

May 8, 2024

Re: Westerly Perimeter Neighbor Fence and Irrigation Pipe

Dear Wes and Mandy;

Thank you for your time on the phone last week regarding discussing my constructing a six (6') foot perimeter fiberglass fence for my project between our two properties at our shared property line. This letter will serve as our mutual understanding and agreement that I will accommodate you both in working out a solution for the approximate one hundred foot (100') section of existing fencing to be adjusted between our two properties so it will be consistent with the surveyed boundary and will be constructed in a manner to help keep your livestock from entering the neighboring subdivision/Lots. The cost to construct the perimeter fence, including labor and materials, will be borne by Oconnor Street Properties, LLC.

Also, you understand and agree to both; 1) that the drainage from the detention pond on my property, as shown on the attached exhibit, will be constructed in a manner allowing for easy access for maintenance and repairs to the outlet of the drainage pipe. We will also work with you when we are constructing this section of fence at drainage area so to prevent and protect your livestock from entering into the Deer Creek subdivision and 2) That you are agreeable to our installing the underground pipe (see exhibit) at the end of driveway for delivering your irrigation water. The city will make certain that it is built to current standards for underground irrigation pipe construction methods.

My surveyor will make certain that the final boundary line between our two properties will reflect that the fence will be constructed at least Six (6") to Twelve (12") inches on the east side of my property line. If any damage occurs to any personal property on your property, I will be responsible for replacing that damaged property at my sole cost and expense.

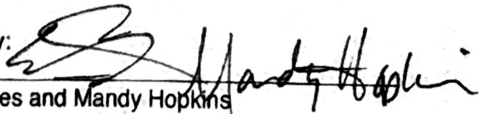
Any other costs related to the new perimeter fence to be constructed and irrigation pipe shall be paid by me alone. You will not be responsible for any of the associated costs including any survey work by my surveyor or for labor and materials to construct the new perimeter fence or irrigation pipe.

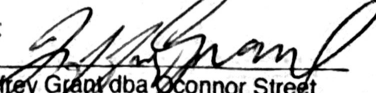
If this agreement is acceptable to you, then please sign and date two (2) copies and mail them both to me at the property address in my e-mail and I will return one signed original to you for your file.

Thank you Wes and Mandy.

Jeffrey Grant
Oconnorstreetproperties@gmail.com
650-283-9271

Agreed to and Dated this 19 day of June, 2024.

By: 
Wes and Mandy Hopkins
(Owners of 782 26 1/2 Rd.
Grand Junction, Co 81506)

By: 
Jeffrey Grant dba Oconnor Street
Properties LLC
(Owner of 780 26 1/2 Rd.
Grand Junction, Co 81506)