

Property Address 91 Main Street
Claremont, NH 03743



NH CIBOR

Mandatory New Hampshire Real Estate Disclosure & Notification Form



1) NOTIFICATION RADON, ARSSENIC AND LEAD PAINT: Pursuant to RSA 477: 4-a, the SELLER hereby advises the BUYER of the following:

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 PAINT: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

2) DISCLOSURE FOR WATER SUPPLY AND SEWAGE DISPOSAL: Pursuant to RSA 477:4-c & d, the SELLER hereby provides the BUYER with information relating to the water and sewage systems:

WATER SUPPLY SYSTEM

Type: **public**
Location: _____
Malfunctions: _____
Date of Installation: _____
Date of most recent water test: _____
Problems with system: _____

SEWERAGE DISPOSAL SYSTEM

Size of Tank: _____
Type of system: **public**
Location: _____
Malfunctions: _____
Age of system: _____
Date most recently serviced: _____
Name of Contractor who services system: _____

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3) INSULATION: Is the Property currently used or proposed to be used for a 1 to 4 family dwelling?
Yes ☐ No ☒

If yes, the SELLER hereby provides the BUYER with information relating to insulation:

Location(s): _____

Type: _____

4) LEAD PAINT: Was the property construction prior to 1978 and is the Property or any part of the Property used for residential dwelling(s) or special uses that would require the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form under federal law?

Yes ☐ No ☒

If yes, has the Federal Lead Addendum been attached? And has the Federal pamphlet been delivered.

Yes ☐ No ☐

5) METHAMPHETAMINE PRODUCTION: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g)

Yes ☐ No ☒

If Yes, please explain: _____

6) SITE ASSESSMENT ON WATERFRONT PROPERTY:

Does the Property use a septic disposal system?

Yes ☐ No ☒

If yes, is a Site Assessment Study for "Developed Waterfront" required pursuant to RSAs 485-A:2 and 485-A:39?

Yes ☐ No ☐

If yes, has the SELLER engaged a permitted subsurface sewer or waste disposal system designer to perform a site assessment study to determine if the site meets the current standards for septic disposal systems established by the Department of Environmental Services?

Yes ☐ No ☐

7) CONDOMINIUM: Pursuant to RSA 477:4-f, is the property a condominium?

Yes ☐ No ☒

If the property is a condominium, BUYER has the right to obtain the information in RSA 356 - B58 I from the condominium unit owners' association. Such information shall include a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of the amount of monthly and annual fees, and any special assessments made within the last 3 years.

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8) RENEWABLE ENERGY IMPROVEMENTS

Is this property subject to a Public Utility Tariff Pursuant to RSA 374:61?

Yes ☐ No ☒ Unknown ☐

If yes than SELLER shall disclose, if known:

Remaining Term: _____

Amount of Charges: _____

Any Estimates or Documentation of the Gross or Net Energy or Fuel Savings _____

9) SELLER LICENSEE

Pursuant to RSA 331 A:26 XXII, is the Seller (or any owner, direct or indirect) of this property a real estate licensee in the state of New Hampshire:

Yes No

10) ASBESTOS DISPOSAL: Does Property include an asbestos disposal site?

Yes ☐ No ☒ Unknown ☐

If yes, then disclosure is required pursuant to RSA 141-E:23.

11) PROPERTY ADDRESS:

Address: 91 Main Street, Claremont, NH 03743

Unit Number (if applicable): _____

Town: Claremont NH 03743

Twin States Storage, LLC (Jerry Santana)

dotloop verified
07/20/26 3:14 PM CDT
5FKW-GX2X-EHXM-XW9T

SELLER

Date

SELLER

Date

The BUYER(S) hereby acknowledge receipt of a copy of this disclosure prior to the execution of the Purchase and Sale Agreement to which this is appended.

BUYER

Date

BUYER

Date

Misc Additional Property

Level 2

4 Room Office

- Intrusion alarm system
- 2 computers with monitors
- 3 printers
- All-in-one machine (Fax, copier, scanner, printer)
- 1 typewriter with stand
- Credit card processing machine
- SWANN surveillance video systems
- 2 clocks
- 1 employee time clock
- 2 large safes
- 7 fireproof file cabinets
- 15 paper organizers
- Miscellaneous office supplies
- Phone system
- 4 desks
- 3 credenzas
- 7 chairs
- Refrigerator
- Microwave
- Coffee maker
- 5 current and future storage stall plans
- 1 file cabinet
- Electric pencil sharpener

Owners Office

- 2 desks
- 10 book shelves
- 1 kitchenette- refrigerator, microwave

Lobby and Supply Area

- 1 fireproof file cabinet
- 8 short file cabinets

- 3 wood file cabinets
- 1 supply table
- 6 chairs
- Miscellaneous amount of moving supplies/retail
- 4 bolt cutters
- 1 wood file in closet
- 4 file cabinets in closet
- 1 sound system
- 1 blue hand truck
- 5 blue carts
- 1 blue mattress cart
- 1 Hoover vacuum
- Assortment of cleaning and paper supplies
- 3' ladder
- 6' ladder
- 8' ladder

Far end Level 2

- 3 blue carts

Level 3

- 1 complete set of 4 mobile unit wheels and bar

Maintenance Room (Costa)

- 5 shelves
- 1 bench
- Miscellaneous Tools
- Miscellaneous Supplies
- 2 tool boxes
- 1 vacuum

Entryway

- Roll around cart
- 6 Blue carts
- 1 mattress cart
- 3 hand carts
- 1 green pallet jack

Level 4

- 1 Swift electric pallet lift (to move boxes on level 4)

Elevator Box Area

- 2 shelves
- 1 floor jack
- Z-Bar, wheels and hitch

Containers

- 43 mobile containers on level 4
- 10 mobile containers outside level 3
- 1 mobile containers outside level 1

- 3 20' sea containers outside level 3
- 1 40' sea container outside level 1
- 17 20' sea containers outside level 1

- 1 40' sea container with 4 roll up doors to 10x8 storage units outside level 3
- 1 20' sea container with 3 roll up doors to 8x6 storage units outside level 1
- ~~6 40' trailers outside level 1~~

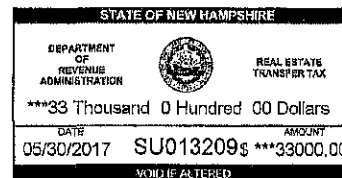
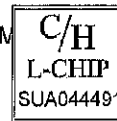
350 +/- fixed storage units

Level 1 Shop

- 1 Troy built snow blower 26", new 2015
- 1 air compressor
- 2 shelves
- 1 garden hose
- 1 Yale fork lift truck 11,000 lbs with 8' forks Serial #N474333

Items throughout the building

- 6 miscellaneous brooms
- 6 miscellaneous shovels
- 15 fire extinguishers



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **J.D. BOURDON REALTY, INC.**, a New Hampshire Corporation with a place of business at 91 Main Street, Claremont, County of Sullivan and State of New Hampshire, for consideration paid, grants to **TWIN STATES STORAGE, LLC**, a New Hampshire Limited Liability Company, with a mailing address of 805 North LaSalle Drive, #3202, Chicago, IL 60610, with **WARRANTY COVENANTS**, the following described premises:

Two certain tracts or parcels of land, with the buildings thereon, situate in Claremont, County of Sullivan and State of New Hampshire described as follows:

Tract 1.

A certain tract or parcel of land, with the buildings thereon, situate in Claremont, County of Sullivan and State of New Hampshire and being shown as Lot 1 on a plan entitled "Subdivision Plan of Land Owned by JD Bourdon Realty, Inc., 91 Main Street, Claremont, New Hampshire", dated May 22, 2017 and prepared by Wayne McCutcheon Associates, Inc., to be recorded in the Sullivan County Registry of Deeds.

Beginning at a rail road spike iron pin set at the northeasterly corner of the intersection of Main Street and Pearl Street, and being the southwesterly corner of the premises herein conveyed:

1. thence North 02° 47' 05" East a distance of 25.57 feet to an iron pin set thence northerly on a curve with a radius of 25 feet and a length of 37.30 feet to an existing iron pin;
2. thence North 24° 32' 25" East a distance of 43.08 feet to an iron pin;
3. thence northerly on a curve with a radius of 105.00 feet and a length of 20.3 feet a rebar set at the northwesterly corner of the premises herein conveyed (the last 3 courses being along the easterly side of Pearl Street);
4. thence South 74° 49' 45" East a distance of 49.35 feet along Lot 3 as shown on said Plan to a point at the northwesterly corner of the "Building" on Lot 1;
5. thence South 74° 49' 45" East a distance of 72.78 feet along the Building and Lot 3 to a corner of said Building;

6. thence South 15° 56' 58" West, a distance of 24.50 along the Building and Lot 3 to a corner of said Building;
7. thence South 74° 49' 45" East a distance of 32.84 feet along the Building and Lot 3 to a corner of said Building;
8. thence South 15° 56' 58" West, a distance of 19.83 feet along the Building and Lot 3 to a corner of said Building;
9. thence South 74° 52' 29" East a distance of 78.87 feet along the Building and Lot 3 to a corner of said Building;
10. thence North 15° 35' 29" East, a distance of 30.50 along the Building and Lot 3 to a corner of said Building;
11. thence South 57° 46' 56" East a distance of 5.42 feet along the Building and the building on Lot 2 to a point;
12. thence South 75° 05' 18" East a distance of 76.63 feet along the Building and the building on Lot 2 to a corner of said Building;
13. thence South 14° 47' 07" West a distance of 36.10 feet along the Building and the building on Lot 2 to a corner of said Building;
14. thence South 78° 14' 14" East a distance of 112.59 feet along a brick wall and the building on Lot 2 to a point;
15. thence South 57° 55' 30" East a distance of 132.02 feet along a wood wall and the building on Lot 2 to a point at the Building corner, being the northeasterly corner of the premises herein conveyed;
16. thence South 36° 18' 25" west a distance of 64.90 feet along lot 2 to a rail road spike set on the northerly side of Main street;
17. thence westerly along Main Street a distance of 520.6 feet with a closure line of North 71° 27' 27" West a distance of 515.76 feet, to the point of beginning.

Containing approximately 42,000 square feet (or 0.96 acres), more or less.

Being a portion of the deed of John D. Bourdon to JD Bourdon Realty, Inc, dated February 7, 1991 and recorded in Volume 933, Page 23 of the Sullivan County Registry of Deeds. (Lot 1 of said Plan is a Portion of Tracts 1, 2 and Tract 3 of said deed); see also quitclaim deed of the City of Claremont to JD Bourdon Realty, Inc. dated May 18, 2017 and recorded in vol. 2007, Page 437, conveying Parcel F on a plan entitled "Plan of a Portion of Pearl Street to be Conveyed to JD Bourdon Realty, Inc" dated February 15, 2017, prepared by Wayne McCutcheon Associates, Inc., recorded in Drawer 5, #131 of the Sullivan County Registry of Deeds.

Tract 2.

All that certain piece, parcel or tract of land situate on the southerly side of Main Street, so called, in Claremont, Sullivan County, New Hampshire, identified as Tax Map 107, Lot 1 on the above-referenced plan, being more particularly bounded and described as follows:

Beginning at a point on said Main Street at the northeasterly corner of land now or formerly of the Roman Catholic Church; thence southerly along line of land of said church 50 feet more or less to the northerly side of a bank wall; thence easterly parallel to said Main Street

100 feet, more or less, to line of land now or formerly of the Baptist Society; thence northerly along line of land of said Baptist Society 50 feet, more or less, to Main Street; thence westerly along Main Street 102 feet, more or less, to the place of beginning.

Being a portion of the deed of John D. Bourdon to JD Bourdon Realty, Inc., dated February 7, 1991 and recorded in Volume 933, Page 23 of the Sullivan County Registry of Deeds. (Lot 1 of said Plan is a portion of Tract 1 of said deed)

Tracts 1 & 2 are :

Subject to and benefitting from the following:

1. Also conveying an Easement by foot or vehicle over a 10 foot wide easement, as shown on said Plan to be used with others legally entitled thereto, from Mill Rd across Lot 2 (Tract 4, of the above referenced deed), to Lot 1, in a westerly direction to the Tower Office Building, so called, being part of Lot 2, with the right to utilize the existing stairway and to enter through the doorway of said building and to use the stairs leading to the next lower level for purposes of accessing Lot 1 and the storage facilities contained therein.
2. Also conveying an easement to utilize the "Loading Dock" as shown on said Plan, located at the southeasterly corner of the building located on Lot 2, (known as the Tanx building) for the benefit of Lot 1 in common with others legally entitled thereto with access to said loading dock over the above referenced 10 foot right of way. Also conveying the right to construct, maintain, repair and replace said loading dock, subject to the obligation that such use shall not unreasonably interfere with the use of Lot 2. Grantee shall return the premises to a similar condition as existed prior to Grantee's entry on the premises.
3. Also conveying an easement to benefit Lot 1 to enter upon the abutting parcels (Lots 2 and 3) for the purposes of constructing, repairing, maintaining and replacing the structures on Lot 1, together with all privileges reasonably and necessarily incident to said right and easement, subject to the obligation that such use shall not unreasonably interfere with the use of the burdened Lots. The owner of Lot 1 shall return the premises to a similar condition as existed prior to the entry by the owner of Lot 1 upon said premises.
4. Excepting and Reserving an easement to benefit Lot 2 to enter on the abutting parcels (Lots 1 and 3) for the purposes of constructing, repairing, maintaining and replacing the structures on Lot 2, together with all privileges reasonably and necessarily incident to said right and easement, subject to the obligation that such use shall not unreasonably interfere with the use of the burdened Lots. The owner of Lot 2 shall return the premises to a similar condition as existed prior to the entry by the owner of Lot 2 upon said premises.
5. There shall be conveyed with each Lot as shown on the Plan a perpetual right, easement and right of way to operate, maintain, repair and replace presently existing electric, cable, internet, water and sewer and other utility lines, cables, wires and pipelines now servicing the respective Lots which may cross any of the other Lots, together with all privileges reasonably and necessarily incident to said right and easement, subject to the obligation that such use shall

not unreasonably interfere with the use of the burdened Lots and the burdened Lots shall be returned to a similar condition as existed prior to the entry by the benefitted Lot owner upon said premises.

6. The adjoining wall of Lot 1 and Lot 2 are hereby designated the "Party Wall." The Party Wall is located approximately on the boundary dividing the two lots. The "Party Wall" shall be used and maintained as a party wall forever. Each Lot shall have a perpetual reciprocal easement in and to any part of the property owned by the other on which the Party Wall is located, for party wall purposes, and upon the roofs of the respective structures, for maintenance, repair, and inspection. Mutual reciprocal easements for mutual support are established and declared for the Party Wall, and for access to the structures for repair or maintenance in the event of an emergency. The owners of each lot shall be solely responsible for the maintenance and repair of the Party Wall on the inside of their respective structure, including fixtures, equipment, glass, and all utility or service lines and equipment located therein or which provide utility services to said structure. In performing such maintenance or repair, or in improving or altering the interior of their respective structures, neither the owner of Lot 1 or Lot 2 shall do any act or work which impairs the structural soundness of the Party Wall or the other party's structure, or which interferes with any easement granted or reserved. In the event of damage to or destruction of the Party Wall from any cause, the owners of Lot 1 or Lot 2 shall, at their joint expense, repair or rebuild the Party Wall, and the owners of Lot 1 or Lot 2 shall have the right to the full use of the Party Wall so repaired or rebuilt. If the owner of Lot 1 or Lot 2 (including any tenant of the Owner) shall cause damage to or destruction of the Party Wall for whatever reason, such responsible party (or, the Owner in case of a tenant) shall bear the entire cost of such repair or reconstruction.

7. Granting an Easement across Lot 1 for the benefit of Lot 2 for the use and enjoyment of the locker and rest room facilities as identified as the "Lavatory Easement" on said Plan, located on the ground floor of Lot 1. Lots 1 and 2 shall equally share in the cost of maintenance, repair, replacement and upgrade of said facilities.

8. Excepting and Reserving a permanent and temporary easement to the City of Claremont along the southerly side of the Premises herein conveyed for the purpose of the reconstruction of Main Street and sidewalks on the northerly side of Main Street, to be recorded and as more fully described on a plan entitled "Easement Plan Tax Map 107 Lot 25, Main Street Reconstruction and Improvements," dated July 8, 2016 McFarland-Johnson, Inc., said plan to be recorded in the Sullivan County Registry of Deeds.

Said Permanent Easement Area being along the southerly portion of the Premises, along the northerly boundary of Main Street, so-called, and further described as follows:

Beginning at an iron pin set on the northerly limit of said Main Street at Station 110+51.31; thence N 87° 33' 01.24" E, a distance of 4.07 feet to a point; thence southeasterly along a curve with a radius of 528.50 feet, a distance of 114.80 feet to a point; thence S 24° 11' 54.93" E, a distance of 2.39 feet to an iron pin set on the northerly limit of said Main Street; thence northwesterly along the northerly limit of said Main Street along a curve with a radius

of 496.81 feet, a distance of 120.22 feet to the point of beginning, being an area of 159.54 square feet, more or less.

9. Also conveying an easement for the parking and storage of vehicles and storage container and trailers on a portion of Lot 3 which lies southerly of the 14 foot easement as shown on the Plan entitled "Subdivision Plan of Land Owned by JD Bourdon Realty, Inc. 91 Main Street, Claremont, New Hampshire", dated December 30, 2016 and prepared by Wayne McCutcheon Associates, Inc., subject to the rights of Lots 3 and 2 to enter upon said easement area for purpose of turning around vehicles; and subject to the right of Lot 2 to enter upon the easement area to access and to maintain and repair the structures located on Lot 2. No fence shall be constructed along the southerly boundary of the "14 foot easement" area as shown on said Plan.

10. Excepting and Reserving an easement for the benefit of Lot 2 for the attachment of the "smoke stack" as shown on the Plan, to the subject premises, along with the right to enter on Lot 1 for the purposes of constructing, repairing, maintaining and replacing the smoke stack, together with all privileges reasonably and necessarily incident to said right and easement, subject to the obligation that such use shall not unreasonably interfere with the use of the burdened Lot. The owner of Lot 2 shall return the premises to a similar condition as existed prior to the entry by the owner of Lot 2 upon said premises.

11. This conveyance is made subject to the obligations and with the benefit of the rights stated in the following documents, if applicable:

(a) *Deed of Sullivan Machine Co. to Claremont Mfg. Co. recorded September 6, 1870 in Deed Book 94, Page 237.*

(b) *Deed of Sullivan Machinery Co. to Monadnock Mills, recorded July 19, 1900 in deed Book 145, Page 538.*

(c) *Deed of Sullivan Machinery Co. to Monadnock Mills, recorded July 1, 1904 in Deed Book Vol. 161, Page 473.*

(d) *Deed of Sullivan Machinery Co. to Town of Claremont, recorded March 12, 1917 in Deed Book Vol. 181, Page 495.*

(e) *Deed of Sullivan Machinery Co. to Claremont Machinery Co., recorded January 10, 1914, in Deed Book Vol. 182, Page 260.*

(f) *Deed of Sullivan Machinery Co. to Edward Rossiter and E.C. Hoisington, recorded August 18, 1915 in Deed Book Vol. 188, Page 328.*

(g) *Deed of Sullivan Machinery Co. to Town of Claremont, recorded April 25, 1939, in Deed Book 266, Page 184.*

(h) *Permit for any locations conveyed by Joy Manufacturing Company to Connecticut Valley Electric Company, Inc. and New England Telephone and Telegraph Company on November 30, 1971, Volume 504, Page 241.*

(i) *Deed from Joy Manufacturing Company to Sugar River Mills Associates dated December 20, 1980, Volume 676, Page 79.*

(j) *Agreement between Sugar River Mills Associates and Joy Manufacturing Company, recorded January 16, 1981, Volume 676, Page 30*

(k) *Deed from Sugar River Mills Associates to Joy Manufacturing Company dated December 19, 1980, Volume 676, Page 94.*

(l) *License and easement granted by Sugar River Mills Associates to Joy Manufacturing Company dated December 19, 1980, Volume 676, Page 96.*

The Grantee shall hold Grantor harmless from any claim associated with the Grantee's use of the easement areas. The Grantor shall hold Grantee harmless from any claim associated with Grantor's use of the easement areas.

See also the Voluntary Lot Merger recorded on March 6, 2017 and recorded in Volume 2001, Page 618.

Dated this 25th day of May, 2017.

J. D. BOURDON REALTY, INC.

By: [Signature]
Thomas A. Bourdon, its President
duly authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN**

On this 25th day of May, 2017, before me, the undersigned officer, personally appeared Thomas A. Bourdon, who acknowledged himself to be the President of J.D. Bourdon Realty, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation hereto.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

[Signature]
Notary Public

Notary printed or typed name

