

Order 83-12/13

Passage: 8-0 (Leeman absent) 10-15-12

MICHAEL F. BRENNAN (MAYOR)

KEVIN J. DONOGHUE (1)

DAVID A. MARSHALL (2)

EDWARD J. SUSLOVIC (3)

CHERYL A. LEEMAN (4)

## CITY OF PORTLAND

IN THE CITY COUNCIL

JOHN R. COYNE (5)

JOHN M. ANTON (A/L)

JILL C. DUSON (A/L)

NICHOLAS M. MAVODONES (A/L)

### **ORDER AUTHORIZING SALE OF TAX ACQUIRED PROPERTY RE: 175 VIRGINIA STREET**

**ORDERED,** that the City Manager is authorized to execute a Purchase and Sale Agreement in substantial form as that attached hereto with Thomas Campbell for the sale tax acquired property at 175 Virginia Street (CBL 404-F-3-4); and

**BE IT FURTHER ORDERED,** that the Finance Director is authorized to execute a quitclaim deed conveying the above property.

**PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** for the purchase and sale of real estate made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **CITY OF PORTLAND**, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "**CITY**"), and \_\_\_\_\_, with a mailing address of \_\_\_\_\_ Portland, 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 175 Virginia Street, Portland, Maine, which described in the quitclaim deed attached hereto as Exhibit 1, and incorporated herein (the "Premises"); and

**WHEREAS**, the **BUYER** desires to purchase the Premises;

**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 to **BUYER** the Premises, and **BUYER** agrees to buy the Premises and accept the deed to the same, for the consideration set forth here.

**2. CONSIDERATION**

The consideration for the Premises shall be \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_,000.00).

**3. TITLE**

Title to the Premises shall be conveyed by Quitclaim Deed as shown in Exhibit 1.

**4. CONTINGENCIES**

This Purchase and Sale Agreement is further subject to only the following contingency:

Approval of this Purchase and Sale Agreement by the Portland City Council.

There is no inspection contingency or financing contingency. There is no title search contingency, as the **CITY** has provided **BUYER** with a title insurance commitment, and title will be in accord with that title insurance commitment, subject to the matters described therein, and subject to the condition related to improving the premises within 18 months, set out in the Quitclaim Deed attached as Exhibit 1.

**5. CLOSING**

The closing shall be held at City Hall, within thirty (30) days after approval of the Portland City Council, at a time agreeable to the parties.

**6. 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.

**7. GOVERNING LAW**

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

**8. 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 BUYER:**

\_\_\_\_\_  
  
\_\_\_\_\_  
Portland, Maine 0410\_

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

**CITY OF PORTLAND**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Mark H. Rees  
City Manager

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
(insert printed name)  
Buyer

O:\OFFICE\LARRY\TAPC\Sale of 175 Virginia Street P&S.doc

**MUNICIPAL  
QUITCLAIM DEED**

KNOW ALL PERSONS BY THESE PRESENTS, THAT **CITY OF PORTLAND**, a municipal corporation with a mailing address of 389 Congress Street, Portland, Maine (the "City") for consideration paid, releases, and quitclaims without covenant, to \_\_\_\_\_, ("Grantee"), with a mailing address of \_\_\_\_\_, Portland, ME 04\_\_\_\_, the real property in the City of Portland, County of Cumberland, State of Maine, particularly described in "EXHIBIT A" attached hereto and hereby made a part hereof.

Within 18 months of the date of this deed, the grantee shall undertake renovations to the dwelling on the real property, or demolish and start to rebuild a dwelling on the property. If not, the property will revert back to the City, at the option of the City; said option shall to be exercised within 120 days of said 18 month deadline, and, if exercised, it shall be documented by a notice recorded in the Cumberland County Registry of Deeds within that 18 month period with no other notice to any other party being required, and the City will reimburse the grantee (or the then owner, if appropriate) the price paid to the City for the real property, less 10% of that price paid; but such re-payment is not a condition to such reverter or reversion.

**IN WITNESS WHEREOF**, Ellen L. Sanborn, Finance Director of the City of Portland, has hereunto executed this easement deed on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**WITNESS**

**CITY OF PORTLAND**

\_\_\_\_\_

\_\_\_\_\_

Ellen L. Sanborn, Finance  
Director

STATE OF MAINE  
CUMBERLAND, ss.  
\_\_\_\_\_, 2012

Dated: \_\_\_\_\_

Personally appeared the above-named Ellen L. Sanborn, Director of Finance of the City of Portland, Maine, and acknowledged the foregoing, instrument to be his free act and deed and the free act and deed of said City of Portland.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law, Bar #\_\_

\_\_\_\_\_  
Print Name

Approved as to form:

\_\_\_\_\_  
Corporation Counsel's Office  
O:\OFFICE\LARRY\TAPC\Deed from City for 175 Virginia St.doc

## EXHIBIT A

404-F-3-4

175 Virginia St.  
Liened by the City of Portland in  
1993 and every year since then

Lots located at The Pines, so-called, in Portland, Cumberland County, Maine and being the Lots numbered 1320 and 2329 on Virginia Street, so-called, containing six thousand (6,000) square feet, more or less, as shown on the plan of O.E. Stephenson, Civil Engineer, dated June 1926, and recorded in the Cumberland County Registry of Deeds Plan Book 17, Page 7, to which plan reference is hereby made for a more particular description. This conveyance is subject to the restrictions referred to in the deed from Abram H. Chapman to Mount Oxford Spring and Fruit Company, dated May 6, 1932, and recorded in said Registry in Book 1309, page 185.

Meaning and intending to convey, and hereby conveying, the same property as described in the tax lien certificate recorded on June 19, 1996, in the Cumberland County Registry of Deeds in Book 12571, Page 67. Title reference is made to the Affidavit of Linda McLeod dated May 15, 2012, recorded in said Registry in Book 29656, Page 316.

Title reference is also made to the deed from Arlene G. McIntosh to Janise I. Tibbetts, dated November 22, 1983, and recorded in said Registry in Book 6338, Page 343; and the Abstract of Will of Lillian M. Larson (mother of Arlene and Janise), dated August 13, 1974, recorded in said Registry in Book 3593, Page 57; and the Abstract of Will of John Carroll Larson (husband of Lillian, father of Arlene and Janise), dated June 12, 1972, recorded in said Registry in Book 3257, Page 130; and the deed to John C. Larsen, from Casco Loan & Building Association, dated October 9, 1940, recorded in said Registry in Book 1607, Page 354.