



The State of New Hampshire
Department of Transportation



David M. 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 11, 2026

Requested Action

Pursuant to RSA 4:39-c and 228:31, authorize the Bureau of Right-of-Way (Bureau) to sell 0.30 ± acres of State-owned land situated on the easterly side of NH Route 103 in the Town of Warner, County of Merrimack. The sale will be directly to the Friends of the Concord-Lake Sunapee Rail Trail (Buyer), who have agreed to purchase the land at fair market value for \$10,000. The Bureau 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 50% Federal funds and 50% Highway funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	FY 2027
Administrative Fee	\$1,100
04-096-096-963515-3054-401771	FY 2027
Federal Funds (Aid)	\$5,000
(50% of \$10,000)	
04-096-096-960015-0000-UUU-409279	FY 2027
Highway Fund	\$5,000
(50% of \$10,000)	
TOTAL CREDIT	\$11,100

Explanation

The Bureau received a request from the Friends of the Concord-Lake Sunapee Rail Trail to acquire 0.30 ± acres of State-owned land located on the easterly side of NH Route 103 in the Town of Warner, County of Merrimack; identified as Tax Map 28, Lot 33. This parcel was acquired for the Warner, F-243(8), P2120 project.

Parcel 31 is a portion of a larger parcel acquired in 1953 from Myrtie (Revoir) Astles, by Warranty Deed, in Book 735, Page 160, and recorded on June 30, 1953, at the Merrimack County Registry of Deeds.

The Bureau of Right of Way has deemed the sale of this parcel to be surplus to our operational needs and it is 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 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 Department will retain a drainage easement for future maintenance and repair.
- 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 Merrimack County Registry of Deeds, from which the Department will prepare the conveyance deed. The Buyer will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel(s).

At the meeting of the Long-Range Capital Planning and Utilization Committee on March 16, 2026, the request LRCP 26-007 was approved, authorizing the Bureau to proceed with the sale of 0.30 ± acres of State-owned land. The sale price is set at the market value of \$10,000 and the Bureau will assess an additional administrative fee of \$1,100 (\$500 of which was previously received).

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.

Pursuant to RSA 4:39-c, the Bureau formally solicited interest from the Town of Warner who have no interest.

Additionally, the Bureau formally solicited interest from the New Hampshire Housing Finance Authority, and received a letter of no interest.

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

Respectfully,



David M. Rodrigue, P.E.
Commissioner

DMR/EMB

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 17 day of April, 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 Friends of the Concord-Lake Sunapee Rail Trail, a domestic non-profit corporation, or their designee at closing (under common control), with a mailing address of PO Box 610 Warner, NH 03278 (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 $0.30 \pm$ of an acre of vacant land located on the easterly side of NH Route 103 in the Town of Warner, County of Merrimack, New Hampshire (the "Property"). More particularly being a portion of the Property described in the Warranty Deed recorded on June 30, 1953, at the Merrimack County Registry of Deeds in Book 735, Page 160.

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 NH Route 103, Warner, New Hampshire, consisting of $0.30 \pm$ 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

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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 0.30± of an acre, as shown on **EXHIBIT 1:** Warner, F-243(8), P2120 sheet # 13 and **EXHIBIT 2:** Warner Tax Map 28 Lot 33.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of TEN THOUSAND DOLLARS (\$10,000) 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 TEN THOUSAND SIX HUNDRED DOLLARS (\$10,600).
- 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 (LRCP-26-007) on March 16, 2026, 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 Merrimack County Registry of Deeds. Upon request, the buyer shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.
 - 1.4.2 The Buyer shall be responsible for obtaining all local and state land use approvals precedent to the closing.

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1.4.3 The Department will be accepting and reserving an easement for future drainage needs.

- 1.5. **Access to Property:** The Department hereby grants authorization to the Buyer, its employees, representatives, consultants, and agents to enter the Property to complete due diligence and for all other purposes necessary to carry out the terms of this Agreement. All times and dates for such access shall require prior approval by the Department, and such approval will not be unreasonably withheld.

The Department and the Buyer shall coordinate all access to the Property by third parties working on behalf of the Buyer as part of the Buyer's due diligence.

The Buyer shall indemnify, defend, and hold harmless the Department from and against all claims, actions, damages, or losses arising out of the Buyer's activities under this paragraph during its inspection and subsequent tasks related thereto which are caused solely by the Buyer's negligence. The Buyer shall require all contractors who are retained to complete due diligence or for any other purpose necessary to carry out the terms of this Agreement, and who will need to access the Property, to obtain a certificate of insurance for \$2 million aggregate, \$1 million per occurrence naming the Department as an additional insured. The Buyer shall also require any such contractors to execute the Buyer's standard indemnification form naming both the Buyer and the Department as indemnified parties. The standard indemnification form shall be as follows unless written approval of a requested change is granted by both the Department and Buyer:

"The contractor agrees to indemnify, defend, and save harmless the Buyer and the Department, their officials, officers, agents, and employees from any claims and losses accruing or resulting to any contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. This indemnification shall survive the expiration or early termination of this contract."

- 1.6. **Closing:** The Parties agree that the Closing shall occur within **one hundred eighty (180) days** after final approval of the sale by the Governor and Executive Council unless otherwise mutually agreed by the Parties.
- 1.7. **Deed Preparation; Recording Fees:** The Department shall convey the Property by Quitclaim Deed. The Department shall prepare all deeds at its expense.

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- 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 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

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regulation applicable to the Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound, or constitutes a default there under.

3.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Buyer, except such as have been duly obtained or made or disclosed in this Agreement.

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

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

4.1 The Department has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance of this Agreement subject to the Department seeking and obtaining final approval by the Governor and Executive Council in accordance with RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon approval by the Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.

4.2 Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.

4.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental

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Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.

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

5 GENERAL PROVISIONS

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

- 5.7 **Enforceability.** Any provision of this Agreement that is determined to be illegal or unenforceable by a court of competent jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 5.8 **Consent to Jurisdiction and Venue.** The Department and the Buyer submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this Agreement or any related agreement. All legal actions taken by the Parties shall be commenced in Merrimack County Superior Court. Both Parties hereby waive their right to a jury trial.
- 5.9 **Independent Parties.** The Department and the Buyer are independent parties under this Agreement, and nothing in this Agreement shall be deemed or construed for any purpose to establish between any of them or among them a relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.
- 5.10 **Survival of Agreement.** The agreements, covenants, and representations contained herein shall survive the execution and delivery of this Agreement.
- 5.11 **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 5.12 **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 5.13 **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may have for the collection of real property taxes under the law unless expressly set forth herein.
- 5.14 **Time of the Essence.** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 5.15 **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or

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request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.

- 5.16 **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyer or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable governmental subdivisions, Boards, Committees, Commissions, or agencies, including but not limited to the requirement that the agreement is to be approved by the Governor and Executive Council under RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyer.
- 5.17 **Warranties and Representations:** The Department and the Buyer each acknowledge that they have not been influenced to enter this transaction or relied upon any warranties or representations not specifically set forth or incorporated into this Agreement.
- 5.18 **Severability Clause:** In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

LIST OF EXHIBITS

EXHIBIT 1: Warner, F-243(8), P2120 sheet # 13

EXHIBIT 2: Warner Tax Map 28 Lot 33

EXHIBIT 3: New Hampshire Code of Administrative Rules 503.09

EXHIBIT 4: NHDOT Surplus Land Plan Requirements

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BUYER:

Friends of the Concord-Lake Sunapee
Rail Trail

By: Timothy Blagden

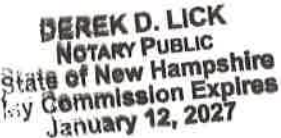
Date: 4/14/2026

Printed: Timothy Blagden – President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Signed or attested before me on the 14th day of April, 2026

[Signature]
Justice of the Peace/Notary Public

(Seal) 

My Commission Expires: 1/12/27

By: James L. Sherman

Date: APRIL 15, 2026

Printed: James Sherman - Treasurer
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Signed or attested before me on the 15th day of April, 2026

[Signature]
Justice of the Peace/Notary Public



My Commission Expires: 1/12/27

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SELLER:

STATE OF NEW HAMPSHIRE

By: _____

Date: _____

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 APRIL, 2026

(Seal)



Elison Billings
Justice of the Peace/Notary Public

My Commission Expires: 4/9/2030

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FED. ROAD DIV. NO.	STATE	PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
1	N.H.			1	

MAY 22 1953

INDEX OF SHEETS

SHEET NO.	TITLE PAGE
1	TYPICAL SECTION OF IMPROVEMENT
2	SUMMARY

STATE OF NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

PLANS OF PROPOSED F.A.PRIMARY PROJECT NO. F 243(8)

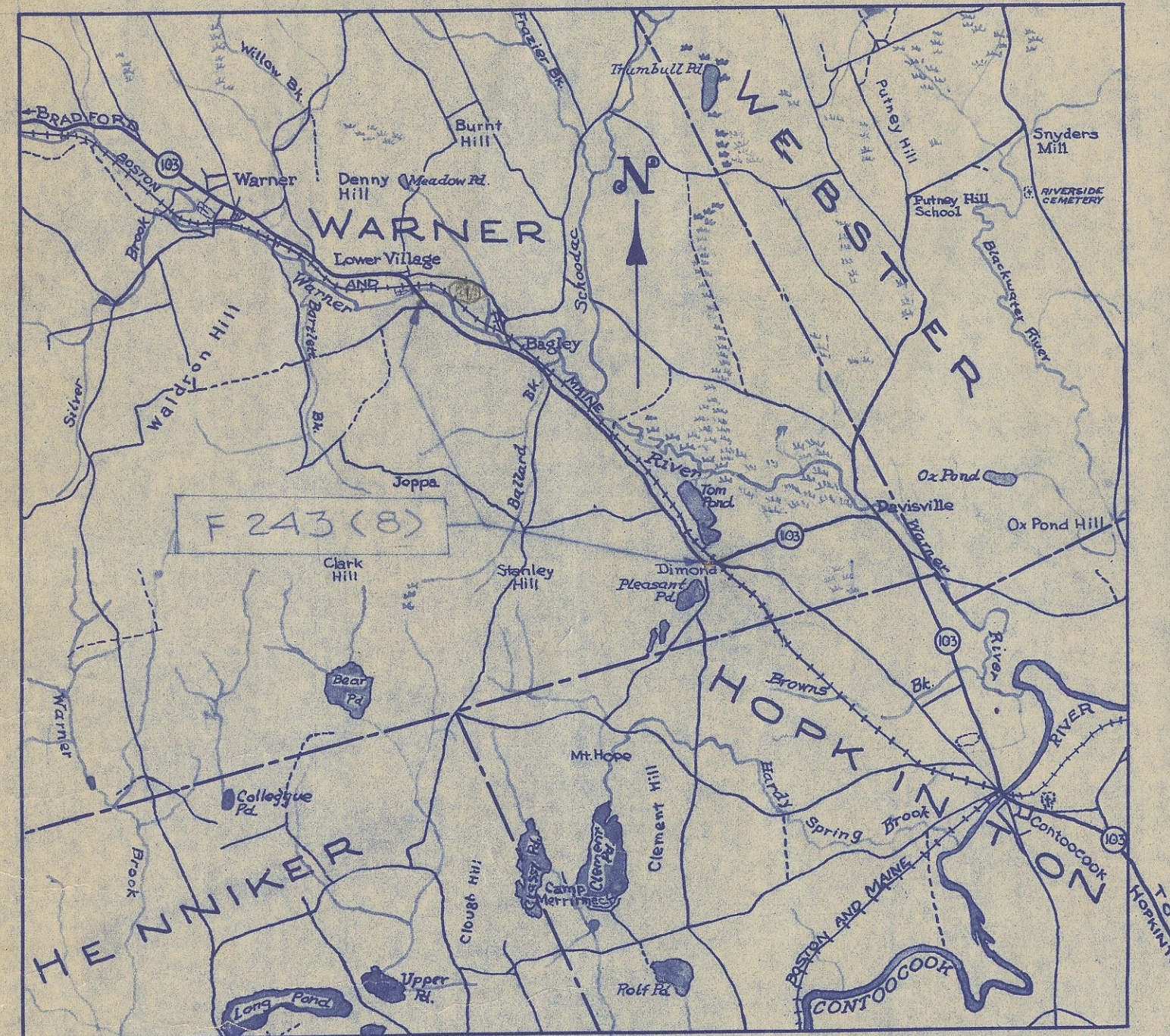
N.H. NO. P-2120

CENTRAL HIGHWAY *Jacket 3834*

PLAN 1" = 50'-0"
SCALES (PROFILE VERT. 1" = 10'-0" HOR. 1" = 50'-0")
CROSS SECTION VERT. 1" = 5'-0" HOR. 1" = 5'-0"

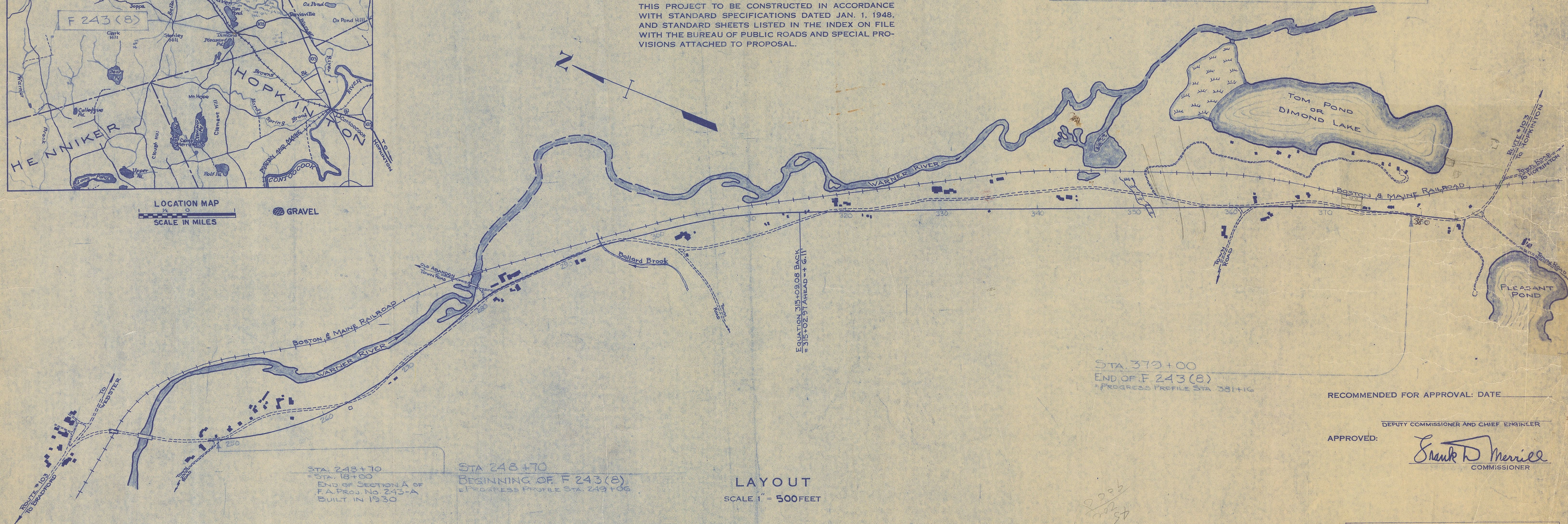
THIS PROJECT TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS DATED JAN. 1, 1948, AND STANDARD SHEETS LISTED IN THE INDEX ON FILE WITH THE BUREAU OF PUBLIC ROADS AND SPECIAL PROVISIONS ATTACHED TO PROPOSAL.

DESIGN DATA	
AVERAGE DAILY TRAFFIC FOR 1952	= 1,150
AVERAGE DAILY TRAFFIC FOR 1973 EST.	= 1950
TRAFFIC CLASSIFICATION	= M
DESIGN SPEED	
STA 249+00 TO STA 272+50	= 60 M.P.H.
STA 272+50 TO STA 286+75	= 50 M.P.H.
STA 286+75 TO STA 379+00	= 60 M.P.H.
MAXIMUM CURVATURE	= 4°
MAXIMUM GRADIENT	= 4.28%
MINIMUM NON-PASSING SIGHT DISTANCE	
STA 249+00 TO STA 272+50 (60 M.P.H. ZONE)	= 475 Feet
STA 272+50 TO STA 286+75 (50 M.P.H. ZONE)	= 370 Feet
STA 286+75 TO STA 379+00 (60 M.P.H. ZONE)	= 500 Feet
MINIMUM HEADLIGHT SIGHT DISTANCE	
STA 249+00 TO STA 272+50 (60 M.P.H. ZONE)	= NONE
STA 272+50 TO STA 286+75 (50 M.P.H. ZONE)	= 425 Feet
STA 286+75 TO STA 379+00 (60 M.P.H. ZONE)	= 505 Feet
SAFE PASSING SIGHT DISTANCE (60 M.P.H. ZONE)	= 2100 Feet
SAFE PASSING SIGHT DISTANCE (50 M.P.H. ZONE)	= 1400 Feet
TOTAL LENGTH OF PROJECT	
STA 248+70 TO STA 379+00 (EQUIV. +6.11) = 13,036.11 Feet = 2.469 Miles	



LOCATION MAP
SCALE IN MILES

GRAVEL



STA 379+00
END OF F 243(8)
= PROGRESS PROFILE STA 381+16

RECOMMENDED FOR APPROVAL: DATE

DEPUTY COMMISSIONER AND CHIEF ENGINEER

APPROVED:

Frank D. Merrill
COMMISSIONER

CONVENTIONAL SIGNS

STATE LINE	— — — — —	ROW LINE	— — — — —
TOWN LINE	— — — — —	SURVEY LINE	— — — — —
FENCE	— — — — —	CULVERTS	— — — — —
STONE WALL	— — — — —	POWER POLES	— — — — —
UNFENCED PROPERTY	— — — — —	TELEPHONE POLES	— — — — —
TRAVELED WAY	— — — — —	GROUND ELEVATION	— — — — —
RAILROADS	— — — — —	GRADE ELEVATION	— — — — —
RETAINING WALL	— — — — —	SLOPE LINE	— — — — —
SEWER MANHOLE	— — — — —	CATCH BASIN	— — — — —
HYDRANT	— — — — —	DROP INLET	— — — — —
		BRUSH LINE	— — — — —

TOWN OF WARNER
COUNTY OF MERRIMACK

LAYOUT
SCALE 1" = 500 FEET

DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	
RECOMMENDED FOR APPROVAL:	
DISTRICT ENGINEER	DATE
APPROVED:	
DIVISION ENGINEER	DATE

N. H. PROJ. NO.

PROJ. NO.	SHEET NO.	TOTAL SHEET
	1	

EXHIBIT 2

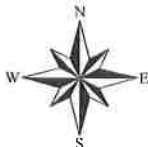
Warner Tax Map 28, Lot 33

Warner, NH

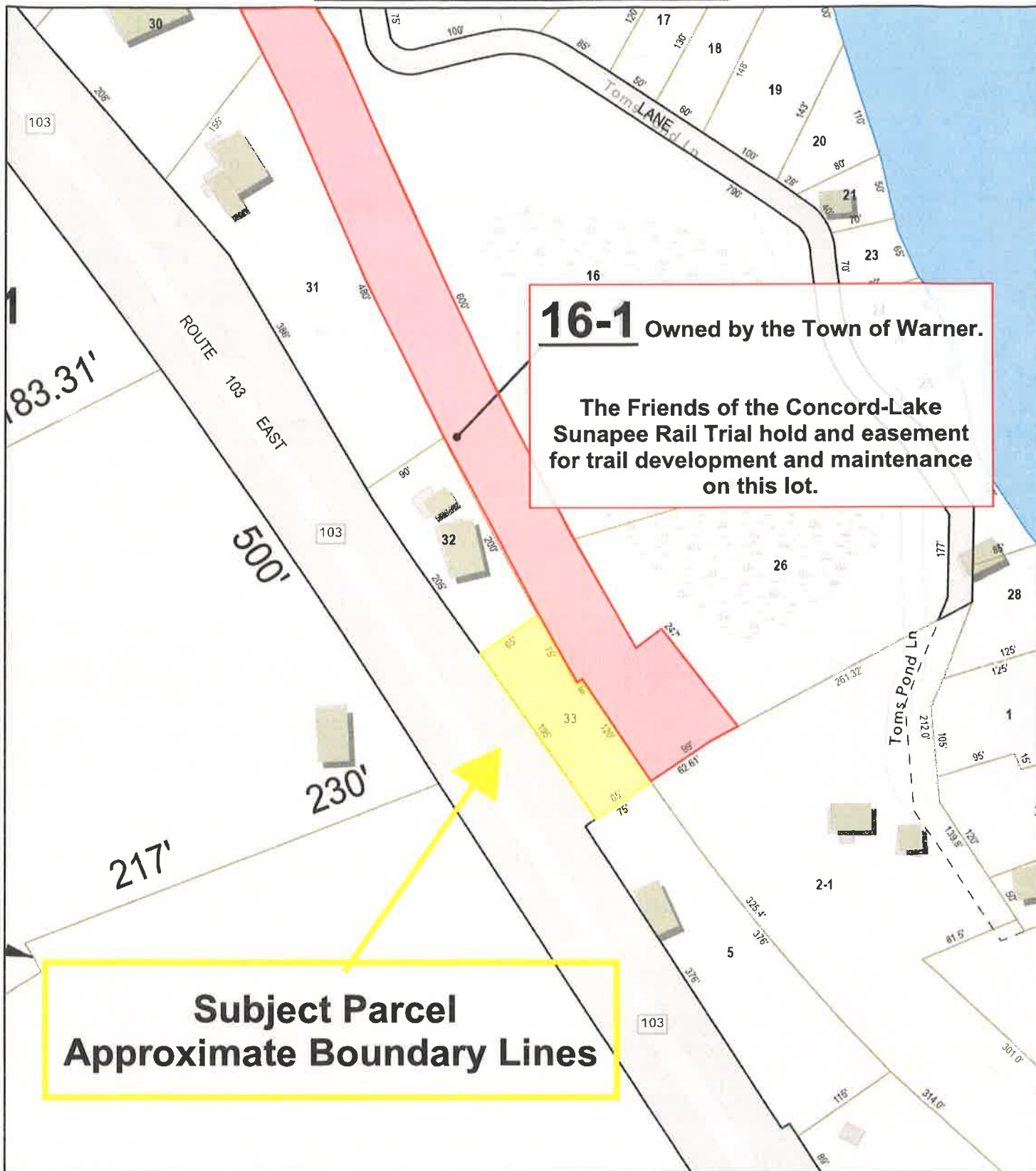
1 inch = 138 Feet



www.cai-tech.com



March 10, 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.

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.

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.

From: Harry Seidel - Select Board <hseidel@warnernh.gov>
Sent: Monday, March 9, 2026 11:31 AM
To: Billings, Elizabeth
Subject: Re: State of NH .30 vacant Land (Tax Map 28, Lot 33)

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Elizabeth Billings

Thanks for circling back to confirm whether the Town of Warner is interested in purchasing the vacant land (Tax Map 28, Lot 30).

We discussed this at our March 30th 2026 meeting under "select board other business" and the board unanimously agreed that Warner is not interested in purchasing the .30 acre parcel, identified as (Tax Map 28, Lot 30).

Thanks again for requesting that we confirm our disinterest in the parcel.

Harry Seidel
Warner Select Board
(chair)

From: Billings, Elizabeth <Elizabeth.M.Billings@dot.nh.gov>
Sent: Monday, March 2, 2026 12:58 PM
To: Kathy Frenette - Town Administrator <administrator@warnernh.gov>
Cc: Harry Seidel - Select Board <hseidel@warnernh.gov>
Subject: State of NH .30 vacant Land (Tax Map 28, Lot 33)

This email originated from outside of the organization. Do not click links or open attachments unless you are 100% sure that it is safe.

Hello Kathy,

The Department of Transportation is following up on the Letter of Interest provided to the Town of Warner on January 8, 2026, and hereto attached for reference; informing the Select Board of our intent to sell a 0.30 ac ± parcel identified as Tax Map 28, Lot 33 at the fair market value of \$10,000. Kindly advise if the Town is or is not interested in purchasing this parcel?

Thank you,

Liz Billings

Property Agent

Department of Transportation

Bureau of Right of Way

Email: elizabeth.m.billings@dot.nh.gov

Phone: (603) 271-3987

7 Hazen Drive, P.O. Box 483

Concord, NH, 03302-0483

From: Andrew Cadorette <acadorette@nhhfa.org>
Sent: Monday, January 5, 2026 1:14 PM
To: Billings, Elizabeth
Cc: Rhiannon Black
Subject: RE: Sale of State-owned Land in Warner

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Hello Elizabeth. Thanks for sharing. It certainly moves this process along.

NH Housing will be passing on the Warner parcel along Route 103.

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 | NHHousing.org

From: Billings, Elizabeth <Elizabeth.M.Billings@dot.nh.gov>
Sent: Friday, January 2, 2026 8:30 AM
To: Andrew Cadorette <acadorette@nhhfa.org>
Subject: Sale of State-owned Land in Warner

Hi Andrew, Happy New Year!

I'm sending out a letter today to Robert and wanted to provide you a scanned copy as well. This is for a small 0.30+/- acre parcel in the Town of Warner along Route 103.

Please let me know if you have any questions!
Best wishes for a happy and health New Year,

Liz Billings

Property Agent
Department of Transportation
Bureau of Right of Way

Email: elizabeth.m.billings@dot.nh.gov

Phone: (603) 271-3987

7 Hazen Drive, P.O. Box 483

Concord, NH, 03302-0483

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Approved by the
Long Range Capital Planning and Utilization Committee
March 16, 2026

LRCP 26-007

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

FROM: *EGS* Eric G. Sargent
Administrator

DATE: February 23, 2026

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

SUBJECT: Sale of State-Owned Land in Warner
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 0.30 ± acres of State-owned land located on the easterly side of NH Route 103, in the Town of Warner, County of Merrimack. The sale will be direct to the Friends of the Concord – Lake Sunapee Rail Trail (Requestor) for \$10,000. In the event that the Requestor declines to move forward with the sale, it is further requested by the Department to list the 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 subject parcel was acquired for the Warner F-243(8), P-2120 Project and is identified in the Town of Warner as Tax Map 28, Lot 33. The Requestor would like to acquire the surplus land to extend and establish a new section of the current rail trail.

The subject parcel consisting of 0.30 ± acres of vacant land, is a portion of a larger parcel, acquired in 1953 by Warranty Deed from Myrtie (Revoir) Astles for the construction of Route 103, referenced on Warner F-243(8), P-2120 as Parcel 31; recorded on June 30, 1953, at the Merrimack County Registry of Deeds in Book 735, Page 160.

After a Departmental 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 Merrimack 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 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 December 23, 2025, was concluded to be \$10,000.

In the event that the Requestor declines to move forward with the sale, 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 3 (Belknap, Hillsborough, and Merrimack 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 will solicit interest from the Town of Warner.

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