

PRIVILEGE FOR ENCROACHMENT

Major

Beyond Lot Line and Within a Public Street Right-of-Way

979 SOUTH 60 STREET LLC, owner(s) of property located at 979 South 60th Street, West Allis, hereinafter "Grantee(s)", desire to maintain an encroachment extending beyond the lot line and within the public street right-of-way consisting of metal-framed, canvas awnings along the west side of South 60th Street and the North side of West Mineral Street and a 4'x6' sign made of polycarbonate plastic face, aluminum frame and steel supports on that part of the right-of-ways of South 60th Street and West Mineral Street located in the Southeast ¼ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of said Lot 7, Block 1, Second Continuation of Soldiers Home Heights Subdivision; thence Easterly along the extension of the North line of said Lot 7, 5.00 feet; thence Southerly and parallel with the East line of said Lot 7, 48.50 feet; thence Westerly and parallel with the South line of said Lot 7, 131.00 feet; thence Northerly, 2.00 feet to the Southwest corner of said Lot 7; thence Easterly along the South line of said Lot 7, 126.00 feet to the Southeast corner of said Lot 7; thence Northerly along the East line of said Lot 7, 46.50 feet to the Northeast corner of said Lot 7, to the point of beginning. Tax Key No. 439-0008-000.

The Board of Public Works is satisfied that the granting of this privilege is not adverse to the public interest.

NOW, THEREFORE, pursuant to the authority contained in Section 66.0425 of the Wisconsin Statutes, the Common Council of the City of West Allis does hereby grant the above-described privilege, subject to the following terms and conditions:

1. Upon acceptance hereof, the Grantee(s) shall become primarily liable for damages to persons or property by reason of the granting of this privilege; and the Grantee(s) agree to hold the City harmless for any damage to their property resulting from snow plowing or snow removal operations.

2. The Grantee(s) shall be obligated to remove the encroachment upon ten (10) days notice by the State of Wisconsin or City of West Allis, and shall be entitled to no damages for removal of the encroachment. I hereby grant permission to the City of West Allis to remove the encroachment if it is not removed pursuant to Sec. 66.0425(2), Wisconsin Statutes, the cost of which shall be at Grantee's expense.

3. The Grantee(s), by acceptance hereof, waives any right to contest in any manner the validity of Section 66.0425 of the Wisconsin Statutes.

4. Any third parties whose rights are interfered with by the granting of this privilege shall have a right of action against the Grantee(s) only.

5. No part of the awnings shall extend over the sidewalk below a height of eight (8) feet; and no part of the awnings shall extend farther than two (2) feet from the face of the building.

6. The awnings shall be constructed and maintained in a manner to safe-guard the public and shall specifically, but without limitation because of enumeration, comply with the following requirements: 1) the awnings shall be rigidly anchored to the building; 2) the awnings shall be constructed of fire-resistant materials; and, 3) no material shall be appended to or attached to the awnings.

7. Plans and specifications of any repair/alterations being performed in the public right-of-way for which this privilege is granted, other than the awnings and sign as provided herein, shall require submission to, and final approval of, the City Engineer of the City of West Allis.

8. It is understood that Grantee(s), their heirs, successors and assigns, shall file a Bond with the City of West Allis in the amount of One Thousand Dollars (\$1,000) and a Certificate of Insurance in the amount of at least Ten Thousand Dollars (\$10,000.00), in a form approved by the City Attorney, for damages to person or property by reason of the granting of this privilege. The City of West Allis shall be named as an additional insured, as its interest may appear, on the certificate of insurance. The insurance certificate shall further provide that ten (10) day written notice to the City of West Allis shall be provided in the event of any material change, or cancellation of insurance coverage.

9. Grantee(s) shall pay to the City of West Allis as compensation for this privilege the sum of Fifty Dollars (\$50.00).

10. This privilege shall be in force and have effect only upon payment of the required fee and filing of the Certificate of Insurance and Bond referred to above. This privilege shall cease upon the lapse or cancellation of the said insurance coverage. New application and new payment shall then be required to extend grant of privilege.

11. This privilege shall be binding upon and inure to the benefit of the Grantee(s), their respective heirs, successors and assigns.

Dated at West Allis, WI, this ____ day of _____, 20__.

CITY OF WEST ALLIS

BY: _____
Jeannette Bell, Mayor

BY: _____
Paul M. Ziehler
City Administrative Officer,
Clerk/Treasurer

**ACCEPTED BY:
979 SOUTH 60 STREET LLC**

BY: _____
_____, President

Date: _____

BY: _____
_____, Secretary

Date: _____

Approved as to form this ____ day
of _____, 20__.

City Attorney
C/Encrprimajor-979 S 60 ST LLC