CJG

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
September 15, 2025

REQUESTED ACTION

Pursuant to RSA 4:39-c, authorize the New Hampshire Department of Transportation (Department) to sell 1.6 +/- acres of State-owned land situated on the northerly side of NH Route 140 in the Town of Gilmanton, identified as Tax Map 414, Lot 9-1. The sale will be direct to Brian Lamarsh and Mark Hinkley (Buyers), who have agreed to purchase the land for $27,000. We will assess an administrative fee of $1,100, effective upon approval by the Governor and the Executive Council.

The Department's Bureau of Finance and Contracts has confirmed that the parcel was purchased initially using 100% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	FY 2026 $1,100
04-096-096-960015-0000-UUU-409279 Highway Funds (100% of $27,000)	FY 2026 $27,000

EXPLANATION

The Department received a request from the Buyers to acquire the 1.6 +/- acres of state-owned land. This parcel was acquired for the Gilmanton Corner – Iron Works Road Project, SAC -1635, S-1170. The following is the parcel that the Buyer requests.

The State of New Hampshire acquired the property on February 4 and February 5, 1947, in four separate warranty deeds (1/4 interest each). Two conveyances were dated February 4, 1947, including from Ernest S. Beck and Lawrence P. Beck (Book 301, Page 318/319, Book 301, Page 322, respectively), and two conveyances were dated February 5, 1947, including from Howard F. Beck and Helen M. Charles

(Book 301, Page 320, Book 301, Page 321 respectively). All four deeds were recorded within the Belknap County Registry of Deeds on March 24, 1948. NHDOT references the acquisition and property as Gilmanton S. A. C. for 1946, Project 1170, Parcel 8.

The Department has deemed this parcel to be surplus to the Department's operational needs, and it is available for disposal. The sale will be subject to the following conditions:

The Buyers are responsible for obtaining all local and state land use approvals precedent to closing.

As a condition of this sale, the buyers will be required to commission a Land Surveyor licensed in NH to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the buyers must record the plan under RSA 478:1-a in the Belknap County Registry of Deeds, from which the Department will prepare the conveyance deed. The Grantee will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel.

At the November 12, 2024 meeting of the Long-Range Capital Planning and Utilization Committee, the request (LRCP 24 -039) was approved. The Department is authorized to proceed with the sale of the parcel consisting of 1.6 +/- acres of State-owned land. The sale price provides for a contributory market value of $27,000, and the Department will assess an additional administrative fee of $1,100.

Pursuant to RSA 4:39-c, the Department formally solicited interest from the Town of Gilmanton and received no response. A phone call to the town administrator, Heather Carpenter, went unanswered.

Pursuant to RSA 204-D:2, the Department formally solicited interest from the New Hampshire Housing Finance Authority and received no response. A phone call to the NHHFA went unanswered.

The Department requests authorization to proceed with the sale of this land with the conditions noted above.

Respectfully,

William J. Cass, P.E.
Commissioner

WJC/JEP
Attachments

414-009-001 Axisgis

Town of Gilmanton, NH

1 inch = 274 Feet

CAI Technologies
Precision Mapping. Geospatial Solutions.

www.cai-tech.com

March 4, 2025

0 274 548 822

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

STATE	PROJ. NO.	SHEET NO.	TOTAL SHEETS
N.H.			

INDEX OF SHEETS

SHEET NO. 1	TITLE PAGE
2	TYPICAL SECTIONS OF IMPROVEMENT
3-4	SUMMARY
5-6	BOX CULVERTS
7-23	PLANS & PROFILE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

PLANS OF PROPOSED
STATE AID PROJECT
NO. SAC 1635

N.H. PROJECT NO. S-1170

GILMANTON CORNER – IRON WORKS ROAD

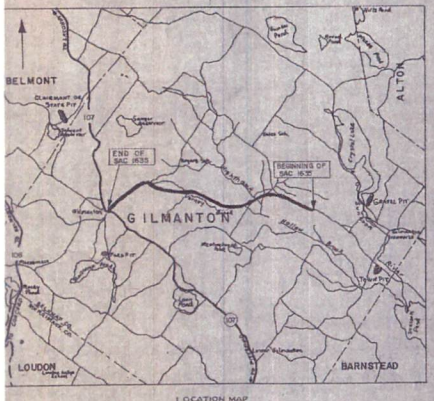
SCALES: PLAN 1" = 50'; PROFILE VERT. 1" = 10', HOR. 1" = 50'; CROSS SECTION VERT. 1" = , HOR. 1" =

THIS PROJECT TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS DATED ~~1948~~ MAY 1, 1941

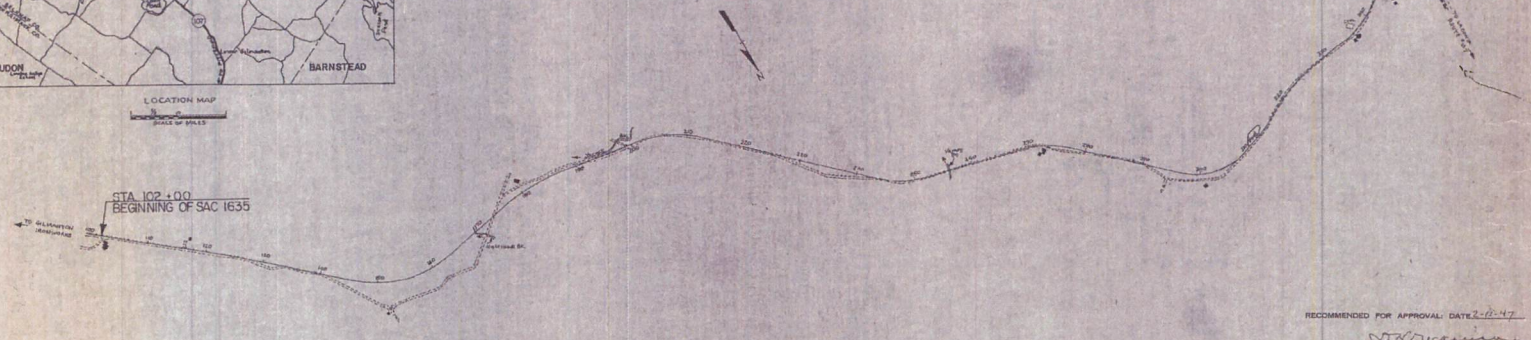
FILE NO. 4051

DESIGN DATA

AVERAGE DAILY TRAFFIC	19....	
AVERAGE DAILY TRAFFIC	19....	
TRAFFIC CLASSIFICATION		
DESIGN SPEED		M.P.H.
MAXIMUM CURVATURE		DEGREES
MAXIMUM GRADIENT		%
NON-PASSING SIGHT DISTANCE		
K FACTOR – CREST	SAG	
LENGTH OF PROJECT		MILES



LOCATION MAP
SCALE OF MILES



CONVENTIONAL SIGNS

STATE LINE, TOWN LINE, FENCE, STONE WALL, UNFENCED PROPERTY, TRAVELED WAY, RAILROAD, RETAINING WALL, SEWER MANHOLE, HYDRANT, LEDGE, BRUSH LINE, MARSH, PROPERTY PARCEL NO.
R.O.W. LINE, SURVEY LINE, CULVERT, POWER POLE, TELEPHONE POLE, TELEGRAPH POLE, JOINT POWER & TEL. POLE, GROUND ELEVATION (LEFT), GRADE ELEVATION (RIGHT), SLOPE LINE, CATCH BASIN, DROP INLET, BOUND, CLEARING & GROBBING AREA

LAYOUT
SCALE 1" = 200' FEET

TOWN OF GILMANTON
COUNTY OF BELKNAP

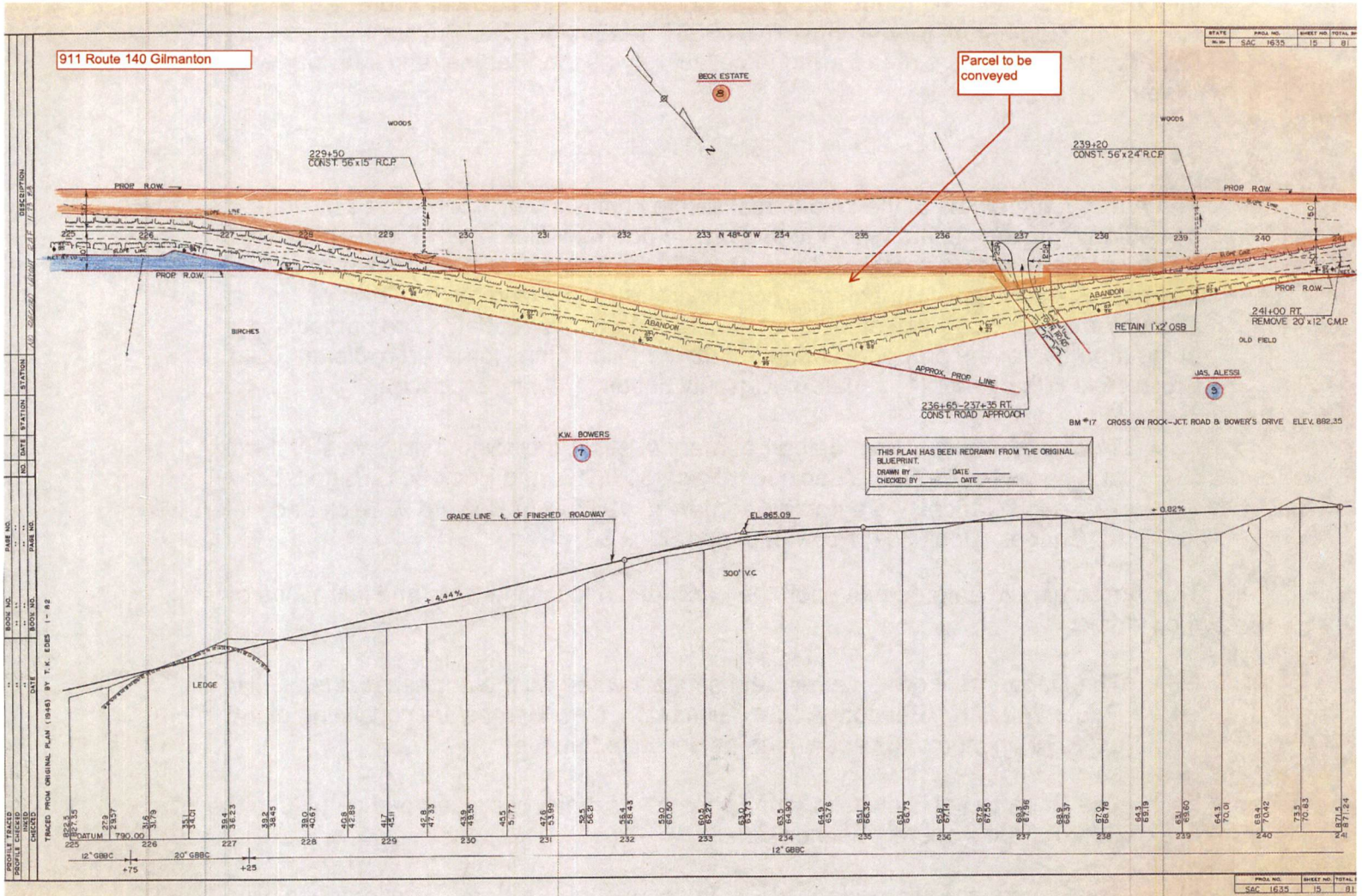
THIS PLAN HAS BEEN REDRAWN FROM THE ORIGINAL BLUEPRINT.
DRAWN BY _____ DATE _____
CHECKED BY _____ DATE _____

RECOMMENDED FOR APPROVAL: DATE 2-11-47
DEPUTY COMMISSIONER AND CHIEF ENGINEER
APPROVED:
COMMISSIONER

SECONDARY ROADS ENGINEER

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
APPROVED:
DIVISION ADMINISTRATOR DATE

PROJ. NO.	SHEET NO.	TOTAL SHEETS
SAC 1635	1	23


911 Route 140 Gilmanton
Parcel to be conveyed
BECK ESTATE
8
WOODS
229+50
CONST. 56'x15" R.C.P.
239+20
CONST. 56'x24" R.C.P.
PROP. R.O.W.
SLOPE LINE
BLOW CAP
N 48°-01' W
ABANDON
BIRCHES
APPROX. PROP. LINE
236+65-237+35 RT.
CONST. ROAD APPROACH
RETAIN 1'x2' OSB
241+00 RT.
REMOVE 20'x12" C.M.P.
OLD FIELD
JAS. ALESSI
5
K.W. BOWERS
7
BM #17 CROSS ON ROCK-JCT. ROAD & BOWER'S DRIVE ELEV. 882.35
THIS PLAN HAS BEEN REDRAWN FROM THE ORIGINAL BLUEPRINT.
DRAWN BY ____ DATE ____
CHECKED BY ____ DATE ____
GRADE LINE ℄ OF FINISHED ROADWAY
EL. 865.09
+0.82%
+4.44%
300' V.C.
LEDGE
DATUM 790.00
12" GBBC
20" GBBC
+75
+25
STATE
PROJ. NO.
SHEET NO.
TOTAL SH.
SAC 1635
15
81
DESCRIPTION
STATION
DATE
NO.
PROFILE TRACED
PROFILE CHECKED
INKED
CHECKED
BOOK NO.
PAGE NO.
TRACED FROM ORIGINAL PLAN (1945) BY T.K. EDES 1-82

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 13 day of August, 2025, by and between the State of New Hampshire, Department of Transportation, (hereinafter the "Department") having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 and Brian Lamarsh and Mark Hinkley or their designee at closing (under common control), with a residential address of 911 Route 140, Gilmanton, New Hampshire, 03837 (hereinafter the "Buyers"). The Department and Buyers are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

The Agreement relates to the sale of real estate consisting of 1.6 +/- acres of State-owned unimproved vacant land, located on the northerly side of NH Route 140 (aka Belmont Road) and southerly of Seibel Road in the Town of Gilmanton, County of Belknap, State of New Hampshire. The property is recognized by the Town of Gilmanton as an independent lot of record, Tax Map 414, Lot 9-1. More particularly being a portion of the properties acquired for the Gilmanton Corner-Iron Works Road Project S-1170, by four (4) separate warranty deeds (1/4 interest each):

- Two conveyances were dated February 4, 1947, including from Ernest S. Beck and Lawrence P. Beck (Book 301, Page 318/319, and Book 301, Page 322,)
- Two conveyances were dated February 5, 1947,from Howard F. Beck and Helen M. Charles (Book 301, Page 320, and Book 301, Page 321).

This Agreement is entered into upon the basis of the following facts and intentions of the Parties:

I. The Department owns certain real estate located on the northeast side of NH Route 140 (AKA Belmont Road), Gilmanton, New Hampshire consisting of 1.6 +/- acres of unimproved vacant land as described above.

II. The Department is divesting the Property, as it has been deemed surplus to the Department's operational needs.

III. The Buyers are afforded the ability to acquire the Property in accordance with New Hampshire State Law RSA 4:39-c.

IV. The Buyers, subject to the contingencies set forth within this Agreement, desire to acquire the Property from the Department.

V. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council.

VI. All Parties to this Agreement are willing to proceed upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **DESCRIPTION OF PROPERTY AND REAL ESTATE TRANSACTION:**

1.1. ***General***: Pending the results of the Buyers' due diligence and the other conditions in this Agreement, the Department intends to sell to the Buyers, and the Buyers intend to acquire from the Department, the Property, consisting of 1.6 +/- acres, as shown on Gilmanton SAC-1635, S-1170 sheet # 15 (listed as **EXHIBIT 1)** and Gilmanton Tax Map 414 Lot 9-1 (listed as **EXHIBIT 2).**

1.2. ***Purchase Price***: The Buyers shall acquire the Property for the sum of TWENTY-SEVEN THOUSAND DOLLARS ($27,000) due at closing. The department will also assess a $1,100 administrative fee. A sum of FIVE HUNDRED DOLLARS ($500) has been received, and the remaining SIX HUNDRED DOLLARS ($600) will be due at closing. The balance at closing will be a sum of TWENTY-SEVEN THOUSAND SIX HUNDRED DOLLARS ($27,600).

1.3. ***Payment of Purchase Price***: The purchase price shall be paid in full by the Buyers, by certified check or bank check, made out to "Treasurer State of New Hampshire", and presented to the Department at the closing and conveyance of the Property to the Buyers.

1.4. ***Conditions of sale***: The Property is being sold "AS IS, WHERE IS, and WITH ALL FAULTS," with the sale conditions approved by the Long-Range Capital Planning and Utilization Committee on November 12, 2024, (LRCP #24-039) pending the Governor and Executive Council approval. The following sale conditions must be satisfied prior to closing:

1.4.1 The Buyers must commission a Land Surveyor licensed in New Hampshire to prepare a perimeter boundary plan illustrating the existing Right of Way or any mutually agreed-upon adjustments. All survey work must adhere to the New Hampshire Code of Administrative Rules 503.09 (listed as **EXHIBIT 3**) and encompass all elements outlined in the NHDOT Right of Way Layout Plan checklist (listed as **EXHIBIT 4**). The Preliminary plans, submitted for review and approval by the NHDOT Bureau of Right of Way, must include all missing and proposed boundary lines, as well as Right-of-way deflection points, PTs, and PCs, appropriately monumented. Following approval from the Department, the surveyor is obligated to record the plan in the Belknap County Registry of Deeds. Upon

request, the Buyers shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.

1.4.2 The Buyers shall be responsible for obtaining all local and State land use approvals precedent to the closing.

1.5. ***Access to Property***: The Department hereby grants authorization to the Buyers, its employees, representatives, consultants, and agents to enter the Property to complete due diligence and for all other purposes necessary to carry out the terms of this Agreement. All times and dates for such access shall require prior approval by the Department, and such approval will not be unreasonably withheld.

The Department and the Buyers shall coordinate all access to the Property by third parties working on behalf of the Buyers as part of the Buyers' due diligence.

The Buyers shall indemnify, defend, and hold harmless the Department from and against all claims, actions, damages, or losses arising out of the Buyers' activities under this paragraph during its inspection and subsequent tasks related thereto which are caused solely by the Buyers' negligence. The Buyers shall require all contractors who are retained to complete due diligence or for any other purpose necessary to carry out the terms of this Agreement, and who will need to access the Property, to obtain a certificate of insurance for $2 million aggregate, $1 million per occurrence naming the Department as an additional insured. The Buyers shall also require any such contractors to execute the Buyers' standard indemnification form, naming both the Buyers and the Department as indemnified parties. The standard indemnification form shall be as follows unless written approval of a requested change is granted by both the Department and Buyers:

> "The contractor agrees to indemnify, defend, and save harmless the Buyers and the Department, their officials, officers, agents, and employees from any claims and losses accruing or resulting to any contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. This indemnification shall survive the expiration or early termination of this contract."

1.6. ***Closing*:** The Parties agree that the Closing shall occur within **one hundred eighty (180) days** after final approval of the sale by the Governor and Executive Council unless otherwise mutually agreed by the Parties.

1.7. ***Deed Preparation; Recording Fees***: The Department shall convey the Property by Quitclaim Deed. The Department shall prepare all deeds at its expense.

1.8. ***Transfer Taxes and Recording Fees***: Pursuant to the New Hampshire State Law RSA 78-B:2, the Department is exempt from the Real Estate Transfer Tax.

1.9. ***Department's Disclosures:*** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Property.

1.10. ***Casualty and Condemnation***: In the event that the Property, before closing, is damaged by fire, flood, collapse, or other casualties, the Department, or the Buyers, at any time after the occurrence of such damage or casualty, may elect to terminate this Agreement by written notice, in which event all other obligations of the Parties hereunder shall cease and this Agreement shall thereupon be void and of no further force or effect. In the event of a casualty, the Department and the Buyers agree to hold each other harmless from any claim for any costs, damages, liabilities, or financial losses it may incur.

2. **Buyers' Contingencies**: The Buyers' obligation to Close on the acquisition of the Property shall be subject to the following contingencies, the failure to satisfy any one of which shall give the Buyers any of the options set forth below and, in addition, the right to withdraw from this Agreement, after which the Buyers shall have no further obligation to the Department.

2.1. **Title:** **Time being of the essence,** upon execution of this Agreement by the Parties, the Buyers may perform a title examination of the Property within fifteen (15) days, to be reasonably satisfied that title to the Property is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyers or Department and all deposits shall be refunded to the Buyers, provided that written notice is delivered within the said time frame, **time being of the essence**. If no notice is given within said time frame, then any objections to the title are waived.

3. ***Representations and Warranties of the Buyers***. The Buyers hereby represents and warrants that:

3.1 The execution and delivery of this Agreement and the performance of the Buyers' obligations hereunder have been duly authorized by such action as necessary. This Agreement constitutes the legal, valid, and binding agreement of the Buyers, enforceable against the Buyers by its terms subject only to the conditions set out in this Agreement.

3.2 Subject to the conditions set out in this Agreement, neither the execution nor delivery by the Buyers of this Agreement, the performance by the Buyers of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyers of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law, charter, ordinance or governmental regulation applicable to the Buyers, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Buyers are a party or by which the Buyers or any of their properties or assets are bound, or constitutes a default there under.

3.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Buyers, except such as have been duly obtained or made or disclosed in this Agreement.

3.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Buyers, wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Buyers of their obligations hereunder or the performance by the Buyers of their obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Buyers in connection with the transactions contemplated hereby.

4 ***Representations and Warranties of the Department***. The Department hereby represents and warrants to the best of its knowledge and belief that:

4.1 The Department has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance of this Agreement subject to the Department seeking and obtaining final approval by the Governor and Executive Council in accordance with RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the

Department and upon approval by the Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.

4.2 Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.

4.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.

4.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Department, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Department of their obligations hereunder or the performance by the Department of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Department in connection with the transactions contemplated hereby.

5 GENERAL PROVISIONS

5.1 ***Cooperation***: The Buyers and the Department agree to cooperate with each other to achieve the purposes of this Agreement and, in connection therewith, to take such further actions and to execute such further documents as may reasonably be requested by the Department, the Buyers, or their representatives, agents, and consultants.

5.2 ***Entire Agreement; Amendments.*** This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter herein and supersedes all prior agreements and understandings between the Parties. This Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties hereto or by the

Party against which enforcement is sought. Any change, modification, or amendment, that requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.

5.3 ***Binding Effect; Successors and Assignors.*** The terms and provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, their respective heirs, successors, assigns, and nominees.

5.4 ***Headings.*** The headings to the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.

5.5 ***Exhibits.*** All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.

5.6 ***Governing Law.*** This Agreement shall in all respects be governed by, and construed and enforced by, the laws of the State of New Hampshire.

5.7 ***Enforceability.*** Any provision of this Agreement that is determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

5.8 ***Consent to Jurisdiction and Venue.*** The Department and the Buyers submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Merrimack County Superior Court. Both Parties hereby waive their right to a jury trial.

5.9 ***Independent Parties.*** The Department and the Buyers are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between any of them or among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.

5.10 ***Survival of Agreement.*** The agreements, covenants, and representations contained herein shall survive the execution and delivery of this Agreement.

5.11 ***Waivers.*** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same

may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.

5.12 ***No Rights Conferred Upon Others.*** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

5.13 ***Preservation of Rights.*** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyers may have for the collection of real property taxes under the law unless expressly set forth herein.

5.14 ***Time of the Essence.*** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.

5.15 ***Good Faith and Fair Dealing.*** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.

5.16 ***Municipal Approvals.*** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyers or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable governmental subdivisions, Boards, Committees, Commissions, or agencies, including but not limited to the requirement that the agreement is to be approved by the Governor and Executive Council under RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyers.

5.17 ***Warranties and Representations:*** The Department and the Buyers each acknowledge that they have not been influenced to enter this transaction or relied upon any warranties or representations not specifically set forth or incorporated into this Agreement.

5.18 ***Severability Clause:*** In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

LIST OF EXHIBITS

EXHIBIT 1: Gilmanton SAC 1635 P-1170 sheet # 15

EXHIBIT 2: Gilmanton Tax Map 414 Lot 9-1

EXHIBIT 3: New Hampshire Code of Administrative Rules 503.09

EXHIBIT 4: Right-of-Way Layout Plan Checklist

[The remainder of this page was left blank intentionally]

BUYERS:

By: _____ Date: 8/11/25

Printed: Brian Lamarsh
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Signed or attested before me on the 11 day of August, 2025.

_____
Justice of the Peace/Notary Public

(Seal)

My Commission Expires

Donna M. Jones
Notary Public, State of New Hampshire
My Commission Expires Feb. 03, 2026

By: _____ Date: 8/11/25

Printed: Mark Hinkley
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Signed or attested before me on the 11 day of August, 2025.

_____
Justice of the Peace/Notary Public

(Seal)

My Commission Expires

Donna M. Jones
Notary Public, State of New Hampshire
My Commission Expires Feb. 03, 2026

SELLER(S) INITIALS EGS, ____

BUYER(S)INITIALS BL, MH

SELLER:

STATE OF NEW HAMPSHIRE

By: _____ Date: 8.13.2025

Printed: Eric G. Sargent
Administrator, Bureau of Right-of-Way
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Signed or attested before me on the 13th day of August, 2025.

_____
Justice of the Peace/Notary Public

(Seal)

JAMES E. PARRY
STATE OF
-MY-
COMMISSION
EXPIRES
FEBRUARY 5,
2030
NEW HAMPSHIRE
NOTARY PUBLIC

My Commission Expires: 02/05/2030

SELLER(S) INITIALS EGS

BUYER(S)INITIALS

EXHIBIT 1

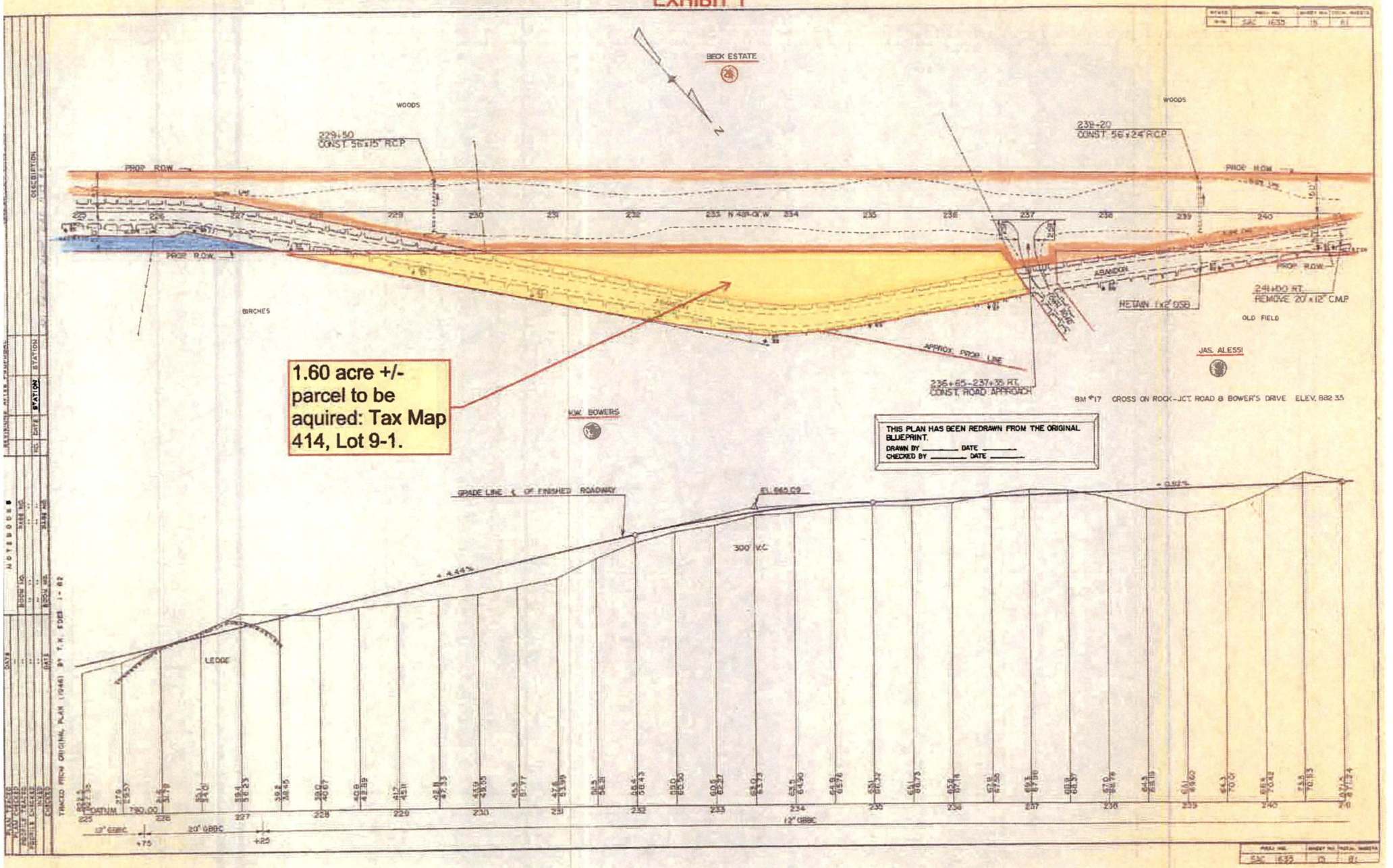

BECK ESTATE
WOODS
WOODS
229+50
CONST 56x15" RCP
232+20
CONST 56x24" RCP
PROP R.O.W.
PROP R.O.W.
PROP R.O.W.
PROP R.O.W.
N 48°-01' W
ABANDON
RETAIN 1x2" OSB
241+00 RT.
REMOVE 20'x12" CMP
OLD FIELD
BIRCHES
APPROX PROP LINE
236+65-237+35 RT.
CONST. ROAD APPROACH
JAS. ALESSI
H.W. BOWERS
BM #17 CROSS ON ROCK-JCT. ROAD & BOWER'S DRIVE ELEV. 882.35
THIS PLAN HAS BEEN REDRAWN FROM THE ORIGINAL BLUEPRINT.
DRAWN BY _____ DATE _____
CHECKED BY _____ DATE _____
GRADE LINE ℄ OF FINISHED ROADWAY
EL. 865.09
300' V.C.
+4.44%
-0.92%
LEDGE
DATUM 780.00
12" CSPC
20" CSPC
12" CSPC
+75
+25
TRACED FROM ORIGINAL PLAN (1946) BY T.K. FEB. 1-82
NOTEBOOKS
DESCRIPTION
STATION
STATION
DATE
REVISIONS AFTER PRELIMINARY
PLAN TRACED
PLAN CHECKED
PROFILE TRACED
PROFILE CHECKED
DATE
CHECKED
SAC 1635
1.60 acre +/- parcel to be aquired: Tax Map 414, Lot 9-1.

EXHIBIT 2

Gilmanton, NH

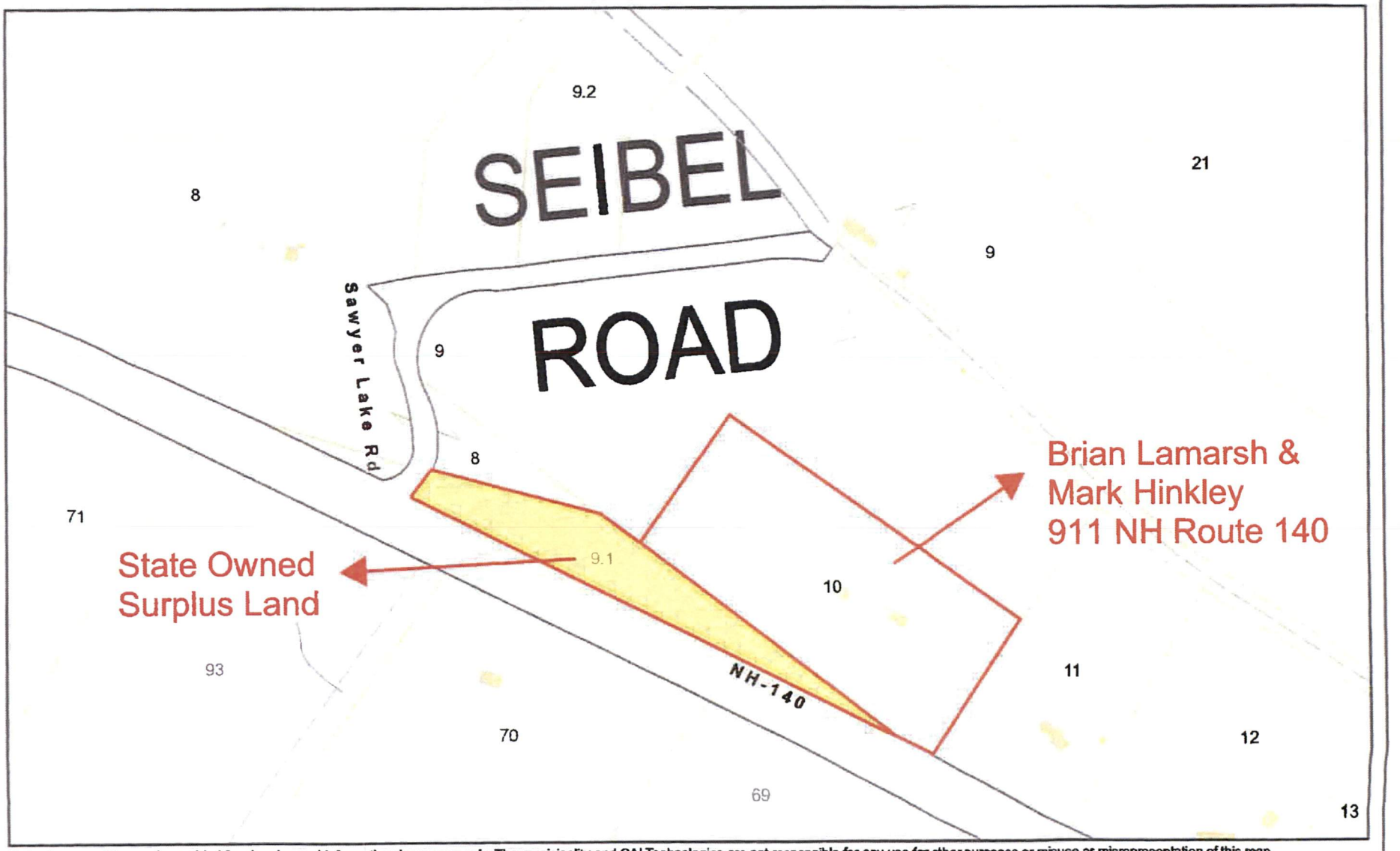
April 10, 2022

1 inch = 273 Feet

0 273 546 819

CAI Technologies

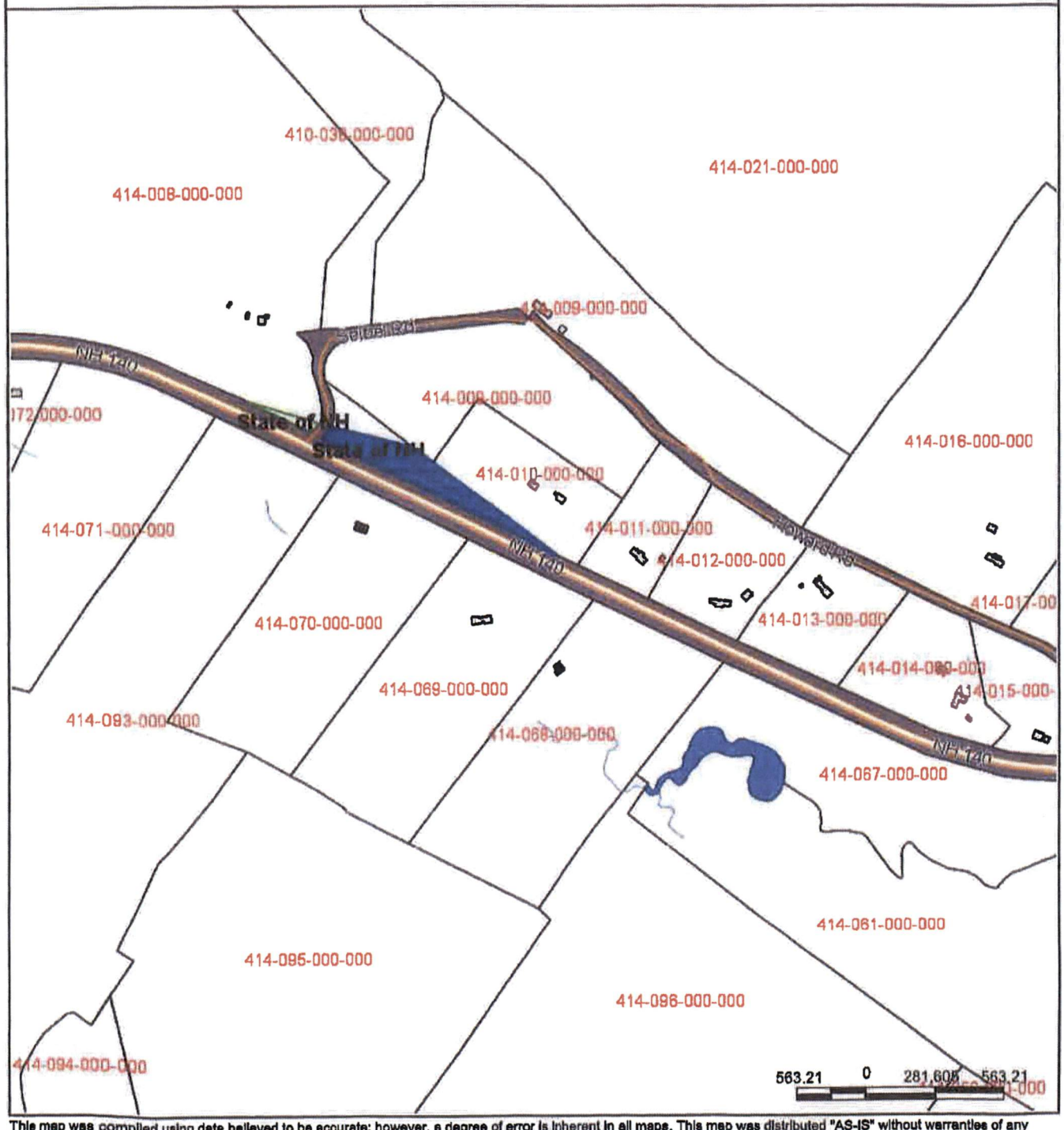
www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

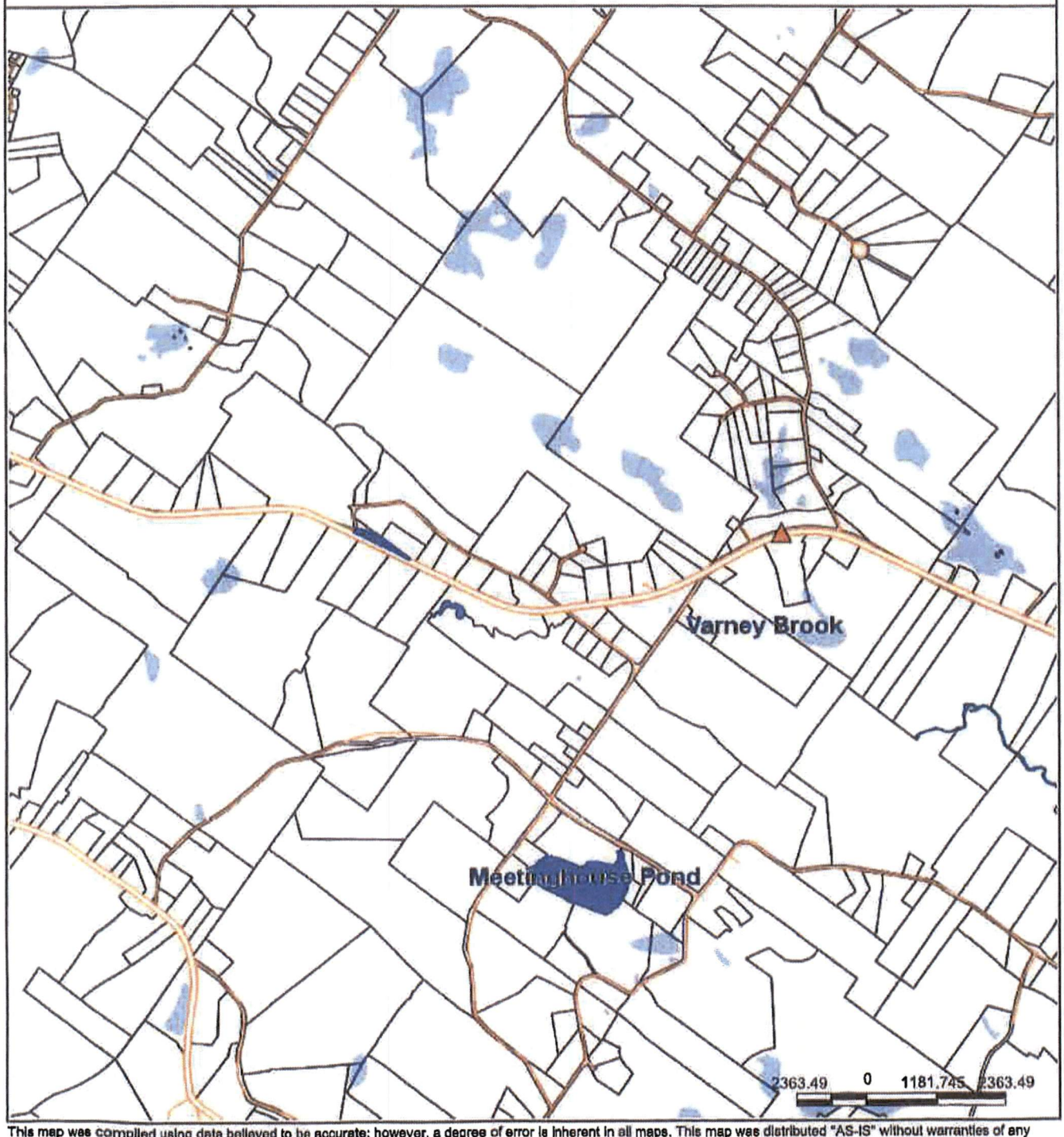
MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

EXHIBIT 3

N.H. Code Admin. R. Lan 503.09

Current through Register Vol. 42, No. 41, October 13, 2022

Section Lan 503.09 – Plats

(a) For results of a survey where a plat is prepared, the plat shall identify the tract or parcel and contain enough information so that the boundaries of the parcel of interest can be located with certainty in the future by a competent land surveyor.

(b) As appropriate to the purpose of the survey, a survey plat shall contain, but not be limited to, containing the following:

(1) The municipality, date, scale, bar scale, and description or purpose of the plan;

(2) The name and address of the company or individual which prepared the plat, or both, and the name and seal of the licensed land surveyor;

(3) Owner of record with a mailing address, assessor's parcel number, and title reference;

(4) Meridian arrow and origin with the date of observation or reference plat;

(5) Vicinity map;

(6) Bearing and horizontal distances on all pertinent property lines;

(7) Curved boundary lines showing radius, delta, and length;

(8) On non-tangent curves, a course and distance of the long chord shall be shown;

(9) Irregular boundaries without curves, such as rivers or streams, or with curves which have no definable geometry, shall have sufficient information to mathematically close the plat;

(10) Tie lines, when used, shall be noted that they are not property lines;

(11) All monuments set or found, including monuments with tie lines on which establishment of the corners of the surveyed premises are dependent;

(12) Monuments shall be described as to material, and the relation of the monument to the surveyed lines and/or corner;

(13) Lines of possession where they affect the surveyed boundaries;

(14) Abutters with title reference and assessor's parcel number;

(15) Easement and right-of-way limits, references to easements and encumbrances of record, whether private or public and evidence of any unwritten interests observed, to the extent that they have a physical effect on the land;

(16) Revision dates and purposes;

(17) Legend, unless symbols are clearly identified within the plat;

(18) Man-made structures pertinent to the purpose of the surveyed project;

(19) Plats and data relevant to the survey;

(20) Any record evidence of a cemetery or burial ground shall be duly noted on the plat unless such cemetery or burial ground is located on the plat;

(21) The area of the subject tract or parcel, expressed in acres unless the area is less than 2 acres, in which case the area may be expressed in square feet;

(22) If a boundary, easement, or right-of-way shown on the tract is an elevation, the referenced datum shall be noted on the plat along with at least one permanent benchmark with reference elevation;

(23) All benchmarks shall be adequately described on topographic surveys or boundary surveys when property lines are defined by an elevation to enable it to be recovered at a later date;

(24) A certification by the land surveyor stating the method and classification of the survey or the precision and accuracy attained; and

(25) If coordinates of positions are shown the following shall also be included:

a. The units of reported coordinates;

b. The horizontal datum and coordinate system of the horizontal coordinates;

c. Vertical datum of the vertical coordinates; and

d. Basis of bearings.

N.H. Code Admin. R. Lan 503.09

EXHIBIT 4

RIGHT-OF-WAY LAYOUT PLAN CHECKLIST

Revised 1/31/2024

PROJECT:_____

(Refer to Sample ROW Plans in Volume II of the Highway Design Manual. Any variations must be approved through the NHDOT licensed land surveyor in charge of Survey and Mapping, Bureau of Right-Of-Way)

The plans being submitted to the Registries for recording as required by RSA230:32 shall be legible and have no obscured annotations for all proposed and existing detail. Registry plans shall meet the requirements of the County Registry of Deeds and the Plat Law RSA 478:1-a. Plans shall be prepared by a NH Licensed Land Surveyor and /or staff directly supervised by the Licensed Land Surveyor.

I. RIGHT-OF-WAY FRONT SHEET

A. Location Map

		Done By/Date	Checked By/Date	Comments
1	Project location designated with a circle			
2	State project number attached to circle			
3	North arrow			
4	Town, city, county, country & state names labeled with boundaries			
5	Major roads, rivers, brooks, streams, lakes, etc. labeled			
6	Railroads (RR) labeled			
7	Leaders of location map box extend to the project location on the State of NH outline			
8	Graphic scale			

B. Layout

1	ROW Alignment(s) stationed every 500 feet			
2	Road names and Route numbers			
3	Identify intersecting highways, bridges, railroads, rivers, streams, brooks, water course flow arrows and lakes shown			
4	Town/City, County & State boundaries shown and labeled			
5	"To (Town or City)" at ends of the project with destination arrows on State Routes.			
6	North arrow (grid)			
7	Town/City of ( ) - include only those Towns/Cities affected			
8	County of ( ) - include only those Counties affected			
9	Scale (1" = XXX')			

C. Miscellaneous

1	Plan Intent and notes relating to coordinates, property lines, and existing layout source			
2	Project name with Federal & State numbers			
3	Road name and route number in sheet title			
4	Title block completed with project number & sheet numbers			
5	LLS Stamp and Signature			
6	Layout Hearing Notes and Signatures			
7	Survey Certification for Recording (RSA 676:18, III)			
8	Survey Certification for Class "U" Boundary Survey			

RIGHT-OF-WAY LAYOUT PLAN CHECKLIST

Revised 1/31/2024

NOTE: Symbol, Summary or Property Layout sheets are not required for registry plan sets

Right-of-Way alignments are defined as the alignments used to acquire lands and easements and the setting of the Right-of-Way boundaries and related easements. In areas where there has not been a prior Right-of-Way project, the construction project alignment will be used for Right-of-Way acquisitions. The Construction alignment will also be used on highway realignment projects and shall match into the original alignment at the beginning and end of the realignment.

II. RIGHT-OF-WAY GEOMETRIC LAYOUT SHEET

Right-of-Way geometric sheets are required to show the relationship between individual right-of- way alignments and construction alignments. All alignments need to be tied together geometrically and referenced to the Right-of-Way boundary. If all the geometric data can be shown on the Right-of-Way plan sheets, then the Geometric Layout Sheet may be eliminated.

A. Plan		Done By/Date	Checked By/Date	Comments
1	ROW alignment(s) stationed every 500 feet			
2	Construction alignments stationed every 500 feet with equations tying the ROW alignment to the proposed construction alignment			
3	Route numbers and/or names of roads			
4	Town/city, county, country, and state boundaries shown and labeled			
5	Match lines (if appropriate)			
6	North arrow (grid)			
7	ROW alignment metes and bounds with PI coordinates and curve data shown as delta, length, radius, tangent and include chord bearing and distance for non-tangent curves.			
8	ROW alignment curve control points shown and labeled (PC, PT, etc.)			
9	Exclude all existing and proposed detail			
10	Exclude all property information (property lines, owner names, parcel numbers, etc.)			
11	Exclude all ROW information (existing and proposed ROW, easements, etc.)			
12	Approximate scale shown as bar scale and written			

B. Miscellaneous

1	Sheet title border filled in completely with road/route name, "RIGHT-OF-WAY GEOMETRIC LAYOUT SHEET", "TOWN/CITY OF ..." project number, sheet number, total sheets, and model name (if used)			

RIGHT-OF-WAY LAYOUT PLAN CHECKLIST

Revised 1/31/2024

III. RIGHT-OF-WAY PLAN SHEET(S)

A.	Miscellaneous	Done By/Date	Checked By/Date	Comments
1	North arrow (grid)			
2	Graphic scale			
3	Legend			
4	Acquisition summary box			
5	Provide match lines from sheet to sheet (e.g. Match to ROWSH05)			
6	Sheet title border filled in completely with road/route name, "RIGHT-OF-WAY LAYOUT PLANS", "TOWN/CITY OF ..." and "COUNTY OF...", project number, sheet number, total sheets, and model name (if used)			

B.	Existing Detail			
1	Parcel numbers and owners' name (as shown on the 12345ERT.dgn) shown on every sheet the parcel appears on			
2	Tax map and lot number for every parcel on each sheet the parcel appears on			
3	Book and page and area for each parcel on every sheet the parcel appears on (include boundary plan recorded reference if available)			
4	ROW lines and property lines			
5	All Right-of-Way and alignments to be defined with metes and bounds. (coordinates must be shown at beginning and end of the project on the mainline alignment)			
6	ROW alignments - include 100' stationing with 50' ticks, bearing on tangent sections, stations at PC, PT, and curve data (include delta, radius, tangent, arc length and chord bearing and distance)			
7	Flag existing ROW alignment at PC, PT and every 500' minimum with station and offset			
8	Existing ROW: label existing ROW appropriately (include source of layout) on all cut sheets (label on inside of ROW) in the event of CAROW include the number of points of access and the project they were granted under			
9	Existing ROW transition points with arrows			
10	Existing easements with labels and notes			
11	Town/city, county, country, and state boundaries shown and labeled			
12	Existing iron pins, bounds, drill holes etc. (with flags and /or survey ties)			
13	Fence lines and stonewalls (exclude annotation)			
14	Geodetic disks			
15	Streams, shorelines, brooks, and rivers with flow arrows and names			
16	Limits of roadway, existing edge of pavement and curb line			
17	Additional detail may be included and will be reviewed for readability by NHDOT.			

RIGHT-OF-WAY LAYOUT PLAN CHECKLIST

Revised 1/31/2024

D. Proposed Detail

		Done By/Date	Checked By/Date	Comments
	Summary table for each parcel shown on each sheet the parcel appears on.			
1	Areas of takes and permanent easements labeled individually on plan and listed in summary box (areas less than an acre shall be in square feet)			
2	Areas of takes and easements completely within the parcel shall be labelled exact. Areas abutting property lines or a meander line (ie: brook, river, shoreline) labelled +/-			
3	Temporary easements labelled on plan. List areas and use (ie: drive) in summary box only.			
4	Proposed ROW: label ROW, LAROW or CAROW on all cut sheets (label on inside of ROW.) Flag changes in type of ROW. For example, the transition from ROW to LAROW			
5	Proposed bounds with boxed station and offset from ROW alignment			
6	Proposed easement lines with labels. Include clearing line area in the slope easement.			
7	Projects with proposed CAROW note under the property owner's name the number of access points granted even if it is zero, check the Report of the Commissioner for points of access granted, or other agreements			
8	All proposed ROW concentric or parallel to and referenced from the ROW alignment at a whole foot offset (if practical)			
9	Do not offset spiral curves. Intersect the forward and back tangents of the simple curve with the tangent line segments.			
10	Bounds at all PC, PT, angle points etc. Limit placement of bounds to a maximum of 1000'. This may be changed to project control monumentation and/or Consultant Licensed Land Surveyors standard property monumentation in lieu of bounds.			
11	Place bounds at intersection of proposed and existing ROW unless the proposed ROW terminates at a property line			
12	Where bounds cannot be set at transition points a reference bound shall be placed and noted as such			
13	Use stone bounds for Town and City Right-of-Way			
14	Label all proposed and existing right-of-way lines and permanent easements with metes and bounds. Effort shall be made to label all lines and curves directly. The use of line and curve tables is to be kept to a minimum and will require final approval by the Department.			
15	Do not include metes and bounds on temporary easements			

The plans being submitted to the registries for recording shall be legible and have no obscured annotations for all proposed and existing detail.

IV PLAN SETS

A. Submissions

1	Submit paper copies for review to the Right-of-Way Bureau and to the Registry. After receiving Right-of-Way and Registry approval, Mylars will be produced for recording. Electronic copies of plans to be submitted to the Department in dwg or dgn format.
2	A Licensed Land Surveyor shall be responsible for recording of the plans.

UNITED STATES POSTAL SERVICE

November 23, 2024

Dear Reference RE GILMANTON S SALERA:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5483 1591 71**.

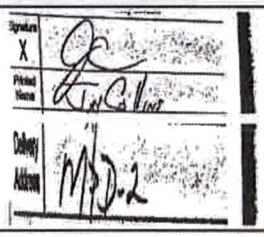
Item Details

Status:	Delivered, Individual Picked Up at Postal Facility
Status Date / Time:	November 22, 2024, 2:08 pm
Location:	MANCHESTER, NH 03108
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	ROBERT B DAPICE EXECUTIVE DIRECTOR NEW HAMPSHIRE

Recipient Signature

Signature of Recipient:

Address of Recipient:



Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

BUREAU OF RIGHT OF WAY
STEVE SALERA
7 HAZEN DR RM 100
NH DEPARTMENT OF TRANSPORTATION - F
CONCORD NH 03301-6502

$8.16 US POSTAGE
FIRST-CLASS IMI
Nov 21 2024
Mailed from ZIP 03301
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

endicia
063S0010937442

USPS CERTIFIED MAIL

9414 8118 9876 5483 1591 71

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY
ROBERT B DAPICE EXECUTIVE DIRECTOR
PO BOX 5087
MANCHESTER NH 03108-5087

RE GILMANTON S SALERA

UNITED STATES POSTAL SERVICE

November 18, 2024

Dear Reference re Gilmanton State Owned Land S Salera:

The following is in response to your request for proof of delivery on your item with the tracking number: **9414 8118 9876 5483 0939 25**.

Item Details

Status:	Delivered, Individual Picked Up at Post Office
Status Date / Time:	November 18, 2024, 1:15 pm
Location:	GILMANTON, NH 03237
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic
Recipient Name:	HEATHER CARPENTER TOWN ADMINISTRATOR TOWN OF GIL

Recipient Signature

Signature of Recipient:	Amanda Davis
Address of Recipient:	PO 550

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Steve's copy

BUR
STEVEB SALERA
7 HAZEN DR RM 100
NH DEPARTMENT OF TRANSPORTATION - F
CONCORD NH 03301-6502

$8.16 US POSTAGE
FIRST-CLASS IMI
Nov 14 2024
Mailed from ZIP 03301
1 OZ FIRST-CLASS MAIL LETTER RATE
11923275

endicia
063S0010282495

USPS CERTIFIED MAIL

9414 8118 9876 5483 0939 25

TOWN OF GILMANTON
HEATHER CARPENTER TOWN ADMINISTRATOR
PO BOX 550
GILMANTON NH 03237-0550

re Gilmanton State Owned Land S Salera

Approved by the Long Range Capital Planning and Utilization Committee
November 12, 2024

LRCP 24-039

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Adam Smith
Assistant Administrator

DATE: October 23, 2024

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: **Sale of State-Owned Land in Gilmanton**
RSA 4:39-c

TO: Representative Mark McConkey, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The New Hampshire Department of Transportation (Department), pursuant to RSA 4:39-c, requests authorization to sell 1.6 +/- of an acre of State-owned land, located on the northerly side of NH Route 140 (aka Belmont Road) and southerly of Seibel Road in the Town of Gilmanton, Belknap County. The property is recognized by the Town of Gilmanton as an independent lot of record, Tax Map 414, Lot 9-1. The sale will be direct to the abutters Brian Lamarsh and Mark Hinkley (Grantees) for $27,000 with an additional administrative fee of $1,100. The final sale will be for $28,100. The sale will be subject to conditions as specified in this request.

EXPLANATION

The abutters would like to acquire the parcel to increase their road frontage, pursuant to the Town of Gilmanton's Road frontage ordinance. The requestors stated in their request that the parcel would increase the road frontage.

The property was acquired by the State of New Hampshire on February 4, and February 5, 1947 in four separate warranty deeds (1/4 interest each). Two conveyances were dated February 4, 1947, including from Ernest S. Beck and Lawrence P. Beck (Book 301, Page 318/319, Book 301, Page 322, respectively), and two conveyances were dated February 5, 1947, including from Howard F. Beck and Helen M. Charles (Book 301, Page 320, Book 301, Page 321 respectively). All four deeds were recorded within the Belknap County Registry of Deeds March 24, 1948. NHDOT references the acquisition and property as Gilmanton S. A. C. for 1946, Project 1170, Parcel 8.

After a departmental review, it was determined that the subject parcel is surplus to the Department's operational needs and is available for disposal. This parcel will be conveyed with the following conditions:

- As a condition of this sale, the Grantees will be required to commission a Land Surveyor licensed in NH, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Department's approval, the Grantees must record the plan pursuant to RSA 478:1-a, in the Belknap County Registry of Deeds, from which the Department will prepare the conveyance deed. The Grantees will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel.
- The Grantees shall obtain any and all local and State approvals before closing.

A Staff Appraiser from the Department evaluated the subject property and concluded it does have an independent highest and best use. They then prepared a contributory market value appraisal using the

sales comparison approach, direct comparison method that adheres to the Right of Way Manual requirements and the Uniform Standards of Professional Appraisal Practice. The subject property's market value as of August 29, 2024, was concluded to be $27,000.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Gilmanton. Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority.

The Department respectfully requests authorization to sell the subject parcel as outlined within this request.

AMS/SBS/
Attachments