

GORMAN E. GETTY, III, P.A.
23 Washington Street
Cumberland, MD 21502

ALDERSON, HEAVENER & WELCH
12740 Garrett Highway, Suite 209
Oakland, MD 21502

Trustees' Sale of Valuable Improved Real Property
2030 Deep Creek Drive, McHenry
Lots 4 and 14, Block 2, Town of McHenry
Election District No. 18, Garrett County, Maryland

Thursday, April 9, 2026
at 1:00 P.M.

REAL PROPERTY

James M. Carrier and Kristen L. Pfirrmann, having been appointed Trustees by the Circuit Court for Garrett County, Maryland, will offer at public sale by sealed written bids all those lots, pieces, or parcels of ground situate in the County of Garrett, State of Maryland, and described as follows:

2030 Deep Creek Drive, McHenry, Maryland 21541, as reflected in a Deed dated December 11, 2000, recorded in Liber 826, Folio 175, among the Land Records of Garrett County, Maryland; and having approximately 13,934 square feet of a subject lot, totaling .32 acres, more or less, with approximately 250 feet road footage, split lakefront.

2020 Deep Creek Drive, McHenry, Maryland 21541, also known as, Lots 4 and 14, Block 2, Town of McHenry, as reflected in a Deed dated June 24, 1997, and recorded in Liber 711, Folio 812, among the Land Records of Garrett County, Maryland; and having approximately 5,940 square feet of a subject lot, totaling .14 acres, more or less. (collectively, the "Property").

The Property will convey to Purchaser along with the existing physical boat dock slips. Dock Slip Access on Deep Creek Lake may be granted by making proper application to the Maryland Department of Natural Resources (MD DNR) annually for approval of the required Buffer Strip Use Privilege Permit. Currently, the permit holder is authorized for a commercial permit for marina dock use for 24 boat slips and a general use platform. Permits are nontransferable, after settlement the Purchaser will have to make new application for the 2026 Annual Privilege Permit with the MD DNR.

TERMS OF SALE: The Property will be sold in accordance with the Order of the Circuit Court for Garrett County, Maryland, dated August 22, 2025. The Property will be sold and conveyed in

an “AS IS, WHERE IS” condition, without recourse, together with and subject to all applicable conditions, restrictions, covenants, limitations, rights of way, streets, alleys, reservations, easements, encumbrances, and appurtenances of record and subject also to all environmental conditions affecting the Property, if any.

The undersigned Trustees, acting in their roles and capacities as Trustees, make no warranties or representations, express or implied, with respect to any matters concerning the Property, including, but not limited to, condition of the property, use, matters of survey or title, tenancies or parties in possession, zoning compliance, housing or other governmental or regulatory violations, etc.

IMPORTANT NOTICE OF BIDDING PROCEDURE: This sale shall be conducted by “sealed bids” which must be submitted, in duplicate to the attention of the Trustees, by physical delivery of a “sealed bid” to the offices of Gorman E. Getty III, 23 Washington Street, Cumberland, MD 21502 and to Lisa Thayer Welch, of Alderson, Heavener, and Welch, 12730 Garrett Highway, Suite 209, Oakland, Maryland 21550, no later than 1:00 PM on Thursday, April 9, 2026. Any bid delivered or received after that time will be rejected.

Each bid shall be sealed and shall contain the price offered by the bidder for the purchase of the Property together with any specified terms and conditions that the party submitting a bid, applies to his, her, or its bid.

A deposit of Fifty Thousand Dollars (\$50,000) (the “Deposit”) will be required at the time of sale for the Property being sold. The Deposit shall be payable in cash, certified check, or other form of payment acceptable to the Trustees, in their sole and absolute discretion.

The balance of the purchase price shall be paid upon ratification of the sale by the Circuit Court of Garrett County, Maryland, except that no deposit shall be required of the parties to the Circuit Court proceeding where those parties bid on the Property at the sale in which case payment of the purchase price by the party shall be made by credit of or a portion of the party’s interest in the Property to the purchase price.

Interest shall accrue on the unpaid balance of the purchase price at the rate of Twelve percent (12%) per annum from the date of sale to the date of Court ratification, and at the rate of Twenty percent (20%) per annum from the date of Court ratification to the date of settlement. No interest shall accrue on the Deposit.

If the successful bidder (the “Purchaser”) fails to make settlement within Forty-Five (45) days following the date of Court ratification, time being of the essence thereto, the entire Deposit may, at the option of the undersigned Trustees, be forfeited and retained as liquidated damages and notice of said forfeiture shall be provided to the Purchaser by the Trustees.

If the Deposit is not forfeited as liquidated damages, but is instead retained by the Trustees in escrow pending resale of the Property, the Property may be resold by the Trustees at the risk and expense of the defaulting Purchaser, and the Deposit thereafter shall be applied as required to

any subsequently realized loss of the Trustees by virtue of the default by the said Purchaser and the required resale of the Property, including any expenses incidental thereto.

Taxes, water rent, ground rent, if any, and all other public charges, assessments, and liens owed against the Property shall be the sole responsibility of the Purchaser and shall be paid by the Purchaser at settlement. In addition, all other charges, expenses and liens owed against the Property including, but not limited to, all fees, expenses, and public charges and assessments owed against the Property and payable on an annual basis, such as sanitary and/or metropolitan district charges, if any, shall also be the responsibility of the Purchaser and shall be paid by the Purchaser at settlement. All charges and assessments incurred after settlement shall be assumed thereafter by the Purchaser for said Property.

Following the date of sale, all risk of loss to the Property shall be assumed by the Purchaser. The Purchaser shall pay the cost of all recordation taxes, transfer taxes (including, but not limited to, that agricultural land transfer tax imposed by Maryland Tax Property Code, Sections 13-302 and 13-502, which said tax may be applicable to the sale and transfer of the Property), document preparation and other costs of settlement.

As an expressed condition of sale, the Purchaser shall be required to execute, at the time of sale, a standard *Trustee's Contract for Sale of Real Property*. The Contract shall be available for review on the date of sale. The Purchaser shall be entitled to physical possession of the Property only after settlement.

The Trustees assume no responsibility to place the Purchaser in possession of the Property. The undersigned Trustees expressly reserve the right to reject any and all bids submitted, modify the terms of sale, or reschedule the sale. The Trustees reserve the right at the sale to vary, modify, alter, or qualify any of the foregoing terms or conditions of sale.

Upon receipt of the sealed bids, the Trustees will open and report the bids and/or proposed sale to the Court for its consideration and approval or rejection, in accordance with the provisions of the Maryland Rules of Procedure and the Consent Agreement of the parties in the matter.

GORMAN E. GETTY, III, ESQUIRE
23 Washington Street
Cumberland, Maryland 21502
Telephone: (301) 777-8032
Email: ggetty@ggettylaw.com

And

LISA THAYER WELCH, ESQUIRE
12730 Garrett Highway, Suite 209
Oakland, Maryland 21550
Telephone: (301) 334-0600
Email: welch@aldersonheavener.com

On behalf of the Trustees:
James M. Carrier and
Kristen L. Pfirrmann

The Garrett County Republican, Oakland, MD, for three consecutive weeks beginning March 19, 2026.

Online with Costar/Loopnet for three consecutive weeks, beginning the week of March 16, 2026.