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KENNETH S. GARDNER
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UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO, DENVER, COLORADO

In Re: WIT'S END RANCH RETREAT, LLC) Case No. 2017- 18893- JGR
Debtor) Chapter 11

MOTION BY DEBTOR TO EXCUSE COMPLIANCE WITH
11 U.S.C. § 363(c)(2)(B) AND (e), AND AUTHORIZING A LICENSED REALTOR
BROKER TO SELL DEBTOR'S MAJOR REAL PROPERTY ASSET AND
TO BE COMPENSATED IN CONNECTION THEREWITH

COMES NOW the Debtor, through its legal counsel, and moves this Honorable Court for entry of an order excusing compliance with the requirements of 11 U.S.C. 363(c)(2)(B) and (e), to allow a licensed realtor broker to sell Debtor's major real property asset and to be reasonably compensated therewith for his services and related costs. In support of this motion, Debtor states as follows:

1. That Debtor, through its owner and operators, had intended to sell the major asset at 254 and 290 County Road 500, Bayfield, CO 81122, prior to filing of this Chapter 11 Bankruptcy Petition, and executed an exclusive sales agency contract on or about September 9, 2017, with Victor Schultheiss, sales agent with The Wells Group of Durango, Inc., 901 Main Avenue, Durango, CO 81301, tel. 1-907-570-9997, email address: *victor@wellsgroupdurango.com*. See Attachment 1, The Wells Group of Durango, Inc.'s exclusive listing agreement.

2. The intent of this sale was to pay off 1st Creek Properties, LLC, first deed of trust holder and the present owner and holder of a promissory note duly executed by the Debtor and its agents on February, 12, 2017, in the amount of \$2,630,000.00.

3. Initially, Debtor was relying upon a promised small business loan from Guaranty Bank, Denver, CO, to continue operations as a treatment facility, which was eventually denied, which in turn caused this drastic action to sell this real property asset.

4. On or about August 20, 2017, 1st Creek Properties, LLC, filed an *ex parte* action in La Plata County District Court, Case No. 2017-CV-30149, against the Debtor requesting the appointment of a receivership for the asset at 254 and 290 County Road 500, Bayfield, CO 81122, and all of its personal property therein. Said Trial Court did enter an order granting the requested receivership upon the real property and all personal property therein.

5. 11 U.S.C. § 363(c)(2)(B), generally requires the Debtor, as owner of real property, and/or the Trustee, to refrain from taking any action in the administration of said property of the debtor except such action as permitted by court order after motion, notice and hearing.

6. 11 U.S.C. § 363(e), generally permits the Debtor, holding an interest in property, to petition by motion, notice and hearing to permit the sale of said property, and to generally protect all entities or parties against whom relief is sought and those otherwise entitled to service and turn over to the Trustee all proceeds of sale and accounting for payment of reasonable compensation for services rendered and related costs incurred by the sales agent, so that the largest creditor and first lien holder, 1st Creek Properties, LLC, can be paid in full and release the deed of trust and cancellation of the promissory note in issue. Other smaller creditors can also be paid from the sales proceeds, if available.

7. The relief sought herein pursuant to 11 U.S.C. § 363(c)(2)(B) and (e), allows the court, after notice and hearing, to excuse compliance with 11 U.S.C. § 362, the automatic stay order, if the interests of creditors would be better served by permitting this sale of Debtor's real property asset.

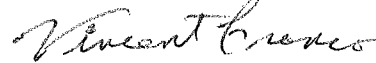
~~8. The interests of first lien holder, 1st Creek Properties, LLC, and other creditors will be better protected if the Debtor and his real estate agent are permitted to sell the property at 254 and 290 County Road 500, Bayfield, CO 81122, pursuant to the terms and conditions of the listing contract, copy attached hereto, and if the listing agent is permitted reasonable compensation for services rendered and related costs incurred in the sale of said property asset.~~

WHEREFORE, Debtor requests that the Court enter an Order excusing the Debtor and its listing sales agent, The Wells Group of Durango, Inc., to sell the Debtor's real property asset, at 254 and 290 County Road 500, Bayfield, CO 81122, and authorizing the

Wells Group of Durango, Inc., to be reasonably compensated for services rendered and for costs incurred in connection with any sales of the Debtor's real property asset, and such other and further relief as the Court deems proper under the circumstances.

Dated: October 11, 2017

Respectfully submitted,



By: /s/ Vincent Franco

Vincent Franco, #6581

Attorney for Debtor

9919 Dodge Drive

Northglenn, CO 80260

303-450-2583

chentefranco@aol.com

ATTACHMENT 1



The Wells Group of Durango, Inc.
Victor Schultheiss
Ph: 970-570-9997 Fax: 970-884-9359

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LC50-6-16) (Mandatory 1-17)

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

Compensation charged by brokerage firms is not set by law. Such charges are established by the 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**

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (this Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to represent 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, the individual designated by Seller as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract is more than one individual is so designated, then references in this Seller Listing Contract to Broker and does not extend to the employing broker, Brokerage Firm or to any other broker by Brokerage Firm who are not so designated.

2.2. One-Person Firm. If this box is checked, Broker is a real estate brokerage firm, a natural person. References in this Seller Listing Contract to Broker or Brokerage Firm refer to the natural person and brokerage firm who serve as the broker of Seller and perform the services required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: *Wits End Ranch Retreat LLC*

3.2. Brokerage Firm: *The Wells Group of Durango, Inc.*

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3.3. Broker: Victor Schultheiss

3.4. Property. The Property is the following legally described real estate in the State of Colorado:

Tract: 45, SEC-TN-RG 20 & 29-37-6 TR IN PT TR 45 SEC 20 & IN PTTR 45 SE

Parcel Number 5377-291-00-017 ,

known as No. **254 CR 500, Bayfield, CO 81122,**

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

3.5. Sale; Lease.

3.5.1. A Sale is the voluntary transfer or exchange of any interest in the Property, including a contract or lease. It includes the obligation to convey any interest in the Property, including a contract or lease. It includes the obligation to transfer any ownership interest in an entity which owns the Property.

3.5.2. If this box is checked, Seller authorizes Broker to negotiate leasing the Property or Lease means any agreement between the Seller and a tenant to create a tenancy in the Property.

3.6. Listing Period. The Listing Period of this Seller Listing Contract begins on **10/16/2017**, and continues through the earlier of (1) completion of the Sale of the Property or **10/14/2018**, and any written extensions (Listing Period). Broker must continue to assist in the Sale or Lease for which compensation is payable to Brokerage Firm under § 7 of this Seller Listing Contract.

3.7. 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" (Meaning of Contract) means the date upon which both parties have signed this Seller Listing Contract.

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

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

3.8.2. Computation of Period of Days, Deadline. In computing a period of days, if the period is not specified, the first day is excluded and the last day is included, e.g., three days after **10/16/2017** falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline is 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 Agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker represents Seller as Transaction-Broker.

4.2. In-Company Transaction – Different Brokers. When Seller and buyer in a transaction with different brokers, those brokers continue to conduct themselves consistent with the relationship they have established. Seller acknowledges that Brokerage Firm is allowed to offer and accept transactions with other 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, the Broker must function as:

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

4.3.1.1. Seller Agency Only. Unless the box in § 4.3.1.2 (**Seller Agency Relationship with Both**) is checked, Broker represents Seller as Seller's Agent and must treat the customer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer Broker's relationship with Seller.

4.3.1.2. Seller Agency Unless Brokerage Relationship with Both. If Broker represents Seller as Seller's Agent and must treat the buyer as a customer, unless Broker enters into an agency or Transaction-Brokerage relationship with the buyer, in which case Broker must be a Transaction-Broker.

4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked and 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 agent or party to the transaction. If Seller and buyer are working with the same broker, Broker must continue to function as a Transaction-Broker.

5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or 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:

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 offer 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 independent appraisal or other material matters about which Broker knows but the specifics of which are beyond the Broker's expertise;

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 such information would constitute fraud or dishonest dealing; or

5.2.5. Any facts or suspicions regarding circumstances that could psychologically affect the value of the Property.

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

5.4. Brokerage Firm may have agreements with other sellers to market and sell their properties and may show alternative properties not owned by Seller to other prospective buyers and list comparable properties.

5.5. Broker is not obligated to seek additional offers to purchase the Property which are not subject to a contract for Sale.

5.6. Broker has no duty to conduct an independent inspection of the Property for the purpose of determining whether the Property is in compliance with applicable laws. Broker has no duty to independently verify the accuracy or completeness of statements made by appraisers or inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial qualifications. Broker has no duty to verify the accuracy or completeness of any statement made by a buyer.

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5.7. Seller understands that Seller is not liable for Broker's acts or omissions that are directed, or ratified by Seller.

5.8. When asked, Broker **Will** **Will Not** disclose to prospective buyers and other brokers the existence of offers on the Property and whether the offers were obtained by Broker, a broker or by another broker.

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

- 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 involved.

7. **COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATING BROKER.** Seller understands that any Brokerage Firm compensation that is conditioned upon the Sale of the Property by Seller shall be paid to the Brokerage Firm as set forth herein without any discount or allowance for any efforts made by any person in connection with the Sale of the Property.

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

7.1.1. **Sale Commission.** (1) 6.0% of the gross purchase price or (2) n/a, in U.S. dollars.

7.1.2. **Lease Commission.** If the box in § 3.5.2 is checked, Brokerage Firm will receive n/a% of the gross rent under the lease, or (2) n/a, in U.S. dollars, payable as follows: 1

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

7.2. **Cooperative Broker Compensation.** Brokerage Firm offers compensation to other brokers whose brokers are acting as:

Buyer Agents: 3.0% of the gross sales price or n/a, in U.S. dollars.

Transaction-Brokers: 3.0% of the gross sales price or n/a, in U.S. dollars.

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

7.3.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by another broker;

7.3.2. Broker finding a buyer who is ready, willing and able to complete the Sale of the Property under this Seller Listing Contract; or

7.3.3. Any Sale (or Lease if § 3.5.2 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) written in writing, to Seller by Broker during the Listing Period (Submitted Prospect). Provided, Seller **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned by a real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Listing Period for a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.3, Seller **Will Not** owe the commission to Brokerage Firm.

7.4. **When Applicable and Payable.** The commission obligation applies to a Sale of the Property during the Listing Period or any extension of such original or extended term. The commission described in this § 7.3 shall be paid to the Brokerage Firm at the time of the closing of the Sale, or, if there is no closing (due to the refusal or neglect of Seller to consummate the Sale on the contracted date of closing, as contemplated by § 7.3.1 or § 7.3.3, or upon fulfillment of the conditions of the Listing Contract) made by such buyer is not accepted by Seller.

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8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage § 7, will accept compensation from any other person or entity in connection with the Pro consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to asses other compensation for services performed by any third party or affiliated business enti separate written consent for such services.

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARK advised by Broker of the advantages and disadvantages of various marketing methods the use of multiple listing services (MLS) and various methods of making the Property ; brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whel limit the ability of another broker to show the Property. After having been so advised, S following:

9.1. MLS/Information Exchange.

9.1.1. The Property **Will** **Will Not** be submitted to one or more MLS ar submitted to one or more property information exchanges. If submitted, Seller authoriz notice of any status change to such MLS and information exchanges. Upon transfer of Seller authorizes Broker to provide sales information to such MLS and information excl

9.1.2. Seller authorizes the use of electronic and all other marketing methods **of the listing broker.**

9.1.3. Seller further authorizes use of the data by MLS and property informati

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

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

9.2. Property Access. Access to the Property may be by:

Manual Lock Box Electronic Lock Box

Listing broker to accompany all showings.

Other instructions: .

9.3. Brokerage Marketing. The following specific marketing tasks will be perform **at the discretion of the listing broker.**

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

10.1. Negotiations and Communication. Seller agrees to conduct all negotiati Property only through Broker, and to refer to Broker all communications received in any brokers, prospective buyers, tenants or any other source during the Listing Period of th

10.2. Advertising. Seller agrees that any advertising of the Property by Seller (signage) must first be approved by Broker.

10.3. No Existing Listing Agreement. Seller represents that Seller **Is** **Is** any listing agreement with any other broker to sell the Property.

10.4. Ownership of Materials and Consent. Seller represents that all material photographs, renderings, images or other creative items) supplied to Broker by or on b Seller, except as Seller has disclosed in writing to Broker. Seller is authorized to and gr Firm and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, roy such material for marketing of the Property, reporting as required and the publishing, di such material, compilation and data. This license survives the termination of this Seller

10.5. Colorado Foreclosure Protection Act. The Colorado Foreclosure Prote

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applies if (1) the Property is residential (2) Seller resides in the Property as Seller's primary purpose in purchase of the Property is not to use the Property as Buyer's personal residence is in foreclosure or Buyer has notice that any loan secured by the Property is at least in default. If all requirements 1, 2, 3 and 4 are met and the Act otherwise applies, then a Seller for the sale of the Property, that complies with the provisions of the Act is required to consummate a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and Buyer. 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. \$ 4,000,000.00

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, Buyer is not allowed by law to pay, for tax service and n/a.

11.5. Earnest Money. Minimum amount of earnest money deposit U.S. \$ 100,000 money order, cashier's check, bank wire, bank 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) to an account specified by Seller, at Seller's expense; or Closing Company's Trust

11.7. Advisory: Tax Withholding. The Internal Revenue Service and the Colorado Department of Revenue may require closing company to withhold a substantial portion of the proceeds of this Sale if (1) Seller is a foreign person or (2) will not be a Colorado resident after closing. Seller should inquire with a tax advisor to determine if withholding applies or if an exemption exists.

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

13. INCLUSIONS AND EXCLUSIONS.

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

13.1.1. Fixtures. The following items are included if attached to the Property at the time of the Listing Contract, unless excluded under Exclusions (§ 13.2): lighting, heating, plumbing, air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring, electrical blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, controls, built-in vacuum systems (including accessories), garage door openers including remotes. **Other Fixtures:** n/a

If any fixtures are attached to the Property after the date of this Seller Listing Contract, they are also included in the Purchase Price.

13.1.2. Personal Property. The following items are included if on the Property at the time of the Listing Contract, unless excluded under Exclusions (§ 13.2): doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and the following are included: Water Softeners Smoke/Fire Detectors Carbon Monoxide Security Systems Satellite Systems (including satellite dishes); and

331 **attached personal property list.**

332 The Personal Property to be conveyed at closing must be conveyed by Seller free
333 (except personal property taxes for the year of closing), liens and encumbrances, except
334 Conveyance will be by bill of sale or other applicable legal instrument.

336 **13.1.3. Trade Fixtures.** The following trade fixtures are included: **attached trade**

337 The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free of
338 (except personal property taxes for the year of closing), liens and encumbrances, except
339 by bill of sale or other applicable legal instrument.

341 **13.1.4. Parking and Storage Facilities.** Use Only Ownership of the following
342 **n/a;**

343 and Use Only Ownership of the following storage facilities:
344 **n/a.**

346 **13.1.5. Water Rights.** The following legally described water rights: **Any and all**
347 **that are owned by the seller and or that are personally owned by any member of**
348 **liability company that pertains to this property..**

349 Any water rights must be conveyed by **quit claim** deed or other applicable legal
350 instrument. The Well Permit # is **TBD.**

353 **13.1.6. Growing Crops.** The following growing crops: **n/a.**

354 **13.2. Exclusions.** The following are excluded (Exclusions):
355 **n/a**

357 **14. TITLE AND ENCUMBRANCES.** Seller represents to Broker that title to the Property
358 name. Seller must deliver to Broker true copies of all relevant title materials, leases, im
359 certificates and surveys in Seller's possession and must disclose to Broker all easement
360 encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorize
361 obligation secured by an encumbrance on the Property to disclose to Broker the amount
362 encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a **general**
363 that title Seller has in the Property. Property must be conveyed free and clear of all taxes
364 for the year of closing.

366 All monetary encumbrances (such as mortgages, deeds of trust, liens, financing
367 by Seller and released except as Seller and buyer may otherwise agree. Existing mortgages
368 follows: **n/a.**

371 The Property is subject to the following leases and tenancies: **n/a.**

372 If the Property has been or will be subject to any governmental liens for special
373 the time of signing a Sale contract, Seller is responsible for payment of same, unless otherwise
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376 **15. EVIDENCE OF TITLE.** Seller agrees to furnish buyer, at Seller's expense, unless
377 to a different arrangement, a current commitment and an owner's title insurance policy
378 Purchase Price as specified in the Sale contract, or if this box is checked, **An Abstract**
379 current date.

382 **16. ASSOCIATION ASSESSMENTS.** Seller represents that the amount of the regular
383 assessment is currently payable at approximately **\$n/a** per **n/a** and that there are no other
384 assessments against the Property except the current regular assessments and except
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386 promptly request the owners' association to deliver to buyer before date of closing a cu
387 assessments against the Property.
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389 **17. POSSESSION.** Possession of the Property will be delivered to buyer as follows:
390 leases and tenancies as described in § 14.
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393 **18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.**

394 **18.1. Broker's Obligations.** Colorado law requires a broker to disclose to any pr
395 material facts actually known by such broker including but not limited to adverse materi
396 title to the Property and the physical condition of the Property, any material defects in tl
397 environmental hazards affecting the Property which are required by law to be disclose
398 disclosures may include such matters as structural defects, soil conditions, violations o
399 laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may
400 Inclusions inspected and authorizes Broker to disclose any facts actually known by Bro
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402 **18.2. Seller's Obligations.**

403 **18.2.1. Seller's Property Disclosure Form.** Disclosure of known material k
404 is required by law. Seller **Agrees** **Does Not Agree** to provide a Seller's Property
405 to Seller's current, actual knowledge.
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407 **18.2.2. Lead-Based Paint.** Unless exempt, if the improvements on the Pr
408 residential dwellings for which a building permit was issued prior to January 1, 1978, a
409 Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, a
410 buyer in a timely manner.
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412 **18.2.3. Carbon Monoxide Alarms.** Note: If the improvements on the Prop
413 or appliance, a fireplace, or an attached garage and one or more rooms lawfully used f
414 (Bedroom), Seller understands that Colorado law requires that Seller assure the Prope
415 carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or
416 the applicable building code, prior to offering the Property for sale or lease.
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418 **18.2.4. Condition of Property.** The Property will be conveyed in the condi
419 of the sales contract or lease, ordinary wear and tear excepted, unless Seller, at Seller
420 writing to any repairs or other work to be performed by Seller.
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423 **19. RIGHT OF PARTIES TO CANCEL.**

424 **19.1. Right of Seller to Cancel.** In the event Broker defaults under this Seller Li
425 the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to a
426 Seller Agency box is checked. Examples of a Broker default include, but are not limited
427 Seller, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all mat
428 if the Seller Agency box at the top of page 1 is checked, the failure to fulfill all material
429 Agent (§ 6). Any rights of Seller that accrued prior to cancellation will survive such can
430

431 **19.2. Right of Broker to Cancel.** Brokerage Firm may cancel this Seller Listing
432 notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no c
433 inspect the Property, and no duty to verify statements made, Brokerage Firm has the ri
434 Listing Contract if any of the following are unsatisfactory (1) the physical condition of th
435 any proposed or existing transportation project, road, street or highway, (3) any other a
436 (whether on or off the Property) and its effect or expected effect on the Property or its c
437 or suspicions regarding circumstances that could psychologically impact or stigmatize t
438 Brokerage Firm has the right to cancel this Seller Listing Contract if Seller or occupant
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441 reasonably cooperate with Broker or Seller defaults under this Seller Listing Contract. /
442 that accrued prior to cancellation will survive such cancellation.
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445 **20. FORFEITURE OF PAYMENTS.** In the event of a forfeiture of payments made by
446 received will be: (1) 100% will be paid to Seller; (2) divided between Brokerage F
447 Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon here
448 Seller; (3) Other: . If no box is checked in this Section, choice (1), 100 % paid to Sel
449 payment under this section will not reduce any Brokerage Firm compensation owed, ea
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451 7.
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454 **21. COST OF SERVICES AND REIMBURSEMENT.** Unless otherwise agreed upon
455 must bear all expenses incurred by Brokerage Firm, if any, to market the Property and
456 brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any othe
457 unless Seller agrees in writing to pay for them promptly when due (examples: surveys,
458 reports, engineering studies, property inspections). Unless otherwise agreed, neither B
459 obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payme
460 Firm for such products or services authorized by Seller.
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464 **22. DISCLOSURE OF SETTLEMENT COSTS.** Seller acknowledges that costs, qua
465 vary between different settlement service providers (e.g., attorneys, lenders, inspectors
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468 **23. MAINTENANCE OF THE PROPERTY.** Neither Broker nor Brokerage Firm is res
469 the Property nor are they liable for damage of any kind occurring to the Property, unles
470 by their negligence or intentional misconduct.
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473 **24. NONDISCRIMINATION.** The parties agree not to discriminate unlawfully against
474 because of the race, creed, color, sex, sexual orientation, marital status, familial status,
475 disability, handicap, religion, national origin or ancestry of such person.
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478 **25. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this docume
479 that Broker has advised that this document has important legal consequences and has
480 with legal and tax or other counsel before signing this Seller Listing Contract.

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482 **26. MEDIATION.** If a dispute arises relating to this Seller Listing Contract, prior to or
483 resolved, the parties must first proceed in good faith to submit the matter to mediation.
484 which the parties meet with an impartial person who helps to resolve the dispute inform
485 Mediators cannot impose binding decisions. The parties to the dispute must agree, in v
486 settlement is binding. The parties will jointly appoint an acceptable mediator and will sh
487 such mediation. The mediation, unless otherwise agreed, will terminate in the event the
488 resolved within 30 calendar days of the date written notice requesting mediation is deli
489 other at the other party's last known address.
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492 **27. ATTORNEY FEES.** In the event of any arbitration or litigation relating to this Sell
493 arbitrator or court must award to the prevailing party all reasonable costs and expense:
494 legal fees.
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28. ADDITIONAL PROVISIONS. (The following additional provisions have not been Real Estate Commission.)

Seller will provide to the listing broker with a description of the water rights seller and or that are personally owned by any members of the limited liability pertains to this property that will be included in the sale of this property.

29. ATTACHMENTS. The following are a part of this Seller Listing Contract:
n/a

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

31. NOTICE, DELIVERY AND CHOICE OF LAW.

31.1. Physical Delivery. All notices must be in writing, except as provided in § 4 including a signed document or notice, delivered to the other party to this Seller Listing physical receipt. Delivery to Seller is effective when physically received by Seller, any named individual of Seller or representative of Seller.

31.2. Electronic Delivery. As an alternative to physical delivery, any document, document or written notice, may be delivered in electronic form only by the following in Facsimile E-mail Internet. If no box is checked, this § 31.2 is not applicable notice and delivery. Documents with original signatures will be provided upon request.

31.3. Choice of Law. This Seller Listing Contract and all disputes arising hereunder construed in accordance with the laws of the State of Colorado that would be applicable sign a contract in this state for property located in Colorado.

32. MODIFICATION OF THIS LISTING CONTRACT. No subsequent modification of Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in parties.


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

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

35. COPY OF CONTRACT. Seller acknowledges receipt of a copy of this Seller Listing Broker, including all attachments.

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

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SELLER'S SIGNATURE


Save Select Signature Font Clear

Seller: *Wits End Ranch Retreat LLC*

Address: *9919 Dodge Drive North Glenn CO 80260*

Phone: Fax:

Electronic Address:



Broker: *Victor Schultheiss*

Brokerage Firm's Name: *The Wells Group of Durango, Inc.*

Address: *901 Main Ave. Durango, CO 81301*

Ph: *970-570-9997* Fax: *970-884-9359* Electronic Address: *victor@wellsgroup*

LC50-6-16 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

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