

**PRIVILEGE FOR ENCROACHMENT
(MAJOR)**

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

Z's Bar, LLC (Registered Agent, David Zarate), owner(s) of property located at 6309-6311 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 a canvas canopy supported by a metal frame and a mansard roof extending and encroaching two feet over the public sidewalk the full width of said building on that portion of the right-of-way on West National Avenue adjoining Lot 2 of Liberty Heights subdivision, Block 5, being a subdivision of the Northeast $\frac{1}{4}$ 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 Northwest corner of said Lot 2; thence Northwesterly, 2.00 feet; thence Northeasterly, 13.00 feet, parallel with South right-of-way line of West National Avenue; thence Northwesterly, 7.00 feet, at right angle to the said right-of-way line; thence Northeasterly, 12.00 feet, parallel with said South right-of-way line; thence Southeasterly, 7.00 feet, at right angle; thence Northeasterly, 21.86 feet, parallel with said South right-of-way line; thence Southeasterly, 2.00 feet to the Northeast corner of said Lot 2 and South right-of-way line of West National Avenue; thence Southwesterly, 46.86 feet, along the said right-of-way line to the Point of Beginning of this description.

Tax Key No. 454-0093-000.

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. No part of the canopy shall extend over the sidewalk below a height of eight feet; and the supporting up-rights shall be a minimum one foot three inches from the face of the curb.

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

A. The canopy shall be nine feet wide.

B. The canopy shall be rigidly anchored to the building.

C. The projecting canopy shall be supported within the public right-of-way by a single, rigid, up-right ornamental column at each end.

D. The canopy shall be constructed of fire-resistant materials.

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

F. The ornamental columns shall be two sided, with each side being 8 inches in width. One side shall be parallel to the curb and the other at a right angle.

7. No part of the mansard roof shall extend over the sidewalk below a height of twenty two feet; and no part of the mansard roof shall extend farther from the face of the building than two feet over the public right-of-way of West National Avenue.

8. The mansard roof consisting of aluminum shingles over metal framing shall be constructed and maintained in a manner to safeguard the public and shall specifically comply with the West Allis Municipal Code as required.

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

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 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.

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, Wisconsin, this 18 day of Dec., 2015.

CITY OF WEST ALLIS

BY: Dan Devine
Dan Devine, Mayor

Approved as to form this 18 day
of Dec., 2015.

[Signature]
City Attorney

BY: Monica Schultz
Monica Schultz, City Clerk

ACCEPTED BY:
Z'S BAR, LLC

By: David Zarate
David Zarate, Registered Agent

Date: 11-20-15