

PURCHASE AND SALE AGREEMENT

1. **Seller.** The person or persons called "the Seller" in this Agreement are: **Dennis Kulakowski and Elisabeth Kulakowski**, whose mailing address is **336 Geer Orchard Lane, Corinth, VT, 05039**.

2. **Buyer.** The person or persons called "the Buyer" in this Agreement are: _____, whose mailing address is _____.

3. **Subject.** This Agreement is for the sale by the Seller and purchase by the Buyer parcel of certain real property, called "the Property" in this Agreement, located in the Town of Corinth, Orange County, State of Vermont, according to the terms set out in this Agreement. The Property is described below.

4. **Purchase Price.** The purchase price to be paid by the Buyer to the Seller for the Property is \$_____.

5. **Payment of Purchase Price.** All payments of the purchase price shall be in United States funds by certified check, or by bank check drawn on clearinghouse funds or wired funds. Banks checks not drawn on clearinghouse funds, bank treasurer's checks, or bank cashier's checks shall not be acceptable for payment of the purchase price unless certified.

The purchase price shall be paid as follows:

A \$_____ deposit, due by _____, shall be delivered to the Law Office of Margaret A. Jacobs.

Final payment of \$_____ will be due at Closing.

*****Seller and Buyer acknowledge that \$5,000.00 of the Deposit called for in this Agreement are, in fact, NON-REFUNDABLE, and shall not be returned to Buyer if this Agreement is terminated. It is further acknowledged that \$30,000.00 of the deposit will become NON-REFUNDABLE after contingencies in section 9-11 are fulfilled. *****

6. **Description of the Property.** Being a parcel of land said to contain 9.0 acres, be the same more or less, situated on the westerly side of Rollie Day Road, all of which are located in the Town of Corinth, Orange County, State of Vermont of which is more particularly described and recorded at the following Book and Page numbers in the Town of Corinth Land Records: Book 91, Pages 278-279.

7. **Deed.** The Property shall be conveyed by a warranty deed that conveys marketable title, subject to easements, covenants and restrictions of record.

8. **Closing: Delivery of the Deed and Possession.** The Closing called for in this Agreement, and the delivery of the deed, shall take place on or before _____ at the Law Office of Margaret A. Jacobs in Hanover, NH, unless the Seller and Buyer agree in writing to another date, time, or place. The Buyer shall have the right to specify, by a notice in writing to the Seller, that the closing shall be held at any time before 5:00 p.m. on the date set for closing at a bank or other financial institution located within a 40-mile radius of Corinth.

Full possession of the Property shall be delivered on the day of closing, free and clear of all tenants and occupants, and free of all personal property and "broom-clean", the Property to be in the same condition as at time of offer, reasonable wear and tear excepted. Buyers shall be given an opportunity to do a "walk-through" 24 hours prior to the closing.

9. Examination of Title. The Buyer, at its sole cost and expense, shall cause the record title to the Property to be examined promptly. The Buyer shall provide notice to the Seller of the existence of any encumbrance or defects that are not accepted in this Agreement or that render the title to the Property unmarketable as provided above.

Promptly following the receipt of any such notice, the Seller shall use its best efforts to remove the specified encumbrances or defects. If, at the expiration of thirty days following such notice, or on the date set for the delivery of the deed, whichever is later, the Seller is unable to convey a marketable record title as provided above, the Buyer may either take the Property subject to the encumbrance or defect, and have no further remedies against the Seller, or the Buyer may immediately terminate this Agreement and receive back all parts of the purchase price that it has paid, and have no further remedies against the Seller.

10. Removal of Encumbrances. The Buyer agrees that the part of the purchase price to be paid at the Closing may be used at the Closing to remove any encumbrances on the Property, and the Buyer agrees not to demand the removal of encumbrances prior to the delivery of the deed if those encumbrances can be removed with the part of the purchase price to be paid at the time of the delivery of the deed. Seller shall receive the balance of the part of the purchase price to be paid at the Closing after all such encumbrances or defects are removed.

11. Building Inspection Contingency. There is NO building inspection contingency.

12. Financing Contingency. There is NO financing contingency.

13. Closing Adjustments. The following shall be apportioned as of the date of Closing: property taxes for the tax year that begins prior to the Closing as computed in the town in which the Property is located. This adjustment shall be done on the basis of the current tax bill, by computing the current year's taxes based on the tax rate for the year, or by using the last year's tax bill; including, if applicable, water, fire, school, sewer, or other municipal charges. Buyers will pay for any oil in the tank on the date-of-Closing at the per gallon day-of-Closing price and Buyers will pay for any unused pallets of wood pellets at the day-of-Closing price, if applicable.

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 Buyer and Seller 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. Buyer is advised that the payment to be made to the Seller at closing on account of any applicable Statewide Education Property Tax may require the Buyer to have available funds at closing that might significantly exceed funds for the closing adjustments that would otherwise be required.

14. Property Included. All fixtures and appliances presently located on the Property, including but not limited to the following: gate at Rollie Day Road Entrance.

15. Property Transfer Tax/Land Gains Tax/Act 250 Disclosure Statement. Buyer 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 Agreement. At or prior to closing, Seller shall provide Buyer 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 Buyer with an Act 250 Disclosure Statement and fails to provide such a statement or provides the statement in an untimely manner, Buyer's closing on this transaction and acceptance of Seller's deed shall constitute a waiver and release of Buyer's right to declare this Agreement unenforceable, to

rescind this transaction or to pursue Seller for damages arising out of the failure to provide an Act 250 Disclosure Statement.

16. 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, Buyer 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, Buyer shall withhold 10 percent of the total purchase price and file a Withholding Tax Return with the Internal Revenue Service. If Buyer fails to withhold such taxes when required to do so, Buyer may be liable to the respective taxing authorities for the amount of such tax. Buyer shall have the right to reasonably request evidence that Seller is exempt from payment of either tax in the form of a certificate of residence or non-foreign status. In the event Buyer is determined to be liable for the payment of either tax, Seller shall indemnify and hold Buyer harmless from all such liability together with any interest, penalties and reasonable expenses, including attorneys' fees, incurred by Buyer.

17. Seller's Obligation to Furnish Buyer With State and Local Permits. Buyer and Seller acknowledge that the existence of state and local permits relating to the use and occupancy of the Property may affect the Seller's ability to deliver marketable title to the Property as defined by Vermont Law. Accordingly, not later than 10 days from the date this Agreement is accepted by Seller, Seller shall furnish Buyer or Buyer's attorney with evidence of the issuance of such state and local permits as may affect Seller's title to the Property, however, providing Buyer with evidence of the issuance of such state and local permits shall not constitute a representation that the Property is necessarily in compliance with said permits. If, at the expiration of time required for the Seller to furnish evidence of this issuance of such state and local permits, Seller, after reasonable efforts, is unable to do so because such permits have not in fact been issued, either Seller or Buyer shall have the right to forthwith terminate this Agreement by notice to the other party whereby all rights and obligations of the parties hereto by reason of this Agreement shall terminate. This provision shall be supplemental to and shall not alter, limit, expand or affect the provisions of Section 9 hereof relating to Buyer's examination of title.

18. Risk of Loss. From the date of this Agreement until the Closing, the risk of loss shall be on the Seller. If any of the buildings on the Property are destroyed or damaged and are not restored to their present condition by the date set for the Closing, the Buyer may either accept title to the Property and receive the benefit of all insurance monies recovered on account of that destruction or damage, or terminate this Agreement and receive back all parts of the purchase price it has paid.

19. Benefit and Burden of Agreement. This Agreement is binding on the Seller and on the Buyer and on their respective heirs, assigns, and personal representatives.

20. Default by Buyer. If Buyer fails to complete the purchase as provided in this Agreement, or is otherwise in default under the provisions of this Agreement, the Seller may terminate this Agreement, and may pursue the Seller's rights to all available legal and equitable remedies.

21. Default by Seller. If Seller fails to complete the sale as provided in this Agreement, or is otherwise in default under the provisions of this Agreement, Buyer may terminate this Agreement and may pursue Buyer's rights to all available legal and equitable remedies.

22. Whole Agreement; Modification. This Agreement is, and shall be construed to be, an integrated agreement superseding all prior oral or written agreements between the Seller and the Buyer relative to the subject matter of this Agreement. If any part of this Agreement shall be found or held to be invalid, that finding or holding shall not affect the validity of any other part of this Agreement. All prior agreements, representations, or warranties, if any, are merged in this Agreement and no longer have any force or effect.

This Agreement may be changed, canceled, or modified, only by a written instrument signed by all parties to the Agreement.

23. **Controlling Law.** This agreement shall be construed in the light of the statutes and common law of the State of Vermont, no matter where it is signed by any of the parties, and no matter where any of the parties may reside or have a place of business.

24. **Additional Provisions.** Attached and made a part of this Agreement is a “Seller’s Property Information Report.”

25. **Lead Paint.** Based upon representations made by Seller and Buyer’s own investigation and information, it is agreed that the Property 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 Agreement.

26. **Dates; Signing and Effective Date.** The Seller and the Buyer have signed this Agreement below on the dates set next to their respective names. The Effective Date of this Agreement shall be when the Agreement is signed and dated by the last Party to sign, whether by electronic transfer or original, and all changes initialed and dated by Buyer and Seller.

- BUYER Date
(Print Name)

- BUYER Date
(Print Name)

DENNIS KULAKOWSKI - SELLER Date

ELISABETH KULAKOWSKI - SELLER Date