



14 - 9/16/26

The State of New Hampshire
Department of Transportation



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 27, 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) on the northerly side of NH Route 75 (a/k/a/ Farmington Road) in the Town of Milton, County of Strafford. The sale will be directly to Jeremy Wes Chapin & Cameron MacDearnid or their designee (Buyers) at fair market value of \$90,000, and the Bureau will assess an administrative fee of \$1,100, 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 100% Turnpike Funds.

04-096-096-960015-0000-UUU-402156	FY 2027
Administrative Fee	\$1,100
04-096-096-960017-0000-UUU-409278	FY 2027
Turnpike Funds	\$90,000
(100% of \$90,000)	

TOTAL Income \$91,100

Explanation

The Bureau received a request from Berry Surveying & Engineering, on behalf of their clients, Patrick & Lisa Perkins (Requestors), and Jeremy Wes Chapin & Cameron MacDearnid (Buyers) to acquire an access point through the Controlled Access Right-Of-Way (CAROW) on the northerly side of NH Route 75 (a/k/a/ Farmington Road) in the Town of Milton. The break in access will provide direct access to the Buyers' property identified as Tax Map 45, Lot 19.

In 1979 the subject parcel was identified as two (2) contiguous tracts of land, Parcel 60 and Parcel 60A. The State acquired a combined total of 10.24 ± acres for the construction of the Spaulding Turnpike Extension - Milton, LS1828(6), P-2282-C Project to relocate Farmington Road, now NH Route 75. The

acquisition and relocation project severed the two tracts (60 & 60A) of contiguous lands. Zero (0) points of access were granted on the northerly side of Route 75 to Parcel 60, as access to the property was provided by the existing Farmington Road (Elm Street). The State of New Hampshire acquired the parcel by Condemnation for \$7,000, recorded April 6, 1979 in Book 1030, Page 248 at the Strafford County Registry of Deeds.

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 shall be responsible for applying for a driveway permit, through the Department's District 6 Office, in accordance with the Department's Driveway Permitting policies.
- 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.

At the meeting of the Long-Range Capital Planning and Utilization Committee on June 1, 2026, the request (LCRP-26-020) was approved, authorizing the Bureau to proceed with the conveyance, granting one (1) access point to Jeremy Wes Chapin & Cameron MacDearmid (Buyers). The price is set at the contributory market value of \$90,000, 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 is respectfully requesting authorization to proceed with the sale of this access point 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 14th 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 Jeremy Wes Chapin & Cameron MacDermid or their designee (Milton Gateway, LLC) at closing (under common control), having a principal address of 300 Sligo Road, Rollinsford, New Hampshire, 03869 (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"), as now traveled, established during the Spaulding Turnpike Extension - Milton, LS1828(3) Contract 2, P-2282-C recorded April 6, 1979 at the Strafford County Registry of Deeds in Book 19, Page 70, located on the northerly side of Farmington Road (NH Route 75), opposite and lying in-between Construction Centerline Stations 75+00 and 80+00 in the Town of Milton, New Hampshire (the "Property") in the County of Strafford. More particularly being an access point on the Property identified as Milton Tax Map 45, Lot 19.

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

- I. The Department has ownership of the access control boundaries along the CAROW on the northerly side of NH Route 75, also known as Farmington Road, Milton, New Hampshire. District Six (6) maintains the road and approves any and all topics relating to driveway permits.
- 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.

NOW, THEREFORE, the Parties hereby agree as follows:

I. DESCRIPTION OF PROPERTY AND REAL ESTATE TRANSACTION:

SELLER(S) INITIALS ELS

BUYER(S) INITIALS JWC

- 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:** LS1828(3) Contract 2, P-2282-C, sheet # 28 and **EXHIBIT 2:** Conceptual Site Plan for Land of Patrick S. & Lisa M. Perkins of 145 Elm Street Milton, N.H. Tax Map 45, Lot 19. Drafted by Berry Surveying & Engineering.
- 1.2. **Purchase Price:** The Buyer shall acquire an access point for the sum of NINETY THOUSAND DOLLARS (\$90,000) 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 THOUSAND, SIX HUNDRED DOLLARS (\$90,600).
- 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 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 (LRCP 26-020) on June 01, 2026, pending the Governor and Executive Council 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 The buyer will be required to obtain a driveway permit through the Department's District Six (6) Office, in accordance with the Department's Driveway Permitting policies. The final location of the one (1) access point in the established CAROW between Station 75+00 – 80+00 will be determined during the driveway permit process.
- 1.5. **Indemnification:** 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

SELLER(S) INITIALS ELG

BUYER(S) INITIALS ML, CCM

standard indemnification form naming 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, 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 an Access Deed. The Department shall prepare all deeds at its expense. The Buyer will be responsible for recording the Deed at the Strafford County Registry of Deeds and providing the Department with a recorded copy.
 - 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 access point in the CAROW 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

SELLER(S) INITIALS

EHS

BUYER(S) INITIALS

ML CCM

and, in addition, the right to withdraw from this Agreement, after which the Buyer shall have no further obligation to the Department.

- 2.1. **Title: Time being of the essence**, upon execution of this Agreement by the Parties, the Buyer may perform a title examination of the Property within fifteen (15) days, to be reasonably satisfied that title to the Property is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyer or Department and all deposits shall be refunded to the Buyer, provided that written notice is delivered within the said time frame, **time being of the essence**. If no notice is given within said time frame, then any objections to the title are waived.

3. **Representations and Warranties of the Buyer**. The Buyer hereby represents and warrants that:

- 3.1 The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been duly authorized by such action as necessary. This Agreement constitutes the legal, valid, and binding agreement of the Buyer, enforceable against the Buyer by its terms subject only to the conditions set out in this Agreement.
- 3.2 Subject to the conditions set out in this Agreement, neither the execution nor delivery by the Buyer of this Agreement, the performance by the Buyer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyer of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law, charter, ordinance or governmental regulation applicable to the Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Buyer is a party or by which the Buyer or any of its properties or assets are bound, or constitutes a default there under.
- 3.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Buyer, except such as have been duly obtained or made or disclosed in this Agreement.
- 3.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Buyer, wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Buyer of its obligations hereunder or the performance by the Buyer of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement, or any other agreement or instrument

SELLER(S) INITIALS ELS

BUYER(S) INITIALS ML CCM

entered into by the Buyer in connection with the transactions contemplated hereby.

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

- 4.1 The Department has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and all necessary action has been taken to authorize the execution, delivery, and performance of this Agreement subject to the Department seeking and obtaining final approval by the Governor and Executive Council in accordance with RSA 4:39-c. This Agreement will, upon execution and delivery thereof by the Department and upon approval by the Governor and Executive Council, constitute valid, legal, and binding obligations of the Department enforceable against the Department by the respective terms thereof.
- 4.2 Neither the execution nor delivery by the Department of this Agreement, the performance by the Department of their obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Department of the terms or conditions hereof conflicts with, violates, or results in a breach of any constitution, law or governmental regulation applicable to the Department, or conflicts with, violates or result in a breach of any term or condition of any judgment or decree, or any agreement or instrument, to which the Department is a party or by which the Department or any of its properties or assets are bound, or constitutes a default there under.
- 4.3 Except as outlined in this Agreement, no approval, authorization, order, or consent of, or declaration, registration, or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by the Department, except such as have been duly obtained or made.
- 4.4 There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any court or Governmental Authority, pending or threatened against the Department, its principal(s), affiliate(s), or entities controlled by its principal(s), wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Department of their obligations hereunder or the performance by the Department of its obligations under the transactions contemplated hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Department in connection with the transactions contemplated hereby.

5 **GENERAL PROVISIONS**

- 5.1 **Cooperation:** The Buyer and the Department agree to cooperate with each other to achieve the purposes of this Agreement and, in connection therewith, to take

SELLER(S) INITIALS EHS

BUYER(S) INITIALS MLC

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.

SELLER(S) INITIALS

Els

BUYER(S) INITIALS

CCM

- 5.10 **Survival of Agreement.** The agreements, covenants, and representations contained herein shall survive the execution and delivery of this Agreement.
- 5.11 **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 5.12 **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 5.13 **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may have for the collection of real property taxes under the law unless expressly set forth herein.
- 5.14 **Time of the Essence.** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 5.15 **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform under this Agreement, such consent, approval, or instruction, request, act or performance shall be reasonably made or done, or shall not be unreasonably withheld, delayed, or conditioned, as the case may be.
- 5.16 **Municipal Approvals.** The execution of this Agreement does not preempt or supersede the review process or powers of any Buyer or other governmental Board, Committee, Commission, or Department, or excuse the parties from the requirement to apply for and receive all necessary permits and approvals from all applicable governmental subdivisions, Boards, Committees, Commissions, or agencies, including but not limited to the requirement that the agreement is to be approved by the Governor and Executive Council under RSA 4:39-c before the Department being required and/or authorized to convey the property to the Buyer.
- 5.17 **Warranties and Representations:** The Department and the Buyer each acknowledge that they have not been influenced to enter this transaction or relied

SELLER(S) INITIALS

ELS

BUYER(S) INITIALS

ML CCM

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: LS1828(3) Contract 2, P-2282-C, sheet # 28

EXHIBIT 2: Conceptual Site Plan for Land of Patrick S. & Lisa M. Perkins of 145 Elm Street Milton, N.H. Tax Map 45, Lot 19. Drafted by Berry Surveying & Engineering.

[The remainder of this page was left blank intentionally]

SELLER(S) INITIALS PLS

BUYER(S) INITIALS MLL, CCM

SELLER:

STATE OF NEW HAMPSHIRE

By: 

Date: 7-14-2026

Printed: Eric G. Sargent

Administrator, Bureau of Right-of-Way
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK**

On this 14th day of July, 2026, personally appeared before me,
Elizabeth M. Billings, the undersigned Officer, the above-named Eric G. Sargent,
Administrator, Bureau of Right-of-Way for the Department of Transportation, and as such,
being duly authorized so to do, executed the foregoing instrument for the purpose therein
contained.


Justice of the Peace/Notary Public

(Seal)



My Commission Expires: April 9, 2030

SELLER(S) INITIALS 

BUYER(S) INITIALS 

BUYERS:

MILTON GATEWAY LLC

By: Cameron MacDearmid

Date: 7/11/26

Printed: Cameron MacDearmid, Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Stratford

On this 11 day of July, 2026, personally appeared before me,
Steven Sprague, the undersigned Officer, the above-named Cameron MacDearmid,
Manager, of Milton Gateway LLC and as such, being duly authorized so to do, executed the
foregoing instrument for the purpose therein contained.

(Seal)



Steven Sprague
Justice of the Peace/Notary Public

My Commission Expires: 5/31/28



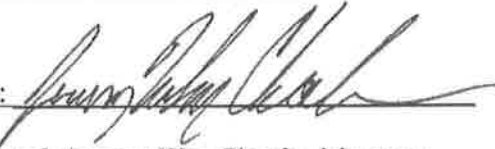
[The remainder of this page was left blank intentionally]

SELLER(S) INITIALS Ehs

BUYER(S) INITIALS ML, CCM

BUYERS:

MILTON GATEWAY LLC

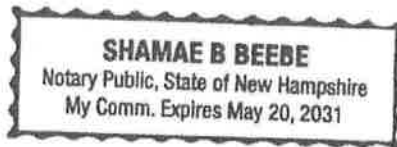
By: 

Date: 7/9/2026

Printed: Jeremy Wes Chapin, Manager
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

On this 9th day of July, 2026, personally appeared before me,
Jeremy W. Chapin, the undersigned Officer, the above-named Jeremy Wes Chapin,
Manager, of Milton Gateway LLC and as such, being duly authorized so to do, executed the
foregoing instrument for the purpose therein contained.



(Seal)


Justice of the Peace/Notary Public

My Commission Expires: May 20, 2031

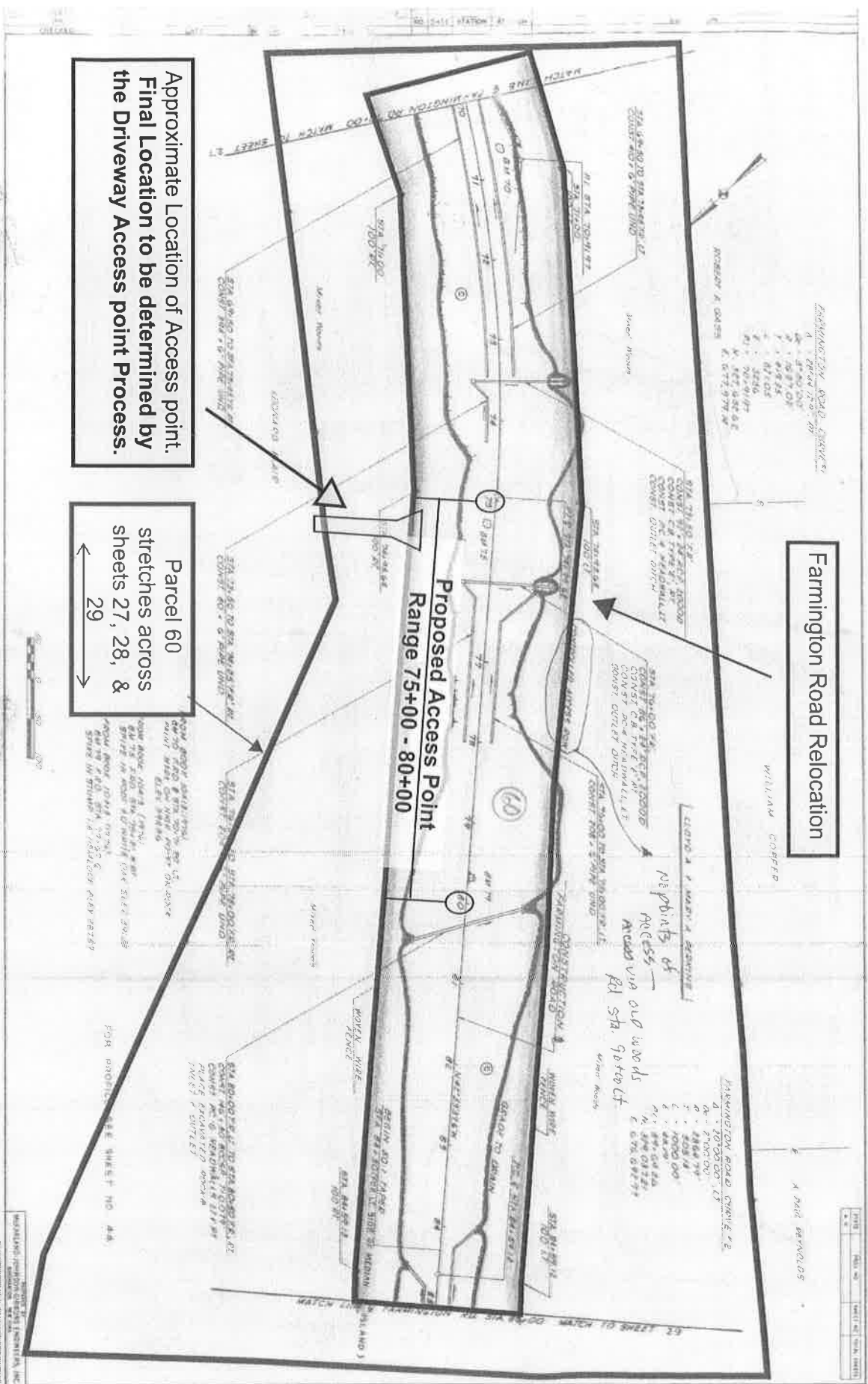
[The remainder of this page was left blank intentionally]

SELLER(S) INITIALS JWC

BUYER(S) INITIALS MLL, CCM

Exhibit 1

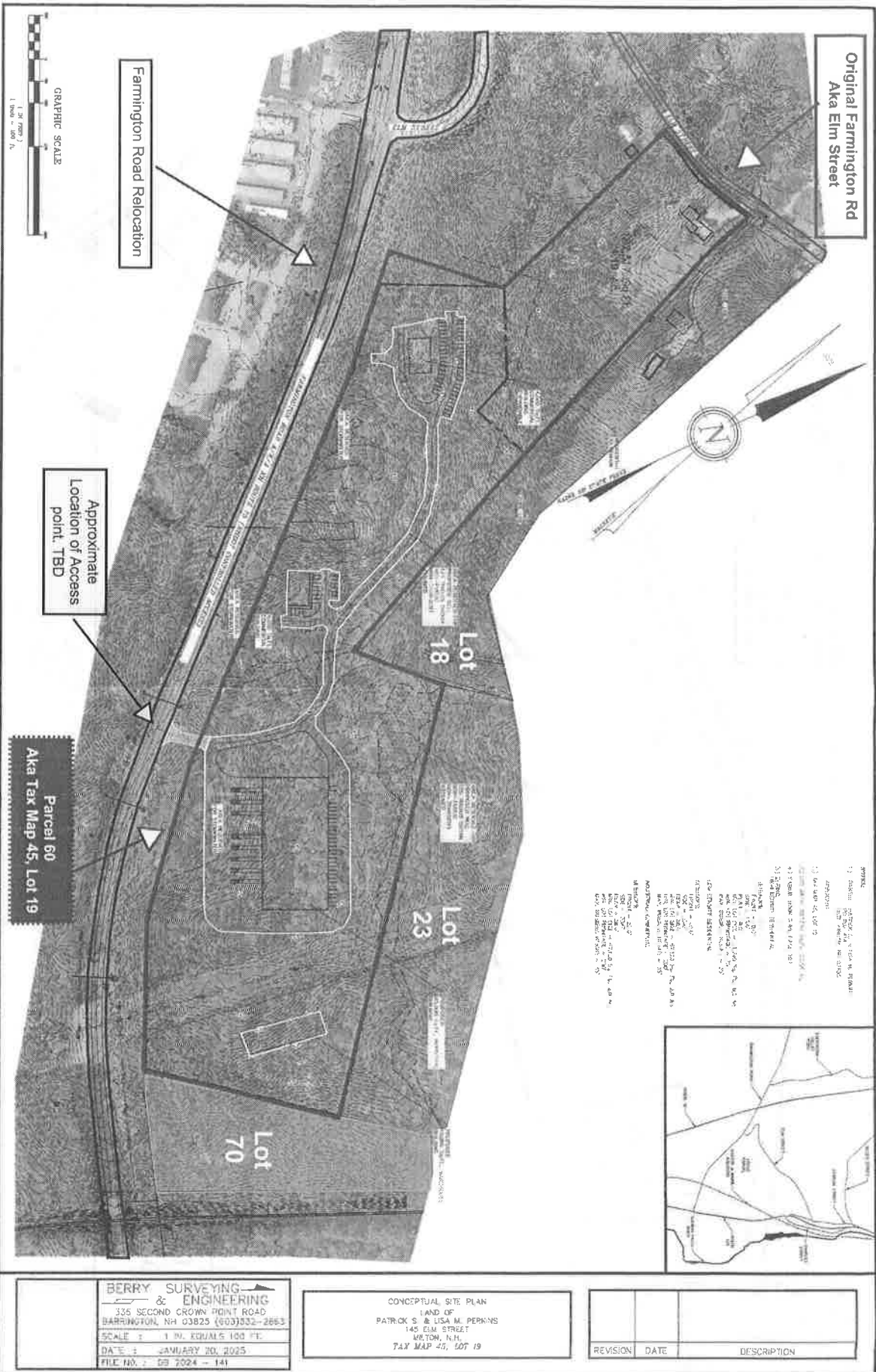
Farmington Road Relocation



Approximate Location of Access point.
Final Location to be determined by
the Driveway Access point Process.

Parcel 60
stretches across
sheets 27, 28, &
29

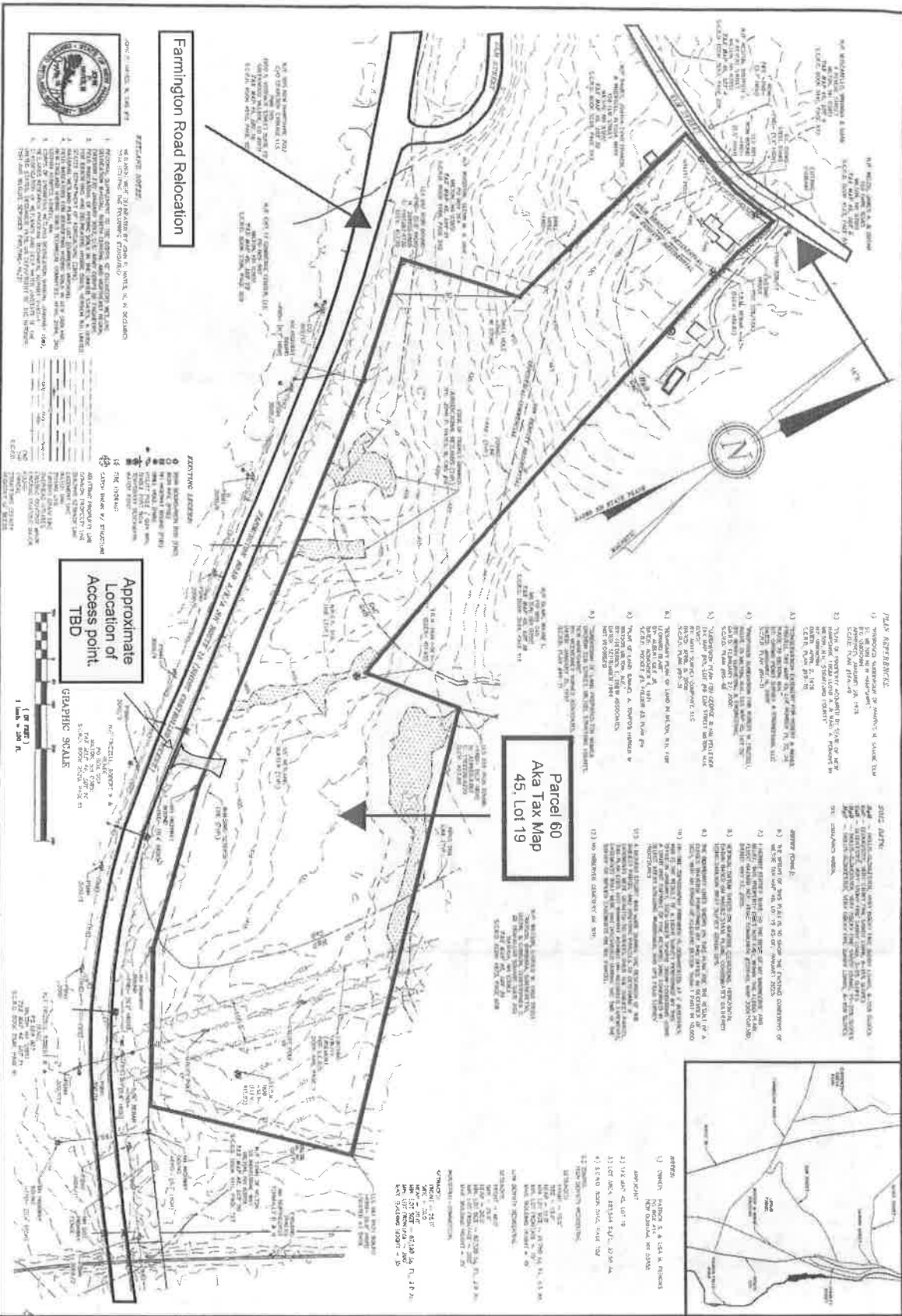
Exhibit 2



BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 (603)332-2653
SCALE: 1" = 100' (approx)
DATE: JANUARY 20, 2025
FILE NO.: SB 2024 - 141

CONCEPTUAL SITE PLAN
LAND OF
PATRICK S. & LISA M. PERKINS
145 ELM STREET
WINTON, NH
TAX MAP 45, LOT 19

Original Farmington Rd Aka Elm Street



Farmington Road Relocation

NOTES:

1. ALL EXISTING AND PROPOSED FEATURES SHOWN ON THIS MAP ARE BASED ON THE DATA PROVIDED BY THE CLIENT AND THE SURVEYOR'S FIELD NOTES.
2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.
6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.
7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.
8. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.
9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.
10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO EVIDENCE OF ANY OTHER FEATURES OR OBSTRUCTIONS.

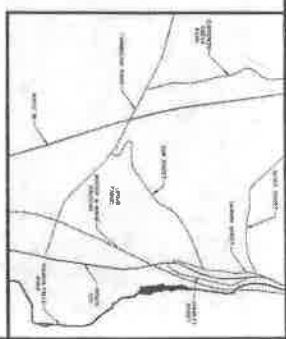
Approximate Location of Access point TBD

GRAPHIC SCALE

1 inch = 100 ft

**Parcel 60
Aka Tax Map
45, Lot 19**

- PLANS REFERENCED:**
1. SURVEY MAP OF PARCELS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



BERRY & SURVEYING & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 (603) 332-2863
SCALE: 1 IN. EQUALS 100 FT.
DATE: JANUARY 20, 2025
FILE NO.: BB 2024-141

OVERVIEW EXISTING CONDITIONS
LAND OF
PATRICK S. & USA M. PERKINS
145 ELM STREET
MILTON, NH
TAX MAP 45, LOT 19

REVISION	DATE	DESCRIPTION

**Approved by the
Long Range Capital Planning and Utilization Committee
June 1, 2026**

LRCP 26-020

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

FROM: *Els* Eric G. Sargent
Administrator

DATE: May 12, 2026

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

SUBJECT: Sale of Access Point in Milton
RSA 4:39-c

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

REQUESTED ACTION

The New Hampshire Department of Transportation, pursuant to RSA 4:39-c, requests authorization to dispose of an access point through the Controlled Access Right-of-Way (CAROW) on the northerly side of NH Route 75 (a/k/a/ Farmington Road) in the Town of Milton, County of Strafford. The sale will be direct to Jeremy Wes Chapin & Cameron MacDermid or their designee, (Buyers) for \$90,000, with an additional assessed administrative fee of \$1,100.00, of which \$500.00 has already been received. The sale will be subject to the conditions specified in this request.

EXPLANATION

The Department is processing a request from Berry Surveying & Engineering, on behalf of their clients, Patrick & Lisa Perkins (Requestors), and Jeremy Wes Chapin & Cameron MacDermid (Buyers) to obtain an access point through the Controlled Access Right-of-Way (CAROW) located on the northerly side of NH Route 75 in the Town of Milton. The break in access will provide direct access to the Buyers' property identified as Tax Map 45, Lot 19.

In 1979 the subject parcel was identified as two (2) contiguous tracts of land, Parcel 60 and Parcel 60A. The State acquired a combined total of 10.24 ± acres for the construction of the Spaulding Turnpike Extension -Milton, LS1828(6), P-2282-C Project to relocate Farmington Road, now NH Route 75. The acquisition and relocation project severed the two tracts (60 & 60A) of contiguous lands. Zero (0) points of access were granted on the northerly side of Route 75 to Parcel 60, as access to the property was provided by the existing Farmington Road (Elm Street). The State of New Hampshire acquired the parcel by Condemnation for \$7,000 in Book 1030, Page 248 recorded on April 06, 1979, at the Strafford County Registry of Deeds.

The Buyers wish to obtain access to the southern portion of their 22.54± acre parcel, which they have purchased from the Perkins for commercial development along the northerly side of NH Route 75. The Buyers' existing access point along Elm Street is not sufficient to provide access to the southerly portion of the identified subject parcel due to a steep slope with

an elevation of 100± feet. The Milton Town Planner is in support of the Conceptual Site Plans that conforms with the local zoning vision and master plan for the Town of Milton.

After a Department review, it was determined that granting this access point is surplus to the Department's operational needs and available for disposal. The Department recommends that the Buyers coordinate the design of the access point with the Town of Milton, as this break in access will be the only one approved along this portion of NH Route 75. The proposed break in access is anticipated to improve the economic viability of the area, which will benefit the Town of Milton and may facilitate access to abutting parcels. The Department is aware that the Town of Milton supports the access point; and as such, recommends that coordination with the Town would be most advantageous to all parties of interest. This access point will be conveyed with the following conditions:

- As a condition of this sale, the buyer will be required to obtain a driveway permit through the Department's District 6 Office, in accordance with the Department's Driveway Permitting policies.
- 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 access point and concluded it does not have an independent highest and best use. They then prepared a contributory value appraisal using the sales comparison approach that adheres to the Right of Way Manual requirements and the Uniform Standards of Professional Appraisal Practice. The subject property's contributory value as of April 16, 2026, was concluded to be \$90,000.

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

EGS/EMB
Attachments

Farmington Road Relocation

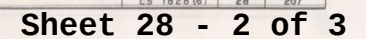
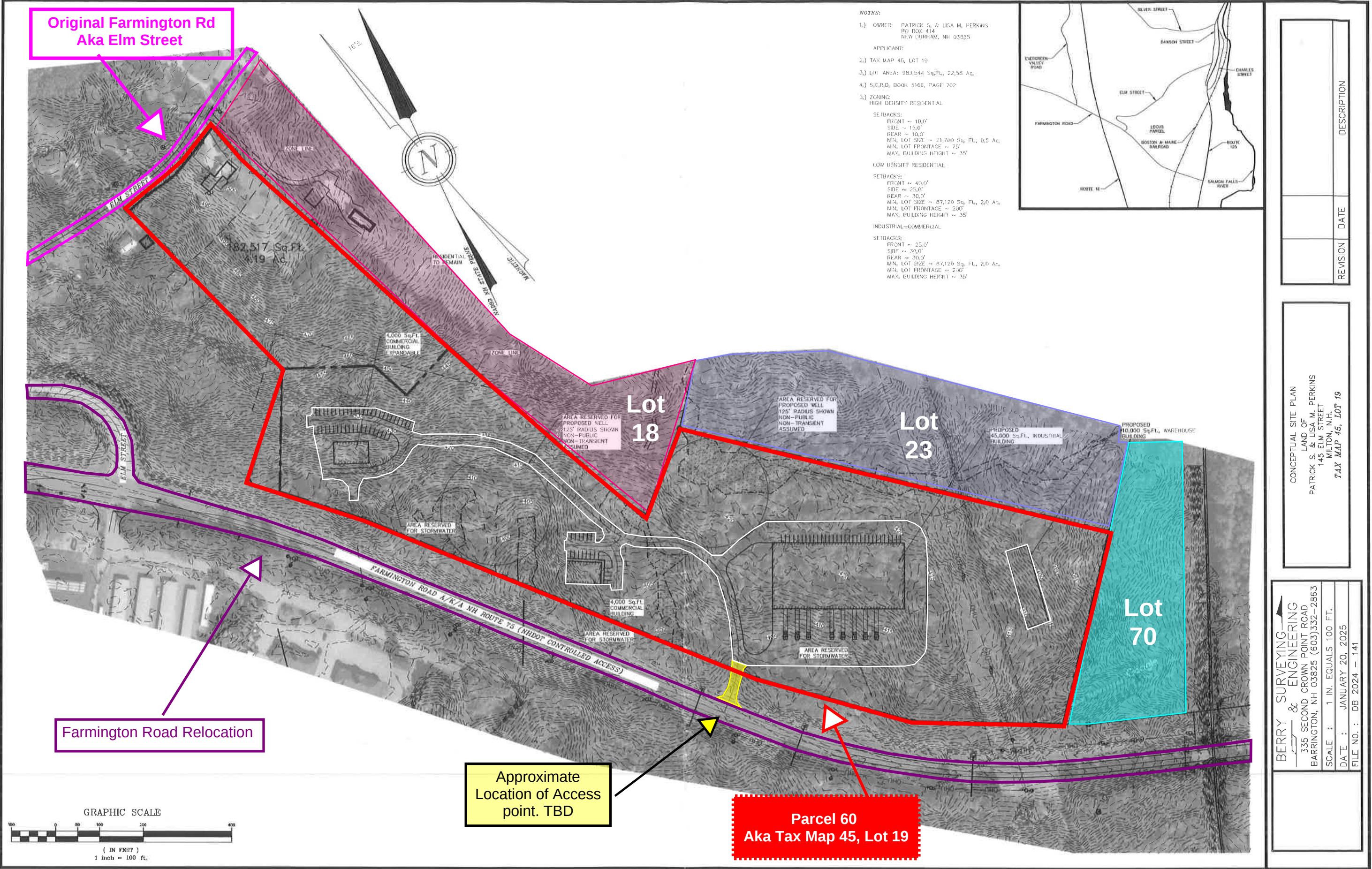


Exhibit 2



Original Farmington Rd
Aka Elm Street

PLAN REFERENCES:

- "PROPOSED SUBDIVISION OF MAURICE M. SAVOIE ELM ST, MILTON NEW HAMPSHIRE"
BY: UNKNOWN
APPROVED: JANUARY 28, 1978
S.C.R.D. PLAN #16A-49
- "PLAN OF PROPERTY ACQUIRED BY STATE OF NEW HAMPSHIRE FROM LLOYD A. & MARY A. PERKINS IN MILTON, N.H., STRAFFORD COUNTY"
BY: UNKNOWN
DATED: APRIL 2, 1979
S.C.R.D. PLAN #19-70
- "CONSERVATION EASEMENT FOR ROBERT & RENEE FRIZZELL TAX MAP 45, LOT NUMBER 71, 72, 74 ROUTE 75 MILTON, N.H."
BY: CROWN POINT SURVEY & ENGINEERING, LLC
DATED: JANUARY 16, 2006
S.C.R.D. PLAN #84-51
- "PROPOSED SUBDIVISION FOR ROBERT W. FRIZZELL ROUTE 75 MILTON, N.H. TAX MAP 45, LOT 76"
BY: BERRY SURVEYING & ENGINEERING
DATED: FEBRUARY 27, 2006
S.C.R.D. PLAN #85-68
- "SUBDIVISION PLAN FOR GEORGE & JIM PELLETIER TAX MAP #45, LOT #16 ELM STREET MILTON, N.H. 03851"
BY: MOIT SURVEY COMPANY, LLC
DATED: APRIL 8, 2008
S.C.R.D. PLAN #95-31
- "BOUNDARY PLAN OF LAND IN MILTON, N.H. FOR LEONARD BLAIR"
BY: ALBERT GILE JR.
DATED: NOVEMBER 4, 1971
S.C.R.D. POCKET #3, FOLDER #3, PLAN #16
- "PLAN OF LAND SAMUEL A. TOMPOSI HAROLD W. WATSON MILTON, N.H."
BY: FREDERICK E. DREW ASSOCIATES
DATED: SEPTEMBER 1984
NOT RECORDED
- "SUBDIVISION OF LAND PREPARED FOR MONICA GRONDM ELM STREET, MILTON, STRAFFORD COUNTY, NEW HAMPSHIRE"
BY: MCNEANEY SURVEY ASSOCIATES
DATED: JANUARY 31, 1997
S.C.R.D. PLAN #49-71

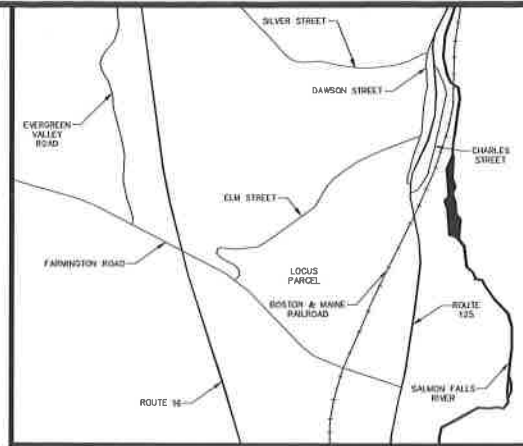
SOIL DATA:

HgB - HOLLS-GLOUCESTER, VERY ROCKY FINE SANDY LOAMS, 8-15% SLOPES
GcC - GLOUCESTER, VERY STONY FINE SANDY LOAM, 3-8% SLOPES
HcB - HOLLS-GLOUCESTER, VERY ROCKY FINE SANDY LOAMS, 15-25% SLOPES
HcC - HOLLS-GLOUCESTER, VERY ROCKY FINE SANDY LOAMS, 8-15% SLOPES
SEE: USDA/NRCS WEBSOL

NOTES (Cont.):

- THE INTENT OF THIS PLAN IS TO SHOW THE EXISTING CONDITIONS OF MILTON TAX MAP 45, LOT 19 AS OF: JANUARY 2025.
- I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PROPERTY DOES NOT FALL WITHIN THE FLOOD PLAIN FLOOD HAZARD REF: FEMA COMMUNITY #330149, MAP 33017C0138D, DATED: MAY 17, 2005.
- VERTICAL DATUM BASED ON NAVD83 ELEVATIONS. HORIZONTAL DATUM BASED ON NAD83 STATE PLANE. COORDINATES GATHERED USING CARLSON (BRX) SURVEY GRADE GPS.
- THE BOUNDARY LINES SHOWN ON THIS PLAN ARE THE RESULT OF A CLOSED TRAVERSE PERFORMED BY THIS OFFICE IN DECEMBER OF 2024, WITH AN ERROR OF CLOSURE BETTER THAN 1 PART IN 10,000.
- ON-SITE TOPOGRAPHY PROVIDED IS DEMARCATED AT 1' INTERVALS, AND IS THE RESULT OF A LIDAR SURVEY PERFORMED BY THIS OFFICE IN JANUARY, 2025 UNDER SPARSE SNOW CONDITIONS USING A LIDAR UNIT CAPABLE OF FIVE RETURNS AND CONFIRMED IN SELECT AREAS UTILIZING TRADITIONAL AND GPS FIELD SURVEY PROCEDURES.
- A DILIGENT EFFORT WAS MADE DURING THE RESEARCH OF THE SUBJECT PARCEL AND ADJUTING PARCELS TO DETERMINE IF EASEMENTS WERE GRANTED TO OTHERS OVER THE SUBJECT PARCEL. THIS PLAN DOES NOT WARRANT AGAINST UN-RECORDED EASEMENTS, EASEMENTS THAT WERE NOT DISCOVERED DURING THE TIME OF THE SURVEY OR IMPLIED EASEMENTS ON THE PARCEL.
- NO OBSERVED CEMETERY ON SITE.

Parcel 60
Aka Tax Map
45, Lot 19



NOTES:

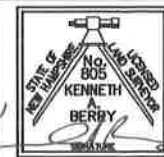
- OWNER: PATRICK S. & LISA M. PERKINS
PO BOX 414
NEW DURHAM, NH 03855
- TAX MAP 45, LOT 19
- LOT AREA: 983,544 Sq.Ft., 22.58 Ac.
- S.C.R.D. BOOK 5166, PAGE 702
- ZONING: HIGH DENSITY RESIDENTIAL
- SETBACKS:
FRONT ~ 10.0'
SIDE ~ 15.0'
REAR ~ 10.0'
MIN. LOT SIZE ~ 21,780 Sq. Ft., 0.5 Ac.
MIN. LOT FRONTAGE ~ 75'
MAX. BUILDING HEIGHT ~ 35'
- LOW DENSITY RESIDENTIAL
SETBACKS:
FRONT ~ 40.0'
SIDE ~ 25.0'
REAR ~ 30.0'
MIN. LOT SIZE ~ 87,120 Sq. Ft., 2.0 Ac.
MIN. LOT FRONTAGE ~ 75'
MAX. BUILDING HEIGHT ~ 35'
- INDUSTRIAL-COMMERCIAL
SETBACKS:
FRONT ~ 25.0'
SIDE ~ 30.0'
REAR ~ 30.0'
MIN. LOT SIZE ~ 87,120 Sq. Ft., 2.0 Ac.
MIN. LOT FRONTAGE ~ 200'
MAX. BUILDING HEIGHT ~ 35'

OVERVIEW EXISTING CONDITIONS

LAND OF
PATRICK S. & LISA M. PERKINS
145 ELM STREET
MILTON, N.H.
TAX MAP 45, LOT 19

BERRY SURVEYING & ENGINEERING
335 SECOND CROWN POINT ROAD
BARRINGTON, NH 03825 (603) 332-2863

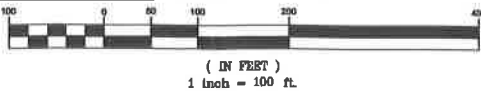
SCALE: 1 IN. EQUALS 100 FT.
DATE: JANUARY 20, 2025
FILE NO.: DB 2024 - 141



Farmington Road Relocation

Approximate
Location of
Access point.
TBD

GRAPHIC SCALE



EXISTING LEGEND:

- IRON BOUND/IRON ROD (FND)
- IRON PIPE (FND)
- NH HIGHWAY BOUND (FND)
- DRILL HOLE (FND)
- UTILITY POLE / GUY WIRE
- SINGLE POST SIGN
- TEMPORARY BENCHMARK
- MATCH POINT
- FIRE HYDRANT
- CATCH BASIN W/ STRUCTURE

- ADJUTING PROPERTY LINE
- COMMON PROPERTY LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- MATCH LINE
- ZONING LINE
- EXISTING DRAIN LINE
- OVERHEAD UTILITIES
- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- FOUND
- TYPICAL
- STRAFFORD COUNTY
- REGISTRY OF DEEDS

WETLAND NOTES:

- WETLANDS WERE DELINEATED BY JOHN P. HAYES, III, IN DECEMBER 2024 UTILIZING THE FOLLOWING STANDARDS:
- REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTH CENTRAL AND NORTHEAST REGION, (VERSION 2.0) JANUARY 2012, U.S. ARMY CORPS OF ENGINEERS.
 - FIELD INDICATORS OF HYDRIC SOILS IN THE UNITED STATES, A GUIDE FOR IDENTIFYING AND DELINEATING HYDRIC SOILS, VERSION 8.0, UNITED STATES DEPARTMENT OF AGRICULTURE (2016).
 - NATIONAL WETLAND PLANT LIST (CURRENT VERSION).
 - FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, NEW ENGLAND HYDRIC SOILS TECHNICAL COMMITTEE, APRIL 2004, 3RD EDITION NEWPPCC LOWELL, MA.
 - CORPS OF ENGINEERS WETLAND DELINEATION MANUAL, JANUARY 1987, WETLANDS RESEARCH PROGRAM TECHNICAL REPORT Y-87-1.
 - CLASSIFICATION OF WETLANDS AND DEEP WATER HABITATS OF THE UNITED STATES, DECEMBER 1979, US DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICES, FWS/OBS-79/31.

JOHN P. HAYES, III, CWS #18

