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## ***Court Finds Land Repurchase Agreement Too Vague to Enforce***

In Haven Realty Trust v. Corrigan, the Massachusetts Superior Court issued two complementary rulings on cross-motions for summary judgment in a complex property and construction dispute between real estate trust Haven Realty Trust (“HRT”), its trustees Justin O’Connell and Danielle O’Connell (the “O’Connells”), and real estate developers Patrick Corrigan and Karina Corrigan (the “Corrigans”), along with their entities Corrigan Development Company (“CDC”) and Haven Manor, LLC. The case centers

on the sale of a Dover, MA property, a failed land buyback option, and incomplete renovation work allegedly performed by unlicensed contractors.

A central issue in the case was whether the Corrigans could enforce an Option to Purchase agreement that purportedly gave them the right to repurchase 3.838 acres of land from the O'Connells after selling the full 7.718-acre property. The Superior Court found the option provision to be too indefinite to support a breach of contract or specific performance claim.

The court held that the Option to Purchase lacked essential terms. Most notably, the Option failed to define the location, dimensions, or boundaries of the land to be repurchased. Instead, it deferred those determinations to a future agreement between the parties. The court explained that such an open-ended arrangement mirrors the unenforceable language rejected by the Supreme Judicial Court in Lucey v. Hero Int'l Corp., 361 Mass. 569 (1972), where an option referencing only a general area for potential purchase was deemed too indefinite to support enforcement. As in Lucey, the court concluded that an agreement to agree in the future on key terms is not a binding contract.

As a result, the court granted summary judgment in favor of the O'Connells on all contract-based claims arising from the Option to Purchase, including breach of contract, breach of the implied covenant of good faith and fair dealing, and specific performance. This decision underscores that parties cannot rely on vague, incomplete agreements to enforce property rights.

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