



BERLIN MAYOR AND COUNCIL
Work Session
Meeting Agenda

Berlin Town Hall
10 William Street
Monday, August 28, 2023

Please note that the times indicated below are approximate. Also, note additional timing protocols that may be indicated for specific agenda items.

5:00 PM Work Session – Council Chambers

- 1. 5:00 PM** Opening Statement – Mayor Zack Tyndall
- 2. 5:05 PM** Discussion re: Heron Park – Mayor Zack Tyndall
 - a. Review updated Appraisal – Appraiser running point (approximately 15 minutes)
 - b. Review RFP Scoring Document
 - c. Review DHCD Grant Parameters
 - d. Review the updated contract for ONLY Parcel 57
 - e. Review updated drawing with Skate Park delineated
- 3. 5:35 PM** Discuss the sale price and future uses with Coastal Ventures Properties LLC.
- 4. 6:05 PM** Discuss how we will move forward with expending DHCD Strategic Demolition Funds
- 5. 6:30 PM** Comments from the Public

Any person who may wish to speak on a matter at the Regular Session may be heard during COMMENTS FROM THE PUBLIC for a period of five (5) minutes or such time as may be deemed appropriate by the Mayor. Anyone wishing to be heard shall state their name, street name, and subject on which they wish to speak.
- 6. 6:55 PM** Adjournment

To access the Meeting via Facebook, please click the blue Facebook icon at the top of any page on www.berlinmd.gov, or type @townofberlinmd in the Facebook search bar. QR code links to online packet. Anyone having questions about the meetings mentioned above or needing special accommodations should contact Town Administrator Mary Bohlen at (410) 641-2770. Written materials in alternate formats for persons with disabilities are made available upon request. TTY users dial 7-1-1 in the State of Maryland/outside Maryland dial 1-800-735-2258.





Appraisal Report Of
10009 Old Ocean City Boulevard
Berlin, MD 21811

Property Class/Type
Land/Commercial

As Of
August 10, 2023

Prepared For
Town of Berlin
10 William Street
Berlin, MD 21811

Prepared by
Opteon Appraisal, Inc.

Opteon Appraisal, Inc. File Number
721271182



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August 15, 2023

Mr. David Engelhart
Planning Director
Town of Berlin
10 William Street
Berlin, MD 21811

Re: Appraisal Report
10009 Old Ocean City Boulevard
Berlin, Worcester County, MD 21811

Dear Mr. Engelhart:

At your request, we have prepared an appraisal for the above referenced property, which is briefly described as follows: The subject includes a 9.35-acre tract of land located on Old Ocean City Boulevard in Berlin, Maryland. We have valued the subject with the hypothetical condition that it has B-2 Shopping District zoning rather than the current R-1 Residence District zoning. The requested scope of work is to provide an 'as is' market value.

This valuation contains analyses, opinions, and conclusions along with market data and reasoning appropriate for the scope of work detailed herein. It was prepared solely for the intended use and intended user(s) explicitly identified in the attached report. This appraisal report is intended to conform with Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

Based on the analysis described in the accompanying report, subject to the limiting conditions and assumptions, extraordinary assumptions and hypothetical conditions (if any), the value conclusion(s) is/are as follows:

Value Conclusions				
Premise	Interest Appraised	Effective Date	Value Conclusion	Market Exposure
Market Value Subject to a Hypothetical Condition	Fee Simple	8/10/2023	\$1,200,000	12 months

Please reference Scope of Work section (page 9) of this report for important information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology. We also direct your attention to the Limiting Conditions and Assumptions section (page 44). Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Extraordinary Assumptions

The Town of Berlin has received a \$500,000 grant to demolish the existing improvements. There is an extraordinary assumption that the land will be cleared of all existing improvements. The use of an extraordinary assumption may affect assignment results.

Hypothetical Conditions

We have utilized the hypothetical condition that the subject has been rezoned from R-1 Residence District to B-2 Shopping District. Therefore, we have valued the property as it has B-2 Shopping District zoning. The use of a hypothetical condition may affect assignment results.

Thank you for your business. If you have any specific questions or concerns regarding the attached appraisal report, or if we can be of additional assistance, please let us know.

Respectfully submitted,

Opteon Appraisal, Inc.



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Jill.Jeffery@opteonusa.com
Certified General Real Estate Appraiser
MD - 04-11613
Expires 12/6/2025



Kayla Miller
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MD - 06-34159
Expires 2/3/2024

Table of Contents

Cover Page.....	1
Transmittal Letter.....	2
Table of Contents	4
Subject Photographs.....	5
Executive Summary.....	7
Scope of Work.....	9
Reporting Requirements	12
Extraordinary Assumptions	12
Hypothetical Conditions	12
Personal Property and Intangibles.....	13
Competency	13
Interest Appraised.....	13
Definition of Market Value.....	14
Vicinity Description	15
Real Estate Cycles.....	15
Assessor's Tax Map	16
Sales History.....	17
Subject Property- AS REZONED	18
Legal Description.....	21
Aerial Map.....	22
Real Estate Taxes	23
Zoning	24
Highest and Best Use	26
Highest and Best Use.....	27
Valuation Analysis	28
Sales Comparison Approach- Land Value.....	28
Reconciliation.....	40
Exposure and Marketing Time.....	41
Term	41
Definition.....	41
Explanation	41
Certification	42
Limiting Conditions and Assumptions	44
Addenda.....	46
Appraisers Qualifications & Licenses	46
Glossary	51
List of Abbreviations	55

Subject Photographs



Site View



Site View



Site View



Site View



Site View



Site View



Site View



Site View



Site View



Site View



Old Ocean City Blvd- Subject to the Left



Old Ocean City Blvd- Subject to the Right

Executive Summary

Salient Information				
Property Major Type	Land			
Address	10009 Old Ocean City Boulevard			
City	Berlin			
County	Worcester			
State	MD			
Zip	21811			
Tax ID	03-014800			
Latitude	38.334441			
Longitude	-75.218224			
Census Tract	9510			
Land SF	407,286			
Acres	9.35			
Owner	Mayor and Council of Berlin			
Zoning	B-2			
Report Dates				
Report Date	8/15/2023			
Inspection Date	8/10/2023			
As Is Date of Value	8/10/2023			
Highest and Best Use				
Highest and Best Use as Vacant	Commercial Use			
Value Conclusions				
Premise	Interest Appraised	Effective Date	Value Conclusion	Market Exposure
Market Value Subject to a Hypothetical Condition	Fee Simple	8/10/2023	\$1,200,000	12 months

As Is Value Indications	
As Is Market Value	Current 08/10/2023
Interest Appraised	Fee Simple
Estimated Exposure Time	12 months
Estimated Marketing Time	12 months
No. of Land Sales	6
Land Analysis Value	\$1,200,000
Market Value Conclusion	\$1,200,000

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s).

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report

Scope Summary - Definition of the Problem

Problem

To estimate the subject to a hypothetical condition market value

Intended Use

To provide guidance in connection with a potential sale of the property.

Intended User(s)

Client

Appraisal Report

Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary or description of the appraisal process, subject and market data and valuation analyses.

Client

Town of Berlin
10 William Street
Berlin, MD 21811

Scope of Work

Property Identification

The subject has been identified by the assessor's parcel identification number(s), legal description, and its common and civic address.

Is this a 'Land Only' appraisal?

Yes

Inspection

An observation of the subject property was performed by one or more appraisers signing this report.

Zoning

A review and analysis of the zoning code and applicable land use controls, including a review of potential deed restrictions has been made

Market Analysis

A review of the micro and/or macro market environments with respect to physical and economic factors relevant to the valuation process. This process included, but was not limited to, interviews with regional and/or local market participants, available published data, and other various resources. Also researched the regional and/or local market with respect to applicable real estate tax data, zoning requirements, flood zone status, demographics, income and expense data, comparable listing, sale, and rental information, as applicable. Information gathered was analyzed through the use of appropriate and accepted appraisal methodology to arrive at a probable market value indication via each applicable approach to value.

Highest and Best Use Analysis

An inferred highest and best use analysis of the subject as vacant has been made. An inferred analysis uses local trends and patterns to infer a general highest and best use for the subject. For this analysis, market dynamics that are considered include prices, market exposure times, rents, vacancy, and listings of similar real estate.

Type of Value:

Market Value

Utilized Approaches to Value

Cost Approach

☐

This approach was not utilized because the highest and best use is to raze the improvements and make the site ready for redevelopment.

Sales Comparison Approach

☒

This approach was utilized because there is adequate market data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

☐

This approach was not utilized because the subject's highest and best use is to raze the improvements and prepare the site for redevelopment.

Reporting Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
- Applicable state appraisal regulations
- Appraisal requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), revised June 7, 1994 v) Interagency Appraisal and Evaluation Guidelines
- Appraisal guidelines of the client/lender

Extraordinary Assumptions

An extraordinary assumption is defined by the USPAP to be “an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinion or conclusions.” Extraordinary assumptions presume as fact otherwise uncertain information. In other words, this type assumption involves uncertainty about an underlying premise. An example is new construction. If the improvements are built to different standards or with different materials, then the value conclusion may be negatively affected.

USPAP Standard Rule 1-2(f) requires the identification of all extraordinary assumptions that are necessary for credible assignment results.

Extraordinary Assumptions

The Town of Berlin has received a \$500,000 grant to demolish the existing improvements. There is an extraordinary assumption that the land will be cleared of all existing improvements. The use of an extraordinary assumption may affect assignment results.

This appraisal does not address unforeseeable events that could alter the proposed subject property and/or the market conditions reflected in these analyses

Hypothetical Conditions

USPAP defines a hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.”

Hypothetical conditions assume conditions that are contrary to known fact. An illustration is the current valuation of a proposed home. For the purpose of a rational analysis, it is assumed the home exists on the effective as is value date, but it is known the home is nonexistent. Another example is a new zoning classification, that a property does not have today, but the new zoning is assumed for the purpose of a logical current valuation. Uncertainty is not involved with a hypothetical condition. An essential premise underlying the valuation is known not to exist on the effective value date.

USPAP Standard Rule 1-2(g) requires the identification of all Hypothetical Conditions that are necessary for a credible value opinion.

Hypothetical Conditions

We have utilized the hypothetical condition that the subject has been rezoned from R-1 Residence District to B-2 Shopping District. Therefore, we have valued the property as it has B-2 Shopping District zoning. The use of a

The above Extraordinary Assumptions and/or Hypothetical Conditions as well as other assumptions anywhere herein are integral premises upon which the conclusions in this document are based. If any of these assumptions are later found to be materially untrue or inaccurate, then this report's assignment results may or may not be affected.

Personal Property and Intangibles

Personal property is movable and not permanently affixed to the real estate. Examples of personal property are freestanding ranges, refrigerators, tables, desks, chairs, beds, linen, silverware, hand tools, and small utensils. An intangible is a nonphysical asset like franchises, trademarks, patents, goodwill, and mineral rights. Personal and intangible property included in this appraisal's value opinion, if any, is considered typical for this type real estate, yet insignificant to the value opinion. Therefore, non-realty is not itemized or valued herein. Moreover, this report's final value conclusion(s) excludes unaffixed equipment, detached trade fixtures, and chattel unless specifically stated to the contrary.

Competency

The persons signing this report are licensed to appraise real property in the state in which the subject is located. They affirm they have the experience, knowledge, and education to value this type property sufficient to produce a credible report. They have previously appraised similar real estate.

Interest Appraised

The property rights being appraised are the fee simple interest as defined below.

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022).

Leased Fee Interest - The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed. (Chicago: Appraisal Institute, 2022).

Definition of Market Value

The definition of *market value* is used in all federally regulated transactions that exceed a minimum amount. This definition is mandated by Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989. The exact same definition was published in the Federal Register several times by different federal agencies. (Some printings are: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; and 59 Federal Register 29499, June 7, 1994.)

Market Value is defined as:

"the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *buyer and seller are both typically motivated;*
- *both parties are well informed or well advised and acting in what they consider their own best interests;*
- *a reasonable time is allowed for exposure in the open market;*
- *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

Virtually the same definition is also cited in the most recent version of the USPAP.

Vicinity Description

The subject property is situated on Old Ocean City Boulevard within the town limits of Berlin, Maryland. It is located east of Main Street which runs north to south through downtown Berlin. The representative zip code for Berlin is 21811. Route 50 is located less than a mile north of the subject. The Route 50/Route 113 ramp is adjacent to Parcel 52 to the north and Route 113 runs along the east side of the subject. There is visibility, but no direct access from the highways. The Town of Berlin, Maryland is located on the Eastern Shore, just minutes west from the resort Town of Ocean City and Assateague Island. The Town of Berlin is known for being "historically charming and artistically alive" and was recently voted the "coolest small town in America".

Berlin's commercial land uses are very diverse. Small retail activities, professional business, highway commercial strips and public or private medical offices co-exist throughout the Town. The Downtown area consists of primarily small retail and professional businesses. Along U.S. Route 113, "highway commercial" land uses such as retail shopping plazas, pharmacies and convenience stores line the roadway. Part of Maryland Route 346 consists mainly of medical-related businesses such as Atlantic General Hospital, a number of private medical practices and medical specialist offices. In addition, there are mixed use residential/commercial uses interspersed throughout the Town.

The immediate neighborhood is primarily commercial with some residential uses interspersed. Commercial facilities within the immediate neighborhood include the CC Customs, Burn Wood Fired Pizza, Burley Oak Brewing Company, The Boulevard, Berlin Activities Depot, and American Legion.

All indications are that the commercial market is stable as well as commercial property values. Supply and demand are in balance. Vacancy rates for all properties in the immediate marketing area appear to be between 3% to 10%. Marketing time in the subject's neighborhood is generally less than twelve months for office and retail facilities. Overall, the economic forecast for the Berlin area can be described as one of optimistic, continued growth and diversification.

Real Estate Cycles

Real estate markets are characterized by cycles. Real estate cycles typically involve successive periods of expansion, peak levels of activity, contraction, and troughs. Factors that cause markets to change are distinctly different from symptoms of change. Examples of symptoms of change include changes in vacancy rates (a leading indicator), falling or rising property prices, increases in the frequency of concessions and seller financing, sales prices exceeding listing price, and other conditions symptomatic of larger, more basic problems. Factors that cause markets to change are generally the product of macro-level forces. They influence market psychology and drive behavior in profound, sometimes dramatic ways. Such causative factors can involve a single defining event or a slower moving series of events that are evolutionary in nature and sometimes not readily apparent to real time observers. Whether they consist of a single defining event or series of related events, these causative factors are indicative of shifts in underlying political and social as well as economic conditions. The subject's market, as of the effective date of the report, is considered to be in transition between an 'expansion' and a 'contraction'. The expansion that had been taking place over the past few years is cooling due to rising interest rates and uncertainty in the financial markets. At this time, demand, vacancy and rents all still appear relatively stable. However, we do not anticipate significant growth or increases in the near term. Construction projects that are already in the pipeline appear to be moving forward, but the pace of new construction appears to be slowing.

Assessor's Tax Map

The subject is further identified in the County tax records as 03-014800. It is further identified as Map 0025, Grid 0009, Parcel 0057. A copy of the relevant section of the tax map is shown below.



Sales History

We researched on-line public records and private data-reporting services to locate any active listings or pending contracts of sale for the subject property. There have not been any listings or pending sales within the past three years.

We also researched past recorded conveyances of the subject property. The subject is currently owned by Mayor and Council of Berlin and the most recent transfer located is summarized below. There have been no other transfers of the subject property in the three years preceding the effective date of this report. A copy of the deed is attached.

Closed Prior Sales of Subject

Sale Date:	February 12, 2016
Sale Price:	\$2,500,000
Deed:	6717/453
Grantor:	Berlin Properties North, LLC
Grantee:	Mayor and Council of Berlin
Comments:	This transfer included Parcels 52, 57, and 410. Therefore, it does not provide guidance for the current assignment.

Subject Property- AS REZONED

Site Detail	
Parcel ID	03-014800
Highest and Best Use Site as Vacant	Commercial Use
Primary Allowable Uses	retail, service, commercial and manufacturing
Demand of Allowable Uses	Adequate
Price Levels Sufficient	Yes
Most Probable Buyer (as though vacant)	an investor seeking cash flow
H&BU Timing	immediate (0-2 years)
Legal Description	6717/453
Map Latitude	38.334441
Map Longitude	-75.218224
Site Analysis & Comments	The subject site has typical physical features and locational attributes relative to competitive parcels.

Site Size Attributes	
Gross Land Area (Sq Ft)	407,286
Gross Land Area (Acres)	9.35

Site Characteristics	
Primary Frontage Street Name	Old Ocean City Boulevard
Frontage - Primary Street (Feet)	475
View	Average
Access	Average
Site Visibility	Average
Landscaping	Typical Landscaping
Topography	The subject has level topography at grade and no known areas of wetlands.
Shape	Irregular
Soil Conditions	The soil conditions observed at the subject appear to be typical of the region and adequate to support development.

Site Utilities	
Adequacy of Utilities	The subject's utilities are typical and adequate for the market area.
Water Supply Type	Public
Sewer Type	Public

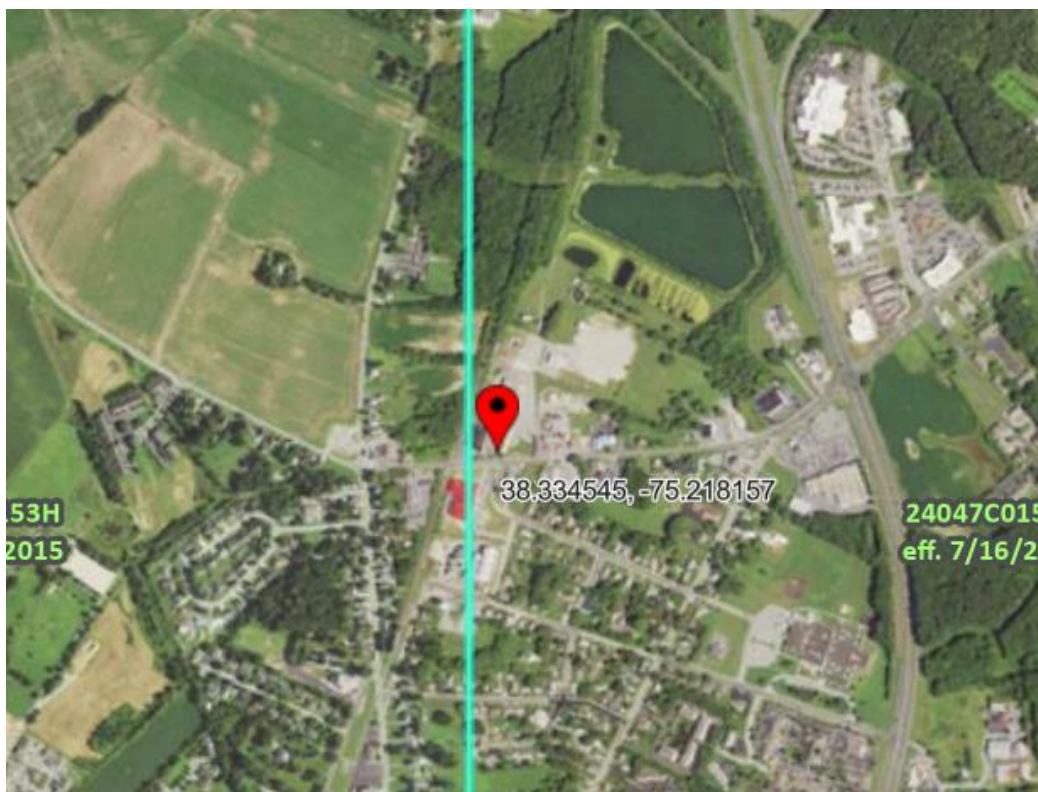
Comments: The existing improvements on the subject site are 79,547 SF in size. There is a \$500,000 demolition grant pending to raze the existing improvements. This equates to \$6.28/SF. According to Marshall and Swift, demolition costs for Class C buildings are between \$5.52/SF and \$8.21/SF and Class S buildings are between \$4.21/SF and \$6.97/SF. The grant amount falls within this range. Nevertheless, the appraisers are not experts at estimating demolition costs, and in the absence of a specific cost estimate from a qualified professional, it is difficult to judge what the final costs will be.

Marshall and Swift, Section 66, Page 11

BUILDING DEMOLITION			
(Cost range per square foot)			
Class A:	6.97 - 10.20	Class D:	4.66 - 7.20
Class B:	9.09 - 12.50	Class S:	4.21 - 6.97
Class C:	5.52 - 8.21	Gutting only:	9.67 - 30.25
Small residences, total cost (approximately 1,000 - 1,500 sq. ft. per floor):			
1-story:	4700.00 - 11000.00	2-story:	6200.00 - 15100.00
		3-story:	8350.00 - 18300.00

Site Hazards	
FEMA Map #	24047C0154H
FEMA Map Date	7/16/2015
Flood Zone	X
Flood Zone Comments	The subject is not in a flood hazard zone.
Encumbrance / Easement Description	There are no known adverse encumbrance or easement issues. Please reference the Limiting Conditions and Assumptions section of this report.
Environmental Issues	There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

FEMA Flood Map



Legal Description

A professional surveyor and / or legal counsel should verify the following legal description before relying upon, or using it as part of any conveyance, or any other document. This legal description was obtained from sources deemed reliable and is assumed accurate.

Parcels 52, 57, and 410- 6717/453

Beginning for this description at a point located on the northerly right-of-way line of Maryland Route 346 (old Rte 50), being 30 feet wide, and the easterly right-of-way line of the Maryland & Delaware Railroad company, 33 feet from the centerline of the main track, thence with the easterly right-of-way line of said railroad 1) North 25 degrees 36 minutes 10 seconds East, 1974.38 feet to a point and the beginning of a curve to the left having a radius of 3354.24 feet, the following chord bearing and distance, 2) North 19 degrees 44 minutes 54 seconds East, 684.29 feet to a point, thence 3) North 13 degrees 53 minutes 38 seconds east, 324.72 feet to an iron pipe located on the southerly right-of-way line of U.S. Route 113; thence with said U. S. Route 113, 4) South 38 degrees 17 minutes 40 seconds East, 1000.79 feet to a point, thence 5) South 23 degrees 34 minutes 00 seconds east, 248.62 feet to a point, thence 6) South 07 degrees 46 minutes 00 seconds East, 363.87 feet to a point; thence 7) North 82 degrees 09 minutes 15 seconds East, 42.00 feet to a point and the beginning of a curve to the left having a radius of 7739.46 feet, the following chord bearing and distance, 8) South 10 degrees 04 minutes 00 seconds East, 599.85 feet to a point, thence 9) South 12 degrees 17 minutes 15 seconds East, 381.15 feet to a point and the lands of Pariraj, LLC, formerly owned by Muhanad and Khitam Hamad; thence with said lands 10) South 58 degrees 05 minutes 36 seconds West, 168.52 feet to an iron rod and cap; thence 11) South 32 degrees 08 minutes 58 seconds East, 271.59 feet to a point located on the northerly right-of-way line of Maryland Route 346 (old Rte. 50); thence with said road 12) South 57 degrees 43 minutes 36 seconds West, 84.35 feet to a point and the lands of Berlin Land Associates, LLC; thence with said lands 13) North 32 degrees 04 minutes 24 seconds West, 194.00 feet to a point; thence 14) South 62 degrees 08 minutes 09 seconds West, 47.39 feet to an iron rod and cap; thence 15) North 48 degrees 45 minutes 01 seconds West, 97.80 feet to an iron rod and cap; thence 16) South 39 degrees 34 minutes 59 seconds West, 97.00 feet to a point; thence 17) North 55 degrees 03 minutes 43 seconds West, 300.82 feet to an iron rod and cap; thence 18) South 30 degrees 53 minutes 36 seconds West, 114.24 feet to a concrete marker and the lands now or formerly of Katharine E. Birch; thence with said lands 19) South 89 degrees 59 minutes 03 seconds West, 198.78 feet to a concrete marker; thence 20) South 30 degrees 50 minutes 49 seconds West, 236.53 feet to a concrete marker and the lands of William G. Williams III and David C. Williams; thence with said lands 21) North 58 degrees 55 minutes 21 seconds West, 204.45 feet to a concrete marker and the lands of Old OC Blvd. Partners; thence with said lands part way and then with the lands of the Mayor and Council of Berlin 22) North 59 degrees 14 minutes 16 seconds West, 580.60 feet to a point; thence continuing with the lands of the Mayor and Council of Berlin part way and with the lands of Park Oak-Kwang & Soon-Ae 23) South 05 degrees 19 minutes 26 seconds West, 486.51 feet to a point located on the northerly right-of-way line of Maryland Route 346; thence with said road 24) North 85 degrees 46 minutes 35 seconds West, 465.40 feet to a point and the place of beginning, containing 68.22 acres of land, be the same more or less, EXCEPTING THEREFROM ALL THAT LOT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS "Lot A" on the plat entitled "Subdivision Plat of Lands of Berlin Properties North, LLC", by L. E. Bunting Surveys, Inc., Surveyor, dated May 6, 2008, and recorded among the Land Records of Worcester County, Maryland, in Plat Book 226, page 70, containing 6.527 acres, more or less, said parcel having been granted unto County Commissioners of Worcester County, Maryland, by Berlin Properties North, LLC, by Deed dated October 29, 2008, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 5166, folio 010, *et seq.* Said property having the Tax Identification Nos. 03-014819, 03-035107, 03-14860, 014860.

Real Estate Taxes

The subject property has been assessed and taxed by the governmental agencies that have authorization to levy taxes within the jurisdiction. The figures below represent the most recent data available.

Tax Summary	
Taxing Authority	Town of Berlin and Worcester County
Assessment Year(s)	2023-2024

Real Estate Assessment and Taxes					
Tax ID	Land	Improvements	Other	Total Assessment	Taxes
03-014800	\$710,200	\$420,200	\$0	\$1,130,400	\$65

Real estate taxes are a primary mechanism used by local government to gather the monies needed to fund operations. Too little funds can limit governmental services. Excessive tax burden can hinder real estate values.

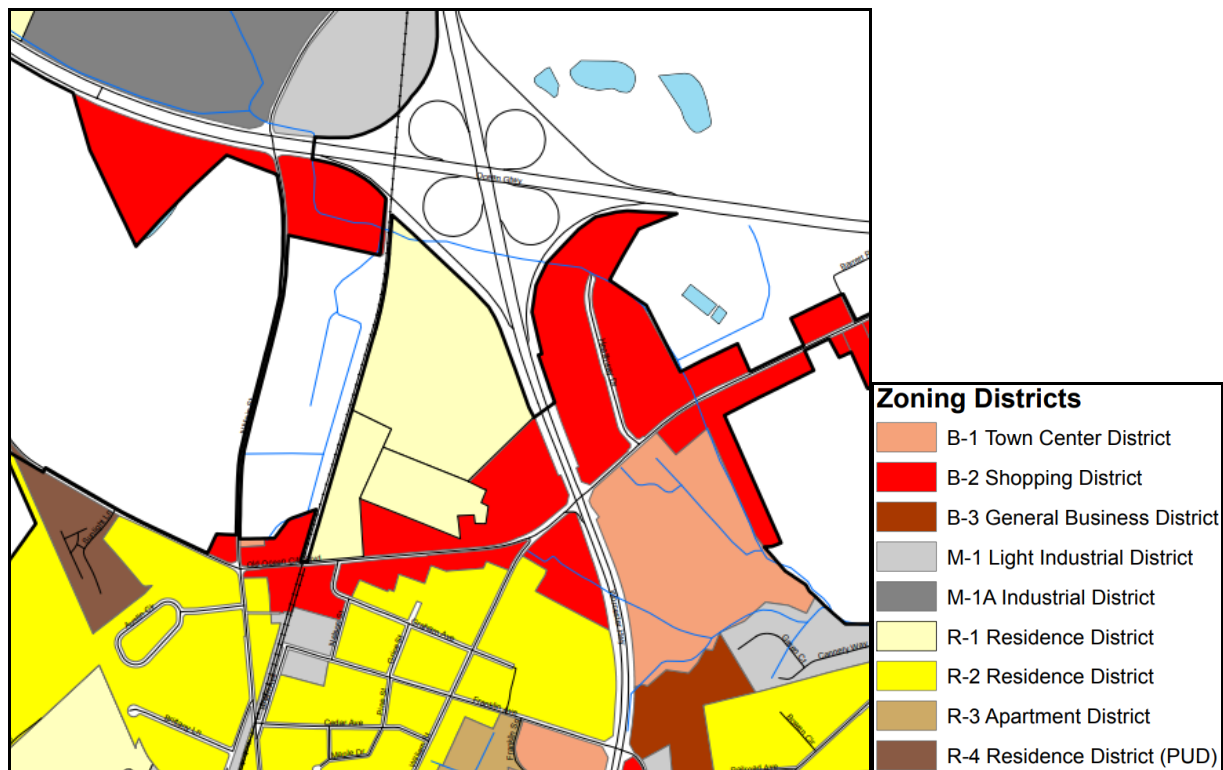
The owner does not pay annual county/city taxes due to its government entity but there is a small amount due each year for the tax ditches.

According to the County Treasurer's Office, there are no delinquent taxes associated with the subject. Based on the scope of this assignment, any pending tax liens are not considered in the value conclusion. The implied market value is higher lower than the value conclusion shown in this report but is considered typical of current assessment policies and practices. The 2023 taxes have been paid in full.

Zoning

Zoning Summary	
Zoning Authority	Town of Berlin
Zoning District	B-2 Shopping District
Zoning Code	<p>The following uses shall be permitted and the following regulations and the applicable regulations contained in the other articles shall apply in the B-2 Shopping District. All principal permitted uses and conditional uses shall require site plan review in accordance with article V of this chapter, site plan review.</p> <p>Principal permitted uses include the following: any principal use or structure permitted and as regulated in the B-1 District, boardinghouses or lodgings, bed-and-breakfasts, hotels and motels, any community retail business or service establishment, tourist homes and produce stands, taverns, nightclubs, drive-in eating and drinking establishments, summer gardens and road houses, including entertainment and dancing, automobile parking lots, repair shops or general garages, automobile, tire, battery, recreational vehicle and implement establishments for display, hire, sale or general repair, including sales lots, animal hospitals, veterinary clinic or kennel, bakery, laundry and clothes cleaning and dyeing establishment, wholesale business, warehousing, storage and distributing establishments, except for flammable liquids, paints or explosives, municipally owned electric, communication, water, sewer, gas and fuel transmission lines and necessary equipment and buildings incidental thereto, any other retail business or service establishment which is determined by the board of appeals to be of the same general character as those specified herein, but not including any use of a class first permitted in a B-3 or M District, and churches and parish houses.</p>
Current Use Legally Conforming	The subject will be a legal and conforming use subject to the hypothetical condition.
Zoning Comments	A copy of the applicable section of the Town of Berlin Zoning Code can be found in the addenda. Minimum lot sizes and setbacks vary depending on use, please reference the applicable section of the code.

Zoning Map



*We have utilized the hypothetical condition that the subject's zoning is B-2 Shopping District.

Highest and Best Use

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The concept of Highest and Best Use is based upon four major criteria, which are summarized below.

1. **Legally Permissible:** The use must be legal or probable. That is, the use must conform to existing zoning restrictions, or there must be a reasonable likelihood a rezoning or variance may be granted. Private deed restrictions must not be violated
2. **Physically Possible:** The use must also be physically possible to develop. Physical attributes commonly considered include size, shape, access, flood potential, topography, and availability of utilities.
3. **Financially Feasible:** Land may be developed with different uses. Only those uses, which produce a positive net return over time with acceptable risk, are deemed financially viable. This use must not depress surrounding property values.
4. **Maximally Productive:** Of all uses that survive the first three tests, there is only one use, which produces the greatest return with the least risk. This single use represents the property's Highest and Best Use. Supply and demand are constantly fluctuating, so it is common for a property's highest and best use to change.

The following tests must be met in estimating the highest and best use of the subject as though vacant: the potential use must be physically possible and legally permissible, there must be a profitable demand for such a use, and it must return to the land the highest net return for the longest period of time. These tests have been applied to the subject site and are discussed as follows:

Highest and Best Use

Legally Permissible

The site is zoned B-2 Shopping District based on the hypothetical condition. Permitted uses include a variety of retail, service, commercial and manufacturing uses and other related accessory uses. To the best of our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Financially Feasible

The determination of financial feasibility is dependent primarily upon the relationship of supply and demand. Based on our analysis, demand for most property types allowed under the current zoning classification is adequate and overall price levels yes sufficient to support new construction in the overall market.

Maximally Productive

Based on the three criteria previously discussed, we are of the opinion that the most prudent use of the subject site as vacant would be commercial use. Accordingly, it is our opinion that is the maximally productive use of the property would be commercial use.

Conclusion

Development of the site for commercial use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as vacant.

The most probable buyer of the subject as vacant would be an investor seeking cash flow and timing for development would be immediate (0-2 years).

Valuation Analysis

Sales Comparison Approach- Land Value

Introduction

The best method of valuing vacant land is the sales comparison approach. Sales of similar sites are gathered and compared to the parcel being appraised. Differences affecting value are noted. Adjustments to compensate for dissimilarities are applied to applicable transactions. Adjusted comparables produce an indication of market value for the subject site.

We have considered numerous comparables for this analysis, the sales selected are summarized on the following pages. All sales have been researched through various sources, adequately verified, and considered a reliable indication of market expectations. We focused our search on commercial land comparables in the nearby market areas.

Land Sales Location Map



Legend	Address	City	Distance
Subject	10009 Old Ocean City Boulevard	Berlin	
Comp 1	9933 Old Ocean City Boulevard	Berlin	.06 miles
Comp 2	11143 Grays Corner Rd	Berlin	2.79 miles
Comp 3	Ocean Gateway	Berlin	.59 miles
Comp 4	Stephen Decatur Hwy	Ocean City	5.43 miles
Comp 5	Stephen Decatur Highway	Ocean City	5.22 miles
Comp 6	Racetrack Road	Berlin	3.39 miles

Land Comparable Data Sheets

Land Comparable 1



Transaction

ID	45613	Date	12/30/2022
Address	9933 Old Ocean City Boulevard	Price	\$359,000
City	Berlin	Price Per Acre	\$176,760
County	Worcester	Property Rights	Fee Simple
State	MD	Financing	Conventional
Grantor	A B P Limited Partnership	Conditions of Sale	Normal
Grantee	Willow Park LLC	Sale Verification Source	Tax Record/Appraiser's File
Tax ID	03-016994	Days on Market	Private Sale
Book/Page or Reference Doc	8515/392	Legal Description	0025/0009/0193

Site

Land SF	88,470	Topography	Level
Acres	2.03	Zoning	B-2
Road Frontage	185.16	Flood Zone	X
Shape	Irregular	Encumbrance or Easement	None Noted
Utilities	Public	Environmental Issues	None Noted

Comments

This property is 2.03 acres of vacant commercial land located on Old Ocean City Boulevard within the corporate limits of Berlin, Maryland. The property conveyed with four EDUs, three of which the seller had been paying taxes on and are ready to be used. The property was listed in 2020, MDWO114996, for a little over a year before the listing expired at \$345,000. This was a private sale. There have been no other known transfers in the past three years. This property has been appraised by our office.

Land Comparable 2



Transaction

ID	40770	Date	10/3/2022
Address	11143 Grays Corner Rd	Price	\$165,000
City	Berlin	Price Per Acre	\$91,667
County	Worcester	Property Rights	Fee Simple
State	MD	Financing	Conventional
Grantor	Thomas S Cropper Sr.	Conditions of Sale	Normal
Grantee	Mustafa Nawaz	Sale Verification Source	MLS, Tax Record, Deed
Tax ID	03-010805	Days on Market	2
Book/Page or Reference Doc	8475/308	Legal Description	0021/0019/0264

Site

Land SF	78,408	Topography	Level
Acres	1.80	Zoning	C-2
Road Frontage	Ample	Flood Zone	X
Shape	Rectangular	Encumbrance or Easement	None Noted
Utilities	Private	Environmental Issues	None Noted

Comments

This property is located on Grays Corner Road, just north of Route 50, aka Ocean Gateway in Berlin, Maryland. It consists of 1.80 acres with C-2 General Commercial District Zoning outside the corporate limits of Berlin. It previously transferred in January 2021 for \$0 in a non-arm's length transfer. There is a single family dwelling located on the property with no contributory value. Per the tax records, there have been no other transfers in the last three years. It was listed, MLS #MDWO2009914, for \$165,000 and sold for \$165,000, after two days on market.

Land Comparable 3



Transaction

ID	40768	Date	9/6/2022
Address	Ocean Gateway	Price	\$475,000
City	Berlin	Price Per Acre	\$316,667
County	Worcester	Property Rights	Fee Simple
State	MD	Financing	Conventional
Grantor	Cox 181 Midway LLC	Conditions of Sale	Ext. DOM
Grantee	Hebron Savings Bank	Sale Verification Source	MLS, Tax Record, Deed
Tax ID	03-018032	Days on Market	1695
Book/Page or Reference Doc	8462/352	Legal Description	0025/0003/0043

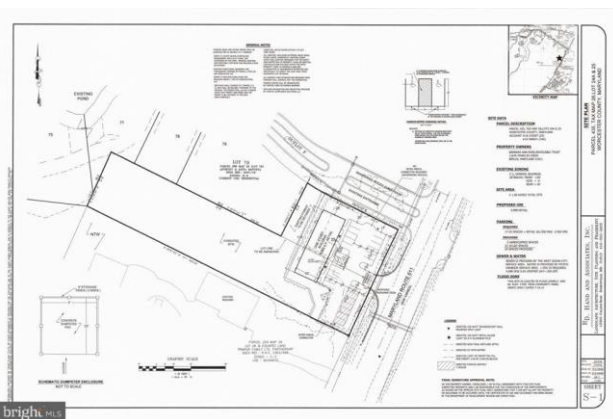
Site

Land SF	65,340	Topography	100% Cleared
Acres	1.50	Zoning	B-2
Road Frontage	Ample	Flood Zone	X
Shape	Rectangular	Encumbrance or Easement	None Noted
Utilities	Public	Environmental Issues	None Noted

Comments

This property is located at the intersection of Route 50, aka Ocean Gateway and Route 818, aka Main Street in Berlin, Maryland. It consists of 1.50 acres with B-2 Shopping District Zoning within the corporate limits of Berlin. Includes town water & sewer. Per the tax records, there have been no other transfers in the last three years. It was listed, MLS #1001563486, for \$549,000 and sold for \$475,000, after 1,695 days on market.

Land Comparable 4

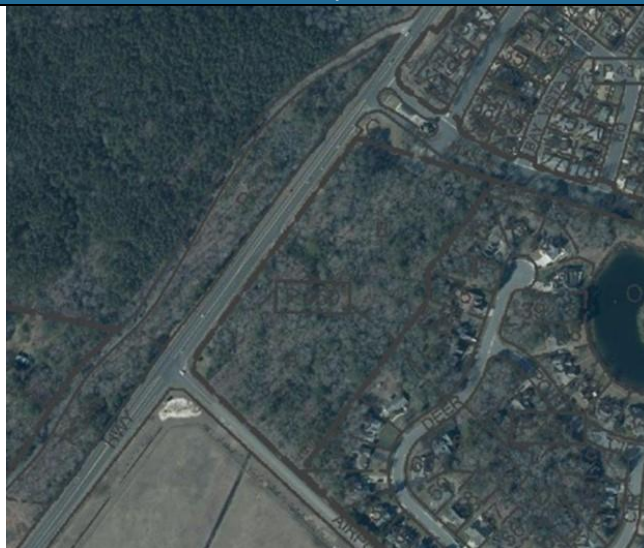


Transaction			
ID	36694	Date	7/13/2022
Address	Stephen Decatur Hwy	Price	\$325,000
City	Ocean City	Price Per Acre	\$207,363
County	Worcester	Property Rights	Fee Simple
State	MD	Financing	Conventional
Grantor	Barbara Ann Ross Revocable Trust	Conditions of Sale	Ext. DOM
Grantee	MSZY, LLC	Sale Verification Source	Tax Records MLS
Tax ID	10-376297 & 10-389631	Days on Market	474
Book/Page or Reference Doc	8423/276	Legal Description	0026/0012/0435 Lots 25 & 24A
Site			
Land SF	68,272	Topography	Level
Acres	1.57	Zoning	C-2
Road Frontage	Ample	Flood Zone	X
Shape	Irregular	Encumbrance or Easement	None Noted
Utilities	Public	Environmental Issues	None Noted

Comments

This commercial land is located on Stephen Decatur Highway (Route 611) caddy corner from the Sunset Avenue intersection, in West Ocean City, MD. It is 1.567 acres combined in two parcels that are zoned C-2. It was listed under two MLS listings beginning in September 2019 for \$420,000, expired and relisted in December 2020 for \$420,000. It went into pending status in July 2021 but returned back on the market in September 2021. It was reduced to \$350,000 in February 2022 and went under contract again in April 2022 and June 2022 before closing in July 2022 for \$325,000 MLS# MDWO118852. Per the tax records, there have been no other transfers in the last three

Land Comparable 5



Transaction

ID	19230	Date	1/31/2022
Address	Stephen Decatur Highway	Price	\$850,000
City	Ocean City	Price Per Acre	\$91,694
County	Worcester	Property Rights	Fee Simple
State	MD	Financing	Conventional
Grantor	Lower Shore Land Trust Inc.	Conditions of Sale	Normal
Grantee	Mayor and City Council of Ocean	Sale Verification Source	MLS/Deed
Tax ID	10-367026 & 10-367034	Days on Market	266
Book/Page or Reference Doc	8316/203	Legal Description	0026/0018/0450

Site

Land SF	403,801	Topography	Level
Acres	9.27	Zoning	C-1
Road Frontage	Ample	Flood Zone	X
Shape	Rectangular	Encumbrance or Easement	None Noted
Utilities	Public	Environmental Issues	None Noted

Comments

This sale included two parcels of commercial land located on Stephen Decatur Highway in Ocean City, Maryland. Both were listed separately, MLS #MDWO119088 and #MDWO119090, for \$550,000 each, and sold together for \$850,000 after 266 days on market. Although it was purchased by a municipality, the sales transferred at market rates. The property was slated for residential development. When that project did not move forward, it was purchased by the Town of Ocean City due to its proximity to the Ocean City Municipal Airport. There are some areas of wetlands in the woodlands. It previously transferred in December 2019 for no consideration. There are no other known transfers in the past three years. The property has been appraised by our office.

Land Comparable 6



Transaction

ID	7188	Date	8/17/2021
Address	Racetrack Road	Price	\$1,300,000
City	Berlin	Price Per Acre	\$113,043
County	Worcester	Property Rights	Fee Simple
State	MD	Financing	Conventional
Grantor	George & Mildred Parsons	Conditions of Sale	Ext. DOM
Grantee	589 Group, LLC	Sale Verification Source	MLS, Tax Record, Deed
Tax ID	03 011933	Days on Market	1128
Book/Page or Reference Doc	8143/29	Legal Description	0021/0014/0072







Site

Land SF	500,940	Topography	100% Cleared
Acres	11.50	Zoning	C-2
Road Frontage	Ample	Flood Zone	X
Shape	Irregular	Encumbrance or Easement	None Noted
Utilities	Public	Environmental Issues	None Noted

Comments

This commercial land is located on the east side of Route 589 in Berlin, MD. It is 100% cleared land. This land was purchased for the development of a proposed shopping center with 26,000 SF grocery anchor, 1,200-20,000 SF retail strip and 5 proposed freestanding pad sites totaling 5,500 SF. Per the tax records, there have been no other transfers in the last three years. It was listed in June 2016 for \$1,791,900, MLS #1001562402 and went into pending status on July 23, 2019. It remained a pending sale for two years while approvals were completed. The property was re-zoned from A-1 to C-2. This property has been appraised by our office. This was an estate sale.

Summary of Comparable Land Sales and Adjustments

Land Analysis Grid	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6
							
Address	10009 Old Ocean City Boulevard	9933 Old Ocean City Boulevard	11143 Grays Corner Rd	Ocean Gateway	Stephen Decatur Hwy	Stephen Decatur Highway	Racetrack Road
City	Berlin	Berlin	Berlin	Berlin	Ocean City	Ocean City	Berlin
State	MD	MD	MD	MD	MD	MD	MD
Date	8/10/2023	12/30/2022	10/3/2022	9/6/2022	7/13/2022	1/31/2022	8/17/2021
Price	N/A	\$359,000	\$165,000	\$475,000	\$325,000	\$850,000	\$1,300,000
Acres	9.35	2.03	1.80	1.50	1.57	9.27	11.50
Acre Unit Price	N/A	\$176,760	\$91,667	\$316,667	\$207,363	\$91,694	\$113,043
Transaction Adjustments							
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Conventional	0.0%	Conventional	0.0%	Conventional	0.0%
Conditions of Sale	Cash	Normal	0.0%	Normal	0.0%	Ext. DOM	0.0%
Expend. After Sale		\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Acre Unit Price		\$176,760	\$91,667	\$316,667	\$207,363	\$91,694	\$113,043
Market Trends Through	8/10/2023	0.0%	0.0%	0.0%	0.0%	0.0%	2.0%
Characteristics Adjustments							
Location	Berlin	Similar	Inferior	Superior	Superior	Superior	Similar
% Adjustment		0%	10%	-30%	-10%	-10%	0%
\$ Adjustment		\$0	\$9,167	-\$95,000	-\$20,736	-\$9,169	\$0
Acres	9.35	2.03	1.80	1.50	1.57	9.27	11.50
% Adjustment		-15%	-15%	-15%	-15%	0%	5%
\$ Adjustment		-\$26,514	-\$13,750	-\$47,500	-\$31,104	\$0	\$5,765
Topography	Level	Similar	Similar	Similar	Similar	Inferior	Similar
% Adjustment		0%	0%	0%	0%	10%	0%
\$ Adjustment		\$0	\$0	\$0	\$0	\$9,169	\$0
Utilities	Public	Public	Private	Public	Public	Public	Public
% Adjustment		0%	10%	0%	0%	0%	0%
\$ Adjustment		\$0	\$9,167	\$0	\$0	\$0	\$0
Zoning	B-2	B-2	C-2	B-2	C-2	C-1	C-2
% Adjustment		0%	0%	0%	0%	0%	0%
\$ Adjustment		\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Acre Unit Price		\$150,246	\$96,250	\$174,167	\$155,522	\$91,694	\$121,070

Comparable Land Sale Adjustments

The subject and all cited comparable sales share generally similar characteristics and are considered comparable to the subject. These commonalities justify inclusion of these transactions in this analysis. Often there are differences between the property appraised (the subject) and a comparable sale. When the dissimilarity affects value, an adjustment to the sale price of the comparable is necessary.

Property Rights

Agreements or laws create partial interests in real estate. A deed restriction or life estate usually reduces rights and value. If the subject is not affected by these limitations and a comparable is, then the comparable's sale price needs an upward property rights adjustment. In another situation, unfavorable leases eliminate a landlord's right to collect market rent, so the real estate sells for a below-market price. If the property appraised has no lease adversities and a comparable does have unfavorable leases, then the comparable requires upward adjustment. No corrections needed.

Financing

Sub-market financing is a common technique used to finance the acquisition of real estate during periods of high interest rates. When non-market financing is used, the financing may be favorable to the buyer so the sale price is inflated. The escalated price can be envisioned as a composite of the worth of real estate plus the value of advantageous financing. Since value created by financing is not real property, the contribution of the advantageous financing must be deducted from total sale price to derive market value for just the realty. On the opposite hand, there are instances where the buyer assumes unfavorable financing, so the sale price is diminished. In the latter case, an upward adjustment must be applied to the sale price of the comparable thusly deriving the market value of the real estate. No adjustments necessary.

Conditions of Sale

An adjustment for conditions of sale is necessary when a criterion of market value is violated. It could compensate for unusual buyer or seller motivations. For instance, when a seller gives a buyer an atypical rebate, discount, credit, or something of value to induce a conveyance, the sale price is usually inflated. In this case, it is logical to deduct the worth of the giveback from the sale price. Residual sums represent the property's market value. In another scenario, a buyer may pay a premium to facilitate an assemblage. In this instance, the premium must be deducted from the sale price to derive market value for that conveyance. Sales 3, 4, and 6 had extended days on market but all appeared to have sold within market ranges. This is due to being put on and off the market as well as pending agreements. The remaining comparables had normal conditions of sale, no adjustments needed.

Market Conditions

Adjustments for market conditions are commonly referred to as time adjustments, but this is misleading. Value does not change due to the passage of time; sometimes it remains stable. Often real estate values fluctuate due to changes in supply and demand, interest rates, employment, and/or inflation. This type adjustment compensates for change in market conditions between a sale's transaction date and a later point in time.

In order to determine an appropriate adjustment for marketing conditions, we have researched the market and observed general market conditions. Our research has revealed that market conditions have stabilized after a period of increase in recent years. From 2020 to 2021, average property sales in the Berlin market area rose 17%. Therefore, we have applied a 0.5% per month upward adjustment to Comp 6 between the sale date and January 2022. No further adjustments were warranted.

Location

Each property was rated to the subject for locational aspects such as value growth potential, access, and general desirability. Those transactions with superior locations were adjusted downward and vice versa. An upward adjustment was made to Sale 2 for its inferior location on a less trafficked thoroughfare. On the other hand, downward adjustments were made to Sales 3, 4, and 5 for their superior locations on busier thoroughfares and/or in closer proximity to the beach resort areas.

Physical Attributes

Myriad physical characteristics can affect land value. Some examples are lot size, shape, site orientation, availability of utilities, and soil conditions. Those sales with superior physical qualities warrant downward adjustment and vice versa.

Land Size

Property size is an influential variable. Often an inverse relationship exists between price and size. That is, the larger the allowable area, the lower the price per unit square foot selling price, all other things being equal. Downward adjustments were made to Sales 1, 2, 3, and 4 for their smaller land sizes. On the other hand, an upward adjustment was made to Sale 6 for its larger land size.

Topography

Topography of land specifically involves the terrain, the three-dimensional quality of the surface and the identification of specific landforms. Properties with flat topography are generally more desirable as opposed to rolling or sloped topography, which can limit development and use of the site. Sale 5 was given an upward adjustment for its wetlands which will diminish the overall utility of the site.

Utilities

The subject has public utilities. An upward adjustment was made to Sale 2 for its inferior private utilities,

Zoning

The zoning classification assigned to a particular property can have a significant effect on value. The subject and all comparables have similar commercial zoning, no adjustments needed.

Land Value Conclusion

Land Value Ranges & As Is Reconciled Value				
Number of Comparables:	6	Unadjusted	Adjusted	% Δ
Low:		\$91,667	\$91,694	0%
High:		\$316,667	\$174,167	-45%
Average:		\$166,199	\$131,491	-21%
Median:		\$144,902	\$135,658	-6%
Reconciled Value/Unit Value:			\$130,000	acre
Subject Size:			9.35	
Indicated Value:			\$1,215,500	
Reconciled Final As Is Value:			\$1,200,000	
One Million Two Hundred Thousand Dollars				

This adjusted sales prices vary from \$91,694/acre to \$174,167/acre, with an average price of \$131,491/acre and a median price of \$135,658/acre. Sale 3 was given little weight due to its small site size and superior location. The remaining comparables were given weight as they are indicative of current trends. Due to the subject's location, size, and zoning, as well as consideration of all factors pertaining to and influencing land values, we have concluded a market value for the subject site as vacant at \$130,000/acre or \$1,200,000.

We also note a pending sale of 12 acres between The Lions Den, Inc. (seller) and Worcester County (buyer) for \$1,268,400, or \$105,700/acre. This supports our value conclusion due to the smaller site size and inferior residential zoning of the pending transaction in relation to the subject.

Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Summary of Values	
Value Premise	As Is
Date of Value	8/10/2023
Value Type	Market Value
Value Perspective	Current
Interest Appraised	Fee Simple
Land Analysis	\$1,200,000
Value Conclusion:	\$1,200,000

A cost approach provides an approximation of the depreciated reconstruction cost of the improvements. Added thereto is the worth of the land as though vacant. This approach is most applicable for new, or like new structures due to less uncertainty when estimating reconstruction cost or depreciation, if any. As building age increases, depreciation based on visual observation, becomes subjective. Additionally, the transference of real estate is seldom negotiated on a depreciated cost basis.

In the sales comparison approach to value, sales of similar type properties are compared to the property being appraised. This approach is very significant because it directly reflects the actions of buyers and sellers in the marketplace. It reflects economic conditions, acceptance, or rejection of various features, and trends of general desirability. This methodology is a true measure of supply and demand, accounting for all influential forces affecting the market.

The income approach is most appropriate where the primary acquisition criterion is a flow of income dollars. This methodology forecasts income that is converted into value via capitalization. It is not very appropriate for properties bought by an owner / user. An owner / user generally purchases real estate for his / her own occupancy and use. Net income and capitalization rates are of little importance to this buyer type.

The sales comparison approach is considered most applicable for this type and size property in this vicinity. Therefore, our final market value opinion for the subject real estate is as follows:

Premise	Value Conclusions			
	Interest Appraised	Effective Date	Value Conclusion	Market Exposure
Market Value Subject to a Hypothetical Condition	Fee Simple	8/10/2023	\$1,200,000	12 months

Exposure and Marketing Time

<i>Term</i>	<i>Definition</i>	<i>Explanation</i>
Exposure Time (Statement 6)	<i>"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."</i>	Backward looking, ends on the effective value date. Based on factual, past events
Marketing Time (Advisory Opinion 7)	<i>"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value during the period immediately after the effective date of the appraisal."</i>	Forward looking, starts on the effective value date. A forecast based on expectancies of future occurrences.

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In light thereof, an estimated exposure time for the subject is 12 months assuming competitive pricing and prudent marketing efforts.

A marketing time estimate is a forecast of a future occurrence. History should be considered as a guide, but anticipation of future events and market circumstances should be the prime determinant. Overall market conditions are expected to remain essentially stable, so a marketing time of 12 months is predicted for the subject.

Certification

The appraisers signing this report make the following certifications to the best of their knowledge and belief.

- The statements of fact contained in this report are true and correct.
- Reported analyses, opinions, and conclusions are limited only by the assumptions and limiting conditions contained within this report, and are the appraisers' personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The appraisers have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- The appraisers have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- This engagement is not contingent upon developing or reporting predetermined results.
- Compensation paid to the appraisers is not contingent upon the development or reporting of a predetermined value, or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- Reported analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP)
- A statement regarding personal inspection of the subject property by each appraiser is listed below. None of the appraisers is a professional property inspector. Furthermore, none of the appraisers has formal training in the use of tools or instruments as part of a professional property inspection. Personal inspection by one or more of the appraisers was limited to just those physical features and attributes that are not hidden or obscure in any fashion by any object or weather condition. None of the appraisers used any tools or instruments, beyond those typically used by appraisers, to probe, study, investigate, detect, or discover any physical feature or attribute that was not clearly visible on the date the property was observed.
- No one provided significant real property appraisal assistance to the appraiser(s) signing this certification.
- The appraisers have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report during the three-year period immediately preceding acceptance of this assignment.

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- After careful consideration of all factors pertaining to and influencing value, the data and analysis thereof firmly supports a final value opinion(s) for the subject property as of August 10, 2023 at \$1,200,000.

Opteon Appraisal, Inc.



Jill Nock Jeffery
Jill.Jeffery@opteonusa.com
Certified General Real Estate Appraiser
MD - 04-11613
Expires 12/6/2025



Kayla Miller
kayla.miller@opteonusa.com
Appraiser Trainee
MD - 06-34159
Expires 2/3/2024

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

1. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
2. No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.
3. All files, work papers and documents developed in connection with this assignment are the property of Opteon Appraisal, Inc.. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
4. No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.
5. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.
6. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
7. Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.
8. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
9. It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
10. The Appraiser is not required to give testimony or produce documents because of having prepared this report unless arrangements are agreed to in advance. If the Appraiser is subpoenaed pursuant to court order or required to produce documents by judicial command, the client agrees to compensate the Appraiser for his appearance time, preparation time, travel time, and document preparation time at the regular hourly rate then in effect plus expenses and attorney fees. In the event the real property appraised is, or becomes the subject of litigation, a condemnation, or other legal proceeding, it is assumed the Appraiser will be given reasonable advanced notice, and reasonable additional time for court preparation.
11. Features of the subject site such as legal description, dimensions, size, etc. were obtained from public records, information provided by the client, professional surveys, and/or other applicable sources. All information obtained therefrom is assumed reasonably correct

12. Details of the improvements thereon including yet not limited to floor plans, construction materials, dimensions, etc. were obtained from appraiser observation and/or measurement, or other sources considered reliable. All are assumed reasonably correct.
13. Any unseen spaces are assumed to have physical condition and construction quality similar to that in observed spaces. It is further assumed the subject has no hidden defects. The appraiser(s) did not attempt to study, dig, probe, investigate, detect, remove materials, or discover unfavorable physical features.
14. If applicable, income information was provided by ownership, their representatives, or the client. Real estate tax information for the subject was obtained from a reputable source and is assumed correct. All information from any credible source is assumed reasonably correct. Moreover, this information is assumed the most recent that is expeditiously available to the public.
15. Unless stated otherwise, this appraisal assumes any water systems to the subject possess sufficient capacity to serve the intended use of the improvements, if any. This appraisal also assumes the water is potable and non-contaminated. If these systems were inadequate to serve the subject's intended use, then the subject's value and marketability could be adversely affected.
16. Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.
17. Effective January 26, 1992, the Americans with Disabilities Act (ADA) - a national law, affects all non-residential real estate or the portion of any property, which is non-residential. The Appraiser has not observed the subject property to determine whether the subject conforms to the requirements of the ADA. It is possible a compliance survey, together with a detailed analysis of ADA requirements, could reveal the subject is not fully compliant. If such a determination was made, the subject's value may or may not be adversely affected. Since the Appraiser has no direct evidence, or knowledge pertaining to the subject's compliance or lack of compliance, this appraisal does not consider possible noncompliance or its effect on the subject's value.
18. Flood hazards are detailed elsewhere in this report. Except as enumerated herein, the appraiser(s) were not given the results of any environmental testing on or near the property being appraised. Neither observation of the subject property, or research conducted as part of a typical real estate appraisal suggest the presence of any hazardous substance or detrimental environmental condition affecting the subject. Nearby sites were not investigated to determine whether they are contaminated. Public information and other Internet sources were not researched to determine the presence of hazardous substances or detrimental environmental conditions in the subject's vicinity.
19. Federal, State, and local laws concerning any hazardous substance or gas are sometimes contradictory. Therefore, any needed clean up should comply with the most stringent laws. The appraiser(s) are not informed or trained in environmental legalities. It is assumed no hazardous substance or gas adversely affects the subject real estate. If the subject is adversely influenced by a hazardous condition, then the subject's market value would be impaired. The presence of any hazardous condition usually diminishes market value. The value opinion formed in this report assumes there is no environmental hazard affecting the subject real estate. No responsibility is assumed by the appraiser(s) or the company for any hazard, or for any expertise required to discover any environmentally hazardous condition. Our client is urged to retain an expert in this field, if desired.

Addenda

Appraisers Qualifications & Licenses



PROFESSIONAL QUALIFICATIONS

JILL NOCK JEFFERY

SENIOR VICE PRESIDENT - COMMERCIAL VALUATION

OFFICE:

- ❖ Office Address: 600 Glen Avenue, Suite 103, Salisbury, Maryland, 21804
- ❖ Phone: 410.912.2049; Fax: 410.543.9100
- ❖ Email: jill.jeffery@opteonusa.com
- ❖ Web: www.opteonusa.com
- ❖ Service Area: Delaware, Maryland, Virginia and Pennsylvania

EDUCATION:

- ❖ Salisbury State University, B.A.
- ❖ Salisbury University, M.A.

APPRAISAL EDUCATION:

- ❖ Various providers including Wor-Wic Community College, McKissock and the Appraisal Institute

PROFESSIONAL AFFILIATIONS:

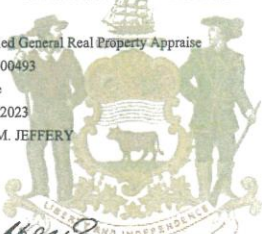
- ❖ Certified General Appraiser - State of Maryland: #11613
- ❖ Certified General Real Property Appraiser - State of Delaware: #X1-0000493
- ❖ Certified General Appraiser - Virginia: #4001017899
- ❖ Certified General Appraiser - Pennsylvania: #GA004503
- ❖ Appraisal Institute - Candidate for Designation

EXPERIENCE:

- ❖ 1987 - 1992 Mason, Fenwick & Lawrence, Washington, D.C.
- ❖ 1992 - 1997 Morgan, Lewis & Bockius, LLP, Washington, D.C.
- ❖ 2000 - 2003 Salisbury University, Nabb Research Center, Salisbury, MD
- ❖ 2003 - Date Opteon USA/Valucentric/The Trice Group, Salisbury, MD
- ❖ 2014 - Date Advisory Board Member, SFdS Appalachia Service Project

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
PROFESSIONAL LICENSE

LICENSE TYPE: Certified General Real Property Appraiser
LICENSE NUMBER: X1-0000493
LICENSE STATUS: Active
EXPIRATION DATE: 10/31/2023
ISSUED TO: JILL M. JEFFERY


Jill M. Jeffery
LICENSEE SIGNATURE NOT TRANSFERABLE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

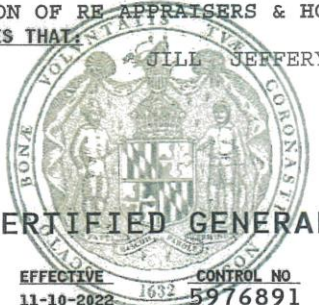


LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND
MARYLAND DEPARTMENT OF LABOR

Lawrence J. Hogan, Jr.
Governor
Roy K. Rutherford
Lt. Governor
Tiffany P. Robinson
Secretary

COMMISSION OF REAL APPRAISERS & HOME INSPECTORS
CERTIFIES THAT



IS AN AUTHORIZED: 04 - CERTIFIED GENERAL

LIC/REG/CERT
11613

EXPIRATION
12-06-2025

EFFECTIVE
11-10-2022

CONTROL NO
5976891

Jill Jeffery
Signature of Licensee

Tiffany P. Robinson
Secretary


WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES


COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
10-31-2023

NUMBER
4001017899

REAL ESTATE APPRAISER BOARD
CERTIFIED GENERAL REAL ESTATE APPRAISER


JILL M JEFFERY
27220 PATRIOT DR
SALISBURY, MD 21801


Mary Bruce Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO BOX 2649 Harrisburg PA 17105-2649

23 0037257

License Type
Certified General Appraiser

JILL MICHELLE JEFFERY
27220 PATRIOT DRIVE
SALISBURY, MD 21801


License Status
Active


Initial License Date
06/08/2020

License Number
GA004503

Expiration Date
06/30/2025




Acting Commissioner Arion R. Claggett


Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S. § 4911



PROFESSIONAL QUALIFICATIONS

Kayla Miller – Appraiser Trainee

- ❖ Office Address: 600 Glen Avenue, Suite 103, Salisbury, Maryland, 21804
- ❖ Phone: 410-585-4870
- ❖ Email: Kayla.Miller@opteonusa.com
- ❖ Service Area: Delaware, Maryland

EDUCATION:

- ❖ Salisbury University, B.S. (2013-2017)
- ❖ Salisbury University, MBA (2017-2019)
- ❖ McKissock: Basic Appraisal Procedures (2020)
- ❖ McKissock: Basic Appraisal Practices (2020)
- ❖ McKissock: USPAP 2020-2021 (2020)
- ❖ Appraisal Institute: Supervisor-Trainee Class (2020)


PROFESSIONAL AFFILIATIONS:

- ❖ Appraiser Trainee - State of Maryland: # 06-34159
- ❖ Appraiser Trainee - State of Delaware: #X4-0010661

EXPERIENCE:

- ❖ January 2021 - Present Opteon, Inc./Valucentric Salisbury, MD

THIS DOCUMENT IS VOID WITHOUT BLUE BACKGROUND. CONTAINS COPY VOID FEATURE & ARTIFICIAL WATERMARK ON THE BACK.

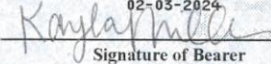
 **Maryland**
DEPARTMENT OF LABOR

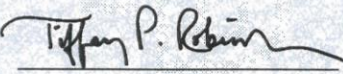
LICENSE * REGISTRATION * CERTIFICATION * PERMIT

STATE OF MARYLAND
MARYLAND DEPARTMENT OF LABOR
COMMISSION OF REAL APPRAISERS & HOME INSPECTORS
CERTIFIES THAT:
KAYLA BROOKE MILLER

IS AN AUTHORIZED: **06- APPRAISER TRAINEE**

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
34159	02-03-2024	02-03-2021	5644299


Signature of Bearer


Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
PROFESSIONAL LICENSE

LICENSE TYPE: Appraiser Trainee
LICENSE NUMBER: X4-0010661
LICENSE STATUS: Active
EXPIRATION DATE: 10/31/2023
ISSUED TO: KAYLA MILLER




LICENSEE SIGNATURE

NOT TRANSFERABLE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO CONDUCT OR ENGAGE IN THE PROFESSION INDICATED ABOVE THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE.

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the Works Cited section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 14th ed. Chicago: Appraisal Institute, 2013.
Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. 2015.

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment (i.e., debt and equity, land and improvements). (Dictionary, 6th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 6th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
 - o CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings.
 - o CAM can refer to all operating expenses.
 - o CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also

called an administrative and marketing fee, can be a substitute for or an addition to a management fee.

2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 6th Edition)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 6th Edition)

Discount Rate

A rate on return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 6th Edition)

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 6th Edition)

Effective Date

1. The date on which the appraisal or review opinion applies. (SVP)

2. In a lease document, the date upon which the lease goes into effect.

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary, 6th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

External Obsolescence

A type of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent (Dictionary, 6th Edition).

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusion. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Functional Obsolescence

The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 6th Edition)

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (Dictionary, 6th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above grade area. (Dictionary, 6th Edition)

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 6th Edition)

Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best legal use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Dictionary, 6th Edition)

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but it is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the revisionary right when the lease expires. (Dictionary, 6th Edition)

Market Area

The geographic region from which a majority of demand comes in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or the competitive market area may be distinguished from the general market area. (Dictionary, 6th Edition)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and reevaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Market Value

A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined, such as the following:

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after a reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.
2. Market value is described, not defined, in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identification of the specific property rights to be appraised.

- Statement of the effective date of the value opinion.
 - Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
 - If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.
3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - Buyer and seller are typically motivated;
 - Both parties are well informed or well advised, and acting in what they consider their best interests;
 - A reasonable time is allowed for exposure in the open market;
 - Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
 - The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.(12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)
 4. The International Valuation Standards Council defines *market value* for the purpose of international standards as follows: The

estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (IVS)

5. The Uniform Standards for Federal Land Acquisitions defines *market value* as follows: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date for the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 6th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary, 6th Edition)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest taxes, depreciation, and amortization) (Dictionary, 6th Edition)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a

continued use; may be either functional or external. (Dictionary, 6th Edition)

Parking Ratio

A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 6th Edition)

Rentable Area

For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 6th Edition)

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 6th Edition)

Scope of Work

The type and extent of research and analyses in an appraisal or appraisal review assignment. (USPAP, 2016-2017 ed.)

Stabilized Occupancy

An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary, 6th Edition)

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed and paid for use by a lessee.

2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 6th Edition)

A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. (Dictionary, 6th Edition)

Vacancy and Collection Loss

List of Abbreviations

Avg	Average
CAM	Common Area Maintenance
Cash Eq.....	Cash Equivalent
CRE.....	Commercial Real Estate
DOM	Days on Market
FEMA.....	Federal Emergency Management Agency
FF	Front Foot
LF	Linear Feet or Linear Foot
MLS	Multiple Listing Service
N/A.....	Not Applicable or Not Available
SF	Square Feet or Square Foot
/SF	Per Square Foot
USPAP	Uniform Standards of Professional Appraisal Practice
YTD	Year to Date

End of Report

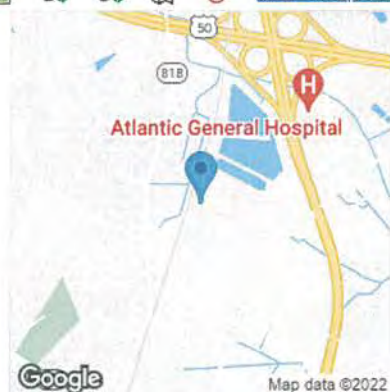
Search Result for WORCESTER COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: None		
Account Identifier: District - 03 Account Number - 014800		
Owner Information		
Owner Name:	MAYOR & COUNCIL OF BERLIN	Use: EXEMPT COMMERCIAL
Mailing Address:	10 WILLIAM ST BERLIN MD 21811-	Principal Residence: NO Deed Reference: /06717/ 00453
Location & Structure Information		
Premises Address:	10009 OLD OCEAN CITY BLVD BERLIN 21811-0000	Legal Description: 9.35 ACS NORTH SIDE R-346 SUBDIV LDS BERLIN PROPERTIES
Map: 0025	Grid: 0009	Parcel: 0057
Neighborhood: 30081.24	Subdivision: 0000	Section:
Block:	Lot:	Assessment Year: 2020
Town: BERLIN	Plat No:	Plat Ref: 226/ 70
Primary Structure Built 1950	Above Grade Living Area 79,547 SF	Finished Basement Area 9.3500 AC
Property Land Area 9.3500 AC	County Use	
Stories	Basement	Type
		LIGHT MANUFACTURING
Exterior	Quality	Full/Half Bath
/	C3	
Garage	Last Notice of Major Improvements	
Value Information		
	Base Value	Value
		As of 01/01/2020
Land:	710,200	610,200
Improvements	302,000	354,900
Total:	1,012,200	965,100
Preferential Land:	0	0
		965,100
		965,100
Transfer Information		
Seller: BERLIN PROPERTIES NORTH LLC	Date: 02/17/2016	Price: \$2,500,000
Type: ARMS LENGTH MULTIPLE	Deed1: /06717/ 00453	Deed2:
Seller: HUDSON FOODS INC	Date: 12/29/2005	Price: \$0
Type: ARMS LENGTH MULTIPLE	Deed1: SVH /04611/ 00722	Deed2:
Seller: CORBETT ENTERPRISES INC	Date: 06/14/1989	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: RHO /01482/ 00214	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	
County:	420	965,100.00
State:	420	965,100.00
Municipal:	420	965,100.00
		965,100.00
Special Tax Recapture: None		
Homestead Application Information		
Homestead Application Status: No Application		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
Date:		

☐ 10009 Old Ocean City Blvd, Berlin, MD 21811-1142

Berlin

Tax ID 2403014800

[Tax History](#) [Sale & Mortgage](#) [Flood Report](#) [Last Listing](#) [Last Listing-Property History](#) [Maps](#)
 [View Comparable Properties](#)


1 / 1

Summary Information

Owner: Mayor & Council Of Berlin
 Owner Address: 10 Williams St
 Owner City State: BERLIN MD
 Owner Zip+4: 21811-1233
 No Mail(P): No
 Owner Carrier Rt: C002

Property Class: Exempt/Inst
 Annual Tax: \$17,102
 Record Date: 02/17/16
 Settle Date: 02/12/16
 Sale Amount: \$2,500,000
 Book: 6717
 Page: 453
 Tax Record Updated: 03/11/22

Geographic Information

County: Worcester, MD
 Municipality: Berlin
 High Sch Dist: Worcester County Public Schools
 Tax ID: 2403014800
 Tax Map: 0025
 Tax ID Alt: 03014800
 Tax Act Num: 014800
 Old Tax ID: 03-014800
 City Council Dist: 03

Parcel Number: 57
 Grid: 0009
 Qual Code: Fair
 Sub District: 3
 Sub Parcel: 0057
 Legal Subdivision: BERLIN PROPERTIES NORTH LLC

Assessment & Tax Information

Tax Year: 2021	Annual Tax: \$17,102	Total Land Asmt: \$710,200
County Tax: \$8,155	Base Land Asmt: \$710,200	Total Bldg Asmt: \$302,000
Municipal Tax: \$7,865		Total Asmt: \$965,100
State Tax: \$1,081		Base Bldg Asmt: \$302,000
Asmt As Qf: 2021		Taxable Total Asmt: \$965,100
		Exempt Class: 420

Lot Characteristics

Pavement Desc: Asphalt	Sq Ft: 407,286	Zoning: B-2
	Acres: 9.3500	Zoning Desc: General Business
	Roads: Paved	

Building Characteristics

Total SQFT: 79,547	Family Room: 0	Garage Type: Yes (Type Unknown)
Bldg Footprint SQFT: 69,143	Heat Delivery: Forced Air	Water: Private
Stories: 1.00	Other Bldgs: Yes	Sewer: Pvt/Comm
Total Units: 4	Outbuilding: Municipal Property	Year Built: 1950
Abv Grd Fin SQFT: 79,547		Total Garage SQFT: 450
Fireplace Total:		
Bldg Condition: Fair		
Sec 2 Construction:	Sec 2 Area: 69143	Sec 2 Story Type:
Sec 2 Description: Base Area (Commercial buildings)	Sec 2 Dimensions:	Sec 2 Type:

Property Card Information

Card Num: 101	Building Type: Light Manufacturing	Building Style: Light Manufacturing
Class Code: C	Quality: Below Average	Year Built: 1950
Enclosed SQFT: 69143	Stories: 1.00	Story Height: 18.00

Card Num:	201	Building Type:	Office Building	Building Style:	Office Building
Class Code:	C	Quality:	Below Average	Year Built:	1995
Enclosed SQFT:	960	Stories:	1.00	Story Height:	16.00

Card Num:	301	Building Type:	Light Manufacturing	Building Style:	Light Manufacturing
Class Code:	C	Quality:	Below Average	Year Built:	1960
Enclosed SQFT:	3012	Stories:	1.00	Story Height:	12.00

Card Num:	401	Building Type:	Light Manufacturing	Building Style:	Light Manufacturing
Class Code:	C	Quality:	Below Average	Year Built:	1991
Enclosed SQFT:	6432	Stories:	1.00	Story Height:	30.00
Air Conditioning:	6432.00				

Land Characteristics

Land Type: C039	Land Size: 7.3500	Land Measurement: Acreage
Land Type: C031	Land Size: 2.0000	Land Measurement: Acreage

Codes & Descriptions

Land Use: EC Exempt Commercial
County Legal Desc: 9.35 ACS NORTH SIDE R-346 SUBDIV LDS BERLIN PROPER
Use Type: Light Manufacturing

Exempt Desc: Parks And Recreation

MLS History

MLS Number	Category	Status	Status Date	Price
1000794034	COM	Closed	03/01/16	\$1,100,000
1000794024	COM	Closed	03/01/16	\$2,500,000
1000861782	LAND	Closed	03/01/16	\$650,000
1000800260	LAND	Expired	12/31/14	\$1,200,000
1000770716	COM	Canceled	02/24/12	\$1,900,000
1000760262	COML	Canceled	02/24/12	\$6.00
1000769572	COM	Canceled	08/24/10	\$399,000
1000769584	COM	Canceled	08/24/10	\$1,900,000
1000769560	COM	Canceled	08/24/10	\$399,000

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

Street Number is 10009
Street Name is like 'old ocean city'
Found 1 result in 0.02 seconds.

☐ 10009 Old Ocean City Blvd, Berlin, MD 21811-1142

Berlin

Tax ID 2403014800

[Public Records](#)[Tax History](#)[Sale & Mortgage](#)[Flood Report](#)[Last Listing-Property History](#)[Maps](#)

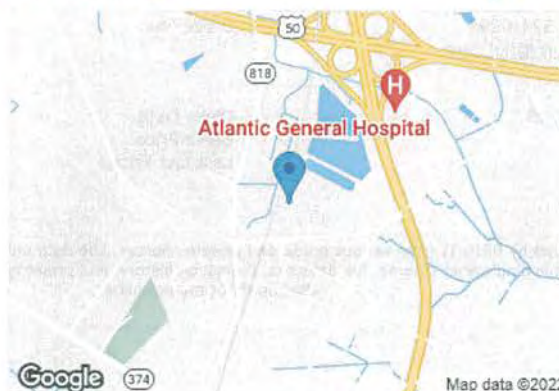
10009 Old Ocean City Blvd, Berlin, MD 21811

Closed | 03/01/16

Land

\$650,000

(1)



1 / 1

MLS #: 1000861782
 Tax ID #: 014800
 Ownership Interest: Other
 Type: Land
 Waterfront: No
 Views: Other

Lot Acres / SQFT: 16a / Estimated
 Price/Acre: \$40,625.00

Location

County: Worcester, MD
 Municipality: Berlin
 MLS Area: Worcester West of Rt-113 - Worcester County
 Subdiv / Neigh: NONE AVAILABLE

School District: Worcester County Public Schools
 High School: Stephen Decatur
 Middle/Junior School: Stephen Decatur
 Elementary School: Buckingham

Waterfront / Water Access

Dock Type: None

Taxes and Assessment

County Tax: Annually
 City/Town Tax: Annually
 Zoning Description: M2

Historic: Yes

Land Information

Lot Acres / SQFT: 16a / Estimated
 Views: Other
 Lot Features: Cleared
 Road: Public

Possible Use: Commercial

Utilities

Utilities: Water Source: Public; Sewer: Public Hook/Up Avail

Remarks

Agent: Call agent/owner Troy Purnell 410-726-8043 for more information. Located on Old Ocean City Blvd

Public: 16+ acres bordering US Rt 50 and 113. The entire site is +/- 62 acres and can be combined in the slae. Also a 55,000+ sf building formerly the Tyson Plant can be included. The development potential is endless.

Listing Office

Listing Agent: [George Purnell](#) (3255684) (Lic# Unknown) (410) 524-0295
 Listing Agent Email: troyburn@aol.com
 Broker of Record: George Purnell (3255684) [Click for License](#)
 Listing Office: [Resort Real Estate Inc](#) (695RRE) (Lic# Unknown)
 3409 Coastal Hwy, Ocean City, MD 21842-3248
 Office Phone: (410) 524-0295 Office Fax: (410) 524-5585
 Office Email: troyburn@aol.com

Directions

Located on Old Ocean City Blvd

Compensation

Buyer Agency Comp: 3% Sub Agency Comp: 3.00
 Dual/Var Comm: No

Listing Details

Original Price: \$750,000
 Listing Agrmnt Type: Exclusive Right
 Prospects Excluded: No
 Owner Name: Berlin Properties North LLC,
 DOM / CDOM: 428 / 687
 Original MLS Name: CAR

Dual Agency:	Yes	Off Market Date:	03/08/16
Original MLS Number:	487330		
Listing Term Begins:	11/11/2013		
Listing Entry Date:	11/11/2013		
Federal Flood Zone:	Yes		
Disclosures:	Owner RE Licensee		

Sale/Lease Contract

Selling Agent:	George Purnell (3255684) (Lic# Unknown)	(410) 524-0295
Selling Agent Email:	troypurn@aol.com	
Selling Office:	Resort Real Estate Inc (695RRE) (Lic# Unknown)	
Broker of Record:	George Purnell (3255684)	
	3409 Coastal Hwy, Ocean City, MD 21842-3248	
Office Phone:	(410) 524-0295	Office Fax: (410) 524-5585
Selling Office Email:	troypurn@aol.com	
Concessions:	No	
Concession Remarks:	none	
Agreement of Sale Dt:	01/08/15	
	Close Date:	03/01/16
	Close Price:	\$650,000.00
	Last List Price:	\$750,000.00

Click to Show Photos

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

Street Number is 10009

Street Name is like 'old ocean city''

Found 1 result in 0.02 seconds.

MERLIN Maryland's Environmental Resources and Land Information Network





Real Estate Taxes

View Bill

View bill image

As of	8/15/2023
Bill Year	2023
Bill	8055
Owner	MAYOR & COUNCIL OF BERLIN
Parcel ID	03014800

[View payments/adjustments](#)

[View state assessment data](#)

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	9/30/2023	\$65.00	\$65.00	\$0.00	\$0.00	\$0.00
TOTAL		\$65.00	\$65.00	\$0.00	\$0.00	\$0.00

DETACH AND KEEP THIS PORTION

**Worcester County
Office of the Treasurer**

NOT A PRINCIPAL RESIDENCE

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID		BILL YEAR	LEVY PERIOD	LIBER/FOLIO	CHARGES	ASSESSMENT	RATE	AMOUNT
03014800		2023	07/01/23 - 06/30/24	6717 / 453	Kitts Branch Crop			60.00
MAP	GRID	PARCEL	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3	Timmonstown Crop		5.00
0025	0009	0057	8055	07/01/23				
CONSTANT YIELD RATE INFORMATION		COUNTY RATE - CONSTANT YIELD = DIFFERENCE \$.8450 - \$.8197 = \$.0253			PRIOR YEAR TAXES DUE			
					TAX SALE			
TOTAL TAXES								65.00
PROPERTY DESCRIPTION								
9.35 ACS NORTH SIDE R-346 SUBDIV LDS BERLIN PROPER								

MAYOR & COUNCIL OF BERLIN

10 WILLIAM ST
BERLIN, MD 21811

WORCESTER COUNTY TAX BILL IMPORTANT INFORMATION FOR TAXPAYERS

OFFICE LOCATIONS

You may pay this bill in person at the Office of the Treasurer, Room 1105, Government Center, One West Market Street, Snow Hill, MD or at the Office of the Treasurer, Isle of Wight Center, 13070 St. Martin's Neck Road, Bishopville, MD.

INTEREST

This bill becomes delinquent as reflected in the payment schedule below and is subject to interest at the rate of 1% per month until paid. Interest is calculated on the net amount of the bill after any credits have been applied.

ASSESSMENT

Questions regarding your assessment should be directed to the local Assessment Office, (410) 632-1196, ext. 6.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

MAKE CHECK PAYABLE TO:
WORCESTER COUNTY
P.O. BOX 64390
BALTIMORE, MD 21264-4390

ENCLOSE THIS PORTION WITH PAYMENT MAIL WITH FULL PAYMENT

(410) 632-0686 Ext. 3
www.co.worcester.md.us

PROPERTY ID	BILL YEAR	BILL #	BILL DATE	IF CHECKED CALL (410) 632-0686 EXT. 3	IF PAID IN	DISC/INT	PAY THIS AMOUNT
03014800	2023	8055	07/01/2023		Jul	0.00	65.00
9.35 ACS NORTH SIDE R-346 SUBDIV LDS BERLIN PROPER				PRIOR YEAR TAXES DUE	Aug	0.00	65.00
					Sep	0.00	65.00
				TAX SALE	Oct	0.65	65.65
					Nov	1.30	66.30
					Dec	1.95	66.95
					Jan	2.60	67.60
					Feb	3.25	68.25
MAIL WITH FULL ANNUAL PAYMENT							

MAYOR & COUNCIL OF BERLIN

10 WILLIAM ST
BERLIN, MD 21811

Payment Enclosed

Williams, Moore, Shockley & Harrison, LLP
 File No. 61705CTW
 Tax ID# 03-014819; 03-035107; 03-014800

FILED

2016 FEB 17 PM 1:18

SUSAN R. BRANIECKI
CLK. CT. CT.
WOR. CO.

This Deed, made this 12th day of February, 2016, by and between Berlin Properties North, LLC, a Maryland limited liability company, party of the first part, GRANTOR; and Mayor and Council of Berlin, a Maryland Municipal Corporation, party of the second part, GRANTEE.

- Witnesseth -

That in consideration of the sum of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said GRANTOR does grant and convey to the said Mayor and Council of Berlin, a Maryland Municipal Corporation, in fee simple, all that lot of ground situate in the Town of Berlin, Worcester County, State of Maryland, and described as follows, that is to say:

Beginning for this description at a point located on the northerly right-of-way line of Maryland Route 346 (old Rte 50), being 30 feet wide, and the easterly right-of-way line of the Maryland & Delaware Railroad company, 33 feet from the centerline of the main track, thence with the easterly right-of-way line of said railroad 1) North 25 degrees 36 minutes 10 seconds East, 1974.38 feet to a point and the beginning of a curve to the left having a radius of 3354.24 feet, the following chord bearing and distance, 2) North 19 degrees 44 minutes 54 seconds East, 684.29 feet to a point, thence 3) North 13 degrees 53 minutes 38 seconds east, 324.72 feet to an iron pipe located on the southerly right-of-way line of U.S. Route 113; thence with said U. S. Route 113, 4) South 38 degrees 17 minutes 40 seconds East, 1000.79 feet to a point, thence 5) South 23 degrees 34 minutes 00 seconds east, 248.62 feet to a point, thence 6) South 07 degrees 46 minutes 00 seconds East, 363.87 feet to a point; thence 7) North 82 degrees 09 minutes 15 seconds East, 42.00 feet to a point and the beginning of a curve to the left having a radius of 7739.46 feet, the following chord bearing and distance, 8) South 10 degrees 04 minutes 00 seconds East, 599.85 feet to a point, thence 9) South 12 degrees 17 minutes 15 seconds East, 381.15 feet to a point and the lands of Pariraj, LLC, formerly owned by Muhanad and Khitam Hamad; thence with said lands 10) South 58 degrees 05 minutes 36 seconds West, 168.52 feet to an iron rod and cap; thence 11) South 32 degrees 08 minutes 58 seconds East, 271.59 feet to a point located on the northerly right-of-way line of Maryland Route 346 (old Rte. 50); thence with said

RETURN TO: MAYOR AND COUNCIL OF BERLIN
 10 WILLIAM STREET
 BERLIN, MD 21811

WILLIAM STREET, BERLIN, MD 21811 (LAIN RECORDS) 01 11, P. 0700, 0000, DATE AVAILABLE 02/17/2016, 1 MILLION 000 000 000.

road 12) South 57 degrees 43 minutes 36 seconds West, 84.35 feet to a point and the lands of Berlin Land Associates, LLC; thence with said lands 13) North 32 degrees 04 minutes 24 seconds West, 194.00 feet to a point; thence 14 South 62 degrees 08 minutes 09 seconds West, 47.39 feet to an iron rod and cap; thence 15) North 48 degrees 45 minutes 01 seconds West, 97.80 feet to an iron rod and cap; thence 16) South 39 degrees 34 minutes 59 seconds West, 97.00 feet to a point; thence 17) North 55 degrees 03 minutes 43 seconds West, 300.82 feet to an iron rod and cap; thence 18) South 30 degrees 53 minutes 36 seconds West, 114.24 feet to a concrete marker and the lands now or formerly of Katharine E. Birch; thence with said lands 19) South 89 degrees 59 minutes 03 seconds West, 198.78 feet to a concrete marker ; thence 20) South 30 degrees 50 minutes 49 seconds West, 236.53 feet to a concrete marker and the lands of William G. Williams III and David C. Williams; thence with said lands 21) North 58 degrees 55 minutes 21 seconds West, 204.45 feet to a concrete marker and the lands of Old OC Blvd. Partners; thence with said lands part way and then with the lands of the Mayor and Council of Berlin 22) North 59 degrees 14 minutes 16 seconds West, 580.60 feet to a point; thence continuing with the lands of the Mayor and Council of Berlin part way and with the lands of Park Oak-Kwang & Soon-Ae 23) South 05 degrees 19 minutes 26 seconds West, 486.51 feet to a point located on the northerly right-of-way line of Maryland Route 346; thence with said road 24) North 85 degrees 46 minutes 35 seconds West, 465.40 feet to a point and the place of beginning, containing 68.22 acres of land, be the same more or less, EXCEPTING THEREFROM ALL THAT LOT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS "Lot A" on the plat entitled "Subdivision Plat of Lands of Berlin Properties North, LLC", by L. E. Bunting Surveys, Inc., Surveyor, dated May 6, 2008, and recorded among the Land Records of Worcester County, Maryland, in Plat Book 226, page 70, containing 6.527 acres, more or less, said parcel having been granted unto County Commissioners of Worcester County, Maryland, by Berlin Properties North, LLC, by Deed dated October 29, 2008, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 5166, folio 010, *et seq.* Said property having the Tax Identification Nos. 03-014819, 03-035107, 03-~~14800~~.

014800

BEING PART OF THE PROPERTY granted and conveyed unto Berlin Properties North, LLC, by Tyson Chicken, Inc., by Deed dated December 22, 2005, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4611, folio 722, *et seq.*

Together with all of Grantor's right, title and interest in the 36 Equivalent Dwelling Units (EDUs) assigned to the Property; with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights,

privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Mayor and Council of Berlin, a Maryland Municipal Corporation, in fee simple, SUBJECT, HOWEVER, to that restrictive covenant contained in the aforementioned Deed dated December 22, 2005, and recorded among the Land Records of Worcester County, Maryland, in Liber S.V.H. No. 4611, folio 722, *et seq.*

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

Berlin Properties North, LLC

By: George A. Purnell, Managing Member

STATE OF MD, COUNTY OF Worcester, TO WIT:

I hereby certify that on this 12th day of February, 2016, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George A. Purnell, who acknowledged himself to be the Managing Member of the Grantor company, and that as such, executed the foregoing Deed for the purposes therein contained, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires: 11/4/17

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 2/17/16
Worcester County Finance Officer
By [Signature]
EXCEPT PERSONAL PROPERTY

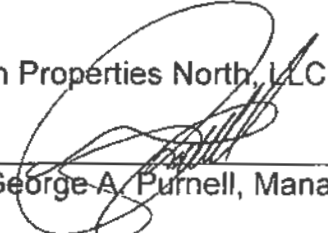
TRANSFER TAX NOT REQUIRED
FINANCE OFFICER
WORCESTER COUNTY MARYLAND
By [Signature]
Authorized Signature
Date 2/17/16

WATER/SEWER/STORMWATER
PAID TO TOWN OF BERLIN
INITIAL Michelle
DATE 2/16/2016

AFFIDAVIT OF CONSIDERATION

This transaction is not subject to recordation taxes or transfer taxes pursuant to Section 12-108(a)(1)(iv) of the Tax Property Article of the Maryland Annotated Code, as the Grantee is a political subdivision of the State.

Berlin Properties North, LLC

By:  George A. Purnell, Managing Member

Mayor and Council of Berlin


By: Wm. Gee Williams, III, Mayor

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.


Christopher T. Woodley

LR - Deed (No-Taxes)	
Recording Fee	20.00
Grantor/Grantee Name:	
berlin properties	
north/berlin town	
Reference/Control #:	
LR - Deed (No-Taxes)	
Surcharge	40.00
SubTotal:	60.00
Total:	60.00
02/17/2016 01:20	
CC23-AG	
#5605376 CC0104 -	
Worcester	
County/CC01.04.01 -	
Register 01	

MARYLAND
FORM

WH-AR

Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence

2015

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor **Berlin Properties North, LLC**

2. Reasons for Exemption

Resident Status

☐

I, Transferor, am a resident of the State of Maryland.

☒

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Attest

BERLIN PROPERTIES NORTH, LLC

Name of Entity

By

George A. Purnell

Name

Managing Member

Title

FEB 17 2016 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Susan Purnell Clerk

State of Maryland Land Instrument Intake Sheet

[] Baltimore City [X] County: Worcester

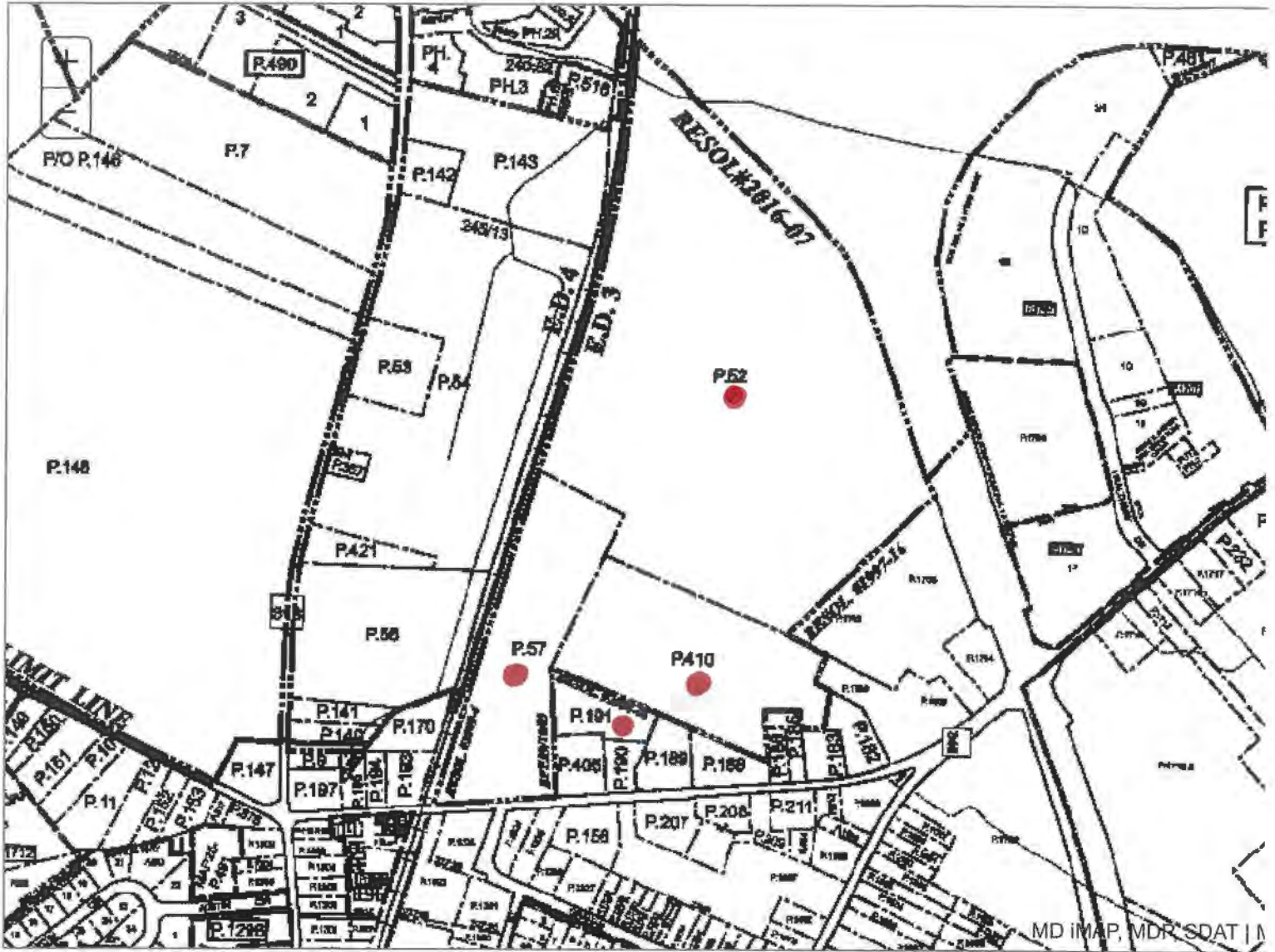
Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.
(Type or Print in Black Ink Only All Copies Must Be Legible)

[] Check Box if Addendum Intake Form is Attached.)

1	Type(s) of Instruments	<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Other <input type="checkbox"/> Other																																																			
2	Conveyance Check Box	<input checked="" type="checkbox"/> Improved Sale <input type="checkbox"/> Unimproved Sale <input type="checkbox"/> Multiple <input type="checkbox"/> Not an Arms-Length Sale [9]																																																			
3	Tax Exemptions (if Applicable)	Recordation State Transfer County Transfer Exempt from recordation and transfer taxes pursuant to Section 12-108(a)(91) (iv) of the Tax Property Article of the Maryland Annotated Code																																																			
4	Consideration and Tax Calculations	<table border="1"> <thead> <tr> <th>Consideration</th> <th>Amount</th> <th colspan="2">Finance Office Use Only</th> </tr> </thead> <tbody> <tr> <td>Purchase Price/Consideration</td> <td>\$ 2,500,000.00</td> <td colspan="2">Transfer and Recordation Tax Consideration</td> </tr> <tr> <td>Any New Mortgage</td> <td>\$.00</td> <td>Transfer Tax Consideration</td> <td>\$</td> </tr> <tr> <td>Balance of Existing Mortgage</td> <td>\$</td> <td>x () %</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Less Exemption Amount</td> <td>\$</td> </tr> <tr> <td>Other:</td> <td>\$</td> <td>Total Transfer Tax</td> <td>\$</td> </tr> <tr> <td>Full Cash Value</td> <td>\$ 2,500,000.00</td> <td>Recordation Tax Consideration</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>x () per \$500</td> <td>\$</td> </tr> <tr> <td></td> <td></td> <td>TOTAL DUE</td> <td>\$</td> </tr> </tbody> </table>				Consideration	Amount	Finance Office Use Only		Purchase Price/Consideration	\$ 2,500,000.00	Transfer and Recordation Tax Consideration		Any New Mortgage	\$.00	Transfer Tax Consideration	\$	Balance of Existing Mortgage	\$	x () %	\$	Other:	\$	Less Exemption Amount	\$	Other:	\$	Total Transfer Tax	\$	Full Cash Value	\$ 2,500,000.00	Recordation Tax Consideration	\$			x () per \$500	\$			TOTAL DUE	\$												
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WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6717, p. 0458, MSA_CE31_6838, Date available 02/18/2016. Printed 03/15/2022.

District: **03** Account Number: **035107**

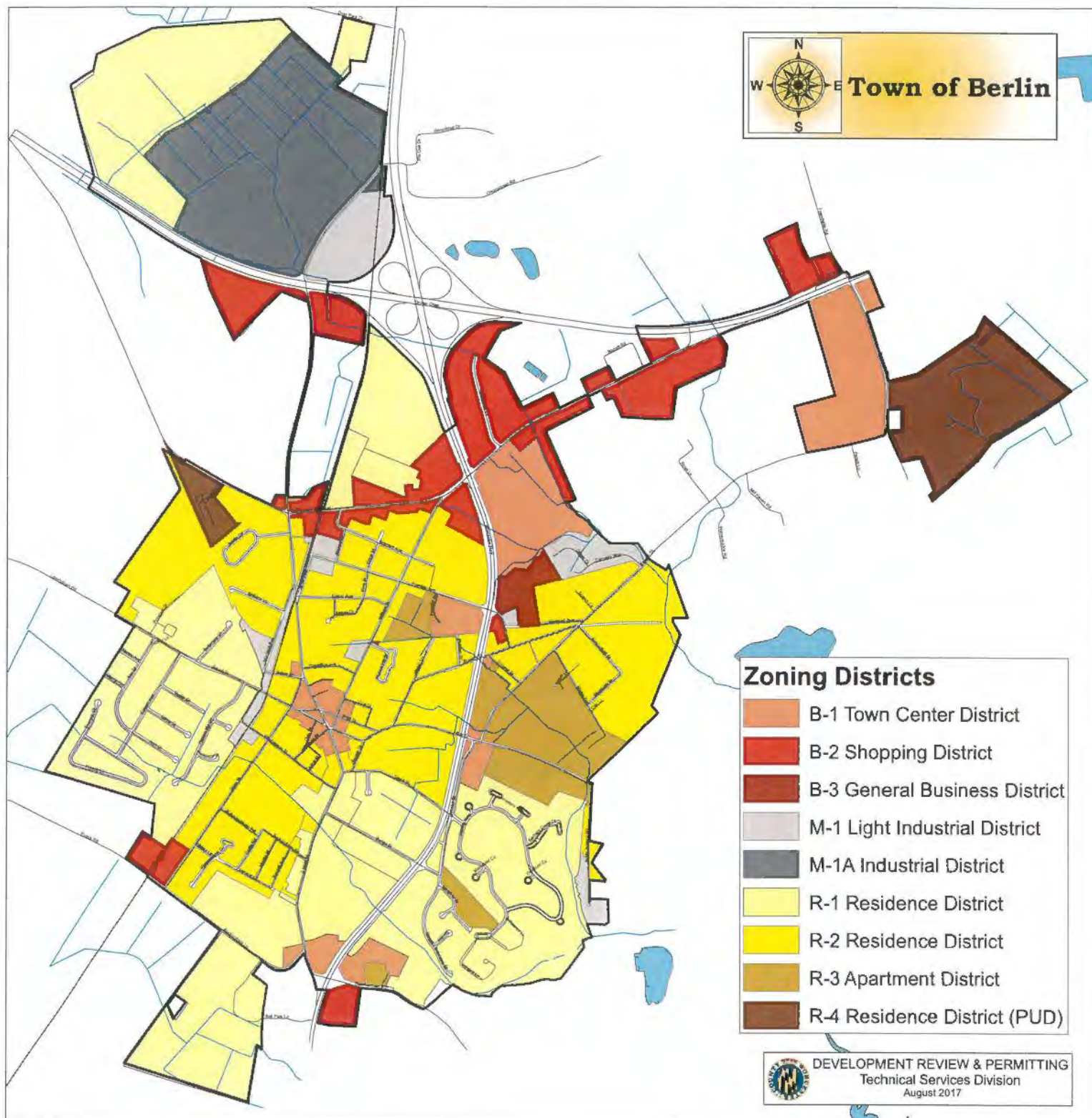


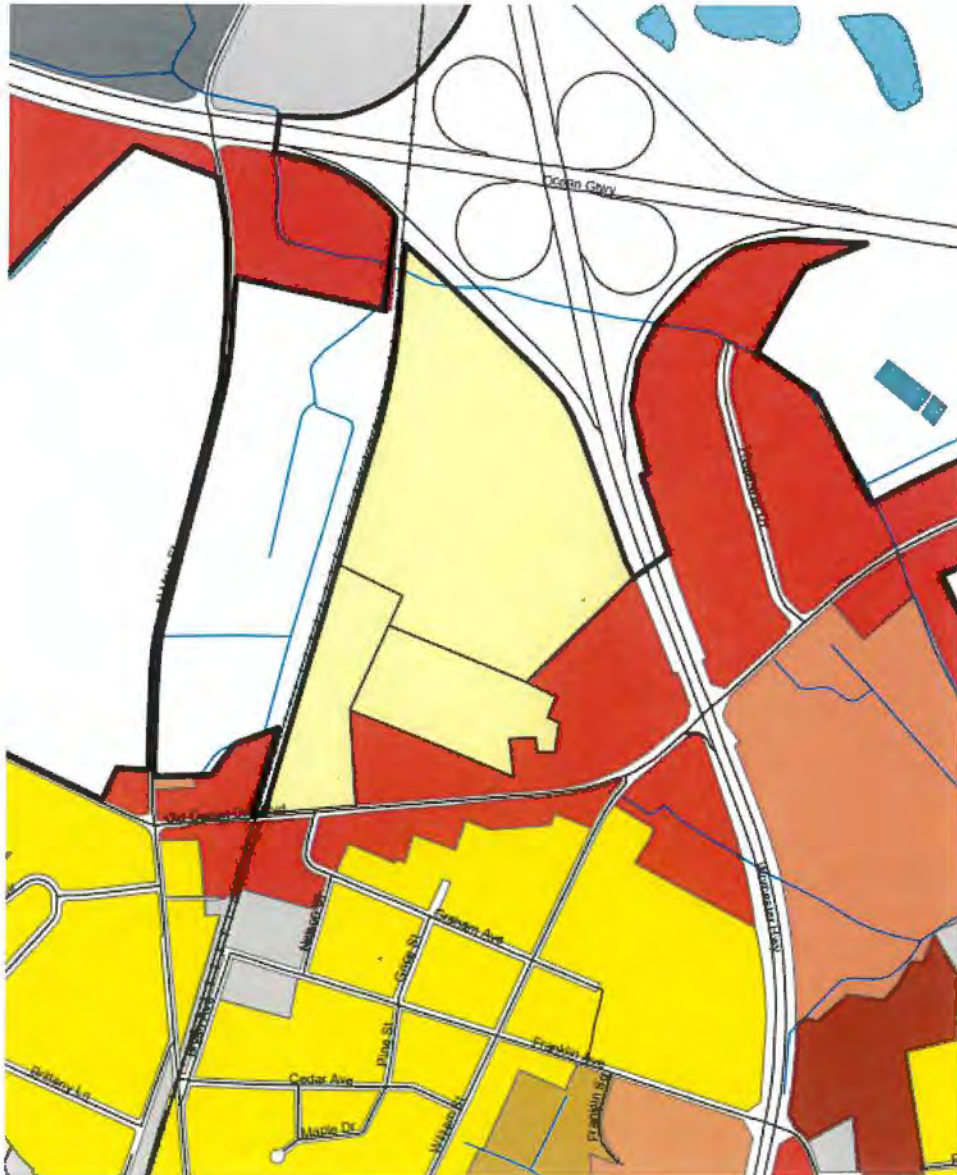
The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

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>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at <http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx> (<http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx>).





DIVISION 7. - B-2 SHOPPING DISTRICT

Sec. 108-464. - Principal uses.

The following uses shall be permitted and the following regulations and the applicable regulations contained in the other articles shall apply in the B-2 Shopping District. All principal permitted uses and conditional uses shall require site plan review in accordance with article V of this chapter, site plan review. Principal permitted uses include the following:

- (1) Any principal use or structure permitted and as regulated in the B-1 District, except as herein modified.
- (2) Boardinghouses or lodginghouses.
- (3) Bed-and-breakfasts.
- (4) Hotels and motels.
- (5) Any community retail business or service establishment, such as a food, drug, clothing, hardware, accessory, variety or department stores, barbershops, beauty shops, florist or specialty shop, a shoe repair shop, laundromats, cleaning shop, a bank or savings and loan office, a professional office, funeral homes, a real estate or insurance office or the like, supplying commodities or performing services primarily for residents of the town and surrounding community.
- (6) Tourist homes and produce stands.
- (7) Taverns, nightclubs, drive-in eating and drinking establishments, summer gardens and road houses, including entertainment and dancing, provided that the principal building shall comply with one-half the distance requirement of section 108-712.
- (8) Automobile parking lots, repair shops or general garages, subject to the provisions in section 108-817.
- (9) Automobile, tire, battery, recreational vehicle and implement establishments for display, hire, sale or general repair, including sales lots.
- (10) Animal hospitals, veterinary clinic or kennel, provided that any structure or area used for such purposes shall comply with the distance requirement of section 108-712.
- (11) Bakery, laundry and clothes cleaning and dyeing establishments, all subject to one-half the distance requirement of section 108-712.
- (12) Wholesale business, warehousing, storage and distributing establishments, except for flammable liquids, paints or explosives.
- (13)

Municipally owned electric, communication, water, sewer, gas and fuel transmission lines and necessary equipment and buildings incidental thereto. Wireless transmitting stations, transformers, boosters, railroad lines and stations, water tanks and standpipes shall be subject to one-half the distance of section 108-712.

- (14) Any other retail business or service establishment which is determined by the board of appeals to be of the same general character as those specified herein, but not including any use of a class first permitted in a B-3 or M District.
- (15) Churches and parish houses, and the cultural, educational and recreational activity of its members, worshipers and their invitees, conducted as the sole principal use on a lot or contiguous lots.

(Code 1977, § 107-39(A); Ord. No. 2000-10, 9-25-2000; Ord. No. 2016-01, 4-11-2016)

Sec. 108-465. - Accessory uses.

The following accessory uses are permitted in the B-2 Shopping District:

- (1) Accessory buildings and uses customarily incidental to any permitted principal use, and not otherwise prohibited.
- (2) The manufacturing, processing or treatment of goods for sale primarily at retail on the premises or the cleaning, laundering, repairing or other treatment of objects as a retail service to customers on the premises, in which operations not more than three persons shall be engaged at any one time.
- (3) Warehousing for goods merchandise or products offered for sale on the premises.

(Code 1977, § 107-39(B); Ord. No. 2000-10, 9-25-2000)

Sec. 108-466. - Required conditions.

The following conditions are required in the B-2 Shopping District:

- (1) Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of hazard, odor, dust, smoke, cinders, gas, fumes, noise, vibration, radiation, refuse matter or water-carried waste.
- (2) Lots for public display or sale of automobiles, trucks, recreational vehicles, implements, boats or other machinery or equipment shall comply with the requirement that every such lot shall be fenced along each public street by an ornamental fence not less than 30 inches high, located at least five feet back from the property line or from any public sidewalk, and the space in front thereof shall be landscaped and neatly maintained.
- (3) No lighting, other than minimum protective night lighting, shall remain on after normal business hours. All lighting shall be shaded so as to direct the light away from residential premises and from public streets.

- (4) Along any side adjacent to any R District or institutional premises, an ornamental wall, fence or compact evergreen hedge and wire fence, not less than four feet nor more than six feet high, shall be installed and maintained in good condition without any advertising.

(Code 1977, § 107-39(C); Ord. No. 2000-10, 9-25-2000)

Sec. 108-467. - Height regulations.

Height regulations shall be the same as in the B-1 District.

(Code 1977, § 107-39(D); Ord. No. 2000-10, 9-25-2000)

Sec. 108-468. - Prohibited uses.

The following uses are prohibited in the B-2 Shopping District:

- (1) Any use specified as a permitted use or conditional use in a B-3 or M-1 District.
- (2) Warehousing for goods or merchandise other than those offered for sale on premises.
- (3) Warehousing within 50 feet of Main Street, Broad Street, William Street, or Commerce Street.

(Code 1977, § 107-39(E); Ord. No. 2000-10, 9-25-2000)

—

Sec. 108-469. - Lot area, width and yard requirements.

The following minimum requirements shall be observed, subject to the modified requirements contained in article IV of this chapter:

Use	Minimum Lot Area	Minimum Lot Width (feet)	Lot Area per Unit	Front Yard Depth ¹ (feet)	Side Yard Width Each Side (feet)	Rear Yard Depth (feet)
Motels and hotels	Same as B-1					
Boardinghouses	Same as B-1					
Community retail and services	Same as B-1					
Wholesale and warehousing	6,000	60	—	20	6	25

8/15/23, 1:06 PM

Berlin, MD Code of Ordinances

Other permitted uses	—	—	—	10 ²	None, except 10 when adjoining an R District	30 abutting an R District, otherwise 10
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- Notes:
- 1. For narrow streets, see section 108-706; for built-up frontage, see section 108-243.
 - 2. Or greater as may be specified elsewhere in this chapter.

(Code 1977, § 107-39(F); Ord. No. 2000-10, 9-25-2000)

Secs. 108-470—108-491. - Reserved.

—

Kim Rohrer

From: Jill Jeffery
Sent: Tuesday, August 1, 2023 3:28 PM
To: Kim Rohrer
Cc: Kayla Miller
Subject: FW: Appraisal Berlin Parcel 57

Kim –

This is a new order for Kayla. You can clone all info from the appraisal that we did for the Town of Berlin last year. Please let me know if you have any questions. Thanks.

Kind regards,

Jill Jeffery
SVP Commercial Valuation



D. 410.912.2049
M. 410.251.6274
E. Jill.Jeffery@opteonusa.com

1888 440 8258 [OPTeonUSA.COM](https://www.OPTeonUSA.COM)

From: Jill Jeffery
Sent: Tuesday, August 1, 2023 3:28 PM
To: 'David Engelhart' <dengelhart@berlinmd.gov>
Cc: Mary Bohlen <mbohlen@berlinmd.gov>; Kayla Miller <Kayla.Miller@opteonusa.com>
Subject: RE: Appraisal Berlin Parcel 57

Dave –

I confirm that we will proceed.

Also, Kayla is going to send the final version of the original assignment to you as requested. Thanks.

From: David Engelhart <dengelhart@berlinmd.gov>
Sent: Tuesday, August 1, 2023 2:13 PM
To: Jill Jeffery <Jill.Jeffery@opteonusa.com>
Cc: Mary Bohlen <mbohlen@berlinmd.gov>
Subject: FW: Appraisal Berlin Parcel 57

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you have verified with the sender and know the content is safe.

Hi Jill,

Please see Mary Bohlen's email to proceed below, and please use Requisition # 202400284 for the new updated Parcel 57 appraisal as we discussed.

Thanks, Dave



David Engelhart - Planning Director
Town of Berlin

10 William Street, Berlin, MD 21811

Office: 410-641-4143 | Fax: 410-641-2316
dengelhart@berlinmd.gov | berlinmd.gov

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From: Mary Bohlen <mbohlen@berlinmd.gov>
Sent: Tuesday, August 1, 2023 1:41 PM
To: David Engelhart <dengelhart@berlinmd.gov>
Subject: RE: Appraisal

Give her the go-ahead on the \$1,500 – use Req. #202400284 – I've already set it up. Anything on the clean copy of the appraisal?



Mary Bohlen - Town Administrator
Town of Berlin

10 William Street, Berlin, MD 21811

Office: 410-641-4314 | Fax: 410-641-2316
mbohlen@berlinmd.gov | berlinmd.gov

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From: David Engelhart <dengelhart@berlinmd.gov>
Sent: Tuesday, August 1, 2023 1:29 PM
To: Mary Bohlen <mbohlen@berlinmd.gov>
Subject: FW: Appraisal

Mary,

See Jill Jeffery's email below. Apparently it went into my junk email last Tuesday.



David Engelhart - Planning Director
Town of Berlin

10 William Street, Berlin, MD 21811

Office: 410-641-4143 | Fax: 410-641-2316
dengelhart@berlinmd.gov | berlinmd.gov

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-----Original Message-----

From: Jill Jeffery <Jill.Jeffery@opteonusa.com>
Sent: Tuesday, July 25, 2023 3:37 PM
To: David Engelhart <dengelhart@berlinmd.gov>
Cc: OPT-USA-Commercial <commercial@opteonusa.com>
Subject: Appraisal

Dave-

It was good talking with you today.

We can provide a commercial narrative appraisal for Parcel 57 based on the hypothetical condition that the property has B-2 zoning for a fee of \$1,500 with a 2 week turnaround time. As you know, we appraised this property in 2022 for the Town of Berlin as part of a larger scope of work. We will take no action unless we receive your further instructions. Thanks!

Kind regards,

Jill Jeffery
SVP Commercial Valuation

D.

410.912.2049

M. 410.251.6274

E. Jill.Jeffery@opteonusa.com

1888 440 8258 OPTEONUSA.COM

<<https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.opteonusa.com%2F&data=05%7C01%7C%7Cba08bc1069104cd979d08db8d46942f%7C799b1f0ab4fb4909ae800ac966d5c44b%7C1%7C0%7C638259106536677310%7CUnknown%7CTWFpbGZsb3d8eyJWljoImMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=2dqfTs8cFP%2Fob0%2BHZa6fDYlQauwit1EGO4L%2Bc5ebEls%3D&reserved=0>>

<<https://nam12.safelinks.protection.outlook.com/?url=https%3A%2F%2Fhubs.ly%2FQ01MgzFW0&data=05%7C01%7C%7Cba08bc1069104cd979d08db8d46942f%7C799b1f0ab4fb4909ae800ac966d5c44b%7C1%7C0%7C638259106536677310%7CUnknown%7CTWFpbGZsb3d8eyJWljoImMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=2J%2BFVbDlImYe1L5FhOPy0H8NQN5WLIWhV5CMn%2BX2IPOU%3D&reserved=0>>

Disposition and Development of Parcel 57, Parcel 410, and Parcel 191 at Heron Park

SCORING: POINTS PER CATEGORY

Points	Criterion
50	The monetary value offered for the Property (properties)
30	Use and redevelopment of Property or Properties as defined by the proposer in the proposal documents.
15	Balance sheet provides evidence that entity's liquidity is above industry standards and the Income Statement provides evidence of suitable cash flows and ability to meet the Town's bonding requirements outlined below. Project Cash Flows = Cash Flow for the project provides evidence the project is fundable and sustainable
5	Such other and further factors as the Advisory Committee may wish to consider.

Vendor (alphabetical)	Minimum Submittal Requirements	Monetary Value (50 pts max)	Use and redevelopment of Property (30 pts max)	Balance Sheet (15 pts max)	Other Factors (5 pts max)	Total Score
1 Gillis Gilkerson	✓	45	25	15	5	90
2 Natelli Communities	✓	50	30	15	5	100

Notes:

		\$1,500,000 for all 3 parcels
1 Gillis Gilkerson	Basic Proposal	Intent to partially demolish existing building (using Town demo grant) and refurbish remainder;
		100% Commercial;
		Plans to provide ("use of or transfer of or right of way to" per follow-up email) up to 2 acres for an amphitheatre;
		Plans to provide access and parking for park land;
	Concerns	Listed on ToC, but nothing in doc - Enviro Impact, Impact on Town Svc, Compatibility with Surrounding Neighborhood, Financial and Bonding Info blank
2 Natelli Communities	Basic Proposal	\$1,600,000 plus five (5) parcels at 113 & Tripoli/Bay Streets valued @ approx.\$444,000 (current owner of record Main Street Homes) for all 3 parcels (noted in email on 2/18/22).
		78 single family homes and 52,500 sq/ft of multi-story commercial (2 buildings at front of property);
		Provide access and parking to park land.
	Concerns	Language regarding demolition of existing structure: "further demolition....above the \$500,00 and within the scope of the grant....responsibility of the Town. If it is to be...Developer, a reduction in the purchase price equal....will be expected." Also stated under Conditions Precedent: "The Property must be environmentally clean and free from any hazardous material..."; Bidder expresses concern with RFP requirement regarding purchasers default or violation or other failure allowing Town to "re-enter and take possession of the property and to terminate".
Concerns/Considerations with both: Both are attractive projects and will represent a significant impact on the Town's tax base, but will also have impact on Town services; both developers have a good reputation with successful projects in and around the area.		
# of EDU's/Impact fees		
Both will have park access through their complexes - experience has shown that, while private ownership/maintenance at first is fine, in a number of years complaints and concerns will likely arise regarding public use of their private roads - traffic, pedestrians, plowing, littering, etc.;		
Both will require zoning changes of some kind;		

Enter search term



Strategic Demolition Fund

The Strategic Demolition Fund seeks to catalyze activities that accelerate economic development and job production in existing Maryland communities. The Fund aims to improve the economic viability of “grey field development,” which often faces more barriers than sprawling “green field development.” Since funds are limited, awards will focus on those projects that can have a high economic and revitalization impact in their existing communities.

The Strategic Demolition Fund is divided into two allotments based on geography.

1. **Strategic Demolition Fund – Statewide** is available to eligible applicants whose projects are located in all areas except Baltimore City.
2. **Strategic Demolition Fund – Project C.O.R.E.** is available to eligible applicants whose projects are located in Baltimore City.

Projects must be located in designated Sustainable Communities. Sustainable Communities are areas found within Priority Funding Areas and are targeted for revitalization. Read more information on the [Sustainable Communities Program](#).

Eligible Applicants

Lead applicants for Strategic Demolition Fund – Statewide are:

- Local governments working outside of Baltimore City
- Nonprofit Community Development Organizations working outside of Baltimore City

Lead applicants for Strategic Demolition Fund – Project C.O.R.E. are:

- Maryland Stadium Authority
- Nonprofit Community Development Organizations working in Baltimore City

Eligible Projects

Eligible projects include:

- Demolition of derelict non-contributing structures
- Site acquisition and assembly to create redevelopment-sized parcels for solicitation or planned development
- Site development
- Construction-level architectural and engineering designs

How to Apply

Applications are evaluated based on need, community conditions, project/program scope, proposed timeline, budget, and organizational capacity. When the competitive round is open, the application can be found at DHCD-NR Project Portal.

More Information

To find out more about our programs, please contact your  [Regional Project Manager](#).

CONTRACT OF SALE

THIS CONTRACT OF SALE, made this ____ day of _____, 2023, by and between the Mayor and Council for the Town of Berlin, Maryland, hereinafter the Seller and Coastal Ventures Properties, LLC, hereinafter the Buyer.

IN CONSIDERATION of the premises and the mutual covenants herein contained, the Seller does hereby bargain and sell unto Buyer, and the Buyer does hereby purchase from the Seller the following property:

Parcel 57 is currently known as a portion of Heron Park. The parties agree that they shall formulate a site plan for parcel 57, which shall provide the Seller with public access from Old Ocean City Boulevard. This contract is contingent upon the parties agreeing to a site plan delineating the areas to be retained by the Seller.

1. Purchase Price.

The purchase price for the property shall be _____ DOLLARS (\$_____). Buyer's good faith deposit of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), shall be held by Seller in a non-interest bearing account. Said deposit shall be applied to the purchase price.

2. Contingencies.

This Contract is expressly contingent upon the following:

- (a) The parties shall agree to a site plan delineating the real property that is to be retained by the Seller.
- (b) Seller shall utilize its DHCD Demolition Grant funds in the amount of \$500,000.00 to meet the scope of Buyer's proposed project within the scope of the grant for the benefit of Parcel 57. Funds must be expended by May 31, 2024, to ensure compliance with the grant terms.
- (c) Seller shall effectively re-zone Parcel 57 to either a B-1 or B-2 zoning designation as determined by Seller's Planning Department to comply with Buyer's intended use of the property.

- (d) Buyer agrees that Parcel 57 shall be limited to the following uses: restaurants, boutiques, gift shops, and retail for five (5) years following the receipt of a certificate of occupancy from Seller, and Buyer further agrees that this use limitation shall be restricted by the Deed it receives at settlement.
- (e) Buyer agrees that Parcel 57 shall be precluded from residential use in perpetuity unless released by Seller following a properly advertised public hearing, and Buyer further agrees that this use limitation shall be restricted by the Deed it receives at settlement.
- (f) Buyer shall build and maintain sidewalks for parcel with road frontage on the north side of Old Ocean City Boulevard.
- (I) Buyer shall be responsible for all costs of development of Parcel 57, including impact fees, connection fees, traffic study, proportionate costs associated with running water, sewer and electric lines needed to connect to buyers facilities, etc.
- (II) The Seller shall convey ____ sewer EDU's with the sale of Parcel 57. Sewer EDU's conveyed with the sale of Parcel 57 are non-transferable. Unused sewer EDU's based on a 24-month analysis (**cite Town Code**) following certificate of occupancy will revert back to the Seller without further monetary consideration.
- (III) The Buyer is responsible for the cost of ____ water EDU's for Parcel 57 based on town policy.
- (j) Buyer receiving necessary approvals for the development from the Maryland State Highway Administration.
- (k) Buyer obtaining satisfactory financing for the purchase of the property.
- (l) Buyer may obtain, at its expense, a Phase 1 Environmental Assessment of Parcel 57 demonstrating that the property is suitable for public purposes pursuant to Maryland Department of the Environment regulations and standards. The Phase 1 Environmental Assessment shall be conducted within ninety (90) days and shall be performed by a firm chosen by the Buyer.
- (m) Buyer obtaining approval of its development plan from the Town of Berlin Planning and Zoning Commission.

3. Title.

- (a) Upon payment as aforesaid, the Seller shall execute and deliver a Deed for the Property containing the covenants of special warranty and further assurance, which shall convey the Property to the Buyer. Title to the Property shall be good and merchantable and free of liens and encumbrances, except the following: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located, and publicly recorded easements for public utilities and other easements that could be observed by an inspection of the Property.
- (b) Notwithstanding anything in this Contract to the contrary, in the event Seller is unable to give good and marketable title and such as will be insured by a title company as set forth above, Buyer shall have the option (I) of taking such title as Seller can convey with Seller being obligated to pay and satisfy all liquidated liens (as hereinafter defused) at settlement, or (ii) of being repaid the Deposit and in the latter event there shall be no further liability or obligation by either of the parties hereunder and this Contract shall become null and void. For purposes of this Contract, any matter(s) susceptible of satisfaction and removal at or prior to settlement by the payment of a sum of money which is explicitly set forth in said lien document, including, without limitation, unpaid mortgages, judgments, taxes, sewer and water charges, and assessments shall be considered a Liquidated Lien.

4. Apportionments.

Rent, ground rent, taxes, sanitary district assessments, homeowner association assessments, condominium assessments, and all other public charges and assessments payable on an annual basis imposed against the Property shall be apportioned as of the date of settlement and assumed thereafter by the Buyer.

5. Possession.

Possession shall be given by deed at the time of settlement, free of all leases and other occupancy. Buyer agrees that the construction/redevelopment of each parcel will be completed within 24 months of Buyer taking possession of the property.

6. Settlement.

Settlement shall be held _____, 2023, but in no event later than

7. Settlement costs.

Title examination charges, the costs of the preparation of all necessary documents, notary fees, points and other loan fees, and other customary settlement charges, including but not limited to, recordation tax, state or local transfer tax, agricultural transfer tax or roll back tax shall be paid by Buyer.

8. Default.

In the event that settlement is not held through no fault of the Seller, then the Seller may retain all sums deposited hereunder and/or specifically enforce this contract against Buyer. Should Seller violate or fail to fulfill and perform any of the terms or conditions of this Contract at or prior to settlement, and if as a result thereof settlement hereunder shall not occur, then Buyer shall be entitled: (1) to specifically enforce this Contract against Seller or, (2) to terminate this Contract in which case this Contract shall become null and void and the Deposit shall be returned to Buyer and neither the Buyer nor Seller shall be liable to one another for any reason, at law or at equity. Should either party retain the services of an attorney to enforce or interpret this Contract, the non-prevailing party shall reimburse the prevailing party with any and all court costs or other expenses incurred in such action, including but not limited to, reasonable attorney's fees.

9. Condemnation: Casualty

- (a) All risk of loss or damage to the Property by casualty of any nature prior to settlement shall be borne by Seller. If, prior to the time legal title has passed or possession has been given, the Property or a substantial part of it is destroyed or damaged without fault of the Buyer, then this Contract, at the option of the Buyer, may be rescinded and all monies paid hereunder refunded to Buyer.
- (b) If, prior to settlement, any portion of the Property is condemned, Buyer shall have the option of (i) terminating this Contract, in which event the Contract shall be null and void and Buyer shall be paid the Deposit, or (ii) proceeding with settlement, in

which even the entire condemnation or insurance proceeds shall be delivered to Buyer at settlement hereunder (and, in connection with the foregoing, Seller expressly acknowledges and agrees that the foregoing insurance or condemnation proceeds shall not be applied to restoration of the Property without Buyer's prior written consent, in Buyer's sole discretion), or, if they have not yet been paid, the right to receive such proceeds shall be assigned by Buyer at settlement hereunder by instrument acceptable to Buyer. Buyer shall exercise its option within fifteen (15) days after it receives notice from Seller of any such condemnation or casualty. This section shall not apply if Buyer is the condemning authority. Should Buyer initiate condemnation proceedings against Seller with regard to the Property, this contract shall immediately be deemed null and void.

10. Compliance with Notices, Ordinances.

Seller shall comply with any notices given or ordinances enacted by any governing authority prior to the date of settlement for which a lien could be filed against the Property.

11. Survival.

Any covenant, promise or obligation in this Contract which is not by expressed language intended to be fulfilled or performed at settlement shall not merge into the deed of conveyance but shall remain in full force and effect and be binding on the parties hereto until fully performed or fulfilled.

12. Notices.

Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested, (ii) sent by Federal Express or another nationally recognized overnight courier, (iii) hand delivered, or (iv) sent by facsimile transmission with a hard copy sent on the same day by a nationally recognized overnight courier. All notices shall be deemed to have been given 48 hours following deposit in the United States Postal Service, or upon delivery if sent by overnight courier service, facsimile, courier or hand delivery. All notices shall be addressed to the following address or at such other address as may hereafter be substituted by notice in writing thereof.

To Seller: Mayor and Council of Berlin
c/o Zackery Tyndall, Mayor
10 William Street
Berlin, MD 21811

With Copy to: David C. Gaskill, Esquire
5700 Coastal Highway
Suite 201
Ocean City, MD 21842

To Buyer: Palmer Gillis
150 W. Market Street
Suite 200
Salisbury, MD 21801

13. Entire Agreement.

This Contract contains the entire agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise of any kind whatsoever. This Contract may be amended only by a writing signed by both parties.

14. Assignment.

This Contract may not be assigned or transferred by Buyer without the prior written consent of Seller. This Contract shall extend to and bind the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties hereto.

15. Miscellaneous.

- (a) As used herein, the phrases "the date hereof" and "the date of this Contract" shall mean the date of execution (and delivery of the fully executed Contract to the first party to sign by the last party to sign this Contract.
- (b) This Contract may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Contract and shall be considered a signed document. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature to this Contract. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Contract.
- (c) Buyer and Seller agree to cooperate with each other and to take such further actions as may be requested by the other in order to facilitate the timely purchase and sale of the Property.

- (d) If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.
- (e) This Contract has been drafted by counsel for both the Seller and the Buyer, and accordingly, any ambiguities contained herein shall not be interpreted in favor of or against either party.
- (f) If any term or provision of this Contract or application thereof shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each other term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- (g) This Contract shall be construed in accordance with the laws of Maryland.

16. Time is of the essence with this Contract.

NOTICE TO BUYER

SECTION 14-104 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDES THAT, UNLESS OTHERWISE NEGOTIATED IN THE CONTRACT OR PROVIDED BY LOCAL LAW, THE COST OF ANY RECORDATION TAX OR ANY STATE OR LOCAL TRANSFER TAX SHALL BE SHARED EQUALLY BETWEEN THE BUYER AND SELLER.

This contract obligates Buyer to pay these taxes.

BUYER IS ENTITLED TO SELECT THEIR OWN TITLE ATTORNEY, SETTLEMENT ATTORNEY OR ESCROW COMPANY.

AS WITNESS the hands and seals of the parties hereto the day and year first written above.

TEST/ATTEST

Seller: Mayor and Council of the Town of Berlin

As to Seller

_____(SEAL)
Zackery Tyndall, Mayor

Buyer: Coastal Ventures Properties, LLC

As to Buyer

_____(SEAL)
Palmer Gillis

Diagram illustrating a typical cross-section of a road with a travel lane, shoulder, and sidewalk. The diagram shows a cross-section of the road with a 14'-0" travel lane, a 14'-0" travel lane, and a 14'-0" travel lane. It includes dimensions for the travel lane (14'-0"), shoulder (14'-0"), and sidewalk (8'-0"). The diagram also shows the vertical curve and gutter, and the typical section of the road.

NOTES:

1. PAVEMENT SECTION SHOWN REFLECTS MAX. PAVEMENT SECTION ALLOWABLE. ULTIMATE TRAFFIC DATA & RESULTS OF SOIL TESTING MAY REQUIRE HEAVIER PAVEMENT SECTION. RESULTS TO BE FORWARDED TO TOWN ENGINEER FOR SOIL ANALYSIS, SOIL TEST RESULTS AND STREET DESIGN BY PROFESSIONAL ENGINEER.
2. MINIMUM LONGITUDINAL SLOPE OF CURB FLOW LINE IS 0.5%.
3. STOPPING PLAN IS SUBMITTED AND APPROVED FOR EACH PROJECT.



**DAVIS
BOWEN &
FRIEDEL, INC.**
ARCHITECTS • ENGINEERS • SURVEYORS

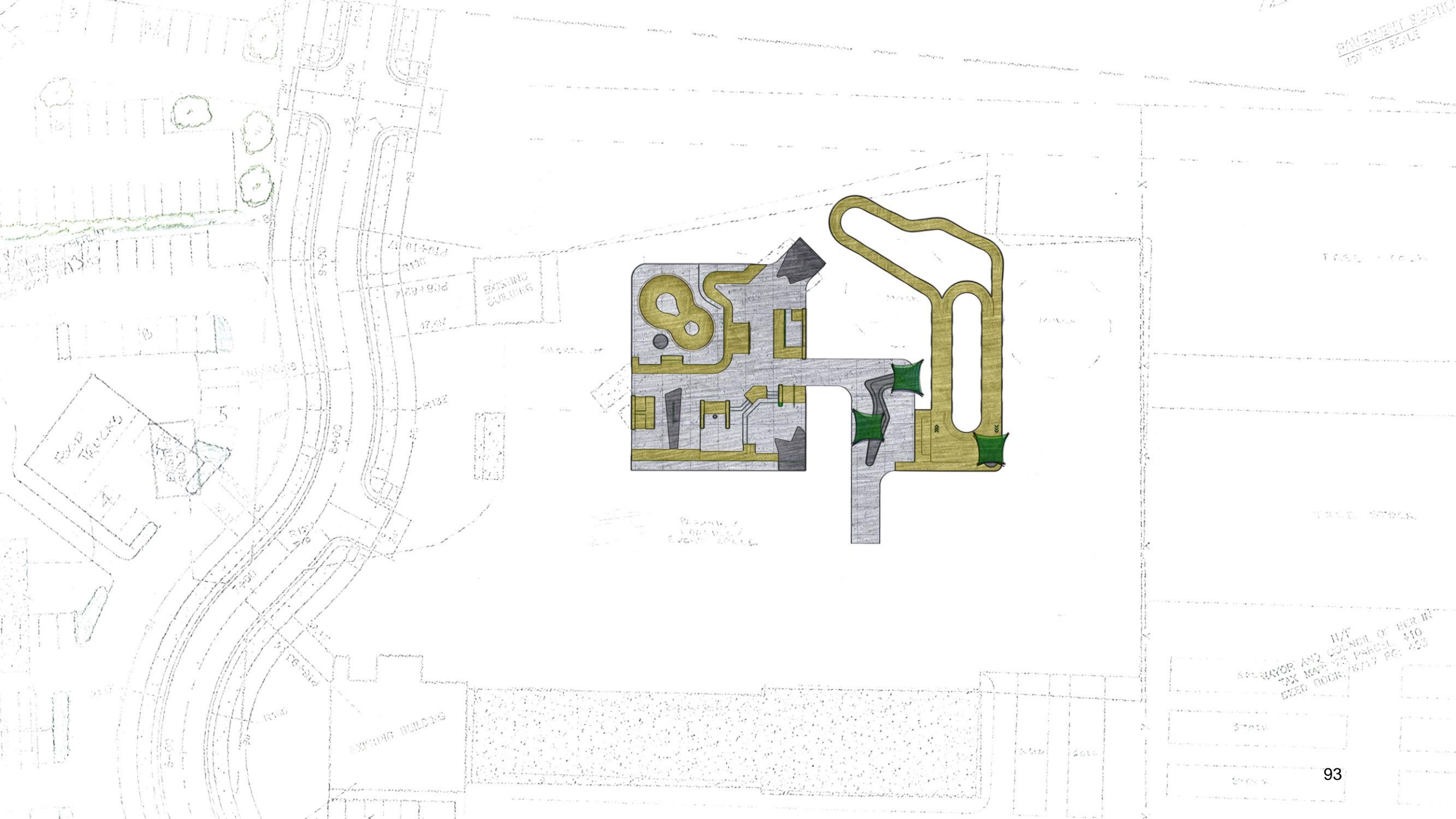
HERON PARK ROADWAY
RT 346 OLD OCEAN CITY BLVD
TOWN OF BERLIN, MARYLAND

Date	JANUARY 2023
Section	11-10
Exam By	ADM
Page No.	0050A007

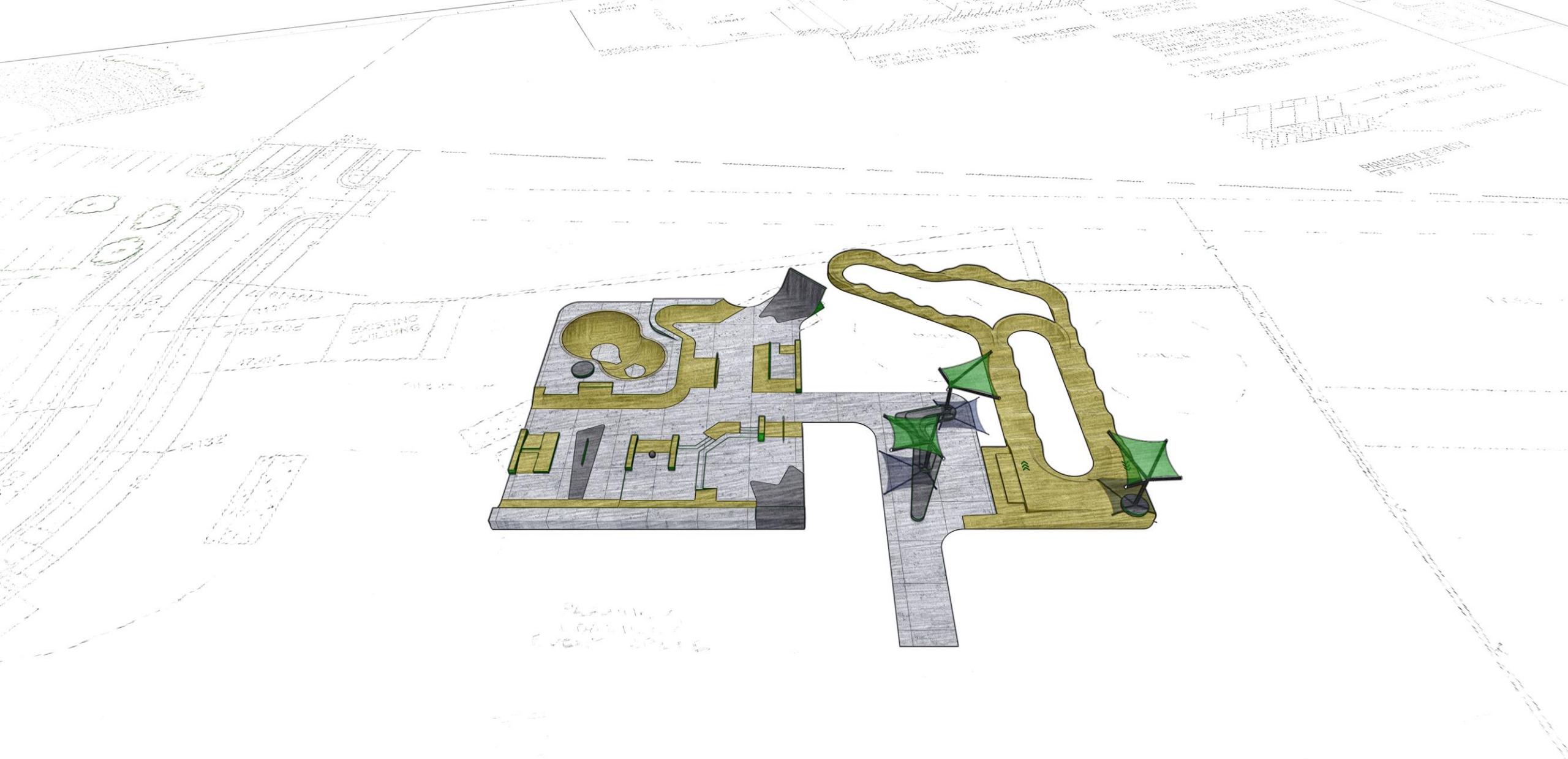
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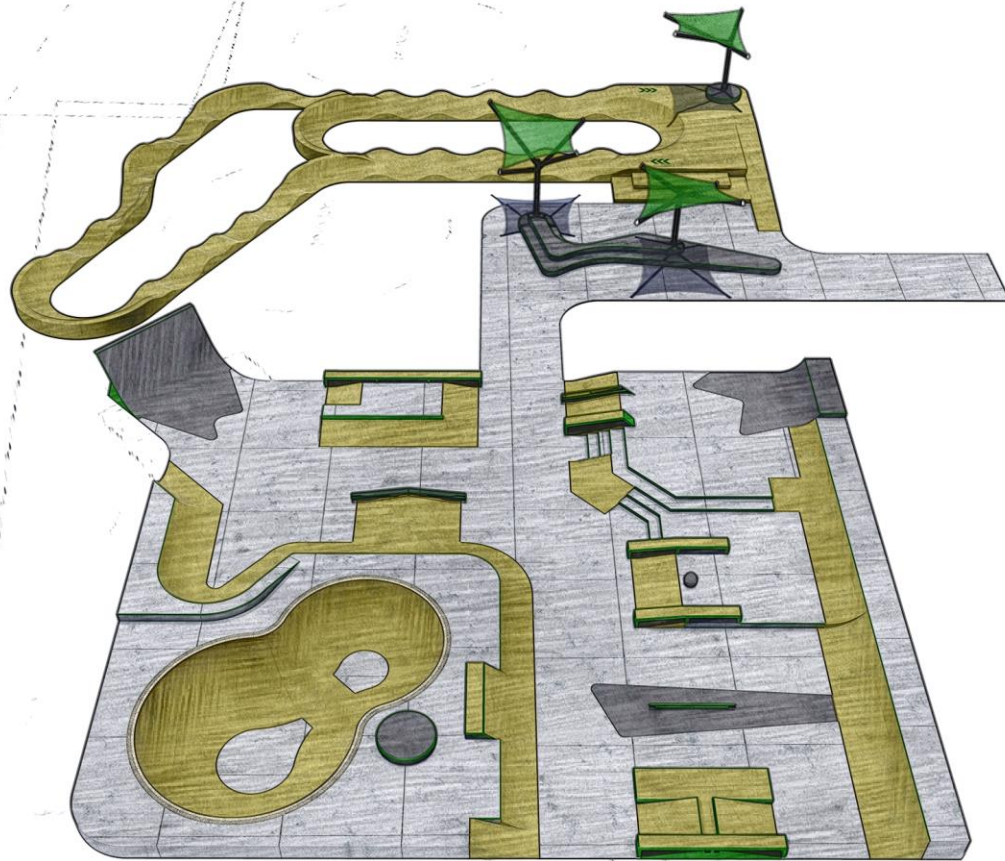
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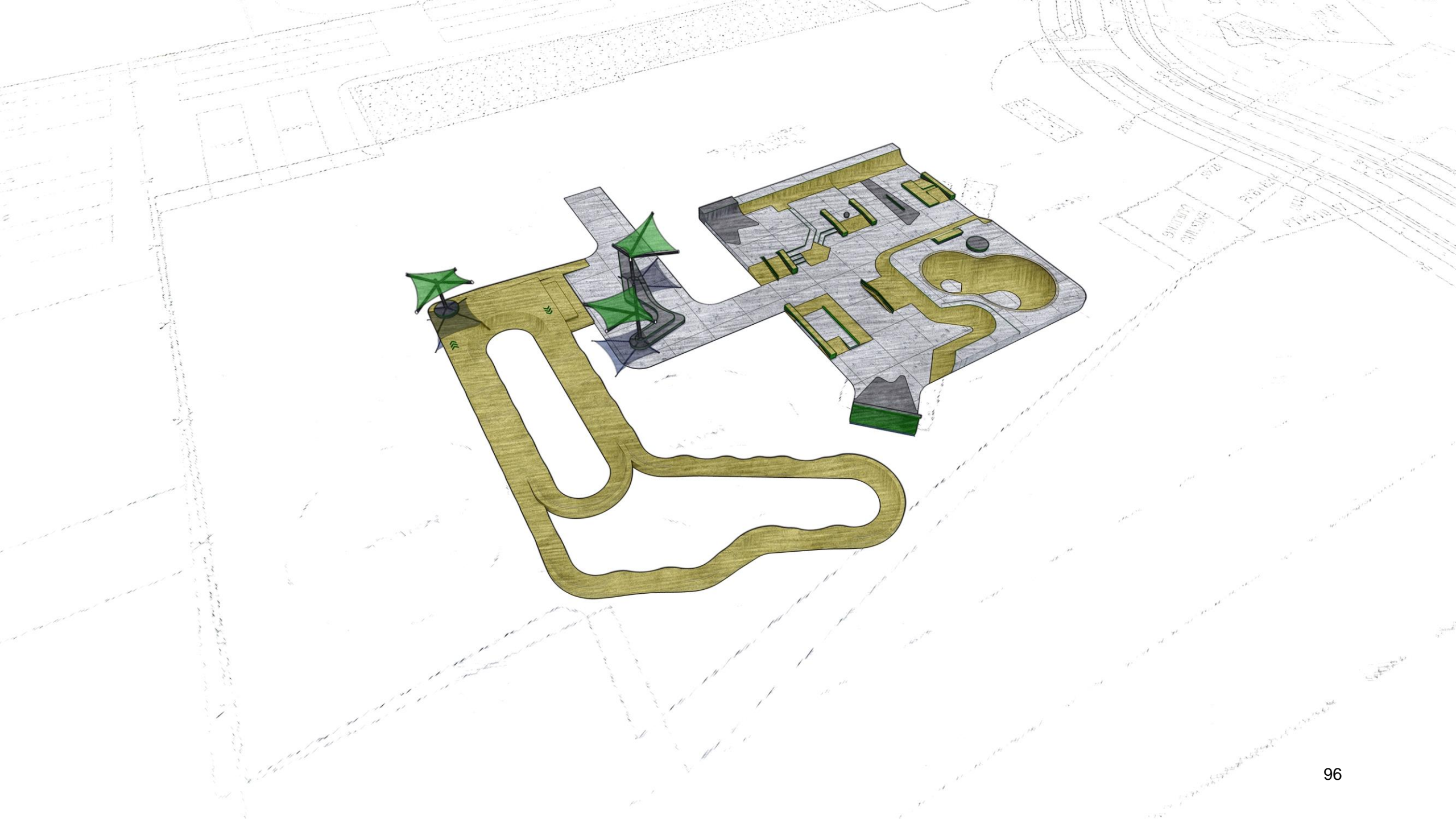
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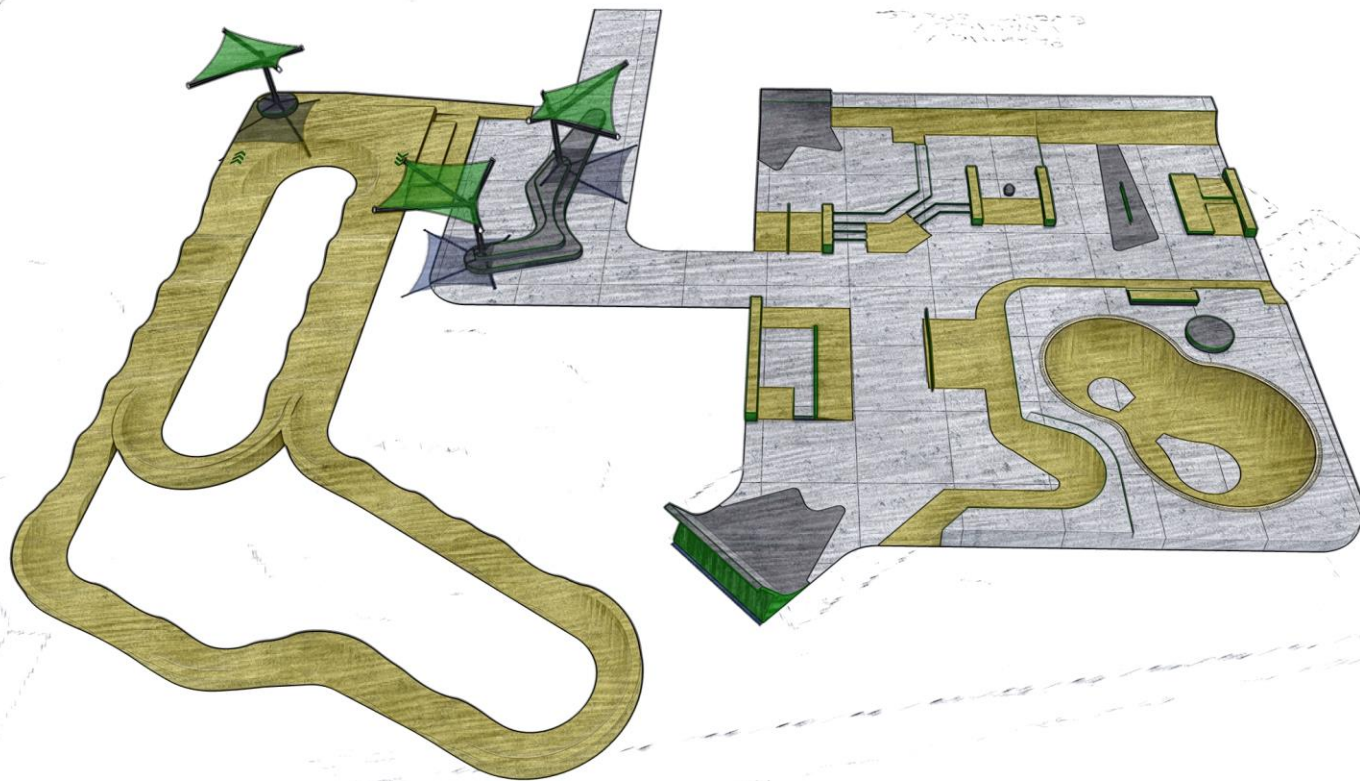


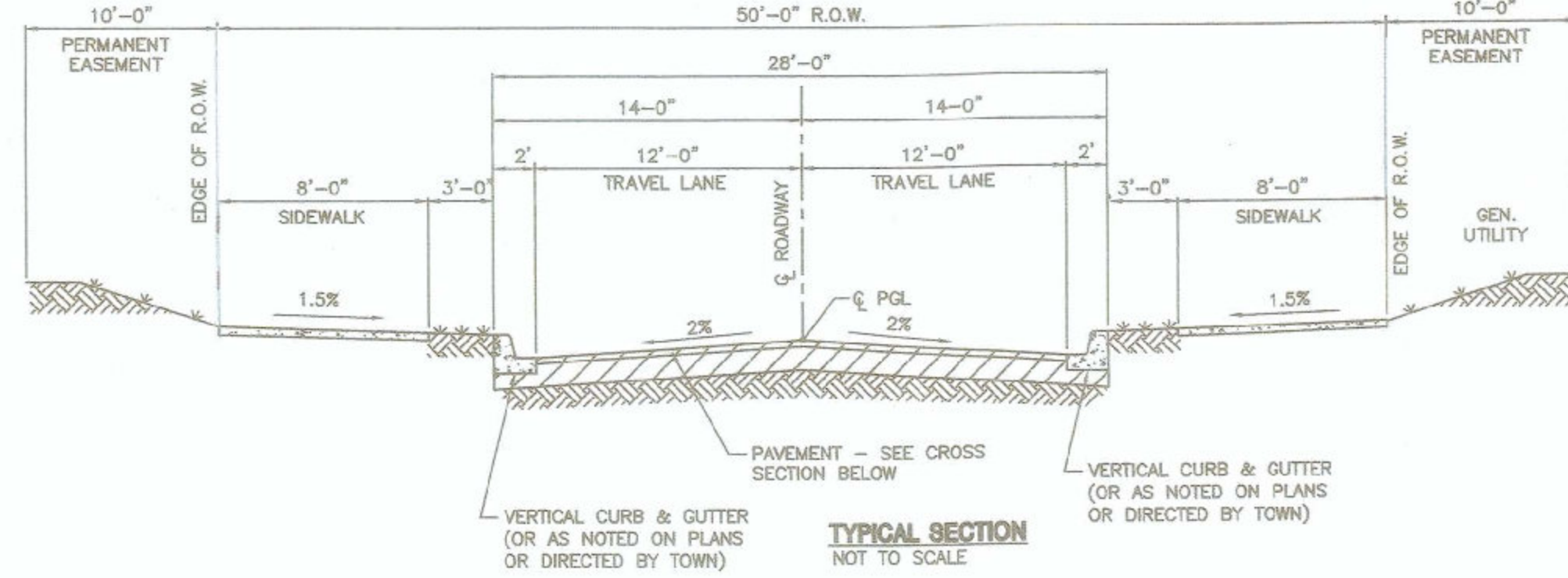
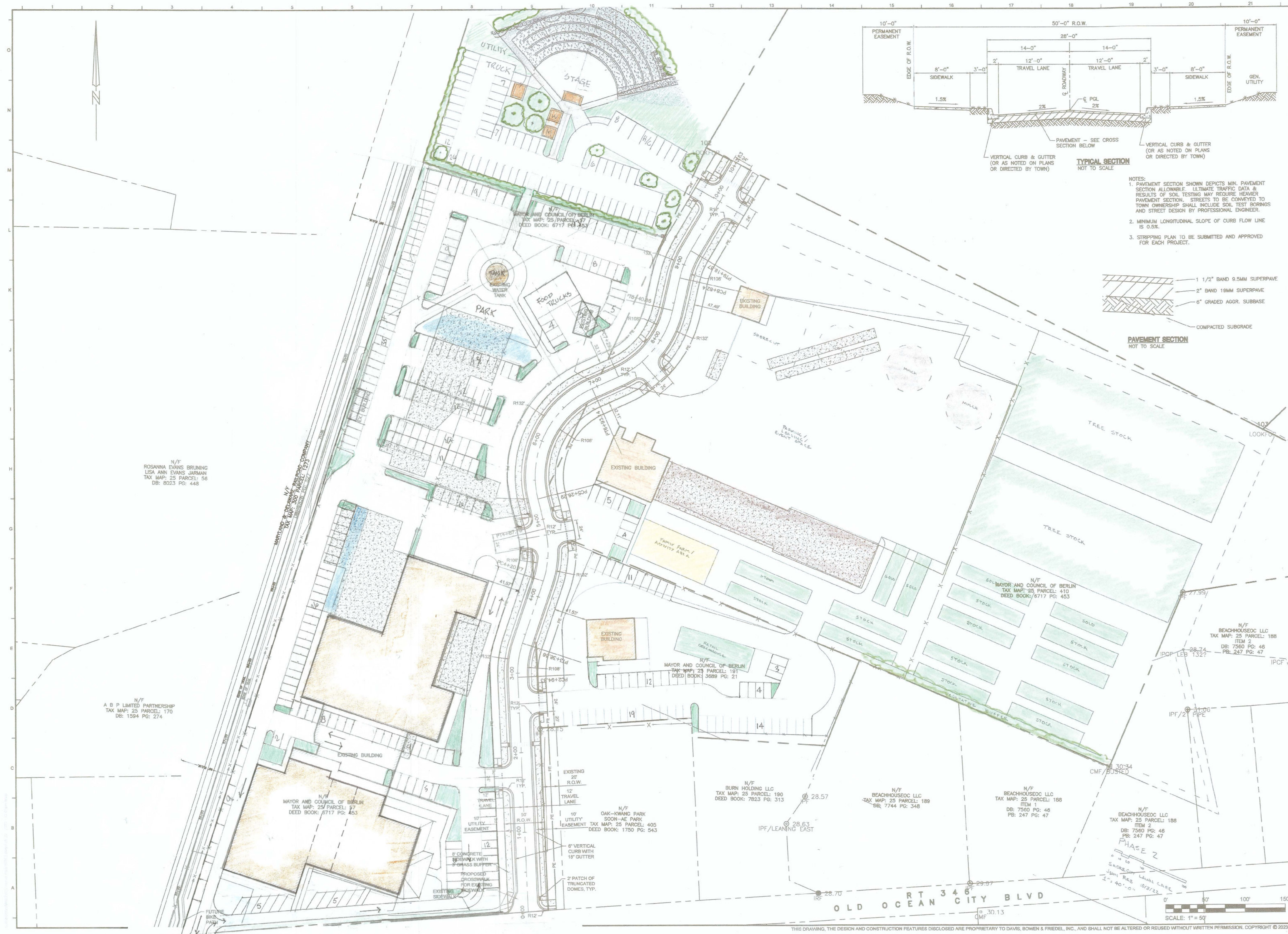
11/17
SPL. WARD AND COUNCIL OF BER. IN
TAX MAP: 25 PARCEL: 410
DEED BOOK: 16717 PG: 453



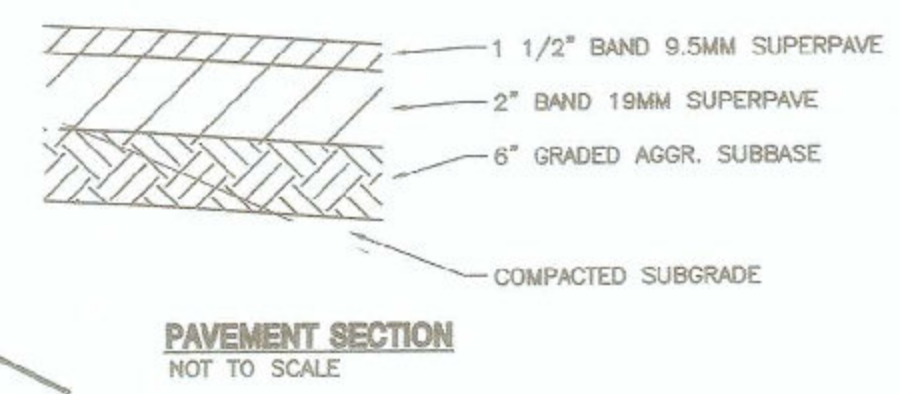








- NOTES:
1. PAVEMENT SECTION SHOWN DEPICTS MIN. PAVEMENT SECTION ALLOWABLE. ULTIMATE TRAFFIC DATA & RESULTS OF SOIL TESTING MAY REQUIRE HEAVIER PAVEMENT SECTION. STREETS TO BE CONVEYED TO TOWN OWNERSHIP SHALL INCLUDE SOIL TEST BORINGS AND STREET DESIGN BY PROFESSIONAL ENGINEER.
 2. MINIMUM LONGITUDINAL SLOPE OF CURB FLOW LINE IS 0.5%.
 3. STRIPPING PLAN TO BE SUBMITTED AND APPROVED FOR EACH PROJECT.



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly Licensed Professional Engineer in the laws of the State of Maryland License No. 31102. Expiration Date: 31-31-25

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS - ENGINEERS - SURVEYORS
JANESVILLE, MARYLAND 410.543.9091
BALTIMORE, MARYLAND 410.770.1444

HERON PARK ROADWAY
RT 346 OLD OCEAN CITY BLVD
TOWN OF BERLIN, MARYLAND

Date:	JANUARY 2023
Scale:	1" = 50'
Dwn By:	ADM
Proj No.:	0050A002

CONCEPT SITE PLAN

Dwg No.: **C-000**



Information Pertaining to the Potential Sale: Finances	
How much is Coastal Ventures Properties LLC willing to pay for parcels 57, 191, and 410?	Coastal Ventures Properties LLC (CVP) has offered the Town of Berlin \$1.7 million for parcels 57, 191, and 410.
Are there any restrictions included in the sale price from CVP?	<p>Yes, CVP has requested that \$200,000 of the sale price be restricted for up to 24 months to help accelerate two Town owned projects on the site as follows:</p> <ul style="list-style-type: none"> • The offer includes \$100,000 for a Rails and Trails bikeway that would extend from the north side of Old Ocean City Blvd. back to the proposed entertainment venue and passive use section of the park. If this project is unsuccessful within 24 months, the Town of Berlin may reallocate the full \$100,000 however the Mayor and Council deem appropriate. • The offer also includes an additional \$100,000 to spark the fundraising efforts of a town-owned entertainment venue. The subcommittee has approximated the cost of this project between \$400,000 and \$500,000. If this project is unsuccessful within 24 months, the Town of Berlin may reallocate the full \$100,000 however the Mayor and Council deem appropriate.
Are there additional costs or responsibilities to the Town of Berlin if Coastal Ventures Properties purchased parcels 57, 191, and 410?	The subcommittee has recommended that the Town of Berlin own, build, and maintain a 60' wide roadbed from Old Ocean City Blvd to the proposed Entertainment Venue. The roadway will include sidewalks to facilitate pedestrian access to the property.
What additional costs are paid by CVP?	CVP would be responsible for all costs of development, including impact fees, connection fees, traffic study, and costs associated with running water, sewer, and electric lines necessary to service their properties.

Timeline for the Potential Sale of Heron Park

- March 2021
 - The Mayor and Council held a listening session with the public “to gauge public interest in selling two parcels (p.57 and p.410) that are part of the heron park property.”
 - The Council decided to move forward with the request for proposals (RFP) process.
- October 2021
 - At a public meeting where comments from the public were accepted, the Council voted 4-0 to approve the request for proposals (RFP) for parcels 57 and 410.
- November 2021
 - The request for proposals (RFP) was published on the Town of Berlin’s website.
- February 2022
 - The bids that were received from the Town of Berlin’s request for proposals (RFP) were opened in public and streamed on Facebook.
 - The Mayor and Council also held a public meeting to discuss the two submissions (Coastal Ventures Properties LLC and Natelli Communities). Public comment was also accepted during this meeting.
- May 2022
 - The Council voted 4-0 to enter into an extended negotiation period (ENP) with Coastal Ventures Properties LLC during a public meeting where public comment was accepted.
- January 2023
 - The Council voted 3-1, with Vice-President Burrell opposed, to approve a 180-day extension of the ENP with Coastal Ventures Properties LLC during a public meeting where public comment was accepted.
- June 2023
 - The Council voted to extend the ENP until December 2023
 - The Mayor and Council will hold a public work session meeting with CVP on Monday, July 10th, at 6:00 PM. Public comment will be accepted at the end of the meeting.
 - The Mayor and Council have asked the Parks Commission to hold a public meeting with public comment regarding Heron Park on Tuesday, July 11th, at 5:30 PM.
 - The Mayor and Council have asked the Planning Commission to hold a public meeting with public comment regarding Heron Park on Wednesday, July 12th, at 5:30 PM.

**For questions, please reach out to the Mayor’s Office:
410-641-3858 or email MayorZack@berlinmd.gov**

Heron Park Summary of Proposal by Palmer Gillis, Coastal Ventures Properties, LLC.

July 10, 2023:

TOWN OF BERLIN. Heron Park.

- How we got here,..the process. Past and present. Page #2
- Studies by the town. Page #3
- Demolition. Scope, bidding, etc. Page #4
- Community comments. Shared goals. Page #5
- Public road, public entertainment venue, skate park. Page #6
- Jump start the process. Page #7
- Valuation. Page #8
- Where do we go from here. The future. Page #9

"I would rather implement an imperfect plan then never implement a perfect plan "

"Everyone loves progress, but no one likes change."

Let us implement the Community vision.

July 10, 2023

How we got here. The process. Past and Present.

1. Was familiar with the plant due to previous construction projects.
2. Began to read that the town was starting a "listing" process to create ideas for the use and development ideas. What to do with it? Early 2021
3. Approached the Town, the Mayor, Town manager, P & Z to see what the situation was. We do this on almost all projects. Nothing "secret" or conspiratorial in this approach. Mid 2021
4. We created ideas and concepts. We have repurposed many buildings like the Tyson Plant. We used Achievement Park in Easton, a 200,000 sf repurposed building as our development model. Mid 2021
5. Did an onsite inspection. Mid 2021
6. Met with an Architect to create concept drawings. Fall 2021
7. Suggested to the Town our idea. Could they single source the sale of this? Fall 2021
8. Mayor met with town officials and the Town decided to put it out for public RFP. Again, this is a normal public process. Fall 2021.
9. Followed the RFP process and submitted it in early 2022.
10. Town met with us and the other responder.
11. Town selected our plan and entered a "negotiating period" with us as outlined in the RFP.
12. Mayor created a committee.
13. Met with committee 3 times.
14. Worked thru the concepts, negotiated price and other conditions and restrictions. All within the boundaries and framework of our response to the Towns RFP.
15. The Town extended the ENP.
16. The town created a draft contract to be presented to the public and the rest of the Town Council.
17. Here we are.

We have stopped meeting interested users. First question that they ask is "how much?" and "when?" We cannot advise any longer. Garden Center has material lead times. Open 2022?, 2023?, now 2024?

July 10, 2023

Studies by the Town.

Berlin Falls Park Interpretive Plan

Berlin Falls Park Building Condition Assessment

Berlin Falls Park Lagoons

Berlin Falls Park Concept Plans

Tyson Phase I Final Report

Tyson Phase II Final Report

Tyson Foods Environmental Summary Final.

Town of Berlin RFP #2021 – 02

July 10, 2023

Demolition. "The process".

The Town has been granted funds in the amount of \$500,000 to apply for the demolition of or partial demolition of the Tyson Plant. To walk thru the process, the Town must agree on a scope of demolition, create drawings, create specifications, advertise for bidding, receive proposals, evaluate the bids, and select a contractor.

Ask yourself, who will be making that decision, defining the scope of demolition? This is important. How will the process be followed.

As an example, when you compare the two responses to the Towns RFP, the Natelli proposal fully utilized the grant. Their response was demolition for the entire 3 parcels. That would include all of the lands and put the responsibility to the Town to remove *everything* on all sites to construct their proposed residential project. This demolition scope will absolutely cost more than the \$500,000 grant and the Town would be responsible for the difference. Please do not forget that this must include what is *below grade* to deliver the site to their development needs.

Think of cutting down a tree and one contractor is significantly more than the other. So, you take the low bid. The contractor cuts the tree down and leaves the stump. Stump removal can cost as much as tree removal. There are underground utilities and structural foundations that must be removed all over the site that must be considered for any demolition process.

Our proposal considers select demolition only, fully utilizing the grant BUT, we will take responsibility for any further demolition costs needed for our project. We are estimating an additional \$500,000 beyond the Towns grant *at a minimum* to achieve the needed demolition.

In our opinion , it will take the Town several weeks, if not months, to define the scope of demolition, prepare bidding documents, advertise for bidding and evaluation of the bid results. That of course is if the Town knows what they want demolished.

July 10, 2023

TOWN OF BERLIN Heron Park- Community goals.

1. Solar field
2. EV charging stations.
3. Pollinator garden
4. Embrace the Arts. Visual, Performing, and culinary.
5. Skate Park
6. Entertainment venue. Simple at first, lawn chairs grass slopes. Can grow. 20 to 200 people??
7. Open spaces. Retain the north 44 acres.
8. Specialty shops, boutiques.
9. Incorporate pedestrian and bike trail.
10. Do not compromise downtown. Promote downtown from this location.
11. Agri tourism Educational
12. Eateries. Think destination. Old Town Alexandria, torpedo factory.
13. Central kitchen – catering.
14. Brewery. Think Evo or dogfish head.
15. Fitness center
16. Pet friendly, pet park.
17. Community garden.
18. Make income producing and job producing.
19. Fiora farms. Cabo. Farm to table.
20. Museum
21. Art Gallery
22. Childrens theater.
23. O. C. Art league (if desired).
24. Mini golf
25. Wedding venue, large event space.
26. Rock climbing wall, ropes course
27. Arcade.
28. Park and ride trolley to downtown.
29. Food trucks.
30. innovator food hub, shared kitchen, commissary, test kitchen.
31. Bike pedestrian trail along railroad tracks.

Any and all ideas are welcome but must be practical!

June 10, 2023:

Town of Berlin Heron Park

The Garden Center Vision: Gardening is my passion. The Berlin Garden Center will offer a refreshing alternative to national chains. We will offer a personalized experience with locally grown unique items you won't find elsewhere. We are inspired by "How Sweet It Is", Lords Landscaping in DE and "Village Greens Garden Centers," (3 of my happy places, it broke my heart when Village Green closed) We want to offer a diverse selection of plants, flowers, shrubs, trees, and gardening essentials sourced from local growers who share our commitment to sustainability and quality.

We want to create a welcoming environment for guests with an interactive "Potting Station". Where you can not only purchase pots, seeds, or plants but you're also engaging in an immersive experience with knowledgeable staff who will guide you through the process & provide valuable insights into indigenous plants and their care.

We want to offer educational opportunities, agritourism, which will be good for the local economy, workshops & classes while nurturing a sense of community.

We want to create a community hub, with a sense of connection and sharing among gardening enthusiasts. We want to host events such as plant swaps, guest speaker sessions, and seasonal celebrations to bring together locals who share a passion for gardening and a love for nature.

We want to empower our guests through these educational opportunities and inspire them to cultivate their own green & happy spaces and a deeper appreciation for nature.

The Entertainment Center Vision: We share the same goals as the Berlin community to create a small, intimate entertainment venue. Through the RFP, our community discussions and listening to public input, we began envisioning and refining our concept. We believe in taking a gradual and organic approach, starting with crawling, then walking, and eventually running as our community takes the project and runs with it.

To avoid any misconceptions, let's not use the term "amphitheater," it creates thoughts of larger venues like Merriweather Post Pavilion or Freeman Stage.

Our vision revolves around a smaller performing arts stage, or entertainment venue, similar size to the stages at the Ocean Pines Yacht Club or OC Sunset Park. These venues offer a casual atmosphere where guests can bring their own chairs and accommodate audiences ranging from 20 to 200 guests. By the way the OC Sunset Park is an alcohol-free property, and those performances are full of guests who enjoy listening to local acts.

We recently experienced the magic of a small, sold-out performance of Gilligan's Island the Musical at the OC Center for the Arts, which only accommodated 40 guests. It was a fabulous experience! We believe that if the town is interested, the OC Art League could be an experienced & valuable asset, attracting live theater productions, including children's theater. We would like to create a venue to share these types of experiences.

July 10, 2023

TOWN OF BERLIN. Heron Park.

Jump start community projects.

- 1. Salisbury Park bandstand leveraged into the pedestrian bridge.**
- 2. Regional Art Institute and Gallery donated 5,000 sf of shell space which leveraged into a permanent 5,000 square foot *finished* facility.**
- 3. Riverview commons. Riverwalk.**
- 4. Donated the gallery Building to SU now a community Arts Center and Entrepreneur Center *and* a \$5m renovation donation from the Rommel family. SU Downtown.**
- 5. Charles County Western Parkway lands**
- 6. Gateway building. Public way secure, lighted, elevator.**
- 7. Gallery building. Public way. Secure, lighted, elevator.**

7.

July 10, 2023

Valuation of Heron Park.

- SVN listing agreement for a fully functioning poultry processing plant. \$1.9 million. 2010
- Burly Oak Brewing parcel 57, offer \$150,000 TOTAL. 2021, 9.35 acres.
- Shore Craft (?) offer \$100,000 TOTAL parcel 57. 2021 9.35 acres
- The Towns appraisal for the 3 parcels 2022 \$1.7 million
- Gillis \$1.5 million 3 parcels increased to \$1.7 million 2022. *We pay for demolition beyond the grant.* We are estimating an additional \$500,000 for our scope of demolition. Still less that Natelli scope.
- Natelli \$1,6 million Feb. 2022. *Town pays for demolition beyond the grant.*
- Plak That 3 acres transferred in January 2023, \$ 120,000/acre no restrictions except zoning, no demolition, no environmental issues.

Risks, restrictions. When you place development restrictions on a property you lower the value of that property. This makes appraisers lower the value of a property which in turn makes lenders lend less. We are seeing a investment of 12 to 15 million dollars here on a high risk development project.

"The value of a property is only what a buyer is willing to pay."

July 10, 2023

Town of Berlin Heron Park. Where do we go from here. The future.

Decide to accept or reject the draft contract. If accepted see below.

1. Create a plan for planning and zoning and set in for public hearing 2 to 4 months. Architectural, civil engineering, roof, electrical engineering, HVAC and Plumbing engineering
2. Determine entrances on Ocean City Road. State Highway.
3. Schedule a traffic study. *Must be completed when school is in session.* Work with State Highway
4. Update environmental audits.
5. Create a storm water management plan.
6. Create scope of demolition for bidding. Bid, review, and implement.
7. Verify utilities to serve the property.
8. Seek lender financing.
9. Seek a building permit with the Town of Berlin.
10. More public input along the way.
11. Incorporate Easton's rail spurs.
12. Understand RTU's 27 to 40 weeks delivery.
13. Invest a minimum of \$50,000 to \$100,000 for the process to get started after the contract.
14. Create jobs and Town revenue.
15. Dynamic process. This will change.
16. Prospects first question is "How much and when?"

Note:

- This is personal to Sandy and our family and myself.
- Please understand that Federal and State grants support and fund projects when the Town speaks as one voice. Granting agencies do not get behind split leadership. Referring to the new Town road, Amphitheater, Skate Park, Old Ocean City Road (main street to Rt.), etc.etc.



6/13/2023

Mary Bohlen, Town Administrator
Town of Berlin
10 William Street
Berlin, MD 21811

To the Honorable Mayor, Esteemed Members of the Town Council, and valued citizens of Berlin, Maryland,

Greetings from the Art League of Ocean City!

We write to express our support and encouragement for the acceptance of the redevelopment project proposed by the Gillis Family at Heron Park.

As a vital community asset in the Town of Ocean City, we recognize the tremendous potential of this proposal to expand the representation and embrace of the Arts Community in our broader region. By incorporating the proposed entertainment venue at Heron Park, we envision a further surge in growth and awareness of how the arts can enrich the quality of life for a community, while also enhancing tourism and fostering economic development opportunities.

The Gillis Family has long been dedicated supporters of the Arts Community, with their involvement dating back to their creation of a permanent home for the Art Institute and Gallery in downtown Salisbury during the mid-80's. Also worth mentioning is the Gillis Family efforts to construct the Ocean City Center for the Arts in 2013, in which they served as general contractor. Without their competitive bid and gracious support this project might have never come to fruition.

With their proposed redevelopment plan for Heron Park, we perceive an opportunity, should the town desire it, to extend some of our highly popular programs, shows and performances into the welcoming embrace of Berlin.

Should you have any inquiries or require further recommendations or comments from our organization, please do not hesitate to reach out to us.

Best regards,

Rina Thaler, Executive Director

John Sisson, President BOD