



## Office of the City Attorney

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April 19, 2017

2001 Freeport Road Properties LLC  
c/o: Gene Bennett, Registered Agent  
2009 Freeport Road  
Madison, WI 53711

Re: City of Madison v. 2001 Freeport Road Properties LLC  
Building Code Matter regarding 2003 Freeport Rd.  
Official Notice No. CB2016-312-13667

Greetings:

This is a notice that the City of Madison is filing a complaint which charges you with building code violations, punishable by a monetary forfeiture. Please be advised that this matter is scheduled for an initial appearance in Madison Municipal Court on **MONDAY, MAY 22, 2017, 10:00 AM.**

To accept service of these documents by mail, please complete the "Stipulation to Service of the Summons and Complaint by Mail" form by indicating current date, your date of birth, sign and print your name. Please return the completed form **immediately** in the enclosed self-addressed stamped envelope.

If you do not **return** the Stipulation to Service by **April 28, 2017** you may be personally served with the Summons and Complaint, which could incur additional fees at your expense. Once the signed Stipulation to Service has been returned, you can call the City Attorney's Office at 266-4511 the Monday before your court date to request a telephone conference with the assigned prosecutor. *Do not call until you have returned the Stipulation or have been served in-person. Our office has no obligation to discuss the case before your court date.*

Thank you in advance for your time and attention to this matter.

Sincerely,

Lana Mades  
Assistant City Attorney

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STATE OF WISCONSIN

MADISON MUNICIPAL COURT

DANE COUNTY

CITY OF MADISON,  
Plaintiff,

COMPLAINT

v.

Case No. \_\_\_\_\_

2001 FREEPORT ROAD PROPERTIES, LLC  
A Wisconsin Limited Liability Company  
c/o: Gene Bennett, Registered Agent  
2009 Freeport Road  
Madison, WI 53711  
Defendant.

Official Notice No. CB2016-312-13667

Gregory Patmythes, Code Enforcement Officer, being first duly sworn, on oath hereby complains on behalf of the City of Madison that he has read the Complaint and knows the contents thereof, and that the same is true of his own knowledge based on building inspections and investigations made pursuant to his employment. He is informed and believes that on 10/27/16 to 01/19/17, at the City of Madison, the defendant, contrary to the following sections of the Madison General Ordinances:

As owner or operator of the premises located at 2003 Freeport Rd., Madison, WI:

FIRST COUNT: Permitted the demolition and/or removal of a building without obtaining approval of the Plan Commission (failed to obtain an approval for the demolition and removal of the building at 2003 Freeport Road), in violation of Madison General Ordinances Sec. 28.185.

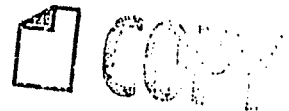
SECOND COUNT: Failed to bring the property into compliance with all elements of the approved site and building plans by July 1, 2014 for site and building plans approved before June 1, 2014 (failed to obtain an approval for the changes made to the parking facility at 2001 - 2003 Freeport Rd.), in violation of Madison General Ordinances Sec. 28.186(4)(a).

The forfeiture upon conviction for a violation of Chapter 28 of the Madison General Ordinances, may be from \$1 to \$1000 per count, per day; plus applicable costs including the penalty assessment, jail assessment, crime laboratories and drug law assessment, any applicable consumer information assessment, any applicable domestic abuse assessment, and court costs under Sec. 814.65(1), Wis. Stats., and any such further relief as the plaintiff may request.

Gregory Patmythes  
Gregory Patmythes

Subscribed and sworn to before me,  
this 31st day of March, 2017.

Patricia V. Lehler  
Notary Public, State of Wisconsin  
My commission expires 11-20-20.



You may by mail, prior to the date of your appearance indicated on the Summons, enter a plea of not guilty by mailing such plea to the court address indicated on the Summons. Include the date of your court appearance, your

## CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT is between Summit Station, Inc., (hereinafter referred to as Parcel A Owner) the Owner of 2009 Freeport Road, in the City of Madison, Dane County, Wisconsin as described on Exhibit A, and 2001 Freeport Road Properties, LLC. (hereinafter referred to as Parcel B Owner) the Owner of 2001 Freeport Road, in the City of Madison, Dane County, Wisconsin as described on Exhibit B.

### RECITALS:

A. Parcel A Owner does hereby grant a non-exclusive easement over Parcel A to Parcel B Owner. Said easement is described on Exhibit C and to be used solely for the purpose of ingress and egress to Parcel B.

B. Parcel B Owner, its heirs, successors and assigns do hereby indemnify and hold harmless Parcel A Owner from any damages, liability, injuries, and costs of expenses by reason of its use of the easement.

C. All of the Terms and Conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and Parcel B Owner and their respective successors and assigns.

D. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

E. This Agreement sets forth the entire understanding of the Parties and may not be changed except by a written document executed and acknowledged by all parties to this agreement.

F. Nothing in this Agreement shall be construed to be a gift or dedication of any portion of the easement granted under this agreement to the general public or for any public purpose whatsoever.

Summit Station, Inc. by:

Eugene Bennett  
Eugene Bennett, President

2001 Freeport Road Properties, LLC by:

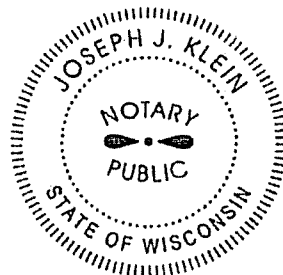
Eugene Bennett  
Eugene Bennett, Member

ACKNOWLEDGMENT

State of Wisconsin )  
  )ss  
County of Dane      )

Personally came before me this the 29<sup>th</sup> day of June, 2017, the above named Eugene Bennett to me known to be the person who executed the foregoing instrument and acknowledged the same.

Joseph J. Klein  
Joseph J. Klein  
Notary Public, State of Wisconsin  
My Commission is permanent.



This instrument drafter by:

Attorney Joseph J. Klein  
Klein Law, LLC  
131 W. Wilson St., Suite 904  
Madison, WI 53703  
608-204-7411  
State Bar No. 1013333

## LEGAL DESCRIPTIONS

### EXHIBIT A – 2009 FREEPORT ROAD

Lot One (1), Block One (1), Summit and Part of Vacated Freeport Road described as follows: Beginning at the SW corner of Lot 1, thence South 89° East 33.6 ft., thence South 0° 34' West 16 feet, thence North 89° West 33.6 feet, thence North 0°34' East to the Point of Beginning.

Parcel Number: 0709 32304143

### EXHIBIT B – 2001 FREEPORT ROAD

Lot two (2) and Lot three (3), except the North one (1) foot thereof, Block one (1), Summit Ridge, Dane County, Wisconsin.

Parcel Number: 0709 32304135

### EXHIBIT C – CROSS ACCESS EASEMENT

Being a part of Lot 1, Block 1, Summit Ridge located in the Southwest Quarter of the Southwest Quarter of Section 32, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, described as follows:

Beginning at the Southwest corner of Lot 2, Block 1, Summit Ridge; thence South 88°32'11" East along the South line of said Lot 2, 134.08 feet to the Southwest corner of said Lot 2; thence South 06°36'21" West along the East line of said Lot 1, 37.23 feet; thence North 88°32'11" West, 129.73 feet to a point in the West line of said of said Lot 1, said point being in the East right-of-way line of Freeport Road; thence North 00°05'40" West along the West line of said Lot 1 and the East right-of-way line of Freeport Road, 37.09 feet to the point of beginning.

Containing 4,891 square feet, (0.11 acres), more or less.