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Honorable Mark Boughton
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mr. Mayor,

As you may know, I am a new resident but and old fan of Danbury, CT!

Having lived most of my life in the Greater Danbury area, I am happy to finally have a Danbury, CT mailing address. Within the next month, I will be moving from a residence in Ridgefield to one of the nicest areas of the City, Candlewood Lake.

My downsizing provides challenges as well as opportunities. One of which is to find a new sites for two outdoor steel sculptures by local artist David Boyajian (www.sculpturebarn.com) . I have attached pictures for your review.

As you may also know, professionally and personally, I am very committed to the revival of downtown Danbury and so, I would like to offer these pieces on loan to the City for at least one (1) year. I propose to work with appropriate City departments in the month of May to place the sculptures in the downtown Special Services District to beautify CityCenter. I will happily assume installation costs.

I hope that my offer meets with your approval and I can work with the City to make the most of this very exciting personal transition in enhancing the commitment to the work I do professionally.

Very Sincerely Yours,



Andrea Gartner
16 Hayestown Road #3203
Danbury, CT 06811

**LICENSE AGREEMENT
Downtown Sculptures**

THIS AGREEMENT is made this ___ day of May 2011, by and between the CITY OF DANBURY, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, having offices located at 155 Deer Hill Avenue (hereinafter "CITY") and ANDREA GARTNER, of the City of Danbury, County of Fairfield and State of Connecticut, (hereinafter "LICENSEE"):

WHEREAS, the CITY is owner of sidewalk and adjacent rights of way, in downtown Danbury, Connecticut; and

WHEREAS, the LICENSEE wishes to beautify with the placement of sculptures and maintain said property in accordance with the approval as granted by the Danbury City Council on May 3, 2011, and subject to the terms and conditions provided for herein.

WITNESSETH

Section 1. The Property. The CITY hereby grants a license in favor of the LICENSEE, for the consideration of the mutual promises contained herein, to utilize the premises identified on Exhibit A and to use the same for display of sculptures.

The LICENSEE specifically acknowledges that she understands that there are two locations for placement, each denoted by reference in Exhibit A to be determined and attached hereto. The LICENSEE further specifically acknowledges that she must obtain approval of the City Engineer prior to undertaking any work, whether maintenance or beautification or otherwise, within said areas.

Section 2. Hold Harmless. The LICENSEE agrees to assume responsibility and liability for any and all injury to or death of any and all persons, including the LICENSEE's agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with the LICENSEE'S use of the premises, whether caused by the LICENSEE or the LICENSEE'S agents, servants or employees, and the LICENSEE shall indemnify and hold the City and its agents, servants and employees harmless from and against any and all loss and/or expense which they may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, death and/or damage, including reasonable attorney's fees. The LICENSEE, if requested, shall assume and defend at the LICENSEE'S own expense, any suit, action or other legal proceedings arising therefrom, and the LICENSEE hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the City arising therefrom.

Section 3. Improvements. Said LICENSEE must obtain all necessary prior approval for the placement or erection of structures or fixtures or other use of said property including and beyond that specifically authorized herein.

Section 4. General. Said LICENSEE further covenants with the CITY that it will commit no waste on the premises, nor suffer the same to be committed thereon, nor injure or misuse the same, and also that it will not assign or sublicense the premises in any manner, but will deliver the premises to the CITY at the request of said CITY immediately upon notice from the city of a violation of any of the aforesaid conditions.

Section 5. Termination.

Either party may terminate this license, without cause, at any time, upon seven (7) days written notice.

Section 6. Notices.

All notices required or permitted under this license shall be in writing and shall be deemed sufficiently served if delivered by Registered or certified Mail, with return receipt requested; or delivered personally and addressed as follows:

For the CITY:

Office of the Corporation Counsel
155 Deer Hill Avenue
Danbury, Connecticut 06810

For the LICENSEE:

Ms. Andrea Gartner
16 Hayestown Road, #3203
Danbury, Connecticut 06810

Section 7. Entire Agreement. This license contains the final and entire agreement between the parties hereto with respect to the transaction contemplated herein and is intended to be an integration of all prior and current negotiations and understandings between the parties with respect thereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, not contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this _____ day of May 2011.

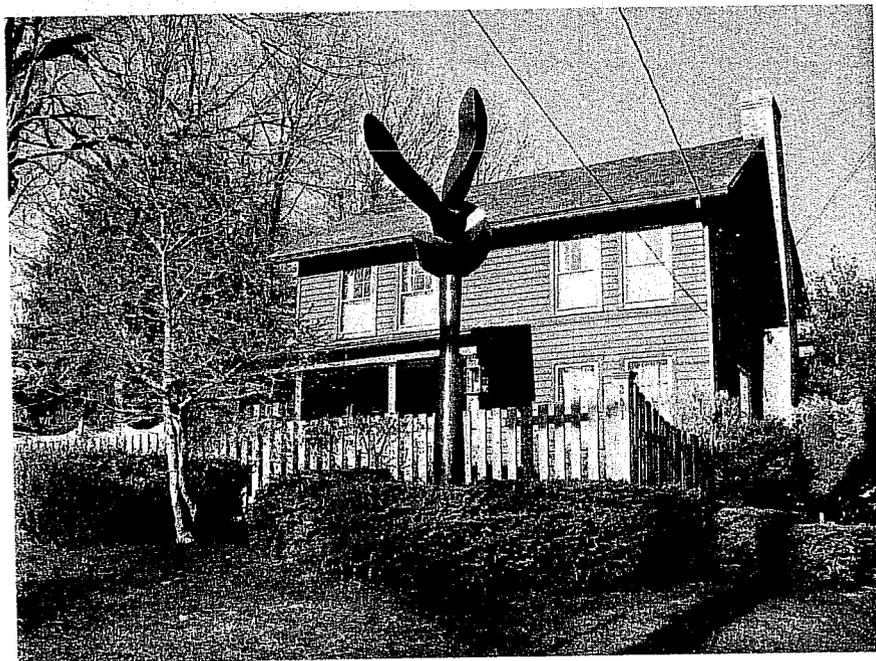
Signed, sealed and delivered
In the presence of:

CITY OF DANBURY

By: _____
Mark D. Boughton, Mayor

By: _____
Andrea Gartner

Seed Form II



Family Tree

