

PURPORTED ADDRESS: 0 ROCKBROOK ROAD, PALMER LAKE, CO 80133  
APN: 7109000053

SCHEDULE A

File No.: 7417-52056 C/4

1. Effective Date: February 26, 2019 at 7:00 A.M.

2. Policy or Policies to be issued: Amount Premium

(A) ALTA 2006 Owner's Policy-Proposed Insured: \$N/A \$N/A  
N/A

(B) ALTA 2006 Loan Policy-Proposed Insured: \$N/A \$N/A  
N/A

COMMITMENT FOR SUBDIVISION PURPOSES \$150.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

AMY M. YARBROUGH AND RICHARD D. YARBROUGH

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT A

**EXHIBIT A**

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH 89°52'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 115.00 FEET TO THE NORTHWEST CORNER OF LOT 2 IN CLOVEN HOOF ESTATES, 2ND FILING ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK D-2 AT PAGE 43 UNDER RECEPTION NO. 240574; THENCE ANGLE RIGHT SOUTH 00°35'37" EAST ALONG THE WESTERLY LINE OF LOTS 2 AND 3 OF SAID SUBDIVISION, 369.01 FEET TO THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND CONVEYED TO OWEN C. HASSLER BY DEED RECORDED IN BOOK 2608 AT PAGE 954 UNDER RECEPTION NO. 02938; THENCE ANGLE RIGHT SOUTH 74°04'20" WEST, ALONG THE NORTHERLY LINE OF SAID HASSLER TRACT, 159.41 FEET; THENCE ANGLE RIGHT NORTH 16°15'37" WEST, 357.85 FEET; THENCE ANGLE RIGHT NORTH 62°43'23" EAST 25 FEET TO A POINT IN THE BOUNDARY LINE OF THE CUL-DE-SAC IN ROCKBROOK ROAD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK P-2 AT PAGE 23 UNDER RECEPTION NO. 774171, THENCE ANGLE RIGHT AND FOLLOW THE BOUNDARY LINE OF SAID CUL-DE-SAC 171.37 FEET TO INTERSECT THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE AFORESAID SECTION 9; THENCE ANGLE RIGHT NORTH 89°52'42" EAST ALONG SAID NORTH LINE 31.83 FEET TO THE POINT OF BEGINNING, SUBJECT, HOWEVER TO A NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: A STRIP OF LAND 15 FEET IN WIDTH LYING EASTERLY AND ADJACENT TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT RUNNING NORTH 16°15'37" WEST 357.85 FEET; THENCE NORTH 62°43'23" EAST 25 FEET TO A POINT IN THE BOUNDARY LINE OF THE CUL-DE-SAC IN ROCKBROOK ROAD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK P-2 AT PAGE 23 UNDER RECEPTION NO. 774171 AND THE POINT OF TERMINATION OF SAID LINE, COUNTY OF EL PASO, STATE OF COLORADO.

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following are the requirements to be complied with:

**NONE**

**NOTE: WE FIND NO OPEN DEEDS OF TRUST OF RECORD. PLEASE CONFIRM THIS WITH THE SELLER.**

**FOR INFORMATIONAL PURPOSES ONLY:**

**ACCORDING TO PUBLIC RECORDS, THE LAST DEED(S) OF RECORD WHICH PURPORT TO TRANSFER TITLE AND/OR ARE RECORDED WITHIN THE PAST 24 MONTHS ARE:**

**QUITCLAIM DEED RECORDED MAY 16, 2011 AT RECEPTION NO. 211047931**

SCHEDULE B – SECTION II

EXCEPTIONS

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights and claims of parties in possession not shown in the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts and boundary lines, shortage in area, encroachments, and any facts in which a correct survey and inspection of the premises would disclose and which are not shown by public records.
4. Any lien or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Note: If Guardian Title Agency, LLC conducts the closing, this item will be deleted from the final policy

6. Tax sales, taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
7. "(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B."
8. RIGHTS OF WAY AS CURRENTLY EXIST AND OR USED.

## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Guardian Title Agency, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B-2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**WHAT DOES GUARDIAN TITLE AGENCY, LLC  
(A SUBSIDIARY OF TITLE RESOURCE GROUP)  
DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and credit card or other debt
- Checking account information and wire transfer instructions

**How?**

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GUARDIAN TITLE AGENCY, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TRG share?	Can you limit this sharing?
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call (888) 485-3791

## Who we are

**Who is providing this notice?**

GUARDIAN TITLE AGENCY, LLC

## What we do

**How does GUARDIAN TITLE AGENCY, LLC protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does GUARDIAN TITLE AGENCY, LLC collect my personal information?**

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliates so they can market to you.*

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliated financial companies for joint marketing purposes.*





# GUARDIAN TITLE AGENCY, LLC

## DELIVERY RECEIPT

\*\*\*\*\*

COLDWELL BANKER - COLO SPRINGS  
2075 RESEARCH PARKWAY #B  
COLORADO SPRINGS, CO 80920  
ATTN: CAMELLIA CORAY  
EMAIL: CAMELLIA@COLDWELLBANKER.COM

AMY M. YARBROUGH AND RICHARD D. YARBROUGH

(VIA EMAIL)

FOR CLOSING QUESTIONS  
CONTACT: ALI REASONER  
2075 RESEARCH PARKWAY #75C  
COLORADO SPRINGS, CO 80920  
PHONE: (719) 265-1764  
FAX: (719) 550-2347  
COLORADOSPRINGS@GUARDIANCOLO.COM

\*\*\*\*\*

DATE:	November 15, 2017
OUR FILE NO.:	7417-52056
SELLER:	AMY M. YARBROUGH and RICHARD D. YARBROUGH
BUYER:	
PROPERTY:	0 ROCKBROOK ROAD

**NOTES:**



**Guardian Title Agency, LLC  
2075 Research Parkway #75C  
Colorado Springs, CO 80920**

# **INVOICE**

**Order Number 7417-52056  
Date: November 15, 2017**

**Bill To:  
COLDWELL BANKER - COLO SPRINGS  
CAMELLIA CORAY  
2075 RESEARCH PARKWAY #B  
COLORADO SPRINGS, CO 80920  
719 550-2500**

DESCRIPTION	Price
TBD Commitment	\$150.00
<b>(Please send copy of invoice with payment)</b>	<b>\$150.00</b>

Please remit payment by check made payable to **Guardian Title Agency, LLC.**

If you have any questions, call the Customer Service Department at (303) 778-5330.

**THANK YOU FOR YOUR BUSINESS!**

# ATTENTION

## For Your Protection...

Due to a substantial increase in email hacking and wire fraud impacting real estate closings, our policy regarding wiring of seller's proceeds, private party proceeds and agent commissions has been upgraded to better protect your funds from criminal attack!

We will no longer accept changes to your wire instructions once you have provided them to us.

**If we receive a requested change in your wire instructions, you will automatically receive a check for your proceeds.**

**This new policy applies to all requests for a change whether coming from you, from a third party or a possible cyber hacker.**

This procedure is to protect you and your proceeds from an increase in EMAIL HACKING and wire fraud in the Real Estate industry.

**To Learn More Visit:**

[www.consumer.ftc.gov/blog/scammers-phish-mortgage-closing-costs](http://www.consumer.ftc.gov/blog/scammers-phish-mortgage-closing-costs)



## **AFFILIATED BUSINESS ARRANGEMENT AND FDIC DISCLOSURE INSTRUCTIONS**

Property Address: 0 ROCKBROOK ROAD, PALMER LAKE, CO 80133

File number: 7417-52056

Dear Customer,

The Real Estate Settlement Procedures Act (RESPA) requires settlement providers to disclose Affiliate Business Arrangements. As part of the Realogy Corporation, Guardian Title Agency, LLC and Title Resource Guaranty Company (TRGC) are affiliate businesses.

In addition, attached is the Disclosure Regarding FDIC Coverage to identify the bank in which your funds may be deposited into during the course of the transaction.

Please execute the attached Disclosures and return them to us at your earliest convenience for our records.

Upon completion, please return to:  
Fax: (719) 550-2347

Email: [COLORADOSPRINGS@GUARDIANCOLO.COM](mailto:COLORADOSPRINGS@GUARDIANCOLO.COM)

or mail to:  
**Guardian Title Agency, LLC**  
**2075 Research Parkway #75C**  
**Colorado Springs, CO 80920**

Thank you in advance for your cooperation and we look forward to working with you throughout this transaction.

Sincerely,

Guardian Title Agency, LLC

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer

Property: **0 ROCKBROOK ROAD  
PALMER LAKE, CO 80133**

From: Guardian Title Agency, LLC

File Number: **7417-52056**

Thank you for contacting Guardian Title Agency, LLC (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company. The owner of Agent is also the owner of Title Resources Guaranty Company. Because of this relationship, this referral of business to the underwriter below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the underwriting services listed. You are NOT required to use the underwriter below in connection with the provision of title services. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Companies	Description of Charges	Estimate of range of charges generally made by provider
Title Resources Guaranty Company ("TRGC")	Title Insurance premium	For Policy Coverage of \$100,000 \$760-\$1014 For Policy Coverage of \$300,000 \$1124-\$1416 For Policy Coverage of \$500,000 \$1488-\$1777 For Policy Coverage of \$1,000,000 \$2373-\$2708 For Policy Coverage of \$1,500,000 \$3168-\$3584

## Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form, and understand that Agent is referring me/us to use the above-described underwriter and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
AMY M. YARBROUGH

\_\_\_\_\_  
RICHARD D. YARBROUGH

Date \_\_\_\_\_

Date \_\_\_\_\_

# GUARDIAN

T I T L E • A G E N C Y , L L C

Disclosure Regarding FDIC Coverage:

We deposit funds received on your behalf in state or federally-chartered banks that are insured by the Federal Deposit Insurance Corporation ("FDIC"). The account is currently held at **Comerica Bank**. FDIC deposit insurance coverage applies to a maximum amount of \$250,000 per depositor for deposits held in the same legal ownership category at each bank. For example, funds held on your behalf in an account maintained by us will be combined with any individual accounts held directly by you at the same bank. You are responsible for monitoring the total amount of deposits that are owned directly or indirectly by you in any one bank. If you have questions about FDIC deposit insurance, contact your financial or legal advisors or go to <http://www.fdic.gov/deposit/deposits/index.html>. We do not guarantee the solvency of any bank into which funds are deposited and we assume no liability for any loss you incur due to the failure, insolvency or suspension of operations of any bank or the \$250,000 FDIC deposit insurance limit.

I acknowledge the foregoing disclosure and agree to your depositing my funds as described above.

\_\_\_\_\_  
AMY M. YARBROUGH

\_\_\_\_\_  
RICHARD D. YARBROUGH

Date \_\_\_\_\_

Date \_\_\_\_\_

Referring to:

0 ROCKBROOK ROAD, PALMER LAKE, CO 80133  
7417-52056



	<b>WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>		
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.		
	<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	
	<b>Can you limit this sharing?</b>		
	<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
	<b>For our marketing purposes- to offer our products and services to you</b>	Yes	No
	<b>For joint marketing with other financial companies</b>	No	We don't share
	<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
	<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
	<b>For our affiliates to market to you</b>	No	We don't share
	<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call (888) 485-3791		

<b>Who we are</b>	
<b>Who is providing this notice?</b>	TITLE RESOURCES GUARANTY COMPANY
<b>What we do</b>	
<b>How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliated financial companies for joint marketing purposes.</li> </ul>



**COMMITMENT FOR TITLE INSURANCE**

ISSUED BY

**Guardian Title Agency, LLC**

agent for

***Title Resources Guaranty Company***

Title Resources Guaranty Company, a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

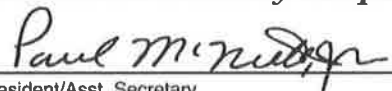
IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.




An Authorized Signature



*Title Resources Guaranty Company*

By:   
Vice President/Asst. Secretary

  
Secretary



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



PURPORTED ADDRESS: 0 ROCKBROOK ROAD, PALMER LAKE, CO 80133  
APN: 7109000053

SCHEDULE A

File No.: 7417-52056

1. Effective Date: OCTOBER 27, 2017 at 7:00 A.M.

2. Policy or Policies to be issued:	Amount	Premium
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(A) ALTA 2006 Owner's Policy-Proposed Insured:	\$N/A	\$N/A
N/A		

(B) ALTA 2006 Loan Policy-Proposed Insured:	\$N/A	\$N/A
N/A		

COMMITMENT FOR SUBDIVISION PURPOSES	\$150.00
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3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

AMY M. YARBROUGH AND RICHARD D. YARBROUGH

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT A

**EXHIBIT A**

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE NORTH 89°52'40" EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 9, 115.00 FEET TO THE NORTHWEST CORNER OF LOT 2 IN CLOVEN HOOF ESTATES, 2ND FILING ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK D-2 AT PAGE 43 UNDER RECEPTION NO. 240574; THENCE ANGLE RIGHT SOUTH 00°35'37" EAST ALONG THE WESTERLY LINE OF LOTS 2 AND 3 OF SAID SUBDIVISION, 369.01 FEET TO THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND CONVEYED TO OWEN C. HASSLER BY DEED RECORDED IN BOOK 2608 AT PAGE 954 UNDER RECEPTION NO. 02938; THENCE ANGLE RIGHT SOUTH 74°04'20" WEST, ALONG THE NORTHERLY LINE OF SAID HASSLER TRACT, 159.41 FEET; THENCE ANGLE RIGHT NORTH 16°15'37" WEST, 357.85 FEET; THENCE ANGLE RIGHT NORTH 62°43'23" EAST 25 FEET TO A POINT IN THE BOUNDARY LINE OF THE CUL-DE-SAC IN ROCKBROOK ROAD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK P-2 AT PAGE 23 UNDER RECEPTION NO. 774171, THENCE ANGLE RIGHT AND FOLLOW THE BOUNDARY LINE OF SAID CUL-DE-SAC 171.37 FEET TO INTERSECT THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE AFORESAID SECTION 9; THENCE ANGLE RIGHT NORTH 89°52'42" EAST ALONG SAID NORTH LINE 31.83 FEET TO THE POINT OF BEGINNING, SUBJECT, HOWEVER TO A NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS: A STRIP OF LAND 15 FEET IN WIDTH LYING EASTERLY AND ADJACENT TO A LINE BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED TRACT RUNNING NORTH 16°15'37" WEST 357.85 FEET; THENCE NORTH 62°43'23" EAST 25 FEET TO A POINT IN THE BOUNDARY LINE OF THE CUL-DE-SAC IN ROCKBROOK ROAD ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK P-2 AT PAGE 23 UNDER RECEPTION NO. 774171 AND THE POINT OF TERMINATION OF SAID LINE, COUNTY OF EL PASO, STATE OF COLORADO.

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following are the requirements to be complied with:

**NONE**

**NOTE: WE FIND NO OPEN DEEDS OF TRUST OF RECORD. PLEASE CONFIRM THIS WITH THE SELLER.**

**FOR INFORMATIONAL PURPOSES ONLY:**

**ACCORDING TO PUBLIC RECORDS, THE LAST DEED(S) OF RECORD WHICH PURPORT TO TRANSFER TITLE AND/OR ARE RECORDED WITHIN THE PAST 24 MONTHS ARE:**

**QUITCLAIM DEED RECORDED MAY 16, 2011 AT RECEPTION NO. 211047931**

SCHEDULE B – SECTION II

EXCEPTIONS

The policy or policies to be issued will contain exception to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights and claims of parties in possession not shown in the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts and boundary lines, shortage in area, encroachments, and any facts in which a correct survey and inspection of the premises would disclose and which are not shown by public records.
4. Any lien or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Note: If Guardian Title Agency, LLC conducts the closing, this item will be deleted from the final policy

6. Tax sales, taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
7. "(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B."
8. RIGHTS OF WAY AS CURRENTLY EXIST AND OR USED.

## DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Guardian Title Agency, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B-2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

**NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.**

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**WHAT DOES GUARDIAN TITLE AGENCY, LLC  
(A SUBSIDIARY OF TITLE RESOURCE GROUP)  
DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and credit card or other debt
- Checking account information and wire transfer instructions

**How?**

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GUARDIAN TITLE AGENCY, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TRG share?	Can you limit this sharing?
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<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes- to offer our products and services to you</b>	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes- information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes- information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?** Call (888) 485-3791



## Who we are

**Who is providing this notice?**

GUARDIAN TITLE AGENCY, LLC

## What we do

**How does GUARDIAN TITLE AGENCY, LLC protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does GUARDIAN TITLE AGENCY, LLC collect my personal information?**

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

**Why can't I limit all sharing?**

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliates so they can market to you.*

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- *GUARDIAN TITLE AGENCY, LLC does not share with nonaffiliated financial companies for joint marketing purposes.*

**QUIT CLAIM DEED**

THIS DEED, Made this 13th day of May, 2011 between

**Amy M. Yarbrough**

of the County of Colorado Springs and State of COLORADO, grantor(s), and

**Amy M. Yarbrough and Richard D. Yarbrough**

whose legal address is 0 Rockbrook Lane Monument, CO 80132

of the County of El Paso, State of COLORADO, grantee(s);

**WITNESS**, That the grantor(s), for and in consideration of the sum of Ten and No/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby confessed and acknowledged, has remised, released, sold and QUIT CLAIMED, and by these presents does remise, release, sell, and QUIT CLAIM unto the grantee(s), not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever all the right, title, interest, claim and demand which the said grantor(s) has in and to the following described lot(s) or parcel(s) of land, situate, lying and being in the County of Colorado Springs, and State of COLORADO described as follows:

A tract of land in the Southeast ¼ of Section 9, Township 11 South, Range 67 West of the 6<sup>th</sup> Principal Meridian described as follows:

Beginning at the Southwest corner of the Northeast ¼ of the Southeast ¼ of said Section 9; thence North 89°52'40" East along the South line of said Northeast ¼ of the Southeast ¼ of said Section 9, 115.00 feet to the Northwest corner of Lot 2 in Cloven Hoof Estates, 2<sup>nd</sup> Filing according to the Plat thereof recorded in Plat Book D-2 at Page 43; under Reception No. 240574; thence angle right South 00°35'37" East along the Westerly line of Lots 2 and 3 of said Subdivision, 369.01 feet to the most Northerly corner of that tract of land conveyed to Owen C. Hassler by Deed recorded in Book 2608 at Page 954 under Reception No. 02938; thence angle right South 74°04'20" West, along the Northerly line of said Hassler tract, 159.41 feet; thence angle right North 16°15'37" West, 357.85 feet; thence angle right North 62°43'23" East 25 feet to a point in the boundary line of the cul-de-sac in Rockbrook Road according to the Plat thereof recorded in Plat Book P-2 at Page 23 under Reception No. 774171; thence angle right and follow the boundary line of said cul-de-sac 171.37 feet to intersect the North line of the Southwest ¼ of the Southeast ¼ of the aforesaid Section 9; thence angle right North 89°52'42" East along said North line 31.83 feet to the Point of Beginning, subject, however to a non-exclusive right of way for ingress and egress described as follows: A strip of land 15 feet in width lying Easterly and adjacent to a line beginning at the Southwest corner of the above described tract running North 16°15'37" West 357.85 feet; thence North 62°43'23" East 25 feet to a point in the boundary line of the cul-de-sac in Rockbrook Road according to the Plat thereof recorded in Plat Book P-2 at Page 23 under Reception No. 774171 and the point of termination of said line, County of El Paso, State of Colorado

also known by street and number as 0 Rockbrook Lane Monument, CO 80132

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever, of the said grantor(s) either in law or equity, unto said grantee(s), the survivor of them, their assigns, and the heirs and assigns of such survivor forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor(s) has hereunto set his hand and seal the date set forth above.

Signed, Sealed and Delivered in the Presence of

*Amy M. Yarbrough*  
Amy M. Yarbrough

STATE OF COLORADO  
COUNTY OF El Paso

} SS:



My Commission Expires 05/12/2013

The foregoing instrument was acknowledged before me this 13th day of May, 2011  
by \_\_\_\_\_

*Christina M. Sabine*  
Notary Public

Witness my hand and official seal.

211047931