

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 ("Effective Date") by and between Dorothy G., Inc., ("Dorothy G.") and the City of West Allis (the "City").

### RECITALS

- A. Dorothy G. is the tenant of a contaminated dry cleaning site located at 9508-10 West Greenfield Avenue, West Allis, Wisconsin (the "Property").
- B. Under the Ready for Reuse Program Loan Agreement dated \_\_\_\_\_, 2007 between the City and the Wisconsin Department of Natural Resources, the City will obtain a loan pursuant to the U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement (the "Loan") to clean up the Property.
- C. Under the Recapture Agreement dated \_\_\_\_\_, 2007 between the City and Dorothy G. (the "Recapture Agreement"), in the event Dorothy G. defaults on its agreement to reimburse the City all Loan funds paid by the City to clean up the Property, the City has the right to recapture such funds via an assignment from Dorothy G.'s right to reimbursement under the Wisconsin Drycleaner Environmental Response Program pursuant to Wisconsin Statutes section 292.65 and Wisconsin Administrative Code Chapter 169. A copy of the Recapture Agreement is attached and incorporated herein by reference.

### AGREEMENT

In consideration of the Recitals and the mutual agreements that follow, Dorothy G. and the City agree as follows:

1. Incorporation of Recitals. The foregoing Recitals to this Agreement are true, correct, and incorporated in their entirety herein by this reference.
2. Responsible Party Status. Dorothy G. acknowledges that it is a party responsible for the investigation and remediation of the Property pursuant to Wisconsin Statutes section 292.11.
3. Assignment. In consideration for the above covenants and promises, Dorothy G. hereby assigns to the City any and all rights Dorothy G. may have to reimbursement under the Wisconsin Drycleaner Environmental Response Program pursuant to Wisconsin Statutes section 292.65 and Wisconsin Administrative Code Chapter 169. This assignment is made by Dorothy G. and shall be binding upon its heirs, personal representatives, successors and assigns.
4. Notice. Any request, demand or other notice required of or permitted to be given under this Agreement shall be in writing and addressed as necessary to the following parties.

If to Dorothy G.:

Sam Gruichich, President  
Dorothy G., Inc.  
9508 West Greenfield Ave.  
West Allis, WI 53215  
Telephone: 414-771-1280

With a copy to: Carl A. Sinderbrand, Esq.  
Axley Brynelson, LLP  
2 East Mifflin St., Suite 200  
Madison, WI 53703  
Telephone: (608) 257-5661  
Fax: (608) 257-5444

If to the City : John Stibal, Director  
Department of Development  
City of West Allis  
7525 West Greenfield Ave.  
West Allis, WI 53014  
Telephone: 414-302-8462  
Fax: 414-302-8401

With a copy to: Scott Post, Esq.  
City Attorney  
City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214  
Telephone: 414-302-8452  
Fax: 414-302-8444

5. Entire Agreement. This Agreement, together with any referenced parts and attachments, sets forth the entire understanding by the parties with respect to the subject matter hereof and supersedes all oral, written or other communication between the parties regarding the subject matter of this Agreement.

6. Governing Laws. This Agreement shall be governed by the laws of the state of Wisconsin and any dispute under this Agreement shall be venued in Wisconsin.

7. Authority to Enter Into Agreement. The individuals executing this Agreement on behalf of the parties herein represent that they have the authority to execute this Agreement; said representation and warranty shall survive the execution of this Agreement. The undersigned further state that they have carefully read the foregoing Agreement and know the contents thereof and sign their names of their own free will.

8. Successors and Assigns. This Agreement shall bind the parties and their heirs, personal representatives, successors, and assigns and is not assignable by any party hereto without the written consent of the other party.

9. Amendments. This Agreement may not be amended, changed, altered or modified except in writing signed by all of the parties hereto.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the one instrument.

11. Titles and Headings. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

12. No Drafting Presumption. This Agreement has been drafted as a joint effort between the parties after negotiations, consultations and approval as to form. Accordingly, neither party may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a party as being drafted by a particular party.

13. No Admission of Liability. By entering into this Agreement, neither Dorothy G. nor the Authority make any admission of any liability relating to the contamination at the Property.

Dorothy G., Inc.

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

City of West Allis

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