

FEE \$10.00

PERMIT # 10954

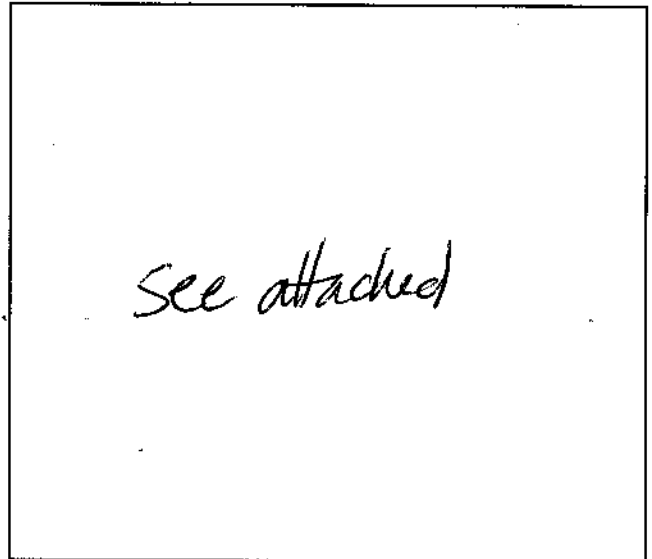


FENCE PERMIT
GRAND JUNCTION COMMUNITY DEVELOPMENT DEPARTMENT

THIS SECTION TO BE COMPLETED BY APPLICANT

PLOT PLAN

PROPERTY ADDRESS 395 Sand Cliff Ct Unit A
TAX SCHEDULE NO 2945-201-45-001
PROPERTY OWNER Jack L. & Mary Helen Bowden
OWNER'S PHONE 970-245-1173
OWNER'S ADDRESS 395 A Sand Cliff Court
CONTRACTOR
CONTRACTOR'S PHONE
CONTRACTOR'S ADDRESS
FENCE MATERIAL Wood (Cedar)
FENCE HEIGHT 6'



Plot plan must show property lines and property dimensions, all easements, all rights-of-way, all structures, all setbacks from property lines, & fence height(s).

THIS SECTION TO BE COMPLETED BY COMMUNITY DEVELOPMENT DEPARTMENT STAFF

ZONE PR-4
SPECIAL CONDITIONS
SETBACKS: Front see letter attached from property line (PL) or
from center of ROW, whichever is greater.
Side from PL Rear from PL

Fences exceeding six feet in height require a separate permit from the City/County Building Department. A fence constructed on a corner lot that extends past the rear of the house along the side yard or abuts an alley requires approval from the City Engineer (Section 5-5-5B of the Grand Junction Zoning and Development Code).

The owner/applicant must correctly identify all property lines, easements, and rights-of-way and ensure the fence is located within the property's boundaries. Covenants, conditions, restrictions, easements and/or rights-of-way may restrict or prohibit the placement of fence(s). The owner/applicant is responsible for compliance with covenants, conditions, and restrictions which may apply. Fences built in easements may be subject to removal at the property owner's sole and absolute expense. Any modification of design and/or material as approved in this fence permit must be approved, in writing, by the Community Development Department Director.

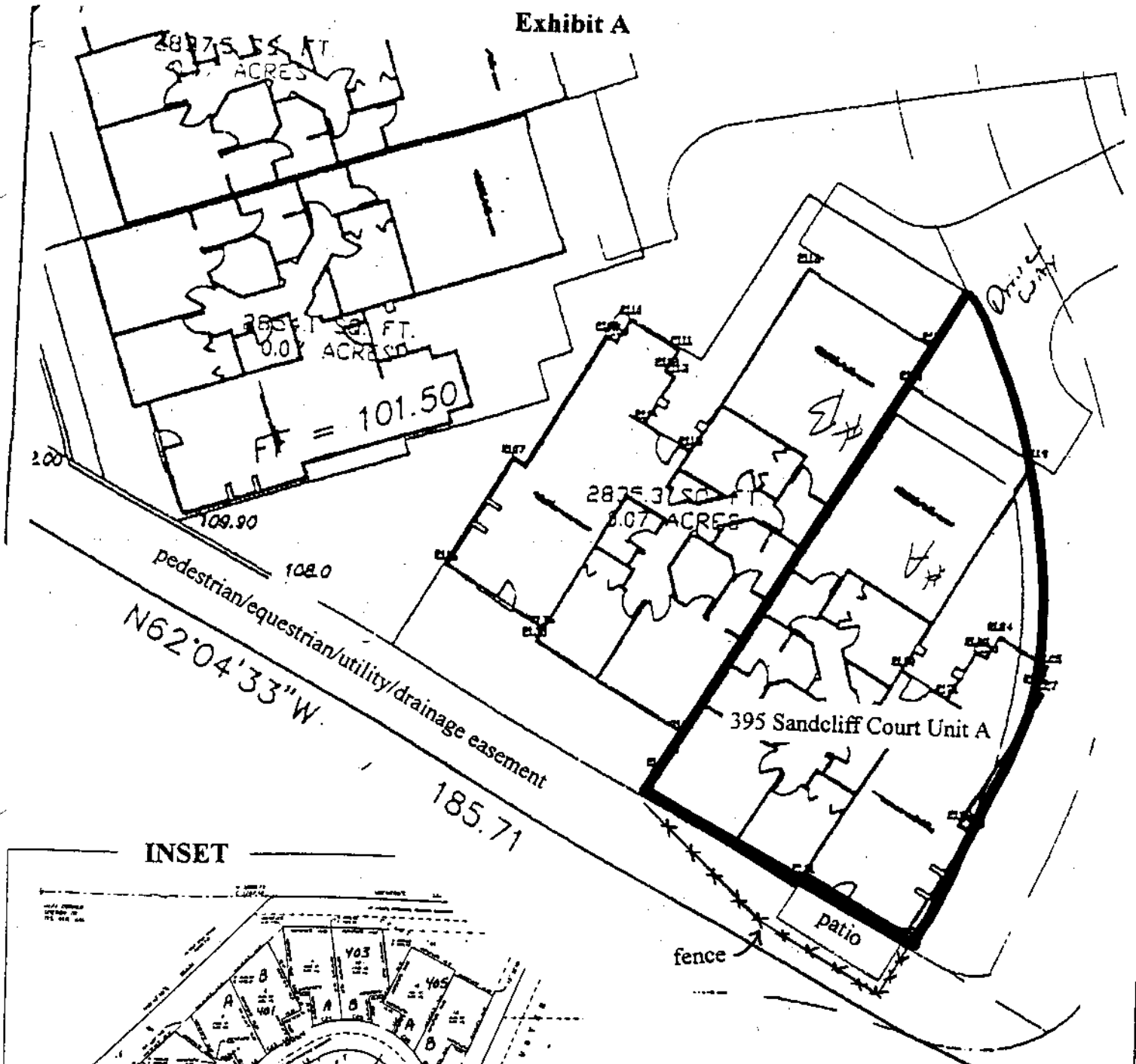
I hereby acknowledge that I have read this application and the information and plot plan are correct; I agree to comply with any and all codes, ordinances, laws, regulations, or restrictions which apply.

I understand that failure to comply shall result in legal action, which may include but not necessarily be limited to removal of the fence(s) at the owner's cost.

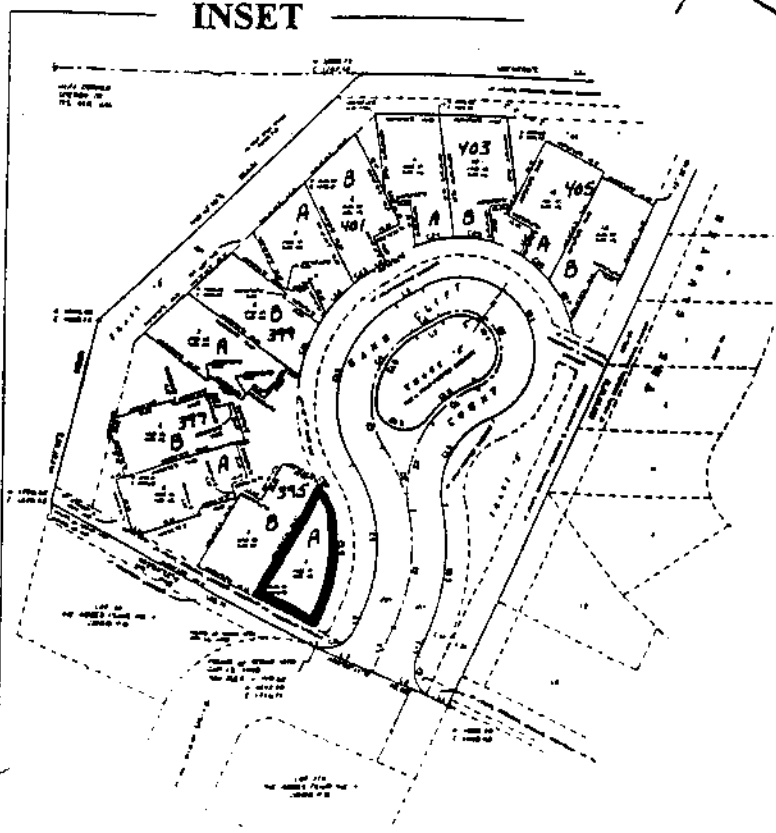
Applicant's Signature Jack L. Bowden Date 4/6/2000
Community Development's Approval Bill Nuhn Date 4.6.2000
City Engineer's Approval (if required) NA Date

VALID FOR SIX MONTHS FROM DATE OF ISSUANCE (Section 9-3-2D Grand Junction Zoning & Development Code)
(White: Planning) (Yellow: Customer) (Pink: Code Enforcement)

Exhibit A



INSET



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,