

**PRIVILEGE FOR ENCROACHMENT
(MAJOR)**

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

Source One Enterprise LLC (Registered Agent, Richard Torhost), owner(s) of property located at 9440-42 West National 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 planters, sign, double entry doors and canopy on that portion of the right-of-way on West National Avenue and South 95th Street adjoining Lot 1 of Certified Survey Map No. 8049, being a subdivision of the Southeast ¼ of Section 5, Township 6 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 1; thence Southerly, 2.53 feet; thence Southwesterly, 18.00 feet, parallel with North right-of-way line of West National Avenue; thence Southeasterly, 6.00 feet, at right angle; thence Southwesterly, 7.00 feet, parallel with North right-of-way line of West National Avenue; thence Northwesterly, 6.00 feet, at right angle; thence Southwesterly, 90.26 feet; thence Northerly, 84.10 feet, parallel with the East right-of-way line of South 95th Street; thence Easterly, 2.00 feet, to said East right-of-way line; thence Southerly, 80.00 feet, along the said East line to the North right-of-way line of West National Avenue; thence Northeasterly, 94.83 feet, along the said North right-of-way line to the Point of Beginning of this description.

Tax Key No. 479-0676-004.

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

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

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

8. The support poles must be made of aluminum, galvanized steel or other rust resistant metal of sufficient strength to support snow loads. The canopy must also be of sufficient strength to support snow loads. The canopy and support poles shall be installed per the manufacturer's specifications. The Grantee(s) shall provide a plan showing the location and attachment to the public sidewalk of the support poles. The City Engineer shall approve this plan.

9. The front of the canopy cannot be closer than two (2) feet to the face of the curb per Section 13.21(17)(c)I of the Revised Municipal Code of the City of West Allis.

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

11. The double entry doors shall extend approximately one and a half feet (1 ½ ') onto the public right-of-way when fully opened, at which point they shall not project beyond planters running parallel to the City sidewalk. This in turn will provide pedestrian safety.

12. Plans and specifications for installation and any repair/alterations being performed in the public right-of-way for which this privilege is granted, other than the canopy, sign, double entry doors and planters as provided herein, shall require submission to, and final approval of, the 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.

13. It is understood that Grantee(s), their heirs, successors and assigns, shall file a Bond with the City Clerk/Treasurer 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 and endorsements. 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.

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

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

16. 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 7 day of February, 2017.

CITY OF WEST ALLIS

BY: _____
Dan Devine, Mayor

Approved as to form this 19 day
of Oct, 2017.

Matt Post
City Attorney

BY: _____
Monica Schultz, City Clerk

ACCEPTED BY:
SOURCE ONE ENTERPRISE LLC

By: *[Signature]*
~~Richard Forhost, Registered Agent~~
KANNAN SANGARAI, MEMBER

Date: 02/07/17