



Brophy Realty
 410 S Main Street Wray, CO 80758
 Ginger Brophy
 Broker/Employing Brophy Realty
 ginger.brophy@brophyrealty.com

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-8-24) (Mandatory 8-24).

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 and is fully negotiable.

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: 1/30/2025

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: JSCB PROPERTIES, LLC

3.2. Brokerage Firm: Brophy Realty

3.3. Broker: Ginger Brophy

3.4. Property. The Property is the following legally described real estate in the County of Yuma, Colorado:

Y, WD BRETHAUER MINOR SUBDIVISION OF PART OF LOT 4 OF L.A. MUSTAINS ADDITION, LOT 1

known as No. 309 N Birch Street Yuma, CO 80759,

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

Seller(s) Initials: CMH & S JB

58 knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller
59 represents that Property is **NOT** part of an affordable housing program.

60 **3.6. Sale; Lease.**

61 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the
62 Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract
63 or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the
64 Property.
65

66 **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of
67 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or
68 leasehold interest in the Property.

69 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on 2/5/2025, and
70 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)
71 8/5/2025, and any written extensions (Listing Period). Broker must continue to assist in the completion of
72 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of
73 this Seller Listing Contract.
74

75 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.
76 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual
77 execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.
78

79 **3.9. Day; Computation of Period of Days, Deadline.**

80 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at
81 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

82 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the
83 ending date is not specified (e.g., three days after MEC), the first day is excluded and the last day is
84 included. If any deadline falls on a Saturday, Sunday, or federal or Colorado state holiday (Holiday), such
85 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday, or Holiday. Should
86 neither box be checked, the deadline will not be extended.
87

88 **4. BROKERAGE RELATIONSHIP.**

89 **4.1.** If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's
90 limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts
91 as a Transaction-Broker.
92

93 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are
94 working with different brokers within the Brokerage Firm, those brokers continue to conduct themselves
95 consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm
96 is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.
97

98 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same
99 Broker, Broker must function as:

100 **4.3.1. Seller's Agent.** If the Seller Agency box at the top of page 1 is checked, the parties agree
101 the following applies:

102 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents
103 Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with
104 whom Broker has no brokerage relationship. Broker must disclose to such customer the Broker's relationship
105 with Seller. However, if Broker delivers to Seller a written Change of Status that Broker has a brokerage
106 relationship with the buyer then Broker is working with both Seller and buyer as a Transaction Broker. If the
107 box in § 4.3.1.2. (**Seller Agency Only**) is checked, § 4.3.1.2. (**Seller Agency Only**) applies instead.
108

109 **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent
110 and must treat the buyer as a customer.

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

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116 as a Transaction-Broker.
117

118 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's
119 Agent, must perform the following "**Uniform Duties**" when working with Seller:
120

121 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

122 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

123 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the
124 Property is subject to a contract for Sale;

125 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

126 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to
127 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

128 **5.1.5.** Accounting in a timely manner for all money and property received; and

129 **5.1.6.** Keeping Seller fully informed regarding the transaction.
130

131 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

132 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

133 **5.2.2.** What the motivating factors are for Seller to sell the Property;

134 **5.2.3.** That Seller will agree to financing terms other than those offered;

135 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to
136 disclose such information would constitute fraud or dishonest dealing; or
137

138 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or
139 stigmatize the Property.
140

141 **5.3.** Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker
142 or designee for the purpose of proper supervision, provided such supervising broker or designee does not
143 further disclose such information without consent of Seller, or use such information to the detriment of Seller.
144

145 **5.4.** Brokerage Firm may have agreements with other sellers to market and sell their properties.
146 Broker may show alternative properties not owned by Seller to other prospective buyers and list competing
147 properties for sale.

148 **5.5.** Broker is not obligated to seek additional offers to purchase the Property while the Property is
149 subject to a contract for Sale.

150 **5.6.** Broker has no duty to conduct an independent inspection of the Property for the benefit of a
151 buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or
152 independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial
153 condition or to verify the accuracy or completeness of any statement made by a buyer.
154

155 **5.7.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been
156 approved, directed, or ratified by Seller.

157 **5.8.** When asked, Broker **Will** **Will Not** disclose to prospective buyers and cooperating brokers
158 the existence of offers on the Property and whether the offers were obtained by Broker, a broker within
159 Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first
160 obtain the Seller's written consent.
161

162 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,
163 Broker is Seller's Agent, with the following additional duties:
164

165 **6.1.** Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

166 **6.2.** Seeking a price and terms that are set forth in this Seller Listing Contract; and

167 **6.3.** Counseling Seller as to any material benefits or risks of a transaction that are actually known by
168 Broker.
169

170 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM.** Seller
171 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be
172 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by
173
174

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175 Seller or by any other person in connection with the Sale of the Property.

176 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay
177 Brokerage Firm as follows:

178 **7.1.1. Sale Compensation.** (1) 6 % of the gross purchase price or (2) n/a, in U.S. dollars.

179 **7.1.1.1.** If buyer's brokerage firm: (i) procures a buyer; and (ii) the transaction results in a
180 closing of the Sale of the Property to such buyer, Seller's Brokerage Firm may enter into a compensation
181 agreement with buyer's brokerage firm to contribute from the Sale Compensation an amount of 2.4% of the
182 gross purchase price or \$n/a, in U.S. dollars to buyer's brokerage firm.

184 **7.1.1.2.** If Seller agrees to pay the buyer's brokerage firm pursuant to the contract between
185 buyer and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to
186 exceed the buyer's brokerage firm compensation set forth in §7.1.1.1.

188 **7.1.2. Lease Compensation.** If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee
189 equal to (1) n/a % of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: n/a.
190 Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of
191 n/a % of the gross rent or n/a, in U.S. dollars if: (i) tenant's brokerage firm procures the tenant; and (ii) the
192 tenant enters into a lease with owner or owner's agent for the Property.

193 **7.1.3. Other Compensation.**
194 n/a

195 **7.2. When Earned.** Such compensation is earned upon the occurrence of any of the following:

196 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other
197 person;

199 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as
200 specified in this Seller Listing Contract; or

202 **7.2.3.** Any Sale (or Lease if § 3.6.2. is checked) of the Property within 120 calendar days after
203 the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name
204 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller
205 **Will** **Will Not** owe the compensation to Brokerage Firm under this § 7.2.3. if a compensation is earned
206 by another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the
207 Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this §
208 7.2.3., then Seller does not owe the compensation to Brokerage Firm.

209 **7.3. When Applicable and Payable.** The compensation obligation applies to a Sale made during the
210 Listing Period or any extension of such original or extended term. The compensation described in § 7.1.1. is
211 payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller)
212 then on the contracted date of closing, as contemplated by § 7.2.1. or § 7.2.3., or upon fulfillment of § 7.2.2.
213 where the offer made by such buyer is not accepted by Seller.

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

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

228 **9.1. MLS/Information Exchange.**

229 **9.1.1.** The Property **Will** **Will Not** be submitted to one or more MLS and **Will**
230 **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes
231 Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested,
232

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233 timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS
234 and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales
235 information to such MLS and information exchanges.

236 9.1.2. Seller authorizes the use of electronic and all other marketing methods except:

237 n/a

238 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if
239 any.

240 9.1.4. The Property Address Will Will Not be displayed on the Internet.

241 9.1.5. The Property Listing Will Will Not be displayed on the Internet.

242 9.2. Property Access.

243 9.2.1. Broker may access the Property by:

244 Electronic Lock Box Manual Lock Box

245 n/a

246 Other instructions:

247 n/a

248 9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property
249 using the method described in § 9.2.1.

250 Actively Licensed Real Estate Brokers Licensed Appraisers

251 Unlicensed Broker Assistants Unlicensed Inspectors

252 Other: n/a

253 9.3. Broker Marketing.

254 9.3.1. The following specific marketing tasks will be performed by Broker:

255 Sign on Property, Web Site, Trulia, Zillow, MLS, Facebook, Homes.com, Realtor.com

256 9.3.2. Seller authorizes videos and pictures of both the interior and exterior of the Property
257 except:

258 n/a

259 9.4. Marketing Termination. Broker and Brokerage Firm may discontinue using any marketing
260 materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of
261 litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period
262 and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS
263 and/or information exchanges. Seller understands that information submitted to either the MLS or information
264 exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases
265 Broker from any liability for Broker's inability to remove the information.

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

267 10.1. Negotiations and Communication. Seller agrees to conduct all negotiations for the Sale or
268 Lease of the Property only through Broker and to refer to Broker all communications received in any form
269 from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this
270 Seller Listing Contract.

271 10.2. Advertising. Seller agrees that any advertising of the Property by Seller (e.g., Internet, print,
272 and signage) must first be approved by Broker.

273 10.3. No Existing Listing Agreement. Seller represents that Seller Is Is Not currently a party
274 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller Has
275 Has Not received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the
276 Property with any other broker.

277 10.4. Ownership of Materials and Consent. Seller represents that all materials (including all
278 photographs, renderings, images, videos, or other creative items) supplied to Broker by or on behalf of Seller
279 are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized and grants to
280 Broker, Brokerage Firm, and any MLS (that Broker submits the Property to) a nonexclusive irrevocable,
281

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

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

11.1. Price. U.S. \$ 350,000

11.2. Terms. Cash Conventional FHA VA Other: n/a

11.3. Loan Discount Points.

n/a

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

11.5. Earnest Money. Minimum amount of earnest money deposit U.S. \$ 3500 in the form of Personal Check

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

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

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

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

13. INCLUSIONS AND EXCLUSIONS.

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

13.1.1. Inclusions – Attached. If attached to the Property on the date of this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included (leased

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350 items should be listed under §13.1.6. (Leased Items): None Solar Panels Water Softeners
351 Security Systems Satellite Systems (including satellite dishes). If any additional items are attached to
352 the Property after the date of this Seller Listing Contract, such additional items are also included.

353 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of
354 this Seller Listing Contract, the following items are included unless excluded under §13.2. (Exclusions): storm
355 windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and
356 treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves,
357 storage sheds, carbon monoxide alarms, smoke/fire detectors, and all keys.

358 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
359 included in the Purchase Price:

361 Stove, Microwave, dishwasher, Refrigerator, all window coverings, attached shelving in
362 basement and out buildings

363 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels)
364 must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real
365 estate taxes for the year of Closing), liens and encumbrances, except:

366 n/a

368 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
369 sale or other applicable legal instrument.

370 **13.1.6. Leased Items.**

371 **13.1.6.1.** The following leased items are part of the transaction:

372 n/a

373 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final
374 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,
375 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the
376 leases.
377

378 **13.2. Exclusions.** The following are excluded (Exclusions):

379 Sellers Personal Property

380 **13.3. Trade Fixtures.** The following trade fixtures are included:

381 n/a

382

383 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes
384 (except personal property taxes for the year of closing), liens and encumbrances, except n/a. Conveyance
385 will be by bill of sale or other applicable legal instrument.

387 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities:

388 n/a; and the use or ownership of the following storage facilities:

389 n/a

390 **13.5. Water Rights/Well Rights.**

391 **13.5.1. Deeded Water Rights.** The following legally described water rights:

392 n/a

393

394 Seller agrees to convey any deeded water rights by a good and sufficient n/a deed at Closing.

395 **13.5.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
396 13.5.1., 13.5.3., and 13.5.4.:

397 n/a

398 **13.5.3. Well Rights.** The Well Permit # is n/a.

399 **13.5.4. Water Stock Certificates.** The water stock certificates are as follows:

400 n/a

401 **13.6. Growing Crops.** The following growing crops:

402 n/a

403

404

405 **14. TITLE AND ENCUMBRANCES.**

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408 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.
409 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials,
410 leases, improvement location certificates and surveys in Seller's possession and must disclose all
411 easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.
412
413 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:
414 special warranty deed general warranty deed bargain and sale deed quit claim deed
415 personal representative's deed n/a deed. If title will be conveyed using a special warranty deed or a
416 general warranty deed, unless otherwise specified in § 28 (Additional Provisions) below, title will be conveyed
417 "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a
418 buyer will convey only that title Seller has in the Property.
419
420 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the
421 general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens,
422 financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree.
423 Existing monetary encumbrances are as follows:
424 n/a
425 If the Property has been or will be subject to any governmental liens for special improvements installed at the
426 time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless
427 otherwise agreed.
428
429 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for
430 possession of the Property:
431 none
432
433 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense unless the parties agree in
434 writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount
435 equal to the Purchase Price as specified in the contract for the Sale of the Property, or if this box is checked,
436 **An Abstract of Title** certified to a current date.
437
438
439 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association
440 assessment is currently payable at approximately \$n/a per n/a and that there are no unpaid regular or
441 special assessments against the Property except the current regular assessments and except n/a. Seller
442 agrees to promptly request the owners' association to deliver to buyer before date of closing a current
443 statement of assessments against the Property.
444
445
446 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: Date of Delivery of
447 Deed, subject to leases and tenancies as described in § 14.
448
449
450 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**
451 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all
452 adverse material facts actually known by such broker including but not limited to adverse material facts
453 pertaining to the title to the Property and the physical condition of the Property, any material defects in the
454 Property, and any environmental hazards affecting the Property which are required by law to be disclosed.
455 These types of disclosures may include such matters as structural defects, soil conditions, violations of
456 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer
457 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known
458 by Broker about the Property.
459
460 **18.2. Seller's Obligations.**
461 **18.2.1. Seller's Property Disclosure Form.** Seller **Agrees** **Does Not Agree** to provide on
462 or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's
463 current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller
464 is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material
465 facts actually known by Seller.
466

466 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or
467 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed
468 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given
469 to any potential buyer in a timely manner.
470

471 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired
472 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping
473 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an
474 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a
475 location as required by the applicable building code, prior to offering the Property for sale or lease.
476

477 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the
478 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at
479 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.
480

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

483 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller
484 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage
485 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will
486 survive such cancellation.
487

488 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller
489 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm
490 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that
491 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages, if any.
492

493 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing
494 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no
495 obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has
496 the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical
497 condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or
498 highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect
499 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could
500 psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel
501 under this provision, Brokerage Firm waives all rights to pursue damages.
502

503 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums
504 received will be: (1) paid to Seller in its entirety; (2) divided between Brokerage Firm and Seller,
505 one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the
506 balance to Seller; (3) Other: n/a If no box is checked in this Section, choice (1), paid to Seller in its
507 entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm
508 compensation owed, earned and payable under § 7.
509

510 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage
511 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate
512 buyer's brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or
513 services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil
514 tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor
515 Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments
516 made by Brokerage Firm for such products or services authorized by Seller.
517
518

519 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of
520 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title
521 companies).
522
523
524

Seller(s) Initials: CMH & S JB

525 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for
526 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such
527 damage is caused by their negligence or intentional misconduct.
528

529 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective
530 buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected
531 classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital
532 status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture,
533 national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information
534 about the prospective buyer if such information would disclose a buyer's protected class(es). However, any
535 financial, employment or credit worthiness information about the buyer received by Broker will be submitted
536 to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing
537 laws.
538

539
540 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller
541 acknowledges that Broker has advised that this document has important legal consequences and has
542 recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.
543

544
545 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or after closing, and is
546 not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a
547 process in which the parties meet with an impartial person who helps to resolve the dispute informally and
548 confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing,
549 before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally
550 in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire
551 dispute is not resolved within 30 calendar days of the date written notice requesting mediation is delivered by
552 one party to the other at the other party's last known address.
553

554
555 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the
556 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney
557 and legal fees.
558

559 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
560 Colorado Real Estate Commission.)
561

562 n/a
563

564 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract:
565

566 n/a
567

568 **30. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is
569 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.
570

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

572 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in
573 writing, except as provided in § 31.2. and is effective when physically received by such party, or any
574 individual named in this Seller Listing Contract to receive documents or notices for such party.

575 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
576 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive
577 documents or notices for such party, at the electronic address of the recipient by facsimile, email or Esign.

578 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
579 at the email address of the recipient, (2) a link or access to a website or server provided the recipient
580 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax
581 No.) of the recipient.
582

Seller(s) Initials: CMH & S JB

583 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by
584 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado
585 residents who sign a contract in Colorado for real property located in Colorado.
586

587 **32. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the
588 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing
589 and signed by the parties.
590

591 **33. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,
592 and when so executed by all the parties, such copies taken together are deemed to be a full and complete
593 contract between the parties.
594
595

596 **34. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any
597 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.
598
599

600 **35. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by
601 Broker, including all attachments.
602

603 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm
604

605 **Seller:**
606
607
608
609
610

611 *Cynthia M Held*
612

613 Date: 2/5/2025

614 Seller: **JSCB PROPERTIES, LLC**
615 **By: Cynthia M Held**
616
617
618
619

620 *Sheryl K Schroth*
621

622 Date: 2/5/2025

623 Seller: **JSCB PROPERTIES, LLC**
624 **By: Sheryl K Schroth**
625
626
627
628

629 *Julie A Strand*
630

631 Date: 2/6/2025

632 Seller: **JSCB PROPERTIES, LLC**
633 **By: Julie A Strand**
634

635 **Brokerage Firm:**
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Seller(s) Initials: *CMH* *SS* *JS*

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Ginger Brophy

Date: 1/30/2025

Broker's Name: **Ginger Brophy**
Brokerage Firm's Name: **Brophy Realty**
Brophy Realty
Brokerage Firm Address: **410 S Main Street Wray, CO 80758**
Broker Phone No.: Broker Fax No.:
Broker Email Address: **ginger.brophy@brophyrealty.com**

LC50-8-24 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

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Seller(s) Initials: *CMH* *CS* *JB*