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 21, 2026

Requested Action

1. Pursuant to RSA 4:39-f, authorize the Bureau of Right-of-Way (Bureau) to sell a parcel of improved State-owned land directly to Mark and Cynthia Timmons (buyers) for $325,000, with the Bureau providing $10,000 in concessions to the Buyers for closing costs and assessing an administrative fee of $1,100. The parcel consists of a single-family residential dwelling and contains 1.39 ± acres of land, with a physical address of 301 Webster Street in the Town of Hudson, County of Hillsborough. The subject parcel is identified as Tax Map 128, Lot 9.

2. The Bureau further requests authorization to compensate NAI Norwood (Realtor) from the net proceeds of the sale a 5% commission fee of ($15,750), of which 2% ($6,300) of the commission fee will be provided to the Buyer's Agent for real estate services, effective upon Governor and Executive Council approval.

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

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

Funding is to be credited as follows:

04-096-096-960015-0000-UUU-402156 Administrative Fee		**FY 2027** $1,100
04-096-096-960017-0000-UUU-409278 Row Property Sales-TRNPK 100% of $299,250		**FY 2027** $299,250
	Total:	$300,350

Explanation

The Bureau is processing the disposal of 1.39 ± acres of improved land in Hudson as described above. This parcel was acquired for the Circumferential Highway Project 10644. The following is the parcel that is a part of the request from the Buyer:

- Parcel 151 was acquired in 1989 from Kevin D. McMullen and Marie E. McMullen by Warranty Deed dated August 29, 1989, and recorded on October 23, 1989 at the Hillsborough County Registry of Deeds in Book 5143, Page 1838. The State acquired 1.39 ± acres of improved land with a single-family residence thereon for $137,000. Parcel 151 is identified in the Hudson tax records as Tax Map 128, Lot 9.

The Department 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 Parcel will be sold "AS IS, WHERE IS, and WITH ALL FAULTS."

At the Long-Range Capital Planning and Utilization Committee meeting (the Committee) on January 12, 2026, the Committee approved the request (LRCP 26-002), authorizing the Bureau to proceed with the sale of the subject property. The Bureau provided to the Committee that the subject property would be sold at fair market value with a listing price of no less than the current tax assessed value of $348,200, with the Bureau assessing an additional administrative fee of $1,100. The Committee's approval authorized the Bureau to compensate the realtor with a 5% commission from the sale proceeds.

The fair market value was determined using comparative market analyses provided to the Bureau by prequalified realtors, 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). The prequalification committee reviewed the tax-assessed values and the submitted comparative market analyses to determine an appropriate fair market value. The fair market value was determined to be $399,999. After conducting a walkthrough of the property and considering the interior condition of the single-family residence, the prequalification committee determined a reduction in fair market value was warranted and listed the property at $290,000.

The Realtor marketed the property and brought several offers to the Bureau for consideration. On August 28, 2026, the Department entered into a Purchase and Sale Agreement with Cynthia and Mark Timmons for $325,000, assessed an administrative fee of $1,100, and provided $10,000 in concessions to the Buyers for closing costs.

Because the sale is conveyed at less than the tax-assessed value, we will submit an Informational Memo for the next scheduled Long Range Capital Planning and Utilization Committee meeting.

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-f, the Bureau formally solicited interest from the Town of Hudson and received a letter of no interest.

Additionally, the Bureau formally solicited interest from the New Hampshire Housing Finance Authority and received a letter of no interest.

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

Respectfully,



David M. Rodrigue, P.E.
Commissioner

DMR/eem

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

NEW HAMPSHIRE REALTORS

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

1. **THIS AGREEMENT** made this 27 day of July, 2026 between State of New Hampshire Department of Transportation ("SELLER") of 7 Hazen Drive, Room 100 City/Town Concord, State NH Zip 03301 and Cynthia Timmons and Mark Timmons ("BUYER") of 136 Canterbury Lane City/Town Londonderry, State NH Zip 03053

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Hudson located at 301 Webster Street County Hillsborough Book 5143 Page 1838 Date 10/23/1989 ("PROPERTY").

3. The **SELLING PRICE** is three hundred twenty-five thousand Dollars $325,000 A DEPOSIT in the form of check, is to be held in an escrow account by NAI Norwood Group ("ESCROW AGENT"). BUYER ☐ has delivered, or ☑ will deliver to the ESCROW AGENT's FIRM within 3 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of ~~$1,000~~ $3,000 BUYER agrees that an additional deposit of earnest money in the amount of $---------- 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 ~~$324,000~~ $322,000 EG 5/31/26

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

5. **TRANSFER OF TITLE:** On or before 12/31/26 ~~09/11/2026~~ at Absolute Title or some other place of mutual consent as agreed to in writing.

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

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 24 hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:

Jesse Shaw of NAI Norwood Group
is a ☑ seller agent ☐ buyer agent ☐ facilitator ☐ disclosed dual agent*

Dana Ford of LAER Realty Partners
is a ☐ seller agent ☑ buyer agent ☐ facilitator ☐ disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

☐ NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, and other extended casualty risk by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on transfer of title, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds $5,000

SELLER(S) INITIALS EGS / ____ BUYER(S) INITIALS CT 9/27/26 3:25 PM EDT / MT 9/27/26 7:22 PM EDT

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

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

11. **PROPERTY INCLUDED:** All Fixtures ~~Refrigerator, electric stove, dishwasher~~ as seen on the MLS listing.

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

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

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

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

Disclosure Required ☑ YES ☐ NO

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

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

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

14. **BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE:** _____ _____

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

SELLER(S) INITIALS EGS / _____ BUYER(S) INITIALS _____ / _____

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TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	☐	☑	within_____days	f. Lead Paint	☐	☑	within_____days
b. Sewage Disposal	☐	☑	within_____days	g. Pests	☐	☑	within_____days
c. Water Quality	☑	☐	within 7 days	h. Hazardous Waste	☐	☑	within_____days
d. Radon Air Quality	☐	☑	within_____days	i.	☐	☐	within_____days
e. Radon Water Quality	☑	☐	within 7 days	j.	☐	☐	within_____days

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

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

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

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

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

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

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

If such review is unsatisfactory, BUYER must notify SELLER in writing within 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 [CT] [MT]

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

19. **FINANCING**: This Agreement (☑ is) (☐ is not) contingent upon BUYER obtaining financing under the following terms: AMOUNT 96.5% LTV TERM/YEARS 30 years RATE market MORTGAGE TYPE FHA

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 _5_ 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 9/23/26 ~~08/28/2026~~ CT MT 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.

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

(a) Will be entitled to all deposits in accordance with the Deposit Procedures; and

(b) This Agreement will be terminated; and

(c) The premises may be returned to the market for sale.

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

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

20. ADDITIONAL PROVISIONS:

The buyers are the tenants of the property for the past 5 years, moving out in April 2026.
This agreement is a binding contract and shall become effective upon the approval of the Governor and Council, pursuant to RSA 4:39-c.
The State of NH will assess an administrative fee of $1,100, pursuant to RSA 4:40 III-a, which purchaser shall provide at closing.
The property will be conveyed as is, where is, and with all faults.
If the FHA inspection is returned with unsatisfactory results to be cured or remedied, all financial costs, repairs, and actions related to same shall be at the sole expense and due diligence of the Buyer. All costs to cure and items to be remedied, as stated in the FHA appraisal inspection report, shall be resolved within 30 days of the date of the report.

CONCESSIONS:

Subject to the seller contributing $10,000 towards the buyers points, pre-pays, pro rations, closing costs and other allowable costs.

PROFESSIONAL FEE:

Subject to the seller paying the buyer agents brokerage 2% of the purchase price upon closing.
Seller agrees and acknowledges that the firm will communicate a seller contribution of 2% of the net sales price as an offer of compensation to the buyer's agent having procured and working with a buyer from the 5% commission fee provided to the listing agent.

21. ADDENDA ATTACHED: ☐ Yes ☑ No

SELLER(S) INITIALS EHS _____ BUYER(S) INITIALS _____ _____

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22. **CHOICE OF LAW AND VENUE:** The parties irrevocably agree that any dispute arising out of or related to this Agreement or the transaction contemplated thereby shall be determined in accordance with the laws of the state of New Hampshire, regardless of any choice of law analysis, and that the exclusive venue for such disputes shall be the federal or state courts in New Hampshire.
23. **EFFECTIVE DATE/NOTICE:** Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

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

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

BUYER	DATE/TIME	BUYER	DATE/TIME
Cynthia Timmons	dotloop verified 07/27/26 3:25 PM EDT B4SI-JG0K-CTZG-86HZ	Mark Timmons	dotloop verified 07/27/26 7:22 PM EDT HVDJ-WJOC-FY01-FTV1
136 Canterbury Lane		136 Canterbury Lane	
MAILING ADDRESS		MAILING ADDRESS	
Londonderry, NH 03053		Londonderry, NH 03053	
CITY STATE ZIP		CITY STATE ZIP	

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

SELLER	DATE/TIME	SELLER	DATE/TIME
Eric S Nute	8-28-2026		
MAILING ADDRESS		MAILING ADDRESS	
CITY STATE ZIP		CITY STATE ZIP	

SELLER(S) INITIALS EGS | BUYER(S) INITIALS CT 07/27/26 | MT 07/27/26

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

LRCP 26-002

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Eric G. Sargent
Administrator

DATE: December 23, 2025

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

SUBJECT: **Sale of State-Owned Land in Merrimack, Hudson, and Litchfield**
RSA 4:39-f

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

REQUESTED ACTION

Pursuant to RSA 4:39-f, the New Hampshire Department of Transportation (Department), requests approval to bulk dispose of several parcels of improved State-owned land, located in the Towns of Merrimack, Litchfield, and Hudson, in the County of Hillsborough. The Department may dispose of the improved properties either directly to the Towns, the New Hampshire Housing Finance Authority, the existing tenants, or by entering into listing agreements with pre-qualified realtors. The Department intends to sell the identified parcels at fair market value with a listing price of no less than current tax assessed values for each parcel address. The twenty-two parcels are listed below and will each be assessed 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 several parcels of improved State-owned land that were acquired between the years of 1989 and 1999 for the Circumferential Highway Project 10644. The breakdown of the parcels is as follows:

Parcel	Map-Lot	Parcel Address	City/Town	Tax Assessed Value
504	223/33	35 Wason Rd.	Hudson	$421,500.00
505	223/32	37 Wason Rd.	Hudson	$411,400.00
506	223/31	39 Wason Rd.	Hudson	$441,400.00
518A	217/34/1	5A Mark St	Hudson	$332,900.00
518B	217/34/2	5B Mark St	Hudson	$323,200.00
527	212/5	94A Wason Rd.	Hudson	$476,000.00
527	212/5	94B Wason Rd.	Hudson	
530	212/7	98A Wason Rd.	Hudson	$493,000.00
530	212/7	98B Wason Rd.	Hudson	

193	2D/074-1	55 Thornton Rd. West	Merrimack	$358,300.00
194	2D/074-2	53 Thornton Rd. West	Merrimack	$398,600.00
197	2D/001	46 Thornton Rd. West	Merrimack	$340,000.00
1	1E/001-043	60 Merrimack Dr.	Merrimack	$249,500.00
1	1E/001-044	58 Merrimack Dr.	Merrimack	$235,500.00
1	1E/001-045	56 Merrimack Dr.	Merrimack	$239,500.00
1	1E/001-046	54 Merrimack Dr.	Merrimack	$239,500.00
1	1E/001-047	52 Merrimack Dr.	Merrimack	$242,500.00
1	1E/001-048	50 Merrimack Dr.	Merrimack	$244,300.00
114	002/0013/000	6 (48) Old Derry Rd.	Litchfield	$474,500.00
126	002/0023	226 Derry Rd.	Litchfield	$365,700.00
129	002/0026	234 Derry Rd.	Litchfield	$378,800.00
151	128/9	301 Webster Street	Hudson	$348,200.00

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

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

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 properties. The approved realtors shall receive a real estate commission based on the breakdown listed below.

- 4% from $1,000,001.00 to $2,000,000.00
- 5% from $500,001.00 to $1,000,000.00
- 6% of the first $500,000.00

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

Pursuant to RSA 4:39-f, the Department will solicit interest from the Towns of Merrimack, Litchfield, and Hudson.

Pursuant to RSA 204-D:2, the Department will also solicit interest from the New Hampshire Housing Finance Authority.

The Department is respectfully requesting authorization to sell the subject parcels, as outlined above.

EGS/EEA
Attachments

TOWN OF HUDSON
Office of the Town Administrator
12 School Street
Hudson, New Hampshire 03051

Roy E. Sorenson, Town Administrator
rsorenson@hudsonnh.gov · Tel: 603-886-6024 · Fax: 603-598-6481

January 20, 2026

Eric G. Sargent, NHDOT **(via email)**
Bureau of Right-Of-Way Administrator
John O. Morton Building
7 Hazen Drive – PO Box 483
Concord NH 03302-0483

RE: Sale of State-Owned Land in Hudson
Circumferential Highway

Dear Mr. Sargent,

This letter follows your formal request dated December 9, 2025, regarding the several parcels of State-owned land with improvements thereon located in the Town of Hudson previously secured for the Circumferential Highway right of way. As you know, NHDOT presented before the Board of Selectmen (BOS) on January 13, 2026, including of which the following was identified:

- Tax Map 223 Lot 33: 35 Wason Road (Single Family Residence & 1.39 +/- acres of land)
- Tax Map 223 Lot 32: 37 Wason Road (Single Family Residence & 0.99 +/. acres of land)
- Tax Map 223 Lot 31: 39 Wason Road (Single Family Residence & 0.90 +/- acres of land)
- Tax Map 217 Block 34 Lot 1: SA Mark Street (Condex w/ Garage on 0.92 +/- acres of land)
- Tax Map 217 Block 34 Lot 2: SB Mark Street (Condex w/ Garage on 0.92 +/- acres of land)
- Tax Map 212 Lot 5: 94 (A&B) Wason Road (Duplex & 1.39 +/- acres of land)
- Tax Map 212 Lot 7: 98 (A&B) Wason Road (Duplex & 1 .41 +/- acres of land)
- Tax Map 128 Lot 9: 301 Webster Street (Single Family Residence 1.39 +/- acres of land)

Please be advised that the following motion was taken thereon:

"Selectman Morin made a motion, seconded by Selectman Guessferd, for the Town of Hudson to decline any interest in the improved lots the New Hampshire DOT is proposing from the dissolving of Circumferential Highway, as recommended by the Board of Selectmen." **Motion carried, 5-0.**

This serves to close the matter at this time whereby NHDOT can proceed accordingly.

Respectfully submitted,

Roy E. Sorenson

Cc: Hudson Board of Selectmen (via email)
Elvis Dhima, Development Services Director (via email)
Bill Oldenburg, NHDOT Special Projects Engineer (via email)
William Cass, NHDOT Commissioner (via email)

Outlook

State-Owned Land - Various locations, Hudson and Merrimack

From Andrew Cadorette <acadorette@nhhfa.org>
Date Wed 1/7/2026 12:59 PM
To Smith, Adam <Adam.M.Smith@dot.nh.gov>
Cc Donnelly Shannon <Shannon.M.Donnelly@dot.nh.gov>; Rhiannon Black <rblack@nhhfa.org>

3 attachments (1 MB)
DOT-Introduction-NHHousing_01_07_26.docx; Information for NH DOT Tenants_12_30_25.docx; Q-and-A-for-Tenants.docx;

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Hello Adam and Shannon,

I hope you both had a great holiday season, and I wish you a happy New Year.

I am following up regarding the various single-family homes DOT is looking to sell. As discussed, NH Housing is not seeking to purchase these homes or displace the current occupants.

However, we would welcome the opportunity to work with DOT as a resource to help current tenants explore the option of purchasing the homes they are living in. As the state's Housing Finance Authority, NH Housing offers targeted programs for income-eligible homebuyers, including up to $15,000 in down payment assistance for eligible borrowers.

Attached are three draft documents that we thought might be helpful:

1. Introductory language from DOT to tenants introducing NH Housing
2. A letter from NH Housing encouraging tenants to contact an approved NH Housing lender, or NH Housing directly for guidance on purchasing a home
3. A brief FAQ sheet highlighting the major steps in the process

These are intended as suggested documents only. I am happy to work with your team to refine the messaging or explore alternative approaches if you have other ideas.

Our goal is simply to provide tenants with clear direction on next steps in their housing journey, whether that involves purchasing their current home or transitioning to another housing option.

I look forward to your thoughts.

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



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NEW HAMPSHIRE REALTORS

REALTOR EQUAL HOUSING OPPORTUNITY

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.

1. The undersigned **SELLER** (including owner, heirs, personal representatives, administrators and assigns), NH Dept of Transportation ("**SELLER**"),hereby gives the undersigned NAI Norwood Group ("**FIRM**"), on this date, July 15, 2026 ,in consideration of FIRM'S agreement to list and promote the sale, lease or exchange of property located at 301 Webster Street, Hudson, NH 03051 owned by **SELLER** consisting of, +/- 1,365 SF and including any other property, real or personal, subsequently added thereto, recorded in the Hillsborough County Registry of Deeds in Book 5143 Page 1838 ("**PROPERTY**"), the exclusive right to sell, lease or exchange said **PROPERTY** at a price of $ 290,000.00 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 $_____ or 5.000 % of the contract price or lease amount.
   - If **BUYER** is unrepresented, **SELLER** agrees to pay **FIRM** an additional $_____ or an additional_____ % of the contract price or lease amount.

   (b) x YES NO - **SELLER** agrees to provide compensation in the amount of $_____ or 2.000 % of the contract price or lease amount to a firm working in any capacity with a **BUYER**, unless otherwise agreed to in a Purchase and Sales Agreement.
   (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 July 15, 2026 , through July 6, 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___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 & Sale Agreement be forfeited to **SELLER**, **SELLER** shall retain na percent and **FIRM** shall retain na percent for professional services.

4. **DUTIES OF FIRM. FIRM** owes **SELLER** the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting.

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.

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

   ☐ Not applicable - **FIRM** does not practice dual agency.

SELLER	DATE	SELLER	DATE 7-16-2026

Initials SELLER FIRM

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NEW HAMPSHIRE REALTORS

REALTOR

EXCLUSIVE LISTING AGREEMENT

New Hampshire Association of REALTORS® Standard Form

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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 infor- mation 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. **SPECIALCONDITIONS-SELLER agrees:**

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

Initials EHS CG

SELLER FIRM

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EXCLUSIVE LISTING AGREEMENT

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9. **ADDITIONALPROVISIONS:**

Buyer agrees to pay an additional $1,100 admin fee at time of closing.
Buyer shall be responsible for obtaining any and all local and state land use approvals prior to closing.
Sale is subject to approval by Governor and Governor's Executive Council.
Broker agrees to hold two open houses the first month the property is on the market. The Broker reserves the right to determine if open houses are necessary after the first month of being on the market.
NAI Norwood Group will produce a virtual tour of the property to be used as part of the marketing with brokers and buyers.
NAI Norwood Group will be allowed to install a lockbox on said property to be used by other brokers, if NAI Norwood Group is not available to show at the time requested.
NAI Norwood Group will have set days and times for showings and a date, to be determined, set for all offers to be received.

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.

	7.16.2026
SELLER DATE	SELLER DATE
ADDRESS	ADDRESS
CITY STATE ZIP	CITY STATE ZIP
NAI Norwood Group	
FIRM BY	TITLE DATE
116 S River Rd Bedford NH	
ADDRESS	CITY STATE ZIP

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301 Webster St Hudson



11/4/2025

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