



22- 7/29/26
The State of New Hampshire
Department of Transportation



David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Right-of-Way
July 6, 2026

Requested Action

1. Authorize the Bureau of Right-of-Way(Bureau) to sell a parcel of State-owned land directly to Birchwood Homes LLC (buyer), for \$215,000 with the Bureau assessing an administrative fee of \$1,100. The parcel, consisting of 0.53 ± acres of improved land, is located on the easterly side of Hawk Road in the Town of Conway in the County of Carroll. The subject parcel is identified as a portion of Tax Map 219 Lot 260.1 (previously Tax Map 219 Lot 255).
2. The Bureau further requests authorization to compensate Pinkham Realty (Pinkham Realty) from the proceeds of the sale a 5% commission fee of \$10,750 for real estate services, effective upon Governor and Executive Council approval.

The improved 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 84% Federal Payback and 16% Federal Funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	FY 2027 \$1,100
04-096-096-963015-3049-405215 Federal Payback Funds (84% of 204,250)	FY 2027 \$171,570
04-096-096-963515-3054-401771 Federal Aid Funds (16% of 204,250)	FY 2027 \$32,680

Explanation

The Bureau is processing the disposal of 0.53± acres of improved land in Conway as described above. The improvement on the parcel consists of a single-family residence in severe disrepair due to age and unuse. The property was boarded up after a long history of vandalism. This parcel was acquired for the Conway Bypass Project 11339B. The following is the parcel requested from the Buyer:

- Parcel 226 was acquired in 2005 from Linda J. Farley and Marilyn Watson-Etsell by Warranty Deed dated February 16, 2005, and recorded on March 14, 2005, at the Carroll County Registry of Deeds in Book 2395 Page 886. The State acquired 0.53 +/- acres of land for \$175,000.00. Parcel 226 is part of the

current Conway Tax Map 219, Lot 260.1 (previously Tax Map 219, Lot 255)

This request was reviewed by the Department of Transportation and was determined to be surplus to its 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 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 Parcel will be sold "AS IS, WHERE IS, and WITH ALL FAULTS."
- The parcel is encumbered by an easement for the Town of Conway's Multi-Use Path.

At the meeting of the Long-Range Capital Planning and Utilization Committee on March 16, 2026, the request (LRCP 26-005) was approved, authorizing the Bureau to enter into a listing agreement with a pre-qualified realtor, 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) to sell the property at fair market value with a listing price of no less than the current tax assessed value of \$177,550.00, and assess an administrative fee of \$1,100. The Committee's approval authorized the Department to compensate the realtor a 5% commission from the sale proceeds.

The Bureau's Pre-Qualification Committee reviewed the current tax assessed values and the submitted comparative market analyses and determined that a value of \$209,900.00 was an appropriate fair market value for this property and selected Pinkham Realty to market the property, on behalf of the Bureau.

Pinkham Realty marketed the property and brought all offers to the Bureau for consideration. On May 18, 2026, the Bureau entered into a Purchase and Sale Agreement with Birchwood Homes LLC for \$215,000.00, not including the administrative fee of \$1,100.

Pursuant to RSA 4:39-f, the Bureau formally solicited interest from the Town of Conway and received a letter of no 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 sell the parcel and compensate the Realtor, as noted above.

Respectfully,



David M. Rodrigue, PE
Commissioner

DMR/eem

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 17 day of May, 2026 between
NH DOT
 _____ ("SELLER") of 7 Hazen Drive
 City/Town Concord, State nh Zip 03301
 and Birchwood Homes LLC, Birchwood Homes LLC

_____, _____ ("BUYER") of 15 Mathes Cove Road
 City/Town Durham, State NH Zip 03824

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in
 City/Town of Conway located at 29 Hawk Road
 County NH-Carroll Book 2395 Page 0886 Date 05/05/2026 ("PROPERTY").

3. The **SELLING PRICE** is Two hundred fifteen thousand and 00/100 Dollars \$ 215,000.00

A DEPOSIT in the form of Check, is to be held in an escrow account by Pinkham Real Estate ("ESCROW AGENT"). BUYER ☐ has delivered, or ☒ will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$ 4,000.00. BUYER agrees that an additional deposit of earnest money in the amount of \$ 0.00 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 \$ 211,000.00.

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 08/31/2026 at Summit Title
 _____ 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: _____

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:

Felicia and Jared Perkins of Duston Leddy Real Estate
 is a ☐ seller agent ☒ buyer agent ☐ facilitator ☐ disclosed dual agent*

Greydon Turner of Pinkham Real Estate
 is a ☒ seller agent ☐ 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 \$ 5,000.00.

SELLER(S) INITIALS FLS / BUYER(S) INITIALS BHL / BHL

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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.

11. PROPERTY INCLUDED: All Fixtures _____

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: BHL BHL

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 HS / BUYER(S) INITIALS BHL / BHL

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TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	☐	☒	within _____ days	f. Lead Paint	☐	☒	within _____ days
b. Sewage Disposal	☐	☒	within _____ days	g. Pests	☐	☒	within _____ days
c. Water Quality	☐	☒	within _____ days	h. Hazardous Waste	☐	☒	within _____ days
d. Radon Air Quality	☐	☒	within _____ days	i. _____	☐	☐	within _____ days
e. Radon Water Quality	☐	☒	within _____ days	j. _____	☐	☐	within _____ days

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: BHL BHL

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

	YES	NO		YES	NO
a. Restrictive Covenants of Record	☒	☐	d. Condominium documentation per N.H. RSA 356- B:58	☐	☒
b. Easements of Record/Deed	☒	☐	e. Co-op/PUD/Association Documents	☐	☒
c. Park Rules and Regulations	☐	☒	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 7 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 AS

BUYER(S) INITIALS BHL / BHL

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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 _____ TERM/YEARS _____ RATE _____ MORTGAGE TYPE Cash

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 __ 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 _____ ("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 EHS / _____

BUYER(S) INITIALS BHL / BHL

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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 _____ Buyer BHL BHL

20. ADDITIONAL PROVISIONS:

This agreement is a binding contract and shall become effective upon the approval of the Governor and Council, pursuant to RSA 4:39-c. The State of NH will assess an administrative fee of \$1,100, pursuant to RSA 4:30 III-a, which purchaser shall provide at closing. The property will be conveyed as is, where is, and with all faults.

CONCESSIONS:

PROFESSIONAL FEE:

Seller agrees to pay a buyer agency commission equal to one and one-half percent (1.5%) of the purchase price to Buyer's Broker at closing.

21. ADDENDA ATTACHED: ☐ Yes ☒ No _____

SELLER(S) INITIALS ECS / _____

BUYER(S) INITIALS BHL / BHL

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- 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.

Birchwood Homes LLC 05/17/2026, 08:53:06 AM EDT
BUYER DATE/TIME

Birchwood Homes LLC 05/17/2026, 08:55:16 AM EDT
 BUYER DATE/TIME

15 Mathes Cove Road

MAILING ADDRESS

15 Mathes Cove Road

MAILING ADDRESS

Durham NH 03824		
CITY	STATE	ZIP

Durham NH 03824		
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.

SELLER 5-18-2026
DATE/TIME

SELLER _____ / DATE/TIME _____

7 Hazen Drive

MAILING ADDRESS

MAILING ADDRESS

Concord nh 03301		
CITY	STATE	ZIP

CITY STATE ZIP

SELLER(S) INITIALS *ELW*

BUYER(S) INITIALS BHL / BHL

**ADDENDUM
TO THE PURCHASE AND SALES AGREEMENT**



This 1st Addendum to the Purchase and Sales Agreement with an effective date of May 18, 2026 between
State of New Hampshire, Department of Transportation ("SELLER"), and
Birchwood Homes LLC ("BUYER"), for
the property located at 29 Hawk Road, Conway,
hereby agree to the following:

The parcel is encumbered by a perpetual easement for the Town of Conway's Multi-Use Path as stated in the property disclosure.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect. The aforementioned Purchase and Sales Agreement, together with this Addendum (and all prior addenda, if any), constitute the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersede any agreements and understandings prior to the date hereof, whether written or oral, and may not be amended except in a writing executed by all parties.

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.

Birchwood Homes LLC 05/24/2026
BUYER DATE / TIME

Birchwood Homes LLC 05/24/2026
BUYER DATE / TIME

Eric G. Sargent 5/26/2026
SELLER Eric G. Sargent, Administrator DATE / TIME
Bureau of Right-of-Way, NHDOT

SELLER DATE / TIME

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
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**TO BE COMPLETED BY SELLER**

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

1. **SELLER:** New Hampshire Department of Transportation

2. **PROPERTY LOCATION:** 29 Hawk Road North Conway NH

3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** ☐ Yes ☒ No

4. **SELLER:** ☐ has ☒ has not occupied the property for ____ years.

5. **WATER SUPPLY** **UNKNOWN**

Please answer all questions regardless of type of water supply.

a. **TYPE OF SYSTEM:** ☐ Public ☐ Private ☐ Seasonal ☒ Unknown
☐ Drilled ☐ Dug ☐ Other

b. **INSTALLATION:** Location: **UNKNOWN**
 Installed By: _____ Date of Installation: _____
 What is the source of your information? _____

c. **USE:** Number of persons currently using the system: _____
 Does system supply water for more than one household? ☐ Yes ☐ No **UNKNOWN**

d. **MALFUNCTIONS:** Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems? **UNKNOWN**
 Pump: ☐ Yes ☐ No ☐ N/A Quantity: ☐ Yes ☐ No
 Quality: ☐ Yes ☐ No ☐ Unknown

If YES to any question, please explain in Comments below or with attachment.

e. **WATER TEST:** Have you had the water tested? ☐ Yes ☐ No Date of most recent test **UNKNOWN**

If YES to any question, please explain in Comments below or with attachment.

Are you aware of any test results reported as unsatisfactory or satisfactory with notations? ☐ Yes ☐ No

If YES, are test results available? ☐ Yes ☐ No

What steps were taken to remedy the problem? _____

COMMENTS: North Conway Water Precinct

6. **SEWAGE DISPOSAL SYSTEM**

a. **TYPE OF SYSTEM:** Public: ☐ Yes ☐ No Community/Shared: ☐ Yes ☐ No
UNKNOWN Private: ☐ Yes ☐ No ☒ Unknown
 Septic Design Available: ☐ Yes ☐ No

b. **IF PUBLIC OR COMMUNITY/SHARED** **UNKNOWN**
 Have you experienced any problems such as line or other malfunctions? ☐ Yes ☐ No
 What steps were taken to remedy the problem? _____

c. **IF PRIVATE:** **UNKNOWN**

TANK: ☐ Septic Tank ☐ Holding Tank ☐ Cesspool ☒ Unknown ☐ Other
 Tank Size _____ Gal. ☐ Unknown ☐ Other
 Tank Type ☐ Concrete ☐ Metal ☒ Unknown ☐ Other
 Location: _____ ☐ Location Unknown. Date of Installation: _____

Date of Last Servicing: _____ Name of Company Servicing Tank: _____

Have you experienced any malfunctions? ☐ Yes ☐ No

COMMENTS: _____

SELLER(S) INITIALS ELS /

BUYER(S) INITIALS BH / BH

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**TO BE COMPLETED BY SELLER**

PROPERTY LOCATION: 29 Hawk Road North Conway NH

d. LEACH FIELD: ☐ Yes ☐ No ☐ Other **UNKNOWN**

IF YES, Location: _____ Size: _____ ☒ Unknown

Date of installation of leach field: _____ Installed By: _____

Have you experienced any malfunctions? ☐ Yes ☐ No

Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? ☐ Yes ☐ No ☒ Unknown

IF YES, has a septic system evaluation been done within 180 days? ☐ Yes ☐ No ☒ Unknown

Date of Evaluation: **UNKNOWN**

Comments: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU, 603-271-3501

7. INSULATION	LOCATION	Yes	No	Unknown	If YES, Type	Amount	Unknown
UNKNOWN	Attic or Cap	☐	☐	☒			☒
	Crawl Space	☐	☐	☒			☒
	Exterior Walls	☐	☐	☒			☒
	Floors	☐	☐	☒			☒

8. **HAZARDOUS MATERIAL** **UNKNOWN**

a. **UNDERGROUND STORAGE TANKS - Current or previously existing:**

Are you aware of any past or present underground storage tanks on your property? ☐ Yes ☐ No ☒ Unknown

IF YES: Are tanks currently in use? ☐ Yes ☐ No

IF NO: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Are you aware of any past or present problems such as leakage, etc? ☐ Yes ☐ No **UNKNOWN**

Comments: _____

If tanks are no longer in use, have the tanks been removed? ☐ Yes ☐ No ☒ Unknown

Comments: _____

b. **ASBESTOS - Current or previously existing:** **UNKNOWN**

As insulation on the heating system pipes or ducts? ☐ Yes ☐ No ☒ Unknown

In the siding? ☐ Yes ☐ No ☒ Unknown

In the roofing shingles? ☐ Yes ☐ No ☒ Unknown

In flooring tiles? ☐ Yes ☐ No ☒ Unknown

Other ☐ Yes ☐ No ☐ Unknown

If YES, Source of information: _____

Comments: _____

c. **RADON/AIR - Current or previously existing:** **UNKNOWN**

Has the property been tested? ☐ Yes ☐ No ☒ Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ No

Are test results available? ☐ Yes ☐ No

Comments: _____

SELLER(S) INITIALS

ELS /

BUYER(S) INITIALS

BH / BH

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form

**TO BE COMPLETED BY SELLER****PROPERTY LOCATION:** 29 Hawk Road North Conway NH**d. RADON/WATER - Current or previously existing:** **UNKNOWN**Has the property been tested? ☐ Yes ☐ No ☒ Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? ☐ Yes ☐ NoAre test results available? ☐ Yes ☐ No Comments: _____**e. LEAD-BASED PAINT - Current or previously existing:**Are you aware of lead-based paint on this property? ☐ Yes ☐ No **UNKNOWN**

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? ☐ Yes ☐ No

Comments: _____

f. Are you aware of any other hazardous materials? ☐ Yes ☐ No **UNKNOWN**

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION**a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?**☐ Yes ☐ No ☒ Unknown If YES, Explain: _____

What is your source of information? _____

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?☐ Yes ☐ No ☒ Unknown If YES, Explain: _____

What is your source of information? _____

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?☐ Yes ☐ No **UNKNOWN** If YES, Explain: _____**d. Are you aware of any problems with other buildings on the property?**☐ Yes ☐ No **UNKNOWN** If YES, Explain: _____**e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?**☐ Yes ☐ No ☒ Unknown If YES, Explain: _____**f. Is this property located in a Federally Designated Flood Hazard Zone?**☐ Yes ☐ No ☒ Unknown Comments: _____**g. Has the property been surveyed?**☐ Yes ☐ No ☒ Unknown If YES, By: _____If YES, is survey available? ☐ Yes ☐ No ☒ Unknown**h. How is the property zoned?** Residential**i. Heating System** Age: Unknown Type: _____ Fuel: _____ Tank Location: _____Owner of Tank: **UNKNOWN**

Annual Fuel Consumption: _____ Price: _____ Gallons: _____

Date system was last serviced and by whom? _____

Secondary Heat Systems: _____

Comments: _____

j. Roof Age: Unknown Type of Roof Covering: **UNKNOWN**

Moisture or leakage: _____

Comments: _____

SELLER(S) INITIALS

BUYER(S) INITIALS

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form

**TO BE COMPLETED BY SELLER**

PROPERTY LOCATION: 29 Hawk Road North Conway NH

- k. Foundation/Basement** ☐ Full ☐ Partial ☐ Other: _____ ☐ Type: _____
 Moisture or leakage: Unknown
 Comments: _____
- l. Chimney(s)** How Many? Unknown Lined? _____ Last Cleaned: _____ Problems? _____
 Comments: _____
- m. Plumbing** Type: Unknown Age: _____
 Comments: _____
- n. Domestic Hot Water** Age: Unknown Type: _____ Gallons: _____
- o. Electrical System** # of Amps Unknown ☐ Circuit Breakers ☐ Fuses
 Comments: _____
 Solar Panels: ☐ Leased ☐ Owned If leased, explain terms of agreement: _____
 Comments: _____
- p. Modifications:** Are you aware of any modifications or repairs made without the necessary permits? ☐ Yes ☐ No
 If Yes, please explain: **UNKNOWN**
- q. Pest Infestation:** Are you aware of any past or present pest infestations? ☐ Yes ☒ No Type: **UNKNOWN**
 Comments: _____
- r. Methamphetamine Production** Do you have knowledge of methamphetamine production ever occurring on the property?
 (Per RSA 477:4-g) ☐ Yes ☒ No If YES, please explain: _____
- s. Air Conditioning** Type: Unknown Age: _____ Date Last Serviced and by whom: _____
 Comments: _____
- t. Pool** Age: _____ Heated: ☐ Yes ☐ No Type: _____ Last Date of Service: _____
 By Whom: **UNKNOWN**
- u. Generator** Portable: ☐ Yes ☐ No Whole House: ☐ Yes ☐ No Kw/Size: _____ Last Date of Service: _____
 If Portable: ☐ Included ☐ Negotiable
 Comments: **UNKNOWN**
- v. Internet** Type Currently Used at Property: **UNKNOWN**
- w. Other** (e.g. Alarm System, Irrigation System, etc.) _____
 Comments: _____

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS

EC

BUYER(S) INITIALS

BH BH

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 29 Hawk Road North Conway NH

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

☐ Yes ☒ No

b. ADDITIONAL COMMENTS:

The property will be sold as is, where is, and with all faults.

The property is encumbered by an easement for the Town of Conway's Multi-Use Path.

ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

SELLER *Eric G. Sargent* DATE 05/06/2026
Bureau of Right-of-Way, NHDOT

SELLER _____ DATE _____

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

Birchwood Homes 05/06/2026
 BUYER DATE

Birchwood Homes 05/06/2026
 BUYER DATE

SELLER(S) INITIALS

ECS

BUYER(S) INITIALS

BH *BH*



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED HAZARDS FOR HOUSING SALES

This Disclosure Form is from the National Lead Information Center under the United States Environmental Protection Agency. This is not a New Hampshire Association of REALTORS® form.

Property Address: 29 Hawk Road, Conway, NH

Lead Warning Statement

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

BHL (c) BHL Purchaser has received copies of all information listed above.

BHL (d) BHL Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☒ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

(f) JP Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	<u>5-11-2026</u>
Seller	Date
<u>Birchwood Homes LLC</u>	<u>05/17/2026</u>
Purchaser	Date
	<u>5/17/26</u>
Agent	Date

Seller	Date
<u>Birchwood Homes LLC</u>	<u>05/17/2026</u>
Purchaser	Date
<u>Felicia Perkins</u>	<u>05/17/2026</u>
Agent	Date

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

LRCP 26-005

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

ECS
FROM: Eric G. Sargent
Administrator

DATE: February 17, 2026

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

SUBJECT: Sale of State-Owned Land in Conway
RSA 4:39-f

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

REQUESTED ACTION

Pursuant to RSA 4:39-f, the New Hampshire Department of Transportation (Department), requests approval to bulk dispose of several parcels of improved and several parcels of unimproved State-owned land, totaling 10.06 +/- acres, located in the Town of Conway, in the County of Carroll. The Department requests approval to dispose of the properties in the open market by entering into listing agreements with pre-qualified realtors. The Department intends to sell the identified parcels at fair market value with a listing price of no less than current tax assessed value based on the Town of Conway's approximate price per acre of \$335,000.00. The twenty parcels are listed below and will each be assessed an administrative fee of \$1,100, pursuant to RSA 4:40, III-A, to be paid by the buyer at closing. The Department will allow negotiations within the Committee's current policy guidelines, subject to the conditions specified in this request.

EXPLANATION

The Department is processing the disposal of several parcels of improved and unimproved State-owned land that were acquired between the years of 1996 and 2007 for the Conway Bypass Project 11339. The breakdown of the parcels is as follows:

<u>Parcel</u>	<u>Map-Lot</u>	<u>Parcel Address</u>	<u>Acreage</u>	<u>City/Town</u>	<u>Tax Assessed Value</u>	<u>Improved or Unimproved</u>
30	278/63 & 27.1	No Address	0.67	Conway	\$18,400.00	Unimproved
31	278/62 & 27.1	No Address	0.42	Conway	\$22,400.00	Unimproved
32	278/61 & 27.1	No Address	0.41	Conway	\$13,400.00	Unimproved
33	278/60 & 27.1	No Address	0.43	Conway	\$17,900.00	Unimproved
34	278/59 & 27.1	No Address	0.43	Conway	\$17,900.00	Unimproved
35	278/58 & 27.1	No Address	0.64	Conway	\$18,000.00	Unimproved

37	278/51 & 27.1	No Address	0.44	Conway	\$17,900.00	Unimproved
46	278/34 & 27.1	No Address	0.19	Conway	\$17,600.00	Unimproved
49	278/33 & 27.1	No Address	0.27	Conway	\$17,600.00	Unimproved
220	Portion of 219/257	No Address	260 SF	Conway	Presumed Tax Value: \$2,121.00	Unimproved
221	Portion of 219/257	No Address	0.53	Conway	Presumed Tax Value: \$177,550.00	Unimproved
222	Portion of 219/257	No Address	0.55	Conway	Presumed Tax Value: \$184,250.00	Unimproved
226	Portion of 219/260.1	29 Hawk Road	0.53	Conway	Presumed Tax Value: \$177,550.00	Improved
227	219/259 & 260.1	236 Thompson Road	0.50	Conway	\$393,300.00	Improved
228	219/260 & 260.1	No Address	0.92	Conway	\$163,300.00	Unimproved
229	219/261, 260, & 260.1	266 Thompson Road	1.30	Conway	\$370,500.00	Improved
231	219/262 & 260.1	274 Thompson Road	0.62	Conway	\$417,800.00	Improved
232	219/263 & 260.1	280 Thompson Road	0.59	Conway	\$395,800.00	Improved
233	219/264 & 260.1	290 Thompson Road	0.55	Conway	\$355,300	Improved
234	219/261.1	No Address	0.07	Conway	Presumed Tax Value: \$23,450	Unimproved

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 Buyers shall be responsible for obtaining any and all local and State approvals, including but not limited to subdivision approval.
- The parcels will be sold "where is, as is, and with all faults".
- The parcels along Thompson and Hawk Roads will be encumbered by a perpetual easement for the Town of Conway's Multi-Use Path.
- The Buyer will pay a \$1,100 administrative fee at 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), all pre-qualified Realtors in Region 1 (Carroll, Coos, and Grafton Counties) will be sent a request to submit a market analysis for the subject properties. The approved realtors shall receive a real estate commission based on the breakdown listed below.

For parcels 30, 31, 32, 33, 34, 35, 37, 46, 49, 220, 221, 222, 228, and 234 which are vacant land:

- 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

For parcels 226, 227, 229, 231, 232, and 233 which have improvements:

- 5% per Long Range standards for improved properties

The Pre-Qualification Committee will review the tax assessed values and the submitted Comparative Market Analyses to determine an appropriate fair market value and select a realtor to market each property, on behalf of the Department.

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

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



TOWN OF CONWAY

23 MAIN STREET + P.O. BOX 2680 + CONWAY, NEW HAMPSHIRE 03818

(603) 447-3811
WWW.CONWAYNH.ORG

June 03, 2025

NH Dept. of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH

Re: Letter of Value for State-Owned Surplus Land – Dated January 20, 2026 – For parcels located on Thompson Road, Hawk Road, and C, B, and Brookside Streets in the Town of Conway

Dear Mrs. Allen,

This letter is in response to the Letter of Valuation regarding the 20 parcels of State-owned land located on Thompson Road, Hawk Road, and C, B, and Brookside Streets in the Town of Conway. The proposal has been reviewed and the Town has determined not to have an interest in the listed properties and that the DOT should proceed with offering the parcels for sale to the public.

Thank you for your assistance in continuing to work through the acquisition process surplus land.

Sincerely,

Ryan O'Connor
Director of Planning & Development
Town of Conway

CC:
Johnny Eastman, Conway Town Manager
Steve Porter, Chair, Board of Selectmen

RE: Letters of Interest from NHDOT - Conway & Merrimack

From Andrew Cadorette <acadorette@nhhfa.org>

Date Tue 2/10/2026 12:56 PM

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

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

Hello Emily. We did receive these as hard copies.

- We are going to pass on the properties in Conway.

We are still researching the parcel in Merrimack. Be in touch soon on this one.

Andy

ANDREW CADORETTE

Senior Manager, Marketing and Outreach

Homeownership Division

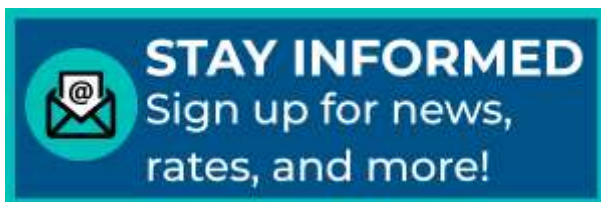
New Hampshire Housing

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: Tuesday, February 10, 2026 7:58 AM

To: Andrew Cadorette <acadorette@nhhfa.org>

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

Subject: Letters of Interest from NHDOT - Conway & Merrimack

Good morning Andy,

Please find the attached Letters of Interest to NHHFA for a parcel in Merrimack and 20 parcels in Conway. They are not on letter head or signed as I did not scan the signed copies before I put in the mail. I have confirmation that the physical letters have been delivered to your office. For the official copy, please reference the physical copies.

Let me know if you have any questions or concerns.

Thank you,



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

----- Warning: The information contained in this message may be confidential and protected from disclosure under applicable law. These materials are intended only for use of the intended recipient. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to this message and then delete it from your computer. All e-mail sent to this address will be received by the New Hampshire Housing Finance Authority e-mail system and is subject to archiving and review by someone other than the intended recipient such as technical support and/or management personnel. -----



Town of Conway, NH



CAI Technologies
Precision Mapping. Geospatial Solutions.

October 14, 2025



The property data available on this site is updated periodically. The Town of Conway makes no warranties with regard to its accuracy or completeness and assumes no liability associated with the use of this data.

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), New Hampshire Department of Transportation ("SELLER"), hereby gives the undersigned Pinkham Real Estate ("FIRM"), on this date, 04/20/2026, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at See section 9 owned by SELLER consisting of building(s) and land and including any other property, real or personal, subsequently added thereto, recorded in the Carroll County Registry of Deeds in Book Page ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ see section 9 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 \$ see #9 or --- % of the contract price or lease amount.
- If BUYER is unrepresented, SELLER agrees to pay FIRM an additional \$ --- or an additional --- % of the contract price or lease amount.
- (b) ☒ YES ☐ NO - SELLER agrees to provide compensation in the amount of \$ see #9 or --- % of the contract price or lease amount to a firm working in any capacity with a BUYER.
- (c) ☒ YES ☐ NO - SELLER agrees to provide compensation as detailed in Section 9 – Additional Provisions.

Any commission due shall be based on either ☒ 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 04/20/2026, through 04/20/2027. 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 3 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 ---.
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 Greydon Turner 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.

☐ 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.

 SELLER	<u>4-15-2026</u> DATE	 SELLER	DATE
------------	--------------------------	------------	------

☒ 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

Seller Seller FIRM

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.

8. SPECIAL CONDITIONS-SELLER agrees:

☒ Yes ☐ No	A For Sale sign may be placed on the property.
☒ Yes ☐ No	Property will be advertised and marketed at FIRM'S discretion.
☐ Yes ☒ No	A key to the building will be on file with FIRM . There will be no interior access
☒ Yes ☐ No	FIRM must be present for all showings.
☒ Yes ☐ No	Exterior pictures of the property may be taken.
☐ Yes ☒ No	Interior pictures of the property may be taken. There will be no interior access
☒ Yes ☐ No	Video/virtual tour photography is allowed at FIRM'S discretion.
☒ Yes ☐ No	FIRM may disclose existence of other offers.
☒ Yes ☐ No	Property listing data may be submitted to MLS and may be used for comparables.
☒ Yes ☐ No	Property address may be displayed on public websites.
☒ Yes ☐ 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:	
☒ Yes ☐ 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.
☒ Yes ☐ 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.
☐ Yes ☒ 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.
☐ Yes ☒ 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.
☐ Yes ☒ No	SELLER authorizes FIRM to disclose that SELLER is willing to consider offering concessions in a manner agreed upon between FIRM and SELLER .

9.

ADDITIONAL PROVISIONS:

29 Hawk Road	Parcel 226	m/l 219/260.1 (portioned-formerly m/l 219/255)	b/p 2395/886	\$209,900
236 Thompson Road	Parcel 227	m/l 219/259 & 260.1	b/p 1728/446	\$277,900
274 Thompson Road	Parcel 231	m/l 219/262 & 260.1	b/p 1659/28	\$325,000
B Street	Parcel 30	m/l 278/63 & 27.1	b/p 2496/75	\$39,000
B Street	Parcel 31	m/l 278/62 & 27.1	b/p 1698/983	\$39,000
B Street	Parcel 32	m/l 278/61 & 27.1	b/p 2496/75	\$39,000
B Street	Parcel 33	m/l 278/60 & 27.1	b/p 1698/982	\$39,000
B Street	Parcel 34	m/l 278/59 & 27.1	b/p 2504/246	\$39,000
B Street	Parcel 35	m/l 278/58 & 27.1	b/p 2504/246	\$39,000
C Street	Parcel 37	m/l 278/51 & 27.1	b/p 2473/565	\$39,000

The commission will be 5% for parcels 226, 227 and 231. When splitting with buyer's agency at 5%, split 3% to Pinkham Real Estate and 2% to the buyer agency.

The commission will be 6% for parcels 30, 31, 32, 33, 34, 35 and 37. When splitting with the buyer's agency at 6%, split at 4% to Pinkham Real Estate and 2% to the buyer agency.

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.

SELLER *Eric G. Sargent* DATE 4-15-2026
Eric G. Sargent, Administrator
Bureau of Right-of-Way, NHDOT

SELLER

DATE

7 Hazen Drive PO Box 483

ADDRESS

ADDRESS

Concord NH 03301-0483

CITY

STATE

ZIP

CITY

STATE

ZIP

Pinkham Real Estate

FIRM

Greydon Turner

BY

Greydon Turner

TITLE

Realtor

04/15/2026

DATE

2558 White Mountain Hwy / PO Box 543

ADDRESS

North Conway

CITY

NH

STATE

03860

ZIP