CJG

New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

9

JAN 07 2026

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
November 25, 2025

REQUESTED ACTION

The New Hampshire Department of Transportation (Department), in accordance with RSA 4:39-c, seeks authorization to sell approximately 0.05 +/- acres of unimproved State-owned land, located northeasterly of NH Route 11 (Lake Shore Road), and south of the Belknap Point Road in the Town of Gilford, County of Belknap, identified as the parcel abutting the southerly side of Tax Map 242, Lot 232. The sale will be a direct sale to Richard Zagame for $47,100, which includes an assessed administrative fee of $1,100.

On April 23, 2025, the Governor and Council approved the Department's request (Item #27) to sell the 0.077 +/- acres of State-owned land for $61,400, with an additional administrative fee of $1,100 ($500 of which was previously received).

The land will be conveyed without any explicit covenants, restrictions, or permissions regarding hunting, fishing, or other recreational activities, and the applicable local and state laws will govern such activities.

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

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	FY 2025 $1,100
04-096-096-963515-3054-401771 Federal Funds (80% of $46,000)	FY 2025 $36,800
04-096-096-960015-0000-UUU-409279 Highway Funds (20% of $46,000)	FY 2025 $9,200

EXPLANATION

The Department is processing the disposal of 0.05 +/- acres of unimproved vacant land in the Town of Gilford. The parcel of land was acquired in 1959 from The Estate of Alfred V. Lincoln by Quitclaim Deed as recorded in the Belknap County Registry of Deeds in Book 401, Page 550, for the realignment and construction of NH Route 11, Gilford, S-216(2), P-3792 Project, parcel 10. The parcel is identified as abutting vacant land on the southerly side of the requestor's parcel, identified in the Town of Gilford at Tax Map 242, Lot 232.

After departmental review, it was determined that the parcel is surplus to the department's operational needs. The sale will include the following conditions:

- As a condition of this sale, the buyer (Grantee) 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 Grantee must record the plan pursuant to RSA 478:1-a in the Belknap County Registry of Deeds. On request, the Grantee shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed, from which the Department will prepare the conveyance deed.

- Due to the proximity of the property to Laconia Municipal Airport, any proposed construction or alteration of structures or temporary equipment on this property, the proponent will need to provide notice to the Federal Aviation Administration (FAA) via https://oeaaa.faa.gov/oeaaa/external/portal.jsp, and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to the FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under US Code of Federal Regulations Title 14 Part 77.9 (http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=14:2.0.1.2.9).

- The Grantee shall be responsible for obtaining all local and state land use approvals prior to closing.

- The Grantee will receive the conveyance without explicit covenants, restrictions, or permissions regarding hunting, fishing, and other recreational activities. After closing, applicable local and state laws will regulate such activities for the Grantee.

- An administrative fee of $1,100.00 is required from the Grantee at the time of the sale.

- The stonewall is to be avoided or impacts minimized. If breaching is needed, actions should follow the New Hampshire stonewall policy.

- No access to NH Route 11 will be provided from the subject parcel.

This land was previously approved for conveyance at the October 2, 2024, Long Range Capital Planning and Utilization Committee meeting (LRCP 24-032), authorizing the Department to proceed with the sale

of approximately 0.077 +/- acres of State-owned land. The sale price was set at the contributory value of $61,400, with an additional administrative fee of $1,100 ($500 of which had already been received).

On April 23, 2025, the Governor and Council approved the Department's request (Item #27) to sell the 0.077 +/- acres of State-owned land for $61,400, with an additional administrative fee of $1,100 ($500 of which was previously received).

Recently, the land was surveyed and found to be smaller than initially reported. The land was reappraised, and the contributory value was adjusted downward to reflect the smaller footprint.

At the September 29, 2025, Long Range Capital Planning and Utilization Committee meeting, the request (LRCP 25-031) was approved, authorizing the Department to proceed with the sale of approximately 0.05 +/- acres of State-owned land. The sale price is set at the contributory value of $46,000, with an additional administrative fee of $1,100 ($500 of which was previously received).

The Department solicited interest from the Town of Gilford pursuant to RSA 4:39-c, and the Town declined to express interest in the property.

The Department also solicited interest from the New Hampshire Housing Finance Authority pursuant to RSA 204-D:2, and the New Hampshire Housing Finance Authority declined to express interest in the property.

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

Respectfully,

William J. Cass, P.E.
Commissioner

WJC/JEP
Attachments

EXHIBIT 1

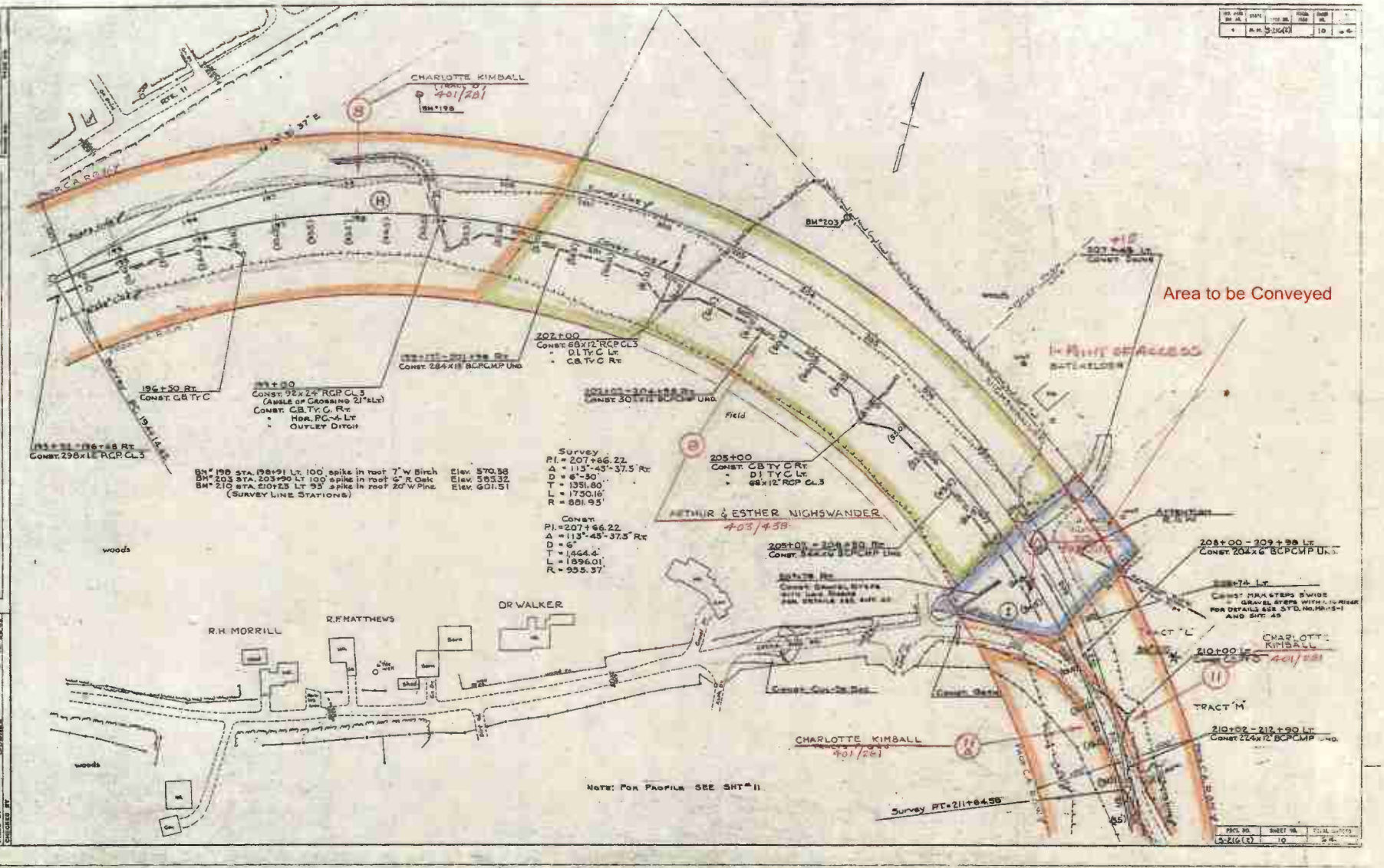

CHARLOTTE KIMBALL
401/281
BM=198
BM=203
Area to be Conveyed
196+50 Rt.
Const. CB Ty C
Const. 68x12" RCP CL.3
D1 Ty C Lt.
CB Ty C Rt.
Const. 284x18" BCPCMP Und.
Field
Survey
P.I. = 207+66.22
Δ = 113°-45'-37.5" Rt.
D = 6°-30'
T = 1351.80'
L = 1750.16'
R = 881.95'
Const.
P.I. = 207+66.22
Δ = 113°-45'-37.5" Rt.
D = 6°
T = 1,464.4'
L = 1896.01'
R = 955.37'
205+00
Const. CB Ty C Rt.
D1 Ty C Lt.
68x12" RCP CL.3
ARTHUR & ESTHER NIGHSWANDER
403/458
208+00 - 209+98 Lt.
Const. 204x6" BCPCMP Uns.
TRACT "L"
210+00 Lt.
CHARLOTTE KIMBALL
401/281
TRACT "M"
210+02 - 212+90 Lt.
Const. 224x12" BCPCMP Und.
CHARLOTTE KIMBALL
401/281
Survey PT=211+84.56
Note: For Profile See Sht. 11
woods
R.H. MORRILL
R.E. MATTHEWS
DR WALKER
Barn
Shed
Survey Line Stations
BM=198 STA. 198+91 Lt. 100' spike in root 7" W Birch Elev. 570.38
BM=203 STA. 203+90 Lt. 100' spike in root 6" R Oak Elev. 585.32
BM=210 STA. 210+23 Lt. 95' spike in root 20" W Pine Elev. 601.51

EXHIBIT 2

Gilford, NH

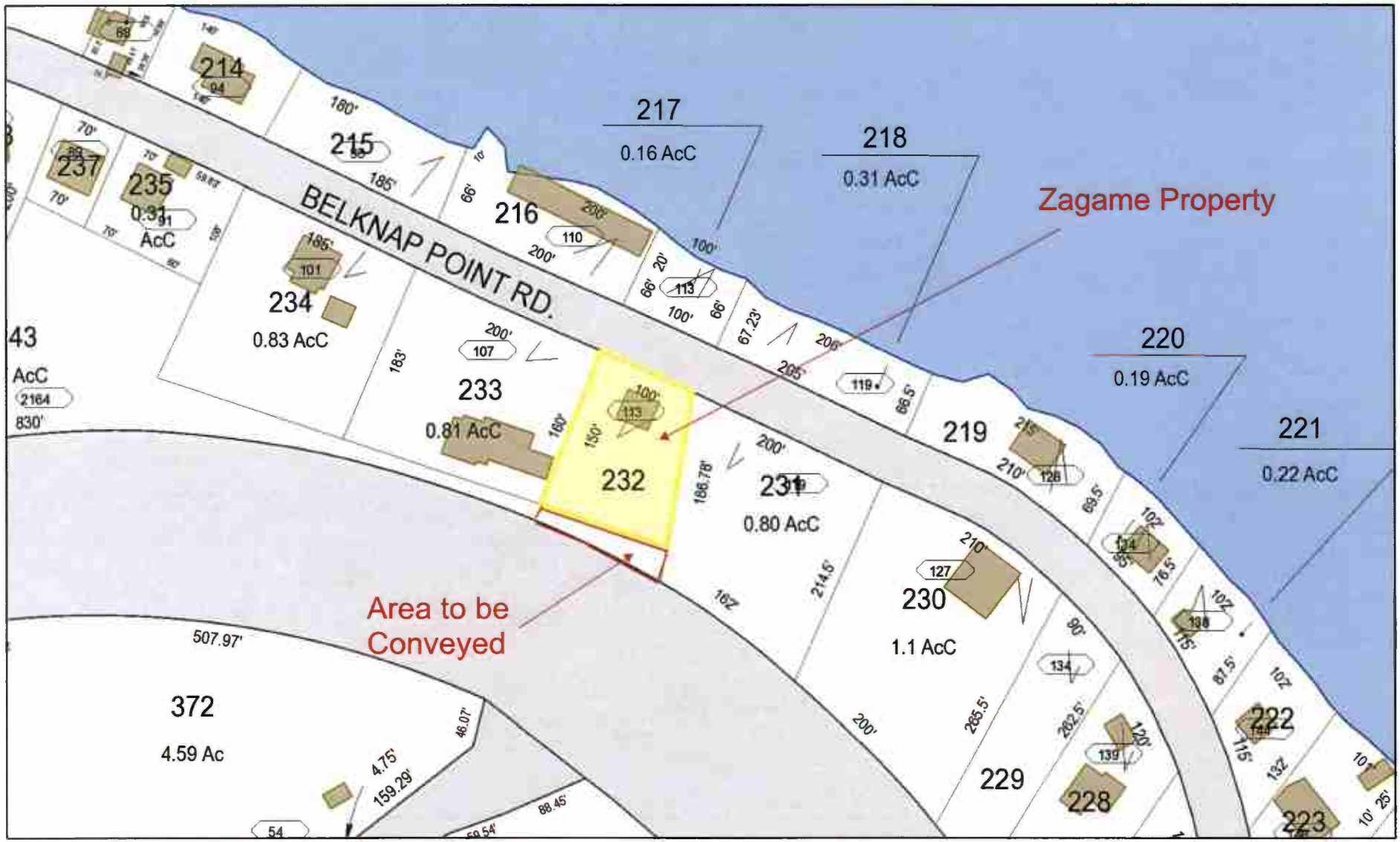
November 21, 2022

1 inch = 136 Feet

0 136 272 408

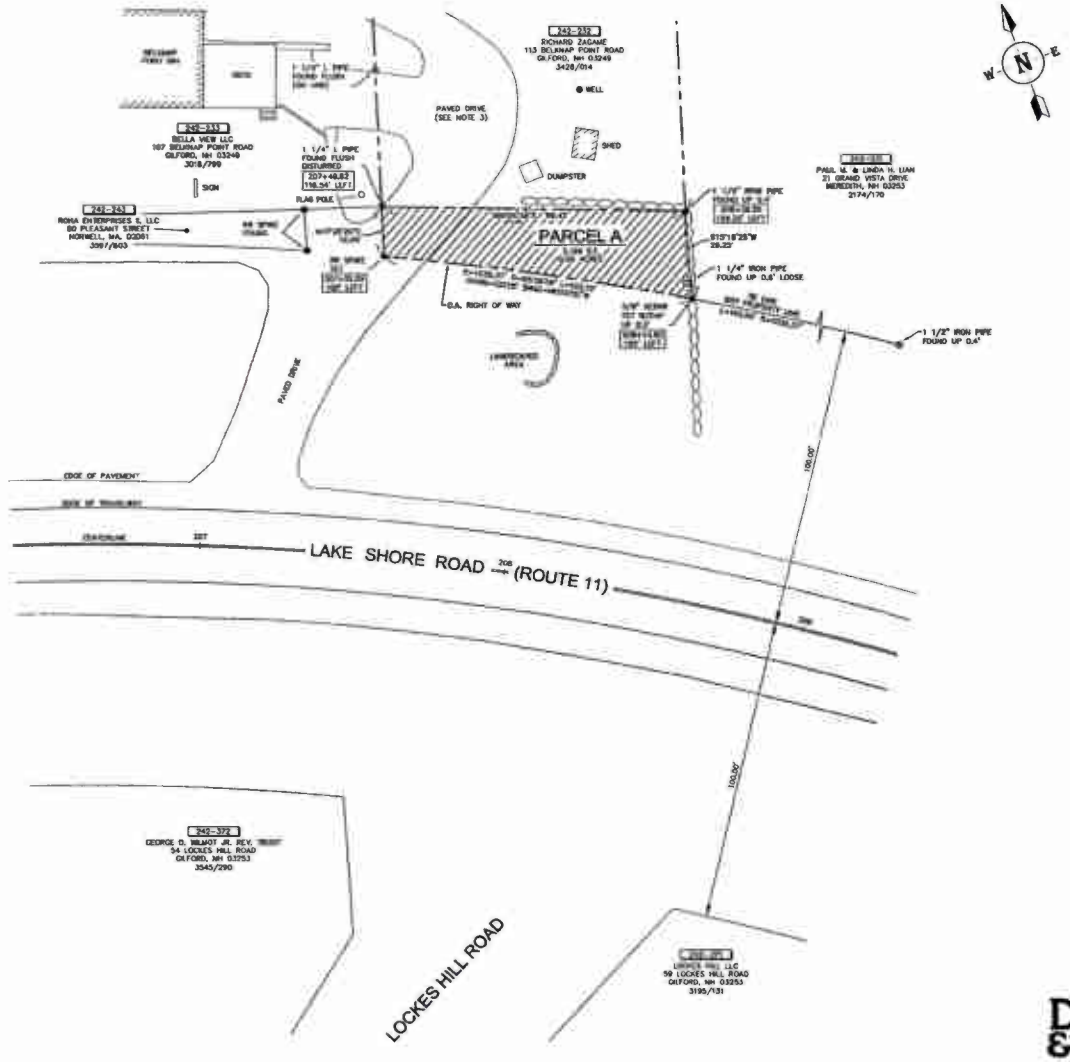
CAI Technologies
Precision Mapping Geospatial Solutions

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.

LOCATION MAP



NOTES:

1) OWNER OF RECORD: NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
7 HAZEN DRIVE
P.O. BOX 483
CONCORD, N.H. 03302-0483

2) DEED REFERENCE TO PARCEL IS BOOK 401 PAGE 550 BELKNAP COUNTY REGISTRY OF DEEDS.

3) PARCEL IS SUBJECT TO WARRANTY GRANT OF EASEMENT ITEMS LISTED IN BK. 768 PG. 985 B.C.R.D.

4) PARCEL LIES IN THE (SFR) SINGLE FAMILY RESIDENTIAL ZONING DISTRICT. SETBACKS ARE: FRONT-35', SIDE-25', AND REAR - 25'. MAXIMUM LOT COVERAGE IS 25%.

5) VERTICAL DATUM: NAVD88 (GEOID18) FEET
HORIZONTAL DATUM: NAD83 NH STATE PLANE (2800) US. FEET

6) BASIS OF BEARING IS NAD83 NH GRID US FEET AS ESTABLISHED FROM A STONEY CRISS BASE STATION AND ROVER WITH DATA CORRECTED BY OPUS.

7) FIELD SURVEY WAS DONE WITH A LEICA ROBOTIC FIVE SECOND THEODOLITE WITH ELECTRONIC DISTANCE METER AND THE CONVENTIONAL CLOSED TRAVERSE MEETS THE REQUIREMENTS FOR THE URBAN CLASSIFICATION OF A STANDARD PROPERTY SURVEY, AS DEFINED BY THE NH CODE OF ADMINISTRATIVE RULES FOR LAND SURVEYORS, EFFECTIVE 11-1-2016.

8) PARCEL A IS UNDER AGREEMENT TO BE CONVEYED BY NHDOT TO RICHARD ZAGAME AND NOT TO BE CONSIDERED A LOT OF RECORD AND IS TO BE MERGED WITH MAP 242 LOT 232 UPON TRANSFER OF TITLE.

REFERENCE PLANS:

1) PLAN TITLED "SURVEY OF LAND, BELKNAP POINT ROAD, GILFORD, (BELKNAP COUNTY), N.H. FOR MILON C. & MAUREEN R. MARSDEN" SCALE 1" = 20', DATED MAY 1988, BY STEVEN J. SMITH & ASSOC., INC. RECORDED B.C.R.D. DRAWER L16, PLAN #51.

2) PLAN TITLED "PLAN OF THE SUBDIVISION OF THE FORMER PANORAMA PROPERTY FOR STANLEY RITTER, GILFORD, N.H." SCALE 1" = 50', DATED JUNE, 1969, REVISED JULY, 1969, BY FRANCIS G. HAMBROOK. RECORDED B.C.R.D. PLAN BK. 28, PG. 1992.

3) N.H. ROUTE 11 HIGHWAY LAYOUT-GILFORD F.A.S.-216(2) P-3792, 1958, BEGINNING STATION 151+00, END STATION 219+00. SHEET 10 OF 64. B.C.R.D. PLAN BK. 13, PG. 983.

LEGEND

- IRON PIPE FOUND
- REBAR FOUND OR SET
- WELL
- SEWER MANHOLE
- UTILITY POLE
- OVERHEAD UTILITIES
- STEEL FENCE
- STONE WALL
- RIGHT OF WAY

NO.	DATE	DESCRIPTION	BY
2	6/23/25	PER COMMENTS	DMB
1	6/16/25	CORNER SET	DMB

I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND HAS A MAXIMUM ERROR OF CLOSURE OF 1:10,000 ON ALL PROPERTY LINES WITHIN AND BORDERING THE SUBJECT PROPERTY.

PURSUANT TO RSA 676:18,III and RSA 672:14

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

PURSUANT TO RSA 676:18, IV

A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWN OF GILFORD, NH PLANNING BOARD.

25 JUNE 2025
DATE:

DuBois & King inc.
www.dubois-king.com
© Copyright 2024 DuBois & King Inc.

RIGHT-OF-WAY PLAN

PREPARED FOR

RICHARD ZAGAME

TAX MAP 242, LOT 232
113 BELKNAP POINT ROAD
GILFORD, (BELKNAP COUNTY) NH
SCALE 1" = 20' MAY 6, 2025

20' 0 20' 40'
SCALE IN FEET

JN 430815

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 8th 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 Richard Zagame or designee at closing, with a residential address of 113 Belknap Point Road, Gilford, New Hampshire 03249 (hereinafter the "Buyer"). The Department and the Buyer are collectively referred to as the ("Parties") and individually as a ("Party").

RECITALS

This Agreement relates to the sale of real estate consisting of 0.077 +/- acres of State-owned land located on the northeasterly side of NH Route 11 (Lake Shore Road) and south of Belknap Point Road in the Town of Gilford, County of Belknap. More particularly being a portion of a parcel of land acquired from The Estate of Alfred V. Lincoln in Book 401, Page 550, as recorded in the Belknap County Registry of Deeds. The parcel was acquired for the realignment and construction of NH Route 11, Gilford, S-216(2), P-3792 Project, parcel 10.

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 northeasterly side of NH Route 11 (Lake Shore Road) and the southside of Belknap Point Road in the Town of Gilford, County of Belknap, consisting of 0.077 +/- acres as described above.

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

III. The Buyer is afforded the ability to acquire the Property 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 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 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, the Property, consisting of 0.077 +/- acres, as shown on Gilford S-216(2) P-3792 – Sheet #10 (listed as **EXHIBIT 1**) and Town of Gilford Tax Map 242 Lot 232 (listed as **EXHIBIT 2**).

1.2. ***Purchase Price***: The Buyer shall acquire the Property for the sum of SIXTY-ONE THOUSAND FOUR HUNDRED DOLLARS ($61,400) 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 SIXTY-TWO THOUSAND DOLLARS ($62,000).

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 Property to the Buyer.

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 October 2, 2024, (LRCP #24-032), 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 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 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.

1.4.3 The Bureau of Aeronautics does not need this property now or in the foreseeable future for aeronautical purposes. However, due to the proximity of the property to Laconia Municipal Airport any proposed construction or alteration of structures or temporary equipment on this property the proponent will need to provide notice to the Federal Aviation Administration (FAA) via and no construction can be initiated until the FAA has issued a determination letter about the proposal.

Notification to FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under US Code of Federal Regulations Title 14 Part 77.9 ( ).

1.4.4 The stonewall is to be avoided or impacts minimized. If breaching is needing, actions should be taken to follow the New Hampshire stonewall policy.

1.4.5 No access to NH Route 11 will be provided from the subject parcel.

1.5. ***Access to Property***: The Department hereby grants authorization to the Buyer, 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 Buyer shall coordinate all access to the Property 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 Property, 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 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 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 Contingencies**: The Buyer's 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 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 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 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 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.

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 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 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 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 property 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: Gilford S-216(2) P-3792, – Sheet #10
EXHIBIT 2: Town of Gilford Tax Map 242 Lot 232
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]

BUYER:

By: _____ Date: 2/3/25

Printed: Richard Zagame
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

Signed or attested before me on the 3rd day of February, 2025.

_____
Justice of the Peace/Notary Public

(Seal)

JAZLYNN M LETOURNEAU
STATE OF NEW HAMPSHIRE
-MY-
COMMISSION
EXPIRES
MAY 29, 2029
NOTARY PUBLIC

My Commission Expires: May 29th 2029

SELLER:

STATE OF NEW HAMPSHIRE

By: _____ Date: 2-24-2025

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 24 day of February, 2025.

_____
~~Justice of the Peace~~/Notary Public

SHANNON M DONNELLY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
July 14, 2026

(Seal)

My Commission Expires: 7/14/26

ADDENDUM TO PURCHASE AND SALES AGREEMENT

This addendum is made a part of the Purchase and Sales Agreement for the sale of certain real estate situated northeasterly of NH Route 11 (Lake Shore Road), and south of the Belknap Point Road in the Town of Gilford, executed by and between the State of New Hampshire, PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03301 as "Seller" and Richard Zagame or designee as "Buyer", with a residential address of 113 Belknap Point Road, Gilford, New Hampshire 03249 (referred to collectively as "the Parties"), dated February 24th, 2025 and forms a part hereof.

It is agreed between the Parties as follows:

1. That the Recital Section Part I., of said Agreement is to be revised to state: The Department owns certain real estate located on the northeasterly side of NH Route 11 (Lake Shore Road) and the south side of Belknap Point Road in the Town of Gilford, County of Belknap, consisting of 0.05 +/- acres as described above.
2. That the Purchase Price section 1.2., of said Agreement is to be revised to state: The Buyer shall acquire the Property for the sum of FORTY-SIX THOUSAND AND ZERO DOLLARS ($46,000) 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 FORTY-SIX THOUSAND AND SIX HUNDRED DOLLARS ($46,600).
3. Except for the provision contained herein, the Agreement shall remain on its face fully enforceable and otherwise deemed unmodified.

Executed by the Parties on the dates as shown below:

State of New Hampshire, Seller by:

Date: 8.14.2025

Eric G. Sargent
Administrator
Bureau of Right of Way

BUYER:

Date: 8/14/25

Richard Zagame

EXHIBIT 1

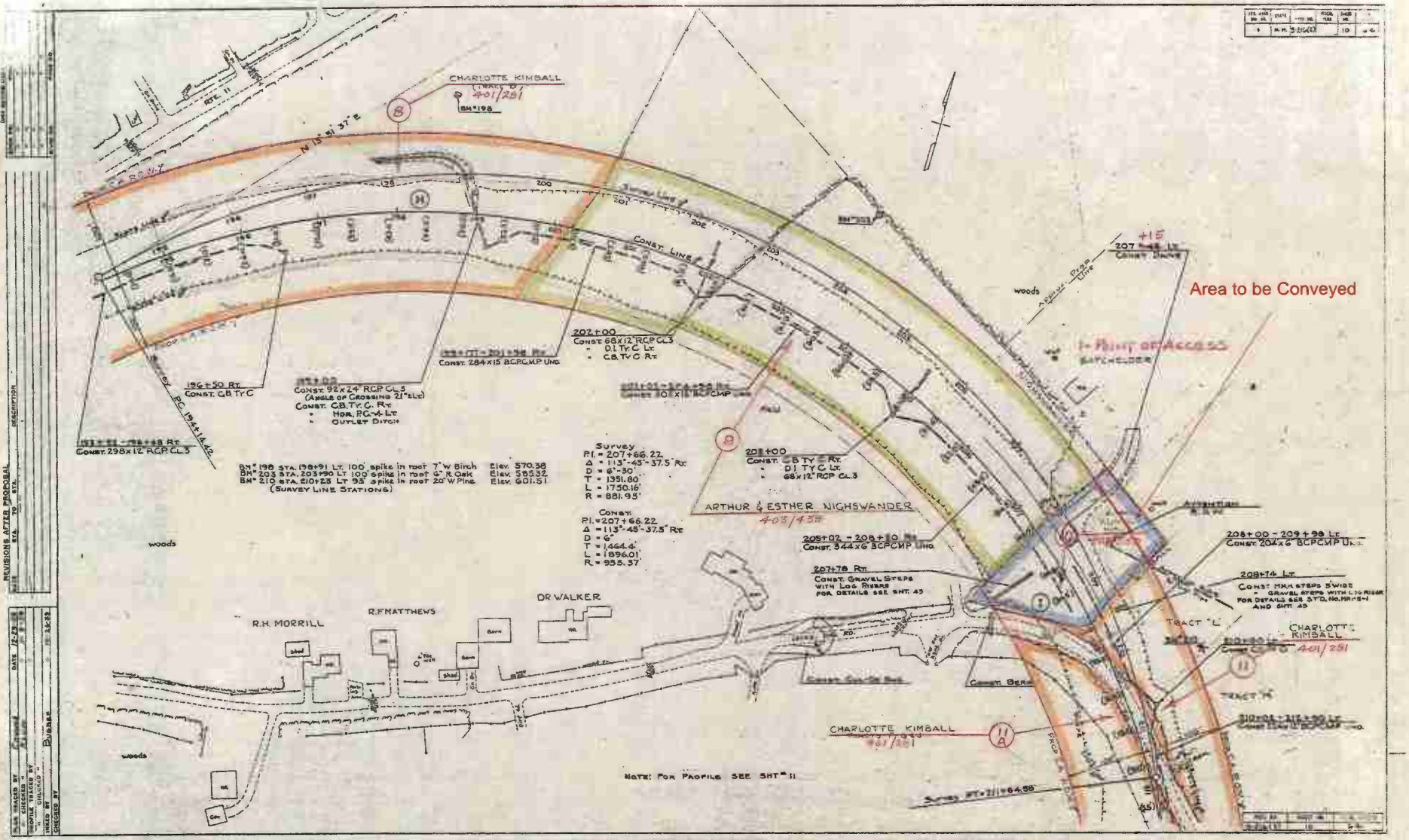

CHARLOTTE KIMBALL
401/281
N 13° 51' 37" E
Const. Line
Survey Line
Prop. Line
Area to be Conveyed
1-Point of Access
Batchelder
207+00
Const. 68x12 RCP CL.3
D1 TYC Lt
CB TYC Rt
196+50 Rt
Const. CB TYC
Const. 92x24 RCP CL.3
(Angle of Crossing 21° Lt)
Const. CB TYC Rt
Hdw. RCW-4 Lt
Outlet Ditch
Const. 284x15 BCPCMP Uno.
Const. 298x12 RCP CL.3
BM# 198 Sta. 198+91 Lt. 100' spike in root 7" W Birch Elev. 570.38
BM# 203 Sta. 203+90 Lt 100' spike in root 6" R. Oak Elev. 585.32
BM# 210 Sta. 210+23 Lt 93' spike in root 20" W Pine Elev. 601.51
(Survey Line Stations)
Survey
P.I. = 207+66.22
Δ = 113°-45'-37.5" Rt
D = 6°-30'
T = 1351.80'
L = 1730.16'
R = 881.95'
Const.
P.I. = 207+66.22
Δ = 113°-45'-37.5" Rt
D = 6°
T = 1464.4'
L = 1896.01'
R = 955.37'
208+00
Const. CB TYC Rt
D1 TYC Lt
68x12 RCP CL.3
ARTHUR & ESTHER NIGHSWANDER
403/435
205+02 - 206+10 Rt
Const. 344x6 BCPCMP Uno.
207+78 Rt
Const. Gravel Steps
with Log Risers
for details see sht. 45
208+00 - 209+98 Lt
Const. 204x6 BCPCMP Uno.
208+74 Lt
Const. Max steps 5' wide
- Gravel steps with log riser
for details see std. no. RR-15-4
and sht. 45
Tract "L"
Tract "K"
CHARLOTTE KIMBALL
401/281
CHARLOTTE KIMBALL
401/281
Const. Berm
Const. Gravel Rd.
Rd.
R.H. MORRILL
R.F. MATTHEWS
DR. WALKER
Barn
Shed
Hse.
woods
Note: For Profile See Sht. 11
Survey Sta. 211+64.58
Prop. C.L.
Prop. R.W.Y.
Rte. 11
Rt. 13 P.C. 193+16.42

EXHIBIT 2

Gilford, NH

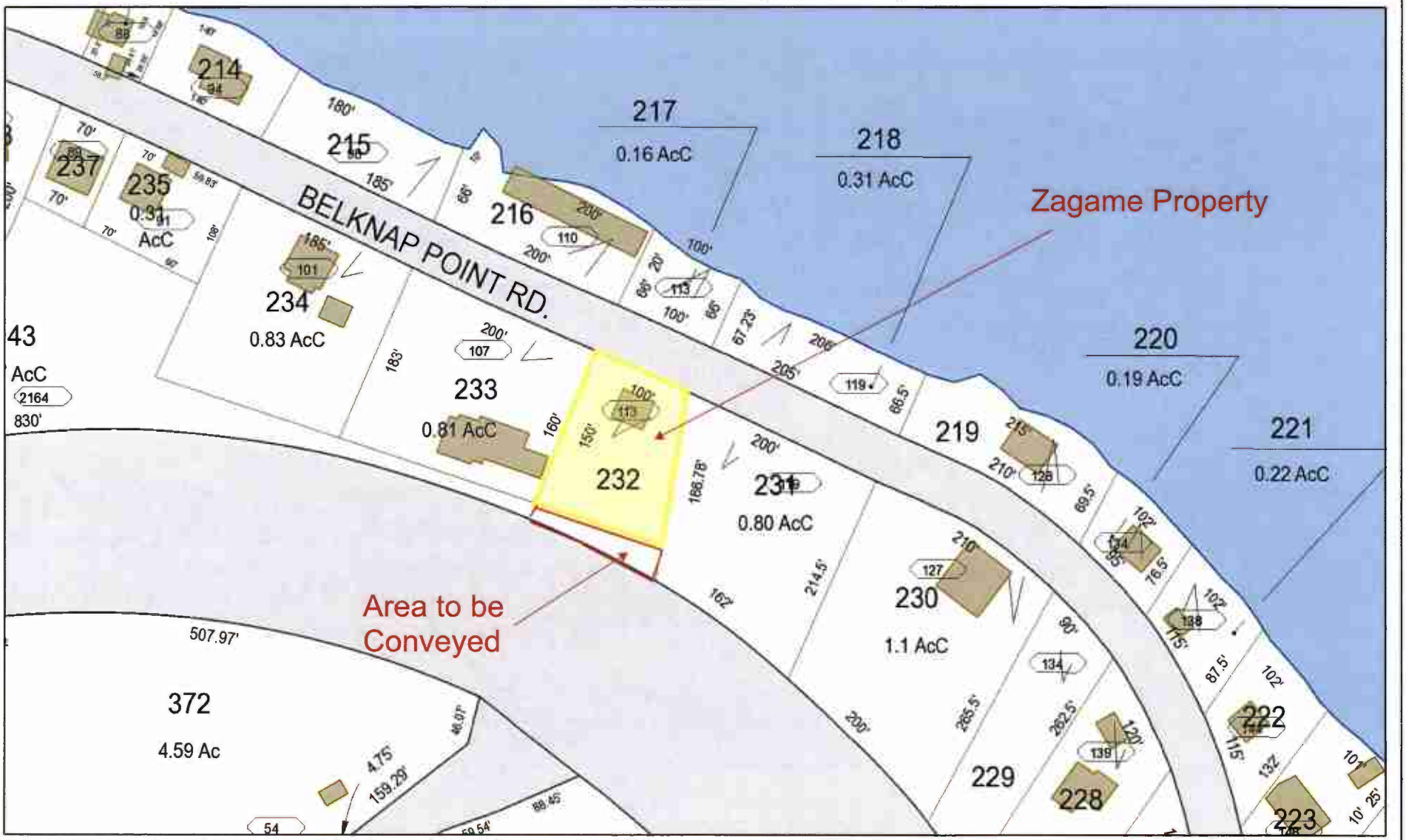
November 21, 2022

1 inch = 136 Feet

0 136 272 408

CAI Technologies
Precision Mapping. Geospatial Solutions

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.

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.			

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.

NEW HAMPSHIRE HOUSING

Rob Dapice
Executive Director/CEO
rdapice@nhhfa.org

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY
NOV 19 2024
RECEIVED

November 13, 2024

Adam Smith, Assistant Administrator
Bureau of Right of Way
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Gilford property

Dear Mr. Smith:

New Hampshire Housing Finance Authority is not interested in purchasing the property located in Gilford, described in your letter of October 14, 2024.

We would like to thank you for giving us the opportunity to review this parcel.

Sincerely,

Robert B. Dapice
Executive Director/CEO

Enclosures

Outlook

Sale of State Owned Land in Gilford, S-216(2), P3792

From Scott Dunn <sdunn@gilfordnh.org>
Date Thu 10/24/2024 8:38 AM
To Allen, Emily <emily.e.allen@dot.nh.gov>

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Dear Emily,

I am writing on behalf of the Gilford Board of Selectmen in response to a letter from Adam Smith dated October 14, 2024, as referenced above,

Please be advised the Town of Gilford has no interest in acquiring the subject property to be sold.

Thank you for providing us with an opportunity for consideration.

Regards,

Scott J. Dunn, Town Administrator
47 Cherry Valley Road
Gilford, NH 03249
603-527-4706

Approved by the Long Range Capital Planning and Utilization Committee
September 29, 2025

(3241-10, S-216(2))

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 25-031

FROM: EGS Eric G. Sargent
Administrator

DATE: August 29, 2025

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

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

TO: Representative David Milz, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department), requests to amend the previously approved disposal of a parcel of State-owned land located northeasterly of NH Route 11 (Lake Shore Road) and south of the Belknap Point Road in the Town of Gilford by reducing the total square footage from approximately 3,350 sq ft to approximately 2,199 sq ft (LRCP 24-032, approved on October 2, 2024). The appraisal price will be reduced from $61,400 to $46,000 to reflect the decrease in square footage being sold. The sale will be direct to the abutting parcel owner, Richard Zagame (Grantee). The Department will assess an administrative fee of $1,100 pursuant to RSA 4:40, III-A. The sale will be subject to conditions as specified in this request.

EXPLANATION

The Department received a request from Richard Zagame to acquire the State-owned parcel for the expansion of parking to his current lot. The State-owned parcel was acquired from The Estate of Alfred V. Lincoln by quitclaim deed as part of a larger parcel in 1959 for $1,000, recorded December 7, 1959, in Book 401, Page 550 at the Belknap County Registry of Deeds. The parcel was acquired for the realignment and construction of NH Route 11, Gilford Project S-216 (2).

A recent survey of the subject parcel, conducted by a New Hampshire licensed land surveyor determined a significant reduction in the total square footage and area. The original appraisal valuation was based on 3,350 sq ft, approximately (0.07) +/- acres. The subject parcel now surveyed is known to contain 2,199 sq ft., (0.05) +/- acres. A subsequent appraisal based upon the reduced square footage provided a market value of $46,000.

After a departmental review, it was determined that the parcel is surplus to the Department's operational needs and available for disposal. The parcel will be sold "as is, where is, and with all faults," with the following conditions:

- As a condition of this sale, the Grantee will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, per the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to

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 Grantee will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel.

- The Grantee shall be responsible for obtaining any and all local and State approvals, including but not limited to subdivision approval.
- The Bureau of Aeronautics does not need this property now or in the foreseeable future for aeronautical purposes. However, due to the proximity of the property to Laconia Municipal Airport any proposed construction or alteration of structures or temporary equipment on this property the proponent will need to provide notice to the Federal Aviation Administration (FAA) via https://oeaaa.faa.gov/oeaaa/external/portal.jsp and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under US Code of Federal Regulations Title 14 Part 77.9 (http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=14:2.0.1.2.9).

The Department is respectfully requesting authorization to sell the subject parcel at the reduced sale price of $46,000.

In accordance with RSA 4:39-c, the Town of Gilford was solicited for interest in the parcel. In accordance with RSA 204-D:2, the New Hampshire Housing Finance Authority was solicited for interest in the parcel prior to this sale. Both entities declined interest.

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

JEP/EGS/
Attachments

Approved by the Long Range Capital Planning and Utilization Committee (T-5745 - 11, 12)
October 2, 2024

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION LRCP 24-032

FROM: Stephen G. LaBonte
Administrator

DATE: September 13, 2024

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

SUBJECT: **Sale of State-Owned Land in Gilford**
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 3,350 +/- square feet (.077 acres) of State-owned land, located northeasterly of NH Route 11 (Lake Shore Road), and south of the Belknap Point Road in the Town of Gilford, County of Belknap. The sale will be direct to the abutting parcel owner, Richard Zagame (Grantee), in the amount of $61,400, plus an administrative fee of $1,100. The sale will be subject to conditions as specified in this request.

EXPLANATION

The Department received a request from Richard Zagame to acquire the State-owned parcel for the expansion of parking to his current lot. The State-owned parcel was acquired from The Estate of Alfred V. Lincoln by quitclaim deed as part of a larger parcel in 1959 for $1,000, recorded December 7, 1959 in Book 401, Page 550 at the Belknap County Registry of Deeds. The parcel was acquired for the realignment and construction of NH Route 11, Gilford Project S-216 (2).

After a departmental review, it was determined that the parcel is surplus to the Department's operational needs and available for disposal.

- As a condition of this sale, the Grantee will be required to commission a Land Surveyor licensed in New Hampshire, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, per the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon approval by the Department, the Grantee is required to 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 Grantee will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel.
- The Grantee shall be responsible for obtaining any and all local and State approvals, including but not limited to subdivision approval.
- The Bureau of Aeronautics does not need this property now or in the foreseeable future for aeronautical purposes. However, due to the proximity of the property to Laconia Municipal Airport any proposed construction or alteration of structures or temporary equipment on this property the proponent

will need to provide notice to the Federal Aviation Administration (FAA) via https://oeaaa.faa.gov/ocaaa/external/portal.jsp and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under US Code of Federal Regulations Title 14 Part 77.9 (http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=14:2.0.1.2.9).

A Staff Appraiser from the Department evaluated the parcel and prepared a net contributory value appraisal using the sales comparison approach that adheres to the requirements of the Uniform Standards of Professional Appraisal Practice. Based on the current conditions of the parcel, the appraiser's opinion of value as of April 29, 2024, was concluded to be $61,400.00

In accordance with RSA 4:39-c, the Town of Gilford will be solicited for interest in the parcel. In accordance with RSA 204-D:2, the New Hampshire Housing Finance Authority will be solicited for interest in the parcel prior to this sale.

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

SGL/JMP/
Attachments