

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:

33418 Alta Vista Drive, Evergreen, CO 80439

Seller: **Alexandra Davis and Philip B Davis**

Year Built: **1990**

Year Seller Acquired Property: **2016**

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		
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 Transferable? <input type="checkbox"/> YES <input type="checkbox"/> NO		We think there is a 50yr warranty - will look in our paper stack to see if we received info from prior owner
9	Roof work done while under current roof warranty		
10	Roof material: Coated Steel Age: 15		Estimated age
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			
3	Clothes washer			
4	Dishwasher			
5	Disposal			
6	Freezer			
7	Gas grill			
8	Hood			
9	Microwave oven			
10	Oven			
11	Range			
12	Refrigerator	<input checked="" type="checkbox"/>		Main in Kitchen, has a couple of dents in it
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			StarLink
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			ADT
2	Smoke/fire detectors: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire			

3	Carbon Monoxide Alarm: <input checked="" type="checkbox"/> Battery <input type="checkbox"/> Hardwire			
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			
22	Landscape Lighting			
23	Electrical Provider: Core Electric (formerly IREA)	<input checked="" type="checkbox"/>		
24	Cable/TV provider			
25	Seller's Internet Provider StarLink	<input checked="" type="checkbox"/>		Can come with property - optional
26	Excel Energy for Natural Gas			

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>Natural Gas</u> Type _____ Fuel _____			
16	Fireplace: Type <u>Gas x2</u> Fuel <u>Natural Gas</u>			
17	Heating Stove: Type _____ Fuel _____			
18	When was fireplace/wood stove, chimney/flue last cleaned: Date: <u>N/A</u> <input type="checkbox"/> Do not know			
19	Fuel tanks: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased			Old propane tank - no longer in use - could be used for outdoor grilling
20	Radiant heating system: <input checked="" type="checkbox"/> Interior <input type="checkbox"/> Exterior Type <u>Electric</u>			Floor in Master Bath Ceiling main level & ceiling 2nd floor bedroom
21	Fuel Provider:			
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			

H.	SOURCE OF WATER & WATER SUPPLY Do you know of the following on the Property:
1	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"/> Other <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input checked="" type="checkbox"/> Is <input type="checkbox"/> Is Not attached. Well Permit #: 33789-F-R Drilling Records <input checked="" type="checkbox"/> Are <input 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 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]: Well construction report & drilling invoice sent to Matt separately via email from phil.89.davis@gmail.com on 3/6/2024
	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)	<input checked="" type="checkbox"/>	Bend in the sewer line going into septic tank. Redid sewer line 2023 (Vendor: BlueSky)
2	Lift station (sewage ejector pump)		
3			
4			
	SEWER - Other Information Do you know of the following on the Property:		
5	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, provide buyer with a copy of the permit. Type of septic system: <input checked="" type="checkbox"/> Tank <input checked="" type="checkbox"/> Leach <input type="checkbox"/> Lagoon		How do we get the copy of the permit?
6	Sewer service provider: Shirley Septic		
7	Sewer line scoped? Date: 2023		
8	If a septic system, date latest Individual Use Permit issued: 7/12/89		Getting permit
9	If a septic system, date of latest inspection: 3/28/24		
10	If a septic system, date of latest pumping: 3/29/24		
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.		
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"/>	Soda Creek HOA
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:		
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)		
3	Structural, architectural, and engineering plans and/or specifications for any existing improvements		We have some old blue prints, changes made since then
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. HWY 65/Alta Vista Drive, Box3		Also dropbox for fedex/UPS outside gate, key
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**.

Alexandra Davis

Date: 3/6/2024

Seller: Alexandra Davis

Philip B Davis

Date: 3/6/2024

Seller: Philip B Davis

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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**PROPERTY ADDENDUM
33418 Alta Vista Drive
Evergreen, Colorado 80439**

- **Well Information:**

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

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

- **Septic Information:**

The Jefferson County Department of Health and Environment at (303) 271-5700 provided the following septic system information for this property:

Septic permit number:	13082
# of bedrooms served by septic:	3
# of persons served by septic:	6
Tank size:	1000
Leach field size:	720
Date finalized:	7/12/1989

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

Buyer signature

Date

Buyer signature

Date

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: 3/5/2024

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. **33418 Alta Vista 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 #: to be verified by Buyer
If a well is the source of water for the Property, a copy of the current Well Permit ☒ Is ☐ Is Not attached.

☐ **2.2** The Water Provider for the Property can be contacted at:
Name:
Address:
Web Site:
Phone No.:

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

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

Alexandra Davis

Date: 3/6/2024

Seller: Alexandra Davis

Philip B Davis

Date: 3/6/2024

Seller: *Philip B Davis*

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

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SQUARE FOOTAGE DISCLOSURE
(Residential)

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

Property Address: **33418 Alta Vista 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)	03/05/2024	5,072
<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:  Date: **1/3/2024**
Matt Bachus

The undersigned acknowledge receipt of this disclosure.


Date: **3/6/2024**
Seller: **Alexandra Davis**

Philip B Davis

Date: 3/6/2024

Seller: **Philip B Davis**

Buyer: _____

Date: _____

(SF94-5-18) SQUARE FOOTAGE DISCLOSURE CTM eContracts - ©2024 MRI Software LLC - All Rights Reserved

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

CLOSING INSTRUCTIONS

Date: 3/5/2024

1. PARTIES, PROPERTY. Alexandra Davis and Philip B Davis, (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. 33418 Alta Vista 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 "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of

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 interpleaded the monies at the time of any Order, Closing
94 Company must disburse the Earnest Money pursuant to the Order of the Court.

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

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

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

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

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

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

113

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

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

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

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

125 **19.2 Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in
126 electronic form to another party at the electronic address of the recipient by facsimile, email or
127 .

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:

Alexandra Davis

Date: 3/6/2024

Seller: **Alexandra Davis**

Address:

Phone No.:

Fax No.:

Email Address:

Philip B Davis

Date: 3/6/2024

Seller: **Philip B Davis**

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; hshort@ltgc.com; mzouski@ltgc.com**

CL8-5-19. CLOSING INSTRUCTIONS

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COLORADO
Division of Water Resources
Department of Natural Resources

WELL PERMIT NUMBER 33789-F-R
RECEIPT NUMBER 3693836

ORIGINAL PERMIT APPLICANT(S)

ALEXANDRA DAVIS
PHILIP DAVIS

APPROVED WELL LOCATION

Water Division: 1 Water District: 7
Designated Basin: N/A
Management District: N/A
County: JEFFERSON
Parcel Name: SODA CREEK
Lot: 151 Block: Filing: 3
Physical Address: 33418 ALTA VISTA DRIVE EVERGREEN,
CO 80439
NE 1/4 NW 1/4 Section 18 Township 4.0 S Range 71.0 W Sixth P.M.

AUTHORIZED AGENT

JAMES DRILLING COMPANY (MONTEZ, ALLANNA)

Well to be constructed on specified tract of land

PERMIT TO REPLACE EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) for the replacement of an existing well, permit no. 33789-F. Upon completion of the new well, the old well must be plugged and abandoned in accordance with Rule 16 of the Water Well Construction Rules. A Well Abandonment Report form must be submitted within sixty (60) days of abandonment of the old well.
- 4) Approved on the condition that this well is operated in accordance with the Gayno, Inc. Augmentation Plan approved by the Division 1 Water Court in case no. W-7940. If this well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water.
- 5) Approved for a well on a residential site of 6.30 acres described as lot 151, filing 3, Soda Creek Subdivision, Jefferson County.
- 6) The use of ground water from this well is limited to ordinary household purposes inside one single family dwelling. The ground water shall not be used for irrigation or other purposes.
- 7) The pumping rate of this well shall not exceed 15 GPM.
- 8) The annual withdrawal of ground water from this well shall not exceed 0.316 acre-feet.
- 9) The owner shall mark the well in a conspicuous location with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 10) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 11) For the future administration of this plan, a totalizing flow meter may be required by the Division Engineer of Water Division 1, to be installed on this well and maintained in good working order by the well owner.
- 12) Pursuant to Rule 6.2.3 of the Water Well Construction Rules, the well construction contractor shall submit the as-built well location on work reports required by Rule 17.1 within 60 days of completion of the well. The measured location must be accurate to 200 feet of the actual location. The location information must include a GPS location (UTM coordinates) pursuant to the Division of Water Resources' guidelines.
- 13) Pursuant to Construction Rule 6.2.2.1 (2 CCR 402-2), licensed or private drillers and pump installers must provide advanced notification (at least 24 hours) to the State Engineer prior to each of the following for this well: well construction, the initial installation of the pump, and initial installation of a cistern connected to the water well supply system. Any change in the anticipated date of construction/installation must be re-noticed (at least 24 hours prior to revised anticipated date). Information regarding the notification process and a link to the electronic notification form can be found on the following webpage: <http://water.state.co.us/groundwater/BOE/Pages/VariationsWaivers.aspx>

WELL PERMIT NUMBER 33789-F-R

RECEIPT NUMBER 3693836

NOTE: This permit will expire on the expiration date unless the well is constructed and a pump is installed by that date. A Well Construction and Yield Estimate Report (GWS-31) and Pump Installation and Production Equipment Test Report (GWS-32) must be submitted to the Division of Water Resources to verify the well has been constructed and the pump has been installed. A one-time extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: <http://water.state.co.us>



Issued By SARAH BRUCKER

Date Issued: 9/17/2019

Expiration Date: 9/17/2020

COLORADO DIVISION OF WATER RESOURCES
DEPARTMENT OF NATURAL RESOURCES
1313 SHERMAN ST., Ste 821, DENVER, CO 80203
Main: (303) 866-3581 dnrpermitsonline@state.co.us

RESIDENTIAL Note: Also use this form to apply for livestock watering
Water Well Permit Application
Review form instructions prior to completing form.
Hand completed forms must be completed in black or blue ink or typed.

1. Applicant Information

Name(s)

Philip & Alexandra Davis C/O James Drilling Company

Mailing address

6235 W 56TH Avenue

City

Arvada

State

CO

Zip code

80002

Telephone (w/area code)

303-420-5181

E-mail

amontez@jamesdrilling.com

2. Type Of Application (check applicable boxes)

- ☐ Construct new well
☒ Replace existing well
☐ Use existing well
☐ Change or increase use
☐ Change source (aquifer)
☐ Reapplication (expired permit)
☐ Rooftop precip. collection
☒ Other: Emergency

3. Refer To (if applicable)

Well permit #

Water Court case #

33789-F

Designated Basin Determination #

Well name or #

4. Location Of Proposed Well (Important! See Instructions)

County

Jefferson

NE

1/4 of the NW

1/4

Section

18

Township

4

N or S

71

Range

6TH

E or W

Principal Meridian

Distance of well from section lines (section lines are typically not property lines)

Ft. from N S

Ft. from E W

For replacement wells only - distance and direction from old well to new well

feet 6.2.3 Rule

Direction

Well location address (Include City, State, Zip)

☐ Check if well address is same as in item 1.

33418 Alta Vista Drive Evergreen 80439

Optional: GPS well location information in UTM format. GPS unit settings are as follows.

Format must be UTM

Zone 12 of Zone 13

Easting:

Units must be Meters

Nothing:

Datum must be NAD83

Unit must be set to true north

Remember to set Datum to NAD83

Was GPS unit checked for above? ☐ YES

5. Parcel On Which Well Will Be Located

(You must attach a current deed for the subject parcel)

A. You must check and complete one of the following:

- ☒ Subdivision: Name Soda Creek
Lot 151 Block Filing/Unit 3
☐ County exemption (attach copy of county approval & survey)
Name/# Lot #
☐ Parcel less than 35 acres, not in a subdivision attach a deed with metes & bounds description recorded prior to June 1, 1972, and current deed
☐ Mining claim (attach copy of deed or survey) Name/#:
☐ Square 40 acre parcel as described in Item 4
☐ Parcel of 35 or more acres (attach metes & bounds description or survey)
☐ Other: (attach metes & bounds description or survey)

B. # of acres in parcel

C. Are you the owner of this parcel?

6.2

☒ YES ☐ NO

D. Will this be the only well on this parcel? ☒ YES ☐ NO (if no - list other wells)

E. State Parcel ID# (optional)

Office Use Only

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Form GWS-44 (7/2012)

SEP 17 2019

WATER RESOURCES
STATE ENGINEER
COLORADO

6. Use Of Well (check applicable boxes)

See instructions to determine use(s) for which you may qualify

- ☒ A. Ordinary household use in one single-family dwelling (no outside use)
☐ B. Ordinary household use in 1 to 3 single-family dwellings:
Number of dwellings: _____
☐ Home garden/lawn irrigation, not to exceed one acre:
area irrigated _____ sq. ft. ☐ acre
☐ Domestic animal watering - (non-commercial)
☐ C. Livestock watering (on farm/ranch/range/pasture)

7. Well Data (proposed)

Maximum pumping rate

15

gpm

Annual amount to be withdrawn

1/3

acre-feet

Total depth

500

feet

Aquifer

Granite

8. Water Supplier

Is this parcel within boundaries of a water service area? ☐ YES ☒ NO

If yes, provide name of supplier:

9. Type Of Sewage System

- ☒ Septic tank / absorption leach field
☐ Central system: District name: _____
☐ Vault: Location sewage to be hauled to: _____
☐ Other (explain): _____

10. Proposed Well Driller License #(optional): 1364

11. Sign or Enter Name of Applicant(s) or Authorized Agent

The making of false statements herein constitutes perjury in the second degree, which is punishable as a class 1 misdemeanor pursuant to C.R.S. 24-4-104 (13)(a). I have read the statements herein, know the contents thereof and state that they are true to my knowledge.

Sign or enter name(s) of person(s) submitting application

Date (mm/dd/yyyy)

Philip & Alexandra Davis BY ASM

09/17/2019

If signing print name and title

Philip & Alexandra Davis Owners

Office Use Only

USGS map name

DWR map no.

Surface elev

Receipt area only

AQUAMAP ☒

WE ☒

WR ☒

CWCR ☒

TOPO ☒

MAPS

GBS

Transaction # 3693836
Date 09/17/2019 12:02:46 PM
Transaction Total \$100.00
CREDIT CARD \$100.00

DIV 1 WD 7 BA MD

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SEP 17 2019

WATER RESOURCES
STATE ENGINEER
COLO

5/24

**Warranty Deed**
(Pursuant to 38-30-113 C.R.S.)State Documentary Fee
Date: May 20, 2016
\$ 116.50

THIS DEED, made on May 20, 2016 by JANET R. LOW Grantor(s), of the County of JEFFERSON and State of COLORADO for the consideration of (\$1,165,000.00) *** One Million One Hundred Sixty Five Thousand and 00/100 *** dollars in hand paid, hereby sells and conveys to PHILIP B. DAVIS AND ALEXANDRA DAVIS Grantee(s), whose street address is 33418 ALTA VISTA DRIVE EVERGREEN, CO 80439, County of JEFFERSON, and State of COLORADO, the following real property in the County of Jefferson, and State of Colorado, to wit:

LOT 151, SODA CREEK FILING NO. 3, COUNTY OF JEFFERSON, STATE OF COLORADO.

also known by street and number as: 33418 ALTA VISTA DRIVE EVERGREEN CO 80439

with all its appurtenances and warrants the title to the same, subject to general taxes for the year 2016 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusions of the Property within any special tax district; Any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other NONE


JANET R. LOW

State of COLORADO)

) ss.

County of JEFFERSON)

The foregoing instrument was acknowledged before me on this day of May 20, 2016
by JANET R. LOW


Notary Public

My commission expires

5128117

JOSIAH R. BOURQUET
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134033345
MY COMMISSION EXPIRES 05/28/2017

When Recorded Return to: PHILIP B. DAVIS AND ALEXANDRA DAVIS
33418 ALTA VISTA DRIVE EVERGREEN, CO 80439

Best Copy Available



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SEP 17 2019
WATER RESOURCES
STATE ENGINEER
COLO

Colorado Division of Water Resources

1313 Sherman Street – Room 818

Denver, CO. 870203

To whom it may concern:

I authorize James Drilling Company to act as my agent to apply for my Water Well Permit.

Owner

To fill out a Permit form for a Well on a [property we will need the Following Item:

Is this for a Replacement Well or a New Drill?

Copy of the Deed to the property

Subdivision, Lot, Block, Filing, & Number of acres of Property

Complete Legal or Property

Authorization to sign on owner behalf

Best Copy Available

County Property is in

Acreage of Property

Complete Name and mailing address with contact phone numbers for owner

The Name on permit and authorization must be the same as on the Deed.

If the Property is not in a Subdivision and less than 35 acres also need a Deed Dated Prior to 6/1/72.

We can obtain a GPS for the Property.



Philip B. Davis

Alexander L. Davis



STATE OF
COLORADO

DWRPermitsOnline, DNR <dnr_dwrpermitsonline@state.co.us>

Emergency Permit APP for # 33789 Philip & Alexandra Davis.pdf

1 message

amontez@jamesdrilling.com <amontez@jamesdrilling.com>
To: dwrpermitsonline@state.co.us

Tue, Sep 17, 2019 at 11:37 AM

'In God We Trust'

Allanna Montez

Office Administrator

James Drilling Company

6235 W 56TH Avenue

Arvada, CO. 80002

Phone: 303-420-5181

Fax: 303-422-5946

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Emergency Permit APP for # 33789 Philip & Alexandra Davis.pdf
1803K

[illegible]

Casing Program for Permit # 33789-F-R Under Alexandria & Phil Davis

Plain Casing:

4.5" P.V.C. wall .237 from 592 ft. to 632 ft.

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JAN 22 2020

Perforated Casing:

WATER RESOURCES
STATE ENGINEER
COLO

JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT
260 S. KIPLING, LAKEWOOD, CO 80226 PHONE: 239-7075

INDIVIDUAL SEWAGE DISPOSAL SYSTEM PERMIT NO. 13082

Site Address: 33418 ALTA VISTA DR

Issued to: LOW

Legal Description: LOT 151 FLG 3 SODA CREEK

System Designed for a 3 Bedroom Single Family Dwelling

Tank Size: 1000 gal. (min)

Absorption Bed Size: 720 sq. ft. (min)

FINAL APPROVAL BY

INSPECTOR: MIKE DAVIS

FINAL

APPROVAL DATE: 7/12/89

SYSTEM AS INSTALLED

NORTH

