

August 5, 2012

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My comments to the letter from Bruns Law Office regarding 125 North Bedford Street property and how it affects my property at 127 North Bedford Street.

**I DO NOT WISH TO MAKE ANY CHANGES TO ANYTHING AT PRESENT.**

It would appear that the owner at 125 wishes to have use of the driveway during his construction - and this is **TOTALLY UNACCEPTABLE.**

It is important that the driveway be available for the use of the house manager, as well as the parking space renters at 127 **AT ALL TIMES.**

If Mr. Michaels plans to have parking away from his building - that would probably end up with his tenants not wishing to park at their designated site as it is located a distance from their rental unit. These people would most likely park their cars in the driveway between 125 and 127, adding to more congestion - **IN MY OPINION - HIS PLAN IS ENTIRELY UNACCEPTABLE.**

If the City approves the construction plans, the owner of the property at 125 needs to consider some other areas than the joint driveway for any construction staging area.

**BRUNS LAW OFFICE**

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**Donald B. Bruns**  
1865 Northport Drive, Suite B  
Madison, Wisconsin 53704  
Phone: (608) 255-0620  
Fax: (608) 442-8498

July 27, 2012

Mary C. Foegen  
323 Elm  
Winona, Minnesota 55987

RE: 125 & 127 N. Bedford Street  
Madison, Wisconsin

Greetings Ms. Foegen:

Thank you for speaking with me this morning. Following are the concepts which we hope to effectuate with an easement agreement which I will draft (at Todd's expense) for your consideration when we have consensus as to the concepts.

1. It is my understanding that no easement-type rights exist in recorded form involving the historic owners of 125 and of 127 "using" the property of the other. (This is probably a function of the historic ownership of the two brothers, as you mentioned.) Certain rights may have been created over time, however, by virtue of the fact that such owners (including you and Todd) have "used" the others' property in a sort of "joint driveway" fashion.

The first step ("Concept 1") in creating an arrangement going forward, and benefiting both Todd and you, is to terminate whatever rights may have been created.

2. "Concept 2" involves defining the rights of you and Todd going forward. As I view it, the components of Concept 2 would include:

A. Todd would have no rights of any kind with regard to your property after his new building is completed. He would retain a temporary use easement to accommodate the building construction.

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B. Todd would install a new hard surface driveway (probably asphalt), entirely at his expense, from the city side walk running easterly to the westerly point of the landscape element shown on the enclosed site plan. (This looks to me to be approximately 73 feet.) The paved area would extend from the southerly edge of your east-west sidewalk to within 6 inches or so of Todd's new building.

C. Todd would give you (and future owners) a three foot easement running south from the property line separating your and Todd's properties for the above-described approximately 73 feet. The easement would exist in perpetuity terminating only in the event that the space between the buildings (your current building, Todd's new building) was no longer used by the owner/tenants of your building for vehicular ingress and egress.

D. After Todd's temporary easement expires and the new driveway is completed you would be responsible for maintaining the driveway.

Concept 1 and Concept 2 would be effectuated simultaneously.

Please review these concepts and let me know your thoughts. I would be pleased to try to answer any questions you might have, as would Todd. If you choose to involve your manager or attorney or other advisor, I would be pleased as well to work with him or her.

I look forward to hearing from you soon and to working with you or your representative to finalize an agreement which, it seems to me, will benefit both parties.

Best regards,

BRUNS LAW OFFICE



Donald B. Bruns

DBB:dmh  
cc: Todd Meinholz