

GUY MUELLER
PERTCO, LLC

February 27, 2018

Zoning Administrator
City of Madison
Zoning and Planning Departments
126 S. Hamilton St.
P.O. Box 2985
Madison, WI 53701-2985
608-266-4635

RE: Conditional Use Permit Application for 1802 Pankratz Street, Madison WI

Dear Zoning Administrator,

Please be informed that our intent is to apply for a conditional use permit (CUP) for the subject property's use as a school on or before the deadline of March 7, 2018. If this CUP is approved, the existing, partially vacant, 24,000+ square-foot, two-story building on this 2.75-acre site will be fully occupied by Isthmus Montessori Academy (IMA) at the start of the 2018-2019 school year. The school's mission is to provide an opportunity for Montessori education on Madison's east side in an area of modest and lower-income housing, with the goal of providing that opportunity, as much as possible, without regard to ability to pay. No changes to the building's exterior or significant changes to the building's grounds are anticipated, no trees will be removed, and no City subsidy is being sought to undertake the interior build-out work, which will take place, on an accelerated schedule, during May through August of this year.

This non-profit school expects to enroll 200-225 students in the fall of 2018 and to employ a teaching and support staff of approximately 30-40 adults. The first floor will provide space for the younger children, from infants (6+ mos.) to 4-5 years. This floor will have lobby, reception, classrooms, common areas, large sleeping (nap) room, kitchen, laundry, meeting rooms, and related. The second floor will provide space for the older children, primarily through age 12 as well as a handful of adolescents. Administrative offices and music rooms will also occupy the second floor. IMA has selected Sketchworks as its architect and Harmony Construction Management for the interior build-out work.

In addition to the normal school year and normal school hours, IMA offers before and after school care as well as a summer program and thus will be in operation year-round, five days a week from 7:30 am to 5:45 pm. Special school events also take place on the occasional weekends and weekday evenings.

The full occupancy of this often-vacant building will strengthen the neighborhood's vitality and reduce the number of "for lease" and "for sale" billboards that form a parade of discouraging signage along Packers Avenue. The building itself is served by an amply adequate road network as well as a City bus line. A paved trail, which borders the property's northern and western boundaries, facilitates pedestrian/non-vehicular access.

Legal Description

PERTCO Building/IMA –1802 Pankratz Street, Madison WI 53704

Lot Forty-Seven (47), Second Addition to Truax Air Park West, in the City of Madison, Dane County.

**GUY MUELLER
PERTCO, LLC**

The neighboring building to the south, in the very same "SE" zoning district, houses Lakeland College, which is also an educational land use. In sum, the building's proposed use is compatible with its neighbors and the infrastructure that serves it. Other than getting this building fully occupied and some of the "for lease/sale" signs down, nothing much changes—the exterior of the building stays the same.

We are hopeful that the City of Madison and the Airport Commission and County will approve the school's use of this building and its site. Should our hopes be realized, once these approvals are in effect, PERTCO, LLC, of which I am a member, will immediately close on the property and purchase it from the current owner, RMD Corben. Simultaneously, PERTCO will execute a lease agreement with IMA, and the interior construction work will begin—as soon as possible in early May. In addition to being IMA's future landlord, I serve as the school's coordinator for this project. My contact information follows below my signature line.

The other key people in this project include the following:

- Current property owner: Ronald M. DeWoskin, RMD Corben, LLC, 2970 Chapel Valley Road, Ste. 204, Madison, WI 53711; rondewoskin@gmail.com, 608-347-0006.
- Tenant's advocate, volunteering on behalf of IMA: Tim Ridders, Cresa Madison, 613 Williamson Street, Suite 210, Madison, WI 53703; TRidders@cresa.com, 608-467-1513,
- Isthmus Montessori Academy (lessee/tenant): Melissa Droessler, Co-Head of School, 1402 Pankratz Street, Madison, WI 53704; administration@isthmusmontessoriacademy.org, 608-661-8200
- Contractor: Jason Jackson, Project Manager, Harmony Construction Management, Inc., 906 Jonathon Drive, Madison, WI 53713; jjackson@harmonycm.net, 608-223-4392
- Architect: Brad Koning, Partner, Sketchworks/Shulfer Architects, LLC 7780 Elmwood Avenue, Ste. 208, Middleton, WI 53562; bkoning@sketchworksarch.com, 608-836-7570

In lieu of the standard Conditional Use Permit application fee, we have attached a copy of the State of Wisconsin's tax exemption certificate for IMA as a non-profit organization, which waives this fee.

We look forward to working with you on this project and on seeing it through to its successful and timely completion. Your comments and suggestions along the way will always be welcome.

Very truly yours,



Guy Mueller
763-218-6418
guymueller1@gmail.com

Survey

PERTCO Building/IMA –1802 Pankratz Street, Madison WI 53704

Conditional Use Permit Application

March 7, 2018

The survey plat for for the Second Addition to Truax Air Park West follows on the next four pages. See Page 2, in particular.

SECOND ADDITION TO TRUAX AIR PARK WEST 3101354

Aff of Correction
Doc# 3241625
Rec. 8-15-2000

BEING A REPLAT OF ALL OF LOTS 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, AND 42 AND PARTS OF LOTS 19, 22, 23, AND ALL OF OUTLOT 5 AND OUTLOT 6 OF FIRST ADDITION TO TRUAX AIR PARK WEST AND ALL OF VACATED PANKRATZ STREET AND VACATED ANDERSON STREET WITHIN SAID PLAT, AND LOCATED IN THE SW 1/4-SE 1/4 AND THE SE 1/4-SE 1/4 OF SECTION 30, AND IN THE NE 1/4-NE 1/4, THE NW 1/4-NE 1/4, THE SW 1/4-NE 1/4 AND THE SE 1/4-NE 1/4 OF SECTION 31, ALL IN T8N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

EASEMENT NOTES

EASEMENT NOTES

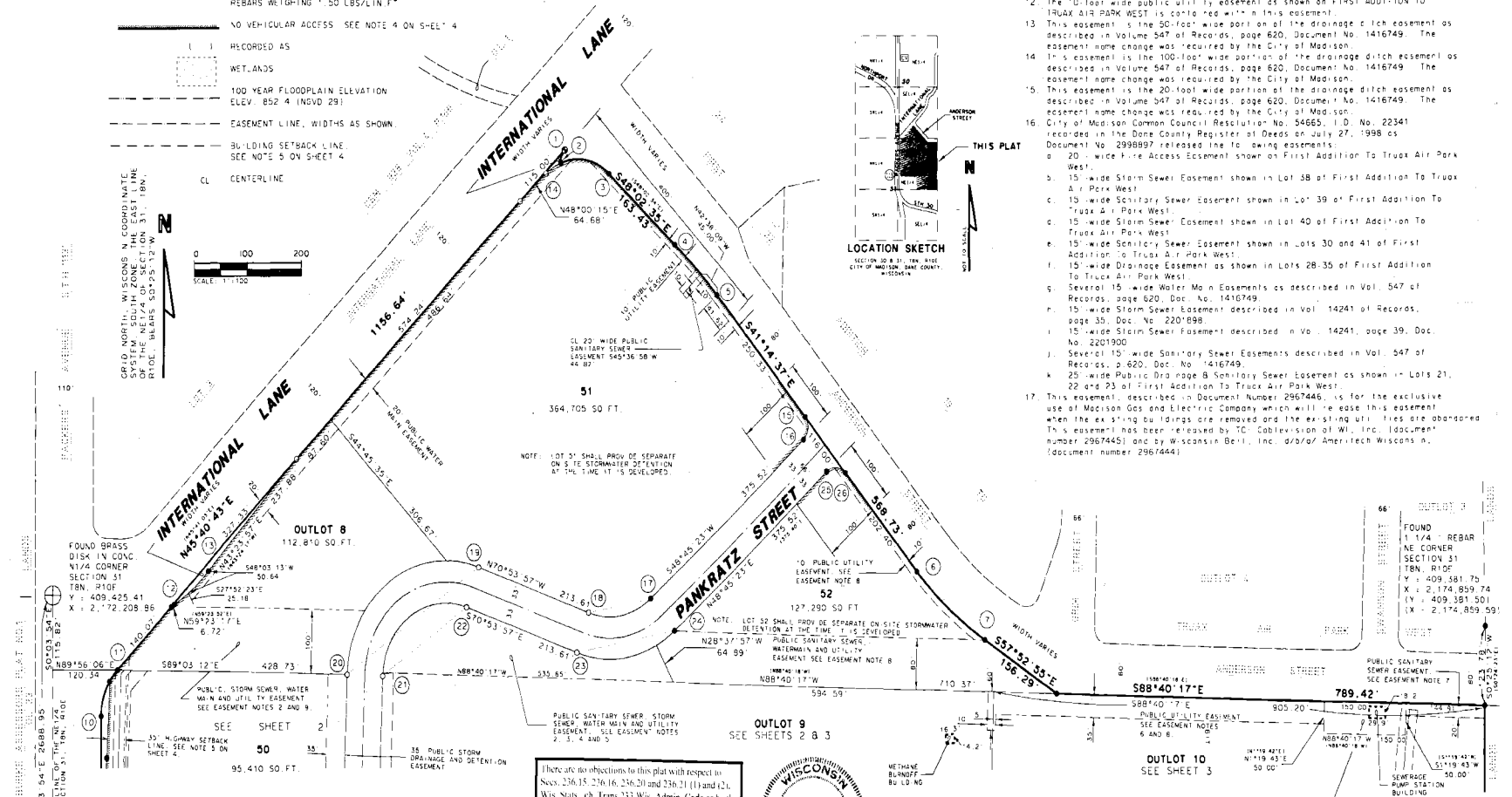
LEGEND

- 1 1/4" IRON REBAR FOUND
 - 3/4" IRON REBAR FOUND
 - 1/2" IRON REBAR FOUND
 - 3/4" DIA. DRILL HOLE FOUND IN CONCRETE
 - 1 1/4" DIA. X 30" LONG REBAR SET, WEIGHING 4.30 LBS./LIN. FT.
- ALL OUT-LOT AND OUTLOT CORNERS ARE MARKED BY 3/4" DIA. X 24" LONG REBARS WEIGHING 1.50 LBS./LIN. FT.

- NO VEHICULAR ACCESS SEE NOTE 4 ON SHEET 4
- RECORDED AS
- WETLANDS
- 100 YEAR FLOODPLAIN ELEVATION ELEV. 852.4 (NGVD 29)
- EASEMENT LINE, WIDTHS AS SHOWN
- 30-FOOT SETBACK LINE, SEE NOTE 5 ON SHEET 4
- CL CENTERLINE

CP 42 NORTH, WISCONSIN COORDINATE SYSTEM, EAST LINE OF THE NE 1/4 OF SECTION 31, T8N, R10E, BEARS S0°25'12"W

CP 42 NORTH, WISCONSIN COORDINATE SYSTEM, EAST LINE OF THE NE 1/4 OF SECTION 31, T8N, R10E, BEARS S0°25'12"W



FOUND BRASS DISK IN CONC. SECTION 31 T8N, R10E
Y + 406,736.74
X + 2,172,211.91
Y + 406,737.44
X + 2,172,212.29

FOUND BRASS DISK IN CONC. SECTION 31 T8N, R10E
Y + 409,425.41
X + 2,172,209.86

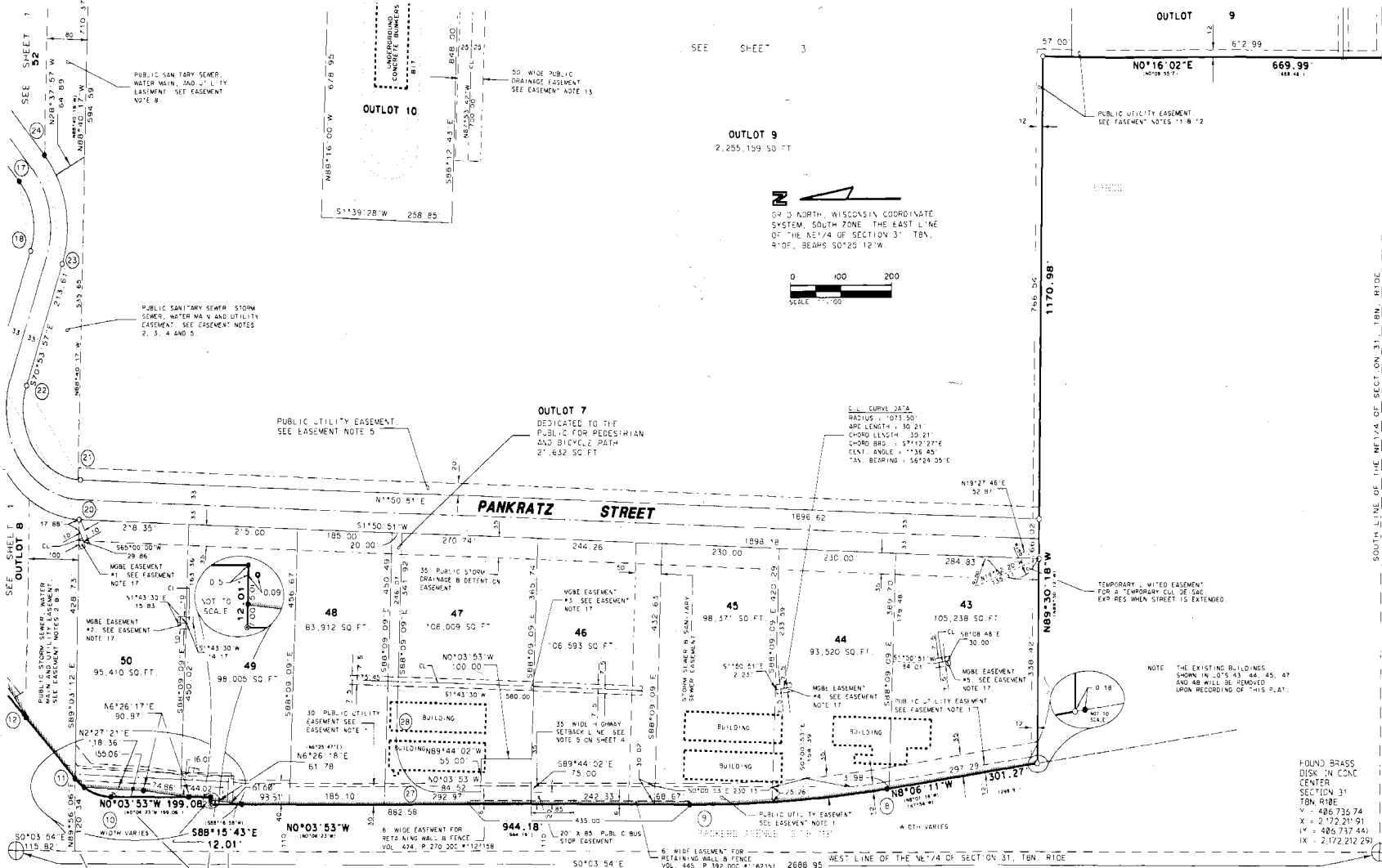
FOUND 1 1/4" REBAR NE CORNER SECTION 31 T8N, R10E
Y + 409,581.75
X + 2,174,859.74
Y + 409,381.50
X + 2,174,859.59

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., ch. Trans. 233 Wis. Admin. Code or by the County Planning Agency as provided by Sec. 236.12 (6), Wis. Stats.
Certified March 31st, 1999
Jeanne A. Storm
Department of Administration

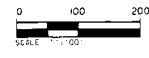
WISCONSIN LAND SURVEYORS
ROSS A. MICHAELS
S-1206
MADISON, WI
Reviewed this 31st day of March, 1999
Reviewed this 23rd day of March, 1999
Reviewed this 11th day of November, 1998
Reviewed this 17th day of July, 1998
Dated this 9th day of July, 1998

MEAD & HUNT
Mead & Hunt, Inc.
650 West Main Street, 3rd Floor
Madison, Wisconsin 53703-2000
Phone: 608-271-6180
Fax: 608-271-6191

Dwg No. M-1219
Sheet 1 of 4
Job No. 0121-20-978
Surveyed 12/81-28/97 and 1/28/99
THIS INSTRUMENT DRAFTED BY DAN URBAN



ON D NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE THE EAST LINE OF THE NE 1/4 OF SECTION 31 T8N, R10E, BEARS S0°25'12" W.



CURVE DATA
 RADIUS = 107.50'
 ARC LENGTH = 30.21'
 CHORD LENGTH = 30.21'
 CHORD BEG. = 91°12'38"E
 CHORD END = 11°36'45"E
 TAN. BEARING = S67°24'00"E

FOUND BRASS DISK IN CONC CENTER SECTION 31 T8N, R10E
 X = 486,726.74
 Y = 2,172,207.91
 I = 486,737.44
 IX = 2,172,212.25



There are no objections to this plat with respect to
 Sacs 236.15, 236.16, 236.20 and 236.21 (1) and (2),
 Wis. Stats., ch. Trans. 231 Wis. Admin. Code or by the
 County Planning Agency as provided by Sec. 236.12
 (b), Wis. Stats.
 Certified March 31st 1999
 Department of Administration

Revised this 31st day of March, 1999
 Revised this 23rd day of March, 1999
 Revised this 17th day of November, 1999
 Revised this 17th day of July, 1999
 Reverted this 9th day of June, 1998

SECOND ADDITION TO TRUAX AIR PARK WEST

BEING A REPLAT OF ALL OF LOTS 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, AND 42 AND PARTS OF LOTS 19, 22, 23, AND ALL OF OUTLOT 5 AND OUTLOT 6 OF FIRST ADDITION TO TRUAX AIR PARK WEST AND ALL OF VACATED PANKRATZ STREET AND VACATED ANDERSON STREET WITHIN SAID PLAT, AND LOCATED IN THE SW 1/4-SE 1/4 AND THE SE 1/4-SE 1/4 OF SECTION 30, AND IN THE NE 1/4-NE 1/4, THE NW 1/4-NE 1/4, THE SW 1/4-NE 1/4 AND THE SE 1/4-NE 1/4 OF SECTION 31, ALL IN T8N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN



Mead & Hunt, Inc.
 4501 West Road, Suite 101
 Madison, Wisconsin 53719-2700
 Phone 608-271-4300
 Fax 608-271-6391

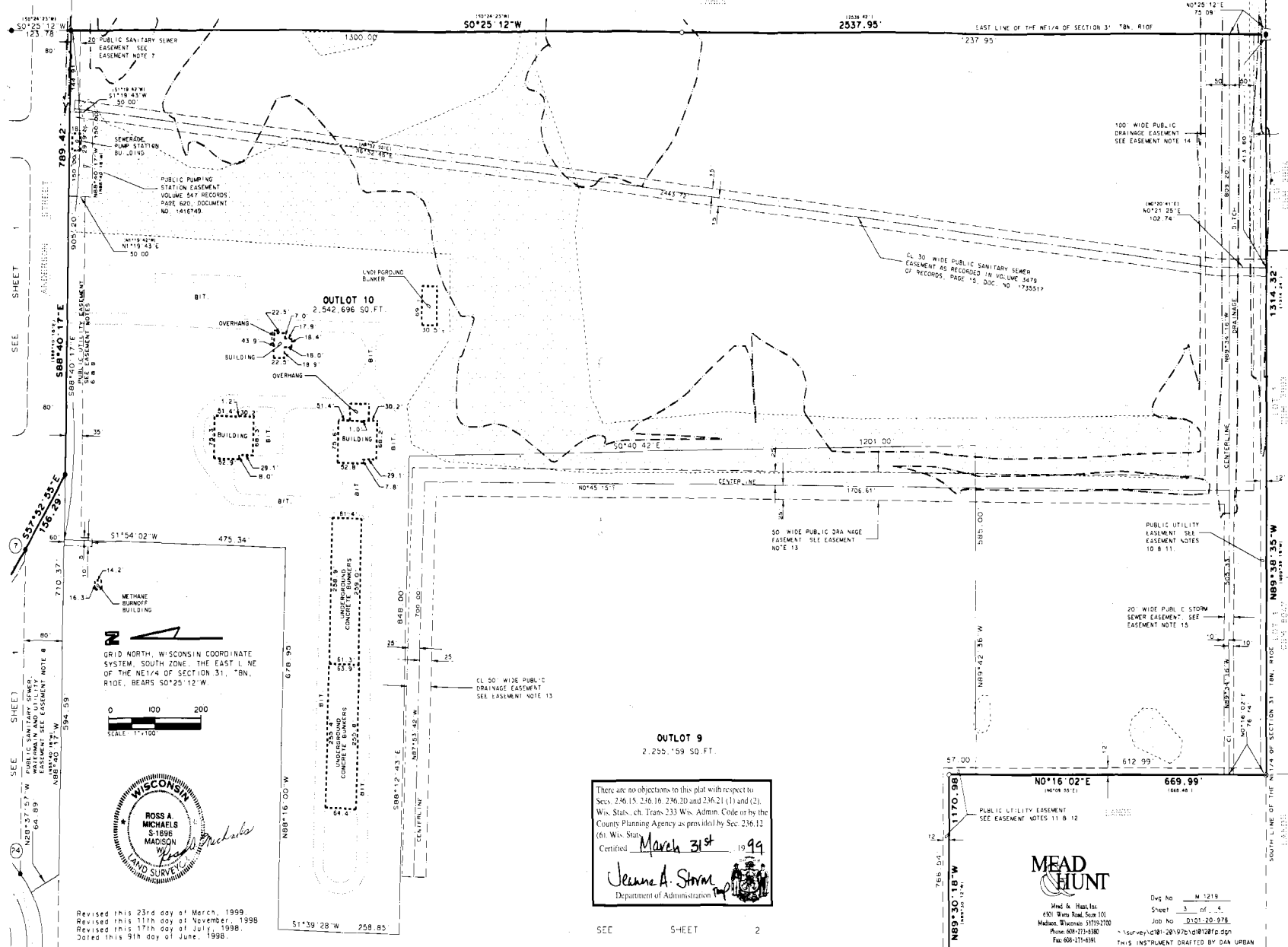
Doc No M 1219
 Sheet 2 of 4
 Job No 010120-9178

SECOND ADDITION TO TRUAX AIR PARK WEST

BEING A REPLAT OF ALL OF LOTS 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, AND 42 AND PARTS OF LOTS 19, 22, 23 AND ALL OF OUTLOT 5 AND OUTLOT 6 OF FIRST ADDITION TO TRUAX AIR PARK WEST AND ALL OF VACATED PANKRATZ STREET AND VACATED ANDERSON STREET WITHIN SAID PLAT, AND LOCATED IN THE SW 1/4-SE 1/4 AND THE SE 1/4-SE 1/4 OF SECTION 30, AND IN THE NE 1/4-NE 1/4, THE NW 1/4-NE 1/4, THE SW 1/4-NE 1/4 AND THE SE 1/4-NE 1/4 OF SECTION 31, ALL IN T8N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

FOUND
1 1/4 REBAR
NE CORNER
SECTION 31
T8N, R10E
Y = 409,381.75
X = 2,174,859.74
IY = 409,381.50
IX = 2,174,859.59

FOUND ALUM. MOV.
E 1/4 CORNER
SECTION 31
T8N, R10E
Y = 406,720.36
X = 2,174,840.24
IY = 406,721.63
IX = 2,174,840.73



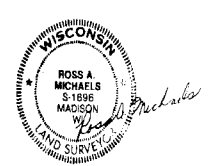
SEE SHEET

SEE SHEET

SEE SHEET

GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, THE EAST LINE OF THE NE 1/4 OF SECTION 31, T8N, R10E, BEARS S0°25'12" W.

0 100 200
SCALE 1"=100'



Revised this 23rd day of March, 1999
Revised this 11th day of November, 1998
Revised this 17th day of July, 1998.
Joted this 9th day of June, 1998.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., ch. Trans. 233 Wis. Admin. Code or by the County Planning Agency as provided by Sec. 236.12 (6) Wis. Stats.
Certified March 31st 1999
Jeanne A. Strain
Department of Administration

SEC SHEET 2



Mead & Hunt, Inc.
400 Barry Road, Suite 100
Madison, Wisconsin 53719-2700
Phone: 608-271-6360
Fax: 608-271-6391

Dwg No. M 1219
Sheet 3 of 4
Job No. 0101-20-978
THIS INSTRUMENT DRAFTED BY DAN URBAN

SECOND ADDITION TO TRUAX AIR PARK WEST

BEING A REPLAT OF ALL OF LOTS 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, AND 42 AND PARTS OF LOTS 19, 22, 23, AND ALL OF OUTLOT 5 AND OUTLOT 6 OF FIRST ADDITION TO TRUAX AIR PARK WEST AND ALL OF VACATED PANKRATZ STREET AND VACATED ANDERSON STREET WITHIN SAID PLAT, AND LOCATED IN THE SW 1/4-SE 1/4 AND THE SE 1/4-SE 1/4 OF SECTION 30, AND IN THE NE 1/4-NE 1/4, THE NW 1/4-NE 1/4, THE SW 1/4-NE 1/4 AND THE SE 1/4-NE 1/4 OF SECTION 31, ALL IN T8N. R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

Table with columns: CURVE NO., LOT NO., RAD US LENGTH FEET, ARC LENGTH FEET, RECORDED AS, CHORD BEARING, CHORD LENGTH FEET, RECORDED AS, CHORD BEARING, RECORDED AS, CENTRAL ANGLE, RECORDED AS, TANGENT BEARING.

SURVEYOR'S CERTIFICATE

Ross A. Michaels, a registered land surveyor in the State of Wisconsin, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Madison, and under the direction of Charles J. Peterson, Manager of Properties and Contracts, Dane County Airport, for Dane County, owner of said land, have surveyed, divided and mapped SECOND ADDITION TO TRUAX AIR PARK WEST that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and that this land is a replat of lots 20, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42 and parts of lots 19, 22, 23, and all of Outlot 5 and Outlot 6 of FIRST ADDITION TO TRUAX AIR PARK WEST and all of vacated Pankratz Street and vacated Anderson Street, with a said plat, and located in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 30, and in the NE 1/4 of the NE 1/4, the NW 1/4 of the NE 1/4, the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 31, all in T8N. R10E, City of Madison, Dane County, Wisconsin.

Commencing at a brass disk in concrete marking the North 1/4 corner of said Section 31; Thence S 00°03'54"E, 115.82 feet along the West line of the Northeast 1/4 of said Section 31; Thence N 89°53'03"E, 20.30 feet to the point of beginning of this description; Thence N 45°40'43"E, 1156.64 feet along the Southeast line of electrical conduit line to curve point number 14 as shown on said plat; (Recorded as N 45°41'03"E, 1156.80 feet); Thence 22.64 feet along the arc of a curve to the left on the Northerly line of vacated Pankratz Street (as shown on the FIRST ADDITION TO TRUAX AIR PARK WEST) having a radius of 25.00 feet; and a long chord bearing and distance of S 19°44'05"W, 21.87 feet; (Recorded as S 14°13'23"W, 26.10 feet); Thence 95.83 feet along the arc of a curve to the right on the Southwesterly line of Anderson Street (as described in Volume 14241 of Records or pages 22-24, Document Number 2201892) having a radius of 87.00 feet and a long chord bearing and distance of S 79°35'50"E, 91.06 feet; (Recorded as S 80°31'04"E, 95.43 feet); Thence S 48°02'35"E, 163.43 feet continuing along said Southwesterly line; (Recorded as S 48°02'34"E); Thence continuing along said Southwesterly line 109.88 feet on the arc of a curve to the right having a radius of 925.87 feet and a long chord bearing and distance of S 44°38'36"E, 109.81 feet; Thence S 41°14'37"E, 568.73 feet continuing along said Southwesterly line; Thence 164.65 feet along the arc of a curve to the left continuing along said Southwesterly line having a radius of 167.00 feet and a long chord bearing and distance of S 49°33'46"E, 164.07 feet; (Recorded as S 49°33'16"E, 163.92 feet) to the North line of Anderson Street (as shown on the FIRST ADDITION TO TRUAX AIR PARK WEST); Thence S 57°52'55"E, 156.29 feet to the South line of Anderson Street (as shown on the FIRST ADDITION TO TRUAX AIR PARK WEST); Thence S 88°40'17"E, 789.42 feet along a South line to the Northeast corner of said Outlot 5; (Recorded as S 88°40'18"E); Thence S 00°25'12"W, 2537.95 feet along the East line of said Outlot 5 to an A monument marking the East 1/4 corner of said Section 31 and the Southeast corner of said Outlot 5; (Recorded as S 00°24'23"W, 2536.42 feet); Thence N 89°38'35"W, 1314.32 feet along the South line of the NE 1/4 of said Section 31 to the Southwest corner of said Outlot 5; (Recorded as N 89°39'19"W, 1314.24 feet); Thence N 00°16'02"E, 669.99 feet along the West line of said Outlot 5; (Recorded as N 00°09'55"E, 668.48 feet); Thence N 89°30'18"W, 170.99 feet along the South line of the FIRST ADDITION TO TRUAX AIR PARK WEST to the Southwest corner of said Lot 36; (Recorded as N 89°30'12"W, 170.99 feet); Thence N 08°06'11"W, 301.27 feet along the East line of State Trunk Highway 113 (also known as Packers Avenue); (Recorded as N 08°07'18"W); Thence continuing along said East line 389.89 feet on the arc of a curve to the right having a radius of 2809.80 feet and a long chord bearing and distance of N 04°02'21"W, 389.50 feet; (Recorded as N 04°02'02"W, 389.49 feet); Thence N 00°03'53"W, 944.18 feet continuing along said East line to the Northwest corner of said Lot 41; (Recorded as N 00°04'23"W, 944.19 feet); Thence S 88°15'43"E, 12.01 feet along the North line of said Lot 41 to the Southwest corner of said Lot 42; (Recorded as S 88°15'39"E); Thence N 00°03'53"W, 199.09 feet along the West line of said Lot 42; (Recorded as N 00°04'23"W, 199.06 feet); Thence 79.84 feet continuing along said West line on the arc of a curve to the right having a radius of 103.00 feet and a long chord bearing and distance of N 22°48'25"E, 77.73 feet; (Recorded as S 22°48'20"E, 77.76 feet) to the point of beginning of this description.

Ross A. Michaels, S-1696

Revised this 23rd day of March, 1999. Revised this 11th day of November, 1998. Revised this 7th day of July, 1998. Dated this 31st day of June, 1999.



Table with columns: OUTLOT NUMBER, OUTLOT PURPOSE.

NOTES

- 1. All lots within this plat are subject to a non-exclusive easement for drainage purposes which shall be a minimum of 6 feet in width measured from the property line to the interior or exterior, except that the easement shall be 2 feet in width on the perimeter of the plot. Easements shall not be required on property lines shared with greenways or public streets.
2. The infra-block drainage easements shall be graded with the construction of each principal structure in accordance with the approved Storm Water Drainage Plan on file with the City Engineer and the Zoning Administration, as amended in accordance with the Madison General Ordinances.
3. The coordinates shown on the plat are referenced to the Wisconsin coordinate system of 1927, South Zone, and are based on coordinates published by the City of Madison at the North 1/4 corner of Section 31, T8N. R10E. Course notes shown in parentheses are those published by the City of Madison of which there is a discrepancy between the published data and computed coordinates shown.
4. As owner, hereby certifies that all lots and blocks, in their no owner, possessor, user, nor licensee, nor other person shall have or acquire a right of real or personal ingress or egress with S.H. 113 or Packers Avenue, as shown on the plat, if being expressly entered that this restriction shall constitute a restriction for the benefit of the public according to section 236.293, Wisconsin Statutes and shall be enforceable by the Department of Transportation.
5. No improvements or structures are allowed between the S.H. 113 right-of-way and the setback line. Improvements or structures are not permitted to be on parking lots, parallel driveways, wells, septic systems, drainage facilities, etc. If being expressly entered that this restriction shall constitute a restriction for the benefit of the public according to section 236.293, Wisconsin Statutes and shall be enforceable by the Department of Transportation. Contact the Wisconsin Department of Transportation Driver Safety for more information. The above number may be obtained by contacting your County Highway Department.
6. One access point unless otherwise shown. Corner lots with frontage on two public streets are all owed two accesses (one per street).
7. No med or breaks will be provided in the median along International Lane or Anderson Street.
8. Structures with driveways going through them are proposed to be razed.

There are no objections in this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., ch. Trac. 233 Wis. Admin. Code or by the County Planning Agency as provided by Sec. 236.12 (1), Wis. Stats. Certified March 31st 1999. Jeannette A. Stovall, Department of Administration.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Dane County, a public body corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said municipal corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. Dane County does further certify that this plat is required by s. 236.12 of s. 236.12 to be submitted to the following for approval or objection:

- 1. Department of Administration
2. Common Council of the City of Madison
3. Department of Transportation
4. Dane County Zoning and Natural Resources Committee

IN WITNESS WHEREOF, the said Dane County has caused these presents to be signed by Kathleen M. Falk, its County Executive, and Joseph T. Parissi, its County Clerk, at Madison, Wisconsin on this 12th day of April, 1999.

Dane County Kathleen M. Falk, County Executive Joseph T. Parissi, County Clerk

STATE OF WISCONSIN, DANE COUNTY

Personally came before me this 12th day of April, 1999, Kathleen M. Falk, County Executive and Joseph T. Parissi, County Clerk, to me known to be the persons who executed the foregoing instrument and to be known to be such County Executive and County Clerk of Dane County, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation, by its ordinance.

Robert J. Olson, Notary Public, Dane County, Wisconsin

7.23.2000 My commission expires

CERTIFICATE OF CITY TREASURER STATE OF WISCONSIN, DANE COUNTY

I, Ray Fisher, being duly appointed, qualified, and acting City Treasurer of the City of Madison, do hereby certify that in accordance with the records on my office, there are no unpaid taxes of local special assessments as of this date, this day of March, 1999, on any of the land included in the plat of SECOND ADDITION TO TRUAX AIR PARK WEST.

4-12-99 Ray Fisher, City Treasurer, City of Madison

CERTIFICATE OF COUNTY TREASURER STATE OF WISCONSIN, DANE COUNTY

I, James H. Amundson, being the duly elected, qualified, and acting Treasurer of the County of Dane, do hereby certify that the records in my office show no uncollected taxes or other unpaid taxes of special assessments as of this date, this day of April, 1999, affecting the lands included in the plat of SECOND ADDITION TO TRUAX AIR PARK WEST.

4/8/99 James H. Amundson, Treasurer, Dane County, Wisconsin

COMMON COUNCIL RESOLUTION

Resolved that the plat of SECOND ADDITION TO TRUAX AIR PARK WEST in the City of Madison is hereby approved and accepted by the Common Council.

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Madison on the 16th day of March, 1999.

Ray Fisher, City Clerk, City of Madison

CERTIFICATE OF REGISTER OF DEEDS

Received for record this 12th day of April, 1999, a plat of Second Addition to Truax Air Park West, Vol. 57-120A of Plats of Dane County, Wisconsin.

James C. Licht, Register of Deeds



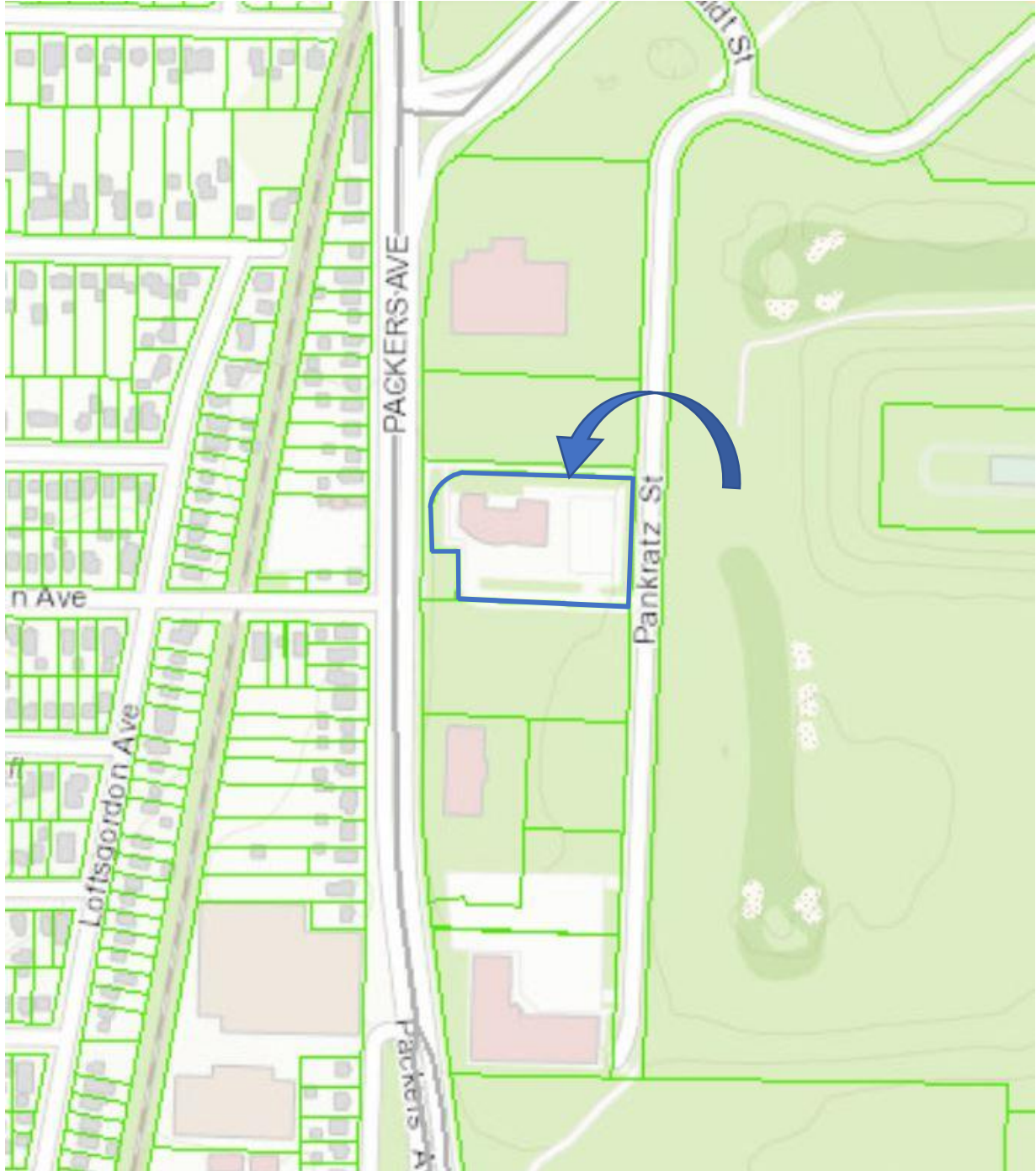
Map No. M 1219 Sheet 4 of 4 Made in Mead, Inc. 4501 Wins Road, Suite 101 Madison, Wisconsin 53718-2700 Phone: 608-271-6800 Fax: 608-271-6991

Vicinity Map (1 of 2)

PERTCO Building/IMA –1802 Pankratz Street, Madison WI 53704

Conditional Use Permit Application

March 7, 2018

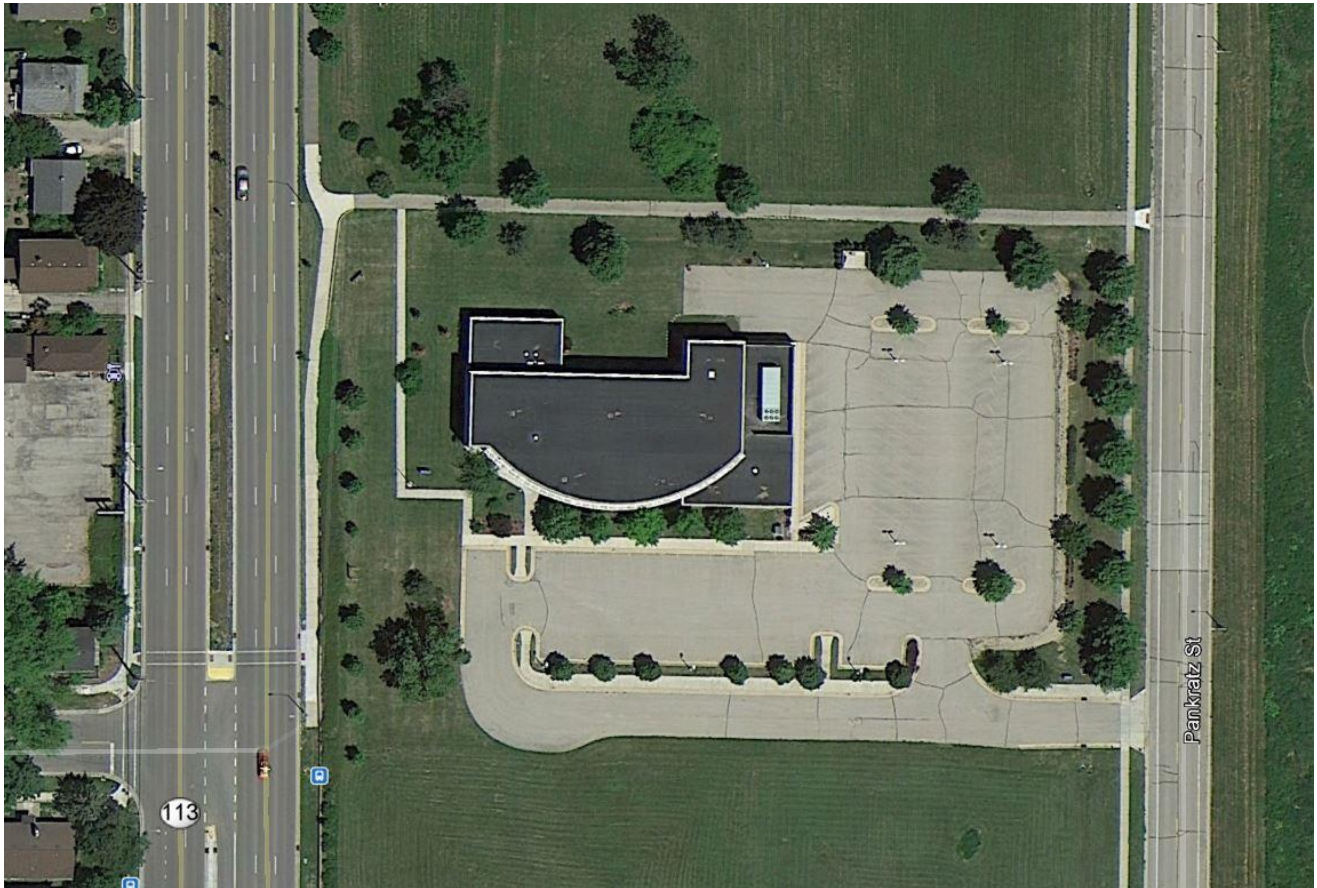


Vicinity Map—Photos (2 of 2)

PERTCO Building/IMA –1802 Pankratz Street, Madison WI 53704

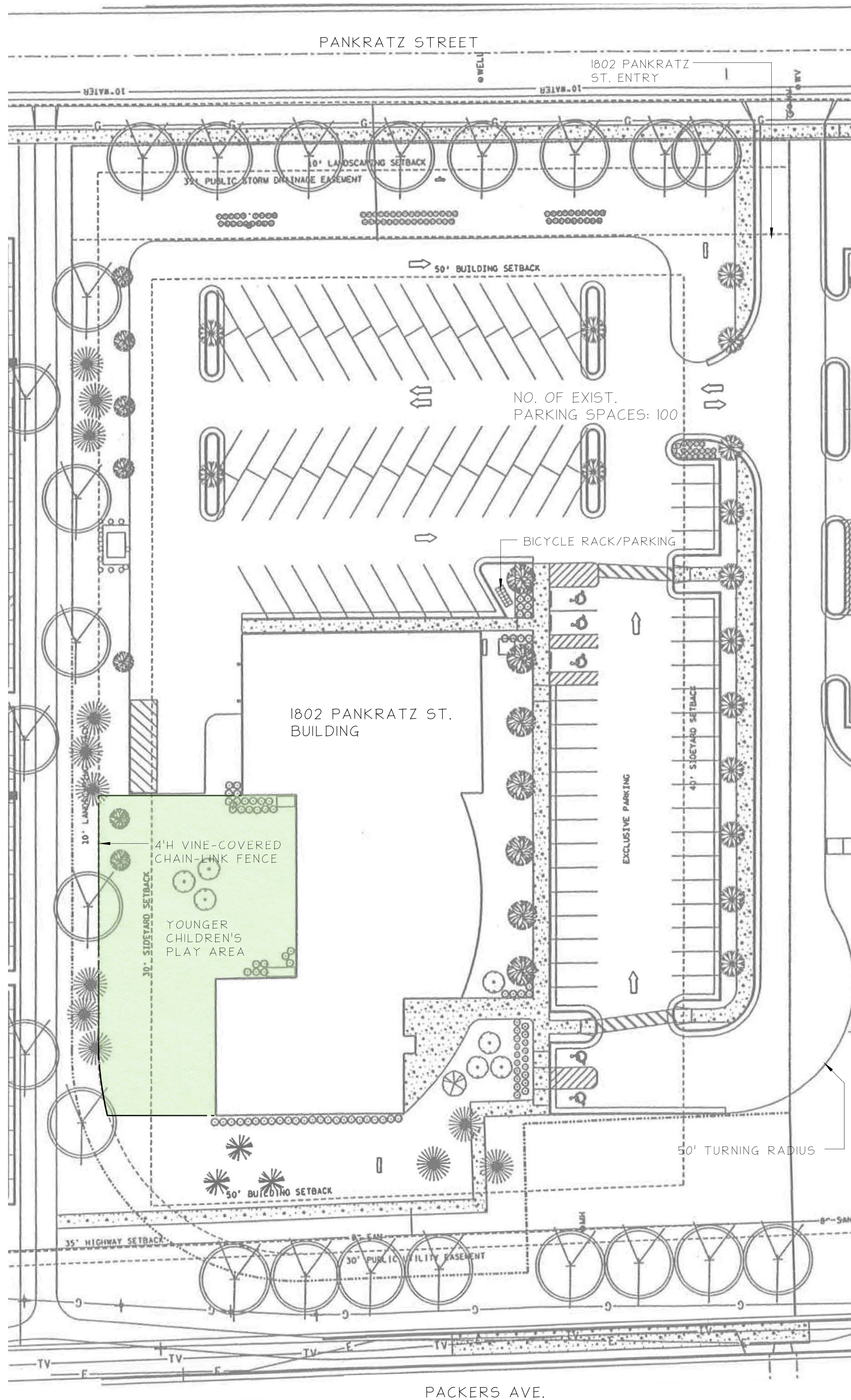
Conditional Use Permit Application

March 7, 2018



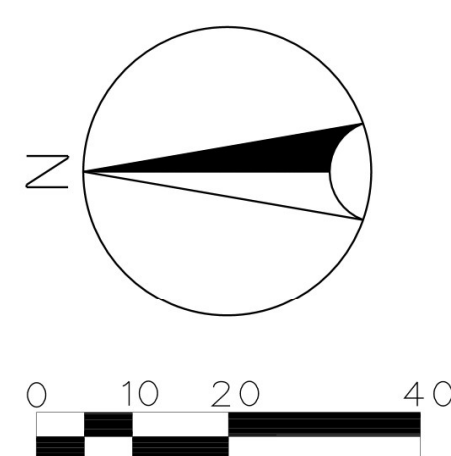
**OFFICE BUILDING
FOR SALE OR LEASE
1802 Pankratz St.
MADISON, WI**





NOTES:

1. THE UNDERLYING B&W DWG IS THE BUILDING'S ORIGINAL CIRCA 2003 SITE PLAN, WHICH IS STILL IN EFFECT FOR THIS C.U.P. APPLICATION.
2. THE ONLY REVISION IS THE ADDITION OF PLAY AREA FENCING.
3. 30-40 EMPLOYEES; 200-225 STUDENTS; 100 EXIST. PARKING SPACES.
4. BUSING REQUIREMENTS T.B.D. AT MOST, 2-3 BUSES DAILY.



1 of 2
(SITE & LANDSCAPE PLAN)

ISTHMUS MONTESSORI ACADEMY
SITE & LANDSCAPE PLAN

DRAWING NUMBER:
GM-180228-IMA-SP-02-01
DATE: 03-4-2018
SCALE (24" X 36" SHEET): 1"=20'
REVISIONS: NONE

Guy Mueller
Landscape Design
763-218-6418 guymueller@gmail.com

EXISTING BUILDING PHOTOS (4)

TOP ROW: FRONT DOOR AND WEST (PACKER AVE.) SIDE IN SUN

MIDDLE ROW: YOUNGER CHILDREN'S PLAY AREA (NORTH FACING) & FRONT ELEVATION (SOUTH FACING)



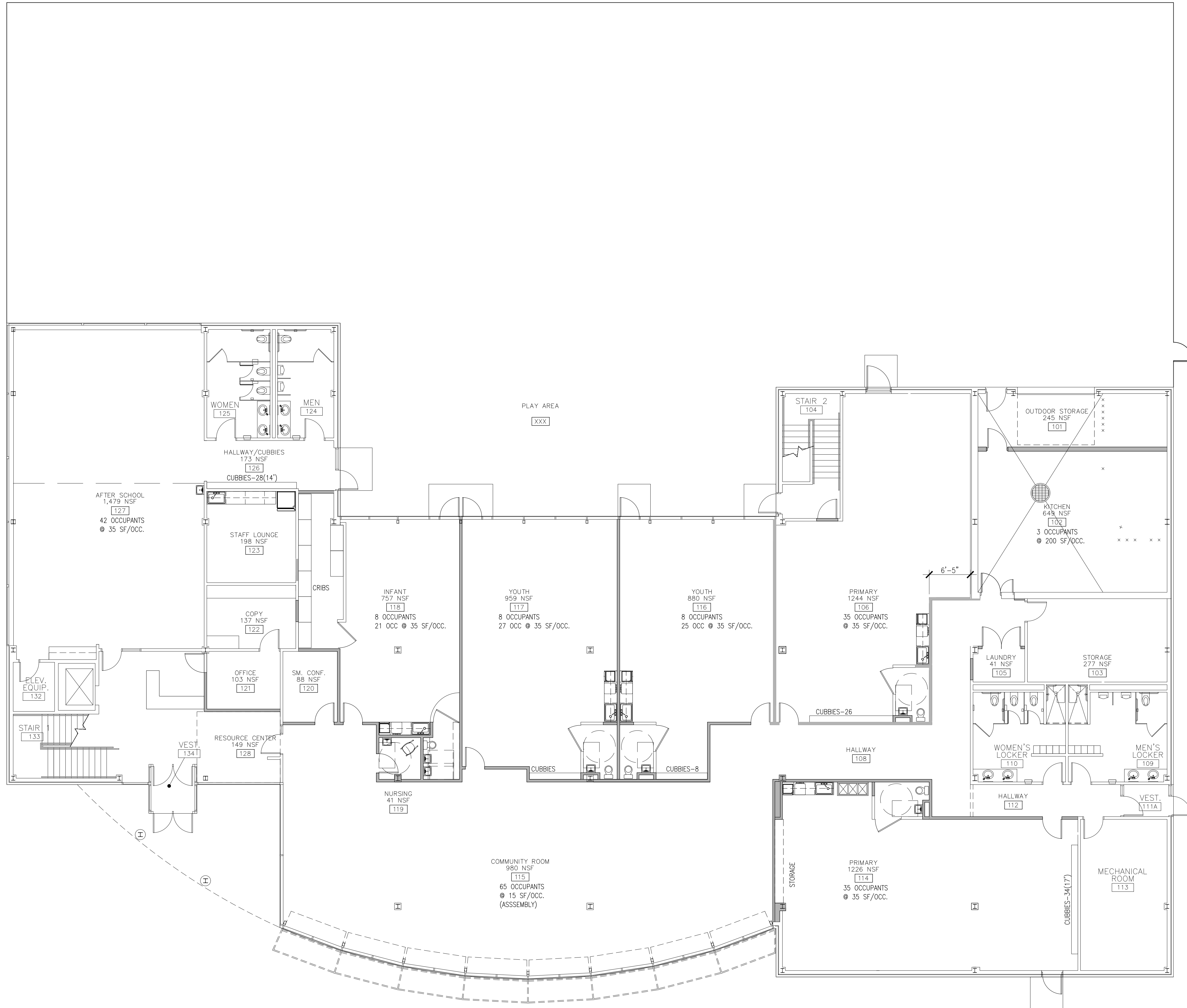
PANKRATZ STREET ENTRANCE

SIGNAGE CONCEPTS

INSTALL NEW PANELS ON EXISTING FREE-STANDING SIGNAGE WALLS WITHIN SAME PERIMETER DIMENSIONS.

WEST OF FRONT DOOR
PACKERS AVE SIDE

2 of 2
(SITE & LANDSCAPE PLAN)



FLOOR PLAN GENERAL NOTES

- A. MECHANICAL, ELECTRICAL AND PLUMBING IMPROVEMENTS TO BE DESIGN BUILD. DESIGNED AS REQUIRED BY CURRENT BUILDING CODES. MEP DESIGN-BUILD CONTRACTOR(S) RESPONSIBLE FOR ENSURING CODE-COMPLIANT CONSTRUCTION OF NEW SYSTEMS IN TENANT SPACE.
- B. PROVIDE ACCESSIBLE TOILET ROOM FIXTURES AND ACCESSORIES PER MOUNTING HEIGHTS INDICATED ON SHEET A0.2
- C. PROVIDE ADA APPROVED THRESHOLDS AT ALL NEW FLOOR TRANSITIONS AND DOORWAYS
- D. DIMENSIONS ARE TO FACE OF WALL OR TO COLUMN CENTERLINE UNLESS OTHERWISE NOTED. VERIFY ALL EXISTING CONDITIONS AND ADJUST WALL DIMENSIONS ACCORDINGLY. CONTACT ARCHITECT WITH ANY DISCREPANCIES.
- E. CONTRACTOR SHALL NOTIFY ARCHITECT, ENGINEER AND OWNER IMMEDIATELY UPON DISCOVERING ANY UNANTICIPATED STRUCTURAL CONDITIONS OR DISCREPANCIES WITH PROPOSED MODIFICATIONS.
- F. GENERAL CONTRACTOR TO SECURE CONSTRUCTION AREA DURING CONSTRUCTION WORK. SEAL ALL DOORS AS REQUIRED, CONSTRUCT AND MAINTAIN A FLOOR TO CEILING DUST BARRIER, TO PROVIDE SEPARATION FOR DUST, DEBRIS AND SOUND.
- G. GENERAL CONTRACTOR TO MAINTAIN PATH THROUGH PORTIONS OF THE CONSTRUCTION AREA FOR ACCESS TO EGRESS ROUTES.
- K. SUBMIT ALL FINISHES TO THE ARCHITECT FOR APPROVAL

FLOOR PLAN KEYED NOTES

1 TBD

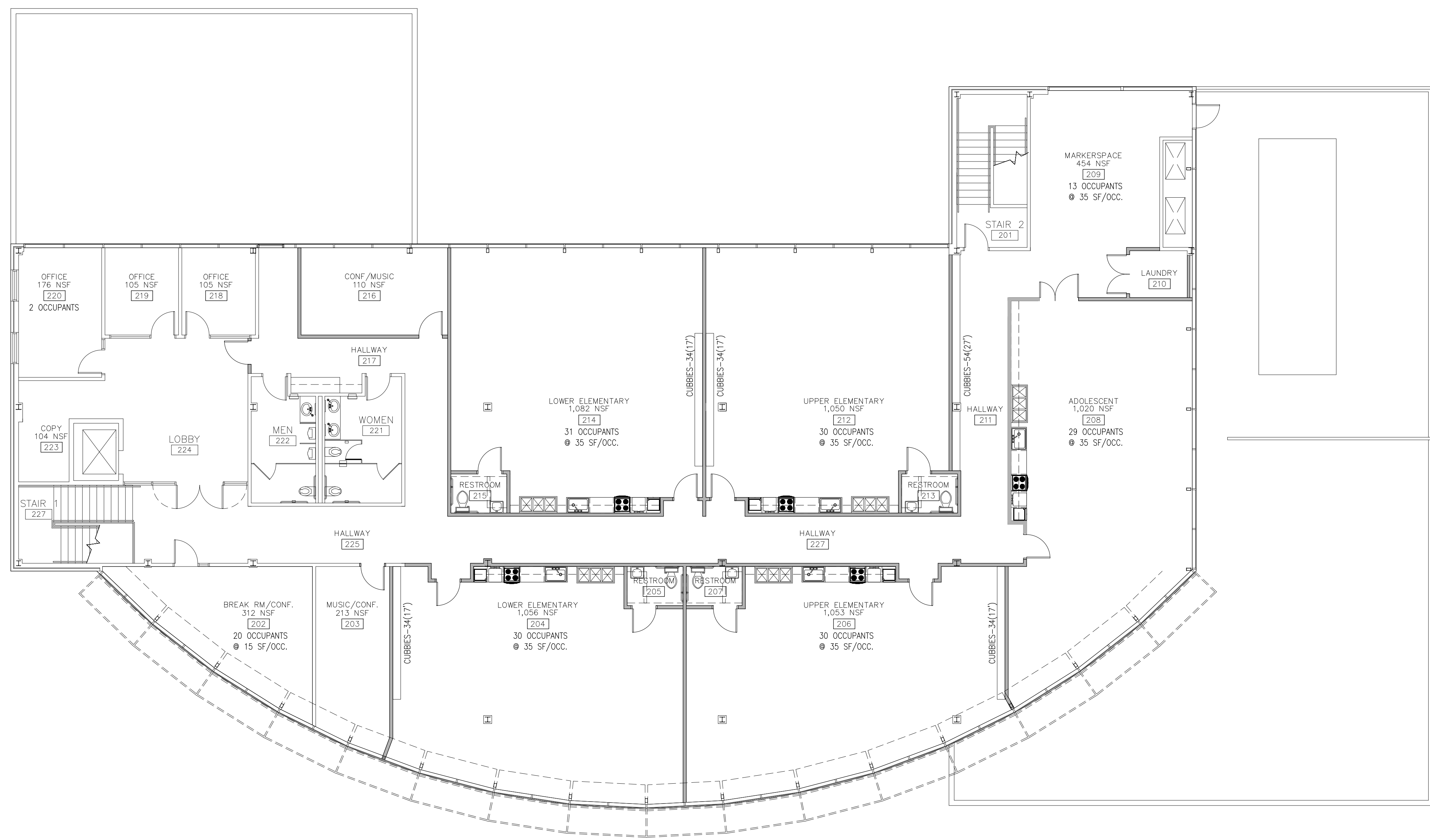
1 FIRST FLOOR PLAN
1/8"=1'-0"

FLOOR PLAN GENERAL NOTES

- A. MECHANICAL, ELECTRICAL AND PLUMBING IMPROVEMENTS TO BE DESIGN BUILD, DESIGNED AS REQUIRED BY CURRENT BUILDING CODES. MEP DESIGN-BUILD CONTRACTOR(S) RESPONSIBLE FOR ENSURING CODE-COMPLANT CONSTRUCTION OF NEW SYSTEMS IN TENANT SPACE.
- B. PROVIDE ACCESSIBLE TOILET ROOM FIXTURES AND ACCESSORIES PER MOUNTING HEIGHTS INDICATED ON SHEET AD.2
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- D. DIMENSIONS ARE TO FACE OF WALL OR TO COLUMN CENTERLINE UNLESS OTHERWISE NOTED. VERIFY ALL EXISTING CONDITIONS AND ADJUST WALL DIMENSIONS ACCORDINGLY. CONTACT ARCHITECT WITH ANY DISCREPANCIES.
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- G. GENERAL CONTRACTOR TO MAINTAIN PATH THROUGH PORTIONS OF THE CONSTRUCTION AREA FOR ACCESS TO EGRESS ROUTES.
- K. SUBMIT ALL FINISHES TO THE ARCHITECT FOR APPROVAL.

FLOOR PLAN KEYED NOTES

- 1 TBD



1 SECOND FLOOR PLAN
1/8"=1'-0"
NORTH

COPY

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3615626

12/19/2002 03:44:21PM

Trans. Fee:
Exempt #:

Rec. Fee: 39.00
Pages: 15

Document No.

RECIPROCAL EASEMENT AGREEMENT

003956

Return to:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

251-0810-311-0301-3
251-0810-311-0302-1
251-0810-311-0303-9
251-0810-311-0304-7
251-0810-311-0305-5

Parcel Numbers

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made as of this 22nd day of November, 2002 by and between CORBEN BUILDING A, LLC ("Parcel A Owner"), CORBEN BUILDING B, LLC ("Parcel 47 Owner") and CORBEN LAND DEVELOPMENT, LLC ("Undeveloped Land Owner").

RECITALS

A. Parcel A Owner is the tenant of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as "Parcel A," under that certain lease described in Exhibit A (the "Parcel A Lease").

B. Parcel 47 Owner is the tenant of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as "Parcel 47," under that certain lease described in Exhibit B (the "Parcel 47 Lease").

C. Undeveloped Land Owner is the tenant of certain real property also located in Dane County, Wisconsin, between Parcel A and Parcel 47, as described on the attached Exhibit C and referred to on the exhibit and in this Agreement as "Undeveloped Land," under that certain lease described in Exhibit C the ("Undeveloped Land Lease").

D. Parcel A Owner, Parcel 47 Owner and Undeveloped Land Owner wish to grant each other certain easement rights as more fully set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Grant by Parcel A Owner. Parcel A Owner grants to Parcel 47 Owner and Undeveloped Land Owner for the benefit of Parcel 47 Owner and Parcel 47, Undeveloped Land Owner, the Undeveloped Land and all present and future tenants of Parcel 47, and the Undeveloped Land and their respective subtenants, occupants, agents, employees, guests, licensees, and invitees (collectively, "Users") a nonexclusive easement, for the shorter of: (a) the duration of the Parcel A Lease or (b) the duration of the Parcel 47 Lease (in the case of the easement granted to Parcel 47) or the duration of the Undeveloped Land Lease (in the case of the easement granted to the Undeveloped Land), whichever is shorter,

(a) to use any portions of Parcel A that are used for vehicular parking or as drive aisles for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from Parcel 47 or the Undeveloped Lands, as the case may be, and public rights-of-way; and

(b) to park vehicles on any portion of Parcel A that is used for vehicular parking.

The areas described in (a) and (b) above, are referred to in this Agreement as the "Parcel A Easement Areas."

2. Grant by Parcel 47 Owner. Parcel 47 Owner grants to Parcel A Owner and Undeveloped Land Owner for the benefit of Parcel A Owner and Parcel A, Undeveloped Land Owner and the Undeveloped Land and all present and future tenants of Parcel A and the Undeveloped Land and their respective subtenants, occupants, agents, employees, guests, licensees, and invitees (collectively, "Users") a nonexclusive easement, for the shorter of: (a) the duration of the Parcel 47 Lease or (b) the duration of the Parcel A Lease (in the case of the easement granted to

Parcel A) or the duration of the Undeveloped Land Lease (in the case of the easement granted to the Undeveloped Land), 003958

(a) to use any portions of Parcel 47 that are used for vehicular parking or as drive aisles for vehicular and pedestrian ingress and egress over, on, and across such portions to obtain access to and from Parcel A or the Undeveloped Lands, as the case may be, and public rights-of-way; and

(b) to park vehicles on any portion of Parcel 47 that is used for vehicular parking other than those stalls designated for the exclusive use of Parcel 47 on the site plan attached hereto as Exhibit D.

The areas described in (a) and (b), above, are referred to in this Agreement as the "Parcel 47 Easement Areas."

3. Grant by Undeveloped Land Owner. Undeveloped Land Owner hereby grants to Parcel A Owner and to Parcel 47 Owner for the benefit of Parcel A Owner and Parcel A, and Parcel 47 Owner and Parcel 47, and all present and future tenants of Parcel A and Parcel 47 and their respective subtenants, occupants, agents, employees, guests, licensees and invitees (collectively, "Users") a nonexclusive easement, for the shorter of: (a) the duration of the Undeveloped Land Lease or (b) the duration of the Parcel A Lease (in the case of the easement granted to Parcel A) or the Parcel 47 Lease (in the case of the easement granted to Parcel 47), to use portions of the Undeveloped Land that are used as drive aisles for vehicular and pedestrian ingress and egress over, on and across such portions to and from Parcel A or Parcel 47, as the case may be. The areas described in this Section 3 are referred to in this Agreement as the "Undeveloped Land Easement Areas."

4. Site Plan. Parcel 47 Owner agrees that any parking lot, drive aisle, and driveway improvements constructed on Parcel 47 shall be constructed in accordance with the Site Plan.

5. Consistent Uses Allowed. Parcel A Owner, Parcel 47 Owner and Undeveloped Land Owner shall each have the rights to use the surface area of their respective properties in any way not inconsistent with the grant in this Agreement.

6. Indemnity. Each party to this Agreement who exercises rights under any of the easements granted by this Agreement (the "Dominant Owner") over the lands owned by any of the other parties (the "Servient Owner") shall indemnify and defend the Servient Owner and its members, agents, and employees from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury,

or damage to property, brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of the Servient Owner's property (the "Servient Property") by the Dominant Owner or its agents, guests, licensees, subtenants, occupants, contractors, subcontractors, tenants, invitees, or employees.

7. Barriers. The parties intend that Parcel A, Parcel 47 and the Undeveloped Land shall be served by a single continuous driveway between Parcel 47 and Pankratz Street, beginning at the driveway opening to Pankratz Street now located on Parcel A, which single continuous driveway shall be open and unobstructed at all times. Accordingly, no party shall do anything to interfere with the use of the easements granted under this Agreement by the other party or by the Users. No curbs, barriers, fences, dividers, or other obstructions shall be constructed on or across any driveway to prevent, prohibit, or discourage the free and uninterrupted flow of vehicular and pedestrian traffic. Notwithstanding anything set forth in this Agreement to the contrary, the foregoing prohibitions and limitations shall not apply to speed bumps, speed limit signs, and the like.

8. Parking Ratios. Parcel A Owner, Parcel 47 Owner and Undeveloped Land Owner shall each provide sufficient parking on the Parcel A Easement Areas, the Parcel 47 Easement Areas, and the Undeveloped Land Easement Areas respectively, to serve any improvements constructed by any of them on Parcel A, Parcel 47, or the Undeveloped Lands. . As used in this Agreement, "sufficient parking" shall mean the minimum number of parking stalls required under applicable municipal zoning codes.

9. Covenants Run with Land. 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, Parcel 47 Owner and Undeveloped Land Owner and their respective successors and assigns as tenants under the Parcel A Lease, the Parcel 47 Lease and the Undeveloped Land Lease, respectively. The easements granted under Sections 1, 2 and 3 of this Agreement are easements appurtenant. The specific parties named as Parcel A Owner, Parcel 47 Owner and Undeveloped Land Owner in this Agreement, and each of their respective successors and assigns as tenants under the Parcel A Lease, Parcel 47 Lease and Undeveloped Land Lease, respectively, shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the party has transferred its interest in the Parcel A Lease, Parcel 47 Lease or Undeveloped Land Lease, respectively, except, however, for obligations that accrued during the period in which the party held a tenant's interest in the Parcel A Lease, the Parcel 47 Lease or the Undeveloped Land Lease.

10. Non-Use. Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

12. Entire Agreement. 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 and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

13. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

14. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

16. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

17. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever. Parcel 47 Owner,

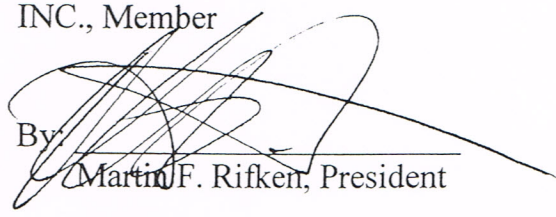
Parcel A Owner and Undeveloped Land Owner agree to cooperate with each other and to take such measures as may be necessary to prevent the dedication to the public of the Parcel 47 Easement Areas, the Parcel A Easement Areas or Undeveloped Land Easement Areas, whether by express grant, implication, or prescription. These measures may include, without limitation, the posting of "Private Parking Lot," "No Through Traffic," or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Agreement.

IN WITNESS WHEREOF, Parcel A Owner, Parcel 47 Owner, and Undeveloped Land Owner have executed this Agreement as of the date first above written.

CORBEN BUILDING A, LLC
("Parcel A Owner")

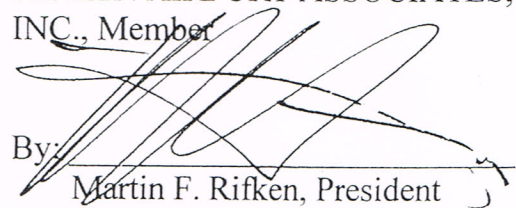
By: R&L AIRPORT ASSOCIATES, LLC,
Managing Member

By: RIFKEN AIRPORT ASSOCIATES,
INC., Member

By: 
Martin F. Rifken, President

CORBEN LAND DEVELOPMENT, LLC
("Undeveloped Land Owner")

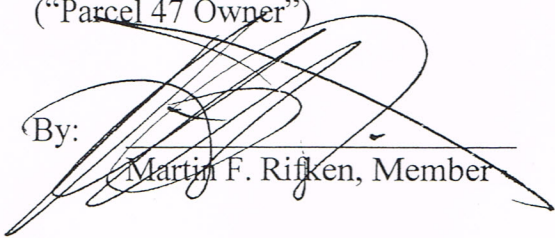
By: RIFKEN AIRPORT ASSOCIATES,
INC., Member

By: 
Martin F. Rifken, President

CORBEN BUILDING B, LLC
("Parcel 47 Owner")

By: _____

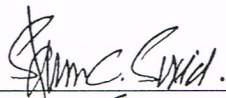
Martin F. Rifken, Member



ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 22ND day of NOVEMBER, 2002, Martin F. Rifken, the president of Rifken Airport Associates, Inc., which corporation is a member of R&L Airport Associates, LLC, the managing member of Corben Building A, LLC, who executed the above instrument and acknowledged the same.



Name: STEVEN C. SCHEID

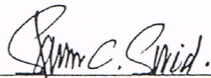
Notary Public, State of Wisconsin

My Commission: EXPIRES: JUNE 19, 2005

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 22ND day of NOVEMBER, 2002, Martin F. Rifken, a member of Corben Building B, LLC, who executed the above instrument and acknowledged the same.



Name: STEVEN C. SCHEID

Notary Public, State of Wisconsin

My Commission: EXPIRES: JUNE 19, 2005

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

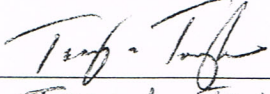
Personally came before me this 22nd day of NOVEMBER, 2002, Martin F. Rifken, the president of Rifken Airport Associates, Inc., which corporation is a member of Corben Land Development, LLC, who executed the above instrument and acknowledged the same.

Signature of Steven C. Scheid
Name: STEVEN C. SCHEID
Notary Public, State of Wisconsin
My Commission: EXPIRES: JUNE 19, 2005

CONSENT OF MORTGAGEE OF PARCEL A

The undersigned, being the holder of a mortgage against Parcel A, consents to the grant of the easement set forth above and agrees that its interest in said property shall be subject to the easement.


FIRST BUSINESS BANK

By: 
 Name: TERRY D. TAYLOR
 Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 COUNTY OF DANE)

Personally came before me this 3rd day of December, 2002,
Terry D. Taylor, the V.P. of First Business Bank, who
 executed the above instrument and acknowledged the same.


 Name: TARA H. DRESSLER
 Notary Public, State of Wisconsin
 My Commission: 8/8/04

CONSENT OF MORTGAGEE OF UNDEVELOPED LAND

The undersigned, being the holder of a mortgage against Undeveloped Land, consents to the grant of the easement set forth above and agrees that its interest in said property shall be subject to the easement.

CAPITOL BANK

By: Erling G. Jackson
 Name: Erling G. JACKSON
 Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
 COUNTY OF DANE)

Personally came before me this 27th day of November, 2002,
Erling G Jackson, the Vice President of Capitol Bank, who executed
 the above instrument and acknowledged the same.

Mary J Hinner
 Name: Mary J Hinner
 Notary Public, State of Wisconsin
 My Commission: 08/21/2005

This document was drafted by,
 and should be returned to:

Jesse S. Ishikawa
 Reinhart Boerner Van Deuren s.c.
 22 East Mifflin Street
 P.O. Box 2018
 Madison, WI 53701-2018
 (608) 229-2200

EXHIBIT A

PARCEL A

Leasehold estate created by indenture of lease entered into by and between Dane County, lessor, and Corben Land Development, LLC, lessee, dated August 25, 1999, evidenced by the Agreement Creating Leases, recorded on September 14, 1999, as Document No. 3155011; the lessee's interest having been assigned to Corben Building A, LLC, by Assignment of Lease A, dated August 25, 1999 and recorded September 14, 1999, as Document No. 3155012, demising Premises described below:

All of Lot Forty-three (43) and the South 14 feet of Forty-four (44), Second Addition to Truax Air Park West, in the City of Madison, Dane County, Wisconsin.

Tax Parcel Numbers: 251-0810-311-0301-3 Lot 43
 251-0810-311-0302-1 Lot 44

EXHIBIT B

PARCEL 47

Leasehold estate created by indenture of lease entered into by and between Dane County, lessor, and Corben Land Development, LLC, lessee, dated August 25, 1999, evidenced by the Agreement Creating Leases, recorded on September 14, 1999, as Document No. 3155011; the lessee's interest having been assigned to Corben Building B, LLC, by Assignment of Lease E, dated October 28, 2002 and recorded November 21, 2002, as Document No. 3595880, demising Premises described below:

All of Lot Forty-Seven (47), Second Addition to Truax Air Park West, in the City of Madison, Dane County, Wisconsin.

EXHIBIT C

UNDEVELOPED LAND

Leasehold estate created by indenture of lease entered into by and between Dane County, lessor(s), and Corben Land Development, LLC, lessee(s), dated August 25, 1999, evidenced by the Agreement Creating Leases, recorded on September 14, 1999, as Document No. 3155011, demising premises described below:

All of Lot Forty-Four (44), excepting the South 14 thereof, and Lots Forty-Five (45) and Forty-Six (46), Second Addition to Truax Air Park West, in the City of Madison, Dane County, Wisconsin.

SITE PLAN FOR LOT 47

