

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: 12/6/2012

Property Address: 8954 W PROGRESS DR LITTLETON CO 80123

Seller: DARIN R OSHEA and MARY E OSHEA

I. IMPROVEMENTS						
A. STRUCTURAL CONDITIONS						
Do any of the following conditions now exist or have they ever existed:		Yes	No	Do Not Know	N/A	Comments
1	Structural problems		<input checked="" type="checkbox"/>			
2	Moisture and/or water problems		<input checked="" type="checkbox"/>			
3	Damage due to termites, other insects, birds, animals or rodents		<input checked="" type="checkbox"/>			
4	Damage due to hail, wind, fire or flood		<input checked="" type="checkbox"/>			
5	Cracks, heaving or settling problems		<input checked="" type="checkbox"/>			
6	Exterior wall or window problems		<input checked="" type="checkbox"/>			
7	Exterior Artificial Stucco (EIFS)		<input checked="" type="checkbox"/>			
8	Any additions or alterations made		<input checked="" type="checkbox"/>			
9	Building code, city or county violations		<input checked="" type="checkbox"/>			
B. ROOF						
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
1	Roof problems		<input checked="" type="checkbox"/>			
2	Roof material: shingle Roof material: Thick asphalt dimension 1 comp Age years: 6 Age					
3	Roof leak: Past		<input checked="" type="checkbox"/>			
4	Roof leak: Present		<input checked="" type="checkbox"/>			
5	Damage to roof: Past	<input checked="" type="checkbox"/>				2006 hail storm
6	Damage to roof: Present		<input checked="" type="checkbox"/>			
7	Roof under warranty until 30 . Transferable know Don't					
8	Roof work done while under current roof warranty		<input checked="" type="checkbox"/>			
9	Skylight problems		<input checked="" type="checkbox"/>			
10	Gutter or downspout problems		<input checked="" type="checkbox"/>			
C. APPLIANCES						
Are the following now in working condition:		Yes	No	Do Not Know	Age If Known	N/A
1	Built-in vacuum system & accessories					<input checked="" type="checkbox"/>
2	Clothes dryer					<input checked="" type="checkbox"/>
3	Clothes washer					<input checked="" type="checkbox"/>

Buyer(s) Initials _____

Seller(s) Initials _____

4	Dishwasher	<input checked="" type="checkbox"/>					
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"/>	
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 type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased	<input checked="" type="checkbox"/>					
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"/>					
3	Carbon Monoxide Alarm: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input checked="" type="checkbox"/>					
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"/>					
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) # 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/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 Forced air Fuel Gas Type Fuel	<input checked="" type="checkbox"/>					
11	Water heater: Number of 1 Fuel type Gas Capacity 50	<input checked="" type="checkbox"/>					
12	Fireplace: Type Gas Fuel Gas			<input checked="" type="checkbox"/>			
13	Fireplace insert			<input checked="" type="checkbox"/>			
14	Stove: Type Electric Fuel Electric	<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			Age If Known	N/A	Comments
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 checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased			<input checked="" type="checkbox"/>			
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
3	Sewage problems: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
4	Lift station (sewage ejector pump)					<input checked="" type="checkbox"/>	
5	Drainage, storm sewers, retention ponds					<input checked="" type="checkbox"/>	
6	Grey water storage/use					<input checked="" type="checkbox"/>	
7	Plumbing problems: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
8	Sump pump					<input checked="" type="checkbox"/>	
9	Underground sprinkler system	<input checked="" type="checkbox"/>					
10	Fire sprinkler system					<input checked="" type="checkbox"/>	
11	Polybutylene pipe: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
12	Galvanized pipe: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage					<input checked="" type="checkbox"/>	
14	Irrigation pump					<input checked="" type="checkbox"/>	
15	Well pump					<input checked="" type="checkbox"/>	

		IN WORKING CONDITION			Age If Known	N/A	Comments
G. OTHER DISCLOSURES—IMPROVEMENTS	Are the following now in working condition:	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	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	
1	Any access problems			<input checked="" type="checkbox"/>			

Buyer(s) Initials _____

Seller(s) Initials _____

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						
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		<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]:					
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"/>			

L.	COMMON INTEREST COMMUNITY-ASSOCIATION PROPERTY			Do Not	
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Buyer(s) Initials _____

Seller(s) Initials _____

Do any of the following conditions now exist:		Yes	No	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"/>		
M. OTHER DISCLOSURES --- GENERAL						
Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
1	Any part of the Property leased to others (written or oral)		<input checked="" type="checkbox"/>			
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property		<input checked="" type="checkbox"/>			
3	Any property insurance claim submitted (whether paid or not)		<input checked="" type="checkbox"/>			
4	Structural, architectural and engineering plans and/or specifications for any existing improvements		<input checked="" type="checkbox"/>			
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards		<input checked="" type="checkbox"/>			
6	Government special improvements approved, but not yet installed, that may become a lien against the Property		<input checked="" type="checkbox"/>			

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

ADVISORY TO SELLER:

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

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

DARIN R OSHEA

Date: 12/7/2012

Seller: **DARIN R OSHEA**

MARY E OSHEA

Date: 12/7/2012

Seller: **MARY E OSHEA**

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(s) Initials _____

Seller(s) Initials _____

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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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: **8954 W PROGRESS DR LITTLETON CO 80123**

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)	12/06/2012	2484+1097
<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: 12/6/2012
Alan J. Smith

The undersigned acknowledge receipt of this disclosure.

DARIN R OSHEA Date: 12/7/2012
 Seller: **DARIN R OSHEA**

MARY E OSHEA Date: 12/7/2012
 Seller: **MARY E OSHEA**

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 Estate Commission (SWA35-8-10) (Mandatory 1-11)

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: 12/7/2012

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 8954 W PROGRESS DR LITTLETON CO 80123

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
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 Name: Denver Water
26 Address: 359 S Harlan St Lakewood, CO 80226
27 Web Site: Denverwater.org
28 Phone No.: 303-628-6199

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 DARIN R OSHEA

Date: 12/7/2012

39 Seller: DARIN R OSHEA

40
41 MARY E OSHEA

Date: 12/7/2012

42 Seller: MARY E OSHEA

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44 Buyer: _____ Date: _____

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47 Buyer: _____ Date: _____
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SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. CTM eContracts - ©2012 CTM Software Corp.

1 **RE/MAX Professionals** **RE/MAX Professionals**
8500 West Bowles Avenue Suite 100 Littleton, CO 80123
2 COLORADO'S MOST PRESTIGIOUS REAL ESTATE COMPANY Alan J. Smith Broker/Owner The Alan Smith Team
3 Ph: 303.932.3306 Fax: 303.973.3439

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: 12/10/2012

10 **1. PARTIES, PROPERTY.** **DARIN R OSHEA and MARY E OSHEA**, 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. **8954 W PROGRESS DR LITTLETON CO 80123**,
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
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 provided the Earnest Money check has cleared.

Buyer(s) Initials _____

Seller(s) Initials _____

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10. 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 any action. Earnest Money Holder, at its option and sole subjective discretion, may (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

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

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

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

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

n/a

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

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

17. NOTICE, DELIVERY AND CHOICE OF LAW.

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

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

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

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

Buyer: _____ Date: _____

Address:

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 DARIN R OSHEA _____ Date: 12/7/2012

126 Seller: **DARIN R OSHEA**
127 Address:
128 Address:
129 Phone No.:
130 Fax No.:
131 Electronic Address:
132

133 MARY E OSHEA _____ Date: 12/7/2012

134 Seller: **MARY E OSHEA**
135 Address:
136 Address:
137 Phone No.:
138 Fax No.:
139 Electronic Address:
140
141

142 **Closing Company: COLORADO PROFESSIONALS TITLE**

143
144 _____ Date: _____

145 By:
146 Authorized Signature Title: _____

147 Address:

148 City:

149 Phone No.:

150 Fax No.:

151 Electronic Address:

152

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

154

155 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 \$ n/a

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

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

166

167 Brokerage Broker Firm's Name: **RE/MAX Professionals**

168

The Alan Smith Team

169

170

171

Broker: 

Date: 12/10/2012

Alan J. Smith

172

173 Closing Company: **COLORADO PROFESSIONALS TITLE**

174

175

Date: _____

176 By:

177 Authorized Signature

Title: _____

178

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

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This form has **NOT** been approved by the Colorado Real Estate Commission.

COLORADO MOLD DISCLOSURE

12/6/2012

Property Address: **8954 W PROGRESS DR LITTLETON CO 80123**

Mold is a common type of fungus that is present in almost every environment. When molds germinate and grow they produce airborne spores. There is recent evidence that elevated levels of spores from some varieties of mold in indoor living and working environments may increase the risk of adverse health effects, especially in people with compromised immune systems or respiratory problems.

The presence of molds cannot always be detected with visual inspection. A property may have a hidden mold problem undetected by the owner

Molds require water to germinate and grow. Inspection reports or property disclosure forms that indicate evidence of past or present moisture or intrusion of water (for example, in attics or crawl spaces) suggest the potential for the presence of mold. There are environmental professionals who can be hired to conduct specific test for the presence of molds. Any visible molds should be professionally evaluated.

If the possible presence of mold is a concern to the Buyer, the Buyer should have independent environmental professionals perform necessary testing at Buyer's expense. All inspections, including those to detect molds, must be completed within the inspection period identified in the purchase contract. Any waiver or failure by the Buyer to obtain appropriate inspections and tests, including those for mold, is against the advice of Broker.

Buyer and Seller understand that RE/MAX Professionals, Inc. and Broker do not warrant or guarantee the absence of mold or other health hazard at the following property:
8954 W PROGRESS DR LITTLETON CO 80123

Brokerage Firm's Name: **RE/MAX Professionals**
The Alan Smith Team

Broker: _____



Date: **12/6/2012**

DARIN R OSHEA

Seller: **DARIN R OSHEA**

Date: **12/7/2012**

MARY E OSHEA

Seller: **MARY E OSHEA**

Date: **12/7/2012**

Buyer: _____

Date: _____

COLORADO MOLD DISCLOSURE

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Initials _____