

# **BID SPECIFICATIONS**

**FOR**

**SALE OF PROPERTY**



**1412 NORTH MAIN STREET  
URBANA, OHIO 43078**

**(PARCEL I49-25-12-04-32-005-00 – 3.48 acres)**

**±151,588 Square Feet of Land  
With Two (2) Structures Totaling ± 19,538  
Square Feet**

**Primary Structure: ± 14,144 Square Feet  
Secondary Structure: ± 5,394 Square Feet**

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# City of Urbana, Ohio

## BID SPECIFICATIONS FOR SALE OF PROPERTY

### SECTION 1 - CONTENTS AND PURPOSE

These bid specifications set forth certain instructions, terms, and conditions that apply to the sale of City Property conducted pursuant to Sections 721.01 and 721.03 of the Ohio Revised Code. Although the instructions, terms, and conditions contained herein do not constitute an ordinance, resolution, or motion binding upon the City, any bidder shall certify by signing the bid form that the bidder has read the provisions contained herein and that the bidder agrees that the provisions will be strictly enforced in all respects.

### SECTION 2 - DESCRIPTION OF PROPERTY

The Property. The property (Parcel I49-25-12-04-32-005-00) located at 1412 North Main Street, Urbana, Ohio 43078, consists of approximately 151,588 square feet of land situated in Champaign City, and being all of a 3.48 acre tract of land. Gross combined building square footage is approximately 19,538.

### SECTION 3 - INSTRUCTIONS TO BIDDERS

3.1 Pre-Bid Site Visit. Pre-Bid site visits may be scheduled by contacting Kerry Brugger at 937-652-4302.

Any questions related to the process may be directed to Kerry Brugger at 937-652-4302 or kerry.brugger@ci.urbana.oh.us.

3.2 Preparation of Bid:

A. General. **Bids are due Monday, December 19, 2016 at Time 2:00 p.m. Local Time.**

Two copies of the bid must be signed and submitted together in a sealed envelope and clearly marked as follows: **“BID FOR CITY REAL ESTATE - PARCEL I49-25-12-04-32-005-00”**

B. Amount of Bid. Under all circumstances, the bid must be expressed in dollars and cents. **This sale is a cash sale. There will be no financing offered by the City of Urbana and the City of Urbana will not accept property in exchange.**

C. Bid Minimum. A minimum bid of **\$390,000.00** is required. The property will be sold in its current (“as is”) condition.

3.3 Bid Deposit. ***The successful bid must be accompanied by a deposit of at least 10% based on the final award. Funds needed to reach 10% of the actual sale price will be***

*due within 14 calendar days of Award Date.* The bid deposit must be in the form of a cashier's check, certified check, or money order payable to City of Urbana. The deposit is not refundable once the bid is accepted.

- 3.4 Receipt and Opening of Bids. Sealed bids are to be delivered to the office of the City of Urbana, Director of Administration, 205 South Main Street, Eastern Standard Time, in accordance with the instructions contained herein. Sealed bids will be opened at the same location on Monday, December 19, 2016 at 2:15 p.m. and read aloud; allowing for increases at the time of opening.
- 3.5 Bids Irrevocable. All bids shall be considered irrevocable. All persons submitting a bid will be notified of the acceptance or rejection of their bid. Failure of the bidder to receive the notice shall not constitute an acceptance of bid.
- 3.6 Occupancy. Occupancy may commence 30 days after closing to allow for proper vacation of the site. Should any extension be required, such terms will be negotiated..
- 3.7 Notification of selected Bidder. On or before Tuesday, December 20, 2016, 5:00 p.m. local time, the City of Urbana shall notify the highest bidder that it is the bidder selected to proceed in the transaction (the "Selected Bidder")
- 3.8 Final Award or Rejection of Bids by City of Urbana. The awarded bidder shall issue the deposit which will be held in escrow by the City of Urbana pending final financing of successful bidder. In order for a bid to be awarded, the City will adopt a resolution officially awarding the bid and authorizing the Sale Documents. After award of a bid, the transaction shall be binding, subject only to the preparation and execution of the documents necessary to consummate the transaction. The bidder submitting the awarded bid will be referred to hereafter as the "Buyer" and the Buyer's bid deposit shall be nonrefundable.
- 3.9 Closing Arrangement:
  - A. Execution of Documents. On or before the date specified in Section 4.5, after the City of Urbana has executed the Sale Documents and the documents are available for delivery to the Buyer, the City shall notify the Buyer in writing of the location and the time of the closing of the transaction will occur (the "Closing Date"). The transaction will settle on such date, at which time the Buyer will pay the full balance due under the terms and conditions set forth herein. The Buyer's duty to proceed with the transaction shall not be subject to Buyer's acceptance, actual, constructive or otherwise, of the Sale Documents.
  - B. Payment of Consideration by the Selected Bidder: The selected bidder will be required at the time of closing to pay the difference between the full amount of the bid and the amount of the bid deposit. Payment of any cash consideration must be made in the form of a cashier's check, certified check, or money order payable to the City of Urbana.
  - C. Settlement and Other Expenses. The City of Urbana will be responsible for any expenses associated with the preparation of the Sale Documents and any fee in accordance with Section 4.2. The City of Urbana shall not be responsible for any other fees associated with this transaction.

**SECTION 4 - TERMS AND CONDITIONS OF SALE OF PROPERTY**

- 4.1 Rejection of Bids. The City of Urbana reserves the right to reject any or all bids at any time prior to the passage of the resolution authorizing the execution of the deed conveying to the selected bidder the land offered by the City of Urbana for sale. A bid will be automatically rejected when:
- A. It is not submitted in duplicate;
  - B. Both copies of the bid form are not signed; and
  - C. It is submitted after the time and date specified in the City of Urbana's Sealed Bid Sale Notice for receipt of bids.
- 4.2 Non-Payment of Brokerage Fees. The City of Urbana will not pay a brokerage or real estate agent's fee on the sale of this real estate.
- 4.3 Bidder's Withdrawal Rights. Under no circumstances will a bidder be entitled to withdraw the bid once the bid is awarded.
- 4.4 City of Urbana's Rights Upon Failure of Selected Bidder to Close the Transaction. When the deed conveying the parcel offered for sale by the City of Urbana has been executed and is ready for delivery, the Selected Bidder will be notified by mail where to call to accept delivery of the deed. If for any reason the Selected Bidder should fail to render full payment of the consideration upon which the bid was based within thirty (30) days after the mailing of the aforesaid notice, such failure shall be construed as a refusal to pay the consideration due the City of Urbana under the terms of the bid and as a refusal to accept the deed. Should the Selected Bidder for any reason fail or refuse to close the transaction within the thirty (30) day period, the City of Urbana shall have the right, at its option, to retain the bidder's deposit, the amount of the deposit being agreed upon as liquidated damages because of the inconvenience of ascertaining the actual damages and the uncertainty thereof. In addition to the foregoing, it is understood and agreed that the City of Urbana shall have the right, at its option, to pursue any and all other remedies available to it at law or in equity, including, but not limited to, the right to demand specific performance on the part of the Selected Bidder. If the City of Urbana is successful in enforcing the right to specific performance, it is understood and agreed that upon the City of Urbana's demand, the Selected Bidder shall pay to the City of Urbana reasonable attorney's fees incident thereto.
- 4.5 Conveyance by the City of Urbana. Subject to its right to reject bids under Section 3.2, the City of Urbana shall tender an executed deed conveying the land offered by it for sale within one-hundred-twenty (120) days after the date of notifying the Selected Bidder, as per section 3.7. Failure on the part of the City of Urbana to tender such deed within the one-hundred-twenty (120) day period shall entitle the Selected Bidder to refuse to close the transaction by giving written notice to the City of Urbana. Upon receipt of written notice of refusal, the City of Urbana will refund the Selected Bidder's deposit. Neither the City of Urbana nor the Selected Bidder shall be liable to any party in any respect as a result of such refusal to close the transaction under this circumstance.
- 4.6 Bidder's Duty to Inquire As to Quality of Title. Each bidder shall be solely responsible

to inquire as to the quality of the title of each parcel offered for sale by the City of Urbana.

4.7 Rights of Persons in Possession. If the land offered by the City of Urbana for sale, whether improved or unimproved, is, or appears to be, in the possession of any person whomsoever, each bidder, before submitting a bid on the parcel, shall satisfy himself as to the rights, if any, of the person in possession. A Selected Bidder shall not be entitled to refuse to close the transaction because of the rights of any person in possession on the date the bid was submitted.

4.8 Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the selected bidder will be purchasing the parcel subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the City of Urbana, the Selected Bidder is put on notice that the land conveyed to him will thereafter be subject to assessment for all taxes.

4.9 Conveyance Instruments. The deed conveying land offered by the City of Urbana for sale will be based on the description of the land prepared and/or approved by the City Law Director. The name of the grantee in the deed shall be the same as the name on the bid form of the person, corporation, or other business firm submitting the bid. The conveyance shall be subject to all easements, public utilities, restrictions, covenants, conditions of record, and any other special restrictions specified in these bid specifications.

4.10 Inspection. Bidder represents that Bidder (or its agents or consultants) may have inspected, by the close of the bid period, the Land, together with any buildings included in the sale, will be familiar with its condition, and accepts same AS IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS ON THE PART OF the CITY OF URBANA as to what that condition may be. Bidder further represents that Bidder has determined that any buildings exist and are present on the land.

4.11 Restrictions:

A. General. It will be the sole responsibility of the bidder to become familiar with whatever restrictions are enforceable on the land being offered by the City of Urbana for sale whether of record or not. The City of Urbana makes no representations, guarantees, or warranties as to what may be built on the property or as to what use may be made of it.

## **SECTION 5 - EXHIBITS AND APPENDICES**

5.1 Exhibits.

**Exhibit A:** Ohio Revised Code, Sections 721.01; Lease or sale of municipal property, and 721.03; Lease or sale of real estate – advertisement for bids.

**Exhibit B:** Governor's Deed, State of Ohio

For referenced Parcel #I49-25-12-04-32-005-00