

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS MEMORANDUM OF AGREEMENT	Project No.: F210305
	Description: D ½ Road Improvement Project
	Owner(s): Reyes & Marrison Enriquez
	Parcels: RW-16, MPE-16

This Memorandum of Agreement ("Agreement") is made and entered into this 10TH day of December, 2024, by and between **Reyes Enriquez and Marrison Enriquez** 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 2972 D ½ Road in the City of Grand Junction, County of Mesa, State of Colorado, as identified by Mesa County Assessor Parcel Number 2943-171-00-260, 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-16: 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 1,768 square feet (0.04 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 "C"; and also

Parcel No. MPE-16: 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 2,475 square feet (0.06 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 "C".

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-16:	1,768 sq.ft. @ \$4.00/sq.ft.	= \$7,072.00
Parcel No. MPE-16:	2,475 sq.ft. @ \$4.00/sq.ft. x 50%	= \$4,950.00
	Total Land & Easement Value	= \$12,022.00
Improvements:		
• 2 Medium Deciduous Trees	\$ 299.90	
• 1 Large Rose Bush	\$ 62.95	
• 1 Medium Bush	\$ 55.95	
• 120 sq. ft. Asphalt Driveway	\$ 570.00	
• 120 sq. ft. Gravel Driveway	\$ 308.45	
• 13 LF Wood Fencing	\$ 189.96	
• 1 Birch Tree	\$ 219.95	
	Total Improvements Contributory Value	= \$1,707.16
	Total Consideration	= \$13,750.00 (rounded)
	Administrative Settlement	= \$1,975.00
	Total	= \$15,725.00

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-16.
 - c. One (1) good and sufficient Grant of Multi-Purpose Easement Agreement for Parcel No. MPE-16.
 - 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:

Reyes J Enriquez

Reyes Enriquez

Marrissa Enriquez
Marrissa Enriquez

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

Andrea Phillips
~~Andrea Phillips, Interim City Manager~~
MICHAEL BENNETT

EXHIBIT A

LEGAL DESCRIPTION

2943-171-00-260

RIGHT-OF-WAY PARCEL NO. RW-16

A parcel of land being a portion of an entire tract of land as described in Reception Number 2764861 located in the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 17, and assuming the South line of said SW1/4 NE1/4 bears N.89°58'57"W. with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, N.89°58'57"W. a distance of 30.00 feet; thence N.00°07'52"W. a distance of 30.00 feet to southeast corner of said entire tract and the Point of Beginning.

Thence along the south line of said entire tract, N.89°58'57"W. a distance of 176.80 feet to the southwest corner of said entire tract; thence along the west line N.00°06'16"W. a distance of 10.00 feet; thence S.89°58'57"E., a distance of 176.79 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°07'52"E. a distance of 10.00 feet to the Point of Beginning.

Said Parcel of Land CONTAINING 1768 Square Feet or 0.04 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

2943-171-00-260

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-16

A fourteen foot (14') wide parcel of land being a portion of an entire tract of land described in Reception Number 2764861 located in the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 17, and assuming the South line of said SW1/4 NE1/4 bears N.89°58'57"W. with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, N.89°58'57"W. a distance of 30.00 feet; thence N.00°07'52"W. a distance of 40.00 feet to the northeast corner of Right-of-Way Parcel RW-16 and the Point of Beginning.

Thence along the north line of said Parcel RW-16, N.89°58'57"W. a distance of 176.79 feet to a point in the west line of said entire tract; thence along the west line of said entire tract, N.00°06'16"W. a distance of 14.00 feet; thence S.89°58'57"E. a distance of 176.78 feet to a point in the east line of said entire tract; thence along east line of said entire tract, S.00°07'52"E. a distance of 14.00 feet to the Point of Beginning.

Said Parcel of Land CONTAINING 2,475 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 C

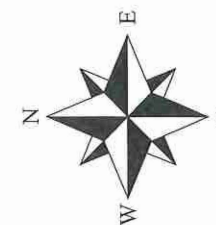
Portion of 2943-171-00-260
 Located in a part of the
 SW1/4 NE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado

29 3/4 Road
 PRESENT 29 3/4 RD R.O.W
 (Rec. No. 2233184)

P.O.C RW-16
 (C-E 1/16 CORNER
 SEC. 17, T.1S, R.1E)

P.O.B.RW-16
 (SE CORNER PARCEL)
 (Rec. No. 2764861)

P.O.B.
 MPE-16



30.00'

EAST LINE - PARCEL
 Rec. No. 2764861

RIGHT-OF-WAY
 PARCEL NO. RW-16

SOUTH LINE NE 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 N89°58'57"W

2943-171-00-264
 CALFRAC WELL SERVICES CORP

Line Table

LINE	BEARING	DISTANCE
L1	N00° 07' 52"W	30.00'
L2	N00° 06' 16"W	10.00'
L3	S00° 07' 52"E	10.00'
L4	N00° 06' 16"W	14.00'
L5	S00° 07' 52"E	14.00'

2943-171-00-260
 PATTI S KELLEY
 2972 D 1/2 RD
 (Rec. No. 2764861)
 PARCEL NO. RW-16=1,768 Sq.Ft./0.04 Acres
 PARCEL NO. MPE-16=2,475 Sq.Ft./0.06 Acres

D 1/2 Road
 EXISTING 30' ROW
 (Rec. No. 2233184)

S89° 58' 57"E 176.78'

S89° 58' 57"E 176.79'

N89° 58' 57"W 176.80'

MULTI-PURPOSE EASEMENT
 PARCEL NO. MPE-16

EXISTING 30' ROW
 (Rec. No. 2918336)

WEST LINE - PARCEL
 REC. NO. 2764861

1289.53'

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

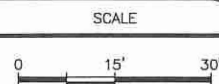
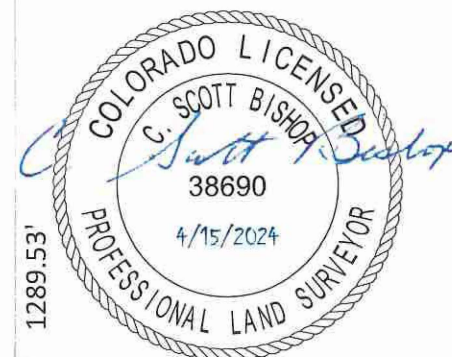
The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or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

DRAWN BY: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=30'

2943-171-00-205
 MODESTO & ANDREW S GALVAN
 2964 D 1/2 RD

EXISTING 60' ROAD BOOK PETITION
 (ROAD BK. 2 PG. 17)
 (COMMISSIONERS BK. 2 PG. 139)

C 1/4 CORNER
 SEC. 17, T.1S, R.1E



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 16

EXHIBIT A

LEGAL DESCRIPTION
2943-171-00-260
RIGHT-OF-WAY PARCEL NO. RW-16

A parcel of land being a portion of an entire tract of land as described in Reception Number 3103544 and corrected by that AFFIDAVIT recorded in Reception Number 3106776, located in the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 17, and assuming the South line of said SW1/4 NE1/4 bears N 89°58'57" W with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, N 89°58'57" W a distance of 30.00 feet; thence N 00°07'52" W a distance of 30.00 feet to southeast corner of said entire tract and the Point of Beginning.

Thence along the south line of said entire tract, N 89°58'57" W a distance of 176.80 feet to the southwest corner of said entire tract; thence along the west line N 00°06'16" W a distance of 10.00 feet; thence S 89°58'57" E a distance of 176.79 feet to a point on the east line of said entire tract; thence along the east line of said entire tract, S 00°07'52" E a distance of 10.00 feet to the Point of Beginning.

Said Parcel of Land CONTAINING 1,768 Square Feet or 0.04 Acres, more or less, as described.

Authored by: Ted T Taggart, PLS #37075
288 Vista Valley Dr
Fruita, CO 81521

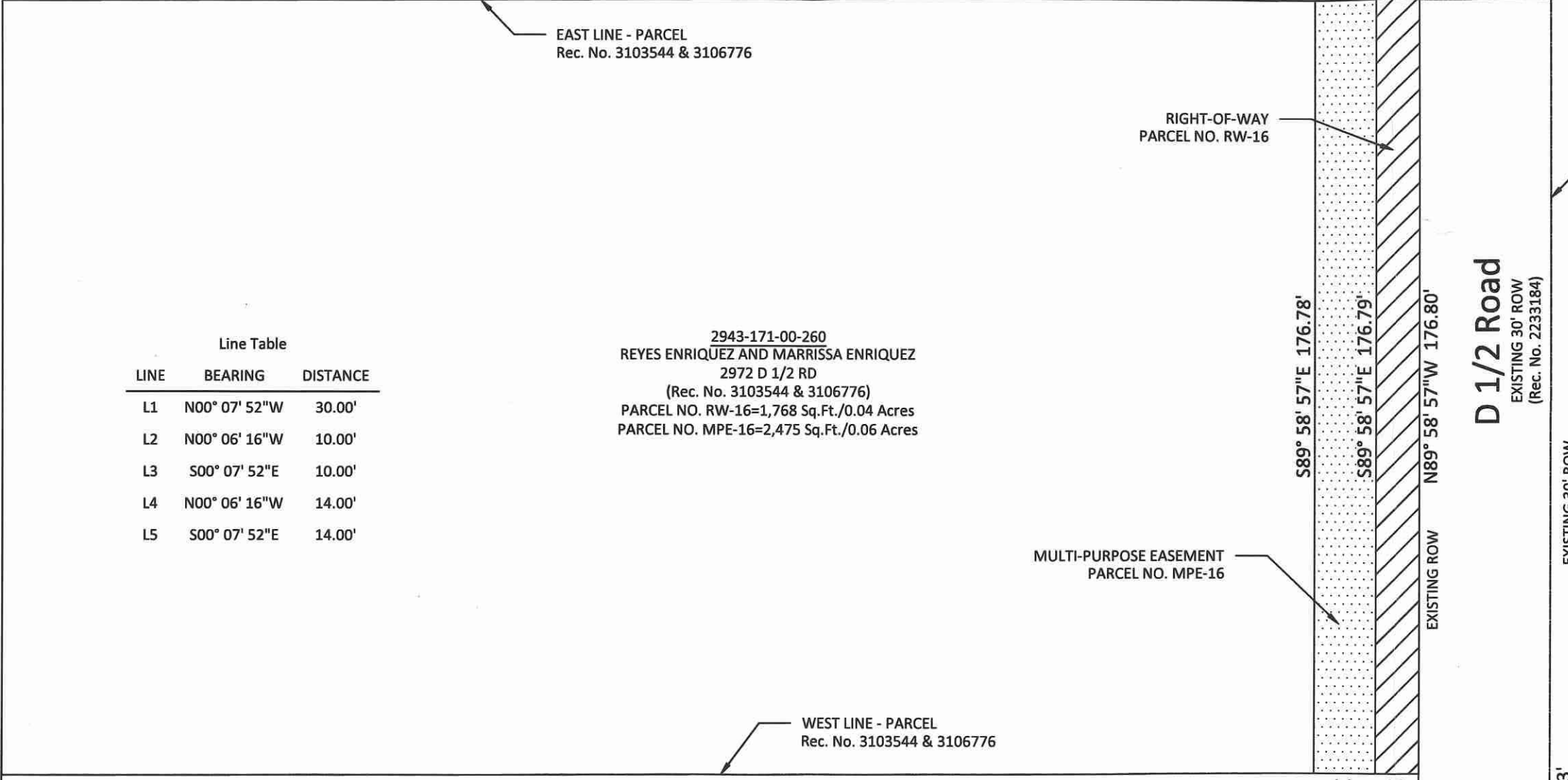
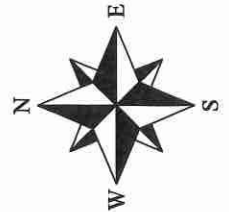


EXHIBIT B

Portion of 2943-171-00-260
 Located in a part of the
 SW1/4 NE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado

29 3/4 Road
 PRESENT 29 3/4 RD R.O.W
 (Rec. No. 2233184)

P.O.C RW-16
 (C-E 1/16 CORNER
 SEC. 17, T.1S, R.1E)
 P.O.B.RW-16
 (SE CORNER PARCEL)
 (Rec. No. 3103544 & 3106776)
 P.O.B.
 MPE-16



EAST LINE - PARCEL
 Rec. No. 3103544 & 3106776

RIGHT-OF-WAY
 PARCEL NO. RW-16

SOUTH LINE NE 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 N89°58'57"W

2943-171-00-260
 REYES ENRIQUEZ AND MARRISSA ENRIQUEZ
 2972 D 1/2 RD
 (Rec. No. 3103544 & 3106776)
 PARCEL NO. RW-16=1,768 Sq.Ft./0.04 Acres
 PARCEL NO. MPE-16=2,475 Sq.Ft./0.06 Acres

MULTI-PURPOSE EASEMENT
 PARCEL NO. MPE-16

WEST LINE - PARCEL
 Rec. No. 3103544 & 3106776

Line Table

LINE	BEARING	DISTANCE
L1	N00° 07' 52"W	30.00'
L2	N00° 06' 16"W	10.00'
L3	S00° 07' 52"E	10.00'
L4	N00° 06' 16"W	14.00'
L5	S00° 07' 52"E	14.00'

2943-171-00-264
 CALFRAC WELL SERVICES CORP

ABBREVIATIONS

P.O.C.	Point Of Commencement	Rec.	Reception
P.O.B.	Point Of Beginning	No.	Number
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SEC.	Section	MPE	Multi-Purpose Easement
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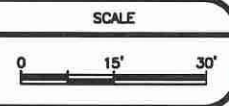
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DRAWN BY: CT
 DATE: 10-22-2024
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1" = 30'

2943-171-00-205
 MODESTO & ANDREW S GALVAN
 2964 D 1/2 RD

EXISTING 60' ROAD BOOK PETITION
 (ROAD BK. 2 PG. 17)
 (COMMISSIONERS BK. 2 PG. 139)

C 1/4 CORNER
 SEC. 17, T.1S, R.1E



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 16

This original document has been electronically recorded with the Clerk and Recorders Office By: Fidelity National Title Company

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



370-F04875-23

MERS MIN # 100063200041916923

REQUEST FOR FULL [] / PARTIAL [x]

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

May 15 2025 Date
REYES ENRIQUEZ, A SINGLE MAN, AND MARRISSA ENRIQUEZ, A SINGLE WOMAN Original Grantor (Borrower)
2972 D 1/2 ROAD, GRAND JUNCTION, CO 81504 Current Address of Original Grantor, Assuming Party, or Current Owner
MANN MORTGAGE, LLC Original Beneficiary (Lender)
SEPTEMBER 3, 2024 Date of Deed of Trust
SEPTEMBER 6, 2024 Date of Recording and/or Re-Recording of Deed of Trust
Reception #: 3103545 Recording Information

County Rcpt. 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.)

EXHIBIT A AND 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. [x] 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

Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Lakeview Loan Servicing LLC, its successor and assigns

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 Priscilla Woods Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as Nominee for Lakeview Loan Servicing, LLC Its Successors and Assigns 601 Riverside Avenue, Bldg. 5, 5th Floor, Jacksonville, FL 32204

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

N/A

Signature

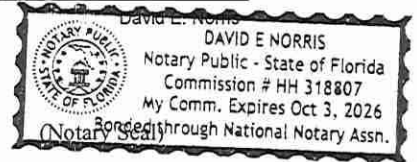
Signature

State of Florida, County of Duval

The foregoing Request for Release was acknowledged before me on May 15, 2025 (Date)

by* Priscilla Woods Assistant Secretary

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



Witness my hand and official seal

David E. Norris
Notary Public

October 3, 2026

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

LEGAL DESCRIPTION
2943-171-00-260
RIGHT-OF-WAY PARCEL NO. RW-16

A parcel of land being a portion of an entire tract of land as described in Reception Number 3103544 and corrected by that AFFIDAVIT recorded in Reception Number 3106776, located in the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 17, and assuming the South line of said SW1/4 NE1/4 bears N 89°58'57" W with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, N 89°58'57" W a distance of 30.00 feet; thence N 00°07'52" W a distance of 30.00 feet to southeast corner of said entire tract and the Point of Beginning.

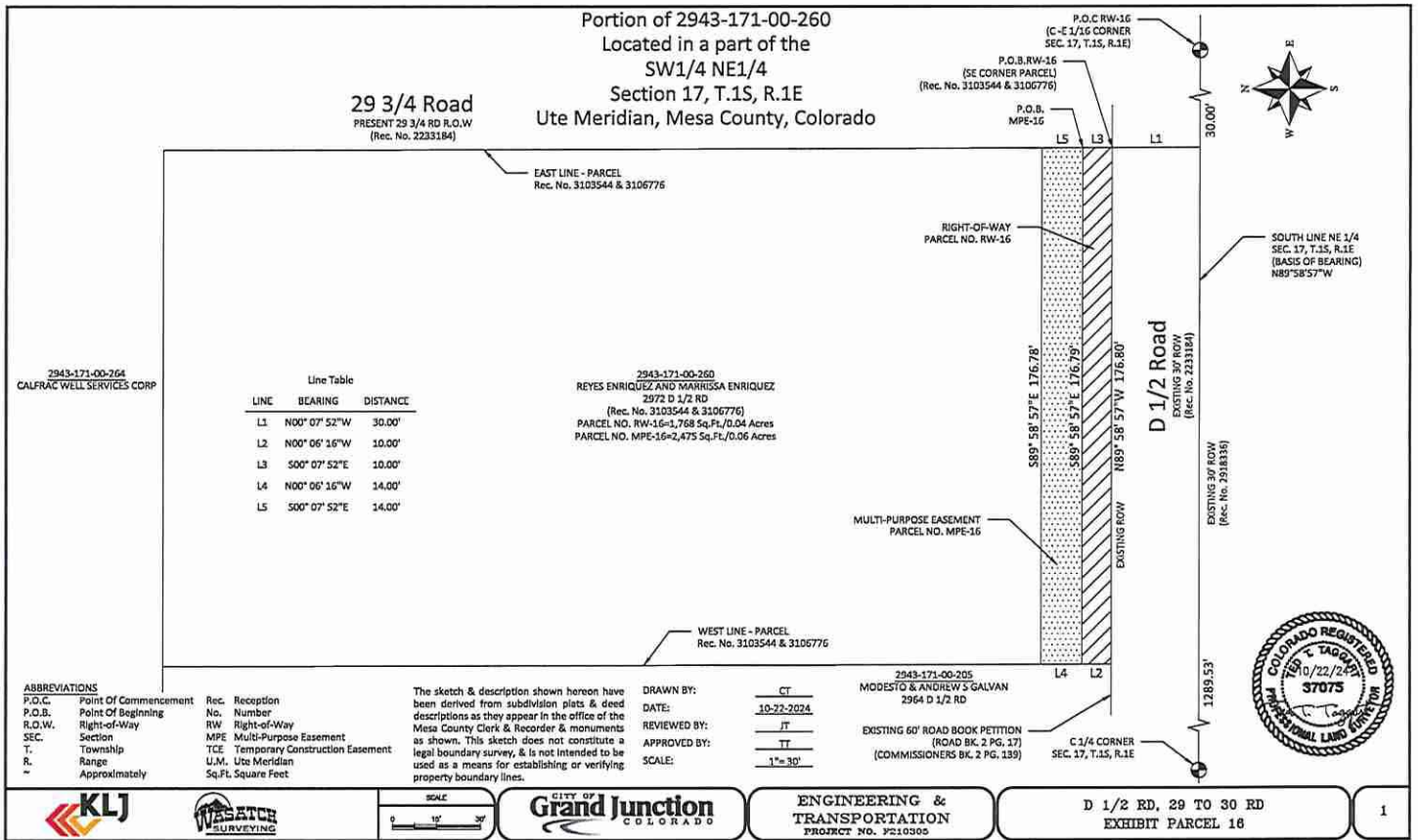
Thence along the south line of said entire tract, N 89°58'57" W a distance of 176.80 feet to the southwest corner of said entire tract; thence along the west line N 00°06'16" W a distance of 10.00 feet; thence S 89°58'57" E a distance of 176.79 feet to a point on the east line of said entire tract; thence along the east line of said entire tract, S 00°07'52" E a distance of 10.00 feet to the Point of Beginning.

Said Parcel of Land CONTAINING 1,768 Square Feet or 0.04 Acres, more or less, as described.

Authored by: Ted T Taggart, PLS #37075
288 Vista Valley Dr
Fruita, CO 81521



EXHIBIT B



RECEPTION#: 3130273, at 7/1/2025 2:42:32 PM, 1 of 3

Recording: \$43.00, Bobbie Gross, Mesa County, CO. CLERK AND RECORDER

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



370-F04875-23

MERS MIN # 100063200041916023

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

Date: May 15 2025
Original Grantor (Borrower): REYES ENRIQUEZ A SINGLE MAN, AND MARISSA ENRIQUEZ, A SINGLE WOMAN
Current Address of Original Grantor, Assuming Party, or Current Owner: 2972 D 1/2 ROAD, GRAND JUNCTION, CO 81504
 Check here if current address is unknown
Original Beneficiary (Lender): MANN MORTGAGE, LLC
Date of Deed of Trust: SEPTEMBER 3, 2024
Date of Recording and/or Re-Recording of Deed of Trust: SEPTEMBER 8, 2024
Recording Information: Reception #: 3103545

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.)

EXHIBIT A AND 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 author 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):

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**

Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Lakeview Loan Servicing LLC, its successor and assigns

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: Pricilla Woods Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as Nominee for Lakeview Loan Servicing, LLC Its Successors and Assigns 601 Riverside Avenue, Bldg. 5, 9th Floor, Jacksonville, FL 32204

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

N/A

Signature

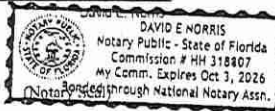
Signature

State of Florida, County of Duval

The foregoing Request for Release was acknowledged before me on May 15, 2025 (Date)

by* Pricilla Woods Assistant Secretary

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



Witness my hand and official seal

David E. Norris
Notary Public

David E. Norris

October 3, 2026

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)

Denise Kampf
Deputy Public Trustee

July 01, 2025

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

GRANT OF MULTI-PURPOSE EASEMENT

Reyes Enriquez and Marrison Enriquez, 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.: 2943-171-00-260

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
2943-171-00-260
MULTI-PURPOSE EASEMENT PARCEL NO. MPE-16

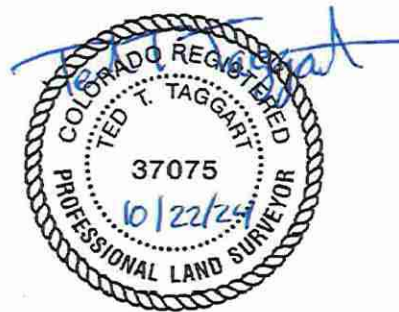
A fourteen foot (14') wide parcel of land being a portion of an entire tract of land described in Reception Number 3103544 and corrected by that AFFIDAVIT recorded in Reception Number 3106776, located in the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C-E 1/16 corner of said Section 17, and assuming the South line of said SW1/4 NE1/4 bears N 89°58'57" W with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, N 89°58'57" W a distance of 30.00 feet; thence N 00°07'52" W a distance of 40.00 feet to the northeast corner of Right-of-Way Parcel RW-16 and the Point of Beginning.

Thence along the north line of said Parcel RW-16, N 89°58'57" W a distance of 176.79 feet to a point on the west line of said entire tract; thence along the west line of said entire tract, N 00°06'16" W a distance of 14.00 feet; thence S 89°58'57" E a distance of 176.78 feet to a point on the east line of said entire tract; thence along east line of said entire tract, S 00°07'52" E a distance of 14.00 feet to the Point of Beginning.

Said Parcel of Land CONTAINING 2,475 Square Feet or 0.06 Acres, more or less, as described.

Authored by: Ted T Taggart, PLS #37075
288 Vista Valley Dr
Fruita, CO 81521



MIN: 1000632-0004191692-3
MERS Phone: 1-888-679-6377
Loan # 0068786987

Consent to Easement

Mortgage Electronic Registration Systems, Inc. ("MERS"), MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument, as nominee for Lakeview Loan Servicing, its successors and assigns, PO Box 2026, Flint, MI 48501-2026 and telephone (888) 679-MERS, of a Deed of Trust executed by Reyes Enriquez, a single man, and Marrissa Enriquez, a single woman, Dated September 3, 2024 and recorded September 6, 2024 with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 3103545 which encumbers the property described in the Deed of Trust referenced above, does hereby consent to the Multi-Purpose Easement and agrees that said easement shall be superior to the lien of MERS, Beneficiary.

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Signed this 29th day of May, 2025

Mortgage Electronic Registration Systems, Inc. as Nominee for Lakeview Loan Servicing, LLC, Its Successors and Assigns.

By: 

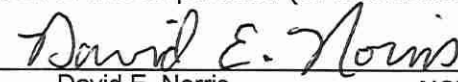
Print Name: Priscilla Woods

Its: Assistant Secretary

STATE OF Florida

COUNTY OF Duval

On May 29 2025 before me appeared Priscilla Woods to me personally known, who did say that s/he/they is (are) who is Assistant Secretary of Mortgage Electronic Registration Systems, Inc. as Nominee for Lakeview Loan Servicing, LLC, and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).


David E. Norris, NOTARY PUBLIC

(SEAL)

NOTARY ID: HH 318807

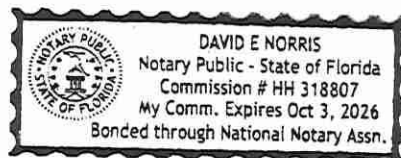


EXHIBIT B

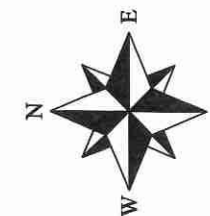
Portion of 2943-171-00-260
 Located in a part of the
 SW1/4 NE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado

29 3/4 Road
 PRESENT 29 3/4 RD R.O.W
 (Rec. No. 2233184)

P.O.C RW-16
 (C-E 1/16 CORNER
 SEC. 17, T.1S, R.1E)

P.O.B.RW-16
 (SE CORNER PARCEL)
 (Rec. No. 3103544 & 3106776)

P.O.B.
 MPE-16



EAST LINE - PARCEL
 Rec. No. 3103544 & 3106776

RIGHT-OF-WAY
 PARCEL NO. RW-16

SOUTH LINE NE 1/4
 SEC. 17, T.1S, R.1E
 (BASIS OF BEARING)
 N89°58'57"W

2943-171-00-264
 CALFRAC WELL SERVICES CORP

Line Table

LINE	BEARING	DISTANCE
L1	N00° 07' 52"W	30.00'
L2	N00° 06' 16"W	10.00'
L3	S00° 07' 52"E	10.00'
L4	N00° 06' 16"W	14.00'
L5	S00° 07' 52"E	14.00'

2943-171-00-260
 REYES ENRIQUEZ AND MARRISSA ENRIQUEZ
 2972 D 1/2 RD
 (Rec. No. 3103544 & 3106776)
 PARCEL NO. RW-16=1,768 Sq.Ft./0.04 Acres
 PARCEL NO. MPE-16=2,475 Sq.Ft./0.06 Acres

MULTI-PURPOSE EASEMENT
 PARCEL NO. MPE-16

WEST LINE - PARCEL
 Rec. No. 3103544 & 3106776

2943-171-00-205
 MODESTO & ANDREW S GALVAN
 2964 D 1/2 RD

EXISTING 60' ROAD BOOK PETITION
 (ROAD BK. 2 PG. 17)
 (COMMISSIONERS BK. 2 PG. 139)

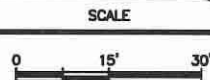
C 1/4 CORNER
 SEC. 17, T.1S, R.1E

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: CT
 DATE: 10-22-2024
 REVIEWED BY: JT
 APPROVED BY: TT
 SCALE: 1" = 30'



ENGINEERING &
 TRANSPORTATION
 PROJECT NO. F210305

D 1/2 RD, 29 TO 30 RD
 EXHIBIT PARCEL 16