

EASEMENT AGREEMENT

This agreement is hereby made and entered into this 30th day of July 2025, by and between the City of Grand Junction, a Colorado home-rule municipality ("City"), whose legal address is 250 N. 5th Street, Grand Junction, CO 81501; and JRKros Enterprises LLC, a Colorado Limited Liability Company whose address is 3462 G Road, Clifton, CO 81520 ("JRKros"); the City and JRKros shall be referred to collectively as "the Parties".

Recitals

A. The City owns certain real property ("Property") located in the City of Grand Junction, County of Mesa, State of Colorado, described as follows:

LOT 4, GRAND VIEW COMMONS SUBDIVISION, AS PER PLAT RECORDED
SEPTEMBER 24, 2024 UNDER RECEPTION NO. 3105054, COUNTY OF
MESA, STATE OF COLORADO.

B. The City acquired the Property by warranty deed dated January 9, 2025, Mesa County reception no. 3114329. The City intends to use the Property to facilitate the development of affordable housing. In furtherance of this intent, the City has agreed to construct and install certain infrastructure improvements to serve the Property.

C. JRKros owns a parcel of property immediately to the north of the Property ("Brass Rail Property"). The Brass Rail Property shares the eastern 259 feet, approximately, of its southern boundary with the western 259 feet, approximately, of the Property's northern boundary. The remainder of the Property's northern boundary is adjacent to City-owned public right-of-way.

D. The necessary infrastructure serving the property that the City will construct includes a storm sewer running parallel to the northern border of the Property. The storm sewer will run through the public right-of-way and the southern portion of the Brass Rail Property.

E. To facilitate the construction and maintenance of the portion of the storm sewer to be located on the Brass Rail Property, the City requires an easement. JRKros has agreed to grant the necessary easement subject to the terms and conditions of this Easement Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and consideration from the City to JRKros in the amount of \$7500 (seven thousand five hundred dollars), together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. JRKros hereby grants and conveys to the City a perpetual, non-exclusive easement on, over, under, across, and through the Brass Rail Property as described in **Exhibit A** and depicted in **Exhibit B** ("Easement"). The exhibits are attached hereto and incorporated herein by this reference.

2. Purpose of the Easement. The Easement shall be only for the purposes of construction, operation, maintenance, repair, and replacement of a storm sewer, together with the right of ingress and egress.

3. JRKros's Use of the Easement. JKRos reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that JRKros hereby covenants with the City that the Easement shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of JRKros or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement.

4. The City's Obligations Regarding Construction of the Storm Sewer.

- a. The City shall remove the degraded (potholed and alligatored) asphalt adjacent to the western edge of the Brass Rail Property in the 28 Road right-of-way. A new asphalt surface will be provided from the edge of 28 Road to approximately the property line along the entire property frontage. Competent asphalt areas may just be overlaid with asphalt.
- b. The City shall repair surface damage that occurs to the Brass Rail Property parking lot that is a direct consequence of the construction. The City and JRKros have documented the condition of the asphalt in the parking lot and agree that i) it is in average condition with some cracking which has been crack filled; ii) to limit construction related damage the City will direct the contractor to the extent reasonably possible to use equipment that may minimize damage to the asphalt, and iii) in the event the asphalt is damaged that any cut(s) and/or patch(es) will restore the asphalt to a serviceable condition equivalent to or better than the condition prior to construction.

- c. The City shall ensure that access to the Brass Rail Property from the 28 Road right-of-way is reasonably preserved throughout construction and shall conspicuously post a sign(s) indicating that the Brass Rail tavern ("Business") on the Brass Rail Property is open.
- d. JRKros understands and agrees that the construction on the Brass Rail property will be for approximately two weeks. The City and the contractor will regularly communicate with JRKros regarding the schedule and make the best effort to limit the disruption to the parking lot.
- e. The City shall ensure that the approximately four-inch PVC storm-drain pipe in the rear of the Business is connected to the storm sewer that the City is constructing.
- f. The spoils pipe shall be located on the south side of the area excavated for the new storm drain, unless this is rendered impossible by the location of overhead powerlines in the immediate vicinity.
- g. Barriers (e.g., cones) shall be placed along the excavation site to prevent customers of the Business from accessing the site.

5. 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.

6. 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.

7. Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the City of Grand Junction State of Colorado.

8. Authority. The Parties to this Agreement represent that they have the full power and authority to enter into and perform under this Agreement and to bind their principals.

9. Further Assurances. The Parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

10. Severability. In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed and given effect as if such invalid or illegal or unenforceable term or provision had never been contained herein. Upon such determination that any term or provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to sever the invalid, illegal, or unenforceable term or provision and modify this Agreement so as to give effect to the original intent of the Parties as closely as possible so that the transactions, agreements, covenants and obligations contemplated herein are consummated as originally intended to the fullest extent possible.

11. Entire Agreement. This Agreement supersedes any and all other agreements either oral or written, express or implied, between the Parties with respect to the matters contained herein and contains all of the covenants and agreements between the Parties with respect thereto. This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

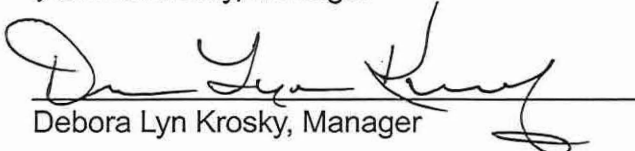
12. Binding Effect. The covenants, agreements, and obligations contained in this agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties, and their respective successors, assigns, heirs, and representatives.

13. General Warranty. JRKros hereby warrants the title to the Brass Rail Property subject to the statutory exceptions of C.R.S. § 38-30-113.

IN WITNESS WHEREOF, this Agreement is hereby made effective as of the date set forth above.

JRKros Enterprises LLC, a Colorado Limited Liability Company

By: 
John R. Krosky, Manager

By: 
Debora Lyn Krosky, Manager

State of Colorado)

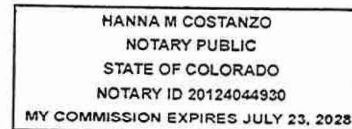
)ss.

County of Mesa)

The foregoing instrument was acknowledged before me this 30 day of July, 2025 by John R., Krosky, as Manager of JRKros Enterprises LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.


Notary Public



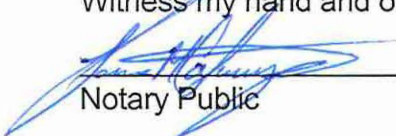
State of Colorado)

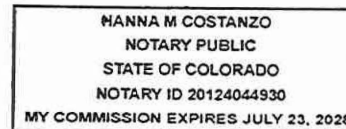
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County of Mesa)

The foregoing instrument was acknowledged before me this 30 day of July, 2025 by Debora Lyn Krosky, as Manager of JRKros Enterprises LLC, a Colorado Limited Liability Company.


Witness my hand and official seal.


Notary Public



The City of Grand Junction, a Colorado Home-Rule Municipality

By:


Michael P. Bennett
City Manager

State of Colorado)

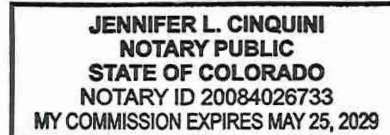
)ss.

County of Mesa)

The foregoing instrument was acknowledged before me this 30th day of July, 2025 by Michael P. Bennett, as City Manager of the City of Grand Junction, a Colorado Home-Rule Municipality.

Witness my hand and official seal.

Jennifer L. Cinquini
Notary Public



Easement description

A parcel of land situated in the NW1/4 of the NW1/4 of Section 18, Township 1 South, Range 1 East, of the Ute Meridian, City of Grand Junction, Mesa County, Colorado, described as:

The south 20.00 feet of the parcel described in Reception No. 2860673, being the same area described as the 20' Niagara Village HOA easement in Reception No. 1735582 and the 20' Fruitvale Sanitation District Easement in Reception No. 1736464, more particularly described as:

Beginning at the NW corner of Lot 4, Grand View Commons Subdivision, whence the NE corner of said Lot 4 bears S89°49'36"E as a basis of bearings.

Running thence N89°49'36"W 20.00 feet to the easterly right-of-way of 28 Road as described in Reception No. 698883, thence north along said easterly right-of-way N00°01'25"E 20.00 feet; thence S89°49'36"E 280.00 feet to the east line of said Reception No. 2860673 being the westerly right-of-way of Gunnison Avenue as described in Reception No. 1395438, thence along said Gunnison Avenue right-of-way S00°00'56"W 20.00 feet to the north line of said Lot 4, thence along said north line of Lot 4 N89°49'36"W 260.00 feet to the NW corner of said Lot 4 and the Point of Beginning.

Parcel contains 5600 square feet.

Description prepared by:
Alexandre B. Lheritier, PLS 38464
City of Grand Junction
244 N. 7th Street
Grand Junction, CO 81501



EXHIBIT A

EASEMENT EXHIBIT

476 28 Road, Grand Junction, CO 81501
NW1/4NW1/4 Section 18, Township 1 South,
Range 1 East, Ute Meridian
Mesa County, Colorado

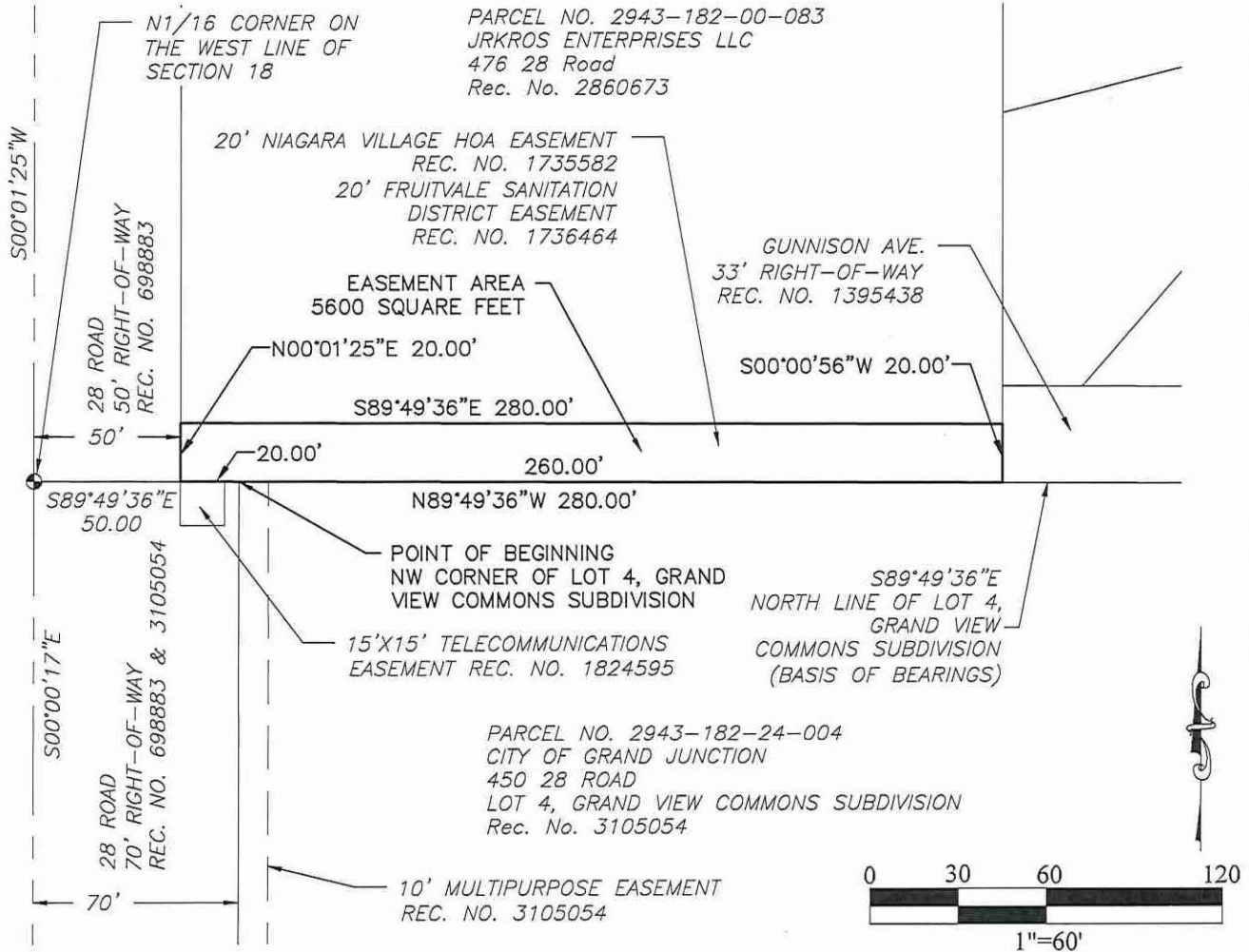


EXHIBIT B

LEGEND:

- ____ PROPOSED EASEMENT
- ____ ADJOINER
- EXISTING EASEMENT
- SURVEY CONTROL LINE
- REC. NO. RECEPTION NUMBER

Alexandre B. Lheritier
Colorado PLS 38464

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY
REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT
REPRESENT A MONUMENTED BOUNDARY SURVEY

PROJECT NO.

DATE: 07/11/2025

CITY OF
Grand Junction
COLORADO

ENGINEERING AND
TRANSPORTATION DEPARTMENT

STATEMENT OF AUTHORITY

1. This Statement of Authority relates to an entity¹ named JKROS Enterprises John Krosky
and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.
2. The type of entity is a:
- | | |
|---|---|
| <input type="checkbox"/> trust | <input type="checkbox"/> registered limited liability partnership |
| <input type="checkbox"/> nonprofit corporation | <input type="checkbox"/> registered limited liability limited partnership |
| <input checked="" type="checkbox"/> limited liability company | <input type="checkbox"/> limited partnership association |
| <input type="checkbox"/> general partnership | <input type="checkbox"/> government or governmental subdivision or agency |
| <input type="checkbox"/> limited partnership | <input type="checkbox"/> corporation |
3. The entity is formed under the laws of Colorado
4. The mailing address for the entity is 3462 G Rd
Clifton Co 81520
5. The ☒ name ☐ position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is
John Krosky
- 6.² The authority of the foregoing person (s) to bind the entity is ☐ not limited ☐ limited
as follows: John Krosky
7. Other matters concerning the manner in which the entity deals with interests in real property:

Executed this _____

John Krosky
Signature

Don Henry
Signature

STATE OF COLORADO

COUNTY OF Mesa } SS:

The foregoing instrument was acknowledged before me this 30 day of July 2025
by John Krosky and Debora Krosky

Witness my hand and official seal.

My commission expires: July 23, 2028

Don Henry
Notary Public

¹This form should not be used unless the entity is capable of holding title to real property.

²The absence of any limitation shall be prima facie evidence that no such limitation exists.

³The statement of authority must be recorded to obtain the benefits of the statute.

