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December 19, 2007

HAND DELIVERED

JEAN NATALE, CITY CLERK
CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

Re: Oliveira, 37 Rocky Glen Road

Dear Ms. Natale:

This office represents Mr. & Mrs. Oliveira, the owner of premises known as 37 Rocky Glen Road, Danbury, Connecticut. It has come to my client's attention that a portion of the wall encroached upon the City of Danbury road right of way. At the suggestion of the Corporation Counsel's office, my client would like to request the Common Council to grant an easement to her permitting her to maintain these encroachments.

Enclosed please find an "Encroachment Easement" which is in the process of being reviewed by the Corporation Counsel's office and the Engineering Department. Please authorize Mayor Boughton to sign this easement.

Please place this matter on the next agenda of the Common Council.

Very truly yours,



Americo S. Ventura

ASV/cmd
Encl.
Cc: Laszlo L. Pinter

ENCROACHMENT AGREEMENT

WHEREAS, JAIRO OLIVEIRA and CARLA S. OLIVEIRA, (hereinafter referred to as the "Owners") as the Owners of a home located on Lot No. 37R on Rocky Glen Road, Danbury, CT as shown on a certain map, dated December 13, 2005, and which map is on file in the office of the Town Clerk of Danbury as map no. 12229; and

WHEREAS, said owners have constructed a stonewall which partially encroaches on real property owned by the City of Danbury; but which stonewall is not located on the traveled portion of Rock Glen Road; and

WHEREAS, the owners desire to have said stonewall remain in its current location; and

WHEREAS, the City of Danbury is agreeable to said stonewall remaining in its current location subject to the terms and conditions of this agreement;

NOW THEREFORE, it is agreed by and between the parties as follows:

1. The City of Danbury hereby agrees that the stonewall may remain in its current location provided all of the terms and conditions of this Agreement are complied with by the Owners.
2. The Owners agree to be totally and completely responsible for the maintenance and repair of said stonewall.
3. The Owners agree to hold harmless the City of Danbury from any claim of damages to persons or property which might be made against the City of Danbury by any person, Firm or Corporation in the event that a vehicle of any sort collides with such stone wall regardless of whether or not there was any negligence or reckless conduct on the part of any person driving a vehicle.
4. The City of Danbury shall have no responsibility whatsoever to repair any damage done to said wall.

- 5. The Owners agree to maintain a Homeowner's Liability insurance policy with a limit of no less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Throughout the life of this Agreement insurance certificates shall be filed with the City on an annual basis, stating the limits of liability and the expiration date of the policy. Further, renewal certificates shall be filed with the City not less than ten (10) days before the expiration of any such policy.
- 6. In the event that the City of Danbury elects to increase the size of the public highway or widen the paved portion of the public highway then and in such event, the Owner will cause said stonewall to be removed.
- 7. In the event that Owners fail to comply with the terms of this Agreement, then and in such event, upon ninety-days written notice to the Owners, the Owners shall be obligated to remove said stonewall from property owned by the City of Danbury.
- 8. This Agreement shall be binding upon the heirs, successors and assigns of the parties.
- 9. Throughout this Agreement, the term "City of Danbury" shall include not only the City of Danbury, a municipal corporation organized under the laws of the State of Connecticut, but also its' servants, agents, officers, employees and contractors.

In witness whereof, the parties to these presents have hereunto set their hands and seals this _____ day of December 2007.

 JAIRO OLIVEIRA

 CARLA S. OLIVEIRA

