RECEPTION#: 3123673
4/22/2025 1:55:19 PM, 1 of 8
Recording: $48.00,
Bobbie Gross, Mesa County, CO.
CLERK AND RECORDER

RELEASE OF ADU COVENANT AGREEMENT
City of Grand Junction

This release (Release) relates to the COVENANT AGREEMENT RESTRICTING OCCUPANCY FOR AN ACCESSORY DWELLING UNIT AND PROVIDED FOR ENFORCEMENT CERTAIN TERMS AND CONDITIONS [*sic*] (Agreement) recorded in the records of the Mesa County Clerk and Recorder, reception no. 3116966, which pertains to property owned by Shane Holtz (Owner) at 3010 Bentley Drive, Grand Junction, CO 81504 (Property).

The City of Grand Junction (City) and Owner entered into the Agreement on January 4, 2025. The Agreement imposed certain covenants encumbering the Property. The Agreement provides that the covenants run with the land until released by the City. The covenants were imposed, and the Agreement entered into, in furtherance and as a condition of Owner's participation in the City Housing Department's Accessory Dwelling Unit (ADU) Production Program (Program).

After entering into the Agreement, Owner became determined that it was impracticable for him to complete an ADU and participate in the program. The City agreed to execute this Release and dissolve the Agreement, the covenants and encumbrances arising therefrom.

THEREFORE, by and with execution of this Release, the City does release the Property and the Owner from the covenants created and imposed by the Agreement, which is hereby terminated.

CITY OF GRAND JUNCTION:

Michael P. Bennett
City Manager

ATTEST:

Selestina Sandoval
City Clerk

State of Colorado)
)ss.
County of Mesa)

he foregoing Release was acknowledged before me this 17th day of April 2025, by Michael P. Bennett, City Manager for the City of Grand Junction, Colorado.

My commission expires May 25, 2029.

Witness my hand and official seal.

Jennifer L. Cinquini
Notary Public

JENNIFER L. CINQUINI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084026733
MY COMMISSION EXPIRES MAY 25, 2029

RECEPTION#: 3116966
2/11/2025 8:57:40 AM, 1 of 6
Recording: $38.00,
Bobbie Gross, Mesa County, CO.
CLERK AND RECORDER

ADU Production Program

COVENANT AGREEMENT FORM

RECORDING REQUESTED BY:

City of Grand Junction

AFTER RECORDING, PLEASE MAIL THIS INSTRUMENT TO:

City of Grand Junction

250 North 5th Street

Grand Junction, CO 81501

ATTN: CITY CLERK

COVENANT AGREEMENT RESTRICTING OCCUPANCY FOR AN ACCESSORY DWELLING UNIT AND PROVIDING FOR ENFORCEMENT CERTAIN TERMS AND CONDITIONS

This Covenant Agreement Restricting Occupancy for an Accessory Dwelling Unit ("Agreement') is made and entered in to as of 01/04/2025_("Reference Date"), by and between the City Of Grand Junction, a Colorado Home Rule municipality ("City"), and Shane Holtz the owner of real property ("Owner"), located at 3010 Bentley Dr. Grand Junction, CO 81504_____ ("Property"). Collectively the City and the Owner may be referred to as Parties.

RECITALS

1. Owner owns the Property, which is currently developed with, or will be developed with, a single-family residence. Owner has been approved by the City to construct on the Property an Accessory Dwelling Unit ("ADU") as that term is defined in 21.04.040of Grand Junction Zoning and Development Code ("Code") .

2. Ordinarily certain city Fees, collectively known as Development Impact Fees (Fire, Police, Parks and Transportation), Persigo Wastewater and City Water Plant Investment Fee (PIFs) ("Fees") will be paid by Owner as a condition of the development of an ADU under the Code. Pursuant to this agreement, the Owner may be excused from paying the Fees if the Owner, for a period of **five (5) years**, agrees to limit occupancy of the ADU per the terms of this Agreement and not use any Dwelling Unit on the Property as a short-term rental "a type of lodging wherein a dwelling unit, either in full or in part, is rented to a temporary occupant(s) for monetary consideration for fewer than 30 consecutive days." and commits the ADU to long-term rental.

For owner-occupied (living on the Property) Properties, an additional incentive of up to **$15,000** total including Fee waiver may be included for an additional **two (2) year commitment (7 years total)** to not utilize the and not use any Dwelling Unit on the Property as a short-term rental and commits the ADU to long-term rental.

Owner has reviewed and accepted the terms of this Agreement and has by signing agrees to comply with this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. The City agrees to pay as consideration for the Owner's commitments, and the Owner agrees that the consideration is adequate to support the making and enforcement of the Agreement.

2. AMOUNT OF PAID FEES

The amount of Fees to be waived pursuant to this Agreement, in total, equal to $ FEE AMOUNT $8,830_("PAID Fees") and/or (additional Incentive, if applicable). $ADDITIONAL INCENTIVE AMMOUNT $6,170___

3. EXECUTION AND RECORDATION OF AGREEMENT

Before the City issues a Planning Clearance for an approved ADU and agrees to pay Fees, the Owner must execute and notarize this Agreement. Following Owner's execution and notarization of this Agreement, the City will sign and record the Covenant Agreement in the office of the Mesa County Clerk and Recorder. The Agreement shall touch, concern and affect the Property as described in ExhibitA and shall be a covenant that runs with the land until released by the City.

4.The Agreement shall begin upon the issuance of a Planning Clearance for the ADU and have a term of __7 (seven)_____years from the date of a Certificate of Occupancy for the ADU ("Commencement Date") and ending on the _7th__ (seventh) anniversary of the Commencement Date, unless the Parties hereto mutually terminate the Agreement earlier as provided in Section 8 ("Term").

5. EARLY TERMINATION OF THIS AGREEMENT

Owner may terminate this Agreement at any time by providing a signed written termination notice to the City and pay a termination fee in the following amounts: (1) twenty percent (20%) of the Total Paid Fees and any additional incentive; plus, (2) an additional 20 percent (20%) of the Paid Fees for each full or partial year left in the Term ('Termination Fee").

The following example illustrates the operation of the preceding paragraph where the paid Fees total $15,000, and Owner terminates the Agreement with two years left in the original five-year term. In this example, the Termination Fee would be $9000. The $9,000 is computed as follows: (1) $3000 representing 20% of the Waived Fees; and (2) $6,000 representing: (i) 20% of the paid Impact Fees; multiplied by two full or partial years left on the original five-year term.

6. SALE OR TRANSFER OF TITLE

If the Property is voluntarily or involuntarily transferred or sold, the Owner must pay the Termination Fee at time of transfer or sale closing or the successor to the Owner must execute and record to the City's satisfaction a new Covenant Agreement for the remaining days/months/years. A Covenant Agreement must be executed by the new Owner and submitted to the City on terms determined by and to the City's satisfaction.

In accordance with City Code the City has a right to be paid all Fees and Extra Incentive disbursed, committed, or paid by the City for or on behalf of the Owner for the ADU, and penalties for Termination/default of any condition of this Covenant Agreement. In the event of Termination, the value of all Fees and Additional Incentive, Termination Fee, all as defined, described and made applicable by this Covenant, the Agreement and/or Ordinance and/or Resolution of the City, together with costs of collection, shall constitute a perpetual real estate lien equivalent to general property taxes.

7. DELIVERY OF OCCUPANCY CERTIFICATION FORMS AND LEASE MATERIALS TO CITY; ADDITIONAL REPORTS

(A) Within ten (10) calendar days of the date of having an initial occupant, the Owner shall provide the City (1) a fully executed long-term lease, and (2) the Occupancy Certification Forms executed by the Owner, along with any documentation provided in conjunction with the forms; and,

(B) Within ten (10) calendar days of an Annual Certification Date following an initial occupancy, the owner shall provide the City with the following (1) a copy of an executed lease for the ADU; and (2) the complete Occupancy Certification Forms executed by the Owner, along with any certification documentation provided in conjunction with those forms.

(C) The City shall keep the Occupancy Certification Forms in confidence to the extent permitted by law.

8. VIOLATIONS AND REMEDIES

(A) The Parties agree that each remedy allowed by this Agreement and the Code is a cumulative remedy and is not exclusive of any other remedy available pursuant to this Agreement, the Code or other legal authority.

(B) Owner agrees that: (1) a violation of this Agreement also constitutes both a permit violation and a Code violation for purposes of the Grand Junction Municipal Code; and (2) any violation of this Agreement may also be enforced through

the issuance of administrative citation(s) in accordance with the Grand Junction Municipal Code.

(C) For purposes of this paragraph an "Event of Default" occurs if the City notifies the Owner of a violation of this Agreement and the Owner does not fully cure the violation within ten (10) calendar days following the date of the notice, or if such a cure cannot be accomplished with diligent action within ten (10) days, within no more than sixty (60) days. If an Event of Default occurs, the City may provide written notice to the Owner that the City is terminating the Agreement and requiring the Owner to pay the City the full termination fee provided in Section 5, with a penalty of twenty percent (20%) of the paid Impact Fees ("Termination Fee and Penalty"). Until the Termination Fee and Penalty are fully paid, no use of the ADU may occur. Each day on which a use of the ADU is made, prior to payment of the Termination Fee and Penalty shall also constitute both a permit violation and a code violation.

9. ADDITIONAL TERMS

(A) The Owner shall not permit occupancy of the ADU in a manner not in compliance with Grand Junction Municipal Code or adopted Building, Fire or other life safety and/or health code.

(8) The Owner shall assure that any occupancy of the ADU occurs in a manner that satisfies all applicable laws.

10. NOTICES

Any notices pursuant to this Agreement shall be in writing and sent (i) by an established express delivery service which maintains delivery records, (ii) by hand delivery, by United States Post first class mail, postage prepaid; or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City: City of Grand Junction
Attn: Housing Manager
250 N 5th Street
Grand Junction, Co. 81501

To Owner: Shane Holtz
3010 Bentley Dr.
Grand Junction, CO 81504

City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land and shall bind all successors in title to the property. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or any covenants or restrictions contained in this Agreement whether such covenants or restrictions are set forth in such contract, or deed.

(A) No waiver of any nature, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such condition or of any breach, or a waiver of any other condition or breach of any other term of this Agreement.

(B) The following Exhibits are attached and incorporated herein by this reference:

Exhibit A: Legal Description of Property

"CITY"

City of Grand Junction

BY: _____

Mike Bennettt, City Manager

"OWNER"

Shane Holtz

BY: _____

ATTEST:

_____

Selestina Sandoval, City Clerk

KERRY GRAVES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214013283
MY COMMISSION EXPIRES APRIL 7, 2025

State of Colorado)
)ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this 23rd day of January, 2024, by Shane, David, Holtz,

My commission expires: April 7, 2025
Witness my hand and official seal.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE City of Grand Junction
COUNTY OF, Mesa AND IS DESCRIBED AS FOLLOWS:

RECEPTION#: 3014872, at 1/6/2022 8:26:35 AM, 10 of 12
Recording: $68.00, Tina Peters, Mesa County, CO. CLERK AND RECORDER

Exhibit "A" Legal Description

LOT 4 IN BLOCK 3 OF FAIRCLOUD SUBDIVISION, FILING NO. 2, COUNTY OF MESA, STATE OF COLORADO.

APN: 2943-042-66-010