



FINANCE COMMITTEE MEETING - SPECIAL AGENDA

TUESDAY, DECEMBER 17, 2024 AT 6:45 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS – 106 JONES STREET, WATERTOWN, WI 53094

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 282 485 6600 Passcode: 53098 One tap mobile +16469313860

1. CALL TO ORDER

2. BUSINESS

A. Review and take action: enter into construction easement agreement with AbleLight

3. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at cityclerk@watertownwi.gov phone 920-262-4000

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only

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 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: _____

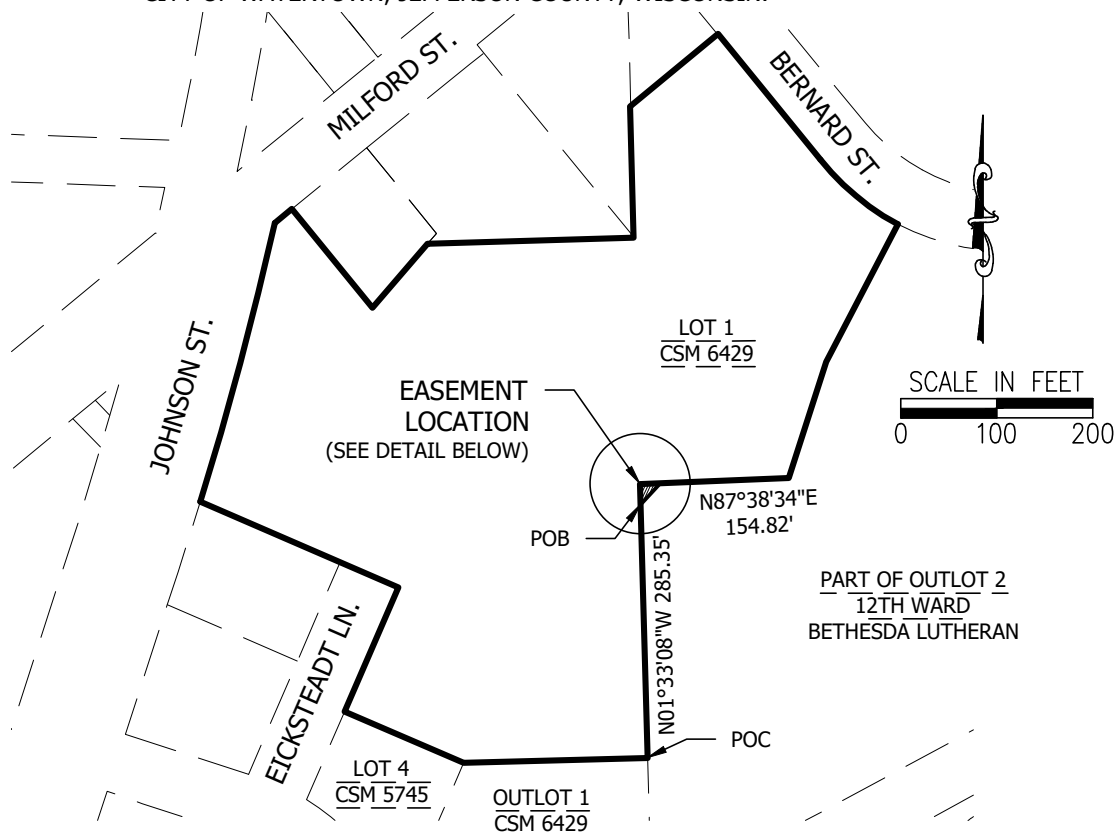
Subscribed to and sworn to before me
 this ____ day of December 2024

 Notary Public, State of Wisconsin
 My Commission Expires: _____

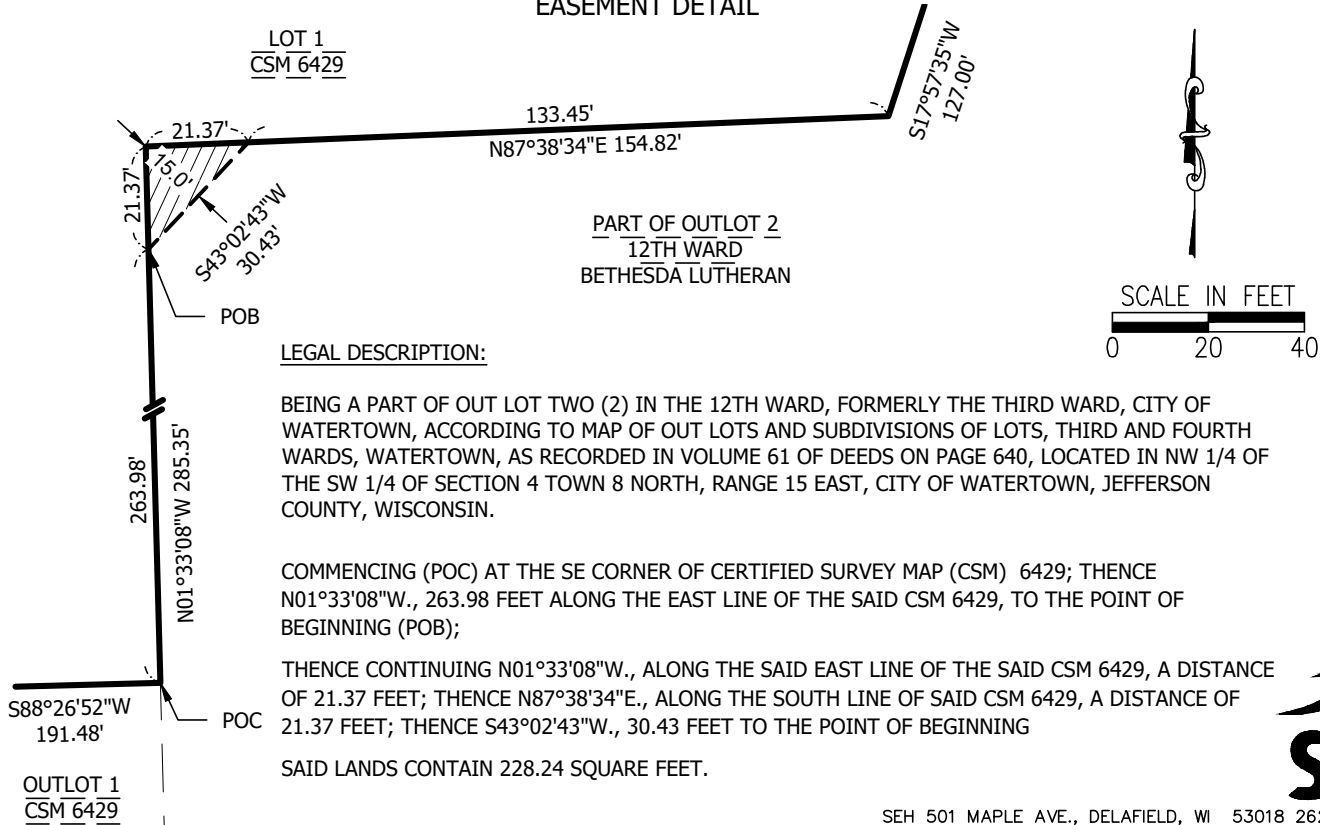
This instrument drafted by:
 Attorney Steven T. Chesebro
 City Attorney
 State Bar No. 1074496

EXHIBIT

BEING A PART OF OUT LOT TWO (2) IN THE 12TH WARD, FORMERLY THE THIRD WARD, CITY OF WATERTOWN, ACCORDING TO MAP OF OUT LOTS AND SUBDIVISIONS OF LOTS, THIRD AND FOURTH WARDS, WATERTOWN, AS RECORDED IN VOLUME 61 OF DEEDS ON PAGE 640, LOCATED IN NW 1/4 OF THE SW 1/4 OF SECTION 4 TOWN 8 NORTH, RANGE 15 EAST, CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.



EASEMENT DETAIL



LEGAL DESCRIPTION:

BEING A PART OF OUT LOT TWO (2) IN THE 12TH WARD, FORMERLY THE THIRD WARD, CITY OF WATERTOWN, ACCORDING TO MAP OF OUT LOTS AND SUBDIVISIONS OF LOTS, THIRD AND FOURTH WARDS, WATERTOWN, AS RECORDED IN VOLUME 61 OF DEEDS ON PAGE 640, LOCATED IN NW 1/4 OF THE SW 1/4 OF SECTION 4 TOWN 8 NORTH, RANGE 15 EAST, CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

COMMENCING (POC) AT THE SE CORNER OF CERTIFIED SURVEY MAP (CSM) 6429; THENCE N01°33'08"W., 263.98 FEET ALONG THE EAST LINE OF THE SAID CSM 6429, TO THE POINT OF BEGINNING (POB);

THENCE CONTINUING N01°33'08"W., ALONG THE SAID EAST LINE OF THE SAID CSM 6429, A DISTANCE OF 21.37 FEET; THENCE N87°38'34"E., ALONG THE SOUTH LINE OF SAID CSM 6429, A DISTANCE OF 21.37 FEET; THENCE S43°02'43"W., 30.43 FEET TO THE POINT OF BEGINNING

SAID LANDS CONTAIN 228.24 SQUARE FEET.



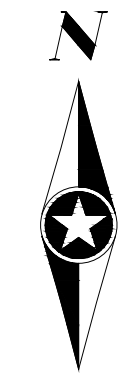


EROSION CONTROL LEGEND

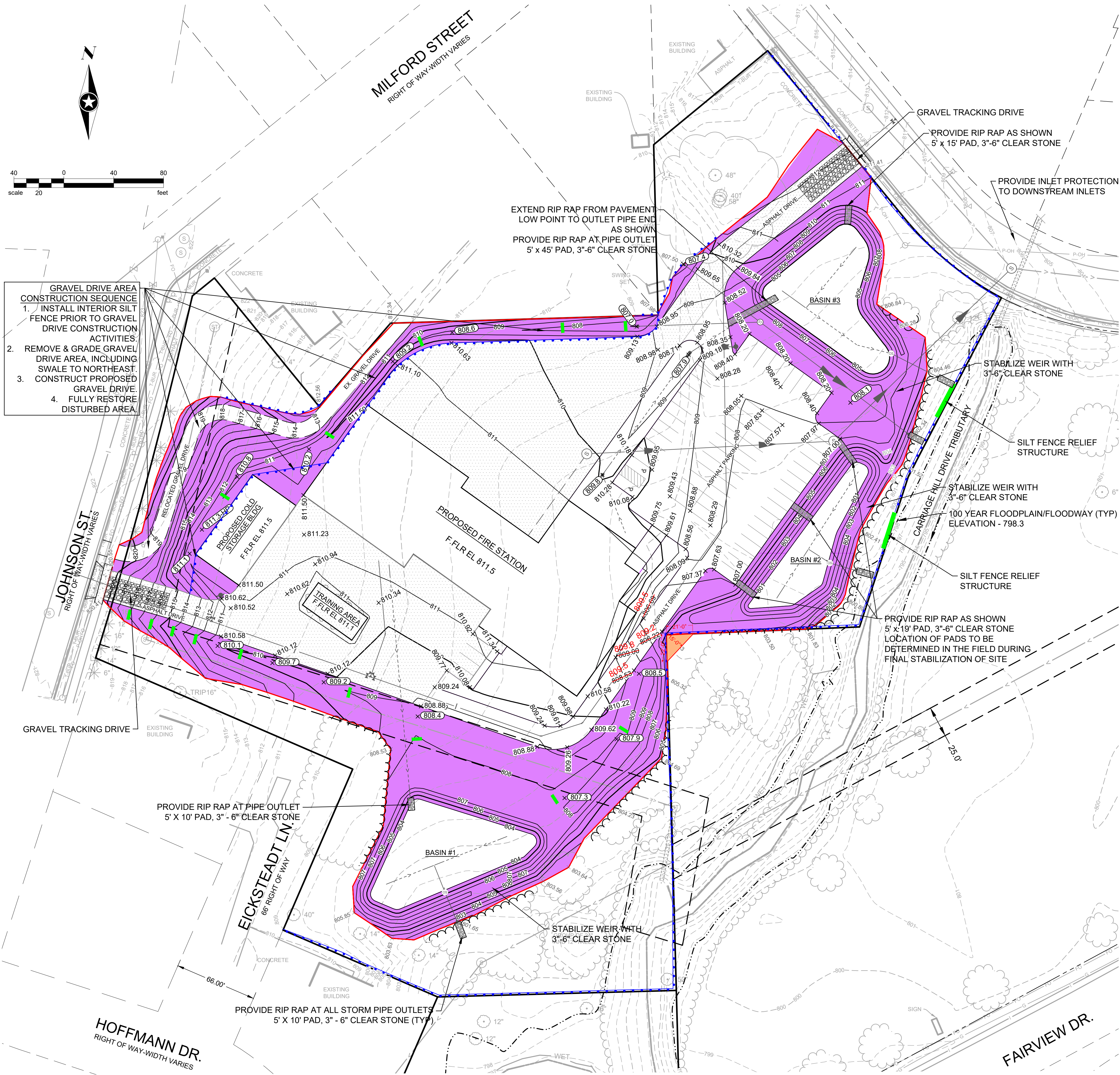
- CONSTRUCTION LIMITS
- SILT FENCE
- PROPOSED SILT FENCE
- PROPOSED CLEARING LIMITS
- EROSION MATTING
- HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED PAVEMENT SPOT ELEVATION
- PROPOSED TURF SPOT ELEVATION
- EXISTING SPOT ELEVATION
- SEDIMENT LOG

NOTES

1. SEE SHEET C400 FOR GRADING AND EROSION CONTROL NOTES AND CONSTRUCTION SEQUENCING
2. BASINS TO BE EXCAVATED AND UTILIZED AS SEDIMENT TRAPS DURING CONSTRUCTION. WEIR TO BE STABILIZED WITH 3 TO 6 INCH WASHED CLEAR STONE.
3. BASINS TO BE UTILIZED FOR DEWATERING DURING CONSTRUCTION AS NEEDED. ADDITIONAL DEWATERING MEASURES MAY BE REQUIRED.
4. APPROXIMATE EARTHWORK VOLUMES ARE NOTED BELOW. FINAL VOLUMES OF IMPORT AND EXPORT WILL BE DETERMINED DURING CONSTRUCTION BASED ON FIELD TESTING BY GEOTECHNICAL ENGINEER.



- GRAVEL DRIVE AREA CONSTRUCTION SEQUENCE**
1. INSTALL INTERIOR SILT FENCE PRIOR TO GRAVEL DRIVE CONSTRUCTION ACTIVITIES.
 2. REMOVE & GRADE GRAVEL DRIVE AREA, INCLUDING SWALE TO NORTHEAST.
 3. CONSTRUCT PROPOSED GRAVEL DRIVE.
 4. FULLY RESTORE DISTURBED AREA.



City of Watertown
WATERTOWN FIRE STATION
 ADDRESS

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SEH Project: WATR_172202
 Checked By: KB
 Drawn By: PAL

Project Status: REVIEW DOCs
 Issue Date: 02/14/2024

SEH Project: WATR_172202
 Checked By: KB
 Drawn By: PAL

Project Status: REVIEW DOCs
 Issue Date: 02/14/2024

REV. #	DESCRIPTION	DATE

GRADING & EROSION CONTROL PLAN

Save: 2/23/2024 2:34 PM zhochevar.Plot: 2/23/2024 3:36 PM X:\UZ\WVWATR\172202\5-final-dsgn\51-drawings\10-civil\cad\dwg\sheet\WATR172202_PLANS.dwg