

**PRIVILEGE FOR ENCROACHMENT
(MAJOR)**

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

M3 Plus A, LLC, owner(s) of property located at 8802 West Becher 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 four, four feet eight inch wide metal canopies, extending and encroaching over the public sidewalk along the north side of West Becher Street, said property identified as 8802 West Becher Street, West Allis, Wisconsin. Tax Key No. 478-0072-001.

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. No part of the canopy shall extend over the sidewalk below a height of seven feet three inches; and no part of the canopy shall extend farther from the face of the building than fifteen inches.

6. The canopy shall be constructed and maintained in a manner to safeguard the public and shall specifically, but without limitation because of enumeration, comply with the following requirements:

A. The canopies shall be rigidly anchored to the building.

B. The canopies shall be constructed entirely of metal, thereby conforming to the Municipal Fire Code.

C. No material shall be appended to or attached to the canopy.

7. Plans and specifications of any construction being performed in the public right-of-way, for which this privilege is granted, other than the canopies, as provided herein, shall require submission to, and final approval of, the Board of Public Works 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 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.

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

CITY OF WEST ALLIS

BY: _____
Dan Devine, Mayor


BY: _____
Steven Braatz, Jr., City Clerk

Approved as to form this 2 day
of July, 2018.



Denny City Attorney 1088914
Nicholas S. Cerwin

ACCEPTED BY:
M3 PLUS A, LLC

By: 

Michael Wolaver, Registered Agent

Date: 5/7/18