

**THIRD AMENDMENT TO PURCHASE
AND SALE AGREEMENT**

This Third Amendment to Purchase and Sale Agreement (“Third Amendment”) dated the 7th day of October, 2021, by and between **Town of Stony Point** (“Seller”) and **Patriot Hills Park, LLC** (“Purchaser”).

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated April 12, 2021 (the “Purchase and Sale Agreement”), wherein Seller agreed to sell, and Purchaser agreed to purchase, that certain real property comprising approximately 266 acres with improvements thereon located in the Town of Stony Point, in the County of Rockland, State of New York (hereinafter referred to as the “Premises”);

WHEREAS, Seller and Purchaser previously acknowledged and agreed to a First Amendment to the Purchase and Sale Agreement that extended the Due Diligence Period expiration date to August 24, 2021; and

WHEREAS, Seller and Purchaser previously acknowledged and agreed to a Second Amendment to the Purchase and Sale Agreement that extended the Due Diligence Period expiration date to November 30, 2021; and

WHEREAS, Seller and Purchaser hereby acknowledge and agree to a Third Amendment to the Purchase and Sale Agreement as set forth below.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Right of First Refusal. If at any time after a successful Closing of the Premises the Purchaser shall receive an offer from a third party to purchase the entire Premises as set forth on Exhibit “A” and “B” of the Purchase and Sale Agreement. Purchaser agrees that Seller shall have and is hereby granted an option to purchase the Premises upon the same terms and conditions as the offer. Purchaser will give Seller notice in writing of all of the terms and conditions contained in the offer and Seller may exercise its right to purchase the Premises within thirty (30) days after notice is delivered to Seller. If Seller elects to exercise the first right of refusal to purchase, it shall do so by giving written notice to Purchaser within the above referenced thirty (30) day period, and a purchase and sale agreement shall thereupon be executed by the parties and the closing of the transaction shall occur within sixty (60) days thereafter.
2. In all other respects, the provisions of the Purchase and Sale Agreement and amendments shall remain in full force and effect.
3. Unless otherwise defined, capitalized terms used herein shall have the same meanings as set forth in the Purchase and Sale Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Purchase and Sale Agreement as of the ____ day of October, 2021.

SELLER:

PURCHASER:

TOWN OF STONY POINT

PATRIOT HILLS PARK, LLC




_____ managing member