



Fremont County
APR 14 2025

FREMONT COUNTY
DEPARTMENT OF PLANNING AND ZONING Planning & Zoning
615 MACON AVENUE, ROOM 210, CAÑON CITY, COLORADO, 81212
Telephone 719-276-7360 / Facsimile 719-276-7374
Email: Planning@fremontco.com

☒ Accessory Dwelling Unit
\$200.00

PROPERTY INFORMATION: Provide information to identify property.

Property Address:

1739 CR 21A, Canon City, CO 81212

Tax ID/Parcel Numbers:
99924279

Zone District:
R3

PROPERTY OWNER(S) INFORMATION: Indicate the person(s) or organization(s) who own the property proposed for development. Attach additional sheets if there are multiple property owners.

Name(s) (Individual or Organization):

Micheal Muffly

Mailing Address:

3398 Shire Circle, Castle Rock, CO 80104

Telephone:

724 301 3213

Email Address:

Michael.Muffly@mastec.com



Fremont County Planning & Zoning Department
Accessory Dwelling Unit Application

1. Fire Protection District / Source: Tallahassee Volunteer Fire District
2. Primary Dwelling Square Footage: 2300 Sq Ft
3. Accessory Dwelling Square Footage: 960 Sq Ft
4. List Utility Provider information:

WATER Existing Well

SANITATION New septic system

ELECTRICAL Sangre De Cristo

TELEPHONE Century Link

REFUSE

IRRIGATION WATER N/A

NATURAL GAS / PROPANE Propane

CABLE TELEVISION N/A

5. REQUIRED ATTACHMENTS

- ☐ EXHIBIT 5.1 Copy of the most recent recorded deed.
- ☐ EXHIBIT 5.2 Signed Declaration of Covenant & Restriction stating ADU restrictions.
- ☐ EXHIBIT 5.3 Written proof from the appropriate entity or service provider that water and sewer/septic services are adequate for all uses on the parcel.
- ☐ EXHIBIT 5.4 Floor plan of ADU
- ☐ EXHIBIT 5.5 Plot Plan Showing:
- a. All structures proposed or existing with dimensions to property lines & structures.
 - b. All utilities for the structures, including electric, gas, water, and sanitary sewer/septic.
 - c. All parking areas.
 - d. All exterior access points

By signing this Application, the Applicant, or the agent / representative / consultant acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of the Applicant's knowledge and belief.

The Applicant understands that required private or public improvements imposed as a contingency of approval for the application may be required as a part of the approval process.

Fremont County hereby advises the Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of County Commissioners may take any and all reasonable and appropriate steps to declare null and void, any actions of the Board regarding the Application.

Signing this Application is a declaration by the applicant that all plans, drawings and commitments submitted with or contained within this Application are or will be in conformance with the requirements of the Fremont County Zoning Resolution.

Seth Watson  4-12-25
Printed Name Applicant Signature Date

Michael Muffly  4/12/2025
Printed Name Owner Signature Date

**DECLARATION OF COVENANTS AND RESTRICTIONS
TO REAL PROPERTY REGARDING AN ACCESSORY DWELLING UNIT**

This Covenant between (land owner) and the County of Fremont, State of Colorado, is hereby recorded and attached to that parcel of land as described in deed as recorded in the records of the Fremont County Clerk and Recorder's office under Reception Number _____, and described as follows:

(INSERT LEGAL DESCRIPTION)

8 Bar J Ranch filling #5

I/We, herein, covenant and agree to the County of Fremont on behalf of ourselves and all heirs, assigns and successors of interest, into whose ownership the title to or interest in the above-described real property might transfer, as follows:

1. The owners are the sole and exclusive fee-simple owners of the above described parcel located within Fremont County, Colorado.
2. The owner(s) shall reside in the primary or accessory dwelling unit (ADU) as the principal and permanent residence at all times that the other dwelling unit is occupied. The owner(s) shall reside on the property for at least (6 months) out of the year, and at no time receive rent for, or otherwise allow a third party non-owner to reside in, the owner-occupied unit.
3. Sale of the ADU, separate from the primary dwelling, is prohibited.
4. Subdivision of the property in a manner that separates the ADU from the primary dwelling is prohibited.
5. Formal approval from Fremont County is required for modification of the size of the ADU.
6. These covenants and restrictions, shall run with the land and be binding and enforceable upon the owners and any and all of their heirs, assigns, grantees, and successors in interest into whose ownership title to the above-described real property may pass.
7. These covenants and restrictions will automatically terminate upon removal of the ADU from the parcel.
8. The provisions of these covenants and restrictions are enforceable in law or equity by Fremont County and its assigns. The Owner(s) expressly consent to and grant a private cause of action for enforcement, including damages and reasonable attorney fees, to any party is adversely affected by the failure to comply with the covenants and restrictions set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
this 12th day of April, 2025.

[Signature]
Owner

State of Colorado
County of Douglas

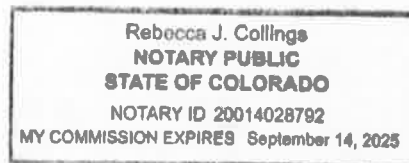
The foregoing instrument was acknowledged before me this April 12, 2025 (date)
by [Signature] (name of person acknowledged).

Notary Public

Print Name: Rebecca J Collings

My commission expires: 9/14/25

(Seal)



Owner

State of Colorado
County of _____

The foregoing instrument was acknowledged before me this _____ (date)
by _____ (name of person acknowledged).

Notary Public

Print Name: _____

My commission expires: _____

(Seal)

APPLICANT

KAY HAWKLEE
C/O ARKANSAS VALLEY DRILLING
125 DECKERS DR
PENROSE, CO 81240-

(719) 276-6847

PERMIT TO CONSTRUCT A WELL

Lot: 8 Block: Filing: 5 Subdiv: BAR J RANCH

WELL PERMIT NUMBER 268069

DIV. 2 WD 12 DES. BASIN MD

APPROVED WELL LOCATION

FREMONT COUNTY

NW 1/4 SW 1/4 Section 24

Township 17 S Range 73 W Sixth P.M.

DISTANCES FROM SECTION LINES

Ft. from

Section Line

Ft. from

Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting:

Northing:

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT

CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a tract of land of 35.17 acres described as lot 8, filing 5, Bar J Ranch division of land, Fremont County.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than three (3) single family dwellings, the watering of poultry, domestic animals and livestock on a farm or ranch and the irrigation of not more than one (1) acre of home gardens and lawns.
- 5) The pumping rate of this well shall not exceed 15 GPM.
- 6) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) Pursuant to Rule 6.2.3 of the Water Well Construction Rules, the well construction contractor shall submit the as-built well location on work reports required by Rule 17.3 within 60 days of completion of the well. The measured location must be accurate to 200 feet of the actual location. The location information must include either the 1/4, 1/4, Section, Township, Range, and distances from section lines, or a GPS location pursuant to the Division of Water Resources' guidelines. CDK 3/20/06

APPROVED
CDK

State Engineer

DATE ISSUED 03-20-2006

By

EXPIRATION DATE 03-20-2008

Receipt No. 3600923

WARRANTY DEED

State Doc Fee: \$54.00
Recording Fee: \$18.00

THIS DEED is dated the 3rd day of July, 2019, and is made between
Kay M. Hawkle, Trustee of the Kay M. Hawkle Revocable Living Trust Dated August 15, 2016, and any
amendments thereto

(whether one, or more than one), the "Grantor" of the County of Yavapai and State of Arizona and
Stephanie A. DeWitt and Michael L. Muffy

the "Grantees", whose legal address is 1739 County Road 21A, Canon City, CO 81212 of the County of Fremont
and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of Five Hundred Forty Thousand Dollars and
No Cents (\$540,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains,
sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in
common but in joint tenancy, all the real property, together with any improvements thereon, located in the County
of Fremont and State of Colorado described as follows:

Parcel 8,

BAR-J RANCH FILING NO. 5,

County of Fremont, State of Colorado.

also known by street address as: 1739 CO RD 21A, Canon City, CO 81212

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise
appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest,
claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises,
with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto
the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to
and with the Grantee, and the Grantee's heirs and assigns: that at the time of the enrolling and delivery of these
presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and
indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to
grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear
from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of
whatever kind or nature soever, except and subject to:

2019 taxes and all subsequent years and the attached exceptions to title, if any.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the
quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and
every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Kay M. Hawkle, Trustee of the Kay M. Hawkle

Revocable Living Trust Dated August 15, 2016, and
any amendments thereto

By: Kay M. Hawkle
Kay M. Hawkle, Trustee

State of Arizona
County of Cochise

The foregoing instrument was acknowledged before me this 3rd day of July, 2019 by Kay
M. Hawkle, Trustee of the Kay M. Hawkle Revocable Living Trust Dated August 15, 2016, and any
amendments thereto.

Tana Hagel
Notary Public: Tana Hagel
My Commission Expires: 06/18/2020



Stewart Title File No.: 446442
Warranty Deed 921 JT CO

Exceptions to Title

The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or homeowners association or inclusion in any water service or street improvement area.

Right of way for ditches and canals constructed by the authority of the United States as shown on Patent recorded March 20, 1931 in Book 242 at Page 80.

Reservation to the United States of all coal and other minerals as shown on Patent recorded March 20, 1931 in Book 242 at Page 80. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Reservation of a Fifty Percent (50%) designated royalty share of all minerals or geothermal resources or the proceeds therefrom upon the terms stated therein as contained in Quitclaim Deed recorded January 16, 2001 as Reception No. 725210, and all rights and easements appertaining thereto in favor of the holder of said interest and any party claiming by, through or under said holder. The Company makes no representation as to the present ownership of this interest. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Declaration of Protective Covenants for Bar J Ranch South recorded March 30, 2001 as Reception No. 728554.

Developer's Disclosure recorded March 30, 2001 as Reception No. 728555.

Bar J Ranch BLM Disclosure and Mineral Rights Disclosure recorded March 30, 2001 as Reception No. 728556.

Declaration of Protective Covenants for Bar J Ranch recorded June 15, 2001 as Reception No. 732496.

By-Laws of Bar J Property Owners Association, Inc. recorded June 15, 2001 as Reception No. 732498.

Right of Way Easement recorded January 10, 2002 as Reception No. 742592.

Addendum for Bar J Ranch Contracts recorded March 28, 2003 as Reception No. 765345.

Addendum for Bar J Ranch Covenants recorded March 28, 2003 as Reception No. 765346.

All matters shown on the plat of Bar-J Ranch Filing No. 5 recorded June 30, 2004 as Reception No. 789421.

Declaration of Acceptance of Protective Covenants and By-Laws of Bar J Ranch Property Owners Association, Inc. recorded January 14, 2005 as Reception No. 798554.

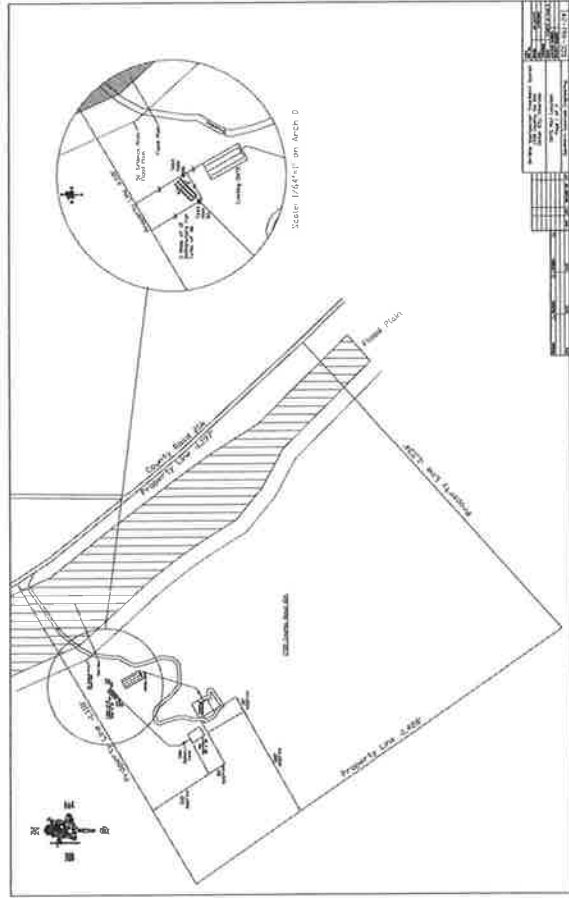
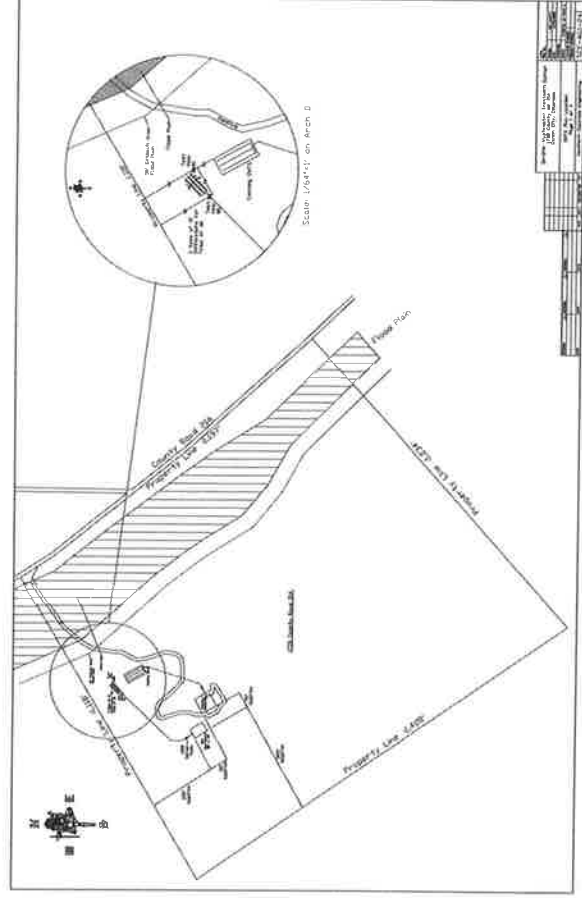
Addendum for Bar J Ranch Contracts recorded January 14, 2005 as Reception No. 798555.

Surveyor's Affidavit recorded February 18, 2005 as Reception No. 800042.

Easement Agreement recorded February 9, 2007 as Reception No. 832648.

Declaration of Protective Covenants for Bar J Ranch recorded November 17, 2014 as Reception No. 923313.

Grazing/Pasture Lease recorded October 13, 2016 as Reception No. 943764.





KENNETH C THOMAS
1626 DEERLANE
GUFFEY, COLORADO
719.238.5423

MUFFLY GARAGE & APARTMENT

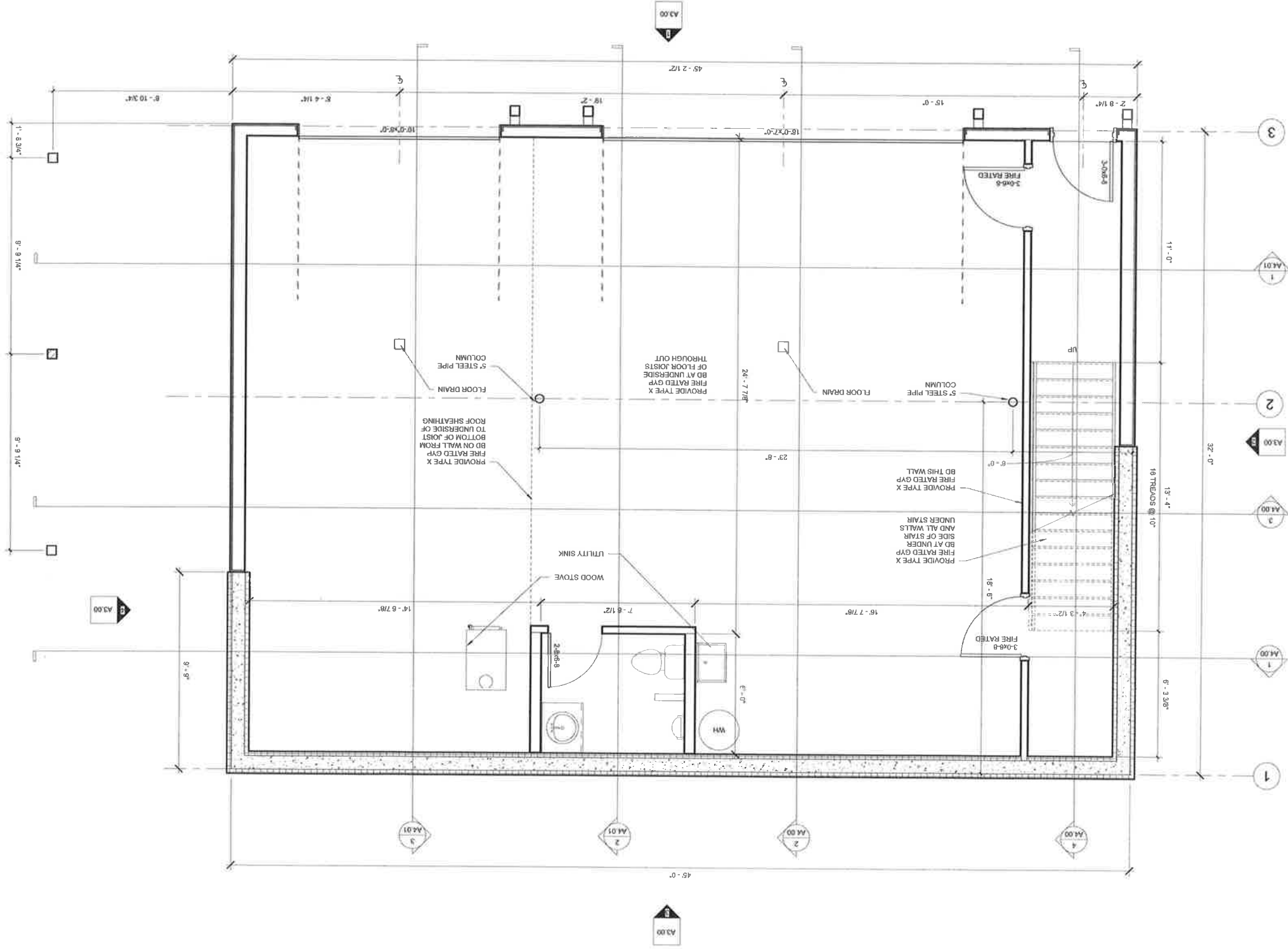
1739 COUNTY ROAD 21A
CANON CITY, COLORADO



FIRST LEVEL

DATE: 04.04.2025
DRAWN: KCT

A2.00



GENERAL NOTES

ALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED.

EXTERIOR WALL CONSTRUCTION IS 2X6 WOOD STUDS AT 16" O.C. WITH 1/2" PLYWOOD SHEATHING, WEATHER BARRIER, 3" MIN. WOOD INSULATION IN CAVITY AND 1/2" GYPSUM BOARD.

INTERIOR PARTITIONS ARE 2X6 WOOD STUDS AT 16" O.C. FOR LOAD BEARING AND 2X6 WOOD STUDS AT 24" O.C. FOR PLUMBING WALLS. 1/2" GYPSUM BOARD BOTH SIDES.

ALL OTHER INTERIOR PARTITIONS ARE 2X4 WOOD STUDS AT 16" O.C., 1/2" GYPSUM BOARD BOTH SIDES.

AT GARAGE WALLS AND CEILINGS COMMON TO DWELLING PROVIDE 5/8" TYPE X GYPSUM BOARD. AT CEILINGS PROVIDE R-19 THERMAL INSULATION.

AT SLAB ON GRADE PROVIDE 10 MIL VAPOR RETARDER.

AT ALL FLOOR FRAMING INSULATE WITH THERMAL BATT'S FULL DEPTH OF CAVITY, MIN. R-19.

WINDOWS TO HAVE U-VALUE 0.30.



KENNETH C THOR
1696 DEERLANE
CUFFEY, COLOR.
719.238.5423

MUFFLY GARAGE & APARTMENT

1739 COUNTY ROAD 21A



SECOND LEVEL

DATE: 04.04
DRAWN: KCT

A2.0

GENERAL NOTES

ALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED.

EXTERIOR WALL CONSTRUCTION IS 2x6 WOOD STUDS AT 16" O.C. WITH 1/2" PLYWOOD SHEATHING, WEATHER BARRIER, 3/4" R-12 THERMAL BATT INSULATION IN CAVITY AND 1/2" GYPSUM BOARD.

INTERIOR PARTITIONS ARE 2x6 WOOD STUDS AT 16" O.C. FOR LOAD BEARING AND 2x6 WOOD STUDS AT 24" O.C. FOR PLUMBING WALLS. 1/2" GYPSUM BOARD BOTH SIDES.

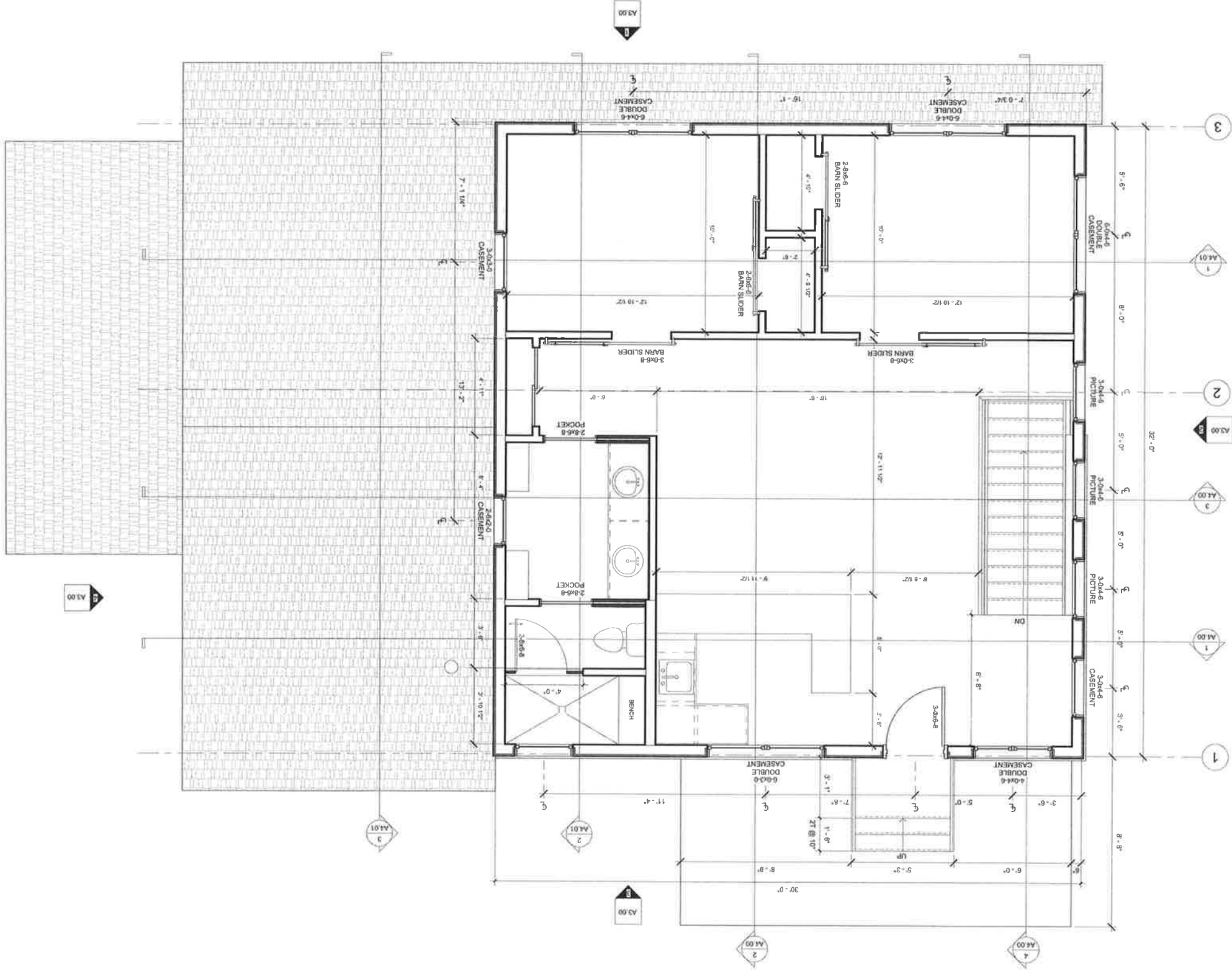
ALL OTHER INTERIOR PARTITIONS ARE 2x4 WOOD STUDS AT 16" O.C. 1/2" GYPSUM BOARD BOTH SIDES.

AT GARAGE WALLS AND CEILINGS COMMON TO DWELLING PROVIDE 6/8" TYPE X GYPSUM BOARD. AT CEILINGS PROVIDE R-49 THERMAL INSULATION.

AT SLAB ON GRADE PROVIDE 10 MIL VAPOR RETARDER.

AT ALL FLOOR FRAMING INSULATE WITH THERMAL BATT FULL DEPTH OF CAVITY, MIN. R-19.

WINDOWS TO HAVE U-VALUE 0.30.



1 SECOND LEVEL

909 GSF

A2.01 3/8" = 1'-0"