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**LC50 – Exclusive Right-To-Sell Listing Contract**  
**Adoption Date: October 7, 2025**  
**Mandatory Use Date: January 1, 2026**

**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: 4/20/2026

**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:** Jesus R Balpuesta Cortes and Vanessa Cortes

**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:

Seller(s) Initials: JRBC VC

58 [See attached](#)

59 known as No. [35195 County Road FF, Wray, CO 80758](#),

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

62  **3.5. Affordable Housing.** If this box is checked, Seller represents, to the best of Seller's actual  
63 knowledge, the Property **IS** part of an affordable housing program. If this box is **NOT** checked, Seller  
64 represents that Property is **NOT** part of an affordable housing program.

65 **3.6. Sale; Lease.**

66 **3.6.1.** A "Sale" of the Property is the voluntary transfer or exchange of any interest in the  
67 Property or the voluntary creation of the obligation to convey any interest in the Property, including a contract  
68 for sale or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the  
69 Property.

70  **3.6.2.** If this box is checked, Seller authorizes Broker to negotiate a lease of the Property. "Lease of  
71 the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or  
72 leasehold interest in the Property. The rights and duties owed under this Seller Listing Contract shall also  
73 apply to a Lease of the Property and the term Lease is synonymous with the term Sale when used in  
74 reference to the rights and duties owed under this Seller Listing Contract.

75 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on [4/20/2026](#), and  
76 continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2)  
77 [11/20/2026](#), and any written extensions (Listing Period). Broker must continue to assist in the completion of  
78 any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of  
79 this Seller Listing Contract, even after expiration of the Listing Period.

80 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable.  
81 The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual  
82 execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

83 **3.9. Day; Computation of Period of Days, Deadline.**

84 **3.9.1. Day.** As used in this Seller Listing Contract, the term "day" means the entire day ending at  
85 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

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

91 **4. BROKERAGE RELATIONSHIP.**

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

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

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

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

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

117  **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent  
118 and must treat the buyer as a customer.

119 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or  
120 in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-  
121 Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or  
122 agent for either party. If Seller and buyer are working with the same Broker, Broker must continue to function  
123 as a Transaction-Broker.  
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126 **5. BROKERAGE DUTIES.** Broker, on behalf of Brokerage Firm as either a Transaction-Broker or a Seller's  
127 Agent, must perform the following "**Uniform Duties**" when working with Seller:

128 **5.1** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

129 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

130 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the  
131 Property is subject to a contract for Sale;

132 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

133 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to  
134 material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

135 **5.1.5.** Accounting in a timely manner for all money and property received; and

136 **5.1.6.** Keeping Seller fully informed regarding the transaction.

137 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

138 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

139 **5.2.2.** What the motivating factors are for Seller to sell the Property;

140 **5.2.3.** That Seller will agree to financing terms other than those offered;

141 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to  
142 disclose such information would constitute fraud or dishonest dealing; or

143 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or  
144 stigmatize the Property.

145 **5.3.** 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 **5.4.** Broker is not obligated to seek additional offers to purchase the Property while the Property is  
149 subject to a contract for Sale.

150 **5.5.** 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 **5.6.** Seller understands that Seller is not liable for Broker's acts or omissions that have not been  
155 approved, directed, or ratified by Seller.

156 **5.7.** Seller  **Does**  **Does Not** consent to Broker's disclosure to prospective buyers and  
157 cooperating brokers the existence of offers on the Property and whether the offers were obtained by Broker,  
158 a broker within Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer,  
159 Broker must first obtain the Seller's written consent. If neither box is checked, Seller does not consent to  
160 Broker's disclosure of such information.  
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163 **6. ADDITIONAL DUTIES OF SELLER'S AGENT.** If the Seller Agency box at the top of page 1 is checked,  
164 Broker is Seller's Agent, with the following additional duties:

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  
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175 Broker.

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177 **7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO BUYER BROKERAGE FIRM.** Seller  
178 agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be  
179 earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by  
180 Seller or by any other person in connection with the Sale of the Property.

181 **7.1. Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay  
182 Brokerage Firm as follows:

183 **7.1.1. Sale Compensation.** (1) 6 % of the gross purchase price, or (2) n/a, in U.S. dollars.

184 **7.1.1.1.** If buyer's brokerage firm: (i) procures a buyer; and (ii) the transaction results in a  
185 closing of the Sale of the Property to such buyer, Seller's Brokerage Firm may enter into a compensation  
186 agreement with buyer's brokerage firm to contribute from the Sale Compensation an amount of 2.4% of the  
187 gross purchase price, or \$n/a, in U.S. dollars to buyer's brokerage firm.

188 **7.1.1.2.** If Seller agrees to pay the buyer's brokerage firm pursuant to the contract between  
189 buyer and Seller, Seller's compensation to Seller's Brokerage Firm will be reduced by that amount not to  
190 exceed the buyer's brokerage firm compensation set forth in §7.1.1.1.

191 **7.1.2. Lease Compensation.** If the box in § 3.6.2 is checked, Brokerage Firm will be paid a fee  
192 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.  
193 Brokerage Firm agrees to contribute from the Lease Compensation to tenant's brokerage firm an amount of  
194 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  
195 tenant enters into a lease with owner or owner's agent for the Property.

196 **7.1.3. Other Compensation.**  
197 n/a

198 **7.2. When Earned.** Such compensation is earned upon the occurrence of any of the following:

199 **7.2.1.** Any Sale of the Property within the Listing Period by Seller, by Broker or by any other  
200 person;

201 **7.2.2.** Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as  
202 specified in this Seller Listing Contract; or

203 **7.2.3.** Any Sale (or Lease if § 3.6.2 is checked) of the Property within 120 calendar days after  
204 the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name  
205 was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). However, Seller  
206  **Will**  **Will Not** owe the compensation to Brokerage Firm under this § 7.2.3 if a compensation is earned  
207 by another licensed brokerage firm acting pursuant to an exclusive agreement entered into during the  
208 Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this §  
209 7.2.3, then Seller does not owe the compensation to Brokerage Firm.

210 **7.3. When Applicable and Payable.** The compensation obligation applies to a Sale made during the  
211 Listing Period or any extension of such original or extended term. The compensation described in § 7.1.1 is  
212 due and payable at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect  
213 of Seller) then on the contracted date of closing, as contemplated by § 7.2.1 or § 7.2.3, or upon fulfillment of  
214 § 7.2.2 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.

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

233 Seller has chosen the following:

234 **9.1. MLS/Information Exchange.**

235 9.1.1. The Property  **Will**  **Will Not** be submitted to one or more MLS and  **Will**  
236  **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes  
237 Broker to provide a copy of this Seller Listing Contract to the MLS or information exchange, if requested,  
238 timely provide notice of any listing status change (e.g.: active, under contract, pending, sold) to such MLS  
239 and information exchanges, and, upon transfer of deed from Seller to buyer, provide all required sales  
240 information to such MLS and information exchanges.

242 9.1.2. Seller authorizes the use of electronic and all other marketing methods except:

243 n/a

244 9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if  
245 any.

247 9.1.4. The Property Address  **Will**  **Will Not** be displayed on the Internet.

248 9.1.5. The Property Listing  **Will**  **Will Not** be displayed on the Internet.

249 **9.2. Property Access.**

250 9.2.1. Broker may access the Property by:

252  Electronic Lock Box  Manual Lock Box

254  n/a

255 Other instructions:

256 All appoints made through listing agent

258 9.2.2. Other than Broker, Seller further authorizes the following persons to access the Property  
259 using the method described in § 9.2.1.

260  Actively Licensed Real Estate Brokers  Licensed Appraisers

261  Unlicensed Broker Assistants  Unlicensed Inspectors

262  Other: n/a

264 **9.3. Broker Marketing.**

265 9.3.1. The following specific marketing tasks will be performed by Broker:

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

267 9.3.2. Seller authorizes the use of videos and pictures of both the interior and exterior of the  
268 Property, with the exception of the following areas:

269 n/a

271 **9.4. Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing  
272 materials if, in Brokerage Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of  
273 litigation or a complaint regarding the use of such marketing material. Upon expiration of the Listing Period  
274 and request from Seller, Broker will use reasonable efforts to remove information submitted to the MLS  
275 and/or information exchanges. Seller understands that information submitted to either the MLS or information  
276 exchanges may be difficult, if not impossible, to remove from syndicators and the Internet and releases  
277 Broker from any liability for Broker's inability to remove the information.

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

281 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or  
282 Lease of the Property only through Broker and to refer to Broker all communications received in any form  
283 from real estate brokers, prospective buyers, tenants, or any other source during the Listing Period of this  
284 Seller Listing Contract.

285 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print,  
286 and signage) must first be approved by Broker.

287 **10.3. No Existing Listing Agreement.** Seller represents that Seller  **Is**  **Is Not** currently a party  
288 to any listing agreement with any other broker to sell the Property. Seller further represents that Seller  **Has**  
289  **Has Not** received a list of "Submitted Prospects" pursuant to a previous listing agreement to sell the  
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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 and 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. \$ 179000.00

**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 is \$ 1500 (US dollars). Earnest money must be submitted in the form of 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.**

**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 specifically excluded under §13.2 (Exclusions): lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial

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350 (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen  
351 appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door  
352 openers (including n/a remote controls). If checked, the following are owned by the Seller and included  
353 (leased items should be listed under §13.1.6 (Leased Items)):  None  Solar Panels  Water Softeners  
354  Security Systems  Satellite Systems (including satellite dishes). If any additional items are attached to  
355 the Property after the date of this Seller Listing Contract, such additional items are also included.  
356

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

362 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also  
363 included in the Purchase Price:

364 n/a

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

368 n/a

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

371 **13.1.6. Leased Items.**

372 **13.1.6.1.** The following leased items are included in the transaction:

373 n/a

374 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final  
375 contract between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease,  
376 leased item, cost, and other terms including requirements imposed upon a buyer if buyer is assuming the  
377 leases.  
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379 **13.2. Exclusions.** The following are excluded (Exclusions):

380 Sellers personal property

381 **13.3. Trade Fixtures.** The following trade fixtures are included:

382 n/a

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384 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes  
385 (except personal property taxes for the year of closing), liens and encumbrances, except n/a. Conveyance  
386 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 are  
388 included: n/a. The use or ownership of the following storage facilities are included:

389 n/a

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

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

392 All of Record

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

395  **13.5.2. Well Rights.** The Well Permit number of the included Well is TBD.

396  **13.5.3. Water Stock.** The water stock included are as follows:

397 n/a

398  **13.5.4. Other Rights Relating to Water.** The following rights relating to water not included in §§  
399 13.5.1, 13.5.2, and 13.5.3 are included:

400 All of Record

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

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**14. TITLE AND ENCUMBRANCES.**

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

**14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and must disclose all easements, liens, and other encumbrances, if any, on the Property, of which Seller has knowledge.

**14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:  
 special warranty deed  general warranty deed  bargain and sale deed  quit claim deed  
 personal representative's deed  n/a deed. If title will be conveyed using a special warranty deed or a general warranty deed, unless otherwise specified in § 29 (Additional Provisions) below, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113, C.R.S. Seller's conveyance of the Property to a buyer will convey only that title Seller has in the Property.

**14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the general taxes for the year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows:

n/a

If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a contract for the Sale of the Property, Seller is responsible for payment of same, unless otherwise agreed.

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

n/a

**15. EVIDENCE OF TITLE.** It is customary for Seller to furnish to a buyer, at Seller's expense, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in the contract for the Sale of the Property. This term is negotiable in the Contract to Buy and Sell and there are other title products available that may be requested by Buyer or Buyer's lender.

**16. OWNER'S ASSOCIATION.**

**16.1. Association Membership.** Seller represents that the Property  Is  Is Not located within a common interest community.

**16.2. Association Assessments.** Seller represents that the amount of the regular owners' association assessment is currently payable at approximately \$n/a per n/a and that there are no unpaid regular or special assessments against the Property except the current regular assessments and except n/a. Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of assessments against the Property.

**16.3. Seller to Provide Documents.** Seller acknowledges that Seller will be required to cause the association documents to be provided to buyer, at Seller's expense, on or before any applicable deadline established in a final contract between buyer and Seller.

**17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: Date of delivery of deed, subject to leases and tenancies as described in § 14.

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

**18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of

Seller(s) Initials: *JRBC VC*

466 health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer  
467 may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known  
468 by Broker about the Property.  
469

470 **18.2. Seller's Obligations.**

471 **18.2.1. Seller's Property Disclosure Form.** Seller  **Agrees**  **Does Not Agree** to provide on  
472 or before the sale contract's respective deadline a Seller's Property Disclosure form completed to Seller's  
473 current, actual knowledge. Colorado law requires Seller to disclose certain facts regardless of whether Seller  
474 is providing a Seller's Property Disclosure form. Typically, the contract requires disclosure of adverse material  
475 facts actually known by Seller.  
476

477 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or  
478 more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed  
479 Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees and given  
480 to any potential buyer in a timely manner.

481 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired  
482 heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping  
483 purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an  
484 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a  
485 location as required by the applicable building code, prior to offering the Property for sale or lease.  
486

487 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the  
488 date of the contract for Sale or Lease of the Property, ordinary wear and tear excepted, unless Seller, at  
489 Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.  
490

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

493 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller  
494 Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage  
495 Firm to any compensation. Any rights of Seller to damages, if any, that accrued prior to cancellation will  
496 survive such cancellation. Seller's notice of cancellation must be made in writing, identify the basis for the  
497 cancellation, and be delivered to Broker in accordance with § 32.  
498

499 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller  
500 Listing Contract to include Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm  
501 may cancel this Seller Listing Contract upon written notice to Seller. Any rights of Brokerage Firm that  
502 accrued prior to cancellation will survive such cancellation, to include Brokerage Firm's damages, if any.  
503 Brokerage Firm's notice of cancellation must be made in writing, identify the basis for the cancellation, and be  
504 delivered to Seller in accordance with § 32.  
505

506 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing  
507 Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no  
508 obligation to investigate or inspect the Property and no duty to verify statements made, Brokerage Firm has  
509 the right to cancel this Seller Listing Contract if any of the following are unsatisfactory: (1) the physical  
510 condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or  
511 highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect  
512 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could  
513 psychologically impact or stigmatize the Property. In the event Brokerage Firm exercises its right to cancel  
514 under this provision, Brokerage Firm waives all rights to pursue damages.  
515

516 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums  
517 received will be: (1)  paid to Seller in its entirety; (2)  divided between Brokerage Firm and Seller,  
518 one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the  
519 balance to Seller; (3)  Other: n/a If no box is checked in this Section, choice (1), paid to Seller in its  
520 entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage Firm  
521 compensation owed, earned and payable under § 7.  
522  
523  
524

525 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon in writing, Brokerage  
526 Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate  
527 buyer's brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or  
528 services unless Seller agrees in writing to pay for them promptly when due (e.g., surveys, radon tests, soil  
529 tests, title reports, engineering studies, property inspections). Unless otherwise agreed upon in writing,  
530 neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage  
531 Firm for payments made by Brokerage Firm for such products or services authorized by Seller.  
532

533 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, quality, and extent of  
534 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors, and title  
535 companies). Broker cannot require Seller to use a certain settlement service provider and Seller can shop  
536 and select similar services from other companies. Seller is ultimately responsible for selecting, qualifying, and  
537 paying for the settlement service providers who provide such services to Seller.  
538  
539

540 **23. WIRE AND OTHER FRAUDS.** Wire and other frauds are a significant risk in real estate transactions.  
541 Anytime Seller is supplying confidential information, such as social security numbers and bank account  
542 numbers, or transferring or receiving funds, Seller should provide the information in person or in another  
543 secure manner. Wire instructions should only be sent by a Closing Company to the Seller via encrypted  
544 e-mails or encrypted web portals that require end user authentication (i.e., password protected). If encrypted  
545 e-mails or encrypted web portals are not available, wire instructions should be delivered by hand, telephone,  
546 mail, or overnight courier. Seller should never reply to an e-mail or call a telephone number included in an  
547 e-mail regarding wire instructions or trust changes to wiring instructions received via email without verbal  
548 confirmation from a trusted source. To protect against fraud, money should never be wired based on email  
549 instructions alone and wire transfer details and payment instructions should always be verified in person or  
550 by telephone using a trusted and independently verified contact number.  
551  
552

553 **24. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is responsible for  
554 maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such  
555 damage is caused by their negligence or intentional misconduct.  
556  
557

558 **25. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against any prospective  
559 buyers because of their inclusion in a "protected class" as defined by federal, state, or local law. "Protected  
560 classes" include, but are not limited to, race, creed, color, sex, sexual orientation, gender identity, marital  
561 status, familial status, physical or mental disability, handicap, religion, military status, hair style/texture,  
562 national origin, or ancestry of such person. Seller authorizes Broker to withhold any supplemental information  
563 about the prospective buyer if such information would disclose a buyer's protected class(es). However, any  
564 financial, employment or credit worthiness information about the buyer received by Broker will be submitted  
565 to Seller. Seller understands and agrees that the Broker may not violate federal, state, or local fair housing  
566 laws.  
567  
568

569 **26. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Seller  
570 acknowledges that Broker has advised that this document has important legal consequences and has  
571 recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.  
572

573 **27. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, whether prior to or after closing,  
574 and the dispute is not resolved, the parties must first proceed in good faith to submit the matter to mediation  
575 before proceeding to arbitration or litigation. Mediation is a process in which the parties meet with an impartial  
576 person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding  
577 decisions. The parties to the dispute must agree, in writing, before any settlement is binding. A party  
578 requesting mediation must deliver written notice requesting mediation to the other party as provided in § 32.  
579 The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation.  
580 The obligation to mediate, unless otherwise agreed, will terminate in the event the entire dispute is not  
581 resolved within 30 calendar days of the date of written notice requesting mediation was delivered.  
582

583  
584 **28. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Seller Listing Contract, the  
585 arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney  
586 and legal fees.  
587  
588 **29. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by the  
589 Colorado Real Estate Commission.  
590 n/a  
591  
592  
593 **30. ATTACHMENTS.** The following are incorporated into and made a part of this Seller Listing Contract:  
594 n/a  
595  
596  
597 **31. NO OTHER PARTY OR INTENDED BENEFICIARIES.** Nothing in this Seller Listing Contract is  
598 deemed to inure to the benefit of any person other than Seller, Broker, and Brokerage Firm.  
599  
600 **32. NOTICE, DELIVERY AND CHOICE OF LAW.**  
601 **32.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in  
602 writing, except as provided in § 32.2 and § 32.3, and is effective when physically received by such party, or  
603 any individual named in this Seller Listing Contract to receive documents or notices for such party.  
604 **32.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in  
605 electronic form to Brokerage Firm or Seller, or any individual named in this Seller Listing Contract to receive  
606 documents or notices for such party, at the electronic address of the recipient by facsimile, email or Esign.  
607 **32.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the  
608 email address of the recipient, (2) a link or access to a website or server provided the recipient receives the  
609 information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the  
610 recipient.  
611 **32.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by  
612 and construed in accordance with the laws of the state of Colorado that would be applicable to Colorado  
613 residents who sign a contract in Colorado for real property located in Colorado.  
614  
615  
616 **33. MODIFICATION OF THIS SELLER LISTING CONTRACT.** No subsequent modification of any of the  
617 terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing  
618 and signed by the parties.  
619  
620  
621 **34. COUNTERPARTS.** This Seller Listing Contract may be executed by each of the parties, separately,  
622 and when so executed by all the parties, such copies taken together are deemed to be a full and complete  
623 contract between the parties.  
624  
625  
626 **35. ENTIRE AGREEMENT.** This agreement constitutes the entire contract between the parties and any  
627 prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.  
628  
629 **36. COPY OF CONTRACT.** Seller acknowledges receipt of a copy of this Seller Listing Contract signed by  
630 Broker, including all attachments.  
631  
632 Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm  
633  
634 **Seller:**  
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640

Seller(s) Initials: *JRBC VC*

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CTM eSignature by:  
*Jesus R Balpuesta Cortes*  
dd2d926e-d58e-4c83-88a7-2c10d546b31f  
Date: 6/4/2026

Seller: **Jesus R Balpuesta Cortes**

CTM eSignature by:  
*Vanessa Cortes*  
5dee0bd8-8227-4cc2-9f18-b57eb418aa25  
Date: 4/24/2026

Seller: **Vanessa Cortes**

Brokerage Firm:

CTM eSignature by:  
*Ginger Brophy*  
371e9614-513f-4126-8855-3c8156d27dba  
Date: 4/20/2026

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.: **9706300066** Broker Fax No.:  
Broker Email Address: **ginger.brophy@brophyrealty.com**

**LC50 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**

Seller(s) Initials: *JRBC VC*



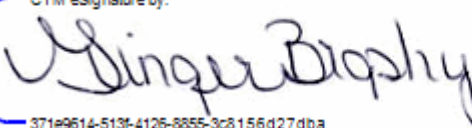
# Certificate of Completion

## Document Information

Document Number: 8a26ee00-94cf-4850-809d-9318b1d1f668  
Document Name: EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT  
Subject: 35195 County Road FF , Wray, CO 80758  
Date Created: 04/20/2026  
Date Modified: 4/24/2026 10:17:00 AM  
Document Owner: Ginger Brophy Brophy Realty

## Signatures/Initials


Ginger Brophy  
Signed: 4/20/2026 1:11:07 PM  
IP Address: 137.83.96.29, 172.68

CTM eSignature by:  
  
371e9614-513f-4126-8855-3c8156d27dba

Vanessa Cortes  
Signed: 4/24/2026 12:57:59 PM  
IP Address: 137.83.96.40, 172.68

CTM eSignature by:  
  
5dee0bd3-8227-4cc2-9f18-b57eb4f8aa25

Vanessa Cortes  
Signed: 4/24/2026 12:58:08 PM  
IP Address: 137.83.96.40, 172.68

CTM eInitial  
  
b53911f3-6d53-40efe4

Jesus R Balpuesta Cortes  
Signed: 6/4/2026 10:48:50 AM  
IP Address: 199.47.67.46, 172.68

CTM eInitial  
  
dc46a999-eab3-493b-e

Jesus R Balpuesta Cortes  
Signed: 6/4/2026 10:48:55 AM  
IP Address: 199.47.67.46, 172.68

CTM eSignature by:  
  
dd2d926e-d58e-4c83-88a7-2c10d546b31f