

LEGAL NOTICE

PUBLIC AUCTION

In furtherance of an Ordinance Regarding the Conveyance of Real Property known as 275 Maple Avenue ordained by the Town Council of Montville, Connecticut on June 11, 2007, the undersigned will sell at Public Auction on the premises on October 13, 2012 at 10:00 a.m. certain real property, together with improvements thereon located, more particularly bounded and described in **Exhibit A** attached hereto and incorporated herein. Said property is being sold and is subject to the terms of sale as specified in the Town of Montville bid package available at:

Montville Town Hall
Director of Finance
Finance Department
310 Norwich-New London Turnpike
Uncasville, CT 06320
(860) 848-3030 ext. 314
www.townofmontville.org

Each bidder shall be required to deposit cash or a certified or bank cashier's check or a money order in the amount of \$2,500, which deposit shall constitute a down payment toward the final purchase price.

The Town of Montville shall have the right to reject any and all bids at any time within thirty (30) days of the auction. Upon rejection the deposit will be returned to the bidder within five (5) business days from the date of rejection. Similarly, the Town of Montville shall have thirty (30) days to accept or reject said bid. **The Town of Montville is not required to accept the highest bid.** Notification of acceptance or rejection shall be in the form of written notice.

BID PACKAGE

1. The Town of Montville has an interest in a certain piece or parcel of land known as a 275 Maple Avenue, Assessor's Map 82. The property is comprised of .58 acres, more or less, and is more particularly described in **Exhibit A** attached hereto.
2. The property shall be sold at public auction by the *Finance Director or Tax Collector* on October 13, 2012 at 10:00 a.m., said auction to take place on the premises. The property will be available for inspection on said date at 9:45 a.m.
3. Each bidder shall be required to deposit cash or a certified or bank cashier's check or a money order in the amount of \$2,500, which deposit shall constitute a down payment toward the final purchase price. The party submitting the highest bid shall be required to execute a bond for deed in form as attached hereto, the provisions of which are incorporated herein. The Town of Montville shall have the right to reject any and all bids at any time within thirty (30) days of the auction. **The Town of Montville is not required to accept the highest bid.** Upon rejection of a bid the deposit will be returned to the bidder within five (5) business days from the date of notice of rejection.
4. The property is being sold subject to all applicable building and zoning, environmental, inland wetlands and other land use rules, ordinances, codes and regulations of the Town of Montville, the State of Connecticut and the United States of America, as well as any and all provisions of any public or private law, restrictions or conditions and such facts as an accurate survey and inspection of the premises might reveal. The property is being sold in "where is" and "as is" condition. The Town of Montville makes no representations or warranties, either express or implied, regarding the property, including, but not limited to, that the property has access to a public highway. Potential bidders are encouraged to discuss the bidding process and the property with their attorney, to perform a title search of the property prior to bidding as well as to perform any other due diligence that is deemed by them to be appropriate.
5. The property is being sold subject to no financing or any other contingency. The closing must occur no later than thirty (30) days from the date of written notice of acceptance. Time shall be of the essence of this provision. In the event the successful bidder is either unable or unwilling for any reason to consummate the sale by that date, the deposit previously paid will be immediately declared forfeited as liquidated damages and the Town of Montville shall, at its sole discretion, be permitted to again attempt the sale of the property or retain the same, or offer the same to any of the bidders who were previously rejected.
6. The property is being sold subject to those conditions contained within the attached bond for deed

EXHIBIT A

First Piece: that certain pieces of parcel of land with the buildings and improvements thereon, situated on the Easterly side of Maple Avenue, in the Town of Montville, County of New London and State of Connecticut, bounded as follows: Beginning at an iron pipe in the easterly line of Maple Avenue at the northwesterly corner of land now or formerly of Charles Bogue, and running thence N 67 degrees East by said Bogue land along the face of a bank 116 feet to remaining land of Joseph E. and Stephen J. Stepanik; thence by said Stepanik land North 31 degrees West, 103 feet to a stake; thence North 51 degrees 30" W, 122 feet by land of Roger Bonville to a stake in the easterly line of Maple Avenue; and thence by the easterly line of Maple Avenue; and thence by the easterly line of Maple Avenue a distance of 232.6 feet. Being the same premises conveyed to Raymond L. Dawson by Marjorie A. Fisher by Warranty Deed dated Dec. 16, 1980 and recorded in the Montville Land Records, and thence on September 13, 1995 was conveyed to Raymond L. Dawson and Faye M. Dawson as joint tenants and recorded on September 23, 1995 in Vol. 167, Pg.584 of the Montville Land Records.

Second Piece: A certain tract or parcel of land lying Easterly of Maple Avenue in the Town of Montville, County of New London, State of Connecticut, bounded and described as follows: Beginning at a drill hole set in the remains of a retaining wall at the Southeast corner of land of Raymond Dawson, said drill hole being North 60 degrees 58' 10" East 116.00 feet from an iron pipe at the Southwesterly end of said remains of retaining wall on the Northeasterly line of Maple Avenue and running thence North 60 degrees 58' 10" East 36.82 feet to a point located 20 feet Southwesterly from the centerline of the right-of-way property of the Canadian National Railways (Central Vermont Division) bounded Southeasterly by Land of Thomas A. and Janice DeFord; thence North 19 degrees 59' 23" West on a line Southwesterly from the parallel to said Railways centerline 99.15 feet to an iron pipe of Land of Bonville Brothers, Inc.; thence South 67 degrees, 57' 11" West 50.83 feet to an iron pipe at other Land of Raymond Dawson, bounded Northwesterly by Land of Bonville Brothers, Inc.; thence South 27 degrees 57' 30" East 104.12 feet to the drill hole at the beginning, bounded Southwesterly by Land of said Dawson. Containing 4,435 sq. ft. Reference is made to "Plan of Property of Raymond Dawson, Maple Avenue, Montville, Connecticut, Scale 1"=20; King and Mullen, Land Surveyors, Norwich, Connecticut, June 8, 1982."

BOND FOR DEED

THIS AGREEMENT made and concluded this 30th day of October 30, 2010, by and between the TOWN OF MONTVILLE, a municipal corporation existing under the laws of the State of Connecticut, (hereinafter referred to as "Seller"), and _____ of the Town of _____, County of _____ and State of _____ (hereinafter referred to as "Buyer").

WITNESSETH:

That the said Seller, in consideration of the sum of _____ (\$ _____) to it paid by the said Buyer in the form of cash, a certified check or bank cashier's check or money order (the receipt of which is hereby acknowledged), the said Seller will make and deliver to the said Buyer no later than thirty (30) days from the date of written notice of acceptance of the Buyer's bid, a quitclaim deed in the usual form of a certain piece, parcel or tract of land, together with all buildings and improvements thereon, if any, situated, in the Town of Montville, County of New London and State of Connecticut, known as **275 Maple Avenue, Assessor's Map 082** and being more particularly bounded and described as set forth in **Exhibit "A"** attached hereto and incorporated herein (the "premises.") This agreement is subject to the provisions of the bid package attached hereto and incorporated herein, including but not limited to, the Seller's right to reject the bid.

IN CONSIDERATION WHEREOF, the said Buyer does hereby promise and agree to and with the said Seller that he/she/it will, on or before the said date hereinabove set forth, pay to the Seller the further sum of **DOLLARS** (\$ _____), in addition to the payment already made, being the balance of

the purchase money hereby agreed for the said tract or parcel of land, by certified check, cashier's check, bank check or money order on the date of transfer and closing.

1. It is expressly understood and agreed by and between the parties hereto that the Seller has made no representations regarding the condition of the premises and that the premises is being sold subject to all applicable building and zoning, environmental, inland wetlands, and other land use rules, ordinances, codes and regulations of the Town of Montville, the State of Connecticut and the United States of America, as well as any and all provisions of any public or private law, restrictions or conditions and such facts as an accurate survey and inspection of the premises might reveal. Real property taxes on the Grand List of October 1, 2009 will be pro-rated commencing on date of closing. The Buyer will be responsible for taxes in the subsequent year. Determination of the pro-rated assessment shall be made by the Assessor of the Town of Montville, which determination shall be binding upon the Buyer. In this regard, the terms and provisions of Section 12-81a of the Connecticut General Statutes shall govern.

3. It is expressly understood and agreed by and between the parties hereto that the premises is being sold in "where is" and "as is" condition. The Seller has made no representations or warranty, either express or implied, regarding the premises, including, but not limited to, that the premises has access to a public highway.

4. It is expressly agreed and understood by and between the parties hereto that the transfer of title shall occur within thirty (30) days of written notice of acceptance of the Buyer's bid. ***Time is of the essence in this regard and performance by Buyer hereunder is not conditioned upon financing or any other contingency it being understood that Buyer has performed, or has had the opportunity to perform, due diligence relative to the premises prior to signing this agreement.***

AND IT IS FURTHER AGREED that if the said Buyer shall fail to close on the premises within thirty (30) days of written notice of acceptance of the Buyer's bid, said Buyer shall immediately, and without any further notice, forfeit all claims to the premises described herein, and all monies paid in pursuance of this agreement shall be forfeited and shall remain with the Seller. The Buyer shall not record this agreement on the Town of Montville land records. In the event that Buyer does record this agreement on the land records, and in the event that the Buyer does not close on the premises within the time limit hereinbefore set forth, Buyer hereby consents to the Seller recording a release of the recorded agreement on the Montville land records, which release has, on this date, been signed by Buyer to be held in escrow by Seller.

In the event that the Seller is required to retain the services of an attorney to enforce any provisions of this Agreement, the Buyer shall be responsible for the Seller's reasonable legal fees and costs, irrespective of whether or not any suit is commenced to enforce the terms of this Agreement.

Any and all written notices shall be sent to the Buyer at:

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals, and to the duplicate instrument of the same tenor and date, at Montville, Connecticut, on the day and year first above mentioned.

