

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
Eric Schoeberlein		
Jennifer Schoeberlein		

Seller's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Donna Haggett		

- Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between:
 Donna Haggett (Seller) and
 Eric and Jennifer Schoeberlein (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:** Two hundred and twenty five thousand U.S. Dollars (\$ \$225,000)
- Contract Deposit:** \$ 2,000 (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** n/a **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 Company Realtors ("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:
 - Property Address: 685 Beach Road, Elmore, VT 05657 ; and/or
 Street City/Town
 - Seller's Deed recorded in Volume 46 at Page(s) 517 of the Town of Elmore Land Records; and/or
 - Parcel ID Number: ; and/or
 - SPAN Number: 201-064-10223
 - The Property is further described as:
 A single family residence and all attached improvements
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 03/23/2018 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

DS			
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Purchaser's Initials

ES	JS		
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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 95 % of the purchase price for a term of 30 years at an interest rate not higher than prv % fixed for the term of the loan or prv % variable on the date of closing with not more than prv points to be paid at Closing. Purchaser agrees to act diligently to obtain such financing and shall, **within 10 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** March 16, 2018, **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:**

3% of the purchase price due back from the seller at closing for closing costs, prepaids, escrows

~~Prebate to benefit the purchaser.~~ Seller retains prebate on.

Offer contingent on property inspection and financing.

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

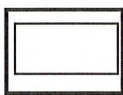
<u>DS</u>			
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Purchaser's Initials

<u>ES</u> 01/15/18 1:10PM EST	<u>JS</u> 01/15/18 1:12PM EST		
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- 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 Company Realtors / Morrisville

Penny Mason-Anderson

Agency

Agent

5 Northgate Plaza Suite #5, PO Box 507, Morrisville, VT 05661

Street Address/P.O. Box

City/Town

State

Zip

penny.masonanderson@pallspera.com

Email

Fax No.

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

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

Keller Williams Vermont

Erin McCormick

Agency

Agent

68 Randall Street, South Burlington, VT 05403

Street Address/P.O. Box

City/Town

State

Zip

erin@herggroup.com

Email

Fax No.

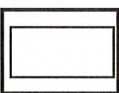
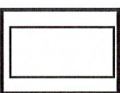
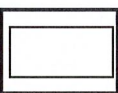
30. **Contract Date.** No binding contract shall be created or deemed to exist between Seller and Purchaser unless all terms and conditions of any offer(s) and/or counteroffer(s), including any addenda or supplemental conditions are agreed to in writing, **signed** (with any changes **initialed**) by **both** Seller and Purchaser and **notification** thereof provided in the manner required by Section 29 not later than 01/16/2018 12 ☐ 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”

DH.

X — X

PURCHASER'S AGREEMENT TO PURCHASE

Purchaser: Eric Schoeberlein dotloop verified 01/15/18 1:10PM EST 2T23-CVPA-TMUL-W6QG
(Signature) Date and Time (EST/EDT)

Purchaser: Jen Schoeberlein dotloop verified 01/15/18 1:24PM EST W2MW-WYBC-TXBJ-75DQ
(Signature) Date and Time (EST/EDT)

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

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

SELLER'S AGREEMENT TO SELL

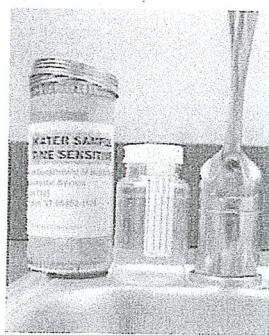
Seller: Dana Heggel 1-16-18 11:18am
(Signature) Date and Time (EST/EDT)

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

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

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

Testing Drinking Water from Private Water Supplies



If you are drilling a new well or buying real estate with a well –

The Health Department recommends the following testing schedule to ensure that your drinking water is safe:

- Total coliform bacterial test every year
- Inorganic chemical test every five years
- Gross alpha radiation screen every five years

Total Coliform Bacteria

A Total Coliform bacterial test is recommended every year for homeowners with private wells. Coliform bacteria are a large group of soil and intestinal bacteria that indicate potential well contamination and may cause health problems. However, coliform bacteria do not necessarily make you sick. If Total Coliform bacteria are found, the water is then checked for *E. coli* bacteria. Test results show whether recent animal or human waste has entered the water. Do not drink water that has tested positive for bacterial contamination. Boiling water for one minute will kill bacteria so that it can be used for drinking.

Inorganic Chemical Test

This screen is recommended every five years. Recommended tests include arsenic, chloride, copper, fluoride, hardness, iron, lead, manganese, total nitrate plus nitrite, sodium and uranium.

These inorganic chemicals can create nuisance problems, or in some cases, health symptoms or concerns. When you receive test results they will be compared with maximum levels.

Gross Alpha Screen

A screen for alpha radiation is recommended every five years. This is a screening test for naturally occurring mineral radioactivity in water such as uranium and radium. This radioactivity is measured and reported in picocuries per liter (pCi/l). The gross alpha test will help determine if additional specific testing is needed. If screening results are equal to or greater than 5 pCi/l, the water should also be tested for radium. If the screening results are equal to or greater than 15 pCi/l, the water should be tested for radium and uranium.

Certified Laboratories

You can order test kits from the Health Department Laboratory at (800) 660-9997 or (802) 863-7335 – or use another certified drinking water lab: healthvermont.gov On tab marked A – Z, click “w” for water testing and scroll down for the link to the list.

If your water has an unusual smell, taste, color or sheen –

Switch to another safe water source until test results are known. Call the Health Department at (800) 439-8550 or (802) 863-7220.



Health Concerns

Health symptoms related to drinking water that is contaminated with coliform bacteria can range from no effects to severe cramps and diarrhea. Potential health effects from chemicals in drinking water depend on the level in the water, how much and how long the water has been used for drinking and, in some cases, personal health issues.

The following are concerns related to specific chemicals found in drinking water:

- **Arsenic** has been linked to increased lifetime risk for bladder, lung, or skin cancer. The maximum level for arsenic in water is 0.010 milligrams per liter (mg/l).
- **Chlorides** do not cause health problems, but high chloride levels in drinking water give water an unpleasant taste and may be a sign of other problems. The maximum level for chlorides in water is 250 mg/l.
- **Copper** is an important mineral for the formation of red blood cells. Copper can stain plumbing fixtures and give the water a metallic taste. High amounts of copper in water can cause stomachaches, vomiting, or diarrhea. The maximum level for copper in water is 1.3 mg/l.
- **Fluoride** is a mineral found in nature that helps the body resist tooth decay. It is important to know if well water contains fluoride so adjustments can be made before making infant formula or giving children supplements. The maximum level for fluoride in water is 4.0 mg/l.
- **Hardness** causes no known health risks but can cause reduced lathering of soap, and buildup of scale in water heaters, cookware and plumbing. No limits are established for water hardness.
- **Iron** is an essential element and does not generally cause health effects. However, high amounts of iron can cause staining of clothing, sinks, toilets and bathtubs. Iron can give water a metallic taste. The maximum level for iron in water is 0.3 mg/l.
- **Lead** is a toxic metal, especially for children under 6 and pregnant women. In young children, lead can hurt the brain, kidneys and nervous system. Older plumbing can contain lead. The action level for lead in water is 0.015 mg/l.
- **Manganese** is an essential element for human metabolism. However, manganese can discolor water and stain clothing and bathroom fixtures grey/black. The maximum level for manganese in water for staining is 0.050 mg/l.
- **Nitrate/Nitrite** in elevated levels are linked with two known health problems. They can cause an oxygen deficiency in the blood of young infants, resulting in a bluish skin tone. In adults, nitrates can form chemicals called nitrosamines. This is a long term health risk linked to cancer. Elevated nitrate levels in well water may also indicate contamination from sources such as septic systems or fertilizers. The maximum level for total nitrate plus nitrite in water is 10.0 mg/l.
- **Sodium** is a necessary dietary element and can occur naturally in water. Water with high levels of sodium tastes salty, can corrode metal piping, and can contribute to high blood pressure. Salt from road de-icing may cause sodium levels to rise in wells close to roads. The maximum level for sodium in drinking water is 250 mg/l.
- **Uranium** is a radioactive element found in nature, including soil, water, rocks, plants and food. Most ingested uranium is eliminated from the body, but a small amount is absorbed and may go through the bloodstream and kidneys. Elevated levels of uranium may increase a person's risk of kidney damage or lifetime risk of cancer. The maximum level for uranium is 0.020 mg/l in Vermont.



November 2012





PERSONAL PROPERTY ADDENDUM

Addendum to Purchase and Sale Contract between
Donna Haggett (Seller) and
Jen Schoeberlein and Eric Schoeberlein (Purchaser)
Property Location 658 Beach Road, Elmore, VT 05661 (Property)
685 Street City/Town

For the convenience of the transaction, the following personal property shall be conveyed to Purchaser at Closing at no monetary value:

Range - Gas	Central Vacuum
Refrigerator	Dehumidifier Not a dehumidifier.
Microwave	Above-ground Pool
Dishwasher	New pool pump still in box
Dryer	
Washer	

☐ See attached for additional items

At Closing, Seller shall convey, assign and deliver to Purchaser all of Seller's right, title and interest in and to the personal property described herein and in any attachment hereto and shall convey the same free and clear of all liens, attachments and encumbrances. All such items shall be conveyed "AS IS." There are no express or implied warranties of any nature relating to the conveyance of these items, including warranties of merchantability and/or fitness for a particular purpose. Purchaser understands that Seller is not a merchant with respect to these items.

Seller: <u>Donna Haggett</u> <u>1/16/18</u> (signature) Date	Purchaser: <u>Jen Schoeberlein</u> (signature) Date <small>dotloop verified 01/15/18 1:24PM EST CZ35-FBXU-FJXN-4E4V</small>
Seller: _____ (signature) Date	Purchaser: <u>Eric Schoeberlein</u> (signature) Date <small>dotloop verified 01/15/18 1:10PM EST ZS05-OMEH-15CE-DFEB</small>
Seller: _____ (signature) Date	Purchaser: _____ (signature) Date
Seller: _____ (signature) Date	Purchaser: _____ (signature) Date

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Referring to a certain Purchase and Sale Agreement dated Donna Haggell, between
Jen Schoeberlein and Eric Schoeberlein Donna Haggell, Purchaser(s), and
Donna Haggell, Seller (s), of the property:
658 Beach Road, Elmore, VT 05661

INSPECTIONS

☐ YES/NO **Chimney** ☐ Seller(s) ☐ Purchaser(s) shall have chimney inspected by a professional who will provide Purchaser(s) with written notification within _____ days of acceptance of this agreement that the chimney is in satisfactory operating condition.

☒ YES/NO **Septic** ☒ Seller(s)/ ☐ Purchaser(s) shall have the septic tank pumped by a local septic service who will provide Purchaser(s) with written notification within 14 days of acceptance of this agreement that the system is in satisfactory operating condition.

☒ YES/NO **Furnace** ☒ Seller(s)/ ☐ Purchaser(s) shall have the heating system (Monitors) cleaned by a heating system professional who will provide written notification within 30 days due to demand on heating professionals days of acceptance of this agreement that the heating system is in satisfactory operating condition.

☒ YES/NO **Structure** This agreement is contingent on Purchaser's receipt of a professional inspection report, paid for by Purchaser(s) showing the property to be free of any defects to include structural, mechanical, electrical or plumbing. **Inspection report shall be to Purchaser's satisfaction.** Purchaser(s) shall have 14 days from acceptance of this agreement to notify Seller(s) of their desire to terminate this contract on account of such inspections.

☒ YES/NO **Radon** This sale is contingent on Purchaser(s) receiving, at Purchaser(s) expense, a professional report showing the property to be within acceptable Federal guidelines for radon within 14 days of this agreement.

☒ YES/NO **VT Division of Fire & Safety** This agreement is subject to Seller being in compliance with the VT Division of Fire & Safety's code, which may include but is not limited to: hardwired CO detector, fire extinguisher and basement egress.

☐ Other.

- 1) Seller had septic pumped in July 2018 and will send receipt within 14 day of this contract.
- 2) 30 days for seller to get furnace cleaned due to busy heating professionals.

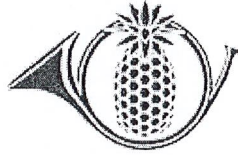
This Addendum is to be attached to and form a part of the above mentioned Purchase and Sale Agreement.
All other terms and conditions are to remain as stated

Jen Schoeberlein
Purchaser
Date
dotloop verified
01/15/18 1:24PM EST
7UOS-PB11-TERZ-ZK2C

Eric Schoeberlein
Purchaser
Date
dotloop verified
01/15/18 1:10PM EST
YX2R-M1GF-RVLX-NKPS

Donna Haggell
Seller
Date
1-16-18 1-16-18

Seller
Date



PALL SPERA COMPANY
REALTORS, LLC

Attorney Review

Attorney's Review. The content of this Contract shall meet with the approval of the Purchaser's and Seller's respective attorneys. Said reviews shall be completed within Seven (7) CALENDAR DAYS of signed acceptance of this Contract. If the Purchaser's or Seller's attorney does not approve of this Contract as written (exclusive of the purchase price, closing date and mortgage contingency provisions), then said "Purchaser" or "Seller", or the respective attorney will:

- 1) Propose to the other party such modifications, amendments, clarifications, or supplemental provisions as they deem necessary to cause the Contract and related documents to be satisfactory and acceptable to them. Any and all changes shall be subject to both parties approval and written consent; or
- 2) Should agreement between parties not be forthcoming, then "dissatisfied" party may choose to terminate the Contract by notifying the other party within Three (3) CALENDAR DAYS of knowledge that parties can not come to a mutual agreement of the issue.

If no notification is given to the Seller of the Purchaser's attorney's disapproval, or to the Purchaser of Seller's attorney's disapproval, within Seven (7) CALENDAR DAYS of Seller's acceptance of this Contract, this contingency shall be deemed waived.

Diana Haggell 1-16-18
Seller Date

Purchaser Date

Seller Date

Purchaser Date

Borrower(s): Jennifer Schoeberlein, and Eric Schoeberlein

Date: 01/15/2018

Property Address: 685 Beach Road

City / State / Zip: Elmore VT, 05657

Sales Price: \$225,000.00

Down Payment: \$11,250.00

Mortgage Amount: \$213,750.00

Loan Program and Term: Conventional Fixed, 360 mths

Occupancy Type: Primary Residence

Maximum Qualifying Rate: 4.250%

LTV: 95.000%

Proposed Monthly Principal & Interest: \$1,051.52

Expiration Date: 03/15/2018

Proposed Monthly Taxes & Maintenance (including property tax, insurance, HOA, Mortgage Insurance): \$374.25

Mortgage Loan Originator: David Hogan

NMLS #: 474207

Comments:

Congratulations! You have been pre-approved for a mortgage loan based on the terms listed above and subject to the conditions below:

- * Receipt of a valid fully executed contract of sale.
- * Receipt of a satisfactory appraisal report and property requirements indicating acceptable value and condition.
- * Satisfactory final verification of employment, income and assets.
- * Compliance with all conditions contained in your loan approval or mortgage commitment once issued.
- * Availability of the loan program you have chosen at the time you select a property.

This pre-approval is based on our review of your credit report, as well as financial information and representations that you have voluntarily provided. HomeBridge Financial Services, Inc. ("HomeBridge") reserves the right to cancel this pre-approval if: any of the information you have provided has materially changed at the time you submit your complete application; or if we cannot confirm the information independently; or if the information is found to be false in any material way; or if there is an adverse change in your financial condition at the time your application is submitted. HomeBridge will update your information at the time your property is selected and your application is complete. It is your responsibility to notify your Mortgage Loan Originator of any changes in your financial situation.

Please note that HomeBridge cannot guarantee your interest rate at this time. Once you have selected a property and completed your application, you will be provided with information regarding your interest rate lock-in options.

This pre-approval is not transferable and is not a mortgage commitment, final loan approval or commitment to lend.

Please call your Mortgage Loan Originator with any questions you may have regarding this pre-approval or the completion of your mortgage loan application and the next steps in your loan process.

David Hogan

Mortgage Loan Originator Signature

01/15/2018

Date



SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER

Date Prepared:

Seller's Name(s):

Donna Haggett

Property Address:

685 Beach Road

Elmore

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).

I. LAND (SOILS, DRAINAGE, BOUNDARIES AND EASEMENTS)

(a)	Has any fill or off-site material been placed on the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" 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 checked="" type="checkbox"/> YES	<input 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 type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input 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"/> Private (by owner) Annual Cost(s): <u>\$0 TOWN</u> 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

DH

Purchaser's Initials

ES JB

(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 type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? <u>way back when</u> By whom? _____	<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 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 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 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 type="checkbox"/> Radiant <input type="checkbox"/> Heat Pump <input type="checkbox"/> Direct Vent <input type="checkbox"/> Other (explain): _____ Age of Furnace/Boiler: _____ <input type="checkbox"/> Don't Know 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): _____ Annual Fuel Usage: _____ Gallons (or other measure) Provider: <u>Frieds</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)	Air Conditioning: <input type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," describe (central, heat pump, window, etc.): _____
(c)	Hot Water System (check all that apply): <input type="checkbox"/> Hot Water Tank <input type="checkbox"/> Domestic/Off Boiler <input type="checkbox"/> On Demand <input type="checkbox"/> Heat Pump Water Heater Age of Hot Water System: _____ <input checked="" type="checkbox"/> Don't Know <u>can't remember</u> 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>\$120-150 monthly</u> Electric utility provider: _____ 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: <u>100</u> Amps <input 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 checked="" type="checkbox"/> NO If "Yes," explain in detail: _____

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

Seller's Initials

DA

Purchaser's Initials

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01/15/18

JS
01/15/18

(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 1 ☐ Security Alarm System ☐ Owned ☐ Leased ☐ Humidifier
☐ Dehumidifier ☐ Lawn Sprinklers ☐ Automatic Timer ☒ Smoke Detectors - How Many? 5 ☐ 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? 4 yrs.

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

Seller's Initials

DT

Purchaser's Initials

ES
01/15/18
1:34PM EST

BS
01/15/18
1:34PM EST

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
☐ 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: _____ ☐ None ☐ Don't Know
 Water Pipes are: ☒ Copper ☐ Galvanized Metal ☐ Lead ☐ PVC (Plastic) ☐ Combination ☐ Don't Know
 If Drilled Well: Drilled by: Manosh Tag #: _____ Depth: _____
 Gallons Per Minute (at time of driller's report): _____ Date of driller's report: _____

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: _____ 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: _____
 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 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):
☐ Public or Municipal Sewer System ☐ On-site septic/wastewater system ☐ Off-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: 2007 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? _____
 What was done? 2007 New System By whom? _____
 Type of septic tank: ☒ Concrete ☐ Metal ☐ Fiberglass ☐ Other (describe) _____ ☐ Don't Know
 Septic tank capacity (in gallons) 1000 ☐ Don't Know
 Date Septic Tank Last Inspected? _____ ☐ Don't Know Reports of last inspection/pumping attached: ☐ YES ☐ NO
 Date Septic Tank Last Pumped? 2017 ☐ Don't Know By whom? Michael
 To your knowledge, is any portion of the system in need of repair or replacement? ☐ YES ☒ NO If "Yes," describe in detail: _____

Seller's Initials

DA

Purchaser's Initials

ES
01/15/18
1:10PM EST

BS
01/15/18
1:24PM EST

6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a)	Age of Building(s): Main Bldg. <u>1989</u> Additions to Main Bldg. <u>2012</u> 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: _____	<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 checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(l)	If "Yes," when? _____ By whom? _____ Results: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(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 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 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 type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(d)	Are any required storm water permits current? _____	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Seller's Initials

D 7

Purchaser's Initials

E B

(e)	Are there any homeowners' association or "common area" expenses or assessments affecting the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(f)	Are there presently any outstanding special assessment(s) on the Property? If "Yes," amount: \$	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
(g)	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: _____ 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 checked="" type="checkbox"/> YES	<input 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 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:

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: <u>Donna Hegg</u> <u>8-29-17</u> (Signature) (Date)	Purchaser: <u>Eric Schoeberlein</u> (Signature) <u>dotloop verified 01/15/18 1:10PM EST GP3E-YO2J-VH1W-1W1H</u> Date
Seller: _____ (Signature) Date	Purchaser: <u>Gen Schoeberlein</u> (Signature) <u>dotloop verified 01/15/18 1:24PM EST J9B5-PYJA-ORHL-I8MK</u> Date
Seller: _____ (Signature) Date	Purchaser: _____ (Signature) Date
Seller: _____ (Signature) Date	Purchaser: _____ (Signature) Date