

## Richmond Presentation Sheet Originating Office Checklist

**Originating Office:**   «TitleCompany1Contact»  
**Closing Date:**       «EstimatedCloseDate»  
**Property Address:**   «Property1Address», «Property1City» «Property1State» «Property1Zip»  
**Buyer's Last Name:**   «Buyer1NameLast»  
**File No.:**             «FileNumber»

**Point of contact (Printed):** < - Name>  
**Presentation Date:**   < - Date>

### Basic Checklist:

- ☐ Scanning dividers included & docs in correct order
- ☐ Legal Description included with DOT
- ☐ UPS Label to Lender Included
- ☐ Double checked that the CD and Buyer Settlement Statement match
- ☐ Double checked that buyers name(s) matched in CORE and on the loan docs
- ☐ Settlement Statements, RE Closing Instructions, Commission Authorization & Lender Closing Instructions are signed
- ☐ Recordings double checked for accuracy

### Funding Authorization Required:   ☐ Yes   ☐ No

- ☐ Funding Contact: \_\_\_\_\_
- ☐ Funding Conditions are together and placed behind the Closing Docs-Buyer tab followed by the "Funding Docs End Here" tab.

### Funds for Closing:

- ☐ Lender: \$ \_\_\_\_\_   ☐ Funds Needed or ☐ Received
- ☐ Buyer: \$ \_\_\_\_\_   ☐ Funds Needed or ☐ Received
- ☐ Other: \$ \_\_\_\_\_   ☐ Funds Needed or ☐ Received

### Special Circumstances:

- ☐ **Please be sure to add the closing date on the warranty deed at the table!!**
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

Signature of Originating Office Contact (Required):

---

By signing this, you certify that all the above steps are complete

## Richmond Presentation Sheet

### Presenting Office Checklist

**Closing Date:** «EstimatedCloseDate»  
**Property Address:** «Property1Address», «Property1City» «Property1State» «Property1Zip»  
**Buyer's Last Name:** «Buyer1NameLast»  
**File No:** «FileNumber»

**Presenting Office:** \_\_\_\_\_

**Presented by:** \_\_\_\_\_

**Presentation Date:** \_\_\_\_\_

- ☐ All funds have been received or confirmed received
- ☐ Commission Check & Disbursement Ledger Printed for Selling Agent
  - ☐ Placed copies of the Disbursement Ledger and SA Commission Checks behind "SA Commission Copies" tab for scanning

#### Scanning:

- ☐ Verify Special Warranty Deed has been dated prior to scanning
- ☐ The closing documents have been scanned to the presenting office ShareScan folder
- ☐ Emailed the Richmond Survey to Mobility
- ☐ Emailed the Signed Settlement statements Mobility

#### Loan Package:

- ☐ Sent the Loan Package to Lender
  - Include copy of the Warranty Deed, Seller CD, Settlement Statements and a copy of the Buyer's I.D. (if required)
- ☐ The Loan Package task in CORE has been Marked "Received"

#### Recordings:

- ☐ The recordings have been double checked and sent to the recording department
  - No BUG required on Recording Documents
  - Include Contiguous Area Report/Candelas Docs behind DOT (if applicable)
- ☐ The UPS tracking has been entered into CORE Tasks and marked "Sent".

#### Proceeds:

- ☐ Mobility will be responsible for sending the proceeds.

#### Retention of File:

- ☐ Presenting office to hold the original documents for a minimum of 30 days.
- ☐ Do not return the originals to Mobility unless there are special circumstances

#### Signature of Presenting Closer (Required):

---

By signing this, you certify that all the above steps are complete

**\*\*Don't forget to enter your name in the Flex Field so you get paid!!\*\***

# NOTICE AND VESTING INSTRUCTIONS TO ESCROW AGENT

**Date:** DATE  
**Seller:** «Seller1Names»«Seller2Names»«Seller3Names»«Seller4Names»  
**Buyer:** «Buyer1Names»«Buyer2Names»«Buyer3Names»«Buyer4Names»  
**Address:** «Property1Address», «Property1City», «Property1State» «Property1Zip»  
**Legal Description:** <LEGAL>  
**File No.:** «FileNumber»

Guardian Title Agency, LLC, the "Escrow Agent" is hereby instructed to vest title in the Real Property being purchased and conveyed to us pursuant to the Purchase Agreement between Buyer and Seller, in the following names:

«Buyer1Names»«Buyer2Names»«Buyer3Names»«Buyer4Names»

Further, we instruct the Escrow Agent to vest our interest in the Real Property in the following manner:

\_\_\_\_\_ **JOINT TENANTS:** Upon the death of one owner, his/her interest in property will automatically pass to the surviving co-owner(s) by operation of law. Each owner's interest in the property is presumed to be equal unless specified otherwise.

\_\_\_\_\_ **TENANTS IN COMMON:** Ownership is "in common" and there has no right of survivorship. Upon the death of one owner, his/her interest in property will be passed to his/her heirs.

\_\_\_\_\_ Buyer 1 Percentage of Ownership \_\_\_\_\_ Buyer 2 Percentage of Ownership  
\_\_\_\_\_ Buyer 3 Percentage of Ownership \_\_\_\_\_ Buyer 4 Percentage of Ownership

\_\_\_\_\_ **OTHER (please specify):** \_\_\_\_\_

The Escrow Agent is hereby authorized and directed to conform any and all documents contained in this transaction to the selected vesting, names, address and real property set forth above, whether or not such documents have already been executed.

**NOTICE:** THE ESCROW OFFICER, TITLE OFFICER OR ANY REPRESENTATIVE FROM THE ESCROW AGENT CANNOT ADVISE YOU AS TO HOW YOU SHOULD ACQUIRE YOUR VESTED INTEREST IN THE REAL PROPERTY. THE MANNER OF VESTING CAN HAVE LEGAL OR TAX CONSEQUENCES. IF YOU ARE UNSURE OF HOW YOU SHOULD ACQUIRE TITLE, PLEASE IMMEDIATELY CONTACT YOUR ATTORNEY FOR PROPER ADVICE.

## ADDRESS CERTIFICATION:

Unless instructed otherwise by the Buyer below, the transfer deed required by the Purchase Agreement shall be prepared using the property address as the mailing address for the Buyer. This address is generally used for purposes of notifying the Buyer of property tax notices, utility bills, and homeowners' association dues. If a different mailing address is desired, it must be noted below.

**Mailing Address:** «Property1Address», «Property1City», «Property1State» «Property1Zip»

If this address is not correct, please cross out the foregoing address and hand write your mailing address here:

\_\_\_\_\_

«BuyerSignature»

# REAL PROPERTY TRANSFER DECLARATION

TD-1000

## Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. **This document is not recorded, is kept confidential, and is not available for public inspection.**

**This declaration must be completed and signed by either the Grantor (Seller) or Grantee (Buyer).**

Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with the details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (.00025) of the sales price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

1. Physical address and/or legal description of real property sold: Please do not use P.O. Box numbers.

«Property1Address», «Property1City», «Property1State» «Property1Zip»

2. Type of property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium

☐ Multi-Unit Residential ☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use

☐ Vacant Land ☐ Other \_\_\_\_\_

3. \_\_\_\_\_  
Date of Closing: mm/dd/yyyy

\_\_\_\_\_  
Date of Contract: mm/dd/yyyy

4. \$«SalesPrice» \$  
Total sale price: Including all real and personal property

\_\_\_\_\_  
Contracted Price (if different from final sales price)

5. List any personal property included in the transaction that materially impacts the total sales price.

Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property.

(Attach additional pages if necessary)

Description

Approximate Value

_____	\$ _____
_____	\$ _____
_____	\$ _____

Personal Property Total: \$ \_\_\_\_\_

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sale price include a trade or exchange of additional real or personal property? ☐ No ☐ Yes

If yes, approximate value of the goods or services as of the date of closing. \$ \_\_\_\_\_

If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ No ☐ Yes

7. Was 100% interest in the real property purchased? ☐ No ☐ Yes

Mark "no" if only a partial interest is being purchased. If no, interest purchased \_\_\_\_\_%

8. Is this transaction between related parties or acquaintances? This included persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction. ☐ No ☐ Yes

9. Please mark type of sale: ☐ Builder (new construction)  
☐ Private (For Sale by Owner)

☐ Public (MLS or Broker Representation)

☐ Other (describe) \_\_\_\_\_

10. Check any of the following that apply to the condition of the improvements at the time of purchase.

☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage

11. Type of financing: (mark all that apply)

- ☐ None (all cash or cash equivalent)
- ☐ New/Mortgage Lender (government-backed or conventional bank loan)
- ☐ New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquaintance)
- ☐ Seller (buyer obtained a mortgage directly from the seller)
- ☐ Assumed (buyer assumed an existing mortgage)
- ☐ Combination or Other: Please explain \_\_\_\_\_

12. Total amount financed \$«Loan1Amount»

13. Terms: ☐ Variable; Starting interest rate \_\_\_\_\_ %  
☐ Fixed; Interest rate \_\_\_\_\_ %  
Length of time \_\_\_\_\_ years  
Balloon payment ☐ No ☐ Yes  
If yes, amount \$ \_\_\_\_\_ Due date \_\_\_\_\_

14. Mark any that apply: ☐ Seller assisted down payments ☐ Seller concessions ☐ Special terms or financing  
If marked, please specify terms: \_\_\_\_\_

15. Was an independent appraisal obtained in conjunction with this transaction? ☐ No ☐ Yes

**For properties OTHER THAN Residential** (Residential is defined as: single family detached, townhomes, apartments and condominiums), please complete questions 16-18 if applicable.

16. Did the purchase price include a franchise or license fee? ☐ No ☐ Yes  
If yes, franchise or license fee value \$ \_\_\_\_\_

17. Did the purchase price involve an installment land contract? ☐ No ☐ Yes  
If yes, date of contract \_\_\_\_\_

18. If this is vacant land, was an on-site inspection conducted by the buyer prior to the closing? ☐ No ☐ Yes

Please include any additional information concerning the transaction and price paid that you feel is important:

\_\_\_\_\_  
\_\_\_\_\_

Signature of Grantee (Buyer)	Date mm/dd/yyyy	Printed name of Grantee
------------------------------	-----------------	-------------------------

Signature of Grantor (Seller)	Date mm/dd/yyyy	Printed name of Grantor
-------------------------------	-----------------	-------------------------

Buyer Mailing Address: Future correspondence (tax bill, property valuation, etc.) regarding this property should be mailed to:

«Buyer1CIsAddressLine1», «Buyer1CIsCityStateZip»			
Address (mailing)	City	State	Zip Code

Daytime Phone	Email Address
---------------	---------------

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuations, or property tax information.

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

## CLOSING INSTRUCTIONS

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

1. **PARTIES, PROPERTY.** «**SellerNames**», (Seller) and «**BuyerNames**», (Buyer) engage «**OfficeName**», (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. «**Property1Address**», «**Property1City**», «**Property1State**» «**Property1Zip**»

and more fully described in the contract to Buy and Sell Real Estate, dated «**ContractAcceptDate**», 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 the 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 and Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions", the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.

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

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

5. **CLOSING FEE.** Closing Company will receive a fee of \$ < - Enter the Amount > for providing these closing and settlement services (Closing Fee).

6. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of

value prior to the receipt and disbursement of Good Funds, except as provided in §§10, 11 and 12.

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

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

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

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

**11. RETURN OF EARNEST MONEY.** Except as otherwise provided in §12 (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

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

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

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

**15. FIRPTA AND COLORADO WITHHOLDING.**

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

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

**16. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.) [< - Enter Information >](#)

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

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

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

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

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

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

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

Buyer's Name: \_\_\_\_\_

Buyer's Name: \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Closing Company's Name: «CompanyName»

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Address:

---

---

Phone No.:

---

Fax No.:

---

Email Address:

---

«OfficeName»  
«OfficeAddressSingleLine»  
«OfficeCityAndState»  
«OfficePhone»

## PURCHASER'S AFFIDAVIT AND INDEMNITY

**UNDERWRITER:** STEWART TITLE GUARANTY COMPANY  
**PURCHASER(S):** «BuyerNames»  
**FILE NO.:** «FileNumber»  
**PROPERTY ADDRESS:** «Property1Address», «Property1City», «Property1State» «Property1Zip»  
**LEGAL DESCRIPTION:** <LEGAL>

The undersigned Purchaser(s) (if more than one, each jointly and severally) ("Purchaser") of the above described Property, makes following statements, declarations, representations and warranties to «TitleCompany1Name» and to STEWART TITLE GUARANTY COMPANY in connection with the issuance of the above referenced commitment for title insurance ("commitment") and in connection with the transaction Guardian Title Agency, LLC is closing, to-wit.

\_\_\_\_\_ **TITLE REVIEW:** Purchaser has reviewed the title commitment referenced hereinabove for purposes of executing this Affidavit and Indemnity.

\_\_\_\_\_ **MECHANICS' LIENS:** Purchaser warrants and represents that it has not contracted for, ordered, or agreed to the supplying of any labor, materials or construction-related services for construction for improvements on the Property, or for remodeling, renovation, repair or other maintenance or construction of any improvements located on said Property except as set forth in the Commitment and in paragraph 5.

\_\_\_\_\_ **RIGHT OR CLAIMS:** Purchaser warrants and represents that it has not contracted for any right, interest, lien, or other maintenance or construction of any improvements located on said Property except as set forth in the commitment and in paragraph 5.

\_\_\_\_\_ **RELIANCE:** Purchaser understands and agrees that «TitleCompany1Name» and Stewart Title Guaranty Company will rely on the declarations, representations, statements and warranties herein to close the transaction of which this affidavit is a material part and to issue a policy or policies of title insurance on the Property, and Purchaser agrees to indemnify and hold harmless «TitleCompany1Name» and Stewart Title Guaranty Company from and against any and all loss or damage they or either of them may sustain including, but not limited to, reasonable attorney's fees and all court costs should any of the statements, declarations, representations and warranties herein be incorrect.

\_\_\_\_\_ **EXCEPTIONS:**  
☐ There are no exceptions to the above statements.  
☐ The only exceptions to the above statements are: [< - Enter Information>](#)

IN WITNESS WHEREOF, the Purchaser(s) «BuyerNames» has(have) executed this affidavit.

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

«BuyerSignature»

## **REAL ESTATE TAX, UTILITY AND HOMEOWNERS ASSOCIATION AGREEMENT**

**Property Address:** «Property1Address», «Property1City», «Property1State» «Property1Zip»  
**File No.:** «FileNumber»

### **REAL ESTATE TAX/ASSESSMENT AGREEMENT**

It is hereby understood and agreed that taxes for the current year for the property have been prorated based on a total tax estimate of \$«HUDLINE214Basis».

The basis of this tax estimate is as follows: It is further agreed that the above adjustment shall be considered a final settlement. «OfficeName» assumes no responsibility for pursuing and effectuating any readjustments. «OfficeName» is released from any and all responsibility for said readjustments. «OfficeName» assumes no responsibility for the adjustment of special assessments, taxes, or for the exception of said items in the conveyance, unless they are shown on the County Treasurer's Certificate of Taxes Due. Seller(s) hereby warrants that special assessments affecting subject property, including but not limited to Homeowners Association dues or assessments, are paid in full, except as reflected on the statement of settlement.

### **WATER AND SEWER AGREEMENT**

The purchasers understand that the water, sewer, gas and electricity billings are their responsibility effective the day of closing. It is also understood that it is the purchaser's responsibility to transfer the utilities. «OfficeName» will contact the water and sewer companies to verify that the transfer has been done. Due to the fact that this is newly constructed property, it is not necessary to collect funds from the seller for final water and sewer billings.

### **HOMEOWNERS ASSOCIATION DUES**

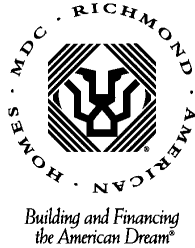
Homeowners association dues are prorated to closing date on the basis of information received from the association and/or seller.

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

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

«SellerSignature»  
»

«BuyerSignature»



**Richmond American Homes of Colorado, Inc.**  
4350 South Monaco Street  
Denver, Colorado 80237  
(303) 773-2727

## **TITLE INSURANCE ACKNOWLEDGEMENT**

**Seller:** Richmond American Homes of Colorado, Inc., a Delaware Corporation

**Purchaser(s):** «BuyerNames»

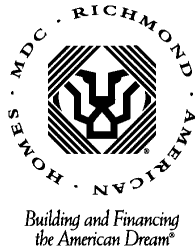
**Property Address:** «Property1Address», «Property1City», «Property1State» «Property1Zip»

**Legal Description:** <LEGAL>

By signature below, Purchaser(s) hereby acknowledge that they have received a title commitment either prior to or at the closing of the home they are purchasing from Richmond American Homes of Colorado, Inc. By said signature, Purchaser(s) release Richmond American Homes of Colorado, Inc. from the obligation to provide the title commitment.

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

«BuyerSignature»



**Richmond American Homes of Colorado, Inc.**  
4350 South Monaco Street  
Denver, Colorado 80237  
(303) 773-2727

### UTILITY TRANSFER INFORMATION

This is a request for transfer of service as per the information listed below:

**Present Customer Name:** Richmond American Homes of Colorado, Inc., a Delaware Corporation  
**Property Address:** «Property1Address», «Property1City», «Property1State» «Property1Zip»  
**Legal Description:** <LEGAL>

**Date final meter reading requested:** Within three (3) business days after closing.

**Final bill to be sent to:** Richmond American Homes of Colorado, Inc., a Delaware Corporation  
4350 South Monaco Street  
Denver, Colorado 80237  
(303) 773-2727

#### New Customer Information:

**Name:** «BuyerNames»  
**Billing Address:** «Property1Address», «Property1City», «Property1State» «Property1Zip»

---

We understand that it is our responsibility to personally contact Public Service Company and the water company for our area regarding the charging of the service bills into our names **no later than 72 hours** after closing so that our service is not interrupted or disconnected. We understand that if we are serviced by I.R.E.A. or Peoples Natural Gas Company, we must make application with them at their servicing offices. We also understand that Richmond American Homes of Colorado, Inc. is not responsible for any billing after our closing date.

«BuyerSignature»

## CORRECTION LIMITED POWER OF ATTORNEY

On \_\_\_\_\_, 20\_\_\_\_ the undersigned Borrower(s), for and in consideration of the closing of the purchase and the closing of the loan for the purchase of the property at:

«Property1Address», «Property1City», «Property1State» «Property1Zip»

hereby grant GUARDIAN TITLE AGENCY, LLC AND/OR AMERICAN HOME TITLE AND ESCROW COMPANY limited power of attorney to correct and initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by the undersigned at settlement. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document initialed on their behalf.

THIS LIMITED POWER OF ATTORNEY MAY NOT BE USED TO REVISE SETTLEMENT STATEMENTS, INCREASE THE INTEREST RATE THE UNDERSIGNED HAS AGREED TO PAY ON THE PROMISSORY NOTE, INCREASE THE TERM OF THE UNDERSIGNED'S LOAN, INCREASE THE UNDERSIGNED'S OUTSTANDING PRINCIPAL BALANCE OR INCREASE THE UNDERSIGNED'S MONTHLY PRINCIPAL AND INTEREST PAYMENTS. Any of these specified changes must be executed directly by the undersigned.

This limited power of attorney shall automatically terminate 120 days from the closing date of the undersigned's purchase of the above real property and closing of the concurrent loan.

**IN WITNESS WHEREOF**, the undersigned have executed this Limited Power of Attorney as of the date and year first above referenced.

«BuyerSignature»

STATE OF COLORADO )  
 ) ss  
COUNTY OF «Service CountyNotary» )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by «buyernames».

Notary Public  
My commission expires:

Guardian Title Agency File No.: «FileNumber»

## FDIC COVERAGE DISCLOSURE STATEMENT

**To:** Consumer  
**Property Address:** «Property1Address», «Property1City», «Property1State» «Property1Zip»  
**From:** Guardian Title Agency, LLC  
**File No.:** «FileNumber»

Guardian Title Agency, LLC deposit funds received, on your behalf, in state or federally-chartered banks that are insured by the Federal Deposit Insurance Corporation ("FDIC"). The account is currently held at **Comerica Bank**. FDIC deposit insurance coverage applies to a maximum amount of \$250,000, per depositor, for deposits held in the same legal ownership category at each bank. For example, funds held on your behalf in an account maintained by us will be combined with any individual accounts held directly by you at the same bank. You are responsible for monitoring the total amount of deposits that are owned directly or indirectly by you in any one bank. If you have questions about FDIC deposit insurance, contact your financial or legal advisors or go to <http://www.fdic.gov/deposit/deposits/index.html>. We do not guarantee the solvency of any bank into which funds are deposited and we assume no liability for any loss you incur due to the failure, insolvency or suspension of operations of any bank or the \$250,000 FDIC deposit insurance limit.

I/we acknowledge the foregoing disclosure form and agree to your depositing my funds as described above.

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

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

«SellerSignature»

«BuyerSignature»



## NEW HOMEOWNER EXIT TABLE SURVEY

NAME: «BuyerNames»

ADDRESS: «Property1Address», «Property1City», «Property1State» «Property1Zip»

PHONE: \_\_\_\_\_

E-MAIL (PLEASE PRINT): \_\_\_\_\_

COMMUNITY: \_\_\_\_\_

LOT/BLOCK: «Property1Lot»/«Property1Block»

CLOSE DATE: \_\_\_\_\_

My Richmond American SALESPERSON contacted me (please check one):

- ( ) Once a week  
( ) Once every two weeks  
( ) Once a month  
( ) Less than once a month

Comments:

My Richmond American SUPERINTENDENT contacted me (please check one):

- ( ) Once a week  
( ) Once every two weeks  
( ) Once a month  
( ) Less than once a month

Comments:

Circle one: 1-low / 10-high

N/A = Not Applicable

I am satisfied with my Sales Representative(s)

1 2 3 4 5 6 7 8 9 10 N/A

I am satisfied with my Construction Representative(s)

1 2 3 4 5 6 7 8 9 10 N/A

I am satisfied with my experience with Richmond American Homes

1 2 3 4 5 6 7 8 9 10 N/A

I am satisfied with the quality of my Richmond American Home

1 2 3 4 5 6 7 8 9 10 N/A

I am satisfied with my Home Gallery Representative(s) ☐ Purchased home already under construction/Quick Move In

1 2 3 4 5 6 7 8 9 10 N/A

I am satisfied with my experience with Home American Mortgage ☐ Outside Lender Used

1 2 3 4 5 6 7 8 9 10 N/A

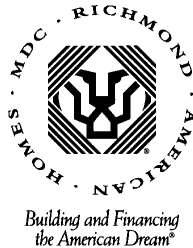
My home was 100% complete at orientation: ☐ Yes ☐ No

My home was 100% complete at move-in: ☐ Yes ☐ No

My landscaping was 100% complete at move-in: ☐ Yes ☐ No

Comments:





**Richmond American Homes of Colorado, Inc.**  
**4350 South Monaco Street**  
**Denver, Colorado 80237**  
**(303) 773-2727**

## **RECOMMENDED PRACTICES**

**Homeowner:** «BuyerNames»

**Address:** «Property1Address», «PropertyCityAndState»

**The following items reflect several good practices recommended to protect and maintain your new home:**

1. Alteration of the grade of property, in such a manner as to prevent the proper drainage of water away from the house, either by the homeowner or the landscape firm is not recommended, and shall release the builder from any liability from subsequent problems which may arise.
2. In the event additional fill dirt is necessary because of settlement, dirt will be provided to the premises by the builder. Placement to be by the homeowner.
3. Additional compaction may be necessary prior to installing lawns, especially in areas of excavation.
4. The concrete splash blocks or downspout extensions placed under the downspouts at the time of home completion by the builder must remain in place to carry water away from the foundation. In the event any homeowner removes said splash blocks or extensions or allows their drainage to be affected, the builder shall not be liable for any subsequent problems caused by drainage.
5. In the event any homeowner desires to puddle with water the surface ground within 10 feet of the foundation or any cement structure or surface, the builder assumes NO responsibility for any sinking of ground or concrete or foundation damage that may occur.
6. Shrubs, flowerbeds, and lawn should not be planted within 3 feet of building.
7. When crushed rock or any decorative material is used adjacent to the foundation or any concrete structures, NO plastic material should be used beneath.
8. In the event a central sprinkling system is used, heads should be kept at least 10 feet from the foundation.
9. For prevention of winter freeze-ups, the following is recommended:
  - a. All hoses should be disconnected.
  - b. All sprinkling systems should be drained.
10. In the event you finish your basement, do not erect walls tight to the ceiling above, but leave space for the movement of floor slab.
11. Re-caulk around tubs, showers, and windows as necessary.
12. Keep level of lawn or planted areas no lower than the surface of concrete areas.
13. Refrain from using materials which would retard the flow of water from planted areas to lawn.

14. Refrain from excessive watering of grass and planted areas.
15. Close foundation vents to crawl areas in winter to eliminate introduction of cold air.
16. The homeowner shall not do or cause to be done any alteration of the existing drainage patterns within the property, nor shall he install any shrubbery or permanent improvements which would in any way adversely affect the property of adjoining homeowners.
17. Clean furnace filter, service furnace and oil blower motor at least twice during the winter.
18. Call Public Service Company in case of emergency on your heating system or gas leaks.

**After Pre-Occupancy Orientation, Richmond will not be responsible for any of the following items:**

1. Damage caused by watering near foundation walls, service walls, front and rear, patios, porches or driveways.
2. Patching cracks in drywall due to normal shrinkage of lumber.
3. Structural damage due to change of lot grade because of removal or non-adjustment of splash blocks, planting lawn, yard work or extra concrete.
4. Concrete areas in service walks, front and rear, patios, porches or driveways.
5. Chipped or damaged sink or bath fixtures, appliances, counter tops and vanity tops, linoleum, floor tile and carpeting.
6. Cracked or broken window glass.
7. Items normally covered by your insurance policy such as wind and fire damage.
8. Maintenance of proper drainage in all directions away from the house and finish grading.
9. Normal lumber shrinkage in either structural or trim lumber.
10. Painting – interior or exterior.
11. Neglect in normal house maintenance.
12. Freezing of sill-cocks, non-winterizing sprinkler system.
13. Any other items not reported or indicated on Pre-Occupancy Orientation Report.

**GENERAL INFORMATION**

1. It is inevitable that some cracks may appear in foundations, walks, driveways, porch floors, patios, basement floors and steps due to contractions and expansion. These are normal occurrences beyond our control and the strength of the various items are in no way impaired.
2. Exterior paint may weather at different rates with different types of exterior materials.
3. Drainage swales are for the purpose of conducting water and may remain wet for extended periods after water exposure.
4. An expansive soils manual will be given to purchaser at the time of contract.

Acknowledged and Accepted before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

«BuyerSignature»



**Richmond American Homes of Colorado, Inc.**  
**4350 South Monaco Street**  
**Denver, Colorado 80237**  
**(303) 773-2727**

## **SOILS REPORT ACKNOWLEDGEMENT AND AGREEMENT**

Re: Purchase Agreement dated «ContractAcceptDate» by and between **Richmond American Homes of Colorado, Inc.** ("Seller") and «Buyer1Names» ("Purchaser") for the property located at «Property1Address», «PropertyCityAndState» ("the "Property").

Purchaser hereby acknowledges receiving, upon execution of purchase agreement dated «ContractAcceptDate», regarding the above mentioned Property a copy of geotechnical report dated < -date >, and prepared by < -company > pertaining to the Property (the "Soils Report"), without warranty thereof or representation of any kind pertaining thereto from Seller.

The Purchase Agreement contains the entire understanding and agreement between the parties and all prior negotiations, agreements and understandings, oral or written, are fully merged hereby and superseded hereby.

Each party acknowledges and agrees that except as expressly contained in the Purchase Agreement, neither Seller nor anyone acting for or on behalf of Seller has made any representation, statement, warranty or promise to the Purchaser concerning the physical aspects and condition of the Property, the feasibility, desirability, or adaptability of the Property for any particular use, and that in entering into the Purchase Agreement, Purchaser has not relied on any representation, statement or warranty of Seller or anyone acting for or on behalf of Seller. All matters concerning the Property, including, but not limited to, the condition of the soil or any information contained in Soils Reports, or any other report or information supplied by Seller (the "Other Information") have been independently verified by Purchaser. The Soils Reports, and the Other Information collectively shall be termed (the "Informational Documents"). Purchaser is acquiring the Property on its own inspection and examination thereof; in an "AS IS" physical condition and in an "AS IS" state of repair and Purchaser does hereby waive and Seller on behalf of itself, its subsidiaries, affiliates and predecessors in interest (with regard to the Property), shareholders, officers, directors, agents, and employees does hereby disclaim all warranties of any type or kind whatsoever with respect to the Property, or the Informational Documents (except as expressly contained herein or the conveyance deed provided for), express or implied, including, by way of description but not limitation, those of fitness for a particular purpose, habitability, and use.

Purchaser hereby acknowledges, by its signature below, it has not modified any other waiver or representation it has made in the contract and/or during negotiations; this is additional not alternative thereto.

This agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

«BuyerSignature»

---

«OfficeName»  
«OfficeAddressSingleLine»  
«OfficeCityAndState»  
«OfficePhone»

---

## COMMISSION AUTHORIZATION

**File Number:** «FileNumber»  
**Property Address:** «property1address», «property1city», «property1state» «property1zip»

Guardian Title Agency, LLC shall pay Real Estate Commissions at disbursement as follows:

Commission: \$«SellingAgentCommision»  
To the order of: «SellingAgent1Company»  
«SellingAgent1Address»  
«SellingAgent1CityAndState»

Approved by: «SellingAgent1Company»

By: \_\_\_\_\_  
\_\_\_\_\_, Selling Agent  
Email Address: «sellingagent1email»

«OfficeName»

By: \_\_\_\_\_  
Closing Agent



## Richmond Homes Wire Instructions

**File No.:** «FileNumber»

**Beneficiary Bank Name:** JPMorgan Chase Bank

**Beneficiary Bank ABA:** 021000021

**Beneficiary Account Name:** MDC Holdings, Inc.

**Beneficiary Account Number:** 10764821

**Details of Payment – Must be included on wire**

**89-01-01 RAH Colorado**

**Lot:** «Lot»

**Block:** «Block»

**Subdivision:** «Property1SubDivision»

**Buyers:** «Buyers»