



EXECUTIVE
DEPARTMENT

CITY OF SOUTH PORTLAND

P. O. Box 9422
25 Cottage Road
South Portland, ME 04116-9422

James H. Gailey
City Manager

CITY OF SOUTH PORTLAND

AMENDED Invitation to Bid

SALE OF CITY OWNED PROPERTY

Sealed bids for the sale by the City of South Portland of City Owned Property located at 317 Pine Street as specified below will be received by the City Purchasing Agent, Room 102, City Hall, 25 Cottage Road, South Portland, Maine, 04106 until **2:00 P.M., October 17, 2013**, at which time they will be publicly opened and read aloud. Bids received after that date and time will not be considered.

Bids shall be submitted on the attached form in sealed envelopes plainly marked "Bid #10-14 for Sale of City Owned Property" and shall be addressed to the Purchasing Agent at the above address.

Interested parties may tour the building on September 18, 2013 between 10:00 am and 12:00 noon or on October 8, 2013 between 9:00 am and 11:00 am.

Any questions regarding the sale should be directed to Colleen Selberg, Purchasing Agent, at (207) 767-7608 or via e-mail: cselberg@southportland.org

Roosevelt School

The property is shown on the City's Tax Maps as Map 10, Lot 117. The property is located in the Residential District A and consists of approximately 1.74 acres. It served as the Roosevelt Elementary School for many years and more recently served as a Spurwink School location. More specifics:

Address:	317 Pine Street
Current Zoning*:	Residential A (4 units per acre)
Parcel Size:	1.74 acres
Building Size:	18,366 SF (total)
	1 st Floor 6,122 SF
	2 nd Floor 6,122 SF
	Basement 5,222 SF (Finished) (900 unfinished)

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***City Council is willing to collaborate with successful bidder in rezoning of the property. More below.**

Mechanicals:	Oil Furnace	Air Conditioning (units outside)
	Electricity	Central Air & Heat
	Security System	Three stop elevator
	Natural Gas – In Street	Bathrooms in classrooms

Zoning of Parcel

The South Portland City Council met on May 12, 2013 to discuss the possible rezoning of the parcel to provide greater residential density in order to make it feasible to re-use the property as a multi-family apartment building or condominium. The City Council has instructed staff to develop Zoning Ordinance amendments, in consultation with the successful bidder, that include changes to the existing zoning related to landscaped open space (30% of the lot), parking (based on 1.25 spaces per unit), building height (maximum 40 feet), and site plan review without specifically specifying a residential density. This approach would allow for alternative development concepts to be explored and proposed, without directly applying a limit on the number of residential units on the property. The City Council will consider mixed-use rezoning of the property, allowing for light commercial/medical uses compatible with the residential units and the surrounding neighborhood.

Right, Title & Interest

On March 17, 1927, the City of South Portland acquired the property by warranty deed from F.S. Willard Co. to the City recorded in the Cumberland County Registry of Deeds in Book 1261, Page 223. The property is further described as that certain lot or parcel of land in South Portland, the same being lots numbered two (2), four (4), six (6) and eight (8) on Pine Street and lots numbered (1), three (3) and five (5) on Fifth Street [now Sprague Street], all as shown on a plan of Mussey Farm, so called, in South Portland, said plan recorded in said Registry of Deeds in Plan Book 7, Page 35.

General Requirements of the Bid/Conditions of the Sale:

1. A completed bid sheet, including the bid offered in United States currency, is required for proper submission.
2. Bid Deposit - Each bid must be accompanied by a deposit of 5% of the amount bid. This may be a properly certified check, bank treasurer's check, bank cashier's check, bank money order, postal money order, or cash. Checks or money orders shall be made payable to the **City of South Portland** and will be deposited in its account. Such deposits will be returned to the unsuccessful bidders within a reasonable time after the award is made. The bid deposit of the successful bidder will be retained by the City of South Portland as a deposit toward the purchase price. In the event that a successful bidder fails to execute the purchase and sale agreement within ten (10) days

of the bid award or fails to carry out the terms of his/her proposal, his/her deposit security will be retained by the City of South Portland as an agreed amount of liquidated damages. No bid may be withdrawn after it is deposited with the Purchasing Agent until after the award has been made by the City Council. Return of bid deposits to unsuccessful bidders will not be processed until after the bid award has been made by the City Council.

3. The successful bidder shall be required to sign a Purchase and Sale Agreement with the City of South Portland in substantially the same form as shown on the attached **Exhibit 1**, which exhibit is incorporated herein by reference, within ten (10) days of the bid award.

4. The City shall issue a quitclaim with covenant deed to convey title to the property. It shall be the bidders' responsibility to satisfy themselves regarding the status of title to the property. The property is being sold "AS IS, WHERE IS."

5. The City retains the right to accept any bid, to reject any and all bids submitted, and to waive any formality in any bid which, in the sole discretion of the City Council, appears to best serve the interests of the City and the residents and property owners in proximity of the property. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's Purchasing Ordinance.

Colleen C. Selberg
Purchasing Agent

Mailing address: P.O. Box 9422, South Portland, Maine 04116-9422
Telephone (207) 767-3201 Fax (207) 767-7620

PROPOSAL

(BID SHEET)

The UNDERSIGNED hereby proposes to purchase the following parcel of land from the City of South Portland in accordance with the **Amended** Invitation to Bid dated September 27, 2013 and at the following price:

Property: Roosevelt School Property located at 317 Pine Street (Map 10, Lot 117) and further described in a warranty deed from F.S. Willard Co. to the City dated March 17, 1927 and recorded in the Cumberland County Registry of Deeds in Book 1261, Page 223.

Proposed Use of Property: The undersigned proposes the following re-use and/or re-development of the Property (attach extras sheets if necessary):

Bid Price: \$ _____

Signed: _____
(Individual, Corporation, Firm or Company)

By: _____
(Print Name of Officer, Authorized Individual or Owner)

Title: _____

Mailing
Address: _____

Zip Code: _____ Date: _____

Telephone: _____ Fax: _____

E-Mail: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of any organization making the bid.

Exhibit 1
PURCHASE AND SALE AGREEMENT

This Agreement is entered into this ____ day of _____, 2013, by and between _____, _____ with a mailing address of _____ (hereinafter "Buyer"), and the CITY OF SOUTH PORTLAND, a municipal corporation organized and existing under the laws of the State of Maine with a mailing address of P.O. Box 9422, South Portland, ME 04116 (hereinafter "Seller").

WITNESSETH:

WHEREAS, Seller owns a certain lot or parcel of land, with the building thereon, located at 317 Pine Street in South Portland, County of Cumberland, State of Maine, containing approximately 1.74 acres in size as described in a deed dated March 17, 1927 and recorded in the Cumberland County Registry of Deeds in Book 1261, Page 223 (hereinafter the "Premises"); and

WHEREAS, Seller wishes to sell the Premises, and Buyer desires to purchase the Premises under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. Purchase Price. The purchase price for the Premises is _____ Dollars (\$_____), payable as follows:
 - (a) _____ Dollars (\$_____) (the "Deposit") [5% of Bid], the receipt whereof is hereby acknowledged by Seller; and
 - (b) _____ Dollars (\$_____), at Closing in cash or by certified or bank cashier's check written on a local bank and payable to Seller upon delivery of the deed, conveying the Premises.
2. Deed. Seller shall convey the Premises by Quitclaim With Covenant Deed.

3. Closing Date; Condition Precedent. The Closing shall take place on or before June 30, 2014, unless otherwise agreed upon in writing by the parties. Buyer's obligation to close is extended to such date as Buyer informs Seller it has obtained all necessary land use approvals if such approvals have not been obtained by the closing date. Unless otherwise agreed, the Closing shall take place at the offices of Seller. It is mutually agreed that time is of the essence. Notwithstanding the above, Buyer's obligation to close shall be, and is, contingent upon Buyer obtaining all necessary land use approvals (including any rezoning of the Premises) for Buyer's proposed re-use and/or re-development of the Property within one (1) year of the date of this Agreement. Buyer agrees to prosecute the necessary land use applications diligently to completion. If Buyer is unable to obtain the necessary land use approvals within one (1) year of the date of this Agreement, the Agreement shall automatically terminate, and the Deposit shall be returned to Buyer.

4. Possession. Seller shall deliver full possession of said Premises.

5. Due Diligence. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Seller makes no warranties regarding the condition, permitted use or value of the Premises. Buyer shall purchase the Premises "AS IS, WHERE IS," except as follows:

This Agreement is subject to an environmental investigation, with results being satisfactory to Buyer, performed within 60 days of the date of this Agreement. Any environmental investigation will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any environmental investigation herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within 60 days of the date of this Agreement, and the Deposit shall be returned to Buyer. If the results of any environmental investigation is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies

other than voiding the Agreement, Buyer must do so to full resolution within 60 days of the date of this Agreement; otherwise, this contingency is waived. If Buyer does not notify Seller that an environmental investigation is unsatisfactory within 60 days of the date of this Agreement, this contingency is waived by the Buyer. In the absence of any environmental investigation mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the premises. Since the determination of the acceptability of the results of the above environmental investigation rests exclusively with Buyer, Seller's signature on this Agreement shall constitute written authorization to release the Deposit to Buyer if Buyer terminates the Agreement under this paragraph.

6. Default. In the event Seller defaults in the performance of the provisions of this Agreement, Buyer shall have the option of suing for specific performance or of terminating this Agreement. If Buyer defaults, Seller may elect to terminate this Agreement and retain the deposit as liquidated damages in full and complete satisfaction of all claims against Buyer arising out of this Agreement, whereupon all obligations of the parties to one another shall cease and this Agreement shall be null and void and without recourse to the parties hereto.

7. Risk of Loss. The risk of loss or damage by fire or other casualty is assumed by Seller until the Deed is delivered to Buyer at Closing.

8. Costs and Expenses. Buyer shall be responsible for the cost of any survey work done by it, Buyer's share of Maine real estate transfer tax and any expenses related to recording of the Deed. Seller shall be responsible for expenses incurred in the preparation of the Deed.

9. Miscellaneous.

- (a) This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire Agreement between them.
- (b) The acceptance of the delivery of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed.
- (c) This Agreement is personal to Buyer and Buyer may not assign this Agreement without the prior written consent of Seller.
- (d) This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
- (e) This Agreement shall not be altered, modified or amended except by a written instrument signed by Seller and Buyer.
- (f) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine, excluding choice of law principles.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the date first stated above.

WITNESS:

(BUYER)

By:

Print Name: _____
Its _____, duly authorized

WITNESS:

**CITY OF SOUTH PORTLAND
(SELLER)**

James H. Gailey
Its City Manager, duly authorized