RECEPTION#: 3175807
11/12/2026 3:08:42 PM, 1 of 8
Recording: $43.00,
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 into as of 10/20/2026 ("Reference Date"), by and between the City of Grand Junction, a Colorado Home Rule municipality ("City"), and Dezerai Hays, the owner of real property ("Owner"), located at 2256 Gunnison Ave ("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 21.04.040 of 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 [redacted], 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 as "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."

3. The Owner agrees to fully construct the ADU within one-calendar year from the issuance of the Planning Clearance.

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 **$7,852.18** ("PAID Fees")

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 Exhibit A and shall be a covenant that runs with the land until released by the City.

The Agreement shall begin upon the issuance of a Planning Clearance for the ADU, have a term of **twelve (12) months** from the issuance of the Planning Clearance to complete construction and have issued a Certificate of Occupancy , and have a term of **(five)** years from the date of a Certificate of Occupancy for the ADU ("Commencement Date") and ending on the (**fifth) (5th) anniversary** of the Commencement Date, unless the Parties hereto mutually terminate the Agreement earlier as provided in Section 8 ("Term").

4. EARLY TERMINATION OF THIS AGREEMENT

Owner may terminate this Agreement at any time by providing a signed written termination notice to the City and paying a Termination Fee, calculated as ((Termination Fee equal to 20% of the total incentive + (total incentive/total term years)x remaining term years)).

The following example illustrates how the Termination Fee is calculated:
If the total incentive paid to the Owner was $15,000, and the Owner terminates the Agreement with three full or partial years remaining in the original seven-year term, the Termination Fee would be $9,428.57.
This is calculated as follows:
(1) $3,000, representing 20% of the $15,000 incentive; plus
(2) $6,428.57, representing the prorated amount for the remaining term:
$15,000 ÷ 7 years = $2,142.86 per year
$2,142.86 × 3 years = $6,428.57

5. 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

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.

**6.** 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.

**7.** 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.

**8.** 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.

**9.** 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: [redacted]

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

"OWNER" Name: Desarai Hays

BY: (Owner Signature) _____

Date: 10/27/26

Notary Public

State of Colorado

County of Mesa

The foregoing Agreement was acknowledged before me this 27th day of October, 2026, by Desarai Hays

My commission expires: 10/25/2027

Witness my hand and official seal.

_____

LESLIE L LARKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954015385
MY COMMISSION EXPIRES 10/25/2027

"CITY"
City of Grand Junction

BY: _____ ATTEST: _____

Mike Bennett, City Manager

Selestina Sandoval, City Clerk

**EXHIBIT A**

MESA COUNTY

Brent Goff, Assessor
Real Property Record
P.O. Box 20,000
544 Rood Avenue
Grand Junction, CO 81502

Full Color Print

**Property Information** *(Report Date: 10/27/2026)*

| | |
|---|---|
| Parcel Number: | 2945-131-03-018 |
| Account Number: | R061758 |
| **Property Use:** | **Residential** |
| Location Address: | 2256 GUNNISON AVE<br>GRAND JUNCTION, CO 81501 |
| Mailing Address: | 3163 SADDLE GULCH DR<br>GRAND JUNCTION, CO 81504 |
| Owner Name(s): | HAYS DEZARAI M |
| Joint Owner | HAYS TRAVIS M |
| Neighborhood: | Mesa Gardens Sub (11.24) |
| Associated Parcel: | N/A |
| Approx. Latitude: | 39.073588 |
| Approx. Longitude: | -108.538630 |




**Legal Description**

LOT 4 BLK 11 MESA GARDENS SUB SEC 13 1S 1W UM

**Tax Information**

| Year | Property Code | Land Actual | Improvements Actual | Total Actual | Total Assessed (School) | Total Assessed (Non-School) | TAC Code | Mill Levy (School) | Mill Levy (Non-School) | Total Mill Levy | Water Assessment | Property Tax & Water |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2026 | 1112, 1212 | $90,000 | $209,440 | $299,440 | $21,120 | $18,330 | 10101 | 42.2180 | 24.8190 | **67.0370** | $0.00 | ***$1,346.58** |
| 2025 | 1112, 1212 | $90,000 | $209,440 | $299,440 | $21,120 | $18,720 | 10101 | 42.2180 | 24.8190 | 67.0370 | $0.00 | $1,356.26 |
| 2024 | 1112, 1212 | $68,260 | $155,980 | $224,240 | N/A | $15,020 | 10101 | N/A | N/A | 71.1310 | $0.00 | $1,068.39 |

***Current estimated tax is using previous year's Mill Levy (Mill Levy determined in December of current year)**

See Tax Bill

**Taxing Authority Detail**

| Year | Agency Name | Agency Abbrev. | TAC Code | Mill Levy | Total (Assessed) | Tax Per Agency |
|---|---|---|---|---|---|---|
| 2026 | CITY OF GRAND JUNCTION | GRJCT | 10101 | 8.0000 | $18,330 | $146.64 |
| 2026 | COLORADO RIVER WATER CONSERVATION | COLRW | 10101 | 0.5020 | $18,330 | $9.20 |
| 2026 | COUNTY - DEVELOP DISABLED | MCCCB | 10101 | 0.2190 | $18,330 | $4.01 |
| 2026 | COUNTY CAPITAL EXPEND (INACTIVE) | MCCAP | 10101 | 0.0000 | $18,330 | $0.00 |
| 2026 | COUNTY GENERAL FUND | MCGF | 10101 | 8.3130 | $18,330 | $152.38 |
| 2026 | COUNTY LEASE-PURCHASE JAIL (INACTIVE) | MCLP | 10101 | 0.0000 | $18,330 | $0.00 |
| 2026 | COUNTY ROAD & BRIDGE-1/2 LEVY | MCRBS | 10101 | 0.1370 | $18,330 | $2.51 |
| 2026 | COUNTY TRANSLATOR TV FUND | MCTV | 10101 | 0.0280 | $18,330 | $0.51 |
| 2026 | GRAND RIVER MOSQUITO CTRL | GRMCD | 10101 | 1.1820 | $18,330 | $21.67 |
| 2026 | GRAND VALLEY DRAINAGE DIST | GVDD | 10101 | 1.6710 | $18,330 | $30.63 |
| 2026 | LIBRARY DISTRICT | LIBR | 10101 | 2.9440 | $18,330 | $53.96 |
| 2026 | MESA CNTY ROAD & BRIDGE-GRAND JCT | GJRB | 10101 | 0.1370 | $18,330 | $2.51 |
| 2026 | MESA COUNTY | MCCNT | 10101 | 0.0000 | $18,330 | $0.00 |
| 2026 | SCHOOL DIST# 51 2004 OVERID | SD51O06 | 10101 | 1.3270 | $21,120 | $28.03 |
| 2026 | SCHOOL DIST# 51 2017 OVERRIDE | SD51O_17 | 10101 | 0.0000 | $21,120 | $0.00 |
| 2026 | SCHOOL DIST# 51 2024 OVERRIDE | SD51O_24 | 10101 | 2.1570 | $21,120 | $45.56 |
| 2026 | SCHOOL DIST# 51 BOND | SD51B | 10101 | 9.4760 | $21,120 | $200.13 |
| 2026 | SCHOOL DIST# 51 GENERAL | SD51 | 10101 | 27.1260 | $21,120 | $572.90 |
| 2026 | SCHOOL DIST# 51 OVERRIDE 96 | SD51O | 10101 | 2.1320 | $21,120 | $45.03 |
| 2026 | SOCIAL SERVICES | MCSS | 10101 | 1.6860 | $18,330 | $30.90 |
| | Tax Authority Contact Information | | Total Mill: | 67.0370 | Total Tax: | *$1,346.58 |

## Sales & Conveyance Information **

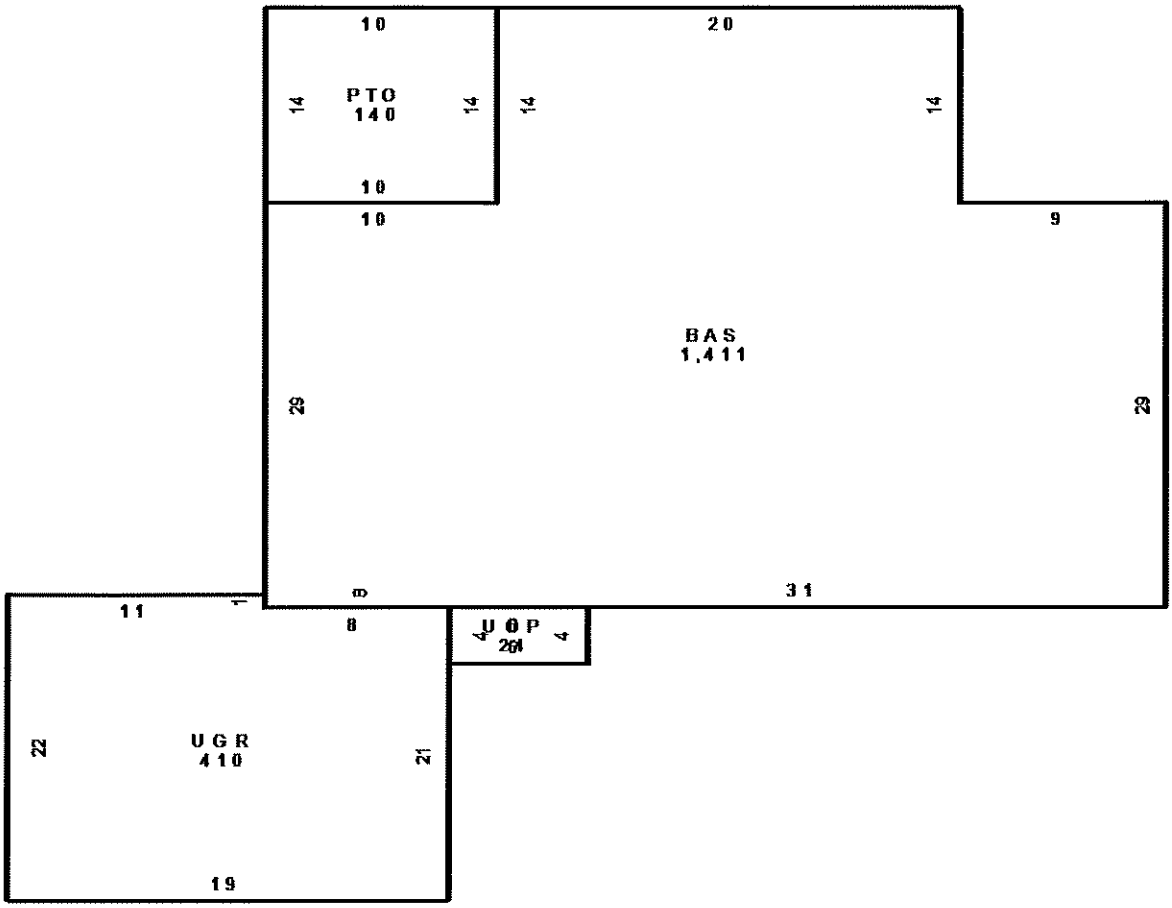
| Date | Price | Reception Number (Click for Recorded Document) | Document Type |
|---|---|---|---|
| 8/3/2026 | $200,000.00 | 3166491 | Warranty Deed JT |
| 8/3/2026 | $0.00 | 3166490 | SUPPL_AFF |
| 8/3/2026 | $0.00 | 3166489 | SUPPL_AFF |
| 4/3/2026 | $0.00 | 3155052 | DEATH_CERT |
| 12/12/2025 | $0.00 | 3145362 | DEATH_CERT |
| 12/12/2025 | $0.00 | 3145361 | BENE_DEED |
| 4/11/2008 | $0.00 | 2434494 | Warranty Deed JT |
| 4/9/2008 | $201,000.00 | 2434492 | Warranty Deed |
| 12/30/2003 | $133,000.00 | 2171176 | Warranty Deed |
| 2/28/2002 | $0.00 | 2042948 | Quit Claim Deed |
| 11/20/1998 | $89,000.00 | 1877064 | Warranty Deed JT |
| 10/22/1992 | $0.00 | 1618707 | QCD JT |
| 3/9/1990 | $54,000.00 | 1537346 | Warranty Deed JT |
| | | Search Clerk Records | Document Type Descriptions |

## Land Description

| Property Use Code | Property Use Type | Units |
|---|---|---|
| 1112 | SINGLE FAMILY RESIDENTIAL LAND | 1 |
| | **Approximate Acres: 0.18** *(Acreage is approximate and should not be used in lieu of Legal Documents)* | |

## Building Sketch 1 of 1

## Building Sketch 1




- Base Area(BAS) = 1411 sq.ft.
- Patio(PTO) = 140 sq.ft.
- Unfin Open Porch(UOP) = 24 sq.ft.
- Unfinished Garage(UGR) = 410 sq.ft.

| | | | |
|---|---|---|---|
| Building ID | R061758RES1.1777302168398 | Heat Fuel: | GAS |
| Model Description: | Residential | Heated SQ. FT.: | 1411 |
| Building Use: | SFR & TOWNHOUSE (1212) | Air Conditioning: | ROOF TOP AIR |
| Units: | 1 | Frame: | WOOD FRAME |
| Arch Desc: | RANCH | Interior Wall: | DRYWALL |
| Quality: | AVERAGE | Exterior Wall: | ALUM/VINYL SID |
| Actual Year Built: | 1956 | Roof Cover: | ASPH/COMP SHNGL |
| Effective Year Built: | 1979 | Roof Structure: | GABLE OR HIP |
| Rooms: | 6 | Style: | SFR |
| Bedrooms: | 3 | Stories: | 1 |
| Bathrooms: | 1 1/2 BATH | Comm. Wall Height: | N/A |
| Heat Type: | FORCED AIR HEAT | Comm. Fixtures: | N/A |

**Miscellaneous Building Information**

| Year Built | Miscellaneous Description | Length (ft.) | Width (ft.) | Units or Sq. Ft. |
|---|---|---|---|---|
| 1956 | FIREPLACE | 0 | 0 | 1.00 |

Miscellaneous items above are not tied to a specific building

**Historical Information**

For accessibility assistance with any part of this website, including but not limited to any documents on this website, please visit the **Mesa County ADA Compliance web page** for contact information.