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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 7, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services (the "Department"), pursuant to RSA 4:40, to sell on behalf of the State of New Hampshire to the City of Claremont for Seven Hundred Thousand Dollars ($700,00.00), which amount includes the administrative fee required by RSA 4:40, III-a in the amount of One Thousand One Hundred Dollars ($1,100.00), approximately 0.25 acres of land on the south bank of the Sugar River in the City of Claremont and the 4-story office building situated thereon, including approximately 32,751 square feet of gross building area and 21,697 square feet of usable interior office or living space, collectively known as the historic Monadnock Mill #1 located at 17 Water Street, Claremont, New Hampshire (the "Property"). **100% Net Proceeds from Sale (General Fund).**

Net proceeds from the sale will be allocated to Account # 00000014-405693, Department of Administrative Services, Sale State Owned Real Property.

	FY2025
Unrestricted Revenue	$700,000

EXPLANATION

The State acquired the Property from the City of Claremont in 1981, apparently for no consideration, according to the City of Claremont Assessor records and other sources. It appears that the Property had been vacant and unused for several years before the State took title. The State then apparently proceeded to devote the entire 1981 capital budget appropriation in the amount of $1,625,000 for the "acquisition and renovation" of the Property to rehabilitating the original building with badly needed repairs and renovations over the ensuing two years. After its rehabilitation was completed in 1983, the Property was used almost continuously as State government office space. The Property has been managed by the Department for the past several years.

A few years ago, the Department determined that the ever-increasing cost to operate and regularly maintain the Property was becoming prohibitive and showed no signs of deceleration. It is

significant to note that the building was originally constructed during the 1830s and operated as a cotton textile mill from 1845 until the 1930s, and also that the entire northerly side of the building foundation (facing the Sugar River) also serves as part of the river wall that lines the south bank of the Sugar River in the downtown historic mill district. By 2021, the Department had tentatively decided to pursue the disposal of the Property as soon as it had been vacated by all "tenant" State agencies. The last "tenant" State agency to occupy the Property was the Department of Health And Human Services (DHHS). DHHS finally vacated the Property during the spring of 2024.

In July 2024, the New Hampshire Housing Finance Authority (NHHFA) expressed interest in examining the Property for possible acquisition and redevelopment. However, about one month after touring the Property in early August, the NHHFA indicated to the Department that it had decided not to pursue it. The Department then commenced discussions with the City of Claremont about its previously expressed interest in the Property. The proposed agreed price reflects a discount below the assessed value of the Property, which discount in part reflects the need for (and high cost of) significant modernization renovations and reconditioning of the building for possible reuse and in part acknowledges the anticipated public benefits to the City of Claremont and its residents from the City's intended renovation and reuse of the Property as part of a downtown redevelopment project focused on Claremont's housing needs.

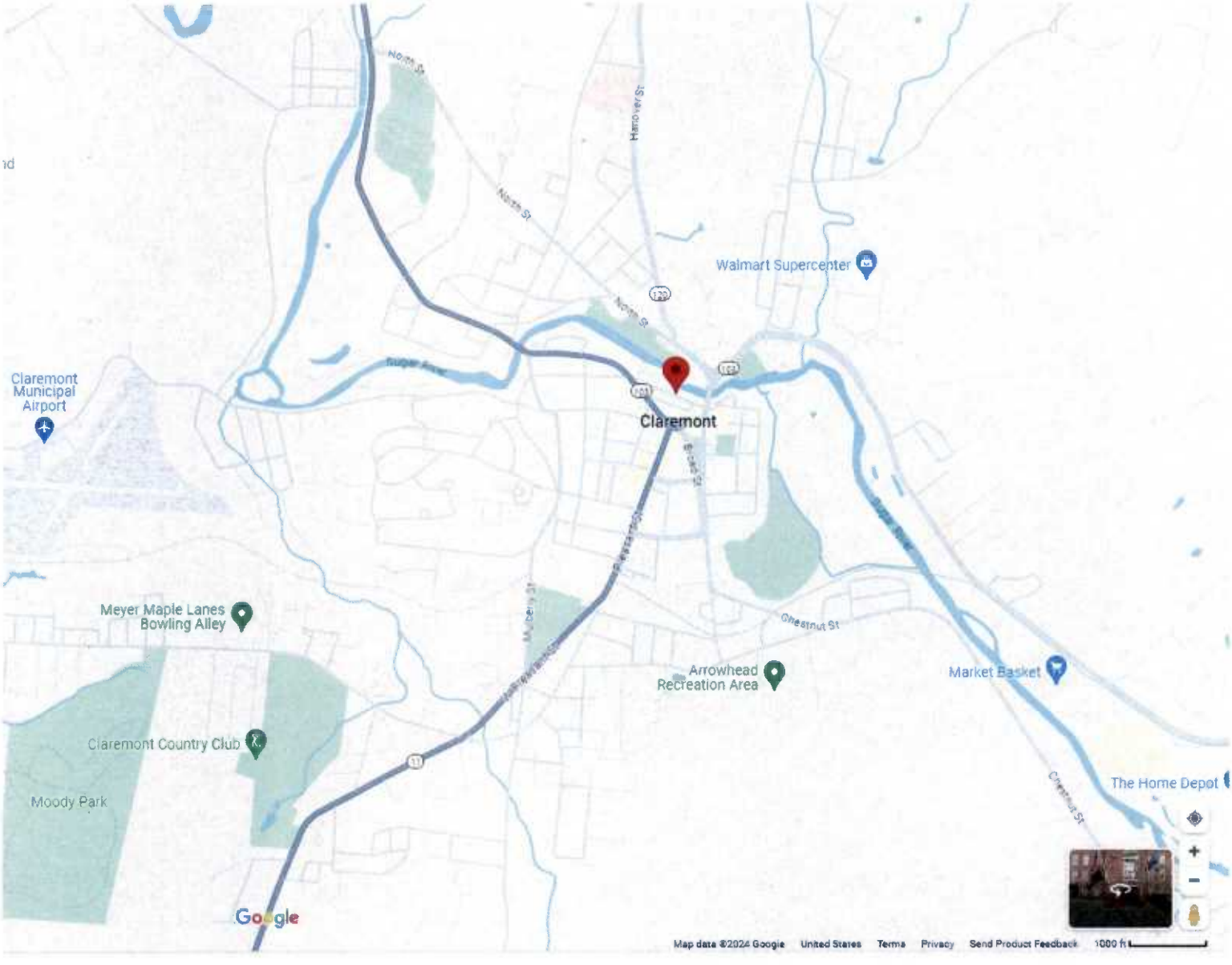
The proposed disposal by sale of the Property to the City was approved by the Long Range Capital Planning and Utilization Committee ("LRCPUC") on October 2, 2024 (LRCP 24-030).

The proposed disposal of the Property by sale was "not objected to" by the Rivers Management Advisory Committee (RMAC) on July 19, 2024. The RMAC included a comment to CORD expressing its concern that the Property appears to be exempt from the mandatory construction standards imposed by the Shoreland Water Quality Protection Act (RSA 483-B) as pre-existing fully developed urban shoreland. As previously reported to the LRCPUC, that concern has been specifically identified to the City of Claremont, which has a vested interest as both buyer and host city in preserving the integrity of the river wall and riverbank in that area and also in protecting the water quality of the Sugar River through voluntarily compliance with the water quality protection construction standards under the Act.

Based on the foregoing and on the terms and conditions of the Purchase and Sale Agreement submitted herewith, we respectfully recommend the sale of the Property to the City of Claremont.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner



17 Water Street
Claremont, New Hampshire
(Claremont Tax Map 120, Lot 8)

Location Mapped by Google Maps

17 Water Street
Claremont, New Hampshire
(Claremont Tax Map 120, Lot 8)

City of Claremont GIS Tax Map Detail

17 Water Street
Claremont, New Hampshire
(Claremont Tax Map 120, Lot 8)

Aerial Imagery from Google Maps

PURCHASE AND SALE AGREEMENT

This Agreement is dated this 17th day of November 2024 by and between the **STATE OF NEW HAMPSHIRE**, by and through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 (the "Seller") and the **CITY OF CLAREMONT**, having an address of Claremont City Hall, 58 Opera House Square, Claremont, New Hampshire 03743-2677 (the "Buyer").

Reference is made to the following facts:

A. Seller is the owner of an approximately 0.25-acre parcel of land, with the 4-story office building and other improvements situated thereon, located at 17 Water Street, Claremont, New Hampshire (the "Premises"), which Premises was originally acquired by Warranty Deed of Claremont Industrial Development Authority dated July 27, 1981, recorded in the Sullivan County Registry of Deeds at Book 687, Page 274, and by Notice of Condemnation by the State of New Hampshire dated April 6, 1983, recorded in the Sullivan County Registry of Deeds at Book 719, Page 411. The Premises are also known as City of Claremont Tax Map 120, Lot 8.

B. Seller desires to sell, and Buyer desires to buy, the Premises pursuant to the terms and conditions set forth herein and in accordance with the applicable provisions of RSA 4:40 with respect to the disposal of surplus real property by the State of New Hampshire.

NOW, THEREFORE, for good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller shall sell and Buyer shall purchase, subject to the terms and conditions herein, the Premises, including all buildings and improvements thereon and together with all rights of way, beneficial easements, privileges, permits, approvals and other appurtenances and rights pertaining to the Premises (collectively, the "Property"). The Property shall be sold as-is, in its current condition, together with any personal property as may remain thereon or therein. Notwithstanding any other provision in this Agreement to the contrary, the Seller shall have no obligation to repair, replace, mitigate, or improve the Property or any portion thereof from and after the date of this Agreement.

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Seven Hundred Thousand Dollars and no/cents ($700,000.00), which amount includes an administrative fee in the amount of One Thousand One Hundred Dollars ($1,100.00) pursuant to RSA 4:40, III-a. The Purchase Price shall be payable in full to the Seller on the date of the closing of this sale (the "Closing") by federal wire transfer, subject to any adjustments and prorations in accordance with this Agreement.

3. Authority. This Agreement shall become effective only upon final authorization by the Governor and Executive Council of the State of New Hampshire ("G&C") pursuant to RSA 4:40, I. Such authorization was granted on _____, 2024 (the "Effective Date") as Agenda Item # _____.

3. Time of Closing. The Closing shall occur on a date that is within ten (10) business days after final approval of the sale by the Governor and Executive Council of the State of New Hampshire, or at some other mutually acceptable time (the "Closing Date"), TIME BEING OF THE ESSENCE. The Closing shall occur at the offices of Law Office of James G. Feleen, PLLC (the "Escrow Agent") or at another mutually agreeable location to be determined by Seller and Buyer.

4. Warranties and Representations. To induce the Buyer to enter into this Agreement and to purchase the Property, the Seller hereby warrants and represents to Buyer as follows:

(a) Subject to the authorization of G&C pursuant to RSA 4:40, Seller has the power and authority to enter into and perform its obligations under this Agreement except as provided herein.

(b) Subject to the authorization of G&C pursuant to RSA 4:40, the execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller. The individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement subject to the final authorization of G&C pursuant to RSA 4:40.

(c) There are no known actions (legal or administrative), suits or other proceedings with respect to the Property pending with respect to which legal process has been served on Seller or threatened against Seller.

(d) There are currently no tenants or persons in possession of the Property other than the Seller.

5. Title and Deed. At the Closing, marketable title to the Property shall be conveyed by Seller to Buyer by Quitclaim Deed in the statutory form, subject to any (i) easements, liens, restrictions, or other encumbrances of record; (ii) provisions of building and zoning laws in effect on the Closing Date; and (iii) any real property taxes for the then current tax year which are not yet due and payable on the Closing Date.

If, during the "Due Diligence Period," defined for all purposes in this Agreement as commencing on the Effective Date hereof and ending forty-five (45) days thereafter, Buyer notifies Seller in writing of any defect in the condition of title causing it to be not marketable, then Seller shall have the opportunity, for a reasonable period of time not to exceed thirty (30) days, to use diligent efforts to correct or cure the same. Buyer reserves the right to verify prior to Closing that there has been no adverse change in the condition of title to the Property between the end of the Due Diligence Period and the Closing Date. If Buyer notifies Seller in writing of any adverse change in the condition of title, then Seller shall again have the opportunity, for a reasonable period of time not to exceed thirty (30) days, to correct or cure the same, and the Closing Date shall be extended during such time. If, after the exercise of diligent efforts, Seller is unable to remove and remedy same, then, at Buyer's option, this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder.

At the Closing, Seller shall deliver title to and possession of the Property to Buyer free of all tenants and occupants, in broom clean condition, together with all personal property and furnishings as may remain present within the Property as of the Closing.

6. Due Diligence. During the Due Diligence Period defined hereinabove, the Buyer shall have the opportunity to conduct such inspections or examinations of the Property at the Buyer's sole expense as Buyer deems desirable, including, without limitation:

(a) Phase 1 environmental site assessment; and

(b) Title examination, including any easements.

Buyer, its agents and contractors shall have full access to the Property during the Due Diligence Period as needed to conduct such inspections or examinations. Access to interior building areas shall be provided by prior arrangement with Seller. Seller shall use its best efforts to provide such access within two (2) business days after Buyer's request for such access. Any invasive inspections or testing, such as may involve digging or excavation, drilling, boring, removal of any building materials, or partial disassembly of any equipment or machinery, for example, may be performed only with the prior specific consent of Seller, which consent shall not be unreasonably withheld. Buyer agrees to restore the Property to its prior condition at the Buyer's sole expense immediately following any such invasive inspections or testing. Buyer acknowledges that all access to or entry upon or within the Property by Buyer, its officials, officers, employees, representatives, agents, and contractors shall be undertaken solely at the Buyer's risk. Buyer hereby agrees to indemnify Seller and to hold Seller, Seller's agents and employees and the Property harmless from and against any and all losses, costs, actions, causes of action, injuries, expenses, fees, demands, damages, claims or liabilities including, but not limited to, mechanic's and materialmen's liens and reasonable attorneys' fees, arising out of or in connection with Buyer's access to or entry upon the Property under this Section 6. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, in no event shall Buyer have any indemnification obligation(s) or other obligations (including, without limitation, remediation obligations) or liabilities for, or in connection with, (i) the acts of Seller or its agents, invitees or representatives or any other third party (not including Buyer or its agents, officials, officers, employees, representatives, or contractors); and (ii) any claims arising from pre-existing conditions on or under the Property, or arising from the presence, discovery, or disturbance of any hazardous materials (as defined by applicable laws) or hazardous substances (as defined by applicable laws), existing on the Property or in connection with the diminution in value of the Property due to the discovery of any hazardous materials or hazardous substances at, on or about the Property during the Due Diligence Period, except to the extent that such claims arise as a result of, or in connection with, the entry by Buyer, its agent, official, officer, employee, representative, or contractor upon the Property and/or into any building or structure on the Property. Seller reserves the right to have its employees or agents present during any on-site inspections or testing. Upon the request of Buyer, Seller shall compile and provide to Buyer copies of any plans, deeds, easements, documents, information, reports, data, and testing results pertaining to the Property that Seller may have in the possession of its Department of Administrative Services. Buyer may terminate this Agreement during the Due Diligence Period for any or no reason, in its sole and absolute discretion, by providing written notice of termination to

Seller. If such written notice of termination is received by Seller during the Due Diligence Period, then this Agreement shall become null and void, and the parties hereto shall have no further rights or obligations hereunder. If at any time Buyer elects not to close, then any and all reports, data, testing results, permits, and plans pertaining to the Property that have been compiled, gathered, or commissioned by Buyer shall become the property of the Seller.

7. Buyer's Contingencies. The Buyer's obligation to purchase the Property pursuant to this Agreement is contingent upon the following:

(a) Buyer's satisfaction with the results of its Due Diligence inspections and examinations, Buyer's express waiver of its right to conduct further inspections and examinations of the Property during the Due Diligence Period, or Buyer's failure to provide a written notice of termination to Seller during the Due Diligence Period as set forth in Section 6 of this Agreement.

(b) Buyer's satisfaction with its examination of title to the Property.

8. Governor and Executive Council. Upon the earlier of the end of the Due Diligence Period or Buyer's waiver of all contingencies other than verification of the condition of title prior to Closing, Seller shall prepare and submit a request to G&C to authorize the sale of the Property pursuant to the terms and provision of this Agreement. Buyer agrees to provide such additional documentation as Seller may reasonably require to complete the G&C request package. For example, because Buyer is a municipality, Seller will require reasonable documentation of the requisite corporate authority to complete the purchase of the Property. Buyer acknowledges that the entire G&C submission and approval process can take up to four (4) weeks or more.

9. Surplus Property Process. The parties acknowledge, understand and agree that the sale of the Property is subject to RSA 4:40 as referenced in introductory paragraph B, hereto. Seller agrees to promptly take all remaining steps necessary to comply with the requirements of RSA 4:40. Buyer agrees to reasonably cooperate with Seller's efforts.

10. Condemnation. If any proceeding shall be commenced for the taking of all or any material part of the Property for public or quasi-public use pursuant to the power of eminent domain, condemnation or otherwise, before Closing, then Buyer shall have the option (i) to terminate this Agreement by giving written notice thereof to Seller, or (ii) to proceed to Closing and to receive a credit against the Purchase Price at Closing in the amount of one half (1/2) of any award or compensation received by or awarded to Seller applicable to the Property prior to Closing, and Seller shall assign to Buyer one half (1/2) of any and all such awards and other compensation not yet received prior to Closing. The reduction by half of any condemnation award or compensation to be credited against the Purchase Price or assigned to Buyer hereunder is in acknowledgement of the estimated fifty percent (50%) discount below current market value of the Property as represented by the Purchase Price.

11. Taxes and Assessments. It is understood that the Seller is exempt from liability for real estate taxes assessed on the Property. Real estate taxes, special assessments, betterment assessments, water rates, and sewer charges shall be prorated

and adjusted as of the date of Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, then any apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes (including any state ad valorem taxes) for the year in which Closing occurs at the time after the Closing that such actual taxes are determined.

12. Transfer Tax. It is understood that the Seller and Buyer are both exempt from liability for the real estate transfer tax related to the sale of the Property. Both parties agree to execute any tax returns, inventories, conveyance forms or questionnaires required to be filed in connection with any such taxes or the transfer of title to the Property.

13. Default by Buyer. If Buyer shall default in the performance of any of Buyer's obligations under this Agreement, then Seller may, as its sole remedy at law or in equity, terminate this Agreement, in which event this Agreement shall become null and void and the parties shall have no further rights or obligations hereunder.

14. Default by Seller. If Seller shall default in the performance of any of its obligations hereunder, then Buyer shall have the right to either: (i) terminate this Agreement without further liability hereunder, in which event this Agreement shall become null and void and the parties hereto shall have no further rights or obligations hereunder except those expressly stated to survive; or (ii) pursue any other legal or equitable remedy.

15. Brokerage. Buyer and Seller each represent to the other that they have dealt with no broker in connection with this transaction, and in no event shall either party be liable for the payment or reimbursement of any brokerage fees or commissions or any portion thereof to any party claiming to have provided brokerage services to the other party.

16. Conditions Precedent to Buyer's Obligation to Purchase the Property. The obligation of the Buyer to purchase the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) receipt of title to and possession of the Property simultaneously with the Closing in the condition required by this Agreement;

(b) all of Seller's warranties and representations set forth in Section 4 hereof being true as of the Closing;

(c) no eminent domain proceeding being pending against the Property or any portion thereof;

(d) there being no material adverse change in the condition of the Property from its condition as of the date of this Agreement other than resulting from usual wear and tear;

(e) there being no adverse change in the condition of title to the Property that the Seller is unable to correct or cure in accordance with Section 5 hereof; and

(f) final authorization by G&C pursuant to RSA 4:40, I, with respect to the sale of the Property.

These conditions are for the benefit of the Buyer and any one or more of such conditions may be waived by the Buyer in its sole discretion. If any one of the above conditions is not met, then Buyer may terminate this Agreement by giving written notice to Seller, and the Agreement shall terminate, and neither party shall have any further rights or obligations hereunder.

17. Conditions Precedent to Seller's Obligation to Sell the Property. The obligation of the Seller to sell the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) Seller's receipt from the Buyer of the full Purchase Price, which amount includes the administrative fee pursuant to RSA 4:40, III-a, at the Closing; and

(b) final authorization by G&C pursuant to RSA 4:40, I, with respect to the sale of the Property.

If any one of the above conditions is not met, then Seller may terminate this Agreement by giving written notice to Buyer, the Agreement shall terminate, and neither party shall have any further rights or obligations hereunder.

18. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, or (ii) sent overnight mail by a recognized national delivery service, or (iii) faxed (with confirming hard copy mailed by first class mail), or (iv) scanned and emailed (with confirming hard copy mailed by first class mail) addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Seller:

Jared Nylund, Real Property Asset Manager
New Hampshire Department of Administrative Services
25 Capitol Street, Room 308
Concord, New Hampshire 03301
(603) 271-7644
jared.j.nylund@das.nh.gov

If to Buyer:

Yoshi Manale, City Manager
Claremont City Hall
58 Opera House Square
Claremont, New Hampshire 03743-2677
(603) 542-7002
citymanager@claremontnh.com

With a copy to:

James G. Feleen, Esq., Claremont City Solicitor
Law Office of James G. Feleen, PLLC
203 Mulberry Street

Claremont, New Hampshire 03743
(603) 504-6507
jfeleen@claremontnh.com

19. Closing Costs. Notwithstanding anything to the contrary contained herein, Closing costs shall be allocated and paid as follows:

By Buyer:

(a) title examination and any title insurance premium
(b) full cost of all inspections or examinations of the Property as may be conducted or commissioned by the Buyer
(c) all mortgage/loan, documentation, settlement/closing services, and other bank fees and costs
(d) cost of recording the deed and other recording fees
(e) cost of producing Buyer authority documentation reasonably required for Seller's G&C request package
(f) total cost of remaining heating oil stored in the 10,000-gallon underground storage tank located within the Property as of the Closing Date
(g) any applicable wire transfer fee to transfer all net proceeds from the sale of the Property to Seller's bank account

By Seller:

(a) cost of preparing the deed and other conveyancing documents.

20. Documents to be Delivered at Closing. At the Closing, the Seller shall execute, acknowledge and deliver, or cause to be delivered, all documents required to effectuate the transaction contemplated by this Agreement including, without limitation, the following:

(a) Quitclaim Deed of the Property in proper form reasonably acceptable to Buyer's counsel and duly executed and acknowledged, conveying title to the Property in fee simple absolute to Buyer.

(b) Evidence satisfactory to Buyer that the conveyance is properly authorized and that the Seller is authorized to consummate the Closing.

(c) Evidence satisfactory to Buyer, current as of the Closing, that any real estate taxes, water, sewer use charges, and any other municipal charges and municipal taxes affecting the Property, which are due and payable by Seller at or before the Closing Date, have been paid.

(d) Completed and executed real estate transfer tax forms.

(e) A settlement statement setting forth the Purchase Price and the closing adjustments made pursuant to this Agreement.

(f) Such affidavits as may be reasonably required by the title insurance company issuing a title insurance policy to the Buyer, to the extent that such affidavits may be produced by or obtained from appropriate persons through the reasonable efforts of the Seller, stating that (i) no work, labor or materials have been delivered to or performed upon the Property at the request of or on behalf of the Seller that are not fully paid for on or prior to the Closing, (ii) there are no outstanding options, rights or estates in favor of any parties other than Buyer to purchase the Property, and (iii) there are no tenants or other persons in possession of the Property or any portion thereof.

(g) Keys to all locks for the buildings located on the Property, if any.

(h) Such other instruments as Buyer may reasonably request to effectuate the transaction contemplated by this Agreement.

21. Duties of Escrow Agent. The Purchase Price and all additional funds as may be required at Closing (the "Settlement Funds") shall be paid over to the Escrow Agent in advance of Closing and held by the Escrow Agent in an interest-bearing client trust account. Such Settlement Funds shall be disbursed at Closing according to the terms of this Agreement and a settlement statement to be prepared hereunder by the parties hereto. In its capacity as escrow agent, Escrow Agent shall have only those duties and obligations as are expressly set forth herein. No implied duties or obligations shall be read into this Agreement against Escrow Agent. Except as explicitly stated herein, Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller or otherwise related to the Property or the transaction contemplated hereunder. Escrow Agent shall not be liable to either party or any other person on account of any error of judgment, any act done or stop taken or omitted in good faith, any mistake of fact or law, or anything else Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of actual and intentional misconduct, willful disregard of this Agreement or gross negligence on the part of the Escrow Agent. Escrow Agent shall be entitled to rely, and shall not be subject to any liability in acting in reliance, upon any writing furnished to Escrow Agent by either party, and shall be entitled to treat as genuine and as the document which it purports to be, any letter, paper or other document furnished to Escrow Agent in connection with this Agreement. Escrow Agent further may rely on any affidavit of either party or any other person as to the existence and accuracy of any facts stated therein to be known by the affiant. In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay such deposit monies into the Clerk of the Superior Court of Sullivan County, New Hampshire, with notice to the parties hereto at the addresses recited hereinabove, and thereupon the Escrow Agent shall be discharged from its obligations as recited herein, 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 (a) deduct the administrative cost of opening, maintaining and closing the said escrow account from the deposit monies before disbursing any of said monies, and (b) deduct the cost of bringing such interpleader action, from the deposit monies held in escrow prior to the forwarding of the same to the Clerk of such Court.

22. Conditional Obligation of Seller. All payment obligations of Seller hereunder, including but not limited to any expenditure of funds necessary to correct or cure a title defect as set forth in Section 5 of this Agreement, are contingent upon the availability and

continued appropriation of funds, and in no event shall Seller be liable for payment in excess of any such available funds.

23. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

24. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

25. Modifications. This Agreement may not be amended orally, but only by an instrument in writing signed by both Seller and Buyer. The effectiveness of any such amendment to this Agreement may, in the sole judgment of the Seller, be subject to further authorization by G&C.

26. No Assignment. This Agreement shall inure to the benefit of and bind the parties hereto. Neither this Agreement nor the rights of either party hereunder shall be assignable to any other party except by separate written agreement of the parties authorized in advance by G&C.

27. Entire Agreement. This Agreement contains entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale and other undertakings contemplated by this Agreement.

28. Governing Law. This Agreement is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

29. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

30. NOTIFICATIONS PURSUANT TO NH RSA 477:4-a AND 477:4-c.

(a) 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.

(b) 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.

(c) 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.

(d) Water Supply and Sewage Disposal.

Water Supply System:
Type: municipal
Location: Water Street
Malfunctions: unknown
Date of installation: unknown
Date of most recent water test: unknown
Problems experienced by Seller (such as an unsatisfactory water test or a water test with notations): unknown

Sewerage Disposal Systems:
Size of tank: n/a
Type: municipal
Location: Water Street
Malfunctions: unknown
Age of system: unknown
Date most recently serviced: unknown
Name of contractor who serviced the system: unknown

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

STATE OF NEW HAMPSHIRE
By and through its
Department of Administrative Services

Witness

By: _____ 11/7/24
Charles M. Arlinghaus, Commissioner

BUYER:

CITY OF CLAREMONT

Witness

By: _____
Yoshi Manale, City Manager 11/14/24

ESCROW AGENT:

LAW OFFICE OF JAMES G. FELEEN, PLLC

Witness

By: _____
James G. Feleen, Esq. 11/14/24

RESOLUTION 2025-26

AUTHORIZATION TO BORROW – 17 WATER STREET

WHEREAS the City Manager, with prior City Council approval, extended a purchase offer for property at 17 Water Street on behalf of the City; and

WHEREAS the State of New Hampshire has accepted said offer for property located at 17 Water Street, currently owned by the State;

NOW THEREFORE BE IT RESOLVED that the City Manager or his designees are hereby authorized to enter into a purchase and sale agreement, with a purchase price of $700,000.00, for said property; and

BE IT FURTHER RESOLVED that the City Treasurer or her designees are hereby authorized to enter into a 1-year, short-term, unsecured loan agreement in the principal amount of $700,000, with no principal or interest payment due until fiscal year 2026 *(Majority vote required)*

Dated this 13th day of November, 2024 the City of Claremont, County of Sullivan, State of New Hampshire.

AYES	7	ABSENT	0
NAYS	2	ABSTAIN	0

CERTIFICATION

I, Julia A. Bizzarro, the undersigned officer, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Claremont, New Hampshire, at a meeting, duly noticed, and held on November 13, 2024.

Julia A. Bizzarro, Clerk to the Council