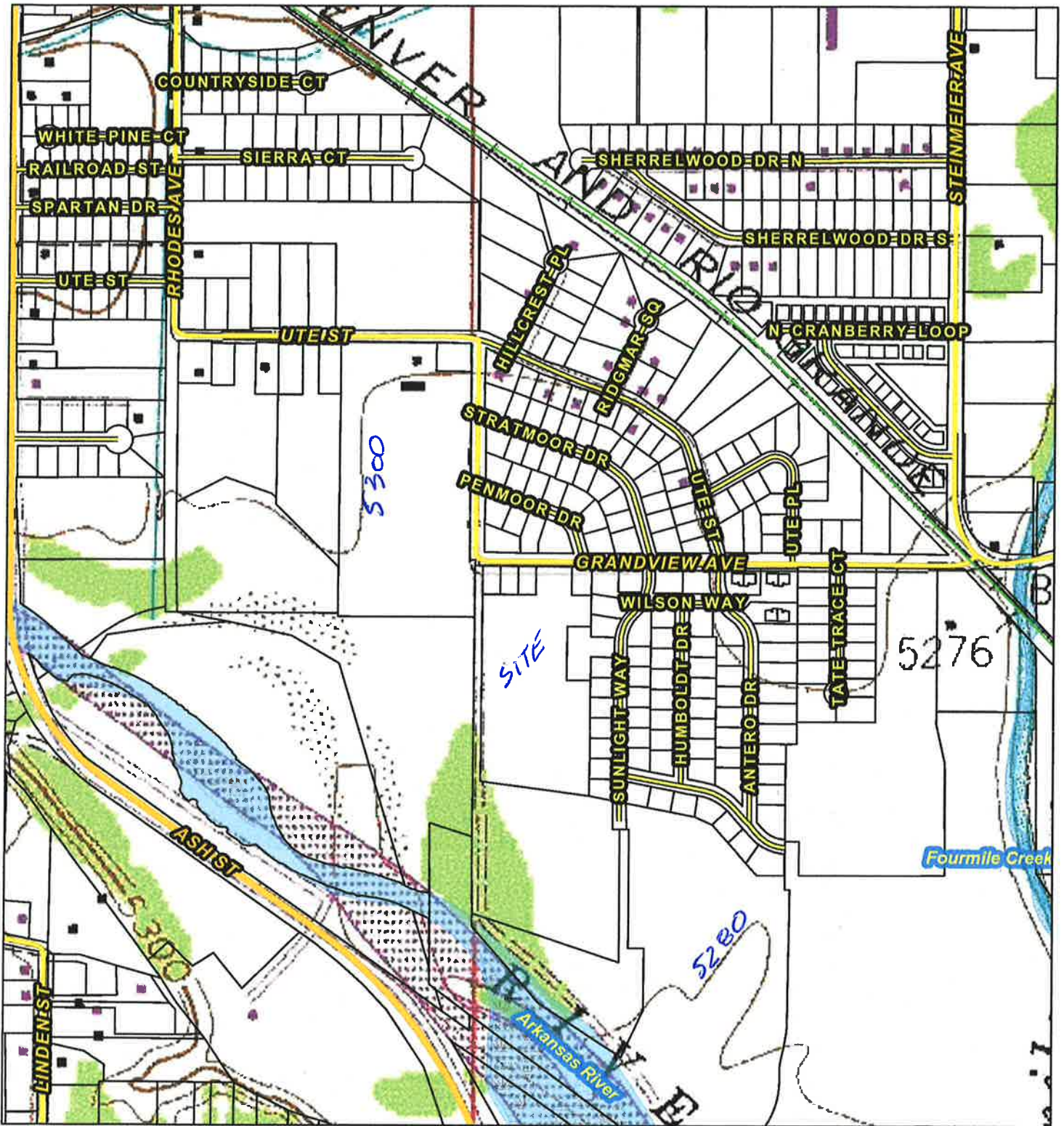
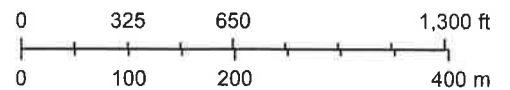


Fremont County Regional GIS Authority, CO



May 11, 2022

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DRAINAGE INFORMATION

BRADDY BUILDERS SUB

THE SITE SLOPES GENTLY FROM NORTH TO SOUTH, IT IS WELL DRAINED AND PREVIOUSLY IRRIGATED PASTURE. THERE ARE NO DRAINAGES OR EROSION AREAS AND NOT SPOT DRAINAGES.

IN MY PROFESSIONAL OPINION THAT A DRAINAGE DETENTION AREA WOULD NOT BE APPROPRIATE FOR THE LOT SIZES AND SITE SLOPE. THE ADDITION OF THE ONE RESIDENCE WILL BE INSIGNIFICANT AND NOT INCREASE THE HISTORIC DISCHARGE IN A MEASURABLE AMOUNT.

A WAIVER OF THE REQUIRED REPORT IS REQUESTED.



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WATER SERVICE CONTRACT
CONTAINING AGREEMENT TO ANNEXATION
(REGARDING REAL PROPERTY PROPOSED FOR SUBDIVISION)
MICHEL SUBDIVISION

WHEREAS, W.E. Michel, whose current address is 3028 Grandview Avenue, Canon City, Colorado 81212, (hereinafter called "Applicant"), has made application to the Cañon City Water Department, a water activity enterprise of the City of Cañon City (hereinafter "Water Department"), for water service to certain real property legally described in the attached Exhibit "A" (hereinafter the "Property"), which Property is located outside the corporate limits of the City of Cañon City; and

WHEREAS, Applicant has developed the Property into a five-lot subdivision and may or will need to furnish a copy of this Contract to Fremont County, Colorado authorities as evidence of the availability of water service for such subdivision as a precondition to Fremont County's approval of building permits for lots within such subdivision; and

WHEREAS, the Water Department is willing to commit to provide water service to the Property, if but only if, the Applicant, in accordance with Water Department rules and policies, executes this Water Service Contract and becomes bound by all its terms and provisions, including but not limited to those applicable to the annexation of the Property, as set forth in paragraphs 2 and 3 hereof.

NOW THEREFORE, in consideration of the promises set forth herein, it is agreed by the parties as follows:

1. Subject to the Applicant's full and complete performance of all obligations and promises hereunder, the Water Department hereby promises that it will provide water service to the Property, including water service to new lots created by or through the first legal subdivision of the Property occurring after the execution of this Water Service Contract.

2. Applicant consents to and shall join in any petition for annexation of the Property into the City of Cañon City pursuant to C.R.S., Section 31-12-107(1) (as currently amended, and as may be amended in the future) when: (a) the said Property (or any portion of it) becomes eligible for annexation pursuant to the laws of the State of Colorado and the City of Cañon City, and (b) the Council of Cañon City communicates its desire to annex said Property (or any portion of it). In addition, Applicant agrees not to oppose any annexation of territory that includes the Property (or any portion of it) and further agrees not to sign or otherwise join in any petition for annexation election prepared with respect to C.R.S., Section 31-12-107(2) (as currently amended, and as may be amended in the future) covering any portion of the Property. If, subsequent to the execution of this Contract, the Property is subdivided into two or more lots or parcels, all such lots or parcels existing after the subdivision shall be covered and bound by the consent to annexation contained in this paragraph 2, as will any lots or parcels created by or through any and all subsequent subdivisions of any portion of the Property.

3. Applicant hereby irrevocably appoints the City Clerk of the City of Cañon City as Applicant's attorney-in-fact, with full power and authority to perform, in the place and stead of the Applicant (and in the place and stead of the Applicant's heirs, assigns, representatives and successors in interest, whenever applicable), any and all acts necessary to cause the Property (or any portion of it) to become annexed to the City of Cañon City (at such time as the Property, or any portion of it, becomes eligible for annexation and the Council of Cañon City communicates its desire to annex said Property) including full power and authority to petition for annexation as provided in paragraph 2 above and, to the fullest extent permitted by applicable law, full authority to vote by proxy for annexation on behalf of and in the place and stead of the Applicant (or Applicant's heirs, assigns, representatives, and successors in interest, whenever applicable) in any annexation election called pursuant to Colorado Statute and involving any land proposed for annexation which includes the Property, or any portion of it. This power of attorney shall not be affected by the disability of the principal.

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4. Upon the creation of any streets or public ways upon the Property, Applicant agrees to dedicate, or by any other appropriate means, convey to the proper political body such streets or public ways, and further agrees that all such streets or public ways shall be located and constructed so as to conform to the City's Major Thoroughfare Plan (i.e., width of right-of-way, roadway and lane; grade; construction standards; and intersection spacing provided for in such plan shall all apply). In addition, if necessary to bring any rights-of-way and/or streets immediately adjacent to the Property into conformity with the City's Major Thoroughfare Plan, the Applicant shall dedicate, or by other appropriate means, convey to the proper political body, so much of the Property as is necessary to achieve conformity with the City's Major Thoroughfare Plan, provided that this provision shall not be interpreted to require the owner of the Property to dedicate or convey more than one-half of the land necessary to satisfy any need to widen an existing right-of-way to achieve conformity with the City's Major Thoroughfare Plan unless such right-of-way is bounded on both sides by the Property. This obligation shall be enforceable with respect to the Applicant and the Property even if the Board of Fremont County Commissioners or other authorized officials of the County of Fremont, State of Colorado, should approve any subdivision plat or plan or site development plan with requirements that are less stringent than those in effect in the City's Major Thoroughfare Plan at the time the subdivision or other development plan receives final approval in Fremont County, Colorado. This requirement may not be waived other than through a resolution or ordinance adopted by the Council of Cañon City, following a public hearing on the question of the waiver.

5. Applicant represents that the Property to be served with water by the Water Department is at an elevation of less than 5,470 feet and does not lie easterly of the east line of Section 29 and 32, Township 18 South, Range 69 West of the 6th P.M., or such line extended southerly.

6. Applicant further specifically agrees to comply with all ordinances, resolutions, rules, regulations and policies of the City of Cañon City and the Water Department, including but not limited to those pertaining to the size and cost of water mains, water main improvements and extensions, meters, back flow prevention devices, valves, service lines, and other appurtenances and the installation thereof. Applicant agrees to pay all charges required by the Water Department for the furnishing of water service, including but not limited to raw water and plant investment charges (sometimes called "tap fees"), and other connection charges, if any. The Water Department shall have no obligation hereunder to authorize any water service connection otherwise contemplated hereunder at any time following that date which is three (3) years from the date of execution hereof. As to any request for a new water service connection made after that date, the Water Department may refuse to allow the connection or may require the execution of a new Water Service Contract substantially similar to this Contract prior to authorizing the requested connection. In addition, if any such request for water service is granted and the requested connection is made, the provision of water service to the property in question shall be limited to whatever surplus water the Water Department may then have available and, until the property is annexed into the City, the rights of the Applicant to receive service of water shall be subject to the prior rights of water users located within the corporate limits of the City.

7. Once connected to the Water Department's system, the Applicant further agrees to pay, when due, all Water Department charges for the water sold and delivered to Applicant in accordance with the applicable requirements of the ordinances, resolutions, rules, regulations and policies of the City of Cañon City and the Water Department.

8. In addition to the foregoing general requirements, Applicant further agrees to provide those certain water system infrastructure improvements that are provided for at Exhibit B hereto and, if the Property is subdivided into more than two lots, to provide those certain water rights specified in Exhibit C. Exhibits B and C, if needed, are attached hereto and by this reference are incorporated herein. Unless otherwise specifically provided therein, all infrastructure improvements required under Exhibit B shall be designed, constructed, installed, tested, inspected and guaranteed in accordance with Water Department specifications and requirements at Applicant's sole cost within three (3) years



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following the effective date of this Contract. Applicant understands and agrees that no new water tap connecting any portion of the Property to the Water Department system shall be authorized, made or used to receive water service anywhere on the Property until all requirements set forth in paragraph 4 and in this paragraph 8, including those requirements set forth in Exhibits B and C, have been fully performed. This provision is mandatory and is binding upon the Applicant and the Applicant's heirs, successors, representatives and assigns.

9. Applicant's failure to comply with any of the terms of this Contract shall constitute a breach of this Contract and entitle the Water Department to rescind this Contract and to withhold or discontinue water service to the Property, as the case may be, at the time of the Applicant's breach; provided that no then-existing water service shall be terminated until thirty (30) days written notice of the Water Department's intention to discontinue water service and the reasons therefore has first been given. Upon any such breach, the City of Cañon City, on behalf of the Water Department, shall also have the right to sue for specific performance of this Contract as it pertains to the issues of annexation. Such right shall be in addition to, and not in lieu of, any other action or remedies available under law.

10. If suit is filed to enforce this Contract or to prevent the enforcement of this Contract, the prevailing party in such action shall be entitled to judgment for its legal fees and costs reasonably incurred in such action.

11. This Contract shall inure to the benefit of and be binding upon the Applicant (including all signatories to this Contract) and Applicant's heirs at law, devisees, personal representatives, successors, and assigns. THE PROVISIONS OF THIS CONTRACT ARE AND SHALL BE TREATED AS COVENANTS RUNNING WITH THE PROPERTY. This Contract also shall inure to the benefit of and be binding upon the City of Cañon City and its Water Department. The Applicant shall have no rights, vested or contingent, to expect or receive water service to the Property at any time prior to the effective date of this Contract. This Contract shall not be or become effective until it has been signed by all record owners of the Property and by an authorized representative of the Water Department. No matter discussed prior to the full execution of this Contract shall be binding upon the Water Department or relied upon by the Applicant unless and until such matter has been included in this Contract and this Contract has been fully executed as above provided.

12. Following execution hereof, this Contract shall be recorded at Applicant's expense in the office of the Fremont County Clerk and Recorder in order to put all others on notice of its existence and terms. Additionally, until the Property has been annexed into the City of Cañon City, the Applicant, including Applicant's heirs, representatives, successors and assigns, agrees to notify in writing subsequent purchasers of the Property, or of any portion of the Property, of the existence of this Contract and of the purchasers' obligations hereunder. Copies of such notices must be filed with the Water Department. Each subsequent owner of any portion of the Property, including owners of lots or parcels created by subdivision of the Property, may be required by the Water Department to sign a new Water Service Contract containing substantially the same provisions as are herein contained, covering the lot, parcel or other portion of the Property acquired by such subsequent owner, as a condition to the Water Department's willingness to provide or continue providing water service to the real property in question. Any such owner's refusal to sign such contract, when tendered, shall be grounds for the Water Department's termination of its commitment to provide or continue providing water service to such refusing owner's real property. Any such new contract shall replace and supersede this Contract, but only as to the portion of the Property specifically identified in and covered by such new contract.

13. Once this Contract has been fully executed and recorded, it may be relied upon by Fremont County authorities as evidence of the Water Department's conditional commitment to provide water service to the Property. The maximum number and size of water taps to be made available to the Property pursuant to this Contract may be specified in Exhibit B or C, or both, and if so specified shall constitute the maximum commitment made by the Water Department pursuant to this Contract.



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14. This is an agreement that is authorized and contemplated under Section 31-12-121, C.R.S., 1973 and shall be enforceable by the City as provided herein and as provided in said section. The Applicant understands and hereby acknowledges that the Water Department would not have promised to provide water service to the Property in the absence of this Contract and that the Water Department will not be obligated to provide or continue providing water service if the Applicant fails to perform Applicant's obligations hereunder.

15. If any portion of this Contract is declared invalid for any reason by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this Contract, if they can be given effect without the invalid section, sections or provision.

16. The following grammatical rules shall apply to this Contract; any gender includes the other genders; the singular number includes the plural and vice versa; words used in the present tense include the past and future tenses and vice versa, unless manifestly inapplicable; and words shall be construed according to context and approved usage of language.

17. If the Applicant is a corporation, it has the power to enter into this Contract and its officers signing for it have full power and authority to do so. In the event such power does not exist or has not been granted, water service may be terminated by the Water Department upon the giving of thirty (30) days notice in writing of its intention so to do.

IN WITNESS WHEREOF, the parties have executed this Contract on 5-17, 2004.

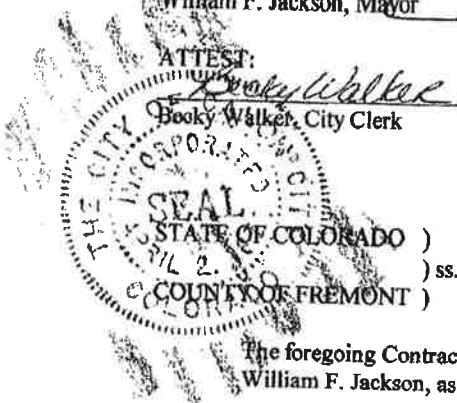
CITY OF CAÑON CITY, a Colorado
municipal corporation

APPLICANT

By: William F. Jackson
William F. Jackson, Mayor

Willie Michel
W.E. Michel

ATTEST:
Booky Walker
Booky Walker, City Clerk



The foregoing Contract for water service was acknowledged before me on 5-17, 2004, by, William F. Jackson, as Mayor of the City of Cañon City, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: 3-21-06

Rebecca J. Walker
Notary Public





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EXHIBIT A
Full Property Description
W.E. Michel
Michel Subdivision

Lots 1, 2, 3, 4, and 5, Michel Subdivision. A subdivision of a tract of land described as follows:

A tract of land in the NW1/4 SW1/4 of Section 35, T 18 S, R 70 W of the 6th P.M. described as follows:

Beginning at a point 20 feet South and 25 feet East from the NW corner of the SW1/4, Section 35, T 18 S, R 70 W; thence East 461 feet; thence South 974.33 feet; thence North 82° 40' West, 464.80 feet; thence North 915 feet to the place of beginning.

EXHIBIT B
WATER SERVICE CONTRACT
Infrastructure Improvements
W.E. Michel
Michel Subdivision

Existing Conditions:

There is an existing 12-inch City water main in the Grandview Avenue right-of-way adjacent to the north side of this subdivision.

Water Main Upgrade Requirements:

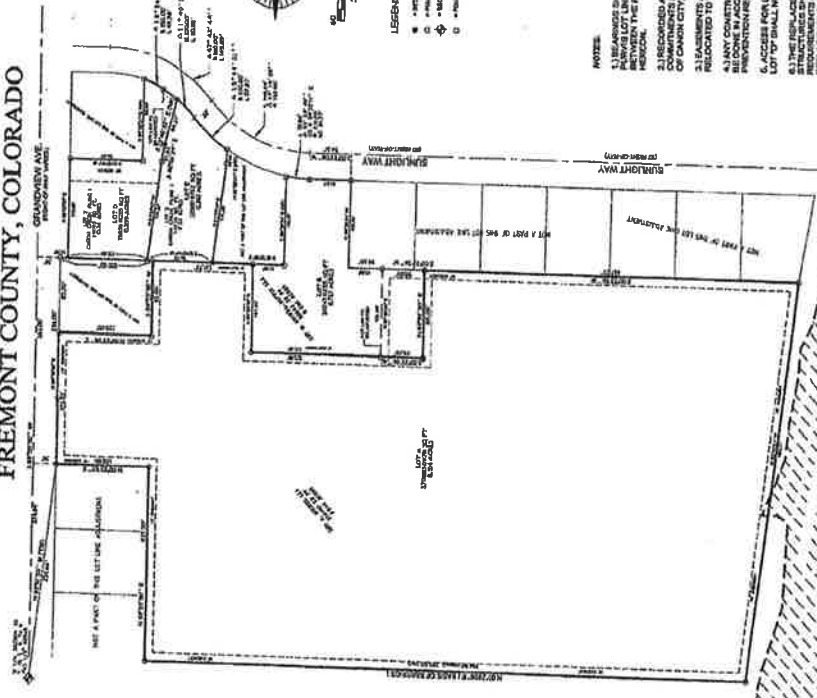
The City's water main master plan calls for no upgrade of the water main on Grandview Avenue. Water services to the five lots will be available upon payment of appropriate tap and meter fees.

EXHIBIT C
WATER SERVICE CONTRACT
Water Rights Requirements
W.E. Michel
Michel Subdivision

This subdivision was approved, platted and recorded under Reception # 581627, on July 22, 1991. Therefore, no share of Hydraulic Ditch water is required for this subdivision. This Water Service Contract will cover all 5 lots in Michel Subdivision as individual parcels.

ZHANGTAO LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF LOT A, MICHEL LOT LINE ADJUSTMENT, LOT B, MICHEL-PURVIS LOT LINE ADJUSTMENT AND LOTS 2 & 3, CANON CREEK RANCH, FILING NO. 1 LOCATED WITHIN SECTION 35, TOWNSHIP 19 SOUTH, RANGE 70 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO



REGISTERED LAND SURVEYOR'S CERTIFICATE
 I, **THOMAS W. HODGES**, a registered and licensed land surveyor in the State of Colorado, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and registered land surveyor in the State of Colorado. My registration number is **072310**.
 My commission expires on **12/31/2010**.

ACKNOWLEDGMENT AND ACCEPTANCE OF PLAT
 This plat is hereby acknowledged and accepted by the County Clerk and the County Treasurer of Fremont County, Colorado, on this **14th** day of **March**, 2010.
 County Clerk: *[Signature]*
 County Treasurer: *[Signature]*

EASEMENT STATEMENT
 The easements shown on this plat are hereby acknowledged and accepted by the County Clerk and the County Treasurer of Fremont County, Colorado, on this **14th** day of **March**, 2010.
 County Clerk: *[Signature]*
 County Treasurer: *[Signature]*

COUNTY CLERK AND REGISTER STATEMENT
 I, **JOHN J. HAYES**, County Clerk of Fremont County, Colorado, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and registered land surveyor in the State of Colorado. My registration number is **072310**.
 My commission expires on **12/31/2010**.

NOTARY STATEMENT
 I, **THOMAS W. HODGES**, a Notary Public in and for the State of Colorado, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed and registered land surveyor in the State of Colorado. My registration number is **072310**.
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 My commission expires on **12/31/2010**.

CORNERSTONE LAND SURVEYING, L.L.C.
 3117 MAIN STREET, SUITE 100
 COLORADO SPRINGS, CO 80904
 PHONE: 719-576-8887
 FAX: 719-576-8887