



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SPD29-8-10) (Mandatory 1-11)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**SELLER'S PROPERTY DISCLOSURE
(RESIDENTIAL)**

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. **Any changes will be disclosed by Seller to Buyer promptly after discovery.** Seller hereby receipts for a copy of this Disclosure. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or Unit itself, except as stated in Section L. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property or if an item is not to be included in the sale, mark the "N/A" column. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date: 11/7/2011

Property Address: 26 W RANCH TRAIL MORRISON CO 80465

Seller: DAVID L ANDERSON and LINDA L ANDERSON

I. IMPROVEMENTS						
A. STRUCTURAL CONDITIONS						
Do any of the following conditions now exist or have they ever existed:		Yes	No	Do Not Know	N/A	COMMENTS
1	Structural problems		<input checked="" type="checkbox"/>			
2	Moisture and/or water problems		<input checked="" type="checkbox"/>			
3	Damage due to termites, other insects, birds, animals or rodents		<input checked="" type="checkbox"/>			
4	Damage due to hail, wind, fire or flood		<input checked="" type="checkbox"/>			
5	Cracks, heaving or settling problems		<input checked="" type="checkbox"/>			
6	Exterior wall or window problems		<input checked="" type="checkbox"/>			
7	Exterior Artificial Stucco (EIFS)		<input checked="" type="checkbox"/>			
8	Any additions or alterations made		<input checked="" type="checkbox"/>			
9	Building code, city or county violations		<input checked="" type="checkbox"/>			
B. ROOF						
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	COMMENTS
1	Roof problems		<input checked="" type="checkbox"/>			
2	Roof material concrete tile Age 24 Roof material Age					
3	Roof leak: Past		<input checked="" type="checkbox"/>			
4	Roof leak: Present		<input checked="" type="checkbox"/>			
5	Damage to roof: Past		<input checked="" type="checkbox"/>			
6	Damage to roof: Present		<input checked="" type="checkbox"/>			
7	Roof under warranty until Transferable		<input checked="" type="checkbox"/>			
8	Roof work done while under current roof warranty		<input checked="" type="checkbox"/>			
9	Skylight problems		<input checked="" type="checkbox"/>			
10	Gutter or downspout problems		<input checked="" type="checkbox"/>			
C. APPLIANCES						
Are the following now in working condition:		IN WORKING CONDITION			N/A	COMMENTS
Yes	No	Do Not Know	Age If Known	N/A		
1	Built-in vacuum system & accessories				<input checked="" type="checkbox"/>	
2	Clothes dryer	<input checked="" type="checkbox"/>		2 yrs		
3	Clothes washer	<input checked="" type="checkbox"/>		2 yrs		
4	Dishwasher	<input checked="" type="checkbox"/>		24 yrs		

Buyer(s) Initials _____ Seller(s) Initials _____

5	Disposal	<input checked="" type="checkbox"/>			1 yr	
6	Freezer					<input checked="" type="checkbox"/>
7	Gas grill					<input checked="" type="checkbox"/>
8	Hood					<input checked="" type="checkbox"/>
9	Microwave oven	<input checked="" type="checkbox"/>			24 yrs	
10	Oven	<input checked="" type="checkbox"/>			24 yrs	
11	Range	<input checked="" type="checkbox"/>			24 yrs	
12	Refrigerator	<input checked="" type="checkbox"/>			2 yrs	
13	T.V. antenna <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>
14	Satellite system or DSS dish <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased	<input checked="" type="checkbox"/>			3nyrs	
15	Trash compactor	<input checked="" type="checkbox"/>			5 yrs	

		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age if Known	N/A	COMMENTS
Are the following now in working condition:							
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
2	Smoke/fire detectors: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input checked="" type="checkbox"/>			10 yrs		
3	Carbon Monoxide Alarm <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire					<input checked="" type="checkbox"/>	
4	Light fixtures	<input checked="" type="checkbox"/>			varies		
5	Switches & outlets	<input checked="" type="checkbox"/>			24 yrs		
6	Aluminum wiring (110)					<input checked="" type="checkbox"/>	
7	Electrical: Amps	<input checked="" type="checkbox"/>					
8	Telecommunications (T1, fiber, cable, satellite)	<input checked="" type="checkbox"/>			5 yrs		
9	Inside telephone wiring & blocks/jacks	<input checked="" type="checkbox"/>			24 yrs		
10	Ceiling fans	<input checked="" type="checkbox"/>			5 yrs		
11	Garage door opener	<input checked="" type="checkbox"/>			10 yrs		
12	Garage door control(s) # 2	<input checked="" type="checkbox"/>			10 yrs		
13	Intercom/doorbell					<input checked="" type="checkbox"/>	
14	In-wall speakers					<input checked="" type="checkbox"/>	
15	220 volt service	<input checked="" type="checkbox"/>			24 yrs		
16	Landscape lighting					<input checked="" type="checkbox"/>	

		IN WORKING CONDITION					
E.	MECHANICAL	Yes	No	Do Not Know	Age if Known	N/A	COMMENTS
Are the following now in working condition:							
1	Air conditioning:						
	Evaporative cooler					<input checked="" type="checkbox"/>	
	Window units					<input checked="" type="checkbox"/>	
	Central					<input checked="" type="checkbox"/>	
2	Attic/whole house fan					<input checked="" type="checkbox"/>	
3	Vent fans	<input checked="" type="checkbox"/>			24 yrs		
4	Humidifier					<input checked="" type="checkbox"/>	
5	Air purifier					<input checked="" type="checkbox"/>	
6	Sauna					<input checked="" type="checkbox"/>	
7	Hot tub or spa	<input checked="" type="checkbox"/>			24 yrs		
8	Steam room/shower					<input checked="" type="checkbox"/>	
9	Pool					<input checked="" type="checkbox"/>	
10	Heating system: Type hot water Fuel propane Type Fuel	<input checked="" type="checkbox"/>			24 yrs		maintained annually
11	Water heater: Number of 1 Fuel type propane Capacity 50 gal				2 yrs		
12	Fireplace: Type built in Fuel wood	<input checked="" type="checkbox"/>					electric fan - air circulation
13	Fireplace insert	<input checked="" type="checkbox"/>			24 yrs		
14	Stove: Type Fuel					<input checked="" type="checkbox"/>	
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: 2005 <input type="checkbox"/> Do not know	<input checked="" type="checkbox"/>			24 yrs		

Buyer(s) Initials _____

Seller(s) Initials _____

16	Fuel tanks: <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased	<input checked="" type="checkbox"/>		10 yrs	
17	Radiant heating system <input checked="" type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type	<input checked="" type="checkbox"/>		24 yrs	
18	Overhead door	<input checked="" type="checkbox"/>		24 yrs	
19	Entry gate system				<input checked="" type="checkbox"/>
20	Elevator				<input checked="" type="checkbox"/>

		IN WORKING CONDITION					
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
	Are the following now in working condition:						
1	Water filter system <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
2	Water softener <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
3	Sewage problems <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
4	Lift station (sewage ejector pump)					<input checked="" type="checkbox"/>	
5	Drainage, storm sewers, retention ponds					<input checked="" type="checkbox"/>	
6	Grey water storage/use					<input checked="" type="checkbox"/>	
7	Plumbing problems <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
8	Sump pump					<input checked="" type="checkbox"/>	
9	Underground sprinkler system					<input checked="" type="checkbox"/>	
10	Fire sprinkler system					<input checked="" type="checkbox"/>	
11	Polybutylene pipe <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
12	Galvanized pipe <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
13	Backflow prevention device <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage					<input checked="" type="checkbox"/>	
14	Irrigation pump					<input checked="" type="checkbox"/>	
15	Well pump					<input checked="" type="checkbox"/>	

		IN WORKING CONDITION					
G.	OTHER DISCLOSURES—IMPROVEMENTS	Yes	No	Do Not Know	N/A	COMMENTS	
1	Included fixtures and equipment now in working condition					<input checked="" type="checkbox"/>	
2						<input checked="" type="checkbox"/>	
3						<input checked="" type="checkbox"/>	
4						<input checked="" type="checkbox"/>	

II. GENERAL						
H.	USE, ZONING & LEGAL ISSUES	Yes	No	Do Not Know	N/A	COMMENTS
	Do any of the following conditions now exist:					
1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use		<input checked="" type="checkbox"/>			
2	Notice or threat of condemnation proceedings		<input checked="" type="checkbox"/>			
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		<input checked="" type="checkbox"/>			
4	Violation of restrictive covenants or owners' association rules or regulations		<input checked="" type="checkbox"/>			
5	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body		<input checked="" type="checkbox"/>			
6	Notice of zoning action related to the Property		<input checked="" type="checkbox"/>			
7	Other legal action		<input checked="" type="checkbox"/>			
I.	ACCESS, PARKING, DRAINAGE & SIGNAGE	Yes	No	Do Not Know	N/A	COMMENTS
	Do any of the following conditions now exist:					
1	Any access problems		<input checked="" type="checkbox"/>			
2	Roads, driveways, trails or paths through the Property used by others		<input checked="" type="checkbox"/>			

Buyer(s) Initials _____ Seller(s) Initials _____

3	Public highway or county road bordering the Property		<input checked="" type="checkbox"/>			
4	Any proposed or existing transportation project that affects or is expected to affect the Property		<input checked="" type="checkbox"/>			
5	Encroachments, boundary disputes or unrecorded easements		<input checked="" type="checkbox"/>			
6	Shared or common areas with adjoining properties	<input checked="" type="checkbox"/>				open space as part of West Ranch
7	Requirements for curb, gravel/paving, landscaping		<input checked="" type="checkbox"/>			
8	Flooding or drainage problems: Past		<input checked="" type="checkbox"/>			
9	Flooding or drainage problems: Present		<input checked="" type="checkbox"/>			

J. WATER & SEWER SUPPLY		Yes	No	Do Not Know	N/A	COMMENTS
Do any of the following conditions now exist:						
1	Water Rights Type		<input checked="" type="checkbox"/>			
2	Water tap fees paid in full	<input checked="" type="checkbox"/>				
3	Sewer tap fees paid in full				<input checked="" type="checkbox"/>	
4	Subject to augmentation plan		<input checked="" type="checkbox"/>			
5	Well required to be metered		<input checked="" type="checkbox"/>			
6	Type of water supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> is <input type="checkbox"/> is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No. The Water Provider for the Property can be contacted at: Name: <u>Ken-Caryl West Ranch Water Dist.</u> Address: <u>1 West Ranch Trail, Morrison, CO</u> Web Site: <u>pat_independent@earthlink.net</u> Phone No.: <u>303-697-8461</u> <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.					
7	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input checked="" type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input checked="" type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon					

K. ENVIRONMENTAL CONDITIONS		Yes	No	Do Not Know	N/A	COMMENTS
Do any of the following conditions now exist or have they ever existed:						
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products		<input checked="" type="checkbox"/>			
2	Underground storage tanks		<input checked="" type="checkbox"/>			
3	Aboveground storage tanks		<input checked="" type="checkbox"/>			
4	Underground transmission lines		<input checked="" type="checkbox"/>			
5	Pets kept on the Property		<input checked="" type="checkbox"/>			
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill		<input checked="" type="checkbox"/>			
7	Monitoring wells or test equipment		<input checked="" type="checkbox"/>			
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property		<input checked="" type="checkbox"/>			
9	Mine shafts, tunnels or abandoned wells on the Property		<input checked="" type="checkbox"/>			
10	Within governmentally designated geological hazard or sensitive area		<input checked="" type="checkbox"/>			
11	Within governmentally designated flood plain or wetland area		<input checked="" type="checkbox"/>			
12	Dead, diseased or infested trees or shrubs		<input checked="" type="checkbox"/>			
13	Environmental assessments, studies or reports done involving the physical condition of the Property		<input checked="" type="checkbox"/>			
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		<input checked="" type="checkbox"/>			
15	Interior of Improvements of Property tobacco smoke-free	<input checked="" type="checkbox"/>				
16	Other environmental problems		<input checked="" type="checkbox"/>			

L. COMMON INTEREST COMMUNITY ASSOCIATION PROPERTY		Yes	No	Do Not Know	N/A	COMMENTS
Do any of the following conditions now exist:						

Buyer(s) Initials _____ Seller(s) Initials _____

1	Property is part of an owners' association	<input checked="" type="checkbox"/>				
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		<input checked="" type="checkbox"/>			
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or Unit).		<input checked="" type="checkbox"/>			
M. OTHER DISCLOSURES — GENERAL						
	Do any of the following conditions now exist :	Yes	No	Do Not Know	N/A	COMMENTS
1	Any part of the Property leased to others (written or oral)		<input checked="" type="checkbox"/>			
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property		<input checked="" type="checkbox"/>			
3	Any property insurance claim submitted (whether paid or not)		<input checked="" type="checkbox"/>			
4	Structural, architectural and engineering plans and/or specifications for any existing improvements		<input checked="" type="checkbox"/>			
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards		<input checked="" type="checkbox"/>			
6	Government special improvements approved, but not yet installed, that may become a lien against the Property		<input checked="" type="checkbox"/>			

Seller and Buyer understand that the real estate brokers do not warrant or guarantee the above information on the Property. Property inspection services may be purchased and are advisable. This form is **not** intended as a substitute for an inspection of the Property.

ADVISORY TO SELLER:

Failure to disclose a known material defect may result in legal liability.

The information contained in this Disclosure has been furnished by Seller, who certifies to the truth thereof based on Seller's CURRENT ACTUAL KNOWLEDGE.

David L Anderson

Date: 11/9/2011

Seller: **DAVID L ANDERSON**

Linda L Anderson

Date: 11/9/2011

Seller: **LINDA L ANDERSON**

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects and vermin including termites;
- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.

Buyer(s) Initials _____

Seller(s) Initials _____

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.
4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.
5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.
6. Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working" is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.
7. Buyer hereby receipts for a copy of this Disclosure.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SPD29-8-10 SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

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Buyer(s) Initials _____ Seller(s) Initials _____



MOLD DISCLOSURE

There has been a great deal of publicity regarding the existence of toxic and non-toxic mold in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Not all molds are detectable by a visual inspection by a REALTOR or even a professional whole house inspector. It is also possible that the property could have a hidden mold problem that the seller is not aware of.

The only way to provide any reasonable assurance that the property does not have a mold or other health hazard problems is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for airborne spores and a carpet test but other procedures may be necessary. Any visible mold should be professionally evaluated.

Broker advises that every buyer should consider having a specific mold test performed by an environmental professional as either a separate test or an add-on to his or her whole house inspection. This is especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, standing water intrusion at the property since most molds thrive on moisture.

All inspections, including those to detect mold, should be completed within the inspection period established in the purchase contract. Any waiver or failure on the part of a buyer to complete and obtain all appropriate tests, including those for mold, is against the advice of Broker.

Broker has not and cannot verify whether or not there is any health hazard at the property.

26 W RANCH TRAIL MORRISON CO 80465

David L. Anderson

Date: 11/9/2011

Seller: **DAVID L ANDERSON**

Linda L. Anderson

Date: 11/9/2011

Seller: **LINDA L ANDERSON**

Buyer: _____ Date: _____

CB 18-6-2009 Mold Disclosure Revised 06-18-2009. Coldwell Banker Residential Brokerage

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NRT Colorado, LLC, d/b/a/Coldwell Banker Residential Brokerage
 Linda Pinkul
 Ph: (303) 674-6667 Fax: (303) 674-4479

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-8-10) (Mandatory 1-11)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: 11/7/2011

1. PARTIES, PROPERTY. *DAVID L ANDERSON and LINDA L ANDERSON*, Seller, and _____, Buyer, engage CHICAGO TITLE, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 26 W RANCH TRAIL MORRISON CO 80465, and more fully described in the Contract to Buy and Sell Real Estate, dated _____, including any counterproposals and amendments (Contract).

2. INFORMATION, PREPARATION. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare, deliver, and record those documents (excluding legal documents), and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

3. CLOSING FEE. Closing Company will receive a fee not to exceed \$ 300.00 for providing these closing and settlement services.

4. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in § 8, 9 and 10.

5. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disburser can assure that payoff of loans and other disbursements will actually be made.

6. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated:
 Cashier's Check, at Seller's expense Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense Closing Company's trust account check.

7. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

8. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

9. RETURN OF EARNEST MONEY. Except as otherwise provided in § 10, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,

Buyer(s) Initials _____ Seller(s) Initials _____

54 provided the Earnest Money check has cleared.

55

56 **10. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money
57 (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take
58 any action. Earnest Money Holder, at its option and sole subjective discretion, may (1) await
59 any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent
60 jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide
61 notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and
62 Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit)
63 within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money
64 Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder
65 does receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order,
66 Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

67 **11. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions
68 must be in writing and signed by Buyer, Seller and Closing Company.

69
70 **12. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company
71 shall submit any required Change in Ownership form or registration of existing well form to the Division
72 of Water Resources in the Department of Natural Resources (Division), with as much information as is
73 available, and the Division shall be responsible for obtaining the necessary well registration information
74 directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer
75 completes any required form.

76
77 **13. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue
78 may require Closing Company to withhold a substantial portion of the proceeds of this sale when
79 Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should
80 inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

81
82 **14. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
83 Colorado Real Estate Commission.)

84

85

86 **15. COUNTERPARTS.** This document may be executed by each party, separately, and when
87 each party has executed a copy, such copies taken together shall be deemed to be a full and
88 complete contract between the parties.

89

90 **16. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies
91 of all signed documents that such brokers are required to maintain pursuant to the rules of the
92 Colorado Real Estate Commission.

93 **17. NOTICE, DELIVERY AND CHOICE OF LAW.**

94 **17.1 Physical Delivery.** Except as provided in § 17.2, all notices must be in writing.
95 Any notice or document to Buyer shall be effective when physically received by Buyer, any individual
96 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
97 document to Seller shall be effective when physically received by Seller, any individual seller, any
98 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
99 Closing Company shall be effective when physically received by Closing Company, any individual of
100 Closing Company, or any representative of Closing Company.

101 **17.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
102 written notice may be delivered in electronic form by the following indicated methods only:
103 Facsimile E-mail Internet No Electronic Delivery.. Documents with original
104 signatures shall be provided upon request of any party.

105 **17.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
106 by and construed in accordance with the laws of the State of Colorado that would be applicable to
107 Colorado residents who sign a contract in this state for property located in Colorado.

108

109

110 Buyer: _____ Date: _____

111

Buyer(s) Initials _____ Seller(s) Initials _____

111 Address:
112 Address:
113 Phone No.:
114 Fax No.:
115 Electronic Address:
116
117 Buyer: _____ Date: _____

118
119 Address:
120 Address:
121 Phone No.:
122 Fax No.:
123 Electronic Address:
124

125 David J Anderson
Date: 11/9/2011

126 Seller: **DAVID L ANDERSON**
127 Address:
128 Address:
129 Phone No.:
130 Fax No.:
131 Electronic Address:
132

133 Linda Anderson
Date: 11/9/2011

134 Seller: **LINDA L ANDERSON**
135 Address:
136 Address:
137 Phone No.:
138 Fax No.:
139 Electronic Address:

140
141
142 **Closing Company: CHICAGO TITLE**
143
144 _____ Date: _____

145 By:
146 Authorized Signature Title: CHICAGO TITLE
147 Address: 32065 Castle Ct # 200
148 City: EVERGREEN, CO 80439
149 Phone No.: (303) 670-8523
150 Fax No.: (303) 670-8538
151 Electronic Address:

152
153 **(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)**

154
155 Linda Pinkul (Broker) Working with Seller Working with Buyer
156 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ 5.00
157 at the sole expense of Broker, the following legal documents:
158

Buyer(s) Initials _____ Seller(s) Initials _____

159 Deed Bill of Sale Colorado Real Estate Commission approved Promissory
160 Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees
161 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions
162 of the Contract.

163

164 The documents stated above shall be subject to Broker's review and approval and Broker
165 acknowledges that Broker is responsible for the accuracy of the above documents.

166

167 Brokerage Broker Firm's Name: *NRT Colorado, LLC, d/b/a/Coldwell Banker Residential*
Brokerage

168

169 _____ Date: _____

170 Broker: *Linda Pinkul*

171

172 Closing Company: *CHICAGO TITLE*

173

174 _____ Date: _____

175 By:

176 Authorized Signature Title: *CHICAGO TITLE*

177

178 **CL8-8-10. CLOSING INSTRUCTIONS**

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Buyer(s) Initials _____ Seller(s) Initials _____



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Consumer
 From: Coldwell Banker Residential Brokerage

Thank you for contacting us, your local Coldwell Banker Residential Brokerage office (hereinafter Broker), in connection with the purchase or sale of a home or other property. This is to give you notice that Broker has a business relationship with the companies listed in this Statement, in that each of the companies is wholly or partially owned either directly or indirectly by NRT LLC or by Realty Corporation. Realty Corporation indirectly wholly owns NRT LLC, a parent company of your local Broker and other brokerage offices throughout the nation. Realty Corporation also owns the franchisor of the BETTER HOMES & GARDENS®, COLDWELL BANKER®, COLDWELL BANKER COMMERCIAL®, CENTURY 21®, ERA® and SOTHEBY'S INTERNATIONAL REALTY® systems. Because of these relationships, the referral of business to these companies may provide us, our employees or other related parties noted herein a financial or other benefit.

In connection with providing real estate brokerage services, Broker may receive a commission or a cooperative brokerage referral fee for a referral to another real estate brokerage company (which is typical in the real estate brokerage industry); however, this will not affect the amount you pay to purchase or sell a property.

We have set forth below the services that these companies provide, along with an estimate of the range of charges generally made for these services. You are NOT required to use the listed companies as a condition of the purchase or sale of your property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS 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	SETTLEMENT SERVICES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER ¹
PHH HOME LOANS, LLC, dba COLDWELL BANKER HOME LOANS Provides a full range of residential first mortgage loan products and services.	Loan origination fee ² Loan discount fee/points ³ Application fee	0 - 2% of loan amount 0 - 5% of loan amount ² \$0 - \$350 ³
U.S. NATIONAL 1031 EXCHANGE Acts as a qualified intermediary for IRC 1031 Tax Deferred Exchanges	Qualified Intermediary fee	\$500.00 - \$3,000.00
GUARDIAN TITLE AGENCY, LLC Provides searches of public records that bring to your attention any known problems with the property's title before closing, and insures against loss due to certain title defects.	Title Insurance premium Up to \$100,000 \$105,000 - \$250,000 \$255,000 - \$500,000 Settlement/escrow fee Document preparation/processing fee	Rates calculated on a per \$5,000 of coverage basis \$650 - \$938 \$947 - \$1,216 \$1,225 - \$1,678
NRT Insurance Agency, Inc. Provides insurance agency services for homeowner's insurance	Homeowner's Insurance premium	\$2.50 - \$4 per thousand dollars of replacement cost of dwelling

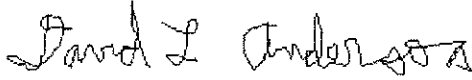
1. Actual charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits, other requested terms and services, unusual market conditions, government regulations, property location and features, and other similar factors. Rates may not be the lowest available and are subject to change. For a free, no obligation quote, please contact the company directly. Where required by state law, current rates for insurance are filed with the applicable state agency, and depending upon the circumstances, may vary from the rates shown above.
2. There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will receive a Good Faith Estimate within 3 days of submission of your loan application which will provide you with detailed information of the anticipated charges associated with your loan.
3. The loan discount fee / points are affected by the loan interest rate.

Although not affiliated business arrangements, please note the following: certain Brokers market the Coldwell

Banker Home Protection Plan, provided by American Home Shield Corporation, and U.S. Inspect, Inc., as well as other products and services. Broker, its employees or its affiliate(s) may receive a financial or other benefit in connection with the products or services described herein.

Acknowledgement of Receipt of Disclosure

I/We have received the Affiliated Business Arrangement Disclosure Statement from Broker and understand that Broker may refer me/us to the settlement service providers listed in this Statement. Broker, its employees or its affiliate(s) may receive a financial or other benefit as the result of that referral.



Date: 11/9/2011

Seller: **DAVID L ANDERSON**



Date: 11/9/2011

Seller: **LINDA L ANDERSON**

Buyer: _____ Date: _____

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Revised 03/24/2011

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

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NRT Colorado, LLC, d/b/a/Coldwell Banker Residential Brokerage
 Linda Pinkul
 Ph: (303) 674-6667 Fax: (303) 674-4479

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF 94-5-04)

SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller pursuant to the requirements of Colorado Real Estate Commission and applies to improved residential real estate.

Property Address: **26 W RANCH TRAIL MORRISON CO 80465**

1. Licensee Measurement

Listing Licensee Has **Has Not** measured the square footage of the residence according to the following standard, methodology or manner:

<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/> Exterior measurement		
<input type="checkbox"/> FHA		
<input type="checkbox"/> ANSI		
<input type="checkbox"/> Local standard		
<input type="checkbox"/> Other		

2. Other Source of Measurement :

Listing Licensee **is** **is Not** providing information on square footage of the residence from another source(s) as indicated below:


<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)		
<input type="checkbox"/> Building plans (Date of document)		
<input checked="" type="checkbox"/> Assessor's office (Date of document)	11/07/2011	3112
<input type="checkbox"/> Other		

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. **If exact square footage is a concern, the property should be independently measured.**

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

Listing Licensee:  Date: 11/9/2011
 Linda Pinkul

The undersigned acknowledge receipt of this disclosure.

 Date: 11/9/2011
 Seller: **DAVID L ANDERSON**

 Date: 11/9/2011
 Seller: **LINDA L ANDERSON**

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SF 94-5-04 SQUARE FOOTAGE DISCLOSURE CTM eContracts - ©2011 CTM Software Corp.



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SWA35-8-10) (Mandatory 1-11)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**SOURCE OF WATER ADDENDUM
 TO CONTRACT TO BUY AND SELL REAL ESTATE**

Date: 11/7/2011

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No. **26 W RANCH TRAIL MORRISON CO 80465**

2. SOURCE OF POTABLE WATER. Seller discloses the following information for the source of potable water for the Property:

[Select and complete 1, 2 or 3 as applicable.]

2.1 The Property's source of water is a Well. Well Permit #: _____
 If a well is the source of water for the Property, a copy of the current Well Permit Is Is Not attached.

2.2 The Water Provider for the Property can be contacted at:
 Name: KEN CARYL WEST RANCH WATER DISTRICT
 Address: 1 WEST RANCH TRAIL, MORRISON, CO
 Web Site: pat_independent@earthlink.net
 Phone No.: 303.697.8461

2.3 There is neither a Well nor a Water Provider for the Property. The source of water for the Property is [describe source]:

NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

David L Anderson

Date: 11/9/2011

Seller: **DAVID L ANDERSON**

Linda L Anderson

Date: 11/9/2011

Seller: **LINDA L ANDERSON**

Buyer: _____ Date: _____

Buyer: _____ Date: _____

