

# **Allpine Title of Monte Vista**

## **Privacy Policy Notice**

### **PURPOSE OF THIS NOTICE**

#### **Committed to Protecting Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information -particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, Allpine Title of Monte Vista has adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our agents, or others; and
- Information we receive from a consumer-reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include Gunnison County Abstract.

#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Allpine Title of Monte Vista  
950 2nd Ave., Monte Vista, Colorado 81144  
Agents for Attorneys Title Guaranty Fund, Inc.**

**CLOSING INSTRUCTIONS**

**THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

DATE: **January 11, 2010**  
CASE NO.: **R8-**

1. **Tom Doe and Sally Doe** (SELLERS) and **John Doe and Jane Doe** (PURCHASERS) hereby engage **Allpine Title of Monte Vista** (CLOSING AGENT), who agrees to provide closing and settlement services in connection with the closing of the following described real estate in the County of **Rio Grande** State of **Colorado**, to wit:

also known as; **123 Current Lane., Monte Vista, CO 81144**

2. Closing Agent is authorized to obtain information and agrees to prepare, obtain, deliver and record all documents necessary to carry out the terms and conditions of the Contract to Buy and Sell Real Estate dated **February 21, 2010** with ALL amendments and counterproposals.

3. Documents will be prepared by Closing Agent at the expense of the party or parties as set forth in said Contract.

4. Closing Agent will receive a fee for providing these closing and settlement services to be the expense of the party or parties as set forth in said Contract. Closing agent is authorized to retain any and all interest earned, if any, on any funds received and disbursed in connection with these closing and settlement services.

5. Closing Agent is authorized to receive funds and to disburse funds when all funds received are either: available for immediate withdrawal as a matter of right from the financial institution in which the funds have been deposited or are available for immediate withdrawal as a consequence of an agreement of financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn ("Good Funds".)

6. Closing Agent is not authorized to release any documents or things of value prior to receipt and disbursement of Good Funds, except as provided in Paragraphs 12 and 13.

7. Closing Agent shall disburse all funds in closing except those funds as may be separately disclosed in writing to Purchaser., Seller, Agent or Purchaser's Lender on or before closing.

8. Seller will receive the net proceeds of closing by check from the Closing Agent's Escrow Account unless closing agent is instructed in writing more than 24 hours prior to closing. Any fees associated with any other form of disbursement (cashier's check or wire transfer) will be deducted from the proceeds being disbursed.

9. Purchaser and Seller will furnish any additional information and documents required by Closing Agent which will be necessary to complete this transaction, and Purchaser and Seller further agree to sign and complete all and customary required documents at closing to fulfill the Contract.

10. Closing Agent will prepare and deliver an accurate, complete and detailed Closing Statement to Purchaser and Seller at time of closing.

11. If requested by Closing Agent, earnest money deposit will be delivered to Closing Agent in sufficient time before closing to disburse Good Funds.

12. If closing does not occur, Closing Agent, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions. In addition, any Promissory Note, Deed of Trust, or other evidence of indebtedness signed by Purchaser, shall be voided by Closing Agent, with the original(s) returned to Purchaser and copy to Purchaser's Lender.

13. If any conflicting demands are made on the Closing Agent, at its sole discretion Closing Agent may hold any monies, documents and things of value received from any party except Purchaser's Lender. Closing Agent shall retain such items until (1) receipt of mutual written instruction from Purchaser and Seller; or (2) until a civil action between Purchaser and Seller shall have been finally concluded in a Court of competent jurisdiction; or (3) in the alternative, Closing Agent may, at its sole discretion, commence a civil action to interplead, or interplead in any existing civil action, any documents, monies or other things of value received by Closing Agent. Such deposit with the Court shall relieve Closing Agent of all further liability and responsibility and Closing Agent shall be entitled to all court costs and reasonable attorney's fees.

14. These Closing Instructions may only be amended or terminated by written instructions signed by Purchaser, Seller, and Closing Agent.

15. Seller and Purchaser agree that Closing Agent shall be held liable only for gross negligence and for monies and documents actually coming into Closing Agent's possession and that Closing Agent shall not be held liable for the interpretation or legal consequences of the terms and conditions of the Contract To Buy and Sell Real Estate, and any amendments and Counterproposals thereto.

16. 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 (a) is a foreign person or (b) will not be a Colorado resident after closing.

17. Closing Agent is authorized to distribute copies of signed closing documents to: Listing Agent, Selling Agent, Lender, Mortgage Broker, HOA, Home Owners Insurance Company, and any other party directly involved in the closing.

18. According to the requirements of the Colorado Division of Insurance Regulation 3-5-1, I/we the undersigned do hereby authorize **Allpine Title of Monte Vista** to deposit our Earnest Money/Closing funds into the Company Fiduciary Trust Sweep Account. We also understand that we have the option to receive interest from these funds by having the Company set up a separate Trust Account under my/our Tax ID Number(s).

19. **SPECIAL INSTRUCTIONS -**

**ACCEPTED AND APPROVED**

**SELLER(S)**

**PURCHASER(S) /BORROWER(S)**

**Allpine Title of Monte Vista**

\_\_\_\_\_  
**Tom Doe**

\_\_\_\_\_  
**John Doe**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Sally Doe**

\_\_\_\_\_  
**Jane Doe**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**LIEN AFFIDAVIT**

STATE OF **Colorado** )  
 ) **SS.**  
COUNTY OF **Alamosa** )

In the matter of the transfer of title to real property:

**Tom Doe and Sally Doe**, being first duly sworn upon oath, depose(s) and say(s), he/she/they is/are of legal age and has/have personal knowledge of the fact that there are no liens nor loans of any nature whatsoever in connection with the following described property situated in the County of **Alamosa**, State of **COLORADO**, to wit:

**123 Current Ln., Current City, Current 98765**

\_\_\_\_\_  
**Tom Doe**

\_\_\_\_\_  
**Sally Doe**

Sworn and subscribed before me this \_\_\_\_\_ day of **January, 2008** by **Tom Doe and Sally Doe**

My Commission Expires:

\_\_\_\_\_  
Notary Public

[Seal]

**ALLPINE TITLE OF MONTE VISTA**  
**950 2nd Ave.**  
**Monte Vista, Colorado 81144**  
**Agents for Attorneys Title Guaranty Fund, Inc.**

**TAX AGREEMENT**

DATE: **January 8, 2008**

LEGAL DESCRIPTION:

Also Known as: **123 Current Ln., Current City, Current 98765**

Real Estate Taxes for the State of Colorado are computed based on the assessed value of the property and the mill levy. The assessed value for property is determined in March of the year, however, the mill levy is not established until late in the year, usually December. For this reason the pro-ration of the current year taxes is most often based upon an estimate using the most current assessment and mill levy available, however, there are also other methods of pro-ration which are commonly used.

- 1) The tax pro-ration based on the most current assessment and mill levy.

Land Assessment:

Improvement Assessment:

Mill Levy:

Estimated Tax:

Pro-ration: \$ estimated tax divided by 365 days = \$ prorated tax amount.

- 2) There shall be no Tax Proration. Buyer Assumes ALL Property Taxes for the current year.

- 3) Tax pro-ration based upon:

At the time the actual tax bill for the year of closing is received by the parties, the amount may be different than that used for pro-ration as this pro-ration was based upon one of the above methods, none of which are based on the actual tax bill. The parties, depending upon the requirements for tax pro-ration set forth in the contract, may want either a final settlement between the parties with no further pro-ration or a re-adjustment of the taxes based upon the actual tax amount.

- 1) The tax pro-ration as shown above is the final settlement. There shall be no re-adjustment or further pro-ration of the taxes between the parties when actual tax bill is received.

- 2) There shall be a re-adjustment or re-pro-ration of the taxes as shown above upon receipt by either party of the actual tax bill. Any re-adjustment or re-pro-ration of the taxes shall be strictly between the parties and not the responsibility of **ALLPINE TITLE OF MONTE VISTA**

Read, entered into and accepted this date: **January 8, 2008**

SELLER(S)

PURCHASER(S)

\_\_\_\_\_  
**Tom Doe**

\_\_\_\_\_  
**John Doe**

\_\_\_\_\_  
**Sally Doe**

\_\_\_\_\_  
**Jane Doe**

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

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

**ALLPINE TITLE OF MONTE VISTA**  
**950 2nd Ave.**  
**Monte Vista, Colorado 81144**  
**Agents for Attorneys Title Guaranty Fund, Inc.**

**UTILITY AGREEMENT**

With regards to the closing of **123 Current Ln., Current City, Current 98765**, both the Buyer(s) and the Seller(s) fully understand that the Telephone Company, Public Service Company and the present hazard insurance agency will not be notified by **ALLPINE TITLE OF MONTE VISTA**

The parties agree to the following:

**No funds have been escrowed for the transfer of utilities. The transfer of all utilities shall be the responsibility of the Seller(s) and the Purchaser(s).**

If **ALLPINE TITLE OF MONTE VISTA** has escrowed funds on a metered account, **ALLPINE TITLE OF MONTE VISTA** will pay any final bill and refund any monies in excess of the final bill to the appropriate party. In the event the final bill exceeds the escrowed amount, any additional charges are the responsibility of the appropriate party, and **ALLPINE TITLE OF MONTE VISTA** will not be responsible for the payment of the additional charges.

In the event of a flat rate pro-ration, **ALLPINE TITLE OF MONTE VISTA** assumes no responsibility or liability if the figures were misquoted by the utility company. Any adjustment shall be made between buyer(s) and seller(s).

Accepted: **January 8, 2008**

SELLER(S)

PURCHASER(S)

\_\_\_\_\_  
**Tom Doe**

\_\_\_\_\_  
**John Doe**

\_\_\_\_\_  
**Sally Doe**

\_\_\_\_\_  
**Jane Doe**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# SURVEY AFFIDAVIT

I/WE **Tom Doe and Sally Doe** of the County of **Alamosa** in the State of **Colorado**, in regards to the property located at **123 Current Lane, Monte Vista, CO 81144** and is described as follows:

**Lots 5 and 6, Block 3, Current City, County of Rio Grande, State of Colorado.**

Being duly sworn, deposes and states: (Initial the applicable paragraph.)

\_\_\_\_\_ There have been no new or added improvements made to the property since the Improvement Location Certificate dated, prepared by \_\_\_\_\_, and that said property today is as depicted on said survey.

\_\_\_\_\_ That we, the owners of record, did not receive and survey at the time of purchase of the property, nor have we subsequently obtained a survey.

\_\_\_\_\_ If we did receive a survey, we are unable to locate it.

**To the best of our knowledge, we certify that: (Initial all applicable paragraphs.)**

\_\_\_\_\_ The improvements (house, garage, outbuildings, etc.) on the subject property are within the boundary lines and setback lines, if any, of said property, and

\_\_\_\_\_ there are no encroachments (buildings, sheds, house, garage, fences, walkways, driveways, eaves, drains, corrals, etc.) by improvements on adjoining property onto subject property, and

\_\_\_\_\_ property has had no new construction within the past 13 months, and

\_\_\_\_\_ we know of no assertion being made by any adjoining property owner nor by us against them as to location boundary lines or disputes as to occupancy of any portion of our property or their property except: (if none, insert "NONE".)

- 1.
- 2.
- 3.

This affidavit is given to **Allpine Title of Monte Vista** agent for **Attorneys Title Guaranty Fund, Inc.** as an inducement to issue extended coverage on the proposed Owner's and/or Loan Policies over questions of survey, encroachments, and easements not shown of record. The Undersigned, jointly and severally, agree to indemnify, protect, defend and hold harmless the Company from and against any and all loss, damage, costs and attorneys' fees incurred by a claim against the Company should any of the above statements and representations herein prove to be inaccurate.

\_\_\_\_\_  
**Tom Doe**

\_\_\_\_\_  
**Sally Doe**

STATE OF **Colorado** )  
 ) **SS.**  
 COUNTY OF **Rio Grande** )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of **January, 2010** by **Tom Doe and Sally Doe**

My commission expires:

\_\_\_\_\_  
Notary Public

# BILL OF SALE

KNOW BY ALL MEN THESE PRESENTS, That

**Tom Doe and Sally Doe**

of the County of **This**, State of **Colorado** (Seller), for and in consideration of **10.00**, in hand paid, at or before the en sealing or delivery of these presents by

**John Doe and Jane Doe**

of **1234 Any St., Alamosa, Colorado 81101** (Buyers), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, his personal representatives, successors and assigns, the following property, goods and chattels, to wit:

lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, plants, mirrors, floor coverings, garage door openers including remote controls, if attached to property; storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, fireplace inserts, fireplace screens & grates, heating stoves, storage sheds, all keys, if on property whether attached to property or not. *Also includes: Refrigerator, Range, Washer, Dryer.*

Located at: **123 Current Ln., Current City, Current 98765**

**TO HAVE AND TO HOLD** the same unto the said Buyer, his personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to **WARRANT AND DEFEND** the sale of said property, goods and chattels, against all and every person or persons whom ever. When used herein shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the seller has executed this Bill of Sale this \_\_\_\_\_ day of **January, 2008**.

\_\_\_\_\_  
**Tom Doe**

\_\_\_\_\_  
**Sally Doe**

STATE OF **Colorado** )  
 )  
 ) **SS.**  
COUNTY OF **Alamosa** )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of **January, 2008** by **Tom Doe and Sally Doe**

Witness my hand and official seal:

My commission expires:

\_\_\_\_\_  
Notary Public

**WARRANTY DEED**

THIS DEED, made this \_\_\_\_\_ day of **January, 2010**, between

**Tom Doe and Sally Doe**

Of the County of **Alamosa**, State of **Colorado**, grantor and

**John Doe and Jane Doe**

Whose legal address is **123 Current Lane; Monte Vista, Colorado 81144** grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **One Hundred Twenty Seven Thousand Five Hundred and 00/100 Dollars (\$127,500.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of **Rio Grande** and the State of **COLORADO** described as follows:

**Lots 5 and 6, Block 3, Current City, County of Rio Grande, State of Colorado.**

Also known as: **123 Current Lane; Monte Vista, Colorado 81144**

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except

**Those items as set forth in the Commitment for Title insurance dated December 15, 2009 as Commitment No. R8-###, General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

\_\_\_\_\_  
**John Doe**  
  
\_\_\_\_\_

\_\_\_\_\_  
**Jane Doe**  
  
\_\_\_\_\_

STATE OF **Colorado** )  
 ) **SS.**  
COUNTY OF **Rio Grande** )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of **January, 2010** by **John Doe and Jane Doe**

My commission expires:

\_\_\_\_\_  
Notary Public

[SEAL]



**QUIT CLAIM DEED**

**THIS DEED**, made this \_\_\_\_\_ day of **January, 2008**, between

**Tom Doe and Sally Doe**

of the County of **This**, State of **Colorado**, grantor, and

**John Doe and Jane Doe AS JOINT TENANTS**

Whose legal address is **1234 Any St.; Alamosa, Colorado 81101**, grantee:

**WITNESSETH**, That the grantor for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)**, the receipt and sufficiency of which is hereby acknowledged, remised, released, sold and **QUITCLAIMED**, and by these presents does remise, release, sell and **QUITCLAIM**, unto the grantees, their heirs, successors and assigns forever, not in tenancy in common but in **joint tenancy**, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of **Alamosa**, and the State of **COLORADO**, described as follows:

**SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION**

Also known by street and number as: **123 Current Ln., Current City, Current 98765**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantees, their heirs and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

\_\_\_\_\_  
**Tom Doe**

\_\_\_\_\_  
**Sally Doe**

\_\_\_\_\_

\_\_\_\_\_

STATE OF **Colorado** )

) **SS.**

COUNTY OF **Alamosa** )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of **January, 2008**, by **Tom Doe and Sally Doe**

My commission expires:

\_\_\_\_\_  
Notary Public

[SEAL]

**AFFIDAVIT**

STATE OF **Colorado** )  
 ) **SS.**  
COUNTY OF **Alamosa** )

In the matter of the title to real property:

**Tom Doe and Sally Doe**, SELLER(S), being first duly sworn upon oath, depose(s) and say(s), that he/she/they have been informed and fully understand that **ALLPINE TITLE OF MONTE VISTA**. does not insure water rights and/or water wells of any kind and that **ALLPINE TITLE OF MONTE VISTA**'s facilitation of transferring the water rights and/or water wells for the subject property does not infer responsibility or liability for said transfer, and that they will hold **ALLPINE TITLE OF MONTE VISTA** harmless for any loss or damage caused by the transfer of said water rights and/or water wells in connection with the property known as;

**123 Current Ln., Current City, Current 98765**

which is described as follows;

**County of Alamosa, State of Colorado.**

SELLER(S)

\_\_\_\_\_  
**Tom Doe**

\_\_\_\_\_  
**Sally Doe**

Sworn and subscribed before me this \_\_\_\_\_ day of **January, 2008** By **Tom Doe and Sally Doe**

My Commission Expires:

\_\_\_\_\_  
Notary Public

[Seal]

**ALLPINE TITLE OF MONTE VISTA**  
**950 2nd Ave.**  
**Monte Vista, Colorado 81144**  
**Agents for Attorneys Title Guaranty Fund, Inc.**  
**FORM 1099S INTERNAL REVENUE SERVICE**  
**CLOSING INFORMATION**

Closing Date: **January 8, 2008**

File No. **A8-???**

Property Address: **123 Current Ln., Current City, Current 98765**

- Principal Residence  
 Other Real Estate/Investment Property

Sellers: **Tom Doe and Sally Doe**

Are Sellers married to each other?  Yes  No

If married, will you be filing a joint return?  Yes  No

Is seller a corporation?  Yes  No

Type of Transaction:

- SALE  REFINANCE  SECOND TD  
 DISB ONLY  EXEMPT

Selling price: **\$65,000.00**

Is the sale price split between parties?  Yes  No

Please fill in all high-lighted areas. This form is filed with the IRS to determine how you are going to file your income tax and who is going to be charged with the income. If you are filing a joint return, put 100% for Seller No. 1 and 0% for Seller No. 2. If you are filing separate returns, put the appropriate % for each Seller

The undersigned hereby warrants that the information is true and accurate to the best of my/our knowledge

Social Security or Tax ID:

Percentage of Sales Price:

FORWARDING ADDRESS:

**456 This Dr.**  
**Monte Vista, Colorado 45678**  
Phone: **(123) 987-6543**  
Effective **01/08/2008**  
Date:

**Tom Doe**

Social Security or Tax ID:

Percentage of Sales Price:

FORWARDING ADDRESS:

Phone:  
Effective **01/08/2008**  
Date:

**Sally Doe**

Social Security or Tax ID:

Percentage of Sales Price:

FORWARDING ADDRESS:

Phone:  
Effective **01/08/2008**  
Date:

Social Security or Tax ID:

Percentage of Sales Price:

FORWARDING ADDRESS:

Phone:  
Effective **01/08/2008**  
Date:

**INFORMATION WITH RESPECT TO A CONVEYANCE  
OF A COLORADO REAL PROPERTY INTEREST**

1. Name(s) and address of transferor(s): **Tom Doe and Sally Doe**
2. Transferor is (check one):  individual  estate  other (specify)  
 corporation  trust
3. Social Security Number(s) or Colorado account number of transferor:
4. Federal employer identification number of transferor:
5. Type of property sold:  Vacant  Single Family Residential  
 Agricultural  Commercial

Address or legal description of property sold: **123 Current Ln., Current City, Current 98765**

7. Date of Closing: **January 8, 2008**
8. Selling price of the property.....**\$65,000.00**
9. Selling price of this transferor's interest.....**\$65,000.00**
10. If Colorado tax was withheld, check this box
11. Amount of tax withheld. \_\_\_\_\_
12. If withholding is not made, give reason (check one):
- a. Affirmation of Colorado residency signed
  - b. Affirmation of permanent place of business signed
  - c. Affirmation of principal residence signed
  - d. Affirmation of partnership signed
  - e. Affirmation of no tax reasonably estimated to be due or no gain on sale
  - f. No net proceeds
13. Name, address, and telephone number of the title insurance company or other person providing closing and settlement services with respect to this transfer: **ALLPINE TITLE OF MONTE VISTA, 950 2nd Ave., Monte Vista, Colorado 81144, Phone - (719) 852-0587**

**File this form together with form 1079, if applicable, within 30 days of the closing date  
with the COLORADO DEPARTMENT OF REVENUE  
DENVER, CO 80261-0005**

## AFFIRMATION OF COLORADO RESIDENCY

I (we) hereby affirm that I am (we are) the transferor(s) or the fiduciary of the transferor of the property described on this Form 1083 and that as of the date of closing I am (we are) or the estate or the trust is a resident of the State of Colorado.

Signed under the penalty of perjury:

\_\_\_\_\_  
Signature of transferor or fiduciary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse's signature if applicable

\_\_\_\_\_  
Date

## AFFIRMATION OF PERMANENT PLACE OF BUSINESS

I hereby affirm that the transferor of the property described on this Form 1083 is a corporation which maintains a permanent place of business in Colorado.

Signed under the penalty of perjury:

\_\_\_\_\_  
Signature of corporate officer

\_\_\_\_\_  
Date

## AFFIRMATION OF SALE BY PARTNERSHIP

I hereby affirm that the transfer of property described on this Form 1083 was sold by an organization defined as a partnership under section 761(a) of the Internal Revenue Code and required to file an annual federal partnership return of income under section 6031(a) of the Internal Revenue Code.

Signed under the penalty of perjury:

\_\_\_\_\_  
Signature of transferor

\_\_\_\_\_  
Date

## AFFIRMATION OF PRINCIPAL RESIDENCE

I (We) hereby affirm that I am (we are) the transferor(s) of the property described on this Form 1083 and immediately prior to the transfer it was my (our) principal residence which could qualify for the exclusion of gain provision of section 121 of the Internal Revenue Code.

Signed under the penalty of perjury:

\_\_\_\_\_  
Signature of transferor or fiduciary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse's signature if applicable

\_\_\_\_\_  
Date

## AFFIRMATION OF NO REASONABLY ESTIMATED TAX TO BE DUE

I (we) hereby affirm that I am (we are) the transferor(s) or an officer of the corporate-transferor or a fiduciary of the estate or trust-transferor of the property described on the front side of this form, and I (we) further affirm that there will be no Colorado income tax reasonably estimated to be due on the part of the transferor(s) as the result of any gain realized on the transfer.

*Please understand before you sign this affirmation that nonresidents of Colorado are subject to Colorado tax on gains from the sale of Colorado real estate to the extent such gains are included in federal taxable income.*

Signed under the penalty of perjury:

\_\_\_\_\_  
Signature of transferor, officer, or fiduciary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse's signature if applicable

\_\_\_\_\_  
Date