

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: N/A
	Description: 24 ½ Road, Patterson to G Road
	Owner(s): Goodwill Industries of Colorado Springs
	Parcels: RW-12A, RW-12B & TCE-12

This Memorandum of Agreement ("Agreement") is made and entered into this 15 day of July, 2025, by and between Goodwill Industries of Colorado Springs, a Colorado Nonprofit Corporation hereinafter referred to as "the Owner", and the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City".

RECITALS:

- A. The City of Grand Junction, a Colorado home rule municipality ("City"), is proceeding with implementation of the 24 ½ Road, Patterson to G Road Project ("Project"). The Project will widen and add street improvements to 24 ½ Road from Patterson Road at the southern point to G Road at the northern point. Improvements include sidewalk, curb and gutter to accommodate pedestrian and bicycle mobility, and storm drainage facilities ("Project Improvements"). Construction of the Project is anticipated to begin prior to Spring of 2026.
- B. The Owner owns certain real property within the limits of the Project located at 630 24 ½ Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2945-044-16-002, hereinafter referred to as "the Owner's Property".
- C. The installation, operation, maintenance, repair and replacement of the Project Improvements requires the acquisition of the following described real property interests from the Owner:

Parcel No. RW-12A: A parcel of land in fee simple to be used as public right of way for 24 ½ Road, containing a total area of 170 square feet (0.004 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "A" and depicted on the accompanying graphic illustration labeled Exhibit "B"; and also

Parcel No. RW-12B: A parcel of land in fee simple to be used as public right of way for 24 ½ Road, containing a total area of 742 square feet (0.02 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "A" and depicted on the accompanying graphic illustration labeled Exhibit "B"; and also

Parcel No. TCE-12: A Temporary Construction Easement to facilitate prudent, proper, safe and efficient installation of the Project Improvements, containing a total area of 876 square feet (0.02 acres), more or less, as more particularly depicted on the accompanying graphic illustration labeled Exhibit "C". The City's required duration of use for Parcel No. TCE-12 is 12 months.

The above referenced real property interests may be referred to collectively hereafter as the "Acquired Property".

- D. The City reviewed and approved a value finding prepared by TRS to estimate the fair market value and just compensation to be offered for the Acquired Property. In consideration of the foregoing, the City and the Owner agree to the following sum of money as just compensation for the Acquired Property and any improvements, damages or costs to cure itemized below:

Parcel No. RW-12A:	170 sq.ft. @ \$7.50/sq.ft.	= \$1,275.00
Parcel No. RW-12B:	742 sq.ft. @ \$7.50/sq.ft.	= \$5,565.00
Parcel No. TE-12:	876 sq.ft. @ \$7.50/sq.ft. x 10%	= \$657.00
Total Land & Easement Value		= \$7,497.00
Improvements:		
• Irrigated Grass – 612 sq.ft. x \$1.37/sq.ft.		= \$838.44
• Paved Driveway – 600 sq.ft. x \$8.75 per sq.ft. x 50%		= \$2,625.00
• Spreading Juniper – 96 sq.ft. x \$1.52/ sq.ft.		= \$145.92
• Large Evergreen bush – 2 x \$72.50		= \$145.00
• Large Boulder – 4 x \$185.00 per boulder		= \$740.00
• Concrete Curbing – 10 LF x \$21.50/sq.ft.		= \$215.00
Total Improvements Contributory Value		= \$4,709.36
Total Consideration(rounded)		= \$12,250.00

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. The Owner hereby accepts the Total Consideration stated above from the City as just compensation, and the City hereby agrees to pay the Total Consideration to the Owner subject to the promises, terms, covenants and conditions of this Agreement.
2. Subject to the City's typical payment processing period, the Total Consideration shall be remitted, at the City's sole discretion, to the Owner by either (1) the City directly in the form of a City check, or (2) a title company selected by the City, to which the City has deposited the Total Consideration pending upon the execution and delivery by the Owner to the City of:
 - a. One (1) fully executed original of this Memorandum of Agreement.
 - b. One (1) good and sufficient General Warranty Deed for Parcel No. RW-12A & RW-12B.
 - c. One (1) good and sufficient Temporary Construction Easement Agreement for Parcel No. TE-12.
 - d. One (1) completed and executed Federal Form W-9.
 - e. Satisfaction(s) or release(s) of any and all outstanding items referenced in Paragraph 3 below.
3. The Total Consideration shall fully compensate the Owner for the Owner's interests in and to the Acquired Property, either present or future, and the interests of all lienors and lessees of the Owner and any and all interests, legal or equitable, which are or may be outstanding, including, but not limited to: ad valorem property taxes due for prior years; current year ad valorem property taxes prorated to the date of closing (applicable to any fee simple parcel included in the Acquired Property), and satisfaction, subordination or release of all liens, judgments and financial encumbrances to deliver financially unencumbered title to the City. The Owner agrees to sell, convey and discharge all such interests in and to the Acquired Property by executing in writing any and all necessary deeds, documents and/or conveyances, including but not limited to, requests for releases, whether full or partial as applicable, or subordinations of deeds of trust.
4. The City shall be entitled to take irrevocable possession of the Acquired Property when the City, at its sole discretion, remits the total consideration to either: (1) the Owner directly by City Check; or, (2) deposits the consideration set forth above into an escrow account for the benefit of the Owner with the City's selected title company. Transfer of title to the Acquired Property shall occur upon performance of any and all terms under this Agreement, and release of the Total Consideration due to the Owner. Type text here
5. This Memorandum of Agreement embodies all agreements between the parties hereto and no other promises, terms, conditions or obligations, oral or written, have been made which might serve to modify, add to or change the terms and conditions of this Agreement.
6. This Memorandum of Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon their respective heirs, successors and assigns.
7. The City will be entitled to specific performance of this Agreement upon tender of the agreed consideration.
8. This Agreement is a legal instrument. The City recommends the Owner seek the advice of the Owner's own legal and/or tax counsel before signing this Agreement.

Dated the day and year first above written.

Owner:
Goodwill Industries of Colorado Springs,
a Colorado Nonprofit Corporation

The City of Grand Junction,
a Colorado home rule municipality:

By: Tom Wildenberg

Michael P. Bennett
 Michael P. Bennett, City Manager

Name: Tom Wildenberg

Title: Chief Financial Officer

EXHIBIT A

2945-044-16-002
RIGHT-OF-WAY PARCELS NO. RW-12A & RW-12B

RW-12A

A parcel of land being a portion of Lot 1, Market Square North same as recorded at Reception Number 2274681 located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Center-South 1/16 Corner of said Section 4, and assuming the West line of said NW1/4 SE1/4 bears N00°01'45"E with all other bearings contained herein being relative thereto; thence from said point of commencement, N00°01'45"E, a distance of 26.14 feet along said West line; thence S89°58'15"E, a distance of 40.00 feet to Southwest corner of said Lot 1 being the Point of Beginning;

thence N00°01'45.1"E, a distance of 22.79 feet along the West line of said Lot 1; thence Southeasterly 3.17 feet along the arc of a 4.00 foot non-tangent radius curve concave southwesterly thru a central angle of 45°23'12" whose chord bears S34°05'01"E, a distance of 3.09 feet; thence Southeasterly 18.84 feet along the arc of a 19.00 foot radius curve concave southwesterly thru a central angle of 56°48'22" whose chord bears S28°22'26"E, a distance of 18.08 feet; thence S00°01'45"E, a distance of 4.30 feet to a point on the South line of said Lot 1; thence S89°50'01"W, a distance of 10.33 feet along said South line to the Point of Beginning.

Said Parcel of land CONTAINING 170 Square Feet or 0.004 Acres, more or less, as described.

RW-12B

A parcel of land being a portion of Lot 1, Market Square North same as recorded at Reception Number 2274681 located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Center-South 1/16 Corner of said Section 4, and assuming the West line of said NW1/4 SE1/4 bears N00°01'45"E with all other bearings contained herein being relative thereto; thence from said point of commencement, N00°01'45"E, a distance of 260.50 feet along said West line; thence S89°58'15"E, a distance of 40.00 feet to a point lying on the West line of said Lot 1 being the Point of Beginning;

thence N00°01'45"E, a distance of 73.58 feet along said West line; thence S07°45'18"E, a distance of 15.31 feet; thence S79°24'55"E, a distance of 11.12 feet; thence S00°01'45"W, a distance of 52.97 feet; thence S75°20'58"W, a distance of 13.44 feet to the Point of Beginning.

Said Parcel of land CONTAINING 742 Square Feet or 0.02 Acres, more or less, as described.

Authored by: Renee B. Parent, CO PLS #38266
City Surveyor - City of Grand Junction
244 North 7th Street
Grand Junction, CO. 81501



N:\Eng\Pro\F210303 (24.5 Rd) 65R0W Acquisition\Parcel 12 (630 24.5 Road)\Parcel 12 Acquisition Desc.dwg -- PLOTTED 2024-06-25

ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	RIGHT-OF-WAY
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately		

The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

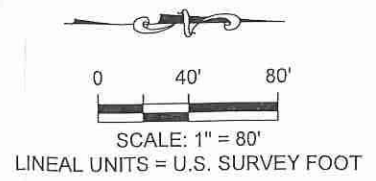
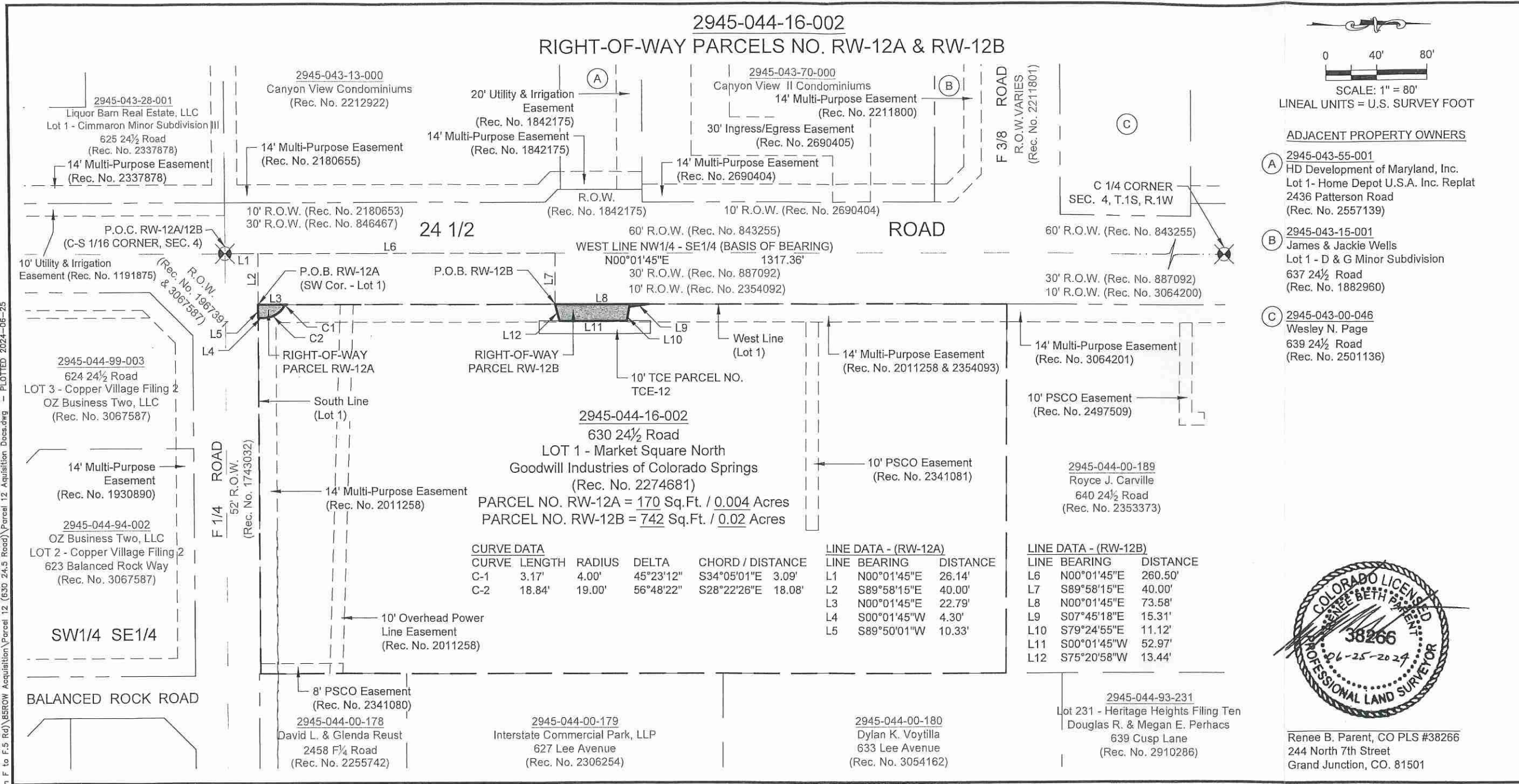
DRAWN BY: NCW
DATE: 06-25-2024
REVIEWED BY: RBP
APPROVED BY: _____
SCALE: _____

Portion of 2945-044-16-002
Located in the NW1/4 SE1/4
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
County of Mesa, State of Colorado



ENGINEERING &
TRANSPORTATION DEPARTMENT
PROJECT NO. 207-F210303

EXHIBIT B



- ADJACENT PROPERTY OWNERS**
- (A) 2945-043-55-001
HD Development of Maryland, Inc.
Lot 1- Home Depot U.S.A. Inc. Replat
2436 Patterson Road
(Rec. No. 2557139)
 - (B) 2945-043-15-001
James & Jackie Wells
Lot 1 - D & G Minor Subdivision
637 24 1/2 Road
(Rec. No. 1882960)
 - (C) 2945-043-00-046
Wesley N. Page
639 24 1/2 Road
(Rec. No. 2501136)

CURVE DATA					LINE DATA - (RW-12A)		LINE DATA - (RW-12B)	
CURVE	LENGTH	RADIUS	DELTA	CHORD / DISTANCE	LINE BEARING	DISTANCE	LINE BEARING	DISTANCE
C-1	3.17'	4.00'	45°23'12"	S34°05'01"E 3.09'	L1	N00°01'45"E 26.14'	L6	N00°01'45"E 260.50'
C-2	18.84'	19.00'	56°48'22"	S28°22'26"E 18.08'	L2	S89°58'15"E 40.00'	L7	S89°58'15"E 40.00'
					L3	N00°01'45"E 22.79'	L8	N00°01'45"E 73.58'
					L4	S00°01'45"W 4.30'	L9	S07°45'18"E 15.31'
					L5	S89°50'01"W 10.33'	L10	S79°24'55"E 11.12'
							L11	S00°01'45"W 52.97'
							L12	S75°20'58"W 13.44'



Renee B. Parent, CO PLS #38266
244 North 7th Street
Grand Junction, CO. 81501

N:\EngPro\F210303 (24.5 Rd from F to F.5 Rd)\55ROW Acquisition\Parcel 12 (630 24.5 Road)\Parcel 12 Acquisition Docs.dwg - PLOTTED 2024-06-25

ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	RIGHT-OF-WAY
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
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The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: NCW
 DATE: 6-25-2024
 REVIEWED BY: RBP
 APPROVED BY: _____
 SCALE: 1" = 80'

Portion of 2945-044-16-002
 Located in the NW1/4 SE1/4
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 County of Mesa, State of Colorado



ENGINEERING & TRANSPORTATION DEPARTMENT
 PROJECT NO. 207-F210303

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

630 24 ½ Road, Grand Junction, CO 81505

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 15 day of July 2025 by and between **Goodwill Industries of Colorado Springs, a Colorado Nonprofit Corporation** hereinafter referred to as "Owner" whose address is 1460 Garden of the Gods Road, Colorado Springs, CO 80907, and the **City of Grand Junction, a Colorado home rule municipality**, hereinafter referred to as "City," whose address is 250 N. 5th Street, Grand Junction, CO 81501, hereinafter referred to as "City".

RECITALS:

- A. The City of Grand Junction, a Colorado home rule municipality ("City"), is proceeding with implementation of the 24 ½ Road, Patterson to G Road Project ("Project"). The Project will widen and add street improvements to 24 ½ Road from Patterson Road at the southern point to G Road at the northern point. Improvements include sidewalk, curb and gutter to accommodate pedestrian and bicycle mobility, and storm drainage facilities ("Project Improvements"). Construction of the Project is anticipated to begin prior to Spring of 2026.
- B. Owner is the owner of the parcel of land with an address of 630 24 ½ Road, Grand Junction, CO 81505, as identified in the document recorded with Reception Number 2274681, in the Mesa County Clerk and Recorder's records ("Owner's Property"). The Project shall include the installation of some of the improvements on or adjacent to Owner's Property.
- C. To facilitate prudent and proper completion of the Project improvements, the City needs the Owner's permission to temporarily access and traverse the Owner's Property with workers and equipment in accordance with the terms and conditions of this Agreement and within the limits of the Owner's Property.

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration as herein stated, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Owner hereby grants and conveys to the City one (1) Temporary Construction Easement within the limits of the Owner's Property as depicted on the attached **Exhibit "A"** which is incorporated herein ("Easement Area"), to allow access for workers and equipment to facilitate installation, repair, and replacement of improvements associated with the Project during the term specified in paragraph 2.
2. The term of the City's use of the Temporary Construction Easements herein granted is nonexclusive, except that the Owner agrees that Owner or its successors, heirs, or assigns, shall not erect or construct any building or other permanent structure within the Easement Areas or interfere with City's access, use or operation within the Easements without first obtaining written consent of the City's Manager or City's Public Works Director. The Temporary Construction Easements shall commence with written notice presented at least 48 hours prior to the commencement to Owner at Owner's address above by ordinary US mail (presentation complete upon mailing) or in person and shall expire at midnight 24 months from the date of presentation of the written notice to Owner.
3. This Agreement is temporary in nature and is not intended to affect the title of the Owner's Property. Owner shall be responsible for informing any successor, heir, or assignee of this Agreement.

4. As a condition of accepting this grant of Temporary Construction Easement, the City agrees, at the City's sole cost and expense, to reasonably repair and restore those portions of the Owner's Property affected or damaged by the City's construction activities and to return said affected areas to the Owner in a condition reasonably approximate to that which existed prior to entry by the City, except the City shall have no obligation to repair or replace any improvements, vegetation, trees or surface cover that were acquired by City as consideration for this Easement and/or other conditions as agreed in that Memorandum of Agreement between Owner and City dated July 9¹⁵ 2025.
5. This Agreement otherwise embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors, heirs and authorized assigns of both parties.

Dated the day and year first above written.

Goodwill Industries of Colorado Springs, a Colorado Nonprofit Corporation

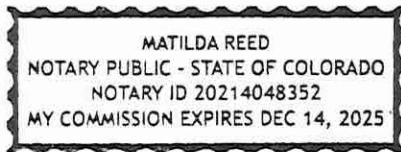
By: Tom Wildenberg
 Name: Tom Wildenberg
 Title: Chief Financial Officer

State of Colorado)
)ss.
 County of El Paso)

The foregoing instrument was acknowledged before me this 9 day of July 2025 by Tom Wildenberg as Chief Financial Officer of Goodwill Industries of Colorado Springs, a Colorado Nonprofit Corporation.

My commission expires 12/14/2025.
 Witness my hand and official seal.

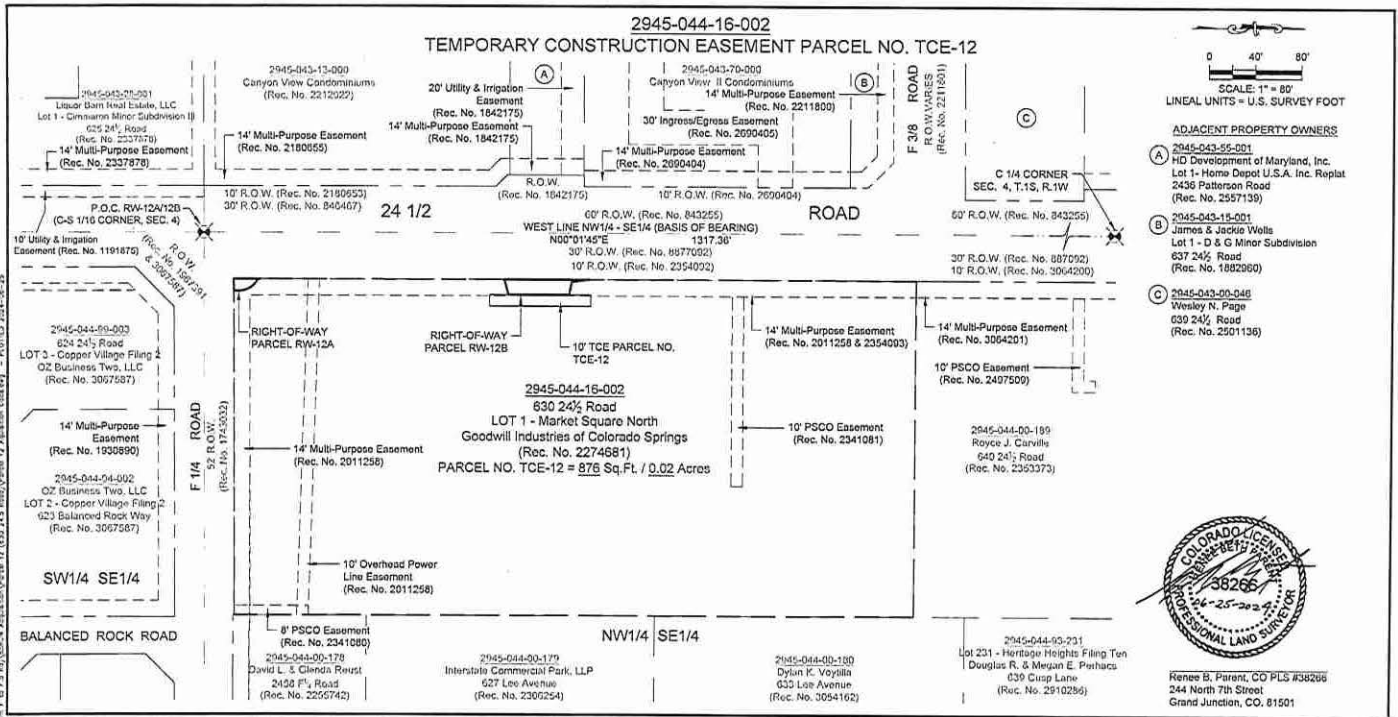
Matilda Reed
 Notary Public



City of Grand Junction,
 a Colorado home rule municipality:

Michael P. Bennett
 Michael P. Bennett, City Manager

EXHIBIT A



ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	RIGHT-OF-WAY
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DRAWN BY: NCW
DATE: 06-25-2024
REVIEWED BY: RBP
APPROVED BY:
SCALE: 1" = 80'

Portion of 2945-044-16-002
 Located in the NW1/4 SE1/4
 Section 4, T.1S, R.1W
 Ute Meridian, City of Grand Junction
 County of Mesa, State of Colorado

CITY OF Grand Junction COLORADO

ENGINEERING & TRANSPORTATION DEPARTMENT
 PROJECT NO. 207-F210303

E RECORDED DATE 10/13/25
COUNTY Mesa
REC. NO. 3139702

Jonathan Narlock
Senior Vice President | Public Finance

Original Note and Deed of Trust Returned to:
When recorded return to:
Prepared/Received by:

PNC Financial Services Group
1144 15th Street, Suite 2800 | Denver, CO 80202

REQUEST FOR FULL / PARTIAL
RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a) and (3), COLORADO REVISED STATUTES

9/22/2025 Date
Discover Goodwill of Southern & Western Colorado, a Colorado nonprofit corporation Original Grantor (Borrower)
1480 Garden of the Gods Road, Colorado Springs, CO 80907 Current Address of Original Grantor, Assuming Party, or Current Owner
 Check here if current address is unknown
BBVA Mortgage Corporation, an Alabama corporation, together with its successors and assigns Original Beneficiary (Lender)
December 19, 2019 Date of Deed of Trust
December 20, 2019 Date of Recording and/or Re-Recording of Deed of Trust
REC# 2907579 Recording Information

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.
TO THE PUBLIC TRUSTEE OF MESA COUNTY
(The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described in the Deed of Trust as to a full release or, in the event of a partial release, only that portion of the real property described as:

(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE.)
SEE ATTACHED EXHIBIT A & EXHIBIT B

Pursuant to § 38-39-102 (3), Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or as a Title Insurance Company authorized to request the release of a Deed of Trust pursuant to § 38-39-102(3)(c), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

- 1. The purpose of the Deed of Trust has been fully or partially satisfied.
- 2. The original evidence of debt is not being exhibited or produced with this request for release of Deed of Trust.
- 3. It is one of the following entities (check applicable box):
 - a. The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102(3)(a), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this request for release;
 - b. The holder of the evidence of debt requesting the release of a Deed of Trust without producing or exhibiting the original evidence of debt that delivers to the Public Trustee a corporate surety bond as specified in § 38-39-102(3)(b), Colorado Revised Statutes;
 - c. A title insurance company licensed in Colorado, as specified in § 38-39-102(3)(c), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee taken in accordance with this request for release and that has caused the indebtedness secured by the deed of trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness; or
 - d. A holder, as specified in § 38-39-102 (3)(d)(I), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee in accordance with this Request for Release and that has caused the indebtedness secured by the Deed of Trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness. E-FILE ONLY

Name and address of the holder of the evidence of debt secured by Deed of Trust (lender) or name and address of the Title Insurance Company authorized to request the release or a Deed of Trust

Jonathan Narlock, Senior Vice President, 1144 15th St, Denver, CO 80202

Name, title, and address of officer, agent, or attorney of the holder of the evidence of debt secured by Deed of Trust (lender)

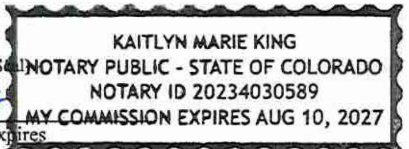
Signature _____ Signature _____
State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before me on 9/22/2025 (Date)
by* Jonathan James Narlock

*If applicable, insert title of officer and name of current holder

Witness my hand and official seal _____
Notary Public

8/10/2027
Date Commission Expires



RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to in the Deed of Trust; and
WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust;
NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances belonging to the real property.

(Public Trustee use only; use appropriate label) (Public Trustee's seal) Public Trustee
(If applicable: Notary Seal) Deputy Public Trustee

(If applicable, name and address of person creating new legal description as required by § 38-35-106.5, Colorado Revised Statutes.)

EXHIBIT A

2945-044-16-002
RIGHT-OF-WAY PARCELS NO. RW-12A & RW-12B

RW-12A

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thence N00°01'45"E, a distance of 22.79 feet along the West line of said Lot 1; thence Southeasterly 3.17 feet along the arc of a 4.00 foot non-tangent radius curve concave southwesterly thru a central angle of 45°23'12" whose chord bears S34°05'01"E, a distance of 3.09 feet; thence Southeasterly 18.84 feet along the arc of a 19.00 foot radius curve concave southwesterly thru a central angle of 56°48'22" whose chord bears S28°22'26"E, a distance of 18.08 feet; thence S00°01'45"E, a distance of 4.30 feet to a point on the South line of said Lot 1; thence S89°50'01"W, a distance of 10.33 feet along said South line to the Point of Beginning.

Said Parcel of land CONTAINING 170 Square Feet or 0.004 Acres, more or less, as described.

RW-12B

A parcel of land being a portion of Lot 1, Market Square North same as recorded at Reception Number 2274681 located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Center-South 1/16 Corner of said Section 4, and assuming the West line of said NW1/4 SE1/4 bears N00°01'45"E with all other bearings contained herein being relative thereto; thence from said point of commencement, N00°01'45"E, a distance of 260.50 feet along said West line; thence S89°58'15"E, a distance of 40.00 feet to a point lying on the West line of said Lot 1 being the Point of Beginning;

thence N00°01'45"E, a distance of 73.58 feet along said West line; thence S07°45'18"E, a distance of 15.31 feet; thence S79°24'55"E, a distance of 11.12 feet; thence S00°01'45"W, a distance of 52.97 feet; thence S75°20'58"W, a distance of 13.44 feet to the Point of Beginning.

Said Parcel of land CONTAINING 742 Square Feet or 0.02 Acres, more or less, as described.

Authorized by: Renee B. Parent, CO PLS #38266
City Surveyor - City of Grand Junction
244 North 7th Street
Grand Junction, CO. 81501



S:\Projects\2945-044-16-002\163 16 Parent, R. CO PLS #38266\Drawings\163 16 RW-12A & RW-12B.dwg - PLOTTED: 2024-05-29

ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
	Approximately
Rec.	Reception
No.	Number
R/W	RIGHT-OF-WAY
MPE	Multi-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian

The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

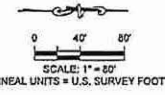
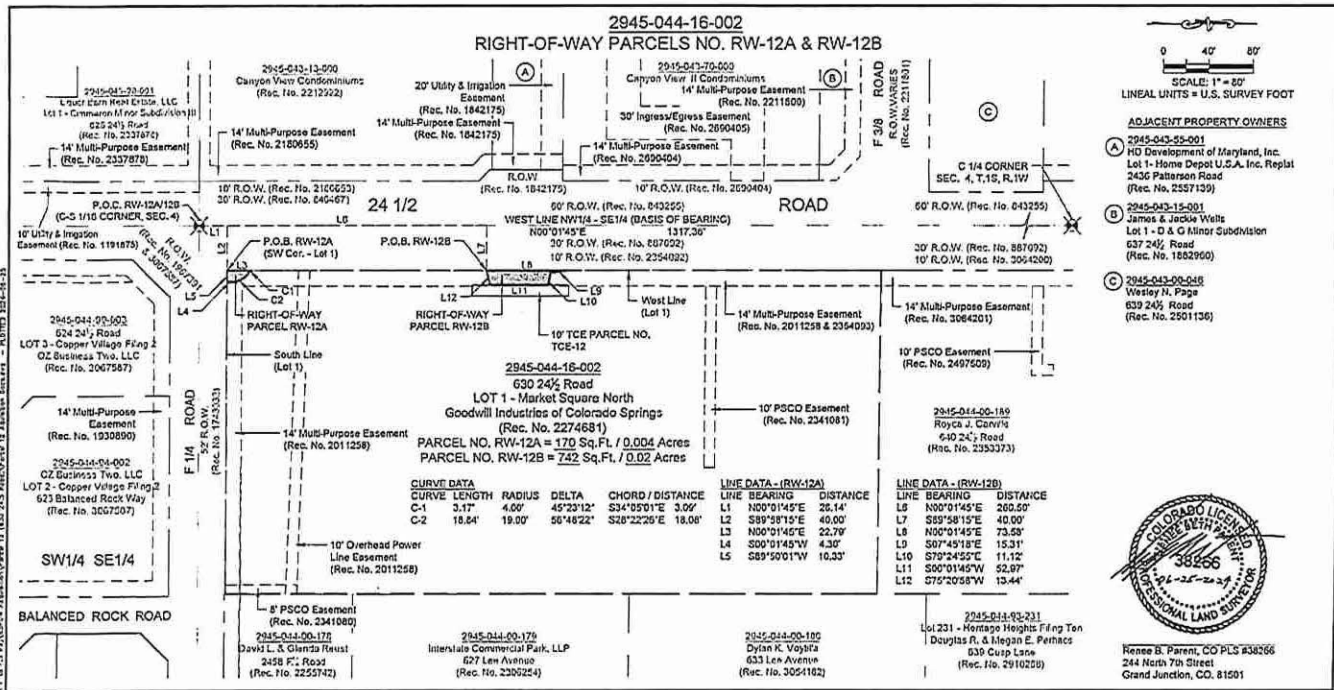
DRAWN BY: NCW
DATE: 06-25-2024
REVIEWED BY: RBP
APPROVED BY: _____
SCALE: _____

Portion of 2945-044-16-002
Located in the NW1/4 SE1/4
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
County of Mesa, State of Colorado

CITY OF Grand Junction
COLORADO

ENGINEERING & TRANSPORTATION DEPARTMENT
PROJECT NO. 207-F210303

EXHIBIT B



Heese B. Parent, CO PLS #38266
244 North 7th Street
Grand Junction, CO. 81501

ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	RIGHT-OF-WAY
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
/	Approximately		

The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: NCW
DATE: 6-25-2024
REVIEWED BY: ROP
APPROVED BY: _____
SCALE: 1" = 80"

Portion of 2945-044-16-002
Located in the NW1/4 SE1/4
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
County of Mesa, State of Colorado

CITY OF Grand Junction COLORADO

ENGINEERING & TRANSPORTATION DEPARTMENT
PROJECT NO. 207-F210303

Jonathan Narlock
Senior Vice President | Public Finance

Original Note and Deed of Trust Returned to:
When recorded return to:
Prepared/Received by:

PNC Financial Services Group
1144 15th Street, Suite 2800 | Denver, CO 80202

REQUEST FOR FULL / PARTIAL

RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a) and (3), COLORADO REVISED STATUTES

9/22/2025 Date
Discover Goodwill of Southern & Western Colorado, a Colorado nonprofit corporation Original Grantor (Borrower)
1460 Garden of the Gods Road, Colorado Springs, CO 80907 Current Address of Original Grantor, Assuming Party, or Current Owner
 Check here if current address is unknown
BBVA Mortgage Corporation, an Alabama corporation, together with its successors and assigns Original Beneficiary (Lender)
December 19, 2019 Date of Deed of Trust
December 20, 2019 Date of Recording and/or Re-Recording of Deed of Trust
REC# 2807579 Recording Information

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF MESA COUNTY

(The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described in the Deed of Trust as to a full release or, in the event of a partial release, only that portion of the real property described as:

(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE.)

SEE ATTACHED EXHIBIT A & EXHIBIT B

Pursuant to § 38-39-102 (3), Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or as a Title Insurance Company authorized to request the release of a Deed of Trust pursuant to § 38-39-102(3)(c), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

- The purpose of the Deed of Trust has been fully or partially satisfied.
- The original evidence of debt is not being exhibited or produced with this request for release of Deed of Trust.
- It is one of the following entities (check applicable box):
 - The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102(3)(a), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this request for release;
 - The holder of the evidence of debt requesting the release of a Deed of Trust without producing or exhibiting the original evidence of debt that delivers to the Public Trustee a corporate surety bond as specified in § 38-39-102(3)(b), Colorado Revised Statutes;
 - A title insurance company licensed in Colorado, as specified in § 38-39-102(3)(c), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee taken in accordance with this request for release and that has caused the indebtedness secured by the deed of trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness; or
 - A holder, as specified in § 38-39-102 (3)(d)(I), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee in accordance with this Request for Release and that has caused the indebtedness secured by the Deed of Trust to be satisfied in full, or in the case of a partial release, to the extent required by the holder of the indebtedness. E-FILE ONLY

PNC Bank, National Association, 1144 15th St, Denver, CO 80202

Name and address of the holder of the evidence of debt secured by Deed of Trust (lender) or name and address of the Title Insurance Company authorized to request the release of a Deed of Trust

Jonathan Narlock, Senior Vice President, 1144 15th St, Denver, CO 80202

Name, title, and address of officer, agent, or attorney of the holder of the evidence of debt secured by Deed of Trust (lender)

[Signature]
Signature

Signature

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before me on 9/22/2025 (Date)

by* Jonathan James Narlock
*If applicable, insert title of officer and name of current holder

(Notary Seal)



Witness my hand and official seal

[Signature]
Notary Public

8/10/2027
Date Commission Expires

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to in the Deed of Trust; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances belonging to the real property.

(Public Trustee use only; use appropriate label)

(Public Trustee use only)



Public Trustee

Deputy Public Trustee
Norma Kreppe October 13 2025

(If applicable: Notary Seal)

(If applicable, name and address of person creating new legal description as required by § 38-35-106.5, Colorado Revised Statutes.)

EXHIBIT A

2945-044-16-002
RIGHT-OF-WAY PARCELS NO. RW-12A & RW-12B

RW-12A

A parcel of land being a portion of Lot 1, Market Square North same as retored at Reception Number 2274691 located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Center-South 1/16 Corner of said Section 4, and assuming the West line of said NW1/4 SE1/4 bears N00°01'45"E with all other bearings contained herein being relative thereto; thence from said point of commencement, N00°01'45"E, a distance of 26.14 feet along said West line; thence S89°50'15"E, a distance of 40.00 feet to Southwest corner of said Lot 1 being the Point of Beginning;

thence N00°01'45"E, a distance of 22.79 feet along the West line of said Lot 1; thence Southeasterly 3.17 feet along the arc of a 4.00 foot non-tangent radius curve concave southwesterly thru a central angle of 45°23'12" whose chord bears S34°05'01"E, a distance of 3.09 feet; thence Southeasterly 18.84 feet along the arc of a 19.00 foot radius curve concave southwesterly thru a central angle of 58°48'22" whose chord bears S28°22'26"E, a distance of 18.08 feet; thence S00°01'45"E, a distance of 4.30 feet to a point on the South line of said Lot 1; thence S88°50'01"W, a distance of 10.33 feet along said South line to the Point of Beginning.

Said Parcel of land CONTAINING 170 Square Feet or 0.004 Acres, more or less, as described.

RW-12B

A parcel of land being a portion of Lot 1, Market Square North same as recorded at Reception Number 2274681 located in the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the Center-South 1/16 Corner of said Section 4, and assuming the West line of said NW1/4 SE1/4 bears N00°01'45"E with all other bearings contained herein being relative thereto; thence from said point of commencement, N00°01'45"E, a distance of 260.50 feet along said West line; thence S88°58'15"E, a distance of 40.00 feet to a point lying on the West line of said Lot 1 being the Point of Beginning;

thence N00°01'45"E, a distance of 73.58 feet along said West line; thence S07°45'13"E, a distance of 15.31 feet; thence S78°24'55"E, a distance of 11.12 feet; thence S00°01'45"W, a distance of 52.97 feet; thence S75°20'58"W, a distance of 13.44 feet to the Point of Beginning.

Said Parcel of land CONTAINING 742 Square Feet or 0.02 Acres, more or less, as described.

Authored by: Renea B. Parent, CO PLS #38256
City Surveyor - City of Grand Junction
244 North 7th Street
Grand Junction, CO. 81501



ABBREVIATIONS	
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
R.O.W.	Right-of-Way
SEC.	Section
T.	Township
R.	Range
-	Approximately
Rec.	Reception
No.	Number
RW	RIGHT-OF-WAY
EPE	End-Purpose Easement
TCE	Temporary Construction Easement
U.M.	Ute Meridian

The sketch & description shown herein have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, it is not intended to be used as a means for establishing or verifying property boundary lines.

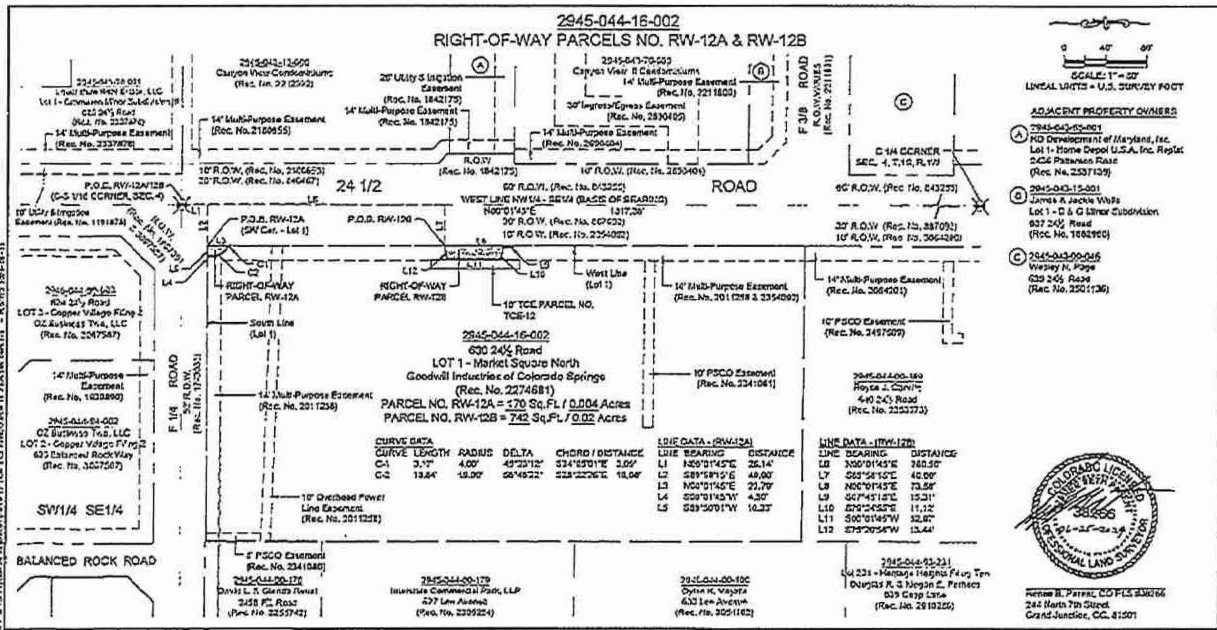
DRAWN BY: RCW
DATE: 06-25-2024
REVIEWED BY: REP
APPROVED BY: _____
SCALE: _____

Portion of 2945-044-16-002
Located in the NW1/4 SE1/4
Section 4, T.1S, R.1W
Ute Meridian, City of Grand Junction
County of Mesa, State of Colorado



2945-044-16-002 RW-12A & RW-12B

EXHIBIT B



ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Reception
P.O.D.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	R/W	RIGHT-OF-WAY
SEC	Section	MP/E	Multi-Purpose Easement
T.	Township	TCC	Temporary Construction Easement
R.	Range	U/L	Use Location
~	Approximately		

The sheets & description shown herein have been derived from subdivision plats & deed conveyances as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This plat does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: NDV
 DATE: 6-25-2024
 CHECKED BY: MBP
 APPROVED BY: _____
 SCALE: 1" = 60'

Portion of 2945-044-16-002
 Located in the NW1/4 SE1/4
 Section 4, T.1S, R.1W
 Ute Median, City of Grand Junction
 County of Mesa, State of Colorado

CITY OF GRAND JUNCTION
ENGINEERING & TRANSPORTATION DEPARTMENT
PROJECT NO. 207-121202