



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
October 1, 2026

Requested Action

Pursuant to RSA 4:39-c and 228:31, authorize the Bureau of Right-of-Way (Bureau), to sell 445.60 ± acres of State-owned vacant land situated on the easterly side of the North-South Local Road in the Town of Conway, County of Carroll. The sale will be directly to the Town of Conway (Town), which has agreed to purchase the land at a fair market value of \$355,000. 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 Federal Payback Funds, Federal Aid Funds, and 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 Aid Funds	\$250,275
94% of Parcels 187, 203, & 209	
04-096-096-960015-0000-UUU-409279	FY 2027
Highway Funds	\$15,975
6% of Parcels 187, 203, & 209	
4-096-096-963015-3049-405215	FY 2027
Federal Payback Funds	\$88,750
100% of Parcel 1114	
Total:	\$356,100

Explanation

The Bureau received a request from the Town to acquire four (4) parcels of State-owned land consisting of 445.60 ± acres. The parcels were acquired for the Conway Bypass Project, 11339B. The subject parcels are identified in the Town of Conway as Tax Map 235, Lots 56 & 102, Tax Map 230, Lot 122, and Tax Map 245, Lot 29.2. The following are the parcels that are part of the request from the Town:

- **Parcel 187** - acquired in 2001 from FRNC LLC by Condemnation, recorded April 25, 2001, at the Carroll County Registry of Deeds, in Book 1918, Page 828. The State acquired a 243.00 ± acre lot. Parcel 187 is a part of the current Conway Tax Map 235 Lot 102.
- **Parcel 203** – acquired in 2000 from the Ralph Hans Junge Revocable Trust of 1984 by Warranty Deed dated December 20, 2000, recorded January 3, 2001, at the Carroll County Registry of Deeds, in Book 1899, Page 370. The State acquired 3.00 ± acres. Parcel 203 is part of the current Conway Tax Map 235 Lot 56.
- **Parcel 209** – acquired in 2001 from Sonnhilde Saunders by Warranty Deed dated March 21, 2001, recorded March 26, 2001, at the Carroll County Registry of Deeds in Book 1911, Page 861. The State acquired a 52.60 ± acre lot. Parcel 209 is part of the current Conway Tax Map 230 Lot 122.
- **Parcel 1114** - acquired in 2007 from Redstone Properties Inc., by Warranty Deed dated March 20, 2007, recorded on March 26, 2007, at the Carroll County Registry of Deeds, in Book 2614, Page 0411. The State acquired a 147.00 ± acre lot. Parcel 1114 is part of the current Conway Tax Map 245 Lot 29.2.

The Department has deemed this parcel surplus to its 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 State will retain 30 feet for the State-owned railroad corridor to match current railroad Right-of-Way (ROW) width in the area. At the eastern end of parcel PID 245-29.2 (Redstone), the railroad property extends an additional 30 feet to the subject side of the corridor; therefore, the State will consider extending the same 30 feet northwesterly along that lot up to Pudding Pond. Once conveyed, access to the subject property would be restricted to crossing the State-owned railroad corridor and would be subject to license agreements (crossing agreements, etc.).
- The Requestor shall work with a reputable Land Steward and/or the Town's Conservation Commission, providing that the properties are encumbered with conservation easements upon conveyance to ensure that the sites will retain the intended design and function as a mitigation area in perpetuity as established under the NHDOT Conway 11339 project, as the property was purchased as mitigation land for the Conway Bypass project (11339B & 11339E):
 - See Memorandum of Agreement (MOA) between the State of New Hampshire, by its Department of Transportation, and the Town of Conway, dated January 21, 2025. The MOA references the properties acquired by the DOT to serve as mitigation land to offset the impacts of the Conway 11339B Bypass Project, to wit:

“WHEREAS, the State of New Hampshire does not have the resources to manage the PROPERTIES until such time as the Bypass is constructed, and

WHEREAS, the Town, through its Conservation Commission, is willing and able to undertake the management of the PROPERTIES until their ownership status is resolved; a number of terms and provisions were established and agreed upon.”

- The MOA also notes the Redstone Quarry property contains historic features as well as archaeology that may make it eligible for the National Register of Historic Places.

At the Long-Range Capital Planning and Utilization Committee meeting on January 12, 2026, the Committee approved the request (LRCP 25-044), authorizing the Bureau to proceed with the sale of 445.60 ± acres of State-owned land. The sale price is set at the market value of \$355,000, 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.

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 under the conditions noted above.

Respectfully,

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

David M. Rodrigue, P.E.
Commissioner

DMR/eem

PURCHASE AND SALES AGREEMENT

This **PURCHASE AND SALES AGREEMENT** ("Agreement") is made as of the 2nd day of June, 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 Conway** or their designee at closing (under common control), with a principal address of P.O. Box 2680, 23 Main Street, Conway, New Hampshire 03818 (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 445.60 +/- acres of vacant land located on the easterly side of North-South Local Road in the Town of Conway, County of Carroll, State of New Hampshire (the "Property"). More particularly being a portion of the properties acquired for the Conway Bypass Project (11339B) shown as described below:

- **Parcel 187** - acquired in 2001 from FRNC LLC by Condemnation, recorded April 25, 2001, at the Carroll County Registry of Deeds, in Book 1918, Page 828. The State acquired a 243.00 +/- acre lot. Parcel 187 is a part of the Current Conway Tax Map 235 Lot 102.
- **Parcel 203** - acquired in 2000 from the Ralph Hans Junge Revocable Trust of 1984 by Warranty Deed dated December 20, 2000, recorded January 3, 2001, at the Carroll County Registry of Deeds, in Book 1899, Page 370. The State acquired 3.00 +/- acres of land. Parcel 203 is part of the Current Conway Tax Map 235 Lot 56.
- **Parcel 209** - acquired in 2001 from Sonnhilde Saunders by Warranty Deed dated March 21, 2001, recorded March 26, 2001, at the Carroll County Registry of Deeds in Book 1911, Page 861. The State acquired 52.60 +/- acres of land. Parcel 209 is part of the Current Conway Tax Map 230 Lot 122.
- **Parcel 1114** - acquired in 2007 from Redstone Properties Inc., by Warranty Deed dated March 20, 2007, recorded on March 26, 2007, at the Carroll County Registry of Deeds, in Book 2614, Page 0411. The State acquired 147.00 +/- acres of land. Parcel 1114 is part of the Current Conway Tax Map 245 Lot 29.2

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 easterly of the North-South Local Road in the Town of Conway, New Hampshire, consisting of 445.60 +/- 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.

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- 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.

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 445.60 +/- acres, as shown on **EXHIBIT 1:** Conway Bypass Project 11339B Plan and **EXHIBIT 2:** Town of Conway Tax GIS Map
- 1.2. **Purchase Price:** The Buyer shall acquire the Property for the sum of THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$355,000) due at closing. The Department will also assess a \$1,100 administrative fee. The balance at closing will be a sum of THREE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED DOLLARS (\$356,100).
- 1.3. **Payment of Purchase Price:** The purchase price shall be paid in full by the Buyer, by certified check or bank check, made out to "Treasurer State of New Hampshire", and presented to the Department at the closing and conveyance of the Property to the Buyer.
- 1.4. **Conditions of sale:** The Property is being sold "AS IS, WHERE IS, and WITH ALL FAULTS," with the sale conditions approved by the Long-Range Capital Planning and Utilization Committee on January 12, 2026, pending the Governor and Executive Council approval. The following sale conditions must be satisfied prior to closing.
 - 1.4.1. The Requestor will be responsible for obtaining all local and state land use approvals before closing.
 - 1.4.2. The State will retain 30' feet for the State-owned railroad corridor to match current railroad Right-of-Way (ROW) width in the area. At the Eastern end of parcel PID 245-29.2 (Redstone) the railroad property has an additional 30' feet to the subject side of the corridor and therefore

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consideration of extending the same 30' feet northwesterly along that lot up to Pudding Pond. There will be restrictions on crossing the State-owned railroad corridor to access the subject property once conveyed and would be subject to license agreements (crossing agreements, etc.) (EXHIBIT 3)

1.4.3. The Requestor shall work with a reputable Land Steward and/or the Town's Conservation Commission, providing that the properties are encumbered with conservation easements upon conveyance to ensure that the sites will retain the intended design and function as a mitigation area in perpetuity as established under the NHDOT Conway 11339 project as the property was purchased as mitigation land for the Conway Bypass project (11339B & 11339E).

- See Memorandum of Agreement between the State of New Hampshire, by its Department of Transportation and the Town of Conway, dated January 21, 2025. This MOA references the properties acquired by the DOT to serve as mitigation land to offset the impacts of the Conway 11339B Bypass Project and that:

"WHEREAS, the State of New Hampshire does not have the resources to manage the PROPERTIES until such time as the Bypass is constructed, and WHEREAS, the Town, through its Conservation Commission, is willing and able to undertake the management of the PROPERTIES until their ownership status is resolved, A number of terms and provisions were established and agreed upon (See MOA)."

- The MOA also notes the Redstone Quarry property contains historic features as well as archaeology that may make it eligible for the National Register of Historic Places.

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

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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.
- 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.

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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.

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

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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: Conway Bypass Project 11339B Plan

EXHIBIT 2: Town of Conway GIS Map

EXHIBIT 3: Right-of-Way and Track Map, MTN.DIV. V17-08

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BUYER:

By: John Eastman

Date: 5/19/26

Printed: John Eastman

Town Manager, Town of Conway

Duly Authorized

STATE OF NEW HAMPSHIRE

COUNTY OF CARROLL

Signed or attested before me on the

19th

day of

MAY

, 2026.

Justice of the Peace/Notary Public

HOLLY L. WHITELAW

NOTARY PUBLIC - State of New Hampshire

My Commission Expires
March 12, 2030

(Seal)

My Commission Expires: _____

SELLER:

STATE OF NEW HAMPSHIRE

By: Eric G. Sargent

Date: 6-2-2026

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 2nd day of June, 2026.

Justice of the Peace/Notary Public

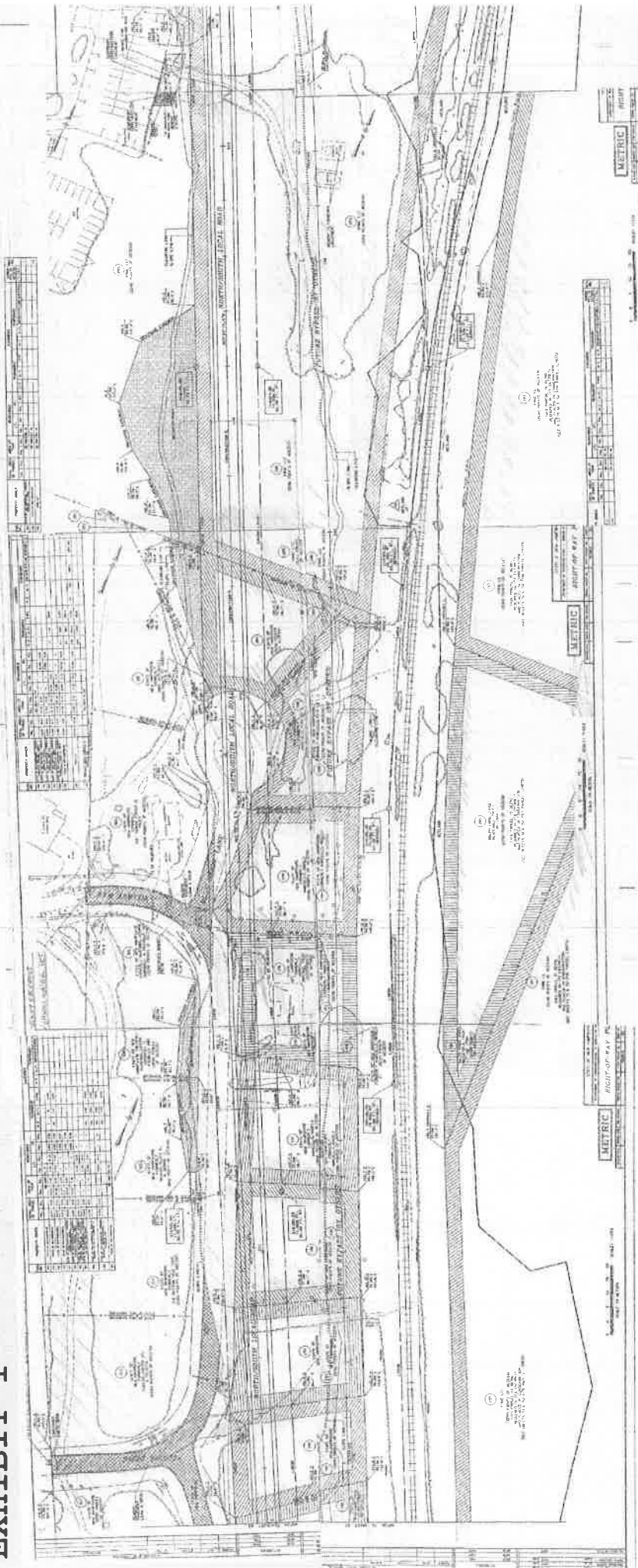


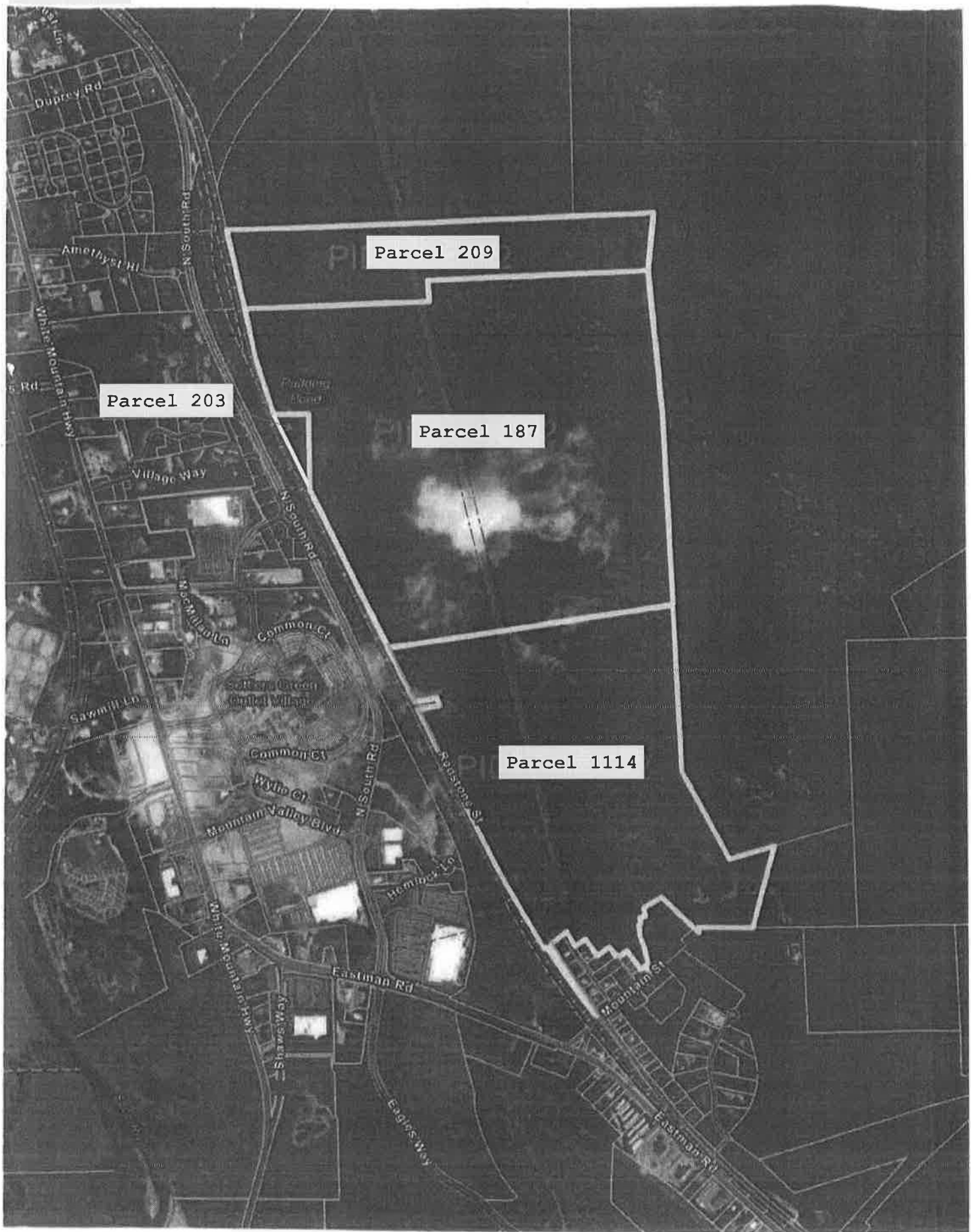
My Commission Expires: March 13, 2029

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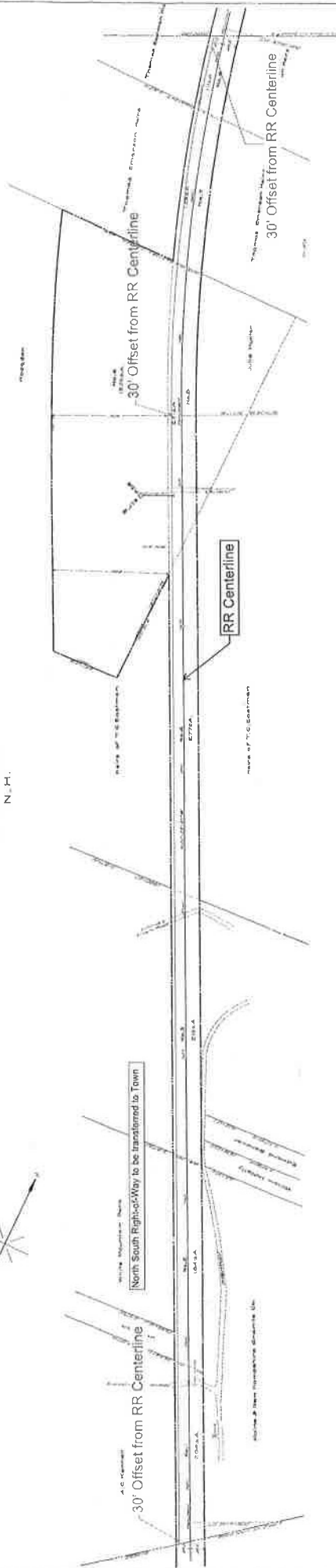
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EXHIBIT 1





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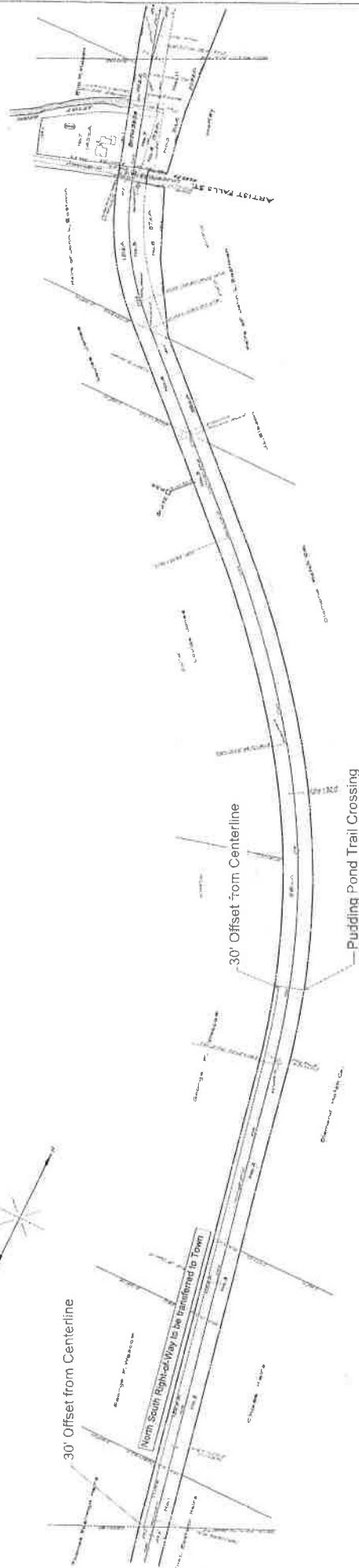


Railroad 30' Offset
North-South Road
Mountain Division Railroad Corridor
Conway, NH
Valuation Section 17, Sheet 8
Date: 2-4-2026

RIGHT-OF-WAY AND TRACK MAP
THE PORTLAND & OGDENSBURY RY.
Operated by the
MAINE CENTRAL RAILROAD COMPANY
STATION MASTERS TO ORDER DELIVER
JUNE 30, 1936
Sketch 1-1-36
OFFICE OF CIVIL ENGINEERING
PORTLAND, MAINE

EXHIBIT 3

C O N W A Y



Railroad 30' Offset
North-South Road
Mountain Division Railroad Corridor
Canway, NH
Valuation Section 17, Sheet 9
Date: 2-2-2006

RIGHT-OF-WAY AND TRACK MAP
THE PORTLAND & OGDENSBURY RR.
MAINE CENTRAL RAILROAD COMPANY
STATION: PORTLAND TO STATION: 2-MY-40
Scale: 1" = 100'
OFFICE OF CHIEF ENGINEER
PORTLAND, MAINE

State of N. H. of 1891 and 1892 (copy of the original & subsequent
amended from survey made in 1891 and 1892)
John P. Smith
John P. Smith
John P. Smith



Approved by the
Long Range Capital Planning and Utilization Committee
January 12, 2026

LRCP 25-044

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

FROM: Eric G. Sargent
Administrator

DATE: November 18, 2025

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

SUBJECT: Sale of State-Owned Land in Conway
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 445.60 +/- acres of State-owned land located on the easterly side of North-South Local Road in the Town of Conway, County of Carroll. The sale will be direct to the Town of Conway (Requestor) for \$355,000. 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 Department is processing the request for the Requestor, as referenced above. The subject parcels are identified in the Town of Conway as Tax Map 235, Lots 56 & 102, Tax Map 230, Lot 122, and Tax Map 245, Lot 29.2. The four parcels of vacant land were acquired for the Conway Bypass Project 11339B. The breakdown of the parcels is as follows:

- **Parcel 187** - acquired in 2001 from FRNC LLC by Condemnation, recorded April 25, 2001, at the Carroll County Registry of Deeds, in Book 1918, Page 828. The State acquired a 243.00 +/- acre lot. Parcel 187 is a part of the Current Conway Tax Map 235 Lot 102.
- **Parcel 203** – acquired in 2000 from the Ralph Hans Junge Revocable Trust of 1984 by Warranty Deed dated December 20, 2000, recorded January 3, 2001, at the Carroll County Registry of Deeds, in Book 1899, Page 370. The State acquired 3.00 +/- acres of land. Parcel 203 is part of the Current Conway Tax Map 235 Lot 56.
- **Parcel 209** – acquired in 2001 from Sonnhilde Saunders by Warranty Deed dated March 21, 2001, recorded March 26, 2001, at the Carroll County Registry of Deeds in Book 1911, Page 861. The State acquired a 52.60 +/- acre lot. Parcel 209 is part of the Current Conway Tax Map 230 Lot 122.

- **Parcel 1114** - acquired in 2007 from Redstone Properties Inc., by Warranty Deed dated March 20, 2007, recorded on March 26, 2007, at the Carroll County Registry of Deeds, in Book 2614, Page 0411. The State acquired a 147.00 +/- acre lot. Parcel 1114 is part of the Current Conway Tax Map 245 Lot 29.2

After a Department 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 Requestor will be responsible for obtaining all local and state land use approvals before closing.
- The State will retain 30' feet for the State-owned railroad corridor to match current railroad Right-of-Way (ROW) width in the area. At the Eastern end of parcel PID 245-29.2 (Redstone) the railroad property has an additional 30' feet to the subject side of the corridor and therefore consideration of extending the same 30' feet northwesterly along that lot up to Pudding Pond. There will be restrictions on crossing the State-owned railroad corridor to access the subject property once conveyed and would be subject to license agreements (crossing agreements, etc.)
- The Requestor shall work with a reputable Land Steward and/or the Town's Conservation Commission, providing that the properties are encumbered with conservation easements upon conveyance to ensure that the sites will retain the intended design and function as a mitigation area in perpetuity as established under the NHDOT Conway 11339 project as the property was purchased as mitigation land for the Conway Bypass project (11339B & 11339E).
 - See Memorandum of Agreement between the State of New Hampshire, by its Department of Transportation and the Town of Conway, dated January 21, 2025. This MOA references the properties acquired by the DOT to serve as mitigation land to offset the impacts of the Conway 11339B Bypass Project and that:

“WHEREAS, the State of New Hampshire does not have the resources to manage the PROPERTIES until such time as the Bypass is constructed, and WHEREAS, the Town, through its Conservation Commission, is willing and able to undertake the management of the PROPERTIES until their ownership status is resolved, A number of terms and provisions were established and agreed upon (See MOA).”

- The MOA also notes the Redstone Quarry property contains historic features as well as archaeology that may make it eligible for the National Register of Historic Places.

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 September 29, 2025, was concluded to be \$355,000.

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 1 (Carroll, Coos, and Grafton County) will be sent a request to submit a market analysis for the subject property. The selected realtor shall receive a real estate commission based on the breakdown listed below.

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

Pursuant to RSA 204-D:2, the Department solicited interest from the New Hampshire Housing Finance Authority and received a letter of no interest.

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

EGS/EEA
Attachments

RE: Conway - Pudding Pond Conversation Parcels - Letter of Interest to NHHFAA

From Andrew Cadorette <acadorette@nhhfa.org>

Date Mon 10/20/2025 9:28 AM

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 property.

Thank you 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: Friday, October 17, 2025 1:46 PM

To: Andrew Cadorette <acadorette@nhhfa.org>

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

Subject: Conway - Pudding Pond Conversation Parcels - Letter of Interest to NHHFAA

Hi Andy,

Attached is a Letter of Interest Sent on 10/07/25 to NHHFA regarding 445.60 +/- acres of vacant land in the Town of Conway.

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
Concord, NH, 03302-0483

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subject to archiving and review by someone other than the intended recipient such as technical
support and/or management personnel. -----

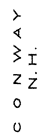


Parcel 209

Parcel 203

Parcel 187

Parcel 1114



30' Offset from RR Centerline

White Mountain Park
North South Right-of-Way to be transferred to Town

Maine & New Hampshire Granite Co.

Haire of T. C. Eastman

RR Centerline

30' Offset from RR Centerline

with an 1.58×10^6

NOTE FINANCES

**Railroad 30' Offset
North-South Road
Mountain Division R
Conway, NH
Valuation Section 1
Date: 2-4-2026**

RIGHT-OF-WAY AND TRACK MAP
THE PORTLAND & OGDENSBURG RY.
operated by the
MAINE CENTRAL RAILROAD COMPANY
STATION 2638+0 TO STATION 2630+00
Scale... 1" = 100'
JUNE 30, 1961
OFFICE OF CHIEF ENGINEER
PORTLAND, MAINE.

**MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NEW
HAMPSHIRE, BY ITS DEPARTMENT OF TRANSPORTATION AND THE
TOWN OF CONWAY**

This MOA is made in duplicate this 21 day of January 2023 by and between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT", and the Town of Conway, New Hampshire, hereinafter called the "TOWN".

WITNESSETH:

WHEREAS, the DEPARTMENT owns certain parcels of land within the Town of Conway [Tax map 245 lot 29.2, Redstone Quarry, tax map 235, lot 102 & tax map 230, lot 122 (also tax map 235 lot 56), Pudding Pond] (see Attachment 1), hereinafter called the "PROPERTIES", which were acquired by the DEPARTMENT to serve as mitigation land to offset the impacts of the proposed Conway Bypass Project (Project No. 1 1339B), and

WHEREAS, the State of New Hampshire does not have the resources to manage the PROPERTIES, and

WHEREAS, the TOWN, through its Conservation Commission, is willing and able to undertake the management of the PROPERTIES until their ownership status is resolved,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to abide by the following terms and provisions herein set forth.

Section 1. The TOWN will manage the PROPERTIES in accordance with the statutory authority and responsibility of the Conway Conservation Commission as provided for in RSA Sections 36-A:2 and 36 A:4 and the bylaws of the Commission.

Section 2. The parties agree that the PROPERTIES uses shall be restricted to only natural resource conservation, wildlife management and recreation. The Redstone Quarry property contains historic features as well as archaeology that may make it eligible for the National Register of Historic Places. The TOWN is encouraged to consider restoration/preservation of the Redstone Quarry when considering uses for this property.

Section 3. From time to time, the TOWN may adopt rules and regulations for the appropriate use of the PROPERTIES in accordance with the provisions of this MOA.

Section 4. The parties agree to the following:

- a. The TOWN will not convey its rights under this MOA to any third party.
- b. There shall be no construction or placement, either above ground or below ground, of buildings, roads, billboards, or other structures (other than those related to management of the public's use of the land; e.g., informational kiosks, gates, signs posting acceptable or prohibited uses) unless approved by the DEPARTMENT. For construction or

placement of any features on the Redstone Quarry property, prior approval of the DEPARTMENT in concert with the NH Division of Historical Resources is required.

- c. The TOWN shall preserve and allow the existing uses on the PROPERTIES including non-motorized trails as generally depicted in Attachment 1. The TOWN shall also continue to permit the use of the Corridor 19 Snowmobile Trail as depicted in Attachment 1.
- d. With the exception of authorized snowmobile trails, motorized or off-road vehicle (ORV) use is prohibited. Authorized TOWN staff and or contractors of the TOWN may use motorized vehicles in the course of official activities.
- e. Hunting shall be allowed as for other Town Conservation Lands and as permitted by the laws of the State of New Hampshire.
- f. With the prior approval of the DEPARTMENT, the TOWN may undertake forest management activities including timber removal and sale. Such activities shall be intended solely to promote forest and wildlife habitat improvement. Upon completion of logging activities, the DEPARTMENT shall be entitled to claim up to 30% of the logs produced for use as firewood at the DOT Patrol Shed 301 located at 308 Eaton Road in Conway. To the extent possible such logs shall be low-grade wood suitable for firewood.

The TOWN shall be entitled to the proceeds from the sale of the remaining timber to be used for the costs associated with the ongoing management of the PROPERTIES.

Section 5. This MOA is intended solely as a land management agreement, and nothing herein shall be construed as creating an easement, restriction, encumbrance, or other property interest for the benefit of the public or any private party in or upon the PROPERTIES.

Section 6. Nothing in this MOA shall require the TOWN to expend funds in excess of appropriations approved by law. It is further understood and agreed between the DEPARTMENT and the TOWN that neither the DEPARTMENT, nor the Federal Highway Administration, will be responsible for any expenses or costs incurred by the TOWN under this MOA.

Section 7. The TOWN will periodically inspect the PROPERTIES and monitor public use and access.

Section 8. No provision of this MOA shall be modified without the express written approval thereof by the DEPARTMENT and the TOWN

Section 9. The TOWN shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the TOWN or its subcontractors in the performance of this MOA. Notwithstanding the foregoing, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity of the STATE or the DEPARTMENT, which immunity is hereby reserved.

Section 10. All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first-class mails at the following addresses, unless a party has been notified of a change of address:

DEPARTMENT

William J. Cass

Commissioner, NHDOT

PO Box 483

Concord, NH 03302-0483

TOWN

John Eastman

Town Manager Town of Conway PO Box 2680

Conway, NH 03818

Section 11. This MOA shall be effective for the period of twelve (12) months from the date of signature by the DEPARTMENT. The agreement can be renewed each year by mutual agreement of the parties to this MOA. An annual letter notification from the Conway Selectmen expressing their approval of a one-year rollover option will be required to extend the contract another twelve (12) months.

Section 12. This MOA may be terminated with or without cause by either party by giving ninety (90) days written notice to the other party by the methods described in Section 10 of this agreement.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Conway,
New Hampshire, on this 21 day of January 2025, and the Department of
Transportation on this 6 day of January 2025

NEW HAMPSHIRE DEPARTMENT OF TOWN OF CONWAY
TRANSPORTATION

By: William J. Cass
William J. Cass
Commissioner

By: Mary Seavey
Mary Seavey, Chairman, Board of Selectmen

Carl Thibodeau
Carl Thibodeau, Vice Chair Selectmen

John Colbath
John Colbath, Selectmen

Steve Porter
Steve Porter, Selectmen

Ryan Shepard
Ryan Shepard, Selectmen

ATTACHMENT 1

1000 0 1000 2000 Feet



Key:

Non-motorized trails



North

