

# PUBLIC AUCTION

## (6) TOWN OWNED PROPERTIES IN HOOKSETT, NH 5-LOT SUBDIVISION · BARN ON 0.14± LOT · VACANT LOTS

**Saturday, April 8, 2023 at 10:00 AM**

*Registration from 9:00 AM*

**ID#23-117** · We have been retained by the Town of Hooksett to sell at PUBLIC AUCTION these (6) town-owned properties. Great opportunity for investors, builders, or abutters.

*Sale to be held at:*  
**UNDERHILL SCHOOL,  
2 Sherwood Drive, Hooksett, NH**

**SALE #1: Off Pleasant Street (Tax Map 2, Lots 33-18-3,4,5,6,7)** 5-Lot previously approved subdivision located off of Pleasant St. to be sold as an entirety. These MDR zoned lots range in size from 1.06± acres to 1.56± acres, access is via a right of way located between 49 & 51 Pleasant St. Plan Reference: MCRD Plan #12214. Total Assessed Value: \$121,400. 2022 Taxes: \$2,920. Deposit: \$10,000

**SALE #2: 16 Highland Street (Tax Map 6, Lot 63)** Vacant 0.36± acre partially wooded lot w/ 120' FF on Highland Street within the UR (Urban Residential District). Lot is irregularly shaped and is located between 12 & 18 Highland Street. Town water and sewer available. Assessed Value: \$71,800. 2022 Taxes: \$1,727. Deposit: \$5,000

**SALE #3: 78 Merrimack Street (Tax Map 5, Lot 23)**  
Vacant 6.14± acre lot located along Merrimack Street across from Lambert's Park and the Hooksett boat ramp. The lot has views of the Merrimack River, is heavily wooded and slopes up significantly from the road. The lot is zoned MDR (Medium Density Residential) and has 63.37± FF along Merrimack Street as well as frontage on Dundee Street. Assessed Value: \$74,400. 2022 Taxes: \$1,789. Deposit: \$5,000

**SALE #5: 5 Edgewater Drive (Tax Map 5, Lot 46)**  
Barn w/ loft (poor condition) on a 0.14± acre lot located just off Rt. 3A. The Industrial zoned lot is relatively flat and overlooks the Merrimack River and the Hooksett Falls. This lot abuts 7 Edgewater Road (sale #6). Assessed Value: \$22,200. 2022 Taxes: \$534. Deposit: \$2,500

**SALE #4: Merrimack Street (Tax Map 5, Lot 25-1)**  
Vacant 0.06± acre lot with 37± FF abuts 78 Merrimack Street (sale #3) is across from Lambert's Park and the Hooksett boat ramp. Lot is heavily wooded and slopes up significantly from the road and has views of the Merrimack River. Zoning is URD (Urban Residential District). Assessed Value: \$6,200. 2022 Taxes: \$149. Deposit: \$2,500

**SALE #6: 7 Edgewater Drive (Tax Map 5, Lot 47)** Vacant 0.11± acre triangular shaped MDR (Medium Density Residential) zoned lot located just off Rt. 3A offering great views of the Merrimack River and the Hooksett Falls. This lot abuts 5 Edgewater Drive (sale #5) and is lightly wooded and slopes down to the rear. Assessed Value: \$6,400. 2022 Taxes: \$154. Deposit: \$2,500



### 10% BUYER'S PREMIUM DUE AT CLOSING

**Previews:** Lots are marked and a drive-by is recommended.

**Terms:** All deposits are non-refundable and must be presented in the form of cash or bank/certified check at registration. NO PERSONAL CHECKS. Balance of purchase price along with buyer's premium due within 30 days from sale. Sales are subject to confirmation. The Town of Hooksett reserves the right to reject any and all bids. All properties sold "AS IS, WHERE IS" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

*All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.*

**PLOT PLANS, PHOTOS, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE**



**JSJ Auctions**  
SINCE 1982



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## AGREEMENT AND DEPOSIT RECEIPT

**THIS AGREEMENT** made this 8<sup>th</sup> day of April, 2023, by and between the Town of Hooksett, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 35 Main Street, Hooksett, New Hampshire 03106, (hereinafter referred to as the "SELLER"), and the BUYER \_\_\_\_\_ having an address of \_\_\_\_\_.

**WITNESSETH:** That the SELLER agrees to sell and convey, and the BUYER agrees to buy certain land with the improvements thereon, located in Hooksett, New Hampshire, known as:

Map: \_\_\_ Lot: \_\_\_ Location: \_\_\_\_\_.

PRICE: The SELLING PRICE is \$ \_\_\_\_\_.

The BUYER'S DEPOSIT, receipt of which is hereby acknowledged, in the sum of \$ \_\_\_\_\_.

The BALANCE of the SELLING PRICE shall be payable at closing, and tendered in cash or certified check in the amount of \$ \_\_\_\_\_.

**BUYER'S PREMIUM DUE:** The SELLING PRICE does not include the BUYER'S PREMIUM of ten percent (10 %) of the SELLING PRICE, due to the Auctioneer at closing.

SELLING PRICE \$ \_\_\_\_\_ at \_\_\_\_\_ % equals BUYERS PREMIUM \$ \_\_\_\_\_.

Payment of such an amount by the BUYER in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the Town's obligation to convey title. This BUYER'S PREMIUM is in addition to the SELLING PRICE and is payable directly to the Auctioneer.

**DEED:** The SELLER agrees to furnish, at its own expense, a duly executed DEED, without covenants, to the property.

**POSSESSION AND TITLE:** The property is sold in its AS IS, WHERE IS condition, without any warranty as to its use or condition whatsoever, subject to all tenants and rights of use or possession, limitations of use by virtue of prior land use approvals and/or interests secured or inuring to the benefit of abutters, third parties or members of the general public, outstanding municipal charges for sewer, water or betterment assessments/connection or capacity charges for the same, or other matters of record which may impact the use of, or title to, the property, if any, including mortgages, equity lines of credit, liens, attachments, orders to cease and desist, and any State and Federal tax liens which have survived the Town's acquisition of the property. Further, the Town does not in any way warranty or guarantee the availability of any municipal land use permits, including building permits, zoning approvals or any other similar permits. It shall be the responsibility of the BUYER to apply for any required permits to the appropriate departments of the Town of Hooksett.

**TRANSFER OF TITLE:** Shall be given on or before thirty (30) days after the date of this AGREEMENT. The place and time of TRANSFER OF TITLE shall be determined by mutual agreement. Failing such mutual agreement, the time of transfer shall be as designated by the SELLER and shall occur at Hooksett Town Offices, 35 Main Street, Hooksett, NH 03106. Time is of the essence.

**TOWN OF HOOKSETT, NH  
AGREEMENT AND DEPOSIT RECEIPT (Cont'd)**

**TITLE:** If the BUYER desires an examination of the title, BUYER shall pay the cost thereof. BUYER acknowledges that TITLE shall be transferred by DEED without covenants. DEED and BUYER'S TITLE shall be subject to matters of record and as described in the section entitled POSSESSION AND TITLE above.

**TAXES, UTILITIES:** BUYER shall be responsible for any and all taxes and utilities assessed or incurred as of \_\_\_\_\_.

**RECORDING FEES AND TRANSFER TAX:** BUYER shall be responsible for all recording fees and transfer taxes, which may be assessed with respect to this conveyance, and shall provide all necessary forms to the Town, and shall cause same to be filed as required by law.

**RISK OF LOSS:** Risk of loss from any cause shall be upon the Seller until the transfer of the property covered hereby.

**LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of his/her obligations under this AGREEMENT, the amount of the deposit and any additional deposit given by the BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S rights and interests in and to the AGREEMENT shall, without further notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close SELLER reserves this unqualified right to sell the property to the next highest qualified bidder. Alternatively, the BUYER may demand specific performance of this contract to which the SELLER will acquiesce.

**ACKNOWLEDGES AND AGREES:** That the sale of the property as provided for herein is made on an "AS IS" condition and basis with faults, latent or patent.

**PRIOR STATEMENTS:** All representations, statements, and agreements heretofore made between the parties hereto are merged in the AGREEMENT, which along fully and completely expressed the respective obligations, and the AGREEMENT is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this AGREEMENT shall not be altered or modified except by written agreement signed and dated by both BUYER and SELLER.

**MISCELLANEOUS:** This instrument, executed in duplicate, is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and enures to the benefit of the parties and their respective heirs, devisees, executors, administrators, successors, agents and assigns; and may be canceled, modified or amended only by a written instrument signed by both the SELLER and the BUYER.

ADDITIONAL PROVISIONS:

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WITNESS: The signatures of the above-mentioned parties on the dates as noted below.

**TOWN OF HOOKSETT**

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

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

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**BUYER**

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

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

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Know all Men by these Presents: 460

That I, Sarah M. Hardy Collector of Taxes for the Town of Hooksett in the County of Merrimack, and State of New Hampshire, for the year 1952, by the authority in me vested by the laws of the State, and in consideration of One Dollar

to me paid by the Town of Hooksett

do hereby sell and convey to the said Town of Hooksett, its successors/heirs-

and assigns- a certain tract or parcel of land situated in the Town of Hooksett aforesaid, Taxed by the Selectmen in 1949 to Frank Gross and described in the Invoice Books as The Dundee Mill Property

A more particular description of said property is understood to be as follows:

#1 Lot of land containing about 5.39 acres, on which formerly stood mill and office buildings of Dundee Mills, so called.

#1A Lot of land on east side of highway from Manchester to Concord containing about 6.38 acres

#25 Land on east side of location of Boston & Maine Railroad and containing about 3.15 acres

596 The whole of the above real estate was bought by the Town of Hooksett at a Tax Collector's 454 sale held at the Selectmen's Room, Town Hall in said Town of Hooksett, New Hampshire, on the 23rd day of September 1950

MCRD

TO HAVE AND TO HOLD the said premises, with the appurtenances to the said Town of Hooksett its successors/heirs and assigns forever. And I hereby covenant with the said Town of Hooksett that in making sale of the same I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in the manner aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the 25th day of September, in the year of our Lord one thousand nine hundred and fifty-two Signed, sealed and delivered in the presence of

Charles R. Hardy Sarah M. Hardy (L. S.) Collector. Elliot F. Hardy STATE OF NEW HAMPSHIRE, Merrimack ss. September 25, 19 52

Personally appearing Sarah M. Hardy above named and acknowledged the foregoing instrument to be her voluntary act and deed. Before me,

Charles R. Hardy Justice of the Peace. Notary Public.

Received Sept. 26, 1952 . 3 H. 25M. P.M. Recorded and examined. Attest.

Katherine A. Crowley Register.

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				2115 HOOKSETT, NH <b>VISION</b>							
TOWN OF HOOKSETT		4 Rolling		1 Paved	2 Suburban	Description	Code	Appraised	Assessed								
35 MAIN STREET HOOKSETT, NH 03106-1397		SUPPLEMENTAL DATA Alt Prcl ID 00005 00023 00000 SUB-DIV ACCOUNT 3238 WARD 2 PREC. INVENTO GIS ID 258 Assoc Pid#			EXM LAND	9035	74,400	74,400									
						Total	74,400	74,400									
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
TOWN OF HOOKSETT		0628 0460	09-25-1952	U	V	0	1	Year	Code	Assessed	Year	Code	Assessed				
								2021	9035	74,400	2020	9035	74,400				
								Total	74,400	Total	74,400	Total	74,400				
EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor									
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int									
		Total	0.00														
ASSESSING NEIGHBORHOOD								APPRAISED VALUE SUMMARY									
Nbhd	Nbhd Name		B	Tracing		Batch		Appraised Bldg. Value (Card) 0									
0001								Appraised Xf (B) Value (Bldg) 0									
NOTES								Appraised Ob (B) Value (Bldg) 0									
0605 CORRECTED LOT SIZE FROM PLAN #536 AND DEEDS								Appraised Land Value (Bldg) 74,400									
								Special Land Value 0									
								Total Appraised Parcel Value 74,400									
								Valuation Method C									
								Total Appraised Parcel Value 74,400									
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY									
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpos/Result			
									12-02-2020	BM			99	Vacant Land			
									06-20-2018	KL			56	Field Review			
									09-29-2008	TH			56	Field Review			
									06-20-2005	JW	03		18	Data Correction			
									11-19-2002	CN			00	Measur+Listed			
									06-03-1988	SB			00	Measur+Listed			
LAND LINE VALUATION SECTION																	
B	Use Co	Description	Zone	LA	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes	Location Adjustme	Adj Unit Pric	Land Value	
1	9035	MUNICIPAL	MDR			43,560 SF	2.2	1.00000	1	0.80	40	0.850	VIEW-STEEP-LEDGE		0	1.5	65,200
1	9035	MUNICIPAL	MDR			5.140 AC	4,200	1.00000	0	0.50	40	0.850	TOPO		0	1,785	9,200
Total Card Land Units						6.14 AC	Parcel Total Land Area: 6.14						Total Land Value			74,400	

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element	Cd	Description					
Style:	99	Vacant Land								
Model	00	Vacant								
Grade:										
Stories:										
Occupancy										
Exterior Wall 1										
Exterior Wall 2										
Roof Structure:										
Roof Cover										
Interior Wall 1										
Interior Wall 2										
Interior Flr 1										
Interior Flr 2										
Heat Fuel										
Heat Type:										
AC Type:										
Total Bedrooms										
Total Bthrms:										
Total Half Baths										
Total Xtra Fixtrs										
Total Rooms:										
Bath Style:										
Kitchen Style:										
Location Adj										
			<b>MIXED USE</b>							
			Code	Description	Percentage					
			9035	MUNICIPAL MDL-00	100					
					0					
					0					
			<b>COST / MARKET VALUATION</b>							
			RCN		0					
			Year Built		0					
			Effective Year Built							
			Depreciation Code							
			Remodel Rating							
			Year Remodeled							
			Depreciation %							
			Functional Obsol		0					
			External Obsol		0					
			Trend Factor		1					
			Condition							
			Condition %		0					
			Percent Good							
			RCNLD		0					
			Dep % Ovr							
			Dep Ovr Comment							
			Misc Imp Ovr							
			Misc Imp Ovr Comment							
			Cost to Cure Ovr							
			Cost to Cure Ovr Comment							
<b>OB - OUTBUILDING &amp; YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)</b>										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Good	Grade	Grade Adj	Appr. Value
<b>BUILDING SUB-AREA SUMMARY SECTION</b>										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value				
Ttl Gross Liv / Lease Area		0	0							0

No Sketch



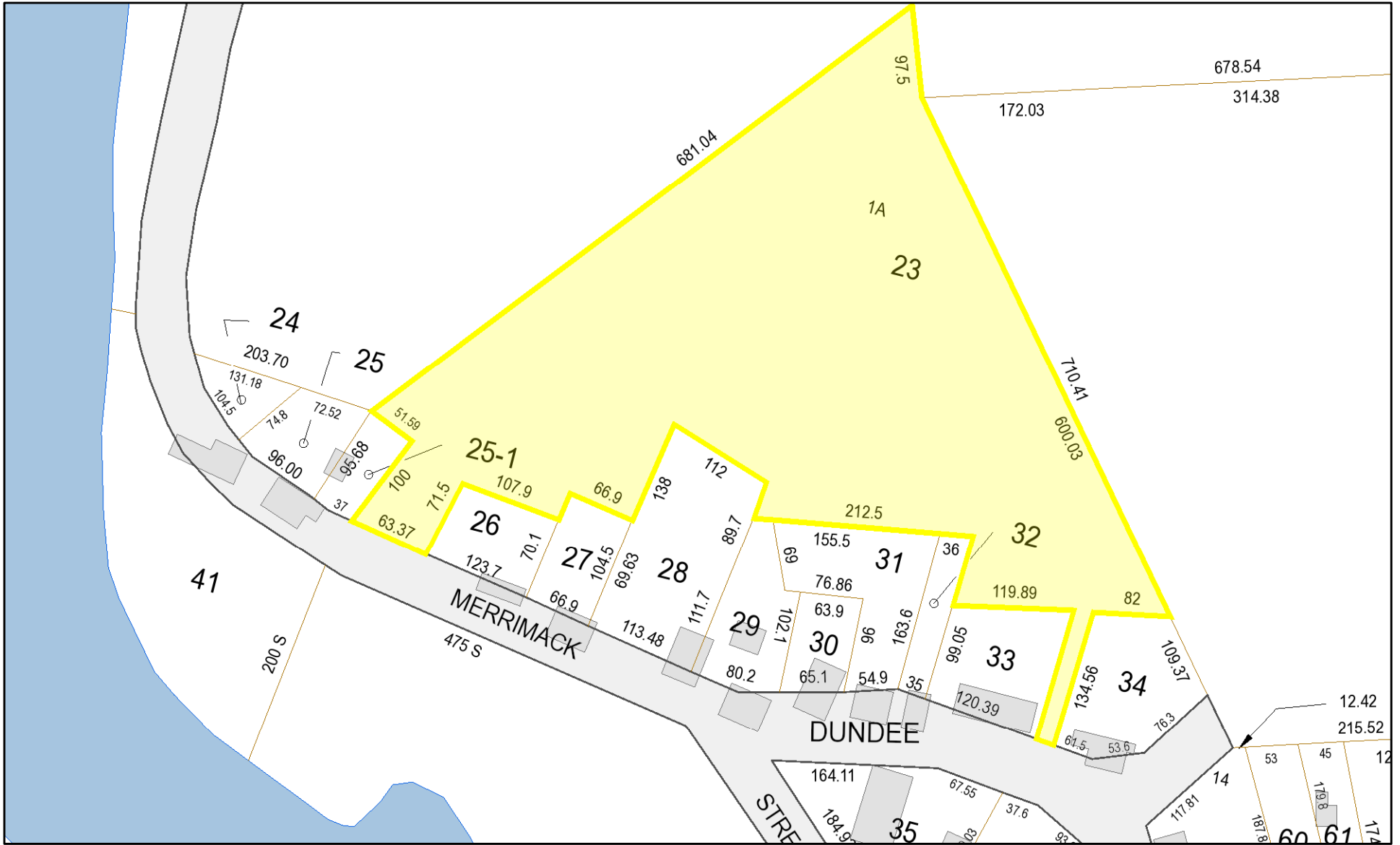
Hooksett, NH



November 28, 2022

1 inch = 137 Feet

www.cai-tech.com



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