

EASEMENT

Document Number

Document Name

THIS EASEMENT, made this ____ day of December 2024, between Ablelight Inc. (formerly known as Bethesda Lutheran Communities, Inc.), Grantor, which expression shall include its administrators, agents or assigns where the context so requires or admits, and the City of Watertown, a Wisconsin municipal corporation, hereinafter, Grantee, which expression shall include its administrators, agents or assigns, where the context so requires or admits,

WITNESSETH:

WHEREAS, Grantor owns and has title to the real estate located in the City of Watertown, Jefferson County, Wisconsin as described generally, under Exhibit A, attached hereto (as prepared by Short Elliott Hendrickson, Inc. (SEH)); and,

City of Watertown
Office of City Attorney
PO Box 477
Watertown, WI 53094

291-0815-0432-020

Parcel Identification Number (PIN)

WHEREAS, the Grantee seeks to grade, construct, maintain, inspect, and reconstruct over and upon the property described above for the benefit of the Grantor and the residents of the City of Watertown; and,

WHEREAS, it may be necessary for the City of Watertown, its employees or agents acting on its behalf, from time to time, to gain access to the easement in order to grade, construct, maintain, inspect, and reconstruct the area pursuant to this Easement; and,

WHEREAS, the parties hereto, in consideration of the Grantee paying the sum of One Dollar (\$1.00) to the Grantor, have agreed that the Grantor shall grant to the Grantee an easement of ingress and egress over the property owned by the Grantor described above in order to allow Grantee, its agents or assigns, to grade, construct, maintain, inspect, and reconstruct as granted pursuant to this Easement, at the above-described location.

NOW, THEREFORE, pursuant to this Agreement and for and in consideration of the sum of One Dollar (\$1.00) paid the Grantee to the Grantor, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. Grantor hereby grants to Grantee the right to change the grading of the Easement Property (including without limitation, to cut and fill, as necessary) and to adjust the existing improvements to the new grade, pursuant to and consistent with that certain Grading and Erosion Control Plan, prepared by Short Elliott Hendrickson, Inc. (SHE), as Exhibit B, attached hereto, as granted pursuant to this Easement, through the above-described property at the location described below.
2. Grantor hereby grants to Grantee the right to grade, construct, maintain, inspect, and reconstruct as granted pursuant to this Easement and/or any related structure and to remove any material, including for such purpose the right to operate the necessary equipment thereon, the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon, any vegetation that the City authorities may deem necessary or desirable. Said easement is more particularly described as a triangle measuring 21.37 ft by 21.37 ft by 30.43 feet as further particularly described under Exhibit A, attached hereto (as prepared by Short Elliott Hendrickson, Inc. (SEH)).

3. It is further understood and agreed that the Easement granted herein is to be held by the Grantee, and its heirs and assigns as appurtenant to the land owned by the Grantor.
4. It is further understood and agreed that the Grantee will hereby assume and agree to pay one hundred percent (100%) of the cost of maintaining the Easement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this day and year as set forth above.

City of Watertown, Grantee
By: Emily McFarland, Mayor

Ablelight, Inc., Grantor
By:

City of Watertown, Grantee
By: Megan Dunneisen, Clerk

Subscribed to and sworn to before me
this ____ day of December 2024

Notary Public, State of Wisconsin
My Commission Expires: _____

Subscribed to and sworn to before me
this ____ day of December 2024

Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument drafted by:
Attorney Steven T. Chesebro
City Attorney
State Bar No. 1074496
