 1982.
  - 4) "MAP SHOWING PARCELS TO BE CONVEYED BY LESLIE L. & LOUISE F. WILSON..."  
MADE BY T.G. MILLER P.C.  
DATED DEC. 6, 1977.
  - 5) "MAP OF LOTS ON LESLIE L. & LOUISE F. WILSON PROPERTY..."  
MADE BY CARL CRANDALL, C.E.  
DATED DEC. 13, 1966, LAST AMENDED JUNE 5, 1989.
  - 6) "SURVEY MAP 1517 TAUGHANNOCK BOULEVARD..."  
MADE BY T.G. MILLER P.C.  
DATED JULY 2, 1993.

1) AMENDED JAN. 20, 2023, TO SHOW 1993  
 LOCATION OF GRAVEL DRIVE & PARKING.  
 PER REFERENCE MAP NO. 6.

DRAWING FILE: 2022125.DWG  
 COORDINATE FILE: 2003236.CRD

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JOB NO.: 23-017	SCALE: 1"=20'	
DRAWN BY: A. PUZO, DATED: AUG. 24, 2022		
SIGNED: <i>Michael J. Puze</i> Copyright 2023. All Rights Reserved. Reagan Land Surveying		

