

**BEAUTIFUL LOG CABIN * 35 ACRES
LOVELAND COLORADO
ROCKY MOUNTAIN NATIONAL WILDERNESS
PINEWOOD LAKE * FLAT IRON
RESERVOIR * CARTER LAKE * FISHING
HUNTING * HIKING * RECREATION**

ABSOLUTE AUCTION

Tuesday—July 16th—2PM

**AUCTION LOCATION: 1612 Saddle Notch Road, Loveland
Colorado 80537 (GPS takes you to home)**



LippardAuctions.com 580-237-7174

Open Cabin Viewing: July 6th 10am-2PM or July 15th 9AM-3PM

Directions to Cabin: From Hwy 34 & 29 (just west of Loveland, CO) go 2 miles south on Hwy 29 to CR 18E / Pole Hill Rd. then continue 8 miles west to Skinner Gulch Road, then take Skinner Gulch Road 1.2 miles to Saddle Notch Road, then turn right to property. (Watch for signs)

**LA LIPPARD
AUCTIONEERS**

**Questions call
Troy 580-747-6747 or
Rodney 580-542-6652**



This exceptional custom log cabin is situated on 35 acres and surrounded by beautiful pine forest. This property adjoins a 450± acre conservation easement and is located at 7,500 feet elevation. The cabin is split level with concrete lower level and D-log constructed upper level built in 1995.

The cabin has approximately 2,156 square feet of living area plus the 2 car garage that has been converted to living area.

The cabin has (4) bedroom, 2.5 bath, vaulted living area with wood burning stone fireplace. The kitchen is just off of the living area with open deck area off the kitchen and living area. The main level has (2) bedrooms, (1) bath, living room, and kitchen. The upper level has (1) bedroom and (1) bathroom. The basement has (1) bedroom, half bathroom, living area and access to the converted garage area (currently used as a work area), but could be converted back to a garage.

The property offers seclusion with open opportunities to view all kinds of wildlife. Access to the property is by very good blacktop road with exception to 1 mile of county gravel road. The cabin has water well, septic sewer system, central forced heating system (LP), 1,000 gallon LP tank (owned) and a 22'x22' partially finished shop, detached.

On your way up to the cabin you will pass Flat Iron Reservoir, Carter Lake, and Pinewood Lake that offers excellent fishing and boating. The wildlife viewing and hunting is exceptional for this cabin and area. The seller has lived in the home for the past 18 years plus!

The property is selling to the highest bidder, so plan to be at the open cabin viewing dates or call for an appointment to view!

40 miles MOL to Estes Park CO, 60 miles to Denver CO MOL

For questions contact Rodney Timm 580-548-6652 or Troy Lippard 580-747-6747 or view all information at www.lippardauctions.com

Legal Description: 35± Parcel 29 in Section (23 and 24), Township (5) North, Range (71) west of the 6th PM, County of Larimer, Colorado, see detailed legal online

Road Association Dues: \$500.00 annually

Utilities: Poudre Valley Electric, 1,000 water cistern, water well, septic sewer system, Verizon Broadband wireless, Century Link

Taxes: \$2,107.30

Internet Bidding: will be available by logging on to www.lippardauctions.com to register. Neither the auction company nor the seller is responsible in the event of loss of signal by either side. There is an additional 3% Buyers Premium for online bidders.

Terms/Conditions: 5% of the total purchase price is to be placed in escrow the day of the auction with the balance being due upon delivery of marketable title. No pre-offers will be accepted prior to auction.

Title Insurance: Buyer and Seller will split Owners Title Policy and Closing Cost. Closing Company will be Land Title, 345 E 27th Street, Loveland, CO 80538, 970-663-3628

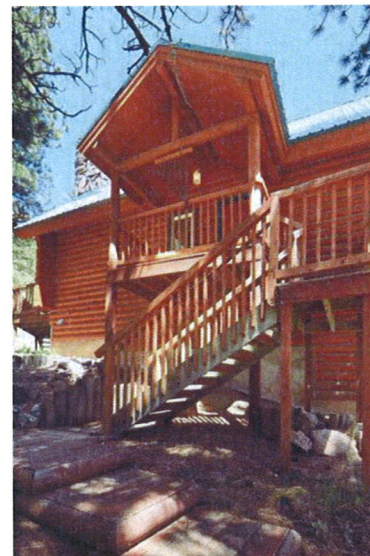
Buyers Premium: There is a 10% Buyer's Premium that will be added to the high bid price to establish the total contract price.

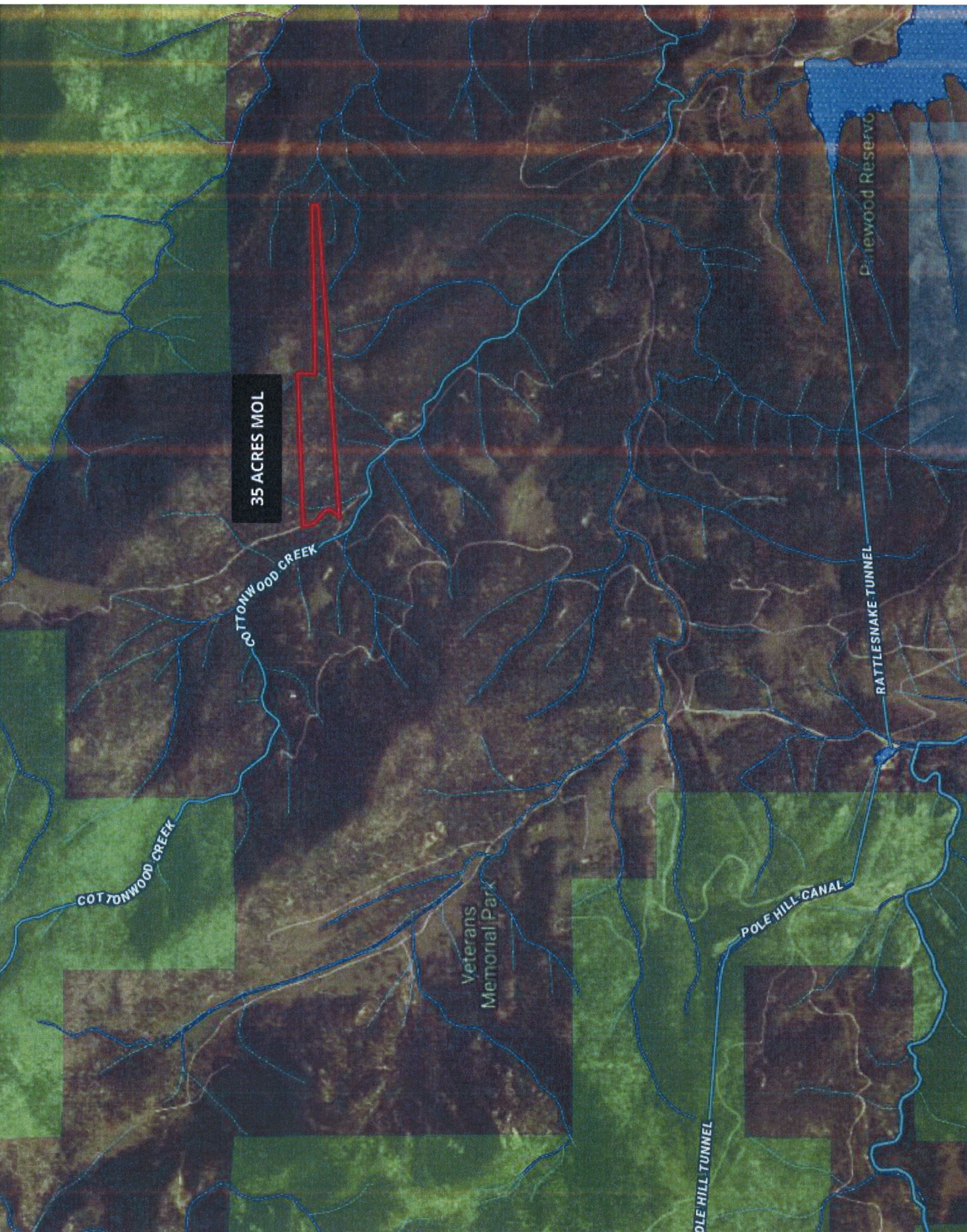
Disclaimer: All information has been taken from sources believed reliable; however, no guarantee is being made by the auction company or the seller. Buyers should satisfy themselves as to any inspections prior to bidding. All financing must be in order prior to bidding. This property is selling "AS IS" with no contingencies! Any announcements made the day of the auction supersede all advertising or comments.

SELLER: BLESSED MOUNTAIN TRUST

Colorado Broker's License ER100027515

LippardAuctions.com 580-237-7174





35 ACRES MOL

COTTONWOOD CREEK

COTTONWOOD CREEK

Veterans Memorial Park

POLE HILL CANAL

POLE HILL TUNNEL

RATTLESNAKE TUNNEL

Pinewood Reservoir

EXCLUSIVE CONTRACT FOR SALE OF REAL ESTATE

SELLER: THAI H. NGUYEN-PHUOC

BUYER: _____

Address: 1612 SADDLE NOTCH ROAD, LOVELAND,

ADDRESS: _____

CO 80537

STATE, CITY, ZIP: _____

Phone: 303-550-3376

PHONE: _____ Email: _____

Email: thai.randleman@gmail.com

“Total High Bid” \$ _____ (Sum of all Tract High Bids)

“Buyer Premium” \$ _____ (10% of Total High Bid)

“Total Purchase Price”: \$ _____ (Total High Bid + Buyers Premium)

“Earnest Money”: \$ _____ (10% of the Total Purchase Price)

1. **OFFER AND ACCEPTANCE.** The terms of this Contract for Sale of Real Estate ("Contract") shall represent a binding contract between Seller and Buyer upon execution by the parties hereto.

MUTUAL COVENANTS. Seller agrees to sell and Buyer agrees to purchase the real estate legally described on **PARCEL 29 (SADDLE NOTCH) a/k/a 1612 SADDLE NOTCH ROAD, LOVELAND, CO 80537**

BEING A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 5 NORTH, RANGE 71 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24 AS BEARING SOUTH 88 DEGREES 37'28" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER SOUTH 00 DEGREES 15'14" WEST 1004.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 15'14" WEST 291.87 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER NORTH 89 DEGREES 08'19" EAST 1309.09 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER NORTH 89 DEGREES 06'15" EAST 1303.83 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SOUTH 00 DEGREES 04'16" EAST 55.23 FEET; THENCE SOUTH 85 DEGREES 55'00" WEST 4868.43 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF AN EXISTING ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: NORTH 50 DEGREES 26'54" EAST 59.02 FEET, NORTH 35 DEGREES 18'01" EAST 121.47 FEET, NORTH 08 DEGREES 29'53" EAST 41.54 FEET, NORTH 28 DEGREES 32'15" WEST 40.88 FEET, NORTH 47 DEGREES 19'26" WEST 62.03 FEET, NORTH 52 DEGREES 02'45" WEST 123.57 FEET, NORTH 44 DEGREES 30'20" WEST 58.06 FEET, NORTH 32 DEGREES 18'38" WEST 45.93 FEET; NORTH 14 DEGREES 59'10" WEST 52.42 FEET, NORTH 12 DEGREES 20'29" WEST 98.28 FEET; THENCE NORTH 87 DEGREES 42'59" EAST 2387.12 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF LARIMER, STATE OF COLORADO

(the "Premises") attached hereto, and incorporated by this reference herein, located in **LARIMER** County, **Colorado** consisting of the more or less, along with such fixtures that are customarily transferred to a buyer in real estate transactions, upon the terms set forth in this Contract.

2. **Purchase Price.** Buyer agrees to pay to Seller a "Total Purchase Price" identified above for the Premises. Buyer has concurrently paid Seller ten percent (10%) of the Contract Price (in the amount of

"Earnest Money" identified above) to be held in a non-interest bearing trust account of **Land Title Guarantee Company (Heather) % Larimer/Weld County Title Team, 772 WHALERS WAY #100 FORT COLLINS, CO 80525 (970) 282-3649 (Work) (970) 282-3652 (Work Fax) customercare@ltgc.com** ("Escrow Agent") for delivery to Seller at the time of closing. Checks shall be made payable to Escrow Agent. The balance of the Purchase Price, adjusted by proration's and credits allowed the parties by this Contract, shall be paid to Seller at closing by cash, wire transfer of funds or cashier's check.

3. **POSSESSION AND CLOSING.** Seller shall deliver possession of the Premises, subject to tenant's rights (if any), to Buyer concurrently with the closing of this transaction, which shall occur on or at any mutually agreeable time before on **August 19, 2019** through the offices of Escrow Agent at **Land Title Guarantee Company (Heather)**. Any fees charged by the title company for handling the escrow closing shall be equally split between Seller and Buyer. Seller agrees to continue to maintain the Premises through the day of closing.
4. **DEED OF CONVEYANCE.** At closing, upon Buyer's compliance with the terms of this Contract, Seller shall execute and deliver to Buyer a recordable General Warranty Deed to the Premises, subject to zoning ordinances, utility easements, recorded easements, rights of way of record, deed restrictions, all other matters of record and all matters which would be disclosed by an accurate survey and inspection of the Real Estate (including, but not limited to, boundary line disputes, overlaps and encroachments)(the "Permitted Exceptions")
5. **CONDITION OF PREMISES.** BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY INSPECTED AND EXAMINED THE PREMISES (OR HAS HAD A FULL AND ADEQUATE OPPORTUNITY TO DO SO) AND IS RELYING UPON ITS OWN INSPECTION OF THE PREMISES (AND ANY "FIXTURES", AS DEFINED BY THE LAW OF THE STATE OF COLORADO, NOT OWNED BY TENANTS). **BUYER AGREES TO ACCEPT THE PHYSICAL CONDITION OF THE PREMISES (AND ANY SAID FIXTURES) "AS IS", "WHERE IS", AND "WITH ALL FAULTS".**
6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.**
 - A. The 2019 calendar year taxes (and any assessments) shall be pro-rated to the date of closing based on taxes and assessments for 2019, and such proration at Closing shall be final and conclusive even if the taxes and assessments for 2019 are either more or less than the taxes for 2015. Buyer will be responsible for all subsequent taxes.
 - B. If any part of the Premises are part of a larger tax or assessment parcel ("Parent Parcel"), Buyer's prorated share of taxes and assessments allocable to the Premises, for 2019, shall be further prorated based on the following formula: total taxes/assessments allocable to the Parent Parcel for such fiscal tax year times a fraction, the numerator of which is the acreage of the Premises within the Parent Parcel and the denominator of which is the acreage of the entire Parent Parcel. Seller, at its option, may require a "reverse proration" of such taxes and assessments whereby Buyer pays Buyer's prorated share of taxes and assessments at Closing and Seller shall pay all taxes and assessments for the Premises before same become delinquent. If Seller so elects to do a reverse proration at Closing, Seller agrees that taxes on the Parent Parcel shall be paid by Seller no later than December 31, 2019.
 - C. **Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND

BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

7. **EVIDENCE OF TITLE.** Seller shall provide Buyer with an owner's policy of title insurance (standard coverage, without endorsements) in the amount of the purchase price, subject only to the Permitted Exceptions. The applicable premium for the title insurance policy shall be paid by Seller at closing.
8. **SURVEY.** If the boundaries to the Premises are not established to Buyer's satisfaction, Buyer may, at Buyer's option, secure a survey of same at Buyer's sole cost and expense. A plat of such survey must be delivered to Seller not later than 7 days prior to Closing (which survey must contain the surveyor's certification, to both Seller and Buyer, of acreage so determined). Should such survey indicate more than a 2% variance in the acreage between the number of acres posted and/or announced at the actual auction sale, Seller shall adjust the Total Purchase Price. Such recalculated Total Purchase Price shall be determined by multiplying the acreage as determined by the survey by the Total Purchase Price divided by the stated acreage at time of auction. Notwithstanding the foregoing, however, no such Purchase Price adjustment shall be made with respect to any Tract which includes a residential dwelling.
9. **MINERAL RIGHTS, SURFACE RIGHTS.** to be provided if owned by Seller.
 - A. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.
 - B. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.
10. **WATER RIGHTS, WELL RIGHTS.** Water Rights, if any are appurtenant to the Premises, shall be deemed included in the sale of the Premises.
 - A. **WELL RIGHTS:** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing.
11. **WIND RIGHTS.** Wind Rights, if any are appurtenant to the Premises, shall be deemed included in the sale of the Premises.
12. **LIABILITY OF ESCROW AGENT.** The parties acknowledge that the Escrow Agent hereunder acts at the request and convenience of the parties. When acting in such capacity the Escrow Agent shall not be deemed to be the agent of either of the parties hereto and the Escrow Agent shall not be liable to either of the parties for any acts or omissions of Escrow Agent on its part unless taken or suffered in bad faith,

in willful disregard of this Contract, or involving gross negligence. Seller and Buyer shall, jointly and severally, indemnify, defend and hold harmless Escrow Agent from and against all costs, claims, and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to acts or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Contract, or involving gross negligence on the part of the Escrow Agent. In no event shall the Escrow Agent be liable for unearned interest with respect to the Earnest Money deposit.

13. **COMMISSION.** The parties hereto agree that no real estate commission is due any party in regard to this transaction other than outlined Seller's auction contract. Each party agrees to indemnify the other and hold it harmless in respect to any commissions, fees, judgments, or expenses of any nature or kind which it may become liable to pay by reason of any claims by or on behalf of brokers, finders, or agents employed by the other party in connection with the transaction contemplated by this Contract, or any litigation or similar proceeding arising from such claims. Each party represents to the other that, other than as stated herein, there is no valid basis for such claims.
14. **DEFAULT.**
 - A. If Buyer fails to perform any obligation imposed by this Contract, Seller may serve written notice of default upon Buyer. If such default is not corrected within five (5) days thereafter, then, at the option of the Seller, Seller may terminate said Contract and shall be entitled to retain the Earnest Money paid hereunder as liquidated damages, and as Seller's sole remedy. In the event of Seller's failure to perform its obligations imposed by this Contract then, Buyer shall serve upon Seller written notice to correct such default. Should Seller fail to correct such default within five (5) days of receipt of such notice, Buyer may seek specific performance or any other remedy provided by law or equity against the Seller.
 - B. The Escrow Agent, upon receiving an affidavit from the defaulting party stating that this Contract has been terminated as provided herein, shall notify the other party of said affidavit and shall, in the event that the other party does not object in writing within five (5) business days, deliver the Earnest Money to the non-defaulting party. In the event that the other party objects within the five (5) day period, the Escrow Agent shall retain the deposit until the parties have reached agreement on the disposition of the Earnest Money or a court of law has ordered the disposition of the same. Escrow Agent shall be entitled to file an interpleader action in the event of dispute regarding the disposition of the Earnest Money (and, upon such interplead, Escrow Agent shall be entitled to recover it court costs and attorney's fees (paid from the Earnest Money so interplead). In the event of litigation necessary to enforce the provisions of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs.
15. **Superseding Effect of Auction Day Announcements.** The Auction Day Announcements so made by Auctioneer shall supersede any inconsistent provision of this Contract.
16. **INCLUSIONS/EXCLUSIONS.** The sale and purchase of the Premises shall also be deemed to include all fixtures as defined by the common law of the State of COLORADO.
17. **ENTIRETY OF AGREEMENT/APPLICABLE LAW.** This Contract contains the entire agreement between the parties respecting the purchase and sale of the Premises. This Contract shall be interpreted and construed by the laws of the State of Colorado and shall be deemed made wholly within the State of Colorado.
18. **TIME OF THE ESSENCE/NO ASSIGNMENT.** The time for performance of the obligations of the parties expressed in this Contract is of the essence to both parties. Neither party may assign its rights hereunder without the expressed written consent of the other party, which other party may withhold its consent in its sole and absolute discretion.

19. **NOTICES.** All notices required or permitted to be given pursuant to this Contract, in order to be effective, must be mailed, if to Seller, at Seller's address first written above ("Seller's Notice Address"), and, if to Buyer, at Buyer's address first written above ("Buyer's Notice Address"). Said notices shall be transmitted by Certified United States mail addressed to the other party's Notice Address specified above. If either party shall so mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the postal day of mailing.
20. **No WARRANTIES By SELLER/DISCLAIMER.** IT IS UNDERSTOOD AND AGREED THAT SELLER HAS NOT MADE, DOES NOT HEREIN MAKE, AND SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY RELATING TO THE CONDITION OF THE PREMISES OR TO BUYER'S USE OF THE PREMISES. ANY SUCH REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY VIRTUE OF STATUTE, COMMON LAW, CUSTOM OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER TO THE FULLEST EXTENT PERMITTED BY LAW. BUYER ACKNOWLEDGES THAT BUYER HAS CAREFULLY INSPECTED AND EXAMINED THE PREMISES (OR HAS HAD A FULL AND ADEQUATE OPPORTUNITY TO DO SO) AND IS RELYING UPON ITS OWN INSPECTION OF THE PREMISES. **BUYER AGREES TO ACCEPT THE PHYSICAL CONDITION OF THE PREMISES "AS IS", "WHERE IS", AND "WITH ALL FAULTS".**

SELLER:

BUYER:

By:

BY:

By:

BY:

Date:

Date:

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. Check applicable boxes below.

Property Address: 1612 Saddle Notch Rd. Loveland, Co

1. Licensee Measurement

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

Table with 3 columns: Standard/Methodology/Manner, Date Measured, Square Footage. Rows include Exterior measurement, FHA, ANSI, Local standard, and Other.

2. Other Source of Measurement:

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

Table with 3 columns: Source of Square Footage Information, Date, Square Footage. Rows include Prior appraisal, Building plans, Assessor's office, and Other.

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

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

By [Signature] Listing Licensee June 10, 2019 Date

The undersigned acknowledge receipt of this disclosure.

Seller Thai Nguyen 6/10/19 Date

Buyer Date Buyer Date

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (DD25-5-09) (Mandatory 7-09)

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

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant)

Seller's Agent: A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

THIS IS NOT A CONTRACT.

I acknowledge receipt of this document on June 10, 2019.

Three Nguyen 6/10/19 Signature Signature

On June 10, 2019, Broker provided Seller with this document via email and retained a copy for Broker's records.

Brokerage Firm's Name: Lippard Auctioneers, Inc.

Broker [Signature]

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (GD31-9-12)

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

GREEN DISCLOSURE (Energy)

THIS DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.

Seller states that the information contained in this Disclosure is correct to Seller's CURRENT ACTUAL KNOWLEDGE as of this Date. Seller hereby receipts for a copy of this Disclosure. Broker may deliver a copy of this Disclosure to prospective buyers.

Note: If an item is not present at the Property, the Seller does not know the answer or if an item is not to be included in the sale, the applicable check box is not checked. The Contract to Buy and Sell Real Estate, not this Disclosure form, determines whether an item is included or excluded; if there is an inconsistency between this form and the Contract, the Contract controls.

Date: June 10, 2019
Property Address: 1612 Saddle Notch Rd, Loveland, Co
Seller:

Property Address: 1612 Saddle Notch Rd, Loveland, Co
Street City State Zip

- 1. Home Performance Programs
2. Construction Type: SIPS, ICF, Material Efficient Framing, Improved Insulation, Straw Bale, Earthen Build/Rammed Earth, Other: DLog + Sawn Log Siding
3. Heating, Cooling and Ventilation: Ground Source Heat Pump, High Efficiency Furnace/Boiler, Tankless/On Demand Water Heater, High Efficiency Water Heater, Evaporative Cooling, Whole House Fan, High SEER A/C, Ceiling Fans, Insulation Air Sealing Upgrades Completed, Home Orientation
4. Water Efficient Features: Low Flow Toilets, Low Flow Fixtures/Shower Heads, Low Water sod, Hot Water Recirculation Pump/Structured Plumbing, Xeriscaping, Greywater System, WaterSense by ENERGY STAR
5. Indoor Air Quality: Indoor Air Quality Plus by ENERGY STAR, Heat Recovery Ventilator/Fresh Air System, No or Low VOC Paint, Radon Mitigation System, Green Guard Certified Carpet / Flooring, No Formaldehyde Certified Cabinetry
6. Sustainable Materials: FSC Certified Lumber, FSC Certified Cabinets, Recycled Content, Reclaimed Flooring, Sustainable Flooring, Regionally Harvested
7. Energy Features: ENERGY STAR/Low E Windows, Orientation/Passive Solar Design, Automated Lighting Controls, ENERGY STAR Rated Roof, High Efficiency Lighting, Programmable Thermostat

ENERGY&GREEN FEATURES ADDENDUM – GLOSSARY OF TERMS

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TERM	DEFINITION
AFUE	A central furnace or boiler's efficiency is measured by annual fuel utilization efficiency (AFUE).
Automated Lighting Controls	Automatic controls for lighting range from a simple outdoor light fixture with a built-in photo sensor to whole-house programmable controls that can activate lights for various scenarios.
Ceiling Fans	Fans, set to push warm air into living spaces, can reduce winter heating bills, & cut cooling costs when they are used in lieu of air-conditioners.
Earthen Built / Rammed Earth	A technique used in the building of walls using the raw materials of earth, chalk, lime & gravel.
ENERGYSTAR® / Low E Windows	In general, Colorado requires a U-factor of 0.35 or less to meet ENERGY STAR guidelines.
ENERGYSTAR® Rated Roof	ENERGY STAR qualified roof products reflect more of the sun's rays.
ENERGYSTAR® Refrigerator, Dishwasher, Clothes-Washer	ENERGY STAR qualified refrigerators are 20% more energy efficient than the minimum federal standard. ENERGYSTAR® qualified dishwasher models are, on average, 10% more energy efficient than non-qualified models. ENERGYSTAR® qualified clothes washers use about 30% less energy & use over 50% less water than regular washers.
Evaporative Cooling	AKA swamp cooler. A simple cooling system that operates by moving air across or through a wet pad.
FSC Certified Cabinets	Independent certification & labeling of forest products, such as lumber used for cabinets, administered by the Forest Stewardship Council.
FSC Certified Lumber	Independent certification & labeling of forest products, such as lumber used for framing, administered by the Forest Stewardship Council.
Green Guard Certified Carpet/Flooring	Third-party certification program for carpet & flooring.
Grey water System	Untreated wastewater resulting from lavatory wash basins, laundry & bathing. Waste water from kitchen sinks is often excluded because of the high food & grease content.
Ground Source Heat Pump (Geothermal heat pumps/geothermal heat exchange)	Ground source heat pumps (GSHPs) are electrically powered systems that tap the stored energy of the earth. These systems use the earth's relatively constant temperature to provide heating, cooling, & hot water.
High Efficiency Furnace / Boiler	The Federal Trade Commission requires new furnaces or boilers to display their AFUE so consumers can compare heating efficiencies of various models. AFUE is a measure of how efficient the appliance is in the energy in its fuel over the course of a typical year.
High Efficiency Lighting (CFLs, LED)	New lighting technologies use less energy, last longer, & give off the same amount of light as old incandescent technologies. Compact fluorescent lights (CFLs) use about a quarter of the energy while giving off the same amount of light & lasting up to 10 times longer. Light-emitting Diodes (LEDs) create light without releasing heat, last longer than CFLs & do not contain mercury.
High Efficiency Water Heater	High efficiency water heaters use 10 to 50 percent less energy than standard models. Models with an ENERGYSTAR rating are considered highly efficient.
High SEER Air Conditioning	Air conditioners manufactured after January 26, 2006 must achieve a Seasonal Energy Efficiency Ratio (SEER) of 13 or higher.
Home Orientation (South Facing Overhangs)	The home is located on the property to maximize solar gain in winter, & provide shade in summer. In general, a south-facing orientation, within 30° east or west of true south, will provide around 90% of the maximum static solar collection potential.
Home Performance with ENERGY STAR®	Home Performance with ENERGYSTAR is a national program administered by the U.S. Environmental Protection Agency (EPA) & the U.S. Department of Energy (DOE). It offers a comprehensive, "whole-house" approach to improving energy efficiency & comfort of existing homes.
Hot Water Recirculation Pump / Structured Plumbing	Hot water recirculation systems use a pump to move hot water through the plumbing system from the water heater to near the fixtures. Structured Plumbing is a method of designing the hot water plumbing layout to minimize hot water delivery times.
ICF	Rigid plastic foam forms that hold concrete in place during curing & remain in place afterwards to serve as thermal insulation for concrete walls. The foam sections are lightweight & result in energy efficient, durable construction.
Indoor air PLUS By ENERGYSTAR®	A variety of construction practices & technologies to decrease the risk of poor indoor air quality. The Environmental Protection Agency administers a builder program called Indoor air PLUS
Improved Insulation	Building codes typically require a minimum insulation level for each component of the building envelope. Improved Insulation refers to increasing the insulation levels beyond the minimum code requirements.
Insulation Air Sealing Upgrades	For existing homes, Insulation & Air Sealing upgrades are typically implemented in conjunction with an energy audit. These steps help seal a home from drafts & leakage, & increase the insulation levels of the home.
Low Flow Fixtures / Shower Heads	A faucet with aerator installed to reduce the flow of water but not reduce water pressure. Low-flow shower heads use about 2 ½ gallons of water per minute compared to between four & five gallons per minute used by conventional heads.

TERM	DEFINITION
Low Flow Toilets	A toilet that uses less water per flush when compared to the current federal requirements. Such toilets often have the EPA's WaterSense label. In general, low-flow toilets use a maximum of 1.28 gallons of water per flush.
Low-water Sod	Landscaping that has significantly lower watering requirements than conventional turf. Most of these types come with certificates of installation in Colorado.
No Formaldehyde Certified Cabinetry	The Kitchen Cabinet Manufacturers Association (KCMA) created the Environmental Stewardship Program (ESP) to help cabinet manufacturers demonstrate their commitment to environmental sustainability & help consumers easily identify environmentally-friendly products.
No or Low VOC Paint	Paints that release no, or minimal Volatile Organic Compound (VOC) pollutants, & are virtually odor free.
Orientation / Passive Solar Design	Solar geometry, window technology & local climate are used to direct building design. Helps reduce or even eliminate the need for mechanical cooling & heating & daytime artificial lighting.
Programmable Thermostat	A thermostat that can be programmed to increase & decrease a home's temperature setting automatically.
Radon Mitigation System	A system that detects radon, a naturally occurring gas, colorless & odorless, that causes adverse health effects. Radon gas often enters a structure by seeping through cellar walls & floors.
Reclaimed Flooring	Material that is recovered for reuse or another purpose, such as wood burn siding that becomes flooring.
Recycled Content	Recycled-content products are made from materials that would otherwise have been discarded. These products are made totally or partially from material contained in recycled products, like aluminum soda cans or newspaper.
Regionally Harvested	Harvested within 500 miles of home.
SEER Rating	The rating & performance standard developed by the U.S. government & equipment manufacturer's to produce an energy consumption rating that is easy to understand by consumers. The lower the SEER rating, the more energy required to produce the desired effect.
SIPS	Panels made from a thick layer of foam sandwiched between two layers of Oriented Strand Board (OSB), plywood or fiber-cement. They are an alternative to the foam core & are available with a core of agriculture fibers (such as wheat straw) that provides similar thermal & structural performance.
Straw Bale	A construction method that uses waste straw left over from crops, such as wheat, oats, barley, rye, rice & flax, after all the food has been extracted. Straw is gathered, baled, compressed & tied together. Bales are placed over a "stemwall" to protect the straw from the ground soil & the straw bales are stuccoed & plastered over for finishing.
Sustainable Flooring	Sustainable flooring is produced from sustainable materials (& by a sustainable process) that reduces demands on ecosystems during its life-cycle. This includes harvest, production, use & disposal.
Tankless/On Dem & Water Heater	A system that delivers hot water at a preset temperature when needed, but without requiring the storage of water. The approach reduces or eliminates energy standby losses. Tankless water heaters can be used for supplementary heat, such as a booster to a solar hot water system, or to meet all hot water needs. Tankless water heaters have an electric, gas, or propane heating device that is activated by the flow of water.
Whole House Fan	A whole-house fan is a type of fan installed in a building's ceiling, designed to pull hot air out of the building.
Xeriscaping	A method of landscaping that promotes water conservation.

