

**PRIVILEGE FOR ENCROACHMENT
(MAJOR)**

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

Caminowa LLC, owner(s) of property located at 7211-13 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 the installation of a projecting sign, existing eight (8) exterior commercial grade sign lights (4 at each address) and an existing projecting canopy on that portion of the right-of-way on West Greenfield Avenue adjoining Lot 2 and the East 5.50 feet of Lot 3 of Central Improvement Co. Subdivision No. 1, Block 6, 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:

Beginning at the Northeast corner of said Lot 2; thence Westerly, 35.50 feet along the South right-of-way line of said West Greenfield Avenue; thence Northerly, 10.0 feet at right angle to South right-of-way line of West Greenfield Avenue; thence Easterly, 35.50 feet parallel with said South right-of-way line; thence Southerly, 10.0 feet to the Point of Beginning of this description.

Tax Key No. 453-0089-000.

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) 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 projecting awning 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 projecting awning, 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 projecting awning must also be of sufficient strength to support snow loads. The projecting awning 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 on the support poles. The City Engineer shall approve this plan.

9. The front of the projecting awning cannot be closer than two (2) feet to the face of the curb per Section 13.21(17)(c)1 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. Any modification in the above-described encroachment shall require approval of the Board of Public Works of the City of West Allis.

12. 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 Three Thousand Dollars (\$300,000.00), 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.


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

14. 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.


15. 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 19th day of January, 2021.
~~28~~ day of ~~XXXXXXXXXX~~, 20~~20~~.

CITY OF WEST ALLIS


BY: 
Dan Devine, Mayor

Approved as to form this 13th day
of January, 2021.


~~City Attorney~~
Principal Assistant City Attorney

BY: 
Rebecca Grill, City Clerk

ACCEPTED BY:
CAMINOWA LLC

By: 
Casey A. Rataczak, Registered Agent

Date: 12/23/2020