



Kentwood City Properties  
 1660 17th St. #100 Denver, CO 80202  
 Jamie L. and/or Brian Harris Broker Associate, The Harris  
 Team  
 Ph: 303-820-2489 Fax: 303-484-3053

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

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

**CLOSING INSTRUCTIONS**

Date: 6/8/2010

**1. PARTIES, PROPERTY.** *Kathleen L. Huff Revocable Trust* Seller, and \_\_\_\_\_ Buyer, engage Land Title, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as: **1200 Acoma Street #201 Denver CO 80204** 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 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 disburser can assure that payoff of loans and other disbursements will actually be made.

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

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

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

**9. 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

Seller(s) Initials:

Buyer(s) Initials:

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 interpled  
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  
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:

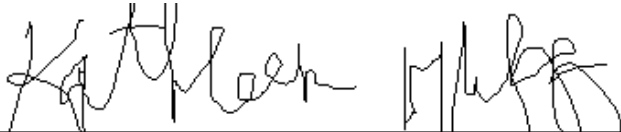

116 Address:

117 Phone No.:

118 Fax No.:

119 Email Address:

120

121  Date: 6/8/2010 

122 Seller: **Kathleen L. Huff Revocable Trust**

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: **Land Title**

139

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

141 By: **Marie Schmidt**

142 Authorized Signature Title: Land Title

143 Address:

144 City:

145 Phone No.:

146 Fax No.:

147 Email Address:

148

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

150

151 Jamie L. and/or Brian Harris (Broker)  Working with Seller  Working with Buyer

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

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

154

155  Deed  Bill of Sale  Colorado Real Estate Commission approved Promissory

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

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

158 of the Contract.

159

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


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

162

163 Brokerage Broker Firm's Name: **Kentwood City Properties**

164 **The Harris Team**

165

Seller(s) Initials: 

Buyer(s) Initials:

166

*Jamie L. Harris Brian Harris*

167

Broker: \_\_\_\_\_ Date: 6/8/2010

**Jamie L. and/or Brian Harris**

168

169 Closing Company: **Land Title**

170

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

172 By: **Marie Schmidt**

173 Authorized Signature Title: Land Title

174

175 CL8-9-08. CLOSING INSTRUCTIONS

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Seller(s) Initials: *AS*

Buyer(s) Initials:



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 Ph: 303-820-2489 Fax: 303-484-3053

**Mold Disclosure**

Date: 6/8/2010

Property Address: **1200 Acoma Street #201 Denver CO 80204**

**Spores and microscopic fragments of mold growth are a natural component of both outdoor and indoor air. However, when molds germinate and grow, they can produce large amounts of spores. Recently, concern has arisen that elevated levels of mold spores in indoor living or working environments may increase the risk of adverse health effects, particularly respiratory problems for certain individuals.**

**Not all molds are detectable by visual inspection. It is possible that a property may have a hidden mold problem that is unknown to the property owner.**

**To provide assurance that a property does not have mold or other health problems, the services of environmental professionals to conduct specific tests are available. Tests may include interior and exterior examination for airborne spores, carpet testing or other procedures deemed necessary by the environmental professional. Any visible mold should be professionally evaluated. Inspection reports or property disclosure documents showing evidence of past or present moisture, standing water or water intrusion may suggest the potential for the presence of mold.**

**If the presence of mold is a concern to the (potential) Buyer, it is recommended that the Buyer have independent environment professionals perform necessary testing at Buyer's expense. All inspections including those to detect molds will be completed within the inspection period established in the purchase contract. Any waiver or failure on the part of the Buyer to complete and obtain appropriate tests, including those for mold is against the advice of the Broker.**

**Seller and Buyer understand that Kentwood City Properties, LLC in no way warrants or guarantees the presence or absence of mold or other health hazards for the property.**

Brokerage Firm's Name: **Kentwood City Properties  
The Harris Team**

*Jamie Harris Broker Associate*

Broker: \_\_\_\_\_ Date: 6/8/2010

*Kathleen Huff*

: **Kathleen L. Huff Revocable Trust** Date: 6/8/2010 *klh*

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

Seller(s) Initials: *klh*



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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: **6/8/2010**

Property Address: **1200 Acoma Street #201 Denver 80204**

Seller: **Kathleen L. Huff Revocable Trust**

I. IMPROVEMENTS						
A. STRUCTURAL CONDITIONS	Yes	No	Do Not Know	N/A	COMMENTS	
1 Structural problems			<input checked="" type="checkbox"/>		Owner has never lived in the property	
2 Moisture and/or water problems			<input checked="" type="checkbox"/>			
3 Damage due to termites, other insects, birds, animals or rodents			<input checked="" type="checkbox"/>			
4 Damage due to hail, wind, fire or flood			<input checked="" type="checkbox"/>			
5 Cracks, heaving or settling problems			<input checked="" type="checkbox"/>			
6 Exterior wall or window problems			<input checked="" type="checkbox"/>			
7 Exterior Artificial Stucco (EIFS)			<input checked="" type="checkbox"/>			
8 Any additions or alterations made			<input checked="" type="checkbox"/>			
9 Building code, city or county violations			<input checked="" type="checkbox"/>			
B. ROOF	Yes	No	Do Not Know	N/A	COMMENTS	
1 Roof problems			<input checked="" type="checkbox"/>			
2 Roof material Age						
2 Roof material Age						
3 Roof leak: Past			<input checked="" type="checkbox"/>			
4 Roof leak: Present			<input checked="" type="checkbox"/>			
5 Damage to roof: Past			<input checked="" type="checkbox"/>			
6 Damage to roof: Present			<input checked="" type="checkbox"/>			
7 Roof under warranty until Transferable			<input checked="" type="checkbox"/>			
8 Roof work done while under current roof warranty			<input checked="" type="checkbox"/>			
9 Skylight problems			<input checked="" type="checkbox"/>			
10 Gutter or downspout problems			<input checked="" type="checkbox"/>			
IN WORKING CONDITION						
C. APPLIANCES	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
1 Built-in vacuum system & accessories					<input checked="" type="checkbox"/>	
2 Clothes dryer					<input checked="" type="checkbox"/>	
3 Clothes washer					<input checked="" type="checkbox"/>	
4 Dishwasher			<input checked="" type="checkbox"/>			
5 Disposal			<input checked="" type="checkbox"/>			
6 Freezer					<input checked="" type="checkbox"/>	

Seller(s) Initials: *KL*

Buyer(s) Initials:

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

**IN WORKING CONDITION**

D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
1	Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input type="checkbox"/> Hardwire			<input checked="" type="checkbox"/>			
3	Carbon Monoxide Alarm Battery <input type="checkbox"/> Hardwire					<input checked="" type="checkbox"/>	
4	Light fixtures			<input checked="" type="checkbox"/>			
5	Switches & outlets			<input checked="" type="checkbox"/>			
6	Aluminum wiring (110)			<input checked="" type="checkbox"/>			
7	Electrical: Amps			<input checked="" type="checkbox"/>			
8	Telecommunications (T1, fiber, cable, satellite)			<input checked="" type="checkbox"/>			
9	Inside telephone wiring & blocks/jacks			<input checked="" type="checkbox"/>			
10	Ceiling fans			<input checked="" type="checkbox"/>			
11	Garage door opener			<input checked="" type="checkbox"/>			<a href="#">access card for garage</a>
12	Garage door control(s) #					<input checked="" type="checkbox"/>	
13	Intercom/doorbell					<input checked="" type="checkbox"/>	
14	In-wall speakers					<input checked="" type="checkbox"/>	
15	220 volt service			<input checked="" type="checkbox"/>			
16	Landscape lighting					<input checked="" type="checkbox"/>	

**IN WORKING CONDITION**

E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
1	Air conditioning:						
	Evaporative cooler					<input checked="" type="checkbox"/>	
	Window units					<input checked="" type="checkbox"/>	
	Central			<input checked="" type="checkbox"/>			
2	Attic/whole house fan					<input checked="" type="checkbox"/>	
3	Vent fans			<input checked="" type="checkbox"/>			
4	Humidifier			<input checked="" type="checkbox"/>			
5	Air purifier					<input checked="" type="checkbox"/>	
6	Sauna					<input checked="" type="checkbox"/>	
7	Hot tub or spa					<input checked="" type="checkbox"/>	
8	Steam room/shower					<input checked="" type="checkbox"/>	
9	Pool					<input checked="" type="checkbox"/>	
10	Heating system: Type <a href="#">heat pump</a> Fuel <a href="#">gas</a> Type Fuel			<input checked="" type="checkbox"/>			
11	Water heater: Number of Fuel type Capacity			<input checked="" type="checkbox"/>			
12	Fireplace: Type Fuel					<input checked="" type="checkbox"/>	
13	Fireplace insert					<input checked="" type="checkbox"/>	
14	Stove: Type Fuel					<input checked="" type="checkbox"/>	
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input type="checkbox"/> Do not know					<input checked="" type="checkbox"/>	
16	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
17	Radiant heating system <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type					<input checked="" type="checkbox"/>	
18	Overhead door			<input checked="" type="checkbox"/>			
19	Entry gate system			<input checked="" type="checkbox"/>			

Seller(s) Initials: *bl*

Buyer(s) Initials:

20	Elevator			<input checked="" type="checkbox"/>			
IN WORKING CONDITION							
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
1	Water filter system <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
2	Water softener <input type="checkbox"/> Owned <input type="checkbox"/> Leased					<input checked="" type="checkbox"/>	
3	Sewage problems <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
4	Lift station (sewage ejector pump)					<input checked="" type="checkbox"/>	
5	Drainage, storm sewers, retention ponds			<input checked="" type="checkbox"/>			
6	Grey water storage/use			<input checked="" type="checkbox"/>			
7	Plumbing problems <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
8	Sump pump					<input checked="" type="checkbox"/>	
9	Underground sprinkler system					<input checked="" type="checkbox"/>	
10	Fire sprinkler system			<input checked="" type="checkbox"/>			
11	Polybutylene pipe <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
12	Galvanized pipe <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Do not know						
13	Backflow prevention device <input type="checkbox"/> Domestic <input type="checkbox"/> Irrigation <input type="checkbox"/> Fire <input type="checkbox"/> Sewage			<input checked="" type="checkbox"/>			
14	Irrigation pump			<input checked="" type="checkbox"/>			
15	Well pump			<input checked="" type="checkbox"/>			
G.	OTHER DISCLOSURES—IMPROVEMENTS	Yes	No	Do Not Know	N/A	COMMENTS	
1	Included fixtures and equipment in working condition			<input checked="" type="checkbox"/>			
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			<input checked="" type="checkbox"/>			
2	Notice or threat of condemnation proceedings			<input checked="" type="checkbox"/>			
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved			<input checked="" type="checkbox"/>			
4	Violation of restrictive covenants or owners' association rules or regulations			<input checked="" type="checkbox"/>			
5	Any building or improvements constructed within the past one year from this Date without approval by the Association or the designated approving body			<input checked="" type="checkbox"/>			
6	Notice of zoning action related to the Property			<input checked="" type="checkbox"/>			
7	Other legal action			<input checked="" type="checkbox"/>			
I.	ACCESS, PARKING, DRAINAGE & SIGNAGE	Yes	No	Do Not Know	N/A	COMMENTS	
1	Any access problems			<input checked="" type="checkbox"/>			
2	Roads, driveways, trails or paths through the Property used by others			<input checked="" type="checkbox"/>			
3	Public highway or county road bordering the Property			<input checked="" type="checkbox"/>			
4	Any proposed or existing transportation project that affects or is expected to affect the Property			<input checked="" type="checkbox"/>			
5	Encroachments, boundary disputes or unrecorded easements			<input checked="" type="checkbox"/>			
6	Shared or common areas with adjoining properties			<input checked="" type="checkbox"/>			
7	Requirements for curb, gravel/paving, landscaping			<input checked="" type="checkbox"/>			
8	Flooding or drainage problems: Past			<input checked="" type="checkbox"/>			
9	Flooding or drainage problems: Present			<input checked="" type="checkbox"/>			

Seller(s) Initials: *bl*

Buyer(s) Initials:

J.	WATER & SEWER SUPPLY	Yes	No	Do Not Know	N/A	COMMENTS
1	Water Rights Type <u>public</u>			<input checked="" type="checkbox"/>		
2	Water tap fees paid in full			<input checked="" type="checkbox"/>		
3	Sewer tap fees paid in full			<input checked="" type="checkbox"/>		
4	Subject to augmentation plan					
5	Well required to be metered					
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 checked="" type="checkbox"/> No. The <b>Water Provider</b> for the Property can be contacted at: Name: <u>Denver Water &amp; Sewer District</u> Address: <u>1600 W 12th Ave Denver, CO 80254</u> Web Site: <u>http://www.denverwater.org</u> Phone No.: <u>303-893-2444</u> <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]:  <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>					
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 <input type="checkbox"/> 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 <b>now exist or have they ever existed</b> :					
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents or petroleum products			<input checked="" type="checkbox"/>		
2	Underground storage tanks			<input checked="" type="checkbox"/>		
3	Aboveground storage tanks			<input checked="" type="checkbox"/>		
4	Underground transmission lines			<input checked="" type="checkbox"/>		
5	Pets kept on the Property		<input checked="" type="checkbox"/>			
6	Property used as, situated on, or adjoining a dump, land fill or municipal solid waste land fill			<input checked="" type="checkbox"/>		
7	Monitoring wells or test equipment			<input checked="" type="checkbox"/>		
8	Sliding, settling, upheaval, movement or instability of earth or expansive soils of the Property			<input checked="" type="checkbox"/>		
9	Mine shafts, tunnels or abandoned wells on the Property			<input checked="" type="checkbox"/>		
10	Within governmentally designated geological hazard or sensitive area			<input checked="" type="checkbox"/>		
11	Within governmentally designated flood plain or wetland area			<input checked="" type="checkbox"/>		
12	Dead, diseased or infested trees or shrubs			<input checked="" type="checkbox"/>		
13	Environmental assessments, studies or reports done involving the physical condition of the Property			<input checked="" type="checkbox"/>		
14	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells			<input checked="" type="checkbox"/>		
15	Interior of Improvements of Property tobacco smoke-free			<input checked="" type="checkbox"/>		
16	Other environmental problems			<input checked="" type="checkbox"/>		

L.	COMMON INTEREST COMMUNITY ASSOCIATION PROPERTY	Yes	No	Do Not Know	N/A	COMMENTS
1	Property is part of an owners' association	<input checked="" type="checkbox"/>				
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented			<input checked="" type="checkbox"/>		
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).			<input checked="" type="checkbox"/>		

M.	OTHER DISCLOSURES — GENERAL	Yes	No	Do Not Know	N/A	COMMENTS
1	Any part of the Property leased to others (written or oral)			<input checked="" type="checkbox"/>		in building there are leased units but 201 is not leased.

Seller(s) Initials: bl

Buyer(s) Initials:

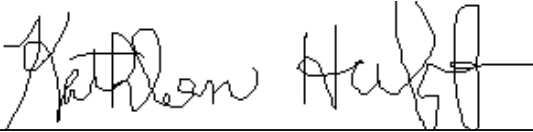
2	Written reports of any building, site, roofing, soils or engineering investigations or studies of the Property			<input checked="" type="checkbox"/>		
3	Any property insurance claim submitted (whether paid or not)			<input checked="" type="checkbox"/>		
4	Structural, architectural and engineering plans and/or specifications for any existing improvements			<input checked="" type="checkbox"/>		
5	Property was previously used as a methamphetamine laboratory and not remediated to state standards			<input checked="" type="checkbox"/>		
6	Government special improvements approved, but not yet installed, that may become a lien against the Property			<input checked="" type="checkbox"/>		

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

ADVISORY TO SELLER:

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

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



Date: 6/8/2010



Seller: **Kathleen L. Huff Revocable Trust**

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: \_\_\_\_\_

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SPD29-5-09 SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

CTM eContracts - ©2010 CTM Software Corp.

Seller(s) Initials: 

Buyer(s) Initials:



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

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: 6/8/2010

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 1200 Acoma Street #201 Denver CO 80204

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: Denver Water & Sewer District Address: 1600 W 12th Ave Denver, CO 80254 Web Site: http://www.denverwater.org Phone No.: 303-893-2444

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.

Handwritten signature of Kathleen L. Huff

Date: 6/8/2010

Seller: Kathleen L. Huff Revocable Trust

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

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

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



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: **1200 Acoma Street #201 Denver CO 80204**

**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 |                      |                       |
| <input type="checkbox"/> FHA                  |                      |                       |
| <input type="checkbox"/> ANSI                 |                      |                       |
| <input type="checkbox"/> Local standard       |                      |                       |
| <input type="checkbox"/> Other                |                      |                       |

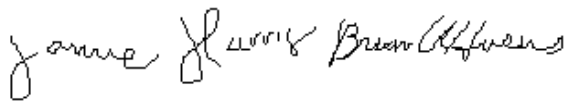
**2. Other Source of Measurement :**

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


- | <u>Source of Square Footage Information</u>                   | <u>Date</u>    | <u>Square Footage</u> |
|---|----------------|-----------------------|
| <input type="checkbox"/> Prior appraisal (Date of document)   |                |                       |
| <input type="checkbox"/> Building plans (Date of document)    |                |                       |
| <input type="checkbox"/> Assessor's office (Date of document) |                |                       |
| <input checked="" type="checkbox"/> Other Architectural Plans | <b>12/2004</b> | <b>2209 SF</b>        |

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

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

Listing Licensee:  Date: **6/8/2010**  
**Jamie L. and/or Brian Harris**

The undersigned acknowledge receipt of this disclosure.

 Date: **6/8/2010**  
 Seller: **Kathleen L. Huff Revocable Trust**

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

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

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