



City of Milford, Connecticut

Founded 1639

Notice

City of Milford
Office of the Mayor
110 River Street – Milford, CT 06460
Tel 203-783-3201 FAX 203-783-3329

- FOR SALE -

Notice is hereby given that a public auction
for the sale of the following city properties

WAY STREET (25/217/7)
WAY STREET (25/217/8)
WAY STREET (25/218/8)
WAY STREET (25/218/10)
WAY STREET (25/218/12)
WAY STREET (25/218/13)
HARRIET AVENUE (25/216/20)
WESTMOOR ROAD (30/644/8)

will be held at City Hall (Aldermanic Chambers)
110 River Street, Milford, CT
Tuesday, July 19, 2011 @ 4:00 p.m.

Bidding instructions may be obtained from the Purchasing Department
or downloaded at www.ci.milford.ct.us .
Click on "City Departments", select "Purchasing"
then "Current Bids".

Bid security in the form of a Certified Check
Payable to the City of Milford
in the amount of \$500.00 (per parcel)
is required at the time of registration.

The City of Milford reserves the
right to reject any and all bids or any part thereof for any
reason, or to waive defects in same as may be in the best interests of the City

INSTRUCTIONS

If you download bid packages from the City website at www.ci.milford.ct.us it is your responsibility to ensure that you have current information. Click on the "Changes in Bids" icon for any applicable addenda prior to the date of public auction.

The City is not responsible for data or transmission errors.

Bidders must satisfy themselves by personal examination of the location of the property and by whatever other lawful means as they may wish as to the actual conditions and requirements of the specifications.

Anyone wishing to participate in the bidding must register with the City of Milford's agent and/or representative third (30) minutes prior to the auction and present for the City of Milford's agent and/or representative's examination a certified or bank check in the amount of Five Hundred Dollars and No/100 (\$500.00) for each parcel auction in which bidders will participate.

Qualified bidders will be issued numbers, and bidding will be conducted and recorded by those numbers. The successful bidder will be required to deposit the check with the City of Milford's agent and/or representative at the conclusion of the auction.

All bids must be in increments of \$100.00. If a minimum bid satisfactory to the City of Milford is not offered, the City reserves the right to withdraw the property from auction. Final bid may be subject to Board of Alderman approval.

The successful bidder must be prepared to sign a sales contract immediately upon the conclusion of the auction and to pay the balance of the purchase price within thirty (30) days after the auction TIME BEING OF THE ESSENCE. The deposit will be forfeited if the successful bidder fails to complete the transaction within the thirty-day period.

The property is being sold "as-is", subject to no contingencies whatsoever and without any adjustments. The City of Milford and/or its representatives makes no warranties, either express or implied, concerning the property's condition, and no adjustments will be made for any defects that may be discovered after this date. The City of Milford and/or its representatives makes no representations of any kind as to the environmental condition of the property. All bids are to be made based on the bidder's own information and knowledge of the property, learned through his or her own efforts, and not on any representation or comments made by the City of Milford and/or its representatives.

The City of Milford reserve the right to accept or reject any or all bids or proposals for any reason, to waive any technicality and to accept the proposal of the bidder deemed to be in the best interests of the City of Milford.

Successful bidder shall not have the right to assign any rights he may have to purchase said property without the written consent of the City of Milford. Conveyance will be by statutory form of quit claim deed. City will provide completed real estate conveyance tax return certifying that transfer is tax exempt.

Successful bidder will be required to obtain his/her own title search of the property. The City does not warrant title and will not provide or sign title affidavits. Successful bidder will be required to obtain his/her own certificate of zoning compliance for the property.

Questions may be directed to the Office of the City Attorney, 110 River Street, Milford, CT 06460, Tel. 203-783-3250, between 9:30 a.m. and 4:00 p.m. daily.

GENERAL SPECIFICATIONS

SALE OF CITY PROPERTY

The properties for sale consist of the following:

- 1) A parcel of land totaling approximately .05 acres, more or less, located at Way Street (Map 25, Block 217, Parcel 7) and acquired by the City of Milford on May 19, 2004. The property is located in an R-12, Residential Zone.
- 2) A parcel of land totaling approximately .09 acres, more or less, located at Way Street (Map 25, Block 217, Parcel 8) and acquired by the City of Milford on May 19, 2004. The property is located in an R-12, Residential Zone.
- 3) A parcel of land totaling approximately .05 acres, more or less, located at Way Street (Map 25, Block 218, Parcel 8) and acquired by the City of Milford on December 7, 1978. The property is located in an R-12, Residential Zone.
- 4) A parcel of land totaling approximately .05 acres, more or less, located at Way Street (Map 25, Block 218, Parcel 10) and acquired by the City of Milford on September 18, 1968. The property is located in an R-12, Residential Zone.
- 5) A parcel of land totaling approximately .09 acres, more or less, located at Way Street (Map 25, Block 218, Parcel 12) and acquired by the City of Milford on May 19, 2004. The property is located in an R-12, Residential Zone.
- 6) A parcel of land totaling approximately .05 acres, more or less, located at Way Street (Map 25, Block 218, Parcel 13) and acquired by the City of Milford on April 29, 2005. The property is located in an R-12, Residential Zone.
- 7) A parcel of land totaling approximately .05 acres, more or less, located at Harriet Avenue (Map 25, Block 216, Parcel 20) and acquired by the City of Milford on May 19, 2004. The property is located in an R-12, Residential Zone.
- 8) A parcel of land totaling approximately .14 acres, more or less, located at Westmoor Road (Map 30, Block 644, Parcel 8) and acquired by the City of Milford on March 14, 2003. The property is located in an R-12, Residential Zone.

Information regarding zoning requirements may be found in the Zoning Regulations of the Planning & Zoning Board. Said properties are subject to the following:

- Building lines, if established, all laws, ordinances, governmental regulations, including building and zoning ordinances affecting said premises.
- Any dwelling to be constructed on the premises must comply with the City of Milford zoning and building regulations and is restricted to a single-family residence. Use of the premises will be restricted to single family residential use only.
- Such state of facts as would be disclosed by a current, accurate survey and physical inspection of the premises.
- Any and all covenants, easements, restrictions, rights of way, caveats, agreements, permits, variances and declarations as of record may appear.
- Successful bidder(s) shall sign a Hold Harmless Agreement concerning title and/or marketability of the properties at the time of closing.

Properties are to be conveyed by Statutory Quit Claim Deed and "as is."

The City does not make any representations or warranties regarding the condition of the premises.

No warranties or representations are made by the City regarding the ability of any purchaser to obtain zoning approvals, Inland/Wetlands approval, Sewer Commission approval, Health Department approval or Building Department approval to develop this property or to build on this property.

Further, the City makes no guarantee or warranty of any use or possible use of the land.

- end of specifications -

BOND FOR DEED

THIS AGREEMENT, made and concluded this _____ day of _____, 2011, by and between CITY OF MILFORD a municipal corporation organized and operating under the laws of the State of Connecticut, acting herein by James L. Richetelli, Jr., Mayor, duly authorized by vote of the Board of Aldermen on _____, 2011 (hereinafter referred to as "Seller"), and _____ of the Town/City of _____, County of _____ and State of _____ (hereinafter referred to as "Buyer").

WITNESSETH:

That the said Seller in consideration of FIVE HUNDRED DOLLARS (\$500.00) AND N0/100 to it paid by the said Buyer in the form of cash or certified or bank check, the receipt of which is hereby acknowledged, and in further consideration of the promises of the said Buyer that immediately upon the faithful performance of the said agreement hereinafter made, it, the said Seller will make and deliver to the said Buyer within 30 days of this date a good and sufficient Quit Claim Deed, containing the usual covenants in such deeds contained, of a certain piece, parcel or tract of land situated in the City of Milford, County of New Haven and State of Connecticut, being more particularly described in Schedule "A" which is annexed hereto and made a part hereof. Said premises are more commonly known as _____. Said premises are to be sold further subject to the building lines and zoning regulations of the City of Milford; any and all provisions of any ordinance, municipal regulation, public or private law, such conditions as a detailed survey might disclose; any current sewer and sidewalk assessments, pending assessments, for which a lien or liens have not as yet been filed with the City or Town Clerk's Office; all taxes owed to the City of Milford; and any and all covenants, easements, restrictions, rights of way, caveats, agreements, permits, variances and declarations as of record may appear, a fence encroachment on the southwesterly boundary of the property and a united states postal service mail box encroach on the northeasterly corner of the property. Buyer agrees to execute the attached Hold Harmless Agreement at the time of closing.

IN CONSIDERATION WHEREOF, the said Buyer does hereby promise and agree to and with the said Seller that Buyer will, within 30 days of the date hereinabove set forth, pay to the said Seller the further sum of _____ DOLLARS (\$ _____), in addition to the payment already made, being the balance of the purchase money hereby agreed upon for the aforementioned parcel of real property and improvements thereon, in manner and form as follows:

1. In cash or bank cashier's check on the date of transfer and closing;
2. The Buyer assumes and agrees to pay all outstanding taxes due the City of Milford, if any;
3. It is expressly understood and agreed that the Buyer has examined the premises and that said Buyer is fully satisfied with the condition thereof and that neither the Seller nor any representative of the Seller has made any representations upon which the Buyer relies, with respect to the condition of the property.
4. It is expressly understood and agreed by and between the parties hereto that the transfer of title shall be within thirty (30) days from the date of this Bond for Deed TIME BEING OF THE ESSENCE. Said deed shall be delivered at the office of the City Attorney, 110 River Street, Milford, CT 06460, upon receipt of all aforementioned payments.

AND IT IS FURTHER AGREED that if the said Buyer shall fail to make the several payments, or any of them as hereinbefore stated, said Buyer shall forfeit all claims to the premises described herein, and all monies paid in pursuance of this agreement.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN TESTIMONY WHEREOF, the parties have set their hands and seals, and to the duplicate instrument of the same tenor and date, at Milford, Connecticut, this ____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Buyer
Its _____, duly authorized
SS#/EIN#: _____

Buyer
SS#: _____

CITY OF MILFORD:

BY: _____
James L. Richetelli, Jr., Mayor

STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN)

: SS: Milford

, 2011

On _____, 2011, before me, the undersigned officer, personally appeared, _____ signer(s) and sealer(s) of the foregoing agreement, who acknowledged the same to be _____ free act and deed and , before me.

IN WITNESS WHEREOF, I hereunto set my hand and official Seal.

Commissioner of the Superior Court
Notary Public

My Commission Expires:

SCHEDULE "A"

TO BE ATTACHED AT TIME OF AUCTION

