

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: F210305
	Description: D ½ Road Improvement Project
	Owner(s): Mark Daniel Gustafson
	Parcels: RW-06A, RW-06B, & MPE-06

This Memorandum of Agreement ("Agreement") is made and entered into this 9th day of October, 2024, by and between **Mark Daniel Gustafson** 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 D ½ Road Improvement Project ("Project"). The Project will widen and add street improvements to D ½ Road from 29 Road on the west to 30 Road on the east. Improvements include a center turn lane, bike lanes, curb gutter and streetlights to accommodate pedestrian and bicycle mobility, and storm drainage facilities ("Project Improvements"). Construction of the Project is anticipated to begin in 2024 with Ballot Initiative No. 2A funds approved by a majority of the City electorate in November of 2019.
- B. The Owner owns certain real property within the limits of the Project located at 2937 D ½ Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2943-173-00-139, 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-06A: A parcel of land in fee simple to be used as public right of way for D 1/2 Road, containing a total area of 3,140 square feet (0.07 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 "D"; and also

Parcel No. RW-06B: A parcel of land in fee simple to be used as public right of way for D 1/2 Road, containing a total area of 2,860 square feet (0.07 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "B" and depicted on the accompanying graphic illustration labeled Exhibit "D"; and also

Parcel No. MPE-06: A Multi-Purpose Easement for the installation, operation, maintenance and repair of public utilities, traffic control facilities, street lighting, landscaping, trees, grade structures, public sidewalks and trails, containing a total area of 2,800 square feet (0.06 acres), more or less, as more particularly described in the accompanying legal description labeled Exhibit "C" and depicted on the accompanying graphic illustration labeled Exhibit "D".

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

- D. The City has obtained and reviewed an appraisal prepared by a Colorado Certified General Appraiser 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:

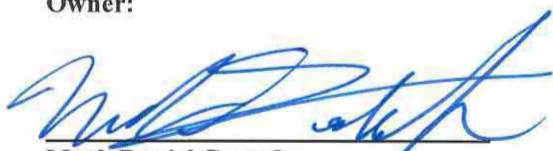
Parcel No. RW-06A:	3,140 sq.ft. @ \$0.29 /sq.ft.	= \$911.00
Parcel No. RW-06B:	2,860 sq.ft. @ \$5.75/sq.ft.	= \$16,445.00
Parcel No. MPE-06:	2,800 sq.ft. @ \$5.75/sq.ft. x 75%	= \$12,075.00
Total Land & Easement Value		= \$29,431.00
Improvements:		
	60 sq.ft. Concrete Apron	= \$435.00
	1,400 sq.ft. Gravel Base	= \$1,750.00
Total Improvements Contributory Value		= \$2,185.00
Total Consideration		= \$31,700 (rounded)

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 Parcels No. RW-06A & RW-06B.
 - c. One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcel No. MPE-06.
 - 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.
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:



Mark Daniel Gustafson

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



Andrea Phillips, Interim City Manager

EXHIBIT A

LEGAL DESCRIPTION

2943-173-00-139

RIGHT-OF-WAY PARCEL NO. RW-06A

A parcel of land being a portion of an entire tract of land described in Reception Number 2895265 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 330.38 feet to the northwest corner of said entire tract and the Point of Beginning.

Thence along the north line of said entire tract, N.89°59'39"E. a distance of 200.00 feet to the northeast corner of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 15.49 feet to a point in the south edge of the open, used and historic Right-of-Way for D ½ Road; thence along said south edge, S.89°52'29"W. a distance of 200.00 feet to a point in the west line of said tract; thence along the west line of said entire tract, N.00°08'17" W. a distance of 15.91 feet to the Point of Beginning.

Said parcel of land CONTAINING 3,140 square feet or 0.07 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062

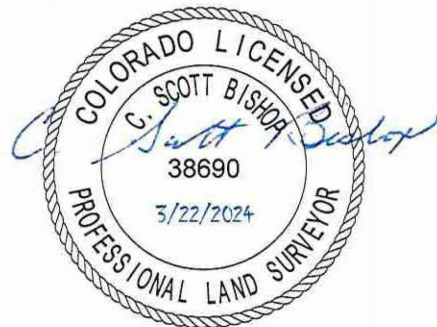


EXHIBIT B

LEGAL DESCRIPTION

2943-173-00-139

RIGHT-OF-WAY PARCEL NO. RW-06B

A parcel of land being a portion of an entire tract of land as described in Reception Number 2895265 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 330.38 feet to the northwest corner of said entire tract; thence along the west line of said entire tract, S.00°08'17"E. a distance of 15.91 feet to south edge of the open, used and historic Right-of-Way for D ½ Road and the Point of Beginning.

Thence along said south edge, N.89°52'29"E. a distance of 200.00 feet to a point in the east line of said entire tract; thence along said east line, S.00°08'17"E. a distance of 14.51 feet; thence S.89°59'39"W. a distance of 200.00 feet to a point in the west line of a said entire tract; thence along said west line, N.00°08'17"W. a distance of 14.09 feet to the POINT OF BEGINNING.

Said parcel of land CONTAINING 2,860 square feet or 0.07 acres, more or less, as described.

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Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062

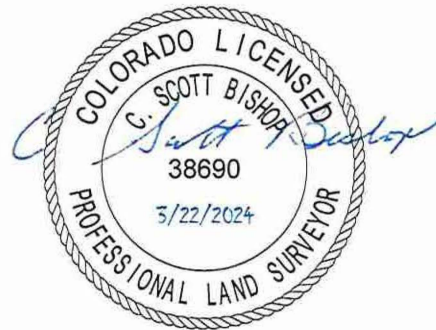


EXHIBIT C

LEGAL DESCRIPTION

2943-173-00-103

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-06

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 2895265 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 330.38 feet to the northwest corner of said entire tract; thence S.00°08'17"E. along the west line of said entire tract, a distance of 30.00 feet to the southwest corner of Right-of-Way Parcel No. RW-06B and the Point of Beginning.

Thence along the south line of said Parcel RW-06B, N.89°59'39"E. a distance of 200.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 14.00 feet; thence S.89°59'39"W. a distance of 200.00 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°08'17"W. a distance of 14.00 feet to the Point of Beginning.

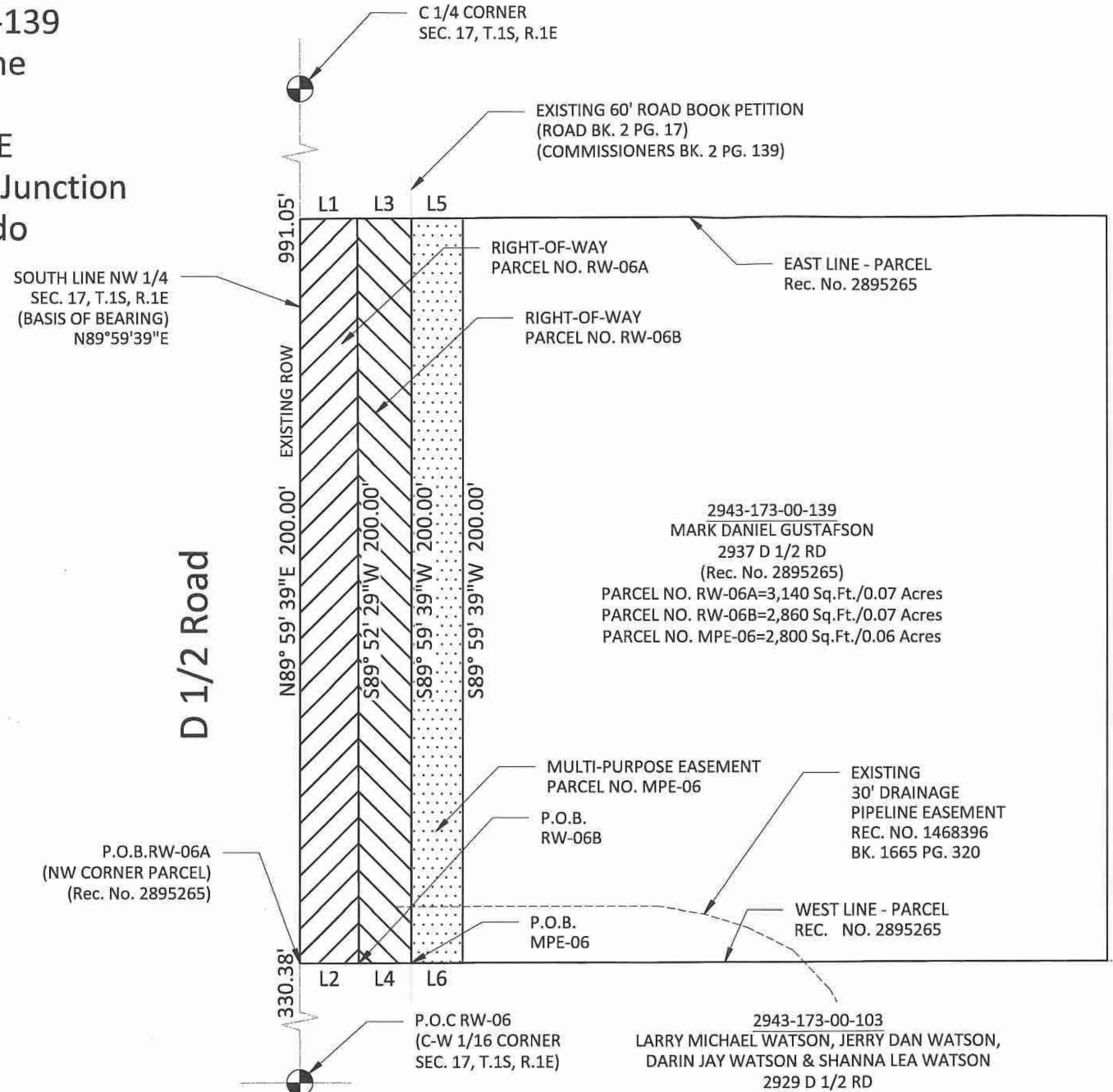
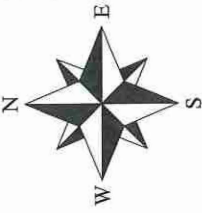
Said parcel of land CONTAINING 2,800 square feet or 0.06 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT D

Portion of 2943-173-00-139
 Located in a part of the
 NE 1/4 SW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



2943-173-00-222
 PAUL P BIBEAU
 2941 D 1/2 RD

Line Table

LINE	BEARING	DISTANCE
L1	S00° 08' 17"E	15.49'
L2	N00° 08' 17"W	15.91'
L3	S00° 08' 17"E	14.51'
L4	N00° 08' 17"W	14.09'
L5	S00° 08' 17"E	14.00'
L6	N00° 08' 17"W	14.00'

2943-173-00-139
 MARK DANIEL GUSTAFSON
 2937 D 1/2 RD
 (Rec. No. 2895265)
 PARCEL NO. RW-06A=3,140 Sq.Ft./0.07 Acres
 PARCEL NO. RW-06B=2,860 Sq.Ft./0.07 Acres
 PARCEL NO. MPE-06=2,800 Sq.Ft./0.06 Acres

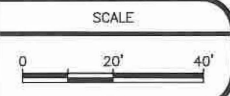
2943-173-00-103
 LARRY MICHAEL WATSON, JERRY DAN WATSON,
 DARIN JAY WATSON & SHANNA LEA WATSON
 2929 D 1/2 RD

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	Sq.Ft.	Square Feet

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: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=40'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 6

EXHIBIT A

LEGAL DESCRIPTION

2943-173-00-139

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Thence along the north line of said entire tract, N.89°59'39"E. a distance of 200.00 feet to the northeast corner of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 15.49 feet to a point in the south edge of the open, used and historic Right-of-Way for D ½ Road; thence along said south edge, S.89°52'29"W. a distance of 200.00 feet to a point in the west line of said tract; thence along the west line of said entire tract, N.00°08'17" W. a distance of 15.91 feet to the Point of Beginning.

Said parcel of land CONTAINING 3,140 square feet or 0.07 acres, more or less, as described.

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EXHIBIT B

LEGAL DESCRIPTION

2943-173-00-139

RIGHT-OF-WAY PARCEL NO. RW-06B

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Thence along said south edge, N.89°52'29"E. a distance of 200.00 feet to a point in the east line of said entire tract; thence along said east line, S.00°08'17"E. a distance of 14.51 feet; thence S.89°59'39"W. a distance of 200.00 feet to a point in the west line of a said entire tract; thence along said west line, N.00°08'17"W. a distance of 14.09 feet to the POINT OF BEGINNING.

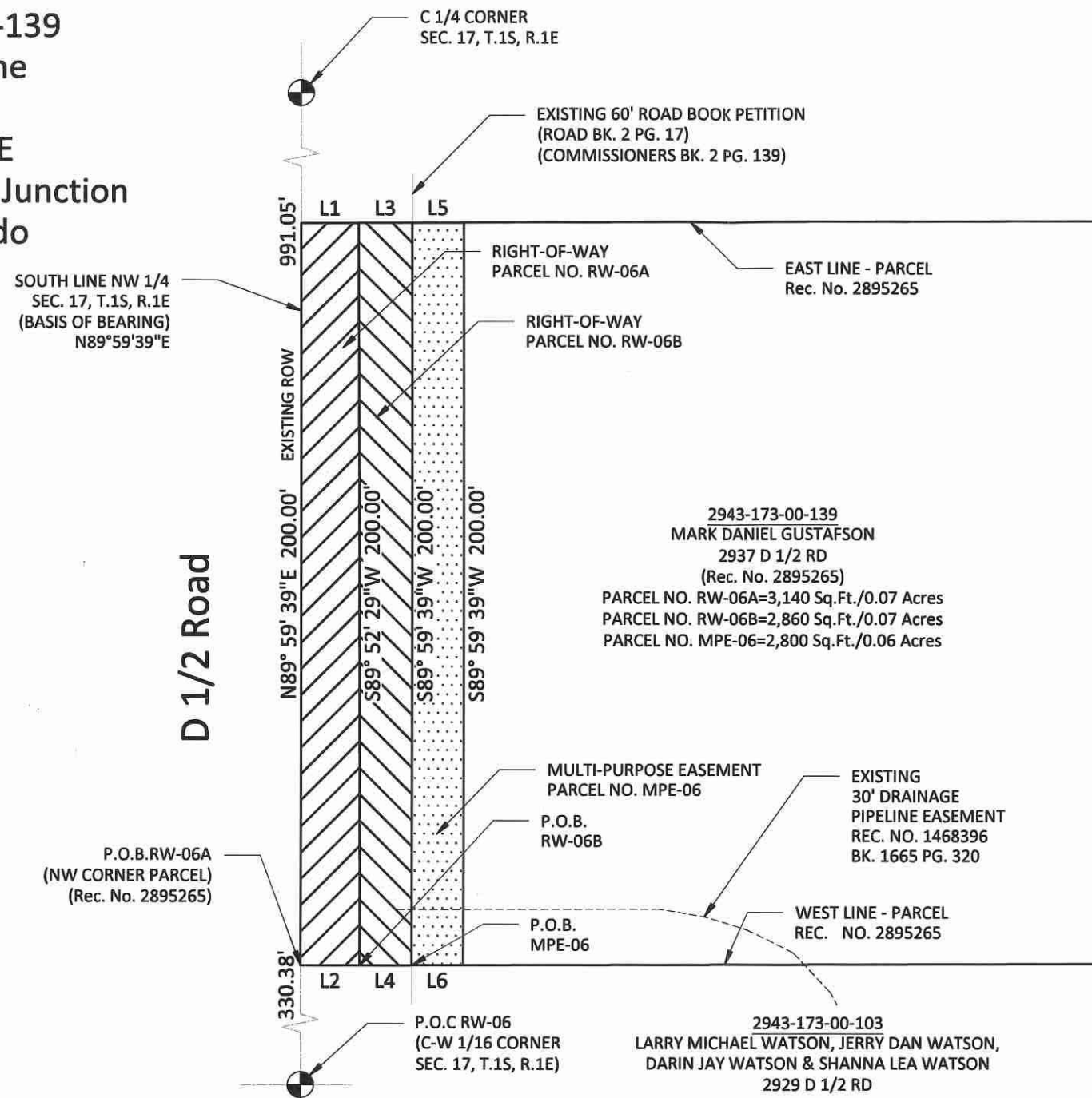
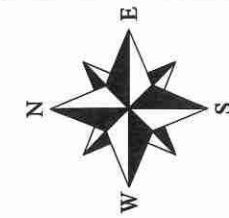
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2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



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Portion of 2943-173-00-139
 Located in a part of the
 NE 1/4 SW1/4
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 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



2943-173-00-222
 PAUL P BIBEAU
 2941 D 1/2 RD

2943-173-00-139
 MARK DANIEL GUSTAFSON
 2937 D 1/2 RD
 (Rec. No. 2895265)
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2943-173-00-103
 LARRY MICHAEL WATSON, JERRY DAN WATSON,
 DARIN JAY WATSON & SHANNA LEA WATSON
 2929 D 1/2 RD

Line Table

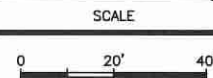
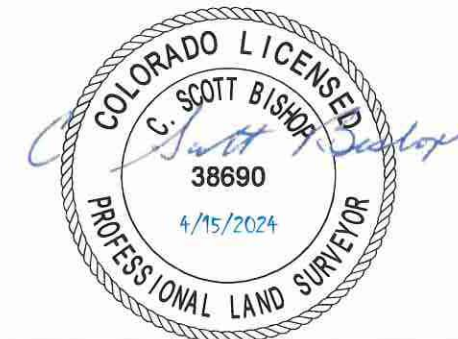
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DRAWN BY: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=40'



**ENGINEERING &
 TRANSPORTATION**
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 6

REQUEST FOR FULL / PARTIAL

30-F04823-23

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



1/6/2025

Date

Mark Daniel Gustafson

Original Grantor (Borrower)

2937 D 1/2 Road, Grand Junction, CO 81504-8610

Current Address of Original Grantor, Assuming Party, or Current Owner

Check here if current address is unknown

U.S. Bank National Association - Loan # 22200951127

Original Beneficiary (Lender)

September 13, 2019

Date of Deed of Trust

September 17, 2019

Date of Recording and/or Re-Recording of Deed of Trust

Reception # 2895266

Recording Information

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 therein 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 Legal Descriptions, Exhibit A, Exhibit B, and Exhibit C.

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 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 herewith.
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; or
 - c. A Title Insurance Company licensed and qualified 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 the 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.

U.S. Bank National Association - Loan # 22200951127 - 2800 Tamarack Road, Owensboro, KY 42303

Name and Address of Current Owner and Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Or name and address of Title Insurance Company Authorized to Request the Release of a Deed of Trust

Misty Sandefur, Officer, U.S. Bank National Association - 2800 Tamarack Road, Owensboro, KY 42303

Name, Title and Address of Officer, Agent or Attorney of Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Signature *Misty Sandefur*

Signature **BECKY MAYFIELD**
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # *(Notary Seal)*
MY COMMISSION EXPIRES APRIL 29, 2027

State of Kentucky, County of Daviess
The foregoing Request for Release was acknowledged before me on 12-10-2024 (date)
by Misty Sandefur as officer
of U.S. Bank National Association
4-89-27 Date Commission Expires


Becky Mayfield
Notary Public Witness my hand and official seal

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 therein; 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 thereto belonging.

(Public Trustee use only; use appropriate label) (Public Trustee) 

Public Trustee *Norma Krepps*
Norma Krepps January 17, 2025
Deputy Public Trustee

(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.)

Original Note and deed of Trust Returned to:
WHEN RECORDED RETURN TO: 6551 S. Revere Pkwy., Suite 210, Centennial, CO 80111
Prepared/Received by:

REQUEST FOR FULL / PARTIAL

30-F048v3-23

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



1/6/2025

_____	Date
Mark Daniel Gustafson	Original Grantor (Borrower)
2937 D 1/2 Road, Grand Junction, CO 81504-8610	Current Address of Original Grantor, Assuming Party, or Current Owner
<input type="checkbox"/> Check here if current address is unknown	
U.S. Bank National Association - Loan # 22200951127	Original Beneficiary (Lender)
September 13, 2019	Date of Deed of Trust
September 17, 2019	Date of Recording and/or Re-Recording of Deed of Trust
Reception # 2895266	Recording Information

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 therein 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 Legal Descriptions, Exhibit A, Exhibit B, and Exhibit C.

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 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 herewith.
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; or
 - c. A Title Insurance Company licensed and qualified 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 the 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.

U.S. Bank National Association - Loan # 22200951127 - 2800 Tamarack Road, Owensboro, KY 42303

Name and Address of Current Owner and Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Or name and address of Title Insurance Company Authorized to Request the Release of a Deed of Trust

Misty Sandefur, Officer, U.S. Bank National Association - 2800 Tamarack Road, Owensboro, KY 42303

Name, Title and Address of Officer, Agent or Attorney of Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Signature Misty Sandefur

Signature BECKY MAYFIELD
 NOTARY PUBLIC
 STATE AT LARGE
 KENTUCKY
 COMMISSION # Notary Seal
 MY COMMISSION EXPIRES APRIL 29, 2027

State of Kentucky, County of Daviess
The foregoing Request for Release was acknowledged before me on 12-10-2024 (date)

by Misty Sandefur as officer
of U.S. Bank National Association
4-8-27 Date Commission Expires

Becky Mayfield
Notary Public Witness my hand and official seal

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 therein; 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 thereto belonging.

(Public Trustee use only; use appropriate label) (Public Trustee's Seal)

Public Trustee _____

Deputy Public Trustee _____

(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.)

Original Note and deed of Trust Returned to:
WHEN RECORDED RETURN TO: 6551 S. Revere Pkwy., Suite 210, Centennial, CO 80111
Prepared/Received by:

EXHIBIT A

LEGAL DESCRIPTION

2943-173-00-139

RIGHT-OF-WAY PARCEL NO. RW-06A

A parcel of land being a portion of an entire tract of land described in Reception Number 2895265 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 330.38 feet to the northwest corner of said entire tract and the Point of Beginning.

Thence along the north line of said entire tract, N.89°59'39"E. a distance of 200.00 feet to the northeast corner of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 15.49 feet to a point in the south edge of the open, used and historic Right-of-Way for D 1/2 Road; thence along said south edge, S.89°52'29"W. a distance of 200.00 feet to a point in the west line of said tract; thence along the west line of said entire tract, N.00°08'17" W. a distance of 15.91 feet to the Point of Beginning.

Said parcel of land CONTAINING 3,140 square feet or 0.07 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT B

LEGAL DESCRIPTION

2943-173-00-139

RIGHT-OF-WAY PARCEL NO. RW-06B

A parcel of land being a portion of an entire tract of land as described in Reception Number 2895265 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 330.38 feet to the northwest corner of said entire tract; thence along the west line of said entire tract, S.00°08'17"E. a distance of 15.91 feet to south edge of the open, used and historic Right-of-Way for D ½ Road and the Point of Beginning.

Thence along said south edge, N.89°52'29"E. a distance of 200.00 feet to a point in the east line of said entire tract; thence along said east line, S.00°08'17"E. a distance of 14.51 feet; thence S.89°59'39"W. a distance of 200.00 feet to a point in the west line of a said entire tract; thence along said west line, N.00°08'17"W. a distance of 14.09 feet to the POINT OF BEGINNING.

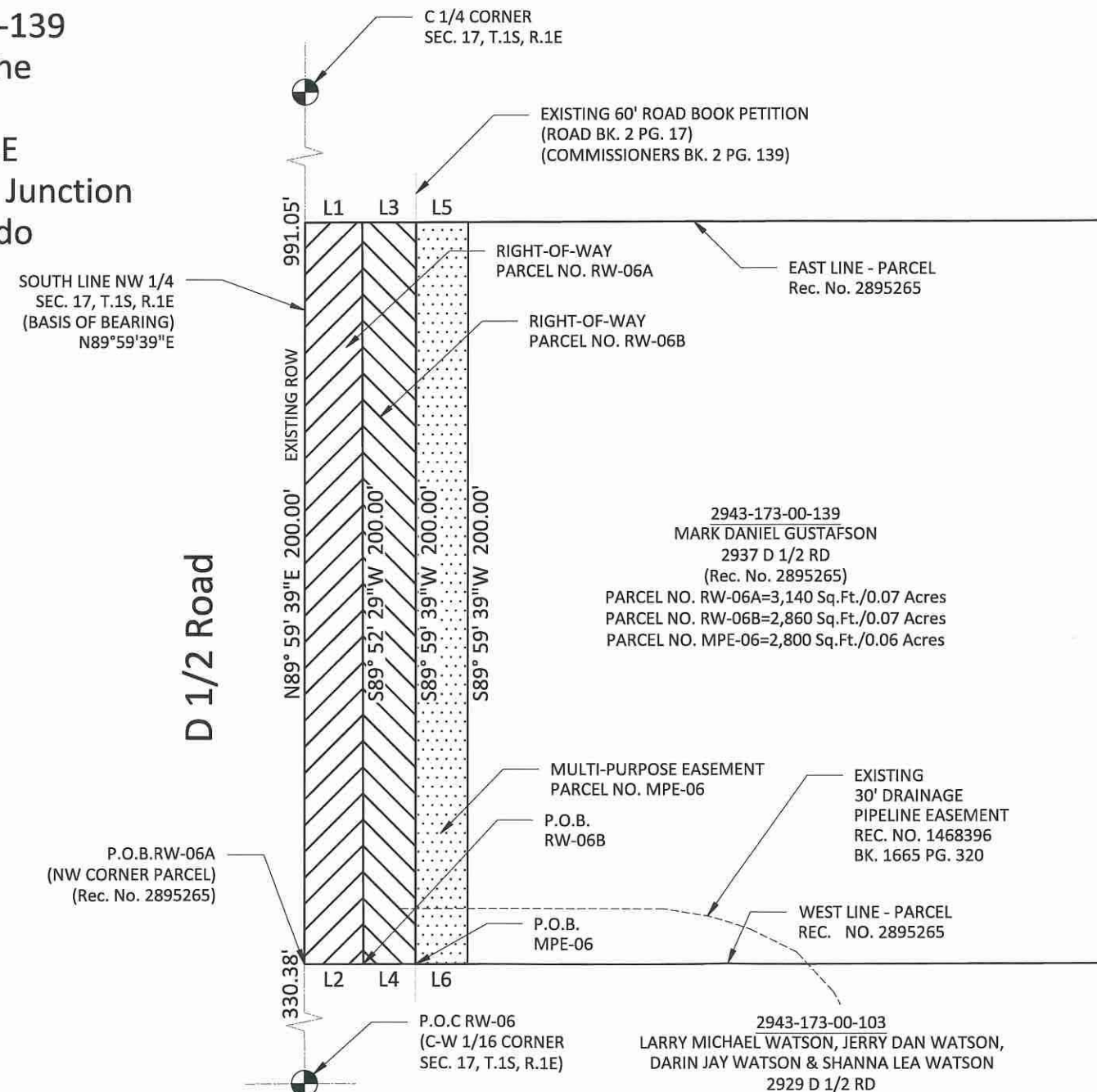
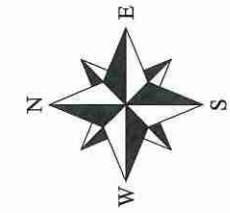
Said parcel of land CONTAINING 2,860 square feet or 0.07 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



EXHIBIT C

Portion of 2943-173-00-139
 Located in a part of the
 NE 1/4 SW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



2943-173-00-222
 PAUL P BIBEAU
 2941 D 1/2 RD

2943-173-00-139
 MARK DANIEL GUSTAFSON
 2937 D 1/2 RD
 (Rec. No. 2895265)
 PARCEL NO. RW-06A=3,140 Sq.Ft./0.07 Acres
 PARCEL NO. RW-06B=2,860 Sq.Ft./0.07 Acres
 PARCEL NO. MPE-06=2,800 Sq.Ft./0.06 Acres

2943-173-00-103
 LARRY MICHAEL WATSON, JERRY DAN WATSON,
 DARIN JAY WATSON & SHANNA LEA WATSON
 2929 D 1/2 RD

Line Table

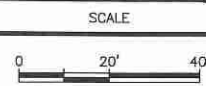
LINE	BEARING	DISTANCE
L1	S00° 08' 17"E	15.49'
L2	N00° 08' 17"W	15.91'
L3	S00° 08' 17"E	14.51'
L4	N00° 08' 17"W	14.09'
L5	S00° 08' 17"E	14.00'
L6	N00° 08' 17"W	14.00'

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	Sq.Ft.	Square Feet

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: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=40'



ENGINEERING & TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 6

GRANT OF MULTI-PURPOSE EASEMENT

30-F04863-23



Mark Daniel Gustafson, Grantor, for and in consideration of the sum of Ten 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 Multi-Purpose Easement ("Easement") for the use and benefit of Grantee and for the use and benefit of public utilities permitted therein by Grantee, to include the installation, operation, maintenance and repair of said utilities and appurtenances, which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees, grade structures, , on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for the legal description and graphic illustration of the Multi-Purpose Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2943-173-00-139

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns and permittees 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 limited purposes and uses and upon the terms stated herein. Grantor 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. Grantor shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other groundcover, without the prior written consent of Grantee. In the event such obstacles are installed in the Easement, Grantee has the right to require Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles within thirty (30) calendar days from the date written notice is given by Grantee to Grantor, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantor for Grantee's costs for such removal. If Grantee chooses not to remove the obstacles, Grantee shall not be liable for any damage to the obstacles or any other property to which they are attached.

Grantor hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

EXHIBIT A

LEGAL DESCRIPTION

2943-173-00-103

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-06

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land as described in Reception Number 2895265 located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-W 1/16 corner of said Section 17, and assuming the north line of said NE1/4 SW1/4 bears N.89°59'39"E. with all other bearings contained herein being relative thereto; thence along the north line of said NE1/4 SW1/4, N.89°59'39"E. a distance of 330.38 feet to the northwest corner of said entire tract; thence S.00°08'17"E. along the west line of said entire tract, a distance of 30.00 feet to the southwest corner of Right-of-Way Parcel No. RW-06B and the Point of Beginning.

Thence along the south line of said Parcel RW-06B, N.89°59'39"E. a distance of 200.00 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°08'17"E. a distance of 14.00 feet; thence S.89°59'39"W. a distance of 200.00 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°08'17"W. a distance of 14.00 feet to the Point of Beginning.

Said parcel of land CONTAINING 2,800 square feet or 0.06 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



Joinder and Consent to Easement

U.S. Bank National Association., its successors and assigns, with an address of 2800 Tamarack Road, Owensboro, KY 42303, as the current holder of that certain Deed of Trust granted by Mark Daniel Gustafson, dated September 13, 2019, as Nominee for U.S. Bank National Association., its successors and assigns, and recorded September 17, 2019 at Reception No. 2895266 in the Office of the Clerk and Recorder of Mesa County, Colorado which encumbers the property described in said Deed of Trust, does hereby consent to the Grant of Multi-Purpose Easement to the City of Grand Junction, Colorado and agrees that said easement shall be superior to the lien of U.S. Bank National Association.

Signed this 20th day of December, 2024.

U.S. Bank National Association.

Misty Sandefur
By: Misty Sandefur, Officer

STATE OF Kentucky

COUNTY OF Daviess

The foregoing instrument was acknowledged before me on this 20th day of December 2024 by Misty Sandefur as Officer of U.S. Bank National Association.

Becky Mayfield
NOTARY PUBLIC

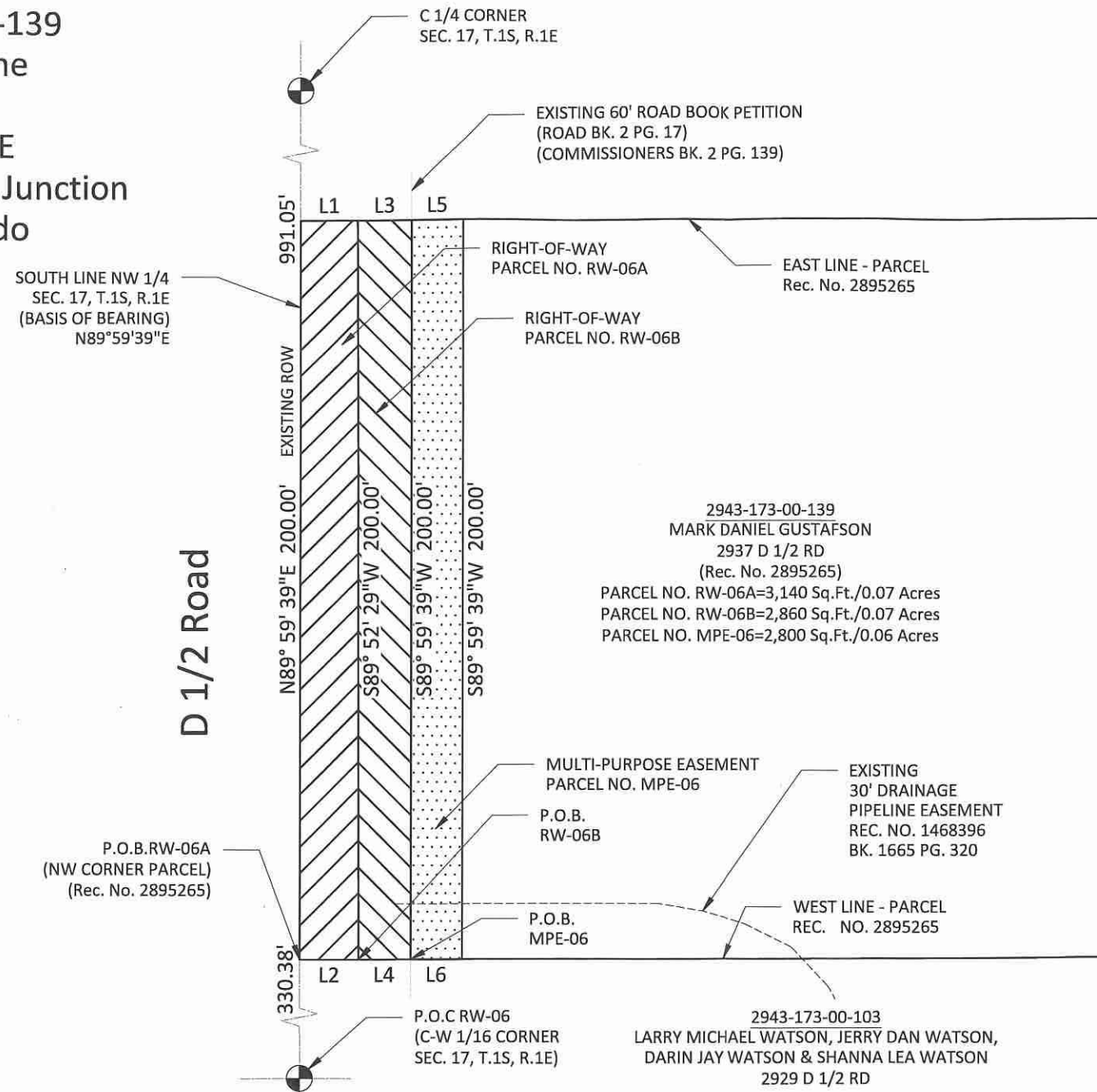
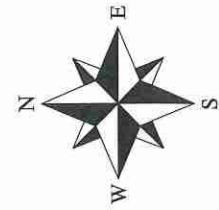
(SEAL)

MY COMMISSION EXPIRES: 4-29-2027



EXHIBIT B

Portion of 2943-173-00-139
 Located in a part of the
 NE 1/4 SW1/4
 Section 17, T.1S, R.1E
 Ute Meridian, City of Grand Junction
 Mesa County, Colorado



2943-173-00-222
 PAUL P BIBEAU
 2941 D 1/2 RD

Line Table

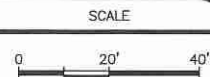
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 DATE: 04-11-2024
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 APPROVED BY: CSB
 SCALE: 1"=40'



**ENGINEERING &
 TRANSPORTATION**
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 6