



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



**PROCEDURES TO PURCHASE OR LEASE STATE PROPERTY**

Thank you for your interest in State property. The following is a brief description of the procedures involved in purchasing or leasing State property.

- The requester must complete and return page 3 of this document and include the items listed.
- Should the request appear feasible, it will be processed for review by the necessary Departmental units to determine if the property may be sold or leased. If approved for sale or lease, a \*non-refundable \$500.00 deposit/administrative fee will be requested to initiate the preparation of a release map/lease sketch depicting the approved area. (*\*Should the Municipality opt to purchase pursuant to CGS Sec. 3-14b, the \$500.00 deposit will be returned to requester.*)

**TO PURCHASE STATE PROPERTY:**

1. **If the property conforms to local zoning regulations**, State Agencies are given the first right of refusal. Should the Agencies waive its rights, the property will be appraised and an asking price will be established. The property will then be offered for sale by a sealed public bid.

**If the property does not conform to local zoning regulations**, the property will be offered to the abutting property owner(s). After the preparation of a release map, the property will be appraised and an asking price will be established. The property will then be offered for sale by a sealed bid to the abutting property owners. If there is only one abutting property owner, the property will be offered to the sole abutting owner. Please note, breaks in the non-access highway line are viewed as a sole abutter sale and are subject to the additional approval of the Attorney General and the Governor.

2. Once the purchase price is established through the bid process (or is negotiated with the sole abutting owner), the Municipality is given first right of refusal at the purchase price (CGS Sec. 3-14b). The Municipality has 45 days to respond; if it waives its right, the sale will move forward with the successful bidder. Should the Municipality choose to pursue the purchase, the \$500.00 deposit will be returned to the requester.
3. For each transaction, a quit-claim deed is prepared and forwarded for the appropriate statutory approvals. All sales of State property are subject to final approval by the Office of Policy and Management, the State Properties Review Board and the Office of the Attorney General.
4. After the deed has been fully executed by the State, the purchaser will be contacted to schedule a closing date within 60 days of the date of notification. **It is the purchaser's responsibility to file the deed and map on the land records.**

**TO LEASE STATE PROPERTY:**

1. Upon completion of the lease sketch, the rental rate will be determined and offered to the prospective lessee. The minimum rental rate is \$75.00 per month.
2. Once the rental rate and all terms and conditions have been agreed to, the lease agreement is prepared. TWO copies of the agreement are forwarded for the Lessee's signature(s), which must be witnessed and notarized. The Lessee must also supply a Certificate of Insurance, with the State of Connecticut named as "Additional Insured."

The minimum liability coverage necessary is \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00 per policy year. The Lessee must provide a surety bond ("Bond") issued by a corporate surety licensed to do business in the State of Connecticut on the enclosed Lease Bond Form (rev 8/2016). The Bond will provide security to the State for the Lessee's obligations set forth in the Agreement. The effective date of the Bond must be on or before, the date the Agreement commences and the Bond Form must be accompanied with a power of attorney for the Bonding Company.

3. Upon receipt of the TWO signed agreements, and all other necessary documentation, both copies of the agreement are forwarded for execution to the Director of Rights of Way, the Office of Policy and Management, the State Properties Review Board (when applicable) and the Office of the Attorney General.
4. Once both copies of the fully executed agreement are received, one original is sent to the Lessee and one is kept on record at the Department.

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**Special Requirements for Sign Leases only**

- 1) Complete Page 3 of the procedures and clearly explain the proposed use for the property. Include an explanation of hardship; that is, why the sign must be on State-owned property rather than private property.
- 2) Submit a copy of the deed verifying ownership of adjoining land. If the property is leased, please submit a copy of the lease agreement and written permission from the landlord to enter into a lease agreement with the State of Connecticut Department of Transportation.
- 3) Submit a copy of a survey map or the Town Assessor's map with the address and area of interest clearly outlined. Please be sure to indicate the north arrow and intersecting street to aid in locating the property.
- 4) Please be advised that the Federal Highway Administration (FHWA) requires that a sign within the clear zone must be breakaway or shielded and the Department of Transportation is required to adhere to FHWA regulations. As such, a rendering of the proposed sign with proposed distance from the edge of roadway must be included in the submittal.
- 5) A surety bond (Bond) with a minimum amount of \$10,000.00 issued by a corporate surety licensed to do business in the State of Connecticut will be required for all new lease agreements. The Bond will provide security to the State for the Second Party's obligations set forth in the Agreement. (Lease Bond Form rev. 8/2016 attached.)

***\*Please acknowledge your receipt and acceptance of the above requirements on the signatory page and return to this office.***



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The address of the requested property is:
(If the street address is unknown, please provide the nearest known address referencing its location in relation to the property.)

Please state the intended use of the requested property in the space provided.

Four horizontal lines for writing the intended use of the property.

The following documentation is included:

- A map depicting the property (ex: Town's GIS map, Town's Assessor's map, Google Map) - The requested property should be outlined.
A full scale copy of an abutting survey map (if available).
A copy of your deed (if you are the abutting property owner)/lease agreement with written permission from the landlord to enter into a lease agreement with the State.
A copy of any preliminary development plans that include the requested parcel (if applicable).
A letter granting permission to an appointed representative as the contact regarding this request (if applicable).

Requester's name:

Mailing Address:

Telephone Number:

Email Address:

If marked, please contact the listed representative below for all matters regarding this property request until further written notice. Leave blank if the requester prefers to be contacted directly. (It is not necessary to have representation.)

Authorized Representative:

Mailing Address:

Telephone Number:

Email Address:

Requester's signature

Date

This page should be completed and returned with all pertinent information/documentation listed above. This information should be sent to the following address:

Attention: Amy N. Martinez
State of Connecticut
DEPARTMENT OF TRANSPORTATION
Division of Rights of Way
Property Management Section
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546
Email: dot.propertymanagement@ct.gov

THIS FORM TO BE USED IN CONNECTION WITH EACH LEASE AGREEMENT, FOR WHICH A BOND IS REQUIRED FOR THE PERFORMANCE OF ALL THE TERMS, CONDITIONS, OF SAID LEASE AGREEMENT.  
LEASE AGREEMENT NO. \_\_\_\_\_

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING &  
CONSTRUCTION  
LEASE BOND (Rev. 8/2016)

NAME OF LEASE HOLDER
_____
BOND NUMBER
_____

# Know all Men by these Presents,

That we, \_\_\_\_\_ of the Town of \_\_\_\_\_, County of \_\_\_\_\_  
(Lessee)

\_\_\_\_\_, and State of Connecticut, as Principal, and \_\_\_\_\_, (Bonding Company),

of the State of \_\_\_\_\_ having an office and place of business at \_\_\_\_\_

\_\_\_\_\_, as surety, are held and firmly bound unto the State of

Connecticut, in the sum of \_\_\_\_\_ DOLLARS,

lawful money of the United States, to be paid to assure completion of all work for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators and assigns, jointly and severally by these presents, the said bond and surety to continue to be holden to the State of Connecticut until consent to the cancellation thereof is given in writing by the Commissioner of Transportation of Connecticut or his authorizing agent.

**The condition of this obligation is such, that**

WHEREAS, the above named Principal has received, or may, upon his application, receive a lease agreement from the State of Connecticut for the use of land on, about or adjacent to a highway or for the use on, over or below the state highway right of way, as is or may be particularly specified in said lease agreement, to which lease agreement reference is hereby made and made a part hereof; and

WHEREAS, the said Principal has undertaken and does hereby agree to comply with all the rules, regulations and restrictions of said State of Connecticut in regard to said lease agreement.

NOW THEREFORE, if the said Principal fails to complete the required work described in the lease agreement it will be the responsibility of the bonding company to arrange for the completion of all necessary work as required, to the satisfaction of the State and, if the said Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements specified in said lease agreement, and shall well and truly save harmless and indemnify the said State of Connecticut and the Commissioner of Transportation of said State, or either of them, from damages and costs that the State of Connecticut of the Commissioner of Transportation may suffer, be liable for, or be compelled to pay, or in fact does pay, for any injuries or damages which may be caused by any action or work being carried on either by the said Principal, his servants, agents or employees, under any lease agreement issued or which may be issued by said State of Connecticut or its authorized agent, or by reason of negligence or violation of any law on the part of said Principal, his servants, agents, or employees, and, further, indemnify said State of Connecticut for any expenses that said State of Connecticut or the Commissioner of Transportation may suffer, be liable for, or be compelled to pay, or in fact does pay for any required adjustments to the highway and its facilities to a comparable condition, including but not limited to removing signage, removing pavement, refilling openings or excavations, removing cable guide railings, removing trees, tree stumps and other obstructions, replacing drainage involving driveways and restoring pavements open or excavated, satisfactory to the State, as existed prior to the initiation of the work by said principal, his servants, agents or employees, then his obligation shall be void; otherwise to remain in full force and effect.

All of the provisions of the foregoing are to be subject to the present statute laws of the State of Connecticut and to any change, alteration or repeal of any existing laws as may be enacted by any future session of the Legislature of the State of Connecticut.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, in the year two-thousand\_\_\_\_\_

Witness to Lessee's Signature

\_\_\_\_\_  
Lessee's Signature L. S.

\_\_\_\_\_  
Bond Company Name L. S.

\_\_\_\_\_  
Bond Company Address

\_\_\_\_\_  
Agent Representing Bond Company L. S.

THIS FORM TO BE USED IN CONNECTION WITH EACH LEASE AGREEMENT, FOR WHICH A BOND IS REQUIRED FOR THE PERFORMANCE OF ALL THE TERMS, CONDITIONS, OF SAID LEASE AGREEMENT.  
 LEASE AGREEMENT NO. \_\_\_\_\_

STATE OF CONNECTICUT  
 DEPARTMENT OF TRANSPORTATION  
 BUREAU OF ENGINEERING &  
 CONSTRUCTION

NAME OF LEASE HOLDER
<u>BOND NUMBER</u>

LEASE BOND (rev 8/2016)

*Know all Men by these Presents,*

That we, \_\_\_\_\_ of the Town of \_\_\_\_\_, County of \_\_\_\_\_  
 (Lessee)

\_\_\_\_\_, and State of Connecticut, as Principal, and \_\_\_\_\_,  
 (Bonding Company)

of the State of \_\_\_\_\_ having an office and place of business at \_\_\_\_\_

\_\_\_\_\_, as surety, are held and firmly bound unto the State of

Connecticut, in the sum of \_\_\_\_\_ DOLLARS,

lawful money of the United States, to be paid to assure completion of all work for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators and assigns, jointly and severally by these presents, the said bond and surety to continue to be holden to the State of Connecticut until consent to the cancellation thereof is given in writing by the Commissioner of Transportation of Connecticut or his authorizing agent.

The condition of this obligation is such, that

WHEREAS, the above named Principal has received, or may, upon his application, receive a lease agreement from the State of Connecticut for use of land on, about or adjacent to a highway or for the use on, over, or below the state highway right of way as is or may be particularly specified in said lease agreement, to which lease agreement reference is hereby made and are made a part hereof; and

WHEREAS, the said Principal has undertaken and does hereby agree to comply with all the rules, regulations and restrictions of said State of Connecticut in regard to said lease agreement.

NOW THEREFORE, if the said Principal fails to complete the required work described in the lease agreement it will be the responsibility of the bonding company to arrange for the completion of all necessary work as required, to the satisfaction of the State and, if the said Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements specified in said lease agreement and shall well and truly save harmless and indemnify the said State of Connecticut and the Commissioner of Transportation of said State, or either of them, from damages and costs that the State of Connecticut or the Commissioner of Transportation may suffer, be liable for, or be compelled to pay, or in fact does pay, for any injuries or damages which may be caused by any action or work being carried on either by the said Principal, his servants, agents or employees, under any lease agreement issued or which may be issued by said State of Connecticut or its authorized agent, or by reason of negligence or violation of any law on the part of said Principal, his servants, agents, or employees, and, further, indemnify said State of Connecticut for any expenses that said State of Connecticut or the Commissioner of Transportation may suffer, be liable for, or be compelled to pay, or in fact does pay for any required adjustments to the highway and its facilities to a comparable condition, including but not limited to removing signage, removing pavement, refilling openings or excavations, removing cable guide railings, removing trees, tree stumps and other obstructions, replacing drainage involving driveways and restoring pavements open or excavated, satisfactory to the State, as existed prior to the initiation of the work by said principal, his servants, agents or employees, then his obligation shall be void; otherwise to remain in full force and effect.

All of the provisions of the foregoing are to be subject to the present statute laws of the State of Connecticut and to any change, alteration or repeal of any existing laws as may be enacted by any future session of the Legislature of the State of Connecticut.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the \_\_\_\_\_ day of

\_\_\_\_\_, in the year two-thousand\_\_\_\_\_

Witness to Lessee's Signature

\_\_\_\_\_  
 Lessee's Signature L. S.

\_\_\_\_\_  
 Bond Company Name L. S.

\_\_\_\_\_  
 Bond Company Address

\_\_\_\_\_  
 Agent Representing Bond Company L. S.