

Invitation, Bid and Acceptance- Sale of Property by the City of Brewer

Section I- Invitation for Bids

Bids are to be prepared on this form and are for the purpose of the sale by quitclaim deed of a property owned by the City of Brewer.

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 City Manager's Office at City Hall, 80 North Main Street, Brewer Maine 04412, until August 27th, 2025 at 2:00pm.** All bids must be submitted in a sealed envelope clearly marked "**Property Bid – Map 32, Lot 32**". 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

Property being bid on - Harlow Street, Tax Map 32 Lot 32

Amount of Bid (in U.S Currency) \$_____

Amount of Deposit (10% or more) \$_____

Please provide a brief description of your anticipated use and/or development of the property:

The undersigned bidder offers to purchase from the City of Brewer, herein referred to as the City, the above real estate with full knowledge of the bid conditions enumerated in Section IV, provided that this proposal is accepted by the City of Brewer within thirty (30) days after the date specified above in the invitation for bids, by notice of such acceptance mailed or otherwise delivered to the undersigned bidder.

(Bidder Signature)

(Type or Print Bidders name)

(Street/Mailing address)

(City/Town/State/Zip)

(Telephone number)

(Date)

(Email Address)

Section III- Acceptance by the City of Brewer

(Signature)

Type name & title of official

(Date of Acceptance)

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Section IV- Conditions of Bid

1. *Bid Deposit.* All bids must be accompanied by a certified cashier's check or postal money order, payable to the City of Brewer, in an amount not less than 10 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 toward the purchase price. Upon the City's acceptance of a bid, or the rejection of all bids, it will return or refund deposits to unsuccessful bidders.
2. *Bid Modification.* Any sealed bid may be modified or withdrawn by written request received by the City prior to the deadline for receiving bids. Negligence of the bidder in preparing the bid confers no right to withdraw the bid after the deadline.
3. *Acceptance or Rejection of Bids.* The City may accept any bid or reject any or all bids and may waive any defects herein, at its option. Acceptance of this bid is not valid until duly signed by an authorized official of the City of Brewer. The City will provide written notice to the successful bidder by email and First-Class U.S. mail.
4. *Payment.* Payment in full shall be required from the successful bidder within thirty (30) calendar days following the date when the City accepts the bid. Should the bidder fail to pay the full balance, the City shall retain the bid deposit and ownership of the property.
5. *Conveyance of Property.* Within thirty (30) days after payment in full of the bid amount, the City will file a quitclaim deed and Real Estate Transfer Tax Declaration (RETTD) with the Penobscot Registry of Deeds. The City shall pay the buyer's portion of transfer tax due from the proceeds of the sale. The City will email the successful bidder a Bill of Sale, without covenants, along with copies of the quitclaim deed and RETTD filed at the Registry.
6. *No Guarantee of Clear Title.* The City makes no representations, warranties, or guarantees regarding the title to this property. Furthermore, the City makes no assurances, warranties, or guarantees, either expressed or implied, of the inhabitability, development, or future use of this property.
7. *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.
8. *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.
9. *Disclosures.* Per code enforcement, this property in it's current state lacks sufficient road frontage for a driveway.