

**Town of Bowdoinham, Maine**  
**Notice of Public Sale of Tax Acquired Property**

**OFFICIAL NOTICE**

Please take notice that the Town of Bowdoinham (hereinafter the “Town”) will conduct a public sale of the following properties located in Bowdoinham, subject to the following sale process and conditions of sale:

Bowdoinham Tax Map	Address	Interests to be Sold
R04, Lot 048-A	1173 Post Road	1.35 acres (land only)

This property was acquired by the Town through the foreclosure of tax liens filed by the Town under 36 M.R.S. sections 942 and 943.

The sale is to be conducted through a sealed bid process according to the following terms and schedule:

1. The Town reserves the right to set a minimum bid for the property in an amount approximately the amount of outstanding taxes, municipal charges, fees, expenses and interest as may be due or as may have been incurred by the Town in connection with its administration of the property and this sale. The Town also reserves the right to set conditions of sale.

The minimum acceptable bid for property subject to this sale is \$2,500.

2. All bids must be submitted on the attached **Bid Response Form** and submitted to the Town of Bowdoinham in a sealed envelope addressed to **“The Town of Bowdoinham, Tax Acquired Property Sale, c/o Town Manager.”**
3. To qualify, all bids must be signed as received by the Town of Bowdoinham at the Town Office 13 School St., Bowdoinham, ME, 04008, **on or before 1:00 PM on March 1, 2019**, with a deposit in the amount of 10% of the total bid amount. The deposit must be in the form of certified funds or a cashier’s check made out to **“The Town of Bowdoinham.”** Personal checks will not be accepted. Bid deposits submitted by the successful bidder shall be applied to the total purchase price paid at closing.
4. Bids must be made in an amount certain, conditional bids will not be accepted.
5. The Town of Bowdoinham, in its sole discretion and right, reserves the right to accept or reject any bid and the right to make or not any award of any bid that the Town, in its sole discretion, determines will be or will not be in the best interests of the Town. Bids will be opened publicly and read by the Town Manager, or his designee, at the Bowdoinham Town Office at 1:00 p.m. on March 1, 2019.

6. Successful bidders must execute a Purchase and Sale Agreement substantially in the form of the attached Purchase and Sale Agreement within 15 days of the Town's acceptance of their bid. If a successful bidder does not timely execute the Purchase and Sale Agreement within 15 days of being awarded the bid the Town shall retain the successful bidder's deposit check.
7. Upon the identification of the successful bidders, other bidders may then elect to withdraw their bids by providing written notice of the withdrawal to the Town. Unsuccessful bidders who elect to withdraw and not continue their bids after the successful bidders have been identified shall receive back their deposit checks. Bids that are not withdrawn according to the procedure shall continue as viable bids that the Town may accept in the event that successful bidders do not timely execute the required Purchase and Sale Agreement within 15 days of the acceptance of their bids.
8. If a successful bidder fails to timely execute the required Purchase and Sale Agreement, the Town may, in its discretion, award a bid to another qualified bidder who has not withdrawn his or her bid. In the event that the Town accepts a bid of another qualified bidder, the remaining unsuccessful bidders may then withdraw or continue their bids according to the terms and requirements of Paragraph 7. New successful bidders shall execute the required Purchase and Sale Agreement within 15 days of the date of being awarded the bid or the Town will retain their deposit check.
9. Upon transfer of properties that are sold, the Town will return all remaining bid checks to unsuccessful bidders by mail to unsuccessful bidders at the address they include on their bid forms.
10. Conveyance of all properties will be by a Municipal Quitclaim Deed. Transfers shall be subject to any and all encumbrances, other liens of record and tenancies or occupancies as of the date of the conveyance.
11. Bidders are strongly encouraged to seek legal assistance concerning matters related to the properties, including but not limited to: title, encumbrances, permitted activities or uses, occupancy or regarding tenants. All properties are offered and sold by the Town on an "as is" basis with no express or implied warranties as to title, condition, acreage or boundaries, encumbrances, environmental matters, suitability or fitness for any purpose.
12. Bid materials may be obtained from the Town Office, 13 School Street, Bowdoinham, ME 04008. Telephone: (207) 666-5531.

**TOWN OF BOWDOINHAM, MAINE**  
**Public Sale of Tax Acquired Property**

**Bid Response Form**

In order to bid in the Town of Bowdoinham, Maine Public Sale of Tax Acquired Property all bidders must timely complete and return this form and conform to all other conditions of the sale.

**Please note that the Town will rely on the information you supply on this form in administering the bid and sale process and awarding the bid. Bid Response forms and deposits must be signed as received by the Town of Bowdoinham on or before 1:00 p.m. on March 1, 2019. Late bids or bids submitted without required deposits will not be accepted.**

1. Parcel or property to be bid on: \_\_\_\_\_
2. Name of Bidder: \_\_\_\_\_  
(Please print your name. If a business name, please also provide the name of a contact person(s).)
3. Bidder's Address: \_\_\_\_\_  
(Please provide your postal address. Note: The Town will use this address for all correspondence related to the bidding, bid process and sale of the property).
4. Daytime Telephone: \_\_\_\_\_ Cell Telephone: \_\_\_\_\_  
(Note the Town will use these numbers for communications related to the bidding, bid process and sale of the property).
5. Bid Amount: \$ \_\_\_\_\_ U. S. Dollars  
(Please include here numerically and written out the full amount of your bid for the property. All bids must be in United States Dollars).
6. Bid Deposit: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ U. S. Dollars  
(To qualify as a bid in the sale, you must return with this form a bid deposit in the amount of 10% of your bid price or \$200, whichever is greater; the funds to be either a bank check or certified funds payable to "The Town of Bowdoinham").
7. Bidder's signature and date: \_\_\_\_\_  
(All bids must be signed and dated by the Bidder or his or her designated agent).

**This form is a legal document and may bind the signer to certain obligations and consequences if accepted by the Town. The Town recommends that all bidders consult with their attorneys to review title, encumbrances, occupancy and other conditions related to the property and the sale which is the subject of this bid before executing and submitting this form.**

**The Town is under no obligation to accept any bid. The Town of Bowdoinham reserves the right to accept or reject any or all bids, further modify the terms of the bid and sale process and to undertake additional measures in regards to the disposition of the properties offered for sale as the Select Board deem to be in the Town's best interests and appropriate under the circumstances. Successful bidders will forfeit their deposit in the event that they fail to timely complete the terms of the sale.**

Note: This agreement is supplied with the bid package for information only.

**AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE**

**AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between \_\_\_\_\_ (“Buyer”) and the Town of Bowdoinham, Maine (“Seller”).

**WITNESS AS FOLLOWS:**

1. **PURCHASE AND SALE.** Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the land and any improvements presently thereon located on \_\_\_\_\_, Bowdoinham, Maine (the “Premises”), as shown on the Official Tax Maps for the Town of Bowdoinham as Map \_\_\_\_\_, Lot \_\_\_\_\_.

2. **PURCHASE PRICE.** Subject to any adjustments and pro-rations hereinafter described, Buyer agrees to pay for the Premises \_\_\_\_\_ dollars (\$\_\_\_\_\_), this sum is comprised of the following:

(a) The sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) as a deposit (the “Deposit”), the receipt whereof is hereby acknowledged by Seller, which Deposit shall be credited towards the purchase price.

(b) The sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall be paid to Seller at the closing by certified funds or bank cashier’s check payable to the Town of Bowdoinham.

3. **TITLE.** Seller makes no representations as to title in the property and shall convey the Premises to Buyer at the closing by statutory short form municipal tax release and quitclaim deed.

4. **CLOSING AND FURTHER OBLIGATIONS OF THE PARTIES.** The closing shall take place at Bowdoinham Town Office (Coombs Municipal Building) on \_\_\_\_\_. Seller further agrees to execute and deliver to Buyer at the closing such other Affidavits and Certificates as may be reasonably necessary for Buyer’s acquisition of the Premises and as are consistent with the statutory short form municipal quitclaim deed.

5. **RISK OF LOSS, DAMAGE AND INSURANCE.** All risk of loss or damage to the Premises before closing is solely upon Purchaser.

6. **POSSESSION OF THE PREMISES.** In the event that the Premises are vacant and not occupied, the Buyer may take possession of the Premises immediately after closing. In the event that the Premises are occupied, Buyer takes the Premises subject to such occupancy at the time of closing and Buyer is solely responsible for evicting any and all occupants and removing any and all personalty in conformance with all applicable laws.

7. **DEFAULT AND REMEDIES.** In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer’s remedies shall be limited to return of Buyer’s deposit. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall have all remedies available at law and equity and shall also retain Buyer’s deposit.

8. BROKERAGE. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction.

9. ADJUSTMENTS, PRO-RATIONS AND CLOSING COSTS.

- (a) The recording of the deed of conveyance and the fee associated therewith is the sole responsibility of the Buyer.
- (b) Maine real estate transfer tax as applicable shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.

10. GENERAL PROVISIONS. This Agreement may be executed in duplicate originals and is to be construed under the laws of Maine. Time is of the essence of this Agreement. This Agreement is binding and inures to the benefit of the parties hereto, their respective heirs, successors and assigns, and may be cancelled, modified, or amended only by a writing executed by the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed as duly given on the date of service of served personally or on the date of mailing if mailed. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: William S. Post  
Town Manager  
Town of Bowdoinham  
13 School St., Bowdoinham, ME 04008  
Telephone: (207) 666-5531

TO BUYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof. The signatories hereto represent and warrant that they are duly authorized to enter this Agreement on behalf of their respective interests and that their signatures below bind the parties to the terms hereunder.

**IN WITNESS WHEREOF**, Seller and Buyer have executed this Agreement as of the date above written.

WITNESS:  
\_\_\_\_\_

**BUYER:**  
\_\_\_\_\_

WITNESS:  
\_\_\_\_\_

**SELLER:**  
**TOWN OF BOWDOINHAM, MAINE**  
By: \_\_\_\_\_  
William S. Post, Town Manager

**MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS**

KNOW ALL PERSONS BY THESE PRESENTS THAT the Inhabitants of the Municipality of Bowdoinham, a body corporate and politic located in Sagadahoc County, State of Maine, for consideration paid, release to \_\_\_\_\_, a certain parcel of land with buildings thereon, if any, located in the Municipality of Bowdoinham, Sagadahoc County, State of Maine, identified as follows:

Real Estate located at \_\_\_\_\_, Bowdoinham, Maine.

Map \_\_\_\_ Lot \_\_\_\_\_ on the Tax Maps of the Municipality of Bowdoinham prepared by GIS Solutions, Cumberland, Maine and dated April 1, 2015 on file in the Office of the Assessors at Bowdoinham, Maine. The Municipality of Bowdoinham has acquired its interest in said parcel of land through automatic foreclosure of a lien dated \_\_\_\_\_ and recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the Sagadahoc County Registry of Deeds.

The Town is conveying hereunder no other interests; and further excepting and reserving from this conveyance, any liens securing payment of property taxes on the premises assessed but not currently due or payable.

The Town of Bowdoinham, Maine has caused this instrument to be signed in its corporate name by its Town Manager/Treasurer, duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESS:**

**TOWN OF BOWDOINHAM, MAINE**

\_\_\_\_\_

By: \_\_\_\_\_

William S. Post  
Town Manager/Treasurer, Bowdoinham, Maine

**STATE OF MAINE**

**COUNTY OF Sagadahoc, ss.**

\_\_\_\_\_, 2019

Then personally appeared the above-named William S. Post, in his capacity as Town Manager/Treasurer of the Town of Bowdoinham, Maine and acknowledged the foregoing instrument to be his free act and deed and in his said capacity for the Town of Bowdoinham.

Before me,

\_\_\_\_\_

Notary Public  
My Commission Expires: