

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SPD29-10-11) (Mandatory 1-12)

**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: 10/14/2012

Property Address: 3345 S KENDALL ST. DENVER CO 80227

Seller: ERNEST W. WOLF and PRISCILLA W. WOLF

I. IMPROVEMENTS										
<b>A. STRUCTURAL CONDITIONS</b>	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"/>							New roof, skylights, gutters 9/2004	
5	Cracks, heaving or settling problems	<input checked="" type="checkbox"/>							Cement cracks in basement & garage, minor	
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>B. ROOF</b>										
Do any of the following conditions now exist:										
1	Roof problems		<input checked="" type="checkbox"/>							
2	Roof material: Composition Age 2004 Roof material: Age								30 year dimensional comp shingles	
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"/>							Hail 2004, roof replaced	
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"/>						New 2004 from hail damage	
10	Gutter or downspout problems		<input checked="" type="checkbox"/>						New gutters & downspouts 2004	
<b>C. APPLIANCES</b>										
Are the following now in working condition:										
1	Built-in vacuum system & accessories								<input checked="" type="checkbox"/>	
2	Clothes dryer								<input checked="" type="checkbox"/>	
3	Clothes washer								<input checked="" type="checkbox"/>	
4	Dishwasher	<input checked="" type="checkbox"/>								

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

5	Disposal	<input checked="" type="checkbox"/>					
6	Freezer					<input checked="" type="checkbox"/>	
7	Gas grill					<input checked="" type="checkbox"/>	
8	Hood					<input checked="" type="checkbox"/>	Within microwave only
9	Microwave oven	<input checked="" type="checkbox"/>					
10	Oven	<input checked="" type="checkbox"/>					
11	Range	<input checked="" type="checkbox"/>					
12	Refrigerator	<input checked="" type="checkbox"/>					
13	T.V. antenna: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased				<input checked="" type="checkbox"/>		
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
15	Trash compactor					<input checked="" type="checkbox"/>	

		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"/>					Battery & hardwired
3	Carbon Monoxide Alarm: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input checked="" type="checkbox"/>					Battery & Hardwired
4	Light fixtures	<input checked="" type="checkbox"/>					
5	Switches & outlets	<input checked="" type="checkbox"/>					
6	Aluminum wiring (110)					<input checked="" type="checkbox"/>	
7	Electrical: Phase Voltage Amps			<input checked="" type="checkbox"/>			
8	Telecommunications (T1, fiber, cable, satellite)	<input checked="" type="checkbox"/>					Cable TV
9	Inside telephone wiring & blocks/jacks	<input checked="" type="checkbox"/>					
10	Ceiling fans	<input checked="" type="checkbox"/>					3 total
11	Garage door opener	<input checked="" type="checkbox"/>					
12	Garage door control(s) # 2	<input checked="" type="checkbox"/>					
13	Intercom/doorbell	<input checked="" type="checkbox"/>					
14	In-wall speakers					<input checked="" type="checkbox"/>	
15	220 volt service	<input checked="" type="checkbox"/>					
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/who's house fan	<input checked="" type="checkbox"/>					
3	Vent fans	<input checked="" type="checkbox"/>					3 bathrooms
4	Humidifier	<input checked="" type="checkbox"/>			12		age: 12 years
5	Air purifier					<input checked="" type="checkbox"/>	
6	Sauna					<input checked="" type="checkbox"/>	
7	Hot tub or spa					<input checked="" type="checkbox"/>	
8	Steam room/shower					<input checked="" type="checkbox"/>	
9	Pool					<input checked="" type="checkbox"/>	
10	Heating system: Type CFA Fuel GAS Type Fuel	<input checked="" type="checkbox"/>			13		age: 13 years; Lennox Elite 1/1999
11	Water heater: Number of 1 Fuel type GAS Capacity 50 GAL	<input checked="" type="checkbox"/>			14		
12	Fireplace: Type Gas Log Fuel gas	<input checked="" type="checkbox"/>					
13	Fireplace insert					<input checked="" type="checkbox"/>	
14	Stove: Type Fuel					<input checked="" type="checkbox"/>	

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input checked="" type="checkbox"/> Do not know						
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						<input checked="" type="checkbox"/>
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type						<input checked="" type="checkbox"/>
18	Overhead door		<input checked="" type="checkbox"/>				Garage door
19	Entry gate system						<input checked="" type="checkbox"/>
20	Elevator/escalators						<input checked="" type="checkbox"/>

		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							<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"/> Sump Pit only
9	Underground sprinkler system		<input checked="" type="checkbox"/>					Front and rear
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 type="checkbox"/> No <input checked="" 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	Age if Known	N/A	Comments	
1	Included fixtures and equipment now in working condition							
2	Renewal by Anderson Windows		<input checked="" type="checkbox"/>		1+			\$9K new installed 3/2011
3								
4								

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			<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	Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments		

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

1	Any access problems		<input checked="" type="checkbox"/>			
2	Roads, driveways, trails or paths through the Property used by others		<input checked="" type="checkbox"/>			
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"/>			
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: _____ 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]: Denver Water, see addendum <b>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.</b>					
7	Type of sanitary sewer service: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input 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		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	Animals kept in the residence		<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 on 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"/>				Smoke free home since construction
16	Other environmental problems		<input checked="" type="checkbox"/>			

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

<b>L. COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY</b>					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1				<input checked="" type="checkbox"/>	Voluntary HOA \$10/year
2		<input checked="" type="checkbox"/>			
3		<input checked="" type="checkbox"/>			
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).					
<b>M. OTHER DISCLOSURES — GENERAL</b>					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1		<input checked="" type="checkbox"/>			
2		<input checked="" type="checkbox"/>			Roof replacement quote available
3		<input checked="" type="checkbox"/>			Hall damage 2002 and 2004
4		<input checked="" type="checkbox"/>			Original construction blueprints available, n/a for any improvements
5		<input checked="" type="checkbox"/>			
6		<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.

*ERNEST W. WOLF*

Date: 10/15/2012

Seller: ERNEST W. WOLF

*PRISCILLA W. WOLF*

Date: 10/15/2012

Seller: PRISCILLA W. WOLF

**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

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

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: \_\_\_\_\_

---

**SPD29-10-11. SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)**

CTM eContracts - ©2012 CTM Software Corp.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

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: **3345 S KENDALL ST. DENVER CO 80227**

**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	n/a	n/a
<input type="checkbox"/> FHA	n/a	n/a
<input type="checkbox"/> ANSI	n/a	n/a
<input type="checkbox"/> Local standard n/a	n/a	n/a
<input type="checkbox"/> Other n/a	n/a	n/a

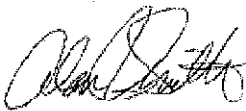
**2. Other Source of Measurement :**

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)	n/a	n/a
<input type="checkbox"/> Building plans (Date of document)	n/a	n/a
<input checked="" type="checkbox"/> Assessor's office (Date of document)	10/14/2012	2485
<input type="checkbox"/> Other n/a	n/a	n/a

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: 10/14/2012  
**Tami Shipman Buyer Partner for Alan J. Smith**

The undersigned acknowledge receipt of this disclosure.

**ERNEST W. WOLF** Date: 10/15/2012  
 Seller: **ERNEST W. WOLF**

**PRISCILLA W. WOLF** Date: 10/15/2012  
 Seller: **PRISCILLA W. WOLF**

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

**SF 94-5-04 SQUARE FOOTAGE DISCLOSURE** CTM eContracts - ©2012 CTM Software Corp.

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

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

5  
6 SOURCE OF WATER ADDENDUM  
7 TO CONTRACT TO BUY AND SELL REAL ESTATE

8 Date: 10/14/2012

9  
10 1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Source of Water  
11 Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller  
12 and Buyer dated \_\_\_\_\_ (Contract), for the purchase and sale of the Property known as No.  
13 **3345 S KENDALL ST. DENVER CO 80227**

14  
15 2. SOURCE OF POTABLE WATER. Seller discloses the following information for the source of  
16 potable water for the Property:

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

18  2.1 The Property's source of water is a Well. Well Permit #: \_\_\_\_\_  
19 If a well is the source of water for the Property, a copy of the current Well Permit  
20  is  is Not attached.

21  
22  
23  2.2 The Water Provider for the Property can be contacted at:  
24 Name: Denver Water  
25 Address: 1600 W. 12th Ave., Denver CO 80204  
26 Web Site: www.denverwater.org  
27 Phone No.: 303 893 2444

28  
29  
30  2.3 There is neither a Well nor a Water Provider for the Property. The source of water  
31 for the Property is [describe source]:  
32

33 NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES ON  
34 NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR  
35 INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF  
36 THE PROVIDER'S WATER SUPPLIES.  
37

38 ERNEST W. WOLF  
39 Seller: ERNEST W. WOLF Date: 10/15/2012

40  
41 PRISCILLA W. WOLF  
42 Seller: PRISCILLA W. WOLF Date: 10/15/2012

43  
44 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

45  
46  
47 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

48

**SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL**





1 **RE/MAX Professionals** **RE/MAX Professionals**  
8500 W Bowles Ave #100 Littleton, CO 80123  
2 **COLORADO'S MOST PRESTIGIOUS REAL ESTATE COMPANY** Tami Shipman Buyer Partner for Alan J. Smith  
3 Ph: 720-838-4739 Fax: 303-932-8234

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

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

8 **CLOSING INSTRUCTIONS**

9 Date: 10/14/2012

10 **1. PARTIES, PROPERTY.** **ERNEST W. WOLF and PRISCILLA W. WOLF**, Seller, and  
11 \_\_\_\_\_, Buyer,  
12 engage **First American Title Insurance Company**, Closing Company, who agrees to provide  
13 closing and settlement services in connection with the Closing of the transaction for the sale and  
14 purchase of the Property  
15 known as No. **3345 S KENDALL ST. DENVER CO 80227**,  
16 and more fully described in the Contract to Buy and Sell Real Estate, dated n/a, including  
17 any counterproposals and amendments (Contract).

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

22 **3. CLOSING FEE.** Closing Company will receive a fee not to exceed \$ 230.00  
23 for providing these closing and settlement services.

24 **4. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents  
25 or things of value prior to receipt and disbursement of Good Funds, except as provided in §§  
26 8, 9 and 10.

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

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

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

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

43 **9. RETURN OF EARNEST MONEY.** Except as otherwise provided in § 10, Earnest Money Dispute, if  
44 the Earnest Money has not already been returned following receipt of a Notice to Terminate or other  
45 written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by  
46 the written mutual instructions. Such release of Earnest Money shall be made within five days of  
47 Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,  
48

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 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 n/a

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  
Closing Company, or any representative of Closing Company.

100 **17.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and  
101 written notice may be delivered in electronic form by the following indicated methods only:

102  Facsimile  E-mail  Internet  No Electronic Delivery.. Documents with original  
103 signatures shall be provided upon request of any party.

104 **17.3 . Choice of Law.** This contract and all disputes arising hereunder shall be governed  
105 by and construed in accordance with the laws of the State of Colorado that would be applicable to  
106 Colorado residents who sign a contract in this state for property located in Colorado.

107

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 ERNEST W. WOLF Date: 10/19/2012

126 Seller: **ERNEST W. WOLF**  
127 Address:  
128 Address:  
129 Phone No.:  
130 Fax No.:  
131 Electronic Address:  
132

133 PRISCILLA W. WOLF Date: 10/18/2012

134 Seller: **PRISCILLA W. WOLF**  
135 Address:  
136 Address:  
137 Phone No.:  
138 Fax No.:  
139 Electronic Address:  
140  
141

142 **Closing Company:** First American Title Insurance Company

143  
144 \_\_\_\_\_ Date: \_\_\_\_\_

145 By: **Luann Kirsch**  
146 Authorized Signature Title: \_\_\_\_\_  
147 Address: 55 Madison Street, Suite 155  
148 City: Denver, CO 80209  
149 Phone No.: 303-209-2428  
150 Fax No.: 866-523-8043  
151 Electronic Address: lkirsch@firstam.com  
152

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

154  
155 Tami Shipman Buyer Partner for Alan J.  
Smith (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:

Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

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  
165 acknowledges that Broker is responsible for the accuracy of the above documents.


166

167 Brokerage Broker Firm's Name: **RE/MAX Professionals**  
168 **Buyer Partner for Alan J. Smith**

169

170

171

Broker:  Date: 10/14/2012  
**Tami Shipman Buyer Partner for Alan J. Smith**

172

173 Closing Company: **First American Title Insurance Company**

174

175 \_\_\_\_\_ Date: \_\_\_\_\_

176 By: **Luann Kirsch**

177 Authorized Signature Title: \_\_\_\_\_

178

---

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

CTM eContracts - ©2012 CTM Software Corp.

Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_