

BALTIMORE COUNTY OFFICE OF LAW
Real Estate Compliance Section
111 W. Chesapeake Ave., Room 127
Towson, Maryland 21204

SALE OF SURPLUS REAL PROPERTY
LOCATED ADJACENT TO BATAVIA FARM ROAD

Under and by virtue of a Report and Recommendation dated February 11, 2026, and pursuant to Baltimore County Code 2015, as amended §3-9-104, "Conveyance of Surplus County Property," *et seq.*, Baltimore County will offer the below described real property for sale to the highest qualified bidder at public auction, to be held at the courthouse steps (Patriot Plaza) of the Circuit Court for Baltimore County, 401 Bosley Ave., Towson, Maryland 21204.

Auction Date: Thursday, May 21, 2026
Auction Time: 10:00 am

DESCRIPTION OF SUBJECT PROPERTY:

All of the Grantor's right, title and interest in that certain unimproved parcel of land, lying, being and situate in Baltimore County, being more particularly described as follows, said parcel being subject to all covenants, conditions, easements and restrictions as the same may be recorded in the Land Records of Baltimore County.

BEGINNING for the same at the beginning of the third or North 60° 16' West 70.52 foot line of that parcel of land described in a deed to the County Commissioners of Baltimore County, dated August 3, 1951, and recorded among the Land Records of Baltimore County in Liber GLB 2001, Folio 86. Thence running with and binding on the third and part of the fourth lines of said deed, as now surveyed and referenced to the Maryland Coordinate System (NAO 83/2011)

- 1) North 67° 09' 23" West 70.52 feet to a point, thence
- 2) North 60° 06' 23" West 65.07 feet to a point, thence leaving said fourth line and running through the property described in the aforementioned deed
- 3) North 38° 23' 23" East 1312.61 feet to a point, thence
- 4) North 29° 57' 13" East 112.79 feet to a point, thence
- 5) South 66° 53' 23" East 335.59 feet to a point, thence
- 6) South 45° 06' 37" West 1494.37 feet to the place of beginning.

CONTAINING 316,356 square feet or 7.262 acres of land, more or less.

BEING a portion of that parcel of land conveyed to the County Commissioners of Baltimore County in a deed, dated August 3, 1951, and recorded among the Land Records of Baltimore County in Liber GLB 2001, Folio 86.

TERMS OF SALE:

This advertisement, as amended by any oral announcements during the conduct of the sale, constitutes the terms upon which the Property shall be offered for sale, sold or purchased. The County reserves the right to withdraw the Property, in whole or in part, at any time before sale. **The property shall be sold subject to a reserve.** If any dispute arises among the bidders, the County shall have the sole and final discretion either to determine the successful bidder or to reoffer and resell the Property. **A cash deposit or certified check made payable to “Baltimore County, Maryland” in the amount of \$100,000 will be required of the purchaser at the time and place of sale.** All cash deposits or certified checks shall be delivered to the escrow agent, Atlantic Auctions, Inc. (“Atlantic”), at 4692 Millennium Drive, Suite 101, Belcamp, Maryland 21017. All deposits shall be held by Atlantic in a non-interest-bearing escrow account to be applied to the purchase price at the time of settlement or distributed in accordance with the terms hereof, in the event of default. The balance of the purchase price must be paid on the date of settlement.

All taxes (except outstanding real property taxes, which shall be the sole responsibility of the purchaser) and assessments, including, but not limited to, rents, ground rents, public charges, sewer charges, water rents, assessments, utilities or similar items, if any, payable on an annual or any other basis shall be adjusted as of the date of the auction sale and thereafter assumed and paid by the purchaser at settlement. The purchaser shall pay all expenses and costs required for or incident to its settlement, including, without limitation, all state and local transfer taxes, documentary taxes, agricultural transfer taxes, recording taxes and fees, title examination costs, title insurance premiums, survey and attorneys’ fees. At closing, in addition to the purchase price, the purchaser shall be required to pay Atlantic the auctioneer’s fee of Fifteen Thousand Dollars (\$15,000) and all expenses of sale, including but not limited to advertising costs.

The purchaser shall settle and comply with the sale terms within one hundred eighty (180) days after the sale, unless said period is extended by the County, in its sole discretion. **TIME IS OF THE ESSENCE.** If the purchaser defaults, in addition to any other legal or equitable remedies available to it, the County may declare the entire deposit forfeited and resell the Property at the risk and cost of the defaulting purchaser. The purchaser shall not be entitled to any surplus proceeds or profit resulting from any resale of all or any portion of the Property.

Neither the County or the Auctioneer are liable for any matter relating to the sale or to the Property, except that if title to the Property cannot be transferred in accordance with the terms hereof for any reason, the County’s obligation shall be such limited solely to the return of the purchaser’s deposit. There shall be no other rights or remedies against the County and/or the Auctioneer, either in law or equity.

CONDITIONS OF SALE:

The Property will be sold in an “AS IS/WHERE IS” condition without any representations or express or implies warranties of any nature whatsoever. In particular, the County makes no representation or warranty with respect to: (1) the existence, validity, scope, or nature of any zoning, land use, development, site plans, occupancy or other governmental permits or approvals with respect to the Property; (2) fitness for

any particular purpose or use; (3) flood zone designations of the Property; (4) compliance of the Property with any zoning or building laws, regulations and ordinances; (5) ingress, egress or access to the Property or any portion thereof; (6) the rights of any parties in possession, or the existence, validity, terms or conditions of any lease of all or any portion of the Property; (7) the existence of any security deposits or rental payments; (8) compliance of the Property with the Americans with Disabilities Act; or (9) the condition of the Property, of any nature whatsoever, including any prior or current environmental contamination or the presence or absence of any hazardous materials on or in the Property.

RISK OF LOSS SHALL PASS TO THE PURCHASER IMMEDIATELY AND AUTOMATICALLY AT THE TIME OF AUCTION SALE. NEITHER THE COUNTY NOR AUCTIONEER SHALL HAVE ANY OBLIGATION TO OBTAIN OR MAINTAIN ANY INSURANCE COVERAGE WITH RESPECT TO THE PROPERTY AFTER THE AUCTION SALE.

The Property shall be sold subject to: (1) any easements, restrictions, declarations, site plans, and restrictive covenants of record affecting the same; (2) any and all disclosures and conditions on any plats of record affecting all or any portion of the Property; (3) any encroachments, overlaps, boundary line disputes and other matters which could be disclosed by an accurate survey of the Property; (4) any matters which would be disclosed by a physical inspection of the Property; (5) any environmental conditions, problems and/or violations, that may exist on or relate to the Property or any improvements thereon; (6) any and all zoning laws, regulations, PUD overlays, and ordinances or governmental permits or approvals affecting the Property (including without limitation any housing or building code violations, the existence of any lead paint, asbestos or radon or any other hazardous or toxic substances); (7) any and all existing senior liens and encumbrances, including but not limited to any prior mortgages, easements, conditions, restrictions, rights of redemption, and covenants that may affect the Property; (8) any leases that may exist with respect to all or any portion of the Property; and (9) an unrecorded Temporary Easement Agreement with Baltimore Gas and Electric Company dated January 28, 2025, as to temporary access and utilities.

WAIVERS:

The purchaser waives and releases the County and Auctioneer and each of 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: (1) any condition, problem or violation affecting the Property; (2) any existing or future building or zoning code problems or violations, and (3) the accuracy or validity of any information described herein. Purchaser has not relied on anything in the foreclosure advertisement but rather has relied solely on such investigations, examinations or inspections of the Property as the purchaser has made.

For further information regarding the sale and the Property, please contact the offices or visit the website of the Auctioneer:

**Atlantic Auctions, Inc.; c/o Bill Hudson
4692 Millennium Drive, Suite 101
Belcamp, MD 21017
Phone: (410) 803-4177
Baltimore County Lic. No. 020-AU
WEBSITE: <https://www.bscaamerica.com/atlantic-auctions>**

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