



**GARDINER CITY COUNCIL**  
**AGENDA ITEM INFORMATION SHEET**



<b>Meeting Date</b>	03/06/2019	<b>Department</b>	Tax Collector
<b>Agenda Item</b>	4.3 Review upcoming tax acquired properties being sent to bid		
<b>Est. Cost</b>	n/a		

**Background Information**

Recently the list of tax foreclosed properties was reviewed by Councilor Berry, CEO Skelton, City Manager Landes, Assessors Agent Lebel, and Tax Collector Cutler. The following four properties are being sent to the City Council for their review and acceptance of sending them to bid with the recommended minimum amounts.

- a. Map 038 Lot 011 Minimum Bid \$2,500 57 Mt Vernon Street
- b. Map 036 Lot 021 Minimum Bid \$2,000 21 Adams Street
- c. Map 009 Lot 003 Minimum Bid \$2,000 210 Costello Road (clean-up clause)
- d. Map 015 Lot 005 H Minimum Bid \$6,500 56 Marks Lane (clean-up clause)

The Council is being asked to review the minimum bid proposal.

Tax Collector Cutler will be here to discuss the bid process and answer any other questions the Council may have.

<b>Requested Action</b>	'I move to approve the above noted properties be sent to bid, with the recommended minimum bids and specific property clean-up requirements.'
<b>City Manager and/or Finance Review</b>	The City Manager recommends the above action.
<b>Council Vote/ Action Taken</b>	
<b>Departmental Follow-Up</b>	

<b>City Clerk Use Only</b>	1 <sup>st</sup> Reading _____	Advertised _____	<b>EFFECTIVE DATE</b> _____
	2 <sup>nd</sup> Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

# Invitation, Bid and Acceptance – Sale of Property by City of Gardiner

## Section I – Invitation for Bids

Sealed bids are to be made on this form and are for the property known as City of Gardiner Tax Map 038 Lot 011, together with any improvements thereon, being located at 57 Mt Vernon Street, Gardiner, Maine. The City is selling any interest it may have in the property acquired under and by virtue of undischarged tax liens.

The bids are subject to all conditions stated in Section IV – (Conditions of Bid) attached hereto and made a part hereof. Sealed bids will be received by the Gardiner City Hall, at 6 Church Street, Gardiner, Maine, 04345, until 2:00pm on March 15, 2019 at which time all bids will be opened. A decision will be made by the City Council at the council meeting on Wednesday, March 20, 2019 at 6:00pm.

All bids must be submitted in a sealed envelope clearly marked "T.A.P. Bid – Tax Map 038 Lot 011" on the envelope. Bids must be mailed or delivered in sufficient time to reach the above address prior to the time specified above. Bids not submitted in accordance with these instructions will not be considered.

## Section II – Bid

**MINIMUM BID: \$2500**

Improvements

Amount of Bid (in U. S. currency) \$ \_\_\_\_\_

Amount of Deposit (10% or more) \$ \_\_\_\_\_

The undersigned bidder offers to purchase from the City of Gardiner, herein referred to as the City, the above real estate with full knowledge of the bid conditions enumerated in Section IV, The City of Gardiner will notify all bidders within thirty (30) days after the date specified above in Section 1, by mail or otherwise delivered to the bidder, whether or not their bid was successful.

\_\_\_\_\_  
(Bidder's signature)

\_\_\_\_\_  
(Type or Print Bidder's name)

\_\_\_\_\_  
(Street/Mailing address)

\_\_\_\_\_  
(City/Town/State/Zip)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Date)

## Section III – Acceptance by the City of Gardiner

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name & title of official)

\_\_\_\_\_  
(Date of acceptance)

# Invitation, Bid and Acceptance – Sale of Property by the City of Gardiner

## Page 2:

### Section IV – Conditions of Bid

**1. Bid Deposit.** All bids must be accompanied by a check drawn on a local financial institution, certified cashier's check or postal money order, payable to the City of Gardiner, in an amount not less than ten percent (10%) of the bid price, to be included as a deposit on the bid. Failure to submit a deposit shall cause the bid to be automatically rejected. The deposit of the successful bidder will be applied on the purchase price upon the City's acceptance. Deposits of unsuccessful bidders will be returned or refunded. The City may retain any or all deposits until a final acceptance is made.

**2. Bid Modification.** Any sealed bids may be modified or withdrawn by written request received by the City prior to the time fixed for receiving bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time of submission in the case of bids made in writing in conjunction with negotiated sales or submission of the highest acceptable bid at a public sale.

**3. Payment.** Payment in full shall be required from any successful bidder within thirty (30) calendar days following the date when the bid is accepted. Should the bidder fail to pay the full balance, the municipality shall retain the bid price deposit and title to the property and, thereafter, negotiate a sale of the property with any and/or all unsuccessful bidders. Payment shall be made by certified cashier's check or postal money order, payable to the City of Gardiner. Any and all real estate transfer taxes shall be paid by the successful bidder.

**4. Deed.** Within sixty (60) days after payment in full of the bid amount, the City will deliver to the successful bidder a *Municipal Quitclaim Deed*, in accordance with the Short Form Deeds Act, 33 M.R.S.A. §761, subject to the following items:

a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitations, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the successful bidder).

b. Any and all public easements or other public interests in the above-described parcel for roads, sewers, or other purposes and governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.

c. Any condition which a physical examination or adequate survey of the property might reveal.

d. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and which may or may not be shown by the public records.

e. The rights of tenants and persons in possession, if any.

f. All outstanding municipal fees and charges, including water and sewer and municipal taxes, including those which constitute liens encumbering the property. Provided, however, before closing the City of Gardiner shall discharge the sewer and municipal liens assessed against the property as of the date of the sale to the successful bidder.

**5. Title.** The City, in selling the property, is conducting a sale due to the unpaid taxes. The property is sold AS IS and WHERE IS, with all existing defects and without any warranties of any kind, even as to fitness for a particular purpose, habitability or merchantability. All bidders are invited to inspect the real estate and the public records prior to making a bid. No warranties, guaranties or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the property, including improvements located underground, the location and/or boundaries of the property or improvements thereon, title to the property, environmental compliance, or its compliance with any

applicable zoning or land use regulations, law or ordinances. Bidders assume responsibility and expense for any title search, title examination or title insurance. THE SUCCESSFUL BIDDER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF THE PROPERTY AND THE ASSUMPTION OF ALL RISKS RELATING TO UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NOW WAY RELIES UPON REPRESENTATIONS MADE BY THE CITY OF GARDINER OR IT'S REPRESENTATIVES AND AGENTS.

**6. Abstracts or Title Evidence.** The City will not furnish any abstracts of title and/or title evidence regarding the property being sold; but the bidder may examine the municipal tax records pertaining thereto at the bidder's expense.

**7. Property Condition and Clean Up.** The successful bidder agrees, upon acceptance of the property, to clear the property of all debris and bring it up to code specifications within 4-6 months of the date of sale. The City makes no assurances, warranties, or guarantees, either expressed or implied, of the condition, habitability, development, or future use of this property. The City specifically disclaims, and the successful bidder acknowledges that the City shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, indemnify and save the successful bidder or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up, or liability, including, but not limited to, attorney's fees and court costs, and including, but not limited to such loss, damage, cost, expense or liability, based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter or material on the real estate.

**8. Acceptance or Rejection of Bids.** The City may accept any bid or reject any or all bids and may waive any defects therein.

**9. Default.** If the successful bidder should fail to comply with any or all of the terms or conditions hereof, the City may retain the deposit and terminate the contemplated sale, at its option, by notice in writing sent to the bidder at the address shown in Section II, by depositing such notice in the U.S. Post Office, postage prepaid. Acceptance of this bid is not valid until duly signed by an authorized official of the City of Gardiner. The successful bidder whose deposit is retained under this paragraph will also be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of successful bidder's failure to perform, including without limitation, reasonable attorney's fees. The successful bidder's commitment will not be contingent upon securing financing or upon any other condition; the successful bidder's deposit will not be refunded due to an inability to obtain financing or any other failure by successful bidder to perform.

**10. Representation Regarding Property.** Representations or statements regarding the property made by any representative of the City shall not be binding on the City or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein.

# **Invitation, Bid and Acceptance – Sale of Property by City of Gardiner**

## **Section I – Invitation for Bids**

Sealed bids are to be made on this form and are for the property known as City of Gardiner Tax Map 036 Lot 021, together with any improvements thereon, being located at 21 Adams Street, Gardiner, Maine. The City is selling any interest it may have in the property acquired under and by virtue of undischarged tax liens.

The bids are subject to all conditions stated in Section IV – (Conditions of Bid) attached hereto and made a part hereof. Sealed bids will be received by the Gardiner City Hall, at 6 Church Street, Gardiner, Maine, 04345, until 2:00pm on March 15, 2019 at which time all bids will be opened. A decision will be made by the City Council at the council meeting on Wednesday, March 20, 2019 at 6:00pm.

All bids must be submitted in a sealed envelope clearly marked "T.A.P. Bid – Tax Map 036 Lot 021" on the envelope. Bids must be mailed or delivered in sufficient time to reach the above address prior to the time specified above. Bids not submitted in accordance with these instructions will not be considered.

## **Section II – Bid**

**MINIMUM BID: \$2000**

Improvements  
Amount of Bid (in U. S. currency) \$ \_\_\_\_\_

Amount of Deposit (10% or more) \$ \_\_\_\_\_

The undersigned bidder offers to purchase from the City of Gardiner, herein referred to as the City, the above real estate with full knowledge of the bid conditions enumerated in Section IV, The City of Gardiner will notify all bidders within thirty (30) days after the date specified above in Section 1, by mail or otherwise delivered to the bidder, whether or not their bid was successful.

\_\_\_\_\_  
(Bidder's signature)

\_\_\_\_\_  
(Type or Print Bidder's name)

\_\_\_\_\_  
(Street/Mailing address)

\_\_\_\_\_  
(City/Town/State/Zip)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Date)

## **Section III – Acceptance by the City of Gardiner**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name & title of official)

\_\_\_\_\_  
(Date of acceptance)

# Invitation, Bid and Acceptance – Sale of Property by the City of Gardiner

## Page 2:

### Section IV – Conditions of Bid

- 1. Bid Deposit.** All bids must be accompanied by a check drawn on a local financial institution, certified cashier's check or postal money order, payable to the City of Gardiner, in an amount not less than ten percent (10%) of the bid price, to be included as a deposit on the bid. Failure to submit a deposit shall cause the bid to be automatically rejected. The deposit of the successful bidder will be applied on the purchase price upon the City's acceptance. Deposits of unsuccessful bidders will be returned or refunded. The City may retain any or all deposits until a final acceptance is made.
- 2. Bid Modification.** Any sealed bids may be modified or withdrawn by written request received by the City prior to the time fixed for receiving bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time of submission in the case of bids made in writing in conjunction with negotiated sales or submission of the highest acceptable bid at a public sale.
- 3. Payment.** Payment in full shall be required from any successful bidder within thirty (30) calendar days following the date when the bid is accepted. Should the bidder fail to pay the full balance, the municipality shall retain the bid price deposit and title to the property and, thereafter, negotiate a sale of the property with any and/or all unsuccessful bidders. Payment shall be made by certified cashier's check or postal money order, payable to the City of Gardiner. Any and all real estate transfer taxes shall be paid by the successful bidder.
- 4. Deed.** Within sixty (60) days after payment in full of the bid amount, the City will deliver to the successful bidder a *Municipal Quitclaim Deed*, in accordance with the Short Form Deeds Act, 33 M.R.S.A. §761, subject to the following items:

  - a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitations, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the successful bidder).
  - b. Any and all public easements or other public interests in the above-described parcel for roads, sewers, or other purposes and governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.
  - c. Any condition which a physical examination or adequate survey of the property might reveal.
  - d. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and which may or may not be shown by the public records.
  - e. The rights of tenants and persons in possession, if any.
  - f. All outstanding municipal fees and charges, including water and sewer and municipal taxes, including those which constitute liens encumbering the property. Provided, however, before closing the City of Gardiner shall discharge the sewer and municipal liens assessed against the property as of the date of the sale to the successful bidder.
- 5. Title.** The City, in selling the property, is conducting a sale due to the unpaid taxes. The property is sold AS IS and WHERE IS, with all existing defects and without any warranties of any kind, even as to fitness for a particular purpose, habitability or merchantability. All bidders are invited to inspect the real estate and the public records prior to making a bid. No warranties, guaranties or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the property, including improvements located underground, the location and/or boundaries of the property or improvements thereon, title to the property, environmental compliance, or its compliance with any

applicable zoning or land use regulations, law or ordinances. Bidders assume responsibility and expense for any title search, title examination or title insurance. THE SUCCESSFUL BIDDER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF THE PROPERTY AND THE ASSUMPTION OF ALL RISKS RELATING TO UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NOW WAY RELIES UPON REPRESENTATIONS MADE BY THE CITY OF GARDINER OR ITS REPRESENTATIVES AND AGENTS.

**6. Abstracts or Title Evidence.** The City will not furnish any abstracts of title and/or title evidence regarding the property being sold; but the bidder may examine the municipal tax records pertaining thereto at the bidder's expense.

**7. Property Condition and Clean Up.** The successful bidder agrees, upon acceptance of the property, to clear the property of all debris and bring it up to code specifications within 4-6 months of the date of sale. The City makes no assurances, warranties, or guarantees, either expressed or implied, of the condition, habitability, development, or future use of this property. The City specifically disclaims, and the successful bidder acknowledges that the City shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, indemnify and save the successful bidder or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up, or liability, including, but not limited to, attorney's fees and court costs, and including, but not limited to such loss, damage, cost, expense or liability, based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter or material on the real estate.

**8. Acceptance or Rejection of Bids.** The City may accept any bid or reject any or all bids and may waive any defects therein.

**9. Default.** If the successful bidder should fail to comply with any or all of the terms or conditions hereof, the City may retain the deposit and terminate the contemplated sale, at its option, by notice in writing sent to the bidder at the address shown in Section II, by depositing such notice in the U.S. Post Office, postage prepaid. Acceptance of this bid is not valid until duly signed by an authorized official of the City of Gardiner. The successful bidder whose deposit is retained under this paragraph will also be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of successful bidder's failure to perform, including without limitation, reasonable attorney's fees. The successful bidder's commitment will not be contingent upon securing financing or upon any other condition; the successful bidder's deposit will not be refunded due to an inability to obtain financing or any other failure by successful bidder to perform.

**10. Representation Regarding Property.** Representations or statements regarding the property made by any representative of the City shall not be binding on the City or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein.

# **Invitation, Bid and Acceptance – Sale of Property by City of Gardiner**

## **Section I – Invitation for Bids**

Sealed bids are to be made on this form and are for the property known as City of Gardiner Tax Map 009 Lot 003, together with any improvements thereon, being located at 210 Costello Road, Gardiner, Maine. The City is selling any interest it may have in the property acquired under and by virtue of undischarged tax liens.

The bids are subject to all conditions stated in Section IV – (Conditions of Bid) attached hereto and made a part hereof. Sealed bids will be received by the Gardiner City Hall, at 6 Church Street, Gardiner, Maine, 04345, until 2:00pm on March 15 2019 at which time all bids will be opened. A decision will be made by the City Council at the council meeting on Wednesday, March 20, 2019 at 6:00pm.

All bids must be submitted in a sealed envelope clearly marked "T.A.P. Bid – Tax Map 009 Lot 003" on the envelope. Bids must be mailed or delivered in sufficient time to reach the above address prior to the time specified above. Bids not submitted in accordance with these instructions will not be considered.

## **Section II – Bid**

**MINIMUM BID: \$2000**

Improvements  
Amount of Bid (in U. S. currency) \$ \_\_\_\_\_

Amount of Deposit (10% or more) \$ \_\_\_\_\_

The undersigned bidder offers to purchase from the City of Gardiner, herein referred to as the City, the above property with full knowledge of the bid conditions enumerated in Section IV, The City of Gardiner will notify all bidders within thirty (30) days after the date specified above in Section 1, by mail or otherwise delivered to the bidder, whether or not their bid was successful.

\_\_\_\_\_  
(Bidder's signature)

\_\_\_\_\_  
(Type or Print Bidder's name)

\_\_\_\_\_  
(Street/Mailing address)

\_\_\_\_\_  
(City/Town/State/Zip)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Date)

## **Section III – Acceptance by the City of Gardiner**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name & title of official)

\_\_\_\_\_  
(Date of acceptance)



# Invitation, Bid and Acceptance – Sale of Property by the City of Gardiner

## Page 2:

### Section IV – Conditions of Bid

- 1. Bid Deposit.** All bids must be accompanied by a check drawn on a local financial institution, certified cashier's check or postal money order, payable to the City of Gardiner, in an amount not less than ten percent (10%) of the bid price, to be included as a deposit on the bid. Failure to submit a deposit shall cause the bid to be automatically rejected. The deposit of the successful bidder will be applied to the purchase price upon the City's acceptance. Deposits of unsuccessful bidders will be returned or refunded. The City may retain any or all deposits until a final acceptance is made.
- 2. Bid Modification.** Any sealed bids may be modified or withdrawn by written request received by the City prior to the time fixed for receiving bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time of submission in the case of bids made in writing in conjunction with negotiated sales or submission of the highest acceptable bid at a public sale.
- 3. Payment.** Payment in full shall be required from any successful bidder within thirty (30) calendar days following the date when the bid is accepted. Should the bidder fail to pay the full balance, the municipality shall retain the bid price deposit and title to the property and, thereafter, negotiate a sale of the property with any and/or all unsuccessful bidders. Payment shall be made by certified cashier's check or postal money order, payable to the City of Gardiner. Any and all real estate transfer taxes shall be paid by the successful bidder.
- 4. Deed.** Within sixty (60) days after payment in full of the bid amount, the City will deliver to the successful bidder a *Municipal Quitclaim Deed*, in accordance with the Short Form Deeds Act, 33 M.R.S.A. §761, subject to the following items:

  - a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitations, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the successful bidder).
  - b. Any and all public easements or other public interests in the above-described parcel for roads, sewers, or other purposes and governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.
  - c. Any condition which a physical examination or adequate survey of the property might reveal.
  - d. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and which may or may not be shown by the public records.
  - e. The rights of tenants and persons in possession, if any.
  - f. All outstanding municipal fees and charges, including water and sewer and municipal taxes, including those which constitute liens encumbering the property. Provided, however, before closing the City of Gardiner shall discharge the sewer and municipal liens assessed against the property as of the date of the sale to the successful bidder.
  - g. An obligation running with the land and the grantees' successors and assigns to tear down and clean-up the property within 4-6 months from the date of the deed by (1) removing all structures, debris or remnants of structures; (2) removing all fire hazards or other things which constitute a hazard to health or safety; (3) leveling it so that there is no hole or depression in the land; and (4) taking all other action which may be required in order to ensure the property is not in violation of the Dangerous Building

## **Invitation, Bid and Acceptance – Sale of Property by the City of Gardiner**

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statute, 17 M.R.S.A. § 2851 . This obligation shall be fulfilled pursuant to duly issued City of Gardiner demolition permits and in compliance with all zoning requirements and building codes. In the event this obligation is not complete by the deadline, the City shall have all of the following remedies without waiving any claims for breach of agreement or any other rights or remedies available at law: (1) upon thirty (30) days written notice from the City to grantee(s), the grantee(s) shall convey the property to the City for \$1.00, (2) the City may seek specific performance or (3) the City may fulfill this obligation or cause the obligation to be fulfilled for the account of grantee(s), and the grantee(s) shall reimburse the City for any amount paid and any expense or contractual liability so incurred, and any amounts due thereunder shall; be deemed payable on demand of the City.

**5. Title.** The City, in selling the property, is conducting a sale due to the unpaid taxes. The property is sold AS IS and WHERE IS, with all existing defects and without any warranties of any kind, even as to fitness for a particular purpose, habitability or merchantability. All bidders are invited to inspect the property and the public records prior to making a bid. No warranties, guaranties or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the property, including improvements located underground, the location and/or boundaries of the property or improvements thereon, title to the property, environmental compliance, or it's compliance with any applicable zoning or land use regulations, law or ordinances. Bidders assume responsibility and expense for any title search, title examination or title insurance. THE SUCCESSFUL BIDDER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF THE PROPERTY AND THE ASSUMPTION OF ALL RISKS RELATING TO UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATIONS MADE BY THE CITY OF GARDINER OR IT'S REPRESENTATIVES AND AGENTS.

**6. Abstracts or Title Evidence.** The City will not furnish any abstracts of title and/or title evidence regarding the property being sold; but the bidder may examine the municipal tax records pertaining thereto at the bidder's expense.

**7. Property Condition and Clean Up.** The City makes no assurances, warranties, or guarantees, either expressed or implied, of the condition, habitability, development, or future use of this property. The City specifically disclaims, and the successful bidder acknowledges that the City shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, defend, indemnify or save the successful bidder or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up, or liability, including, but not limited to, attorney's fees and court costs, and including, but not limited to such loss, damage, cost, expense or liability, based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter or material on the property.

**8. Acceptance or Rejection of Bids.** The City may accept any bid or reject any or all bids and may waive any defects therein.

**9. Default.** If the successful bidder should fail to comply with any or all of the terms or conditions hereof, the City may retain the deposit and terminate the contemplated sale, at its option, by notice in writing sent to the bidder at the address shown in Section II, by depositing such notice in the U.S. Post Office, postage prepaid. Acceptance of this bid is not valid until duly signed by an authorized official of the City of Gardiner. The successful bidder whose deposit is retained under this paragraph will also be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of successful bidder's failure to perform, including without limitation, reasonable attorney's fees. The successful bidder's commitment will not be contingent upon securing financing or upon

## **Invitation, Bid and Acceptance – Sale of Property by the City of Gardiner**

### **Page 4:**

any other condition; the successful bidder's deposit will not be refunded due to an inability to obtain financing or any other failure by successful bidder to perform.

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# **Invitation, Bid and Acceptance – Sale of Property by City of Gardiner**

## **Section I – Invitation for Bids**

Sealed bids are to be made on this form and are for the property known as City of Gardiner Tax Map 015 Lot 005 H, together with any improvements thereon, being located at 56 Marks Lane, Gardiner, Maine. The City is selling any interest it may have in the property acquired under and by virtue of undischarged tax liens.

The bids are subject to all conditions stated in Section IV – (Conditions of Bid) attached hereto and made a part hereof. Sealed bids will be received by the Gardiner City Hall, at 6 Church Street, Gardiner, Maine, 04345, until 2:00pm on March 15, 2019 at which time all bids will be opened. A decision will be made by the City Council at the council meeting on Wednesday, March 20, 2019 at 6:00pm.

All bids must be submitted in a sealed envelope clearly marked "T.A.P. Bid – Tax Map 015 Lot 005 H" on the envelope. Bids must be mailed or delivered in sufficient time to reach the above address prior to the time specified above. Bids not submitted in accordance with these instructions will not be considered.

## **Section II – Bid**

**MINIMUM BID: \$6500**

Improvements  
Amount of Bid (in U. S. currency) \$ \_\_\_\_\_

Amount of Deposit (10% or more) \$ \_\_\_\_\_

The undersigned bidder offers to purchase from the City of Gardiner, herein referred to as the City, the above property with full knowledge of the bid conditions enumerated in Section IV, The City of Gardiner will notify all bidders within thirty (30) days after the date specified above in Section 1, by mail or otherwise delivered to the bidder, whether or not their bid was successful.

\_\_\_\_\_  
(Bidder's signature)

\_\_\_\_\_  
(Type or Print Bidder's name)

\_\_\_\_\_  
(Street/Mailing address)

\_\_\_\_\_  
(City/Town/State/Zip)

\_\_\_\_\_  
(Telephone number)

\_\_\_\_\_  
(Date)

## **Section III – Acceptance by the City of Gardiner**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name & title of official)

\_\_\_\_\_  
(Date of acceptance)

# Invitation, Bid and Acceptance – Sale of Property by the City of Gardiner

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### Section IV – Conditions of Bid

- 1. Bid Deposit.** All bids must be accompanied by a check drawn on a local financial institution, certified cashier's check or postal money order, payable to the City of Gardiner, in an amount not less than ten percent (10%) of the bid price, to be included as a deposit on the bid. Failure to submit a deposit shall cause the bid to be automatically rejected. The deposit of the successful bidder will be applied to the purchase price upon the City's acceptance. Deposits of unsuccessful bidders will be returned or refunded. The City may retain any or all deposits until a final acceptance is made.
- 2. Bid Modification.** Any sealed bids may be modified or withdrawn by written request received by the City prior to the time fixed for receiving bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the time of submission in the case of bids made in writing in conjunction with negotiated sales or submission of the highest acceptable bid at a public sale.
- 3. Payment.** Payment in full shall be required from any successful bidder within thirty (30) calendar days following the date when the bid is accepted. Should the bidder fail to pay the full balance, the municipality shall retain the bid price deposit and title to the property and, thereafter, negotiate a sale of the property with any and/or all unsuccessful bidders. Payment shall be made by certified cashier's check or postal money order, payable to the City of Gardiner. Any and all real estate transfer taxes shall be paid by the successful bidder.
- 4. Deed.** Within sixty (60) days after payment in full of the bid amount, the City will deliver to the successful bidder a *Municipal Quitclaim Deed*, in accordance with the Short Form Deeds Act, 33 M.R.S.A. §761, subject to the following items:

  - a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitations, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the successful bidder?).
  - b. Any and all public easements or other public interests in the above-described parcel for roads, sewers, or other purposes and governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.
  - c. Any condition which a physical examination or adequate survey of the property might reveal.
  - d. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and which may or may not be shown by the public records.
  - e. The rights of tenants and persons in possession, if any.
  - f. All outstanding municipal fees and charges, including water and sewer and municipal taxes, including those which constitute liens encumbering the property. Provided, however, before closing the City of Gardiner shall discharge the sewer and municipal liens assessed against the property as of the date of the sale to the successful bidder.
  - g. An obligation running with the land and the grantees' successors and assigns to tear down and clean-up the property within 4-6 months from the date of the deed by (1) removing all structures, debris or remnants of structures; (2) removing all fire hazards or other things which constitute a hazard to health or safety; (3) leveling it so that there is no hole or depression in the land; and (4) taking all other action which may be required in order to ensure the property is not in violation of the Dangerous Building

## **Invitation, Bid and Acceptance – Sale of Property by the City of Gardiner**

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statute, 17 M.R.S.A. § 2851 . This obligation shall be fulfilled pursuant to duly issued City of Gardiner demolition permits and in compliance with all zoning requirements and building codes. In the event this obligation is not complete by the deadline, the City shall have all of the following remedies without waiving any claims for breach of agreement or any other rights or remedies available at law: (1) upon thirty (30) days written notice from the City to grantee(s), the grantee(s) shall convey the property to the City for \$1.00, (2) the City may seek specific performance or (3) the City may fulfill this obligation or cause the obligation to be fulfilled for the account of grantee(s), and the grantee(s) shall reimburse the City for any amount paid and any expense or contractual liability so incurred, and any amounts due thereunder shall; be deemed payable on demand of the City.

**5. Title.** The City, in selling the property, is conducting a sale due to the unpaid taxes. The property is sold AS IS and WHERE IS, with all existing defects and without any warranties of any kind, even as to fitness for a particular purpose, habitability or merchantability. All bidders are invited to inspect the property and the public records prior to making a bid. No warranties, guaranties or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the property, including improvements located underground, the location and/or boundaries of the property or improvements thereon, title to the property, environmental compliance, or its compliance with any applicable zoning or land use regulations, law or ordinances. Bidders assume responsibility and expense for any title search, title examination or title insurance. THE SUCCESSFUL BIDDER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF THE PROPERTY AND THE ASSUMPTION OF ALL RISKS RELATING TO UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATIONS MADE BY THE CITY OF GARDINER OR ITS REPRESENTATIVES AND AGENTS.

**6. Abstracts or Title Evidence.** The City will not furnish any abstracts of title and/or title evidence regarding the property being sold; but the bidder may examine the municipal tax records pertaining thereto at the bidder's expense.

**7. Property Condition and Clean Up.** The City makes no assurances, warranties, or guarantees, either expressed or implied, of the condition, habitability, development, or future use of this property. The City specifically disclaims, and the successful bidder acknowledges that the City shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, defend, indemnify or save the successful bidder or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up, or liability, including, but not limited to, attorney's fees and court costs, and including, but not limited to such loss, damage, cost, expense or liability, based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter or material on the property.

**8. Acceptance or Rejection of Bids.** The City may accept any bid or reject any or all bids and may waive any defects therein.

**9. Default.** If the successful bidder should fail to comply with any or all of the terms or conditions hereof, the City may retain the deposit and terminate the contemplated sale, at its option, by notice in writing sent to the bidder at the address shown in Section II, by depositing such notice in the U.S. Post Office, postage prepaid. Acceptance of this bid is not valid until duly signed by an authorized official of the City of Gardiner. The successful bidder whose deposit is retained under this paragraph will also be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of successful bidder's failure to perform, including without limitation, reasonable attorney's fees. The successful bidder's commitment will not be contingent upon securing financing or upon

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any other condition; the successful bidder's deposit will not be refunded due to an inability to obtain financing or any other failure by successful bidder to perform.

**10. Representation Regarding Property.** Representations or statements regarding the property made by any representative of the City shall not be binding on the City or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein.

## Christine Landes

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**From:** Kathleen Cutler  
**Sent:** Tuesday, February 26, 2019 3:17 PM  
**To:** Christine Landes  
**Subject:** RE: TAP

Yes. We set parameters for 210 Costello and 56 Marks Lane that they need to be demolished and the property cleaned up. Bid submission deadline will be 3/15 at 2pm and the council will review bids at the 3/20 meeting.

Kathleen Cutler  
Tax Collector/Deputy Treasurer  
City of Gardiner  
6 Church St.  
Gardiner, Maine 04345  
(207) 582-2223  
F-(207) 582-6895

**From:** Christine Landes  
**Sent:** Tuesday, February 26, 2019 3:15 PM  
**To:** Kathleen Cutler <KCutler@gardinermaine.com>  
**Subject:** TAP

Kathy:

Just as a clarification, before you advertise, that I am taking that list of properties to Council for their approval to send to bid? This will start the advertisement process for you and an awarding of bids at a meeting in March? Did we decide to add requirements to any of the next set? I need to pull your email and look at details.  
Thanks  
Christine

*Christine N. Landes, MBA/CMM*  
City Manager  
City of Gardiner  
6 Church Street  
Gardiner, Me. 04345  
207-582-4200 City Hall  
207-582-6895 Fax  
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