

## PURCHASE AND SALE CONTRACT

This Is A Legally Binding Contract. If Not Understood, Legal, Tax Or Other Counsel Should Be Consulted Before Signing.

Purchaser's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Matthew Eliaser	939 W. Huron St., #310, Chicago, IL 60642	
Augusta Eliaser		

Seller's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Andrew W. MacLean	531 Twin Peaks Rd., Waterbury Center VT 05677	
Chris L. MacLean		

- Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between:  
Andrew W. MacLean and Chris L. MacLean (Seller) and  
Augusta Eliaser and Matthew Eliaser (Purchaser).  
Purchaser agrees to purchase and Seller agrees to sell the Property described herein at the price and on the terms and conditions stated in this Contract.
- Total Purchase Price:** six hundred fifty thousand U.S. Dollars (\$650,000.00)
- Contract Deposit:** \$ 10,000.00 (U.S. Dollars) as evidenced by ☒ **Personal check** ☐ **Bank check** ☐ **Cash** ☐ **Wire transfer**  
**Additional Contract Deposit of \$** n/a (U.S. Dollars) **is due within** \_\_\_\_\_ **calendar days after the Contract Date set forth in Section 30.** Unless otherwise agreed in writing, the pendency of any contingencies or special conditions in this Contract does not suspend or postpone Purchaser's obligation to make any required additional Contract Deposit. All Contract Deposits shall be held by:  
Pall Spera Co. Trust Account ("Escrow Agent"). If no binding Contract is created by the Contract Date or if Purchaser withdraws any pending offer prior to Seller's acceptance of that offer and notification thereof, all Contract Deposits shall be promptly returned to Purchaser.
- Description of Real Property:** For purposes of this Contract, the Property is described as follows:  
**A.** Property Address: 531 Twin Peaks Rd. Waterbury Center; and/or  
Street City/Town  
**B.** Seller's Deed recorded in Volume 123 at Page(s) 227 of the Waterbury Land Records; and/or  
**C.** Parcel ID Number: 514-0531; and/or  
**D.** SPAN Number: 696-221-11153  
**E.** The Property is further described as:  
3BR/3BA Single Family Home w/ attached 2-car garage on 3.29-acre lot (MLS# 4912129)  
**NOTE:** Not every Property Description choice is required in order to form this Contract. The validity and enforceability of this Contract is not affected by the omission of one or more of the above choices, provided at least one choice is filled in. The deed delivered by Seller at Closing will govern the legal description of the real property to be conveyed under this Contract.
- Closing:** Closing and transfer of title shall occur on 08/17/2022 at a mutually agreed time and place. Closing may occur earlier if Seller and Purchaser agree in writing. **Neither party shall be obligated to extend the date set for Closing.**

Seller's Initials

AWM

AE

Purchaser's Initials

AE

ME

6. **Financing Contingency:** Purchaser's obligation to close under this Contract ☒ is ☐ is not subject to a financing contingency that Purchaser obtain mortgage financing in the amount of 80 % of the purchase price for a term of 30 years at an interest rate not higher than Prevail % fixed for the term of the loan or n/a % variable on the date of closing with not more than 0 points to be paid at Closing. Purchaser agrees to act diligently to obtain such financing and shall, **within 5 calendar days after this Contract is executed by Seller and Purchaser and notice thereof is provided to Purchaser in the manner required by Section 29**, submit a complete and accurate application for first mortgage financing to at least one mortgage lender or mortgage broker currently providing or placing such loans requesting first mortgage financing **in the amount and on the terms set forth above**. If Purchaser fails to timely submit such an application, this financing contingency is **waived** by Purchaser. **If, despite best efforts, Purchaser is denied financing by, or is unable to obtain financing approval from, the mortgage lender upon the terms set forth above, on or before 07/14/2022**, Purchaser (but not Seller) shall have the right to **TERMINATE** this Contract, provided Purchaser gives Seller written notification thereof, together with a copy of the lender's denial letter or letter from the lender explaining the reasons for Purchaser's inability to obtain such financing, within four (4) calendar days after the above date in the manner required by Section 29. If Purchaser fails to do so, Purchaser's right to terminate this Contract on account of the Financing Contingency is waived.

Purchaser understands that strict adherence to all timelines and other requirements of any Lender, including Purchaser's "Notice of Intent to Proceed with Loan" is critical to satisfy this Financing Contingency. Any failure to do so may adversely affect Purchaser's rights and obligations under this Contract.

In the event Purchaser terminates this Contract in accordance with the provisions of this Section, all Contract Deposits shall be forthwith returned to Purchaser, the Contract shall be terminated and shall be of no further force and effect. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits to Purchaser. If Purchaser's obligation to close IS subject to a financing contingency, Purchaser provides the following information:

A. Purchaser ☒ has ☐ has not consulted with a mortgage lender or mortgage broker about mortgage financing as of the date of Purchaser's offer.  
B. Purchaser has obtained a mortgage lender's pre-approval or pre-qualification letter. ☒ Yes ☐ No.  
If Purchaser's obligation to close IS NOT subject to a financing contingency, Purchaser represents to Seller that Purchaser has sufficient cash or liquid assets to close on the purchase of the Property.

7. **Lead-Based Paint:** Based upon representations made by Seller and Purchaser's own investigation and information, it is agreed that the Property ☐ is ☒ is not pre-1978 residential real estate and therefore ☐ is ☒ is not subject to Federal (EPA/HUD), State and, if applicable, Municipal Lead-Based Paint Regulations. If the Property is pre-1978 residential real estate, the parties must execute a Lead-Based Paint Addendum with required disclosures, which shall become part of this Contract. Lead-Based Paint Addendum And Disclosures attached. ☐ Yes ☒ No.

8. **Property Inspection Contingency:** Purchaser's obligation to close under this Contract ☐ is ☒ is not subject to a property inspection contingency. If this Contract is subject to a property inspection contingency, the parties must execute a **Property Inspection Contingency Addendum** which shall become part of this Contract.

9. **Addendum/Supplemental Conditions to Contract:** Additional terms to Contract are set forth in the Addendum (or Addenda) or Supplemental Conditions signed by Seller and Purchaser. ☒ Yes ☐ No.

10. **Special Conditions:**

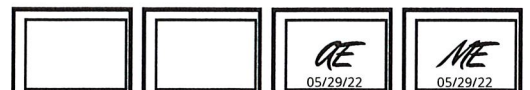
SEE ADDENDUM A

11. **Condominium/Common Interest Community:** If the Property is a condominium unit, part of a common interest community, planned community, planned unit development (PUD) or other property subject to the Vermont Common Interest Ownership Act, a Common Interest Ownership Addendum is required. Common Interest Ownership Addendum attached. ☐ Yes ☒ No.

Seller's Initials



Purchaser's Initials





12. **State and Local Permits:** The parties acknowledge that certain state and local permits may govern the use of the Property. To the best of Seller's knowledge, the Property is in compliance with any existing permits. Further, Seller has not received notice of violation(s) of any State or Local permit that has not been cured or resolved, unless otherwise disclosed in writing.
13. **Limitation of Liability:** Seller and Purchaser agree that the real estate broker(s) identified in Section 31 have provided both Seller and Purchaser with benefits, services, assistance and value in bringing about this Contract. In consideration thereof, and in recognition of the relative risks, rewards, compensation and benefits arising from this transaction to the real estate broker(s), Seller and Purchaser each agree that no broker, or any of its agents, associates or affiliates, shall, in any event, be liable to either Purchaser, Seller or both, either individually or jointly and severally, in an aggregate amount in excess of the compensation paid to such broker on account of this transaction or \$5,000, whichever is greater, by reason of any act or omission, including negligence, misrepresentation, error or omission, or breach of any undertaking whatsoever, except for an intentional or willful act. This limitation shall apply regardless of the cause of action or legal theory asserted against the real estate broker(s) unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature whatsoever from any cause or causes, except intentional or willful acts, so that the total aggregate liability of any real estate broker identified in Section 31 hereof shall not exceed the amount set forth herein. Seller and Purchaser each agree that there is valid and sufficient consideration for this limitation of liability and that the real estate broker(s) are the intended third-party beneficiaries of this provision.
14. **Possession:** Possession and occupancy of the premises, together with all keys/access devices or codes to the premises and any property or fixtures that are part of the sale, shall be given to Purchaser at Closing unless otherwise agreed in writing. Seller shall leave the premises broom clean, free from all occupants, and shall remove all personal property not being sold hereunder, together with the personal property of all occupants. Seller agrees to permit Purchaser to inspect the premises within 24 hours prior to the date set for Closing to ensure compliance with this provision.
15. **Payment of Purchase Price:** Payment of the Purchase Price is due at Closing and shall be adjusted for any Contract Deposits held by Escrow Agent to be disbursed at Closing, taxes or tax withholding applicable to Seller as described in Sections 17 and 18 of this Contract, or as required by other applicable law, Closing Adjustments under Section 26 of this Contract, compensation due to Seller's real estate broker, and any other items agreed to in writing by Seller and Purchaser. The purchase price, after adjustments are made, shall be paid to Seller in cash, by wire transfer, electronic transfer, certified, treasurer's or bank teller's check, check drawn on the trust or escrow account of a real estate broker licensed in the State of Vermont, or, check drawn on the trust or escrow account of an attorney licensed in the State of Vermont, or any combination of the foregoing. Seller and Purchaser agree that, prior to Closing, upon request, the brokers named in Section 29 of this Contract shall be provided with a copy of the proposed TILA-RESPA Closing Disclosure (CD) pages 2 and 3 (Closing Cost Details and Summaries of Transactions) and, at Closing, upon request, said brokers shall be provided a copy of the final CD(s) signed by Seller and Purchaser. In the event Seller requests funds by wire transfer or by certified, treasurer's or bank teller's check, Seller shall provide notice thereof to the attorney or settlement agent closing the transaction within a reasonable time prior to the date scheduled for Closing. All fees or charges incurred to enable funds to be paid to Seller by wire transfer, certified, treasurer's or bank teller's check shall be paid for at Closing by Seller. Unless otherwise agreed to in writing, or as directed by the attorney or settlement agent closing the transaction, all Contract Deposits held by Escrow Agent shall be paid directly to Seller at Closing and credited toward the total proceeds to be paid to Seller at Closing. In the event the attorney or settlement agent closing the transaction requests Escrow Agent to deliver the Contract Deposits prior to the date set for Closing, Seller and Purchaser hereby authorize Escrow Agent to do so, provided the Contract Deposit funds are made payable to the closing attorney or settlement agent's trust or escrow account and Escrow Agent reasonably believes the Closing shall occur as scheduled.
16. **Deed:** Unless otherwise agreed to in writing, Seller shall deliver to Purchaser at Closing a Vermont warranty deed, prepared and paid for by Seller, conveying marketable title to the Property as defined by Vermont law.
17. **Property Transfer Tax/Land Gains Tax/Act 250 Disclosure Statement:** Purchaser shall pay any Vermont Property Transfer Tax due on account of the sale of the Property. If any Vermont Land Gains Tax is due as a result of the sale of the Property, the Seller shall pay such tax as may be due, except as otherwise provided by law or by addendum to this Contract. At or prior to closing, Seller shall provide Purchaser with satisfactory proof either that there is no such tax due or that the tax has been paid in full, or shall provide a certificate from the Vermont Department of Taxes specifying the amount of any tax that may be due as a result of the sale. In the event Seller is required to provide Purchaser with an Act 250 Disclosure Statement and fails to provide such a statement or provides the statement in an untimely manner, Purchaser's closing on this transaction and acceptance of Seller's deed shall constitute a waiver and release of Purchaser's right to declare this Contract unenforceable, to rescind this transaction or to pursue Seller for damages arising out of the failure to provide an Act 250 Disclosure Statement.
18. **Income Tax Withholding Requirements if Seller is a Nonresident of Vermont and/or Subject to Tax Under the U.S. Foreign Investment in Real Property Tax Act:** If Seller is a nonresident of Vermont, unless a withholding certificate is issued by the Vermont Commissioner of Taxes in advance of the closing, Purchaser shall withhold 2.5 percent of the total purchase price and file a withholding tax return with the Vermont Department of Taxes. In addition, if the sale of the Property subjects Seller to the payment of federal tax under the Foreign Investment in Real Property Tax Act (FIRPTA), unless a withholding certificate is issued by the Internal Revenue Service, Purchaser shall withhold 15 percent of the total purchase price (35% for foreign corporations) and file a withholding tax return with the Internal Revenue Service. If Purchaser fails to withhold such taxes when required to do so, Purchaser may be liable to the respective taxing authorities for the amount of such tax. Purchaser shall have the right to reasonably request evidence

Seller's Initials



Purchaser's Initials





that Seller is exempt from payment of either tax in the form of a certificate of residence or non-foreign status. In the event Purchaser is determined to be liable for the payment of either tax, Seller shall indemnify and hold Purchaser harmless from all such liability together with any interest, penalties and reasonable expenses, including attorney's fees, incurred by Purchaser.

**19. Purchaser's Examination of Title:** Purchaser, at his or her sole cost and expense, shall cause the title to the Property to be examined and shall notify Seller in writing, prior to the date set for Closing, of the existence of any encumbrances or defects which are not excepted in this Contract which render title unmarketable as defined by Vermont law. In such event, Seller shall have thirty (30) calendar days from the time Seller receives such notice to remove the specified encumbrances or defects. Promptly following receipt of such notice, Seller shall exercise reasonable efforts and diligence to remove or cure the specified encumbrances or defects. If, at the expiration of thirty (30) calendar days from the receipt of such notice, or on the date set

for Closing, whichever is later, Seller is unable to convey marketable title free and clear of such encumbrances or defects, Purchaser may terminate this Contract, and, if so, shall receive all Contract Deposits and, in addition, may pursue all legal and equitable remedies provided by law, including any damages incurred after the thirty (30) day period referred to above.

**20. Default:** If Purchaser fails to close as provided herein, or is otherwise in default, Seller may terminate this Contract by written notice as provided in Section 29 and claim all Contract Deposit(s) as liquidated damages, or may elect to pursue all legal and equitable remedies provided by law. In the event of Purchaser's default, Seller's damages may be difficult to initially evaluate due to future events that cannot be predicted. The Contract Deposit(s) is agreed to be a reasonable estimate of at least some of Seller's damages resulting from Purchaser's default. Seller's right to claim the Contract Deposit(s) is not intended to be a penalty for Purchaser's default nor an incentive for Purchaser to perform its obligations under this Contract. If Seller fails to close, or is otherwise in default, Purchaser may terminate this Contract by written notice as provided in Section 29 and claim all Contract Deposit(s) as liquidated damages or subject to the provisions of Section 19 relating to the thirty (30) calendar day cure period for title encumbrances or defects, elect to pursue all legal and equitable remedies provided by law. In the event legal action is instituted arising out of a breach of this Contract, for payment or return of the Contract Deposit(s) or to obtain any available legal or equitable remedy, the substantially prevailing party shall be entitled to reasonable attorney's fees and court costs.

**21. Contract Deposits:** At Closing and transfer of title, Escrow Agent shall disburse all Contract Deposits. In the event Purchaser terminates this Contract under the specific provisions hereof entitling Purchaser to terminate, upon written demand, Escrow Agent shall refund all Contract Deposits to Purchaser in accordance with laws and regulations applicable to Escrow Agent. In the event either Seller or Purchaser does not perform and fails to close on the terms specified herein, this shall constitute a default. In the event of a default undisputed by Seller and Purchaser, upon written demand, Escrow Agent shall pay all Contract Deposits to the non-defaulting party in accordance with laws and regulations applicable to Escrow Agent. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an Authorization for Delivery of All Contract Deposits to the party entitled to such Deposits. In the event Seller or Purchaser provides written notice to the other party of a claimed default and demands delivery of all Contract Deposits on account of such claimed default, if the party to whom such notice is sent disagrees, that party shall provide notice to the party demanding all Contract Deposits and to the Escrow Agent named in Section 3 of this Contract that it demands to mediate the dispute under Section 23 of this Contract. **If such demand to mediate is not sent within twenty-one (21) calendar days from the date written notice of a claimed default was sent, the failure to send such demand to mediate shall constitute authorization and permission under this Contract for Escrow Agent to pay all Contract Deposits to the party claiming default and demanding the Contract Deposits without further notice, documentation or authorization from either Seller or Purchaser.** Payment of all Contract Deposits by the Escrow Agent under such circumstances shall constitute the final resolution and disposition of all Contract Deposits. Seller and Purchaser acknowledge and agree that resolution of all Contract Deposits in this manner fully and completely satisfies all laws, regulations and obligations applicable to Escrow Agent and agree to release, discharge, hold harmless and indemnify Escrow Agent acting in good faith pursuant to this section. In the event mediation is demanded and the dispute over all Contract Deposits is resolved by mediation, Seller and Purchaser agree to instruct Escrow Agent, in writing, as to the disposition and payment of all Contract Deposits. In the event the dispute over all Contract Deposits is not resolved by mediation, Escrow Agent shall continue to hold all Contract Deposits in escrow or may, at any time, pay all Contract Deposits into court for the purpose of determining the rights of the parties to all Contract Deposits. All costs and expenses of any such action, including attorney's fees incurred by Escrow Agent, shall be borne jointly and severally by Seller and Purchaser irrespective of the amount of all Contract Deposits and irrespective of which party ultimately prevails in the dispute. In the event of a dispute concerning default or payment of all Contract Deposits by Escrow Agent, Escrow Agent shall not be personally liable to either party except for bad faith or gross neglect. In the event a claim other than for bad faith or gross neglect is asserted against Escrow Agent, the parties shall jointly and severally indemnify and hold Escrow Agent harmless from all loss or expense of any nature, including attorney's fees, arising out of the holding of all Contract Deposits irrespective of the amount of all Contract Deposits.

**22. Terms and Conditions of Escrow Agent Holding Contract Deposits:** Seller and Purchaser acknowledge that Vermont law provides that real estate brokers shall place any Contract Deposits held by them that are reasonably expected to earn less than One Hundred Dollars (\$100.00) in interest in a pooled interest-bearing trust account or escrow (IORTA) account. Interest accrued on such Contract Deposits is remitted to the Vermont Housing Finance Agency (VHFA) to be used in the Agency's single family home mortgage programs. Seller and Purchaser further acknowledge that Vermont law also provides that real estate brokers shall place any Contract Deposits held by them that are reasonably expected to earn interest more than One Hundred Dollars (\$100.00) in interest in an individual interest-bearing account. Acknowledging the above advisements, for the convenience of the transaction, Seller and Purchaser agree that unless otherwise agreed in writing, all Contract Deposits held by Escrow Agent shall nonetheless be placed in a pooled interest-bearing IORTA account and the interest accrued thereon shall be remitted to VHFA even if the interest thereon is expected to earn more than One Hundred Dollars (\$100.00).

Seller's Initials



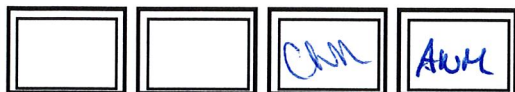
Purchaser's Initials





23. **Mediation of Disputes:** In the event of any dispute or claim arising out of or relating to this Contract, to the Property, or to the services provided to Seller or Purchaser by any real estate agent who brought about this Contract, it is agreed that such dispute or claim shall be submitted to mediation prior to the initiation of any lawsuit. The party seeking to mediate such dispute or claim shall provide notice to the other party and/or to the real estate agent(s) with whom mediation is sought and thereafter the parties and/or real estate broker(s) with whom mediation is sought shall reasonably cooperate and agree on the selection of a mediator. A party or real estate broker not involved in the dispute or claim shall not be required to participate in the mediation. The real estate agent(s) who brought about this Contract can be of assistance in providing information as to sources for obtaining the services of a mediator. Unless otherwise agreed to in writing, the parties and any real estate agent(s) involved in the mediation shall share the mediator's fee equally. Seller, Purchaser and the real estate agent(s) who brought about this Contract acknowledge and understand that, although utilizing mediation in an effort to resolve any dispute or claim is mandatory under this Contract, the function of the mediator is to assist the parties involved in the mediation in resolving such dispute or claim and not to make a binding determination or decision concerning the dispute or claim. This provision shall be in addition to, and not in replacement of, any mediation or alternative dispute resolution system required by an order or rule of court in the event the dispute results in a lawsuit. **In the event a lawsuit is initiated without first resorting to mediation as required by this Section, any party or real estate agent named in Section 31 of this Contract shall be entitled to reimbursement of the reasonable cost of attorney's fees or other expenses arising out of such lawsuit until the mediation required by this Section occurs.**
24. **Fixtures and Personal Property:** Insofar as any of the following items are now located on and belong to the Property, they shall be deemed to be fixtures and are included in this sale; heating, lighting and plumbing fixtures; storm windows and doors; screens and screen doors; curtain rods, window shades and blinds; shrubbery and trees; wall-to-wall carpeting, television antennae and satellite dish. **NO PERSONAL PROPERTY, INCLUDING TELEVISION(S) AND TELEVISION MOUNTING BRACKET(S), IS INCLUDED IN THIS SALE UNLESS EXPRESSLY IDENTIFIED AND DESCRIBED IN THIS CONTRACT OR IN ANY SCHEDULE ATTACHED HERETO.** Any personal property transferred under this Contract is sold "As Is" with no warranties of any kind, express or implied, other than the warranty of title.
25. **Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on Seller. Seller shall continue to carry such fire and extended coverage insurance as is presently maintained on the buildings and improvements located on the Property. In the event any of the buildings or improvements are destroyed or damaged and are not restored to their present condition by the date set for closing, Purchaser may either accept title to the Property and receive the benefit of all insurance monies recovered on account of such damage or may terminate this Contract and be entitled to the return of all Contract Deposits as Purchaser's sole remedy.
26. **Closing Adjustments:**
- A. Real property taxes, municipal taxes, fees and assessments, condominium assessments, rents, utilities or similar items shall be apportioned and prorated at Closing between Seller and Purchaser. Seller shall be responsible for closing adjustments and expenses until the day before Closing. Purchaser shall be responsible for closing adjustments and expenses on and after the day of Closing.
- B. Should any tax, charge, rate or assessment be undetermined on the date of Closing, the last determined tax, charge, rate or assessment shall be used for purposes of apportionment and proration.
- C. Any payment under the Vermont Statewide Education Property Tax which reduces the real estate property tax on the Property, either for the current tax year or thereafter, shall be allocated and paid to Seller at Closing unless the Seller and Purchaser otherwise agree in writing. *It is understood and agreed that the amount of any such payment is the property of the Seller and shall not be applied to the apportionment and proration of taxes. Purchaser is advised that the payment to be made to Seller at Closing on account of any applicable Statewide Education Property Tax may require Purchaser to have available funds at Closing that might significantly exceed funds for closing adjustments that would otherwise be required.*
- D. Purchaser shall reimburse Seller at Closing for fuel at the Property at the current rate charged by the Seller's fuel supplier at the time of Closing, with the exception of propane which shall be handled outside of Closing by Seller and Purchaser as set forth in Title 9 V.S.A. Section 2461b, with reference to the Vermont Attorney General Consumer Protection Rule (CP) 111, Regulation of Propane.
- E. The net amount of the above adjustments shall be added to or deducted from the amount due to or owed by Seller at Closing.
27. **Effect:** This Contract is for the benefit of and is binding upon Seller and Purchaser, and their respective heirs, successors, administrators, executors and assigns. This Contract, together with any written and signed addenda thereto, contains the entire agreement by and between Seller and Purchaser and supersedes any and all prior agreements, written or oral. This Contract shall be governed by the laws of the State of Vermont.
28. **Modification and Amendment:** No change, modification, amendment, addition or deletion affecting this Contract shall be effective unless in writing and signed by Seller and Purchaser.
29. **Written Notices/Effective Delivery:** Any notice required to be in writing under this Contract (and any addenda or supplemental conditions thereto) must be signed by Seller, Purchaser, or their respective attorneys, by actual or electronic signature that complies with Federal and Vermont electronic signature laws. All such notices, other than those sent to the parties' respective attorneys, shall be effective only if sent to the address(es) (including email addresses) set forth in this Contract, by hand, courier, delivery service, facsimile transmission (fax), U.S. mail, or by a digitally signed or scanned, signed document or image sent by electronic transmission. **Emails without a digitally signed or scanned, signed document or image attached shall not be effective notice.** In the event notices are sent by hand, courier, delivery service or regular (not certified) U.S. mail, such notices shall be effective upon receipt. Text or telephonic notice shall not be effective to satisfy any required notice.

Seller's Initials



Purchaser's Initials





**Any notice required to be sent to Seller shall be effective if sent to:**

- A real estate broker representing Seller (**Seller's Agency/Agent**) identified in Section 31 of this Contract at the address set forth below; or
- A broker's agent acting as agent of Seller's Agent (**Broker's Agency/Agent**) identified in Section 31 of this Contract at the address set forth below; or
- A Vermont attorney representing Seller in the transaction; or
- Seller at the address(es) set forth on Page 1 of this Contract.

**Any notice required to be sent to Purchaser shall be effective if sent to:**

- A real estate broker representing Purchaser (**Buyer's Agency/Agent**) identified in Section 31 of this Contract at the address set forth below; or
- A Vermont attorney representing Purchaser in the transaction; or
- Purchaser at the address(es) set forth on Page 1 of this Contract.

Broker representing Seller (**Seller's Agency/Agent**), if any:

Pall Spera Co.		Robyn Fulton	
Agency		Agent	
9 S. Main St., Waterbury, VT 05676			
Street Address/P.O. Box	City/Town	State	Zip
robyn.fulton@pallspera.com			
Email		Fax No.	

☐ **Broker's Agency/Agent**, if any, or

☒ **Buyer's Agency/Agent**, if any (check one)

Red Barn Realty of Vermont		Richard G. Drill	
Agency		Agent	
P.O. Box 1556 / 394 Mountain Rd., Ste. 7, Stowe, VT 05672			
Street Address/P.O. Box	City/Town	State	Zip
rich@redbarnvt.com		888-277-4332	
Email		Fax No.	

30. **Contract Date.** No binding contract shall be created or deemed to exist between Seller and Purchaser unless all terms and conditions of any offer(s) and/or counteroffer(s), including any addenda or supplemental conditions are agreed to in writing, **signed** (with any changes **initialed**) by **both** Seller and Purchaser and **notification** thereof provided in the manner required by Section 29 not later than 05/30/2022 4:00 ☐ A.M. ☒ P.M. EST/EDT which shall constitute the

**Contract Date** regardless of the date(s) the Contract is signed by Seller and Purchaser. The **Contract Date** shall be the commencement date for computing any time periods in this Contract and any addenda or supplemental condition(s) to this Contract, which time periods shall be calculated as follows: the Contract Date shall not be counted; the first day after the Contract Date shall be the first day counted; Saturdays, Sundays and legal holidays shall be counted; and the final day shall be counted. Either party has the right to withdraw any offer made by that party prior to its acceptance and notification thereof given by the other party in writing. **In the event a binding contract is not made by the Contract Date, neither party shall have any obligations to the other party. Oral communication of any offer or oral notification of acceptance of any offer is not sufficient to create a legally binding contract.** Any document or notice required to be in writing shall be effective if signed by actual or electronic signature that complies with Federal and Vermont electronic signature laws. If a document or notice is required to be signed by a party or to be in writing, electronic transmissions that do not comply with such electronic signature laws are not effective.

31. **Efforts of Agent(s):** Seller and Purchaser agree that the Agency/Agent(s) named in Section 29, and their respective efforts, brought about this Contract.

32. **Calendar Days/Counterparts:** Whenever this Contract or an addendum or amendment thereto refers to a day or days, it shall be deemed to be calendar days. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Contract.

Seller's Initials



Purchaser's Initials





33. **Time is of the Essence:** Time is of the essence with respect to all obligations and undertakings of Seller and Purchaser under this Contract **including the times for providing all notices required to be given.** Failure to act within the time period required shall constitute a breach of this Contract or waiver of the contingency or condition sought to be exercised.
34. **Purchaser acknowledges receipt of the following documents:**
- ☒ Vermont Real Estate Commission Mandatory Consumer Disclosure
  - ☒ Vermont Department of Health – Pamphlet – “Testing Drinking Water From Private Water Supplies” (if the Property is served by a private water system)
  - ☒ Efficiency Vermont - Pamphlet – “Home Energy Information”

**PURCHASER'S AGREEMENT TO PURCHASE**

Purchaser:   
 (Signature) Date and Time (EST/EDT)

Purchaser:   
 (Signature) Date and Time (EST/EDT)

Purchaser: *Augusta Elaser* dotloop verified  
05/29/22 3:34 PM EDT  
EWLD-PCJA-ZGAG-GX5X  
 (Signature) Date and Time (EST/EDT)

Purchaser: *Matthew Elaser* dotloop verified  
05/29/22 3:39 PM EDT  
SH50-1JCA-BJLV-MVHD  
 (Signature) Date and Time (EST/EDT)

**SELLER'S AGREEMENT TO SELL**

Seller: *Chris L. Madigan* *5/30/2022*  
 (Signature) Date and Time (EST/EDT)

Seller: *Chris L. Madigan* *5/30/2022*  
 (Signature) Date and Time (EST/EDT)

Seller:   
 (Signature) Date and Time (EST/EDT)

Seller:   
 (Signature) Date and Time (EST/EDT)



## Improvement List

1993 new well drilled. It produces 15 gallons per minute.

1997 construction of the master bedroom addition.

2006 full dormer added to the upstairs bedrooms and complete renovation of the upstairs bathroom.

2007 full renovation of the kitchen.

2012 purchase and installation of 4.83 kW utility tied photovoltaic electric system consisting of 18 solar panels. We fully purchased the system in 2012.

2014 full renovation of the downstairs bathroom and laundry room.

2016 construction of the screened in porch.

2017 new roof.

2017 full renovation of the front room and loft.

2017 construction of stairs to garage attic and expansion of that storage space;

2018 installation of new flooring in the main floor of the house and paint the main interior of the house.

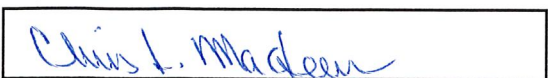
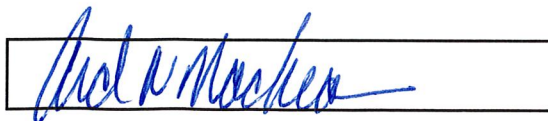
2020 septic line repaired and encased with modern access to septic tank created. Septic system last pumped on May 23, 2022.

2020 replacement of the chimney/ wood stove flue.

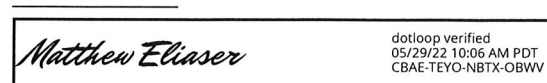
2021 renovation and painting of the master suite bathroom.

2021 exterior painting of the house. Fully scraped, primed and painted.

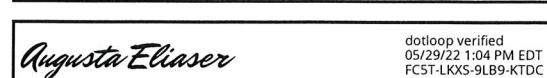
2022 all new kitchen appliances



Purchasers



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# SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER

Date Prepared:

April 15, 2022

Seller's Name(s):

ANDREW & CHRIS MACKENZIE

Property Address:

531 Twin Peaks Road  
Street

WATERBURY CENTER, VERMONT  
City/Town

Type of Property:

☒ Single Family Residence ☐ Multi-Family Residence (duplex, triplex, etc.)  
☐ Condominium/Townhouse ☐ Land Only ☐ Commercial

Use of Property:

☒ Primary Residence ☐ Vacation Property ☐ Rental Property ☐ Other: \_\_\_\_\_

**INTRODUCTION:** This Report provides information from the Seller based on Seller's personal knowledge concerning the above Property. Unless otherwise disclosed, Seller does not have any expertise in construction, architecture, engineering, surveying or any other skills that would provide Seller with special knowledge concerning the condition of the Property. Other than having owned the Property, Seller has no greater knowledge about the Property than that which could be obtained by a careful inspection performed by or on behalf of a potential buyer. The real estate agents involved with the sale of this Property do not conduct or perform any inspection of the Property. Unless otherwise disclosed, Seller has not inspected or examined those portions of the Property that are generally inaccessible. **THIS REPORT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY REAL ESTATE AGENT CONCERNING THE CONDITION OF THE PROPERTY. THIS REPORT IS NOT A SUBSTITUTE FOR A PROPERTY INSPECTION. BUYER HAS THE OPPORTUNITY TO REQUEST THAT SELLER AGREE TO A PROPERTY INSPECTION AS PART OF ANY CONTRACT FOR THE SALE OF THE PROPERTY.**

**INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Answer ALL questions. (3) Disclose conditions that you know about that affect the Property. (4) Attach additional pages to this Report if additional information is provided. (5) IF YOU DO NOT KNOW THE FACTS, WRITE "DON'T KNOW." DO NOT GUESS THE ANSWER TO ANY QUESTION.

**THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER. THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).**

## 1. LAND (SOILS, DRAINAGE, BOUNDARIES AND EASEMENTS)

(a)	Has any fill or off-site material been placed on the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(b)	Do you know of any sliding, settling, subsidence, earth movement, upheaval or earth stability problems that have affected the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(c)	Is the Property located in a federal flood hazard zone or wetlands, public waters or conservation zones designated by federal, state or local statute, regulation or ordinance?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(d)	Do you know of any past or present drainage, high water table, or flood problems affecting the Property?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?			
(f)	If the answer to (e) above is "No," how is the road serving the property maintained? <input type="checkbox"/> Road Maintenance Agreement <input type="checkbox"/> Homeowners/Road Association <input type="checkbox"/> Private (by owner)			
	Annual Cost(s): _____			
	Other (explain): _____			
(g)	Are there public or private landfills or dumps (compacted or otherwise) on the Property or on any abutting property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Seller's Initials

A M CM

Purchaser's Initials

ME  
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dotloop verified

VR-041 Rev



(h)	Are there currently any underground fuel storage tanks on the Property? If "Yes," Fuel Type: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(i)	Have there been any underground fuel storage tanks on the Property in the past? If "Yes," have they been removed? When? _____ By whom? _____	<input type="checkbox"/> YES <input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW <input type="checkbox"/> DON'T KNOW
(j)	Do you know the location of the boundary lines of the Property?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(k)	Are the boundary lines of the Property marked in any way? If "Yes," how are they marked?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? <u>NOT SURE</u> By whom? <u>Valley Surveyors, Inc</u>	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(m)	Is a copy of the survey available?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(n)	Are there any easements or rights of way affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(o)	Are there any boundary line disputes, claims of adverse possession, encroachments, shared driveways, party walls or zoning set back violations affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Further explanation of any of the above: There is a survey description of the property in our deed in our deed recorded in Book 123, Pages 227-229 of the Waterbury Land Records. Also referred to as Lot 21 in a survey recorded in Map Book 9 page 144 of the Waterbury Land Records

## 2. MECHANICAL, ELECTRICAL, APPLIANCES & OTHER SYSTEMS

### HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	<b>Heating System (check all that apply):</b> <input checked="" type="checkbox"/> Base Board <input type="checkbox"/> Hot Air <input checked="" type="checkbox"/> Radiant <input type="checkbox"/> Heat Pump <input type="checkbox"/> Direct Vent <input type="checkbox"/> Other (explain): _____ Age of Furnace/Boiler: <u>14 years</u> <input type="checkbox"/> Don't Know Fuel Type: <input type="checkbox"/> Oil <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Geothermal <input type="checkbox"/> Other (explain): _____ Annual Fuel Usage: <u>1600 gallons</u> Gallons (or other measure) Provider: <u>Burns Energy</u> Property used: <input type="checkbox"/> Full Time <input type="checkbox"/> Seasonally Fuel consumption may vary by user, number of occupants and weather conditions.	
(b)	<b>Air Conditioning:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "Yes," describe (central, heat pump, window, etc.): <u>WE HAVE WINDOW UNITS</u>	
(c)	<b>Hot Water System (check all that apply):</b> <input checked="" type="checkbox"/> Hot Water Tank <input checked="" type="checkbox"/> Domestic/Off Boiler <input type="checkbox"/> On Demand <input type="checkbox"/> Heat Pump Water Heater Age of Hot Water System: _____ <input type="checkbox"/> Don't Know Fuel Type: <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input checked="" type="checkbox"/> Propane <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Other _____ Hot Water Tank is: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, from whom: _____ Monthly rental fee: \$ _____	
(d)	<b>Alternative Energy System(s) (check all that apply):</b> <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Geothermal <input type="checkbox"/> Unknown Energy returned to grid: <input type="checkbox"/> YES <input type="checkbox"/> NO Owned _____ or Leased _____	
(e)	<b>Electrical System:</b> Electrical service panel has: <input type="checkbox"/> Fuses <input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Other (explain) _____ Annual electricity usage: \$ <u>200</u> Electric utility provider: <u>GMP</u> Property used: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Seasonally Electricity consumption may vary by user, number of occupants, number of appliances and weather conditions. Main Breaker Amperes: _____ Amps <input checked="" type="checkbox"/> Don't Know	
(f)	Are you aware of any problems or conditions that affect any of the above systems? <input type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," explain in detail: <u>ELECTRICAL SYSTEM UPGRADED 8 YEARS AGO. BREAKER BOX IS MODERN.</u> <u>WE HAVE 21 SOLAR PANELS INSTALLED BY SUN COMMON IN 2012 WHICH SUPPLY 90+ % OF OUR ELECTRIC USAGE</u>	

### TELEPHONE / INTERNET / TELEVISION

(g)	Is landline telephone service present at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: <u>Xfinity</u>
(h)	Is cellular telephone service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," list available providers: <u>Verizon</u>
(i)	Is internet service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: <u>Xfinity</u> If "Yes," service is: <input type="checkbox"/> Dial Up <input checked="" type="checkbox"/> Broadband <input checked="" type="checkbox"/> Cable <input type="checkbox"/> Satellite <input type="checkbox"/> DSL
(j)	Is television service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: <u>Xfinity</u> If "Yes," source is: <input type="checkbox"/> Antenna <input checked="" type="checkbox"/> Cable <input type="checkbox"/> Satellite <input type="checkbox"/> DSL

Seller's Initials

AM CM

Purchaser's Initials

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## Sellers Property Information Report VR-041 (Blank)

PDF - 981 KB



(k) **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE**  
 Check the items that will be included in the sale of the Property:

☐ Electric Garage Door Opener - Number of Transmitters \_\_\_\_\_ ☐ Security Alarm System ☐ Owned ☐ Leased ☐ Humidifier  
☐ Dehumidifier ☐ Lawn Sprinklers ☐ Automatic Timer ☒ Smoke Detectors - How Many? 4 ☐ Whirlpool Bath  
☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub ☐ Pool/Spa Equipment (list): \_\_\_\_\_  
☒ Refrigerator ☒ Stove ☐ Hood/Fan ☐ Microwave Oven ☒ Dishwasher ☐ Garbage Disposal ☐ Trash Compactor  
☒ Washer ☒ Dryer ☐ Central Vacuum ☐ Freezer ☐ Intercom ☒ Ceiling Fans ☒ Woodstove ☐ Sump Pump ☒ Well Pump  
☐ Satellite Dish ☐ Indoor/Outdoor Grill ☐ Attic Fan(s) ☐ Window A/C  
☐ Wood Gas Pellet Other Stove (describe): \_\_\_\_\_  
 OTHER: \_\_\_\_\_  
 Are any of the items that will be included in the sale of the Property in need of repair or replacement? ☐ YES ☐ NO  
 If "yes", explain in detail: \_\_\_\_\_  
 \_\_\_\_\_  
 List equipment and appliances, including any AC units, that will be excluded from the sale of the Property:  
 \_\_\_\_\_  
 \_\_\_\_\_

## 3. STRUCTURAL COMPONENTS

Check any of the following items that have significant defects or malfunctions or that need significant repair:

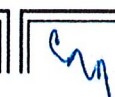

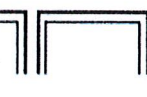
☐ Foundation ☐ Slab ☐ Chimney ☐ Fireplace ☐ Interior Walls ☐ Ceilings ☐ Floors  
☐ Windows ☐ Doors ☐ Storms/Screens ☐ Exterior Walls ☐ Driveway ☐ Sidewalks ☐ Pool ☐ Roof  
☒ Outside Retaining Walls ☐ Other Structures/Components: \_\_\_\_\_

If any of the above items are checked, describe the defect, malfunction or item(s) that need significant repair:  
 \_\_\_\_\_  
 Has there ever been damage to the Property or any of the structures from fire, wind, floods, earth movements or landslides?  
☐ YES ☒ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs: \_\_\_\_\_  
 \_\_\_\_\_  
**BASEMENT/CELLAR/CRAWL SPACE:**  
 Has there ever been any water leakage, accumulation of water, dampness or visible mold within the basement, cellar or any crawl space?  
☐ YES ☒ NO If "Yes," explain in detail: \_\_\_\_\_  
 \_\_\_\_\_  
 Have there been any repairs or other attempts to control any water or dampness within the basement, cellar or crawl space?  
☐ YES ☒ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs: \_\_\_\_\_  
 \_\_\_\_\_  
 Are any of the above recurring problems? ☐ YES ☒ NO If "Yes," what are the problems and how often have they recurred?  
 \_\_\_\_\_  
 Has paint containing lead been used on the Property? ☐ YES ☒ NO ☐ DON'T KNOW  
**ROOF:** ☒ Shingle ☐ Slate ☐ Metal ☐ Tile ☐ Other (describe) \_\_\_\_\_ ☐ Don't Know  
 Approximate age of roof? 5 YEARS  
 Has the roof ever leaked since you have owned the Property? ☒ YES ☐ NO ☐ DON'T KNOW  
 If "Yes," explain: TWO MINOR LEAKS THAT WERE REPAIRED WHEN NEW ROOF WAS INSTALLED  
 Has the roof been replaced or repaired since you have owned the Property? ☒ YES ☐ NO ☐ DON'T KNOW  
 If "Yes," when? 2017  
 Are there any current problems with the roof? ☐ YES ☒ NO ☐ DON'T KNOW  
 If "Yes," explain: \_\_\_\_\_

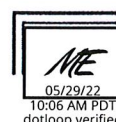
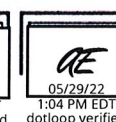
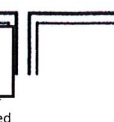

## 4. WATER SUPPLY

**Special Notice:** Water supplies, especially those that are not public or municipal supplies, are affected by many conditions about which Seller may have no knowledge or have any ability to control. These water supply systems can change, deteriorate or fail, often with no warning signs. *Seller makes no warranty or representation whatsoever that the water supply, including quality or quantity, will operate continue to function for any period of time.* Inspection of these systems by a qualified inspector is strongly recommended. As required

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any seller with a potable water supply that is not served by a public water system shall provide the purchaser with an informational brochure developed by the Vermont Department of Health regarding Testing Water from Private Water Supplies within 72 hours of the execution of a contract for the purchase of the Property.

**TYPE OF WATER SYSTEM** The Property is connected to and serviced by (check all applicable boxes):  
☐ Public or Municipal ☐ Community ☐ Private ☒ Shared  
☒ On-site ☐ Off-site ☒ Drilled Well ☐ Dug Well ☐ Spring ☐ Lake/Pond ☐ Lake Well ☐ None ☐ Don't Know  
Water System Features: ☒ Cistern/Reservoir/Holding Tank ☐ Water Softener/Conditioner ☐ Reverse Osmosis ☐ Infrared Light  
☐ Ultraviolet ☐ Other: \_\_\_\_\_  
Water Pipes are: ☒ Copper ☐ Galvanized Metal ☐ Lead ☒ PVC (Plastic) ☐ Combination ☐ Don't Know  
If Drilled Well: Drilled by: Johnson Aersanwells Tag #: 1373 Depth: 345'  
Gallons Per Minute (at time of driller's report): 15 Date of driller's report: 3/16/1993

**CONDITION OF WATER AND WATER SYSTEM**  
Has the water been tested for coliform bacteria? ☒ YES ☐ NO ☐ DON'T KNOW Results: \_\_\_\_\_  
If "Yes," when? 1991 By whom? unknown  
Has any other water quality or water chemistry testing been done? ☐ YES ☒ NO ☐ DON'T KNOW Results: \_\_\_\_\_  
If "Yes," when? \_\_\_\_\_ By whom? \_\_\_\_\_  
Water softener ☐ YES ☒ NO If "Yes," ☐ Own ☐ Rent If rented, from whom: \_\_\_\_\_ Monthly Rental Fee: \$ \_\_\_\_\_  
Are you aware of low pressure in your water system? ☐ YES ☒ NO  
Has your water supply ever run out or run low? ☐ YES ☒ NO If "Yes," describe: \_\_\_\_\_  
Describe in detail any other problems you have had with your water system, including water quality or quantity:  
NONE  
Does the water have any odor, bad taste, cloudiness or discoloration? ☐ YES ☒ NO If "Yes," describe in detail:

**5. SEWER/SEPTIC/WASTEWATER SYSTEM**

**Special Notice:** Sewer septic and wastewater systems are not designed to perform indefinitely and are affected by many conditions about which Seller may have no knowledge or have any ability to control. In addition, the useful life of these systems is affected by the amount and type of use, soil conditions, maintenance, the inherent design of these systems and many other factors. *Seller makes no warranty or representation whatsoever that these systems will operate or continue to function for any period of time.* Inspection of these systems by a qualified inspector is recommended. State and local permits may be required for sewer, septic and wastewater systems.

**TYPE OF SYSTEM** The Property is connected to and serviced by (check appropriate boxes):  
☐ Public or Municipal Sewer System ☒ On-site septic/wastewater system ☒ Septic Tank  
☐ New or Alternate Technology (explain technology) \_\_\_\_\_ ☐ Holding Tanks  
☐ Cesspool ☐ Sewage Pump ☐ Dry Well ☐ Conventional disposal area ☐ Mound System disposal area ☐ At Grade  
☐ Other ☐ Don't Know If other, please explain: \_\_\_\_\_  
**CONDITION OF SYSTEM** If other than public or municipal sewer/wastewater system, answer the following:  
Date system installed: 1980 Is the system entirely on your Property? ☒ YES ☐ NO ☐ DON'T KNOW  
If "No," where is it? \_\_\_\_\_  
Has the system been repaired since you have owned the Property? ☐ YES ☒ NO If "Yes," when? SYSTEM IN GOOD SHAPE  
By whom? 2070  
What was done? \_\_\_\_\_  
Type of septic tank: ☒ Concrete ☐ Metal ☐ Fiberglass ☐ Other (describe) \_\_\_\_\_  
Septic tank capacity (in gallons): 1,000 ☐ Don't Know Reports of last inspection/pumping attached: ☐ YES ☒ NO  
Date Septic Tank Last Inspected? 6/9/2021 ☐ Don't Know By whom? CERTIFIED IN GOOD CONDITION  
Date Septic Tank Last Pumped? 6/9/2021 ☐ Don't Know If "Yes," describe in detail:  
To your knowledge, is any portion of the system in need of repair or replacement? ☐ YES ☐ NO



## 6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY —

(a)	Age of Building(s): Main Bldg. <u>42 years</u> Additions to Main Bldg. _____ Additional Building(s): (a) _____ (b) _____			
(b)	Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? _____	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
(c)	Has Seller built or caused to be built any of the buildings on the Property, or made any additions, modifications, alterations or renovations to any building on the Property? If "Yes," please explain: <u>Dense; HASBE BEACON ADDD; Poreh</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
(d)	If "yes," did you obtain all necessary permits and approvals for such work?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
(e)	Are any property or development rights (e.g. conservation easements to Land Trusts, etc.) owned by others? If "Yes," by whom: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(f)	Has Seller received written notice of any violations of local, state or federal laws, building codes and/or zoning ordinances affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(g)	Are there any property tax abatements, land use tax stabilization agreements or other special property tax arrangements applicable to the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(h)	Has Seller received notice that the Property will be reassessed by any taxing authority during the next 12 months?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(i)	Does the property have Urea-Formaldehyde Foam Insulation?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(j)	Does the Property have Asbestos and/or Asbestos Materials in the siding-walls-plaster-flooring-insulation-heating system?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(k)	Has the Property been tested for Radon Gas?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(l)	If "Yes," when? _____ By whom? _____ Results: _____			
(m)	Does the Property have evidence of mold?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(n)	If "Yes," what has been done about the mold? _____			
(o)	Are you aware of any off-site conditions in your neighborhood/community that could adversely affect the value or desirability of the Property, such as noise, proposed major new development, relocation or major construction of roads or highways, proposed zoning changes, etc.? If "Yes," explain in detail: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(p)	Is there any infestation by pests that affect the property? If "Yes," explain: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(q)	Do you have any knowledge of any damage to the Property caused by pests?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(r)	Is the Property currently under warranty or other coverage by a licensed pest control company?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(s)	Do you know of any termite/pest control reports or treatments for the Property in the last five years?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(t)	Does the Property have any audio and/or video surveillance or recording equipment? If Yes, will said equipment be active during showings? Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(u)	Has the Property received a home energy audit/assessment/rating/profile? If yes, when? _____ by whom? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(v)	Further explanation of answers to any of the above: _____			

## 7. CONDOMINIUMS SUBDIVISIONS/ HOMEOWNERS' ASSOCIATIONS/ROAD MAINTENANCE AGREEMENTS/ROAD MAINTENANCE ASSOCIATIONS

(a)	Is the Property part of a condominium or other common interest ownership regime or is it subject to covenants, conditions and restrictions (CC&R's)? If "Yes," Condo docs or CC&R's attached?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(b)	Is there any defect, damage, or problem with any common elements or common areas? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(c)	Is there any condition or claim which may result in an increase in assessment or fees? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(d)	Are any required storm water permits current?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Seller's Initials

AH CM

Purchaser's Initials

ME RE



Are there any homeowners' association or "common area" expenses or assessments affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there presently any outstanding special assessment(s) on the Property? If "Yes," amount: \$	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Are there any anticipated special assessments on the Property? If "Yes," anticipated amount: \$ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly			
Purpose of special assessments:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
Years or term remaining on any outstanding special assessments:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
i) Are there any current actions, disputes or lawsuits pending between the homeowners/condominium owners' association and any other parties? If "Yes," describe below.			
ii) Do you know of any violations of local, state, or federal laws or regulations, condominium rules or CC&R's relating to the Property? If "Yes," describe below.			
iii) Contact person/manager for condominium/homeowner association: Name:			
Phone number/e-mail:			
Further explanation of any of the above:			

**IS THERE ANYTHING ELSE THAT SHOULD BE DISCLOSED ABOUT THE CONDITION OF THE PROPERTY?** (In answering this question, you should be guided by what you would want to know about the condition of the Property if you were buying it.)

☐ YES ☐ NO ☐ DON'T KNOW OF ANYTHING ELSE. If "Yes," explain:

**SELLER'S STATEMENT:** Seller is providing the information in this report to reduce the likelihood of DISPUTES or LEGAL ACTION concerning the sale of the Property. The information provided herein does not constitute any warranty, express or implied, by Seller about the Property or any feature of the Property. Seller hereby authorizes any real estate agent to provide a copy of this report to any prospective buyer. IN DELIVERING THIS REPORT TO A BUYER OR PROSPECTIVE BUYER, NO REPRESENTATION IS MADE BY ANY REAL ESTATE AGENT THAT THEY HAVE ANY INDEPENDENT OR PERSONAL KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY, THAT THEY HAVE MADE ANY INQUIRY OR INVESTIGATION ABOUT THE CONDITION OF THE PROPERTY OR ANY OF THE INFORMATION PROVIDED IN THIS REPORT BY SELLER OR THAT THEY HAVE VERIFIED THE INFORMATION PROVIDED IN THIS REPORT BY THE SELLER. Seller acknowledges that the information provided in this report is correct to the best of Seller's knowledge as of the date signed by Seller.

BUYER/PROSPECTIVE BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS REPORT ON THE DATE SET FORTH BELOW. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THIS REPORT PROVIDES INFORMATION ABOUT THE PROPERTY MADE BY THE SELLER AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR ANY REAL ESTATE AGENT. THIS REPORT IS NOT A SUBSTITUTE FOR ANY PROPERTY INSPECTION. BUYER/PROSPECTIVE BUYER MAY OBTAIN A PROPERTY INSPECTION. HOWEVER, ANY SUCH INSPECTION MUST BE BY WRITTEN AGREEMENT WITH SELLER. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THERE MAY BE MATTERS RELATING TO THE PROPERTY WHICH ARE NOT ADDRESSED IN THIS REPORT.

Seller: *Andrew Maclean* 04/18/2022  
(Signature) Date

Seller: *Quinn J. Maclean* 04/18/2022  
(Signature) Date

Seller: \_\_\_\_\_ Date  
(Signature)

Seller: \_\_\_\_\_ Date  
(Signature)

Purchaser: *Matthew Eliaser* dotloop verified 05/29/22 10:06 AM PDT IFG2-201A-MABI-7CNO  
(Signature) Date

Purchaser: *Augusta Eliaser* dotloop verified 05/29/22 1:04 PM EDT C1M7-AXOO-LSAY-6ZVL  
(Signature) Date

Purchaser: \_\_\_\_\_ Date  
(Signature)

Purchaser: \_\_\_\_\_ Date  
(Signature)



