

**CITY OF WESTBROOK
Request for Proposals
For the Purchase of Rochester Street Property**

The City of Westbrook, Maine is requesting sealed bids for the purchase of a .19 acre parcel of unimproved land located at Rochester Street in Westbrook (a portion of Tax Map 40, Lot 207). Each bid must be in writing and be received in a sealed envelope marked "Rochester Street Property Bid Sale" on the outside of the envelope. Completed bid forms should be mailed or hand delivered to:

City of Westbrook
William D. Baker
Office of the Assistant City Administrator
2 York Street
Westbrook, ME 04092

All bids are due **no later than November 19th, 2012 at 3:30 p.m.** Any bid received after the scheduled opening time shall not be considered. Bid Forms furnished by the City of Westbrook or copies thereof shall be used, and strict compliance with the requirements of this Request for Proposals is necessary. The bid must be signed by the Bidder with his/her/its full name and address and enclosed in a sealed envelope together with the bid deposit.

The City of Westbrook intends to award the contract to the Bidder who presents the bid that, all factors considered, is in the City's best interest. The City of Westbrook reserves the right to accept or reject any or all bids should it be deemed, in the judgment of the Mayor, to be in the best interest of the City of Westbrook to do so. In addition, the City of Westbrook reserves the right to negotiate with any bidder or proposer.

General Requirements of the Bid

1. Each Bidder is required to state in his/her/its Bid: the Bidder's name and address, place of business and the names of persons or parties interested as principals with his/her/it; that the Bid is made without any connection with any other Bidder making any bid for the same property; and that no person acting for or employed by the City of Westbrook is directly or indirectly interested in the Bid or any agreement that may be entered into to which the Bid relates.

2. The minimum bid is **35,000** dollars and no cents.

3. All Bidders must provide a bid deposit equal to 10% of the Purchase Price amount of the bid in the form of a certified check or money order made payable to the City of Westbrook. Bid deposits will be credited to the Bidder at the closing on the Property. In the event the successful bidder fails, for any reason, to complete the purchase in the time stated, the bid acceptance shall be void and the successful bidder's bid deposit shall be forfeited to the City of Westbrook as liquidated damages. Bid deposits will be returned to unsuccessful bidders. Any bid that does not contain the proper deposit will be rejected.

4. The successful Bidder shall be required to sign a Purchase and Sale Agreement with the City of Westbrook, a copy of which is attached hereto as Exhibit 1.

5. Each Bidder must visit the Street property and inform him/her/itself of the conditions relating to the area. The City of Westbrook disclaims any and all responsibility for injury to Bidders, their agents or others while examining the site or at any other time. Bidders are responsible for all of their costs in preparing and submitting bids hereunder. Further, the City of Westbrook disclaims any responsibility for the site itself; whether relating to status of the title, access, environmental concerns or otherwise; the property is sold AS IS, WHERE IS.

6. No Bid may be withdrawn within a period of thirty (30) days after the opening of bids. Should a Bidder withdraw his/her/its Bid prior to the signing of a Purchase and Sale Agreement by the successful Bidder and the City of Westbrook, the bidder's bid deposit shall be forfeited to the City of Westbrook.

7. Bids may be held by the City of Westbrook for a period not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing bids and investigating the qualifications of the Bidders prior to the award of a contract.

Date: October 29th, 2012

By; William D. Baker

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the CITY OF WESTBROOK, a municipal corporation existing under the laws of Maine and located in Cumberland County and State of Maine ("SELLER"), and _____, a resident of the Town/City of _____, County of _____, and State of _____ ("BUYER").

WHEREAS, SELLER owns certain real property within the City of Westbrook, which property is more particularly described in Exhibit A attached hereto and incorporated herein (the "PREMISES"); and

WHEREAS, SELLER and BUYER wish to enter into a Purchase and Sale Agreement whereby BUYER may purchase the property owned by SELLER;

NOW, THEREFORE, the parties hereto agree as follows:

1. Purchase Price. SELLER agrees to convey whatever right, title and interest it may have in the PREMISES by quitclaim deed to BUYER, his, her or its heirs, personal representatives, successors or assigns, for the price of _____ Dollars (\$ _____) (the "PURCHASE PRICE"); provided, however, that

- (a) this Agreement shall only be valid if the SELLER receives a copy of this Agreement, executed by BUYER, his, her or its heirs, personal representatives, successors or assigns, on or by _____, 2012, which date is fourteen (14) days after _____, 2012, the date on which SELLER mailed this Agreement to BUYER (the "DATE OF MAILING"); and
- (b) this conveyance and SELLER'S delivery of a quitclaim deed to the PREMISES to BUYER, his, her or its heirs, personal representatives, successors or assigns, are contingent upon BUYER, his, her or its heirs, personal representatives, successors or assigns, tendering to SELLER the PURCHASE PRICE at a closing to be held within thirty (30) days from the DATE OF MAILING.

2. Closing Date. The closing hereunder shall be held at such time and place as is mutually agreed by the parties, but in no event shall the closing occur any later than thirty (30) days from the DATE OF MAILING. Unless otherwise agreed, the closing shall take place at the offices of SELLER. It is mutually agreed that time is of the essence.

3. Failure to Close; Liquidated Damages. In the event that BUYER fails to close as required under the terms of this Agreement, SELLER shall be entitled to retain the bid deposit as liquidated damages for such failure.

4. Costs and Expenses. BUYER shall be responsible for the cost of any survey done on his/her/its behalf and any expenses related to recording of the Deed. SELLER shall be responsible for the cost of preparation of the Deed.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed on the date above stated.

**SELLER
CITY OF WESTBROOK**

WITNESS

Colleen Hilton, Its Mayor

BUYER

WITNESS

By:
Its:

EXHIBIT A to P&S Agreement

Deed Description: City of Westbrook Rochester Street Lot

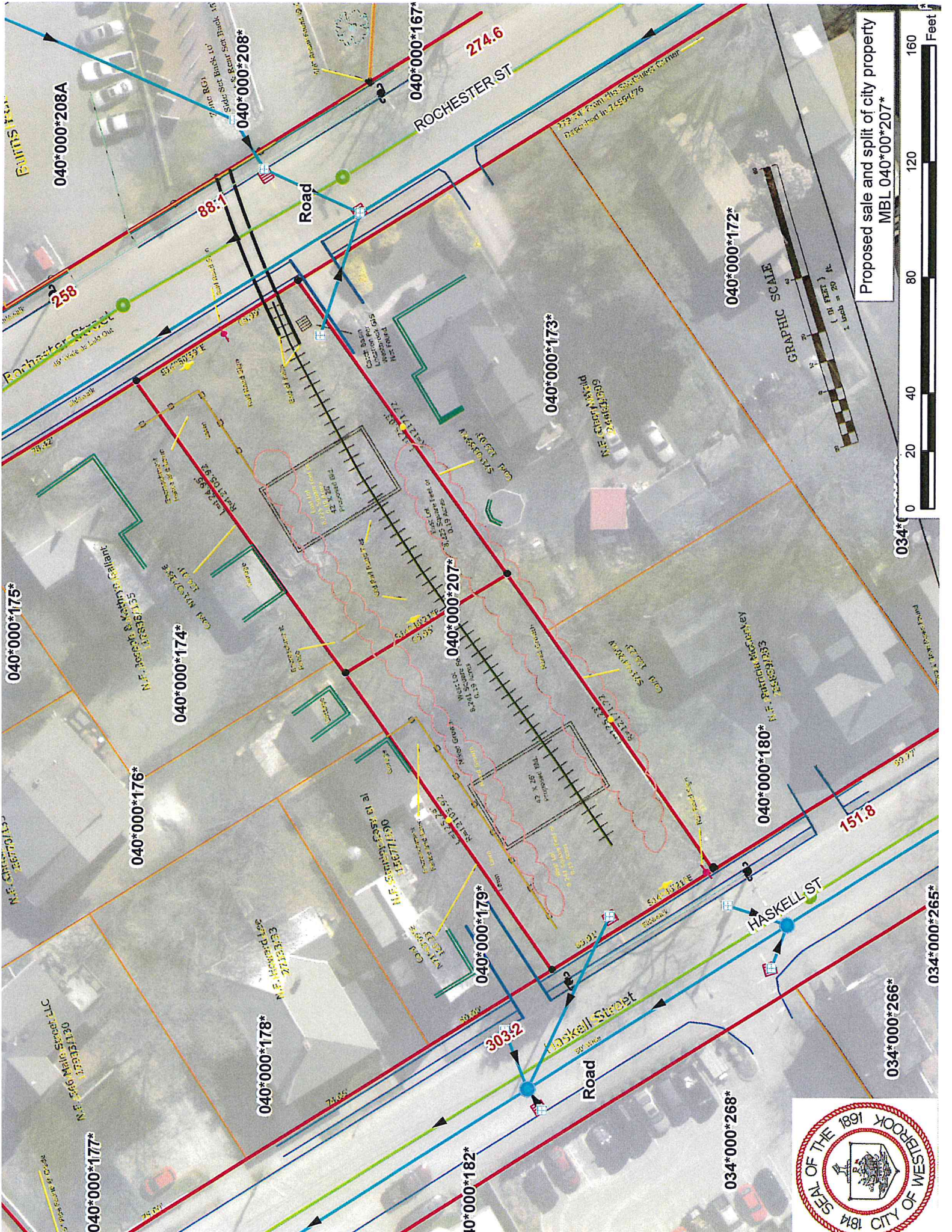
A certain lot or parcel of land located on the west bounds of Rochester Street and north of land of Cheryl Wald described in Book 24403 Page 309 in the City of Westbrook, Cumberland County, and State of Maine and being more particularly described as follows.

Beginning at a 5/8" rebar set with cap on the west bounds of Rochester Street at the southeast corner of land of Joseph and Kathryn Gallant described in Book 12838 Page 135 and also being S14°-50'-59"E two hundred twenty nine and forty two hundredths 229.42' feet along the west bounds of Rochester Street from an iron pipe found at the intersection of the south bounds of Main Street and the west bounds of Rochester Street.

- 1) Thence S14°-50'-59"E sixty five and ninety nine hundredths 65.99' feet along the west bounds of Rochester Street to a 5/8" rebar set on the northeast corner of land of Cheryl Wald described in Book 24403 Page 309.
- 2) Thence westerly on an arc to the right one hundred twenty five and three hundredths 125.03' feet with a radius of twelve thousand one hundred seventy one and seventy two hundredths 12171.72' feet along the north bounds of Wald to a 5/8" rebar set with cap also having a cord being S71°-08'-59"W one hundred twenty five and three hundredths 125.03' feet from the previous corner described.
- 3) Thence N14°-46'-21"E sixty five and ninety five hundredths 65.95' feet along remaining land of grantors to be conveyed to a 5/8" rebar set with cap on the south bounds of Christopher May described in Book 26770 Page 135.
- 4) Thence easterly on an arc to the left one hundred twenty four and ninety five hundredths 124.95' feet with a radius of twelve thousand one hundred five and ninety two hundredths feet 12105.92 feet along the south bounds of May and land of Gallant to the point of beginning.

Containing 8,225 Square Feet or 0.19 Acres and being a portion of the old Portland Rochester Rail Road bed between Rochester Street and Haskell Street being described Book 17396 Page 101 2nd parcel.

Along with all restrictions described with that deed.



Proposed sale and split of city property
 MBL 040*00*207*

