

ATTENTION BROKERS

If your client is interested in presenting an offer on this property, please, take one of these packets. Fax offer's to 303-845-6521 with a follow up phone call to 720-530-5661 to let us know to look for the offer.

Please include the following signed copies along with your offer:

- Sellers Property Disclosure
- Square Footage Disclosure
- Source Of Water Addendum To Contract To Buy and Sell Real Estate
- Lead-Based Paint Disclosure
- Closing Instructions
- Pre-qualification letter with Lender contract information

Our Main Office Is Located At:

**RE/MAX AFFILIATES
1019 8TH St.
Golden, CO 80401
303-277-1322 Main Office**

Earnest Money (\$2,500):

**Payable to First American Title Insurance Company.
Please deliver earnest money check with original contract and documents to our offices within 24 hours of acceptance of contract.**

Listing Broker Information:

**Sally Ann Roper
Direct: 303-215-8822
Cell: 720-530-5661
E-Fax: 303-845-6521
E-Mail: SallyAnnRoper@aol.com
Website: www.RealEstateInvestmentsForYou.com**



RE/MAX®

AFFILIATES

1019 8th Street
Golden, Colorado 80401

Direct: 303-215-8822

(303) 845-6521 (Fax)

email: SallyAnnRoper@aol.com



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 the best of 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: Monday, May 3, 2010

Property Address:

1020 5th St.

Golden

COLORADO

80403

Seller:

Erik Oerter

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				
9 Building code, city or county violations			X		<i>denial</i>

B. ROOF	Yes	No	Do Not Know	N/A	COMMENTS
1 Roof problems		X			
2 Roof material <i>Comp Shingle</i> Age <i>?</i>					
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			

The printed portions of this form, except **differentiated** additions, have been approved by the Colorado Real Estate Commission. (SPD 29- 5-09)

(Mandatory 7-09)

RE/MAX Affiliates

Buyer's Initials: _____

Seller's Initials: EO

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		IN WORKING CONDITION					
C.	APPLIANCES	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
1	Built-in vacuum system & accessories		X				
2	Clothes dryer		X				
3	Clothes washer		X				
4	Dishwasher	X					New
5	Disposal	X					New
6	Freezer		X				
7	Gas Grill		X				
8	Hood	X					
9	Microwave oven	X					New
10	Oven	X					
11	Range	X					
12	Refrigerator	X					
13	T.V. antenna: <input type="checkbox"/> Owned <input type="checkbox"/> Leased		X				Excluded
14	Satellite system or DSS dish: <input type="checkbox"/> Owned <input type="checkbox"/> Leased						
15	Trash Compactor		X				

		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased		X				
2	Smoke/fire detectors: <input checked="" type="checkbox"/> Battery <input 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 <u>220</u> Amps <u>100</u>	X					
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) # <u>2</u>	X					
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
1	Air conditioning:						
	Evaporative cooler	X					
	Window units		X				
	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				

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Seller's Initials: EO

0486 1012312210279

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		IN WORKING CONDITION					
E.	MECHANICAL (Continued)	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
8	Steam room/shower		X				
9	Pool		X				
10	Heating system: <i>Hot water</i> Type Gas Fuel <i>Gas</i> Type _____ Fuel _____	X					
11	Water heater: Number of _____ Fuel type <i>Gas</i> Capacity <i>40</i>	X					
12	Fireplace: Type _____ Fuel <i>Wood</i>			X			<i>Never Burned mit</i>
13	Fireplace insert		X				
14	Stove: Type _____ Fuel _____		X				
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input checked="" type="checkbox"/> Do not know						
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased		X				
17	Radiant heating system: <input checked="" type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type <i>Electric</i>						<i>in New Bath</i>
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
1	Water filter system: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	X	X				<i>On Kitchen Sink</i>
2	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased		X				
3	Sewage problems: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know						<i>Sometimes roots in line</i>
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					<i>New</i>
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 type="checkbox"/> No <input checked="" 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				

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(Mandatory 7-09)

RE/MAX Affiliates

Buyer's Initials: _____

Seller's Initials: *ED*

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IN WORKING CONDITION						
G.	OTHER DISCLOSURES - IMPROVEMENTS	Yes	No	Do Not Know	N/A	COMMENTS
1	Included fixtures and equipment in working condition	X				
2						
3						
4						

II. GENERAL

H.	USE, ZONING & LEGAL ISSUES	Yes	No	Do Not Know	N/A	COMMENTS
1	Zoning violation, variance, conditional use, 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	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	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>City of Golden</u> Address: _____ Web Site: _____ Phone No: _____					

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RE/MAX Affiliates

Buyer's Initials: _____
5/3/2010 12:37 PM

Seller's Initials: ED 0486 1012312210279

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J.	WATER & SEWER SUPPLY (Continued)	Yes	No	Do Not	COMMENTS
	<input checked="" 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	Yes	No	Do Not Know	N/A	COMMENTS
	Do any of the following conditions now exist or have they ever existed:					
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	Pets kept on the Property	X				
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill		X			
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	Yes	No	Do Not Know	N/A	COMMENTS
1	Property is part of an owners' association		X		X	
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		X		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		X	

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RE/MAX Affiliates

Buyer's Initials: _____
5/3/2010 12:37 PM

Seller's Initials: ED 0486 1012312210279

M.	OTHER DISCLOSURES - GENERAL	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			
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						

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: Erik Oerter Date: 5/3/10 Seller: _____ Date: _____

ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to the best of 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 the best of "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: _____

The printed portions of this form, except **differentiated** additions, have been approved by the Colorado Real Estate Commission. (SPD 29- 5-09) (Mandatory 7-09)



RE/MAX®

AFFILIATES

1019 8th Street
Golden, Colorado 80401

Direct: 303-215-8822

(303) 845-6521 (Fax)

email: SallyAnnRoper@aol.com



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. Check applicable boxes below.

Property Address:

1020 5th St.

Golden

COLORADO

80403

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>05/03/2010</u>	<u>1023</u>
<input checked="" type="checkbox"/>	Other <u>Unfinished Basement</u>	<u>05/03/2010</u>	<u>495</u>

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: Sally Ann Roper Date: MONDAY, MAY 3, 2010

The undersigned acknowledge receipt of this disclosure.

Seller: Erik Oerter Date: 5/3/10 Seller: _____ Date: _____

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

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email: SallyAnnRoper@aol.com



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

Date: Monday, May 3, 2010

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. 1020 5th St.

Golden

COLORADO

80403

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.

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: CITY OF GOLDEN PUBLIC WORKS

Address: 1445 10th St. Golden, CO 80401

Web Site: http://ci.golden.co.us

Phone No.: 303-384-8151

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: Erik Oerter Date: 5/3/10 Seller: _____ Date: _____

The printed portions of this form, except **differentiated** additions, have been approved by the Colorado Real Estate Commission. SWA35-8-07 (Mandatory 1-08)



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Golden, Colorado 80401

Direct: 303-215-8822

(303) 845-6521 (Fax)

email: SallyAnnRoper@aol.com

Lead-Based Paint Disclosure (Sales)



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

1020 5th St.

(Street Address)

Golden

City

COLORADO

State

80403

Zip)

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):

NOT APPLICABLE

- (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):

NOT APPLICABLE

The printed portions of this form, except **differentiated** additions, have been approved by the Colorado Real Estate Commission. (LP45-5-04)

RE/MAX Affiliates

Buyer's Initials: _____

Seller's Initials: SR

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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 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.

Seller:  Date: 5/3/10 Seller: _____ Date: _____
 Erik Oerter

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

Real Estate Licensee (Listing)

By: (Signature) 
 Sally Ann Roper

Real Estate Licensee (Selling)

By: (Signature) _____

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CLOSING INSTRUCTIONS



Date: Monday, May 3, 2010

1. PARTIES, PROPERTY.

Erik Oerter

, Seller, and

, Buyer, engage First American Title Insurance Company, 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. 1020 5th St. Golden COLORADO 80403

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) 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 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 party 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.

The printed portions of this form, except **differentiated** additions, have been approved by the Colorado Real Estate Commission. (CL8-9-08) (Mandatory 1-09)

RE/MAX Affiliates

Buyer's Initials: _____

Seller's Initials: EO

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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 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.

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

11. 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.

12. 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.

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

None Other

14. 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.

15. 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.

16. NOTICE, DELIVERY AND CHOICE OF LAW.

16.1. Physical Delivery. Except as provided in § 16.2, 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.

16.2. 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.

16.3. 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. (CL8-9-08) (Mandatory 1-09)

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

Seller: Erik Oerter Date: 5/3/10 Seller: _____ Date: _____

Date: _____

Closing Company's Name: _____

First American Title Insurance Company

Authorized Signature **Gee Singh** Title _____

Address: 201 UNION Blvd Suite 100 LAKEWOOD, CO 80228

Phone No.: 303-989-2884 Fax No.: 877-358-4527 Email Address: geesingh@firstam.com

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

Sally Ann Roper (Broker)

Working with Seller Working with Buyer engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ **\$5.00** 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 Affiliates**

Date: 5/3/2010 Broker's Name: Sally Ann Roper
Broker's Signature: Sally Ann Roper

Date: _____

Closing Company's Name: **First American Title Insurance Company**

Authorized Signature _____ Title _____

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