

Caitlin and Dr. Adam Quinn  
150 Mulberry Lane, Unit 407  
Burlington, Vermont 05401

Eric and Susan Cohen  
382 Lang Farm Rd  
Stowe, Vermont 05672

Dear Mr. and Mrs. Cohen,

To say we love your home is an understatement. From the moment we turned off of Stowe Hollow road and onto beautiful Lang Farm road we knew the location of your home was perfect. Adam and I are avid outdoors people, we both were Division I athletes in college (Cross Country and Track), Adam a world class Ironman following college in 2013 (trained and competed while during his first and second year of medical school), and currently we are both training for our next running endeavor whenever the time deems it safe during this COVID-19 pandemic. Your home would give us access to endless Stowe adventures year-round, for the rest of our lives. To be able to come home to such a beautifully home overlooking the pond and the mountains would be an absolute dream.

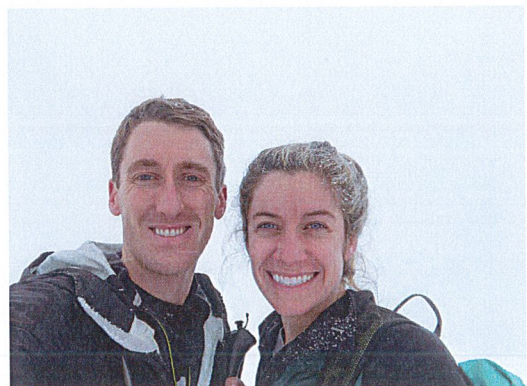
The second we walked in to the open ornate hallway, then the large reading room that flows into the high ceiling living room with such a beautiful stove and fireplace, with windows highlighting the tranquil view throughout, we new the house was perfect. The kitchen and open dining space, again highlighting a perfect view, is where we will host family holidays and community dinners for years to come. We are both from large families and the extra rooms will be perfect for frequent family visits spent enjoying the view on the porch with a bottle of wine, followed by a late night movie showing in your perfectly completed theatre. The studio has to be one of our favorite rooms in the house! I love painting and ever since I was a little girl I dreamed of having a studio to enjoy my hobby - although I never could have dreamed of one this nice!

Adam is an emergency medicine physician, and I am an epidemiologist at the Vermont Department of Health. Your home would provide us the tranquility we seek during these trying times while working on the pandemic, and long after it is over. We just recently eloped at the end of August at my parents' home on Schroon Lake (thanks COVID-19!) and we are looking for our forever home to start a family in the beautiful mountains of Vermont. Your home would give us our dream home and more. Thank you for considering our offer.

Sincerely,

Adam and Caitlin

Adam and I on top of Camels Hump on a snowy day-  
Winter 2019





## 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
Adam Quinn		
Caitlin Quinn		

Seller's Full Name	Mailing Address	Telephone # / Fax # / E-Mail Address
Eric Cohen		

- Purchase and Sale Contract:** This Purchase and Sale Contract (Contract) is made by and between:  
Eric Cohen (Seller) and  
Adam and Caitlin Quinn (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:** eight hundred twenty-five thousand U.S. Dollars (\$825000.00)
- Contract Deposit:** \$ 10,000.00 (U.S. Dollars) as evidenced by ☒ Personal check ☐ Bank check ☐ Cash ☐ Wire transfer  
**Additional Contract Deposit of \$ NA (U.S. Dollars) is due within NA 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-Stowe ("Escrow Agent"). If no binding Contract is created by the Contract Date or if Purchaser withdraws any pending offer prior to Seller's acceptance of that offer and notification thereof, all Contract Deposits shall be promptly returned to Purchaser.
- Description of Real Property:** For purposes of this Contract, the Property is described as follows:  
A. Property Address: 382 Lang Farm rd Stowe ; and/or  
Street City/Town  
B. Seller's Deed recorded in Volume 77 at Page(s) 100 of the Stowe Land Records; and/or  
C. Parcel ID Number: 12060 ; and/or  
D. SPAN Number: 621-195-10549  
E. The Property is further described as:  
7 bedroom, 7 bathroom home on 3.7 acres  
**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 11/30/2020 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

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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 7 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 11/25/2020**, 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:**

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

Seller's Initials

Purchaser's Initials

  
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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

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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

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

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- 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

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Purchaser's Initials

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**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-Stowe		Pall Spera	
Agency		Agent	
1800 Mountain Road, Stowe VT 05672			
Street Address/P.O. Box	City/Town	State	Zip
pall.spera@pallspera.com			
Email		Fax No.	

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

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

KW Vermont		Brittany Roy	
Agency		Agent	
68 Randall St South Burlington VT 05403			
Street Address/P.O. Box	City/Town	State	Zip
BrittanyRoy@KW.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 10/16/2020 5:00 ☐ A.M. ☒ P.M. EST/EDT which shall constitute the

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



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

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

Seller's Initials

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Purchaser's Initials

			
	10/15/20 dotloop verified	10/15/20 dotloop verified	



**33. Time is of the Essence:** Time is of the essence with respect to all obligations and undertakings of Seller and Purchaser under this Contract **including the times for providing all notices required to be given.** Failure to act within the time period required shall constitute a breach of this Contract or waiver of the contingency or condition sought to be exercised.

**34. Purchaser acknowledges receipt of the following documents:**

- ☒ Vermont Real Estate Commission Mandatory Consumer Disclosure
- ☒ Vermont Department of Health – Pamphlet – “Testing Drinking Water From Private Water Supplies” (if the Property is served by a private water system)
- ☒ Efficiency Vermont - Pamphlet – “Home Energy Information”

**PURCHASER’S AGREEMENT TO PURCHASE**

Purchaser: *Caitlin Quinn* dotloop verified  
10/15/20 3:47 PM EDT  
ZKPQ-XGV7-VH9N-Y6WD  
(Signature) Date and Time (EST/EDT)

Purchaser: *Adam Quinn* dotloop verified  
10/15/20 3:54 PM EDT  
WSD1-JARE-YVJW-JGKG  
(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:   
(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)

## INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Referring to a certain Purchase and Sale Agreement dated 10/16/2020, between  
Adam and Caitlin Quinn, Purchaser(s), and  
Eric Cohen, Seller (s), of the property:  
382 Lang Farm rd, Stowe, VT 05672

### 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 16 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 18 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** Seller to provide written statement of HOA dues \$800/year.

This contract is contingent upon purchasers satisfactory review of seller proving reports of footing drains being repaired and moisture remediation by Northern Basement Company within 14 days of contract. This contract is contingent upon purchasers satisfactory review of septic pump/inspection within 60 days of contract date.

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

<i>Caitlin Quinn</i>	dotloop verified 10/15/20 3:34 PM EDT 2FW3-XHPS-WLHW-856B
Purchaser	Date

<i>Adam Quinn</i>	dotloop verified 10/15/20 3:54 PM EDT CP7W-8XK6-WZIU-0XR6
Purchaser	Date

Seller	Date

Seller	Date

## CONTINGENCY ADDENDUM TO PURCHASE AND SALE AGREEMENT

Referring to a certain Purchase and Sale Agreement dated the 10/16/2020, between  
Adam and Caitlin Quinn, Purchaser(s),  
and Eric Cohen, Seller (s), of the property:  
382 Lang Farm Rd, Stowe, VT 05672

### CONTINGENCIES

☒ **Personal Property** The following personal property is included in the sale, is in satisfactory working order, is of no value, and is included solely for the convenience of the transaction: wood stove, gas stove, Kitchen appliances, washer and dryer, garage door openers. Seller to remove hot tub prior to closing.

☒ ☐  
YES/NO **Appraisal** The property must appraise at or above the contract price.

☒ ☐  
YES/NO **Water Test (Potability)** Water test paid for by the Purchaser(s) must show water to be potable on or before 11/27/2020

☒ ☐  
YES/NO **Water Test (Radiation)** Gross alpha test paid for by the Purchaser(s) must show radiation levels below 5 pCi/l on or before 11/27/2020.

☐ ☒  
YES/NO **Contingent Sale** This sale is contingent on the Purchaser(s) completing the sale of their property at \_\_\_\_\_ on or before \_\_\_\_\_

☐ ☒  
YES/NO **Suitable Housing** This contract is contingent on Seller(s) signing a Purchase and Sale Agreement to purchase a home and their ability to obtain financing on same by \_\_\_\_\_.

☐ ☒  
YES/NO **Boundaries** Seller(s) shall walk the boundaries with Purchaser(s) or provide clear markings of property boundaries to Purchaser(s) satisfaction within \_\_\_\_\_ days of acceptance of this agreement.

☐ ☒  
YES/NO **SPIR** This agreement is contingent on Purchaser(s) receipt of a current Seller's Property Information Report (SPIR) within \_\_\_\_\_ days of acceptance of this agreement. SELLER(S) FURTHER INDICATES THAT THEY HAVE DISCLOSED ALL KNOWN DEFECTS AND OTHER MATERIAL INFORMATION REGARDING THE PROPERTY. Purchasers have \_\_\_\_\_ days to terminate this offer based on the SPIR.

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.

<i>Caitlin Quinn</i>	dotloop verified 10/15/20 3:34 PM EDT 413R-R2CH-ME2P-YE2V
Purchaser	Date

<i>Adam Quinn</i>	dotloop verified 10/15/20 3:54 PM EDT 558M-80E9-UZGG-PL0L
Purchaser	Date

Seller	Date

Seller	Date





## COMMON INTEREST OWNERSHIP ADDENDUM

Addendum to Purchase and Sale Contract between  
Eric Cohen

(Seller) and

Adam and Caitlin Quinn

(Purchaser)

Property Location 382 Lang Farm rd, Stowe, VT 05672

(Property)

Street

City/Town

The Contract Date is 10/16/2020

(Insert date from Section 30 of Contract)

1. The Property which is the subject of the above Contract is subject to the provisions of Vermont's Common Interest Ownership Act. This Act requires certain information concerning the Property to be provided to Purchaser.

2. The common ownership declaration, by-laws, rules and regulations of the homeowners' association and a certificate provided by the homeowners' association which sets forth the information required by §4-109 of the Act (27A V.S.A. §4-109(a)(1-12) (the "Association Certificate") has been provided to Purchaser on or before the date of Purchaser's offer. ☐ Yes ☒ No.

3. If "No," Seller shall provide Purchaser with the information set forth above not later than 14 calendar days after the Contract Date.

4. **Notice:** Under Vermont law (27A V.S.A. §4-109(c)), the Contract between Seller and Purchaser is voidable by Purchaser until the Association Certificate has been provided to Purchaser and for five (5) days thereafter. In the event Purchaser seeks to void this Contract on the basis of information set forth in the Association Certificate, Purchaser shall do so by written notice in the manner required by Section 29 of the Contract provided such notice is given by Purchaser not later than five (5) days after Purchaser received the Association Certificate. The Purchaser's notice voiding the Contract shall state with specificity what aspect(s) of the Association Certificate is the basis for voiding the Contract and why that aspect of the Association Certificate is objectionable. Purchaser shall act in good faith in the exercise of the right granted under this provision of Vermont law. In the event the Contract is voided by Purchaser in the manner set forth herein, the Contract shall be of no further force and effect, both Seller and Purchaser shall be released and discharged from all of their respective obligations under the Contract and any Contract Deposits shall promptly be returned to Purchaser. In such case, Seller and Purchaser agree to execute and deliver to Escrow Agent an authorization for delivery of all Contract Deposits.

In the event notice is not sent by Purchaser strictly in accordance with the provisions hereof, Purchaser's opportunity to void the Contract shall no longer be available to Purchaser.

5. The parties acknowledge the following;

a. Seller is not a person required to provide Purchaser with a public offering statement concerning the Property; and

b. By law, Seller is not liable to Purchaser for any inaccurate or incomplete information provided by the homeowners' association as set forth in the Association Certificate.

Seller:   
(signature) Date

Purchaser:  dotloop verified 10/15/20 3:34 PM EDT XNRY-5510-OVCZ-S4CE  
(signature) Date

Seller:   
(signature) Date

Purchaser:  dotloop verified 10/15/20 3:54 PM EDT LAU5-EIVF-EQOE-FHMZ  
(signature) Date

Seller:   
(signature) Date

Purchaser:   
(signature) Date

Seller:   
(signature) Date

Purchaser:   
(signature) Date



**VermontRealtors®**



## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### *Required Federal Lead Warning Statement*

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

### ***Seller's Disclosure*** *(initial applicable sections)*

1. Presence of lead-based paint and/or lead-based paint hazards:


a. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

<i>[Signature]</i>	

☒ b. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the Seller:


a. Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

<i>[Signature]</i>	

☒ b. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### ***Purchaser's Acknowledgment*** *(initial applicable sections)*

3. Purchaser has received copies of all information listed above.

<i>[Signature]</i> <small>10/15/20 2:54 PM EDT dotloop verified</small>	<i>[Signature]</i> <small>10/15/20 2:54 PM EDT dotloop verified</small>
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4. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

<i>[Signature]</i> <small>10/15/20 3:34 PM EDT dotloop verified</small>	<i>[Signature]</i> <small>10/15/20 3:34 PM EDT dotloop verified</small>
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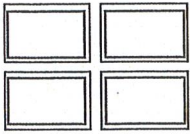
Seller's Initials

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Purchaser's Initials

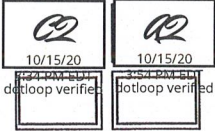
<i>[Signature]</i> <small>10/15/20 3:34 PM EDT dotloop verified</small>	<i>[Signature]</i> <small>10/15/20 3:34 PM EDT dotloop verified</small>		
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5. Purchaser has:

a. Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or



b. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

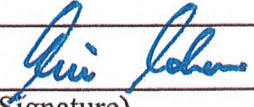
### Agent's Acknowledgment (initial)


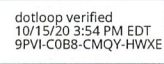



Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy


The following parties have reviewed the information above and certify, to the best of their knowledge, that the information respectively provided by each of them is true and accurate.

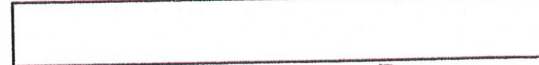
Seller:  09/03/20  
(Signature) Date


Purchaser:    
(Signature) Date


Seller:   
(Signature) Date

Purchaser:    
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date





## SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER

Date Prepared: \_\_\_\_\_

Seller's Name(s): Eric Cohen

Property Address: 382 Lang Farm 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 checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	<input type="checkbox"/> YES	<input checked="" 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 checked="" type="checkbox"/> Homeowners/Road Association <input type="checkbox"/> Private (by owner) Annual Cost(s): <u>\$600.00 \$800 - month re stated</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

EC

Purchaser's Initials

RC



(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? <u>30 YEARS</u> By whom? <u>NORMAN SALVAS</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW
(j)	Do you know the location of the boundary lines of the Property?	<input 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 checked="" type="checkbox"/> DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? <u>DONT KNOW</u> By whom? <u>DONT KNOW</u>	<input checked="" type="checkbox"/> YES <input 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 checked="" 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 checked="" type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW
Further explanation of any of the above: <u>NEIGHBOR DRIVEWAY USES PORTION OF OUR EXISTING DRIVEWAY</u>		

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

### HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	<b>Heating System (check all that apply):</b> <input checked="" type="checkbox"/> Base Board <input type="checkbox"/> Hot Air <input 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 checked="" 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>HOT WATER HEATER OIL</u> Annual Fuel Usage: _____ Gallons (or other measure) Provider: <u>BOHANNES</u> Property used: <input type="checkbox"/> Full Time <input checked="" type="checkbox"/> Seasonally Fuel consumption may vary by user, number of occupants and weather conditions.
(b)	<b>Air Conditioning:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," describe (central, heat pump, window, etc.): <u>CENTRAL &amp; DUCTLESS</u>
(c)	<b>Hot Water System (check all that apply):</b> <input checked="" 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 Fuel Type: <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Other _____ Hot Water Tank is: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, from whom: _____ Monthly rental fee: \$ _____
(d)	<b>Alternative Energy System(s) (check all that apply):</b> <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Geothermal <input type="checkbox"/> Unknown Energy returned to grid: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Owned or Leased
(e)	<b>Electrical System:</b> Electrical service panel has: <input type="checkbox"/> Fuses <input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Other (explain) _____ Annual electricity usage: \$ _____ Electric utility provider: <u>STOWE ELECTRIC</u> Property used: <input type="checkbox"/> Full Time <input checked="" type="checkbox"/> Seasonally Electricity consumption may vary by user, number of occupants, number of appliances and weather conditions. Main Breaker Amperes: <u>200</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: <u>CONSOLIDATED</u>
(h)	Is cellular telephone service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," list available providers: <u>AT &amp; T</u>
(i)	Is internet service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: <u>STOWE ACCESS</u> If "Yes," service is: <input type="checkbox"/> Dial Up <input type="checkbox"/> Broadband <input checked="" 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: <u>DIRECT TV</u> If "Yes," source is: <input type="checkbox"/> Antenna <input checked="" type="checkbox"/> Cable <input checked="" type="checkbox"/> Satellite <input type="checkbox"/> DSL

Seller's Initials

JS

Purchaser's Initials

AR CR



(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 3 ☐ Security Alarm System ☐ Owned ☐ Leased ☐ Humidifier  
☐ Dehumidifier ☐ Lawn Sprinklers ☐ Automatic Timer ☒ Smoke Detectors - How Many?        ☐ 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): GAS STOVE  
 OTHER: WOOD STONE FIREPLACE  
 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:  
SMALL FREEZER IN STUDIO

### 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 ☐ Roof  
☐ 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: FOOTING DRAINS FAILED HAVE BEEN REPAIRED WITH INTERIOR SYSTEM. (NORTHERN BASEMENT COMPANY)  
 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:  
MOISTURE MITIGATION BETWEEN ORIGINAL & NEW WALL OF BASEMENT (NORTHERN BASEMENT COMPANY)  
 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) STANDING SEAM ☐ Don't Know  
 Approximate age of roof? 15 YEARS 2005  
 Has the roof ever leaked since you have owned the Property? ☒ YES ☐ NO ☐ DON'T KNOW  
 If "Yes," explain: NEW ROOF INSTALLED  
 Has the roof been replaced or repaired since you have owned the Property? ☒ YES ☐ NO ☐ DON'T KNOW  
 If "Yes," when? Prior To Installation of Standing Seam Roof  
 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

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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: \_\_\_\_\_ 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? 09/01/20 By whom? Coveled Bridge 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: 1972 or 73 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? \_\_\_\_\_ By whom? \_\_\_\_\_

Type of septic tank: ☒ Concrete ☐ Metal ☐ Fiberglass ☐ Other (describe) \_\_\_\_\_ ☒ Don't Know

Septic tank capacity (in gallons) 1000 GALS ☐ Don't Know

Date Septic Tank Last Inspected? \_\_\_\_\_ ☐ Don't Know Reports of last inspection/pumping attached: ☐ YES ☐ NO

Date Septic Tank Last Pumped? \_\_\_\_\_ ☐ Don't Know By whom? \_\_\_\_\_

To your knowledge, is any portion of the system in need of repair or replacement? ☐ YES ☒ NO If "Yes," describe in detail: \_\_\_\_\_

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## 6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a)	Age of Building(s): Main Bldg. <u>1922</u> Additions to Main Bldg. <u>1989</u> Additional Building(s): (a) _____ (b) _____			
(b)	Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? <u>46 YEARS</u>	<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 type="checkbox"/> YES	<input checked="" 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	<input type="checkbox"/> DON'T KNOW
(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	
(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	<input checked="" type="checkbox"/> DON'T KNOW
(i)	Does the property have Urea-Formaldehyde Foam Insulation?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" 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?			
(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?			
(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 type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

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(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 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 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: <div style="border: 1px solid black; padding: 2px;"><i>Gini Cohen</i></div> (Signature)	Date: <div style="border: 1px solid black; padding: 2px;">09/03/20</div>	Purchaser: <div style="border: 1px solid black; padding: 2px;"><i>Adam Quinn</i></div> (Signature)	Date: <div style="border: 1px solid black; padding: 2px;"> <small>dotloop verified 10/15/20 3:54 PM EDT 4DVC-73FU-OVU4-NM7U</small> </div>
Seller: <div style="border: 1px solid black; height: 30px;"></div> (Signature)	Date: <div style="border: 1px solid black; height: 30px;"></div>	Purchaser: <div style="border: 1px solid black; padding: 2px;"><i>Caitlin Quinn</i></div> (Signature)	Date: <div style="border: 1px solid black; padding: 2px;"> <small>dotloop verified 10/15/20 3:34 PM EDT BAIZ-RD6W-OZX8-PP1H</small> </div>
Seller: <div style="border: 1px solid black; height: 30px;"></div> (Signature)	Date: <div style="border: 1px solid black; height: 30px;"></div>	Purchaser: <div style="border: 1px solid black; height: 30px;"></div> (Signature)	Date: <div style="border: 1px solid black; height: 30px;"></div>
Seller: <div style="border: 1px solid black; height: 30px;"></div> (Signature)	Date: <div style="border: 1px solid black; height: 30px;"></div>	Purchaser: <div style="border: 1px solid black; height: 30px;"></div> (Signature)	Date: <div style="border: 1px solid black; height: 30px;"></div>