



Administered by University of Maine System
Office of Strategic Procurement
Request for Bid (RFB)

University of Maine System Real Estate Sale,
New Sweden, Maine

RFB #2018-08

Issued Date: June 30, 2018

Initial Response Deadline Date/Time: July 17, 2017, 5:00 p.m. EST

Response Submission Information:

Submitted electronically to robin.cyr@maine.edu
Email Subject Line – University of Maine System Real Estate Sale,
New Sweden, Maine
RFB #2018-08

Response Contact Information:

Strategic Sourcing Manager: Robin Cyr
Email: robin.cyr@maine.edu Phone: (207) 621-3098

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1.0 INTRODUCTION

WHEREAS, University of Maine System acting on behalf of the University of Maine at Presque Isle owns a certain parcel of land situated in municipality of New Sweden, County of Aroostook, State of Maine, located at Jemtland Road and described in deed(s) recorded at said County's Registry of Deeds Books(s) 1519, Page(s) 106-107; and subject to the terms and conditions in this Agreement, University desires to sell the property.

Photos of the property are provided in **Appendix E**.

This document provides instructions for submitting responses, the procedure and criteria by which the Buyer(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Buyer(s).

1.1 Real Property Sale Agreement and Conditions

The winning Buyer will be required to execute a contract in the form of a University of Maine System Purchase and Sale Agreement, which is attached to this response as **Appendix D**.

1.2 Communication with the University

It is the responsibility of the Buyer to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Buyers to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

Refer to table in **Section 1.5 Timeline of Key Events** for deadline requirements.

1.3 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Buyer selected (the successful Buyer). At that time the University will issue award notice letters to all participating Buyers and the all Buyers' responses may be made available to the public. Any request will be made by submitting a written request to the individual noted in the **Response Contact Information** shown on the cover sheet of this document. All requests are public records.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's

Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a Buyer must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

1.4 Cost of Preparation

Buyer assumes all costs of preparation of the response and any presentations necessary to the response process.

1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1, 1.15	Deadline for Proposal Submission	Initial Bid Opening is scheduled for July 17, 2017 . At the University discretion, this date may be extended to additional dates if no acceptable offer has been received. Communication of the extended dates will be done on our website. This RFB will remain open until December 31, 2017 or until an acceptable offer has been received and accepted by the University.
Section 1, 1.6	Award Announcement	Once acceptable offer has been received and accepted by the University.
	Award Protest Period	Five (5) days from Award Announcement
	Execute Purchase and Sale Assignment Agreement	Within three (3) business days following expiration of protest period or final resolution of any protest
	Request for Deed Preparation	Within five (5) business days of executing Purchase and Sale Agreement
	Estimated Closing Date (subject to change)	Set and managed within the University of Maine System, Purchase and Sale Agreement

1.6 Eligibility to Submit Responses

Individuals, public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.7 Response Understanding

By submitting a response, the Buyer agrees and assures that the specifications are adequate, and the Buyer accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.8 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.9 Non-Responsive Submission

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.10 Response Submission Requirements

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Failure of the method of transmission chosen by the Buyer(s) shall not extend the deadline for submission.

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Section Descriptions

2.1.1.1 Purchase Price Evaluation

Award will be made to the high bid Buyer provided that all other requirements are satisfactory, including receipt of bid as outlined in **Appendix A, Part 1**.

The University will NOT seek a best and final offer (BAFO) from any Buyer in this procurement process. All Buyers are expected to provide their best offer with the submission of their response. Buyers will NOT be given an opportunity to modify bids once submitted.

2.1.1.2 Earnest Money Deposit

Certified bank check or money order for 10% of the purchase price offered submitted with Buyers submission. **See Appendix A, Part 2.**

2.1.1.3 Seller's Property Disclosure

Buyer signature indicating receipt of the property disclosure information and providing the related Buyer information under the signature line (i.e. mailing address, etc.), **See Appendix A, Part 3 & C.**

2.1.1.4 Purchase and Sale Agreement

Buyer signature indicating full acceptance of the terms and conditions set forth in Appendix E, Purchase and Sale Agreement. **See Appendix A, Part 4.**

2.2 Award

The University reserves the right to waive minor irregularities, which may include contacting the Buyer to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the highest bid response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Buyer is fully qualified, or that one Buyer is clearly more qualified than any other under consideration, an Agreement may be awarded to that Buyer without further action.

Initial Bid Opening is scheduled for **July 17, 2017**. At the University discretion, this date may be extended to additional dates if no acceptable offer has been received. Communication of the extended dates will be done on our website at <http://www.maine.edu/about-the-system/system-office/facilities-management-and-general-services/strategic-procurement/information-vendors/>.

This RFB will remain open until December 31, 2017 or until an acceptable offer has been received and accepted by the University.

Once approved the award will be posted to the University's website at <http://www.maine.edu/about-the-system/system-office/facilities-management-and-general-services/strategic-procurement/information-vendors/>

2.3 Negotiations

The University reserves the right to negotiate with the successful Buyer to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Bids to an extent that may affect the purchase price. The University reserves the right to terminate contract negotiations with a selected Buyer who submits a proposed contract significantly different from the response they submitted in response to the advertised RFB. In the event that an acceptable contract cannot be negotiated with the highest ranked Buyer, the University may withdraw its award and negotiate with the next-highest ranked Buyer, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFB, at its sole discretion.

2.4 Award Protest

Buyers may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Buyer. The protest must contain a statement of the basis for the challenge.

Once approved the award will be posted to the University's website at <http://www.maine.edu/about-the-system/system-office/facilities-management-and-general-services/strategic-procurement/information-vendors/>. Each Buyer is responsible for reviewing this link to see the award.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Buyer's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 Buyers Responsibility

It is the responsibility of the Buyer to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.2 Response Format Instructions

This section contains instructions for Buyers to use in preparing their response. The Buyer's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

3.2.1 Section 1 - Purchase Price Offered

3.2.1.1 Insert Appendix A – Purchase Price Offered, Earnest Money, and Other Requirements Exhibit, sections provided must be completed as per the instructions.

3.2.2 Section 2 – Seller's Property Disclosure

3.2.2.1 Insert Appendix C, Seller's Property Disclosure with the Signature page signed in Buyer signature line(s) provided.

3.2.3 Section 3 – Purchase and Sale Agreement

3.2.3.1 Insert Appendix E, University of Maine System, Purchase and Sale Agreement.

Appendix A – Required Purchase Price, Earnest Money Deposit, and Other Requirements

University of Maine System
Purchase Price, Earnest Money Deposit, and Other Requirements

RFB # 2018-08
University of Maine System Real Estate Sale, New Sweden, Maine

Buyer's Organization Name:

GENERAL INSTRUCTIONS:

The Buyer must:

1. Appendix A, Part 1
 - Submit the Purchase Price offer using the form directly below in Appendix A, Part 1. Purchase Price will be guaranteed by the Buyer for 90 days.
 - Include as part of the submission an earnest money deposit in the form of a certified or cashier's check in the amount of 10% of the purchase price offer.
2. Appendix A, Part 2
 - Provide any property inspection requirements.
3. Appendix A, Part 3
 - Complete Financing Terms in the format provided.
4. Appendix A, Part 4
 - Buyer(s) signature accepting the terms of the Appendix D, University of Maine System Purchase and Sale Agreement.

The University will NOT seek a best and final offer (BAFO) from any Buyer in this assignment process. All Buyers are expected to provide their best bid with the submission of their response. Buyers will NOT be given an opportunity to modify their bid once submitted.

The information provided below, once agreed to by the Seller will be used in the applicable sections of the University of Maine Purchase and Sale Agreement.

APPENDIX A, PART 1 - PURCHASE PRICE/EARNEST MONEY:

For such property located at Jemtland Road, New Sweden, Maine 04762, Buyer agrees to pay the total purchase price of \$_____.

Certified bank check or money order for 10% of the purchase price offered submitted with Buyers submission. Earnest money will be applied against the amount owed at time of closing.

The remainder of the purchase price shall be paid by certified or cashier's check upon delivery of the **Quitclaim Deed with Covenant.**

APPENDIX A, PART 2 - PROPERTY INSPECTION REQUIREMENTS (Due Diligence): Buyer is encouraged to seek information from professionals regarding any specific issue or concern. The Seller makes no warranties regarding the condition, permitted use or value of Sellers' real property. The Buyer intends to perform the following property inspection(s). The Buyer understands s/he will obtain and pay for these inspections and will have ten (10) days from the **Effective Date of the Appendix D Purchase and Sale Agreement** to perform these inspections. If the Buyer does not wish to perform inspections, Buyer will note Not Applicable below.

APPENDIX A, PART 3 - FINANCING:

- a. _____ is not subject to a financing contingency. Buyer has attached acceptable proof of the funds with the offer.
- b. _____ is subject to financing as follows:
 - i. Buyer's obligation to close is subject to Buyer obtaining a loan from a financing institution. The loan terms are _____% of the purchase price, at an interest rate not to exceed _____% and amortized over a period of _____ years.
 - ii. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in **Section 10(i)** and, subject to verification of information, is qualified for the loan requested within **five (5) days** from the Effective Date

APPENDIX A, PART 4 – ACCEPTANCE OF TERMS APPENDIX D – University of Maine System, Purchase and Sale Agreement

Buyer acknowledges acceptance of the terms in Appendix D, University of Maine System, Purchase and Sale Agreement and further understands that the information included in Parts 1 – 3 of this Appendix A will be used to complete the sections contained within the Appendix D document once an award has been made.

BUYER	DATE	BUYER	DATE
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Appendix B – Seller’s Property Disclosure

Under Maine Law, certain information must be made available to Buyers prior to or during preparation of the offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any Buyer.

Property Owner: University of Maine System

Property Address: Jemtland Road, New Sweden, Maine 04762

County: Aroostook

Real Estate Taxes: \$1,006.88 for Year _____

Property Conditions and Disclosures:

1. Vacant Land
2. Dimensions: 750' +/- Road Frontage (scaled off tax map)
3. Acres: 130 Acres
4. Zoning Classification: No Local Zoning
5. Classification: Woodlot
6. Land Type: Rolling – Low
7. Location: Rural
8. View: Countryside, Woods, River
9. Drainage: Typical to Wetlands
10. HUD identified Special Flood Hazard Area: Yes
11. Other Comments: Lot borders a recreation trail (old railroad line) on the west and the Madawaska River on the east. The area along the river is low and approximately 30% to 40% of the lot appears to be in the flood zone. The lot drops off steeply along the road frontage and part of the frontage is limited access (guard rail along road).
12. Hazardous Material: Seller has no knowledge of the presence of hazardous materials on the property.
13. Subdivision: Property has not been part of a subdivision in the last five (5) years.
14. Seller is not receiving a tax exemption or reduction for this property for any reason including but not limited to Tree Growth, Open Space and Farmland, Working Waterfront.
15. Seller has no knowledge of a soil test being done on the property.
16. Seller has no knowledge of a survey being done on the property.

Seller’s Property Disclosure containing general information and any known defects to Buyer.

SELLER

DATE

SELLER

DATE

Buyer acknowledges receipt of the Seller’s Property Disclosure and understand that I/We should seek information from qualified professionals if I/We have questions or concerns.

BUYER

DATE

BUYER

DATE

Appendix C – Seller's Deed

81519 PG106
(106)

WARRANTY DEED

Known all Men by these Presents,

That I, ALBERT E. CRAWFORD, of Kittery Point, in the County of York and State of Maine

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by THE UNIVERSITY OF MAINE, a body corporate and politic, having an office at 107 Maine Avenue, Bangor, Maine.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said UNIVERSITY OF MAINE

Its successors XXXXX and assigns forever,

a certain lot or parcel of land, to wit: Being part of Lot Numbered Nine (9), situated in the Town of New Sweden, in the County of Aroostook and State of Maine, and containing approximately 130 acres, more or less; and being the same property conveyed to Jeannette F. Burleigh and Charles R. Harris by Quitclaim Deed of Frank A. Chaney dated September 30, 1954, and recorded in the Aroostook Registry of Deeds, Southern District, in Volume 662, Page 114. Reference to that deed is made for a more particular description of this property.

The above property was conveyed to Aroostook Timberlands, Inc. by Quitclaim Deed of Jeannette F. Burleigh and Charles R. Harris dated February 10, 1956, and recorded in the Aroostook Registry of Deeds, Southern Division, at Houlton, Maine, in Volume 711, Page 147; and further described as follows: Bounded on the South by the Jemptland Road, so-called; on the East by the Madawaska Stream; on the North by the Town Line of Stockholm; and on the West by the Bangor and Aroostook Railroad.

Being the same premises conveyed by Warranty Deed of Aroostook Timberlands, Inc. dated December 14, 1970, and recorded in the Aroostook County Registry of Deeds in Book 1075, Page 59, and by Warranty Deed of James H. MacKenzie and Howard R. MacKenzie dated October 2, 1972 and recorded in the Aroostook County Registry of Deeds in Book 1112, Page 771.

BK1519 PG107

To have and to hold the aforesaid and bargained premises with all the privileges and appurtenances thereof to the said

UNIVERSITY OF MAINE

Its ~~successors~~ assigns, to its and their use and behoof forever.

And I do COVENANT with the said Grantee, its ~~successors~~ and assigns, that I am lawfully seized in fee of the premises that they are free of all encumbrances:

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will WARRANT and DEFEND the same to the said Grantee, its ~~successors~~ and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I, the said ALBERT E. CRAWFORD

and Dorothy A. Crawford

wife

of the said

Albert E. Crawford

joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have herunto set ^{with} my hands and seals this 2ND day of February in the year of our Lord one thousand nine hundred and ~~eighty one~~.

Signed, Sealed and Delivered in presence of

Margaret Tobichan
Joseph Adeline

Albert E. Crawford
Dorothy A. Crawford



Florida
State of ~~Alabama~~ in
County of Chisholm

February 2 1981

Personally appeared the above named Albert E.

Crawford and wife Dorothy A. Crawford and acknowledged the above instrument to be his free act and deed.

Before me,

Margaret Tobichan
Justice of the Peace
Notary Public
Attorney At Law

Notary Public, State of Florida at Large
My Commission Expires Aug. 1, 1984
Bonded this Year for \$10,000.00

AROOSTOOK, ss Received: February 11, 1981 at 3h 57m P. M.

NOTICE OF TAKING

CONFIRMATORY PROCEEDING

The State of Maine, acting by and through its Director, Parks and Recreation Bureau, within the Department of Conservation, pursuant to his authority under 12 M.R.S.A. Section 602(21), does hereby give notice to all whom it may concern:

1. That the Director, Parks and Recreation Bureau, within the Department of Conservation, in accordance with the authority of 12 M.R.S.A. Section 602(21), has determined that the public need requires the acquisition of certain lands for the purposes of establishing, preserving, or enhancing corridors for use for open space or recreation, as set forth in said statute.

2. That the Parks and Recreation Bureau, within the Department of Conservation, in accordance with 12 M.R.S.A. Section 602(21) has caused said land to be appraised and described so that it can be located, said land being shown as lying within the heavily dashed lines (-----) on a plan attached hereto as "Exhibit A-2" and incorporated herein. Exhibit A-2 is derived from certain portions of plans entitled "Right of Way and Track Map, Bangor & Aroostook R.R. Co., Squa Pan to Stockholm," that include Station 1303+05.1 in Washburn to Station 2532+62.8 in Stockholm and "Right of Way and Track Map, Bangor & Aroostook R.R. Co., Caribou to Van Buren," that include Station 76+60 in Caribou to Station 1711+80.1 in Van Buren, being land of the Bangor and Aroostook Railroad Company, located in the City of Caribou, and in the Towns of Washburn, Wade, Parham, Westmanland, Stockholm, Woodland, New Sweden and Van Buren, and in the townships of T16 R4 WELS and T17-R3 WELS, all in the County of Aroostook, State of Maine. Copies of said plans are on file at the Department of Conservation, Parks and Recreation Bureau, Off-Road Vehicle Division, State House Station #22, Augusta, ME 04333 and are posted with this Notice of Taking in the municipal offices for said city and towns named hereinabove and are to be recorded herewith in the Aroostook County Registry of Deeds, Northern and Southern Divisions.

DESCRIPTION OF FEE TAKING

All land, buildings, fixtures and appurtenances, including but not limited to bridges, and other rights in land within the boundaries described in Exhibit A-1 attached hereto, which description is incorporated herein by reference, are taken in fee simple.

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STATE OF MAINE
Parks and Recreation Bureau within
the Department of Conservation

Dated: December 14, 1994

By: *Herbert Hartman*
Herbert Hartman, Director

STATE OF MAINE
Kennebec, ss.

Date: December 14, 1994

Then personally appeared the above-named Herbert Hartman,
Director of the Parks and Recreation Bureau within the
Department of Conservation for the State of Maine and
acknowledged the foregoing instrument to be his free act and
deed in his said capacity and the free act and deed of the State
of Maine.

Before me,

Theresa L. Pulver
Notary Public/Attorney at Law

Print Name:

My commission expires:

Seal: Theresa L. Pulver, Notary Public
State of Maine

My Commission Expires 9/23/2001

Pal

Hazel Anderson
P.O. Box 42
New Sweden, Maine 04762
Lot 101

Milton Landeen
Rt #1 Box 190
New Sweden, Maine 04762
Lot 100 1/2

Silas Gustafson
Rt #1 Box 162
New Sweden, Maine 04762
Lot 100

Carl Strid
Rt #1 Box 163A
New Sweden, Maine 04762
Lot 84 1/2

Julia Cyr
P.O. Box 192
Caribou, Maine 04736
Lot 84

Pearl Horner
Arneytown Road
Wrightston, New Jersey 08562
Lots 82, 83

Kathryn Fox
Rt #1 Box 173
New Sweden, Maine 04762
Lot 67

Consolidated Rambler Mines
Irving Limited
P.O. Box 5777
St. John, N.B.
Canada E2L4M3
Lot 62

Eleanor Volk
3909 Miller Road
Kingsville, Maryland 21087
Lot 9

University of Maine
c/o Richard Eustis, Assoc. Vice Chancellor for Facilities
107 Main Avenue
Bangor, Maine 04401
Lot 9

Appendix D – University of Maine System, Purchase and Sale Agreement – Land Only

UNIVERSITY OF MAINE SYSTEM PURCHASE AND SALE AGREEMENT – LAND ONLY

This **PURCHASE AND SALE AGREEMENT** (“Agreement”) is made as of _____, 2017 between the University of Maine System (“University” or “Seller”) and _____ (“Buyer”).

WHEREAS, University owns a certain parcel of land situated in municipality of New Sweden, County of Aroostook, State of Maine, located at Jemtland Road and described in deed(s) recorded at said County’s Registry of Deeds Books(s) 1519, Page(s) 106-107; and

WHEREAS, subject to the terms and conditions in this Agreement, University desires to sell the property, and Buyer desires to buy ALL the property situated in municipality of New Sweden, County of Aroostook, State of Maine, located at Jemtland Road and described in deed(s) recorded at said County’s Registry of Deeds Books(s) 1519, Page(s) 106-107.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

1. **PURCHASE PRICE/EARNEST MONEY:** For such Deed and conveyance Buyer agrees to pay the total purchase price of \$_____. Buyer has delivered to the University a deposit of earnest money in an amount equal to 10% of the offer price. The remainder of the purchase price shall be paid by wire, cashier’s or trust account check upon delivery of the Deed.

The Purchase and Sale Agreement is subject to the following conditions:

2. **TERMINATION:** This Agreement may be terminated at any time before the Closing as follows:
 - a. Failure to fulfill any of Buyer’s obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money.
 - b. Seller’s failure to fulfill any of Seller’s obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money.
 - c. **Section 4**, if, at the later of the closing date set forth below or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.
 - d. **Section 9**, result of any investigation or other condition is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying the Seller in writing within the specified number of days, and any earnest money shall be returned to the Buyer.
 - e. Buyer at time of closing date is unable to obtain financing, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to the Buyer.
 - f. Buyer fails to provide Seller with application for loan letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to the Buyer. This right to terminate ends once Buyer’s letter is received.
3. **TITLE AND CLOSING:** A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on or before **45 calendar days of the Effective Date** (closing date), if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to

make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement

4. **DEED:** The property shall be conveyed by a **Quitclaim Deed with Covenants**, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.
5. **POSSESSION:** Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
6. **RISK OF LOSS:** Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.
7. **PRORATIONS:** Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which later provision shall survive closing. Buyer and Seller will each pay their transfer tax, if any, as required by State of Maine.
8. **DUE DILIGENCE:** Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer, Seller agrees to cooperate with Buyer and shall give Buyer reasonable access to the property in order to undertake the above investigations. If the result of any investigation or other condition specified here in unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution with the time period set forth above otherwise their contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

9. **FINANCING:** Buyer's obligation to close:
 - c. _____ is not subject to a financing contingency. Buyer has attached acceptable proof of the funds with the offer.
 - d. _____ is subject to financing as follows:
 - i. Buyer's obligation to close is subject to Buyer obtaining a loan from a financing institution. The loan terms are _____% of the purchase price, at an interest rate not to exceed _____% and amortized over a period of _____ years.
 - ii. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in **Section 9** and, subject to verification of information, is qualified for the loan requested within **five (5) days** from the Effective Date
10. **PROPERTY DISCLOSURE INFORMATION:** Buyer acknowledges receipt of Seller's Property Disclosure Information.
11. **PRIOR STATEMENTS:** Any representations, statement and agreement are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

12. **NOTICE:** Any notice, communication or documents delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties. Withdrawals of offers and counteroffers will be effective only upon communication in writing.
13. **EFFECTIVE DATE/BUSINESS DAYS:** This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted.
14. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties prior to, at and after the closing.
15. **CONFLICT OF INTEREST:** No officer or employee of the University shall participate in any decision relating to this Agreement which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this Agreement or proceeds thereof.
16. **NOTICES:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the University:

University of Maine System
ATTN: Robin Cyr, Strategic Sourcing Manager
Robinson Hall
46 University Drive
Augusta, ME 04330

With copy to:

University of Maine at Presque Isle
ATTN: Christopher Bell
181 Main Street
Presque Isle, Maine 04769

17. GENERAL PROVISIONS

- a. A COPY OF THIS Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident seller to withhold a prepayment of a capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.

18. **ADDENDA:** ___NO ___YES Explain: _____

SIGNATURES:

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE BUYER:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____


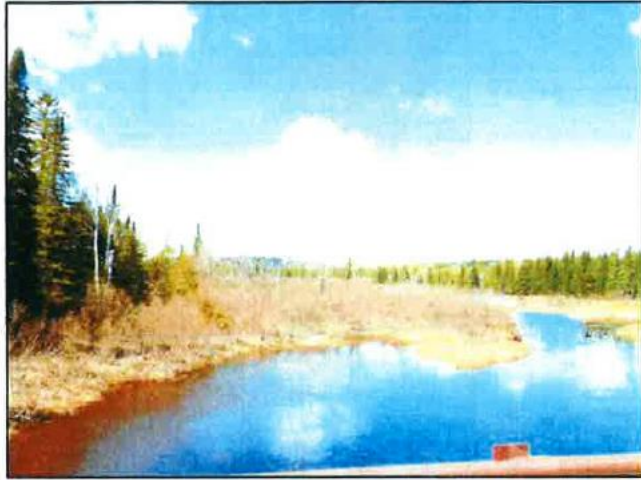

Fax: _____

Date: _____

Tax ID #: _____

Appendix E – New Sweden Property Photos

PHOTOGRAPH ADDENDUM				
Intended User	The University of Maine			
Property Address	Jemtland Road			
City	New Sweden	County	Aroostook	State ME Zip Code 04762
Client	University of Maine at Presque Isle			

	VIEW OF SITE ALONG WEST LINE
	VIEW OF SITE ALONG EAST LINE
	STREET SCENE OF SUBJECT PROPERTY

