



VIA EMAIL

October 21, 2020

Mr. Timothy M. Parks
Planning Division
City of Madison
215 Martin Luther King Jr. Blvd
Madison, WI 53503

Re: Oakwood Village
Temporary Grant of Easement for Emergency Access at
6410 Enterprise Lane

Dear Mr. Parks:

Our companies, Park Towne Development Corp. and Enterprise R&D, LLC, previously entered into a temporary Grant of Easement for Emergency Access from the Oakwood property across our property at 6410 Enterprise Lane. In looking at the site plan for the Gorman Oakwood campus project, I see that they still show the driveway access on our property to the south. While the driveway still physically exists, the easement expired on October 1, 2009.

I did not see any mention in the staff documentation for Plan Commission approval of the requirement that this access point still be in place, but I wanted to make sure you were aware that our property can no longer be used for emergency access. We are simultaneously reminding Oakwood that the easement has expired and requiring them to remove the driveway by June 1, 2021 as agreed to in the easement.

I've attached the easement for your reference. Please feel free to contact me at 608-833-9044 x303 or jimr@parktowne.com if you have any questions.

Very Truly Yours,

James J. Ring
President/CEO – Park Towne Development Corp.
Member – Enterprise R&D, LLC

cc: Oakwood
Gorman & Company

GRANT OF EASEMENT FOR
EMERGENCY ACCESS

NOV 02 2004

DADE COUNTY
REGISTER OF DEEDS

INSTRUMENT #
2004-03-000000

09/05/2004 07:26:10AM

Trans. Fee:
Exempt #:

Rec. Fee: 25.00
Pages: 8

000080

Return To:

Attorney Timothy D. Fenner
Axley Brynelson, LLP
Post Office Box 1767
Madison, WI 53701-1767

251/0708-251-0409-8

Tax Parcel Number (PIN)

This is NOT Homestead Property

GRANT OF EASEMENT FOR EMERGENCY ACCESS

THIS INSTRUMENT made this 8 day of Sept., 2004, by and between Park Towne Development Corp., a Wisconsin corporation, and Enterprise R & D, LLC, a Wisconsin limited liability company (herein collectively the "Grantor"); and Oakwood Lutheran Homes Association, Inc., a Wisconsin non-profit corporation, and Oakwood Village Apartments, Inc., a Wisconsin non-profit corporation (herein "Grantees").

WITNESSETH:

WHEREAS, Grantor is (are) the fee simple owner of the Premises described on Exhibit A attached hereto and incorporated herein ("Grantor's Premises"); and

WHEREAS, Grantees are the fee simple owners of certain premises described on Exhibit B attached hereto and incorporated herein ("Grantees' Premises"); and

Handwritten initials/signature

WHEREAS, Grantees have obtained approval from the City of Madison (the "City") which allows the Grantees to develop Grantees' Premises by constructing additional housing facilities and other improvements thereon; and

WHEREAS, one of the conditions of approval by the City is that the Grantees obtain alternative access to and from Grantees' Premises, for use by emergency vehicles; and

WHEREAS, Grantor is willing to give to Grantees a limited term easement for emergency access over and across a portion of Grantor's Premises, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference.

2. Grant of Limited Term Emergency Access Easement. Grantor hereby grants and conveys unto Grantees, their heirs, successors and assigns, a limited term easement for the sole purpose of providing ingress and egress to and from Grantees' Premises and the public street known as Enterprise Drive, which ingress and egress is only for emergency purposes. The area of Grantor's Premises subject to the foregoing easement (herein the "Easement Area") is more particularly described in Exhibit A attached hereto and incorporated herein. This grant is subject to the following terms and conditions:

(a) The Easement Area consists of two parts. Part One is located on vacant land. Part Two is located on a portion of an existing parking lot serving the Grantor's Premises and other lands. Grantees shall construct over and upon Part One of the Easement Area a sufficient gravel base and asphalt surface, in order to accommodate such access in accordance with such requirements as may be imposed from time to time by the City. Part Two of the Easement shall only be used for purposes of ingress and egress; and Grantees shall not damage or destroy the surface of the parking lot located thereon, in exercising the rights granted hereunder.

(b) Grantees shall bear all costs and expenses of construction of the aforesaid driveway, together with any cost and expense associated with the repair, maintenance or replacement thereof. Under no circumstances shall Grantor have any liability or responsibility therefor.

(c) Grantees shall install at a location within Part One of the Easement Area, a gate or other device that prevents access along Part One of the Easement Area by unauthorized personnel and/or the general public. Access over Part One of the Easement Area shall be obtained only by means of unlocking the gate. Grantees are authorized to unlock the gate for the sole purpose of allowing emergency vehicles access over Part One of the Easement Area, which vehicles include but are not limited to police vehicles, fire vehicles, ambulances and other vehicles responding to emergency conditions

on Grantees' Premises. Grantees shall be responsible for controlling such access and limiting the same for the foregoing purpose.

(d) Grantees shall have no right to park any vehicles on Part Two of the Easement Area; and such parking is reserved exclusively to the Grantor.

(e) During the term of this Agreement, Grantees shall indemnify, save and hold harmless Grantor, its successors and assigns, from and against any and all claims, suits, demands, causes of action, expense or judgments, of any kind or nature, and giving rise to any claim for injury or damages, of any kind or nature, to any person or persons or property, whomsoever or whatsoever, and due directly or indirectly to the acts or omissions of Grantees in exercising its rights hereunder with respect to the Easement Area.

3. Term. The term of the easement granted hereunder is limited. Such term shall commence upon the date of execution hereof, and expiring on the earlier of (i) October 1, 2009; or (ii) the date that permanent access to a public roadway from Grantees' Premises is obtained by Grantees over and across properties owned by CUNA Mutual Insurance Company (immediately adjacent and north of Grantees' Premises).

4. Removal and Restoration. Within sixty (60) days following the date of expiration of the term of this Instrument, the Grantee shall, at its sole cost and expense, (i) remove the driveway constructed on Part One of the Easement Area as provided for in Section 2 above, and (ii) reasonably restore the area comprising Part One of the Easement Area to the condition it was prior to the construction of the driveway.

5. Binding Effect. This Agreement is binding upon the successors and assigns of the parties hereto. The covenants contained herein shall run with the respective Grantor's and Grantees' Premises as described herein.

IN WITNESS WHEREOF, the parties hereto have executed this document on the day and year first above written.

GRANTORS:

PARK TOWNE DEVELOPMENT CORP.,
a Wisconsin corporation

By: GERALD J. RING
Name: Gerald J. Ring
Title: Chm

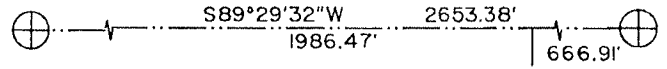
[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

OWNER: PARK TOWNE DEV. CORP & ENTERPRISE R&D, INC.
 402 GAMMON PL. #300
 MADISON, WI 53719-1045

EMERGENCY ACCESS EASEMENT

NE 1/4 CORNER
 SECTION 25
 T7N, R8E

NE CORNER
 SECTION 25
 T7N, R8E



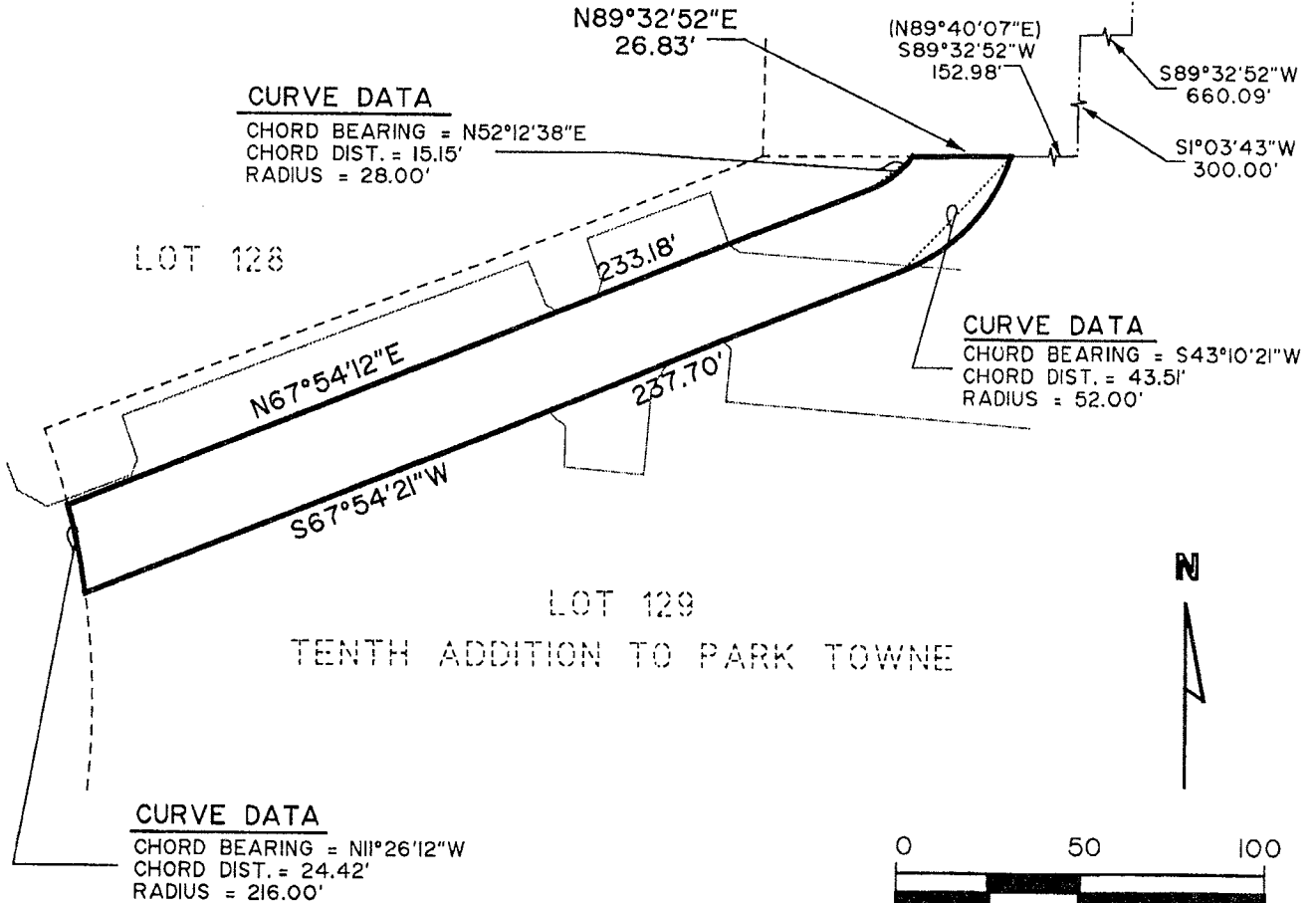
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EMERGENCY ACCESS EASEMENT

DESCRIPTION: A parcel of land located in the SW1/4-NE1/4 of Section 25, T7N, R8E, City of Madison, Dane County, Wisconsin, also being a part of Lot 129, Tenth Addition to Park Towne, more fully described as follows:

Commencing at the Northeast corner of said Section 25 thence S89°29'32\"W, 666.91 feet along the North line of said NE1/4; thence S1°01'32\"W, 989.79 feet; thence S89°32'52\"W, 660.09 feet; thence S1°03'43\"W, 300.00 feet to the Northeast corner of said Lot 129; thence S89°32'52\"W (recorded as N89°40'07\"E), 152.98 feet to the point of beginning; thence along the arc of a curve to the right whose radius is 52.00 feet and whose long chord bears S43°10'21\"W, 43.51 feet; thence S67°54'21\"W, 237.70 feet to the Westerly line of said Lot 129; thence along the arc of a curve to the left whose radius is 216.00 feet and whose long chord bears N11°26'12\"W, 24.42 feet; thence N67°54'12\"E, 233.18 feet; thence along the arc of a curve to the left whose radius is 28.00 feet and whose long chord bears N52°12'38\"E, 15.15 feet; thence N89°32'52\"E, 26.83 feet to the point of beginning.

Parcel contains 6371 square feet, more or less.



Mead & Hunt, Inc.
 6501 Watts Road, Suite 101
 Madison, Wisconsin 53719-2700
 Phone: 608-273-6380
 Fax: 608-273-6391

EXHIBIT A

DATED: 8-30-04

Dwg. No. 10230

Sheet 1 of 1

Job No. 089-02A

h:\SURVEY\03\089-02A\ESMT-MAP.dgn

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EXHIBIT B
(Oakwood Premises)

Lots 2, 3 and part of Lot 1 of Certified Survey Map 1616, recorded in Vol. 6 of Certified Survey Maps, page 372, #1420305, in the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Northeast corner of said Section 25; thence S89°29'32" W, 666.91 feet along the North line of Section 25; thence S01°01'32" W, 59.79 feet to the point of beginning; thence continuing S01°01'32" W, 930.00 feet; thence S89°32'52" W, 660.09 feet; thence S01°03'43" W, 300.00 feet; thence S89°32'52" W, 220.00 feet; thence N01°03'43" E, 300.00 feet; thence S89°32'52" W, 382.35 feet; thence N01°01'37" E, 747.55 feet; thence N32°00'32" E, 214.84 feet; thence N89°29'32"E, 1151.82 feet along the Southerly line of Mineral Point Road to the point of beginning.

60-0708-251-0601-0; 60-0708-251-0603-6; 60-0708-251-0602-8