

CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description COMMON COUNCIL MEETING

Date: MONDAY, DECEMBER 17, 2018 Time: 7:00PM Location: MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI

	MAYOR	COUNCIL MEMBERS		
		FIRST DISTRICT	SECOND DISTRICT	THIRD DISTRICT
	Edward Wojnicz	Jesse DeFosse	Mike Freel	Ben Anderson
		Brian Holzem	Terry Marshall	Dan Anchor
OPENING				
1	CALL TO ORDER & ROLL CALL			
2	PLEDGE OF ALLEGIANCE			
3	APPROVAL OF CONSENT AGENDA ITEMS: <ul style="list-style-type: none"> a. November 19, 2018 Common Council Meeting Minutes b. Schedule of Bills Payable dated December 17, 2018 c. Applications for Bartender Licenses 			
AGENDA ITEMS				
4	PUBLIC COMMENT/CITIZEN APPEARANCES FOR ANY NON-AGENDA ITEM			
RESOLUTIONS				
5	RESOLUTION TO APPROVE THE LOT EXCHANGE AGREEMENT WITH FIORELLA NEIRA			
6	RESOLUTION TO APPROVE THE REAL ESTATE PURCHASE CONTRACT WITH RHODA KELLER-THEAKER FOR PARCEL 11291-997 (925 BROADWAY)			
7	RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT TO JORDAN HEESCH IN ORDER TO ALLOW A COFFEE ROASTING BUSINESS AT 744 EDDY STREET			
8	RESOLUTION TO APPROVE THE CERTIFIED SURVEY MAP REQUESTED BY RIVERVIEW BOAT LINE FOR SAUK COUNTY TAX PARCELS 291-0096-00000 AND 291-089-00000			
9	RESOLUTION TO APPROVE THE PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL & DEDICATION OF ANNEXED LANDS BY PROPERTY OWNER JEAN BREW			
ORDINANCES				
10	FIRST (AND POSSIBLE SECOND) READING OF PROPOSED ORDINANCE TO ANNEX LANDS (SECTION OF HWY 12/16 and CTH A) FROM THE TOWN OF DELTON, SAUK COUNTY, AS PETITIONED FOR DIRECT ANNEXATION BY PROPERTY OWNER JEAN BREW; PROPERTY IS ROADWAY THAT WILL BE DEDICATED AS PUBLIC RIGHT-OF-WAY			
CLOSING				
11	BUSINESS FOR REFERRAL TO COMMITTEES OR SUBSEQUENT MEETINGS			
12	ADJOURNMENT			
	NANCY R. HOLZEM, CITY CLERK/COORDINATOR		POSTED: 12/14/2018	
	PLEASE BE ADVISED THAT UPON REASONABLE NOTICE, THE CITY OF WISCONSIN DELLS WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES TO AFFORD INDIVIDUALS WITH DISABILITIES AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETING ACTIVITIES.			

ITEM 3c

CITY OF WISCONSIN DELLS
APPLICATION FOR OPERATOR'S (BARTENDER) LICENSE

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 66847
Council Date Granted: _____ Police Dept Verification: _____ By: JS 11-21-18
License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: Deny: _____

New \$60 (attach Beverage Server Training Certificate) Renewal \$60

Temporary \$10 (limit 1 per year) Event Date(s) : _____

Name Beebe Robin B
Last First Middle
Home Address 8614 County Rd P Wisconsin Dells WI 53965
Street City State Zip

Mail License to (if different from Home Address): _____
Street City State Zip

Date of Birth: 1/25/78 Drivers License # B100-722-78-025-0 State FL

Phone Number: 727-492-1106

License to be used at (Name of Wisconsin Dells Business): MONK'S 220 Broadway

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No
Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No
Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No
Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No

If you answered yes to any of the above questions, please list information below:

Date	Nature of Offense	County	State

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me.

Signature of Applicant: Robin Beebe Date: 11/20/2018

CITY OF WISCONSIN DELLS
APPLICATION FOR OPERATOR'S (BARTENDER) LICENSE

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 600.00 Receipt No. 66812
 Temporary License Period (Bona Fide Clubs Only): _____ (not more than 14 days)
 Council Date Granted: _____ Police Dept Verification: 11/19/18 By: RC
 License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: Deny: _____

New \$60 (attach Beverage Server Training Certificate) Renewal \$60 Temporary \$10 (limit one per year)

Name Buntova Melma Ann
Last First Middle
 Home Address 52951 Fox Hill Ct Beraboo WI 53913
Street City State Zip

Mail License to (if different from Home Address): _____
Street City State Zip

Date of Birth: 09/10/1999 Drivers License # B531-5419-9830-05 State WI

License to be used at (Name of Wisconsin Dells Business): Apple bees

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No /
 Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No /
 Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No /
 Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No /

If you answered yes to any of the above questions, please list information below:

Date	Nature of Offense	County	State

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me.

Signature of Applicant: [Signature] Date: 11/16/18

CITY OF WISCONSIN DELLS
APPLICATION FOR OPERATOR'S (BARTENDER) LICENSE

Per Wis. SS 125.32(2) and 125.68(2)

FOR OFFICE USE ONLY

Current Licensing Period: July 1, 2018 to June 30, 2020 Amount Paid: \$ 60.00 Receipt No. 66986
 Council Date Granted: _____ Police Dept Verification: 12-7-18 By: JS
 License #: _____ Date Issued: _____ Police Chief Recommendation: Approve: Deny: _____

New \$60 (attach Beverage Server Training Certificate) Renewal \$60
 Temporary \$10 (limit 1 per year) Event Date(s) : _____

Name Garcia Jr. Felipe
Last First Middle
 Home Address 380 PARK DR APT 1 Wisconsin Dells WI 53965
Street City State Zip

Mail License to (if different from Home Address): PO BOX 554 LAKE DELTON WI 53940
Street City State Zip

Date of Birth: 6/13/76 Drivers License # G620-2407-6213-00 State WI

Phone Number: 608-432-8902

License to be used at (Name of Wisconsin Dells Business): Club Vista

Have you been convicted of any felony? (If Yes, per State Statute 125.04(5)(c) a license cannot be issued.) Yes ___ No X
 Have you been convicted of any law or ordinance pertaining to the sale or consumption of alcohol? Yes ___ No X
 Have you been convicted of any State, Federal or Local Charges (other than speeding tickets)? Yes ___ No X
 Do you currently have any outstanding citations, parking tickets, and/or utilities owed to the City? Yes ___ No X

If you answered yes to any of the above questions, please list information below:

<u>Date</u>	<u>Nature of Offense</u>	<u>County</u>	<u>State</u>

Under penalty by law, I, the undersigned, state that I am the person named in this application and that I have read and made complete and truthful answers to each question. I agree to comply with all Federal, State and Local Laws, Resolution and Ordinances regarding the sale of alcohol beverages if a license is granted to me.

Signature of Applicant: [Signature] Date: 6/13/18

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the Finance Committee from the December 17, 2018 meeting;

IT APPROVES the Exchange Agreement with Neira Productions, LLC and Fiorella Neira.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, _____ nays ____ abs.
Date Introduced: December 17, 2018
Date Passed:
Date Published:

City of Wisconsin Dells Exchange Agreement
(Wis Dells & Neira)

This Agreement is by and between the City of Wisconsin Dells (The City) and Neira Productions, LLC and Fiorella Neira (Neira).

RECITALS

- A. The City owns the following described real estate:
- Lots 9 and 10, Block 50, Kilbourn City, Columbia County, Wisconsin.
Tax Parcel Number: 11291-681
Street Address: 613 Broadway (613 Broadway)
- B. Neira owns the following described real estate:
- Lots 4 and 5, Block 18, Kilbourn City, Columbia County, Wisconsin.
Tax Parcel Number: 11291-436
Street Address: 1125 Oak Street (1125 Oak)
- C. Neira purchased 1125 Oak for the purpose of developing, constructing and operating an office building on the site and took steps to secure City approvals related to the proposed use.
- D. The City suggested 613 Broadway as a more appropriate site for Neira's proposed use. Neira agreed.
- E. The City and Neira will exchange 1125 Oak and 613 Broadway pursuant to this Agreement.

AGREEMENT

1. The City shall convey 613 Broadway to Neira and Neira shall convey 1125 Oak to the City.
2. The conveyances shall be by general Warranty Deed in a form reasonably acceptable to the City and Neira.
3. In advance of the conveyances, each party shall provide the other with a title insurance commitment covering the property to be conveyed to the other in the amount of \$25,000.00 showing merchantable title subject only to liens which will be paid out of proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

4. In connection with the transaction, Neira shall pay the City the sum of \$6,000.00 as a property value equalization payment.
5. The City shall pay all costs and fees associated with this exchange and the City's attorney shall prepare all closing documents for the transaction and conveyances.
6. The parcels being conveyed are accepted by each party on an "as-is, where-is" basis with all faults. Neither party makes any express or implied warranties, representations or guarantees as to the quality, character, performance or condition of the respective parcels and specifically disclaim any implied warranties of merchantability or fitness for a particular purpose or similar implied warranties.
7. Both parties waive any requirement that the other party provide a Real Estate Condition Report for the property. Both parties acknowledge that they are not relying on any statements by the other party with respect to the property and have made their own independent evaluation of the property as suitable for their intended uses.
8. Neira acknowledges that this is an arm's length transaction between a knowledgeable willing seller and a knowledgeable willing purchaser and that the City did not consider, contemplate or threaten the use of condemnation to acquire the property. The exchange negotiated by the parties is fair and reasonable and completely compensates Neira for the value of the property and all of the rights and interests related to the property including, without limitation, the loss of ownership and use of occupancy of the property.
9. Neira recognizes that the conveyance in this transaction must be approved by the Common Council for the City of Wisconsin Dells.

City of Wisconsin Dells

Dated: _____, 2018.

Edward Wojnicz, Mayor

Dated: _____, 2018.

Nancy R. Holzem, Clerk/Coordinator

Neira Productions, LLC

Dated: _____, 2018.

By: Fiorella Neira

Document drafted by:
Joseph J. Hasler
LaRowe Gerlach Taggart LLP
110 E. Main Street
Reedsburg, Wisconsin 53959

**CITY OF WISCONSIN DELLS
RESOLUTION NO. _____**

ITEM 6

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation from the Finance Committee from their December 17, 2018 meeting;

IT APPROVES the Real Estate Purchase Contract with Rhoda Keller-Theaker for the city's purchase of Columbia County Tax Parcel 11291-997 located at 925 Broadway.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, _____ nays ____ abs.
Date Introduced: December 17, 2018
Date Passed:
Date Published:

REAL ESTATE PURCHASE CONTRACT
(Rhoda Keller-Theaker – Wisconsin Dells) (925 Broadway)

This contract is by and between Rhoda Keller-Theaker (Seller) and the City of Wisconsin Dells (City).

1. **Subject Premises.**

The property subject to this Agreement is located at 925 Broadway, Wisconsin Dells, (Tax Parcel Number 11291-997) consisting of real estate and improvements.

2. **Sale and Purchase.** Seller agrees to sell and City agrees to purchase the subject premises pursuant to this contract.

3. **Purchase Price.** The price to be paid by the City to Seller shall be \$35,000.00 cash; not subject to any pro-rations or set-offs.

4. **Closing.** Closing shall take place not later than December 21, 2018. Closing shall take place at such location as the parties agree including by mail or to the extent feasible electronically.

5. **Occupancy and Possession.** The City shall have occupancy and possession of the premises upon the complete execution of this contract for the purpose of razing and removing the buildings and structures on the subject premises at its sale cost. If this sale does not close, the City's raze and remove costs shall be a special charge against the property collectible as a special assessment.

6. **Title Evidence and Title.**

- a. Seller shall give evidence of title, at City's cost, in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.

- b. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to the City not less than twenty (20) business days before closing, showing title to the subject premises as of a date no more than fifteen (15) days before delivery of such title evidence, to be merchantable subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.
- c. If title is not acceptable for closing, the City shall notify Seller in writing of objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, the City shall have five (5) days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If the City does not waive the objections, this contract and agreement shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligation to give merchantable title to the City.
- d. Except as provided herein, upon payment of the purchase price, Seller shall convey the subject premises by Warranty Deed, free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions, and general taxes levied in the year of closing, provided none of the foregoing prohibit present use of the subject premises, which constitutes merchantable title for purposes of this transaction.

Sellers further agree to complete and execute the documents necessary to record the conveyance.

7. **Attorney's Fees & Closing Costs.** The City shall pay all costs and fees associated with this sale. City's attorney shall prepare the closing documents for the transaction and related conveyance.
8. **As-Is Condition.**
 - a. This Property is being sold on an "as is" basis with all faults. Seller makes no express or implied warranties, representations or guarantees as to the quality, character, performance or condition of the Property and specifically disclaim any implied warranties of merchantability or fitness for a particular purpose or similar implied warranties. The City waives any requirement that Seller provides the City with a Real Estate Condition Report for the Property. The City acknowledges that the City is not relying on any statements by Seller with respect to the Property and is making its own independent evaluation of the Property based on inspections performed by the City.
 - b. The City accepts the property's financial impediments including delinquent real estate taxes which will not be a charge against seller at closing.
9. **Binding Effect.** This contract and agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

10. **No Condemnation Clause.** This is an arms length transaction between a knowledgeable willing Seller and a knowledgeable willing Buyer. The City did not consider, contemplate or threaten the use of condemnation to acquire the property. The purchase price negotiated by the parties is fair and reasonable and completely compensates Seller for the value of the property and all of rights and interests related to the property including, without limitation, the loss of ownership, and use and occupancy of the property.

11. **Miscellaneous Provisions.**

- a. It is expressly understood and agreed that the City may assign its interest under this Contract or any portion thereof without the prior written consent of the Seller, her successors or assigns.
- b. Each provision of this Contract shall be deemed to be severable from all other provisions of the Contract, and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.
- c. This Contract may be changed or modified only in writing. This Contract cannot be changed orally, and no Contract shall be effective to waive, change, modify or discharge it in whole or in part unless such Contract is in writing and it signed by the parties.
- d. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively this Contract.

- e. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute the same instrument.
- f. Captions and headings used in this Contract are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

SELLER

Dated: _____, 2018.

Rhoda Keller-Theaker

BUYER
City of Wisconsin Dells

Dated: _____, 2018.

Edward Wojnicz, Mayor

Dated: _____, 2018.

Nancy Holzem, Clerk/Administrative Coordinator

**CITY OF WISCONSIN DELLS
RESOLUTION NO. _____**

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, based upon the recommendation of the City Plan Commission from their December 10, 2018 meeting;

IT APPROVES a Conditional Use Permit to Jordan Heesch in order to operate a Coffee Roasting business at 744 Eddy Street with the following conditions:

1. If the city determines at its sole discretion that an odor nuisance is being produced, the applicant shall take whatever steps necessary to resolve the odor issue. That may include, but is not limited to:
 - Modifying roasting hours to occur when the area is not occupied.
 - Installation of exhaust treatment (scrubber, afterburner, etc.) to remove the odor; or
 - Discontinuance of all roasting activities completely.

2. The city has the right to order a new public hearing and approval in response to any odor nuisance that may be reported at this location. The city retains the right to revoke the approval of this use on the grounds of an unresolved odor nuisance.

Edward E. Wojnicz, Mayor

Attest:

Nancy R. Holzem, City Clerk

Vote: _____ ayes _____ nays
Date Introduced: December 17, 2018
Date Passed:
Date Published:

Conditional Use Permit – Jordan Heesch
744 Eddy St.
Columbia County, Wisconsin Dells Parcel 11291-139
Staff Report for Plan Commission, 12/10/2018

The City of Wis. Dells has received a Conditional Use Permit (CUP) application from Jordan Heesch to operate a Coffee Roaster at 744 Eddy St. The Zoning office would classify this use as "Specialty Sales" and/or "Artisan Shop". This location is zoned C-2 Commercial-downtown, which allows "Specialty Sales" and "Artisan Shops" as a Permitted Uses. However, the Zoning office has become aware that Coffee Roasting can produce odors that can be considered undesirable. It appears that the smell of coffee roasting is different than the smell of coffee brewing. Per the following section of the Zoning Code, any use with the potential to create an undesirable odor shall be considered a Conditional Use.

19.635 Certain land uses shown as permitted may be a conditional use

Any commercial or industrial land use that is shown as permitted in exhibits 5-1, 5-2, or 5-3 that emits air contaminants, fugitive dust, or potentially offensive odors outside of the building, or that handles radioactive materials, hazardous substances, hazardous waste, or regulated substances shall be considered a conditional use in every circumstance.

The applicant has stated that this use will include retail sales of the coffee, as well as some exhibition of the coffee roasting process. Due to the small scale and retail atmosphere of the proposal, this operation appears to be more of an artisan shop than a production operation.

The applicant has acknowledged the potential for coffee roasting to produce an odor. However, they have stated that the more offensive odors are from heavy roasting or burning of the coffee beans. The applicant has stated that their roasting method is much lighter to produce smoother tasting coffee. The applicant has stated that this lighter roasting produces much less of an odor. The applicant also intends to pipe the exhaust from the roaster to the top of the second story of this building, to aid in the dissipation of any odors that may emanate from the exhaust.

The applicant had been performing this operation from the Bridge Mall location on Stand Rock Road. When this operation started at the previous location, this Zoning office was not aware of the potential for offensive odors. As this office was not aware of the potential odor, no specific investigation was performed on any odors that may have been occurring. However, no odors have ever been detected by the Zoning Administrator and no reports of any odors were ever received by the Zoning office. While the lack of any odor issue at the previous location does appear to corroborate the assertion that this particular roasting operation does not generate a significant odor, the previous location was much less densely populated, and it is possible the odors were able to dissipate before being noticed. Given the new location is right in the heart of the more densely populated downtown commercial area, it seems prudent for this review to occur.

This applicant has a history of operating the Bella Goose Coffee house and roaster in the City of Wisconsin Dells. This applicant has demonstrated their willingness to cooperate with the City in the operation of their business. It is also the opinion of the Zoning Administrator that Bella Goose Coffee is the type of business that would be a positive addition to the downtown, and specifically this location at 744 Eddy St, which has been vacant. Therefore, it seems reasonable to allow this use to begin, if the applicant understands that if a nuisance occurs that cannot be addressed to the satisfaction of the City in its sole judgment, then the use will have to stop.

Approval of this use should come with the following conditions:

1. If the City determines, at its sole discretion, that an odor nuisance is being produced, the applicant shall take whatever steps necessary to resolve the odor issue.
These may include, but are not limited to:
 - modifying roasting hours to occur when the area is not occupied,
 - installation of exhaust treatments (scrubber, afterburner ect.) to remove the odor, or
 - discontinuance of all roasting activities completely.
2. The City has the right to order a new public hearing and approval in response to any odor nuisance that may be reported at this location. The City retains the right to revoke the approval of this use on the grounds of an unresolved odor nuisance.

Chris Tollaksen
City of Wis. Dells
12/04/2018

and submit one copy to the zoning administrator along with the required application fee. Before you formally submit your application and fee, you may submit one copy to the zoning administrator who will ensure it is complete. If you have any questions, don't hesitate to contact the zoning administrator at 608-253-2542. You may obtain a digital copy of this file from the zoning administrator.

- Office Use Only -

Initial application fee	\$525.00
Receipt number	_____
Application number	_____

1. Applicant Information

Applicant name Jordan Heesch
 Street address PO Box 265
 City Wisconsin Dells
 State and zip code WI 53965
 Daytime telephone number 6089636717
 Fax number, if any _____
 E-mail, if any jordan@bridgepointmc.org

2. Subject property information

Street address	<u>644 Eddy St.</u>	
Parcel number		<small>Note: the parcel number can be found on the tax bill for the property or may be obtained from the City.</small>
Current zoning classification(s)	<u>Commercial downtown</u>	<small>Note: the Zoning map can be found on the "Planning & Zoning" Department page of the City web-site: www.citywd.org</small>
Describe the current use	<u>vacant</u>	

3. Proposed use. Describe the proposed use.

Bella Goose Coffee retail merchandise and coffee roasting.

4. Operating conditions. For non-residential uses, describe anticipated operating conditions (hours of operation, conditions that may affect surrounding properties, etc.)

Hours of operation:
 Retail will vary. Primarily 8am to 7pm
 Roasting will take place primarily from 7am-10am

5. **Off-site effects.** Describe any potential nuisances and mitigating circumstances relating to street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials.

Hot air/odor coming out ONLY DURING ROASTING.

6. **Review criteria.** The plan commission in making its recommendation and the common council in making its decision must consider the factors listed below. Provide a response to each. (See Section 19.373 of the Municipal Code.)

- a. Consistency of the proposed use with the city's comprehensive plan and neighborhood plan or other subarea plan, if any
- b. Effects of the proposed use on traffic safety and efficiency and pedestrian circulation, both on-site and off-site
will bring additional foot traffic to eddy st during the day
- c. The suitability of the subject property for the proposed use
very suitable
- d. Effects of the proposed use on the natural environment
none
- e. Effects of the proposed use on surrounding properties, including operational considerations relating to hours of operation and creation of potential nuisances
bringing additional foot-traffic to surrounding businesses
- f. Effects of the proposed use on the normal and orderly development and improvement of the surrounding property for uses permitted in the district
minimal
- g. Effects of the proposed use on the city's financial ability to provide public services
N/A

CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, that based upon the recommendation of the CITY PLAN COMMISSION from their December 10, 2018 meeting;

IT APPROVES the Certified Survey Map requested by Riverview Boat Line which splits Sauk County Parcel 291-0096-00000 into two lots.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ___ ayes; ___ nays ___ abstention
Date Introduced: December 17, 2018
Date Passed:
Date Published:

**SAUK COUNTY CERTIFIED
SURVEY MAP No. _____**

Located in part of Lot 1, CSM No. 1656 and Lot 1, CSM No. 1655, SW1/4-NW1/4 and NW1/4-NW1/4, Section 9, NE1/4-NE1/4 and SE1/4-NE1/4, Section 8, all T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin.

Owner: Riverview Boat Line, PO Box 410, Wisconsin Dells, WI, 53913

Carlson Surveying, Div. of General Engineering, P O Box 340, Portage, WI, 53901 Phone (608) 742.2169

Bearings are referenced to north line of NW1/4 of Section 9 which bears N89°55'05"E, Grid North, Sauk County Coordinate System, NAD83(91).

- ⊙ = Found government corner (as noted, all ties found and verified)
- = Found 3/4" round iron rod
- = Found 1 1/4" iron pipe
- = Set 3/4"x24" round iron rod weighing 1.5#/lin. Ft.
- Ⓐ = Ex. Access Easement and new 24' access easement
- Ⓑ = Restricted direct access to S. T. H. "13"
- () = Recorded as
- Ⓛ = Existing billboard



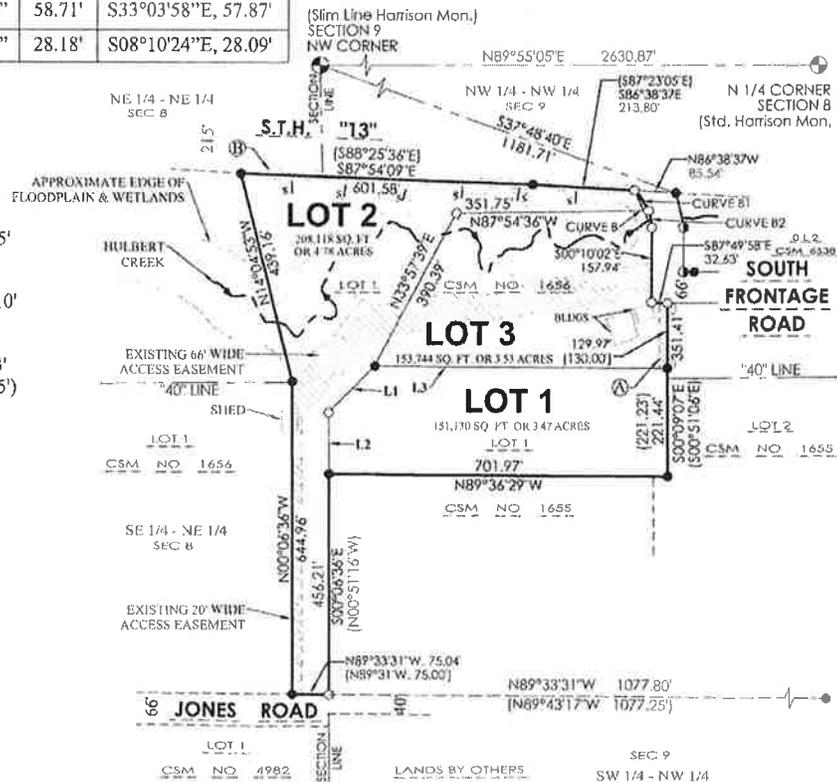
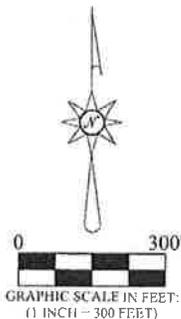
12-13-18

CURVE DATA

Curve	Radius:	Delta:	Arc:	Chord:
B	100.00'	49°47'08"	86.89'	S24°59'36"E, 84.18'
B1	100.00'	33°38'24"	58.71'	S33°03'58"E, 57.87'
B2	100.00'	16°08'44"	28.18'	S08°10'24"E, 28.09'

LINES:

- L1 N45°09'27"E, 133.55' (N44°26'E, 133.67')
- L2 N00°09'07"W, 127.10' (N00°51'16"W)
- L3 S89°33'45"E, 607.03' (S89°43'17"E, 607.15')



SURVEYOR'S CERTIFICATE:

I, Mark C. Carlson, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped a parcel of land located in part of Lot 1, CSM No. 1656 and Lot 1, CSM No. 1655, SW1/4-NW1/4 and NW1/4-NW1/4, Section 9, NE1/4-NE1/4 and SE1/4-NE1/4, Section 8, all T13N, R6E, City of Wisconsin Dells, Sauk County, Wisconsin bounded by the following described line:

Commencing at the northwest corner of said Section 9; thence S37°48'40"E, 1181.71 feet to the northwest corner of Out Lot 2, CSM No. 6538; thence N86°38'37"W along the south line of S. T. H. "14", 85.54 feet to point of beginning;

thence Southerly on a curve to the right along the west line of South Frontage Road, radius 100.00 feet, whose chord bears S24°59'36"E, 84.18 feet; thence S0°10'02"E along said west line, 157.94 feet; thence S89°49'58"E along the south line of South Frontage Road, 32.63 feet to west line of Lot 2, CSM No. 1656; thence S0°09'07"E along said west line, 351.41 feet to southwest corner of said Lot 2; thence N89°36'29"W, 701.97 feet to east line of Lot 1, CSM No. 1656; thence S0°06'36"E along east line of said Lot 1, CSM No. 1656, 456.21 feet to north line of Jones Road; thence N89°33'31"W along said north line, 75.04 feet; thence N0°06'36"W, 644.96 feet; thence N14°04'53"W, 439.16 feet to south line of S. T. H. "13"; thence S87°54'09"E along said south line, 601.58 feet; thence S86°38'37"E, 213.80 feet to point of beginning.

Said described parcel contains 512,992 square feet or 11.78 acres and is subject to access easement for the benefit of Lot 1, over the east 24 feet of Lot 3, and other existing access easements as shown.

That I have complied with the provisions of Chapter 236.34 Wisconsin Statutes, A-E 7 of the Wisconsin Administrative Code and the land division ordinance of the City of Wisconsin Dells to the best of my knowledge, information and belief in surveying, mapping and dividing the same.

That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.

That I have made such survey under the direction of Eric Helland.

12-13-18
Date

Mark C Carlson
Mark C. Carlson



OWNERS CERTIFICATE:

As owner of parts of Lot 1, CSM No. 1656 and Lot 1, CSM No. 1655, Riverview Boat Lines, I hereby certify that I have caused lands in this Certified Survey Map to be divided mapped and access easement created as represented on this map. I also certify that this Certified Survey Map is required to be approved by the City of Wisconsin Dells.

Erik Helland

State of Wisconsin)
Sauk County)

Personally came before me this _____ day of _____, 2018 the above known owner to me known to be the person who executed this instrument.

Notary Public _____ My Commission expires _____

CITY OF WISCONSIN DELLS APPROVAL:

Resolved by the Common Council of the City of Wisconsin Dells, Wisconsin that this Certified Survey Map, filed by Riverview Boat Line hereby approved and accepted by the City.

Dated: _____ day of _____, 2018.

Motioned by: _____ Approved: _____

Second by: _____ Attest: _____

I certify that the foregoing is a correct representation of a resolution adopted by the City of Wisconsin Dells, at a regular meeting, a quorum being present on the _____ day of _____, 2018.

City Clerk



Current

Revised

New Property Line



CITY OF WISCONSIN DELLS
RESOLUTION NO. _____

ITEM 9

BE IT HEREBY RESOLVED by the City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin,

IT APPROVES the Petition for Direct Annexation by Unanimous Approval and Dedication of Lands submitted by Jean Brew for property that will be dedicated as public right-of-way.

Edward E. Wojnicz, Mayor

Attest: _____
Nancy R. Holzem, City Clerk

Vote: ____ ayes, ____ nays ____ abs.
Date Introduced: December 17, 2018
Date Passed:
Date Published:

**Petition for Direct Annexation by Unanimous Approval
and
Dedication of Annexed Lands**

Jean L. Brew, states, petitions and dedicates as follows:

1. I am the owner of record of the lands described in the attached Annexation/Dedication Exhibit which lands are in the Town of Delton and referred to respectively as State Trunk Highway 12/16 Annexation/Dedication and County Trunk Highway A Annexation/Dedication.
2. Said lands are adjacent to real estate formerly owned by me and my deceased husband, William Brew, which lands were sold and conveyed by us and annexed to the City of Wisconsin Dells.
3. In connection with those sales and annexations, the lands described in the Annexation/Dedication Exhibit were not included. The purpose of this Petition and Dedication is to correct the public record and is done at the request and instruction of the Sauk County Real Property Listing Manager/Deputy Treasurer.
4. I am all of the electors and all of the owners in the property described in the Annexation/Dedication Exhibit and hereby petition the City of Wisconsin Dells to annex said territory to the City of Wisconsin Dells from the Town of Delton. The population of the territory subject to this Annexation Petition is zero (0).
5. I am the owner and sign below. I request that the classification of the annexed areas for zoning purposes shall be C-3 Commercial - highway.
6. Upon the annexation of the lands subject to this Annexation/Dedication I hereby dedicate said lands as public right-of-way, specifically, as State Trunk Highway 12/16 and County Trunk Highway A.

7. I respectfully request the City of Wisconsin Dells complete this annexation and accept the dedication of public right-of-way by adoption of an annexation ordinance and resolution accepting right-of-way dedication.

8. The lands adjacent to the Annexation/Dedication area are as follows:

<u>Wisconsin Dells</u> <u>Tax Parcel Number:</u>	<u>Owner:</u>
291-0026-00500	NLS, LLC P.O. Box 590 Wisconsin Dells, Wisconsin 53965
291-0026-00510	NLS, LLC P.O. Box 590 Wisconsin Dells, Wisconsin 53965
291-0026-10000	Shari L. and Todd R. Nelson P.O. Box 590 Wisconsin Dells, Wisconsin 53965
291-0026-01000	Anna Nykaza Revocable Trust 2960 Wisconsin Dells Parkway Wisconsin Dells, Wisconsin 53965

The owners will be provided notice of this Annexation/Dedication.

Dated: 12/13, 2018.

Jean L. Brew
Jean L. Brew

ACKNOWLEDGMENT

State of Wisconsin
County of Sauk

Personally came before me on Dec. 13, 2018 the above named Jean L. Brew to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this 13 day of December, 2018.

Monica L. Dorow-Less

Notary Public, State of Wisconsin
My Commission is permanent/ expires: 4-14-2020

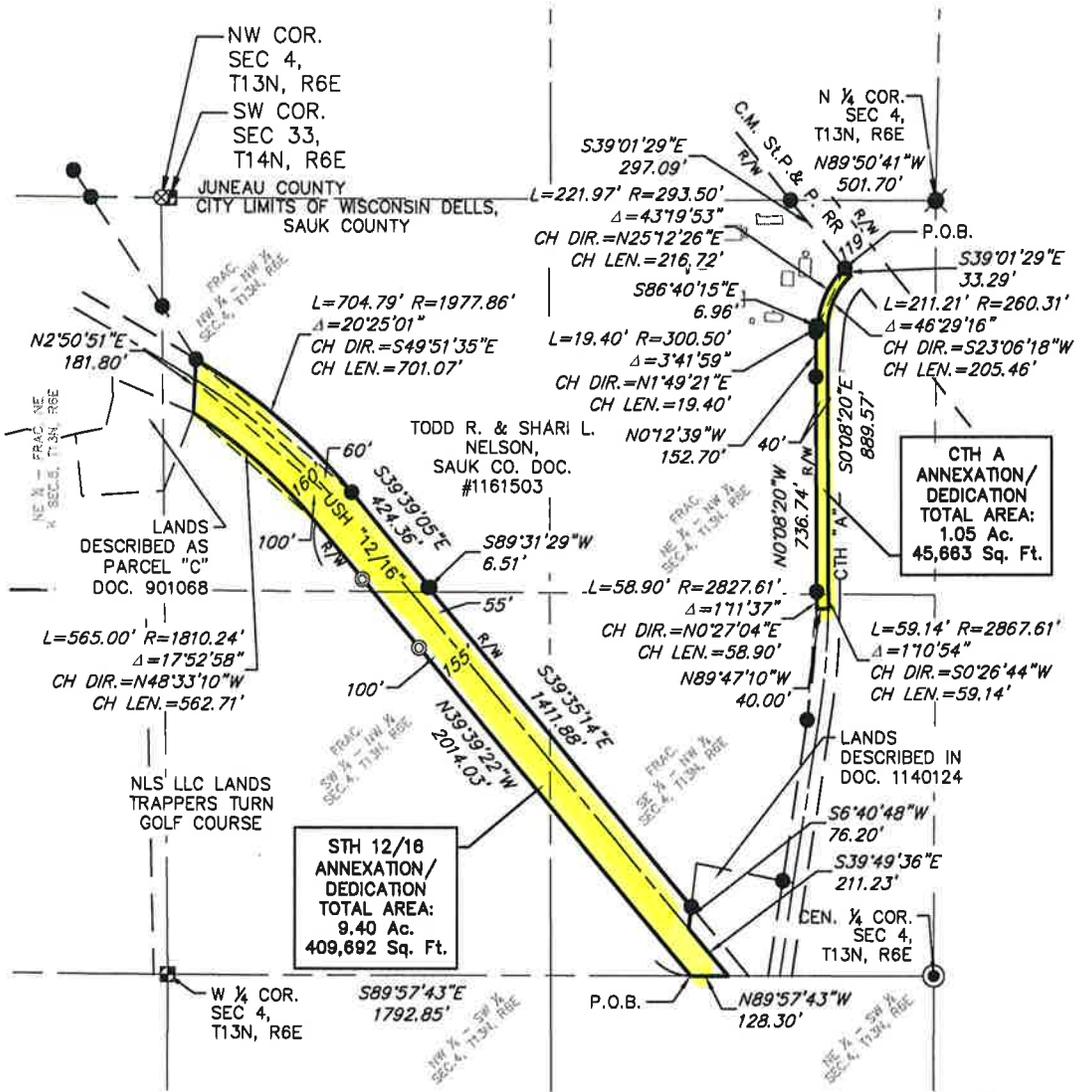
ANNEXATION/DEDICATION EXHIBIT

LOCATED IN PART OF THE NE 1/4 OF THE FRACTIONAL NW 1/4, THE NW 1/4 OF THE FRACTIONAL NW 1/4 THE SW 1/4 OF THE FRACTIONAL NW 1/4 AND THE SE 1/4 OF THE FRACTIONAL NW 1/4 OF SECTION 4, T13N, R6E, ALL IN THE TOWN OF DELTON, SAUK COUNTY WISCONSIN

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- SURVEY LEGEND**
- HARRISON STANDARD, TIES VERIFIED
 - ⊗ HARRISON SLIMLINE, TIES VERIFIED
 - ALUMINUM CAPPED MON., TIES VERIFIED
 - FOUND 3/4" φ IRON ROD
 - FOUND 1 1/4" φ IRON ROD
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ANNEXATION/DEDICATION EXHIBIT

LOCATED IN PART OF THE NE ¼ OF THE FRACTIONAL NW ¼, THE NW ¼ OF THE FRACTIONAL NW ¼, THE SW ¼ OF THE FRACTIONAL NW ¼ AND THE SE ¼ OF THE FRACTIONAL NW ¼ OF SECTION 4, T13N, R6E, ALL IN THE TOWN OF DELTON, SAUK COUNTY WISCONSIN

CTH "A" ANNEXATION/DEDICATION DESCRIPTION

Located in Part of the NE ¼ of the Fractional NW ¼, and the SE ¼ of the Fractional NW ¼ of Section 4, T13N, R6E, Town of Delton, Sauk County Wisconsin.

Commencing at the North One-Quarter Corner of said Section 4, Town 13 North, Range 6 East;

Thence N89°50'41"W, along the north line of the fractional NW ¼ of said Section 4, 501.70 feet to the intersection with the westerly right-of-way line of the Chicago, Milwaukee, St Paul and Pacific Railway;

Thence, S39°01'29"E, along the said westerly right-of-way line, 297.09 feet to the westerly right-of way of Sauk County Highway "A" and the point of beginning (P.O.B.) of this description;

Thence S39°01'29" E, continuing along the westerly right-of way line of the Chicago, Milwaukee, St. Paul and Pacific Railway, 33.29 feet to the approximate center line of Sauk County Highway "A" and a non-tangent curve, concave to the southeast;

Thence 211.21 feet, along said center line and non-tangent arc concave to the southeast, having a radius of 260.31 feet, an included angle of 46°29'16" , (a chord of 205.46 feet which bears S23°06'18" W);

Thence, S 0°08'20" E, continuing along said center line of Sauk County Highway "A", 889.57 feet, to an arc to the right;

Thence, continuing along the said center line of Sauk County Highway "A", 59.14 feet, along said arc to the right having a radius of 2867.61 feet, an included angle of 1°10'54", (a chord of 59.14 feet which bears S0°26'44"W);

Thence, N89°47'10"W, 40.00 feet, to the westerly right-of-way line of Sauk County Highway "A", a non-tangent arc, concave to the west;

Thence 58.90 feet, along said westerly right-of-way line and non-tangent arc concave to the west, having a radius of 2827.61 feet, an included angle of 1°11'37", (a chord of 58.90 feet which bears N0°27'04"E);

Thence, N0°08'20"W, continuing along the said westerly right-of-way line of Sauk County Highway "A", 736.74 feet;

Thence, N0°12'39"W, continuing along said westerly right-of-way line of Sauk County Highway "A", 152.70 feet to an arc to the right;

Thence 19.40 feet, along said westerly right-of-way line an arc to the right, having a radius of 300.50 feet, an included angle of 3°41'59", (a chord of 19.40 feet which bears N1°49'21"E);

Thence S86°40'15"E, continuing along said westerly right-of-way line of Sauk County Highway "A" 6.96 feet, to a non-tangent arc, concave to the southeast;

Thence 221.97 feet, continuing along said westerly right-of-way line and non-tangent arc concave to the southeast, having a radius of 293.50 feet, an included angle of 43°19'53", (a chord of 216.72 feet which bears N25°12'26"E); returning to the point of beginning;

Annexation parcel contains 1.05 Ac., 45,663 Sq. Ft. and is subject to all other easements and rights of way of record.

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ANNEXATION/DEDICATION EXHIBIT

LOCATED IN PART OF THE NE 1/4 OF THE FRACTIONAL NW 1/4, THE NW 1/4 OF THE FRACTIONAL NW 1/4, THE SW 1/4 OF THE FRACTIONAL NW 1/4 AND THE SE 1/4 OF THE FRACTIONAL NW 1/4 OF SECTION 4, T13N, R6E, ALL IN THE TOWN OF DELTON, SAUK COUNTY WISCONSIN

STH "12/16" ANNEXATION/DEDICATION DESCRIPTION

Located in Part of the NW 1/4 of the Fractional NW 1/4, part of the SE 1/4 of the Fractional NW 1/4, and part of the SW 1/4 of the Fractional NW 1/4 of Section 4, T13N, R6E, Town of Delton, Sauk County Wisconsin.

Commencing at the West One-Quarter Corner of said Section 4, Town 13 North, Range 6 East;

Thence S89°57'43"E, along the south line of the Fractional NW 1/4 of said Section 4, 1792.85 feet to the Intersection with the westerly right-of-way line of US Highway "12/16"; and the point of beginning (P.O.B.) of this description;

Thence, N39°39'22"W, along the said westerly right-of-way line, 2014.03 feet to an arc to the left;

Thence 565.00 feet, along said westerly right-of-way line and arc to the left, having a radius of 1810.24 feet, an Included angle of 17°52'58", (a chord of 562.71 feet which bears N48°33'10"W);

Thence N2°50'51"E, 181.80 feet to the easterly right-of-way line of STH 12/16 and a non-tangent arc, concave to the southwest;

Thence 704.79 feet, along said easterly right-of-way line and arc to the right, having a radius of 1977.86 feet, an Included angle of 20°25'01", (a chord of 701.07 feet which bears S49°51'35"E);

Thence, S39°39'05"E, continuing along said easterly right-of-way line of STH 12/16, 424.36 feet;

Thence, S89°31'29"W, continuing along said easterly right-of-way line of STH 12/16, 6.51 feet;

Thence S39°35'14"E, continuing along said northeasterly right-of-way line of STH 12/16, 1411.88 feet to the northwesterly line of said lands described in Sauk County Document No 1140124;

Thence, S6°40'48"W, along the said westerly line of lands described in Sauk County Document No 1140124, 76.20 feet to the southwesterly line of said lands described in Sauk County Document No 1140124;

Thence, S39°49'36"E, along the southwesterly line of said lands described in Sauk County Document No 1140124, 211.23 feet, to the south line of the Fractional NW 1/4 of said Section 4;

Thence N89°57'43"W along said the south line of the Fractional NW 1/4 of said Section 4, 128.30 feet returning to the point of beginning;

Annexation parcel contains 9.40 Ac., 409,692 Sq. Ft. and is subject to all other easements and rights of way of record.

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CITY OF WISCONSIN DELLS
ORDINANCE NO. _____
(Brew Annexation – Hwy 12/CTH A Right-of-Way)

City of Wisconsin Dells, Columbia, Sauk, Adams and Juneau Counties, Wisconsin, does hereby ordain as follows:

SECTION 1: Territory Annexed by Direct Annexation.

In accordance with Wis. State Statute sec. 66.0217(2) a Petition for Direct Annexation by Unanimous Consent was filed with the City Clerk by property owner Jean Brew. The property, currently located in the Town of Delton, Sauk County, Wisconsin is hereby annexed in to the City of Wisconsin Dells, Wisconsin and the zoning map as set forth in section 19.612 of the Wisconsin Dells Municipal Code is hereby permanently amended to include said lands. Total acreage is 9.4 acres with a population is 0. Annexation boundary map and legal descriptions are attached as Exhibit A. Upon annexation, said property will become part of Ward 4.

SECTION 2: Effect of Annexation.

From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Wisconsin Dells for any and all purposes provided by law, and all persons residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Wisconsin Dells.

SECTION 3. Zoning Classification.

The territory annexed to the City of Wisconsin Dells shall by this ordinance be zoned C-4.

SECTION 4. Severability.

Should any section, clause or provision of the ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 5. Effective Date.

This ordinance shall take effect upon passage and publication as provided by law and becomes part of the Zoning Map for the City of Wisconsin Dells.

Edward, E. Wojnicz, Mayor

ATTEST:

Nancy R. Holzem, City Clerk

First Reading Passed:

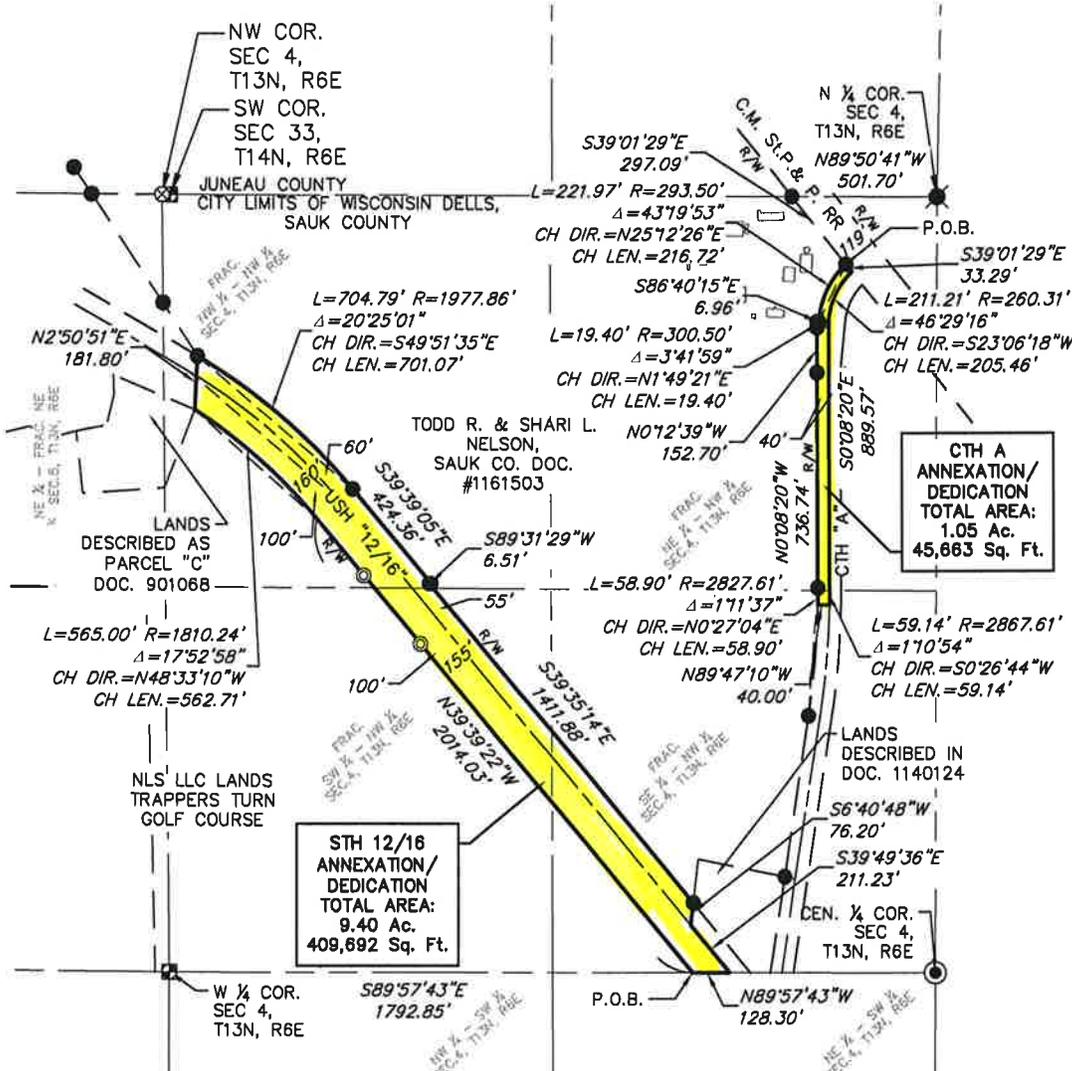
Second Reading Passed:

Published:

ANNEXATION/DEDICATION EXHIBIT

LOCATED IN PART OF THE NE 1/4 OF THE FRACTIONAL NW 1/4, THE NW 1/4 OF THE FRACTIONAL NW 1/4, THE SW 1/4 OF THE FRACTIONAL NW 1/4, AND THE SE 1/4 OF THE FRACTIONAL NW 1/4 OF SECTION 4, T13N, R6E, ALL IN THE TOWN OF DELTON, SAUK COUNTY WISCONSIN

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SURVEY LEGEND

- HARRISON STANDARD, TIES VERIFIED
- ⊗ HARRISON SLIMLINE, TIES VERIFIED
- ALUMINUM CAPPED MON., TIES VERIFIED
- FOUND 3/4" Ø IRON ROD
- FOUND 1 1/4" Ø IRON ROD
- FOUND 1" Ø IRON PIPE



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Thence, S39°01'29"E, along the said westerly right-of-way line, 297.09 feet to the westerly right-of way of Sauk County Highway "A" and the point of beginning (P.O.B.) of this description;

Thence S39°01'29" E, continuing along the westerly right-of way line of the Chicago, Milwaukee, St. Paul and Pacific Railway, 33.29 feet to the approximate center line of Sauk County Highway "A" and a non-tangent curve, concave to the southeast;

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Thence, continuing along the said center line of Sauk County Highway "A"; 59.14 feet, along said arc to the right having a radius of 2867.61 feet, an included angle of 1°10'54", (a chord of 59.14 feet which bears S0°26'44"W);

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Thence, S39°39'05"E, continuing along said easterly right-of-way line of STH 12/16, 424.36 feet;

Thence, S89°31'29"W, continuing along said easterly right-of-way line of STH 12/16, 6.51 feet;

Thence S39°35'14"E, continuing along said northeasterly right-of-way line of STH 12/16, 1411.88 feet to the northwesterly line of said lands described in Sauk County Document No 1140124;

Thence, S6°40'48"W, along the said westerly line of lands described in Sauk County Document No 1140124, 76.20 feet to the southwesterly line of said lands described in Sauk County Document No 1140124;

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Thence N89°57'43"W along said the south line of the Fractional NW 1/4 of said Section 4, 128.30 feet returning to the point of beginning;

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