



The State of New Hampshire
Department of Transportation

19 - 9/16/26



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
August 27, 2026

Requested Action

Pursuant to RSA 4:39-c, authorize the Bureau of Right-of-Way (Bureau) to sell 9.77± acres of vacant State-owned land (subject property) situated northerly of Old County Road and westerly of NH Route 63 and Spofford Lake, in the Town of Chesterfield, County of Cheshire. The sale will be directly to the Town of Chesterfield (Town), which has agreed to purchase the land at a fair market value of \$29,000. The Bureau will assess an administrative fee of \$1,100, effective upon approval by the Governor and the Executive Council.

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

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

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	FY 2027
Administrative Fee	\$1,100
04-096-096-960015-0000-UUU-409279	
Highway Funds	\$29,000
Total	\$30,100

Explanation

The Bureau is processing the disposal of 9.77 ± acres of vacant land in the Town of Chesterfield, as referenced above. This parcel was acquired for the Chesterfield S-264(1), S-7927 Project. The State acquired the 9.77 ± acres by Warranty Deed in 1969 from the Colony Estate, recorded on January 7, 1970, in Book 806, Page 96, at the Cheshire County Registry of Deeds.

The Bureau received a request from Kenneth and Pamela Walton to purchase the above-mentioned subject property. An internal review of the subject property determined that the land is surplus and has

independent utility as a standalone parcel, identified as an independent lot of record on Tax Map 4A, Lot 20. The Bureau proceeded with the Realtor Selection Process required by NH Administrative Rules, Chapter Tra 1003.03; establishing a Fair Market Value of \$29,000 and selecting HKS Associates, Inc. Brokerage Firm to market the property on the Bureau's behalf.

Pursuant to RSA 4:39-c, the Bureau solicited interest from the Town of Chesterfield to purchase the subject property. The Town responded to the Bureau's inquiry and requested to exercise its Right of First Refusal to acquire the 9.77± acres of vacant land, prior to the parcel being offered to the public. Due to the Town's demonstrated interest in purchasing the subject property, the Bureau requests to sell the parcel directly to the Town of Chesterfield, thereby eliminating the need for a contracted Realtor and related commission fee requirements as previously approved by the Long-Range Capital Planning and Utilization Committee.

The Bureau has deemed the parcel 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.

At the meeting of the Long-Range Capital Planning and Utilization Committee on September 29, 2025, the request (LRCP 25-035) was approved, authorizing the Department to proceed with the sale of 9.77 ± acres of State-owned land. The sale price is set at the fair market value of \$29,000, and the Department will assess an additional administrative fee of \$1,100.

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 Chesterfield and received a letter of interest.

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

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

Respectfully,

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

David M. Rodrigue, P.E.
Commissioner

DMR/emb

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 27th day of May, 2026, by and between the State of New Hampshire, Department of Transportation, (hereinafter the "Department") having a principal place of business at 7 Hazen Drive, Concord, New Hampshire 03301 and the Town of Chesterfield or their designee at closing (under common control), with a principal address of 490 Route 63, Chesterfield, New Hampshire 03443 (hereinafter the "Buyer"). The Department and Buyer are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

This Agreement relates to the sale of real estate consisting of approximately 9.77± acres of vacant land located northerly of Old County Road, and westerly of NH Route 63 in the Town of Chesterfield, County of Cheshire, New Hampshire (the "Property") More particularly being the Property acquired for the Chesterfield S-264(1), S-7927 Project, identified in Land File No.5278, and as further described by Warranty Deed, recorded on January 07, 1970, at the Cheshire County Registry of Deeds in Book 806, Page 96.

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 northerly of Old County Road, and westerly of NH Route 63 in the Town of Chesterfield, New Hampshire, consisting of 9.77± acres 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 9.77± acre, as shown on **EXHIBIT 1:** Chesterfield S-264(1), S-7927 Plan, and **EXHIBIT 2:** Chesterfield Tax Map 4A, Lot 20.
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of \$29,000 (**TWENTY-NINE THOUSAND DOLLARS**) due at closing. The Department will also assess an administrative fee of \$1,100 (**ONE THOUSAND, ONE HUNDRED DOLLARS**), which will be due at closing. The sum balance at closing will be \$30,100 (**THIRTY THOUSAND ONE HUNDRED DOLLARS**).
- 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 25-035 on September 29, 2025, pending the Governor and Executive Council approval. The following sale conditions must be satisfied prior to closing.
 - 1.4.1 The Buyer shall be responsible for obtaining all local and state land use approvals precedent to the closing.
- 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

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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 for, 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. The Town will be responsible to record the Deed at the Cheshire County Registry of Deeds, and provide 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.

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2. **Buyer's Contingencies:** The Buyer's obligation to Close on the acquisition of the Property shall be subject to the following contingencies, the failure to satisfy any one of which shall give the Buyer any of the options set forth below and, in addition, the right to withdraw from this Agreement, after which the Buyer shall have no further obligation to the Department.
- 2.1. **Title: Time being of the essence,** upon execution of this Agreement by the Parties, the Buyer may perform a title examination of the Property within fifteen (15) days, to be reasonably satisfied that title to the Property is marketable and insurable. If upon examination of the title it is found not marketable or insurable, after identifying to the Department in writing any apparent title defects and providing the Department reasonable opportunity to cure them, this agreement may be rescinded at the option of the Buyer or Department and all deposits shall be refunded to the Buyer, provided that written notice is delivered within the said time frame, **time being of the essence.** If no notice is given within said time frame, then any objections to the title are waived.
3. **Representations and Warranties of the Buyer.** The Buyer hereby represents and warrants that:
- 3.1 The execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been duly authorized by such action as necessary. This Agreement constitutes the legal, valid, and binding agreement of the Buyer, enforceable against the Buyer by its terms subject only to the conditions set out in this Agreement.
- 3.2 Subject to the conditions set out in this Agreement, neither the execution nor delivery by the Buyer of this Agreement, the performance by the Buyer of its obligations in connection with the transactions contemplated hereby, nor the fulfillment by the Buyer of the terms or conditions hereof conflicts with, violates or results in a breach of any constitution, law, charter, ordinance or governmental regulation applicable to the Buyer, or conflicts with, violates or results in a breach of any term or condition of any judgment or decree, or any agreement or 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

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hereby, or which, in any way, questions or may adversely materially affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Buyer in connection with the transactions contemplated hereby.

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

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

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- 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

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relationship of principal and agent, employment, partnership, joint venture, or any other relationship other than independent parties.

- 5.10 **Survival of Agreement.** The agreements, covenants, and representations contained herein shall survive the execution and delivery of this Agreement.
- 5.11 **Waivers.** Failure on the part of any Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver of any such Party's rights hereunder. No waiver at any time of any provision hereof by any Party shall be construed as a waiver of any other provision hereof or a waiver at any subsequent time of the same provision.
- 5.12 **No Rights Conferred Upon Others.** Except as expressly set out herein, nothing in this Agreement shall be construed as giving any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government, other than the Parties hereto, their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 5.13 **Preservation of Rights.** Nothing herein or in any related Agreement shall limit or be construed to limit in any way rights or remedies the Buyer may have for the collection of real property taxes under the law unless expressly set forth herein.
- 5.14 **Time of the Essence.** The Parties agree that time is of the essence in the performance of their respective obligations under this Agreement.
- 5.15 **Good Faith and Fair Dealing.** Unless expressly stated otherwise in this Agreement, whenever a party's consent or approval is required under this Agreement, or whenever a party shall have the right to give an instruction or request another party to act or to refrain from acting under this Agreement, or whenever a party must act or perform before another party may act or perform 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.

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- 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: Chesterfield S-264(1), S-7927 Plan

EXHIBIT 2: Chesterfield Tax Map 4A, Lot 20.

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AS, Me

BUYER:

TOWN OF CHESTERFIELD

By: Francis J. Shippee Date: 5/27/26

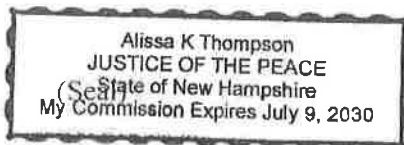
Printed: Fran Shippee

Chair of the Select Board, Town of Chesterfield
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

Signed or attested before me on the 27th day of May, 2026.

Alissa Thompson
Justice of the Peace/Notary Public



My Commission Expires: 7/9/2030

By: Mary Ewell Date: 5/27/26

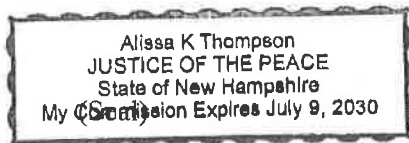
Printed: Mary Ewell

Chair of the Select Board, Town of Chesterfield
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

Signed or attested before me on the 27th day of May, 2026.

Alissa Thompson
Justice of the Peace/Notary Public



My Commission Expires: 7/9/2030

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BUYER(S) INITIALS FS, ME

BUYER:

TOWN OF CHESTERFIELD

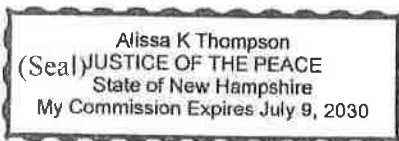
By: *Gary Winn* Date: 5/27/2026

Printed: Gary Winn
Select Board Member, Town of Chesterfield
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

Signed or attested before me on the 27th day of May, 2026.

Alissa Thompson
Justice of the Peace/Notary Public



My Commission Expires: 7/9/2030

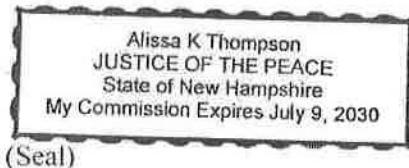
By: *Michelle Hilger* Date: 6-10-2026

Printed: Michelle Hilger
Select Board Member, Town of Chesterfield
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

Signed or attested before me on the 10th day of June, 2026.

Alissa Thompson
Justice of the Peace/Notary Public



(Seal)

My Commission Expires: 7/9/2030

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BUYER:

TOWN OF CHESTERFIELD

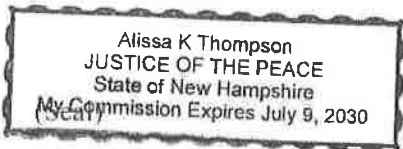
By: *[Signature]* Date: 5/27/2026

Printed: ~~Brad Rosecoe~~ **ROSCOE**
Select Board Member, Town of Chesterfield
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

Signed or attested before me on the 27th day of May, 2026.

Alissa Thompson
Justice of the Peace/Notary Public



My Commission Expires: 7/9/2030

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SELLER:

STATE OF NEW HAMPSHIRE

By: Eric G. Sargent

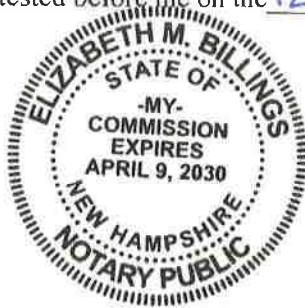
Date: 6-12-2026

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 12 day of June, 2026.



Elizabeth Billings
Justice of the Peace/Notary Public

(Seal)

My Commission Expires: April 9 2030

SELLER(S) INITIALS E/S

BUYER(S) INITIALS YOS, Me

From: Town Admin <townadmin@nhchesterfield.com>
Sent: Tuesday, March 17, 2026 8:23 AM
To: Allen, Emily
Cc: Selectman-A; Billings, Elizabeth
Subject: RE: Sale of State-Owned Land in Chesterfield (Tax Map 4A Lot 20)

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The Town voted to purchase the piece of property. Please let me know what the next steps are.

Thank you,
Alissa Thompson, MPA
Town Administrator
Town of Chesterfield
PO Box 175
Chesterfield, NH 03443
(603) 363-4624 ext 13.

From: Allen, Emily <Emily.E.Allen@dot.nh.gov>
Sent: Wednesday, March 11, 2026 1:54 PM
To: Town Admin <townadmin@nhchesterfield.com>
Cc: Selectman-A <Selectman-a@nhchesterfield.com>; Billings, Elizabeth <Elizabeth.M.Billings@dot.nh.gov>
Subject: Re: Sale of State-Owned Land in Chesterfield (Tax Map 4A Lot 20)

Good afternoon Alissa,

I am reaching out to let you know that your request with the Department has been transferred from me being the agent assigned over to my fellow agent Elizabeth (Liz) Billings. She will be your main point of contact from this point forward. I have cc'd her, so you have her email. Her phone number is 603-271-3987.

As we are in March 2026 now, is there a scheduled date for the Town meeting to approve the Town's interest in the parcel?

Please let me know if you have any questions or concerns.

Thank you,

Emily Allen
Property Agent | NHDOT
emily.e.allen@dot.nh.gov

PO Box 175
Chesterfield, NH 03443



603-363-4624
www.nhchesterfield.com

October 7, 2025

New Hampshire Department of Transportation
Emily Allen, Property Agent
PO Box 483
Concord, NH 03302-0483

RE: Sale of State-Owned Land in Chesterfield (Tax Map 4A Lot 20)

Dear Ms. Allen:

The Town of Chesterfield is interested in purchasing the 9.77 +/- acres located on the westerly side of Route 63 and Spofford Lake (Tax Map 4A Lot 20). The Town will need to seek approval of this purchase at Town meeting in March 2026.

I will reach out to you after Town meeting to let you know if the purchase was approved. If you have any questions please feel free to give me a call or email.

Thank you,

Alissa Thompson
Alissa Thompson
Town Administrator

RE: Chesterfield - Old County Road (Tax Map 4A Lot 20) - Letter of Interest to NHHFA

From Andrew Cadorette <acadorette@nhhfa.org>

Date Mon 9/15/2025 3:46 PM

To Allen, Emily <Emily.E.Allen@dot.nh.gov>

Cc Shannon.M.Donnelly <Shannon.M.Donnelly@dot.nh.gov>; Rhiannon Black <rblack@nhhfa.org>

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Hello Emily. NH Housing will be passing on this lot in Chesterfield.

Thank you again for sharing.

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: Allen, Emily <Emily.E.Allen@dot.nh.gov>

Sent: Thursday, September 4, 2025 2:34 PM

To: Andrew Cadorette <acadorette@nhhfa.org>

Cc: Shannon.M.Donnelly <Shannon.M.Donnelly@dot.nh.gov>

Subject: Chesterfield - Old County Road (Tax Map 4A Lot 20) - Letter of Interest to NHHFA

Hi Andy,

Attached is a Letter of Interest Sent today to NHHFA regarding 9.77 +/- acres of vacant land in the Town of Chesterfield.

Please let me know if you have any questions or concerns.

Thank you,

Emily Allen

Property Agent

Department of Transportation

Bureau of Right of Way

Email: Emily.E.Allen@dot.nh.gov

Phone: (603) 271-4267

7 Hazen Drive, P.O. Box 483

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LRCP 25-035

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

FROM: *EAS* Eric G. Sargent
Administrator

DATE: September 4, 2025

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

SUBJECT: Sale of State-Owned Land in Chesterfield
RSA 4:39-c

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

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department) requests approval to dispose of 9.77 +/- acres of State-owned land, located northerly of Old Country Road and westerly of NH Route 63 and Spofford Lake, in the Town of Chesterfield, County of Cheshire. The Department will enter into a listing agreement for a one-year term with HKS Associates Inc., with a listing price of \$29,000. The Department will also assess an administrative fee of \$1,100, pursuant to RSA 4:40, III-A. The Department will allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The Department is currently processing the disposal of a parcel of State-owned land spanning northerly from the end of Old Country Road and on the westerly side of Route 63 and Spofford Lake in the Town of Chesterfield, identified as Tax Map 4A Lot 20. The parcel was acquired in 1969 by the State of New Hampshire for the Chesterfield S-264(1), S-7927 Project, for the construction of New Hampshire Route 63. The State acquired a total of 9.77 +/- acres for \$3,900.00, from The Colony Estate, Book 806, Page 96, recorded on January 7, 1970, in the Cheshire County Registry of Deeds.

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

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

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 2 (Cheshire and Sullivan Counties) were sent a request to submit a market analysis for the subject property. The approved realtor shall receive a real estate commission based on the breakdown listed below.

- 1% above \$4,000,001.00
- 2% from \$3,000,001.00 to \$4,000,000.00
- 3% from \$2,000,001.00 to \$3,000,000.00

- 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

Based on this request, the Department received responses from the following two firms.

HKS Associates, Inc	
17 Dunbar Street	\$29,000.00
PO Box 651	
Keene, NH 03431	

H.G. Johnson Real Estate	
17 Elm Street, Suite B202	\$70,000.00
Keene, NH 03431	

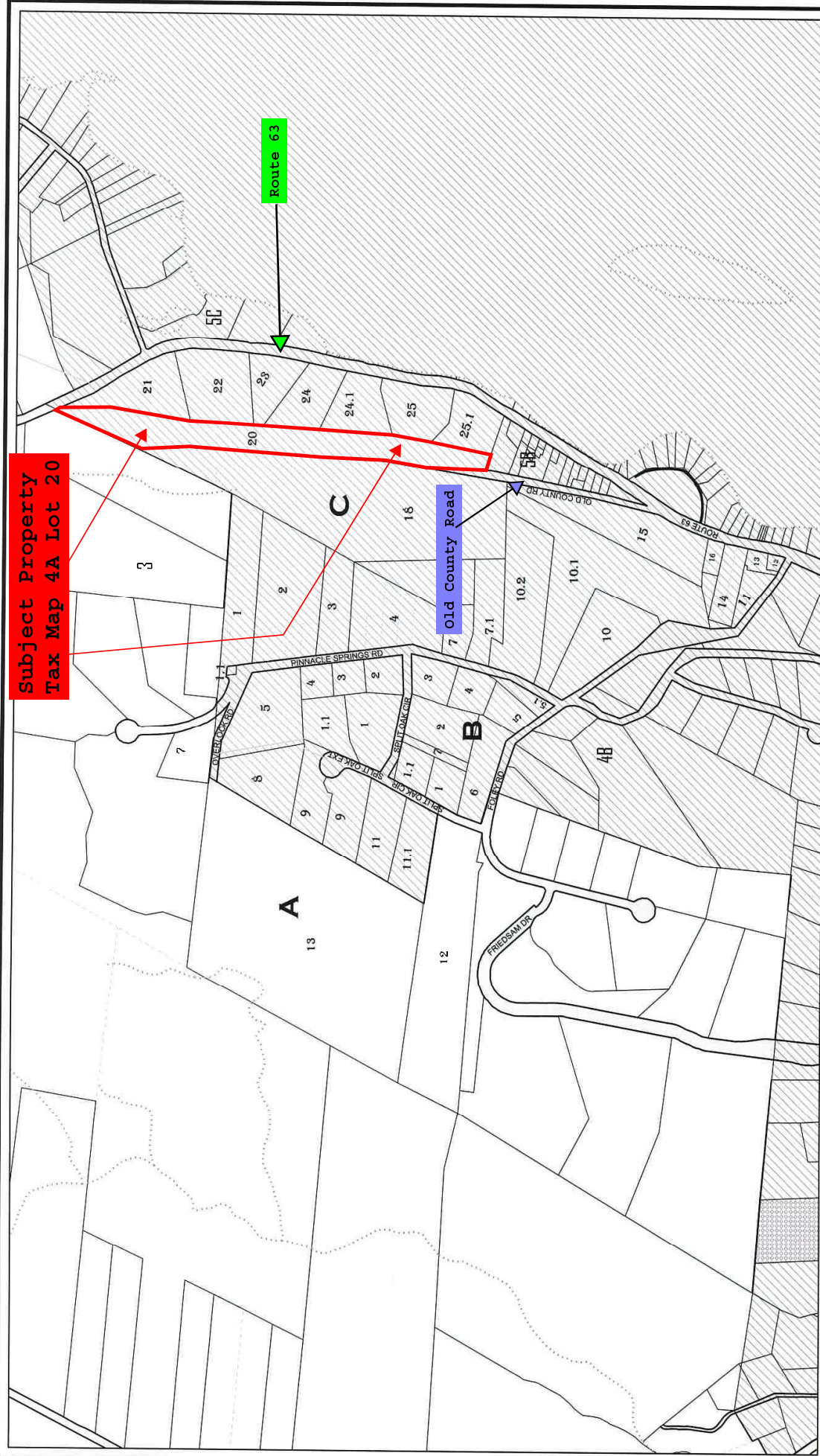
The Pre-Qualification Committee reviewed the above information and determined that \$29,000 was an appropriate value for this property and selected HKS Associates Inc. to market the property on behalf of the Department.

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

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

The Department is respectfully requesting authorization to sell the subject parcel, as outlined above.

EGS/EEA
Attachments



Subject Property
Tax Map 4A Lot 20

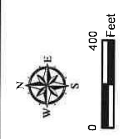
Old County Road

Route 63



Zoning Districts
Commercial/Industrial
Residential
Rural/Agricultural

Legend
Municipal Boundaries
Parcel Boundaries
Roadway
Stream or Waterbody
Original Parcel Boundaries
Utility Corridor



Town of Chesterfield, NH

Tax Property Map #4A

Chesterfield
S-264(1), S-7927
Route 63

Subject Parcel
Tax Map 4A Lot 20

Route 63

Old County Road

