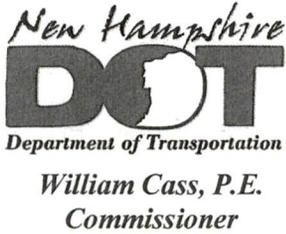


Jan



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



David Rodrigue, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
August 19, 2025

REQUESTED ACTION

1. Pursuant to RSA 4:39-c, authorize the New Hampshire Department of Transportation (Department) to sell a parcel of State-owned land directly to Pete Pyrzanowski-Charland (Buyer), for \$28,000, with the Department assessing an additional administrative fee of \$1,100. The parcel, consisting of 0.46 +/- acres of unimproved land, is located on the westerly side of Hodge Hill Road in the Town of Lisbon, County of Grafton. The subject parcel is identified at Tax Map U7 Lot 24.
2. The Department further requests authorization to compensate Badger, Peabody, and Smith Realty from the proceeds of the sale, a 6% commission fee of \$1,680 for real estate services, effective upon Governor and Executive Council approval.

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

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2026</u>
Administrative Fee	\$1,100
04-096-096-963015-3049-405215	<u>FY 2026</u>
Federal Payback (100% of \$26,320)	\$26,320

EXPLANATION

The Department is processing the disposal of 0.46 +/- acres of vacant land in the Town of Lisbon as described above. The parcel was originally acquired for the Bath-Lisbon, MGS-STP-NHS-F-T-033-1(18), 10425 Project. The subject parcel was identified as Parcel 113 and was acquired in 2000 from Sherwood & Constance Cox and recorded at the Grafton County Registry of Deeds in Book 2455, Page 277. The State acquired 0.46 +/- acres of improved land for \$21,000. The subject parcel is identified as an independent lot of record.

This request was reviewed by the Department and was determined to be surplus to the Department's operational needs. The sale will include the following conditions:

- The buyer shall be responsible for obtaining all local and state approvals, including but not limited to subdivision approval.
- The Parcel will be sold "as is, where is" with no additional conditions.

At the Long-Range Capital Planning and Utilization Committee (The Committee) meeting held on February 24, 2025, the request (LRCP 25-007) was approved, authorizing the Department to enter into a listing agreement with Badger, Peabody, and Smith Realty to sell the subject parcel for \$30,000 and assess an administrative fee of \$1,100. The Committee's approval authorized the Department to compensate the Realtor a 6% commission fee from the sale proceeds.

The Realtor marketed the property and brought all offers to the Department for consideration. On July 23, 2025, the Department entered into a Purchase and Sale Agreement with Pete Pyrzanowski-Charland for \$28,000, with an additional assessed administrative fee of \$1,100.

Pursuant to RSA 4:39-c, the Department formally solicited interest from the Town of Lisbon and received a letter of no interest.

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

The Department respectfully requests authorization to sell the parcel and compensate the Realtor, as noted above.

Respectfully,



William J. Cass, P.E.
Commissioner

WJC/EEA
Attachments

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



(EFFECTIVE DATE)
EFFECTIVE DATE is defined in Section 23 of this Agreement.

1. THIS AGREEMENT made this 15th day of July, 2025 between
The State of New Hampshire ("SELLER") of
City/Town State Zip
and Pete Pyrzanowski-Charland
("BUYER") of 189 Springfield Road, 6
City/Town Westfield State MA Zip 01085

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in
City/Town of Lisbon located at 41 Hodge Hill Rd Tax Map U7 Lot 24, Parcel 113
NH, 03585
County NH-Grafton Book 2455 Page 277 Date 03/29/2000 ("PROPERTY").

3. The SELLING PRICE is twenty-eight thousand Dollars \$28,000.00
A DEPOSIT in the form of Check, ACH or Cash is to be held in an escrow account by
eXp Realty Badger Peabody Smith Realty ("ESCROW AGENT"). BUYER [] has delivered, or [X] will deliver to the ESCROW
AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of
\$2,800.00. BUYER agrees that an additional deposit of earnest money in the amount of \$
0 will be delivered on or before N/A. If BUYER fails to deliver
the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The
remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of
\$25,200.00.

07/21/25
2:52 PM EDT
dotloop verified

4. DEED: Marketable title shall be conveyed by a Quitclaim deed, and shall be
free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before 10/31/2025 at TBD
or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free
of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in
the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be
delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: N/A

07/21/25

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM
within hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
Jason Cape of Badger Peabody & Smith Realty
is a [X] seller agent [] buyer agent [] facilitator [] disclosed dual agent*

Nick DeMers of eXp Realty | Northwoods Property Team
is a [] seller agent [X] buyer agent [] facilitator [] disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual
Agency Informed Consent Agreement.
[] NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated
buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against
fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be
paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their
former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded
if any such loss exceeds \$

SELLER(S) INITIALS [EGS] BUYER(S) INITIALS [PP]

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

N/A - The State is tax exempt.

11. PROPERTY INCLUDED: All Fixtures Land Only



12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas, Arsenic and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD: Before 1978, paint containing lead may have been used in structures. Exposure to lead from the presence of flaking, chalking, chipping lead paint or lead paint dust from friction surfaces, or from the disturbance of intact surfaces containing lead paint through unsafe renovation, repair or painting practices, or from soils in close proximity to the building, can present a serious health hazard, especially to young children and pregnant women. Lead may also be present in drinking water as a result of lead in service lines, plumbing and fixtures. Tests are available to determine whether lead is present in paint or drinking water.

Disclosure Required YES NO

PFAS: Poly - and perfluoroalkyl substances: (PFAS) are found in products that are used in domestic, commercial, institutional and industrial settings. These chemical compounds have been detected at levels that exceed federal and/or state advisories or standards in wells throughout New Hampshire, but are more frequently detected at elevated levels in southern New Hampshire. Testing of the water by an accredited laboratory can measure PFAS levels and inform a buyer's decision regarding the need to install water treatment systems.

Flood: Properties in coastal areas and along waterways may be subject to increased risk of flooding over time. A standard homeowners insurance policy typically does not cover flood damage. The buyer is encouraged to determine whether separate flood insurance is required and consult the Federal Emergency Management Agency's flood maps (FEMA.GOV) in order to determine if the property is in a designated flood zone.

13. Waterfront Property. Buyers of Waterfront Property may be required to obtain a septic evaluation prior to closing. Buyers should perform due diligence on this issue.

14. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES

BY INITIALING HERE:

15. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

SELLER(S) INITIALS ETS / _____ BUYER(S) INITIALS PP / _____

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include: a. General Building, b. Sewage Disposal, c. Water Quality, d. Radon Air Quality, e. Radon Water Quality, f. Lead Paint, g. Pests, h. Hazardous Waste, i., j.

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:

- (a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or
(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:
1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or
2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY. BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING
HERE: [Signature] [Signature]

16. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

Table with 4 columns: TYPE OF INSPECTION, YES, NO, RESULTS TO SELLER. Rows include: a. Restrictive Covenants of Record, b. Easements of Record/Deed, c. Park Rules and Regulations, d. Condominium documentation per N.H. RSA 356- B:58, e. Co-op/PUD/Association Documents, f. Availability of Property/Casualty Insurance, g. Availability and cost of Flood Insurance

If such review is unsatisfactory, BUYER must notify SELLER in writing within 14 days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

17. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

SELLER(S) INITIALS [Signature]

BUYER(S) INITIALS [Signature]

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



18. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. FINANCING: This Agreement (is) (is not) contingent upon BUYER obtaining financing under the following terms: AMOUNT N/A TERM/YEARS N/A RATE N/A MORTGAGE TYPE N/A

Cash Sale

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency. BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within x calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by N/A ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

SELLER(S) INITIALS

BUYER(S) INITIALS

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

WIRE FRAUD ALERT. Sophisticated criminals are targeting the email accounts of real estate agents, title companies, settlement attorneys and others to generate fake wire transfer instructions designed to divert closing funds to the criminals. The emails are professionally created and look real. Buyer and Seller should not send personal information such as social security numbers, bank account numbers or credit card numbers except through secure email or personal delivery of the information. **Buyer and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number.** Seller *RS* Buyer *PP*

20. ADDITIONAL PROVISIONS:

1. This Agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council, pursuant to RSA 4:39-c.

2. The State of NH will assess and administrative fee of \$1,100 pursuant to RSA 4:40 III-a, **due at closing.**



CONCESSIONS:

[Empty box for concessions]

PROFESSIONAL FEE:

Seller shall pay to Buyer's Firm a commission equal to 2.5% of the gross sales price, to be disbursed at closing.

[Empty box for professional fee details]

21. ADDENDA ATTACHED: Yes No

SELLER(S) INITIALS *RS*

BUYER(S) INITIALS *PP*

PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form



22. CHOICE OF LAW AND VENUE: The parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.

23. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

Pete Pyznanski-Cherland
BUYER DATE/TIME
dotloop verified
07/15/25 2:17 PM EDT
WAWO-36Z5-MBQE-VUUT

BUYER DATE/TIME

189 Springfield Road, 6
MAILING ADDRESS

MAILING ADDRESS

Westfield, MA 01085
CITY STATE ZIP

CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

Eric J. Hart 7-23-2025/8:40AM
SELLER DATE/TIME

SELLER DATE/TIME

MAILING ADDRESS

MAILING ADDRESS

CITY STATE ZIP

CITY STATE ZIP



NEW HAMPSHIRE
HOUSING

Rob Dapice
Executive Director/CEO
rdapice@nhhfa.org

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

MAR 28 2025

RECEIVED

March 25, 2025

Adam Smith, Assistant Administrator
Bureau of Right of Way
New Hampshire Department of Transportation
JO Morton Building, Room 100
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

RE: Sale of State-Owned Land in Lisbon
Bath-Lisbon, STP-NHS-F-T-033-1(18),10425

Dear Mr. Smith:

New Hampshire Housing Finance Authority is not interested in purchasing the properties located in Lisbon, described in your letter of February 27, 2025.

We would like to thank you for giving us the opportunity to review this parcel.

Sincerely,

Robert B. Dapice
Executive Director/CEO

Enclosures



Ref Letter to Lisbon NH on Sale of State Property

From Selectman Scott Champagne <selectmanchampagne@lisbonnh.org>

Date Mon 3/3/2025 4:20 PM

To emily.e.allen@dot.nh.gov <emily.e.allen@dot.nh.gov>

Cc Krystle Dow - Administrative Assistant <adminassistant@lisbonnh.org>; Town Clerk/Tax Collector <townclerk@lisbonnh.org>; Selectman Arthur Boutin <selectmanboutin@lisbonnh.org>; Selectman Brian Higgins <selectmanhiggins@lisbonnh.org>

EXTERNAL EMAIL WARNING! This email originated outside of the New Hampshire Executive Branch network. Do not open attachments or click on links unless you recognize the sender and are expecting the email. Do not enter your username and password on sites that you have reached through an email link. Forward suspicious and unexpected messages by clicking the Phish Alert button in your Outlook and if you did click or enter credentials by mistake, report it immediately to helpdesk@doit.nh.gov!

ref Bath-Lisbon, STP-NHS-F-T-033-1(18), 10425

We Have received your letter dated February 27th 2025 regarding sale of State on NH owned property along Hodge Hill in Lisbon NH. The Town is NOT interested in purchasing any of these properties. Good luck with the sales.

Thank you

Scott M. Champagne
Chairman
Lisbon Board of Selectmen

Approved by the Long Range Capital Planning
and Utilization Committee February 24, 2025

LRCP 25-007

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

FROM: *ES*
Eric Sargent
Administrator

DATE: January 31, 2025

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

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

TO: The Honorable Chair,
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The New Hampshire Department of Transportation (Department), pursuant to RSA 4:39-c, requests approval to dispose of seven parcels of State-owned land. Four parcels are located on the easterly side of Hodge Hill Road and the remaining three are located on the westerly side of Hodge Hill Road in the Town of Lisbon, County of Grafton, totaling an acreage of 3.83 +/-.

- Parcel 109 (U7/57) – is 0.47 +/- of an acre
- Parcel 110 (U7/58) – is 0.509 +/- of an acre
- Parcel 111 (U7/59) – is 0.62 +/- of an acre
- Parcel 113 (U7/24) – is 0.49 +/- of an acre
- Parcel 113A (U7/25) – is 0.50 +/- of an acre
- Parcel 114 (U7/23) – is 0.84 +/- of an acre
- Parcel 115 (U7/22) – is 0.40 +/- of an acre

The Departments appraised value for the individual parcels are between the price range of \$19,000 to \$20,000 per lot. The Department will enter into a listing agreement for a one-year term with Badger, Peabody, and Smith Realty. The subject properties are unimproved vacant land, with a listing price as detailed below. The Department will assess an administrative fee of \$1,100 pursuant to RSA 4:40, III-A, per sale. The Department will allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

Listing Price Breakdown:

- Lots 57, 58, 59 (Parcels 109, 110, & 111) to be listed and marketed as a combined sale at \$88,500
- Lots 22, 23, 24, 25 (Parcels 113, 113A, 114, & 115) to be listed and marketed as a combined sale at \$110,000

The Department would also like to market the lots individually and simultaneously in conjunction with the two (2) combined cluster listings. The listing price breakdown for each lot would be the following:

- Lot 22 - \$32,000
- Lot 23 - \$39,000

- Lot 24 - \$30,000
- Lot 25 - \$32,000
- Lot 57 - \$34,000
- Lot 58 - \$34,000
- Lot 59 - \$36,000

EXPLANATION

The Department is currently processing the disposal of two (2) clusters of contiguous parcels of State-owned land located on the westerly and easterly sides of Hodge Hill Road. The first cluster contains three (3) contiguous parcels along the west side of Hodge Hill Road consisting of Parcels 109, 110 and 111, (Lots 57, 58 and 59). The second cluster consists of four (4) contiguous parcels along the east side of Hodge Hill Road consisting of Parcels 114, 115, 113 and 113A (Lots 22, 23, 24 and 25), two of which (Parcels 114 and 115) also front the south side of Pearl Lake Road, in the Town of Lisbon. The parcels were acquired in 1998 and 2000 as part of the Bath-Lisbon, STP-NHS-F-T-033-1(18), 10425 Project. The State of New Hampshire acquired the parcels as referenced and provided as follows:

- **Parcels 109 & 110** – acquired in 2000 from Vito A. & Yvette Tedesco, Book 2459, Page 878. The State acquired 0.92 +/- acres of Improved land for \$34,650. Parcels 109 and 110 are a part of the current Lisbon Tax Map U7 Lots 57 and 58.
- **Parcel 111** – acquired in 1998 from Martin Traverse, Book 2316, Page 627. The State acquired 0.64 +/- acres of Improved land for \$25,000. Parcel 111 is a part of the current Lisbon Tax Map U7, Lot 59.
- **Parcel 113** – acquired in 2000 from Sherwood & Constance Cox, Book 2455, Page 277. The State acquired 0.46 +/- acres of Improved land for \$21,000. Parcel 113 is a part of the current Lisbon Tax Map U7, Lot 24.
- **Parcel 113A** – acquired in 2000 from Robert & Lorraine Tubbs, Book 2459, Page 877. The State acquired 0.50 +/- acres of Improved land for \$30,000. Parcel 113A is a part of the current Lisbon Tax Map U7, Lot 25
- **Parcels 114 & 115** – acquired in 1998 from Arther & Joyce Tyler, Book 2291 Page 811. The State acquired 1.27 +/- acres of Improved land for \$71,000. Parcels 114 & 115 are a part of the current Lisbon Tax Map U7, Lots 22 & 23.

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

- The parcels will be sold "as is, where is" with no additional conditions.
- The Buyer will be responsible for obtaining all local and state land use approvals before closing.

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), pre-qualified Realtors in Region 1 (Carroll, Coos and Grafton 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.

- 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 one firm:

Badger Peabody & Smith	\$30,000 - \$39,000
P.O. Box 750	Single-Lots:
2633 White Mountain Highway	Lot 22 - \$32,000
North Conway, NH 03860	Lot 23 - \$39,000
	Lot 24 - \$30,000
	Lot 25 - \$32,000
	Lot 57 - \$34,000
	Lot 58 - \$34,000
	Lot 59 - \$36,000
	Combined Lots:
	Lots 22 & 23 - \$65,000 to \$70,000
	Lots 24 & 25 - \$55,000 to \$60,000
	Lots 57 & 58 - \$60,000 to \$65,000
	Lots 58 & 59 - \$60,000 to \$65,000
	Lots 57, 58, & 59 - \$87,000 to \$92,000
State Appraisal	\$19,000 - \$20,000
	Parcel 115 (Lot 22) - \$19,000
	Parcel 114 (Lot 23) - \$19,000
	Parcel 113 (Lot 24) - \$19,000
	Parcel 113A (Lot 25) - \$19,000
	Parcel 109 (Lot 57) - \$20,000
	Parcel 110 (Lot 58) - \$20,000
	Parcel 111 (Lot 59) - \$20,000

The Pre-Qualification Committee reviewed the above information and determined that the listing prices above were the appropriate values for the properties and selected Badger, Peabody, and Smith Realty to market the property, on behalf of the Department.

Pursuant to RSA 4:39-c, the Department will solicit interest from the Town of Lisbon. 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 parcels, as outlined above.

EGS/EEA/
Attachments



EXCLUSIVE LISTING AGREEMENT/DESIGNATED AGENCY
New Hampshire Association of REALTORS® Standard Form

This is a Legally Binding Contract. If Not Understood, Legal, Tax or Other Counsel Should Be Consulted Before Signing.

1. The undersigned seller(including owner, heirs, personal representatives, administrators and assigns), State of New Hampshire DOT ("SELLER"), hereby gives the undersigned Badger Peabody & Smith Realty/Littleton ("FIRM"), on this date, April 3, 2025, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at Hodge Hill Road, Lisbon NH owned by SELLER consisting of Multiple Parcels Vacant, and including any other property, real or personal, subsequently added thereto, recorded in the Grafton County Registry of Deeds in Book See 9 Page See 9 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ See 9. Additional Provisions on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent.

2. Commissions are not set by law and are fully negotiable. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at said price, or upon another price and terms to which SELLER may agree:
(a) SELLER agrees to provide compensation to the listing FIRM in the amount of \$ N/A or 6.00 % of the contract price or lease amount.
(b) YES NO - SELLER agrees to provide compensation in the amount of \$ or % of the contract price or lease amount to a firm working in any capacity with a BUYER.
(c) X YES NO - SELLER agrees to provide compensation as detailed in Section 9 - Additional Provisions.

Any commission due shall be based on either X the gross contract price or the net contract price (gross contract price less amounts paid on behalf of buyer such as closing costs, points, etc.as specified in the Purchase & Sales Agreement).

3. THIS AGREEMENT SHALL BE IN EFFECT from April 4, 2025, through April 3, 2026. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase & Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the MLS Prime Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within two business days (or within one business day after publicly marketing a "residential" property) which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 6 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase & Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or N/A.

4. DESIGNATED AGENCY. This FIRM practices designated agency. This means that SELLER will be appointed a specific agent(s) who will represent SELLER in this transaction and who will owe SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. Only the SELLER'S designated agent(s) will represent SELLER. All other agents in FIRM will not represent SELLER and may represent a potential buyer. By signing this agreement, SELLER consents to designated agency and the appointment of Jason Cape as SELLER'S designated agent(s).

5. DISCLOSED DUAL AGENCY. SELLER acknowledges that real estate agents may represent both the buyer and seller in a transaction but only with the knowledge and written consent of both the buyer and seller. If the agent obtains written consent to represent both SELLER and the buyer, there is a limitation on agent's ability to represent either party fully and exclusively. Information obtained within the confidentiality and trust of the fiduciary relationship with one party must NOT be disclosed to the other party without prior written consent of the party to whom the information pertains.

If SELLER would like the property shown to buyers who are also represented by the FIRM, the potential for dual agency exists.

X SELLER hereby consents to dual agency showings. SELLER will be asked to sign a separate Dual Agency Informed Consent Agreement prior to considering an offer to purchase the property.

Handwritten signature and date 4-3-2025

SELLER DATE SELLER DATE

X At this time, SELLER does not consent to dual agency showings.

SELLER DATE SELLER DATE

Not applicable - FIRM does not practice dual agency.

6. DUTIES OF SELLER. SELLER acknowledges duty to disclose to FIRM all pertinent information about the PROPERTY, adverse or otherwise, and SELLER understands that all such information will be disclosed by FIRM to potential purchaser. SELLER hereby agrees to hold FIRM harmless from any claims which may result from SELLER'S failure to disclose such information about the PROPERTY. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Listing Agreement and the Property Disclosure, and the closing, SELLER will immediately notify the potential purchaser and FIRM of the same in writing. SELLER authorizes the disclosure by FIRM of information concerning the contemplated transaction to the MLS, closing agent and lender, if any, for verification and compliance purposes. SELLER shall cooperate with agent(s) of FIRM and other firms.

7. SCOPE OF SERVICES. SELLER acknowledges that FIRM is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. SELLER is hereby advised to seek professional advice concerning the condition of the Property and legal and tax matters. It is understood and agreed by SELLER that FIRM may provide names of service providers or products as one of a number of choices available to SELLER. FIRM shall not be liable for any action, inaction, failure, negligence, error or omission of a service provider or product.

Initials HS Seller Jc FIRM

EXCLUSIVE LISTING AGREEMENT/DESIGNATED AGENCY
New Hampshire Association of REALTORS® Standard Form



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8. SPECIALCONDITIONS-SELLER agrees:

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A For Sale sign may be placed on the property.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property will be advertised and marketed at FIRM'S discretion.
<input type="checkbox"/> Yes <input type="checkbox"/> No	A key to the building will be on file with FIRM.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FIRM must be present for all showings.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Exterior pictures of the property may be taken.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Interior pictures of the property may be taken.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Video/virtual tour photography is allowed at FIRM'S discretion.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FIRM may disclose existence of other offers.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property listing data may be submitted to MLS and may be used for comparables.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property address may be displayed on public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER'S name may be submitted to any electronic data base or MLS that may be accessed by persons other than SELLER'S broker.
If "Yes" is checked above:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Property documents, excluding the Seller Disclosure Statement may be submitted to any electronic data base or MLS that may be accessed by: agents other than SELLER'S broker and members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Seller Disclosure Statement may be submitted to any electronic database or MLS that may be accessed by: agents other than SELLER'S broker and members of the public.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	MLS members may display an automated estimate of the market value (also known as an automated valuation model "AVM") of this listing in immediate conjunction with this listing on MLS members' public websites.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MLS members may provide a means to write comments or reviews (also known as blogging) about this listing in immediate conjunction with this listing on MLS members' public websites.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SELLER authorizes FIRM to disclose that SELLER is willing to consider offering concessions in a manner agreed upon between FIRM and SELLER.

9.

ADDITIONALPROVISIONS:

Seller agrees and acknowledges that Firm will communicate a Seller Contribution of 2.5% of the Gross Sale Price as an offer of Compensation to a Firm having procured and working with a Buyer. Such Fee will be paid from the full fee as noted in section 2(a).	
Broker and Seller agree to market the 7 parcels as two clusters per the State of New Hampshire, Department of Transportation Letter, dated January 13, 2025, titled "Sale of State-Owned Land in Lisbon." (Attached) . Property information will not be entered into MLS or otherwise marketed to the general public until ready for proper presentation, but no more than 7 days from listing. Broker and Firm may introduce property to it's current customers and clients. Cluster 1 will list at \$88,500 including Lot 57, 58 - Bk 2459, Pg 0878 - Lot 59 Bk 2316 Pg 0627. Cluster 2 will list at \$110,000 and include Lot 22,23 Bk 2291 Pg 0811, Lot 24 Bk 2455 Pg 0277, Lot 25 Bk 2459 Pg 0877.	
Individual Lot Price - 57, \$34,000 - 58, \$34,000 - 59, \$36,000 - 22, \$32,000 - 23, \$39,000 - 24, \$30,000 - 25, \$32,000	

10. I have read this contract IN ITS ENTIRETY. I understand that this is a binding contract and that I should seek independent legal advice if I have any questions or concerns.

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO AGE, RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, MARITAL STATUS, GENDER IDENTITY OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

SELLER ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY FIRM THAT PROFESSIONAL SERVICES FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.

[Signature] 4-3-2025
SELLER State of New Hampshire DOT DATE

SELLER DATE

7 Hazen Drive
ADDRESS

ADDRESS

Concord NH 03302-0483
CITY STATE ZIP

CITY STATE ZIP

Badger Peabody & Smith Realty/Littleton
FIRM

DocuSigned by:
Jason Cape sales Associate 4/4/2025
BY Jason Cape TITLE DATE

11 Riverglen Lane, Suite 200
ADDRESS

Littleton New Hampshire 03561
CITY STATE ZIP



Tax Map U7 Lot 24

Town of Lisbon, NH

1 inch = 68 Feet



www.cai-tech.com

July 24, 2025



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