

Order 182-06/07

Passage: 4/30/07 9-0

NICHOLAS M. MAVODONES (MAYOR)

KEVIN J. DONOGHUE (1)

DAVID A. MARSHALL (2)

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CHERYL A. LEEMAN (4)

CITY OF PORTLAND

IN THE CITY COUNCIL

JAMES I. COHEN (5)

JAMES F. CLOUTIER (A/L)

JILL C. DUSON (A/L)

EDWARD J. SUSLOVIC (A/L)

ORDER APPROVING PURCHASE AND SALE AGREEMENT RE: SALE OF PROPERTY LOCATED ON ANDERSON STREET TO WILLIAM SIMPSON

ORDERED, that the City Manager is hereby authorized to execute a purchase and sale agreement with William Simpson in substantial form as attached hereto for the sale of property located on Anderson Street.

ATTACHMENT

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made this _____ day of _____, 2007 by and between the **CITY OF PORTLAND**, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as "**CITY**"), and **William Simpson** of 119 Pine Street, Portland, Cumberland County, Maine (hereinafter referred to as "**BUYER**").

W I T N E S S E T H:

WHEREAS, CITY is the owner of certain land located on Anderson Street, Portland, Maine, which property is also known as chart block and lot 10-A-42; and

WHEREAS, the BUYER desires to acquire said property in conjunction with another property sale;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

1. Sale

CITY agrees to sell the property currently known as 10-A-42 (hereinafter referred to as the "**property**") as shown on the Maps of the Tax Assessor to the **BUYER**, and **BUYER** agrees to purchase said property in accordance with the provisions hereof. The property was previously referenced as 10-A-6 by a tax deed recorded in the Cumberland County Registry of Deeds at Book 2280, Page 300.

2. Consideration

The consideration for the property shall be Twenty Five Thousand Nine Hundred Dollars (\$25,900.00).

3. Title

Title to the property shall be conveyed by Quitclaim Deed acceptable to the **BUYER** and shall be free of **CITY** liens. The **BUYER** understands and acknowledges that the property is burdened by a “slope easement” benefiting the State of Maine.

4. Possession

Full possession of the property will be given at the transfer of title. The following items shall be pro-rated as of the transfer of title:

- Real estate taxes for the fiscal year in the City of Portland, and any other special assessments which may be due on the property.

5. Risk of Loss

The risk of loss or damage to the property by fire or otherwise, until transfer of title hereunder, is assumed by the **CITY**. The above-described property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated.

6. Closing

The closing shall be held at a mutually agreed upon location, at a time agreeable to the parties within thirty (30) days of the execution of this Agreement.

7. Condition of Closing

BUYER's obligation to close on the property is contingent upon the **BUYER's** closing on the purchase of the property known as 10-A-8, 10, 11 and 13, as shown on the Maps of the Tax Assessor. In the event that **BUYER** fails to close on the purchase of 10-A-8, 10, 11 and 13 for any reason, **BUYER's** obligation to close under this Agreement is terminated with no surviving liability for **BUYER** or **SELLER** under this Agreement.

8. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

9. Entire Agreement

This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior Agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the property hereunder.

10. Headings and Captions

The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

11. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine.

12. Notice

Any notice required or permitted under this Agreement shall be deemed sufficient if mailed with first class postage affixed or delivered in person to:

FOR THE CITY: City of Portland
Attn: City Manager
389 Congress Street
Portland, ME 04101

FOR THE BUYER: William Simpson
P.O. Box 641
Freeport ME 04032

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

CITY OF PORTLAND

WITNESS

By: _____
Joseph E. Gray, Jr.
Its City Manager

BUYER

WITNESS

By: _____
William Simpson

