



Dancing Star Realty, LLC
 19925 Indi Drive Monument, CO 80132
 Victoria A. Baker
 Ph: 719-488-2234 Fax: 719-481-4455

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-9-12) (Mandatory 1-13)

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

CLOSING INSTRUCTIONS

Date: 5/17/2018

1. PARTIES, PROPERTY. Camarco Living Trust, Seller, and , Buyer, engage Empire Title - Colorado Springs, 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. 16970 Buffalo Valley Path, Monument, CO 80132, and more fully described in the Contract to Buy and Sell Real Estate, dated _____, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, 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, PREPARATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), 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. CLOSING FEE. Closing Company will receive a fee of \$ 300 for providing closing and settlement services (Closing Fee).

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in § § 9,10 and 11.

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

7. 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.

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

9. 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

Seller(s) Initials: *POC*

Buyer(s) Initials:

47 return all documents, monies, and things of value to the depositing party, upon which Closing
48 Company will be relieved from any further duty, responsibility or liability in connection with these
49 Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness
50 signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy
51 to Buyer's lender.

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53 **10. RETURN OF EARNEST MONEY.** Except as otherwise provided in § 11, Earnest Money Dispute, if
54 the Earnest Money has not already been returned following receipt of a Notice to Terminate or other
55 written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by
56 the written mutual instructions. Such release of Earnest Money shall be made within five days of
57 Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller,
58 provided the Earnest Money check has cleared.

59

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

70

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

73

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

80

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

84

85 **15. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
86 Colorado Real Estate Commission.)

87

88

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

92

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

96

97 **18. NOTICE, DELIVERY, CHOICE OF LAW.**

18.1 Physical Delivery. Except as provided in § 18.2, all notices must be in writing.

Seller(s) Initials: *POC*

Buyer(s) Initials:

98 Any notice or document to Buyer is effective when physically received by Buyer, any individual
99 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
100 document to Seller shall be effective when physically received by Seller, any individual seller, any
101 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
102 Closing Company shall be effective when physically received by Closing Company, any individual of
103 Closing Company, or any representative of Closing Company.

104 **18.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
105 written notice may be delivered in electronic form by the following indicated methods only:

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

108 **18.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
109 by and construed in accordance with the laws of the State of Colorado that would be applicable to
110 Colorado residents who sign a contract in this state for property located in Colorado.

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112

113 Buyer: _____ Date: _____

114

115 Address:

116 Address:

117 Phone No.:

118 Fax No.:

119 Electronic Address:

120

121 Buyer: _____ Date: _____

122

123 Address:

124 Address:

125 Phone No.:

126 Fax No.:

127 Electronic Address:

128

129

Paul O. Camarco, Trustee

Date: 5/14/2018

Seller: **Camarco Living Trust**

By: Paul O. Camarco, Trustee

130 Address: 18510 Woodhaven

131 Address: Colorado Springs, CO 80908

132 Phone No.:

133 Fax No.:

134 Electronic Address: pcamarco@gmail.com

135

136 Seller: _____ Date: _____

137

138 Address:

139 Address:

140 Phone No.:

141 Fax No.:
142 Electronic Address:
143
144
145 **Closing Company:** Empire Title - Colorado Springs
146

147 _____ Date: _____

By: **Karen Wimmer**

148 Authorized Signature Title: Escrow Officer/Closer
149 Address: 5755 Mark Dabbling Blvd., #110
150 City: Colorado Springs, CO 80919
151 Phone No.: 719-884-5300
152 Fax No.: 719-884-5304
153 Electronic Address: karenwimmer@etcos.com
154

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

156
157 Victoria A. Baker (Broker) **Working with Seller** **Working with Buyer**
158 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ 5.00
159 at the sole expense of Broker, the following legal documents:

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

165
166 The documents stated above shall be subject to Broker's review and approval and Broker
167 acknowledges that Broker is responsible for the accuracy of the above documents.

168
169 Brokerage Broker Firm's Name: **Dancing Star Realty, LLC**
170

171
172 
Broker: _____ Date: 5/17/2018
Victoria A. Baker

173 **Closing Company: Empire Title - Colorado Springs**
174

175 _____ Date: _____

By: **Karen Wimmer**

176 Authorized Signature Title: Escrow Officer/Closer
177

178 CL8-9-12. CLOSING INSTRUCTIONS
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Seller(s) Initials: *POC*

Buyer(s) Initials:



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 Victoria A. Baker
 Ph: 719-488-2234 Fax: 719-481-4455

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

Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

SELLER AGENCY **TRANSACTION-BROKERAGE**

Date: **5/3/2018**

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

2. BROKER AND BROKERAGE FIRM.

2.1. Multiple-Person Firm. If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract is called Broker. If more than one individual is so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who serve as the broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: *Camarco Living Trust*

3.2. Brokerage Firm: *Dancing Star Realty, LLC*

3.3. Broker: *Victoria A. Baker*

3.4. Property. The Property is the following legally described real estate in the County of ***El Paso***, Colorado:

Lot 4 Village at Monument,
 known as No. ***16970 Buffalo Valley Path, Monument, CO 80132***,

Seller(s) Initials: *POC*

71 together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant
72 thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

73 **3.5. Sale; Lease.**

74 **3.5.1.** A Sale is the voluntary transfer or exchange of any interest in the Property or the voluntary
75 creation of the obligation to convey any interest in the Property, including a contract or lease. It also includes
76 an agreement to transfer any ownership interest in an entity which owns the Property.
77

78 **3.5.2.** If this box is checked, Seller authorizes Broker to negotiate leasing the Property. Lease of the
79 Property or Lease means any agreement between the Seller and a tenant to create a tenancy or leasehold
80 interest in the Property.
81

82 **3.6. Listing Period.** The Listing Period of this Seller Listing Contract begins on 5/17/2018, and
83 continues through the earlier of (1) completion of the Sale of the Property or (2) 9/28/2018, and any written
84 extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease for which
85 compensation is payable to Brokerage Firm under § 7 of this Seller Listing Contract.
86

87 **3.7. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.
88 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution
89 of this contract) means the date upon which both parties have signed this Seller Listing Contract.
90

91 **3.8. Day; Computation of Period of Days, Deadline.**

92 **3.8.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at
93 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).
94

95 **3.8.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending
96 date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any
97 deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Will**
98 **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be
99 checked, the deadline will not be extended.
100

101 **4. BROKERAGE RELATIONSHIP.**

102 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited
103 agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a
104 Transaction-Broker.
105

106 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working
107 with different brokers, those brokers continue to conduct themselves consistent with the brokerage
108 relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay
109 compensation to brokers within Brokerage Firm working with a buyer.
110

111 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same
112 broker, Broker must function as:
113

114 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree
115 the following applies:
116

117 **4.3.1.1. Seller Agency Only.** Unless the box in § 4.3.1.2 (**Seller Agency Unless Brokerage**
118 **Relationship with Both**) is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a
119 customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must
120 disclose to such customer Broker's relationship with Seller.
121

122 **4.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked,
123 Broker represents Seller as Seller's Agent and must treat the buyer as a customer, unless Broker currently has
124 or enters into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker must act
125 as a Transaction-Broker.
126

127 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in
128 the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker
129 must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent
130 for either party. If Seller and buyer are working with the same broker, Broker must continue to function as a
131 Transaction-Broker.
132

133 **5. BROKERAGE DUTIES.** Brokerage Firm, acting through Broker, as either a Transaction-Broker or a
134 Seller's Agent, must perform the following **Uniform Duties** when working with Seller:
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- 5.1. Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:
- 5.1.1. Performing the terms of any written or oral agreement with Seller;
 - 5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for Sale;
 - 5.1.3. Disclosing to Seller adverse material facts actually known by Broker;
 - 5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
 - 5.1.5. Accounting in a timely manner for all money and property received; and
 - 5.1.6. Keeping Seller fully informed regarding the transaction.
- 5.2. Broker must not disclose the following information without the informed consent of Seller:
- 5.2.1. That Seller is willing to accept less than the asking price for the Property;
 - 5.2.2. What the motivating factors are for Seller to sell the Property;
 - 5.2.3. That Seller will agree to financing terms other than those offered;
 - 5.2.4. Any material information about Seller unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or
 - 5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.
- 5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Seller, or use such information to the detriment of Seller.
- 5.4. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.
- 5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.
- 5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.
- 5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Seller.
- 5.8. When asked, Broker **Will** **Will Not** disclose to prospective buyers and cooperating brokers the existence of offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm or by another broker.

6. ADDITIONAL DUTIES OF SELLER'S AGENT. If the Seller Agency box at the top of page 1 is checked, Broker is Seller's Agent, with the following additional duties:

- 6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;
- 6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and
- 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER. Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

7.1. **Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

- 7.1.1. **Sale Commission.** (1) 6.00% of the gross purchase price or (2) n/a, in U.S. dollars.
- 7.1.2. **Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to (1) n/a% of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a.
- 7.1.3. **Other Compensation.** n/a.

Seller(s) Initials: *POC*

211 **7.2. Cooperative Broker Compensation.** Brokerage Firm offers compensation to outside brokerage
212 firms, whose brokers are acting as:

213 **Buyer Agents:** 3.00 % of the gross sales price or n/a, in U.S. dollars.

214 **Transaction-Brokers:** 3.00 % of the gross sales price or n/a, in U.S. dollars.

215 **7.3. When Earned.** Such commission is earned upon the occurrence of any of the following:

216 **7.3.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

217 **7.3.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as
218 specified in this Seller Listing Contract; or

219 **7.3.3.** Any Sale (or Lease if § 3.5.2 is checked) of the Property within 60 calendar days after the
220 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was
221 submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). Provided, however,
222 Seller **Will** **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned
223 by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during
224 the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this
225 § 7.3.3, then Seller does not owe the commission to Brokerage Firm.

226 **7.4. When Applicable and Payable.** The commission obligation applies to a Sale made during the
227 Listing Period or any extension of such original or extended term. The commission described in § 7.1.1 is
228 payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller)
229 then on the contracted date of closing, as contemplated by § 7.3.1 or § 7.3.3, or upon fulfillment of § 7.3.2
230 where the offer made by such buyer is not accepted by Seller.

231 **8. LIMITATION ON THIRD-PARTY COMPENSATION.** Neither Broker nor Brokerage Firm, except as set
232 forth in § 7, will accept compensation from any other person or entity in connection with the Property without
233 the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive
234 mark-ups or other compensation for services performed by any third party or affiliated business entity unless
235 Seller signs a separate written consent for such services.

236 **9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.** Seller has
237 been advised by Broker of the advantages and disadvantages of various marketing methods, including
238 advertising and the use of multiple listing services (MLS) and various methods of making the Property
239 accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether
240 some methods may limit the ability of another broker to show the Property. After having been so advised,
241 Seller has chosen the following:

242 **9.1. MLS/Information Exchange.**

243 **9.1.1.** The Property **Will** **Will Not** be submitted to one or more MLS and **Will** **Will Not**
244 be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide
245 timely notice of any status change to such MLS and information exchanges. Upon transfer of deed from Seller
246 to buyer, Seller authorizes Broker to provide sales information to such MLS and information exchanges.

247 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except: n/a.

248 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if any.

249 **9.1.4.** The Property Address **Will** **Will Not** be displayed on the Internet.

250 **9.1.5.** The Property Listing **Will** **Will Not** be displayed on the Internet.

251 **9.2. Property Access.** Access to the Property may be by:

252 Manual Lock Box Electronic Lock Box

253 n/a.

254 Other instructions: **Tenant Occupied - 24 hour notice prior to showings**.

255 **9.3. Brokerage Marketing.** The following specific marketing tasks will be performed by Broker:
256 **Placement in Denver and Colorado Spring Multiple Listing Service sites, Realtor.com,**
257 **Zillow.com, Trulia.com, Dancing Star Realty's website, social media and approximately 400+**
258 **additional websites.**

259 **10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.**

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10.1. Negotiations and Communication. Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants or any other source during the Listing Period of this Seller Listing Contract.

10.2. Advertising. Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) must first be approved by Broker.

10.3. No Existing Listing Agreement. Seller represents that Seller Is Is Not currently a party to any listing agreement with any other broker to sell the Property.

10.4. Ownership of Materials and Consent. Seller represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing, display and reproduction of such material, compilation and data. This license survives the termination of this Seller Listing Contract.

10.5. Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential (2) Seller resides in the Property as Seller's principal residence (3) Buyer's purpose in purchase of the Property is not to use the Property as Buyer's personal residence and (4) the Property is in foreclosure or Buyer has notice that any loan secured by the Property is at least thirty days delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act otherwise applies, then a contract, between Buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

11. PRICE AND TERMS. The following Price and Terms are acceptable to Seller:

11.1 Price. U.S. \$ 398500

11.2. Terms. Cash Conventional FHA VA Other: n/a

11.3. Loan Discount Points. n/a

11.4. Buyer's Closing Costs (FHA/VA). Seller must pay closing costs and fees, not to exceed \$ n/a, that Buyer is not allowed by law to pay, for tax service and n/a.

11.5. Earnest Money. Minimum amount of earnest money deposit U.S. \$ 4000 in the form of Good funds personal check

11.6. Seller Proceeds. Seller will receive 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; or Closing Company's Trust Account Check

11.7. Advisory: Tax Withholding. The Internal Revenue Service and the Colorado Department of Revenue may require closing company to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

12. DEPOSITS. Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the Sale contract.

13. INCLUSIONS AND EXCLUSIONS.

13.1. Inclusions. The Purchase Price includes the following items (Inclusions):

13.1.1. Fixtures. The following items are included if attached to the Property on the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including 2 remote controls.

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Other Fixtures: Range/Oven, Microwave, Dishwasher, Refrigerator

If any fixtures are attached to the Property after the date of this Seller Listing Contract, such additional fixtures are also included in the Purchase Price.

13.1.2. Personal Property. The following items are included if on the Property, whether attached or not, on the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included: **Water Softeners** **Smoke/Fire Detectors** **Carbon Monoxide Alarms** **Security Systems** **Satellite Systems** (including satellite dishes); and **n/a**

The Personal Property to be conveyed at closing must be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except **n/a**. Conveyance will be by bill of sale or other applicable legal instrument.

13.1.3. Trade Fixtures. The following trade fixtures are included: **n/a**

The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except **n/a**. Conveyance will be by bill of sale or other applicable legal instrument.

13.1.4. Parking and Storage Facilities. **Use Only** **Ownership** of the following parking facilities: **2 Car Attached Garage;** and **Use Only** **Ownership** of the following storage facilities: **n/a.**

13.1.5. Water Rights. The following legally described water rights: **n/a.** Any water rights must be conveyed by **n/a** deed or other applicable legal instrument. The Well Permit # is **n/a.**

13.1.6. Growing Crops. The following growing crops: **n/a.**

13.2. Exclusions. The following are excluded (Exclusions): **Tenants personal belongings including washer and dryer**

14. TITLE AND ENCUMBRANCES. Seller represents to Broker that title to the Property is solely in Seller's name. Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and must disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a **General Warranty** deed, only that title Seller has in the Property. Property must be conveyed free and clear of all taxes, except the general taxes for the year of closing.

All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows: **First Deed of Trust and any other lien of record, if applicable.**

The Property is subject to the following leases and tenancies: **Current lease on property to expire June 30, 2019 at 5:00 PM MDT.**

If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a Sale contract, Seller is responsible for payment of same, unless otherwise agreed.

15. EVIDENCE OF TITLE. Seller agrees to furnish buyer, at Seller's expense, unless the parties agree in writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in the Sale contract, or if this box is checked, **An Abstract of Title** certified to a current date.

16. ASSOCIATION ASSESSMENTS. Seller represents that the amount of the regular owners' association assessment is currently payable at approximately **\$825.00** per **Quarter** and that there are no unpaid regular or special assessments against the Property except the current regular assessments and except **n/a**. Seller

Seller(s) Initials: *POC*

421 agrees to promptly request the owners' association to deliver to buyer before date of closing a current
422 statement of assessments against the Property.
423

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425 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: **Due to tenants**
426 **possession until June 30, 2019, possession shall take place following lease expiration or as**
427 **otherwise negotiated between tenant and buyer.**, subject to leases and tenancies as described in § 14.
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430 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

431 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all
432 adverse material facts actually known by such broker including but not limited to adverse material facts
433 pertaining to the title to the Property and the physical condition of the Property, any material defects in the
434 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.
435 These types of disclosures may include such matters as structural defects, soil conditions, violations of health,
436 zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have
437 the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker
438 about the Property.
439

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441 **18.2. Seller's Obligations.**

442 **18.2.1. Seller's Property Disclosure Form.** Disclosure of known material latent (not obvious)
443 defects is required by law. Seller Agrees Does Not Agree to provide a Seller's Property Disclosure
444 form completed to Seller's current, actual knowledge.
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447 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
448 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
449 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given to
450 any potential buyer in a timely manner.
451

452 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired
453 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
454 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an
455 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location
456 as required by the applicable building code, prior to offering the Property for sale or lease.
457

458 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the
459 date of the sales contract or lease, ordinary wear and tear excepted, unless Seller, at Seller's sole option,
460 agrees in writing to any repairs or other work to be performed by Seller.
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463 **19. RIGHT OF PARTIES TO CANCEL.**

464 **19.1. Right of Seller to Cancel.** In the event Broker defaults under this Seller Listing Contract, Seller
465 has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation if
466 the Seller Agency box is checked. Examples of a Broker default include, but are not limited to (1) abandonment
467 of Seller, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties
468 (§ 5) or, if the Seller Agency box at the top of page 1 is checked, the failure to fulfill all material Additional
469 Duties Of Seller's Agent (§ 6). Any rights of Seller that accrued prior to cancellation will survive such
470 cancellation.
471

472 **19.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon written
473 notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate
474 or inspect the Property, and no duty to verify statements made, Brokerage Firm has the right to cancel this
475 Seller Listing Contract if any of the following are unsatisfactory (1) the physical condition of the Property or
476 Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity,
477 odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants,
478 or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the
479 Property. Additionally, Brokerage Firm has the right to cancel this Seller Listing Contract if Seller or occupant of
480 the Property fails to reasonably cooperate with Broker or Seller defaults under this Seller Listing Contract. Any
481 rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation.
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Seller(s) Initials: *POC*

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20. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received will be: (1) 100% will be paid to Seller; (2) divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) Other: . If no box is checked in this Section, choice (1), 100 % paid to Seller, applies. Any forfeiture of payment under this section will not reduce any Brokerage Firm compensation owed, earned and payable under § 7.

21. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Seller.

22. DISCLOSURE OF SETTLEMENT COSTS. Seller acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

23. MAINTENANCE OF THE PROPERTY. Neither Broker nor Brokerage Firm is responsible for maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or intentional misconduct.

24. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective buyer because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such person.

25. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.

26. MEDIATION. If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by one party to the other at the other party's last known address.

27. ATTORNEY FEES. In the event of any arbitration or litigation relating to this Seller Listing Contract, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

28. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

1. - Should current tenant desire to buy said residence at price and terms acceptable to seller, upon completion of closing, total commission rate shall be reduced from 6.0% to 4.0%.

2. - Should listing broker find a ready, willing and able purchaser where there is no other real estate broker involved, total commission shall be reduced from 6.0% to 4.5% upon completion of closing.

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3. - Seller is aware of the property management agreement already in place with Dancing Star Realty. Should the property as stated herein sell prior to the expiration date of the current tenants lease (as stated herein this contract) and while listed for sale with Dancing Star Realty, seller (aka Landlord) will be relieved of any further monthly agent fees for the management of said property on the Closing day of the sale and the funding thereof with the delivery of the Deed to the new owner.

4. - Listing Broker and seller understand that acceptable offers will be submitted for court approval for final acceptance. This may impact traditional timelines for closing on the property. Dancing Star shall inform agents of this potential delay prior to the submission of the offer.

29. ATTACHMENTS. The following are a part of this Seller Listing Contract:
n/a

30. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Seller Listing Contract is deemed to inure to the benefit of any person other than Seller, Broker and Brokerage Firm.

31. NOTICE, DELIVERY AND CHOICE OF LAW.

31.1. Physical Delivery. All notices must be in writing, except as provided in § 31.2. Any document, including a signed document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller is effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller or representative of Seller.

31.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice, may be delivered in electronic form only by the following indicated methods: Facsimile E-mail Internet. If no box is checked, this § 31.2 is not applicable and § 31.1 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

31.3. Choice of Law. This Seller Listing Contract 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 this state for property located in Colorado.

32. MODIFICATION OF THIS LISTING CONTRACT. No subsequent modification of any of the terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

33. COUNTERPARTS. This Seller Listing Contract may be executed by each of the parties, separately, and when so executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

34. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.

35. COPY OF CONTRACT. Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all attachments.

Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

Paul O. Camarco, Trustee

Date: 5/14/2018

Seller: **Camarco Living Trust**

By: Paul O. Camarco, Trustee

Address: **18510 Woodhaven Colorado Springs CO 80908**

Phone: Fax:

Electronic Address: **pcamarco@gmail.com**



Date: **5/3/2018**

Broker: **Victoria A. Baker**

Brokerage Firm's Name: **Dancing Star Realty, LLC**

Address: **19925 Indi Drive Monument, CO 80132**

Ph: **719-488-2234** Fax: **719-481-4455** Electronic Address: **Home4U@DancingStarRealty.com**

LC50-6-16 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

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Seller(s) Initials: **POC**



Dancing Star Realty, LLC
 19925 Indi Drive Monument, CO 80132
 Victoria A. Baker
 Ph: 719-488-2234 Fax: 719-481-4455

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: 5/3/2018

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. **16970 Buffalo Valley Path, Monument, CO 80132**

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

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

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

2.2 The Water Provider for the Property can be contacted at:
 Name: Town of Monument Public Works
 Address: 645 Beacon Liet Road Monument, CO 80132
 Web Site: http://www.townofmonument.net/PWWater.html
 Phone No.: 719-884-8037

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.

Paul O. Camarco, Trustee

Date: 5/14/2018

Seller: **Camarco Living Trust**
 By: **Paul O. Camarco, Trustee**

Seller: _____ Date: _____

Buyer: _____ Date: _____

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46 Buyer: _____ Date: _____

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SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. CTM eContracts - ©2016 CTM Software Corp.



Dancing Star Realty, LLC
 19925 Indi Drive Monument, CO 80132
 Victoria A. Baker
 Ph: 719-488-2234 Fax: 719-481-4455

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SF 94-5-04)

SQUARE FOOTAGE DISCLOSURE

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

Property Address: **16970 Buffalo Valley Path, Monument, CO 80132**

1. Licensee Measurement

Listing Licensee Has **Has Not** measured the square footage of the residence according to the following standard, methodology or manner:

<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/> Exterior measurement	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> FHA	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> ANSI	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> Local standard <i>n/a</i>	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> Other <i>n/a</i>	<i>n/a</i>	<i>n/a</i>

2. Other Source of Measurement :

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

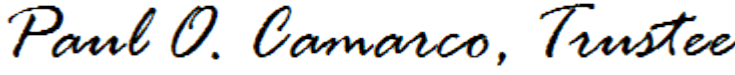
<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/> Prior appraisal (Date of document)	<i>n/a</i>	<i>n/a</i>
<input type="checkbox"/> Building plans (Date of document)	<i>n/a</i>	<i>n/a</i>
<input checked="" type="checkbox"/> Assessor's office (Date obtained)	05/03/2018	2,925 Sq. Ft.
<input type="checkbox"/> Other <i>n/a</i>	<i>n/a</i>	<i>n/a</i>

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

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

Listing Licensee:  Date: 5/3/2018
Victoria A. Baker

The undersigned acknowledge receipt of this disclosure.

 Date: 5/14/2018

Seller: **Camarco Living Trust**
 By: **Paul O. Camarco, Trustee**

Buyer: _____ Date: _____