

**PRIVILEGE FOR ENCROACHMENT
(MAJOR)**

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

Bestrege LLC, owner(s) of property located at 7335 West Greenfield Avenue, West Allis, hereinafter "Grantee(s)", desire to maintain an encroachment extending beyond the lot line and on the City's right-of-way consisting of an existing canopy and the installation of a 44 foot by 5 foot 6 inches cedar wood pedlet on that portion of the right-of-way on West Greenfield Avenue adjoining Lots 5 and 6 of Central Improvement Co. Subdivision No. 1, Block 7, being a subdivision of the Northwest ¼ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of said Lot 6, thence 18.00 feet, along the South right-of-way of West Greenfield Avenue to the Point of Beginning; thence Northerly, 10.00 feet; thence Easterly, 15.00 feet, parallel with said South right-of-way line; thence Southerly, 10.00 feet, to the said South right-of-way line; thence Westerly, 15.00 feet, along the said South right-of-way line to the Point of Beginning.

Also, commencing at the Northeast corner of said Lot 5; thence Northerly, 10.00 feet, to the Point of Beginning; thence Westerly, 44.00 feet, parallel with South right-of-way line of West Greenfield Avenue; thence Northerly, 5.50 feet; thence Easterly, 44.00 feet, parallel with said South right-of-way line; thence Southerly, 5.50 feet to the Point of Beginning of this description.

Tax Key No. 453-0118-000.

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 Board of Public Works 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. Grantee(s) 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. The cost of removal by the City shall be charged to Grantee and, if unpaid after thirty (30) days, assessed as a special charge under Sec. 66.0701, Wisconsin Statutes.

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. Plans and specifications of any repair/alterations being performed in the public right-of-ways for which this privilege is granted, other than the canopy and pedlet, shall require submission to, and final approval of, the Director of Public Works/City Engineer of the City of West Allis. Specifically, the canopy shall be placed and maintained at least two (2) feet from the edge of the street curb.

6. It is understood that Grantee(s), their heirs, successors and assigns, shall file a Bond with the City Clerk/Treasurer in the amount of Ten Thousand Dollars (\$10,000) and a Certificate of Insurance in the amount of at least One Million Dollars (\$1,000,000), 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 and endorsement. The insurance certificate and endorsement 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.

7. Grantee(s) shall keep the sidewalk and sidewalk area underneath and adjacent to the canopy free and clear of snow and ice.

8. Grantee(s) shall repair to the City's satisfaction any damage to the sidewalk or sidewalk area.

9. Grantee(s) shall maintain the canopy, support structures and surrounding area in a reasonable state of repair and cleanliness.

10. The support poles must be made of aluminum, galvanized steel or other similar rust resistant metal of sufficient strength to support snow loads as determined by the Director of Public Works/City Engineer.

11. No carpeting or other material shall be placed in the sidewalk or sidewalk area.

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

13. This privilege shall be in force and have effect only upon payment of the required fee and filing of the Certificate of Insurance with Endorsements and Performance 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.

14. 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, Wisconsin, this ____ day of _____, 201__.

CITY OF WEST ALLIS

BY: _____
Dan Devine, Mayor

BY: _____
CAO, City Clerk/Treasurer

ACCEPTED BY:
BESTREGE LLC

By: _____

Date: _____

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

City Attorney