

# **SALE & PURCHASE AGREEMENT**

THIS IS A LEGALLY BINDING CONTRACT

Received from \_\_\_\_\_ (Purchaser's Full Name)  
\_\_\_\_\_ (S.S.#) of \_\_\_\_\_

(Address) the sum of \_\_\_\_\_

(\$ \_\_\_\_\_), with the deposit being 10% of the sale price (the "Deposit") and other

valuable consideration, on account of the purchase of the following land and premises owned by John and Candace Dasaro (Seller), located at 453 Main Street, in the Town of Enosburg Falls, County of Franklin hereto, (the "Property"), State of Vermont, See SCHEDULE A, attached.

It is hereby agreed that Purchaser(s) shall purchase, and Seller shall transfer the property in accordance with the following terms and conditions:

1. The sum of \_\_\_\_\_ (\$ \_\_\_\_\_), PLUS TEN PERCENT (10%) Buyers Premium of \_\_\_\_\_, (\$ \_\_\_\_\_) to equal the Total Purchase Price of \_\_\_\_\_, (\$ \_\_\_\_\_), U.S. Funds, High Bid and Total Purchase Price; with the proceeds being distributed in order of the liens, or to the Sellers, if none, at the closing.
2. The Deposit will be held by the Thomas Hirchak Company. The Deposit will be held by the Thomas Hirchak Company in its auction account, which is interest-bearing. Buyer acknowledges and agrees that the interest which will be earned on the deposit is de Minimis; and that said interest shall be deemed and considered as earned by and due to the Thomas Hirchak Company solely for undertaking the fiduciary obligations associated with holding the deposit.
3. The property is being sold in an "AS IS" condition with no warranties either express or implied, except for warranty of title.
4. Transfer of title to the property shall be by Warranty Deed.
5. The closing shall be conducted on or by May 13, 2021, that date being thirty days (30) days from date of auction (the "Closing Date"), at such place as mutually agreeable by the parties, unless otherwise extended by mutual agreement of the parties.
6. In the event the Purchaser(s) shall fail to pay the balance of said purchase price on the Closing Date, Sellers may either retain all of the deposit money, as agreed and liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law.
7. The property is sold conveying insurable title but subject to all laws, ordinances and governmental regulations (incl. building and zoning ordinances) affecting the real property, and easements and restrictions of record, if any. No representations are made as to boundaries or acreage.
8. Purchaser(s) shall pay any costs incident to searching the title to the Property, should Purchaser(s) desire to search the title, Purchaser(s) shall examine, or have examined, the title in

advance of the sale and shall pay any property transfer tax due. Sellers shall not be responsible for remedying any defects in title.

9. Purchaser(s) acknowledges that this property was built prior to 1978 and therefore may contain lead based paint. Purchaser may prior to the auction, conduct at their expense a lead based paint assessment; however Transferor is selling the property "AS IS". Whether Purchaser(s) does or does not conduct an assessment, whether the property does or does not contain lead paint, they agree to its condition as part of this agreement and agree to comply with any regulations put forth through the July 1, 2008 law. Purchaser(s) has received the Lead Paint Disclosure Part I.
10. The Purchaser(s) have had a fair opportunity to inspect the premises and have waived any Public Building Safety Inspection.
11. The Purchaser(s) shall pay any property transfer tax due.
12. Purchaser(s) assume the responsibility for any existing tenants. Deposits, if any, and rents shall be prorated at closing.
13. Real estate taxes, utilities, rents and municipal charges will be prorated as of the date of closing.
14. Purchaser(s) states that, in entering into this Agreement, he is not relying on any representations made by Sellers or Seller's Agent, but, rather, is relying solely on his own judgment, reached after an investigation made by Purchaser(s) into the condition of the property, and Purchasers' own personal inspection thereof. Purchaser(s) has inspected the real property which is the subject of this Agreement, is familiar with the condition of such property, and accepts the same in its condition, "AS IS" without warranty, expressed or implied.

Sellers do not make, and have not made, any warranties or representations concerning the environmental condition of the premises to be conveyed herein. This agreement and any subsequent conveyance are subject to this disclaimer. The subject property is sold in "AS IS" condition and Purchaser(s) agrees to accept same in its present condition, without representation or warranty of fitness for any particular use.

15. Sellers shall bear the risk of loss or damage to the property by fire or other casualty until the time of closing. In the event the property shall be damaged or destroyed by fire or other casualty and are not restored to their present condition by the date set for closing, Buyer may either cancel this agreement upon written notice to Purchaser and the Escrow Agent shall return the deposit to Purchaser(s) and neither party shall have any further rights or liabilities under this agreement or Buyer may take title to the property, and receive the benefit of all insurance monies recovered on account of such damage.
16. Sellers and Purchaser(s) agree that Thomas Hirchak Company as Auctioneers/Brokers of Sellers and the Administrator brought about this sale and that Thomas Hirchak Company acted solely as an AGENT of John and Candace Dasaro in this transaction.
17. Possession and occupancy of the premises, shall be given to the Purchaser(s) at the time of closing, subject to any and all occupants and the rights of such occupants and leases, if any.

18. The parties agree that, with respect to the performance of their respective obligations hereunder, time is of the essence.

19. This agreement shall benefit and bind both the Seller and Purchaser(s) and their respective heirs, executors, administrators, successors and assigns.

20. NO personal property is being conveyed herein.

IN WITNESS WHEREOF, the Purchaser(s) have executed this agreement at Enosburg Falls, Vermont, this 13<sup>th</sup> day of April, 2021.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

IN WITNESS WHEREOF, the have executed this agreement at Enosburg Falls, Vermont, this 13<sup>th</sup> day of April, 2021.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
John Dasaro

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Candace Dasaro

## SCHEDULE A

A parcel of land, together with the buildings thereon, located at the northwesterly corner of Main and Orchard Streets in the Village of Enosburg Falls, and bounded substantially as follows: On the north by lands now or formerly of Florence Longs; on the east by Main Street; on the south by Orchard Street; and on the west by lands of Dana and Frances Jackson.

The aforesaid land is subject to a restrictive covenant set forth in a warranty deed from Arthur J. Croft and Addie M. Croft to Charles H. Farnsworth and Mary L. Farnsworth dated August 26, 1924 and recorded in Book 36, Page 203 of the Enosburg Land Records, viz: "This property is conveyed subject to the conditions that no buildings are to be erected on said lot, except those to be used as private dwellings, and the outbuildings used in connection with same. In case the present buildings shall be changed, or reconstructed they shall be set on the same line as the other dwellings on the north side of Orchard Street in said Village of Enosburg Falls, Vermont."

Being and meaning all and the same lands and premises conveyed to Duane Ovitt and Anne Ovitt (now known as Anne M. Laroche) by warranty deed of Hubert R. Messier and Phyllis A. Messier dated June 22, 1989 and recorded in Book 67, Page 407 of the Enosburg Land Records.

Being and meaning all and the same lands and premises conveyed to Anne M. Laroche by warranty deed of Duane H. Ovitt dated April 19, 1996 and recorded in Book 78, Pages 445 and 446 of the Enosburg Land Records.

Reference should also be made to quit claim deed from Anne M. Laroche (formerly Anne M. Ovitt) to Andre J. Laroche and Anne M. Laroche, husband and wife, dated August 8, 1997 and recorded in Book 81, Pages 88 and 89 of the Enosburg Land Records.