

Honesty Integrity Hard Work Professionalism



Real Estate Auction

BEAUTIFULLY RENOVATED BRICK COLONIAL & 3 BAY GARAGE ON 9+-ACRES! NOTHING TO DO BUT MOVE INTO THIS GEM OF A PROPERTY! BRING THE LIVESTOCK!

THURSDAY, APRIL 21, 2022 @ 3:00 PM

17539 SNYDERS LANDING RD
SHARPSBURG, MD 21782

Open House(s):
April 2, 2022 @ 3:00 - 4:00 pm
April 9, 2022 @ 3:00 - 4:00 pm



March 22, 2022

Dear Prospective Buyer,

Hurley Auctions is pleased to have been chosen to offer you this property. Please take this opportunity to inspect the property today. For your convenience, I've enclosed the following information:

General Information
Aerial View
Tax Card Snip
Deeds
Draft Plat
Zoning
Seller's Property Disclosure
Conditions of Public Sale
How to Buy Real Estate at Auction
Methods of Payment
Financing Available

If you have any questions after reviewing this report, please don't hesitate to call me at any time. We are looking forward to seeing you at the Auction on Thursday, April 21, 2022 @ 3:00 pm.

Sincerely,

A handwritten signature in black ink that reads "Matt Hurley". The signature is written in a cursive, flowing style.

Matthew S. Hurley
Auctioneer and Appraiser

DISCLAIMER & ABSENCE OF WARRANTIES

All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or the Auction Company.**



General Information

Terms: \$10,000 in certified funds day of auction. Balance due in 45 days of sale. (See Payment & Financing page for detailed info.) Announcements made on the day of sale take precedence over all printed material. (See Payment & Financing page for detailed info.)

Closing Location: As agreed upon by the buyer and seller.

Buyer possession: Buyer will have immediate possession upon closing.

Showing Dates: Saturday, April 2 & 9, 2022: 3:00 PM – 4:00 pm

General Information: **BEAUTIFULLY RENOVATED BRICK COLONIAL W/3-BAY GARAGE & 9 ACRES TO ROAM!** Beautiful farmette/homesite located on the outskirts of in historic Sharpsburg just minutes away from the C&O Canal, Antietam Battlefield & local interests! Meticulously renovated, this solid brick home features 3 Bedrooms, 2 full baths, equipped kitchen, Living Room, Dining Room, & beautiful wood floors throughout; Large side & rear porches to relax & to watch the world go by! 3-Bay 38x26 detached heated garage w/epoxy floor & separate storage loft above & equipment shed/carport gives plenty of room to store your toys! Bring the livestock! 7-8+- acres of partially fenced pasture w/water. Nothing to do but move into this gem of a property!

This home has the following features:

- Primary Bedroom (wood flooring): 12.5x22.5; 2nd level
- Bedroom 2 (wood flooring): 12.5x9; 2nd level; cedar closet
- Bedroom 3 (wood flooring): 12.5x10; 2nd level
- 2 Full Baths:
 - 7x7; tub shower; 2nd level
 - 3.5x8; shower stall; main level
- Living Room (wood flooring): 12.5x22.5
- Dining Room (wood flooring): 10.5x12; built in cabinet
- Kitchen (vinyl floor): 12x9; stove, refrigerator, microwave conveys
- Full unfinished basement:
 - Unfinished workshop area
 - Sump pump
- Laundry Hook-up: new Maytag washer and dryer convey w/home
- New water heater
- Connecting stair, and outside entrance
- Porches:
 - Front
 - Rear Covered: 12x15
 - Side Covered: 12x6
- 3-Car Detached Garage: 37x25
 - electric heating
 - 220 current
 - storage loft w/separate entrance
 - epoxy floor
- Equipment Shed
- New Water Softener
- New Roof within last 5 years-50-year Roof Shingles

Year House Built: Approximately 1956

Lot Size: Approximately 9.12+- acres *see Aerial and Draft Plat to follow

House Size: approximately 1,632 square feet

Location: Sharpsburg, Washington County, MD

Zoning: Call Washington County: 240-313-2469

Taxes: Approximately \$3,190.00 **Tax ID:** 2201006347



General Information

Utilities:

Water: Well **Sewer:** On Site Septic **Cooling & Heat:** 2 Zones- Heat Pump; also Boiler system

School District: Washington County Public School District—

Elementary: Sharpsburg Elementary

Middle & High: Boonsboro

Local Hospital: Meritus, Hagerstown MD; Frederick Health Hospital, Frederick MD; Jefferson Medical Center, Ranson WV

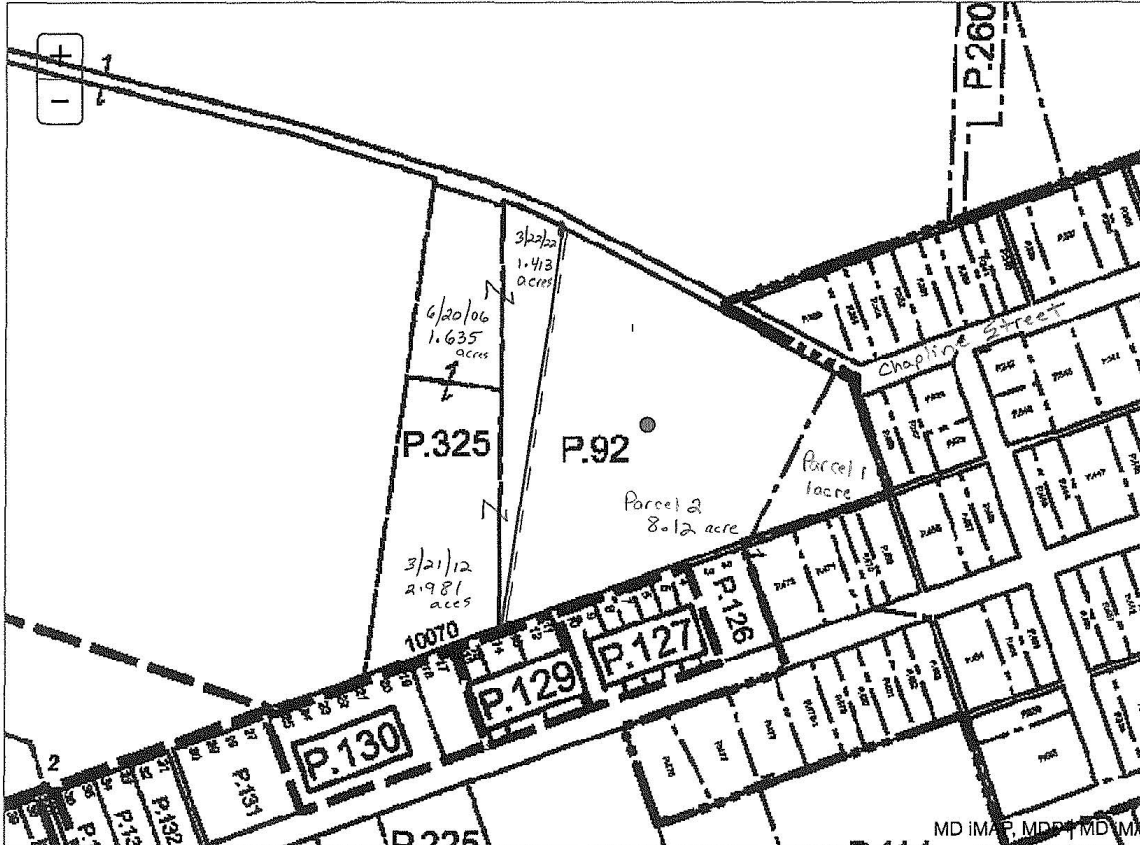
NOTE: There will be a correctory deed provided when available. We will be selling 9.12+-acres—the property consists of two parcels:

- 9.53+- acres on Deed dated 05/13/2014 Liber 4770, Folio 0474: "Parcel 2" parcel noted—sellers are retaining 1.413+-acres-(PLAT ATTACHED) Subdivision was just approved 3/22/22 (9.53-1.413=8.12+-acres)
- 1.0+-acre Triangular portion shown on Deed dated 2/9/1952 Liber 267, Folio 606 ("Parcel 1") was inadvertently omitted on current deed Liber 4770, Folio 0474; this is in the process of being completed; Deed Liber 267, Folio 606 included in packet for lot reference

Washington County

[New Search \(https://sdat.dat.maryland.gov/RealProperty/\)](https://sdat.dat.maryland.gov/RealProperty/)

District: **01** Account Number: **006347**



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The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (<http://www.plats.net>).



Current Deed

4770 0474

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

THIS DEED made this 13th day of May, 2014 by Timothy L. Mose, Personal Representative of the Estate of Ellis L. Keyfauver, deceased of Washington County, Maryland.

WHEREAS Ellis L. Keyfauver died on January 17, 2013 possessed of with the within described real estate having survived his wife, Ellen Lillian Keyfauver who died on December 28, 2004, and

WHEREAS, Timothy L. Mose having been named Personal Representative in the Last Will and Testament of Ellis L. Keyfauver filed in Estate No. 68246 and having been appointed Personal Representative on February 28, 2013, and

WHEREAS, the aforementioned Last Will and Testament of Ellis L. Keyfauver does hereby devise the within described real estate to Timothy L. Mose and Timothy L. Mose desires to add his wife to the deed.

WITNESSETH: that for no monetary consideration but pursuant to the Last Will and Testament aforesaid of Ellis L. Keyfauver the said Timothy L. Mose, Personal Representative of the Estate of Ellis L. Keyfauver does hereby grant and convey unto Timothy L. Mose and Melonie S. Mose, his wife, in fee simple all the following parcel of land, together with the improvements thereon, situate, lying and being in the Sharpsburg Election District, Washington County, Maryland, and being more particularly described as follows:

All that tract or parcel of land lying and being in said Sharpsburg-Election District, a short distance Northwest of the Town of Sharpsburg, and beginning for the land hereby conveyed at a stake planted on the North margin of an alley running in the rear of a tier of lots fronting on Government Boulevard, said stake being on the side of said alley opposite from an alley between Lots 20 and 21, all of which is shown on a Plat of the "Plan of Addition to Sharpsburg developed by Lancelot Jacques, Sr." said Plat or Plan being recorded in Plat Record No. 1, Folio 143, in the office of the Clerk of the Circuit Court for said Washington County, Maryland, and running thence from said stake or beginning point North 8 degrees 40 minutes East 1048.5 feet, more or less, to the middle of the public road leading from Sharpsburg to Grove's landing along the Chesapeake and Ohio Canal, thence running along the middle of said public road, South 71 degrees 56 minutes East, 170 feet, thence still along the middle of said road South, 61 degrees 30 minutes East, 776 feet, thence leaving said road South, 27 degrees 14 minutes West, 390 feet to the Northeast corner formed by the intersection of an alley running East of Lot No. 1 on said Plat and the alley heretofore referred to as running North of the lots on Government Boulevard, and thence along the North margin of said alley South 71 degrees 30 minutes West 851 feet to the place of beginning, containing 14.15 acres of land, more or less and being a portion of Parcel No. 2 in a deed dated February 1, 1952 from Charles Mose and Mabel G. Mose, his wife, to Ellen Lillian Keyfauver and Ellis Lee Keyfauver, her husband, recorded at Liber 267, folio 606 saving and excepting therefrom two parcels conveyed by Ellis Lee Keyfauver to Timothy Mose and Melonie Mose, his wife, by deed dated June 20, 2006 and recorded at Liber 3042, folio 387 and dated March 21, 2012 and recorded at Liber 4251, folio 310 said parcels being shown on



Current Deed (cont'd)

4770 0475

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

Washington County Plat Records 8634 and 10070 and said remaining land being 9.53 acres more or less.

Together with all improvements thereon and all rights of way, alleys, ways, waters, easements, privileges, appurtenances belonging and appertaining thereto but subject to all covenants, conditions, restrictions, easements and limitations of record.

WITNESS my hand and seal the day and year first above written.

WITNESS:

[Signature]

Timothy L. Mose
Timothy L. Mose, Personal Representative

STATE OF MARYLAND, WASHINGTON COUNTY to-wit:

THIS IS TO CERTIFY that on this 13th day of May, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Timothy L. Mose, Personal Representative of the Estate of Ellis L. Keyfauber, who acknowledged that he freely and voluntarily executed the foregoing deed as the act and deed of the estate.

Christine Carney
Notary Public

My Commission Expires: 5-13-2017

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

William P. Nairn
William P. Nairn, Attorney

JUN 06 2014

IMPROVEMENT F	40.00
RECORDING FEE	20.00
TOTAL	60.00
Res# WAB2	Rcpt # 3467
DJW KB	Blk # 683
Jun 06, 2014	02:08 PM

Gina Sharpe
By _____ Date _____

AGRICULTURE TAX \$ 1 of 1
ACREAGE 9.53
CLERK Gina Sharpe

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Washington County

TODD L. HERSHEY, TREASURER
TAXES PAID June 6, 2014

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 4770, p. 0475, MSA_CE18_4722. Date available 06/11/2014. Printed 02/21/2022.



Previous Deed (includes triangular 1+-acre parcel)

THIS DEED, Made this 1st day of February, A.D., 1952, by Charles Mose and Mabel G. Mose, his wife, of Washington County, State of Maryland,

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the said Charles Mose and Mabel G. Mose, his wife, do hereby grant and convey unto Ellen Lillian Keyfauber and Ellis Lee Keyfauber, her husband, all the following two parcels of land, together with the improvements thereon, situate, lying and being in the Sharpsburg Election District, Washington County, Maryland, and being more particularly described as follows:

Parcel No. 1. Being all that triangular parcel of land adjoining the town of Sharpsburg, in said Washington County, Maryland, and beginning at the intersection of the property now or formerly owned by Mrs. Salina Grayson with a public alley running North and South, said public alley being East of said land, and from that point North 14 degrees West 18 perches to what is known as "The Warehouse Road", and from that point running South 31 degrees West 25 perches, and from that point North 76 degrees West 18 perches to the place of beginning, containing one (1) acre of land, more or less, and being the same property that was conveyed to the said Charles Mose by Elizabeth Grove et al, by Deed dated April 18, 1913, and duly recorded in Liber 141, folio 559, one of the Land Records of said Washington County, Maryland, reference to said Deed being hereby made.

Parcel No. 2. All that tract or parcel of land lying and being in said Sharpsburg Election District, a short distance Northwest of the Town of Sharpsburg, and beginning for the land hereby conveyed at a stake planted on the North margin of an alley running in the rear of a tier of lots fronting on Government



Previous Deed (includes triangular 1+-acre parcel)

Boulevard, said stake being on the side of said alley opposite from an alley between Lots 20 and 21, all of which is shown on a Plat of the "Plan of Addition to Sharpsburg developed by Lancelot Jacques, Sr.", said Plat or Plan being recorded in Plat Record No. 1, Folio 143, in the Office of the Clerk of the Circuit Court for said Washington County, Maryland, and running thence from said stake or beginning point North 8 degrees 40 minutes East 1048.5 feet, more or less, to the middle of the public road leading from Sharpsburg to Grove's landing along the Chesapeake and Ohio Canal, thence running along the middle of said public road, South 71 degrees 56 minutes East, 170 feet, thence still along the middle of said road South, 61 degrees 30 minutes East, 776 feet, thence leaving said road South, 27 degrees 14 minutes West, 390 feet to the Northeast corner formed by the intersection of an alley running East of Lot No. 1 on said Plat and the alley heretofore referred to as running North of the lots on Government Boulevard, and thence along the North margin of said alley South 71 degrees 30 minutes West 851 feet to the place of beginning, containing 14.15 acres of land, more or less, and being the same property that was conveyed to the said Charles Mose by Lancelot Jacques, Sr. and Alice B. Jacques, his wife, by Deed dated the 21st day of April, A.D., 1917, and duly recorded in Liber 151, folio 367, another of the Land Records of said Washington County, reference being hereby made to the aforesaid Deed; and being also the same tract marked and designated as containing 14.15 acres on the above mentioned "Plan of Addition to Sharpsburg", recorded in Plat Record No. 1 Folio 143, one of the Plat Records of said Washington County, and the grantors herein do hereby grant and convey unto the grantees, their heirs and assigns, the use of all the alleys and road-ways mentioned and set forth in said Plat.

AND we, the said Charles Mose and Mabel G. Mose, his wife, do hereby covenant that we will warrant generally the proper-



Zoning

ARTICLE 5C – "P" PRESERVATION DISTRICT⁶¹

Section 5C.0 Purpose

The purpose of this district is to prescribe a zoning category for those areas where, because of natural geographic factors and existing land uses, it is considered feasible and desirable to conserve open spaces, water supply sources, woodland areas, wildlife and other natural resources. This district includes the County's designated Rural Legacy Area, federal lands, state parks, state wildlife management areas, county parks, Edgemont Watershed, and most of the mountaintops and the Potomac River.

Section 5C.1 Principal Permitted Uses and Accessory Uses

See the Table of Land Uses [Section 3.3, Table No. 3.3(1)]

Section 5C.2 Special Exceptions

See the Table of Land Uses [Table No. 3.3(1)] and any other use the Board of Appeals finds is functionally similar to any permitted use or special exception listed in the table for this district. The Board of Appeals shall not grant any special exception that is inconsistent with the purpose set forth for this district.

Section 5C.3 Criteria

The maximum density in the Preservation zoning district shall be one (1) dwelling unit per thirty (30) acres of land owned minus the lot area taken off under section 5C.4.

Section 5C.4 Exemptions

- (a) Each parcel of land of sufficient size as of October 29, 2002, shall be permitted to subdivide up to three (3) lots, which may be increased to five (5) lots based on a sliding scale of one additional lot for each fifty (50) acres of land. The minimum lot size shall be the minimum lot size for the zoning of the property prior to the effective date of this amendment. Additional lots permitted under the zone will then be calculated on the remaining acreage based on one lot for every thirty (30) acres.
- (b) Additional exemptions are available for the preservation of historic properties listed on the County Inventory of Historic Sites, the National Register of Historic Places or the Maryland Historical Trust's Inventory of Historic Sites. A lot may be created around the existing historic site/structure along with two additional lots on the original parcel upon the owner requesting and the Board of County Commissioners approving the placement of an "HP" Historic Preservation District Overlay designation on the lot with the historical site or structure.

⁶¹ Revision 14, Article 5C added 7/26/05 (RZ-03-005)



Zoning

Section 5C.5 Residential Lot Size and Bulk Dimensions⁶²

	Lot Area	Lot Width	Lot Area/Family	Front Yard	Side Yard	Rear Yard	Height
Dwelling, Single Family	40,000 sq. ft.	100 ft.	40,000 sq. ft.	40 ft.	15 ft.	50 ft.	40 ft.
Dwelling, Two-Family	40,000 sq. ft.	100 ft.	20,000 sq. ft.	40 ft.	15 ft.	50 ft.	40 ft.
Dwelling, Semi-Detached**	20,000 sq. ft.	50 ft.	20,000 sq. ft.	40 ft.	15 ft.	50 ft.	40 ft.

** Semi-detached dwellings are special exception uses in this district and require Board of Zoning Appeals approval

Section 5C.6 Non-Residential Lot Size and Bulk Dimensions (not covered in Rural Business)^{63 64}

This section covers uses listed in the Table of Land Uses [Table No. 3.3(1)] that are principally permitted and that are not governed by the Rural Business floating zone.

	Lot Area	Lot Width	Front Yard	Side Yard	Rear Yard
Banquet/Reception Facilities	5 acres	300 ft.	50 ft.	100 ft.	50 ft.
Schools, Elementary	15 Acres	400 ft.	150 ft.	100 ft.	50 ft.
Schools, Middle	30 Acres	500 ft.	150 ft.	100 ft.	50 ft.
Schools, High	60 Acres	500 ft.	150 ft.	100 ft.	50 ft.
Churches	2 Acres	200 ft.	100 ft.	50 ft.	50 ft.
Other Principal Permitted or Conditional Uses	3 Acres	300 ft.	50 ft.	50 ft.	50 ft.

Section 5C.7 Special Provisions⁶⁵

1. New development adjacent to existing Industrial Mineral (IM) zoning district shall have a setback of 200 feet from all shared property lines.
2. Developments opting to use the clustering provision outlined in Article 22 Division VIII of this Ordinance may reduce side yard setbacks to a minimum of 15 feet from adjacent property lines created by the new development.
3. Side yard setbacks for residential use lots shall be minimum of 50 ft. for lots thirty (30) acres or greater in size.

⁶² Revision 16, Section 5C.5 amended 8/4/09 (RZ-09-001)

⁶³ Revision 15, Section 5C.6 amended 9/19/06 (RZ-06-007)

⁶⁴ Revision 18, Section 5C.6 amended 1/16/18 (RZ-07-007/ORD-208-13)

⁶⁵ Revision 16, Section 5C.7 amended 8/4/09 (RZ-09-001)



Zoning

4. Side yard setbacks for residential use lots that are contiguous to parcels with permanent easements or parcels in areas designated as priority agricultural preservation areas or transferable development rights sending areas shall have minimum setbacks of 50 feet.
5. The Planning Commission may increase minimum setbacks up to 50 feet for properties adjacent to parcels that are being actively farmed or parcels with an Agricultural district designation.



Zoning

ARTICLE 20A – "AO" ANTIETAM OVERLAY DISTRICT¹³¹

Section 20A.0 Purpose

The purpose of the Antietam Overlay District is to provide mechanisms for the protection of significant historic structures and land areas by requiring development and land subdivision to occur in a manner that 1) preserves the existing quality of the viewshed of the Antietam Battlefield, and 2) ensures that development of certain lands adjacent to the major roads which provide public access to the Antietam Battlefield (i.e., Maryland Routes 34 and 65) is compatible with the agricultural and historic character of the area. The "AO" District is an overlay zone meant to enhance, not substitute for the existing underlying zoning designation, which regulates land use.

Section 20A.1 Regulations

(a) Subdistricts Established and Areas Delineated

1. The Antietam Overlay District is comprised of these subdistricts: The Battlefield Buffer (AO-1), the Approach Zones (AO-2), and the Red Hill Area (AO-3).
2. Lands zoned AO-1 (Battlefield Buffer) and AO-3 (Red Hill Area) are situated within the Battlefield Foreground and Red Hill Middleground, respectively, of the Antietam Viewshed, as determined by the National Park Service and documented in its April 1988 technical study entitled Analysis of the Visible Landscape: Antietam. The boundaries of the AO-1 and AO-3 zones conform to property boundaries except where manmade or natural features provide suitable boundaries.
3. Lands zoned AO-2 (Approach Zones) are situated within 1000 feet of the centerline of certain road segments, and do not necessarily conform to property boundaries. The length of the AO-2 (Approach Zones) are as shown on the zoning maps.

Section 20A.2 AO-1 Battlefield Buffer Regulation

- (a) The regulations and criteria in this subsection are in addition to the conventional underlying zoning which regulates land use.
- (b) The following additional regulation shall apply:

The exterior appearance of all uses, unless otherwise exempted by County Ordinance, shall automatically be subject to the provisions of Article 20, Historic Preservation District, and Section 20.6.

¹³¹

Revision 14, Article 20A replaced in its entirety 7/26/05 (RZ-03-005)



Zoning

Section 20A.3 AO-2 Approach Zone Regulations

- (a) The regulations and criteria in this subsection are in addition to the conventional underlying zoning which regulates land use.
- (b) The exterior appearance of all commercial and nonresidential uses excluding all farm structures shall be subject to the provisions of Article 20, Historic Preservation District, and Section 20.6.

Section 20A.4 AO-3 Red Hill Area

- (a) The regulations and criteria in this subsection are in addition to the conventional underlying zoning which regulates land use.
- (b) Prior to any tree cutting activity in the AO-3 Zone which is not associated with development of or construction on the property, a Forestry Management Plan, as prepared by Maryland Department of Natural Resources - Forest, Park and Wildlife Service, or a Registered Professional Forester and approved by the Forest, Park and Wildlife Service, must be submitted to the Planning Department. (The cutting of firewood and dead trees for personal use shall be permitted). Subsequent cutting of trees on the property shall be in accordance with the Forestry Management Plan. The plan will be kept on file with the Planning Department.

A declaration of intent shall be filed with the Planning Department for tree harvesting activities in accordance with the Washington County Forest Conservation Ordinance.

Unless exempt, all tree cutting relating to development of a property within the Antietam Overlay District shall be in accordance with an approved Forest Conservation Plan.

1. Tree removal, which is inconsistent with the Forestry Management Plan, is subject to the enforcement provisions included in Article 26 of the Ordinance with the exception that the offense shall not continue beyond the original cutting of each tree.
 2. The property owner will be required to replace any trees cut inconsistently with the Forestry Management Plan with a similar or compatible variety.
- (c) The Zoning Administrator shall review applications for building permits, site plans and zoning certifications with respect to the cutting of trees, and may impose limitations on the number, location, and distribution of trees proposed for removal in order to minimize negative impact on viewshed quality. The Zoning Administrator shall use the guidelines in Section 20A.4(f) in deciding the disposition of the requested building permit, site plan or zoning certification.



Zoning

- (d) The Board of Appeals shall review applications for variances, expansion of non-conforming uses, and special exceptions with respect to the cutting of trees, and may impose limitations on the number, location, and distribution of trees proposed for removal in order to minimize negative impact on viewshed quality. The Board of Appeals shall use the guidelines in Section 20A.4(f) in deciding the disposition of the requested variance, expansion of nonconforming use or special exception.
- (e) The Planning Commission shall review site plan and subdivision applications with respect to the cutting of trees, and may impose limitations on the number, location, and distribution of trees proposed for removal in order to minimize negative impact on viewshed quality. The Planning Commission shall use the guidelines in Section 20A.4(f) in deciding the disposition of the site plan or subdivision request.
- (f) All tree cutting activity which is done for the purpose of, or is related to, development of a property in the AO-3 Overlay District shall be subject to the following guidelines:
 - 1. During site development, minimum tree cutting is permitted to allow construction of an access and driveway, related parking areas, a dwelling, related accessory structures and required septic disposal system.
 - 2. Additional tree cutting on the site during development is permitted within 35' of the dwelling and related accessory structures.
 - 3. Where possible and practical, property owners are encouraged to maintain as much of the existing tree cover as possible within the 35 foot area to preserve the existing quality of the Antietam Battlefield Viewshed.
 - 4. Tree cutting on the remainder of the site, not covered in 1-3 above, is subject to the following requirements:
 - a. Prior to the cutting of trees on the remainder of the site, the property owner must have prepared by the Maryland Department of Natural Resources Forest, Park and Wildlife Service or a Registered Professional Forester and approved by the Forest, Park and Wildlife Service a Forest Management Plan, the goal of which is to preserve the quality of the Antietam Battlefield Viewshed. (The cutting of firewood and dead trees for personal use shall be permitted)
 - b. Cutting of trees outside the area measuring 35' from the dwelling as described in (2) above is permitted only according to the selection and timing contained in the Forestry Management Plan with the exception of (c) below.



Zoning

- c. Any tree of a height, which has the potential to cause damage to the dwelling if it were to fall due to natural causes (disease or insect infestation, wind, lightning, erosion, etc.), may be removed.
- (g) Applications submitted for subdivisions, site plans, special exceptions, expansion of non-conforming use building permits, zoning certifications or variances on land zoned AO-3 shall be accompanied by scale drawings which indicate the locations of structures and the areas where trees are proposed for removal. Any other material, which would assist in determining the existing and proposed conditions of the subject site, may be submitted.
- (h) Tree removal, which is inconsistent with the standards specified above including the Forestry Management Plan, is subject to the enforcement provisions included in Article 26 of this Ordinance with the exception that the offense shall not continue beyond the original cutting of each tree.
- (i) The property owner will be required to replace any trees cut inconsistently with the Forestry Management Plan with a similar or compatible variety.

Section 20A.5 Establishment of "AO" Zone

An area may be zoned "AO" by request of the property owner or by comprehensive zoning, and only upon findings of fact by the County Commissioners that:

- (a) The area falls within the viewshed of Antietam Battlefield and that the exterior appearance of development in the area has significant potential to diminish the existing quality of the viewshed; or
- (b) The area falls within 1000 feet of the centerline of the segment of a major road which provides public access to Antietam Battlefield, and that the exterior appearance of development in the area has significant potential to detrimentally affect the public's use, enjoyment, and appreciation of the Antietam Battlefield, or may otherwise impair the integrity of the Battlefield.

Section 20A.6 Appeals

Decisions rendered under Article 20A may be appealed according to the guidelines of Article 25 - Board of Appeals.



Seller's Property Disclosure

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 17539 Snyder's Landing Rd Sharpsburg MD 21782
 Legal Description: (same as property)

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a)(11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? 8 yrs.

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply Public Well Other _____
 Sewage Disposal Public Septic System approved for 3 (# of bedrooms) Other Type _____

Garbage Disposal Yes No
 Dishwasher Yes No
 Heating (+w/o + pipes) Oil Natural Gas Electric Heat Pump Age 7 yr Other _____
 Air Conditioning Oil Natural Gas Electric Heat Pump Age 7 yr. Other _____
 Hot Water Oil Natural Gas Electric Capacity 50 gal. Age 1 month Other _____



Seller's Property Disclosure

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown
 Comments: _____
2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
 Comments: _____
3. Roof: Any leaks or evidence of moisture? Yes No Unknown
 Type of Roof: shingles Age 5 1/2 yrs.
 Comments: New plywood sheathing; 50yr Tamko Heritage Rustic Black
 Is there any existing fire retardant treated plywood? Yes No Unknown
 Comments: _____
4. Other Structural Systems, including exterior walls and floors:
 Comments: _____
 Any defects (structural or otherwise)? Yes No Unknown
 Comments: _____
5. Plumbing system: Is the system in operating condition? Yes No Unknown 2014
 Comments: Raisewell, new pressure + water softener; replace copper pipe
6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
 Comments: _____
 Is the system in operating condition? Yes No Unknown
 Comments: Baker system replaced 2007
7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
 Comments: 2015 heating/cooling
 Is the system in operating condition? Yes No Unknown Does Not Apply
 Comments: _____
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
 Comments: electric box replaced
- 8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No
 Are the smoke alarms over 10 years old? Yes No
 If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No
 Comments: _____
9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
 When was the system last pumped? Date 5/29/2014 Unknown
 Comments: CR Semler
10. Water Supply: Any problem with water supply? Yes No Unknown
 Comments: water tested -ok
 Home water treatment system: Yes No Unknown
 Comments: _____
 Fire sprinkler system: Yes No Unknown Does Not Apply
 Comments: _____
 Are the systems in operating condition? Yes No Unknown
 Comments: _____
11. Insulation:
 In exterior walls? Yes No Unknown
 In ceiling/attic? Yes No Unknown
 In any other areas? Yes No Where? Basement + garage
 Comments: Basement - along exterior wall in ceiling; walls + ceiling/lattice of garage
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
 Comments: _____
 Are gutters and downspouts in good repair? Yes No Unknown
 Comments: _____



Seller's Property Disclosure

13. Wood-destroying insects: Any infestation and/or prior damage? Yes No Unknown

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: First treatment 3/17/2005; 2nd treatment including new garage 8/10/2017

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes No Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? Yes No Unknown

If yes, specify below

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? Yes No Does Not Apply Unknown

Comments: Addition of porches and 3-car garage

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes No Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown

Comments: _____

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) Timothy J. Mose Date 2-21-22

Seller(s) Melanie S. Mose Date 2-21-22

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____



Conditions of Public Sale

CONDITIONS OF PUBLIC SALE OF REAL ESTATE

OWNED BY _____,
LOCATED AT 17539 Snyders Landing Rd, Sharpsburg, MD 21782

- Highest Bidder.** The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. If any disputes arise to any bid, the Seller/Auctioneer reserves the right to cause the property to be immediately put up for sale again.
- Real Estate Taxes.** All real estate taxes for **20 21 - 22** shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
- Transfer Taxes.** Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however, that the Buyer shall be responsible for any additional transfer taxes imposed on any assignment of this Agreement by Buyer.
- Terms.** **\$10,000** or _____% handmoney, either in form of cash, cashier's check, or certified check when the property is struck down, and the balance, without interest, on or before **June 6, 2022** when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale.
- Forfeiture.** The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this Agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
- Marketable Title.** A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Washington County Courthouse and which may be visible by inspection of the premises.
- Risk of Loss.** Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this Agreement.
- Warranty.** The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - Radon.** Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - Lead-Based Paint.** If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - Home Inspection.** Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this Agreement.
 - Fixtures and Personal Property.** Included in the sale and purchase price are all existing items presently installed in the property, including plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unspotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; and built-in appliances. No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All other personal property that is not a fixture is reserved to Seller, which personal property shall be removed prior to settlement.
 - Ventilation/Mold.** The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of home construction wherein mold may be present in the real estate.
 - "As Is".** The property is being sold "AS IS" at the time of sale and at the time of the settlement. The fiduciary/seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative will not deliver a disclosure to Buyer inasmuch as they are not required by law.
- Financing.** Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing. The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer in this regard.
- Dispute Over Handmonies.** In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agree that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
- This agreement shall survive closing.



How to Buy Real Estate at Auction

Buying at a Hurley auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- ❖ Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- ❖ **What does the term “Reserve” mean?** Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- ❖ **What does the term “Absolute” mean?** In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- ❖ **Do I need to pre-qualify?** No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found on the last page of this packet.
- ❖ You will need a down payment as described in the general information section.
- ❖ Gather all available information and determine what the property is worth to you.
- ❖ The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our cashier. You will need your driver’s license or another form of photo ID.
- ❖ Listen carefully to all announcements made the day of the auction. Please ask any questions you may have.
- ❖ When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$100,000 and he may need to come down to \$75,000 until somebody agrees to bid. At this point the action begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount simply raise your hand. There may be several people bidding at first so don’t be shy, raise your hand. If you feel the auctioneer doesn’t see you, don’t be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn’t reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- ❖ If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- ❖ It is the Buyer’s responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you please contact us.

Easy as 1,2,3!!!!!!!. Purchasing at auction is fun & dynamic. Enjoy the experience. If you have additional questions about auctions, please contact Hurley Auctions at 717-597-9100.



Acceptable Methods of Payment

Each Real Estate Auction requires that a non-refundable down payment be made at the time the property is struck down. The following methods are the only methods of payment accepted by Hurley Auction Co. Inc. unless otherwise approved by Hurley Auctions:

- 1) **Cash** (payments of \$10,000 and above require completion of IRS Form 8300)
- 2) **Certified or Cashier's Check** payable to Matthew S. Hurley Auction Co. Inc.
- 3) **Personal Check** accompanied by a Bank Letter of Guarantee (see sample below). Letter must read as follows and must be signed by an officer of the bank.

Bank Letter of Guarantee

Date: (Date of letter)

To: Matthew S. Hurley Auction Co. Inc
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full Name of Customer requesting Letter of Guarantee)

This letter will serve as your notification that (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of (\$ X,XXX.XX).

Drawn on account # (Customer's account number).

This guarantee will apply only to the Matthew S. Hurley Auction Co. Inc for purchases made (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



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Purchasing a home at auction has never been easier. In fact, each year real estate auctions become more and more popular. The following financial institutions/mortgage companies are familiar with the auction process and have representatives available to pre-qualify and assist you in all your real estate auction financing needs.

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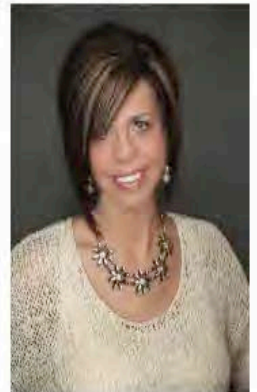
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Nathan C. Bonner
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lesadavis@tristatesettlements.com

Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.

ABOUT OUR COMPANY

Hurley Auctions is a full service, full time Auction Company with a well-trained staff ready to assist you in obtaining your sales goals. We are recognized as leaders in the auction industry, having successfully conducted hundreds of real estate and personal property auctions annually.

OUR MISSION

Hurley Auctions' mission is to provide the highest possible auction and appraisal services available. We do this through honesty, integrity, professionalism, and hard work. We are committed to treating each client with the utmost respect. We handle each auction professionally and to the best of our ability. Our success is measured by the ultimate satisfaction of all those whom we serve.



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