

I. HOW DOES THE CITY SELL PROPERTIES?

THE CITY DISPOSES OF TAX TITLE PROPERTIES IN THREE (3) WAYS:

- 1. <u>REQUEST FOR PROPOSALS (RFP)</u> Some properties have characteristics that make them more suitable for certain type of development, maintenance or disposition. The RFP process enables applicants to provide information to the City about the proposed use & the City is able to weigh various competing factors based on measures other than just the price offered for the property.
- 2. <u>ABUTTER LOT SALE PROGRAM (ALP)</u> When a parcel is valued under \$35,000 & the City has determined it is not needed for another public purpose, the lot <u>may</u> be sold through the Abutter Lot Sale Program.
- 3. <u>MUNICIPAL TAX TITLE AUCTION</u> Throughout the year, the City holds Public Auctions of properties & lots. This workshop will focus on auction sales.

II. HOW ARE PROPERTY SALES ADVERTISED?







PUBLIC AUCTION

Thursday, Nov. 7 at 6:00 PM Springfield City Hall, 36 Court St Registration Begins at 4:30 PM

26 City-owned properties on the auction block:

8 RESIDENTIAL & 1 COMM'L - OPEN HOUSE SATURDAY, NOV. 2*

OPEN 10AM-12PM

- · 21 Greenwich St.
- 58 Itendale St.
- . 519 Union St & Adj. Lot
- . 65 Maynard St

OPEN 1-3PM

- 70 Amore Rd
- 38 Lafayette St**
- 305 Rosewell St
- 241 Main St Indian Orchard
- 26-28 Terrence St No Open House*

16 VACANT LOTS - GREAT OPPORTUNITIES FOR BUILDERS/DEVELOPERS

- WS Bowles St (01692-0013)**
- NS Brigham St & SS Walnut St (3 Lots) (01870-0002 & 3 & 11952-0065)
- WS Buckingham St (02042-0022)***

**Located in National Register District

- SS Chester St (02730-0026)
- WS College St (03020-0021)
- ES Colonial Ave (03040-0021)

- WS Milton St (08710-0009)
- NS Newland St (09010-0036)
- . WS Northampton Ave (09130-0003)
- NS Patton St (09557-0014)
- NS Westford Cir (12199-0013)
- ES Willard Ave (12295-0027)
- ES Willard AVE (12295-00
- SS Walnut St (2 Lots) (11952-0062 & 63)

***Located in Local Historic District

TERMS: \$5,000 DEPOSIT BY BANK CHECK payable to the CITY OF SPRINGFIELD; 5% Buyer's Premium. Inventory subject to change. Other terms announced at auction. Visit web or call for auction information.

Sec

Sullivan-Auctioneers.com • 617-350-7700



https://www.springfield-ma.gov/housing/ & https://www.springfield-ma.gov/finance/

1. Auction Flyers are posted:

- ✓ At City Hall
- ✓ On the Office of Housing & the Admin & Finance Website
- At District Court

2. The CITY posts THE CUSTODIAN'S NOTICE OF SALE at:

- District Court, 50 State Street and
- City Hall, 36 Court Street a couple of weeks prior to the auction.

THE CUSTODIAN'S NOTICE INCLUDES:

- A description of all properties being sold at auction and may include:
 - ✓ Property restrictions, such as PROPERTY USE LIMITATIONS
 - ✓ Consolidation requirements, such as an ANR PLANS & CONSOLIDATION DEEDS or
 - ✓ Development Requirements, such as installation of a roadway for undeveloped areas.

COMMONWEALTH OF MASSACHUSETTS CITY OF SPRINGFIELD OFFICE OF THE TAX TITLE CUSTODIAN

CUSTODIAN'S NOTICE OF SALE OF PROPERTY ACQUIRED BY FORECLOSURE OF TAX TITLE

To the former owners of record and to all others concerned:

Notice is hereby given that on commencing at 6:00 p.m. at Springfield City Hall, 36 Court Street, School Committee Chambers, 2nd Floor, Room 220, Springfield, Massachusetts, acting on behalf of the City of Springfield and in accordance with the provisions of Massachusetts General Laws Chapter 60, I shall offer for sale at public auction the hereinafter described properties acquired by said City by foreclosure of the tax title thereon:

LOCATION & DESCRIPTION OF PROPERTIES TO BE SOLD: A parcel of land with any buildings or improvements thereon, containing about \$,400 sq. ft., and being described as Parcel No. Assessors, City of Springfield and being further described in the Hampden County Registry of Deeds in Book Page For title, see also Book Page A parcel of land with any buildings or improvements thereon, containing about 5,000 sq. ft., and being described as Parcel No. Assessors, City of Springfield, and being further described in the Hampden County Registry of Deeds in Book Page For title, see also Book Page Development of this property will be limited to a two-family residence only (Note: Property card states dwelling is a three (3) family, but three (3) family is not permitted). A parcel of land with any buildings or improvements thereon, containing about 5,000 sq. ft., , and being described as Parcel No. in the Office of the Assessors, City of Springfield, and being further described in the Hampden County Registry of Deeds in Book Page For title, see also Book Page A parcel of land with any buildings or improvements thereon, containing about 5,665 sq. ft., and being described as Parcel No. Assessors, City of Springfield, and being further described in the Hampden County Registry of Deeds in Book Page For title, see also Book Page This property is located in a National Register District. A parcel of land with any buildings or improvements thereon, containing about 4,095 sq. ft., and being described as Parcel No.

Assessors, City of Springfield, and being further described in the Hampden County Registry of

need to obtain a special permit in order to re-open property as a four (4) family.

Deeds in Book Page For title, see also Book Page

Deeds in Book Page For title, see also Book 21801, Page 23. The successful bidder may





CITY OF SPRINGFIELD, MASSACHUSETTS

REQUEST TO BE ADDED TO PROPERTY SALE NOTIFICATION LIST

Phone Number(1):		Email (Required):	of a specific property or all property sales? If a
		Phone Number(1):	
	Mailing Address:		
nterested Buyer Name:			

Please return completed form to:

City of Springfield Office of Housing c/o Vanessa Adorno 1600 E. Columbus Avenue Springfield, MA 01103 Vadorno@springfieldcityhall.com

3. The city also notifies potential buyers THROUGH THE CITY'S PROPERTY NOTIFICATION EMAIL LIST

If you are interested in being added to the City's Notification list, please fill out this form and return to the Office of Housing. By doing so, you will receive

- Email notifications regarding upcoming auctions, open RFPs
- ✓ Related opportunities, such as Workshops like this and Incentive Opportunities including CDBG funds

In addition, auctions are also advertised on:

- the Auctioneers website: https://sullivan-auctioneers.com/
- A Newspaper Legal Ad placed in the Republican and
- Community postings placed in local businesses throughout the City.

III. PRE-AUCTION PROCESS & DUE DILIGENCE

If there is an upcoming auction and you are on the Notification list, you will receive a flyer. The flyer will include:

- Date & Time of Upcoming Auction with information on bidder registration
- List of Properties including residential and commercial properties as well as lots to be sold at the Auction
- 1. For PROPERTIES WITH STRUCTURES, there is a schedule of pre-auction open house dates & times. This is an opportunity for prospective purchasers to do some due diligence.
- ✓ They will be able to walk through the property and will have PROPERTY
 SPECIFICATIONS available to them. This document is very important as it includes ALL WORK required to bring the property into compliance with Housing Quality Standards, a requirement of ALL REHAB PROJECTS.
- ✓ ALL WORK LISTED IN THE SPECIFICATIONS ARE MINIMUM STANDARDS AND MUST BE INCLUDED IN THE REHAB PLANS SUBMITTED.
- ✓ It is highly recommended that all serious purchasers interested in purchasing City owned properties make it a priority to attend the pre-auction inspections, If you are unable to make it, copies of the property specifications are also available at:
 - o The Office of Housing, 1600 East Columbus Avenue, Springfield
 - o On auction night, at the registration desk





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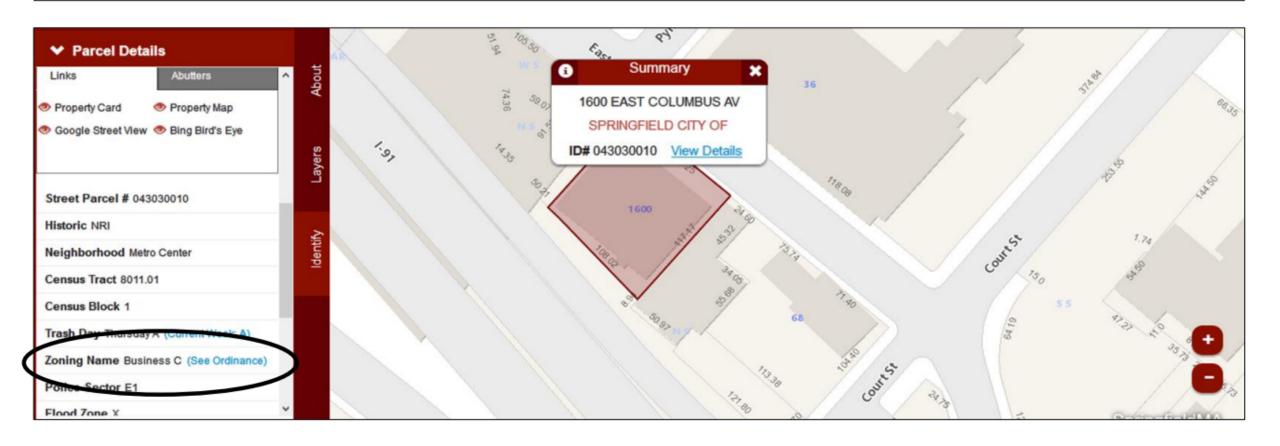
TERMS: \$5,000 DEPOSIT BY BANK CHECK payable to the CITY OF SPRINGFIELD; 5% Buyer's Premium. Inventory subject to change. Other terms announced at auction. Visit web or call for auction information.



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- 2. For those interested in <u>PURCHASING BUILDABLE LOTS</u>, they should note the permitted use:
- listed on the GIS website https://maps.springfield-ma.gov/gis/,
- indicated in the Custodian's Notice of Sale
- and announced at the auction.

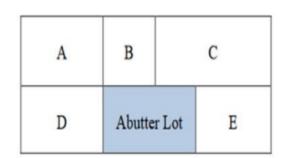
Any exceptions/limitations to property use will be found in the custodian's notice and reviewed by the auctioneer during the auction. Buyers are encouraged to contact the City Planning Department with any questions about allowed use. They are located at 70 Tapley Street.



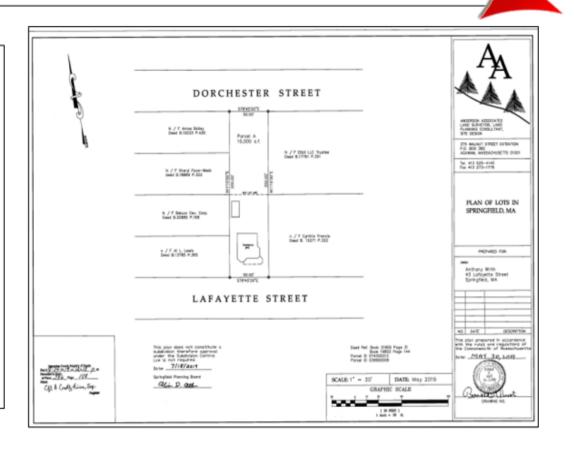
3. For <u>PURCHASERS WHO ARE ALSO ABUTTERS</u> and DO NOT INTEND TO DEVELOP THE PROPERTY in accordance with the terms of sale, they will be required to combine the lot with their abutting property at closing.

Consolidation of the two (2) parcels will require the PURCHASER TO HIRE A SURVEYOR IN ORDER TO prepare an <u>ANR PLAN</u> which is RECORDED AT CLOSING.

CONSOLIDATION DEEDS WILL ALSO NEED TO BE PREPARED. Use will be limited to accessory, per zoning guidelines.



In the example, property owners B,C,D & E could be considered eligible abutters. The owner of parcel A would not be an eligible abutter. Additionally, owners of property located across the street from the abutter lots would not be eligible. Owners of vacant land abutting the lot are also ineligible unless they also own land with a abuilding next to the abutter lot or next to that vacant land which abuts the lot.



IV. AUCTION NIGHT

Persons interested in bidding on auction night, should arrive during the Auctioneer's scheduled registration period, indicated on the auction flyer.

- ✓ They must bring a \$5,000 certified check or money order made out to "City of Springfield" FOR EACH PROPERTY THEY INTEND TO PURCHASE. THIS DEPOSIT IS NON-REFUNDABLE.
- ✓ They must provide a valid photo ID.

PLEASE NOTE - The auctioneer will make a copy of the certified check/money order and ID during registration and return to bidder. The auctioneer will only collect the check if you are the winning bidder of a property.

BIDDERS ALSO HAVE TO BE ELIGIBLE:

The eligible bidder and/or their associated businesses:

- ✓ Must not have been foreclosed on for nonpayment of taxes by the city of Springfield.
- ✓ Must not have defaulted on a prior auction sale with the City.
- ✓ Must not have had a Reverter Deed recorded against a property they own.

V. YOU ARE THE WINNING BIDDER AT AUCTION, WHAT'S NEXT?

On auction day, winning bidders will sit with a City attorney to complete some legal paperwork.

THE FOLLOWING ARE SPECIMEN AUCTION DOCUMENTS FOR REFERENCE:

- ✓ Memorandum of Sale of Real Property
- ✓ Affidavit Disclosure of Property Owned
- ✓ Affidavit Pursuant to M. G. L. c. 60, \$77B

MEMORANDUM OF SALE OF REAL PROPERTY

	, 202	
I here	by acknowledge	that
all improveme	nts thereon, in S	bidder and purchaser of real property, together with any and springfield, Hampden County, Massachusetts known as the sum of \$, and that s/he has paid into my
hands \$5,000.00) as a deposit, and in	the sum of \$, and that s/he has paid into my a part payment of purchase money.
time the purcha City of Spring	ser shall receive a quantifield transferring t	is to be paid in full by, 202, at which uitclaim deed executed by the City Treasurer on behalf of the the title of said City to the above-described property in 77B, of the Massachusetts General Laws.
The Ter apply to this sal		of Sale announced at the auction and attached hereto shall
may be resold	alance due is not pa at public auction ar idated damages.	nid by, 202, the above-described property and the sum paid as deposit shall be retained by the City in
		City of Springfield
and incorporate	d herein. I agree to odian on behalf of	and Conditions of Sale as recited by the Tax Title Custodian pay the balance of \$, due on this sale to the fithe City of Springfield, on or before, but no later than
	his day as a sealed i	nstrument.
Signed t		

AFFIDAVIT - DISCLOSURE OF PROPERTY OWNED

	Re:	, Springfield, MA
I,I own or have a cr	urent interest in the	_, under the pains and penalties of perjury hereby swear that
List all pro Springfield. Plea	operty you presently	y own or owned within the last ten (10) years in the City of property currently owned or "p" for property previously
Springfield by an other entity which	y corporation, limited you have an interest or "p" for property	owned or owned within the last ten (10) years in the City of ed liability company, trust, partnership, joint venture or any est in or are associated with. Please denote "c" for property previously owned. Provide the entity's complete name and
		and correct to the best of my knowledge. Ider pains and penalties of perjury:
_		
Witness		Signature

	Re:	, Springfield, MA
	000.0	nder the pains and penalties of perjury hereby swear that:
1.	On _	, 202, I signed a Memorandum of Sale of Real City of Springfield for the purchase of property located at , Springfield, Massachusetts (hereinafter referred
2.		norandum of Sale of Real Property, I acted on my own behalf representative or straw of the prior owner; and
3.	conveyance of the	erson who would gain equity in the property as a result of the above-mentioned property from the City of Springfield to sen convicted of or are currently under indictment for:
	A)	A crime involving the willful and malicious setting of a fire (M.G.L. c. 60, § 77B), or
	B)	Of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire (M.G.L. c. 60, § 77B), or
	(2)	Of a crime involving the fraudulent filing of a claim for fire insurance (M.G.L. c. 60, § 77B); and
4.	previously incurred	late, owe to the City of Springfield any monies in the form of real estate taxes, rents, water and sewer charges, motor es, personal property taxes, parking tickets or any other
	A)	I owe \$,

- B) And I have filed in good faith,
 - i) An application for an abatement of such Tax which is pending (M.G.L. c. 60, § 77B), or
 - ii) A petition before the Appellate Tax Board or the county commissioner which is pending, (M.G.L. c. 60, § 77B); and
- Neither I, nor any person who would gain equity in the property as a result of the
 conveyance of the above-mentioned property from the City of Springfield to
 myself, have ever been found by a Court to be responsible for violating any law,
 code, statute or ordinance regarding conditions of human habitation; and
- 6. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the City of Springfield to myself, have ever been the owners of any property upon which the City of Springfield foreclosed for failure to pay real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets, or any other indebtedness; and
- Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the City of Springfield to myself, is employed by the City of Springfield; or if so,

A)	In	what	capacity?	
B)	In	what	department?	

8. Neither I, nor any person who would gain equity in the property as a result of the conveyance of the above-mentioned property from the City of Springfield to myself, has current code or ordinance violations or has previously failed to comply with Orders issued by any code enforcement department including, but not limited to, housing, building, fire and zoning, as determined by the City's Code Enforcement Department.

In the event that any of the above statements are untrue, I understand that this sale will be cancelled and that all monies collected shall be forfeited and applied to any prior real estate taxes, rents, water and sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or other indebtedness owed by me, the prior owner, agent, representative or straw, to the City of Springfield on any property owned by me or the aforementioned. And further, I will, on demand, re-convey to the City of Springfield, at no cost or consideration, all my right, title and interest in and to the property. Signed and subscribed to under the pains and penalties of perjury: Witness Signature Dated:

VI. POST-AUCTION PROCESS

Winning Bidders will be given 45 days to submit plans, cost estimates and evidence of financing for their respective projects. <u>ALL WINNING BIDDERS</u> will also be required to undergo an affidavit review and tax certification process during this time.

✓ This includes a review of open code-related issues, including complaints,
violations and code cases & outstanding charges owed to the City, such as taxes,
fees or penalties

THE PURCHASER(S) WILL BE AFFORDED SOME TIME TO RESOLVE THESE ISSUES. IF NOT CURED, PURCHASER WILL BE DEFAULTED.

FOR **REHAB PROJECTS**, PURCHASERS MUST SUBMIT & REHAB PLAN & FINANCING:

1. A COMPREHENSIVE <u>REHABILIATION PLAN</u> BASED ON CITY <u>PROPERTY</u> <u>SPECIFICATIONS</u> WHICH MUST INCLUDE COST ESTIMATES & PROJECTED TIMELINES.

WORK WRITE UP & SPECIFICATIONS FOR MINIMUM HOUSING QUALITY STANDARDS

OWNER:	CITY OF SPRINGFIELD	PROP REVIEW DATE:	
RESIDENCE:		PHONE NUMBER:	(413) 787-6500
PROJECT ADDRESS:	SAME AS ABOVE	RCS:	JOHN COLLINS

DESCRIPTION OF WORK TO BE COMPLETED

EXTERIOR

ROOF: Strip existing roof down to rafters and replace any rotted rafters and cover entire roof with 5/8 °CDX plyscore sheets, lay Ice and Water barrier at the bottom and any valleys and 15 lbs. felt remainder, aluminum drip edge at gutters and rake edge, also install a ridge vent covered with the same color cap. Install new asphalt roofing shingles, self-sealing shingles. Note: Remove tree branch on roof.

CHIMNEY: Tuck point chimney by raking joints 1/2" depth and wetting work. New mortar to match as closely as possible and will comply with ASTM specifications. Finished joint tooled to concave surface and recap.

FOUNDATION:

- A. Tuck point foundation.
- B. Remove old oil fill and vent pipes.

DOORS: Install pre-hung exterior doors insulated steel style B-1 (solid, no lite) complete with jambs, threshold, brick mould, and keyed lockset. Installation shall include the removal of existing door (if any) and the preparation of the rough opening to accept the installation of the new door. Installation shall be plumb and level and shall include all fasteners, shims and caulking as required.

GUTTERS: Remove and dispose of gutters from entire structure. Install all new 4" x 5" aluminum gutter, .027 gauge, Alcoa or equal. Gutter to be hung and properly pitched using Alcoa Rack System, or equal. Install new white aluminum conductor pipe, complete with proper elbows, straps, hooks and accessories.

INTERIOR

CEILINGS AND WALLS: Repair structurally defective ceilings and walls by removing completely and covering entire area using new sheetrock fastened to framing using screws or ring groove sheetrock nails. Tape and seal all seams and nail heads using joint compound. Sand to a smooth finish and paint.

INSULATION: Insulate complete house to today's Code.

WOODWORK: Windows, doors, base etc. Replace missing and broken trim to match existing trim.

REHABILITATION PLAN

PLEASE COMPLETELY FILL OUT THE FOLLOWING INFORMATION. INCOMPLETE REHAB PLANS WILL NOT BE ACCEPTED.

PROPERTY ADDRESS:			
BUYER'S NAME (printed):	John Doe	BUYER'S PHONE #	413-123-4567
BUYER'S ADDRESS:	36 Anywhere Street, Springfield, MA 01103		
LICENSED CONTRACTOR'S NAME:	Jack Jones		
CONTRACTOR'S ADDRESS:	10 Anywhere Rd, Worcester, MA	LICENSE #:	CS-123456
CONTRACTOR'S PHONE #:	508-123-4567	TYPE OF LICENSE	Unrestricted

CONTRACTOR'S SIGNATURE: Jack Jones DATE: 02/01/2020

Please provide detailed information and realistic estimates for all work to be done at the property in order to bring it into code compliance. The estimates should include both labor and materials. Plan must include rehab timeline. Strict start and end dates as well as measurable milestone dates in between must be provided below. All work shall be done by licensed professionals with permits pulled as necessary. All contractors working on the rehab must sign this rehab plan. Incomplete plans will not be accepted.

The City will conduct periodic Site Visits at the property to verify the status and progress of work.

The property must pass a HQS Inspection once the rehab is complete. Please note a HQS Inspection will not be scheduled until all permits are closed and the buyer obtains a SFD Smoke/CO Detector Certificate of Compliance and a copy is provided to the City.

START DATE	END DATE	WORK	COST
		EXTERIOR WORK	
3/1/2020	3/19/2020	ROOF: Strip existing roof down to rafters and replace any rotted rafters and cover entire roof with 5/8 ° CDX plyscore sheets, lay Ice and Water barrier at the bottom felt remainder, aluminum drip edge at gutters and rake edge, also install a ridge vent covered with the same color cap. Install new asphalt roofing shingles and remove tree branch on roof.	\$18,000.00
3/1/2020	3/19/2020	CHIMNEY: Tuck point chimney by raking joints with new mortar to match in compliance with ASTM specifications. Finished to concave surface and recap.	\$2,000.00
3/1/2020	3/19/2020	FOUNDATION: A. Repoint foundation. B. Remove old oil fill and vent pipes.	\$3500.00
4/1/2020	4/15/2020	GUTTERS: Remove and dispose of gutters from entire structure. Install all new 4" x 5" aluminum gutter. Install new white aluminum conductor pipe, complete with proper elbows, straps, hooks and accessories.	\$2,500.00
4/10/2020	4/20/2020	DOORS: Remove existing doors and install pre-hung exterior doors insulated steel with jambs, threshold, brick mould, and keyed lockset.	\$2,000.00

2. EVIDENCE OF FUNDS IMMEDIATELY AVAILABLE TO COVER THE PURCHASE PRICE & REHAB COSTS.

EVIDENCE OF FINANCING CAN BE SUBMITTED IN THE FORM OF AN ACCOUNT STATEMENT, BANK LETTER OR MORTGAGE. THERE ARE ADDITIONAL REQUIREMENTS FOR LENDING INSTITUTIONS. ALL FINANCING MUST BE AUTHENTICATED.

EXAMPLE:

Cost Detail	Add/Sub	Actual Costs
Property Purchased	+	\$64,000.00
w/Buyer's 5% premium (Auctioneer's fee)	+	\$3,200.00
Purchaser's Deposit	-	\$5,000.00
Rehab Costs	+	\$74,000.00
Evidence of Funds Immediately Available	=	\$136,200.00

FOR NEW CONSTRUCTION PROJECTS, PURCHASERS MUST SUBMIT:

1. CONSTRUCTION PLANS TO THE PLANNING DEPARTMENT FOR THEIR REVIEW & APPROVAL & COST BREAKDOWN W/LICENSED CONTRACTOR INFORMATION, INCLUDING NAME, BUSINESS IF APPLICABLE, LICENSE #

& TYPE, SIGNED BY ALL PARTIES.

CONSTRUCTION PLAN FORM

PLEASE COMPLETELY FILL OUT THE FOLLOWING INFORMATION. INCOMPLETE PLANS WILL NOT BE ACCEPTED.

PROPERTY ADDRESS:			
BUYER'S NAME (printed):	John Doe	BUYER'S PHONE #	413-123-4567
BUYER'S ADDRESS:	36 Anywhere Street, Springfield, MA 01103		
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CONTRACTOR'S ADDRESS:	10 Anywhere Rd, Worcester, MA	LICENSE #:	CS-123456
CONTRACTOR'S PHONE #:	508-123-4567	TYPE OF LICENSE	Unrestricted

CONTRACTOR'S SIGNATURE: Jack Jones DATE: 02/01/2020

Please provide detailed information and realistic estimates for all work to be done at the property in order to bring it into code compliance. The estimates should include both labor and materials. Plan must include construction timeline. Strict start and end dates as well as measurable milestone dates in between must be provided below. All work shall be done by licensed professionals with permits pulled as necessary. All contractors working on the rehab must sign this rehab plan. Incomplete plans will not be accepted. The City will conduct periodic Site Visits at the property to verify the status and progress of work. Once construction is complete, the owner must obtain a Certificate of Occupancy and Planning must review and approve construction was completed in accordance with approved housing plans.

START DATE	END DATE	WORK	COST
3/1/2020	3/15/2020	Excavation for 40 x 40 duplex. Haul the waste	\$9,000.00
3/15/2020	4/1/2020	Pour concrete foundation 8" thick walls, install basement windows 16 x 30. Install hatchway on both sides (pour walls, install hatchway door, build pressure treated stairs and install handrails)	\$15,350.00
4/1/2020	4/7/2020	Back fill, compact and lay 6 mil plastic. Pour concrete floor slab	\$4,350.00

MEMORANDUM

Vanessa Adorno
From: Alvin Allen (A)
RE: NS

The Office of Planning & Economic Development staff recommends approval of the design and site plans with the following conditions:

- Foundation height and set back from the street must be similar as adjacent houses;
- Windows and doors shall have casings. The staff recommends casings and corner boards be 4"-5" wide:
- All porches and decks must be skirted with framed lattice or similar material, not merely attached to the porch sill board;
- Porch balusters shall be attached in traditional manner between upper and lower rails, not attached to the sides;
- All wood must be painted or stained, not left to weather;
- Fencing shall not be installed forward of the front foundation line, per requirements of the Zoning Ordinance of a Residence A zoned property;
- Interior sidewalks/walkways shall be concrete, brick or other hard surface paving material other than asphalt and shall connect directly to the public-way;
- Driveways shall be asphalt, concrete or other hard surface paving material;
- As the existing street tree within the public tree-belt is severely damaged, we recommend it be removed with a new street tree replanted (of type, size, and location approved by the City Forester); and
- As agreed upon, verbally between staff and developer, the front porch shall fit at least % of the front façade, there shall be horizontal midline banding along only the front façade to accent the roofline, and there shall be gabled roof coverings over both rear entrances. (Front porch and rear roof coverings will replicate as close as possible to the attached Grand Street elevation plan)

If you have any questions or need additional information, please feel free to contact me at 413-787-6020.

This letter is for design plan approval purposes only. This is not a zoning or building p
approval. It is the property owner's responsibility to check with the Building Department other necessary approvals and permits.

Please note that, before a certificate of occupancy is issued by the Building Department, we will need to conduct a site visit to verify that all of the above conditions have been met.

2. <u>COST ESTIMATES & EVIDENCE OF FUNDS IMMEDIATELY</u> AVAILABLE MUST BE SUBMITTED TO THE OFFICE OF HOUSING FOR REVIEW & APPROVAL.

EXAMPLE:

Cost Detail	Add/Sub	Actual Costs
Property Purchased	+	\$7,500
w/Buyer's 5% premium (Auctioneer's fee)	+	\$375.00
Purchaser's Deposit	-	\$5,000.00
Construction Costs	+	\$189,000.00
Evidence of Funds Immediately Available	=	\$191,875.00

Once REHAB or HOUSING PLANS, COST ESTIMATES & EVIDENCE OF FUNDS IMMEDIATELY AVAILABLE have been approved by the City, ALL FEES HAVE BEEN PAID & ALL CODE ISSUES HAVE BEEN CLOSED, the City will give the purchaser 30 DAYS TO CLOSE ON THE SALE.

WHAT IF THE BIDDER DECIDES NOT TO FOLLOW THROUGH WITH PURCHASE?

BE ADVISED, DEPOSITS ARE NON-REFUNDABLE.

If the bidder decides they cannot or will not move forward with the sale, the bidder may be defaulted & lose their deposit.

The City may consider bidders request to cure the default if:

- ✓ The bidder requests in good faith, a short extension to reevaluate the project and resubmit a plan to move forward.
- ✓ The bidder assigns their bid to another, eligible party who, with the city's consent, agrees to the terms and conditions of sale and is prepared to follow through on the purchase and development of the property.

VII. CLOSING PROCESS: WHAT TO EXPECT & WHAT YOU WILL NEED

THE FOLLOWING ARE SPECIMEN QUITCLAIM DEEDS FOR REFERENCE:

- ✓ Sample Quitclaim Deed Rehabilitation
- ✓ Sample Quitclaim Deed New Construction
- ✓ Sample Quitclaim Deed Lot Consolidation

SAMPLE QUITCLAIM DEED - REHAB

	QUITCLAIM DEED
corporation its usual pla "Grantor"), and 00/100	OW ALL BY THESE PRESENTS that the CITY OF SPRINGFIELD, a munduly established under the laws of the Commonwealth of Massachusetts and hoce of business at 36 Court Street, Springfield, Hampden County, Massachusett for consideration paid and in full consideration of
an address of the land in s	f (the "Grantee"), with QUITCLAIM COVENA aid Springfield, described as follows:
m Book	a Deed dated and recorded in the Hampden County Registry of I square feet; and being the gascribed in an Instrument of Taking dated and recorded in the Hampden County Registry of Deeds in Book Page; and also being the losed by Land Court Judgment in Tax Lien Case dated in Tax II and recorded in the Hampden County Registry of Deeds in Tax II and recorded in the Hampden County Registry of Deeds in
, Pa	TL, and recorded in the Hampden County Registry of Deeds in ige; and being more particularly bounded and described in Exhibit A attracted a part hereof (the "Property").
(hereinafter the Property	
1.	The Property shall be used solely for afamily residence;
2. discretion of	The Grantee agrees that rehabilitation of the residence shall meet, in the fithe City of Springfield, Federal Housing Quality Standards;
3. paving shall this Quitclai	Rehabilitation of the residence and any accompanying landscaping, fencing be completed by the Grantee within twelve (12) months from the date of records in Deed;

- 4. The Grantee agrees that, prior to any construction and/or physical changes to the landscape of the Property, Grantee shall obtain approval of the proposed changes from, and provide evidence of financing to, the City of Springfield Office of Housing at 1600 East Columbus Avenue, First Floor, Springfield, Massachusetts 01103;
- The Grantee agrees that, prior to any development of the Property, Grantee shall obtain approval of the development plans for the Property from the City of Springfield Planning Department;
- The Grantee cannot sell the Property until the rehabilitation work is completed and approved by the City of Springfield Office of Housing;
- 7. The Grantee agrees that: (i) the Property shall be the principal place of residence of the Grantee for a period not less than three (3) years; or (ii) the Property will be sold by the Grantee after rehabilitation work is completed to an individual or individuals who agree to occupy the Property as a principal place of residence for a period of not less than three (3) years. In the event said individual described in paragraph (ii) above sells or transfers the Property within said three (3) year period, any subsequent new owner(s) shall take title subject to this restriction and agree to occupy the Property as a principal place of residence for the remaining unexpired portion of said three (3) year period;
- 8. The Grantee agrees to complete the rehabilitation of the Property in accordance with the Rehabilitation Plan described in Exhibit B attached hereto. The Grantee shall provide the City's Tax Title Custodian, or his designee, with complete access to the Property for periodic inspections to verify the status and progress of any rehabilitation or new construction work;
- The Grantee must maintain the Property in compliance with all applicable state codes and local ordinances;
- All excess trash, brush, rubbish, and debris shall be cleared from the Property by the Grantee within one (1) month from the date of recording of this Quitclaim Deed;
 - The Grantee must timely pay all taxes relating to the Property as required by law; and
- 12. If the Grantee violates the Protective Restrictions or any term and condition of sale, the City of Springfield reserves the right to revert the Property back to City ownership at no cost and for no consideration. At closing, the Grantee shall execute a Reverter Deed to the City of Springfield which shall be held in escrow by the City pending satisfaction of the Protective Restrictions. If the Reverter Deed has not been recorded within three (3) years from the date of recording of this Quitclaim Deed, then the City of Springfield's right of reverter shall be deemed to have lapsed.

This Deed shall also be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said Property or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Treasurer has received the appropriate Affidavit as prescribed in Chapter 60, Section 77B

seal to be hereto affixed	WHEREOF, the said CITY OF SPRINGFIELD has caused its corporal and these presents to be signed, acknowledged, and delivered in its name. Lonergan, its City Treasurer, this day of, 202
	CITY OF SPRINGFIELD
	Ву:
	Stephen J. Lonergan City Treasurer
	OMMONWEALTH OF MASSACHUSETTS
Hampden, ss.	
On this day Stephen J. Lonergan, as through satisfactory evi- whose name is signed o	y of, 202, before me, the undersigned notary public, Treasurer for the City of Springfield, personally appeared, proved to me
On this day Stephen J. Lonergan, as through satisfactory evi- whose name is signed o	y of, 202, before me, the undersigned notary public, Treasurer for the City of Springfield, personally appeared, proved to me dence of identification, which was personal knowledge, to be the person in the preceding or attached document, and acknowledged to me that he
On this day Stephen J. Lonergan, as through satisfactory evi- whose name is signed o	y of, 202, before me, the undersigned notary public, Treasurer for the City of Springfield, personally appeared, proved to medence of identification, which was personal knowledge, to be the person in the preceding or attached document, and acknowledged to me that he its stated purpose as Treasurer for the City of Springfield. Notary Public
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EXHIBIT A				
A parcel of land with any buildings or improvements thereon, containing about				
For title, see also Book, Page				

SAMPLE QUITCLAIM DEED - NEW CONSTRUCTION

Springfield, Ma

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS that the CITY OF SPRINGFIELD, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 36 Court Street, Springfield, Hampden County, Massachusetts (the "Grantor"), for consideration paid and in full consideration of and 00/100 DOLLARS (\$ (the "Grantee"), with QUITCLAIM COVENANTS, the land in said Springfield, described as follows: Land, with buildings thereon, known as and being the parcel described in a Deed dated and recorded in the Hampden County Registry of Deeds in Book and supposed to contain about square feet; and being the same parcel described in an Instrument of Taking dated and recorded in the Hampden . Page County Registry of Deeds in Book and also being the same parcel foreclosed by Land Court Judgment in Tax Lien Case dated and recorded in the Hampden County Registry of Deeds in Book _____, and recorded in the Hampden County Registry of Deeds in Book ______; and being more particularly bounded and described in Exhibit A attached hereto and made a part hereof (the "Property"). This Deed is made subject to the following conditions, restrictions, or covenants (hereinafter called "Protective Restrictions") which are to be taken and construed as running with the Property and are to be binding upon said Grantee, his/her successors, assigns, grantees, and lessees for a term of thirty (30) years after the date of this Deed creating them unless released by the City of Springfield: The Property shall be used solely for a -family residence; The Grantee agrees that new construction of the residence shall meet, in the sole discretion of the City of Springfield, Federal Housing Quality Standards; The Grantee agrees that, prior to any construction and/or physical changes to the landscape of the Property, Grantee shall obtain approval of the proposed changes from, and provide evidence of financing to, the City of Springfield Office of Housing at 1600 East Columbus

Avenue, First Floor, Springfield, Massachusetts 01103;

- The Grantee agrees that, prior to any development of the Property, Grantee shall obtain approval of the development plans for the Property from the City of Springfield Planning Department;
- 5. New construction of the residence and any accompanying landscaping, fencing and paving shall be completed by the Grantee within two (2) years from the date of recording of this Quitclaim Deed. The Grantee shall provide the City's Tax Title Custodian, or his designee, with complete access to the Property for periodic inspections to verify the status and progress of any rehabilitation or new construction work;
- The Grantee cannot sell the Property until the new construction and all required work is completed and approved by the City of Springfield Office of Housing;
- 7. The Grantee agrees that: (i) the Property shall be the principal place of residence of the Grantee for a period of not less than three (3) years; or (ii) the Property will be sold by the Grantee after new construction is completed to an individual or individuals who agree to occupy the Property as a principal place of residence for a period of not less than three (3) years. In the event said individual described in paragraph (ii) above sells or transfers the Property within said three (3) year period, any subsequent new owner(s) shall take title subject to this restriction and agree to occupy the Property as a principal place of residence for the remaining unexpired portion of said three (3) year period;
- The Grantee must maintain the Property in compliance with all applicable state codes and local ordinances;
- All excess trash, brush, rubbish, and debris shall be cleared from the Property by the Grantee within one (1) month from the date of recording of this Quitclaim Deed:
 - 10. The Grantee must timely pay all taxes relating to the Property as required by law; and
- 11. If the Grantee violates the Protective Restrictions or any term and condition of sale, the City of Springfield reserves the right to revert the Property back to City ownership at no cost and for no consideration. At closing, the Grantee shall execute a Reverter Deed to the City of Springfield which shall be held in escrow by the City pending satisfaction of the Protective Restrictions. If the Reverter Deed has not been recorded within five (5) years from the date of recording of this Quitclaim Deed, then the City of Springfield's right of reverter shall be deemed to have lapsed.

This Deed shall also be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said Property or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Treasurer has received the appropriate Affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Law.

seal to be hereto aff	fixed and these pre	the said CITY OF SPRINGFIELD has caused its corporate sents to be signed, acknowledged, and delivered in its name s City Treasurer, this day of, 202
		CITY OF SPRINGFIELD
		By: Stephen J. Lonergan, City Treasurer
Hampden, ss.	COMMONW	EALTH OF MASSACHUSETTS
On this personally appeared personal knowledge	the above-named of identity to be t	, 202 before me, the undersigned Notary Public, d Stephen J. Lonergan, City Treasurer, known to me through the person whose name is signed on the preceding document, ed it voluntarily for its stated purpose.
		Notary Public My Commission Expires:

EXHIBIT A				
A parcel of land with any	buildings or improvements thereon, containing	g aboutin the		
Office of the Assessors, City of Registry of Deeds in Book	, and being described as Parcel No Springfield, and being further described in the , Page	Hampden County		
For title, see Book	, Page			

SAMPLE QUITCLAIM DEED - LOT CONSOLIDATION

OUIT	CLAI	M D	EED

and	00/100	for consideration paid as DOLLARS (\$) grants to	ation	an indix
with	an ad	dress of			(the "Grantee"),
QUI	TCLA	IM COVENANTS, the	land in said Spring	gfield, described	as follows:
	A pa	rcel of land known as and recorded i	n the Hampden C	d being the parc	el described in a deed of Deeds in Book
Page		and supposed to con-	tain about	square feet: a	nd being the same r
desc	ribed in	an Instrument of Taki gistry of Deeds in Boo	ng dated	, and	recorded in the Han
Cou	nty Reg	sistry of Deeds in Boo	k, Page	; and al	so being the same p
fore	closed b	y Land Court Judgment	in Tax Lien Case	dated	in Tax Lien
No.	11	and recorded	d in the Hampden (ounty Registry	of Deeds in Book
		and being more particu hereof (the "Property").		described in Ex	hibit A attached heret
the I	roperty	Deed is made subject called "Protective Restry and are to be binding up f thirty (30) years after the	ictions") which are pon said Grantee, i	e to be taken and ts successors, as	construed as running signs, grantees, and le
		The Property may be	e used only for a	cessory non-co	mmercial uses custon
	1.				
of S		o a residential use that	is permitted und		
of S	lental to	o a residential use that New construction on the		permitted witho	ut prior authorization
of Spri	lental to		he Property is not		ut prior authorization

- The Grantee agrees that, prior to any construction and/or physical changes to the landscape of the Property, Grantee shall obtain approval of the proposed changes from the City of Springfield Office of Housing at 1600 East Columbus Avenue, First Floor, Springfield, Massachusetts 01103;
- 4. The Grantee agrees that, prior to the installation of any fencing, the Grantee must obtain approval from the City of Springfield Planning Department. All fencing must comply with the requirements of the City of Springfield Zoning Ordinances;
- The Grantee must maintain the Property in compliance with all applicable state codes and local ordinances;
- All excess trash, brush, rubbish, and debris shall be cleared from the Property by the Grantee within one (1) month from the date of recording of this Quitclaim Deed;
- The Grantee must timely pay all taxes relating to the Property as required by law;

This Deed shall also be subject to all easements and restrictions of record, if any, lawfully existing in, upon or over said Property or appurtenant thereto.

There has been full compliance with the provisions of Chapter 44, Section 63A of the Massachusetts General Laws.

The Treasurer has received the appropriate Affidavit as prescribed in Chapter 60, Section 77B of the Massachusetts General Laws.

[Signatures on following page]

		By: Stephen J. Lonergan, City Treasurer
Hampden, ss.	COMMONWEA	ALTH OF MASSACHUSETTS
On this personally appeared to personal knowledge of	f identity to be the	, 202, before me, the undersigned Notary Public tephen J. Lonergan, City Treasurer, known to me throug person whose name is signed on the preceding document it voluntarily for its stated purpose.

EXHIBIT A

A parcel of land with any build	ings or improvements thereon, containing about
sq. ft., situated at	, and being described as Parcel No.
in the Office of the Assessors,	City of Springfield, and being further described in the
Hampden County Registry of Deeds in	Book, Page
For title, see also Book	, Page

VIII. POST-CLOSING PROCESS & MONITORING

PROJECT TIMELINES:

- ✓ For NEW CONSTRUCTION, purchasers will be given (2) years to complete construction
- ✓ For REHAB PROJECTS, purchasers will be given (12) months to complete the rehab

<u>ALL PROPERTIES ARE MONITORED</u> THROUGHOUT THEIR PROJECT TIMELINES FOR COMPLIANCE WITH PROTECTIVE RESTRICTIONS IN THE DEED:

- ✓ Site visits are conducted by Program staff at least twice during the project period. These visits are separate from code inspections.
- ✓ Progress with their project Is the project on schedule? Is there rehab activity on site?
- ✓ Compliance with Building Code Are all required permits being pulled? Are required inspections being scheduled?
- ✓ Compliance with Housing & Zoning Code Are there outstanding code issues with the property?
- ✓ Compliance with City fees Are charges owed to the City?

IX. COMPLETING PROJECTS & FINAL STEPS

- 1. Once you believe the project is complete:
 - A. For **REHAB PROJECTS**, that means:
 - ✓ There are no code issues and all fees owed to the City have been paid.
 - ✓ All rehab work is complete
 - ✓ All permits have been closed
 - ✓ Owner has obtained a Springfield Fire Department Certificate. Owners can call SFD at 787-6410 to schedule an inspection
 - ✓ Once the aforementioned items have been satisfied, the owner can contact VANESSA ADORNO at the Office of Housing to schedule a final Housing Quality Standards (HQS) inspection. This is based on HUD standards – Housing Voucher Program guidelines.

IX. COMPLETING PROJECTS & FINAL STEPS (CONT'D)

B. For **CONSTRUCTION PROJECTS**, that means:

- ✓ There are no code issues and all fees owed to the City have been paid.
- ✓ Construction is complete
- ✓ A Housing Plan Review has been completed by the Planning Department and conditions satisfied.
- ✓ Once the Planning department has reviewed the project for compliance with the original housing plan approved, the owner can close out all permits & apply for a certificate of occupancy.

- 2. Once properties have either passed HQS inspection or been ISSUED A CERTIFICATE OF OCCUPANCY, the owner can either:
 - 1. Occupy the property as their principal place of residence for a period no less than their required occupancy period or
 - 2. Sell to an eligible buyer who agrees to occupy the property as their principal place of residence for the required occupancy period.
 - ✓ If your INTENTION IS TO OWNER OCCUPY THE PROPERTY, the City would request a partial release of deed restrictions be prepared. Generally, this document releases most of the restrictions, with the exception of
 - Property Use This restriction runs with the deed in perpetuity.
 - Owner Occupancy This restriction remains with the property until it has been satisfied, to the City's satisfaction.
 - Reverter Deed This restriction remains with the property until the owner has satisfied the occupancy restriction.
 - ✓ If your INTENTION IS TO SELL TO A BUYER WHO WILL OWNER OCCUPY THE PROPERTY:
 - Once you have a buyer under agreement, they will need to undergo a City review to ensure they are an eligible
 buyer, including an affidavit review and evidence of financing. Once approved, a partial release of deed
 restrictions and Consent & Agreement to Grantee will be prepared for the remaining restrictions and recorded at
 closing. Additional documents will be required from the new purchaser in order for the City to consent to
 the sale.

PLEASE NOTE, THE PROPERTY <u>MUST</u> BE OWNER-OCCUPIED. IT <u>CANNOT</u> BE USED SOLELY AS A RENTAL PROPERTY.

X. OWNER OCCUPANCY RESTRICTION

- For the owner who decides to sell to an eligible owner occupant, the original owner is released from their obligation once the property transfers to the new owner. The new owner will then be subject to the owner occupancy restriction until it has been satisfied.
- 2. For the owner who decides to occupy the property as their principal residence for the occupancy period, they will receive correspondence from the City regarding Annual Occupancy Verification for the duration of their occupancy period & until the restriction has been satisfied & released.

Office of Housing 1600 East Columbus Avenue Springfield, MA 01103 Phone (413) 787-6500 Fax (413) 787-6515,





THE CITY OF SPRINGIFELD, MASSACHUSETTS

Dear Occupant.

The property you occupy at purchased and rehabilitated/constructed through the City of Springfield's Tax Title Program. Accordingly, please complete, sign and return this Annual Occupancy Verification form to the Office of Housing, 1600 East Columbus Avenue, Springfield, MA 01103 in the postage paid envelope provided. Thank you for your cooperation in this matter.

Sincerely,

Vanessa Adorno Senior Program Manager Office of Housing

1000000000	CUPANCY VERIFICATION FORM		
Please fill out and return this form by 2/28/2020			
Name of Head of Household			
Address	Phone Number		
City & Zip Code	Alternate Phone Number		
PLEASE PROVIDE NAMES OF A	ALL ADULT OCCUPANTS OF THIS APT/HOUSE:		
Do you have a lease/rental agreement	?? YesNo		
How long have you lived at this prop	erty?		
By Signing below, I certify under p accurate on this day of	enalty of perjury that the forgoing is true and correct, 2020:		
Sign Name:			
Drivet Names			

XI. QUESTIONS?

Vanessa adorno

SENIOR PROGRAM MANAGER

OFFICE OF HOUSING

1600 EAST COLUMBUS AVENUE

SPRINGFIELD, MA 01103

(413) 886-5197

VADORNO@SPRINGFIELDCITYHALL.COM

Julisa Davila-Ramos

SENIOR TREASURY ANALYST

OFFICE OF TREASURER/COLLECTOR

36 COURT STREET

SPRINGFIELD, MA 01103

(413) 736-3111

JDAVILA-RAMOS@SPRINGFIELDCITYHALL.COM

MICHAEL SIDDALL, ESQUIRE

SIDDALL & SIDDALL PC

1350 MAIN STREET, SUITE 210

SPRINGFIELD, MA 01103

(413) 732-3600

MSIDDALL@SIDDALLLAW.COM

SULLIVAN & SULLIVAN AUCTIONEERS

617-350-7700

HTTPS://SULLIVAN-AUCTIONEERS.COM/