

LAND AGREEMENT

1. PARTIES. This Agreement is made this _____ day of July, 2021

Between: **MICHAEL MCCUSKER**, of 22 Upper Street, Buckland MA hereinafter called the **SELLER**, and **TOWN OF BUCKLAND**, of ___ State Street, Buckland MA 01370 hereinafter called the **BUYER**.

2. DESCRIPTION. Subject to the terms and conditions hereinafter set forth, the SELLER agrees to donate and the BUYER agrees to accept the following bounded and described premises: **That certain parcel of land conveyed to the Seller recorded in Franklin Registry of Deeds in Book 4465 Page 288, located on State Street, Buckland MA (Exhibit A)**

3. PLANTINGS, TOPSOIL, ETC. Included as part of said premises are all trees, shrubs, plants and topsoil located thereon. The SELLER agrees not to remove, cut or otherwise alter same during the term of this Agreement.

4. SELLER'S REPRESENTATIONS. SELLER makes no representations or warranties as to the property and the same is being donated "AS IS".

5. TITLE. Said premises are to be conveyed on or before _____, 2021, by a good and sufficient Deed of the SELLER which shall be a Deed of equal character and covenants as held by the SELLER, conveying a good, clear record and marketable title to the same free from all encumbrances, except:

- a. Usual public utilities servicing the premises, if any;
- b. Taxes for the current year not due and payable on the date of delivery of the Deed;
- c. Any liens for municipal assessments and/or orders for which assessments may be made after the date of this Agreement;
- d. Restrictions and easements of record, if any, which do not materially affect the value or intended use of the premises;
- e. Provisions of existing building and zoning laws.

6. ADDITIONAL DOCUMENTATION AT CLOSING. The SELLER agrees to execute and deliver simultaneously with the delivery of the Deed such certifications as may reasonably be required by the BUYER'S attorney or the BUYER'S mortgage lender including, without limitation, documents relating to the absence of tenants in the premises, the absence of mechanic's or materialmen's liens, the payment of municipal liens, the absence of UFFI at the premises and the SELLER'S compliance with requirements imposed upon residential sellers with respect to UFFI by statute and applicable regulations, the underlying financial terms of the purchase and sale, the citizenship and residency of the SELLER, and the SELLER'S taxpayer identification number and forwarding address.

7. CONSIDERATION. There is no consideration paid. SELLER is donating the property to the Town/BUYER.

8. PERFORMANCE. The Deed is to be delivered and the consideration paid at the Registry of Deeds in which the Deed should be by law recorded on no later than _____ 2021 unless some other place and time should be mutually agreed upon. To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; and all instruments so procured to clear the title shall be recorded simultaneously with the delivery of the Deed.

9. CASUALTY LOSS. In case of any damage to the premises by fire or other casualty after the signing and delivery of this Agreement by all parties hereto, and unless the premises shall have been restored to its former condition by the SELLER prior to the performance date, the BUYER may, at the BUYER'S option, either cancel this Agreement and recover all sums paid hereunder or require as part of this Agreement that the SELLER pay over or assign, on delivery of the Deed, all sums recovered or recoverable on any and all insurance covering such damage, plus an amount equal to any "deductible" under such insurance.

10. POSSESSION. Full possession of the premises, free of all tenants and occupants, is to be delivered to the BUYER at the time of the delivery of the Deed, the said premises to be then in the same condition in which they now are. The BUYER shall have the right to inspect the premises for compliance with this paragraph prior to delivery of the Deed upon reasonable notice to the Broker.

11. ADJUSTMENTS. Taxes shall be apportioned as of the day of delivery of the Deed. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed.

12. INSPECTIONS.

Buyer has inspected the land and is satisfied with the condition thereof excepting tires to be removed by Seller prior to closing.

Seller's Initials

Buyer's Initials

