



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



95
Rev

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
August 12, 2013

REQUESTED ACTION

Pursuant to RSA 228:31, AUTHORIZE the Department of Transportation to sell a historic 1 ½ story, wood-frame house, which requires removal from state owned property located at 19 Prospect Street (US Route 3) in the Town of Lancaster, to Lewis Niles for five hundred (\$500.00) dollars, effective upon Governor and Executive Council approval.

It has been determined by the Division of Finance that this parcel was originally purchased with 100% Highway Funds. No Administrative Fee will be charged on this transaction.

Funding is to be credited to the Highway Fund as follows:

04-096-096-960015-0000-UUU-409279
Sale of Building

FY 2014
\$500.00

EXPLANATION

In 2001, the Department acquired a historic 1 ½ story, wood-frame house from Colin F. Sutherland and Lisette M. Sutherland located on Prospect Street (US Route 3) in Lancaster for the Lancaster 13654 project because of safety issues associated with the location of the house and a sharp bend in the road. The removal of this structure is required to improve sight visibility and the road curvature. The removal of the house will include backfilling of the foundation, as well as site clean up. Because of the building's historic significance, the Department is obligated to advertise the sale of this historic house.

A successful purchaser of this house would need to sign and adhere to permanent restrictive covenants regarding the preservation and maintenance of this house.

The Department advertised the sale and removal of this house in local and statewide newspapers. Sealed bids were opened on July 18, 2013. One bid was received as listed below:

Bidder No. 1	Lewis Niles	\$500.00
	102 Spencer Road	
	Whitefield, NH 03598	

Lewis Niles was the successful bidder with a bid of \$500.00.

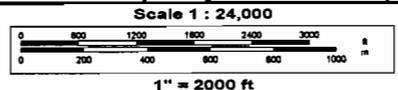
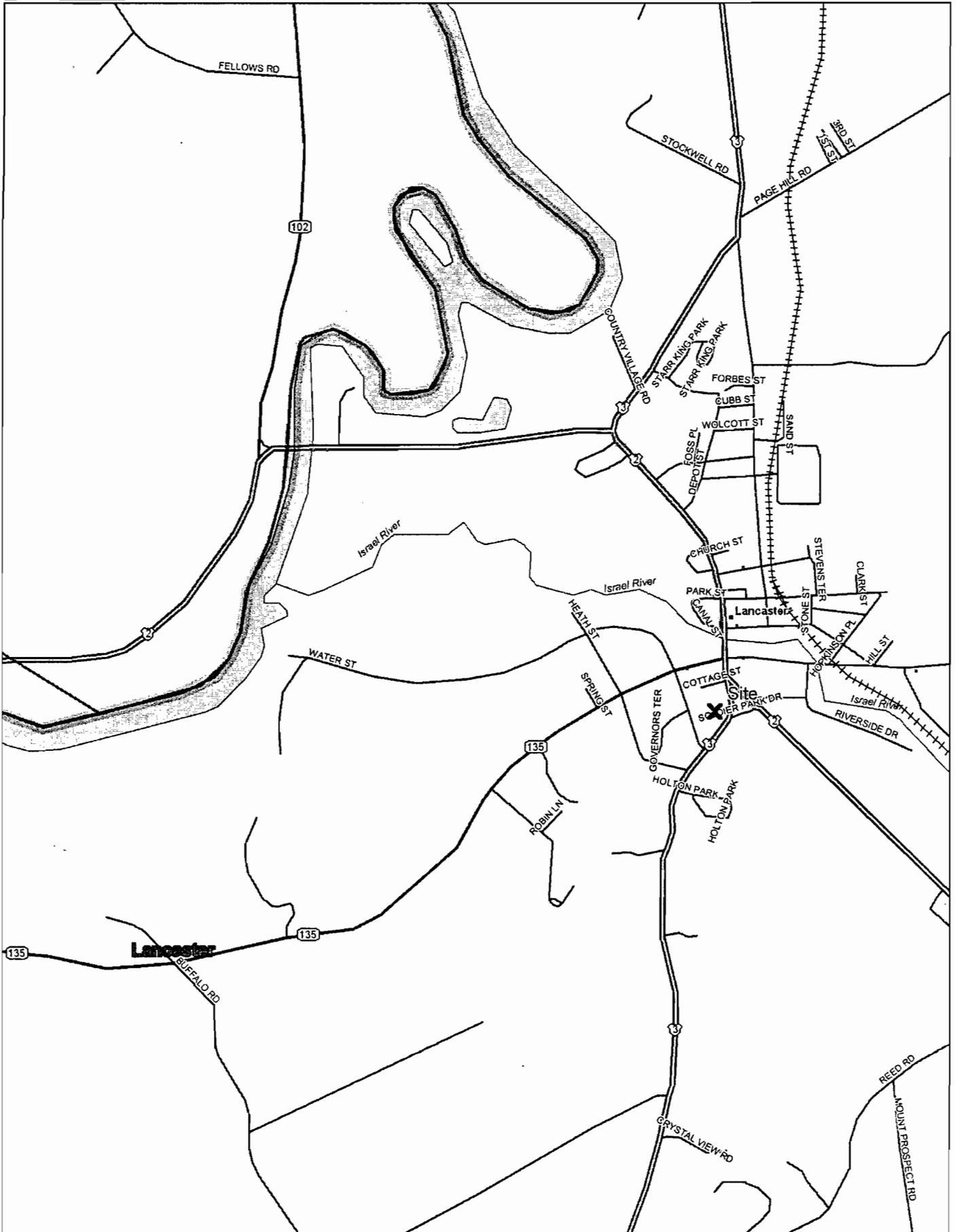
Authorization is respectfully requested to sell this historic 1 ½ story wood-frame house to Mr. Niles for removal as outlined above.

Respectfully,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr." with a stylized flourish at the end.

Christopher D. Clement, Sr.
Commissioner

CDC/PJM/dd
Attachments



BID AND AGREEMENT FOR SALE AND REMOVAL

I, Lewis Niles
(Print Name)

of Whitford N.H. 102 Spencer Rd.
(Fill in complete address and phone number)

hereby bid \$ 500. -
(Fill in dollar amount)

for Item No. 1, 6 of the Lancaster sale.

BID ITEM NO. 1 - LANCASTER

I/We agree to indemnify, defend and save harmless the State of New Hampshire, its agents and employees from any and all claims or demands of any nature.

A certified check in the amount of ten percent (10%) of my bid is attached hereto. I/We shall submit the balance within ten (10) days upon Governor and Executive Council Approval, which takes approximately four (4) to six (6) weeks after the bid opening. The successful bidder must remove the structure(s) from State-Owned land. The move and site clean-up must be completed on or before **June 1, 2014**. A separate certified check for the **\$5,000 deposit will be required from the successful bidder and will be returned upon the approval of the site clean up.** The site clean up includes the removal of the foundation walls to a depth of 1' below the existing ground level. The cellar hole must be filled with clean and acceptable sand fill material and then graded to match the existing ground. All rubbish and debris will be removed and the site will be left in a clean and safe condition within fifteen (15) days from removal. The deposit will be returned upon final inspection and approval of the site by the State. The return of this deposit takes approximately three (3) weeks after site approval. The Department of Transportation reserves the right to retain this site clean up deposit if the site is deemed unsatisfactory or unsafe. The State shall be the sole judge of what shall constitute a satisfactory clean up and shall work with the bidder to ensure a clean, safe and acceptable site. Any questions regarding the scope of work in regards to the site clean up should be addressed to Brian Schutt, P.E. District Engineer, District 1 Maintenance Office in Lancaster NH or Phillip Miles with the Bureau of Right of Way.

I understand that the award of this historic house is not dependent on the highest bid. The successful bidder(s) will be the one whose proposal most satisfactorily meets historic preservation requirements as enunciated in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings". Permanent restrictive covenants regarding the preservation and maintenance of this structure must be signed by the successful bidder at closing.

I further understand that these properties were acquired for the Lancaster 13654 Project. As the successful bidder, I further agree that should this structure be relocated within the layout of the associated transportation improvement project that the State is not liable for any payment, relocation benefits, damages, costs or compensation of any kind whatsoever to the successful bidder or any subsequent owners or tenants.

Upon receipt of the total bid and approval by the Governor and Executive Council, the Department will issue a Bill of Sale. It is a further condition of this sale that the Buyer agrees to record this Bill of Sale in the County Registry of Deeds in conjunction with the property deed on which this structure will be located.

There are maximum dimensions that are allowed to pass over State Highways. If I am the successful bidder I will be required to obtain a permit prior to the structures being moved along or across any State-maintained highway. The permit may require the buildings to be partially dismantled. If such a move is anticipated, bidders are advised to contact the New Hampshire Department of Transportation Permit office at (603) 271-2693. Any clean up still required after the deadline shall be performed by the State and the cost deducted from the deposit. I/We further understand that if all structures are not removed by the deadline the bid will be forfeited and the State shall have the right to re-advertise the structure for sale and removal.

I/We further understand and agree that if I/We are the successful bidder that the 10% deposit as well as the balance of the bid are non-refundable if I/We are unable to meet the terms of this Agreement.

Laura Black July 18, 2013
Witness Date

[Signature] 7/18/13
Signature Date

