

**PRIVILEGE FOR ENCROACHMENT AGREEMENT
(MAJOR)**

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

Timber Holdings LLC, owner(s) of property located 7412 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 metal-framed canopy, with the installation of goose neck lighting in the front of the building and the installation of a refuse enclosure in the rear of the building on that portion of the right-of-way on West Greenfield Avenue adjoining Lot 23 of Otjen Pullen and Shenner's Subdivision, Block 9, being a subdivision of the Southwest $\frac{1}{4}$ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Beginning at the Southwest corner of said Lot 23 thence Easterly, 30.00 feet, along North right-of-way line of West Greenfield Avenue; thence Southerly, 2.00 feet, at right angle to said right-of-way line; thence Westerly, 30.00 feet, parallel with said right-of-way line; thence Northerly, 2.00 feet, to the Point of Beginning of this description.

Also, that portion of the alley right-of-way adjoining Lot 23 of Otjen Pullen and Shenner's Subdivision, Block 9, being a subdivision of Southwest $\frac{1}{4}$ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Beginning at the Northeast corner of said Lot 23 thence Westerly, 30.00 feet, along the South right-of-way line of said alley; thence Northerly 10.00 feet, at right angle to said right-of-way line; thence Easterly, 30.00 feet, parallel with said right-of-way line; thence Southerly, 10.00 feet, to the Point of Beginning of this description. Tax Key No. 440-0414-000.

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. The canopy shall be constructed and maintained in a manner to safe-guard the public.

6. Plans and specifications of any repair/alterations being performed in the public right-of-ways for which this privilege is granted, other than the metal-framed canopy, goose neck lighting, or refuse enclosure as provided herein, shall require submission to, and final approval of, the City Engineer of the City of West Allis.

7. 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.

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

9. 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.

10. 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 _____, 20__.

CITY OF WEST ALLIS

BY: _____
Dan Devine, Mayor

BY: _____
Steven Braatz, Jr., City Clerk


Approved as to form this 23 day
of AUGUST, 2019.



City Attorney

ASSISTANT CITY ATTORNEY
1088914

ACCEPTED BY:
TIMBER HOLDINGS LLC


By: _____
Edward David, Registered Agent

Date: July 24 2019