

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between AbleLight, Inc., f/k/a Bethesda Lutheran Communities, Inc. ("AbleLight") and the City of Watertown, Wisconsin ("City"); collectively referred to as the "parties".

WHEREAS, the City initiated condemnation proceedings under Chapter 32 of the Wisconsin Statutes against AbleLight to acquire certain real property interests owned by AbleLight in the City of Watertown, County of Jefferson, State of Wisconsin;

WHEREAS, on or about April 30, 2021, the City's agent recorded an Award of Damages with the Jefferson County Register of Deeds Office as Document 144482 condemning said property interests;

WHEREAS, AbleLight appealed the adequacy of the compensation paid by the City for its property interests in Jefferson County Case No. 21-CV-0180

WHEREAS, the parties desire to fully and finally settle all claims either party may have against one another in relation to the issues raised in AbleLight's Appeal pending in Jefferson County Circuit Court Case No. 21-CV-0180;

NOW, WHEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Recitals. The recitals set forth above are fully incorporated into the terms of this Agreement as if set forth herein.

2. Consideration. For and in consideration of the payment by the City to AbleLight of the additional the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) upon the execution of this Agreement, AbleLight does hereby fully and forever release and discharge the City, its officials, agents, officers and employees, from any and all actions, causes of action, claims, demands, damages, costs, interest, expenses, attorney's fees, and compensation of any kind whatsoever, which have been or could be claimed in connection with the Appeal pending Jefferson County Circuit Court Case No. 21-CV-0180.

For and in consideration of the AbleLight's dismissal, with prejudice, of the claims alleged in his Complaint filed in Jefferson County Circuit Court Case No. 21-CV-0180, the City does hereby fully and forever release and discharge AbleLight, its officers, agents, successors and assigns, from any and all actions, causes of action, claims, demands, damages, costs, interest,

expenses, attorney's fees, and compensation of any kind whatsoever, which is or could be claimed in connection with AbleLight's Appeal pending in Jefferson County Circuit Court Case No. 21-CV-0180.

3. Dismissal of Actions. The parties agree to execute and file with the Court a Stipulation and Order to Dismiss Jefferson County Circuit Court Case No. 21-CV-0180, with prejudice, and without costs to either party.

4. Attorney Fees. Each party shall be solely responsible for its own legal fees and costs incurred, with no contribution required from the other party.

5. Construction. The parties understand and agree that the laws of the State of Wisconsin shall govern the construction and interpretation of this Agreement.

6. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, negotiations, representations, promises, or understandings between the parties hereto pertaining to the subject matter hereof. The parties acknowledge that no representation, promise or inducement has been made other than as set forth in this Agreement, and that each party enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein.

7. Authority to Bind. The undersigned individuals warrant that they are fully authorized to execute this Settlement Agreement and Release and to contractually bind to the terms of this Agreement the party on whose behalf they are signing. The undersigned further state that they have carefully read the foregoing document, discussed it with counsel, understand the contents thereof, and sign the same of their own free will.

Signed and sealed this ____ day of October, 2022.

ABLELIGHT, INC.

By: Jeffrey A. Kaczmariski
Executive Vice President & Chief Legal Officer

Signed and sealed this ____ day of October, 2022.

CITY OF WATERTOWN

By: Emily McFarland, Mayor