



**VERSATILE COMMERCIAL PROPERTY
CHESTER, VT**

Previews:

By Appointment

Online Bidding Opens:

January 22 | 12:00 p.m.

Online Bidding Closes:

January 29 | 12:00 p.m.

Property Location:

32 VT Route 10
Chester, VT 05143

Property #:

AP26009

TRANZON AUCTION PROPERTIES
8 WRIGHT STREET, SUITE 114
WESTPORT, CT 06880

MICHAEL RIGGINS
P: 860-713-8897
MRIGGINS@TRANZON.COM

Proudly sold in conjunction with Winhall Real Estate



Vermont Real Estate Commission Mandatory Consumer Disclosure



[This document is not a contract.]

This disclosure must be given to a consumer at the first reasonable opportunity and before discussing confidential information; entering into a brokerage service agreement; or showing a property.

RIGHT NOW YOU ARE NOT A CLIENT

The real estate agent you have contacted is not obligated to keep information you share confidential. **You should not reveal any confidential information that could harm your bargaining position.**

Vermont law requires all real estate agents to perform basic duties when dealing with a buyer or seller who is not a client. All real estate agents shall:

- Disclose all material facts known to the agent about a property;
- Treat both the buyer and seller honestly and not knowingly give false or misleading information;
- Account for all money and property received from or on behalf of a buyer or seller; and
- Comply with all state and federal laws related to the practice of real estate.

You May Become a Client

You may become a client by entering into a written brokerage service agreement with a real estate brokerage firm. Clients receive the full services of an agent, including:

- Confidentiality, including of bargaining information;
- Promotion of the client's best interests within the limits of the law;
- Advice and counsel; and
- Assistance in negotiations.

You are not required to hire a brokerage firm for the purchase or sale of Vermont real estate. You may represent yourself.

If you engage a brokerage firm, you are responsible for compensating the firm according to the terms of your brokerage service agreement.

Before you hire a brokerage firm, ask for an explanation of the firm's compensation and conflict of interest policies.

Brokerage Firms May Offer NON-DESIGNATED AGENCY or DESIGNATED AGENCY

- **Non-designated agency** brokerage firms owe a duty of loyalty to a client, which is shared by all agents of the firm. No member of the firm may represent a buyer or seller whose interests conflict with yours.
- **Designated agency** brokerage firms appoint a particular agent(s) who owe a duty of loyalty to a client. Your designated agent(s) must keep your confidences and act always according to your interests and lawful instructions; however, other agents of the firm may represent a buyer or seller whose interests conflict with yours.

THE BROKERAGE FIRM NAMED BELOW PRACTICES NON-DESIGNATED AGENCY

I / We Acknowledge Receipt of This Disclosure

Printed Name of Consumer

Signature of Consumer

Date

[] Declined to sign

Printed Name of Consumer

Signature of Consumer

Date

[] Declined to sign

This form has been presented to you by:

Tranzon Auction Properties

Printed Name of Real Estate Brokerage Firm

Samantha S. Kelley

Printed Name of Agent Signing Below



12/23/25

Signature of Agent of the Brokerage Firm

Date

NOTICE

ATTENTION PROSPECTIVE BIDDERS

Tranzon Auction Properties is acting solely as agent for the seller

All information contained in this and other advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, either expressed or implied, is intended or made. Neither Tranzon Auction Properties nor its employees, affiliates, or agents (hereinafter "auction company") represent the buyer/bidder. All prospective buyers/bidders must independently investigate and confirm any information or assumptions on which any bid is based. Neither auction company nor sellers shall be liable for any errors or the correctness of information.

All announcements made at the auction take precedence over any other property information or printed terms of sale. Items may be added or deleted. The property and improvements are sold "as is, where is, with all faults" and without representation or warranty of any kind with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein. Prospective buyers/bidders should verify all information.

All prospective buyers/bidders recognize and agree that any investigation, examination, or inspection of the property is within the control of the owner or other parties in possession and their agents. Potential buyers/bidders are encouraged to seek information from professionals regarding any specific issue or concern. Any decision to purchase or not to purchase is the sole and independent business decision of the potential buyer/bidder. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.

Auction company and seller have the right to postpone or cancel the auction in whole or in part, in its sole discretion. Auction company and seller reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or other reasons.

Tranzon Auction Properties is a member company of Tranzon, LLC. All Tranzon companies are independently owned and operated.

ONLINE BIDDING OPENS: Thursday, January 22, 2026 | 12:00 p.m.

ONLINE BIDDING CLOSES: Thursday, January 29, 2026 | 12:00 p.m.

PREVIEWS: Please call to schedule an appointment.

PROPERTY DESCRIPTION

Set on 9.4 acres at the intersection of VT Routes 10 and 103, this mixed-use commercial property offers outstanding visibility, flexible space, and multiple paths for redevelopment or continued use. The building - formerly home to a long-operated local restaurant - offers approximately 3,300± sq. ft., including open dining space, a commercial kitchen, and a second-floor, three-room apartment suitable for owner-use or rental income.

The site's large acreage and roadside presence provide opportunities for expansion, outdoor-oriented uses, or a complete reimaging depending on a buyer's vision. A drilled well, septic system, ample parking, and existing mechanicals support the property's current layout while giving future owners a functional base for renovation or repurposing.

Located just minutes from Chester Village and within easy reach of Okemo, Magic Mountain, and key southern Vermont destinations, the property sits in a natural activity corridor that attracts year-round visitors. Entrepreneurs, investors, and owner-operators will appreciate the versatility: reopen a food-service concept, launch a studio or workshop, create retail or service space, or explore low-impact commercial uses supported by the acreage.

Whether you are seeking a business location, live/work setup, or a Vermont property with room to build out new ideas, 32 VT Route 10 provides space, visibility, and opportunity in one of the region's most accessible settings.

- **Lot Size:** 9.4± Acres
- **Parking:** Driveway
- **Road Frontage:** 202'± on VT Route 10 & 1,187'± on Route 103
- **Building Size:** 3,306± sq. ft.
- **Occupancy Status:** Apartment is currently occupied by a month-to-month tenant paying \$1,300 per month, plus electric and propane (apartment is separately metered)
- **Year Built:** 1980±
- **Stories:** 2
- **Layout:** First Level – Former Restaurant with Seating for 22
Second Level – Apartment with 2 Bedrooms
- **Roof Cover:** Metal
- **Exterior Siding:** Vinyl
- **Heat Source:** Individual propane units. Two downstairs bathrooms have supplemental electric heat.
- **Hot Water Heater:** NOTE: Hot water heater downstairs needs to be updated to meet new code.
- **Additional Notes:** 204± sq. ft. Porch, Partial Hoop Barn without hoop cover (water and power available)
- **Parcel ID:** 060103.100
- **Tax Year:** Town (2025) – January 1st to December 31st; School (2025-2026) – July 1st to June 30th
- **Tax Due Dates:** September 15, 2025 (Town & School)
- **Assessed Value:** \$282,100 (Land & Building)
- **Annual Taxes (Tax Year 2025):** \$8,219.83

DISCLAIMER: This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.

PROPERTY SUMMARY (CONTINUED)

PROPERTY DESCRIPTION (CONTINUED)

- **Water & Sewer:** Private
- **Zoning District:** Per the municipal office, (1) Rural Mixed Use (front portion of lot) and (2) Rural 3 Acre (rear portion of lot). Per the zoning office a restaurant is an allowed conditional use in the Rural Mixed Use zoning district where the principal structure is situated. Permits run with the land so it would be allowed. If the restaurant were to change or expand from its currently approved permit, it would need to be reviewed/approved by the Chester Development Review Board. Please call the Zoning Department at 802-875-2173 to verify information and for questions pertaining to any conditions required to continue to operate as a restaurant.

SUMMARY OF TERMS

Buyer's Premium: Ten Percent (10%) of the High Bid

Closing: 45-day closing, sold in As-Is condition, no contingencies.

Deposit Amount: Ten percent (10%) of purchase price (high bid + buyer's premium) due within twenty-four (24) hours of auction end.

Agents Welcome: Agent participation is being offered. Please visit our website at www.tranzon.com/AP26009 or call us for details.

CONTACT

Michael Riggins | Sales Associate

860-713-8897 Office

mriggins@tranzon.com

Samantha S. Kelley | VT Real Estate License #081.0133082

Michael B. Carey, VT Auctioneer License #057.0060459

Proudly sold in conjunction with Winhall Real Estate

MUNICIPAL OFFICE

Website: www.chestervt.gov

Tel: 802-875-2173

Assessor: 802-875-2130

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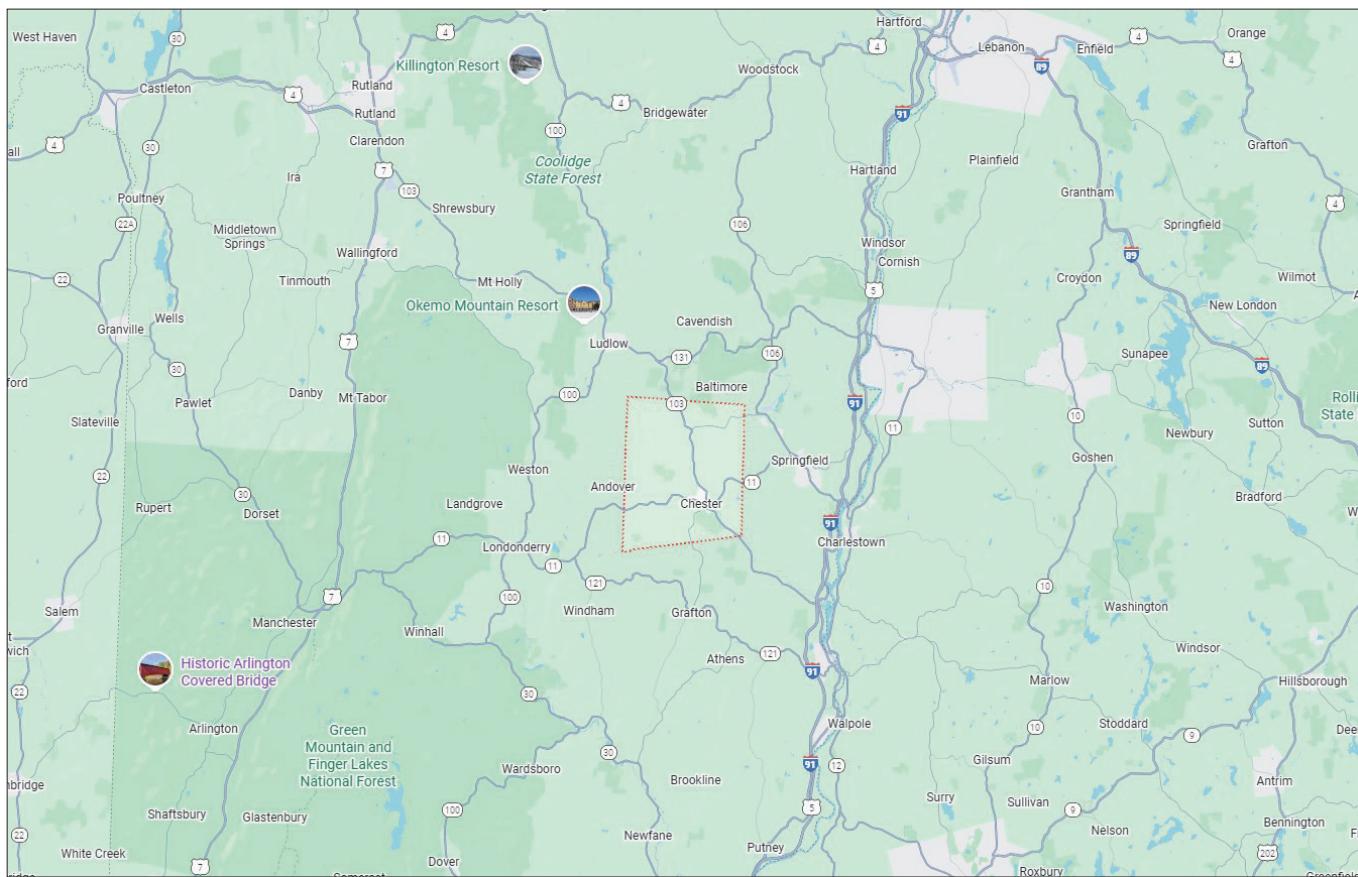


A BETTER WAY TO REAL ESTATE™



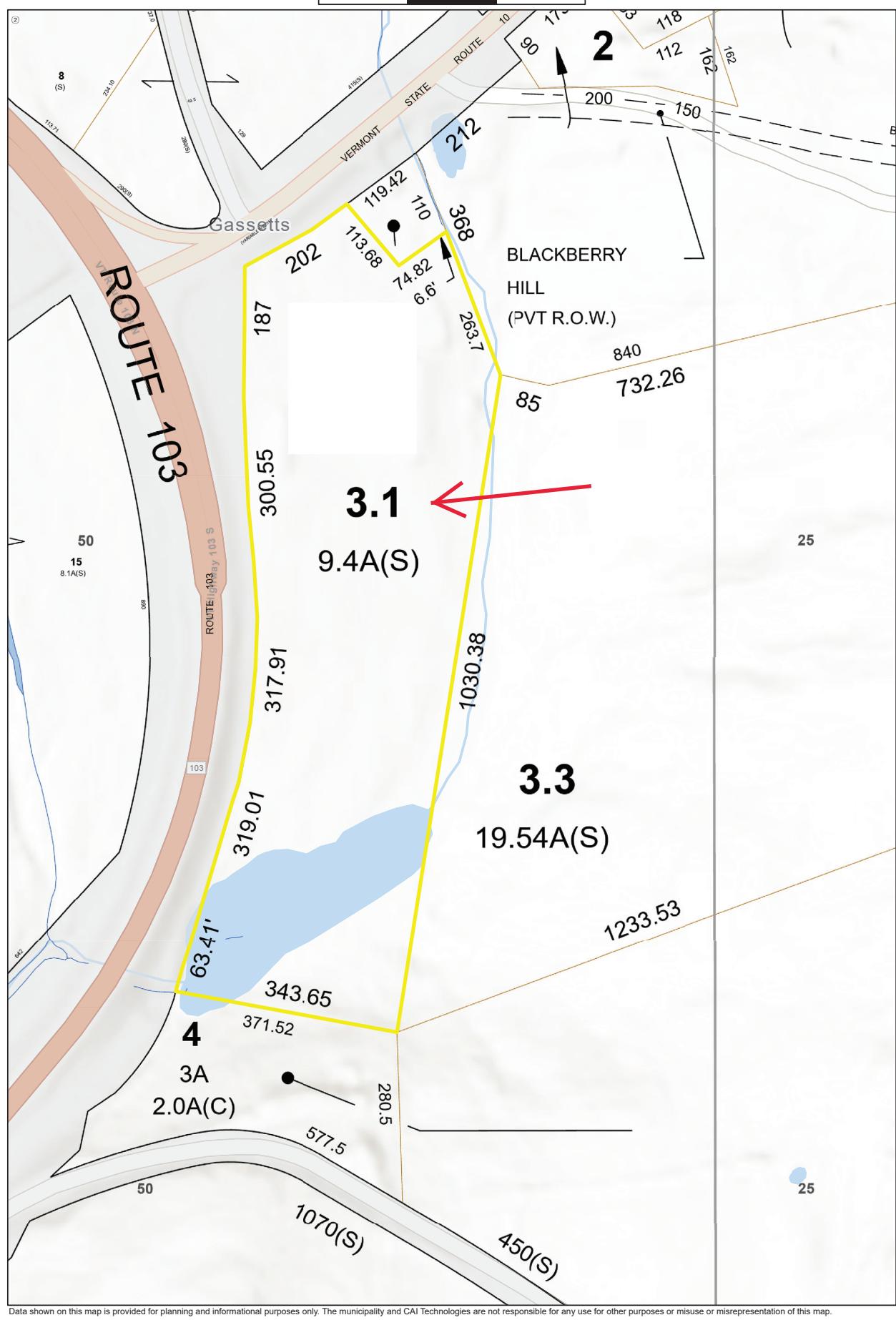
A BETTER WAY TO REAL ESTATE™

AREA MAP





 **BOUNDARY OUTLINE IS APPROXIMATE**



Chester, VT - Property Database - Detail Result

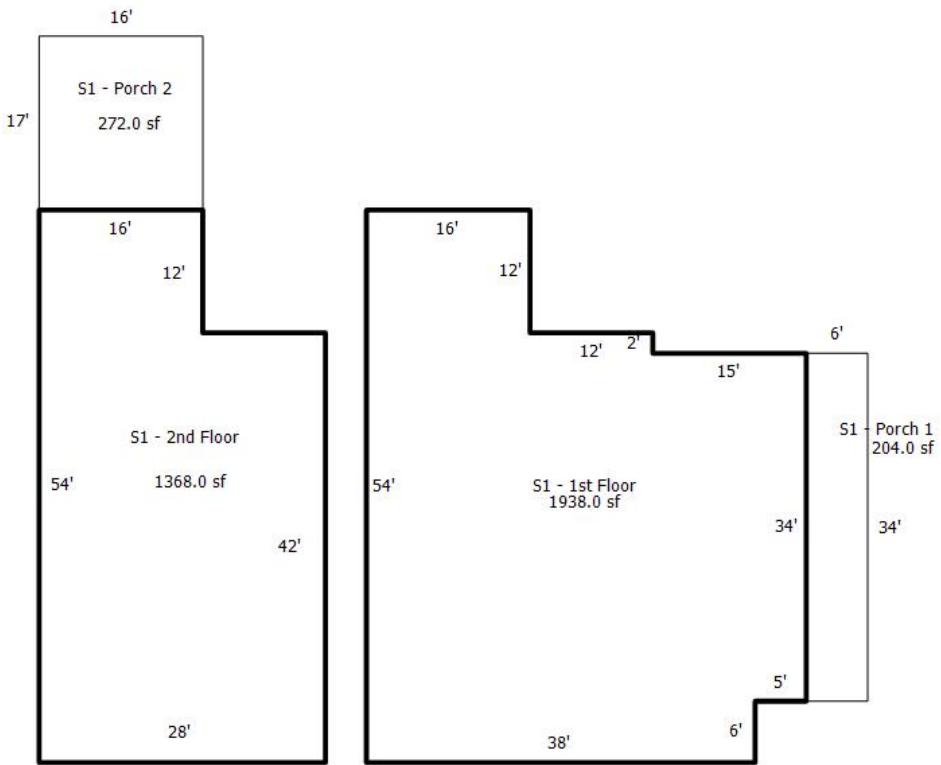
Information from book of record as of: December 01, 2025

Official copies of data must be obtained at the Chester Town Office.

Owner Information			Parcel Value Information		
Parcel Owner	060103100 ANMIK, LLC 157 THOMPSON ROAD CHESTER, VT 052143		Land Value	66,200	Homestead
Location Sec/TWP/	32 VT RT 10		Dwelling Value	177,700	Housesite
Range Descr	RETAIL SPACE & APARTMENT (RENTAL)		Site Imprvmnt	20,000	
			Outbuildings	18,200	
			Total	282,100	
Parcel Information					
NBHD	3 SPAN	144-045-10831			
Acres	9.4	Status A - Active			
Sales Information					
Book	97	Sale Date 2007-11-15			
Page	253	Sale Price 218,000			

BUILDING	Total Rooms	10	Year Built	1980	Building SF	3306.00	Energy Adj	Average	Roughins	2
	Bedrooms	2	Effect Age	40	Quality	2.75	Bsmt Wall	No Data	Plumb Fixt	9
	Full Baths	1	Condition	Fair/Avg	Style	2 Story	Bsmt SF		Fireplaces	
	Half Baths	2	Phys Depr	32	Design	Two Story	Bsmt Fin		Porch	476
	Kitchens		Funct Depr		Bldg Type	Single	Bsmt Fin SF		Gar/Shed	
			Econ Depr							
Notes										
LAND	Land	1	Area	2.00	Grade	1.00	Frontage		Depth	
LAND	Land	5	Area	7.40	Grade	0.70	Frontage		Depth	

Sketch



DEED, PLANS & WASTEWATER and POTABLE WATER PERMIT

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TRANZON AUCTION PROPERTIES' DISCLAIMER: This is the Seller's recorded deed and is provided for informational purposes only. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS:

THAT it, PURCELL REALTY TRUST, LLC, a Vermont Limited Liability Company with a place of business in Chester, in the County of Windsor and State of Vermont, Grantor, in the consideration of One Dollar and other valuable consideration paid to its full satisfaction by ANMIK, LLC, a Vermont Limited Liability Company with a place of business in Proctorsville, in the County of Windsor and State of Vermont, Grantee, by these presents, do freely **GIVE, GRANT, SELL, CONVEY AND CONFIRM** unto the said Grantee, ANMIK, LLC, and its successors and assigns forever, certain lands and premises in Chester, in the County of Windsor and State of Vermont, described as follows, viz:

Being all and the same lands and premises conveyed to Purcell Realty Trust, LLC by warranty deed of Gertrud Holl dated February 28, 2006 and recorded March 2, 2006 in Book 95, Page 35 of the Chester Land Records. The premises are described as follows:

Being all and the same lands and premises conveyed to Gertrud Holl by the Limited Warranty Deed of Connecticut River Bank, N.A. dated January 25, 2002 and recorded January 28, 2002 in Book 88, Page 118 of the Chester Land Records and more particularly described as follows:

Being part of the land and premises conveyed to David F. Hoisington by the Warranty Deed of Herbert Carey, said deed dated October 18, 1948 and recorded in Book 35 at page 451 of the Chester Land Records, and to David F. Hoisington by the Warranty Deed of Bernice B. Monier, said deed dated August 1, 1947 and recorded in Book 35 at page 168 of the Chester Land Records.

The lands and premises herein conveyed may be more particularly described as set forth as Parcel 1 on a survey entitled "Division of Lands of The David Hoisington Estate", by Michael Engineering Company, dated April 25, 1997, Revised May 15, 1997 and May 21, 1997, and being Project No. 96-100 as follows:

Commencing at an iron pin set in the easterly right of way limit of Vermont Route 103 and forming the southwest corner of the premises herein conveyed; thence N 31° 26' 50" E, 63.41 feet to a boundary point; thence N 31° 26' 50" E, 247.77 feet to a boundary point; thence in a northerly direction along a curve to the left, having a radius of 1107.74 feet and a length of 319.01 feet, said curve having a chord of N 20° 59' 05" E, 317.91 feet to a boundary point, thence N 13° 31' 00" E, 300.55 feet to a boundary point; thence in a northerly direction along

DAKIN & BENELLI P.C.
ATTORNEYS AT LAW
P.O. BOX 499
CHESTER, VERMONT
05143-0499
—
802 875-2512

the easterly right of way limit of Vermont Route 103 and the intersection of Vermont Route 10, 187 feet, more or less, to a boundary point, said boundary having a tie of N 16° 56' 30" E, 186.01 feet, the last five distances along the easterly right of way limits of Route 103; thence turning and running along the easterly right of way limit of Vermont Route 10, 202 feet, more or less, to a $\frac{1}{2}$ " iron pipe, having a tie bearing of N 68° 53' 35" E, 201.16 feet; thence turning and running S 24° 46' 35" E, 113.68 feet to a $\frac{1}{2}$ " iron pipe; thence turning and running N 65° 08' 50" E, 74.82 feet to a $\frac{1}{2}$ " iron pipe; thence N 65° 08' 50" E, 6.60 feet to a point in the easterly edge of a brook; thence turning and running S 06° 10' 40" E, 263.70 feet along the easterly edge of a brook, to an iron pin set at the end of a stone wall; thence S 24° 56' 00" W, 1030.38 feet to an iron pin set at a stonewall intersection and forming the southeast corner of the premises herein conveyed and being the common boundary of the premises herein conveyed and Parcel 2 on the above referenced survey; thence turning and running N 62° 08' 15" W, 343.65 feet to the point and place of beginning. Estimated to contain 9.40 acres, be the same more or less.

Said premises are subject to a 50 foot right of way in common, not presently located, across the northerly portion of this parcel, to Parcel 2 on the above referenced survey.

Also meaning and intending to convey, by quitclaim only, any and all of the right, title and interest of Purcell Realty Trust, LLC in and to those lands lying within the public right of way to the centerline of Route 10 as the same borders upon the premises herein conveyed.

TO HAVE AND TO HOLD all said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, ANMIK, LLC, its successors and assigns, to its own use and behoof forever; And it, the said Grantor, PURCELL REALTY TRUST, LLC, for itself and its successors and assigns, does covenant with the said Grantee, ANMIK, LLC, its successors and assigns, that until the ensealing of these presents, it is the sole owner of the premises, and has good right and title to convey the same in the manner aforesaid; that they are **FREE FROM EVERY ENCUMBRANCE**, except as aforesaid; and it hereby engages to **WARRANT AND DEFEND** the same against all lawful claims whatever, except as aforesaid.

DAKIN & BENELLI P.C.
ATTORNEYS AT LAW
P.O. BOX 499
CHESTER, VERMONT
05143-0499
—
802 875-2512

IN WITNESS WHEREOF, it hereunto sets its hands and seals this 15th day of November A.D. 2007.

PURCELL REALTY TRUST, LLC

By: John H. Purcell
John H. Purcell, Member and Authorized Agent

STATE OF VERMONT
COUNTY OF WINDSOR, SS.

At Chester, this 15th day of November, 2007, John H. Purcell, personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Purcell Realty Trust, LLC.

Before me W.L.G.
Notary Public
My commission expires: 2/10/11

RECEIVED FOR RECORD

Nov 16 A.D. 2007 at 10 o'clock — minutes A M. and recorded
in Book 97, Page 253- of the Chester Land Records.

255

Attest: Wanda C. Purdy, asst

Vermont Property Transfer Tax

32 V.S.A. Chap. 231

-ACKNOWLEDGEMENT-

Return Rec'd.—Tax Paid Including Certificates & if
required Act 250 Disclosure Statement.

Return No. C-07-136
Signed Wanda C. Purdy, Clerk
Date Nov 16, 2007

DAKIN & BENELLI P.C.
ATTORNEYS AT LAW
P.O. BOX 499
CHESTER, VERMONT
05143-0499

802 875-2512

VERMONT AGENCY OF TRANSPORTATION

WARRANTY DEED OF EASEMENT

KNOW ALL TO WHOM THESE PRESENTS COME:

THAT It, Anmik, LLC, a Vermont Limited Liability Company, with a principal place of business in the Town of Chester, County of Windsor and State of Vermont, hereinafter referred to as "Grantor", in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to its full satisfaction by the State of Vermont, through its Agency of Transportation, does hereby give, grant, bargain, sell and convey unto the State of Vermont, a sovereign state, its successors and assigns, certain easements and/or rights located in the Town of Chester, in the County of Windsor and State of Vermont and described as follows, viz:

Being part of the same land and premises conveyed to Anmik, LLC, by the Warranty Deed of Purcell Realty Trust, LLC, dated November 15, 2007, and recorded in Book 97, Page 253 of the Town of Chester land records and being more particularly described as follows:

Being Parcel #1, consisting of easements and/or rights therein, as shown on Right of Way Detail Sheet 1 and Layout Sheet 1 of the plans of Transportation Project Chester STP CUL V(60) ("the Transportation Project") to be recorded in the office of the Clerk of the Town of Chester.

In connection with the above parcel the following easements and/or rights are conveyed:

A permanent easement in an area of 799 square feet, more or less, right of and between approximate stations 2+02.49 and 3+19± of the established centerline of the Transportation Project, to install, construct, reconstruct, operate, repair, maintain, replace, patrol and remove overhead or underground cable, lines, conduits, poles, guys, anchors, braces, fixtures, and appurtenances thereto, hereinafter referred to as facilities, as necessary for the transmission of power and telecommunications under, upon, or across land of the Grantor. This easement also includes the perpetual right to cut, trim, and remove all trees, shrubs, bushes, underbrush, and other items, as determined necessary by the State of Vermont, for the safe and efficient operation and maintenance of the facilities. The Grantor, its successors, and/or assigns, will not, without the prior written permission of the State of Vermont: erect or permit the erection of any building or any other structure; plant or permit the growth of any trees or bushes; change the grade or permit the change of grade, or fill or excavate within this easement area which will adversely affect the maintenance and operation by the State of Vermont, its successors and assigns.

The easements and/or rights conveyed herein may also be subject to easements, rights of way, restrictions, obligations, municipal, state, and other regulatory permits as may appear of record in the Town of Chester land records.

TO HAVE AND TO HOLD granted rights and easements, with all the privileges and appurtenances thereof, unto the said State of Vermont and its successors and assigns, to it and its own use and behoof forever; and it, Anmik, LLC, for itself, its successors and assigns, does covenant with the State of Vermont and its successors and assigns, that until the ensealing of these presents it is well seized of the premises, as a good and indefeasible estate in fee simple, and has good right to grant and convey the rights and easements in manner and form as above written and that the same are free from every encumbrance whatsoever.

AND FURTHERMORE, it, Anmik, LLC, does by these presents bind itself and its successors and assigns, to WARRANT and DEFEND the above rights and easements to the State of Vermont and its successors and assigns against all claims and demands whatsoever.

IN WITNESS WHEREOF, Anmik, LLC, has caused its name to be hereunto subscribed at Chester, in the County of Windsor and State of Vermont on this, the 15 day of October, 2021, by the hand of Lisa Kaiman.

ANMIK, LLC

By: _____

Its: _____

and Duly Authorized Agent

STATE OF VERMONT
Windsor COUNTY, SS.

At Chester, this 15 day of October, 2021, personally appeared Lisa Kaiman, and she acknowledged the foregoing instrument by herself as Managing Member, of Anmik, LLC, and subscribed to be her free act and deed, and the free act and deed of Anmik, LLC.

Before me,

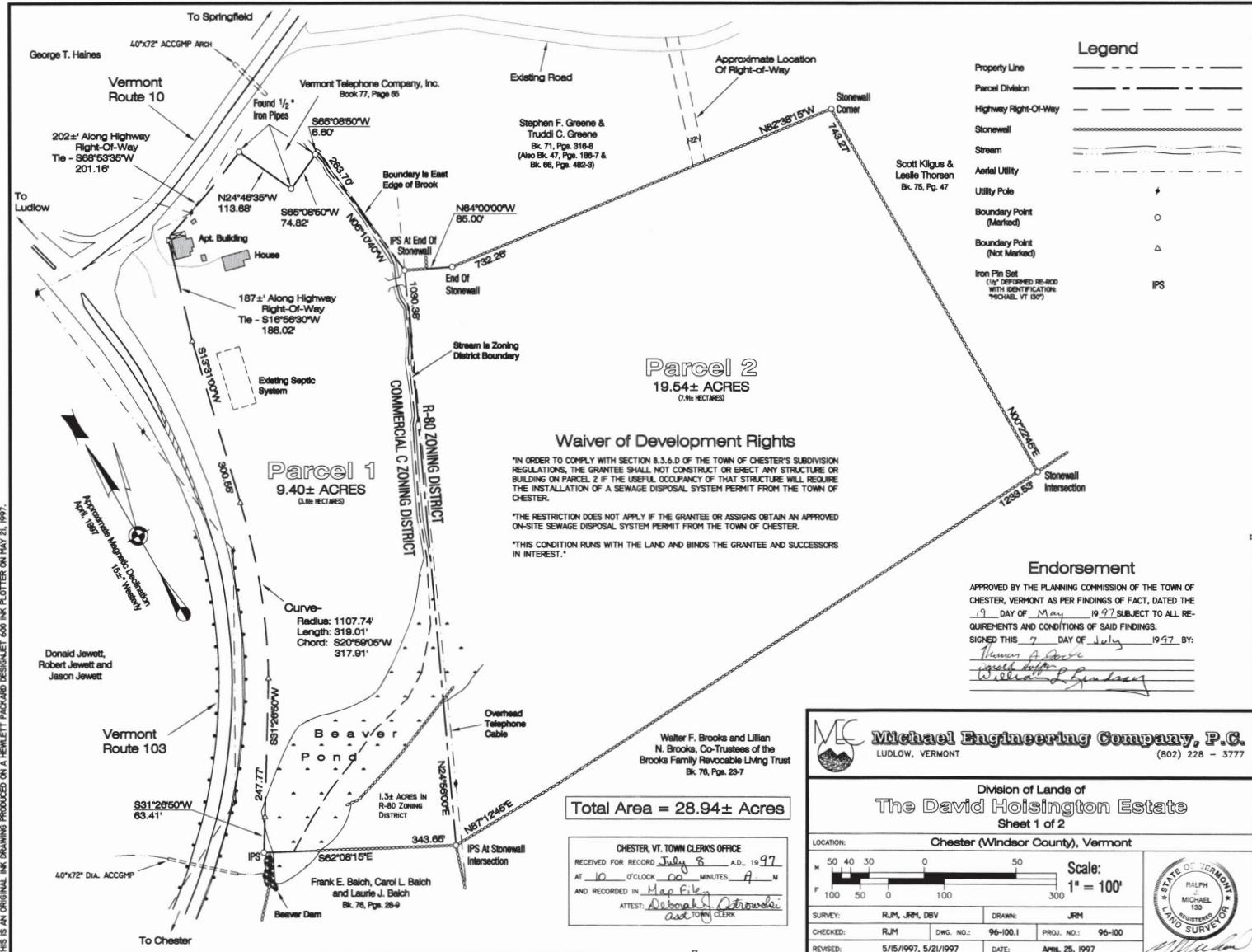
Bonnie Taylor
Signature of Notary Public

Bonnie Taylor
Print name of Notary Public
Commission No. 157.0002844
(My commission expires 1-31-2023)

Chester, Vermont Town Clerk's Office
NOV 22, 2021 01:00 PM
Received for record and recorded in
book: 224 on page: 45 - 46
Of Chester Land Records
Attest: Deborah Aldrich
Town Clerk

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NOTE: The "House" shown on plan no longer exist.



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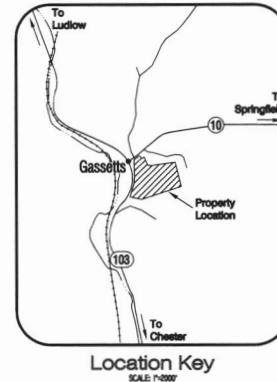
Notes-

1. THIS SURVEY WAS PERFORMED BY AN OPEN TOTAL STATION TRAVERSE ON APRIL 10, 1997. THE TRAVERSE WAS TIED TO A SURVEY PREPARED IN 1993 BY THIS FIRM ENTITLED "DIVISION OF LANDS OF STEPHEN F. GREENE & TRUDI C. GREENE." BEARING DATE FEB. 11, 1993 AND REVISED 2/17/93. ALL ANGLES WERE DOUBLED AND ALL DISTANCES WERE RECORDED IN BOTH ENGLISH AND METRIC UNITS ON BOTH THE TRAVERSE AND SURVEY. THE BEARINGS SHOWN ARE WITH RESPECT TO MAGNETIC NORTH AS SHOWN ON THE REFERENCED GREENE SURVEY AND ARE INTENDED TO SERVE ONLY TO DEFINE THE ANGULAR RELATIONSHIP BETWEEN COURSES.
2. REFERENCED SURVEY WAS HAD TO THE SURVEY REFERRED TO IN NOTE 1 FOR THE BOUNDARIES BETWEEN THE HOISINGTON ESTATE TRACT AND LAND OWNED BY SCOTT KILGUS AND LESLIE KILGUS AND LAND OWNED BY STEPHEN AND TRUDI GREENE. REFERENCE WAS ALSO HAD TO A SURVEY PREPARED BY SOUTHERN VERMONT SURVEYS, DATED 1/20/97, ENTITLED "SUBDIVISION OF LAND BY DAVID F. & MARION E. HOISINGTON PROPERTY TO CONTEL OF VERMONT, 354 RIVER ST., SPRINGFIELD, VT." FOR THE BOUNDARIES BETWEEN THE SURVEYED HOISINGTON ESTATE TRACT AND LAND OWNED BY CONTEL OF VERMONT. REFERENCE WAS ALSO HAD TO THE PLANS FOR THE RELOCATION OF VERMONT ROUTE 103 AND VERMONT ROUTE 10 REFERRED TO IN BOOK 59, PGS. 460-6.
3. THE SURVEYED TRACT IS ALL OF THE REMAINING LAND OF THE DAVID HOISINGTON ESTATE CONVEYED TO DAVID HOISINGTON BY A DEED RECORDED IN BOOK 35, PAGE 451, DATED OCT. 18, 1948 AND TO DAVID F. HOISINGTON AND MARION E. HOISINGTON BY A DEED RECORDED IN BOOK 40, PAGE 367, DATED MARCH 9, 1953.
4. THE SURVEYED TRACT IS SUBJECT TO A RIGHT OF WAY FOR AN AERIAL UTILITY LINE USED BY THE TELEPHONE COMPANY AT THE LOCATION SHOWN ON THE PLAN. THE SURVEYED TRACT INCLUDES THE BENEFIT OF A RIGHT OF WAY OVER LAND OF STEPHEN AND TRUDI GREENE AS DESCRIBED IN BOOK 71, PAGES 316-8.
5. THE ZONING DISTRICT FOR PARCEL 2 AND 1.5± ACRES OF PARCEL 1 IS R-80 - RESIDENTIAL 80,000 DISTRICT WITH REGULATIONS AS FOLLOWS:
 - A) LOT AREA MINIMUM - ONE/TWO FAMILY = 80,000 SQ. FT. PER DWELLING
 - B) LOT AREA MINIMUM - MULTIPLE FAMILY = 80,000 SQ. FT. PER DWELLING
 - C) LOT AREA MAXIMUM = 80,000 SQ. FT. PER DWELLING
 - D) LOT FRONTAGE MINIMUM = 165 FT.
 - E) FRONT YARD SETBACK MINIMUM = 50 FT.
 - F) SIDE AND REAR YARD MINIMUM = 40 FT.
 - G) COVERAGE MAXIMUM OF STRUCTURE = 10% OF LOT
 - H) BUILDING HEIGHT MAXIMUM = 35 FT. EXCEPT AGRICULTURAL BUILDINGS
6. THE ZONING DISTRICT FOR 8.8 AC. OF PARCEL 1 IS COMMERCIAL (C) WITH REGULATIONS AS FOLLOWS:
 - A) LOT AREA MINIMUM = 40,000 SQ. FT. PER DWELLING
 - B) LOT FRONTAGE MINIMUM = 200 FT.
 - C) FRONT YARD SETBACK MINIMUM = 50 FT.
 - D) REAR YARD MINIMUM = 50 FT. OR 100' ABUTTING RESIDENTIAL DISTRICT
 - E) SIDE YARD MINIMUM = 25 FT. OR 50' ABUTTING RESIDENTIAL DISTRICT
 - F) COVERAGE MAXIMUM OF STRUCTURE = 35% OF LOT
 - G) BUILDING HEIGHT MAXIMUM = 35 FT.

Certification-

THIS SURVEY PLAT WAS PREPARED BASED ON INFORMATION DESCRIBED IN THE SURVEY NOTES AND DEPENDED ON THE DRAWING. SURVEY MEASUREMENTS WERE BY A TOTAL STATION TRAVERSE WITH ACCURACY REQUIREMENTS CONFORMING TO THE REQUIREMENTS OF A RURAL CLASS SURVEY AS DEFINED IN THE STANDARDS FOR THE PRACTICE OF LAND SURVEYING EFFECTIVE NOVEMBER, 1994. THIS SURVEY PLAT CONFORMS WITH THE REQUIREMENTS OF §1403 OF TITLE 26 V.S.A. CHAPTER 17 FOR COMPOSITION OF SURVEY PLATS.

Ralph J. Michael
RALPH J. MICHAEL, VT. L.S. NO. 150



Location Key

SCALE 1:2000

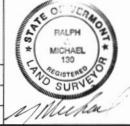
Endorsement

APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF CHESTER, VERMONT AS PER FINDINGS OF FACT, DATED THE 19 DAY OF May 1997 SUBJECT TO ALL REQUIREMENTS AND CONDITIONS OF SAID FINDINGS.

SIGNED THIS 17 DAY OF July 1997 BY:

James A. Beck
Mark Dyer
William L. Linsley

CHESTER, VT. TOWN CLERKS OFFICE	
RECEIVED FOR RECORD <u>July 8</u> A.D. <u>1997</u>	
AT <u>10</u> O'CLOCK	<u>00</u> MINUTES <u>4</u> M
AND RECORDED IN <u>Map File</u>	
ATTEST: <u>Dorothy Ostrander</u> <u>Ass't TOWN CLERK</u>	

 Michael Engineering Company, P.C. LUDLOW, VERMONT (802) 228 - 3777	
Division of Lands of The David Hoisington Estate Sheet 2 of 2	
LOCATION: Chester (Windsor County), Vermont	
 Scale: <u>1" = 100'</u>	
SURVEY: <u>RJM, JRM, DBV</u> DRAWN: <u>JRM</u> CHECKED: <u>RJM</u> DWG. NO.: <u>96-100.2</u> PROJ. NO.: <u>96-100</u> REVISED: <u>5/15/1997, 5/21/1997</u> DATE: <u>APRIL 25, 1997</u>	
	

DOCUMENTS FOR RECORDING



State of Vermont
Department of Environmental Conservation

TRANZON AUCTION PROPERTIES' DISCLAIMER: This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

SEARCHED INDEXED SERIALIZED FILED
THURSDAY 000004266

Agency of Natural Resources

WASTEWATER SYSTEM AND POTABLE WATER SUPPLY PERMIT

LAWS/REGULATIONS INVOLVED

10 V.S.A. Chapter 64, Potable Water Supply and Wastewater System Permit
Wastewater System and Potable Water Supply Rules, Effective September 29, 2007
Chapter 21, Water Supply Rules, Effective December 1, 2010

Landowner: **Lisa Kaiman**
157 Thompson Rd
Chester VT 05143

Permit Number: **WW-2-0993-2R**
PIN: **NS97-0122**

This permit affects property identified as Town Tax Parcel ID # Chester: 06013.1 referenced in a deed recorded in Book 97 Page(s) 253-255 of the Land Records in Chester, Vermont.

This project, consisting of the conversion of an existing previously approved building to a restaurant and retail space with no design flow increase, served by on-site water supply and wastewater disposal systems and located at 32 VT Route 10 in Chester, Vermont, is hereby approved under the requirements of the regulations named above subject to the following conditions.

1. GENERAL

- 1.1 The project shall be completed as shown on plans and/or documents prepared by Ralph Michael P.E., with the stamped plans listed as follows:
 - A. Sheet 1 of 1; "Site Plan"; dated 3/26/2014
- 1.2 This permit does not relieve the landowner from obtaining all other approvals and permits **PRIOR** to construction including, but not limited to, those that may be required from the Act 250 District Environmental Commission; the Drinking Water and Groundwater Protection (DWGWP) Division; the Watershed Management Division; the Division of Fire Safety; the Vermont Department of Health; the Family Services Division; other State departments; or local officials.
- 1.3 The conditions of this permit shall run with the land and will be binding upon and enforceable against the landowner and all assigns and successors in interest. The landowner shall record and index this permit in the Chester Land Records within thirty, (30) days of issuance of this permit and prior to the conveyance of any lot subject to the jurisdiction of this permit.
- 1.4 No permit issued by the Secretary shall be valid for a substantially completed wastewater system until the Secretary receives a signed and dated certification from a qualified Vermont Licensed Designer (or where allowed, the installer) that states:

"I hereby certify that, in the exercise of my reasonable professional judgment, the installation-related information submitted is true and correct and the wastewater system was installed in accordance with the permitted design and all the permit conditions, was inspected, was properly tested, and has successfully met those performance tests",

or which otherwise satisfies the requirements of §1-308 and §1-911 of the referenced rules.

- 1.5 This project is approved with an existing commercial building and the following uses: **retail store and 22 seat restaurant, maximum of 2 meals per day and 4 employees. Previously permitted design flows for wastewater disposal (WW-2-0993: 750 gallon per day), and potable water supply (WW-2-0993-2: 855 gallons per day) shall be maintained.** No alterations to the existing building other than those indicated in this permit that would change or affect the water supply or wastewater disposal shall be allowed without prior approval by the DWGWP Division. Construction of additional nonexempt buildings including commercial/residential buildings, or change-in-use, is not allowed without prior permitting by the DWGWP Division and such permit may not be granted unless the proposal conforms to the applicable laws and regulations.



DOCUMENTS FOR RECORDING

WW-2-0993-2R

Wastewater System and Potable Water Supply Permit
Page 2 of 2

- 1.6 Each purchaser of any portion of the project shall be shown a copy of the Wastewater System and Potable Water Supply Permit and the stamped plan, if applicable, prior to conveyance of any portion of the project to that purchaser.
- 1.7 All previous permits and/or Certifications required by DWGWP Division for this property shall remain in full effect unless specifically modified or amended herein. Upon transfer of ownership (partial or whole) of this project, the transferee shall become permittee and subject to compliance with the terms and conditions of this and impending permits.
- 1.8 By acceptance of this permit, the landowner agrees to allow representatives of the State of Vermont access to the property subject to this permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental/health statutes, regulations, and permit conditions, including performing an inspection of the wastewater disposal and water supply systems serving the/each structure.
- 1.9 Any person aggrieved by this permit may appeal to the Environmental Court within 30 days of the date of issuance of this permit in accordance with 10 V.S.A. Chapter 220 and the Vermont Rules of Environmental Court Proceedings.

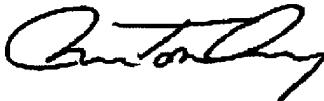
2. WATER SUPPLY

- 2.1 The project is approved with an existing on-site drilled well water supply system having a maximum design flow of **855** gallons per day provided the water supply meets or exceeds the isolation distances, construction standards, and water quality standards required in the Water Supply Rule. The landowner shall operate the potable water supply in a manner that keeps the supply free from contamination.
- 2.2 No changes shall be made to the existing water system unless prior approval is obtained from the DWGWP Division. No other means of obtaining potable water shall be allowed without prior review and approval by the DWGWP Division unless otherwise exempt. The landowner shall immediately notify the Division if the water supply system fails to function properly and becomes a "failed supply".

3. WASTEWATER DISPOSAL

- 3.1 This project is approved for the disposal of wastewater in accordance with the design depicted on the stamped plan for a previously permitted maximum of **750** gallons of wastewater per day. The system shall be operated at all times in a manner that will not permit the discharge of effluent onto the surface of the ground or into the waters of the State. Should the system fail and not qualify for the minor repair or replacement exemption, the current landowner shall engage a qualified Vermont Licensed Designer to evaluate the cause of the failure and to submit an application to this office and receive written approval prior to correcting the failure.
- 3.2 The components of the sanitary wastewater system herein approved shall be routinely and reliably inspected during construction by a Vermont Licensed Designer (or where allowed, the installer) who shall, upon completion and prior to the use of the converted structure, report in writing to the DWGWP Division that the installation was accomplished in accordance with the referenced plans and permit conditions, as specifically directed in Condition #1.5 herein.
- 3.3 The wastewater system for this project is approved for domestic type wastewater only except as allowed for water treatment discharges. No discharge of other type process wastewater is permitted unless prior written approval is obtained from the DWGWP Division.

David K. Mears, Commissioner
Department of Environmental Conservation



Dated April 2, 2014.

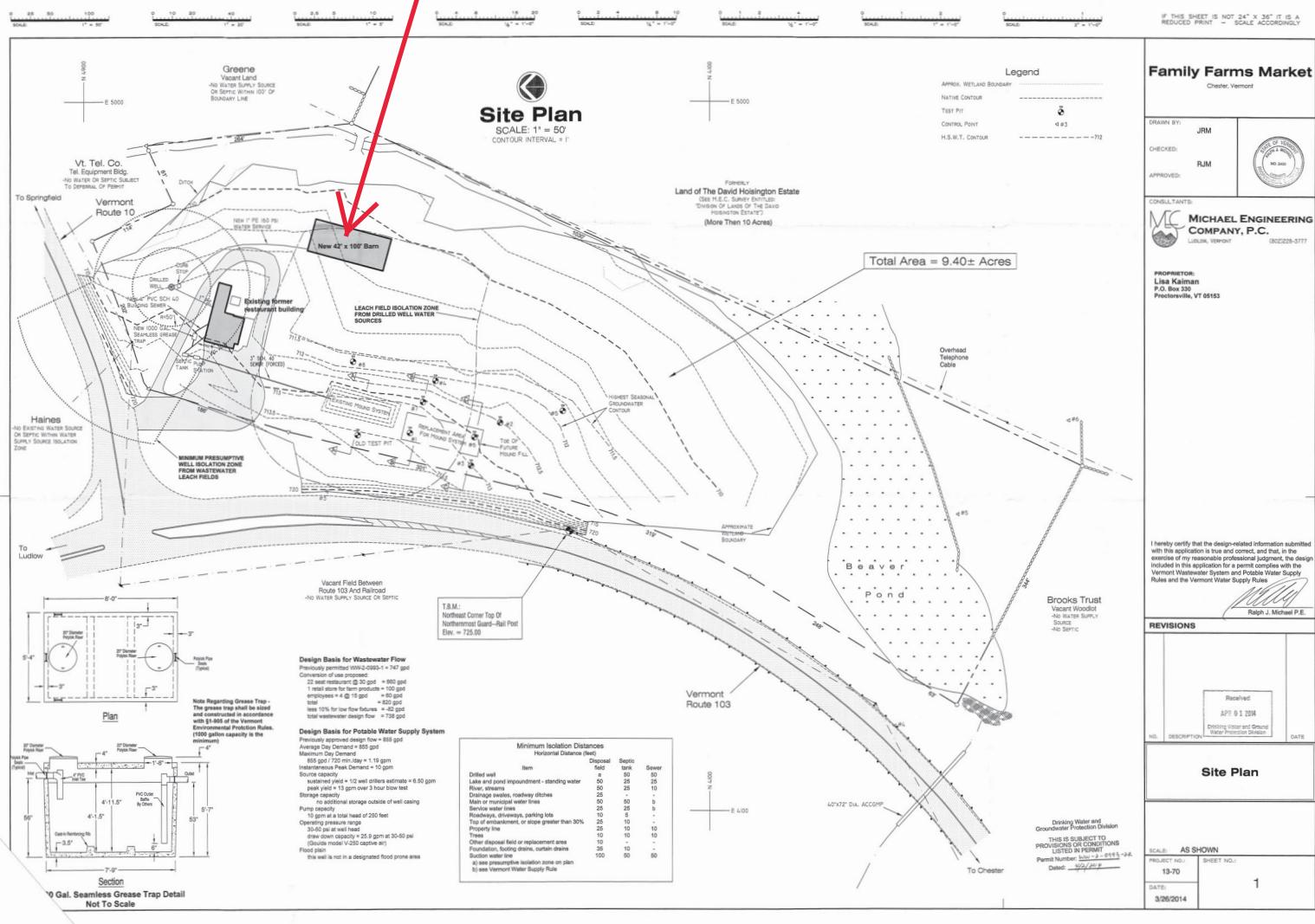
By
Chris Tomberg, Asst. Regional Engineer
Springfield Regional Office
DWGWP Division

TOWN CLERK'S OFFICE, CHESTER, VT
RECEIVED May 08, 2014 11:00A
RECORDED IN VOL: 153 PG: 259
DEBORAH J. ALDRICH
TOWN CLERK

cc Chester Planning Commission
Ralph Michael P.E.
Melvin Fink, Esq
DWGWP Division - Meredith Simard
Department of Public Safety, Division of Fire Safety
Department of Health - Food & Lodging Licenses

TRANZON AUCTION PROPERTIES' DISCLAIMER: The following 2014 site plan is referenced in the Wastewater System and Potable Water Supply Permit and is being provided for informational purposes. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

Tranzon Auction Properties' Note: This was a hoop barn which currently only has the walls and needs a hoop cover.



ZONING

For your convenience, a portion of the zoning is included in this package. Please contact the municipality to verify and obtain complete zoning information.

Additional zoning information is available on the Town of Chester's website at <https://www.chestervt.gov/planning--zoning.html>. Interested parties should confirm this is the most current zoning/land use information.



CHESTER UNIFIED DEVELOPMENT BYLAWS

2.9 Rural Mixed Use (RMU) District

A. Purpose: To allow for moderate density, mixed use development in three small clusters of existing development located along major thoroughfares. All new development, redevelopment and infill development will employ sound access management techniques and incorporate smart growth principles as defined in state law [24 V.S.A. § 2791].

B. Permitted Uses: The following land uses require a zoning permit issued by the Zoning Administrator (see Section 7.2):

1. Accessory Dwelling
2. Accessory Structure
3. Accessory Use (e.g., Home Child Care Facility)
4. Agricultural/Forestry (See Sec. 4.3 Limitations & Exemptions)
5. Art Studio and/or Gallery
6. Dwelling – Single- and Two-Household
7. Family Child Care Home
8. Group Home
9. Home Occupation
10. Private Broadcast Facility

C. Conditional Uses: The following land uses require conditional use review by the Development Review Board (see Section 4.8) and a zoning permit issued by the Zoning Administrator (see Section 7.2):

1. Animal Hospital
2. Animal Kennel
3. Arts & Entertainment
4. Automotive Service/Sales/Fuel
5. Building and Construction Trades
6. Civic/Institutional
7. Commercial Storage Unit
8. Cottage Court
9. Dwelling – Multi-Household
10. Family Child Care Facility
11. Food Truck/Food Cart/Food Stand
12. Health Care Facility
13. Heavy Construction Trades
14. Home Business
15. Light Industrial
16. Mobile Home Park
17. Multi-Purpose
18. Nursery

CHESTER UNIFIED DEVELOPMENT BYLAWS

19. Open Market
20. Personal Service Shop
21. Professional Office
22. Pub/Tavern/Bar
23. Recreation
24. Residential Care Home
25. Restaurant
26. Retail Store
27. Tourist Lodging
28. Wood Processing

D. Dimensional Standards:

Minimum Lot Size	2 acres
Minimum Lot Frontage	150 ft.
Minimum Front Yard Setback	40 ft.
Minimum Side Yard Setback	30 ft.
Minimum Rear Yard Setback	30 ft.
Maximum Lot Coverage	30%
Maximum Building Height	35 ft.

E. Supplemental Standards:

- 1. Character of Development.** New development and redevelopment in this area shall continue in the current moderate density, with a mix of commercial, light industrial and residential uses.
- 2. Driveways.** All new driveways and substantially reconstructed existing driveways shall meet the Agency of Transportation's *Access Management Program Guidelines*, as most recently adopted.
- 3. Gassetts.** New development and redevelopment in this area shall continue in the current moderate density, with a mix of commercial, light industrial and residential uses.
- 4. VT Route 103 South.** New buildings and modifications to existing buildings shall extend the historic pattern of higher density, mixed use village development that includes single and multi-family dwellings, civic and mixed-use buildings (e.g., residential apartments over commercial storefronts), and new public greens all interconnected via pedestrian paths or sidewalks. The desired character of this area requires a shift from vehicle- oriented development allowed under the former Zoning Bylaws, to a more pedestrian-friendly form of mixed-use development. All new driveways and substantially reconstructed existing driveways shall meet the Agency of Transportation's *Access Management Program Guidelines*, as most recently adopted.

CHESTER UNIFIED DEVELOPMENT BYLAWS

2.11 Rural 3 Acre (RUR-3) District

A. Purpose: To provide for the rural countryside and working landscape activities, while also accommodating low-density residences and home businesses that are consistent with the Chester Town Plan.

B. Permitted Uses: The following land uses require a zoning permit issued by the Zoning Administrator (see Section 7.2):

1. Accessory Dwelling
2. Accessory Structure
3. Accessory Use (e.g., Home Child Care Facility)
4. Agricultural/Forestry (See Sec.4.3 Limitations & Exemptions)
5. Dwellings – Single- and Two-Household
6. Family Child Care Home
7. Group Home
8. Home Occupation

C. Conditional Uses: The following land uses require conditional use review by the Development Review Board (see Section 4.8) and a zoning permit issued by the Zoning Administrator (see Section 7.2):

1. Animal Hospital
2. Animal Kennel
3. Art Studio and/or Gallery
4. Building and Construction Trades
5. Campground
6. Civic Institutional
7. Dwellings – Multi-Household
8. Extraction Operations
9. Family Child Care Facility
10. Food Truck/Food Cart/Food Stand
11. Heavy Construction Trades
12. Home Business
13. Mobile Home Park
14. Nursery
15. Professional Office
16. Recreation
17. Sawmill
18. Tourist Lodging
19. Wireless Communication Facility
20. Wood Processing

CHESTER UNIFIED DEVELOPMENT BYLAWS

D. Dimensional Standards:

Minimum Lot Size	3 acres
Minimum Lot Frontage	150 ft.
Minimum Front Yard Setback	40 ft.
Minimum Side Yard Setback	30 ft.
Minimum Rear Yard Setback	30 ft.
Maximum Lot Coverage	20%
Maximum Building Height	35 ft.

E. Supplemental Standards:

1. Driveways. All new driveways and substantially reconstructed driveways shall meet the AOT Access Management Program Guidelines and/or the Town of Chester Road & Bridge Specifications.

2. Character of Development. New development and modifications to existing buildings and uses shall be consistent with the existing character of the area and compatible with adjacent land uses with respect to traffic, noise, vibrations, or other impacts in conflict with residential uses.

3. Landscaping and Screening. The Development Review Board shall require landscaping or other screening between incompatible uses or structures.



ONLINE TIMED AUCTION | FREQUENTLY ASKED QUESTIONS

When should I register for an online auction?

We recommend that you register as soon as possible. This allows you to become familiar with the online process and makes things easier when the auction opens.

Am I obligated to bid once I register?

No. You must register to be able to bid, but registration does not in any way obligate you to bid.

What is a bidding deposit? How is it different from an earnest money deposit?

Auction participants make a financial commitment to perform in order to be approved to bid, sometimes in the form of a credit card hold (see below) and sometimes in the form of certified or wired funds (also known as a bidding deposit) which are refunded after the close of the auction if you are not the winning bidder. Deposit terms and amounts for each auction can vary and are found in the Terms and Conditions.

The earnest money deposit is due upon notification that you are the winning bidder. This deposit acts as a payment toward the total purchase price and security against default. The amount of the deposit can be a percentage of your purchase price or a set amount. If certified or wired funds were required to bid, they will go toward any earnest money deposit amount due.

If you ask for my credit card information during the registration process, do you actually charge my card?

Your card will not be charged at the time of registration. However, a temporary hold may be placed on your card in lieu of a bidding deposit. The hold amount varies for different auctions (read the specific Terms and Conditions on the tranzon.com listing page or in the auction's Property Information Package). If you are not the successful bidder, any hold will be removed after the auction, generally within 24 hours. If you are the high bidder, the hold will remain in place until your obligations under the Terms and Conditions are met. Credit card holds are only processed as a penalty in the event that the high bidder defaults on his or her obligations under the Terms and Conditions.

Is the credit card hold a part of my earnest money deposit if I am the high bidder?

No. If a hold was placed on your credit card, you will need to comply separately with any earnest money deposit requirements. Once receipt of your earnest money deposit is confirmed, the hold on your card will be released. You will want to consult the Terms and Conditions for the auction to make sure you understand these requirements.

How do I register for an online auction?

You can register for an online auction through www.tranzon.com. Simply click "Online Auctions" in the BUY menu. Find the auction you are interested in and click the button that says "Login & Register to Bid." Then follow the instructions to register. You will be notified when your registration has been approved. After you have received approval notification, you can return to the auction at any time when bidding is open, log in, and bid.

When will the auction start? When will bidding end?

Bidding on any Tranzon online auction will begin and end at the times clearly shown on the listing page on tranzon.com and in the Property Information Package for the particular auction – or as extended (see "What is the auto-extend feature?" for more information). Please be careful to note that all times are expressed in Eastern Time (ET), so be sure to convert to local time for auctions outside of the Eastern time zone of the United States.

How should I prepare to participate in an online auction?

Here's a checklist you'll want to make sure to cover before you bid:

- Download and thoroughly read the Property Information Package (PIP), found in the "Documents" list on the property listing page, to make sure you understand what you're bidding on and the terms of the sale.
- Carefully read and accept the auction's Terms and Conditions.
- You're strongly encouraged to attend one of the available property previews or speak to the listed auction contact about scheduling a preview. Auction properties are sold without contingency, so you should see the property for yourself before bidding to ensure that it meets your needs as-is.
- Log into tranzon.com and register on the property listing page for your auction. You will be asked to certify that you have read and accepted the Terms and Conditions for the auction.

Should I wait until the last minute to bid?

You can certainly bid whenever you choose during the time that bidding is open. We recommend, however, that you not wait until the last minute to bid, in order to make sure that you do not miss an opportunity to bid because of technical or other issues that might arise. There is no particular advantage to waiting until the very last moment, as most Tranzon auctions feature an anti-sniping extension called auto-extend (see below) that limits a bidder's ability to become the winning bidder simply by submitting a bid at the very last moment.

What is the auto-extend feature?

If someone bids within the last few minutes of the auction, the timer for the auction will automatically extend. These "auto-extend" time periods can differ for particular auctions, so be sure to check the auto-extend times for your particular auction, which will be clearly noted in the Terms and Conditions. The extension process will continue until no further bids are placed before the closing time, as extended.

For example, an auction has a 2-minute auto-extend provision, and bidding is scheduled to close at 11:00 AM. A bid is placed at 10:59 AM (within 2 minutes of the scheduled closing time). This triggers an automatic two-minute reset of the countdown clock, adjusting the auction's end time to 11:01AM. The time will continue to extend in this way until no bids are placed for at least 2 minutes.

What is the Maximum Bid feature?

The Maximum Bid, or "Max Bid," feature allows you to put into the system your highest bid. The system will then bid on your behalf in the next increment up to but not exceeding that number. If no one bids against you, the system will not further raise your bid. Max Bidding is kind of a "set it and forget it" bid, but you will want to stay tuned to see if other bidders have exceeded your maximum. You can raise your Max Bid at any time prior to the close of bidding.

What happens if two people enter the same Maximum Bid?

If two bidders enter the same number as a Max Bid, the bidder who entered the Max Bid first will be considered the current high bidder at the full Max Bid amount (tie goes to the runner, in this case to the Max Bidder who was first-in-time to enter the Max Bid at that amount). For this reason, if you plan to enter a Max Bid, we recommend you enter it as soon as possible once the bidding starts.

After I have entered a Maximum Bid, what happens when someone enters a manual bid that is less than my Maximum Bid, or at the same level as my Maximum Bid?

After you have entered a Max Bid, if another bidder enters a specific (manual) bid at an amount less than your Max Bid, your bid will be advanced to the next increment higher than the other bidder's manual bid, subject always to not exceeding your Max Bid amount. If the other bidder enters a manual bid in the same amount as your previously-registered Max Bid, your Max Bid will match the manual bid and your Max Bid will be considered the high bid at that amount (again, tie goes to the runner, in this case the Max Bidder who had previously entered a Max Bid at that amount instead of the bidder who entered a manual bid at the same amount later).

I was the high bidder. What happens next?

An agent from our office will either call or email you soon after the bidding closes, typically within 24 hours.

- If the auction did not have a reserve and did not require seller confirmation, our agent will provide you with instructions for submitting your earnest money deposit, scheduling the closing, and other post-auction details.
- If the auction was subject to a reserve or required seller confirmation, our agent will advise whether your high bid has been accepted. If your high bid is accepted, we will provide you with instructions for submitting your earnest money deposit, scheduling of the closing and other post-auction details. If your high bid is not accepted, we will advise you as to next steps. In most cases where the high bid is not accepted by the seller, post-auction offers will be considered and should be submitted through the Tranzon agent.

What if I have other questions?

Call or e-mail the contact listed on the auction's property listing page or contact the Tranzon main office at 866-872-6966 (toll-free). Our auction professionals are always happy to help with any questions you might have.

SALE/LEGAL DOCS



Terms and Conditions for Timed Online Auctions

The following Terms and Conditions apply to all online auctions conducted by Tranzon member companies. The auction company or companies conducting this auction is or are referred to as "we" or "our" or "Auctioneer" in the following Terms and Conditions, and references to the Auctioneer include all of the Auctioneer's employees, officers, directors, principals, employees, agents and other representatives. The Auctioneer is a member company in Tranzon, LLC. All Tranzon member companies are independently owned and operated.

The Auctioneer is conducting this auction as an online auction only. Bidders are referred to as "you" or "your" or "Bidder(s)" in the following Terms and Conditions. You are required to acknowledge that you have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction. In addition, the Auctioneer may add additional terms and conditions (the "Additional Terms and Conditions") for this auction, and you will be required to acknowledge that you have read and understand any such Additional Terms and Conditions. Such Additional Terms and Conditions may include notification that there is a published or unpublished reserve, or that the results of the bidding at this auction are subject to Seller confirmation. In the event of any conflict between these Terms and Conditions and any such Additional Terms and Conditions provided by the Auctioneer, the Additional Terms and Conditions shall apply and shall supersede any conflicting provisions in these Terms and Conditions.

Agent for Seller: The Auctioneer does not own the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this auction transaction.

Due Diligence: It is your responsibility to obtain and read the Property Information Package relating to the property being sold at this auction, as well as any and all other information made available on the Tranzon website relating to this auction and the property being sold at this auction. You acknowledge and represent that you have done so. Notwithstanding the foregoing, you also acknowledge and agree that the sale pursuant to this auction is being made on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. You further acknowledge that any information contained in the Property Information Package or otherwise obtained through the Tranzon website or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer's and the Seller's actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; assess the accuracy and completeness of the information contained in the Property Information Package and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guarantees. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice of your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the Property Information Package or other documents, through the Auctioneer's website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.

No Conditions or Contingencies: Without limiting the generality of the foregoing, you acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any broker participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to the terms of the Purchase Contract based upon any failure of the property to conform to any description contained in the Property Information Package, or to any standard or any expectation that you may have in connection with the property; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. **You represent and warrant that by registering to bid and bidding during this auction, you have conducted all necessary investigations, and have determined to place a bid relying solely on your own independent investigation or verification of material facts concerning the sale and the suitability of the property for your intended use if you are the successful bidder.**

Registration and Verification: In order to bid at this auction, you will be required to register at the Tranzon website, www.tranzon.com (the "Tranzon website"). All Bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer's sole discretion based on the Auctioneer's past experience with the registering bidder or otherwise, and may be subject to verification through credit card information in the registration process. You may be asked to provide credit card information for this purpose, and we will use a third-party service or other process to verify that your credit card is valid and has available credit.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. In addition, bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

Bidding Time: This auction is a timed auction event. Bidding is scheduled to begin and close at the times set forth on the Tranzon website. All time references on the bidding site for Tranzon online auctions are **expressed in Eastern Time**, and you should therefore be mindful of the need to convert to local time when bidding on auctions of properties located in other time zones. It is your responsibility to check the Tranzon website carefully so that you are aware of the scheduled closing time.

Extended Bidding Time: The Auction is scheduled to begin on the "Starting Date and Time" and tentatively end on the "Scheduled Ending Date and Time" that are listed on the property page of Tranzon's website; however, for a bid received just before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the Auction open for an additional period of time beyond the time that the last bid was received, and this process will repeat every time a subsequent bid is received. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed. The number of minutes of Extended Bidding Time may vary in the sole discretion of the Auctioneer. For example, if the extension period specified by the auctioneer is 4 minutes, and the scheduled ending time is 2 PM but a bid is placed at 1:59 PM, the auction closing time would be extended by 4 minutes and the auction would close at 2:03 PM. Because of the possibility of extended bidding time, Bidders should continue to participate in the auction until receiving notification that the auction has closed and, in the case of a presumed High Bidder, until receiving a notification of the amount of the high bid as of the time of closing of the auction.

Bidder Responsibility: Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Bid Increments: Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which we, in our sole discretion, have determined. We may, in our sole discretion, change or modify the required bid increments from time to time, or at multiple times, during the auction.

Maximum Bid Amount: We also provide opportunities for a bidder to submit a maximum bid amount (often called a "Max Bid") and to direct that our website bid on such bidder's behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a

max bid with the same maximum bid amount as was previously authorized by another bidder's max bid, or enter a specific bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among competitive bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" in the Auctioneer's sole discretion. All decisions by the Auctioneer shall be final.

Technical Problems: We have made reasonable efforts to provide for online bidding for this auction. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Tranzon website, our online bidding program and process, your or our internet service and access, and your connection to this auction's bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

Terms Specific to This Auction or Property: As noted above, the Auctioneer may provide Additional Terms and Conditions that are specific to this auction or the property or properties being sold at this auction. Without limiting the generality of the foregoing, such Additional Terms and Conditions may, but shall not necessarily be required to, relate to the following provisions, among others: extended bidding time; and bid increments.

Bidding Authorization: A bid deposit in an amount set forth on the Tranzon website or as communicated by the Auctioneer in the Additional Terms and Conditions may be required in order to bid. Any such deposit will be required in actual funds, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the return of any such funds after the conclusion of the auction. Alternatively, in some instances a credit card preauthorization may be accepted for bidding authorization, not as a deposit. Please see specific requirements associated with the property for which you are registering to bid, as set forth on the Tranzon website or in the Additional Terms and Conditions.

Earnest Money Deposit: If you are the successful bidder, you may then be required to tender a deposit or an additional deposit in the form of a cashier's check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction, to be held by the Auctioneer or a designated escrow agent, all as set forth on the Tranzon website or in the Additional Terms and Conditions.

Purchase Contract: If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document, however captioned or titled (the "Purchase Contract") and other necessary documents in the form designated by, and within the time periods established by, the Auctioneer, generally 24 hours. The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's purchase of the property must be completed. Copies of some or all of these documents are available on the Tranzon website or may be obtained from the Auctioneer, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the successful bidder are exclusively as set forth in the Purchase Contract.

Buyer's Premium: A buyer's premium ("Buyer's Premium") in a percentage specified by the Auctioneer as noted on the Tranzon website for each specific property auction or in the Additional Terms and Conditions may be added to the successful bidder's highest bid price. Any such Buyer's Premium shall become part of the total purchase price in the Purchase Contract, and must be paid by the successful bidder.

Closing: All sales must close within a period of time (the "Closing Time") or on a date certain (the "Closing Date") set forth in the Purchase Contract, unless extended by the Seller in writing. Unless otherwise provided in the Purchase Contract or other documents pertaining to this particular auction, any extensions shall be requested in writing not later than five (5) days before expiration of the Closing Time or the scheduled Closing Date, as the case may be, and any such requests may or may not be considered by the Seller and granted by the Seller in the Seller's sole discretion. In preparation for the closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful bidder to the Seller or its closing agent(s), in immediately available funds or by wire transfer as directed by the Seller's closing agent(s), not later than forty-eight (48) hours before the scheduled closing or at such other time as may be expressly designated by the Seller's closing agent(s).

High Bidder's Default: Successful Bidders who fail to close in a timely manner for any reason shall be required to release their deposit(s) to Seller as partial and nonexclusive liquidated damages and not as a penalty, and the Seller retains the unilateral right to cancel any escrow and retain the successful bidder's deposit in the event the successful bidder fails to complete the purchase as required by the terms of the Purchase Contract. In addition, in the event the successful bidder fails to submit the executed Purchase Contract and any required earnest money deposit as required by these Terms and Conditions and any Additional Terms and Conditions, the successful bidder agrees to pay to the Auctioneer a fee in the amount of Ten Thousand Dollars (\$10,000.00) or such other amount as may be specified in any Additional Terms and Conditions, which amount may be paid by retention of the high bidder's deposit check or the credit card submitted for bidding authorization, in the sole discretion of the Auctioneer, as a penalty for non-performance. A successful bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by the Auctioneer or the Auctioneer's affiliates, in the discretion of the Auctioneer and any such affiliate or affiliates. These remedies are in addition to any other remedies, including specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right immediately to put the property up for sale again.

General Terms and Conditions: You acknowledge and understand that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw the property or any one or more properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. You further acknowledge that neither the Seller nor the Auctioneer nor any broker involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning bidder. The Auctioneer may sell the property or any one or more properties subject to this auction in advance of the auction, in the Auctioneer's sole discretion. The sole and exclusive venue for any disputes regarding or relating in any way to this auction or the transactions made in conjunction with this auction shall be in the state courts of general jurisdiction located in the jurisdiction where the property that is subject to this auction is located, or if more than one such jurisdiction is related to such property or properties, in any one of such jurisdictions as the Auctioneer may select, or, at the election of the Seller in its sole discretion in any jurisdiction where the Seller maintains a principal or other place of business, and you irrevocably submit to the jurisdiction of such courts.

- **Property Information Package:** Prior to bidding, interested parties should download and review the Property Information Package (PIP) available at www.tranzon.com/AP26009. In addition to property information, the PIP includes Online Auction FAQs.
- **Subject to Sale Prior to Auction:** Property may be sold prior to conclusion of online bidding.
- **Auction Type:** Seller has the right to reject or accept high bid. High Bidder will be notified if high bid has been accepted or rejected.
- **Bidding Authorization Credit Card Hold:** \$5,000.00 credit card hold at the time of registering to bid online.
- **Proof of Funds:** At Seller's sole discretion, Seller has the right to request proof of funds from any registered bidder and has the right to request Auctioneer to suspend or terminate bidding privileges.
- **High Bidder's Default – Non-Performance Fee:** As noted in the Terms and Conditions for Timed Online Auctions, failure of High Bidder to submit an executed Purchase & Sale Agreement and any required earnest money deposit will result in the defaulted High Bidder's registered credit card being charged a fee equal to up to \$10,000.00 for non-performance.
- **Bidding:** Bidders must take care in entering bids, and each bidder will be responsible for all bids placed under the bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered bidder and may not be modified, retracted or rescinded in whole or in part.
- **Extended Bidding Time:** As noted in the Terms and Conditions for Timed Online Auctions, there is an automatic extension feature that will extend the auction ending time for an additional period of time. The extension bidding time for this auction will be 2 minutes. For complete details, please see Extended Bidding Time in the Terms and Conditions for Timed Online Auctions.
- **Buyer's Premium:** A ten percent (10%) Buyer's Premium will be added to the High Bid amount.
- **Purchase & Sale Agreement Execution:** At the time of registering to bid for an online auction, bidders must provide an e-mail and telephone number they can be reached at immediately following the close of the online bidding event. Immediately after the close of the online bidding event, High Bidder must execute the Purchase & Sale Agreement via a secure online document signing service. The High Bid offer will remain valid, irrevocable and available for the Seller's acceptance.
- **Earnest Money Deposit:** High Bidder will be required within twenty-four (24) hours following the close of the online auction bidding event, to submit to Tranzon Auction Properties by wire transfer, bank check, cashier's check or certified check in United States funds and payable to Tranzon Auction Properties Escrow Account, a non-refundable (unless High Bid rejected) Deposit equaling ten percent (10%) of the Purchase Price (High Bid Amount + 10% Buyer's Premium = Purchase Price).
- **Closing:** Must be on or before the date indicated in the Purchase and Sale Agreement.
- **Agents Welcome:** Agent participation is being offered. Please visit our website at www.tranzon.com/AP26009 or call us for details.

PURCHASE AND SALE AGREEMENT
REAL ESTATE

This Purchase and Sale Agreement (hereinafter called "Agreement") is made this _____ day of _____, 2026 by and between **Anmik, LLC** with an address of _____
(hereinafter called "Seller")

and

_____ with an address of _____
(hereinafter called "Buyer"), who agree as follows:

WHEREAS, by making a bid/offer for the Property, the Buyer is deemed to have acknowledged and read this Agreement and all other disclosures and information about the Property and has agreed that the Buyer understood those documents and agreed to be bound by them; and

WHEREAS, the Buyer was the high bidder at the conclusion of the auction (if applicable) for the Property; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the sufficiency of which is acknowledged, the Seller and Buyer agree as follows:

1. Description of Real Estate and Personal Property to be Conveyed (hereinafter called "Property"). The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the real estate and any improvements thereto located at **32 VT Route 10, Chester, County of Windsor, Vermont** which real estate is further identified by the **Town of Chester as Parcel ID 060103.100**. The personal property, which will be sold with the real estate and as a sale in the entirety, consists generally of kitchen fixtures and equipment located on or within the said real estate and as may be owned by the Seller with the **exception that the refrigeration units located in the open area are not included**. Personal property owned by tenants is not included in the sale.

Such transaction is subject to the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference.

2. Purchase Price, Deposit and Allocation Value.

(a). Purchase Price calculated as:

High Bid: \$ _____

10% Buyer's Premium: (+) \$ _____

Purchase Price: (=) \$ _____

10% Deposit* \$ _____

***Within Twenty-Four (24) hours following the close of the online auction bidding**, Tranzon Auction Properties (hereinafter called "Auction Firm") must receive from Buyer by wire transfer, bank check, cashier's check or certified check in United States funds payable to "Tranzon Auction Properties Escrow Account", a Deposit equaling Ten Percent (10%) of the Purchase

Price. The Deposit is non-refundable other than as outlined in Agreement below or if High Bid not accepted by the Seller, then Seller will cause Auction Firm to return Deposit to Buyer. If an attorney or title company is required to hold the Deposit, Auction Firm will transfer Deposit to appropriate escrow agent.

Buyer is required to pay the balance of the Purchase Price at the time of closing in immediately available United States funds as provided herein.

(b). Allocation of Value:

The Buyer will be required, unless exempt, to pay at closing any required sales tax or fees (if applicable) on the transfer of personal property. The Seller and Buyer agree to the allocation of the Purchase Price between the real estate and personal property to be as set forth below.

Allocation of value: _____ (real property)

_____ (personal property)

OR check here _____ if amount is to be determined prior to closing

If the parties are unable to agree on an allocation of the purchase price, the allocation shall be determined by the Seller based on valuation information currently available to the Seller.

3. **Irrevocable Offer.** The offer set forth in this Agreement will remain valid, irrevocable and available for the Seller's acceptance. No obligation to sell the Property or any portion thereof shall be created or binding on Seller unless and until the Agreement is signed by the Seller and delivered by Seller or Auction Firm to Buyer.

4. **Closing.** Buyer is required to pay the balance due on the Purchase Price at the time of closing in immediately available United States funds. Closing shall occur **no more than 45 days** following the Effective Date of this Agreement (the "Closing Date"). Seller and Buyer mutually agree that time is of the essence with respect to the Closing Date. The Closing Date shall be extended for any period of time necessary for Seller to cure title defects as more fully described below. As to the Buyer, there will be no exceptions to the Closing Date.

5. **Deed of Conveyance.** Seller shall, at closing, execute and deliver to Buyer a Quitclaim Deed with Covenant for the Property.

6. **Title.** Seller will convey title to said Property in accordance with the Standards of Title adopted by the Vermont Bar Association, and free and clear of all encumbrances, except but not limited to Federal, State and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws; building and/or zoning restrictions of record; restrictive covenants and conditions of record; municipal code violations; usual public utilities associated with servicing of Property, usual easement/rights-of-way of any description or source; rights public and private, in all roads, streets and easements which may be included within the lines of the property; rights of adjoining land owners; improvements, impediments, barriers, obstacles, easements, or encroachments otherwise of record or visible upon the ground; such state of facts as an accurate survey and physical inspection of the Property would reveal, and rights of tenants, if any.

The Buyer acknowledges that if there is/are existing mortgage(s) on the Property those mortgages shall be paid on or before the Closing Date by the Seller and such mortgage shall not constitute a title defect within the meaning of this Agreement so long as the mortgage(s) is/are discharged in connection with the closing.

7. Title Examination. Buyer may examine title to the Property for the ten (10) day period immediately following the Effective Date of this Agreement and may, within that ten (10) day period, notify Seller in writing (the "Title Defect Notice") of any defects in title which may render the title to the Property uninsurable under the Standards of Title adopted by the Vermont Bar Association. The Title Defect Notice shall state with specificity the title defect and the requested remedy and include any recorded documents causing the defect. After receipt of the Title Defect Notice, Seller may, at its sole option, either: (i) terminate this Agreement; (ii) or proceed to attempt to cure the title defects referenced in the Title Defect Notice. Seller shall have forty-five (45) days, from Title Defect Notice, to cure any defects of title which may render the title uninsurable under the Standards of Title adopted by the Vermont Bar Association so brought to its attention in the Title Defect Notice. The Closing Date shall be automatically extended in the event Seller elects to attempt to cure such defects. In the event Seller fails to remedy the defects referenced in the Title Defect Notice within such time frame, Buyer's exclusive and sole remedy, whether in law or equity, is the right to rescind the Agreement and have the Deposit and any Additional Deposit refunded. If Buyer fails to rescind within ten (10) days of Seller's notice that it has not cured defects referenced in the Title Defect Notice or lapsing of the 45-day cure period, Buyer will be deemed to have waived such defects in title and to have agreed to accept title subject to the alleged defect.

8. Costs and Expenses. Buyer will assume responsibility and all associated costs of: Title search and/or examination, title insurance coverage; any inspection and property reports obtained by Buyer; Buyer's share of pro-rated real estate taxes; Buyer's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Buyer's customary share of applicable transfer tax; and representation by legal counsel.

Seller will assume responsibility and all associated costs of: Seller's share of pro-rated real estate taxes; Seller's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Seller's customary share of applicable transfer tax; Seller's document preparation and processing fees; and representation by legal counsel.

9. Possession. Buyer shall only be entitled to possession of Property at Closing. Property is currently rented on a month-to-month basis per a verbal agreement between the Seller and occupant. Buyer has the option to either accept or reject the occupant in possession.

CHECK ONE

Buyer elects to **receive** Property in **vacant** at Closing.

Buyer elects to **accept** property with current **occupant in possession**.

10. Rent and Security Deposit. If Buyer elects to accept property with current occupant then collected rent will be prorated as of the Closing, and Seller agrees that if rent is delivered to Seller after Closing then Seller shall remit rent to Buyer.

Tenant security deposit (if any) will be transferred to Buyer at Closing in the form of a check from Seller to Buyer.

Seller represents that there will be no outstanding agreements with tenant regarding repairs to be done by Seller or by tenant against future rent monies at transfer of title, and that no rental income has been or will be collected in advance of the time when it becomes due, except as otherwise acknowledged and agreed to elsewhere in the Agreement.

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

12. Income Tax Withholding Requirements if Seller is a Nonresident of Vermont. 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. 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 the tax in the form of a certificate of residence status.

13. Risk of Loss/Condemnation. In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled, to the same extent that Seller would have been so entitled, to proceeds of condemnation when paid. In the event that a material portion of the Property is damaged or destroyed by fire or other casualty prior to Closing, then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled to all insurance proceeds, if any, to the same extent that Seller would have been so entitled. Seller is not required to carry property insurance.

14. No Warranties; Risk of Defects. No warranties are made concerning the condition of Property. All warranties are disclaimed with respect to any improvement located on said Property, including improvements located underground and the location and/or boundaries of said Property. The Buyer shall assume risk for any defects. Buyer of said Property expressly acknowledges and agrees that the Purchase Price reflects the "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" condition of said Property and the assumption of all risks relating to disclosed and undisclosed defects. Without limiting the generality of the foregoing, no representation or warranty is made as to the Property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any relating to zoning, environmental law, dangerous chemicals or hazardous waste. Buyer is relying upon its own inspection, and its own professional advisors in its examination of the Property and all improvements thereon. Buyer hereby represents, warrants and covenants to Seller that, prior to the Effective Date, Buyer has conducted Buyer's own investigation of the Property and the physical condition, if access available, thereof. Buyer agrees that neither Seller nor Tranzon Auction Properties, or any of their agents, representatives, or employees are giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expenses for any title search, title examination or title insurance. Buyer further acknowledges and agrees they have in no way relied on representations made by Seller, Tranzon Auction Properties, or any of their agents, representatives, or employees.

15. No Contingencies. The Buyer's commitment under this Agreement is NOT contingent upon securing financing or upon any other conditions including diligence; the Deposit and any Additional

Deposit will not be refunded due to any inability to obtain financing or any other failure by Buyer to perform.

16. Buyer Default/Termination. If Buyer shall either default in the making of any payment required herein, including payment of the Deposit in accordance with the terms of Section 2 hereof or payment of any Additional Deposit, or shall fail to comply with any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions, Seller shall, in addition to any other right or rights available as a matter of law or equity, retain the Deposit and any Additional Deposit made or required to be made as liquidated damages; declare Buyer's rights under this Agreement terminated and at an end; and Seller may resell the Property or re-advertise the Property for sale, at Seller's option. Seller shall be entitled to recover from Buyer all attorneys' fees and costs, including paralegal fees incurred by Seller in connection with any default or breach by Buyer of any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions.

17. Seller Default. If the sale of the Property is not closed due to any act or inaction by the Seller, including the inability of the Seller to convey title, the Buyer shall not be entitled to seek damages, penalty or specific performance from the Seller. Buyer's sole and exclusive remedy shall only be a refund of the Deposit and any Additional Deposit paid by Buyer. Upon return of the Deposit and any Additional Deposit, this Agreement shall terminate and neither party shall have any rights or obligations hereunder.

18. Limitation of Buyer's Damages. Buyer agrees that in any dispute or action arising out of this Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Buyer's deposit(s), repayable without interest, and that under no circumstances may such damages include without limitation, any claims for punitive damages, specific performance, lost profits, compensatory damages, consequential damages and/or attorneys' fees.

19. Number/Gender/Joint and Several Obligations. The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof. This Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

20. Entire Agreement; Amendment; Non-Waiver. This Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference constitute the entire agreement between the Seller and Buyer, supersedes all prior negotiations and understandings, shall not be altered or amended except by written amendment signed by Seller and Buyer, and Buyer hereby acknowledges the Agreement, Terms and Conditions for Online Auctions, and Additional Terms and Conditions have been carefully read and are fully understood. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

21. Assignment. Buyer may not assign its rights under this Agreement to any third party without the written consent of the Seller, which consent Seller may withhold at its sole

discretion. In the event of any assignment so consented to by Seller, such assignment may not mitigate or modify Buyer's obligations and liability to Seller pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to Seller, must be executed and delivered by Buyer and the proposed assignee(s) to Seller at least seven (7) calendar days prior to the Closing Date.

22. Governing Law. This Agreement and all proceedings relating thereto shall be governed by the laws of the State of Vermont, without reference to any conflict of law provisions thereof.

23. Waiver of Jury Trial. Buyer, Seller and Tranzon Auction Properties knowingly and voluntarily waive any and all rights to have any controversy or claim arising from or relating to this Agreement, Terms and Conditions for Online Auctions, and Additional Terms and Conditions, or breach thereof, resolved by a jury.

24. Mediation. Disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the Property shall be submitted to mediation in accordance with the Vermont Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

25. Fair Housing and Equal Opportunity. This Property is being sold without regard to race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity or expression, physical or mental disability, age, military status, marital status, familial status, or income status.

26. Effective Date. The Effective Date of the Agreement is agreed to be the date on which the Seller accepts and enters into this Agreement.

27. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and/or by email and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed version of this Agreement containing either original, faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original, faxed or emailed signatures of the parties, shall be binding on them.

TIME IS OF THE ESSENCE IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement on the date next to Seller and Buyer name below.

SELLER:
Anmik, LLC

By (signature):

Print Name:

Title:

Dated (Effective Date):

BUYER:

By (signature):

Print Name:

Dated:

BUYER:

By (signature):

Print Name:

Dated:

VERMONT FLOOD DISCLOSURE

State of Vermont 27 V.S.A § 380 requires all Sellers of real property to disclose the flood status of their property to the Buyer.

Seller: Anmik, LLC

Property Address: 32 VT Route 10, Chester, Vermont

1. Is the property located in a Federal Emergency Management Agency (FEMA) mapped **special flood hazard** area? Yes_____ No_X_____
2. Is the property located in a Federal Emergency Management Agency (FEMA) mapped **moderate flood hazard** area? Yes_X*_____ No_____ *NOTE: Per FEMA mapping a portion of property in "Other Areas of Flood Hazard".

If property located in a mapped special or moderate flood hazard area, what is the relevant FEMA Panel Number: 50027C0703E
Map Effective Date: 9/28/2007

3. Has the property experienced flooding or flood damage during the seller's ownership, including damage from inundation or from flood related erosion or landslide damage?
Yes_X*_____ No_____ *Note: Back corner of land had some flooding, but no structure flooding.
4. Does the seller maintain flood insurance on the property? Yes_____ No_X_____

Flood maps can be searched for by entering a property address on FEMA's Flood Map Service Center at
<https://msc.fema.gov/portal>.

Additional Comments (if any)_____

Signed by:
Seller:  12/15/2025
38B0787DD8FB436...

Seller: _____ Date: _____

The undersigned hereby acknowledge receipt of this Disclosure.

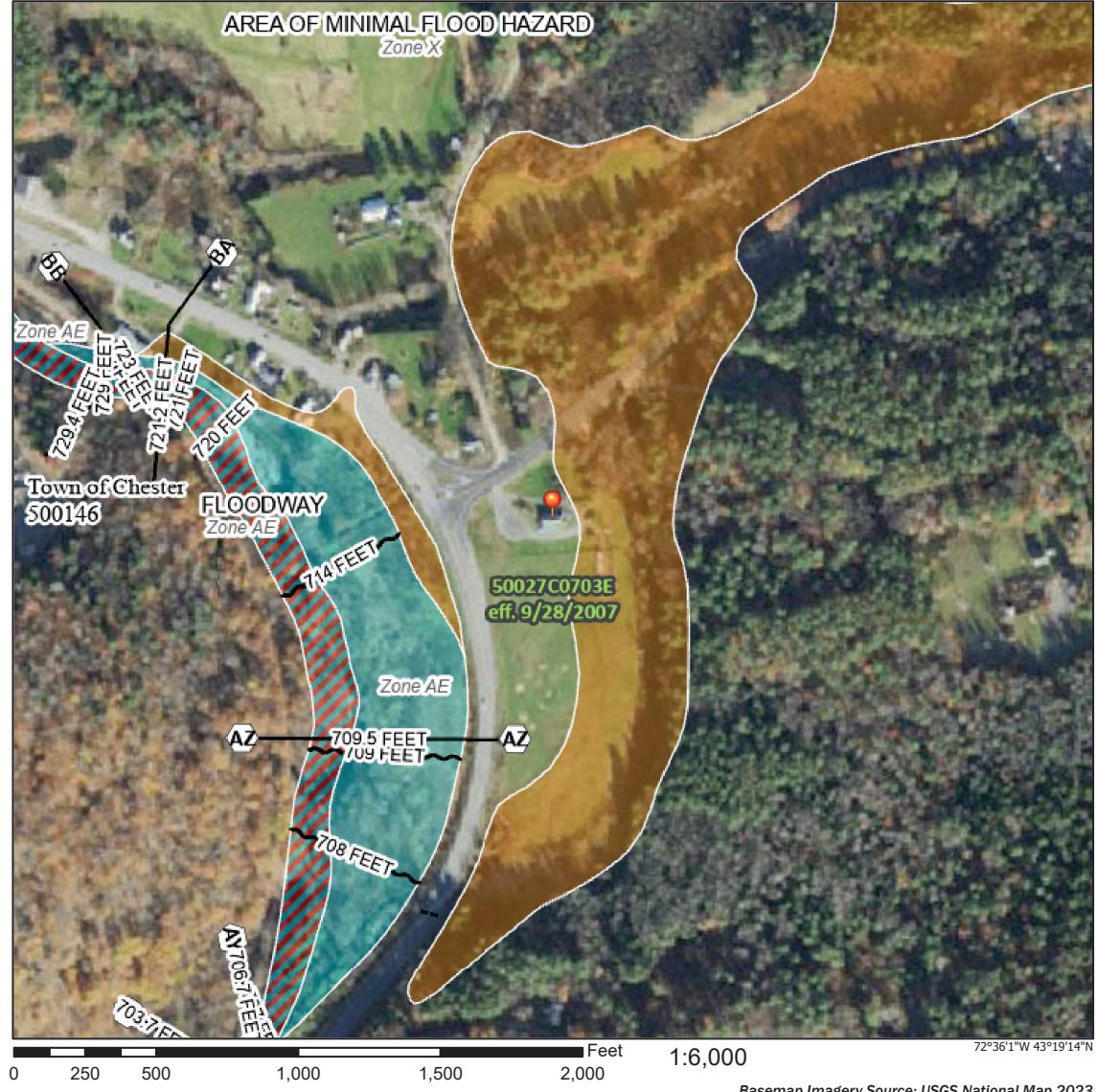
Buyer: _____ Date: _____

Buyer: _____ Date: _____

National Flood Hazard Layer FIRMette



72°36'38" W 43°19'40" N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT.

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **12/9/2028 at 4:38 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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ABOUT TRANZON

Put Tranzon to Work for You

Tranzon is one of the largest and most successful real estate and business asset auction companies in the country. We sell property in the shortest possible time, at the highest possible price.

- 30 offices from coast to coast
- 100 team members
- Certified Auctioneers Institute (CAI), Accredited Auctioneer of Real Estate (AARE), and Auction Marketing Management (AMM) designated auction professionals
- Leading-edge technology

The Tranzon Market-Making System™

Tranzon's proprietary Market-Making System™ is a proven-effective methodology for the accelerated sale of real estate and other business assets. Our System offers sellers the benefits of our national reach and extensive experience, combined with local market knowledge, the most advanced online marketing techniques, and the benefit of our proprietary database of potential auction buyers.

The Tranzon Market-Making System™

Tranzon can help you select the most effective auction approach for your assets. We conduct:

- Online-Only Auctions
Effective in selling everything from single properties to large inventories.
- Onsite Auctions
A competitive bidding environment helps achieve a price that reflects current market value.
- Ballroom Auctions
Multiple properties can be sold at a single live auction event.
- Sealed Bid Auctions
Particularly useful for selling assets with narrow or unusual market appeal.
- Simultaneous Live and Online Auctions
Combines the best of live and online auctions, helping attract the greatest number of bidders.

Let Tranzon's Market-Making System™ work for you. With trained and licensed staff who are among the most talented, experienced and longest-tenured in the profession, Tranzon provides a single point of contact for all of your local, regional, and national real estate needs.

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