

**PRIVILEGE FOR ENCROACHMENT**  
**Major**

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

Premier Property Investments LLC, owner(s) of property located at 9418-18A West Schlinger Avenue, West Allis, hereinafter "Grantee(s)", desires to maintain an encroachment extending beyond the lot line and within the public street right-of-way, per Plan Commission's approval dated April 24, 2002, consisting of landscaping and parking stalls on that portion of the right-of-way on West Schlinger Avenue and South 94<sup>th</sup> Place adjoining all of the subject lands, being a part of the Northeast  $\frac{1}{4}$  of Section 32, Township 7 North, Range 21 East, in the City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at a point in the South line of said  $\frac{1}{4}$  Section, said point being 868.56 feet West of the Southeast corner of said  $\frac{1}{4}$  Section; thence N 1° 43' 47" West 33.00 feet to the Southwest corner of said lot and the point of beginning; thence N 88° 20' 21" East along the Northerly right-of-way line of said West Schlinger Avenue 55.56 feet; thence N 1° 43' 47" West along the Westerly right-of-way line of said South 94<sup>th</sup> Place 120.00 feet; thence N 88° 20' 21" East 9.60 feet; thence S 1° 43' 47" East and parallel with said Westerly line 110.40 feet; thence S 43° 16' 13" West 13.58 feet to the Southeast corner of said lot; thence S 43° 21' 21" West 8.48 feet; thence S 88° 20' 21" West and parallel with the Northerly right-of-way line of said West Schlinger Avenue 49.56 feet; thence N 1° 43' 47" West to said Northerly line 6.00 feet to the Point of Beginning of this description. Tax Key No. 416-9998-000.

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 Common Council of the City of West Allis 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.
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 landscaping will consist of grass, trees and low growing shrubs.
6. The parking stall encroachment will consist of five (5) stalls approximately 8½ feet wide by 18 feet deep. Cars that are parked in the parking stalls shall not extend into the street at any time.
7. City to plow as if curb is in place. Grantee(s) is responsible for clearing snow in designated parking stalls as a result of the City's snow plowing activities.
8. No snow storage in designated parking areas. Snow storage shall be located in designated landscape areas by Grantee(s).
9. Plans and specifications of any repair/alterations being performed in the public right-of-way for which this privilege is granted, other than the landscaping and parking stalls as provided

herein, shall require submission to, and final approval of, the City Engineer of the City of West Allis.

10. 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. The insurance certificate 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.

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

12. 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.

13. 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, WI, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF WEST ALLIS

BY: \_\_\_\_\_  
Dan Devine, Mayor

BY: \_\_\_\_\_  
Paul M. Ziehler  
CAO, City Clerk/Treasurer

ACCEPTED BY:  
PREMIER PROPERTY INVESTMENTS LLC

BY: Lorinda Koput  
Lorinda Koput, Member

Date: 10/7/08

Approved as to form this 14 day  
of Nov, 20 08.

[Signature]  
City Attorney

C/Encrprimajor-Premier Property Investments LLC