

# BUYING PROPERTY FROM THE CITY OF RUTLAND

## Application Materials

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### MAKING AN OFFER TO PURCHASE A CITY OWNED PROPERTY

Complete and submit application pieces in accordance with the checklist below. You must include all required attachments; incomplete applications will not be considered.

### APPLICATION CHECKLIST\*

- Read Background Information for Applicants sheet
- Completed Applicant Information and History
- Signed and initialed Property Purchase Agreement
- Completed and signed Offer to Purchase contract
- Completed Development Plan
- Application Signature Page
- Certificate from City Treasurer showing all taxes and fees are current
- Proof of Financing (see below)

*\*All applications must be complete and include all supplemental documents. Incomplete applications will be returned to the applicant. If any information is not applicable, please write "N/A"*

Submit proposals to:

**Planning, Building and Zoning Office**  
City Hall  
PO Box 969  
Rutland, VT 05702

### Questions? Contact:

Tara Kelly, Planning Director 774-7833 tarak@rutlandcity.org

or

Brennan Duffy, Rutland Redevelopment Authority 775-2910 duffyr@rutlandvtbusiness.com

*Effective date: October 10, 2017*

## TYPES OF APPLICANTS

If the applicant is a corporation (nonprofit, for-profit, or religious organization), please provide the Articles of Incorporation, By-Laws, List of Board Officers' names and addresses, Clerks Certificate, Corporate Vote, and 501(c)3 letter (if applicable).

If the applicant is a Limited Partnership, please provide the Agreement & Certificate of Limited Partnership, Authorization by and Authority of General Partner.

If the applicant is a LLC, please provide the Certificate of Organization, Operating Agreement, list of all members and managers, and proof of the entity's authority to enter into the proposed transaction.

## ACCEPTABLE PROOF OF FINANCING

<b>Financing Method</b>	<b>Required Attachment</b>
Personal Assets	Bank, Account Statement, or Bank Letter (See Sample)
Line of Credit	Letter from bank confirming line of credit available
Bank Loan	Prequalification Letter
Personal Loan	Notarized, signed statement indicating their relationship to the buyer and the terms of the loan
Grants or other public funding	Award Letter or other documentation from funding
Any other method the City deems acceptable	To be determined by the City.

### **DISCLAIMERS**

All purchases will be as-is. ANY INFORMATION PROVIDED BY THE CITY MAY BE INACCURATE AND MUST BE INDEPENDENTLY VERIFIED BY A PROSPECTIVE PURCHASER. SUCH INFORMATION IS NOT INTENDED AS A REPRESENTATION OR WARRANTY WITH RESPECT TO A PROPERTY.

The City reserves the right to extend a time period in which applications can be received for any property (or properties), especially if no acceptable offer has been submitted or if the City anticipates receiving multiple offers. The City also reserves the right to reject any and all applications from potential purchasers for any reason (other than for reasons related to race, color, sex, religion, disability, marital status, family status, sexual orientation, age, ancestry, or national origin), without explanation.

# APPLICANT INFORMATION

Applicant or Chief Official / Board President of lead applicant		
Name		
Title		
Org./Company		
Mailing Address		
City, State & Zip		
Phone		Email
Federal ID #		
Designated contact person for this application (if different)		
Name		
Title		
Org./Company		
Mailing address		
City, State & Zip		
Phone		
Email address		
Do you consider yourself (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Developer/Contractor		
Are you or your business based in the City of Rutland? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If purchaser is a corporation, LLC, partnership or any other non-individual entity, please list all officers/managers and owners below.		

# APPLICANT HISTORY

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***Please respond relative to all potential purchasers (including, if applicable, the entity itself and each owner) on this application.***

1. Are there any outstanding judgments filed against you? Yes No
2. Have you declared bankruptcy in the past 7 years? Yes No
3. Has a property you own/owned been foreclosed upon by a bank, lien holder, or a municipality, or given title or deed in lieu of foreclosure in the past 7 years? Yes No
4. Are you currently party to a lawsuit? Yes No
5. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? Yes No
6. If you have checked yes for any of the above questions, please explain (If more space is needed, attach additional pages):
  
  
  
  
  
  
  
  
  
  
7. Do you own or control (in full or in part) or have an interest in any other real estate within the City of Rutland? Yes No

Please list all of the properties in which you have a partial ownership or control through trusts, LLC's or other straw organizations and indicate whether or not each has a valid Certificate of Occupancy.

8. Are there unresolved building code or zoning violations associated with any of these properties?
  - a) Yes No
  - b) If yes, please explain:
  
9. Are there overdue taxes or water bills associated with any of these properties?
  - a) Yes No
  - b) If yes, please explain:

# OFFER TO PURCHASE

- 1) \_\_\_\_\_ (“Purchaser”) agrees to purchase from the City of Rutland all right, title and interest of the City of Rutland (the “City”) in and to the following property:  
**INSERT PROPERTY ADDRESS AND PARCEL #** (the “Property”)
- 2) Purchaser hereby offers the City of Rutland the sum of \$\_\_\_\_\_ to purchase the Property, which shall be fully paid to the City at the time of closing by certified check or money order, made payable to **City of Rutland**.
- 3) Purchaser understands and agrees that Purchaser has either fully examined the Property or has waived Purchaser’s right to examine the Property prior to closing. Purchaser understands that Purchaser is purchasing the Property "As Is" and accepting the Property in the condition the Property will be in on the date of closing.
- 4) Purchaser understands and agrees that any information provided by the City may be inaccurate, is not intended as a representation or warranty with respect to the Property and must be independently verified by Purchaser.
- 5) Purchaser shall indemnify, defend, and hold harmless, the City from and against, any and all liability, suits, consent orders, administrative actions, and claims, arising from the sale of the Property including but not limited to the environmental condition of the Property.
- 6) If the building is not in compliance with the Rutland City Vacant Buildings Ordinance (Title 9, Chapter 16), such violations must be remedied upon purchase of the Property, subject to the satisfaction of the Building Inspector.
- 7) The Property must be rehabilitated in accordance with the development plan as well as State and City codes and ordinances required to permit the proposed end use of the property. This work must be completed within the timeline established in the accepted development plan. Failure to do so may result in penalties of \$100 per day for every day out of compliance. This fine will be levied against the property in the form of a lien on the property.
- 8) If the Property has a building constructed before 1978, the Property may contain lead based paint and the City and Purchaser must execute a Lead-Based Paint Disclosure, which will become a part of the purchase agreement.
- 9) Purchaser acknowledges Purchaser’s responsibility for all due diligence (and associated costs) including performing a title search, researching permits (both State and local) and how they affect the Property, researching all easements, rights of way, access and any and all information regarding the Property. Any outstanding deficiencies identified will be Purchaser’s responsibility.
- 10) Purchaser understands and agrees that the City will deliver a Vermont Quitclaim Deed, prepared by or at the expense of the City.
- 11) Purchaser understands that title is conveyed “As Is” and that the title is likely not marketable nor eligible for title insurance.

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- 12) Purchaser understands that the City will convey the Property subject to any restrictive covenants, easements and rights-of-way.
- 13) Purchaser understands and agrees that the intended use of the Property shall not in any way conflict with the Property's existing legal land use as specified by zoning rules and regulations and all other pertinent Ordinances of the City of Rutland. All relevant permits shall be obtained.
- 14) Purchaser understands and agrees to supply the City with a written statement of Purchaser's intentions for the Property, on the form entitled *Property Purchase & Development Proposal* attached hereto.
- 15) Purchaser agrees that Purchaser will obtain all zoning and building permits required, including any required Certificates of Occupancy.
- 16) Purchaser understands that certain State permits may govern the use of the Property. Purchaser agrees it is Purchaser's responsibility to identify any State permits and obtain those that are required.
- 17) Purchaser represents that there is no real estate broker in this transaction, that no real estate broker or agent has helped bring this sale, and that no commissions will be paid by the City to any broker or agent as result of this sale.
- 18) Purchaser understands and acknowledges that the City has relied on the representations made by Purchaser and agrees and stipulates that if Purchaser has provided any information under this contract to purchase which is incorrect or becomes incorrect at any time during the term of this agreement, the Purchaser shall be deemed in breach of this contract to purchase and the City shall have the right, without additional notices to Purchaser, to declare this contract null and void, and the City shall have the right to retain any and all payments and deposits made by Purchaser with respect to this agreement as liquidated damages by reason of breach of this contract to purchase.
- 19) Should this offer be referred by the review committee to the Board of Aldermen for approval, Purchaser understands a deposit of 10% of the purchase offer shown in #2 of this document shall be submitted in the form of a bank check to the City Treasurer within 3 business days of notification.
- 20) Purchaser understands and agrees that the City reserves the right to retain all money deposited for the purchase of the Property, in the event Purchaser withdraws his/her offer after said deposit has been received.
- 21) Purchaser understands and agrees that the City reserves the right to solicit and accept other offers to purchase the Property until the sale is approved by the Board of Aldermen.
- 22) Purchaser agrees to pay for the recording of the Quitclaim Deed and Vermont Property Transfer Tax Return.
- 23) Purchaser agrees to pay the Vermont Property Transfer Tax in connection with the purchase.
- 24) Purchaser understands and agrees that the acceptance of this offer is contingent upon the full satisfaction of the above terms and conditions, and is not final until approved by the Board of Aldermen. Should the Aldermen not approve this offer, the 10% deposit will be returned to the Purchaser.
- 25) Purchaser understands and agrees that the purchase price stated in this contract is affected by the tax delinquent status of the Property, as well as by the City of Rutland's commitment to restoring the Property to tax-paying status; this price therefore in no way represents the market value or assessed value of the

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Property, unencumbered.

26) No change, modification, amendment, addition or deletion affecting this purchase offer shall be in effect unless documented in writing and signed by both City and Purchaser.

By signing below, I accept the terms contained within this Offer to Purchase:

**Purchaser #1 Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Purchaser #1 Name:** \_\_\_\_\_

**Purchaser #1 SSN or Tax ID# (Required):** \_\_\_\_\_

**Purchaser #2 Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Purchaser #2 Name:** \_\_\_\_\_

**Purchaser #2 SSN or Tax ID# (Required):** \_\_\_\_\_

**Purchaser #3 Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Purchaser #3 Name:** \_\_\_\_\_

**Purchaser #3 SSN or Tax ID# (Required):** \_\_\_\_\_

*Attach additional forms or signatures as needed. See "Types of Applicants" for guidance.*

# PROPERTY PURCHASE AGREEMENT

By initialing the statements below, the applicant indicates their agreement to and understanding of the below clauses. Please read each clause carefully. The applicant may not claim ignorance of the below conditions once initiated. Please sign that you have read and understand these terms.

I/We, \_\_\_\_\_ do hereby understand and agree to the conditions below:

Condition	Initial
I/We understand that the City of Rutland (the "City") has full discretion over whether my application moves forward in the application process, and that the City reserves the right to reject any and all applications from potential purchasers for any reason (other than for reasons related to race, color, sex, religion, disability, marital status, family status, sexual orientation, age, ancestry, or national origin), without explanation.	_____
I/We understand that my/our application cannot be accepted unless all necessary materials, as listed on the title page of this application, are submitted with it. I/We also agree to provide additional information as requested by the City or to withdraw my/our application	_____
I/We understand that by submitting this application, I am/we are indicating to the City my/our intention to buy this property. I/We understand that, if I/we decide to withdraw from the process, I/we must indicate my/our intentions to the City immediately [and the City shall retain all money deposited for the purchase of the Property.]	_____
I/We understand that by submitting this application, I/we agree to defend and indemnify the City, its officers and employees, from any and all damages, claims, suits, regulatory action, litigation and judgments including but not limited to any environmental claims or litigation that arise in any way from sale of this property.	_____
I/We understand and agree that I/we have either fully examined the property or have waived my/our right to examine the property prior to closing. I/We understand that I am/we are purchasing the property "As Is" and accepting the property in the condition the property will be in on the date of closing.	_____
I/We understand and agree that any information provided by the City may be inaccurate, is not intended as a representation or warranty with respect to the property and must be independently verified by me/us.	_____

**Signature(s):**

**Date:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Attach additional forms or signatures as needed. See "Types of Applicants" for guidance.*



# DEVELOPMENT PLAN

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Please provide detailed information on how you intend to use the property you are applying to purchase. If applicable, attach drawings, site plans, contractor quotes, etc. Attach extra pages if necessary.

1. Property Address: \_\_\_\_\_

Intended property use (check all that apply):

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Demolition       | <input type="checkbox"/> Rehabilitation     | <input type="checkbox"/> Owner Occupant           |
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Green Space        | <input type="checkbox"/> Resale to Owner Occupant |
| <input type="checkbox"/> Parking          | <input type="checkbox"/> Residential Rental | <input type="checkbox"/> Commercial               |
| <input type="checkbox"/> Yard Expansion   | <input type="checkbox"/> Other              |   |

2. Please attach a detailed description of your plans for the property you are applying to purchase:

3. Is the final use of the property allowed according to current zoning rules for the parcel?  
*(Please consult Zoning Administrator when responding to this question.)*

4. Which permits will be needed to develop the property in the manner you anticipate?

5. Will you be asking for any waivers or variances?

6. What is the anticipated cost of development for your project?

7. What is your source of financing for the **purchase** of the property?

- Loan/Line of Credit
  - Personal/Company Assets
  - Grants or other public funding
  - Other (please explain)
- 

8. What is your source of financing for **development** of the property?

- Loan/Line of Credit
  - Personal/Company Assets
  - Grants or other public funding
  - Other (please explain)
- 

9. Provide an expected timeline for development:

10. By what timeframe (6 months, one year...) from the date of approval will you complete this plan and bring the property into compliance with all City and State codes? (NOTE: this is the timeframe that will be used in #7 of the Offer to Purchase form in this packet.)

11. Describe how your project will benefit the surrounding neighborhood:

12. Explain how you will maintain the property once you become the owner and your project is complete:

# SIGNATURE PAGE

I/We hereby certify to the truth of the matters contained in this application and supplemental documents provided to purchase a City Owned Property. I/We agree to provide any other related information or documents upon request. I/We understand and acknowledge that the City will rely on the representations made by me/us and I/we agree and stipulate that if I/we have provided any information which is incorrect or becomes incorrect at any time during the process, the City shall have the right to disqualify me/us, declare any contract null and void, and retain any and all payments and deposits made by me/us with respect to this application as liquidated damages. I/We certify that I/we have read and understand all statements in the City-owned property Offer to Purchase.

**Purchaser #1 Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Purchaser #1 Name:** \_\_\_\_\_

**Purchaser #2 Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Purchaser #2 Name:** \_\_\_\_\_

**Purchaser #3 Signature(s):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Purchaser #3 Name:** \_\_\_\_\_

*Attach additional forms or signatures as needed. See "Types of Applicants" for guidance.*