



CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

(203) 797-4518
(203) 796-8043 FAX

PLEASE REPLY TO:

July 25, 2006

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

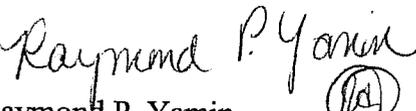
Re: Library Place Parking Garage:
License Agreements for First Portuguese Speaking Baptist
Church of Danbury, Inc.

Dear Mayor and Council:

During the City's construction of the Library Place Parking Garage, it will be necessary for the City to provide continued access to the First Portuguese Speaking Baptist Church of Danbury, Inc., for ingress and egress and for their own construction needs. To that end, we have prepared two License Agreements to allow them such access onto property the City acquired from the Church but from which they would otherwise be cut off during the garage's construction.

Accordingly, we respectfully request that you authorize the Mayor to execute the attached License Agreements. Please feel free to give us a call should you have any questions.

Very truly yours,


Raymond P. Yamin
Associate Corporation Counsel

RPY:la
Attachments

(rear)

LICENSE

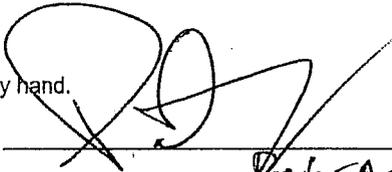
KNOW ALL MEN BY THESE PRESENTS that the **City of Danbury**, a municipal corporation located in the County of Fairfield and organized and existing under and by virtue of the laws of the State of Connecticut (hereinafter the "Licensor"), for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration received to its full satisfaction of **First Portuguese Speaking Baptist Church of Danbury, Inc.**, a Connecticut corporation with offices at 234 Main Street, Danbury, CT 06810 (hereinafter the "Licensee"), does hereby grant to the Licensee a temporary license for the purpose of pedestrian ingress and egress over the premises described in Exhibit A attached hereto (the "License Area"), and for the purpose of making construction renovations and/or additions to the Licensee's premises known as 234 Main Street, Danbury, CT 06810, provided the same do not permanently obstruct or encroach upon the License Area, unless specifically agreed to in writing by the Licensor. Licensor hereby specifically agrees to permit the Licensee to construct a ramp for handicapped pedestrian access extending from the rear of the Licensee's building at 234 Main Street onto the License Area, provided that the exact size and location of same shall first be approved by the Licensor in writing, and shall not interfere with the Licensor's proposed Parking Garage and related improvements to be constructed adjacent to 234 Main Street. Said license shall be personal to the Licensee, its successors and/or assigns, and may be utilized by the Licensee's agents, servants, employees, parishioners and invitees of its premises known as 234 Main Street, Danbury, CT 06810. Said license is revocable by the Licensor at any time upon five (5) days' prior written notice. If not sooner revoked, said license shall terminate upon the conveyance by the Licensor to the Licensee of a permanent easement for ingress and egress, and to maintain and/or replace the said handicapped access ramp over an area which is substantially the same as the License Area.

The Licensee shall indemnify and hold the Licensor harmless from any and all liability arising out of Licensee's utilization of any of the aforesaid license rights, including but not limited to liability for injuries or deaths sustained or loss of property as a result of maintenance, construction or repair work on 234 Main Street, except to the extent that any such liability arises from acts or omissions of the Licensor. All contractors conducting work on the License Area shall be licensed and insured, and shall name the Licensor as an additional insured at the time of any such work. In case any suit arising from Licensee's utilization of its license rights shall be brought against Licensor on account of any such loss, damage, injury or death, the Licensee agrees at its own expense to assume the defense thereof and to pay any and all judgments

STATE OF CONNECTICUT)
) ss. Danbury
COUNTY OF FAIRFIELD)

On this the 20th day of July, 2006, before me, the undersigned officer, personally appeared, *Pastor Ophir DeBarra*, who acknowledged himself to be the *Pastor* of the First Portuguese Speaking Baptist Church of Danbury, Inc., a Connecticut corporation, and that he, as such *Pastor*, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

In Witness whereof I hereunto set my hand.



Notary Public
My Commission expires *Comm. of Re Suppl.*

EXHIBIT A

(passway)

LICENSE

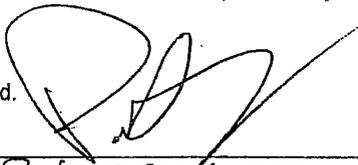
KNOW ALL MEN BY THESE PRESENTS that the **City of Danbury**, a municipal corporation located in the County of Fairfield and organized and existing under and by virtue of the laws of the State of Connecticut (hereinafter the "Licensor"), for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration received to its full satisfaction of **First Portuguese Speaking Baptist Church of Danbury, Inc.**, a Connecticut corporation with offices at 234 Main Street, Danbury, CT 06810 (hereinafter the "Licensee"), does hereby grant to the Licensee a temporary license for the purpose of pedestrian ingress and egress over the premises described in Exhibit A attached hereto (the "License Area"), and for the purpose of making construction renovations and/or additions to the Licensee's premises known as 234 Main Street, Danbury, CT 06810, provided the same do not permanently obstruct or encroach upon the License Area, unless specifically agreed to in writing by the Licensor. Said license shall be personal to the Licensee, its successors and/or assigns, and may be utilized by the Licensee's agents, servants, employees, parishioners and invitees of its premises known as 234 Main Street, Danbury, CT 06810. Said license is revocable by the Licensor at any time upon five (5) days' prior written notice. If not sooner revoked, said license shall terminate upon the conveyance by the Licensor to the Licensee of a permanent easement for ingress and egress over an area which is substantially the same as the License Area.

The Licensee shall indemnify and hold the Licensor harmless from any and all liability arising out of Licensee's utilization of any of the aforesaid license rights, including but not limited to liability for injuries or deaths sustained or loss of property as a result of maintenance, construction or repair work on 234 Main Street, except to the extent that any such liability arises from acts or omissions of the Licensor. All contractors conducting work on the License Area shall be licensed and insured, and shall name the Licensor as an additional insured at the time of any such work. In case any suit arising from Licensee's utilization of its license rights shall be brought against Licensor on account of any such loss, damage, injury or death, the Licensee agrees at its own expense to assume the defense thereof and to pay any and all judgments recovered against the Licensor, or costs incurred by it on account of any such suit; provided, however, that in case any suit be brought against Licensor for any such loss, damage, injury or death, Licensor - providing it has been served with proper summons - shall give notice in writing of any such suit and of such service to Licensee in order that Licensee may make a proper defense.

STATE OF CONNECTICUT)
) ss. Danbury
COUNTY OF FAIRFIELD)

On this the 20th day of July, 2006, before me, the undersigned officer, personally appeared, Pastor Ophir De Barros, who acknowledged himself to be the Pastor of the First Portuguese Speaking Baptist Church of Danbury, Inc., a Connecticut corporation, and that he, as such Pastor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

In Witness whereof I hereunto set my hand.



Peter A. S. Gahno
Notary Public
My Commission expires Sept of 2011

EXHIBIT A