

## GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS (“Easement”) is made and declared by **North 25, LLC**, a Colorado limited liability company, PO Box 1473, Grand Junction, CO 81502 (“Grantor”) as a part of the common plan or scheme of development for the project known and described as Copper Creek West, and specifically that part known as Filing 1, pursuant to the plat thereof recorded or to be recorded in the records of the Mesa County Clerk and Recorder (the “Plat”), in the City of Fruita, County of Mesa, State of Colorado (the “Subdivision”).

### RECITALS

- A. Grantor is the owner of all that real property that is part of the Subdivision.
- B. Grantor desires to grant and declare certain easements as shown on the Plat and burden and otherwise effect and encumber the Lots and the future owners thereof on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and declares easements as follows:

1. Grants. There shall be perpetual, appurtenant nonexclusive easements on, over, across, under and through those areas shown and depicted on the Plat with the reference “Drainage Easement” or “Drainage Easement & Irrigation Easement” for the construction, installation, operation, maintenance, repair and replacement of drainage and irrigation facilities of every kind (collectively the “Easement Area”) all together with the right of ingress and egress in connection therewith, for the benefit of the **Copper Creek West Homeowners Association, Inc.**, a Colorado nonprofit corporation, PO Box 1473, Grand Junction, CO 81502 (“Grantee”).

2. Easement to Run With Land. This Easement and the covenants contained herein shall run with the land as a part of a common plan or scheme of development for the Subdivision and shall be binding on and shall inure to the benefit of the Grantee and its respective successors and assigns forever.

3. Warranty. Grantor warrants the title to the easements conveyed by this document, subject to statutory exceptions pursuant to C.R.S. §38-30-113.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

5. Recording. This Agreement shall be recorded with the Clerk and Recorder of Mesa County, Colorado.

Signed this 5<sup>th</sup> day of April 2024.

**North 25, LLC**  
a Colorado limited liability company

  
\_\_\_\_\_  
Silvano Colman, Manager

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF MESA        )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April 2024, by Silvano Colman, Manager of North 25, LLC, a Colorado limited liability company.

My commission expires: 01-12-2027  
Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

SUNNI B GAGLER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984030898  
MY COMMISSION EXPIRES JANUARY 12, 2027