

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: 3/6/2013

Property Address: 9148 W Radcliffe Dr Littleton CO 80123

Seller: William D McDougall II and Diane Dee McDougall

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"/>							Sprinkling system valve leaked causing mildew in the utility room. All damage mitigated in 2013.	
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"/>							Roof and siding replaced in 2009	
5	Cracks, heaving or settling problems	<input checked="" type="checkbox"/>							Floating cement slab settled due to KB home construction and their equipment that shook the home. We only saw damage to the rec room floor.	
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:										
1	Roof problems			<input checked="" type="checkbox"/>						
2	Dimensional comp Roof material: asphalt Age 2007 Roof material: Age									
3	Roof leak: Past			<input checked="" type="checkbox"/>						
4	Roof leak: Present			<input checked="" type="checkbox"/>						
5	Damage to roof: Past	<input checked="" type="checkbox"/>							Hail of 2009 storm	
6	Damage to roof: Present			<input checked="" type="checkbox"/>						
7	Roof under warranty until 2059 . Transferable ?	<input checked="" type="checkbox"/>								
8	Roof work done while under current roof warranty			<input checked="" type="checkbox"/>						
9	Skylight problems						<input checked="" type="checkbox"/>			
10	Gutter or downspout problems			<input checked="" type="checkbox"/>						
		IN WORKING CONDITION								
C. APPLIANCES	Are the following now in working condition:				Yes	No	Do Not Know	Age if Known	N/A	Comments

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

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"/>					
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 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		IN WORKING CONDITION					Comments
Are the following now in working condition:		Yes	No	Do Not Know	Age If Known	N/A	
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) # 4	<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		IN WORKING CONDITION					Comments
Are the following now in working condition:		Yes	No	Do Not Know	Age If Known	N/A	
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 Type Fuel	<input checked="" type="checkbox"/>			2003		

Buyer(s) Initials _____

Seller(s) Initials _____

11	Water heater: Number of Fuel type Gas Capacity 40	<input checked="" type="checkbox"/>					
12	Fireplace: Type Wood burning Fuel	<input checked="" type="checkbox"/>					The top is capped to keep birds out. Has not been used recently.
13	Fireplace insert					<input checked="" type="checkbox"/>	
14	Stove: Type Range Fuel Electric	<input checked="" type="checkbox"/>					
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	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"/>	
9	Underground sprinkler system	<input checked="" type="checkbox"/>					
10	Fire sprinkler system					<input checked="" type="checkbox"/>	
11	Polybutylene pipe: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
12	Galvanized pipe: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know						
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage					<input checked="" type="checkbox"/>	
14	Irrigation pump					<input checked="" type="checkbox"/>	
15	Well pump					<input checked="" type="checkbox"/>	

		IN WORKING CONDITION					
G. OTHER DISCLOSURES—IMPROVEMENTS		Yes	No	Do Not Know	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"/>		

Buyer(s) Initials _____

Seller(s) Initials _____

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"/>			
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: _____ Denver Water 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"/>			

Buyer(s) Initials _____

Seller(s) Initials _____

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 any of the following conditions now exist:		Yes	No	Do Not Know	N/A	Comments
1	Property is part of an owners' association		<input checked="" type="checkbox"/>			
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented				<input checked="" type="checkbox"/>	
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or Unit).				<input checked="" type="checkbox"/>	
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.

William D McDougall II

Date: 3/6/2013

Seller: *William D McDougall II*

Diane Dee McDougall

Date: 3/6/2013

Seller: *Diane Dee McDougall*

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;

Buyer(s) Initials _____

Seller(s) Initials _____

- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

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

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.

6. Buyer acknowledges that Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Buyer acknowledges that Seller's indication that an item is "working is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

7. Buyer hereby receipts for a copy of this Disclosure.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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

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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: **9148 W Radcliffe 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)	03/06/2013	1648+576
<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: 3/7/2013
Alan J. Smith

The undersigned acknowledge receipt of this disclosure.

 Date: 3/6/2013
 Seller: **William D McDougall II**

 Date: 3/6/2013
 Seller: **Diane Dee McDougall**

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: 3/6/2013

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 **9148 W Radcliffe 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

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 Name: Denver water
26 Address: 1600 W 12th Ave Denver CO 80204
27 Web Site: www.denverwater.org
28 Phone No.: 303-628-6000
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 William D McDougall II Date: 3/6/2013
39 Seller: William D McDougall II
40

41 Diane Dee McDougall Date: 3/6/2013
42 Seller: Diane Dee McDougall
43

44 Buyer: _____ Date: _____
45

46
47 Buyer: _____ Date: _____
48

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

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

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

CLOSING INSTRUCTIONS

Date: 3/6/2013

1. PARTIES, PROPERTY. William D McDougall II and Diane Dee McDougall, Seller, and Buyer, engage COLORADO PROFESSIONALS TITLE Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 9148 W Radcliffe Dr Littleton CO 80123, and more fully described in the Contract to Buy and Sell Real Estate, dated n/a, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

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

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

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

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

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

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

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

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

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:

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

William D McDougall II

Date: 3/6/2013

133 Seller: *William D McDougall II*

134 Address:

135 Address:

136 Phone No.:

137 Fax No.:

138 Electronic Address:

139

140

Diane Dee McDougall

Date: 3/6/2013

141 Seller: *Diane Dee McDougall*

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.:

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**

178

Broker: _____ Date: **3/6/2013**
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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Buyer(s) Initials _____ Seller(s) Initials _____

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP 45-9-12)

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

Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:
9148 W Radcliffe Dr Littleton CO 80123

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY
Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation) . The current penalty is up to \$16,000 for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

n/a

3. Records and reports available to Seller (check one box below):
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

n/a

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
 - Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint

Buyer(s) Initials _____

Seller(s) Initials _____

and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the

Contract to Buy and Sell Real Estate; or

- Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

William D McDougall II

Date: 3/6/2013

Seller: *William D McDougall II*

Diane Dee McDougall

Date: 3/6/2013

Seller: *Diane Dee McDougall*

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

Real Estate Licensee (Listing)

Alan Smith

Broker: _____ Date: 3/7/2013

Real Estate Licensee (Selling):

Date: _____

Selling Broker:

(LP 45-9-12) LEAD PAINT BASE DISCLOSURE (SALES)

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