

RE/MAX Professionals

COLORADO'S MOST PRESTIGIOUS REAL ESTATE COMPANY

Littleton, Colorado

(303) 932-3306



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: January 2012

Property Address: 5721 SOUTH BENTON CIRCLE LITTLETON COLORADO 80123

Seller: LEONARD SCHUELE and STACIA SCHUELE

I. IMPROVEMENTS

A. STRUCTURAL CONDITIONS	Yes	No	Do Not Know	N/A	COMMENTS	
Do any of the following conditions now exist or have they ever existed:						
1 Structural problems		X				
2 Moisture and/or water problems		X				
3 Damage due to termites, other insects, birds, animals or rodents		X				
4 Damage due to hail, wind, fire or flood		X				
5 Cracks, heaving or settling problems		X				
6 Exterior wall or window problems		X				
7 Exterior Artificial Stucco (EIFS)	X					
8 Any additions or alterations made	X				replaced window wells / added counter for wall	
9 Building code, city or county violations		X				
B. ROOF	Yes	No	Do Not Know	N/A	COMMENTS	
Do any of the following conditions now exist:						
1 Roof problems		X				
2 Roof material <u>Asphlt comp</u> Age <u>98</u>						
Roof material Age						
3 Roof leak: Past		X				
4 Roof leak: Present		X				
5 Damage to roof: Past		X				
6 Damage to roof: Present		X				
7 Roof under warranty until _____ Transferable			X			
8 Roof work done while under current roof warranty		X				
9 Skylight problems		X				
10 Gutter or downspout problems		X				
IN WORKING CONDITION						
C. APPLIANCES	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
Are the following now in working condition:						
1 Built-in vacuum system & accessories		X			X	
2 Clothes dryer					X	
3 Clothes washer					X	
4 Dishwasher	X					
5 Disposal	X					
6 Freezer					X	
7 Gas Grill					X	
8 Hood	X					
9 Microwave oven	X					
10 Oven	X					
11 Range	X					
12 Refrigerator	X					
13 T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
14 Satellite system or DSS dish: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased						
15 Trash Compactor					X	

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (SPD 29-10-11)

(Mandatory 1-12)

		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 checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	X						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input checked="" type="checkbox"/> Hardwire	X						
3	Carbon Monoxide Alarm: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire	X						
4	Light fixtures	X						
5	Switches & outlets	X						
6	Aluminum wiring (110)					X		
7	Electrical _____ Amps _____							
8	Telecommunications (T1, fiber, cable, satellite)	X						
9	Inside telephone wiring & blocks/jacks	X						
10	Ceiling fans	X						
11	Garage door opener	X						
12	Garage door control(s) # _____							
13	Intercom/doorbell	X						
14	In-wall speakers					X		
15	220 volt service	X						
16	Landscape lighting					X		

		IN WORKING CONDITION						
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS	
Are the following now in working condition:								
1	Air conditioning:							
	Evaporative cooler							
	Window units							
	Central	X						
2	Attic/whole house fan					X		
3	Vent fans	X						
4	Humidifier	X						
5	Air purifier					X		
6	Sauna	X						
7	Hot tub or spa					X		
8	Steam room/shower	X						
9	Pool					X		
10	Heating system: <i>Forced Air</i>							
	Type <i>Trane</i> Fuel <i>GAS</i>							
	Type _____ Fuel _____	X						
11	Water heater: Number of <i>2</i>							
	Fuel type <i>GAS</i> Capacity <i>40-50</i>	X						
12	Fireplace: Type <i>GAS</i> Fuel <i>GAS</i>	X						
13	Fireplace insert					X		
14	Stove: Type _____ Fuel _____					X		
15	When was fireplace/wood stove, chimney/flue last cleaned:							
	Date: _____ <input type="checkbox"/> Do not know					X		
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					X		
17	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior							
	Hose Type _____					X		
18	Overhead door	X						
19	Entry gate system					X		
20	Elevator					X		

		IN WORKING CONDITION						
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS	
Are the following now in working condition:								
1	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					X		
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					X		
3	Sewage problems:							
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know							
4	Lift station (sewage ejector pump)					X		
5	Drainage, storm sewers, retention ponds					X		
6	Gray water storage/use					X		
7	Plumbing problems:							
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know							
8	Sump pump	X						
9	Underground sprinkler system	X						

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F.	WATER, SEWER & OTHER UTILITIES (Continued) Are the following now in working condition:	IN WORKING CONDITION			Age If Known	N/A	COMMENTS
		Yes	No	Do Not Know			
10	Fire sprinkler system					X	
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 checked="" type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage	X					
14	Irrigation pump					X	
15	Well pump					X	

G.	OTHER DISCLOSURES - IMPROVEMENTS	IN WORKING CONDITION			N/A	COMMENTS
		Yes	No	Do Not Know		
1	Included fixtures and equipment in working condition	X				
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		X			
2	Notice or threat of condemnation proceedings		X			
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		X			
4	Violation of restrictive covenants or owners' association rules or regulations		X			
5	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body		X			
6	Notice of zoning action related to the Property		X			
7	Other legal action		X			

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		X			
2	Roads, driveways, trails or paths through the Property used by others		X			
3	Public highway or county road bordering the Property		X			
4	Any proposed or existing transportation project that affects or is expected to affect the Property		X			
5	Encroachments, boundary disputes or unrecorded easements		X			
6	Shared or common areas with adjoining properties		X			
7	Requirements for curb, gravel/paving, landscaping		X			
8	Flooding or drainage problems: Past		X			
9	Flooding or drainage problems: Present		X			

J.	WATER & SEWER SUPPLY Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	COMMENTS
1	Water rights Type _____				X	
2	Water tap fees paid in full	X				
3	Sewer tap fees paid in full	X				
4	Subject to augmentation plan		X			
5	Well required to be metered		X			
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: <u>DENVER WATER</u> Address: <u>1600 W 12TH AVE DENVER 80204</u> Web Site: <u>WWW.DENVERWATER.ORG</u> Phone No: <u>303.628.6000</u>					

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J. WATER & SEWER SUPPLY (Continued)						
Do any of the following conditions now exist:		Yes	No	Do Not Know	COMMENTS	
<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		X			
2	Underground storage tanks		X			
3	Aboveground storage tanks		X			
4	Underground transmission lines		X			
5	Animals kept in the residence	X				
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill					
7	Monitoring wells or test equipment		X			
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property		X			
9	Mine shafts, tunnels or abandoned wells on the Property		X			
10	Within governmentally designated geological hazard or sensitive area		X			
11	Within governmentally designated flood plain or wetland area		X			
12	Dead, diseased or infested trees or shrubs		X			
13	Environmental assessments, studies or reports done involving the physical condition of the Property		X			
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		X			
15	Interior of improvements of Property tobacco smoke-free	X				
16	Other environmental problems		X			
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	X				
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		X			
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).		X			
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)		X			
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property	X				eng. report completed w/ window well replace/crtrfr
3	Any property insurance claim submitted (whether paid or not)		X			
4	Structural, architectural and engineering plans and/or specifications for any existing improvements		X			
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards		X			
6	Government special improvements approved, but not yet installed, that may become a lien against the Property		X			
7						
8						
9						

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (SPD 29-10-11) (Mandatory 1-12)

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**.

Seller: 
LEONARD SCHUELE

Date: 1/4/12

Seller: 
STACIA SCHUELE

Date: 1/4/12

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. 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: _____

RE/MAX Professionals

COLORADO'S MOST PRESTIGIOUS REAL ESTATE COMPANY

SQUARE FOOTAGE

Littleton, Colorado

DISCLOSURE

(303) 932-3306



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

Property Address:

5721 SOUTH BENTON CIRCLE

LITTLETON

COLORADO

80123

Street Address

City

State

Zip

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)	<u>1/2012</u>	<u>3,761 + 1,931</u>
<input type="checkbox"/>	Other _____	_____	_____

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 By: Alan J. Smith, CRS, CDPE, GRI Date: 1/4/12

The undersigned acknowledge receipt of this disclosure.
 Seller: LEONARD SCHUELE Date: 1/4/12 Seller: STACIA SCHUELE Date: 1/4/12

Buyer: _____ Date: _____ Buyer: _____ Date: _____

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (SF94-5-04)

RE/MAX Professionals

COLORADO'S MOST *P*RESTIGIOUS REAL ESTATE COMPANY

**Littleton, Colorado
(303) 932-3306**



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: January 4, 2012

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. 5721 SOUTH BENTON CIRCLE LITTLETON COLORADO 80123
Street Address City State Zip

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. The Well Permit # is N/A
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: DENVER WATER

Address: 1600 W 12TH AVE DENVER 80204

Web Site: WWW.DENVERWATER.ORG

Phone No.: 303.628.6000

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.

Buyer: _____ Date: _____ Buyer: _____ Date: _____

Seller: Date: 1/4/12
LEONARD SCHUELE

Seller: Date: 1/4/12
STACIA SCHUELE

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

RE/MAX Professionals

0246 1123715220221

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RE/MAX Professionals

CLOSING INSTRUCTIONS

COLORADO'S MOST *P*RESTIGIOUS REAL ESTATE COMPANY

**Littleton, Colorado
(303) 932-3306**



Date: _____

1. PARTIES, PROPERTY.

LEONARD SCHUELE and STACIA SCHUELE

_____, 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. **5721 SOUTH BENTON CIRCLE** **LITTLETON** **COLORADO** **80123**
Street Address City State Zip

and more fully described in the Contract to Buy and Sell Real Estate, dated _____, including any counterproposals and amendments (Contract).

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

3. CLOSING FEE. Closing Company will receive a fee not to exceed \$ **\$250.00** for providing these closing and settlement services.

4. 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 §§ 8, 9 and 10.

5. 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 disburser can assure that payoff of loans and other disbursements will actually be made.

6. 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.**

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

8. 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 shall be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

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

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (CL8-8-10)

(Mandatory 1-11)

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 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 interpled 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.)

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 documents 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.

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. (CL8-8-10)

(Mandatory 1-11)

Buyer: _____ Date: _____ Buyer: _____ Date: _____

Address: _____ Phone No: _____ Fax No: _____

Electronic Address: _____

Seller: [Signature] Date: 1/4/12
LEONARD SCHUELE

Seller: [Signature] Date: 1/4/12
STACIA SCHUELE

Address: 5721 SOUTH BENTON CIRCLE Phone No: _____ Fax No: _____
LITTLETON COLORADO 80123

Electronic Address: _____

Closing Company's Name: COLORADO PROFESSIONALS TITLE

Authorized Signature _____ Title _____ Date _____

Address: _____

Phone No.: _____ Fax No.: _____ Email Address: _____

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

(Broker)

Working with Seller Working with Buyer engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ _____ at the sole expense of Broker, the following legal documents:

- Deed
- Bill of Sale
- Colorado Real Estate Commission approved Promissory Note
- Colorado Real Estate Commission approved Deed of Trust.

Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

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

Brokerage Firm's Name: RE/MAX Professionals

Broker's Name: _____

Broker's Signature: _____ Date _____

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