



United Country-Wapiti Ranch Realty & Auction, LLC
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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-6-22) (Mandatory 1-23).

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

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

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

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

SELLER AGENCY TRANSACTION-BROKERAGE

Date: 8/9/2023

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

2. BROKER AND BROKERAGE FIRM.

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

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

3. DEFINED TERMS.

3.1. Seller: Big Sky Construction, LLC

3.2. Brokerage Firm: United Country-Wapiti Ranch Realty & Auction, LLC

3.3. Broker: Jackie Shepherd

3.4. Property. The Property is the following legally described real estate in the County of Custer,

Colorado:

LOT 19 & 19A (HANGAR SITE) SILVER-WEST ESTATES

known as No. 575 Piper Westcliffe, CO 81252,

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

3.5. Affordable Housing. If this box is checked, Seller represents, to the best of Seller's actual knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller

58 represents that Property is **NOT** part of an affordable housing program.

59 **3.6. Sale; Lease.**

60 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the
61 Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract
62 or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the
63 Property.
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65 **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of
66 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or
67 leasehold interest in the Property.

68 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on 8/10/2023, and
69 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)
70 8/31/2024, and any written extensions (Listing Period). Broker must continue to assist in the completion of
71 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of
72 this Seller Listing Contract.
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74 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.
75 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual
76 execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.
77

78 **3.9. Day; Computation of Period of Days, Deadline.**

79 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at
80 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

81 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the
82 ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is
83 included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such
84 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday, or Holiday. Should
85 neither box be checked, the deadline will not be extended.
86

87 **4. BROKERAGE RELATIONSHIP.**

88 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's
89 limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts
90 as a Transaction-Broker.

91 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are
92 working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves
93 consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm
94 is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.
95

96 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same
97 Broker, Broker must function as:

98 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree
99 the following applies:

100 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents
101 Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with
102 whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship
103 with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage
104 relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the
105 box in § 4.3.1.2. (**Seller Agency Only**) is checked, § 4.3.1.2. (**Seller Agency Only**) applies instead.
106

107 **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's
108 Agent and must treat the buyer as a customer.

109 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or
110 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-
111 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or
112 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function
113 as a Transaction-Broker.
114
115

116 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's
117 Agent, must perform the following "Uniform Duties" when working with Seller:

118 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

119 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

120 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the
121 Property is subject to a contract for Sale;

122 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

123 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to
124 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

125 **5.1.5.** Accounting in a timely manner for all money and property received; and

126 **5.1.6.** Keeping Seller fully informed regarding the transaction.

127 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

128 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

129 **5.2.2.** What the motivating factors are for Seller to sell the Property;

130 **5.2.3.** That Seller will agree to financing terms other than those offered;

131 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to
132 disclose such information would constitute fraud or dishonest dealing; or

133 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or
134 stigmatize the Property.

135 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker
136 or designee for the purpose of proper supervision, provided such supervising broker or designee does not
137 further disclose such information without consent of Seller, or use such information to the detriment of Seller.

138 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties.
139 Broker may show alternative properties not owned by Seller to other prospective buyers and list competing
140 properties for sale.

141 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is
142 subject to a contract for Sale.

143 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a
144 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or
145 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial
146 condition or to verify the accuracy or completeness of any statement made by a buyer.

147 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been
148 approved, directed, or ratified by Seller.

149 **5.8.** When asked, Broker **Will** **Will Not** disclose to prospective buyers and cooperating brokers
150 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within
151 Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first
152 obtain the Seller's written consent.

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

155 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

156 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

157 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by
158 Broker.

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

163 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay

175 Brokerage Firm as follows:

176 **7.1.1. Sale Commission.** (1) 6 % of the gross purchase price or (2) , in U.S. dollars. Brokerage
177 Firm agrees to contribute from the Sale Commission to outside brokerage firms' commission 2.8 % of the
178 gross sales price or , in U.S. dollars.

179 **7.1.2. Lease Commission.** If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee
180 equal to (1) % of the gross rent under the lease, or (2) , in U.S. dollars, payable as follows: .

181 Brokerage Firm agrees to contribute from the Lease Commission to outside brokerage firms' commission %
182 of the gross rent or , in U.S. dollars.

183 **7.1.3. Other Compensation.**

184 **7.2. When Earned.** Such commission is earned upon the occurrence of any of the following:

185 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other
186 person;

187 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as
188 specified in this Seller Listing Contract; or

189 **7.2.3.** Any Sale (or Lease if § 3.6.2. is checked) of the Property within 45 calendar days after the
190 Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name
191 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller
192 Will Will Not owe the commission to Brokerage Firm under this § 7.2.3. if a commission is earned by
193 another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover
194 Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.2.3.,
195 then Seller does not owe the commission to Brokerage Firm.

196 **7.3. When Applicable and Payable.** The commission obligation applies to a Sale made during the
197 Listing Period or any extension of such original or extended term. The commission described in § 7.1.1. is
198 payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller)
199 then on the contracted date of closing, as contemplated by § 7.2.1. or § 7.2.3., or upon fulfillment of § 7.2.2.
200 where the offer made by such buyer is not accepted by Seller.

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

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

212 **9.1. MLS/Information Exchange.**

213 **9.1.1.** The Property Will Will Not be submitted to one or more MLS and Will
214 Will Not be submitted to one or more property information exchanges. If submitted, Seller authorizes
215 Broker to provide timely notice of any status change to such MLS and information exchanges. Upon transfer
216 of deed from Seller to buyer, Seller authorizes Broker to provide sales information to such MLS and
217 information exchanges.

218 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except:

219 **No Exceptions**

220 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if
221 any.

222 **9.1.4.** The Property Address Will Will Not be displayed on the Internet.

223 **9.1.5.** The Property Listing Will Will Not be displayed on the Internet.

224 **9.2. Property Access.**

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9.2.1. Broker may access the Property by:

- Electronic Lock Box Manual Lock Box

Drive by

Other instructions:

9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property using the method described in § 9.2.1.

- Actively Licensed Real Estate Brokers Licensed Appraisers
 Unlicensed Broker Assistants Unlicensed Inspectors
 Other:

9.3. Broker Marketing.

9.3.1. The following specific marketing tasks will be performed by Broker:

Full Service-Royal Gorge Assn of Realtors MLS, Realtor.com, Westcliffe Listing Service, REColorado, Spanish Peaks MLS, United Country.com, Wapitiranchrealty.com, all ancillary web sites to United Country & United Country publications.

9.3.2. Seller authorizes videos and pictures of both the interior and exterior of the Property except:

No Exceptions

9.4. Marketing Termination. Broker and Brokerage Firm may discontinue using any marketing materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS and/or information exchanges. Seller understands that information submitted to either the MLS or information exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases Broker from any liability for Broker's inability to remove the information.

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

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

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

10.3. No Existing Listing Agreement. Seller represents that Seller **Is** **Is Not** currently a party to any listing agreement with any other broker to sell the Property. Seller further represents that Seller **Has** **Has Not** received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the Property with any other broker.

10.4. Ownership of Materials and Consent. Seller represents that all materials (including all photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required as well as the publishing, display, and reproduction of such material, compilation, and data. This license survives the termination of this Seller Listing Contract. Unless agreed to otherwise, all materials provided by Broker (photographs, renderings, images, videos, or other creative items) may not be used by Seller for any reason.

10.5. Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential, (2) Seller resides in the Property as Seller's principal residence, (3) buyer's purpose in purchase of the Property is not to use the Property as buyer's personal residence, and (4) the Property is in foreclosure or buyer has notice that any loan secured by the Property is at least thirty (30) days delinquent or in default. If all requirements 1, 2, 3, and 4 are met and the Act otherwise applies, then a contract between buyer and Seller for the sale of the Property that complies with

Initials _____

2871 the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale
2892 Addendum is part of the Contract between Seller and buyer, the Act does not apply. It is recommended that
2893 Seller consult with an attorney.
2894

2895
2896 **11. PRICE AND TERMS.** The following Price and Terms are acceptable to Seller:

2897 **11.1. Price.** U.S. \$ TBD

2898 **11.2. Terms.** Cash Conventional FHA VA Other:

2899 **11.3. Loan Discount Points.**

3000 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$,
3001 that Buyer is not allowed by law to pay, for tax service and .

3002 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ 7500 in the form of Good
3003 Funds

3004 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated: Cashier's Check at
3005 Seller's expense; Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at
3006 Seller's expense; or Closing Company's Trust Account Check . Wire and other frauds occur in real
3007 estate transactions. Any time Seller is supplying confidential information such as social security numbers or
3008 bank account numbers, Seller should provide the information in person or in another secure manner.

3009 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal
3010 Revenue Service (IRS) may require a substantial portion of Seller's proceeds be withheld after Closing when
3011 Seller is a foreign person. If the box in this Section is checked, Seller represents that Seller IS a foreign
3012 person for purposes of U.S. income taxation and authorizes Broker to disclose such status. If the box in this
3013 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income
3014 taxation.

3015 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may
3016 require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado
3017 resident after Closing.

3018
3019 **12. DEPOSITS.** Brokerage Firm is authorized to accept earnest money deposits received by Broker
3020 pursuant to a proposed contract for the Sale of the Property. Brokerage Firm is authorized to deliver the
3021 earnest money deposit to the closing agent, if any, at or before the closing of the contract for the Sale of the
3022 Property.

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3024 **13. INCLUSIONS AND EXCLUSIONS.**

3025 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

3026 **13.1.1. Inclusions – Attached.** If attached to the Property on the date of this Seller Listing
3027 Contract, the following items are included unless excluded under §13.2. (Exclusions): lighting, heating,
3028 plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable)
3029 wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen
3030 appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door
3031 openers (including remote controls). If checked, the following are owned by the Seller and included (leased
3032 items should be listed under §13.1.6. (Leased Items): None Solar Panels Water Softeners
3033 Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to
3034 the Property after the date of this Seller Listing Contract, such additional items are also included.

3035 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of
3036 this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): storm
3037 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and
3038 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,
3039 storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

3040 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
3041 included in the Purchase Price:

3042 TBD

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Initials _____

350 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels)
351 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real
352 estate taxes for the year of Closing), liens and encumbrances, except:

353 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
354 sale or other applicable legal instrument.

355 **13.1.6. Leased Items.**

356 **13.1.6.1.** The following leased items are part of the transaction:

357 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final
358 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,
359 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the
360 leases.
361 leases.

362 **13.2. Exclusions.** The following are excluded (Exclusions):

363 **13.3. Trade Fixtures.** The following trade fixtures are included:

364
365
366 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes
367 (except personal property taxes for the year of closing), liens and encumbrances, except . Conveyance will
368 be by bill of sale or other applicable legal instrument.

369 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
370 ; and the use or ownership of the following storage facilities:

371 **13.5. Water Rights/Well Rights.**

372 **13.5.1. Deeded Water Rights.** The following legally described water rights:

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374
375 Seller agrees to convey any deeded water rights by a good and sufficient deed at Closing.

376 **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
377 13.5.1., 13.5.3., and 13.5.4.:

378 **13.5.3. Well Rights.** The Well Permit # is TDB.

379 **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

380 **13.6. Growing Crops.** The following growing crops:

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382
383 **14. TITLE AND ENCUMBRANCES.**

384 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

385 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,
386 leases, improvement location certificates and surveys in Seller's possession and must disclose all
387 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.
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390 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:
391 special warranty deed general warranty deed bargain and sale deed quit claim deed
392 personal representative's deed deed. If title will be conveyed using a special warranty deed or a
393 general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed
394 "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a
395 buyer will convey only that title Seller has in the Property.
396

397 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the
398 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,
399 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.
400 Existing monetary encumbrances are as follows:
401 If the Property has been or will be subject to any governmental liens for special improvements installed at the
402 time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless
403 otherwise agreed.
404

405 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for
406 possession of the Property:
407

408 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense unless the parties agree in
409 writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount
410 equal to the Purchase Price as specified in the contract for the Sale of the Property, or if this box is checked,
411 **An Abstract of Title** certified to a current date.
412

413 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association
414 assessment is currently payable at approximately \$ per and that there are no unpaid regular or special
415 assessments against the Property except the current regular assessments and except . Seller agrees to
416 promptly request the owners' association to deliver to buyer before date of closing a current statement of
417 assessments against the Property.
418
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420 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: , subject to leases and
421 tenancies as described in § 14.
422

423 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

424 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all
425 adverse material facts actually known by such broker including but not limited to adverse material facts
426 pertaining to the title to the Property and the physical condition of the Property, any material defects in the
427 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.
428 These types of disclosures may include such matters as structural defects, soil conditions, violations of
429 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer
430 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known
431 by Broker about the Property.
432

433 **18.2. Seller's Obligations.**

434 **18.2.1. Seller's Property Disclosure Form.** Seller **Agrees** **Does Not Agree** to provide on
435 or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's
436 current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller
437 is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material
438 facts actually known by Seller.
439

440 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
441 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
442 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given
443 to any potential buyer in a timely manner.
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445 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired
446 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
447 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an
448 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a
449 location as required by the applicable building code, prior to offering the Property for sale or lease.
450

451 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the
452 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at
453 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.
454

455 **19. DEFAULT; RIGHT TO CANCEL.** If any obligation is not performed timely as provided in this Contract
456 or waived, the non-defaulting party has the following remedies:

457 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller
458 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage
459 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will
460 survive such cancellation.
461

462 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller
463 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm
464 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that
465 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages.
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19.3. Additional Rights of Brokerage Firm to Cancel. Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel under this provision, Brokerage Firm waives all rights to pursue damages.

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

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

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

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

24. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture, national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information about the prospective buyer if such information would disclose a buyer's protected class(es). However, any financial, employment or credit worthiness information about the buyer received by Broker will be submitted to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing laws.

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

26. MEDIATION. If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally

Initials _____

525 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire
526 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by
527 one party to the other at the other party's last known address.
528

529 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the
530 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney
531 and legal fees.
532

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

535 *** Home price will vary based on square footage, but will not exceed \$475,000.**

536 *** Upon Closing, Seller agrees to pay Landowner, William A Good, for the lot, but no less than**
537 **\$50,000.**

538 *** In the event either Wade Pettis or Jackie Shepherd-Pettis were to bring the buyer, the**
539 **commission shall be reduced to 5% of the Sales Price.**
540
541

542 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:
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544

545 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is
546 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.
547

548 **31. NOTICE, DELIVERY AND CHOICE OF LAW.**

549 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in
550 writing, except as provided in § 31.2. and is effective when physically received by such party, or any
551 individual named in this Seller Listing Contract to receive documents or notices for such party.
552

553 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
554 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive
555 documents or notices for such party, at the electronic address of the recipient by facsimile, email or **No Fax.**
556

557 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
558 at the email address of the recipient, (2) a link or access to a website or server provided the recipient
559 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax
560 No.) of the recipient.

561 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by
562 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado
563 residents who sign a contract in Colorado for real property located in Colorado.
564

565 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the
566 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing
567 and signed by the parties.
568

569 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,
570 and when so executed by all the parties, such copies taken together are deemed to be a full and complete
571 contract between the parties.
572

573 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any
574 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.
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577 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by
578 Broker, including all attachments.
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580 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm
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Seller:

Andrew Miller

Date: 8/9/2023

Seller: **Big Sky Construction, LLC**

By: **Andrew Miller**

Brokerage Firm:

Jackie Shepherd

Date: 8/9/2023

Broker's Name: **Jackie Shepherd**

Brokerage Firm's Name: **United Country-Wapiti Ranch Realty & Auction, LLC**

Brokerage Firm Address: **217 Main Street Westcliffe, CO 81252**

Broker Phone No.: **7197839052** Broker Fax No.:

Broker Email Address: **jackie@wapitiranchrealty.com**

LC50-6-22 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

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