

**PROPOSAL FORM
PURCHASE OF BERRY HILL FARM**

The Applicant undersigned hereby submits the following Proposal to purchase the property owned by the Westport Land Conservation Trust, Inc. consisting of approximately 42+ acres, commonly known as the “Berry Hill Farm” located at 764 Pine Hill Road, Lot 2 in Westport, Massachusetts.

NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

SIGNATURE: _____

DATE: _____

This Packet includes the following Required Documents:

- _____ 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 Conservation Restriction
- _____ 6. Executed Affidavit of Disclosure of Beneficial Interests and Non-Collusion
- _____ 7. Offer and Acceptance Form
- _____ 8. Deposit

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

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

2. General Information

- a. Describe the nature of the entity or individual(s) that will purchase and own the Property (i.e. family business, LLC, etc.).

- b. Identify all principals, beneficiaries, partners or co-venturers participating in the transaction, and the nature/role and share of the participants' ownership in and compensation from the project.

- c. Describe any legal or administrative actions past, pending or threatened that could relate to the conduct of the Applicant's (or its principals or any affiliates) business and/or its compliance with laws and other governmental requirements.

- d. The new owner of Berry Hill Farm will be required to adhere to the terms of the Conservation Restriction (CR) on the property and cooperate with annual inspections of the property by the Town of Westport Conservation Commission and the Westport Land Conservation Trust, Inc. Explain any experience you have stewarding land 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 a CR.

- e. Please describe your current farmland holdings or any land leased for your operation including the location (town, state), and total acreage in production or use.

- f. Please describe your plans for the Special Use Area on the property, such as any general plans or timeline to build a house, and who will live there once built.

- g. Provide at least three (3) references relevant to your farm or business with contact names, title, email address (if available), and current telephone numbers. At least one reference must be able to address the Applicant's experience with agriculture.

1. _____

- 2. _____

- 3. _____

3. Property Purchase Financing Plan

- a.) Describe all anticipated sources of funding and financing for the purchase of the property. Attach any pre-approval or pre-screening letters and describe the source of all cash contributions or equity contributions required by the various anticipated funding sources.

- b.) Describe the anticipated monthly and annual debt service and projected sources of revenue to pay said debt service. This response need only list the source of revenue and does not need to fully describe the source of the revenue if it is to be derived from agricultural operations since this will be more fully described in the Farm Business Plan below.

- c.) If applicable, explain the circumstances surrounding any adverse action taken against Applicant or any other party involved in the purchase of the property by a previous creditor that resulted in a foreclosure or repossession.

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.

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- ii. Describe any proposed improvements to the Property, including any planned/new improvements to agricultural structures (permanent and temporary), utilities, irrigation or soil improvements.

- iii. Describe the individual(s), team, and/or organizations to be involved in the agricultural operation. List relevant experience, education and training in the area of agriculture in general and specifically, with the proposed crop(s) that the bidder intends to raise. Particular attention should be given to demonstrate experience with farm activities of a similar scale and complexity. Resumes may also be attached to supplement information provided here.

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

5. Statement of Understanding of the Conservation Restriction and Request for Proposal Terms.

I/We have read the Conservation Restriction and “Request for Proposals Berry Hill Farm 764 Pine Hill Road, Westport, MA” (hereinafter “RFP”). I/We understand that the successful Applicant for the Berry Hill Farm will purchase the Farm subject to the terms of the Conservation Restriction in the form as presented in the RFP. I/We acknowledge that I/We have read, and do hereby accept the terms and conditions contained in this RFP.

Applicant Signature

Date

Co-Applicant Signature

Date

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

**Property: 764 Pine Hill Road (Lot 2)
Bristol South District County Registry of Deeds Plan Book 185, Page 1
Westport, MA**

WLCT's goal is to match this property with the best suited applicant. Its Board of Directors must protect the integrity of the decision making process and ensure the ethical operation of the organization, which includes documenting and addressing any real or perceived conflict of interest with applicants. This form is being used to disclose if the applicant has a relationship with WLCT, as defined in the questions below.

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

- a) That this 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:

- d) None of the above-mentioned persons are donors whose contributions within one year preceding this Affidavit exceed \$5,000 or whose total contributions to the Westport Land Conservation Trust exceed \$50,000; or are family members of any of the above, including spouses, parents and grandparents and their spouses, children and grandchildren and their spouses, and siblings and their spouses; or have business affiliations, including any person, corporation, or organization controlling, controlled by or under common control with any of the above, except as listed below:

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

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. Berry Hill Farm
764 Pine Hill Road, Westport, MA (“the Property”)**

This Offer and Acceptance is executed this ___ day of _____, 2023, by and among the Westport Land Conservation Trust, Inc. a Massachusetts nonprofit corporation having a usual place of business at 573 Adamsville 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 Conservation Restriction (CR) as described in the RFP.

The price for which the property has been sold to the Buyer is three hundred thousand and 00/100 Dollars (\$ 300,000.00), of which (\$500.00) has been paid today, by 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 Buyers 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 (\$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.

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 V 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.

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.

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.

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

Witness our hands and seals this _____ day of _____, 2023.

By:

By: