

By signing below, either by their own hand or through an agent, the bidder hereby acknowledges the following:

1. Bids must be accompanied by Proof of Funds Available, ideally a Proof of Funds Letter or a Pre-Approval Letter.
2. Deleted.
3. The County will require a deposit of 2% of the winning bid(s) to be paid to the County Treasurer within 3 business days of award and before execution of a contract to buy/sell.
4. The purchaser must pay for all costs of any bid and publication procedure, appraisal, title search, surveys, report or commitment, escrow, recordation, postage and all other such transactional costs incurred by purchaser.
5. The County will only sell the real property by special warranty deed, and will convey any and all water, water rights, mineral, mineral rights, oil, gas or leases that may be associated with the land.
6. The Property sells with existing easements as of the date hereof, which could include: sewer, access, open space, gas, water, electricity, pipelines, ditches, canals, laterals, broadband fiber, telephone cable and for similar lines and appurtenances. No easement may be removed except by the vacation process set forth in the County Land Use Regulations and State Law.
7. The County shall reserve easements for or retain title to any road right-of-way, drainage area, or other public utility right of way existing on the property as of the date hereof as recorded in the Huerfano County Records.
8. Deleted.
9. In no event shall the county sell real property so as to deprive any parcel abutting the property of preexisting access connecting the abutting land with a public road, street or other public way.
10. The required terms, conditions or statutory requirements arising out of recorded matters of title as of the date hereof affecting the property shall be observed.
11. No warranties, express or implied, of any kind whatsoever shall be made as to the fitness for intended use, habitability or any other assurance, except as set forth in the contract to buy/sell and special warranty deed related to the property.
12. The legal description provided in the Invitation to Bid is preliminary and subject to confirmation before closing.
13. Any and all leases on the Property will be terminated before closing.

The undersigned hereby affirms that they have the authority to act on behalf of the bidder.

Signature:  _____

Printed Name: Josh Stapp, member _____

Date: November 18, 2023 _____

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Printed Name: Josh Stapp, member _____

Date: November 18, 2023 _____



Dedicated to Land and Landowners Since 1946

October 25, 2023

Macho Bravo, LLC

Re: Pre-Approval Letter

Dear Mr. and Mrs. Stapp,

Per your request we are providing this letter to you with our approval for a loan amount of up to \$2,000,000.00. As we have spoken about over the phone all approvals are subject to and contingent upon Hall & Hall Mortgage Corp. obtaining an acceptable appraisal report indicating a value to meet our credit requirements. Other contingencies include but are not limited to verifying your overall financial condition has not changed since the date the information was provided, acceptable title commitment, and environmental evaluation.

Once a contract has been obtained on the property to be utilized as security and other financial verification is obtained, we will be able to provide you with a formal Loan Commitment, and upon receiving the necessary appraisal report we would be able to remove these contingencies.

We appreciate the opportunity and look forward to working with you on the financing of this farm and ranch real estate property. Please note this preapproval is good for a period of thirty days from the date of this letter. At the time of expiration additional information may be required for credit approval. Should you have any questions please feel free to contact our office.

Sincerely,

Hall and Hall Mortgage Corporation

Alex M. Leamon
Credit Officer