

**LEGAL NOTICE  
PUBLIC AUCTION**

In furtherance of an *Ordinance Regarding the Conveyance of Real Property Located at 314 Route 163* and passed by the Town of Montville, Connecticut on June 8, 2009, the undersigned will sell at Public Auction on the premises on October 13, 2012 at 11:00 a.m. certain real property, together with improvements thereon located, if any, 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  
310 Norwich-New London Tpke.  
Uncasville, CT 06382  
(860) 848-3030  
[www.townofmontville.org](http://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 \$2,500.00, 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 **314 Route 163**. The property is more particularly described in **Exhibit A** attached hereto.
2. The property shall be sold at public auction by the *Director of Finance or the Tax Collector* on October 13, 2012 at 11:00 a.m., said auction to take place on the premises. The property will be available for inspection on said date at 10:45 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 \$2,500.00, 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

All such right, title, interest, claim and demand whatsoever as the said grantor has or ought to have in or to the following described parcels of land, with the buildings thereon, located in said Town of Montville;

First Parcel: Beginning at a merestone at its southwesterly corner, which is also the southwesterly corner of land of National Properties, Inc.; thence run generally northerly by and along said National Properties, Inc. land 120 feet to an iron pipe and land now or formerly of John and William Zaist; thence northwesterly by and along said now or formerly Zaist land 102 feet, more or less, to land now or less, to land now or formerly of Joseph Bousseau; thence southwesterly by and along said now or formerly Joseph Bousseau land 120 feet to land of Paul and Lora Chagnon; thence southwesterly by and along said Paul and Lora Chagnon land 102 feet, more or less, to the merestone and the point of beginning. Being a portion of the premises described in a deed recorded in Vol. 52, Page 468 of Montville Land Records.

Second Parcel: Beginning at a merestone set in the westerly line of the Road leading from Uncasville to Oakdale, at the northeast corner of land heretofore conveyed by this grantor's predecessor to R.C. Burchard and thence running by compass S. 61°-22' W. 99.2 feet to another merestone; thence northerly by and along said Burchard land 165 feet to a drill mark on the southerly face of the dam on other land of this grantor's predecessor; thence easterly by and along the face of the dam 27.3 feet to a corner of an offset wall; said point being 27.9 feet northerly from the northwest corner of the Tube Shop on the land conveyed; thence N. 23°-21' W. 124.3 feet to a drill mark on a ledge 2 feet southerly from the southerly side of a dwelling house on the remaining land of this grantor's predecessor; thence N. 50°-15'E. (in a line parallel to said house) 22.4 feet, more or less, to the above mentioned highway; thence southeasterly by and along said highway 294 feet to the merestone at the point of beginning. Excluding riparian rights. Being the same premises described in a deed recorded in Vol. 37, Page 474 of Montville Land Records.

**BOND FOR DEED**

**THIS AGREEMENT** made and concluded this 13<sup>th</sup> day of October, 2012, 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 Two Thousand Five Hundred and 00/100 (**\$2,500.00**) Dollars 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 **314 Route 163**, 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, 2011 will be pro-rated based on the assessment year commencing on said date. For example, should the closing be held on September 1, 2012, the Buyer will be responsible for pro-rated taxes on the October 1, 2011 grand list for the period commencing September 1, 2012 through June 30, 2013. 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.

Signed, Sealed and  
Delivered in the presence of:

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

TOWN OF MONTVILLE

By: \_\_\_\_\_  
Terry Hart  
Its Director of Finance

\_\_\_\_\_  
Buyer

STATE OF CONNECTICUT        )  
  )  
COUNTY OF NEW LONDON        )        ss. Montville

On this 13<sup>th</sup> day of October, 2012, personally appeared Terry Hart, Direct of Finance of the Town of Montville, signer and sealer of the foregoing instrument who acknowledged that she executed the same as her free act and deed in said capacity, before me.

\_\_\_\_\_  
Notary Public  
Commissioner of Superior Court  
My Commission Expires:

STATE OF CONNECTICUT        )  
  )  
COUNTY OF NEW LONDON        )        ss. Montville

On this 13<sup>th</sup> day of October, 2012, personally appeared \_\_\_\_\_, signer and sealer of the foregoing instrument who acknowledged that he/she executed the same as his/her free act and deed, before me.

\_\_\_\_\_  
Notary Public  
Commissioner of Superior Court  
My Commission Expires:

