

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: **4/22/2013**

Property Address: **857 SUMMER DR HIGHLANDS RANCH CO 80126**

Seller: **TERRY FOISTER and DIANA FOISTER**

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"/>							Previous owner had water pipes break, but problem was resolved before we bought.	
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"/>						
IN WORKING CONDITION										
C. 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								<input checked="" type="checkbox"/>	
2	Clothes dryer	<input checked="" type="checkbox"/>					5 yrs			
3	Clothes washer	<input checked="" type="checkbox"/>					5 yrs			

Buyer(s) Initials _____

Seller(s) Initials _____

4	Dishwasher	<input checked="" type="checkbox"/>			5 yrs		
5	Disposal	<input checked="" type="checkbox"/>			5 yrs		
6	Freezer	<input checked="" type="checkbox"/>			5 yrs		in refridgerator
7	Gas grill					<input checked="" type="checkbox"/>	
8	Hood	<input checked="" type="checkbox"/>			5 yrs		
9	Microwave oven	<input checked="" type="checkbox"/>			5 yrs		
10	Oven	<input checked="" type="checkbox"/>			5 yrs		
11	Range	<input checked="" type="checkbox"/>			5 yrs		
12	Refrigerator	<input checked="" type="checkbox"/>			5 yrs		has ice maker hook up, but have never turned ice maker water supply on.
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 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"/>			5 yrs			
3	Carbon Monoxide Alarm: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input checked="" type="checkbox"/>					will install before selling	
4	Light fixtures	<input checked="" type="checkbox"/>			5 yrs			
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"/>				
9	Inside telephone wiring & blocks/jacks			<input checked="" type="checkbox"/>				
10	Ceiling fans					<input checked="" type="checkbox"/>		
11	Garage door opener					<input checked="" type="checkbox"/>		
12	Garage door control(s) #					<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							
	Window units							
	Central	<input checked="" type="checkbox"/>						
2	Attic/whole house fan			<input checked="" type="checkbox"/>				
3	Vent fans			<input checked="" type="checkbox"/>				
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"/>		
8	Steam room/shower					<input checked="" type="checkbox"/>		
9	Pool					<input checked="" type="checkbox"/>		
10	Heating system:							
	Type Electric Fuel	<input checked="" type="checkbox"/>						
	Type Fuel							
11	Water heater: Number of 1	<input checked="" type="checkbox"/>						
	Fuel type Gas Capacity 40 gal							
12	Fireplace: Type wood burning Fuel	<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	<input checked="" type="checkbox"/>					
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"/>
19	Entry gate system						<input checked="" type="checkbox"/>
20	Elevator/escalators						<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 type="checkbox"/> No <input checked="" 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							
3							
4							

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:						

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"/>			common sidewalks, parking
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"/>			Only to the association
8	Flooding or drainage problems: Past		<input checked="" type="checkbox"/>		
9	Flooding or drainage problems: Present		<input checked="" type="checkbox"/>		

J. WATER & SEWER SUPPLY						
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
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					
5	Well required to be metered					
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: _____ HOA _____ 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 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						
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		<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"/>				
16	Other environmental problems			<input checked="" type="checkbox"/>		

Buyer(s) Initials _____

Seller(s) Initials _____

L. COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY					
Do any of the following conditions now exist:					
	Yes	No	Do Not Know	N/A	Comments
1	<input checked="" type="checkbox"/>				Sugarmill Association
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).					
M. OTHER DISCLOSURES — GENERAL					
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"/>			
3		<input checked="" type="checkbox"/>			
4		<input checked="" type="checkbox"/>			
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.

TERRY FOISTER

Date: 4/22/2013

Seller: TERRY FOISTER

DIANA FOISTER

Date: 4/22/2013

Seller: DIANA FOISTER

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

Buyer(s) Initials _____

Seller(s) Initials _____

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: _____

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

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Buyer(s) Initials _____

Seller(s) Initials _____

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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: **857 SUMMER DR HIGHLANDS RANCH CO 80126**

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)	04/22/2013	496
<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: 4/22/2013
 Alan J. Smith

The undersigned acknowledge receipt of this disclosure.

TERRY FOISTER Date: 4/22/2013
 Seller: **TERRY FOISTER**

DIANA FOISTER Date: 4/22/2013
 Seller: **DIANA FOISTER**

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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2
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: 4/22/2013

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 **857 SUMMER DR HIGHLANDS RANCH CO 80126**

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

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

19
20 **2.1** The Property's source of water is a Well. Well Permit #: _____
21 If a well is the source of water for the Property, a copy of the current Well Permit
22 **Is** **Is Not** attached.

23
24 **2.2** The Water Provider for the Property can be contacted at:
25 **Highlands Ranch Metropolitan**
26 Name: **District**
27 Address: **62 W. Plaza Drive Highlands Ranch,**
28 **CO 80129**
29 Web Site: **highlandsranch.org**
30 Phone No.: **(303) 791-0430**

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

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

38 TERRY FOISTER
39 Seller: **TERRY FOISTER** Date: 4/22/2013

40
41 DIANA FOISTER
42 Seller: **DIANA FOISTER** Date: 4/22/2013

43
44 Buyer: _____ Date: _____

45
46
47 Buyer: _____ Date: _____

4 The printed portions of this form, except differentiated additions, have been approved by the Colorado
5 Real Estate Commission (CL8-9-12) (Mandatory 1-13)

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: 4/22/2013

10 **1. PARTIES, PROPERTY. TERRY FOISTER and DIANA FOISTER, Seller, and**
11 _____, Buyer,
12 engage **Colorado Professionals Title**, 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. **857 SUMMER DR HIGHLANDS RANCH CO 80126**,
16 and more fully described in the Contract to Buy and Sell Real Estate, dated n/a, including
17 any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein
18 by reference. In the event of any conflict between this Agreement and the Contract, this Agreement
19 shall control, subject to subsequent amendments to the Contract or this Agreement.

20 **2. TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company **Agrees** **Does Not**
21 agree that: upon completion of a satisfactory title search and examination, it will furnish a Title
22 Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have
23 been fulfilled. Closing Company **Agrees** **Does Not** agree to furnish copies of Exceptions.

24 **3. INFORMATION, PREPARATION, CLOSING, RECORDING.** Closing Company is authorized to
25 obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal
26 documents), deliver and record all documents required or customarily recorded, and disburse all funds
27 pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.
28

29 **4. CLOSING FEE.** Closing Company will receive a fee of \$ 230 for providing closing and
30 settlement services (Closing Fee).
31

32 **5. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents
33 or things of value prior to receipt and disbursement of Good Funds, except as provided in § 9,10 and
34 11.

35 **6. DISBURSER.** Closing Company shall disburse all funds, including real estate commissions,
36 except those funds as may be separately disclosed in writing to Buyer and Seller by Closing
37 Company or Buyer's lender on or before Closing. All parties agree that no one other than the
38 disburser can assure that payoff of loans and other disbursements will actually be made.
39

40 **7. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated:
41 **Cashier's Check**, at Seller's expense **Funds Electronically Transferred** (wire transfer)
42 to an account specified by Seller, at Seller's expense **Closing Company's trust account check.**
43

44 **8. CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and
45 detailed closing statement to Buyer and Seller at time of Closing.
46

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

Buyer(s) Initials _____

Seller(s) Initials _____

53 to Buyer's lender.

54

55 **10. RETURN OF EARNEST MONEY.** Except as otherwise provided in § 11, Earnest Money Dispute, if
56 the Earnest Money has not already been returned following receipt of a Notice to Terminate or other
57 written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by
58 the written mutual instructions. Such release of Earnest Money shall be made within five days of
59 Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,
60 provided the Earnest Money check has cleared.

61

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

72

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

75

76 **13. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company
77 shall submit any required Change in Ownership form or registration of existing well form to the Division
78 of Water Resources in the Department of Natural Resources (Division), with as much information as is
79 available, and the Division shall be responsible for obtaining the necessary well registration information
80 directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer
81 completes any required form.

82

83 **14. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue
84 may require Closing Company to withhold a substantial portion of the proceeds of this sale when
85 Seller is either of the following (a) is a foreign person or (b) will not be a Colorado resident after Closing.
Seller should

86 inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

87

88 **15. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
89 Colorado Real Estate Commission.)

90 n/a

91

92 **16. COUNTERPARTS.** This document may be executed by each party, separately, and when
93 each party has executed a copy, such copies taken together shall be deemed to be a full and
94 complete contract between the parties.

95

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

99

100 **18. NOTICE, DELIVERY, CHOICE OF LAW.**

18.1 Physical Delivery. Except as provided in § 18.2, all notices must be in writing.

101 Any notice or document to Buyer is effective when physically received by Buyer, any individual
102 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
103 document to Seller shall be effective when physically received by Seller, any individual seller, any
104 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
105 Closing Company shall be effective when physically received by Closing Company, any individual of
106 Closing Company, or any representative of Closing Company.

107

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

Buyer(s) Initials _____

Seller(s) Initials _____

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

111 **18.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
112 by and construed in accordance with the laws of the State of Colorado that would be applicable to
113 Colorado residents who sign a contract in this state for property located in Colorado.

114

115

116 Buyer: _____ Date: _____

117

118 Address:

119 Address:

120 Phone No.:

121 Fax No.:

122 Electronic Address:

123

124 Buyer: _____ Date: _____

125

126 Address:

127 Address:

128 Phone No.:

129 Fax No.:

130 Electronic Address:

131

132

TERRY FOISTER

Date: 4/22/2013

133 Seller: **TERRY FOISTER**

134 Address:

135 Address:

136 Phone No.:

137 Fax No.:

138 Electronic Address: tdfoister@gmail.com

139

140

DIANA FOISTER

Date: 4/22/2013

141 Seller: **DIANA FOISTER**

142 Address:

143 Address:

144 Phone No.:

145 Fax No.:

146 Electronic Address:

147

148

149 **Closing Company: Colorado Professionals Title**

150

151 _____ Date: _____

152 By:

153 Authorized Signature Title: _____

154 Address:

155 City:

156 Phone No.:

Buyer(s) Initials _____

Seller(s) Initials _____

157 Fax No.:
158 Electronic Address:
159

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

161
162 Alan J. Smith (Broker) Working with Seller Working with Buyer

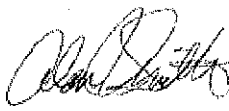
163 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ n/a
164 at the sole expense of Broker, the following legal documents:

165
166 Deed Bill of Sale Colorado Real Estate Commission approved Promissory
167 Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees
168 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions
169 of the Contract.

170
171 The documents stated above shall be subject to Broker's review and approval and Broker
172 acknowledges that Broker is responsible for the accuracy of the above documents.

173
174 Brokerage Broker Firm's Name: **RE/MAX Professionals**
175 **The Alan Smith Team**

176
177

178 
Broker: _____ Date: **4/22/2013**
Alan J. Smith

179
180 Closing Company: **Colorado Professionals Title**

181
182 _____ Date: _____

183 By:
184 Authorized Signature Title: _____

185

186 **CL8-9-12. CLOSING INSTRUCTIONS**

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