

# GUARDIAN TITLE AGENCY

## DELIVERY RECEIPT

\*\*\*\*\*

GREGORY S. WOLFF and TANYA R. WOLFF  
2170 DIAMOND CREEK DR  
COLORADO SPRINGS, CO 80921  
(VIA EMAIL)

### For Closing Questions

Contact:  
1155 Kelly Johnson Blvd, Suite 110  
Colorado Springs, CO 80920  
Phone: (719) 219-9650  
Fax: (303) 876-4480  
ColoradoSprings@Guardiancolo.com

\*\*\*\*\*

Date: July 22, 2019  
Our file no.: 3117919-04489  
Seller: GREGORY S. WOLFF and TANYA R. WOLFF  
Buyer:  
Property: 2030 North Gate Road

### **Notes:**

# 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: 2030 North Gate Road, Colorado Springs, CO 80921

File number: 3117919-04489

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 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: **(303) 876-4480**

Email:

or mail to:

**Guardian Title Agency  
1155 Kelly Johnson Blvd, Suite 110  
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

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer

Property: **2030 North Gate Road**  
**Colorado Springs, CO 80921**

From: Guardian Title Agency

File Number: **3117919-04489**

Thank you for contacting Guardian Title Agency (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 and Castle Edge Insurance Agency Inc., which provides homeowners insurance. The majority owner of Agent is also the one hundred percent owner of both Title Resources Guaranty Company and Castle Edge Insurance Agency Inc. Because of this relationship, this referral of business to the companies below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the below companies in connection with your transaction with Agent. THERE ARE FREQUENTLY OTHER COMPANIES 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
Castle Edge Insurance Agency, Inc.	Homeowners Insurance premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling

## 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 companies and may receive a financial or other benefit as the result of this referral.

\_\_\_\_\_  
GREGORY S. WOLFF

\_\_\_\_\_  
TANYA R. WOLFF

Date \_\_\_\_\_

Date \_\_\_\_\_



Disclosure Regarding FDIC Coverage:

Guardian Title Agency deposits 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.

\_\_\_\_\_  
GREGORY S. WOLFF

\_\_\_\_\_  
TANYA R. WOLFF

Date \_\_\_\_\_

Date \_\_\_\_\_

Referring to:

2030 North Gate Road, Colorado Springs, CO 80921  
3117919-04489



Rev. 10-23-2017

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY 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?	<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>	
How?	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.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
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	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

[www.TitleResources.com](http://www.TitleResources.com)

## Who we are

Who is providing this notice?

TITLE RESOURCES GUARANTY COMPANY

## What we do

How does TITLE RESOURCES GUARANTY COMPANY 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 TITLE RESOURCES GUARANTY COMPANY 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 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.

- **TITLE RESOURCES GUARANTY COMPANY** 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.

- **TITLE RESOURCES GUARANTY COMPANY** does not share with nonaffiliated financial companies for joint marketing purposes.



**Commitment For Title Insurance**  
Issued by  
**Title Resources Guaranty Company**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, TITLE RESOURCES GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

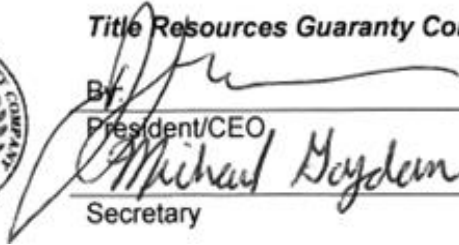
If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

  
An Authorized Signature



**Title Resources Guaranty Company**

By:   
President/CEO  
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

TRGC Form: Comm16 ALTA Commitment Form Adopted 08-01-2016 Technical Corrections 04-02-2018

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**Commitment For Title Insurance**  
Issued by  
**Title Resources Guaranty Company**

**Transaction Identification Data for reference only:**

Issuing Agent: **Guardian Title Agency**

Issuing Office: 1155 Kelly Johnson Blvd, Suite 110

Colorado Springs, CO 80920

ALTA® Registry ID: 1039445

Commitment Number: 3117919-04489

Revision Number:

Loan ID Number:

Issuing Agent File Number: 3117919-04489

Purported Property Address: 2030 North Gate Road, Colorado Springs, CO 80921

APN/Tax ID: 6204000016

**SCHEDULE A**

1. **Commitment Date:** JULY 9, 2019 at 7:00AM

2. **Policy to be issued:** **Proposed Policy Amount:** **Premium:**

(a) ALTA® Owner's Policy Standard Policy \$ TBD \$ TBD

Proposed Insured: A BUYER TO BE DETERMINED

(b) ALTA® Loan Policy Standard Policy \$ TBD \$ TBD

Proposed Insured: A LENDER TO BE DETERMINED

**Owner's Policy Endorsements**

**TBD CHARGE**

**\$150.00**

**Bundled Concurrent Loan Policy**

**NONE**

3. **The estate or interest in the Land described or referred to in this Commitment is:** Fee Simple

4. **Title is, at the Commitment Date, vested in:** GREGORY S. WOLFF AND TANYA R. WOLFF

The last deed(s) of record which purport to transfer title and/or are recorded within the past 24 months are:  
WARRANTY DEED REORDED JANUARY 3, 2018 AT RECEPTION NO. 218001165

5. **The Land is described as follows:**

**SEE ATTACHED EXHIBIT A**

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**EXHIBIT A:**

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4 IN TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH P.M.; WHOSE LOCATION AND BOUNDARIES ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH  $1^{\circ} 22\text{--}1/2'$  WEST ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION A DISTANCE OF 1365.48 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH  $89^{\circ} 39'$  EAST ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 990.0 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF SAID TRACT; THENCE CONTINUING NORTH  $85^{\circ} 39'$  EAST ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 330.07 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH  $1^{\circ} 13'$  EAST ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION A DISTANCE OF 1260.94 FEET, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH  $89^{\circ} 46'$  WEST ON THE NORTH LINE OF SAID COUNTY ROAD 15.43 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT WHOSE RADIUS IS 526.81 FEET AN ARC DISTANCE OF 239.67 FEET, SAID ARC BEING THE NORTHERLY LINE OF SAID COUNTY ROAD; THENCE CONTINUING ON SAID NORTH LINE OF SAID COUNTY ROAD, SOUTH  $63^{\circ} 41'$  WEST A DISTANCE OF 83.83 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN SOUTH  $1^{\circ} 22\text{--}1/2'$  EAST FROM THE POINT OF BEGINNING PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SAID SECTION; THENCE NORTH  $1^{\circ} 22\text{--}1/2'$  WEST ON SAID LINE A DISTANCE OF 1351.25 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PORTION THEREOF LYING WITHIN OLD NORTHGATE ROAD, COUNTY OF EL PASO, STATE OF COLORADO.

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## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- a. WARRANTY DEED SUFFICIENT TO CONVEY THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO HEREIN, TO THE PROPOSED INSURED.

NOTE: C.R.S. 38-35-109(2) REQUIRES THAT THE PURCHASER'S LEGAL ADDRESS BE INCLUDED ON THE FACE OF THE DEED TO BE RECORDED. SECTION 39-14-102(1) (A) REQUIRES ALL CONVEYANCE DOCUMENTS SUBJECT TO THE DOCUMENTARY FEE SUBMITTED TO THE CLERK AND RECORDER FOR RECORDING BE ACCOMPANIED BY A REAL PROPERTY TRANSFER DECLARATION SIGNED BY THE GRANTOR OR GRANTEE.

- b. DEED OF TRUST SUFFICIENT TO MORTGAGE THE FEE SIMPLE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO HEREIN, TO THE PROPOSED INSURED.

5. Payment of all taxes and assessments for 2018 and prior years
6. Written statement from the Homeowners Association, (if any), providing status of any assessments, fees, covenant violations and notices.
7. Receipt of an Affidavit and Indemnity Agreement executed by the following parties:  
GREGORY S. WOLFF AND TANYA R. WOLFF

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

**NOTE: THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AND REQUIREMENTS AS MAY APPEAR NECESSARY WHEN THE INSTRUMENTS CALLED FOR ABOVE HAVE BEEN RECORDED AND THE NAME OF THE GRANTEE HAS BEEN DISCLOSED.**

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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. 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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

6. "(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) 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) or (c) are shown by the Public Records or listed in Schedule B."
7. Any water rights, claims or title to water.
8. 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.
9. GRANT OF RIGHT OF WAY GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED NOVEMBER 21, 1972 AT [RECEPTION NO. 936276](#).
10. GRANT OF RIGHT OF WAY GRANTED TO MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC. RECORDED JUNE 27, 1973 AT [RECEPTION NO. 994609](#)
11. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, AND OBLIGATIONS SPECIFIED UNDER THE DECREE FROM THE DISTRICT COURT WATER DIVISION 2 RECORDED AUGUST 9, 2018 AT [RECEPTION NO. 218092601](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty 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.

TRGC Form: Comm16 ALTA Commitment Form Adopted 08-01-2016 Technical Corrections 04-02-2018

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## 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.

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

Colorado Division of Insurance Regulation 8-1-2 requires that "Every title entity shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for recording and filing of legal documents resulting from the transaction which was closed."

Colorado Division of Insurance Regulation 8-1-3, requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."

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.

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.

Pursuant to Colorado Division of Insurance Regulation 8-1-2, 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.

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.

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.

**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.

FACTS	WHAT DOES GUARDIAN TITLE AGENCY 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?	<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>	
How?	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 chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Guardian share?	Can you limit this sharing?
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	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

**Questions?** Go to [www.guardiantitleagency.com](http://www.guardiantitleagency.com)



## Who we are

**Who is providing this notice?** GUARDIAN TITLE AGENCY

## What we do

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

After Recording Return to:  
 Gregory S Wolff & Tanya R Wolff  
 2170 Diamond Creek Drive  
 Colorado Springs, CO 80921

Doc Fee: \$28.50

### WARRANTY DEED

This Deed, made December 29, 2017 Between Brigitte L Trabits and Sandra Ellen Parks of the County El Paso State of Colorado grantor(s) and Gregory S Wolff and Tanya R Wolff, as Joint Tenants whose legal address is 2170 Diamond Creek Drive, Colorado Springs, CO 80921 County of El Paso, and State of COLORADO, grantee. WITNESS, That the grantor, for and in the consideration of the sum of **TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND NO/100'S (\$285,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, State of COLORADO described as follows:

A tract of land in the Southwest quarter of the Northwest quarter of Section 4 in Township 12 South, Range 66 West of the 6<sup>th</sup> P.M.; whose location and boundaries are more particularly described as follows:

Commencing at the West quarter corner of said Section; thence North 1° 22-1/2' West on the West line of the Northwest quarter of said Section a distance of 1365.48 feet more or less to the Northwest corner of the Southwest quarter of the Northwest quarter of said Section; thence North 89° 39' East on the North line of the Southwest quarter of the Northwest quarter of said Section, a distance of 990.0 feet to a point, said point being the point of beginning of said tract; thence continuing North 85° 39' East on the North line of said Southwest quarter of the Northwest quarter a distance of 330.07 feet, more or less, to the Northeast corner of the Southwest quarter of the Northwest quarter of said Section; thence South 1° 13' East on the East line of the Southwest quarter of the Northwest quarter of said Section a distance of 1260.94 feet, more or less, to the North line of the County Road; thence South 89° 46' West on the North line of said County Road 15.43 feet to a point of curve; thence on a curve to the left whose radius is 526.81 feet an arc distance of 239.67 feet, said arc being the Northerly line of said County Road; thence continuing on said North line of said County Road, South 63° 41' West a distance of 83.83 feet to a point of intersection with a line drawn South 1° 22-1/2' East from the point of beginning parallel with the West line of said Southwest quarter of the Northwest quarter, said section; thence North 1° 22-1/2' West on said line a distance of 1351.25 feet to the point of beginning, Except any portion thereof lying within Old Northgate Road, County of El Paso, State of Colorado.

also known by street and number as **2030 Old North Gate Road, Colorado Springs, CO 80921**


TOGETHER with all and singular 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 grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has 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 and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated November 26, 2017, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. 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 has executed this on the date set forth above.

SELLERS:

  
 Brigitte L Trabits

  
 Sandra Ellen Parks

ESCROW NO. 455-H0521279-071-APL  
 WDrev

HTC®

After Recording Return to:  
 Gregory S Wolff & Tanya R Wolff  
 2170 Diamond Creek Drive  
 Colorado Springs, CO 80921

Doc Fee: \$28.50

### WARRANTY DEED

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A tract of land in the Southwest quarter of the Northwest quarter of Section 4 in Township 12 South, Range 66 West of the 6<sup>th</sup> P.M.; whose location and boundaries are more particularly described as follows:  
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also known by street and number as **2030 Old North Gate Road, Colorado Springs, CO 80921**

TOGETHER with all and singular 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 grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has 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 and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated November 26, 2017, between the parties.

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

SELLERS:

Brigitte L Trabits

Sandra Ellen Parks  
 Sandra Ellen Parks

BSCROW NO. 455-H0521279-071-APL  
 WDrev

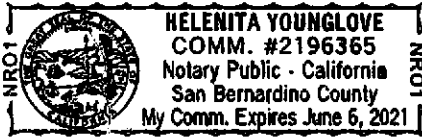
HTC®

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

} ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me December 21, 2017 by Bridgette L. Trabits.

Witness my hand and official seal.



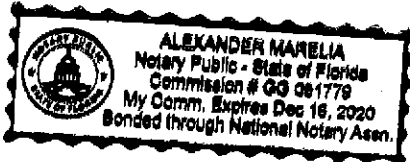
Helenita Younglove  
Notary Public  
My Commission expires: JUNE 6, 2021

STATE OF FLORIDA  
COUNTY OF FLORIDA

} ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me December 15, 2017 by Sandra Ellen Parks.

Witness my hand and official seal.



Alexander Marelia  
Notary Public  
My Commission expires: Dec 16, 2020

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me December \_\_\_\_\_, 2017 by **Bridgette L Trabits**.

Witness my hand and official seal.

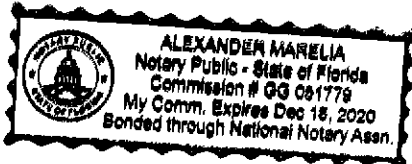
\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF PUTNAM

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me December 5, 2017 by **Sandra Ellen Parks**.

Witness my hand and official seal.



*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_  
**Alexander MarElia**