



CITY OF COLORADO SPRINGS
We Create Community

LAND USE REVIEW DIVISION
COMMUNITY DEVELOPMENT DEPARTMENT

MINERAL ESTATE OWNER NOTIFICATION CERTIFICATION AFFIDAVIT

APPLICANT: LAURIE LEE NEAGLE CONSULTANT: LAND DEVELOPMENT CONSULTANTS, INC.

PROJECT: NEAGLE - DUTCHER FAMILY ADDITION

CITY PLANNING FILE NUMBER(S): ANEX-24-_____ (NOT YET ASSIGNED)

The Applicant certifies that he has complied with the applicable provisions of the City of Colorado Springs Mineral Estate Owner Notification process. The Applicant certifies that the records, including filed requests for surface development notification forms, of the El Paso County Tax Assessor and the Clerk and Recorder were examined. The Applicant further certifies the following:

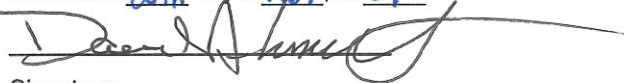
Yes, a separate mineral estate owner(s) was identified and the Applicant certifies that 1.) the mineral estate owner(s) was notified by certified mail, return receipt requested, or by a nationally recognized overnight courier of the initial City Planning Commission public hearing not less than thirty (30) days prior to the hearing; 2.) he has attached a listing of the Mineral Estate Owner(s) with mailing addresses, and 3.) has attached a copy of the notice that was mailed. Said notice contained the time and place of the public hearing, the nature and subject of the hearing, legal description of the property and the name of the applicant.

Yes a separate mineral estate owner(s) was identified, but the Applicant certifies that 1.) no mailing addresses of record(s) are known; 2.) he has attached a listing of the Mineral Estate Owner(s); and 3.) no further action was taken. ESTATE OF WILLIAM J. PALMER

No separate mineral estate owner(s) were identified and no further action was taken.

Pursuant to 24-65.5-103(4), C.R.S., I certify that above is true and accurate and that I have acted in good faith to comply with the applicable provisions of the City of Colorado Springs Mineral Estate Owner Notification process.

Dated this 20TH day of FEB, 2024.


Signature

EPC AFR 63262.09.009
HERITAGE TITLE COMPANY, INC.
FILE NO. 598-140672846-072-JHE
AMENDMENT NO. 2 03-24-22

Notary Certificate:

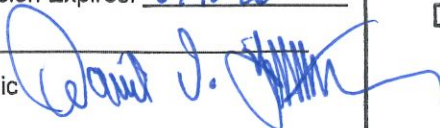
STATE OF COLORADO)
) sis
COUNTY OF EL PASO)

NOTE: NO LAND IN THIS IMMEDIATE VICINITY HAS BEEN PERMANENTLY OR TEMPORARILY APPROPRIATED FOR COAL MINING PURPOSES

The foregoing certification was acknowledged before me this 20TH day of FEBRUARY, 2024, by DAVID A. SOMERVILLE, FOR AND ON BEHALF OF LAND DEVELOPMENT CONSULTANTS, INC.

Witness my hand and official seal.

My commission Expires: 07-10-26

Notary Public 

DAVID VINCENT HOSTETLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904009649
MY COMMISSION EXPIRES JULY 10, 2026

Transaction Identification Data for reference only:

Issuing Agent: Heritage Title Company, Inc.
 Issuing Office: 8055 E Tufts Ave, Suite 300, Denver, CO 80237
 Loan ID Number:
 Issuing Office File Number: 598-H0672046-072-JHE, Amendment No. 2
 Property Address: 4105 Date Street, Colorado Springs, CO 80917
 Revision Number: Amendment No. 2, Amendment Date: March 24, 2022

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **March 17, 2022**
2. Policy to be issued:
 - (a) **ALTA Owners Policy 6-17-06**
 Proposed Insured: **Laurie Lee Neagle and Ian David Neagle and Travis James Dutcher and Anthony Edward Dutcher**
 Proposed Policy Amount: **\$51,500.00**
 - (b) **None**
 Proposed Insured: **CASH**
 Proposed Policy Amount: **\$0.00**
 - (c) **None**
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
Rence N. Creed
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

PREMIUMS:

ALTA Owners Policy 6-17-06	655.00
Tax Certificate	13.50

EXHIBIT A**LEGAL DESCRIPTION**

Lot 11, Block 4, Park Vista Addition,
County of El Paso, State of Colorado.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B

PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservation of all deposits of coal contained in said lands, together with the right to go upon said lands without interfering in any way with the improvements or crops thereon for the purpose of drilling the said lands in prospecting for any such deposits of coal, and the further right to mine and remove all such deposits of coal, if any, from the said lands together with such use and occupation of portions thereof as may be reasonably necessary for mining and transportation purposes, while said coal, if any, is being mined and removed, all as contained in deed recorded April 10, 1917 in [Book 569 at Page 45](#).
9. Covenant that the construction, installation, maintenance and operation of service stations will not be permitted on any lots or blocks of Park Vista Addition, contained in Release of Purchase Option recorded February 27, 1957 in [Book 1618 at Page 386](#) and August 18, 1958 in [Book 1696 at Page 164](#).

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the estate, right, title and interest of said parties of the first part, either in law or equity, to the only proper use and benefit of the said party of the second part, his heirs and successors forever; subject nevertheless, to the conditions and reservations herein above named and set forth, according to the true intent and meaning thereof, and upon the trust, and to and for the uses, interests, and purposes hereinafter limited, described, and declared, that is to say, upon trust to receive the issues, rents, and profits of the said premises, and apply the same to the use of John Jay Chapman, during the term of his natural life, and after the death of the said John Jay Chapman, to convey the same by deed to the said Conrad Chapman in fee.

And the said John Jay Chapman one of the parties of the first part, for himself, his heirs, executors and administrators doth covenant, to and with the said party of the second part, his heirs and successors that at the time of the enacting and delivery of these presents he was well seized of the premises above conveyed as of good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, alien, remise, release, convey and confirm the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, sales, liens, taxes, assessments and incumbrances of whatever kind or nature, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and successors, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, he the said John Jay Chapman one of the parties of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered
 In the presence of
 Lewis Spencer Morris
 as to both
 John Jay Chapman (Wife's Seal)
 Elizabeth W. Chapman (Wife's Seal)

STATE OF NEW YORK)
 COUNTY OF NEW YORK) ss
 I, Lewis Spencer Morris a notary public in and for said County, in the State aforesaid, do hereby certify that John Jay Chapman and Elizabeth Winthrop Chapman, his wife, who are personally known to me to be the persons whose names are subscribed to the foregoing Deed, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of February A. D. 1917
 Lewis Spencer Morris
 Notary Public N. Y. County
 Notary Public New York County No. 171
 Cert. Filed N. Y. Co. Registrar's Office No 7200
 State of New York)
 County of New York) ss
 I, William F. Schneider, Clerk of the County of New York, and also Clerk of
 No. 36036 Series B



the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That Lewis Spencer Morris whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the aforesaid instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, or conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 27 day of February 1917



Wm. F. Schneider Clerk

No. 242999)
 Special Warranty Deed)
 Elsie Myers, et al)
 -40-)
 Ernst Scholz)
 Filed for record 12:06 P. M.)
 April 10, 1917)
 Elroy C. Sheldon, Recorder)
 of the County of El Paso and State of Colorado, of)
 the first part, and Ernst Scholz, of Osceola in the County)
 of Polk and State of Nebraska, of the second part:

THIS DEED, Made this Twelfth day of June in the year of our Lord one thousand nine hundred and sixteen (1916) between Elsie Myers, Dorothy Palmer and Marjorie Palmer Watt (Formerly Marjorie Palmer) each individually and as sole heirs at law and residuary devisees under the last will and testament of William J. Palmer, deceased, late of the County of El Paso and State of Colorado, of the first part, and Ernst Scholz, of Osceola in the County of Polk and State of Nebraska, of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The Southeast quarter (S. E. 1/4) of Section twenty-one (21), all of Section twenty-two (22), twenty-three (23), the Northwest quarter of Section twenty-six (26), the North one-half (N. 1/2) of Section twenty-seven (27), and the Northeast quarter (N. E. 1/4) of Section twenty-eight (28), all in Township thirteen (13) South, Range sixty-six (66) West, contain of two thousand and eighty (2,080) acres, more or less, according to the Government Survey of 1890, excepting from all the above described tracts any and all those portions thereof heretofore conveyed to the said County of El Paso for rights of way for County Roads; and save and excepting also that there is hereby reserved to the parties of the first part the ownership of all deposits of coal contained in said lands, together with the right to go upon said

lands, without interfering in any way with the improvements or crops thereon of the second party, his heirs or assigns, for the purpose of drilling the said lands in prospecting for any such deposits of coal, and the further right to mine and remove all such deposits, if any, from the said lands, together with such use and occupation of such portions thereof as may be reasonably necessary for mining and transportation purposes while said coal, if any, is being mined and removed; and should the surface of any of the said lands be permanently appropriated for such mining purposes, the said parties of the first part shall pay the party of the second part for the same, such fair and reasonable sum of money as they may agree upon at the time, which in case of disagreement between them as to the fair valuation, shall be determined by arbitration in the usual and customary manner.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, 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 said party of the second part, his heirs and assigns forever. And the said Elsie Myers, Dorothy Palmer and Marjorie Palmer Watt parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensueing and delivery of these presents, they have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; that the said parties of the first part will pay all taxes and assessments for the year 1916 when and as the same become due, and that the same are free and clear from all former and other liens, taxes, assessments and incumbrances of whatever kind or nature soever; and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under the said parties of the first part, the said parties of the first part shall and will warrant and forever defend.

In witness whereof, The said parties of the first part have hereunto their hands and seals, the day and year above written.

Signed, Sealed and Delivered in Presence of

Elsie Myers (Seal)	Dorothy Palmer (Seal)
As to Elsie Myers	Marjorie Palmer Watt (Seal)
Richard Westcott	(Seal)
Vice Consul of the United States of America at London, England,	
As to Dorothy Palmer	
John Preston Beecher	

State of Colorado,)
 El Paso County) ss

I, Robert S. M. Roland a Notary Public in and for said County, in the State aforesaid, do hereby certify that Marjorie Palmer Watt is personally known to me as the person whose name is subscribed to the annexed Deed appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as

her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this Twenty-first day of August A. D. 1916

My Commission expires October 5th 1918

Robert S. M. Roland
 Notary Public

Certificate of Acknowledgment of Execution of Document.

Scotland
 Lanark
 (County or other political division)
 Glasgow
 (Name of consular office)

I, J. P. Beecher, Vice-Consul of the United States of America at Glasgow, Scotland, duly commissioned and qualified, do hereby certify that on this 25th day of July, 1916, before me personally appeared Dorothy Palmer to me personally known, and known to me to be the individual described in, whose name is subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument she duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

John Preston Beecher
 Vice-Consul of the United States of America

Fee No. 35 Two Dollars

Note.-Wherever practicable all signatures to a document should be included in one certificate.

Certificate of Acknowledgment of Execution of Document.

Kingdom of Great Britain & Ireland)
 (Country))
 City of London, England)
 (County or other political division))
 United States Consulate-General)
 (Name of consular office))

I, Richard Westcott Vice Consul of the United States of America at London, England duly commissioned and qualified, do hereby certify that on this 28th day of July, 1916, before me personally appeared Elsie Myers to me personally known, and known to me to be the individual described in, whose name is subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument she duly acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

Richard Westcott
 Vice Consul of the United States of America.

Fee No. 35 Two Dollars

Note.- Wherever practicable all signatures to a document should be included in one certificate.

