

Document No.

**STORM SEWER AND SANITARY SEWER  
EASEMENT  
AGREEMENT**

Address: Part of 7220 West National Avenue

This space is reserved for recording data

City Attorney's Office  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

453-0215-001

Parcel Identification Number (PIN)

THIS STORM SEWER AND SANITARY SEWER EASEMENT AGREEMENT (“Agreement”) is granted by Ziegler-Wisconsin 16, LLC, a Wisconsin limited liability company (“Grantor”) to the City of West Allis (“Grantee”).

**RECITALS:**

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the “Property”).

B. Grantee has requested that Grantor grant a permanent and non-exclusive easement over that certain portion of the Property as depicted in the attached Exhibit B (the “Easement Area”) for the purposes of installing, operating, maintaining, repairing, and replacing an underground water detention system, sewer lines, and such other related utilities as the City may run through the Easement Area.

## AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true, correct, and incorporated herein and made a part of this Agreement.

2. Grant of Easement. Grantor hereby grants to Grantee, its agents, employees, and contractors a perpetual and non-exclusive easement for access to the Easement Area to install, operate, maintain, repair (including reconstruction), and replace, additional sewer lines, a stormwater detention system, and other related utilities through the Easement Area (the "Easement"). Grantee, at its sole cost and expense, shall be responsible for the use, installation, operation, repair, replacement, and maintenance of the additional sewer lines, a stormwater detention system, and other related utilities in the Easement Area.

3. Repair of Easement Area. Grantee, at its sole cost and expense, shall be responsible for any and all damage and repairs to the real property or improvements in the Easement Area as a result of Grantees', its employees', agents', or contractors' use, operation, installation, repair, replacement, and maintenance of the sewer lines, stormwater detention system, and other related utilities in the Easement Area. Subject to the statutory limits, Grantee shall also indemnify and hold harmless Grantor, its tenants, invitees, designees, assignees, and licensees in the event any damages are suffered by any person or business as a result of Grantee, or its employees' negligence or intentional misconduct in the use, operation, installation, repair, replacement and maintenance of the sewer lines, stormwater detention system, and other related utilities in the Easement Area. Grantee shall also require that all agents or contractors have adequate insurance to indemnify and hold Grantor harmless from such agents' or contractors' negligence in the use, operation, installation, repair, replacement and maintenance of the sewer lines, stormwater detention system and other related utilities in the Easement Area and require such contractors and agents to indemnify Grantee for the intentional misconduct of their employees and agents.

4. No Structures on Easement Area. Neither Grantor, Grantee nor any subsequent owner or occupant of any portion of the Easement Area shall erect any building or structure on or within either the Easement Area or do anything that unreasonably interferes with any other party's rights under this Agreement. By way of explanation and not limitation, no owner shall allow the parking of vehicles on or otherwise block or obstruct the Easement Area so as to unreasonably interfere with any other party's rights under this Easement Agreement. In addition, Grantor shall not grant any other easements that unreasonably interfere with Grantee's rights under this Easement. Further, Grantee shall exercise reasonable efforts and coordinate its activities with Grantor and Grantor's tenant(s), if any, to minimize disruption to the Property, the Easement Area, and the business(es) operated thereon.

5. Covenants Run with Land. All terms, conditions, rights, and easements in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts, circumstances,

obligations, liabilities, or claims arising after such party has transferred its fee simple interest in the Property.

6. Recording; Term. This Agreement shall be recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin ("Register of Deeds"). The term of this Agreement shall commence on the date that it is filed of record in the Register of Deeds, and shall continue in perpetuity.

7. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.

8. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all owners of the Easement Area and Grantee or their successors or assigns and duly recorded in the Register of Deeds.

10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

12. Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. The signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

*[Rest of page intentionally left blank. Signatures on next page.]*

GRANTOR:

ZIEGLER-WISCONSIN 16, LLC,  
a Wisconsin limited liability company

By: Physicians Realty L.P., its sole member

By: Physicians Realty Trust,  
its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

GRANTEE:

CITY OF WEST ALLIS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
  )SS  
\_\_\_\_\_ COUNTY        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, the above named \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Physicians Realty Trust, general partner of Physicians Realty L.P., sole member of Ziegler-Wisconsin 16, LLC, a Wisconsin limited liability company, and the person who executed the foregoing instrument and acknowledged the same on its behalf.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

STATE OF WISCONSIN        )  
  )SS  
\_\_\_\_\_ COUNTY        )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014, the above named \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the City of West Allis, and the person who executed the foregoing instrument and acknowledged the same on its behalf.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

This instrument was drafted by:  
Atty. Scott E. Post  
West Allis City Attorney  
7525 W. Greenfield Ave.  
West Allis, WI, 53219  
414-302-8450

Exhibit A

Legal Description of the Property

Lots One (1) through Eight (8), in Block Eleven (11), Lots Twenty-two (22) and Twenty-three (23), in Block Nine (9), together with vacated alley and vacated Lapham Street, all in Central Improvement Company Subdivision No 1, being part of the Northwest  $\frac{1}{4}$  of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin