



## **RESOLUTION**

**AUTHORIZING THE ACQUISITION OF LAND AND BUILDINGS AT 11-13  
MULBERRY STREET (MAP 82, LOT 26) FOR ROTATION OF THE DIVISION OF  
PUBLIC HEALTH AND COMMUNITY SERVICES**

### ***CITY OF NASHUA***

*In the Year Two Thousand and Fourteen*

***RESOLVED*** by the Board of Aldermen of the City of Nashua that the Mayor is hereby authorized to purchase property located at 11-13 Mulberry Street (Tax Map 82, Lot 26) from Iglesia Pentecostal Y Misionera, Inc. on terms and conditions substantially similar to the attached Purchase and Sale Agreement. The purchase price of said land and buildings shall be three hundred and fifty-five thousand dollars (\$355,000) to be paid from Account 81200 – Public Health Building Acquisition.

**LEGISLATIVE YEAR 2014**

**RESOLUTION:**

**R-14-065**

**PURPOSE:**

**Authorizing acquisition of land and buildings at 11-13 Mulberry Street (Map 82, Lot 26) for Rotation of the Division of Public Health and Community Services**

**ENDORSERS:**

**Mayor Donnalee Lozeau  
Alderman-at-Large Lori Wilshire**

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:**

**The purchase price of three hundred and fifty-five thousand dollars (\$355,000) is coming from Account 81200 – Public Health Building Acquisition.**

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**ANALYSIS**

This resolution authorizes the city to acquire 11-13 Mulberry Street (Map 82, Lot 26) on terms and conditions substantially similar to the attached Purchase and Sale Agreement for the purpose of relocating the city's Division of Public Health and Community Services. Funds for the purchase of this property will come from Account 81200 – Public Health Building Acquisition.

Charter §77 provides that the Planning Board "shall review and make recommendations to the Mayor and Board of Aldermen on all locations for proposed municipal building and facilities, including educational, [and] on the purchase and sale of any land by the city."

The Purchase and Sale Agreement has a purchase price of \$355,000 and a closing date of on or before October 1, 2014. The agreement allows thirty (30) calendar days from the effective day of the P&S (August \_\_, 2014) for the city to complete a title examination. The P&S is contingent upon a vote approving the purchase at the sole discretion of the Board of Aldermen.

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**Approved as to account structure, numbers and amount:**

**Financial Services Division**

By: 

**Approved as to form:**

**Office of Corporation Counsel**

By: 

**Date: August 8, 2014**

## PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of August, 2014, between the between the Seller, **Iglesia Pentecostal Y Misionera, Inc.**, PO Box 3274, Nashua, New Hampshire, 03061-3274, County of Hillsborough, State of New Hampshire, and the Buyer, **CITY OF NASHUA**, a municipal corporation with a principal place of business at 229 Main Street, City of Nashua, County of Hillsborough, State of New Hampshire 03061.

### WITNESSETH:

1) The Seller agrees to sell and convey, and the Buyer agrees to purchase the real property located at 11-13 Mulberry Street, Nashua, New Hampshire and described as City of Nashua Tax Map 82 and Lot 26 ("Property"), and more particularly described in the deed recorded in the Hillsborough County Registry of Deeds at Book 5578, Page 1352.

2) **Purchase price.** The purchase price is Three Hundred Fifty Five Thousand dollars (\$355,000.00).

Deposit, receipt of which is hereby acknowledged, in the sum of zero Dollars (\$00.00), in the form of corporate check, to be held in escrow account by \_\_\_\_\_ N/A \_\_\_\_\_, ("Escrow Agent") of \_\_\_\_\_.

The purchase price is to be paid to Seller on date of transfer of title in the form of a corporate check.

3) **Deed.** Marketable title shall be conveyed by warranty deed to the Buyer, free and clear of all encumbrances not specifically excepted in this Agreement. The Seller shall be solely responsible for the cost of preparing and delivering the deed.

4) **Title.** If Buyer desires an examination of title, Buyer shall pay the cost thereof. Buyer shall have thirty (30) days to conduct the examination of title from the effective date of this Agreement. If the Buyer finds defect(s) in the title to any of the lands which together make up the Property to which it objects, it shall so notify the Seller in writing specifying the defect(s) to which the Buyer objects. Upon receipt of such notification the Seller shall within thirty (30) days thereafter remove said defect(s) to the extent practicable. If Buyer determines that the title is found not to be marketable or not clear of record or not insurable or the Seller is unable to remove the defect(s) to which the Buyer objects within said period, this Agreement may be rescinded at the option of Buyer or Buyer may elect to accept such title as Seller can convey without diminution in the selling price.

5) **Hazardous Materials.**

a) Seller warrants that during the period that Seller has owned, and will own, the Property it was not, and will not be, used for the storage, generation or disposal of hazardous waste or hazardous materials as those terms are defined under applicable federal, state and local statutes, ordinances and regulations and that, to the best of Seller's knowledge, said Property was not used for any such purposes prior to the time Seller acquired title thereto. Seller further warrants that Seller has found no evidence of hazardous

waste or hazardous material on or affecting said land. These warranties shall survive the closing of the transaction contemplated by this Agreement.

b) If Buyer performs an environmental assessment and finds said Property contains hazardous waste or hazardous materials to which Buyer objects, Buyer may then rescind this Agreement and receive return of Buyer's deposit(s) by so notifying Seller no later than September 15, 2014, or else Buyer shall be deemed to have waived such objections. If such assessment is performed, Buyer agrees that qualified experts will be engaged, that Buyer shall exercise said right to rescind, if at all, promptly following receipt of the assessment report, but not later than the above-specified date, and will therewith provide Seller with a copy of said report.

6) **Notices.** Any notice, request, instruction or other document given or required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the address of the recipient party set forth at the beginning of this Agreement.

7) **Transfer of Title.** On October 1, 2014 at 10:00 a.m. at the Nashua City Hall in Nashua, New Hampshire, unless another time and place shall be agreed upon in writing by Seller and Buyer.

8) **Prorations.** Taxes and special assessments shall be prorated as of date title is transferred to Buyer.

9) **Possession.** Possession of the Property in the same condition as of the date of this Agreement, less normal wear and tear, is to be given upon transfer of title, free of all tenants, personal property and encumbrances not specifically excepted in this Agreement.

10) **Broker.** Seller agrees that Seller is solely responsible for payment of any Broker's commission and disbursements by reason of this Agreement or the sale and purchase contemplated hereby.

11) **Effective Date.** This is a binding contract and the effective date is when signed and dated, whether by electronic transfer or original, and all changes initialed and dated, by Seller and Buyer. This Agreement, except as otherwise provided herein, shall be binding upon and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

13) **Liquidated Damages.** If Buyer shall default in the performance of Buyer's obligations under this Agreement, the amount of the deposit(s) shall become the property of the Seller as reasonable liquidated damages in full discharge and satisfaction of Buyer's obligations hereunder.

14) **Prior Statements.** All representations, statements, and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on the other's behalf.

15) **Governing Law.** This Agreement shall be construed by and in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings.

16) **Additional Provisions.**

a) Upon reasonable notice to Seller, Buyer, its agents and employees, may enter the Property for purposes of making inspections, surveys, environmental assessments, and generally examining the premises at Buyer's sole risk and expense.

17) **Contingencies.**

a) This Agreement is contingent upon Buyer obtaining final, unappealable approval for the purchase of the Property by vote of the full Board of Alderman. If Buyer is unable to obtain said approval and so notifies Seller in writing on or before September 15, 2014, time being of the essence with respect thereto, this Agreement shall thereupon become null and void and Buyer's deposits, if any, shall be returned in full by Escrow Agent, after which neither Seller nor Buyer shall have any further obligations to the other under this Agreement. In the event Buyer has not notified Seller in writing of Buyer's inability to obtain said approval by the above-specified date, this contingency shall lapse.

c) This Agreement will be null and void if not signed by both the Seller and Buyer within thirty (30) days following the date and year first written or failing to which the Buyer's deposit, if any, shall be refunded in full by the escrow agent, and thereafter which neither Seller nor Buyer shall have any further obligations to the other under this Agreement.

WITNESS the signatures of the above parties as of the day and year first above written.

IGLESEA PENTECOSTAL Y  
MISIONERA, INC.

Date: August \_\_, 2014

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

Its \_\_\_\_\_  
Duly authorized

CITY OF NASHUA, Buyer

Date: August \_\_, 2014

By: \_\_\_\_\_  
DonnaLee Lozeau

\_\_\_\_\_  
Witness

Its Mayor \_\_\_\_\_  
Duly authorized