



WYATT & GUNNING LLC  
100 W. Pennsylvania Avenue – Suite 10  
Towson, MD 21204

## **TRUSTEE'S AUCTION**

## **MIDDLE RIVER**

### **31.5± ACRE RESIDENTIAL DEVELOPMENT PARCEL**

Known As Tax Map 83  
Grid 19, Parcel 630, Stokers Lane  
Baltimore County, MD 21220

Situated Approximately 470' SE of  
**CAMPBELL BOULEVARD**  
Amid Major Residential Development

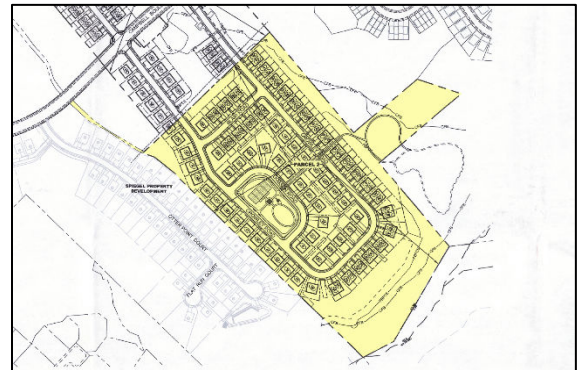
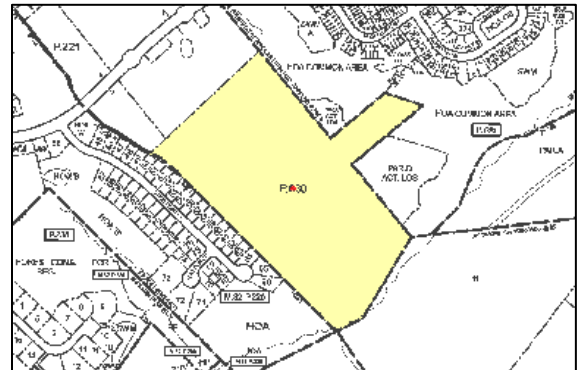
Sale to Be Held – Courthouse Door  
Circuit Court for Baltimore County  
401 Bosley Avenue, Towson, MD 21204

**WEDNESDAY, JANUARY 7, 2026  
AT 11:00 A.M.**

Pursuant to a Stipulated Consent Order of the Circuit Court for Baltimore County, passed in the matter of Irene M. Hubble, et al., Plaintiffs v. Estate of Charles G. Stoecker, et al, Defendants, Case No. C-03-CV-24-002378 (the "Litigation"), the undersigned Trustee (sometimes "Seller") will offer for sale at public auction, as noted above:

All that fee simple parcel of ground and the improvements thereon, situate and lying in Baltimore County, Maryland, being more fully described as follows:

Beginning for the same at a stone heretofore found at the beginning of the fourteenth or South 30 degrees 44' 11" West 585.03 feet to a line of that parcel of land described in Deed dated July 26, 1974, which was conveyed by Margaret Wilkinson, et al. to Universal Housing and Development Company and recorded among Land Records in Baltimore County in Liber E.H.K., Jr. 5465, Folio 132; thence from said place of beginning, binding on all of the fourteenth, fifteenth, sixteenth, seventeenth, eighteenth, nineteenth and twentieth lines of said Deed of seven following lines: (1) 30 degrees 44' 11" West 585.03 feet to a stone heretofore found; (2) South 63 degrees 15' 26" West 163.82 feet to a stone heretofore found; (3) North 46 degrees, 10' 3" West 1.383.33 feet; (4) North 43 degrees, 39' 21" East 4.95 feet, thence binding in the center of a Twenty Foot Road, the two following lines: (5) North 52 degrees 00' 39" West 145.20 feet; (6) North 63 degrees 35' 39" West 66.00 feet; and (7) North 46 degrees 19' 47" East 926.67 feet to a stone heretofore found, thence running for lines of division through said parcel of land the five following lines: (8) South 39 degrees 30' 39" East 694.79 feet; (9) North 50 degrees 29' 21" East 440.00 feet; (10) South 71 degrees 16' 13" East 246.98 feet; (11) South 50 degrees 29' 21" West 570.00 feet; and (12) South 39 degrees 30' 39" East 578.07 feet to a place of beginning containing 31.509 acres of land, more or less (the "Property").



The Property is located south of Pulaski Highway (US-40) and west of White Marsh Boulevard (MD-43) in a rapidly developing area of eastern Baltimore County. Several new home subdivisions are within one-half mile of the site. The area has excellent access to I-95 and is near major shopping and employment centers.

The Property is part of a Development Plan for potential residential subdivision, known as Weaver Fields. Public utilities are believed, but not warranted, to be available. Please contact the Auctioneer for additional due diligence information, including the Development Plan.

**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. The Property is sold subject to a right of first refusal by FRP Bird River, LLC.

**TERMS OF SALE:** A \$355,000.00 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 within 24 hours at the Auctioneer's Office. Balance to be paid in cash at settlement, which shall take place within ten (10) business days following final ratification of the sale by the Circuit Court for Baltimore County at a location designated by the Trustee. If payment of the 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 5% per annum, from date of contract to date of settlement. If settlement is delayed for any reason, there will be no abatement of interest. All adjustments as of date of contract. Taxes and all other public charges and assessments payable on a monthly or annual basis, including 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, WHERE IS" condition, without express or implied warranty as to the nature and description of the improvements as contained herein; and subject to all easements, agreements, restrictions or covenants of record affecting same. The purchaser shall be responsible for obtaining physical possession of the Property and assumes the risk of loss or damage to the Property from the date of contract forward. The purchaser holds harmless, waives and releases the Trustee and 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 Trustee 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 Trustee or Auctioneers, and purchaser shall indemnify and hold Trustee and Auctioneer harmless from any such claims relating to this sale. In the event of any dispute regarding the deposit, Auctioneer and Trustee shall be entitled to interplead such deposit with a court of competent jurisdiction and thereafter shall be released from all liability for such deposit under the Contract of Sale. The purchaser acknowledges there are no contingencies to Purchaser's obligation to purchase the Property pursuant to the Contract of Sale, including without limitation any financing contingency, except for the right of first refusal owned by Defendant FRP Bird River, LLC. If settlement is delayed for any reason whatsoever, including, but not limited to, exceptions to sale, bankruptcy filings by interested parties, administration of the Litigation, provided the Property is purchased by someone other than a party to the Litigation, there shall be no abatement of interest caused by the delay. Recordation costs, transfer taxes and all other costs incident to settlement to be paid by the purchaser. Time shall be of the essence for the purchaser. A 7.5% buyer's premium will be added to the final bid and shall become part of the contract price due from the purchaser (also referred to below as "Buyer").

AS-IS SALE. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS TO BE EXECUTED AND/OR DELIVERED BY SELLER AT CLOSING (a) BUYER SHALL PURCHASE THE PROPERTY IN "AS IS, WHERE IS AND WITH ALL FAULTS AND LATENT AND PATENT DEFECTS" CONDITION, (b) BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER, NOR ANY BROKER OR REPRESENTATIVE OF SELLER, AS TO ANY MATTER, CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE QUALITY, NATURE, HABITABILITY, MERCHANTABILITY, USE, OPERATION, FITNESS, VALUE, MARKETABILITY, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT OR PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, STRUCTURAL ELEMENTS, FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES, ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE, AND UTILITY SYSTEMS, FACILITIES AND APPLIANCES, SOILS, GEOLOGY AND GROUNDWATER, THE DIMENSIONS OR LOT SIZE OF THE PROPERTY OR THE SQUARE FOOTAGE OF THE IMPROVEMENTS THEREON OR OF ANY TENANT SPACE THEREIN, THE EXISTENCE OR NON EXISTENCE OF ANY HAZARDOUS MATERIALS, MOLD, WATER DAMAGE, FUNGI, BACTERIA AND/OR BIOLOGICAL GROWTH OR BIOLOGICAL GROWTH FACTORS ON OR ABOUT OR AFFECTING THE PROPERTY, THE DEVELOPMENT OR INCOME POTENTIAL, OR RIGHTS OF OR RELATING TO, THE PROPERTY, OR THE SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR OF ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT), THE ABILITY OF BUYER TO OBTAIN ANY NECESSARY GOVERNMENTAL APPROVALS,

LICENSES OR PERMITS FOR BUYER'S INTENDED USE OR DEVELOPMENT OF THE PROPERTY, THE QUALITY OF ANY LABOR AND MATERIALS USED IN THE CONSTRUCTION OF ANY IMPROVEMENTS, THE LEASES, CONTRACTS OR ANY OTHER AGREEMENTS AFFECTING THE PROPERTY OR THE INTENTIONS OF ANY PARTY WITH RESPECT TO THE NEGOTIATION AND/OR EXECUTION OF ANY LEASE OR CONTRACT WITH RESPECT TO THE PROPERTY, OR ANY PORTION THEREOF OR THE ECONOMICS OF, OR THE INCOME AND EXPENSES, REVENUE OR EXPENSE PROJECTIONS OR OTHER FINANCIAL MATTERS, RELATING TO, THE OPERATION OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE CLOSING DOCUMENTS TO BE EXECUTED AND/OR DELIVERED BY SELLER AT CLOSING, BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER, NOR ANY BROKER OR REPRESENTATIVE OF SELLER, WHETHER IMPLIED, PRESUMED OR EXPRESSLY PROVIDED AT LAW OR OTHERWISE, ARISING BY VIRTUE OF ANY STATUTE, COMMON LAW OR OTHER LEGALLY BINDING RIGHT OR REMEDY IN FAVOR OF BUYER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER IS UNDER NO DUTY TO MAKE ANY INQUIRY REGARDING ANY MATTER THAT MAY OR MAY NOT BE KNOWN TO ANY BROKER OF SELLER. THIS SECTION SHALL SURVIVE CLOSING, OR, IF CLOSING DOES NOT OCCUR, SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

At the conclusion of the auction, the purchaser shall execute Auctioneer's standard Contract of Sale which shall include reference to the right of first refusal owned by FRP Bird River, LLC, all as specifically referenced in the Litigation and Stipulated Consent Order entered therein. The Contract of Sale shall be governed by and construed under the laws of the State of Maryland, without regard to its conflict of laws provisions. The Contract of Sale shall be binding upon each party thereto and such party's heirs, legal representatives, successors and assigns and shall inure to the benefit of each party thereto and such party's heirs, legal representatives, successors and assigns. If any Buyer to the Contract of Sale is made up of more than one person or entity, then all such persons and entities shall be included jointly and severally, even though the defined term for such party is used in the singular in the Contract of Sale. The Contract of Sale shall be construed without regard to any presumption or other rule requiring construction against the party causing the Contract of Sale to be drafted. Time is of the essence for all matters under the Contract of Sale.

NOTICES AND DISCLAIMERS: Buyer acknowledges that Federal, State, or local law may provide for certain notices and disclaimers with respect to the purchase of the Property. Due to the purchase of the Property at auction, except for the notices and disclaimers contained in the Contract of Sale, Buyer hereby waives any and all requirements to include such notices and disclaimers in the Contract of Sale and releases, indemnifies, and holds Seller and Auctioneer harmless from making or including any such notices and disclaimers with respect to the Property. Buyer shall solely be responsible for ensuring that it has satisfied itself with respect to the condition of the Property including, without limitation, any notice or disclosure that is required by applicable law. Buyer hereby acknowledges that Buyer is not relying on any notice or disclosure by Seller or Auctioneer, or the lack of any such notice or disclosure, with respect to the purchase of the Property. By purchasing the Property, Buyer shall be deemed to have knowledge of any notice or disclosure required by applicable law.

Authority to cancel this sale rests solely with the Trustee and/or the Auctioneer. Prospective buyers should disregard all other statements and comments made by any other person or entity regarding minimum bids, pricing and cancellations of the sale. Additional terms may be announced at the time of sale. The Trustee reserves: (1) the right to accept or reject any or all bids; (2) the right to modify or waive the requirements for bidders' deposits and terms of sale and/or settlement; (3) the right to withdraw the Property from the sale before acceptance of the final bid; and (4) the right to cancel or postpone the sale.

Michael T. Wyatt, Trustee

Please see this auction's web page for more photos, due diligence information, and auction registration:

<https://ajbillig.com/auction/stokers-lane-parcel/>



## **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.