

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(SPD19-6-17) (Mandatory 1-18)

**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 must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known material defect may result in legal liability.** If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this Disclosure or not. 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 O. Broker may deliver a copy of this Disclosure to prospective buyers.

**Note:** The Contract to Buy and Sell Real Estate, not this Disclosure, determines whether an item is included or excluded;

if there is an inconsistency between this Disclosure and the Contract, the Contract controls.

Date:

Property Address: **1350 Golden Circle, 209 Golden, CO 80401**

Seller: **Fran Gibson**

Year Built: **1973**

**I. IMPROVEMENTS**

<b>A. STRUCTURAL CONDITIONS</b>			
If you know of any of the following problems <b>EVER EXISTING</b> check the "Yes" column:		<b>Yes</b>	<b>Comments</b>
1	Structural problems		
2	Moisture and/or water problems		
3	Damage due to termites, other insects, birds, animals or rodents		
4	Damage due to hail, wind, fire, flood or other casualty		
5	Cracks, heaving or settling problems		
6	Exterior wall or window problems		
7	Exterior Artificial Stucco (EIFS)		
8			
9			

<b>B. ROOF</b>			
If you know of any of the following problems <b>EVER EXISTING</b> check the "Yes" column:		<b>Yes</b>	<b>Comments</b>
1	Roof leak		
2	Damage to roof		
3	Skylight problems		
4	Gutter or downspout problems		
5	Other roof problems		
6			
7			

<b>B-1. ROOF - Other Information:</b>			
Do you know of the following on the Property:		<b>Yes</b>	<b>Comments</b>
1	Roof under warranty until Transferable		
2	Roof work done while under current roof warranty		
3	Roof material Age :		

4		
5		<input type="checkbox"/>

C. APPLIANCES				
If you know of any problems NOW EXISTING with the following check the "Yes" column:		Yes	Age If Known	Comments
1	Built-in vacuum system & accessories			
2	Clothes dryer		15	
3	Clothes washer		15	
4	Dishwasher		New	
5	Disposal		7	
6	Freezer			
7	Gas grill			
8	Hood		New	
9	Microwave oven		5	
10	Oven			
11	Range		New	
12	Refrigerator		New	
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
15	Trash compactor			
16				
17				

D. ELECTRICAL & TELECOMMUNICATIONS				
If you know of any problems NOW EXISTING with the following check the "Yes" column:		Yes	Age If Known	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input checked="" type="checkbox"/> Hardwire			
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire			
4	Light fixtures		New	
5	Switches & outlets			
6	Electrical Service			
7	Telecommunications (T1, fiber, cable, satellite)			
8	Inside telephone wiring & blocks/jacks			
9	Ceiling fans			
10	Garage door opener and remote control			
11	Intercom/doorbell			
12	In-wall speakers			
13		<input type="checkbox"/>		
14				

D-1. ELECTRICAL & TELECOMMUNICATIONS - Other Information:				
Do you know of the following on the Property:		Yes	Age If Known	Comments
1	220 volt service			
2	Landscape lighting			
3	Aluminum wiring at the outlets (110)			
4	Electrical Service: Amps			
5	Garage door control(s) #			
6				
7				

E. MECHANICAL				
If you know of any problems NOW EXISTING with the following check the "Yes" column:		Yes	Age If Known	Comments
1	Overhead doors (including garage doors)			
2	Entry gate system			
3	Elevator			
4				
5				

F. VENTILATION, AIR, HEAT				
If you know of any problems NOW EXISTING with the		Yes	Age If Known	Comments

	following check the "Yes" column:			
1	Heating system			
2	Air conditioning:			
	Evaporative cooler			
	Window units			
	Central			
	Computer room			
3	Attic/whole house fan			
4	Vent fans			
5	Humidifier			
6	Air purifier			
7	Fireplace			
8	Fireplace insert			
9	Heating Stove			
10	Fuel tanks			
11				
12				

F.-1 VENTILATION, AIR, HEAT - Other Information:		Comments		
	Do you know of the following on the Property:			
1	Heating system (including furnace): Type Fuel Type Fuel			
2	Fireplace: Type Fuel			
3	Fireplace insert			
4	Heating Stove: Type Fuel			
5	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input type="checkbox"/> Do not know			
6	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
7	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type			
8				
9				

G. WATER		Yes	Comments
	If you know of any problems <b>NOW EXISTING</b> with the following check the "Yes" column:		
1	Water system (including lines and water pressure)		
2	Water heater(s)		
3	Water filter system		
4	Water softener		
5	Well		
6	Water System Pump		
7	Sauna		
8	Hot tub or spa		
9	Steam room/shower		
10	Pool		
11	Underground sprinkler system		
12	Fire sprinkler system		
13	Backflow prevention device		
14	Irrigation system		
15	Irrigation pump		
16			
17			

G-1. WATER - Other Information:		Yes	Age If Known	Comments
	Do you know of the following on the Property:			
1	Water heater: Number of Fuel type Capacity			
2	Water filter system: Owned Leased			
3	Water softener: Owned Leased			
4	Well Metered			
5	Well - Date of last inspection			
6	Galvanized pipe			
7	Polybutylene pipe			

8				
9				

<b>SOURCE OF WATER &amp; WATER SUPPLY:</b>	
H. Do you know of the following on the Property:	
1	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 #: _____ 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]: _____	
<b>SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.</b>	

SEWER			
I.	If you know of any problems <b>NOW EXISTING</b> with the following check the "Yes" column:	Yes	Comments
1	Sewage system (including sewer lines)		
2	Lift station (sewage ejector pump)		
3	Sump pump(s) # of		
4	Gray water storage/use		
5			

<b>SEWER - Other Information:</b>	
I-1. Do you know of the following on the Property:	
1	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, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon
2	If a septic system, date latest Individual Use Permit issued: _____
3	If a septic system, date of latest inspection: _____
4	If a septic system, date of latest pumping: _____
5	
6	

FLOODING AND DRAINAGE			
J.	If you know of any problems <b>EVER EXISTING</b> with the following on the Property check the "Yes" column:	Yes	Comments
1	Flooding or drainage		
2			

DRAINAGE AND RETENTION PONDS - Other Information: Do			
J-1	you know of the following on the Property:	Yes	Comments
1	Drainage, retention ponds		
2			

OTHER DISCLOSURES - IMPROVEMENTS			
K.	If you know of any problems <b>NOW EXISTING</b> with the the following check the "Yes" column:	Yes	Comments
1	Included fixtures and equipment		
2	Stains on carpet		
3	Floors and sub-floors		
4			
5			

## II. GENERAL

USE, ZONING & LEGAL ISSUES If you know of any of the following			
L.	<b>EVER EXISTING</b> check the "Yes" column:	Yes	Comments

1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use		
2	Notice or threat of condemnation proceedings		
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		
4	Notice of zoning action related to the Property		
5	Building code, city or county violations		
6	Violation of restrictive covenants or owners' association rules or regulations		
7	Any building or improvements constructed within the past one year from this Date without approval by the owner's association or the designated approving body		
8	Any additions or alterations made		
9	Other legal action		
10			
11			

<b>M. ACCESS &amp; PARKING</b>			
If you know of any of the following <b>EVER EXISTING</b> check the "Yes" column:		Yes	Comments
1	Any access problems		
2	Roads, driveways, trails or paths through the Property used by others		
3	Public highway or county road bordering the Property		
4	Any proposed or existing transportation project that affects or is expected to affect the Property		
5	Encroachments, boundary disputes or unrecorded easements		
6	Shared or common areas with adjoining properties		
7	Requirements for curb, gravel/paving, landscaping		
8			
9			

<b>N. ENVIRONMENTAL CONDITIONS</b>			
If you know of any of the following <b>EVER EXISTING</b> on any part of the Property check the "Yes" column:		Yes	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products		
2	Underground storage tanks		
3	Aboveground storage tanks		
4	Underground transmission lines		
5	Animals kept in the residence		
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill		
7	Monitoring wells or test equipment		
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property		
9	Mine shafts, tunnels or abandoned wells on the Property		
10	Within governmentally designated geological hazard or sensitive area		
11	Within governmentally designated flood plain or wetland area		
12	Dead, diseased or infested trees or shrubs		
13	Environmental assessments, studies or reports done involving the physical condition of the Property		
14	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
15	Tobacco smoke in interior of improvements of Property		
16	Other environmental problems		
17			
18			

<b>O. COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY:</b>			
If you know of any of the following <b>NOW EXISTING</b> check the "Yes" column:		Yes	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		
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)		
4	Problems or defects in the Common Elements or Limited Common Elements of the Association Property		
5			
6			

OTHER DISCLOSURES - GENERAL			
P.	If you know of any of the following <b>NOW EXISTING</b> check the "Yes" column:	Yes	Comments
1	Any part of the Property leased to others (written or oral)		
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property		
3	Any property insurance claim submitted (whether paid or not)		Maybe hail damage
4	Structural, architectural and engineering plans and/or specifications for any existing improvements		
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards		
6	Government special improvements approved, but not yet installed, that may become a lien against the Property		
7	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property		
8			
9			

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 Disclosure is **not** intended as a substitute for an inspection of the Property.

#### ADVISORY TO SELLER:

Seller acknowledges that Broker will disclose to any prospective buyer all adverse material facts actually known by Broker, including but not limited to adverse material facts pertaining to the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances.

The information contained in this Disclosure has been furnished by Seller, who certifies it was answered truthfully, based on Seller's **CURRENT ACTUAL KNOWLEDGE**.

*Fran Gibson*

Date: 11/13/2022

Seller: **Fran Gibson**

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

#### ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:
  - a. the physical condition of the Property;
  - b. the presence of mold or other biological hazards;
  - c. the presence of rodents, insects and vermin including termites;
  - d. the legal use of the Property and legal access to the Property;

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

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

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

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

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

6. Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item 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 receipts for a copy of this Disclosure.

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

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

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#### **SPD19-6-17. 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 (SWA35-8-10) (Mandatory 1-11)

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

**SOURCE OF WATER ADDENDUM  
TO CONTRACT TO BUY AND SELL REAL ESTATE**

Date: 11/5/2022

**1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.** This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated \_\_\_\_\_ (Contract), for the purchase and sale of the Property known as No. 1350 Golden Circle, 209 Golden, CO 80401

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

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

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

☒ **2.2** The Water Provider for the Property can be contacted at:  
Name: Golden Water Division  
Address: 1445 10th Street Golden, CO 80401  
Web Site: <https://www.cityofgolden.net/government/departments>  
Phone No.: 303-384-8153

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

**NOTE TO BUYER: 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.**

*Fran Gibson*

Date: 11/13/2022

Seller: Fran Gibson

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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



44

45

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

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**SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.** CTM eContracts - ©2022 MRI Software LLC - All Rights Reserved

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**SQUARE FOOTAGE DISCLOSURE**  
**(Residential)**

This disclosure is made to Buyer and Seller pursuant to the requirements of the Colorado Real Estate Commission and applies to improved residential real estate. Check applicable boxes below.

Property Address: **1350 Golden Circle, 209 Golden, CO 80401**

**1. Licensee Measurement**

Listing Licensee ☐ Has ☒ **Has Not** measured the square footage of the residence according to the following standard, methodology or manner:

Standard/Methodology/Manner	Date Measured	Square Footage
<input type="checkbox"/> Exterior measurement		
<input type="checkbox"/> FHA		
<input type="checkbox"/> ANSI		
<input type="checkbox"/> Local standard		
<input type="checkbox"/> Other		

**2. Other Source of Measurement :**

Listing Licensee ☒ **Is** ☐ **Is Not** providing information on square footage of the residence from another source(s) as indicated below:

Source of Square Footage Information	Date	Square Footage
<input type="checkbox"/> Prior appraisal (Date of document)		
<input type="checkbox"/> Building plans (Date of document)		
<input checked="" type="checkbox"/> Assessor's office (Date obtained)	<b>11/05/2022</b>	<b>800</b>
<input type="checkbox"/> Other		

Measurement may not be exact and is for the purpose of marketing ONLY. Measurement is not for loan, valuation or other purposes. **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 by Buyer on or before any applicable deadline in the contract.

Broker:  Date: **11/5/2022**  
**Matt Bachus**

The undersigned acknowledge receipt of this disclosure.

 Date: **11/13/2022**  
Seller: **Fran Gibson**

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

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

**(SF94-5-18) SQUARE FOOTAGE DISCLOSURE**

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**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:**

**1350 Golden Circle, 209 Golden, CO 80401**

**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 adjusted for inflation 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):
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):

**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 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: \_\_\_\_\_

*Fran Gibson*

Date: 11/13/2022

Seller: Fran Gibson

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Listing Brokerage Firm's Name: Madison & Company Properties  
Tupper's Team

#### Real Estate Licensee (Listing)

*Matt Bachus*

Broker: \_\_\_\_\_ Date: 11/5/2022

Listing Broker: Matt Bachus

#### Real Estate Licensee (Selling):

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

Selling Broker: \_\_\_\_\_

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**(LP45-6-21) (Mandatory 1-22) LEAD-BASED PAINT DISCLOSURE (SALES)**

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-5-19) (Mandatory 7-19)

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

**CLOSING INSTRUCTIONS**

Date: 11/5/2022

**1. PARTIES, PROPERTY.** Fran Gibson, (Seller),

and ,

(Buyer), engage Momentous Title of Colorado, LLC, (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.

1350 Golden Circle, 209 Golden, CO 80401,

and more fully described in the Contract to Buy and Sell Real Estate, dated \_\_\_\_\_, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.

**2. TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company ☒ **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 ☒ **Agrees** ☐ **Does Not** agree to furnish copies of Exceptions.

**3. INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to, 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. PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:

**4.1 Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of



exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.

**4.2 Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.

**4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend Contract.

**5. CLOSING FEE.** Closing Company will receive a fee of \$ 350.00 for providing closing and settlement services (Closing Fee).

**6. 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 §§10, 11 and 12.

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

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

**9. WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.

**10. 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 to Buyer's lender.

**11. RETURN OF EARNEST MONEY.** Except as otherwise provided in §12 (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release

81 the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such  
82 release of Earnest Money must be made within five days of Closing Company's receipt of the written  
83 mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

84 **12. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money  
85 (notwithstanding any termination of the Contract), provided Closing Company is holding the Earnest  
86 Money, Closing Company is not required to take any action. Closing Company, at its option and sole  
87 subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest  
88 Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal  
89 fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a  
90 Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the  
91 lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing  
92 Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does  
93 receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing  
94 Company must disburse the Earnest Money pursuant to the Order of the Court.

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

97 **14. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company  
98 will submit any required Change in Ownership form or registration of existing well form to the Division of  
99 Water Resources in the Department of Natural Resources (Division), with as much information as is  
100 available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required  
101 form.

102 **15. FIRPTA AND COLORADO WITHHOLDING.**

103 **15.1 FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any  
104 reasonably requested documents to determine Seller's foreign person status. If withholding is required,  
105 Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it  
106 to the Internal Revenue Service.

107 **15.2 Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any  
108 reasonably requested documents to determine Seller's status. If withholding is required under  
109 Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's  
110 proceeds and remit it to the Colorado Department of Revenue.

111 **16. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the  
112 Colorado Real Estate Commission.)

113

114 **17. COUNTERPARTS.** This document may be executed by each party, separately, and when each  
115 party has executed a copy, such copies taken together are deemed to be a full and complete contract  
116 between the parties.

117 **18. BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this  
118 transaction, copies of all signed documents that such real estate brokers are required to maintain  
119 pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both  
120 Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers  
121 involved in the transaction.

122 **19. NOTICE, DELIVERY AND CHOICE OF LAW.**

123 **19.1 Physical Delivery and Notice.** Any document, or notice to another party must be in  
124 writing, except as provided in §19.2 and is effective when physically received by such party.

125 **19.2 Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in  
126 electronic form to another party at the electronic address of the recipient by facsimile, email or  
127 .

128 **19.3 Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by:  
129 (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the  
130 recipient receives the information necessary to access the documents or (3) facsimile at the facsimile  
131 number (Fax No.) of the recipient.

132 **19.4 Choice of Law.** These Closing Instructions and all disputes arising hereunder are  
133 governed by and construed in accordance with the laws of the State of Colorado that would be  
134 applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

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

Address:

Phone No.:

Fax No.:

Email Address:

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

Address:

Phone No.:

Fax No.:

Email Address:

*Fran Gibson*

Date: 11/13/2022

Seller: **Fran Gibson**

Address:

Phone No.:

Fax No.:

Email Address:

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Address:

Phone No.:

Fax No.:

Email Address:

**Closing Company's Name:** [Momentous Title of Colorado, LLC](#)

\_\_\_\_\_  
By: [Ingrid Pizzuto](#) Date: \_\_\_\_\_

Authorized Signature

Title:

Address: [5975 S Quebec St, Suite 136](#)

[Greenwood Village, CO 80111](#)

Phone No.: [720.927.1974](#)

Fax No.: [720.294.6523](#)

Email Address: [ipizzuto@momentoustitle.com](mailto:ipizzuto@momentoustitle.com)

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**CL8-5-19. CLOSING INSTRUCTIONS**

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