

The Connecticut General Assembly

Legislative Commissioners' Office

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The attached conveyance questionnaire should be completed by the municipality, land trust or other entity that is seeking legislation for the conveyance of state land. The Connecticut General Assembly needs this information in order to draft the legislation and to review the requested conveyance.

Please return the completed questionnaire to:

Shannon McCarthy
Chief Legislative Attorney
Legislative Commissioners' Office
Legislative Office Building – Room 5500
Hartford, CT 06106

FAX: (860) 240-8414

[E-MAIL: shannon.mccarthy@cga.ct.gov](mailto:shannon.mccarthy@cga.ct.gov)

E-mail is preferred, but if you have larger maps that don't scan well, you may choose to mail them to the address above.

If you have any questions, please e-mail or call Shannon McCarthy at (860) 240-8496.

CONNECTICUT GENERAL ASSEMBLY CONVEYANCE QUESTIONNAIRE

1. Please submit the following documents:

A. The best available legal map of the property.

See attached survey entitled "Final Survey 37 Bridge Street".

B. An appraisal of the value of the property. If an appraisal has not been prepared, please indicate the estimated value of the property and the methodology used to calculate such estimated value.

See attached Land Appraisal Report from the Connecticut Department of Transportation. This appraisal covers most but not all of 37 Bridge Street. Also see attached Town recent appraised value of the entire 37 Bridge Street as part of the 10/1/2023 revaluation.

2. Is this conveyance based upon prior legislation? For example, are you attempting to repeal or amend a prior conveyance or was this request drafted in a bill that was not passed by the legislature? If yes, please give the bill or special act number and year, if known.

No.

3. Please answer the following questions:

A. What are the tax assessor's map, block and lot numbers for the property? If such numbers do not accurately describe the property, please provide a metes and bounds legal description of the property.

The tax assessors map identification is Map 38, Block 143 and lot 003. See attached Street Card.

B. What is the acreage of the property?

The total acreage of the property is 1.53 acres. See attached Final Survey 37 Bridget Street, identified in response to question 1A.

C. Which state agency has custody and control of the property?

Connecticut Department of Transportation.

D. What costs, if any, would the state incur if the property were conveyed? (e.g. if the property abutted a highway and needed to be fenced off.)

To the best of my knowledge there would be no additional cost to the State. The property has been surveyed and appraised. Any improvements would be paid by the Town.

- E. How much would the municipality or entity receiving the property agree to pay for it? (e.g. the administrative costs to the state of making the conveyance; a specific dollar amount; or fair market value)

The Town has invested significant time and resources over several years, including having the property surveyed, paying attorneys to draft legal documents and negotiating details with abutting landowners for use of the property after it is conveyed from the State. The Town would also be taking over liability for a public boat ramp. Therefore, the Town would not object to offsetting reasonable administrative costs but believes it has already invested considerably in acquiring the property.

- F. How will the municipality or entity receiving the property use it? (e.g. open space, recreational, housing, economic development)

The property would be used primarily for parking for visitors to Collinsville, especially during special events and as a public boat ramp to gain access to the Farmington River impoundment area. Some of the parking would be reserved for the businesses that are currently leasing the property and using it for parking. The increased parking is critical for all the businesses in Collinsville and access to the Farmington River is a recreational priority for the region. The property also abuts the Farmington River Bike Trail and will provide access to that highly used recreational asset.

- G. If the municipality or entity receiving the property has a specified use for the property, would it agree to a provision in the conveyance legislation that, if the property is not used for such purpose, it shall revert to the state?

The Town would prefer not to have a reversionary clause. Through various deeds and easements, the Town has worked out an arrangement with abutting property owners whereby the abutting property owners will have parking for their patrons and use of the boat ramp for the Collinsville Canoe and Kayak Company (a leasehold abutter) while still preserving significant public parking and public access to the boat ramp. This arrangement would not work if there was a reversionary clause.

- H. Has the municipality or entity asked the state agency that has custody of the property to convey the property to the town or entity (i.e. through an administrative rather than legislative process)?

The Town has been patiently working with the Department of Transportation since 2019 when State Officials first approached the Town about purchasing the property. Although the Town has taken significant steps towards the eventual ownership and use of the property, the Department of Transportation has not been able to get the administrative approvals to convey the entirety of 37 Bridge Street to the Town of Canton.

- I. If the answer to question (H) is yes, please indicate the status of such administrative process and why legislation is needed.

See answer to G above.

J. Has a title search of the property been conducted?

A title search was performed on August 5, 2022, by First American on behalf of the Town of Canton. See attached Title Search.

K. Are there any deed or other restrictions on the use of the property? If so, please specify.

The restrictions are indicated in the attached title search. The easements and license agreement with the Town of Canton were transferred back in the early 2000s to support the installation of the bike trail. The lease in favor of Waterfront Preservation and Management Corporation would be terminated with the transfer of the property.

L. Please state the name of the municipality or entity that would receive the property.

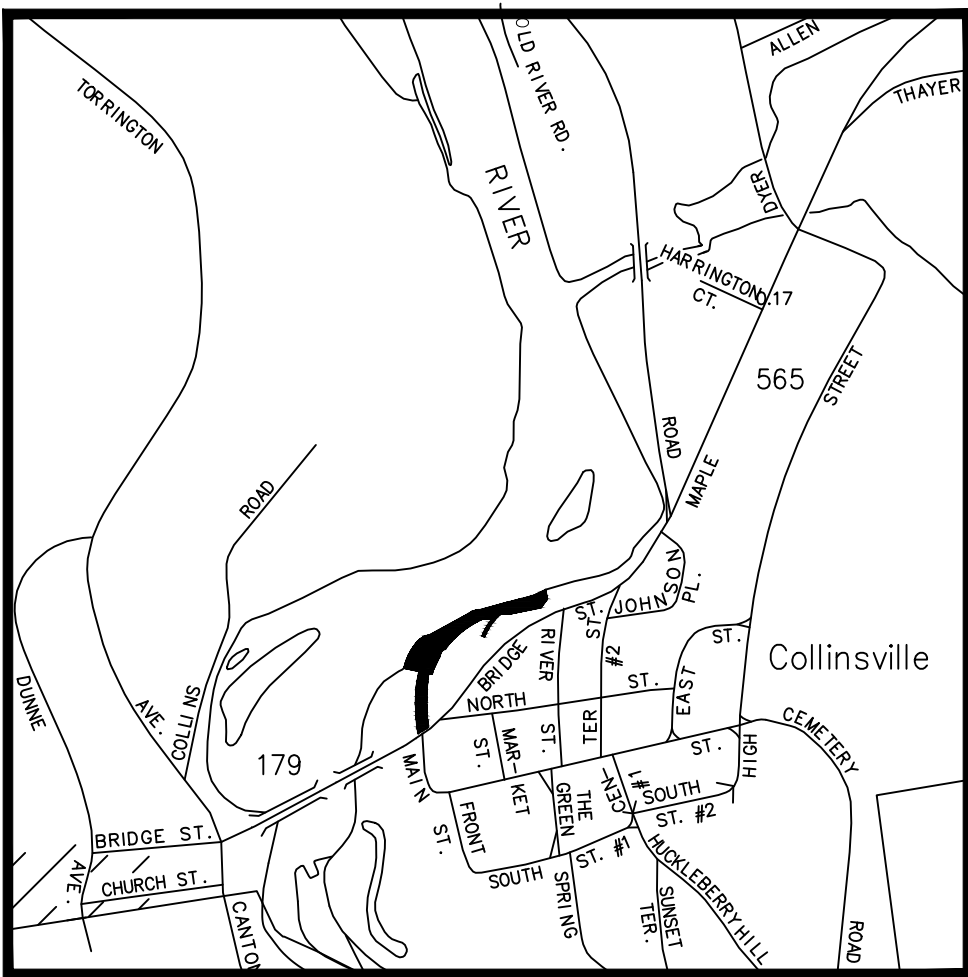
Town of Canton.

3. Please provide the name, address and phone and fax numbers of the person who completed this form.

Robert Skinner
Canton Chief Administrative Officer
4 Market Street, P.O. Box 168
Collinsville, CT 06022
Phone: 860-693-7837
Fax: 860-693-7840

4. Please provide the name of the legislator(s) sponsoring this legislation.

Representative Eleni Kavros DeGraw
Senator Lisa Seminara



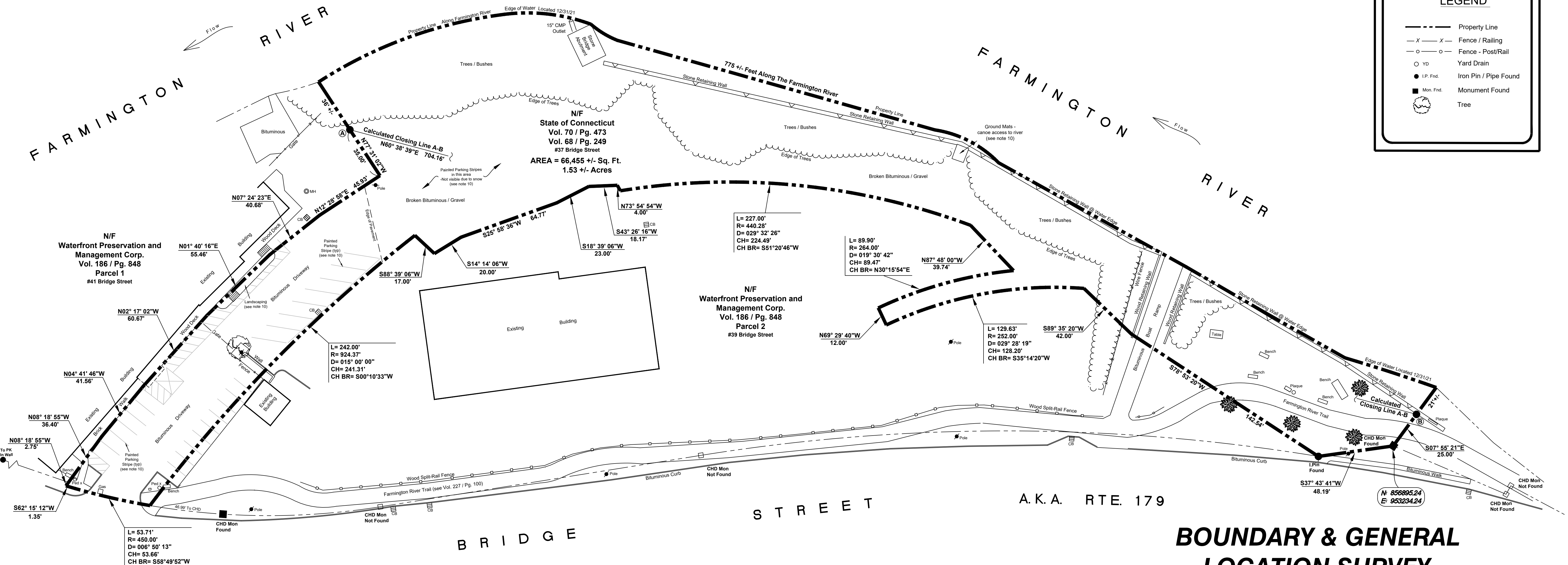
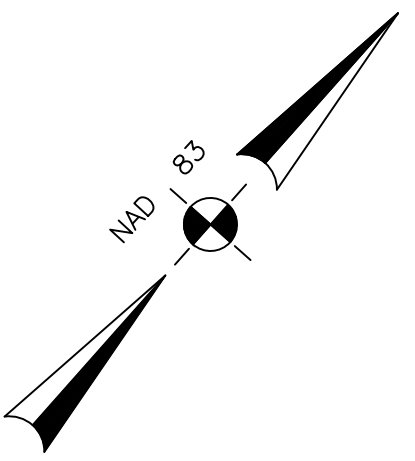
SITE LOCATION
NOT TO SCALE

SURVEYORS NOTES

- 1.) This survey and map has been prepared in accordance with the regulations of Connecticut State Agencies, Sections 20-300b-1 thru 20-300b-20 and "The Minimum Standards for Surveys and Maps in the State of Connecticut" endorsed by the Connecticut Association of Land Surveyors, Inc. on September 29, 2019.
- 2.) The type of survey performed and the mapped features depicted hereon are in accordance with the requirements of a Boundary & General Location Survey. The Intent of this survey is to depict the existing conditions of 37 Bridge Street. This Survey is a Resurvey of the maps and deeds as depicted.
- 3.) This survey conforms to Horizontal Accuracy Class 'A-2' and underground utilities to Class 'D' (if depicted).
- 4.) Property Lines as depicted are based upon the maps referenced in note 6.
- 5.) The bearings depicted on the plan represent the NAD '83 Horizontal datum. Coordinates were established on the site based upon GPS observations taken on December 30, 2021 using Trimble RTK Receivers and solutions provided through the Keystone KEYNET Network.
- 6.) Reference is made to the following maps:
A.) " Connecticut State Highway Department Right of Way Map Town of Canton Collinsville-Canton Road From the Farmington River Bridge Northeastly to the 4 Corners Route No. 101a or SR 565. Scale 1"=40' Number 23-01 June 30, 1932 Sheets 1 and 2 of 3." Map available through CDOT.

- B.) "Right of Way and Track Map The New York New Haven and Hartford RR Co. From Farmington to New Hartford. Collinsville to New Hartford Abandonment from Station 418+90 Northerly to Station 746+03.5. Abandoned under order of I.G.C. Finance Docket No. 19,328 August 1956." Map available through CDOT.
- C.) "New York New Haven and Hartford Railroad Real Estate and Right of Way Department. Land in Canton, Conn. to be conveyed to Miner Lumber Company, Inc. Scale 1"=40' July, 1943." Map on file in Town of Canton Land Records as #319.
- D.) "Town of Canton Map Showing Land and Easement Acquired from The Collins Company by the State of Connecticut Farmington River Bridge and Approaches. Scale 1"=40' February, 1957. Town Number 23 Project Number 15 Serial Number 3 Sheet 1 of 1." Map on file in Town of Canton Land Records as #466.
- E.) "Town of Canton Plan Showing Land Acquired from The Collins Co. By The State of Connecticut. Maple Street Rte. 179 Scale 1"= 40' Town No. 23 Project No. Misc. Serial No. 55 Sheet 1 of 1 9 /24/1965". Map on file in Town of Canton Land Records as Map #761
- F.) "Map of Land Owned by The Collins Company Bridge Street Collinsville CT Scale 1"=50' June 1964 Revised July 25 1967". Map obtained from other sources.
- G.) "Map of Land to be conveyed to Miner Lumber Company Bridge Street Collinsville, Conn. Scale 1"=20' January, 1966." Map on file in Town of Canton Land Records as #768.
- H.) " Map of Land Owned by Miner Lumber Company, Inc. Bridge Street Collinsville CT Scale 1"=50' April, 1970 Revised December 1985". Map on obtained from other sources.

- I.) Site Plan 41 Bridge Street Collinsville, Connecticut Scale 1"=40' January 17, 1991. Miner Realty Partnership." Map on file in Town of Canton Land Records.
- 7.) Not all underground utilities and improvements were depicted as part of this survey. Improvements depicted upon this plan have been field surveyed by Yellow Dog Surveys LLC survey crews.
- 8.) All contractors will contact Call-Before-You-Dig at 1-800-922-4455 for location and markout of utilities prior to any excavation.
- 9.) The property is subject to:
A. Easements for Electric and Other Utilities depicted in Vol. 32 / Pg. 545
B. Possible Sewer and Water Rights as depicted in Vol. 186 / Pg. 848
C. Any other Rights that may exist per Vol. 70 / Pg. 143
D. Lease Agreement per Vol. 172 / Pg. 179 & Vol. 203 / Pg. 292
- 10.) Certain areas of the site are being utilized by #41 & # 39 Bridge Street and may include Vehicular Access & Parking / Canoe Access to the Farmington River and areas of landscaping. These activities may be permitted under the Lease Agreement as depicted in note 9.D above.
- 11.) At the time of the survey approximately 3" of snow covered the site. It is possible that some ground features were not visible at the time of survey & may not be depicted on this plan. Also, the possibility of drainage outlets (if they exist) along the Farmington River may not be depicted on this plan due to ice and snow along the waters edge.



**BOUNDARY & GENERAL
LOCATION SURVEY**

Land of
The State Of Connecticut.

#37 Bridge Street Collinsville, Connecticut.
Survey Date January 16, 2022
PREPARED BY YELLOW DOG SURVEYS LLC.

LAND APPRAISAL REPORT

FOR RELEASE
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING AND CONSTRUCTION

Appraisal Firm Name: State of Connecticut -
Department of Transportation

Appraiser's Name: Steven C. Miller

Address: 2800 Berlin Turnpike
Newington, CT 06131-7546

Telephone Number: (860) 594-2415

Project and Serial Number: 7001 - 000 - 552A

Federal Aid Project Number: Not Applicable

Identity of Project: Not Applicable

Classification of Property Being Appraised: Riverfront Commercial Land

Type of Release	Total:	-
	Partial:	X (Partial Release Totaling 1.15± Acres)
	Easement:	-
	Other:	-

Property Owner: State of Connecticut - Department of Transportation

Property Owner's Address: 2800 Berlin Turnpike
Newington, CT 06131-7546

Release Property Address: 37 Bridge Street (A Portion Of, Totaling 1.15± Acres)
Canton, CT 06022

Sole Abutter / Owner: Waterfront Preservation and Management Corporation

Sole Abutter Property Address: 39 Bridge Street & 41 Bridge Street
Canton, CT 06022

Date Property Owner Advised
of Inspection: Not Applicable

Effective Date of Appraisal: June 9, 2021

Release Value: \$ 125,000

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				File No. 7001 - 000 - 552A	
Property Address	39 & 41 Bridge Street					
City	Canton	County	Hartford	State	CT	Zip Code 06022
Client	State of Connecticut Department of Transportation					

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RELEASE OWNER:

State of Connecticut - Department of Transportation

RELEASE PROPERTY ADDRESS:

37 Bridge Street
Canton, CT 06022

SOLE ABUTTER:

Waterfront Preservation and Management Corporation

SOLE ABUTTER PROPERTY ADDRESS:

39 & 41 Bridge Street
Canton, CT 06022

IDENTIFICATION OF THE APPRAISAL PROBLEM

1. **Client** - This report is written for the State of Connecticut DOT Division of Rights of Way, its agents and its assigns.
2. **Intended use of the appraisers opinions and conclusions** - This appraisal is written for the Commissioner of Transportation who shall utilize the appraisal as a basis for just compensation when it is necessary to acquire real property for the layout, alteration, extension, widening, change of grade or improvement of any state highway or to determine fair value for release or lease of real property not necessary for highway purposes. The opinions and conclusions are for general valuation purposes only.
3. **The type and definition of value** - Market Value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. *(Uniform Appraisal Standards for Federal Land Acquisitions, 2016, Sec. 1, 2, 4, Pg. 10)*
4. **Effective date of the appraiser's opinions and conclusions** - The subject release was inspected on June 9, 2021, which is further considered to be the Effective Date of Appraisal.
5. **Characteristics of the property (location and property rights to be valued)** - The subject property's characteristics are included on the form provided in this appraisal. Any further particulars are explained in the appraiser's analysis section. Any applicable subject property and release maps, deeds and pertinent documentation are located in the addendum of this report. The property rights to be valued are fee simple. There is no personal property to be valued other than those items stated in the report.
6. **Extraordinary Assumptions necessary for the assignment** -
 - As of the Effective Date, the world is engaged in a struggle to contain a viral pandemic known as 'COVID-19,' which has significantly incapacitated many nations and economies on a global scale. Countries around the world are struggling to control this novel coronavirus outbreak, causing widespread panic in most, if not all, markets and asset classes on a global scale. The pandemic is an ongoing situation on an unprecedented global scale. The effects of this outbreak are not fully quantified within real estate markets by way of sales and leasing activity, in addition to the impact of rising unemployment, non-payment of taxes and debt instruments, cash liquidity, availability or mortgage money, decreased rates of absorption, and a myriad of other variables integral to real estate valuation and buyer/seller decision making, which further influence the dynamics of supply and demand. The impact of the pandemic will likely not be fully understood for several months. As such, it must be noted that the value presented within this report considers transactions having occurred prior to and during the outbreak, with limited sales activity available as of the Effective Date which captures the scope and severity of the pandemic's impact on value on a short-term or long-term basis.
 - Your appraiser is not a qualified expert in the field of site contamination, soil remediation, environmental hazards and/or other such potentially negative soil conditions. While no such contamination or potential hazardous conditions were immediately apparent during the property inspection and due diligence process, for the purposes of this report, your appraiser is valuing the subject property with the *Extraordinary Assumption* that the subject in whole is 'Free and Clear' of any and all environmental contamination, hazardous waste material, and any and all other potentially negative soil conditions not specifically indicated, including but not limited to PCBs, VOCs, SVOCs, ACMs, lead paint, underground storage tanks, toxic chemicals and gases, and radioactive material. Your appraiser reserves the right to reconsider value after a qualified soil scientist and/or hazardous material remediation expert has delivered a signed inspection and remediation report.
 - The Release consists of a portion of the parcel known as 37 Bridge Street, and is being valued via an *Extraordinary Assumption* that the Release is "as-described" via the Client-supplied Class D survey (23) 7001 - 000 - 552A dated October 2020. If it were found that the release deviates from what has been presented on the Class D survey, or otherwise strays from what is outlined within this report, your appraiser reserves the right to consider its impact on value.
 - Your appraiser notes that no title search was made available during the appraisal process. Property line delineations and site area figures have been compiled with consideration to several surveys of the surrounding land parcels and infrastructure projects. Your appraiser is not a professional title searcher, and as such, your appraiser is valuing the subject with the *Extraordinary Assumption* that the Sole Abutter parcels are "as-described" within this appraisal report. If it were found that the sole abutter parcels deviate from what is presented within this report, your appraiser reserves the right to consider its impact on value.
 - The Release is improved with one official kayak/canoe launch in addition to one unofficial kayak/canoe launch. Further, the Release is improved with 23 lined parking spaces directly adjacent to the main entrance facade of 41 Bridge Street. While your appraiser is not a title search professional, your appraiser is unaware of any easement for access nor any easement for parking on the Release parcel. Further, your appraiser is unaware of any easement allowing boat, kayak, and/or canoe launches. Your appraiser is valuing the subject via the *Extraordinary Assumption* that no easement for access, parking, nor watercraft launching is in existence. If it were found not to be the case, your appraiser reserves the right to consider its impact on value.
 - The State of Connecticut and the Sole Abutter (Waterfront Preservation and Management Corporation) entered into a land lease contract beginning August 1, 1988 for a thirty (30) year initial term through and including July 31, 2018, with the Sole Abutter tenant allowed an option to renew for an additional twenty (20) year period thereafter. The lease allowed the Sole Abutter to extinguish the contract at any time with a 180 day written notice, and provides the State of Connecticut with the power to extinguish the lease with a 180 day written notice in the event the leased property is required for transportation purposes. Further, the State of Connecticut could extinguish the lease with 90 days notice upon violation of any terms of the contract. It is the understanding of your appraiser that as of the Effective Date of Appraisal, the initial contractual term has expired with no execution of lease renewal. The Sole Abutter / Tenant has been provided with a one-year temporary right of entry until new terms are negotiated with the owner. Documentation provided by the Client indicates the Sole Abutter / Tenant presently leases the Release Land on a month-to-month basis, and notes that the Town of Canton has the right of first refusal to purchase the Release. For the purposes of this report, your appraiser is valuing the subject Release Land via the *Extraordinary Assumption* that there is no long term lease encumbering the property. If it were found not to be the case, your appraiser reserves the right to consider its impact on value.
 - No other Extraordinary Assumptions are necessary for the execution of this assignment. If these assumptions are proven to be different, your appraiser reserves the right to modify the opinion of value.

IDENTIFICATION OF THE APPRAISAL PROBLEM *(continued)*

7. **Hypothetical Conditions necessary to arrive at value -**
- The methodology used in this Release Appraisal Report is a standard state format in the form of a "Before" and "After" valuation appraisal.
 - No other Hypothetical Conditions are necessary for the execution of this assignment. If these assumptions are proven to be different, your appraiser reserves the right to modify the opinion of value.

SCOPE OF WORK

- 1. **Subject** - The subject release property is owned by the State of Connecticut. The Effective Date of this appraisal report is June 9, 2021. The neighborhood and area were viewed to determine reasonable alternative uses of the subject property thus developing the Highest and Best Use and limitations on development.
- 2. **Sales data search** - I searched for comparable land sales in the market area considering zoning, lot sizes, highest and best use and other criteria. Data was obtained from previous staff appraisals, ConnComp, Commercial Record; computer obtained sales data and City Records. The data collected, where possible and/or applicable, was verified with the grantors and/or grantees and/or their agents involved with the various real estate transactions, including town officials, brokers, attorneys and applicable documents of record. (The Cost and Income Approaches were considered but found to be not applicable.) These sales are detailed on individual sales sheets and identified on a sales location map.
- 3. **Public Records** - Public records were searched for sufficient information to make a reasonable study of both the subject and potential sales comparables. I discussed with the city/town real estate assessor, zoning official and wetlands administrator any information pertinent to either the subject property, potential sales comparables, local development, wetlands and zoning issues and property requirements.
- 4. **Neighborhood** - I investigated trends in the immediate and market area concerning any potential property development.
- 5. **Extraordinary Assumptions** - I investigated the reasonability of any extraordinary assumptions that currently apply to the appraisal problem. (See above)
- 6. **Hypothetical Conditions** - I investigated the reasonability of any hypothetical conditions that currently apply to the appraisal problem. (See above)
- 7. **Zoning** - I investigated the existing zoning regulations, variance probabilities, and zoning changes and how they could possibly affect the highest and best use.
- 8. **Utilities** - I examined what limitations the existence or lack of utilities, along with their associated easements, had on the appraisal valuation process.
- 9. **Reporting** - The pertinent facts, analyses and conclusions were then written independently and impartially in compliance with the requirements of the Federal Government (49 CFR §24.104), the State of Connecticut, and the Code of Professional Ethics, the Standards of Professional Practice of the Appraisal Foundation (USPAP Std. 1 & 2), and USPAP sub standards, as found in the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). The salient factors have been set forth on individual data sheets, including plot, detailed sketch and photographs. The conclusions that follow are the appraiser's own conclusions based upon the market data researched. If the USPAP Supplemental Standards Rule or the Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice (USPAP) was invoked in the writing of this review, the Appraiser has included the reasons in the body of this report. The report is then certified by the appraiser stating the performance requirements, value and effective date.

LAND APPRAISAL REPORT

File No. 7001 - 000 - 552A (Before)

SUBJECT

Borrower / Sole Abutter: Waterfront Preservation & Management Corp

Census Tract 3528.00

Map Reference Map 34, Block 143, Lots 39 & 41

Property Address 39 & 41 Bridge Street

City Canton

County Hartford

State CT

Zip Code 06022

Legal Description See Legal Descriptions Provided in Addendum of Appraisal Report

Sale Price \$ N/A

Date of Sale N/A

Loan Term N/A yrs.

Property Rights Appraised ☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$ N/A (yr)

Loan charges to be paid by seller \$ N/A

Other sales concessions N/A

Lender/Client State of Connecticut Department of Transportation

Address Appraisal Section, Division of ROW, SOC Dept. of Tr, 2800 Berlin Tpke, Newington, CT

Occupant Scope: Vacant Land

Appraiser Steven C. Miller

Instructions to Appraiser

Market Value of the Proposed Release - See Addendum

NEIGHBORHOOD

Location ☒ Urban

☐ Suburban

☐ Rural

Good

Avg.

Fair

Poor

Built Up ☒ Over 75%

☐ 25% to 75%

☐ Under 25%

Employment Stability ☐

☒

☐

☐

Growth Rate ☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Convenience to Employment ☒

☐

☐

☐

Property Values ☐ Increasing

☒ Stable

☐ Declining

Convenience to Shopping ☒

☐

☐

☐

Demand/Supply ☒ Shortage

☐ In Balance

☐ Oversupply

Convenience to Schools ☐

☒

☐

☐

Marketing Time ☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Adequacy of Public Transportation ☐

☒

☐

☐

Present 5 % One-Unit

50 % 2-4 Unit

5 % Apts.

5 % Condo

25 % Commercial

Recreational Facilities ☐

☒

☐

☐

Land Use 5 % Industrial

5 % Vacant

%

Adequacy of Utilities ☒

☐

☐

☐

Change in Present ☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Property Compatibility ☐

☒

☐

☐

Land Use (*) From

To

Protection from Detrimental Conditions ☐

☒

☐

☐

Predominant Occupancy ☐ Owner

☒ Tenant

% Vacant

Police and Fire Protection ☐

☒

☐

☐

One-Unit Price Range \$ N/A to \$ N/A

Predominant Value \$ N/A

General Appearance of Properties ☐

☒

☐

☐

One-Unit Age Range N/A yrs. to N/A yrs.

Predominant Age N/A yrs.

Appeal to Market ☐

☒

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

The neighborhood consists of the Village of Collinsville within the Town of Canton. The area has a high concentration of commercial and mixed use properties, with the former Collinsville Axe Factory industrial mill complex in immediate proximity to the south. The Farmington River has a significant presence in the neighborhood providing local residents with a multitude of recreational uses. Access throughout the region is via the state corridors Route 4, 44/202, 177, and 179. Highway access is distant at 12 to 13 miles both to the south and east.

SITE

Dimensions 750± FF & 111± FF (See Legal Description)

= 2.69± Acres

117,176± Sq.Ft.

☒ Corner Lot

Zoning Classification CDVD; CBD; FRPO (Please See Addendum)

Present Improvements ☒ Do

☐ Do Not

Conform to Zoning Regulations

Highest and Best Use ☐ Present Use

☒ Other (specify) Commercial Development

Public

Other (Describe)

OFF SITE IMPROVEMENTS

Elec. ☒

Gas ☒ Natural Gas

Water ☒ City Water

San. Sewer ☒ City Sewer

☐ Underground Elect. & Tel.

Street Access ☒ Public

☐ Private

Surface Paved Bituminous Asphalt

Maintenance ☒ Public

☐ Private

☒ Storm Sewer

☒ Curb/Gutter

☒ Sidewalk

☐ Street Lights

Topo Generally Level with Road Grade, Downward Embankment to Rear River

Size 2.69± Acres per Assessor (117,176± Square Feet)

Shape Irregular; Two Non-Contiguous Lots

View Riverfront, Busy Road, Commercial and Residential Village District

Drainage Adequate; Minimal Wetlands, AE Floodzone & Floodway

Is the property located in a FEMA Special Flood Hazard Area? ☒ Yes

☐ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

The subject land in the "Before" conditions consists of two non-contiguous, but immediately adjacent, lots of record having common ownership and an integrated Highest and Best Use. The lots are located along the Farmington River and within the Village of Collinsville. The topography is generally level with road grade, and while lacking wetland soils, the sites are within floodway and AE and X floodzones. All typical municipal utilities are available and connected. Please see addendum.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	39 & 41 Bridge Street Collinsville, CT 06019	325 Commerce Drive Collinsville, CT 06019		Lot 1 & Lot 1-1 Library Lane Burlington, CT 06013		Lot 187 Dock Road Chester, CT 06412	
Proximity to Subject		1.05 miles NE		3.71 miles SW		37.30 miles SE	
Sales Price	\$ N/A		\$ 1.64 per Sq.Ft.		\$ 2.20 per SqFt		\$ 1.49 per SqFt
Price \$/Sq. Ft.	\$		\$ 165,000		\$ 400,000		\$ 325,000
Data Source(s)	Town Records, Insp	Town Records, MLS, Vol455Pg1006		Town Records, MLS, Vol371Pg345		Town Records, MLS, Vol176Pg326	
ITEM	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Date of Sale/Time Adj.	June 9, 2021	July 29, 2020		Dec. 20, 2020		Oct. 14, 2020	
Location	Gd / 127± RiverFrntage	Average / Ind. Park	+0.33	Good- / Town Center	+0.22	Gd/ 1250± RiverFrntage	-0.15
Site/View	117,177± SqFt / Comm	100,376± SqFt / IP		181,475± SqFt / CB	+0.22	217,800± SqFt / WDD2	+0.30
Site Utility	Good / 2 Lots	Avg / BisectingEsmnt	+0.33	Avg / 2 Lots, Setback	+0.22	Average	+0.15
Terrain & Topography	Generally Level	Downsloping	+0.16	Generally Level		Generally Level	
Wetlands & Floodzone	AE, X, Floodway	Minimal if Any	-0.33	Minimal If Any	-0.44	Mostly Wtlnd, AE Fld	
Road Frontage & Access	750± & 111± FF / 2CC	256± FF / ICC	+0.08	1,016±FF / 2CC		1 CC via ROW	+0.30
Sales or Financing	CWater, Sewer, NatG	CWater, Sewer, NatG		CWater, Septic	+0.33	Well, Septic Required	+0.30
Concessions		Approved 7500SqFt	-0.25	Town Purchase			
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0.32	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0.55	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0.90
Indicated Value of Subject			\$ 1.96		\$ 2.75		\$ 2.39
Comments on Market Data There has been a dearth of comparable land sales in the subject market having recently occurred. Vacant commercial land sales were considered throughout the Town of Canton, in addition to nearby and competing markets up to 12 months prior to the effective date of appraisal. Equal weight was given to all sales utilized. Please see the attached addendum for further details.							

Comments and Conditions of Appraisal All three approaches to value have been considered. The Cost Approach is not applicable, as the scope of appraisal consists of the valuation of the land only. The Income Approach is not a reliable valuation approach in the subject's market due to a lack of income producing commercial land comparables (land leases) in this market, and as such, this approach was not developed. The Sales Comparison Approach is the most applicable valuation methodology given the sales activity of vacant commercial land in the subject's market, and has been utilized in the estimation of the subject's value.

Final Reconciliation It is your appraiser's opinion that the subject property has a value of **\$2.50 per Square Foot**. Therefore, \$2.50 per Sq.Ft. x 117,177± Sq.Ft. = \$292,943 or **\$295,000 (rounded) + "X"**, with "X" representative of contributory value of any and all structural and site improvements. If the "X" component were valued, the value of the release would result in the same conclusions. See addenda.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF June 9, 2021 TO BE \$ 295,000 (Before)

Appraiser Steven C. Miller

Supervisory Appraiser (if applicable)

Date of Signature and Report 06/24/2021

Date of Signature

Title Certified General Real Estate Appraiser

Title

State Certification # RCG.1474

ST CT

Or State License #

ST

Expiration Date of State Certification or License 04/30/2022

Expiration Date of State Certification or License

Date of Inspection (if applicable) June 9, 2021

☐ Did ☐ Did Not Inspect Property

Date of Inspection

RECONCILIATION

Form LAND - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

08/11

APPRAISER'S ANALYSIS

SCOPE, PURPOSE, & INTENDED USE

The Purpose and Intended Use of this Appraisal Report is to provide the Client and Intended User with an estimate of Release Value associated with the proposed release of excess, state-owned remnant land. The opinions and conclusions are for general valuation purposes only. The Client and Intended User of this Appraisal Report is the State of Connecticut’s Department of Transportation, its affiliates and/or assignees. Any entity receiving a copy of this report does not result in an appraiser-client relationship, and if utilized for any other purpose can be misleading. For the purposes of this apaisal, any structural and/or miscellaneous site improvements on the property are beyond the scope of the appraisal and are otherwise considered to provide a contributory value of "X". If the "X" component were valued, the value of the release property would result in the same conclusion.

RELEASE LAND

The release is excess land that is remnant of the railway infrastructure projects having taken place over time. The release land consists of a portion of the lot known as 37 Bridge Street in the Town of Canton and within the Village of Collinsville, and is formally recognized by the municipality via Map 38, Block 143, Lot 3 as well as via Unique ID number 1430037. The subject Release Land within the Scope is a portion of the larger lot, and is specifically identified on a client-supplied Class D Compilation Map 7001-000-552A dated March 2021 that is attached to this appraisal report.

As such, the Release Land consists of a portion of an existing building lot of record, and contains 1.15± acres (50,094± square feet) of commercial land that is within the Collinsville Design Village District (CDVD), the Collinsville Business District Overlay (CBD), and the Farmington River Protection Overlay (FRPO). The release land is highly irregular, generally curving site shape that is accessible via 58'± at a lighted intersection. The topography is generally level with road grade, and is mostly cleared of trees and brush with the exception of the river frontage. The release land is mostly within a floodway or AE flood zone given its 768'± frontage on the Farmington River. The release is presently utilized as paved parking. All typical municipal utilities are available in the neighborhood, which include city water, sewers, natural gas, electricity, cable/internet, and landline telephone. Fuel oil and bottled gas are available via delivery throughout the region.

It is noted that the Release is encumbered by two defined traffic easements at the 58'± frontage at the lighted intersection along Bridge Street, and are considered to have a minimal impact on the utility of the overall release.

Notes Regarding an Expired Land Lease Contract on the Release Property

The State of Connecticut and the Sole Abutter (Waterfront Preservation and Management Corporation) entered into a land lease contract beginning August 1, 1988 for a thirty (30) year initial term through and including July 31, 2018, with the Sole Abutter tenant allowed an option to renew for an additional twenty (20) year period thereafter. The contract indicates an initial rental rate of \$400 per month, which was to be renegotiated every five years to reflect fair market value at that time. The Tenant agreed to utilized the land for vehicle parking, storage of building products and expansion of its business.

The lease allowed the Sole Abutter to extinguish the contract at any time with a 180 day written notice, and provides the State of Connecticut with the power to extinguish the lease with a 180 day written notice in the event the leased property is required for transportation purposes. Further, the State of Connecticut could extinguish the lease with 90 days notice upon violation of any terms of the contract. Further, it is stipulated in the lease that the State reserves air rights above 24' of the horizontal plane over the entire leased area.

It is the understanding of your appraiser that as of the Effective Date of Appraisal, the initial contractual term has expired with no execution of lease renewal. The Sole Abutter / Tenant has been provided with a one-year temporary right of entry until new terms are negotiated with the owner. Documentation provided by the Client indicates the Sole AButter / Tenant presently leases the Release Land on a month-to-month basis, and notes that the Town of Canton has the right of first refusal to purchase the Release. For the purposes of this report, your appraiser is valuing the subject Release Land via the **Extraordinary Assumption** that there is no long term lease encumbering the property. If it were found not to be the case, your appraiser reserves the right to consider its impact on value.

Improvements On-Site

The parcel consists of vacant, structurally improved land having an older paved parking lot, light pole, and a variety of deciduous trees and common underbrush along the periphery of the Farmington River. Further, the release is improved with one official boat launch ramp as well as one unofficial boat ramp area. For the purposes of this appraisal, any and all potential structural or miscellaneous site improvements on the property are beyond the scope of the appraisal and are otherwise considered to provide a contributory value of "X". If the "X" component were valued, the value of the release property would result in the same conclusion.

ZONING

The subject release is situated within three zones; the Collinsville Design District (CDVD), the Collinsville Business District (CBD), and the Farmington River Protection Overlay (FRPO) zone. The Town of Canton has adopted form-based zoning regulations, which is complex and heavily contingent on the end use, and may require exterior facade, parking, and landscaping requirements.

The Collinsville Design Village District (CDVD) is *"designed to foster a setting for economic growth and development in a sustainable mixed-use pattern of diverse neighborhoods, integrating residential with employment, commercial, and recreation uses while preserving the existing neighborhoods and protecting the community character. This Code places greatest emphasis on the design, or physical form, over density and uses, as it is of greatest importance when creating the pedestrian-oriented places that attract jobs and economic vitality. Density and uses can be expected to change over time as the districts grow and mature."* While the zone caters to a wide variety of commercial uses such as retail shops, restaurants, cafes, offices, and residential dwellings units, due to the complexity of the form-based design standards, the reader is encouraged to refer to the zoning regulations directly with regard to permitted uses.

The Collinsville Business Overlay District (CBD) is intended to provide for *"economically sound and visually appropriate uses for existing buildings in Collinsville, consistent with the public interest and to preserve the historic character of Collinsville while permitting such uses and requiring certain development standards to this end."* Permitted uses in the underlying district are allowed, but are subjected to the same conditions of the overlay zone. Permitted uses via Zoning Permit and Site Plan approval include two family dwellings. Uses permitted via special permit and site plan approval include multiple dwelling units provided no less than 600 square feet each. The overlay precludes drive thru facilities and gasoline filling stations.

The Farmington River Protection Overlay (FRPO) zone, and is a requirement as the *"...flood hazard areas of the Town of Canton are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and government service, extraordinary public expenditures for flood protection and relief, and impairment of tax base, all of which adversely affect the public safety and general welfare. It is the purpose of this regulation to minimize public and private loss due to flood conditions..."*. Any potential development in the zone has a volumetric displacement requirement comparable to a wetland detention basin but applicable to floodplain soils off-site. This requirement, in addition to a floodway setback of 100' from the high water mark, substantially diminishes development potential along the river's edge.

HIGHEST & BEST USE "AS-VACANT"

The subject Release Land is a portion of a lot of record, and was a former lumber mill which utilized the former railway occupying the land. The Release Land is highly irregular in site shape and is heavily impacted due to the Farmington River upon which the Release fronts. The parcel is generally level and has access via a lighted intersection. However, the town requires a 100' setback from the high water mark which precludes development on a majority of the site. Further, any meaningful structural development requires volumetric displacement requirement comparable to a wetland detention basin or pond off-site with comparable floodplain soils. Given these issues with development, the Highest and BEst Use for the Release Land is for its assemblage to an abutting property owner for parking and/or density purposes.

APPRaiser's Analysis (continued)

HIGHEST & BEST USE "AS-IMPROVED"

The Release Land is not structurally developed, and as such, the Highest and Best Use "As-Improved" is not applicable.

HIGHEST & BEST USE - CONCLUSION

The Release Land is commercially zoned land that is encumbered by the floodplain overlay zone in addition to the physical floodway and floodzone limitations. Development within this area is highly scrutinized. As the release cannot be meaningfully developed structurally, the Highest and Best Use for the Release Land is for its assemblage to an abutting property owner.

SOLE ABUTTER (Land within the 'Before' Condition)

The Highest and Best Use for the subject Release Land is for assemblage purposes to an abutting property owner. The Release Land abuts to two parcels (not inclusive of State of Connecticut Department of Transportation property) that are non-contiguous to one another, but share common ownership and have an integrated Highest and Best Use. The orientation of the Farmington River to the north and west, combined with the orientation of the Bridge Street (Route 4) corridor to the south and east, preclude any other abutter. As such, the identification of the Sole Abutter parcels encompassing land within the "Before" condition is as follows:

	M/B/L	Address	Unique ID	Assessor Land Area	Equivalent Land Area
Parcel A	38 / 143 / 39	39 Bridge Street	1430039	1.96± Acres	85,378± Square Feet
Parcel B	38 / 143 / 41	41 Bridge Street	1430041	0.73± Acres	31,799± Square Feet
Total Assemblage of the Sole Abutter				2.69± Acres	117,177± Square Feet

As such, the Sole Abutter consists of 117,177± square feet of land that is abutting to south and southwest of the Release Land. The topography of the Sole Abutter is generally level with road grade, and is mostly cleared for trees and brush. Each parcel has one curb cut along Bridge Street. The easterly Parcel A offers 750± road frontage, while the westerly Parcel B offers 111± frontage. Both parcels are mainly within the AE flood hazard zone. The two parcels are non-contiguous and do not benefit from any access, parking, nor river access easements. However, it is noted that the smaller Parcel B has 127± river waterfrontage per deed. All typical municipal utilities are available along the Bridge Street frontage, including city water, city sewer, natural gas, storm drainage, electricity, cable/internet, and landline telephone. Fuel oil and bottled gas are available via delivery throughout the region.

It is noted that the Sole Abutter assemblage is improved with two large commercial/retail structures that total 27,105± square feet of area, and generally consist of a multi unit retail structure and an converted barn-type structure. It is noted various ancillary improvements are onsite, including a detached frame garage, paving parking lot, wood fencing along the frontage, landscaping, and municipal utilities, as well as other various site improvements. Any and all structural and site improvements, and any ancillary accessory structures, are beyond the scope of this appraisal and provide a contributory value of "X." If the "X" component were valued, the value of the Release Land would result in the same conclusion.

ASSEMBLED RELEASE & SOLE ABUTTER (Land within the 'After' Condition)

Via a Hypothetical Condition, the assembled Release Land and Sole Abutter within the "After" condition shall now contain 167,271± square feet (3.84± Acres). The total site area is increased by 42.8±% with the additional land located towards the rear. The additional rear land is level and provides river frontage, as the property line is the mean high water mark along the river's embankment. The previously separated lots are now contiguous, with access provided via two curb cuts in addition to a lighted street intersection. Further, the land in the "After" condition now has 895± river waterfrontage on the Farmington River. When comparing the subject land within the "Before" condition to the "After" condition, in your appraiser's opinion the site utility, topography, municipal utilities, and wetlands and floodzone designations are unchanged.

As such, the identification of the Sole Abutter and Release parcels encompassing land within the "After" condition is as follows:

	M/B/L	Address	Unique ID	Assessor / Survey Land Area	Equivalent Land Area
	38 / 143 / 37	37 Bridge Street	1430037	1.15± Acres	50,094± Square Feet
	38 / 143 / 39	39 Bridge Street	1430039	1.96± Acres	85,378± Square Feet
	38 / 143 / 41	41 Bridge Street	1430041	0.73± Acres	31,799± Square Feet
Total Assemblage of the Sole Abutter				3.84± Acres	167,271± Square Feet

"BEFORE" VALUATION (Via the Sales Comparison Approach)

There have been effectively no comparable commercially oriented, river frontage land parcels having transferred recently in-town. As such, commercial land sale activity throughout Canton was considered, as well as within the abutting, competing community of Burlington. Other nearby markets were also considered however not utilized, including Avon, Farmington, and Simsbury. Your appraiser notes that a state-wide search for river-fronting commercial land parcels produced one comparable sale within the distant community of Chester, and was utilized in support of value. Deviations in physical characteristics required adjustments to the individual sale prices, for factors including but not limited to site area, location, frontage, access, site utility, utilities available, wetland and floodzone, among a variety of other potential factorings influencing value.

Sale #1 is a recent sale in of commercial/industrial land that is in-town within the industrial park which has some commercial utility overlap and occurred within 12 months of the effective date. This sale required downward adjustments for the lack of comparable floodway and floodzone issues, and also required a negative adjustment for the approvals in place for developing the site. Positive adjustment were necessary for the inferior location in-town, the diminished utility of one lot that is bisected by an easement, its downsloping terrain, and the inferior frontage/access. Overall, a positive adjustment was given.

Total Adjustment: + 20%
Adjusted Value: \$1.96 per Square Foot

Sale #2 is a recent sale of two contiguous lots in the competing market of Burlington. While purchased by the town, it is the opinion of your appraiser that the sale is representative of a fair market transaction as the purchase was negotiated and based on an appraisal. This sale required negative adjustments for the lack of floodway and floodzone encumbrances. Positive adjustments were given for the inferior market location, the inferior setback of the sale lots in proximity to the main corridor, the lack of sewer service, and the larger square footage, as typically lots with more area tend to sell at a reduced per square foot rate in harmony with the "Law of Diminishing Returns." Overall, a positive adjustment was given.

Total Adjustment: + 25%
Adjusted Value: \$2.75 per Square Foot

Sale #3 consists of a vacant, commercial land parcel totaling 5+/- acres which has frontage on the Connecticut River, estimated at 1,250± linear feet. The zone is exclusive to marine-oriented uses, and is mostly within a floodzone. This sale required a slight downward adjustmetn to account for the superior waterfrontage utility. Positive adjustments were given for the larger site area in addition to the inferior commercial zone, as well as for the inferior utility of a sole lot, the singular access point on a right of way, and the lack of city water and sewer utilities. Overall, a positive adjustment was made.

Total Adjustment: + 60%
Adjusted Value: \$2.39 per Square Foot

APPRaiser's Analysis (continued)

Sales Comparison Approach Analysis ("Before" Condition)

Sale #1 was a very recent land sale that was in-town but consisted of industrial zoned land. Sale #2 is a recently transacted assemblage of two contiguous lots in the nearby town of Burlington, and was within 6 months of the effective date. Sale #3 is a distant commercial lot sale, however is representative of riverfront commercial lots having comparative development potential and limitations. All three sales were considered to be good indicators of the subject's value, and were given equal weight within the valuation methodology.

After careful consideration, is the opinion of your appraiser that the subject property within the "Before" condition, consisting of the Sole Abutter to the Release only, has a value of \$2.50 per Square Foot. Therefore, value is as follows:

\$2.50 per Square Foot x 117,177± Square Feet = \$ 292,943

Or, Say \$ 295,000 (rounded) + "X"

It is, therefore, the opinion of your appraiser that the subject property in the "Before" condition has a value of \$295,000 (rounded) + "X".

"AFTER" VALUATION (Via the Sales Comparison Approach)

As previously indicated within this appraisal report, when considering the subject land comprised of the Sole Abutter within the "Before" condition in addition to the Release Land, the assembled subject land within the "After" condition shall now contain 167,271± square feet or 3.84± acres. After the assemblage of the Logical Abutter and the Release, the total site area is increased by 42.8±% with the additional land located towards the rear. Given the minimal deviation of the subject land within the "Before" and "After" conditions, and with the limited number of comparable sales activity regarding residential land in the subject's market, the same dataset has been applied.

After careful consideration, is the opinion of your appraiser that the unit value for the subject property is unchanged from the "Before" condition. The release provided contiguity between the two sole abutter parcels, and provides for additional density and parking potential. However, the land has continued, diminishing structural development potential that is related to the flood hazard designation and zoning requirements remain in effect.

As such, the subject property within the "After" condition, consisting of both the Logical Abutter and the Release, has an unchanged value of \$2.50 per Square Foot. Therefore, the value conclusions is as follows:

\$2.50 per Square Foot x 167,271± Square Feet = \$ 418,178

Or, Say \$ 420,000 (rounded) + "X"

It is, therefore, the opinion of your appraiser that the subject property in the "After" condition has a value of \$420,000 (rounded) + "X".

RECONCILIATION OF VALUE

The Sales Comparison Approach is considered to be the valuation methodology most applicable to the subject, which is comprised of vacant land parcels having some degree of commercial utility. The Client requests an indication of Release Value of the land, and as a result, the Cost Approach methodology is not applicable. Additionally, land in the market region having a comparable use is not typically leased for residual cashflows from ground leasing operations, and as such, the Income Approach was determined by your appraiser not to be a reliable valuation approach for the subject. Comparable vacant land parcels throughout the region can be evaluated based on like-kind sales activity via the 'Per Square Foot' unit of comparison, and as such, it is the opinion of your appraiser the Sales Comparison Approach is the most relevant and applicable valuation methodology for the subject.

In the opinion of your appraiser, the value of the subject is as follows:

"Before" Value of Sole Abutter

\$2.50 per Square Foot x 117,177± Square Feet = \$ 292,943

Or, Say \$ 295,000 (rounded) + "X"

"After" Value of Sole Abutter

\$2.50 per Square Foot x 167,271± Square Feet = \$ 418,178

Or, Say \$ 420,000 (rounded) + "X"

Release Value = \$ 125,000 (\$420,000 "After Value" - \$295,000 "Before" Value = \$125,000)

For the purposes of this appraisal, any and all structural or miscellaneous site improvements on the property are beyond the scope of the appraisal and are otherwise considered to provide a contributory value of "X". If the "X" component were valued, the value of the release property would result in the same conclusion.

Further, your appraiser notes that the valuation opinion presented within this appraisal report considers Extraordinary Assumptions and Hypothetical Conditions, which if altered or found to be different from what is indicated within this report, may have an impact on value. Please review the appraisal report accordingly for details regarding the assumptions and conditions necessary to provide an opinion of value.

DEFINITIONS

DEFINITIONS:

Market Value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Appraisal Standards for Federal Land Acquisitions, 2016, Sec. 1, 2, 4, Pg. 10)

Date of Report is the date the report is written and indicates the perspective from which the appraiser is examining the market. (USPAP Standards Rule 2-2(a)(vii))

Effective Date of Appraisal represents one of three valuation dates; in a retrospective report (prior to the date of the report) all data obtained for consideration includes all relevant factual data that affects the value both before and after the effective date of the appraisal; in a prospective report, it represents a date in the future subsequent to the date of the report where all relevant data is projected for valuation purposes; and a current report, where the effective date is contemporaneous with the date of the report and reflects only applicable data up to the effective date of the report. (USPAP Standards Rule 2-2(a)(vii))

Leased Fee is defined as a property held in fee with the right of use and occupancy conveyed by lease to others. A property consisting of the right to receive ground rentals over a period of time, plus the right of ultimate repossession at the termination of the lease. (Considered only if severance is valued in this appraisal.) (“Real Estate Appraisal Terminology” Revised Edition, p.149)

Highest and Best Use is defined as the highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions, 2016, Sec. 4.3.1. p102) Each potential highest and best use must be analyzed using the following four criteria; (1) Physical possibility. (2) Legal permissibility, (3) Financial feasibility, and (4) Degree of profitability.

Fee Simple Interest is defined as an absolute fee: a fee without encumbrances or limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation. A Fee Simple Interest is usually considered to be an inheritable estate.

Appurtenances are defined as the incidental rights and interests (e.g. Rights of Way and Easements) over abutting property that attach to and will pass with the land.

Encumbrances are interests or rights in real property which diminish the value of the fee, but do not prevent conveyance of the fee by the owner. Mortgages, taxes and judgments are financial obligations or liens which are considered by the appraiser but usually they do not affect the utility or value of the property. Deed restrictions and easements often do affect the utility of the property and have a resulting influence on value.

Release Value in Assemblage is defined as the total value impact upon an improved or unimproved parcel of land when the release parcel is assembled to it. It includes the value of the release parcel itself, as well as any accruing value enhancements or diminutions, when combined with the first parcel. This value is usually estimated for nonconforming releases wherein the abutter’s parcel is appraised first, the assemblage second, and the difference between the two becomes the estimated release value.

Marketing Time is the reasonable opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. It is based on statistical information about days on the market, information gathered through sales verification, interviews of market participants, and anticipated changes in market conditions.

Exposure Time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market. In eminent domain appraising, it is presumed that this time period occurs prior to or culminates in the effective date of the appraisal. It is based on statistical information about days on the market, information gathered through sales verification and interviews of market participants.

The **Jurisdictional Exception Rule** was invoked due to the following reasons. All other provisions of USPAP were unaffected (as found in “Uniform Appraisal Standards for Federal Land Acquisitions” (Interagency Land Acquisition Conference) 6th Edition, 2016, Sections 1.2.4 and 1.2.7.2.) by the Appraisal Institute:

- **Linking Estimate of Value to Specific Exposure Time** – Such estimates are inappropriate for, and must not be included in, appraisals prepared for federal land acquisitions in eminent domain cases. Section 1.2.4 provides that the appraiser shall not link an opinion of market value for federal acquisition purposes to a specific exposure time. The legal basis for this jurisdictional exception to USPAP Standards Rule 1-2(c) may be found in Section 4.2 of the “Uniform Appraisal Standards for Federal Land Acquisitions.”
- **Consideration of Land Use Regulations and Anticipated Public Projects** – The appraiser must disregard any changes in a property's neighborhood brought about by the government's project. Section 1.2.7.3.3 of the “Uniform Appraisal Standards for Federal Land Acquisitions” provides that the appraiser disregard any changes in a property’s neighborhood brought about by the government’s project. Section 1.4.3 further instructs appraisers to disregard recent rezoning (or the probability of rezoning) of the subject property if such action was the result of the government’s project. Section 4.3.2.4.1 (Exceptions, under Zoning and Permits) explains the legal basis for these instructions. The instructions are contrary to USPAP Standards Rule 1-3(a), which requires appraisers to identify and analyze the effect on use and value of existing land use regulations and probable modifications thereof, and to USPAP Standards Rule 1-4(f), which requires appraisers to analysis the effect on value of anticipated public improvements located on or off site. Therefore, the instructions to appraisers in “Uniform Appraisal Standards for Federal Land Acquisitions” in this regard are considered jurisdictional exceptions.

This format is to be used for Acquisition, Release or Lease Appraisals on properties where estimated damages, excess property value or annual rental is \$25,000 or more, and where a complete appraisal is deemed necessary. If severance damage or plottage value is involved, adequate explanation is to be given in this appraisal.

LIMITING CONDITIONS

The statements contained in this appraisal are true and the information, upon which the opinions expressed herein are based, is correct to the best of my knowledge and belief subject to the limiting conditions herein set forth:

- a. The legal description furnished is assumed to be correct.
- b. No responsibility is assumed for matters legal in character, nor is any opinion rendered as to title, which is assumed to be good.
- c. The plot in this report is included to help the reader to visualize the property.
- d. No survey of this land has been furnished the appraiser, and no responsibility is assumed in connection therewith.
- e. This report has been prepared on an abbreviated format. I have determined that this report will not be misleading to the reader and will provide adequate support for my value.
- f. To the best of the appraiser's knowledge and belief, the statements and opinions contained in this report are supportable. The factual data has been compiled by the appraiser from sources deemed reliable, but no responsibility is assumed for its accuracy.

If the appraised value is a fractional interest, a physical segment, or a partial holding, as stated in the appraisal, the value of the property being appraised cannot be used to estimate the value of the whole simply by mathematical extension. The value of a separate partial interest may differ from its contribution to the whole.

The appraiser is not an expert in hazardous materials or contaminants. If any elements are known, they are reported in the appraisal. The appraisal is then based upon the site as if clean. The appraiser reserves the right to change his/her appraisal if substantial amounts are found to be present

NON-COMPENSABLE ITEMS

The following is a list of items considered to be non-compensable and are excluded as elements of damage in appraising for eminent domain in the State of Connecticut.

- Increased traffic
- Diversion of traffic
- Changed use of a Public Way
- Exercise of police powers
- Circuity of travel
- Loss in business (UASFLA - 2016, Sect. 4.6.2.3, p.159)

The following two (2) items are not considered in the appraisal:

- Tenant Relocation
- Personal Property

CERTIFICATION OF APPRAISER

I hereby certify:

- 1) That the preparation of the report and analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and USPAP substandards, as found in the Uniform Appraisal Standards for Federal Land Acquisitions.
- 2) I have personally inspected the property that is the subject of this report, and that I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales were as represented by the photographs contained in said appraisal.
- 3) To the best of my knowledge and belief, the statements OF FACT contained in the appraisal hereinabove set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 4) I understand that such appraisal may be used in connection with acquisition or release of property by the State of Connecticut, possibly with the assistance of Federal Aid Funds. To the best of my knowledge, this appraisal has been made in conformity with Federal requirements and with the appropriate State laws, regulations, and policies and procedures applicable to appraisal for such purposes. This appraisal was made and the appraisal report prepared in conformity with the Appraisal Foundation's Uniform Standards for Professional Appraisal Practice, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions. No portion of the value assigned to such property consists of items which are under the established laws of said State.
- 5) My engagement in this assignment was not contingent upon developing or reporting predetermined results. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6) Neither my employment nor my compensation for completing this assignment is contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7) I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- 8) No one provided significant real property appraisal assistance to the person signing this report except as stated in this report.
- 9) I will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Connecticut State Department of Transportation or proper officials of the Federal Government until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- 10) I have not performed services as an appraiser or in any other capacity regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- 11) My opinion of the Market Value is based upon my independent appraisal and the exercise of my professional judgment without collaboration or direction as to said value. My analyses, opinions and conclusions were developed independently.
- 12) The following *Extraordinary Assumptions* were necessary to conclude an indication of value:

As of the Effective Date, the world is engaged in a struggle to contain a viral pandemic known as ‘COVID-19,’ which has significantly incapacitated many nations and economies on a global scale. Countries around the world are struggling to control this novel coronavirus outbreak, causing widespread panic in most, if not all, markets and asset classes on a global scale. The pandemic is an ongoing situation on an unprecedented global scale. The effects of this outbreak are not fully quantified within real estate markets by way of sales and leasing activity, in addition to the impact of rising unemployment, non-payment of taxes and debt instruments, cash liquidity, availability or mortgage money, decreased rates of absorption, and a myriad of other variables integral to real estate valuation and buyer/seller decision making, which further influence the dynamics of supply and demand. The impact of the pandemic will likely not be fully understood for several months. As such, it must be noted that the value presented within this report considers transactions having occurred prior to and during the outbreak, with limited sales activity available as of the Effective Date which captures the scope and severity of the pandemic's impact on value on a short-term or long-term basis.

Your appraiser is not a qualified expert in the field of site contamination, soil remediation, environmental hazards and/or other such potentially negative soil conditions. While no such contamination or potential hazardous conditions were immediately apparent during the property inspection and due diligence process, for the purposes of this report, your appraiser is valuing the subject property with the *Extraordinary Assumption* that the subject in whole is ‘Free and Clear’ of any and all environmental contamination, hazardous waste material, and any and all other potentially negative soil conditions not specifically indicated, including but not limited to PCBs, VOCs, SVOCs, ACMs, lead paint, underground storage tanks, toxic chemicals and gases, and radioactive material. Your appraiser reserves the right to reconsider value after a qualified soil scientist and/or hazardous material remediation expert has delivered a signed inspection and remediation report.

The Release consists of a portion of the parcel known as 37 Bridge Street, and is being valued via an *Extraordinary Assumption* that the Release is "as-described" via the Client-supplied Class D survey (23) 7001 - 000 - 552A dated October 2020. If it were found that the release deviates from what has been presented on the Class D survey, or otherwise strays from what is outlined within this report, your appraiser reserves the right to consider its impact on value.

Your appraiser notes that no title search was made available during the appraisal process. Property line delineations and site area figures have been compiled with consideration to several surveys of the surrounding land parcels and infrastructure projects. Your appraiser is not a professional title searcher, and as such,your appraiser is valuing the subject with the *Extraordinary Assumption* that the Sole Abutter parcels are "as-described" within this appraisal report. If it were found that the sole abutter parcels deviate from what is presented within this report, your appraiser reserves the right to consider its impact on value.

The Release is improved with one official kayak/canoe launch in addition to one unofficial kayak/canoe launch. Further, the Release is improved with 23 lined parking spaces directly adjacent to the main entrance facade of 41 Bridge Street. While your appraiser is not a title search professional, your appraiser is unaware of any easement for access nor any easement for parking on the Release parcel. Further, your appraiser is unaware of any easement allowing boat, kayak, and/or canoe launches. Your appraiser is valuing the subject via the *Extraordinary Assumption* that no easement for access, parking, nor watercraft launching is in existence. If it were found not to be the case, your appraiser reserves the right to consider its impact on value.

The State of Connecticut and the Sole Abutter (Waterfront Preservation and Management Corporation) entered into a land lease contract beginning August 1, 1988 for a thirty (30) year initial term through and including July 31, 2018, with the Sole Abutter tenant
- Form DCVR - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

allowed an option to renew for an additional twenty (20) year period thereafter. The lease allowed the Sole Abutter to extinguish the contract at any time with a 180 day written notice, and provides the State of Connecticut with the power to extinguish the lease with a 180 day written notice in the event the leased property is required for transportation purposes. Further, the State of Connecticut could extinguish the lease with 90 days notice upon violation of any terms of the contract. It is the understanding of your appraiser that as of the Effective Date of Appraisal, the initial contractual term has expired with no execution of lease renewal. The Sole Abutter / Tenant has been provided with a one-year temporary right of entry until new terms are negotiated with the owner. Documentation provided by the Client indicates the Sole Abutter / Tenant presently leases the Release Land on a month-to-month basis, and notes that the Town of Canton has the right of first refusal to purchase the Release. For the purposes of this report, your appraiser is valuing the subject Release Land via the *Extraordinary Assumption* that there is no long term lease encumbering the property. If it were found not to be the case, your appraiser reserves the right to consider its impact on value.

- No other Extraordinary Assumptions are necessary for the execution of this assignment. If these assumptions are proven to be different, your appraiser reserves the right to change the opinion of value.

13) The following *Hypothetical Conditions* were necessary to conclude an indication of value:

- The methodology used in this Release Appraisal Report is a standard state format in the form of a "Before" and "After" valuation appraisal.
- No other Hypothetical Conditions are necessary for the execution of this assignment. If these assumptions are proven to be different, your appraiser reserves the right to change the opinion of value.

14) As of June 9, 2021, the within described subject Release Parcel has a Release Value of **\$125,000**.

DATE: June 23, 2021

SIGNATURE:

Steven C. Miller

LICENSE #:

CT. RCG. 00001474

EXPIRATION DATE:

4/30/2022

Photos of Release Parcel

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation					
Property Address	39 - 41 Bridge Street					
City	Canton	County	Hartford	State	CT	Zip Code 06022
Client	State of Connecticut Department of Transportation					



Release Parcel - 37 Bridge Street
Comprising Parking Lot and Accessway at
Lighted Intersection



Release Parcel - 37 Bridge Street
Rear Release Land Comprising Parking Lot



Release Parcel - 37 Bridge Street
(Rear Land to Left of Photographed
Structure)



Release Parcel - 37 Bridge Street
Kayak and Canoe Launch (Official)



Release Parcel - 37 Bridge Street
Kayak and Canoe Launch (Unofficial)



Photo of Farmington River Looking
Northeast from Bridge

Photos of Sole Abutters

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation					
Property Address	39 & 41 Bridge Street					
City	Canton	County	Hartford	State	CT	Zip Code 06022
Client	State of Connecticut Department of Transportation					



Sole Abutter Parcel - 39 Bridge Street
Structural Improvements & Land



Sole Abutter Parcel - 39 Bridge Street
Structural Improvements & Land



Sole Abutter Parcel - 41 Bridge Street
Structural Improvements & Land



Sole Abutter Parcel - 41 Bridge Street
Structural Improvements & Land



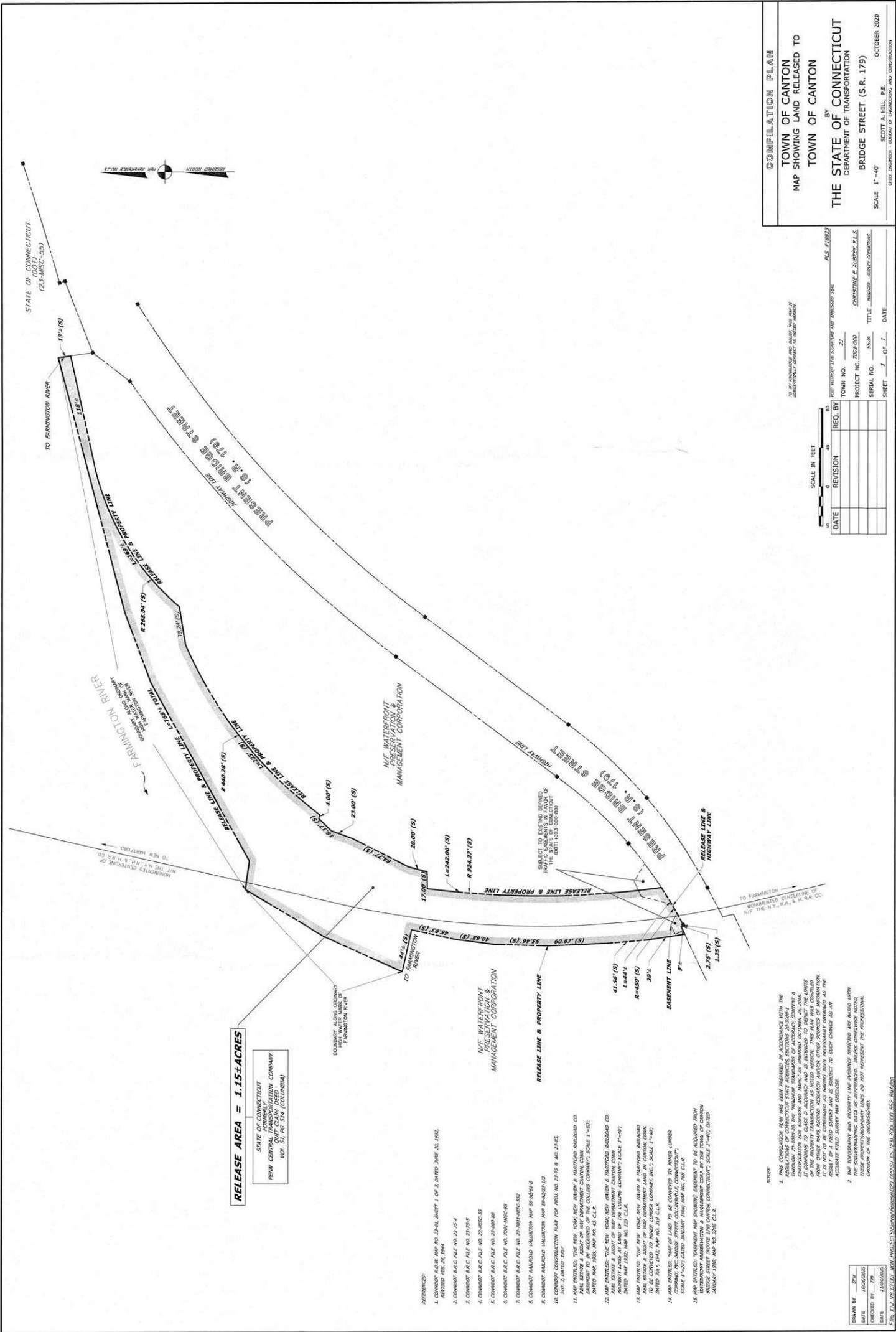
Street View - Bridge Street Looking Northeast



Street View - Bridge Street Looking West

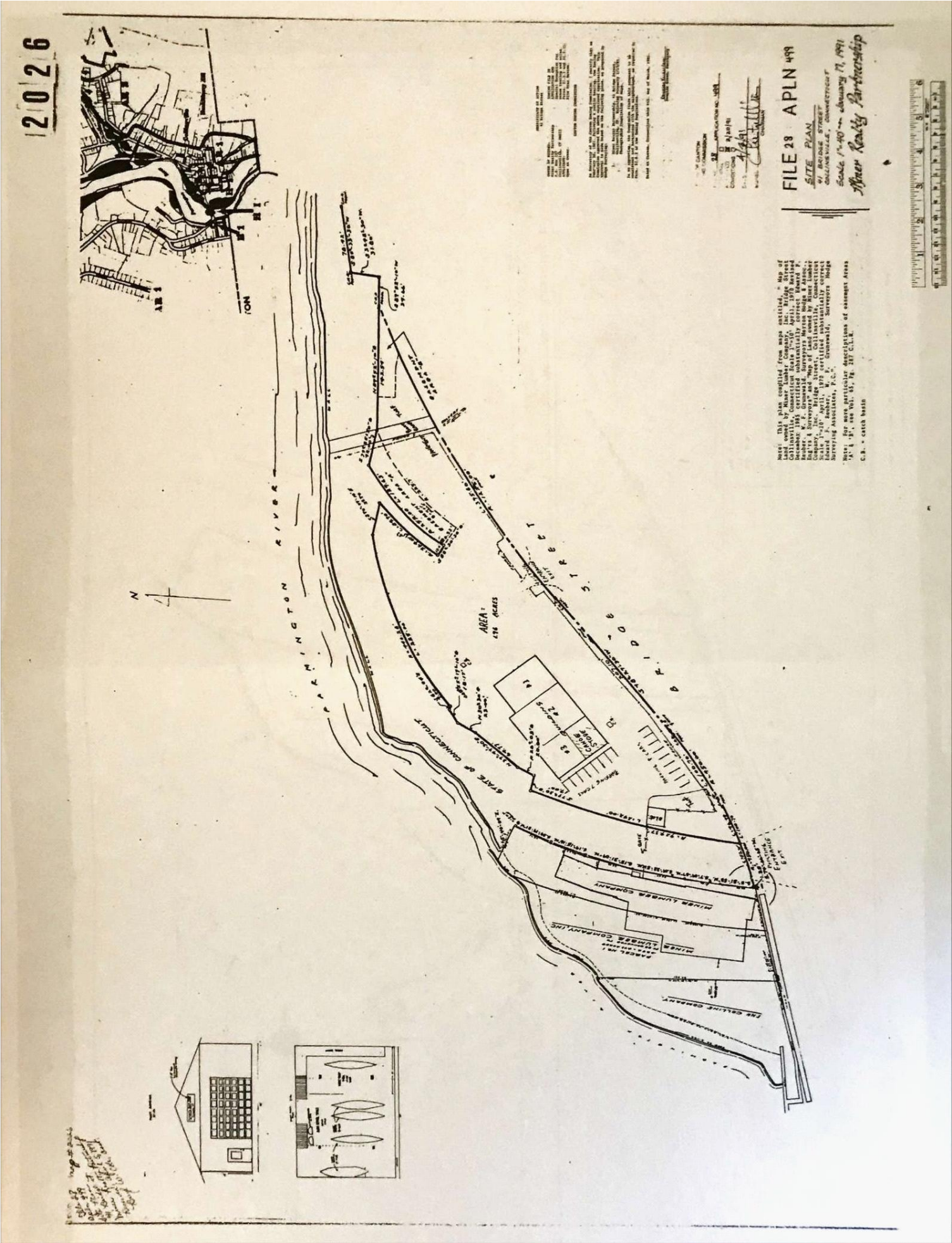
Release Parcel Site Map

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 - 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				



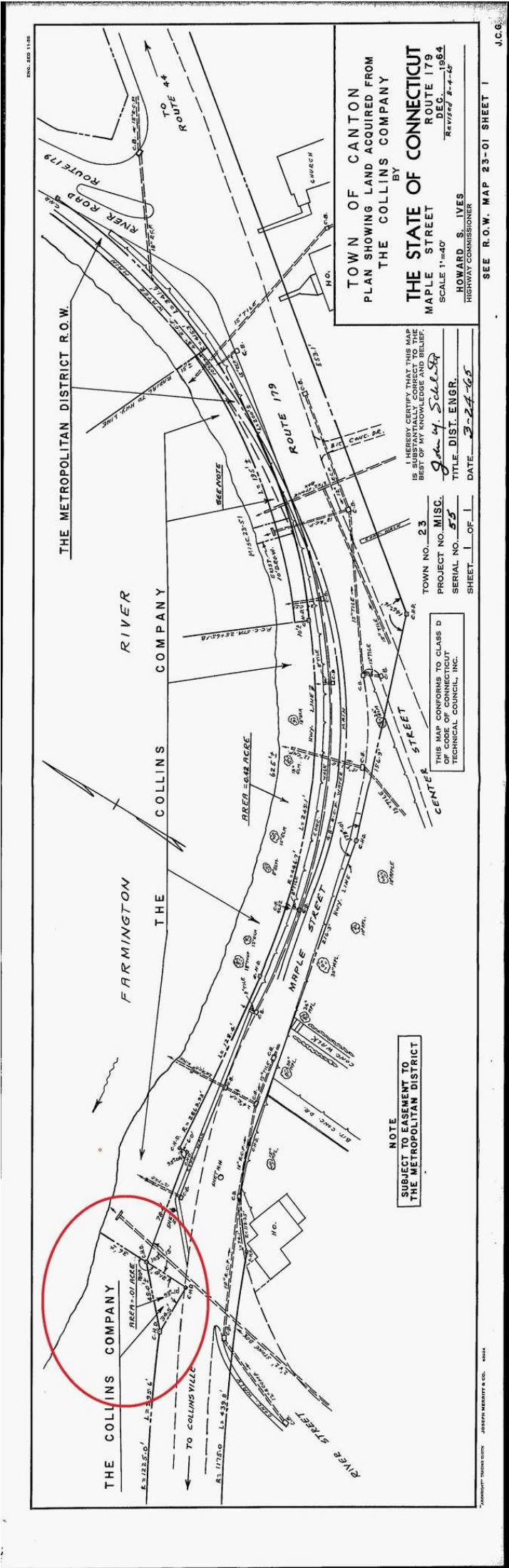
Sole Abutter Site Survey

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation			
Property Address	39 & 41 Bridge Street			
City	Canton	County	Hartford	State CT Zip Code 06022
Client	State of Connecticut Department of Transportation			



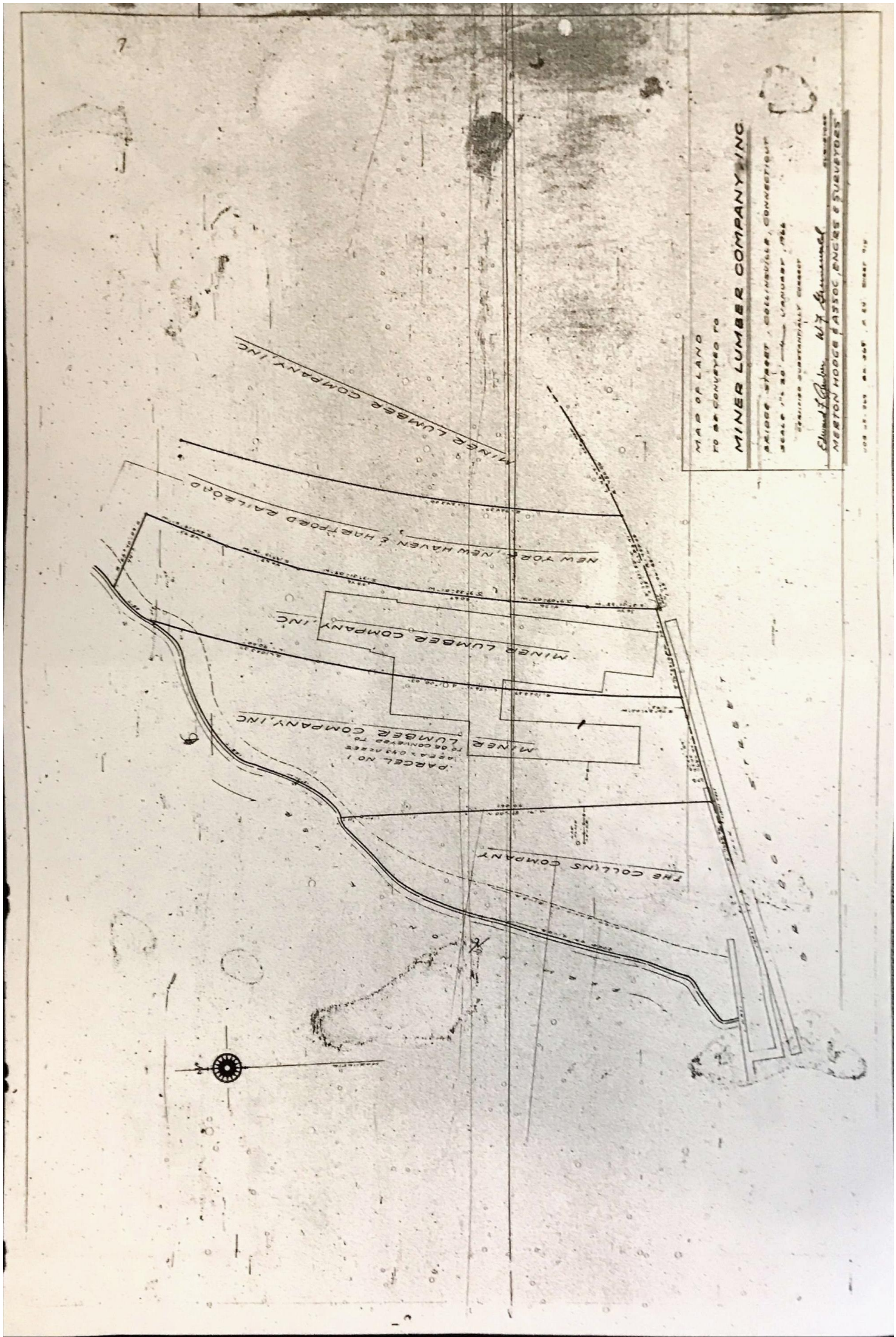
Sole Abutter Site Survey

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				



Sole Abutter Site Survey

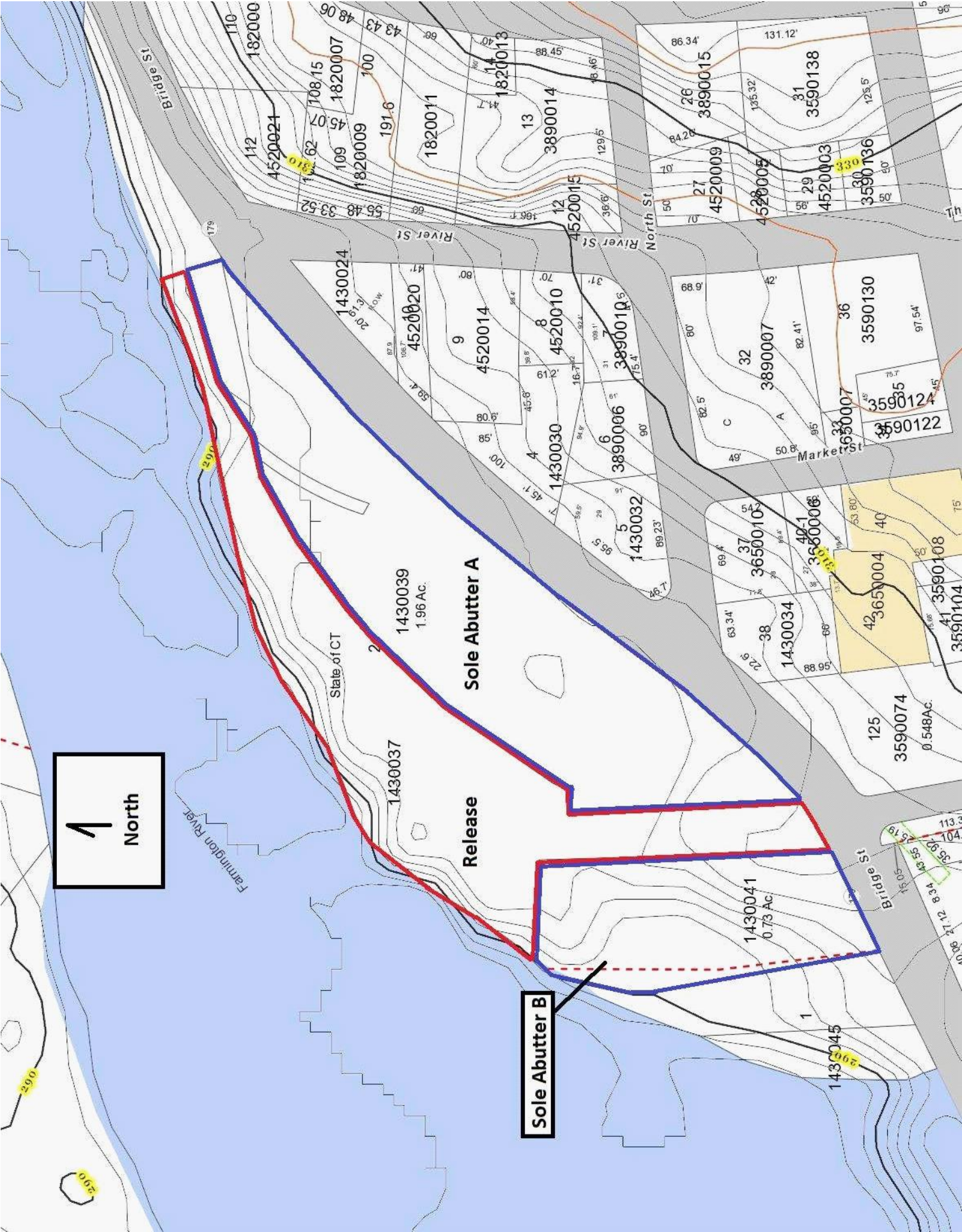
Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				



Assessor GIS Map

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 - 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				

GIS Property Boundaries Are Approximate, with Actual Property Lines Sketched by Appraiser and Provided For Visual Reference Only
Please refer to the deeds and provided maps within the appraisal report.



Aerial GIS Map

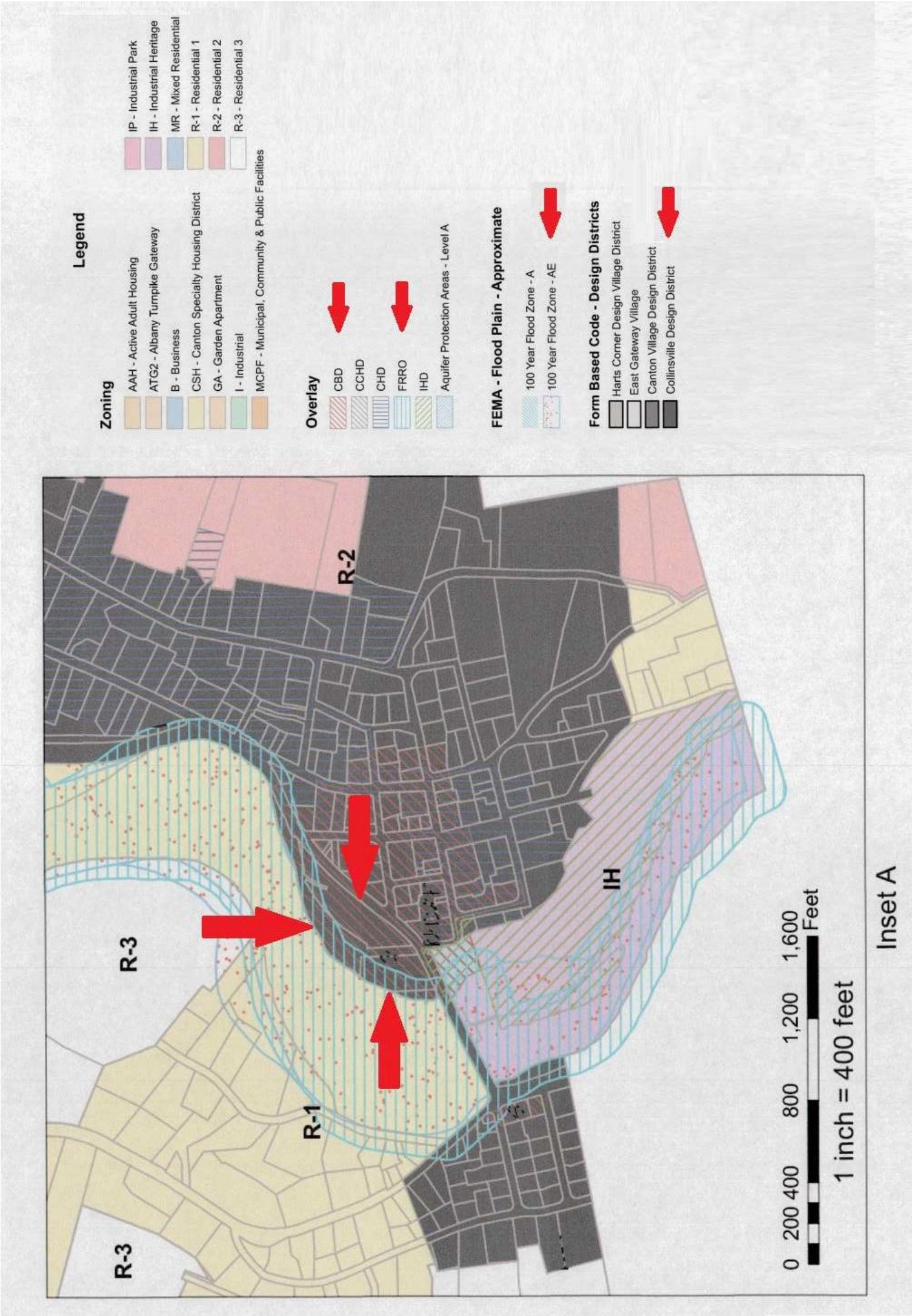
Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 - 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				

GIS Property Boundaries Are Approximate, with Actual Property Lines Sketched by Appraiser and Provided For Visual Reference Only
Please refer to the deeds and provided maps within the appraisal report.



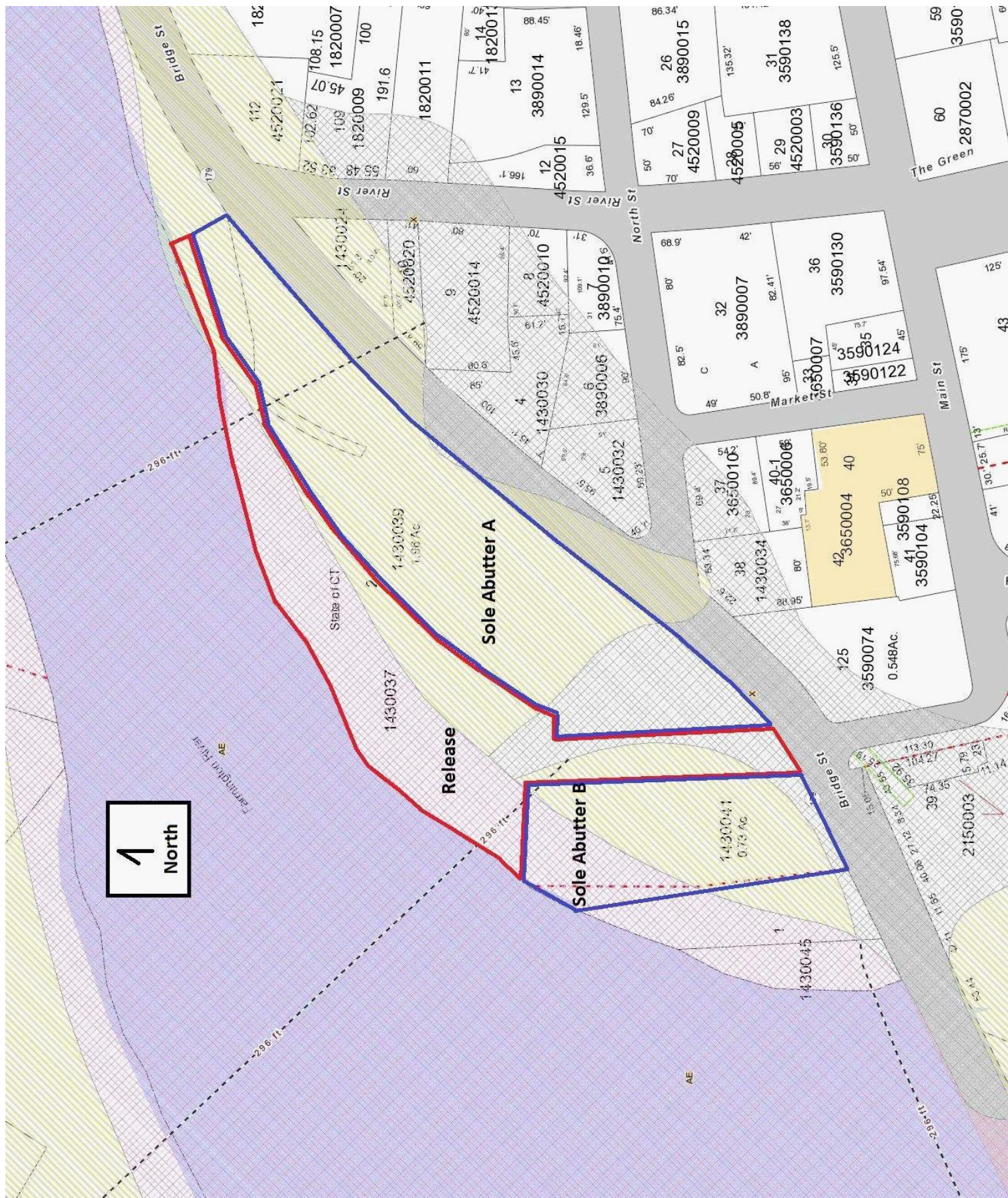
Zoning Map of Village District

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				



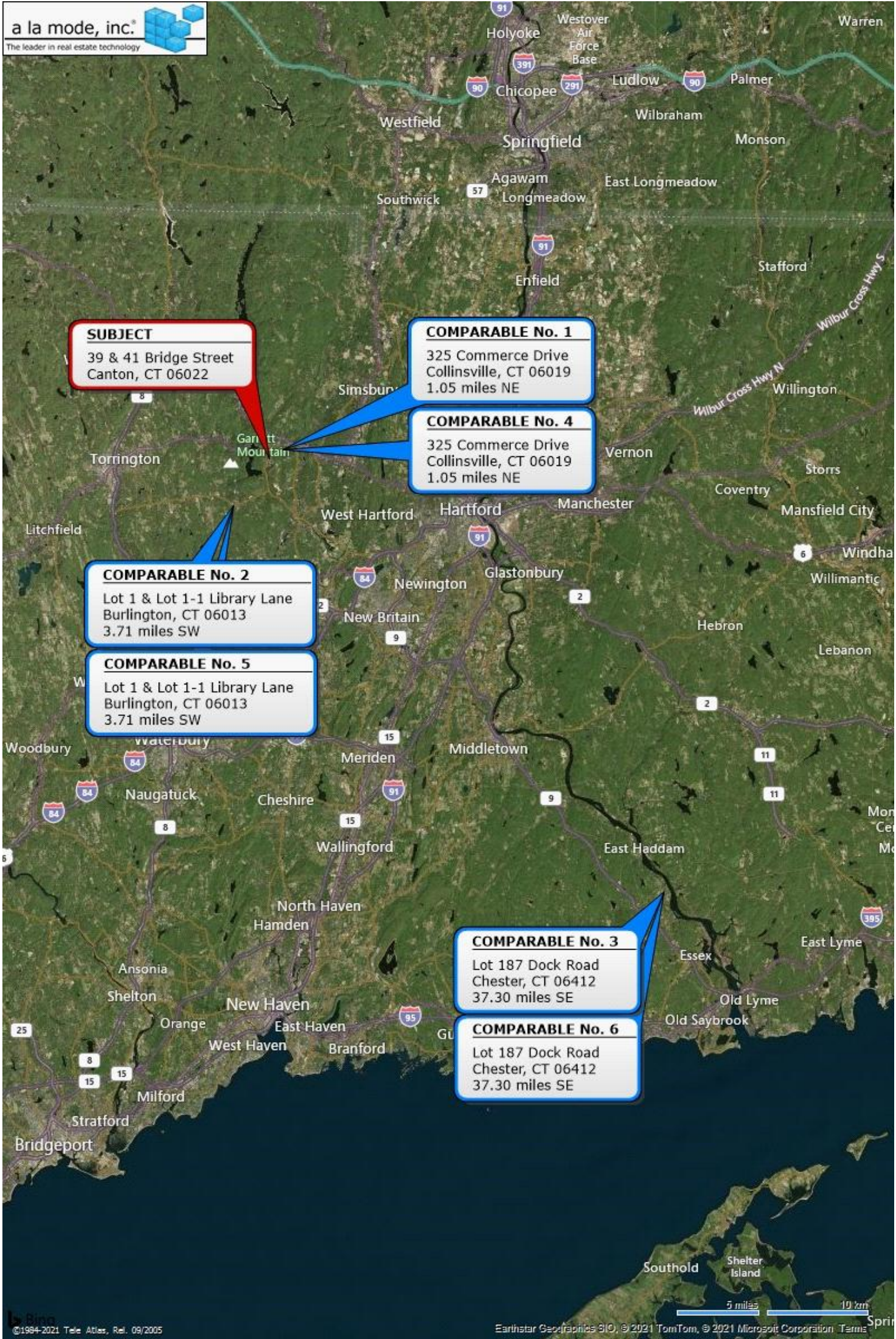
GIS Flood Map

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation					
Property Address	39 & 41 Bridge Street					
City	Canton	County	Hartford	State	CT	Zip Code 06022
Client	State of Connecticut Department of Transportation					



Comparable Sale Location Map

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				



Comparable Sale 1

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation					
Property Address	39 - 41 Bridge Street					
City	Canton	County	Hartford	State	CT	Zip Code 06022
Client	State of Connecticut Department of Transportation					

COMPARABLE LAND SALE

325 COMMERCE DRIVE
CANTON



MAP: 35 BLK: 333 LOT: 325

GRANTOR: Canton Commerce Center Associates, LLC
GRANTEE: The Arc of Farmington Valley, Inc.
VOL/PAGE: 455 / 1006
DEED TYPE: Warranty Deed
CONVEYANCE TAX: Town = \$412.50 State = \$1,237.50

DESCRIPTION OF FINANCING:

A construction mortgage via Collinsville Bank was recorded in the amount of \$1,000,000 with improvements to be built within 18 months and a 20-year term at 3.83% interest thereafter.

CONDITIONS OF SALE:

The sale parcel was approved at the time of sale for the development of 7,500 square foot office building. The buyer is an adjacent property owner requiring expansion. No other unusual conditions of sale are known by your appraiser.

ZONING: Industrial Park (IP)
SIZE: 100,376± Square Feet per Deed and Survey

HIGHEST AND BEST USE: Commercial Development

CONFORMED TO ZONING ON DATE OF SALE? YES
RESALE AS OF DATE OF APPRAISAL? NO
EXISTING USE LEGALLY PERMITTED? YES

LAST YEAR OF REVALUATION: October 1, 2018
UTILITIES: City Water, City Sewer, Natural Gas, Storm Drainage, Electricity, Cable, Internet, and Landline Telephone. Fuel Oil and Bottled Gas are via Delivery.

STREET ADDRESS: 325 Commerce Drive
TOWN: Canton, CT
DATE OF SALE / SIGNATURE: 7/29/2020
RECORDED: 8/7/2020
INSPECTION DATE: 6/16/2021
SALE PRICE: \$ 165,000

SALES PRICE VERIFIED BY: SCM

NAME: Town Clerk & Assessor
DATE: 6/16/2021

DATA SOURCE: Assessor's Records, Town Clerk, Zoning, Deed, MLS, Drive-By Inspection, Conn-Comp.

FIRST FLOOR AREA: N/A
TOTAL LIVING AREA: N/A
NET USABLE AREA: N/A
BUILDING GROUND AREA: N/A
GROUND LIVING AREA: N/A
NUMBER OF STORIES: N/A
YEAR BUILT: N/A
ROOMS ABOVE GROUND: N/A **BATHS:** N/A

BASEMENT AREA: N/A **ROOMS:** N/A
CONDITION AT TIME OF SALE: N/A
TYPE OF HEAT: N/A

LAND UNIT PRICING:
PER SQUARE FOOT: \$ 1.64 per Sq.Ft.
PER FRONT FOOT: N/A
PER ACRE: \$ 71,605 per Acre

CALCULATIONS
100,376± Sq.Ft. ÷ 43,560 = 2.30432± Acres
\$ 165,000 / 100,376± Sq.Ft. = \$ 1.64 per Sq.Ft.
\$ 165,000 / 2.30432± Acres = \$ 71,605 per Acre

DESCRIPTION AND TOPOGRAPHY:

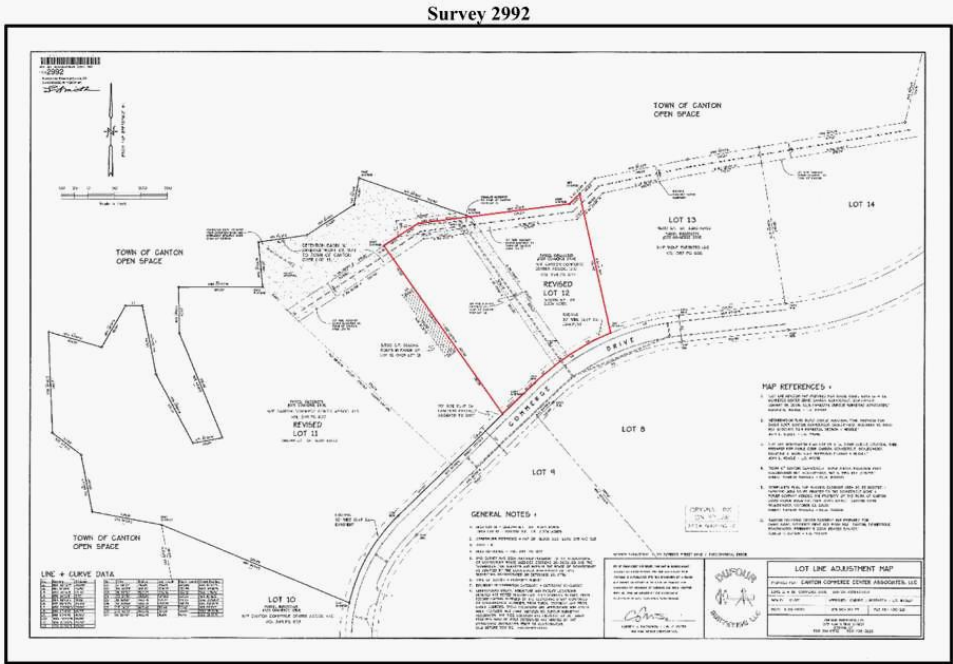
This sale is centrally located within the town of Canton, and is within an industrial park area having convenient access to the Route 44/202 corridor. Land throughout the overall area is mainly residential, with terrain features being a limitation throughout the region. Retail, restaurant, shopping, and employment centers are within a short drive, as well as various recreationally oriented activities. Highway access is distant at 12 to 13 miles to the east or south.

The sale property consists of 2.30432± acres (100,376± square feet) of land that is zoned within Industrial Park (IP) zoning district. The commercial lot has an irregular site shape and has downsloping terrain from its 256'± road frontage. The site is indicated not to be encumbered by wetlands nor floodzone encumbrances, and is moderately wooded. The parcel is encumbered by a 30' wide sewer easement along the rear property line, as well as a 30' wide drainage easement which bisects the middle of the lot in a north-south direction before overlapping a portion of the rear sewer easement area. The sale parcel benefits from a 3,500± square foot easement for grading purposes on the southwesterly abutter. All typical municipal utilities are available and connected, and include city water, city sewers, natural gas, storm drainage, electricity, internet/cable, and landline telephone. Fuel oil and bottled gas are available via delivery throughout the region.

As of the date of sale, the property was approved for 7,500 square foot office structure. Permitted uses within the Industrial Park (IP) zone include executive, administrative, business, and professional office buildings, experimental, analytical, research, pharmaceutical and commercial laboratories including theoretical research and product development/engineering and sales development, fabrication, processing, assemblage, and packaging of products. Special Exception uses requiring Special Permit and Site Plan approval include adult establishments and licensed medical marijuana producers. The zone requires a minimum lot area of two acres and have a minimum frontage of 200'. The minimum front yard is 30', while the minimum side and rear yards are 15' (or 40' when abutting a residential district). The maximum building area is 33% of the lot area, with the maximum impervious surface area not exceeding 50% of lot area. There is a landscaping requirement within the zone.

Comparable Sale 1 - Maps

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 - 41 Bridge Street				
City	Canton	County	Hartford	State	CT
				Zip Code	06022
Client	State of Connecticut Department of Transportation				



Aerial GIS Site Map
(Parcel Lines Are Approximate – Lot Line Revision is Not Updated in GIS Records)



Comparable Sale 2

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation					
Property Address	39 - 41 Bridge Street					
City	Canton	County	Hartford	State	CT	Zip Code 06022
Client	State of Connecticut Department of Transportation					

COMPARABLE LAND SALE

LOT 1 & LOT 1-1 LIBRARY LANE
BURLINGTON



MAP: 12-04 BLK: N/A LOTS: 1 & 1-1

GRANTOR: Cardinal Investment Group, LLC &
The Windsail Group, LLC
GRANTEE: Town of Burlington
VOL/PAGE: 371 / 345
DEED TYPE: Warranty Deed
CONVEYANCE TAX: Town = \$0 State = \$0

DESCRIPTION OF FINANCING:
No mortgage was recorded, with the purchased considered to be a cash sale.

CONDITIONS OF SALE:
The subject land consisted of two contiguous building lots that were purchased by the Town of Burlington after negotiations with the seller. Consideration was given to an appraisal conducted, and was therefore considered to be a fair market transaction. No other unusual conditions of sale are known by your appraiser.

ZONING: Central Business (CB)
SIZE: 38,289± Sq.Ft. + 143,186± Sq.Ft.
= 181,475± Square Feet per Deed and Survey

HIGHEST AND BEST USE: Commercial Development

CONFORMED TO ZONING ON DATE OF SALE? YES
RESALE AS OF DATE OF APPRAISAL? NO
EXISTING USE LEGALLY PERMITTED? YES

LAST YEAR OF REVALUATION: October 1, 2018
UTILITIES: City Water, Electricity, Cable, Internet, and Landline Telephone. Fuel Oil and Bottled Gas are via Delivery. Septic system is required.

DESCRIPTION AND TOPOGRAPHY:
This sale is located in the center of the town of Burlington, and is positioned within the Central Business (CB) zone. The property is along the western edge of a residentially oriented side street which connects multiple residential neighborhoods to the north with the well-travelled Spielman Highway (Route 4) corridor nearby to the south. The Route 4 corridor has an average daily traffic volume of 11,200± vehicles per day (2017) and is the main state corridor which bisects Burlington generally in an east-west direction, and connects with Farmington to the east and Harwinton and Torrington to the west. The immediate area comprises the town center, which offers a relatively low number of retail, office, job shop, and residential uses. The immediate area to the east includes a townhouse apartment complex utilized for residential rentals, with single family dwellings to the north, a veterinary clinic, garden center, and cemetery to the south, and vacant land and retail to the west. The location has no impact for flooding potential. The area has good access to the immediate region via the Route 4, 69, and 179 corridors, with highway access provided via the intrastate highway Route 8 approximately 8± miles west, or I-84 approximately 18± miles east.

The subject land sale is composed of two contiguous lots of record which total 4.16609± acres (181,475± square feet) of commercial land that is zoned within the Central Business (CB) district. The subject land is generally level and cleared of trees and common underbrush. Access to the two lots is via the mutual right of way Library Lane, which encumbers site area along the eastern property line. Frontage along the right of way totals 1,016± linear feet. The lots have an elongated orientation that is set back from the main corridor, but is located in the town's central commercial district. Available utilities include city water, electricity, internet, cable, and landline telephone. Fuel oil and bottled gas are available via delivery throughout the region. The sale parcel requires a septic system given the unavailability of sewers in this section of town.

This sale is located within the Central Business zone (CB), with notable permitted uses including business and professional offices, as well as financial institutions and agencies. Specially permitted uses mixed residential/business uses, drive-thru restaurants, motor fuel sales, multifamily dwellings, retail, personal service establishments, and other similar uses. The minimum dimensional criteria set forth by the town includes a minimum lot area required to sustain sanitary facilities, and no minimum setback requirements nor frontage requirements, unless abutting a residential zone. The zone has no maximum lot coverage requirement, but has a maximum building height of 35' or three stories.

STREET ADDRESS: Lot 1 & Lot 1-1 Library Lane
TOWN: Burlington, CT
DATE OF SALE / SIGNATURE: 12/10/2020
RECORDED: 12/21/2020
INSPECTION DATE: 6/9/2021

SALE PRICE: \$ 400,000

SALES PRICE VERIFIED BY: SCM
NAME: Town Clerk & Assessor
DATE: 6/9/2021
DATA SOURCE: Assessor's Records, First Selectman Ted Shafer, Town Clerk, Zoning, Deed, MLS, Drive-By Inspection, Conn-Comp.

FIRST FLOOR AREA: N/A
TOTAL LIVING AREA: N/A
NET USABLE AREA: N/A
BUILDING GROUND AREA: N/A
GROUND LIVING AREA: N/A
NUMBER OF STORIES: N/A
YEAR BUILT: N/A
ROOMS ABOVE GROUND: N/A BATHS: N/A

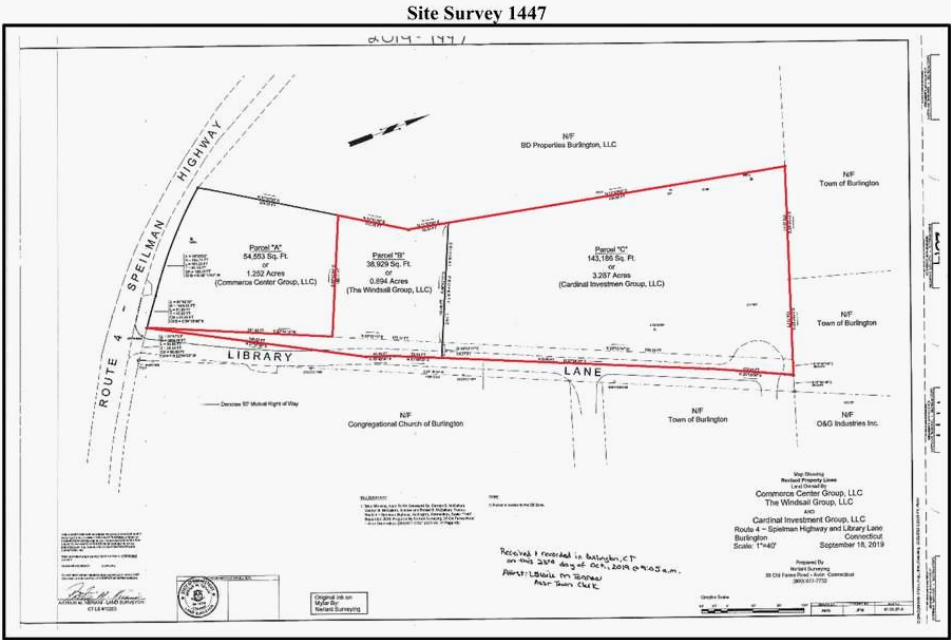
BASEMENT AREA: N/A ROOMS: N/A
CONDITION AT TIME OF SALE: N/A
TYPE OF HEAT: N/A

LAND UNIT PRICING:
PER SQUARE FOOT: \$ 2.20 per Sq.Ft.
PER FRONT FOOT: N/A
PER ACRE: \$ 96,013 per Acre

CALCULATIONS
181,475± Sq.Ft. ÷ 43,560 = 4.16609± Acres
\$ 400,000 / 181,475± Sq.Ft. = \$ 2.20 per Sq.Ft.
\$ 400,000 / 4.16609± Acres = \$ 96,013 per Acre

Comparable Sale 2 - Maps

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 - 41 Bridge Street				
City	Canton	County	Hartford	State	CT
Client	State of Connecticut Department of Transportation				
Zip Code					06022



Comparable Sale 3

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation					
Property Address	39 - 41 Bridge Street					
City	Canton	County	Hartford	State	CT	Zip Code 06022
Client	State of Connecticut Department of Transportation					

COMPARABLE LAND SALE

LOT 187 DOCK ROAD
CHESTER



MAP: 10	BLK: N/A	LOT: 187	STREET ADDRESS:	Lot 187 Dock Road		
GRANTOR:	Steven Eckhouse		TOWN:	Chester, CT		
GRANTEE:	Rooke Realty, LLC		DATE OF SALE / SIGNATURE:	10/14/2020		
VOL/PAGE:	176 / 326		RECORDED:	11/6/2020		
DEED TYPE:	Warranty Deed		INSPECTION DATE:	6/17//2021		
CONVEYANCE TAX:	Town = \$812.50	State = \$2,437.50	SALE PRICE:	\$ 325,000		
DESCRIPTION OF FINANCING:			SALES PRICE VERIFIED BY: SCM			
A mortgage with Essex Savings Bank was recorded for \$195,000 with a 24-month term at 4.50% fixed interest.			NAME: Town Clerk & Assessor			
CONDITIONS OF SALE:			DATE: 6/17/2021			
No unusual conditions of sale are known by your appraiser.			DATA SOURCE: Assessor's Records, Zoning Enforcement Officer John Guskowski, Town Clerk, Zoning, Deed, MLS, Drive-By Inspection, Conn-Comp.			
ZONING:	Waterfront Design District (WDD2)		FIRST FLOOR AREA:	N/A		
SIZE:	5.00± Acres per Deed		TOTAL LIVING AREA:	N/A		
HIGHEST AND BEST USE:	Commercial Development		NET USABLE AREA:	N/A		
CONFORMED TO ZONING ON DATE OF SALE?	YES		BUILDING GROUND AREA:	N/A		
RESALE AS OF DATE OF APPRAISAL?	NO		GROUND LIVING AREA:	N/A		
EXISTING USE LEGALLY PERMITTED?	YES		NUMBER OF STORIES:	N/A		
LAST YEAR OF REVALUATION:	October 1, 2018		YEAR BUILT:	N/A		
UTILITIES:	Electricity, Cable, Internet, and Landline Telephone. Fuel Oil and Bottled Gas are via Delivery. Well and septic systems are required.		ROOMS ABOVE GROUND:	N/A	BATHS:	N/A
			BASEMENT AREA:	N/A	ROOMS:	N/A
			CONDITION AT TIME OF SALE:	N/A		
			TYPE OF HEAT:	N/A		
			LAND UNIT PRICING:			
			PER SQUARE FOOT:	\$ 1.49 per Sq.Ft.		
			PER FRONT FOOT:	N/A		
			PER ACRE:	\$ 65,000 per Acre		
			CALCULATIONS			
			5.00± Acres x 43,560 =	217,800± Square Feet		
			\$ 325,000 / 217,800± Sq.Ft. =	\$ 1.49 per Sq.Ft.		
			\$ 325,000 / 5.00± Acres =	\$ 65,000 per Acre		

DESCRIPTION AND TOPOGRAPHY:
This sale is located along the eastern edge of Chester and along the Connecticut River. The developed property in the immediate vicinity are mainly marinas and boat-oriented uses, with undeveloped land in the area being utilized as open space given the floodplain and impacts from the river. The community is mainly residential in character with intermittent pockets of retail and commercial uses. Access to the neighborhood is convenient via the Route 9 intrastate highway corridor is within a 5 minute drive.

The subject land sale totals 5.00± acres (217,800± square feet) of land that is zoned within the Waterfront Design District (WDD2). The site is at the terminus of a peninsula, and offers river frontage on the Connecticut River. The partially cleared site is mostly level with a berm along the river's edge in area, with a central area slightly higher than flood plain. The site is indicated to be mostly alluvial and floodplain soils and is mostly encumbered by the AE flood zone. The site is accessed via a right of way allowing all uses. Municipal utilities available include electricity, internet/cable, and landline telephone. Fuel oil and bottled gas are available for delivery throughout the region. Well and septic systems are required.

This sale is located within the marine-oriented Waterfront Design District (WD2), with notable permitted uses (requiring Special Permit and Site Plan approval) which include offices of naval architects, yacht brokers, marine surveyors, marine insurance brokers, marine contractors, marine laboratories, marine engineering companies, and other similar marine service businesses, sail lofts, ship chandleries, bait and tackle shops, agencies for the sale of boats, marine engines, marine equipment, and fuel and lubricants for marine use, yard or facilities consisting of wharves, docks, slips, basins, and other appropriate appurtenances for building, fabricating, repairing, servicing, or storing boats having a length overall not exceeding 65 feet, marines, and yacht clubs. The minimum dimensional criteria set forth by the town includes a minimum lot area of 2 acres (minimum buildable land area of 30,000 square feet) with a minimum of 200' frontage. There needs to be a minimum lot rectangle of 150' by 300', while the minimum front, side, and rear yards are 40' each. The maximum lot coverage is 20%, and the maximum building height is 35'.

Comparable Sale 3 - Maps

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation						
Property Address	39 - 41 Bridge Street						
City	Canton	County	Hartford	State	CT	Zip Code	06022
Client	State of Connecticut Department of Transportation						



Assessor Card (Release) - 37 Bridge Street, Canton

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation					
Property Address	39 - 41 Bridge Street					
City	Canton	County	Hartford	State	CT	Zip Code 06022
Client	State of Connecticut Department of Transportation					

The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2018.



TOWN OF
CANTON_{CT}

Information on the Property Records for the Municipality of Canton was last updated on 6/3/2021.

Parcel Information

Location:	37 BRIDGE STREET	Property Use:	Vacant Land	Primary Use:	Commercial Vacant Land
Unique ID:	1430037	Map Block Lot:	38/143/ 003	Acres:	2.25
490 Acres:	0.00	Zone:	CDVD	Volume / Page:	70/473
Developers Map / Lot:		Census:			

Value Information

	Appraised Value	Assessed Value
Land	128,750	90,120
Buildings	0	0
Detached Outbuildings	0	0
Total	128,750	90,120

Owner's Information

Owner's Data
CONNECTICUT STATE OF C/O WATERFRONT PRESERVATION AND MANAGEMENT CORPORATION PO BOX 461 COLLINSVILLE, CT 06022

Owner History - Sales

Owner Name	Volume	Page	Sale Date	Deed Type	Valid Sale	Sale Price
CONNECTICUT STATE OF	0070	0473			No	\$0

Assessor Card (Sole Abutter) - 39 Bridge Street, Canton

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	425 - 439 Howard Avenue				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				

The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2018.



TOWN OF
CANTON_{CT}

Information on the Property Records for the Municipality of Canton was last updated on 6/3/2021.

Parcel Information

Location:	39 BRIDGE STREET	Property Use:	Retail	Primary Use:	Retail Store
Unique ID:	1430039	Map Block Lot:	34/143/0039	Acres:	1.96
490 Acres:	0.00	Zone:	CDVD	Volume / Page:	186 /848
Developers Map / Lot:		Census:			

Value Information

	Appraised Value	Assessed Value
Land	294,000	205,810
Buildings	246,549	172,580
Detached Outbuildings	37,645	26,350
Total	578,194	404,740

Owner's Information

Owner's Data
WATERFRONT PRESERVATION AND MANAGEMENT CORPORATION P O BOX 461 COLLINSVILLE CT 06022

Building 1



Category:	Retail	Use:	Retail Store	GLA:	8,560
Stories:	1.00	Construction:	Wood Frame	Year Built:	1965
Heating:	FHA	Fuel:	Oil	Cooling Percent:	0
Siding:	Wood Frame	Roof Material:	Asphalt	Beds/Units:	0

Special Features

Overhead Doors	6
----------------	---

Attached Components

Type:	Year Built:	Area:
Canopy	1965	630



Detached Outbuildings

Type:	Year Built:	Length:	Width:	Area:
Detached Frame Garage	1965	0.00	0.00	420
Paving	1965	0.00	0.00	40,000

Owner History - Sales

Owner Name	Volume	Page	Sale Date	Deed Type	Valid Sale	Sale Price
WATERFRONT PRESERVATION AND	186	848			No	\$0

Assessor Card (Sole Abutter) - 41 Bridge Street, Canton

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	425 - 439 Howard Avenue				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				

The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2018.



TOWN OF
CANTON_{CT}

Information on the Property Records for the Municipality of Canton was last updated on 6/3/2021.

Parcel Information

Location:	41 BRIDGE STREET	Property Use:	Retail	Primary Use:	Retail Store
Unique ID:	1430041	Map Block Lot:	38/143/0041	Acres:	0.73
490 Acres:	0.00	Zone:	CDVD	Volume / Page:	186 /848
Developers Map / Lot:		Census:			

Value Information

	Appraised Value	Assessed Value
Land	91,250	63,880
Buildings	391,347	273,940
Detached Outbuildings	20,000	14,000
Total	502,597	351,820

Owner's Information

Owner's Data
WATERFRONT PRESERVATION AND MANAGEMENT CORPORATION P O BOX 461 COLLINSVILLE CT 06022

Building 1



Category:	Retail	Use:	Retail Store	GLA:	18,545
Stories:	3.00	Construction:	Wood Frame	Year Built:	1927
Heating:	FHA	Fuel:	Propane Gas	Cooling Percent:	100
Siding:	Wood Frame	Roof Material:	Asphalt	Beds/Units:	0

Special Features

Overhead Doors	1
----------------	---

Attached Components

Type:	Year Built:	Area:
Unfinished Attic	1927	1,378
Wood Deck	1927	660
Loading Dock	1927	80
Loading Dock	1927	54
Open Frame Porch	1927	2,202



Detached Outbuildings

Type:	Year Built:	Length:	Width:	Area:
Paving	1960	0.00	0.00	25,000

Owner History - Sales

Owner Name	Volume	Page	Sale Date	Deed Type	Valid Sale	Sale Price
WATERFRONT PRESERVATION AND	186	848			No	\$0

Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				

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RECORDED IN CANTON LAND RECORDS
AT VOLUME 172 PAGE 179
Agreement No. 2-06-03(88)

LEASE AGREEMENT
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
AND
MINER REALTY PARTNERSHIP
IN THE TOWN OF CANTON
RAIL FILE NO. (23) 7001-MISC-552

15 THIS LEASE concluded at Wethersfield, Connecticut, this day of May, 1990, by and between the State of Connecticut, Department of Transportation, J. William Burns, Commissioner, acting herein by James F. Byrnes, Jr., Deputy Transportation Commissioner, Bureau of Public Transportation, duly authorized, hereinafter referred to as the State, and Miner Realty Partnership, having a principal place of business at 42 Bridge Street, Collinsville (Canton), Connecticut 06022, acting herein by John R. Miner, Jr., a Partner, hereinafter referred to as the Second Party.

WITNESSETH: THAT

WHEREAS, the Second Party has requested the use of certain land hereinafter described, for vehicle parking, storage of building products and expansion of its business, and

WHEREAS, the State has the authority pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Lease.

-1-

for Assignment & Assumption of Lease See Vol. 186 Pg. 846

Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation			
Property Address	39 & 41 Bridge Street			
City	Canton	County	Hartford	State CT Zip Code 06022
Client	State of Connecticut Department of Transportation			

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NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all the stipulations, restrictions, specifications and covenants herein contained, that parcel of land situated in the Town of Canton, County of Hartford and State of Connecticut, within the railroad right-of-way, on the northerly and westerly sides of Bridge Street and easterly side of the Farmington River, with appurtenances thereon, if any, consisting of 1.08 acres, more or less, bounded and described as follows:

BEGINNING at a point in the northerly line of Bridge Street located 17 feet, more or less, westerly of and perpendicular to Monumented Center Line Station 417 + 72, more or less, of the N/F New York, New Haven, and Hartford Railroad Company, leading from Farmington to New Hartford, said point being the southerly corner of the herein described parcel;

THENCE, proceeding in a general northerly direction along a curve to the right, a distance of 288 feet, more or less, to a point;

THENCE, proceeding in a westerly direction, a distance of 23 feet, more or less, to a point;

THENCE, proceeding in a north-northeasterly direction, a distance of 168 feet, more or less, to a point;

THENCE, proceeding in an easterly direction, a distance of 33 feet, more or less, to a point;

THENCE, proceeding in a northeasterly direction, a distance of 434 feet, more or less, to a point located 363 feet, more or less, east-southeasterly of and perpendicular to Monumented Center Line Station 424 + 83, more or less, of the N/F New York, New Haven, and Hartford Railroad Company;

THENCE, proceeding in a southerly direction, a distance of 11 feet, more or less, to a point;

THENCE, proceeding in a general southwesterly direction along a curve to the left, a distance of 155 feet, more or less, to a point;

THENCE, proceeding in a general westerly-southwesterly direction along a curve to the left, a distance of 264 feet, more or less, to a point;

THENCE, proceeding in a general westerly-southwesterly direction along a curve to the left, a distance of 39 feet, more or less, to a point;

Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation			
Property Address	39 & 41 Bridge Street			
City	Canton	County	Hartford	State CT Zip Code 06022
Client	State of Connecticut Department of Transportation			

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THENCE, proceeding in a southwesterly direction, a distance of 62 feet, more or less, to a point;

THENCE, proceeding in a southerly direction, a distance of 26 feet, more or less, to a point;

THENCE, proceeding in a westerly direction, a distance of 15 feet, more or less, to a point;

THENCE, proceeding in a general southerly direction along a curve to the left, a distance of 243 feet, more or less, to a point located 34 feet, more or less, easterly of and perpendicular to Monumented Center Line Station 417 + 97, more or less, of the N/F New York, New Haven, and Hartford Railroad Company;

THENCE, proceeding in a southwesterly direction along the northerly line of Bridge Street, a distance of 56 feet, more or less, to the point and place of beginning,

all as shown on the sketch attached hereto, entitled "Town of Canton, Sketch Showing Land Leased to Miner Realty Partnership, by the State of Connecticut, Dept. of Transportation, Valuation Map 56-60/61-8, Scale 1" = 60', August 1988, Bureau of Public Transportation -Office of Rail Operations," Town No. 23, Project No. 7001-Misc., Serial No. 552, Sheet 1 of 1.

- (1) The term of this Lease is for a thirty (30) year period of time commencing August 1, 1988, to and including July 31, 2018, with the Second Party having the right to renew said term for one (1) additional twenty (20) year period of time.
- (2) The Second Party shall pay the State the sum of Four Hundred Dollars (\$400.00) per month, in advance, payable by or before the first day of each month, as rent for the use of the property herein leased for the initial five (5) year period of the term hereof. Thereafter, the rental fee will be adjusted every five (5) years for the remainder of the initial term and for the twenty (20) year renewal period, to reflect the current fair market value of the property at that time.
- (3) This Lease may be terminated at any time by the Second Party by giving the State one hundred eighty (180) days official notice, as the same is hereinafter defined, or by the State by giving the Second Party one hundred eighty (180) days official notice in the event the leased property is required for transportation purposes, or by the State by giving the Second Party ninety (90) days official notice upon violation of any of the terms of this

Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation			
Property Address	39 & 41 Bridge Street			
City	Canton	County	Hartford	State CT Zip Code 06022
Client	State of Connecticut Department of Transportation			

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Agreement. Upon expiration of said notice period, this Lease shall be null and void and all rights of the Second Party herein shall end and terminate.

- (4) It is mutually understood and agreed by the parties hereto that when pages -1- thru and including -6- hereof are duly recorded in the land records of the town(s) in which the said parcel of land exists, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.
- (5) It is mutually understood and agreed by the parties hereto that this Lease is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Railroad Lease Specifications & Covenants, Connecticut Department of Transportation", dated December 1, 1989, which is hereby made an integral part of this Lease by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the said "Standard Railroad Lease Specifications & Covenants, Connecticut Department of Transportation", dated December 1, 1989, is and shall remain on file in the offices of the State and of the Second Party identified on page -1-hereof.
- (6) It is further mutually understood and agreed by the parties hereto that this Lease is made, in addition to Item (5) hereinabove, subject to the following special specifications and covenants:
- (a) The Second Party shall conform to all federal, state and city laws, permits and building and zoning regulations, in regard to the leased property.
- (b) The Second Party understands and agrees that the State retains the exclusive right to use of the airspace above the Horizontal Plane of twenty-four (24) feet, within the entire area leased herein.

TRMT 2/14/90

JF MAY -1 1990

TRMT 2/14/90

JF MAY -1 1990

TRMT 2/14/90

JF MAY -1 1990

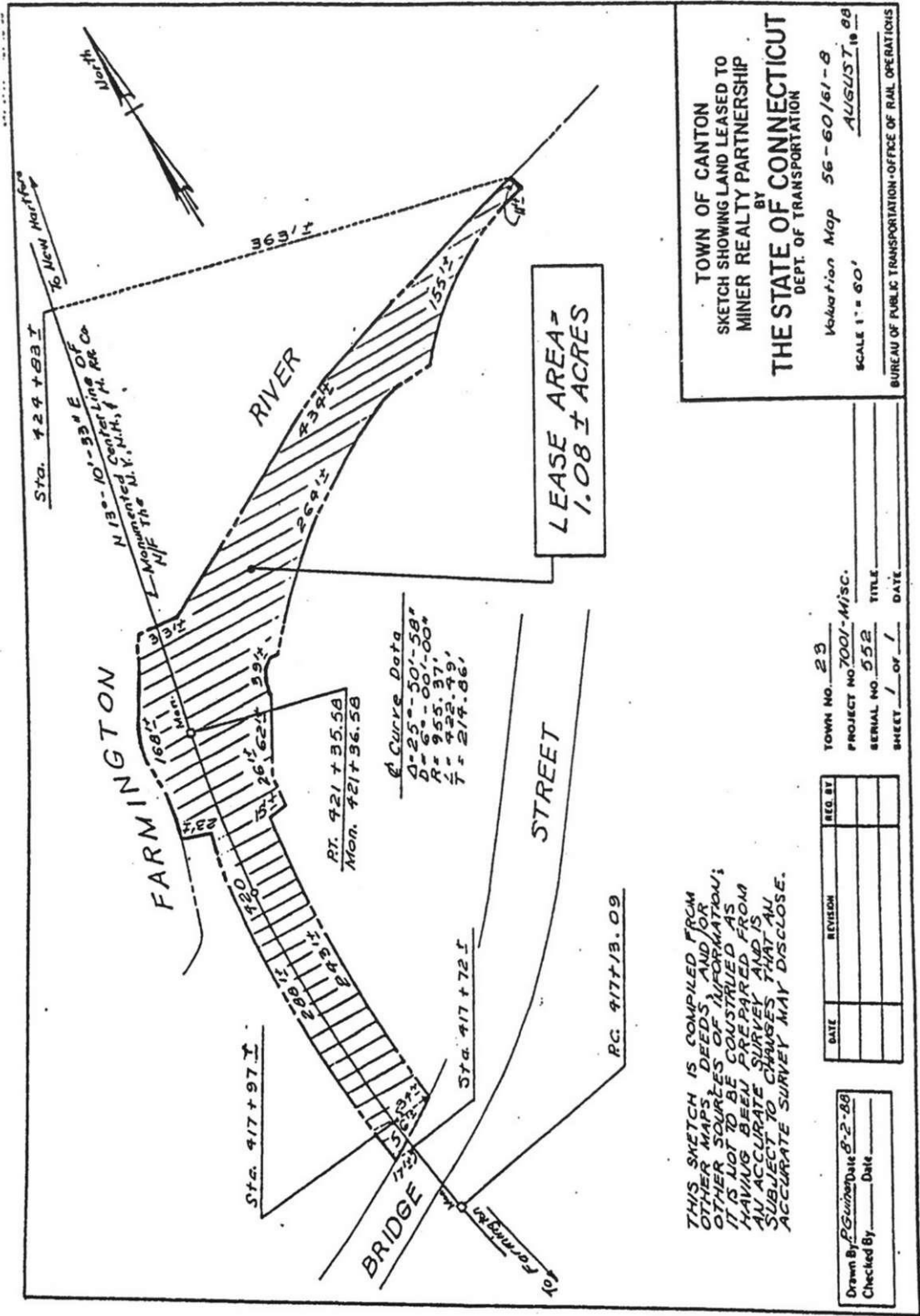
TRMT 2/14/90

JF MAY -1 1990

Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT
Client	State of Connecticut Department of Transportation				

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Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation			
Property Address	39 & 41 Bridge Street			
City	Canton	County	Hartford	State CT Zip Code 06022
Client	State of Connecticut Department of Transportation			



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Agreement No. 9.06-03(88)

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

Mae T. Parson
Name: MAE T. PARSON
Joyce W. Norman
Name: JOYCE W. NORMAN

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
J. William Burns, Commissioner

By James F. Byrnes, Jr. (Seal)
Deputy Transportation Commissioner
Bureau of Public Transportation
Date: MAY -1 1990

WITNESSES:

John N. Burns
Name: John N. Burns
Katherine M. Sullivan
Name: Katherine M. Sullivan

SECOND PARTY
MINER REALTY PARTNERSHIP

By John R. Miner, Jr. (Seal)
John R. Miner, Jr.
Partner
Date: MARCH 2, 1989

Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				

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Agreement No. 9.08-03(88)

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss: Wethersfield May 1, A.D., 1990

Personally appeared for the State, James F. Byrnes, Jr., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Deputy Transportation Commissioner, Bureau of Public Transportation, before me.


My Commission Expires:
March 31, 1993


Notary Public

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss: Canton March 2, A.D., 1989

Personally appeared for the Second Party, John R. Miner, Jr., Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of Miner Realty Partnership, and his free act and deed as a Partner, before me.

My Commission Expires: March 31, 1991


Notary Public
Katherine M. Sullivan

APPROVED AS TO FORM:


~~Attorney General~~ Assoc. Atty. General
State of Connecticut

Date: 6/7/90

RECEIVED FOR RECORD AT CANTON, CONN.
ON 7-5-90 AT 9:16AM
ATTEST: SHARLEY C. KROMPEGAL, TOWN CLERK

Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				

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ASSIGMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN THAT MINER REALTY PARTNERSHIP, a Connecticut partnership having a place of business at 133 River Road in the Town of Canton, County of Hartford and State of Connecticut ("Assignor") in consideration of one dollar and other valuable consideration, received from WATERFRONT PRESERVATION AND MANAGEMENT CORP., a Connecticut corporation having a place of business at 41 Bridge Street in the Town of Canton, County of Hartford and State of Connecticut ("Assignee"), does hereby assign unto Assignee all its right, title and interest in an existing lease, and any and all modifications and amendments relating thereto, between the State of Connecticut Department of Transportation and Assignor dated May 1, 1990 and recorded in Volume 172, Page 179 of the Canton Land Records.

AND the Assignee does hereby acknowledge receipt of said lease and does hereby assume full responsibility from and after the date hereof with respect thereto, and the Assignee agrees to hold the Assignor harmless with respect thereto insofar as any event or occurrence hereafter taking place is concerned.

IT WITNESS WHEREOF, Assignor and Assignee have duly executed this assignment and assumption agreement this 23rd day of October, 1992.

Assignor
MINER REALTY PARTNERSHIP

By: John R. Miner Jr.
John R. Miner, Jr.
Its Managing Partner

Assignee
WATERFRONT PRESERVATION AND
MANAGEMENT CORP.

By: Gary Cardillo / WPMC
Its President

STATE OF CONNECTICUT,
COUNTY OF HARTFORD

ss.

October 23, 1992

Personally Appeared John R. Miner, Jr., Managing Partner of Miner Realty Partnership, as aforesaid, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Managing Partner and the free act and deed of said partnership, before me.

William D. Roer
Notary Public / My Commission Expires:
Commissioner of the Superior Court


Prior Lease Agreement

Owner	/ Sole Abutter: Waterfront Preservation and Management Corporation				
Property Address	39 & 41 Bridge Street				
City	Canton	County	Hartford	State	CT Zip Code 06022
Client	State of Connecticut Department of Transportation				

STATE OF CONNECTICUT,
COUNTY OF HARTFORD

VOL. 186 PAGE 847
ss. October 23, 1992

Personally Appeared Gary Cardillo
President of Waterfront Preservation and
Management Corp., as aforesaid, Signer of the foregoing
Instrument, and acknowledged the same to be his/her free act
and deed as such President and the free act and deed
of said corporation, before me.



Notary Public/My Commission Expires:
Commissioner of the Superior Court
Mark E. Lowell

J:\PUBL\KID\3602_4C.DOC

RECORDED AT CANTON, CONN.
ON 10-26-92 AT 3:04 P.M.
ATTORNEY: JAMES C. FROMMELT, TOWN CLERK

37 BRIDGE STREET

Location 37 BRIDGE STREET

Mblu 38// 143// 003/ /

Acct# 1430037

Owner CONNECTICUT STATE OF

PBN

Assessment \$112,450

Appraisal \$160,630

PID 532

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$0	\$160,630	\$160,630
Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$112,450	\$112,450

Owner of Record

Owner	CONNECTICUT STATE OF	Sale Price	\$0
Co-Owner	DEPT OF TRANSPORTATION	Certificate	
Address	24 WOLCOTT HILL RD	Book & Page	70/473
	WETHERSFIELD, CT 06109	Sale Date	01/01/1900
		Instrument	29

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
CONNECTICUT STATE OF	\$0		70/473	29	01/01/1900

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:

Building Photo

 Building Photo
(<https://images.vgsi.com/photos/cantonctPhotos/default.jpg>)

Replacement Cost
Less Depreciation: \$0

Building Attributes	
Field	Description
Style	Vacant Land
Model:	
Grade:	
Stories	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Bath Floors	
Heat Fuel	
Heat Type:	
AC Percent	
Total Bedrooms:	
Full Bthrms:	
Half Baths:	
Extra Fixtures	
Total Rooms:	
Bath Style	
Kitchen Style	
Kitchens	
Fireplace(s)	
Wood Stoves	
Interior Floor 2	
Foundation	
Bsmt Gar(s)	
SF Fin. Bsmt.	
Fin Bsmt Qual	
Construction	
Attic Access	
Attic Finished %	
Heating %	
Bsmnt Area	
Above Ground Area	

Building Layout

([ParcelSketch.ashx?pid=532&bid=532](#))

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Finished Area	
Cooling Type	

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	200	Size (Acres)	2.25
Description	Comm Land	Frontage	
Zone	CDVD	Depth	
Neighborhood	C09	Assessed Value	\$112,450
Alt Land Appr Category	No	Appraised Value	\$160,630

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2023	\$0	\$160,630	\$160,630
2022	\$0	\$128,750	\$128,750
2020	\$0	\$128,750	\$128,750

Assessment			
Valuation Year	Improvements	Land	Total
2023	\$0	\$112,450	\$112,450
2022	\$0	\$90,120	\$90,120
2020	\$0	\$90,120	\$90,120



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-6079092

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-6079092

Transaction Identification Data for reference only:

Issuing Agent: Halloran & Sage

ALTA Universal ID:

Commitment Number:

Property Address: 37 Bridge Street, Canton, CT

Issuing Office:

Loan ID Number:

Issuing Office File Number:

Revision Number:

SCHEDULE A

1. Commitment Date: August 05, 2022 @ 8:00 AM
2. Policy or policies to be issued:
 - (a) ☐ ALTA® Owner's Policy of Title Insurance (6-17-06)
☐ EAGLE Owner's Policy (2-3-10)
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (b) ☐ ALTA® Loan Policy of Title Insurance (6-17-06)
☐ EAGLE Loan Policy (7-26-10)
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (c) ☐ ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in:
State of Connecticut c/o Waterfront Preservation and Management Co.
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Halloran & Sage

By: _____
Authorized Signatory

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-6079092

Commitment No.: CT-6079092

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Seller/Borrower must execute the Company's Owner's Affidavit.
6. If there is a survey of the Land, the Seller/Borrower must complete the survey update portion of the Company's Owner's Affidavit if the survey is not a current survey (last dated within the last 90 days). The survey must be submitted, and any adverse matters shown on the survey must be excepted on Schedule B.
7. If labor or materials have been supplied to the Land within the 90 days prior to and including the Date of Policy, or if labor and/or materials have been contracted for future construction or if any contractor has been hired for contemplated work, service or materials, the Company's applicable affidavits, indemnities, subordinations and/or lien waiver forms must be fully completed and submitted prior to closing, all in accordance with the Company's current underwriting standards and guidelines.
8. If there are tenants or parties in possession other than recorded leases shown in Schedule B, rights of those tenants and parties in possession must be excepted on Schedule B.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-6079092

Commitment No.: CT-6079092

SCHEDULE B, PART I

Requirements (Continued)

9. All municipal taxes, special tax district taxes, water and sewer use charges, and municipal and private association charges and/or assessments including common interest community common charges and special assessments must be paid current to date of policy.
10. Authority documentation for the transaction and the entities involved as may be required by the Company.
11. There is currently no mortgage on the property.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-6079092

Commitment No.: CT-6079092

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties other than the Insured in actual possession or under unrecorded leases of any or all of the Land.
3. Easements or claims of easements not shown by the Public Records, encroachments, violations, variations or adverse circumstances affecting the Title that would be disclosed by an accurate land survey of the Land.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Liens for taxes and assessments which become due and payable subsequent to Date of Policy.
6. Sewer and water use charges as may be due and payable.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: CT-6079092

Commitment No.: CT-6079092

SCHEDULE B, PART II

Exceptions (Continued)

7. Real Estate Taxes to the Town of Canton on the list of October 1, 2021, due and payable as follows: first half due on 7/1/2022 in the amount of \$1518.07 (PAID-adjusted); second half due on 1/1/2023 (PAID-adjusted).

Unique ID: 1430037 Map: 38 Block: 143 Lot: 003
Assessment: \$90,120.00 Total Tax: \$3036.14

8. Real Estate taxes to said Town on the List of October 1, 2022 and thereafter.

9. A Lease Agreement between the State of Connecticut and Miner Realty Partnership dated May 1, 1990 and recorded on July 5, 1990 in [Volume 172 at Page 179](#) of the Canton Land Records.'

Which Agreement was Assigned to and Assumed by Waterfront Preservation and Management Corp. by Assignment and Assumption of Lease dated October 23, 1992 and recorded October 26, 1992 in [Volume 186 at Page 846](#) of the Canton Land Records.

10. A Notice of Lease between State of Connecticut Department of Transportation (Lessor) and Miner Realty Partnership (Lessee/Assignor) and Waterfront Preservation and Management Corporation (Assignee of Lessee) dated October 19, 1994 and recorded October 19, 1994 in [Volume 203 at Page 292](#) of the Canton Land Records.
11. An Easement in favor of the Town of Canton dated April 1, 1998 and recorded April 2, 1998 in [Volume 227 at Page 100](#) of the Canton Land Records.
12. A License Agreement between the State of Connecticut Department of Transportation and the Town of Canton dated June 6, 1997 and recorded June 24, 1997 in [Volume 220 at Page 693](#) of the Canton Land Records.
13. First Supplemental Agreement to Original License Agreement dated June 6, 1997 between State of Connecticut Department of Transportation and the Town of Canton dated January 16, 2003 and recorded February 5, 2003 in [Volume 281 at Page 926](#) of the Canton Land Records.
14. An Easement in favor of the Department of Transportation of the State of Connecticut dated March 12, 2015 and recorded April 14, 2015 in [Volume 418 at Page 534](#) of the Canton Land Records.

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15. 24 MONTH CHAIN OF TITLE:

To: State of Connecticut, Department of Transportation

From: Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of Penn Central Transportation Company, Debtor

By: Quit Claim Deed dated March 26, 1976 and recorded April 23, 1976 in [Volume 100 at Page 7](#) of the Canton Land Records.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: CT-6079092

Commitment No.: CT-6079092

The land referred to herein below is situated in the County of Hartford, State of Connecticut, and described as follows:

Town of Canton, Assessor's Parcel M/B/L 38/143/003, being a portion of what is described as Segment 1, as granted by the Trustees of the Property of Penn Central Transportation Company to the State of Connecticut by Quitclaim Deed dated March 26, 1976 and recorded in [Volume 100 at Page 7](#) of the Canton Land Records.

Note: No accurate current legal description exists for the subject parcel. In order to form an accurate legal description, a survey is likely needed and additional searching may be required to provide an accurate legal description based on conveyances of other portions of Segment 1 to third parties.

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