



29- 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 8, 2026

Requested Action

1. Authorize the Bureau of Right-of-Way (Bureau) to sell a parcel of State-owned land directly to Mitchell S. Briggs and Melissa L. Eastman (buyers), for \$251,000 with the Bureau assessing an administrative fee of \$1,100. The parcel, consisting of 11.1 ± acres of unimproved land, is located on the northerly side of Thornton Road West in the Town of Merrimack, in the County of Hillsborough. The subject parcel is identified at Tax Map 2D, Lot 3.
2. The Bureau further requests authorization to compensate NAI Norwood Group (NAI) from the proceeds of the sale a 6% commission fee of \$15,060 for real estate services, effective upon Governor and Executive Council approval.

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

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

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156
Administrative Fee

FY 2027
\$1,100

04-096-096-960017-0000-UUU-409278
Turnpike Funds
(100% of \$235,940)

FY 2027
\$235,940

Explanation

The Bureau is processing the disposal of 11.1 ± acres of land in Merrimack as described above. This parcel was acquired for the Nashua-Hudson Circumferential Highway Project 10644. The following is the parcel requested from the Buyer:

- Parcel 191 was acquired in 1999, for the Nashua-Hudson, Circumferential Highway Project 10644 half interest from the Bonnie L. Bradford 1998 Revocable Trust by Warranty Deed dated January 7, 1999, and recorded on January 25, 1999, at the Hillsborough County Registry of Deeds in Book 6055, Page 1659 and half interest from the Pamela J. Skovira Revocable Trust by Warranty Deed dated January 7, 1999, and recorded on January 25, 1999, at the Hillsborough County Registry of Deeds in Book 6055, Page 1657. The State acquired 11.1 ± acres of land for \$80,000. Parcel 191 is identified in the Merrimack Tax Records as Tax Map 2D, Lot 3.

The Department of Transportation determined this parcel is 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.

At the meeting of the Long-Range Capital Planning and Utilization Committee on March 16, 2026, the request (LRCP 26-004) was approved, authorizing the Bureau to enter into a listing agreement with NAI to sell the property for \$200,000 and additionally assess an administrative fee of \$1,100. The Committee's approval authorized the Bureau to compensate the Realtor with a 6% commission from the sale proceeds.

The Realtor marketed the property and brought all offers to the Bureau for consideration. On May 18, 2026, the Department entered into a Purchase and Sale Agreement with Mitchell S. Briggs and Melissa L. Eastman for \$251,000, with an assessed administrative fee of \$1,100. On May 18, 2026, the buyers and Bureau entered into an addendum to the purchase and sales agreement; specific to the total acreage to be conveyed, as there is a discrepancy between the Town of Merrimack's tax records and the Bureau's records. As such, the buyers agreed to conduct a survey to determine the exact acreage, and the value of conveyance will be adjusted accordingly, at the fair market value provided in the original contract.

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

Pursuant to RSA 4:39-c, the Bureau formally solicited interest from the Town of Merrimack 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,

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

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 13 day of May, 2026 between

The State of New Hampshire **Department of Transportation**

 ("SELLER") of ~~52 Thornton Road West Road~~ **7 Hazen Drive Room 100**

City/Town ~~Merrimack~~ **Concord**, State NH Zip ~~03054~~ **03301**

and Mitchell S. Briggs and Melissa L. Eastman

 ("BUYER") of 48 Dahl Road

City/Town Merrimack, State NH Zip 03054

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Merrimack located at 52 Thornton Rd W
 County NH-Hillsborough Book 6055 Page 1659 HCRD Date _____ ("PROPERTY").

3. The **SELLING PRICE** is two hundred fifty-one thousand Dollars **\$251,000.00**

A DEPOSIT in the form of check, is to be held in an escrow account by _____

NAI Norwood Group ("ESCROW AGENT"). BUYER ☐ has delivered, or ☒ will deliver to the ESCROW AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of **\$5,000.00**

BUYER agrees that an additional deposit of earnest money in the amount of \$N/A 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 **\$246,000.00**.

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

5. **TRANSFER OF TITLE:** On or before 8/1/26 ~~06/15/2026~~ at Monarch Title, 168 South Bedford Road, Bedford, NH _____ 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

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 24 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:

Judy Niles-Simmons of NAI Norwood Group
 is a ☒ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*

Rachel Tieman of Keller Williams Metropolitan - Bedford, NH
 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

ELS

BUYER(S) INITIALS

MSB

MLE

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.

11. PROPERTY INCLUDED: All Fixtures Per MLS #5088085 as of May 11, 2026

- 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:

MEB

MEB

- 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

MEB

BUYER(S) INITIALS

MEB

MEB

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



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. Buildable Lot	☒	☐	within 10 _____ 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:

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 5 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

MSB MCE

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 _____ TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____

Cash Offer

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 N/A 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

EJS

BUYER(S) INITIALS

MSB MLE

© 2025 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED. 05/13/26 05/13/26 dotloop verified dotloop verified

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 Buyer

MSB *NLE*
05/15/26 4:09 PM EDT 05/15/26 3:56 PM EDT
dotloop verified dotloop verified

20. ADDITIONAL PROVISIONS:

10 day due diligence -Buyer to confirm ability to build single family home.

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 4:40 III-a, which purchaser shall provide at closing.

MSB
05/15/26 4:09 PM EDT
NLE
05/15/26 3:56 PM EDT
dotloop verified

CONCESSIONS:

N/A

PROFESSIONAL FEE:

N/A

21. ADDENDA ATTACHED: ☐ Yes ☒ No Please see attached Addendum

MSB
05/15/26 4:09 PM EDT
NLE
05/15/26 3:56 PM EDT
dotloop verified

SELLER(S) INITIALS

Els

BUYER(S) INITIALS

MSB

NLE

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.

Mitchell S. Briggs
 dotloop verified
 05/13/26 9:30 PM EDT
 NSFN-VKWD-ZKIG-HB11
 BUYER DATE/TIME

Melissa L. Eastman
 dotloop verified
 05/13/26 9:27 PM EDT
 KSGX-KPRS-YWBO-JM2G
 BUYER DATE/TIME

48 Dahl Road
 MAILING ADDRESS

48 Dahl Road
 MAILING ADDRESS

Merrimack, 03054
 CITY STATE ZIP

Merrimack, 03054
 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 G. Sargent 5-18-2026
 SELLER DATE/TIME

SELLER DATE/TIME

State of NH, Dept. of Transportation
 Eric G. Sargent, Administrator, Bureau of ROW

~~52 Thornton Road West Road~~ 7 Hazen Drive Room 100
 MAILING ADDRESS

MAILING ADDRESS

MSB *MLE*
 05/15/26 4:09 PM EDT dotloop verified
 05/15/26 3:56 PM EDT dotloop verified

Concord NH 03301
 CITY STATE ZIP

CITY STATE ZIP

SELLER(S) INITIALS

ECS

BUYER(S) INITIALS

MSB *MLE*
 05/13/26 05/13/26
 dotloop verified dotloop verified

ADDENDUM TO PURCHASE CONTRACT

MLS# 5088085 | 52 Thornton Road West Road, Merrimack, NH 03054

This Addendum is made part of the Purchase Contract between the New Hampshire Department of Transportation ("NH DOT"), as Seller, and Mitchell S. Briggs & Melissa L. Eastman, as Buyers, for the parcel of land located at 52 Thornton Road West Road, Merrimack, NH 03054 (MLS# 5088085).

10.08 ← The deed for the Property describes the parcel as 11.10 acres; however, the municipal tax card reflects ~~10.8~~ acres. Due to this discrepancy, the parties acknowledge that the actual acreage of the Property is uncertain at the time of this Contract.

is conducted, at the cost and responsibility of the buyer, provided the survey or more than

In the event a survey determines the actual acreage of the Property to be less than 11.10 acres as stated in the deed, the NH DOT shall adjust the purchase price downward accordingly. The adjusted price shall be calculated at the same per-acre rate as the original Contract price. If the survey confirms the acreage to be 11.10 acres or greater, no price adjustment shall be made. → or upward

value at

All other terms and conditions of the original Contract remain in full force and effect.

SELLER:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



5-18-2022

Signature

Date

Eric G. Sargent, Administrator, Bureau of Right-of-Way

Printed Name & Title

BUYERS:

 dotloop verified
05/18/26 12:57 PM EDT
JH4B-GMGB-41XV-HRCX

Mitchell S. Briggs

Date

 dotloop verified
05/18/26 12:51 PM EDT
HXK9-H7RA-PL0A-KTHP

Melissa L. Eastman

Date

Property Address 52 Thornton Road W.
Merrimack, NH



NH CIBOR

Mandatory New Hampshire Real Estate Disclosure & Notification Form



1) NOTIFICATION RADON, ARSSENIC AND LEAD PAINT: Pursuant to RSA 477: 4-a, the SELLER hereby advises the BUYER of the following:

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 PAINT: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

2) DISCLOSURE FOR WATER SUPPLY AND SEWAGE DISPOSAL: Pursuant to RSA 477:4-c & d, the SELLER hereby provides the BUYER with information relating to the water and sewage systems:

WATER SUPPLY SYSTEM **UNKNOWN**

Type: _____
Location: _____
Malfunctions: _____
Date of Installation: _____
Date of most recent water test: _____
Problems with system: _____

SEWERAGE DISPOSAL SYSTEM **UNKNOWN**

Size of Tank: _____
Type of system: _____
Location: _____
Malfunctions: _____
Age of system: _____
Date most recently serviced: _____
Name of Contractor who services system: _____

MSB
05/14/26
1:14 PM EDT
dotloop verified

MLL
05/14/26
1:13 PM EDT
dotloop verified

Property Address 52 Thornton Road W.
Merrimack, NH

3) INSULATION: Is the Property currently used or proposed to be used for a 1 to 4 family dwelling?
Yes ☐ No ☒

If yes, the SELLER hereby provides the BUYER with information relating to insulation:

Location(s): _____
Type: _____

4) LEAD PAINT: Was the property construction prior to 1978 and is the Property or any part of the Property used for residential dwelling(s) or special uses that would require the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form under federal law?

Yes ☐ No ☒

If yes, has the Federal Lead Addendum been attached? And has the Federal pamphlet been delivered.

Yes ☐ No ☒

5) 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: _____

6) SITE ASSESSMENT ON WATERFRONT PROPERTY:

Does the Property use a septic disposal system?

Yes ☐ No ☐ UNKNOWN

If yes, is a Site Assessment Study for "Developed Waterfront" required pursuant to RSAs 485-A:2 and 485-A:39?

Yes ☐ No ☐ UNKNOWN

If yes, has the SELLER engaged a permitted subsurface sewer or waste disposal system designer to perform a site assessment study to determine if the site meets the current standards for septic disposal systems established by the Department of Environmental Services?

Yes ☐ No ☐ UNKNOWN

7) CONDOMINIUM: Pursuant to RSA 477:4-f, is the property a condominium?

Yes ☐ No ☐ UNKNOWN

If the property is a condominium, BUYER has the right to obtain the information in RSA 356 - B58 I from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

Property Address 52 Thornton Road W.
Merrimack, NH

8) RENEWABLE ENERGY IMPROVEMENTS

Is this property subject to a Public Utility Tariff Pursuant to RSA 374:61?

Yes ☐ No ☐ Unknown ☒

If yes than SELLER shall disclose, if known:

Remaining Term: _____

Amount of Charges: _____

Any Estimates or Documentation of the Gross or Net Energy or Fuel Savings UNKNOWN

9) SELLER LICENSEE

Pursuant to RSA 331 A:26 XXII, is the Seller (or any owner, direct or indirect) of this property a real estate licensee in the state of New Hampshire:

Yes ☒ No ☐

10) ASBESTOS DISPOSAL: Does Property include an asbestos disposal site?

Yes ☐ No ☐ Unknown ☒

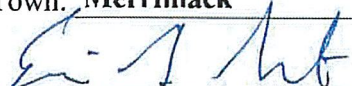
If yes, then disclosure is required pursuant to RSA 141-E:23.

11) PROPERTY ADDRESS:

Address: 52 Thornton Road West

Unit Number (if applicable): _____

Town: Merrimack



SELLER
Eric G. Sargent, Administrator
Bureau of Right-of-Way, NIIDOT

SELLER

4-20-2026

Date

Date

The BUYER(S) hereby acknowledge receipt of a copy of this disclosure prior to the execution of the Purchase and Sale Agreement to which this is appended.



BUYER

dotloop verified
05/14/26 1:14 PM
EDT
JX3N-71C8-YT3R-HJPJ

Date



BUYER

dotloop verified
05/14/26 1:13 PM EDT
PKRO-Z7UJ-XHHW-XJXT

Date

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

LRCP 26-004

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: *EAS* Eric G. Sargent
Administrator

DATE: February 9, 2026

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

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

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

REQUESTED ACTION

Pursuant to RSA 4:39-c, the New Hampshire Department of Transportation (Department), requests approval to dispose of a parcel of State-owned land, located on the northerly side of Thornton Road West in the Town of Merrimack, County of Hillsborough, totaling an acreage of 11.1 +/- . The Department will enter into a listing agreement for a one-year term with NAI Norwood Group, with a listing price of \$200,000. The Department will also assess an administrative fee of \$1,100, pursuant to RSA 4:40, III-A. The Department will allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The Department is currently processing the disposal of a parcel of State-owned land located on the northerly side of Thornton Road West in the Town of Merrimack. The parcel was acquired for the Circumferential Highway Project (10644). The breakdown of the parcel is as follows:

- Parcel 191 was acquired in 1999, for the Nashua-Hudson, Circumferential Highway Project 10644 from the Bonnie L. Bradford 1998 Revocable Trust by Warranty Deed dated January 7, 1999, and recorded on January 25, 1999, at the Hillsborough County Registry of Deeds in Book 6055, Page 1659. The State acquired 11.1 +/- acres of land. Parcel 191 is identified in the Merrimack Tax Records as Tax Map 2D, Lot 3.

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

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

In accordance with New Hampshire Administrative Rules, chapter Tra 1000, "Process for Marketing and Sale of State-Owned Property Utilizing Real Estate Professionals," and Chapter Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 3 (Belknap, Hillsborough, and Merrimack) 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.

NAI Norwood Group	\$225,000 to \$250,000
116 South River Road	
Bedford, NH 03110	

The Pre-Qualification Committee reviewed the above information and determined that a value of \$200,000 was an appropriate value for this property and selected NAI Norwood Group to market the property, on behalf of the Department.

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

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

From: Andrew Cadorette <acadorette@nhhousing.org>
Sent: Tuesday, March 10, 2026 12:23 PM
To: Allen, Emily <Emily.E.Allen@dot.nh.gov>
Cc: Donnelly Shannon <Shannon.M.Donnelly@dot.nh.gov>; Rhiannon Black <rblack@nhhfa.org>
Subject: RE: 52 Thorton Road West, Merrimack

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 and Shannon,

NH Housing will also be passing on the 52 Thorton Road West, property in Merrimack.

Habitat for Humanity of Greater Nashua, which had been a potential partner, has determined that the infrastructure costs required to develop the parcel would be beyond their capacity.

However, Habitat did ask about potential opportunities related to surplus land referenced in the DOT notice for the Circumferential Highway meeting in Hudson (see: <https://www.dot.nh.gov/news-and-media/circumferential-highway-public-informational-meeting>).

Should NH Housing expect to see surplus land notices from this project? If so, would there be an opportunity for DOT and Habitat for Humanity of Greater Nashua to collaborate?

Habitat has the resources to build affordable homes, but their primary challenge is acquiring developable land at an affordable cost.

Please let me know if there may be an opportunity for Habitat to participate.

Thank you,

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



NHDOT Parcel for Sale

From Robert Price <rprice@merrimacknh.gov>

Date Fri 2/6/2026 11:13 AM

To Allen, Emily <emily.e.allen@dot.nh.gov>

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!

Good Morning,

I write in response to your letter dated January 21, 2026 regarding the DOT's sale of a parcel of land in Merrimack identified as Map 2D, Lot 3. The Town does not have any interest in acquiring this parcel from DOT.

If you have any further questions, please let me know.

Sincerely,

Robert Price

Community Development Director

Town of Merrimack, NH

6 Baboosic Lake Road

Merrimack, NH 03054

(603) 424-3531

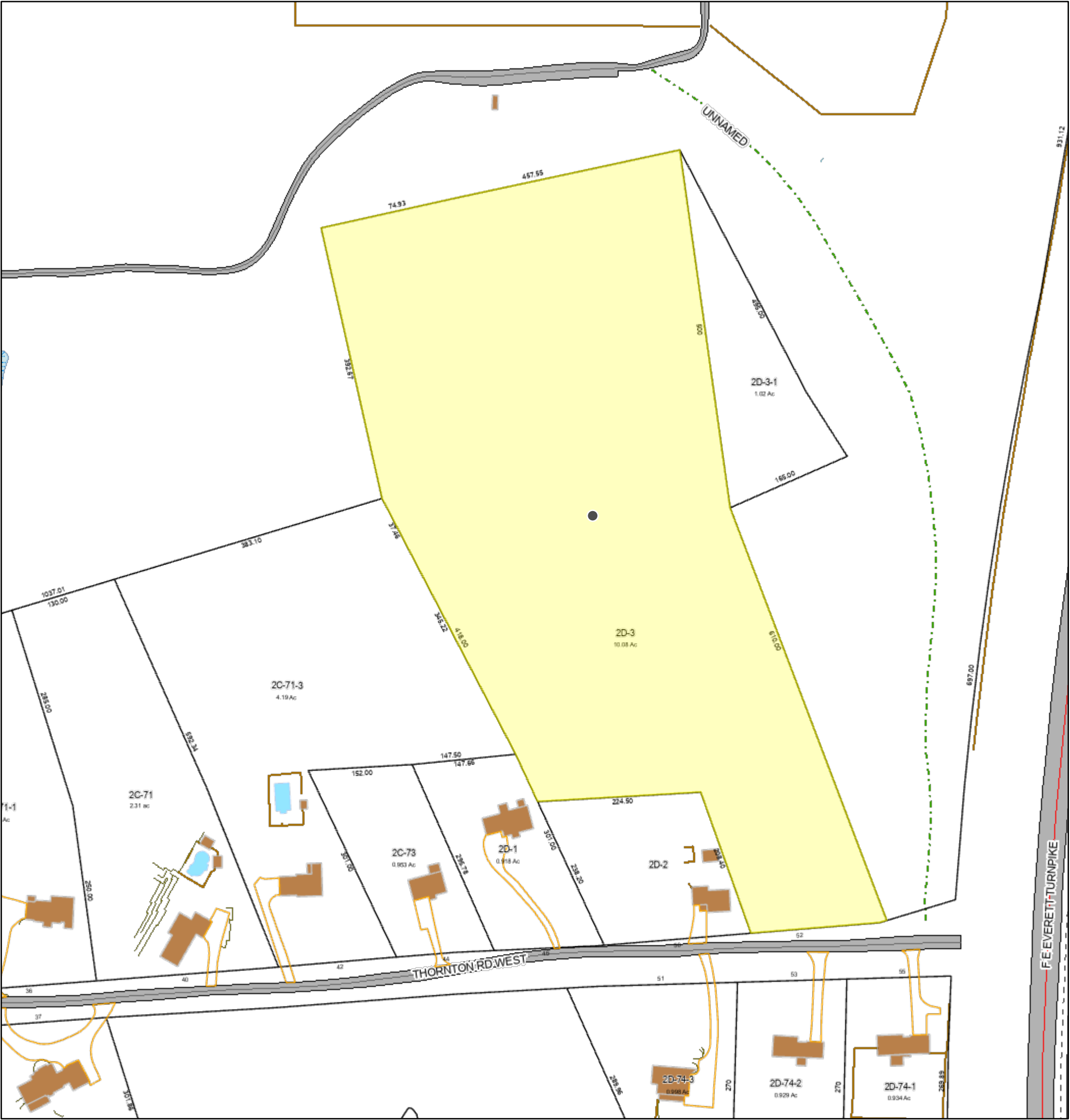
<http://www.merrimacknh.gov>

Disclaimer

While the contents of this communication from rprice@merrimacknh.gov sent at 2026-02-06 08:13:25 are intended to be confidential, email sent to and from this address is subject to NH RSA 91-A (the NH Right-to-Know Law) and may, subject to certain exemptions, be subject to disclosure to third parties. Any unauthorized disclosure, reproduction, use or dissemination of this communication (either whole or in part) is prohibited. If you are not the intended recipient of this message emily.e.allen@dot.nh.gov, please notify the sender immediately and delete the message from your system.

This email has been scanned for viruses and malware, and may have been automatically archived by Town of Merrimack Email Security Filter.

52 Thornton Road W



September 18, 2025

Driveways

Building

Type

Building

Pool

Easements

Parcels

Road Labels

Guardrails

Sidewalk

Road

Name

Road

Highway

Railroad

Trails

Wall

Fence

Stream Label

Streams/Rivers

Waterbodies

Type

Waterbody

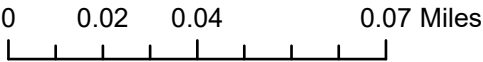
Wetlands

Pavement

Parking

Cemetery

Recreation





EXCLUSIVE RIGHT TO SELL AGREEMENT

New Hampshire Commercial Investment Board of REALTORS® Standard Form



This is to be construed as an unequivocal *Exclusive Right To Sell* between the Seller and the undersigned BROKER.

1. The undersigned seller, State of NH Department of Transportation ("SELLER"), hereby gives the undersigned NAI Norwood Group ("BROKER"), on this date, April 16, 2026, in consideration of BROKER'S agreement to list and promote the sale or exchange of property located at 52 Thornton Road West, Merrimack, NH 03054 owned by SELLER, consisting of 11.1+/- acres, and together with personal property described in Section 8 of this Agreement, recorded in the Hillsborough County Registry of Deeds in Book 6055 Page 1659 ("PROPERTY"), the exclusive right to sell or exchange said PROPERTY at a price of \$200,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the period of time set forth within Section 3 of this Agreement, the SELLER sells, options, leases, exchanges or otherwise transfers the ownership, use or possession of the PROPERTY or an interest therein, or enters into an agreement for any of the foregoing, then the SELLER agrees to pay BROKER a professional fee of 6,000 % of the purchase price or \$.
2. CERTAIN OBLIGATIONS OF SELLER. By granting BROKER exclusive right to sell or exchange the PROPERTY, SELLER agrees to conduct all negotiations pertaining to such sale or exchange through BROKER, and to refer all inquiries received in any form from real estate salespersons, brokers, prospective purchasers, prospective or existing tenants, or any other source during the time this Agreement is in effect. SELLER acknowledges SELLER'S duty to disclose to BROKER all information about the PROPERTY, adverse or otherwise, as may be required by law, and understands that all such information will be disclosed by BROKER to prospective purchasers. SELLER hereby agrees to hold BROKER and each BROKER'S employees and agents harmless from any claims suits, actions, liabilities and damages (including reasonable attorneys' fees) of any nature whatsoever incurred by each of them arising out of or in connection with SELLER'S failure to disclose such information about the PROPERTY in writing. If any such information about the PROPERTY comes to SELLER'S attention between the time that this Agreement and any Property Disclosure was signed by SELLER and the closing, SELLER will immediately notify the prospective purchasers and BROKER of the same in writing. SELLER shall allow the Broker to show the PROPERTY at reasonable times and upon reasonable notice and SELLER agrees to commit no act which might limit the BROKER'S performance hereunder. In consideration for SELLER'S agreement set forth above, BROKER further agrees to use diligence in locating a purchaser for the PROPERTY.
3. EFFECTIVE DATES. This agreement shall be in effect from April 16, 2026, through April 15, 2027 ("TERM"). Upon full execution of a Purchase and Sale Agreement or such other agreement for the PROPERTY, all rights and obligations of this Agreement will extend through the date of closing. The professional fee as described above shall also be due if the PROPERTY or a portion thereof is sold, optioned, leased, exchanged or the ownership, use or possession of the PROPERTY or a portion thereof is otherwise transferred, or an agreement for any of the foregoing is entered into, within 6 months after the termination of this Agreement to anyone who was introduced to the PROPERTY and whose name was disclosed to SELLER during the TERM of this Agreement or within ten (10) days after the termination hereof. The term "introduced" shall mean and include, but shall not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. "Introduced" shall also include advertising and the dissemination of information about the PROPERTY during the TERM which is subsequently acted upon, leading to the formation of such an agreement.
4. COOPERATION ARRANGEMENTS. SELLER understands that BROKER and all real estate licensees in the BROKER's firm represent the SELLER and shall act solely as the agent of the SELLER, unless otherwise agreed upon by SELLER and BROKER. SELLER is hereby notified that SELLER may be liable for the acts of the licensees within the BROKER's firm who are acting within the scope of this Exclusive Right to Sell Agreement.

SELLER understands that BROKER may cooperate with salespersons and brokers from other real estate firms and may authorize the following forms of cooperation:

(a) Cooperate with licensees from other firms who accept BROKER'S offer of subagency.

BROKER'S policy is to compensate the subagent a % commission of the contract price or

(check one box) ☐ Yes ☐ No ☒ Not Offered by BROKER

Pursuant to the requirements of New Hampshire RSA 331-A:25-b(1)(b)(4), SELLER is hereby notified that SELLER may be liable for the acts of the BROKER and any sub-agents who are acting on behalf of the SELLER when the principal broker or sub-agent is acting within the scope of this Exclusive Right to Sell Agreement.

(b) Cooperate with licensees from other firms who will represent the interest of the buyer(s).
BROKER'S policy is to compensate the buyer agent a 2.000 % commission of the contract price or _____.

(check one box) ☒ Yes ☐ No ☐ Not Offered by BROKER

(c) Cooperate with licensees from other firms who are not acting on behalf of the consumer either as a seller agent or buyer agent.

BROKER'S policy is to compensate brokers acting as facilitators a 2.000 % commission of the contract price or _____.

(check one box) ☒ Yes ☐ No ☐ Not Offered by BROKER

(d) Cooperation arrangements or other provisions of this Agreement that differ from above will be detailed under Section 8 "ADDITIONAL PROVISIONS."

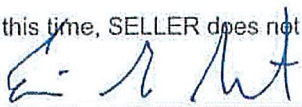
If none of the above boxes are checked "Yes", the PROPERTY cannot be placed in MLS per MLS by-laws. Section 6 of this Agreement lists other means of marketing the PROPERTY for sale or exchange.

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 BROKER, the potential for dual agency exists. In the event BROKER operates under a dual agency practice, then SELLER must select one of the options immediately below and either consent to BROKER's dual agency showings or withhold such consent at this time.

☐ 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.

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



4-20-2026

SELLER **Eric G. Sargent, Administrator**
Bureau of Right-of-Way, NHDOT

DATE

SELLER

DATE

☐ Not applicable - BROKER does not practice dual agency.

6. SELLER authorizes BROKER to market the PROPERTY as follows:

- | | | |
|---|--|--|
| ☒ Yes | ☐ No | Place a marketing sign on the property |
| ☒ Yes | ☐ No | PROPERTY will be advertised at BROKER'S discretion. |
| ☐ Yes | ☒ No | Lock box may be placed on the property. |
| ☐ Yes | ☒ No | A key to the building will be on file with BROKER. |
| ☒ Yes | ☐ No | May submit the property listing data to commercial property databases and other databases to which the BROKER may subscribe. |
| ☒ Yes | ☐ No | BROKER to include SELLER'S name in property fields for databases. |
| ☒ Yes | ☐ No | Broker to include PROPERTY disclosures in property fields for databases. |
| ☒ Yes | ☐ No | Allow public blogging through listing databases. |
| ☒ Yes | ☐ No | Allow third party automated valuation mode. |
| ☒ Yes | ☐ No | Exterior, interior, video, virtual tour and drone photography of the PROPERTY may be taken. |
| ☐ Yes | ☒ No | Interior pictures of the PROPERTY may be taken. |
| ☒ Yes | ☐ No | Disclose existence of other offers at BROKER's discretion. |

SELLER represents and warrants that the PROPERTY ☐ is / ☒ is not utilized as a residence for SELLER or SELLER'S spouse. If the PROPERTY is used as residence for SELLER or SELLER'S spouse and SELLER'S spouse is not listed herein as a SELLER, insert name of spouse: _____.

7. DEPOSITS: Any deposits to which the Seller may be entitled on account of the termination of a purchase agreement or otherwise shall be divided between the BROKER and the SELLER, N/A 50% to the BROKER (but not to exceed the compensation agreed upon herein) and the balance to the SELLER.

8. ADDITIONAL PROVISIONS

Buyer shall be responsible for obtaining all local and State approvals.

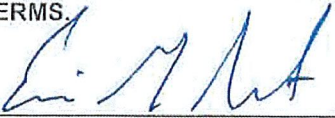
Buyer shall pay \$1,100 Admin. fee at time of closing. pursuant to RSA 4:40 III-a.

Sale is subject to the approval by the Governor and the Executive Council. pursuant to RSA 4:39-c.

Tax Map 2D, Lot 3

This Agreement: (i) constitutes the entire agreement and understanding between the parties hereto concerning the subject matter thereof, and supersedes any agreements or understandings prior to the date hereof whether written or oral, and may not be amended except in a writing executed by all parties; (ii) shall be exclusively governed by and construed in accordance with the laws of the State of New Hampshire, excluding its choice or conflicts of laws rules or provisions; and (iii) shall be binding upon, and inure to the benefit of, the named parties hereto and their respective heirs, executors, administrators, successors and assigns. Each party hereby agrees that the exclusive forum and venue for any legal or equitable action or proceeding arising out of, or in connection with, this Agreement shall lie in a court of competent jurisdiction, whether federal or state, located in New Hampshire and each party waives all objections to such jurisdiction and venue. The services to be provided hereunder will be provided to all applicable laws, regulations, including fair housing regulations, and pertinent codes of conduct, without respect to race, color, religion, creed, sex, mental and/or physical disability, marital or familial status, sexual orientation, gender identity, age or national origin.

(I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT AND AGREEMENT TO BE BOUND BY ITS TERMS.

 4-20-2026
SELLER Eric G. Sargent, Administrator Date
Bureau of Right-of-Way, NHDOT

7 Hazen Drive
ADDRESS
Concord, NH 03302-0483
CITY/STATE/ZIP

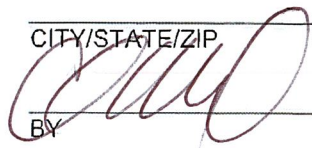
NAI Norwood Group
BROKER

116 So. River Road
ADDRESS
Bedford, NH 03110
CITY/STATE/ZIP

SELLER _____ Date

ADDRESS _____

CITY/STATE/ZIP _____

BY  _____

Date 4/20/2026

TITLE President