

CONTRACT NUMBER: # _____
BUDGET CODES: _____

OPTION FOR PURCHASE OF LAND

This Option made by and between **Lori Derouin**, having an address of 612 Bridge Road, Northampton, MA 01060 ("Optionor" or "**DEROUIN**") and

the **City of Northampton**, ATTN: Wayne Feiden, Office of Planning and Sustainability, 210 Main Street, Room 11, Northampton, MA 01060, a Massachusetts municipal corporation or its assigns ("Optionee" or "**CITY**").

For and in consideration of the Sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, **DEROUIN** hereby grants to the **CITY** an exclusive right and option to purchase a certain parcel of **LAND**.

Said LAND consists of a portion of the land shown as Northampton Assessors Map ID 17B-003-001, being the easterly 24.76 acres of that parcel on the westerly side of Boggy Meadow Road, Northampton, Massachusetts. Described in the deed recorded at the Hampshire Registry of Deeds at **Book 7123, Page 234**.

Purchase Price and Terms: The purchase price for the **LAND** shall be \$30,950 by city check or the city's attorney's check. The seller shall deliver a Quit Claim Deed.

DEROUIN agrees that upon payment of the purchase price, they shall execute and deliver to the **CITY** a good and sufficient quitclaim deed in lieu of foreclosure or Quit Claim to the **CITY**, free of any liens and encumbrances, other than encumbrances of record and back taxes which do not materially affect the value or intended use of the **LAND**.

Closing: The **CITY**'s commitment to exercise the Option shall be delivered no later than September 30, 2015. The Option shall be exercised by mailing, certified mail, or hand delivering written notice of **CITY**'s intent to exercise this Option to **DEROUIN**'s address listed above, said mailing to occur on or before said date. The closing shall occur on or before October 31, 2015.

Right of Entry: During the term of this Option, the **CITY** and the **CITY**'s authorized agents shall have the right to enter upon the Land for any and all purposes consistent with surveying, inspection, testing, measurement, permit applications, vernal pool certifications, or other considerations of **CITY** relating to the use of the Land, including such limited cutting of trees and brush as are needed to allow measurements.

Non-Exercise of Option: In the event this Option is not exercised in accordance with the terms herein contained, the consideration paid simultaneously with the execution hereof shall be forfeited by the **CITY** to **DEROUIN** and shall be liquidated damages to **DEROUIN**. Such forfeiture, together with any other benefits accruing to **DEROUIN** under the terms of this Option shall preclude the imposition of liability at law or in equity against either party and no further obligation hereunder; and the Option granted herein shall expire without the necessity of any further action or recording by either party.

No Broker: The parties each represent and warrant that they did not hire or enter into any agreement with any real estate broker nor any other person who could be entitled to a real estate commission with respect to the transactions contemplated herein.

Hazardous Materials: DEROUIN represents and warrants that to the best of its knowledge and belief, there are no underground storage tanks on the LAND, nor of any release or threat of release of oil or hazardous materials on the Land, as these terms are defined by M.G.L. c.21E. This provision shall survive the closing.

Entire Agreement: This Option contains each and every agreement and understanding existing between the parties relating to the subject matter hereof and supersedes all previous negotiations, representations, commitments and writings. Any changes, modifications or additions to this Option shall be in writing and signed by both parties. Except as specifically set forth herein, each party shall bear all its own costs of this transaction, including without limitation legal fees.

Governing Law: This Option shall be construed under the laws of the Commonwealth of Massachusetts and shall inure to the benefit of and bind the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. I further authorize the City of Northampton to deduct from the amounts due under this contract, any overdue taxes, real or personal, or any other fees due to the City of Northampton from the vendor which become due and payable by the vendor or its officers, directors or agents during the term of this contract or until the final amounts due under this contract are paid in full.

IN WITNESS WHEREOF, DEROUIN and CITY have executed this Option as a sealed instrument this ___ day of _____, 2015.

DEROUIN, Optionor:

Lori Derouin

City of Northampton, Optionee:

Wayne Feiden, FAICP, Director of Planning and Sustainability

Joyce Karpinski, City Auditor, as to appropriation

Joe Cook, Chief Procurement Officer, as to procurement and to form

David J. Narkewicz, Mayor