



Your Castle Real Estate, Inc.
 3900 E Mexico, Ste. 1350 Denver, CO 80210
 Carolyn Ingebritson Realtor
 Ph: 303-594-7696 Fax:

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (SPD19-8-10) (Mandatory 1-11)

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

**SELLER'S PROPERTY DISCLOSURE
 (ALL TYPES OF PROPERTIES)**

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 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: **6/1/2011**

Property Address: **11715 S MAXWELL HILL ROAD Littleton CO 80127**

Seller: **The Terri Emberling Living Trust**

I. IMPROVEMENTS											
<input type="checkbox"/> If this box is checked, there are no structures or improvements on the Property; do not complete Sections A-G											
A. STRUCTURAL CONDITIONS	Do any of the following conditions now exist or have they ever existed:					Yes	No	Do Not Know	N/A	COMMENTS	
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 or flood										
5	Cracks, heaving or settling problems										
6	Exterior wall or window problems										
7	Exterior Artificial Stucco (EIFS)										
8	Any additions or alterations made										
9	Building code, city or county violations										
B. ROOF	Do any of the following conditions now exist:					Yes	No	Do Not Know	N/A	COMMENTS	
1	Roof problems										
2	Roof material <i>COMPOSITE</i> Age <i>5 y/25</i>										
3	Roof leak: Past										
4	Roof leak: Present										
5	Damage to roof: Past										
6	Damage to roof: Present										
7	Roof under warranty until <i>Transferable</i>										
8	Roof work done while under current roof warranty										
9	Skylight problems										
10	Gutter or downspout problems								<i>REPLACED 2 yrs ago</i>		
							IN WORKING CONDITION				
C. APPLIANCES	Are the following now in working condition:					Yes	No	Do Not Know	Age If Known	N/A	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										

11	Range					
12	Refrigerator					
13	T.V. antenna	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased				
14	Satellite system or DSS dish	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased				
15	Trash compactor					

		IN WORKING CONDITION					
D.	ELECTRICAL & TELECOMMUNICATIONS	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
Are the following now in working condition:							
1	Security system: <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased						
2	Smoke/fire detectors: <input type="checkbox"/> Battery <input checked="" type="checkbox"/> Hardwire						5
3	Carbon Monoxide Alarm <input type="checkbox"/> Battery <input checked="" type="checkbox"/> Hardwire						
4	Light fixtures						
5	Switches & outlets						
6	Aluminum wiring (110)						
7	Electrical: Amps 200						
8	Telecommunications (T1, fiber, cable, satellite)						
9	Inside telephone wiring & blocks/jacks						
10	Abandoned communication cables <input type="checkbox"/> Yes <input type="checkbox"/> No						
11	Ceiling fans						
12	Garage door opener						
13	Garage door control(s) # 2						
14	Intercom/doorbell						
15	In-wall speakers						
16	220 volt service						
17	Landscape lighting						

		IN WORKING CONDITION					
E.	MECHANICAL	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
Are the following now in working condition:							
1	Air conditioning:						
	Evaporative cooler						
	Window units						
	Central						
	Computer room						
2	Attic/whole house fan						
3	Vent fans						
4	Humidifier						
5	Air purifier						
6	Sauna						
7	Hot tub or spa						
8	Steam room/shower						
9	Pool						
10	Heating system: Type <i>gas</i> Fuel <i>PROPANE</i>						
	Type <i>SOLAR</i> Fuel <i>SUN</i>						
11	Water heater: Number of Fuel type # Capacity #						*PROPANE SOLAR / gas #1 WATER HEATER RACK MUST UNBLOCK CHIMNEY
12	Fireplace: Type Fuel <i>WOOD</i>						
13	Fireplace insert						
14	Stove: Type Fuel <i>WOOD</i>						
15	When was fireplace/wood stove, chimney/flue last cleaned: Date: <input checked="" type="checkbox"/> Do not know						
16	Fuel tanks: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased						1,000 GALLON PROPANE TANK
17	Radiant heating system <input type="checkbox"/> Interior <input type="checkbox"/> Exterior Hose Type						
18	Overhead door						
19	Entry gate system						2-GATES / 15 FEET WIDE COMPLETE CONTROL
20	Elevator						
21	Lift/hoist/crane						

		IN WORKING CONDITION					
F.	WATER, SEWER & OTHER UTILITIES	Yes	No	Do Not Know	Age If Known	N/A	COMMENTS
Are the following now in working condition:							

1	Water filter system <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased									ULTRA VIOLET FOR ORGANIC FILTER
2	Water softener <input type="checkbox"/> Owned <input type="checkbox"/> Leased									ULTRA-FINE FOR SALT TREATMENT
3	Sewage problems <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know									
4	Lift station (sewage ejector pump)									
5	Drainage, storm sewers, retention ponds									
6	Grey water storage/use									
7	Plumbing problems <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know									
8	Sump pump									
9	Underground sprinkler system									
10	Fire sprinkler system									
11	Polybutylene pipe <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Do not know									
12	Galvanized pipe <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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									
14	Irrigation pump									
15	Well pump									

		IN WORKING CONDITION				
G. OTHER DISCLOSURES—IMPROVEMENTS		Yes	No	Do Not Know	N/A	COMMENTS
1	Included fixtures and equipment now in working condition	<input checked="" type="checkbox"/>				
2						
3						
4						

II. GENERAL							
H. USE, ZONING & LEGAL ISSUES	Do any of the following conditions now exist:		Yes	No	Do Not Know	N/A	COMMENTS
1	Current use of the Property				<input checked="" type="checkbox"/>		
2	Zoning violation, variance, conditional use, violation of an enforceable PUD or non-conforming use			<input checked="" type="checkbox"/>			
3	Notice or threat of condemnation proceedings			<input checked="" type="checkbox"/>			
4	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved			<input checked="" type="checkbox"/>			
5	Violation of restrictive covenants or owners' association rules or regulations			<input checked="" type="checkbox"/>			
6	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"/>			
7	Notice of zoning action related to the Property			<input checked="" type="checkbox"/>			
8	Notice of ADA complaint or report			<input checked="" type="checkbox"/>			
9	Other legal action			<input checked="" type="checkbox"/>			
I. ACCESS, PARKING, DRAINAGE & SIGNAGE	Do any of the following conditions now exist:		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"/>				EASEMENT TO CHAREN
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	Cross-parking agreement, covenants, easements		<input checked="" type="checkbox"/>				
8	Requirements for curb, gravel/paving, landscaping			<input checked="" type="checkbox"/>			
9	Flooding or drainage problems: Past			<input checked="" type="checkbox"/>			
10	Flooding or drainage problems: Present			<input checked="" type="checkbox"/>			
11	Signs: <input type="checkbox"/> Owned <input type="checkbox"/> Leased			<input checked="" type="checkbox"/>			
12	Signs: Government or private restriction problems			<input checked="" type="checkbox"/>			

J. WATER & SEWER SUPPLY		Yes	No	Do Not Know	N/A	COMMENTS
1	Water Rights Type					ARTESIAN WELL
2	Water tap fees paid in full					
3	Sewer tap fees paid in full					
4	Subject to augmentation plan					
5	Well required to be metered					
6	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input checked="" 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 checked="" type="checkbox"/> Is Not attached. Well Permit #: _____ <input type="checkbox"/> Drilling Records <input type="checkbox"/> Are <input checked="" type="checkbox"/> Are Not attached. Shared Well Agreement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. The Water Provider for the Property can be contacted at: Name: _____ Address: _____ Web Site: _____ Phone No.: _____ <input checked="" type="checkbox"/> There is neither a Well nor a Water Provider for the Property. The source of potable water for the Property is [describe source]: <u>ARTESIAN WELL</u> SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.					
7	Type of sanitary sewer service: <input type="checkbox"/> Public <input type="checkbox"/> Community <input checked="" type="checkbox"/> Septic System <input type="checkbox"/> None <input type="checkbox"/> Other _____ If the Property is served by an on-site septic system, supply to buyer a copy of the permit. <u>2-1000 GALLON SYSTEMS WITH LULUIN FIELDS</u> Type of septic system: <input checked="" type="checkbox"/> Tank <input checked="" type="checkbox"/> Leach <input type="checkbox"/> Lagoon					

K. ENVIRONMENTAL CONDITIONS		Yes	No	Do Not Know	N/A	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					PROPANE TANK
4	Underground transmission lines					
5	Pets kept on the Property					
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 of 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	Governmentally designated noxious weeds (within last 3 years only) if yes, see Section O.					
13	Dead, diseased or infested trees or shrubs					
14	Environmental assessments, studies or reports done involving the physical condition of the Property					
15	Property used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells					
16	Endangered species on the Property					
17	Archeological features, fossils, or artifacts on the Property					
18	Interior of Improvements of Property tobacco smoke-free					
19	Other environmental problems					

L. COMMON INTEREST COMMUNITY ASSOCIATION PROPERTY		Yes	No	Do Not Know	N/A	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).					

M. OTHER DISCLOSURES — GENERAL		Yes	No	Do Not Know	N/A	COMMENTS
Do any of the following conditions now exist:						

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					

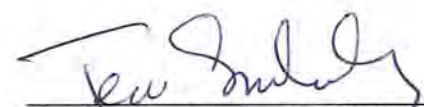
III. LAND						
N.	CROPS, LIVESTOCK & LEASES	Yes	No	Do Not Know	N/A	COMMENTS
	Do any of the following conditions now exist:					
1	Crops being grown on the Property					
2	Seller owns all crops					
3	Livestock on the Property					
4	Any land leased from others: <input type="checkbox"/> State <input type="checkbox"/> BLM <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> Other					
O. NOXIOUS WEEDS						
Do any of the following conditions now exist:						
The Colorado Weed Management Act became law on January 1, 1992. The law requires that every county or municipality in Colorado adopt a weed management plan outlining the rules governing identification and method of eradication. The State of Colorado has identified PURPLE LOOSESTRIFE, SPOTTED KNAPWEED, MUSK THISTLE, LEAFY SPURGE, CANADIAN THISTLE, DIFFUSE KNAPWEED, RUSSIAN KNAPWEED, DALMATIAN TOADFLAX and YELLOW TOADFLAX, among others, as noxious weeds.						
	Have any of the following occurred to the Property within the last 3 years:	Yes	No	Do Not Know	N/A	COMMENTS
1	Identification of noxious weeds					
2	Subject to written weed control plan					
3	Herbicides applied					
4	Biological agents or insects released on any of the noxious weeds					
P. OTHER DISCLOSURES — Land						
	Do any of the following conditions now exist:	Yes	No	Do Not Know	N/A	COMMENTS
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.					COLORADO STATE FOREST AGRICULTURE PROGRAM
2	Conservation easement					
3						
4						
5						

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: 6/6/11
 Seller: **The Terri Emberling Living Trust**

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 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. 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: _____

SPD19-8-10 SELLER'S PROPERTY DISCLOSURE (ALL TYPES OF PROPERTIES)

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 Carolyn Ingebritson Realtor
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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: **11715 S MAXWELL HILL ROAD Littleton CO 80127**

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 checked="" type="checkbox"/> Prior appraisal (Date of document)	05/26/2011	2,497
<input type="checkbox"/> Building plans (Date of document)		
<input checked="" type="checkbox"/> Assessor's office (Date of document)		
<input type="checkbox"/> Other		

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: Carolyn Ingebritson Date: 5/22/2011

Listing Licensee: Mark Scanland Date: 6-6-2011

The undersigned acknowledge receipt of this disclosure.

Seller: The Terri Emberling Living Trust Date: 6/6/11

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____



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 3900 E Mexico, Ste. 1350 Denver, CO 80210
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Lead-Based Paint Obligations of Seller

Seller acknowledges the following obligations, which shall be completed before the buyer is obligated under any contract to buy and sell real estate. There is no obligation of Seller to conduct any evaluation or reduction activities.

1. Seller shall provide the required lead warning statement set forth on the lead-based paint disclosure form.
2. Seller shall provide the buyer with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
3. Seller shall disclose to the buyer and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being sold. Seller shall also disclose any additional information available to Seller concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Seller shall disclose to each real estate licensee the existence of any available records or reports. Seller shall also provide the buyer with any records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property being sold. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Seller shall so indicate.
5. Seller, before a buyer is obligated under any contract to buy and sell real estate, shall permit the 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. A buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.
6. Seller must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Seller's statements, to the best of Seller's knowledge.

If any of the disclosure activities identified above occurs after the buyer has provided an offer to purchase the Property, Seller shall complete the required disclosure activities prior to accepting the buyer's offer and allow the buyer an opportunity to review the information and possibly amend the offer. Seller is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the completion date of the sale.

Property known as No. **11715 S MAXWELL HILL ROAD Littleton CO 80127**

Terri Emberling Date: 6/6/11
 Seller: **The Terri Emberling Living Trust**

Seller: _____ Date: _____

LP 47-5-04 LEAD-BASED PAINT OBLIGATIONS OF SELLER

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Lead-Based Paint Disclosure (Sales)

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

11715 S MAXWELL HILL ROAD Littleton CO 80127

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a penalty up to \$10,000 (plus adjustment for inflation) for each violation.

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

Lead Warning Statement

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

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

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

Buyer's Acknowledgment

- (d) Buyer has read the Lead Warning Statement above and understands its contents.
- (e) Buyer has received copies of all information, including any records and reports listed by Seller above.
- (f) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
- (g) Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
- (h) Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
- Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of Section 10 of the

- Contract to Buy and Sell Real Estate; or
 Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Real Estate Licensee's Acknowledgment


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

Certification of Accuracy

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

Buyer: _____ Date: _____

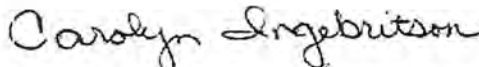
Buyer: _____ Date: _____

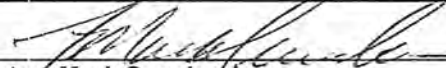
 Date: 6/6/11
Seller: **The Terri Emberling Living Trust**

Seller: _____ Date: _____

Listing Brokerage Firm's Name: Your Castle Real Estate, Inc.

Real Estate Licensee (Listing)

Broker:  Date: 5/22/2011

Listing Broker:  Date: 6-6-2011
Mark Scanland

Real Estate Licensee (Selling):

Selling Broker: _____ Date: _____

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

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YOUR CASTLE
REAL ESTATE

Your Castle Real Estate, Inc.

3900 E Mexico, Ste. 1350 Denver, CO 80210

Carolyn Ingebritson Realtor

Ph: 303-594-7696 Fax:

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2 Estate Commission (SWA35-8-10) (Mandatory 1-11)

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

5
6 **SOURCE OF WATER ADDENDUM**
7 **TO CONTRACT TO BUY AND SELL REAL ESTATE**

8 Date: 6/1/2011

9
10 **1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE.** This Source of Water
11 Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller
12 and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No.
13 **11715 S MAXWELL HILL ROAD Littleton CO 80127**

14
15 **2. SOURCE OF POTABLE WATER.** Seller discloses the following information for the source of
16 potable water for the Property:

17
18 **[Select and complete 1, 2 or 3 as applicable.]**

19 **2.1** The Property's source of water is a Well. Well Permit #: SEE ATTACHMENT
20 If a well is the source of water for the Property, a copy of the current Well Permit
21 **Is** **Is Not** attached.

22
23 **2.2** The Water Provider for the Property can be contacted at:
24 Name: _____
25 Address: _____
26 Web Site: _____
27 Phone No.: _____

28
29 **2.3** There is neither a Well nor a Water Provider for the Property. The source of water
30 for the Property is [describe source]:
31

32
33 **NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES ON**
34 **NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR**
35 **INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF**
36 **THE PROVIDER'S WATER SUPPLIES.**

37
38 Terri Emberling Date: 6/6/11
39 Seller: **The Terri Emberling Living Trust**

40
41 Seller: _____ Date: _____

42
43
44 Buyer: _____ Date: _____

45
46
47 Buyer: _____ Date: _____

48
SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. CTM eContracts - ©2011 CTM Software Corp.



Your Castle Real Estate, Inc.
 3900 E Mexico, Ste. 1350 Denver, CO 80210
 Carolyn Ingebritson Realtor
 Ph: 303-594-7696 Fax:

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-8-10) (Mandatory 1-11)

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

CLOSING INSTRUCTIONS

Date: 6/1/2011

1. PARTIES, PROPERTY. *The Terri Emberling Living Trust*, Seller, and _____, Buyer, engage Canyon 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 No. 11715 S MAXWELL HILL ROAD Littleton CO 80127, 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), and disburse all funds pursuant to the Contract 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 \$ 350.00 for providing these closing and settlement services.

4. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in § 8, 9 and 10.

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. RETURN OF EARNEST MONEY. Except as otherwise provided in § 10, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,

54 provided the Earnest Money check has cleared.

55

56 **10. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money
57 (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take
58 any action. Earnest Money Holder, at its option and sole subjective discretion, may (1) await
59 any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent
60 jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide
61 notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and
62 Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit)
63 within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money
64 Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder
65 does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order,
66 Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

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

69

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

76

77 **13 . WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue
78 may require Closing Company to withhold a substantial portion of the proceeds of this sale when
79 Seller either (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should
80 inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

81

82 **14 . ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
83 Colorado Real Estate Commission.)

84 n/a

85

86 **15 . COUNTERPARTS.** This document may be executed by each party, separately, and when
87 each party has executed a copy, such copies taken together shall be deemed to be a full and
88 complete contract between the parties.

89

90 **16 . BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies
91 of all signed documents that such brokers are required to maintain pursuant to the rules of the
92 Colorado Real Estate Commission.

93 **17 . NOTICE, DELIVERY AND CHOICE OF LAW.**

94 **17.1 Physical Delivery.** Except as provided in § 17.2, all notices must be in writing.
95 Any notice or document to Buyer shall be effective when physically received by Buyer, any individual
96 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
97 document to Seller shall be effective when physically received by Seller, any individual seller, any
98 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
99 Closing Company shall be effective when physically received by Closing Company, any individual of
100 Closing Company, or any representative of Closing Company.

101 **17.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
102 written notice may be delivered in electronic form by the following indicated methods only:

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

105 **17.3 . Choice of Law.** This contract and all disputes arising hereunder shall be governed
106 by and construed in accordance with the laws of the State of Colorado that would be applicable to
107 Colorado residents who sign a contract in this state for property located in Colorado.

108

109

110 Buyer: _____ Date: _____

111

111 Address:
112 Address:
113 Phone No.:
114 Fax No.:
115 Electronic Address:
116
117 Buyer: _____ Date: _____

118
119 Address:
120 Address:
121 Phone No.:
122 Fax No.:
123 Electronic Address:

124
125 *Terri Emberling* Date: 6/6/11
126 Seller: **The Terri Emberling Living Trust**

127 Address:
128 Address:
129 Phone No.:
130 Fax No.:
131 Electronic Address:

132
133 Seller: _____ Date: _____

134
135 Address:
136 Address:
137 Phone No.:
138 Fax No.:
139 Electronic Address:

140
141
142 **Closing Company: Canyon Title**
143
144 _____ Date: _____

145 By:
146 Authorized Signature Title: _____
147 Address:
148 City:
149 Phone No.:
150 Fax No.:
151 Electronic Address:

152
153 **(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)**

154
155 Carolyn Ingebritson (Broker) **Working with Seller** **Working with Buyer**
156 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ 5.0

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

158
159 **Deed** **Bill of Sale** **Colorado Real Estate Commission approved Promissory**
160 **Note** **Colorado Real Estate Commission approved Deed of Trust.** Closing Company agrees
161 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions
162 of the Contract.

163
164 The documents stated above shall be subject to Broker's review and approval and Broker

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

166

167 Brokerage Broker Firm's Name: **Your Castle Real Estate, Inc.**

168

169

Broker: Carolyn Ingebritson Date: 6/1/2011
Carolyn Ingebritson

170

171

172

173

174

175

176

177 Closing Company: **Canyon Title**

178

179

180

181

182

By: _____ Date: _____

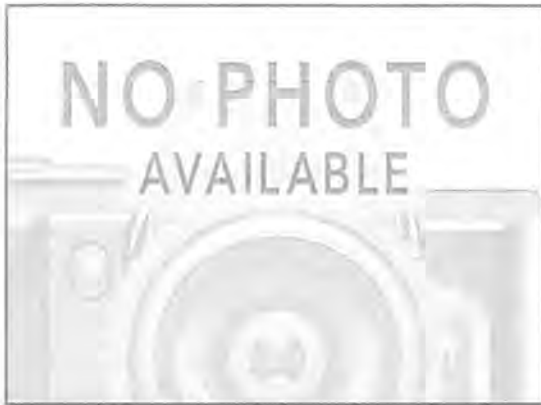
Authorized Signature Title: _____

183 **CL8-8-10. CLOSING INSTRUCTIONS**

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11715 S MAXWELL HILL RD
LITTLETON, CO 80127-9602

Public Records Deed Property Profile
JEFF County



RD
Elk Mountain Trce

bing

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Property & Land Information

Property Address:	11715 S MAXWELL HILL RD LITTLETON, CO 80127-9602	PIN:	700625300006
Legal:	WEST2 SW4 & W2 SE4 SW4 SEC25 TWP06S RNG70W 6TH PM EXC W132 FT S330 FT SW4 SW4 SD SEC25 EXC N495 FT N	County:	JEFF
Legal LBS:		Prior County:	
Subdivision Name:	WEST2 SW4 & W2 SE4 SW4 SEC25 TWP06S RNG70W 6TH PM	Property Type:	Agricult
Use Code:	4252	YOC:	1922
Census Tract:	08059012036	Style:	2 - Story
Schedule #:	049786	Beds:	2
Latitude:	39.495609	Baths:	1.75
Longitude:	-105.183104	Square Feet:	1,984

Cabin 1900 added
4 Bedrooms - 2497 sq ft.

Owner Information

Owner:	THE TERRI EMBERLING	Owner Deed Type:	Quit Claim
Co-Owner:	EMBERLING TERRI E	Owner Record Date:	2/3/03
Owner Address:	11715 S MAXWELL HILL RD LITTLETON, CO 80127-9602		

Sale and Original Loan

Lender Name:	LIBERTY SVGS BANK FSB	Record Date:	7/23/01
Lender Type:	Bank	Sale Price:	\$845,000
Seller Name:	EMBERLING DENNIS	Loan Amount:	\$600,000
SellerAddress:	1105 GARRISON ST LAKEWOOD, 80215	Financing:	
Title Company:	S	Int Rate:	
Deed Type:	Warranty	Loan Type:	
Reception #:	F1280885	LTV:	71.01 %
		Concurrent 2nd:	\$165,000



Courtesy of
CAROLYN INGEBRITSON
GRI, SFR, SRES
YOUR CASTLE REAL ESTATE, LLC

Phone: 303-962-4272
Office: 303-962-4272
Fax: --
Email: CAROLYN@THEPERFECTPAIRHOME.COM
Website: WWW.carolyningebritson.com



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5/20/11

303. 468-1508
303 - 468 - 1510

Denny

DEC Developmental consulting.com

Additional Loan History

1 Lender Name:	LIBERTY SAVINGS BANK FSB	Record Date:	10/6/09
Lender Type:	Bank	Loan Amount:	\$270,750
Adj Rate Ind:		Financing:	
Reception #:	2009099553	Int Rate:	
		Loan Type:	
2 Lender Name:	LIBERTY SAVINGS BANK FSB	Record Date:	10/20/08
Lender Type:	Bank	Loan Amount:	\$176,000
Adj Rate Ind:		Financing:	
Reception #:	2008096803	Int Rate:	
		Loan Type:	
3 Lender Name:	LIBERTY SAVINGS BANK FSB	Record Date:	10/15/07
Lender Type:	Bank	Loan Amount:	\$285,000
Adj Rate Ind:		Financing:	
Reception #:	2007116707	Int Rate:	
		Loan Type:	
4 Lender Name:	LIBERTY SAVINGS BANK FSB	Record Date:	5/27/04
Lender Type:	Bank	Loan Amount:	\$176,000
Adj Rate Ind:		Financing:	
Reception #:	F2033250	Int Rate:	
		Loan Type:	Equity

Continued Loan History



Record Date	Lender Name	Loan Type Reception #	Loan Amount Int Rate
5 5/27/04	LIBERTY SAVINGS BANK FSB	F2033249	\$616,000 3.50 %
6 10/11/02	KEYBANK NATIONAL ASSN	Equity F1584848	\$100,000
7 8/27/02	LIBERTY SVGS BANK FSB	F1552766	\$600,000
8			
9			
10			

Additional Recordings

Record Date	Owner Name Seller Name	Deed Type Reception #
1 2/3/03	THE TERRI EMBERLING EMBERLING DENNIS	Quit Claim F1666073
2		
3		

Previous Ownership

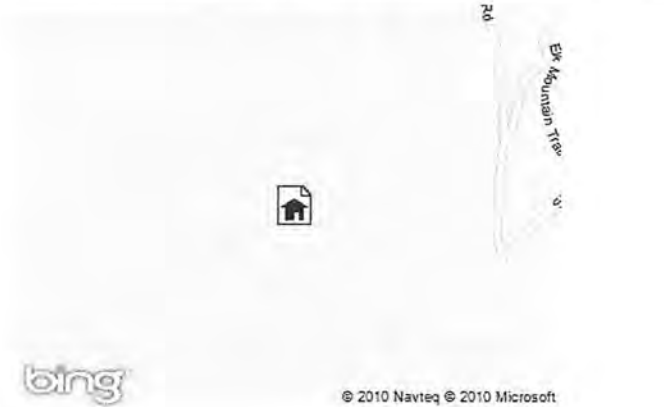
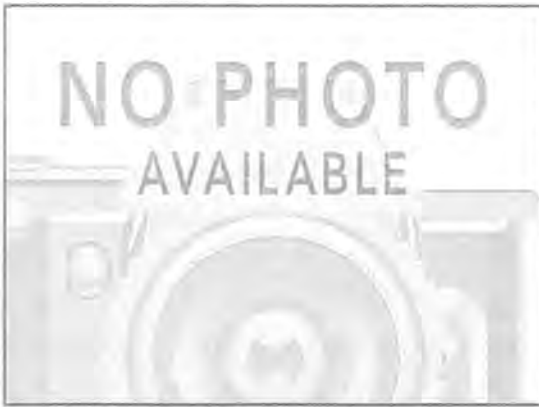
Record Date	Title Company	Sale Price
1		
2		
3		
4		
5		

	<p>Courtesy of CAROLYN INGEBRITSON GRI, SFR, SRES YOUR CASTLE REAL ESTATE, LLC</p>	<p>Phone: 303-962-4272 Office: 303-962-4272 Fax: -- Email: CAROLYN@THEPERFECTPAIRHOME.COM Website: WWW.carolyngebritson.com</p>	
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11715 S MAXWELL HILL RD
LITTLETON, CO 80127-9602

PIN 700625300006
JEFF County Public Records



Property Information

PIN:	700625300006	Owner Occupied:	Yes
County PIN:	60-253-00-006	Assessor Date:	SPRING 2010

Owner Information

Owner:	EMBERLING TERRI LIVING TRUST	Sale Price:	\$845,000
Co-Owner:		Sale Date:	07/17/01
Owner Address:	11715 S MAXWELL HILL RD LITTLETON, CO 80127-9602	Previous Price:	\$135,000
		Previous Date:	07/20/78

Land Information

Subdivision Name:		Census Tract:	08059012036
Schedule #:	049786	Latitude:	39.495609
Property Type:	Agriculture	Longitude:	-105.183104
Zoning:	A-2	Acres:	78.3650
Lot Size:	3413579		
Improvement Code:	4252		
Land Code:	4177		
Legal:			

Handwritten notes:
 z?
 - 2 houses per 35 acres
 Domestic use only
 A-1 Commercial/Agric
 - see corporate

Property Characteristics

Year of Construction:	1922	Garage Type:	Attached
Style:	2 - Story	Garage SqFt:	495
Beds:	2	Heat Type:	None
Baths:	1.75	Heat Fuel:	
Roof Cover:		Construction:	Frame
Stories:		Basement Type:	
SqFt:	1,984	Basement SqFt:	
Fireplace:		Basement Fin SqFt:	

Taxes

Tax Year:	2009	Prior Tax Delinquency:	
Taxes Paid:	\$1,366.68	Land Value:	\$3,997
Annual Taxes:	\$1,366.68	Assessed Value:	\$15,730
Tax Liens:	No	Value Total:	\$186,997
Tax District:	4538		



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- Units.