



**Kittle Real Estate**  
300 South Howes Street  
Fort Collins, CO 80521  
Phone: (970) 460-4444 Fax: (888) 506-7809

1 *This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been*  
2 *approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the*  
3 *Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.*  
4  
5 **CL8 – Closing Instructions**  
6 **Adoption Date: October 7, 2025**  
7 **Mandatory Use Date: January 1, 2026**  
8

9 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX**  
10 **OR OTHER COUNSEL BEFORE SIGNING.**  
11

12 **CLOSING INSTRUCTIONS**

13  
14 Date: *February 13, 2026*

15  
16 **1. PARTIES, PROPERTY.** *Shaun Dumas and Brandy Dumas*, (Seller),  
17 and \_\_\_\_\_, (Buyer), engage  
18 *Fidelity National Title*, (Closing Company), who agrees to provide closing and settlement services  
19 in connection with the closing of the transaction for the sale and purchase of the Property

20 known as No. *7990 Wisdom Ct* *Frederick* *CO* *80530*  
21 Street Address City State Zip

22 and more fully described in the contract, dated \_\_\_\_\_, including any counterproposals and amendments  
23 (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between these Closing  
24 Instructions and the Contract, these Closing Instructions control, subject to subsequent amendments to the Contract or these Closing  
25 Instructions. The Buyer’s lender may enter into separate closing instructions with the Closing Company regarding the closing of the  
26 Buyer’s loan.

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

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

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

36 **4.1. Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed  
37 (excluding a personal representative’s or trustee’s deed) or a quit claim deed, the deed will be prepared in accordance with the  
38 Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative’s deed  
39 or trustee’s deed) or requires that the special warranty deed or general warranty deed list exceptions other than the “statutory  
40 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  
41 preparation of the deed to the Closing Company for closing. For any Buyer or Seller provided deed or written instructions for  
42 preparation of the deed that requires a list of exceptions other than the “statutory exceptions”, the Buyer and Seller will hold the  
43 Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate  
44 broker working with either the Buyer or the Seller is not responsible for reviewing or approving any deed not prepared by the real  
45 estate broker.

46 **4.2. Bill of Sale.** If the transaction includes the sale of personal property (i.e., within the Contract or a Personal Property  
47 Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the

48 personal property from the Seller to the Buyer as their scrivener. The Buyer and Seller understand that the bill of sale is a legal  
49 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 detailed closing statements  
51 to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with  
52 the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not  
53 contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an  
54 Agreement to Amend/Extend Contract.

55 **5. CLOSING FEE.** Closing Company will receive a fee of \$ **380.00** for providing closing and  
56 settlement services (Closing Fee).

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

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

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

65 **9. WIRE AND OTHER FRAUDS.** Caution: Wire and other frauds are a significant risk in real estate transactions. Anytime  
66 Buyer or Seller is supplying confidential information, such as social security numbers and bank account numbers, or transferring or  
67 receiving funds, Buyer and Seller should provide the information in person or in another secure manner. Wire instructions should  
68 only be sent by the Closing Company to the Buyer or Seller via encrypted e-mails or encrypted web portals that require end-user  
69 authentication (i.e., password protected). If encrypted e-mails or encrypted web portals are not available, wire instructions should be  
70 delivered by hand, telephone, mail, or overnight courier. Buyers and Sellers should never reply to an e-mail or call a telephone  
71 number included in an e-mail regarding wire instructions or trust changes to wiring instructions received via email without verbal  
72 confirmation from a trusted source. To protect against fraud, money should never be wired based on email instructions alone, and  
73 wire transfer details and payment instructions should always be verified in person or by telephone using a trusted and independently  
74 verified contact number.

75  
76 **Financial Crimes Enforcement Network (FinCEN) Anti-Money Laundering Notice for Residential Real Estate Transfers:**  
77 FinCEN is an agency of the US Treasury Department and the primary enforcement agency for combating money laundering pursuant  
78 to the Bank Secrecy Act. Parties agree to cooperate with the Closing Company to provide all requested documents and information  
79 to meet the Closing Company's requirements for FinCEN reporting. Parties understand that failure to provide documents and  
80 information may result in a delay or failure to close.

81  
82 **10. FAILURE OF CLOSING.** If closing or disbursement does not occur on or before Closing Date as set forth in the Contract,  
83 Closing Company, except as otherwise provided herein, is authorized and agrees to return all documents, monies, and things of value  
84 to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection  
85 with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer  
86 will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

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

92 **12. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money that is being held by Closing  
93 Company (notwithstanding any termination of the Contract), Closing Company is not required to take any action. In no event shall  
94 Closing Company be required to return Earnest Money deposits to Buyer until funds deposited are verified, credited to the Closing  
95 Company escrow or trust account, and available for immediate withdrawal as a matter of right. Closing Company, at its option and  
96 sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of  
97 competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that  
98 unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case  
99 number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is

100 authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not  
101 interpled the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.

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

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

108 **15. FIRPTA AND COLORADO WITHHOLDING.**

109 **15.1. FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents  
110 to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required  
111 amount from Seller's proceeds and remit it to the Internal Revenue Service. If withholding from Seller is not required, Closing  
112 Company agrees to provide Buyer an executed Affidavit compliant with FIRPTA attesting to that.

113 **15.2. Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonably requested  
114 documents to determine Seller's status. If withholding is required under Colorado law, Seller authorized Closing Company to  
115 withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.

116 **16. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by the Colorado Real**  
117 **Estate Commission.**

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120

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

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

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

128 **19.1. Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in  
129 § 19.2 and § 19.3 and is effective when physically received by such party.

130 **19.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to another  
131 party at the electronic address of the recipient by facsimile, email or *Internet* .

132 **19.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the email address of the  
133 recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents  
134 or (3) facsimile at the facsimile number (Fax No.) of the recipient.

135 **19.4. Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in  
136 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado  
137 for real property located in Colorado.

138  
139 BUYER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS.  
140

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

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

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

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

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

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

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

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

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

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

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

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

SELLER(S) ACKNOWLEDGE RECEIPT OF THESE CLOSING INSTRUCTIONS.

Seller's Name: **Shaun Dumas**

Signed by:  2/17/2026  
Seller's Signature: **Shaun Dumas** Date

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

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

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

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

Seller's Name: **Brandy Dumas**

DocuSigned by:  2/15/2026  
Seller's Signature: **Brandy Dumas** Date

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

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

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

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

141  
142 CLOSING COMPANY ACKNOWLEDGES RECEIPT OF THESE CLOSING INSTRUCTIONS.  
143 Closing Company's Name: *Fidelity National Title*

*Senior Real  
Estate Closing  
Agent*

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*Beth Allbrooks*

Title

Date

Address: *3500 John F Kennedy Pkwy, Suite 100  
Fort Collins, CO 80525*

Phone No.: *970-212-7750*

Fax No.: *970-212-7751*

Email Address: *ballbrooks@fnf.com*