

CONSTRUCTION, MAINTENANCE AND EASEMENT AGREEMENT

THIS CONSTRUCTION, MAINTENANCE AND EASEMENT AGREEMENT (the "Agreement") is made July 25, 2025, and is between **The Seasons at Tiara Rado Homeowners' Association**, a Colorado non-profit corporation (the "Association"), whose legal address is 477 Seasons Dr., Grand Junction, CO 81507, and the undersigned owner(s) of the below indicated properties, whose addresses are the addresses of the indicated properties, unless specifically identified elsewhere (collectively the "Owners")(hereinafter collectively referred to as the "Parties").

RECITALS

A. The Association is the community association for the common interest community known as the Seasons at Tiara Rado created, operated and managed pursuant to that certain Amended Declaration of Covenants, Conditions, Restrictions and Easements for the Master Subdivision of the Seasons at Tiara Rado recorded at Reception No. 2661562 in the records of the Mesa County Clerk and Recorder (the "Clerk"), as amended and supplemented (the "Declaration").

B. The Owners are the owners of the below identified real properties, legally described as Lots 9 through 14, inclusive, The Seasons at Tiara Rado Filing No. 1, according to the plat thereof recorded in the records of the Clerk at Reception No. 1541184 (the "Properties").

C. The Properties are subject to the Declaration as well as that certain Declaration of Covenants, Conditions, Restrictions and Easements of the Seasons at Tiara Rado recorded in the records of the Clerk at Reception No. 1541190, as amended (the "Filing No. 1 Declaration").

D. That certain amendment to the Declaration and the Filing No. 1 Declaration, recorded or to be recorded in the records of the Clerk, was recently approved by the Association's membership as provided therein, for the purpose of providing for the repair, replacement and ongoing maintenance of the Perimeter Fence, as defined therein, by the Association on certain terms and conditions (the "Amendment").

E. To further support the Amendment, the Parties have made this Agreement.

NOW THEREFORE, for and in consideration of the recitals above, the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties hereby agree as follows:

1. **Grant of Easement.** The Owners grant and convey to the Association a perpetual, non-exclusive easement on, over, under, across, and through the Properties, including ingress and egress to the Properties by the Association and its agents, contractors, and representatives, along with appropriate tools and equipment, for purposes of the demolition, construction, repair, replacement, and ongoing maintenance of the Perimeter Fence (the "Easement").

2. **Attorneys' Fees and Costs.** Should it become necessary for either of the Parties to enforce or interpret the terms and conditions of this Agreement through the commencement of any legal proceeding, the Parties hereby agree that the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including attorneys' fees and costs for any appeal.

3. **Venue & Jurisdiction.** The Parties hereby agree that the exclusive venue for any suit, action or proceeding for the enforcement of the obligations created under this Agreement, including mediation, shall be the courts in and for Mesa County, State of Colorado.

4. **Governing Law.** This Agreement shall be construed, interpreted, and enforce in accordance with the laws of the State of Colorado.

