

AUCTION



Stand-alone Commercial Building on Route 125 Kingston, New Hampshire

Wednesday, March 6th at 11:00 a.m.

23 Route 125 is a single-story 2,942 sq.ft. commercial building built in 1988 and currently operating as the Fireplace Outlet. The property is 3.16 acres with 200' of frontage on Route 125 with gated entrance. Ample paved parking and outdoor storage area. Three-phase power available. The property is zoned CIII-Commercial District. Tax Map R3, Lot 2, Sub-lot A. Assessed value: \$470,400.

Inspection: One hour prior to the auction, if permitted.

Terms: Ten thousand-dollar (\$10,000.00) deposit in cash or certified check, made payable to Paul McInnis LLC Escrow deemed acceptable to mortgagee or agent of the mortgagee at time and place of sale. Balance due at closing within forty-five (45) days of sale. Subject to all terms of mortgagee's notice of sale.

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to these parties concerning the completeness or accuracy of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

Est. 1976
PAUL^CINNIS LLC
AUCTIONS • REAL ESTATE • RESULTS

NOTICE OF MORTGAGEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by **Sarcasm LLC** (the "Mortgagor") to Merrimack County Savings Bank (the "Mortgagee"), dated February 25, 2020 recorded at the Rockingham County Registry of Deeds at Book 6095, Page 1734, (the "Mortgage Deed") notice is hereby given that on Wednesday, March 6, 2024 at 11:00 AM, the Mortgagee will auction at public auction a certain tract of land and the improvements thereon (the "Mortgaged Premises"). The sale shall be held on the Mortgaged Premises which has an address of 23 Route 125, Town of Kingston, County of Rockingham and State of New Hampshire. Reference is made to the Mortgage Deed for a metes and bounds description of the Mortgaged Premises and for a statement of easements, covenants, restrictions, rights and other matters, if any, affecting the Mortgaged Premises, the same as if set forth in full herein.

The Mortgaged Premises are to be sold by virtue of the power of sale contained in said Mortgage Deed, for condition broken and for the purpose of foreclosing the rights of Mortgagor and all persons claiming by, through, or under it.

TERMS: The Mortgaged Premises will be sold subject to all unpaid taxes and other municipal assessments and liens therefore, and all other liens, easements, rights and encumbrances of any and every nature which are or may be entitled to precedence over said Mortgage Deed. All transfer taxes shall be paid by the successful bidder. Said Mortgaged Premises will be sold "as is". The Mortgagee and its agents make no representations or warranties with respect to the accuracy of any statement and to the boundaries, acreage, frontage or other matters contained in the aforesaid description of the Mortgaged Premises or in said Mortgage Deed.

In order to qualify to bid at the foreclosure sale, any interested person, other than the Mortgagee, must present to the Mortgagee or its agent, at the time of sale, a Ten Thousand Dollars (\$10,000.00) Initial Deposit in cash, or by a Certified Check, Cashier's Check, Treasurer's Check, Bank Draft, or other instrument deemed satisfactory by the Mortgagee, at its sole discretion ("Satisfactory Funds"). Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction.

The successful bidder shall be required to sign a Memorandum of Sale at the conclusion of the public auction and must pay the balance of the bid price in full and Satisfactory Funds upon tender of Mortgagee's Foreclosure Deed, within forty-five (45) days after the sale, time being of the essence, said closing to take place at the offices of the Mortgagee's attorney. In the event that the successful bidder later refuses or is unable to close on the sale, time being of the essence, said bidder shall forfeit all interests in the Mortgaged Premises, as well as the deposit, and the Mortgagee, without waiving its rights to retain any deposit, may elect either to accept the backup bids from others who attended the auction and convey the property by Foreclosure Deed to the highest such bidder or re-foreclose on the Mortgaged Premises.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to: (i) continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises, (iii) reject without cause, any and all of the bids for the Mortgaged Premises; and (iv) amend or change the Terms of Sale set forth herein and by announcement, written or oral, made before or during the foreclosure sale, with all such change(s) or amendment(s) to be binding upon all bidders.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

You are further notified that, failure to institute such petition and complete service upon the foreclosing party, or its agent, conducting the sale prior to sale shall thereafter bar any action or right of action of the mortgagor based on the validity of the foreclosure.

For further information with respect to the Mortgaged Premises to be sold, contact Paul McInnis, LLC of 1 Juniper Road, North Hampton, New Hampshire 03862, Telephone Number (800) 242-8354.

MERRIMACK COUNTY SAVINGS
BANK
By its Attorney,

By: 

Eaton W. Tarbell, III, Esq.
TARBELL & BRODICH, PA
45 Centre Street
Concord, NH 03301
(603) 226-3900 x14





Property Card: 23 RT 125
 Town of Kingston, NH



Parcel ID: 0R3-00002A-000000
PID: 0000R300000200000A

Owner: SARCASM LLC
Co-Owner:
Mailing Address: 23 ROUTE 125
 KINGSTON, NH 03848

General Information		Assessed Value	
Map: 0000R3 Lot: 000002 Sub: 00000A Land Use: COM/IND Zone: C3AQC3AQ Land Area in Acres: 3.16 Current Use: N Neighborhood: N-J Frontage: 0 Waterfront: 0 View Factor: N	Land: \$241,000 Buildings: \$207,700 Extra Features: \$21,700 Total: \$470,400		
		Sale History	
		Book/Page: 6095-1731 Sale Date: 3/24/2020 Sale Price: \$398,533	
Building Details			
Model Description: COMMERCIAL Total Gross Area: 2942 Year Built: 1988 Building Grade: AVG Stories: 1.00 STORY FRAME		Condition: GOOD Depreciation: 0 No. Bedrooms: 0 No. Baths: 0.5 Adj Bas: 0	



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Displaying results for Invoice: 2023P02035005.
Data last updated on Dec 29 2023.
Due amounts reflect interest as of 2/5/2024.

Invoice Number: 2023P02035005

[Print Now](#)

Owner	SARCASM LLC	Due Date	12/18/2023
Owner 2		Bill Amount	\$3,365.12
Location	23 RT 125	Principal	\$3,365.12
Type	Property Tax	Interest	\$36.14 *
Billed Date	12/18/2023	Penalties	\$0.00
Map - Lot - Sub	0000R300000200000A	Total Due	\$3,401.26
Acres	3.16		

* Per Diem Interest is \$0.7376

The Net Assessment was \$470,400 at the time of this bill.

Assessments:

Land	\$241,000
Buildings	\$229,400
Total	\$470,400
 Net Assessment	 \$470,400

Transaction Detail

[Close](#)

Displaying results for Invoice: 2023P01034702.
Data last updated on Dec 29 2023.
Due amounts reflect interest as of 2/5/2024.

Invoice Number: 2023P01034702

[Print Now](#)

Owner	SARCASM LLC	Due Date	7/3/2023
Owner 2		Bill Amount	\$4,057.79
Location	23 RT 125	Principal	\$4,057.79
Type	Property Tax	Interest	\$193.00 *
Billed Date	7/3/2023	Penalties	\$0.00
Map - Lot - Sub	0000R300000200000A	Total Due	\$4,250.79
Acres	3.16		

*Per Diem Interest is \$0.8894

The Net Assessment was \$357,200 at the time of this bill.

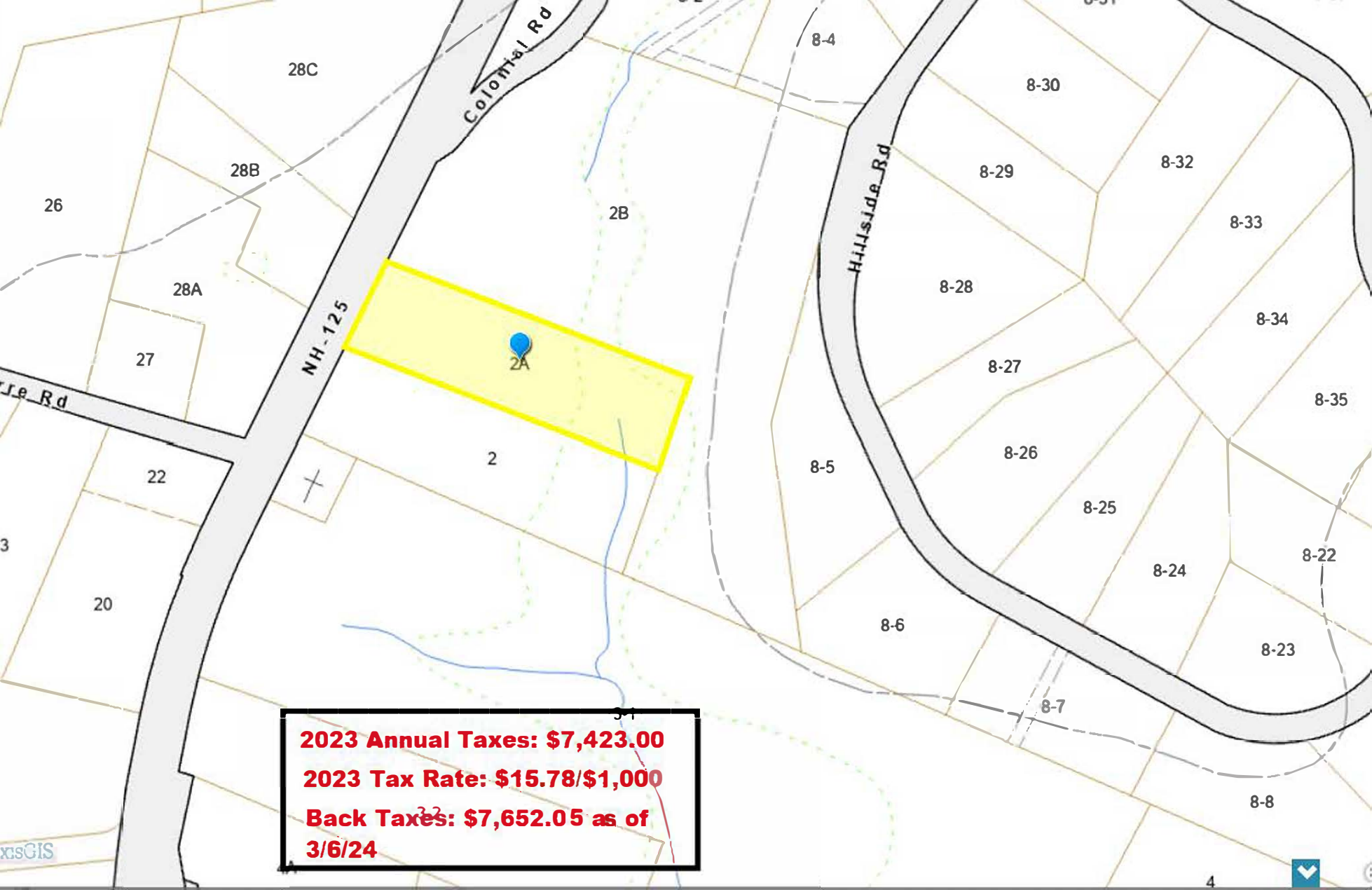
Assessments:

Land	\$147,800
Buildings	\$209,400
Total	\$357,200

Net Assessment \$357,200

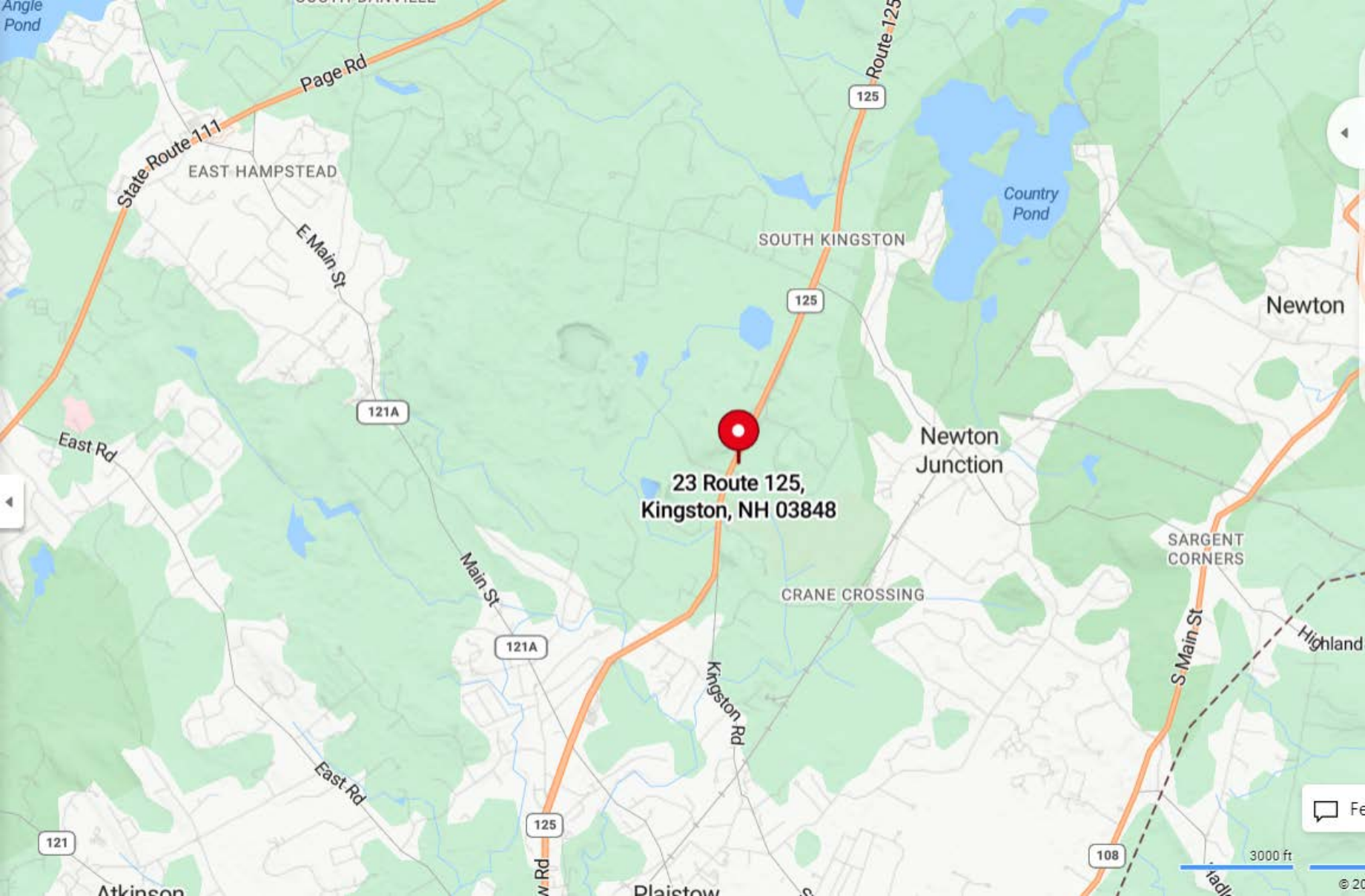
Transaction Detail

[Close](#)



2023 Annual Taxes: \$7,423.00
2023 Tax Rate: \$15.78/\$1,000
Back Taxes: \$7,652.05 as of 3/6/24





23 Route 125,
Kingston, NH 03848

State Route 111

Route 125

EAST HAMPSTEAD

SOUTH KINGSTON

Country Pond

Newton

Newton Junction

SARGENT CORNERS

CRANE CROSSING

Highland

121

121A

125

108

3000 ft

Atkinson

Pleistow

© 20

Article 110: COMMERCIAL ZONE C-III

(Adopted 03/08/2005; Amended 3/10/2009, 03/08/2011,3/13/2012, 3/10/2015, 3/13/2018, 03/12/2019, 3/8/2022)

110.1 DESCRIPTION AND PURPOSE

- A. DESCRIPTION OF ZONE:** All lots/property, as shown on Town of Kingston 2004 Tax Map, in Tax Map R-3 except lot R3-18, and only those lots of record at time of adoption with frontage along NH Route 125 in Tax Maps R-2, R-4, R-5, R-8, R-9, R-10, R-11, R-13, and the following lots: R5-15, R8-40, R8-40-A, R8-41, R8-43, R9-4, R11-2A, R11-5, R11-6, R11-7, R11-20, R13-9, R13-15, R13-19, R19-7, R19-8, R19-15, R19-16, R20-16-1, R20-20, R20-21, R20-22, R20-23, R20-26, R21-15, R21-15-2, R21-16, R21-17, R21-18, R21-19, R21-20, R26-38, R26-38A, R26-39. To eliminate confusion, Tax Map R-8, Lots 34 and 35 are zoned C-III.
- B. PURPOSE:** To establish an attractive, financially viable commercial zone that encourages business development to provide services to the public increase employment opportunities and broaden the tax base.

110.2 DEFINITIONS:

- A. Non-conforming Use:** Any use of land, building or premise lawfully existing at the time of adoption of this Zoning Ordinance or any subsequent amendment there to which does not conform to the permitted uses in this zone. Note: this definition refers only to the use of a property.
- B. Non-Conforming Lot:** Any lot or structure that does not conform with the lot requirements of this ordinance. Note: this definition does not refer to the use. It refers only to lot requirements such as setbacks, lot coverage, landscaping, etc.
- C. Pre-Existing Use:** Valid non-conforming uses legally in existence prior to the enactment of this ordinance may be continued, maintained, repaired and improved, unless and until such use becomes an imminent hazard to public health and safety. Non-conforming uses may not be expanded or changed to other non-conforming uses. Exception: Residential uses existing at the time of this ordinance may be continued and expanded as long as the use remains residential.

D. Pre-Existing Lot: Valid non-conforming lots legally in existence prior to the enactment of this ordinance may be continued, and expanded as long as the lot does not become more non-conforming.

E. Accessory Uses: Any subordinate use which customarily is accepted as a reasonable corollary to the principal use and which is neither injurious nor detrimental to properties within this Zone.

110.3 PERMITTED USES: The following uses, while permitted in this zone, must comply with all other zoning ordinances and regulations, such as, but not limited to: Wetlands, Shoreland Protection, and Aquifer Protection. In case of conflict, the more stringent standards shall apply unless explicitly stated otherwise.

A. Business Center Development: A tract of land, buildings or structures planned as a whole and intended to include those uses allowed in this district whether built at one time as a unit or in two or more construction stages.

B. Any retail business such as, but not limited to: book, stationary, or news store, drug store, dry goods or variety store, jewelry store, florist, gift or antique shop, hardware store, meat market, or wearing apparel store.

C. Supermarket/Grocery Store.

D. Professional and business offices, medical and dental clinics and funeral homes.

E. Banks and other similar financial institutions.

F. Personal services businesses such as, but not limited to: barber and beauty shops, Laundromats, dry cleaning outlets, tailor and dressmaking shops.

G. General service or repair shops such as for, but not limited to: jewelry, clocks, radios and television, appliances, bicycle repair and services of a similar nature.

H. Commercial recreation establishments such as, but not limited to: indoor theaters, bowling alleys, golf courses and campgrounds.

I. Establishments serving food and beverage such as, but not limited to: restaurants, cafes, and taverns.

J. Automotive filling/service stations; car washes.

- K. Vehicular, trailer and recreational vehicle sales, rentals or leasing and service repair facility provided that no lot used for this purpose may be located any closer than 1,000 (one thousand) feet in any direction to any other lot used for this purpose.
- L. Landscaping/Nursery Facilities.
- M. Educational Facilities such as, but not limited to: child day-care/nursery schools, karate schools, driving schools.
- N. Care and Treatment of Animals.
- O. Wholesale Businesses.
- P. Private/Service Clubs.
- Q. Publishing and Printing Facilities.
- R. Lodging Establishments such as, but not limited to: hotels, motels, bed and breakfasts, inns.
- S. Establishment for the care of the Elderly.
- T. Alternative Treatment Center in compliance with NH Chapter 126-W.
(Amended 3/10/15)
- U. Agriculture, farms and farming (Amended 03/12/19)
- V. Food Truck (Amended 3/8/22)

Accessory Uses to one of the above listed permitted uses are allowed.

110.4 PROHIBITED USES (amended 3/13/18):

- A. Residential construction is prohibited, except as provided in “pre-existing use” exception or in a mixed commercial/residential use plan when the residential structures are for over age 55 housing and are a minimum of 1,000 feet from the center line of Route 125. All residential buffers must apply.
- B. Motor vehicle junkyards and junkyards are prohibited.
- C. Truck terminals are prohibited.

110.5 SPECIAL EXCEPTIONS : If, after a Public Hearing by the Board of Adjustment, a proposed Business, not specifically permitted or prohibited in this zone, is found to conform in character of operation and would be in harmony with the permitted uses as described in this Zone, then such use may be allowed by Special Exception of the Board of Adjustment, subject to appropriate conditions and safeguards as may be deemed necessary by said Board of Adjustment. The Board shall deny requests for special exceptions that do not meet the standards of this section.

A. Special Exception shall meet the following standards:

1. No detriment to property values in this vicinity or change in the essential characteristics of any area including residential neighborhoods or business and industrial districts on account of the location or scale of buildings and other structures, parking area, access ways, odor, smoke, gas, dust or other pollutant, noise, glare, heat, vibration or unsightly outdoor storage of equipment, vehicles or other materials.
2. No creation of traffic safety hazard or substantial increase in the level of traffic congestion in the vicinity.
3. No excess demand on municipal services including, but not limited to: water, sewer, waste disposal, police, fire protection, and schools.
4. No hazard to the public or adjacent property on account of potential fire, explosion or release of toxic materials.
5. Notification of the hearing will be provided to the Planning Board, Conservation Commission and Board of Selectmen.

B. If the Special Exception is granted, formal site plan review by the Planning Board is required.

110.6 LOT REGULATIONS:

A. Building height: All construction shall be subject to the State of New Hampshire Fire and Building Code. In all cases, no building or structure shall be greater than 45 feet in height.

B. Setbacks:

1. Setbacks for Structures: Structures for this requirement are as defined in Article II, B (21) of the Kingston Zoning Ordinance.
(Amended 3/8/22)
 - a. Route 125 setback (Any Side): 100 feet from Centerline of NH Route 125.

- b. Residential setback (side or rear only): 50 feet, when abutting a residential zone.
 - c. Otherwise, Front: 25 feet, Side: 20 feet, Rear: 20 feet
 - d. In cases where 2 or more Structure setback numbers apply, the largest number is to be used.
2. Setbacks for Other Improvements: Other improvements, for this requirement, are defined as: storage areas, display areas, parking areas, access lanes, drainage systems, etc., but not landscaping, not “structures” (as defined above), and not curb cuts for access to a Road/Street or for access to an adjoining lot.
- a. Residential setback (side or rear only): 50 feet when abutting a residential zone.
 - b. Otherwise, Front: 15 feet, Side: 10 feet, Rear: 10 feet.
 - c. In cases where adjoining lots wish to share parking areas, the parking areas can be built up to the property line.
 - d. In cases where 2 or more Other Improvement setback numbers apply, the largest number is to be used.
 - e. The planning board can allow infringement on an Other Improvement non-residential setback as long as some green space is provided elsewhere in return.
3. Additional setbacks may be required due to existence or proximity of Shoreland or Wetlands or in accordance with the Aquifer Protection Ordinance.

110.7 LOT COVERAGE:

- A.** For lots in the Aquifer Protection Zone, lot coverage shall be no more than 35%. However, lot coverage may be increased up to 50% if the applicant can show storm water management techniques that would allow for recharge on the property proposed to be developed. The lot coverage requirement in this ordinance shall supercede the lot coverage requirement in the Aquifer Protection Ordinance.
- B.** For lots outside the Aquifer Protection Zone, lot coverage shall be no more than 75%.

- 110.8 OUTSIDE SALES AND/OR STORAGE:** Any outside sales and/or storage in this commercial district is subject to Planning Board approval. Outside storage, in this district, shall be defined as the placement and location of equipments, supplies, parts, inventory and materials that are not intended for or being made accessible to the public or customers for sale or use. If outside storage is allowed, all storage areas will be visually screened from access streets, arterials and adjacent property. No storage shall be allowed between a frontage street and the building line. No storage will be allowed within the property setbacks or any designated green space

- 110.9 SIGNS:** Signs shall be in accordance with the Town of Kingston Sign Ordinance.
- 110.11 LANDSCAPING:** Minimum area to be suitably planted and permanently maintained with grass, ground cover, shrubs and/or trees shall be twenty per cent (20%) of the total lot area. Excepting shared parking areas, curb cuts for access to a Road/Street, and curb cuts for access to an adjoining lot, a “green” area shall enclose the entire lot perimeter.
- 110.12 FRONTAGE:** A minimum contiguous frontage of 200 feet on a Class V or better highway is required; this frontage must be able to provide access to the site.
- 110.13 ACCESS:** Access will comply with Town of Kingston Access Management Regulations.
- 110.14 SITE PLAN REVIEW:** The Kingston Planning Board will review and approve or disapprove plans for the development of land tracts for whether or not such development includes a subdivision or re-subdivision of the site.
- 110.15 OCCUPANCY PERMIT:** Before an occupancy permit shall be issued, certification will be provided to the Building Inspector that the approved site plan is in compliance.
- 110.16 Must comply with all other Town of Kingston ordinances and regulations unless explicitly stated otherwise.**

SALES AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this _____ day of _____, 2024 by and between Merrimack County Savings Bank, a New Hampshire lending institution with an address of 89 North Main Street, Concord, New Hampshire 03301 hereinafter referred to as SELLER and _____, with an address of _____ hereafter referred to as BUYER.

SELLER hereby agrees to sell and convey to BUYER and BUYER hereby agrees to purchase from SELLER, subject to the terms and conditions set forth herein, a certain parcel of land with the buildings thereon located at 23 Route 125, Town of Kingston, County of Rockingham and State of New Hampshire said property being further described in mortgage to SELLER from Sarcasm LLC dated February 25, 2020 recorded at the Rockingham County Registry of Deeds at Book 6095, Page 1734.

The agreed purchase price for the property is \$ _____ of which the receipt of a deposit in the amount of \$10,000.00 is hereby acknowledged by SELLER. The balance of the purchase price shall be paid by cash or certified or cashier's check to the SELLER within forty-five (45) days of the date hereof, time being of the essence. Failure to close the sale within said forty-five (45) days shall cause all deposit monies paid to the SELLER to be forfeited by the BUYER, such amount constitutes liquidated damages and not being a penalty. If the SELLER fails to close, regardless of reason, then BUYER shall be entitled to the return of the deposit as the BUYER'S sole and exclusive remedy.

SELLER shall hold all deposits made hereunder and shall not be required to segregate these funds from other of its funds. SELLER also shall not be required to pay interest on these funds to BUYER.

Title shall be conveyed by a Foreclosure Deed with BUYER taking title subject to all liens superior to that which is being foreclosed by SELLER, if any, including but not limited to unpaid property taxes, if any. Taxes and any other ownership cost will not be prorated at closing.

SELLER specifically makes NO WARRANTIES as to the legality of the use of the property or the state of this title in regard to mortgages, liens, or other encumbrances. The property is sold AS IS.

BUYER shall be liable for all real estate transfer taxes.

This Agreement may not be assigned by BUYER without the prior written consent of SELLER and any purported assignment in violation of this provision shall be null and void and may be treated by SELLER as a breach of this Agreement, allowing SELLER to terminate this Agreement and retain all deposits made hereunder, at the sole option of the SELLER.

BUYER, having an insurable interest in the premises from the time of execution of this Agreement, agrees that the risk of loss or damage to the premises, through fire or otherwise, shall be upon BUYER from the time of execution of this Agreement. BUYER agrees to procure extended insurance coverage of the premises and will furnish SELLER evidence of such insurance coverage upon SELLERS request.

DISCLOSURES: New Hampshire law requires that the Seller provides certain disclosures and notifications prior to or contemporaneous with the sale of real property. The required disclosures are as follows:

- a. RSA 477:4-a Radon Gas and Lead Paint Notification:

- i. Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.
- ii. 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.

b. RSA 477:4-c and RSA 477:4-d Private Water Supply System, Private Sewage Disposal System, and Insulation Notification:

- i. Water – Private. The Seller has no additional information.
- ii. Sewage – Private. The Seller has no additional information.
- iii. Insulation: unknown.
- c. RSA 477:4-e History of Property: unknown.
- d. RSA 477:4-f Condominium Sale Notification: N/A.
- e. RSA 477:4-g Methamphetamine Notification: unknown.
- f. RSA 485-A:39 Waterfront Property Sale Site Assessment Study: N/A

BUYER and SELLER both represent to each other that all warranties, representations and agreements made between the parties are contained within this Agreement.

This Agreement shall be interpreted under the laws of the State of New Hampshire and shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have hereunto set their as of the day and date above first written.

Date: _____

SELLER:

 Eaton W. Tarbell, III, Esq., Counsel to
 Merrimack County Savings Bank
 Tarbell & Brodich, PA
 45 Centre Street
 Concord, NH 03301 – (603)226-3900 x14
 etarbell3@tarbellbrodich.com

Date: _____

BUYER:

Phone # _____

E-mail: _____