

Order 138-07/08

Passage: 2-4-08 8-0 (Mavodones absent)

EDWARD J. SUSLOVIC (MAYOR)

KEVIN J. DONOGHUE (1)

DAVID A. MARSHALL (2)

DANIEL S. SKOLNIK (3)

CHERYL A. LEEMAN (4)

**CITY OF PORTLAND**

IN THE CITY COUNCIL

JAMES I. COHEN (5)

JOHN M. ANTON (A/L)

JILL C. DUSON (A/L)

NICHOLAS M. MAVODONES (A/L)

**ORDER APPROVING PURCHASE AND SALE AGREEMENT  
RE: SALE OF PROPERTY LOCATED ON SARSFIELD STREET  
TO TOM FEHRS AND MELINDA BUBAR**

**ORDERED,** that the City Manager is hereby authorized to execute a purchase and sale agreement with Tom Fehrs and Melinda Bubar in substantial form as attached hereto for the sale of property located on Sarsfield Street for \$4,500.

## PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** for the purchase and sale of real estate made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the **CITY OF PORTLAND**, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as "**CITY**"), and **Tom Fehrs and Melinda Bubar** of 117 West Commonwealth Drive, Portland, Cumberland County, Maine (hereinafter referred to as "**BUYERS**").

### W I T N E S S E T H:

**WHEREAS**, **CITY** is the owner of certain land located on Sarsfield Street, Portland, Maine, which property is also known as chart block and lots 300-E-17, 18, 19, 20, 21, 22 and 23; and

**WHEREAS**, the **BUYERS** desire to acquire said property;

**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 known as 300-E-17, 18, 19, 20, 21, 22 and 23 (hereinafter referred to as the "**property**") as shown on the Maps of the Tax Assessor to the **BUYERS**, and **BUYERS** agree to purchase said property in accordance with the provisions hereof.

**2. Consideration**

The consideration for the property shall be Four Thousand Five Hundred Dollars (\$4,500.00).

**3. Title**

Title to the property shall be conveyed by Quitclaim Deed acceptable to the **BUYERS** and shall be free of **CITY** liens.

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 City Hall, at a time agreeable to the parties within thirty (30) days of the execution of this Agreement.

7. **Conditions of Sale**

The deed conveying the property to **BUYERS** shall contain the following conditions, which shall run with the land:

There shall be no building on the property. The property shall be maintained in its natural state, except that clearance of trees and other vegetation for lawn, garden and/or back yard use shall be permitted.

These conditions shall survive the closing on the sale of said lot.

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 BUYERS:** Tom Fehrs and Melinda Bubar  
117 W. Commonwealth Dr.  
Portland ME 04103

**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

**BUYERS**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Tom Fehrs

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Melinda Bubar