

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(SPD19-6-23) (Available 8-23, Mandatory 1-24)

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

THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Seller's Property Disclosure ("SPD") 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 adverse material fact** affecting the Property or occupant **may result in legal liability**. If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the Contract. 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 SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section O. Broker may deliver a copy of this SPD to prospective buyers.

SELLER: Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Note: Buyer and Seller should review the Advisory at the end of this SPD.

Date:

Property:

3018 Keystone Drive, Evergreen, CO 80439

Seller: **Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November 13, 2014**

Year Built: **1992**

Year Seller Acquired Property: **1995**

Note: The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

I. IMPROVEMENTS

A.	BUILDING CONDITIONS (all aspects of the Property to include decks and patios) If you know of any of the following problems EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Structural		
2	Moisture and/or water		
3	Damage due to termites, other insects, birds, animals, or rodents		
4	Damage due to hail, wind, fire, flood, or other casualty	<input checked="" type="checkbox"/>	New Roof and Gutters as well as painting of house were completed in 2010
5	Cracks, heaving or settling		
6	Exterior wall or window		
7	Exterior Artificial Stucco (EIFS)		
8	Subfloors		
9			
10			

B.	ROOF If you know of any of the following problems EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Roof leak		
2	Damage to roof		
3	Skylight		
4	Gutter or downspout		
5	Other roof problems, issues or concerns		
6			
7			
	ROOF - Other Information Do you know of the following on the Property:		
8	Roof under warranty until 2030 Transferable? <input type="checkbox"/> YES <input type="checkbox"/> NO		
9	Roof work done while under current roof warranty		
10	Roof material: Asphalt Age: 13 yrs		
11			

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

D.	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems NOW EXISTING with the following, check the "Yes" column:	Yes	Age If Known	Comments
1	Security system: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased			

2	Smoke/fire detectors: <input type="checkbox"/> Battery <input checked="" type="checkbox"/> Hardwire			Some battery and some hard wired
3	Carbon Monoxide Alarm: <input type="checkbox"/> Battery <input checked="" type="checkbox"/> Hardwire			some battery and some hard wired
4	Light fixtures			
5	Switches & outlets			
6	Telecommunications (T1, fiber, cable, satellite)			
7	Inside telephone wiring & blocks/jacks			
8	Ceiling fans			
9	Garage door opener and remote control # of remote/openers:			
10	Intercom/doorbell			
11	In-wall speakers			
12				
13				
	ELECTRICAL & TELECOMMUNICATIONS If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Electrical Service			
15	Aluminum wiring at the outlets (110)			
16	Solar panels: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
17	Wind generators: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
17	Electric Wiring or Panel			
18				
19				
	ELECTRICAL & TELECOMMUNICATIONS - Other Information: Do you know of the following on the Property:			
20	220 volt service			
21	Electrical Service: Amps 200			
22	Landscape Lighting			
23	Electrical Provider:			
24	Cable/TV provider Direct TV			
25	Seller's Internet Provider XFINITY			
26				

E.	MECHANICAL If you know of any problems NOW EXISTING 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	Sump pump(s): # of			
5	Recycle pump			

6				
7				

F. VENTILATION, AIR & HEAT If you know of any problems NOW EXISTING with the following, check the "Yes" column:		Yes	Age If Known	Comments
1	Heating System			
2	Evaporative cooler			
3	Window air conditioning units			
4	Central air conditioning			
5	Attic/whole house fan			
6	Vent fans			
7	Humidifier			
8	Air purifier			
9	Fireplace			
10	Fireplace insert			
11	Heating Stove			
12	Fuel tanks			
13				
14				
VENTILATION, AIR & HEAT - Other Information: Do you know of the following on the Property:				
15	Heating system (including furnace): Type <u>Forced Air</u> Fuel <u>Gas</u> Type _____ Fuel _____			
16	Fireplace: Type <u>Gas Insert</u> Fuel <u>Gas</u>			
17	Heating Stove: Type <u>Oven & stove</u> Fuel <u>Gas</u>			
18	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input checked="" type="checkbox"/> Do not know			
19	Fuel tanks: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
20	Radiant heating system: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Type _____			
21	Fuel Provider: <u>Xcel</u>			
22				

G. WATER If you know of any problems NOW EXISTING with the following, check the "Yes" column:		Yes	Age If Known	Comments
1	Water heater(s)			
2	Water filter system			
3	Water softener			
4	Water system pump			
5	Sauna			
6	Hot tub or spa			
7	Steam room/shower			

8	Underground sprinkler system			
9	Fire sprinkler system			
10	Backflow prevention device			
11	Irrigation pump			
12				
13				
	Water If you know of any problems EVER EXISTING with the following, check the "Yes" column:			
14	Water system (including lines and water pressure)			
15	Well			
16	Pool			
17	Irrigation system			
18				
19				
	WATER - Other Information: Do you know of the following on the Property:			
20	Water heater: Number of 1 Fuel type Gas Capacity 50 gal			
21	Water filter system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
22	Water softener: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
23	Master Water Shutoff Location:			
24	Well metered			
25	Well Pump: Date of last inspection Date of last service			
26	Galvanized pipe			
27	Polybutylene pipe			
28	Well Pump - GPM Date:			
29	Cistern water storage gallons			
30	Supplemental water purchased in past 2 years?			
31				

H.	SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:
1	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"/> Other <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 Water Provider for the Property can be contacted at: Name: Evergreen Metropolitan District Address: 30920 Stagecoach Blvd. Evergreen, CO 80439 Web Site: www.evergreenmetrodistrict.com Phone No.: 303-674-4112 <input type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: _____ SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

I. SEWER		
If you know of any problems EVER EXISTING with the following, check the "Yes" column:	Yes	Comments
1 Sewage system (including sewer lines)		
2 Lift station (sewage ejector pump)		
3		
4		
SEWER - Other Information Do you know of the following on the Property:		
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		
5 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		
6 Sewer service provider: Evergreen Metropolitan District		
7 Sewer line scoped? Date:		
8 If a septic system, date latest Individual Use Permit issued:		
9 If a septic system, date of latest inspection:		
10 If a septic system, date of latest pumping:		
11 Gray water storage/use		
12		

J. FLOODING AND DRAINAGE		
If you know of any problems EVER EXISTING with the following on the Property, check the "Yes" column:	Yes	Comments
1 Flooding or drainage		
2		
3		
DRAINAGE AND RETENTION PONDS - Other Information Do you know of the following on the Property:	Yes	Comments
4 Drainage, retention ponds		
5		

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

II. GENERAL

L. USE, ZONING & LEGAL ISSUES		
If you know of any of the following EVER EXISTING, check the "Yes" column:	Yes	Comments

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 before this Date without approval by the owner's associations or the designated approving body		
8	Any additions or alterations made with a Building Permit		
9	Any additions or non-aesthetic alterations made without a Building Permit		
10	Other legal action		
11	Any part of the Property leased to others (written or oral)		
12	Used for short-term rentals in the past year		
13	Grandfathered conditions or uses		
14			
15			

M. ACCESS & PARKING If you know of any of the following EVER EXISTING check the "Yes" column:		Yes	Comments
1	Any access problems, issues or concerns		
2	Roads, trails, paths, or driveways 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	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year		
9			
10			

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, methane, mill tailings, solvents, or petroleum products		
2	Underground storage tanks		
3	Aboveground storage tanks		
4	Underground transmission lines		
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill		
6	Monitoring wells or test equipment		
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property		

8	Mine shafts, tunnels, or abandoned wells on the Property		
9	Within a governmentally designated geological hazard or sensitive area		
10	Within a governmentally designated floodplain or wetland area		
11	Dead, diseased, or infested trees or shrubs		
12	Environmental assessments, studies, or reports done involving the physical condition of the Property		
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
14	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property		
15	Animals kept in the residence		
16	Other environmental problems, issues or concerns		
17	Odors		
18			
19			

O. RADON If you know of any of the following EVER EXISTING , check the "Yes" column:		Yes	Comments
1	Radon test(s) conducted on the Property. Include the most recent records and reports pertaining to radon concentrations within the Property.	<input checked="" type="checkbox"/>	Marginal high reading about 10 years ago. Did not pursue issue.
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.		
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.		
4			
5			

P. 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	<input checked="" type="checkbox"/>	
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property		
COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY If you know of any of the following EVER EXISTED , check the "Yes" column:			
4	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)		
5			
6			
COMMON INTEREST COMMUNITY - ASSOCIATION PROPERTY - Other Information: Name of the Owner's Associations governing the Property:			Contact Information
7	Owner's Association #1: The Ridge Association		KC & Assc 303-933-6279
8	Owner's Association #2:		
9	Owner's Association #3:		
10	Owner's Association #4:		

Q.	GENERAL DISCLOSURES If you know of any of the following EVER EXISTING , check the "Yes" column:	Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, or engineering investigations or studies of the Property		
2	Any property insurance claim submitted (whether paid or not)	<input checked="" type="checkbox"/>	Hail Damage 2010
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements		
4	Property was previously used as a methamphetamine laboratory and not remediated to state standards		
5	Government special improvements approved, but not yet installed, that may become a lien against the Property		
6	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property		
7	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions		
8	Property is located in a historic district		
9			
10			
	GENERAL - Other Information:		
11	Location of Mailbox and No. Across street on Baldy Lane #13		
12			

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 SPD 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.

In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose any such new adverse material fact to Buyer.

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

Colleen L Norrgard

Date: 1/10/2024

Seller: *Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November 13, 2014*

By: *COLLEEN L NORRGARD, Trustee*

Robert P Norrgard

Date: 1/10/2024

Seller: *Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November 13, 2014*

By: *ROBERT P NORRGARD, Trustee*

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 are satisfactory to Buyer:
 - 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, including zoning and legal access to the Property;
 - e. the availability and source of water, sewer, and utilities;
 - f. the environmental and geological condition of the Property;
 - g. the presence of noxious weeds; and
 - h. any other matters that may affect Buyer's use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.
2. Seller states that the information is correct to "Seller's current actual knowledge" as of the date of this form. The 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 investigate or inspect the Property or inclusions when this SPD 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 SPD.
6. Seller does not warrant that the Property or inclusions are 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 SPD.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

SPD19-6-23. SELLER'S PROPERTY DISCLOSURE (RESIDENTIAL)

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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: 1/8/2024

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. **3018 Keystone Drive, 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 #:
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: Evergreen Metropolitan District
Address: 30920 Stagecoach Blvd. Evergreen, CO 80439
Web Site: www.evergreenmetrodistrict.com
Phone No.: 303-674-4112

☐ **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.

Colleen L Norrgard

Date: 1/10/2024

Seller: *Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November 13, 2014*

By: *COLLEEN L NORRGARD, Trustee*

Robert P Norrgard

Date: 1/10/2024

40 Seller: *Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated
November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees
of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated
November 13, 2014*

By: ROBERT P NORRGARD, Trustee

41

42 Buyer: _____ Date: _____

43

44

45 Buyer: _____ Date: _____

46

**SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL
ESTATE.** CTM eContracts - ©2024 MRI Software LLC - All Rights Reserved

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF94-5-18) (Mandatory 1-19)

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: **3018 Keystone Drive, 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)	01/08/2024	4,866
<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:


Matt Bachus

Date:

1/8/2024

The undersigned acknowledge receipt of this disclosure.

Date: **1/10/2024**

Seller: *Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November 13, 2014*

By: *COLLEEN L NORRGARD, Trustee*

Robert P Norrgard

Date: 1/10/2024

Seller: *Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November 13, 2014*

By: *ROBERT P NORRGARD, Trustee*

Buyer: _____

Date: _____

(SF94-5-18) SQUARE FOOTAGE DISCLOSURE

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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-5-19) (Mandatory 7-19)

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

CLOSING INSTRUCTIONS

Date: 1/8/2024

1. PARTIES, PROPERTY. Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November 13, 2014, (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.

3018 Keystone Drive, Evergreen, CO 80439,

and more fully described in the Contract to Buy and Sell Real Estate, dated _____, 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

37 "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the
38 deed or written instructions for preparation of the deed to the Closing Company for Closing. For any
39 Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of
40 exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company
41 harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the
42 real estate broker working with either the Buyer or the Seller is not responsible for reviewing or
43 approving any deed not prepared by the real estate broker.

44 **4.2 Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract
45 or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing
46 Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as
47 their scrivener. The Buyer and Seller understand that the bill of sale is a legal document and it is
48 recommended that it be reviewed and approved by their respective attorneys.

49 **4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and
50 detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller.
51 Closing Statements will be prepared in accordance with the Contract and written instructions from the
52 Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the
53 Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an
54 Agreement to Amend/Extend Contract.

55 **5. CLOSING FEE.** Closing Company will receive a fee of \$ 400.00 for providing closing and
56 settlement services (Closing Fee).

57 **6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed
58 documents or things of value prior to receipt and disbursement of Good Funds, except as provided in
59 §§10, 11 and 12.

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

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

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

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

78 **11. RETURN OF EARNEST MONEY.** Except as otherwise provided in §12 (Earnest Money Dispute),
79 if the Earnest Money is being held by Closing Company and has not already been returned following
80 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 interpled 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 .

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:

Colleen L Norrgard

Date: 1/10/2024

Seller: *Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November*

13, 2014

By: COLLEEN L NORRGARD, Trustee

Address:

Phone No.:

Fax No.:

Email Address:

Robert P Norrgard

Date: 1/10/2024

Seller: Colleen L. Norrgard Trust, dated December 11, 2001, as amended and restated November 13, 2014, and ROBERT P. NORRGARD and COLLEEN L. NORRGARD, Trustees of the Robert P. Norrgard Trust dated December 11, 2001, as amended and restated November 13, 2014

By: ROBERT P NORRGARD, Trustee

Address:

Phone No.:

Fax No.:

Email Address:

Closing Company's Name: Land Title Guarantee Company

Date: _____

By: Paula Telles

Authorized Signature Title:

Address: 3064 Whitman Dr Ste 201
Evergreen, CO 80439

Phone No.: 303-674-4493

Fax No.: (303) 393-4902

Email Address: ptelles@ltgc.com; mzouski@ltgc.com

CL8-5-19. CLOSING INSTRUCTIONS

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