

**PURCHASE AGREEMENT**

THIS IS A LEGALLY BINDING CONTRACT

Received from \_\_\_\_\_ (Purchaser's Full Name) of  
(Address) \_\_\_\_\_ SS# \_\_\_\_\_  
and \_\_\_\_\_ SS# \_\_\_\_\_  
\_\_\_\_\_ of (Address) \_\_\_\_\_

the sum of **Ten Thousand Dollars (\$10,000.00)** (the "Initial Deposit")<sup>1</sup> at time of the public sale and other valuable consideration, on account of the Purchaser's high bid to purchase the real property located at **14 Norton Lane, Jericho, State of Vermont**, as further described in Schedule A attached hereto, subject to a mortgage currently held by **Steven and Leah McClure** (the "Property"), and subject to a senior lien of Christopher K. Crowley<sup>2</sup> at the auction conducted by Thomas Hirchak Company ("Auctioneer") on September 9, 2025, pursuant to the Judgment Order Against Defendant WT LLC Only, Decree of Foreclosure and Order for Public Sale in the matter of *Steven McClure and Leah McClure vs. WT LLC, et al*, Case No. 24-CV-05401, (the "Decree").  
(Steven and Leah McClure shall be referred to herein as "Plaintiff" or "Transferor".)

Purchaser agrees to purchase the Property in accordance with the Decree, 12 VSA chapter 172, subchapter 3, and the following terms and conditions:

1. Total Purchase Price in this foreclosure is: \_\_\_\_\_  
(\$ \_\_\_\_\_) U.S. Funds, with the balance after crediting the initial deposit referenced above plus any supplemental deposit, to be paid by Cash or Certified Funds to Transferor at the closing.
2. The Deposit will be held by the Thomas Hirchak Company in its auction account, which is interest-bearing. Buyer acknowledges and agrees that the interest which will be earned on the deposit is de Minimis; and that said interest shall be deemed and considered as earned by and due to the Thomas Hirchak Company solely for undertaking the fiduciary obligations associated with holding the deposit.
3. Transfer of title to the Property, subject to the mortgage currently held by Steven and Leah McClure and the lien held by Christopher K. Crowley, shall be by Order of Confirmation as issued by the Superior Court, Chittenden Unit, pursuant to 12 VSA section 4952 et. seq.

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<sup>1</sup> Purchaser is required to increase the deposit to at least 10% of the successful bid within five (5) calendar days of the public sale by an additional payment in cash or by bank treasurer's check.

<sup>2</sup> The Senior Lien held by Christopher K. Crowley is approximately \$159,755.44 and the foreclosed mortgage of Steven and Leah McClure is approximately \$98,304.90.  
McClure v WT LLC, Purchase Agreement

4. The closing shall occur within 14 days after confirmation by the court or thirty (30) days from date of auction (the "Closing Date"), whichever is longer; at such place as mutually agreeable by the parties.
5. Pursuant to 12 V.S.A. § 4954(e), in the event that the Purchaser fails to pay the balance of the purchase price according to the terms of the sale, then, upon the request of the plaintiff, the down payment shall be forfeited and the court shall issue an order vacating the confirmation order. Upon motion and after hearing, the court may issue a confirmation order to the second highest bidder. This is not an exclusive remedy for purchaser failing to pay the purchase price according to the terms of sale.
6. Neither the Plaintiff nor the Auctioneer nor any agent, representative or employee of either makes any representation as to the state of title to the Property, or the title that shall be conveyed by the confirmation order, or as to the boundaries of the Property, or any laws, ordinances or governmental regulations (including building and zoning ordinances) affecting the use of the Property following the sale, or any easements, rights of way, restrictions, liens, encumbrances, attachments, leases, permits or other matters of record affecting the title to the Property or the Property following the sale, if any.
7. Purchaser shall pay any costs it has or may have incident to searching the title to the Property and pay any property transfer tax due. Plaintiff shall pay any land gains tax due on the sale.
8. The Property will be sold subject to any monies due to and liens of the Town of Jericho, municipal assessments, fire district assessments, if any (delinquent and current), and any liens or encumbrances with priority to the lien of the Plaintiff's mortgage upon which the Decree is based. Purchaser shall be solely responsible to pay any amounts secured by municipal liens or other senior liens or encumbrances on the property including, without limitation the Writ of Attachment and Order of Approval in favor of Christopher K. Crowley, having been recorded on April 10, 2024, in Book 373 Page 641 and Book 373 Page 639 of the Town of Jericho Land Records. The Property will be sold subject to any current use liens, if any.
9. Purchaser agrees that, in entering into this agreement, Purchaser is not relying on any representations made by Plaintiff, Auctioneer, or any agent, employee or representative of either, but, rather, is relying solely on his own judgment, reached after an investigation made by Purchaser into the condition of the Property, title to be conveyed by the confirmation order, and Purchaser's own personal investigation of the physical condition of the Property and the documents of record affecting title to the Property. Purchaser has inspected the Property, is familiar with the condition of the Property, and accepts the same in its condition, "AS IS" without warranty, expressed or implied, except that the confirmation order when recorded shall transfer to Purchaser all right title and interest of

Plaintiff in the Property, free and clear of any interest in the Property extinguished pursuant to the Decree. No warranties of merchantability, fitness for any particular purpose or any other warranties express or implied at law, are made by Plaintiff or Auctioneer. It is further understood that Plaintiff and Auctioneer make no warranties or representations with respect to permitted use of the Property, boundaries, acreage, or compliance with Vermont zoning, subdivision and environmental laws, or environmental conditions or hazards on the Property, or the availability of permits, licenses, zoning, variances, certificates of occupancy, or any other matters pertaining to the use of the Property. Purchaser acknowledges that in no event is Plaintiff responsible for obtaining any permits to comply with state, federal or municipal laws or for making any repairs, upgrades, and/or treatments to the Property or correcting any code or permit violations nor obtain a discharge of the prior mortgage, currently held by Christopher K. Crowley. This provision may be included in the Order of Confirmation and shall survive the closing.

By execution of this agreement, Purchaser represents that it has performed such due diligence that the Purchaser deems sufficient and as a result of such due diligence, Purchaser desires to enter into this agreement to purchase and is not entering into this agreement as a result of any advertisement or announcement or representations made by the Plaintiff or Auctioneer or with the understanding that the purchase is subject to any further due diligence review.

10. Between the date of this Agreement and the time of recording of any order confirming the sale to Purchaser, Plaintiff **shall not** bear the risk of loss or damage to the Property by fire or other insured casualty for the benefit of the Purchaser. Any insurance maintained on the Property by Plaintiff shall not benefit Purchaser. If Purchaser wishes to have the Property insured for the Purchaser's benefit, the Purchaser must take the necessary actions and at Purchaser's own expense. The Purchaser assumes all risk of loss or damage between the date of the auction and the date of the recording of the Confirmation Order in the appropriate land records.
11. Plaintiff and Purchaser agree that Thomas Hirschak Company, Auctioneers retained by Plaintiff brought about this sale and that Thomas Hirschak Company acted solely as AGENTS of the Court in this transaction.
12. Possession of the Property shall be given to the Purchaser at the time of closing, BUT subject to the rights of tenants and other occupants, if any. Purchaser shall have full responsibility of obtaining possession free and clear of occupants.
13. This Agreement shall benefit and bind both the Plaintiff and Purchaser and their respective heirs, executors, administrators, successors and assigns, and shall be governed by Vermont law.

14. If Plaintiff is required to enforce any of its rights under this Agreement, it shall be entitled to recover from Purchaser its reasonable attorneys' fees, court costs and other expenses incurred by it in connection with the enforcement of those rights or in defending an action brought by the Purchaser.

15. The Addendums attached to this Agreement are hereby referred to and incorporated herein.

16. NO PERSONAL PROPERTY IS BEING SOLD.

17. Purchaser acknowledges that this purchase is pursuant to the Decree. Should any of the provisions in this Agreement be found to be at variance with the terms of sale in the Decree, the Decree shall control and is incorporated by reference in this Agreement.

PURCHASER ASSUMES THE RISK OF ANY DEFECTS, AND EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PURCHASE PRICE REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS AND THAT THE TRANSFER IS SUBJECT TO THE MORTGAGE CURRENTLY HELD BY **CHRISTOPHER K. CROWLEY**.

**Purchaser has read this agreement and understands the terms and is bound by its contents.**

IN WITNESS WHEREOF, the Purchaser(s) have executed this agreement at Jericho, Vermont, this 9<sup>th</sup> day of September, 2025.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

IN WITNESS WHEREOF, the Plaintiff has executed this agreement at Jericho, Vermont, this 9<sup>th</sup> day of September, 2025.

IN THE PRESENCE OF:

PLAINTIFF

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Steven McClure

PLAINTIFF

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Leah McClure

**PURCHASER'S STATEMENT OF NON-RELATEDNESS**

I/We \_\_\_\_\_ hereby state that I/we am/are not employed by Steven and/or Leah McClure, nor am I related in any way with attorneys (solicitors) or agents retained by or on behalf of the Plaintiff in relation to the property that is the subject of this transaction and confirm that I am dealing at arm's length with the aforementioned parties.

To the extent that any such relationships exist, the relationships are as follows:

\_\_\_\_\_

PURCHASER

\_\_\_\_\_

Dated: September 9, 2025

PURCHASER

\_\_\_\_\_

Dated: September 9, 2025

## **ADDENDUM MADE PART OF PURCHASE AGREEMENT**

### **DISCLAIMER AS TO CONDITION OF PROPERTY**

The Property will be sold in its entirety, "AS IS, WHERE IS, WITH ALL FAULTS" (known or unknown), with no representations or warranties of any kind whatsoever, as a single unit, with the Purchaser taking all defects and risks associated with or connected with the Property. It is up to Purchaser to perform its own due diligence with respect to the Property prior to the auction that Purchaser deems sufficient.

The transfer of the Property is AS-IS, WHERE-IS, with the Purchaser taking all defects and risks associated with or connected to the Property, including but not limited to all risks associated with the following:

1. Subject to such facts as an accurate survey and physical inspection of the premises may reveal.
2. Subject to easements, restrictions, agreements and all documents of record, if any.
3. Subject to the rights of tenants and other occupants, if any.
4. Subject to state and municipal ordinances, statutes and regulations, including zoning ordinances.
5. Subject to all liens of record not foreclosed, equitable or otherwise, whether or not filed.
6. Subject to all violations, if any, of environmental laws, rules, and regulations of the State of Vermont, the United States of America, and any political subdivision thereof, whether or not of record.
7. Subject to any defects or problems associated with the real estate or any improvements thereon.
8. Subject to all violations, if any, other than environmental in nature, of laws, rules and regulations of the State of Vermont, the United States of America, and any political subdivision thereof, whether or not of record.
9. Subject to prior mortgages and liens of record, including, without limitation, 1<sup>st</sup> Lienholder.

Purchaser agrees to accept the Property "AS- IS, WHERE IS, WITH ALL FAULTS, and subject to the terms and conditions of the Auction and as set forth in the Agreement, notwithstanding the possible existence of hidden defects or other matters not visible or ascertainable from such inspections and Purchaser hereby expressly assumes the risk of any and all defects in the Property. Purchaser acknowledges that Transferor has made NO WARRANTIES OR REPRESENTATIONS concerning the condition of the Property; Transferor hereby EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF HABITABILITY; and Purchaser represents to Transferor as a material inducement to this Agreement, that Purchaser is relying solely on such inspections and examination, if any, that Purchaser has conducted prior to the Auction.

### **DISCLAIMER AS TO LAND USE REGULATIONS AND PERMITS**

Purchaser acknowledges and represents that Transferor has made no representations in respect of, that Purchaser has conducted such investigations as Purchaser deems appropriate relating to, and Transferor hereby EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES pertaining to, and concerning all of the following:

The applicability of state and local laws, rules and regulations concerning the ownership, use and occupancy of the property, including, but not limited to such laws, rules and regulations concerning state and local land use, subdivision, zoning, health, public buildings, water supply, wastewater disposal, onsite sewage disposal, and the compliance of the Property with the same.

Purchaser acknowledges that the Transferor has no responsibility to Purchaser for any hazardous waste, asbestos, oil, petroleum waste, lead paint, urea formaldehyde and other liability causing substances on, under or emitting from the Property.

The existence, status and availability of all permits, licenses, approvals, and certificates of occupancy applicable to the Property, and the compliance of the Property with the same. Notwithstanding any

other term or condition of the Agreement, any defect in the status of permits, licenses, approval or certificates of occupancy or noncompliance with any such laws, rules or regulations shall not be deemed a defect in marketability of title. Transferor is NOT guarantying or warranting marketable title.

#### **SURVIVAL OF TERMS AND INCLUSION IN ORDER OF CONFIRMATION**

Transferor's disclaimers and Purchaser's representations and acknowledgements contained in the Agreement and this Addendum shall not become merged in, but shall survive the Closing of the conveyance of title to Purchaser. At Transferor's election, the form and substance of disclaimers may be, but need not be set forth in the instrument of conveyance as further evidence of Purchaser's acceptance of the foregoing terms and conditions in the conveyance of the Property.

PURCHASER: \_\_\_\_\_ DATE: September 9, 2025

PURCHASER: \_\_\_\_\_ DATE: September 9, 2025

## **SCHEDULE A**

Being all of the remaining lands and premises conveyed to WT L.L.C. by Warranty Deed of Dean C. Davis dated September 23, 2019 in Volume 346, Page 569 of the Town of Jericho Land Records with the exception of the following conveyances:

- 1) Warranty Deed from WT L.L.C. to the Benevento-Munroe Family Revocable Living Trust dated August 14, 2020 and recorded September 18, 2020 in Volume 354 at Page 66 of said land records;
- 2) Warranty Deed from WT L.L.C. to Katherine Schwartz and Ian A. Schwartz dated January 21, 2021 and recorded February 2, 2021 in Volume 357 at Page 688 of said land records; and
- 3) Warranty Deed from WT L.L.C. to Jan Aldrik Muskee and Laura Beth Chamberlain dated December 14, 2021 and recorded December 17, 2021 in Volume 364 at Page 607 of said land records.

Being Lot 4, a parcel of 34.56 acres, more or less, as shown and depicted on a survey entitled, "Subdivision Plat of a Portion of Lands Owned by Dean C. Davis", prepared by O'Leary Burke Civil Associates, PLC, dated August 21, 2019 and recorded in Map Slide 480B of the Town of Jericho Land Records.

The premises herein conveyed is subject to and benefitted by the Town of Jericho Development Review Board Finding of Facts, dated May 9, 2019 and recorded in Volume 344, Page 299 of the Town of Jericho Land Records and Vermont Wastewater System and Potable Water Supply Permit No. WW-4-4309-1, dated July 9, 2019 and recorded in Volume 345, Page 265 of the Town of Jericho Land Records.

Also included herein is all and the same lands and premises included in the Warranty Deed from Frances Begnoche-Boucher to WT L.L.C. dated September 23, 2019 and recorded in Volume 346, Page 567 of the Land Records of the Town of Jericho, which parcel contains 0.28 acres, more or less, as depicted on the aforementioned survey. Said parcel is subject to a right-of-way to be used in common and users are subject to the terms and conditions of a certain Roadway Agreement for Norton Meadows dated August 11, 2020 and recorded on September 18, 2020 in Volume 354, Page 68 of the Town of Jericho Land Records.