

RESOLUTION

AT A REGULAR MEETING of the Town of Forestport Water District No. 1 held on Wednesday, November 14, 1990, the following resolution was made by MaryAnn Rubyor and seconded by Roger Williams:

NOW, THEREFORE BE IT RESOLVED THAT:

1. That Russell Hirschey, the Town of Forestport Supervisor, acting as the Chairman of the Town of Forestport Water District No. 1, execute the agreement to purchase real property and rights-of-way pursuant to the terms of the agreement as attached hereto and made a part hereof.

THE ABOVE RESOLUTION WAS UNANIMOUSLY PASSED.

Dated: November 14, 1990.

TOWN OF FORESTPORT WATER DISTRICT NO. 1

By: Barbara R. Smith

Secretary



SALE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 1990 is by and between **TOWN OF FORESTPORT WATER DISTRICT NO. 1** of Woodhull Street, Town of Forestport, County of Oneida and State of New York as "**BUYER**", and **KEITH A. WIDRICK, TIMOTHY M. FAHSEL, JR., WILLIAM GROSSARTH, JOSEPH REVIA and RICHARD MUSTO** of R.D. #3, Box 38, Outer Washington Street, City of Watertown, County of Jefferson and State of New York, as "**SELLERS**".

1. **SALE OF REAL PROPERTY.**

(a) Sellers agree to sell, and Buyers agree to purchase the real property, with improvements located thereon, in the Town of Forestport, County of Oneida and State of New York which land is now owned by the Sellers, as described in Exhibit "A", together with a right of way for ingress and egress over an existing gravel road and a 25' right of way for a water line and utility line to run from the lands herein being conveyed to the Buyer's water storage tank.

2. **REPRESENTATIONS BY SELLERS.** Sellers represent and warrant that

(1) They have, and on the closing date will have, good and marketable title to the property set out in Exhibit "A" free of all liens or encumbrances.

(2) There are no judgments or liens against the Sellers.

3. **PURCHASE PRICE.** The purchase price for the land and rights of way is **TWELVE THOUSAND (\$12,000.00) DOLLARS.**

Such sum shall be accepted by Sellers as full payment for land and rights of way.

Adjustments shall be made at the time of closing for the following: pro-ration of all real estate taxes.

4. **PAYMENT OF PURCHASE PRICE.** The purchase price as set forth in Section 3, shall be paid by Buyer in the following manner:

(a) The sum of **ONE THOUSAND (\$1,000.00) DOLLARS** on the signing of the contract, receipt of which is acknowledged by Sellers.

(b) The sum of **ELEVEN THOUSAND (\$11,000.00) DOLLARS** by certified check to the order of the Sellers on the date of closing.

5. **REPRESENTATIONS OF BUYER:**

1. That Buyer, as part of its water improvements to the said water district, agrees to construct a water storage facility of at least 300,000 gallon capacity.

2. Buyer shall be responsible for all costs associated with the wells to be drilled and waterlines to be constructed and laid on the lands herein being conveyed.

3. Buyer acknowledges that Sellers intend to develop approximately 1,000 home sites around the lands herein being conveyed and Buyer agrees, subject to obtaining all necessary approvals from the NYS Health Department or the Oneida County Health Department, to expand its water district to include these home sites provided Buyer, at ^{Seller's} Buyer's sole cost and expense, provides additional wells as required by any governmental authorities and further provided Sellers provide all of the water deliver systems necessary to

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provide said water to these homesites, which deliver system, and including the well sites and improvements thereto will be turned over to the Buyer for **ONE (\$1.00) DOLLAR** upon the extension of the Water District. Buyer agrees to be responsible for the installation of and all costs associated with a water line not to exceed .500' running from the well or wells to be provided by Sellers to connect to Buyer's water system.

Once the water system as above described is turned over to the Buyer, the Buyer shall be solely responsible for the maintenance and upkeep of same.

6. **TIME OF CLOSING.** Closing shall take place at the office of Buyers' attorney at 322 Post Street, Boonville, New York, within 60 days from the date of the acceptance of this purchase offer by the Sellers.

7. **RISK OF LOSS.** Risk of loss of damage resulting from fire or other casualty prior to the closing of this transaction will be assumed by Sellers. In the event of such loss, Buyers shall have the right to terminate this agreement on written notice to Sellers.

8. **CLOSING DOCUMENTS.** Sellers, or Sellers' attorney, at Sellers' sole cost and expense, at least 10 days prior to the scheduled closing, shall provide Buyer's attorney with the following:

- (a) A 40-year abstract of title;
- (b) A 10-year town/county tax search;
- (c) A franchise tax search against the corporation;
- (d) A UCC search against the corporation;
- (e) A bankruptcy search against the Sellers and the corporation and all owners of the real property for the last 20 years;

9. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS.**

The obligations of Buyers under this agreement are subject to the fulfillment of each of the following conditions prior to or at the closing:

(a) All proceedings, instruments, and documents required of Sellers under this agreement shall be reasonably satisfactory in form and in substance to Buyer's counsel, **DURR & RILEY, William J. Riley of counsel.**

(b) The instruments and conveyances of transfer executed and delivered by Sellers at the closing shall be valid in accordance with their terms, and shall effectively vest in Buyer's good and marketable title to the assets as contemplated by this agreement, free and clear of any liabilities, obligations, or encumbrances except those liabilities and obligations expressly assumed by Buyer as provided herein.

10. **EXPENSES.** Buyer shall pay all the normal closing expenses, taxes, and other costs incident to or resulting from this agreement.

11. **NOTICES.** Any notice to be given under this agreement shall be given in writing and delivered personally or by registered or certified mail, postage prepaid, as follows:

- | | |
|---|--|
| (a) If to Buyer , address to | TOWN OF FORESTPORT
Woodhull Street
Forestport, NY 13338; |
| (b) If to Sellers , address to c / o | NORTHLAND ESTATES
HOUSING, INC.
R.D. #3, Box 38
Outer Washington St.
Watertown, NY 13601. |

12. **ENTIRE AGREEMENT.** This instrument and the attached exhibits contain the entire agreement between the parties with respect to the transaction contemplated hereby. It may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **CONTROLLING LAW.** This validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of New York.

14. **EFFECT OF AGREEMENT.** This agreement shall be binding on and shall inure to the benefit of the parties and their legal representatives, successors and assigns.

The individual parties have executed this agreement, and the corporate parties have caused this agreement to be executed and their corporate seals affixed by their duly authorized officers, at Boonville, New York on the date first above written.

SELLERS:

KEITH A. WIDRICK

TIMOTHY M. FAHSEL, JR.

WILLIAM GROSSARTH

JOSEPH REVIA

RICHARD MUSTO

BUYER:

THE TOWN OF FORESTPORT

By:

Russell J. Hirsch
Chairman - Special Water District #1

EXHIBIT "A"

SUGGESTED DEED DESCRIPTION FOR
PARCEL TO BE ACQUIRED FOR THE DePAOLO WELL SITE
TOWN OF FORESTPORT

BEING A CERTAIN PIECE OR PARCEL OF LAND situate in Great Lot ____ of the Town of Forestport, Oneida County, New York, and more adequately defined as follows:

BEGINNING at the southeasterly corner of the DePaolo Well Site said point being approximately N 13° 21' 33" W a distance of 4168 feet from the intersection of the centerline of Irish Settlement Road and the centerline of Dades Thruway;

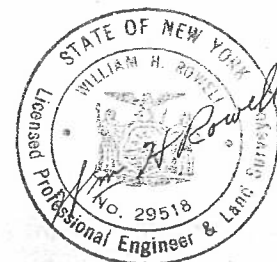
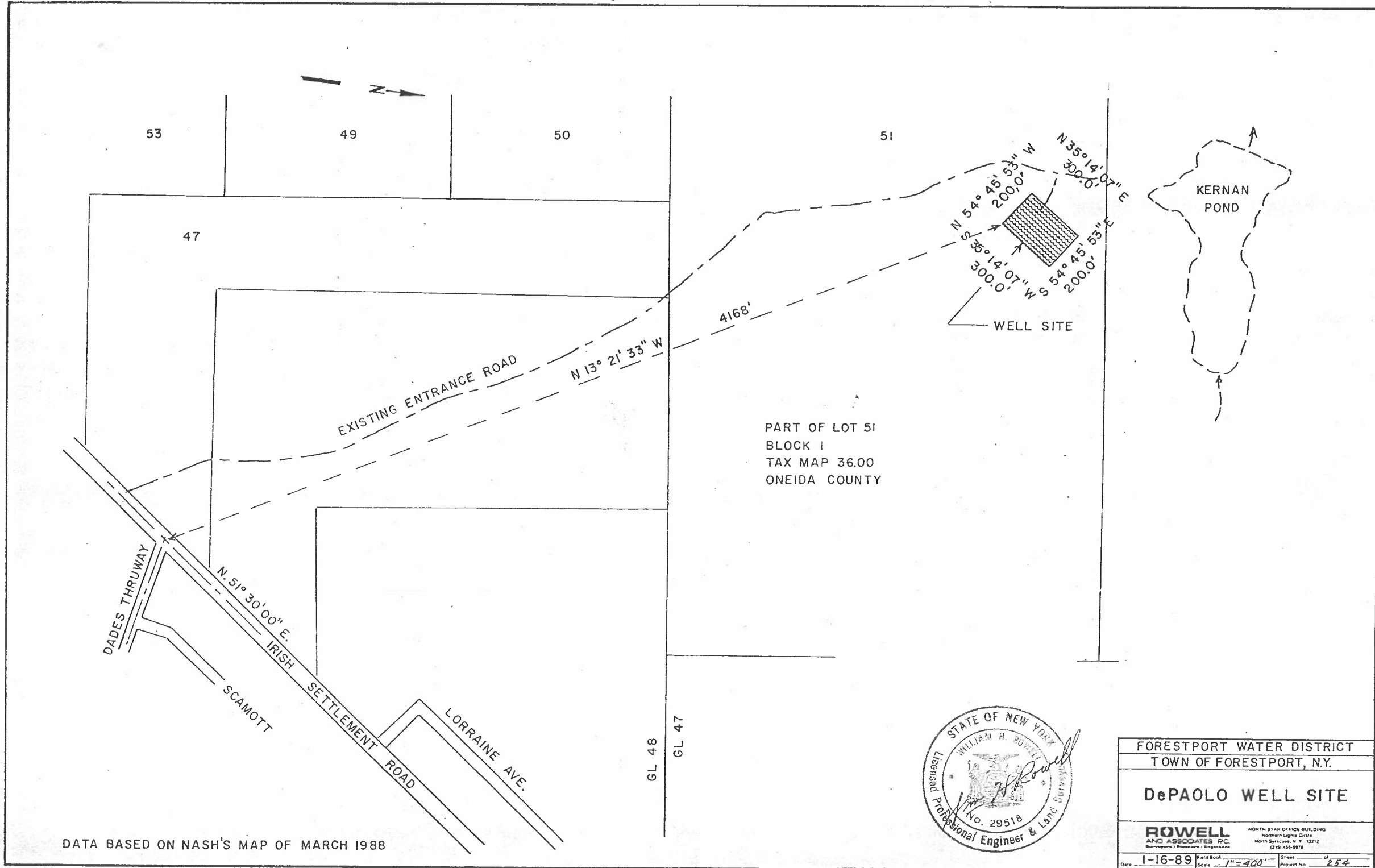
THENCE, running N 54° 45' 53" W a distance of 200.0 feet to a point;

THENCE, running N 35° 14' 07" E a distance of 300.0 feet to a point;

THENCE, running S 54° 45' 53" E a distance of 200.0 feet to a point;

THENCE, running S 35° 14' 07" W a distance of 300.0 feet to the point of beginning, all as shown on a plan of the DePaolo Well Site, as prepared by Rowell and Associates, P. C., on January 16, 1989.

The detail location of the 200- by 300-foot parcel is subject to a field survey of the DePaolo properties which will be completed by DePaolo's surveyor at a later date.



FORESTPORT WATER DISTRICT TOWN OF FORESTPORT, N.Y.			
DePAOLO WELL SITE			
ROWELL AND ASSOCIATES P.C. Surveyors • Planners • Engineers			
NORTH STAR OFFICE BUILDING Northern Lights Circle North Syracuse, N.Y. 13212 (315) 455-9978			
Date	1-16-89	Field Book	Scale 1" = 400'
Sheet	of	Project No.	254