



DEVELOPMENT APPLICATION
 Community Development Department
 250 North 5th Street Grand Junction, CO 81501
 (303) 244-1430

Receipt # 3292
 Date _____
 Rec'd By _____
 File No. LA-95-227

We, the undersigned, being the owners of property situated in Mesa County,
 State of Colorado, as described herein do hereby petition this:

\$160.00

LOT LINE ADJUSTMENT

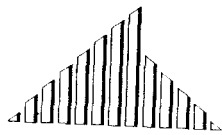
Complete this application and submit, with documents listed below, to the Grand Junction Community Development Department, 250 N 5th Street, Grand Junction, CO 81501, 244-1430.

COMMON LOCATION AND ADDRESS OF PROPERTY(S): 2 1/2 + F 1/4 Rd

TAX SCHEDULE NUMBER(S): 2945-044-00-117

SUBMITTAL REQUIREMENTS

1. Narrative (4 copies)
2. A reduced Assessor's
3. A land improvement structures in relation
4. Current ownership & have a record interest
5. Unsigned Warranty I
6. Copy of the certifica
7. Review Agency Coy Department. (1 each
8. Lien Holder(s) Sign:
9. \$160.00 process



**ABSTRACT & TITLE CO.
 OF MESA COUNTY, INC.**

(303) 242-8234

FAX (303) 241-4925

Jim Bussey will pick up.

PLS CALL LIM

GRISIA FOR ANY OTHER

Needs - 243-8245

es exist, the location of the
 owners and lien holders that
 (1 copy each)
 lays). (1 copy)
 Community Development

PROPERTY OWNER

EPRESENTATIVE

TOMICHI INVESTMENT

Cecil CASTER

Name

Name

C/O G. MICHAEL BUSSEY

755 Road Ave

Address

Address

Address

GRAND JUNCTION CO 81501

600 det Co 81501

City/State/Zip

City/State/Zip

City/State/Zip

970-243-8245

275-4189

Business Phone No.

Business Phone No.

Business Phone No.

NOTE: Legal property owner is owner of record on date of submittal.

I (we) certify that, to my (our) knowledge, this application is complete and true in its entirety and further understand that any material errors or omissions will result in voiding any approval(s).

[Signature]
 Signature of Person Completing Application

12/11/95

Date

Signature of Property Owner(s) - Attach Additional Sheets if Necessary

2135 N. 7th Street
Grand Junction, CO 81501 (970) 243-8245

December 11, 1995

City of Grand Junction
Community Development Department
250 N. 5th Street
Grand Junction, CO 81501
244-1430

RE: LOT LINE ADJUSTMENT
PARCEL # 2945-044-00-117 24 1/2 and F 1/4 Roads - east side.

Tomichi Investment, A Colorado Partnership, requests the adjustment of the lot line as described on the attached "Boundary Line Adjustment" map.

Members of the Tomichi Investment Partnership are:

Denver G. Cherry
G. Michael Bussey
Mary Lou Welch
James R. Grisier

Attached are copies of title work describing ownership of the two parcels involved.

Parcel 1 - Bussey, etal/JBI Associates
Parcel 2 - Fellston/JBI Associates

The purpose of the the lot line adjustment is to facilitate sale of the south portion of the existing Parcel 1 to JBI Associates.

A

- 1) The approximate acreage of the Tomichi Investment property involved is 4 acres.
- 2) The owners of the Tomichi Investment Property have no current or future interest in the development of the portion of the property to which the lot line adjustment is being requested and no knowlege of the purchasers intent.

B

- 1) The public will benefit by development of an area already enclosed by commercial uses.

C

- 1) The eventual use of the property and plan by the purchaser is unknown the current owners.

D

Not applicable at this time.



The printed portions of this form, except (italicized) (differentiated) additions, have been approved by the Colorado Real Estate Commission. (LC22-1-94)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING. Compensation charged by real estate brokers is not set by law. Such charges are established by each real estate broker.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY, SUBAGENCY OR TRANSACTION-BROKER.

**EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT
(FARM AND RANCH/VACANT LAND)
(TRANSACTION-BROKER)**

Grand Junction, Colorado August 1, 1994
Denver G. Cherry, James R. Grisier & G. Michael Bussey
Name(s) of Owner(s)

("Seller") hereby irrevocably appoint(s) Coldwell Banker Home Owners Realty, Inc.,
2499 Highway 6 & 50, Grand Junction, Colorado 81505
Broker's Name and Address

("Broker") as Seller's exclusive broker for the purposes and under the terms specified herein, and the parties agree:

1. **PURPOSE OF CONTRACT.** The purpose of this contract ("Listing Contract") is to engage the efforts of Broker to accomplish the sale of the real property legally described as: Beginning N 0°1'6" west 658.54 Ft from south 1/4 corner Section 4 1S 1W N 0°1'6" W 1275.5 Ft N 89°48'26" east 299.86 Ft S 0°56' E 616.95 Ft S 0°54' E 658.54 Ft S 89°48'21" west 299.8 Ft to beginning, except west 30 Ft for road Tax schedule #2945-044-00-117

also known as 624 24 1/2 Road, Grand Junction, Colorado 81505
Street Address City State Zip

together with the following water rights: all appurtenant thereto

the following water stock: 14 shares Grand Valley Irrigation Company

all water rights, reservoir or storage rights, if any; all pumping or well equipment, if any; the following growing crops: None

together with such items of personal property to be conveyed pursuant to Section 8 (collectively, the "Property").

2. **BROKER'S SERVICES.** Broker is not an agent or advocate of Seller or buyer. The Seller shall not be vicariously liable for the acts of Broker.

- (a) Broker shall exercise reasonable skill and care for Seller including, but not limited to:
 - (1) Presenting all offers to and from the Seller in a timely manner regardless of whether the Property is subject to a contract for sale;
 - (2) Advising the Seller and the buyer to obtain expert advice as to material matters about which the Broker knows but the specifics of which are beyond the expertise of the Broker;
 - (3) Accounting in a timely manner for all money and property received;
 - (4) Keeping the Seller and the buyer fully informed regarding the transaction;
 - (5) Assisting the Seller and the buyer in complying with the terms and conditions of any contract for Sale including closing the transaction;
 - (6) Disclosing to the Seller adverse material facts actually known by the Broker; and
 - (7) Informing the Seller and the buyer that, in their respective capacities, they shall not be vicariously liable for the acts of the Broker.
- (b) Broker shall not disclose the following information without the informed consent of the Seller:
 - (1) That the Seller is willing to accept less than the asking price for the Property;
 - (2) What the motivating factors are for the Seller to sell the Property;
 - (3) That the Seller will agree to financing terms other than those offered;
 - (4) Any material information about the Seller unless the disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
 - (5) Any facts or suspicions regarding circumstances which may psychologically impact or stigmatize any real property pursuant to Colorado law.
- (c) Broker shall disclose to any prospective buyer all adverse material facts actually known by Broker including but not limited to adverse material facts pertaining to the title to the Property and the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required by law to be disclosed.

3. **SALE.** "Sale of the Property" or "Sale" means the voluntary transfer or exchange of any interest in the Property or the voluntary creation of the right to acquire any interest in the Property (including a contract or lease).

4. **EFFECT OF THIS LISTING CONTRACT.** By this appointment, Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and to refer to Broker all inquiries received in any form from real estate brokers, salespersons, prospective buyers, tenants or any other source during the time this Listing Contract is in effect. Seller authorizes Broker to disclose any facts about the Property. In addition, Seller agrees that any Broker compensation which is conditioned upon the Sale of the Property shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

REVIEW COMMENTS

Page 1 of 1

FILE #LLA-95-227

TITLE HEADING: Lot Line Adjustment

LOCATION: 24 1/2 & F 1/4 Roads

PETITIONER: Tomichi Investments

PETITIONER'S ADDRESS/TELEPHONE: c/o G. Michael Bussey
2150 Shenandoah
Grand Junction, CO 81501
243-8245

PETITIONER'S REPRESENTATIVE: Cecil Caster

STAFF REPRESENTATIVE: Bill Nebeker

NOTE: THE PETITIONER IS REQUIRED TO SUBMIT FOUR (4) COPIES OF WRITTEN RESPONSE AND REVISED DRAWINGS ADDRESSING ALL REVIEW COMMENTS .

GRAND JUNCTION FIRE DEPARTMENT **1/3/96**
Hank Masterson **244-1414**

The Fire Department has no problems with this proposal.

COMMUNITY DEVELOPMENT DEPARTMENT **1/4/96**
Bill Nebeker **244-1447**

1. Right-of-way dedication must be made by deed. Submit originals to Tim Woodmansee, City Property Agent, for review and approval.
2. When deeds are ready to be recorded, submit originals with signatures and \$30 check made payable to Mesa County Clerk and Recorder.

CITY DEVELOPMENT ENGINEER **1/5/96**
Jody Kliska **244-1591**

Please submit deed for right-of-way to City Property Agent.

CITY PROPERTY AGENT **1/5/96**
Steve Pace **244-0003**

1. Deeds for right-of-way dedication should be on warranty deeds, to the City of Grand Junction. If you have any questions call Tim Woodmansee at 244-1565.
2. Warranty Deed describing parcel 1 and portion of parcel 2 formerly belonging to parcel 1 is not needed. What is needed is a warranty deed describing parcel 2, including the portion deeded from parcel 1.
3. A corner on the survey on 25 Road is incorrectly labeled as a quarter corner. Should be a 1/16th corner?
4. Check spelling on deeds.
5. Recording fee for all deeds is \$30, payable to Mesa County Clerk & Recorder.

