



10 - 6/3/26

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



**David Rodrigue, P.E.**  
**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  
May 7, 2026

**Requested Action**

Pursuant to RSA 4:39-c and 228:31, authorize the New Hampshire Department of Transportation (Department) to sell 0.42 ± acres of State-owned land situated on Pollard Road in the Town of Lincoln, County of Grafton. The sale will be directly to the Town of Lincoln (Buyer), which has agreed to purchase the land at the fair market value of \$97,000. 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 90% Federal funds and 10% Highway funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	<b>FY 2026</b> \$1,100
Federal Funds (Aid) 04-096-096-963515-3054-401771 (90% of \$97,000)	<b>FY 2026</b> \$87,300
Highway Fund 04-096-096-960015-0000-UUU-409279 (10% of \$97,000).	<b>FY 2026</b> \$9,700

**Explanation**

The Department received a request from the Town of Lincoln to acquire 0.42± acres of State-owned land located north of Pollard Road in the Town of Lincoln, County of Grafton; identified as Tax Map 113, Lot 45.1.

The subject parcel was acquired for the construction of Interstate Route 93 under the I-93-3(22)101 project completed in 1972. Parcel 1 is a remnant of five parcels acquired in 1961 from the Roman Catholic Bishop of Manchester by Warranty Deed in Book 966, Page 161, and recorded on

December 06, 1961, at the Grafton County Registry of Deeds. The Department has determined that the subject parcel is surplus to its 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 precedent to closing.
- The Buyer will receive the conveyance free of any explicit covenants, restrictions, or permissions regarding hunting, fishing, or 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, in accordance with 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 Grafton 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.

At the meeting of the Long-Range Capital Planning and Utilization Committee on September 29, 2025, the request (LRCP 25-032) was approved, authorizing the Department to proceed with the sale of 0.42± acres of State-owned land. The sale price is set at the market value of \$97,000, and the Department will assess an additional administrative fee of \$1,100 (\$500 of which has already been received).

Pursuant to RSA 4:39-c, the Department formally solicited interest from the Town of Lincoln, which is interested as it is the requesting Party. Additionally, the Department formally solicited interest from the New Hampshire Housing Finance Authority and received a letter of no interest.

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

Respectfully,



Dave Rodrigue, P.E.  
Commissioner

DMR/emb  
Attachments

**PURCHASE AND SALES AGREEMENT**

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the <sup>23</sup> day of MARCH, 2026, 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 the Town of Lincoln or their designee at closing (under common control), with a mailing address of 148 Main Street – PO Box 25, Lincoln, NH, 03251 (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 0.42 ± acres of vacant land located on the north side of Pollard Road in the Town of Lincoln, County of Grafton, State of New Hampshire (the "Property"). More particularly being a portion of the property acquired for the I 93-3(23)102, P-5604A Project, identified as Parcel 1 by Warranty Deed recorded on December 06, 1961, at the Grafton County Registry of Deeds in Book 966, Page 161.

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 easterly side of the Interstate 93 northbound lane, and northerly of Pollard Road in Lincoln, New Hampshire, consisting of 0.42 ± 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.

SELLER(S) INITIALS

ETS

BUYER(S) INITIALS

[Signature]

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 0.42 ± of an acre, as shown on **EXHIBIT 1: Lincoln – I 93 -3(23)102, P-5604-A** and **EXHIBIT 2: "Survey for the Town of Lincoln of Property Located on Pollard Road, Lincoln, NH"** prepared by Sabourn & Tower Surveying and Septic Design, PLLC..
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of **NINETY-SEVEN THOUSAND DOLLARS (\$97,000)** 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 **NINETY-SEVEN THOUSAND SIX HUNDRED DOLLARS (\$97,600)**.
- 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 Grafton 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.

SELLER(S) INITIALS

EW

BUYER(S) INITIALS

[Signature]

- 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, and the Federal Highway Administration (FHWA) 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 the Buyer, the Department and FHWA 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, the Department and FHWA, 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.

SELLER(S) INITIALS

EDS

BUYER(S) INITIALS

[Signature]

- 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 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

SELLER(S) INITIALS

Est,

BUYER(S) INITIALS

SA + SA

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.

SELLER(S) INITIALS ES,

BUYER(S) INITIALS [Signature]

- 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 require 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

SELLER(S) INITIALS

ELG

BUYER(S) INITIALS

SA, SA

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

SELLER(S) INITIALS 

BUYER(S) INITIALS 

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:** Lincoln – I 93 -3(23)102, P-5604-A

**EXHIBIT 2:** Survey for the Town of Lincoln of Property Located on Pollard Road, Lincoln, NH” prepared by Sabourn & Tower Surveying and Septic Design, PLLC.

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

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

**[The remainder of this page was left blank intentionally]**

SELLER(S) INITIALS

AS

BUYER(S) INITIALS

[Handwritten initials]

*Jamauffam*

**BUYERS:**

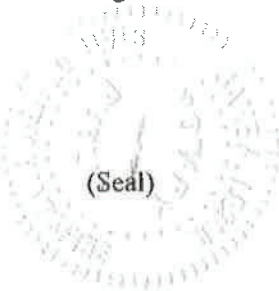
By: \_\_\_\_\_ Date: 3-24-26

Printed: Town of Lincoln  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

Signed or attested before me on the 24<sup>th</sup> day of MARCH, 2026.

*Jane A. Leslie*  
Justice of the Peace/Notary Public



(Seal)

JANE A. LESLIE, Notary Public  
My Commission Expires: \_\_\_\_\_ State of New Hampshire  
My Commission Expires May 3, 2028

**SELLER:**

STATE OF NEW HAMPSHIRE

By: *Eric G. Sargent* Date: 3-25-2026

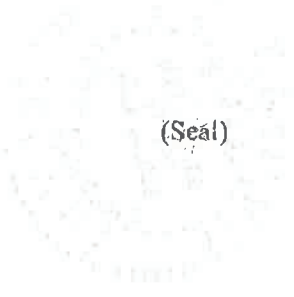
Printed: Eric G. Sargent  
Administrator, Bureau of Right-of-Way  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

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

Signed or attested before me on the 25 day of March, 2026.

*Shannon Donnelly*  
Justice of the Peace/Notary Public



(Seal)

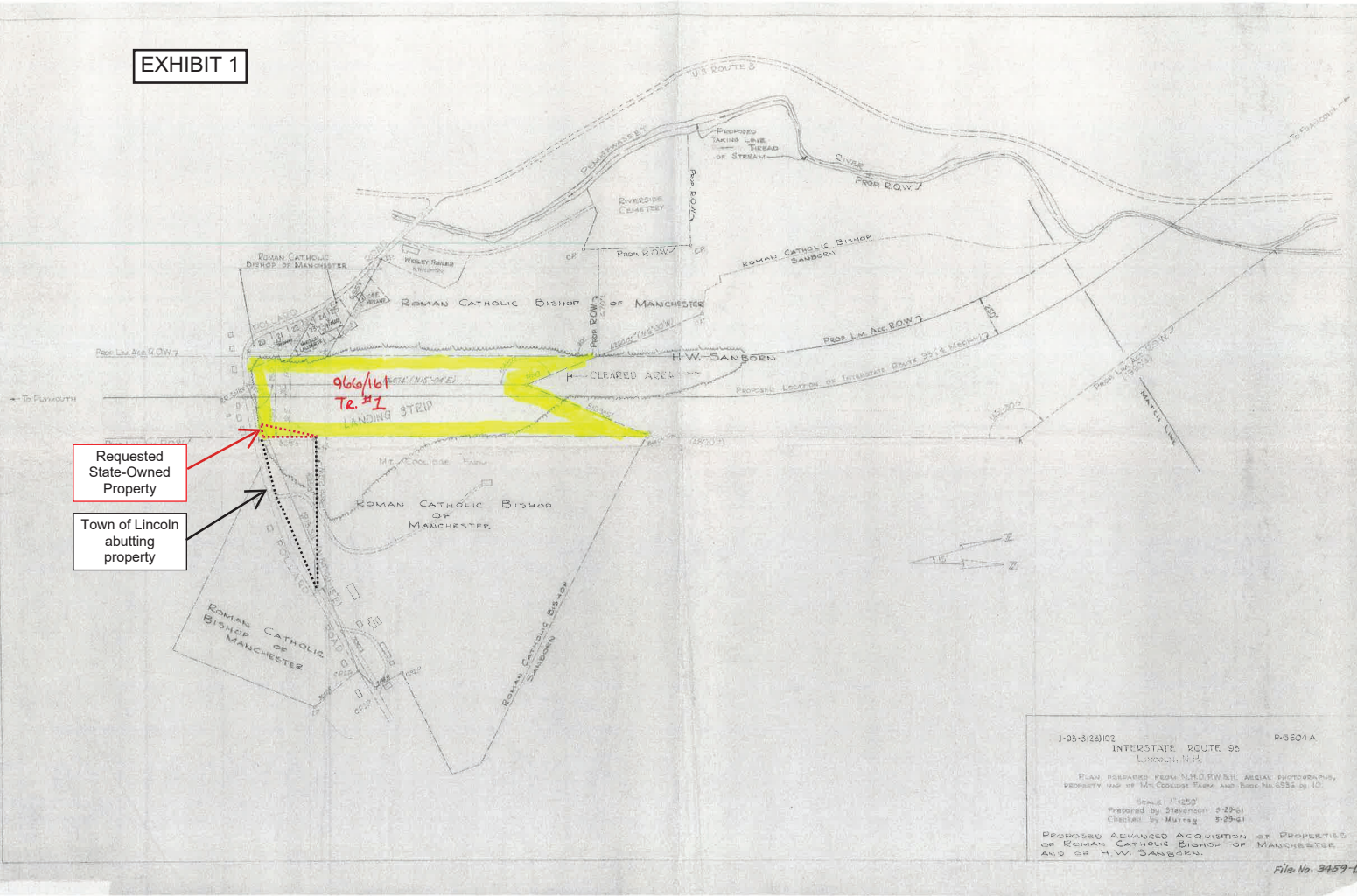
My Commission Expires: 7-14-26

SELLER(S) INITIALS EAS

BUYER(S) INITIALS *[Signature]*



EXHIBIT 1

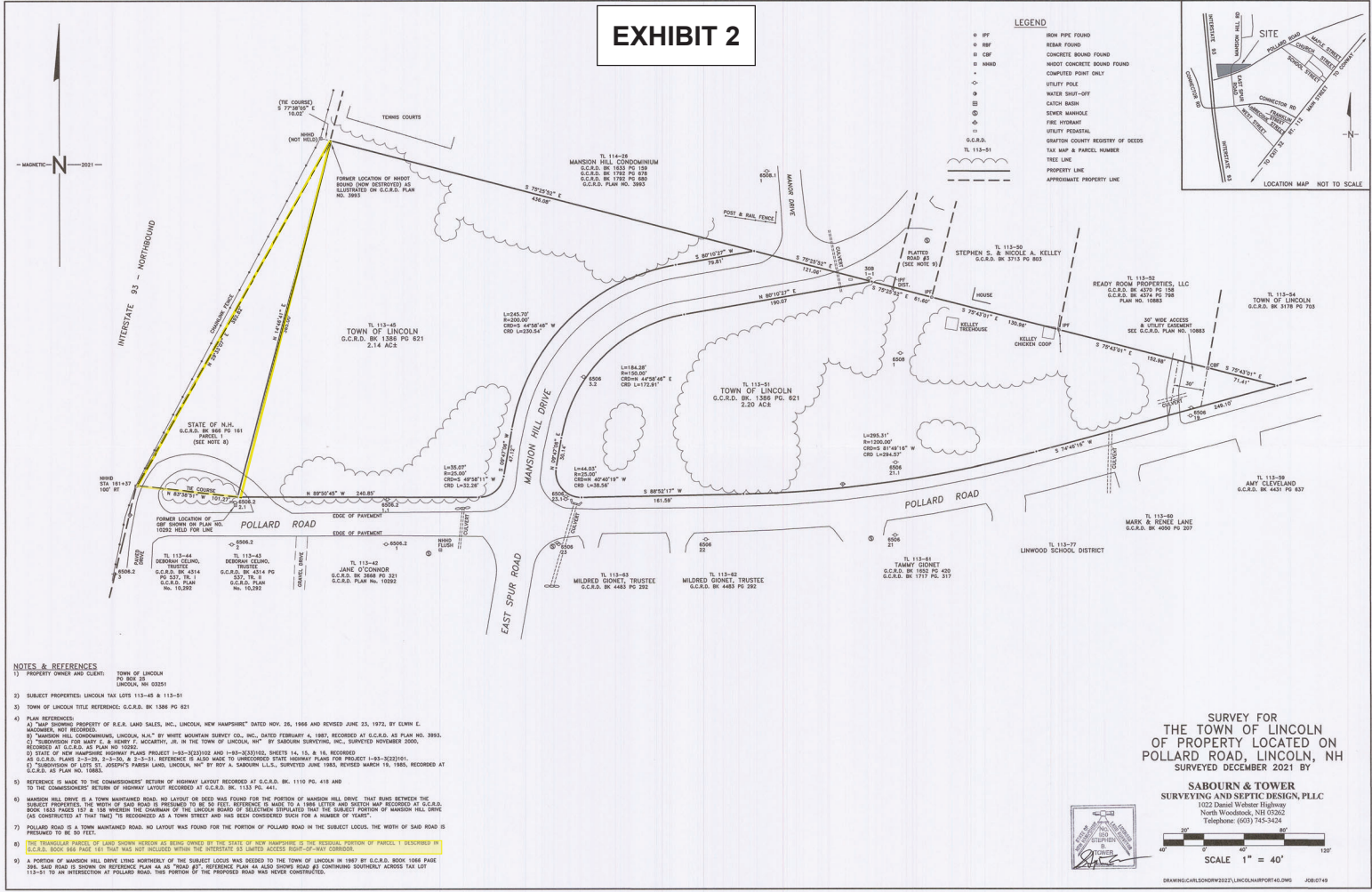


Requested State-Owned Property

Town of Lincoln abutting property

1-93-3/29/02 INTERSTATE ROUTE 95 P-5604A  
LINCOLN, N.H.  
PLAN PREPARED FROM M.H.D. RW&E AERIAL PHOTOGRAPHS,  
PROPERTY MAP OF Mt. COOLIDGE FARM AND Base No. 2334 of 10.  
SCALE 1"=250'  
Prepared by Stevenson 1-23-01  
Checked by Murray 1-23-01  
PROPOSED ADVANCED ACQUISITION OF PROPERTIES  
OF ROMAN CATHOLIC BISHOP OF MANCHESTER  
AND OF H.W. SANGREN.  
File No. 3457-D

# EXHIBIT 2



**NOTES & REFERENCES**

- PROPERTY OWNER AND CLIENT: TOWN OF LINCOLN, PO BOX 83, LINCOLN, NH 03251
- SUBJECT PROPERTIES: LINCOLN TAX LOTS 113-45 & 113-51
- TOWN OF LINCOLN TITLE REFERENCE: G.C.R.D. BK. 1388 PG 821
- PLAN REFERENCES:
  - NEW SHIMM PROPERTY OF R.E. LAND SALES, INC., LINCOLN, NEW HAMPSHIRE DATED NOV. 26, 1968 AND REVISED JUNE 23, 1972, BY EDWIN E. MCGOWEN, NOT RECORDED.
  - MANSON HILL CONDOMINIUM, LINCOLN, N.H. BY WHITE SANDS SURVEY CO., INC. DATED FEBRUARY 6, 1987, RECORDED AT G.C.R.D. AS PLAN NO. 3993.
  - SUBDIVISION FOR MARY E. B. HENRY E. MCCARTHY, JR. IN THE TOWN OF LINCOLN, NH BY SABOURN SURVEYING, INC., SURVEYED NOVEMBER 2000, RECORDED AT G.C.R.D. AS PLAN NO. 10292.
  - STATE OF NEW HAMPSHIRE HIGHWAY PLANS PROJECT 1-83-3232102 AND 1-83-3232103, SHEETS 14, 15, & 16, RECORDED AS G.C.R.D. PLANS 2-12-83, 2-12-83, & 2-12-83. REFERENCE IS ALSO MADE TO UNRECORDED STATE HIGHWAY PLANS FOR PROJECT 1-83-3232101.
  - SUBDIVISION OF LOTS 81, JOSEPH'S PARRISH LAND, LINCOLN, NH BY ROY A. SABOURN L.L.C., SURVEYED JUNE 1985, REVISED MARCH 19, 1985, RECORDED AT G.C.R.D. AS PLAN NO. 18853.
- REFERENCE IS MADE TO THE COMMISSIONER'S RETURN OF HIGHWAY LAYOUT RECORDED AT G.C.R.D. BK. 1110 PG. 419 AND TO THE COMMISSIONER'S RETURN OF HIGHWAY LAYOUT RECORDED AT G.C.R.D. BK. 1183 PG. 441.
- MANSON HILL DRIVE IS A TOWN MAINTAINED ROAD, NO LAYOUT OR DEED WAS FOUND FOR THE PORTION OF MANSON HILL DRIVE THAT LIES BETWEEN THE SUBJECT PROPERTIES. THE WIDTH OF SAID ROAD IS PRESUMED TO BE 50 FEET. REFERENCE IS MADE TO A 1988 LETTER AND SKETCH MAP RECORDED AT G.C.R.D. BOOK 1453 PAGE 157 & 158 WHEREIN THE CHAIRMAN OF THE LINCOLN BOARD OF SELECTMEN STIPULATED THAT THE SUBJECT PORTION OF MANSON HILL DRIVE WAS CONVEYED AT THAT TIME TO BE RECONVEYED AS A TOWN STREET AND WAS BEING CONSIDERED SUCH FOR A NUMBER OF YEARS.
- POLLARD ROAD IS A TOWN MAINTAINED ROAD, NO LAYOUT WAS FOUND FOR THE PORTION OF POLLARD ROAD IN THE SUBJECT LOCUS. THE WIDTH OF SAID ROAD IS PRESUMED TO BE 50 FEET.
- THE TRIANGULAR PARCEL OF LAND SHOWN HEREON AS BEING OWNED BY THE STATE OF NEW HAMPSHIRE IS THE RESERVE PORTION OF PARCEL 1 DESCRIBED IN G.C.R.D. BOOK 1066 PAGE 146 THAT WAS NOT INCLUDED WITHIN THE INTERESTS AS SHOWN ABOVE NON-OF-WAY CORRIDOR.
- A PORTION OF MANSON HILL DRIVE LYING NORTHERLY OF THE SUBJECT LOCUS WAS DEEDED TO THE TOWN OF LINCOLN IN 1987 BY G.C.R.D. BOOK 1066 PAGE 346. SAID ROAD IS SHOWN ON REFERENCE PLAN AS "ROAD #7". REFERENCE PLAN #4 ALSO SHOWS ROAD #7 CONTINUING SOUTHERLY ACROSS TAX LOT 113-51 TO AN INTERSECTION AT POLLARD ROAD. THIS PORTION OF THE PROPERTY ROAD WAS NEVER CONVEYED.

SURVEY FOR THE TOWN OF LINCOLN OF PROPERTY LOCATED ON POLLARD ROAD, LINCOLN, NH SURVEYED DECEMBER 2021 BY

**SABOURN & TOWER**  
 SURVEYING AND SEPTIC DESIGN, PLLC  
 1023 Daniel Webster Highway  
 North Woodstock, NH 03262  
 Telephone: (603) 743-3424

SCALE 1" = 40'

DRAWING: CALSONDORW2021/LINCOLNMAPFORT45.DWG JOB: 07-19

# EXHIBIT 3

## **N.H. Code Admin. R. Lan 503.09**

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

### Section Lan 503.09 – Plats

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

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

- (1) The municipality, date, scale, bar scale, and description or purpose of the plan;
- (2) The name and address of the company or individual which prepared the plat, or both, and the name and seal of the licensed land surveyor;
- (3) Owner of record with a mailing address, assessor's parcel number, and title reference;
- (4) Meridian arrow and origin with the date of observation or reference plat;
- (5) Vicinity map;
- (6) Bearing and horizontal distances on all pertinent property lines;
- (7) Curved boundary lines showing radius, delta, and length;
- (8) On non-tangent curves, a course and distance of the long chord shall be shown;
- (9) Irregular boundaries without curves, such as rivers or streams, or with curves which have no definable geometry, shall have sufficient information to mathematically close the plat;
- (10) Tie lines, when used, shall be noted that they are not property lines;
- (11) All monuments set or found, including monuments with tie lines on which establishment of the corners of the surveyed premises are dependent;
- (12) Monuments shall be described as to material, and the relation of the monument to the surveyed lines and/or corner;
- (13) Lines of possession where they affect the surveyed boundaries;
- (14) Abutters with title reference and assessor's parcel number;

- (15) Easement and right-of-way limits, references to easements and encumbrances of record, whether private or public and evidence of any unwritten interests observed, to the extent that they have a physical effect on the land;
- (16) Revision dates and purposes;
- (17) Legend, unless symbols are clearly identified within the plat;
- (18) Man-made structures pertinent to the purpose of the surveyed project;
- (19) Plats and data relevant to the survey;
- (20) Any record evidence of a cemetery or burial ground shall be duly noted on the plat unless such cemetery or burial ground is located on the plat;
- (21) The area of the subject tract or parcel, expressed in acres unless the area is less than 2 acres, in which case the area may be expressed in square feet;
- (22) If a boundary, easement, or right-of-way shown on the tract is an elevation, the referenced datum shall be noted on the plat along with at least one permanent benchmark with reference elevation;
- (23) All benchmarks shall be adequately described on topographic surveys or boundary surveys when property lines are defined by an elevation to enable it to be recovered at a later date;
- (24) A certification by the land surveyor stating the method and classification of the survey or the precision and accuracy attained; and
- (25) If coordinates of positions are shown the following shall also be included:
- a. The units of reported coordinates;
  - b. The horizontal datum and coordinate system of the horizontal coordinates;
  - c. Vertical datum of the vertical coordinates; and
  - d. Basis of bearings.

*N.H. Code Admin. R. Lan 503.09*

## NHDOT Surplus Land Plan Requirements

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

### **Locus / Vicinity Sketch**

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

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

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

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

### **Plan Notes**

Shall include at a minimum:

Plan intent note.

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

Plan orientation and metadata.

### **Reference Plans**

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

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

### **Legend**

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

Only elements depicted in the plan view may be included.

### **Revision Block**

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

### **Text**

All plans must include standard, non-inverted text.

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

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

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

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

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

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

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

Tie lines across project limits.

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

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

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

## **Mapping Standards**

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

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

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

Bearings should be labeled in a clockwise direction.

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

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

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

All distance measurements shall be expressed in US Survey Feet.

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

## **Existing Features**

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

## **Orientation**

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

## **Closure Reports**

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

## **Surveyor's Report**

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

## **Approvals**

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

## **Title Blocks**

Title of the Survey Plan.

Clearly state the type of survey.

Owner(s) of Record.

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

Client Information.

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

Property Location.

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

Municipal Tax Identification.

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

**Sheet Reference**

Sheet number and total number of sheets (e.g., "Sheet 1 of 3").

Match line references if the plan spans multiple sheets.

## Billings, Elizabeth

---

**From:** Andrew Cadorette <acadorette@nhhfa.org>  
**Sent:** Monday, July 28, 2025 10:46 AM  
**To:** Billings, Elizabeth  
**Cc:** Rhiannon Black  
**Subject:** Sale of State-Owned Land in Lincoln, Lincoln (I-93, 3 (33) 102, P5604C)  
**Attachments:** 0834\_001.pdf

**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!

---

Hello Elizabeth.

This email is to inform the New Hampshire Department of Transportation that New Hampshire Housing is not interested in purchasing the surplus land parcel referenced as:

- Sale of State-Owned Land in Lincoln, Lincoln (I-93, 3 (33) 102, P5604C)

Thank you for sharing this with us and your continued support.

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)

----- Warning: The information contained in this message may be confidential and protected from disclosure under applicable law. These materials are intended only for use of the intended recipient. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to this message and then delete it from your computer. All e-mail sent to this address will be received by the New Hampshire Housing Finance Authority e-mail system and is subject to archiving and review by someone other than the intended recipient such as technical support and/or management personnel. -----

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

**LRCP 25-032**

**STATE OF NEW HAMPSHIRE  
INTER-DEPARTMENT COMMUNICATION**

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

**DATE:** September 02, 2025

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

**SUBJECT:** **Sale of State-Owned Land in Lincoln  
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 0.42 +/- acres of State-owned land located on Pollard Road in the Town of Lincoln, County of Grafton. The proposed sale will be direct to the Town of Lincoln (Requestor) for \$97,000. In the event that the Requestor declines to move forward with the direct sale, it is further requested by the Department to list the subject parcel on the open market pursuant to RSA 228:31-b and Administrative Rule TRA 1000." 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 north of Pollard Road in the Town of Lincoln, County of Grafton. The subject parcel is identified as Tax Map 113, Lot 45.1, and is located within the Rural Residential zoning district.

The subject parcel is a remanent of five parcels acquired in 1961 from the Roman Catholic Bishop of Manchester under the Lincoln I 93-3(23)102 project. The five parcels were used for the construction of Interstate Route 93 under the I-93-3(322)101 project in 1972. The subject parcel is approximately 0.42 +/- acres and is located outside of the Limited Access Right of Way for Interstate 93. The Requestor would like to acquire the subject parcel to assemble the land with their abutting parcel containing a newly constructed police station.

After a Department review, it was determined that the subject parcel is surplus to the Department's operational needs, and available for disposal. This parcel will be subject to 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 under RSA 478:1-a, in the Grafton 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(s).

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

A Staff Appraiser from the Department evaluated the subject property and concluded it does have an independent highest and best use. They then prepared a market value appraisal using the sales comparison approach that adheres to the Right of Way Manual requirements and the Uniform Standards of Professional Appraisal Practice. The subject property's market value as of July 1, 2025, was concluded to be \$97,000.

In accordance with New Hampshire Administrative Rules, chapter Tra 1000, "Process for Marketing and Sale of State-Owned Property Utilizing Real Estate Professionals," and Chapter Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 1 (Carroll, Coos, and Grafton County) will be sent a request to submit a market analysis for the subject property. The selected realtor shall receive a real estate commission based on the breakdown listed below.

- 4% from \$1,000,001.00 to \$2,000,000.00
- 5% from \$500,001.00 to \$1,000,000.00
- 6% of the first \$500,000.00

Pursuant to RSA 4:39-c, the Department has solicited interest from the Town of Lincoln (Requester), and they would like to proceed, pending Town voters' approval.

Pursuant to RSA 204-D:2, the Department has also solicited interest from the New Hampshire Housing Finance Authority, and they are not interested.

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

EGS/EMB

Attachments

GIS Map

Survey Provided by Requester

Project Plan

GIS Abutters Map