



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
David Last	4 Exeter Street, Arlington, MA 02474	
Alison Last	4 Exeter Street, Arlington, MA 02474	

Seller's Full Name	Mailing Address	Telephone #/ Fax #/ E-Mail Address
Stephen P. Furlong	9725 Cheddar Drive, Vienna, VA 22182	

1. **Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between: Stephen P. Furlong (Seller) and David Last and Alison Last (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.

2. **Total Purchase Price:** eight hundred thirty-five thousand U.S. Dollars (\$835,000.00)

3. **Contract Deposit:** \$10,000.00 (U.S. Dollars) Due to Escrow Agent by 09/25/2024 as evidenced by ☐ Personal check ☐ Bank check ☐ Cash ☒ Wire transfer ☐ ACH transfer
Additional Contract Deposit of \$15,000.00 (U.S. Dollars) shall be delivered to the escrow agent by 10/09/2024. 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. 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. All Contract Deposits shall be held by: Pall Spera Company Realtors Trust Account ("Escrow Agent").

4. **Description of Real Property:** For purposes of this Contract, the Property is described as follows:
A. Physical Property Address: 781 Weeks Hill Road, Stowe 05672 VT. Lamoille and/or Stowe City/Town 05672 Zip Lamoille County
B. Seller's Deed recorded in Volume 1076 at Page(s) 214-215 of the Stowe, VT Land Records; and/or
C. Parcel ID Number: 27042010; and/or SPAN Number: 621-195-11715
D. The Property is further described as: Fully furnished and equipped, 4 bedrooms, 2 bathrooms, 2,240 total square feet on .79 acres -
MLS#5015169

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.

5. **Closing:** Closing and transfer of title shall occur on 10/24/2024 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.**

6. **Contract Date:** 09/29/2024 **Contract Time:** 6:00 ☐ A.M. ☒ P.M. EST/EDT
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's Initials

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 Buyer's Initials

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Seller and Purchaser and **notification** thereof provided in the manner required by Section 28 not later than the above referenced **Contract Date** 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 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.**

7. **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 N/A % of the purchase price for a term of N/A years at an interest rate not higher than N/A % fixed for the term of the loan or N/A % variable on the date of closing with not more than N/A points to be paid at Closing. Purchaser agrees to act diligently to obtain such financing and shall, within N/A calendar days after this Contract is executed by Seller and Purchaser and notice thereof is provided to Purchaser in the manner required by Section 28, 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 N/A , 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 28. 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.

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, Purchaser has sufficient cash and or liquid assets enough to close on the purchase of property.

8. **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.
9. **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.
10. **Addendum/Addenda to Contract:** Additional terms to Contract are set forth in the Addendum (or Addenda) signed by Seller and Purchaser. ☒ Yes ☐ No

11. **Special Conditions:**

The content of this Contract shall meet with the approval of the Purchaser's and the Sellers' respective attorneys. Said reviews shall be completed within 7 calendar days after the Contract Date. If the Purchaser's or Sellers' attorney does not approve as written (exclusive of the purchase price, closing date, and mortgage contingency provisions) then said Contract may be amended in a way that is mutually agreeable to both parties. If parties cannot agree, then Seller or Purchaser shall have the right to terminate this Contract. If no notification is given to the Seller of the Purchaser's attorney's disapproval, or to the Purchaser of the Seller's attorney disapproval, within 7 calendar days of the Contract Date, this contingency shall be deemed waived.

Sellers, at Seller's expense, shall arrange for a Vermont Division of Fire and Safety Change of Ownership inspection of the premises within 14 calendar days after the Contract Date, to ensure the subject property is in full compliance with all State Fire and Safety codes. If the results of such inspection(s) are unsatisfactory and remedying is not mutually agreeable by both parties, Purchasers shall have the right to terminate this Contract, provided Purchasers give Sellers written notice of Purchasers' decision to terminate this Contract based upon the results of the inspection(s) not later than 5 calendar days after the date the inspection report is received by Purchaser.

Seller shall provide a list of personal items, linens & artwork that do not convey within 7 days after the Contract Date. Purchaser shall have 1 calendar day to review to their satisfaction. If Purchaser is not satisfied, Purchaser has the right to terminate the Contract and receive the return of all deposit monies.

Seller's Initials Buyer's Initials



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- 12. 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.
- 13. 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.
- 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 25 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 28 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 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 accepted 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.

Seller's Initials

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Buyer's Initials

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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 28 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 28 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. Seller shall be given 7 calendar days to provide a written challenge to Escrow Agent and Purchaser if Seller disputes termination by Buyer was pursuant to a specific provision of the contract. This shall be deemed a contested dispute. 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. This shall be handled as a contested dispute. Payment of all Contract Deposits by the Escrow Agent absent a contested dispute shall constitute the final resolution and disposition of all Contract Deposits. If there is a contested dispute the parties are encouraged, but not required, to resolve the dispute through mediation. In the event the parties enter mediation, they shall notify Escrow Agent and, if the dispute is resolved by mediation, the Escrow Agent shall pay the escrow funds pursuant to a written settlement agreement signed by all the parties. If the contested dispute cannot be resolved by the parties the Escrow Agent may pay all Contract Deposits into court for the purpose of determining the rights of the parties to all Contract Deposits or continue to hold the money in escrow until a written agreement, signed by both Seller and Purchaser, is delivered to the Escrow Agent. 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. 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).
23. **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.
24. **Risk of Loss/Insurance:** During the period between the date of this Contract and the transfer of title, risk of loss shall be on the 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.

Seller's Initials

Buyer's Initials

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25. 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.**
- d. **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.**
- e. 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.
- f. The net amount of the above adjustments shall be added to or deducted from the amount due to or owed by Seller at Closing.

26. 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.

27. 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.

28. 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.

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 below; or
- A broker's agent acting as agent of Seller's Agent (Broker's Agency/Agent) identified 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) 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 Company Realtors	Pall Spera
Agency	Agent

Street Address/P.O. Box	City/Town	State	Zip
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


Pall.spera@pallspera.com	Telephone	Fax	
Email			

☐ Broker's Agency/Agent, if any, or
☒ Buyer's Agency/Agent, if any (check one)

Four Seasons Sotheby's International Realty	Caroline Marhefka
Agency	Agent

580 Mountain Road/P. O. Box 1440, Stowe, VT 05672	City/Town	State	Zip
Street Address/P.O. Box			

caroline.marhefka@fourseasonssir.com - 802-272-1550	Telephone	Fax	
Email			

Seller's Initials    	Buyer's Initials    
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- 29. Efforts of Agent(s):** Seller and Purchaser agree that the Agency/Agent(s) named in Section 28, and their respective efforts, brought about this Contract.
- 30. 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.
- 31. 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.
- 32. Purchaser acknowledges receipt of the following documents when applicable:**
- ☒ Vermont Real Estate Commission Mandatory Consumer Disclosure
 - ☒ Vermont Department of Health – Pamphlet – “Well Water Testing: A Home Buyer’s Guide” (if the Property is served by a private water system)
 - ☒ Efficiency Vermont – Pamphlet – “Home Energy Information”

PURCHASER’S AGREEMENT TO PURCHASE

Purchaser:	<div>David Last</div> <div>(Signature)</div>	<div>dotloop verified 09/28/24 8:02 PM EDT MWYJ-VRAT-KV2Z-N2P9</div> <div>Date and Time (EST/EDT)</div>
Purchaser:	<div>Alison Last</div> <div>(Signature)</div>	<div>dotloop verified 09/28/24 8:06 PM EDT DZAT-3EJB-DKFA-FEQ3</div> <div>Date and Time (EST/EDT)</div>
Purchaser:	<div></div> <div>(Signature)</div>	<div></div> <div>Date and Time (EST/EDT)</div>
Purchaser:	<div></div> <div>(Signature)</div>	<div></div> <div>Date and Time (EST/EDT)</div>

SELLER’S AGREEMENT TO SELL

Seller:	<div></div> <div>(Signature)</div>	<div></div> <div>Date and Time (EST/EDT)</div>
Seller:	<div></div> <div>(Signature)</div>	<div></div> <div>Date and Time (EST/EDT)</div>
Seller:	<div></div> <div>(Signature)</div>	<div></div> <div>Date and Time (EST/EDT)</div>
Seller:	<div></div> <div>(Signature)</div>	<div></div> <div>Date and Time (EST/EDT)</div>



PROPERTY INSPECTION CONTINGENCY ADDENDUM

Reference is made to a Purchase and Sale Contract between:

Stephen P. Furlong _____, Seller) and
David Last and Alison Last _____ (Purchaser).
781 Weeks Hill Road, Stowe _____ 05672 _____
Property Location _____ Street _____ City/Town _____ (Property)

The Contract Date is 09/29/2024 .

Purchaser's obligation to close under the above Contract is subject to the contingency that Purchaser, at his/her sole expense, obtain an inspection or inspections of the Property by a Vermont licensed property inspector(s) selected by Purchaser. The inspection(s) may include, but shall not be limited to, the **roof, foundation, structural, mechanical, heating, plumbing, electrical, water** (including water potability), **radon** (including air and/or water), **wastewater/septic/sewage, or other systems or improvements on the Property**. If the results of any water potability tests indicate that the water is not potable under Vermont or Federal EPA standards applicable to the water system serving the Property, the water potability shall be deemed unsatisfactory under this Addendum, but not otherwise. If the results of any air radon tests show that the air radon level is not within applicable federal guidelines (less than 4 picocuries per liter) the air radon tests shall be deemed unsatisfactory under this Addendum, but not otherwise.

INSPECTION DEADLINE: All property inspection(s) shall be fully performed and completed, including results of all tests conducted as part of such inspection(s) not later than 10 **CALENDAR DAYS** after the **Contract Date**.

Check Applicable Option:

- ☒ A. If the results of such inspection(s) are unsatisfactory to Purchaser, Purchaser shall have the right to terminate this Contract, provided Purchaser shall give Seller written notice of Purchaser's decision to terminate this Contract based upon the results of the inspection(s) not later than 3 **CALENDAR DAYS** after the **INSPECTION DEADLINE**.
- ☐ B. If the inspection(s) disclose(s) substantial defects or deficiencies which, based upon written, signed estimates from independent qualified inspectors, contractors or other persons specializing in the type of repair needed, would cost, in the aggregate, more than \$ _____ to repair, Purchaser shall have the right to terminate this Contract, provided Purchaser shall give Seller written notice of Purchaser's decision to terminate this Contract based upon the results of the property inspection(s) not later than _____ **CALENDAR DAYS** after the **INSPECTION DEADLINE**. As part of such notice, Purchaser shall provide Seller with copies of all such written signed estimates.
- ☒ C. Seller shall provide Purchaser with septic cleaning/pumping of service call completed 8/24 by Bundy. If report is not to Purchaser's satisfaction, Purchaser shall have the right to terminate this Contract and receive the return of all deposit.

Sellers Initials

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Purchaser's Initials

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TIME IS OF THE ESSENCE as to the INSPECTION DEADLINE and any NOTICE OF PURCHASER’S TERMINATION of the Contract pursuant to this Addendum.

If notice of Purchaser’s decision to terminate the Contract based upon the results of the property inspection(s) is not provided to Seller as set forth in option A, B or C above, or if the inspection(s) is not fully performed and completed, including results of all tests conducted as part of such inspection(s), by the INSPECTION DEADLINE, this contingency shall be deemed waived and shall be of no further force and effect.

In the event Purchaser terminates this Contract in accordance with the provisions of this Property Inspection Contingency Addendum, all Contract Deposit(s) shall be forthwith returned to Purchaser subject to the rules and regulations applicable to Escrow Agent, 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 deliver of all Contract Deposit(s).

Any notices required to be sent under this Property Inspection Contingency Addendum shall be sent in accordance with Section 28 of this Contract.

Seller hereby agrees to provide access to the Property upon reasonable prior notice for purposes of above inspection(s). Any damage caused to the Property as a result of the inspection(s) shall be Purchaser’s responsibility.

Seller:
(Signature) Date

Purchaser:

David Last

dotloop verified
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VSWN-MGW4-3EKA-2JRT

(Signature) Date

Seller:
(Signature) Date

Purchaser:

Alison Last

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1FNQ-ITUU-UL6R-FIAT

(Signature) Date

Seller:
(Signature) Date

Purchaser:
(Signature) Date

Seller:
(Signature) Date

Purchaser:
(Signature) Date



Vermont Mandatory Flood Disclosure



Date Prepared: 08/23/2024

Seller's Name(s): _____

Property Address: 781 Weeks Hill Road Stowe, VT 05672
 Street City/Town

27 V.S.A. § 380 requires all Sellers of real property in Vermont to disclose the flood status of their property to the Purchaser. The FEMA search engine can be found at <https://msc.fema.gov/portal/home>.

Descriptions of FEMA's flood hazard areas can be found at <https://www.fema.gov/glossary/flood-zones>.

FEMA flood map number 5000660077E Map effective Date 8/4/2005

1	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Special Flood Hazard Area?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the real property located in a Federal Emergency Management Agency (FEMA) mapped Moderate Flood Hazard Area?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3	Has the real property been subject to flooding or flood damage while the seller possessed the property, including flood damage from inundation or from flood-related erosion or landslide damage?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3a	If yes, please describe:		
4	Does the seller maintain flood insurance on the real property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Seller has completed this form personally, reviewed the FEMA map and associated data themselves, and has not relied upon anyone else to provide this information.

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

Seller: [Signature] 8/23/24 Seller: _____
 (Signature) (Date) (Signature) (Date)

Seller: _____ Seller: _____
 (Signature) (Date) (Signature) (Date)

Purchaser acknowledges receipt of this Disclosure

Purchaser: David Last 09/28/24 8:02 PM EDT Purchaser: _____
 (Signature) (Date) (Signature) (Date)

Purchaser: Alison Last 09/28/24 8:06 PM EDT Purchaser: _____
 (Signature) (Date) (Signature) (Date)



SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER



Date Prepared: _____

Seller's Name(s): Stephen P. Furlong

Physical Property Address: 781 Weeks Hill Road Stowe
Street 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 type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(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"/> Shared Driveway Other (explain): _____ Annual Cost(s): _____			
(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

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Purchaser's Initials

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(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 checked="" type="checkbox"/> NO	<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? <u>Blaze orange tape</u>	<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>11/2021</u> By whom? <u>little River Survey</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(m)	Are copies of any of the following available? <input type="checkbox"/> Site Plan <input checked="" type="checkbox"/> Survey <input type="checkbox"/> Tax Map <input type="checkbox"/> Subdivision Plan/Sketch	<input checked="" type="checkbox"/> YES	<input 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, 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:

2. MECHANICAL, ELECTRICAL, APPLIANCES & OTHER SYSTEMS

HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	Heating System (check all that apply): <input checked="" type="checkbox"/> Base Board <input type="checkbox"/> Hot Air <input checked="" type="checkbox"/> Radiant <input checked="" type="checkbox"/> Heat Pump <input type="checkbox"/> Direct <input type="checkbox"/> Vent <input type="checkbox"/> Steam Other (explain): _____ Age of Furnace/Boiler: _____ <input type="checkbox"/> Don't Know Primary Fuel Type: <input checked="" 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): _____ Primary Annual Fuel Usage: \$ <u>1077</u> Gallons (or other measure) Date Range: <u>9/23-9/24</u> Provider: <u>Freds</u> Secondary Fuel Type: <input type="checkbox"/> Oil <input type="checkbox"/> Natural Gas <input checked="" 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): <u>Also used for cooking and hot water</u> Secondary Annual Fuel Usage: \$ <u>561</u> Gallons (or other measure) Date Range: <u>9/23-9/24</u> Provider: <u>Freds</u> If propane, who owns propane tank? <input type="checkbox"/> Owner <input type="checkbox"/> Propane Supplier <input type="checkbox"/> Association Property used: <input type="checkbox"/> Full Time <input type="checkbox"/> Seasonally <u>Fuel consumption may vary by user, number of occupants and weather conditions.</u>			
(b)	Air Conditioning: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," describe type and number of units (central, heat pump, window, etc.) <u>mini split 3 indoor units</u>			
(c)	Hot Water System (check all that apply): <input type="checkbox"/> Hot Water Tank <input type="checkbox"/> Domestic/Off Boiler <input checked="" type="checkbox"/> On Demand <input type="checkbox"/> Heat Pump Water Heater Age of Hot Water System: <u>2017</u> <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)	Alternative Energy System(s) (check all that apply): <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)	Electrical System: Electrical service panel has: <input type="checkbox"/> Fuses <input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Other (explain) _____ Annual electricity usage: \$ <u>1485</u> Date Range: <u>9/23-9/24</u> Electric utility provider: <u>Stowe electric</u> Property used: <input type="checkbox"/> Full <input checked="" type="checkbox"/> Time Seasonally <u>Electricity consumption may vary by user, number of occupants, number of appliances and weather conditions.</u> Main Breaker Amperes: _____ Amps <input checked="" type="checkbox"/> Don't Know			
(f)	Has a Vermont Home Energy Profile been created? If yes, when? _____ By whom? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(g)	Are you aware of any problems or conditions that affect any of the above systems? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "Yes," explain in detail: _____			

Seller's Initials

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Purchaser's Initials

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TELEPHONE/INTERNET/TELEVISION

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

OTHER EQUIPMENT AND APPLIANCES

(l)	Check the items that will be included in the sale of the Property: <input type="checkbox"/> Electric Garage Door Opener - Number of Transmitters _____ <input type="checkbox"/> Security Alarm System <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Humidifier <input checked="" type="checkbox"/> Dehumidifier <input type="checkbox"/> Lawn Sprinklers <input type="checkbox"/> Automatic Timer <input type="checkbox"/> Smoke Detectors - How Many? _____ <input type="checkbox"/> Whirlpool Bath <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Pool Heater <input type="checkbox"/> Spa/Hot Tub <input type="checkbox"/> Pool/Spa Equipment (list): _____ <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Stove <input type="checkbox"/> Hood/Fan <input checked="" type="checkbox"/> Microwave Oven <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Garbage Disposal <input type="checkbox"/> Trash Compactor <input checked="" type="checkbox"/> Washer <input checked="" type="checkbox"/> Dryer <input type="checkbox"/> Central Vacuum <input type="checkbox"/> Freezer <input type="checkbox"/> Intercom <input checked="" type="checkbox"/> Ceiling Fans <input type="checkbox"/> Woodstove <input type="checkbox"/> Sump Pump <input type="checkbox"/> Well Pump <input type="checkbox"/> Satellite Dish <input checked="" type="checkbox"/> Indoor/Outdoor Grill <input type="checkbox"/> Attic Fan(s) <input type="checkbox"/> Window A/C <input checked="" type="checkbox"/> Mini Split <input type="checkbox"/> Compost Bin <input checked="" type="checkbox"/> Wood/Gas/Pellet/Other Stove (describe): <u>propane heat stove in living room</u> <input type="checkbox"/> OTHER: <u>Water softener & whole house water filter</u> List additional equipment and appliances, including any AC units, that will be excluded from the sale of the Property: _____ Are any of the items that will be included in the sale of the Property in need of repair or replacement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "yes", explain in detail: _____
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3. STRUCTURAL COMPONENTS

Type of construction (check all that apply) <input type="checkbox"/> Manufactured <input type="checkbox"/> Modular <input checked="" type="checkbox"/> Wood Frame <input type="checkbox"/> Other (describe): _____
Age of Building(s): Main Bldg. <u>1985</u> Additions to Main Bldg. _____ Additional Building(s): (a) _____ (b) _____
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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please explain: <u>Added mini-split A/C</u>
If "yes," did you obtain all necessary permits and approvals for such work? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know
Check any of the following items that have significant defects or malfunctions or that need significant repair: <input type="checkbox"/> Foundation <input type="checkbox"/> Slab <input type="checkbox"/> Chimney <input type="checkbox"/> Fireplace <input type="checkbox"/> Interior Walls <input type="checkbox"/> Ceilings <input type="checkbox"/> Floors <input type="checkbox"/> Windows <input type="checkbox"/> Doors <input type="checkbox"/> Storms/Screens <input type="checkbox"/> Exterior Walls <input type="checkbox"/> Driveway <input type="checkbox"/> Sidewalks <input type="checkbox"/> Pool <input type="checkbox"/> Roof <input type="checkbox"/> Outside Retaining Walls <input type="checkbox"/> 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW If "Yes," explain in detail, including any repairs: _____

Seller's Initials DL

Purchaser's Initials DL AL
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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? _____

ROOF: ☒ Shingle ☐ Slate ☐ Metal ☐ Tile ☐ Other (describe) _____ ☐ Don't Know

Approximate age of roof? _____

Has the roof ever leaked since you have owned the Property? ☐ YES ☒ NO ☐ DON'T KNOW

If "Yes," explain: _____

Has the roof been replaced or repaired since you have owned the Property? ☐ YES ☒ NO ☐ DON'T KNOW

If "Yes," when? _____

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 or continue to function for any period of time. Inspection of these systems by a qualified inspector is strongly recommended. As required by law, 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 ☐ Driven Point Well ☐ On-site ☐ Off-site

☐ Drilled Well ☒ Dug Well ☐ Spring ☐ Lake/Pond ☐ None ☐ Don't Know ☐ Other _____

Water System Features: ☐ Cistern/Reservoir/Holding Tank ☒ Water Softener/Conditioner ☒ Reverse Osmosis

☐ Infrared Light ☐ Ultraviolet ☐ Other: _____ ☐ None ☐ Don't Know

Water Pipes are: ☐ Copper ☐ Galvanized ☐ Metal Lead ☐ PVC (Plastic) ☐ Combination ☒ Don't Know

Age of Water System: _____

If Drilled Well: Drilled by: _____ Tag #: _____ Depth: _____

Gallons Per Minute (at time of driller's report): _____ Date of driller's report: _____

What is the annual cost for municipal water \$ _____ Date Range: _____ Metered ☐ YES ☐ NO

CONDITION OF WATER AND WATER SYSTEM

Has the water been tested for coliform bacteria? ☐ YES ☐ NO ☒ DON'T KNOW

If "Yes," when? _____ By whom? _____ Results: _____

Has any other water quality or water chemistry testing been done? ☐ YES ☐ NO ☐ DON'T KNOW

If "Yes," when? _____ By whom? _____ Results: _____

Water softener ☒ YES ☐ NO If "Yes," ☒ Own ☐ Rent If rented, from whom: _____


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: _____

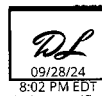
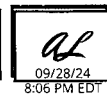
Does the water have any odor, bad taste, cloudiness or discoloration? ☐ YES ☒ NO If "Yes," describe in detail: _____

Describe in detail any other problems you have had with your water system, including water quality or quantity: _____

Seller's Initials



Purchaser's Initials

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5. SEWER/SEPTIC/WASTEWATER SYSTEM

Special Notice: Sewer septic and wastewater systems that are not public or municipal 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): <input type="checkbox"/> Public or Municipal Sewer System <input type="checkbox"/> Shared <input checked="" type="checkbox"/> On-site septic/wastewater system <input type="checkbox"/> Off-site septic/wastewater system <input checked="" type="checkbox"/> Septic Tank <input type="checkbox"/> New or Alternate Technology (explain technology) <input type="checkbox"/> Holding Tanks <input type="checkbox"/> Cesspool <input type="checkbox"/> Sewage Pump <input type="checkbox"/> Dry Well <input type="checkbox"/> Conventional disposal area <input checked="" type="checkbox"/> Mound System disposal area <input type="checkbox"/> At Grade <input type="checkbox"/> Other <input type="checkbox"/> Don't Know If other, please explain: _____ What is the annual cost of municipal sewer? \$ _____ Date Range: _____	
CONDITION OF SYSTEM If other than public or municipal sewer/wastewater system, answer the following: Date system installed: _____ Is the system entirely on your Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW If "No," where is it? _____	
Has the system been repaired since you have owned the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," when? _____ What was done? <u>Pumped out + New Blower</u> By whom? <u>Bundy</u>	
Type of septic tank: <input type="checkbox"/> Concrete <input type="checkbox"/> Metal <input type="checkbox"/> Fiberglass <input type="checkbox"/> Other (describe) _____ <input checked="" type="checkbox"/> Don't Know Septic tank capacity (in gallons) _____ <input type="checkbox"/> Don't Know Date Septic Tank Last Inspected? _____ <input type="checkbox"/> Don't Know Reports of last inspection/pumping attached <input type="checkbox"/> YES <input type="checkbox"/> NO Date Septic Tank Last Pumped? <u>8/24</u> <input type="checkbox"/> Don't Know By whom? <u>Bundy</u> If required by a State of Vermont wastewater permit, have required periodic maintenance/inspections been completed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If so, date of most recent service _____ Cost: \$ _____ By whom: _____	
To your knowledge, is any portion of the system in need of repair or replacement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "Yes," describe in detail: _____	
Has the property been occupied as a primary residence for at least 181 days during any one calendar year between December 31, 1986 and December 31, 2006? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW	

6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a)	Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(b)	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	
(c)	Is property enrolled in Vermont's Current Use program?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(d)	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	
(e)	Are there any property tax abatements, land use value appraisal, land use tax stabilization agreements or other special property tax arrangements applicable to the Property? If yes, explain: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(f)	If the house was built after December 31, 1997, is a Residential Building Energy Standard (RBES) certification available?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(g)	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	
(h)	Does the property have Urea-Formaldehyde Foam Insulation?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(i)	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

Seller's Initials

BA

Purchaser's Initials

DL AL
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(j)	Has the Property been tested for Radon Gas? If "Yes," when? <u>3/2020</u> By whom? <u>Covered Bridge</u> Results: <u>Pass</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(k)	Has paint containing lead been used on the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(l)	Does the Property have evidence of mold? If "Yes," what has been done about the mold?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(m)	Are you aware of any off-site conditions in your neighborhood/community that could 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	
(n)	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
(o)	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
(p)	Is the Property currently under warranty or other coverage by a pest control company?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(q)	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
(r)	Does the Property have any audio and/or video surveillance or recording equipment? If Yes, will said equipment be active during showings? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(s)	Further explanation of answers to any of the above: <u>Ring Camera on back Deck</u>			

7. CONDOMINIUMS/SUBDIVISIONS/HOMEOWNERS' ASSOCIATIONS

(a)	Is the Property part of a condominium or other common interest ownership association 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 pets allowed? If yes, what is allowed?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(e)	Are there any rental restrictions?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(f)	Are there any homeowners' association dues associated with the Property? If "Yes," amount: \$ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(g)	Are there any special assessments on the Property? If "Yes," amount: \$ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly Purpose of special assessments: Years or term remaining on any outstanding special assessments:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(h)	Are there any current actions, disputes or lawsuits pending between the homeowners/condominium owners' association and any other parties? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(i)	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.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(j)	Contact person/manager for condominium/homeowner association: Name: _____ Phone number/e-mail: _____			

Further explanation of any of the above:

Seller's Initials BT

Purchaser's Initials DL AL
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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: <div><div><i>Stephen Furley</i></div><div>9/23/24</div></div> <div>(Signature) (Date)</div>	Purchaser: <div><div><i>David Last</i></div><div>dotloop verified 09/28/24 8:02 PM EDT C7WO-1L3T-IF7O-N3FU</div></div> <div>(Signature) (Date)</div>
Seller: <div><div></div><div></div></div> <div>(Signature) (Date)</div>	Purchaser: <div><div><i>Alison Last</i></div><div>dotloop verified 09/28/24 8:06 PM EDT 8VJR-SSZX-DC9S-QREK</div></div> <div>(Signature) (Date)</div>
Seller: <div><div></div><div></div></div> <div>(Signature) (Date)</div>	Purchaser: <div><div></div><div></div></div> <div>(Signature) (Date)</div>
Seller: <div><div></div><div></div></div> <div>(Signature) (Date)</div>	Purchaser: <div><div></div><div></div></div> <div>(Signature) (Date)</div>