

INDEMNITY – HOLD HARMLESS AGREEMENT

I / We, _____, (the "OWNER(S)"), shall indemnify and hold harmless the TOWN OF WESTPORT (the "TOWN"), its agents, servants, representatives, and employees from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property, arising out of the plantings and/or the presence of materials and/or equipment installed within the Town's right of way along the property described in the deed filed in the Town Clerk's Office in Volume _____, Page _____, and as described on Map _____, and more commonly known as, _____.

Such equipment and materials include, but are not limited to, belgium block, cobble stone, flag stone, blue stone, granite, concrete aprons and/or curbing, sprinkler systems, subsurface electrical fences and plantings including but not limited to trees, shrubs and/or bushes and ground coverings (hereinafter "encroachment(s)").

OWNER shall be responsible for maintaining the aforementioned encroachment(s) in a safe condition at all times. The OWNER also agrees that any damages to the land or property of the TOWN caused by the construction, maintenance or removal of said encroachment(s) will be corrected and restored to the condition substantially equal to that existing at the time just prior to the time such damages occurred. If it is determined that said encroachment(s) is not maintained and creates a public nuisance or safety hazard, the TOWN may require the removal of said encroachment(s) in its entirety at the property owner's expense.

The TOWN reserves the right to require the removal of said encroachment(s) at any time if it is determined that said encroachment(s) impedes the TOWN'S general maintenance of the roadway and the associated right-of-way and if it impedes the installation, restoration, and/or maintenance of any public improvement including, but not limited to, sewer systems, storm drainage systems and all of their associated appurtenances.

The covenants and conditions outlined on this document shall be binding on all heirs, successors, assigns and subsequent purchasers of the above described property. This Agreement shall be placed on the land records of the TOWN.

Dated and signed this _____ day of _____, 20____.

WITNESSES

GRANTOR(S)

STATE OF CONNECTICUT:

: ss: Westport, Connecticut 20____.

COUNTY OF FAIRFIELD :

Personally appeared _____, signer(s), and sealer(s) of the foregoing instrument, and acknowledged the same to be his/her/their free act and deed, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

Encroachment(s) Approved Administratively by:

Authorized Town Agent