

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: **1/12/2012**

Property Address: **6485 W LONG DR LITTLETON CO 80123**

Seller: **BRAD R KNEPPER and PATRICIA J KNEPPER**

I. IMPROVEMENTS									
A. STRUCTURAL CONDITIONS									
Do any of the following conditions now exist or have they ever existed:				Yes	No	Do Not Know	N/A	Comments	
1	Structural problems				<input checked="" type="checkbox"/>				
2	Moisture and/or water problems					<input checked="" type="checkbox"/>			
3	Damage due to termites, other insects, birds, animals or rodents				<input checked="" type="checkbox"/>				
4	Damage due to hail, wind, fire or flood				<input checked="" type="checkbox"/>				
5	Cracks, heaving or settling problems				<input checked="" type="checkbox"/>				
6	Exterior wall or window problems				<input checked="" type="checkbox"/>				
7	Exterior Artificial Stucco (EIFS)				<input checked="" type="checkbox"/>				
8	Any additions or alterations made				<input checked="" type="checkbox"/>				
9	Building code, city or county violations				<input checked="" type="checkbox"/>				
B. ROOF									
Do any of the following conditions now exist:				Yes	No	Do Not Know	N/A	Comments	
1	Roof problems				<input checked="" type="checkbox"/>				
2	Roof material: Shingles	Age 2 yr							
	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"/>				
6	Damage to roof: Present				<input checked="" type="checkbox"/>				
7	Roof under warranty until . Transferable								
8	Roof work done while under current roof warranty				<input checked="" type="checkbox"/>				
9	Skylight problems				<input checked="" type="checkbox"/>				
10	Gutter or downspout problems				<input checked="" type="checkbox"/>				
C. APPLIANCES									
Are the following now in working condition:				Yes	No	Do Not Know	Age if Known	N/A	Comments
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 yr		

Buyer(s) Initials _____

Seller(s) Initials _____

5	Disposal	<input checked="" type="checkbox"/>					
6	Freezer						<input checked="" type="checkbox"/>
7	Gas grill						<input checked="" type="checkbox"/>
8	Hood	<input checked="" type="checkbox"/>					
9	Microwave oven	<input checked="" type="checkbox"/>					
10	Oven	<input checked="" type="checkbox"/>					
11	Range	<input checked="" type="checkbox"/>					
12	Refrigerator						<input checked="" type="checkbox"/>
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						<input checked="" type="checkbox"/>
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input checked="" type="checkbox"/>					
15	Trash compactor						<input checked="" type="checkbox"/>

		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			<input checked="" type="checkbox"/>			
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire	<input checked="" type="checkbox"/>					
3	Carbon Monoxide Alarm: <input 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) #	<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 Are the following now in working condition:	Yes	No	Do Not Know	Age If Known	N/A	Comments
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 Fuel Type Fuel	<input checked="" type="checkbox"/>					
11	Water heater: Number of 1 Fuel type Capacity 50 gal	<input checked="" type="checkbox"/>					
12	Fireplace: Type Fuel	<input checked="" type="checkbox"/>					
13	Fireplace insert	<input checked="" type="checkbox"/>					
14	Stove: Type Fuel	<input checked="" type="checkbox"/>					

Buyer(s) Initials _____

Seller(s) Initials _____

15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input 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					
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 type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
12	Galvanized pipe: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
13	Backflow prevention device: <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage					<input checked="" type="checkbox"/>	
14	Irrigation pump					<input checked="" type="checkbox"/>	
15	Well pump					<input checked="" type="checkbox"/>	

		IN WORKING CONDITION					
G. OTHER DISCLOSURES—IMPROVEMENTS		Yes	No	Do Not Know	Age If Known	N/A	Comments
1	Included fixtures and equipment now in working condition						
2							
3							
4							

II. GENERAL							
H. USE, ZONING & LEGAL ISSUES	Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments	
1	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use		<input checked="" type="checkbox"/>				
2	Notice or threat of condemnation proceedings		<input checked="" type="checkbox"/>				
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		<input checked="" type="checkbox"/>				
4	Violation of restrictive covenants or owners' association rules or regulations		<input checked="" type="checkbox"/>				
5	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body		<input checked="" type="checkbox"/>				
6	Notice of zoning action related to the Property		<input checked="" type="checkbox"/>				
7	Other legal action		<input checked="" type="checkbox"/>				
I. ACCESS, PARKING, DRAINAGE & SIGNAGE	Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	Comments	

Buyer(s) Initials _____

Seller(s) Initials _____

1	Any access problems		<input checked="" type="checkbox"/>			
2	Roads, driveways, trails or paths through the Property used by others		<input checked="" type="checkbox"/>			
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: <u>Denver Water</u> Address: _____ Web Site: <u>denverwater.org</u> Phone No.: <u>303-893-2444</u> <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.					
7	Type of sanitary sewer service: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other If the Property is served by an on-site septic system, supply to buyer a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon					

K. ENVIRONMENTAL CONDITIONS						
Do any of the following conditions now exist or have they ever existed:		Yes	No	Do Not Know	N/A	Comments
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products		<input checked="" type="checkbox"/>			
2	Underground storage tanks		<input checked="" type="checkbox"/>			
3	Aboveground storage tanks		<input checked="" type="checkbox"/>			
4	Underground transmission lines		<input checked="" type="checkbox"/>			
5	Animals kept in the residence	<input checked="" type="checkbox"/>				
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill		<input checked="" type="checkbox"/>			
7	Monitoring wells or test equipment		<input checked="" type="checkbox"/>			
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils on the Property		<input checked="" type="checkbox"/>			
9	Mine shafts, tunnels or abandoned wells on the Property		<input checked="" type="checkbox"/>			
10	Within governmentally designated geological hazard or sensitive area		<input checked="" type="checkbox"/>			
11	Within governmentally designated flood plain or wetland area		<input checked="" type="checkbox"/>			
12	Dead, diseased or infested trees or shrubs		<input checked="" type="checkbox"/>			
13	Environmental assessments, studies or reports done involving the physical condition of the Property		<input checked="" type="checkbox"/>			
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		<input checked="" type="checkbox"/>			
15	Interior of improvements of Property tobacco smoke-free	<input checked="" type="checkbox"/>				
16	Other environmental problems		<input checked="" type="checkbox"/>			

Buyer(s) Initials _____

Seller(s) Initials _____

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

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

ADVISORY TO SELLER:

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

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

BRAD R KNEPPER

Date: 1/15/2012

Seller: **BRAD R KNEPPER**

PATRICIA J KNEPPER

Date: 1/15/2012

Seller: **PATRICIA J KNEPPER**

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects and vermin including termites;
- d. the legal use of the Property and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The

Buyer(s) Initials _____

Seller(s) Initials _____

term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include constructive knowledge or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filed 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)

CTM eContracts - ©2011 CTM Software Corp.

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: **6485 W LONG 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)	01/12/2012	2622+1479
<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: 1/12/2012
 Alan J. Smith

The undersigned acknowledge receipt of this disclosure.

BRAD R KNEPPER Date: 1/15/2012
 Seller: **BRAD R KNEPPER**

PATRICIA J KNEPPER Date: 1/15/2012
 Seller: **PATRICIA J KNEPPER**

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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: 1/12/2012

9
10 **1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.** This Source of Water
11 Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller
12 and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No.
13 **6485 W LONG 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 & Sewer District
26 1600 W. 12th Avenue Denver, CO
27 Address: 80254
28 Web Site: http://www.denverwater.org
29 Phone No.: 303-893-2444

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 BRAD R KNEPPER
39 Seller: **BRAD R KNEPPER** Date: 1/15/2012
40

41 PATRICIA J KNEPPER
42 Seller: **PATRICIA J KNEPPER** Date: 1/15/2012
43

44 Buyer: _____ Date: _____
45

46
47 Buyer: _____ Date: _____
48

RE/MAX Professionals **RE/MAX Professionals**
8500 West Bowles Avenue Suite 100 Littleton, CO 80123
Alan J. Smith Broker/Owner The Alan Smith Team
Ph: 303.932.3306 Fax: 303.973.3439

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

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

CLOSING INSTRUCTIONS

Date: 1/12/2012

1. PARTIES, PROPERTY. **BRAD R KNEPPER and PATRICIA J KNEPPER**, Seller, and _____, Buyer, engage **Colorado Professionals Title, 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. **6485 W LONG 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).

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 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,

Buyer(s) Initials _____

Seller(s) Initials _____

54 provided the Earnest Money check has cleared.

55

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

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

69

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

76

77 **13 . WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue
78 may require Closing Company to withhold a substantial portion of the proceeds of this sale when
79 Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should
80 inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

81

82 **14 . ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
83 Colorado Real Estate Commission.)

84 n/a

85

86 **15 . COUNTERPARTS.** This document may be executed by each party, separately, and when
87 each party has executed a copy, such copies taken together shall be deemed to be a full and
88 complete contract between the parties.

89

90 **16 . BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies
91 of all signed documents that such brokers are required to maintain pursuant to the rules of the
92 Colorado Real Estate Commission.

93 **17 . NOTICE, DELIVERY AND CHOICE OF LAW.**

94 **17.1 Physical Delivery.** Except as provided in § 17.2, all notices must be in writing.
95 Any notice or document to Buyer shall be effective when physically received by Buyer, any individual
96 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
97 document to Seller shall be effective when physically received by Seller, any individual seller, any
98 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
99 Closing Company shall be effective when physically received by Closing Company, any individual of
Closing Company, or any representative of Closing Company.

100 **17.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
101 written notice may be delivered in electronic form by the following indicated methods only:

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

104 **17.3 . Choice of Law.** This contract and all disputes arising hereunder shall be governed
105 by and construed in accordance with the laws of the State of Colorado that would be applicable to
106 Colorado residents who sign a contract in this state for property located in Colorado.

107

108

109 Buyer: _____ Date: _____

110

Buyer(s) Initials _____

Seller(s) Initials _____

111 Address:
112 Address:
113 Phone No.:
114 Fax No.:
115 Electronic Address:
116
117 Buyer: _____ Date: _____

118
119 Address:
120 Address:
121 Phone No.:
122 Fax No.:
123 Electronic Address:
124

125 **BRAD R KNEPPER** _____ Date: 1/15/2012

126 Seller: **BRAD R KNEPPER**
127 Address:
128 Address:
129 Phone No.: 7202838843
130 Fax No.:
131 Electronic Address: BKNEPPER@ALLCOPYPRODUCTS.COM
132

133 **PATRICIA J KNEPPER** _____ Date: 1/15/2012

134 Seller: **PATRICIA J KNEPPER**
135 Address:
136 Address:
137 Phone No.:
138 Fax No.:
139 Electronic Address: KNEPPER20@MSN.COM
140

141
142 **Closing Company: Colorado Professionals Title, LLC**
143

144 _____ Date: _____

145 By: **Marcia Wallis**
146 Authorized Signature _____ Title: _____
147 Address: 8500 Bowles Ave., #100A
148 City: Littleton, CO 80123
149 Phone No.: 303-932-3315
150 Fax No.: 303-932-3363
151 Electronic Address: mwallis@coprotitle.com
152

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

154
155 Alan J. Smith (Broker) Working with Seller Working with Buyer
156 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ n/a
157 at the sole expense of Broker, the following legal documents:
158

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

159 Deed Bill of Sale Colorado Real Estate Commission approved Promissory
160 Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees
161 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions
162 of the Contract.

163

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


166

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

169

170

171

Broker:  Date: 1/12/2012
Alan J. Smith

172

173 Closing Company: **Colorado Professionals Title, LLC**

174

175 _____ Date: _____

176 By: **Marcia Wallis**

177 Authorized Signature Title: _____

178

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

CTM eContracts - ©2011 CTM Software Corp.

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