

AJ BILLIG

REAL ESTATE • AUCTIONEERS

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REAL ESTATE AUCTION

Live Onsite & Online Simulcast Bidding
\$500,000 Opening Bid

HAGERSTOWN

6.7± ACRE

COMMERCIAL DEVELOPMENT PARCEL

Zoned Commercial General • Exposure on I-70

**Substantial Development
Work Already Complete**

Known As:

ALL STAR COURT

HAGERSTOWN COMMERCE CENTER LOT E

Tax ID: 17064930

Off Dual Highway (US-40)

Hagerstown, Washington County, Maryland 21740

Online Bidding Opens

MONDAY, MAY 13, 2024

Live Onsite Auction

WEDNESDAY, MAY 15, 2024

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.

GENERAL INFORMATION:

The Hagerstown Commerce Center comprises a commercial multi-purpose development immediately southwest of Dual Highway in Hagerstown. The development features a hotel and self-storage facility currently, both adjacent to large-scale new car dealerships. Additional retail and hospitality oriented development is planned. Lot E is at the end of All Star Court along a cul-de-sac. The site is bound by Interstate 70 to the south, providing valuable exposure and potential signage to 70,000+ cars per day. The site is clear and fairly level with a significant amount of development and entitlement work already complete. Commercial General zoning provides a broad level of commercial uses. Access to major highways, exposure along a well-traveled interstate highway, flexible zoning and available utilities make the site exceedingly attractive for investors and users of all types.

LOCATION:

The Hagerstown Commerce Center is located along All Star Court southwest of Dual Highway (US-40), north of Interstate 70 and 2 miles south of downtown Hagerstown. Hagerstown is the county seat for Washington County, and is a hub for local, regional and national business based on its position along major US highways (US-40, I-70 & I-81). The Hagerstown Commerce Center maximizes that position with immediate access to US-40 and I-70. Interstate 81 is just 6.5 miles west. Existing businesses nearby both demonstrate and bolster the location's value, and include a Fairfield Inn & Suites, Valley (Self) Storage, Hamilton Nissan and the Younger Auto Group. According to MDOT statistics, daily traffic (AADT) comprises 70,291 cars along I-70 immediately south of the property, and 32,650 cars along Dual Highway (US-40) at the intersection of All Star Court.

For more information about the area, please visit:

Hagerstown, MD – <https://www.hagerstownmd.org/>

Washington County, MD – <https://www.washco-md.net/>

SITE:

6.66 acres, more or less – [Survey](#)

The lot is clear and mostly level (10' slope across most of the lot). The lot fronts along a cul-de-sac at the end of All Star Court. Approximately 700' linear feet of frontage along I-70 immediately south of the property. Approximately 4.78 acres of the site has development potential, with 1.88 acres in reserve for forest conservation.

A private sewer system has been run to the site. Public water and gas service are available. Off-site storm water management is in place and adjacent to the lot.

Signage along Dual Highway (US-40) may be available by lease with the existing developer.

Drawings of the existing development are available under the additional information section.

ZONING:

CG – Commercial General

According to the City of Hagerstown zoning summaries, the commercial general zone "Allows all types of commercial uses, except big box retail (e.g, Dual Highway, Eastern Boulevard, Best Buy shopping center, South End shopping center, Railway Lane, etc.)."

In addition to the array of specifically commercial (retail, hospitality, automotive and office) permitted uses found in the code, additional permitted uses include some residential uses, a variety of public and institutional uses (ex: Day-care, community centers, religious use, fitness and recreational facilities), broadcasting, some light industrial and temporary uses.

For more information about Hagerstown Zoning, please visit:

Zoning – <https://www.hagerstownmd.org/304/Zoning>

TITLE:

The property is in fee simple and sold free and clear of liens.

TAXES:

Published annual real estate taxes total \$20,652, including Washington County taxes of approximately \$9,857 and City of Hagerstown taxes of \$10,794, based on a full value assessment of \$1,077,300.

ADDITIONAL INFORMATION:

Please complete the [Waiver and Confidentiality agreement](#) to receive additional information about the site, ESA, surrounding development and entitlements.

SUMMARY TERMS OF SALE:

Please see the [contract of sale](#) for complete terms.

Live Auction Bidders – a \$75,000 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 within 24 hours at the Auctioneer's office (wire or cashier's check).

Online Auction Bidders – a \$75,000 deposit, payable by cashier's check or wire, will be required of all online bidders prior to the start of the live auction. The deposit will be held in escrow until the completion of the auction and will be retained from the winning bidder. Other bidder deposits will be returned within one business day. Interested parties who do not provide a deposit in advance as stated above will not be permitted to bid. The deposit shall be increased to 10% of the purchase price by cashier's check or wire transfer by 4:00 P.M. on the day of auction.

[Deposit Escrow Agreement](#)

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. 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% or \$5,000 buyer's premium, whichever is greater, will be added to the final bid price.

Please visit this auction's web page for more photos and auction registration:

<https://ajbillig.com/auction/all-star-court/>



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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.

INSTRUCTIONS FOR ONLINE AUCTIONS

REGISTERING TO BID

1. Go to ajbillig.com/auctions and find the web page for the auction you are interested in.
2. Click the button: Register & Bid Online.
3. After the online bidding screen opens, click the button: Register To Bid
 - a. If you don't have an account, click: "NO ACCOUNT? SIGN UP HERE"
 - b. If you already have an account, enter your login information.
4. Enter your contact information and agree to the terms of sale and terms of use.
5. Enter your credit card* information to confirm your identity. You will NOT be charged the deposit amount.
6. After completing the registration steps, you will be redirected to the online bidding screen.

INSTRUCTIONS FOR ONLINE BIDDING

1. The online bidding screen will display information such as time left in the auction, starting bid, and your personal max bid (if you have placed a max bid). Once bidding has started, there is a tab for bids which will show all the bids that have been placed.
2. To place a new bid, click the red button which displays the current asking amount.
3. To bid a custom amount, click the arrow at the right of the bid button and choose: Bid a specific amount.
4. Once a bid amount is entered, the system will prompt you to confirm the amount that you offered. Click Confirm Bid to place your bid.
5. To place a max bid before the auction begins, click on the prebid button and enter the maximum amount that you plan on offering for the property. The system will autobid for you up to that point. If you would like to place a max bid while the auction is live, click the arrow at the right of the bid button and choose: Create maxbid.
6. A.J. Billig will send out reminders regarding time left in the auction and other pertinent information. The menu icon on the top right of the screen will display the message board where all of the notifications will be sent.
7. For more information please call, 410-296-8440 or visit: ajbillig.com/buyers-faqs

*Depending on your bank's policies, a debit card may not be able to be used for verification purposes.

