

AJ BILLIG

REAL ESTATE • AUCTIONEERS

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REAL ESTATE AUCTION

\$75,000 Opening Bid

SOUTHERN MARYLAND

– Newburg Area –

COMMERCIAL PROPERTY

Retail Storefront & Accessory Buildings

1.17± Acres ♦ 30+ Car Parking

– Zoned CV – Village Commercial –

Formerly Known As:
“Wayside Store”

Sale On Premises:

13074 ROCK POINT ROAD

Near Shiloh Church Road

Newburg, Charles County, MD 20664

Live Onsite Auction:

FRIDAY, MARCH 24, 2023

AT 12:00 NOON

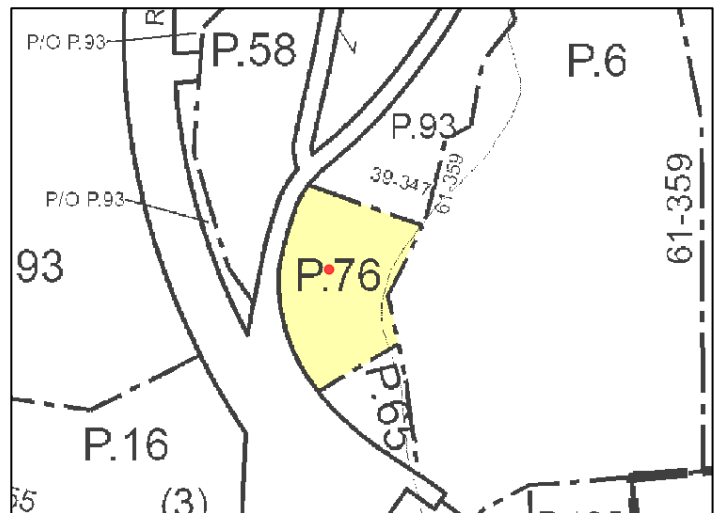
NOTE: The information contained herein has been obtained from sources deemed reliable and is believed to be accurate. However, no express or implied warranty is made or may be inferred from any such representation. Dimensions, square footage and acreage contained herein are more or less. Prospective purchasers are encouraged to perform their own due diligence, in advance of the auction, regarding the permitted uses of the property.

LOCATION:

13074 Rock Point Road is located in the Newburg area of Charles County in Southern Maryland. The property sits about 2.5 miles south of US-301 (Crain Highway), and 2 miles east of the Potomac River. Rock Point Road, MD-257, is the primary north south artery running from US-301 down to Rock Point and Cobb Island. The peninsula encompassing Newburg, Shiloh, Mt. Victoria, Swan Point and Rock Point is largely agricultural, with maritime businesses and recreational opportunities lining the Potomac and Wicomico Rivers.

Positioned at the intersections of Rock Point Road, Shiloh Church Road and Morgantown Road, the property has good exposure for those residing and commuting throughout the immediate area. According to Maryland SHA traffic data, the annual average traffic count at Rock Point Road is 5,803 vehicles daily. The property is among very few commercially zoned parcels south of US-301, making the location prime for both businesses and investors of all types. The primary structure itself is in shell condition, featuring a new roof, new subfloor and new framing, ready for build-out to a new occupant's needs. An additional structure, previously used as a residence, and a storage shed are also on-site.

For more information about the area, please visit: Charles County – <https://www.charlescountymd.gov/>



SITE:

Lot size – 1.17 acres, more or less, according to public tax records. [Plot](#)

The property is mostly level with 22 car existing paved parking. Potential for additional parking with additional site development. There is a pole sign for the former store located along a median strip between Rock Point Road and Merrimack Place. The location of the sign on the subject property, or by agreement with a neighboring owner or jurisdictional authority, is unknown.

ZONING:

CV – Village Commercial

According to the Charles County Zoning Code, “This zone provides for appropriate locations for limited commercial and small-scale industrial activities to serve the rural areas of the County.”

According to the Table of Permissible Uses found in the County Code, example uses in a CV district include a variety of commercial, residential (including multifamily), agricultural, marine, institutional and industrial uses. See the table linked above for additional details.

“Table of Permissible Uses” –

<https://ecode360.com/attachment/CH0836/CH0836-297a%20Fig%20IV1%20Table%20of%20Permissible%20Uses.pdf>

For more information about Charles Count Zoning, please visit:

Planning and Growth Management – <https://www.charlescountymd.gov/government/planning-and-growth-management>

IMPROVEMENTS:

The property is improved by two buildings and a shed.

The primary storefront building was constructed in 1945, and contains 2,280 square feet of gross building area, according to public tax records. Actual gross building area is believed to be in excess of 3,000 square feet. The building features vinyl and brick siding, new asphalt architectural shingle roof, new sub-floor and new framing, and is otherwise in shell condition. Previously used as a small grocery and packaged goods store.

An accessory structure, believed to have been previously used as a residence, and containing approximately 740 square feet, is located a short distance north of the storefront. The structure features vinyl siding, asphalt shingle roof, and vinyl clad replacement windows on the exterior; laminate and carpet flooring and drop ceiling on the interior.

A storage shed is located at the rear of the property.

Please see [this property's web page at ajbillig.com](#) for more information and photos!

TITLE:

In fee simple; sold free and clear of all liens.

TAXES:

Current annual real estate taxes are \$3,212.59, based on a full value tax assessment of \$219,900.

SUMMARY TERMS OF SALE:

Please see the contract of sale for complete terms.

A \$10,000 deposit, payable by cashier's check, will be required of the purchaser at time and place of sale. The deposit shall be increased to 10% of the purchase price by 12:00 Noon, Monday, March 27, 2023 at the Auctioneer's office (wire or cashier's check). Deposit funds shall be held by A. J. Billig & Co., LLC. 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, 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. 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. Time is of the essence.

No Buyer's Premium!

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.

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