

PUBLIC RIGHT OF WAY LICENSE AGREEMENT

GUNTZELMAN PORCELAIN PINES SUBDIVISION

THIS PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT (“Agreement”), is made this 6th day of June, 2024, between EL PASO COUNTY BY AND THROUGH THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY COLORADO, whose street address is 200 South Cascade Avenue, Colorado Springs, CO 80903 (hereinafter “Licensor”), and Kristian and Christa Guntzelman, whose mailing address is 5381 Sugar Camp Road, Milford, OH 45150 (“Licensee”). The Licensor and Licensee may be singularly referred to herein as the Party or collectively referred to herein as the Parties.

RECITALS

WHEREAS, Licensee plans to develop on the Property legally described in Exhibit A, attached hereto and incorporate herein by reference, a subdivision to be known as Guntzelman Porcelain Pines, and

WHEREAS, Licensor owns certain right-of-way known as Kulsa Road adjacent to the Property; and

WHEREAS, Licensee wishes to install and maintain driveway improvements within the Kulsa Road right-of-way in order to comply with County access requirements; and

WHEREAS, Licensor, as a convenience to Licensee, consents to allow Licensee to use portions of the Kulsa Road right-of-way for the purposes of installation, maintenance, repair, and replacement of driveway improvements, such as but not limited to grading, gravel, asphalt millings, etc. (the “Improvements”); and

WHEREAS, Licensee is required to obtain all necessary permits and pay all fees prior to performing any work in the Licensor’s right-of-way.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The parties incorporate the above-stated Recitals into this Agreement as if fully stated herein.
2. Description and Use of the Licensor’s Premises: Licensor hereby grants to Licensee a License for the installation, maintenance, repair, and replacement of the Improvements within portions of Licensor’s right-of-way known as Kulsa Road as shown by the shaded areas depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Licensed Premises”). As this Agreement only created a license, each Party’s rights and obligations stated hereunder are exclusively contractual. Thus, each Party agrees and understands that this Agreement does not create a real property interest of any kind of nature, or any type of possessory estate or possessory interest in the Licensed Premises. The entire Licensed Premises shall be for the use of the Licensee, its employees, agents, servants, and invitees for

any lawful purposes associated with the maintenance and lawful use of the Improvements. The Improvements shall be owned by the Licensee.

Licensee understands and agrees that, as the Improvements will be located in public right-of-way, members of the public and adjacent property owners may access and use the Improvements. Licensee may not impede, interfere with, or request or require reimbursement or remuneration for such access and use.

3. Term and Commencement of Use: The License shall commence on the date first written above, hereinafter referred to as the Commencement Date, and it shall continue until Licensor requires the Licensed Premises for other public purposes, or unless sooner terminated in whole or in part by either Party as more fully set forth in Paragraph 5 below.

4. Additional License Terms:

a. Utilities. Licensee is responsible to ensure no damage occurs to existing utility and other installations that may be present on the right of way during the installation, construction, maintenance or repair of the Improvements. Licensor reserves the right to issue work in the right of way permits allowing installation of utilities in the Licensor's public right of way. Licensee shall not interfere with these installations, which will take precedence over any Improvements now in place or installed in the future. If any utility installation damages all or any portion of the permitted Improvements within the Licensed Premises, Licensor shall have no liability to Licensee for such damages.

b. Damage. Licensee is responsible for reimbursing Licensor for the repair of any damage to any right of way improvements resulting from Licensee's operations. Licensee shall hold Licensor, its elected officials, appointees, officers, and employees free and harmless from all risk of injury or damage to Licensee, property of Licensee, and Licensee's agents, employees, assigns and successors or other which may result from debris, foreign objects, or chemical contamination resulting from normal maintenance activities performed by Licensor. Licensee is responsible for reimbursing Licensor for the repair and re-survey of any damage and disturbance to any survey monuments resulting from activities within the Licensed Premises by Licensee.

c. Licensor's Need for Right of Way. Licensor will not replace or relocate any Improvements placed within the public right of way or the Licensed Premises if Licensor has to remove Improvements, in whole or in part, for any reason including but not limited to safety, maintenance, or construction. At the time Licensor's construction or maintenance operations begin, this License will be suspended. The License may be reinstated for the remaining term upon completion of the construction.

d. Work in the Right of Way Permit. Prior to any major construction, operation, and/or landscaping activities within the Licensed Premises, Licensee shall obtain a Work in the Right of Way Permit from the El Paso County Department of Public Works in accordance with the El Paso County Engineering Criteria Manual. A new Work in the Right-of-Way Permit will be required whenever the previous Work in the Right-of-Way Permit has expired or for each new activity in the then current Work in the Right-of-Way Permit.

e. Provision of Utilities. If the Improvements are connected to any utilities, e.g. water or electricity, Licensee shall be responsible for complying with all rules and paying all rates and costs established by the utility providers.

f. Maintenance of Improvements. As the improvements will be a part of Licensor's public right of way, Licensee is expected to maintain the Improvements in an acceptable manner. Upon

notice of any deficiency in the Improvements, either: a) by Licensor; or b) by its own observation; or c) by any other means, Licensee shall take action as soon as possible, but not later than fifteen (15) working days after the mailing date of written notice from Licensor to correct the deficiency and to protect the safety of the traveling public. In the event Licensee, for any reason, does not or cannot correct the deficiency within fifteen (15) working days of written notice as contemplated above, or demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or otherwise demonstrated that no deficiency exists, Licensor reserves the right to correct the deficiency and to bill Licensee for such work. Licensee shall pay any such bill within thirty (30) days after receipt. Under these circumstances, Licensor shall only correct the deficiency to the extent it affects use of the right of way and/or the public's health, safety, and welfare.

g. Maintenance of Right of Way. As part of its normal maintenance, repair and snow removal operations, Licensor may drive across or work adjacent to the Licensed Premises. Though Licensor shall take reasonable care when doing so, Licensor shall not be responsible to Licensee for any damage to the Improvements that may occur in the course of maintenance, repair or snow removal operations. Licensor will not provide snow removal within the Licensed Premises. Some snow may be left in front of the Licenses Premises during normal snow removal activities.

h. Natural Disasters. Licensor shall not be liable to Licensee in the event of an emergency, such as a fire, flood, or other natural cause which damages the Licensed Premises or the Improvements. In the event the Licensed Premises are damaged due to a natural disaster, it shall be the sole responsibility and cost of the Licensee to return the Licensed Premises and the Improvements, to their original condition.

5. Termination:

a. Termination by Licensor. Licensor at any time and 1) for any valid public purpose, as determined at Licensor's sole discretion, or 2) upon violation of any term of the License by Licensee, shall be entitled to terminate the License on all or part of the Licensed Premises by giving at least 30 days' prior written notice to Licensee. In addition, the El Paso County Engineer shall have the authority to immediately terminate the License on all or part of the Licensed Premises if he or she determines that the public health, safety or welfare is adversely affected by the License. Upon such termination, Licensor may direct Licensee to remove all or a portion of the Improvements from the Licensed Premises at Licensee's sole expense, and Licensee shall restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

b. Termination by Licensee. Licensee may terminate the License on all or part of the Licensed Premises only upon establishment of alternative legal access for all lots within the Guntzelman Porcelain Pines subdivision by giving at least 30 days' prior written notice to Licensor. Upon termination by Licensee of the License on all or part of the Licensed Premises, and if requested by Licensor, Licensee shall remove the Improvements within the 30-day notice period at its own expense and restore the Licensed Premises to its original condition to the extent reasonably practicable, ordinary wear and tear excepted.

c. Effect of Termination. Upon termination of the License on all or part of the Licensed Premises by either Party, Licensee shall not be entitled to the payment of any compensation or just compensation under any cause of action at law or in equity for the retaking of the Licensed Premises or removal or relocation of the Improvements. If the License is terminated on only a portion of the Licensed Premises, Licensor and Licensee shall retain their respective rights and obligations under this Agreement with respect to the remaining portions of the Licensed Premises, and Licensee shall not have

any further rights or obligations with respect to any part of the Licensed Premises for which the License has been terminated.

6. Condition of the Licensed Premises, Obligation to Make Repair, Obligation to Remain in Compliance with Laws: Licensee agrees and understands that it commences its use of the Licensed Premises "AS IS" and without any warranties of any kind of nature, including without any warranties as to the state of Licensor's title to the Licensed Premises. It shall be Licensee's sole obligation to maintain and make any necessary repairs to the Improvements and the Licensed Premises, and to do so in full compliance with the requirements of the El Paso County Department of Public Works and any and all other applicable state, federal, or local laws, regulations, and ordinances.

7. Indemnification/Hold Harmless: Licensee shall indemnify and hold Licensor and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with, Licensee's, its contractors', agents', or employees' activities on the Licensed Premises, failure to comply with the terms of this Agreement, or failure to maintain the Licensed Premises in a safe condition. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to Licensor pursuant to the Colorado Governmental Immunity Act §§24-10-101, C.R.S., *et seq.* or as otherwise provided by law.

8. Assignment: Licensee may assign this Agreement to the first purchaser of each lot within the Guntzelman Porcelain Pines subdivision ("Lot Purchaser"). The form of such assignment shall be reviewed and approved by County staff prior to execution, and a fully executed and recorded copy of such assignment shall be provided to Licensor. Neither Licensee nor a Lot Purchaser may otherwise assign or transfer this License or Agreement or any right or obligation hereunder, whether to a successor in title or other party, without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Licensor and Licensee hereby expressly agree that the intent of any assignment is not to create an easement in the Licensed Premises, but rather, a License.

9. Allocation of Obligations. The obligations of Licensee, Lot Purchasers, and permitted assignees to Licensor under this agreement shall be joint and several. The obligations of Licensee, Lot Purchasers, and permitted assignees as among themselves shall be governed by the Access Easement and Maintenance Agreement for Guntzelman Porcelain Pines subdivision recorded at Reception No. _____.

10. Construction: The rule of strict construction does not apply to this instrument. This License shall be given a reasonable construction in light of the intention of Licensor to confer on Licensee a usable right to construct, maintain, repair, and replace the Improvements described herein.

11. Right to Inspect: Licensor may enter upon the Licensed Premises at any time and without notice to inspect the condition of the Licensed Premises.

12. Remedies: The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

13. No Third-Party Beneficiaries: This agreement does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this Agreement, to claim any damages or to bring any legal action or other proceeding against any Party hereto for any breach or other failure to perform this Agreement.

14. Entire Agreement: This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto, and all other representations or statements

heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by duly authorized representatives of the Parties hereto.

15. Binding: Licensee and Licensor hereby agree that the covenants, stipulations, and conditions as stated in this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of Licensor and Licensee in the event the Licensor agrees to an assignment of the Agreement.

16. Authority: The undersigned hereby acknowledge and represent that they have legal authority to bind the Party for whom they are executing this Agreement.

17. Applicable Law: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement. The Parties understand and agree that, in the event of any litigation that may arise under this agreement, jurisdiction and venue shall lie in the District Court of the El Paso County, Colorado.

18. Execution: This Agreement, including facsimile copies of this Agreement, may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In the event the facsimile copies of this Agreement are executed, the original signatures shall be compiled and attached to form the original Agreement.

19. Recording: This Agreement shall be recorded by the County in the records of the El Paso County Clerk and Recorder's Office.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written.

ATTEST:

LICENSOR:

BOARD OF COUNTY COMISIONERS
OF EL PASO COUNTY, COLORADO

By: _____

Steve Schleiker
County Clerk and Recorder

By: _____

Cami Bremer, Chair

APPROVED AS TO FORM:

By: _____

County Attorney's Office

STATE OF _____)
) S.S.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as Chair of the Board of County Commissioners of El Paso County,
Colorado, and as attested to by Steve Schleiker, County Clerk and Recorder.

WITNESS my hand and official seal.

My Commission Expires: _____.

Notary Public

LICENSEE:

Kristian & Christa Guntzelman

[Signature]

Kristian Guntzelman, Owner

[Signature]

Christa Guntzelman, Owner

STATE OF Ohio) S.S

COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 6 day of JUNE, 2024, by Kristian Guntzelman and Christa Guntzelman as owners of the real property described in Exhibit A.

WITNESS my had and official seal.

My Commission Expires: 9/19/2026



KATHLEEN ALLGEIER
Notary Public
State of Ohio
My Comm. Expires
September 19, 2026

[Signature]
Notary Public

GUNTZELMAN PORCELAIN PINES SUBDIVISION

PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO

LICENSED PREMISES EXHIBIT

DEDICATION:

The undersigned, being all the Owners, Mortgages, Beneficiaries of Deeds of Trust and holders of other interests in the land described herein, have laid out, subdivided, and platted said lands into lots, and easements as shown hereon under the name and subdivision of "GUNTZELMAN PORCELAIN PINES SUBDIVISION". All public improvements so platted are hereby dedicated to public use and said Owner does hereby covenant and agree that the public improvements will be constructed to El Paso County standards and that proper drainage and erosion control for same will be provided at said Owner's expense, all to the satisfaction of the Board of County Commissioners of El Paso County, Colorado. Upon acceptance by resolution, all public improvements so dedicated will become matters of maintenance by El Paso County, Colorado. The utility easements shown hereon are hereby dedicated for public utilities and communication systems and other purposes as shown hereon. The entities responsible for providing the services for which the easements are established are hereby granted the perpetual right of ingress and egress from and to adjacent properties for installation, maintenance, and replacement of utility lines and related facilities.

IN WITNESS WHEREOF:

The aforementioned Kristian & Christa Guntzelman, have executed this instrument this _____ day of _____, 20__ A.D.

KRISTIAN GUNTZELMAN CHRISTA GUNTZELMAN

NOTARIAL:

STATE OF COLORADO)
COUNTY OF EL PASO) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ A.D. by KRISTIAN & CHRISTA GUNTZELMAN

Witness my hand and seal _____

Address _____

My Commission expires _____

RECORDINGS:

STATE OF COLORADO)
COUNTY OF EL PASO) SS

I hereby certify that this instrument was filed for record in my office at _____ O'clock _____M. this _____ day of _____, 20__ A.D., and is duly recorded under Reception Number _____ of the records of El Paso County, State of Colorado.

By: _____
El Paso County Clerk and Recorder Date

BOARD OF COUNTY COMMISSIONERS CERTIFICATE:

This Plat GUNTZELMAN PORCELAIN PINES SUBDIVISION was approved for filing by the El Paso County, Colorado Board of County Commissioners on the _____ day of _____, 20__, subject to any notes specified hereon and any conditions included in the resolution of approval. The dedications of land to the public easements are accepted, but public improvements thereon will not become the maintenance responsibility of El Paso County until preliminary acceptance of the public improvements in accordance with the requirements of the Land Development Code and Engineering Criteria Manual.

Chair, Board of County Commissioners Date

Director, Planning and Community Development Department Date

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ENVIRONMENTAL:

DEVELOPER SHALL COMPLY WITH FEDERAL AND STATE LAWS, REGULATIONS, ORDINANCES, REVIEW AND PERMIT REQUIREMENTS, AND OTHER AGENCY REQUIREMENTS, IF ANY, OF APPLICABLE AGENCIES, INCLUDING, BUT NOT LIMITED TO, THE COLORADO DEPARTMENT OF WILDLIFE, COLORADO DEPARTMENT OF TRANSPORTATION, U.S. ARMY CORPS OF ENGINEERS, AND THE U.S. FISH & WILDLIFE SERVICE REGARDING THE ENDANGERED SPECIES ACT PARTICULARLY AS IT RELATES TO THE LISTED SPECIES (E.G. PREBLE'S MEADOW JUMPING MOUSE).

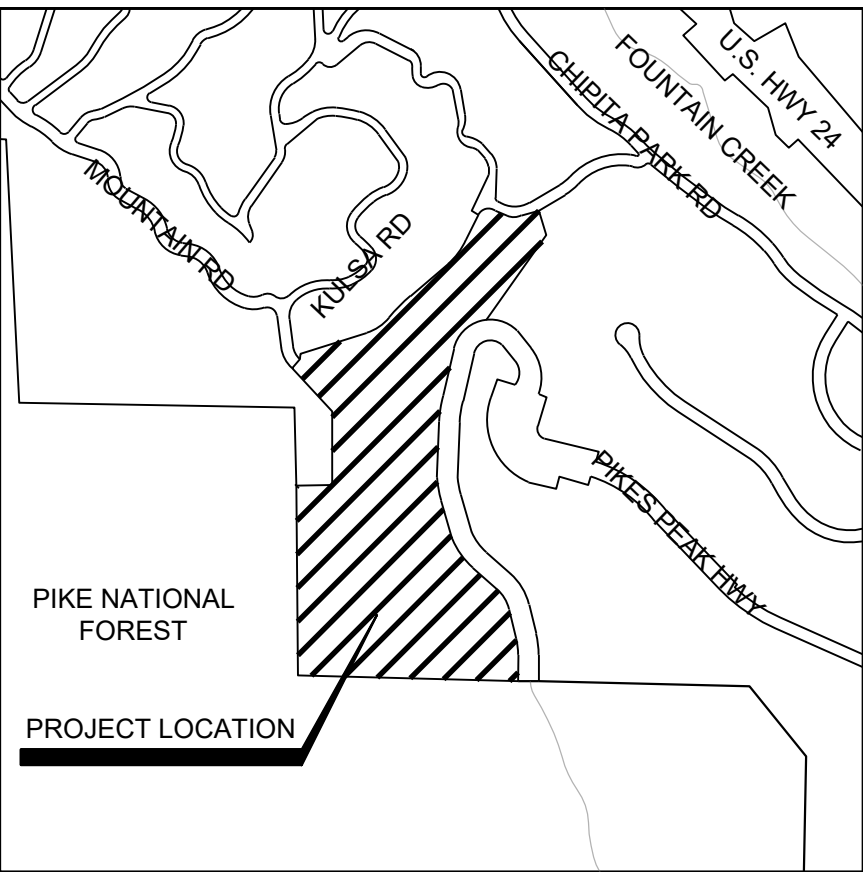
EASEMENTS:

UNLESS OTHERWISE INDICATED, ALL SIDE, FRONT, AND REAR LOT LINES ARE HEREBY PLATTED ON EITHER SIDE WITH A 10-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. ALL EXTERIOR SUBDIVISION BOUNDARIES ARE HEREBY PLATTED WITH A 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT. THE SOLE RESPONSIBILITY FOR THE MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNERS.

ALL PUBLIC UTILITY EASEMENTS, DEDICATED VIA THIS PLAT, ARE SUBJECT TO COLORADO SPRINGS UTILITIES' TERMS AND CONDITIONS RECORDED AT RECEPTION NO. 212112548 OF THE RECORDS OF EL PASO COUNTY CLERK AND RECORDER.

NOTES:

- NO EASEMENTS, RESTRICTIONS, RESERVATIONS, SETBACKS, OR OTHER MATTER OF RECORD, IF ANY, AFFECTING THE TITLE OF THIS PROPERTY ARE SHOWN, EXCEPT AS PLATTED, AS PER AGREEMENT WITH THE LANDOWNER.
- NO GAPS OR OVERLAPS EXIST.
- THERE ARE NO LINES OF POSSESSION THAT AFFECT THIS SURVEY.
- PARENT TRACT IS RECORDED AS RECEPTION NO. 221114676, CLERK AND RECORDERS' OFFICE, EL PASO COUNTY, COLORADO.
- THERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY.
- ALL BUILDING SETBACK REQUIREMENTS SHALL BE DETERMINED BY THE ZONING DISTRICT, UNLESS OTHERWISE NOTED.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SMH CONSULTANTS, TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR INFORMATION REGARDING EASEMENTS AND RIGHT OF WAY, SMH CONSULTANTS RELIED UPON THE TITLE POLICY PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER # SR65106050, DATED JUNE 9, 2022.
- BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 68 WEST, MONUMENTED AT THE CENTER 1/4 CORNER BY A 1" IRON PIPE WITH A 2-1/2" BRASS CAP STAMPED "1938 U.S. GENERAL LAND OFFICE SURVEY", 0.5' ABOVE GRADE AND AT THE WEST 1/16 CENTER CORNER BY A 1" IRON PIPE WITH A 2-1/2" BRASS CAP STAMPED "1938 U.S. GENERAL LAND OFFICE SURVEY AND ASSUMED TO BEAR NORTH 88 DEGREES 58 MINUTES 46 SECONDS WEST, 1301.48 FEET.
- SEWAGE TREATMENT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PROPERTY OWNER. THE EL PASO COUNTY HEALTH AND ENVIRONMENT DEPARTMENT MUST APPROVE EACH SYSTEM AND, IN SOME CASES, THE DEPARTMENT MAY REQUIRE AN ENGINEER-DESIGNED SYSTEM PRIOR TO PERMITTING APPROVAL.
- ALL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING PROPER STORMWATER DRAINAGE IN AND THROUGH THEIR PROPERTY. PUBLIC DRAINAGE EASEMENTS AS SPECIFICALLY NOTED ON THE PLAT SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS UNLESS OTHERWISE INDICATED. STRUCTURES, FENCES, MATERIALS OR LANDSCAPING THAT COULD IMPEDE THE FLOW OF RUNOFF SHALL NOT BE PLACED IN DRAINAGE EASEMENTS.
- DUE TO WILDFIRE CONCERNS, THE PROPERTY OWNER IS ENCOURAGED TO INCORPORATE WILDFIRE FUEL BREAK PROVISIONS AS RECOMMENDED BY THE COLORADO STATE FOREST SERVICE AND ILLUSTRATED THROUGH PUBLICATIONS AVAILABLE THROUGH THE STATE FOREST SERVICE.
- NO DRIVEWAY SHALL BE ESTABLISHED UNLESS AN ACCESS PERMIT HAS BEEN GRANTED BY EL PASO COUNTY PLANNING AND DEVELOPMENT. INDIVIDUAL LOT PURCHASERS ARE RESPONSIBLE FOR CONSTRUCTING DRIVEWAYS, INCLUDING NECESSARY DRAINAGE CULVERTS PER LAND DEVELOPMENT CODE SECTION 6.3.3.C.2 AND 6.3.3.C.3. DUE TO THEIR LENGTH, SOME OF THE DRIVEWAYS WILL NEED TO BE SPECIFICALLY APPROVED BY THE CASCADE FIRE PROTECTION DISTRICT.
- NO STRUCTURES OR MAJOR MATERIAL STORAGE ACTIVITIES ARE PERMITTED WITHIN THE DESIGNATED DRAINAGE EASEMENTS, EXCEPT FENCES. FENCES SHALL NOT IMPEDE RUNOFF FROM REACHING DRAINAGE SWALES.
- ALL STRUCTURAL FOUNDATIONS SHALL BE LOCATED AND DESIGNED BY A PROFESSIONAL ENGINEER, CURRENTLY REGISTERED IN THE STATE OF COLORADO. NATURAL DRAINAGE LOCATIONS SHALL BE AVOIDED BY CONSTRUCTION AND SITE-SPECIFIC FOUNDATION/SEPTIC INVESTIGATIONS SHALL BE REQUIRED.
- MAILBOXES SHALL BE INSTALLED IN ACCORDANCE WITH ALL EL PASO COUNTY AND THE UNITED STATES POSTAL SERVICE REGULATIONS.
- THE ADDRESSES EXHIBITED ON THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY. THEY ARE NOT THE LEGAL DESCRIPTION AND ARE SUBJECT TO CHANGE.
- THE FOLLOWING REPORTS HAVE BEEN SUBMITTED AND ARE ON FILE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT: DRAINAGE REPORT, WATER RESOURCES REPORT, WASTEWATER DISPOSAL REPORT, GEOLOGY AND SOILS REPORT, FIRE PROTECTION REPORT, WILDLAND FIRE & HAZARD MITIGATION REPORT, FORESTRY MANAGEMENT REPORT, NATURAL FEATURES REPORT, AND WILDLIFE REPORT.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO C.R.S. § 18-4-508.
- THERE SHALL BE NO DIRECT LOT ACCESS TO PIKES PEAK HIGHWAY.
- ACCESS TO ALL LOTS SHALL BE THROUGH THE SHOWN ACCESS EASEMENT. THE RESPONSIBILITY AND MAINTENANCE OF SAID EASEMENT IS SUBJECT TO THE MAINTENANCE AGREEMENT AND ALL COVENANTS AND RESTRICTIONS CONTAINED THEREIN, AS RECORDED AT RECEPTION NO. _____ OF THE RECORDS OF EL PASO COUNTY CLERK AND RECORDER.
- THE SUBDIVIDER(S) AGREES ON BEHALF OF HIM/HERSELF AND ANY DEVELOPER OR BUILDER SUCCESSORS AND ASSIGNS THAT SUBDIVIDER AND/OR SAID SUCCESSORS AND ASSIGNS SHALL BE REQUIRED TO PAY TRAFFIC IMPACT FEES IN ACCORDANCE WITH EL PASO COUNTY ROAD IMPACT FEE PROGRAM RESOLUTION (RESOLUTION NO. 19-471), OR ANY AMENDMENTS THERETO, AT OR PRIOR TO THE TIME OF BUILDING PERMIT SUBMITTALS. THE FEE OBLIGATION, IF NOT PAID AT FINAL PLAT RECORDING, SHALL BE DOCUMENTED ON ALL SALES DOCUMENTS AND PLAT NOTES TO ENSURE THAT A TITLE SEARCH WOULD FIND THE FEE OBLIGATION BEFORE SALE OF THE PROPERTY.
- A LOT-SPECIFIC SUBSURFACE SOIL INVESTIGATION WILL BE REQUIRED FOR ALL PROPOSED BUILDING STRUCTURES INCLUDING (BUT NOT LIMITED TO) RESIDENCES, RETAINING WALLS, ETC. NO BASEMENTS OR INHABITABLE BELOW-GRADE AREAS ARE ALLOWED UNLESS GROUNDWATER MONITORING (THROUGH THE ANNUAL SEASONAL FLUCTUATIONS) BEFORE CONSTRUCTION DEMONSTRATES THAT BELOW-GRADE AREAS CAN MAINTAIN 3-5 FEET BETWEEN THE BOTTOM OF THE FOUNDATION AND THE GROUNDWATER, OR SITE GRADING INDICATES THAT IT WILL MITIGATE THE DEPTH TO GROUNDWATER.
- INDIVIDUAL LOTS SHALL SUBMIT AN ENGINEERED SITE PLAN AT THE TIME OF BUILDING PERMIT APPLICATION.
- THIS SUBDIVISION HAS BEEN FOUND TO BE PARTIALLY IMPACTED BY GEOLOGIC CONSTRAINTS DUE TO POTENTIALLY UNSTABLE SLOPES AND SLOPES GREATER THAN 30%. NO BUILDING, NO SEPTIC SYSTEM AND NO CONSTRUCTION DISTURBANCE IS PERMITTED WITHIN THE AREAS OF IDENTIFIED GEOLOGIC CONSTRAINTS. SEE THE FINAL PLAT DRAWING AND THE SOILS AND GEOLOGY STUDY PREPARED BY RMG-ROCKY MOUNTAIN GROUP ENGINEER DATED DECEMBER 15, 2023.
- FUTURE OWNERS OF LOTS 1-3 ARE RESPONSIBLE FOR OBTAINING A WETLANDS DETERMINATION, AND 4B PERMIT IF REQUIRED FROM THE U.S. CORPS OF ENGINEERS AT TIME OF BUILDING PERMIT.
- EASEMENT DESCRIBED IN BOOK 3113, PAGE 392 IS A NON-PLOTTABLE ITEM THAT COULD AFFECT THE SUBJECT PROPERTY.
- THE SUBDIVIDER/DEVELOPER IS RESPONSIBLE FOR EXTENDING ACCESS AND UTILITIES TO EACH LOT, TRACT OR BUILDING SITE.
- WATER AND ELECTRIC SERVICE FOR THIS SUBDIVISION IS PROVIDED BY COLORADO SPRINGS UTILITIES SUBJECT TO THE PROVIDERS' RULES, REGULATIONS AND SPECIFICATIONS.
- GAS SERVICE FOR THIS SUBDIVISION IS PROVIDED BY BLACK HILLS ENERGY SUBJECT TO THE PROVIDERS' RULES, REGULATIONS AND SPECIFICATIONS.
- PER ECM SECTION 17.1.B.5, THE RESIDENTIAL LOTS IMPERVIOUS AREA MAY NOT EXCEED 10% UNLESS A STUDY IS PREPARED IN COMPLIANCE WITH THE REQUIREMENTS LAID OUT IN THE ABOVE ECM SECTION AND THE IMPERVIOUS AREA MAY NOT EXCEED 20%. THIS IMPERVIOUS AREA FOR EACH LOT MUST INCLUDE THE PROPOSED DRIVEWAY.



VICINITY MAP
(NOT TO SCALE)



SOIL AND GEOLOGY CONDITIONS:

GEOLOGIC HAZARD NOTE:
THE FOLLOWING LOTS HAVE BEEN FOUND TO BE IMPACTED BY GEOLOGIC HAZARDS. MITIGATION MEASURES AND A MAP OF THE HAZARD AREA CAN BE FOUND IN THE SOILS & GEOLOGY REPORT BY RMG - ROCKY MOUNTAIN GROUP DATED DECEMBER 15, 2023 IN FILE MS234 AVAILABLE AT THE EL PASO COUNTY PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT.

- STEEP SLOPES: LOTS 1-3
- DEBRIS FLOWS AND DEBRIS FANS: LOTS 1 & 3
- FAULTS AND SEISMICITY: LOTS 1-3

IN AREAS OF HIGH GROUNDWATER: DUE TO HIGH GROUNDWATER IN THE AREA, ALL FOUNDATIONS SHALL INCORPORATE AN UNDERGROUND DRAINAGE SYSTEM.

LONG TERM CUT SLOPES IN THE UPPER SOIL SHALL BE LIMITED TO NO STEEPER THAN 3:1 (HORIZONTAL TO VERTICAL) FOR ALL LOTS.

FLOODPLAIN NOTE:

FLOOD INSURANCE RATE MAP, MAP NUMBER 0841C0486G EFFECTIVE DATE DECEMBER 7, 2018, INDICATES THAT THE AREA WITHIN THE SURVEYED PROPERTY TO BE LOCATED IN ZONE X (AREAS OF MINIMAL FLOOD HAZARD) AND ZONE D (AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE).

UTILITY NOTES:

ANY UTILITY COMPANY THAT LOCATES FACILITIES IN ANY EASEMENT SHALL HAVE THE RIGHT TO PRUNE, REMOVE, ERADICATE, CUT AND CLEAR AWAY ANY TREES, LIMBS, VINES, AND BRUSH ON THE UTILITY EASEMENT NOW OR AT ANY FUTURE TIME AND PRUNE AND CLEAR AWAY ANY TREE LIMBS, VINES, AND BRUSH ON LANDS ADJACENT TO THE UTILITY EASEMENT WHENEVER, IN THE UTILITY COMPANIES JUDGMENT, SUCH MAY INTERFERE WITH OR ENDANGER THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF ITS FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THE UTILITY EASEMENT AND CONTIGUOUS LAND SUBJECT TO THIS PLAT FOR THE PURPOSE OF SURVEYING, ERECTING, CONSTRUCTING, MAINTAINING, INSPECTING, REBUILDING, REPLACING, AND WITH OR ENDANGERING THE CONSTRUCTION, OPERATION OR MAINTENANCE OF SAID FACILITIES.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kristian & Christa Guntzelman, being the owner of the following described tract of land:

DESCRIPTION:

A portion of the parcel described in that Quitclaim Deed, recorded January 22, 2020 under Reception No. 220009194, in the Official Public Records of El Paso County, Colorado, located in the Northwest 1/4 of Section 22, Township 13 South, Range 68 West, of the 6th P.M., being more particularly described as follows.

COMMENCING at the Center 1/4 Corner of said Section 22; thence along the south line of the Southeast 1/4 of the Northwest 1/4 of said Section 22, N88°57'03"W, (Bearings are based on the south line of the Southeast 1/4 of the Northwest 1/4 of said Section 22, monumented at the Center 1/4 Corner of said Section 22 by a 1" iron pipe with a 2-1/2" brass cap stamped "1938 U.S. GENERAL LAND OFFICE SURVEY", 0.5' above grade and monumented at the West Center 1/16 Corner by a 1" iron pipe with a 2-1/2" brass cap stamped 1938 U.S. GENERAL LAND OFFICE SURVEY", flush with grade, having a measured bearing of N88°57'03"W, a distance of 1301.48 feet), a distance of 234.34 feet to the southeast corner of said parcel, being the POINT OF BEGINNING; thence continuing along said south line of the Southeast 1/4 of the Northwest 1/4 of said Section 22, N88°57'03"W, a distance of 1067.14 feet to the West 1/16 Corner of said Section 22; thence along the North-South Center line of the Northwest 1/4 of said Section 22, N01°07'31"W, a distance of 932.25 feet; thence leaving said North-South Center line, N88°52'29"E, a distance of 162.97 feet; thence N01°08'07"W, a distance of 353.05 feet; thence N41°49'19"W, a distance of 283.92 feet to a point on south right-of-way line of Nampa Road; thence along the south right-of-way line of said Nampa Road, the following seven (7) courses:

- N48°13'23"E, a distance of 60.11 feet;
- along the arc of a non-tangent curve to the right, whose center bears N48°07'42"E, having a radius of 23.65 feet, a central angle of 115°53'06", a distance of 47.83 feet;
- N73°46'14"E, a distance of 315.39 feet;
- along the arc of a non-tangent curve to the left, whose center bears N16°10'04"W, having a radius of 245.85 feet, a central angle of 38°16'52", a distance of 164.26 feet;
- along the arc of a reverse curve to the right, whose center bears S54°53'21"E, having a radius of 303.82 feet, a central angle 14°01'04", a distance of 74.33 feet;
- N49°31'01"E, a distance of 285.03 feet;
- along the arc of a non-tangent curve to the left, whose center bears N40°28'22"W, having a radius of 364.10 feet, a central angle of 23°57'14", a distance of 152.22 feet, to a point on the southeast line of that Right-of-Way Vacation recorded under Book 3122 Page 824 in the Official Public Records of El Paso County, Colorado;

Thence continuing along said southeast line of said Right-of-Way Vacation, N25°35'01"E, a distance of 134.87 feet to a point on the south right-of-way line of Nampa Road; thence along said south right-of-way line, the following five (5) courses:

- along the arc of a non-tangent curve to the right, whose center bears S64°28'18"E, having a radius of 59.60 feet, a central angle of 95°53'57", a distance of 99.76 feet;
- S58°29'48"E, a distance of 40.03 feet;
- along the arc of a non-tangent curve to the left, whose center bears N31°15'02"E, having a radius of 96.71 feet, a central angle of 48°28'43", a distance of 81.83 feet;
- N72°58'37"E, a distance of 67.62 feet;
- along the arc of a non-tangent curve to the left, whose center bears N12°19'30"W, having a radius of 96.71 feet, a central angle of 22°07'11", a distance of 37.34 feet, to a point on the west line of Pikes Peak Mountain Estates, recorded November 5, 2001 under Reception No. 201161507;

Thence continuing along said west line of Pikes Peak Mountain Estates, the following two (2) courses:

- S18°49'36"E, a distance of 138.79 feet;
- S35°59'27"W, a distance of 515.72 feet, to a point on the west right-of-way line of Pikes Peak Toll Road;

Thence continuing along said west right-of-way line of Pikes Peak Toll Road, the following, thirteen (13) courses:

- Along the arc of a non-tangent curve to the left, whose center bears S11°39'01"E, having a radius of 193.42 feet, a central angle of 64°29'48", a distance of 217.73 feet;
- S13°45'10"W, a distance of 216.22 feet;
- Along the arc of a non-tangent curve to the left, whose center bears S76°02'47"E, having a radius of 1005.40 feet, a central angle of 11°10'16", a distance of 196.03 feet;
- S02°43'25"W, a distance of 173.36 feet;
- Along the arc of a non-tangent curve to the left, whose center bears S87°14'50"E, having a radius of 460.30 feet, a central angle of 17°26'00", a distance of 140.06 feet;
- S14°46'15"E, a distance of 167.06 feet;
- Along the arc of a non-tangent curve to the left, whose center bears S74°40'19"E, having a radius of 338.00 feet, a central angle of 31°57'04", a distance of 188.49 feet;
- S45°59'03"E, a distance of 171.85 feet;
- Along the arc of a non-tangent curve to the right, whose center bears S43°26'18"E, having a radius of 238.00 feet, a central angle of 31°14'04", a distance of 129.74 feet;
- S15°27'25"E, a distance of 155.45 feet;
- Along the arc of a non-tangent curve to the right, whose center bears S74°31'58"E, having a radius of 238.00 feet, a central angle of 19°18'37", a distance of 80.21 feet;
- S43°26'18"E, a distance of 46.77 feet;
- Along the arc of a non-tangent curve to the left, whose center bears S86°04'29"E, having a radius of 363.70 feet, a central angle of 09°00'56", a distance of 57.23 feet, to the POINT OF BEGINNING.

LESS

A tract of land in Northwest Quarter of Section 22, Township 13 South, Range 68 West of the 6th P.M., County of El Paso, Colorado described as follows:

Beginning at a point that is S 64°26'49" E 40.00 feet from the Northwest Corner of Lot 112, The UTE Pass Summer Homes Co Subdivision No. 1, El Paso County, Colorado, said point being on the Northwest Corner of the Right of Way Vacation recorded under Book 3122, Page 824 in the Official Public Records of El Paso County, Colorado; thence S 64°25'10" E 27.90 feet; thence S 25°34'50" W 134.69 feet; thence N 64°25'10" W 27.90 feet to the Northeast Corner of said Right of Way Vacation; thence N 25°34'50" E 134.39 feet to the point of beginning, containing 3,758 square feet.

Subject to easements and restrictions of record.

For a total of 35.06 acres.

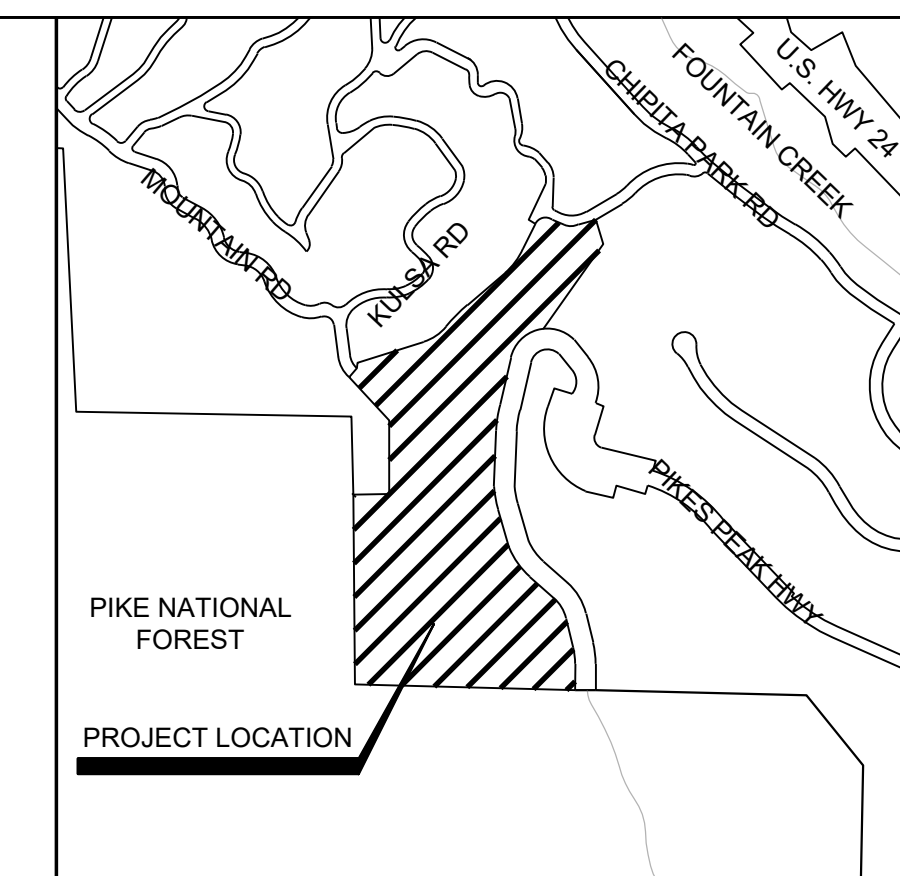
Tim Sloan, Professional Land Surveyor Date
Colorado Registered PLS #38374



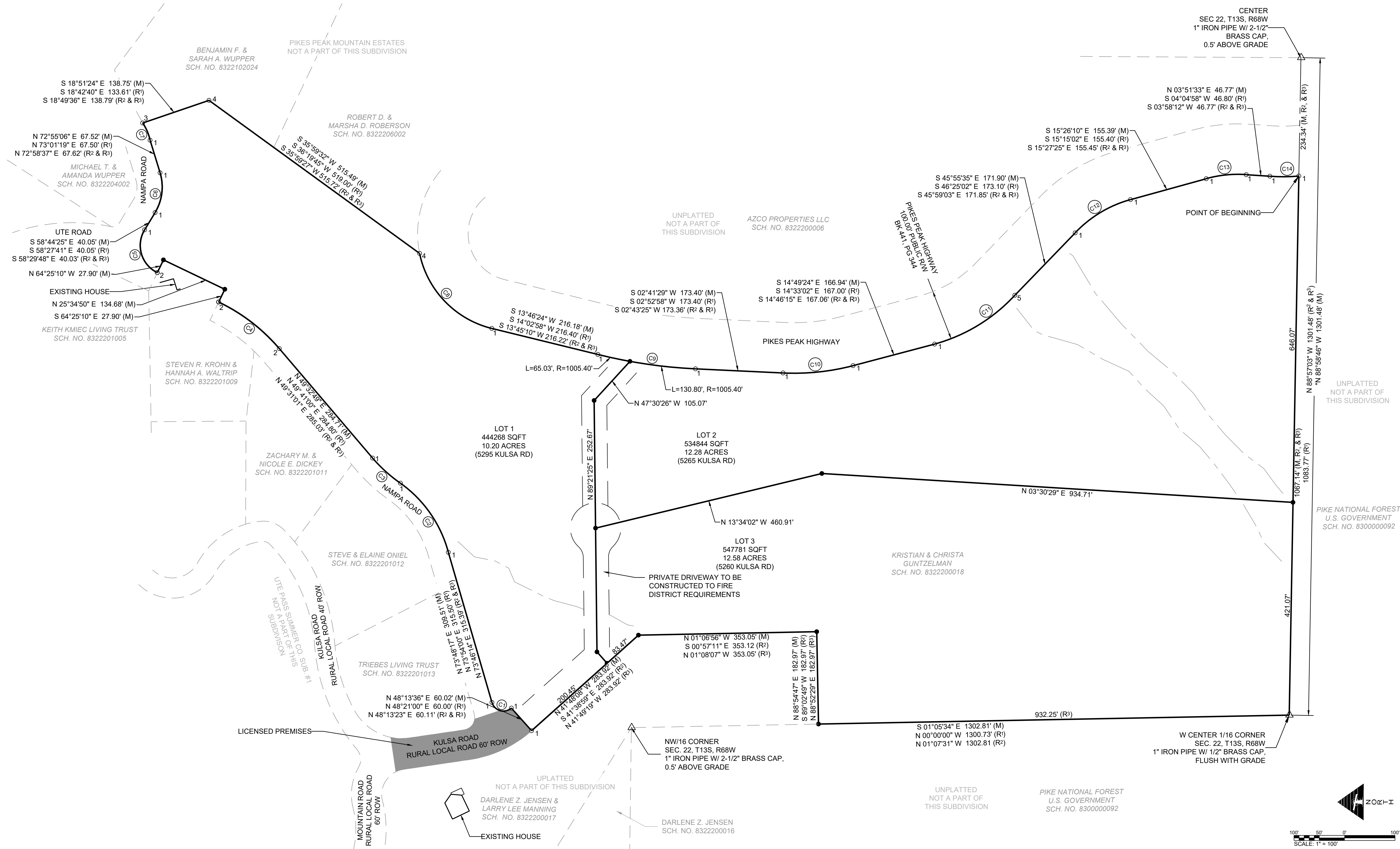
LICENSED PREMISES EXHIBIT

GUNTZELMAN PORCELAIN PINES SUBDIVISION

PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 68 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO



VICINITY MAP
(NOT TO SCALE)



PROPERTY LINE CURVE DATA (M)					
CURVE #	RADIUS	ARC	CHORD	DELTA	BEARING
C1	23.65	47.79	40.06	115°46'20"	37.68 S 16°00'33" W
C2	245.85	169.99	166.62	39°36'59"	88.55 N 55°16'26" E
C3	303.82	74.43	74.25	14°02'13"	37.40 S 42°04'32" W
C4	364.10	152.45	151.34	23°59'24"	77.36 N 37°31'37" E
C5	59.60	99.60	88.41	95°44'58"	65.90 S 73°25'40" W
C6	96.71	81.76	79.35	48°28'25"	43.50 S 82°50'32" E
C7	96.71	37.25	37.02	22°04'15"	18.86 N 66°40'32" E
C8	193.42	217.52	206.23	64°26'00"	121.88 S 46°06'01" W
C9	1005.40	195.84	195.53	11°09'38"	98.23 S 08°22'53" W
C10	460.30	140.08	139.54	17°28'11"	70.59 S 05°56'13" E
C11	338.00	188.35	185.92	31°55'41"	96.69 S 31°19'00" E
C12	238.00	129.45	127.86	31°09'51"	66.37 N 30°59'04" W
C13	238.00	80.20	79.82	19°28'19"	40.49 N 05°47'46" W
C14	363.70	57.31	57.25	9°01'44"	28.72 S 00°24'16" E

PROPERTY LINE CURVE DATA (R)				
CURVE #	RADIUS	ARC	DELTA	BEARING
C1	23.65	47.70	115°33'00"	N 16°07'30" E
C2	245.85	164.27	38°17'00"	N 54°45'30" E
C3	303.82	74.59	14°04'00"	N 42°39'00" E
C4	364.10	152.09	23°56'00"	N 37°43'00" E
C5	59.60	99.64	95°47'19"	N 73°38'40" E
C6	96.71	81.89	48°31'00"	S 82°43'11" E
C7	174.20	37.29	12°14'00"	N 66°54'19" E
C8	193.42	217.62	64°27'52"	S 46°16'54" W
C9	1005.40	195.95	11°10'00"	S 08°27'58" W
C10	460.30	140.06	17°26'00"	S 05°50'02" E
C11	338.00	187.99	31°52'00"	S 30°29'02" E
C12	238.00	129.46	31°10'00"	S 30°50'02" E
C13	238.00	80.31	19°20'00"	S 05°35'02" E
C14	363.70	31.06	4°53'37"	S 01°38'09" W

PROPERTY LINE CURVE DATA (R & R')				
CURVE #	RADIUS	ARC	DELTA	BEARING
C1	23.65	47.83	115°53'06"	N 48°07'42" E
C2	245.85	164.26	38°16'52"	N 16°10'04" W
C3	303.82	74.33	14°01'04"	S 54°53'21" E
C4	364.10	152.22	23°57'14"	N 40°28'22" W
C5	59.60	99.76	95°53'57"	S 64°28'18" E
C6	96.71	81.83	48°28'43"	N 31°15'02" E
C7	96.71	37.34	22°07'11"	N 12°19'30" W
C8	193.42	217.73	64°29'48"	S 11°39'01" E
C9	1005.40	196.03	11°10'16"	S 76°02'47" E
C10	460.30	140.05	17°26'00"	S 87°14'50" E
C11	338.00	188.49	31°57'04"	S 74°40'19" E
C12	238.00	129.74	31°14'04"	S 43°26'18" E
C13	238.00	80.21	19°18'37"	S 74°31'58" E
C14	363.70	57.23	09°00'56"	S 86°04'29" E

LINETYPE LEGEND	
—	PROPERTY LINE
- - -	ADJACENT PROPERTY LINE
---	SECTION LINE
- - - - -	PUBLIC UTILITY, DRAINAGE & ACCESS EASEMENT LINE
- - - - -	UTILITY & DRAINAGE EASEMENT LINE
- - - - -	NO BUILD EASEMENT LINE

LEGEND	
●	1/2"x24" Rebar w/PLS38374 Cap Set
△	Found GLO Monument (As Noted)
*	Basis of Bearing
⊙	Curve Number
(M)	Measured Dimension
(R)	Recorded Dimension - Quitclaim Deed dated January 17, 2020 recorded under Rec. No. 22009194
(R')	Recorded Dimension - Land Survey Plat by Clark Land Surveying, Inc. dated May 25, 2021
(R'')	Recorded Dimension - Warranty Deed dated June 11, 2021 recorded under Rec. No. 221114676
■	Licensed Premises
○	Found 1-1/4" Orange Plastic Cap, PLS 25955, Flush w/grade
○	Found #5 Rebar w/ broken Orange Cap, Illegible, Flush w/ grade
○	Found 1/2" Rebar w/ Cap, Illegible, Flush w/ grade
○	Found 1-1/2" Aluminum Cap, PLS 28658, Flush w/ grade
○	Found 1/2" Disc w/ Mag. Nail, PLS 25955, In Rock
U/E	Public Utility Easement
D/E	Drainage Easement
A/E	Access Easement

TOTAL ACREAGE:
 LOT 1 = 10.20 ACRES
 LOT 2 = 12.28 ACRES
 LOT 3 = 12.58 ACRES
 TOTAL = 35.06 ACRES

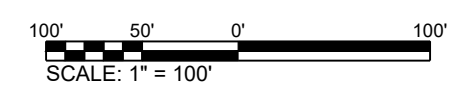
SERVICE PROVIDERS:
 CASCADE FIRE PROTECTION DISTRICT
 COLORADO SPRINGS UTILITIES
 BLACK HILLS ENERGY
 INDIVIDUAL SEWAGE DISPOSAL SYSTEMS

FEES:
 PARK FEE: \$1515
 SCHOOL FEE: _____
 DRAINAGE FEE: N/A
 BRIDGE FEE: N/A

OWNER:
 KRISTIAN & CHRISTA GUNTZELMAN
 5381 SUGAR CAMP ROAD
 MILFORD, OH 45150
 513-722-4343

SURVEYOR:
 TIM SLOAN, VICE-PRESIDENT
 SMH CONSULTANTS, P.A.
 620 NORTH TEJON STREET, STE 201
 COLORADO SPRINGS, CO 80903
 719-465-2145

ENGINEER:
 BRETT LOUK
 SMH CONSULTANTS, P.A.
 620 NORTH TEJON STREET, STE 201
 COLORADO SPRINGS, CO 80903
 719-465-2145



DATE SUBMITTED: 01/04/2024
REVISIONS:

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
 Kansas City, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Survey Prepared July 6, 2022
 Drawn By: JAM Project #2107-0307 DD #TDS87 PCD File # MS234

APRIL 2024

Civil Engineering • Land Surveying • Landscape Architecture
 www.smhconsultants.com

PAGE 2 OF 2