

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.

(SPD19-6-17) (Mandatory 1-18)

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

**SELLER'S PROPERTY DISCLOSURE  
(RESIDENTIAL)**

**THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.**

Seller states that the information contained in this Disclosure is correct to **Seller's CURRENT ACTUAL KNOWLEDGE** as of this Date. **Any changes must be disclosed by Seller to Buyer promptly after discovery. Seller's failure to disclose a known material defect may result in legal liability.** If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this Disclosure or not. If the Property is part of a Common Interest Community, this Disclosure is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this Disclosure to prospective buyers.

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

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

Date: **5/9/2020**

Property Address: **104 Ski Road, Evergreen, CO 80439**

Seller: **Ross Gordon Fraser**

Year Built: **1964**

**I. IMPROVEMENTS**

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

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

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

4		
5		<input type="checkbox"/>

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

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

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

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

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

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

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

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

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

8				
9				

<b>SOURCE OF WATER &amp; WATER SUPPLY:</b>	
<b>H.</b>	Do you know of the following on the Property:
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input type="checkbox"/> Cistern <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: _____ Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No.  The <b>Water Provider</b> for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____  <b>SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.</b>

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

<b>SEWER - Other Information:</b>	
<b>I-1.</b>	Do you know of the following on the Property:
1	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other If the Property is served by an on-site septic system, provide buyer with a copy of the permit. Type of septic system: <input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon
2	If a septic system, date latest Individual Use Permit issued: _____
3	If a septic system, date of latest inspection: _____
4	If a septic system, date of latest pumping: _____
5	
6	

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

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

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

## II. GENERAL

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

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

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

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

O. COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY:			
If you know of any of the following NOW EXISTING check the "Yes" column:		Yes	Comments

1	Property is part of an owners' association		
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		
3	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)		
4	Problems or defects in the Common Elements or Limited Common Elements of the Association Property		
5			
6			

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

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

#### ADVISORY TO SELLER:

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

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

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

Seller: **Ross Gordon Fraser**

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

#### ADVISORY TO BUYER:

1. Even though Seller has answered the above questions to Seller's current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters:
  - a. the physical condition of the Property;
  - b. the presence of mold or other biological hazards;
  - c. the presence of rodents, insects and vermin including termites;
  - d. the legal use of the Property and legal access to the Property;
  - e. the availability and source of water, sewer, and utilities;
  - f. the environmental and geological condition of the Property;
  - g. the presence of noxious weeds; and
  - h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer

Initials \_\_\_\_\_

decides whether to purchase the Property.

2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The term "current actual knowledge" is intended to limit Seller's disclosure only to facts actually known by the Seller and does not include "constructive knowledge" or "common knowledge" or what Seller "should have known" about the Property. The Seller has no duty to inspect the Property when this Disclosure is filled in and signed.
3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.
4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.
5. Whether any item is included or excluded is determined by the contract between Buyer and Seller and not this Seller's Property Disclosure.
6. Seller does not warrant that the Property is fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.
7. Buyer receipts for a copy of this Disclosure.

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

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

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**SPD19-6-17. SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)**

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**PROPERTY ADDENDUM  
104 Ski Road  
Evergreen, Colorado 80439**

- **Proper Division of Land:**

The proper creation of parcels in unincorporated areas of the county by the Planning & Zoning Department is an important issue. **Buyer should verify that this property has been properly created.**

**Buyer is advised to contact the County Planning & Zoning Department and buyer's own attorney to confirm that this parcel was created in accordance with their rules and regulations prior to buying this property.**

- **Roads & Access:**

Buyer should investigate whether roads to the property are owned and/or maintained by the state or county. If roads are private, buyer should obtain all agreements that govern the use and maintenance of the roads and seek legal advice about how the agreements affect the property. **Buyer should investigate that there is legal ingress/egress to the property and that the actual access is where it is legally permitted.**

- **Well Information:**

On 5/13/20, the Colorado Division of Water Resources web site at <http://www.water.state.co.us/> provided the attached well permit/log information for this property.

**Buyer is advised to obtain their own information regarding the well from the Colorado Division of Water Resources. Buyer is further advised to obtain an independent well inspection from any professional well company or inspector of Buyer's choosing.**

- **Septic Information:**

On 5/13/20, the Clear Creek County Department of Health and Environment at (303) 679-2333 provided the following septic system information for this property:

Septic permit number:	SEHU2015-0059
# of bedrooms served by septic:	2
# of persons served by septic:	4
Tank size:	700
Date finalized:	7/22/2015

**Buyer is advised to obtain their own information regarding the septic system from the County Department of Health. Buyer is further advised to obtain an independent septic system inspection from any professional septic company or inspector of Buyer's choosing and to consult an attorney if Buyer has any questions about the regulations.**

---

Buyer signature

Date



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

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

Property Address: **104 Ski Road, 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:

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

**2. Other Source of Measurement :**

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

Source of Square Footage Information	Date	Square Footage
<input type="checkbox"/> Prior appraisal (Date of document)		
<input type="checkbox"/> Building plans (Date of document)		
<input checked="" type="checkbox"/> Assessor's office (Date obtained)	<b>05/09/2020</b>	<b>1176</b>
<input type="checkbox"/> Other		

Measurement may not be exact and is for the purpose of marketing ONLY. Measurement is not for loan, valuation or other purposes. **If exact square footage is a concern, the property should be independently measured.**

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed by Buyer on or before any applicable deadline in the contract.

Broker:

  
**Peg Schroeder**Date: **5/9/2020**

The undersigned acknowledge receipt of this disclosure.

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

Seller: **Ross Gordon Fraser**

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

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

**(SF94-5-18) SQUARE FOOTAGE DISCLOSURE** CTM eContracts - ©2020 MRI Software LLC - All Rights Reserved

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

**Lead-Based Paint Disclosure (Sales)**

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

**104 Ski Road, 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 base penalty up to \$11,000 (plus adjustment for inflation) . The current penalty is up to \$16,000 for each violation.**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment**

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
  - ☐ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
  - ☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
3. Records and reports available to Seller (check one box below):
  - ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
  - ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

**Buyer's Acknowledgment**

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".

7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
- ☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
  - ☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's obligations and is aware of licensee's responsibility to ensure compliance.

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#### Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

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


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

\_\_\_\_\_  
Date: \_\_\_\_\_  
Seller: **Ross Gordon Fraser**

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

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

#### Real Estate Licensee (Listing)

Broker:  \_\_\_\_\_ Date: **5/9/2020**  
Listing Broker: **Peg Schroeder**

#### Real Estate Licensee (Selling):

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

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**(LP 45-9-12) LEAD-BASED PAINT DISCLOSURE (SALES)**

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Buyer(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

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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: 5/9/2020

**1. PARTIES, PROPERTY.** Ross Gordon Fraser, (Seller),  
and ,  
(Buyer), engage Land Title Guarantee 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.  
104 Ski Road, Evergreen, CO 80439,  
and more fully described in the Contract to Buy and Sell Real Estate, dated 05/09/2020, including  
any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing  
instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the  
Contract are incorporated herein by reference. In the event of any conflict between this Agreement and  
the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this  
Agreement.

**2. TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company ☒ **Agrees** ☐ **Does Not**  
agree that: upon completion of a satisfactory title search and examination, it will furnish a Title  
Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have  
been fulfilled. Closing Company ☒ **Agrees** ☐ **Does Not** agree to furnish copies of Exceptions.

**3. INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any  
information necessary for the Closing. Closing Company agrees to, deliver and record all documents  
required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary  
to carry out the terms and conditions of the Contract.

**4. PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents  
to carry out the terms and conditions of the Contract to include:

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

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

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

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

**5. CLOSING FEE.** Closing Company will receive a fee of \$ 350 for providing closing and settlement services (Closing Fee).

**6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§10, 11 and 12.

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

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

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

**10. FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

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



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

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

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

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

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

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

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

111 **16. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the  
112 Colorado Real Estate Commission.)  
113

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

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

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

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

125 **19.2 Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in  
126 electronic form to another party at the electronic address of the recipient by facsimile, email or  
127 no fax.

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

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

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

Address:

Phone No.:

Fax No.:

Email Address:

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

Address:

Phone No.:

Fax No.:

Email Address:

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

Seller: **Ross Gordon Fraser**

Address:

Phone No.:

Fax No.:

Email Address:

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



Address:

Phone No.:

Fax No.:

Email Address:

**Closing Company's Name:** Land Title Guarantee Company

\_\_\_\_\_  
By: **Nancy Macbeth** Date: \_\_\_\_\_

Authorized Signature Title:

Address: 3064 Whitman Dr Suite 201  
Evergreen, CO 80439

Phone No.: 303-674-4493

Fax No.: 303-393-4901

Email Address: nmacbeth@ltgc.com

---

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

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Initials \_\_\_\_\_

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

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

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

Date: 5/9/2020

**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. **104 Ski Road, Evergreen, CO 80439**

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

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

☐ **2.1** The Property's source of water is a Well. Well Permit #: TBD  
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:  
Address:  
Web Site:  
Phone No.:

☐ **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.**

\_\_\_\_\_  
Seller: Ross Gordon Fraser Date: \_\_\_\_\_

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

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

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

---

**SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.**

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**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

1364

**WELL PERMIT NUMBER** 19977 - A  
DIV. 1 WD 9 DES. BASIN MD

APPLICANT

Lot: 9C Block: Filing: 1 Subdiv: BROOK FOREST ESTATES

THERESA POULSON FAMILY TRUST  
C/O JAMES DRILLING CO  
6235 W 56TH AVE  
ARVADA, CO 80002-

(303) 420-5181

APPROVED WELL LOCATION

CLEAR CREEK COUNTY

NE 1/4 SW 1/4 Section 36  
Township 5 S Range 72 W Sixth P.M.

DISTANCES FROM SECTION LINES

Ft. from Section Line  
Ft. from Section Line

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: Northing:

**PERMIT TO CONSTRUCT A WELL**

**ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT**

**CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(c) for the relocation of an existing well, permit no. 19977. The old well must be plugged in accordance with Rule 16 of the Water Well Construction Rules within ninety (90) days of completion of the new well. The enclosed Well Abandonment Report form must be completed and submitted to affirm that the old well was plugged.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than one (1) single family dwelling(s), the irrigation of not more than 1,500 square feet of home gardens and lawns, and the watering of domestic animals. This well is to be located on 104 Ski Trail Rd., Clear Creek County.
- 5) The pumping rate of this well shall not exceed 15 GPM.
- 6) Pursuant to Rule 6.2.3 of the Water Well Construction Rules, the well construction contractor shall submit the as-built well location on work reports required by Rule 17.3 within 60 days of completion of the well. The measured location must be accurate to 200 feet of the actual location. The location information must include a GPS location (UTM coordinates) pursuant to the Division of Water Resources' guidelines. *A.D.B. 9-13-2010*

APPROVED  
ADB

State Engineer

DATE ISSUED 09-13-2010

By

EXPIRATION DATE 09-13-2012

Receipt No. 3647301

- [SEARCHING](#)
  - [Account Search](#)
  - [Sale Search](#)
- [Help?](#)
- [Logout public](#)

RECEIVED

SEP 13 2010

VALERIE JOHNSON  
STATE ENGINEER

## Account: R014609

### Location

Parcel Number 2085-363-01-090  
Tax Area Id County - 060  
Site Address 104 SKI RD  
Legal Summary Subdivision: BROOK FOREST  
ESTATE Lot: 9-C F1 & IMPS  
278/236 487/587

### Owner Information

Owner Name POULSOM THERESE A  
Owner Address 3052 71ST AVE SE  
MERCER ISLAND, WA 98040

### Assessment History

Actual (2010)	\$134,650
Assessed	\$10,720
Tax Area: 060 Mill Levy: 68.933	
Type	Actual Assessed Acres
RESIDENTIAL	\$134,650 \$10,720 1.000

### Transfers

No Transfer Documents

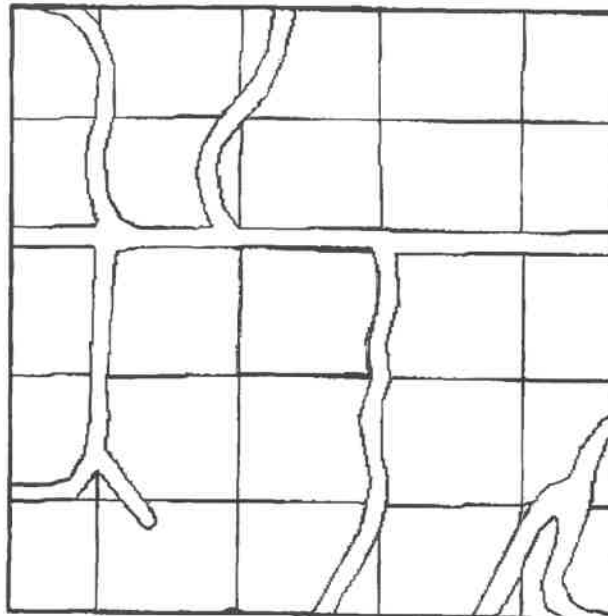
### Tax History

Tax Year	Taxes
*2010	\$738.96
2009	\$738.96

\* Estimated

### Images

- [GIS](#)



**Best Copy Available**

SECRET

SEP-08-2010 WED 01:17 PM EPA OFFICE OF WATER

FAX NO. 2065530165

P. 03

SEP 13 2010

WATER RESOURCES  
STATE ENGINEER

Colorado Division of Water Resources  
1313 Sherman Street—Room 818  
Denver, CO, 80203

To whom it may concern:

I authorize James Drilling to act as my agent to apply for my Water Well permit

*Theresa A. Poulson Family Trust, Susan Poulson, Trustee*

Owner

To fill out a Permit form for a well on a property we will need the following

Copy of the deed of the property  
Complete legal of property  
Authorization to sign as your agent for the well permit from owner  
Lot, Block, Filing number and acreage of property in Subdivision  
County that the property is in  
Complete name and mailing address and phone numbers of the owner  
Name on the permit has to be the same as on the property  
Numbers of acreage

We can obtain a GPS for you

6235 W. 56th Ave., Arvada, CO 80002 • (303) 420-5181 • 800-352-9017



CLEAR CREEK COUNTY  
Public and Environmental Health

1111 ROSE ST., 405 ARGENTINE ST, PO Box 2000, GEORGETOWN, CO 80444

**USE PERMIT**

PERMIT NUMBER: SEHU2015-0059

DATE ISSUED: 7/22/2015

DATE INSPECTED: 7/14/2015

DATE EXPIRED: 1/22/2016

PROPERTY ADDRESS: 104 SKI RD, EVERGREEN, CO 80439

**-- APPROVED --**

System Components		
	Type/Material:	Capacity/Size:
Primary Holding Tank:	CONCRETE	750 GALLONS/ 1 COMPARTMENT
Soil Treatment Area:	SEEPAGE PIT	UNKNOWN

Design Specifics		
	Engineered Design:	Inspection Report:
System Capacity (persons or bedrooms):	UNKNOWN	2 BEDROOMS
Wastewater Flow:	UNKNOWN	300 GALLONS PER DAY

System Records		
Permit Number:	Type:	Status:
NO RECORDS EXIST	/	/

**LIMITATIONS & DISCLAIMER**

Issuance of this Use Permit is based solely on the conditions observed on the date of inspection and on Department records at the time of permitting. The issuance of this permit does not constitute a guarantee, warranty or representation by the Department that the system will operate properly or will not fail. Please note that not all components of this system may be in compliance with the Clear Creek County On-Site Wastewater Treatment Regulations as the system was permitted prior to their adoption. Upon the repair or replacement of the system, or issuance of a building permit that would impact the system in any way, the appropriate permits must be obtained and the system will have to be brought in to compliance with the current OWTS regulations.

**ADDITIONAL OBSERVATIONS**

It was noted in the inspection report that during the time of inspection the line from the septic tank to the seepage pit was not functioning properly. The minor repair did not require. The septic line was repaired and is functioning properly.

  
Environmental Health Specialist

7/22/15  
Date

**Renewals:** This permit may be renewed ONCE, provided that the front page of the use permit renewal form is filled out and submitted to Clear Creek County on or prior to 1/22/2016. After that date, you must submit a new application with the appropriate updated inspection reports for the system. This document will be recorded as part of your property record.