

To: Al Martin, staff
Madison Urban Design Commission
From: Richard Chenoweth
6210 Countryside Lane
Madison, WI
RE: Apex Development proposed development at 6225 University Ave.

Apex Enterprises, Inc. is proposing to demolish an existing office building at 6225 University Ave and replace it with a three story modern office building. The back of the Apex property abuts my property at 6210 Countryside Lane; I am the last house at the end of a quiet dead-end street. By far, I would be most affected by this proposal.

Steve Yoder, the President of Apex Enterprises, Inc., came to me last fall to let me know about their plans for that property and said that Apex would keep me informed as plans for the project progressed and would work with me to eliminate or mitigate any concerns I might have. I told Mr. Yoder that I would not object to the project so far as my concerns (about impacts on my property) would be addressed through site design, architectural design, and appropriate landscape design including fencing and tree planting to provide screening. The concerns I raised with Apex Enterprises, Inc. are:

1. Visual privacy and security
2. Light pollution
3. Access through 6225 University to the back of my property
4. Open space and planting design
5. Aesthetic harmony with the largely quiet residential neighborhood

Since we began our discussions, Mr. Yoder and the architect Bob Bouril have been diligent about involving me in the development and evolution of the plan for 6225 University. Indeed, in some cases, they have modified their plans in ways that have helped to alleviate some of my concerns. My understanding is that they have already made an informational presentation to the Urban Design Commission and that they plan to present again in the near future.

I would like to be able to support this development. I cannot, however, agree with the proposal until I'm confident that the issues I've raised have been adequately addressed and that this has all been codified in an agreement that has legal standing in the event that promises made are not promises kept.

The senior landscape architect, Mike Schmeltzer, at JSD Professional Services is in the process of preparing a landscape plan that includes landscaping on my property as well as the back side of the 6225 property. At the request of Steve Yoder, I have prepared a draft of a written

agreement that covers some of the issues that cannot be depicted in the landscape plan that will be provided by JSD Professional Services, Inc.. I sent this draft to him on July 28 and am waiting for a reply.

I've told Mr. Yoder that I need at least one week to review both the landscape plan, and the written agreement (after he has had an opportunity to comment and make revisions on my draft). These documents need to be in place and mutually agreed- upon by the meeting of the Urban Design Commission during which Apex Enterprises, Inc. would make a presentation whether it be for information only, or for the purpose of gaining the approval of the Urban Design Commission. If so, then I would certainly endorse the project. However, in the absence of these documents, i.e., the landscape plan and a written agreement, and the assurances they provide that the concerns listed above have been addressed, I would object to any formal action being taken and instead, request that no action be taken until those documents have been finalized and agreed to by both parties.

I think Apex Enterprises, Inc. understands that their proposal is a substantial departure from the intensity and character of the current development at 6225 Countryside Lane. I will say that both Steve Yoder and Bob Bouril have been very good to work with and appear to be doing their best to ensure that I can continue to enjoy my property just as I envisioned when I bought it. It seems we are in agreement conceptually. What is left is to conclude a detailed agreement that is mutually-acceptable and will address the concerns I raised about the impacts both on my property and the neighborhood.