

**SECOND ADDENDUM TO  
PURCHASE & SALE CONTRACT**

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Made and entered into by and between:

**Town of Bristol**, (hereinafter "Seller"); and  
**Stoney Hill Properties, LLC**, (hereinafter "Buyer").

*WITNESSETH:*

WHEREAS, the parties have executed a Purchase and Sale Contract dated July 27, 2015 (hereafter referred to as the "Contract") for a parcel of land located off so-called West Street, in the Town of Bristol, Vermont (the "Property"); and,

WHEREAS, the parties have executed a First Addendum to Purchase and Sale Contract dated August 6, 2018; and,

WHEREAS, although the parties have Closed on the purchase and sale of the Property, Paragraphs 5 and 8 of the Contract provide for post-closing obligations that survive the Closing.

WHEREAS, the Parties intend to further modify, supplement and amend the Contract in certain respects relating to post-closing obligations provided for in Paragraphs 5 and 8 of the Contract.

THEN THEREFORE in consideration of their mutual promises, one dollar and other good and valuable consideration the parties agree that the Contract be supplemented, amended, and revised as follows:

1. Paragraph 5 shall be deleted in its entirety and replaced with the following:

**Total Purchase Price:** In the event Seller completes all of Seller's Obligations pursuant to Paragraph 8 Section (A) herein on or before the date of Closing, the purchase price shall be Thirty-Five Thousand Dollars (\$35,000.00) per acre, with the final dollar amount to be determined upon completion of a survey of the Property establishing the total acreage to be conveyed. In the event the Seller does not complete all of Seller's Obligations pursuant to Paragraph 8 Section (A) herein,

on or before the date of Closing: (1) the purchase price shall be Twenty-Five Thousand Dollars (\$25,000.00) per acre, with the final dollar amount to be determined upon completion of a survey of the Property establishing the total acreage to be conveyed; and, (2) if Seller is able to complete all of Seller's Obligations pursuant to Paragraph 8 Section (A) herein subsequent to Closing and on or before December 31, 2019, Buyer shall pay to Seller an additional amount of Ten Thousand Dollars (\$10,000.00) per acre conveyed from Seller to Buyer with said additional payment to be made to Seller no later than January 31, 2020, otherwise, if said Seller Obligations are not completed on or before December 31, 2019 there shall be no additional consideration due or owing from Buyer to Seller."

All other aspects of the Contract shall remain as stated in the Contract.

This Addendum may be executed in one or more counterparts, each to be deemed effective. A fax, email, or other such digital copy of a duly executed copy of this Addendum shall be deemed an original for all purposes.

Dated at Bristol, Vermont this \_\_\_day of December, 2018.

Stoney Hill Properties, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Kevin Harper, Duly Authorized Agent and  
Member Manager

Dated at Bristol, Vermont this this \_\_\_day of December, 2018.

IN PRESENCE OF:

Town of Bristol  
By:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Duly Authorized Agent