

SALE & PURCHASE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT

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

(Address) the sum of _____

(\$ _____) representing 10% of the sale price (the "Deposit") and other valuable consideration, on account of the purchase of the following approximate 204 acres of land, owned by Sara Lehouillier (Seller), located at 148 Young Road, in the Town of Irasburg, County of Orleans hereto, (the "Property"), State of Vermont. (On file in the Irasburg Town Clerk's Office in Book 73, Page 105-106, Property ID OTH46001.)

It is hereby agreed that purchaser 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 at the closing.
2. The Deposit will be held by the Thomas Hirschak Company. The Deposit will be held by the Thomas Hirschak 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 Hirschak Company solely for undertaking the fiduciary obligations associated with holding the deposit.
3. Transfer of title to the property shall be by Quit Claim Deed.
4. The closing shall be conducted on or by June 10th, 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.
5. In the event the purchaser 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 as liquidated damages, or may pursue its rights to all legal and equitable remedies provided by law.
6. 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.
7. Purchaser shall pay any costs incident to searching the title to the Property, should Purchaser desire to search the title, Purchaser 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.

8. Purchaser shall pay any property transfer tax due.
9. Real estate taxes, utilities and municipal charges will be prorated as of the date of closing.
10. Purchaser 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 into the condition of the property, and Purchaser's own personal inspection thereof. Purchaser 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 agrees to accept same in its present condition, without representation or warranty of fitness for any particular use.

11. Purchaser acknowledges that this Agreement provides notice of the existence of a Lease on the property. (See Exhibit A attached).
12. 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 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.
13. Sellers and Purchaser 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 Sara Lehouillier in this transaction.
14. Possession and occupancy of the premises, shall be given to the Purchaser at the time of closing, subject to any and all occupants and the rights of such occupants and leases, if any.
15. The parties agree that, with respect to the performance of their respective obligations hereunder, time is of the essence.
16. This agreement shall benefit and bind both the Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.
17. No personal property is being conveyed herein.

IN WITNESS WHEREOF, the Purchaser(s) have executed this agreement at _____, _____,
this 11th day of May, 2021.

IN THE PRESENCE OF:

Witness

Purchaser

Witness

Purchaser

IN WITNESS WHEREOF, the Seller having executed this agreement at Morrisville, Vermont, this 11^h day of
May, 2021.

IN THE PRESENCE OF:

Witness

Sara Lehouillier

EXHIBIT A

LEASE

This Lease is made and entered into on the date hereinafter set forth, by and between ESTATE OF LYNN B. WEISS c/o Edward A. Andrews, P.C., Glen Cove in the County of Nassau and State of New York hereinafter the Landlord and DIETMAR BOEHM of Irasburg in the County of Orleans and State of Vermont, hereinafter referred to as Tenant.

WHEREAS, Tenant occupies a mobile home which is located on a certain portion of the lands and premises owned by Landlord in the Town of Irasburg; and

WHEREAS, Landlord is about to sell and convey all of said lands and premises to Paul and Maureen Lehoullier and Don and Sara Henn; and

WHEREAS, there is no written lease of other written agreement between Landlord and Tenant as to the conditions under which Tenant occupies said lands and premises; and

WHEREAS, the parties desire to set forth in writing the terms and conditions of Tenant's use and occupancy of a portion of the Landlord's lands and premises.

NOW, THEREFORE, in consideration of the premises and for One Dollar and Other Good and Valuable Consideration, the receipt of which is hereby acknowledged by Landlord, the parties agree as follows:

1. LEASED PREMISES

Tenants shall have the right to use and occupy the footprint of the mobile home located on landlord's lands and premises together with the land surrounding said mobile home consisting of not more than one (1) acre in areas together with such right-of-way thereto for ingress and egress as may be reasonably required to provide access thereto by Tenant upon the terms and conditions hereinafter set forth.

2. TERM.

The term of this Lease shall be the lifetime of the Tenant or until such time as the Tenant no longer occupies said mobile home as his primary residence, whichever occurs first.

3. RENT.

The Tenant shall pay to the Landlord rent at the rate of One Dollar (\$1.00) per year on the anniversary date of this Lease as and for rent for the subject lands and premises.

4. INSURANCE.

The Tenants shall maintain at all times a policy or policies of general liability insurance having a single limit of at least \$300,000.00 and naming Landlord as an additional insured so long as this Lease remains in full force and effect. A certificate for such insurance shall be exhibited to the Landlord upon request. The Tenant shall keep the mobile on the leased premises adequately insured against loss or damage by fire or other casualty and shall not hold the Tenant responsible or liable for any damage or destruction resulting from fire or other cause not attributable to the Tenant. The Tenant shall keep the contents of said building owned by Tenant and all other personal property owned by the Tenant located upon the leased premises adequately insured against fire theft or other casualty and shall not hold the Landlord responsible or liable for any property damage resulting from fire or any other cause not attributable to the Landlord.

5. **MUNICIPAL TAXES.**

Landlord shall pay the real estate taxes, if any assessed against the leased premises.

6. **REPAIRS AND MAINTENANCE.**

The Tenant shall be responsible for all ordinary and necessary repairs required to keep the mobile on the leased premises and their appurtenances in good working order and condition. Any extraordinary repairs shall be the responsibility of the Landlord.

7. **IMPROVEMENTS AND REMOVAL.**

No improvements or fixtures shall be constructed, placed upon the leased premises by the Tenant without the prior written consent of the Landlord. In the event the Landlord consents to any improvements or fixtures placed upon the leased premises by the Tenant, said improvements and fixtures may be removed by the Tenant upon the expiration of the term of this lease, provided, however, that any damages to the leased premises caused by such removal shall be paid by the Tenant to the Landlord.

8. **SUBLETTING OR ASSIGNMENT**

The Tenant shall not have the right to sublet, mortgage or assign this lease, without the prior written consent of the Landlord.

9. **HEAT, LIGHTS, POWER, TRASH REMOVAL, ETC.**

All heat, lights, power, and fuel oil as well as the cost of snow and trash removal furnished to the leased premises shall be paid by the Tenant.

10. **SAVE HARMLESS.**

Tenant hereby agrees to hold harmless Landlord from any and all claims for property damage or personal injury sustained by Tenant or any of Tenant's guests, invitees, agents, representatives, contractors or others lawfully on the leased premises.

11. **BINDING EFFECT.**

This agreement shall be binding upon and insure to the benefit of the respective heirs, personal representative, successors and assigns of the parties hereto.

12. **NOTICES.**

Whenever during the term of this agreement is shall be required or permitted that notice of demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by regular mail, addressed as following:

TO LANDLORD: Estate of Lynn B. Weiss
c/o Edward A. Andrews, Esq.
45 Dosoris Way,
Glen Cove, NY 11542

TO TENANT: Mr. Dietmar Boehm
348 Young Road
Irasburg, VT 05845

13. **ENTIRE AGREEMENT.**

This agreement constitutes the complete agreement between the parties and can not be amended or changed without the written consent of all parties.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 24th day of AUGUST, 2007.

IN PRESENCE OF:

AB Chimmileski
Witness to signature

ESTATE OF LYNN B. WEISS

By: Edward A. Andrews
EDWARD A. ANDREWS, Administrator,
Landlord

IN WITNESS WHEREOF, I hereunto set my hand and seal this 24th day of AUGUST, 2007.

IN PRESENCE OF:

AB Chimmileski
Witness to signature

Dietmar Boehm
DIETMAR BOEHM, Tenant