

**ZONING AMENDMENTS FOR PLANNING AND ZONING COMMISSION
CONSIDERATION AT THEIR MAY 9, 2022 REGULAR MEETING, HELD AT 5:30PM
IN THE CITY COUNCIL CHAMBERS AT CITY HALL. A HEARING WILL BE HELD
ON THIS AMENDMENT AT SAID MEETING.**

**AMENDMENT 2 - REVISION TO ARTICLE 9, SUPPLEMENTAL REGULATIONS,
SEC. 9.04 – FENCES AND WALLS IN SINGLE FAMILY RESIDENTIAL DISTRICTS**

Article 9, Supplemental Regulations, Sec. 9.04 Fences and Walls in Single Family Residential Districts is hereby modified by adding Section 9.04.05 as follows:

Section 9.04.05. Fences, Walls and Structures in Easements.

- A. No fence, wall, retaining wall, entrance feature, structure or vehicle barricade shall be located in an easement recorded for the benefit of the City.
- B. Fences, walls, entrance features, structures and vehicle barricades may be placed in easements containing drainage infrastructure and other utilities, whether above or below ground, only after receiving written permission from the owner of said easement. An owner of an easement shall retain the right to remove any and all fences, walls, retaining walls, entrance features, structures and vehicle barricades within their easement to access and maintain their infrastructure. Any and all costs and reconstruction efforts associated with the replacement of said structures removed from an easement or damage caused by their removal shall be the sole responsibility of and borne entirely by the structure owner.
- C. Prior to a permit being issued by the City, the owner of a proposed fence shall submit a signed and notarized letter to the Building Department stating the following:

“I, the undersigned property owner (“Owner”), understand and agree that I am responsible for any encroachments into any easements (“Easements”) related to the fence or other structure (the “Improvements”) for which I am requesting a permit. I am responsible for making sure that my Improvements do not impair the use of the Easements (i.e. I am responsible for keeping the Easements, Drainage Ways and Drainage Infrastructure clear and free from debris and other obstructions). In the event that the Improvements affect the use or benefit of any Easements, I or my successors in interest will be responsible for moving or removing all or part of the Improvements at my/their sole expense. This could also result in me being held liable for any damages to any other beneficiaries of the Easements. The City expressly denies and does not assume any liability or responsibility for the maintenance of any private easement or for my Improvements. Therefore, I agree to hold the City harmless from any cost or expense related to my Improvement and any encroachments into applicable Easements.

Acknowledged and agreed:

(Signature of Property Owner)

(Printed Name)

(Date)

(Address)

(Notary)”