

**CITY OF WISCONSIN DELLS
NON-EXCLUSIVE RIGHT-OF-WAY USE AGREEMENT**

This Non-Exclusive Right-of-Way Use Agreement is by and between the City of Wisconsin Dells (the City), and Jack Gibes (Gibes).

RECITALS:

- A. Gibes owns the following described real estate:
- Lot Six (6), Block Five (5) Lake Delton Unit No. 1, City of Wisconsin Dells, Sauk County, Wisconsin.
- Tax Parcel Number: 291-0163-10000, hereinafter “Parcel 0163-1” or “Gibes parcel”.
- B. The location of Parcel 0163-1 is depicted in the Sauk County Land Information/GIS Web Map attached as Exhibit 1.
- C. Parcel 0163-1 is adjacent to VanDyke Court, an unimproved right-of-way in the largely undeveloped “Dawn Manor” subdivision platted in 1929.
- D. The unimproved VanDyke Court right-of-way intersects with and provides access to Sweet Briar Drive, an improved City street.
- E. Gibes will construct a single-family dwelling on Parcel 0163-1.
- F. This Agreement delineates the party’s respective rights and responsibilities regarding Gibes’ use of the unimproved Van Dyke Court right-of-way for ingress to and egress from Sweet Briar Drive and Parcel 0163-1, and related purposes.

AGREEMENT

1. Gibes and his agents, employees, guests, invitees, services and emergency vehicles may use the unimproved Van Dyke Court right-of-way for ingress and egress; and, Gibes may install and maintain, or cause to have installed and maintained, utilities in the unimproved right-of-way to provide service to Parcel 0163-1.
2. Gibes shall be responsible for all costs and expenses associated with his non-exclusive use of the unimproved right-of-way including, without limitation, installation, repair and maintenance of any improvements or utilities; and Gibes shall hold the City harmless from any such costs and expenses. This obligation extends to any costs or expenses reasonably incurred by the City to open the right-of-way.
3. This is a non-exclusive grant by the City to Gibes and the City may extend use of the unimproved right-of-way to other users and may impose such additional terms and conditions, as the City deems necessary, in its sole discretion, to protect and promote the public interest. The City is under no obligation to open or improve the public right-of-way until it determines, in its sole discretion, the public necessity for such action.
4. The City makes no representations or warranties regarding the condition of the unimproved right-of-way and Gibes accepts the condition as-is, where-is and accepts responsibility for any and all costs to make the right-of-way suitable for his intended uses.
5. The City may terminate this Agreement at any time if the City determines in its sole discretion that public necessity and convenience require termination. The City may terminate the Agreement as follows:
 - a. in an emergency, immediately and without notice; or

- b. in a non-emergency, by notice provided not less than five (5) days before termination; except that, if the City terminates this agreement adequate alternate access to an improved and open public right-of-way shall be provided or arranged.
6. This agreement is a non-exclusive use granted by the City and does not create or confer upon Gibes any vested property rights.
7. Gibes may not assign or transfer this agreement without the City's consent which will not be unreasonably withheld.
8. Except for the negligent acts or willful misconduct of City's agents or employees, Gibes agrees to indemnify, defend, and hold harmless the City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by City or for which City may be held liable, which arise from the negligence, willful misconduct, or other fault of Gibes or his guests, invitees, services and emergency vehicles in connection with this Agreement.
9. This Agreement constitutes the full and complete agreement by the parties.
10. It is understood and agreed that the City and its agents shall not be liable or responsible in any manner to Gibes for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities and uses contemplated by this Agreement.

11. This agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. Venue for any disputes shall be the Circuit Court for Sauk County.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Edward Wojnicz, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/Administrative
Coordinator

ACKNOWLEDGMENT

State of Wisconsin
County of

Personally came before me on August _____, 2018 the above named Edward Wojnicz and Nancy Holzem to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this _____ day of August, 2018.

Notary Public, State of Wisconsin
My Commission is permanent/ expires: _____

Date: _____

Jack Gibes

ACKNOWLEDGMENT

State of Wisconsin
County of

Personally came before me on August _____, 2018 the above named Jack Gibes to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this _____ day of August, 2018.

Notary Public, State of Wisconsin
My Commission is permanent/ expires: _____

Documented drafted by:
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LAROWE GERLACH TAGGART LLP
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Reedsburg, Wisconsin 53959
(608) 524-8231

Sauk County Land Information/GIS Web Map

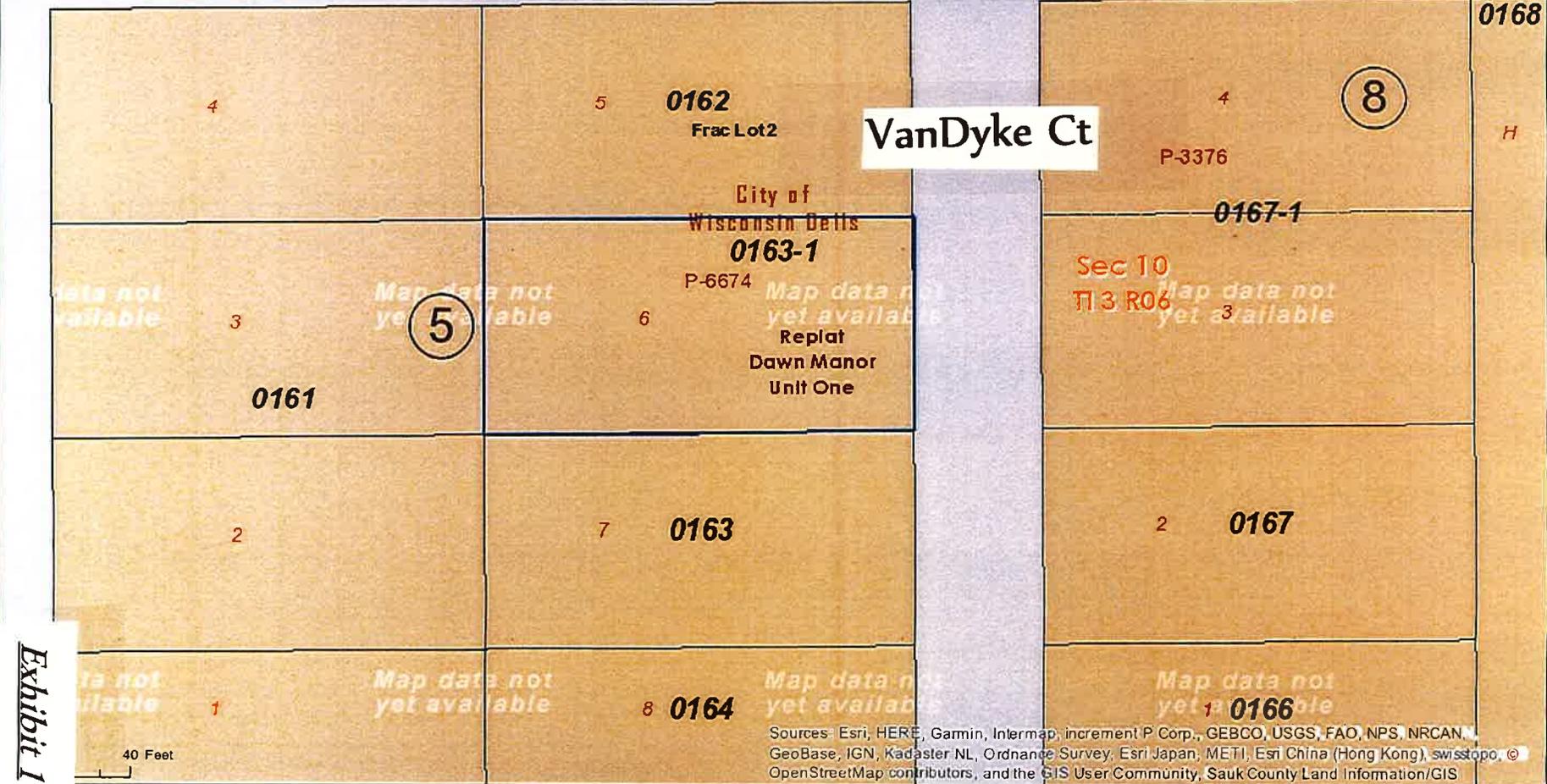
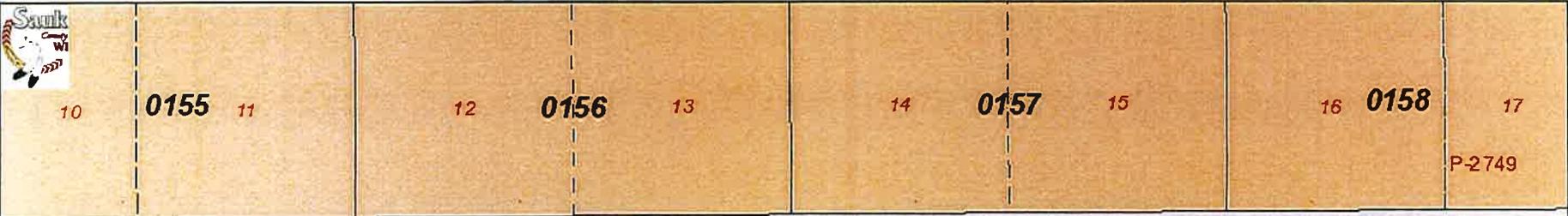


Exhibit 1

40 Feet

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, OpenStreetMap contributors, and the GIS User Community, Sauk County Land Information/GIS

FOR INFORMATIONAL PURPOSES ONLY. Sauk County does not attest to the accuracy of the data contained herein and makes no warranty with respect to its correctness or validity. Data contained in the map is limited by the method and accuracy of the collection.

WISCONSIN DELLS FIVE YEAR STREET IMPROVEMENT PLAN

Rating	Class	Prev Pave	Width	Street	From	Offset	To	Length	YEAR
5 (2017)	70	1986	58	Superior St	Broadway Ave	0	Washington Ave	581	2018
4 (2017)	70	1986	58	Superior St	Washington Ave	0	Lacrosse St	211	2018
2 (2017)	65	1982	37	Lacrosse St	Lemonweir St	0	Minnesota St	317	2018
6 (2017)	65	1985	60	Eddy St	Lacrosse St		Broadway	370	2018
2 (2017)	55	1962	28	Michigan Ave	Bowman Rd	0	Vine St	422	2019
4 (2017)	65	1960	36	Race St	Broadway Ave	0	Washington Ave	581	2019
4 (2017)	65	1979	39	Wisconsin Ave	Capitol St		Bowman Rd	422	2020
2 (2017)	70	1968	40	Elm St	Termini	0	Illinois Ave	528	2020
4 (2017)	65	1979	36	Race St	Minnesota St		Iowa Ave	475	2021
1 (2017)	70	1994	36	Michigan Ave	Termini		Church St	158	2021
2 (2017)	55	1962	22	Illinois Ave	Elm St	0	Oak St	370	2022
4 (2017)	57	1966	20	9th Ave	Waubeek Rd	0	9th Ct	554	2022
5 (2017)	65	2003	20	9th Ave	Waubeek Rd	554	Cole Ln	800	2022
3 (2017)	65	2003	20	9th Ave	Cole Ln		Prairie Oak Dr	528	2022
3 (2017)	65	2003	20	9th Ave	Prairie Oak Dr		S Grouse Ct	832	2022

WISCONSIN DELLS FIVE YEAR STREET IMPROVEMENT PLAN 2019

Rating	Class	Prev Pave	Width	Street	From	Offset	To	Length	YEAR	Street Cos	Utility Cost	TOTAL				
												2018				
6 (2017)	65	1985	60	Eddy St	Lacrosse St		Broadway	370	2018				\$750,000	\$190,000	Econ.PRT/Signalized Intersection	
												TOTAL		\$750,000		
												2019				
5 (2017)	70	1986	58	Superior St	Broadway Ave	0	Washington Ave	581	2019				\$833,717	\$125,057	\$958,774	
4 (2017)	70	1986	58	Superior St	Washington Ave	0	Lacrosse St	211	2019						\$652,404	
2 (2017)	65	1982	37	Lacrosse St	Lemonweir St	0	Minnesota St	317	2019				\$567,308	\$85,096	\$652,404	
												TOTAL				\$1,611,178
														?		
														\$1,200,000		
														?		
														?		
												\$2,300,000		\$4,700,000	\$7,511,178	
														?		
														?		
2 (2017)	55	1962	28	Michigan Ave	Bowman Rd	0	Vine St	422	2020							
4 (2017)	65	1960	36	Race St	Broadway Ave	0	Washington Ave	581	2020							
4 (2017)	65	1979	39	Wisconsin Ave	Capitol St		Bowman Rd	422	2021							
2 (2017)	70	1968	40	Elm St	Termini	0	Illinois Ave	528	2021							
4 (2017)	65	1979	36	Race St	Minnesota St		Iowa Ave	475	2022							
1 (2017)	70	1994	36	Michigan Ave	Termini		Church St	158	2022						Move up ?	
2 (2017)	55	1962	22	Illinois Ave	Elm St	0	Oak St	370	2023							
4 (2017)	57	1966	20	9th Ave	Waubeek Rd	0	9th Ct	554	2023						50%_Split w/ Newport Township	
5 (2017)	65	2003	20	9th Ave	Waubeek Rd	554	Cole Ln	800	2023						50%_Split w/ Del Prairie Township	
3 (2017)	65	2003	20	9th Ave	Cole Ln		Prairie Oak Dr	528	2023							
3 (2017)	65	2003	20	9th Ave	Prairie Oak Dr		S Grouse Ct	832	2023						832 LF of 2075 LF (total)-City Respo	