



GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET



Meeting Date	04/10/2019	Department	Tax Collector
Agenda Item	4.10 Review of tax acquired properties that are being proposed to be sent out to bid		
Est. Cost	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 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 Clerk Use Only

1st Reading _____

Advertised _____

EFFECTIVE DATE

2nd 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 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) \$ _____

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 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

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) 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) 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 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 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 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 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.

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	20		Mobile Home				
Model	02		Mobile Home				
Grade	03		Average				
Stories	1						
Occupancy	1						
Exterior Wall 1	25		Vinyl Siding				
Exterior Wall 2							
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asph/F Gl's/Cmp				
Interior Wall 1	04		Plywood Panel				
Interior Wall 2							
Interior Flr 1	14		Carpet				
Interior Flr 2							
Heat Fuel	02		Oil				
Heat Type	04		Forced Hot Air				
AC Type	01		None				
Total Bedrooms	04		4 Bedrooms				
Total Bthrms	2						
Total Half Baths	0						
Total Xtra Fixtrs							
Total Rooms	6						
Bath Style	02		Average/Modern				
Kitchen Style	02		Average/Modern				

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 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

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

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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 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

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) 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) 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 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 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.

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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.

CURRENT OWNER WATERMAN MEGAN L PO BOX 52 SOUTH GARDINER, ME 04357 Additional Owners:		TOPO. 2 Above Street 4 Rolling		UTILITIES 1 All Public		STRT./ROAD 1 Paved		LOCATION 3 Rural		CURRENT ASSESSMENT Code Description 1030 RESIDENTL 1030 RES LAND 1030 RESIDENTL		Assessed Value 43,100 19,400 500		Assessed Value 43,100 19,400 500		3510 GARDINER, ME					
SUPPLEMENTAL DATA Other ID: TIF CODE USE PROGRAM TG ENROLL Y1 TG PLAN YR LD #1 TYPE GIS ID: 041026										ASSOC PID#		Total 63,000		63,000		VISION					
RECORD OF OWNERSHIP WATERMAN MEGAN L WATERMAN WILLIAM J WALLACE SEBASTIEN DUNN HEIDI DUNN HEIDI										BK-VOL/PAGE 11890/318 11080/294 10954/102 6704/262 6704/262		SALE DATE 12/26/2014 06/25/2012 01/12/2012 08/17/2007 11/16/2001		SALE PRICE 0 1A 19,000 1L 10,500 1L 0 1S 40,000 00		V.C. 0 1A 19,000 1L 10,500 1L 0 1S 40,000 00		PREVIOUS ASSESSMENTS (HISTORY) Yr. Code Assessed Value Yr. Code Assessed Value 43,100 2017 1030 43,100 2016 1030 43,100 19,400 2017 1030 19,400 2016 1030 19,400 500 2017 1030 500 2016 1030 500		Total: 63,000 63,000 63,000	
EXEMPTIONS Year Type Description										OTHER ASSESSMENTS Code Description Number Amount Comm. Int.		Total: 63,000 63,000 63,000		This signature acknowledges a visit by a Data Collector or Assessor		APPRAISED VALUE SUMMARY Appraised Bldg. Value (Card) Appraised XF (B) Value (Bldg) Appraised OB (L) Value (Bldg) Appraised Land Value (Bldg) Special Land Value Total Appraised Parcel Value Valuation Method: Exemptions Adjustment: Net Total Appraised Parcel Value		63,000			
ASSESSING NEIGHBORHOOD NBHD / SUB 0001/A										Street Index Name		Tracing		Batch		NOTES WHITE HTB ON EXT WDK= NV 7/1/2009- ROOF NEEDS WORK/24" OC/ VENTI NG					
BUILDING PERMIT RECORD Permit ID Issue Date Type Description Amount Insp. Date % Comp. Date Comp. Comments										VISIT/ CHANGE HISTORY Date Type IS ID Cd. Purpose/Result 07/01/2009 CL 43 Assessor Review 06/17/2009 CL 17 Left Notice w/Owner 01/30/2008 KL 12 Field Review 09/18/2007 PP 02 Measure/2nd Visit 09/18/2007 PP 01 Measure/1st Visit											
LAND LINE VALUATION SECTION B Use Code Use Zone D Front Depth Units Units Price Unit Price 1 1030 Manu Home 12 8.712 SF 2.23 1.0000 5 1.0000 1.00 30 1.00										Special Pricing Spec Use Spec Calc S. Adj Fact 1.00 2.23 19,400										Total Land Value: 19,400	

CONSTRUCTION DETAIL						CONSTRUCTION DETAIL (CONTINUED)					
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	20		Mobile Home								
Model	02		Mobile Home								
Grade	03		Average								
Stories	1										
Occupancy	1										
Exterior Wall 1	25		Vinyl Siding								
Exterior Wall 2											
Roof Structure	03		Gable/Hip								
Roof Cover	03		Asph/F Gls/Cmp								
Interior Wall 1	05		Drywall								
Interior Wall 2											
Interior Flr 1	08		Pergo								
Interior Flr 2											
Heat Fuel	02		Oil								
Heat Type	04		Forced Hot Air								
AC Type	01		None								
Total Bedrooms	03		3 Bedrooms								
Total Bthrms	2										
Total Half Baths											
Total Xtra Fixtrs											
Total Rooms	6										
Bath Style	02		Average/Modern								
Kitchen Style	02		Average/Modern								
							OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)				
Code	Description	Sub	Sub Descript	L/B Units	Unit Price	Yr	Gde	Dp Rr	Cnd	%Cnd	Apr Value
SHD1	SHED FRAME			L 120	9.00	2008		0		50	500
							BUILDING SUB-AREA SUMMARY SECTION				
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprc. Value					
BAS	First Floor	1,200	1,200	1,200	1,200	60,364					
WDK	Deck, Wood	0	225	23		1,157					
Ttl. Gross Liv/Lease Area:		1,200	1,425	1,223		61,521					

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 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.

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Section II – Bid

MINIMUM BID: \$4000

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

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Section IV – Conditions of Bid

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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

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) 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) 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 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 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 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 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.

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd.	Ch.	Element	Cd.	Ch.
Model	00				
		MIXED USE			
		Code	Description	Percentage	
		903V	GARDINER MDL-00	100	
		COST/MARKET VALUATION			
		Adj. Base Rate:			
		0.00			
		Replace Cost			
		AYB			
		EYB			
Dep Code					
Remodel Rating					
Year Remodeled					
Dep %					
Functional Obslnc					
External Obslnc					
Cost Trend Factor					
Condition					
% Complete					
Overall % Cond					
Apprais Val					
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)					
Code	Description	Sub	Sub Description	L/B Units	Unit Price
				Yr	Gde
				Dp Rt	Cnd
				%Cnd	Apr Value
BUILDING SUB-AREA SUMMARY SECTION					
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost
					Undeprc. Value
Ttl. Gross Liv/Lease Area:					
		0	0	0	0

No Photo On Record

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 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

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 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.
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[illegible]

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd.	Ch.	Element	Cd.	Ch.
Model	00				
			MIXED USE		
			Code	Description	Percentage
			1300	RES ACLNDV	100
			COST/MARKET VALUATION		
			Adj. Base Rate:		
			0.00		
			Replace Cost		
			AYB		
			EYB		
			Dep Code		
			Remodel Rating		
			Year Remodeled		
			Dep %		
			Functional Obslnc		
			External Obslnc		
			Cost Trend Factor		
			Condition		
			% Complete		
			Overall % Cond		
			Apprais Val		
			Dep % Ovr		
			Dep Ovr Comment		
			Misc Imp Ovr		
			Misc Imp Ovr Comment		
			Cost to Cure Ovr		
			Cost to Cure Ovr Comment		
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)					
Code	Description	Sub	Sub Description	L/B Units	Unit Price
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				Dp Rt	Cnd
				%Cnd	Apr Value
BUILDING SUB-AREA SUMMARY SECTION					
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost
					Undeprec. Value
Ttl. Gross Liv/Lense Area:					
		0	0	0	0

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