

## GRANT OF ACCESS EASEMENT

**Upland Homes, Inc., a Colorado corporation, Grantor**, whose address is 35168 Hillhouse Lane, Windsor, CO 80550 who owns Lot 1 Camelback Gardens Boundary Line Adjustment, Grand Junction, CO 81507, as recorded at Reception No. 3148907, Clerk and Recorder's records of Mesa County, Colorado and **Camelback Gardens, LLC, a Colorado limited liability company, Grantor**, whose address is 205 Little Park Road, Grand Junction, CO 81507 who owns Lot 2 Camelback Gardens Boundary Line Adjustment, Grand Junction, CO 81507, as recorded at Reception No. 3148907, Clerk and Recorder's records of Mesa County, Colorado, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a perpetual ingress, egress, access easement for constructing, installing, maintaining and repairing a trail and for purposes of walking, running, wheelchairs, bicycling, scooters and other forms of transportation, for use by Grantee and the public forever for commuting and recreational purposes with or without pets accompanying them, on, over, along, under, across and through the following described parcel of land, to wit:

Said Easement contains 0.53 Acres, more or less, as described on **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right to enter upon said premises with workers and equipment, to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

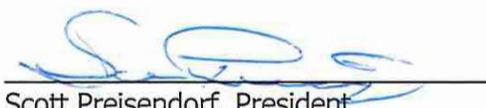
The interest conveyed is an easement for the purposes and uses and upon the terms stated herein. Grantors reserve the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with, and which will not unreasonably interfere with the full use and quiet enjoyment of the rights herein granted. Except as expressly permitted in a written agreement with the Grantee, Grantors will not install on the Easement, or permit the installation on the Easement, of any building, structure, improvement, retaining wall, patio, tree, or other landscaping, other than the usual and customary grasses. A planning clearance shall not suffice as a written agreement. In the event such obstacles are installed in the Easement, the Grantee has the right to require the Grantor to remove such obstacles from the Easement at Grantors cost. If the Grantors do not remove such obstacles, the Grantee may remove such obstacles without any liability or obligation for repair and replacement thereof and charge the Grantors the Grantee's costs for such removal. If the Grantee chooses not to remove the obstacles, the Grantee will not be liable for any damage to the obstacles or any other property to which they are attached.

Grantors hereby covenant with Grantee that each has good title to its lot described herein as its premises; that each has good and lawful right to grant this Easement; that each will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever regarding the Easement on its lot.

Executed and delivered this 29 day of September 2025.

**Upland Homes, Inc.**

**Camelback Gardens, LLC**

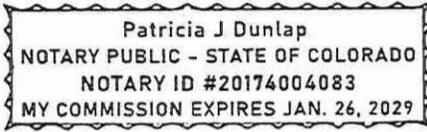
  
\_\_\_\_\_  
Scott Preisendorf, President  
Upland Homes, Inc.

  
\_\_\_\_\_  
Robert M. Stubbs, Manager  
Camelback Gardens, LLC

State of Colorado )  
 )ss  
County of )

The foregoing instrument was acknowledged before me this 21 day of January  
2025, by Scott Preisendorf, as President of Upland Homes, Inc.

Witness my hand and official seal.

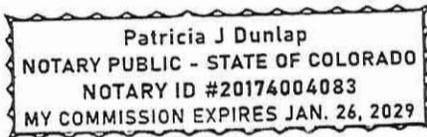


Patricia J Dunlap  
Notary Public  
my commission expires Jan. 26, 2029

State of Colorado )  
 )ss  
County of Mesa )

The foregoing instrument was acknowledged before me this 29 day of September  
2025, by Robert M. Stubbs, as Manager of Camelback Gardens, LLC.

Witness my hand and official seal.



Patricia J Dunlap  
Notary Public  
My commission expires on Jan. 26, 2029

# Exhibit A

## LEGAL DESCRIPTION

A 15 foot wide Easement situated in Section 17 and Section 20, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, said Easement being located entirely within Lot 1 and Lot 2 of Camelback Gardens Boundary Line Adjustment of the Mesa County Records, the centerline of said Easement being more particularly described as follows:

Commencing at the North Quarter Corner of said Section 20, from whence the East Sixteenth Corner on the North line of Section 20 bears  $S89^{\circ}46'16''E$  a distance of 1318.50 feet for a Basis of Bearings, all bearings herein related thereto; thence  $N32^{\circ}05'30''E$  a distance of 413.90 feet to a point on the Northerly line of said Lot 2 and the Point of Beginning of the centerline of said Easement; thence  $S27^{\circ}15'36''W$  a distance of 100.53 feet; thence  $S23^{\circ}13'38''W$  a distance of 185.97 feet; thence  $S36^{\circ}02'59''W$  a distance of 163.43 feet; thence  $S48^{\circ}52'20''W$  a distance of 189.66 feet to Point A; thence  $N41^{\circ}47'25''W$  a distance of 36.50 feet to a point on the Westerly line of the aforementioned Lot 2; thence returning to Point A and continuing  $S48^{\circ}52'20''W$  a distance of 346.31 feet; thence  $S16^{\circ}59'13''W$  a distance of 127.77 feet to Point B; thence  $N73^{\circ}00'47''W$  a distance of 44.50 feet to a point on the Westerly line of the aforementioned Lot 1; thence returning to point B and continuing  $S20^{\circ}58'32''W$  a distance of 366.89 feet to the Point of Terminus of the centerline herein described; said point of terminus lies  $S69^{\circ}19'35''E$  a distance of 38.91 feet from an angle point in the Southerly line of said Lot 1.

The sidelines of said Easement shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.

Containing 0.53 Acres

Legal description written by:

Patrick W. Click

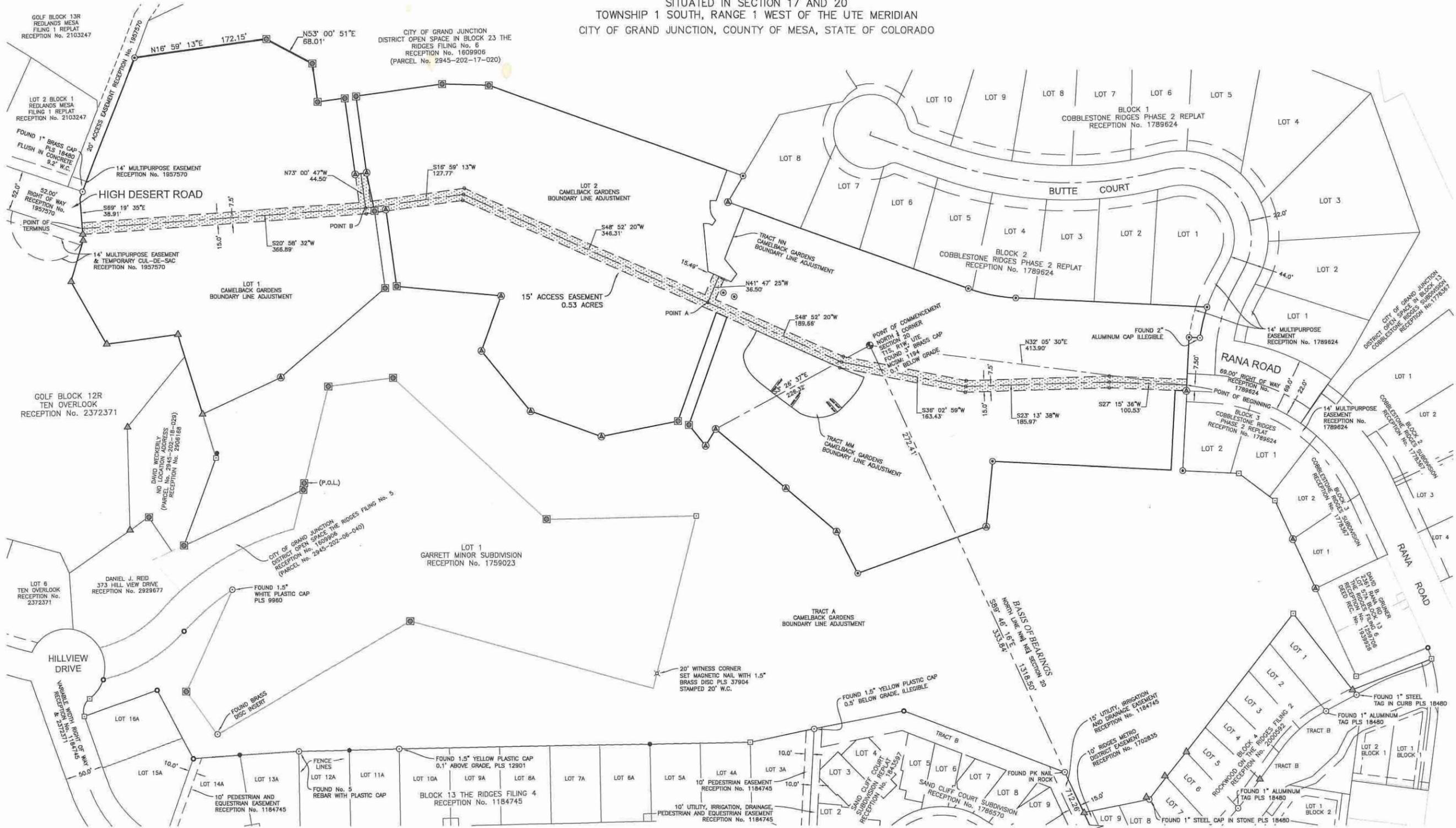
Colorado licensed surveyor number 37904

3194 Mesa Ave #B

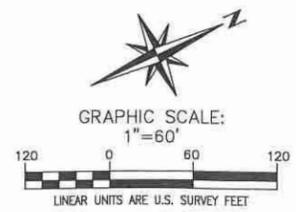
Grand Junction, CO 81504

# EXHIBIT SKETCH

SITUATED IN SECTION 17 AND 20  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO



- LEGEND:**
- FOUND SURVEY MARKER AS DESCRIBED
  - FOUND CORNER AS DESCRIBED
  - FOUND 2 INCH ALUMINUM CAP PLS 18480
  - FOUND 2 INCH ALUMINUM CAP PLS 18478
  - FOUND 2 INCH ALUMINUM CAP PLS 37049
  - FOUND 1-1/2 INCH ALUMINUM CAP PLS 12770
  - FOUND No. 5 REBAR WITH NO CAP
  - FOUND No. 5 REBAR PLACED 2 INCH ALUMINUM CAP PLS 37904
  - SET No. 5 REBAR WITH 2 INCH ALUMINUM CAP PLS 37904



**EXHIBIT SKETCH**  
SITUATED IN SECTIONS 17 AND 20  
TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN  
CITY OF GRAND JUNCTION, COUNTY OF MESA, STATE OF COLORADO

JOB #: 2022-045 FIELD WORK: KM DRAWN BY: PC CHECKED BY: PC  
DATE: 7/3/2025 DRAWING NAME: 381 & 409 HIGH DESERT ROAD

**POLARIS SURVEYING**  
PATRICK W. CLICK P.L.S. 3194 MESA AVE. #B  
GRAND JUNCTION, CO 81504  
PHONE (970)434-7038

Exhibit B

SHEET 4 OF 4