

## Bailey, Heather

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**From:** Lauren Lofton <[REDACTED]>  
**Sent:** Monday, September 28, 2020 9:35 AM  
**To:** Bailey, Heather; Schultz, Trent  
**Subject:** 1047 Spaight Street  
**Attachments:** 1047 Spaight Porch Roof.jpg; Boundary Agreement\_.pdf; Exhibit A to Boundary Agreement.pdf

Caution: This email was sent from an external source. Avoid unknown links and attachments.

Heather and Trent,

We write to you regarding the Landmarks Commission Application dated September 14, 2020 (the "Application") for the replacement of an existing side porch (the "Project") at 1047 Spaight Street, Madison, Wisconsin ("Subject Property"). We are the owners of the property located at 1039 Spaight Street, Madison, Wisconsin ("Our Property"). Our Property lies immediately southwest of the Subject Property, and the subject porch lies between our home and the home located on the Subject Property. Below please find our comments regarding the Project as described in the Application:

- 1) The existing porch, which is visible from the street, reflects historic character in the architectural elements of the support columns, the dimensioned, decorative roof framing/brackets, the decorative molding, and the unusual and unique design of the porch roof. We note that a photo of the existing porch roof was not including with the Application and thus have attached a photo of the roof to this email for your information. We further note that the historic character of the existing porch ties in with the balance of this historic home designed by Claude and Starck. We do not see the retention or preservation of any of these historic elements in the proposed replacement porch (which features a utilitarian design more commonly seen in suburban new construction) and thus do not believe that a certificate of appropriateness is warranted for the Project as currently proposed in the Application.
- 2) On Sheet A-2 (Site Plan), the applicant indicates that the replacement porch will be of the same size, height and color as the existing porch. Sheet A-3 (Existing Plan) indicates that the dimensions of the existing porch are 4' x 4', and Sheet A-4 (New Plan) indicates that the dimensions of the replacement porch will be 4' x 4'. In our review of the Application, we did not see the height of the existing porch or the proposed replacement porch documented.

For your reference, attached please find a boundary agreement recorded with respect to Our Property and the Subject Property, which includes a recent survey attached as Exhibit A (the "Survey"). Per the Survey, the existing porch currently extends 3.35' from the wall of the home on the Subject Property and runs parallel to the lot line for 4.2'. Further, the outside edge of the existing porch is located 1.22' from the property line between the Subject Property and Our Property. To the extent an increase in size of the porch is permitted under the code (and, we assume such an increase is not permitted due to setback and other requirements), then we would oppose any such size increase. Further, we trust City staff will take all appropriate steps to ensure that the size of the porch is not increased during any approved construction.

Please let us know if you have any questions regarding the foregoing. Thank you for considering our comments.

Sincerely,





**BOUNDARY AGREEMENT**

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5632655  
09/03/2020 10:35 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 6**

**\*\*The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter.\*\***

Recording Area

Name and Return Address

**Attorney Jessica J. Shrestha  
Wheeler, Van Sickle & Anderson, S.C.  
44 East Mifflin St., Ste. 1000  
Madison, WI 53703**

251-0710-073-1308-5 and

251-0710-073-1309-3

Parcel Identification Number (PIN)

**This Boundary Agreement is not a conveyance, and is not subject to a transfer fee.**

**This Instrument was drafted by:**

Attorney Chantelle M. Ringe

Hill Glowacki, LLP

&

Attorney Jessica J. Shrestha

Wheeler, Van Sickle & Anderson, S.C.

## BOUNDARY AGREEMENT

1. The undersigned, David M. Thornton, is the record title holder of the property legally described as: The Northeast 39 feet of Lot Three (3), Block One (1), Urdahl's Subdivision, in the City of Madison, Dane County, Wisconsin; and an Easement for right of way for common driveway as set forth in instrument recorded in Vol. 87 of Misc., page 20, as # 502517 (the "Thornton Lot"). The undersigned Sharon McLean Kelley is the spouse of David M. Thornton (collectively, "Thornton-Kelley").
2. The undersigned, David J. Stanowski and Lauren K. Lofton (collectively, "Stanowski-Lofton"), are the record title holders of the property abutting the Thornton Lot to the southwest and legally described as: Lot 2, and the Southwesterly 1 foot of Lot 3, Block 1, Urdahl's Subdivision, in the City of Madison, Dane County, Wisconsin (the "Stanowski Lot").
3. Thornton-Kelley and Stanowski-Lofton, collectively, are the Parties to this Boundary Agreement.
4. The Parties hereby agree that their mutual legal boundary is as described in their respective record legal descriptions and as shown in the survey attached hereto as Exhibit A as the northeast line of the Stanowski Lot, bearing South 45 degrees 17' 58" East, without regard to any fencing, encroachments, or prior or present uses of either property (the "Property Line").
5. The Parties hereby agree that the Property line shall remain the permanent boundary between the Thornton Lot and the Stanowski Lot, unless agreed to in writing by the Parties, and no subsequent use, occupation, possession or encroachment by either Party will create a legal or equitable right, based on prescription, adverse possession or any other legal or equitable basis, to continue said use, occupation, possession or encroachment.
6. There is a Hackberry tree (the "Tree") located along the Property Line, which is depicted on Exhibit A as "LARGE TREE". To the extent that Stanowski-Lofton wish to remove the Tree, they shall have the right to do so at their sole cost and expense. Stanowski-Lofton shall indemnify or shall cause their tree removal contractor to indemnify Thornton-Kelley for all damage, if any, caused by the tree removal process.
7. No use, access, occupation, possession or encroachment by any Party on or to the other Party's lot is authorized hereunder.
8. The Parties, hereby release and discharge each other from any and all claims, damages, causes of action or suits of any kind or nature whatsoever, which they may now have against each other, relating in any way to the Property Line, the Thornton Lot, the Stanowski Lot or to the use, occupation of, ownership of, or title to, the

Thornton Lot or the Stanowski Lot. This release does not alter the parties' rights to enforce the terms of this Agreement.

9. All of the terms and conditions in this Boundary Agreement, including the benefits and burdens, shall be perpetual, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

10. The Parties expressly do not convey any interest in land hereby.

Signed this 25<sup>th</sup> day of August, 2020.

David Thornton

David M. Thornton

Sharon McLean Kelley

Sharon McLean Kelley

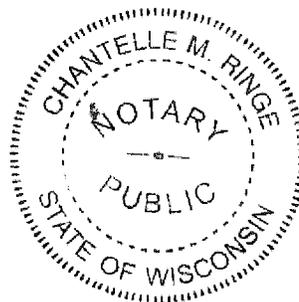
ACKNOWLEDGMENT

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE    )

Subscribed and sworn to before me by David M. Thornton and Sharon McLean Kelley  
this 25<sup>th</sup> day of August, 2020.

Chantelle M. Ringe

Notary Public, State of Wisconsin  
My Commission Expires: is permanent



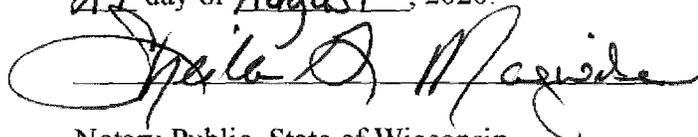
Signed this 24 day of August, 2020.

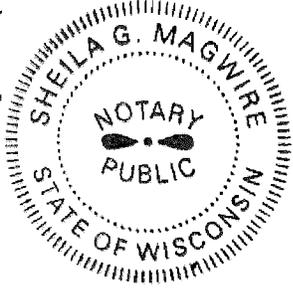
  
\_\_\_\_\_  
David J. Stanowski  
  
\_\_\_\_\_  
Lauren K. Lofton

ACKNOWLEDGMENT

STATE OF WISCONSIN    )  
                                  ) ss.  
COUNTY OF DANE    )

Subscribed and sworn to before me by David J. Stanowski and Lauren K. Lofton this 24 day of August, 2020.

  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: 05-17-2023

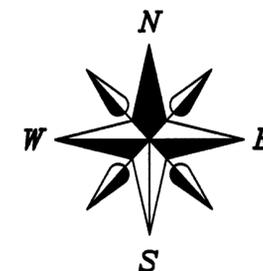


Viewers are advised to ignore the illegible text, drawings, and maps on the following pages of this document. They are presented to show spatial relationships only.

Authorized by:   
Rachael Schroeder, agent

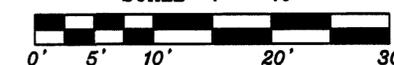


**PREPARED FOR:**  
 LAUREN LOFTON  
 1039 SPAIGHT ST.  
 MADISON, WI 53703-3505



BEARINGS ARE REFERENCED TO THE NORTHEAST  
 LINE OF PARCEL DESCRIBED IN DOC. NO.  
 4974955 WHICH BEARS S 45°17'58" E

SCALE 1" = 10'



**LEGEND**

- ✕ = FOUND CHISELED 'X'
- = FOUND 1" PIPE
- ⊙ = FOUND 1" PINCHED PIPE
- ✖ = FOUND 3/4" REBAR
- (##) = RECORDED AS
- \* = HASTA PLANT
- = FERN
- ✱ = BUSH
- = LARGE TREE
- ✿ = PLANT (MISC.)
- ⊠ = ELECTRIC METER
- △ = GAS METER
- ⊕ = FENCEPOST
- ⊙ = UTILITY POLE
- ⊠ = SET WOOD LATHE AS POINT ON LINE
- ⊕ = EXISTING WOOD LATH
- ⊠ = AIR CONDITIONING UNIT

**LINE LEGEND**

- OHU— = OVERHEAD UTILITY LINE
- E—E— = UNDERGROUND ELECTRIC
- G—G— = UNDERGROUND GAS MAIN
- X—X— = FENCE

**DESCRIPTION:**

The Northeast line of a parcel described in Warranty Deed Doc. No. 4974955, located in the NE 1/4 of the SE 1/4 of Section 13, T7N, R9E, City of Madison, Dane County Wisconsin.

**WARRANTY DEED DOCUMENT #4974955**

Lot 2, and the Southwesterly 1 foot of Lot 3, Block 1, Urdahl's Subdivision, in the City of Madison, Dane County, Wisconsin.

**SURVEYOR'S CERTIFICATE:**

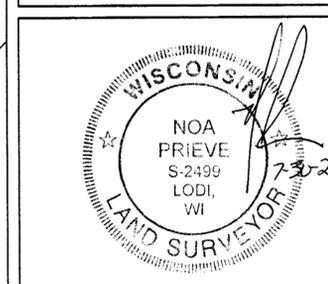
I certify that this survey is correct to the best of my knowledge and belief and is in full compliance with the provisions of Chapter A-E7 WI Statutes. Field work was completed on July 27, 2020.

Williamson Surveying and Associates, LLC  
 by Noa T. Prieve & Chris W. Adams

Date: July 30, 2020

Noa T. Prieve S-2499  
 Professional Land Surveyor

**SURVEYORS SEAL**



**WILLIAMSON SURVEYING & ASSOCIATES, LLC**

104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.  
 NOA T. PRIEVE & CHRIS W. ADAMS  
 PROFESSIONAL LAND SURVEYORS  
 PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

**PLAT OF SURVEY**

The Northeast line of a parcel described in Warranty Deed Doc. No. 4974955, located in the NE 1/4 of the SE 1/4 of Section 13, T7N, R9E, City of Madison, Dane County Wisconsin.

DATE	JULY 30, 2020	REVISION DATE:	CHECK BY	N.T.P.
SCALE:	1" = 10'		DRAWING NO.	20V-243
DRAWN BY	BRAD ROOSMA		SHEET	1 OF 1

**NOTES:**

- 1.) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJOINERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.
- 2.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.
- 3.) FLOOD PLAIN, IF PRESENT, HAS NOT BEEN LOCATED OR SHOWN.

