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| TYPE OF RECORD: | PERMANENT |
| CATEGORY OF RECORD: | REVOCABLE PERMIT |
| NAME OF PROPERTY OWNER OR GRANTOR: | SAND CLIFF COURT HOMEOWNER'S ASSOCIATION |
| PURPOSE: | LICENSE AGREEMENT TO CONSTRUCT 6-FOOT PRIVACY FENCE ALONG EASEMENT |
| ADDRESS: | SAND CLIFF COURT SUBDIVISION, TRACT 3 |
| CITY DEPARTMENT: | PUBLIC WORKS AND PLANNING |
| YEAR: | 2000 |
| EXPIRATION: | NONE |
| DESTRUCTION: | NONE |

1945400 04/07/00 0205PM
MONIKA TOOD CLK&REC MESA COUNTY CO
REG FEE \$15.00

LICENSE AND AGREEMENT

The City of Grand Junction, Grantor, whose address is 250 N. 5th Street, Grand Junction, CO, 81501, pursuant to the City Charter, which allows the City Council to issue a permit for the use of a public easement under certain conditions, does hereby issue to the Sand Cliff Court Homeowner's Association, Grantee, whose address is 395A Sand Cliff Court, Grand Junction, Colorado 81503, a Revocable License for the use of Grantee to construct a fence, on, along, over, under, through and across the following described parcel of land, to wit:

Tract B, Sand Cliff Court Subdivision as recorded in plat book 15, page 252, Mesa County Recorder, adjacent to Lot 1 of said subdivision, as noted on the City approved Site Plan in file no. FP-96-135,

as depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

The City has been dedicated a 10' Utility, Drainage, Pedestrian, and Equestrian easement along the aforescribed property. Grantee desires to construct a 6-foot privacy fence along said easement. By acceptance of this License and Agreement, Grantor agrees to allow Grantee to construct said fence, pursuant to the provisions below, so long as the fence is entirely removable.

Grantee, and its successors and assigns may enter upon said premises with workers and equipment, for the sole purpose to construct, maintain, repair, and replace, a 6-foot removable privacy fence, approximately 75-feet in length upon said Easement, subject to the terms and conditions contained herein.

1. The City retains its continuing right to be exercised with 30-day notice, if practicable; if an emergency occurs, less than 30 days may be necessary to remove the fence so that the City may obtain vehicular access through the easement area. Grantee agrees that the work and act of installing, maintaining and repairing said privacy fence and related appurtenances shall be performed with due care using workmanlike standards and techniques. Any damage to landscaping materials during City's exercise of its rights according to this agreement, shall not be the responsibility of the City.
2. Grantee shall construct the fence using sleeved posts so that it is easily removable. The fence shall be located within the following distances from the 8-foot by 23.5-foot concrete patio for 395A Sand Cliff Court; 2-feet from east side, 1.5-feet from south side continuing northwest and tying into existing wood retaining wall, approximately 6-inches from the southwest corner of the property.
3. Grantee shall be solely responsible for all expenses incurred in erecting and maintaining said fence and posts and shall indemnify and hold the City harmless: for any damage done to any person or property arising out of the placement,

construction, maintenance and use of the use. In addition, Grantee hereby releases the City from any claims for damages or damage or destruction of the fence or posts if due to the City's use of the easement. The City does agree to exercise reasonable care and caution to minimize damage to the fence and posts.

- 4. A fence permit issued from the City of Grand Junction Community Development Department must be obtained before the fence is erected.

Executed and delivered this 6th day of April, 2000.

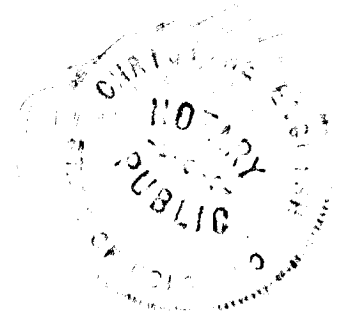
Mark Kleber
City of Grand Junction

State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 6th day of April, 2000, by _____, for the City of Grand Junction.

My commission expires: 2/6/02
Witness my hand and official seal.

Christine English
Notary Public



Executed and delivered this 6 day of April, 2000.

Jack L Bowden
Jack Bowden for Sand Cliff Court Homeowner's Association

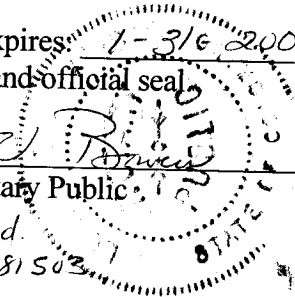
State of Colorado)
)ss.
County of Mesa)

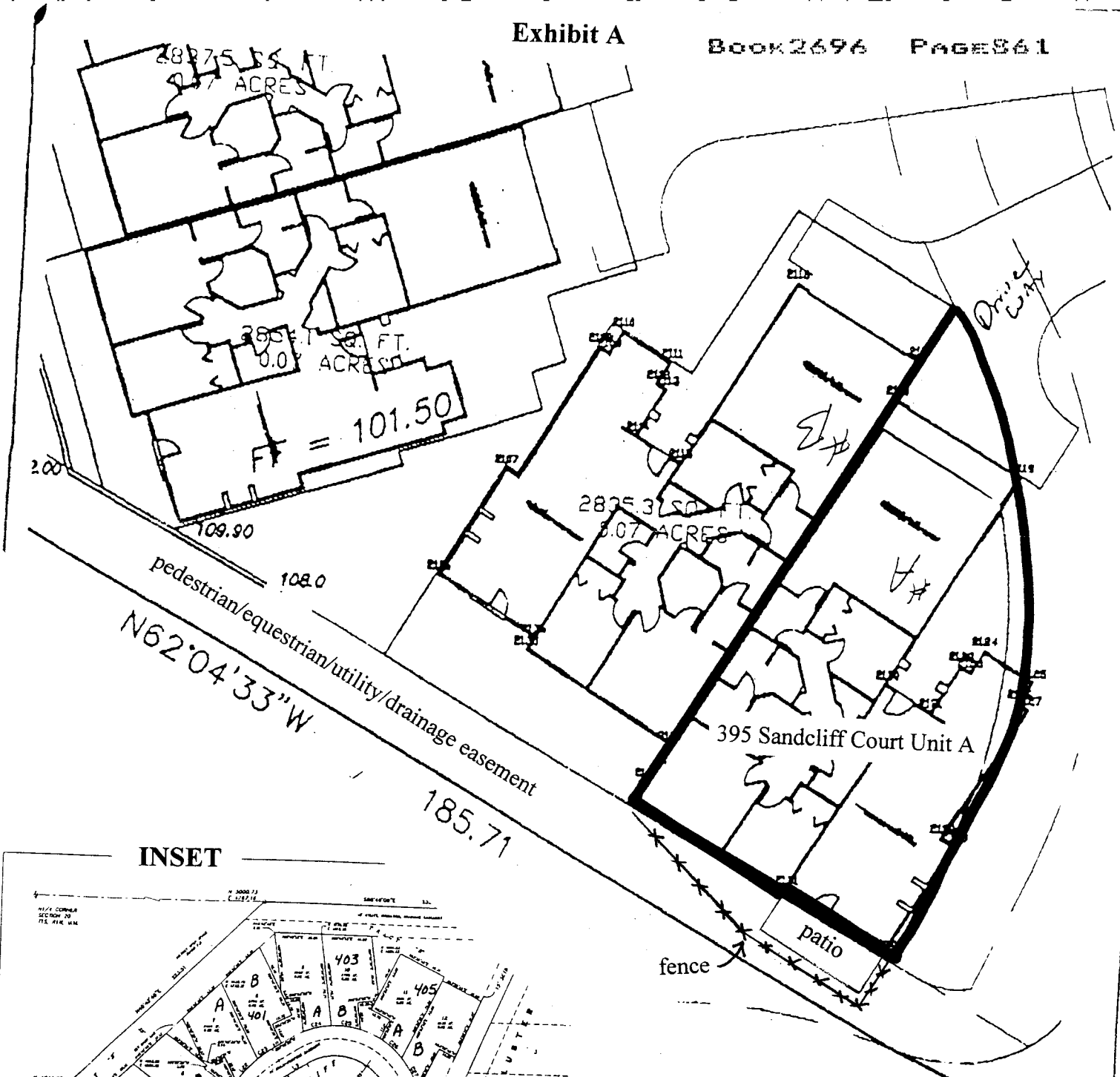
The foregoing instrument was acknowledged before me this 6th day of April, 2000, by Jack Bowden for Sand Cliff Court Homeowner's Association.

My commission expires: 1-31-2001
Witness my hand and official seal

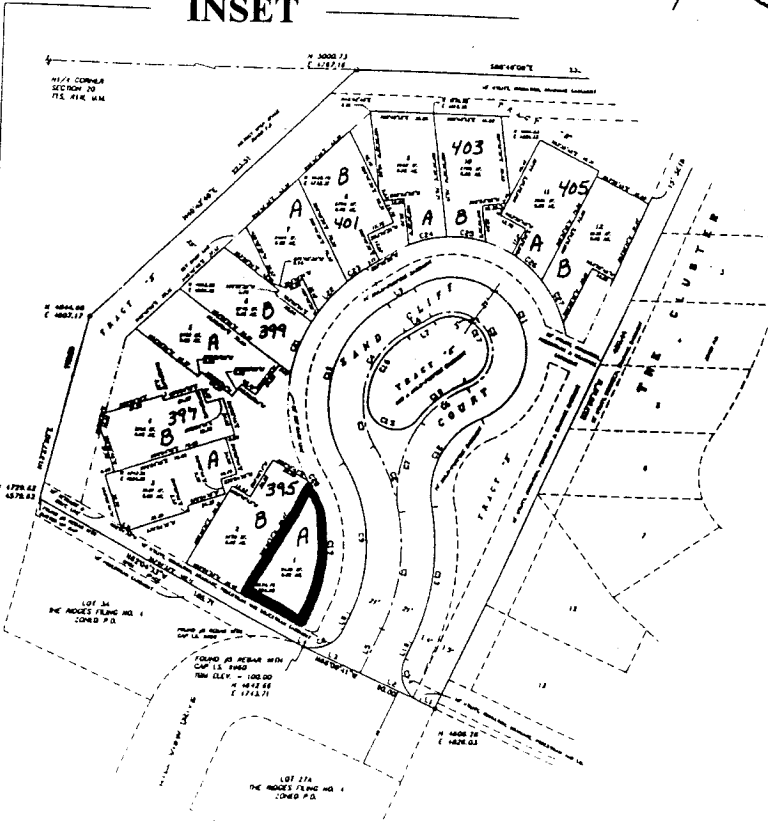
Linda J. Powers
Notary Public

582 Rio Hondo Rd.
Grand Jct. CO 81503





INSET



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