

AGREEMENT FOR SALE AND PURCHASE OF WATER SHARES

This Agreement made and entered into this TBD between KEN SPENCER, hereinafter referred to as "Seller", and, TOWN OF LYONS, hereinafter referred to as "Buyer".

WITNESSETH

Seller has **EIGHT (8)** share(s) of Lake McIntosh Reservoir Company water stock. The Buyer agrees to purchase from the Seller and Seller agrees to sell to the Buyer said **EIGHT (8)** share(s) according to the following terms and conditions.

1. PURCHASE PRICE: The purchase price of the water shall be Ten Thousand Two Hundred Fifty Dollars and no/100 Dollars (\$10,250.00) per share for a total purchase price of **EIGHTY-TWO THOUSAND DOLLARS and no/100 (\$82,000.00)**, payable as follows:

- A. Buyer to deposit the sum of **EIGHT THOUSAND DOLLARS and no/100 (\$8,000.00)** earnest money with Turner Realty as escrow agent within 5 business days of execution of this contract.
- B. The balance of the purchase price, in the amount of **SEVENTY-FOUR THOUSAND DOLLARS and no/100 (\$74,000.00)**, to be to be on or before TBD.
- C. A total commission of **FOUR-THOUSAND DOLLARS and no/100 (\$4,000.00)** shall be paid by Seller to Turner Realty upon receipt of the balance of the purchase price on TBD.

2. TRANSFER FEE: Buyer shall pay to the Lake McIntosh Reservoir Company a transfer fee of \$50 on or before completion of the transfer.

3. WARRANTY TO TITLE: Seller warrants that title to the share(s) will be conveyed free and clear of all liens, prior to preemptive rights to purchase, encumbrances and assessments, leases, or other pending sales agreements or first rights of refusal. Said warranty shall survive the closing thereof.

4. DEFAULT: Time is of the essence hereof. If any note, check or other payment due hereunder is not paid, honored, or tendered when due, or if any other obligation here-under is not performed as herein provided, there shall be the following remedies:

- A. If Buyer is in default, then all payments and things of value received here-under shall be forfeited by Buyer and retained on behalf of the Seller and both parties shall be thereafter released from all obligations hereunder. It is agreed that such payments and things of value are liquidated damages and are the Seller's sole and only remedy for the Buyer's failure to perform the obligations of this contract.
- B. If Seller is in default, Buyer may elect to treat this contract as terminated, in which case all payments and things of value received hereunder shall be returned to Buyer and, Buyer may recover damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and, Buyer shall have the right to an action for specific performance or damages or both. Anything to the contrary notwithstanding, in the event of any litigation arising out of this contract, the court may award the prevailing party all reasonable costs and expenses, including attorney's fees.

5. BINDING EFFECT: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, and assigns.

6. LEGAL AND TAX ADVICE: All parties are advised to seek tax and legal advice before entering into this Agreement.

Seller: _____ Date: _____
KEN SPENCER

Buyer: _____ Date: _____
Nicholas Angelo, Mayor, Town of Lyons