



An appraisal of the vacant site at 2302 International Lane (lot 2, CSM 928), Madison, Wisconsin.

Landmark Research, Inc.

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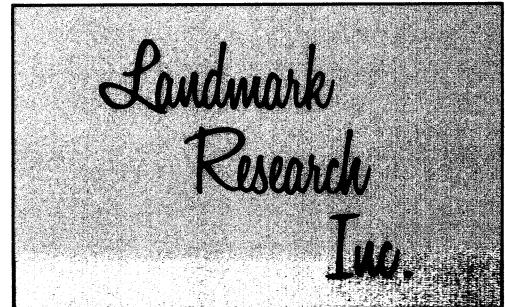
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AN APPRAISAL OF THE
VACANT SITE AT
2302 INTERNATIONAL LANE
(LOT 2, CSM 928)
MADISON, WISCONSIN

Taxf. Exhibit B.



Landmark Research, Inc.

AN
APPRAISAL
OF THE
VACANT SITE

AT

2302 INTERNATIONAL LANE
(LOT 2, CSM 928)
MADISON, WISCONSIN

FOR
ROBERT H. LINDSAY

BY
LANDMARK RESEARCH, INC.

Landmark
Research
Inc.

August 22, 1983

James A. Graaskamp, Ph.D., S.R.E.A., C.R.E.

Jean B. Davis, M.S.

Mr. Richard C. Glesner
Ross & Stevens, S.C.
First Wisconsin Plaza
One South Pinckney
Madison, WI 53703

Dear Mr. Glesner:

With this letter we are delivering to you the appraisal of the vacant site located at 2302 International Lane and identified as Lot 2 of Certified Survey Map Number 928 in Madison, Wisconsin. The purpose of the appraisal is to estimate the fair market value of the property as of January 1, 1983, to serve as a benchmark for the 1983 real property assessment.

The property consists of 2.5 acres of vacant land with 250 feet of frontage along International Lane and is located south of the heavily wooded area which has been the site for business office buildings. It is zoned M-1 for light manufacturing and business and professional office use.

The direct sales comparison or market approach to value is relied upon to estimate the fair market value of the subject property. The selection criteria for comparable sales and the adjustments made to relate the comparable sale prices to the subject property are detailed within the report.

Based upon the assumptions, limiting conditions, and property tax law as presented in the attached report, it is the opinion of the appraiser that the highest and most probable price in dollars and fair market value of the subject property, more precisely described herein, which might be obtained as of January 1, 1983, is \$1.00 per square foot or a rounded total of:

ONE HUNDRED TEN THOUSAND DOLLARS
(\$110,000)

Landmark Research, Inc.

Mr. Richard C. Glesner
Page Two
August 22, 1983

We are pleased to have been of service, and remain available to answer any specific questions you have regarding this report.

Sincerely yours,

Jean B. Davis

Jean B. Davis, MS
Appraiser

James A. Graaskamp

James A. Graaskamp, Ph.D., SREA, CRE
Reviewer

Enclosures

jc

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I. THE APPRAISAL ISSUE

The issue for which this appraisal will serve as a benchmark is the real property assessment, as of January 1, 1983, for the vacant site located at 2302 International Lane in Madison, Wisconsin, and described as Lot 2 of Certified Survey Map #928.

The proposed assessment for the subject property, assumed to be 100 percent of fair market value, as of January 1, 1983, is as follows:

<u>Parcel Number</u>	<u>Land</u>	<u>Improvements</u>	<u>Total</u>
0810-304-0091-5	\$205,000	0	\$205,000

This assessed value of \$1.87 per square foot is challenged for two reasons:

First, the assessment is significantly and inexplicably higher than that of a nearby vacant site which is of a similar size, is zoned M-1, and fronts on a primary arterial, Packers Avenue, and that of land on an improved, privately owned parcel located in the Truax Air Park West, as is the subject (see Exhibit 1). The only other privately owned site in Truax Air Park West was a recent sale, but as will be detailed in this appraisal, the transaction was not a fair market transaction and does not qualify as a comparable sale.

Secondly, the appraisal methodology is challenged because the majority of the comparables alleged by the assessor are

either not fair market transactions or are not adequately similar in terms of location or permitted uses. (See Exhibit 2.)

EXHIBIT 1

1983 ASSESSMENTS OF COMPARABLE PROPERTY



2801 Packers Avenue

This vacant site, zoned M-1 and owned by the Vogel Bros., contains 96,703 square feet, or 2.2 acres, and has 177 feet of frontage along Packers Avenue. The 1983 assessment for this property is \$41,100 or \$0.425 per square foot; this assessment remains unchanged from 1982.

EXHIBIT 1 (Continued)



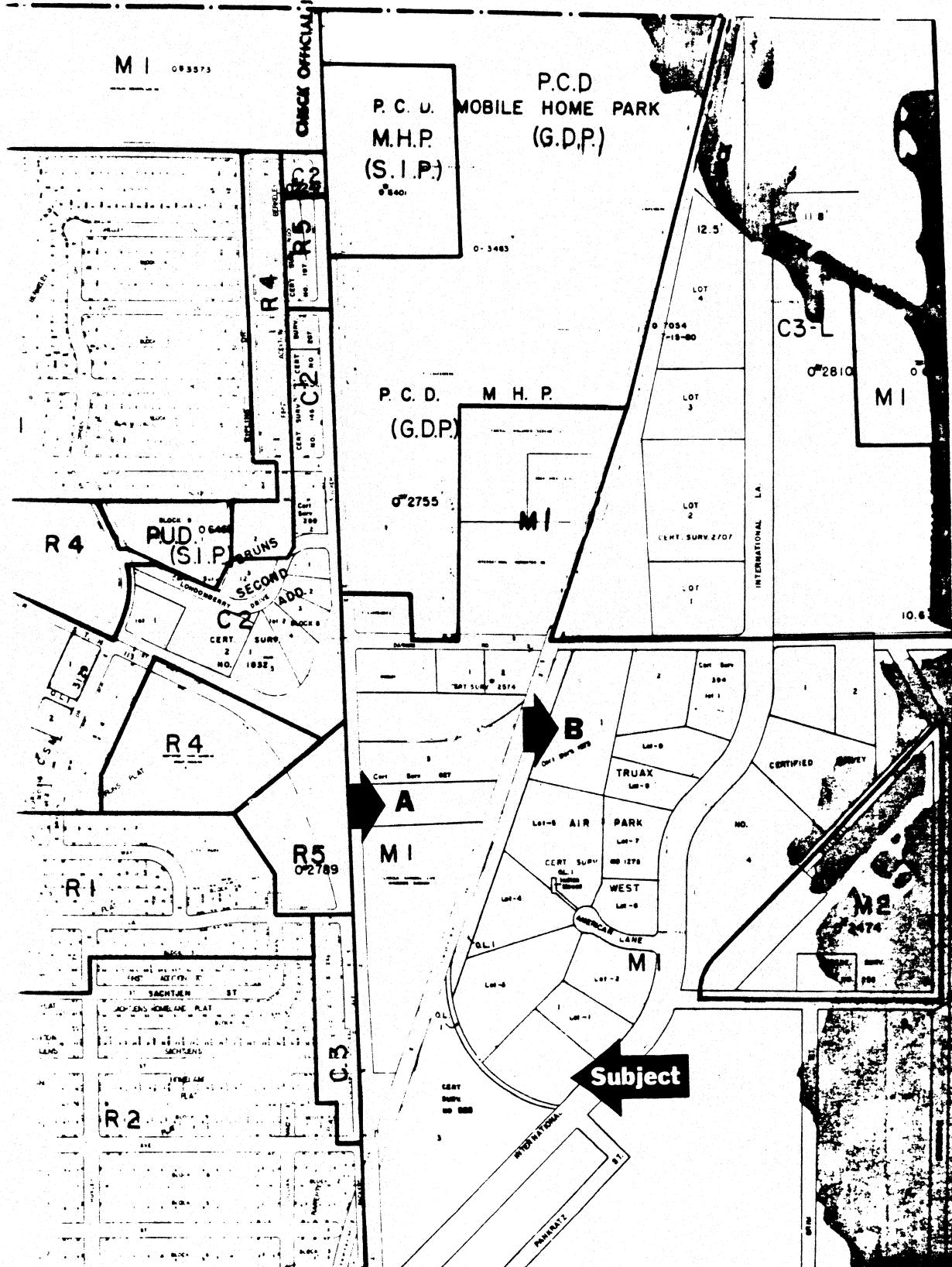
2421 Darwin Road

This privately owned property is located at 2421 Darwin Avenue and is within Truax Air Park West as is the subject property. The site contains 146,853 square feet, or 3.4 acres, and has 281 feet of frontage along Darwin Avenue, a collector street joining International Lane and Packers Avenue. The 1983 assessment for the land is \$68,600, or \$0.47 per square foot; the improvements are assessed for \$478,400 for a total 1983 property assessment of \$547,000. This assessment remains unchanged from 1982.

Other commercial properties along Darwin Road and Packers Avenue have land assessments which ranged from \$0.42 per square foot to \$0.49 per square foot.

LOCATION MAP

1983 ASSESSMENTS OF COMPARABLE PROPERTIES



A Vogel Bros. Vacant Site
2801 Packers Ave.

B Jensen Investment Co.
2421 Darwin Road

EXHIBIT 2

ANALYSIS OF SALES OF OFFICE SITES USED BY THE ASSESSOR
TO ESTIMATE FAIR MARKET VALUE OF SUBJECT

SALE NUMBER	ADDRESS	GRANTOR	GRANTEE	SALE DATE	SALE PRICE	ZONING	LAND AREA	SALE PRICE PER SF
1	3030 International Lane a.k.a. 2445 Darwin Lane, Lot 1, CSM #349	Owen Ayres and Associates, Inc.	Madsen Partners IV	6/2/82	\$150,000	M-1	63,491	\$2.36
ANALYSIS:	On 4/22/82, Madsen Partners IV signed a 99-year ground lease with Dane County for Lot 2, CSM 1275, directly east of and contiguous to the above referenced parcel. Both parcels were needed as the site for the Madsen Headquarters. Doug Madsen, President of Madsen, had moved to Maple Bluff in 1981. Earlier, Owen Ayres is reported to have made a written offer to sell the site to Madsen for approximately \$1.00 per square foot. Mr. Ayres moved to an administrative position with the State and the new Owen Ayres executive renegotiated the offering price to \$2.36 per square foot; Madsen was willing to pay the premium if Owen Ayres would lease approximately 5,000 square feet of space in Madsen's headquarters at a stated rate for a stated term. Thus, the sale price was engineered and was not a fair market transaction by definition.							
2	1410 Northport Drive	Mantei	Colby	5/5/78	\$ 99,500	C-1	79,866	\$1.25
ANALYSIS:	This older sale is for a site zoned C-1 which permits offices for professional persons, for insurance or real estate organizations, and for non-profit organizations. The C-1 zoning also allows limited residential use and is designed to accommodate the shopping needs of residents residing in adjacent residential districts. Dentists and an insurance agency occupy the office constructed on the site. M-1 zoning is not comparable with C-1 and the sale should not be used.							
3	2830 Dryden	Sherman Plaza	Gencheff, Todor & Garrett	4/30/79	\$ 44,000	C-2	22,065	\$2.00
ANALYSIS:	Although C-2 zoning permits offices for business and for professional purposes as does M-1, this sale of surplus retail lands by the developers of Sherman Plaza is also subject to private covenants that limit the permitted uses to those that do not compete with businesses presently or soon to be located in the shopping center.							
4	2902 Dryden	Sherman Plaza	Great Midwest Savings	10/1/79	\$110,000	C-2	34,700	\$3.16
ANALYSIS:	The analysis of Sale #3 also applies to this sale. Sale #3 is further restricted to no banking or financial uses to protect the buyer of Sale #4.							
5	24 North Orchard Drive	ICRR	University of Wisconsin-Regents	5/1/83	\$285,000	M-1	77,728	\$3.19

ANALYSIS: The location of this site near the University of Wisconsin on the west side of the Capitol Square is not comparable to an east side location on International Lane. The captive buyer in the process of an assemblage would not have considered the subject as an alternative site. It cannot be used as a comparable sale.

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EXHIBIT 2 (Continued)

SALE NUMBER	ADDRESS	GRANTOR	GRANTEE	SALE DATE	SALE PRICE	ZONING	LAND AREA	SALE PRICE PER SF
6	640-664 Grand Canyon Drive	Park Tower	Wick	4/15/83	\$298,900	C-3L	108,694	\$2.75
ANALYSIS:	Although the size and zoning of this site are similar to the subject, its location on the far west side removes it from the list of comparable sales for the subject. Developers of office buildings on the far west side do not view the east side, in general, as a viable alternative. Proximity to the homes of the site-selection executives is a strong factor in the choice of an office location.							
7	614 Atlas Avenue	Lyle A. Poole	Group Health Cooperative	6/16/83	\$125,000	M-1	80,613	\$1.55
ANALYSIS:	The east side location, the zoning, the site size, and its proximity to a major arterial make this site comparable to the subject. Adjustments must be made for its proximity to strip retail and the bus line. The seller took back a land contract with 16 percent down at 12 percent for seven years. If another \$15,000 is put down, the interest will decrease to 10 percent.							
8	1905 Aberg Avenue a.k.a. 1909 Aberg Avenue	Oscar Mayer	Wiganowsky	8/82	\$ 80,000	M-1	53,426	\$1.50
ANALYSIS:	Though smaller than the subject, this site is in close proximity to the subject and has the same zoning. Mini-warehouses have been constructed on the site which lies just north of and contiguous to the Oscar Mayer headquarters. A railraod track lies to the east of the site.							

II. DEFINITION OF FAIR MARKET VALUE

The definition of Fair Market Value is taken from the 1980 Wisconsin Property Assessment Manual, Volume I, page 7-2:

Full and Market Value

The basis for the assessor's valuation of real property is found in s.70.32, (1) Stats., "Real property shall be valued by the assessor in the manner specified in the Wisconsin property assessment manual under s. 73.03 (2a), Stats., from actual view or from the best information that the assessor can practicably obtain at the full value which could ordinarily be obtained therefor at private sale." Numerous Wisconsin court cases have held that full value is equivalent to market value.

In the book Real Estate Appraisal Terminology, market value is defined as: The highest price in terms of money which a property will bring in a competitive and open market under all conditions requisite to a fair sale. The buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus." Thus, the goal of the assessor is to estimate the full or market value of the real property.

There are certain conditions that are necessary for a sale to be considered a "market value" transaction. These are:

1. It must have been exposed to the open market for a period of time typical of the turnover time for the type of property involved.
2. It presumes that both buyer and seller are knowledgeable about the real estate market.
3. It presumes buyer and seller are knowledgeable about the uses, present and potential, of the property.

4. It requires a willing buyer and a willing seller, with neither party compelled to act.
5. Payment for the property is in cash, or typical of normal financing and payment arrangements prevalent in the market for the type of property involved.

Real Estate Appraisal Terminology also defines value as, "The present worth of future benefits arising out of ownership to typical users or investors." What the investor is actually buying is the future income of the property. The users are typically purchasing the right to use the real property for personal satisfaction, shelter, or other benefits in the future. It is these future or anticipated benefits that give value to the property.

III. SELECTION OF FAIR MARKET VALUE APPRAISAL METHODOLOGY

A. The Market Comparison Approach

As stated in the definition of value, the value of real estate for tax purposes is governed by Section 70.32 (1), Wisconsin Statutes, which provides in part as follows:

70.32 Real estate, how valued. (1) Real property shall be valued by the assessor in the manner specified in the Wisconsin property assessment manual provided under S. 73.03 (2a) from actual view or from the best information that the assessor can practicably obtain, at the full value which could ordinarily be obtained therefor at private sale.

The Wisconsin Supreme Court has interpreted this statute to mean "fair market value" which is the amount obtainable upon negotiations in the open market between willing, but not obligated, parties. State ex rel. Mitchell Aero v. Bd. of Review, 74 Wis. 2d 268, 277, 246 N.W. 2d 521 (1976) citing cases.

The Wisconsin Supreme Court has instructed that:

[t]he 'best information' is a sale of the property or if there has been no such sale, then sales of reasonably comparable property. In the absence of such sales, the assessor may consider all the factors collectively which have a bearing on the value of the property in order to determine its Fair Market Value...State ex rel. Enterprise Realty Co. v. Swiderski, 269 Wis. 642, 645, 70 N.W. 2d 34 (1955).

B. The Income and the Cost Approach

The Income Approach which provides an estimate of market value based on the income-producing capability of a property is not applicable for an idle vacant site.

The Cost Approach assumes an improvement on the site and, therefore, is not applicable.

C. Conclusion

The best measure of the value of vacant land is the comparison of the subject property with other vacant sites which have sold recently and which are comparable to the subject.

There have been numerous sales of M-1 zoned vacant sites located on the east side of Madison in the last two years and there have been a limited number of sales of C2-M1 zoned sites in a 1-1/2 mile radius of the subject property over the last four years. Thus, the market or direct sales comparison approach will be relied upon to estimate the fair market value of the subject property as of January 1, 1983.

IV. THE PROPERTY TO BE APPRAISED

A. Property Identification

The subject property is located at 2302 International Lane in Madison, Dane County, Wisconsin, (see Exhibit 3). It is legally described as Lot 2, Certified Survey Map Number 928, recorded in Volume 4 of Certified Surveys, page 166, City of Madison, Dane County, Wisconsin. The property is subject to a non-exclusive maintenance easement to use said spur track owned by Dane County and located in Outlot 1, Certified Survey Map (CSM) Number 928.

The subject property is further identified as Tax Parcel Number 0810-304-0091-5 in the City of Madison.

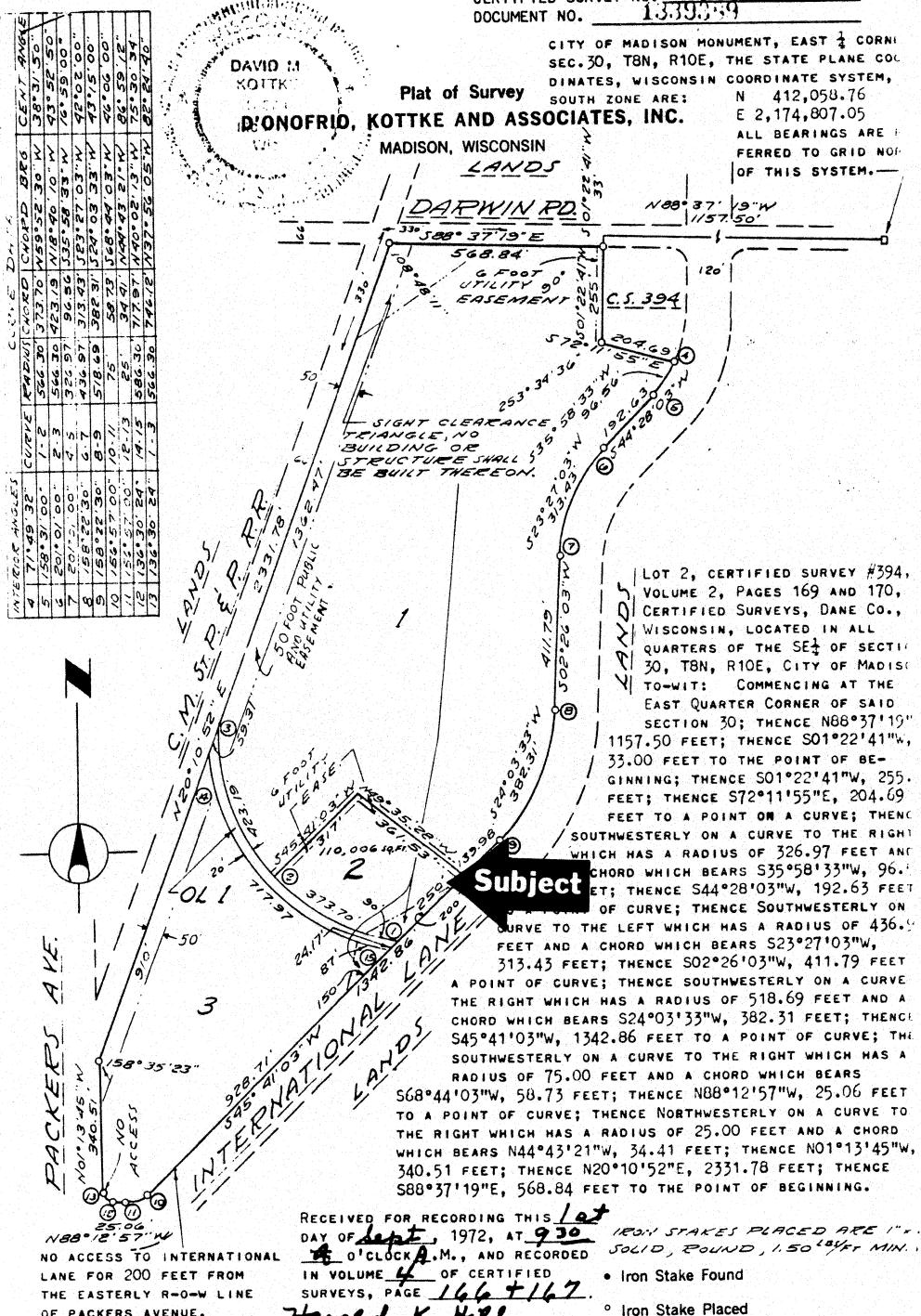
B. Property Description

(See Exhibit 4 for Photographs)

The subject is a slightly irregular rectangular lot with 109,493 square feet which includes frontage on International Lane of 250 feet and a depth of approximately 370 feet. The southwesterly edge of the site is bounded by Outlot 1 of (CSM) 928 which contains the rail spur that curves gently along the south side of the site. There is a triangular vision clearance easement at the southeastern edge where the railroad

EXHIBIT 3

LOCATION OF SUBJECT PROPERTY



SHEET 1 OF 2

Vol. 4 PAGE 166

EXHIBIT 4

PHOTOGRAPHS

SUBJECT SITE
2302 INTERNATIONAL LANE



Looking southwest from
International Lane--site is
at center left of photo



Looking north onto subject from
southeast corner--note rail spur
track in foreground



Lot 3, CSM #928
Large vacant site at the corner
of International Lane and Packers Avenue
for lease by Dane County.
Subject site is in background.



Typical improved office site north of
subject in wooded area of
Dane County leased land

spur track crosses International Lane (currently the road covers the track).

The subject lies south of the original platted area of Truax Air Park West (TAPW) with Lots 1 and 3 of that subdivision at its northern corner. Besides the rail spur, the only vehicular access would be from International Lane.

The vacant site rises sharply at the south with an almost vertical climb of 15 to 20 feet from the spur track to the site. The slope is less steep several feet northwest of International Lane. The overall topography of the site is level with a gentle slope to the east. The property is not in the flood plain and there does not appear to be any unusual drainage problems.

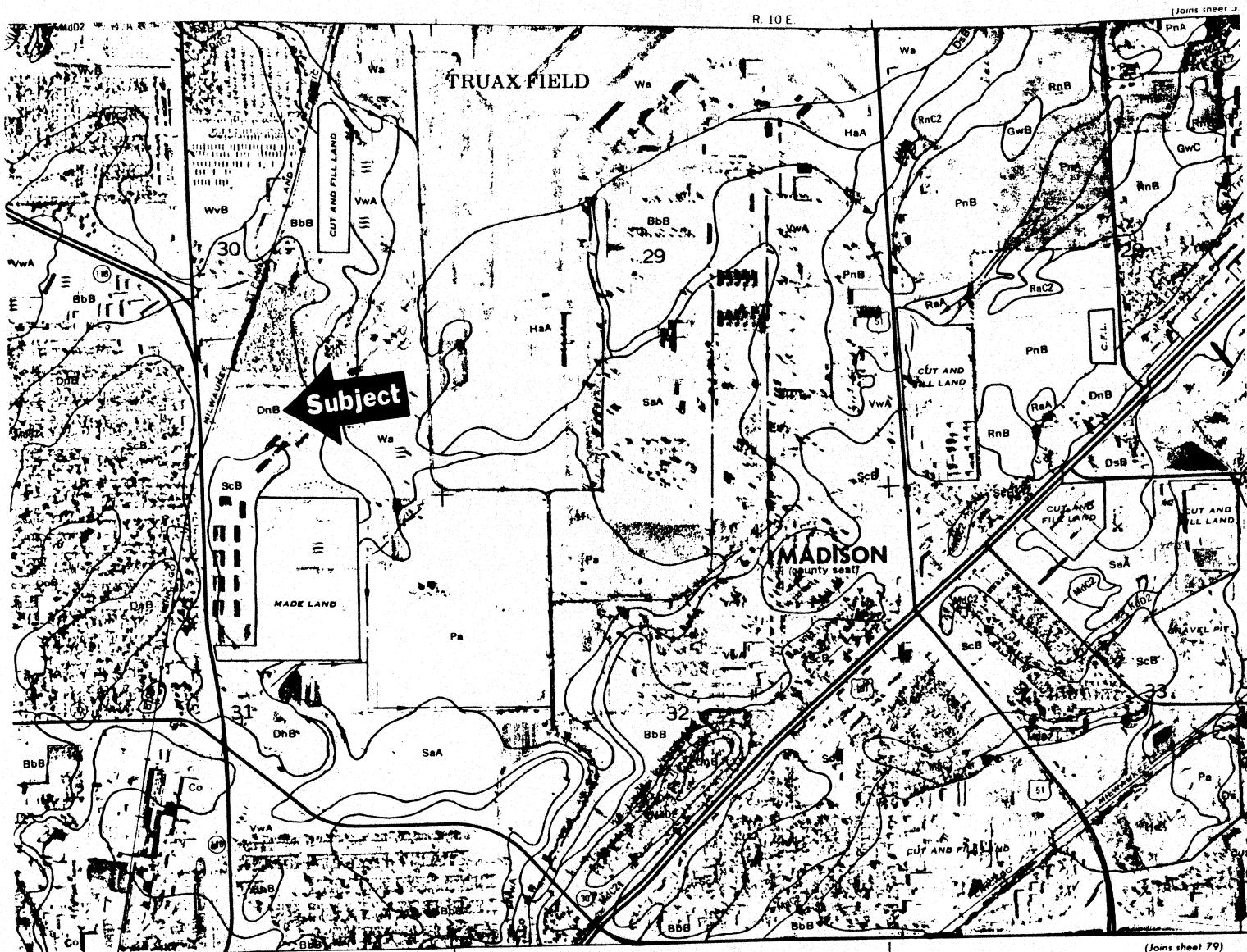
The existing vegetation on the site is predominantly grass with a few bushes and a couple of trees at the northwestern boundary. The wooded area on Lots 1 and 3 of TAPW subdivision form a screen to the north of the site, but these woods are not on the subject site.

According to the Dane County Soil Map, the soils are suitable for standard types of construction. (See Exhibit 5.)

Sewer, water, gas, electricity, and telephone are available to the site. Although International Lane has a 120 foot right-of-way, there is only one blacktopped lane in each direction. There is no curb and gutter or sidewalk. The 1981 traffic

EXHIBIT 5

SOIL MAP OF SUBJECT
NOTE VEGETATION NEAR SUBJECT SITE



count indicates that an average of 9,750 vehicles enter and leave International Lane in a 24-hour weekday just south of the site, but almost half of these leave International Lane to travel east and west on Pearson/Anderson Roads. An average of 27,300 vehicles pass the International Lane entrance along Packers Avenue.

The site is currently zoned M-1 but the Dane County authorities would assist an owner/lessee in the area to secure more suitable zoning for a desired use if, and only if, the change would be more restrictive. (See Exhibit 6.)

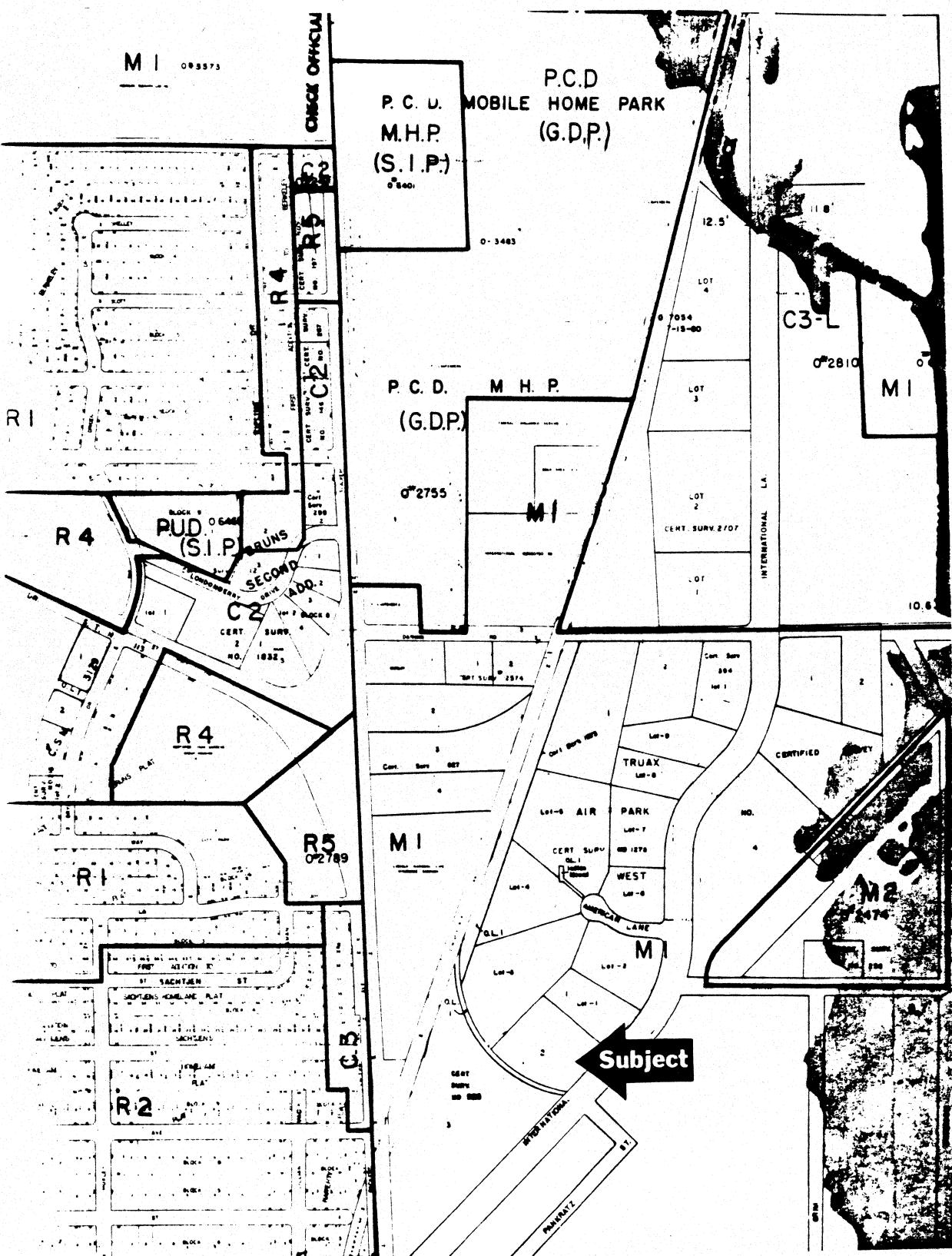
C. Legal Interest Appraised

The legal interest appraised is the fee simple interest subject to public and utility easements, an easement for a railroad spur track, and subject to the standard height limitations for the areas adjacent to the Dane County Regional Airport.

D. Neighborhood Description

The subject property is a part of TAPW and is located approximately four miles northeast of the Capitol Square and just west of the Dane County Regional Airport. The south and southeastern part of the Truax area was originally part of the Federal Air Base but was declared surplus and reverted back to the City of Madison. In 1974 the City transferred the lands to

EXHIBIT 6
ZONING MAP FOR SUBJECT



Dane County for development as an industrial park. Northeast of the property is the Regional Airport with the terminal building west of the runways. (See Exhibit 7.)

Older one-story wood frame barracks and warehouses which do not comply with the architectural controls now governing TAPW development are located immediately south and southeast of the subject.

About one-half mile to the northwest of the subject, but obscured by trees and buildings, is the Sherman Plaza Shopping Center along Northport Drive. The area surrounding the Center is residential with a predominance of multifamily dwellings. Retail and commercial businesses are found along Packers Avenue to the west of the subject.

E. Most Probable Use

The area along International Lane has become known as an office park due to the recent development of five office buildings in the wooded area north of the subject property. Developers and tenants of the offices along International Lane locate there for several reasons:

1. Proximity to owners/executive's homes in east side areas such as Maple Bluff, Sun Prairie, Cherokee Park, and De Forest.
2. The enterprise serves a wide area and personnel travel a lot.

EXHIBIT 7

TRUAX AIR PARK WEST AND EAST

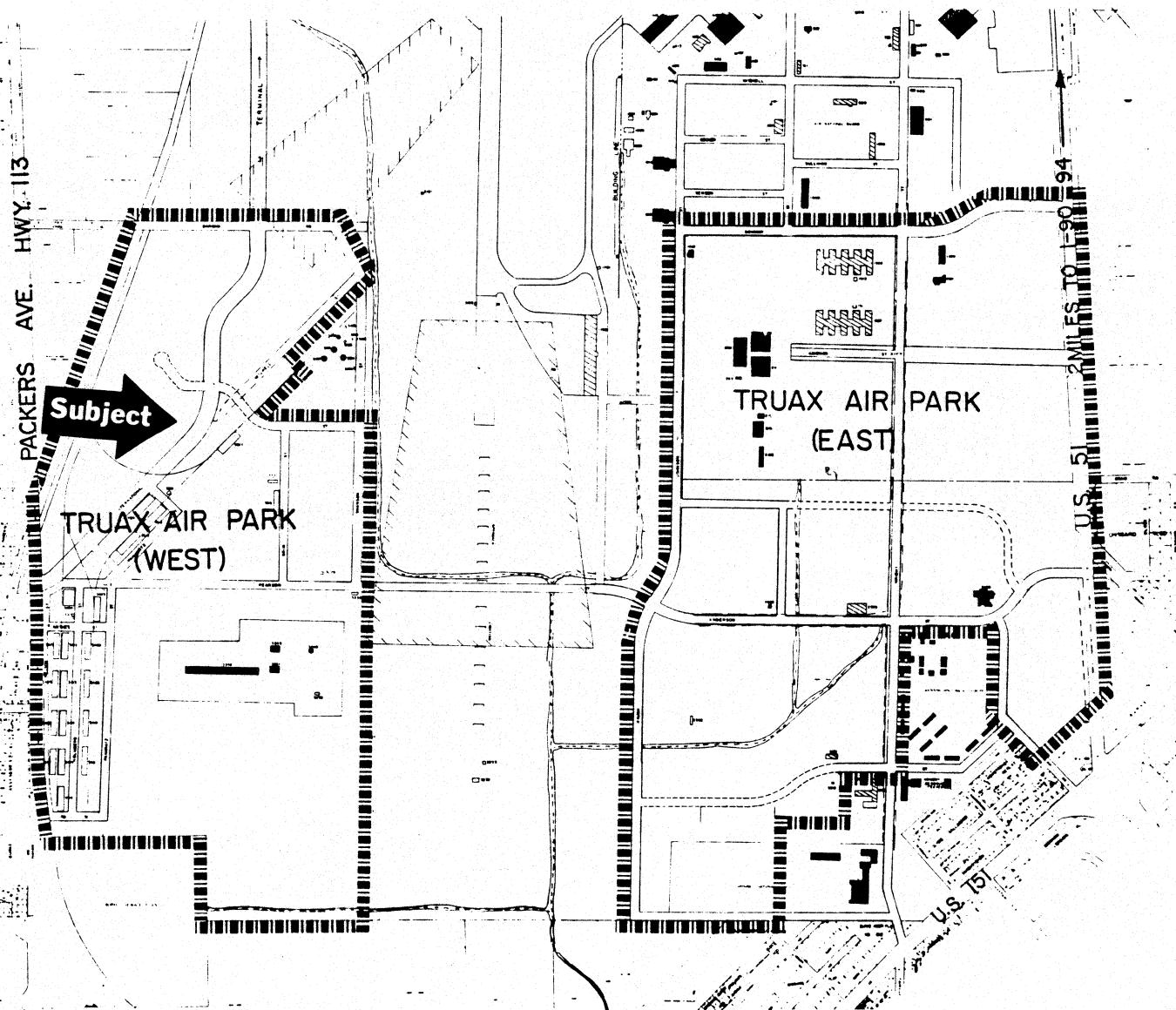
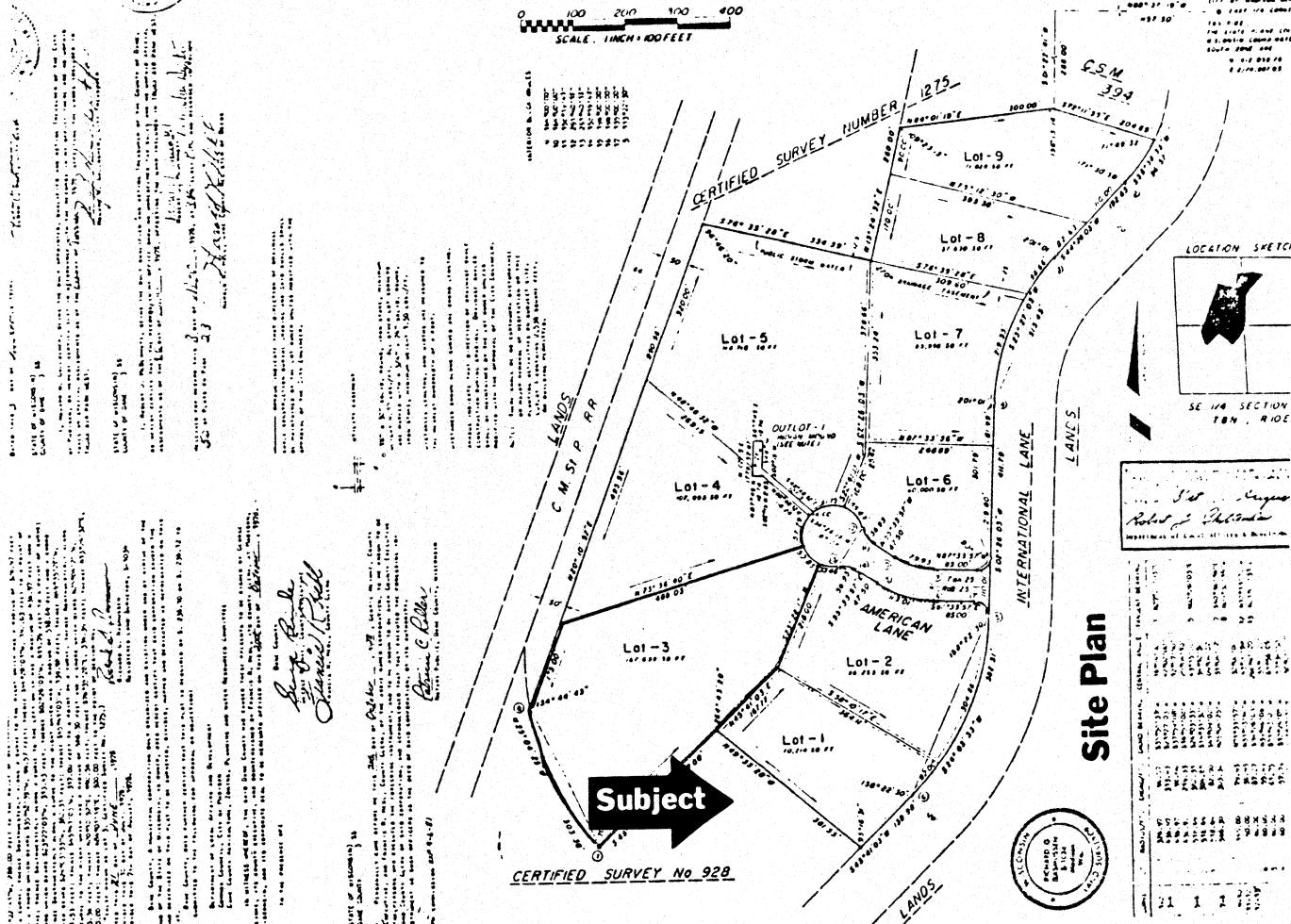


EXHIBIT 7 (Continued)

ORIGINAL PLATS OF
TRUAX AIR PARK WEST

TRUAX AIR PARK WEST

LOT # 4 CSM 1275, LOCATED IN THE SE 1/4 OF SECTION 30, T8N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN



3. Major west side businesses desire to open an east side branch.

4. Currently this area offers the best office space on the east side of Madison, according to an occupant of newer office space in TAPW.

The M-1 zoning for TAPW permits not only offices for business and professional use, but also a wide variety of light manufacturing uses.

Dane County sites in TAPW east of International Lane and near the subject are currently valued at approximately \$0.75 to \$0.80 per square foot based upon their estimated fair market value as determined by independent fee appraisers. Sites along the eastern side of International Lane in the wooded areas north of Shaw Street are valued at approximately \$0.75 to \$1.25 per square foot. Because light manufacturing uses can locate on large suitable sites in other east side industrial parks at a lower cost, the most probable use of the subject site is for office or office/warehouse.

V. MARKET COMPARISON APPROACH

The Market Approach is based upon the principle of substitution; that is, an informed buyer should pay no more and an informed seller should accept no less than the price paid for a property of similar utility, given a transaction that fits the criteria used in the definition of fair market value.

A. Selection Criteria for Comparable Sales

The following criteria was used for the selection of comparables from the array of land sales that have occurred in the Madison area in the last five years:

1. The comparable site must be zoned C-2, C-3, C-3L, M-1, or M-2, all of which permits office buildings for the full range of business and professional uses. Sites zoned C-1, PUD, and C-4 were not considered because of their limits on office use and their strong emphasis on retail uses proximate to residential areas. However, C-3L, M-1, and M-2 zoning are only permitted some distance from residential areas to protect residents from the potential adverse influences inherent in light manufacturing and storage uses. Sites subject to private covenants which limit uses otherwise allowed by the zoning are not considered comparable; for example, two sites zoned C-2 and sold by the developers of Sherman Plaza Shopping Center are

subject to covenants designed to prevent uses which would compete with existing or contemplated uses established in and near the Center. These sales represent a sale of surplus retail lands subject to private covenants and are not comparable to the subject.

2. The sale must conform to the definition of a fair market transaction. The sale cannot be between relatives, a part of an assemblage by a captive buyer, a gift or purchase in anticipation of a gift, the settlement of an unrelated obligation, or the land value used for a Section 8 housing development which may be a residual value established during the feasibility process.

3. The soils must be satisfactory for building; all potential high water level and flood areas in need of fill were eliminated.

4. The property must be located on the east side of Madison and within the City of Madison. Market research for office space in Madison has revealed that developers and tenants do not view the east side as an alternative to a west side location. (See Appendix for success criteria for major office buildings.)

B. Selection of Comparable Land Sales

Because of the wide variety of uses permitted in M-1 zones, sales of office sites, office warehouse sites, and light

manufacturing sites were considered in valuing the subject property, although to date, only business offices and office/warehouses have been, or are planned to be, constructed on Dane County leased land in Truax Air Park West near the subject. All of the new business offices have been built on the wooded sites; as previously noted, the subject is located outside of the wooded area of Truax Air Park West, and none of the comparables are heavily wooded.

Exhibit 8 lists the sales of vacant sites used as comparables. A map showing the locations of the comparable sales is also in Exhibit 8. Since there were numerous sales of M-1 zoned sites in several industrial parks on Madison's east side, only those sold in 1982 were used, although there appears to be little change in these land values over the past three or four years. Other property attributes appeared to have greater influence over price. The choice of land sales within 1.5 miles of the subject were less numerous, so sales dating from 1979 through the first half of 1983 were used as comparables. A time adjustment was made for the 2/79 sale which occurred prior to rapidly rising interest rates and the dramatic slowing of new construction.

Comparable Sale 1, sold by Oscar Mayer, was purchased as a site for miniwarehouses. The rail track serving Oscar Mayer passes to the east of the property. The site is two blocks

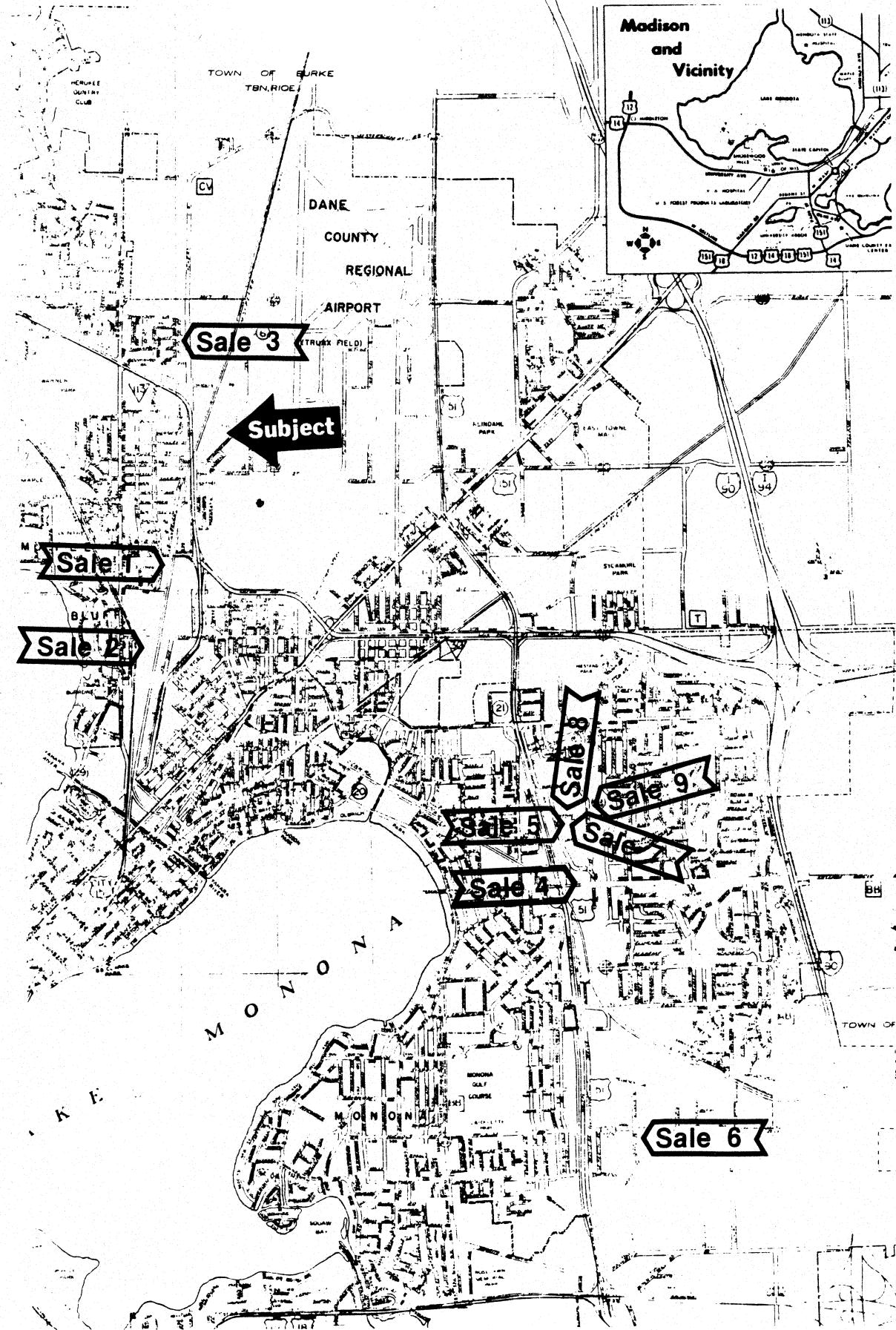
EXHIBIT 8

COMPARABLE SALES OF COMMERCIAL AND INDUSTRIAL VACANT SITES

COMPARABLE SALE #	LOCATION	GRANTOR	GRANTEE	SALE DATE	SALE PRICE	ZONING	FRONTAGE	LAND AREA (SF)	SALE PRICE PER SF
1	1905 Aberg Avenue a.k.a. 1909 Aberg Avenue	Oscar Mayer	David Weganowsky	8/82	\$ 80,000	M-1	Approx. 275	53,426	\$1.50
2	1801 Commercial Avenue	Chicago Northwestern Railroad	Magel, Inc.	10/80	181,500	M-1	Approx. 320	175,547	\$1.03
3	3520 Packers Avenue a.k.a. 2010 Scott Lane	Phillips Petroleum	Vernon Heisig	2/79	30,000	C-2	139	21,747	\$1.38
4	814 Atlas Avenue	Poole	Group Health Cooperative	6/83	125,000	M-1	229	80,613	\$1.55
5	Lot 1, Blk. 7, 1st Add., Madison Industrial Sub. #1, Neptune Court	Watson Property Enterprise	John Pulvermacher	9/82	70,000	M-1	215	73,109	\$0.96
6	2447 Advance a.k.a. 4701 Pflaum Road	Glendale Development	Fred O. Miller	9/82	60,000	M-1	N/A	45,472	\$1.32
7	Lot 6, Blk. 3, 1st Add., Madison Industrial Sub. #1, Tasman Street	Watson Property Enterprise	Coffman, Gratton E.	9/82	20,900	M-1	145	22,997	\$0.91
8	Lot 2, Blk. 6, 1st Add., Madison Industrial Sub. #1, Tasman Street	Watson Property Enterprise	J.C. and Jeanne DeBruyn	2/82	32,000	M-1	135	24,975	\$1.28
9	4484 Robertson Road, Lots 22 & 23, Blk.2, 1st Add., Madison Industrial Sub. #1	Watson Property Enterprise	Frito-Lay	1/82	98,600	M-1	290	98,600	\$1.00

* Madison Ind. Park - zoned M-1
See P. 56 for covenants

LOCATION OF COMPARABLE SALES



from the intersection of Aberg Avenue and Packers Avenue, two blocks from a neighborhood shopping center, and is across the street from a residential area. The bus line is two blocks away on Packers Avenue.

Comparable Sale 2 was purchased from the Chicago Northwestern Railroad by a holding company of Madison Gas and Electric Company. The site remains vacant; rail runs parallel to the site and it is served by the bus line. Hartmeyer Ice Arena is across the street and other office/warehouse businesses are nearby. The site is about 1-1/4 miles from the subject.

Comparable Sale 3 was sold in 1979 by Phillip's Petroleum Company when it was no longer needed as a service station site after the Arab oil embargo. The still vacant site was sold again in 1980 to Francis McGettigan for \$49,000 who immediately transferred it for \$50,000 to Gerald Beckman to settle a debt. Gerald Beckman, in turn, gifted the site to the Inter-Varsity Christian Fellowship for \$50,000. The price of the 1980 transactions are suspect and appear to be engineered and do not meet the criteria of fair market value. Therefore, only the 1979 sale is considered valid for valuation purposes. The site is about one mile from the subject and is located directly across from a mobile trailer park. A small retail shopping

strip is adjacent to the site. A 12 percent adjustment is made for time to reflect rapid inflation in 1979-80 before high interest rates slowed construction and consequently, the sale of vacant sites.

Comparable Sale 4 was purchased by the Group Health Cooperative. The site fronts on Atlas Avenue and backs onto Cottage Grove Road, but lacks access to this major arterial. All utilities are available and curb and gutters have been installed. Five large trees are located on the site which is situated between two restaurants. A U-Haul agency and the A. & E. Equipment Company are located across the street. The site is approximately seven miles from the subject.

Comparable Sales 5, 7, 8, and 9 are all located in the First Addition to Madison Industrial Subdivision #1, which is just north of Cottage Grove Road and east of Atlas Avenue. All utilities and streets with curb and gutter are installed. The topography is gently rolling with grass and brush and some trees. Trees have been planted along the road. One story office warehouses have been constructed on the sold sites. The smaller corner lots have commanded the highest prices. Of the nine lots sold since February 1979, prices have ranged from \$0.90 per square foot to \$1.28 per square foot. All are zoned M-1 and are

approximately seven miles from the subject site and 1/4 mile from Highway 51.

Comparable Sale 6, located on the corner of Pflaum Road and Advance Road, has been used for an office/warehouse for the Harvest Day Wholesalers. Similar one story steel buildings have been built on the other three corners of the intersection. All of the platted sites have the full complement of utilities available with curb and gutter installed. These improved properties in the East Addition of Glendale Industrial Park have been well maintained. This site is approximately 9 miles from the subject and 1/4 mile from Highway 51.

C. Adjustments for Differences to Relate the Comparables to the Subject Property

To estimate the fair market value of the subject property, based upon the sale prices of the comparables, adjustments are made to account for the differences in the price sensitive attributes of the comparables and the subject property. The comparable properties and the subject property are scored according to the scale detailed in Exhibit 9.

The subject site, which contains 2.5 acres, receives a score of 3 because it is an average sized lot. Since it does not command a more highly visible corner location, a score of 1 is given.

EXHIBIT 9

SCALE FOR SCORING COMPARABLE SALES
BASED UPON PRICE SENSITIVE ATTRIBUTES

PHYSICAL ATTRIBUTES = 35%

Size
20%
5 = Less than 1 acre
3 = 1 to 4 acres
1 = Greater than 4 acres

Corner Location
15%
5 = Yes
3 = Next to corner on a major road
1 = No

LINKAGES = 50%

Proximity to Major
Retail Area
20%
5 = Near a shopping center
3 = Near strip retail area
1 = No retail uses in sight

Access to Major
Highways
15%
5 = On a major boulevard or highway
3 = On a traffic collector
1 = On a side street

Availability of
Madison Metro
5%
5 = On a bus line
3 = Within 2-3 blocks of bus line
1 = None

Availability of
Utilities
10%
5 = Water, sewer, gas, curb,
and gutter
3 = Water, sewer, gas
1 = None

EXHIBIT 9 (Continued)

DYNAMIC ATTRIBUTES = 15%

Positive Public Recognition of Street/Location 5%	5 = High visibility or recognition of location 3 = Average 1 = Relatively unknown
Perceived Adverse Influences 5%	5 = None 3 = Noise/Odor/Visual Problems 1 = Physically threatening
Immediate View from Property Frontage 5%	5 = Well-landscaped office, shops, and residential 3 = Office/warehouses well-screened and partially landscaped 1 = Assortment of office/warehouse uses with inadequate screening and/or poorly maintained or vacant

Linkages are extremely sensitive to price. Sites located in major retail areas command higher prices than do warehouses and light manufacturing sites. No retail uses are in sight of the subject so a score of 1 is given. International Lane, a traffic collector, feeds into Packers Avenue, a major arterial, so the subject receives a score of 3. A bus line on Packers Avenue is within two to three blocks of the subject to yield a score of 3. Electricity, telephone, and natural gas lines are available in the general area, but there are no curbs, gutters, or sidewalks. A score of 3 is given the subject for the availability of utilities.

Dynamic attributes, (the public's perceptions of the property's attributes) contribute to value. Since International Lane is a well-known location with positive public recognition, the subject is given a score of 5. Since the noise from planes landing and taking off could be disruptive, the subject receives a 3. The view from the subject is marred by old barracks converted to offices and warehouse buildings that would no longer meet the more stringent architectural controls now in existence in Truax Air Park West, so the subject receives a score of 1.

Each comparable is scored in a similar manner; the weighted point score matrix which details the calculation of a total point score for both the comparable and the subject is found in Exhibit 10.

The price per square foot for each comparable is divided by its point score and the results are also found in Exhibit 10.

The mean point score per square foot is applied to the point score of the subject to indicate a central tendency value of \$111,000, or \$1.01 per square foot. These calculations are detailed in Exhibit 11.

The range of estimates yields a high of \$123,500, or \$1.13 per square foot and a low of \$98,000, or \$0.90 per square foot.

As a check on the appropriateness of the appraiser's selection and weighing of price sensitive factors, the point scores calculated for each comparable is multiplied by the mean price per square foot per point score to predict or estimate the actual selling price of each comparable. The results are as follows:

COMPARABLE NUMBER	WEIGHTED POINT SCORE	ESTIMATED PRICE/SF	ACTUAL PRICE/SF	RESIDUAL ERROR
1	3.30	1.45	1.50	-.05
2	2.20	0.96	1.03	-.07
3	3.80	1.67	1.55 (adj.)	+.12
4	3.40	1.50	1.55	-.05
5	2.10	0.92	0.96	-.04
6	3.20	1.41	1.32	+.09
7	2.50	1.10	0.91	+.19
8	2.50	1.10	1.28	-.18
9	2.10	0.92	1.00	+.08
NET RESIDUAL ERRORS				+.09

EXHIBIT 10

WEIGHTED POINT SCORE MATRIX FOR COMPARABLE SALES
BASED UPON PRICE SENSITIVE ATTRIBUTES

ATTRIBUTE	WEIGHT	#1 1905 ABERG AVENUE	#2 1801 COMMERCIAL AVENUE
<u>Physical Attributes</u>			[1]
Size of Site	20%	3/ .60	1/ .20
Corner Location	15%	1/ .15	1/ .15
<u>Linkages</u>			
Proximity to Retail	20%	3/ .60	1/ .20
Access to Major Roads	15%	5/ .75	3/ .45
Availability of City Bus	5%	3/ .25	5/ .25
Availability of Utilities	10%	5/ .50	5/ .50
<u>Dynamic Attributes</u>			
Public Recognition	5%	5/ .25	3/ .15
Perceived Adverse Factors	5%	3/ .15	5/ .25
View from Site	<u>5%</u> 100%	<u>1/ .05</u>	<u>1/ .05</u>
TOTAL POINT SCORE		3.30	2.20
Sale Price		\$80,000	\$181,150
Date of Sale		8/82	10/80
Land Area (SF)		53,426 (1.23 A)	175,547 (4.03 A)
Price per Square Foot		\$1.50	\$1.03
Total Point Score		3.30	2.20
Price per SF/Point Score		\$0.45	\$0.47

[1] Explanation of weighted score: point score/score x weight

EXHIBIT 10 (Continued)

ATTRIBUTE	WEIGHT	#3 3520 PACKERS AVENUE	#4 814 ATLAS AVENUE (Backs on to Cottage Grove Rd.)	#5 LOT 1, BLK. 7, MADISON INDUSTRIAL SUB., #1	#6 2447 ADVANCE (a.k.a. 4701 Pflaum Road)	#7 LOT 6, BLK. 3, MADISON INDUSTRIAL SUB., #1
<u>Physical Attributes</u>						
Size of Site	20%	5/1.00	3/ .60	3/ .60	3/ .60	5/1.00
Corner Location	15%	5/ .75	1/ .15	1/ .15	5/ .75	1/ .15
<u>Linkages</u>						
Proximity to Retail	20%	3/ .60	3/ .60	1/ .20	1/ .20	1/ .20
Access to Major Roads	15%	3/ .45	5/ .75	1/ .15	3/ .45	1/ .15
Availability of City Bus	5%	5/ .25	5/ .25	1/ .05	1/ .05	1/ .05
Availability of Utilities	10%	5/ .50	5/ .50	5/ .50	5/ .50	5/ .50
<u>Dynamic Attributes</u>						
Public Recognition	5%	1/ .05	3/ .15	1/ .05	5/ .25	1/ .05
Perceived Adverse Factors	5%	3/ .15	5/ .25	5/ .25	5/ .25	5/ .25
View from Site	5%	<u>1/ .05</u>	<u>3/ .15</u>	<u>3/ .15</u>	<u>3/ .15</u>	<u>3/ .15</u>
TOTAL POINT SCORE	100%	3.80	3.40	2.10	3.20	2.50
Sale Price		\$30,000	\$125,000	\$70,000	\$60,000	\$20,900
Date of Sale		2/79	6/83	9/82	9/82	9/82
Land Area (SF)		21,747 (0.50)	80,613 (1.85 A)	73,109 (1.68 A)	45,472 (1.04 A)	22,997 (0.53 A)
Price per Square Foot		\$1.55 [2]	\$1.55	\$0.96	\$1.32	\$0.91
Total Point Score		3.80	3.40	2.10	3.20	2.50
Price per SF/Point Score		\$0.41	\$0.46	\$0.46	\$0.41	\$0.36

[1] Explanation of weighted score: point score/score x weight

[2] This older sale is adjusted upward 12 percent for time. (1.12 x \$1.38 = \$1.55)

F. J. L. *Frank J. L.*

EXHIBIT 10 (Continued)

ATTRIBUTE	WEIGHT	#8 LOT 2, BLK. 6. MADISON INDUSTRIAL SUB., #1	#9 4484 ROBERTSON ROAD MADISON IND. SUB., #1	SUBJECT LOT 2, CSM 928
<u>Physical Attributes</u>		[1]		
Size of Site	20%	5/1.00	3/ .60	3/ .60
Corner Location	15%	1/ .15	1/ .15	1/ .15
<u>Linkages</u>				
Proximity to Retail	20%	1/ .20	1/ .20	1/ .20
Access to Major Roads	15%	1/ .15	1/ .15	3/ .45
Availability of City Bus	5%	1/ .05	1/ .05	3/ .15
Availability of Utilities	10%	5/ .50	5/ .50	3/ .30
<u>Dynamic Attributes</u>				
Public Recognition	5%	1/ .05	1/ .05	5/ .25
Perceived Adverse Factors	5%	5/ .25	5/ .25	3/ .15
View from Site	5% 100%	3/ .15	3/ .15	1/ .05
TOTAL POINT SCORE		2.50	2.10	2.30
Sale Price		\$32,000	\$98,600	N/A
Date of Sale		2/82	1/82	N/A
Land Area (SF)		24,975 (0.57)	98,600 (2.26 A)	109,493 (2.51 A)
Price per Square Foot		\$1.28	\$1.00	N/A
Total Point Score		2.50	2.10	2.30
Price per SF/Point Score		\$0.51	\$0.48	N/A

[1] Explanation of weighted score: point score/score x weight

EXHIBIT 11

CALCULATION OF MOST PROBABLE PRICE USING
MEAN PRICE PER POINT EQUATION METHOD

Comparable Property	Adjusted Selling Price per SF	Weighted Point Score	Price per SF Weighted Point Score
1	\$1.50	3.30	\$0.45
2	1.03	2.20	0.47
3	1.55	3.80	0.41
4	1.55	3.40	0.46
5	0.96	2.10	0.46
6	1.32	3.20	0.41
7	0.91	2.50	0.36
8	1.28	2.50	0.51
9	1.00	2.10	<u>0.48</u>
		TOTAL	\$4.01

$$\text{Central Tendency [1]} = \frac{\sum x}{n} = \frac{4.01}{9} = .44$$

$$\text{Dispersion} = \sqrt{\frac{\sum (x-\bar{x})^2}{(n-1)}} = \sqrt{\frac{.0168}{8}} = .05$$

[1] x = Sum of Price per SF
Weighted Point Score

n = Number of Observations

\bar{x} = Average Price per SF
Weighted Point Score

EXHIBIT 11 (Continued)

where:

<u>x</u>	<u>\bar{x}</u>	$\frac{1}{n}(x-\bar{x})^2$	$(x-\bar{x})^2$	<u>n</u>	<u>n-1</u>
.42	.44	.02	.0004	9	8
.47	.44	.03	.0009		
.41	.44	.03	.0009		
.46	.44	.02	.0004		
.46	.44	.02	.0004		
.41	.44	.03	.0009		
.36	.44	.08	.0064		
.51	.44	.07	.0049		
.48	.44	.04	.0016		

$$\sum (x - \bar{x})^2 = .0168$$

Value range for subject property:

$$\bar{x} \pm \text{dispersion} = \$0.44 \pm .05$$

Square
 Footage of x Weighted x (Central Tendency \pm Dispersion) =
 Subject Point Score

$$109,493 \times 2.30 \times (\$0.44 \pm .05) =$$

High Estimate of \$123,500 or \$1.13 per square foot

Central Tendency of \$111,000 or \$1.01 per square foot

Low Estimate of \$98,000 or \$0.90 per square foot

There appears to be a tight fit between the estimated and the actual price; so it can be concluded that the selection and weighting of the price sensitive factors successfully reflected buyer behavior.

The market comparable approach is sensitive to the appraiser's ability to predict buyer perceptions in a changing market. The weighted point scores are an attempt to capture these perceptions. Consequently, this calculated value is only the initial step in determining the final price estimate. This initial transaction zone must be adjusted in light of certain external factors such as the buyer's alternative option to lease surrounding land from Dane County instead of buying in fee which, in turn, will be affected by the current cost of financing land purchases, the income tax consequences of buy vs. lease decision, and the effect of the Consumer Price Index (CPI) escalator upon rental rates for leased land. Other external factors include the effect of the Truax Air Park covenants upon the quality of future development in the area, and the future expansion of the Dane County Regional Airport.

D. The Effect of Dane County Leased Lands Upon the Fair Market Value of the Subject

Dane County purchased the Truax Airport and surrounding lands from the City of Madison in 1974. A map of the area is shown previously in Exhibit 7. Dane County has platted 160

acres of the 300 acre Truax Air Park West (TAPW), and is in the process of platting 140 more acres within the Park to be known as the First Addition to Truax Air Park West. (See Exhibit 7.)

A Declaration of Covenants, Restrictions, and Conditions of Truax Air Park West was made by the City of Madison in 1971; these were amended in 1974 and superseded by Dane County's Declaration of Covenants, Conditions, and Restrictions in 1980. A Development Review Committee (DRC) was established to review and approve all improvements to sites located in TAPW. The main purpose of the controls is to maintain quality in the industrial park. Screening, side yard requirements, exterior building material controls, and landscaping are some of the factors to be controlled. All fee properties within TAPW are subject to the 1980 Declarations. (See Appendix for Covenants.)

Dane County is in the business of developing a high quality industrial park via long term leases. The fair market value of the leaseable lands is determined by fee appraisers; appraisals and reappraisals are done on select sites every three years or every third lease, whichever comes first. The rent is currently based upon 9-1/2 percent of the estimated fair market value of the site. Although the land is not subject to the real property tax, the improvements are assessed and taxed as personality. The rents are subject to the CPI and are adjusted annually. The lease terms permit the lessee to subordinate

the land lease to the mortgage needed to finance the improvements.

There are several advantages to the long term lease:

1. Lease rents are currently very favorable (see Exhibit 12).
2. A lessee can put all of his capital into the depreciable improvements and expense the land rent for increased tax benefits.
3. As long as market interest rates exceed the 9-1/2 percent of fair market value used to determine land rent, it is more favorable to rent.
4. The ability to subordinate the land lease to the mortgage for the improvements removes a major obstacle in a long term land lease situation.
5. The leases are so written to imply that a 99 year lease can be renewed.

The major drawback to leasing is that the CPI annual escalator could increase rents above market rates. If this should happen, this inequity might have to be resolved in court. Owning the land eliminates this uncertainty and allows the property owner to benefit from any appreciation which might occur due to the successful development of TAPW.

A potential buyer of the subject property would be influenced by the rents and therefore, the fair market values

EXHIBIT 12

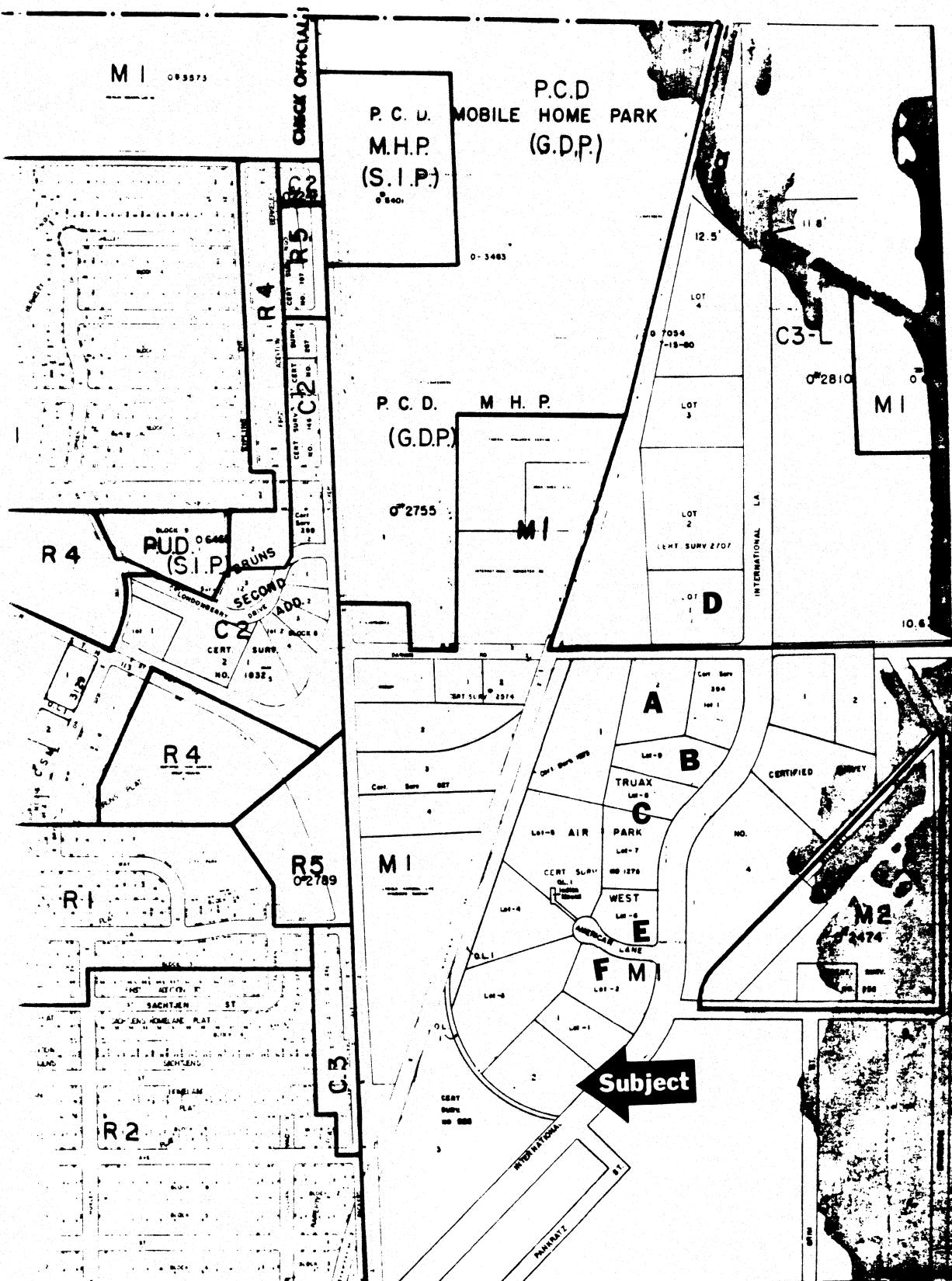
TRUAX AIR PARK WEST GROUND LEASES

LESSEE/ADDRESS OF LESSEE	LEGAL DESCRIPTION	LEASE TERM	SIZE OF SITE (SF)	BEGINNING DATE OF LEASE	FAIR MARKET VALUE OF SITE ON LEASE DATE	ANNUAL RENT	FAIR MARKET VALUE/SF OF LEASE DATE	IMPLIED VALUE/SF AS OF 1/1/83 FROM CPI	ADJUSTED RENT
Madsen Partners IV 3030 International Lane	Certified Survey Map, 1275, Lot 2 [Lot 1, CSM 394] (Note: 2 lots - Madsen owns one, Madsen leases one.)	99 years	72,000	6/1/82	\$52,920 9-1/2% of \$52,920 = \$5,027.40		\$0.735	\$0.75/SF	
Madsen Partners II Truax Air Park West 2 - Office Venture (Joint Venture with American Family Ins.)	Truax Air Park West, Lots 8 and 9	99 years	129,454	12/19/80	\$69,905 7-1/2% of \$69,905 = \$5,242.92		\$0.54	\$0.66/SF	
Madsen Partners I Madsen Corp. Office Venture I	Truax Air Park West, Lot 7	99 years	85,998	9/30/79	\$41,279 7-1/2% of \$41,279 = \$3,095.88		\$0.48	\$0.67/SF	
Martinson, Arthur K. 3129 E. Washington Avenue	Certified Survey Map 2707, Lot 1 and Lot 2 - South 132.24' of Lot 2 Added	50 years	130,680 (original) 186,437	7/1/77 6/1/78 (Amendment)	\$65,253 \$65,253 = \$3,430.35 7-1/2% of \$68,982 \$68,982 = \$5,173.63		\$0.35 \$0.37	\$0.57/SF	
4-7-83 Assignment of lease to Airport Properties (Martinson, Rosen & Friedman)									
HSR (Hackner, Schroeder, Roslansky & Assoc., Inc.)	South 60,000 SF of Truax Air Park, Lot 6	50 years with two 10-year options	60,000	8/1/78	\$28,800 7-1/2% of \$28,800 = \$2,160.00		\$0.48	\$0.66/SF	
American Structures General, Inc. 2423 American Lane	Truax Air Park West, Lot 2	99 years	96,253	12/1/80	\$51,976 7-1/2% of \$51,976 = \$3,898.25		\$0.54	\$0.66/SF	

Landmark Research Inc.

estimated for the adjacent Dane County Truax sites as shown in Exhibit 12. The sites are located on the map in Exhibit 13. The implied values, adjusted for changes in the CPI, range from \$0.57 to \$0.75 per square foot. These values correspond to current market values of larger M-1 sites located in industrial parks on the east side of Madison and are below market for office/warehouse sites in the immediate area, especially for sites which are as well wooded as the Madsen I and II, HSR and American Structures General office sites. Appraisals of Dane County sites adjacent to the subject completed in February and June of 1981 indicate an estimated fair market value of \$0.65 per square foot for a large grassy 9.7 acre site (Lot 3, CSM 928) located at the entry of International Lane from Packers Avenue; a 3.9 acre wooded site (Lot 3, TAPW) which fronts on American Lane was estimated at \$0.89 per square foot. This latter site lies to the west northwest of the subject site. Informal discussions with appraisers in the process of revaluing Dane County TAPW lands indicate estimated fair market values in the range of \$0.75 to \$0.80 per square foot for land just east of International Lane and estimated values of \$0.75 to \$1.25 for heavily wooded sites along International Lane; this price range reflects the proximity of a flood plain and the need to install drains. A buyer of the subject property would pay less for the subject property, given the alternative

LOCATION OF TRUAX AIR PARK WEST
GROUND LEASED PROPERTIES



A Madsen Partners IV
B Madsen Partners II

CMadsen Partners I
DAirport Properties

E HSR
F American Structures General

of leasing a similar or more desirable Dane County site along International Lane.

E. Other External Factors

The covenants which bind all properties in TAPW will eventually upgrade improved properties in the area. The existence of the older office barrack buildings and warehouses in sight of the subject somewhat diminishes the value enhancement which the covenants are intended to create. The covenants also increase the cost to construct because of higher building standards, but it is the opinion of the appraiser any decrease in land values resulting from higher building costs will be negated, over time, by the overall increase in quality and therefore value of the industrial park.

If the Truax Airport expansion plans are realized, TAPW values will appreciate, but, as of January 1, 1983, this potential is speculative and should not be assessed before the fact.

It is doubtful that the existence of the spur track on the southern boundary of the property enhances value, except for the office/ warehouse use. It is unlikely that a business office would find it as useful.

VI. VALUE CONCLUSION

The market comparison approach to value suggests a central value estimate of \$1.01 per square foot. The transaction zone, as determined by the market comparison approach to value, is from \$0.90 per square foot to \$1.13 per square foot.

The subject lacks the amenity of the woods and although the site fronts on International Lane, the front view is of non-conforming older office barracks and warehouse buildings. The spur tracks add to value for an office warehouse use, but would be a negative factor for a business office. A prospective buyer of this site has the alternative of leasing Dane County sites at favorable rates and terms that appear to be lower than market and, therefore, set the market for International Lane. Owning instead of leasing does have the advantage of putting a lid on land costs indexed to the CPI rather than to Madison land values. Given the central tendency of \$1.01 per square foot from past market transactions and after consideration of the external factors of the Dane County pricing of land lease alternatives, the uncertain image of the nearby World War II structures, and the doubtful value of rail service to land in this price range, the appraiser concludes the fair market value or most probable price to be \$1.00 per square foot or \$110,000, rounded.

THEREFORE, BASED UPON THE ASSUMPTIONS, AND LIMITING CONDITIONS, IT IS THE OPINION OF THE APPRAISER THAT THE HIGHEST PRICE IN DOLLARS AND FAIR MARKET VALUE OF THE SUBJECT PROPERTY, AS OF JANUARY 1, 1983, IS:

ONE HUNDRED TEN THOUSAND DOLLARS

(\$110,000)

assuming a cash sale to the buyer.

CERTIFICATE OF APPRAISAL

I hereby certify that I have no interest, present or contemplated, in the property and that neither the employment to make the appraisal nor the compensation is contingent on the value of the property. I certify that I have personally inspected the property and that according to my knowledge and belief, all statements and information in the report are true and correct, subject to the underlying assumptions and limiting conditions.

Based upon the information and subject to the limiting conditions contained in this report, it is my opinion that the fair market value, as defined herein, of this property as of January 1, 1983, is:

ONE HUNDRED TEN THOUSAND DOLLARS

(\$110,000)

assuming cash to the seller.

Jean B. Davis
Jean B. Davis, MS

August 23, 1983
Date

APPENDIX

Statements of General Assumptions and Limiting Conditions

1. Contributions of Other Professionals

- Information furnished by others in the report, while believed to be reliable, is in no sense guaranteed by the appraisers.
- The appraiser assumes no responsibility for legal matters.
- All information furnished regarding property for sale or rent, financing, or projections of income and expenses is from sources deemed reliable. No warranty or representation is made regarding the accuracy thereof, and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease, financing, or withdrawal without notice.

2. Facts and Forecasts Under Conditions of Uncertainty

- The comparable sales data relied upon in the appraisal is believed to be from reliable sources. Though all the comparables were examined, it was not possible to inspect them all in detail. The value conclusions are subject to the accuracy of said data.
- Forecasts of the effective demand for space are based upon the best available data concerning the market, but are projected under conditions of uncertainty.
- Engineering analyses of the subject property were neither provided for use nor made as a part of this appraisal contract. Any representation as to the suitability of the property for uses suggested in this analysis is therefore based only on a rudimentary investigation by the appraiser and the value conclusions are subject to said limitations.
- Since the projected mathematical models are based on estimates and assumptions, which are inherently subject to uncertainty and variation depending upon evolving events, we do not represent them as results that will actually be achieved.

- Sketches in the report are included to assist the reader in visualizing the property. These drawings are for illustrative purposes only and do not represent an actual survey of the property.

3. Controls on Use of Appraisal

- Values for various components of the subject parcel as contained within the report are valid only when making a summation and are not to be used independently for any purpose and must be considered invalid if so used.
- Possession of the report or any copy thereof does not carry with it the right of publication nor may the same be used for any other purpose by anyone without the previous written consent of the appraiser or the applicant and, in any event, only in its entirety.
- Neither all nor any part of the contents of the report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly regarding the valuation conclusions and the identity of the appraiser, of the firm with which he is connected, or any of his associates.
- The report shall not be used in the client's reports or financial statements or in any documents filed with any governmental agency, unless: (1) prior to making any such reference in any report or statement or any document filed with the Securities and Exchange Commission or other governmental agency, the appraiser is allowed to review the text of such reference to determine the accuracy and adequacy of such reference to the appraisal report prepared by the appraiser; (2) in the appraiser's opinion the proposed reference is not untrue or misleading in light of the circumstances under which it is made; and (3) written permission has been obtained by the client from the appraiser for these uses.
- The appraiser shall not be required to give testimony or to attend any governmental hearing regarding the subject matter of this appraisal without agreement as to additional compensation and without sufficient notice to allow adequate preparation.

SUCCESS CRITERIA FOR MAJOR OFFICE BUILDINGS IN REGIONAL SHOPPING CENTERS

1. Recent high space-absorption rate; current-space shortage in the area.
2. Proximity, in terms of time, to the residential areas in which site-selection executives live or might live.
3. Close proximity, visual as well as physical, to an expressway cloverleaf.
4. Proximity and access to other major roads.
5. Proximity to other office development.
6. Availability of housing and transportation to serve the types of upper-level management and other people desired as employees by potential tenants.
(Easy access to good commuter transportation and short auto-commutes are likely to become increasingly important as the price of gasoline increases and could become a critical factor if gasoline rationing is imposed.)
7. Proximity, in time, to a major airport.
8. Proximity, in time, to the central-city business district.
9. Proximity to retail development (a "given" near Regional malls).

Neil J. King, C. R. E.
President
Armond D. King, Inc.
5120 Oakton Street
Skokie, IL 60076
(312) 673-1234

AMERICAN SOCIETY OF REAL ESTATE COUNSELORS



TRUAX AIR PARK

Declaration of Covenants, Conditions & Restrictions

BE IT RESOLVED. That by agreement of Dane County, all owners and long-term tenants of the Air Park, and the Development Review Committee, certain sections of previously recorded Declaration of Covenants, Conditions and Restrictions are amended as follows:

PREAMBLE

This declaration is made this _____ day of _____, 1980, by Dane County, a municipal corporation, Dane County, Wisconsin, and all owners of the real estate hereinafter described. The declaration encumbers lands on the east and west sides of Truax Air Park. For a portion of these lands, it supersedes a previous declaration dated the 28th day of May, 1974 and recorded June 28, 1974 in the Dane County Register of Deeds Office in Volume 519 of Records, Pages 870-880 inclusive, as Document No. 1402413, for the real estate described therein.

The Dane County community, in the effective development of its land resources, is dedicated to the concepts of open space, preservation of nature and enhancement of the environment. Implementing these concepts will not only be a significant achievement in itself, but will encourage industrialists, architects, planners and realtors to follow. Implementing these concepts at a gateway to the community has the further advantage of displaying community aspirations in action for newcomers and visitors. Truax Air Park is not only the gateway to the County for air travelers, but is also County owned. Accordingly, it is a unique setting for putting these concepts to work in a planned industrial and commercial complex.

It is all very well to voice aspirations — many communities have. However, without the wholehearted cooperation of the business community, little will be accomplished. Regardless of industry's wish to contribute to the betterment of the community, it has to make certain that a development is economically feasible. The purpose of this declaration is to provide for economically feasible development through creating efficient, attractive surroundings for employees, tenants and clients — a showcase for prospects — reduced maintenance — maximum exposure — and effective institutional advertising. With such results realistically promised, pertinent sectors of the business community will respond fully.

Let is be clearly understood that the County is not merely seeking new industry at Truax Air Park. The County is seeking developers who want a pleasing environment, secure in the knowledge that neighbors will develop harmoniously and satisfied that property values will not only be protected but enhanced. There are numerous alternate sites in and around the County for standard industrial development, which the community welcomes accordingly.

ARTICLE I. DECLARATION OF TRUAX PARK COVENANTS

The above named interests hereby declare that all of the real property:

- A. located in the southeast $\frac{1}{4}$ of Section 30, Town 8 North and Range 10 East lying southeast of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way therein, except therefrom the bulk fuel storage area bounded by Shaw Street, Swanson Street and Mitchell Street.
- B. located in the north $\frac{1}{2}$ of Section 32, Town 8 North and Range 10 East, lying east of Johnson and Haugh Streets, and northwest of East Washington Avenue, except therefrom those lands bounded on the south by Straubel Street and Rowland Street, on the west by Wright Street, on the north by Anderson Street, and on the east by the east line of said Section 32, and except therefrom those lands bounded on the southwest by Reindahl Avenue, on the northwest by Graceland Avenue, on the northeast by Rowland Avenue, and on the southeast by East Washington Avenue, and except therefrom a tract of land described as follows: beginning at a point which lies 370.55 feet S $89^{\circ}12'23''$ E and 86.0 feet N $1^{\circ}27'37''$ E of the center of said Section 32; thence N $1^{\circ}27'37''$ E, 713.56 feet; thence S $88^{\circ}32'23''$ E, 830.00 feet; thence S $1^{\circ}27'37''$ W 703.90 feet; thence N $89^{\circ}12'23''$ E 830.05 feet to the point of beginning;
- C. located in the southeast $\frac{1}{4}$ of said Section 32 and described as Outlots 51 and 52 of Burke Assessor's Plat No. One; and
- D. located in the south $\frac{1}{2}$ of Section 29, Town 8 North and Range 10 East lying east of Johnson Street and south of the lands described in a certain quitclaim deed from the City of Madison to Wisconsin Alumni Research Foundation dated November 19, 1973 and recorded November 19, 1973 in Volume 483, Page 203 of Records as Document No. 1383263; all now in the City of Madison, formerly in the Town of Burke, Dane County, Wisconsin, owned by Dane County, is hereby declared subject to the Truax Air Park Covenants herein.

Said covenants are declared to be in furtherance of a general plan for the subdivision, improvement, and lease or sale of real property, and are established for the purpose of enhancing and perfecting the value, desirability, and beauty of said real property for all purposes and shall be binding upon and inure to the benefit of Dane County, its successors and assigns as set forth in this declaration.

ARTICLE II. STANDARD GOVERNMENTAL APPROVAL AND PERMIT REQUIREMENTS

Approval of plans and specifications as described herein does not in any way relieve the developer from obtaining all approvals and permits routinely required by governmental authorities.

ARTICLE III. DEVELOPMENT REVIEW COMMITTEE — PROCEDURE FOR REVIEW**A. Composition of Development Review Committee**

The Development Review Committee (DRC) will consist of nine (9) members. The Dane County Public Works Director, Dane County Real Estate Officer, or in his absence, the Airport Business Manager, and the Dane County Regional Plan Director are designated as the three permanent members. In addition the City of Madison Alderman and the Dane County Supervisor of the District encompassing Truax shall each be a member. A sixth member shall be a representative-at-large elected annually by all owners and long-term (10 years or more) land lessees at Truax Air Park as described above. These six members shall select three (3) members for staggered three-year terms from the following sources: The Office of the State Architect, the School of Landscape Architecture at the University of Wisconsin, professional landscape architects and professional architects.

1. No member who has a conflict of interest in a particular case shall be entitled to vote and the remaining members shall select an ad hoc member from the above sources to replace him.
2. A quorum shall consist of five (5) members.

B. Organization of DRC; Meetings

1. The Dane County Real Estate Officer shall be the Chairman.
2. The representative-at-large shall be elected by all owners and long-term land lessees in November of each year.
3. The DRC shall meet from time to time when there is business before it. Meetings shall be called by the Chairman mailing notice of the time, place and purpose of the meeting to all members at least five days prior to the meeting. A meeting of the DRC may be called by any member of the DRC.

C. General Procedure for Review

1. No permit for building, building improvement or addition regulated by this declaration shall be issued and none of these shall be erected, placed, altered, maintained or permitted to remain on any lands subject to this declaration without the prior written approval of the DRC. There shall be an Initial Development Review, an optional Preliminary Development Review and a Final Development Review as provided for herein.
 - a. An Initial Development Review of design concepts is required. Design concepts should include the scope of the project, exterior building treatment, description of landscaping, and plot plans showing parking and future building. Nine copies of the initial design concepts must be submitted in writing.
 - b. A Preliminary Development Review is optional and may be requested by either the DRC or the developer. The developer shall submit three copies of the following:
 - 1) Landscape plans, including existing trees;
 - 2) Plot plan;
 - 3) Building plan;
 - 4) Exterior elevations with material designations;
 - 5) Outlined specifications of facade and roof treatment;
 - 6) Sketches of signs, their dimensions, their size and location; and
 - 7) General exterior color description including signs.
 - c. A final Development Review shall be required. If the DRC has reached satisfactory agreement with the applicant with respect to the Preliminary Development Review, three sets of the following shall be submitted. If there has not been a Preliminary Development Review or if the DRC for any other reason feels it necessary, a minimum of three up to a maximum of ten sets of the following shall be submitted. In either event, each set shall be signed by the applicant. The material shall include:
 - 1) A detailed landscape plan and specifications, including existing trees, their species, size and location;
 - 2) Plot plan showing setbacks, existing and finish contours, driveways, exterior lighting, loading and parking areas;
 - 3) Exterior elevations and roof plan, including screening of exterior electrical and air conditioning structures, etc.;
 - 4) Exterior surface treatment (including roofs) with exterior color and texture samples or descriptions; and
 - 5) Details including drawings and location of signs.

2. Application for Review

- a. The Initial Development Review material will be submitted to the County Real Estate Officer who shall distribute it to the members of the DRC. If the DRC members feel that the design concepts show promise of evolving into satisfactory final plans, the County Real Estate Officer shall schedule a meeting to review the submittal with the applicant. However, if it is the general consensus that the concepts are seriously deficient, the Real Estate Officer is authorized to discuss them unilaterally with the applicant or to return them to him with appropriate comments.
- b. The Preliminary and/or Final Development Review material shall be submitted as specified to the Real Estate Officer. The Final Development Review material shall be accompanied by a signed application in triplicate and each set of the material shall be signed by the applicant. As appropriate, the Real Estate Officer shall distribute the material to the members of the DRC and call a review meeting within 15 days. It shall be the obligation of each member to review the material distributed prior to the meeting.

3. Approval or Disapproval of Submittals

- a. A tie vote on an issue is equivalent to rejection. At least one permanent member shall be with the voting majority.
- b. Approval. The County Real Estate Officer shall sign three copies of the application if approved. One copy along with a complete set of final specifications, plans and drawings with each sheet stamped "Approved - DRC" and dated shall be submitted by the DRC to the Building Inspection Department of the City of Madison. One set shall be returned to the applicant and the third shall be kept by the DRC.
- c. Disapproval. In the event of disapproval, notice of same shall be in writing, signed by the Real Estate Officer and shall state the specific grounds for disapproval. Distribution of copies shall be as in b. above.
- d. At its sole discretion, the DRC may grant conditional approval subject to agreement that certain changes, additions or deletions will subsequently be made. The DRC may delegate the Real Estate Officer to review such modifications for acceptability and approval.
- e. Results of Inaction. If the DRC fails either to approve or disapprove such final plans and specifications within 30 days after receipt, it shall be conclusively presumed that the DRC has given its approval; provided, however,

that if within said 30 days the DRC gives written notice that an additional 30 days is required for review, there shall be no presumption of approval until the expiration of the time set forth in said notice.

- f. Appeal. If the applicant is dissatisfied with a decision of the DRC involving judgment, the applicant and the DRC shall each choose a recognized authority in the area of design disagreement. These two authorities shall choose a third such authority. The decision of this panel of three shall be binding.
- g. Liability. The DRC shall not be liable for any damage, loss or prejudice suffered or claimed on account of:
 - 1) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
 - 2) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
 - 3) The development of any property within Truax Air Park; or
 - 4) The execution and filing of a completion certificate as set forth herein, whether or not the facts therein are correct; provided, however, that the DRC has acted in good faith on a basis of actual knowledge possessed by it.

ARTICLE IV. DESIGN REQUIREMENTS

A. General

The requirements outlined in this section have one purpose only: to achieve development which is not only practical, feasible and economic but is an asset to each owner and to the neighbors and the community. Because of the difficulty of reducing a concept to standards and specifications, each design criteria by nature will appear unduly restrictive. The DRC shall keep foremost in its thinking the implementation of the concept rather than religiously adhering to standards and specifications in the presence of evidence that the concepts are being fulfilled.

Approval by the DRC shall be based, among other things, on sufficiency of site dimension, sufficiency of landscape and screening, harmony of exterior design with neighboring structures, effective on location and use of proposed improvements on neighboring sites, the nature of improvements on neighboring sites, and the types of operations and uses thereon, such that all uses will be as complimentary as possible to its neighbor, relation of topography, grade and finish ground elevations on the site being improved to that of neighboring sites, proper facing of main elevation with respect to adjacent streets and conformity of the plans and specifications to the purpose and general plan and intent of this declaration. DRC shall not arbitrarily or unreasonably withhold approval of such plans and specifications.

B. Buildings

1. The front facade and street and joint driveway side facades shall be of brick, stone, architectural concrete panels, architectural metal or wood and/or glass including curtain walls. Unfaced concrete block, structural concrete, prefabricated metal siding, and the like are discouraged for such facade areas. The use of these materials elsewhere shall only be in a manner approved by DRC.
2. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture when permitted, shall occur at points relating to the massing, fenestration or overall design concept of the building.
3. All electrical and air conditioning structures, including towers and air handling units, regardless of location and whether on the roof or otherwise, shall be concealed by landscaping or by decorative screening materials which form an integral part of the design.
4. Buildings of symbolic design or color schemes for reasons of advertising can be rejected unilaterally by the Dane County Public Works Director and the Dane County Real Estate Officer.
5. All roof surfaces with a slope greater than 3 inches in 12 feet shall be shingled.

C. Landscaping

1. Emphasis is placed upon landscaping to achieve a parklike setting. Landscape design and planting is to be an integral part of the area and site design concept, and not an afterthought merely added onto the plans.
2. At least 30% of the site shall be landscaped. Appropriate natural or "wild" areas compatible with adjacent development are encouraged.
3. Existing trees are to be saved whenever possible, with any necessary removal approved as a part of the landscape plan. It is incumbent upon the owner to take all steps necessary to effectively protect such existing trees during and after clearing, grading and construction. The DRC may retroactively require the planting of additional appropriately sized trees in the case of loss of existing trees during this period.
4. Enough trees and shrubs along with grasses are required to accomplish a parklike appearance, visual screening, sound absorption, border definition, land cooling, drainage and other environmental relationships. If a site does not have an adequate number or stand of mature trees appropriately situated, several of the trees to be planted shall be at least 2½" to 3" in diameter. "Several" as used herein shall be an absolute minimum of four such trees for a site of two acres or less, plus two such additional trees for each additional one acre or fraction thereof. The DRC may require more. The planting of street trees to City of Madison specifications shall be required.
5. One of the uses of landscaping will be to screen. This can be by architecturally complementary wing walls, mounds, nonmetallic fences, or vegetation. All yards shall have at least a 10-foot depth of landscaping. There shall also be a minimum of 10' of landscaping to effectively screen parking lots and the automobiles thereon, loading docks, rail loading facilities, etc. from public streets, joint driveways, and neighboring properties. The total landscaped depth of the two side yards shall be at least 30 feet.
6. The street front yard and the street side yards and the side yards abutting the front one-third of the building shall have a minimum of a six-foot strip of landscaping immediately adjacent to the building or to any sidewalk adjacent to the building. Paved pedestrian walks to building entrances may cross said strip.
7. The street and side yard lawns must be sodded. Proper seeding procedures may be used elsewhere. The lawn and as much of the other landscaping as the season permits shall be installed as an integral part of the building project. All remaining landscaping is to be installed during the next planting season.

D. Minimum Building Setback Lines, Yards

Unless otherwise provided herein, the following yard and building setback requirements shall be observed for all sites.

1. Front yards and street and joint driveway side yards. There shall be a minimum front yard and setback of 50 feet and a minimum street and joint driveway side yard and setback of 40 feet.
2. Interior side yards and rear yards. There shall be a minimum interior side yard and setback and rear yard and setback of 20 feet for a one-story building and 30 feet for a two or more story building. However, where such side or rear yard is adjacent to a railroad spur, the yard may be reduced to permit loading docks adjacent to the spur track with the approval of the DRC. The spur shall then be sufficiently separated from the main line to provide necessary railroad clearances plus a minimum 10-foot screening strip between the spur and the lot line to effectively screen the loading docks from any adjacent street and from adjacent lots.
3. U.S. Highway 51 and Packers Avenue. The minimum setback and yard shall be 50 feet in all cases.

E. Parking Setbacks. All parking lots, rail loading facilities and loading berths shall be located to the rear of the building or in the interior side yard beyond the front yard setback, except that a guest parking lot containing stalls for not more than 10 cars may be located within the front yard, street side or joint driveway side yard. The guest parking stalls shall be located at least 20 feet from any lot line and at least 8 feet from the building. Such facilities shall be effectively screened as specified elsewhere herein. The inclusion of earth mounds in the screening of guest parking may be made mandatory.**F. Parking Areas.** It is the intention of the DRC to prohibit on-street parking in the airport and air park. Off-street parking and loading shall be provided on the same zoning lot as served except where specifically approved by the DRC. One off-street parking stall shall be provided for each employee with the number of parking stalls based on the maximum number of employees working at any given time, and not exceeding that number by 20%. One 10-foot by 35-foot loading berth shall be provided for buildings containing 10,000 to 100,000 square feet of gross floor area, plus one additional loading berth for each additional 100,000 square feet of gross floor area or fraction thereof. All drives, parking lots, storage areas, and loading berths shall be paved, dust-free, and properly marked.**G. Driveways.** It is the intention that driveways shall be designed to be compatible with a parklike setting. The design shall be such that it does not provide a direct, unscreened view from the street to the employee parking lot, docks, dock maneuvering areas or permitted storage areas. No parking shall be permitted on entry driveways, be they joint or otherwise.**H. Lighting.** Lighting and its visual effects are to be considered an element of building and site design.

Lighting may be used to emphasize landscaping, trees, a portion of the building, etc. It is not to be used as a form of advertising except as prescribed in the subsection herein dealing with signs. All lighting shall be shielded and confined within the property lines.

I. Signs

1. This subsection pertains to all signs visible from the exterior of any building. Signing is limited to advertising only the names of the firm, companies or corporations operating the use conducted on the site. Signs shall not rotate, gyrate, blink or move in any animated fashion. Illumination of signs shall be indirect or shielded and shall not be a nuisance to surrounding property nor conflict with aircraft operations.

2. Except as otherwise provided herein, the following sign regulations shall apply.

a. Three types of non-governmental signs shall be permitted:

- 1) Wall signs – a sign attached to or erected on the exposed face of a building or structure in a plane approximately parallel with the plane of the exterior wall and in elevation view shall not extend beyond the cornice or edge of the building or structure. The wall sign shall not comprise more than 10% of the building face on which the sign is located, and shall not exceed 100 square feet in area. The DRC may require a minimum size for a particular building. Individual letters and/or symbols applied directly shall be measured by calculating the area within the rectangle that circumscribes the lettering and/or symbols. If there is more than one building on the site, the 100 square feet shall be cumulative.
- 2) Ground signs – one sign, either single or double faced, is permitted. It shall be integrated with landscaping and shall not unduly interfere with traffic vision. The bottom of the sign may be flush with the ground. The sign must be at least 10 feet from the lot line. At this 10-foot distance, the maximum sign size is 12 square feet. If the sign is architecturally compatible with the building and site, then, as the distance between the facing lot line and the sign increases beyond 10 feet, an additional one-half square foot of sign area may be added for every additional foot of distance, to a maximum of 32 square feet. The maximum height shall be six feet.
- 3) On-site temporary sign, ground or wall – for purposes of describing a construction or improvement project or advertising the sale or lease of a site or building. The sign shall be no larger than 32 square feet and shall not remain longer than completion of such construction, sale or lease.

- b. Entry and directory signs – the City of Madison, its governmental successors and assigns, shall have the right to erect entry and directory signs not subject to the size limitations in this declaration, so long as such signs are designed and erected in a fashion and in locations harmonious with the overall intent of this declaration. Such signs shall be subject to the approval of the DRC.

J. Outdoor Storage, Motor Vehicle Pools. Outdoor storage or operations to include motor vehicle pools are not a matter of right, but may be permitted by the DRC subject to conditions specified in writing. Such permission shall always specify that the use be located to the rear of the building or in the interior side yard beyond the front yard setback and enclosed or screened as specified elsewhere herein. Such outdoor storage or operations shall not exceed the height of such screening. Walls or nonmetallic fencing may be made a mandatory part of such screening.**K. Utilities.** All Utility service lines on the property shall be placed underground. Such underground service lines cannot be connected to existing overhead facilities without the express written consent of DRC. It is noted that as part of the general upgrading of the area that all existing overhead utility facilities will be replaced by underground facilities.**L. Lot Coverage.** The maximum lot coverage shall be 33% for buildings and structures.**M. There shall be no access to U.S. Highway 51 or Packers Avenue except via public streets.** Access to other public streets shall comply with governmental regulations, including those which may be noted on the applicable Certified Survey or Subdivision Plat.

N. Easements. There is reserved to the City the right to acquire, at no cost, easements deemed necessary for further utility development and to locate such easements within the required yards or at other locations agreeable to property owners and/or tenants. The utility companies utilizing such easements shall have the normal responsibility to return such easement areas to the same level of improvement that existed prior to the installation and/or maintenance of said utilities at no cost to the owner.

ARTICLE V. RENOVATION, DEMOLITION AND CONSTRUCTION DEADLINES

A. If after the expiration of two years from the date of deed or lease from the City to any site in Truax Air Park, the grantee or lessee thereof or his assignee shall not have entered into a nonrevocable contract for the construction of a building thereon under these covenants and such construction shall not have commenced, then the County shall have the option to extend the two-year time period or to repurchase the site or cancel the lease, as follows:

1. Repurchase. The price shall be the same amount as was paid to the County by the grantee, less 10% and less any commission or expense paid by the County or other pertinent parties. Said amount shall be paid in cash at the time of repurchase.
2. Lease Cancellation. Lease payments and other expenses incurred by lessee shall be treated as liquidated damages accruing to the County.
3. The notice of repurchase or lease cancellation shall be deemed exercised by a notice in writing to the grantee or lessee, his heirs, successors or assigns.
4. The repurchase or lease cancellation shall be within 30 days after delivery of said notice and shall be at the offices of the County with the grantee or lessee, his heirs, successors or assigns delivering a quitclaim deed and an abstract of title or a policy of title insurance showing good and merchantable title of record. The County shall be entitled to deduct from the repurchase price any cost of clearing title to the premises at the time of repurchase. In lease cancellation, the County shall be entitled to collect such cost, including legal fees, from lessee, his heirs, successors or assigns.

B. Nonconforming structures existing at the time of purchase or lease from the County or its governmental successor or assign.

1. Razing. A bond in the amount of the estimated cost of razing of the structure and renovation of the site shall be posted with the County at the time of purchase or lease to insure completion within one year.
2. Remodeling. Within one year from the date of sale or lease by the County:
 - a. Complete and acceptable final plans and working drawings as defined and enumerated in Section III.C.1.c. herein have been approved in conformance with this declaration.
 - b. A nonrevocable contract for such renovation shall have been signed, or an additional bond of \$10,000 for liquidated damages has been posted, to be called by the County if such a contract is not signed within an additional one year.
3. Compliance and Noncompliance. Upon compliance with these provisions, the County shall release the pertinent bond(s). Upon noncompliance with the above provisions, the County shall call such bond(s) and shall have the right and authority to enter upon the site, raze the structures and renovate the site without liability.

C. Within 30 days after written demand is delivered to DRC, there shall be recorded with the Dane County Registry a completion certificate executed by the Chairman of the DRC and certifying that as of the date thereof either:

1. All improvements made or other work done on or within a site complies with the Truax Air Park restrictions; or
2. Such improvements or work do not so comply, in which event the certificate shall identify the noncomplying improvements or work and set forth with particularity, the cause or causes for such noncompliance.

Any lessee, purchaser or encumbrancer shall be entitled to rely on said certificate with respect to the matters set forth therein, such matters being conclusive as between DRC and all subsequent parties in interest.

ARTICLE VI. DIVISION OF SITES BY OWNERS AND LESSEES

Lots or sites shall not be further divided into parcels smaller than 1½ acres without the prior written approval of the DRC. Any division not only shall comply with applicable governmental regulations but also shall not create a parcel which is not readily adaptable to these covenants.

ARTICLE VII. NUISANCE, SAFETY AND ENVIRONMENTAL CONTROLS

A. Nuisances

1. All unsold parcels and vacant parcels or portions of parcels vacant shall be maintained in a tidy manner. Any time after 15 days of written notification to owner or lessee of needed landscaping or vacant parcel maintenance or upkeep, the County shall have the right to contract for the completion of the work. Any time after 30 days of written notification to owner or lessee of needed maintenance or upkeep on buildings, structures, paved areas and the like, the County shall have the right to contract for the completion of the work. The County shall have the right to bill the owner or lessee for such costs plus 10% thereof for administrative costs. Minimum actions required on the part of the owner or lessee to avoid County action in the latter case is presentation of a written order, accepted in writing by a licensed contractor, to complete the work within a time limit deemed reasonable by the County, but not to exceed six months.
2. No rubbish may be burned on the premises. Smoke from operations shall not exceed a number 1 rating on the Ringlemen Smoke Chart for periods aggregating four minutes in any 30-minute period. Dust, dirt and fly ash shall not exceed three-tenths of a grain per cubic foot of flue gas at 60° Fahrenheit, 14.7 PSI absolute, and 10% CO₂, and shall in no manner be unclean, destructive, unhealthful or hazardous to humans or vegetation, nor shall visibility be impeded by opaqueness equivalent to a number 1 on the Ringlemen chart.
3. Noise shall be muffled so as not to be objectionable because of intermittence, frequency or shrillness. Noise emitted from any single source and measured at the lot line of the property and its extension upwards, upon which the noise occurs, shall not exceed the amounts indicated in the following table.

SOUND PRESSURE LEVEL

Octave Band Center Frequency: (Cycles Per Second)	31.5	63	125	250	500	1000	2000	4000
Decibels Re 0.0002 Microbar:	73	68	63	58	53	49	45	43

4. Vibration originating within the property which is discernible to the human sense of feeling at the property line shall not be permitted at any time. Emission of gaseous pollutants is not to cause air pollution or public nuisance as defined in the Wisconsin Department of Natural Resources air pollution control rules. No person shall emit into the ambient air malodorous substances or liquid pollutants in the form of mist at levels which cause air pollution or a public nuisance.
- B. Aeronautic Protection. Dane County for itself, its governmental successors and assigns, hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land in Truax Air Park together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of Truax Field and Dane County Regional Airport. Further reserved is a restriction against causing or permitting any obstructing or hazardous structure, growth or object to aircraft flight to come into being, occur or remain on the premises. The maximum height of any part of a building, structure or tree shall not exceed the height permitted by the airport height zoning regulations, Federal aviation regulations or the Madison Zoning Ordinance. No use shall be permitted that produces undue interference with aircraft operations such as excessive smoke, vibration, glare, heat emission, lights or electronic or radio interference.
- C. Right of Entry. During reasonable hours, representatives of Dane County shall have the right to enter upon and inspect any building, site or parcel and the improvements thereon for the purpose of ascertaining whether or not the provisions of the Truax Air Park restrictions have been or are being complied with. Such representatives shall have the further right as necessary to enter upon the premises to accomplish work ordered pursuant to Paragraph VII.A. herein. Such representatives shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VIII. VARIANCES

The DRC, within its scope of authority, reserves the right to grant variances from the strict application of the provisions of these restrictions and impose other conditions and safeguards in the variances so granted, provided such variances are in keeping with the overall development concept of Truax Air Park.

ARTICLE IX. DURATION, MODIFICATION AND TERMINATION

These Truax Air Park Covenants shall run with the land and shall continue and remain in full force and effect at all times; provided, however, that within one year prior to January 1, 1995, and every tenth year thereafter, the owners and lessees of Dane County of not less than two-thirds of the property, based on the total number of square feet therein, may terminate Sections III-VII inclusive, of these covenants, by signing and recording an instrument to that effect; and further provided that this declaration or any provision thereof or any covenant, condition, restriction contained in Section III-VII, inclusive herein, may be prospectively terminated, extended, modified or amended as to the whole of said property or any portion thereof, with the written consent of the owners and lessees of Dane County of 75% of the property based on the total number of square feet therein; provided, however, that so long as Dane County or its governmental successors or assigns owns (unleased) at least 25% of the property subject to these restrictions or for a period of 20 years from the effective date hereof, whichever period is longer, no such termination, extension, modification or amendment shall be effective without the written approval thereto of Dane County or its governmental successors or assigns. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and recorded.

ARTICLE X. ENFORCEMENT

- A. Remedies for Breach. Violation or breach of any restriction herein contained shall give Dane County or any owner of property or long-term lessee subject to these restrictions the right to prosecute a proceeding in any court of competent jurisdiction against the person or persons who have violated or are attempting to violate any of these restrictions and may enjoin any such violation or breach, and may prosecute any and all remedies permitted at law or in equity.
- B. Deemed to Constitute a Nuisance. The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance and every remedy allowed by law or equity against an owner or long-term land lessee, either public or private, shall be applicable against every such result and may be exercised by Dane County or by any owner of property or long-term land lessee subject to these restrictions.
- C. Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties in such amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.
- D. Failure to Enforce Not a Waiver of Rights. The failure of Dane County or any property owner or long-term land lessee to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor the right to enforce any other restriction.

ARTICLE XI. MISCELLANEOUS PROVISIONS

- A. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of Dane County herein contained may be assigned to any person, corporation or association which will assume the duties of the County pertaining to the particular rights, powers and reservations assigned and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Dane County herein. If at any time Dane County ceases to exist and has not made such an assignment, a successor may be appointed in the same manner as this declaration may be terminated, extended, modified or amended under Article IX herein.
- B. Constructive Notice and Acceptance. After the date of recording of this declaration, every person or other entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the property made subject to this declaration, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person or entity acquired an interest in said property.
- C. Mutuality, Reciprocity. All covenants, conditions, restrictions and agreements contained herein are made for the benefit of each and every part and parcel of the property now or hereafter made subject to this declaration, and shall operate as covenants running with the land for the benefit of all parcels therein.

Landmark Research, Inc.

D. Paragraph Headings. Paragraph headings where used herein are inserted for convenience only and are not intended to be part of this declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

E. Effect of Invalidation. If any provision of this declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the above is a true and complete transcription of the original recorded covenants and all subsequent amendments as approved by Dane County and all long term tenants and owners of Truax Air Park as of this 26 day of June, 1980.

Carol A. Bennett
Witness

By Richard J. Vander Zanden
Richard J. Vander Zanden
Chairman, Development Review Committee

State of Wisconsin }
County of Dane } ss.

The above named Richard J. Vander Zanden personally came before me this 26 day of June, 1980
and is to me known to be the person who executed the foregoing instrument.

Constance M. Zielstad
Notary Public, State of Wisconsin
My Commission expires July 26, 1981.

This instrument was drafted by Richard J. Vander Zanden, Airport Business Manager
Dane County Regional Airport, Madison, Wisconsin

J A M E S A. G R A A S K A M P

PROFESSIONAL DESIGNATIONS

SREA, Senior Real Estate Analyst, Society of Real Estate Appraisers

CRE, Counselor of Real Estate, American Society of Real Estate Counselors

CPCU, Certified Property Casualty Underwriter, College of Property Underwriters

EDUCATION

Ph.D., Urban Land Economics and Risk Management - University of Wisconsin
Master of Business Administration Security Analysis - Marquette University
Bachelor of Arts - Rollins College

ACADEMIC AND PROFESSIONAL HONORS

Chairman, Department of Real Estate and Urban Land Economics,
School of Business, University of Wisconsin

Urban Land Institute Research Fellow

University of Wisconsin Fellow, Omicron Delta Kappa

Lambda Alpha - Ely Chapter

Beta Gamma Sigma, William Kiekhoffer Teaching Award (1966)

Urban Land Institute Trustee

PROFESSIONAL EXPERIENCE

Dr. Graaskamp is the President and founder of Landmark Research, Inc., which was established in 1968. He is also co-founder of a general contracting firm, a land development company and a farm investment corporation. He is formerly a member of the Board of Directors and treasurer of the Wisconsin Housing Finance Agency. He is currently a member of the Board and Executive Committee of First Asset Realty Advisors, a subsidiary of First Bank Minneapolis. He is the co-designer and instructor of the EDUCARE teaching program for computer applications in the real estate industry. His work includes substantial and varied consulting and valuation assignments to include investment counseling to insurance companies and banks, court testimony as expert witness and the market/financial analysis of various projects, both nationally and locally, and for private and corporate investors and municipalities.

J E A N B. D A V I S

EDUCATION

Master of Science - Real Estate Appraisal and Investment Analysis,
University of Wisconsin

Master of Arts - Elementary Education, Stanford University

Bachelor of Arts - Stanford University (with distinctions)

Additional graduate and undergraduate work at Columbia Teachers
College and the University of Wisconsin

PROFESSIONAL EDUCATION

Society of Real Estate Appraisers

Appraising Real Property	Course 101
Principles of Income Property Appraising	Course 201

American Institute of Real Estate Appraisers

Residential Valuation (formerly Course VIII)

Certified as Assessor I, Department of Revenue,
State of Wisconsin

PROFESSIONAL EXPERIENCE

With a significant background in education, practiced in California,
Hawaii and Wisconsin, Ms. Davis is currently associated with Landmark
Research, Inc. Her experience includes the appraisal and analysis of
commercial and residential properties, significant involvement in
municipal assessment practices, and market and survey research to
determine demand potentials.

