



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-5-19) (Mandatory 7-19)

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

**CLOSING INSTRUCTIONS**

Date: 2/9/2021

**1. PARTIES, PROPERTY.** TR Lewis, (Seller), and , (Buyer), engage Abstract & Title Co of Mesa County, (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.

TBD Hwy 330, Molina, CO 81646, and more fully described in the Contract to Buy and Sell Real Estate, dated \_\_\_\_\_, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.

**2. TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company  **Agrees**  **Does Not** agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company  **Agrees**  **Does Not** agree to furnish copies of Exceptions.

**3. INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to, deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

**4. PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:

**4.1 Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of 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 the 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.

50 **4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and  
51 detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller.  
52 Closing Statements will be prepared in accordance with the Contract and written instructions from the  
53 Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the  
54 Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an  
Agreement to Amend/Extend Contract.

55 **5. CLOSING FEE.** Closing Company will receive a fee of \$ 280 for providing closing and  
56 settlement services (Closing Fee).

57 **6. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed  
58 documents or things of value prior to receipt and disbursement of Good Funds, except as provided in  
59 §§10, 11 and 12.

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

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

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

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

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

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

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

97 **14. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company  
98 will submit any required Change in Ownership form or registration of existing well form to the Division of

99 Water Resources in the Department of Natural Resources (Division), with as much information as is  
100 available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required  
101 form.

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

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

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

111 **16. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the  
112 Colorado Real Estate Commission.)  
113

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

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

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

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

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

128 **19.3 Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by:  
129 (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the  
130 recipient receives the information necessary to access the documents or (3) facsimile at the facsimile  
131 number (Fax No.) of the recipient.

132 **19.4 Choice of Law.** These Closing Instructions and all disputes arising hereunder are  
133 governed by and construed in accordance with the laws of the State of Colorado that would be  
134 applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

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

Address:

Phone No.:

Fax No.:

Email Address:

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

Address:

Phone No.:  
Fax No.:  
Email Address:

*TR Lewis*

Date: 2/10/2021

Seller: **TR Lewis**  
Address:

Phone No.:  
Fax No.:  
Email Address:

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

Address:

Phone No.:  
Fax No.:  
Email Address:

**Closing Company's Name:** **Abstract & Title Co of Mesa County**

<div data-bbox="253 1151 919 1281" style="border: 1px solid black; height: 60px; width: 410px;"></div> <hr/>	
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By: **Whitney Welch**

Authorized Signature                      Title:

Address: **128 N 5th St. Suite 2B**

**Grand Junction, CO 81501**

Phone No.: **970-589-8926**

Fax No.: **970-241-4925**

Email Address: **Whitney@Abstracttitle.biz**

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**CL8-5-19. CLOSING INSTRUCTIONS**

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