

Please ensure that all text is visible in the boxes provided. You may attach additional pages if there is insufficient space to answer any of the questions.

**PROPOSAL FORM
PURCHASE OF SHERMAN/RULON FARM**

The undersigned hereby submits the following Proposal as part of the bid to purchase the WLCT-owned property consisting of approximately 31 acres, commonly known as the "Sherman/Rulon Farm" near 122 Blossom Road in Westport, Massachusetts.

NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

SIGNATURE: _____

DATE: _____

This Packet includes the following Required Documents and Deposit:

- _____ 1. Statement of Intent
- _____ 2. General Information
- _____ 3. Property Purchase Financing Plan
- _____ 4. Farm Plan
 - a.) Business Concept
 - b.) Farm Management
 - c.) Farm Business Plan
- _____ 5. Executed Statement of Understanding of Agricultural Preservation Restriction
- _____ 6. Executed Affidavit of Disclosure of Beneficial Interests and Non-Collusion
- _____ 7. Offer and Acceptance Form
- _____ 8. \$500 Deposit

Feel free to use additional pages if more space is required, but please keep answers concise.

WLCT acknowledges that the prospective bidders are providing information based on their best assessment of the current condition of the property.

I. **Statement of Intent**

Why are you interested in owning and managing the Sherman/Rulon Farm? What makes you the most qualified candidate? How would your ownership of the Sherman/Rulon Farm benefit the community of Westport?

d. The new owner of the Sherman/Rulon Farm will be required to work in collaboration with the Town and WLCT to comply with the Agricultural Preservation Restriction (APR) on the property. Explain any experience you have working with Conservation Restrictions and/or Agricultural Preservation Restrictions, and any other experience that you believe has helped to prepare you for owning a farm subject to an APR.

e. Provide at least three (3) references with contact names, title, email address (if available), and current telephone numbers. At least one reference must be able to address the bidder's experience with agriculture.

1.

2.

3.

4. Farm Plan

a.) *Business Concept.*

- i. Describe the mission, vision and goals for your farm enterprise.

b.) *Farm Management.*

- i. Describe the cultivation, maintenance, management and harvesting activities proposed for the Premises.

- iv. Explain how you will take into consideration the terms of the APR in the management of the property.

c.) *Farm Business Plan.*

- i. In a comprehensive and detailed fashion, outline the projected Farm Business Plan. This outline must be sufficient to clearly demonstrate the financial feasibility of your Business Concept. The Plan must also clearly demonstrate how the responder intends to successfully implement the Farm Business Plan.

5. Statement of Understanding of Agricultural Preservation Restriction.

I/We have read the Agricultural Preservation Restriction. I/We understand that the successful bidder for the Sherman/Rulon Farm will purchase the Farm subject to the terms of the Agricultural Preservation Restriction, substantially in the form as presented in the Request for Proposals.

Applicant Signature

Date

Co-Applicant Signature

Date

6. Affidavit of Disclosure of Beneficial Interests and Non-Collusion

**Property: Near 122 Blossom Road
Assessors Map 1, portion of Lot 10
Westport, MA**

I, _____, under the penalties of perjury do hereby state and affirm:

- a) That this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this Affidavit the words "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals;
- b) The following persons have or will have a direct or indirect beneficial interest in the Property:

Name & Address:

- c) None of the above-mentioned persons is an employee or member of the Board of Directors of the Westport Land Conservation Trust, except as listed below:

The undersigned swears under the penalties of perjuries that this Affidavit is complete and accurate in all respects.

SIGNATURE

PRINT OR TYPE NAME

ADDRESS

TELEPHONE #

WITNESS

**7. Offer and Acceptance. Sherman/Rulon Farm
Near 122 Blossom Road, Westport, MA (“the Property”)**

This Offer and Acceptance is executed this ___ day of _____, 2018, by and among the Westport Land Conservation Trust, Inc. a Massachusetts nonprofit corporation having a usual place of business at 830 Drift Road, Westport, MA 02790 (Seller), and _____ of _____ (Buyer).

Subject to and in accordance with the terms and conditions set forth in a Request for Proposals (RFP) attached hereto and incorporated herein by reference, and as supplemented by further terms set forth below, the Buyer hereby agrees to purchase the Property more fully described the RFP. In signing this Offer and Acceptance, Buyer acknowledges that he/she/they has/have read the RFP and all attachments thereto, has to his/her satisfaction availed him/herself of the opportunities described therein for obtaining additional information concerning the Property and the terms under which it is offered for sale, understands the terms of the RFP, and agrees to their incorporation into this Offer and Acceptance.

Good and marketable title to the Property shall be conveyed by a Massachusetts Quitclaim deed, subject to the Agricultural Preservation Restriction (APR) as described in the RFP.

The bid price for which the property has been sold to the Buyer is _____ and 00/100 Dollars (\$ _____), of which Five Hundred Dollars (\$500.00) has been paid today, by certified check, in accordance with the RFP. The Offer and Acceptance shall not be deemed complete and binding on Buyer and Seller until the Buyer has made his or her deposit and both Buyer and Seller have signed this Offer and Acceptance. Upon signing of this Offer and Acceptance by Buyer and Seller, the Offer and Acceptance will become a contract binding upon Buyer and Seller, according to its terms. The deposit paid by the Buyer upon signing will only be refundable if Seller rejects Buyer’s offer and does not sign the Offer and Acceptance.

Within fourteen (14) days of executing this Offer and Acceptance, Buyer and Seller will enter into a mutually acceptable Purchase and Sale Agreement and Buyer will make an additional payment, by certified check, of Nine Thousand Five Hundred Dollars (\$9,500.00), for a total Deposit of Ten Thousand Dollars (\$10,000.00). The Bid Deposit shall be applied to the payment due from Buyer at closing.

All payments made by Buyer shall be held in escrow by counsel for Seller, in an IOLTA-type account, pending the closing.

Buyer shall pay the costs of all documents required to be recorded or needed to complete this transaction, as well as all costs of recording and documentary stamps.

In the event the Seller cannot convey title to the Property as stipulated herein, the Bid deposit will be refunded and all rights hereunder shall cease and the Buyer will have no other recourse against the Seller, or its employees, agents and representatives, whether at law or in equity. If Buyer shall fail to fulfill Buyer’s agreements herein, all deposits made hereunder by the Buyer shall be forfeited and retained by the Seller. The parties hereto acknowledge and expressly agree that

this is not a penalty clause but a good faith measure of damages in the event Buyer defaults in purchasing the Property.

The Property shall be conveyed in “as is” condition. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has he/she relied upon, any warranties or representation, express or implied, of the Seller or its employees, agents or attorneys not set forth in this Offer and Acceptance.

The Buyer shall assume responsibility for all costs relating to compliance with Title 5 of the State Environmental Code, state and local requirements regarding smoke and carbon monoxide detection equipment, and lead paint regulations, all as applicable. Seller makes no warranties or representations regarding the Property’s current compliance with any federal, state or local regulations or laws. Buyer shall hold Seller harmless from any costs, suits, or liability whatsoever relative to compliance with said Title 5, which indemnity shall survive the closing.

The Seller, its agents, officers, attorneys and affiliates make no warranties or representations, express or implied, of any nature, including, without limitation, as to title, taxes, tax takings, the condition of the Property, or its compliance or non-compliance with applicable zoning. Verification of title of the land and improvements being conveyed and any other factor pertaining to the Property is the sole obligation of the Buyer.

The Buyer is further advised that Massachusetts General Laws require that smoke and carbon monoxide detectors be installed in all residential structures. The Buyer in purchasing this property agrees that he/she will assume any costs relative to the purchase and installation, plus any costs dealing with inspection fees for such smoke and carbon monoxide detection equipment, and Buyer further acknowledges that such equipment shall meet all of the minimum state and Town of Westport Fire Department requirements, and all such equipment and inspections in connection therewith shall be at Buyer’s sole cost and expense, and Buyer shall obtain a certificate from the Town of Westport Fire Department and shall deliver a copy to Seller prior to or at closing

The Property shall be sold and conveyed without representation or warranty as to their condition, construction, or fitness for habitation, or whether they conform to applicable state or local building and sanitary codes.

This Offer and Acceptance is executed in duplicate and is to be construed as a Massachusetts contract, to take effect as a sealed instrument, and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified, or amended only by a written instrument executed by the Seller and the Buyer. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several.

We/I, the undersigned Buyer, acknowledge that we/I have been given a copy of this Offer and Acceptance.

Witness our hands and seals this _____ day of _____, 2018.

Buyer:

Buyer:

By: _____

By: _____

ACCEPTANCE

The foregoing Offer is hereby accepted this _____ day of _____, 2018.

Seller: Westport Land Conservation Trust, Inc.

By: _____
Ross Moran, duly authorized
Executive Director