



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: December 10, 2019

Common Council Meeting Date: December 18, 2019

Item: Dedication of Public Right-of-Way for Clearfield Lane, Haymeadow Avenue and Wentworth Lane Extended

Case Manager: Don Harp

GENERAL INFORMATION

Owner/Applicant: Mike Blank, Cypress Homes, Inc.

Location: West of Clearfield Lane and Wentworth Lane and south of the intersection of Haymeadow Avenue and Wentworth Lane

Petitioner's Request: The applicant is dedicating land for public right-of-way for the westerly extension of Clearfield Lane and Wentworth Lane and the southerly extension of Haymeadow Avenue.

BACKGROUND

On August 1, 2001, Common Council adopted Ordinance 132-01, which amended the City's Official Map to officially map the location of Haymeadow Avenue south of Edgewood Drive.

On June 19, 2019, Common Council adopted Ordinance 68-19, to annex the subject area from the Town of Grand Chute to the City of Appleton. The subject property was officially annexed to the City on June 25, 2019 at 12:01 a.m.

Certified Survey Map #20-19 is currently under review by City Staff. The proposed public right-of-way dedication is being proposed to allow for the future extension of Clearfield Lane and Haymeadow Avenue and a portion of Wentworth Lane.

STAFF ANALYSIS

Public Right-of-Way Dedication: Approximately 19,939 square feet of land is included in the proposed right-of-way dedication for this portion of Haymeadow Avenue and Wentworth Lane. Approximately 10,432 square feet of land is included in the proposed right-of-way dedication for this portion of Clearfield Lane.

Street Classification: The City's Arterial/Collector Plan Map identifies this portion of Clearfield Lane and Wentworth Lane as local streets and Haymeadow Avenue as a collector street.

Official Street Map: The proposed right-of-way dedication for Haymeadow Avenue is generally consistent with the City of Appleton Official Street Map.

Street Dedication – Clearfield Lane, Wentworth Lane and Haymeadow Avenue Extended
December 10, 2019
Page 2

Surrounding Zoning and Land Uses:

North: R-1B Single Family Residential. The adjacent land use to the north is currently residential.

South: Town of Grand Chute. The adjacent land use to the south is currently agricultural.

East: R-1A Single Family Residential. The adjacent land use to the east is currently single-family residential.

West: Town of Grand Chute. The adjacent land use to the west is currently single-family residential.

Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* identifies this area for future one and two-family residential uses. The proposed public right-of-way dedication is consistent with the following goal and objectives of the *Comprehensive Plan 2010-2030*.

Goal 4 – Transportation

Appleton will support a comprehensive transportation network that provides viable options for pedestrian, bicycle, highway, rail, and air transportation, both locally and within the region.

OBJECTIVE 6.1 Transportation:

Plan for the safe and efficient movement of vehicles on local and regional roads.

OBJECTIVE 6.8 Transportation:

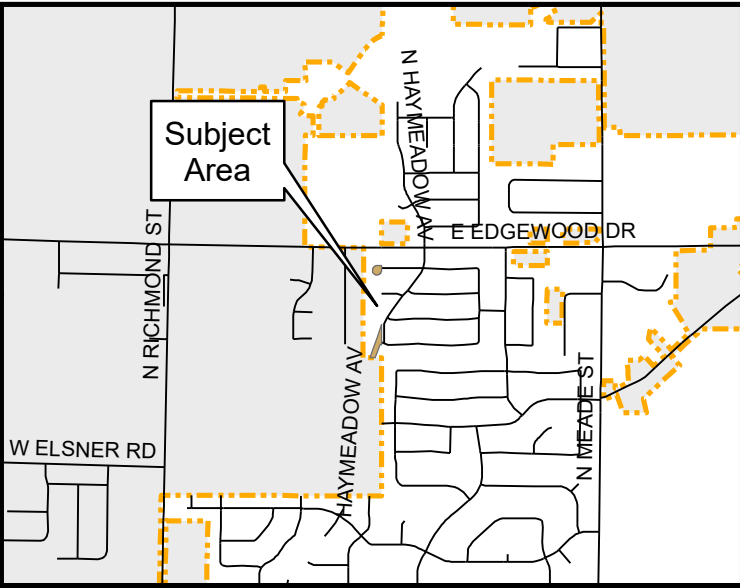
Implement transportation improvements which also support the City's desired land use, housing and neighborhood goals, objectives, and policies.

Technical Review Group (TRG) Report: This item was discussed at the November 19, 2019 Technical Review Group meeting. No negative comments were received from participating departments.

RECOMMENDATION

Staff recommends the dedication of land for public right-of-way for the extensions of Clearfield Lane, Wentworth Lane and Haymeadow Avenue, as shown on the attached maps and certified survey map, **BE APPROVED**.

Dedication of Public Land for Street Right-of-Way Zoning Map



Subject Area

Subject Area Clearfield Lane

Subject Area Haymeadow Avenue & Wentworth Lane

AG

PD/R-3

R-1B

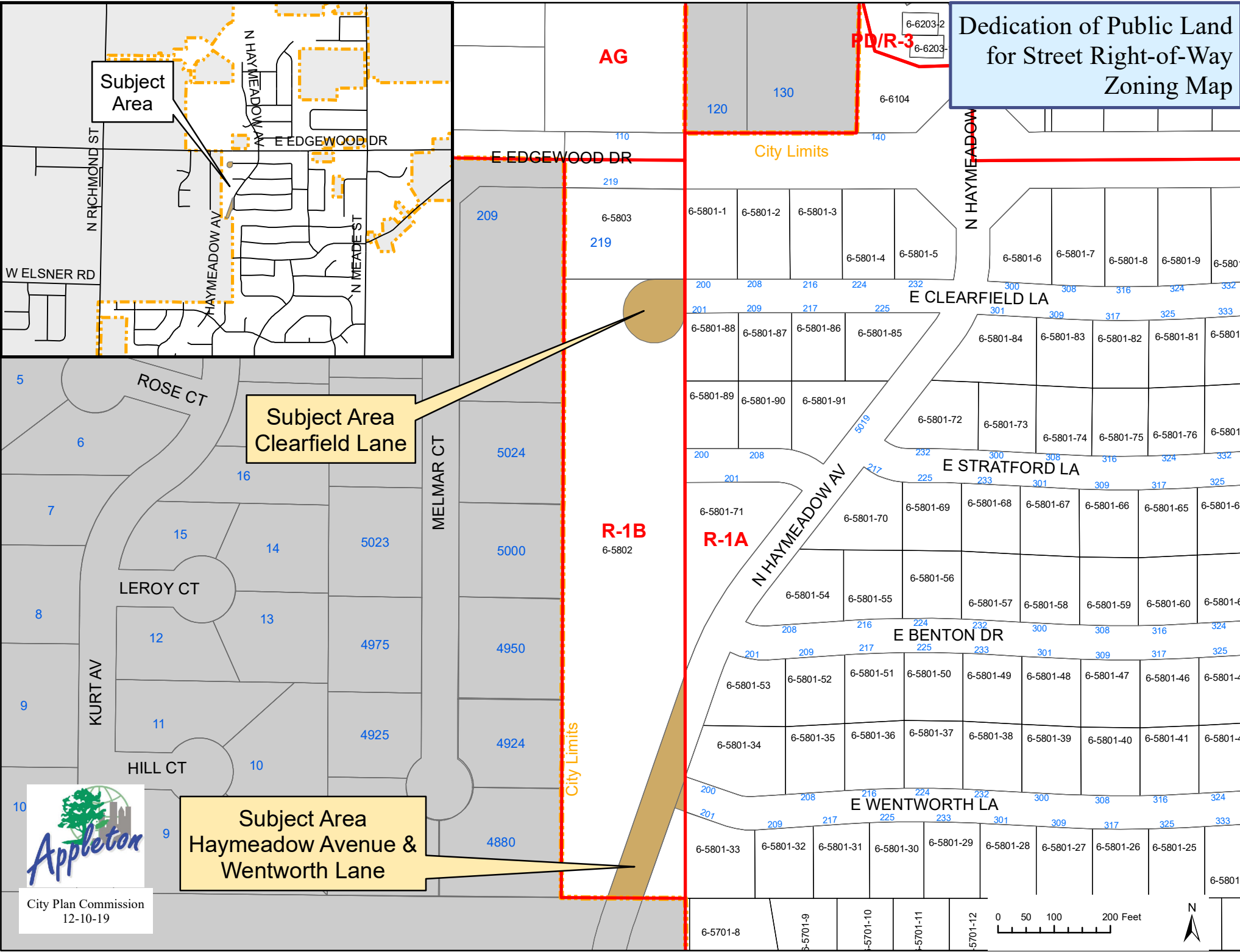
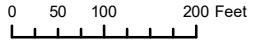
R-1A

City Limits

City Limits



City Plan Commission
12-10-19



Dedication of Public Land
for Street Right-of-Way
Aerial Map

W EDGEWOOD DR E EDGEWOOD DR

Subject Area
Clearfield Lane

E CLEARFIELD LA

E STRATFORD LA

E BENTON DR

Subject Area
Haymeadow Avenue &
Wentworth Lane

E WENTWORTH LA

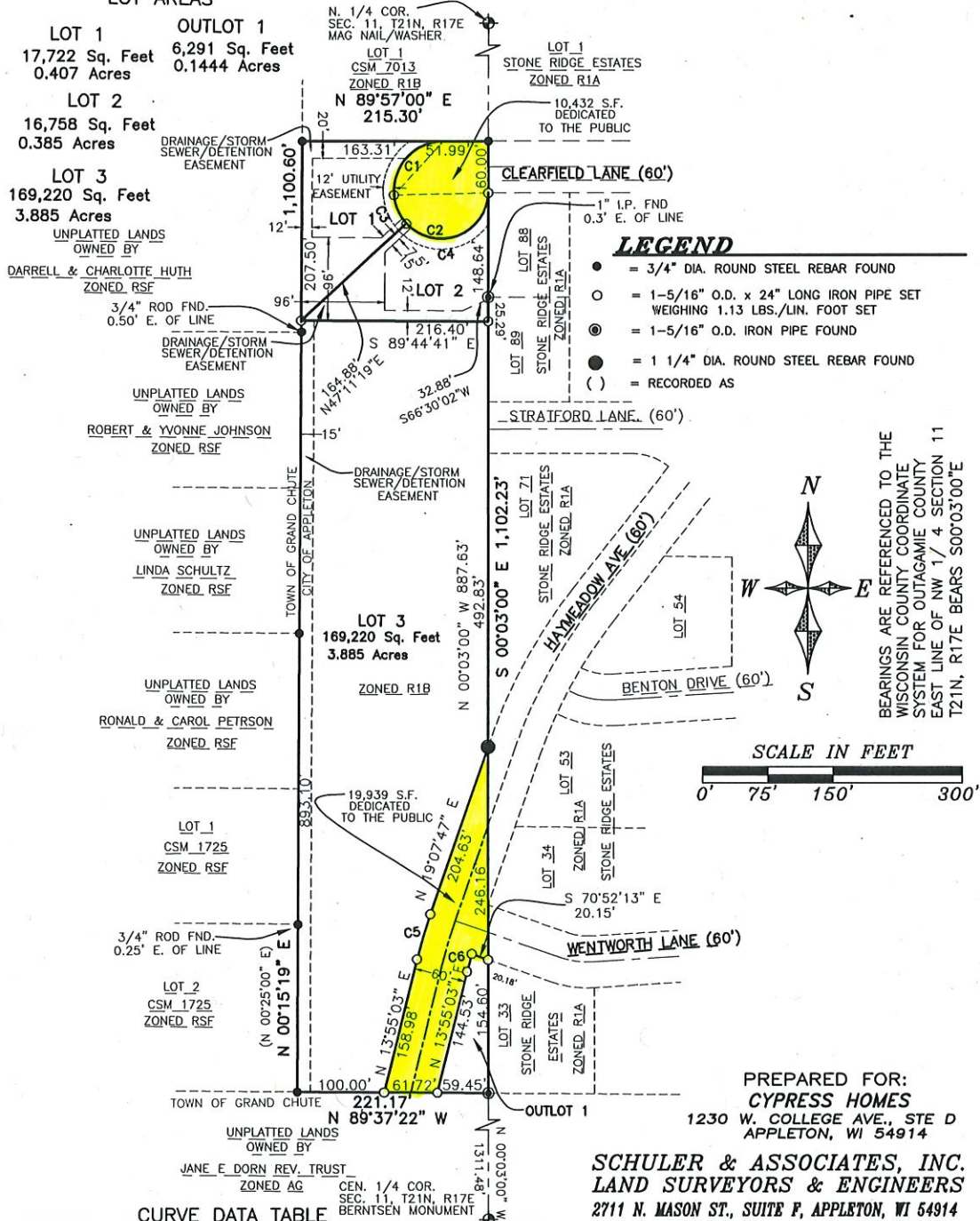


City Plan Commission
12-10-19



CERTIFIED SURVEY MAP NO. _____

ALL OF LOT TWO (2), CERTIFIED SURVEY MAP 7013, BEING LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.



CURVE DATA TABLE

NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	94°11'58"	S42°51'01"W	57.99'	95.34'	84.96'	S89°57'00" W	S 04°14'58" E
C2	173°55'57"	N88°47'03.5"E	55.00'	166.96'	109.85'	S 04°14'58" E	N 01°49'05" E
C3	38°33'43"	S23°31'49.5"E	55.00'	37.01'	36.32'	S 04°14'58" E	S 42°48'41" E
C4	135°22'14"	N69°30'12"E	55.00'	129.94'	101.76'	S 42°48'41" E	N 01°49'05" E
C5	05°12'44"	N16°31'25"E	600.00'	54.58'	54.56'	N 13°55'03" E	N 19°07'47" E
C6	02°15'17"	N15°02'41.5"E	540.00'	21.25'	21.25'	N 13°55'03" E	N 16°10'20" E

CERTIFIED SURVEY MAP NO. _____
ALL OF LOT TWO (2), CERTIFIED SURVEY MAP 7013, BEING LOCATED
IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11,
TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON,
OUTAGAMIE COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE:

WOLF RIVER COMMUNITY BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP, AND DOES HEREBY CONSENT TO THE CERTIFICATE OF CYPRESS HOMES, INC., OWNER.

IN WITNESS WHEREOF, THE SAID WOLF RIVER COMMUNITY BANK, HAS CAUSED THESE PRESENTS TO

BE SIGNED BY _____, ITS _____, AND

COUNTERSIGNED BY _____, ITS _____ AT,

_____, WISCONSIN, THIS _____ DAY OF _____, 2019

STATE OF WISCONSIN)

_____ ss.
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2019

_____ AND _____, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE
THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH
_____ AND _____ OF SAID CORPORATION, AND
ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF
SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC, _____, WISCONSIN

MY COMMISSION EXPIRES _____

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICES IS HEREBY GRANTED
BY CYPRESS HOMES, INC., GRANTOR, TO

TO WISCONSIN ELECTRIC POWER COMPANY, AND WISCONSIN GAS, LLC, WISCONSIN CORPORATIONS
DOING BUSINESS AS WE ENERGIES, GRANTEE,
WISCONSIN BELL, INC. D/B/A AT&T, A WISCONSIN WISCONSIN CORPORATION, GRANTEE, AND
SPECTRUM MID-AMERICA, LLC., GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN
AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND
UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL
GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY
HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN
WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY
DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH
THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE
OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM
OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE
RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH
PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS
NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE
GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL
INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES. NATURAL GAS
FACILITIES OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH
MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL
NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINE
MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER
INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE
ALTERED BY MORE THAN FOUR INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS,
SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

MICHAEL BLANK, PRESIDENT

L-16-4548
SHEET 3 OF 4

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT TWO (2), CERTIFIED SURVEY MAP NUMBER 7013 AS RECORDED IN VOLUME 42 OF CERTIFIED SURVEY MAPS ON PAGE 7013 AS DOCUMENT NUMBER 2047169, BEING LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 17 EAST, CITY OF APPLETON, OUTAGAMIE COUNTY, WISCONSIN.

DRAINAGE/ STORM SEWER/ DETENTION EASEMENT PROVISIONS

AN EASEMENT FOR DRAINAGE, STORM SEWER AND DETENTION IS HEREBY GRANTED BY:

CYPRESS HOMES, INC. GRANTOR, TO

THE CITY OF APPLETON, GRANTEE,

1. PURPOSE: GRANTOR AND GRANTEE AGREE THAT THE STORMWATER DETENTION AREA, DRAINAGE DITCH, AND STORM SEWER WITHIN THE EASEMENT SHALL BE A PRIVATE STORMWATER DETENTION AREA, DRAINAGE DITCH AND STORM SEWER INSTALLED, OPERATED, AND MAINTAINED BY GRANTOR IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS ON FILE WITH THE CITY OF APPLETON. THE PURPOSE OF THIS EASEMENT IS FOR THE GRANTEE TO ACCESS, INSTALL, REGRADE, REPLACE, RELOCATE, OPERATE, MAINTAIN, RESIZE AND REPAIR SAID IMPROVEMENTS IN THE DRAINAGE, STORM SEWER, AND DETENTION EASEMENT, IN THE EVENT THAT GRANTOR FAILS TO DO SO. GRANTEE DOES HEREBY AGREE TO COMPENSATE GRANTOR FULLY FOR ANY DAMAGE CAUSED DIRECTLY OR INDIRECTLY FROM SAID MAINTENANCE, REPAIR, REPLACEMENT OR RELOCATION OF SAID STORM SEWER THAT OCCURS OUTSIDE THE EASEMENT AREA. TREES, BUSHES, BRANCHES AND ROOTS MAY BE TRIMMED OR REMOVED SO AS NOT TO INTERFERE WITH THE INTENDED USE OF THE EASEMENT AREA.
2. ACCESS: GRANTEE OR ITS AGENTS SHALL HAVE THE RIGHT TO ENTER THE GRANTOR'S LAND FOR THE PURPOSE OF EXERCISING ITS RIGHTS IN THE EASEMENT AREA.
3. BUILDINGS OR OTHER STRUCTURES: BUILDINGS OR ANY OTHER TYPE OF STRUCTURE SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "DRAINAGE/ STORM SEWER/ DETENTION EASEMENT".
4. ELEVATION: THE GRANTOR AGREES THAT THE ELEVATION OF THE EXISTING GROUND SURFACE WITHIN THE EASEMENT AREA WILL NOT BE ALTERED BY MORE THAN 4 INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEE.
5. RESTORATION: GRANTEE AGREES THAT IT WILL RESTORE SUBSURFACE MATERIALS ON GRANTOR'S LAND, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE PRIOR EXISTING CONDITION WHEN CONDUCTING ALL FUTURE MAINTENANCE, RESIZING OR REPAIR ACTIVITIES. GRANTOR SHALL BE RESPONSIBLE FOR ALL SURFACE RESTORATION. GRANTEE SHALL NOT BE REQUIRED TO RESTORE OR COMPENSATE FOR ANY IMPROVEMENTS OR IMPROVED SURFACES SUCH AS, BUT NOT LIMITED TO, CURB AND GUTTER, HARD PAVEMENTS, SIDEWALKS, STRUCTURES, TREES, SHRUBS AND LANDSCAPING, DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES DESCRIBED HEREIN.
6. NOTIFICATION: GRANTEE AGREES THAT IT SHALL GIVE TIMELY NOTICE TO THE GRANTOR OF ROUTINE MAINTENANCE WORK. GRANTEE AND GRANTOR AGREE TO COOPERATE IN GOOD FAITH TO MINIMIZE INTERFERENCE OR DISRUPTION TO THE NORMAL FACILITY OPERATIONS. GRANTEE SHALL PROVIDE ADVANCE NOTICE TO GRANTOR (EXCEPT IN EMERGENCY SITUATIONS, IN WHICH EVENT NOTICE SHALL BE PROVIDED AS SOON AS IS PRACTICAL) OF ANY ACTIVITY WITH A REASONABLE LIKELIHOOD OF INTERFERING OR DISRUPTING THE OPERATION GRANTOR'S FACILITY, AND TO CONDUCT SUCH ACTIVITIES AT MUTUALLY AGREEABLE TIMES.
7. DRAINAGE EASEMENTS ARE CONVEYANCE PATHS FOR STORM WATER. THE PLACEMENT OF FILL IN A DRAINAGE EASEMENT, WHICH INTERFERES WITH THE FLOW OR CHANGES TO THE SHAPE OF THE DRAINAGE EASEMENT BY THE LOT OWNER OR HIS AGENT, IS PROHIBITED. UPON FAILURE OF LOT OWNER'S TO MAINTAIN SAID DRAINAGE WAYS AND EASEMENTS AS DESIGNED; THE CITY OF APPLETON RETAINS THE RIGHT TO PERFORM MAINTENANCE AND OR REPAIRS. THE PAYMENT OF SAID MAINTENANCE AND OR REPAIRS SHALL BE EQUALLY ASSESSED TO THE ADJACENT LOT OWNERS.

THIS GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

MICHAEL BLANK, PRESIDENT