

# GARDINER CITY COUNCIL AGENDA ITEM INFORMATION SHEET



Meeting Date	04/10/2019	Department	Tax Collector
Agenda Item	4.10 Review of tax acquired prope	rties that are	being proposed to be sent out to bid
Est. Cost	n/a		

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 041, Lot 039; 7 Cannard Street Minimum Bid \$8,550
- b. Map 041, Lot 026; 47 Cannard Street Minimum Bid \$9,750
- c. Map 022, Lot 073; 38 Partridge Drive Minimum Bid \$4,000
- d. Map 010, Lot 010B; 0 Harley Road Minimum Bid \$3,500

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

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

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

ackground Information

#### 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 041 Lot 039, together with any improvements thereon, being located at 7 Cannard St, 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 April 19, 2019 at which time all bids will be opened. A decision will be made by the City Council at the council meeting on Wednesday, April 24, 2019 at 6:00pm.

All bids must be submitted in a sealed envelope clearly marked "T.A.P.~Bid – Tax~Map~041~Lot~039" 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: \$8550
Improvements Amount of Bid (in U. S. currency)	\$
Amount of Deposit (10% or more)	\$
above real estate with full knowled will notify all bidders within thirt	ourchase from the City of Gardiner, herein referred to as the City, the ge of the bid conditions enumerated in Section IV, The City of Gardiner y (30) days after the date specified above in Section 1, by mail or 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)	

- 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 heretofor 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 heretofor 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 3 months from the date of the deeds 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 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

- 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 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 REFLECTAS 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 REPRESNITATIONS 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 30 days 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 nor 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.

Color   Discreption   Discre	Description   Code Appraised Value   Assessed     RESIDNTL   1030   22,000     RESIDNTL   1030   1,500     RESIDNTL   1030   1,500	on Value
SUPPLEMENTALI	1030 59,700 1030 22,000 1030 1,500	sed raine
Conter ID:	1030	59,700 3510 22,000 CARDINER ME
TIF CODE		
Color   Colo		
State   Description   State		VISION
ASSEE ANITA J   BK-VOLPAGE   SALE DATE	Total 83,200	83,200
EXEMPTIONS   Amount   Code   Description   Total:   20,000,00   ASSESSING NEIGHBORHOOD		
Total:   Code   Description   Code   Code   Code   Description   Code	Pr. Code         Assessed Value         Pr. Code         Assessed V.           2018         1030         \$9,700         2017         1030           2018         1030         22,000         2017         1030           2018         1030         1,500         2017         1030	alue Yr. Code Assessed Value 59,700 2016 1030 59,700 22,000 2016 1030 22,000 1,500 2016 1030 1,500
State   Code   Description   Amount   Code   Description   Amount   Code   Description   Code   Code   Code   Description   Code   Code   Code   Description   Code   Co	Total: 83.200 Total: 8	83.200 Total: 83.200
Total:	Amount Comm. Int.	I nis signature acknowledges a visit by a Data Collector or Assessor
Total: 20,000,00	APPRAISED VALUE SUMMARY	LUE SUMMARY
NBHD/SUB	Appraised Bldg. Value (Card)	59,700
NOTES	Appraised XF (B) Value (Bldg)	
NOTES  **Mount Insp. Description**  **BUILDING PERMIT RECORL INSP. D	Barch Appraised OB (L) Value (Bldg)	1,500
NOTES  **MOTES**  **PRIT RECORL  **Price Description Amount Insp. Depth Units Price Insp. Depth Units Price Insp. Depth Units Price Insp. Depth Units Price Insp. Depth Units	Appraised Land Value (Bldg)	22,000
mit ID Issue Date Type Description Amount Insp. Description Insp. Description Amount Insp. Description	Special Land Value	
Permit ID Issue Date Type Description Amount Insp. D  Use Use Description Zone D Front Depth Units Price Price Insp. D  1030 Manu Home 12 Sept. 12 Sept. 1936	Total Appraised Parcel Value Valuation Method:	83,200
Issue Date   Type   Description   Amount   Insp. D	Exemptions	20.000
Permit ID Issue Date Type Description Amount Insp. D  Use Use Description Sone D Front Depth Units Price Price Insp. D  1030 Manu Home 125.522 SF 0.94	Adjustment:	
Issue Date   Type   Description   Amount   Insp. Description   Amount   Insp. Description   Description   Zone   Description   Depth   Units   Price   I   Price   P	Net Total Appraised Parcel Value	63,200
10.0   10.0		VISIT/ CHANGE HISTORY
Use Use Description Zone D Front Depth Units Price Price I 23,522 SF 0.94	Type	ID Cd. Purpose/Result
Use Description Zone D Front Depth Units Price 1  Manu Home 12 Sone D Front Depth Units Price 1  23,522 SF 0.94	01.30/2008 09/14/2007 09/14/2007	KL 12 Field Review PP 01 Measure/1st Visit PP 00 Measure + Listed
Manu Home         Long         D         Front         Depth         Units         Price         Factor         S.4.         Disc         Factor           Manu Home         12         23,522         SF         0.94         1.0000         5         1.0000         1.00	ECTION Special Pricing	8 440
23.522 SF 0.94 1.0000 5 1.0000 1.00	Notes-Adj Spe	Fact Adi Unit Price Land Value
	avo ado	10
Total Card Land Units: 0.54 AC Parcel Total Land Area: 0.54 AC		Total and Value 22 000

Print Date: 08/01/2018 11:38 State Use: 1030 35 17 of WDK Card18 1 of 22 Bldg Name: 16 WDK Sec #: BAS 1 of 1 1,573 75,535 73,962 Unit Cost Undeprec. Value 
 %Cnd
 Apr Value

 50
 1,000

 50
 500
 Bldg #: CONSTRUCTION DETAIL (CONTINUED)
Element | Cd. | Ch. | Description Percentage MAP ID: 041/ 039/ // Description 100 OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B) COST/MARKET VALUATION 79 59,700 75,535 1988 786 MIXED USE Cnd Description Manu Home 
 LDB Units
 Units
 Unit
 Price
 Yr
 Gde
 Dp Rt

 L
 1
 1,980.00
 2008
 0

 L
 120
 9.00
 2008
 0
 Area 1,646 BUILDING SUB-AREA SUMMARY SECTION 35 1,681 Cost to Cure Ovr Misc Imp Ovr Misc Imp Ovr Comment Dep Ovr Comment Functional Obslnc Cost Trend Factor ear Remodeled External Obslnc Remodel Rating Overall % Cond Account # 002325 3,642 Adj. Base Rate: 1,646 1,646 350 Living Area | Gross Area Replace Cost % Complete Dep % Ovr Apprais Val Condition Dep Code Code 1030 Dep % AYB EYB 00 1,646 1,646 Average/Modern Average/Modern Itl. Gross Liv/Lease Area; Asph/F Gls/Cmp CONSTRUCTION DETAIL Description Sub Sub Descript
ABOVE GR RC
SHED FRAME Forced Hot Air lywood Panel Property Location: 7 CANNARD ST Mobile Home Mobile Home 'inyl Siding 4 Bedrooms Gable/Hip Average Carpet None Description Cd. Ch. Deck, Wood First Floor 20 Vision ID: 2204 Slab Total Half Baths Total Xtra Fixtrs Total Bedrooms Interior Wall 1 Interior Wall 2 Exterior Wall 2 Exterior Wall 1 Roof Structure Element nterior Flr 1 nterior Flr 2 Total Bthrms Total Rooms Kitchen Style RoofCover Heat Type Bath Style Occupancy Heat Fuel AC Type Code Code Model Grade Stories SPL4 SHD1 BAS SLB WDK

#### 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 041 Lot 026, together with any improvements thereon, being located at 47 Cannard St, 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 April 19, 2019 at which time all bids will be opened. A decision will be made by the City Council at the council meeting on Wednesday, April 24, 2019 at 6:00pm.

All bids must be submitted in a sealed envelope clearly marked "T.A.P. Bid - Tax Map 041 Lot 026" 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: \$9750	
<u>Improvements</u> Amount of Bid (in U. S. currency)	\$	_
Amount of Deposit (10% or more)	\$	_
above real estate with full knowled	lge of the bid conditions enur y (30) days after the date	ardiner, herein referred to as the City, the merated in Section IV, The City of Gardiner specified above in Section 1, by mail or uccessful.
(Bidder's signature)		(Type or Print Bidder's name)
(Street/Mailing address)		(City/Town/State/Zip)
(Telephone number)		(Date)
Section III – Acceptance by the		Type name & title of official)
(Signature)  (Date of acceptance)		Type name & title of official)
(Date of deceptance)		

- 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.
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- **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.
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- a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitations, permits and approvals heretofor 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 heretofor 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 3 months from the date of the deeds 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 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

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- **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 30 days 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 nor 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.

Property Location: 47 CANNARD ST			MAP ID: 041/ 026/ / /	1119	Bldg Name:		State Use: 1030	030
Vision ID: 2185	Accou	Account # 002305		Bldg #: 1 of 1	Sec #: 1 of	1 Card 1 of 1	Print Date:	Print Date: 08/01/2018 11:37
WATERMAN MECAN I		UTILITIES	STRT./ROAD	LOCATION		CURRENT ASSESSMENT		
WAI EKMAN MEGAN L		1 All Public	1 Paved	3 Rural	Description	Code Appraised Value	Assessed Value	
PO BOX 52	4 Kolling				RESIDNTL RES LAND	1030 43,100 1030 19,400	43,100	3510 GARDINER ME
SOUTH GARDINER, ME 04357 Additional Owners:		SUPPLEA	SUPPLEMENTAL DATA		RESIDNTL	1030 500	200	CAMPINEN, ME
	Other ID:		SEND VALUI					
	TIF CODE USE PROGRAM TG ENROLL YI TG PLAN YR LD #1 TYPE		TAX ACQ PII LISTING AG LIST PRICE SPEC DISTR					ISION
	GIS ID: 041026	ŀ	ASSOC PID#	- 1		Total 63,000	63,000	
WATERMAN MEGAN I	HIP	E		SALE PRICE		PREVIOUS ASSES.		
WATERMAN WILLIAM J WALLACE SEBASTIEN DUNN HEIDI		11080/294 110954/102 6704/262	06/25/2012 U 1 01/12/2012 U 1 01/12/2012 U 1	19,000 11,000 10,500 11,0500	2018 1030 2018 1030	sea value 1r. Code Assessed 43.100.2017 1030 19,400.2017 1030	sed Value Yr. Code 43,100 2016 1030 19,400 2016 1030	Assessed Value 43,
DUNN HEIDI		6704/ 262	0	40,000	2018 1030	500 2017 1030	500 2016 1030	
SNULLANDAS	ONC		1100		Total:	63,000 Total:	63,000 Total:	. 63,000
Year Type Description	2 %	Amount Code	Description	Number	Amount Comm. Int.	This signature acknowledges a visit by a Data Collector or Assessor	s a visit by a Data Co	lector or Assessor
						APPRAISE	APPRAISED VALUE SUMMARY	Y
_	Total:					Appraised Bldg. Value (Card)		43,100
		ASSESSING NEIGHBORHOOD	ОКНООВ			Appraised XF (B) Value (Bldg)	(3)	0
NBHD/SUB NBH 0001/A	NBHD Name	Street Index Name	Tracing	50	Batch	Appraised OB (L) Value (Bldg)		200
		O Labora				Appraised Land Value (Bldg)		19,400
WHITE		NOTES				Special Land Value	1,000	0
HTB ON EXT WDK= NV						Total Appraised Parcel Value		63,000
O CAGOM SUBENECOM 0000/1/L	THE WORLD					Valuation internoa:		U «
"ILLEGO" - NOOF INEEDS WORKEZ4" OC. VENTI	AC, VEINII					Adjustment:		0 0
						Net Total Appraised Parcel Value	alue	63,000
		BUILDING PERMIT RECORD	T RECORD			VISIA	VISTY CHANCE HISTORY	
Permit ID Issue Date Type	Description	Amount	ate	% Comp. Date Comp.	Comments	Date Type	IS ID CA	Purposa/Posmit
						71888	KK C C C 13	Assessor Review Left Notice w/Owner Field Review Measure/2nd Visit Measure/1st Visit
			LAI	VD LINE VALUATION SECTION Acre C. ST.	CTION	Special Buint		
Code	ne D Front Depth	Units	Price Factor S. A.	Disc Factor		Special	SAdy	
1 1030 Manu Home 12		8,712 SF	2.23 1.0000	1.0000 1.00	1.00 Notes	Notes-Adj Spec Use Spec	Spec Calc Fact Adj. Ui	Adi. Unit Price Land Value 2.23 19,400
	Total Card Land Units:	nits: 0.20 AC	Parcel Total Land Area: 0.2 AC	Vrea: 0.2 AC			Total Land Value:	Value: 19,400

Print Date: 08/01/2018 11:37 7 State Use: 1030 fo Card 1 of Bldg Name: Sec #: 1 of 1 Value 60,364 1,157 61,521 Bldg #: %Cnd Apr Value 50 500 CONSTRUCTION DETAIL (CONTINUED)

Element | Cd. | Ch. | December | Percentage Undeprec. MAP ID: 041/ 026/ / / Description OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B) COST/MARKET VALUATION 70 43,100 61,521 1972 1978 Unit Cost MIXED USE Cnd 
 L/B Units
 Unit Price
 Yr
 Gde
 Dp Rt

 L
 120
 9.00
 2008
 0
 Area 1,200 23 Description 1,223 BUILDING SUB-AREA SUMMARY SECTION Cost to Cure Ovr Comment Misc Imp Ovr Misc Imp Ovr Comment Manu Home Dep Ovr Comment Functional Obslnc Cost Trend Factor Cost to Cure Ovr Gross Area 0 1,200 0 225 1,425 Remodel Rating ear Remodeled External Obslnc Overall % Cond Account # 002305 Adj. Base Rate: Replace Cost AYB EYB Apprais Val Dep % Ovr % Complete Condition Dep Code Code 1030 Dep % Living Area 1,200 1,200 Gable/Hip Asph/F Gls/Cmp Ttl. Gross Liv/Lease Area: Average/Modern Average/Modern Sub Descript CONSTRUCTION DETAIL Forced Hot Air Property Location: 47 CANNARD ST Mobile Home Mobile Home 'inyl Siding 3 Bedrooms Drywall Average ergo None Description Sub First Floor Deck, Wood Description SHED FRAME Cd. Vision ID: 2185 Fotal Half Baths Total Xtra Fixtrs Fotal Bedrooms Exterior Wall 2 Exterior Wall 1 Interior Wall 1 Roof Structure Interior Wall 2 Kitchen Style Element Total Bthrms Total Rooms nterior Flr 1 nterior Flr 2 RoofCover Heat Type Bath Style Occupancy Heat Fuel AC Type Code BAS WDK Code SHD1 Stories Model Grade

### 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 022 Lot 073, together with any improvements thereon, being located at 38 Partridge Dr, 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 April 19, 2019 at which time all bids will be opened. A decision will be made by the City Council at the council meeting on Wednesday, April 24, 2019 at 6:00pm.

All bids must be submitted in a sealed envelope clearly marked "*T.A.P. Bid – Tax Map 022 Lot 073*" 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: \$4000
<u>Improvements</u> Amount of Bid (in U. S. currency)	\$
Amount of Deposit (10% or more)	\$
above real estate with full knowle will notify all bidders within thir	purchase from the City of Gardiner, herein referred to as the City, the dge of the bid conditions enumerated in Section IV, The City of Gardiner (y (30) days after the date specified above in Section 1, by mail or whether or not their bid was successful.
(Bidder's signature)	(Type or Dript Biddows pages)
(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)	

- 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 heretofor 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 heretofor 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 3 months from the date of the deeds 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 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

- 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 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 REFLECTAS 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 REPRESNITATIONS 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 30 days 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 nor 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.

Code   Appraised Failur   Assessed Failur   As	Property Location: 38 PARTRIDGE DR Vision ID: 854		Account # 000924	MAP ID: 022/ 073/ // BI	// Bldg#: 1 of 1	Bldg Name: Sec #: 1 of	1 Card 1 of 1	State Use: 903V Print Date: 08/01	State Use: 903V Print Date: 08/01/2018 08:44
	CURRENT OWNER	TOPO.	UTILITIES	40	LOCATION		CHIPPENT ACCECCACNIT		
Figure   Part   Part	GARDINER CITY OF	Level				Description	Code Appraised Value	Assessed Value	
Control   Cont		Rolling 1				EXM LAND		32,100	3510
THE CODE   THE CONTROL   THE									GARDINER, ME
The Cobe is seed to be compared by the compa			SUPPLEM	ENTAL DATA					
TRACORE   TRACOP		Other ID:		SEND VALUI					
TECROLLY   TECROLLY		FIF CODE		TAX ACQ PII PIP					
Delitype   ASSOC Part   Assoc		FG ENROLL YI		LIST PRICE					NOISIN
ASSESSIVE NEIGHBORNOON		LD#1 TYPE		SPEC DISTR					A TOTOTA
SSTIP   BK-VOLPAGE   SALE BALE   W.   SALE PRICE   W.   SALE   W.   SALE PRICE   W.   SALE   W.   SALE PRICE   W.   W.   SALE PRICE   W.   W.   W.   W.   W.   W.   W.   W	9	IS ID: 022073		ASSOC PID#				32,100	
15248   64   0107013   1   1   2   4   6   6   6   6   6   6   6   6   6	RECORD OF OWNERSHIL			LE DATE q'u v/i	V.C.		PREVIOUS ASSESSME	NTS (HISTORY)	
10687  67   122432010   1 V	ADAMS LINDA				<u> </u>	Code	Yr. Code	Value Yr.	Assessed Vo
Tripe	CITY OF GARDINER COOMBS DEVELOPMENT LLC COOMBS DEVELOPMENT LLC		10687/ 67 10687/ 67 8917/ 95	222	Z I I I	0506		32,100 2016 13	
Tris signature acknowledges a visit by a Data Collector or Assatzant   Comm. Int.						Total:			
Type   Description		S/		отне	R ASSESSMENTS		This signature acknowledge	s a visit by a Data	Collector or Assessor
APPRAISED VALUE SUMMARY   APPRAISED VALUE SUMMARY	Type			Description	Number Am			·	
Appraised Bldg, Value (Card)   Appraised SIGE   Appraised Bldg   Apprais							APPRAISE	D VALUE SUMMA	4RY
Appraised XF (B) Value (B dg)		Total					Appraised Bldg. Value (Card)		0
NBHD Name   Street Index Name   Tracing   Batch   Appraised OB (L) Value (Bldg)   Appraised Land Value (Bldg)   Appraised Parcel Value   Ap			SESSING NEIGHBO	RHOOD			Appraised XF (B) Value (Bldg	(2)	0
NOTES   NOTES   NOTES   Special Land Value   Spec		Vame	Street Index Name	Tracing		Batch	Appraised OB (L) Value (Blde		•
NOTES	0001/A						Appraised I and Value (RIdg)	20	32 100
Total Appraised Parcel Value			NOTES				Special Land Value		32,100
Total Appraised Parcel Value	ROAD/SEWER PRIVATE/ NOT YET ACC	EPTED BY					Special Land value		0
Exemptions   Pagination Method: Exemptions   Exemptions	CITY						Total Appraised Parcel Value		32,100
State Date   Type   Description   Amount   Insp. Date   % Comp.   Date Comp.   Comments   O7/10/12017   CPL   43 Assessor Review   O7/16/2007   RS   99 Vacant Land   CR   CR   CR   CR   CR   CR   CR   C							Valuation Method:		C
Some Date   Type   Description   Amount   Insp. Date   % Comp.   Comments   Orthogonal   Comments   Orthogonal   Comment   Comments   Orthogonal   Comment   Comment							Exemptions		0
Issue Date   Type   Description   Amount   Insp. Date   % Comp.   Date Comp.   Comments   Date   Type   IST/CHANGE HISTORY							Adjustment:		0
State Date   Type   Description   Amount   Insp. Date   % Comp.   Comments   Date   Type   Ispe   Isp   Isp   Cd   Assessment   Amount   Insp. Date   % Comp.   Comments   Date   Type   Isp   Isp   Cd   Assessment   Assessmen							Net Total Appraised Parcel V	Value	32,100
Issue Date         Type         Description         Amount         Insp. Date         % Comp.         Comments         Date         Type         IS         ID         CAI         43         Assess           07/01/2012         07/01/2012         CL         43         Assess           01/30/2008         RT         12         Field Fi			SUILDING PERMIT				/LISI/	CHANGE HISTO	AV
CL 43 Assess CL 43 Assess RT 12 Field F RS 99 Vacan	Issue Date Type	Description	Amount	H	Date Comp.	omments	Type	IS ID Cd.	
RY CL 25 25 25 25 25 25 25 25 25 25 25 25 25							-	13	Control Design
							07/1/2012 07/16/2007 07/16/2007	99 27 26 26 26 26 26 26 26 26 26 26 26 26 26	ssessor Review seessor Review ield Review acant Land
00)	Zone	Front	[ Juits	I. Factor	C. ST. Factor Idx		Special P	S Adj	
Code Description 7 Acre D. Example 17.1.1. Price Pricing Special Pricing	903V GARDINER MDI -00 13	I LORE	24 949 CE	121 1 1000	י מכינון זמץ		Spec Use	Calc Fact	Land
Code Description Zone D Front Depth Units Price Factor S.A. Disc Factor Idx Adj. Notes-Adj Spec Use Spec Calc Fact Adj. Unit Price Land					1.00 20	1.25		00.	1.80 32,100
Code         Description         Zone D         Front Depth         Units         Price         Factor SA, Disc         Factor Idx         Adj. Unit Price           903V GARDINER MDL-00         13         34.848         SF         1.31         1.11000         6         1.0000         1.00         20         1.25         Notes-Adj         Spec Clsc         Spec Clsc         Adj. Unit Price           903V GARDINER MDL-00         13         1.31         1.11000         6         1.0000         1.00         20         1.25         1.25         1.80         1.80									
Code   Description   Zone   D   Front   Depth   Units   Price   Factor S.A.   Disc   Factor   Factor   Adj.   Notes-Adj   Spec Calc   Factor   Spec Calc   Factor   Adj.   Unit Price   Land   Spec Calc   Price   Land   Spec Calc   Price   Land   Spec Calc   Land   Spec Calc   Land   Land	Tot	tal Card Land Ur	nits: 0.80 AC	Parcel Total Land A	rea: 0.8 AC			Total La	and Value: 32,100
Code   Description   Zone   D   Front   Depth   Units   Price   Factor   S.4.   Adj.   Notes-Adj   Spec Calc   Factor   Adj.   Unit Price   Land   Land Vialue:   Land Vi									
Code   Description   Zone   D   Front   Depth   Units   Price   Factor   S.A.   Disc   Factor   Idx   Adj   Notes-Adj   Spec Use   Spec Calc   Fact   Factor   Idx   Adj   Notes-Adj   Spec Use   Spec Calc   Fact   Interview   Spec Calc   Fact   Interview   Spec Calc   Fact   Interview   Inter									

	Cd. Ch. Description	CONSTRUCTION DETAIL (CONTINUED)  Element Cd. Ch. Description	
Model 00			
		Code Description Percentage 903V GARDINER MDL-00 100	
		COST/MARKET VALUATION Adj. Base Rate:	
		Replace Cost 0 AYB AYB EYB 0 Dep Code Remodel Rating Year Remodeled Dep % Functional Obsinc	
		External Obsinc Cost Trend Factor Condition % Complete Overall % Cond Apprais Val Dep % Ovr Dep Ovr Comment	
OR-OUTBUILDING & Y	VARD ITEMS(I)	Misc Imp Ort  Misc Imp Ovt Comment  Cost to Cure Ovr  Cost to Cure Ovr Comment  OR-OUTBUILDING & YARD ITEMS(I) / XE RIIII DING EXTRA EFATURES(IP)	
Code Description Sub Sub Descript	script LB Units Unit Price	Unit Price Yr Gde Dp Rt Cnd %Cnd Apr Value	
BUILD Code Description	DING SUB-AREA	BUILDING SUB-AREA SUMMARY SECTION  on I iving dreat Gross 4roat Eff 4roat Trial-cont Tri	No Photo On Record
	ra de des		
Til Gross Liv/I once Aron.			

#### 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 010 Lot 010 B, together with any improvements thereon, being located at 0 Harley Rd, 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 April 19, 2019 at which time all bids will be opened. A decision will be made by the City Council at the council meeting on Wednesday, April 24, 2019 at 6:00pm.

All bids must be submitted in a sealed envelope clearly marked "T.A.P. Bid - Tax Map 010 Lot 010 B" 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: \$3500
<u>Improvements</u> Amount of Bid (in U. S. currency)	\$
Amount of Deposit (10% or more)	\$
above real estate with full knowled will notify all bidders within thirt	ourchase from the City of Gardiner, herein referred to as the City, t ge of the bid conditions enumerated in Section IV, The City of Gardin ( (30) days after the date specified above in Section 1, by mail 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)	

- 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 heretofor 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 heretofor 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 3 months from the date of the deeds 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 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

- 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 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 REFLECTAS 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 30 days 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 nor 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.

BECKWITH WALTER ISLES PERSON I 6 WATER ST ORONO, ME 04473	TOPO. UTILITIES STRT./ROAD LOCATION	CHIPPENT ACCECCIATION
WAIEKSI RONO, ME 04473		Code Appraised Value Assessed Value
CONO, ME 044/3		1300 22,800 22,800 3510 3510 GARDINER, ME
	100664 RAN. L.YI	
TG PLAN YR LD #1 TYPE	a .	
GISID: U10010B	20 T 40 X 074 744	Total 22,800 22,800
KECOKD OF OWNEKSHIP BECKWITH WALTER ISLES PERSON IN POSSESSI	BK-VOLPAGE SALE DATE q/u v/i SALE PRICE V.C.   11713/ 108   06/13/2014 U V   0 1A   77.   Code   2018   1300	PREVIOUS ASSESSMENTS (HISTORY)   Assessed Value   1r.   Code   Assessed Value   22.800   2017   1300   22.800   2016   1300   22.800   2016   22.800   22.
	Total:	22.800 Totril 23.800 Total. 23.800
Year Type Description	Amount Code Description Number Amount Comm. Int.	This signature acknowledges a visit by a Data Collector or Asse
		APPRAISED VALUE SUMMARY
Total:		Appraised Bldg. Value (Card)
	ASSESSING NEIGHBORHOOD	Appraised XF (B) Value (Bldg)
NBHD/SUB NBHD Name 0001/A	Street Index Name Tracing Batch	(S
	NOTES	Appraised Land Value (Bldg) 22,800
		Special Land Value
		Total Appraised Parcel Value 22,800 Valuation Method:
		Exemptions
		Adjustment:
		Net Total Appraised Parcel Value 22,800
7	BUILDING PERMIT RECORD	VISIT/ CHANGE HISTORY
Permit ID Issue Date Type Description	n Amount Insp. Date % Comp. Date Comp. Comments	Date Type IS ID Cd. Purpose/Result
	1 AND TINE VATUATION SECTION	
	Unit	Special Pricing S Adj
RES ACLNDV 11	Frice Factor S.A. Disc Factor Idx Adj.	Notes-Adj Spec Use Spec Calc Fact Adj. Unit Price Land Value
1300 RES ACLNDV	43.560 SF 0.56 1.0000 5 1.0000 0.50 0.00 ACCESS 10.24 AC 2.250.00 1.0000 0 0.9200 0.50 0.00 ACCESS	1.00 0.28
Total Card Land Units:	and Units: 11.24 AC Parcel Total Land Area: 11.24 AC	Total Land Value: 22.800

Element Cd. Ch. Description  Model 00	Flomant	
	n Element Ca. Ch. Description	
	Code Description Percentage 1300 RES ACLNDV 100	
	Adj. Base Rate: 0.00	
	Replace Cost 0  AYB  EYB  Dep Code  Remodel Rating  Year Remodeled  Dep %  Functional Obslnc  External Obslnc  Cost Trend Factor  Coording	
	% Complete Overall % Cond Apprais Val Dep % Ovr Dep % Ovr Misc Imp Ovr Misc Imp Ovr Cost to Cure Ovr	
OB-OUTBUILDING & YARD IT  Code Description Sub Sub Descript   Lib	OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)  Description Sub Descript L/B Units Unit Price Yr Gde Dp Rt Cnd %Cnd Apr Value	
		No Photo On Record
Code Description Lin	BUILDING SUB-AREA SUMMARY SECTION  On Living Area Gross Area Eff. Area Unit Cost Undeprec. Value	
Ttl. Gross Liv/Lease Area:	0 0 0	