

TAY99MAN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ANTHONY SCOTT TAYLOR AND SHELLY LEEANN TAYLOR

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SIDEWALK DESIGN TO
ACCOMMODATE FENCE DESIGN AT 105 MANTEY HEIGHTS DRIVE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1999

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT serves as a settlement and release of any and all claims, contemplated, made or asserted, arising out of or under construction activities by the City of Grand Junction and/or its employees, agents or contractors occurring on property owned by Anthony Scott Taylor and Shelly Leeann Taylor at 104 Mantey Heights Drive, Grand Junction, Colorado.

Given both the Taylors' and the City's desire to avoid protracted negotiation and/or litigation and in order to accommodate both parties' interests, it is agreed that:

- 1) In exchange for the City accommodating into its design Taylors' stated desire to construct, in the future, a fence on or adjacent to the City sidewalk project, the Taylors do convey any and all required easements and/or rights of way required by the City for construction of the sidewalk, curb and gutter and any other and all necessary or required improvements.
- 2) Taylor may rely on the foundation design for the purposes of constructing a block, brick or other masonry wall or a wood or metal fence, not to exceed 7 feet in height; however, this agreement does not constitute authorization to construct a wall or fence. Fence or wall construction means and methods and any and all cost thereof shall be the sole responsibility of the Taylors.
- 3) This agreement shall not be used by the Taylors or their successors in interest to assert, in support of a fence permit and/or variance application, that the City agrees to construction of a 7-foot wall or fence.
- 4) This agreement does not constitute a permit or authorization to construct a wall or fence.
- 5) A fence permit, planning clearance and/or other approval is required.
- 6) The Taylors or their agent or employee shall commence no fence construction until any and all necessary permit(s) is/are obtained.

The Taylors and the City, together with the consideration of the premises stated in this agreement, the sufficiency of which is acknowledged by the parties, agree that the design drawing attached hereto and incorporated by this reference as if fully set forth shall constitute the approved and accepted design. The Taylors have had an opportunity to review or have reviewed to their satisfaction the design and agree that the design meets or exceeds the Taylors' requirements for future construction. The Taylors for themselves, their heirs, successors and/or assigns do waive any and all direct or consequential damages resulting from or claimed to result from negligent design defects, errors or omissions. While the City has prepared the design to and with generally accepted engineering practices, the City's engineers are not representing the Taylors and no professional relationship is intended nor created. Taylors understand and agree that they are incidental beneficiaries to the engineering work performed by the City.

The consideration recited in this agreement shall be the sole and absolute consideration received by the Taylors for their release of any and all claims arising out of, by, under and/or through the design, construction and installation of a sidewalk, curb and gutter on or near the Taylor property. The Taylors understand and agree that the construction will require removal of trees, shrubs and/or other landscaping and that the consideration recited herein shall be the sole compensation for the same.

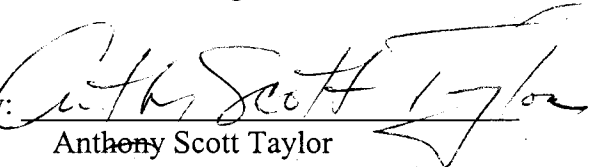
Furthermore, the consideration stated herein shall be the sole consideration of and for the conveyance of each and every easement, slope easement, right of way and/or temporary construction easement over the property required or used by the City for the project.

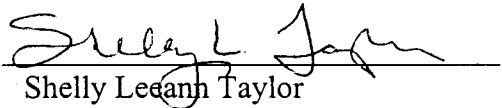
The City, by and through the Director of Public Works and Utilities, recommends and approves of the terms provided for in this agreement and by his signature represents that he is possessed with sufficient authority to bind the City to the terms hereof.

The Taylors, individually and jointly, by and their signatures do approve of the terms provided for in this agreement and by their signatures acknowledge the sufficiency of consideration and that by their respective signatures the Taylors accept the terms of this agreement, each and every one, and express that the agreement represents an unequivocal manifestation of their intent to resolve any and all claims that they have or may have against the City occurring under or arising out of the work and project generally described herein.

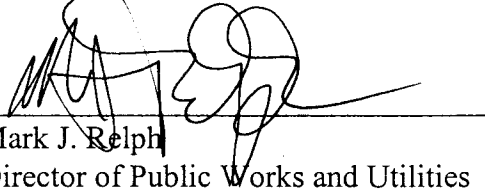
It is further understood and agreed that the foregoing terms, provisions and conditions are not mere recitals but are contractual and shall be construed, interpreted and enforced to give this agreement the full force and effect manifest therefrom.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the 21 day of ~~June~~ *July* 1999.

by: 
Anthony Scott Taylor

by: 
Shelly Leeann Taylor

CITY OF GRAND JUNCTION

by: 
Mark J. Relph
Director of Public Works and Utilities