



FIRE Incorporated
 482 Sunshine Lane Evergreen, CO 80439
 Tania K. Leider - Owner, CCIM, CDPE, CNE, RDC Pro, CIPS, CMAS,
 ALHS web: www.fireincorporated.com
 Ph: 303-674-3004 Fax: 303-674-4008

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: **7097 S Julie Lane Evergreen CO 80439**

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	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> FHA	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> ANSI	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> Local standard <i>n/a</i>	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> Other <i>n/a</i>	<i>n/a</i>	<i>n/a</i>

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)	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> Building plans (Date of document)	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> Assessor's office (Date of document)	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> Other <i>n/a</i>	<i>n/a</i>	<i>n/a</i>

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: *T. Leider* Date: 7/20/2010
Tania K. Leider - Owner, CCIM, CDPE, CNE, RDC Pro, CIPS, CMAS, ALHS web: www.fireincorporated.com

The undersigned acknowledge receipt of this disclosure.

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SF 94-5-04 SQUARE FOOTAGE DISCLOSURE CTM eContracts - ©2010 CTM Software Corp.



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INCORPORATED

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Lead-Based Paint Disclosure (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

7097 S Julie Lane Evergreen CO 80439

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 penalty up to \$10,000 (plus adjustment 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

(a) 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.

(b) Presence of lead-based paint and/or lead-based paint hazards (check one box below):

- Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
- Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

n/a

(c) Records and reports available to Seller (check one box below):

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

n/a

Buyer's Acknowledgment

- (d) Buyer has read the Lead Warning Statement above and understands its contents.
- (e) Buyer has received copies of all information, including any records and reports listed by Seller above.
- (f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- (g) 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.
- (h) 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 Section 10 of the

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

- 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: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Listing Brokerage Firm's Name: FIRE Incorporated

Real Estate Licensee (Listing)

Broker: *J. C. Cole* Date: 7/20/2010

Real Estate Licensee (Selling):

Selling Broker: _____ Date: _____

LP 45-5-04 LEAD PAINT BASE DISCLOSURE (SALES)

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

CLOSING INSTRUCTIONS

Date: 7/20/2010

1. PARTIES, PROPERTY. Seller, and _____ Buyer, engage _____, 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: **7097 S Julie Lane Evergreen CO 80439** 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) 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 \$ _____ 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 and 9.

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 disbursing 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. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder shall release the Earnest Money as directed by written mutual instructions, signed by both Buyer and Seller. 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

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

53 parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs
54 and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest
55 Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)
56 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money
57 Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money
58 to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded
59 the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money
60 pursuant to the Order of the Court.

61

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

64

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

71

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

76

77 **13. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
78 Colorado Real Estate Commission.)

79

80

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

84

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

88

89 **16. NOTICE, DELIVERY AND CHOICE OF LAW.**

90 **16.1. Physical Delivery.** Except as provided in § 16.2, all notices must be in writing.
91 Any notice or document to Buyer shall be effective when physically received by Buyer, any individual
92 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
93 document to Seller shall be effective when physically received by Seller, any individual seller, any
94 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
95 Closing Company shall be effective when physically received by Closing Company, any individual of
96 Closing Company, or any representative of Closing Company.

97 **16.2. Electronic Delivery.** As an alternative to physical delivery, any signed document and
98 written notice may be delivered in electronic form by the following indicated methods only:

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

100 **16.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
101 by and construed in accordance with the laws of the State of Colorado that would be applicable to
102 Colorado residents who sign a contract in this state for property located in Colorado.

103

104

105 Buyer: _____ Date: _____

106

107 Address:

108 Address:

109 Phone No.:

110 Fax No.:

111 Email Address:

112

113 Buyer: _____ Date: _____

114

115 Address:

116 Address:

117 Phone No.:

118 Fax No.:

119 Email Address:

120

121 Seller: _____ Date: _____

122

123 Address:

124 Address:

125 Phone No.:

126 Fax No.:

127 Email Address:

128

129 Seller: _____ Date: _____

130

131 Address:

132 Address:

133 Phone No.:

134 Fax No.:

135 Email Address:

136

137

138 **Closing Company:**

139

140 By: _____ Title: _____ Date: _____
Authorized Signature

141 Address:

142 City:

143 Phone No.:

144 Fax No.:

145 Email Address:

146

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

148

149 Tania K. Leider - Owner, CCIM, CDPE,

CNE, RDC Pro, _____ (Broker) Working with Seller Working with Buyer

150 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ _____

151 at the sole expense of Broker, the following legal documents:

152

153 Deed Bill of Sale Colorado Real Estate Commission approved Promissory

154 Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees

155 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions

156 of the Contract.

157

158 The documents stated above shall be subject to Broker's review and approval and Broker

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

160

161 Brokerage Broker Firm's Name: FIRE Incorporated

162 _____ Date: _____

163 Broker:

164

165 **Closing Company:**

166

167 By _____ Title: _____ Date: _____
Authorized Signature

168

169 **CL8-9-08. CLOSING INSTRUCTIONS**

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