



29 - 10/21/26
The State of New Hampshire
Department of Transportation



David M. Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

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

Bureau of Right-of-Way
October 1, 2026

Requested Action

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 Greyson B. Merrill and Jennifer L. Merrill (Buyers), for \$60,000, with the Bureau assessing an administrative fee of \$1,100. The parcel, consisting of 1.15± acres of unimproved land, is located at 470 Tasker Hill Road in the Town of Madison, County of Carroll. The subject parcel is identified as Tax Map 204, Lot 11.
2. The Bureau further requests authorization to compensate Badger Peabody & Smith Realty from the proceeds of the sale a 6% (\$3,600) commission fee, of which 3% (\$1,800.00) will be provided to the Buyer's agent 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% Federal Payback funds.

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156	FY 2027
Administrative Fee	\$1,100
04-096-096-963015-3049-405215	FY 2027
Federal Payback	\$56,400
(100% of \$56,400)	
Total	\$57,500

Explanation

The Bureau is processing the disposal of 1.15± acres of land in Madison as described above. The Bureau acquired this parcel for the Conway 11339B Project. The following parcel is part of the request from the Buyer:

- Parcel 63 was acquired from Mary C. Tasker in 2003 by Warranty Deed recorded at the Carroll County Registry of Deeds in Book 2236, Page 176. The State acquired a total of 1.15 ± acres with improvements thereon for \$130,000.

The Department of Transportation reviewed this request and determined it was 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 property shall be conveyed subject to a perpetual 30-foot trail easement and right-of-way, to the benefit of the State of New Hampshire, Department of Natural and Cultural Resources (DNCR). DNCR will relocate the trail easement to the northerly property line.

At the meeting of the Long-Range Capital Planning and Utilization Committee on January 12, 2026, the request (LRCP 25-045) was approved, authorizing the Bureau to enter into a listing agreement with Badger Peabody & Smith Realty to sell the property for \$79,000 and assess an administrative fee of \$1,100. The Committee's approval authorized the Bureau to compensate the Realtor with a 6% commission fee from the sale proceeds, of which 3% will be provided to the Buyer's agent for real estate services.

The subject property was listed on the open market on January 16, 2026, for \$79,000. The listing firm received two (2) offers at offer prices of \$50,000 and \$55,000. Feedback from prospective buyers indicated that the original listing price of \$79,000 was not financially viable in current market conditions and was too high given the property's encumbrance by a snowmobile trail. Contributing market factors influencing sales include, but are not limited to, current inflation and increased interest rates.

After 6 months of marketing the property with no interest at the listing price, the listing firm professionally recommended a price reduction, and the Bureau agreed in July 2026 to reduce the price to \$65,000. Because the price was reduced by more than 10%, an Informational Memo was submitted for the next scheduled Long Range Capital Planning and Utilization Committee meeting on September 14, 2026. The Realtor reduced the price, continued marketing the property as requested, and brought all offers to the Bureau for consideration. On August 4, 2026, the Bureau entered into a Purchase and Sale Agreement with Greyson B. Merrill and Jennifer L. Merrill for \$60,000 and an administrative fee of \$1,100.

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

Pursuant to RSA 4:39-c, the Bureau formally solicited interest from the Town of Madison 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 "D. Rodrigue", with a long horizontal flourish extending to the right.

David M. Rodrigue, P.E.
Commissioner

DMR/emb

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



Aug 4, 2026

EFFECTIVE DATE")
 3 of this Agreement.

1. **THIS AGREEMENT** made this 31st day of July, 2026 between
State of New Hampshire

_____, ("SELLER") of PO BOX 483
 City/Town Concord, State NH Zip 03302-0483
 and Greyson B Merrill, Jennifer L Merrill

_____, ("BUYER") of 17 Middle Shore Drive
 City/Town Madison, State NH Zip 03849

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in
 City/Town of Madison located at 470 Tasker Hill Road
 County Carroll Book 2236 Page 0176 Date 11/07/2003 ("PROPERTY").

3. The **SELLING PRICE** is Sixty Thousand Dollars \$60,000.00

A DEPOSIT in the form of check/wire, is to be held in an escrow account by Badger
Peabody & Smith Realty ("ESCROW AGENT"). BUYER ☒ has delivered, or ☐ will deliver to the ESCROW
 AGENT's FIRM within ___ days of the EFFECTIVE DATE, a deposit of earnest money in the amount of
\$4,000.00. BUYER agrees that an additional deposit of earnest money in the amount of
\$ 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
\$56,000.00.

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 January 29, 2027 at buyers title companies office
 _____ 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: none

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM
 within 0 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:

Jeana M. Hale-Dewitt of Badger Peabody & Smith Realty
 is a ☐ seller agent ☒ buyer agent ☐ facilitator ☐ disclosed dual agent*

Grace Mark of Badger Peabody & Smith Realty
 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 \$n/a.

SELLER(S) INITIALS ELZS

BUYER(S) INITIALS GBM JM

© 2025 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED 10.2025

PAGE 1 OF 6



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 none

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 INITIALIZING HERE:

GEM

JLM

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

EES

BUYER(S) INITIALS

GEM

JLM

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. _____	☐	☐	within _____ days
e. Radon Water Quality	☐	☒	within _____ days	j. _____	☐	☐	within _____ days

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

- (a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or
- (b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:
- 1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or
 - 2) If SELLER elects not to repair or remedy the unsatisfactory condition(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: GBM JM

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

	YES	NO		YES	NO
a. Restrictive Covenants of Record	☐	☒	d. Condominium documentation per N.H. RSA 356- B:58	☐	☒
b. Easements of Record/Deed	☒	☐	e. Co-op/PUD/Association Documents	☐	☒
c. Park Rules and Regulations	☐	☒	f. Availability of Property/Casualty Insurance	☐	☒
			g. Availability and cost of Flood Insurance	☐	☒

If such review is unsatisfactory, BUYER must notify SELLER in writing within 7 days from the effective date of the Agreement failing which such contingency shall lapse. If BUYER so notifies SELLER, then all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

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

SELLER(S) INITIALS EGS

BUYER(S) INITIALS GBM JM

© 2025 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED 10.2025

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 \$60,000.00 TERM/YEARS _____ RATE _____ MORTGAGE TYPE Home equity Line of credit

Buyers are preapproved

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 1 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 August 24, 2026 ("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 GEM JM

© 2025 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED 10.2025

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 with 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 GBM / JLM

20. ADDITIONAL PROVISIONS:

Buyer is responsible for \$1,100 administrative fee to the department
Sale is subject to the approval by the Governor and Executive Council
The buyer will be responsible for obtaining any and all local and state land use approvals prior to closing.
The property shall be conveyed subject to a perpetual 30-foot trail easement and Right-of-Way, to the benefit of the State of New Hampshire, Department of Natural and Cultural Resources (DNCR). The location of trail easement is to be determined (northern border of property). * As depicted as Exhibit A Attached here to. *
Seller to move trail to Northern border of property by Jan 1, 2028
Buyer _____ Seller _____
GBM / JLM EGS

CONCESSIONS:

PROFESSIONAL FEE:

This contract includes a Buyer Agency fee of 3% to be paid from seller funds at closing and offset by any cooperative fee received from the listing agent.

21. ADDENDA ATTACHED: ☐ Yes ☒ No

SELLER(S) INITIALS EGS

BUYER(S) INITIALS GBM / JLM

© 2025 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED 10/2025

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 initiated 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.

Signed by: Greyson B Merrill 7/31/2026
 BUYER DATE/TIME
 Greyson B Merrill

Signed by: Jennifer L Merrill 7/31/2026
 BUYER DATE/TIME
 Jennifer L Merrill

17 Middle Shore Drive

MAILING ADDRESS

17 Middle Shore Drive

MAILING ADDRESS

Madison NH 03849
 CITY STATE ZIP

Madison NH 03849
 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.

E. A. H. 8-42026
 SELLER DATE/TIME
 State of New Hampshire

SELLER DATE/TIME

PO BOX 483

MAILING ADDRESS

MAILING ADDRESS

Concord NH 03302-0483
 CITY STATE ZIP

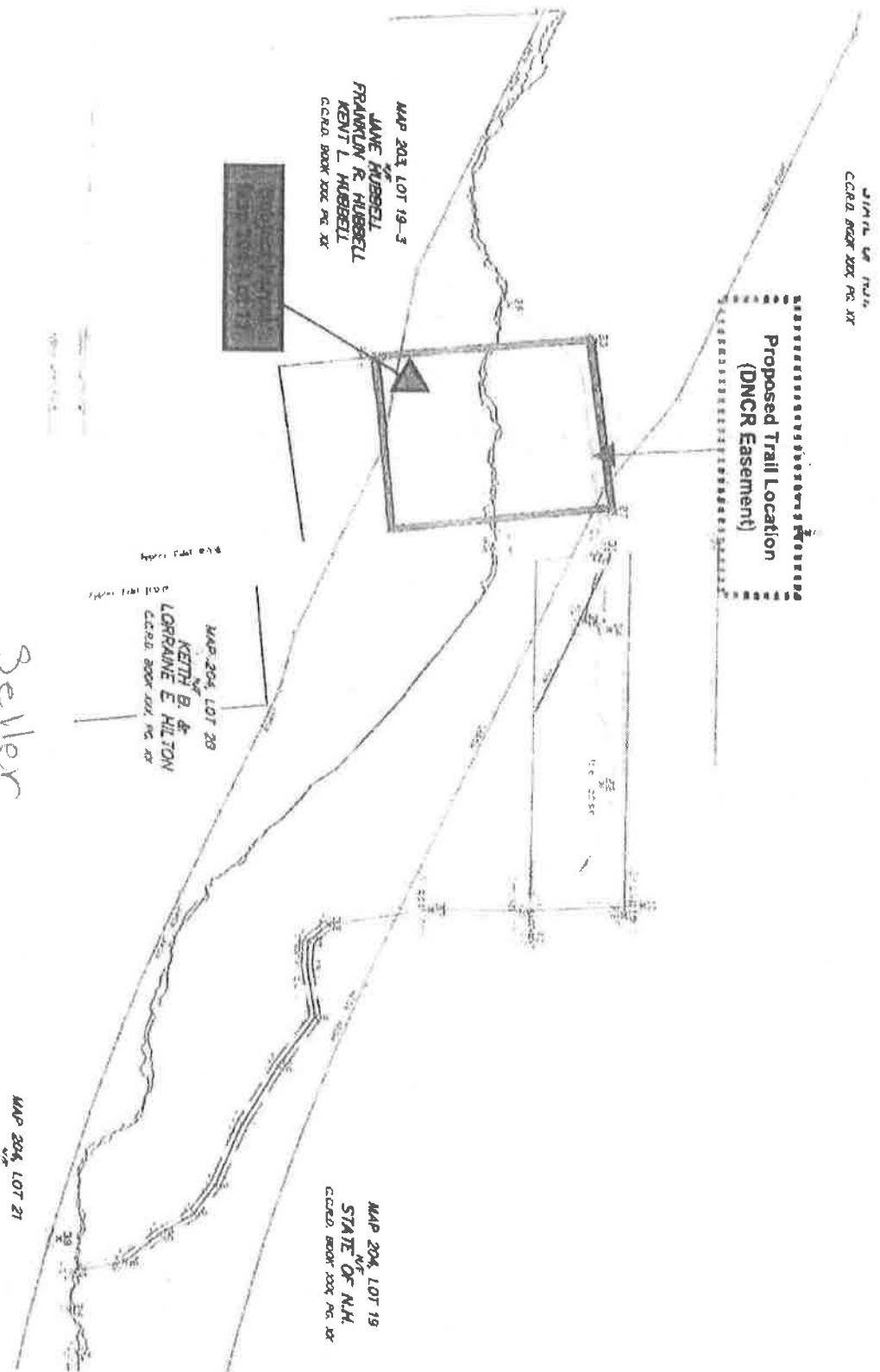
CITY STATE ZIP

SELLER(S) INITIALS EAS

BUYER(S) INITIALS GBM JLM

© 2025 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED 10/2025

Exhibit A



Seller

GBM

EHS

**TOWN OF MADISON
OFFICE OF SELECTMEN
POST OFFICE BOX 248
MADISON, NEW HAMPSHIRE 03849**

Phone: 603-367-4332

Fax: 603-367-4547

December 24, 2025

Shannon Donnelly, Chief of Property Management
NH DOT
7 Hazen Dr
PO Box 483
Concord, NH 0330-0483

DEPT. OF TRANSPORTATION
BUREAU OF RIGHT OF WAY

DEC 29 2025

RECEIVED

**RE: Madison Tax Map 20 Lot 011
Parcel #63
Project #11339B**

Dear Ms Donnelly,

The Board of Selectmen are in receipt of your letter dated December 12, 2025 in regards to a parcel in Madison known as Map 204 Lot 011. Pursuant to RSA 4:39-c:1 the Board understands that you contacted them to solicit the Town's interest prior to making this property available to the general public.

The Board discussed your offer at their meeting on December 23, 2025 and respectfully declined the offer to purchase the property by unanimous agreement.

Thank you for contacting us. Should you have any questions I can be reached at 603-367-4332 x300 Monday through Thursday 8am to 4pm.

Sincerely,



Linda Shackford
Town Administrator

From: Andrew Cadorette <acadorette@nhhfa.org>
Sent: Wednesday, December 17, 2025 9:26 AM
To: Billings, Elizabeth
Cc: Rhiannon Black
Subject: RE: Sale of State-owned Land in Madison

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 Elizabeth. Thanks for the follow up on the Madison property. NH Housing will be passing on this opportunity.

I did request more information from James on the various single-family homes DOT is looking to divest. I was not sure who the contact was on that one.

Andy

ANDREW CADORETTE

Senior Manager, Marketing and Outreach
Homeownership Division
New Hampshire Housing
PO Box 5087, Manchester, NH 03108
32 Constitution Dr., Bedford, NH 03110
D 603.310.9287 | M 603.310.9287
acadorette@nhhfa.org | NHHousing.org

From: Billings, Elizabeth <Elizabeth.M.Billings@dot.nh.gov>
Sent: Wednesday, December 17, 2025 7:57 AM
To: Andrew Cadorette <acadorette@nhhfa.org>
Subject: Sale of State-owned Land in Madison

Good morning Andy,

The Department is preparing to dispose of a 1.15+/- acre parcel located at 470 Tasker Hill Road (Tax Map 204, Lot 11) in Madison. I sent a certified letter out on 12/11/25 but noticed that I forgot to send you a digital copy as well.

Tis the season to be busy!

Please see a copy of the attached letter and enclosed maps. Please let me know if you have any questions regarding the 30ft trail easement.

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

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

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

LRCP 25-045

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: EGS
Eric G. Sargent
Administrator

DATE: December 12, 2025

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

SUBJECT: Sale of State-Owned Land in Madison
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 at 470 Tasker Hill Road in the Town of Madison, County of Carroll, totaling an acreage of 1.15+/- . The appraised value for the parcel is \$78,500.00. The Department will enter into a listing agreement, with a listing price of \$79,000, for a one-year term with Grace Mark of Badger Peabody & Smith Realty. The subject parcel will include a perpetual 30-foot trail easement and Right-of-Way, to the benefit of the State of New Hampshire, Department of Natural and Cultural Resources (DNCR) 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 currently processing the disposal of a parcel of State-owned land located at 470 Tasker Hill Road in the Town of Madison. The parcel was acquired in 2003 for the Conway 11339B Project. The breakdown of the parcel is as follows:

- Parcel 63 was acquired from Mary C. Tasker in 2003 by Warranty Deed recorded at the Carroll County Registry of Deeds in Book 2236, Page 176. The State acquired a total of 1.15 +/- acres. Parcel 63 is identified as Madison Tax Map 204, Lot 11.

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 will be responsible for obtaining any and all local and State land use approvals before closing.
- The property shall be conveyed subject to a perpetual 30-foot trail easement and Right-of-Way, to the benefit of the State of New Hampshire, Department of Natural and Cultural Resources (DNCR). The location of the Trail easement is to be determined. See attached Plan for proposed location.

In accordance with New Hampshire Administrative Rules, chapter Tra 1000, "Process for Marketing and Sale of State-Owned Property Utilizing Real Estate Professionals," and Chapter Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 1 (Carroll, Coos, and Grafton) 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.

- 1% above \$4,000,001.00
- 2% from \$3,000,001.00 to \$4,000,000.00
- 3% from \$2,000,001.00 to \$3,000,000.00
- 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 a response from the following firm.

Badger Peabody & Smith	\$38,000 – 53,000.00
P.O. Box 750	
2633 White Mountain Highway	
North Conway, NH 03860	

State Appraisal	\$78,500.00
-----------------	-------------

The Pre-Qualification Committee reviewed the above information and determined that a value of \$79,000.00 was an appropriate value for this property and selected Grace Mark of Badger Peabody & Smith to market the property, on behalf of the Department.

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

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/EMB
Attachments

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



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

1. The undersigned seller (including owner, heirs, personal representatives, administrators and assigns), State of New Hampshire, Department of Transportation ("SELLER"), hereby gives the undersigned Badger Peabody & Smith Realty ("FIRM"), on this date, 1-15-2026, in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 470 Tasker Hill Road, Madison, NH 03849 Map 204, Lot 11 owned by SELLER consisting of 1.15 acres and including any other property, real or personal, subsequently added thereto, recorded in the Carroll County Registry of Deeds in Book 2236 Page 0176 ("PROPERTY"), the exclusive right to sell, lease or exchange said PROPERTY at a price of \$ 79,000.00 on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent.

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

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

3. THIS AGREEMENT SHALL BE IN EFFECT from January 12, 2026 through January 12, 2027. Upon full execution of a contract for sale and purchase of the PROPERTY, the expiration date of this Agreement shall automatically be extended to the closing date specified in the Purchase & Sales Agreement and shall remain that date even if the contract is extended. It is understood that unless otherwise indicated below, FIRM will enter this listing into the MLS Prime Multiple Listing Service or any other appropriate multiple listing service (collectively "MLS") within two business days (or within one business day after publicly marketing a "residential" property) which information shall be distributed electronically and by other means. The commission as provided above shall also be due if the PROPERTY is contracted to be sold or has been sold, leased, conveyed, exchanged or otherwise transferred within 3 months after the expiration or rescission of this Agreement to anyone whom FIRM has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY. Should an escrow deposit on a fully executed Purchase & Sales Agreement be forfeited, one half shall belong to the undersigned SELLER and one half shall belong to the above named FIRM as a fee for professional services, or n/a.

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

Grace Mark as SELLER'S designated agent(s).

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

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

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

Grace Mark SELLER DATE 1-15-2026 SELLER DATE

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

SELLER DATE SELLER DATE

☐ Not applicable - FIRM does not practice dual agency.

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

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

Initials EGS
Seller FIRM

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



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

8. SPECIAL CONDITIONS-SELLER agrees:

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

9.

ADDITIONAL PROVISIONS:

Professional fee shall be a commission based on the total Gross Sales Price of the sale, calculated as follows:	
*	1% above \$4,000,001.00
*	2% from \$3,000,001.00 to \$4,000,000.00
*	3% from \$2,000,001.00 to \$3,000,000.00
*	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
Continued... See Addendum Additional Provisions 1	

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.

1-15-2026
SELLER State of New Hampshire, Department DATE
7 Hazen Drive
John O. Morton Building, PO Box 483 room 100
ADDRESS ADDRESS
Concord NH 03302
CITY STATE ZIP
CITY STATE ZIP

Badger Peabody & Smith Realty
FIRM BY Grace Mark TITLE DATE

2633 White Mountain Hwy
ADDRESS North Conway NH 03860
CITY STATE ZIP

ADDENDUM

PROPERTY: **470 Tasker Hill Road , Madison , NH 03849**

1) Additional Provisions

Seller agrees and acknowledges that Listing Firm will communicate a Seller Contribution of 50% of the commission paid to the listing firm as an offer of Compensation to a Firm having procured and working with a Buyer. Such Fee will be paid from the full fee as noted above in additional provisions.

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.

The Buyer will be responsible for obtaining any and all local and State land use approvals before closing.

The property shall be conveyed subject to a perpetual 30-foot trail easement and Right-of-Way, to the benefit of the State of New Hampshire, Department of Natural and Cultural Resources (DNCR). The location of the Trail easement is to be determined. See attached Plan for proposed location.

Date: 1-15-2026

Signature

State of NH, DOT

Date: _____

Signature

Date: _____

Signature

Date: _____

Signature

Addendum

[illegible][illegible][illegible]

JANUARY 19, 2011
C.C.R.D. BOOK XXX, PG. XX

Proposed Trail Location (DNCR Easement)

Subject Parcel
Map 204, Lot 11

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 203, LOT 19-3
N/F

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 19
N/F
STATE OF N.H.
C.C.R.D. BOOK XXX, PG. XX

KEITH B. & LORRAINE E. HILTON
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 20
N/F

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 11
N/F

JANUARY 19, 2011
C.C.R.D. BOOK XXX, PG. XX

Proposed Trail Location (DNCR Easement)

Subject Parcel
Map 204, Lot 11

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 203, LOT 19-3
N/F

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 19
N/F
STATE OF N.H.
C.C.R.D. BOOK XXX, PG. XX

KEITH B. & LORRAINE E. HILTON
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 20
N/F

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 11
N/F

JANUARY 19, 2011
C.C.R.D. BOOK XXX, PG. XX

Proposed Trail Location (DNCR Easement)

Subject Parcel
Map 204, Lot 11

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 203, LOT 19-3
N/F

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 19
N/F
STATE OF N.H.
C.C.R.D. BOOK XXX, PG. XX

KEITH B. & LORRAINE E. HILTON
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 20
N/F

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 11
N/F

[illegible]

Proposed Trail Location (DNCR Easement)

Subject Parcel
Map 204, Lot 11

JANE HUBBELL
FRANKLIN R. HUBBELL
KENT L. HUBBELL
C.C.R.D. BOOK XXX, PG. XX

MAP 203, LOT 19-3
N/F

STATE OF N.H.
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 19
N/F
STATE OF N.H.
C.C.R.D. BOOK XXX, PG. XX

MAP 204, LOT 20
N/F
KEITH B. & LORRAINE E. HILTON
C.C.R.D. BOOK XXX, PG. XX

Grass trail, **Pipe loose**, **Lawn Care**, **Clearing Line Slope Bench**, **Slope Bench**, **BYPASS**, **ROAD**, **TO BE RECORDED**, **APPROX. EXIST. ROW**, **APPROX. EXIST. ROW**.

[illegible][illegible]

Madison Tax Map 204, Lot 11

