DocuSign Envelope ID: 13C6B110-B1F5-418D-8BF3-BA48EF373D62

HERITAGE TITLE COMPANY, INC.

685 Marketplace Plaza, Unit C-10, Steamboat Springs, CO 80487

Phone: (970) 879-1611

Close Date: 03/31/2021

Fax: (866) 363-5825

Proration Date: 03/31/2021

Buyers/Borrowers Settlement Statement

FINAL

Escrow	No:	H0636760) - 328 [[)1
			,	

Buyer(s)/Borrower(s): Joshua P. Babyak Carrie R. Babyak

Seller(s):

Benjamin S. Hoffner Abigail M. Hoffner

Cash

Loan #:

Lender: Property:

Brief Legal:

29400 County Road 14

Steamboat Springs, CO 80487-9608

TRS IN NE4SW4, PT OF LOT 3 SEC 31-5-84; PT OF TR 90 (AKA TRS IN SE4SE4) SEC 36-5-85 TOTAL: 55.2 AC

(PER REC# 761060, 761061)

Description		∴ Debit	Credit
TOTAL CONSIDERATION: Sale Price of Property Deposit		2,105,000.00	100,000.00
NEW AND EXISTING ENCUMBRANCES: New Loan from Cash			
NEW LOAN CHARGES: - Cash Title – Settlement Fee to Heritage Title Company, Inc.		175.00	
REAL ESTATE CLOSING CHARGES Title - Tax Cert to Heritage Title Company, Inc.		10.00	
RECORDING FEES: Recording Fee For Deed to Heritage Title Company, Inc. Tax Stamp For State Deed to Heritage Title Company, Inc.		23.00 210.50	
ADDITIONAL CHARGES: Bargain and Sale Deed to Heritage Title Company, Inc.		18,00	
PRORATIONS AND ADJUSTMENTS: County Taxes from 1/1/2021 to 3/31/2021 based on the Annual a \$1,225.32	amount of		298.78
Sub Totals		2,105,436.50	100,298.78
Balance Due From Buyer /Borrower			2,005,137.72
Totals		2,105,436.50	2,105,436.50

Buyer(s)/Borrower(s):

3/31/2021

Carrie R. Babyak

3/26/2021

Disbursement Date: 03/31/2021

Joshara 1938 Babyare.

Carrie 98. Babyak 15...

Date

Settlement Agent:

HERITAGE TITLE COMPANY, INC.

by Iva Dorr

Selling Agent:

3/31/2021

Steamboat Sotheby's International Realty

Date

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize HERITAGE TITLE COMPANY, INC. to cause the funds to be disbursed in accordance with this statement.

Escrow No.: H0636760-328-ID1

WARRANTY DEED

This Deed, made March 31, 2021

Between Fair Acres Ranch, LLC a Colorado limited liability company of the County Routt, State of Colorado, grantor(s) and Benjamin S. Hoffner and Abigail M. Hoffner as Joint Tenants whose legal address is 29400 RCR 14, Steamboat Springs, CO 80487 County of Routt, and State of Colorado, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of Ten and No/100 (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Routt, State of Colorado described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 29400 County Road 14, Steamboat Springs, CO 80487-9608

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the granter, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

Chief Executive

SELLER:

Fair Acres Ranch, LLC, a Colorado limited liability company

Hoffner, as

Manager

`

STATE OF COLORADO COUNTY OF ROUTT

Benjamiy

The foregoing instrument was acknowledged, subscribed and sworn to before me **March 20.**, **2021** by Benjamin S. Hoffner, as Chief Executive Manager and Abigail M. Hoffner, as Managing Member of Fair Acres Ranch, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My Commission expires:

M. Hoffner, as Manaq

STATE OF COLORADO NOTARY ID 200H4005126 My Commission Expires March 12, 2023

IVA DORR NOTARY PUBLIC

Exhibit A

A tract of land located in the NE1/4SW1/4 and Lot 3 of Section 31, Township 5 North, Range 84 West and in Tract 90, Section 36, Township 5 North, Range 85 West of the 6th P.M., bounded by a line described as follows:

Beginning at the NE corner of a parcel of land as conveyed by deed appearing in Book 548 at Page 349 from which the Corner of Section 31 Bears N 01°15′15″ E 751.35 feet,

thence West 914.42 feet along the North line of said parcel,

thence S 68°27'14" W 784.79 feet along the North line of said parcel, thence N 89°43'46" W 1163.63 feet along the North line of said parcel to the Northwest corner of said parcel and the East right of way fence of County Road No. 14,

thence along said East right of way fence for the following twelve(12) courses:

- 2)
- 3)
- N 37°06'46" E 197.58 feet, N 23°41'57" E 119.88 feet, N 24°05'44" E 64.01 feet, N 13°26'43" W 44.84 feet, N 80°01'46" W 8.23 feet, N 49°13'38" W 16.14 feet, 4)
- 5)
- 6)
- 7) N 02°56'13" E 95.01 feet, 8) N 02°40'02" E 38.36 feet,
- N 00°12'37" E 96.09 feet, N 01°33'28" E 94.28 feet, 9)
- 10)
- 11) N 00°59'53" E 164.07 feet,
- N 03°01'53" E 174.40 feet to the North line of Lot 3, Section 31, 12)

thence S 89°48'02" E 2640.01 feet along said North line and the North line of the NE1/4SW1/4, Section 31 to the center of Section 31.

thence S 01°15'15" W 751.35 feet along the East line of the SW1/4 to the Point of Beginning.

Bearing based upon the South line of the SW1/4, Section 31 being East.

EXCEPT two parcels of land being more particularly described in that Warranty Deed to Routt County, Colorado recorded June 10, 2010 at Reception No. 699801

County of Routt, State of Colorado.



Escrow No.: H0636760-328-ID1

Doc Fee: \$210.50

GENERAL WARRANTY DEED

This Deed, made March 31, 2021

Between	Benjamin S.	Hoffner	and Abi	gail M	. Hoffner	of the	County	Routt, St	ate of Col	orado,	grantor(s)	and
Joshua	P. Babyak	and	Carrie	Ŗ.	Babyak,	as	Joint	Tenants	whose	legal	address	is
401	11 8044	h UN	nvers	My	1m,				_	_		
Dav	ie FL	3336	3 <u>8</u> co	unty of	Bro	war	$\mathcal{A}_{\underline{}}$, and	d State of	Ho	nda	<u>ر</u>	,
grantee.				-				_				

WITNESS, That the grantor, for and in the consideration of the sum of TWO MILLION ONE HUNDRED FIVE THOUSAND DOLLARS AND NO/100'S (\$2,105,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Routt, State of Colorado described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 29400 County Road 14, Steamboat Springs, CO 80487-9608

TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this on the date set forth above.

SELLERS:

Benjamin S. Hoffner

Abigail M. Hoffner

Last Saved: 3/26/2021 11:12 AM by ID1

Warranty Deed - General WDLETR (DSI Rev. 08/13/19)

STATE OF COLORADO COUNTY OF ROUTT

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me March ______, 2021 by Benjamin S. Hoffner and Abigail M. Hoffner.

Witness my hand and official seal.

Notary Public

My Commission expires:

Last Saved: 3/24/2021 7:26 PM by ID1

Escrow No.: H0636760-328-ID1

Exhibit A

A tract of land located in the NE1/4SW1/4 and Lot 3 of Section 31, Township 5 North, Range 84 West and in Tract 90, Section 36, Township 5 North, Range 85 West of the 6th P.M., bounded by a line described as follows:

Beginning at the NE corner of a parcel of land as conveyed by deed appearing in Book 548 at Page 349 from which the Corner of Section 31 Bears N 01°15′15″ E 751.35 feet,

thence West 914.42 feet along the North line of said parcel,

thence S 68°27'14" W 784.79 feet along the North line of said parcel,

thence N 89°43'46" W 1163.63 feet along the North line of said parcel to the Northwest corner of said parcel and the East right of way fence of County Road No. 14,

thence along said East right of way fence for the following twelve(12) courses:

- 1) N 37°06'46" E 197.58 feet,
- 2) N 23°41'57" E 119.88 feet,
- 3) N 24°05'44" E 64.01 feet,
- 4) N 13°26'43" W 44.84 feet,
- 5) N 80°01'46" W 8.23 feet,
- 6) N 49°13'38" W 16.14 feet,
- 7) N 02°56'13" E 95.01 feet,
- 8) N 02°40'02" E 38.36 feet,
- 9) N 00°12'37" E 96.09 feet,
- 10) N 01°33'28" E 94.28 feet,
- 11) N 00°59'53" E 164.07 feet,
- 12) N 03°01'53" E 174.40 feet to the North line of Lot 3, Section 31,

thence S 89°48'02" E 2640.01 feet along said North line and the North line of the NE1/4SW1/4, Section 31 to the center of Section 31,

thence S 01°15'15" W 751.35 feet along the East line of the SW1/4 to the Point of Beginning.

Bearing based upon the South line of the SW1/4, Section 31 being East.

EXCEPT two parcels of land being more particularly described in that Warranty Deed to Routt County, Colorado recorded June 10, 2010 at Reception No. 699801

County of Routt, State of Colorado.

TD-1000 Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. This document is not recorded, is kept confidential, and is not available for public inspection.

This declaration must be completed and signed by either the grantor (seller) or grantee (buyer).

Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

	gal description of the real prop eamboat Springs, CO 80487-9		Please do r	iot use P.O. B	ox numbe	≕s.
Type of property purchase Residential	d: ☑ Single Family Residential	☐ Townho			/lulti-Unit	
☐ Commercial ☐ Industria	al □ Agricultural □ Mixed Use	e □ Vacan	it Land □ C	tner _		<u></u>
March 31, 2021		February	/ 17, 2021			
Date of closing: mm	n/dd/yyyy	Date of c	ontract:	mm/dd/yyy	′ Y	
\$ 2,105,000.00		\$				
	Il real and personal property	Cont	tracted price	(if different fro	om final s	ale price)
electronic devices, furnitum pages if necessary). Description	lude, but is not limited to: mac e, or anything that would not ty	pically tran	ister with the	e real property	/ (attach a	additional
			\$			
				-		
						
	Personal Prope	•				
If no personal property is	listed, the entire purchase pr	ice will be	assumed t	o be for the r	eal prope	erty.
Did the total sale price inc	iude a trade or exchange of ad e of the goods or services as	ditional rea	al or person	al property?	□ No	□ Yes
	ion involve a trade under IRS	Code Sec	ction 1031?	•	□ No	□ Yes
Was 100% interest in the	real property purchased?				□ No	☑ Yes
Mark "No" if only a partia purchased	I interest is being purchased.				%	
blood	een related parties or acquai					
or marriage, or business	affiliates, or those acquaintee	d prior to t	he transact	ion.	☑ No	□ Yes

Plea	se mark type of sale:	☐ Builder (new cons☐ Private (For Sale		☑ Public (M ☐ Other (de			
						purchase) .
Type	e of financing: (mark al None (all cash or ca New/Mortgage Lend New/Private Third P Seller (buyer obtaine Assumed (buyer ass Combination or Othel	sh equivalent) er (government-back arty (nonconventiona ed a mortgage directly sumed an existing mo r: Please explain	I lender, e.g., y from the sel ortgage)	relative, frier ler)	nd, or acquain		
							
Tern	ns:						0/
	Variable; Starting int	erest rate	%	☐ Fixed; Ir	nterest rate _		%
	Length of	·	year year	S			
	Balloon payment? □	No ☐ Yes If yes,	amount \$		Due date:		
finar	ncing	eller assisted down pay	rments □ Se	eller concession	ons 🗆 Specia	l terms or	
							_
		aisal obtained in conju	nction with thi	s transaction?		□ No	□ Yes
operi	ies OTHER THAN Re	sidential (Residential	is defined as:	single family o	detached, town	homes, a _l	oartments
						□ No	☐ Yes
	sa, manoritae or noone	0 100 74,40	_				
Did						□ No	□ Yes
If th	is is vacant land, was	an on-site inspection c	onducted by t	he buyer prior	to the	□ No	□ Yes
Plea	ase include any additio	nal information concer	ning the trans	action and pri	ice paid that yo	u feel is ir	mportant:
\.							
ıSianed	hv:		DocuSigne	ed by:			
	~,.	3/31/2021	Carrie F	2. Babyak		3/2	6/2021
2000	90000	Date	CarrierRe	Nabvak		_	
1 9 ° P:	∘45аруак	Date					
sh	ould be mailed to:	Future corresponde	nce (tax bills,	property val	uations, etc.)		
Aç	idress (mailing)	Cit	y		State	Zip	Code
4	bll south univers	nty ar. davie fl	33328				
				Email address			
	Type Type Tota Term In an artification of the close o	New	Mark any of the following that apply to the condition of	Mark any of the following that apply to the condition of the ir New Excellent Good Average Fai Type of financing: (mark all that apply) None (all cash or cash equivalent) New/Mortgage Lender (government-backed or conven New/Private Third Party (nonconventional lender, e.g., Seller (buyer obtained a mortgage directly from the sel Assumed (buyer assumed an existing mortgage) Combination or Other: Please explain Total amount financed \$ Terms: Variable; Starting interest rate % Year Ye	Mark any of the following that apply to the condition of the improvements New Excellent Good Average Fair Poor Type of financing: (mark all that apply) None (all cash or cash equivalent) New/Mortgage Lender (government-backed or conventional bank to New/Private Third Party (nonconventional lender, e.g., relative, frier Seller (buyer obtained a mortgage directly from the seller) Assumed (buyer assumed an existing mortgage) Combination or Other: Please explain Total amount financed \$	Mark any of the following that apply to the condition of the improvements at the time of New	Mark any of the following that apply to the condition of the improvements at the time of purchase New

BARGAIN AND SALE DEED

(Water Rights)

BENJAMIN S. HOFFNER and ABIGAIL M. HOFFNER, of the County of Routt, State of Colorado (collectively, "Grantor"), for the consideration of ten dollars and other good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby sell and convey to JOSHUA P. BABYAK and CARRIE R. BABYAK whose address is **1611.5011 | Lawrenty Dr. Davie Fl. 33582*, as joint tenants with the right of survivorship, (collectively "Grantee"), the following water and water rights located in Routt County, Colorado, to wit:

Any and all adjudicated, unadjudicated, pending, and inchoate water rights including ditches and ditch rights, reservoir and reservoir rights, wells and well rights, pending or existing well permits, springs and spring rights, wastewater and seepage, registered livestock water tanks and storage structure rights, and any other types of rights to the ownership of water, tributary, non-tributary, and not non-tributary which are underlying, appurtenant to, historically used, have been or may be used on or in connection with or are appurtenant to, or located on or underlying, or in any way associated with, any of the real property described in the attached **Exhibit A**, including but not limited to the following:

1 ¼ c.f.s. from Grouse Creek Ditch, Priority No. 50(51), Priority date May 25, 1988, Adjudication Date September 22, 1892, and a proportionate interest in and to the Grouse Creek Ditch; and all of the Grantor's water rights in the spring and ponds on the property described in Exhibit A hereto. The water rights in the Grouse Creek Ditch shall in no case exceed 25% of the total flow of the Grouse Creek Ditch.

Thorne Spring No. 1 for .0045 c.f.s. for stock water, Priority Date June 20, 1977, Decree Date September 22, 1978, Case. No. W-1237-77.

(collectively, all such water and water rights are referred to as the "Water Rights").

TOGETHER WITH all hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above-bargained Water Rights, with all hereditaments and appurtenances.

Signed on March 30, 2021.

Region S. Hoffner Abigail M. Hoffner

STATE OF <u>Colorado</u>) ss. COUNTY OF <u>Rouff</u>) ss.

The foregoing instrument was acknowledged before me this 30 day of March, 2021, by Benjamin S. Hoffner and Abigail M. Hoffner.

Witness my hand and official seal.

My commission expires: 3/12/2023.

Notary Public Address:

IVA DORR NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20084005126 My Commission Expires March 12, 2023



685 Marketplace Plaza, Unit C-10 Steamboat Springs, CO 80487

Phone: (970) 879-1611 Fax: (866) 363-5825

TAX, WATER AND ASSESSMENT AGREEMENT

PROPERTY: 29400 County Road 14, Steamboat Springs, CO 80487-9608

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

I. REAL AND PERSONAL PROPERTY TAXES AND TAX PRO-RATIONS

Purchaser has received, as of this date March 31, 2021, a credit from seller for the taxes for the current year as disclosed on the Purchaser and Seller settlement statements. This proration is based on:

Estimate of taxes for the current year based on most current mill levy and assessment.

Seller warrants that the above property IS NOT subject to a pending tax protest or appeal. Seller further warrants that special assessments, if any, affecting subject property are paid in full, except as reflected on the statement of settlement.

SELLER AND PURCHASER AGREE THAT THE ABOVE REFERENCED PRORATION SHALL BE CONSIDERED A FINAL SETTLEMENT, AND AS SUCH, PURCHASER AGREES TO PAY ALL TAXES FOR THE CURRENT YEAR. HERITAGE TITLE COMPANY, INC. IS HEREBY RELEASED FROM ANY LIABILITY WITH REGARD TO SAID PRORATION.

II. WATER, SEWER AND STORM DRAINAGE

Closing Agent □ has ☑ has not collected the following to pay the final billing for:

☑ Not Applicable

Any overage with regard to the above items in Section II shall be refunded to the depositing party unless otherwise stated below in the special instructions.

IN THE EVENT THAT THE FINAL BILL EXCEEDS THE ESCROWED AMOUNT, INCLUDING TRANSFER FEES OR FINAL READ FEES, ANY ADDITIONAL CHARGES ARE THE RESPONSIBILITY OF THE SELLER AND/OR BUYER.

III. IRRIGATION WATER: Not Applicable

IV. HOMEOWNER'S/CONDOMINIUM ASSOCIATION/METRO DISTRICT:

The above referenced property is subject to assessments for the following Associations and/or Metro Districts per the applicable status letter(s) included with your closing documents.

Seller and Purchaser hereby agree that there is NO active Homeowners' Association /Metro District. Heritage Title has not collected or prorated any dues or assessments for this transaction. CLOSING AGENT IS HEREBY RELIEVED OF AND HELD HARMLESS FROM ANY LIABILITY WITH REGARD TO SAID ITEMS

All assessments due at the time of closing have been collected and prorated per the enclosed Association/Metro District status letter(s) in accordance with the purchase contract dated February 17, 2021 If applicable, any working capital/transfer fees/statement fees have also been collected as per HOA statement and purchase contract. Seller hereby acknowledges that they are not aware any covenant violations affecting the above referenced property.

V. PROPANE: Not Applicable

VI. WEED ABATEMENT/TRASH/REFUSE REMOVAL: Not Applicable

With regards to the closing of 29400 County Road 14, Steamboat Springs, CO 80487-9608 (Property Address), both the buyer(s) and seller(s) fully understand that the telephone company, gas, electric, propane and the present hazard insurance agency will not be notified by the escrow agent.

SELLERS:	BUYER:
Es MA	
Benjamin S. Hoffner	Joshua P. Babyak
alixed M. I buffer	
Abigail M. Hoffner	Carrie R. Babyak

Last Saved: 3/26/2021 11:25 AM by ID1 Escrow No.: 598-H0636760-328-ID1

SELLERS:	BUYER:			
	DocuSigned by:			
Benjamin S. Hoffner	Joshina P. Báthyak			
	DocuSigned by:			
	Carrie R. Babyak			
Abigail M. Hoffner	Carrie Re Babyak			



685 Marketplace Plaza, Unit C-10 Steamboat Springs, CO 80487

Last Saved: 3/24/2021 7:26 PM by ID1

Escrow No.: 598-H0636760-328-ID1

Phone: (970) 879-1611 Fax: (866) 363-5825

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, That Benjamin S. Hoffner and Abigail M. Hoffner of the County of Routt, State of COLORADO (Seller), for and in consideration of Ten Dollars and other Valuable Consideration to them in hand paid, at or before the ensealing or delivery of these presents by Joshua P. Babyak and Carrie R. Babyak of the County of Routt, in the State of Colorado (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, their personal representatives, successors and assigns, the following property, goods and chattels, to wit:

Inclusions – Attached. If attached to the property on the date of the Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside telephone wiring, 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) garage door openers including any remote controls If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents):** ☑ **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 the Contract, such additional items are also included in the Purchase Price.

Inclusions – Not Attached. If on the Property, whether attached or not, on the date of the Contract, the following items are included unless excluded under 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.

Personal Property – Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **None**.

Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: All Furnishings, furniture and appliances as seen on 2/21/2021 and including the John Deer Tractor and Blower

Exclusions. The following items are excluded (Exclusions): A list of exclusions will be delivered to Buyer within 7 days of MEC. All other outdoor equipment and machinery used for farming not listed in inclusions.

located at: 29400 County Road 14, Steamboat Springs, CO 80487-9608

TO HAVE AND TO HOLD the same unto the said Buyer, his personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale March 31, 2021.

SELLERS:

Benjamin S./Moffner

Abigail M. Hoffner