

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**LEAD-BASED PAINT DISCLOSURE (Sales)**

**Attachment to Contract to Buy and Sell Real Estate for the Property known as:**

See Addendum

Street Address

City

State

Zip

**WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY. Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure to Buyer and Real Estate Licensee(s) and Acknowledgment**

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
  - Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
  - Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_
3. Records and reports available to Seller (check one box below):
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
  - Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_

**Buyer's Acknowledgment**

4. Buyer has read the Lead Warning Statement above and understands its contents.
5. Buyer has received copies of all information, including any records and reports listed by Seller above.
6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box below):
  - Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
  - Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Real Estate Licensee's Acknowledgment**



## Lead-Based Paint Obligations (Seller)

Seller acknowledges the following obligations, which shall be completed before the buyer is obligated under any contract to buy and sell real estate. There is no obligation of Seller to conduct any evaluation or reduction activities.

1. Seller shall provide the required lead warning statement set forth on the Lead-Based Paint Disclosure form.
2. Seller shall provide the buyer with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
3. Seller shall disclose to the buyer and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being sold. Seller shall also disclose any additional information available to Seller concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Seller shall disclose to each real estate licensee the existence of any available records or reports. Seller shall also provide the buyer with any records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property being sold. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Seller shall so indicate.
5. Seller, before a buyer is obligated under any contract to buy and sell real estate, shall permit the buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. A buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.
6. Seller must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Seller's statements, to the best of Seller's knowledge.

Seller must complete the required disclosure activities and allow the buyer an opportunity to review the information and possibly amend the offer.

Seller is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the completion date of the sale.

Property known as No. **See Addendum**

Street Address City State Zip

Date: **4/10/26**

Date: **4/10/2026**

*Eric Daale*

Eric Daale (Apr 10, 2026 16:35:24 MDT)

Eric Daale, on behalf of Heritage Land  
Holdings, LLC Seller

*This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.*

**SPDS19 Seller's Property Disclosure Supplement**  
**Adoption Date: August 5, 2025**  
**Mandatory Use Date: January 1, 2026**

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**SELLER'S PROPERTY DISCLOSURE SUPPLEMENT  
(ADDITIONAL STRUCTURE)**

This Seller's Property Disclosure Supplement ("SPD Supplement") supplements the following Seller's Property Disclosure form to be provided by the Seller:

- Seller's Property Disclosure (Residential)**
- Seller's Property Disclosure (Land)**
- Seller's Property Disclosure (Commercial)**

**THIS SELLER'S PROPERTY DISCLOSURE SUPPLEMENT SHOULD BE COMPLETED BY SELLER,  
NOT BY BROKER.**

Seller states that the information contained in this SPD Supplement regarding the Additional Structure is correct to Seller's **CURRENT ACTUAL KNOWLEDGE** as of the date signed by Seller. If the Contract to Buy and Sell (Contract) requires Seller to complete this SPD, this form must be fully completed to Seller's **CURRENT ACTUAL KNOWLEDGE** as of the date of the Seller's Property Disclosure Deadline in the Contract. **Any changes to the disclosures herein must be disclosed by Seller to Buyer promptly after discovery. In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose in writing any such new adverse material fact to Buyer. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability.** If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on the SPD, this SPD Supplement or not.

Broker is authorized to deliver a copy of this SPD Supplement to prospective buyers.

Seller and Buyer understand that this SPD Supplement is not a warranty or guarantee of any kind by the Seller or by any Broker or Agent representing the Seller. Property inspection services may be purchased and are advisable. This SPD is **not** intended as a substitute for an inspection of the Property. **Buyers are encouraged to obtain their own professional inspection(s).**

**SELLER:** Your answers are NOT limited to only the space provided in this SPD Supplement. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete. Seller should complete additional SPD Supplement forms for each additional structure on the Property.

**Note: Buyer and Seller should review the Advisory at the end of the SPD that this SPD Supplement appends.**

Date SPD Supplement completed by Seller: April 10, 2026

Property: See Addendum

Seller(s): Heritage Land Holdings, LLC

Additional Structure Type:  Residential Dwelling  Barn  Detached Garage  Other: \_\_\_\_\_

Additional Structure Description/Name: See Addendum

Year Built: See Addendum

If the Additional Structure is a residential dwelling, answer the following:

Seller  is  is not currently occupying the Additional Structure

If Seller is not currently occupying Additional Structure, date Seller last occupied Additional Structure: N/A

During any period when Seller has not occupied the Additional Structure, the Additional Structure was  vacant  occupied by someone other than Seller

**I. IMPROVEMENTS**

**NOTE:** The Contract determines whether an item is included or excluded in the sale. If there is an inconsistency between the SPD Supplement and the Contract, the Contract controls.

A.	<b>BUILDING CONDITIONS</b> (all aspects of the Additional Structure to include decks and patios) If you know of any of the following problems <b>EVER EXISTING</b> , check the "Yes" column:	Yes	Comments
1	Structural problems with improvements		
2	Structural supports or reinforcements added		
3	Moisture and/or water, including but not limited to, leakage/seepage in the basement/crawlspace		
4	Damage due to termites, other insects, birds, animals, or rodents		
5	Damage due to hail, wind, fire, flood, or other casualty		
6	Any settling, movement, cracking, heaving or breakage of the following:		
	a. Foundations		
	b. Floors		
	c. Interior walls		
	d. Exterior walls		
	e. Driveways		
	f. Sidewalks		
	g. Patios		
	h. Retaining walls		
	i. Other:		
7	Window leaks		
8	Exterior Artificial Stucco (EIFS)		
9	Subfloors		
10			

<b>B.</b>	<b>ROOF – General Information</b> Do you know of the following on the Property: If yes, provide the requested information in Comments	<b>Yes</b>	<b>Comments</b>
1	Indicate age of roof in Comments		
2	Indicate roof material in Comments		
3	Roof is under warranty		
	a. Date of warranty expiration		
	b. Warranty is transferable		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
4	Roof work done while under current roof warranty		
	a. Date work completed		
	<b>ROOF</b> If you know of any of the following problems <b>EVER EXISTING</b> , check the “Yes” column:	<b>Yes</b>	<b>Comments</b>
5	Roof leak		
6	Damage to roof		
7	Damage to skylight		
8	Damage to gutter or downspout		
9	Other roof problems, issues or concerns		
10			

<b>C.</b>	<b>APPLIANCES (if included in the sale)</b> If you know of any problems <b>NOW EXISTING</b> with the following, check the “Yes” column:	<b>Yes</b>	<b>Age, if known</b>	<b>Comments</b>
1	Built-in vacuum system & accessories			
2	Clothes dryer			<input type="checkbox"/> Gas <input type="checkbox"/> Electric
3	Clothes washer			
4	Dishwasher			
5	Disposal			
6	Freezer			
7	Gas grill			
8	Range ventilation system			
9	Microwave oven			<input type="checkbox"/> Free standing <input type="checkbox"/> Built in
10	Oven			<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Single <input type="checkbox"/> Double
11	Range/Stove			<input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Free Standing <input type="checkbox"/> Drop-In
12	Refrigerator			
13	T.V. antenna:			<input type="checkbox"/> Owned <input type="checkbox"/> Leased. If leased, provide the name and contact information of entity leased from:
14	Satellite system or DSS dish:			<input type="checkbox"/> Owned <input type="checkbox"/> Leased. If leased, provide the name and contact information of entity leased from:
15	Trash compactor			
16				

D.	<b>ELECTRICAL &amp; TELECOMMUNICATIONS - General Information</b> Do you know of the following on the Property: If yes, provide the requested information in Comments	Yes	Age, if known	Comments
1	220 Volt service			
2	Electrical Service: Amps _____			
3	Landscape lighting			
4	Electric provider – provide name in Comments			
5	Cable/TV provider – provide name in Comments			
6	Internet provider – provide name in Comments			
7	Solar panels			<input type="checkbox"/> Owned <input type="checkbox"/> Leased. If leased, provide the name and contact information of entity leased from:  Output: _____
8	Wind generators			<input type="checkbox"/> Owned <input type="checkbox"/> Leased. If leased, provide the name and contact information of entity leased from:
9	Security system			<input type="checkbox"/> Owned <input type="checkbox"/> Leased. If leased, provide the name and contact information of entity leased from:
10	Doorbell			<input type="checkbox"/> Wired <input type="checkbox"/> Wireless <input type="checkbox"/> Smart
11	Smoke/fire detector(s)			<input type="checkbox"/> Battery <input type="checkbox"/> Hardwire
12	Carbon monoxide alarm(s)			<input type="checkbox"/> Battery <input type="checkbox"/> Hardwire
13	Internet wiring			<input type="checkbox"/> Cable <input type="checkbox"/> DSL <input type="checkbox"/> Satellite <input type="checkbox"/> Fiber <input type="checkbox"/> Other: _____
14	Built in sound system			<input type="checkbox"/> Speakers- Built In <input type="checkbox"/> Wiring- Built In <input type="checkbox"/> Speakers- Wireless
15				
	<b>ELECTRICAL &amp; TELECOMMUNICATIONS</b> If you know of any problems <b>NOW EXISTING</b> with the following, check the “Yes” column:	<b>Yes</b>	<b>Age, if known</b>	<b>Comments</b>
16	Security system			
17	Smoke/fire detectors			
18	Carbon monoxide alarm			
19	Light fixtures			
20	Switches & outlets			
21	Cable TV wiring and jacks			
22	Internet wiring			
23	Inside telephone wiring & blocks/jacks			
24	Ceiling fans			
25	Bathroom vent fan(s)			
26	Garage door opener and remote control			# of remote/openers: _____
27	Garage door keyless entry			
28	Built in intercom system			
29	Doorbell			
30	Built in sound system			

31			
	<b>ELECTRICAL &amp; TELECOMMUNICATIONS</b> If you know of any problems <b>EVER EXISTING</b> with the following, check the "Yes" column:		
32	Electrical Service		
33	Aluminum wiring at the outlets (110)		
34	Solar panels		
35	Wind generators		
36	Electric wiring or panel		
37			

<b>E.</b>	<b>MECHANICAL</b> If you know of any problems <b>NOW EXISTING</b> with the following, check the "Yes" column:	<b>Yes</b>	<b>Age, if known</b>	<b>Comments</b>
1	Overhead doors (including garage doors)			
2	Entry gate system			
3	Elevator			
4	Sump pump(s): # of _____			
5	Recycle pump			
6	Lifts or Hoists			
7				

<b>F.</b>	<b>VENTILATION, AIR &amp; HEAT – General Information</b> Do you know of the following on the Property: If yes, provide the requested information in Comments	<b>Yes</b>	<b>Age, if known</b>	<b>Comments</b>
1	Furnace			
	a. Furnace Type			<input type="checkbox"/> Forced Air Gas <input type="checkbox"/> Forced Air Electric <input type="checkbox"/> Forced Air Propane <input type="checkbox"/> Radiant <input type="checkbox"/> Gravity Flow <input type="checkbox"/> Other (specify):
	b. Number of Units			
	c. Zoned			Location of zone 1: Location of zone 2: Location of zone 3:
2	Heating system (other than furnace)			
	a. Type/Fuel			
	b. Type/Fuel			
3	Fireplace			
	a. Type			<input type="checkbox"/> Masonry <input type="checkbox"/> Insert <input type="checkbox"/> Wood Burning <input type="checkbox"/> Direct Vent <input type="checkbox"/> Other (specify):
	b. Fireplace starter			<input type="checkbox"/> Switch <input type="checkbox"/> Remote
4	Free Standing Heating Stove			
	a. Fuel Source			<input type="checkbox"/> Wood <input type="checkbox"/> Pellet <input type="checkbox"/> Corn <input type="checkbox"/> Gas <input type="checkbox"/> Other (specify):
5	Date fireplace/wood stove, chimney/flue last cleaned			<input type="checkbox"/> Do not know
6	Fuel tanks			<input type="checkbox"/> Owned <input type="checkbox"/> Leased. If leased, provide the name and contact information of entity leased from:
7	Radiant heating system			<input type="checkbox"/> Interior <input type="checkbox"/> Exterior

	a. Interior Type			
	b. Exterior Type			
8	Air Conditioning			
	a. Type			<input type="checkbox"/> Central Air: Age ____ No of Units: ____ <input type="checkbox"/> Zoned <input type="checkbox"/> Electric <input type="checkbox"/> Other (specify): _____
	b. Number of Units			
	c. Zoned			
9				
	<b>VENTILATION, AIR &amp; HEAT</b> If you know of any problems <b>NOW EXISTING</b> with the following, check the "Yes" column:	<b>Yes</b>	<b>Age, if known</b>	<b>Comments</b>
10	Furnace			
11	Heating System (other than Furnace)			
12	Heat Pump			
13	Evaporative cooler			
14	Window air conditioning units			
15	Central air conditioning			
16	Attic ventilation system (attic only)			
17	Whole house fan			
18	Vent fans			
19	Humidifier			
20	Air purifier			
21	Fireplace			
22	Fireplace insert			
23	Fireplace starter			
24	Heating Stove			
25	Fuel tanks			
26				

<b>G.</b>	<b>WATER – General Information:</b> Do you know of the following on the Property: If yes, provide the requested information in Comments	<b>Yes</b>	<b>Age, if known</b>	<b>Comments</b>
1	Water heater			
	a. Number of Water Heaters			
	b. Fuel Type			
	c. Capacity			
2	Water filter system			<input type="checkbox"/> Owned <input type="checkbox"/> Leased. If leased, provide the name and contact information of entity leased from:
3	Water softener			<input type="checkbox"/> Owned <input type="checkbox"/> Leased. If leased, provide the name and contact information of entity leased from:
4	Indicate location of master water shutoff in Comments			
5	Type of well			
	a. Exempt well (outside designated groundwater basin)			<input type="checkbox"/> Household use only inside a single-family dwelling (typically less than 35 acres; no outdoor uses) Permit no: _____

				<input type="checkbox"/> Domestic use (typically 35+ acres; indoor household use in up to 3 dwellings on the parcel, outdoor watering of personal livestock, irrigation of up to 1 acre) Permit no: _____ <input type="checkbox"/> Livestock (on farm/range/pasture) Permit no: _____ <input type="checkbox"/> Other (please explain): _____ Permit no: _____
	b. Small capacity well (inside designated groundwater basin)			<input type="checkbox"/> Domestic use (indoor household use in up to 3 dwellings on the parcel; watering of personal livestock, limited irrigation area, no more than 1 acre-foot per year) Permit no: _____ <input type="checkbox"/> Other (please explain): _____ Permit no: _____
	c. Non-exempt well (outside designated groundwater basin) (irrigation or other uses)			<input type="checkbox"/> Augmented well (irrigation/livestock/other) Well use: _____ Permit no: _____ Name of augmentation plan _____ <input type="checkbox"/> Non-augmented well (irrigation/livestock) Well use: _____ Permit no: _____
	d. Non-exempt well (inside designated groundwater basin)			<input type="checkbox"/> Non-tributary/not subject to replacement plan Well use: _____ Permit no: _____ Determination case no: _____ <input type="checkbox"/> Not-non-tributary/subject to existing replacement plan Well use: _____ Permit no: _____ Determination case no: _____ <input type="checkbox"/> Not-non-tributary/requires replacement plan (with no existing replacement plan) Well use: _____ Permit no: _____ Determination case no: _____ <input type="checkbox"/> Large capacity Well use: _____ Permit no: _____ Determination case no: _____ Replacement plan required: yes ___ no ___ If yes, is a replacement plan in place? Yes ___ No ___
6	Well metered			
7	Well Pump			
	a. Brand name and pump number			
	b. Date installed			
	c. Date of last inspection			
	d. Date of last service			
	e. Depth			
	f. GPM and date last measured			
8	Galvanized pipe			
9	Polybutylene pipe			
10	Cistern water storage			
	a. Number of gallons			

11	Supplemental water purchased in past 2 years? If yes, identify where supplemental water was purchased from in Comments			
	a. Name and contact information of entity from which supplemental water was purchased			
12				
	<b>WATER</b> If you know of any problems <b>NOW EXISTING</b> with the following, check the "Yes" column:	<b>Yes</b>	<b>Age, if Known</b>	<b>Comments</b>
13	Water heater(s)			
14	Water filter system			
15	Water softener			
16	Water system pump			
17	Sauna			
18	Hot tub or spa			
19	Steam room/shower			
20	Underground sprinkler system			
21	Fire sprinkler system			
22	Backflow prevention device			
23	Irrigation pump			
24				
	<b>WATER</b> If you know of any problems <b>EVER EXISTING</b> with the following, check the "Yes" column:	<b>Yes</b>	<b>Age, if known</b>	<b>Comments</b>
25	Leaks, backups, or similar problems with any portion of the water or plumbing systems (including lines and water pressure) or damage therefrom			
26	Well			
27	Pool			
28	Irrigation system			
29	Water has been tested for potability: <input type="checkbox"/> Yes <input type="checkbox"/> No a. Indicate result of test and provide the most recent records and reports pertaining to such testing			
30				

<b>H.</b>	<b>SOURCE OF WATER &amp; WATER SUPPLY – Other Information:</b> Provide the following information regarding the Additional Structure:	<b>Yes</b>	<b>Comments</b>
1	Source of Water the same as specified in SPD: NOTE: If the Source of Water is different, Seller should supply a completed Source of Water Addendum for this Additional Structure.		
2			

<b>I.</b>	<b>SEWER/SEPTIC – General Information:</b> Do you know of the following on the Property: If yes, provide the requested information in Comments	<b>Yes</b>	<b>Comments</b>
1	Public sanitary sewer service		

	a. Name and contact information of public sewer service provider		
	b. Date the sewer line was last scoped		
2	Community sanitary sewer service		
	a. Name and contact information of community sewer service provider		
	b. Date the sewer line was last scoped		
3	Septic System		If the Additional Structure is served by an on-site septic system, provide buyer with a copy of the permit
	a. Type		<input type="checkbox"/> Tank <input type="checkbox"/> Leach <input type="checkbox"/> Lagoon
	b. Date of issuance of the latest Individual Use Permit		
	c. Date of the latest inspection		
	d. Date of the latest pumping		
	e. System is under a maintenance agreement (pumped/inspected on a regular basis).		<input type="checkbox"/> Maintenance agreement is mandated. Name and contact information of entity that mandates the maintenance agreement:  <input type="checkbox"/> Maintenance agreement is not Mandated
4	Other sanitary sewer service		
5	Gray water storage/use		
6			
	<b>SEWER/SEPTIC</b> If you know of any problems <b>EVER EXISTING</b> with the following, check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
7	Leaks, backups, or other similar problems with any portion of the sewage systems (including sewer lines) or damage therefrom		
8	Lift station (sewage ejector pump)		
9			

<b>J.</b>	<b>OTHER DISCLOSURES – IMPROVEMENTS</b> If you know of any problems <b>NOW EXISTING</b> with the following, check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Included fixtures and equipment		
2	Stains on carpet		
3	Floors		
4			

<b>II. GENERAL</b>
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<b>K.</b>	<b>USE, ZONING &amp; LEGAL ISSUES</b> If you know of any of the following <b>EVER EXISTING</b> , check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Building code, city, or county violations		
2	Any building or improvements constructed within the past one year before this Date without approval by the owners' association or its designated approving body		
3	Any additions or alterations made with a Building Permit		
4	Any additions or non-aesthetic alterations made without a Building Permit		

5	Notice of ADA complaint or report		
6			

L.	<b>RADON</b> If you know of any of the following <b>EVER EXISTING</b> , check the "Yes" column:	Yes	Comments
1	Radon test(s) conducted on the Property. Provide copies of the most recent records and reports pertaining to radon concentrations within the Property.		
2	Radon concentrations detected or mitigation or remediation performed. Provide a full description.		
3	Radon mitigation system installed on Property. Provide all information known by Seller about the radon mitigation system.		
4			

M.	<b>GENERAL DISCLOSURES</b> If you know of any of the following <b>EVER EXISTING</b> , check the "Yes" column:	Yes	Comments
1	Written reports of any building, site, roofing, soils, water, sewer, mold, or engineering investigations or studies of the Property. Provide copies of all such reports in possession of Seller		
2	Structural, architectural, and engineering plans and/or specifications for any existing improvements. Provide copies of all such reports in possession of Seller.		
3	Property was previously used as a methamphetamine laboratory and not remediated to state standards		
4	Odor		
5	Smoking inside improvements (including garages, unfinished space, or detached buildings) on Property		
6	Any litigation alleging negligent construction or defective building products		
7	Any award or payment of money in lieu of repairs for defective building products or poor construction		
8	Any release signed regarding defective products or poor construction that would limit a future owner from making a claim		
9			

**OTHER KNOWN ADVERSE MATERIAL FACTS:** For purposes of this section, adverse material facts would include any non-observable or observable physical conditions of the Additional Structure. Describe any other known adverse material facts in or on the Additional Structure (attach additional pages as necessary):  
See Addendum.

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This SPD Supplement appends the Seller's SPD and both the Advisory to Seller and Advisory to Buyer contained in the Seller's SPD further applies to this SPD Supplement.

The information contained in this SPD Supplement has been furnished by Seller(s), who certify it was answered truthfully, based on Seller's CURRENT ACTUAL KNOWLEDGE.

  
Eric Daale (Apr 10, 2026 16:35:24 MDT)

4/10/26

Eric Daale, for Heritage Land Holdings, LLC Date

Seller Date

Buyer(s) acknowledge receipt of this SPD Supplement. Buyer(s) signature does not constitute approval of any disclosed condition as represented herein by seller.

Buyer Date

Buyer Date

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**SPD19L Seller's Property Disclosure (Land)**  
**Adoption Date: August 5, 2025**  
**Mandatory Use Date: January 1, 2026**

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## **SELLER'S PROPERTY DISCLOSURE (LAND)**

**THIS SELLER'S PROPERTY DISCLOSURE SHOULD BE COMPLETED BY SELLER, NOT BY BROKER.**

Seller states that the information contained in this Seller's Property Disclosure ("SPD") is correct to Seller's **CURRENT ACTUAL KNOWLEDGE** as of the date signed by Seller. If the sales contract requires Seller to complete this SPD, this form must be fully completed to Seller's current actual knowledge, as of the date of the contract. **Any changes to the disclosures herein must be disclosed by Seller to Buyer promptly after discovery. In the event Seller discovers a new adverse material fact after completing this SPD, Seller must disclose in writing any such new adverse material fact to Buyer. Seller's failure to disclose a known adverse material fact affecting the Property or occupant may result in legal liability.** If Seller has knowledge of an adverse material fact affecting the Property or occupants, it must be disclosed whether there is a specific item on this SPD or not. If the Property is part of a Common Interest Community, this SPD is limited to the Property or unit itself, except as stated in Section F.

Broker is authorized to deliver a copy of this SPD to prospective buyers.

Seller and Buyer understand that this SPD is not a warranty or guarantee of any kind by the Seller or by any Broker or Agent representing the Seller. Property inspection services may be purchased and are advisable. This SPD is **not** intended as a substitute for an inspection of the Property. **Buyers are encouraged to obtain their own professional inspection(s).**

**SELLER:** Your answers are NOT limited to only the space provided in this SPD. Attach additional pages, reports, receipts, or any other documents you believe necessary for the information you provide to be complete.

Date SPD completed by Seller: April 10, 2026

Property: See Addendum

Seller: \_\_\_\_\_

Year Seller Acquired Property: 2014

**Note:** The Contract to Buy and Sell Real Estate, not this SPD, determines whether an item is included or excluded in the sale. If there is an inconsistency between this SPD and the Contract, the Contract controls.

### **I. FLOODING, DRAINAGE, RETENTION PONDS AND WATER SUPPLY**

A.	FLOODING AND DRAINAGE If you know of any problems <b>EVER EXISTING</b> with the following on the Property, check the "Yes" column:	Yes	Comments
1	Flooding		
2	Drainage issues		
3	Grading issues		
4			
	<b>DRAINAGE AND RETENTION PONDS – Other Information</b> Do you know of the following on the Property:		

5	Drainage or retention ponds, dams, storm water detention basins, or other similar facilities		
6			

<b>B.</b>	<b>WATER SUPPLY</b> Provide the following information regarding the Property:		
1	Type of water supply: <input type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Shared Well <input checked="" type="checkbox"/> Other <input type="checkbox"/> None If the Property is served by a Well, a copy of the Well Permit <input type="checkbox"/> Is <input type="checkbox"/> Is Not provided. Well Permit #: _____ Drilling Records <input type="checkbox"/> Are <input type="checkbox"/> Are not provided. Shared Well Agreement <input type="checkbox"/> Yes <input type="checkbox"/> No.		

<b>II. GENERAL</b>
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<b>C.</b>	<b>USE, ZONING &amp; LEGAL ISSUES</b> If you know of any of the following <b>EVER EXISTING</b> , check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Zoning violation, variance, conditional use, violation of an enforceable PUD, or non-conforming use		
2	Notice or threat of condemnation proceedings		
3	Notice of any adverse conditions from any governmental or quasi-governmental agency that have not been resolved		
4	Notice of zoning action related to the Property		
5	Building code, city or county violations		
6	Violation of restrictive covenants or owners' association rules or regulations		
7	Other legal action		
8	Any part of the Property leased to others (written or oral)		
9	Archeological or historical designation on the Property		
10	Threatened or Endangered species on the Property		
11	Grandfathered conditions or uses		
12			

<b>D.</b>	<b>ACCESS &amp; PARKING</b> If you know of any of the following <b>EVER EXISTING</b> , check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Any access problems, issues or concerns		
2	Roads, trails, paths, or driveways through the Property used by others		
3	Public highway or county road bordering the Property		
4	Any proposed or existing transportation project that affects or is expected to affect the Property		
5	Encroachments, boundary disputes, or unrecorded easements		
6	Shared or common areas with adjoining properties		
7	Requirements for curb, gravel/paving, landscaping		
8	Any limitations on parking or access due to size, number of vehicles, or type of vehicles in the past year		
9			
10			

E.	<b>ENVIRONMENTAL CONDITIONS</b> If you know of any of the following <b>EVER EXISTING</b> on any part of the Property, check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Hazardous materials on the Property, such as radioactive, toxic, or biohazardous materials, asbestos, pesticides, herbicides, wastewater sludge, radon, methane, mill tailings, solvents, or petroleum products		
2	Underground storage tanks		
3	Aboveground storage tanks		
4	Underground transmission lines		
5	Property used as, situated on, or adjoining a dump, landfill or municipal solid waste landfill		
6	Monitoring wells or test equipment		
7	Sliding, settling, upheaval, movement or instability of earth, or expansive soils on the Property		
8	Mine shafts, tunnels, or abandoned wells on the Property		
9	Within a governmentally designated geological hazard or sensitive area		
10	Within a governmentally designated floodplain or wetland area		
11	Dead, diseased, or infested trees or shrubs		
12	Environmental assessments, studies, or reports done involving the physical condition of the Property		
13	Used for any mining, graveling, or other natural resource extraction operations such as oil and gas wells		
14	Other environmental problems, issues or concerns		
15	Odors		
16			

F.	<b>COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY</b> If you know of any of the following <b>NOW EXISTING</b> , check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Property is part of an owners' association		
2	Special assessments or increases in regular assessments approved by owners' association but not yet implemented		
3	Problems or defects in the Common Elements or Limited Common Elements of the Association Property		
	<b>COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY</b> If you know of any of the following <b>EVER EXISTING</b> , check the "Yes" column:		
4	Has the Association made demand or commenced a lawsuit against a builder or contractor alleging defective construction of improvements of the Association Property (common area or property owned or controlled by the Association but outside the Seller's Property or unit)		
5			
	<b>COMMON INTEREST COMMUNITY – ASSOCIATION PROPERTY – Other Information:</b> Name of the Owners' Associations governing the Property:		<b>Contact Information</b>
6	Owners' Association #1: _____		

7	Owners' Association #2: _____		
8	Owners' Association #3: _____		
9	Owners' Association #4: _____		

<b>G.</b>	<b>GENERAL DISCLOSURES</b> If you know of any of the following <b>EVER EXISTING</b> , check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Written reports of any building, site, roofing, soils, water, sewer, mold, or engineering investigations or studies of the Property. Provide copies of all such reports in possession of Seller.		
2	Any property insurance claim submitted (whether paid or not)		
3	Government special improvements approved, but not yet installed, that may become a lien against the Property. Provide copies of all such reports in possession of Seller.		
4	Pending: (1) litigation or (2) other dispute resolution proceeding regarding the Property		
5	Signs: Government or private restriction problems		
6	Property is subject to Deed Restrictions, other recorded document restrictions, or Affordable Housing Restrictions		
7			
	<b>GENERAL – Other Information:</b>		
8			

<b>III. LAND – AGRICULTURAL</b>
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<b>H.</b>	<b>CROPS, LIVESTOCK &amp; LEASES</b> If you know of any of the following conditions <b>NOW EXISTING</b> , check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Crops being grown on the Property		
2	Seller owns all crops		
3	Livestock on the Property		
4	Any land leased from others: <input type="checkbox"/> State <input type="checkbox"/> BLM <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> Other _____ <u>If yes, provide name and contact information of lessor in Comments</u>		
5	Any land leased to others: <input type="checkbox"/> State <input type="checkbox"/> BLM <input type="checkbox"/> Federal <input type="checkbox"/> Private <input type="checkbox"/> Other _____ <u>If yes, provide name and contact information of lessee in Comments</u>		
6			


<b>I.</b>	<b>NOXIOUS WEEDS</b> If you know of any of the following conditions <b>EVER EXISTING</b> , check the "Yes" column:	<b>Yes</b>	<b>Comments</b>
1	Have any noxious weeds on the Property been identified?		

2	Have there been any weed enforcement actions on the Property?		
3	Has a noxious weed management plan for the Property been entered into?		
4	Have noxious weed management actions been implemented?		
5	Have herbicides been applied?		
6			

The Colorado Noxious Weed Management Act (C.R.S. §§ 35-5.5-101-119) enables county and city governments to implement noxious weeds management programs to reclaim infested acres and protect weed-free land. For a directory of county weed supervisors, call 303-239-4173 or visit [www.colorado.gov/ag/weeds](http://www.colorado.gov/ag/weeds).

J.	OTHER DISCLOSURES – LAND – CONSERVATION If you know of any of the following conditions NOW EXISTING, check the “Yes” column:	Yes	Comments
1	Any part of the Property enrolled in any governmental programs such as Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), etc.		
2	Conservation easement		
3	SEE ADDENDUM		
4			

The information contained in this SPD has been furnished by Seller, who certifies it was answered truthfully, based on Seller’s CURRENT ACTUAL KNOWLEDGE.

  
Eric Daale (Apr 10, 2026 18:35:24 MDT)

4/10/26

Eric Daale, for Heritage Land Holdings, LLC Date

Seller

Date

**ADVISORY TO BUYER:**

1. Even though Seller has answered the above questions to Seller’s current actual knowledge, Buyer should thoroughly inspect the Property and obtain expert assistance to accurately and fully evaluate the Property to confirm the status of the following matters are satisfactory to Buyer:

- a. the physical condition of the Property;
- b. the presence of mold or other biological hazards;
- c. the presence of rodents, insects, and vermin including termites;
- d. the legal use of the Property, including zoning and legal access to the Property;
- e. the availability and source of water, sewer, and utilities;
- f. the environmental and geological condition of the Property;
- g. the presence of noxious weeds; and
- h. any other matters that may affect Buyer’s use and ownership of the Property that are important to Buyer as Buyer decides whether to purchase the Property.

2. Seller states that the information is correct to “Seller’s current actual knowledge” as of the date of this form. The term “current actual knowledge” is intended to limit Seller’s disclosure only to facts actually known by the Seller and does not include “constructive knowledge” or “common knowledge” or what Seller “should have known” about the Property. The Seller has no duty to investigate or inspect the Property or inclusions when this SPD is filled in and signed.

3. Valuable information may be obtained from various local/state/federal agencies, and other experts may assist Buyer by performing more specific evaluations and inspections of the Property.

4. Boundaries, location and ownership of fences, driveways, hedges, and similar features of the Property may become the subjects of a dispute between a property owner and a neighbor. A survey may be used to determine the likelihood of such problems.

5. Seller does not warrant that the Property or inclusions are fit for Buyer's intended purposes or use of the Property. Disclosure of the condition of an item is not to be construed as a warranty of its continued operability or as a representation or warranty that such item is fit for Buyer's intended purposes.

**BUYER(S) ACKNOWLEDGE RECEIPT OF THIS SPD. BUYER(S) SIGNATURE DOES NOT CONSTITUTE APPROVAL OF ANY DISCLOSED CONDITION AS REPRESENTED HEREIN BY SELLER.**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**ADDENDUM TO SELLER’S PROPERTY DISCLOSURES**

***Disclosure Regarding Improvements – Limited Seller Knowledge***

*Pertaining to: Seller’s Property Disclosure (Land) (SPD19L); Seller’s Property Disclosure Supplement (SPDS19; Lead-Based Paint Obligations (LP47-6-21); Lead-Based Paint Disclosure – Sales (LP45-6-21)*

**I. PURPOSE AND SCOPE**

This Addendum supplements the Seller’s Property Disclosure (Land) (Form SPD19L), Seller’s Property Disclosure Supplement (Form SPDS19), the Lead-Based Paint Obligations of Seller (Form LP47-6-21), and the Lead-Based Paint Disclosure – Sales (Form LP45-6-21) (collectively, the “**Disclosure Documents**”) and is incorporated into and made a part of each such Disclosure Document as though fully set forth therein. In the event of any conflict between this Addendum and the Disclosure Documents, this Addendum shall control with respect to the matters addressed herein.

This Addendum applies to each of the six (6) auction tracts comprising the Property being offered for sale by Heritage Land Holdings, LLC (“**Seller**”). The tracts, their legal descriptions, and associated improvements are identified in the tables set forth in Section II below.

**II. PROPERTY IDENTIFICATION – TRACTS AND IMPROVEMENTS**

The following tracts constitute the Property to which this Addendum applies. Each tract is identified by its auction designation, county, legal description, and approximate acreage:

***Table A – Auction Tracts by Legal Description***

Tract	County	Legal Description	Total Acres
Tract 1	Rio Grande	SW4 of Sec 2 - T40N - R7E	160+/- acres
Tract 2	Rio Grande	PT NE4 of Sec 26 - T40N - R6E	126.5+/- acres
Tract 3	Rio Grande	SW4 of Sec 22 - T40N - R7E	159+/- acres
Tract 4	Rio Grande	PT SW4 of Sec 23 - T40N - R7E	156.71+/- acres
Tract 5	Rio Grande	SW4 of Sec 24 - T40N - R7E	160+/- acres
Tract 6	Rio Grande	PT S2 of Sec 35 - T40N - R7E	319.59+/- acres

The improvements located on the Property, and the specific tracts and legal descriptions upon which such improvements are situated, are identified in the table below. Tract 5 has no improvements beyond irrigation equipment and is therefore not listed in **Table B**.

***Table B – Improvements by Tract and Legal Description***

Tract	Legal Description	Improvement	Year	Size / Capacity
Tract 1	SW4 of Sec 2 - T40N - R7E	Pole Barn	2017	180’ x 50’ / 9,000 sq ft
Tract 2	PT NE4 of Sec 26 - T40N - R6E	Residential Home	1958	2 Bed / 1 Bath / 1,288 sq ft

Tract	Legal Description	Improvement	Year	Size / Capacity
Tract 2	PT NE4 of Sec 26 - T40N - R6E	Residential Home	1944	2 Bed / 1 Bath / 708 sq ft
Tract 2	PT NE4 of Sec 26 - T40N - R6E	Out Buildings	1950	Multiple / 1,350 sq ft
Tract 3	SW4 of Sec 22 - T40N - R7E	Pole Barn (SW)	2017	90' x 50' / 4,500 sq ft
Tract 3	SW4 of Sec 22 - T40N - R7E	Pole Barn (SE)	2017	90' x 50' / 4,500 sq ft
Tract 4	PT SW4 of Sec 23 - T40N - R7E	Pole Barn	2017	180' x 50' / 9,000 sq ft
Tract 6	PT S2 of Sec 35 - T40N - R7E	Farmhouse	1962	3 Bed / 2 Bath / 3,125 sq ft
Tract 6	PT S2 of Sec 35 - T40N - R7E	Quonset-Shop	1976	50' x 100' / 4,000 sq ft
Tract 6	PT S2 of Sec 35 - T40N - R7E	Barns / Outbuildings	—	Multiple
Tract 6	PT S2 of Sec 35 - T40N - R7E	Garage	1976	660 sq ft

### III. SELLER'S LIMITED KNOWLEDGE OF IMPROVEMENTS

Seller hereby discloses that Seller has limited to no direct personal knowledge of the structural, mechanical, or system-level condition of the improvements located on the Property, including but not limited to the residential dwellings, agricultural structures, barns, outbuildings, pole barns, and associated improvements identified in **Table B** above (collectively, the “Improvements”).

Seller's knowledge of the Improvements is limited to general familiarity with their existence and observable condition from periodic visits to the Property. Seller has not commissioned or received any structural, mechanical, or systems inspection reports with respect to the Improvements, and no such reports are available to Seller.

### IV. RESIDENTIAL DWELLINGS – TENANT AND EMPLOYEE OCCUPANCY

The residential dwellings located on the Property – specifically the two residential homes on Tract 2 (PT NE4 of Sec 26 - T40N - R6E) and the Farmhouse on Tract 6 (PT S2 of Sec 35 - T40N - R7E) – have been intermittently occupied by farm tenants, agricultural employees, and contractors engaged in operations at the Property. Seller has not continuously occupied or maintained direct oversight of these residential structures. As a result, Seller's knowledge of the interior condition, functionality of systems and appliances, and any alterations or modifications made during periods of tenant or employee occupancy is limited.

To the best of Seller's current actual knowledge, the residential dwellings and other Improvements are functioning for their generally intended purposes. However, Seller makes no representation or warranty, express or implied, as to the structural integrity, mechanical condition, habitability, compliance with applicable building codes, or fitness for any particular purpose of any Improvement on any tract of the Property.

**V. AS-IS, WHERE-IS CONVEYANCE**

THE IMPROVEMENTS ON EACH TRACT OF THE PROPERTY, INCLUDING ALL RESIDENTIAL DWELLINGS, AGRICULTURAL STRUCTURES, OUTBUILDINGS, AND ASSOCIATED FIXTURES IDENTIFIED IN TABLE B ABOVE, ARE OFFERED AND SHALL BE CONVEYED IN THEIR PRESENT CONDITION, ON AN “AS-IS, WHERE-IS” BASIS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND BY SELLER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, OR COMPLIANCE WITH ANY APPLICABLE LAW OR REGULATION.

Buyer acknowledges and agrees that: (a) Buyer has had, or has been afforded the opportunity to have, a full and independent inspection of the Property and Improvements by qualified professionals of Buyer’s choosing; (b) Buyer is relying solely upon Buyer’s own inspection, investigation, and evaluation of the Property and Improvements; and (c) Seller shall have no liability or obligation to Buyer with respect to the condition of any Improvement following the closing of the transaction.

**VI. ENCOURAGEMENT TO INSPECT**

Buyer is strongly encouraged to conduct a thorough independent inspection of all Improvements on each tract prior to the expiration of any applicable inspection or due diligence period under the Contract to Buy and Sell Real Estate. Such inspection should include, without limitation, a structural inspection, roof inspection, mechanical systems review (including HVAC, plumbing, and electrical), lead-based paint risk assessment (where applicable under federal law), and any other evaluation Buyer deems appropriate given the age and use history of the Improvements.

**VII. LEAD-BASED PAINT – SUPPLEMENTAL DISCLOSURE**

Consistent with the foregoing, Seller has no specific knowledge of the presence or absence of lead-based paint or lead-based paint hazards in or on the residential dwellings located on the Property. Given the age of the residential structures identified in *Table B* above (constructed in 1944, 1958, and 1962, respectively), federal law requires Seller to notify Buyer that such dwellings may present exposure to lead from lead-based paint. No records or inspection reports pertaining to lead-based paint are available to Seller. Buyer is advised to exercise the right to conduct a lead-based paint risk assessment or inspection as provided under applicable federal law and as further described in the Lead-Based Paint Disclosure – Sales (Form LP45-6-21).

**BY SIGNING BELOW, SELLER AND BUYER ACKNOWLEDGE RECEIPT AND REVIEW OF THIS ADDENDUM AND AGREE THAT IT IS INCORPORATED INTO AND MADE A PART OF THE DISCLOSURE DOCUMENTS AND THE CONTRACT TO BUY AND SELL REAL ESTATE.**

**SELLER:** **Heritage Land Holdings, LLC**



By: Eric Daale (Apr 10, 2026 16:35:24 MDT)

Name: Eric Daale

Title: Manager

**ACKNOWLEDGED BY:**

**Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Real Estate Licensee (Listing):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Real Estate Licensee (Selling):** \_\_\_\_\_ **Date:** \_\_\_\_\_







# Combined Daale Disclosure Packet (4-10-26)

Final Audit Report

2026-04-10

Created:	2026-04-10
By:	John Hegarty (hegarty@crishamholman.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJHbfXbVw-GQOWQpOpqAPEC4WlcM32DsK

## "Combined Daale Disclosure Packet (4-10-26)" History

-  Document created by John Hegarty (hegarty@crishamholman.com)  
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-  Document emailed to rockistand7@gmail.com for signature  
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-  Email viewed by rockistand7@gmail.com  
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-  Signer rockistand7@gmail.com entered name at signing as Eric Daale  
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-  Document e-signed by Eric Daale (rockistand7@gmail.com)  
Signature Date: 2026-04-10 - 10:35:24 PM GMT - Time Source: server
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