

**Acknowledgement of Conditions to Competitive Bidding for Real Estate  
Offered by the City of New London, IA in the South Pine Street Urban Renewal Area**

The City of New London (the “City”) proposes to sell lots within the City’s South Pine Street Urban Renewal Area to private persons or developers willing to construct new residential units on the particular lots within 18 months of the Closing Date of the sale. The City proposes to sell each lot to the highest bidder, provided the bidder agrees to the below conditions prior to placing a bid on a lot, and subject to execution of a detailed purchase, sale, and development agreement in substantially the form attached hereto, subject to modifications and negotiations as deemed appropriate by the City and the City’s legal counsel.

Conditions to Competitive Bidding: In addition to the bid placed by bidder for any lot, the following terms and conditions apply to each bid placed:

- A. The minimum bid on each lot is \$15,000.
- B. The acceptance of any bid by the City is subject to the execution of a detailed purchase, sale, and development agreement in substantially the form attached hereto, subject to modifications and negotiations as deemed appropriate by the City and the City’s legal counsel.
- C. The Closing Date for each lot shall be determined individually and will be determined by the terms of the purchase, sale, and development agreement for the lot.
- D. The bidder must be willing to construct a single-family house on the property within 18 months of the Closing Date established in the purchase, sale, and development agreement. If bidder fails to complete construction within 18 months of the Closing Date, the City may retake title to the property through a reversionary right.
- E. The lot and any improvements constructed thereon will not be eligible for any property tax abatement programs (i.e., urban revitalization) for the project.
- F. By signing this acknowledgement, the bidder represents and warrants that the bidder has no outstanding or overdue taxes, fines, liens, or other obligations due to the City.
- G. No bid or resulting contract (or any provisions or such contract) may be assigned, sublet, or transferred by the bidder without the written consent of the City. Subject to the foregoing, any contract will be binding upon and will inure to the benefit of the parties and their respective successors and assignees.
- H. The City may reject any and all bids submitted.
- I. In accordance with applicable federal and/or state law, it is the policy of the City of New London, Iowa not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, disability, age, or religion in its programs, activities, or employment practices. If the bidder has questions or grievances related to compliance with this policy by the City, the bidder may contact the City or the appropriate federal or state agency.
- J. The terms and conditions of this competitive bidding process and any resulting contracts shall be construed in accordance with the laws of the State of Iowa. Any litigation arising between the parties related to this competitive bidding process or any resulting contract

shall be initiated and maintained only in the appropriate federal or state court for Henry County, Iowa.

- K. Each lot is subject to the Restrictive Covenants for the Pine Street Subdivision – First Addition, New London, Iowa, recorded in the Henry County Recorder’s records at Book 2020 Page 0194, copies of which are on file at City Hall.

**Bid Submission and Selection Process:** The City shall accept bids on each lot from February 13, 2020 at 7:30 A.M. until March 17, 2020 at 4:00 P.M. (the “Close of Bidding”). Bids must be submitted to the City Clerk in person at City Hall (M-F, 7:30 am to 4:00 pm).

Only bidders signing this Acknowledgement shall be permitted to place bids. At the Close of Bidding, the City Clerk and City’s legal counsel will prepare a purchase, sale, and development agreement for the highest bid on each lot. The City Clerk will contact each highest bidder using the contact information provided by bidder with a copy of the prepared purchase, sale, and development agreement. Following the bidder’s receipt of the agreement, the bidder shall have 10 business days to sign the agreement and return the signed agreement to the City Clerk. If the highest bidder fails to respond within said timeframe, then the offer to the highest bidder will expire and the City Clerk may contact the next highest bidder for the lot, if any, in the same manner. Following the City Clerk’s receipt of a signed agreement from a bidder, proceedings to approve the Agreement will be presented to the City Council.

The final award of the project shall not be approved until a purchase, sale, and development agreement between the City and the selected developer has been negotiated, agreed upon, and approved and executed by the City, subject to all City legislative processes related to approving the sale of the property and the execution of the agreement, including public hearing requirements.

**Note:** The contact information provided below will be the contact information used to send the prepared purchase, sale, and development agreement to you if you have the winning bid.

**The undersigned has read the contents of this acknowledgement and hereby acknowledges agrees to the conditions related to the competitive bidding process stated herein.**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CONTACT INFORMATION:**

Mailing Address: \_\_\_\_\_  
Street Address City State Zip Code

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_