

# PARKS COMMISSION AGENDA

Tuesday, September 5, 2023 5:30 PM

- 1. Approval of Minutes for July 11, 2023
- 2. Upcoming Event/Activity Dates
  - a) Fall Glow Walk Friday, November 3, 2023, 5:30 PM
- 3. Program Open Space Project Priority List
  - a) Henry Park Playground Grant Application
- 4. Comments from the Commission
- 5. Adjournment

<u>Upcoming Meeting/Event Schedule</u>: Friday, November 3, 2023, 5:30 PM – Fall Glow Walk Tuesday, November 7, 2023 – Meeting

> Berlin Town Hall, 10 William Street, Berlin, MD 21811 2<sup>nd</sup> Floor Conference Room 410-641-4314 for more information

## Parks Commission Meeting Minutes Tuesday, July 11, 2023

#### 5:30 PM REGULAR SESSION – Berlin Town Hall Conference Room

**Commission Members Present**: Chair Mike Wiley, Sarah Hooper, and Laura Stearns

Commission Members Absent: Patricia Dufendach

Staff Present: Town Administrator Mary Bohlen, Public Works Director Jimmy Charles, Public Works

Superintendent Cody Chesser, and Administrative Assistant Kate Daub

Others Present: Palmer Gillis and Sandy Gillis

This meeting was also broadcast live via Facebook and called to order by Administrative Assistant Kate Daub at approximately 5:30 PM.

Ms. Laura Stearns moved to approve the meeting minutes of May 2, 2023. Ms. Sarah Hooper seconded, and approval was unanimous.

Ms. Daub began the meeting by reminding those in attendance that Town Administrator Mary Bohlen has stepped away from leading the Parks Commission meetings going forward; she thanked the commission members for their patience during the transition.

Ms. Daub began by highlighting the National Night Out event scheduled for Tuesday, August 1, 2023. She explained that she had been in touch with the Parks Commission members regarding a prepackaged craft option to have on hand and distribute at the event; she confirmed the commission had decided on the type of craft and she asked how many the group would like to order. Ms. Daub provided a reminder that seventy-five crafts were ordered for the Spring Celebration, which she said did not seem to be enough. Ms. Hooper recommended ordering one hundred twenty-five prepackaged crafts; Ms. Stearns and Mr. Wiley agreed.

Ms. Daub deviated from the meeting agenda to introduce Public Works Director Jimmy Charles; Mr. Charles reported that members of the Horticultural Advisory Committee (HAC) were present at the meeting to share updates regarding the committee's future plans and projects. HAC member Ms. Georgiana McElroy provided a photograph to the Parks Commission which highlighted the committee's vision for Henry Park. She explained that they would like to carry out the proposed plan prior to the National Night Out on August 1, 2023, adding the idea is to improve the landscape surrounding the Dr. William Henry Park entrance sign. She noted that they have chosen drought-tolerant plants with winter interests and are pollinators, which she said are easy to maintain. Ms. McElroy continued by saying the committee hopes to come before the Parks Commission again regarding their plan to plant more trees at Henry Park and Stephen Decatur Park.

She confirmed the HAC has chosen nine trees to be added to Stephen Decatur Park, including Redbuds, Bald Cypress, and Princeton Elms. Ms. Stearns said she would love to see a tree buffer along Route 113 and asked if the HAC had a long-term plan for incorporating one. Ms. McElroy commented that Bald Cypress could serve as a buffer because they grow quickly; she added that they could start with three trees and add more if space allows. She continued by saying that the HAC hopes to develop a tree plan for the next two to three years and acknowledged that much of the planning will be dependent on funding. Ms. Hooper said she believes a tree buffer is also needed at Henry Park; Ms. McElroy answered

that there is a plan in place, however, she said there is also a plan to put murals along the fence at the park. She stated that the future plan for Stephen Decatur Park includes nominating the park as a National Arboretum and said replacing and adding the trees will help to move the process forward. Lastly, Ms. McElroy reported that they have an invasive species expert on the committee who has identified a concern regarding the abundance of invasive vines in Stephen Decatur Park; she said that the problem is one they hope to address soon. Ms. McElroy thanked HAC member Ms. Carolyn Downes for her help in creating their Clean Up Day promotion; she confirmed that Clean Up Day is held every other Thursday in the summer with the hope the event will continue once a month in the Fall.

Discussion followed regarding the Heron Park project and the Coastal Ventures Properties proposal for the site. Ms. Daub stated the Mayor and Council have asked the Parks Commission to provide a recommendation concerning the proposed path forward. Mr. Wiley recognized there are differing views on how to best utilize the space; he acknowledged many factors are involved but said he would like to see more open space incorporated into the plan. He continued by saying he liked what he saw regarding the proposed plan; however, he would like to see the space remain as natural as possible. Ms. Hooper said she feels the proposed garden center would complement what the town already has but says she does not want to see any kind of competition with the downtown area.

Resident Edward Hammond said he is unclear as to what the purview of the Parks Commission is with respect to the proposal; Mr. Wiley answered the property was purchased for the inclusion of a park. Mr. Hammond asked if the Parks Commission's recommendation to the Mayor and Council would include whether to sell all the usable land in the park; Mr. Wiley confirmed, adding that is what the commission has been charged with.

Ms. Stearns said she believes the proposal by Coastal Ventures Properties is a lovely design but said she questions if the plan will allow the Town to generate enough money to compensate for the huge expense it has already laid out. She continued by saying the town is becoming more populated and does not want the town to sell something that could be used for future generations. She said she feels the property could be the ideal place for the skate park, adding that she believes the direction the town is heading seems as though the property would make for a great recreational facility. Ms. Stearns echoed Ms. Hooper's concern regarding how the new development may take business away from downtown.

Mr. Hammond said it is his opinion that the most logical place for the skatepark is Heron Park. He acknowledged that there is a lot of frustration around the town and the feeling that the issue has been moving around in circles for a long time. He continued by saying that there is a shared belief the Heron Park Committee was engaged in a process to determine the use of the land; however, he said upon review of the meeting minutes the focus was on the use of the property as a park. He said the idea that the years-long process of the Heron Park Committee was one in which the town considered the sale of all usable land in the park and decided what the town wanted to do with the land is false. He said the path forward for the project should include a process of citizen engagement, adding there has been a considerable headwind for the proposal that is presently on the table and said it does not appear to him that it is going to prove to be a viable one.

Mr. Hammond shared he has no doubt as to the earnest desires and efforts of the members of the Heron Park subcommittee that were negotiating with the proponent of the proposal, but he said he feels they did not have the skill set to properly negotiate a project of this magnitude. He made the Parks Commission aware that he developed a proposal based on what he believes the town needs to do which includes forming a committee of local Berlin citizens who have education and experience in architecture,

planning, and engineering; he said it is important to collect the ideas of town residents and prepare a plan within one year for the rezoning of the property to ensure that any parcels being sold for commercial use are sold at a commercial rate.

Resident Marie Velong asked why the amphitheater part of Coastal Ventures Properties plan would need a sixty-foot road if it were to have a suggested capacity of twenty to two hundred people. She said she feels any recommendation made on behalf of the Parks Commission should include that any money the town gets for the property pays off the debt. She said the town bought the property at a commercial price and turned it into residential which lost money, adding the town is now selling the property as residential only to have it be turned back into commercial. She said she does not feel the property is a safe place to include a skatepark given that the children that frequent the park may be unsupervised with no clear way for the police to be able to monitor them. Ms. Velong said she feels it would be in the town's best interest to get rid of as much of the existing building as possible using the demolition grant funds and get a consensus on how residents feel the site can best be utilized.

Resident Gladys Watson asked if the town would have control over what the buyer can do with the parcels should the town sell them; Mr. Wiley answered the property would be regulated by how it is zoned at the time of the sale.

A question was raised by a member of the public in attendance that asked if the \$500,000 demolition grant the town was awarded is required to be part of a bigger project; Town Administrator Mary Bohlen answered that the \$500,000 grant is specific to the demolition at the Heron Park site. An additional question was asked regarding why the town is not acting on spending the demolition grant and taking down what it can with the money available; Ms. Bohlen said the town needs to determine the level of demolition; whether the bid documents should be written to demolish as much as possible with the available funding or to demolish only specific section of the building. She clarified by saying it makes a big difference as to how the specs are written and how contractors look at the scope of the work.

Mr. Palmer Gillis with Coastal Ventures Properties was present at the meeting and asked to address some of the comments made during the meeting. He said he disputes the notion that the forty-four acres of the property are not usable; he said he would suggest the property is very usable. Mr. Gillis said the community has done eight different studies on the property, whether they be environmental studies or use studies, and said the town has expressed what it wants to see happen with the property. He said he has tried to specifically aim right at the uses and what the town has said they want to have at this property. He clarified that the uses are reflected in the Request for Proposal (RFP) and they have been bound by the boundaries set in the RFP.

Mr. Gillis continued by saying he agreed with the comment that was made about the reduction of debt; he said when you go to settlement on a bond, the bond is a lien on that property. He explained his proposal did not include a road and did not require much public expense. He shared that he believes the project would be beneficial for the town as it could become income-producing, job-producing and pay down the debt the town has accrued. He added that it was his hope to include a skate park on the property as the park would demand less than half an acre of space. He emphasized that the town's plan is his plan, and they have respectfully tried to replicate what the town has indicated it wanted. He said he is willing to take responsibility for any demolition that is needed on the property beyond the \$500,000 grant.

Ms. Stearns asked if it would be possible to take the proposal to referendum because she feels the purchase of this property is what upset taxpayers. Ms. Bohlen answered it would be possible, however, she said it must be very carefully thought out, adding the process of taking it to a referendum would act like any election. She stressed that the question must be very carefully worded so voters can understand it and it gets the answers being sought after. Mr. Gillis asked if there would be an expense associated with having the referendum; Ms. Bohlen said the expense of running an election is low for a Berlin election and estimated it would probably cost less than \$3,000. Mr. Hammond added there was at least one comment at the Mayor and Council meeting on July 10, 2023, opposing the idea of a referendum, saying that it would pit people against one another; he said it is his view it would be improper to have a referendum question on a specific proposal by a specific developer. Ms. Bohlen said she would agree, adding it must be more of a broad question as to the disposition, and said it is her recommendation to the Council not to go in that direction. Ms. Daub asked if the town would be obligated to move forward with the result of the ballot; Ms. Bohlen confirmed the town would be obligated to pursue the response of the ballot.

A lengthy discussion followed regarding the environmental and use studies done on the property. Mr. Hammond asked which party would be responsible for the remediation should the revised environmental studies indicate that a large amount of remediation is going to be necessary. Mr. Gillis said he has strong reason to believe there are no environmental issues on the property based on the studies that have already been done; he said it is his assessment that there are no environmental hazards that must be addressed on the property. Ms. Velong asked if the water tank would remain on the property; Mr. Gillis said an artistic method could be taken to repurpose the tank for an alternative use.

Resident Lori Major of Kenwood Court said she is delighted to hear Mr. Gillis feels that Heron Park would be a good place for a skate park. Resident Diane Frederick of Burley Street agreed and said she thinks the town rallied around the purchase of the property when that skate park was proposed at Heron Park three years ago.

Ms. Sandy Gillis asked that the word amphitheater not be used when describing the proposed stage venue, as her vision is one much smaller and simpler than the Freeman Stage. Mr. Gillis said they were proposing that they would build the stage and donate the stage and the land to the town when the town is ready to accept it.

Following no further comments concerning the Heron Park project, Mr. Wiley reminded those in attendance that National Night Out will be held on Tuesday, August 1, 2023, at 4 p.m.

Mr. Stearns shared that by being a member of the Parks Commission, she has listened to what people want in town and many people want a skatepark. She said she does not see how the town can sell the Heron Park property without knowing where the skatepark would be going. Ms. Hooper said an observation that has been very different about this whole process is the Parks Commission has always engaged the community to ask what they wanted to be done with town-owned land.

Mr. Gillis provided the Parks Commission members with a diagram that highlighted the location he felt would best be suited for a skatepark; he said the location has topographical elements that would help with construction and already shares some impervious surfaces that can be used instead of duplicating efforts. Ms. Velong said she feels a safer option would be to put the skatepark closer to Old Ocean City Boulevard so people can see it. Mr. Hammond said there are additional public uses that are of interest

to many people in town and believes a skatepark would best be integrated with other public uses for some of the land which should be determined through a public planning process.

Ms. Daub asked the Parks Commission members to review the information that had been presented during the meeting and asked that they provide a summary to present to the Mayor and Council during the next Regular Session meeting on Monday, July 24, 2023.

Ms. Stearns moved to adjourn the meeting; Ms. Hooper seconded, and the meeting adjourned at approximately 7:09 PM.

Respectfully Submitted,

Kate Daub

Kate Daub

**Administrative Assistant** 





Join us for our Fall Just Walk event beginning in Stephen Decatur Park.

Follow a 4.5-mile route around and through downtown Berlin.

Participants are asked to bring and wear glow in the dark items to light up the night for a walk around the community.



registration begins at 5 p.m.









# PROGRAM OPEN SPACE ANNUAL PROGRAM FOR DEVELOPMENT FISCAL YEAR 2024

Source of Funds (for Annual Program Only)

							Source or	Fullus (101 Allilual F10	grain Omy)
BERLIN   Stephen Decatur Park;   Map 302   Parcel 873   S266,000   S11,000   S99,000 CPP (Awarded 2021)   (Invited to apply 500,000 cpp (Awarded 2021)   S23,216 est, additional funding needed   S23,	<u>Sponsor</u>				<u>Total</u>	Local		<u>Federal</u>	
Name	RFRI IN							<u>runds</u> )	
Caption TBD:		ecatur Park:	Map 302	Parcel 873					
Pending   Inclusive Playground	Pending	Construction of Permanent Restrooms:			<.5	\$266,000	\$11,000	(Awarded 2021)	\$132.784 LWCF (Invited to apply)
Location TBD:								. ,	
1   Skate Park Phase I (feasibility report currently underway) -	Pending	Inclusive Playground			< 1	\$1,024,940	\$55,700		
Stormwater Mitigation and "Street" Park Development	<b>Location T</b>	BD:							
Skate Park Phase II	1				< 1	\$250,000	\$25,000	\$225,000	
3 Purchase of AED units for each park (4 initially) \$10,000 \$1,000 \$9,000    Stephen Decatur Park:	2		1		< 1	\$250,000	\$25,000	\$225,000	
Stephen Decatur Park:         Map 302         Parcel 873         Sephen Decatur Park:         Partial Conversion of Tennis Court to Pickleball Courts         < 1         \$95,000         \$9,500         \$85,500           Decatur and Heron Parks:         5         Purchase of Water-side Life Saving Devices (approx. 10 total)         \$50,000         \$5,000         \$45,000           Heron Park         Map 0025         Parcel 0052         \$250,000         \$25,000         \$225,000	Decatur, Ho	enry, Burbage and Heron:							
A   Partial Conversion of Tennis Court to Pickleball Courts   < 1   \$95,000   \$9,500   \$85,500	3	Purchase of AED units for each par	k (4 initially)			\$10,000	\$1,000	\$9,000	
Decatur and Heron Parks:  5 Purchase of Water-side Life Saving Devices (approx. 10 total)  Heron Park  Map 0025 Parcel 0052  ADA Walking Path from parking to lagoons and around lagoons  +/- 30 \$250,000 \$25,000 \$225,000	Stephen De	ecatur Park:	Map 302	Parcel 873					
5 Purchase of Water-side Life Saving Devices (approx. 10 total) \$50,000 \$5,000 \$45,000	4	Partial Conversion of Tennis Court	to Pickleball C	ourts	< 1	\$95,000	\$9,500	\$85,500	
Heron Park	Decatur an	d Heron Parks:							
6 ADA Walking Path from parking to lagoons and around lagoons +/- 30 \$250,000 \$25,000 \$225,000	5	Purchase of Water-side Life Saving	g Devices (appro	ox. 10 total)		\$50,000	\$5,000	\$45,000	
6 ADA Walking Path from parking to lagoons and around lagoons +/- 30 \$250,000 \$25,000 \$225,000	Heron Park	<u> </u> k	Map 0025	Parcel 0052					
7 Entertainment Venue +/- 1 UNK				+/- 30	\$250,000	\$25,000	\$225,000		
	7	Entertainment Venue			+/- 1	UNK			

<b>Location TI</b>	BD:							
8	Dog Park			+/- 1	UNK			
Heron Park		Map 0025	Parcel 0052					
9	Observation Platform(s) over lagoon			< 1	UNK			
TOTALS					\$2,195,940	\$157,200	\$1,905,956	\$132,784



# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811 Phone 410-641-2770 Fax 410-641-2316 www.berlinmd.gov

Mayor Zack Tyndall August 23, 2023

Vice President Dean Burrell Community Parks and Playgrounds Program Land Acquisition and Planning Department of Natural Resources Tawes Office Bldg. E-4

Council Members
Steve Green
Jay Knerr
Shaneka Nichols

Jack Orris

580 Taylor Avenue Annapolis, MD 21401

Town Attorney David Gaskill Via email to: Michael McQuarrie, Program Administrator Michael.mcquarrie@maryland.gov

Town Administrator

Re: Henry Park Playground

own Administrator Mary Bohlen

To Whom It May Concern,



The Mayor and Council of the Town of Berlin are pleased to submit the enclosed application for the Community Parks and Playgrounds Program for the above listed project, which is for the development and construction of a new multi-age playground unit at Dr. William Henry Park. The anticipated project cost is \$240,000 (total), of which the Town of Berlin will commit \$24,000 in matching funds and is seeking CP&P funding in the amount of \$216,000 to complete the project.

We look forward to your response. If there are any questions, please contact me at 410-641-4314 or mbohlen@berlinmd.gov. Thank you.

Sincerely,

Mary T. Bohlen Town Administrator

Mary Bola

Attachments:

Community Parks & Playgrounds Proposal List CP&P Application and Project Agreement

**Project Details** 

Att. #1 City/County Road Map

Att. #2 Site Plan (inc. concept drawings)

Att. #3 Local Planning Approval

Att. #6 Photos

Att. #7 Deeds



## Community Parks and Playgrounds (CP&P) Program

# **FY2025 Grant Proposal List**

## APPLICANT INFORMATION:

APPLICANT:	Town of Berlin Maryland	
		(Name of Municipality or Baltimore City)

## PROPOSED PROJECT(S):

The applicant may submit one or more projects for consideration. Given that this is a competitive grant, if more than one project is submitted, please provide a complete application packet for each project. A complete application packet would include a Community Parks and Playgrounds Application and Project Agreement form, a Project Details form with a proposed/estimated project schedule, and the requisite attachments.

List PRIORITY (#1 highest, etc.)	PROJECT TITLE	FUNDS REQUESTED
1.	Dr. William Henry Park Playground	\$ 216,000.00
		*

# DECLARATION OF ADHERENCE TO AWARD CONDITIONS/REQUIREMENTS

I have read and agree to adhere to all award eligibility requirements and conditions for all submitted projects including:

- 1. All projects must be consistent with National Playground Safety Standards and with the Americans with Disabilities Act.
- 2. All development projects must have a minimum twenty (20) year life span. Conversions of project use will require replacement with a project of equal or greater recreational use, recreational area, and equal or greater monetary value approved by the Community Parks and Playgrounds Program. Acquisition projects must be maintained in perpetuity. Conversion of use of land will require replacement with land of equal or greater recreational use, acreage, and equal or greater monetary value approved by the Community Parks and Playgrounds Program.
- 3. All projects are within the applicant's jurisdiction and the applicant holds the right to develop on the property.
- 4. A Community Parks and Playground funding acknowledgement sign will be installed prior to the completion of the project.

#### LOCAL GOVERNMENT AUTHORIZATION

Community Parks and Playgrounds projects are to be administered in accordance with the Program Open Space (POS) Grants Manual. As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the POS Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

Signature

Zack Tyndall

Print Name

Mayor

Title

Date 21, 2009

## Maryland Department of Natural Resources Community Parks and Playgrounds (CP&P) Program

# Community Parks and Playgrounds Application and Project Agreement

		CPP I	PROJEC	T#				
				(DN	IR Use	Only)		
I. PROJECT INFORI	MATION: Pleas	e fill out all s	ections of	f the form	comple	etely unless oth	erwise indicated.	
PARK NAME [	Dr. William F	lenry Par	k					
PROJECT NAME	Henry Park I	Playgrour	ıd					
2. APPLICANT:	own of Berli				_′_	Worceste		
APPLICANT'S	(Municipality or E	Baltimore City)	PREV	IOUS PO	S/CP	&P/LPPI	(Specify County)	
3. FEDERAL ID #:	52-6000776	3	PROJ	ECT(S)	AT TH	SLOCATION	7434-23-2	71
4. PROJECT LOCAT	ION: Please ide	entify all appl	icable par	cels.				
Street Address: 12	3 Flower Str	eet						
City/Town Berlin		Z	ip Code	21811		MD Leg	islative District	38
County Tax Map 03	301	Grid	0013		Parce	0691	Lot	
SDAT Account Ident		798						
District-Sub	division-Account N		d-Section-E	Block-Lot (a	s applic	able)		
PROJECT DESC	RIPTION: Desc	criptions are w	ritten into t	he agenda	item. w	hich is presented	to the Maryland Bo	oard of Public
5. Works for approval. Pl needs? Is it a new dev	ease explain the p	roposed proje	ct and be s	specific. W	ny is it b	eing done and he	ow does it relate to	local recreation
explain and justify the								
The Town of Berlin s	eeks to replace	a large play	structure t	for ages 5	to 12 p	ourchased and	installed in 2001	at Dr. William
Henry Park with a ne Recreation. The new	unit will replace	the existing						
some enlargement o	f the play area s	hape.						
The most recent ann the existing equipme	ual inspection re	port complet	ted on Ap	ril 20, 202	3, by P	layground Gua	rdian identified 3	2 issues with
inspectors identified	a gap by a post	that could lea	ad to head	d entrapm	ent. A	number of othe	r issues have bee	en identified
with this unit noting of current safety standa								
without considerable	time, effort, and	expense.						
It is the Town's desir								
compliant, multi-age surrounding area.	playground to in	crease acce	ssibility at	na enjoyir	ient by	locals and visit	ors to benin and	trie
6. PROJECT FUNDI	NG:							
CP&P FUNDS REQ	UESTED: \$	216,00	0	90	<b>%</b>			
LOCAL FUNDS:	\$	24,00	0	10				
OTHER FUNDS:	\$				%	(Specify Source/	Гуре)	
TOTAL PROJECT (	OST: \$	240,00	0	_ 10	00 %			
7. PROJECT PERIO	D: From:		1	Date of L	etter of	Acknowledg	ement (DNR Use	Only)
	To: With	in 12 months	- Cal				n (Must be filled in l	
	award							

#### 8. LOCAL PROJECT COORDINATOR:

Mary Bohlen	Town Administrator	wn Administrator Administration		Town of Berlin	
(Print Name)	(Title)	(Department)	(Organ	(Organization)	
10 William Street		Berlin	MD	21811	
(Mailing Addr	ress)	(City)	(State)	(Zip)	
410-641-4314	443-235-0286 mbohlen@berlinmd.gov			erlinmd.gov	
(Phone Number)	(Mobile Number)	(Email Address)			

9. ITEMIZED DETAILED COST ESTIMATE: Round to the nearest dollar.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED COST
1.	Community Parks and Playgrounds Acknowledgement Sign Sample text: "A Maryland Department of Natural Resources, Community Parks and Playgrounds Program assisted project"	
	GameTime 5 to 12-Year-Old Powerscape Playground Structure and Freestanding Play Components	\$168,703.00
3.	Installation of Equipment	\$57,815.00
4.	GameTime Equipment Wear Mats and Geo-textile Flooring	\$14,590.00
5.	EWF Wood Fiber Safety Surfacing	\$11,148.00
	Removal of existing play structure and flooring; Rework of existing playground borders	\$21,730.00
7.	GameTime Owner's Kit; Ancillary Services; Freight	\$14,011.00
8.	Discount:	(-\$51,565.41)
9.	Other (Miscellaneous Work, Permitting, and Engineering costs)	\$3,568.41
	TOTAL DEVELOPMENT COSTS:	\$240,000.00

#### 10. LOCAL GOVERNMENT AUTHORIZATION:

Community Parks and Playgrounds projects are to be administered in accordance with the Program Open Space (POS) Grants Manual. As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the POS Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, Special Conditions of the Community Parks and Playgrounds Program and with the attachments included herewith and made a part thereof.

Turker Turker May May 8/Ulhore

	(Signature)	(Print Name)		(Print Title)	(Date)
PRO	OGRAM ADMINISTRATIVE REVIE	EW: (DNR Use Only)			
11.	ON-SITE INSPECTION	DATE	BY		
12.	DEPARTMENT OF NATURAL R	ESOURCES APPROVAL			
	(Signature)	(BPW App	roval Date)	(Agenda Item N	0.)

Revised 5/23

# Maryland Department of Natural Resources Community Parks and Playgrounds (CP&P) Program

## **Project Details**

Project Title: Henry Park Playground

Please explain the public need for the proposed project: Explain why this
project is being developed/acquired and how it relates to other local facilities/plans.

Henry Park is currently situated in a very active community with a demand for outdoor recreation. It consists of approximately 3.5 acres and offers picnic facilities and basketball courts, in addition to the tot-lot playground unit for the 2 to 5 age group, which was created in 2005 through the Community Parks and Playground program, and large multi-function play unit for use by the over 5 age group. However, the multi-function play unit was purchased in 2001 and is reaching the end of its useful life. This project is designed to replace the old and outdated playground at Dr. William Henry Park with new state-of-the-art equipment that will meet the highest safety, maintenance, and warranty standards and requirements. The new unit will replace the existing play structure in the same location but will require reconfiguration and some enlargement of the play area shape.

The most recent annual inspection report completed on April 20, 2023, by Playground Guardian identified 32 issues with the existing equipment at Henry Park. Per this report, the top priority item is related to a piece of equipment in which inspectors identified a gap by a post that could lead to head entrapment. A number of other issues have been identified with this unit noting deterioration of parts through normal wear and tear, weather, etc. Because of the age of the unit, current safety standards cannot be met for all parts, and parts can be difficult to obtain, or repairs are simply not feasible without considerable time, effort, and expense.

It is the Town's hope that a new playground structure will help enhance the community identity of Berlin by providing residents as well as visitors with children with a better and safer playground/park experience. This park deserves to have the best and highest quality playground that is aesthetically pleasing, will appeal to a wide range of ages, and withstand the substantial use it will see. Moreover, the Town believes that playgrounds offer a multitude of benefits that go far beyond aesthetics and give kids something fun to do. They are the heart of a community and serve as a gathering space that can be a benefit to all.

2. Please explain the public benefits associated with the proposed project: How do these benefits address the purpose of the Community Parks and Playgrounds Program? Would this project provide access for a segment of the community that is in need of additional park facilities and greenspace? If so, please describe how.

Berlin has continually sought to enhance, improve, and upgrade our park facilities, and has partnered with Community Parks and Playgrounds several times to accomplish projects that would otherwise not be within financial reach. The replacement of the Henry Park playground structure with a modern, ADA-compliant playground will be a significant improvement and upgrade to the park. The Town believes experiences on the playground will help users explore new environments, social situations, abilities, and ideas, all while building independence and decision-making skills. As playgrounds support the health and development of the whole community, our mission is to change the way the community experiences their local park and create a space that serves a diverse group of all ages and abilities.

3. Please explain the low impact development techniques incorporated in the proposed project: What measures are being used to minimize the effect of stormwater runoff? What environmentally sensitive materials and/or green building techniques are being used in your proposed project?

Despite its size, Berlin is a model community for environmental stewardship; from being one of the first communities in the state of Maryland to mandate household recycling, to being the first Sustainable Maryland Community, to our most recent efforts including partnership with organizations dedicated to the preservation of our area's natural, cultural, and historic resources. Berlin enacted a Purchasing Policy that encourages staff to consider the environment in all aspects of purchasing and makes every effort as an organization to reduce and minimize environmental impact when possible. As part of the playground design proposed along with this application, the materials to be used are made up of 100% recyclable plastics and 100% plastic lumber. Berlin recognizes the importance of remaining environmentally responsible; our objective is to incorporate an environmentally friendly design for a playground by choosing sustainable materials and encouraging eco-conscious behavior that helps preserve the environment.

Additionally, Berlin was the first community in Maryland to create a Stormwater Utility and to codify our efforts toward stormwater mitigation. As with all projects in Town, this project will be subject to Stormwater review and our on-call Stormwater engineer will review the final plans prior to the start of construction. Although the project will use pervious materials and will not require extensive stormwater mitigation, the Town remains steadfast in its commitment to implement creative and effective ways to mitigate any stormwater runoff associated with the playground area when necessary.

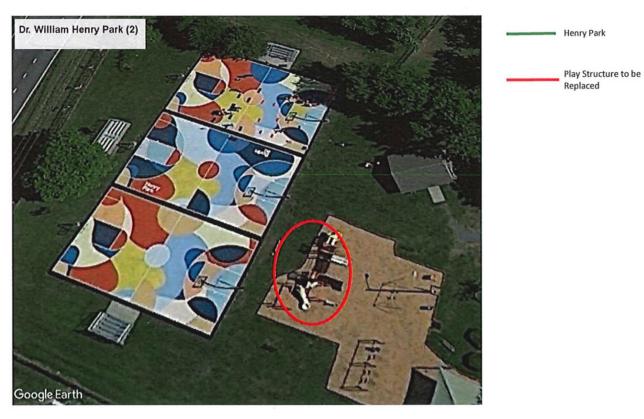
4. Please provide a proposed project schedule, if funds are awarded:

(Note that this is for EY 2025 funding so costs incurred prior to July 1, 2024 will not be elic

(Note that this is for FY	2025 funding so costs	incurred prior to	July 1, 2024 will	not be eligible for
reimbursement.)				

Design Start Date:	Within 3 months of award	* if applicable		
Design End Date:	Within 6 months of award	* if applicable		
Construction/Install	lation Start Date:	Within 6 months of design completion (dependent on time-of-year and supply chair		
Construction/Install	lation End Date:	Within 12 months of design/award of contract (dependent on time-of-year and supply chain)		





# Proposal for

# **Town of Berlin**

## Prepared by



08-11-2023 Job # 166788-01

# Henry Park Playground





800.235.2440 | gametime.com



# Henry Park Playground Berlin, MD

Design • Build • PLAY!





# Henry Park Playground Berlin, MD

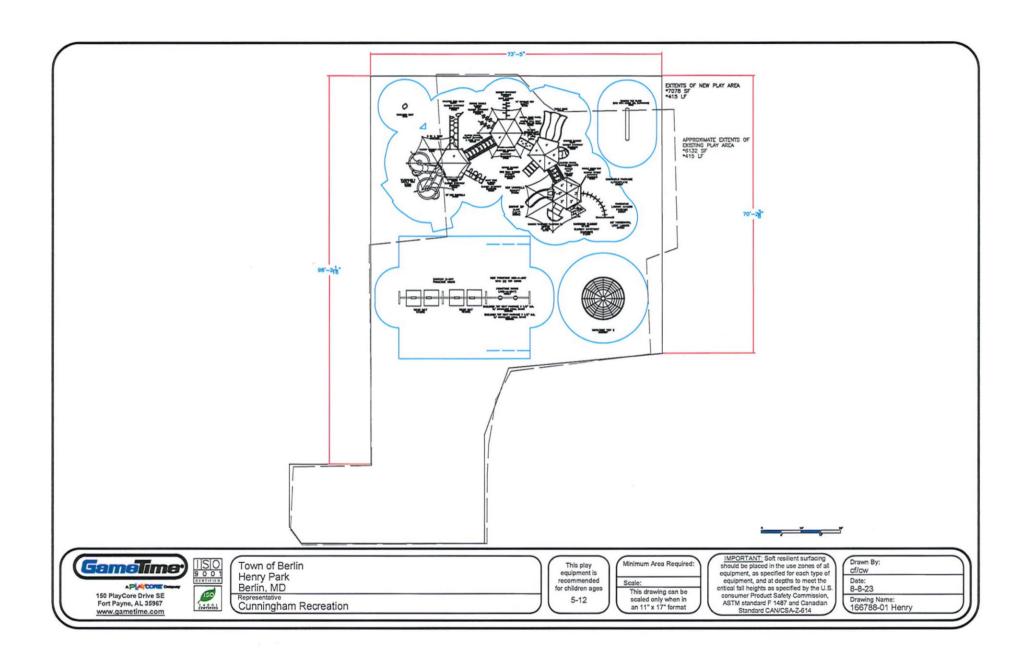
Design • Build • PLAY!







www.cunninghamrec.com 800,438.2780





# **Henry Park Playground**

Town of Berlin Attn: Cody Chesser 10 William Street Berlin, MD 21811 Phone: 410-641-3845 cchesser@berlinmd.gov Ship to Zip 21811

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - 5-12 Yr Old Powerscape Structure  [Deck:Pvc:] [Accent:] [Accent2:] [Basic:] [Arch:] [RotoPlastic:] [HDPE:] [2ColorHDPE:] [Fabric1:] [Cabling:]	\$144,940.00	\$144,940.00
		(9) 80001 49"Tri Punched Steel Deck		
		(1) 80687 Handhold/Kick Plate Pkg		
		(1) 80924 Double Seat		
		(1) 81483 90 Deg Loop Ladder Link		
		(1) 90003 Wide Triangle Deck		
		(2) 90004 Two Piece Hex Deck		
		(1) 90157 Triple Slide		
		(1) 90207 Overhead Ladder Access Package		
		(2) 90266 8' Upright, Alum		
		(1) 90267 9' Upright, Alum		
		(3) 90268 10' Upright, Alum		
		(8) 90269 11' Upright, Alum		
		(5) 90272 14' Upright, Alum		
		(1) 90299 7'-6"/8' Wavy Tree Climber		
		(1) 90366 Sloped Funnel Climber W/Barrier		
		(1) 90575 Scramble Up (6'-6" To 8'-0")		
		(1) 90581 Wide Deck Climber Archway (Barrier)		
		(1) 90621 Ergo Climber (6'-0")		
		(1) 90653 3'-6"/4'-0" Zip Swerve Slide Left		
		(1) 90790 Sloped Funnel Climber Barrier (Dbl)		
		(1) 90835 3-in-a-Row Panel Blw Deck		
		(1) 90843 Double Twin Spiral		
		(1) 90870 Splitter 8'		
		(1) 91100 5'-6"/6'-6" Double Bubble Climber		

# **Henry Park Playground**

Quantity	Part #	Description	Unit Price	Amount
		(1) 91139 Entryway - Barrier		
		(7) 91209 Climber Entryway - Barrier		
		(1) 91321 Erratic Climber 4'0"-5'0"		
		(1) 91334 Climber Offset Entryway (Barrier)		
		(1) 91500 Olympus Climber - 5'0 thru 6'0 attac		
		(1) 91561 Flower Spinner Panel		
		(1) 91572 Answer Ball Half Panel		
		(1) 91578 Animal Race Panel		
		(1) 91608 15' Sunblox Umbrella Canopy		
		(1) 91609 15' Sunblox Umbrella Canopy		
		(1) 91618 Hi-Line Climbing Link 1' Rise (1 dk)		
		(1) 91646 Circle Climb Mini 2'-4'		
		(1) 91716 Modern Transfer w/Barrier 2' Rise		
		(1) 91739 Narrows Climber (3'-4'6")		
		(1) 91787 5' Quiver Climber		
		(1) 91798 14' Sunblox Hex Canopy		
		(2) G90269 11' Upright, Galv		
		(7) G90271 13' Upright, Galv		
		(1) G90273 15' Upright, Galv		
1	6143	GameTime - Whirlwind Seat Straight (F/S)  [Accent:] [Roto Plastic:]	\$936.00	\$936.00
1	8662	GameTime - Walking The Plank [Deck:Pvc:]	\$2,439.00	\$2,439.00
1	5959SP	GameTime - VistaTree Top 2 [Accent:] [Basic:] [Netting:]	\$18,291.00	\$18,291.00
1	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8' [Basic:]	\$1,113.00	\$1,113.00
2	SS8696	GameTime - Encl Tot Seat 3 1/2"/8' High W/Clevis	\$492.00	\$984.00
4	161292	GameTime - Wear Mat 44"x48"	\$308.00	\$1,232.00
1	INSTALL	MISC - Installation of Above Equipment	\$57,815.00	\$57,815.00
3	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$1,092.00	\$3,276.00
1	161291	GameTime - Geo-Textile 1125 Sqft Roll	\$544.00	\$544.00
350	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)-  • Area: 7078 Sq.Ft.  • Thickness (Compacted): 12"	\$31.85	\$11,147.50
1	INSTALL	MISC - EWF & Geotextile Installation	\$9,538.00	\$9,538.00

# **Henry Park Playground**

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	MISC - Demo/Site Prep-	\$21,730.00	\$21,730.00
		<ul> <li>Remove/dispose existing play structure and single bay swing</li> <li>Remove/dispose existing EWF</li> <li>Rework existing plastic borders</li> </ul>		
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
1	INSTALL	MISC - Ancillary Services- Receive, offload, inventory, deliver to site, trash disposal, seed & straw disturbed areas	\$1,235.00	\$1,235.00
Contract:	OMNIA #2	2017001134	Sub Total	\$275,304.50
			Discount	(\$51,565.41)
			Freight	\$12,692.00
13-3-13-13-13-13-13-13-13-13-13-13-13-13			Total	\$236,431.09

#### Comments

- · Site must be free of obstructions and accessible.
- · Existing plastic borders to be re-used.
- EXTENDED LEAD TIME: Please be advised this quote contains products which may require extended lead times ranging from 12-18 weeks.



## **Henry Park Playground**

#### **GAMETIME - TERMS & CONDITIONS:**

- PRICING: Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request
  updated pricing when purchasing from quotes more than 30 days old.
- TERMS OF SALE: For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed. Any order exceeding \$300,000 will require progress payments during the course of completion.
- CREDIT APPLICATION: Required for all non-governmental agencies and those entities who have not purchased from GameTime within the
  previous twelve calendar months.
- FINANCE CHARGE: A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- CASH WITH ORDER DISCOUNT: Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT)
  are eligible for a 3% cash-with-order (CWO) discount.
- ORDERS: All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- · FREIGHT CHARGES: Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- SHIPMENT: Standard Lead time is 10-12 weeks (some items may take longer) after receipt and acceptance of purchase order, credit
  application, color selections and approved drawings or submittals.
- PACKAGING: All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- RECEIPT OF GOODS: Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to
  packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham
  Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or
  discrepancy in quantities received within 60 days of receipt.
- RETURNS: Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from
  any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns
  must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to
  merchantable condition. Uprights & custom products cannot be returned.
- TAXES: Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of
  order or taxes will be added to your invoice.

#### **INSTALLATION CONDITIONS:**

- · ACCESS: Site should be clear, level and allow for unrestricted access of trucks and machinery.
- STORAGE: Customer is responsible for providing a secure location to off-load and store the equipment during the installation process.
   Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- FOOTER EXCAVATION: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for
  unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in
  additional labor or materials cost.
- UTILITIES: Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- ADDITIONAL COSTS: Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated
  in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



# **Henry Park Playground**

## **ACCEPTANCE OF QUOTATION:**

Acceptance of this proposal indicates your agr	eement to the terms and co	onditions stated herein.
Accepted By (printed):	Title:	
Telephone:	Fax:	
P.O. Number:	Date:	
Purchase Amount: \$236,431.09		
SALES TAX EXEMPTION CERTIFICATE #:		
(PLEASE PROVIDE A COPY OF CERTIFICAT	ſE)	
Salesperson's Signature	Customer Signature	
BILLING INFORMATION:	Customer Signature	
Bill to:		_
Contact:		_
Address:		_
Address:		_
City, State:	Zip:	_
Tel: Fax:		_
E-mail:		
SHIPPING INFORMATION:		
Ship to:		_
Contact:		_
Address:		_
Address:		_
City, State:	Zip:	_
Tel: Fax:		_
F "		

# COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

#### CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

## IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www. ipema.org.

## IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

### ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

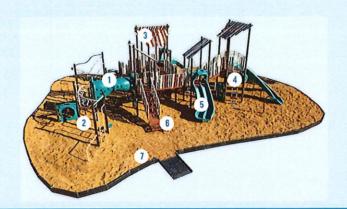
### ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

#### TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.





- 100% recyclable plastics are manufactured using efficient processes
- Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- 100% recycled plastic lumber
- Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- 100% recyclable plastics
- Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- 100% recycled plastic curbs

## ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.

## OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

## RECYCLING (ANNUAL)

Cardboard: 28.55 tons Paper: 12.25 tons Scrap plastics: 37,586 lbs. Computer equipment: 5,526 lbs. Aluminum: 27,965 lbs. Plastic bottles: 23,850 Fluorescent bulbs: (4') 428 Ballasts: 83 lbs.

Fork lift batteries: 48 lbs. PVC trimmings: 1,681 lbs. Steel: 2,791,275 lbs. Cartridges: 260 Trash can lids: 220 lbs. Polyurea (liquid): 100 gal.

## 125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- · We work with our suppliers to source the most environmentally preferable materials for our products.
- · We include as much pre-consumer and postconsumer recycled content in our products as possible - without compromising the quality, durability, and performance.
- · We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- · We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- · We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.



# **INSURANCE**

## GameTime has \$51 Million in product liability insurance.

4	CORD	CE	R	ΓIF	ICATE OF LIA	BILI	TY INS	URANC	E [		(MM/DD/YYYY) 2/2019
B	HIS CERTIFICATE IS ISSUE ERTIFICATE DOES NOT A ELOW. THIS CERTIFICAT EPRESENTATIVE OR PROD	FFIRMATIVE OF INSU	/EL\	OF NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTI	ER THE CO	VERAGE AFFORDED B	Y THE	E POLICIES
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	DUCER arsh USA, Inc.					CONTA NAME:	СТ				
	arsh USA, Inc. wo Aliance Center					PHONE			FAX (A/C, No):		
3560 Lenox Road, Suite 2400						(A/C, No, Ext): (A/C, No):  E-MAIL ADDRESS:					
Alfanta, GA 30326 Alfin: Atlanta CertRequest@marsh.com / Fax: 212-948-4321					INSURER(S) AFFORDING COVERAGE NAIC #					NAIC#	
	02326389-CAS-GAUWX-19-20	144. 212-340	4521			INSURER A : Evanston Insurance Company					35378
INSU	RED								Company Of America		25674
G	ameTime Division of PlayCore WI, Inc.							rty And Casualty			20699
15	50 PlayCore Drive SE								npany of America		25666
F	ort Payne, AL 35967							ion Fire Ins Co.			19445
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LTR	TYPE OF INSURANCE	í	NSD	SUBR	POLICY NUMBER		POLICY EFF (MMDD/YYYY)		LIMIT		
Α	X COMMERCIAL GENERAL LIAI	0.0000000000000000000000000000000000000			MKLV2PBC000367		08/01/2019	08/01/2020	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,000
	CLAIMS-MADE X O	CCUR							PREMISES (Ea occurrence)	\$	100,000
	X SIR \$250,000 Per Occ.								MED EXP (Any one person)	\$	EXCLUDED
									PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES	PER:							GENERAL AGGREGATE	\$	4,000,000
	POLICY X PRO- JECT	LOC							PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:								POLICY AGGREGATE	\$	10,000,000
В	AUTOMOBILELIABILITY				TJ-CAP-9D897065TiL-19		08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO								BODILY INJURY (Per person)	\$	
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D	ANYPROPRIETOR/PARTNER/EXECU	TIVE N	NIA		UB-2N159031-19-51-K UB-7J602089-19-14-G				E.L. EACH ACCIDENT	\$	1,000,000
В	OFFICER MEMBER EXCLUDED? (Mandatory in NH)								E L DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS be	low			(See Additional Page.)				E.L. DISEASE - POLICY LIMIT	s	1,000,000
E	Excess Umbrella				BE 015899319		08/01/2019	08/01/2020	Each Occurrence		15,000,000
									Aggregate		15,000,000
	CRIPTION OF OPERATIONS / LOCATI	ONS / VEHICLE	ES (A	ACORE	   101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requir	ed)		
CE	RTIFICATE HOLDER					CAN	CELLATION				
GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35957					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
25						RIZED REPRESE	NTATIVE				
					of Marsh USA Inc.						
	ï					Manas	shi Mukherjee	_	Marraohi Mucc	new	ee
_							@40	000 204C AC	ORD CORPORATION	All ale	his recented

GameTime's per occurance insurance policy is one of the strongest in the industry. By definition, a Per Occurance policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

The ACORD name and logo are registered marks of ACORD

GameTime

ACORD 25 (2016/03)

# WARRANTY

## GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- · Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- · Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- · Lifetime limited warranty on all hardware.
- · Twenty-Year limited warranty on Timber Décor & Timbers recycled plastic lumber.
- · Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- · Fifteen-Year limited warranty on rotationally-molded products.
- · Fifteen-Year limited warranty on VistaRope™ nylon bearings and ring junction pieces.
- · Ten-Year limited warranty on GTFit®, THRIVE® and Challenge Course posts & bars.
- · Ten-Year limited warranty on site furnishings against structural failure.
- · Ten-Year limited warranty on SunBlox products.
- · Ten-Year limited warranty on fiberglass and DHPL signage.
- Ten-Year limited warranty on VistaRope™ WeaveTech™ cables.
- · Five-Year limited warranty on Tuff Forms® structures, including TuffCrete and PolyShield.
- · Five-Year limited warranty on nylon-covered cable net climbers and components.
- · Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- Five-Year limited warranty on Super Seats.
- Five-Year limited warranty on premature wear of VistaRope cables.
- · Three-Year limited warranty on EveryBODY Plays® polyurea coated foam & rubber strips.
- Three-Year limited warranty on SaddleMates rubber and "C"-springs.
- · Three-Year limited warranty on rubber seat and rubber mats for net events.
- · One-Year limited warranty on Challenge Course timing components.
- · One-Year limited warranty on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.





# Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811 Phone 410-641-2770 Fax 410-641-2316 uwv.berlinmd.gov

Mayor ZackTyndall August 23, 2023

Vice President Dean Burrell

Community Parks and Playgrounds Program Land Acquisition and Planning Department of Natural Resources Tawes Office Bldg. E-4

Council Members Steve Green Jay Knerr Shaneka Nichols Jack Orris

Tawes Office Bldg. E-4 580 Taylor Avenue Annapolis, MD 21401

Town Attorney David Gaskill

Re: Henry Park Playground

Town Administrator Mary Bohlen

To Whom It May Concern:



The above-referenced project is generally consistent with the goals of the Comprehensive Plan of the Town of Berlin and will not negatively impact existing infrastructure such as water, wastewater, stormwater, roads, and other facilities.

Should we be of further assistance, please feel free to call.

Dawl H. Engellew

Dave Engelhart Planning Director



P 1.9 d 3.1 (33163)

UNER 220 PAGE 340

t Marie Britigia.

THIS DEED, made this <u>26</u> day of <u>June</u>, in the year nineteen hundred and sixty-seven (1967), by IVORY U. SULLY, JR., EXECUTOR OF THE ESTATE OF GERTRUDE VIRGINIA HALL BELL, DECEASED.

WHEREAS, under and by virtue of an Order of the Orphans! Court for Worcester County, Maryland, passed in the matter of the Estate of Gertrude Virginia Hall Bell, Deceased, same being Estate No. 5231 on the Registry of said Court, and as directed in the Last Will and Testament of the said Gertrude Virginia Hall Bell duly probated in said Court, the said Executor was authorized to sell the real estate hereinafter described, and said Executor did sell the hereinafter described property unto Robinson J. Brittingham and Marie Corbin Brittingham, his wife, at public auction on March 11, 196?, on the premises at' and for the sum of One Thousand Three Hundred Dollars (\$1,300.00), after having given notice of the time, place, manner and terms of sale by advertisement inserted in The Democratic Messenger, a weekly newspaper printed and published in Snow Hill, Worcester County, Maryland, for at least three successive weeks before the day of sale, and after' compliance with all the other prerequisites required by law and the aforesaid Order, which said sale has been duly ratified by the said Orphansl Court for 'Worcester County, Maryland, and the aforesaid purchase money having been fully paid to said Executor; and the said Executor is in law duly authorized to execute a deed for the property to the said purchasers.

NOW, THEREFORE, THIS DEED WITNESSETH, that in consideration of the premises and of the sum of Ten Dollars (\$10.00), the said Ivory U. Sully, Jr., Executor as aforesaid, under and by virtue of the power contained in the Last Will and Testament of Gertrude Virginia Hall Bell and of the power conferred upon him by the aforesaid Order of the Orphans1 Court of Worcester County, Mary-land. does hereby grant and convey all the right, title, interest and estate of the said Gertrude Virginia Hall Bell, deceased, unto OBINSON J. BRITTINGHAM and MARIE CORBIN BRITTINGHAM, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of such survivor, forever in fee simple, in and to all that lot, piece or parcel of ground lying in the Third Election District of Worcester County an the Island to I the Town of Berlin, in the section thereof called "Flowertown", and lying southeasterly of

## ZZU PAGE 347

and abutting the Dual Highway, southwesterly of the middle of a large ditch, northwesterly of and binding upon the northwesterly side of Flower Street, binding upon the northeasterly and northwesterly lines of property conveyed by the Grantor herein unto Wilmore Teagle, et ux, by deed dated and recorded as hereinafter set forth, and binding upon the northeasterly line of the Acme Poultry Composations land, containing 3.310 acres of land, more or less; BEING ALL, AND THE SAME DIC which was granted and conveyed unto William T. Bell and Gertrude V. Bell, his wife, as tenants by the entireties, from T. Elwood Showell and Addie M. Showell, his wife, by deed dated February 18, 1928, and recorded among the Land Records of Worcester County, Maryland, in Liber B.B. No. 5, folios 215 and 216; the said William T. Bell having departed this life leaving the said Gertrude V. Bell, also known as Gertrude Virginia Hall Bell, the sole surviving tenant by the entirety; EXCEPT so much thereof as was conveyed therefrom by Gertrude V. Bell, widow, unto the State of Maryland, to the use of State Roads Commission, by right-of-way deed dated July 19, 1955, recorded among the aforesaid Land Records in Liber E.W.R. No. 83, folio 419; and further EXCEPTING therefrom the 0.641 acre of Land, more or less, that was granted and conveyed by the Grantor herein unto Wilmore Teagle and Mabel Corbin Teagle, his wife, by deed dated May 5, 1967, and recorded among the Land Records aforesaid in Liber F.W.H. No. 218, folios 685, etc.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described and hereby granted property unto the said Robinson J. Brittingham and Marie Corbin Brittingham, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of such survivor, forever in fee simple.

AS WITNESS the hand and seal of the Grantor on the day and year first . herein written.

WITNESS:

As to Grantor.

Estate of Gertrude Virginia Hall Bell

Deceased.

14 12/12/75 WilgosiCalhour Henry Park

לאכא י

THIS DEED, made this A day of Mcenul, in the year nineteen hundred and seventy-five, by THELMA G. WILGUS and HERBERT CALHOUN, witnesseth:

THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the said THELMA G. WILGUS and HERBERT CALHOUN do hereby grant and convey unto MAYOR AND COUNCIL OF BERLIN, MD., a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple, all that lot or parcel of land, lying and being situate in the Town of Berlin, on the northwesterly side of Flower Street, and being ALL AND THE SAME property conveyed unto the Grantors herein, as tenants in common, by Item Three of a deed from Acme Poultry Corporation, dated August 24, 1970 and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 309, folios 509, et seq., which said parcel of land is more particularly described in a deed and bill of sale from George K. Jarvis and Eva H. Jarvis, his wife, et al., unto The Acme Poultry Corporation, dated August 22, 1944 and recorded among the aforesaid Land Records in Liber J.E.B. No. 21, folios 274 and 275, as follows: "Beginning at an iron pipe on the northwest side of Flower Street, and at the south corner of the William T. Bell lot, and from thence running by and with the northwesterly side of said Flower Street the two following courses: South 51° 41' West, 175.0 feet; South 50° 05' West, 55.5 feet to an iron pipe; thence north 58° 27' West, 481.75 to a dead tree at the northeast corner of the Charles Bethards land; thence by and with the same North 56° 40' West, 282.3 feet to an iron bounder on the line of the Edward L. Pitts lot: thence by and with the same North 39° 34' East, 194.0 feet to an iron pipe at the west corner of the Edward Morris lot; thence by and with the same South 60° 28' East, 401.5 feet to a cedar and land of Anna A. Burbage, widow, thence by and with said Burbage land and the land of the aforesaid William T. Bell, South 58° 43' East, 414.5 feet to the beginning, containing and now laid out for 2.56 acres of land, more or less, as surveyed August 17, 1944, by William D. Pitts, Registered Surveyor No. 165"; EXCEPTING, HOWEVER, a 75-foot by

1995, Dec. 16	The foregoin	g	·Weed		filed
for record and is according	ngly recorded amon			Worcester Co	unty, Md.
in Liber F.W.H. No	502	FR	ANK W. H		Clerk

# LIBER DUZ PAGE 404

150-foot lot which was conveyed by The Acme Poultry Corporation unto Eva Mae Brown and David Brown, her husband, by deed dated May 6, 1965, and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 198, folios 91 and 92; and EXCEPTING, FURTHER, so much thereof as was conveyed unto the State of Maryland, to the use of the State Roads Commission, from Acme Poultry Corporation, al., by right of way deed dated May 28, 1956 and recorded among the aforesaid Land Records in Liber F.W.H. No. 91, folios 198 and 199.

TOGETHER with all the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mayor and Council of Berlin, Md., its successors and assigns, forever in fee simple.

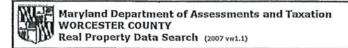
AND the Grantors herein do hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hands and seals of the Grantors herein, the day and year first herein written.

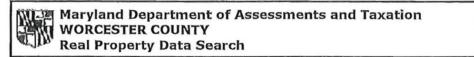
WITNESS:

As to T.G.W. Thelma G. Wilgus (SEAL
As to H.C. Herbert Calhoun (SEAL
STATE OF MARYLAND, WORCESTER COUNTY, to-wit:  I HEREBY CERTIFY that on this 12th day of 101center, 1975,
before me, the subscriber, a Notary Public in and for the State and
County aforesaid, personally appeared Thelma G. Wilgus and Herbert
Calhoun and each acknowledged the aforegoing deed to be their respective
Transferred by Office of Sup of Australia Notary Public Notary Notary Public Notary No

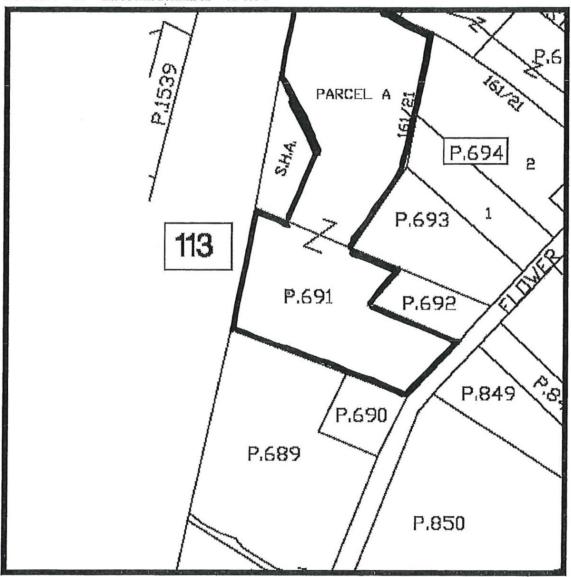
19 15 OC. Vb The foregoing Cook filed for record and is accordingly recorded among the land records of Worcester County, Md., in Liber F.W.H. No. 500 FRANK W HALFS Clerk



Account Identifier: District - 03 Account Number - 034798								
		Ov	ner Informa	tion				
Owner Name: MAYOR & COUNC OF BERLIN Mailing Address: 10 WILLIAM ST BERLIN MD 2181			Use: Principal I Deed Refe		e: N	EXEMPT CO NO L) SVH/ 27 L) FWH/ 68		
	Lo	cation 8	& Structure I	nformati	on			
Premises Address FLOWER ST BERLIN 21811			Legal Description 3.27 ACS W SIDE FLOWER ST DECATUR ARMY CAMP					
Map Grid Parcel Su 301 13 691	b District Subc	livision	Section Blo	ock Lot	Assessmen 2	nt Area	Plat No: Plat Ref:	161021
Special Tax Areas	Town Ad Val Tax Cl		BERLIN					
Primary Structure Built Enclos			ed Area	Proj	perty Land A 3,27 AC	Area	Count	y Use
Stories	1	Basemer	it	Т	уре		Exterior	
		Va	lue Informat	ion				
Land	122,700	As Of 01/2008 181,600	Phase-in As As Of 07/01/2007	Α	s Of			
Improvements: Total: Preferential Land:	14,400 137,100	14,400 196,000	137,100	156,	733			
Preferencial Land:			nsfer Informa	ation	- 0			
Seller: MAYOR & CITY COUNCIL OF BERLIN Type: NOT ARMS-LENGTH			D	ate: 11/	/19/1979 H/ 2765/ 467	Price: Deed2	\$0 1: FWH/ 686	6/ 149
Seller: THELMA G & HEI Type: NOT ARMS-LENG		VILGUS		ate: 12/ eed1:	/16/1975	Price: Deed2		
Seller: Type:				ate: eed1:		Price: Deed2	!:	
Exemption Information								
Partial Exempt Assess County State Municipal	ments		Class 000 000 000	07/ 0 0 0	01/2007	07, 0 0 0	/01/2008	
Tax Exempt: COUNTY AND STATE Exempt Class: PARKS AND RECREATION					Specia	* NONE		



District - 03 Account Number - 034798



Property maps provided courtesy of the Maryland Department of Planning ©2004.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at <a href="https://www.mdp.state.md.us/tax\_mos.htm">www.mdp.state.md.us/tax\_mos.htm</a>

15 3/26/77 Finney, Mabel Addition to Henry Park

JEM/tlp 6710

THIS DEED, made this day of Mach, in the

year nineteen hundred and seventy-seven, by MABEL T. FINNEY, formerly known as MABEL CORBIN TEAGLE, and ERVIN KENNETH CORBIN, witnesseth:

THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the said MABEL T. FINNEY, formerly known as MABEL CORBIN TEAGLE, and ERVIN KENNETH CORBIN, do hereby grant and convey unto MAYOR AND COUNCIL OF BERLIN, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple, all that lot or parcel of land lying and being situate in the Third Election District of Worcester County, State of Maryland, and in the Town of Berlin, situate on the northwesterly side of Flower Street, more particularly described as follows: BEGINNING at an iron pipe on the northwest side of Flower Street and at the south corner of the William T. Bell lot, and from thence running by and with the northwesterly side of said Flower Street South 51° 41' West, 75 feet to an iron pipe; thence North 58° 43' West, 150 feet to an iron pipe; thence North 51° 41' Bast, 75 feet to the land of the said William T. Bell and an iron pipe; thence by and with the land of the aforesaid William T. Bell, South 58° 43' East, 150 feet to the place of beginning; and being ALL AND THE SAME property conveyed unto the said Ervin Kenneth Corbin and Mabel T. Finney, in the name of Mabel Corbin Teagle, as joint tenants, fron Jack Dunlap and Elizabeth T. Dunlap, his wife, by deed dated December 11, 1970 and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 298, folios 93 and 94. The said Mabel Corbin Teagle has since intermarried with one Otha Finney.

TOGETHER with all the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

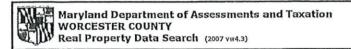
TO HAVE AND TO HOLD the above described property unto the said Mayor and Council of Berlin, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple, absolutely; SUBJECT, HOWEVER, to the following restrictions which shall be covenants

running with the land: (1) The above described property or any interest therein may not be sold, leased or otherwise transferred without the prior written approval of the Secretary of Natural Resources and the Secretary of the Department of State Planning, or their successors; and (2) The above described property may not be converted from outdoor public recreation or open space use to any other use without the prior written approval of the Secretary of Natural Resources and the Secretary of the Department of State Planning, or their successors.

AND the Grantors herein do hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances of the same as may be requisite.

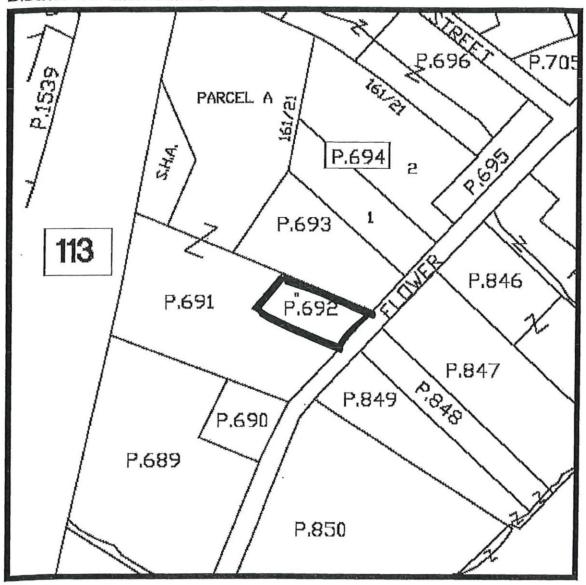
AS WITNESS the hands and seals of the Grantors herein, as of the day and year first herein written.

day and year list herein wilte	11.
AS to M.T.F. and M.C.T.	Mabel T. Tinney (SEAL) Mabel T. Finney, formerly known as:
Carol & Mare	Mabel Corbin Teagle (SEAL) Mabel Corbin Teagle
As to B.K.C.	Ervin Kenneth Corbin (SEAL)
	this <u>26 th</u> day of <u>Mand</u> , 1977, ary Public in and for the State and eared Mabel I. Finney, formerly Mown as
AS WITNESS my hand and of:	ficial seal.
Office of Sep. of Annual My Commission expires: 7-1-78	Notary Public
STATE OF MARYLAND, COUNTY OF WOL	enter, to-wit:
County aforesaid, personally appe	this Aday of March, 1977, any Public in and for the State and eared Ervin Kenneth Corbin and acknown his act and deed as therein set in or in.
AS WITNESS my hand and off	Cicial seal.
My Commission expires: 7-1-78	Notaxy Public
1977. april 15t The fore	going Deed filed vs iv
for record and is accordingly r	ecorded among the land records of
m rh	F.W.H. No569folios.405 \$466
	ANK.W. HALESClerk
The state of the s	



Account Identifier: District - 03 Account Number - 034801							
Owner Information							
Owner Name: MAYOR & COUNCIL OF			Use:			EXEMPT	
	BERLIN			al Residence:	NO		
Mailing Address:	P O BOX 7 BERLIN MD	21011	Deed F	leference:	1) FWH/ 5	69/ 405	
	DEKLIN MD		Structure In		2)		
		Location	C Structure In			·	
Premises Address				Legal Description			
FLOWER ST					' X 150' X 75' X	CT	
BERLIN 21811					O' NW SIDE FLOWER RLIN	51	
Map Grid Parcel	Sub District	Subdivisio	n Section	Block Lot	Assessment Area	Plat No:	
301 13 692					1	Plat Ref:	
	То	wn	BERLIN				
Special Tax Areas	Ad	Valorem					
•	Ta	x Class					
Primary Struct	ure Built	Enclose	ed Area	Property	Land Area	County Use	
0000		A100-400-1000-1000	st steam of	11,250	0.00 SF		
Stories		Basemen	t	Туре	Ext	erior	
		Va	lue Informati	on			
Base Value Value Phase-in Assessments							
		As Of	As Of	As Of			
		01/01/2007	07/01/2007	07/01/2008			
Land	25,110	50,750					
Improvements:	0	0					
Totál:	25,110	50,750	33,656	42,202			
Preferential Land:	0	0	0	0			
			ısfer Informa				
Seller: MABEL CORBIN		N KENNET		ite: 04/01/19		)	
Type: NOT ARMS-LEN	GTH		De	ed1: FWH/ 569			
Seller:				ite:	Price:		
Type:			De	ed1:	Deed2:		
Seller:			Da	ite:	Price:		
Туре:			De	ed1:	Deed2:		
Exemption Information							
Partial Exempt Assess	ments		Class	07/01/200	07/01/	2008	
County			000	0	0		
State			000	0	0		
Municipal			000	0	0		
Tax Exempt: COUNTY AND STATE Special Tax Recapture:							
Exempt Class: PAI	RKS AND RECRE	ATION			* NONE *		

District - 03 Account Number - 034801



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#### LIBER 2765 FOLIO 467

THIS DEED, made this 20th day of October , in the year nineteen hundred ninety-nine (1999) by MARIE CORBIN BRITTINGHAM of Worcester County in the State of Maryland, hereinafter called the Grantor, WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Twenty-four Thousand Six Hundred Fifty Dollars (\$24,650.00) and other good and valuable considerations, the said Grantor does hereby grant and convey unto MAYOR AND COUNCIL OF BERLIN, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple, All that parcel of land situate, lying and being in the Town of Berlin in the Third Election District of Worcester County, State of Maryland, located on the easterly side of and binding upon U. S. Route 113 and being more particularly designated and distinguished as Parcel A, having an area of 1.67 acres, more or less, on the minor subdivision plat entitled "Minor Subdivision of Lands of Marie C. Brittingham", made by L. E. Bunting, Jr., P.L.S. No. 142, dated February 16, 1998 and recorded among the Land Records of Worcester County, Maryland in Plat Book 21 ; and BEING A PART OF THE SAME property S.V.H. No. 161, folio which was granted and conveyed unto Robinson J. Brittingham and Marie Corbin Brittingham, his wife, from Ivory U. Sully, Jr., Executor of the Estate of Gertrude Virginia Hall Bell, by deed dated June 26, 1967 and recorded among the Land Records of Worcester County, Maryland in Liber F.W.H. No. 220, folio 346, et seq.; the said Robinson J. Brittingham A hazing departed this life, leaving the said Marie Corbin Brittingham

TOGETHER with the improvements thereon, and all the rights, roads, and waters, privileges, appurtenances and advantages thereto conclouding or in anywise appertaining.

the surviving tenant by the entirety.

TO HAVE AND TO HOLD the above described and hereby granted property unto the said Mayor and Council of Berlin, a municipal corporation as aforesaid, its successors and assigns, forever in fee simple; Subject, however, to Section 5-906(e)(7) of the Natural Resources Article of the Annotated Code of Maryland which states:

SOMPLE COATES, 1

#### LIBER 2765 FOLIO 468

"Land acquired or developed under a State grant from Program Open Space may not be converted, without written approval of the Secretary, the Secretary of the Department of Budget and Fiscal Planning, and the Director of the Office of Planning from outdoor public recreation or open space use to any other use. Any conversion in land use may be approved only after the local governing body replaces the land with land of at least equivalent area and of equal recreation or open space value."

AND the said Grantor does hereby covenant that she will warrant specially the property hereby conveyed, and that she will execute such other and further assurances of title thereto as may be requisite.

AS WITNESS the hand and seal of the Grantor herein on the day and year first above written.

This deed was approved by Ordinance No. 1999-16 by the Mayor and Council of the Town of Berlin.

WITNESS:

Marie Corbin Brittingham

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of October , 1999, before me, a Notary Public of the State and County aforesaid, personally appeared Marie Corbin Brittingham and acknowledged the foregoing deed to be her act.

AS WITNESS my hand and Notarial Seal.

My commission expires:

#### ATTORNEY AFFIDAVIT

I HEREBY CERTIFY that this instrument was prepared under the supervision of an attorney admitted to practice law before the Court of Appeals for the State of Maryland.

Clerk

Raymond D. Coates H 15 TAY MET THY SCHOOL CONGA. PRESIDE PRODUCTION Papall'Straightons

Rest 14081 SVH 3219 Oct 25, 1933 Blk # 16.6

OCT 25 1999 . The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.

TAXES FOR WHICH ASSESSMEN HIVE BETH TOTTO 45 THE AS C HOPCH ER CE JUSTY II " JIFI. JEM/tlp 6261

#### NO TITLE SEARCH

THIS DEED, made this 7th day of Novembee, in the year nineteen hundred and seventy-nine, by JOSEPH E. MOORE, Trustee as hereinafter set forth, of Worcester County, Maryland.

WHEREAS, Mayor and Council of Berlin, Md., a municipal corporation of the State of Maryland, has this date conveyed unto Joseph E. Moore, Trustee, the land and premises hereinafter described, IN TRUST, NEVERTHELESS, to immediately reconvey the same unto Mayor and Council of Berlin, a municipal corporation as aforesaid.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00), and in execution of said trust, the said JOSEPH E. MOORE, Trustee as aforesaid, does hereby grant and convey unto MAYOR AND COUNCIL OF BERLIN, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple, all that lot or parcel of land, lying and being situate in the Town of Berlin, on the northwesterly side of Flower Street, and being the same property that was conveyed unto Thelma G. Wilgus and Herbert Calhoun, as tenants in common, by Item Three of a deed from Acme Poultry Corporation, dated August 24, 1970 and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 309, folios 509, et . seq., which said parcel of land is more particularly described in a deed and bill of sale from George K. Jarvis and Eva H. Jarvis, his wife, et al., unto The Acme Poultry Corporation, dated August 22, 1944 and recorded among the aforesaid Land Records in Liber J.E.B. No. 21, folios 274 and 275, as follows: "Beginning at an iron pipe on the northwest side of Flower Street, and at the south corner of the William T. Bell lot, and from thence running by and with the northwesterly side of said Flower Street the two following courses; South 51° 41' West, 175.0 feet; South 50° 05' West, 55.5 feet to an iron pipe; thence north 58° 27' West, 481.75 to a dead tree at the northeast corner of the Charles Bethards land; thence by and with the same North 56° 40' West, 282:3 feet to an iron bounder on the line of the Edward L. Pitts lot; thence by and with the same North 39° 34' East, 194.0 feet to an iron pipe at the west corner of the Edward Morris lot; thence by and with the same South 60° 28' East, 401.5 feet to a cedar and land of Anna A. Burbage,

widow, thence by and with said Burbage land and the land of the aforesaid William T. Bell, South 58° 43' East, 414.5 feet to the beginning, containing and now laid out for 2.56 acres of land, more or less, as surveyed August 17, 1944, by William D. Pitts, Registered Surveyor No. 165"; EXCEPTING, HOWEVER, a 75-foot by 150-foot lot which was conveyed by The Acme Poultry Corporation unto Eva Mae Brown and David Brown, her husband, by deed dated May 6, 1965 and recorded among the Land Records of Worcester County, Maryland, in Liber F.W.H. No. 198, folios 91 and 92; and EXCEPTING, FURTHER, so much thereof as was conveyed unto the State of Maryland, to the use of the State Roads Commission, from Acme Poultry Corporation, al., by right of way deed dated May 28, 1956 and recorded among the aforesaid Land Records in Liber F.W.H. No. 91, folios 198 and 199; and being ALL AND THE SAME property conveyed unto the said Joseph E. Moore, Trustee, from Mayor and Council of Berlin, Md., by deed of even date herewith and intended to be recorded among the Land Records of Worcester County, Maryland, immediately prior

TOGETHER with all the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto Mayor and Council of Berlin, a municipal corporation of the State of Maryland, its successors and assigns, forever in fee simple; SUBJECT, HOWEVER, to the following restrictions which shall be covenants running with the land: (1) The above described property or any interest therein may not be sold, leased or otherwise transferred without the prior written approval of the Secretary of Natural Resources and the Secretary of the Department of State Planning, or their successors; and (2) The above described property may not be converted from outdoor public recreation or open space use to any other use without the prior written approval of the Secretary of Natural Resources and the Secretary of the Department of State Planning, or their successors.

-3-

AND the Grantor herein does hereby covenant that he will warrant specially the property hereby conveyed, and that he will execute such other and further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the Grantor herein, as of the day and year first herein written.

WITNESS:

Deresa L. Fowell

seph E. Moore (SEA)

STATE OF MARYLAND, WORCESTER COUNTY, to-wit:

I HEREBY CERTIFY that on this 1th day of November, 1979, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Joseph E. Moore, Trustee, and he acknowledged the aforegoing deed to be his act and deed as such Trustee, executed for the purposes therein contained, and he further made oath in due form of law that no consideration is being paid for the transfer herein made.

AS WITNESS my hand and official seal.

Notary Public

My Commission expires July 1, 1982.

## Ch Cinin 1 0 0 L Curan

SHA 63.00-26D 3/1/90 Mailing Address; Records and Research Section 707 North Calvert Street Baltimore, Maryland 21202

### STANDARD DEED

FROM THE STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION AND THE BOARD OF PUBLIC WORKS OF MARYLAND

	(	A)
Right of Way It	ein No.:	rri SS
32770	_==	型50
ERS	Q.	200
9	0	
ne year 2003,	Signal from	5-65

THIS DEED, made this 13th day of December in the year 2003, from the STATE HIGHWAY ADMINISTRATION OF THE DEPARTMENT OF TRANSPORTATION, acting or and on behalf of the STATE OF MARYLAND, party of the first part; and the BOARD OF PUBLIC WORKS OF MARYLAND, party of the second part, hereinafter sometimes collectively called the "GRANTORS" unto MAYOR AND COUNCIL OF BERLIN, a municipal corporation, hereinafter sometimes called the "GRANTEE."

WHEREAS, the State Highway Administration of the Department of Transportation, acting for and on behalf of the State of Maryland, has heretofore acquired certain property and rights, situate, lying and being in Worcester County, State of Maryland; and

WHEREAS, the State Highway Administration has constructed, or is about to construct a certain State Highway and/or Bridge known and designated as US 113 Basket Switch to Berlin; and

WHEREAS, the State Highway Administration has prepared, or caused to be prepared a Right of Way Plat designated as State Highway Administration Plat numbered 42368 (Rev. 6/29/72) which Plat has been duly recorded in the Maryland State Archives; and

WHEREAS, the said Plat shows the land, easements, rights and controls of access which have been determined by the State Highway Administration as necessary to be retained by the State for the construction, operation, maintenance, use and protection of the highway and/or bridge constructed, or to be constructed, as aforesaid; and

WHEREAS, the State Highway Administration has agreed, for good and valuable consideration to convey unto the GRANTEE herein certain land, hereinafter described, which the State Highway Administration has determined is no longer needed by it in connection with the construction, operation, maintenance, use and protection of the State Highway System; and

WHEREAS, under the provisions of Section 8-309 of the Transportation Article of the Annotated Code of Maryland, it is necessary for the Board of Public Works of Maryland to join in the conveyance of any land by the State Highway Administration of the Department of Transportation.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and quit claim unto MAYOR AND COUNCIL OF BERLIN, a municipal corporation, its successors and assigns, all right, title and interest of the State Highway Administration and the State of Maryland, in and to all of that piece or parcel of land situate, lying and being in Worcester County, State of Maryland, containing 0.21 of an acre of land, more or less, and shown border shaded on State Highway Administration Plat numbered 42368 (Rev. 6/29/72), a reduced copy of which is attached hereto and incorporated herein as Exhibit No. 1.

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(B)

BEING a part of the same property conveyed by a deed dated March 19, 1956 and recorded among the Land Records of Worcester County, Maryland, in Liber No. 90, folio 1, from Anna A. Burbage and Carrie Fassitt unto the State of Maryland to the use of the State Roads Commission of Maryland.

RESERVING, HOWEVER, UNTO THE STATE OF MARYLAND TO THE USE OF THE STATE HIGHWAY ADMINISTRATION, its successors and assigns forever, all of the following described land, easements, rights, privileges and controls:

EXCEPT FOR THE HEREIN CONVEYED PROPERTY, ALL THE LAND AND PREMISES, including the land lying within the bed of US 113, together with the appurtenances thereto belonging or in anywise appertaining, shown and/or indicated on State Highway Administration Plat numbered 42368 (Rev. 6/29/72) all of which Plat is made a part hereof and which has been duly recorded among the Maryland State Archives.

The right to create, use and maintain on the area of the land the limits of which are so indicated and shown on State Highway Administration Plat numbered 42368 (Rev. 6/29/72), such slopes as are necessary to retain and support the highway and/or adjacent property; it being agreed between the parties hereto, however, that at such time as the contour of the land over which this slope easement is granted is changed so that the easement required for slopes is no longer necessary to retain, support or protect the highway construction within the area conveyed in fee simple, then said easement for slopes shall cease to exist.

ANY AND ALL RIGHT WHATSOEVER of the GRANTEE, its successors and assigns, of any means whatsoever of ingress or egress across the lines which are designated "RIGHT OF WAY LINE OF THROUGH HIGHWAY," to the end that there never will be any vehicular, pedestrian and/or animal access to or from said highway and the remaining property across those lines which are so marked on the above mentioned Plat, except by means of such public road connections as are authorized by law.

SUBJECT TO and excepting from the operation and effect of this deed any and all rights and reservations that may have been granted or reserved by former owners of this property or their predecessors in title and/or covenants or restrictions which may have been established with respect to said land by such former owners or their predecessors in title.

SUBJECT TO and excepting from the operation and effect of this deed any and all existing rights now held or used by any public utility or public utilities across or adjacent to the land herein conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, hereinbefore described and mentioned, to the extent of the State's right, title and interest thereto, unto MAYOR AND COUNCIL OF BERLIN, a municipal corporation, its successors and assigns.

SUBJECT, HOWEVER, TO EACH AND EVERY RESERVATION, RESTRICTION, CONDITION, COVENANT AND CONTROL SET FORTH IN THIS INSTRUMENT OF WRITING.

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AND THE GRANTEE HEREIN, by the acceptance of this deed, does hereby covenant and agree, on behalf of itself, its successors and assigns, to abide by and respect each and every reservation, restriction, condition, covenant and control set forth in this instrument of writing, it being the intention hereof to perpetuate all of the rights and privileges retained by the State of Maryland, to the use of the State Highway Administration of the Department of Transportation, by this deed. It is expressly understood and agreed that these covenants shall run with and bind the property hereby conveyed and the remaining property of the GRANTEE and shall be binding upon the GRANTEE, its successors and assigns, forever.

The actual consideration paid by the GRANTEE unto GRANTORS is One Thousand Five Hundred and 00/100 Dollars (\$1,500.00).

IN TESTIMONY WHEREOF, Witness the hands and seals of the parties hereto:

WI	TN	IESS:

STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION

By: Neil J. Pedersen

(Seal)

State Highway Administrator

Approved as to Form and Legal Sufficiency

Assistant Attorney General

Robert L. Ehrlich, Jr. Governor of Maryland

Concurred in by:

Christian C. Larson

Director, Office of Real Estate

William Donald Schaefer Comptroller of Maryland

WITNESS:

Secretary

Nancy K. Kopp

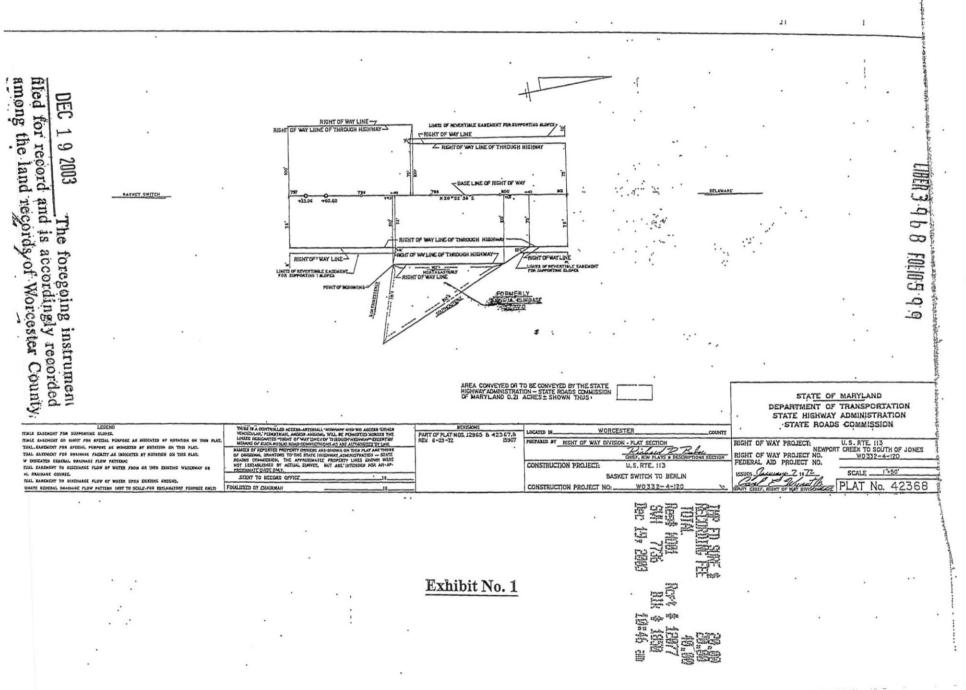
Treasurer of Maryland

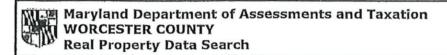
Constituting the BOARD OF PUBLIC WORKS OF MARYLAND

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	3/1/90	SHA 63.00-26D	(D)
	STATE OF MARYLAND - C	OUNTY/CITY OF Dollinge, To Wit:	
	MARYLAND, in and for the Highway Administrator and	fore me, the subscriber, a NOTARY PUBLIC of County/City aforesaid, personally appeared Nacknowledged the foregoing deed to be the ame time, made oath in due form of law that he same.	ell J. Pedersen, State ct of the State Highway
,	AS WITNESS MY HAND AN	D NOTARIAL SEAL, this 13th day of Que	in the year 2008. \11 . 67,
	My Commission Expires:	Notary Public  31/01/06	Q (Seal)
	STATE OF MARYLAND, CO	UNTY OF ANNE ARUNDEL, To Wit:	
		ore me, the subscriber, a NOTARY PUBLIC of County aforesaid, personally appeared	the STATE OF **
		Robert L. Ehrlich, Jr Governor of Mar	yland
		William Donald Schaefer - Comptroller of M	1aryland .
		Nancy K. Kopp - Treasurer of Ma	ryland .
	to be the act of the said Boa	PUBLIC WORKS OF MARYLAND, and acknow rd of Public Works of Maryland.	ledged the foregoing deed
•	AS WITNESS MY HAND AN	NOTARIAL SEAL, this 30 day of Seg	in the Vear 2003.
		Notary Public	(Seally 17
	My Commission Expires:  Ar	Marion Boschert NOTARY PUBLIC Ine Arundel County, Maryland Commission Expires 12/01/03	
	I hereby certify that t	his instrument was prepared under my superviourt of Appeals of Maryland.	rision, aniattorney i
1	SFER TAX NOT REQUIRED FINANCE OFFICER STER COUNTY MARYLAND	Assistant Attorney General	TAXES FOR WHICH ASSESSMENTS
Date	AJB Authorized Signature 12/19/03	F V B	AID AS OF THIS DATE 12/19/03 VORCESTER COUNTY FINANCE OFFICER  Y_ OFFO NO OCC ++
A STREET, STRE			DENT PERSONAL PROPERTY

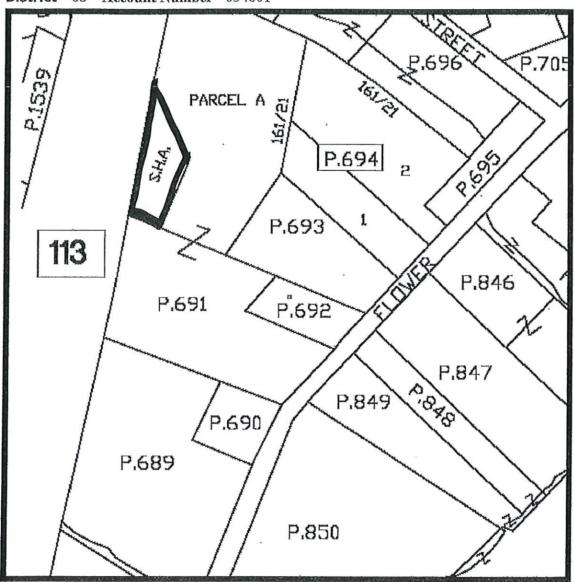






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District - 03 Account Number - 034801



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For more information on electronic mapping applications, visit the Maryland Department of Planning web site at <a href="https://www.mdp.state.md.us/webcom/index.html">www.mdp.state.md.us/webcom/index.html</a>