



The State of New Hampshire
Department of Transportation



David M. Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Right-of-Way
September 23, 2026

Requested Action

1. Pursuant to RSA 4:39-c, authorize the Bureau of Right-of-Way (Bureau) to sell a parcel of State-owned land directly to NJA Acquisition LLC (Buyer), for \$307,500 with the Bureau assessing an administrative fee of \$1,100. The parcel, consisting of approximately 0.37 ± acres of improved land, is located on the easterly side of Haines Road (known as 31 Haines Road) in the City of Concord, County of Merrimack. The subject property will include a 2-bedroom, 1-bath, 1936 single-family home with a detached 1-car garage thereon and identified as Tax Map 44, Lot 4.
2. The Bureau further requests authorization to compensate Wolfe Realty Group from the proceeds of the sale with a 5% (\$15,375) commission fee, 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 84.3% Federal funds and 15.7% Highway funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee	FY 2027 \$1,100.00
04-096-096-963515-3054-401771 Federal Funds (Aid) (84.3% of \$292,125)	FY 2027 \$246,261.38
04-096-096-960015-0000-UUU-409279 Highway Fund (15.7% of \$292,125)	FY 2027 \$45,863.62
Total:	\$293,225.00

Explanation

The Bureau is processing the disposal of approximately 0.37± acres of improved land in the City of Concord as described above. This parcel was acquired for the Concord-Laconia STP-NHS-RS-T-X-212(4), 10672 Project. The breakdown of the parcel is as follows:

- Parcel 11 was acquired in 1998 from William Taranovich Jr. by Warranty Deed recorded on October 19, 1998, at the Merrimack County Registry of Deeds in Book 2123, Page 1581. The State acquired 0.45± acres for \$110,000, including the improvement of a 1936 Single-Family home with a detached 1-car

garage to widen the ROW along Route 106. The remainder of Parcel 11 is approximately 0.37± after the Concord-Laconia STP-NHS-RS-T-X-212(4), 10672 Project was completed and is identified as Concord Tax Map 44, Lot 4.

This request was reviewed by the Department and 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."
- As a condition of this sale, the Buyer will be required to commission a Land Surveyor licensed in NH, to survey and prepare a Perimeter Boundary Line plan depicting the limits of the right-of-way, meeting the NH Code of Administrative Rules 503.09, to be submitted to the Department for review and approval. Upon the Bureau's approval, the Buyer must record the plan under RSA 478:1-a, in the Merrimack County Registry of Deeds, from which the Department will prepare the conveyance deed. The Buyer will supply a full-size copy of the recorded plan and a draft description of the surveyed parcel.
- The Buyer is responsible for an additional administrative fee of \$1,100 due at closing.

At the meeting of the Long-Range Capital Planning and Utilization Committee on March 16, 2026, the request (LRCP 26-006) was approved, authorizing the Bureau to enter into a listing agreement with a prequalified Realtor to sell the property for a fair market value with a listing price of no less than the current tax assessed value of \$206,500 with a tax assessed equalization value of \$320,652. Additionally, the Department will also assess an administrative fee of \$1,100, pursuant to RSA 4:40, III-A. The Committee's approval authorized the Bureau to compensate the Realtor with a 5% commission from the sale proceeds.

The Realtor marketed the property and brought all offers to the Bureau for consideration. On August 20, 2026, the Department entered into a Purchase and Sale Agreement with NJA Acquisition LLC for \$307,500, with an additional administrative fee of \$1,100 to be paid at closing.

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

Pursuant to RSA 4:39-c, the Bureau formally solicited interest from the City of Concord 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 flourish extending to the right.

David M. Rodrigue, PE
Commissioner

DMR/emb



PURCHASE AND SALE AGREEMENT

New Hampshire Commercial Investment Board of REALTORS® Standard Form

1. **PARTIES:** This agreement ("AGREEMENT") is made this 17th day of August, 2026
between State of New Hampshire, Department of Transportation, Department of right-of-way, C/o Eric G. Sargent, Administrator ("SELLER") of
7 Hazen Drive, City Concord, State NH Zip 03302-0483
and NJA ACQUISITION L.L.C. OR ASSIGNS ("BUYER") of
709 Keith Ave, City PEMBROKE, State NH Zip 03275.

2. **AGREEMENT:** SELLER agrees to sell and convey, and BUYER agrees to purchase, for the PURCHASE PRICE (defined below) and subject to every one of the terms and conditions hereafter set forth, the real property located in City/Town of Concord, New Hampshire, known as or more particularly described as 31 Haines Road Tax Map 44 Lot 41. A 2 Bedroom, Cape style home with a detached Garage including the buildings and other improvements thereon as described in deed dated 10/22/1998 and recorded in the Merrimack County Registry of Deeds as Book 2129 Page 1581 (collectively referred to as the "PROPERTY").

3. **PRICE AND DEPOSIT:** The purchase price is Three Hundred Seven Thousand, Five Hundred and 00/100 Dollars \$ 307,500.00 ("PURCHASE PRICE"). An initial DEPOSIT ("INITIAL DEPOSIT"), in the form of Check, is to be held in an escrow account by Wolff Realty Group ("ESCROW AGENT"). BUYER will deliver earnest money in the amount of \$ 3,000 to the ESCROW AGENT's FIRM within with 3 days of the EFFECTIVE DATE. An additional deposit ("ADDITIONAL DEPOSIT") will be paid on or before 8/17/26, in the sum of \$ 0. The INITIAL DEPOSIT and the ADDITIONAL DEPOSIT (collectively, the "DEPOSIT") shall be applied to the PURCHASE PRICE, unless otherwise provided in this AGREEMENT. Balance due shall be due at the time of closing.

Provided, nonetheless, such balance due shall be net (whether plus or minus) of any prorations set forth within Section 12 of this AGREEMENT, as applicable.

4. **DEED:** Title to the PROPERTY shall be conveyed by a Quit Claim deed.

5. **TRANSFER OF TITLE:** The transfer of title shall occur on or before February 28 2027 at Merrimack Registry of Deeds or some other place of mutual consent as agreed to in writing, time being of the essence ("CLOSING").

[Handwritten signatures and initials]

6. **POSSESSION:** Full possession and occupancy of the PROPERTY with all keys shall be given upon the transfer of title free of all occupants and personal property, contracts and leases except as herein stated. SELLER agrees that the PROPERTY will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions to the foregoing: "as is as shown" IN the home & garage

BUYER reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's broker within 24-48 hours prior to CLOSING to ensure compliance with the terms of this AGREEMENT.

7. **AGENCY:** The undersigned SELLER and BUYER acknowledge the roles of the Brokers as follows:
is a L Sheldon Wolff of Wolff Realty Group
☒ SELLER agent ☐ BUYER agent ☐ facilitator ☐ disclosed dual agent* and
N/A of N/A
is a ☐ SELLER agent ☐ BUYER agent ☐ facilitator ☐ disclosed dual agent*

*If broker is acting as a disclosed dual agent, SELLER and BUYER acknowledge 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. **MAINTENANCE:** Until possession is delivered, SELLER agrees to maintain the PROPERTY in good condition and working order with the PROPERTY to be then in the same condition as of the date of this AGREEMENT, reasonable wear and tear excepted.

9. **INSURANCE:** The PROPERTY shall, until full performance of this AGREEMENT, be kept insured against fire and other casualty, with extended coverage by SELLER.

10. **LOSS:** In case of loss, all sums recoverable from any applicable insurance shall be paid or assigned, on transfer of title, to BUYER, unless the PROPERTY shall previously have been restored to its former condition by SELLER; or, at the option of BUYER, this AGREEMENT may be terminated and the DEPOSIT refunded if any such loss exceeds \$ 5000... Five Thousand Dollars

11. **TITLE:** At the CLOSING, good, clear and marketable title to the PROPERTY shall be conveyed by SELLER, free of all liens, restrictions, and other encumbrances except usual public utilities serving the PROPERTY which do not interfere with BUYER's intended use of the PROPERTY, encumbrances noted herein, and encumbrances otherwise acceptable to BUYER. Within N/A days of the EFFECTIVE DATE, BUYER may cause the title to the PROPERTY to be examined at BUYER's sole expense to determine whether title to the PROPERTY conforms to the requirements of this AGREEMENT. If upon such examination, BUYER determines that the title does not conform to the requirements of this AGREEMENT, then BUYER shall within that same period provide written notice to SELLER describing all title defects that BUYER has determined to exist, time being of the essence. SELLER shall have a reasonable time (and if applicable, the CLOSING shall be extended during such period), not to exceed thirty (30) days from the date of such notice (unless another period is agreed to in writing), to remedy such defects or provide to BUYER written assurance that such defects will be cured at or before the CLOSING, failing which BUYER may terminate this AGREEMENT at BUYER'S sole discretion by written notice to SELLER within 5 days following the end of such period. SELLER hereby agrees to undertake reasonable efforts to correct the title defect within the said thirty (30) day period.

Handwritten initials and "N/A"

12. PRORATIONS: All real estate taxes, and fuel in storage as of the CLOSING shall be apportioned, as appropriate, between the SELLER and the BUYER. Rents received by SELLER prior to CLOSING that are applicable to any period following the CLOSING date shall be credited to BUYER at CLOSING. Unless the parties otherwise agree in writing, BUYER agrees to pay over to SELLER within 10 days of receipt all rents received following the CLOSING, that are applicable to any period prior to the CLOSING date. Security deposits given by tenants and held by SELLER shall be turned over to BUYER at CLOSING. The parties agree to comply with the requirements of RSA 540-A:6 III and IV (regarding tenants' security deposits), if applicable.

13. DISCLOSURES & NOTIFICATIONS: In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER:

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.

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.

Lead Paint Disclosure Required ☒ YES ☐ NO

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.

CONDOMINIUM: If the PROPERTY is a condominium, BUYER has the right to obtain the information in RSA 356-B:58, 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.

MANDATORY NEW HAMPSHIRE DISCLOSURE & NOTIFICATION FORM: BUYER acknowledges prior receipt of SELLER's Mandatory New Hampshire Disclosure & Notification Form and signifies by initialing here:

NA

UKI

14. DUE DILIGENCE CONTINGENCY: BUYER is encouraged to seek information from professionals regarding any specific issue of concern. Neither SELLER, nor its agents or representatives, make any warranties or representations regarding the condition, permitted uses or value of the PROPERTY, including any of SELLER'S real or personal property, except to the extent specifically stated herein or attached hereto and incorporated herein.

This AGREEMENT is contingent upon BUYER's satisfaction with the results of the following inspections upon the PROPERTY as set forth below, which SELLER hereby authorizes BUYER to perform upon reasonable notice to SELLER:

TYPE OF INSPECTION:

NONE NA

within A days
within days
within 0 days
within days
within days

All inspections shall be done by professionals normally engaged in the business with proof of insurance as may reasonably be requested by SELLER, to be chosen and paid for by BUYER. BUYER shall hold SELLER harmless and shall indemnify and defend SELLER (with counsel reasonably acceptable to SELLER) for any and all claims for injury alleged to be caused by BUYER or BUYER's representatives, agents or contractors arising out of or related to BUYER's inspections of the PROPERTY. At no time shall BUYER undertake destructive or invasive testing absent the prior written approval of SELLER, in which event, BUYER agrees to immediately restore the PROPERTY to the same material condition as existed prior to such testing.

If BUYER fails to notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, or if any said investigation is not performed or completed during the time period specified, the contingency for that inspection is deemed waived by BUYER, time being of the essence. If the result of any inspection specified above is unsatisfactory to BUYER, in BUYER's sole discretion, BUYER may terminate this AGREEMENT by notifying SELLER in writing within the time period specified for such inspection and DEPOSIT will be returned as prescribed in Section 22. If requested by SELLER, BUYER shall provide SELLER with details to allow SELLER to understand the basis for termination, and if SELLER further requests, BUYER shall provide SELLER with any available inspection reports. If the result of any said investigation is unsatisfactory to BUYER and BUYER wishes to pursue a resolution other than terminating this AGREEMENT, BUYER must do so to full resolution in writing signed by both BUYER and SELLER within the time period set forth above; otherwise upon the expiration of the applicable period the due diligence contingency shall be deemed to have been waived.

In the absence of the inspection(s) identified 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

NA

NA

WAIVER OF INSPECTION RIGHTS ADDENDUM
New Hampshire Association of REALTORS® Standard Form

WOLFF REALTY GROUP
FIRM

NICOLA ANASTASY AKA NSA ACQUISITION LLC,
BUYER

31 HAINES ROAD CONCORD NH
PROPERTY ADDRESS

The undersigned buyers ("Buyer") acknowledges and agrees that Buyer is entitled to make Buyer's offer to purchase real estate contingent on the inspection of the property by one or more professionals. Such inspections are designed to ensure that there are no adverse conditions or defects affecting the property that might affect Buyer's purchase decision that a professional inspection might reveal. Buyer further acknowledges and agrees that Sheldon Wolff ("BROKER") recommends **against** waiving home inspection rights.

The Buyer acknowledges and agrees that the standard New Hampshire Association of REALTORS® Purchase and Sales Agreement includes detailed options to select a series of inspections and to make the agreement contingent upon the results of such inspections being satisfactory to Buyer.

Buyer has nonetheless decided against Broker's advice, and elects to waive the inspection contingency provisions of the Purchase and Sales Agreement for property located at 31 HAINES ROAD CONCORD NH 03301 (the "Property"). Buyer further waives the right to make Buyer's offer contingent upon satisfactory home inspection results. Buyer understands that as a result of waiving Buyer's inspection rights, Buyer will likely have no recourse if there are unknown conditions affecting the Property that might have been revealed by a professional inspection. Buyer agrees to assume all of the risk and costs associated with any such unknown conditions affecting the Property and Buyer hereby releases and waives any claims against Broker or Broker's agents, employees and representatives arising out of or related to any conditions affecting the Property that were unknown to Broker and which an inspection may have revealed.

Buyer

Date

Buyer

Date

Buyer

Date

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Wolff Realty Group, PO Box 990 Plainfield NH 03865
L. Sheldon Wolff

Phone: (603)382-2180 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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P 4.A

15. DEFAULT & LIQUIDATED DAMAGES: If BUYER shall default in the performance of its obligation under this AGREEMENT, the amount of the DEPOSIT may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages, or SELLER shall have all remedies at law and in equity.

If SELLER shall default in the performance of its obligation under this AGREEMENT, BUYER shall have all remedies at law and in equity.

16. FINANCING: This AGREEMENT ☐ is or ☒ is not contingent upon BUYER obtaining financing under the following terms:

- a. Amount: _____
- b. Rate: _____
- c. Type: _____
- d. Term/Years: _____
- e. Application: Application for financing must be made on or before _____, failing which this contingency shall be deemed to have been waived, time being of the essence.
- f. Evidence of Financing Availability: On or before 10 days after the approval of G&C to sell (the "Financing Deadline") BUYER shall provide SELLER with written evidence, reasonably acceptable to SELLER, as to BUYER's ability or inability to obtain financing, time being of the essence. Upon such notification, if BUYER is unable to obtain financing, BUYER shall have the option to terminate this AGREEMENT by providing notice of termination in writing to SELLER on or before the Financing Deadline. If BUYER has not elected to so terminate this AGREEMENT, BUYER shall provide seller with reasonable written evidence of proof of funds. SELLER shall have the right to terminate this AGREEMENT if the written evidence of ability to obtain financing or proof of funds provided by BUYER is not reasonably acceptable to SELLER. SELLER shall provide notice of such termination in writing to BUYER no later than 5 days following receipt of BUYER's written evidence.

In the case of a conditional financing commitment, including, but not limited to, a commitment contingent upon an appraisal or other requirement, after the expiration of the Financing Deadline, BUYER bears the risk of the availability of funds at CLOSING.

In the event of termination of this AGREEMENT pursuant to this Section 16, the DEPOSIT will be returned as prescribed in Section 22.

17. ADDITIONAL PROVISIONS:

#1. The Buyers Must Commission a NH Licensed Land Surveyor to prepare a perimeter boundary plan illustrating the existing right of way or any mutually agreed upon adjustments. All Survey work must adhere to the New Hampshire code of administrative rules 503.09 and encompass all elements outlined in the NH DOT Right-of-way Layout Plan Checklist. All deflection points, PTs, and PCs shall be monumented and shown on the preliminary plan to be submitted to the Department for review and approval. Following approval from the department, the surveyor is obligated to record the plan in the Merrimack County Registry of deeds. Upon request, the buyer shall furnish a full-size copy of the record plan along with a draft legal description of the parcel to be conveyed.

Continued... See Addendum Additional Provisions 1

[Handwritten signatures]

ADDENDUM

PROPERTY: **31 Haines Road , Concord , NH 03302**

1) Additional Provisions

#2. The buyer will be responsible for obtaining any and all local and state land use approvals before closing.

#3. 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.

#4. This agreement is a binding contract and shall become effective upon the approval of the Governor and Council, pursuant to RSA 4:39-c. *Walter Smith*

#5. The property will be conveyed as is, where is, and with all faults. *Walter Smith*

Date:

8/17/26

Signature

Walter Smith NA

Date:

Signature

Date:

8/20/2026

Signature

Adam Smith Assistant Administrator

Date:

Signature

Addendum

OK

"PSA"

18. ENTIRE AGREEMENT: This AGREEMENT 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.

19. GOVERNING LAW & VENUE: This AGREEMENT 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 provisions. Any action, lawsuit or proceeding filed by BUYER or SELLER arising out of or relating to this AGREEMENT shall be exclusively brought in any court of competent jurisdiction located in New Hampshire, which shall have exclusive jurisdiction over all related counterclaims. Each of the parties irrevocably submits to the jurisdiction of that court in any such action, lawsuit or proceeding, and waives any objection that it, he, or she may now or hereafter have to venue or to convenience of forum.

20. ELECTRONIC COPIES: For the purposes of executing and delivering this AGREEMENT, (i) a document signed, and then electronically scanned and emailed, or transmitted by facsimile or other electronic means shall be treated as an original document, (ii) the signature of any party on such document shall be considered as an original, (iii) the document transmitted (or the document of which the page containing the signature or signatures of one or more parties is transmitted) shall have the same effect as a counterpart thereof containing original signatures, and (iv) at the request of a party, each party who executed a document transmitted by such means, shall re-execute such document or a counterpart as an original. No party may raise the use of such electronic means for the purpose of transmitting a signature of that party or another party as a defense to the enforcement of this AGREEMENT or any other document required to be delivered in accordance with its terms, including any amendment thereof.

21. NOTICE & EFFECTIVE DATE: 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 in writing, which writing shall be deemed to include email. The effective date is that date upon which a fully executed copy of the contract has been delivered to BUYER and SELLER. 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, 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.

22. DEPOSIT: In the event of termination of this AGREEMENT pursuant to the terms herein, the full DEPOSIT shall be refunded to BUYER pursuant to RSA 331-A and all parties shall be released from any further obligations hereunder, except for such obligations as expressly survive the termination pursuant to this AGREEMENT. The release of the DEPOSIT by ESCROW AGENT shall be contingent upon delivery to the ESCROW AGENT of an AGREEMENT in writing between all parties, by an order of a court of competent jurisdiction, or as otherwise authorized by law.

In furtherance of RSA 331-A, in the event of any dispute relative to the DEPOSIT held in escrow, the ESCROW AGENT may, in its sole discretion, pay said DEPOSIT 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 costs, including reasonable attorneys fees, of bringing such Interpleader action from the DEPOSIT held in escrow prior to the forwarding of same to the clerk of such court.

Handwritten signature and initials in blue ink, likely representing the parties to the agreement.

23. 1031 EXCHANGE: The parties hereto acknowledge that either party may qualify the sale of the PROPERTY as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code (the "1031 Exchange"). Each party agrees that the other party may assign its rights under this AGREEMENT to a Qualified Intermediary (as defined in Treas. Reg. § 1.1031(k)-1(g)(4)(iii)) (the "QI") as necessary to facilitate the 1031 Exchange. The parties further agree to cooperate with one another and their respective QIs in order to enable each party to complete their 1031 Exchange, provided that each party is responsible for its own expenses and/or liabilities, if any, and provided the 1031 Exchange does not delay the CLOSING.

This is a legal instrument. Legal, tax or other counsel should be consulted before signing.

BUYER: NJA Acquisition LLC or assigns 8/17/26
Date
By:  NA Its: Manager - member
Hereunto Duly Authorized
Address: 709 Keith Ave Pembroke NH 03275
Street Address, City, State, Zip

SELLER: State of New Hampshire, Department of Transportation, Department of Right-of-Way, 8/20/2026
Date
By:  Adam Smith Its: Assistant
Administrator, Bureau of Right-of Way
Hereunto Duly Authorized
Address: 7 Hazen Drive 7 Hazen Drive P.O. Box 483 Concord NH 03302-0483
Street Address, City, State, Zip



STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

EAS
FROM: Eric G. Sargent
Administrator

DATE: February 20, 2026

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

SUBJECT: Sale of State-Owned Land in Concord
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 improved State-owned land, located on the easterly side of Haines Road (known as 31 Haines Road) in the City of Concord, County of Merrimack, totaling an acreage of 0.37±. The Department requests approval to sell the subject property in the open market by entering into a listing agreement with a pre-qualified Realtor. The Department will sell the subject property at fair market value with a listing price of no less than the current tax assessed value of \$206,500.00 with a tax assessed equalization value of \$320,652.00. The subject property will include a 2-bedroom, 1-bath, 1936 Single-Family home with a detached 1-car garage thereon. 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 processing the disposal of a parcel of improved State-owned land located on the easterly side of Haines Road in the City of Concord. The parcel was acquired in 1998 for the Concord-Laconia STP-NHS-RS-T-X-212(4), 10672 Project. The breakdown of the parcel is as follows:

- Parcel 11 was acquired in 1998 from William Taranovich Jr. by Warranty Deed recorded on October 19, 1998, at the Merrimack County Registry of Deeds in Book 2123, Page 1581. The State acquired 0.45± acres for \$110,000, including the improvement of a 1936 Single-Family home with a detached 1-car garage to widen the ROW along Route 106. The remainder of Parcel 11 is approximately 0.37± after the Concord-Laconia STP-NHS-RS-T-X-212(4), 10672 Project was completed and is identified as Concord Tax Map 44, Lot 4.

After a Departmental review, it was determined that the subject property is surplus to the Department's operational needs and available for disposal. The subject property 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 Buyer must commission a Land Surveyor licensed in New Hampshire to prepare a Perimeter Boundary Plan illustrating the existing right-of-way or any mutually agreed-upon adjustments. All survey work must adhere to the New Hampshire Code of Administrative Rules 503.09 and encompass all elements outlined in the NHDOT Right-of-Way Layout Plan checklist. All deflection points, points of tangent and points of curve shall be monumented and shown on the preliminary plans to be submitted to the Department for review and approval. Following approval from the Department, the surveyor is obligated to record the plan in the Merrimack County Registry of Deeds. Upon request, the buyer shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.
- The Buyer is responsible for an additional administrative fee of \$1,100 due 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 3 (Belknap, Hillsborough, and Merrimack Counties) will be sent a request to submit a market analysis for the subject property. The approved realtors shall receive a 5% real estate commission.

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

Pursuant to RSA 4:39c, the Department will solicit interest from the City of Concord.

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 property, as outlined above.

EGS/EMB
Attachments

From: Walsh, Matthew <MWalsh@ConcordNH.gov>
Sent: Tuesday, May 12, 2026 4:58 PM
To: Billings, Elizabeth
Subject: 31 Haines Road Right of First Refusal
Attachments: [2026-04-09 #31 Haines Rd CORD Notice.pdf](#)

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Hello Liz:

Thank you for your letter dated April 9, 2026 concerning the State's proposed divestment of #31 Haines Road (attached). The City has reviewed, and will not be invoking our Right of First Refusal per RSA 4:39-c for this particular transaction.

Best of luck with your sale!

Best Regards,
Matt Walsh
Deputy City Manager - Development



City of Concord
41 Green Street, Concord NH 03301
(603) 225-8595
mwalsh@concordnh.gov
www.concordnh.gov



From: Andrew Cadorette <acadorette@nhhousing.org>
Sent: Monday, April 13, 2026 11:04 AM
To: Billings, Elizabeth
Cc: Rhiannon Black
Subject: RE: State-Owned Land in Concord
Attachments: [LOI -NHHFA, 31 Haines Rd Concord.pdf](#)

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 Liz. Thank you for sharing the information on the property located at 31 Haines Road, in Concord.

NH Housing will be passing on this opportunity.

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: Billings, Elizabeth <Elizabeth.M.Billings@dot.nh.gov>
Sent: Thursday, April 9, 2026 11:47 AM
To: Andrew Cadorette <acadorette@nhhousing.org>
Subject: Re: State-Owned Land in Concord

Hi Andrew,

Please see the attachment in this message. Happy almost Friday!

Thank you,

Liz Billings
Property Agent

Department of Transportation
Bureau of Right of Way
Email: elizabeth.m.billings@dot.nh.gov
Phone: (603) 271-3987
7 Hazen Drive, P.O. Box 483
Concord, NH, 03302-0483

From: Billings, Elizabeth <Elizabeth.M.Billings@dot.nh.gov>
Sent: Thursday, April 9, 2026 11:40 AM
To: acadorette@nhhfa.org <acadorette@nhhfa.org>
Subject: State-Owned Land in Concord

Hi Andrew,

I sent out a letter today to Robert for a single-family home in Concord and wanted to send you a scanned copy for your review.

Please let me know if you have any questions!

Best,

Liz Billings

Property Agent
Department of Transportation
Bureau of Right of Way
Email: elizabeth.m.billings@dot.nh.gov
Phone: (603) 271-3987
7 Hazen Drive, P.O. Box 483
Concord, NH, 03302-0483

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New Hampshire Association of REALTORS® Standard Form

1. The undersigned **SELLER** (including owner, heirs, personal representatives, administrators and assigns), State of New Hampshire, Department of Transportation ("SELLER"), hereby gives the undersigned Wolff Realty Group ("FIRM"), on this date, _____, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 31 Haines Road, Concord, NH 03302 owned by **SELLER** consisting of, single family residence on aprox .37 +/- acres and including any other property, real or personal, subsequently added thereto, recorded in the Merrimack County Registry of Deeds in Book 2129 Page 1581 ("PROPERTY"), the exclusive right to sell, lease or exchange said **PROPERTY** at a price of \$ 324,900.00 on the terms herein stated, or at any other price and terms to which **SELLER** may authorize or consent.

- ☒ Not applicable - FIRM does not practice dual agency
-  6-16-2026
- SELLER DATE

SELLER	EGS	DATE
Initials	SELLER	FIRM



EXCLUSIVE LISTING AGREEMENT

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.

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.

8. **SPECIAL CONDITIONS-SELLER agrees:**

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

Initials

IGS

SELLER

FIRM



EXCLUSIVE LISTING AGREEMENT

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.

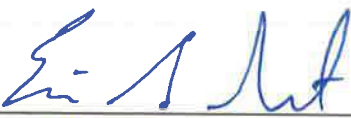
9. ADDITIONAL PROVISIONS:

#1. The Department will assess an administrative fee of \$1,100, pursuant to RSA 4:40, III-A to be paid by the buyer at closing.
#2. As condition of this sale the buyer will be required to commission a Land Surveyor licensed in New Hampshire to prepare a perimeter boundary plan illustrating the existing right-of-way or any mutually agreed-upon adjustments. All survey work must adhere to the New Hampshire Code of Administrative Rules 503.09 and encompass all elements outlined in the NHDOT Right-of-way Layout Plan checklist. All deflection points, PT's and PC's shall be monumented and shown on the preliminary plan to be submitted to the Department for review and approval. Following the Approval from the Department, the Surveyor is obligated to record the plan in the Merrimack County Registry of Deeds. Upon request, the buyer shall furnish a full-size copy of the recorded plan along with a draft legal description of the parcel to be conveyed.
#3. The buyer will be responsible for obtaining any and all local and State land use approvals before closing.
#4. This agreement is a binding contract that shall become effective upon approval of the Governor and Executive Council
#5. The listing agent will be responsible for advertising and holding an open house at the property within 5 days of being "active" also known as "Coming Soon" on the open market. The open house shall be scheduled for 3 hours. The property will not be shown for the 4-5 days while listed on the MLS as "Coming Soon" prior to the open house, with the first showings at the open house. Open houses are to occur 2x a month each month until the property is under contract or agreement.
#6. Seller agrees and acknowledges that the firm will communicate a seller contribution of 2% of the gross sales price as an offer of compensation to a firm having procured and working with a buyer from the 5% commission fee provided to the listing agent.
#7. Posting onto the MLS system within 5 days of an effective Agreement.

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.

 6-16-2026

SELLER ERIC C. SARGENT DATE

Administrator, Bureau of
Right-of-Way

ADDRESS

7 Hazen Drive Concord NH 03301

CITY STATE ZIP

Wolff Realty Group

FIRM BY L. Sheldon Wolff

5 Blossom road Plaistow NH 03865

ADDRESS

SELLER DATE

ADDRESS

CITY STATE ZIP

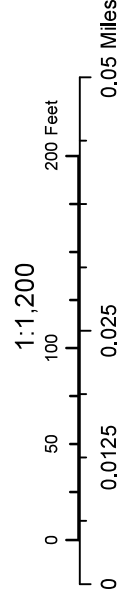
TITLE DATE

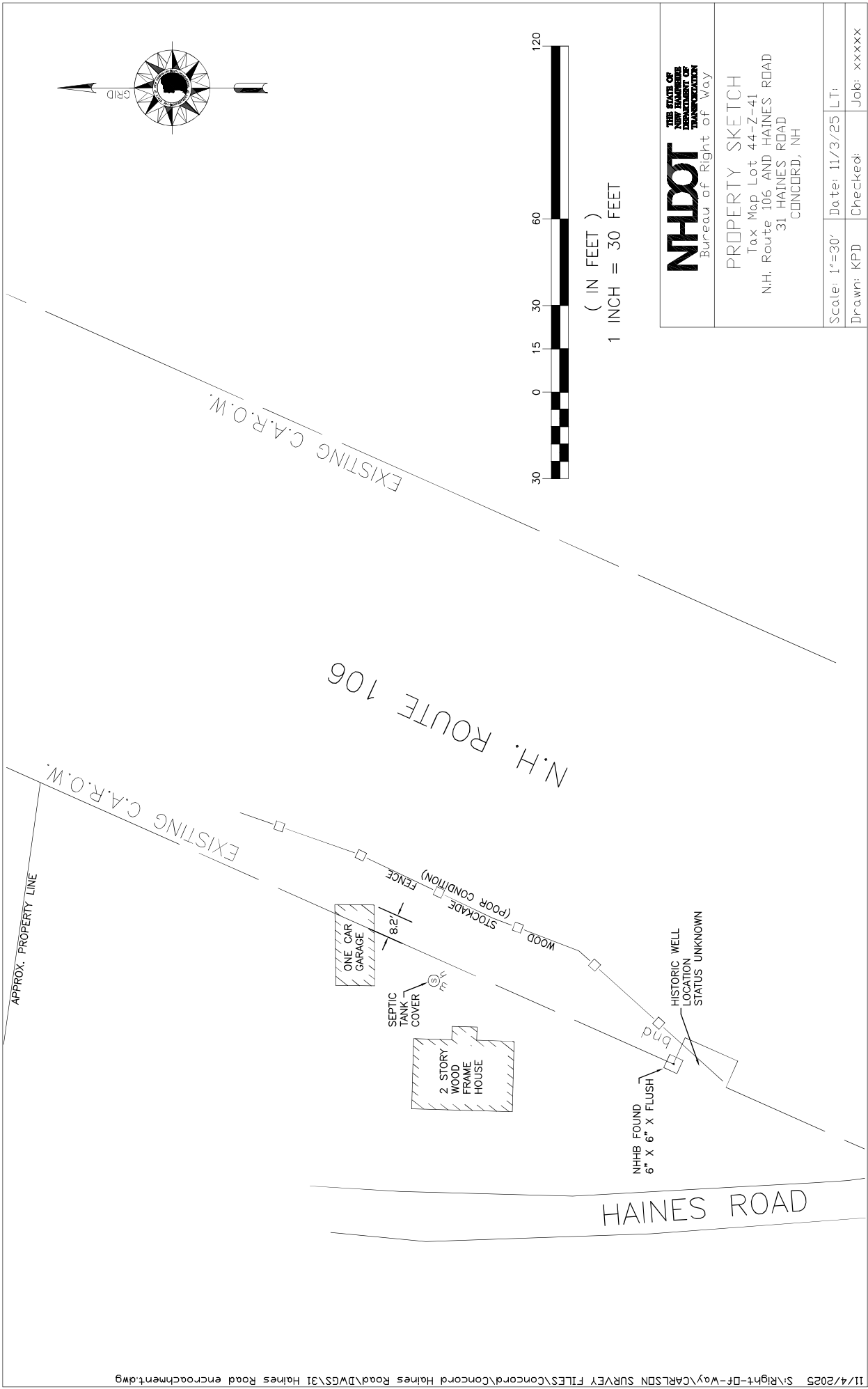
CITY STATE ZIP

31 Haines Road, Concord
Tax Map 44, Lot 41



September 15, 2025





31 Haines Road

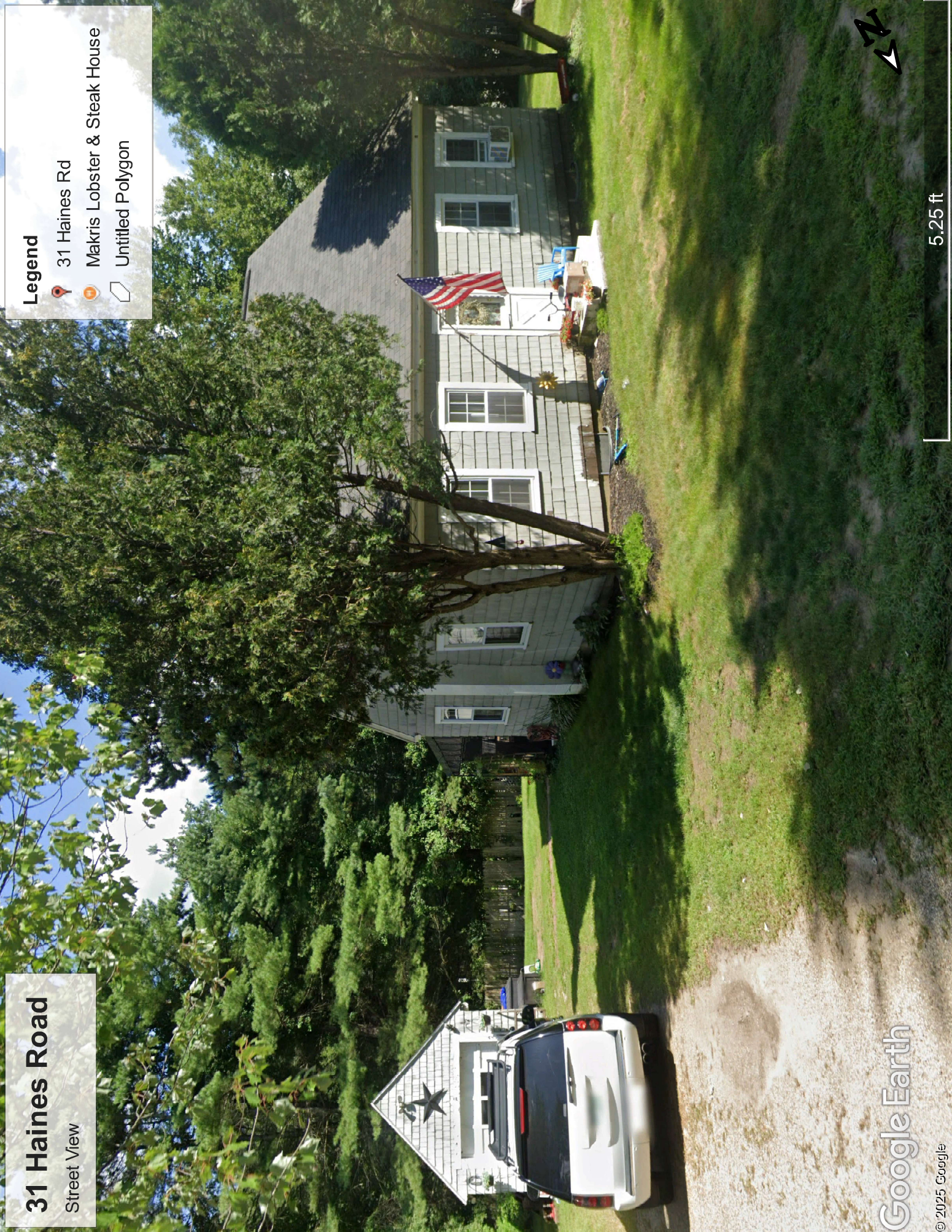
Street View

Legend

 31 Haines Rd

 Makris Lobster & Steak House

 Untitled Polygon



5.25 ft