

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: 12-15-11

Property Address: 33031 Alpine Lane, Evergreen, CO 80439

Seller: Robert H. & Charlene R. Pasco

I. IMPROVEMENTS

I. IMPROVEMENTS						
A.	STRUCTURAL CONDITIONS	Yes	No	Do Not Know	N/A	Comments
	Do any of the following conditions now exist or have they ever existed:					
1	Structural problems		✓			
2	Moisture and/or water problems		✓			
3	Damage due to termites, other insects, birds, animals or rodents		✓			
4	Damage due to hail, wind, fire or flood	✓				new roof 8/2010
5	Cracks, heaving or settling problems	✓	✓			
6	Exterior wall or window problems	✓				repaired woodpecker damage
7	Exterior Artificial Stucco (EIFS)			✓		think it is hard coat
8	Any additions or alterations made		✓			
9	Building code, city or county violations		✓			
B.	ROOF	Yes	No	Do Not Know	N/A	Comments
	Do any of the following conditions now exist:					
1	Roof problems					
2	Roof material: _____ Age _____ Roof material: _____ Age _____					
3	Roof leak: Past		✓			
4	Roof leak: Present		✓			
5	Damage to roof: Past	✓	✓			HAIL
6	Damage to roof: Present		✓			

7	Roof under warranty until _____ Transferable _____						
8	Roof work done while under current roof warranty						✓
9	Skylight problems						✓
10	Gutter or downspout problems						✓
		IN WORKING CONDITION					
	APPLIANCES Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Built-in vacuum system & accessories	✓					
2	Clothes dryer	✓					
3	Clothes washer	✓					
4	Dishwasher	✓					
5	Disposal	✓					
6	Freezer	✓					
7	Gas grill	✓					
8	Hood	✓					
9	Microwave oven	✓					
10	Oven	✓					
11	Range	✓					
12	Refrigerator	✓					
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased						
15	Trash compactor						
		IN WORKING CONDITION					
	ELECTRICAL & TELECOMMUNICATIONS Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire						
3	Carbon Monoxide Alarm: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire	✓					
4	Light fixtures	✓					
5	Switches & outlets	✓					
6	Aluminum wiring (110)						
7	Electrical _____ Amps						
8	Telecommunications (T1, fiber, cable, satellite)	✓					1715H NETWORK
9	Inside telephone wiring & blocks/jacks	✓					
10	Ceiling fans	✓					
11	Garage door opener	✓					
12	Garage door control(s) # _____						
13	Intercom/doorbell						
14	In-wall speakers						
15	220 volt service	✓					
16	Landscape lighting						

		IN WORKING CONDITION					
E.	MECHANICAL Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Air conditioning:						
	Evaporative cooler						
	Window units						
	Central						
2	Attic/whole house fan						
3	Vent fans						
4	Humidifier						
5	Air purifier						
6	Sauna						
7	Hot tub or spa	✓					
8	Steam room/shower						
9	Pool						
10	Heating system: Type _____ Fuel _____ Type _____ Fuel _____						HOT WATER - NATURAL GAS
11	Water heater: Number of <u>1</u> Fuel type _____ Capacity _____		✓				
12	Fireplace: Type <u>GAS</u> Fuel _____		✓				
13	Fireplace insert						
14	Stove: Type _____ Fuel _____						
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: _____ <input type="checkbox"/> Do not know						
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type _____						
18	Overhead door						
19	Entry gate system						
20	Elevator						
		IN WORKING CONDITION					
F.	WATER, SEWER & OTHER UTILITIES Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
2	Water softener: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	✓					
3	Sewage problems: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
4	Lift station (sewage ejector pump)						
5	Drainage, storm sewers, retention ponds						
6	Grey water storage/use						
7	Plumbing problems: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
8	Sump pump						

9	Underground sprinkler system						
10	Fire sprinkler system						
11	Polybutylene pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						
12	Galvanized pipe: <input type="checkbox"/> Yes <input 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						
14	Irrigation pump						
15	Well pump						
		IN WORKING CONDITION					
G.	OTHER DISCLOSURES— IMPROVEMENTS	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Included fixtures and equipment now in working condition	✓					

II. GENERAL						
H.	USE, ZONING & LEGAL ISSUES Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use		✓			
2	Notice or threat of condemnation proceedings		✓			
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		✓			
4	Violation of restrictive covenants or owners' association rules or regulations		✓			
5	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body		✓			
6	Notice of zoning action related to the Property		✓			
7	Other legal action		✓			

I.	ACCESS, PARKING, DRAINAGE & SIGNAGE Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Any access problems		✓			
2	Roads, driveways, trails or paths through the Property used by others	✓				
3	Public highway or county road bordering the Property					
4	Any proposed or existing transportation project that affects or is expected to affect the Property		✓			
5	Encroachments, boundary disputes or unrecorded easements		✓			
6	Shared or common areas with adjoining properties					
7	Requirements for curb, gravel/paving, landscaping					
8	Flooding or drainage problems: Past		✓			
9	Flooding or drainage problems: Present		✓			

J.	WATER & SEWER SUPPLY Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments
1	Water Rights: Type _____					
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					
5	Well required to be metered					
6	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input checked="" 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: _____ Address: _____ Web Site: _____ Phone No.: _____ <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 _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon					

K.	ENVIRONMENTAL CONDITIONS Do any of the following conditions now exist or have they ever existed:	Yes	No	Do Not Know	N/A	Comments
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					
2	Underground storage tanks		✓			
3	Aboveground storage tanks		✓			
4	Underground transmission lines					
5	Pets kept on the Property		✓			
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill		✓			
7	Monitoring wells or test equipment		✓			
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property		✓			
9	Mine shafts, tunnels or abandoned wells on the Property		✓			
10	Within governmentally designated geological hazard or sensitive area		✓			
11	Within governmentally designated flood plain or wetland area		✓			
12	Dead, diseased or infested trees or shrubs		✓			
13	Environmental assessments, studies or reports done involving the physical condition of the Property		✓			
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		✓			

15	Interior of improvements of Property tobacco smoke-free	<input checked="" type="checkbox"/>			
16	Other environmental problems		<input checked="" type="checkbox"/>		

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

OTHER DISCLOSURES — GENERAL						
M.	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					
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**.

Charlynn P... 12-15-11
 Seller _____ Date _____
Robert H. P... 12-15-11
 Seller _____ Date _____

 Seller _____ Date _____

 Seller _____ Date _____

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.
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

_____	_____
Buyer	Date
_____	_____
Buyer	Date



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 Realogy Corporation. Realogy Corporation indirectly wholly owns NRT LLC, a parent company of your local Broker and other brokerage offices throughout the nation. Realogy 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
<p>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.</p> <p>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.</p> <p>3. The loan discount fee / points are affected by the loan interest rate.</p>		

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.

Robert H. Pasco Date: 12-15-11
Seller: Robert H Pasco

Charlene R Pasco Date: 12-15-11
Seller: Charlene R Pasco

Buyer: _____ Date: _____

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Revised 03/24/2011

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

CTM eContracts - ©2011 CTM Software Corp.



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: 12/15/11

1. PARTIES, PROPERTY. Robert H Pasco and Charlene R Pasco, Seller, and

engage Guardian Title Agency, 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. 33031 Alpine Lane Evergreen CO 80439 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 \$ 250.00 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 disbursing 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 [Handwritten 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 interpleaded 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 Buyer: _____ Date: _____

110

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 Robert H. Pasco Date: 12-15-11

126 Seller: **Robert H Pasco**
127 Address:
128 Address:
129 Phone No.:
130 Fax No.:
131 Electronic Address:

132
133 Charlene R Pasco Date: 12-15-11

134 Seller: **Charlene R Pasco**
135 Address:
136 Address:
137 Phone No.:
138 Fax No.:
139 Electronic Address:

140
141
142 **Closing Company:** Guardian Title Agency
143
144 _____ Date: _____

145 By:
146 Authorized Signature Title: _____
147 Address: 30810 Stagecoach Blvd
148 City: Evergreen, CO 80439
149 Phone No.: 303.670.4298
150 Fax No.: 303.8761454
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
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

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

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*

168 *Brokerage*

169 *Linda Pinkul* Date: *12/15/11*

170 Broker: *Linda Pinkul*

171

172 Closing Company: *Guardian Title Agency*

173

174 _____ Date: _____

175 By:

176 Authorized Signature Title: _____

177

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

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Buyer(s) Initials _____

Seller(s) Initials *LP RHP*



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.

33031 Alpine Lane Evergreen CO 80439

Date: 1/16/2012

Seller: *Robert H Pasco*

Date: 1/16/2012

Seller: *Charlene R Pasco*

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. (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: **33031 Alpine Lane Evergreen CO 80439**

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 type="checkbox"/> Assessor's office (Date of document)		
<input checked="" type="checkbox"/> Other Building Sketch	12/14/2011	3640

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.

Linda Pinkul Date: 1/11/12

Listing Licensee: **Linda Pinkul**

The undersigned acknowledge receipt of this disclosure.

Robert H Pasco

Date: 1/11/2012

Seller: **Robert H Pasco**

Charlene R Pasco

Date: 1/11/2012

Seller: **Charlene R Pasco**

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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