

## NOTICE OF INTENT TO SELL REAL ESTATE AND REQUEST FOR BIDS

The Town of Clermont, Marion County, Indiana (the "Town") is desiring to sell real estate owned by the Town. Said real estate more particularly described as:

WILLIAM J SPEERS ADDITION TO MECHANICSBURG 27FT WEND  
L1 & 6FT E END L2

and is commonly known as the street address of 9049 and 9051 Crawfordville Road, Indianapolis, IN 46234. The local Parcel Number of said real estate is 9024639 and the state Parcel Number is 49-05-21137-017.000-504 (the "Real Estate").

The disposal agent for the Town is the Clermont Town Council and the disposal agent has determined the minimum bid for the real estate shall be Two Hundred Thousand Dollars (\$ 200,000.00).

Bids shall be received beginning June 1, 2022. Bids may be mailed to:

Disposal Agent, Town of Clermont

9051 Crawfordville Rd. Indianapolis, IN 46234

The sale shall continue from day to day for a period of sixty (60) days.

The real estate will not be sold to a person ineligible under IC 36-1-11-16

Bids submitted by a trust (as defined in IC 30-4-1-1(a)) must identify: (A) each beneficiary of the trust; and (B) settlor empowered to revoke or modify the trust.

Bids shall be open for public inspection.

After the period for receiving bids has expired, the disposing agent may sell the real estate to the highest and best eligible bidder. The highest and best eligible bidder must have complied with any requirements regarding bids submitted by a trust.

The disposal agent may reject all bids.

The terms and conditions of the sale shall be:

1. The minimum purchase price shall be Two Hundred Thousand Dollars (\$ 200,000.00), US Dollars, paid in cash, at closing.
2. Minimum deposit of five percent (5%) of the gross bid amount paid by certified check payable to the "Town of Clermont" to be mailed by certified mail return receipt requested to the address stated above. Said minimum deposit shall be mailed to the Town within two (2) business days of the dated the bid is accepted by the Town and the Town notifies the successful bidder. Said amount to be refunded in full in the event the transaction does not close due to a defect in title. Said deposit shall be credited against the purchase price at closing.
3. The bid must contain the contact information for the bidder to which the bidder may be noticed by the Seller.
4. That the purchaser takes the property "AS IS" and with all faults and the SELLER MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE PREMISES.
5. That at closing marketable title to the real estate is conveyed to the Purchaser subject to:
  - a. any and all covenants, conditions, plats, agreements, easements, highways, right-of-way(s), ditches, restrictions, assessments, setbacks, and any and all other matters of record;
  - b. to all matters as would be disclosed by an accurate survey and/or inspection of the premises;
  - c. to all matters which are disclosed in a title commitment for an owner's policy of title insurance not affecting the marketability of title;
  - d. zoning ordinances and other governmental restrictions affecting the use of the property;
6. The Town of Clermont may maintain possession of the real estate for a period of not more than 180 days after closing, or such longer or shorter period of time as the parties may mutually agree, in writing, after closing.
7. That a written purchase agreement shall be executed within twenty (20) days following the Town's acceptance of the bid. Said agreement shall set out the terms and conditions as set out herein as well any additional as the parties may mutually agree or the title insurer may require.
8. The closing of the transaction shall occur within ninety (90) days of the notice of bid acceptance.
9. Time is of the essence in all dates included in the bid and the contract for sale.