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THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Commissioner

7  
DEC 17 2025

David Rodrigue, P.E.  
Assistant Commissioner

Michelle L. Winters  
Deputy Commissioner

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

Bureau of Right-of-Way  
October 21, 2025

**REQUESTED ACTION**

Pursuant to RSA 4:39-c, authorize the New Hampshire Department of Transportation (Department) to grant a utility easement (Easement) on State-owned land within the Controlled Access Right-of-Way on the easterly and westerly side of Rand Hill Road (f/k/a NH Route 11) in the Town of Alton, County of Belknap. The easement will be directly to David Sykes (Buyer), and he has agreed to purchase the easement for \$1,700. Additionally, the Department will assess an administrative fee of \$1,100.

The Department's Bureau of Finance and Contracts has confirmed that the parcel was originally purchased using 80% Federal Aid Funds and 20% Highway Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2026</u>
Administrative Fee	\$1,100
04-096-096-963515-3054-401771	<u>FY 2026</u>
Federal Aid Funds	\$1,360
(80% of \$1,700)	
04-096-096-960015-0000-UUU-409279	<u>FY 2026</u>
Highway Funds	\$340
(20% of \$1,700)	

**EXPLANATION**

The Department received a request from the Buyer to purchase a utility easement on State-owned land. The subject parcel (proposed easement area) consists of approximately 6,150 +/- square feet or 0.14 +/- acres of vacant land, and is a portion of the NH Route 11, Controlled Access Right-of-Way (C.A.R.O.W). The subject parcel was acquired in 1968 for the realignment and construction of NH Route 11 (a/k/a Mount Major Highway). The 1968 realignment project left the Buyer's property landlocked, for which the Department conveyed an Access Deed, recorded November 16, 2020, at the Belknap County Registry of Deeds in Book 3364, Page 794. The Buyer is moving forward with developing a homestead and now intends to install electric

service to his adjacent parcel located at Tax Map 14, Lot 13. The requested easement will run along either side of the driveway as depicted on the draft plans prepared by New Hampshire Electric Co-Op, Inc., attached herewith. The utility easement will encompass a width of 30' feet and 205' feet in length.

The departmental review determined that granting the easement would not interfere with the traffic flow or the Department's maintenance needs. The conveyance of the easement will be as-is, where-is, with- all faults, and the following conditions:

- The Buyer must commission a Land Surveyor licensed in NH to survey and prepare a Perimeter Boundary Line plan depicting the right-of-way limits, meeting the NH Code of Administrative Rules 503.09, and submit it to the Department for review and approval. Upon the Department's approval, the Buyer must record the plan under RSA 478:1-a in the Belknap County Registry of Deeds, from which the Department will prepare the easement deed. The Buyer will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel.
- The Buyer shall be responsible for obtaining any and all local and State land use approval precedent to the closing.

At the meeting of the Long-Range Capital Planning and Utilization Committee on September 29, 2025, the request (LRCP 25-039) was approved, authorizing the Department to grant an easement to David Sykes for \$1,700 and to assess an administrative fee of \$1,100.

As noted above, the Department respectfully requests authorization to sell the above-referenced easement.

Respectfully,



William J. Cass  
Commissioner

WJC/EEA

## PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 20<sup>th</sup> day of October, 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 **David Sykes** or their designee at closing (under common control), with a mailing address of PO Box 1442, Alton, New Hampshire 03809 (hereinafter the "Buyer"). The Department and Buyer are referred to collectively as the "Parties" and individually as a "Party".

### RECITALS

This Agreement relates to the sale of a utility easement (the "Easement") encompassing a width of 30' feet and 205' feet in length within a portion of the NH Route 11 Controlled Access Right-of-Way (CAROW) in the Town of Alton, New Hampshire in the County of Belknap. More particularly being a portion of the property described in the Commissioner's Return of Highway Layout, Alton S-216(4), P-7441, 1968, recorded on July 23, 1968, in the Belknap Registry of Deeds at Book 503 Page 311.

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 within the CAROW on the westerly side of NH Route 11, Alton, New Hampshire, as described above.
- II. The Department is divesting the Easement within the CAROW, as it has been deemed surplus to the Department's operational needs.
- III. The Buyer is afforded the ability to acquire the Easement in accordance with New Hampshire State Law RSA 4:39-c.
- IV. The Buyer, subject to the contingencies set forth within this Agreement, desires to acquire the Easement 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.

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NOW, THEREFORE, the Parties hereby agree as follows:

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

- 1.1. **General:** Pending the results of the Buyer's due diligence and the other conditions in this Agreement, the Department intends to sell to the Buyer, and the Buyer intends to acquire from the Department, a Utility Easement, encompassing a width of 30' feet and 205' feet in length, as shown on **EXHIBIT 1:** Alton S-216(4), P-7441 sheet # 9 and **EXHIBIT 2:** Draft plans prepared by New Hampshire Electric Co-Op, Inc.
- 1.2. **Purchase Price:** The Buyer shall acquire the Easement for the sum of ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700) 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 TWO THOUSAND THREE HUNDRED DOLLARS (\$2,300).
- 1.3. **Payment of Purchase Price:** The purchase price shall be paid in full by the Buyer, 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 Easement to the Buyer.
- 1.4. **Conditions of sale:** The Easement 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 September 29, 2025 (LRCP 25-039), pending the Governor and Executive Council approval. The following sale conditions must be satisfied prior to closing.
  - 1.4.1 The Buyer must commission a Land Surveyor licensed in New Hampshire to prepare a 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 Surplus Land Plan Requirements (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 buyer 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 Buyer shall be responsible for obtaining all local and state land use approvals precedent to the closing.

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- 1.5. Access to Easement Area: The Department hereby grants authorization to the Buyer, its employees, representatives, consultants, and agents to enter the Easement area 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 Buyer shall coordinate all access to the Easement area by third parties working on behalf of the Buyer as part of the Buyer's due diligence.

The Buyer shall indemnify, defend, and hold harmless the Department from and against all claims, actions, damages, or losses arising out of the Buyer's activities under this paragraph during its inspection and subsequent tasks related thereto which are caused solely by the Buyer's negligence. The Buyer 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 Easement area, to obtain a certificate of insurance for \$2 million aggregate, \$1 million per occurrence naming the Department as an additional insured. The Buyer shall also require any such contractors to execute the Buyer's standard indemnification form naming both the Buyer 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 Buyer:

"The contractor agrees to indemnify, defend, and save harmless the Buyer 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 Utility Easement by an Easement 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.

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- 1.9. **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the Easement area.
- 1.10. **Casualty and Condemnation:** In the event that the Easement area, before closing, is damaged by fire, flood, collapse, or other casualties, the Department, or the Buyer, 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 Buyer agree to hold each other harmless from any claim for any costs, damages, liabilities, or financial losses it may incur.
2. **Buyer's Contingencies:** The Buyer's obligation to Close on the acquisition of the Easement shall be subject to the following contingencies, the failure to satisfy any one of which shall give the Buyer any of the options set forth below and, in addition, the right to withdraw from this Agreement, after which the Buyer 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 Buyer may perform a title examination of the Easement within fifteen (15) days, to be reasonably satisfied that title to the Easement 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 Buyer or Department and all deposits shall be refunded to the Buyer, 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 Buyer.** The Buyer hereby represents and warrants that:
- 3.1 The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been duly authorized by such action as necessary. This Agreement constitutes the legal, valid, and binding agreement of the Buyer, enforceable against the Buyer 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 Buyer of this Agreement, the performance by the Buyer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyer 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 Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or

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instrument, to which the Buyer is a party or by which the Buyer or any of its 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 Buyer, 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 Buyer, wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Buyer of its obligations hereunder or the performance by the Buyer 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 Buyer 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.

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- 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 Buyer 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 Buyer, 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

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extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

- 5.8 **Consent to Jurisdiction and Venue.** The Department and the Buyer 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 Buyer 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 Buyer may have for the collection of real Easement 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

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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 Buyer 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 Easement to the Buyer.
- 5.17 **Warranties and Representations:** The Department and the Buyer 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:** Alton S-216(4), P-7441 sheet # 9

**EXHIBIT 2:** Town of Alton GIS Map

**EXHIBIT 3:** New Hampshire Code of Administrative Rules 503.09

**EXHIBIT 4:** NHDOT Surplus Land Plan Requirements

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**BUYERS:**

By: *David Sykes* <sup>DAVID</sup> Sykes Date: 10/20/2025

Printed: David Sykes  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

Signed or attested before me on the 20<sup>th</sup> day of October, 2025.

*Stacy A Hamel*  
Justice of the Peace/Notary Public



(Seal)

My Commission Expires: 06/02/2026

**SELLER:**

STATE OF NEW HAMPSHIRE  
By: *Eric G Sargent* Date: 10-20-2025

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 20<sup>th</sup> day of October, 2025.

**EMILY E. ALLEN**  
JUSTICE OF THE PEACE  
State of New Hampshire  
My Commission Expires March 18, 2029

*Emily E Allen*  
Justice of the Peace/Notary Public

(Seal)

My Commission Expires: March 18, 2029

SELLER(S) INITIALS *ES*

BUYER(S) INITIALS *DS*

W.O Number: 22960668  
Service Location: 60086726  
Name: DAVID D SYKES  
Staked By: NICHOLAS A COVATIS  
Date: 11/18/2021

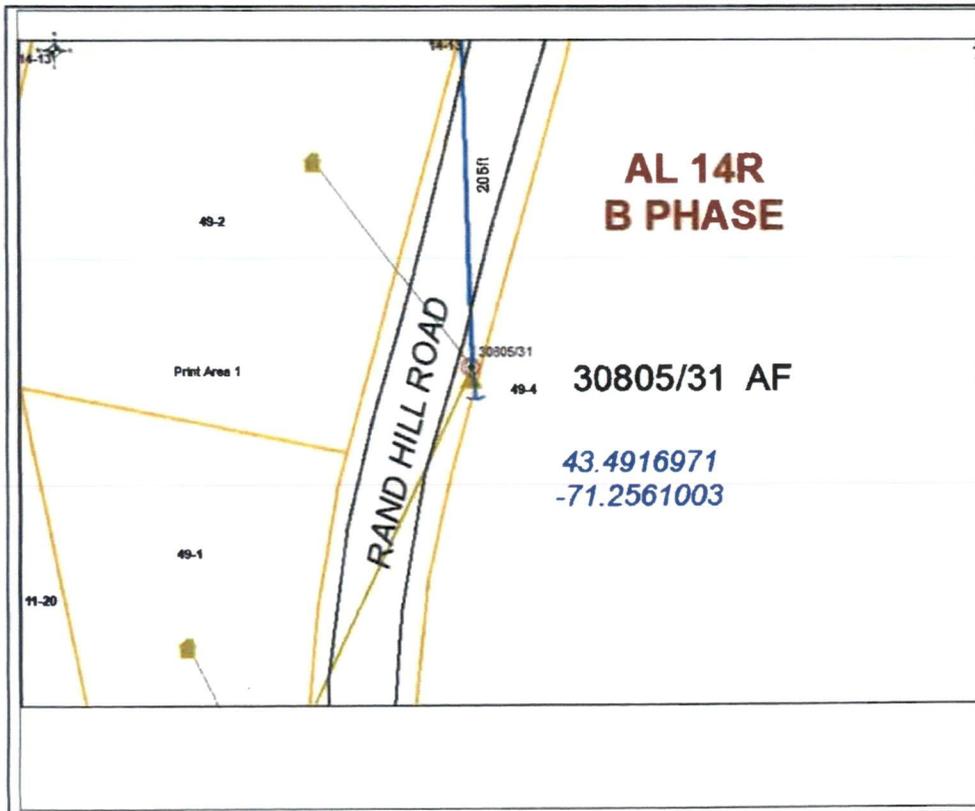
Job Location: RAND HILL RD 30805/31  
Job Description: NEW SERVICE  
Home Phone: (603)875-0240  
Work Phone: (603)556-2947  
Contractor Phone:  
Temp Required: No

Remarks: MEMBERBUILT LINE FOR  
A NEW 200 AMP UNDERGROUND  
SERVICE USE 4 REMOTE METER NEXT  
TO DRIVEWAY REQUIRING A PRIMARY  
LINE EXTENSION

Approved By: Nick Covatis  
Released to Const By:  
Tailgate Conference By:  
Construction Cert. By:  
Closed By:  
Underground Flagged By:

Date: 01/18/22  
Date:  
Date:  
Date:  
Date:  
Date:

Phase Change?  
Fuse Size: \_\_\_\_\_ Amps  
Meter No.  
Transformer No.  
System Voltage: 12,470/7,200 15KV  
Sub Code.: AL14



0 Pole Number: 30805/31 AF  
Abandoned: No  
Tel. Pole Number: 2403/32  
Attachee: CT  
Source:  
Comments:  
ROW Comments: NO CUTTING

New: (1)A5-6L  
New: (1)E1-10  
New: (1)F1.10  
New: (1)S1-A1.1

Comment: 30805/31.1

Existing: (1)A5.1  
Existing: (1)E9-1  
Existing: (1)G1.010S.120  
Existing: (1)J1.010W  
Existing: (1)M2-51.1  
Existing: (1)P1.45-2

Telephone Co.: Union	Town: Alton	Line Feet	New	Ret
Scenic Road: No	District: ALTON	OH Primary	1436	0
Wetlands: No	Tel. 601 No.:	UG Primary	0	0
Railroad X-ing: N/R	CATV No.:	OH Secondary	0	0
PSNH X-ing: N/R	License No.:	UG Secondary	0	0
Pole Renumbering: N/R	Pole Record By:      Date:	OH Service	0	0
Pole Location Plan: Yes	Loan Project: 250 -	UG Service	7	0
Buried Cable Petition: N/R	Project No.:	Unit Categories	New	Ret
	Type: NC	Services	1	0
		Lights	0	0

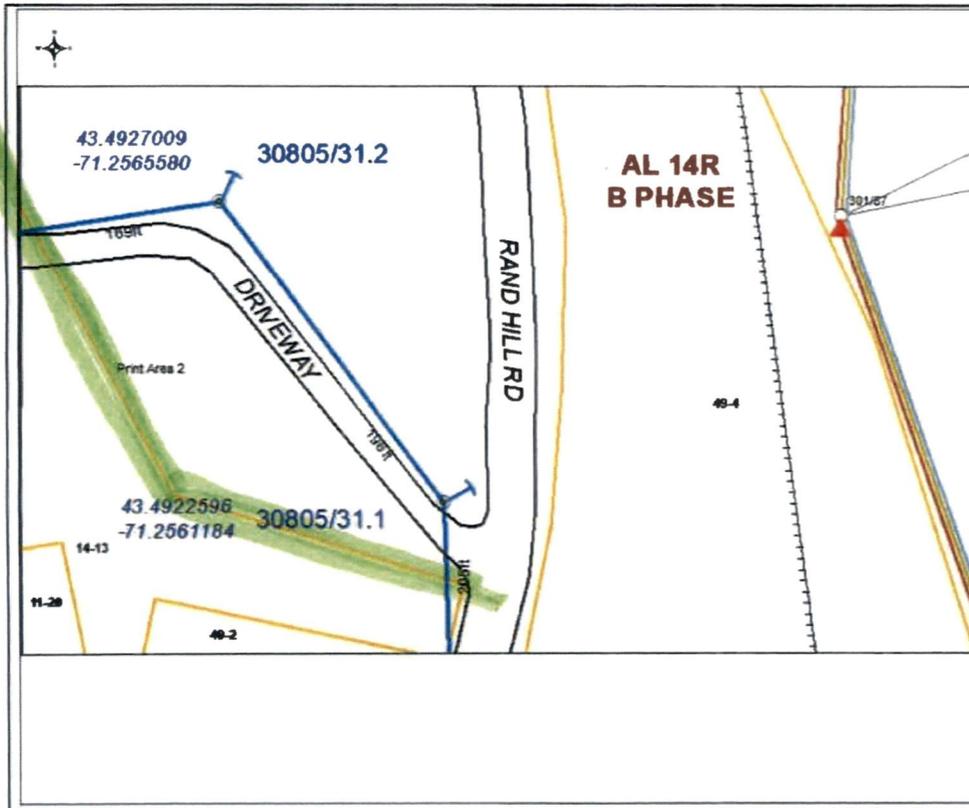
**EXHIBIT 2**

\*\*\*\*\*DRAFT\*\*\*\*\* New Hampshire Electric Co-op, Inc. \*\*\*\*\*DRAFT\*\*\*\*\*

Plymouth, NH

Page 2 of 5 - Rev. 01/20/16  
As-Built Information

<b>W.O Number:</b> 22960668 <b>Service Location:</b> 60086726 <b>Name:</b> DAVID D SYKES <b>Staked By:</b> NICHOLAS A COVATIS <b>Date:</b> 11/18/2021	<b>Job Location:</b> RAND HILL RD 30805/31 <b>Job Description:</b> NEW SERVICE <b>Home Phone:</b> (603)875-0240 <b>Work Phone:</b> (603)556-2947 <b>Contractor Phone:</b> <b>Temp Required:</b> No	<b>Remarks:</b> MEMBERBUILT LINE FOR A NEW 200 AMP UNDERGROUND SERVICE USE 4 REMOTE METER NEXT TO DRIVEWAY REQUIRING A PRIMARY LINE EXTENSION	<b>Approved By:</b> Nick Covatis <b>Released to Const By:</b> <b>Tailgate Conference By:</b> <b>Construction Cert. By:</b> <b>Closed By:</b> <b>Underground Flagged By:</b>	<b>Date:</b> 01/18/22 <b>Date:</b> <b>Date:</b> <b>Date:</b> <b>Date:</b> <b>Date:</b>	<b>Phase Change?</b> <b>Fuse Size:</b> ____ Amps <b>Meter No.</b> <b>Transformer No.</b> <b>System Voltage:</b> 12,470/7,200 15KV <b>Sub Code.:</b> AL14
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1 Pole Number: 30805/31.1 Abandoned: Tel. Pole Number: Attachee: New OH Primary 205 feet Source: 30805/31 AF Comments: ROW Comments: CUT SPAN X 30' 15' EACH SIDE OF POLE LINE  New: (1)A3.1 New: (1)E1-10 New: (1)F1.10 New: (1)M2-51.1 New: (1)N.CUT-NEW CONSTRUCT Comment: CUT SPAN X 30' 15' EACH SIDE OF POLE LINE New: (1)P1.40-3 Comment: TAG @ 9'6" New: (205)W1.010.ACSR	New: (205)W1.010.TREE 2 Pole Number: 30805/31.2 Abandoned: Tel. Pole Number: Attachee: New OH Primary 197 feet Source: 30805/31.1 Comments: ROW Comments:  New: (1)A3.1 New: (1)E1-10 New: (1)F1.10 New: (1)M2-51.1 New: (1)P1.40-3 Comment: TAG @ 9'6" New: (199)W1.010.ACSR New: (199)W1.010.TREE
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<b>Telephone Co.:</b> Union <b>Scenic Road:</b> No <b>Wetlands:</b> No <b>Railroad X-ing:</b> N/R <b>PSNH X-ing:</b> N/R <b>Pole Renumbering:</b> N/R <b>Pole Location Plan:</b> Yes <b>Buried Cable Petition:</b> N/R	<b>Town:</b> Alton <b>District:</b> ALTON <b>Tel. 601 No.:</b> <b>CATV No.:</b> <b>License No.:</b> <b>Pole Record By:</b> <b>Date:</b> <b>Loan Project:</b> 250 - <b>Project No.:</b> <b>Type:</b> NC	<table border="1"> <thead> <tr> <th>Line Feet</th> <th>New</th> <th>Ret</th> </tr> </thead> <tbody> <tr> <td>OH Primary</td> <td>1436</td> <td>0</td> </tr> <tr> <td>UG Primary</td> <td>0</td> <td>0</td> </tr> <tr> <td>OH Secondary</td> <td>0</td> <td>0</td> </tr> <tr> <td>UG Secondary</td> <td>0</td> <td>0</td> </tr> <tr> <td>OH Service</td> <td>0</td> <td>0</td> </tr> <tr> <td>UG Service</td> <td>7</td> <td>0</td> </tr> <tr> <td>Unit Categories</td> <td>New</td> <td>Ret</td> </tr> <tr> <td>Services</td> <td>1</td> <td>0</td> </tr> <tr> <td>Lights</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Line Feet	New	Ret	OH Primary	1436	0	UG Primary	0	0	OH Secondary	0	0	UG Secondary	0	0	OH Service	0	0	UG Service	7	0	Unit Categories	New	Ret	Services	1	0	Lights	0	0
Line Feet	New	Ret																														
OH Primary	1436	0																														
UG Primary	0	0																														
OH Secondary	0	0																														
UG Secondary	0	0																														
OH Service	0	0																														
UG Service	7	0																														
Unit Categories	New	Ret																														
Services	1	0																														
Lights	0	0																														

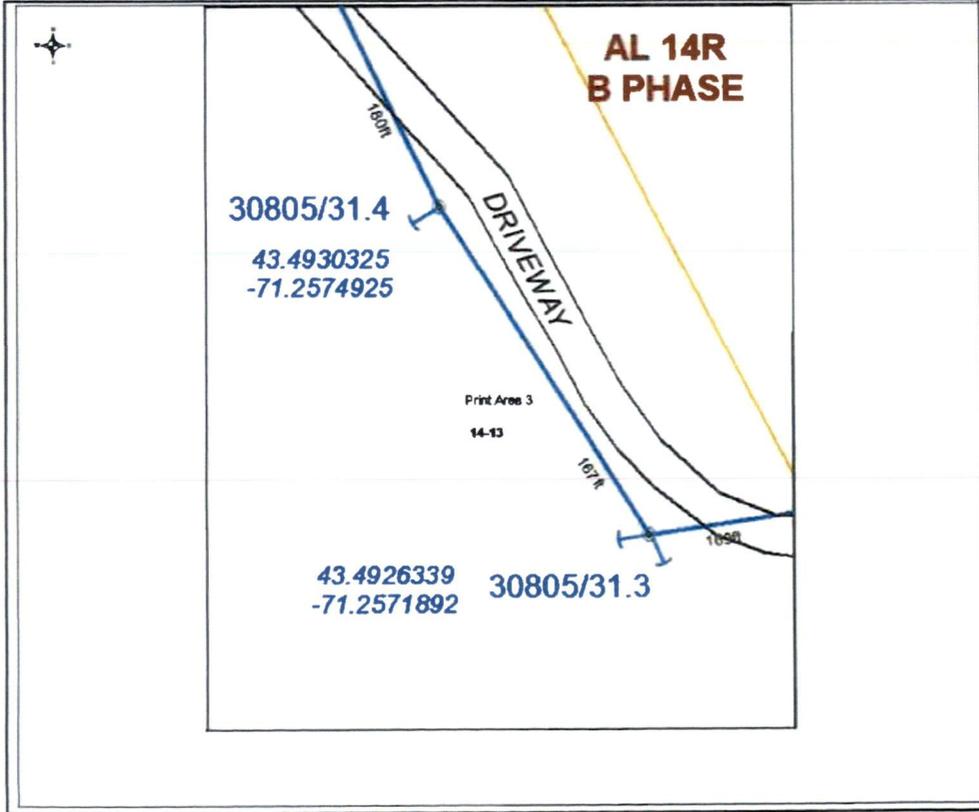
\*\*\*\*\*DRAFT\*\*\*\*\* New Hampshire Electric Co-op, Inc. \*\*\*\*\*DRAFT\*\*\*\*\*

**W.O Number:** 22960668  
**Service Location:** 60086726  
**Name:** DAVID D SYKES  
**Staked By:** NICHOLAS A COVATIS  
**Date:** 11/18/2021  
**Job Location:** RAND HILL RD 30805/31  
**Job Description:** NEW SERVICE  
**Home Phone:** (603)875-0240  
**Work Phone:** (603)556-2947  
**Contractor Phone:**  
**Temp Required:** No

**Remarks:** MEMBERBUILT LINE FOR A NEW 200 AMP UNDERGROUND SERVICE USE 4 REMOTE METER NEXT TO DRIVEWAY REQUIRING A PRIMARY LINE EXTENSION  
**Plymouth, NH**

**Approved By:** Nick Covatis  
**Released to Const By:**  
**Tailgate Conference By:**  
**Construction Cert. By:**  
**Closed By:**  
**Underground Flagged By:**  
**Date:** 01/18/22  
**Date:**  
**Date:**  
**Date:**  
**Date:**  
**Date:**

**Phase Change?**  
**Fuse Size:** \_\_\_\_ Amps  
**Meter No.**  
**Transformer No.**  
**System Voltage:** 12,470/7,200 15KV  
**Sub Code:** AL14



**3 Pole Number:** 30805/31.3  
**Abandoned:**  
**Tel. Pole Number:**  
**Attachee:**  
**New OH Primary:** 169 feet  
**Source:** 30805/31.2  
**Comments:**  
**ROW Comments:** CUT SPAN X 30' 15' EACH SIDE OF POLE LINE  
**New:** (1)A4.1  
**New:** (1)E1-10  
**New:** (1)E1-10  
**New:** (2)F1.10  
**New:** (1)M2-51.1  
**New:** (1)N.CUT-NEW CONSTRUCT  
**Comment:** UT SPAN X 30' 15' EACH SIDE OF POLE LINE  
**New:** (1)P1.40-3  
**Comment:** TAG @ 9'6"

**New:** (169)W1.010.ACSR  
**New:** (169)W1.010.TREE

**4 Pole Number:** 30805/31.4  
**Abandoned:**  
**Tel. Pole Number:**  
**Attachee:**  
**New OH Primary:** 167 feet  
**Source:** 30805/31.3  
**Comments:**  
**ROW Comments:** NO CUTTING  
**New:** (1)A2.1T  
**New:** (1)E1-10  
**New:** (1)F1.10  
**New:** (1)M2-51.1  
**New:** (1)P1.40-3  
**New:** (167)W1.010.ACSR  
**New:** (167)W1.010.TREE

**Telephone Co.:** Union  
**Scenic Road:** No  
**Wetlands:** No  
**Railroad X-ing:** N/R  
**PSNH X-ing:** N/R  
**Pole Renumbering:** N/R  
**Pole Location Plan:** Yes  
**Buried Cable Petition:** N/R

**Town:** Alton  
**District:** ALTON  
**Tel. 601 No.:**  
**CATV No.:**  
**License No.:**  
**Pole Record By:**      **Date:**  
**Loan Project:** 250 -  
**Project No.:**  
**Type:** NC

Line Feet	New	Ret
OH Primary	1436	0
UG Primary	0	0
OH Secondary	0	0
UG Secondary	0	0
OH Service	0	0
UG Service	7	0
<b>Unit Categories</b>	<b>New</b>	<b>Ret</b>
Services	1	0
Lights	0	0

\*\*\*\*\*DRAFT\*\*\*\*\* New Hampshire Electric Co-op, Inc. \*\*\*\*\*DRAFT\*\*\*\*\*

Plymouth, NH

**W.O Number:** 22960668  
**Service Location:** 60086726  
**Name:** DAVID D SYKES  
**Staked By:** NICHOLAS A COVATIS  
**Date:** 11/18/2021

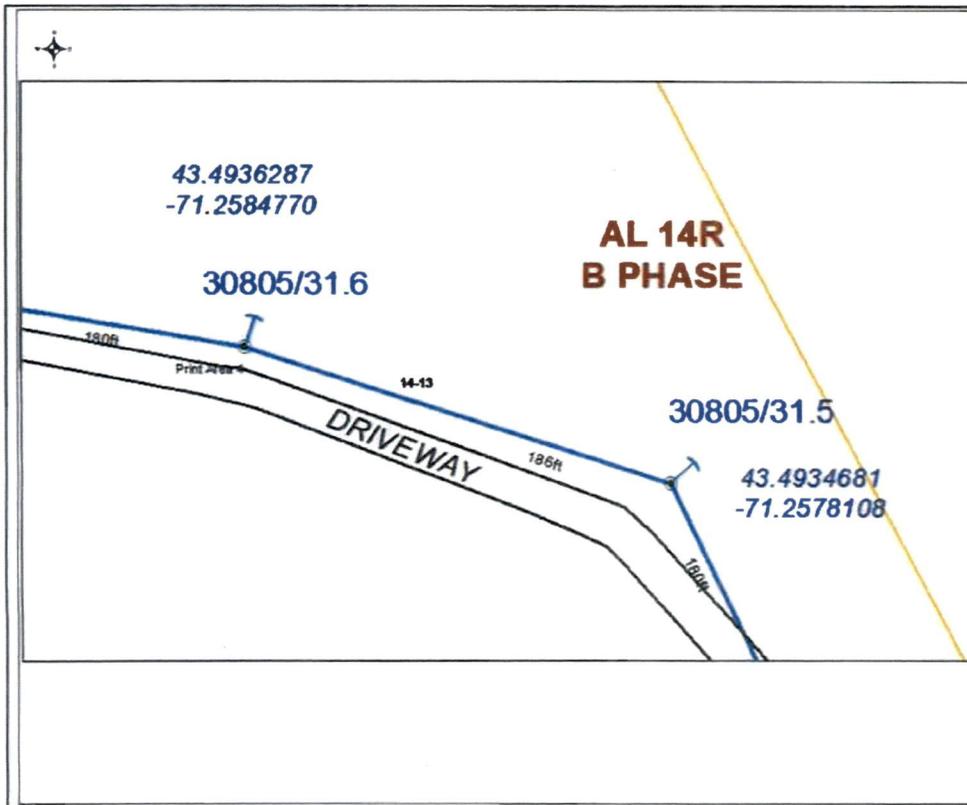
**Job Location:** RAND HILL RD 30805/31  
**Job Description:** NEW SERVICE  
**Home Phone:** (603)875-0240  
**Work Phone:** (603)556-2947  
**Contractor Phone:**  
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**Remarks:** MEMBERBUILT LINE FOR  
 A NEW 200 AMP UNDERGROUND  
 SERVICE USE 4 REMOTE METER NEXT  
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**Approved By:** Nick Covatis  
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**Underground Flagged By:**

**Date:** 01/18/22  
**Date:**  
**Date:**  
**Date:**  
**Date:**  
**Date:**

**Phase Change?**  
**Fuse Size:** \_\_\_\_ Amps  
**Meter No.**  
**Transformer No.**  
**System Voltage:** 12,470/7,200 15KV  
**Sub Code:** AL14

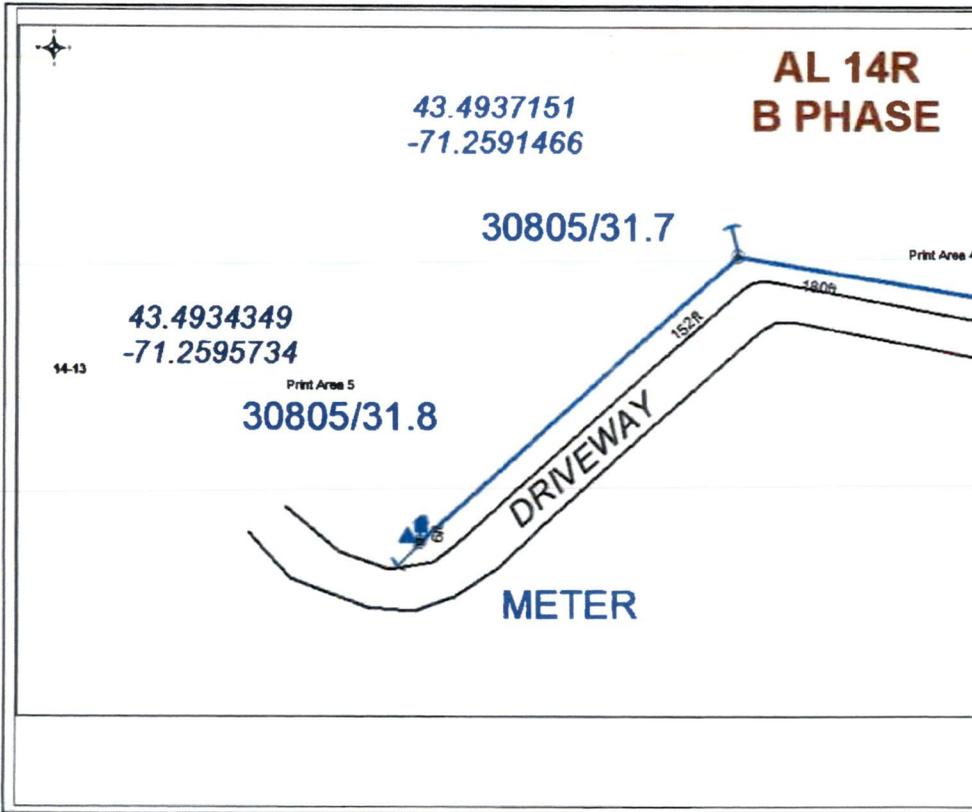


<b>5 Pole Number:</b> 30805/31.5 Abandoned: <b>Tel. Pole Number:</b> <b>Attachee:</b> New OH Primary 180 feet Source: 30805/31.4 <b>Comments:</b> ROW Comments: NO CUTTING  New: (1)A3.1 New: (1)E1-10 New: (1)F1.10 New: (1)M2-51.1 New: (1)P1.40-3 <b>Comment:</b> TAG @ 9'6" New: (180)W1.010.ACSR New: (180)W1.010.TREE	<b>6 Pole Number:</b> 30805/31.6 Abandoned: <b>Tel. Pole Number:</b> <b>Attachee:</b> New OH Primary 186 feet Source: 30805/31.5 <b>Comments:</b> ROW Comments: NO CUTTING  New: (1)A2.1T New: (1)E1-10 New: (1)F1.10 New: (1)M2-51.1 New: (1)P1.40-3 <b>Comment:</b> TAG @ 9'6" New: (186)W1.010.ACSR New: (186)W1.010.TREE
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<b>Telephone Co.:</b> Union <b>Scenic Road:</b> No <b>Wetlands:</b> No <b>Railroad X-ing:</b> N/R <b>PSNH X-ing:</b> N/R <b>Pole Renumbering:</b> N/R <b>Pole Location Plan:</b> Yes <b>Buried Cable Petition:</b> N/R	<b>Town:</b> Alton <b>District:</b> ALTON <b>Tel. 601 No.:</b> <b>CATV No.:</b> <b>License No.:</b> <b>Pole Record By:</b> _____ <b>Date:</b> _____ <b>Loan Project:</b> 250 - <b>Project No.:</b> <b>Type:</b> NC	<table border="1"> <thead> <tr> <th>Line Feet</th> <th>New</th> <th>Ret</th> </tr> </thead> <tbody> <tr> <td><b>OH Primary</b></td> <td>1436</td> <td>0</td> </tr> <tr> <td><b>UG Primary</b></td> <td>0</td> <td>0</td> </tr> <tr> <td><b>OH Secondary</b></td> <td>0</td> <td>0</td> </tr> <tr> <td><b>UG Secondary</b></td> <td>0</td> <td>0</td> </tr> <tr> <td><b>OH Service</b></td> <td>0</td> <td>0</td> </tr> <tr> <td><b>UG Service</b></td> <td>7</td> <td>0</td> </tr> <tr> <td><b>Unit Categories</b></td> <td><b>New</b></td> <td><b>Ret</b></td> </tr> <tr> <td><b>Services</b></td> <td>1</td> <td>0</td> </tr> <tr> <td><b>Lights</b></td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Line Feet	New	Ret	<b>OH Primary</b>	1436	0	<b>UG Primary</b>	0	0	<b>OH Secondary</b>	0	0	<b>UG Secondary</b>	0	0	<b>OH Service</b>	0	0	<b>UG Service</b>	7	0	<b>Unit Categories</b>	<b>New</b>	<b>Ret</b>	<b>Services</b>	1	0	<b>Lights</b>	0	0
Line Feet	New	Ret																														
<b>OH Primary</b>	1436	0																														
<b>UG Primary</b>	0	0																														
<b>OH Secondary</b>	0	0																														
<b>UG Secondary</b>	0	0																														
<b>OH Service</b>	0	0																														
<b>UG Service</b>	7	0																														
<b>Unit Categories</b>	<b>New</b>	<b>Ret</b>																														
<b>Services</b>	1	0																														
<b>Lights</b>	0	0																														

Plymouth, NH

<b>W.O Number:</b> 22960668 <b>Service Location:</b> 60086726 <b>Name:</b> DAVID D SYKES <b>Staked By:</b> NICHOLAS A COVATIS <b>Date:</b> 11/18/2021	<b>Job Location:</b> RAND HILL RD 30805/31 <b>Job Description:</b> NEW SERVICE <b>Home Phone:</b> (603)875-0240 <b>Work Phone:</b> (603)556-2947 <b>Contractor Phone:</b> <b>Temp Required:</b> No	<b>Remarks:</b> MEMBERBUILT LINE FOR A NEW 200 AMP UNDERGROUND SERVICE USE 4 REMOTE METER NEXT TO DRIVEWAY REQUIRING A PRIMARY LINE EXTENSION	<b>Approved By:</b> Nick Covatis <b>Released to Const By:</b> <b>Tailgate Conference By:</b> <b>Construction Cert. By:</b> <b>Closed By:</b> <b>Underground Flagged By:</b>	<b>Date:</b> 01/18/22 <b>Date:</b> <b>Date:</b> <b>Date:</b> <b>Date:</b> <b>Date:</b>	<b>As-Built Information</b> <hr/> <b>Phase Change?</b> <b>Fuse Size:</b> _____ Amps <b>Meter No.</b> <b>Transformer No.</b> <b>System Voltage:</b> 12,470/7,200 15KV <b>Sub Code:</b> AL14
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7 Pole Number: 30805/31.7 Abandoned: Tel. Pole Number: Attachee: New OH Primary 180 feet Source: 30805/31.6 Comments: ROW Comments: CUT SPAN X 30' 15' EACH SIDE OF POLE LINE New: (1)A3.1 New: (1)E1-10 New: (1)F1.10 New: (1)M2-51.1 New: (1)N.CUT-NEW CONSTRUCT Comment: CUT SPAN X 30' 15' EACH SIDE OF POLE LINE New: (1)P1.40-3 Comment: TAG @ 9'6" New: (180)W1.010.ACSR	New: (180)W1.010.TREE 8 Pole Number: 30805/31.8 Abandoned: Tel. Pole Number: Attachee: New OH Primary 152 feet Source: 30805/31.7 Comments: ROW Comments: CUT SPAN X 30' 15' EACH SIDE OF POLE LINE New: (1)A5.1 New: (1)E1-10 New: (1)F1.10 New: (1)G2.010S.120 New: (1)G92-1.1 New: (1)M2-51.1 New: (1)N.CUT-NEW CONSTRUCT	Comment: CUT SPAN X 30' 15' EACH SIDE OF POLE LINE New: (1)P1.40-3 Comment: TAG @ 9'6" New: (1)UJ3-3 New: (152)W1.010.ACSR New: (152)W1.010.TREE	9 Pole Number: METER Abandoned: Tel. Pole Number: Attachee: New UG Service 7 feet Source: 30805/31.8 Comments: ROW Comments: New: (1)UQ1 New: (6)UW3.040.USE
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<b>Telephone Co.:</b> Union <b>Scenic Road:</b> No <b>Wetlands:</b> No <b>Railroad X-ing:</b> N/R <b>PSNH X-ing:</b> N/R <b>Pole Renumbering:</b> N/R <b>Pole Location Plan:</b> Yes <b>Buried Cable Petition:</b> N/R	<b>Town:</b> Alton <b>District:</b> ALTON <b>Tel. 601 No.:</b> <b>CATV No.:</b> <b>License No.:</b> <b>Pole Record By:</b> <b>Date:</b> <b>Loan Project:</b> 250 - <b>Project No.:</b> <b>Type:</b> NC	<table border="1"> <thead> <tr> <th>Line Feet</th> <th>New</th> <th>Ret</th> </tr> </thead> <tbody> <tr> <td>OH Primary</td> <td>1436</td> <td>0</td> </tr> <tr> <td>UG Primary</td> <td>0</td> <td>0</td> </tr> <tr> <td>OH Secondary</td> <td>0</td> <td>0</td> </tr> <tr> <td>UG Secondary</td> <td>0</td> <td>0</td> </tr> <tr> <td>OH Service</td> <td>0</td> <td>0</td> </tr> <tr> <td>UG Service</td> <td>7</td> <td>0</td> </tr> <tr> <th>Unit Categories</th> <th>New</th> <th>Ret</th> </tr> <tr> <td>Services</td> <td>1</td> <td>0</td> </tr> <tr> <td>Lights</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Line Feet	New	Ret	OH Primary	1436	0	UG Primary	0	0	OH Secondary	0	0	UG Secondary	0	0	OH Service	0	0	UG Service	7	0	Unit Categories	New	Ret	Services	1	0	Lights	0	0
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UG Secondary	0	0																														
OH Service	0	0																														
UG Service	7	0																														
Unit Categories	New	Ret																														
Services	1	0																														
Lights	0	0																														

# 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*

# NHDOT Surplus Land Plan Requirements

*This document serves as a comprehensive guide for surveyors in the preparation of plans involving surplus state land. Prior to initiating any survey work, it is strongly recommended that the consultant meet with Jason B. Pohopek, LLS, Chief of Surveys and Mapping at the NHDOT Bureau of Right-of-Way. This meeting will help ensure a clear understanding of the expectations outlined herein and facilitate the sharing of relevant internal NHDOT files.*

## **Locus / Vicinity Sketch**

This component of the plan enables users to identify the location of the subject parcel.

It will be scaled appropriately to ensure the subject area can be easily identified.

A detailed graphic illustration will be provided, showcasing the roads and surrounding land features within the area, complete with informative labels.

The Sketch must be oriented to match the direction depicted in the plan view and shall conform to Item 5, Section 7 of the New Hampshire Land Surveyors Ethics and Standards.

## **Plan Notes**

Shall include at a minimum:

Plan intent note.

References to all title sources, layouts, and/or returns.

Plan orientation and metadata.

## **Reference Plans**

List all plans utilized in right-of-way (ROW) and boundary determination shall include, but are not limited to, the following: titles of private boundary surveys (recorded and unrecorded), recorded plan numbers, locations of unrecorded plans, and New Hampshire Department of Transportation (NHDOT) project plans.

All plans used in right-of-way and boundary determination must be listed and should include, but are not limited to, the following: titles of private boundary surveys (both recorded and unrecorded), recorded plan numbers, locations of unrecorded plans, and New Hampshire Department of Transportation (NHDOT) project plans.

## **Legend**

All applicable line types, symbols, and abbreviations shall be included.

Only elements depicted in the plan view may be included.

## **Revision Block**

Columns for the date, revision number, and initials shall be included.

## **Text**

All plans must include standard, non-inverted text.

## **R-O-W Alignment**

All NHDOT project plans within the subject corridor being surveyed shall be reviewed for relevance to the Right-of-Way (R-O-W) Survey. If multiple projects with varying alignments intersect the corridor, each alignment impacting the R-O-W must be reproduced to support a comprehensive R-O-W determination. Additionally, all available As-built monument documentation must be incorporated into the alignment development process.

It is recommended that NHDOT policy be followed to recreate historic R-O-W alignments (see attachment).

The consultant shall calculate the alignment geometry and optimally adjust it to align with existing right-of-way (R-O-W) monuments, preserving the geometric integrity of the alignment wherever feasible. This approach will reconstruct a R-O-W that closely reflects record plans, deeds, and historical layouts.

The alignments shall include: 50-foot stationing, bearings and distances along all tangent sections of alignment, station of all PC's, PT's, and curves. Curve data comprises the delta angle, arc length, radius, and, for non-tangent curves specifically, the chord bearing and distance.

### **Existing Right-of-Way**

Bearing, distances, and/or curve data around the entire perimeter of the right-of-way shown. Curve data comprises the delta angle, arc length, radius, and specifically for non-tangent curves, the chord bearing and distance.

Tie lines across project limits.

Alignment station offset flags for computed R-O-W, at every PC's, PT's, and 50' increments along tangent sections, existing R-O-W monuments, and boundary monuments of abutting parcels.

Flags indicating the source of right-of-way acquisitions, e.g., previous projects, proposed layouts, returns, prescriptive rights, and others.

Label all Right-of-Way (R-O-W) lines, including Limited Access R-O-W (LAROW), Controlled Access R-O-W (CAROW), and Existing R-O-W.

### **Mapping Standards**

All mapping shall comply with the standards established under New Hampshire RSA 478:1-a, governing the recording of plats.

Text shall be unobstructed and remain free of lines, labels, or visible objects.

All text, including PL symbols associated with property lines, must be clearly legible and correctly oriented. Text must not appear inverted or distorted in any way.

Bearings should be labeled in a clockwise direction.

In complex areas, visual guides such as crow's feet or leaders may be essential to ensure clarity.

Angular Notation and Labeling; All bearings and angular measurements will be expressed using units that include appropriate significant figures. Required format: N 01°01'01" E.

All measurements of distance and area shall be expressed to two decimal places, and accurate to the nearest hundredth of a foot.

All distance measurements shall be expressed in US Survey Feet.

Abutting properties must be clearly identified, including the name(s) of the current owner(s), corresponding tax map and lot numbers, and the relevant deed reference.

### **Existing Features**

Features shall include the edge of pavement, buildings, wells, septic systems, and all site improvements located within the subject parcel or near the right-of-way. Additionally, signs, landscape elements, and any encroachments into the right-of-way shall be identified.

### **Orientation**

The meridional orientation of the plan shall be established as north of the horizon.

### **Closure Reports**

A math/map closure report for each parcel must be submitted along with the plans under review.

### **Surveyor's Report**

A surveyor report shall be submitted for review by the Bureau's Chief of Surveys & Mapping.

### **Approvals**

The purchaser is responsible for obtaining all necessary approvals from local, state, and other relevant authorities.

### **Title Blocks**

Title of the Survey Plan.

Clearly state the type of survey.

Owner(s) of Record.

Full legal name(s) of the current property owner(s).

Client Information.

Name of the individual, company, or entity for whom the survey was prepared.

Property Location.

Street address(es), municipality (Town/City), County, and State.

Municipal Tax Identification.

Parcel ID number(s), Assessor's Map and Lot numbers, or other local tax identifiers.

**Sheet Reference**

Sheet number and total number of sheets (e.g., "Sheet 1 of 3").  
Match line references if the plan spans multiple sheets.

STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION

**LRCP 25-039**

*EHS*  
**FROM:** Eric G. Sargent  
Administrator

**DATE:** September 11, 2025

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

**SUBJECT:** Sale of Utility Easement over State-Owned Land in Alton  
RSA 4:39-c

**TO:** Representative David Milz, 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 a utility easement on State-owned land (Subject Parcel) located on the easterly and westerly side of Rand Hill Road (f/k/a NH Route 11) in the Town of Alton. The proposed sale will be direct to David Skyes (Buyer) for \$1,700. The Department will assess an administrative fee of \$1,100.00. The sale will be subject to conditions as specified in this request.

**EXPLANATION**

The Department is processing the request for the Buyer, as referenced above. The subject parcel (proposed easement area) consists of approximately 6,150 +/- square feet or 0.14 +/- acres of vacant land, and is a portion of the NH Route 11, Controlled Access Right-of-Way (C.A.R.O.W). The subject parcel was acquired in 1968 for the realignment and construction of NH Route 11 (a/k/a Mount Major Highway). The 1968 realignment project left the Buyer's property landlocked, for which the Department conveyed an Access Deed, recorded November 16, 2020, at the Belknap County Registry of Deeds in Book 3364, Page 794. The Buyer is moving forward with developing a homestead and now intends to install electric service to his adjacent parcel located at Tax Map 14, Lot 13. The requested easement will run along either side of the driveway as depicted on the draft plans prepared by New Hampshire Electric Co-Op, Inc., attached herewith. The utility easement will encompass a width of 30' feet and 205' feet in length.

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

- As a condition of this sale, the Buyer 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 Buyer 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 Buyer will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel(s).

- The Buyer shall be responsible for obtaining any and all local and State approvals, including but not limited to subdivision approval.

A Staff Appraiser from the Department evaluated the subject property and concluded it does not have an independent highest and best use. They then prepared a market value appraisal using the sales comparison approach that adheres to the Right of Way Manual requirements and the Uniform Standards of Professional Appraisal Practice. A permanent utility easement encumbered on the subject property's land provided a fair market value as of August 16, 2024, was concluded to be \$1,700.

The Department respectfully requests authorization to sell the utility easement to be located on the subject parcel as outlined within this request.

EGS/EEA  
Attachments

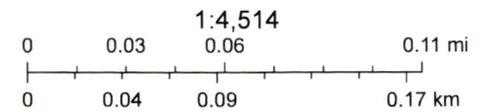
# Alton GIS



August 13, 2025

parcels

tboundary



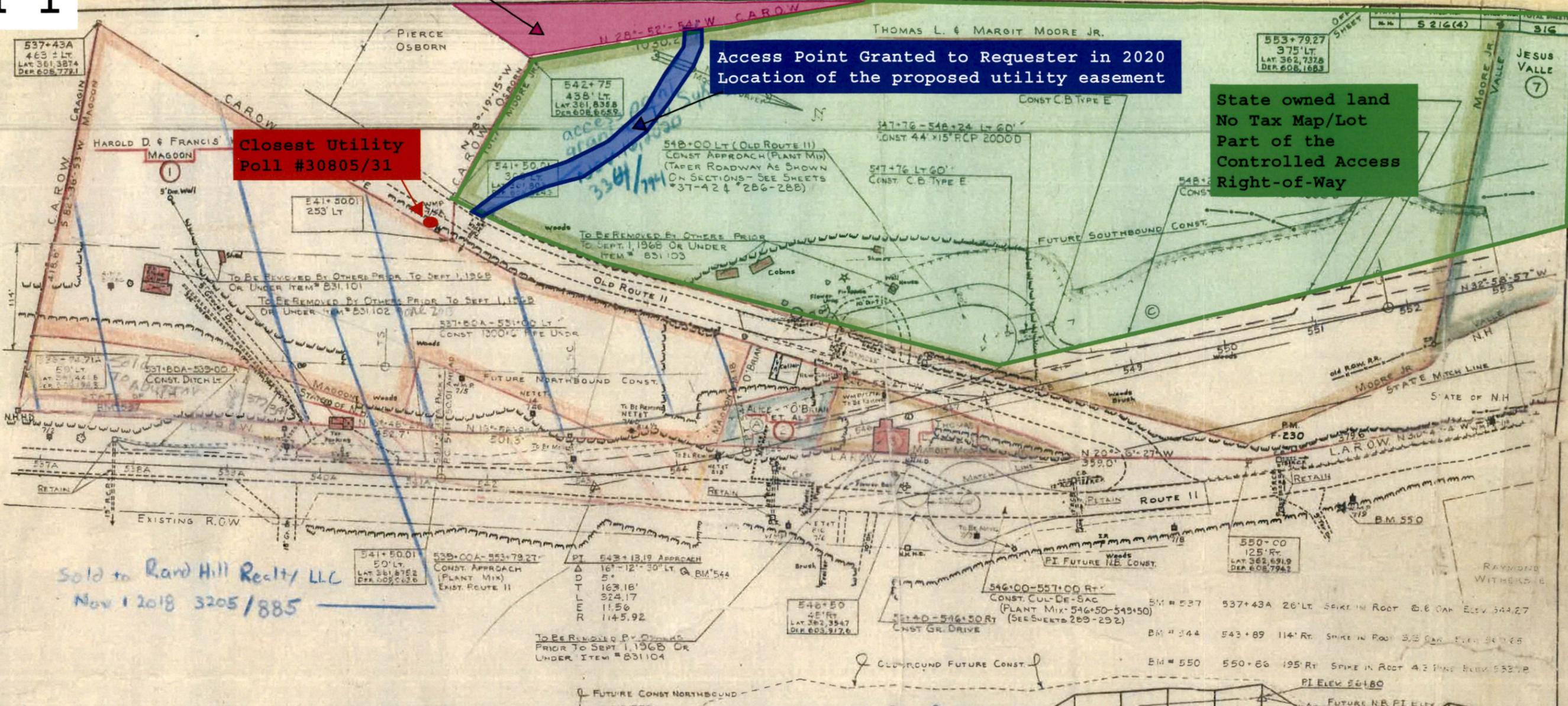
# EXHIBIT 1

Requester's Property Tax Map 14 201 13

Access Point Granted to Requester in 2020  
Location of the proposed utility easement

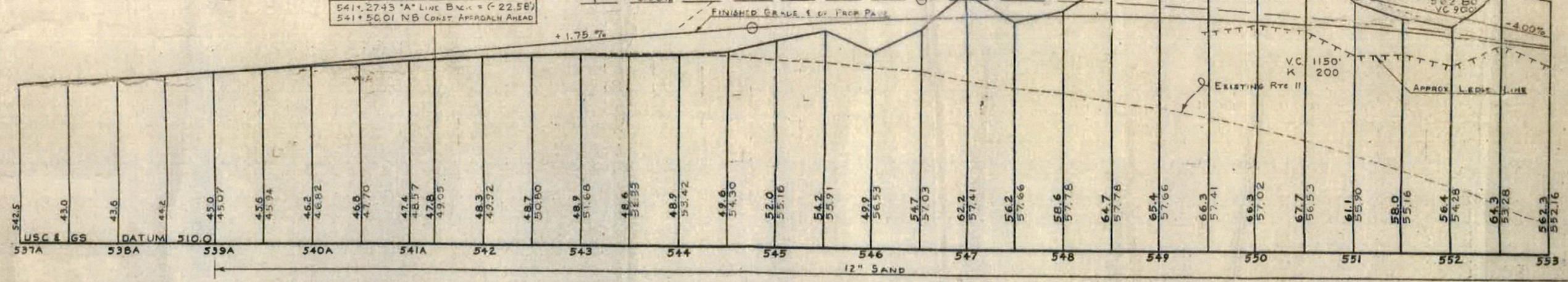
Closest Utility Poll #30805/31

State owned land  
No Tax Map/Lot  
Part of the Controlled Access Right-of-Way



Sold to Rand Hill Realty LLC  
Nov 1 2018 3205/885

To Be Removed By Others Prior To SEPT. 1, 1968 OR UNDER ITEM # 831104



PLAN TRACKED	DATE II-2-65	NO. BOOK NO. 866.1	DATE
PLAN CHECKED	12-22-65	8330	1-7
PROFILE TRACKED	1-7	8528	2-69
PROFILE CHECKED			
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CHECKED			

