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William Cass, P.E.  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

18  
JAN 28 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  
December 22, 2025

**REQUESTED ACTION**

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 0.54 acres +/- of State-owned land situated on the northerly side of New Hampshire Route 107 in the Town of Fremont, County of Rockingham. The sale will be directly to Montana Realty Trust (Buyer), who has agreed to purchase the land for \$45,800. The Department will assess an administrative fee of \$ 1,100, effective upon approval by the Governor and Executive Council.

The unimproved land will be conveyed without explicit covenants, restrictions, or permissions regarding hunting, fishing, and other recreational activities, and applicable local and State laws will regulate such activities.

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

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2026</u>
Administrative Fee	\$1,100
04-096-096-960015-0000-UUU-409279	<u>FY 2026</u>
Highway Funds	\$45,800
(100% of \$45,800)	

## EXPLANATION

The Department received a request from the Buyer to acquire approximately 0.54+/- acres of State-owned vacant land. This parcel was acquired for the KINGSTON-BRENTWOOD-FREMONT, S2212 Project. The following is the parcel information requested from the Buyer:

- **Parcel 100T** - The State acquired 1.00+/- acres of land by Warranty Deed for \$4,500.00 in 1974 from Findley Brown, recorded on April 30, 1974, at the Rockingham County Registry of Deeds in Book 851, Page 231. Parcel 100T is identified in the Town of Fremont at Tax Map 2, Block 141, Lot 1.

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

- The Buyer is responsible for obtaining all local and State land use approvals, including but not limited to any necessary traffic control study, driveway permit or subdivision approval precedent to closing.
- The Buyer 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 Buyer.
- 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 Rockingham 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. The property shall be conveyed subject to a slope easement to the benefit of the State of New Hampshire as depicted in Book 220, Page 0204 at the Rockingham County Registry of Deeds.

At the Long-Range Capital Planning and Utilization Committee meeting held on September 29, 2025, the request (LRCP 25-036) was approved, authorizing the Department to proceed with the sale of the 0.54 +/- acres of State-owned land directly to Montana Realty Trust for a contributory market value of \$45,800.00. The Department will assess an additional administrative fee of \$1,100 (\$500 of which was previously received).

Pursuant to RSA 4:39-c, the Department formally solicited interest from the Town of Fremont and received a letter of no interest.

Pursuant to RSA 204-D:2, the Department formally solicited interest from the New Hampshire Housing Finance Authority and received a letter of no interest.

The Department is respectfully requesting authorization to proceed with the sale of this land, with the conditions noted above.

Respectfully,



William J. Cass, P.E.  
Commissioner

WJC/EMB

STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION

LRCP 25-036

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

**DATE:** September 09, 2025

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

**SUBJECT:** Sale of State-Owned Land in Fremont  
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 0.54 +/- acres of State-owned land located on the northerly side of New Hampshire Route 107, in the Town of Fremont, County of Rockingham. The sale will be direct to Montana Realty Trust (Requestor) for \$45,800. 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 a request for the sale of State-owned land located on the northerly side of New Hampshire Route 107 in the Town of Fremont, County of Rockingham; the subject parcel is identified as Tax Map 2, Block 141, Lot 1, and is located within the Flexible Use Residential zoning district.

The subject parcel is a portion of the land acquired in 1974 for the KINGSTON-BRENTWOOD-FREMONT, B-2151, S-2212 Project, for the construction of NH Route 107. The State acquired approximately 1.00 +/- acres of land for the project, with 0.54 +/- acres now remaining. The State acquired the parcel from Findley Brown by Warranty Deed, recorded on April 30, 1974, at the Rockingham County Registry of Deeds in Book 2220, Page 0204. Montana Realty Trust owns the abutting parcel, identified as Tax Map 2, Block 141 Lot 0, which encompasses and surrounds the subject property northerly, easterly and westerly. Montana Realty Trust would like to acquire the State-owned land to assemble the lot with their existing parcel.

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

- 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 and encompass all elements outlined in the NHDOT Right of Way Layout Plan checklist. 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 buyer is

obligated to record the plan in the Rockingham 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.

- The Grantee shall be responsible for obtaining any and all local and State approvals, including but not limited to any necessary traffic control study, driveway permit or subdivision approval.
- Excepting and reserving a slope easement to the State of New Hampshire to extend and maintain such slopes and embankments beyond the limits of the land as may be necessary to construct slopes and embankments at such an angle as will hold the material of said slope against ordinary erosion as depicted in Book 2220, Page 0204 at the Rockingham County Registry of Deeds.

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 contributory value appraisal using the sales comparison approach that adheres to the Right of Way Manual requirements and the Uniform Standards of Professional Appraisal Practice. The subject property's contributory value as of August 25, 2025, was concluded to be \$45,800.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Fremont.

Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority.

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

EGS/EMB  
Attachments

## PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 17 day of December, 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 Montana Realty Trust or their designee at closing (under common control), with a Principal address of 3 McIntosh Lane, Hampstead, New Hampshire 03841 (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 real estate consisting of approximately 0.54 +/- of an acre of vacant land located on the northerly side of New Hampshire Route 107, in the Town of Fremont, New Hampshire (the "Property") in the County of Rockingham. More particularly being a portion of the property acquired for the KINGSTON-BRENTWOOD-FREMONT, B-2151, S-2212 reconstruction project of 1974, from Findley Brown by Warranty Deed recorded on April 30, 1974, at the Rockingham County Registry of Deeds in Book 2220, Page 0204.

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 northerly side of New Hampshire Route 107, in the Town of Fremont, New Hampshire, consisting of approximately 0.54 +/- of an acre of vacant land as described above.
- II. The Department is divesting the Property, as it has been deemed surplus to the Department's operational needs.
- III. The 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.

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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 approximately 0.54 +/- of an acre, as shown on **EXHIBIT 1: KINGSTON-BRENTWOOD-FREMONT, B-2151, S-2212 sheets # 15 & 16** and **EXHIBIT 2: Town of Fremont Tax Map 2, Block 141, Lot 1** as demonstrated.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of FORTY-FIVE THOUSAND, EIGHT HUNDRED DOLLARS (\$45,800) 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, FOUR HUNDRED DOLLARS (\$46,400).
- 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 September 29, 2025, 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 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 Rockingham 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.

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- 1.4.2 The Buyer shall be responsible for obtaining all local and State land use approvals precedent to the closing.
- 1.4.3 Excepting and reserving a slope easement to the State of New Hampshire to extend and maintenance such slopes and embankments beyond the limits of the land as may be necessary to construct slopes and embankments at such an angle as will hold the material of said slope in repose against ordinary erosion as depicted in Book 2220, Page 0204 at the Rockingham County Registry of Deeds.
- 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

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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's 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

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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

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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

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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.

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- 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

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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:** KINGSTON-BRENTWOOD-FREMONT, B-2151, S-2212 sheets # 15 & 16

**EXHIBIT 2:** Town of Fremont Tax Map 2, Block 141, Lot 1 as demonstrated.

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

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

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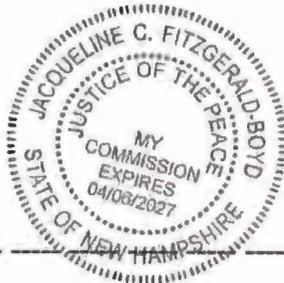
BUYER(S) INITIALS HW,

**BUYERS:  
MONTANA REALTY TRUST**

By: [Signature] Date: 12/17/2025

Printed: Robert P. Villella, Trustee of the Montana Realty Trust  
Duly Authorized  
STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

Signed or attested before me on the 17 day of December, 2025.



[Signature]  
Justice of the Peace/Notary Public

(Seal)

My Commission Expires: 4-6-2027

**SELLER:**

STATE OF NEW HAMPSHIRE  
By: [Signature] Date: 12-17-2025

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 17 day of December, 2025.

[Signature]  
Justice of the Peace/Notary Public

(Seal)

My Commission Expires: 7/14/26

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

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature]

**TRUSTEE'S CERTIFICATE**

I, Robert P. Villella, Trustee, of the Montana Realty Trust dated June 14, 1994 (hereinafter, the "Trust") do hereby represent, warrant and certify, pursuant to RSA 564-A7II, as follows:

1. I, Robert P. Villella, am the Trustee of the Trust.
2. The Trust is in full force and effect and has not been amended or revoked:
3. The Trustee is authorized to act on behalf of the Trust and its beneficiaries and has full and absolute power according to the Trust agreement to receive or to convey any interest in real estate, and improvements thereon, held in the Trust and to execute documents for the Trust and to bind the Trust.
4. This certificate shall be conclusive proof of the facts stated herein and may be relied upon by any and all persons, and no purchaser or third party shall be bound to inquire whether the Trustee has said power; or is properly exercising said power; or to see to the application of any Trust asset paid to the Trustee for a conveyance thereof.

Executed this 17<sup>th</sup> day of December, 2025.

*Robert P. Villella* Trustee

Robert P. Villella Trustee

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

On this day, before me personally appeared Robert P. Villella, Trustee, and has satisfactorily proven to me to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand official seal. on 12-17-2025



*J. Fitzgerald*  
Notary Public/Justice of the Peace  
My commission expires: 4-6-2027



# Map 2, Block 141 Lot 1

Town of Fremont, NH

1 inch = 138 Feet

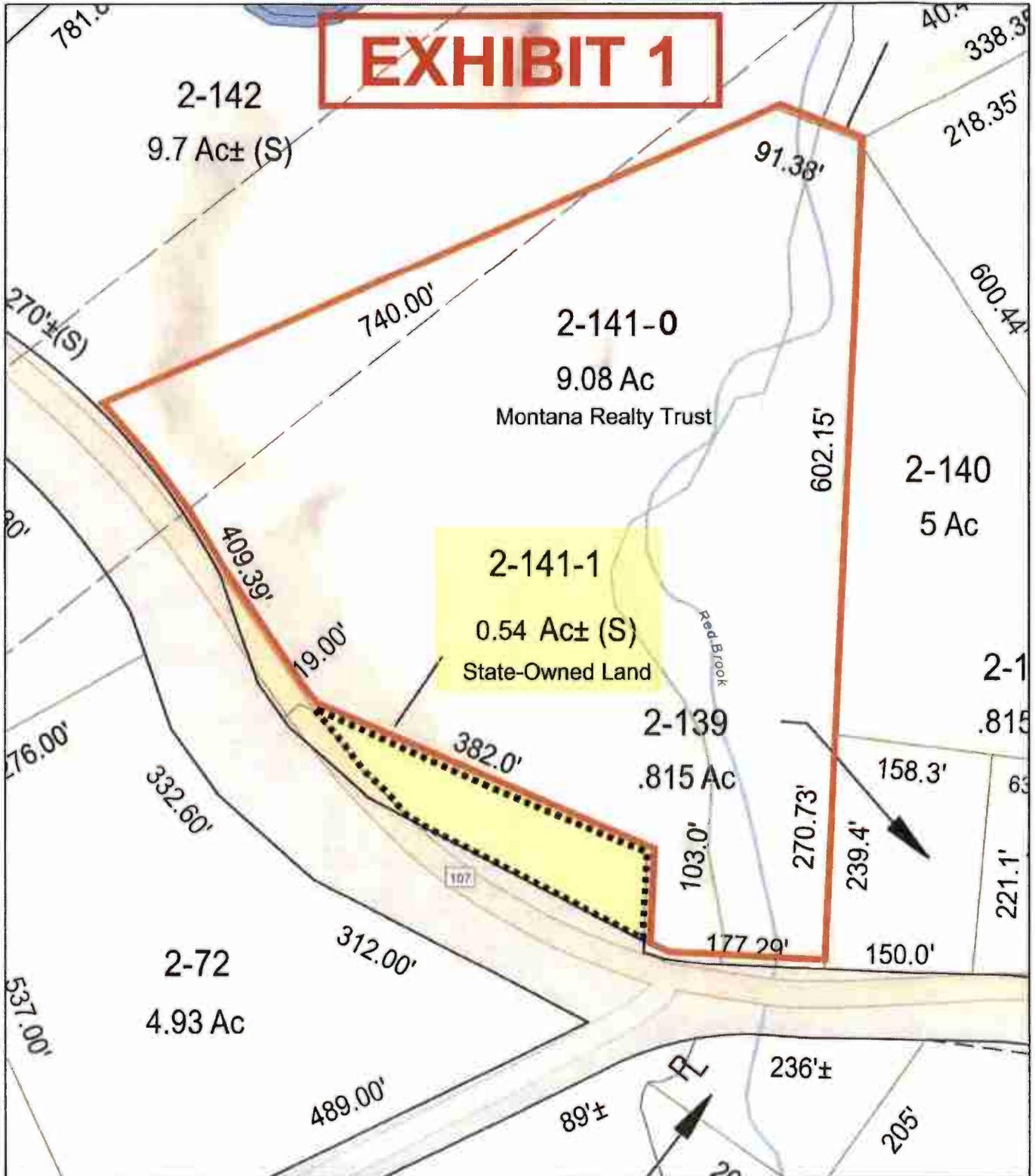


www.cai-tech.com

April 8, 2025



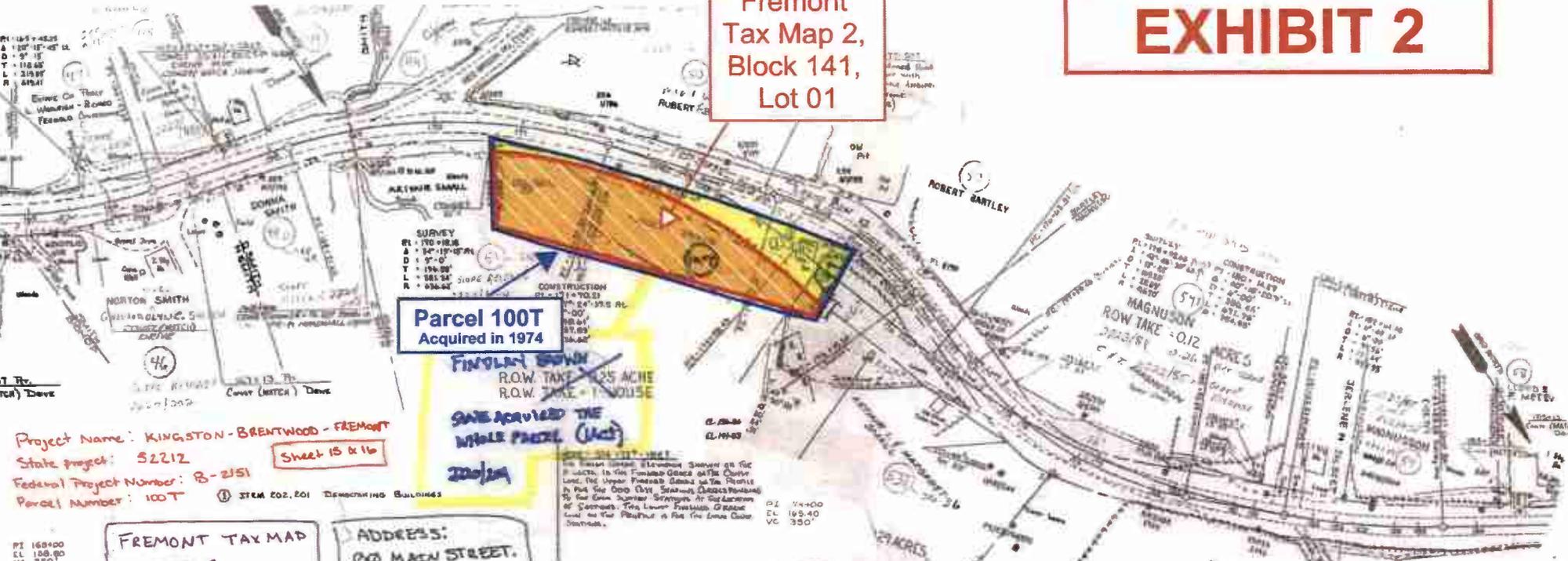
**EXHIBIT 1**



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.

Fremont  
Tax Map 2,  
Block 141,  
Lot 01

**EXHIBIT 2**



**Parcel 100T**  
Acquired in 1974

FINLAND BROWN  
R.O.W. TAKE 1/25 ACRE  
R.O.W. TAKE 1 HOUSE

SWE ACQUIRED THE  
WHOLE PARCEL (ACT)

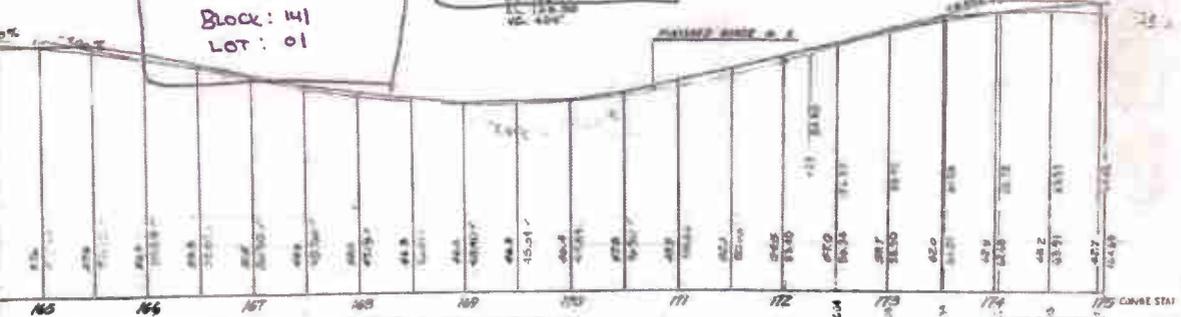
Project Name: KINGSTON-BRENTWOOD-FREMONT  
State Project: S2212  
Federal Project Number: B-2151  
Parcel Number: 100T

Sheet 15 & 16

FREMONT TAX MAP  
MAP: 2  
BLOCK: 141  
LOT: 01

ADDRESS:  
800 MAIN STREET.

PI 168400  
EL 100.00  
VC 330'



15' GRAVEL

CURVE STATION

# 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

Dated: 10-20-25

## 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.



**Town of Fremont NH**  
**Office of the Select Board**  
**PO Box 120**  
**Fremont NH 03044-0120**

T: 603 895 2226 x 301  
F: 603 895 3149  
E: hcarlson@fremont.nh.gov

DEPT. OF TRANSPORTATION  
BUREAU OF RIGHT OF WAY

SEP 29 2025

**RECEIVED**

25 September 2025

New Hampshire Department of Transportation  
Shannon Donnelly, Chief of Property Management  
PO Box 483  
Concord, NH 03302-0483

Dear Chief Donnelly:

This letter is written pursuant to your letter of September 10, 2025 directed to Town Administrator Heidi Carlson regarding the State's planned sale of parcel 02-141.001 located on Route 107 in Fremont NH.

The Town has no interest in purchasing this property with the stated requirements.

We appreciate your reaching out to us.

If you need further information, please contact Heidi in our office as above.

Sincerely yours,

The Fremont Select Board

*[Handwritten signature]*  

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*[Handwritten signature]*  

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*[Handwritten signature]*  

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**From:** Andrew Cadorette <acadorette@nhhfa.org>  
**Sent:** Monday, September 15, 2025 9:59 AM  
**To:** Billings, Elizabeth  
**Cc:** Rhiannon Black  
**Subject:** RE: Sale of State Owned Land in Fremont

**EXTERNAL EMAIL WARNING!** This email originated outside of the New Hampshire Executive Branch network. Do not open attachments or click on links unless you recognize the sender and are expecting the email. Do not enter your username and password on sites that you have reached through an email link. Forward suspicious and unexpected messages by clicking the Phish Alert button in your Outlook and if you did click or enter credentials by mistake, report it immediately to [helpdesk@doit.nh.gov](mailto:helpdesk@doit.nh.gov)!

---

Hello Liz. Thanks for sending over to NH Housing. NH Housing will be passing on this parcel.

Andy

---

**ANDREW CADORETTE**

Senior Manager, Marketing and Outreach  
Homeownership Division  
New Hampshire Housing  
PO Box 5087, Manchester, NH 03108  
32 Constitution Dr., Bedford, NH 03110  
D 603.310.9287 | M 603.310.9287  
[acadorette@nhhfa.org](mailto:acadorette@nhhfa.org) | [NHHousing.org](http://NHHousing.org)

---

**From:** Billings, Elizabeth <[Elizabeth.M.Billings@dot.nh.gov](mailto:Elizabeth.M.Billings@dot.nh.gov)>  
**Sent:** Wednesday, September 10, 2025 2:54 PM  
**To:** Andrew Cadorette <[acadorette@nhhfa.org](mailto:acadorette@nhhfa.org)>  
**Subject:** Sale of State Owned Land in Fremont

Hi Andrew,

I sent out a letter today to Robert and wanted to send you a scanned copy for your review.

Please let me know if you have any questions!

Best,





**Fremont  
Tax Map 2,  
Block 141,  
Lot 01**



**Parcel 100T**  
Acquired in 1974

**FINLAY BROWN**  
R.O.W. TAKE 25 ACRE  
R.O.W. TAKE 1 HOUSE

**STATE ACQUIRED THE  
WHOLE PARCEL (IACS)**

320/204

**NOTE STA 172+10.21 - 172+11.21**  
THE FINISH GRADE ELEVATION SHOWN ON THE 20' SECTA, IS THE FINISHED GRADE ON THE CENTER LINE. THE UPPER FINISHED GRADE ON THE PROFILE IS FOR THE GOOD C&N STATIONS CHECKS BEHIND THE EVEN SURVEY STATIONS AT THE LOCATION OF SECTIONS. THE LOWER FINISHED GRADE IS ON THE PROFILE IS FOR THE E&M C&N STATIONS.

PI 174+00  
EL 165.40  
VC 350'

PI 165+45.25  
A = 20' 15" - 45' 15"  
D = 97'-0"  
T = 110.48'  
L = 215.05'  
R = 615.41'

ESTATE OF PERCY L. WILSON - RUMED FERMALD

MARTON SMITH

CONSTRUCTION EL 171+70.21

7 Tr. (CR) Drive

167+13.13 R.O. (CONSTR MATCH) DRIVE

167+13.13 R.O. (CONSTR MATCH) DRIVE

167+13.13 R.O. (CONSTR MATCH) DRIVE

**Project Name: KINGSTON - BRENTWOOD - FREMONT**

**State project: 52212**

**Federal Project Number: B-2151**

**Parcel Number: 100T**

Sheet 15 of 16

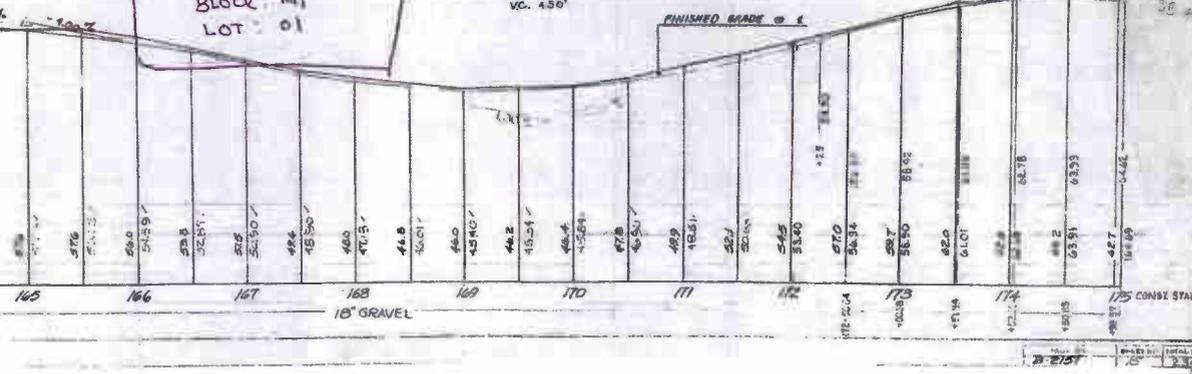
ITEM E02.201 DEMOLISHING BUILDINGS

**FREMONT TAX MAP**  
MAP: 2  
BLOCK: 141  
LOT: 01

**ADDRESS:**  
80 MAIN STREET.

PI 169+75  
EL 138.50  
VC 450'

PI 163+00  
EL 188.00  
VC 350'



ROBERT BARTLEY

**MAGNUSON**  
ROW TAKE = 0.12  
2023/84  
0.26 ACRES  
C & N MAGNUSON  
2003/85

CONSTRUCTION  
PI 180+14.87  
D = 40'-10" - 205' 14"  
T = 350'-00"  
L = 416.30'  
R = 984.98'

29 ACRES

MILDRED M. LADD  
STATE RELEASE  
2003/230

EQUATION  
C = 12.77



# Map 2, Block 141 Lot 1

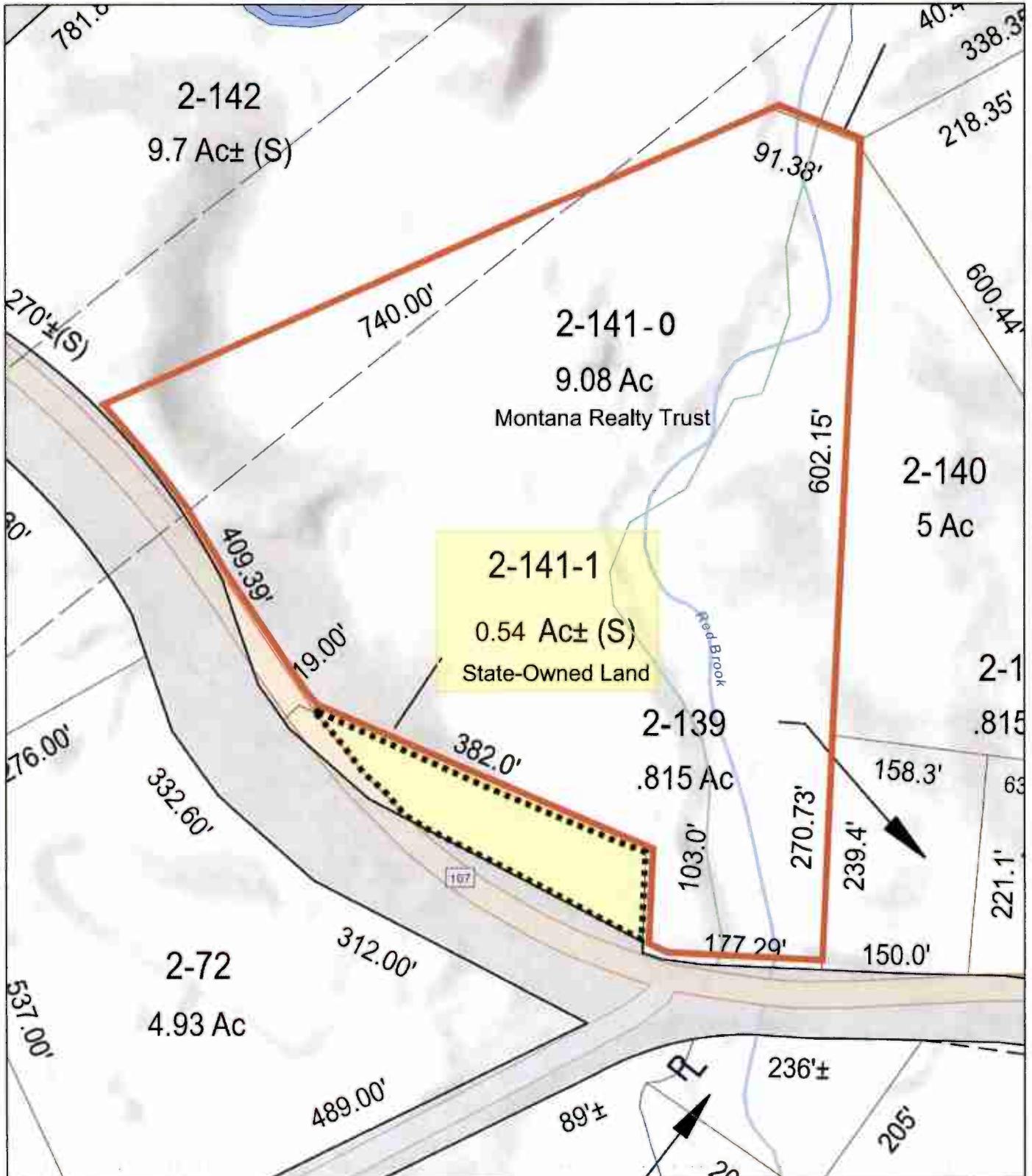
Town of Fremont, NH

1 inch = 138 Feet



www.cai-tech.com

April 8, 2025



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.