

REQUEST FOR BIDS
SALE OF TAX-ACQUIRED PROPERTY, BRIDGTON, MAINE

The Town of Bridgton is accepting sealed bids for the purchase of the Town's interest in the following tax-acquired property:

461 Portland Road, Bridgton, Maine (Tax Map 5, Lot 87), formerly known as The First and Last Motel

Minimum bid: \$100,000.00

Required Deposit: \$25,000.00

Special Conditions: The successful bidder will be required to demolish and remove from the property the former motel building, on the terms and conditions set forth in the Purchase and Sale Agreement.

General Conditions

1. Bidders are required to submit:
 - a) This signed form, including the bidder's name, mailing address, email address, and phone number at the bottom;
 - b) A completed and signed original **Purchase and Sale Agreement**, the form of which is enclosed with this bid package, with a **purchase price** filled in (minimum bid is \$100,000.00); and
 - c) A deposit in the form of a **certified check or money order** in an amount of **\$25,000.00**. Personal checks will not be accepted. The successful bidder's deposit will be credited against the purchase price. The successful bidder will be responsible for the cost of recording the deed and paying its share of transfer tax owed on the transaction, in accordance with Maine law.
2. The Town of Bridgton acquired this property through tax lien foreclosure and will convey whatever interest it has in the property. The property will be sold as-is, where-is, by Municipal Quitclaim Deed, with no warranties or guarantees of any kind, including without limitation as to title, environmental, or permitting. It is each bidder's responsibility to perform its own due diligence.
3. Closing must occur within **ten (10) days** of the date the successful bidder receives notice from the Town of the bid acceptance.
4. **The successful bidder will be required to demolish and remove the former motel building from the property, in accordance with the specific terms and conditions set forth in the Purchase and Sale Agreement.**
5. Deposits will be returned to unsuccessful bidders within twenty one (21) days of the date the successful bidder is announced.

6. In the event that a successful bidder fails to timely complete the purchase, for any reason, the Town may terminate the Purchase and Sale Agreement and retain the bid deposit. The Board of Selectmen may thereafter negotiate a sale of the property with any or all unsuccessful bidders.
7. The municipal officers reserve the right to reject any and all bids.
8. Bids that do not conform to these conditions will be rejected. Late or incomplete bids will not be opened or considered. No emailed or faxed bids shall be accepted.

Process/Timeline

This Request for Bids will be posted on the Town website, and the Town will advertise the fact of this bid request in the local newspaper.

A **site visit** will be conducted on **Monday, January 6th, 2020 at 10:00 a.m.** All bidders wishing to visit and inspect the premises should be present at the premises at that time.

All bids must be received no later than Friday, January 31st, 2020 at 2:00p.m. in the municipal clerk’s office: Bridgton Municipal Complex, 3 Chase St., Suite 1, Bridgton, Maine, 04009

Each bid must be received in writing and in a sealed envelope marked “**Tax-Acquired Property Bid – Tax Map 5, Lot 87**” on the outside, including this completed form, the completed Purchase and Sale Agreement, and the deposit.

Bids will be opened and reviewed by the Selectmen at the municipal office on **Friday, January 31st, 2020 at 2:00 p.m.**

TO BE COMPLETED BY BIDDERS:

I have read and understood the conditions of my bid:

Signature _____

Date: _____

Printed name: _____

Address: _____

Telephone number: _____

Email address: _____

Bid amount: \$ _____

**PURCHASE AND SALE AGREEMENT
FOR PURCHASE OF TAX-ACQUIRED PROPERTY**

THIS AGREEMENT (“Agreement”) is by and between the Town of Bridgton, a Maine body corporate and politic having a mailing address of 3 Chase St., Suite 1, Bridgton, Maine 04009 (“Seller”) and _____, with a mailing address of _____ (“Buyer”).

WHEREAS, Seller has acquired, by property tax lien foreclosure, an interest in certain real property located at 461 Portland Road, Bridgton, Cumberland County, Maine, being Tax Map 5, Lot 87 (the “Premises”); and

WHEREAS, the Board of Selectmen have determined that the Premises shall be offered for sale by public sealed bid, in accordance with applicable municipal ordinances and policies and the applicable bidding terms (collectively, the “Bidding Terms”); and

WHEREAS, this Agreement represents the Buyer’s bid for the Premises and the Seller shall have the right to reject this offer, or to accept it by execution and delivery hereof, all in accordance with the Bidding Terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreement.** Subject to the terms and conditions hereof, Seller agrees to convey to Buyer, and Buyer agrees to acquire from Seller, all of Seller’s right, title and interest in and to the Premises, in accordance with the terms of this Agreement. The Premises shall be conveyed together with all improvements, fixtures, and personal property located thereon as of the date of this Agreement.

2. **Purchase Price.** The purchase price for the Premises shall be _____ Dollars (\$_____.00) (the “Purchase Price”), which amount is no less than the minimum required bid of \$100,000.00, payable as follows:

- (a) **The entire Purchase Price**, subject to the credits and prorations set forth herein, shall be paid to the Seller by wire transfer or certified bank check at the Closing; and
- (b) In addition, **Twenty-Five Thousand Dollars (\$25,000.00)** has been paid as a deposit (the “Deposit”) to Seller, which Deposit is to be held in a non-interest bearing account. Upon execution of this Agreement, the deposit will be held in escrow by the Seller, to ensure removal of the existing building discussed further in paragraph 4, below; and

3. **Closing.** The closing on the transfer of the Premises from Seller to Buyer, and payment of the Purchase Price, shall occur on the **tenth (10th) day** following the date of execution of this Agreement by Seller (said date of execution of this Agreement by Seller being hereinafter referred to as the “Effective Date of this Agreement”), to be conducted at 10:00 a.m. at the offices of Buyer’s attorney, Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, Maine 04101 (the “Closing”), or such other time and place as may be otherwise agreed to by Seller and Buyer. Buyer shall be responsible for paying its portion of Maine transfer tax owed on the purchase of the Premises.

4. **Removal of Existing Building (Former Motel).** As additional consideration for the Premises, and as a material inducement to the execution and delivery of this Agreement by the Seller, Buyer agrees that within one hundred eighty (180) days of the Closing, Buyer will demolish and completely remove from the Premises the former motel building currently located on the Premises, and all materials and debris relating thereto (the “Building Removal”). The Building Removal shall include removal of the foundation and filling to ensure safe, level ground unless the parties agree in writing otherwise. The Buyer shall be solely responsible for any and all costs, expenses, permits, and approvals required in connection with the Building Removal. At the Closing, the Buyer agrees to execute a post-closing agreement providing that in the event the Buyer defaults in its obligation to timely complete the Building Removal the Seller may employ all legal and equitable remedies, including reasonable attorney’s fees and costs. The obligations set forth in this Section 4 shall survive the Closing. Upon adequate completion of building removal, the Seller shall refund the Deposit to the Buyer; adequate removal of the existing building, material, and debris will be determined by the Town Manager, in his or her sole and exclusive judgment.

5. **As-is where-is.** Buyer acknowledges that the Premises are being sold, and Buyer shall accept possession of the Premises as of the Closing, “as is, where is, with all faults” with no right of setoff or reduction in the Purchase Price except as otherwise set forth in this Agreement and that Seller, its employees, and agents have made no verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Premises, including without limitation warranties relating to title, fitness, habitability, status of utilities, occupancy or location of property markers. Buyer is responsible for conducting its own title research and other due diligence.

6. **Default.** Should Seller fail to close for any reason other than a Buyer default, Buyer may elect to terminate this Agreement and receive a refund of the Deposit as its sole remedy at law or in equity. Should Buyer fail to fulfill Buyer’s obligations hereunder, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement by notice to Buyer thereof and retention of the Deposit.

7. **Acceptance by Seller.** The parties acknowledge that the Buyer has submitted this Agreement in response to the Seller’s request for public sealed bids for the purchase of tax-acquired property, and that Buyer’s offer may be rejected or accepted. If Buyer’s offer is accepted, Seller shall execute and deliver this Agreement, by email, mail or hand delivery, to the Buyer, no later than _____, 2020, otherwise this offer shall lapse and be of no further force and effect, and the Deposit shall be returned to the Buyer within twenty one (21) days of such date. This Agreement shall not be effective unless and until it has been duly executed and delivered by Seller.

8. **Notices.** Except where expressly stated otherwise, any notice relating in any way to this Agreement shall be in writing and shall be delivered to the other party by (a) registered or certified mail, return receipt requested, (b) overnight by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefor, addressed to the parties as follows, and such notice shall be deemed delivered the business day when delivered. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed below.

To Seller: Town of Bridgton
 Attn: Bob Peabody, Town Manager
 3 Chase St. Suite 1
 Bridgton, ME 04009
 Email: rpeabody@bridgtonmaine.org
 (207) 647-8786

To Buyer: Name: _____
 Address: _____

 Email: _____
 Phone number: _____

9. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but which together shall constitute one and the same instrument. Signatures delivered by fax or email shall be as effective as an original.

10. **Days.** Except as expressly set forth otherwise herein, the term “days” used herein shall mean calendar days, provided however, that if the date for performance of any action under this Agreement shall fall on a weekend or a holiday on which banks in the state of Maine are closed, such deadline shall be the next business day thereafter.

11. **Disclosures.** Buyer acknowledges receipt of the following disclosures, if any:
_____ n/a _____.

12. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Headings are for convenience of reference only and have no independent legal significance. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, and any exhibits referenced herein, which alone fully and completely express their entire agreement. It is expressly understood and agreed that time is of the essence with respect to this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BUYER:

_____ Date of Buyer execution: _____, 20__

SELLER:

TOWN OF BRIDGTON

By: _____ Date of Seller execution: _____, 20__

Printed name: _____

Its: _____