

VILLAGE OF BUTLER
12621 West Hampton Avenue
Butler, Wisconsin 53007
(262) 783-2525

SECTION 6-2-19 AND/OR SECTION 13-1-96

FEE: \$50.00

No. _____

**APPLICATION FOR PERMIT TO PAVE OR ALTER PORTIONS OF
VILLAGE RIGHT-OF-WAY OR TO CONSTRUCT ENCROACHMENTS
THEREON, PURSUANT TO SECTIONS 6-2-19 AND/OR 13-1-96
OF THE MUNICIPAL CODE.**

Name of Applicant _____

Location _____

Telephone _____

Email _____

Mailing Address _____

(If different
from above) _____

If corporation or partnership, give names and addresses of officers/partners:

Name and Title (if applicable)

Address

Nature of use of buildings (if any) on non-right-of-way portion of premises:

APPLICATION FOR PERMIT TO PAVE OR ALTER

PORTIONS OF VILLAGE RIGHT-OF-WAY

Exact description of proposed paving, alteration or encroachment (attach scale drawing with dimensions of lot or lots involved, the right-of-way portion of same, and the proposed location of paving, alteration or encroachment).

Are you also requesting permission to park on the right-of-way? _____

The undersigned, as Applicant, herewith applies for a permit to pave or alter certain portions of the public right-of-ways of the Village of Butler, or to construct encroachments thereon, as described above, and as consideration for the granting of said permit by the Village Board, further agrees to the following terms and conditions, all pursuant to Sections 6-2-19 and/or 13-1-96 of the Municipal Code of Ordinances and as it may be amended in the future. By this Agreement, the Village retains all rights in the land which is the subject of this Agreement (including the continuation of the status of such land as part of the public right-of-ways of the Village) except as may be expressly provided herein. The Village expressly retains the right to use or permit others to use the right-of-way for utility purposes. Whenever such right-of-ways are used for utility purposes, there shall be no obligation on the part of the Village or any Municipal utility to restore the area of work or installation beyond backfilling it to grade.

1. Indemnification. The Applicant agrees to be liable for, and to hold the Village harmless from, all damages which occur during the progress of the construction of any paving, alteration or encroachment or which subsequently results from said construction. The Applicant further agrees to be liable for, and to hold the Village harmless from, all damages which result from either the existence or the maintenance of the paving, alteration or encroachment.
2. The Applicant agrees to indemnify and hold harmless the Village, its agents or employees, for any claim arising from the use of such right-of-way, including any costs and attorney fees associated with such claim. This obligation shall be assumed by any subsequent transferee of the premises abutting the Village land.
3. Maintenance. The Applicant further agrees to construct and maintain the paving, alteration or encroachment exactly as described in this Application for Permit, and also in accordance with the ordinances, rules and regulations of the Village, and to perform and complete all work thereon to the satisfaction of the Village including replacing any damaged surface and shall restripe or repaint markings as may be necessary to facilitate an orderly use of all parking spaces developed.
4. Parallel Parking. The Village shall not enforce any parallel parking obstructions which may impede angle parking unless a duly enacted ordinance restricts parallel parking and appropriate signage is installed. The Village will consider the enactment of such restrictions at the request of Applicant, but any signage installed shall not be at the expense of the Village and shall conform to all state recommended standards. In the event that the Village enacts any restrictions regarding parallel parking, it shall have an unrestricted right to repeal or modify such restrictions without any consent by the Applicant.
5. Parking Procedure. All vehicles parked in parking spaces created with Village land shall conform to the parking markings and shall not extend beyond the curb edge on the outside of the street.

6. Consideration. The Applicant shall not have to pay any monetary consideration to the Village for the permission granted herein, but must grant the public permission to utilize any parking space created by incorporation of Village land.
7. The Applicant further agrees to observe any additional special limitations which are imposed by the Village Board as a condition of granting the permit requested in this Application for Permit.
8. Enforcement Costs. In the event that the Applicant does not comply with any provisions of this Agreement, the Village may terminate this Agreement at will upon ten (10) days written notice. Within thirty (30) days following receipt of such notice, Applicant shall thereupon restore the above-described right of way area by removing any parking surface regardless of material and installing grass or landscaping to the Village land in a manner acceptable to the village as approved by the Director of Public Works. Applicant further agrees to pay any attorney fees incurred by the Village associated with the seeking of compliance with this Agreement.
9. Recording of Agreement. This Agreement shall be prepared and recorded at the expense of the Applicant.

Termination. The Applicant further agrees that any permit granted is terminable at will by the Village Board whenever the Village Board determines that it is in the public interest that the paving, alteration or encroachment be removed from the public right-of-way, in whole or in part; or allow the area to remain in the paved or altered condition, but no longer allow parking on the paved or altered area. In the event of termination, the Applicant agrees to promptly remove, at his own expense, the paving, alteration or encroachment, and to restore the public right-of-way as nearly as practicable to its former condition in a manner acceptable to the Village as approved by the Director of Public Works, if the Village Board determines that the area should be so restored.

APPLICANT

Name

Authorized Representative/Title

Date

STATE OF WISCONSIN)
) ^{SS}
WAUKESHA COUNTY)

Personally came before me, this ____ day of _____, 20 __,
the above named _____
to me known to be the person(s) who executed the foregoing instrument and
acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

VILLAGE OF BUTLER

Village President

ATTEST:

Village Clerk

Date