

## ADDENDUM TO SALES AGREEMENT - LYMAN HOMESTEAD

This addendum applies to an agreement between the Town of Hinesburg and the buyer named in the sales agreement for the purchase of property located on the west side of Route 116 in Hinesburg, hereafter referred to as “the property”. This sale is for the building only and the land underlying the building (a “footprint lot”). The buyer shall have the right to parking as hereafter set forth, and reasonable pedestrian access to the building, plus the right to go upon the land of the Town to maintain, repair, improve, modify, and restore the building.

1. The property being sold shall be subject to the following protective covenants, which shall be included in the deed:

A. The building shall be maintained in good condition at all times.

B. The exterior of the building shall not be changed without the prior written permission of the Hinesburg Selectboard, or its successor entity, or its designee.

C. The Town and the owner of the property shall cooperate with each other so that reasonable pedestrian access is available for the building and so that at least four parking spaces within reasonable proximity to the building are available for the building, when needed (the Town may or may not designate specific spaces as available exclusively for the building). The Town and the Owner of the property shall also cooperate in designating a space for trash removal, and shall cooperate as may otherwise be reasonably necessary for the use of the building as an office, home, or other use.

2. This agreement is contingent upon the Town of Hinesburg obtaining subdivision approval for the sale of this property from the Hinesburg Development Review Board, and obtaining any other necessary permits. The Town shall use its best efforts to obtain any necessary permits. This agreement is contingent upon the Town and the buyer agreeing to a date by which these permits must be obtained, or else this contract will terminate.

3. This agreement is also contingent upon the Town of Hinesburg obtaining a water allocation allowing connection of the property to the municipal water system, no later than \_\_\_\_\_ [date to be filled in based upon agreement when contract is signed]. The Town shall use its best efforts to obtain this water allocation.

4. The Town will assure that at least four parking spaces in reasonable proximity to the property are available for use of the property when needed, whether in the area between the new police station and the fire station, or on Route 116, or in some other location. The Town may or may not designate specific spaces as available exclusively for the building.

5. The property is being sold “**AS IS**”. The buyer understands that the

property does not have a functioning heating system and has various other defects.

6. This agreement is contingent upon the buyer obtaining, at the buyer's sole expense, an inspection of the property, which inspection is satisfactory to the buyer, said inspection to be completed within two weeks of the date of this agreement.

7. The property will be subject to a right of first refusal to the Town of Hinesburg, providing that if the property is ever sold the buyer shall give the Town the right to purchase the property for the same price offered by any other party. The terms of this right of first refusal shall be reasonable terms, as agreed to by the attorneys for the parties prior to the closing.

8. The sale is also contingent upon the approval of the conveyance pursuant to 24 V.S.A. section 1061.