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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: ***6/3/2026***

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: ***City Of Wray***

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: JWD

WRAY EAST INDUSTRIAL PARK
A part of government Lots2 and 3 of section 31, township 2 North, range 43 West of the 6th Principal Meridian, Yuma County , Colorado
Lots 2 and 3
Vacant Land 4.328 Acres

known as No. ***2&3 Lot , Wray, CO 80758*** ,

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

3.6. Sale; Lease.

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

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

3.7. Listing Period. The Listing Period of this Seller Listing Contract begins on ***6/3/2026*** , and continues through the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2) ***6/3/2027*** , and any written extensions (Listing Period). Broker must continue to assist in the completion of any Sale or Lease of the Property for which compensation is due and payable to Brokerage Firm under § 7 of this Seller Listing Contract, even after expiration of the Listing Period.

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

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

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

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

4. BROKERAGE RELATIONSHIP.

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

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

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

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

4.3.1.1. Seller Agency Unless Brokerage Relationship with Both. Broker represents

Seller(s) Initials: JWD

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

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

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

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

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

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

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

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

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

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

5.1.6. Keeping Seller fully informed regarding the transaction.

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

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

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

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

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

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

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

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

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

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

5.7. Seller ☒ **Does** ☐ **Does Not** consent to Broker's disclosure to prospective buyers and cooperating brokers the existence of offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm, or by another broker. If Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent. If neither box is checked, Seller does not consent to Broker's disclosure of such information.

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

Seller(s) Initials: JWD

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

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

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

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

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

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

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

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

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

7.1.3. Other Compensation.

n/a

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

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

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

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

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

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

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES (MLS) AND MARKETING. Seller has been advised by Broker of the advantages and disadvantages of various marketing methods, including

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advertising and the use of multiple listing services (MLS) and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.) and whether some methods may limit the ability of another broker to show the Property. After having been so advised, Seller has chosen the following:

9.1. MLS/Information Exchange.

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

9.1.2. Seller authorizes the use of electronic and all other marketing methods except:
n/a

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

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

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

9.2. Property Access.

9.2.1. Broker may access the Property by:

☐ Electronic Lock Box ☐ Manual Lock Box

☐ ***n/a***

Other instructions:
n/a

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: ***n/a***

9.3. Broker Marketing.

9.3.1. The following specific marketing tasks will be performed by Broker:
Sign on Property, Web Site, Trulia, Zillow, MLS, Facebook, Homes.com, Realtor.com

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

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.

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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 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. $ ***164,000.00***

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 $ ***1600.00*** (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 (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 ***n/a*** remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under §13.1.6 (Leased Items)): ☐ None ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Seller Listing Contract, such additional items are also included.

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

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

nnoe

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

n/a

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

13.1.6. Leased Items.

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

n/a

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

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

n/a

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

n/a

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

13.4. Parking and Storage Facilities. The use or ownership of the following parking facilities are included: ***n/a***. The use or ownership of the following storage facilities are included:

n/a

13.5. Water Rights/Well Rights.

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

n/a

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

☐ **13.5.2. Well Rights.** The Well Permit number of the included Well is ***n/a***.

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

n/a

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

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n/a

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

n/a

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

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

18.2. Seller's Obligations.

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

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

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

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

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

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

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

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: ***n/a*** If no box is checked in this Section, choice (1), paid to Seller in its

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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 buyer's 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 upon in writing, 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). Broker cannot require Seller to use a certain settlement service provider and Seller can shop and select similar services from other companies. Seller is ultimately responsible for selecting, qualifying, and paying for the settlement service providers who provide such services to Seller.

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

24. 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.

25. 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.

26. 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.

27. MEDIATION. If a dispute arises relating to this Seller Listing Contract, whether prior to or after closing, and the dispute is not resolved, the parties must first proceed in good faith to submit the matter to mediation before proceeding to arbitration or litigation. 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. A party requesting mediation must deliver written notice requesting mediation to the other party as provided in § 32.

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The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within 30 calendar days of the date of written notice requesting mediation was delivered.

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

29. ADDITIONAL PROVISIONS. The following additional provisions have not been approved by the Colorado Real Estate Commission.

29.1 All Buyers will need to have a Development plan to present to the City Council for approval before any contract will be signed.

29.2. All contract will be approval by the city council.

29.3.

Water, sewer, electricity and fiber optic are all run up to the property

Buyers are responsible for paying tap fees and utilities connection costs which may include but not limited to water pits, electric transformer, and materials to connect the services.

30. ATTACHMENTS. The following are incorporated into and made a part of this Seller Listing Contract:
n/a

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

32. NOTICE, DELIVERY AND CHOICE OF LAW.

32.1. Physical Delivery and Notice. Any document or notice to Brokerage Firm or Seller must be in writing, except as provided in § 32.2 and § 32.3, and is effective when physically received by such party, or any individual named in this Seller Listing Contract to receive documents or notices for such party.

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

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

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

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

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

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

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36. COPY OF CONTRACT. Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all attachments.

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

Seller:

James W DePue, City Manager

Date: ***7/9/2026***

Seller: ***City Of Wray***

By: James W DePue, City Manager

Brokerage Firm:

Ginger Brophy

Date: ***6/3/2026***

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