



The State of New Hampshire
Department of Transportation

16 - 9/2/26



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, 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
August 14, 2026

Requested Action

Pursuant to RSA 4:39-c, authorize the Bureau of Right-of-Way (Bureau) to grant an access point through the controlled access right-of-way (CAROW) to a parcel of land having a physical address of 1419 Greenland Road located on the easterly side of Route 33 (Greenland Road) in the Town of Greenland, County of Rockingham. The sale will be made directly to Wakefield Investments Inc. by its designee (Atlantic Tower, LLC) (Buyer) at the fair market value of \$132,800, and the Bureau will assess an administrative fee of \$1,100.00, effective upon Governor and Executive Council approval.

The access point 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 80% Federal Aid Funds and 20% Highway Funds.

04-096-096-960015-0000-UUU-402156	FY 2027
Administrative Fee	\$1,100
04-096-096-963515-3054-401771	FY 2027
Federal Aid Funds	\$106,240
(80% of \$132,800)	
04-096-096-960015-0000-UUU-409279	FY 2027
Highway Funds	\$26,560
(20% of \$132,800)	
Total	\$133,900

Explanation

The Bureau received a request from the Buyer(s) to acquire an access point through the controlled access right-of-way (CAROW) on the easterly side of Route 33 (Greenland Road) in the Town of Greenland, County of Rockingham. The CAROW was established through the Commissioners' Return of Highway Layout dated January 18, 1957, for the Greenland-Portsmouth Project F 018-2(4), P-2977, and being a portion of the conveyance from Elery G. & Bessie W. Smith by Warranty Deed recorded February 21, 1957, in Book 1424, Page 007 at the Rockingham County Registry of Deeds, and as further recorded on April 14, 1966, in Book 1823, Page 519, on June 10, 1966, at said Registry. More

particularly being an access point to a portion of the Property identified as Tax Map R-21, Lot 46 in the Greenland tax records with a physical address of 1419 Greenland Road, Greenland.

The access point was reviewed by the Department of Transportation and determined to be surplus to our operational needs and interests. The sale will include 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 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.
- The Buyer shall be responsible for obtaining a driveway permit from NHDOT District 6.
- If any proposed construction or alteration of structures or temporary equipment on this property exceeds 100 feet above ground level, then the proponent will need to provide notice to the Federal Aviation Administration (FAA) via <https://oeaaa.faa.gov/oeaaa/external/portal.jsp> and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to the FAA must be made at least 45 business days before initiating construction. The proponent should be made aware of this federal requirement under the US Code of Federal Regulations, Title 14, Part 77.9. The Buyer is required to apply for a driveway permit through the District 6 office to construct the intersection of Frye Road and NH Route 111 and to follow the guidelines of the driveway permitting process.
- Use of access is to be limited to the cell tower or similar use with very minimal traffic generation.
- The driveway will be restricted to right in, right out only.

At the meeting of the Long-Range Capital Planning and Utilization Committee on June 1, 2026, the request (LRCP 26-016) was approved, authorizing the Bureau to proceed with granting this access point to Wakefield Investments Inc. through their designee (Atlantic Tower, LLC). The price is set at the contributory fair market value of \$132,800, and the Bureau will assess an additional administrative fee of \$1,100 (\$500 of which was previously received).

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

Respectfully,

A handwritten signature in blue ink, appearing to read 'David M. Rodrigue', with a long horizontal flourish extending to the right.

David M. Rodrigue, P.E.
Commissioner

DMR/eem

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 23rd day of July, 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 Wakefield Investments Inc., a foreign profit corporation or their designee (Atlantic Tower, LLC) at closing, with a principal address of 6 Kimball Lane, S110, Lynnfield, Massachusetts 01940 (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 one (1) access point located within the Controlled Access Right-of-Way ("CAROW") on the easterly side of Route 33 (Greenland Road), in the Town of Greenland, County of Rockingham, as now traveled; established through the Commissioners' Return of Highway Layout dated January 18, 1957, for the Greenland-Portsmouth Project F 018-2(4), P-2977, and being a portion of the conveyance from Elery G. & Bessie W. Smith by Warranty Deed recorded February 21, 1957, in Book 1424, Page 007 at the Rockingham County Registry of Deeds, and as further recorded on April 14, 1966, in Book 1823, Page 519, on June 10, 1966, at said Registry (the "Property"). More particularly being an access point to a portion of the Property identified as Tax Map R-21, Lot 46 in the Greenland tax records.

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

- I. The Department has sovereign authority of access control along the CAROW on the easterly side of NH Route 33, also known as Greenland Road, Town of Greenland, New Hampshire.
- II. The Department is divesting one (1) access point in the established CAROW, as it has been deemed surplus to the Department's operational needs.
- III. The Buyer is afforded the ability to acquire the access point 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 one (1) access point 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

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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, one (1) access point, as shown on **EXHIBIT 1:** Greenland-Portsmouth F-018-2(4), P-2977, Sheet #11 and **EXHIBIT 2:** Town of Greenland Tax Map R-21 Lot 46 as demonstrated.
- 1.2. **Purchase Price:** The Buyer shall acquire an access point for the sum of ONE HUNDRED THIRTY-TWO THOUSAND, EIGHT HUNDRED DOLLARS (\$132,800) 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 ONE HUNDRED THIRTY-THREE THOUSAND, FOUR HUNDRED DOLLARS (\$133,400).
- 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 access point to the Buyer.
- 1.4. **Conditions of sale:** The access point 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 June 1, 2026, item (LRCP 26-016) and pending the Governor and Executive Council's approval. The following sale conditions must be satisfied prior to closing.
 - 1.4.1 The Buyer shall be responsible for obtaining any and all local and State land use approvals included but not limited to subdivision approval precedent to the closing.
 - 1.4.2 If any proposed construction or alteration of structures or temporary equipment on this property will exceed 100± feet above ground level, then the proponent will need to provide notice to the Federal Aviation Administration (FAA) via <https://oecaaa.faa.gov/oecaaa/external/portal.jsp> and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under US Code of Federal Regulations Title 14 Part 77.9). The Buyer is required to apply for a driveway permit, through the District 6 office, to construct the intersection of Frye Road and NH Route 111, and is required to follow the guidelines of the driveway permitting process.
 - 1.4.3 Use of access is to be limited to the cell tower or similar use with very minimal traffic generation.

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1.4.4 The driveway will be restricted to right in, right out only.

1.4.5 The buyer is required to obtain a driveway permit from NHDOT District 6

- 1.5. **Indemnification:** 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 and 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 an Access Deed. The Department shall prepare all deeds at its expense. The Buyer shall record the Deed at their expense and provide a copy of the recorded Deed to the Department.
- 1.8. **Transfer Taxes and Recording Fees:** Pursuant to the New Hampshire State Law RSA 78-B:2, the Department is exempt from the Real Estate Transfer Tax.

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- 1.9. **Department's Disclosures:** The Department makes no warranties or representations regarding environmental contamination or sub-surface conditions at the 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 access point in the C.A.R.O.W. was stated herein, 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

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instrument, to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound, or constitutes a default there under.

- 3.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Buyer, except such as have been duly obtained or made or disclosed in this Agreement.
- 3.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Buyer, wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Buyer of its obligations hereunder or the performance by the Buyer of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Buyer in connection with the transactions contemplated hereby.

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

- 4.1 The Department has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance of this Agreement subject to the Department seeking and obtaining final approval by the Governor and Executive Council in accordance with RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon approval by the Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.
- 4.2 Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.
- 4.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.

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

5 **GENERAL PROVISIONS**

- 5.1 **Cooperation:** The Buyer and the Department agree to cooperate with each other to achieve the purposes of this Agreement and, in connection therewith, to take such further actions and to execute such further documents as may reasonably be requested by the Department, the Buyer, or their representatives, agents, and consultants.
- 5.2 **Entire Agreement; Amendments.** This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter herein and supersedes all prior agreements and understandings between the Parties. This Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the Parties hereto or by the Party against which enforcement is sought. Any change, modification, or amendment that requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.
- 5.3 **Binding Effect; Successors and Assignors.** The terms and provisions of this Agreement and the respective rights and obligations of the Parties hereunder shall be binding upon, and inure to the benefit of, their respective heirs, successors, assigns, and nominees.
- 5.4 **Headings.** The headings to the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not modify, define, limit, or expand the express provisions of this Agreement.
- 5.5 **Exhibits.** All exhibits referred to in this Agreement are hereby incorporated by reference and expressly made a part hereof.
- 5.6 **Governing Law.** This Agreement shall in all respects be governed by, and construed and enforced by, the laws of the State of New Hampshire.
- 5.7 **Enforceability.** Any provision of this Agreement that is determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective to the

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

- 5.8 **Consent to Jurisdiction and Venue.** The Department and the Buyer submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Merrimack County Superior Court. Both Parties hereby waive their right to a jury trial.
- 5.9 **Independent Parties.** The Department and the Buyer are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between any of them or among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.
- 5.10 **Survival of Agreement.** The agreements, covenants, and representations contained herein shall survive the execution and delivery of this Agreement.
- 5.11 **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 5.12 **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 5.13 **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may have for the collection of real 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

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under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.

- 5.16 **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyer or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable governmental subdivisions, Boards, Committees, Commissions, or agencies, including but not limited to the requirement that the agreement is to be approved by the Governor and Executive Council under RSA 4:39-c before the Department being required and/or authorized to convey the 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: Greenland-Portsmouth F-018-2(4), P-2977, Sheet #11

EXHIBIT 2: Town of Greenland, Tax Map R-21, Lot 46

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BUYERS:

**Atlantic Tower LLC, as Designee for
Wakefield Investments Inc.**

By: [Signature]
Printed: Stephen Kelleher, Manager
Duly Authorized

Date: 6-29-2026

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Norfolk

Signed or attested before me, Stephen Kelleher, Manager of Atlantic Tower LLC, as assigned
designee for Wakefield Investments Inc., being duly authorized so to do, on the 29th day of
June, 2026 before me;

(Seal)  **ROBERT G. HAYES**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 21, 2029

[Signature]
Justice of the Peace/Notary Public

My Commission Expires: 12/21/29

SELLER:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

By: [Signature] Date: 7-23-2026

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

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 23rd day of July, 2026, before me Emily E. Miller the
undersigned officer, personally appeared, Eric G. Sargent, Administrator, of the Bureau of Right-
of-Way, being duly authorized so to do, executed the foregoing instrument for the purposes
therein contained, by signing on behalf of the State of New Hampshire, Department of
Transportation.



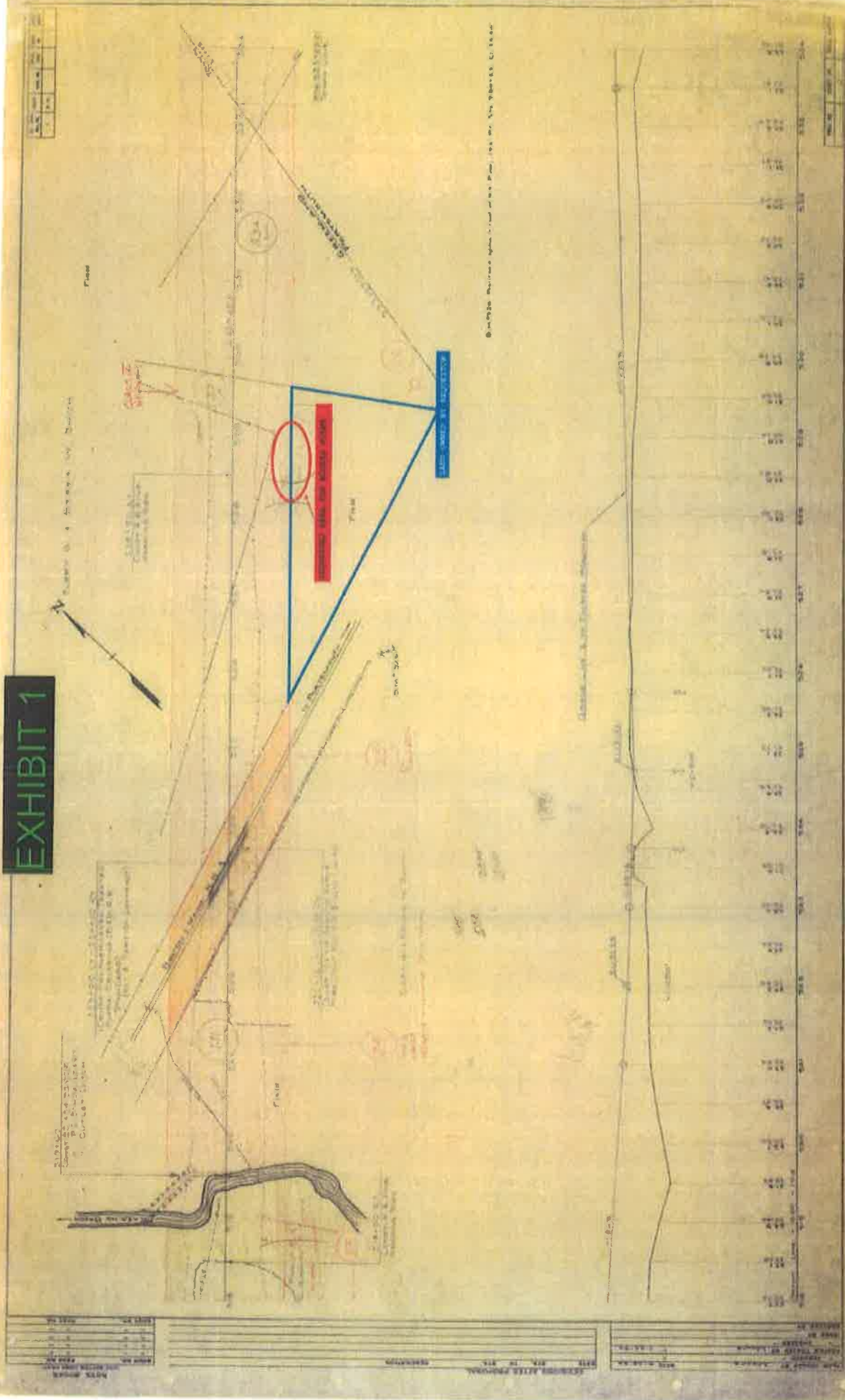
[Signature]
Justice of the Peace/Notary Public

My Commission Expires: March 13, 2029

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature]

EXHIBIT 1





Atlantic Towers LLC Request

Town of Greenland, NH

1 inch = 138 Feet

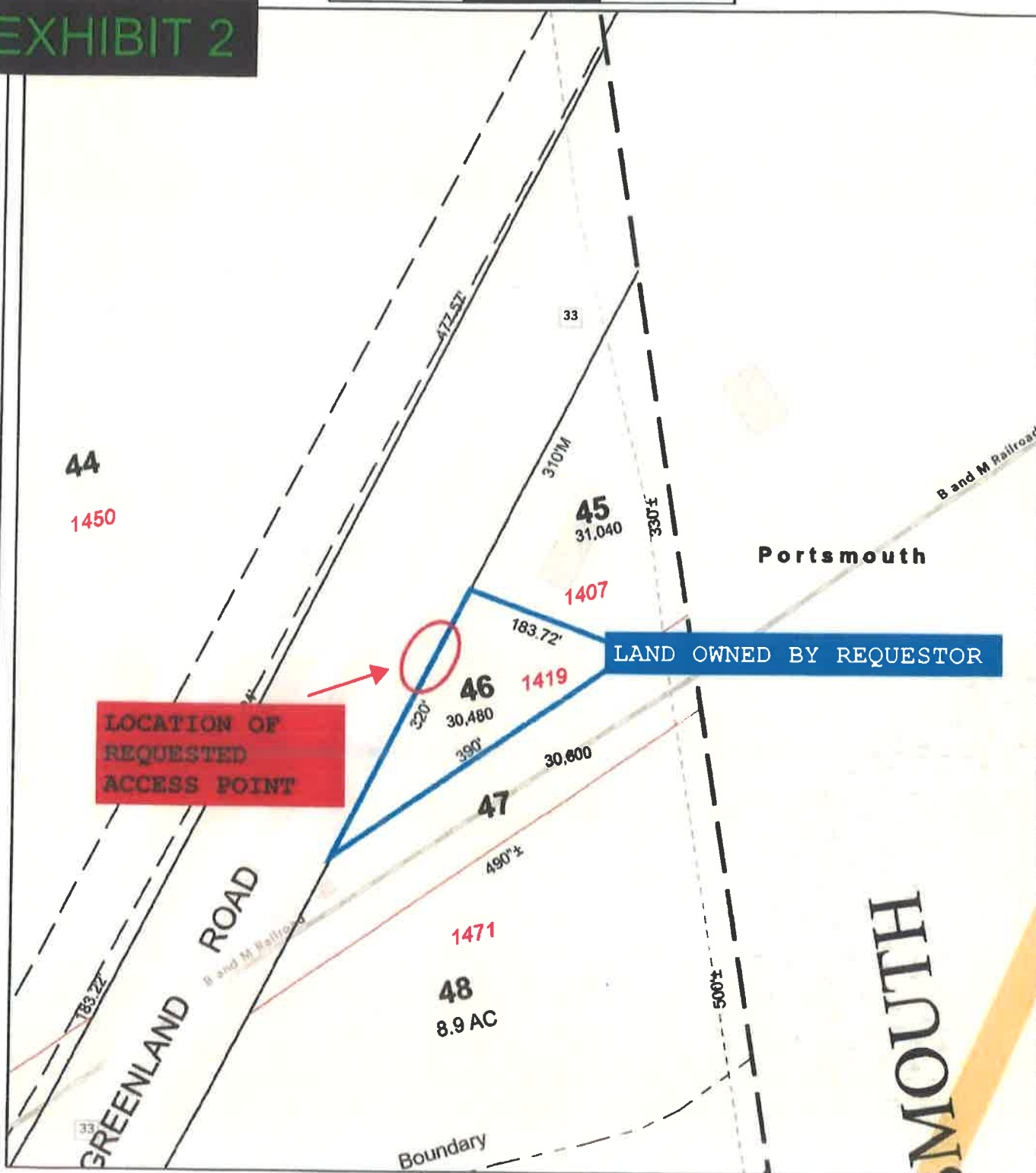


www.cai-tech.com

March 24, 2025



EXHIBIT 2



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

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

FROM: ^{EAS} Eric G. Sargent
Administrator

DATE: May 11, 2026

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

SUBJECT: Access Point in Town of Greenland
RSA 4:39-c

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

REQUESTED ACTION

The New Hampshire Department of Transportation (Department), under RSA 4:39-c, requests authorization to grant a twelve-foot access point through the Controlled Access Right of Way (CAROW) on the easterly side of NH Route 33/Greenland Road to a parcel owned by the Requestor situated between NH Route 33 and the Boston & Maine Railroad in the Town of Greenland, County of Rockingham. The sale will be direct to Wakefield Investments Inc., their designee being Atlantic Tower, LLC (Requestor) for a value of \$132,800. The Department will additionally 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 Requestor, as referenced above. The Requestor owns a certain parcel of land identified in the Greenland Tax Records as Tax Map R-21, Lot 46 and would like to acquire an access point through NH Route 33 CAROW to the parcel. The CAROW was acquired under the Commissioners' Return of Highway Layout dated January 18, 1957, for the Greenland-Portsmouth Project F 018-2(4), P-2977. Also, see conveyance from Elery G. & Bessie W. Smith by Warranty Deed recorded February 21, 1957, in Book 1424, Page 007 at the Rockingham County Registry of Deeds, and as further revised on April 14, 1966, and recorded in Book 1823, Page 519, on June 10, 1966, at said Registry. The Return of Highway Layout granted two (2) points of access on the South to Elery G. & Bessie W. Smith, as well as awarding damages of \$6,510.00. Both access points have been utilized, and no other access points were made available to this parcel in the Return of Highway Layout.

After a Departmental review, it was determined that granting this access point is surplus to the Department's operational needs and available for disposal. This access point will be conveyed with the following conditions:

- If any proposed construction or alteration of structures or temporary equipment on this property will exceed 100± feet above ground level, then the proponent will need to provide notice to the Federal Aviation Administration (FAA)

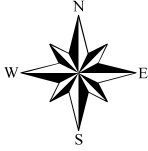
via <https://ocaaa.faa.gov/ocaaa/external/portal.jsp> and no construction can be initiated until the FAA has issued a determination letter about the proposal. Notification to FAA is to be a minimum of 45 business days before initiating construction. The proponent should be made aware of this federal requirement under US Code of Federal Regulations Title 14 Part 77.9). The Buyer is required to apply for a driveway permit, through the District 6 office, to construct the intersection of Frye Road and NH Route 111, and is required to follow the guidelines of the driveway permitting process.

- Use of access is to be limited to the cell tower or similar use with very minimal traffic generation.
- The driveway will be restricted to right in, right out.

A Staff Appraiser from the Department evaluated the 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 requirements of the Right of Way Manual and the Uniform Standards of Professional Appraisal Practice. The contributory value as of October 20, 2025, was determined to be \$132,800.

The Department respectfully requests authorization to grant this access point as outlined above.

EGS/EEA
Attachments



Atlantic Towers LLC Request

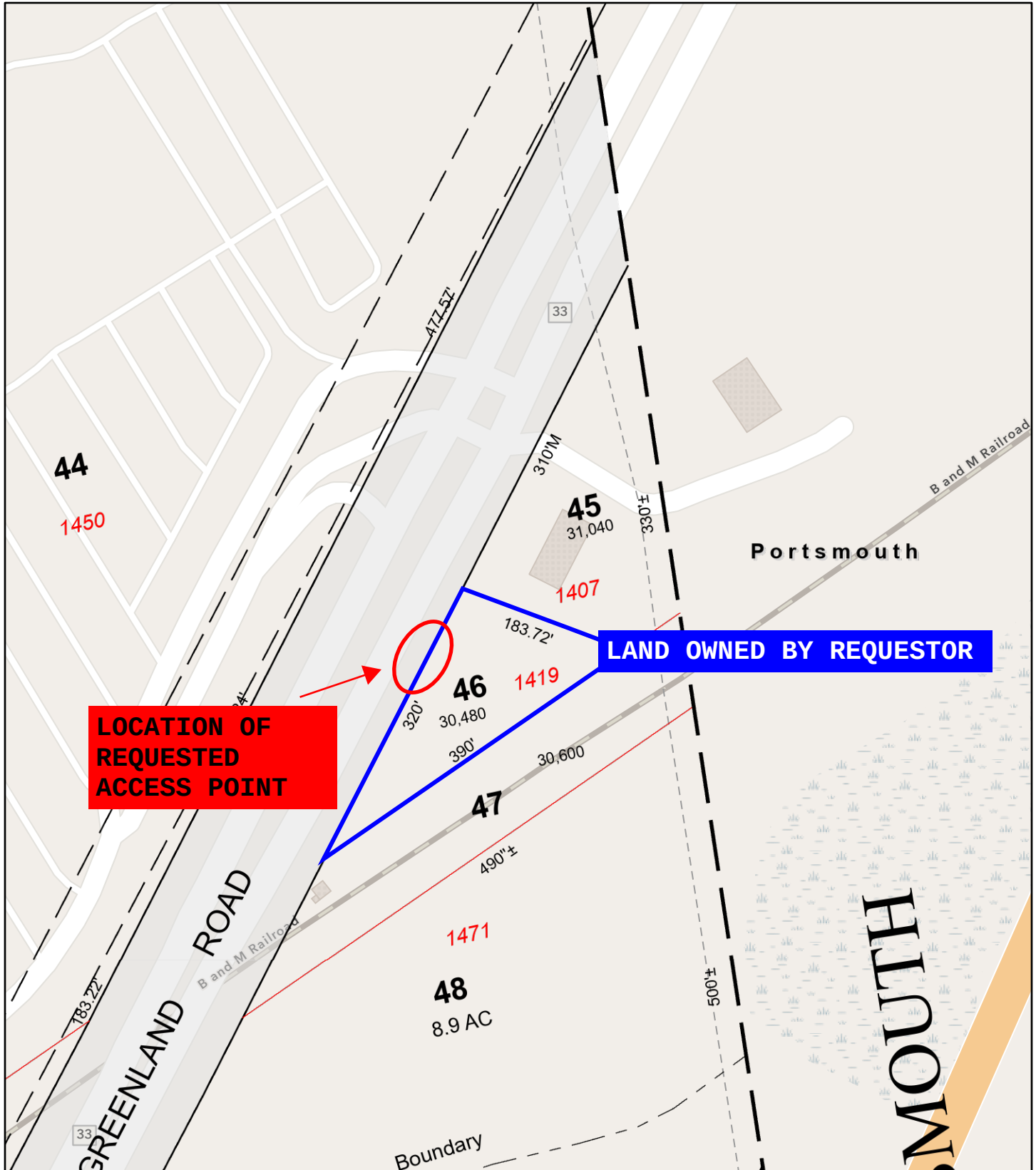
Town of Greenland, NH

1 inch = 138 Feet



www.cai-tech.com

March 24, 2025



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