



CBRE, Inc.  
 BROKERAGE AND MANAGEMENT  
 LICENSED REAL ESTATE BROKER

The printed portions of this form, except **differentiated additions**, have been approved by the Colorado Real Estate Commission.  
 (LC50-6-23) (Mandatory 1-24)

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

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

## EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

**SELLER AGENCY**       **TRANSACTION-BROKERAGE**

Date: April 15, 2024

**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:** Douglas County School District RE-1

**3.2. Brokerage Firm:** CBRE, Inc.

**3.3. Broker:** Eric Roth and Martin Roth

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

known as No. Land located at 11722 Dransfeldt Road, Parker, CO 80134 (see Exhibit A)

Street Address	City	State	Zip
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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 or lease. It also includes an agreement to transfer any ownership interest in an entity which owns the Property.

45  **3.6.2.** If this box is checked, Seller ~~also grants to~~ authorizes Broker **an Exclusive Right-To-Lease** to negotiate lease  
46 of the Property. "Lease of the Property" or "Lease" means any agreement between the Seller and a tenant to create a tenancy or  
47 leasehold interest in the Property.

48 **3.7. Listing Period.** The Listing Period of this Seller Listing Contract begins on **April 24, 2024**, and continues through  
49 the earlier of (1) completion of the Sale or, if applicable, Lease of the Property or (2) **April 23, 2025**, and any written extensions  
50 (Listing Period). Broker must continue to assist in the completion of any Sale or Lease of the Property for which compensation is  
51 due and payable to Brokerage Firm under § 7 of this Seller Listing Contract.

52 **3.8. Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation  
53 "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon  
54 which both parties have signed this Seller Listing Contract.

55 **3.9. Day; Computation of Period of Days, Deadline.**  
56 **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  
57 States Mountain Time (Standard or Daylight Savings as applicable).

58 **3.9.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not  
59 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,  
60 Sunday or federal or Colorado state holiday (Holiday), such deadline  **Will**  **Will Not** be extended to the next day that is not a  
61 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

62 **4. BROKERAGE RELATIONSHIP.**

63 **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  
64 Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

65 **4.2. In-Company Transaction – Different Brokers.** When Seller and buyer in a transaction are working with different  
66 brokers within the Brokerage Firm, those brokers continue to conduct themselves consistent with the brokerage relationships they  
67 have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage  
68 Firm working with a buyer.

69 **4.3. In-Company Transaction – One Broker.** If Seller and buyer are both working with the same Broker, Broker must  
70 function as:

71 **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:

72 **4.3.1.1. Seller Agency Unless Brokerage Relationship with Both.** Broker represents Seller as Seller's  
73 Agent and must treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship.  
74 Broker must disclose to such customer the Broker's relationship with Seller. However, if Broker delivers to Seller a written Change  
75 of Status that Broker has a brokerage relationship with the buyer then Broker is working with both Seller and buyer as a Transaction  
76 Broker. If the box in § 4.3.1.2 (**Seller Agency Only**) is checked, § 4.3.1.2 (**Seller Agency Only**) applies instead.

77  **4.3.1.2. Seller Agency Only.** If this box is checked, Broker represents Seller as Seller's Agent and must treat the  
78 buyer as a customer.

79 **4.3.2. Transaction-Broker.** If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither  
80 box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker must perform the duties described in  
81 § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same  
82 Broker, Broker must continue to function as a Transaction-Broker.

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

85 **5.1.** Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

86 **5.1.1.** Performing the terms of any written or oral agreement with Seller;

87 **5.1.2.** Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a  
88 contract for Sale;

89 **5.1.3.** Disclosing to Seller adverse material facts actually known by Broker;

90 **5.1.4.** Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters  
91 about which Broker knows but the specifics of which are beyond the expertise of Broker;

92 **5.1.5.** Accounting in a timely manner for all money and property received; and

93 **5.1.6.** Keeping Seller fully informed regarding the transaction.

94 **5.2.** Broker must not disclose the following information without the informed consent of Seller:

95 **5.2.1.** That Seller is willing to accept less than the asking price for the Property;

96 **5.2.2.** What the motivating factors are for Seller to sell the Property;

97 **5.2.3.** That Seller will agree to financing terms other than those offered;

98 **5.2.4.** Any material information about Seller unless disclosure is required by law or failure to disclose such  
99 information would constitute fraud or dishonest dealing; or

100 **5.2.5.** Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

101 5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the  
102 purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without  
103 consent of Seller, or use such information to the detriment of Seller.

104 5.4. Brokerage Firm may have agreements with other sellers to market and sell their properties. Broker may show alternative  
105 properties not owned by Seller to other prospective buyers and list competing properties for sale.

106 5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for  
107 Sale.

108 5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to  
109 independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to  
110 conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made  
111 by a buyer.

112 5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed or ratified  
113 by Seller.

114 5.8. When asked, Broker  Will  Will Not disclose to prospective buyers and cooperating brokers the existence of  
115 offers on the Property and whether the offers were obtained by Broker, a broker within Brokerage Firm, or by another broker. If  
116 Broker wishes to disclose the terms of any offer, Broker must first obtain the Seller's written consent.

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

119 6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

120 6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and

121 6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

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

126 7.1. **Amount.** In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

127 7.1.1. **Sale Commission.** (1) Five Percent (5%) of gross purchase price. In the event of an outside broker, the fee  
128 shall be Seven Percent (7%). An outside broker shall be defined as any broker involved in the transaction not identified in  
129 paragraph 3.3 of this agreement % of the gross purchase price, or (2) N/A, in U.S. dollars. Brokerage Firm agrees to contribute  
130 from the Sale Commission to outside brokerage firms' commissions Three and One-half Percent (3.5%) % of the gross purchase price  
131 or N/A in U.S. dollars.

132 7.1.2. ~~**Lease Commission.** If the box in § 3.6.2. is checked, Brokerage Firm will be paid a fee equal to (1) N/A, %  
133 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  
134 Lease Commission to outside brokerage firms' commission N/A % of the gross rent or N/A in U.S. dollars.~~

135 7.1.3. **Other Compensation.** N/A

136 7.2. **When Earned.** Such commission is earned upon the occurrence of any of the following:

137 7.2.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

138 7.2.2. Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller  
139 Listing Contract; or

140 7.2.3. Any Sale (or Lease if § 3.6.2 is checked) of the Property within 90 calendar days after the Listing Period  
141 expires (Holdover Period) (1) to anyone with whom Broker negotiated, and (2) whose name was submitted, in writing, to Seller by  
142 Broker during the Listing Period (Submitted Prospect). However, Seller  Will  Will Not owe the commission to Brokerage  
143 Firm under this § 7.2.3. if a commission is earned by another licensed brokerage firm acting pursuant to an exclusive agreement  
144 entered into during the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this §  
145 7.2.3., then Seller does not owe the commission to Brokerage Firm.

146 7.3. **When Applicable and Payable.** The commission obligation applies to a Sale made during the Listing Period or any  
147 extension of such original or extended term. The commission described in § 7.1.1. is payable at the time of the closing of the Sale,  
148 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  
149 § 7.2.3., or upon fulfillment of § 7.2.2. where the offer made by such buyer is not accepted by Seller.

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

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

159 **9.1. MLS/Information Exchange.**

160 **9.1.1.** The Property:  **Will**  **Will Not** be submitted to one or more commercial MLS and  **Will**   
161 **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide a copy of  
162 this Seller Listing Contract to the MLS or information exchange, if requested, timely provide notice of any listing status change (e.g.:  
163 active, under contract, pending, sold) to such MLS and information exchanges, and upon transfer of deed from Seller to buyer, provide  
164 all required sales information to such MLS and information exchanges.

165 **9.1.2.** Seller authorizes the use of electronic and all other marketing methods except: None

166 **9.1.3.** Seller further authorizes use of the data by MLS and property information exchanges, if any.

167 **9.1.4.** The Property Address  **Will**  **Will Not** be displayed on the Internet.

168 **9.1.5.** The Property Listing  **Will**  **Will Not** be displayed on the Internet.

169 **9.2. Property Access.**

170 **9.2.1.** Broker may access the Property by:

171  Electronic Lock Box  Manual Lock Box

172  With access provided by listing broker as appropriate

173 Other instructions: None

174 **9.2.2.** Other than Broker, Landlord further authorizes the following persons to access the Premises using the method  
175 described in § 9.2.1

176  Actively Licensed Real Estate Brokers  Licensed Appraisers

177  Unlicensed Broker Assistants  Unlicensed Inspectors

178  Other: N/A

179 **9.3. Broker Marketing.**

180 **9.3.1.** The following specific marketing tasks will be performed by Broker: Marketing OM, property signage if  
181 appropriate, electronic marketing campaign to proprietary databases and direct calls

182  
183  
184  
185 **9.3.2.** Seller authorizes videos and pictures of both the interior and exterior of the Premises except: TBD

186  
187  
188  
189 **9.4. Marketing Termination.** Broker and Brokerage Firm may discontinue using any marketing materials, if, in Brokerage  
190 Firm's sole discretion, Broker or Brokerage Firm receives a credible threat of litigation or a complaint regarding the use of such  
191 marketing material. Upon expiration of the Listing Period and request from Seller, Broker will use reasonable efforts to remove  
192 information submitted to the MLS and/or information exchanges. Seller understands that information submitted to either the MLS or  
193 information exchange may be difficult, if not impossible, to remove from syndicators and the Internet and release Broker from any  
194 liability for Broker's inability to remove the information.

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

196 **10.1. Negotiations and Communication.** Seller agrees to conduct all negotiations for the Sale or Lease of the Property only  
197 through Broker and to refer to Broker all communications received in any form from real estate brokers, prospective buyers, tenants,  
198 or any other source during the Listing Period of this Seller Listing Contract.

199 **10.2. Advertising.** Seller agrees that any advertising of the Property by Seller (e.g., Internet, print, and signage) must first  
200 be approved by Broker

201 **10.3. No Existing Listing Agreement.** Seller represents that Seller  **Is**  **Is Not** currently a party to any listing  
202 agreement with any other broker to sell the Property. Seller further represents that Seller  **Has**  **Has Not** received a list of  
203 "Submitted Prospects" pursuant to a previous listing agreement to sell the Property with any other broker.

204 **10.4. Ownership of Materials and Consent.** Seller represents that all materials (including all photographs, renderings,  
205 images, videos, or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed  
206 in writing to Broker. Seller is authorized and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Property to) a

207 nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required as well as the  
208 publishing, display, and reproduction of such material, compilation and data. This license survives the termination of this Seller  
209 Listing Contract. Unless agreed to otherwise, all materials provided by Broker (photographs, renderings, images, videos, or other  
210 creative items) may not be used by Seller for any reason.

211 **10.5. Colorado Foreclosure Protection Act.** The Colorado Foreclosure Protection Act (Act) generally applies if (1) the  
212 Property is residential (2) Seller resides in the Property as Seller's principal residence (3) buyer's purpose in purchase of the Property  
213 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  
214 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  
215 applies, then a contract, between buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required.  
216 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  
217 not apply. It is recommended that Seller consult with an attorney.

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

219 **11.1. Price.** U.S. \$ A Price Acceptable to Seller

220 **11.2. Terms.**  Cash  Conventional  FHA  VA  Other: \_\_\_\_\_

221 **11.3. Loan Discount Points.** N/A

222 **11.4. Buyer's Closing Costs (FHA/VA).** Seller must pay closing costs and fees, not to exceed \$N/A, that Buyer is not  
223 allowed by law to pay, for tax service and N/A.

224 **11.5. Earnest Money.** Minimum amount of earnest money deposit U.S. \$ N/A in the form of N/A.

225 **11.6. Seller Proceeds.** Seller will receive net proceeds of closing as indicated:  Cashier's Check at Seller's expense;

226  Funds Electronically Transferred (Wire Transfer) to an account specified by Seller, at Seller's expense; or  Closing  
227 Company's Trust Account Check. Wire and other frauds occur in real estate transactions. Any time Seller is supply confidential  
228 information such as social security numbers or bank account numbers, Seller should provide the information in person or in another  
229 secure manner.

230 **11.7. FIRPTA.** Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), the Internal Revenue Service (IRS)  
231 may require a substantial portion of Seller's proceeds withheld after Closing when Seller is a foreign person. If the box in this Section  
232 is checked, Seller represents that Seller  IS a foreign person for purposes of U.S. income taxation and authorizes Broker to disclose  
233 such status. If the box in this Section is not checked, Seller represent that Seller is not a foreign person for purposes of U.S. income  
234 taxation.

235 **11.8. Colorado Withholding.** If Seller is not exempt, the Colorado Department of Revenue may require a portion of Seller's  
236 proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing.

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

240 **13. INCLUSIONS AND EXCLUSIONS.**

241 **13.1. Inclusions.** The Purchase Price includes the following items (Inclusions):

242 **13.1.1. Inclusions - Attached.** If attached to the Property on the date of this Seller Listing Contract, the following  
243 items are included unless excluded under § 13.2. (Exclusions): lighting, heating, plumbing, ventilating and air conditioning units, TV  
244 antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom  
245 systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door  
246 openers (including None remote controls). If checked, the following are owned by the Seller and included (leased items should be  
247 listed under § 13.1.5 (Leased Items):  None  Solar Panels  Water Softeners  Security Systems  Satellite Systems  
248 (including satellite dishes). If any additional items are attached to the Property after the date of this Seller Listing Contract, such  
249 additional items are also included.

250 **13.1.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this Seller Listing  
251 Contract, the following items are included unless excluded under § 13.2 (Exclusions): storm windows, storm doors, window and  
252 porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace  
253 screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

254 **13.1.3. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the  
255 Purchase Price: None

256 **13.1.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at  
257 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and  
258 encumbrances, except: None

259  
260

261 **13.1.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other  
262 applicable legal instrument.

263 **13.1.6. Leased Items.**

264 **13.1.6.1.** The following leased items are part of the transaction: **None**

265

266

267 **13.1.6.2. Lease Documents.** Seller agrees to supply to buyer, as will be set forth in the final contract  
268 between Seller and buyer, the documents between Seller and Seller's lessor regarding the lease, leased item, cost and other terms  
269 including requirements imposed upon a buyer if buyer is assuming the leases.

270 **13.2. Exclusions.** The following are excluded (Exclusions): **None**

271

272

273 **13.3. Trade Fixtures.** The following trade fixtures are included: **None**

274 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property  
275 taxes for the year of closing), liens and encumbrances, except **None**.

276 Conveyance will be by bill of sale or other applicable legal instrument.

277 **13.4. Parking and Storage Facilities.** The use or ownership of the following parking facilities: **None**; and the use or  
278 ownership of the following storage facilities: **None**.

279 **13.5. Water Rights/Well Rights.**

280  **13.5.1. Deeded Water Rights.** The following legally described water rights: **None**

281

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

283  **13.5.2. Other Rights Relating to Water.** The following rights to water not included in § 13.5.1., 13.5.3., and 13.5.4.:  
284 **None**

285

286  **13.5.3. Well Rights.** The Well Permit # is **N/A**.

287  **13.5.4. Water Stock Certificates.** The water stock certificates are as follows: **None**.

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289

290 **13.6. Growing Crops.** The following growing crops: **None**

291

292

293 **14. TITLE AND ENCUMBRANCES.**

294 **14.1. Seller Representation.** Seller represents that title to the Property is solely in Seller's name.

295 **14.2. Delivery of Documents.** Seller must deliver to Broker true copies of all relevant title materials, leases, improvement  
296 location certificates and surveys in Seller's possession and must disclose all easements, liens and other encumbrances, if any, on the  
297 Property, of which Seller has knowledge.

298 **14.3. Conveyance.** In case of Sale, Seller agrees to convey the Property, by a good and sufficient:  special warranty  
299 deed  general warrant deed  bargain and sale deed  quit claim deed  personal representative's deed  \_\_\_\_\_

300 If title will be conveyed using a special warranty deed or a general warranty deed, unless otherwise specified in § 28 (Additional  
301 Provisions) below, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113 C.R.S. Seller's conveyance of  
302 the Property to a buyer will convey only that title Seller has in the Property.

303 **14.4. Monetary Encumbrances.** Property must be conveyed free and clear of all taxes, except the general taxes for the  
304 year of closing. All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller  
305 and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows: **To Be Inserted**. If the  
306 Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a contract for  
307 the Sale of the Property, Seller is responsible for payment of same, unless otherwise agreed.

308 **14.5. Tenancies.** The Property will be conveyed subject to the following leases and tenancies for possession of the Property:  
309 **N/A**.

310

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

314 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular owners' association assessment is  
315 currently payable at \$ N/A per N/A and that there are no unpaid regular or special assessments against the Property except the current  
316 regular assessments and except N/A. Seller agrees to promptly request the owners' association to deliver to buyer before date of  
317 closing a current statement of assessments against the Property.

318 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows: at time of Closing subject to leases and  
319 tenancies as described in § 14.

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

321 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any prospective buyer all adverse material facts  
322 actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical  
323 condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are  
324 required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations  
325 of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property  
326 and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

327 **18.2. Seller's Obligations.**

328 **18.2.1. Seller's Property Disclosure Form.** Seller  Agrees  Does Not Agree to provide on or before the sale  
329 contract's respective deadline a Seller's Property Disclosure form completed to Seller's current actual knowledge. Colorado law  
330 requires Seller to disclose certain facts regardless of whether Seller is providing a Seller's Property Disclosure form. Typically, the  
331 contract requires disclosure of adverse material facts actually known by Seller.

332 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Property include one or more residential  
333 dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form  
334 must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.

335 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Property have a fuel-fired heater or appliance,  
336 a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that  
337 Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the  
338 entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

339 **18.2.4. Condition of Property.** The Property will be conveyed in the condition existing as of the date of the contract  
340 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  
341 or other work to be performed by Seller.

342 **19. DEFAULT; RIGHT TO CANCEL.**

343 **19.1. If Broker is in Default.** In the event the Broker fails to substantially perform under this Seller Listing Contract, Seller  
344 has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation. Any rights of Seller  
345 to damages, if any, that accrued prior to cancellation will survive such cancellation.

346 **19.2. If Seller is in Default.** In the event the Seller fails to substantially perform under this Seller Listing Contract to include  
347 Seller's or occupant's failure to reasonably cooperate with Broker, Brokerage Firm may cancel this Seller Listing Contract upon  
348 written notice to Seller. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation, to include  
349 Brokerage Firm's damages.

350 **19.3. Additional Rights of Brokerage Firm to Cancel.** Brokerage Firm may cancel this Seller Listing Contract upon  
351 written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect  
352 the Property, and no duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing Contract if any of the  
353 following are unsatisfactory (1) the physical condition of the Property or Inclusions, (2) any proposed or existing transportation  
354 project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect  
355 on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize  
356 the Property. In the event Brokerage Firm exercises its right to cancel under this provision, Brokerage Firm waives all rights to pursue  
357 damages.

358 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by a buyer, the sums received will be (1)

359  paid to Seller in its entirety; (2)  divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed  
360 the Brokerage Firm compensation agreed upon herein, and the balance to Seller: (3)  Other \_\_\_\_\_. If no box is checked in this  
361 Section, choice (1), paid to Seller in its entirety, applies. Any forfeiture of payment under this Section will not reduce any Brokerage  
362 Firm compensation owed, earned and payable under § 7.

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

367 neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments  
368 made by Brokerage Firm for such products or services authorized by Seller.

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

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

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

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

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

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

393 **28. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate  
394 Commission.) *N/A*  
395

396 **29. ATTACHMENTS.** The following are a part of this Seller Listing Contract: *Definitions of Working Relationships and*  
397 *Colorado Sale/Lease Disclosures, Exhibit A.*  
398  
399

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

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

403 **31.1. Physical Delivery and Notice.** Any document or notice to Brokerage Firm or Seller must be in writing, except as  
404 provided in § 31.2. and is effective when physically received by such party, any individual named in this Seller Listing Contract to  
405 receive documents or notices for such party.

406 **31.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Brokerage  
407 Firm or Seller, or any individual named in this Seller Listing Contract to receive documents or notices for such party at the electronic  
408 address of the recipient by facsimile, email or *N/A*.

409 **31.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address  
410 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the  
411 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

412 **31.4. Choice of Law.** This Seller Listing Contract and all disputes arising hereunder are governed by and construed in  
413 accordance with the laws of the state of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for  
414 real property located in Colorado.

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



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

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

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

423 Brokerage Firm authorized Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

**Seller:** Douglas County School District RE-1  
**Signing Name:** \_\_\_\_\_

**Brokerage Firm:** CBRE, Inc.  
**Broker's Name:** Eric Roth

\_\_\_\_\_  
Seller's Signature Date

  
\_\_\_\_\_  
Broker's Signature April 15, 2024  
Date

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

Brokerage Firm Street Address: 1225 17<sup>th</sup> Street, Suite 3200

City, State, Zip: \_\_\_\_\_

Brokerage Firm City, State, Zip: Denver, Colorado 80202

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

Broker Phone No.: 720.528.6322

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

Broker Fax No.: 720.528.6333

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

Broker Email Address: eric.roth@cbre.com

**Signing Name:** \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature Date

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

City, State, Zip: \_\_\_\_\_

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

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

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

424



CBRE, Inc.  
BROKERAGE AND MANAGEMENT  
LICENSED REAL ESTATE BROKER

The printed portions of this form, except *Differentiated additions*, have been approved by the Colorado Real Estate Commission.  
(DD25-5-09) (Mandatory 7-09)

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

**DEFINITIONS OF WORKING RELATIONSHIPS**

For purposes of this document, seller also means “landlord” (which includes sublandlord) and buyer also means “tenant” (which includes subtenant.)

**Seller’s Agent:** A seller’s agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller’s agent must disclose to potential buyers all adverse material facts actually known by the seller’s agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

**Buyer's Agent:** A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer’s agent must disclose to potential sellers all adverse material facts actually known by the buyer’s agent including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

**Transaction-Broker:** A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

**Customer:** A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party’s agent or as the party’s transaction-broker.

**THIS IS NOT A CONTRACT.**

I acknowledge receipt of this document on \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

On April 15, 2024, Broker provided SELLER with this document via EMAIL and retained a copy for the Broker’s records.

Brokerage Firm’s Name CBRE, Inc.

\_\_\_\_\_  
Broker Eric Roth



CBRE, Inc.  
BROKERAGE AND MANAGEMENT  
LICENSED REAL ESTATE BROKER

## Colorado Sale/Lease Disclosures

**Property:** Land located at 11722 Dransfeldt Road, Parker, CO 80134 (see Exhibit A)

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**Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws.** Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, proneness to natural hazards such as earthquakes, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

**Americans with Disabilities Act (ADA).** The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. Have your experts investigate and evaluate these matters.

**Taxes.** Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to sellers at closing. Have your experts investigate and evaluate these matters.

**Flood Zones.** Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas. Buyers/tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters.

**Fires.** Properties, whether or not located in a fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

**Hazardous Materials and Underground Storage Tanks.** Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Have your experts investigate and evaluate these matters.

**Property Inspections and Evaluations.** Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

**CONSULT YOUR ADVISORS** – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.

