



TEMPORARY USE PERMIT

FFA 4-H

Permit Number:

Name: _____

Address/Location of animal _____

Phone: _____

Email: _____

Project Animal _____

Arrival Date: _____ Removal Date: _____
(no earlier than October 1st) (no later than March 31st)

Extension or Modifications

1. Upon written application, the Planning Director may extend the time within which temporary uses may be operated, or may modify the limitations under which such uses may be conducted if the Planning Director determines that such extension or modification is in accord with the purposes of the zoning regulation.

REQUIRED ATTACHMENTS:

1. Submit copies of a site plan
2. Written proof of approval from property owner if required
3. Written proof from FFA/4-H

CONDITIONS OF APPROVAL:

1. Keeping of such animal shall not be permitted in the required front, side and street side yard setback.
2. All animals shall be provided with adequate fence enclosure and water to contain them within the boundaries the boundaries of the owner's property.
3. All excrement produced by said Small or large animals shall be disposed on a regular basis so as to control flies and odor.
4. If the Community Development Department finds and determines that the Permittee or successor-in-interest has not complied or cannot comply with the terms and conditions of the TUP, or the Planning/Building Department determines that the permitted activities constitute a nuisance, the City shall provide Permittee with notice and opportunity to comply with the enforcement or abatement order. If after receipt of the order (1) Permittee fails to comply, and/or (2) Permittee cannot comply with the conditions set forth in the TUP, then the matter shall be referred to the Planning Commission for permit modification, suspension, or termination, or to the appropriate enforcement authority.
5. As between the City and the Permittee, any violation of this permit may be a "nuisance per se". The City may enforce the terms and conditions of this permit in accordance with its Codified Ordinances and/or State law. The provisions of this paragraph shall not apply to any claim of nuisance per se brought by a third party.



6. Permittee shall not be permitted to maintain a "nuisance", which is anything which: (1) is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, and/or (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and/or (3) occurs during or as a result of the approved project.

Indemnification Agreement

Applicant and Owner agree, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Imperial ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul. Any approvals issued in connection with any of the above described application(s) by City. Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding. After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Executed at _____ California on _____, 20 _____

Applicant

Property Owner
(If different from Applicant)

By: Signature: _____
Printed Name _____
Title: _____

By: Signature: _____
Printed Name _____
Title: _____

SIGNATURE:

The undersigned hereby declare and certify that under penalty of perjury that I accept all conditions imposed by the City Council in their approval as outlined above. As the project applicant, I agree to comply with these conditions and all other applicable laws and regulations at all times.

Signature: _____

Date _____

Printed Name: _____

OFFICE USE ONLY BELOW THIS LINE

Permit Issued By: _____ Date _____