



DELIVERY RECEIPT

File Number: **3117926-00124**
Property address: **17675 Highway Unit 83, Colorado Springs, CO 80908**
Office Name: **Guardian Title Agency**
Seller(s): **THE HERBERTSON FAMILY LIVING TRUST, UA DATED APRIL 16, 2014**
Buyer(s)/Borrower(s): **ROBERT L. MYERS**
Underwriter: **Title Resources Guaranty Company**
Est. Closing Date: **April 30, 2026**

CLOSING OFFICE

Guardian Title Agency
1155 Kelly Johnson Blvd, Suite 110
Colorado Springs, CO 80920
(719) 219-9650

TeamAli@guardiancolo.com

BUYER:

ROBERT L. MYERS

SELLER:

THE HERBERTSON FAMILY LIVING TRUST,
UA DATED APRIL 16, 2014

SELLING AGENT:

THE MYERS COMPANY, LLC
944 Cheyenne Blvd
Colorado Springs, CO 80905
ATTN: ROB MYERS
EMAIL:

LISTING AGENT:

**NRT COLORADO, LLC, D/B/A, COLDWELL
BANKER REALTY**
075 Research Parkway Ste B
Colorado Springs, CO 80920
ATTN: JOHN NIX
EMAIL:

KELLER WILLIAMS CLIENTS CHOICE REALTY

1175 KELLY JOHNSON BOULEVARD
COLORADO SPRINGS, CO 80920
ATTN: ELLIOT BANNISTER
EMAIL: elliottfbannister@gmail.com

AVENUE TRANSACTIONS LLC

25 N Spruce Street, Suite 200
Colorado Springs, CO 80905
ATTN: Sarah Conneff
EMAIL: sarah@avetransactions.com

LENDER

...

,
Attn:

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



ALTA 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 EXTRACTIONAL 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 Amount of Insurance 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.

Authorized Issuing Agent
Guardian Title Agency

Noelle Lovato
An Authorized Signature



TITLE RESOURCES GUARANTY COMPANY

By:
J. Scott McCall, President/CEO

By:
Owen E. Girard, Secretary

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 is not liable for any other amendment to this Commitment.

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Guardian Title Agency**

Issuing Office: 1155 Kelly Johnson Blvd, Suite 110, Colorado Springs, CO 80920

Issuing Office's ALTA® Registry ID: 1039445

Loan ID Number:

Commitment Number: 3117926-00124

Issuing Office File Number: 3117926-00124

Property Address: 17675 Highway #83, Colorado Springs, CO 80908

Revision Number:

APN: 6100000369

SCHEDULE A

1. Commitment Date: January 13, 2026 at 7:00AM

2. Policy to be issued:	Proposed Policy Amount:	Premium:
(a) ALTA® Owner's Policy	\$2,900,000.00	\$5,394.00

Proposed Insured: ROBERT L. MYERS

(b) ALTA® Loan Policy	\$N/A	\$N/A
-----------------------	-------	-------

Proposed Insured: N/A

Owner's Policy Endorsements

Deletions of Standard Printed Exception 1-4 \$75.00

3. The estate or interest in the Land at the Commitment Date is:
FEE SIMPLE

4. The Title is, at the Commitment Date, vested :
ELMER J. HERBERTSON AND ANNA F. HERBERTSON, TRUSTEES OF THE HERBERTSON FAMILY
LIVING TRUST, UA DATED APRIL 16, 2014

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

WARRANTY DEED RECORDED JULY 28, 2014 AT RECEPTION NO. [214067157](#).

WARRANTY DEED RECORDED DECEMBER 27, 1994 AT RECEPTION NO. [94168948](#).

5. The Land is described as follows: See attached "EXHIBIT A".

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**Authorized Issuing Agent
Guardian Title Agency**

Noelle Lovato

Noelle Lovato
An Authorized Signature



TITLE RESOURCES GUARANTY COMPANY

By: _____

J. Scott McCall, President/CEO

By: _____

Owen E. Girard, Secretary

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



EXHIBIT "A"

A TRACT OF LAND BEING PORTIONS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ALL LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 83, SITUATE IN EL PASO COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 22; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF WALDEN III AS PLATTED AND RECORDED IN [PLAT BOOK H-2 AT PAGE 19](#) OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER; THENCE S 0 DEGREES 02 MINUTES 32 SECONDS W ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22 A DISTANCE OF 47.44 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 83; THE FOLLOWING FIFTEEN (15) COURSES ARE ON SAID EASTERLY RIGHT-OF-WAY LINE;

- 1) THENCE ON A CURVE TO THE RIGHT, NON-TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 2232.00 FEET THROUGH A CENTRAL ANGLE OF 9 DEGREES 15 MINUTES 44 SECONDS AN ARC DISTANCE OF 360.81 FEET, THE LONG CHORD OF WHICH BEARS N 23 DEGREES 25 MINUTES 04 SECONDS W 360.42 FEET;
- 2) THENCE N 10 DEGREES 02 MINUTES 21 SECONDS W A DISTANCE OF 781.50 FEET;
- 3) THENCE N 02 DEGREES 59 MINUTES 51 SECONDS W A DISTANCE OF 348.75 FEET;
- 4) THENCE N 04 DEGREES 01 MINUTES 09 SECONDS E A DISTANCE OF 212.83 FEET;
- 5) THENCE N 02 DEGREES 25 MINUTES 51 SECONDS W A DISTANCE OF 263.03 FEET;
- 6) THENCE N 25 DEGREES 01 MINUTES 51 SECONDS W A DISTANCE OF 200.33 FEET;
- 7) THENCE ON A CURVE TO THE LEFT, NON-TANGENT TO THE PREVIOUS COURSE, HAVING A RADIUS OF 1970.26 FEET THROUGH A CENTRAL ANGLE OF 11 DEGREES 23 MINUTES 37 SECONDS AN ARC DISTANCE OF 391.80 FEET, THE LONG CHORD OF WHICH BEARS N 22 DEGREES 20 MINUTES 51 SECONDS W 391.15 FEET;
- 8) THENCE N 32 DEGREES 51 MINUTES 51 SECONDS W A DISTANCE OF 203.23 FEET;
- 9) THENCE N 31 DEGREES 02 MINUTES 51 SECONDS W A DISTANCE OF 57.21 FEET;
- 10) THENCE N 30 DEGREES 08 MINUTES 21 SECONDS W A DISTANCE OF 364.83 FEET;
- 11) THENCE N 34 DEGREES 47 MINUTES 08 SECONDS W A DISTANCE OF 219.16 FEET;
- 12) THENCE N 24 DEGREES 50 MINUTES 08 SECONDS W A DISTANCE OF 71.96 FEET;
- 13) THENCE N 16 DEGREES 59 MINUTES 08 SECONDS W A DISTANCE OF 91.92 FEET;
- 14) THENCE N 11 DEGREES 14 MINUTES 08 SECONDS W A DISTANCE OF 691.72 FEET;
- 15) THENCE N 04 DEGREES 07 MINUTES 38 SECONDS W A DISTANCE OF 29.29 FEET TO THE SOUTHWEST CORNER OF LOT 18 OF SAID WALDEN III SUBDIVISION; THENCE S 88 DEGREES 47 MINUTES 14 SECONDS E ON THE SOUTH LINE OF LOTS 18, 19 AND 20 OF SAID SUBDIVISION A DISTANCE OF 1163.66 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 AS ESTABLISHED BY SAID SUBDIVISION PLAT; THENCE S 0 DEGREES 16 MINUTES 42 SECONDS E ON THE WESTERLY LINE OF LOTS 21, 22, 23 AND 24 OF SAID SUBDIVISION A DISTANCE OF 1321.21 FEET TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 15 AS ESTABLISHED BY SAID SUBDIVISION; THENCE S 0 DEGREES 02 MINUTES 01 SECONDS W ON THE WESTERLY LINE OF LOTS 24 AND 25 A DISTANCE OF 664.98 FEET TO A FOUND 1/2" REBAR; THENCE S 0 DEGREES 01 MINUTES 38 SECONDS W ON THE WESTERLY LINE OF LOT 26 OF SAID SUBDIVISION A DISTANCE OF 559.86 FEET TO A FOUND 1/2" REBAR; THENCE S 0 DEGREES 12 MINUTES 31 SECONDS E ON THE WESTERLY LINE OF LOT 27 OF SAID SUBDIVISION A DISTANCE OF 390.18 FEET TO A FOUND 1/2" REBAR; THENCE S 0 DEGREES 06 MINUTES 42 SECONDS W ON THE WESTERLY LINE OF LOT 37 AND THE RIGHT-OF-WAY OF NEEDLES DRIVE OF SAID SUBDIVISION A DISTANCE OF 906.31 TO A FOUND 1/2" REBAR; THENCE S 0 DEGREES 16 MINUTES 16 SECONDS E ON THE WESTERLY LINE OF LOT 38 OF SAID SUBDIVISION A DISTANCE OF 128.44 FEET TO THE POINT OF BEGINNING;

COUNTY OF EL PASO, STATE OF COLORADO

(THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE SOUTH LINE OF WALDEN III (S 88 DEGREES 48 MINUTES 11 SECONDS E) AS SHOWN ON THE RECORDED PLAT THEREOF; [PLAT BOOK H-2, PAGE 19.](#))

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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. GOOD AND SUFFICIENT DEED FROM THE HERBERTSON FAMILY LIVING TRUST, UA DATED APRIL 16, 2014 TO ROBERT L. MYERS, SUFFICIENT TO CONVEY THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO HEREIN.

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 all years prior to the current year.
Parcel ID: [6100000369](#)
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:
THE HERBERTSON FAMILY LIVING TRUST, UA DATED APRIL 16, 2014
ROBERT L. MYERS
8. In the event that the contemplated transaction is a transaction for which a Real Estate Report is required to be submitted to the US Department of Treasury Financial Crimes Enforcement Network ("FinCEN Report"), then the parties to transaction (Seller(s) and Buyer(s)) shall, no later than the closing, provide to the Company the information and documentation necessary to enable the Company to complete the FinCEN Report. Such information and documentation includes full legal name, date of birth, residential street address, and the IRS taxpayer identification number of the beneficial owners of the Buyer(s), as further defined and described in Section 1010.821 of Chapter 31 of the Code of Federal Regulations ("Code").

NOTE: The FinCEN Report requires that certain residential real estate transactions purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person, must be reported to the United States Treasury Department's Financial Crimes Enforcement Network. If the required information is not timely provided to the Company, the Company may elect to withdraw as the settlement company or otherwise be involved in the transaction.

9. PROVIDE A TRUE AND CORRECT COPY OF CERTIFICATION OF TRUST OR THOSE SECTIONS OF THE FULLY EXECUTED TRUST AGREEMENT WHICH CREATED THE HERBERTSON FAMILY LIVING TRUST, UA DATED APRIL 16, 2014 TRUST AND DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

10. DULY EXECUTED, ACKNOWLEDGED AND RECORDED STATEMENT OF AUTHORITY FOR THE HERBERTSON FAMILY LIVING TRUST, UA DATED APRIL 16, 2014, PURSUANT TO C.R.S. 38-30-172.

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

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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. AN OIL AND GAS LEASE RECORDED MAY 14, 1952 AT RECEPTION NO. [875890](#) AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT RECORDED MARCH 4, 1959 AT RECEPTION NO. [103828](#).
11. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT RECORDED MARCH 4, 1959 AT RECEPTION NO. [103826](#).
12. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE EASEMENT RECORDED JULY 30, 1964 AT RECEPTION NO. [359158](#).
13. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE PERMANENT EASEMENT RECORDED SEPTEMBER 21, 1964 AT RECEPTION NO. [368566](#).
14. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE RIGHT OF WAY AGREEMENT RECORDED FEBRUARY 5, 1970 AT RECEPTION NO. [712716](#).
15. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE CONSENT TO EASEMENT RECORDED OCTOBER 12, 1972 AT RECEPTION NO. [926270](#).

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



16. AN OIL AND GAS LEASE RECORDED SEPTEMBER 20, 1973 AT RECEPTION NO. [17094](#) AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
17. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF RIGHT OF WAY RECORDED AUGUST 8, 1978 AT RECEPTION NO. [460978](#).
18. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF EASEMENT RECORDED MARCH 17, 1995 AT RECEPTION NO. [95025785](#) AND MEMORANDUM TO ALL INTERESTED PARTIES RECORDED JANUARY 3, 2025 AT RECEPTION NO. [225000920](#).
19. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE GRANT OF EASEMENT RECORDED APRIL 21, 1995 AT RECEPTION NO. [95038223](#) AND MEMORANDUM TO ALL INTERESTED PARTIES RECORDED JANUARY 3, 2025 AT RECEPTION NO. [225000920](#).
20. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE WATER DECREE RECORDED MAY 6, 1996 AT RECEPTION NO. [96054382](#) AND REVISED DECREE RECORDED SEPTEMBER 14, 2022 AT RECEPTION NO. [222119703](#).
21. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE RESOLUTION NO. 06-418 RECORDED DECEMBER 27, 2006 AT RECEPTION NO. [206186294](#).
22. ANY TAX, LIEN, FEE, OR ASSESSMENT AS A RESULT OF INCLUSION OF THE SUBJECT PROPERTY WITHIN TRI-LAKES MONUMENT FIRE PROTECTION DISTRICT, AS DISCLOSED BY INSTRUMENT RECORDED JUNE 12, 2014 AT RECEPTION NO. [214050493](#).
23. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS, EASEMENTS, BURDENS AND OBLIGATIONS SPECIFIED UNDER THE RESOLUTION NO. 19-311 RECORDED AUGUST 14, 2019 AT RECEPTION NO. [219094588](#).

*This page is only a part of a 2021 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.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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.

**GUARDIAN TITLE AGENCY
PRIVACY POLICY**

Rev. 5/2/2024

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?		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 When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
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 Title Agency 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 https://www.anywhereis.re/privacypolicy		

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. • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Guardian Title Agency does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. • <i>Guardian Title Agency does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy



Rev. 2/14/2025

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?	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 When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
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?	Go to https://www.trguw.com/privacypolicy	

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 Anywhere Real Estate, Inc. (www.anywhere.re); Anywhere Integrated Services, LLC (www.anywhereis.re); HomeServices of America, Inc. (www.homeservices.com); Lennar Corporation (www.lennar.com); and OpenDoor Technologies Inc. (www.opendoor.com)*

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.***

Other Important Information

For European Union Customers Please see our Privacy Policy located at <https://www.trguw.com/privacypolicy>

For our California Customers Please see our notice about the California Consumer Protection Act located at <https://www.trguw.com/privacypolicy>

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer

Property: 17675 Highway Unit 83
Colorado Springs, CO 80908

From: Guardian Title Agency

File Number: 3117926-00124

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.



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.

Referring to:

17675 Highway Unit 83, Colorado Springs, CO 80908
3117926-00124