

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this "Amendment"), executed as of December \_\_\_\_, 2018, is by and between between the Town of Williston ("Buyer") and THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation (together with its successors and assigns, "Seller").

### RECITALS

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement by and between Seller and Buyer dated as of September 24, 2018 (the "Agreement"), Seller agreed to convey or cause to be conveyed to Buyer a conservation easement over approximately 393+/- acres of land in Williston, Chittenden County, Vermont. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Agreement, and all section references used herein are to the corresponding numbered sections in the Agreement; and

WHEREAS, Seller and Buyer desire to modify certain material terms of the Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Section 2 (A) of the Agreement is amended to delete the last three sentences and replace them with the following:

Seller has agreed to obtain a Waiver of Retroactivity from the United States of America Land and Water Conservation Fund (the "Waiver") which will enable the Buyer to seek reimbursement of up to Two Hundred Eighty Thousand (\$280,000.00) Dollars post-closing. Seller assisted Buyer with obtaining the Waiver and seeking this additional funding. Seller and Buyer agree that if the parties are successful in obtaining a grant from the Land and Water Conservation Fund that Buyer shall, within ten (10) business days of receipt of such funds, provide to Seller any funds in excess of Two Hundred Thousand Dollars (\$200,000.00) to Seller in addition to Buyer's Purchase Price (the "Additional Purchase Price") hereunder. In the event the funding from the United States of America Land and Water Conservation Fund exceeds Two Hundred Sixty Thousand (\$260,000) Dollars, then Buyer shall set aside any funds in excess of \$260,000 as a Stewardship Endowment for the Catamount Community Forest to be used for management, repairs and improvement to infrastructure. Buyer assumes the risk that even with the Waiver, the funds may not be awarded to this project. The parties hereto agree that the terms of this Section shall survive Closing for a period of twelve (12) months.

2. Section 5 of the Agreement is amended to include the following sentences at the end of the section.

Seller has provided to Buyer the results of its Environmental Phase I Assessment, Initial Site Investigation Report, and Fall 2018 Groundwater Monitoring Report and the Buyer understands and acknowledges that a portion of the Subject Property consisting of approximately 0.08+/- acres on the northerly side of Governor Chittenden Road had an underground storage tank removed and remediation of this portion of the Subject Property is ongoing and will not be complete prior to Closing. Seller has advised Buyer to enroll in the Brownfields Reuse and Environmental Liability Limitation Program with the State of Vermont prior to closing to help limit any future liability. Buyer acknowledges that this must be done prior to Closing for the Buyer to be eligible for the program.

3. This Amendment may be signed in any number of counterparts and by each party on a separate counterpart, each of which when taken together shall be deemed an original for all purposes. For purposes of this Amendment, a facsimile signature shall be deemed an original.

4. This Amendment shall be binding on the parties and their respective successors and assigns. Except as expressly set forth herein, the Agreement shall remain unamended and in full force and effect.

Executed as a sealed instrument as of the date first above written.

**BUYER:**

**SELLER:**

TOWN OF WILLISTON

THE TRUST FOR PUBLIC LAND

By: \_\_\_\_\_

By: \_\_\_\_\_

Denise K. Mullane  
Legal Director