



San Juan County Community Development & Planning

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KITCHEN DECOMMISSIONING AGREEMENT

I/WE, _____ the Owner(s) or the Owner’s Designated Representative of the proposed foundation system located on Tax Parcel Number:

_____, as represented in by the Building Permit Application Number:

_____, for the entire structure, and based upon my representation before the San Juan County Development and Planning Department, covenant and agree that:

The subject kitchen area shall be decommissioned by compliance with the following:

1. All installed cooking appliances such as, but not limited to, kitchen ranges, ovens, cook tops shall be removed; and
 - The existing kitchen area shall be modified to be limited to a sink and a counter whose electrical outlets are located:
 - a. Less than 24 inches above the counter; and/or
 - b. Less than 12 inches below the counter or to either side of counter; and/or
 - c. Less than 8 feet of each other.

Where appliances are removed in order to comply with this policy, the resulting alcove area and/or under-counter space created by their removal shall be filled in with additional cabinets, counters, and/or by other permanent construction. All electrical circuits, fuel gas piping, and/or rough plumbing for such removed appliances shall also be removed, be properly terminated/capped, and by permanently disconnected.

A special inspection to verify compliance with this kitchen decommissioning requirements shall be performed by a San Juan County Community Development and Planning inspector. Such inspection shall be performed either prior to or in conjunction with the final inspection of the associated building permit.

Failure to comply with the requirements of this agreement shall cause the final inspection to be withheld until such time as compliance has been determined.

The undersigned further acknowledges and agrees that all risk and liabilities associated with the issuance of this permit; or for any work performed under this permit; is assumed and borne by the permit holder and that the San Juan County shall be held harmless for any construction costs or delays; legal or administrative enforcement actions; or any other damages resulting in action undertaken by the County to insure compliance with all County codes and ordinances.

Owner(s) or Representative Signature *Date*

Owner(s) or Representative Signature *Date*

Legibly Printed Name

Legibly Printed Name