Parks, Timothy

From: Fries, Greg
Sent: Monday, March 30, 2009 12:14 PM
To: Dailey, Mike; Dailey, Janet
Cc: 'rtgreenwald@sbcglobal.net'
Subject: RE: Opposition to 6234 S. Highlands CSM

All,

I went out to the site and met the applicant today. Turns out I have been here before (at the objecting residents home) although I cannot exactly recall when. The applicant has redirected a good deal of drainage that comes onto his property from off-site lands through his property and directly to the storm sewer system as shown on the attached WORD document. This takes the majority of his property and a good deal of off-site water around the problem area. A portion of the applicants roof area still drains to the yellow area.

The new proposed home will be to the N and W of the existing pool (see aerial).

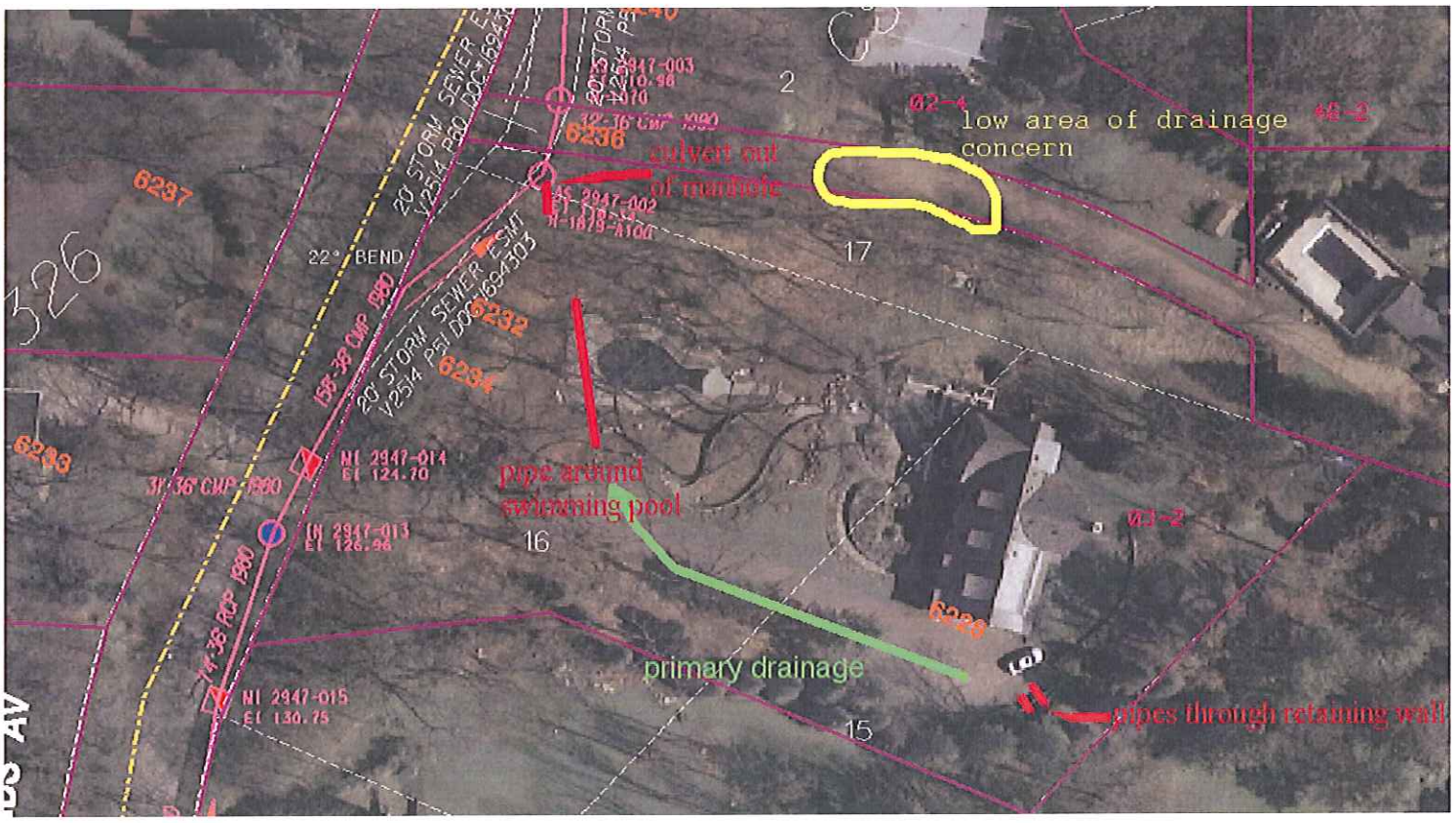
I have the following recommendations:

1) a storm sewer and drainage plan by an PE should still be required and approved by City Engineering
2) the water from the new roof drains should be directed toward the existing culvert out of the manhole (shown on attached)
3) an agreement between the two newly created lots be signed allowing the drainage to go across property lines - especially needed since the new lot is taking water into a pipe from off-site lands.

Beyond that it is my opinion that the current resident has taken reasonable actions to protect his existing property and redirect it to the storm sewer system and no other work (beyond the above) is needed. There is a simple solution to the ponding area (in yellow on attachment) which according to the applicant he has offered to share in the cost of with the objecting resident (about 100 feet of very shallow ditch along the south side of the driveway). That solution cannot be implemented without the cooperation of the objecting resident (property lines). Apparently that offer by the applicant to share in these costs still stands.

I have copied the applicant on this summary.

Thanks
Greg


low area of drainage concern
culvert out of manhole
pipe around swimming pool
primary drainage
pipes through retaining wall
6236
6237
6232
6234
6233
6228
22° BEND
17
16
15
2

March 26, 2009

Statement of Highlands Community Association, Inc. recommending denial of the proposed lot division at 6234 S. Highlands Avenue, Madison, Wisconsin

The Highlands Community Association, Inc. recommends denial of the proposed division of the present deep residential lot located at 6234 S. Highlands Avenue, Madison, WI, because it does not comply with the provisions of Section 28.04(11) of the Madison Ordinances.

The Highlands Community Association (hereafter "The Association") is an incorporated membership association which functions through a board of directors elected by the members of the association at the annual meetings of the association. All residents of the neighborhood known as the Highlands are eligible to be members of the association.

Section 28.04(11) (a) states, "....The intensive development of a deep lot is not a matter of right but instead a privilege granted to the developer by the City when the Plan Commission makes a finding that such development is in the public interest." The proposed lot division does not comply with the standards of 28.04(11), nor does it meet the standards the Plan Commission must consider as set forth in the Conditional Use section of the Zoning Ordinance, 28.12(11)(g).

First, section 28.04(11)(b)1 states: "and further provided that the rear lot shall have an **access to an improved public street through an unobstructed strip of land** (emphasis added) not less than thirty (30) feet in width. Such strip of land shall be a part of the rear lot and shall not be used to satisfy any area, yard or usable open space requirement." The proposed lot division includes a 30 feet strip of land as part of the rear lot, but the southern 25 feet of the strip is designated as a no-clear area through a recorded land use restriction agreement. This 25 feet strip is currently wooded and must remain so under the easement, and therefore can not be considered "unobstructed." Regardless of whether the driveway to the rear lot is located outside of the required 30 feet strip, the 25 feet no-clear area can not be used to satisfy the requirement of "access to an improved public street through an unobstructed strip of land." In considering the standards set forth in the Conditional Use section of the Zoning ordinance, specifically section 28.12(11)(g), two provisions of that section come into play.

Subsection (g) 3 states, "That the uses, values and enjoyment of other property in the neighborhood for purposes already established shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use. " "Uses", "values", and "enjoyment" are three different criteria. While it is true that the neighborhood may certainly continue to be used for the purpose stated in the R1R zoning of the Highlands, the Association believes that the division of this particular deep residential lot will substantially reduce both the value and the enjoyment of the immediately adjacent homes, two of which face the proposed new lot, as well as the neighborhood as a whole. Placing a new home in front of the existing home would detract from the present nature of the neighborhood, and such is not in the public interest. While there have been

other lot divisions in the Highlands neighborhood, none of them was, we believe, a division of property having such a narrow, and already restricted, nature as the present lot.

Subsection (g) 5 states, "That adequate utilities, access roads, drainage, parking supply, internal circulation improvements, including but not limited to vehicular, pedestrian, bicycle, public transit and other necessary site improvements have been or are being provided."

Three of these criteria are implicated. The proposed new lot sits at an elevation above the lots located to its North. The same is true of the existing deep lot as a whole. When the existing home on the deep lot (a very beautiful home, which is the result of a tear-down and rebuild by the present owners) was built, there were substantial drainage problems resulting in runoff and damage to the properties to the north. We understand this resulted in a citation to the owner. The proposed new lot includes a lower lying area, designated on the survey as a pool, which indeed it now is. In order to build on that proposed new lot, we believe the pool would have to be filled in, with the result that substantial new drainage problems would be imposed on the lot to the north. The Ordinance does not state that the drainage standard is met merely because it might be possible to solve the drainage problem in the future. The ordinance requires that "drainage.....and other necessary site improvements have been or are being provided." No solution has been or is being provided.

The present residence has several existing paved parking places which are for the use of the rear residence, but are located on the proposed new front lot. These parking places are shown on the survey. These parking places will be lost to the rear lot, thus eliminating parking supply which is presently necessary and appropriate to the existing residence itself. No substitute parking has been or is being provided.

Subsection 5 also requires that "adequate" vehicular access be provided. This issue dovetails with our first point that the rear lot must include access to the improved public street through an unobstructed strip of land not less than 30 feet in width. The survey shows a joint driveway, which appears to be less than 30 feet in width. Thus, if the sense of the 30 foot requirement is to include actual or realistic future access to the rear lot, such is not provided by the joint driveway. And the joint driveway is of course not a part of the rear lot, it is a part of the front lot, for most of its length, including its access to South Highlands Avenue.

Finally, the topography of the new lot coupled with the driveway access to the rear lot, the front yard, rear yard and side yard setbacks of the R1R zone will significantly limit the building envelope, affecting the expectations of future buyers.

For these reasons, the Association believes the proposed lot division is not in the public interest, and should be denied.

Highlands Community Association, Inc.

by: J.D. Walker, president

Jack D. Walker, president

AMEDEO GRECO
Arbitrator
6240 SOUTH HIGHLANDS AVENUE
MADISON, WISCONSIN 53705
PHONE: 608-233-9796
FAX: 608-233-0124

March 23, 2009

Plan Commission
ATTN: Tim Parks
Room LL100
215 Martin Luther King, Jr., Boulevard
P.O. Box 2985
Madison, WI 53701

Re: Proposed Subdivision of Deep Residential Lot
Located at 6234 South Highlands Avenue,
Madison, Wisconsin

Dear Mr. Parks:

Given the past severe drainage problem caused by Roger and Nancy Greenwald's property, I am requesting that the Plan Commission deny the Greenwald's pending application to subdivide their deep residential lot because any such subdivision may adversely affect the uses, value and enjoyment of my own property.

These past problems are detailed in the enclosed May 7, 2005, and August 12, 2005, letters from me to Mr. Greenwald which explain how Mr. Greenwald's property caused flooding in my washroom.

Mr. Greenwald then claimed that his property was "at most a 10% contributor" to the water problem. He also claimed that the water problem was caused by the slight incline in my driveway, even though there never was a problem before or after the time the Greenwalds built their house; that my "blocked gutters" caused the problem, even though Mr. Greenwald never inspected them and even though they were not blocked; and that I had a "crappy" basement with a "crack," even though representatives from the Zander company examined my basement and told me that there was no problem with it. He also asserted that a record rainfall caused the problem, even though there was no water problem whatsoever when the prior record rainfall, which was only one inch less, occurred several years earlier.

6

His property, in fact, was a 100% contributor to the water problem because (1), his house sits atop a 40-50 foot hill, thereby causing water from his property to seep onto my property and into the washroom; (2), he admitted to increasing the incline on that hill by about 7 percent when he built his house, thereby increasing that water run-off; (3), he took down all of the vegetative cover on the side of the hill next to my property, thereby increasing the water run-off even more; and (4), a City of Madison representative who examined this situation told me that the water from his house-roof and the concrete mass by his house increased by tenfold the amount of water run-off because that water formerly was absorbed by the ground when it was covered with the vegetation he cut down.

All of the above led to what Mr. Greenwald called "ponding" – i.e. a large water mass on his property which was about 60 feet long and about 5-8 feet wide and which was directly across from my flooded washroom. That "ponding" existed for about 4-5 months.

Mr. Greenwald, who called himself a construction "expert" and who was his own general contractor when he built his house, further aggravated this situation by failing to put up a silt fence, thereby causing considerable mud and water to run off his property onto my neighbor's property and my property during the construction of his house.

The City of Madison on June 16, 2005, therefore issued him an Official Notice stating that he was violating Madison General Ordinances 37.07, 38.08, 37.10 and 37.11 by failing to erect an erosion control fence (i.e. silt fence) and that he therefore had to:

. . .

> "Stabilize surface runoff by erosion control fence, or other suitable alternative along the low side(s) of the lot," and to "Clean the street and sidewalks of mud and debris to a shovel clean condition on a daily basis." (Emphasis added).

. . .

Mr. Greenwald caused yet more water run-off when he deliberately ordered the destruction of bushes and other foliage along a 200 feet or so strip of land by my house which he knew was outside his property line since a string of construction sticks and flags stated "property line," thus clearly delineating where his property ended. He told me he did so because the bushes were a "terrible invasive weed" which threatened the hardwood trees on his own property.

Because of his actions, it was necessary for me to buy and plant about 15-20 new bushes to replace the prior bushes he personally ordered destroyed.

All of this is relevant to the Greenwald's pending application because their property is extremely unique in its topography, so much so that it already has posed a serious drainage problem.

In addition, a subdivision of their lower lying property and erection of a new house requires the removal of the approximately 90-100 foot swimming pool which now sits right in the middle of the proposed new lot. That, in turn, will require a major realignment of the proposed lot's topography and landscaping, thereby raising the strong possibility that it will create another drainage problem.

Furthermore, nothing will prevent the new owner(s) of the proposed lot from increasing the incline of the lot by any amount he/she may choose just as the Greenwalds did, thereby increasing the water run-off and raising the possibility that new "ponding" and flooding of my home will re-occur.

In addition, nothing will prevent the new owner(s) of the proposed lot from building a very large roof and mass of concrete by their house just as the Greenwalds did, which can increase the water run-off tenfold and thereby raise the possibility that new "ponding" and flooding of my home will re-occur.

A new owner also may cut down every single tree, every single bush, and every single piece of vegetative cover near my property just as the Greenwalds did, again increasing the water run-off and raising the possibility that new "ponding" and flooding of my home will re-occur.

Given this history and all these uncertainties, the Greenwalds clearly have failed to meet their burden of proving that it is in the public interest to grant them the privilege of subdividing their lot which may once again raise the foreseeable possibility, if not probability, that new "ponding" on the property will cause flooding in my home.

Having failed to meet this burden of proof, their application should be denied because that is the only way of making sure that the use, value and enjoyment of my own property will not be impaired.

I thank you for your attention to this matter.

Very truly yours,

Amedeo Greco

AG/mb
Enclosures
cc Mr. Roger T. Greenwald, 6234 South Highlands Avenue, Madison, WI 53705
(without enclosures)

AMEDEO GRECO
Arbitrator
6240 SOUTH HIGHLANDS AVENUE
MADISON, WISCONSIN 53705
PHONE: 608-233-9796
FAX: 608-233-0124

May 7, 2005

Mr. Roger Greenwald
6234 South Highlands Avenue
Madison, WI 53705

Dear Mr. Greenwald:

I spoke to you on June 1, 2004, June 4, 2004, and June 5, 2004, about the water in my wash room and my concern that it was caused by the construction of your house at 6234 South Highlands Avenue, Madison, Wisconsin. You subsequently sent me an e-mail dated June 6, 2004, wherein you denied that was the case.

In our June 1, 2004, conversation when you visited my home and saw the wet rug in the wash room, you told me to contact the Zander company to "hear what he has to say" about the source of the water problem. You also told me to contact the Weather Channel to confirm that May 2004 set a record for rainfall because you heard May was a record breaking month for rainfall. You added that such a heavy rainfall was an "act of God," and you suggested that I put a fan on the carpet in the wash room to dry it out and that I use Clorox for the rug.

When I told you that the water had seeped into the room because of hydrostatic pressure, you replied: "Your basic analysis is partly correct." You added that "There is a depression" in my driveway which might be the cause of the water problem. You said that you would contact your landscaper about possibly digging a trench along our property line to drain off the water coming down off your property, and that the landscaping on your property – wherein you cut down trees and dense foliage – "is at most a 10% contributor" to the water problem.

You also told me that you had increased the incline of the hill upon which your house sits by about 7 percent. Although I cannot determine the precise height of the hill, it looks to be about 40 – 50 feet high.

You also pointed to the large pool of water at the base of the hill on your property and said "ponding by [my] driveway is contributing to the problem." You explained that "ponding" referred to the water that was collecting on your property which was about 60 feet long and about 5 – 8 feet wide. You said: "We've got to get a way to take care of ponding."

You also said that the problem is with the person who put in the driveway because he created a dam "which is not apparent except for heavy rain. There is only 5% difference caused by landscaping."

You ended our conversation by saying: "This is not a hard and fast position."

I told you during our discussion that I would consider calling Zander; that it was unlikely that the May 2004, rainfall caused the water problem because prior heavy rainfalls did not produce any water in the wash room; that no water had ever before run from my driveway to the wash room; and that I had never seen any "ponding" on your property during the prior four years I have lived in my home.

You and I then agreed that we would think things over and that we would get back in touch with each other.

During our discussion, you never once referred to the gutters on my house or to the house foundation.

I telephoned you on June 4, 2004, and told you that I would contact Zander and have Zander inspect my house to see where the water was coming from, and that I had checked with the Weather Bureau which confirmed that May 2004 set a record for rainfall. I also pointed out that May 2000 marked the prior record for rainfall; that only one inch of rain separated that record rainfall from the May 2004 record rainfall; that I did not experience any water problem when I moved into my home in May 2000; and that it was unreasonable to assume that only one more inch of water caused the water problem. I then asked whether you had spoken to your landscaper about digging a trench.

You replied that he would do it on a time and materials basis and that it would take 1 or 2 people a day or two to dig it, but that you did not have an estimate of what it would cost. You then said that you had company and that you would call me back.

You telephoned me on June 5, 2004, to say "Where are we?" You then rhetorically asked "is there a causal link between the construction of your home and the water problem," to which you answered: "The more I think about it, the more I say so."

You asked whether the grading materially affected the flow of water running down your property, and that "The answer is clearly no." You explained there is a chance that there is more water running off one side of your property; that there is a natural depression in my driveway which causes ponding on both sides of the driveway; and that, "The problem may simply be your basement is below" the water line.

You then said that we should sit down together and figure this out, and that you did not agree that the construction work on your house had caused the water problem.

I then asked whether you still agreed that hydrostatic pressure had caused the water problem. You replied that you would not pay to remedy it and that I would have to do so myself.

You added "You know you have hydrostatic pressure," and that "It's coming from God, Amedeo," and the natural water table.

I told you that May 2000 was the prior record for rainfall and asked you why I did not have a water problem at that time. You had no answer to my question.

You also claimed: "I have complied with all building codes."

You added words to the effect: "Even if my construction temporarily caused problem by grading and lack of vegetative cover" and "put you over the line, it still doesn't make sense to me that the responsibility is on me."

You then said "You've got issues" with the house foundation; that "It seems like a stretch" to blame you for the water problem; that my house is very low and that I have a faulty driveway; and that "You obviously have a crack in your basement."

You added that while the water problem may be caused by "ponding," "It doesn't make sense that I caused the problem." You also suggested that I dig a trench on my side of the property and that I should pay for it and that you would give me permission to channel the water to your end of the property.

I stated that you had earlier agreed that the trench should be built on your property, to which you replied: "This is a process," and "I'm not bound by what I initially say."

You admitted that you personally ordered the cutting down of the buckthorn bushes on our neighbor's property. You described the bushes as a "terrible invasive weed," and said that "There was an error that the Drane's savaged me for," and that: "The big Drane came down on me like a ton of bricks."

You explained that you ordered the buckthorn bushes cut so the hardwood trees on your property would get a "better chance" to grow. You also claimed: "I did not give proper instructions to the tree guy" regarding the destruction of the buckthorn bushes because you mistakenly believed they were on your property.

You added that "I'm not adverse to some cost sharing" and that it is a matter of proportion; that you would pay about 20 percent of the trench's cost; and that, "I did a back of envelope analysis after talking to . . ." the landscaper; and that the cost of the trench would be about $2,000 - $3,0000.

We discussed how we would further communicate over this issue given the fact that you would be out of town on vacation for several months.

When I asked you for your summer telephone number so we could talk further, you replied "I don't want to talk to you this summer." You also said: "Who are you to piss me off. If you think I'm responsible, you are a lawyer, sue me."

You also said "You've got a crappy foundation."; "This is not my problem, it's your problem"; and that, "Until I see some convincing evidence, it's not rationale for you to blame me."

You added: "My wife is an attorney. She's a graduate of the Harvard Law School. I'll ask her about sending letters."

I asked when I would get such a letter and you replied: "Whenever I goddamn feel like it."

You also said "You're the guy with the irrational behavior"; that "I may send you one to get it off my back"; and that, "Your colleagues in dispute resolution would be highly embarrassed by you." You also said "All this is harassment" and "You're building a case against me."

You then sent me your June 6, 2004 e-mail.

Several Zander employees in November 2004 inspected the house foundation pursuant to your earlier suggestion. They did not find any cracks or any defects of any kind during their visit.

As for your June 6, 2004 e-mail, it wrongly asserts: "I understand that it rained ten inches on the weekend of the leak."

That claim is false. It rained 10.8 inches for the entire month of May 2004, and it only rained 1.53 inches between May 26 – 31, 2004.

Your June 6, 2004, e-mail also claims: "I can tell you with full confidence as an expert that you are in error."

As an "expert," you must certainly know that you were required to comply with all applicable City of Madison building regulations when you built your house.

You violated those regulations because the City of Madison on June 16, 2004, issued an Official Notice telling you that you were violating Madison General Ordinances 37.07, 38.08, 37.10, and 37.11 by failing to erect an erosion control fence (i.e. silt fence). You were then ordered to: "Stabilize surface runoff by erosion control fence, or other suitable alternative along the low side(s) of the lot." You also were ordered to: "Clean the street and sidewalks of mud and debris to a shovel clean condition on a daily basis."

Your June 5, 2004, claim to me that "I have complied with all building codes" is therefore demonstrably false.

In addition, your refusal to erect a required silt fence until you were ordered to do so caused considerable mud and water to cascade from the top of your property onto my driveway, thereby requiring me to clean it up. It was only after the silt fence was finally erected that this problem abated.

As an "expert," you also know where your property ends and where your neighbors' property begins. Indeed, there were - and there still are - flags and sticks which state "property line" and which clearly show the boundary line separating your property.

Yet, in spite of those flags and sticks, and in spite of your self-proclaimed "expert" status, you told me on June 5, 2004, that you personally ordered the destruction of the buckthorn bushes on the Drane's property because they were a "terrible invasive weed."

You did much the same thing on the other side of your property when you ordered the destruction of other trees and shrubs even though your written agreement with that neighbor (the Lakes), expressly stated that they were to remain.

As an "expert," you also claimed that my house has a "crappy foundation" and that is the source of the water problem.

You know that claim is false.

There is, in fact, no problem with the foundation, as you never saw any flaws in the foundation when you visited my house on June 1, 2004. Indeed, Zander's representatives confirmed that the foundation is in excellent condition when they inspected my house.

Since you personally suggested that I contact Zander, (I never heard of them before you mentioned them), and since they worked on your own house, I trust their expertise over yours.

As an "expert," you also know that you have taken steps to greatly increase the amount of water that runs off one side of your property and towards my property.

A representative from the City of Madison who came out and examined this situation told me that water from your house roof and the concrete surrounding your house increases by tenfold the amount of water run off because that water formerly was absorbed by the ground when it was covered with the vegetation you cut down. He also said that the ground on your property is very compacted because of construction equipment and that it may take about ten years for ground cover to fully absorb that water.

That takes us to the "ponding" on your property.

That "ponding" sits at the base of the very large hill upon which your house sits. Anyone looking at your property, even a non-expert, can tell that rain runs down the hill and collects in your pond – a critical fact which you chose not to mention in your June 6, 2004, e-mail.

Since that "ponding" never previously existed in the time I have lived in my house, and since you have done everything possible to increase the water runoff on your property by raising the grade by 7 percent and by destroying almost all of the prior vegetation cover which absorbed prior rainfalls, it is clear that you are responsible for the increased water that is now directed at my property and which – when collected in the pond – seeps into my wash room.

I therefore am putting you on notice via this letter that I will hold you accountable for any future damage caused by the water runoff and "ponding" on your property.

Amedeo Greco

AG/mb

AMEDEO GRECO
Arbitrator
6240 SOUTH HIGHLANDS AVENUE
MADISON, WISCONSIN 53705
PHONE: 608-233-9796
FAX: 608-233-0124

August 12, 2005

Mr. Roger Greenwald
6234 South Highlands Avenue
Madison, WI 53705

Dear Mr. Greenwald:

Your May 27, 2005, letter is a study in avoidance.

You first try to avoid taking any responsibility for the comments you have made to me by wrongly claiming that my earlier May 7, 2005, letter to you "contains numerous misstatements of fact and mischaracterizations of our discussions . . .", and that "it is not at this time necessary or in either of our interests to bicker over who said what when."

In fact, all of the quoted statements you have made tome are accurate including such statements as "Who are you to piss me off. If you think I'm responsible, you are a lawyer, sue me"; "You've got a crappy foundation"; "You're the guy with the irrational behavior"; "You know you have hydrostatic pressure" and that "It's coming from God, Amedeo" and the natural water table; "You obviously have a crack in your basement"; "You've got a crappy foundation"; "Your colleagues in dispute resolution would be highly embarrassed by you"; and "All this is harassment."

You also told me that you personally ordered the buckthorn bushes – which you called a "terrible invasive weed" - on the Drane's property cut down because "I did not give proper instructions to the tree guy."

You next try to avoid taking any responsibility for the water runoff on your property into the large "ponding" area near my property by claiming that water runs onto your property from the higher property owned by the Lakes, the Turski's and "others," and that water flows onto my property "from the Drane's property. . . ."

You thus avoid mentioning that the "ponding" on your property only occurred after you cut down the dense trees and foliage on your property which you told me on June 1, 2004, "is at most a 10% contributor to the problem," and after you also increased the incline of the hill upon which your house sits by 7%.

You also try to avoid the consequences of the changes you have made by claiming that your construction plans were "reviewed for drainage, inspected and approved by the city of Madison prior to, during and after construction."

If this statement is meant to imply that you have complied with all of the City of Madison's building code, that statement is demonstrably false since you were cited by the City of Madison on June 16, 2004, when you were issued an Official Notice telling you that you were violating Madison General Ordinances 37.07, 38.08, 37.10 and 37.11 by failing to erect an erosion control fence (i.e. a silt fence). That is why you were ordered to "Stabilize surface runoff by erosion control fence, or other suitable alternative along the low side(s) of the lot," and to "Clean the street and sidewalks of mud and debris to a shovel clean condition on a daily basis."

If your statement is meant to imply that the City of Madison ever approved the drainage on your property after you cut down nearly all of the vegetation, that, too, is false.

You go on trying to avoid taking any responsibility for your actions by claiming that the real cause of the "very occasional ponding" rested with the fact that my basement is "apparently not very well constructed."

Since you recommended that I contact the Zander Company to inspect my basement, and since its representative subsequently inspected my basement pursuant to your suggestion and found absolutely no defects of any kind, your contrary claim is flapdoodle.

In another attempt to avoid taking any responsibility for the water problem, you claim that "should this matter come to litigation," you will ask the court to correct the "ponding which your driveway is causing on our property . . ."

That, too, is flapdoodle since anyone looking at your property during a rain can see that water cascades down the side of your property and that it, rather than the driveway, is the cause of the ponding. Any possible doubt of that is dispelled by the fact that there was no ponding before you moved in and the further fact that the driveway water does not run off to the ponding area which is about 15-20 feet from the driveway.

Again trying to shift responsibility, you state that when you visited my home on June 1, 2004, you saw "blocked gutters" and other defects which "in my professional opinion as a contractor, are the most likely causes of your problem."

Since you never inspected my gutters – indeed, you then suggested that I inspect them myself - and since Zander never found any such purported defects, your contrary claim is one more bit of flapdoodle.

Moreover, while you now offer your "professional opinion" as a contractor, there is reason to question that "professional opinion" when: (1), you chose to not comply with all applicable City of Madison building regulations when you built your house, thereby violating several Madison General Ordinances; (2), you claim there are defects in my house foundation even though Zander's representatives - the very people you recommended - found absolutely no defects of any kind when they inspected my house; and (3), you claim that you did not know where the Drane's property line was located when you personally ordered their buckthorn bushes to be cut down – that, even though a ten year old could tell that by simply looking at the many property line flags which told you where the Drane's property ends and where your property begins.

You then go on to suggest that "we cooperate in the redirection of this segment of the floodwaters by placing a drainage ditch along the uphill side of my driveway, channeling the water down my driveway to the street."

In order words, you want me to help pay for a drainage ditch on the other side of your property which is about 190 feet away from my property. Your proposed solution therefore would be built about 160 feet from the "ponding" problem and does little to remedy any of the water runoff on the side of your property which has caused that problem.

Moreover, if I listened to your "professional opinion" last year when you told me to build a ditch by my property, and if I now listen to your "professional opinion" by helping pay for a ditch which is on the far side of my property and far removed from the ponding area, I will have financed two ditches, only one of which you are now claiming would do any good.

With all due respect, that is not the kind of "professional opinion" I value.

That is why your May 27, 2005, suggestion is rejected and why the remarks in my May 7, 2005, letter still stand.

Amedeo Greco

AG/mb

Planning Commission
Room LL100 MMB
215 Martin Luther King Jr.Blvd
PP Box 2985
Madison,WI 53701

Dear Dept of Planning and Economic Development,

I, Peter Lake and my wife Ulrike Lake live next to the Greenwald property which is at 6234 S. Highlands Ave. We strongly oppose the proposed division of the present residential lot. When the Greenwalds moved to this neighborhood they purchased a strip of land from us and we drew up a legal agreement with them, which is filed, to forever preserve the integrity of our lots and preserve the privacy and beauty of this unique neighborhood. We would not have sold them the land if this Land use restriction was not in place.

The agreement has several restrictive covenents which govern the use of the property including one which states:

---

a There shall be no clearing of trees with a trunk diameter at ground level larger than two inches (2"), and there shall be no improvements or construction of any kind (whether temporary or permanent) permitted within the zones designated on Exhibit C, attached hereto, and more particularly described as that area twenty-five feet (25') north of, and ten feet (10') south of the entire lot line between parcels AB and BC (identified as "Designated No-Clear Zone AB" and "Designated No-Clear zone CB" on Exhibit C)

Despite this clear language and our numerous discussions with the Greenwalds where they indicated to us that preserving their lot and our lot and insuring the privacy and beauty, and serenity of our homes was their utmost concern, they did not abide by this agreement when they tore down the existing house and re-landscaped. We understand that Mr. Greenwald is an experienced builder from Washington D.C. and apparently has decided to sell here, maximize his return and go back East. It was our experience based on his breach of our no-clear agreement that he simply forges ahead without regard to the interest of others. We think this proposed lot division is an example of forging ahead without the regard to the interests of his neighbors, or the neighborhood as a whole. We do not believe such conduct or motivation justifies granting the privilege of deep lot division.

The whole back of our house faces his property and looking out of our family room, bedrooms, kitchen etc. we have already been impacted by his removal of many of the trees and his landscaping. We have adjusted by putting up a partial fence to not see his parked cars at his lower parking areas and planted shrubs and trees to help deal with the removal of the natural privacy screening that he did without our approval on our " No Clear Zone". The thought of having to look at a house when we look out of our rooms

when we designed this house to look at the trees and nature is devastating to us. This is why we are in this unique neighborhood. We love the space and serenity of our surroundings. The irony is that Mr. Greenwald valued the same things we did and this is why he moved to this neighborhood and why he carefully landscaped his surroundings to guard his privacy and built a natural pool in this proposed front lot. He would be the first to complain to you if the stakes were reversed and his surroundings were being altered.

The Greenwalds now want to include the purchased property within their proposed new lot in order to meet the City's minimum size requirement for a lot even though they led us to believe that the listed changes in the agreement would be the only changes made. We would not have sold them this land had we known of his intentions. Had they not purchased our property, they may not satisfy the City's minimum size requirement for a lot.

This therefore is not a situation of where a landowner is being denied the right to subdivide a lot which he/she reasonably believed he/she could subdivide at the time of the property's initial purchase. This, instead, is a situation where the Greenwalds want to speculate on land which now can be sold only after I and my wife were unfairly induced into selling them part of our property.

Their application therefore should be denied because they do not deserve this privilege and because it is not in the public interest to reward land speculation which so adversely affects our valued privacy.

The reason for this letter and why we cannot be at the meeting in person is due to the Madison school district spring break. We have long standing plans to meet grandparents on vacation that we cannot change at this point.

Sincerely,

Peter Lake

cc Badger Surveying and Mapping