



REAL ESTATE AUCTION

- Suggested Starting Bid: \$150,000 -

ABERDEEN – Opposite Aberdeen Festival Park –

COMMERCIAL BUILDING

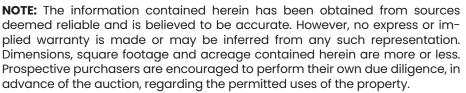
3,100 Sq. Ft. GBA + 2 Drive-In Bays + Parking

Sale on Premises **22 HOWARD STREET** Corner Centennial Lane

Aberdeen, Harford County, MD 21001

Live On-Site Only Auction FRIDAY, DECEMBER 9, 2022 AT 11:00 A.M.

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LOCATION:

22 Howard Street is located in downtown Aberdeen in northern Harford County. Aberdeen is a well known hub of commercial, government and military activity in northeastern Maryland. Aberdeen Proving Grounds, the county's largest employer, is approximately 6 miles southeast of the property. The property is very easily accessible, with Pulaski Highway (US-40) just two blocks south, MD-22 (Aberdeen Thruway/ Harford Boulevard) one-half mile north and I-95 two miles northwest. Proximate public transportation includes an Amtrak Station within onequarter mile, and both Greyhound and local bus service within a few blocks.

The property is situated at the corner of Howard Street and Centennial Lane in the heart of Aberdeen. The property sits opposite Aberdeen Festival Park, which hosts an array of both public and private events throughout the year, in addition to a playground, pavilion and other facilities. Aberdeen City Hall is at the opposite corner of the park. Other surrounding property uses include restaurants, retail storefronts, service providers, government buildings, the Aberdeen Chamber of Commerce and Aberdeen Historical Museum. The property is well situated for retail use, flex use, office or multifamily conversion. TOD zoning permits a wide variety of uses. The auction presents an opportunity to re-purpose a well located corner building with excellent exposure.

For more information about the area, please visit: City of Aberdeen, MD – https://www.aberdeenmd.gov/ Festival Park – https://www.aberdeenmd.gov/city-of-aberdeenparks-and-recreation-board/pages/festival-park Harford County, MD – https://www.harfordcountymd.gov/







SITE:

Lot size – 4,521 square feet, or 0.1 acre, more or less

The lot fronts approximately 33' on Howard Street and 144' on Centennial Lane (facing Festival Park).

The property features 2-3 off street parking spaces at the rear, and ample public parking surrounding the park. All public utilities

ZONING:

T-6 TOD – Downtown (City of Aberdeen Zoning) – Transit Oriented Development

According to the Aberdeen Zoning Code, the TOD district is "designed to maximize the development potential of the Aberdeen TOD to foster a mix of vertical and horizontal land uses, promote shop fronts and commercial uses at street level, accommodate wide pedestrian-friendly sidewalks and multimodal streets, encourage upperstory residential and office uses, and provide on-site parking facilities in the rear and accesses when possible through rear alleys or side streets."

Example permitted residential uses in the TOD district include:

- Apartments Garden, Mid-Rise, High-Rise and
- Accessory to Residence or Commercial Use
- Day Care (Family)
- Townhouse Live/Work Unit
- Assisted Living

Example permitted commercial uses in the TOD district include:

- Bank
- Brewery and Brewpub
- Business and Professional Services
- Catering Service
- Day Care Center (Group)
- Day Spa Hotel

- Liquor Store
- Office Building
- Open-air market
- Restaurant
- Retail
- Shopping Center

Supermarket

An array of institutional uses, including art galleries, community center, fraternal clubs, library and museums are also permitted.

For more information about City of Aberdeen Zoning, please visit:

Planning and Community Development - https://www.aberdeenmd.gov/planning-and-community-development Zoning Map

IMPROVEMENTS:

Single story in-line masonry commercial building - constructed in 1945 and containing 3,100 square feet of gross building area, according to public tax records. The building features new windows, two drive-in bays with roll-up doors and an open layout. The property is well positioned for full renovation or redevelopment.

TITLE:

In fee simple; sold free and clear of liens.

TAXES:

Published annual real estate taxes are believed to be \$2,662 including both City of Aberdeen and Harford County taxes, based on a full value tax assessment of \$168,700.

SUMMARY TERMS OF SALE – PLEASE REFER TO THE CONTRACT FOR THE COMPLETE TERMS OF SALE:

A \$15,000 deposit, payable by cashier's check, will be required of the purchaser at time and place of sale. If necessitated by price, the deposit shall be increased to 10% of the purchase price by 12:00 P.M. on Monday, December 12, 2022, at the Auctioneer's office (a personal check for the additional deposit will be acceptable at the auction or wiring instructions will be provided). Balance to be paid in cash at settlement, which shall take place within 45 days. If payment of the deposit or balance does not take place within the specified time, the deposit shall be forfeited and the property may be resold at the risk and expense of the Purchaser. Interest to be charged on the unpaid purchase money, at the rate of 12% per annum, from date of contract to date of settlement. All adjustments, including taxes, ground rent and all other public charges and assessments payable on a monthly or annual basis, and sanitary and/or metropolitan district charges, if any, to be adjusted for the current year to date of contract and assumed thereafter by the Purchaser. The property will be sold in "AS IS" condition, and subject to easements, agreements, restrictions or covenants of record affecting same, if any. The Property will be sold subject to Harford County violation notices, if any. Purchaser assumes the risk of loss from the date of contract forward. The Purchaser waives and releases the Seller, the Auctioneers, and their respective agents, successors and assigns from any and all claims the Purchaser and/or its successors and assigns may now have or may have in the future relating to the condition of the property, including but not limited to the environmental condition thereof. If the Seller is unable to convey good and marketable title, the Purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit this sale shall be null and void and of no effect, and the Purchaser shall have no further claim against the Seller or Auctioneers. Recordation costs, transfer taxes and all costs incidental to settlement to be paid by the Purchaser except where otherwise mandated by local, State or Federal law. Time is of the essence. A 5% buyer's premium will be added to the final bid price.



PURCHASING REAL ESTATE AT AUCTION

The following information is provided by A. J. Billig & Co., Auctioneers to assist you in understanding your purchase of a property at public auction. The material in this form is general in nature and does not limit your obligations under the contract of sale that you will be required to sign.

TERMS OF SALE: Your responsibilities as a purchaser have been advertised prior to the day of sale and will be read by the Auctioneer at the time of sale. Additional terms may be announced on the day of sale or may be posted at the sale site. The auctioneer will make important announcements regarding the property and your obligations as a purchaser. Please feel free to ask any questions regarding these terms. *Failure to comply with any of the terms of sale may cause you to forfeit your deposit and be responsible for the expenses to resell the property, as well as any deficiency incurred.*

CONDITION OF PROPERTY: The property will be sold "AS IS." Unless otherwise announced, the sellers make no representations or warranties about the condition of the property. The sellers will not make any repairs.

DEPOSIT: Your deposit will be credited toward the purchase price. If you do not comply with the "TERMS OF SALE," either published or within the contract of sale, you might lose all or part of your deposit. In addition, if you fail to settle for the property you might be obligated to pay the expenses to resell the property, including any deficiency resulting therefrom. If the "TERMS OF SALE" require you to increase your deposit above the amount specified, the Auctioneer will likely accept your personal or business check for the difference on the day of sale. Otherwise, you can bring, wire or messenger certified funds for the increased deposit within the time stated.

EXPENSES: You may be responsible for the expenses of owning the property as of the date of sale or as of the date of settlement, including taxes, utility costs and insurance. You may be required to pay interest on the amount of the purchase price, less the amount of your deposit, from the date of the sale to the date you settle for the property. We recommend that you obtain a fire insurance binder on the property immediately as of the date of sale. The purchaser will pay all of the settlement expenses, including title fees and recording costs.

SETTLEMENT: The settlement or closing period is specified within the terms of sale. If settlement is based on ratification by a Court, the ratification period is typically forty-five to sixty days, but might take longer. You will be expected to settle for the property within the specified time.

FINANCING: It is the purchaser's responsibility to obtain financing. If you plan to use a mortgage to purchase the property, we recommend that you apply for the loan immediately. If the bank must take longer than the specified time to complete the loan, the sellers may extend settlement for a short period if you can provide proof of a loan commitment. If you do not obtain the financing within the specified time for settlement, you will be in default of your contract of sale.

BIDDING PROCEDURE: At the conclusion of the announcement and question period, the auctioneer will solicit bids for the property. Bids are generally made either orally or by raising a hand. Bidding increments are made in amounts acceptable to the auctioneer, who may set a minimum bidding increment as the sale progresses. Any bid that is merely a nominal or fractional advance may be rejected by the auctioneer if in his judgement it may affect the sale injuriously. If a dispute arises between two or more bidders, the auctioneer shall decide in favor of one of the bidders, or immediately re-offer the property.

NOTE: The information contained herein has been obtained from sources deemed reliable and is believed to be accurate. However, no express or implied warranty is made or may be inferred from any such representation.