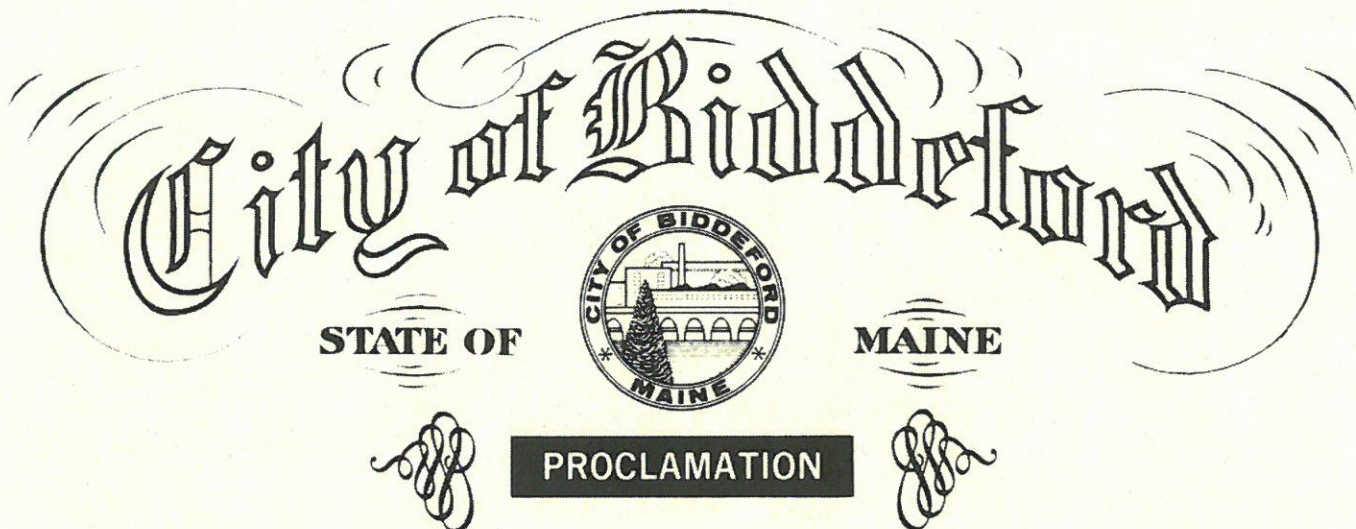


City of Biddeford
City Council
May 01, 2018 6:00 PM Council Chambers

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Adjustment(s) to Agenda**
 - 3.a. Proclamation: National Day of Prayer
- 4. Proclamation:**
 - 4.a. Kids to Park Day - May 19, 2018
[5-01-2018 Proc-Kids to Park Day-pdf.pdf](#)
 - 4.b. National Day of Prayer - May 3, 2018
[5-01-2018 Proc-National Day of Prayer-PDF.pdf](#)
- 5. Presentation:**
 - 5.a. Police Department Annual Report
- 6. Consideration of Minutes:**
 - 6.a. April 17, 2018 Council Meeting Minutes
[4-17-2018 Council Meeting Minutes.docx](#)
- 7. Second Reading:**
 - 7.a. 2018.35) Amendment/Ch. 62-Streets, Sidewalks and Other Public Places/Sec. 62-57-Displaying merchandise, goods, wares; standards for tables and chairs, and the service and consumption of alcoholic beverages/ADD Outside Non-Contiguous Seating
[4-17-2018 Ch 62-Non-contiguous Seating Areas.docx](#)
- 8. Orders of the Day:**
 - 8.a. 2018.39) Authorization/Purchase of Automated Waste Packer/McNeilus Truck and Manufacturing, Inc.
[5-01-2018 Automated Waste Packer-ORDER.docx](#)
[5-01-2018 Automated Waste Packer-MEMO.doc](#)
[5-01-2018 Automated Waste Packer-picture.pdf](#)
 - 8.b. 2018.40) Authorization/Contract for Installation of Conduit on Bangor Savings Bank Property - Part of Lincoln Street Project
[5-01-2018 Lincoln Street Utility Conduit Project-ORDER.doc](#)
[5-01-2018 Lincoln Street Rehab Project-MEMO.doc](#)
 - 8.c. 2018.41) Approval/Taking of Avigation Easements (Air Rights) by Eminent Domain/Biddeford Municipal Airport
288 Granite Street, Parcel 19-8-1, Owner: Cory Grattelo
6 Lizotte Avenue, Parcel 19-16-2, Owner: John Dee
262 Granite Street, Parcel 19-20, Owner: Ryan and Erin Huntington
272 Granite Street, Parcel 19-16-1, Owner: Robert Dee, Jr.
[5-01-2018 Avigation Easement-Grattelo Packet.pdf](#)
[5-01-2018 Avigation Easements-Airport - ORDER.docx](#)

- 5-01-2018 Avigation Easement-Dee, John Packet.pdf
- 5-01-2018 Avigation Easement-Huntington Packet.pdf
- 5-01-2018 Avigation Easement-Dee, Robert-Packet.pdf
- 5-01-2018 Avigation Easement-MAP.pdf
- 8.d. Committee-of-the-Whole: Moving of City Hall Offices (possible action to be taken)
 - 4-17-2018 City Hall Renovations-GA-ORDER.docx
 - 4-17-2018 City Hall Renovations-Backup Docs.pdf
- 9. **Appointments:**
 - 9.a. Carina Walter...Historic Preservation Commission
 - 5-01-2018 Appt-Walter - Historic Preservation Comm.docx
 - 5-01-2018 Comm App - Walter.pdf
 - 9.b. Carina Walter...Project Canopy Committee
 - 5-01-2018 Appt-Walter - Project Canopy Comm.docx
 - 5-01-2018 Comm App - Walter.pdf
- 10. **Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit)**
- 11. **City Manager Report**
- 12. **Other Business**
- 13. **Council President Addressing the Council**
- 14. **Mayor Addressing the Council**
- 15. **Executive Session**
 - 15.a. 1 MRSA 405(6)(D)...Labor Contract Negotiations
- 16. **Adjourn**



Whereas May 19th, 2018 is the eighth Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

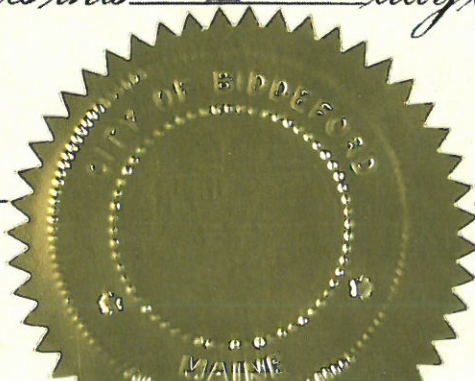
WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

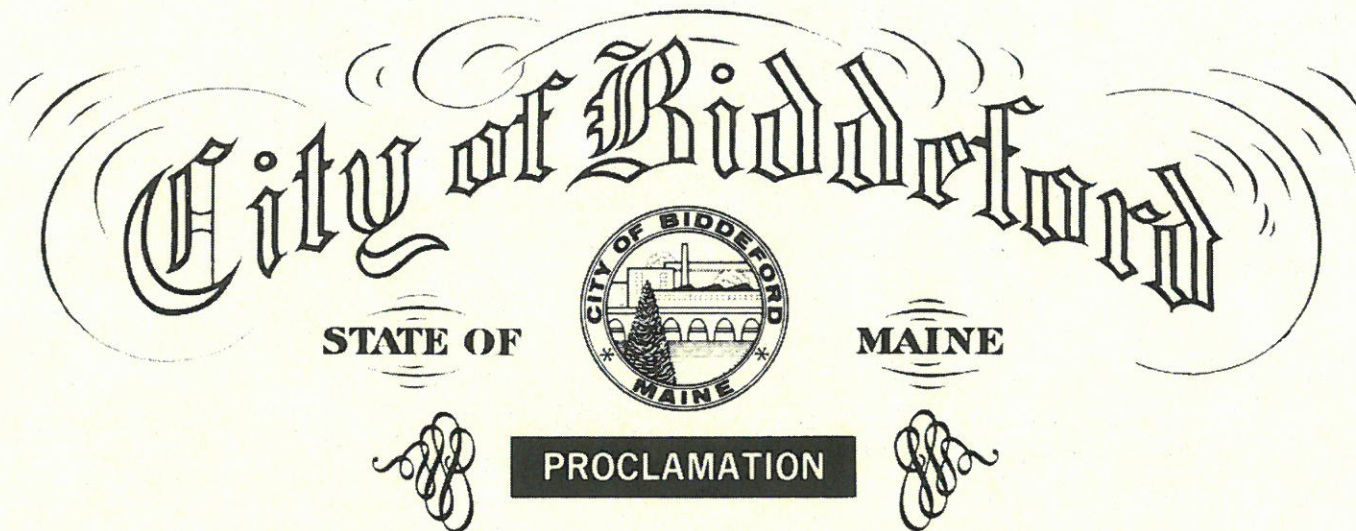
NOW THEREFORE, I, Alan Casavant, Mayor of the City of Biddeford do hereby proclaim to participate in Kids to Parks Day. I urge residents of Biddeford to make time May 19th, 2018 to take the children in their lives to a neighborhood, state or national park.

In Witness Whereof, We, the undersigned have herewith affixed our signatures this 1st day of May 2018

Carmen J. Morris
City Clerk



Mayor



Whereas since our nation's founding, Americans have turned to prayer for inspiration, strength and guidance; and

WHEREAS, our national leaders have historically called on the prayers of the people, without regard to their religious affiliation, to meet the crises that have faced our nation; and

WHEREAS, the National Day of Prayer was first proclaimed by the Continental Congress in 1775; and

WHEREAS, President Abraham Lincoln proclaimed Thursday, April 30, 1863 as a day of prayer as "an effective remedy for national ills for all people in all nations"; and

WHEREAS, the Congress of the United States, by legislative action in 1952 – and amended in 1988 – declared the first Thursday of May to be a National Day of Prayer,

NOW THEREFORE, I, Alan Casavant, Mayor of the City of Biddeford, Maine, do hereby proclaim May 3, 2018 as **A DAY OF PRAYER** throughout the City of Biddeford, and urge all citizens to join in this observance.

*In Witness Whereof, We, the undersigned have herewith
affixed our signatures this 1st day of May 2018*

Carmen J. M...
City Clerk



Mayor

**COUNCIL MEETING
APRIL 17, 2018**

Mayor Casavant called the meeting to order at 6:00 p.m.

Roll Call: Michael Swanton, John McCurry, Jr., Stephen St. Cyr, Robert Quattrone, Jr., Victoria Foley, Norman Belanger, Michael Ready, Laura Seaver, Marc Lessard

The Council, and all who were present, recited the Pledge of Allegiance.

Adjustments to the Agenda:

- Add Order 2018.38 – Approval/Asset Forfeiture Funds/Police Department Contribution to a Criminal Case
- Remove Order 2018.37 – City Hall Reorganization/Renovations

Consideration of Minutes: **April 3, 2018**

Motion by Councilor McCurry, seconded by Councilor Foley to accept the minutes as printed.

Vote: Unanimous.

Orders of the Day:

2018.33

IN BOARD OF CITY COUNCIL....APRIL 17, 2018

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2018 Volvo Excavator as per bid of April 6, 2018 (the “Equipment”) from Chadwick-Baross (the “Vendor”) and may pay the Vendor an amount not to exceed \$157,000.00 (before discounts valued at \$19,600.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$157,000.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$157,000.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item at their April 17, 2018 meeting.

Motion by Councilor Ready, seconded by Councilor Foley to grant the order.

Vote: Unanimous.

2018.34

IN BOARD OF CITY COUNCIL....APRIL 17, 2018

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2018 Morbark M15R wood chipper (the “Equipment”) from Nortrax Equipment (the “Vendor”) and may pay the Vendor an amount not to exceed \$75,066.00 (before discounts valued at \$10,500.00) for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;

2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$75,066.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$75,066.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item at their April 17, 2018 meeting.

Motion by Councilor McCurry, seconded by Councilor Ready to grant the order.

Vote: Unanimous.

2018.35

IN BOARD OF CITY COUNCIL..APRIL 17, 2018

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 62, Streets, Sidewalks and Other Public Places, **Section 62-57. Displaying merchandise, goods, wares; standards for table and chairs, and the service and consumption of alcoholic beverages** is amended by adding or ~~deleting~~ to read as follows:

Sec. 62-57. Displaying merchandise, goods, wares; standards for tables and chairs, and the service and consumption of alcoholic beverages.

- (a) No person engaged in the sale of goods, wares or merchandise shall deposit, pile, place or display for purposes of sale any such goods, wares or merchandise upon or above any public sidewalk, public space, or public way without first receiving a permit from the City Clerk's office. Permits shall be free-of-charge for use of space that is contiguous to a licensed establishment; and \$1,000.00 for use of space that is non-contiguous to a licensed establishment; and shall only be valid from May 1 to October 31 within any calendar year; and shall only be issued by the City Clerk's office for such displays within the MSRD-1 Zone, as depicted on the official Zoning Map of the City, once the Code Enforcement Office has determined that the performance standards in Subsection (c) are met.
- (b) Notwithstanding any other provision herein, in order to sponsor a more leisurely and pleasant commercial atmosphere in the downtown area, the City Clerk's office may issue permits for the setting of tables and chairs associated with established restaurants or other holders of valid City Council issued victualer licenses in the MSRD-1 Zone, as depicted on the official Zoning Map of the City, upon or above any public sidewalk, public space, or public way. Such permits shall be free-of-charge for use of space that is contiguous to a licensed establishment; and \$1,000.00 for use of space that is non-contiguous to a licensed establishment; and shall only be valid from May 1 to October 31 within any calendar year, and shall only be issued once the Code Enforcement Office has determined that the performance standards in Subsection (c) are met.
- (c) Performance standards:
 - (1) Except where (4) below applies, the following standards must be~~are~~ maintained:
 - a. The goods, wares, other merchandise, tables, and chairs are located in front of the specific establishment; ~~and~~
 - b. Are portable; ~~and~~

- c. Are removed from the sidewalk at the end of the specific operating hours of the establishment; ~~and~~
 - d. That an adequate pedestrian travelway, such travelway being at least 48 inches between the outside edge of the goods, wares, other merchandise, tables and chairs, any required barriers, and the outer edge of the curb, is maintained; and
 - e. That there is no hindrance or hazard to pedestrian safety or movement, or the opening of vehicle doors; ~~and~~
- (2) There are adequate provisions to collect and remove any and all waste or litter associated with or resulting from, the use or display of said goods, wares, other merchandise, tables and chairs so that there is no accumulation of wastes and litter on said sidewalk.
- (3) The City Council may permit the service to, and the consumption of alcoholic beverages by a patron of a restaurant that has been licensed by the state for the sale and consumption of alcoholic beverages, and that the licensed area has been extended to include part of the sidewalk or other public way. When a license has been so approved and issued, all of the conditions under Subsections (1) and (2) above shall be adhered to. Additionally, the licensee shall comply with the provisions under 28-A M.R.S.A. § 1051(3), which limits the service and consumption of liquor to areas that are clearly defined and approved in the application process by the bureau of alcoholic beverages as appropriate for the consumption of liquor. Outside areas must be controlled by barriers and by signs prohibiting consumption beyond the barriers.
- (4) The City Council may permit the service to, and the consumption of alcoholic beverages by a patron of a restaurant that has been licensed by the state for the sale and consumption of alcoholic beverages, and that the licensed area has been extended to include part of the sidewalk or other public way that is noncontiguous to the premises so licensed. When a license has been so approved and issued, all of the conditions under Subsection (2) above shall be adhered to. Additionally, the licensee shall comply with the provisions under 28-A M.R.S.A. § 1051(3) and § 1051(9), which limits the service and consumption of liquor to areas that are clearly defined and approved in the application process by the bureau of alcoholic beverages as appropriate for the consumption of liquor. Outside areas must be controlled by barriers and by signs prohibiting consumption beyond the barriers. Further, the following performance standards must be maintained:
- a. That an adequate pedestrian travelway, such travelway being at least 60 inches wide, be maintained for pedestrian access between the outside edge of tables and chairs and any required barriers and that such a travel way complies with the Americans with Disabilities Act;
 - b. That there is no hindrance or hazard to pedestrian safety or movement, or the opening of vehicle doors;
 - c. The building in which the permitted restaurant operates shares a common boundary line with a public sidewalk;
 - d. The outdoor seating area is located within twenty (20) feet of the entrance fronting the permitted restaurant;
 - e. An outdoor seating area that directly abuts a street travel way, such as when located in a parking space, must have a physical barrier along the street side of the area;
 - f. An outdoor seating area located within a street adjacent to a curb shall be elevated on a platform so that it is flush with the top of curb;
 - g. No outside seating area located on a sidewalk may be located so it is any closer than two (2) feet from the face of the curb;
 - h. The outdoor seating area is not located closer than twenty (20) feet to any crosswalk or street intersection and no closer than five (5) feet to any driveway;
 - i. The operation of the outdoor seating area for the restaurant be related to the sale of food or drink from the permitted restaurant;
 - j. Access to the outdoor seating area by patrons and staff shall be maintained such that is complies with the Americans with Disabilities Act;
 - k. An outdoor seating area must not block a fire hydrant or impede drainage to stormwater facilities;
 - l. Outdoor seating furniture may remain in the outdoor seating area when the restaurant is closed so long as it is adequately locked down and secured;
 - m. A continuous barrier of not less than 3 feet in height shall be installed and must start from the ground, and shall be in compliance with standards and rules set forth by

Maine Bureau of Alcoholic Beverages;

- n. Tabletop signage is limited to menus and must not exceed four (4) square feet in area;
- o. Signage must be posted in the outside seating area that states, “No Alcohol Beyond This Point”; and
- p. Lighting may not be affixed to any City infrastructure, including but not limited to, street lights, trees, and signs, without the express permission of the City of Biddeford Public Works Department.

(5)(4) The code enforcement office shall enforce these provisions and shall take actions to correct any problems that result from the issuance of permits under this section. Such action shall include revocation of any permit issued under these provisions.

For the purposes of this section, "restaurant" shall have the following definition: Any public place kept, used maintained, advertised, and held out to the public as a place where meals are served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook, and serve suitable food for its guests. Provided further that no restaurant licensed as such shall sell alcoholic beverages later than one hour after the time food service has ended or 11 p.m., whichever is earlier ~~except during the hours when meals are available.~~

Unless further action is taken by the City Council, the provisions pertaining to non-contiguous outside seating areas contained in Section 62-57 of this Chapter shall expire on November 1, 2018.

Motion by Councilor Foley, seconded by Councilor McCurry to grant the first reading of the ordinance amendment.

Vote: 6/3; Councilors Lessard, Seaver and Ready opposed.

Councilors Swanton, McCurry, St. Cyr, Quattrone, Foley and Belanger in favor. Motion carries.

2018.36

IN BOARD OF CITY COUNCIL...APRIL 17, 2018

BE IT ORDERED, that the City Manager be authorized to sign a contract with Bailey Sign, Inc. of Westbrook, Maine for the final design, fabrication, and installation of wayfinding signage for the Robert G. Dodge Business Park, Alfred Road Business Park, Biddeford Industrial Park, and Airport Industrial Park (s), with a total proposed cost of \$84,215.00, with funding to be provided from the Industrial Park Fund.

NOTE: The Finance Committee will review this item at their April 17, 2018 meeting.

Motion by Councilor Ready, seconded by Councilor Foley to grant the order.

Vote: 8/1; Councilor McCurry opposed.

Councilors Swanton, St. Cyr, Quattrone, Foley, Belanger, Ready, Seaver and Lessard in favor. Motion carries.

2018.38

BOARD OF CITY COUNCIL....APRIL 17, 2018

BE IT ORDERED, that the Biddeford City Council does hereby grant approval pursuant with Title 15 M.R.S.A. §5824(3) & §5822(4)(A) to the transfer of \$3,741.55.00 in U.S. Currency, or any portion thereof, on the grounds that the City of Biddeford Police Department did make a substantial contribution to the investigation of this or related criminal case.CR-18-70. These funds shall be transferred to the City of Biddeford, Asset Forfeiture Account 3119-40576.

Motion by Councilor Ready, seconded by Councilor McCurry to grant the order.

Vote: Unanimous.

Public Addressing the Council..(5 minute limit per speaker; 30 minute total time limit):
One citizen addressed his comments to the Council.

City Manager Report:

City Manager, James Bennett had the following comments:

- 1) The State Legislature has passed some version of what the marijuana laws will be in the State. Staff is now working internally to best deal with the implications of the law and will bring recommendations to the Council for approval.
- 2) Jim expressed how incredibly impressed he was with the Staff who handled the aftermath of the apartment building fire that happened on April 2nd, and the assistance offered to the displaced tenants. Many employees ended up volunteering their time to assist with the collection and organization of the overwhelming amount of donations that were received.

Other Business:

Councilor Quattrone: asked the City Manager how the marijuana moratorium that is currently in effect will conflict, if at all, with the newly approved State laws. Jim explained that the City should have something in the Code of Ordinances prior to when the State law goes into effect.

Councilor Swanton: announced that residents of Biddeford can dispose of acceptable debris (wood wastes cut into 3 foot pieces) in 1 cubic yard quantities free of charge beginning Tuesday, April 24, 2018 until Saturday, May 5, 2018.

He also announced that Saturday, April 28th is Earth Day, and from 10:00am to 2:00pm, the Police Department will be at the Recycling Center to do drug take back. All regular recycling activities will also be available.

Councilor Foley: announced that this coming Saturday, April 21st there will be a clean-up organized at Clifford Park starting at 8:30am.

Councilor Lessard: reminded his fellow Councilors that tomorrow evening, April 18th is the York County Budget Committee meeting and he urged them to attend and do what it takes to keep a seat on this Committee.

Councilor President Addressing the Council: Councilor McCurry shared that a Community Garden has been planned for Mission Hill.

Mayor Addressing the Council: Mayor Casavant noted that the Finance Committee, at its meeting earlier this evening, had a tie vote on the City Hall Reorganization/Renovations item; and it is his intention is to work with Staff on this item and bring it back to the Finance Committee and City Council for a decision.

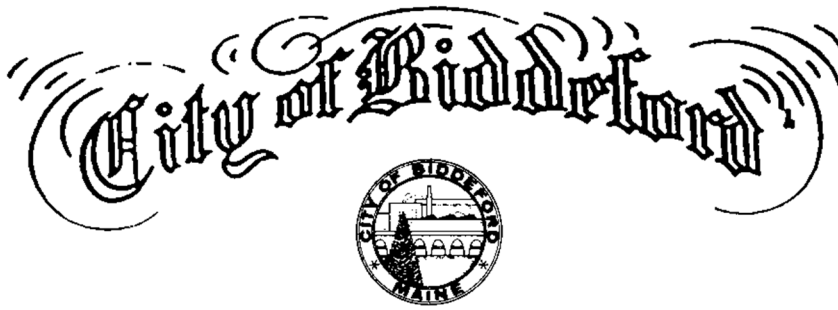
Motion by Councilor McCurry, seconded by Councilor Foley to adjourn.

Vote: Unanimous.

Time: 6:30 p.m.

Attest by: _____

Carmen J. Morris, City Clerk



2018.35

IN BOARD OF CITY COUNCIL..APRIL 17, 2018

BE IT ORDAINED, by the City Council of the City of Biddeford that the Code of Ordinances, Chapter 62, Streets, Sidewalks and Other Public Places, **Section 62-57. Displaying merchandise, goods, wares; standards for table and chairs, and the service and consumption of alcoholic beverages** is amended by adding or ~~deleting~~ to read as follows:

Sec. 62-57. Displaying merchandise, goods, wares; standards for tables and chairs, and the service and consumption of alcoholic beverages.

- (a) No person engaged in the sale of goods, wares or merchandise shall deposit, pile, place or display for purposes of sale any such goods, wares or merchandise upon or above any public sidewalk, public space, or public way without first receiving a permit from the City Clerk's office. Permits shall be free-of-charge for use of space that is contiguous to a licensed establishment; and \$1,000.00 for use of space that is non-contiguous to a licensed establishment; and shall only be valid from May 1 to October 31 within any calendar year; and shall only be issued by the City Clerk's office for such displays within the MSRD-1 Zone, as depicted on the official Zoning Map of the City, once the Code Enforcement Office has determined that the performance standards in Subsection (c) are met.
- (b) Notwithstanding any other provision herein, in order to sponsor a more leisurely and pleasant commercial atmosphere in the downtown area, the City Clerk's office may issue permits for the setting of tables and chairs associated with established restaurants or other holders of valid City Council issued victualer licenses in the MSRD-1 Zone, as depicted on the official Zoning Map of the City, upon or above any public sidewalk, public space, or public way. Such permits shall be free-of-charge for use of space that is contiguous to a licensed establishment; and \$1,000.00 for use of space that is non-contiguous to a licensed establishment; and shall only be valid from May 1 to October 31 within any calendar year, and shall only be issued once the Code Enforcement Office has determined that the performance standards in Subsection (c) are met.
- (c) Performance standards:
 - (1) Except where (4) below applies, the following standards must be maintained:
 - a. The goods, wares, other merchandise, tables, and chairs are located in front of the specific establishment; ~~and~~
 - b. Are portable; ~~and~~
 - c. Are removed from the sidewalk at the end of the specific operating hours of the establishment; ~~and~~

- d. That an adequate pedestrian travelway, such travelway being at least 48 inches between the outside edge of the goods, wares, other merchandise, tables and chairs, any required barriers, and the outer edge of the curb, is maintained; and
 - e. That there is no hindrance or hazard to pedestrian safety or movement, or the opening of vehicle doors;~~;- and~~
- (2) There are adequate provisions to collect and remove any and all waste or litter associated with or resulting from, the use or display of said goods, wares, other merchandise, tables and chairs so that there is no accumulation of wastes and litter on said sidewalk.
- (3) The City Council may permit the service to, and the consumption of alcoholic beverages by a patron of a restaurant that has been licensed by the state for the sale and consumption of alcoholic beverages, and that the licensed area has been extended to include part of the sidewalk or other public way. When a license has been so approved and issued, all of the conditions under Subsections (1) and (2) above shall be adhered to. Additionally, the licensee shall comply with the provisions under 28-A M.R.S.A. § 1051(3), which limits the service and consumption of liquor to areas that are clearly defined and approved in the application process by the bureau of alcoholic beverages as appropriate for the consumption of liquor. Outside areas must be controlled by barriers and by signs prohibiting consumption beyond the barriers.
- (4) The City Council may permit the service to, and the consumption of alcoholic beverages by a patron of a restaurant that has been licensed by the state for the sale and consumption of alcoholic beverages, and that the licensed area has been extended to include part of the sidewalk or other public way that is noncontiguous to the premises so licensed. When a license has been so approved and issued, all of the conditions under Subsection (2) above shall be adhered to. Additionally, the licensee shall comply with the provisions under 28-A M.R.S.A. § 1051(3) and § 1051(9), which limits the service and consumption of liquor to areas that are clearly defined and approved in the application process by the bureau of alcoholic beverages as appropriate for the consumption of liquor. Outside areas must be controlled by barriers and by signs prohibiting consumption beyond the barriers. Further, the following performance standards must be maintained:
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 - b. That there is no hindrance or hazard to pedestrian safety or movement, or the opening of vehicle doors;
 - c. The building in which the permitted restaurant operates shares a common boundary line with a public sidewalk;
 - d. The outdoor seating area is located within twenty (20) feet of the entrance fronting the permitted restaurant;
 - e. An outdoor seating area that directly abuts a street travel way, such as when located in a parking space, must have a physical barrier along the street side of the area;
 - f. An outdoor seating area located within a street adjacent to a curb shall be elevated on a platform so that it is flush with the top of curb;

- g. No outside seating area located on a sidewalk may be located so it is any closer than two (2) feet from the face of the curb;
- h. The outdoor seating area is not located closer than twenty (20) feet to any crosswalk or street intersection and no closer than five (5) feet to any driveway;
- i. The operation of the outdoor seating area for the restaurant be related to the sale of food or drink from the permitted restaurant;
- j. Access to the outdoor seating area by patrons and staff shall be maintained such that is complies with the Americans with Disabilities Act;
- k. An outdoor seating area must not block a fire hydrant or impede drainage to stormwater facilities;
- l. Outdoor seating furniture may remain in the outdoor seating area when the restaurant is closed so long as it is adequately locked down and secured;
- m. A continuous barrier of not less than 3 feet in height shall be installed and must start from the ground, and shall be in compliance with standards and rules set forth by Maine Bureau of Alcoholic Beverages;
- n. Tabletop signage is limited to menus and must not exceed four (4) square feet in area;
- o. Signage must be posted in the outside seating area that states, “**No Alcohol Beyond This Point**”; and
- p. Lighting may not be affixed to any City infrastructure, including but not limited to, street lights, trees, and signs, without the express permission of the City of Biddeford Public Works Department.

(5)(4) The code enforcement office shall enforce these provisions and shall take actions to correct any problems that result from the issuance of permits under this section. Such action shall include revocation of any permit issued under these provisions.

For the purposes of this section, "restaurant" shall have the following definition: Any public place kept, used maintained, advertised, and held out to the public as a place where meals are served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook, and serve suitable food for its guests. Provided further that no restaurant licensed as such shall sell alcoholic beverages later than one hour after the time food service has ended or 11 p.m., whichever is earlier except during the hours when meals are available.

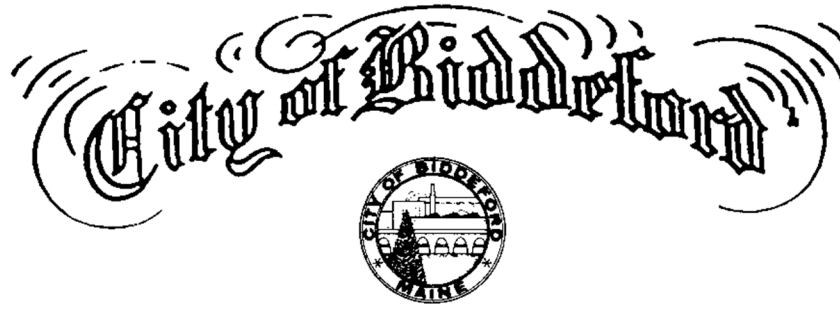
Unless further action is taken by the City Council, the provisions pertaining to non-contiguous outside seating areas contained in Section 62-57 of this Chapter shall expire on November 1, 2018.

April 17, 2018

Motion by Councilor Foley, seconded by Councilor McCurry to grant the first reading of the ordinance amendment.

Vote: 6/3; Councilors Lessard, Seaver and Ready opposed.

Councilors Swanton, McCurry, St. Cyr, Quattrone, Foley and Belanger in favor. Motion carries.



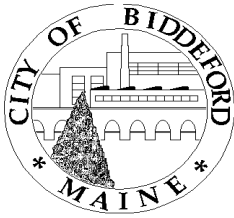
2018.39

IN BOARD OF CITY COUNCIL.....MAY 1, 2018

BE IT ORDERED, that the City Manager be authorized to purchase one (1) 2018 McNeilus wastepacker as per NJPA bid (the "Equipment") from McNeilus Truck and Manufacturing Inc.(the "Vendor") and may pay the Vendor an amount not to exceed \$282,935.00 for the Equipment as follows:

1. The City of Biddeford expects to incur debt to reimburse expenditures to pay the cost of the Equipment;
2. The City of Biddeford reasonably expects that the maximum principal amount of the debt, including for reimbursement purposes, is \$282,935.00;
3. The City Manager, on behalf of the City of Biddeford, is authorized to enter into a lease purchase, loan or other financing agreement for the Equipment provided that (a) the principal amount of such agreement will not exceed \$282,935.00, (b) the term of such agreement will not exceed one hundred and twenty (120) months and (c) any obligation of the City of Biddeford to make lease or loan payments pursuant to such agreement is subject to annual appropriation by the City Council of the City of Biddeford;
4. The City Manager is authorized to advance money from the General Fund of the City for payment of the costs of the Equipment; and
5. The City Manager, on behalf of the City of Biddeford, is authorized to negotiate, enter into, execute, deliver and cause to be performed, and to approve, any and all agreements, instruments, certificates and other documents, and to grant security interests in the Equipment, upon such terms, conditions, limitations and undertakings, which the City Manager determines are necessary and proper for the acquisition and financing of the Equipment, provided that any lease purchase, loan or other financing agreement will be countersigned by both the Mayor and the Treasurer of the City of Biddeford. Without limiting the foregoing, the City Manager, on behalf of the City of Biddeford, in connection with the acquisition of the Equipment, is authorized to sell, transfer, trade in or otherwise dispose of any equipment, which the City Manager determines is no longer useful to the City of Biddeford.

NOTE: The Finance Committee will review this item at their May 1, 2018 meeting.



City of Biddeford, Maine

Public Works Department

371 Hill Street Biddeford, Maine 04005
Phone: (207) 282-1579 Fax: (207) 286-9395

To: Finance Committee
From: Carl Marcotte
Date: 4/25/2018
RE: Waste packer

The Public Works Department is requesting the purchase an Automated/Manual waste packer from McNeilus Truck and manufacturing Inc. in the amount of \$282,935.00. We are replacing a 2004 Volvo with 14,460 hours. The pricing for this Waste truck was obtained from the NJPA (National Joint Powers Alliance) bid. This Waste packer is currently in the FY/19 CIP budget as a lease.

Note:

The cost of a rear packer that we are currently using is approximately \$182,160.00. We did not get this price from NJPA it is based from the cost of the truck that we bought on 7/12/2016 plus a \$15,000.00 increase.

MANUAL-AUTOMATED SIDE LOADER -
IT'S READY FOR ANYTHING.



AUTOMATED

Application: **Residential**

Swept Hopper Volume: **1.6 cu yd**

Min. Chassis GWR: **52K-78K**

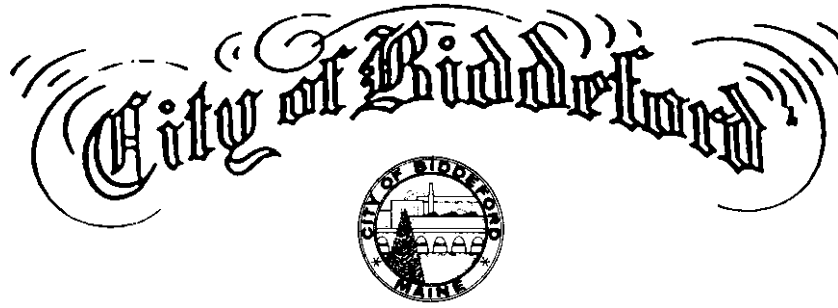
Automation may be the goal. The reality may be that some manual collection is needed. When you need productivity and flexibility, the MA answers the call. This innovative Manual-Automated Side Loader is ready for both worlds and everything in between. A simple-to-operate, automated arm handles any residential route with ease—even when extras are present. Low sill height allows the loading of bulky items. Command Zone™ multiplexed controls—with body mounted touch pads—integrate the control of the packer, pump, and arm to ensure seamless productivity. McNeilus Street Smart Parts™ (SSP) cart tippers allow for street-side and curbside flexibility, elevating the performance possibilities of strictly manual collection.



Body Capacity: **20-31 cu yd**

Dump Cycle: **6-8 seconds**

Can Specs: **30 gal-110 gal**



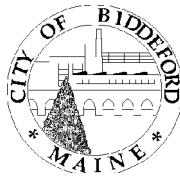
2018.40

IN BOARD OF CITY COUNCIL....MAY 1, 2018

BE IT ORDERED, that the City Manager be authorized to sign a contract with Shaw Brothers Construction of Gorham Maine for the installation of underground utility conduit in the City park area located adjacent to the former Bank of America building as part of the improvements required for the Lincoln Street area reconstruction Project in the amount of \$29,557.65, which includes a \$5,000 allowance for ledge removal, funding for this work to be provided in part from the MDOT BPI grant received by the City with the required City match amount from City TIF account.

.

NOTE: The Finance Committee will review this item at their May 1, 2018 meeting.



City of Biddeford, Maine

TO: Finance Committee

FROM: Tom Milligan, P.E. City Engineer

DATE: April 25, 2018

SUBJECT: Lincoln Street Rehabilitation Project 2018, City Goal 2018-37

Cc: Alan Casavant, Mayor; James Bennett, City Manager; John McCurry, Council President; Jeff Demers, Director of Public Works; Roger Beaupre, Police Chief; Matt Eddy Economic development Director; Greg Tansley, City Planner; John Malloy

The City, as part of the Lincoln Street reconstruction project, is desirous of installing underground electrical and video detection utility conduits to serve the Lincoln Street and Main Street areas. The control cabinet is to be located on the city park site adjacent to the former Bank of America building currently being renovated by Bangor Savings. These conduits should be installed before the final site work is completed on the City park site; the site work is being done by the Bank's contractor and is planned to occur in a couple of weeks. We are proposing to use the same site contractor doing the bank site work in order to avoid having conflicts with two construction firms working on the same site and to eliminate any potential of conflicts/warranty issues relating to the site work done if two different contractors are involved.

Therefore, we are respectfully requesting that we be allowed to enter into a sole-source procurement contract with Shaw Brothers Construction, the Bank's site contractor, to install the underground utility conduits.

Doing the conduit installation work before the installation of the site improvements (walkways, landscaping, loam and seed) will reduce costs. If the conduit installation work is not done until after the site improvements are installed and completed, then it will require the removal of sections of those improvements already completed and the replacement of such.

The cost for the work is \$29,557.65 which includes a \$5,000 allowance for ledge removal. Based on our analysis of the numbers and work involved, the cost as provided seems reasonable. One third of the funding for the work will come from the MDOT BPI grant received by the City with the required City two thirds match coming from the City TIF account.

Staff is respectfully requesting that the Finance Committee review and take action on this item at its May 1, 2018 meeting.

WOODMAN EDMANDS DANYLIK AUSTIN
SMITH & JACQUES, P.A.

ATTORNEYS-AT-LAW

ROBERT B. WOODMAN
THOMAS DANYLIK
RALPH W. AUSTIN
JAMES B. SMITH
KEITH R. JACQUES
MICHAEL J. O'TOOLE
HARRY B. CENTER II
SANDRA L. GUAY
AMY McNALLY

234 MAIN STREET
P.O. BOX 468
BIDDEFORD, ME 04005-0468
TELEPHONE: 207-284-4581
FAX: 207-284-2078
E-MAIL: KRJ@woodedlaw.com

PETER L. EDMANDS
(Retired)

April 13, 2018

Cory Grattelo
288 Granite Street
Biddeford, ME 04005

**RE: Notice of Potential Taking of Avigation Easements by Eminent Domain
Pursuant to 6 M.R.S. §122**

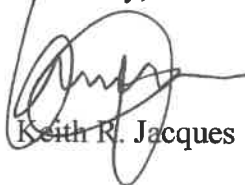
Dear Mr. Grattelo:

I am the City Solicitor for the City of Biddeford, Maine. Enclosed is a notice regarding the City Council meeting on May 1, 2018. At that meeting, the City Council will consider taking by eminent domain an avigation easement acquiring air rights over your property. You previously have received communications from Matthew Caron of Gale Associates regarding the avigation easement.

I have enclosed for your review the proposed avigation easement, the avigation easement appraisal report, an easement map, and photos of your property showing the proposed avigation easement.

Please do not hesitate to contact me if you have any question.

Sincerely,



Keith R. Jacques

KRJ/cem

Enc.

cc: Carmen Morris, City Clerk
United Wholesale Mortgage

**CITY OF BIDDEFORD
NOTICE OF CITY COUNCIL MEETING**

TO:

Cory Grattelo
288 Granite Street
Biddeford, ME 04005

Map 19, Lot 18-1
YCRD Book 16601, Page 457

John Dee
6 Lizotte Avenue
Biddeford, ME 04005

Map 19, Lot 16-2
YCRD Book 8206, Page 313

Robert Dee, Jr.
272 Granite Street
Biddeford, ME 04005

Map 19, Lot 16-1
YCRD Book 1680, Page 149

Ryan and Erin Huntington
262 Granite Street
Biddeford, ME 04005

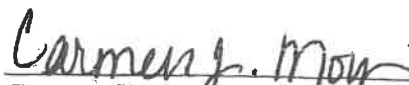
Map 19, Lot 20
YCRD Book 17126, Page 203

And all other persons having an interest in the above-described premises or in the taking of certain avigation easements by eminent domain.

**RE: Notice of Potential Taking of Avigation Easements by Eminent Domain
Pursuant to 6 M.R.S. §122**

You are hereby notified that the City Council of the City of Biddeford at its May 1, 2018 City Council Meeting commencing at 6:00 p.m. in the City Council Chambers, Biddeford City Hall, 205 Main Street, will determine whether to take by eminent domain certain avigation easements, copies of which are available at the Biddeford City Clerk's Office, over the above four properties for the public purpose of providing unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport. Public comment will be heard in accordance with the Rules of the City Council.

DATED at Biddeford, Maine this 13th day of April, 2018.


Carmen J. Morris, City Clerk

Avigation Easement

KNOWN ALL PERSONS BY THESE PRESENTS, that at a duly called meeting of the Biddeford City Council on May 1, 2018, the City Council pursuant to 6 M.R.S. §122, voted to acquire by eminent domain for public purposes the following avigation easement over property owned by Cory Grattelo, of Biddeford, Maine (hereinafter "Grattelo"), situated at Granite Street in the City of Biddeford, County of York, State of Maine, being more particularly described in a deed dated May 16, 2012 and recorded in the York County Registry of Deeds in Book 16601, Page 457 (hereinafter "Grattelo's Property"), and to pay just compensation in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) for said avigation easement:

A perpetual easement, appurtenant to the Biddeford Municipal Airport, (sometimes hereinafter, the "Airport"), for the unobstructed passage of all aircraft in and through all airspace located above the Imaginary Plane (as defined below) located at or above the surface of Grattelo's Property depicted by "cross hatching" as "Avigation Easement No. 10" on the Plan defined below, (sometime hereinafter, "Avigation Easement Area"):

Avigation Easement No. 10, meaning and intending to describe a portion of the premises as described in the deed of Thomas G. Fleurent to Cory Grattelo, dated May 16, 2012, and recorded in the York County Registry of Deeds in Book 16601, Page 457, and further identified as Tax Map 19, Lot 8-1 on that certain plan of land entitled "Easement Map for the Biddeford Municipal Airport", with a scale of 1" = 60', dated July 26, 2017, prepared by Maine Boundary Consultants, and recorded in the York County Registry of Deeds as Plan Book _____, Pages _____, and more particularly described as follows:

Beginning at a point, being along the southwesterly boundary line of the land now or formerly of The City of Biddeford as described in the deed recorded in the York County Registry of Deeds in Book 1801, Page 418, said point being labeled as "POB 10" on the "Easement Map for the Biddeford Municipal Airport", and being N 52°00'33" W, along said City of Biddeford property, 35.72 feet, from a found 1" iron pipe, said 1" iron pipe being at the westerly most corner of land of Kathy J. Warren, as described in the deed recorded in the said Registry in Book 15496, Page 1, and the southerly corner of said City of Biddeford property;

Thence S 46°40'31" W, through the land of Grattelo herein, 65.41 feet, to a point, and to the land of Michael B. Gaudette and Elizabeth N. Farley, as described in the said Registry in Book 15027, Page 138;

Thence N 53°25'04" W, along said Michael B. Gaudette and Elizabeth N. Farley, 13.63 feet, to a point, and other land now or formerly of The City of Biddeford as described in said Registry in Book 1623, Page 24;

Thence N 38°48'35" E, along said City of Biddeford property, 65.00 feet, to a point and first mentioned City of Biddeford property;

Thence S 52°00'33" E, along said City of Biddeford, 22.58 feet, to the point of beginning;

Containing 1,170 Square Feet, more or less.

The Basis of Bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Cors96) Epoch 2002, using an Altus APS-3 RTK GPS (Global Positioning System) receiver correcting using the NOAA Online User Positioning User Service (OPUS). The point of beginning of the easement described herein above is at a coordinate of NORTH 231376.4159, EAST 2873100.9002, and is N 70°20'26" E and 570.16 feet, from the Runway 24 End Point of the Biddeford Municipal Airport. The said Runway 24 End Point of the Biddeford Municipal Airport is at a coordinate of NORTH 231184.595, EAST 2872563.972. The 2017 magnetic Meridian determined by hand compass was found to be 15°30'±, West of GRID NORTH.

The airspace conveyed by this Avigation Easement is all of that airspace located above the Avigation Easement Area on and above an imaginary plane that is described as follows:

The Airspace above said Avigation Easement (hereinafter called the Approach Surface), is the same imaginary surface as described in the Title 14 CFR Part 77- Safe, Efficient Use, and Preservation of the Navigable Airspace. The starting point of the Approach Surface begins on the Runway 6-24 centerline (said Runway 6-24 centerline is defined as the line between the Runway 6 End Point at a Latitude of 43°27'39.59" N, and a Longitude of 70°28'33.91" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 228919.763, EAST 2870597.633, and an elevation of 146.5 feet above Mean Sea Level, and the Runway 24 Endpoint at a Latitude of 43°28'02.03" N, and a Longitude of 70°28'07.36" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 231184.595, EAST 2872563.972, and an elevation of 154.8 feet above Mean Sea Level, as listed on Sheet 2 of 8 of the "Airport Master Plan Update, Biddeford Municipal Airport," dated February 2005, by Dufresne-Henry), at a point 200 feet northeasterly from the said Runway 24 Endpoint. The approach surface is 500 feet in width at its starting point and then rises upward and outward from its starting point in the northeasterly direction at a rate of 1-foot vertical for each 20 feet horizontal, widening uniformly to 1,500 feet (on a horizontal plane) in width at a point 5,000 feet (on a horizontal plane) from said starting point.

Said Avigation Easement shall be appurtenant to and for the benefit of the real property known as Biddeford Municipal Airport, including any additions thereto wherever located, and any and all persons, firms or corporations operating aircraft to and from the Biddeford Municipal Airport.

This Avigation Easement is for the purpose of acquiring air rights to provide unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport.

This Avigation Easement includes all things which may be alleged to be incident to or resulting from the use and enjoyment of said Avigation Easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grattelo's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft landing at, or taking off from, or operation at or on said Biddeford Municipal Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.

This Avigation Easement hereby includes the City of Biddeford, Maine's continuing right and duty to prevent the erection or growth upon Grattelo's Property of any building, structure, tree, brush, shrub, or other natural or man-made objects, penetrating or extending into the airspace at or above the aforesaid Imaginary Plane, or, in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the City of Biddeford, as an alternative, to mark and light as obstructions to air navigation, any such buildings, structures, tree, brush, shrub, or other natural or man-made objects now upon, or which in the future may be upon Grattelo's Property, together with the right of ingress to, egress from, and passage over Grattelo's Property for the above purpose.

To have and to hold said Avigation Easement, and all rights appertaining thereto unto the City of Biddeford, its successors and assigns, until said Biddeford Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

IN WITNESS WHEREOF, the CITY OF BIDDEFORD has hereunto set its hand and seal this _____ day of the month of May, 2018.

CITY OF BIDDEFORD

James A. Bennett, City Manager

STATE OF MAINE
YORK, ss.

May , 2018

Personally appeared before me the above named James A. Bennett, City Manager for the City of Biddeford, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Biddeford.

Before me,

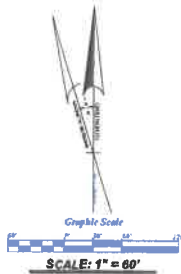
Notary Public



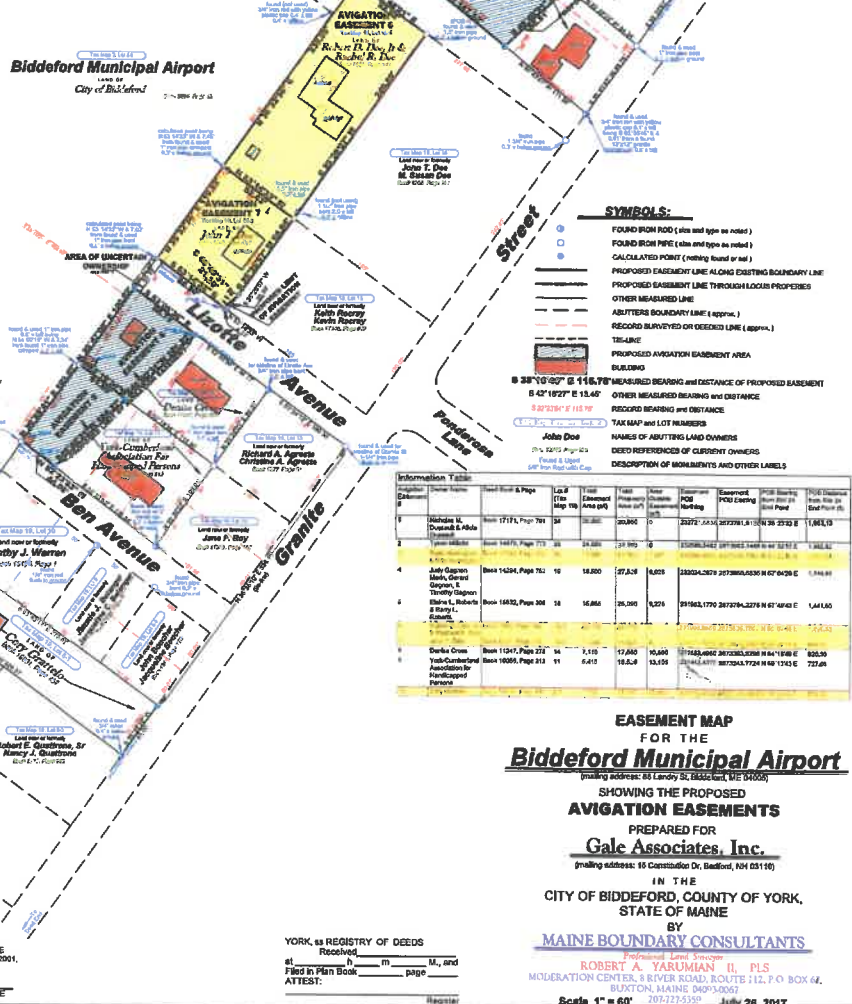
288 Granite St. Parcel 19-8-1

Approximate Easement Area

This plan is for planning purposes only and not intended for public consumption or recording purposes

**REPORT NOTES:**

- [illegible]





Legend

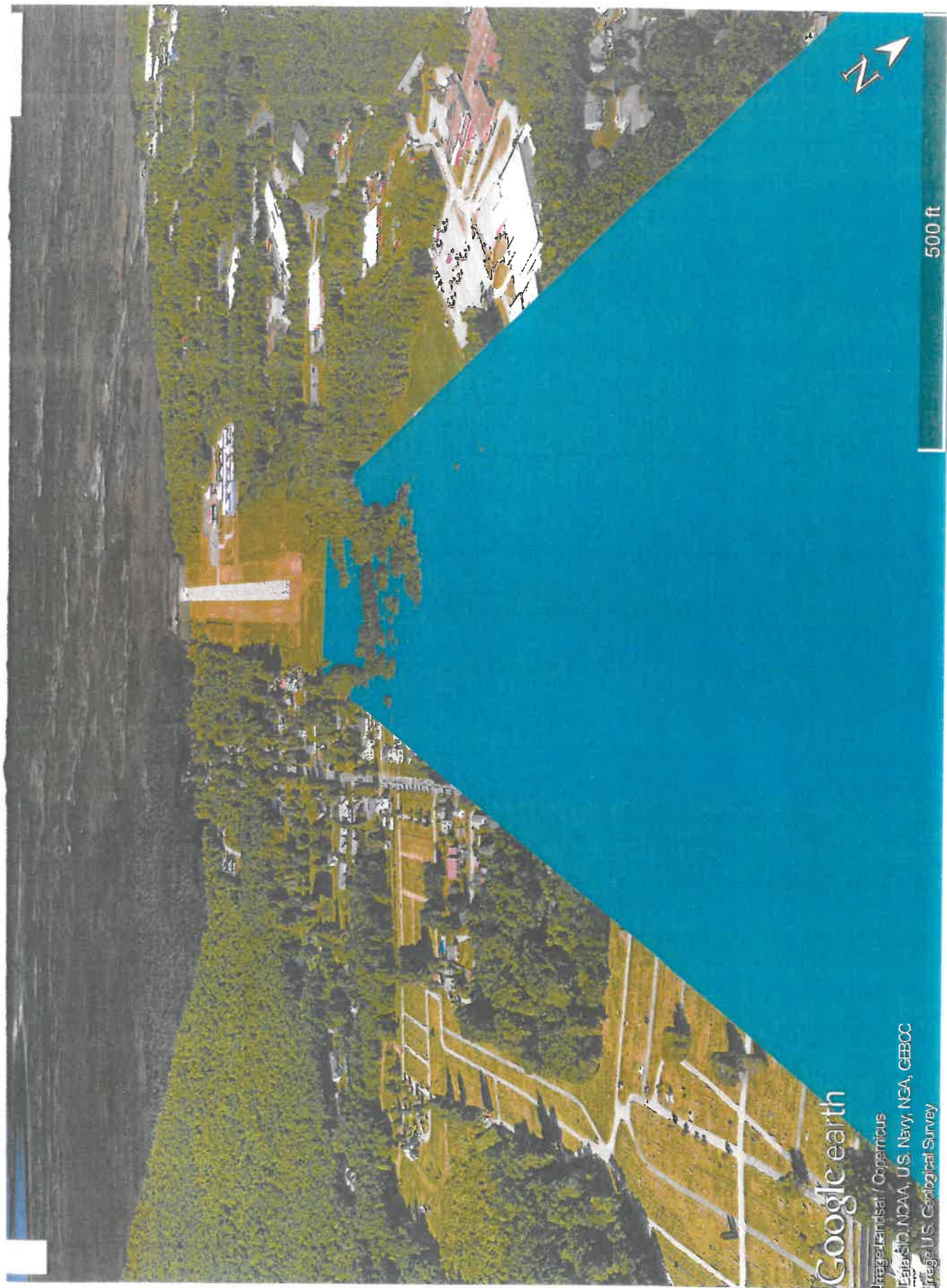
Untitled Map

Google Earth

Image © 2013 Maine Geographic

500 ft

Legend



AVIGATION EASEMENT APPRAISAL REPORT
OF

Cory Grattelo
288 Granite Street
Biddeford, Maine

Property Proximate
Biddeford Municipal Airport
Biddeford, Maine

Prepared For:

Mr. Matthew Caron, AICP
Senior Planner
Gale Associates, Incorporated
15 Constitution Drive
Bedford, New Hampshire 03110

Consultants To:
City of Biddeford
Airport Commission
Biddeford, Maine

Prepared By:

Donald S. Welinsky, MAI
Appraisal & Advisory Consultants
Post Office Box 708
Marshfield, Massachusetts 02050

Donald S. Welinsky, MAI
APPRAISAL & ADVISORY CONSULTANTS

August 1, 2017

Mr. Matthew Caron, AICP
Senior Planner
Gale Associates, Incorporated
15 Constitution Drive
Bedford, New Hampshire 03110

Re: Property of Cory Grattelo, 288 Granite Street, Biddeford, Maine

Dear Sir:

In accordance with your request, I have undertaken an appraisal of the above property identified as City of Biddeford Assessor's Map 19 Lot 8-1 situated westerly of the Biddeford Municipal Airport, Biddeford, Maine.

The purpose of the appraisal is to estimate the damages of a proposed avigation easement within the real estate, described above, and has been appraised subject to existing encumbrances of record.

After a complete inspection of the above property and general locus and after having considered all pertinent data affecting the valuation I am of the opinion that the damages related to the proposed avigation easement impacting the subject property, as of June 17, 2017, is estimated at:

\$15,000
(FIFTEEN THOUSAND DOLLARS).

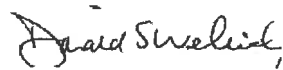
The appraiser has no undisclosed interest in this or any other property which would influence the values found or the conclusions reached. The values indicated in this report bear no relation to the fee charged for this appraisal.

This appraisal has been made for the exclusive use of Gale Associates, Incorporated, (intended users) as consultants to the Biddeford Municipal Airport of the City of Biddeford. Its use by other persons or for other purposes is strictly prohibited. The use of part of this report without the consideration of the whole is strictly prohibited and this appraisal, when used in this manner, is null and void and of no effect. The intended use of the report is to provide guidance in the acquisition of the specified interests in the real estate proposed to be acquired.

Your attention is directed to the attached appraisal report containing the results of my investigation and subsequent value estimate.

Thank you for the privilege of serving you.

Respectfully submitted,



Donald S. Welinsky, MAI
Maine Certified General
Real Estate Appraiser Lic. No. TL3726

DSW/jk

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised:	288 Granite Street, Biddeford, Maine
Owner:	Cory Grattelo
Appraisal Date:	June 17, 2017
Purpose of Appraisal:	Estimate damages of the proposed avigation easement
Total Land Size:	± 21,730 square feet
Area Proposed to be Encumbered by Avigation Easement 19-18-1:	±4415 square feet
Improvements:	Residential single family dwelling
Zoning:	R1A
Assessor's Reference:	Map 19 Lot 8-1
Legal Description:	Book 16601, Page 457 York County Registry of Deeds
Highest and Best Use:	Present Use - Residence
Damages attributed to Avigation Easement:	\$15,000

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ADDENDA

Subject Photographs

Market Data Detail

Zoning Map

Subject Deed

Subject Plan

Letter Addressed To Property Owner

Market Sales Location Map

Qualification of the Appraiser

STATEMENT OF LIMITING CONDITIONS

This appraisal is subject to the and limited by the following conditions:

1. The appraiser assumes no liability in matters of title but assumes that the title is marketable. Matters of title are legal in nature and not within the scope of the appraiser's investigation.
2. Certain information furnished by others to the appraiser has been obtained from sources other than his own records. While every effort has been made to verify this information obtained from sources believed to be reliable, no liability is assumed on account of erroneous information furnished by others.
3. There are no known special restrictions applying to the use, sale, rental or occupancy of the property other than applicable Laws of the City of Biddeford and the State of Maine.
4. This appraisal is to be used in whole and not in part. No part of it may be removed.
5. Possession of this report does not confer upon the possessor the right of publication.
6. The value reported herein is expressed in terms of United States currency and is based on the purchasing power of the dollar on the date of valuation.
7. Disclosure of the contents of this appraisal is governed by the By-Laws of the Appraisal Institute.
8. Neither all or any part of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is associated, or any identity of the Appraisal Institute or the MAI or RM designations) shall be disseminated to the public through advertising without prior written consent and approval of the writer.
9. No court testimony or appearance in court is required by reason of this report unless an arrangement has been made for such testimony.
10. No consideration has been given to hazardous waste or other factors affecting

environment quality; no testing of any kind was performed or contracted for, and no representation or warranty is made by the appraiser as to the presence or absence of hazardous substances in the subject land and/or its proposed improvements.

11. I have assumed that the property will be operated in accordance with all regulations under which it is governed.
12. Where differences exist between the Assessor's records and independent research within the York County Registry of Deeds, the appraiser has generally relied upon a physical survey completed by Maine Boundary Consultants, dated July 13, 2017 entitled "Easement Map" - Biddeford Municipal Airport Showing the Proposed Avigation Easements".

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the damages attributed to a proposed avigation easement as described herein, as of June 17, 2017. Intended user of this report is Gale Associates, Incorporated as consultants to the City of Biddeford Airport Commission. The intended use of the report is for guidance with respect to establishing the damages attributed to the defined interest to be used for possible acquisition and/or transfer of the defined rights.

DEFINITION OF MARKET VALUE

"Market Value means the fair value of property as between one who wants to purchase and one who wants to sell; not its speculative value; not value obtained from the necessities of another. It is what it would bring at a fair public sale, when one party wanted to sell and the other to buy."¹

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their

¹Palmer vs Lumbering Association, 90 Maine, 193

best interest;

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto: and;
5. the price represents the normal consideration of the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

DEFINITION OF AVIGATION EASEMENT

Generally references the right to use the air space above a specific height for the flight of aircraft; may prohibit the property owner from using the land for structure, trees, signs, stacks above a specified height, or other specified use. The degree of restriction is dictated by the terms and conditions of the easement, which may reflect the glide angle required to use the airfield's runway safely.²

From another general perspective, the FAA definition is as follows: An avigation easement is a conveyance of a specified property interest for a particular area that restricts the use by the owner of the surface and yet assures the owner of the easement the right and privilege of a specific use contained within the easement document. When acquisition in fee title is not necessary, an avigation easement may be appropriate to secure airspace for airport and runway approach protection and for noise compatibility programs.

Such easement rights may consist of the right-of-flight of aircraft; the right to cause noise, dust, etc.; the right to remove all objects protruding into the airspace together with the right to prohibit future obstructions in the airspace; and the right of ingress/egress on the land to exercise the rights acquired. The easement may also contain any number of additional restrictions as the airport owner deems necessary.

The specific wording applicable to the avigation easement relative to acquired rights and those rights that will remain undisturbed or preserved by the fee owner has not been finalized but essentially consists of the right to clear vegetation that penetrates the glide plane and that within proximity of the plane.

²The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010

SCOPE OF APPRAISAL

The problem as defined is to estimate the market value of an aviation easement within the subject property which contains a total of ±4415 square feet which constitutes 20% of the entire parcel proposed to be encumbered by an aviation easement in accordance with the previously exhibited plan.

The client, Gale Associates, Incorporated, acting as consultant to the Biddeford Airport Commission of the City of Biddeford intends on using this appraisal report opinions and conclusions as guidance in the acquisition of the partial interest as an integral part of the Biddeford Airport Improvement Project.

The scope of this appraisal is to inspect the subject property, analyze market conditions, collect pertinent data, and form an opinion of the properties' market value relative to the proposed acquisition. This involved discussions with municipal officials, property owners, developers, real estate agents, and appraisers. Information gathered from these investigations was used as a basis for determining a highest and best use opinion for the subject property and comparables data incorporated within the valuation which constitutes the "Before Value" prior to the possible impact of the proposed aviation easement. The "After Value" incorporates perceived evidence of the impact resulting from the acquisition of the aviation easement or clearance easement. Subsequently the difference between the before and after value estimates reflects the estimate of the damages.

In developing a value estimate, I have exclusively employed the Sales Comparison Approach to value regarding the before value of the fee interest of the subject property and the after value which is encumbered by the aviation easement. The analysis is presented within subsequent sections.

DESCRIPTION AND ANALYSIS

LOCATION AND NEIGHBORHOOD DESCRIPTION

The subject property is situated in the south central section of Biddeford, Maine approximately 12 miles south of the greater Portland area and about 30 miles north of the New Hampshire-Maine border.

Physically, the region is identified as the Saco-Biddeford area with Biddeford bordered by Saco River and Saco, Interstate 95 to the west, Scarborough to the north and Arundel and Kennebunkport to the south and the Atlantic Ocean to the east. The Portland MSA has evolved to a diversified economic base to include health care and social assistance, retail trade, accommodation and food service, educational services and manufacturing. Principal highways are Interstate 95 (Maine Turnpike) which bisects central Biddeford and the secondary highway of U.S. Route which intersects the city and reflects a significant business corridor. Rail links are available which include passenger service to Portland and Boston, Massachusetts. Commercial usage is generally associated with secondary state highways that traverse the town and a perceived revitalization of the Central Business District (CBD). In summary, transportation corridors provide ready access to the region creating a positive attribute.

Population within this community increased modestly from 2000 (20,710 persons) to 2010 (21,277 persons) according to the U.S. Census Bureau reflecting a 1.6% increase during the decade. Comparatively York County population increased 5.6 % during the same period. According to Town Charts Demographic Data, population has remained virtually unchanged since 2010. According to the American Community Survey (ACS) of the U.S. Census the median household income was reported at \$43,060 compared to a per capital income of \$24,695. Labor force as of May-2017 (Biddeford) is 12,039 with an improved unemployment rate of 3.0% compared to the county at 2.9%.

Current statistics relative to the single family housing market are limited with the following data extracted from available sources.

According to the Maine Association of Realtors, as reported in the Portland Press Herald June 22, 2017, limited housing supply has had a positive influence on the market. Statewide, the number of units sold declined 5.61% while the median price increased 4.32% during the period Mar 2017 to May 2017. More specifically, York County representing Realtor sales of 675 versus 748 during the same period of 2016 reflects a 9.76% decrease as detailed within the following chart.

	No. Units Sold		% Change	Median Price	Median Price	% Change
	Mar 2016 May 2016	Mar 2017 May 2017		Mar 2016 May 2016	Mar 2017 May 2017	
Statewide	4046	3819	-5.61%	\$185,000	\$193,000	4.32%
York County	748	675	-9.76%	\$230,000	\$247,500	7.61%

From another perspective, I have utilized the City of Biddeford Assessor's sales records (all transactions) with an attempt to extract only single family sales that were classified as "arm's length" for the period Jan through March 2016 compared to Jan through March 2017. The findings are as follows:

Period	No. Sales in Sample	Mean Sale Price	% Change
Jan-Mar 2017	35	\$250,416	3.1%
Jan-Mar 2016	50	\$242,835	-----

Both the median price of the realtor's survey and the mean price of the sales reports of the Biddeford Assessors are in relatively close proximity. It appears reasonable that appreciation in the housing market has been demonstrated. Giving equal weight to both surveys, a 5% appreciation factor will be incorporated in the market data adjustment process.

The subject property is located westerly of the Biddeford Municipal Airport within a general locus comprised of mixed style single family dwellings that typically range in age from 30 to 40 years interspersed with homes of a more recent vintage. Most recent development within this locus is situated on the easterly side of Granite Street Extension consisting of eight lots with active construction within Blackthorne Drive off Cornerstone Drive. The area is essentially fully built out and considered stable with no perceived changes evident. The major land uses within this area is the Biddeford Municipal Airport and St. Joseph Cemetery on the westerly side of Granite Street Extension at the intersection of West Street.

Property Description

The subject property is located at 288 Granite Street and contains a total land area of ±21,730 square feet and is improved with a Colonial style dwelling containing 2532 square feet of living

area dedicated to a use as a single family dwelling.

The improvements were constructed circa 1997, according to municipal records with the following particulars:

Foundation:	masonry
Structural:	wood frame
Rms/Brs/Baths:	8/3/1.5 + ½
Exterior Walls:	vinyl siding
Heat System:	hw/oil fired
Utilities:	municipal
Overall Condition:	Good; two-car attached garage; open frame porch; patio, gas FP

The proposed avigation easement impacts 20% of the entire parcel with an estimated area under the easement of 4415 square feet. The improvements are an integral part of the proposed easement area with no negative impact regarding the continued use and enjoyment of the improvements in a manner consistent with its current utilization. The parcel proposed to be encumbered by the avigation easement is 599.16 feet from the threshold at the southern extremity of the runway. At this point, the Runway Approach Surface (that area above) would be an integral part of the avigation easement. Based on the available preliminary provided plans, the elevation within that area proposed to be encumbered by the avigation easement is ±161 feet above M.S.L. and the elevation of the plane, predicated on the design slope ranges from ±166 feet to ±170 feet M.S.L.. As a consequence the approximate distance from the ground elevation to the bottom of the Runway Approach Surface (plane) ranges from 5 to 9 feet M.S.L..

ASSESSMENT AND TAX DATA

According to the records of the Biddeford Assessor's Office, for the tax year 2016-2017 with an assessment date of April 1, 2016, the following information is pertinent:

Assessed to:	Cory Grattelo
Mailing Address:	288 Granite Street, Biddeford, ME 04005
Location:	288 Granite Street
Identification:	Assessor's Map 19 Lot 8-1

Assessment	FY 2016-17
Land	\$68,500
Improvement	\$177,400
Total Assessment	\$245,900
Tax Rate Per Thousand	\$19.86
Total Taxes	\$4,883.57

The bi-annual tax dates are October 12, 2016 and April 13, 2017.

HISTORY OF SUBJECT PROPERTY

The subject property was acquired from Thomas G. Fleurent as recorded at York County Registry of Deeds in Book 16601, Page 457 dated May 16, 2012 with consideration stated at \$262,000 according to municipal tax records.

ZONING

Based on the Zoning Ordinance of the City of Biddeford, the current applicable zoning of the subject property is R1A (single family), the following Dimensional Requirements currently in effect:

Minimum Lot Size:	10,000 S.F.
Minimum Lot Frontage:	100 Feet
Minimum Front Yard:	25 Feet
Minimum Side Yard:	10 Feet
Minimum Rear Yard:	10 Feet
Maximum Height:	35 feet Minimum - 3 Stories
Coverage	None

Potential usage would necessarily conform to these intensity regulations. This district is limited to single-family residential uses similar to the SR-1 Zone (lower density) but with a smaller lot size. These areas are served by sewer and water and are best characterized as in-town single-family neighborhoods. The current use and intensity regulations are considered legal conforming.

HIGHEST AND BEST USE

Highest and best use can be defined as that use which, at the date of the appraisal, is most likely to produce and/or support the highest present worth and/or highest net income to the land and/or improvements over a stipulated period of time, which considers:

1. its possible use or those uses which are physically possible for the site in question;
2. its permissible [legal] use or those uses which are permitted by zoning and deed restrictions of the site in question;
3. its feasible use or those possible and permissible uses which will produce the highest net return to the owner of the site under current and projected market conditions;
4. that use among the alternatives possible - permissible and feasible uses - that will produce the highest net return or highest present worth, in essence the result that is maximally productive.

Highest and best use that would comply with the underlying components of the definition and be physically possible, legally permissible and be economically feasible is represented by its present use as a single family residence.

VALUE PREMISE

There are potentially three methods to be utilized in the real estate appraisal process: cost approach, income approach, and the market data approach. This appraisal will rely solely on the value indication developed by utilizing the market data approach. This approach to value is generally accepted as the most reliable and, in this instance, represents the only viable means of estimating value.

Conceptually and ideally, the preferred methodology in the valuation of aviation easements concentrates on a before and after value estimate wherein the before value reflects the existing site characteristics including proximity to the airport but without imposition of the proposed aviation easement. The after value incorporates the same site characteristics together with the aviation encumbrance. The difference between the before and after values reflects the value attributed to the taking - aviation easement.

Application of the market comparison approach simply incorporates comparative qualified data that represents market conveyances that are characteristically as similar to the subject as possible and subsequently adjusted for differences that exist compared to the property under appraisal which serves as the standard. This typical application is straightforward wherein the differences in physical and legal property characteristics are closely aligned.

The only tenable method of valuation is delegated to a comparative analysis of market data that display similar characteristics compared to the property under appraisal. Market transactions with varying utilization characteristics within Biddeford were examined and will serve as the basis for a comparative analysis.

The improvements are not directly impacted by the proposed avigation easement. This appraisal, however, will concentrate on the value of the real estate from the perspective of a before and after value. In essence, the value before incorporates a fee simple perspective with the after value evaluated with the added encumbrance (avigation easement).

Fractional interest within the scope of this assignment references an avigation easement which has characteristics in common with other partial interests which include, but are not limited to:

- temporary easements
- permanent easement (drainage, utility, slope and similar)
- archeological easements
- conservation restriction
- agricultural preservation restriction (APR)

In all instances the transfer of partial rights in fee reflects a component of the fee simple interest. Under some circumstances the value estimate for fractional interest is achieved with a high degree of certainty. For example, an APR value is initiated with the fee value unencumbered predicated on the Highest and Best Use and incorporates market related transactions that display similar characteristics as the subject and are adjusted for parity with the subject that serves as the standard. In summary, the fee value is based on that use that produces the greatest net return to the underlying land. The agricultural rights value is determined based on the highest and best economic agricultural use. The difference between the fee simple unencumbered value and the residual agricultural value is attributed to the “development rights” which is reasonably straightforward with each value attainable by qualified market evidence. Further, temporary easement values are equivalent to a fair annual return based on the length of the temporary easement and probably incorporates a discounting to reflect that payments are generally in advance. From another perspective, a permanent easement typically includes a perceived allocation of the fee

value to the specific permanent easement presuming that the encumbrance does not result in damages (ie: severance damages) to the remaining land mass. Several factors influence the value attributed to the permanent easement and often requires interpretation in that determination. Empirical evidence is generally lacking and reliance must incorporate subjectivity predicated on the experience of the practitioner.

In the subject instance, the appraisal problem is two fold: first to estimate the before market value of the fee interest and secondly to estimate the after value with the imposition of the avigation easement. Proximity to the airport already exists and any negative impact is incorporated within the before and after values and has no consequence relative to the value of the avigation easement.

With respect to potentially developable land the imposed restrictions (conservation restriction) often result in a loss of value to the fee interest in the range from 75% to 95% due to the fact that the absolute majority of the value is attributed to the land's potential to support a high degree of utility as building site(s). Its residual value is essentially limited to its value as open space, where its utility or ability to generate income from potential development has been removed from the rights of ownership. An APR has a residual value for agricultural purposes and is easily quantifiable.

Regarding the after value of the property with the proposed avigation easement without empirical evidence that would demonstrate the negative impact associated with the avigation easement, the only alternative is to incorporate the qualified market evidence utilized in the fee simple before value and attempt to qualify the impact, on a case by case basis, of the avigation easement given proximity of the clear zone, which determines the imposition of height restriction due to the glide plane angle and impact of vegetation removal (which may provide a buffer to the airport) as an underlying component of the avigation easement.

ANALYSIS OF MARKET SALES - BEFORE VALUE

MARKET DATA APPROACH

The market data approach provides a useful analytical tool which attempts to abstract from similar property sales a common denominator expressed as sales price per physical unit and is subsequently adjusted to reflect the characteristics of the subject, which serves as the standard. Although economists have declared an end to the recession, this modest recovery has had a profound negative affect on the real estate market. There are qualified sales within the market

from which to draw comparability. This transactional data has been extracted from the market and analyzed for this report and is considered the best available evidence.

The subject serves as the standard and the sales are adjusted to reflect parity with the subject. Where a characteristic of the subject is superior to the market sale, a positive adjustment is warranted and the converse is true.

From another perspective, limited supply of improved properties for sale enhances the need for new construction and tends to increase market prices. The best available evidence has been extracted from the market and incorporated in the comparative process. Time adjustment of sale, based on previous discussions, has been incorporated at an annual rate of five percent.

The market sales represent the most recent transactions within the general area that display, in part, similar characteristics compared to the subject.

ADJUSTED MARKET DATA SALES - BEFORE VALUE

Sale No. Location	Date	Adj.	Size (SF)	Adj.	Quality	Adj.	Location	Adj.	Other	Other Adj.	Adj.	Adjusted Sale Price
	Price		Rm/Br/Bath		Cond.		Lot Size					
1 332 Pool Street, Biddeford	Mar -16	6%	1,872	20%	Ave-Gd	---	Good	-10%	2-Car Attached Gar. entry porch; deck (rear); built 1990	---	16%	\$286,500
	\$247,000		6/3/2/		Good		.46 acres					
2 2 Arrowwood Drive Biddeford	Dec-16	3%	1,596	25%	Good	-10%	Good	-5%	Full basement; 50% finished; 2 level open frame porch; deck (rear); built 2008	5%	18%	\$292,400
	\$247,800		6/3/1.5		Good		10,261 sf					
3 29 Parkside Drive Biddeford	Mar-16	6%	1,854	20%	Good	-10%	Good	-5%	2-car attached garage; full basement; wd deck (rear); gas FP; built 2004	---	11%	\$281,400
	\$253,500		6/3/2.5		Good		.35 acres					
SUBJECT 288 Granite Street			2,532		Ave-Gd		Ave		2-Car attached Gar; frame porch; patio; gas FP; built 1997			
			8/3/1.5 +1/2		Good		21,730					

Adjusted market sales range from \$281,400 to \$292,400. With greater emphasis on the mid-range, the before market value is indicated at \$285,000.

ANALYSIS OF MARKET SALES - AFTER VALUE

After completing an exhaustive search of airports similarly located, no evidence was uncovered regarding the acquisition of avigation easements from which quantitative data could be extracted. Obviously from a theoretical perspective the best evidence in the valuation of easements would be qualified evidence abstracted from the market relative to the impact on value directly related to imposition of an avigation easement.

Without empirical evidence, the only alternative is to examine the components within an after value and attempt to qualify the perceived impact on value after the imposition of the avigation easement within the categories of:

- the presence of the easement into perpetuity surviving a transfer of the property right and its recordation within the respective registry of deeds;
- the possible impact on the property from a marketing perspective;
- and the inability to allow vegetation to exceed particular elevations depending on its location and proximity to the airport.

Legal Ramifications: Rights conveyed to the airport (avigation easement) allow entry to the property and cutting of vegetation within with the rear most section of the site. Depending on the type of vegetation, this process is ongoing and continuous as growth of vegetation continues. Due to the proposed avigation easement impacting only a minor portion of the subject property, an adjustment in value for this category in the amount of 1% appears reasonable.

Marketing Perspective: Given two similar properties with identical characteristics except that one is encumbered with an avigation easement and the overall complexity inherent in the recorded document together with the lack of knowledge of the buyer to understand the document negatively impacts the property in a manner that must be qualified and considered. The impact from a market perspective is less severe than perceived by the general public because of the lack knowledge as to the ultimate consequences of the intent of the easement. However, a negative impact is indicated in the amount of 2% to account for this item.

Restrictions on Vegetation Growth: Depending on location and proximity to the airport and the property owner's desire to maintain a buffer to the airport and noise generation, this factor can have a decided impact on the property after the imposition of the avigation easement

depending on several factors including but not limited to: proximity of the glide path, distance from the clear zone and horizontal distance from the centerline of the runway. In this instance, the property is impacted by a combination of: the limited area proposed to be encumbered but substantially restricted due to the height limitations attributed to the proposed easement and a 2% reduction is utilized for this factor.

The market sales chart on the following page reflects the best available evidence respecting adjustments to the sales regarding the above enumerated characteristics associated with the aviation easement.

APPRAISED VALUE OF LAND (AFTER VALUE)

SALE	LOCATION	SALE PRICE	DATE OF SALE	ADJUSTED SP Prior Chart BEFORE VALUE	AVIGATION EASEMENT ADJ	AFTER ADJ VALUE (Rnd)
1	Superior 332 Pool Street	\$247,000	Mar-16	\$286,500	-5%	\$272,200
2	Superior 2 Arrowwood Drive	\$247,800	Dec-16	\$292,400	-5%	\$277,800
3	Superior 29 Parkside Drive	\$253,500	Mar-16	\$281,400	-5%	\$267,300

After imposition of the avigation easement the adjusted market sales range from \$267,300 to \$277,800. With greater emphasis on the mid-range of the adjusted sales, the after value of \$270,000 will be utilized.

RECONCILIATION AND FINAL VALUE ESTIMATE

In the instance of the subject property, the valuation problem involves a residential single family property situated on a 21,730 square foot lot with specific attention to the value of an avigation easement encumbering 20% of the total lot area.

- Before Value\$285,000
- After Value\$270,000
- Difference.....\$ 15,000

Reliance within the appraisal process has been delegated to the market approach to value which resulted in a value range derived by application of the direct sales comparison approach incorporating a before and after value to estimate the value attributed to the avigation easement. The specific locus of the property is influenced by its proximity to the airport and is considered in both the before and after value estimates. Lacking market evidence from which a “paired sales analysis” could be undertaken, the only alternative is to examine the characteristics of the subject property after the imposition of the avigation easement and utilize what a knowledgeable buyer would consider as an appropriate adjustment for the particular change in property characteristics due to the easement.

Market sales were analyzed and adjusted to reflect differences and similarities compared to the subject in both the before and after value estimates, while the after value incorporates the perceived impact of the avigation easement encumbrance.

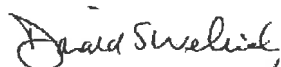
Therefore, based on the analysis within this approach, it is this appraiser's opinion that the damages attributed to the proposed avigation easement, as of June 17, 2017, are in the amount of \$15,000.

CERTIFICATION

I hereby certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have performed no services, as an appraiser or in any other capacity, regarding the property this is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause or the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- My value conclusions as well as other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- As of the date of this report, I (Donald S. Welinsky, MAI) has completed the continuing education program of the Appraisal Institute.

Damages attributed to the proposed avigation easement, as of June 17, 2017 is estimated at:
FIFTEEN THOUSAND (\$15,000) DOLLARS.



Donald S. Welinsky, MAI

CERTIFICATE OF APPRAISER

U.S. Department of Transportation Federal Aviation Administration		
CERTIFICATE OF APPRAISER		
Airport Biddeford Municipal Airport	Project Number 3-23-0009-13-2018	Parcel No. 19-8-1
Project Location 288 Granite Street, Biddeford, ME		
I hereby certify: That on <u>June 17, 2017</u> (date) [s], I personally made a field inspection of the property herein appraised and that I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal or in the data book or report that supplements the appraisal. That to the best of my knowledge and belief the statements contained in the appraisal attached hereto are true and the information contained therein upon which the opinion of value expressed below is based is correct, subject to the limiting conditions set forth in the appraisal. That I understand this market value appraisal is to be used in connection with the acquisition of land for an airport project by <u>Biddeford Municipal Airport</u> with the assistance of FAA funds or other Federal funds. That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of land for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State. That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, has been disregarded in determining the compensation for the property. That neither my employment nor my compensation for making this appraisal are in any way contingent upon the values reported herein. That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property appraised. That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said Airport or officials of the Federal Aviation Administration and I will not do so until so authorized by said officials, 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. That the conclusion set forth in this appraisal is my independent opinion of the value of the property as of the <u>17th</u> day of <u>June, 2017</u> XXXX , and that such conclusion was reached without collaboration or direction as to value. It is my opinion that the fair market value of the above captioned real property is as follows: Value before acquisition \$ <u>285,000</u> Value after acquisition \$ <u>270,000</u> Value difference \$ <u>15,000</u> The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easement in favor of _____ The opinion of value expressed above is the result of and is subject to the data and conditions described in detail in this report of <u>50</u> pages. Date of contract <u>March 17, 2017</u> Typed name <u>Donald S. Welinsky, MAI</u> Signature <u>[Signature]</u> Date <u>August 14, 2017</u> Note. - Other statements, required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal, may be inserted where appropriate.		

ADDENDA

SUBJECT PHOTOGRAPHS
View From East from Granite Street



View of Southeast

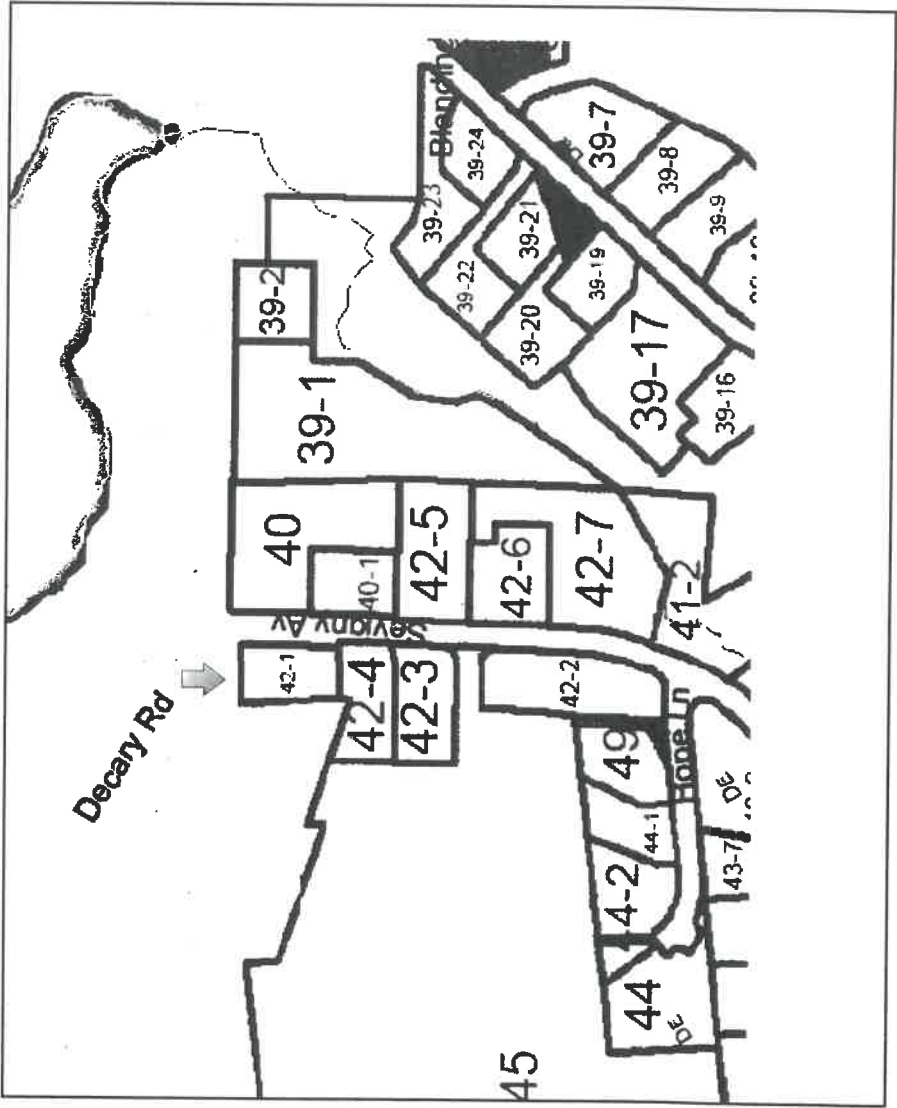


Improved Sale No. 1

Location: 332 Pool Street, Biddeford
Assessors' Identification: Map 8 Lot 42-1
Grantor: Donald R. & Priscilla M. Poisson
Grantee: Walter F. & Susan C. Sheren
Recordation: Book 17193 Page 768
Date of Sale: March 2, 2016
Mortgagee: None
Mortgage: NA
Site Area: .46 acres
Improvements: Colonial style dwelling
Gross Area of Building: 1,872 square feet
Zoning: SR1
Assessment: \$202,800
Sale Price: \$247,000
Sale Price per Unit: \$131.94 / S.F.
Confirmation: Deed, Assessor's records
Note: Colonial style dwelling built circa 1970 containing 6 rooms - 3 bedrooms - 2 full bath; contains two-car attached garage; wood deck (rear); full basement.



Improved Sale No. 1



Improved Sale No. 1

KNOW ALL PERSONS BY THESE PRESENTS THAT, WE, Donald R. Poisson and Priscilla M. Poisson, both with a mailing address of 332 Pool Street, Biddeford, Maine 04005, for valuable consideration paid, by Walter F. Sheren and Susan C. Sheren, both having a mailing address of 146 North Dixmont Road, Troy, Maine 04987, the receipt and sufficiency whereof is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said Walter F. Sheren and Susan C. Sheren, their heirs and assigns, with **WARRANTY COVENANTS**, as joint tenants, a certain lot or parcel of real property situated in the City of Biddeford, County of York, State of Maine, bounded and described as follows:

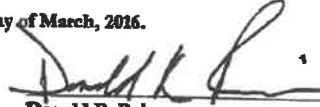
PROPERTY DESCRIBED IN "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

Meaning and intending to convey the premises conveyed to Donald R. Poisson and Priscilla M. Poisson, by virtue of a deed from Roland M. L'Heureux, Jr., Personal Representative of the Estate of Roland M. L'Heureux, Sr., dated January 11, 1993 and recorded on January 14, 1993 in Book 6403, Page 342 with the York County Registry of Deeds, this being a confirmatory deed to correct a deed deficiency in Book 3940 Page 161; and deed from Roland M. L'Heureux, Sr. to Donald R. Poisson and Priscilla M. Poisson, as joint tenants, dated December 5, 1990 and recorded on January 4, 1991 in Book 5601, Page 288 with the said Registry of Deeds.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

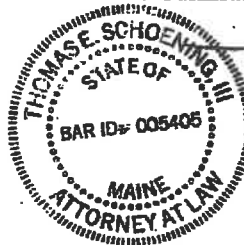
WITNESS our hands and seals this 2 day of March, 2016.

MAINE REAL ESTATE
TRANSFER TAX PAID

Witness 
Donald R. Poisson 
Witness 
Priscilla M. Poisson 

STATE OF MAINE
COUNTY OF CUMBERLAND

Personally appeared before me on this 2 day of March, 2016 the above named Donald R. Poisson and Priscilla M. Poisson and acknowledged the foregoing instrument to be their free act and deed.




Notary Public/Attorney At Law

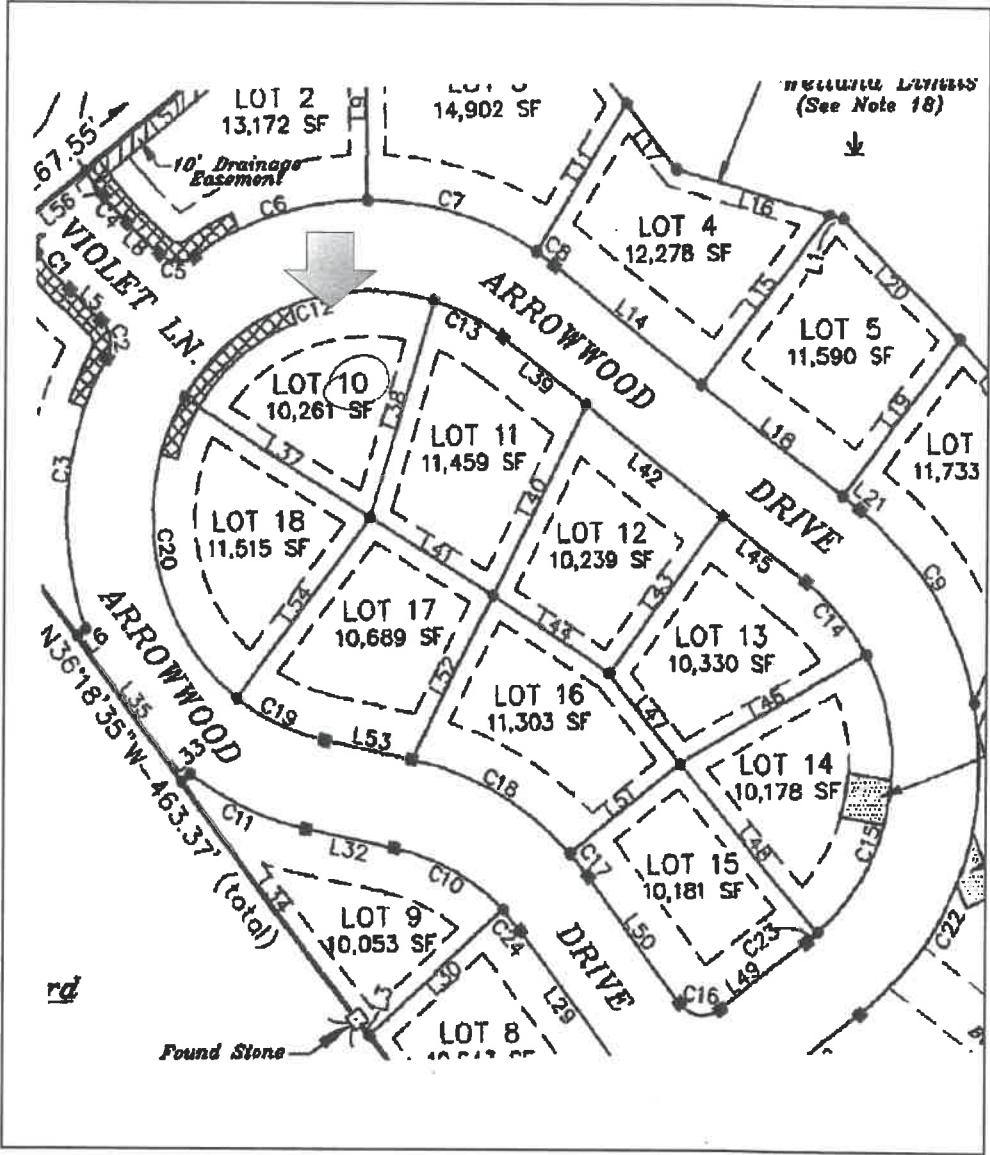
Print Name

Improved Sale No. 2

Location: 2 Arrowwood Drive, Biddeford
Assessors' Identification: Map 82 Lot 30-10
Grantor: Caitlin E. Pleau
Grantee: Joseph J. & Jennifer M. Robinson
Recordation: Book 17391 Page 427
Date of Sale: December 23, 2016
Mortgagee: Norwich Commercial Group DBA Norcom Mortgage
Mortgage: \$250,303
Site Area: 10,261 square feet
Improvements: Two-story colonial
Gross Area of Building: 1,596 square feet
Zoning: R1A
Assessment: \$204,900
Sale Price: \$247,800
Sale Price per Unit: \$155.26 / square foot.
Confirmation: Deed, MLS & Assessor's records
Note: Colonial style dwelling containing 6 rms/3 bdrs/1.5; full basement; two level open frame porch; deck (rear); built circa 2008; identified as registry Plat book 308 page 47 lot 10.



Improved Sale No. 2



Improved Sale No. 2

BK 17391 PGS 427 - 428 12/27/2016 09:23:1
 INSTR # 2016056441 DEBRA ANDERSON
 RECEIVED YORK SS REGISTER OF DEEDS

(space above reserved for recording information)

WARRANTY DEED**Joint Tenancy**

Maine Statutory Short Form

Maine R.E. Transfer Tax Paid

KNOW ALL MEN BY THESE PRESENTS, That **CAITLIN E. PLEAU**, having a mailing address of 2 Arrowwood Drive, Biddeford, ME 04005, for consideration paid, grant to **JOSEPH J. ROBINSON** and **JENNIFER M. ROBINSON**, both having a mailing address of 19 Greenfield Lane, Biddeford, ME 04005, with **WARRANTY COVENANTS**, as joint tenants, the land in Biddeford in the County of York and State of Maine, described as follows:

A certain lot or parcel of land, together with the buildings thereon, situated in the City of Biddeford, County of York and State of Maine, and being Lot No. 10, as shown on Plan entitled "Major Subdivision of Land - Winterberry Acres Subdivision, Biddeford, Maine", prepared for Eagle's Nest Developers, LLC by James D. Nadeau, LLC dated August 15, 2005, with latest revision date of February 27, 2006 and recorded in the York County Registry of Deeds in Plan Book 308, Page 47 (hereafter the "Plan").

Said Lot is conveyed together with and subject to:

1. All notes, conditions, limitations, easements, restrictions and other states of facts shown on the aforesaid Plan, including the terms and conditions, of subdivision approval granted by the City of Biddeford Planning Board on April 5, 2006;
2. Terms and provisions of City of Biddeford Zoning Board of Appeals Findings of Fact and Order dated August 25, 2008 and recorded in the York County Registry of Deeds in Book 15480, Page 329;
3. Terms and conditions of the State of Maine Department of Environmental Protection Findings of Fact and Order dated October 29, 2005 and recorded in the York County Registry of Deeds in Book 14671, Page 289;
4. Terms and conditions of "Declaration of Covenants and Restrictions" dated January 28, 2008 and recorded in the York County Registry of Deeds in Book 15344, Page 500;
5. Terms and conditions of a water main easement to Biddeford and Saco Water Company and a stormwater drainage easement to the City of Biddeford as shown on said Plan;
6. Terms and conditions of a warranty deed from Eagle's Nest Developers, LLC to

Improved Sale No. 2

BK 17391 Page 428 INSTR#: 2018055441 LAST PAGE OF DOCUMENT

Winterberry Acres Owners Association dated January 28, 2008 and recorded in the York County Registry of Deeds in Book 15344, Page 509, conveying to said Association the subdivision roads, open space, rights-of-way and utility easements as shown on said Plan;

7. The right of ingress to and egress from said lot over the roads shown on said Plan and the right to connect with and to use all utility services location in said roads, in common with the Grantor and others to whom similar rights may be granted. No part of the fee of said road is hereby conveyed.

Being the same premises as contained in Quitclaim Deed of Mark Hussey to Caitlin Pleau being dated November 30, 2015 and recorded in the York County Registry of Deeds in Book 17142, Page 524; and confirmatory deed from Mark Hussey to Caitlin E. Pleau being dated October 10, 2016 and recorded in the York County Registry of Deeds in Book 17340, Page 621.

WITNESS my hand this 25th day of December, 2016.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Richard A. Hall III
Witness

Caitlin E. Pleau
Caitlin E. Pleau

STATE OF MAINE
County of York, ss.

December 23, 2016

Personally appeared the above named **CAITLIN E. PLEAU** and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Richard A. Hall III
Notary Public/Maine Attorney-At-Law

Print Name: Richard A. Hall III
Maine Attorney-at-law

My Commission Expires: Bar No. 600964

AFTER RECORDING RETURN TO:

Joseph J. Robinson
Jennifer M. Robinson
2 Arrowhead Drive
Biddeford, ME 04005

Deed/z/notcom/44/tg

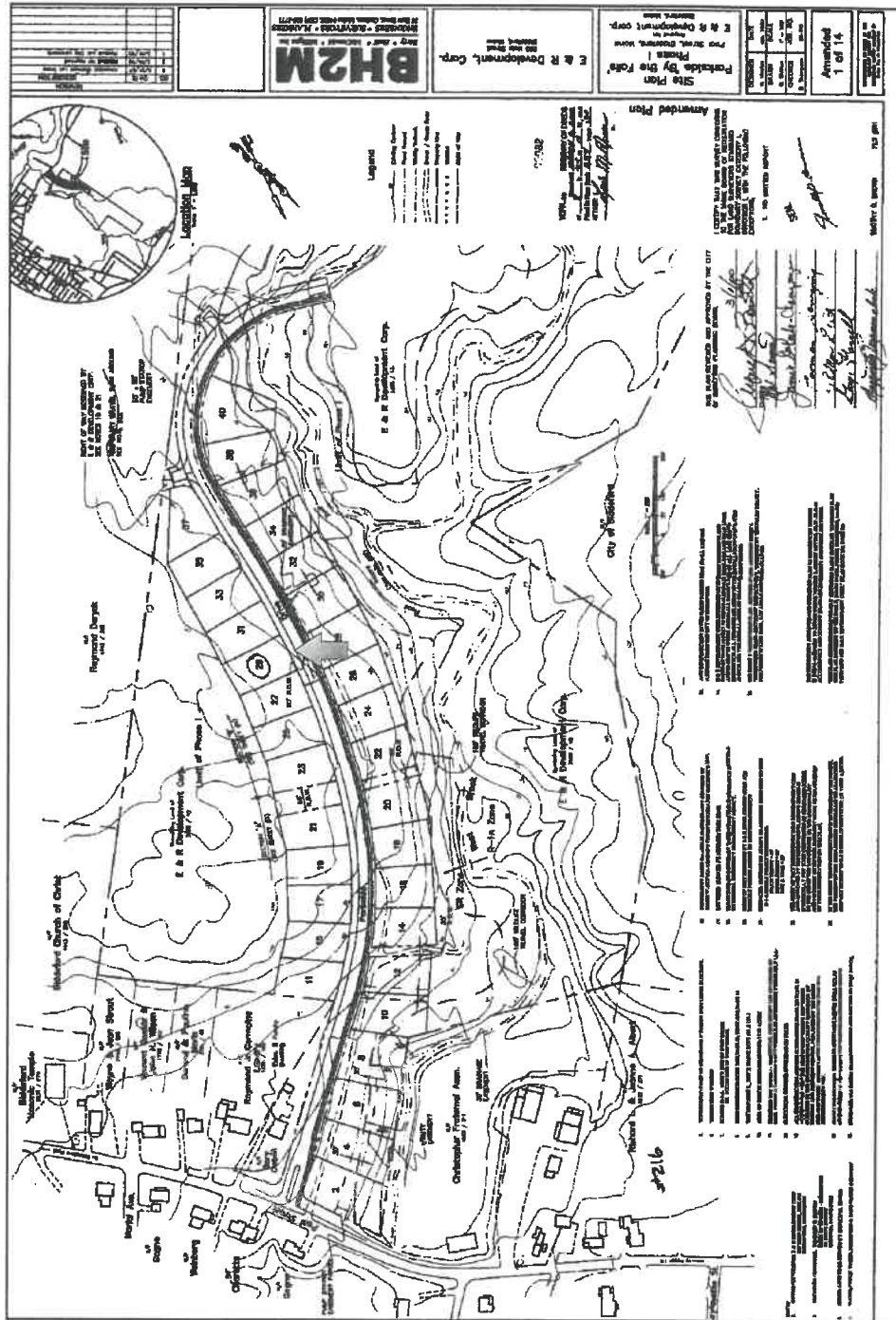
← 2p

Improved Sale No. 3

Location: 29 Parkside Drive, Biddeford
Assessors' Identification: Map 86 Lot 26
Grantor: James B. Barube
Grantee: Jeffrey R. Lepley
Recordation: Book 17195 Page 441
Date of Sale: March 7, 2016
Mortgagee: Mortgage Research Center, DBA Veterans United Home Loans
Mortgage: \$261,865
Site Area: 15,366 square feet
Improvements: colonial style residence
Gross Area of Building: 1,854 square feet
Zoning: SR1
Assessment: \$264,000
Sale Price: \$253,500
Sale Price per Unit: \$136.73 / S.F.
Confirmation: Deed & Assessor's Records
Note: Colonial style dwelling; two-car attached garage; 6/rms/3 brs/2.5 baths; deck (rear); built 2004; slightly above grade at building location; registry plat book 254 page 30 lot 29.



Improved Sale No. 3



Improved Sale No. 3

E
7pg → Jeffrey R. Lefley
P.O. Box 366
York, Me. 03909



BK 17195 PGS 441 - 447 03/09/2016 12:17:14 PM
INSTR # 2016008910 DEBRA ANDERSON
RECEIVED YORK SS REGISTER OF DEEDS

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, that JAMES B. BERUBE, with a mailing address of P.O. Box 243, Jefferson, County of Coos, State of New Hampshire, for consideration paid, grants to JEFFREY R. LEFLEY, having a mailing address of PO Box 366, York, Maine 03909, with **WARRANTY COVENANTS**, the land in Biddeford, in the County of York and State of Maine, described as follows:

A certain lot or parcel of land, with any improvements thereon, situated generally southwesterly of, but not adjacent to, Pool Road and being on Parkside Drive in the City of Biddeford, York County, Maine, and being LOT NO. TWENTY-NINE (29) as shown and depicted on plan entitled "Site Plan-Parkside by the Falls, Phase 1, Pool Street, Biddeford, Maine, Prepared for E & R Development Corp. Biddeford, Maine," dated March, 1989, recorded in the York Registry of Deeds in Plan Book 181, Pages 42-44, inclusive, and revised by plan entitled "Amended Site Plan-Parkside by the Falls, Phase 1, Pool Street, Biddeford, Maine, Prepared for E & R Development Corp. Biddeford, Maine," dated May, 1997, and recorded in the York Registry of Deeds in Plan Book 235, Pages 30-32, as revised by plan entitled "Amended Plan, Section B, Parkside by the Falls, Phase 1, Pool Street, Biddeford, Maine," by BH2M dated January 2000, and recorded in the York Registry of Deeds in Plan book 254, Pages 30-31, as revised by plan entitled "Amended Plan, Parkside by the Falls, Phase I, Pool Street, Biddeford, Maine," by BH2M dated January 2000, and recorded in the York Registry of Deeds in Plan Book 259, Pages 1 and 2, to which Plans and the record thereof reference is hereby made for a more particular description of the within conveyed premises.

The above described premises are hereby conveyed: (1) subject to such utility service easements or other easements or rights-of-way on, over, under or across said property as may now have any legal existence; (2) together with the benefit of any appurtenant utility service easements or other easements or rights-of-way; (3) subject to all federal, state and local land use statutes, ordinances and regulations; and (4) subject to the Easement Deed from E & R Development Corporation to Central Maine Power Company dated January 9, 1990 and recorded in the York County Registry of Deeds in Book 5316, Page 17; the Easement Deed from E & R Development Corporation to Central Maine Power Company dated April 15, 1999 and recorded in the York County Registry of Deeds in Book 9608, Page 190; and Corporation Easement Deed from E & R Development Corporation to Central Maine Power Company and Verizon New England, Inc. dated February 25, 2002 and recorded in the York County Registry of Deeds in Book 11481, Page 193.

The within Grantee hereby agree that he shall install backwater valves on all sewerage and storm water system connections, if required by the City of Biddeford Plumbing Inspector.

Improved Sale No. 3

17195 Page 442 INSTR# 2016008910

The above described premises are conveyed subject to the reservation by E & R Development Corporation of perpetual easements for all purposes relating to the installation and maintenance of all utility services and for the construction and maintenance of drainage ways to provide surface and sub-surface water drainage of the within conveyed premises and other lots on the aforesaid Plan. The areas encumbered by these easements are parallel, and interior to and adjacent to all lot boundaries of the above described lot, shall be ten (10) feet in width adjacent to all rear and side lot lines, twenty (20) feet in width adjacent to the frontlines and this reservation shall include the right-of-entry by men and machines. It shall be a condition of the grant that the person exercising its rights to construct or maintain such drainage ways shall suitably re-grade and re-seed any areas disturbed by such construction or maintenance. The within Grantee shall have the right to use such areas for all purposes not inconsistent with the reservation herein.

Except as may be modified by the terms and conditions of EXHIBIT A attached hereto, the above described premises are conveyed together with the right, in common with E&R Development Corporation, its successors and assigns, and all other lot owners as shown on said Plan in and to the use of the streets and ways as shown on said Plans to the extent that the Plans contain no limiting language, for the purposes of ingress and egress, by foot or in vehicles, and the use, introduction, placement, maintenance, repair and replacement of all utility services customarily placed over, on or under such streets or ways for service to the within conveyed premises.

The above described premises are conveyed subject to those restrictions set forth in EXHIBIT A attached hereto and made a part hereof and all conditions of Planning Board Approval or other items in the nature of limitations, easements, restrictions or conditions, as shown on said Plan as "NOTES" or otherwise.

In addition to the restrictions and reservations set forth on EXHIBIT A hereto, and notwithstanding the allowance of dwelling structures designated as a residence for two families in paragraph 1 thereof, the above Lot is expressly restricted to single-family residential purposes and no dwelling structures designated for two families may be constructed thereon. Other structures as permitted under the terms of EXHIBIT A shall be allowed but garages shall be limited to three (3) bays.

Being the same premises conveyed to James B. Berube by deed of Roberge Construction, Inc. dated April 15, 2005 and recorded in York County Registry of Deeds in Book 14435, Page 677.

WITNESS my hand this 2nd day of March, 2016.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Anthony Hagan
Witness

James B. Berube
JAMES B. BERUBE

SUBJECT DEED

Doc# 2013022594
 Bk 16401 Pg 437 -
 Received York SS
 05/20/2013 10:01A
 Debra L. Anderson
 Register of Deeds

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT I, Thomas G. Fleurent, of Biddeford, County of York and State of Maine, FOR CONSIDERATION PAID, grants to Cory Grattolo, of Biddeford, County of York and State of Maine, as with WARRANTY COVENANTS, the following described real property located in the City of Biddeford, County of York and State of Maine, being bounded and described as follows, to wit:

A certain lot or parcel of land, with any buildings and fixtures thereon, situated in the City of Biddeford, in the County of York and State of Maine, bounded and described as follows:

Beginning on the northerly side of Granite Street Extension at point being a distance of one hundred (100) feet, more or less, from the junction of said Granite Street Extension with a Reserved Street, sometimes known as Lizotte Avenue, said point being located at the southeasterly corner of a parcel of land conveyed to Victor Fleurent & Sons Inc. by Robert J. Wilson, et al. by warranty deed, dated May 7, 1960 and recorded in the York Registry of Deeds in Book 1431, Page 75;

Thence southwesterly, parallel with the northwesterly sideline of said Granite Street Extension a distance of sixty-five (65) feet, more or less, to a point and land now or formerly of Victor Fleurent and Delia Fleurent;

Thence northwesterly by said land now or formerly of Victor Fleurent and Delia Fleurent thirty-five (35) rods, more or less, to land formerly known as the "Lord" lot;

Thence northeasterly sixty-five (65) feet, more or less, to land formerly of Joseph Staples;

Thence southeasterly running along said Staples' land thirty-five (35) rods, more or less, to the point of beginning.

Excepting and reserving so much from the northwesterly portion of the land above described as was taken by the City of Biddeford in an Eminent Domain Proceeding for use as an airport.

Being the same premises as described in the deed from Clement A. Fleurent to Thomas G. Fleurent dated August 22, 1997 and recorded in Book 8469, Page 320 of the York Registry of Deeds.

The premises are conveyed together with and subject to any and all easements or

WITNESS my hand and seal this 16th day of May, 2012.


 Witness

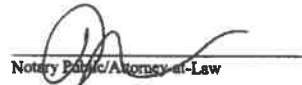

 Thomas G. Fleurent

STATE OF MAINE
 COUNTY OF CUMBERLAND, ss.

May 16, 2012

Personally appeared the above-named Thomas G. Fleurent, and acknowledged the foregoing instrument to be his free act and deed.

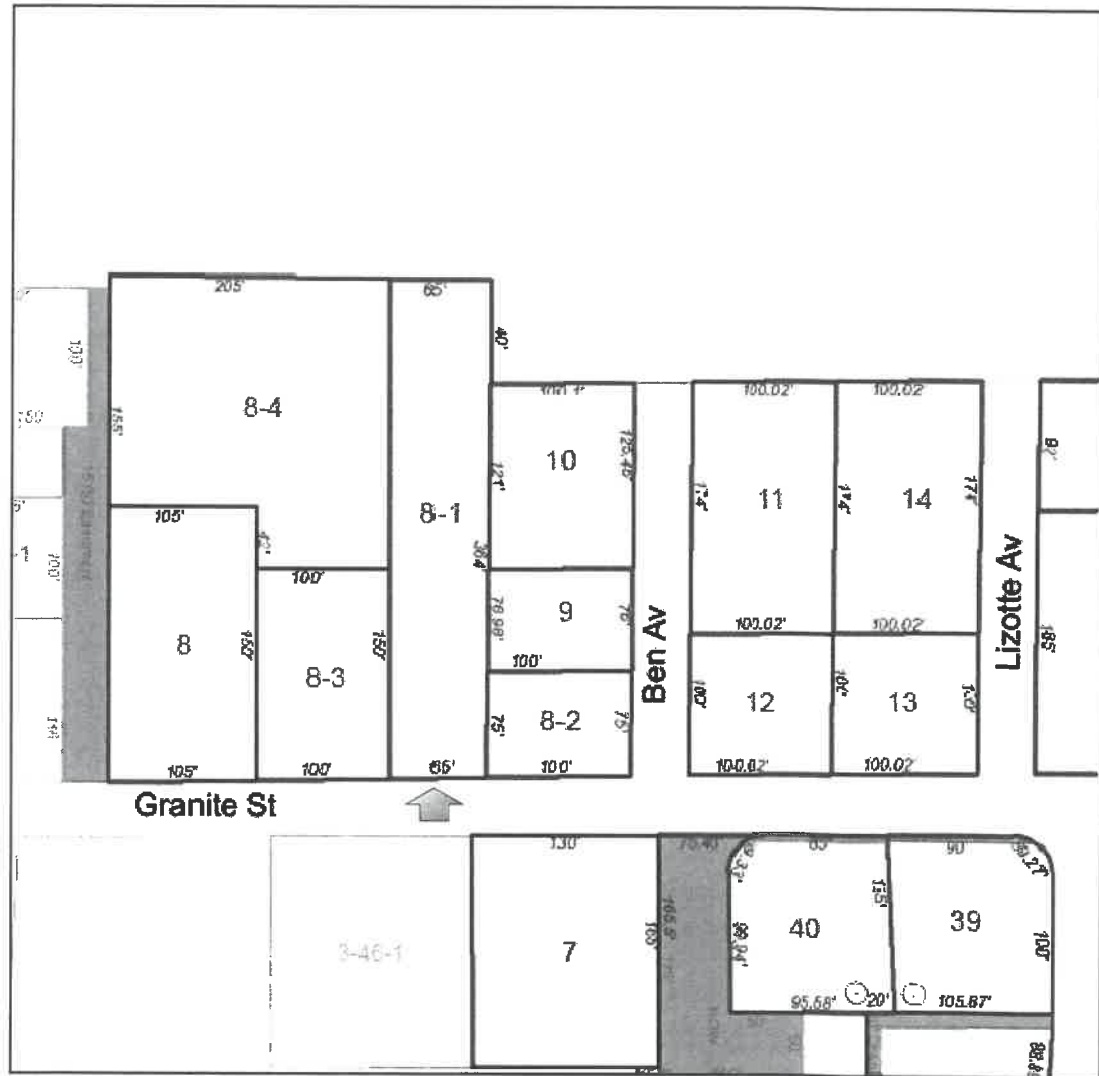
Before me,


 Notary Public/Attorney-at-Law

JANET M. YANOWSKY
 NOTARY PUBLIC, STATE OF MAINE
 MY COMMISSION EXPIRES
 OCTOBER 10, 2018

^

SUBJECT PLAN



LETTER ADDRESSED TO PROPERTY OWNER

Donald S. Welinsky, MAI
APPRAISAL & ADVISORY CONSULTANTS

Cory Grattelo
288 Granite Street
Biddeford ME 04005

RE: 288 Granite Street, Biddeford, ME

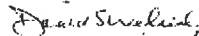
Dear Property Owner:

The Biddeford Municipal Airport is undertaking an Airport Improvement Program (AIP) in conjunction with a grant from the Federal Aviation Administration (FAA) and with cooperation with the State of Maine, Department of Transportation. As an integral part of the program, aviation easements which have been deemed a necessity to insure compliance with FAA standards, are mandated to be acquired. As explained during your meeting with Matthew Caron, Senior Airport Planner, of Gale Associates (consultant to the Airport), the aviation easement impacting your property would have minimum impact on your continued use and enjoyment of the your property. In that regard, I have been retained to provide appraisal services relative to the value of the proposed aviation easements only. Because of the methodology involved in the appraisal process, a brief inspection of the building would be necessary.

The aviation easement is obviously external to the property, but the inspection is required to determine if the proposed easement would have any impact on the present structure. Please sign the enclosed authorization form, advise whether additional information is required and/or provide a time when the inspection would be convenient. Signing the form simply initiates the appraisal process. I intend on following up this letter with a personal contact at the property. I have arranged to be in the area on June 16th (Friday) and June 17th (Saturday) for appointments.

You may respond and/or request an appointment utilizing the following e-mail address: dwelinsky@gmail.com or calling 781.837.0535. As an alternative, the form may be mailed to the address below. The proposed easement is identified within the attached plan. Thank you in advance for your cooperation.

Very truly yours,



Certified General Appraiser
Maine No. TL3726

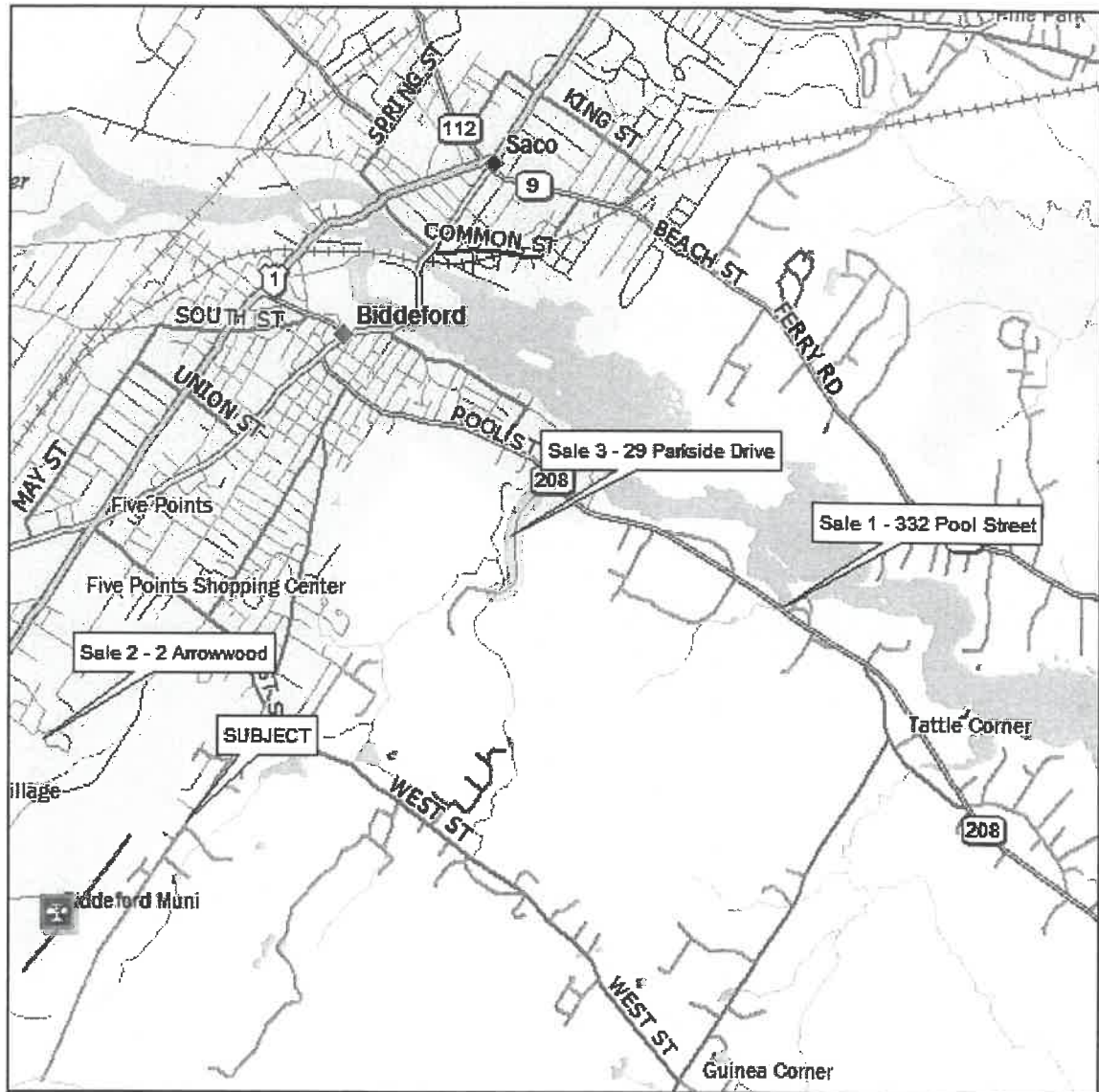
Date: _____

Authorization _____

Phone _____

Email _____

MARKET SALES LOCATION MAP



QUALIFICATIONS OF DONALD S. WELINSKY, MAI

EDUCATION

The Citadel, Charleston, South Carolina, Lincoln College of Northeastern University, Boston, Massachusetts; Appraisal Institute required courses and specialized seminars, as follows:

EDUCARE computer courses at the University of Wisconsin; Investment Analysis, sponsored by Wharton School of Business; Computer Symposium sponsored by The University of Georgia; Basic Money Market and Economic Analysis; Business Valuations; Real Estate Risk Analysis, Federal Home Loan Bank Board Regulations, and Money Markets; New Model for Tax Administration by Lincoln Institute; advanced appraisal methodology and practices courses sponsored by the Appraisal Institute.

The Appraisal Institute conducts a certification program for its members and am currently certified.

PERSONAL AFFILIATIONS

Certified General Appraiser - Commonwealth of Massachusetts, License No. 877, certified through August 31, 2017; Certified General Appraiser - State of New Hampshire, License No. NHGC-825, certified through August 31, 2018; State of Maine - Certified General Appraiser, License No. TL3726

Member Appraisal Institute (MAI), Certificate # 5313, New England Chapter, Boston, Massachusetts

Past member of Board of Directors, New England Chapter

Appointed to Regional Ethics and Counseling Panel

Commonwealth of Massachusetts, Department of Public Work list of appraisers qualified to appraise contaminated properties

BACKGROUND

Actively engaged full time in real estate appraisal and consulting; self employed for the past 40 years excepting a period of 2 years where I was affiliated with the R.M. Bradley Company of Boston, Massachusetts as a senior staff appraiser. Independently, I have served various clients throughout the New England Area.

A partial list of clients follows:

Appraisal Surveys
 Boston Edison
 Town of Plymouth, MA
 Massachusetts Bay Transportation Authority
 Duxbury Housing Authority
 Ford Motor Company
 O.R.Colan LLC
 Leggat, McCall Appraisal
 Dighton Industries
 R.M. Bradley & Company
 Texaco
 Power Test
 Atlantic Richfield
 Salvation Army
 Town of Plymouth, MA
 Mack Truck
 Bank of Boston
 Mass. Housing Finance Agency
 Town of Abington, MA
 Bechtel/Parson Brinckerhoff
 Central Artery/Tunnel
 Tyco, International
 Fay, Spofford & Thorndike
 Worcester Regional Transit Authority (WRTA)
 CDM Smith, Inc.

Brockton Redevelopment Authority
 Massachusetts Electric
 Town of Marshfield, MA
 TeleCom City Project
 Halifax Housing Authority
 State of Rhode Island
 Department of Transportation
 Midas Realty Corporation
 International Paper
 Commonwealth of Massachusetts
 Executive Office of
 Transportation
 Department of Agriculture
 Department of Public Works
 Office of Attorney General
 U.S. Department of Interior
 Fleet National Bank
 Town of Bedford, MA
 City of Worcester, MA
 Nature Conservancy
 VHB (Vanasse Hangen Brustlin)
 Malden Redevelopment Authority
 TranSystems Inc.
 BETA Group, Inc.
 Malden Redevelopment Authority

Appraisal and Consulting Assignments Include:

Appraisals:

Acquisitions for Urban Renewal - Fall River, New Bedford, Marlboro,
 Malden, Revere, Everett, MA
 Easements (Encumbrance Valuations)
 Electric Transmission
 Archeological
 Gas Transmission
 Railroad
 Agricultural Preservation Restrictions
 Highway Right-of-Way
 Avigation
 Eminent Domain

- Contaminated Properties
- Leasehold Valuations
- Multi-family and Condominium Projects
- Low Income and Affordable Multi-family Housing
- Shopping Centers
- Mixed Use (Office Towers, Shopping Mall, & Garage)
- Office Buildings
- Sports Facilities
 - Railroad Terminal & Arena
 - NFL Stadium
 - Jai Alai Fronton
 - Tennis & Health Clubs
- Warehouse & Industrial
 - Mini Warehouses
 - Processing Plants
 - Manufacturing Plants
 - Research & Development
- Marina & Waterfront Development
- Banking Facilities
- Major Military Installation
- Cranberry Bogs
- Residential Subdivisions
- Automobile Dealerships
- Automobile Car Washes
- Truck Sales Distribution and Repair
- Nursing Homes
- Hotels and Motels
- Gasoline Service Stations
- National Seashore Park Acquisitions

Consulting:

- Land Utilization and Marketability Studies (LUM)
- Buyer Origination Study
- Highest and Best Use
- Financial Optimization
- Ad Valorem and Equalization Analysis
- FNMA Condominium Analysis
- Appraisal Review

EXPERT TESTIMONY

Appeared as an expert witness before the Appellate Tax Board of the Commonwealth of Massachusetts, the Federal Court District of Massachusetts, Federal Bankruptcy Court, Plymouth Superior Court and District Court.

Initial Meeting on April 6, 2017

- Matt Caron of Gale Associate, Kris Reynolds, Airport Manager, and Fred Oliver, Airport Commission Vice Chairman met with Cory Grattelo at this residence to discuss the avigation easement project the Airport is undertaking, and how it may affect Mr. Grattelo's property. Mr. Caron provided Mr. Grattelo with FAA information related to avigation easements and how it may affect his property.
- Mr. Grattelo granted permission for the Airport to proceed with subsequent steps which included surveying of the property, appraisal, and review appraisal of fair market value.

Offer to Purchase Avigation Easement

- Following the survey, appraisal, and review appraisal activities, a formal offer letter was sent via certified mail to Mr. Grattelo on September 21, 2017 and signed for by Mr. Grattelo on October 2, 2017.

Follow Up to Offer to Purchase Avigation Easement

- After multiple telephone attempts to reach Mr. Grattelo following the Offer to Purchase Avigation Easement, a subsequent letter was mailed to Mr. Grattelo on November 13, 2017.
- Mr. Grattelo did not accept the certified letter and it was returned to Gale Associates on December 3, 2017.
- Mr. Oliver ran into Mr. Grattelo shortly after and he indicated he did not want to participate in the project.

Easement Impacts:

- Partial Easement- approximately 1,170 square feet
- Maximum allowable tree heights- approximately 5 feet- 9 feet



Gale Associates, Inc.

15 Constitution Drive | Bedford, NH 03110-6042

P 603.471.1887 F 603.471.1809

www.galeassociates.com

November 13, 2017

**Mr. Cory Grattelo
288 Granite Street
Biddeford, ME 04005**

**RE: Offer to Purchase Avigation Easement
By Biddeford Municipal Airport
288 Granite Street, Assessor's Map 19 Lot 8-1**

Dear Mr. Grattelo,

We are contacting you today on behalf of the Biddeford Airport Commission regarding their "Offer to Purchase Avigation Easement" letter, dated September 21, 2017. As indicated in the Offer Letter, your property has been identified as one that contains trees that obstruct the runway approach surface to Runway 24 at the Biddeford Municipal Airport, and therefore requires the purchase of an avigation easement to allow the Airport to clear said obstructions. An offer price of Fifteen Thousand dollars and No cents (\$15,000.00) for the Avigation Easement was presented on October 3, 2017, but we have been unable to reach you to discuss a potential purchase or negotiation.

The Airport Commission has agreements in place with 50% of the property owners included in this project, and we are following up with the remaining property owners to inquire about their position at this time. If you wish to discuss this matter in greater detail, please contact our office at 603-471-1887.

We look forward to answering any questions you may have regarding the easement acquisition process or about the project in general.

**Very truly yours,
GALE ASSOCIATES, INC.**

**Matthew Caron, AICP
Project Manager**

Enclosures: Original Offer Letter dated September 21, 2017

**cc: Rick Laverriere, Biddeford Airport Commission
Sandra Guay, Attorney at Law**

CELEBRATING 50 YEARS



City of Biddeford
Biddeford Airport Commission
205 Main Street
Biddeford, ME 04005

September 21, 2017

Mr. Cory Grattelo
288 Granite Street
Biddeford, ME 04005

RE: Offer to Purchase Avigation Easement
By Biddeford Municipal Airport
288 Granite Street, Assessor's Map 19 Lot 8-1

Dear Mr. Grattelo,

The City of Biddeford, through its Airport Commission, is undertaking a project to protect the Runway 24 approach to Biddeford Municipal Airport (the Airport) and allow for the removal of existing and impeding obstructions (obstacles) to the approach surfaces. This project is necessary for the continued safety of property owners as well as airport users. Your property has been identified as one that contains trees that obstruct the runway approach surface to Runway 24 at the airport and the Airport Commission wishes to obtain a property interest from you in the form of an Avigation Easement¹ in order to remove these trees.

The airport must pay "just compensation" to you in order to acquire the easement on your property. To this end, your property has been independently inspected and appraised by a qualified appraiser, and the appraisal has been reviewed by an independent review appraiser. The appraisers determined the value of the property interests being acquired is **\$15,000.00**. Accordingly, the Airport Commission hereby offers you **\$15,000.00** for the purchase of the avigation easement as reflected in the accompanying deed and as compensation for possible loss of market value and damages resulting from future obstruction removal. The Airport Commission has committed to remove the trees identified as "penetrations" and "near penetrations" once an easement has been obtained.

It is the goal of the Airport Commission to enter into a purchase and sale agreement within thirty (30) days from the date of this offer. The Airport Commission will make every reasonable effort to acquire this property interest by negotiated agreement. However, in the event a negotiated agreement cannot be reached in a timely manner the Commission reserves its right to acquire the needed interests by any other lawful method.

¹ An Avigation Easement is a property right acquired from a landowner which protected the use of airspace above a specified height.

Attached please find a signed Offer to Purchase Easement, the proposed Avigation Easement Deed, a plan entitled "Avigation Easement Plan" showing the proposed easement area, and a brochure entitled *Land Acquisition for Public Airports* that was developed by the FAA to explain this process to affected property owners. The property owned by you over which the Airport Commission wishes to acquire an easement is shown as "Avigation Easement No. 10" on the enclosed Avigation Easement Plan and is highlighted in red. If you wish to accept this offer please sign and return the Offer to Mr. Matthew Caron from Gale Associates, Inc. at the following address: 15 Constitution Dr. Bedford, NH 03110. Mr. Caron is available to discuss this Offer and to answer any questions or concerns that you may have during this process and can be reached at 603-471-1887.

The Airport Commission appreciates your cooperation with our consultant, Gale Associates, and appreciates your consideration of this matter.

Very truly yours,
BIDDEFORD MUNICIPAL AIRPORT

Rick Laverriere, Chairman
Biddeford Airport Commission

Enclosures

cc: Matthew P. Caron, Gale Associates
Sandra Guay, Attorney at Law

OFFER TO PURCHASE AVIGATION EASEMENT

TO: Cory Grattelo

DATE: September 21, 2017

Re: Avigation Easement on and over the property at 288 Granite Street, Biddeford, ME, Assessor's Map 19 Lot 8-1 (the "Premises")

(For title, see: Book 16601, Page 457 York County Registry of Deeds)

We hereby offer to buy from you an Avigation Easement on and over the Premises, subject to the following terms and conditions:

1. We will pay for the said Avigation Easement \$15,000.00, of which
 - a. \$15,000.00 is to be paid at the time of delivery of the Avigation Easement Deed.
2. This offer is good until 5:00 P.M. on October 23, 2017, at or before which time a copy of this Offer must be signed by you and returned to us or this Offer shall be void.
3. The Closing shall take place at 2:00 P.M. on December 8, 2017, at the York County Registry of Deeds unless otherwise agreed in writing.
4. If this Offer is accepted by you, then our obligation to buy the Avigation Easement on and over the Premises is subject to and expressly conditioned upon:
 - a. Our obtaining, on or before twenty-one (21) days from your acceptance of this Offer, a preliminary inspection of the Premises satisfactory to us, paid for by the Airport Commission, with access to the Premises permitted by the owner for the Airport or its agents for said purpose; and
 - b. Execution by you and us, on or before twenty-one (21) days from your acceptance of this Offer, of a mutually satisfactory Purchase and Sales Agreement setting forth all of the terms and conditions of this transaction, which shall then become the agreement of the parties; and

If all the above conditions are not satisfied after the acceptance of this Offer, this agreement shall terminate, and neither party shall have further recourse against the other.

5. Time is of the essence of this Offer.
6. The riders, if any, attached hereto containing additional terms are incorporated by reference.

NOTICE: This is a legal document. Consult an attorney. Upon acceptance by the Seller, it constitutes a binding agreement on both parties. Both parties acknowledge that they have been offered the opportunity to seek and confer with legal counsel of their choice prior to signing this agreement.

BUYER
City of Biddeford
By its Airport Commission

Rick Laverriere, Chairman

Address of Buyer 205 Main Street, Biddeford, ME 04005

ACCEPTANCE

This Offer is hereby accepted upon the foregoing terms and conditions.

Cory Grattelo

Address of Seller: 288 Granite Street, Biddeford, ME 04005

RIDER A
Additional Terms

The Avigation Easement granted shall be in substantially the form attached hereto.

Avigation Easement Deed

KNOWN ALL PERSONS BY THESE PRESENTS, that Cory Grattelo, of Biddeford, Maine (the "Grantor"), owner of a certain parcel of land situated at Granite Street in the City of Biddeford, County of York, State of Maine, being more particularly described in a deed dated May 16, 2013 and recorded in the York County Registry of Deeds in Book 16601, Page 457 (the "Grantor's Property"), in consideration of the sum of **Fifteen Thousand Dollars and No Cents (\$15,000.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the City of Biddeford, Maine, a municipal corporation, acting by and through the Biddeford Airport Commission, with an address of 88 Landry Street, Biddeford, Maine 04005, (the "Grantee"), its successors and assigns, the rights more fully set forth below, including the perpetual easement, appurtenant to the Biddeford Municipal Airport, (sometimes hereinafter, the "Airport"), for the unobstructed passage of all aircraft in and through all airspace located above the Imaginary Plane (as defined below) located at or above the surface of the Grantor's Property depicted by "cross hatching" as "Avigation Easement No. 10" on the Plan defined below, (sometime hereinafter, "Avigation Easement Area"):

Avigation Easement No. 10, meaning and intending to describe a portion of the premises as described in the deed of Thomas G. Fleurent to Cory Grattelo, dated May 16, 2012, and recorded in the York County Registry of Deeds in Book 16601, Page 457, and further identified as Tax Map 19, Lot 8-1 on that certain plan of land entitled "Easement Map for the Biddeford Municipal Airport", with a scale of 1" = 60', dated July 26, 2017, prepared by Maine Boundary Consultants, and recorded in the York County Registry of Deeds as Plan Book __, Pages __, and more particularly described as follows:

Beginning at a point, being along the southwesterly boundary line of the land now or formerly of The City of Biddeford as described in the deed recorded in the York County Registry of Deeds in Book 1801, Page 418, said point being labeled as "POB 10" on the "Easement Map for the Biddeford Municipal Airport", and being N 52°00'33" W, along said City of Biddeford property, 35.72 feet, from a found 1" iron pipe, said 1" iron pipe being at the westerly most corner of land of Kathy J. Warren, as described in the deed recorded in the said Registry in Book 15496, Page 1, and the southerly corner of said City of Biddeford property;

Thence S 46°40'31" W, through the land of the Grantor herein, 65.41 feet, to a point, and to the land of Michael B. Gaudette and Elizabeth N. Farley, as described in the said Registry in Book 15027, Page 138;

Thence N 53°25'04" W, along said Michael B. Gaudette and Elizabeth N. Farley, 13.63 feet, to a point, and other land now or formerly of The City of Biddeford as described in said Registry in Book 1623, Page 24;

Thence N 38°48'35" E, along said City of Biddeford property, 65.00 feet, to a point and first mentioned City of Biddeford property;

Thence S 52°00'33" E, along said City of Biddeford, 22.58 feet, to the point of beginning;

Containing 1,170 Square Feet, more or less.

The Basis of Bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (CORS96) Epoch 2002, using an Altus APS-3 RTK GPS (Global Positioning System) receiver correcting using the NOAA Online User Positioning User Service (OPUS). The point of beginning of the easement described herein above is at a coordinate of NORTH 231376.4159, EAST 2873100.9002, and is N 70°20'26" E and 570.16 feet, from the Runway 24 End Point of the Biddeford Municipal Airport. The said Runway 24 End Point of the Biddeford Municipal Airport is at a coordinate of NORTH 231184.595, EAST 2872563.972. The 2017 magnetic Meridian determined by hand compass was found to be 15°30'±, West of GRID NORTH.

The airspace conveyed by this Avigation Easement is all of that airspace located above the Avigation Easement Area on and above an imaginary plane that is described as follows:

The Airspace above said Avigation Easement (hereinafter called the Approach Surface), is the same imaginary surface as described in the Title 14 CFR Part 77- Safe, Efficient Use, and Preservation of the Navigable Airspace. The starting point of the Approach Surface begins on the Runway 6-24 centerline (said Runway 6-24 centerline is defined as the line between the Runway 6 End Point at a Latitude of 43°27'39.59" N, and a Longitude of 70°28'33.91" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 228919.763, EAST 2870597.633, and an elevation of 146.5 feet above Mean Sea Level, and the Runway 24 Endpoint at a Latitude of 43°28'02.03" N, and a Longitude of 70°28'07.36" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 231184.595, EAST 2872563.972, and an elevation of 154.8 feet above Mean Sea Level, as listed on Sheet 2 of 8 of the "Airport Master Plan Update, Biddeford Municipal Airport," dated February 2005, by Dufresne-Henry), at a point 200 feet northeasterly from the said Runway 24 Endpoint. The approach surface is 500 feet in width at its starting point and then rises upward and outward from its starting point in the northeasterly direction at a rate of 1-foot vertical for each 20 feet horizontal, widening uniformly to 1,500 feet (on a horizontal plane) in width at a point 5,000 feet (on a horizontal plane) from said starting point.

Said Avigation Easement shall be appurtenant to and for the benefit of the real property known as Biddeford Municipal Airport, including any additions thereto wherever located, hereinafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms or corporations operating aircraft to and from the Biddeford Municipal Airport.

This Avigation Easement is granted together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said Avigation Easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantor's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft

landing at, or taking off from, or operation at or on said Biddeford Municipal Airport; and Grantor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Biddeford Municipal Airport. However, Grantor reserves any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns resulting from the overburdening of this Avigation Easement or an aircraft accident on Grantor's Property.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.

This Avigation Easement hereby grants to the Grantee the continuing right and duty to prevent the erection or growth upon Grantor's Property of any building, structure, tree, brush, shrub, or other natural or man-made objects, penetrating or extending into the airspace at or above the aforesaid Imaginary Plane, or, in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such buildings, structures, tree, brush, shrub, or other natural or man-made objects now upon, or which in the future may be upon Grantor's Property, together with the right of ingress to, egress from, and passage over Grantor's Property for the above purpose.

To have and to hold said Avigation Easement, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Biddeford Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

And for the consideration hereinabove set forth, the Grantor, for itself, its heirs, administrators, executors, successors, and assigns, does hereby covenant with the Grantee that it is lawfully seized in fee of the Grantor's Property; that it is free of encumbrances (except as disclosed to Grantee); that it has good right to sell and convey such Avigation Easement to the said Grantee as aforesaid, that it and its heirs and assigns shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons. Grantor further covenants that it will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's Property any building, structure, tree, bush, shrub, or other object contrary to the provisions of this Avigation Easement as set forth above, and that it shall not hereafter use or permit or suffer the use of Grantor's Property in such a manner as to create electrical interference with radio or other communication between any installation upon said Airport and aircraft, or as to impair visibility in the vicinity of the Airport, or as otherwise to

endanger the landing, taking off, or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal this _____ day of the month of _____, 20____.

Cory Grattelo

STATE OF MAINE

_____ County

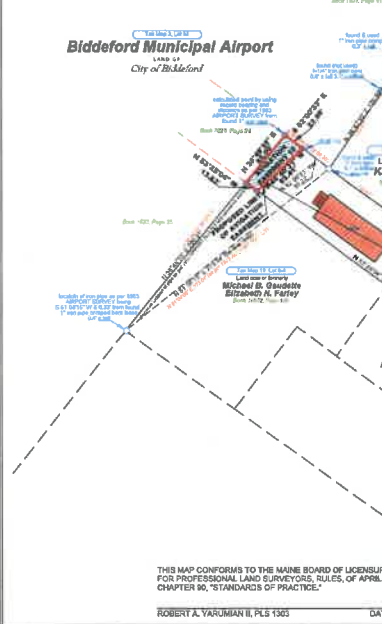
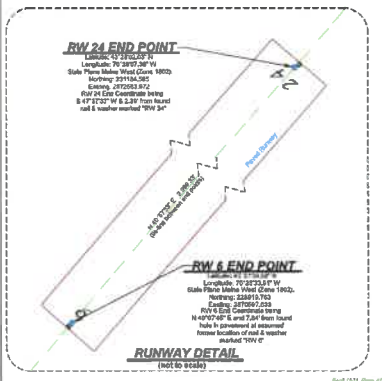
On this ____ day of _____, 201____, before me, the undersigned notary public, personally appeared Cory Grattelo proved to me through satisfactory evidence of identification, consisting of a Maine Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily.

Notary Public

My commission expires:

**REPORT NOTES:**

- [illegible]



Information table										
Experiment number	General Name	Seed Size & Pages	# of Labeled Images	# of Images	Area Covered by Annotations	Annotations: POI	Annotations: POI Boxes	POI: Training	POI: Testing	POI: Training/Testing
1	Archives & Documents of the Library of Congress	Seed 177K, Page 70	30,000	50,000	0	10,717	10,717	10,717	10,717	100.0%
2	Union Military	Seed 146K, Page 779	54,000	88,000	0	10,717	10,717	10,717	10,717	100.0%
3	Page Annotations of the Library of Congress	Seed 175K, Page 715	21	15,000	0	10,717	10,717	10,717	10,717	100.0%
4	Page Annotations of the Library of Congress	Seed 143K, Page 762	18	10,000	27.3	0.021	10,717	10,717	10,717	100.0%
5	Blair & Roberts	Seed 143K, Page 762	18	10,000	36.0	0.25	10,717	10,717	10,717	100.0%
6	Page Annotations of the Library of Congress	Seed 146K, Page 779	54	87,170	22.10	0	10,717	10,717	10,717	100.0%
7	Page Annotations of the Library of Congress	Seed 146K, Page 779	54	87,170	22.10	0	10,717	10,717	10,717	100.0%
8	Page Annotations of the Library of Congress	Seed 146K, Page 779	54	87,170	22.10	0	10,717	10,717	10,717	100.0%
9	Page Annotations of the Library of Congress	Seed 146K, Page 779	54	87,170	22.10	0	10,717	10,717	10,717	100.0%
10	Page Annotations of the Library of Congress	Seed 146K, Page 779	54	87,170	22.10	0	10,717	10,717	10,717	100.0%
11	Page Annotations of the Library of Congress	Seed 146K, Page 779	54	87,170	22.10	0	10,717	10,717	10,717	100.0%

**EASEMENT MAP
FOR THE
*Biddeford Municipal Airport***

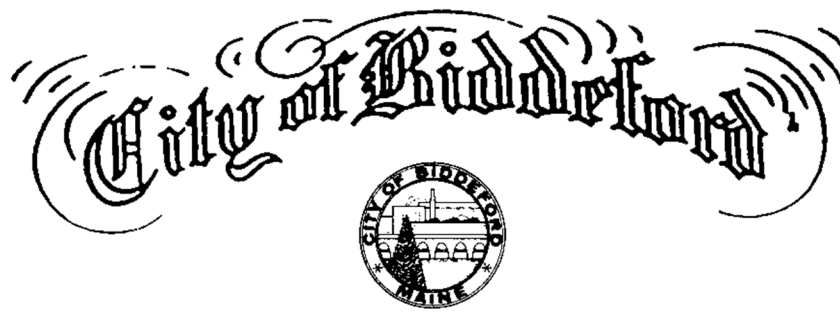
SHOWING THE PROPOSED
AVIGATION EASEMENTS:
PREPARED FOR
Gale Associates, Inc.
(mailing address: 15 Constitution Dr., Bedford, NH 03110)

CITY OF BIDDEFORD, COUNTY OF YORK,
STATE OF MAINE

MAINE BOUNDARY CONSULTANTS
Professional Land Surveyor
ROBERT A. YARUMIAN II, PLS
MODERATION CENTER, 8 RIVER ROAD, ROUTE 112, P.O. BOX 67
BUXTON, MAINE 04093-0067
Scale 1" = 80' 207-727-5359 July 26, 2017

YORK, ss REGISTRY OF DEEDS
Received _____
at _____ h _____ m _____ M., on _____
Filed in Plan Book _____ page _____
ATTEST:

Register



2018.41

IN BOARD OF CITY COUNCIL...MAY 1, 2018

WHEREAS, the Biddeford City Council finds and determines as follows:

1. The City Council has approved a safety project to remove trees that present a hazard to aircraft and obstruct the runway approach surface to Runway 24 at the Biddeford Municipal Airport; and
2. The City has approached property owners whose property contains trees that obstruct the runway approach surface to Runway 24 to obtain by agreement necessary avigation easements over their property for the public purpose of providing unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport; and
3. The City has obtained by agreement avigation easements from six property owners whose properties are identified in yellow on the Easement Map for the Biddeford Municipal Airport which is included in the City Council meeting packet (the "Easement Map"); and
4. The City has paid just compensation for said avigation easements to the six property owners as established by appraisals performed by Donald S. Welinsky, MAI, a Maine Certified General Real Estate Appraiser, which appraisals were peer reviewed by Leland E. Buzzell, a Maine Certified General Real Estate Appraiser; and
5. Four property owners whose properties are highlighted in blue on the Easement Map, namely Cory Grattelo, 288 Granite Street, Parcel 19-18-1; John Dee, 6 Lizotte Avenue, Parcel 19-16-2; Ryan and Erin Huntington, 262 Granite Street, Parcel 19-20; and Robert Dee, Jr., 272 Granite Street, Parcel 19-16-1 (hereinafter collectively the "Four Property Owners") have declined to voluntarily provide avigation easements; and
6. Public exigency requires that the City obtain the four avigation easements for a public purpose, namely the safety of its Municipal Airport and the general public; and
7. The City is authorized pursuant to 6 M.R.S. §122 to acquire by eminent domain air rights and easements over private property adjoining airports in order to provide unobstructed air space and safe approaches for the landing and taking off of aircraft using such airports; and
8. Donald S. Welinsky, MAI, a Maine Certified General Real Estate Appraiser has performed an appraisal of the four properties and has determined that the damages related to the

proposed avigation easements and the just compensation for the taking of the avigation easements are as follows:

- a. Cory Grattelo, 288 Granite Street, \$15,000.00;
- b. John Dee, 6 Lizotte Avenue, \$7,500.00;
- c. Ryan and Erin Huntington, 262 Granite Street, \$12,500.00
- d. Robert Dee, Jr. 272 Granite Street, \$25,000.00

The Welinsky Appraisal Reports and findings have been peer reviewed by Leland E. Buzzell, a Maine Certified General Real Estate Appraiser.

9. The Four Property Owners have received Notices of Meeting dated April 13, 2018 advising them that the City at its May 1, 2018 City Council meeting would consider taking by eminent domain the avigation easements attached to their Notices of Meeting.

BE IT ORDERED AS FOLLOWS:

1. The City of Biddeford hereby approves the taking by eminent domain of four avigation easements, copies of which are attached, establishing air rights over the below properties of the Four Property Owners in order to remove hazards and provide unobstructed air space and safe approaches for the landing and taking off of aircraft at the Biddeford Municipal Airport:

- a. Cory Grattelo, 288 Granite Street, Map 19, Lot 18-1, York County Registry of Deeds Book 16601, Page 457;
- b. John Dee, 6 Lizotte Avenue, Map 19, Lot 16-2, York County Registry of Deeds Book 8206, Page 313;
- c. Ryan and Erin Huntington, 262 Granite Street, Map 19, Lot 20, York County Registry of Deeds Book 17126, page 203;
- d. Robert Dee, Jr., 272 Granite Street, Map 19, Lot 16-1, York County Registry of Deeds Book 1680, Page 149.

2. The City of Biddeford shall pay the following amounts to the following Four Property Owners and their mortgage holders, where applicable, as just compensation for the avigation easements:

- a. Cory Grattelo and United Wholesale Mortgage - \$15,000.00
- b. John Dee and Biddeford Savings Bank - \$7,5000.00
- c. Ryan Huntington, Erin Huntington and Mortgage Research Center, LLC d/b/a Veterans United Home Loans - \$12,500.00
- d. Robert Dee, Jr. - \$25,000.00

3. The City Manager is hereby directed to execute the attached four avigation easements and to record said Avigation Easements in the York County Registry of Deeds.

WOODMAN EDMANDS DANYLIK AUSTIN
SMITH & JACQUES, P.A.

ATTORNEYS-AT-LAW

ROBERT B. WOODMAN
THOMAS DANYLIK
RALPH W. AUSTIN
JAMES B. SMITH
KEITH R. JACQUES
MICHAEL J. O'TOOLE
HARRY B. CENTER II
SANDRA L. GUAY
AMY McNALLY

234 MAIN STREET
P.O. BOX 468
BIDDEFORD, ME 04005-0468
TELEPHONE: 207-284-4581
FAX: 207-284-2078
E-MAIL: KRJ@woodedlaw.com

PETER L. EDMANDS
(Retired)

April 13, 2018

John Dee
6 Lizotte Avenue
Biddeford, ME 04005

**RE: Notice of Potential Taking of Avigation Easements by Eminent Domain
Pursuant to 6 M.R.S. §122**

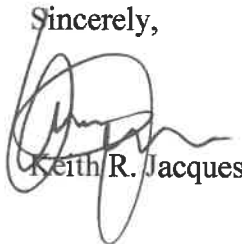
Dear Mr. Dee:

I am the City Solicitor for the City of Biddeford, Maine. Enclosed is a notice regarding the City Council meeting on May 1, 2018. At that meeting, the City Council will consider taking by eminent domain an avigation easement acquiring air rights over your property. You previously have received communications from Matthew Caron of Gale Associates regarding the avigation easement.

I have enclosed for your review the proposed avigation easement, the avigation easement appraisal report, an easement map, and photos of your property showing the proposed avigation easement.

Please do not hesitate to contact me if you have any question.

Sincerely,



Keith R. Jacques

KRJ/cem
Enc.
cc: Carmen Morris, City Clerk
Biddeford Savings Bank

**CITY OF BIDDEFORD
NOTICE OF CITY COUNCIL MEETING**

TO:

Cory Grattelo
288 Granite Street
Biddeford, ME 04005

Map 19, Lot 18-1
YCRD Book 16601, Page 457

John Dee
6 Lizotte Avenue
Biddeford, ME 04005

Map 19, Lot 16-2
YCRD Book 8206, Page 313

Robert Dee, Jr.
272 Granite Street
Biddeford, ME 04005

Map 19, Lot 16-1
YCRD Book 1680, Page 149

Ryan and Erin Huntington
262 Granite Street
Biddeford, ME 04005

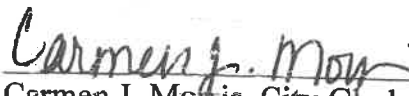
Map 19, Lot 20
YCRD Book 17126, Page 203

And all other persons having an interest in the above-described premises or in the taking of certain avigation easements by eminent domain.

**RE: Notice of Potential Taking of Avigation Easements by Eminent Domain
Pursuant to 6 M.R.S. §122**

You are hereby notified that the City Council of the City of Biddeford at its May 1, 2018 City Council Meeting commencing at 6:00 p.m. in the City Council Chambers, Biddeford City Hall, 205 Main Street, will determine whether to take by eminent domain certain avigation easements, copies of which are available at the Biddeford City Clerk's Office, over the above four properties for the public purpose of providing unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport. Public comment will be heard in accordance with the Rules of the City Council.

DATED at Biddeford, Maine this 13th day of April, 2018.


Carmen J. Morris, City Clerk

Avigation Easement

KNOWN ALL PERSONS BY THESE PRESENTS, that at a duly called meeting of the Biddeford City Council on May 1, 2018, the City Council pursuant to 6 M.R.S. §122, voted to acquire by eminent domain for public purposes the following avigation easement over property owned by John T. Dee, of Biddeford, Maine (hereinafter "Dee"), and situated at Lizotte Avenue in the City of Biddeford, County of York, State of Maine, being more particularly described in a deed dated May 29, 1996 and recorded in the York County Registry of Deeds in Book 8206, Page 313 (hereinafter "Dee's Property"), and to pay just compensation in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for said avigation easement:

A perpetual easement, appurtenant to the Biddeford Municipal Airport, (sometimes hereinafter, the "Airport"), for the unobstructed passage of all aircraft in and through all airspace located above the Imaginary Plane (as defined below) located at or above the surface of Dee's Property depicted by "cross hatching" as "Avigation Easement No. 7" on the Plan defined below, (sometime hereinafter, "Avigation Easement Area"):

Avigation Easement No. 7, meaning and intending to describe a portion of the premises as described in the deed of Robert D. Dee, Jr. and Rachel R. Dee to John T. Dee, dated May 29, 1996, and recorded in the York County Registry of Deeds in Book 8206, Page 313, and further identified as Tax Map 19, Lot 16-2 on that certain plan of land entitled "Easement Map for the Biddeford Municipal Airport", with a scale of 1" = 60', dated July 26, 2017, prepared by Maine Boundary Consultants, and recorded in the York County Registry of Deeds as Plan Book ___, Pages ___, and more particularly described as follows:

Beginning at a point, on the assumed northeasterly sideline of Lizotte Avenue, so-called, said point being labeled as "POB 7" on the "Easement Map for the Biddeford Municipal Airport", and being N 53°14'33" W, along said Lizotte Avenue, so-called, 4.13 feet, from a point, said point being at the westerly most corner of land of Keith Rocray and Kevin Rocray, as described in the deed recorded in the York County Registry of Deeds in Book 17346, Page 679, and being at the southerly most corner of the land of Dee herein;

Thence N 53°14'33" W, along said Lizotte Avenue, so-called, and an area of uncertain ownership as shown on the easement map referenced herein below, 88.50 feet, to a point, and the land now or formerly of The City of Biddeford as described in said Registry in Book 5664, Page 52;

Thence N 35°32'36" E, along said City of Biddeford property, 119.82 feet, to a point, and the land now or formerly of Robert D. Dee, Jr. and Rachel R. Dee, as described in the deed recorded in the said Registry in Book 1680, Page 149;

Thence S 53°14'33" E, along said Robert D. Dee, Jr. and Rachel R. Dee, 92.43 feet, to a found 1 ½" iron pipe, and the said land now or formerly of Keith Rocray and Kevin Rocray;

Thence S 35°26'57" W, along said Keith Rocray and Kevin Rocray, 98.94 feet, to a point, said point being S 35°26'57" W, 20.89 feet, from the said southerly most corner of the land of Dee;

Thence S 46°40'31" W, through the land of Dee, 21.20 feet, to the point of beginning;

Containing 11,040 Square Feet, more or less.

The Basis of Bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Cors96) Epoch 2002, using an Altus APS-3 RTK GPS (Global Positioning System) receiver correcting using the NOAA Online User Positioning User Service (OPUS). The point of beginning of the easement described herein above is at a coordinate of NORTH 231611.7051, EAST 2873423.2395, and is N 63°34'11" E and 959.56 feet, from the Runway 24 End Point of the Biddeford Municipal Airport. The said Runway 24 End Point of the Biddeford Municipal Airport is at a coordinate of NORTH 231184.595, EAST 2873423.2395. The 2017 magnetic Meridian determined by hand compass was found to be 15°30'±, West of GRID NORTH.

The airspace conveyed by this Avigation Easement is all of that airspace located above the Avigation Easement Area on and above an imaginary plane that is described as follows:

The Airspace above said Avigation Easement (hereinafter called the Approach Surface), is the same imaginary surface as described in the Title 14 CFR Part 77- Safe, Efficient Use, and Preservation of the Navigable Airspace. The starting point of the Approach Surface begins on the Runway 6-24 centerline (said Runway 6-24 centerline is defined as the line between the Runway 6 End Point at a Latitude of 43°27'39.59" N, and a Longitude of 70°28'33.91" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 228919.763, EAST 2870597.633, and an elevation of 146.5 feet above Mean Sea Level, and the Runway 24 Endpoint at a Latitude of 43°28'02.03" N, and a Longitude of 70°28'07.36" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 231184.595, EAST 2872563.972, and an elevation of 154.8 feet above Mean Sea Level, as listed on Sheet 2 of 8 of the "Airport Master Plan Update, Biddeford Municipal Airport," dated February 2005, by Dufresne-Henry), at a point 200 feet northeasterly from the said Runway 24 Endpoint. The approach surface is 500 feet in width at its starting point, with an additional 50-foot buffer zone on either side. The Approach Surface then rises upward and outward from its starting point in the northeasterly direction at a rate of 1-foot vertical for each 20 feet horizontal, widening uniformly to 1,500 feet (on a horizontal plane) in width, with an additional 50-foot buffer zone on either side of the Approach Surface, at a point 5,000 feet (on a horizontal plane) from said starting point.

Said Avigation Easement shall be appurtenant to and for the benefit of the real property known as Biddeford Municipal Airport, including any additions thereto wherever located, and any and all persons, firms or corporations operating aircraft to and from the Biddeford Municipal Airport.

This Avigation Easement is for the purpose of acquiring air rights to provide unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport.

This Avigation Easement includes all things which may be alleged to be incident to or resulting from the use and enjoyment of said Avigation Easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Dee's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft landing at, or taking off from, or operation at or on said Biddeford Municipal Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.

This Avigation Easement hereby includes the City of Biddeford Maine's continuing right and duty to prevent the erection or growth upon Dee's Property of any building, structure, tree, brush, shrub, or other natural or man-made objects, penetrating or extending into the airspace at or above the aforesaid Imaginary Plane, or, in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the City of Biddeford, as an alternative, to mark and light as obstructions to air navigation, any such buildings, structures, tree, brush, shrub, or other natural or man-made objects now upon, or which in the future may be upon Dee's Property, together with the right of ingress to, egress from, and passage over Dee's Property for the above purpose.

To have and to hold said Avigation Easement, and all rights appertaining thereto unto the City of Biddeford, its successors and assigns, until said Biddeford Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

IN WITNESS WHEREOF, the CITY OF BIDDEFORD has hereunto set its hand and seal this _____ day of the month of May, 2018.

CITY OF BIDDEFORD

James A. Bennett, City Manager

STATE OF MAINE
YORK, ss.

May , 2018

Personally appeared before me the above named James A. Bennett, City Manager for the City of Biddeford, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Biddeford.

Before me,

Notary Public

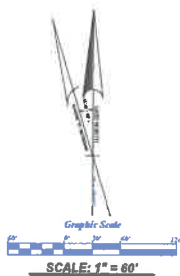


6 Lizotte Ave- Parcel 19-16-2

Approach Surface
95
Subject Parcel

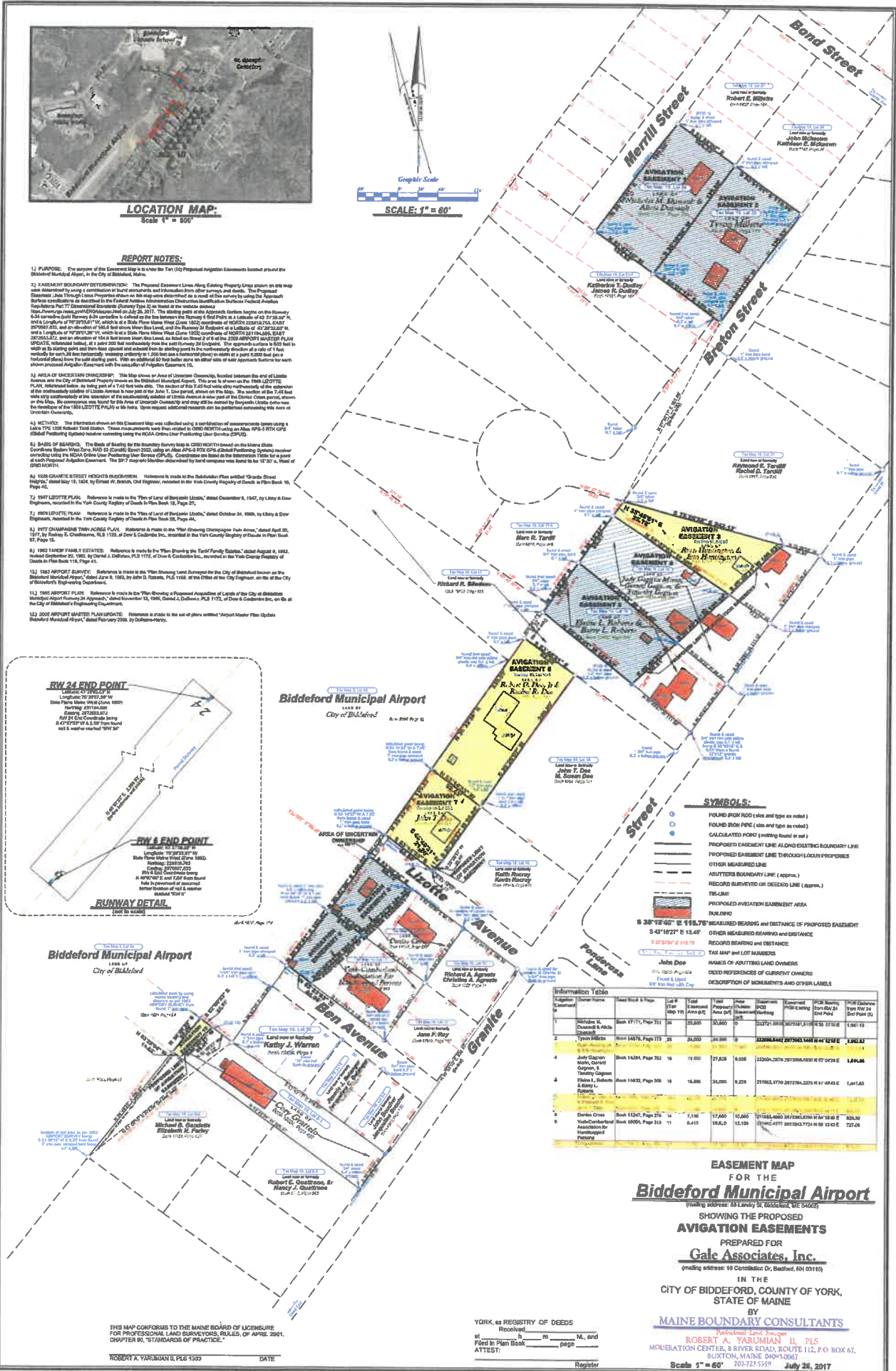
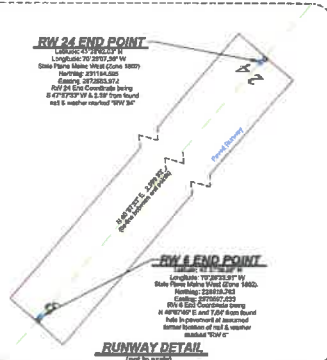
Approximate Easement Area

This plan is for planning
purpose only and not intended
for public consumption or
recording purposes



LOCATION MAP:
Scale 1" = 200'

- [illegible]

[illegible]

EASEMENT MAP
FOR THE
Biddeford Municipal Airport
(existing address: 43 Lundy St., Biddeford, ME 04005)
SHOWING THE
AVIGATION EASEMENTS
PREPARED FOR
Gale Associates, Inc.
(existing address: 10 Constitution Dr., Biddeford, ME 03110)
IN THE
CITY OF BIDDEFORD, COUNTY OF YORK,
STATE OF MAINE
BY
MAINE Boundary Consultants
Professional Land Surveyors
ROBERT A. YARUMIAN JR., PLS
MODERATION CHARTERED SURVEYORS, INC. BOX 112, P.O. BOX 67,
BUXTON, MAINE 04019-0067
Scale 1" = 60' 707-723-5359 **JULY 28, 2017**

THIS MAP CONFORMS TO THE MAINE BOARD OF LICENSURE
FOR PROFESSIONAL LAND SURVEYORS, RULES, OF APRIL 2001,
CHAPTER 90, "STANDARDS OF PRACTICE."

YORK, ss REGISTRY OF DEEDS
Received _____
at _____ h _____ m _____, Mr. and
Filed in Plan Book _____ page _____
ATTEST:

Register



Legend

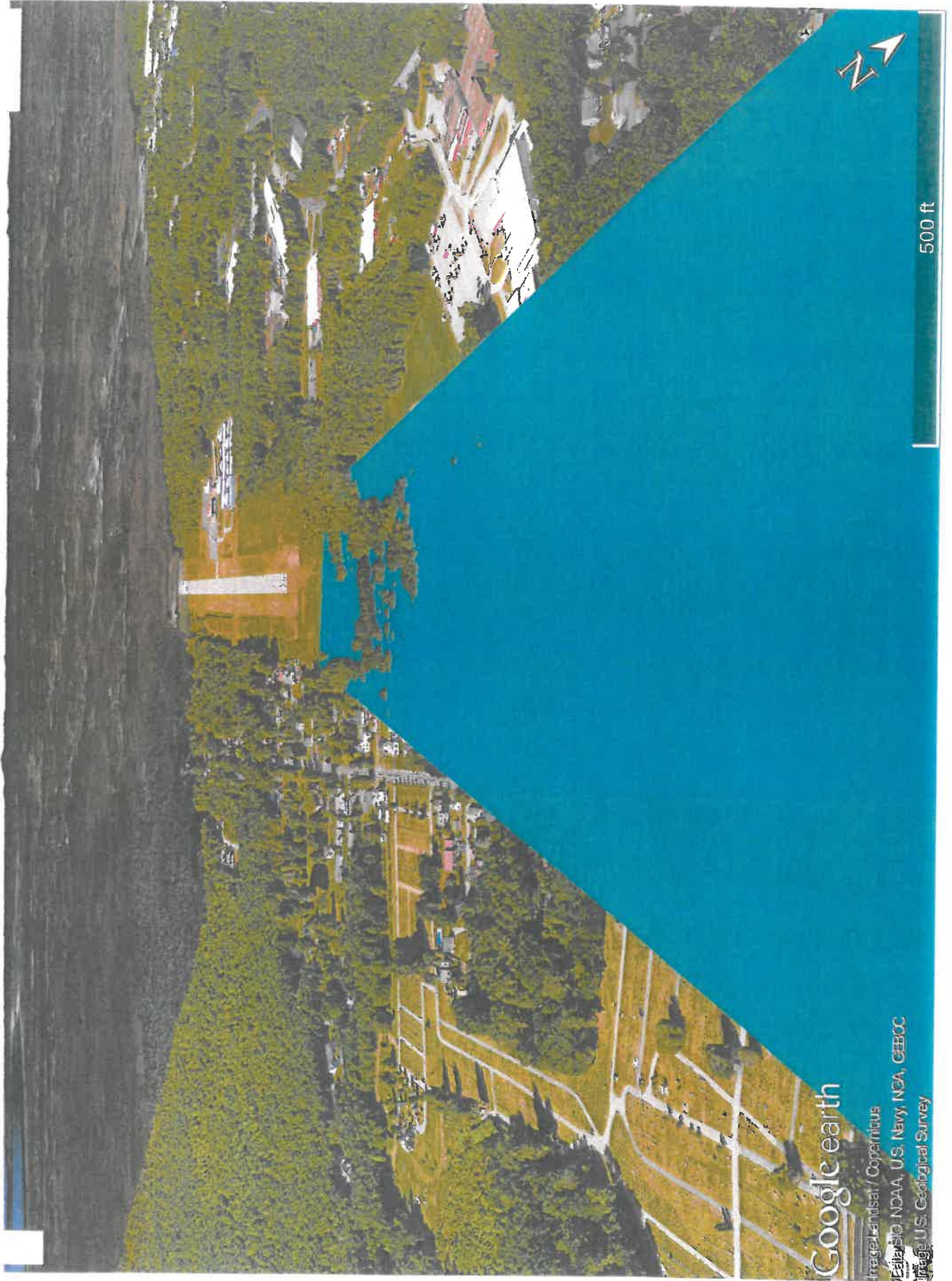
Untitled Map

500 ft

Google Earth

Imagery © 2013, Maps © 2013

Legend



AVIGATION EASEMENT APPRAISAL REPORT
OF

John T. Dee
6 Lizotte Avenue
Biddeford, Maine

Property Proximate
Biddeford Municipal Airport
Biddeford, Maine

Prepared For:

Mr. Matthew Caron, AICP
Senior Planner
Gale Associates, Incorporated
15 Constitution Drive
Bedford, New Hampshire 03110

Consultants To:
City of Biddeford
Airport Commission
Biddeford, Maine

Prepared By:

Donald S. Welinsky, MAI
Appraisal & Advisory Consultants
Post Office Box 708
Marshfield, Massachusetts 02050

Donald S. Welinsky, MAI
APPRAISAL & ADVISORY CONSULTANTS

August 1, 2017

Mr. Matthew Caron, AICP
Senior Planner
Gale Associates, Incorporated
15 Constitution Drive
Bedford, New Hampshire 03110

Re: Property of John T. Dee, 6 Lizotte Avenue, Biddeford, Maine

Dear Sir:

In accordance with your request, I have undertaken an appraisal of the above property identified as City of Biddeford Assessor's Map 19 Lot 16-2 with the Biddeford Municipal Airport, Biddeford, Maine situated westerly.

The purpose of the appraisal is to estimate the damages of a proposed avigation easement within the real estate, described above, and has been appraised subject to existing encumbrances of record.

After a complete inspection of the above property and general locus and after having considered all pertinent data affecting the valuation I am of the opinion that the damages related to the proposed avigation easement impacting the subject property, as of June 17, 2017, is estimated at:

\$7,500
(SEVEN THOUSAND FIVE HUNDRED DOLLARS).

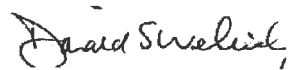
The appraiser has no undisclosed interest in this or any other property which would influence the values found or the conclusions reached. The values indicated in this report bear no relation to the fee charged for this appraisal.

This appraisal has been made for the exclusive use of Gale Associates, Incorporated, (intended users) as consultants to the Biddeford Municipal Airport of the City of Biddeford. Its use by other persons or for other purposes is strictly prohibited. The use of part of this report without the consideration of the whole is strictly prohibited and this appraisal, when used in this manner, is null and void and of no effect. The intended use of the report is to provide guidance in the acquisition of the specified interests in the real estate proposed to be acquired.

Your attention is directed to the attached appraisal report containing the results of my investigation and subsequent value estimate.

Thank you for the privilege of serving you.

Respectfully submitted,



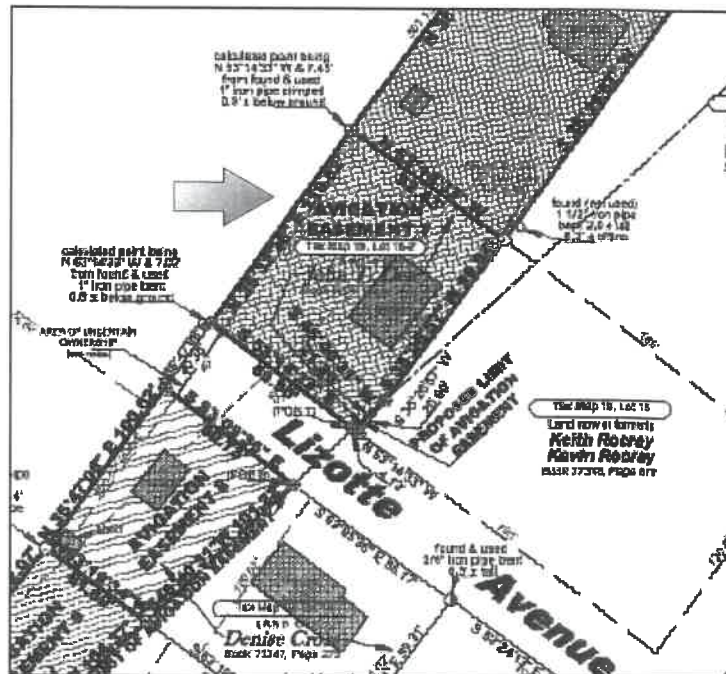
Donald S. Welinsky, MAI
Maine Certified General
Real Estate Appraiser Lic. No. TL3726

DSW/jk

SUBJECT LOCATION AERIAL



PROPOSED TAKING PLAN



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised:	6 Lizotte Avenue, Biddeford, Maine
Owner:	John T. Dee
Appraisal Date:	June 17, 2017
Purpose of Appraisal:	Estimate damages of the proposed avigation easement
Total Land Size:	± 11,085 square feet
Area Proposed to be Encumbered by Avigation Easement 19-16-2:	±11,040 square feet
Improvements:	Residential single family dwelling
Zoning:	R1A
Assessor's Reference:	Map 19 Lot 16-2
Legal Description:	Book 8206, Page 313 York County Registry of Deeds
Highest and Best Use:	Residential
Damages attributed to Avigation Easement:	\$7,500

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Zoning Map	
Subject Deed	
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Letter Addressed To Property Owner	
Market Sales Location Map	
Qualification of the Appraiser	

STATEMENT OF LIMITING CONDITIONS

This appraisal is subject to the and limited by the following conditions:

1. The appraiser assumes no liability in matters of title but assumes that the title is marketable. Matters of title are legal in nature and not within the scope of the appraiser's investigation.
2. Certain information furnished by others to the appraiser has been obtained from sources other than his own records. While every effort has been made to verify this information obtained from sources believed to be reliable, no liability is assumed on account of erroneous information furnished by others.
3. There are no known special restrictions applying to the use, sale, rental or occupancy of the property other than applicable Laws of the City of Biddeford and the State of Maine.
4. This appraisal is to be used in whole and not in part. No part of it may be removed.
5. Possession of this report does not confer upon the possessor the right of publication.
6. The value reported herein is expressed in terms of United States currency and is based on the purchasing power of the dollar on the date of valuation.
7. Disclosure of the contents of this appraisal is governed by the By-Laws of the Appraisal Institute.
8. Neither all or any part of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is associated, or any identity of the Appraisal Institute or the MAI or RM designations) shall be disseminated to the public through advertising without prior written consent and approval of the writer.
9. No court testimony or appearance in court is required by reason of this report unless an arrangement has been made for such testimony.
10. No consideration has been given to hazardous waste or other factors affecting

environment quality; no testing of any kind was performed or contracted for, and no representation or warranty is made by the appraiser as to the presence or absence of hazardous substances in the subject land and/or its proposed improvements.

11. I have assumed that the property will be operated in accordance with all regulations under which it is governed.
12. Where differences exist between the Assessor's records and independent research within the York County Registry of Deeds, the appraiser has generally relied upon a physical survey completed by Maine Boundary Consultants, dated July 13, 2017 entitled "Easement Map" - Biddeford Municipal Airport Showing the Proposed Avigation Easements".

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the damages attributed to a proposed avigation easement as described herein, as of June 17, 2017. Intended user of this report is Gale Associates, Incorporated as consultants to the City of Biddeford Airport Commission. The intended use of the report is for guidance with respect to establishing the damages attributed to the defined interest to be used for possible acquisition and/or transfer of the defined rights.

DEFINITION OF MARKET VALUE

"Market Value means the fair value of property as between one who wants to purchase and one who wants to sell; not its speculative value; not value obtained from the necessities of another. It is what it would bring at a fair public sale, when one party wanted to sell and the other to buy."¹

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their

¹Palmer vs Lumbering Association, 90 Maine, 193

best interest;

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and;
5. the price represents the normal consideration of the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

DEFINITION OF AVIGATION EASEMENT

Generally references the right to use the air space above a specific height for the flight of aircraft; may prohibit the property owner from using the land for structure, trees, signs, stacks above a specified height, or other specified use. The degree of restriction is dictated by the terms and conditions of the easement, which may reflect the glide angle required to use the airfield's runway safely.²

From another general perspective, the FAA definition is as follows: An avigation easement is a conveyance of a specified property interest for a particular area that restricts the use by the owner of the surface and yet assures the owner of the easement the right and privilege of a specific use contained within the easement document. When acquisition in fee title is not necessary, an avigation easement may be appropriate to secure airspace for airport and runway approach protection and for noise compatibility programs.

Such easement rights may consist of the right-of-flight of aircraft; the right to cause noise, dust, etc.; the right to remove all objects protruding into the airspace together with the right to prohibit future obstructions in the airspace; and the right of ingress/egress on the land to exercise the rights acquired. The easement may also contain any number of additional restrictions as the airport owner deems necessary.

The specific wording applicable to the avigation easement relative to acquired rights and those rights that will remain undisturbed or preserved by the fee owner has not been finalized but essentially consists of the right to clear vegetation that penetrates the glide plane and that within proximity of the plane.

²The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010

SCOPE OF APPRAISAL

The problem as defined is to estimate the market value of an aviation easement within the subject property which contains a total of $\pm 11,040$ square feet which essentially encompasses the entirety of the parcel proposed to be encumbered by an aviation easement in accordance with the previously exhibited plan.

The client, Gale Associates, Incorporated, acting as consultant to the Biddeford Airport Commission of the City of Biddeford intends on using this appraisal report opinions and conclusions as guidance in the acquisition of the partial interest as an integral part of the Biddeford Airport Improvement Project.

The scope of this appraisal is to inspect the subject property, analyze market conditions, collect pertinent data, and form an opinion of the properties' market value relative to the proposed acquisition. This involved discussions with municipal officials, property owners, developers, real estate agents, and appraisers. Information gathered from these investigations was used as a basis for determining a highest and best use opinion for the subject property and comparables data incorporated within the valuation which constitutes the "Before Value" prior to the possible impact of the proposed aviation easement. The "After Value" incorporates perceived evidence of the impact resulting from the acquisition of the aviation easement or clearance easement. Subsequently the difference between the before and after value estimates reflects the estimate of the damages.

In developing a value estimate, I have exclusively employed the Sales Comparison Approach to value regarding the before value of the fee interest of the subject property and the after value which is encumbered by the aviation easement. The analysis is presented within subsequent sections.

DESCRIPTION AND ANALYSIS

LOCATION AND NEIGHBORHOOD DESCRIPTION

The subject property is situated in the south central section of Biddeford, Maine approximately 12 miles south of the greater Portland area and about 30 miles north of the New Hampshire-Maine border.

Physically, the region is identified as the Saco-Biddeford area with Biddeford bordered by Saco River and Saco, Interstate 95 to the west, Scarborough to the north and Arundel and Kennebunkport to the south and the Atlantic Ocean to the east. The Portland MSA has evolved to a diversified economic base to include health care and social assistance, retail trade, accommodation and food service, educational services and manufacturing. Principal highways are Interstate 95 (Maine Turnpike) which bisects central Biddeford and the secondary highway of U.S. Route which intersects the city and reflects a significant business corridor. Rail links are available which include passenger service to Portland and Boston, Massachusetts. Commercial usage is generally associated with secondary state highways that traverse the town and a perceived revitalization of the Central Business District (CBD). In summary, transportation corridors provide ready access to the region creating a positive attribute.

Population within this community increased modestly from 2000 (20,710 persons) to 2010 (21,277 persons) according to the U.S. Census Bureau reflecting a 1.6% increase during the decade. Comparatively York County population increased 5.6 % during the same period. According to Town Charts Demographic Data, population has remained virtually unchanged since 2010. According to the American Community Survey (ACS) of the U.S. Census the median household income was reported at \$43,060 compared to a per capital income of \$24,695. Labor force as of May-2017 (Biddeford) is 12,039 with an improved unemployment rate of 3.0% compared to the county at 2.9%.

Current statistics relative to the single family housing market are limited with the following data extracted from available sources.

According to the Maine Association of Realtors, as reported in the Portland Press Herald June 22, 2017, limited housing supply has had a positive influence on the market. Statewide, the number of units sold declined 5.61% while the median price increased 4.32% during the period Mar 2017 to May 2017. More specifically, York County representing Realtor sales of 675 versus 748 during the same period of 2016 reflects a 9.76% decrease as detailed within the following chart.

	No. Units Sold		% Change	Median Price	Median Price	% Change
	Mar 2016 May 2016	Mar 2017 May 2017		Mar 2016 May 2016	Mar 2017 May 2017	
Statewide	4046	3819	-5.61%	\$185,000	\$193,000	4.32%
York County	748	675	-9.76%	\$230,000	\$247,500	7.61%

From another perspective, I have utilized the City of Biddeford Assessor's sales records (all transactions) with an attempt to extract only single family sales that were classified as "arm's length" for the period Jan through March 2016 compared to Jan through March 2017. The findings are as follows:

Period	No. Sales in Sample	Mean Sale Price	% Change
Jan-Mar 2017	35	\$250,416	3.1%
Jan-Mar 2016	50	\$242,835	-----

Both the median price of the realtor's survey and the mean price of the sales reports of the Biddeford Assessors are in relatively close proximity. It appears reasonable that appreciation in the housing market has been demonstrated. Giving equal weight to both surveys, a 5% appreciation factor will be incorporated in the market data adjustment process.

The subject property is located westerly of the Biddeford Municipal Airport within a general locus comprised of mixed style single family dwellings that typically range in age from 30 to 40 years interspersed with homes of a more recent vintage. Most recent development within this locus is situated on the easterly side of Granite Street Extension consisting of eight lots with active construction within Blackthorne Drive off Cornerstone Drive. The area is essentially fully built out and considered stable with no perceived changes evident. The major land uses within this area is the Biddeford Municipal Airport and St. Joseph Cemetery on the westerly side of Granite Street Extension at the intersection of West Street.

Property Description

The subject property is located at 6 Lizotte Avenue and contains a total land area of ±11,085 square feet and is improved with a wood frame garage containing 1,040 square feet of gross area

utilized for construction storage and repair considered non-conforming with the zoning allowed uses.

The improvements were constructed circa about 1990, according to municipal records and physical inspection with the following particulars:

Foundation:	concrete
Structural:	wood frame bearing walls
Rms/Brs/Baths:	NA
Exterior Walls:	Texture 1-11
Heat System:	NA
Utilities:	municipal
Overall Condition:	Fair-Average

The proposed avigation easement impacts 99.6% of the entire parcel with an estimated area under the easement of 11,040 square feet. The improvements are an integral part of the proposed easement area with no negative impact regarding the continued use and enjoyment of the improvements in a manner consistent with its current utilization. The parcel proposed to be encumbered by the avigation easement is 959.96 feet from the threshold at the southern extremity of the runway. At this point, the Runway Approach Surface (that area above) would be an integral part of the avigation easement. Based on the available preliminary provided plans, the elevation within that area proposed to be encumbered by the avigation easement is ± 160 feet above M.S.L. and the elevation of the plane, predicated on the design slope ranges from ± 188 feet to ± 195 feet M.S.L.. As a consequence the approximate distance from the ground elevation to the bottom of the Runway Approach Surface (plane) ranges from 28 to 35 feet M.S.L..

ASSESSMENT AND TAX DATA

According to the records of the Biddeford Assessor's Office, for the tax year 2016-2017 with an assessment date of April 1, 2016, the following information is pertinent:

Assessed to:	John T. Dee
Mailing Address:	276 Granite Street, Biddeford, ME 04005-9775
Location:	6 Lizotte Avenue
Identification:	Assessor's Map 19 Lot 16-2

Assessment	FY 2016-17
Land	\$62,900
Improvement	\$10,800
Total Assessment	\$73,700
Tax Rate Per Thousand	\$19.86
Total Taxes	\$1,463.68

The bi-annual tax dates are October 12, 2016 and April 13, 2017.

HISTORY OF SUBJECT PROPERTY

The subject property was acquired from Robert D. Dee, Jr & Rachel Dee as recorded at York County Registry of Deeds in Book 8206, Page 313 dated May 29, 1996 with consideration stated at \$20,000 according to municipal tax records.

ZONING

Based on the Zoning Ordinance of the City of Biddeford, the current applicable zoning of the subject property is R1A (single family), the following Dimensional Requirements currently in effect:

Minimum Lot Size:	10,000 S.F.
Minimum Lot Frontage:	100 Feet
Minimum Front Yard:	25 Feet
Minimum Side Yard:	10 Feet
Minimum Rear Yard:	10 Feet
Maximum Height:	35 feet Minimum - 3 Stories
Coverage	None

Potential usage would necessarily conform to these intensity regulations and permitted uses. This district is limited to single-family residential uses similar to the SR-1 Zone (lower density) but with a smaller lot size. These areas are served by sewer and water and are best characterized as in-town single-family neighborhoods. The current use is considered non-conforming.

HIGHEST AND BEST USE

Highest and best use can be defined as that use which, at the date of the appraisal, is most likely to produce and/or support the highest present worth and/or highest net income to the land and/or improvements over a stipulated period of time, which considers:

1. its possible use or those uses which are physically possible for the site in question;
2. its permissible [legal] use or those uses which are permitted by zoning and deed restrictions of the site in question;
3. its feasible use or those possible and permissible uses which will produce the highest net return to the owner of the site under current and projected market conditions;
4. that use among the alternatives possible - permissible and feasible uses - that will produce the highest net return or highest present worth, in essence the result that is maximally productive.

Highest and best use that would comply with the underlying components of the definition and be physically possible, legally permissible and be economically feasible is represented by a potential use as a single family residential site. The existing garage would provide a secondary contributory value based on the projected highest and best use.

VALUE PREMISE

There are potentially three methods to be utilized in the real estate appraisal process: cost approach, income approach, and the market data approach. This appraisal will rely solely on the value indication developed by utilizing the market data approach. This approach to value is generally accepted as the most reliable and, in this instance, represents the only viable means of estimating value.

Conceptually and ideally, the preferred methodology in the valuation of aviation easements concentrates on a before and after value estimate wherein the before value reflects the existing site characteristics including proximity to the airport but without imposition of the proposed aviation easement. The after value incorporates the same site characteristics together with the aviation encumbrance. The difference between the before and after values reflects the value attributed to the taking - aviation easement.

Application of the market comparison approach simply incorporates comparative qualified data that represents market conveyances that are characteristically as similar to the subject as possible and subsequently adjusted for differences that exist compared to the property under appraisal which serves as the standard. This typical application is straightforward wherein the differences in physical and legal property characteristics are closely aligned.

The only tenable method of valuation is delegated to a comparative analysis of market data that display similar characteristics compared to the property under appraisal. Market transactions with varying utilization characteristics within Biddeford were examined and will serve as the basis for a comparative analysis.

Given that the improvements are physically impacted (directly below) by the proposed aviation easement, this appraisal concentrates on the value of the real estate from the perspective of a before and after value. In essence, the value before incorporates a fee simple perspective with the after value evaluated with the added encumbrance (aviation easement).

Fractional interest within the scope of this assignment references an aviation easement which has characteristics in common with other partial interests which include, but are not limited to:

- temporary easements
- permanent easement (drainage, utility, slope and similar)
- archeological easements
- conservation restriction
- agricultural preservation restriction (APR)

In all instances the transfer of partial rights in fee reflects a component of the fee simple interest. Under some circumstances the value estimate for fractional interest is achieved with a high degree of certainty. For example, an APR value is initiated with the fee value unencumbered predicated on the Highest and Best Use and incorporates market related transactions that display similar characteristics as the subject and are adjusted for parity with the subject that serves as the standard. In summary, the fee value is based on that use that produces the greatest net return to the underlying land. The agricultural rights value is determined based on the highest and best economic agricultural use. The difference between the fee simple unencumbered value and the residual agricultural value is attributed to the "development rights" which is reasonably straight forward with each value attainable by qualified market evidence. Further, temporary easement values are equivalent to a fair annual return based on the length of the temporary easement and probably incorporates a discounting to reflect that payments are generally in advance. From another perspective, a permanent easement typically includes a perceived allocation of the fee

value to the specific permanent easement presuming that the encumbrance does not result in damages (ie: severance damages) to the remaining land mass. Several factors influence the value attributed to the permanent easement and often requires interpretation in that determination. Empirical evidence is generally lacking and reliance must incorporate subjectivity predicated on the experience of the practitioner.

In the subject instance, the appraisal problem is two fold: first to estimate the before market value of the fee interest and secondly to estimate the after value with the imposition of the aviation easement. Proximity to the airport already exists and any negative impact is incorporated within the before and after values and has no consequence relative to the value of the aviation easement.

With respect to potentially developable land the imposed restrictions (conservation restriction) often result in a loss of value to the fee interest in the range from 75% to 95% due to the fact that the absolute majority of the value is attributed to the land's potential to support a high degree of utility as building site(s). Its residual value is essentially limited to its value as open space, where its utility or ability to generate income from potential development has been removed from the rights of ownership. An APR has a residual value for agricultural purposes and is easily quantifiable.

Regarding the after value of the property with the proposed aviation easement without empirical evidence that would demonstrate the negative impact associated with the aviation easement, the only alternative is to incorporate the qualified market evidence utilized in the fee simple before value and attempt to qualify the impact, on a case by case basis, of the aviation easement given proximity of the clear zone, which determines the imposition of height restriction due to the glide plane angle and impact of vegetation removal (which may provide a buffer to the airport) as an underlying component of the aviation easement.

ANALYSIS OF MARKET SALES - BEFORE VALUE

MARKET DATA APPROACH

The market data approach provides a useful analytical tool which attempts to abstract from similar property sales a common denominator expressed as sales price per physical unit and is subsequently adjusted to reflect the characteristics of the subject, which serves as the standard. There are qualified sales within the market from which to draw comparability. This transactional data has been extracted from the market and analyzed for this report and is considered the best

available evidence.

The subject serves as the standard and the sales are adjusted to reflect parity with the subject. Where a characteristic of the subject is superior to the market sale, a

From another perspective, limited supply of improved properties for sale enhances the need for new construction and tends to increase market prices. The best available evidence has been extracted from the market and incorporated in the comparative process. Time adjustment of sale, based on previous discussions, has been incorporated at an annual rate of five percent.

The market sales represent the most recent transactions within the general area that display, in part, similar characteristics compared to the subject.

ADJUSTED MARKET DATA SALES - BEFORE VALUE

Sale No. Location	Date	Adj.	Location		Other	Other Adj.	Adj.	Adjusted Sale Price
	Price		Lot Size					
1 145 West Street Biddeford	Mar-17	1%	Good		Legal building lot; dwelling under construction	-----	-9%	\$54,600
	\$60,000		.71 acres					
2 West 3-44-1 Biddeford	Jan-17	3%	Good		House under construction; inferior utility and site conditions	25%	23%	\$61,500
	\$50,000		.71 acres					
3 42 Blandings Way Biddeford	Apr-17	1%	Very Good		Restrictive covenants; common area; overall superior	-10%	-24%	\$60,800
	\$80,000		57 acres					
SUBJECT 6 Lizotte Avenue			Ave					
			11,085 sf					

Adjusted market sales range from \$54,600 to \$61,500. With greater emphasis on the upper-range, the before market value is indicated at \$60,000. Additive is the sound value attributed to the garage wherein the appraiser has utilized R.S. Means Cost Manual with the following indication: replacement cost of \$33,708 X .96 (local multiplier) X 1.12 (update index) = \$36,000 (rounded) with total depreciation of 45%-50% resulting in an indication of value of \$18,000 to \$19,800 or a reasonable contribution to value of \$20,000. Total before value is estimated at \$80,000.

ANALYSIS OF MARKET SALES - AFTER VALUE

After completing an exhaustive search of airports similarly located, no evidence was uncovered regarding the acquisition of aviation easements from which quantitative data could be extracted. Obviously from a theoretical perspective the best evidence in the valuation of easements would be qualified evidence abstracted from the market relative to the impact on value directly related to imposition of an aviation easement.

Without empirical evidence, the only alternative is to examine the components within an after value and attempt to qualify the perceived impact on value after the imposition of the aviation easement within the categories of:

- the presence of the easement into perpetuity surviving a transfer of the property right and its recordation within the respective registry of deeds;
- the possible impact on the property from a marketing perspective;
- and the inability to allow vegetation to exceed particular elevations depending on its location and proximity to the airport.

Legal Ramifications: Rights conveyed to the airport (aviation easement) allow entry to the property and cutting of vegetation within 10 feet of the glide plane slope and obviously any penetration of the plane. Depending on the type of vegetation, this process is ongoing and continuous as growth of vegetation continues. Due to the proposed aviation easement an adjustment in value for this category in the amount of 3% appears reasonable.

Marketing Perspective: Given two similar properties with identical characteristics except that one is encumbered with an aviation easement and the overall complexity inherent in the recorded document together with the lack of knowledge of the buyer to understand the document negatively impacts the property in a manner that must be qualified and considered. The impact from a market perspective is less severe than perceived by the general public because of the lack knowledge as to the ultimate consequences of the intent of the easement. However, a negative impact is indicated in the amount of 2% to account for this item.

Restrictions on Vegetation Growth: Depending on location and proximity to the airport and the property owner's desire to maintain a buffer to the airport and noise generation, this factor can have a decided impact on the property after the imposition of the aviation easement depending on several factors including but not limited to: proximity of the glide path, distance

from the clear zone and horizontal distance from the centerline of the runway. From an additional perspective, the restriction could diminish the buffer to the airport and would negatively impact the property value. In this instance, the property is marginally impacted on vegetation height and 3% reduction is utilized for this factor.

The market sales chart on the following page reflects the best available evidence respecting adjustments to the sales regarding the above enumerated characteristics associated with the aviation easement.

APPRAISED VALUE OF LAND (AFTER VALUE)

VALUE ESTIMATE	LOCATIONS	SALE PRICE RANGE (Lot)	DATE OF SALE	ADJUSTED SP Prior Chart BEFORE VALUE INC. GARAGE	AVIGATION EASEMENT ADJ	AFTER ADJ VALUE (Rnd)
1	Superior	\$50,000 to \$80,000	Jan to Mar 2017	\$74,600 to \$81,500	-8%	\$68,600 to \$75,000

After imposition of the avigation easement, the adjusted market value ranged from \$68,600 to \$75,000 resulting in an after value conclusion of \$72,500.

RECONCILIATION AND FINAL VALUE ESTIMATE

In the instance of the subject property, the valuation problem involves an individual lot currently classified as non-conforming with specific attention to the value of an avigation easement encumbering 100% of the total lot area.

- Before Value\$80,000
- After Value\$72,500
- Difference.....\$ 7,500

Reliance within the appraisal process has been delegated to the market approach to value which resulted in a value range derived by application of the direct sales comparison approach incorporating a before and after value to estimate the value attributed to the avigation easement. The specific locus of the property is influenced by its proximity to the airport and is considered in both the before and after value estimates. Lacking market evidence from which a “paired sales analysis” could be undertaken, the only alternative is to examine the characteristics of the subject property after the imposition of the avigation easement and utilize what a knowledgeable buyer would consider as an appropriate adjustment for the particular change in property characteristics due to the easement.

Market sales were analyzed and adjusted to reflect differences and similarities compared to the subject in both the before and after value estimates, while the after value incorporates the perceived impact of the avigation easement encumbrance.

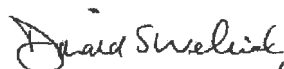
Therefore, based on the analysis within this approach, it is this appraiser's opinion that the damages attributed to the proposed avigation easement, as of June 17, 2017, are in the amount of \$7,500.

CERTIFICATION

I hereby certify that, to the best of my knowledge and belief:

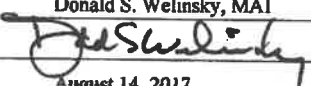
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have performed no services, as an appraiser or in any other capacity, regarding the property this is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause or the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- My value conclusions as well as other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- As of the date of this report, I (Donald S. Welinsky, MAI) has completed the continuing education program of the Appraisal Institute.

Damages attributed to the proposed avigation easement, as of June 17, 2017 is estimated at:
SEVEN THOUSAND FIVE HUNDRED (\$7,500) DOLLARS.



Donald S. Welinsky, MAI

CERTIFICATE OF APPRAISER

U.S. Department of Transportation Federal Aviation Administration		
CERTIFICATE OF APPRAISER		
Airport Biddeford Municipal Airport	Project Number 3-23-0009-13-2018	Parcel No. 19-16-2
Project Location 6 Lizotte Avenue, Biddeford, ME		
I hereby certify:		
That on <u>June 17, 2017</u> (date) (s), I personally made a field inspection of the property herein appraised and that I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal or in the data book or report that supplements the appraisal.		
That to the best of my knowledge and belief the statements contained in the appraisal attached hereto are true and the information contained therein upon which the opinion of value expressed below is based is correct, subject to the limiting conditions set forth in the appraisal.		
That I understand this market value appraisal is to be used in connection with the acquisition of land for an airport project by <u>Biddeford Municipal Airport</u> with the assistance of FAA funds or other Federal funds.		
That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of land for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.		
That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, has been disregarded in determining the compensation for the property.		
That neither my employment nor my compensation for making this appraisal are in any way contingent upon the values reported herein.		
That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property appraised.		
That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said Airport or officials of the Federal Aviation Administration and I will not do so until so authorized by said officials, 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.		
That the conclusion set forth in this appraisal is my independent opinion of the value of the property as of the <u>17th</u> day of <u>June, 2017</u> which , and that such conclusion was reached without collaboration or direction as to value.		
It is my opinion that the fair market value of the above captioned real property is as follows:		
Value before acquisition	\$	<u>80,000</u>
Value after acquisition	\$	<u>72,500</u>
Value difference	\$	<u>7,500</u>
The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easement in favor of _____		
The opinion of value expressed above is the result of and is subject to the data and conditions described in detail in this report of <u>50</u> pages.		
Date of contract	<u>March 17, 2017</u>	
Typed name	<u>Donald S. Welinsky, MAI</u>	
Signature		
Date	<u>August 14, 2017</u>	
Note: - Other statements, required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal, may be inserted where appropriate.		

ADDENDA

SUBJECT PHOTOGRAPHS
View From Lizotte Avenue



View of Lot From East

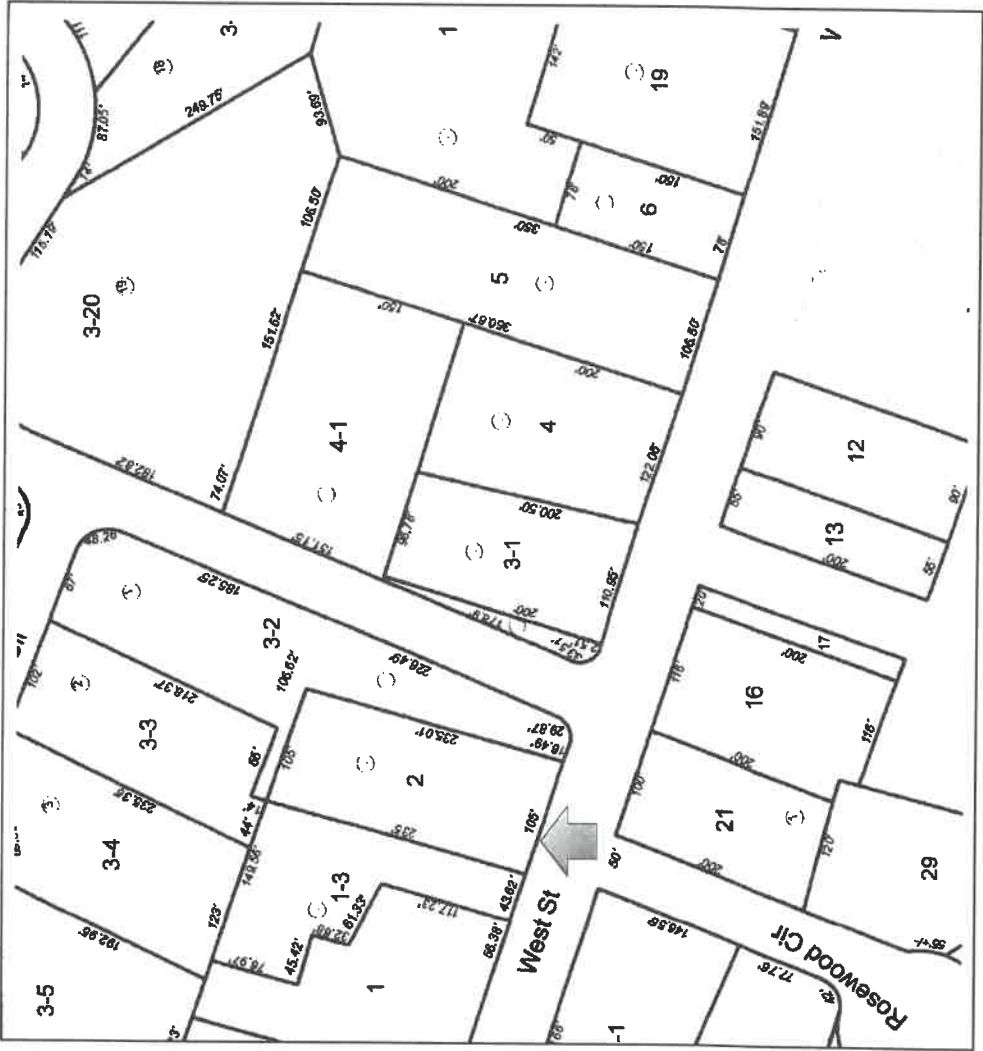


Sale No. 1

Location: 145 West Street, Biddeford
Assessors' Identification: Map 24 Lot 2
Grantor: Timothy & Amy Lambert
Grantee: Corey J. Blanchard & Gerard Letellier
Recordation: Book 17432 Page 425
Date of Sale: March 1, 2017
Mortgagee: None
Mortgage: NA
Site Area: .55 acres
Improvements: None
Zoning: SR1
Assessment: \$57,700
Sale Price: \$60,000
Sale Price per Lot:: \$60,000
Confirmation: Deed, Assessor's records
Note: Dwelling under construction at inspection; level at street grade; rectangular shaped parcel with $\pm$ 105 feet of frontage on West Street.



Sale No. 1



Sale No. 1



BK 17432 PGS 425 - 426 03/06/2017 03:49:55 PM
 INSTR # 2017008869 DEBRA ANDERSON
 RECEIVED YORK SS REGISTER OF DEEDS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT We, **TIMOTHY LAMBERT** and **AMY LAMBERT**, of 12 Iris Drive, Scarborough, Cumberland County, Maine, for consideration paid, grant to **COREY J. BLANCHARD** and **GERARD LETELLIER**, whose mailing address is: P. O. Box 520, Biddeford, Maine 04005, with warranty covenants, the land in Biddeford, York County, Maine, described as follows:

A certain lot or parcel of land situated on the Northeasterly side of West Street, in Biddeford, County of York and State of Maine, bounded and described as follows:

BEGINNING on said West Street at a point three hundred (300) feet Southeasterly from a pine stump and the Southwesterly corner of land formerly of Seth Gordon, now or formerly of one Adelard Collard; thence running Northeasterly two hundred thirty-five (235) feet on a line parallel with and three hundred (300) feet Southeasterly from the Southeasterly sideline of said Collard's land, to land now or formerly of Romeo Boissonnault et al; thence running Southeasterly along said Boissonnault land a distance of one hundred (100) feet, thence turning and running Southwesterly along said Boissonnault land a distance of two hundred thirty-five (235) feet, more or less, to said West Street; thence Northwesterly along said West Street a distance of one hundred (100) feet to the point of beginning.

Being the same premises described in a Quitclaim deed from Ocean Communities Federal Credit Union to Timothy Lambert and Amy Lambert, dated May 19, 2011, and recorded in the York Registry of Deeds at Book 16098, Page 895.

IN WITNESS WHEREOF, we, **TIMOTHY LAMBERT** and **AMY LAMBERT**, have hereunto set our hands and seals this 1st day of the month of March, 2017.

Signed, Sealed and Delivered
 in presence of

witness CRAG J. RANCOURT

Timothy Lambert

witness CRAG J. RANCOURT

x Amy Lambert

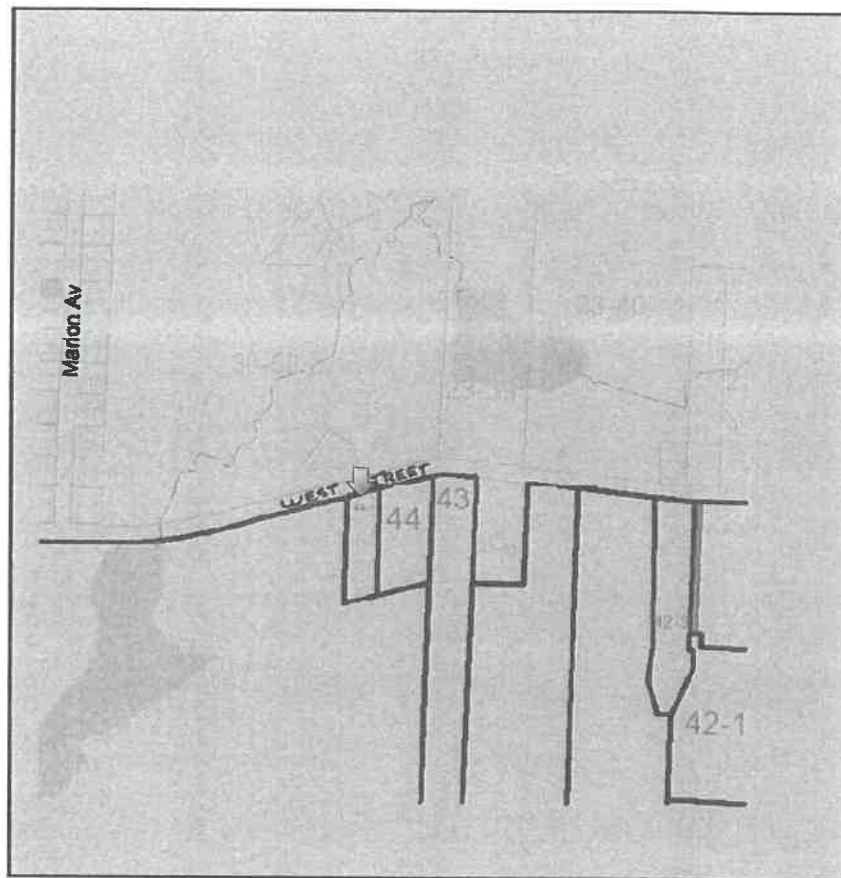
Maine R.E. Transfer Tax Paid

Sale No. 2

Location:	West Street, Biddeford
Assessors' Identification:	Map 3 Lot 44-1
Grantor:	Monique Dumont
Grantee:	Schiari Homes, LLC
Recordation:	Book 17400 Page 391
Date of Sale:	January 6, 2017
Mortgagee:	none
Mortgage:	NA
Zoning:	SR1
Site Area:	.711 acres (31,000 sf)
Assessment:	\$66,800
Sale Price:	\$50,000
Sale Price per Lot:	\$50,000
Confirmation:	Deed & Assessor's records
Note:	Building lot above grade; active construction of single family dwelling at inspection; rectangular shaped lot.



Sale No. 2



Sale No. 2

address is: 154 Main Street, Oxford, ME 04411, with warranty covenants, the land in Biddeford, York County, Maine, described as follows:

A certain lot or parcel of land situated in the City of Biddeford, County of York and State of Maine, bounded and described as follows:

Beginning at an iron pipe found driven into the ground on the southwesterly side of West Street, at the easterly corner of land described in the deed from Clarence F. Kendall, Annie N. Kendall and Marion H. Cousens to the Roman Catholic Bishop of Portland dated March 22, 1948 and recorded at the York County Registry of Deeds in Book 1109, Page 411, as shown on a "Plan Showing a Boundary Survey Made for Monique Dumont" dated November 3, 2015, made by Dow & Coulombe, Inc.;

Thence South 54° -41' -15" East, by said West Street, 100.00 feet to an iron rod with surveyor's cap driven into the ground;

Thence, South 51° -33' -25" West, by Proposed Lot B as shown on said plan, 322.85 feet to an iron rod with surveyor's cap driven into the ground;

Thence, by said land of the Roman Catholic Bishop of Portland, by the following two lines, North 54° -44' -10" West a distance of 100.02 feet to an iron pipe found driven into the ground;

Thence North 51° -33' -25" East, a distance of 322.94 feet to the point of beginning. Containing 31,000 square feet or 0.711 acres.

The above courses are magnetic and of the year 1938.

The sideline of West Street is based on an apparent line.

Meaning and intending to convey Proposed Lot A as shown on said "Plan Showing a Boundary Survey Made for Monique Dumont" dated November 3, 2015 made by Dow & Coulombe, Inc.

Being a northwesterly portion of land described in the deed from Robert E. Verrier and Beatrice Verrier (formerly Beatrice Tellier) to Aurele Dumont and Monique Dumont, dated May 23, 1988, and recorded at said Registry in Book 4708, Page 327. Aurele Dumont died October 1, 2011.

Reference is made to the above referenced plan and the Surveyor's Report that accompanies the plan.

IN WITNESS WHEREOF, the said Monique Dumont has hereunto set her hand and seal this 6th day of the month of January, 2017

Signed, Sealed and Delivered
in presence of

January 6, 2017




Monique Dumont

STATE OF MAINE
COUNTY OF OXFORD, ss.

Personally appeared the above-named Monique Dumont and made oath that the foregoing instrument is her free act and deed.

Attorney at Law

Notary Public, David C. Dow

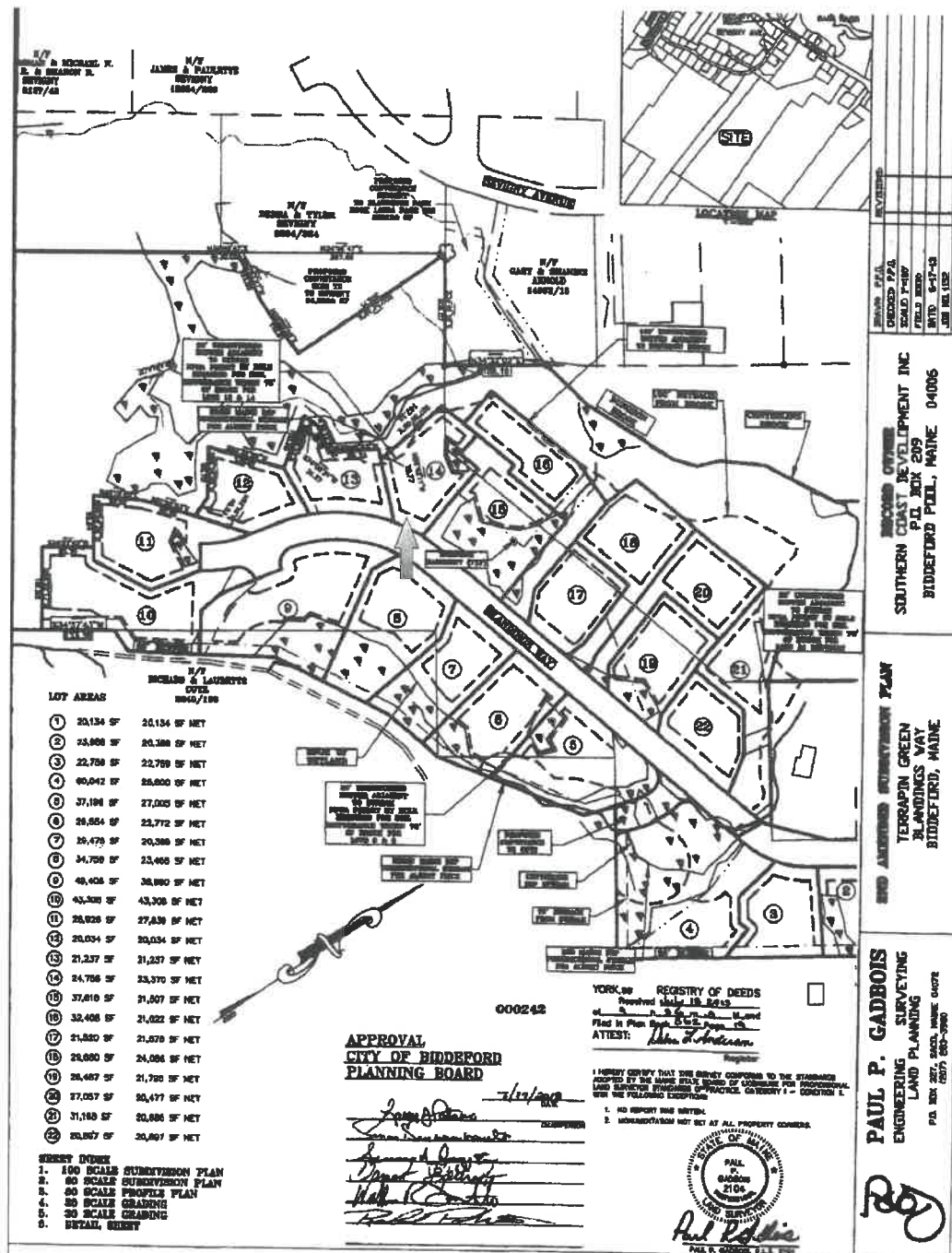
MAINE R.E. TRANSFER TAX PAID
Dow's Law Office
PO Box 349
Norway, ME 04468-0349

Sale No. 3

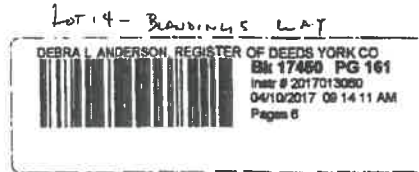
Location: 42 Blandings Way, Biddeford
Assessors' Identification: Map 8 Lot 39-14
Grantor: Southern Coast Development
Grantee: Sarah L. & Gary A. Punskey
Recordation: Book 17450 Page 161
Date of Sale: April 7, 2017
Mortgagee: None
Mortgage: NA
Site Area: 24,756 square feet (.57 acres)
Zoning: SR1
Assessment: \$66,300
Sale Price: \$80,000
Sale Price per Lot: \$80,000
Confirmation: Deed, MLS & Assessor's Records

Note: 22 lot subdivision located off Pool Street and identified as Terrapin Green; common area; referenced in Plat Book 362 Page 19 Lot 14 at York County Registry Deeds. Overall superior characteristics compared to the subject; restrictive covenants.



Sale No. 3

Sale No. 3



(Space above reserved for recording)

**WARRANTY DEED
JOINT TENANCY**
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN COAST DEVELOPMENT, INC., a Maine Corporation with a mailing address of 26 Blandings Way, Biddeford, Maine, 04005, for consideration paid, grants to SARAH L. PUNSKY and GARY A. PUNSKY, both having a mailing address of 7767 Windsong Drive, Trussville, AL 35173, with WARRANTY COVENANTS, as JOINT TENANTS the land in Biddeford in the County of York and State of Maine, described as follows:

Maine R.E. Transfer Tax Paid

A certain lot or parcel of land together with the buildings thereon, situated on Blandings Way, so-called, in Biddeford, York County, Maine, and being Lot Fourteen (14) as shown and depicted on plans entitled "Plan of Land, Terrapin Green, Blandings Way, Biddeford, Maine," dated July 9, 2008 revised through September 2, 2008, prepared by Paul P. Gadbois, and being recorded in York Registry of Deeds in Plan Book 331, Page 43 & 44 and plan entitled "Amended Subdivision Plan, Terrapin Green, Blandings Way, Biddeford, Maine" dated March 17, 2009, prepared by Paul P. Gadbois, and being recorded in the York Registry of Deeds in Plan Book 336, Page 11, and as further modified by plan entitled "2nd Amended Subdivision Plan Terrapin Green, Blandings Way, Biddeford, Maine" prepared by Paul P. Gadbois and being dated June 17, 2013 and being recorded in the York Registry of Deeds Plan Book 362, Page 19 and Plan Book 362, Page 20 to which Plans and the record thereof reference is hereby made for a more particular description of the within conveyed premises.

Except as may be modified by the terms and conditions of EXHIBIT A attached hereto, the above described premises are conveyed together with the right, in common with SOUTHERN COAST DEVELOPMENT, INC., its successors and assigns, and all other lot owners as shown on said Plan in and to the use of the streets and ways as shown on said Plan, for the purposes of ingress and egress, by foot or in vehicles, and the use, introduction, placement, maintenance, repair and replacement of all utility services customarily placed over, on or under such streets or ways for service to the within conveyed premises, provided, however, that all such utility installations shall be underground to the greatest extent possible.

The above described premises are conveyed subject to those restrictions set forth in EXHIBIT A attached hereto and made a part hereof and all conditions, restrictions and reservations of Planning Board Approval or other items in the nature of restrictions, easements, or conditions, as shown on said Plan as "NOTES" or otherwise, including, but not limited to the various drainage

Sale No. 3

For Grantor's source of title reference is made to the following

A. Deed from Brian A. Kenny et al dated November 10, 2004, and duly recorded in the York County Registry of Deeds in Book 14288, Page 897; and

B. Deed of Leo L'Heureux et al dated September 24, 2008, and recorded in York Registry of Deeds in Book 15496, page 97; and

C. Deed of Richard A. Cote et al dated October 8, 2008, and recorded in York Registry of Deeds in Book 15507, page 892; and

D. Deed of Robert Morrell dated October 8, 2008, and recorded in York Registry of Deeds in Book 15507, page 897.

IN WITNESS WHEREOF, the said SOUTHERN COAST DEVELOPMENT, INC. has caused this instrument to be signed in its corporate name and behalf by F. David Ayers, its President, duly authorized, all as of the 7th day of April, 2017.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

SOUTHERN COAST DEVELOPMENT, INC.

Susan F. Lessard

By: F. David Ayers
F. David Ayers, its President

STATE OF MAINE
COUNTY OF YORK, SS.

April 7, 2017

Personally appeared the above named F. David Ayers, President of SOUTHERN COAST DEVELOPMENT, INC., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation

Before me, Susan F. Lessard
Maine Attorney-at-Law/Notary Public

Printed Name _____

SEAL

SUSAN F. LESSARD
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
OCTOBER 22, 2020

Return to
Sarah L. Punskey
Gary A. Punskey
7767 Windsong Drive
Trussville, AL 35173

Deed/3669-010/dave/rg

SUBJECT DEED

BK8206 PG313

2

WARRANTY DEED 011432

Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That ROBERT D. DEE, JR. and RACHEL R. DEE, having a mailing address of 276 Granite Street Extension, Biddford, Maine 04003, for consideration paid, grants to JOHN T. DEE, having a mailing address of 274 Granite Street Extension, Biddford, Maine 04003, with WARRANTY COVENANTS, the land in Biddford, in the County of York and State of Maine, described as follows:

A certain lot or parcel of land situated in the City of Biddford, bounded and described as follows:

BEGINNING at an iron pipe driven into the ground on the northeasterly side of a reserved street known as Linotte Avenue, said iron pipe being the southerly corner of Lot #19 as shown on "Plan of land of Benjamin Linotte" made by Libby & Dow, Engineers, October 24, 1959 (and recorded) revised June 21, 1960;

THENCE northwesterly by said northeasterly side of said Linotte Avenue 85 feet to an iron pipe driven into the ground and remaining land of Benjamin J. Linotte and Florence Linotte;

THENCE continuing by the same course by remaining land of Benjamin J. Linotte and Florence Linotte 7.45 feet to an iron pipe driven into the ground and land of one Bilodem;

THENCE northeasterly by said land of Bilodem and forming an included angle 91° 08' with the last described line 340.69 feet to an iron pipe driven into the ground on the southwesterly side of a right of way known as Bilodem Avenue;

THENCE southeasterly by said southwesterly side of said right of way and forming an included angle of 89° 09' with the last described line 92.45 feet to a point and remaining land of Benjamin J. Linotte and Florence Linotte;

THENCE southeasterly by said remaining land of Benjamin J. Linotte and Florence Linotte and forming an included angle of 90° 51' with the last described line 241.13 feet to an iron pipe driven into the ground at the easterly corner of the above mentioned Lot #15;

THENCE continuing by the same course and by the southeasterly side of said Lot #15, 120.02 feet to the point of beginning. Together with a right of way over said Linotte Avenue as shown on the above named plan.

Being the same premises as described in deed of Robert Lavigne, et al. to Robert D. Dee, Jr. and Rachel R. Dee being dated September 29, 1965 and recorded in the York County Registry of Deeds in Book 1680, Page 149.

Excepting and reserving therefrom, however, that certain lot or parcel of land as described as follows:

1

A certain lot or parcel of land, together with the buildings and improvements thereon, situated northwesterly of, but not adjacent to, Granite Street Extension in Biddford, York County, Maine, and being more particularly bounded and described as follows:

Beginning at an iron pipe driven into the ground the northerly corner of land conveyed by Robert Lavigne and Jeanette Lavigne to Robert D. Dee, Jr. and Rachel R. Dee dated September 29, 1965 and recorded in York Registry of Deeds in Book 1680, Page 149, which iron pipe is on the southwesterly side of a right-of-way known as Bilodem Avenue;

THENCE southeasterly by said southwesterly sideline of said right-of-way forming an included angle of 89° 09' with the last described line a distance of 92.45 feet to a point and other land of Dee as described in deed of Benjamin J. Linotte and Florence Linotte to Robert D. Dee, Jr. and Rachel R. Dee, dated April 24, 1963 and recorded in the York Registry of Deeds in Book 1501, Page 574;

THENCE southeasterly by said remaining land of Dee and forming an included angle of 90° 51' with the last described line two hundred forty-one and thirteen hundredths feet (241.13) to a point which lies on the easterly corner of lot number 15 as shown and depicted on plan entitled "Plan of Land of Benjamin Linotte" made by Libby & Dow Engineers, October 24, 1959 revised on June 21, 1960 and recorded in York Registry of Deeds in Plan Book 28, Page 41;

THENCE in a northwesterly direction by said Lot #15 and by the extension thereof and by a line which is parallel to Linotte Avenue a distance of 92 feet, more or less, to a point and land now or formerly of Benjamin A. Linotte and Florence Linotte;

THENCE northeasterly by said Linotte land a distance of 241 feet, more or less, to the iron pipe driven into the ground which marks the point of beginning.

The above described premises are hereby conveyed subject to an easement given by Robert D. Dee, Jr. and Rachel R. Dee to Central Maine Power Co. and New England Tel. & Tel. Co., dated October 30, 1967 and recorded in the York Registry of Deeds in Book 4574, Page 70, to the extent it affects the same.

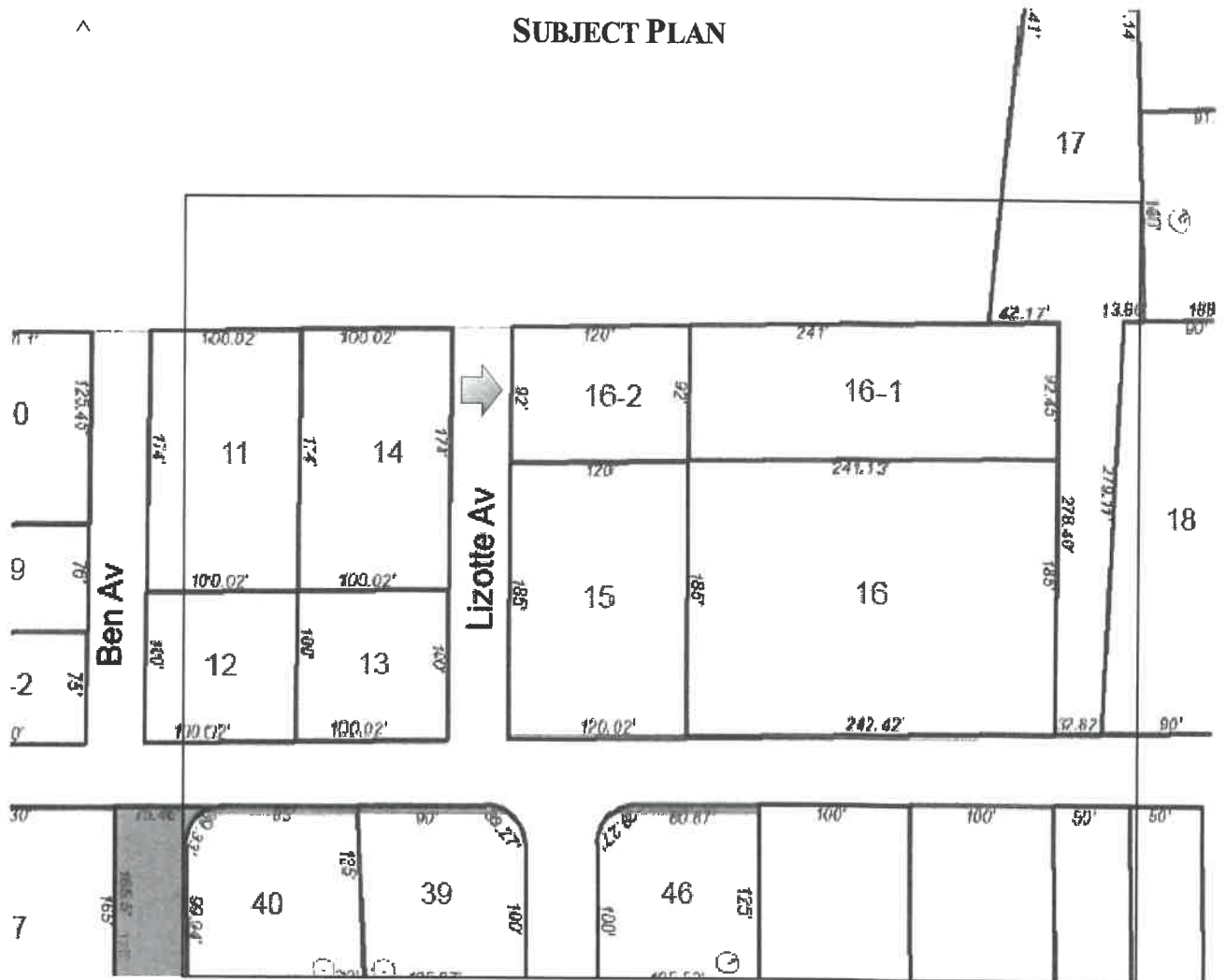
WITNESS our hand this 29th day of May, 1996.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Robert D. Dee Jr.

Robert D. Dee Jr.
Robert D. Dee Jr.

2

$\wedge$ 

LETTER ADDRESSED TO PROPERTY OWNER

Donald S. Welinsky, MAI
APPRAISAL & ADVISORY CONSULTANTS

John T. Dee
276 Granite Street
Biddeford ME 04005-9775

RE: 6 Lizotte Avenue, Biddeford, ME

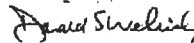
Dear Property Owner:

The Biddeford Municipal Airport is undertaking an Airport Improvement Program (AIP) in conjunction with a grant from the Federal Aviation Administration (FAA) and with cooperation with the State of Maine, Department of Transportation. As an integral part of the program, aviation easements which have been deemed a necessity to insure compliance with FAA standards, are mandated to be acquired. As explained during your meeting with Matthew Caron, Senior Airport Planner, of Gale Associates (consultant to the Airport), the aviation easement impacting your property would have minimum impact on your continued use and enjoyment of the your property. In that regard, I have been retained to provide appraisal services relative to the value of the proposed aviation easements only. Because of the methodology involved in the appraisal process, a brief inspection of the building would be necessary.

The aviation easement is obviously external to the property, but the inspection is required to determine if the proposed easement would have any impact on the present structure. Please sign the enclosed authorization form, advise whether additional information is required and/or provide a time when the inspection would be convenient. Signing the form simply initiates the appraisal process. I intend on following up this letter with a personal contact at the property. I have arranged to be in the area on June 16th (Friday) and June 17th (Saturday) for appointments.

You may respond and/or request an appointment utilizing the following e-mail address: dwelinsky@gmail.com or calling 781.837.0535. As an alternative, the form may be mailed to the address below. The proposed easement is identified within the attached plan. Thank you in advance for your cooperation.

Very truly yours,



Certified General Appraiser
Maine No. TL3726

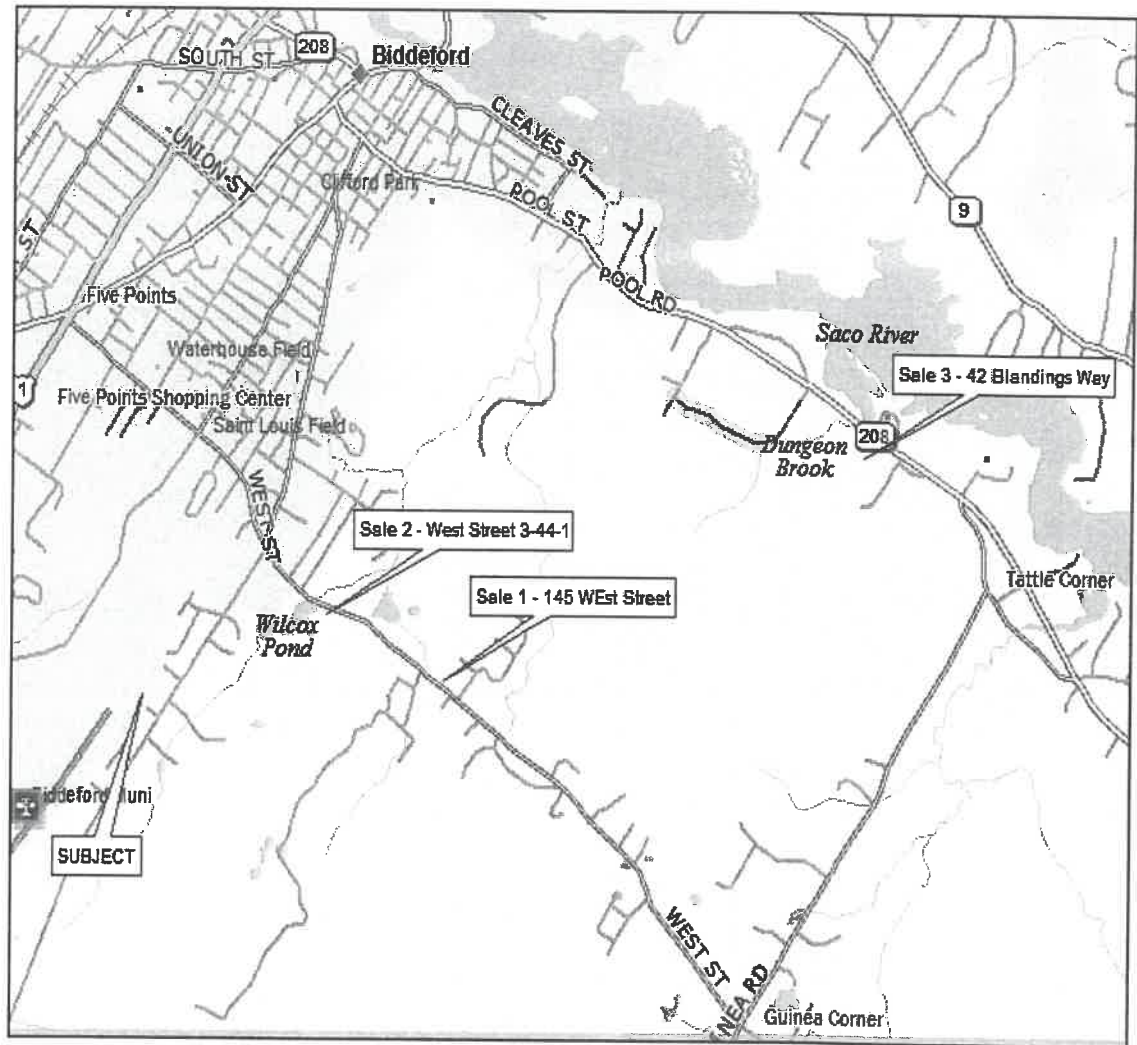
Date: _____

Authorization _____

Phone _____

Email _____

MARKET SALES LOCATION MAP



QUALIFICATIONS OF DONALD S. WELINSKY, MAI

EDUCATION

The Citadel, Charleston, South Carolina, Lincoln College of Northeastern University, Boston, Massachusetts; Appraisal Institute required courses and specialized seminars, as follows:

EDUCARE computer courses at the University of Wisconsin; Investment Analysis, sponsored by Wharton School of Business; Computer Symposium sponsored by The University of Georgia; Basic Money Market and Economic Analysis; Business Valuations; Real Estate Risk Analysis, Federal Home Loan Bank Board Regulations, and Money Markets; New Model for Tax Administration by Lincoln Institute; advanced appraisal methodology and practices courses sponsored by the Appraisal Institute.

The Appraisal Institute conducts a certification program for its members and am currently certified.

PERSONAL AFFILIATIONS

Certified General Appraiser - Commonwealth of Massachusetts, License No. 877, certified through August 31, 2017; Certified General Appraiser - State of New Hampshire, License No. NHGC-825, certified through August 31, 2018; State of Maine - Certified General Appraiser, License No. TL3726

Member Appraisal Institute (MAI), Certificate # 5313, New England Chapter, Boston, Massachusetts

Past member of Board of Directors, New England Chapter

Appointed to Regional Ethics and Counseling Panel

Commonwealth of Massachusetts, Department of Public Work list of appraisers qualified to appraise contaminated properties

BACKGROUND

Actively engaged full time in real estate appraisal and consulting; self employed for the past 40 years excepting a period of 2 years where I was affiliated with the R.M. Bradley Company of Boston, Massachusetts as a senior staff appraiser. Independently, I have served various clients throughout the New England Area.

A partial list of clients follows:

Appraisal Surveys

Brockton Redevelopment Authority

Boston Edison
 Town of Plymouth, MA
 Massachusetts Bay Transportation Authority
 Duxbury Housing Authority
 Ford Motor Company
 O.R.Colan LLC
 Leggat, McCall Appraisal
 Dighton Industries
 R.M. Bradley & Company
 Texaco
 Power Test
 Atlantic Richfield
 Salvation Army
 Town of Plymouth, MA
 Mack Truck
 Bank of Boston
 Mass. Housing Finance Agency
 Town of Abington, MA
 Bechtel/Parson Brinckerhoff
 Central Artery/Tunnel
 Tyco, International
 Fay, Spofford & Thorndike
 Worcester Regional Transit Authority (WRTA)
 CDM Smith, Inc.

Massachusetts Electric
 Town of Marshfield, MA
 TeleCom City Project
 Halifax Housing Authority
 State of Rhode Island
 Department of Transportation
 Midas Realty Corporation
 International Paper
 Commonwealth of Massachusetts
 Executive Office of
 Transportation
 Department of Agriculture
 Department of Public Works
 Office of Attorney General
 U.S. Department of Interior
 Fleet National Bank
 Town of Bedford, MA
 City of Worcester, MA
 Nature Conservancy
 VHB (Vanasse Hangen Brustlin)
 Malden Redevelopment Authority
 TranSystems Inc.
 BETA Group, Inc.
 Malden Redevelopment Authority

Appraisal and Consulting Assignments Include:

Appraisals:

Acquisitions for Urban Renewal - Fall River, New Bedford, Marlboro, Malden,
 Revere, Everett, MA
 Easements (Encumbrance Valuations)
 Electric Transmission
 Archeological
 Gas Transmission
 Railroad
 Agricultural Preservation Restrictions
 Highway Right-of-Way
 Avigation
 Eminent Domain
 Contaminated Properties
 Leasehold Valuations
 Multi-family and Condominium Projects

- Low Income and Affordable Multi-family Housing
- Shopping Centers
- Mixed Use (Office Towers, Shopping Mall, & Garage)
- Office Buildings
- Sports Facilities
 - Railroad Terminal & Arena
 - NFL Stadium
 - Jai Alai Fronton
 - Tennis & Health Clubs
- Warehouse & Industrial
 - Mini Warehouses
 - Processing Plants
 - Manufacturing Plants
 - Research & Development
- Marina & Waterfront Development
- Banking Facilities
- Major Military Installation
- Cranberry Bogs
- Residential Subdivisions
- Automobile Dealerships
- Automobile Car Washes
- Truck Sales Distribution and Repair
- Nursing Homes
- Hotels and Motels
- Gasoline Service Stations
- National Seashore Park Acquisitions

Consulting:

- Land Utilization and Marketability Studies (LUM)
- Buyer Origination Study
- Highest and Best Use
- Financial Optimization
- Ad Valorem and Equalization Analysis
- FNMA Condominium Analysis
- Appraisal Review

EXPERT TESTIMONY

Appeared as an expert witness before the Appellate Tax Board of the Commonwealth of Massachusetts, the Federal Court District of Massachusetts, Federal Bankruptcy Court, Plymouth Superior Court and District Court.

Initial Meeting on April 20, 2017

- Matt Caron of Gale Associates, Kris Reynolds, Airport Manager, and Fred Oliver, Airport Commission Vice Chairman met with John Dee (in his father's kitchen) to discuss the aviation easement project the Airport is undertaking, and how it may affect Mr. Dee's property.
- Mr. Dee expressed his displeasure with the amount of money being pumped into the airport, but he understands why the project is happening.
- Mr. Dee granted permission for the Airport to continue with the project which includes survey, appraisal and review appraisal services.

Offer to Purchase Aviation Easement

- Following the survey, appraisal and review appraisal activities, a formal offer letter was sent via certified mail to Mr. Dee on September 21, 2017.

Follow Up to Offer to Purchase Aviation Easement

- Mr. Dee rejected the offer \$7,500 for the aviation easement saying it was too low.
- Subsequent telephone discussions occurred with Mr. Dee and he agreed to find an appraiser of his own and that we would resume negotiations after he had an appraisal of his own completed.
- Mr. Dee never had an appraisal completed.
- A letter from Mr. Dee dated November 27, 2017 was received by Gale formally rejecting the offer.

Easement Impacts

- Maximum allowable tree heights- approximately 28 feet- 35 feet



City of Biddeford
Biddeford Airport Commission
205 Main Street
Biddeford, ME 04005

September 21, 2017

John T. Dee
6 Lizotte Avenue
Biddeford, ME 04005

RE: Offer to Purchase Avigation Easement
By Biddeford Municipal Airport
6 Lizotte Avenue, Assessor's Map 19 Lot 16-2

Dear Mr. Dee,

The City of Biddeford, through its Airport Commission, is undertaking a project to protect the Runway 24 approach to Biddeford Municipal Airport (the Airport) and allow for the removal of existing and impeding obstructions (obstacles) to the approach surfaces. This project is necessary for the continued safety of property owners as well as airport users. Your property has been identified as one that contains trees that obstruct the runway approach surface to Runway 24 at the airport and the Airport Commission wishes to obtain a property interest from you in the form of an Avigation Easement¹ in order to remove these trees.

The airport must pay "just compensation" to you in order to acquire the easement on your property. To this end, your property has been independently inspected and appraised by a qualified appraiser, and the appraisal has been reviewed by an independent review appraiser. The appraisers determined the value of the property interests being acquired is **\$7,500.00**. Accordingly, the Airport Commission hereby offers you **\$7,500.00** for the purchase of the avigation easement as reflected in the accompanying deed and as compensation for possible loss of market value and damages resulting from future obstruction removal. The Airport Commission has committed to remove the trees identified as "penetrations" and "near penetrations" once an easement has been obtained.

It is the goal of the Airport Commission to enter into a purchase and sale agreement within thirty (30) days from the date of this offer. The Airport Commission will make every reasonable effort to acquire this property interest by negotiated agreement. However, in the event a negotiated agreement cannot be reached in a timely manner the Commission reserves its right to acquire the needed interests by any other lawful method.

¹ An Avigation Easement is a property right acquired from a landowner which protected the use of airspace above a specified height.

Attached please find a signed Offer to Purchase Easement, the proposed Avigation Easement Deed, a plan entitled "Avigation Easement Plan" showing the proposed easement area, and a brochure entitled *Land Acquisition for Public Airports* that was developed by the FAA to explain this process to affected property owners. The property owned by you over which the Airport Commission wishes to acquire an easement is shown as "Avigation Easement No. 7" on the enclosed Avigation Easement Plan and is highlighted in red. If you wish to accept this offer please sign and return the Offer to Mr. Matthew Caron from Gale Associates, Inc. at the following address: 15 Constitution Dr. Bedford, NH 03110. Mr. Caron is available to discuss this Offer and to answer any questions or concerns that you may have during this process and can be reached at 603-471-1887.

The Airport Commission appreciates your cooperation with our consultant, Gale Associates, and appreciates your consideration of this matter.

Very truly yours,
BIDDEFORD MUNICIPAL AIRPORT

Rick Laverriere
Biddeford Airport Commission

Enclosures

cc: Matthew P. Caron, Gale Associates
Sandra Guay, Attorney at Law

OFFER TO PURCHASE AVIGATION EASEMENT

TO: John T. Dee

DATE: September 21, 2017

Re: Avigation Easement on and over the property at 6 Lizotte Avenue, Biddeford, ME, Assessor's Map 19 Lot 16-2 (the "Premises")

(For title, see: Book 8206, Page 313 York County Registry of Deeds)

We hereby offer to buy from you an Avigation Easement on and over the Premises, subject to the following terms and conditions:

1. We will pay for the said Avigation Easement \$7,500.00, of which
 - a. \$7,500.00 is to be paid at the time of delivery of the Avigation Easement Deed.
2. This offer is good until 5:00 P.M. on October 23, 2017, at or before which time a copy of this Offer must be signed by you and returned to us or this Offer shall be void.
3. The Closing shall take place at 10:00 A.M. on December 8, 2017, at the York County Registry of Deeds unless otherwise agreed in writing.
4. If this Offer is accepted by you, then our obligation to buy the Avigation Easement on and over the Premises is subject to and expressly conditioned upon:
 - a. Our obtaining, on or before twenty-one (21) days from your acceptance of this Offer, a preliminary inspection of the Premises satisfactory to us, paid for by the Airport Commission, with access to the Premises permitted by the owner for the Airport or its agents for said purpose; and
 - b. Execution by you and us, on or before twenty-one (21) days from your acceptance of this Offer, of a mutually satisfactory Purchase and Sales Agreement setting forth all of the terms and conditions of this transaction, which shall then become the agreement of the parties; and

If all the above conditions are not satisfied after the acceptance of this Offer, this agreement shall terminate, and neither party shall have further recourse against the other.

5. Time is of the essence of this Offer.
6. The riders, if any, attached hereto containing additional terms are incorporated by reference.

NOTICE: This is a legal document. Consult an attorney. Upon acceptance by the Seller, it constitutes a binding agreement on both parties. Both parties acknowledge that they have been offered the opportunity to seek and confer with legal counsel of their choice prior to signing this agreement.

BUYER
City of Biddeford
By its Airport Commission

Rick Laverriere

Address of Buyer 205 Main Street, Biddeford, ME 04005

ACCEPTANCE

This Offer is hereby accepted upon the foregoing terms and conditions.

John T. Dee

Address of Seller: 6 Lizotte Avenue, Biddeford, ME 04005

RIDER A
Additional Terms

The Avigation Easement granted shall be in substantially the form attached hereto.

Avigation Easement Deed

KNOWN ALL PERSONS BY THESE PRESENTS, that John T. Dee, of Biddeford, Maine (the "Grantor"), owner of a certain parcel of land situated at Lizotte Avenue in the City of Biddeford, County of York, State of Maine, being more particularly described in a deed dated May 29, 1996 and recorded in the York County Registry of Deeds in Book 8206, Page 313 (the "Grantor's Property"), in consideration of the sum of **Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the City of Biddeford, Maine, a municipal corporation, acting by and through the Biddeford Airport Commission, with an address of 88 Landry Street, Biddeford, Maine 04005, (the "Grantee"), its successors and assigns, the rights more fully set forth below, including the perpetual easement, appurtenant to the Biddeford Municipal Airport, (sometimes hereinafter, the "Airport"), for the unobstructed passage of all aircraft in and through all airspace located above the Imaginary Plane (as defined below) located at or above the surface of the Grantor's Property depicted by "cross hatching" as "Avigation Easement No. 7" on the Plan defined below, (sometime hereinafter, "Avigation Easement Area"):

Avigation Easement No. 7, meaning and intending to describe a portion of the premises as described in the deed of Robert D. Dee, Jr. and Rachel R. Dee to John T. Dee, dated May 29, 1996, and recorded in the York County Registry of Deeds in Book 8206, Page 313, and further identified as Tax Map 19, Lot 16-2 on that certain plan of land entitled "Easement Map for the Biddeford Municipal Airport", with a scale of 1" = 60', dated July 26, 2017, prepared by Maine Boundary Consultants, and recorded in the York County Registry of Deeds as Plan Book __, Pages __, and more particularly described as follows:

Beginning at a point, on the assumed northeasterly sideline of Lizotte Avenue, so-called, said point being labeled as "POB 7" on the "Easement Map for the Biddeford Municipal Airport", and being N 53°14'33" W, along said Lizotte Avenue, so-called, 4.13 feet, from a point, said point being at the westerly most corner of land of Keith Rocray and Kevin Rocray, as described in the deed recorded in the York County Registry of Deeds in Book 17346, Page 679, and being at the southerly most corner of the land of the Grantor herein;

Thence N 53°14'33" W, along said Lizotte Avenue, so-called, and an area of uncertain ownership as shown on the easement map referenced herein below, 88.50 feet, to a point, and the land now or formerly of The City of Biddeford as described in said Registry in Book 5664, Page 52;

Thence N 35°32'36" E, along said City of Biddeford property, 119.82 feet, to a point, and the land now or formerly of Robert D. Dee, Jr and Rachel R. Dee, as described in the deed recorded in the said Registry in Book 1680, Page 149;

Thence S 53°14'33" E, along said Robert D. Dee, Jr and Rachel R. Dee, 92.43 feet, to a found 1 ½" iron pipe, and the said land now or formerly of Keith Rocray and Kevin Rocray;

Thence S 35°26'57" W, along said Keith Rocray and Kevin Rocray, 98.94 feet, to a point, said point being S 35°26'57" W, 20.89 feet, from the said southerly most corner of the land of the Grantor;

Thence S 46°40'31" W, through the land of the Grantor herein, 21.20 feet, to the point of beginning;

Containing 11,040 Square Feet, more or less.

The Basis of Bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Cors96) Epoch 2002, using an Altus APS-3 RTK GPS (Global Positioning System) receiver correcting using the NOAA Online User Positioning User Service (OPUS). The point of beginning of the easement described herein above is at a coordinate of NORTH 231611.7051, EAST 2873423.2395, and is N 63°34'11" E and 959.56 feet, from the Runway 24 End Point of the Biddeford Municipal Airport. The said Runway 24 End Point of the Biddeford Municipal Airport is at a coordinate of NORTH 231184.595, EAST 2873423.2395. The 2017 magnetic Meridian determined by hand compass was found to be 15°30'±, West of GRID NORTH.

The airspace conveyed by this Avigation Easement is all of that airspace located above the Avigation Easement Area on and above an imaginary plane that is described as follows:

The Airspace above said Avigation Easement (hereinafter called the Approach Surface), is the same imaginary surface as described in the Title 14 CFR Part 77- Safe, Efficient Use, and Preservation of the Navigable Airspace. The starting point of the Approach Surface begins on the Runway 6-24 centerline (said Runway 6-24 centerline is defined as the line between the Runway 6 End Point at a Latitude of 43°27'39.59" N, and a Longitude of 70°28'33.91" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 228919.763, EAST 2870597.633, and an elevation of 146.5 feet above Mean Sea Level, and the Runway 24 Endpoint at a Latitude of 43°28'02.03" N, and a Longitude of 70°28'07.36" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 231184.595, EAST 2872563.972, and an elevation of 154.8 feet above Mean Sea Level, as listed on Sheet 2 of 8 of the "Airport Master Plan Update, Biddeford Municipal Airport," dated February 2005, by Dufresne-Henry), at a point 200 feet northeasterly from the said Runway 24 Endpoint. The approach surface is 500 feet in width at its starting point, with an additional 50-foot buffer zone on either side. The Approach Surface then rises upward and outward from its starting point in the northeasterly direction at a rate of 1-foot vertical for each 20 feet horizontal, widening uniformly to 1,500 feet (on a horizontal plane) in width, with an additional 50-foot buffer zone on either side of the Approach Surface, at a point 5,000 feet (on a horizontal plane) from said starting point.

Said Avigation Easement shall be appurtenant to and for the benefit of the real property known as Biddeford Municipal Airport, including any additions thereto wherever located, hereinafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms or corporations operating aircraft to and from the Biddeford Municipal Airport.

This Avigation Easement is granted together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said Avigation Easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantor's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft landing at, or taking off from, or operation at or on said Biddeford Municipal Airport; and Grantor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Biddeford Municipal Airport. However, Grantor reserves any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns resulting from the overburdening of this Avigation Easement or an aircraft accident on Grantor's Property.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.

This Avigation Easement hereby grants to the Grantee the continuing right and duty to prevent the erection or growth upon Grantor's Property of any building, structure, tree, brush, shrub, or other natural or man-made objects, penetrating or extending into the airspace at or above the aforesaid Imaginary Plane, or, in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such buildings, structures, tree, brush, shrub, or other natural or man-made objects now upon, or which in the future may be upon Grantor's Property, together with the right of ingress to, egress from, and passage over Grantor's Property for the above purpose.

To have and to hold said Avigation Easement, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Biddeford Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

And for the consideration hereinabove set forth, the Grantor, for itself, its heirs, administrators, executors, successors, and assigns, does hereby covenant with the Grantee that it is lawfully seized in fee of the Grantor's Property; that it is free of encumbrances (except as disclosed to Grantee); that it has good right to sell and convey such Avigation Easement to the said Grantee as aforesaid, that it and its heirs and assigns shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons. Grantor further covenants that it will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's Property any building, structure, tree, bush, shrub, or other object contrary to the provisions

of this Avigation Easement as set forth above, and that it shall not hereafter use or permit or suffer the use of Grantor's Property in such a manner as to create electrical interference with radio or other communication between any installation upon said Airport and aircraft, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal this _____ day of the month of _____, 20____.

John T. Dee

STATE OF MAINE

_____ County

On this ____ day of _____, 201__ , before me, the undersigned notary public, personally appeared John T. Dee proved to me through satisfactory evidence of identification, consisting of a Maine Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily.

Notary Public

My commission expires:

LOCATION MAP:
Scale 1" = 800'

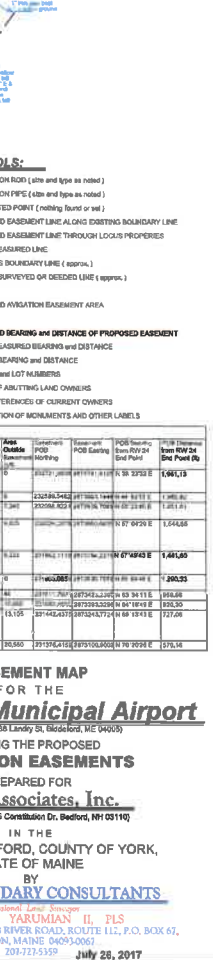
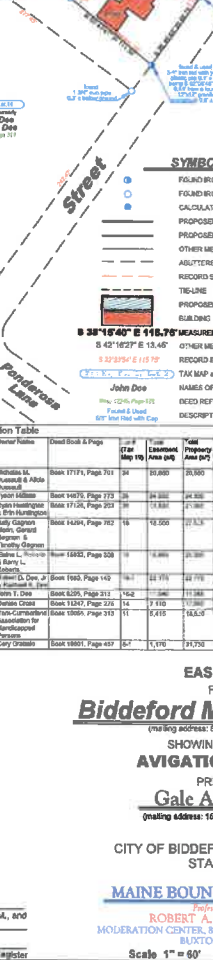


REPORT NOTES:

- [illegible]



Biddeford Municipal Airport
LAND OF
City of Biddeford

[illegible]

**EASEMENT MAP
FOR THE
*Biddeford Municipal Airport***

Blodgett Associates, Inc.
(mailing address: 88 Landry St., Blodgett, ME 04008)

**SHOWING THE PROPOSED
AVIGATION EASEMENT**

PREPARED FOR
Gale Associates, Inc.
(mailing address: 16 Constitution Dr., Bedford, NH 03111)

IN THE
CITY OF BIDDEFORD, COUNTY OF YORK,
STATE OF MAINE

BY
MAINE BOUNDARY CONSULTANTS

Professional Law Services
ROBERT A. YARUMIAN II, PLS

MODERATION CENTER, 8 RIVER ROAD, ROUTE 112, P.O. BOX 67,
BUXTON, MAINE 04009-0067
Scale 1" = 80' 701-727-5350 July 28, 2017

YORK, ss REGISTRY OF DEEDS
Received _____
at _____ h _____ m _____ M., and
Filed in Plan Book _____ page _____
ATTEST:

THIS MAP CONFORMS TO THE MAINE BOARD OF LICENSURE
FOR PROFESSIONAL LAND SURVEYORS, RULES OF APRIL 2001,
CHAPTER 60, "STANDARDS OF PRACTICE."

ROBERT A. YARUMIAN II, PLS 1303

DATE _____

Scale 1" = 60' 201-727-5359 July 28, 2017

20, 2011

276 Granite Street
Biddeford, ME 04005
November 27, 2017

City of Biddeford
Biddeford Airport Commission
205 Main Street
Biddeford, ME 04005

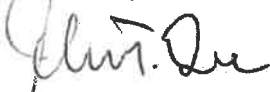
RE: Offer to Purchase Avigation Easement
By Biddeford Municipal Airport
6 Lizotte Avenue, Assessor's Map 19 Lot 16-2

Dear Biddeford Airport Commission:

I am writing to acknowledge that I received your offer to purchase avigation easement for the property located at 6 Lizotte Avenue.

After consideration, \$7500.00 does not sufficiently compensate for possible loss of market value for that property and I am declining your offer.

Sincerely,



John T. Dee

WOODMAN EDMANDS DANYLIK AUSTIN
SMITH & JACQUES, P.A.

ATTORNEYS-AT-LAW

ROBERT B. WOODMAN
THOMAS DANYLIK
RALPH W. AUSTIN
JAMES B. SMITH
KEITH R. JACQUES
MICHAEL J. O'TOOLE
HARRY B. CENTER II
SANDRA L. GUAY
AMY McNALLY

234 MAIN STREET
P.O. BOX 468
BIDDEFORD, ME 04005-0468
TELEPHONE: 207-284-4581
FAX: 207-284-2078
E-MAIL: KRJ@woodedlaw.com

PETER L. EDMANDS
(Retired)

April 13, 2018

Ryan and Erin Huntington
262 Granite Street
Biddeford, ME 04005

**RE: Notice of Potential Taking of Avigation Easements by Eminent Domain
Pursuant to 6 M.R.S. §122**

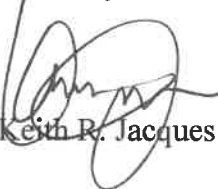
Dear Mr. and Mrs. Huntington:

I am the City Solicitor for the City of Biddeford, Maine. Enclosed is a notice regarding the City Council meeting on May 1, 2018. At that meeting, the City Council will consider taking by eminent domain an avigation easement acquiring air rights over your property. You previously have received communications from Matthew Caron of Gale Associates regarding the avigation easement.

I have enclosed for your review the proposed avigation easement, the avigation easement appraisal report, an easement map, and photos of your property showing the proposed avigation easement.

Please do not hesitate to contact me if you have any question.

Sincerely,



Keith R. Jacques

KRJ/cem

Enc.

cc: Carmen Morris, City Clerk

Mortgage Research Center d/b/a Veterans United Home Loans

**CITY OF BIDDEFORD
NOTICE OF CITY COUNCIL MEETING**

TO:

Cory Grattelo
288 Granite Street
Biddeford, ME 04005

Map 19, Lot 18-1
YCRD Book 16601, Page 457

John Dee
6 Lizotte Avenue
Biddeford, ME 04005

Map 19, Lot 16-2
YCRD Book 8206, Page 313

Robert Dee, Jr.
272 Granite Street
Biddeford, ME 04005

Map 19, Lot 16-1
YCRD Book 1680, Page 149

Ryan and Erin Huntington
262 Granite Street
Biddeford, ME 04005

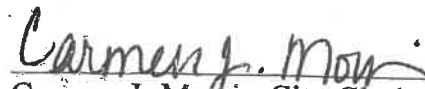
Map 19, Lot 20
YCRD Book 17126, Page 203

And all other persons having an interest in the above-described premises or in the taking of certain avigation easements by eminent domain.

**RE: Notice of Potential Taking of Avigation Easements by Eminent Domain
Pursuant to 6 M.R.S. §122**

You are hereby notified that the City Council of the City of Biddeford at its May 1, 2018 City Council Meeting commencing at 6:00 p.m. in the City Council Chambers, Biddeford City Hall, 205 Main Street, will determine whether to take by eminent domain certain avigation easements, copies of which are available at the Biddeford City Clerk's Office, over the above four properties for the public purpose of providing unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport. Public comment will be heard in accordance with the Rules of the City Council.

DATED at Biddeford, Maine this 13th day of April, 2018.


Carmen J. Morris, City Clerk

Avigation Easement

KNOWN ALL PERSONS BY THESE PRESENTS, that at a duly called meeting of the Biddeford City Council on May 1, 2018, the City Council pursuant to 6 M.R.S. §122, voted to acquire by eminent domain for public purpose the following avigation easement over property owned by Ryan Huntington and Erin Huntington, of Biddeford, Maine (hereinafter collectively "Huntington"), situated at Granite Street in the City of Biddeford, County of York, State of Maine, being more particularly described in a deed dated October 30, 2015 and recorded in the York County Registry of Deeds in Book 17126, Page 203 (hereinafter "Huntington's Property"), and to pay just compensation in the amount of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for said avigation easement:

A perpetual easement, appurtenant to the Biddeford Municipal Airport, (sometimes hereinafter, the "Airport"), for the unobstructed passage of all aircraft in and through all airspace located above the Imaginary Plane (as defined below) located at or above the surface of Huntington's Property depicted by "cross hatching" as "Avigation Easement No. 3" on the Plan defined below, (sometime hereinafter, "Avigation Easement Area"):

Avigation Easement No. 3, meaning and intending to describe a portion of the premises as described in the deed of Joyce D. Courtois to Ryan Huntington and Erin Huntington, dated October 30, 2015, and recorded in the York County Registry of Deeds in Book 17126, Page 203, and further identified as Tax Map 19, Lot 20 on that certain plan of land entitled "Easement Map for the Biddeford Municipal Airport", with a scale of 1" = 60', dated July 26, 2017, prepared by Maine Boundary Consultants, and recorded in the York County Registry of Deeds as Plan Book ___, Pages ___, and more particularly described as follows:

Beginning at a point, being along the southwesterly boundary line of the land now or formerly of Raymond E. Tardiff and Rachel D. Tardiff, as described in the deed recorded in the York County Registry of Deeds in Book 2187, Page 232, said point being labeled as "POB 3" on the "Easement Map for the Biddeford Municipal Airport", and being N 75°09'58" W, along said Raymond E. Tardiff and Rachel D. Tardiff, 56.88 feet, from a found 1" iron pipe, on the assumed northwesterly sideline of Granite Street, so-called, said found 1" iron pipe being at the southerly most corner of the said land of said Raymond E. Tardiff and Rachel D. Tardiff, and being at the easterly most corner of the land of Huntington herein;

Thence S 46°40'31" W, through the land of Huntington herein, 108.63 feet, to a point, and the land now or formerly of Judy Gagnon Morin, Gerard Gagnon, and Timothy Gagnon, as described in the deed recorded in the said Registry in Book 14294, Page 762, said point being N 55°47'53" W, along said Judy Gagnon Morin, Gerard Gagnon, and Timothy Gagnon, 73.87 feet, from a found 1" iron pipe crimped, on the assumed northwesterly sideline of Granite Street, so-called, said found 1" iron pipe crimped being at the easterly most corner of the said land of Judy Gagnon Morin, Gerard Gagnon, and Timothy Gagnon, and being at the southerly most corner of the land of Huntington herein;

Thence N 55°47'53" W, along said Judy Gagnon Morin, Gerard Gagnon, and Timothy Gagnon, 205.66 feet, to a found 1" iron pipe crimped, and the land now or formerly of Marc R. Tardif, as described in the deed recorded in the said Registry in Book 6687, Page 346;

Thence N 35°46'51" E, along said Marc R. Tardif, 25.78 feet, to a found ¾" rebar, and the said land now or formerly of Raymond E. Tardiff and Rachel D. Tardiff;

Thence S 75°09'58" E, along said Raymond E. Tardiff and Rachel D. Tardiff, 242.12 feet, to the point of beginning;

Containing 13,820 Square Feet, more or less.

The Basis of Bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Cors96) Epoch 2002, using an Altus APS-3 RTK GPS (Global Positioning System) receiver correcting using the NOAA Online User Positioning User Service (OPUS). The point of beginning of the easement described herein above is at a coordinate of NORTH 232098.8221, EAST 2873939.7089, and is N 56°23'40" E and 1,651.81 feet, from the Runway 24 End Point of the Biddeford Municipal Airport. The said Runway 24 End Point of the Biddeford Municipal Airport is at a coordinate of NORTH 231184.595, EAST 2872563.972. The 2017 magnetic Meridian determined by hand compass was found to be 15°30'±, West of GRID NORTH.

The airspace conveyed by this Avigation Easement is all of that airspace located above the Avigation Easement Area on and above an imaginary plane that is described as follows:

The Airspace above said Avigation Easement (hereinafter called the Approach Surface), is the same imaginary surface as described in the Title 14 CFR Part 77- Safe, Efficient Use, and Preservation of the Navigable Airspace. The starting point of the Approach Surface begins on the Runway 6-24 centerline (said Runway 6-24 centerline is defined as the line between the Runway 6 End Point at a Latitude of 43°27'39.59" N, and a Longitude of 70°28'33.91" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 228919.763, EAST 2870597.633, and an elevation of 146.5 feet above Mean Sea Level, and the Runway 24 Endpoint at a Latitude of 43°28'02.03" N, and a Longitude of 70°28'07.36" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 231184.595, EAST 2872563.972, and an elevation of 154.8 feet above Mean Sea Level, as listed on Sheet 2 of 8 of the "Airport Master Plan Update, Biddeford Municipal Airport," dated February 2005, by Dufresne-Henry), at a point 200 feet northeasterly from the said Runway 24 Endpoint. The approach surface is 500 feet in width at its starting point, with an additional 50-foot buffer zone on either side. The Approach Surface then rises upward and outward from its starting point in the northeasterly direction at a rate of 1-foot vertical for each 20 feet horizontal, widening uniformly to 1,500 feet (on a horizontal plane) in width, with an additional 50-foot buffer zone on either side of the Approach Surface, at a point 5,000 feet (on a horizontal plane) from said starting point.

Said Avigation Easement shall be appurtenant to and for the benefit of the real property known as Biddeford Municipal Airport, including any additions thereto wherever located, and any and all persons, firms or corporations operating aircraft to and from the Biddeford Municipal Airport.

This Avigation Easement is for the purpose of acquiring air rights to provide unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport.

This Avigation Easement includes all things which may be alleged to be incident to or resulting from the use and enjoyment of said Avigation Easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Huntington's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft landing at, or taking off from, or operation at or on said Biddeford Municipal Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.

This Avigation Easement hereby includes the City of Biddeford, Maine's continuing right and duty to prevent the erection or growth upon Huntington's Property of any building, structure, tree, brush, shrub, or other natural or man-made objects, penetrating or extending into the airspace at or above the aforesaid Imaginary Plane, or, in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the City of Biddeford, as an alternative, to mark and light as obstructions to air navigation, any such buildings, structures, tree, brush, shrub, or other natural or man-made objects now upon, or which in the future may be upon Huntington's Property, together with the right of ingress to, egress from, and passage over Huntington's Property for the above purpose.

To have and to hold said Avigation Easement, and all rights appertaining thereto unto the City of Biddeford, its successors and assigns, until said Biddeford Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

IN WITNESS WHEREOF, the CITY OF BIDDEFORD has hereunto set its hand and seal this _____ day of the month of May, 2018.

CITY OF BIDDEFORD

James A. Bennett, City Manager

STATE OF MAINE
YORK, ss.

May , 2018

Personally appeared before me the above named James A. Bennett, City Manager for the City of Biddeford, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Biddeford.

Before me,

Notary Public

Kyan z ein tuningian



262 Granite St- Parcel 19-20

- Approach Surface
- Subject Parcel

- Approximate Easement Area

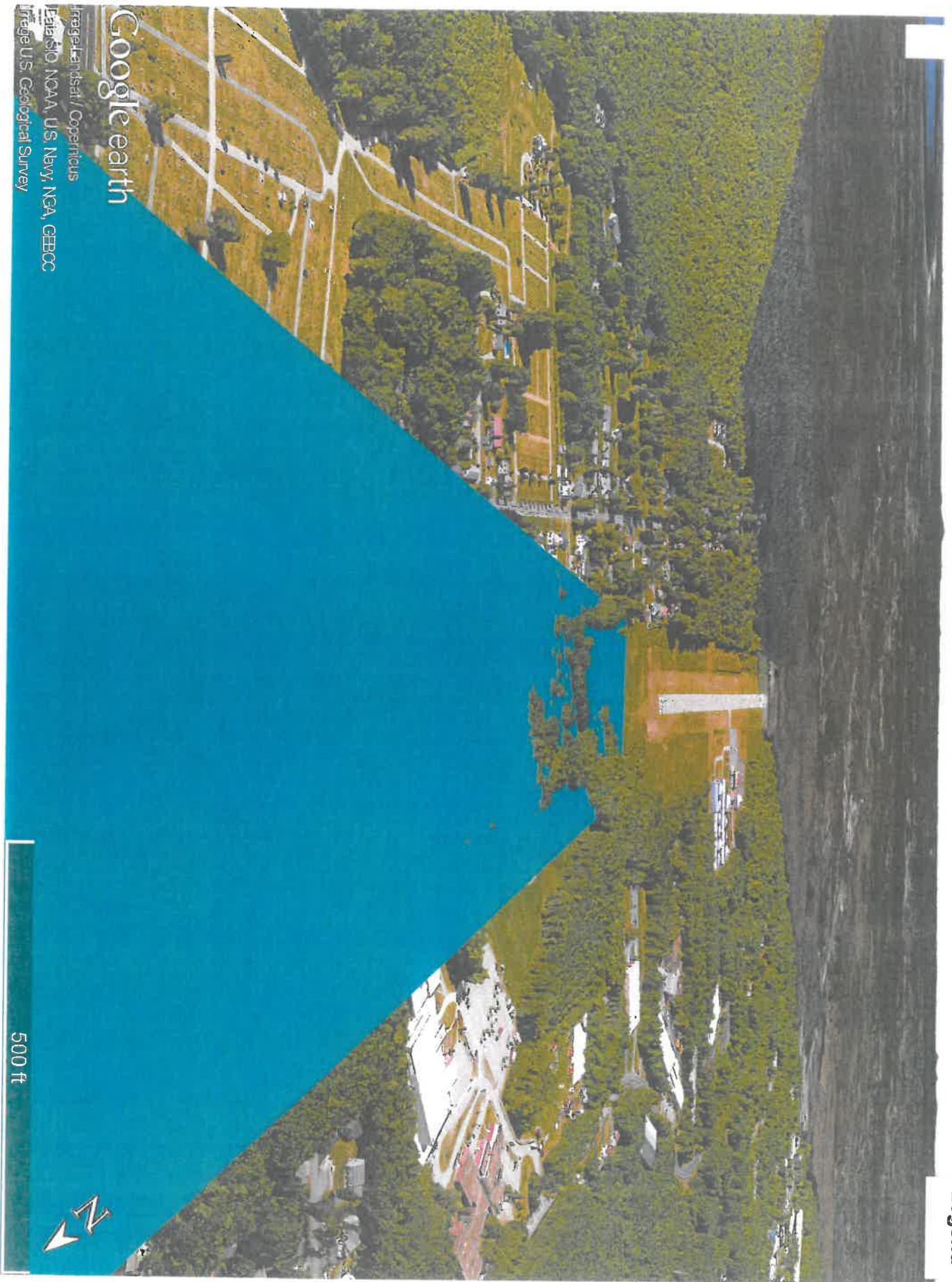
This plan is for planning purpose only and not intended for public consumption or



Google Earth

Imagery © 2012, Wayne Corporation

500 ft



AVIGATION EASEMENT APPRAISAL REPORT
OF

Ryan & Erin Huntington
262 Granite Street
Biddeford, Maine

Property Proximate
Biddeford Municipal Airport
Biddeford, Maine

Prepared For:

Mr. Matthew Caron, AICP
Senior Planner
Gale Associates, Incorporated
15 Constitution Drive
Bedford, New Hampshire 03110

Consultants To:
City of Biddeford
Airport Commission
Biddeford, Maine

Prepared By:

Donald S. Welinsky, MAI
Appraisal & Advisory Consultants
Post Office Box 708
Marshfield, Massachusetts 02050

Donald S. Welinsky, MAI
APPRAISAL & ADVISORY CONSULTANTS

August 1, 2017

Mr. Matthew Caron, AICP
Senior Planner
Gale Associates, Incorporated
15 Constitution Drive
Bedford, New Hampshire 03110

Re: Property of Ryan & Erin Huntington, 262 Granite Street, Biddeford, Maine

Dear Sir:

In accordance with your request, I have undertaken an appraisal of the above property identified as City of Biddeford Assessor's Map 19 Lot 20 situated westerly of the Biddeford Municipal Airport, Biddeford, Maine.

The purpose of the appraisal is to estimate the damages of a proposed avigation easement within the real estate, described above, and has been appraised subject to existing encumbrances of record.

After a complete inspection of the above property and general locus and after having considered all pertinent data affecting the valuation I am of the opinion that the damages related to the proposed avigation easement impacting the subject property, as of June 17, 2017, is estimated at:

\$12,500
(TWELVE THOUSAND FIVE HUNDRED DOLLARS).

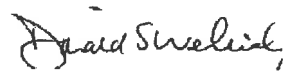
The appraiser has no undisclosed interest in this or any other property which would influence the values found or the conclusions reached. The values indicated in this report bear no relation to the fee charged for this appraisal.

This appraisal has been made for the exclusive use of Gale Associates, Incorporated, (intended users) as consultants to the Biddeford Municipal Airport of the City of Biddeford. Its use by other persons or for other purposes is strictly prohibited. The use of part of this report without the consideration of the whole is strictly prohibited and this appraisal, when used in this manner, is null and void and of no effect. The intended use of the report is to provide guidance in the acquisition of the specified interests in the real estate proposed to be acquired.

Your attention is directed to the attached appraisal report containing the results of my investigation and subsequent value estimate.

Thank you for the privilege of serving you.

Respectfully submitted,



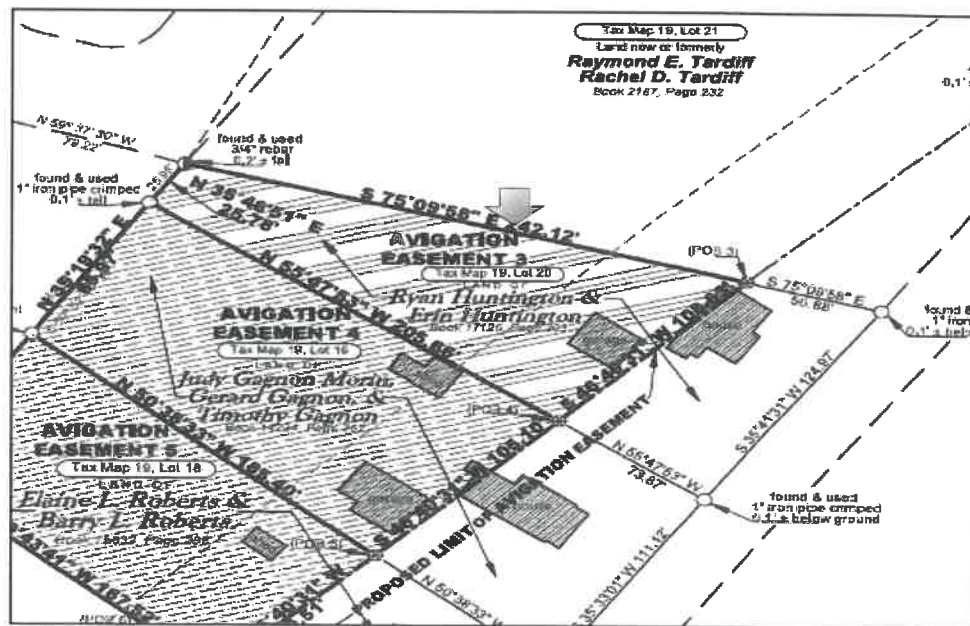
Donald S. Welinsky, MAI
Maine Certified General
Real Estate Appraiser Lic. No. TL3726

DSW/jk

SUBJECT LOCATION AERIAL



PROPOSED TAKING PLAN



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised:	262 Granite Street, Biddeford, Maine
Owner:	Ryan & Erin Huntington
Appraisal Date:	June 17, 2017
Purpose of Appraisal:	Estimate damages of the proposed avigation easement
Total Land Size:	±21,060 square feet
Area Proposed to be Encumbered by Avigation Easement 19-20:	±13820 square feet
Improvements:	Residential single family dwelling
Zoning:	R1A
Assessor's Reference:	Map 19 Lot 20
Legal Description:	Book 17126, Page 203 York County Registry of Deeds
Highest and Best Use:	Present Use - Residence
Damages attributed to Avigation Easement:	\$12,500

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Letter Addressed To Property Owner
Market Sales Location Map
Qualification of the Appraiser

STATEMENT OF LIMITING CONDITIONS

This appraisal is subject to the and limited by the following conditions:

1. The appraiser assumes no liability in matters of title but assumes that the title is marketable. Matters of title are legal in nature and not within the scope of the appraiser's investigation.
2. Certain information furnished by others to the appraiser has been obtained from sources other than his own records. While every effort has been made to verify this information obtained from sources believed to be reliable, no liability is assumed on account of erroneous information furnished by others.
3. There are no known special restrictions applying to the use, sale, rental or occupancy of the property other than applicable Laws of the City of Biddeford and the State of Maine.
4. This appraisal is to be used in whole and not in part. No part of it may be removed.
5. Possession of this report does not confer upon the possessor the right of publication.
6. The value reported herein is expressed in terms of United States currency and is based on the purchasing power of the dollar on the date of valuation.
7. Disclosure of the contents of this appraisal is governed by the By-Laws of the Appraisal Institute.
8. Neither all or any part of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is associated, or any identity of the Appraisal Institute or the MAI or RM designations) shall be disseminated to the public through advertising without prior written consent and approval of the writer.
9. No court testimony or appearance in court is required by reason of this report unless an arrangement has been made for such testimony.
10. No consideration has been given to hazardous waste or other factors affecting

environment quality; no testing of any kind was performed or contracted for, and no representation or warranty is made by the appraiser as to the presence or absence of hazardous substances in the subject land and/or its proposed improvements.

11. I have assumed that the property will be operated in accordance with all regulations under which it is governed.
12. Where differences exist between the Assessor's records and independent research within the York County Registry of Deeds, the appraiser has generally relied upon a physical survey completed by Maine Boundary Consultants, dated July 13, 2017 entitled "Easement Map" - Biddeford Municipal Airport Showing the Proposed Avigation Easements".

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the damages attributed to a proposed avigation easement as described herein, as of June 17, 2017. Intended user of this report is Gale Associates, Incorporated as consultants to the City of Biddeford Airport Commission. The intended use of the report is for guidance with respect to establishing the damages attributed to the defined interest to be used for possible acquisition and/or transfer of the defined rights.

DEFINITION OF MARKET VALUE

"Market Value means the fair value of property as between one who wants to purchase and one who wants to sell; not its speculative value; not value obtained from the necessities of another. It is what it would bring at a fair public sale, when one party wanted to sell and the other to buy."¹

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their

¹Palmer vs Lumbering Association, 90 Maine, 193

best interest;

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto: and;
5. the price represents the normal consideration of the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

DEFINITION OF AVIGATION EASEMENT

Generally references the right to use the air space above a specific height for the flight of aircraft; may prohibit the property owner from using the land for structure, trees, signs, stacks above a specified height, or other specified use. The degree of restriction is dictated by the terms and conditions of the easement, which may reflect the glide angle required to use the airfield's runway safely.²

From another general perspective, the FAA definition is as follows: An avigation easement is a conveyance of a specified property interest for a particular area that restricts the use by the owner of the surface and yet assures the owner of the easement the right and privilege of a specific use contained within the easement document. When acquisition in fee title is not necessary, an avigation easement may be appropriate to secure airspace for airport and runway approach protection and for noise compatibility programs.

Such easement rights may consist of the right-of-flight of aircraft; the right to cause noise, dust, etc.; the right to remove all objects protruding into the airspace together with the right to prohibit future obstructions in the airspace; and the right of ingress/egress on the land to exercise the rights acquired. The easement may also contain any number of additional restrictions as the airport owner deems necessary.

The specific wording applicable to the avigation easement relative to acquired rights and those rights that will remain undisturbed or preserved by the fee owner has not been finalized but essentially consists of the right to clear vegetation that penetrates the glide plane and that within proximity of the plane.

²The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010

SCOPE OF APPRAISAL

The problem as defined is to estimate the market value of an avigation easement within the subject property which contains a total of ±13820 square feet which constitutes 66% of the entire parcel proposed to be encumbered by an avigation easement in accordance with the previously exhibited plan.

The client, Gale Associates, Incorporated, acting as consultant to the Biddeford Airport Commission of the City of Biddeford intends on using this appraisal report opinions and conclusions as guidance in the acquisition of the partial interest as an integral part of the Biddeford Airport Improvement Project.

The scope of this appraisal is to inspect the subject property, analyze market conditions, collect pertinent data, and form an opinion of the properties' market value relative to the proposed acquisition. This involved discussions with municipal officials, property owners, developers, real estate agents, and appraisers. Information gathered from these investigations was used as a basis for determining a highest and best use opinion for the subject property and comparables data incorporated within the valuation which constitutes the "Before Value" prior to the possible impact of the proposed avigation easement. The "After Value" incorporates perceived evidence of the impact resulting from the acquisition of the avigation easement or clearance easement. Subsequently the difference between the before and after value estimates reflects the estimate of the damages.

In developing a value estimate, I have exclusively employed the Sales Comparison Approach to value regarding the before value of the fee interest of the subject property and the after value which is encumbered by the avigation easement. The analysis is presented within subsequent sections.

DESCRIPTION AND ANALYSIS

LOCATION AND NEIGHBORHOOD DESCRIPTION

The subject property is situated in the south central section of Biddeford, Maine approximately 12 miles south of the greater Portland area and about 30 miles north of the New Hampshire-Maine border.

Physically, the region is identified as the Saco-Biddeford area with Biddeford bordered by Saco River and Saco, Interstate 95 to the west, Scarborough to the north and Arundel and Kennebunkport to the south and the Atlantic Ocean to the east. The Portland MSA has evolved to a diversified economic base to include health care and social assistance, retail trade, accommodation and food service, educational services and manufacturing. Principal highways are Interstate 95 (Maine Turnpike) which bisects central Biddeford and the secondary highway of U.S. Route which intersects the city and reflects a significant business corridor. Rail links are available which include passenger service to Portland and Boston, Massachusetts. Commercial usage is generally associated with secondary state highways that traverse the town and a perceived revitalization of the Central Business District (CBD). In summary, transportation corridors provide ready access to the region creating a positive attribute.

Population within this community increased modestly from 2000 (20,710 persons) to 2010 (21,277 persons) according to the U.S. Census Bureau reflecting a 1.6% increase during the decade. Comparatively York County population increased 5.6 % during the same period. According to Town Charts Demographic Data, population has remained virtually unchanged since 2010. According to the American Community Survey (ACS) of the U.S. Census the median household income was reported at \$43,060 compared to a per capital income of \$24,695. Labor force as of May-2017 (Biddeford) is 12,039 with an improved unemployment rate of 3.0% compared to the county at 2.9%.

Current statistics relative to the single family housing market are limited with the following data extracted from available sources.

According to the Maine Association of Realtors, as reported in the Portland Press Herald June 22, 2017, limited housing supply has had a positive influence on the market. Statewide, the number of units sold declined 5.61% while the median price increased 4.32% during the period Mar 2017 to May 2017. More specifically, York County representing Realtor sales of 675 versus 748 during the same period of 2016 reflects a 9.76% decrease as detailed within the following chart.

	No. Units Sold		% Change	Median Price	Median Price	% Change
	Mar 2016 May 2016	Mar 2017 May 2017		Mar 2016 May 2016	Mar 2017 May 2017	
Statewide	4046	3819	-5.61%	\$185,000	\$193,000	4.32%
York County	748	675	-9.76%	\$230,000	\$247,500	7.61%

From another perspective, I have utilized the City of Biddeford Assessor's sales records (all transactions) with an attempt to extract only single family sales that were classified as "arm's length" for the period Jan through March 2016 compared to Jan through March 2017. The findings are as follows:

Period	No. Sales in Sample	Mean Sale Price	% Change
Jan-Mar 2017	35	\$250,416	3.1%
Jan-Mar 2016	50	\$242,835	-----

Both the median price of the realtor's survey and the mean price of the sales reports of the Biddeford Assessors are in relatively close proximity. It appears reasonable that appreciation in the housing market has been demonstrated. Giving equal weight to both surveys, a 5% appreciation factor will be incorporated in the market data adjustment process.

The subject property is located westerly of the Biddeford Municipal Airport within a general locus comprised of mixed style single family dwellings that typically range in age from 30 to 40 years interspersed with homes of a more recent vintage. Most recent development within this locus is situated on the easterly side of Granite Street Extension consisting of eight lots with active construction within Blackthorne Drive off Cornerstone Drive. The area is essentially fully built out and considered stable with no perceived changes evident. The major land uses within this area is the Biddeford Municipal Airport and St. Joseph Cemetery on the westerly side of Granite Street Extension at the intersection of West Street.

Property Description

The subject property is located at 262 Granite Street and contains a total land area of ±21060 square feet and is improved with a Cape style dwelling containing 1,300 square feet of living

area dedicated to a use as a single family dwelling.

The improvements were constructed circa 1952, according to municipal records and physical inspection with the following particulars:

Foundation:	masonry
Structural:	wood frame
Rms/Brs/Baths:	6/3/1
Exterior Walls:	wood shingles
Heat System:	hw/oil fired
Utilities:	municipal
Overall Condition:	Ave-Good; full basement; in-ground pool (16'x32'); 1car- detached garage; enclosed porch.

The proposed avigation easement impacts 66% of the entire parcel with an estimated area under the easement of 13820 square feet. The improvements are an integral part of the proposed easement area with no negative impact regarding the continued use and enjoyment of the improvements in a manner consistent with its current utilization. The parcel proposed to be encumbered by the avigation easement is 1651.81 feet from the threshold at the southern extremity of the runway. At this point, the Runway Approach Surface (that area above) would be an integral part of the avigation easement. Based on the available preliminary provided plans, the elevation within that area proposed to be encumbered by the avigation easement ranges is ± 159 feet above M.S.L. and the elevation of the plane, predicated on the design slope ranges from ± 219 feet to ± 223 feet M.S.L.. As a consequence the approximate distance from the ground elevation to the bottom of the Runway Approach Surface (plane) ranges from 60 to 64 feet M.S.L..

ASSESSMENT AND TAX DATA

According to the records of the Biddeford Assessor's Office, for the tax year 2016-2017 with an assessment date of April 1, 2016, the following information is pertinent:

Assessed to:	Ryan & Erin Huntington
Mailing Address:	262 Granite Street, Biddeford, ME 04005
Location:	262 Granite Street
Identification:	Assessor's Map 19 Lot 20

Assessment	FY 2016-17
Land	\$69,200
Improvement	\$112,400
Total Assessment	\$181,600
Tax Rate Per Thousand	\$19.86
Total Taxes	\$3,606.58

The bi-annual tax dates are October 12, 2016 and April 13, 2017.

HISTORY OF SUBJECT PROPERTY

The subject property was acquired from Joyce D. Courtois as recorded at York County Registry of Deeds in Book 17126, Page 203 dated Oct. 30, 2015 with consideration stated at \$200,000 according to municipal tax records.

ZONING

Based on the Zoning Ordinance of the City of Biddeford, the current applicable zoning of the subject property is R1A (single family), the following Dimensional Requirements currently in effect:

Minimum Lot Size:	10,000 S.F.
Minimum Lot Frontage:	100 Feet
Minimum Front Yard:	25 Feet
Minimum Side Yard:	10 Feet
Minimum Rear Yard:	10 Feet
Maximum Height:	35 feet Minimum - 3 Stories
Coverage	None

Potential usage would necessarily conform to these intensity regulations. This district is limited to single-family residential uses similar to the SR-1 Zone (lower density) but with a smaller lot size. These areas are served by sewer and water and are best characterized as in-town single-family neighborhoods. The current use and intensity regulations are considered legal conforming.

HIGHEST AND BEST USE

Highest and best use can be defined as that use which, at the date of the appraisal, is most likely to produce and/or support the highest present worth and/or highest net income to the land and/or improvements over a stipulated period of time, which considers:

1. its possible use or those uses which are physically possible for the site in question;
2. its permissible [legal] use or those uses which are permitted by zoning and deed restrictions of the site in question;
3. its feasible use or those possible and permissible uses which will produce the highest net return to the owner of the site under current and projected market conditions;
4. that use among the alternatives possible - permissible and feasible uses - that will produce the highest net return or highest present worth, in essence the result that is maximally productive.

Highest and best use that would comply with the underlying components of the definition and be physically possible, legally permissible and be economically feasible is represented by its present use as a single family residence.

VALUE PREMISE

There are potentially three methods to be utilized in the real estate appraisal process: cost approach, income approach, and the market data approach. This appraisal will rely solely on the value indication developed by utilizing the market data approach. This approach to value is generally accepted as the most reliable and, in this instance, represents the only viable means of estimating value.

Conceptually and ideally, the preferred methodology in the valuation of aviation easements concentrates on a before and after value estimate wherein the before value reflects the existing site characteristics including proximity to the airport but without imposition of the proposed aviation easement. The after value incorporates the same site characteristics together with the aviation encumbrance. The difference between the before and after values reflects the value attributed to the taking - aviation easement.

Application of the market comparison approach simply incorporates comparative qualified data that represents market conveyances that are characteristically as similar to the subject as possible and subsequently adjusted for differences that exist compared to the property under appraisal which serves as the standard. This typical application is straightforward wherein the differences in physical and legal property characteristics are closely aligned.

The only tenable method of valuation is delegated to a comparative analysis of market data that display similar characteristics compared to the property under appraisal. Market transactions with varying utilization characteristics within Biddeford were examined and will serve as the basis for a comparative analysis.

Given that the improvements are partially impacted by the proposed aviation easement, this appraisal concentrates on the value of the real estate from the perspective of a before and after value. In essence, the value before incorporates a fee simple perspective with the after value evaluated with the added encumbrance (aviation easement).

Fractional interest within the scope of this assignment references an aviation easement which has characteristics in common with other partial interests which include, but are not limited to:

- temporary easements
- permanent easement (drainage, utility, slope and similar)
- archeological easements
- conservation restriction
- agricultural preservation restriction (APR)

In all instances the transfer of partial rights in fee reflects a component of the fee simple interest. Under some circumstances the value estimate for fractional interest is achieved with a high degree of certainty. For example, an APR value is initiated with the fee value unencumbered predicated on the Highest and Best Use and incorporates market related transactions that display similar characteristics as the subject and are adjusted for parity with the subject that serves as the standard. In summary, the fee value is based on that use that produces the greatest net return to the underlying land. The agricultural rights value is determined based on the highest and best economic agricultural use. The difference between the fee simple unencumbered value and the residual agricultural value is attributed to the “development rights” which is reasonably straight forward with each value attainable by qualified market evidence. Further, temporary easement values are equivalent to a fair annual return based on the length of the temporary easement and probably incorporates a discounting to reflect that payments are generally in advance. From another perspective, a permanent easement typically includes a perceived allocation of the fee

value to the specific permanent easement presuming that the encumbrance does not result in damages (ie: severance damages) to the remaining land mass. Several factors influence the value attributed to the permanent easement and often requires interpretation in that determination. Empirical evidence is generally lacking and reliance must incorporate subjectivity predicated on the experience of the practitioner.

In the subject instance, the appraisal problem is two fold: first to estimate the before market value of the fee interest and secondly to estimate the after value with the imposition of the aviation easement. Proximity to the airport already exists and any negative impact is incorporated within the before and after values and has no consequence relative to the value of the aviation easement.

With respect to potentially developable land the imposed restrictions (conservation restriction) often result in a loss of value to the fee interest in the range from 75% to 95% due to the fact that the absolute majority of the value is attributed to the land's potential to support a high degree of utility as building site(s). Its residual value is essentially limited to its value as open space, where its utility or ability to generate income from potential development has been removed from the rights of ownership. An APR has a residual value for agricultural purposes and is easily quantifiable.

Regarding the after value of the property with the proposed aviation easement without empirical evidence that would demonstrate the negative impact associated with the aviation easement, the only alternative is to incorporate the qualified market evidence utilized in the fee simple before value and attempt to qualify the impact, on a case by case basis, of the aviation easement given proximity of the clear zone, which determines the imposition of height restriction due to the glide plane angle and impact of vegetation removal (which may provide a buffer to the airport) as an underlying component of the aviation easement.

ANALYSIS OF MARKET SALES - BEFORE VALUE

MARKET DATA APPROACH

The market data approach provides a useful analytical tool which attempts to abstract from similar property sales a common denominator expressed as sales price per physical unit and is subsequently adjusted to reflect the characteristics of the subject, which serves as the standard. Although economists have declared an end to the recession, this modest recovery has had a profound negative affect on the real estate market. There are qualified sales within the market

from which to draw comparability. This transactional data has been extracted from the market and analyzed for this report and is considered the best available evidence.

The subject serves as the standard and the sales are adjusted to reflect parity with the subject. Where a characteristic of the subject is superior to the market sale, a positive adjustment is warranted and the converse is true.

From another perspective, limited supply of improved properties for sale enhances the need for new construction and tends to increase market prices. The best available evidence has been extracted from the market and incorporated in the comparative process. Time adjustment of sale, based on previous discussions, has been incorporated at an annual rate of five percent.

The market sales represent the most recent transactions within the general area that display, in part, similar characteristics compared to the subject.

ADJUSTED MARKET DATA SALES - BEFORE VALUE 5%

Sale No. Location	Date Price	Adj.	Size (SF) rms/br/bath	Adj.	Quality Cond.	Adj.	Location Lot Size	Adj.	Other Adj.	Adj.	Adjusted Sale Price
1 11 Westwood Dr. Biddeford	Jan-17	3%	1,814	-10%	Ave-Gd	-5%	Good	-5%	5%	-12%	\$203,000
	\$233,000		6/3/2		Good		.51 acres				
2 8 Pinewood Circle Biddeford	Oct-16	4%	1,953	-15%	Good	-15%	Good	---	---	-26%	\$203,500
	\$275,000		7/3/2.5		Good		.32 acres				
3 25 Arrowwood Drive Biddeford	Mar-16	6%	1,434	-5%	Ave-Good	-10%	Good	-5%	5%	-9%	\$204,800
	\$225,000		5/2/2/		Good		.24 acres				
SUBJECT 262 Granite Street			1,300		Ave		Ave				
			6/3/1		Ave-Good		21060 sf				

Adjusted market sales range from \$203,500 to \$205,000. With greater emphasis on the upper-range, the before market value is indicated at \$205,000.

ANALYSIS OF MARKET SALES - AFTER VALUE

After completing an exhaustive search of airports similarly located, no evidence was uncovered regarding the acquisition of aviation easements from which quantitative data could be extracted. Obviously from a theoretical perspective the best evidence in the valuation of easements would be qualified evidence abstracted from the market relative to the impact on value directly related to imposition of an aviation easement.

Without empirical evidence, the only alternative is to examine the components within an after value and attempt to qualify the perceived impact on value after the imposition of the aviation easement within the categories of:

- the presence of the easement into perpetuity surviving a transfer of the property right and its recordation within the respective registry of deeds;
- the possible impact on the property from a marketing perspective;
- and the inability to allow vegetation to exceed particular elevations depending on its location and proximity to the airport.

Legal Ramifications: Rights conveyed to the airport (aviation easement) allow entry to the property and cutting of vegetation within 10 feet of the glide plane slope and obviously any penetration of the plane. Depending on the type of vegetation, this process is ongoing and continuous as growth of vegetation continues. Due to the proposed aviation easement an adjustment in value for this category in the amount of 2% appears reasonable.

Marketing Perspective: Given two similar properties with identical characteristics except that one is encumbered with an aviation easement and the overall complexity inherent in the recorded document together with the lack of knowledge of the buyer to understand the document negatively impacts the property in a manner that must be qualified and considered. The impact from a market perspective is less severe than perceived by the general public because of the lack knowledge as to the ultimate consequences of the intent of the easement. However, a negative impact is indicated in the amount of 2% to account for this item.

Restrictions on Vegetation Growth: Depending on location and proximity to the airport and the property owner's desire to maintain a buffer to the airport and noise generation, this factor can have a decided impact on the property after the imposition of the aviation easement depending on several factors including but not limited to: proximity of the glide path, distance

from the clear zone and horizontal distance from the centerline of the runway. From an additional perspective, the restriction could diminish the buffer to the airport and would negatively impact the property value. In this instance, the rear section of the property is impacted on vegetation height and 2% reduction is utilized for this factor.

The market sales chart on the following page reflects the best available evidence respecting adjustments to the sales regarding the above enumerated characteristics associated with the aviation easement.

APPRAISED VALUE OF LAND (AFTER VALUE)

SALE	LOCATION	SALE PRICE	DATE OF SALE	ADJUSTED SP Prior Chart BEFORE VALUE	AVIGATION EASEMENT ADJ	AFTER ADJ VALUE (Rad)
1	11 Westwood Drive Superior	\$233,000	Jan-17	\$205,000	-6%	\$192,700
2	8 Pinewood Circle Superior	\$275,000	Oct-16	\$203,500	-6%	\$191,300
3	25 Arrowwood Drive Superior	\$225,000	Mar-16	\$204,800	-6%	\$192,500

After imposition of the avigation easement the adjusted market sales range from \$191,300 to \$192,700. With greater emphasis on the mid-range of the adjusted sales, the after value of \$192,500 will be utilized.

RECONCILIATION AND FINAL VALUE ESTIMATE

In the instance of the subject property, the valuation problem involves a residential single family property situated on a 21,060 square foot lot with specific attention to the value of an aviation easement encumbering 66% of the total lot area.

- Before Value\$205,000
- After Value\$192,500
- Difference.....\$ 12,500

Reliance within the appraisal process has been delegated to the market approach to value which resulted in a value range derived by application of the direct sales comparison approach incorporating a before and after value to estimate the value attributed to the aviation easement. The specific locus of the property is influenced by its proximity to the airport and is considered in both the before and after value estimates. Lacking market evidence from which a “paired sales analysis” could be undertaken, the only alternative is to examine the characteristics of the subject property after the imposition of the aviation easement and utilize what a knowledgeable buyer would consider as an appropriate adjustment for the particular change in property characteristics due to the easement.

Market sales were analyzed and adjusted to reflect differences and similarities compared to the subject in both the before and after value estimates, while the after value incorporates the perceived impact of the aviation easement encumbrance.

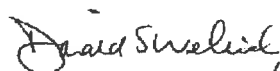
Therefore, based on the analysis within this approach, it is this appraiser's opinion that the damages attributed to the proposed aviation easement, as of June 17, 2017, are in the amount of \$12,500.

CERTIFICATION

I hereby certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have performed no services, as an appraiser or in any other capacity, regarding the property this is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause or the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- My value conclusions as well as other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- As of the date of this report, I (Donald S. Welinsky, MAI) has completed the continuing education program of the Appraisal Institute.

Damages attributed to the proposed avigation easement, as of June 17, 2017 is estimated at:
TWELVE THOUSAND FIVE HUNDRED (\$12,500) DOLLARS.



Donald S. Welinsky, MAI

CERTIFICATE OF APPRAISER

U.S. Department of Transportation Federal Aviation Administration		
CERTIFICATE OF APPRAISER		
Airport Biddeford Municipal Airport	Project Number 3-23-0009-13-2018	Parcel No. 19-20
Project Location 262 Granite Street, Biddeford, ME		
I hereby certify: That on <u>June 17, 2017</u> (date) (s), I personally made a field inspection of the property herein appraised and that I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal or in the data book or report that supplements the appraisal. That to the best of my knowledge and belief the statements contained in the appraisal attached hereto are true and the information contained therein upon which the opinion of value expressed below is based is correct, subject to the limiting conditions set forth in the appraisal. That I understand this market value appraisal is to be used in connection with the acquisition of land for an airport project by <u>Biddeford Municipal Airport</u> with the assistance of FAA funds or other Federal funds. That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of land for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State. That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, has been disregarded in determining the compensation for the property. That neither my employment nor my compensation for making this appraisal are in any way contingent upon the values reported herein. That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property appraised. That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said Airport or officials of the Federal Aviation Administration and I will not do so until so authorized by said officials, 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. That the conclusion set forth in this appraisal is my independent opinion of the value of the property as of the <u>17th</u> day of <u>June, 2017</u> XXXX and that such conclusion was reached without collaboration or direction as to value. It is my opinion that the fair market value of the above captioned real property is as follows: Value before acquisition \$ <u>205,000</u> Value after acquisition \$ <u>192,500</u> Value difference \$ <u>12,500</u> The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easement in favor of <u>Biddeford Municipal Airport</u> The opinion of value expressed above is the result of and is subject to the data and conditions described in detail in this report of <u>50</u> pages. Date of contract <u>March 17, 2017</u> Typed name <u>Donald S. Welinsky, MAI</u> Signature <u>[Signature]</u> Date <u>August 14, 2017</u> Note. - Other statements, required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal, may be inserted where appropriate.		

ADDENDA

SUBJECT PHOTOGRAPHS
View From Granite Street



View of Rear and Pool Area



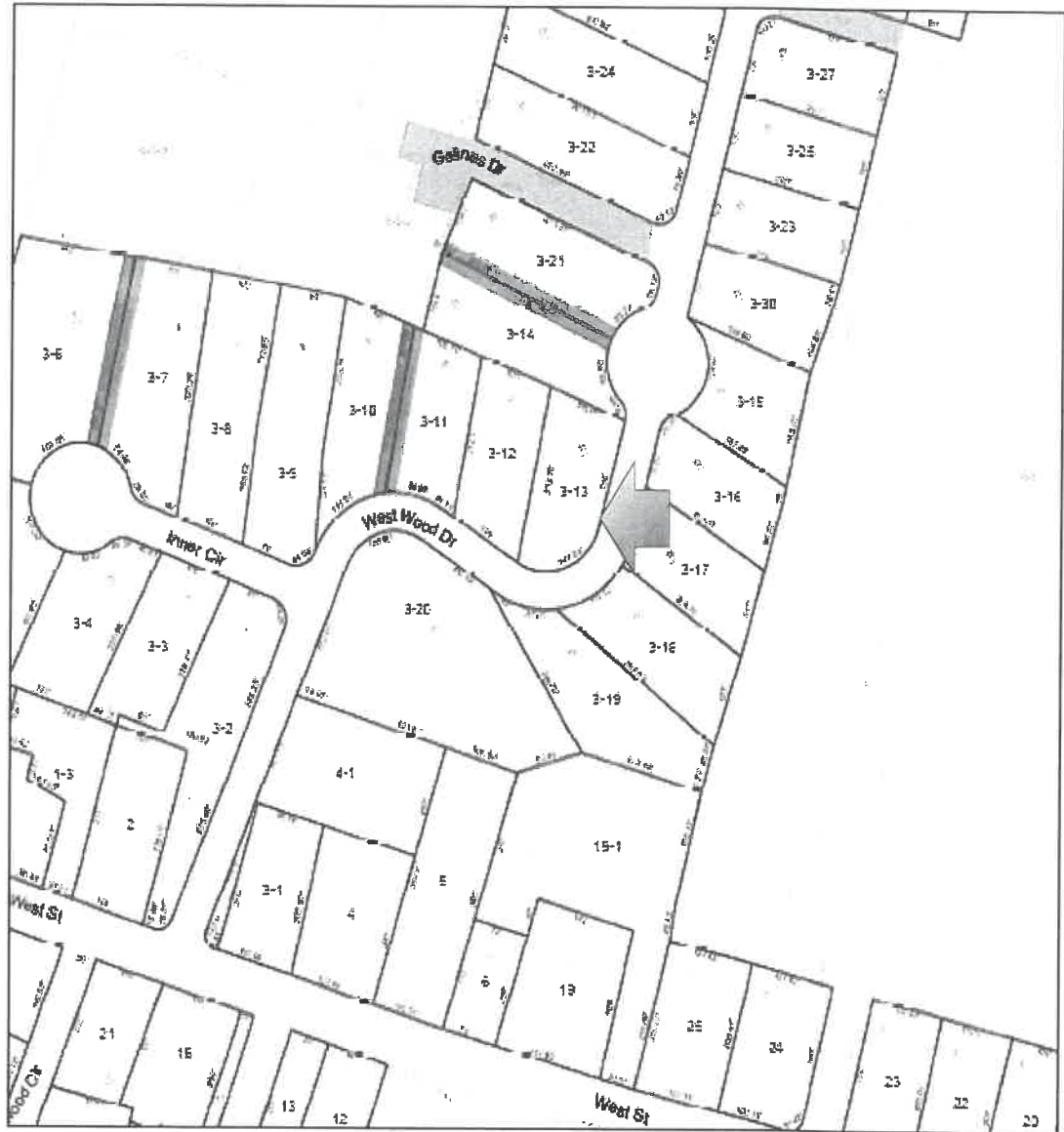
Improved Sale No. 1

Location: 11 Westwood Drive, Biddeford
Assessors' Identification: Map 24 Lot 3-13
Grantor: Mary H. Ross
Grantee: Jesse Philbrick III
Recordation: Book 17400 Page 176
Date of Sale: January 6, 2017
Mortgagee: Mortgage Research Center, DBA Veterans
United Home Loans
Mortgage: \$238,009
Site Area: .51 acres
Improvements: Cape style dwelling
Gross Area of Building: 1,814 square feet
Zoning: SR1
Assessment: \$222,200
Sale Price: \$233,000
Sale Price per Unit: \$128.45 / S.F.
Confirmation: Deed, MLS & Assessor's Records

Note: Cape style dwelling built circa 1978 containing 6 rooms - 3 bedrooms - 2 full baths contains two-car attached garage; full basement; patio & wood deck (rear). Located within subdivision of similar styled dwellings of average-good quality and located off West Street.



Improved Sale No. 1



Improved Sale No. 1

BK17400 PGS 176 - 177 01/09/2017 09:08:47 AM
 INSTR# 2017001022 DEBRA ANDERSON
 RECEIVED YORK & S REGISTER OF DEEDS
 E-RECORDED

DLN: 1001740011906

WARRANTY DEED
Joint Tenancy
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS, That

Mary H. Ross

of 11 West Wood Drive, Biddeford, ME 04005

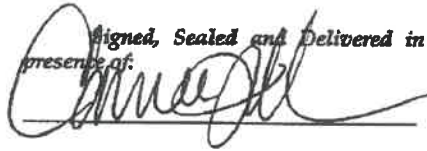
for consideration paid, grants to Jesse Philbrick III

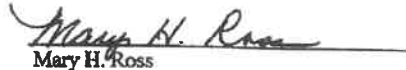
of 100 Washington Street, Apt. 101, Biddeford, ME 04005

with warranty covenants, the land in Biddeford, County of York, and State of Maine, described
 on the attached EXHIBIT A.

WITNESS my hand and seal this 6th day of January, 2017.

Signed, Sealed and Delivered in
 presence of:




 Mary H. Ross

MAINE REAL ESTATE
 TRANSFER TAX PAID

STATE OF MAINE
 COUNTY OF Cumberland

January 06, 2017

Then personally appeared the above named Mary H. Ross and acknowledged the foregoing
 instrument to be her free act and deed.

Before me,



Notary Public

Printed Name:

My Commission Expires

Connie Jo Minervino

Notary Public, Maine

My Commission Exp.

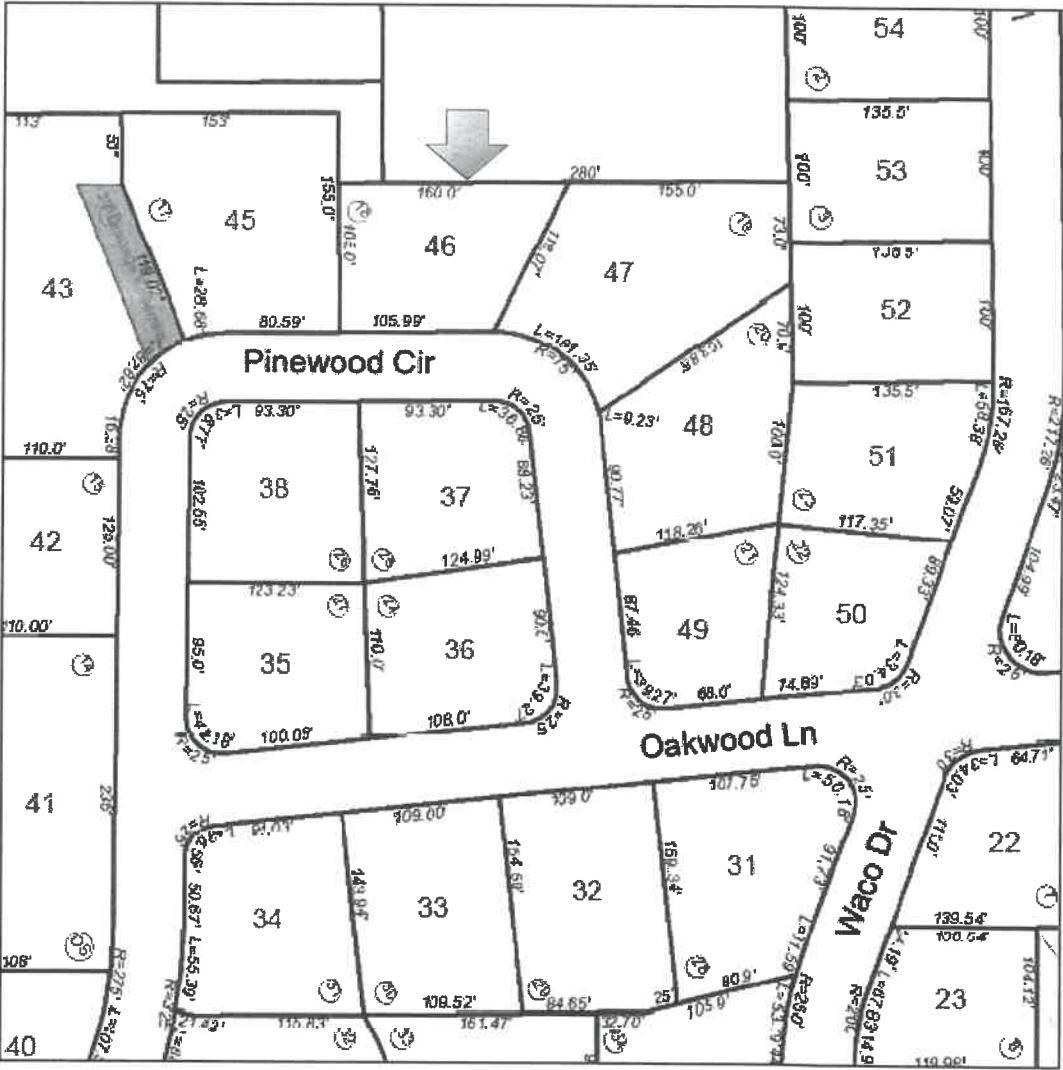
12/29/2021

Improved Sale No. 2

Location: 8 Pinewood Circle, Biddeford
Assessors' Identification: Map 88 Lot 46
Grantor: Cathleen H. Barry & Daniel R. Lindahl
Grantee: Zachary J. & Daniel Luddington
Recordation: Book 17345 Page 935
Date of Sale: October 17, 2016
Mortgagee: None
Mortgage: NA
Site Area: .32 acres
Improvements: Cape dwelling
Gross Area of Building: 1,953 square feet
Zoning: R1A
Assessment: \$263,300
Sale Price: \$275,000
Sale Price per Unit: \$140.81 / square foot.
Confirmation: Deed & Assessor's records
Note: Cape style dwelling containing 7 rms/3 bdrs/2.5 baths; full basement; two car attached garage; wood deck (rear); fp; built circa 1984 good quality and condition.



Improved Sale No. 2



Improved Sale No. 2

Danielle Ludington
 8 Pinewood Circle
 Biddeford, ME
 04005

10/20/2016 11:23:37 AM
 DEBRA ANDERSON
 REGISTER OF DEEDS
 BK 17345 PGS 935 - 936
 INSTR # 2016045225
 RECEIVED YORK SS

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That Cathleen H. Barry and Daniel R. Lindahl, of 8 Pinewood Circle, Biddeford, ME 04005, for consideration paid grant to Zachary J. Ludington and Danielle M. Ludington, of 6 Manchester Court, Presque Isle, ME 04769, as joint tenants with rights of survivorship, with WARRANTY COVENANTS:

A certain lot or parcel of land, together with the buildings and improvements thereon, situated in Biddeford, County of York and State of Maine, and being Lot No. 18 as shown on "Plan Showing Waco Acres", drawn August 4, 1976 by Dow and Coulombe Inc., and recorded in the York County Registry of Deeds in Plan Book 87, Page 23.

Said Lot No. 18 is more particularly bounded and described as follows:

Beginning on the northwesterly side of Pinewood Circle at the easterly corner of Lot No. 17 on said Plan; thence North 37° 42' 20" West by said Lot No. 17, 105 feet to land of Wakefield or owner; thence North 52° 17' 20" East by said Wakefield land 160 feet to Lot No. 19 on said Plan; thence South 10° 29' 40" East by said Lot No. 19, 118.07 feet to said Circle; thence South 52° 17' 20" West by said Circle 105.99 feet to the point of the beginning.

Each lot in said Waco Acres Subdivision is conveyed to the following restrictions which shall run with the land, shall remain in effect until December 21, 2006 and shall be enforceable by Laliberte Bros., its successors, heirs and assigns, and also by all other owners of lots on said plan.

1. Each lot shall be used for residential purposes only and shall be occupied by not more than one residential unit to include no buildings or structures other than the following, viz: one detached dwelling house designated as a residence for one family, one garage for private use constructed either as an integral part of the dwelling or as a detached building adapted for the storage of not more than three automobiles, a swimming pool, suitable garden structures including a greenhouse, and such additional structures as shall from time to time be used in connection with single family dwelling houses situated in similar neighborhood. No buildings or structures of any kind except the aforementioned residential structures shall be erected, used, maintained, or allowed to stand one the within described premises.
2. No business of any nature shall be conducted upon any lot.

Red Door Title • 1 New Hampshire Avenue, Suite 320 Portsmouth NH 03801 • (207) 358-7500

RE: 2016-9736

Page 1 of 2

2pgs

Maine R.E. Transfer Tax Paid

Improved Sale No. 2

BK 17345 Page 838 INSTRs: 2016045225 LAST PAGE OF DOCUMENT

3. The keeping of poultry, swine, or any livestock other than household pets normally housed in a dwelling house, shall not be permitted, and no automobile trailer, house trailer, or similar vehicle shall be brought upon or be maintained or be permitted to remain on the above described premises.

4. All buildings and structures and parts thereof shall be set back at least four (4) feet from the major access route to the lot on which are erected and shall be set at least twenty-five (25) feet from all other streets or ways abutting each lot and shall be set back at least ten feet from all other boundaries of such lot.

5. The main residential structure shall contain at least one thousand two hundred (1,200) square feet of livable area, not including porches, screened or glassed in or otherwise treated stoops, garages, carports, or other outside terraces.

6. All residential structures shall be placed on permanent masonry foundation.

7. The use of simulated or artificial brick or stone composition siding shall be prohibited.

8. Within one year after erection of any buildings on said premises is commenced, the exterior of said building shall be completely finished and the yard shall be rough graded.

9. No trees of more than six inches in diameter at ground level should be cut, except in the immediate building and driveway area.

10. No residence or building of the A frame or chalet type, so-called, shall be permitted on any lot.

Said lot is conveyed subject to a Biddeford and Saco Water Company Limited Service Agreement.

Meaning and intending to describe and convey the same premises conveyed to Cathleen H. Barry and Daniel R. Lindahl by virtue of a deed of Spencer S. Flint dated July 29, 2004 and recorded in the York County Registry of Deeds at Book 14177, Page 872.

Executed this 17 day of October, 2016.

Cathleen H. Barry
Cathleen H. Barry

Daniel R. Lindahl
Daniel R. Lindahl

State of Maine
County of Cumberland

Then personally appeared before me on this 17 day of October, 2016, the said Cathleen H. Barry and Daniel R. Lindahl and acknowledged the foregoing to be their voluntary act and deed.

Amanda DeRazle
State of Maine
Notary Public
Comm Exp 12/21/2020

Amanda DeRazle
Notary Public/Justice of the Peace
Commission expiration: 12/21/2020

Red Door Title • 1 New Hampshire Avenue, Suite 320 Portsmouth NH 03801 • (207) 358-7500

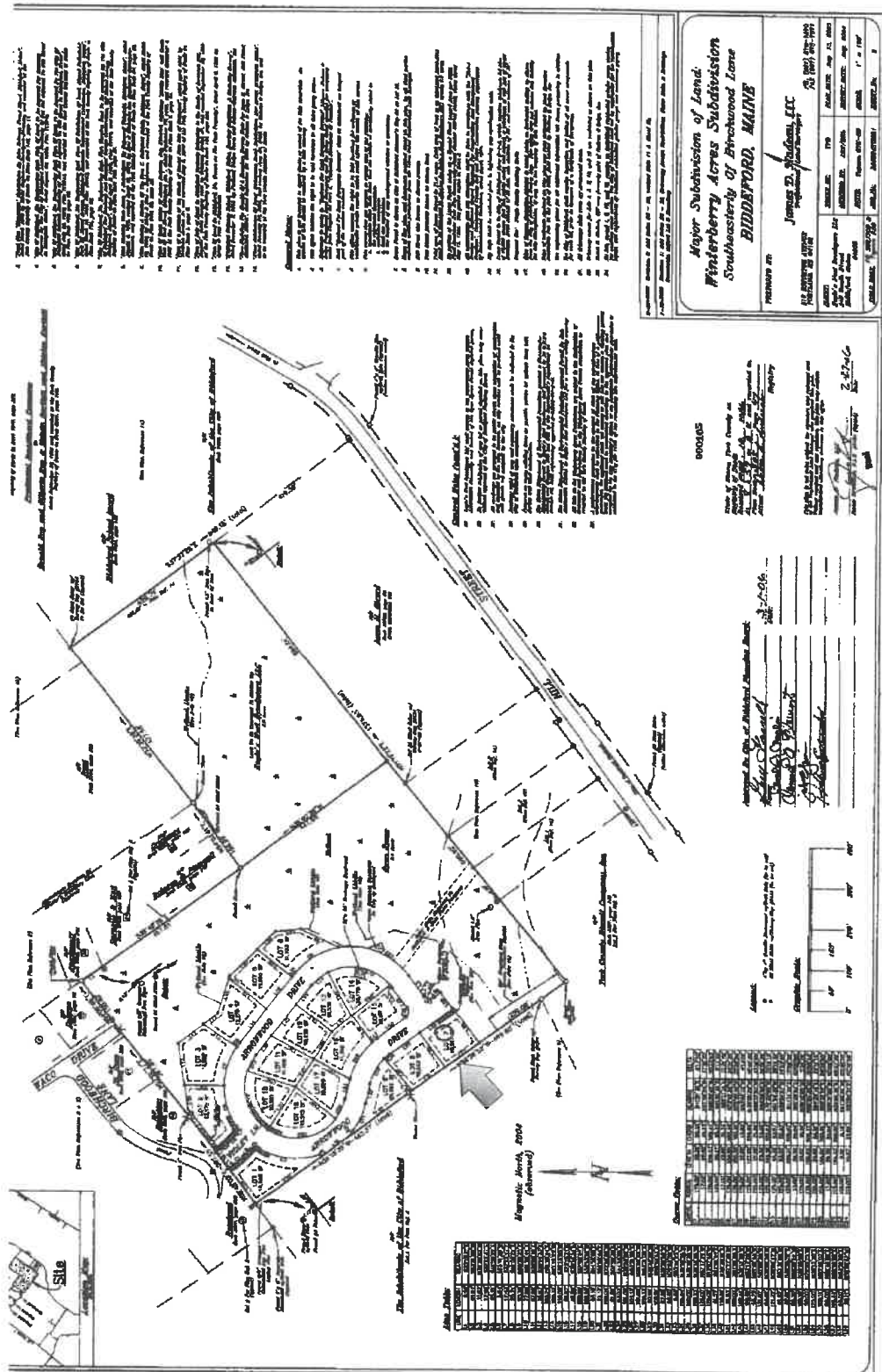
Improved Sale No. 3

Location: 25 Arrowwood Drive, Biddeford
Assessors' Identification: Map 82 Lot 30-7
Grantor: Andrew Y. Hodson & Brianna L. Byrd
Grantee: Kevin D. Jewel & Julie Shaw
Recordation: Book 17209 Page 19
Date of Sale: march 31, 2016
Mortgagee: Guarantee Rate, Inc.
Mortgage: \$180,000
Site Area: 10,517 square feet
Improvements: Cape style dwelling
Gross Area of Building: 1,434 square feet
Zoning: R1A
Assessment: \$200,700
Sale Price: \$225,000
Sale Price per Unit: \$156.90 / S.F.
Confirmation: Deed, Assessor's Records

Note: Cape style dwelling located on a 10,000 square foot lot proximate to subject locus; 5/rms/2brs/2 baths; built circa 2009; wood deck (rear); increased elevations towards rear and building location' recorded in Plat Book 308 Page 47 Lot 7;



Improved Sale No. 3



Improved Sale No. 3

BK17209 PGS 19 - 21 04/01/2016 01:38:30 PM
 INSTR# 2016012178 DEBRA ANDERSON
 RECEIVED YORK SS REGISTER OF DEEDS

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that ANDREW Y. HODSDON and BRIANNA L. BYRD whose mailing address is 25 Arrowwood Drive, Biddeford, ME 04005, for consideration paid hereby grants to KEVIN D. JEWELL and JULIE A. SHAW whose mailing address is 11 Easy Way #10, Windham, ME 04062, as JOINT TENANTS, with WARRANTY COVENANTS, the premises situated in the City of Biddeford, County of York and State of Maine, bounded and described as follows:

*SEE EXHIBIT "A" ATTACHED HERETO
 AND INCORPORATED HEREIN BY REFERENCE.*

IN WITNESS WHEREOF, the said ANDREW Y. HODSDON and BRIANNA L. BYRD have executed this deed this 31 day of March, 2016.

Witness

Witness

ANDREW Y. HODSDON

BRIANNA L. BYRD

STATE OF MAINE
 YORK, ss.

March 31, 2016

Then personally appeared the above-named ANDREW Y. HODSDON and BRIANNA L. BYRD and acknowledged the foregoing instrument to be their free act and deed.

Before me

Charles H. McLaughlin
 attorney-at-law

Notary Public/Attorney-at-Law

dms01server\Datad\List\Documents\Real\Hodsdon, Andrew & Bria (25 Arrowwood Dr., Bidd Sale) 3.16\WD.doc

Improved Sale No. 3

EXHIBIT A

certain lot or parcel of land situated in the City of Biddeford, in the County of York and State of Maine, and being Lot #7 as shown on plan entitled "Major Subdivision of Land: Winterberry Acres Subdivision, Biddeford, Maine," prepared for Eagle's Nest Developers, LLC by James D. Adeau, LLC dated August 15, 2005, with latest revision date of February 27, 2006, and recorded in the York County Registry of Deeds in Plan Book 308, Page 47 (hereafter the "Plan").

Said lot is conveyed together with and subject to:

1. All notes, conditions, limitations, easements, restrictions and other state of facts shown on the aforesaid Plan, including the terms and conditions of subdivision approval granted by the City of Biddeford Planning Board on April 5, 2006;
2. Terms and provisions of City of Biddeford Zoning Board of Appeals Findings of Fact and Order dated August 25, 2008 and recorded in Book 15480, Page 329;
3. Terms and conditions of the State of Maine Department of Environmental Protection Findings of Fact and Order dated October 28, 2005 and recorded in the said Registry of Deeds in Book 14671, Page 289;
4. Terms and conditions of "Declaration of Covenants and Restrictions" dated January 28, 2008 and recorded in said Registry of Deeds in Book 15344, Page 500;
5. Terms and conditions of a water main easement to Biddeford and Saco Water Company and a stormwater drainage easement to the City of Biddeford as shown on said Plan;
6. Terms and conditions of a warranty deed from Eagle's Nest Developers, LLC to Winterberry Acres Owners Association dated January 28, 2008 and recorded in the said Registry of Deeds in Book 15344, Page 509, conveying to said Association the subdivision roads, open space, rights-of-way and utility easements as shown on said Plan, as affected by so much as was conveyed to the City of Biddeford from Winterberry Acres Owners Association by deed dated November 22, 2011 recorded Book 16219, Page 983 conveying Arrowwood Drive and Violet Lane, a portion of the storm water drainage system, easements and rights and terms, conditions and restrictions set forth therein.
7. The right of ingress to and egress from said lot over the roads shown on said Plan and the right to connect with and to use all utility services located in said roads, in common with the Grantor and others to whom similar rights may be granted. No part of the fee of said roads is hereby conveyed.

SUBJECT DEED

BK 17126 PGS 203 - 204 11/02/2015 09:03:44 AA
 INSTR # 2015046806 DEBRA ANDERSON
 RECEIVED YORK SS REGISTER OF DEEDS

(space above reserved for recording information)

WARRANTY DEED

Maine Statutory Short Form

Maine R.E. Transfer Tax Paid

KNOW ALL MEN BY THESE PRESENTS, That I, **JOYCE D. COURTOIS**, of Biddeford, County of York, Maine, for consideration paid, grant **RYAN HUNTINGTON and ERIN HUNTINGTON**, both having a mailing address of 11 Gertrude Avenue, Apt. 2, Biddeford, Maine 04005, with **WARRANTY COVENANTS**, as joint tenants the land in Biddeford, in the County of York and State of Maine, described as follows:

A certain lot or parcel of land, with the buildings thereon, situated in the City of Biddeford, County of York and State of Maine, bounded and described as follows:

BEGINNING at an iron pipe driven into the ground on the northwesterly side of Granite Street Extension at the southerly corner of land now or formerly of Breen or land of St. Joseph Cemetery Association;

THENCE southwesterly 125.00 feet by said Street to an iron pipe drive into the ground and remaining land now or formerly of Dechene: said iron pipe being 74.16 feet southwesterly from the underpinning at the southerly corner of the house standing on land hereby conveyed and being 53.59 feet southeasterly from the underpinning at the easterly corner of the house standing on remaining land now or formerly of Dechene;

THENCE northwesterly 279.65 feet by said remaining land now or formerly of Duchene and forming an included angle of 91° 29' with said Street to an iron pipe driven into the ground and land now or formerly of Raymond Tardiff;

THENCE northeasterly 26.0 feet by said land of Raymond Tardiff and forming an included angle of 88° 50' with the last described line to an old solid iron and said land now or formerly of Breen, or land of St. Joseph Cemetery Association;

THENCE southeasterly 299.22 feet by said land now or formerly of Breen, or land of St. Joseph Cemetery Association and forming an included angle of 110° 28' with last described line to point of beginning.

BEING the same premises conveyed to Joyce D. Courtois by virtue of a deed from Joyce D. Courtois, Trustee of the Dechene Family Trust dated December 11, 2014 and recorded in the York

SUBJECT DEED

BK 17126 Page 204 INSTR# 2015046806 LAST PAGE OF DOCUMENT

County Registry of Deeds in Book 16939, Page 759, title having descended from the Estate of Raymond H. Dechene, which acquired title on June 18, 2012.

WITNESS my hand this 30th day of October, 2015.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF:

Kinda M. [Signature]

Witness

Joyce D. Courtois [Signature]
Joyce D. Courtois

STATE OF MAINE
County of York, ss.

October 30, 2015

Personally appeared the above named Joyce D. Courtois and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Richard A. Hollis [Signature]
Notary Public/Attorney-At-Law
Print Name: Richard A. Hollis

My Commission Expires: _____

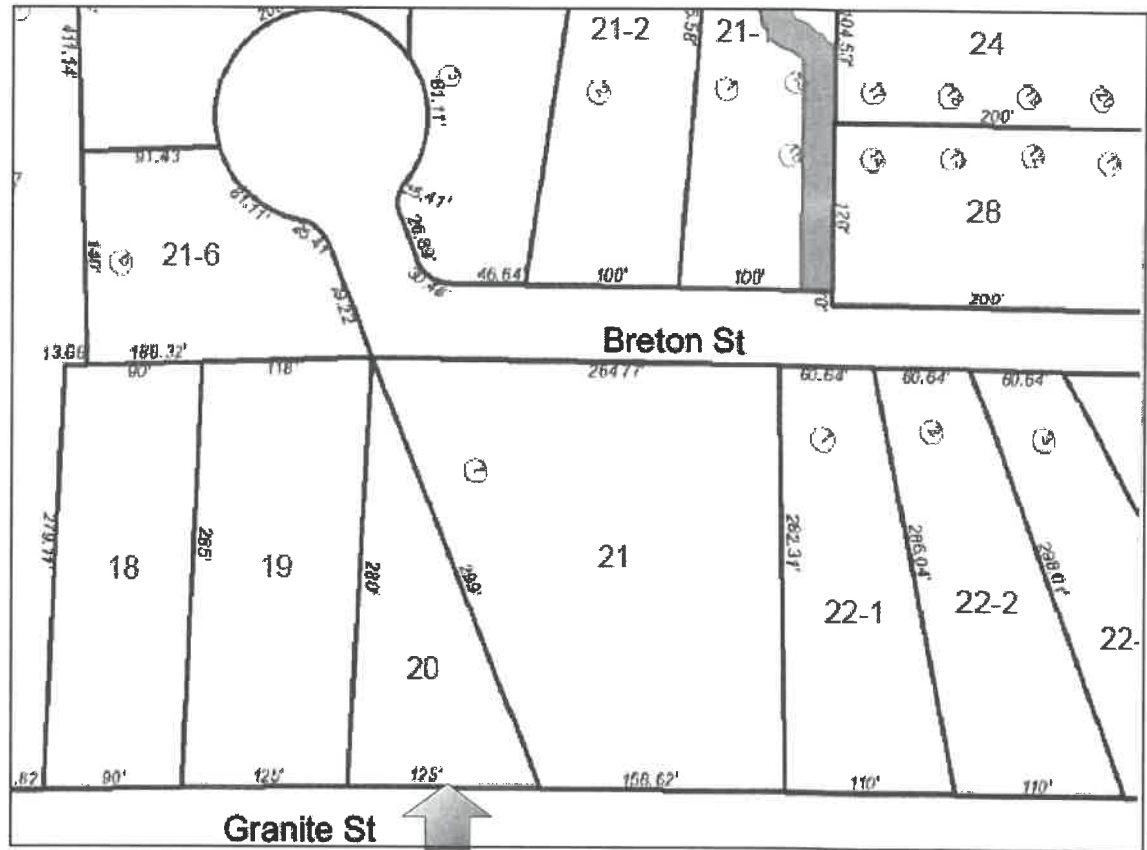
After Recording Return To:
Ryan Huntington
11 Gertrude Avenue, Apt. #2
Biddeford, Maine 04005

← F 2 p

%drive/cletrs/vcrminuanted/deed/hcf

^

SUBJECT PLAN



LETTER ADDRESSED TO PROPERTY OWNER

Donald S. Welinsky, MAI
APPRAISAL & ADVISORY CONSULTANTS

Ryan & Erin Huntington
262 Granite Street
Biddeford ME 04005

RE: 262 Granite Street, Biddeford, ME

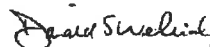
Dear Property Owner:

The Biddeford Municipal Airport is undertaking an Airport Improvement Program (AIP) in conjunction with a grant from the Federal Aviation Administration (FAA) and with cooperation with the State of Maine, Department of Transportation. As an integral part of the program, aviation easements which have been deemed a necessity to insure compliance with FAA standards, are mandated to be acquired. As explained during your meeting with Matthew Caron, Senior Airport Planner, of Gale Associates (consultant to the Airport), the aviation easement impacting your property would have minimum impact on your continued use and enjoyment of the your property. In that regard, I have been retained to provide appraisal services relative to the value of the proposed aviation easements only. Because of the methodology involved in the appraisal process, a brief inspection of the building would be necessary.

The aviation easement is obviously external to the property, but the inspection is required to determine if the proposed easement would have any impact on the present structure. Please sign the enclosed authorization form, advise whether additional information is required and/or provide a time when the inspection would be convenient. Signing the form simply initiates the appraisal process. I intend on following up this letter with a personal contact at the property. I have arranged to be in the area on June 16th (Friday) and June 17th (Saturday) for appointments.

You may respond and/or request an appointment utilizing the following e-mail address: dwelinsky@gmail.com or calling 781.837.0535. As an alternative, the form may be mailed to the address below. The proposed easement is identified within the attached plan. Thank you in advance for your cooperation.

Very truly yours,



Certified General Appraiser
Maine No. TL3726

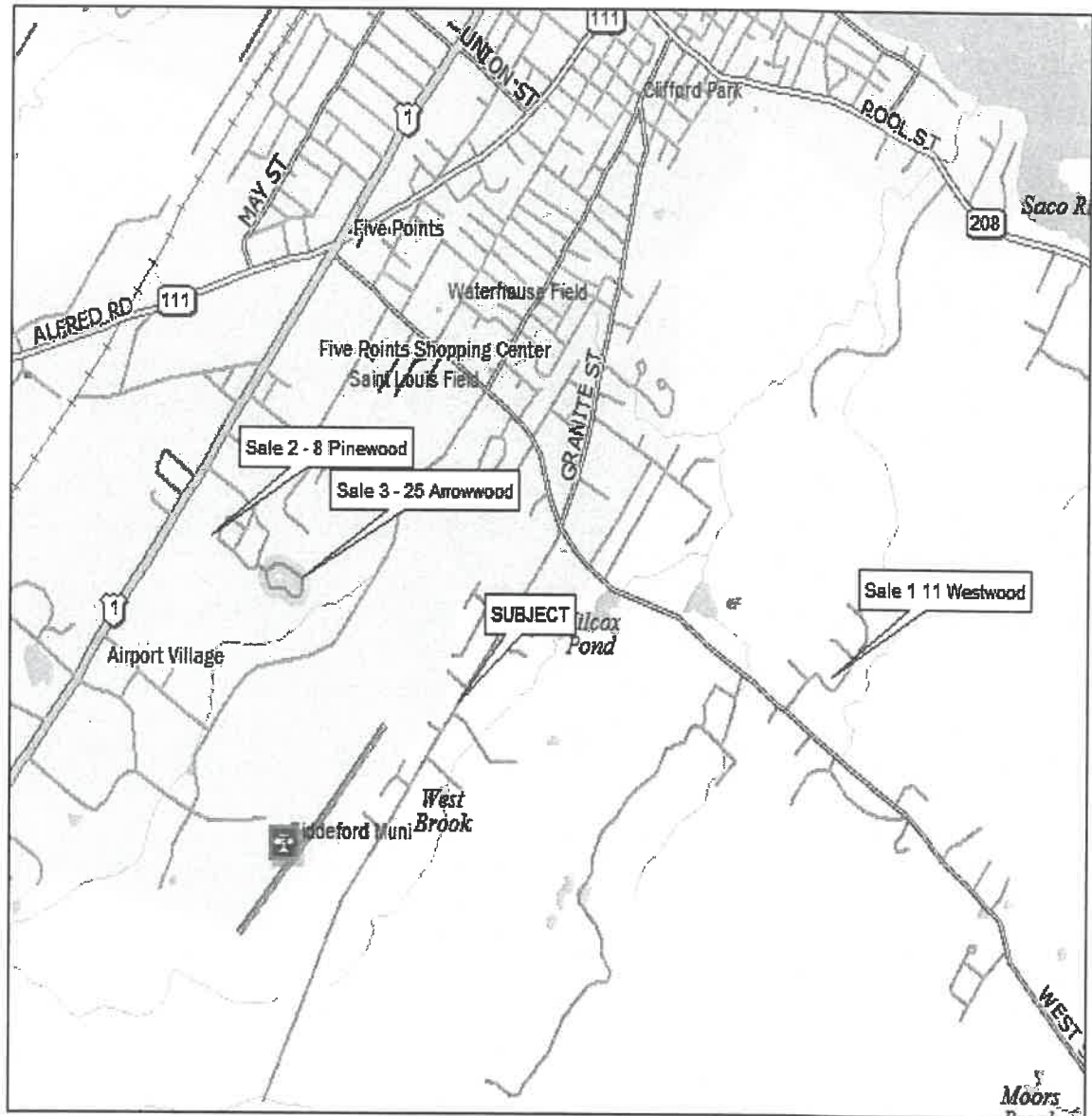
Date: _____

Authorization _____

Phone _____

Email _____

MARKET SALES LOCATION MAP



QUALIFICATIONS OF
DONALD S. WELINSKY, MAI

EDUCATION

The Citadel, Charleston, South Carolina, Lincoln College of Northeastern University, Boston, Massachusetts; Appraisal Institute required courses and specialized seminars, as follows:

EDUCARE computer courses at the University of Wisconsin; Investment Analysis, sponsored by Wharton School of Business; Computer Symposium sponsored by The University of Georgia; Basic Money Market and Economic Analysis; Business Valuations; Real Estate Risk Analysis, Federal Home Loan Bank Board Regulations, and Money Markets; New Model for Tax Administration by Lincoln Institute; advanced appraisal methodology and practices courses sponsored by the Appraisal Institute.

The Appraisal Institute conducts a certification program for its members and am currently certified.

PERSONAL AFFILIATIONS

Certified General Appraiser - Commonwealth of Massachusetts, License No. 877, certified through August 31, 2017; Certified General Appraiser - State of New Hampshire, License No. NHGC-825, certified through August 31, 2018; State of Maine - Certified General Appraiser, License No. TL3726

Member Appraisal Institute (MAI), Certificate # 5313, New England Chapter, Boston, Massachusetts

Past member of Board of Directors, New England Chapter

Appointed to Regional Ethics and Counseling Panel

Commonwealth of Massachusetts, Department of Public Work list of appraisers qualified to appraise contaminated properties

BACKGROUND

Actively engaged full time in real estate appraisal and consulting; self employed for the past 40 years excepting a period of 2 years where I was affiliated with the R.M. Bradley Company of Boston, Massachusetts as a senior staff appraiser. Independently, I have served various clients throughout the New England Area.

A partial list of clients follows:

Appraisal Surveys
 Boston Edison
 Town of Plymouth, MA
 Massachusetts Bay Transportation Authority
 Duxbury Housing Authority
 Ford Motor Company
 O.R.Colan LLC
 Leggat, McCall Appraisal
 Dighton Industries
 R.M. Bradley & Company
 Texaco
 Power Test
 Atlantic Richfield
 Salvation Army
 Town of Plymouth, MA
 Mack Truck
 Bank of Boston
 Mass. Housing Finance Agency
 Town of Abington, MA
 Bechtel/Parson Brinckerhoff
 Central Artery/Tunnel
 Tyco, International
 Fay, Spofford & Thorndike
 Worcester Regional Transit Authority (WRTA)
 CDM Smith, Inc.

Brockton Redevelopment Authority
 Massachusetts Electric
 Town of Marshfield, MA
 TeleCom City Project
 Halifax Housing Authority
 State of Rhode Island
 Department of Transportation
 Midas Realty Corporation
 International Paper
 Commonwealth of Massachusetts
 Executive Office of
 Transportation
 Department of Agriculture
 Department of Public Works
 Office of Attorney General
 U.S. Department of Interior
 Fleet National Bank
 Town of Bedford, MA
 City of Worcester, MA
 Nature Conservancy
 VHB (Vanasse Hangen Brustlin)
 Malden Redevelopment Authority
 TranSystems Inc.
 BETA Group, Inc.
 Malden Redevelopment Authority

Appraisal and Consulting Assignments Include:

Appraisals:

Acquisitions for Urban Renewal - Fall River, New Bedford, Marlboro,
 Malden, Revere, Everett, MA
 Easements (Encumbrance Valuations)
 Electric Transmission
 Archeological
 Gas Transmission
 Railroad
 Agricultural Preservation Restrictions
 Highway Right-of-Way
 Avigation
 Eminent Domain

- Contaminated Properties
- Leasehold Valuations
- Multi-family and Condominium Projects
- Low Income and Affordable Multi-family Housing
- Shopping Centers
- Mixed Use (Office Towers, Shopping Mall, & Garage)
- Office Buildings
- Sports Facilities
 - Railroad Terminal & Arena
 - NFL Stadium
 - Jai Alai Fronton
 - Tennis & Health Clubs
- Warehouse & Industrial
 - Mini Warehouses
 - Processing Plants
 - Manufacturing Plants
 - Research & Development
- Marina & Waterfront Development
- Banking Facilities
- Major Military Installation
- Cranberry Bogs
- Residential Subdivisions
- Automobile Dealerships
- Automobile Car Washes
- Truck Sales Distribution and Repair
- Nursing Homes
- Hotels and Motels
- Gasoline Service Stations
- National Seashore Park Acquisitions

Consulting:

- Land Utilization and Marketability Studies (LUM)
- Buyer Origination Study
- Highest and Best Use
- Financial Optimization
- Ad Valorem and Equalization Analysis
- FNMA Condominium Analysis
- Appraisal Review

EXPERT TESTIMONY

Appeared as an expert witness before the Appellate Tax Board of the Commonwealth of Massachusetts, the Federal Court District of Massachusetts, Federal Bankruptcy Court, Plymouth Superior Court and District Court.

Initial Meeting on May 5, 2017

- Chris Reynolds of Gale Associates, Kris Reynolds, Airport Manager, and Fed Oliver, Airport Commission Vice Chairman met with Ryan and Erin Huntington at their property to discuss the concept of an avigation easement and how it may affect their property.
- Ms. Huntington commented that the trees closes to the pool provides shade and cools their house, which is not air conditioned. She would like to keep those trees if possible.
- A review of the preliminary plans show that that group of trees would likely need to be removed as part of this project.
- The potential to use easement proceeds to plant lower-growing trees was discussed. The Huntington's granted permission for the surveyor, appraiser, and review appraiser to access either property.

Offer to Purchase Avigation Easement

- Following the survey, appraisal, and review appraisal efforts, a formal offer letter was sent via certified mail to the Huntington's on September 21, 2017.

Follow Up to Offer to Purchase Avigation Easement

- The Huntington's initially agreed to the avigation easement and written offer by executing the "Offer to Purchase Avigation Easement" and returning to Gale on October 18, 2017.
- As a condition of the easement, a subordination consent is required because of the mortgage on the property. The Huntington's agreed to work with their lender to acquire their consent, and even granted Gale Associates permission to coordinate as well.
- On November 15, 2017, the Huntington's received a letter from their lender requesting additional information related to the avigation easement. Gale Associates assisted the Huntington's in responding to the request.
- On January 16, Gale Associates received the subordination consent from the lender with the caveat that the proceeds of the avigation easement be paid to PennyMac (lender) in exchange for the executed document.
- Regretfully, this approach did not sit well with the Huntington's as they now will no longer have money to replace trees and/or make modifications to the fence around their pool that will be affected by the project.
- Several attempts to convince the bank by both the Huntington's and Gale Associates were made to release the funds to the Huntington's. Regretfully, these attempts have not yielded the results the Huntington's had hoped for.
- After brainstorming with the Huntington's for several weeks, the Huntington's sent Gale Associates an email on February 8, 2018 informing them that they are no longer willing to cooperate.

Easement Impacts:

- Partial Easement- 13,820 square feet
- Maximum allowable tree heights- approximately 60 feet- 64 feet



City of Biddeford
Biddeford Airport Commission
205 Main Street
Biddeford, ME 04005

September 21, 2017

Ryan & Erin Huntington,
262 Granite Street
Biddeford, ME 04005

RE: Offer to Purchase Avigation Easement
By Biddeford Municipal Airport
262 Granite Street, Assessor's Map 19 Lot 20

Dear Mr. & Ms. Huntington,

The City of Biddeford, through its Airport Commission, is undertaking a project to protect the Runway 24 approach to Biddeford Municipal Airport (the Airport) and allow for the removal of existing and impeding obstructions (obstacles) to the approach surfaces. This project is necessary for the continued safety of property owners as well as airport users. Your property has been identified as one that contains trees that obstruct the runway approach surface to Runway 24 at the airport and the Airport Commission wishes to obtain a property interest from you in the form of an Avigation Easement¹ in order to remove these trees.

The airport must pay "just compensation" to you in order to acquire the easement on your property. To this end, your property has been independently inspected and appraised by a qualified appraiser, and the appraisal has been reviewed by an independent review appraiser. The appraisers determined the value of the property interests being acquired is **\$12,500.00**. Accordingly, the Airport Commission hereby offers you **\$12,500.00** for the purchase of the avigation easement as reflected in the accompanying deed and as compensation for possible loss of market value and damages resulting from future obstruction removal. The Airport Commission has committed to remove the trees identified as "penetrations" and "near penetrations" once an easement has been obtained.

It is the goal of the Airport Commission to enter into a purchase and sale agreement within thirty (30) days from the date of this offer. The Airport Commission will make every reasonable effort to acquire this property interest by negotiated agreement. However, in the event a negotiated agreement cannot be reached in a timely manner the Commission reserves its right to acquire the needed interests by any other lawful method.

¹ An Avigation Easement is a property right acquired from a landowner which protected the use of airspace above a specified height.

Attached please find a signed Offer to Purchase Easement, the proposed Avigation Easement Deed, a plan entitled "Avigation Easement Plan" showing the proposed easement area, and a brochure entitled *Land Acquisition for Public Airports* that was developed by the FAA to explain this process to affected property owners. The property owned by you over which the Airport Commission wishes to acquire an easement is shown as "Avigation Easement No. 3" on the enclosed Avigation Easement Plan and is highlighted in red. If you wish to accept this offer please sign and return the Offer to Mr. Matthew Caron from Gale Associates, Inc. at the following address: 15 Constitution Dr. Bedford, NH 03110. Mr. Caron is available to discuss this Offer and to answer any questions or concerns that you may have during this process and can be reached at 603-471-1887.

The Airport Commission appreciates your cooperation with our consultant, Gale Associates, and appreciates your consideration of this matter.

Very truly yours,
BIDDEFORD MUNICIPAL AIRPORT

Rick Laverriere
Biddeford Airport Commission

Enclosures

cc: Matthew P. Caron, Gale Associates
Sandra Guay, Attorney at Law

OFFER TO PURCHASE AVIGATION EASEMENT

TO: Ryan & Erin Huntington

DATE: September 21, 2017

Re: Avigation Easement on and over the property at 262 Granite Street, Biddeford, ME, Assessor's Map 19 Lot 20 (the "Premises")

(For title, see: Book 17126, Page 203 York County Registry of Deeds)

We hereby offer to buy from you an Avigation Easement on and over the Premises, subject to the following terms and conditions:

1. We will pay for the said Avigation Easement \$12,500.00, of which
 - a. \$12,500.00 is to be paid at the time of delivery of the Avigation Easement Deed.
2. This offer is good until 5:00 P.M. on October 23, 2017, at or before which time a copy of this Offer must be signed by you and returned to us or this Offer shall be void.
3. The Closing shall take place at 2:00 P.M. on December 13, 2017, at the York County Registry of Deeds unless otherwise agreed in writing.
4. If this Offer is accepted by you, then our obligation to buy the Avigation Easement on and over the Premises is subject to and expressly conditioned upon:
 - a. Our obtaining, on or before twenty-one (21) days from your acceptance of this Offer, a preliminary inspection of the Premises satisfactory to us, paid for by the Airport Commission, with access to the Premises permitted by the owner for the Airport or its agents for said purpose; and
 - b. Execution by you and us, on or before twenty-one (21) days from your acceptance of this Offer, of a mutually satisfactory Purchase and Sales Agreement setting forth all of the terms and conditions of this transaction, which shall then become the agreement of the parties; and

If all the above conditions are not satisfied after the acceptance of this Offer, this agreement shall terminate, and neither party shall have further recourse against the other.

5. Time is of the essence of this Offer.
6. The riders, if any, attached hereto containing additional terms are incorporated by reference.

NOTICE: This is a legal document. Consult an attorney. Upon acceptance by the Seller, it constitutes a binding agreement on both parties. Both parties acknowledge that they have been offered the opportunity to seek and confer with legal counsel of their choice prior to signing this agreement.

BUYER
City of Biddeford
By its Airport Commission

Rick Laverriere, Chairman

Address of Buyer 205 Main Street, Biddeford, ME 04005

ACCEPTANCE

This Offer is hereby accepted upon the foregoing terms and conditions.

Ryan Huntington

Erin Huntington

Address of Sellers: 262 Granite Street, Biddeford, ME 04005

RIDER A
Additional Terms

The Avigation Easement granted shall be in substantially the form attached hereto.

Avigation Easement Deed

KNOWN ALL PERSONS BY THESE PRESENTS, that Ryan Huntington and Erin Huntington, of Biddeford, Maine (the "Grantor"), owner of a certain parcel of land situated at Granite Street in the City of Biddeford, County of York, State of Maine, being more particularly described in a deed dated October 30, 2015 and recorded in the York County Registry of Deeds in Book 17126, Page 203 (the "Grantor's Property"), in consideration of the sum of **Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the City of Biddeford, Maine, a municipal corporation, acting by and through the Biddeford Airport Commission, with an address of 88 Landry Street, Biddeford, Maine 04005, (the "Grantee"), its successors and assigns, the rights more fully set forth below, including the perpetual easement, appurtenant to the Biddeford Municipal Airport, (sometimes hereinafter, the "Airport"), for the unobstructed passage of all aircraft in and through all airspace located above the Imaginary Plane (as defined below) located at or above the surface of the Grantor's Property depicted by "cross hatching" as "Avigation Easement No. 3" on the Plan defined below, (sometime hereinafter, "Avigation Easement Area"):

Avigation Easement No. 3, meaning and intending to describe a portion of the premises as described in the deed of Joyce D. Courtois to Ryan Huntington and Erin Huntington, dated October 30, 2015, and recorded in the York County Registry of Deeds in Book 17126, Page 203, and further identified as Tax Map 19, Lot 20 on that certain plan of land entitled "Easement Map for the Biddeford Municipal Airport", with a scale of 1" = 60', dated July 26, 2017, prepared by Maine Boundary Consultants, and recorded in the York County Registry of Deeds as Plan Book ___, Pages ___, and more particularly described as follows:

Beginning at a point, being along the southwesterly boundary line of the land now or formerly of Raymond E. Tardiff and Rachel D. Tardiff, as described in the deed recorded in the York County Registry of Deeds in Book 2187, Page 232, said point being labeled as "POB 3" on the "Easement Map for the Biddeford Municipal Airport", and being N 75°09'58" W, along said Raymond E. Tardiff and Rachel D. Tardiff, 56.88 feet, from a found 1" iron pipe, on the assumed northwesterly sideline of Granite Street, so-called, said found 1" iron pipe being at the southerly most corner of the said land of said Raymond E. Tardiff and Rachel D. Tardiff, and being at the easterly most corner of the land of the Grantors herein;

Thence S 46°40'31" W, through the land of the Grantors herein, 108.63 feet, to a point, and the land now or formerly of Judy Gagnon Morin, Gerard Gagnon, and Timothy Gagnon, as described in the deed recorded in the said Registry in Book 14294, Page 762, said point being N 55°47'53" W, along said Judy Gagnon Morin, Gerard Gagnon, and Timothy Gagnon, 73.87 feet, from a found 1" iron pipe crimped, on the assumed northwesterly sideline of Granite Street, so-called, said found 1" iron pipe crimped being at the easterly most corner of the said land of Judy Gagnon Morin, Gerard Gagnon, and Timothy Gagnon, and being at the southerly most corner of the land of the Grantors herein;

Thence N 55°47'53" W, along said Judy Gagnon Morin, Gerard Gagnon, and Timothy Gagnon, 205.66 feet, to a found 1" iron pipe crimped, and the land now or formerly of Marc R. Tardif, as described in the deed recorded in the said Registry in Book 6687, Page 346;

Thence N 35°46'51" E, along said Marc R. Tardif, 25.78 feet, to a found ¾" rebar, and the said land now or formerly of Raymond E. Tardiff and Rachel D. Tardiff;

Thence S 75°09'58" E, along said Raymond E. Tardiff and Rachel D. Tardiff, 242.12 feet, to the point of beginning;

Containing 13,820 Square Feet, more or less.

The Basis of Bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (CORS96) Epoch 2002, using an Altus APS-3 RTK GPS (Global Positioning System) receiver correcting using the NOAA Online User Positioning User Service (OPUS). The point of beginning of the easement described herein above is at a coordinate of NORTH 232098.8221, EAST 2873939.7089, and is N 56°23'40" E and 1,651.81 feet, from the Runway 24 End Point of the Biddeford Municipal Airport. The said Runway 24 End Point of the Biddeford Municipal Airport is at a coordinate of NORTH 231184.595, EAST 2872563.972. The 2017 magnetic Meridian determined by hand compass was found to be 15°30'±, West of GRID NORTH.

The airspace conveyed by this Avigation Easement is all of that airspace located above the Avigation Easement Area on and above an imaginary plane that is described as follows:

The Airspace above said Avigation Easement (hereinafter called the Approach Surface), is the same imaginary surface as described in the Title 14 CFR Part 77- Safe, Efficient Use, and Preservation of the Navigable Airspace. The starting point of the Approach Surface begins on the Runway 6-24 centerline (said Runway 6-24 centerline is defined as the line between the Runway 6 End Point at a Latitude of 43°27'39.59" N, and a Longitude of 70°28'33.91" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 228919.763, EAST 2870597.633, and an elevation of 146.5 feet above Mean Sea Level, and the Runway 24 Endpoint at a Latitude of 43°28'02.03" N, and a Longitude of 70°28'07.36" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 231184.595, EAST 2872563.972, and an elevation of 154.8 feet above Mean Sea Level, as listed on Sheet 2 of 8 of the "Airport Master Plan Update, Biddeford Municipal Airport," dated February 2005, by Dufresne-Henry), at a point 200 feet northeasterly from the said Runway 24 Endpoint. The approach surface is 500 feet in width at its starting point, with an additional 50-foot buffer zone on either side. The Approach Surface then rises upward and outward from its starting point in the northeasterly direction at a rate of 1-foot vertical for each 20 feet horizontal, widening uniformly to 1,500 feet (on a horizontal plane) in width, with an additional 50-foot buffer zone on either side of the Approach Surface, at a point 5,000 feet (on a horizontal plane) from said starting point.

Said Avigation Easement shall be appurtenant to and for the benefit of the real property known as Biddeford Municipal Airport, including any additions thereto wherever located, hereinafter made by the Grantee or its successors and assigns, guests, and invitees, including

any and all persons, firms or corporations operating aircraft to and from the Biddeford Municipal Airport.

This Avigation Easement is granted together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said Avigation Easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantor's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft landing at, or taking off from, or operation at or on said Biddeford Municipal Airport; and Grantor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Biddeford Municipal Airport. However, Grantor reserves any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns resulting from the overburdening of this Avigation Easement or an aircraft accident on Grantor's Property.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.

This Avigation Easement hereby grants to the Grantee the continuing right and duty to prevent the erection or growth upon Grantor's Property of any building, structure, tree, brush, shrub, or other natural or man-made objects, penetrating or extending into the airspace at or above the aforesaid Imaginary Plane, or, in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such buildings, structures, tree, brush, shrub, or other natural or man-made objects now upon, or which in the future may be upon Grantor's Property, together with the right of ingress to, egress from, and passage over Grantor's Property for the above purpose.

To have and to hold said Avigation Easement, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Biddeford Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

And for the consideration hereinabove set forth, the Grantor, for itself, its heirs, administrators, executors, successors, and assigns, does hereby covenant with the Grantee that it is lawfully seized in fee of the Grantor's Property; that it is free of encumbrances (except as disclosed to Grantee); that it has good right to sell and convey such Avigation Easement to the said Grantee as aforesaid, that it and its heirs and assigns shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against

the lawful claims and demands of all persons. Grantor further covenants that it will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's Property any building, structure, tree, bush, shrub, or other object contrary to the provisions of this Avigation Easement as set forth above, and that it shall not hereafter use or permit or suffer the use of Grantor's Property in such a manner as to create electrical interference with radio or other communication between any installation upon said Airport and aircraft, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal this _____ day of the month of _____, 20____.

Ryan Huntington

Erin Huntington

STATE OF MAINE

_____ County

On this ____ day of _____, 201__ , before me, the undersigned notary public, personally appeared Ryan Huntington proved to me through satisfactory evidence of identification, consisting of a Maine Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily.

Notary Public

My commission expires:

STATE OF MAINE

_____ County

On this ____ day of _____, 201__ , before me, the undersigned notary public, personally appeared Erin Huntington proved to me through satisfactory evidence of identification, consisting of a Maine Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily.

Notary Public

My commission expires:

Matthew P. Caron

From: Erin L Huntington <erinlhuntington@gmail.com>
Sent: Thursday, February 08, 2018 4:31 PM
To: Matthew P. Caron
Subject: Re: Arborist

Hi Matt,

I guess we have to say that in light of being stripped of the \$12,500 by our mortgage company, only to be stuck paying for a replacement fence and/or mature vegetation out of our own pockets, we are no longer willing to cooperate. And, I hate saying that because we have nothing against the airport and its trying to look out for pilot/aircraft safety.

I wrote to Helen Hall, with our mortgage company more than a week ago, to the deafening sound of silence. Helen has made it very clear they intend to take all \$12,500 the airport planned to compensate us with, and do not want to provide us with the funds for a fence (this without even presenting the request to the investor). She also let me know they would take all the money, and Ryan and I would be left paying the taxes on this lump sum we will never see. Furthermore, she did not respond to our request to use funds for "mature" trees, or "mature" hedges to surround the chainlink fence surrounding the pool. With her and her colleague's attitudes toward our requests I do not think, feel, or trust that either of them would empathetically plead our case to HUD or the VA (as their story has changed a few times about who the actual decision-making investor is).

We're certainly not trying to make your job any more difficult than it has to be, so I do apologize, and thank you for all of your patience and kindness.

Erin

On Thu, Feb 8, 2018 at 3:49 PM, Matthew P. Caron <mpc@gainc.com> wrote:

Hi Erin,

Thank you for the update, and sorry it's not the kind of news we were both hoping for. Given this information, what is your preference and how would you like for us to proceed?

Thanks,
Matt

Matthew P. Caron, AICP | Project Manager

Gale Associates, Inc.

Engineers and Planners

15 Constitution Drive

Bedford, NH 03110

P 603.471.1887 F 603.471.1809

mpc@gainc.com

www.galeassociates.com

From: Erin L Huntington [<mailto:erinlhuntington@gmail.com>]

Sent: Thursday, February 08, 2018 3:29 PM

To: Matthew P. Caron <mpc@gainc.com>

Subject: Arborist

Hi Matt,

The arborist came by yesterday. He looked at the trees. He said any amount of topping the trees would kill them. He said it would be a slow process, but within a few years they would slowly die. He said the kind of heavy pruning that would alter the height of the tree would only cause the trees to die more quickly, because it would be a combination of topping and pruning in order to get the height down.

His recommendation was to move the trees, or give them up. Of course if they are moved, which I am sure is an expensive process, you can't really move them any closer to the fence than they already are. It is a bummer that the flight path is so close to our house that the trees become an obstacle. Blackstone Tree Services was the company that came out and took a look at the trees. I hope this information helps.

WOODMAN EDMANDS DANYLIK AUSTIN
SMITH & JACQUES, P.A.

ATTORNEYS-AT-LAW

ROBERT B. WOODMAN
THOMAS DANYLIK
RALPH W. AUSTIN
JAMES B. SMITH
KEITH R. JACQUES
MICHAEL J. O'TOOLE
HARRY B. CENTER II
SANDRA L. GUAY
AMY McNALLY

234 MAIN STREET
P.O. BOX 468
BIDDEFORD, ME 04005-0468
TELEPHONE: 207-284-4581
FAX: 207-284-2078
E-MAIL: KRJ@woodedlaw.com

PETER L. EDMANDS
(Retired)

April 13, 2018

David Lourie, Esq.
189 Spurwink Avenue
Cape Elizabeth, ME 04107

**RE: Notice of Potential Taking of Avigation Easements by Eminent Domain
Pursuant to 6 M.R.S. §122**

Dear David:

I understand that you represent Robert Dee. Enclosed is a notice regarding the City Council meeting on May 1, 2018. At that meeting, the City Council will consider taking by eminent domain an avigation easement acquiring air rights over Mr. Dee's property. Mr. Dee previously has received communications from Matthew Caron of Gale Associates regarding the avigation easement.

I have enclosed for your review the proposed avigation easement, the avigation easement appraisal report, an easement map, and photos of Mr. Dee's property showing the proposed avigation easement.

Please do not hesitate to contact me if you have any question.

Sincerely,



Keith R. Jacques

KRJ/cem
Enc.
cc: Carmen Morris, City Clerk

**CITY OF BIDDEFORD
NOTICE OF CITY COUNCIL MEETING**

TO:

Cory Grattelo
288 Granite Street
Biddeford, ME 04005

Map 19, Lot 18-1
YCRD Book 16601, Page 457

John Dee
6 Lizotte Avenue
Biddeford, ME 04005

Map 19, Lot 16-2
YCRD Book 8206, Page 313

Robert Dee, Jr.
272 Granite Street
Biddeford, ME 04005

Map 19, Lot 16-1
YCRD Book 1680, Page 149

Ryan and Erin Huntington
262 Granite Street
Biddeford, ME 04005

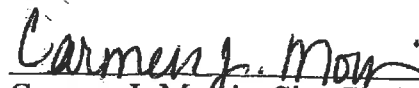
Map 19, Lot 20
YCRD Book 17126, Page 203

And all other persons having an interest in the above-described premises or in the taking of certain avigation easements by eminent domain.

**RE: Notice of Potential Taking of Avigation Easements by Eminent Domain
Pursuant to 6 M.R.S. §122**

You are hereby notified that the City Council of the City of Biddeford at its May 1, 2018 City Council Meeting commencing at 6:00 p.m. in the City Council Chambers, Biddeford City Hall, 205 Main Street, will determine whether to take by eminent domain certain avigation easements, copies of which are available at the Biddeford City Clerk's Office, over the above four properties for the public purpose of providing unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport. Public comment will be heard in accordance with the Rules of the City Council.

DATED at Biddeford, Maine this 13th day of April, 2018.


Carmen J. Morris, City Clerk

Avigation Easement

KNOWN ALL PERSONS BY THESE PRESENTS, that at a duly called meeting of the Biddeford City Council on May 1, 2018, the City Council pursuant to 6 M.R.S. §122, voted to acquire by eminent domain for public purposes the following avigation easement over property owned by Robert D. Dee, Jr. of Biddeford, Maine (hereinafter "Dee"), and situated at Granite Street in the City of Biddeford, County of York, State of Maine, being more particularly described in a deed dated October 1, 1965, and recorded in the York County Registry of Deeds in Book 1680, Page 149 (hereinafter "Dee's Property"), and to pay just compensation in the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for said avigation easement:

A perpetual easement, appurtenant to the Biddeford Municipal Airport, (sometimes hereinafter, the "Airport"), for the unobstructed passage of all aircraft in and through all airspace located above the Imaginary Plane (as defined below) located at or above the surface of Dee's Property depicted by "cross hatching" as "Avigation Easement No. 6" on the Plan defined below, (sometime hereinafter, "Avigation Easement Area"):

Avigation Easement No. 6, meaning and intending to describe the entire premises as described in the deed of Robert Lariviere and Jeannette Lariviere to Robert D. Dee, Jr and Rachel R. Dee, dated September 29, 1965, and recorded in the York County Registry of Deeds in Book 1680, Page 149, and further identified as Tax Map 19, Lot 16-1 on that certain plan of land entitled "Easement Map for the Biddeford Municipal Airport", with a scale of 1" = 60', dated July 26, 2017, prepared by Maine Boundary Consultants, and recorded in the York County Registry of Deeds as Plan Book ____, Pages ____, and more particularly described as follows:

Beginning at a point, being a found 1 ½" iron pipe, being at the northerly most corner of the land now or formerly of John T. Dee and M. Susan Dee, as described in the deed recorded in the York County Registry of Deeds in Book 8206, Page 311, and being on the southwesterly boundary line of the land now or formerly of Richard R. Bilodeau, as described in the deed recorded in the said Registry in Book 13793, Page 135, said point being labeled as "POB 6" on the "Easement Map for the Biddeford Municipal Airport";

Thence S 35°26'57" W, along said John T. Dee and M. Susan Dee, 240.89 feet, to a found 1 ½" iron pipe, and the land now or formerly of John T. Dee, as described in the deed recorded in the said Registry in Book 8206, Page 313;

Thence N 53°14'33" W, along said land of John T. Dee, 92.43 feet, to a point, and the land now or formerly of the City of Biddeford as described in said Registry in Book 5664, Page 52;

Thence N 35°32'36" E, along said City of Biddeford property, and the said land now or formerly of Richard R. Bilodeau 239.99 feet, to a 1" iron pipe bent, and the land of said Richard R. Bilodeau;

Thence S 53°48'01" E, along land of said Richard R. Bilodeau, 92.02 feet, to the point of beginning;

Containing 22,170 Square Feet, more or less.

The Basis of Bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Cors96) Epoch 2002, using an Altus APS-3 RTK GPS (Global Positioning System) receiver correcting using the NOAA Online User Positioning User Service (OPUS). The point of beginning of the easement described herein above is at a coordinate of NORTH 231903.0859, EAST 2873635.7559, and is N 56°09'48" E and 1,290.33 feet, from the Runway 24 End Point of the Biddeford Municipal Airport. The said Runway 24 End Point of the Biddeford Municipal Airport is at a coordinate of NORTH 231184.595, EAST 2872563.972. The 2017 magnetic Meridian determined by hand compass was found to be 15°30'±, West of GRID NORTH.

The airspace conveyed by this Avigation Easement is all of that airspace located above the Avigation Easement Area on and above an imaginary plane that is described as follows:

The Airspace above said Avigation Easement (hereinafter called the Approach Surface), is the same imaginary surface as described in the Title 14 CFR Part 77- Safe, Efficient Use, and Preservation of the Navigable Airspace. The starting point of the Approach Surface begins on the Runway 6-24 centerline (said Runway 6-24 centerline is defined as the line between the Runway 6 End Point at a Latitude of 43°27'39.59" N, and a Longitude of 70°28'33.91" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 228919.763, EAST 2870597.633, and an elevation of 146.5 feet above Mean Sea Level, and the Runway 24 Endpoint at a Latitude of 43°28'02.03" N, and a Longitude of 70°28'07.36" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 231184.595, EAST 2872563.972, and an elevation of 154.8 feet above Mean Sea Level, as listed on Sheet 2 of 8 of the "Airport Master Plan Update, Biddeford Municipal Airport," dated February 2005, by Dufresne-Henry), at a point 200 feet northeasterly from the said Runway 24 Endpoint. The approach surface is 500 feet in width at its starting point, with an additional 50-foot buffer zone on either side. The Approach Surface then rises upward and outward from its starting point in the northeasterly direction at a rate of 1-foot vertical for each 20 feet horizontal, widening uniformly to 1,500 feet (on a horizontal plane) in width, with an additional 50-foot buffer zone on either side of the Approach Surface, at a point 5,000 feet (on a horizontal plane) from said starting point.

Said Avigation Easement shall be appurtenant to and for the benefit of the real property known as Biddeford Municipal Airport, including any additions thereto wherever located, and any and all persons, firms or corporations operating aircraft to and from the Biddeford Municipal Airport.

This Avigation Easement is for the purpose of acquiring air rights to provide unobstructed air space and safe approaches for the landing and taking off of aircraft using the Biddeford Municipal Airport.

This Avigation Easement includes all things which may be alleged to be incident to or resulting from the use and enjoyment of said Avigation Easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Dee's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft landing at, or taking off from, or operation at or on said Biddeford Municipal Airport.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.

This Avigation Easement hereby includes the City of Biddeford, Maine's continuing right and duty to prevent the erection or growth upon Dee's Property of any building, structure, tree, brush, shrub, or other natural or man-made objects, penetrating or extending into the airspace at or above the aforesaid Imaginary Plane, or, in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the City of Biddeford, as an alternative, to mark and light as obstructions to air navigation, any such buildings, structures, tree, brush, shrub, or other natural or man-made objects now upon, or which in the future may be upon Dee's Property, together with the right of ingress to, egress from, and passage over Dee's Property for the above purpose.

To have and to hold said Avigation Easement, and all rights appertaining thereto unto the City of Biddeford, its successors and assigns, until said Biddeford Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal this _____ day of the month of May, 2018.

CITY OF BIDDEFORD

James A. Bennett, City Manager

STATE OF MAINE
YORK, ss.

May , 2018

Personally appeared before me the above named James A. Bennett, City Manager for the City of Biddeford, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Biddeford.

Before me,

Notary Public



Ground Elevation = ~160'
Approach surface elevation is
between ~195' AMSL - ~208' AMSL
Max tree height = ~35' - 48'

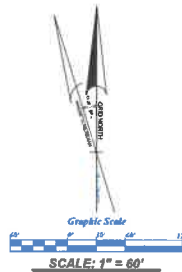
Approach Surface
Subject Parcel



Approximate Easement Area

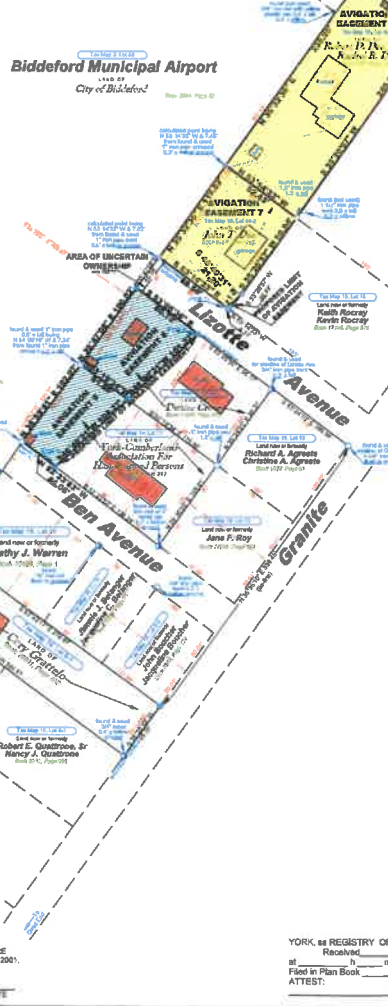
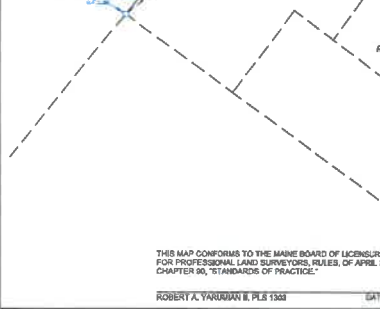
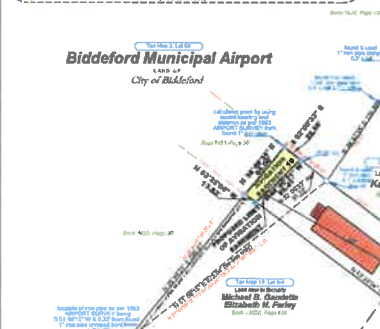
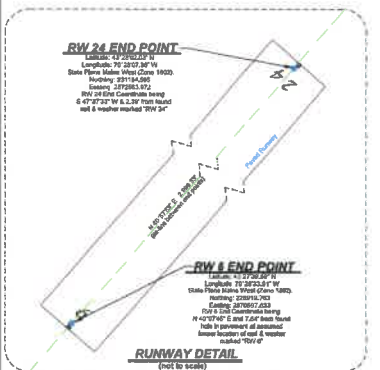
272 Granite St- Parcel 19-16-1

This plan is for planning
purpose only and not intended
for public consumption or
recording purposes



REPORT NOTES:

- [illegible]

[illegible]

**EASEMENT MAP
FOR THE
*Biddeford Municipal Airport***

(mailing address: 68 Landry St, Blodford, ME 04005)

SHOWING THE PROPOSED AVIGATION EASEMENTS

PREPARED FOR

PREPARED FOR
Gale Associates, Inc.

(mailing address: 16 Constitution Dr, Bedford, NH 03111)

IN THE
CITY OF BIDDEFORD, COUNTY OF YORK
STATE OF MAINE

STATE OF MAINE
BY
MAINE BOUNDARY CONSULTANTS

Performance 1.1.8

Professional Letter Sender
ROBERT A. YARUMIAN II, PLS
 MODERATION CENTER, 8 RIVER ROAD, ROUTE 112, P.O. BOX 67
 BURLINGTON, MAINE 04601-0067

Scale: 1" = 60' 202.727.5159 14-22-2012

THIS MAP CONFORMS TO THE MAINE BOARD OF LICENSURE
FOR PROFESSIONAL LAND SURVEYORS, RULES, OF APRIL 2001,
CHAPTER 80, "STANDARDS OF PRACTICE."

CODE OF A STATUTE OF A STATE

1999

YORK, ss REGISTRY OF DEEDS
Received _____
at _____ h _____ m _____ M., and
Filed in Plan Book _____ page _____
ATTEST:

Register

Regulation

Untitled Map

Legend

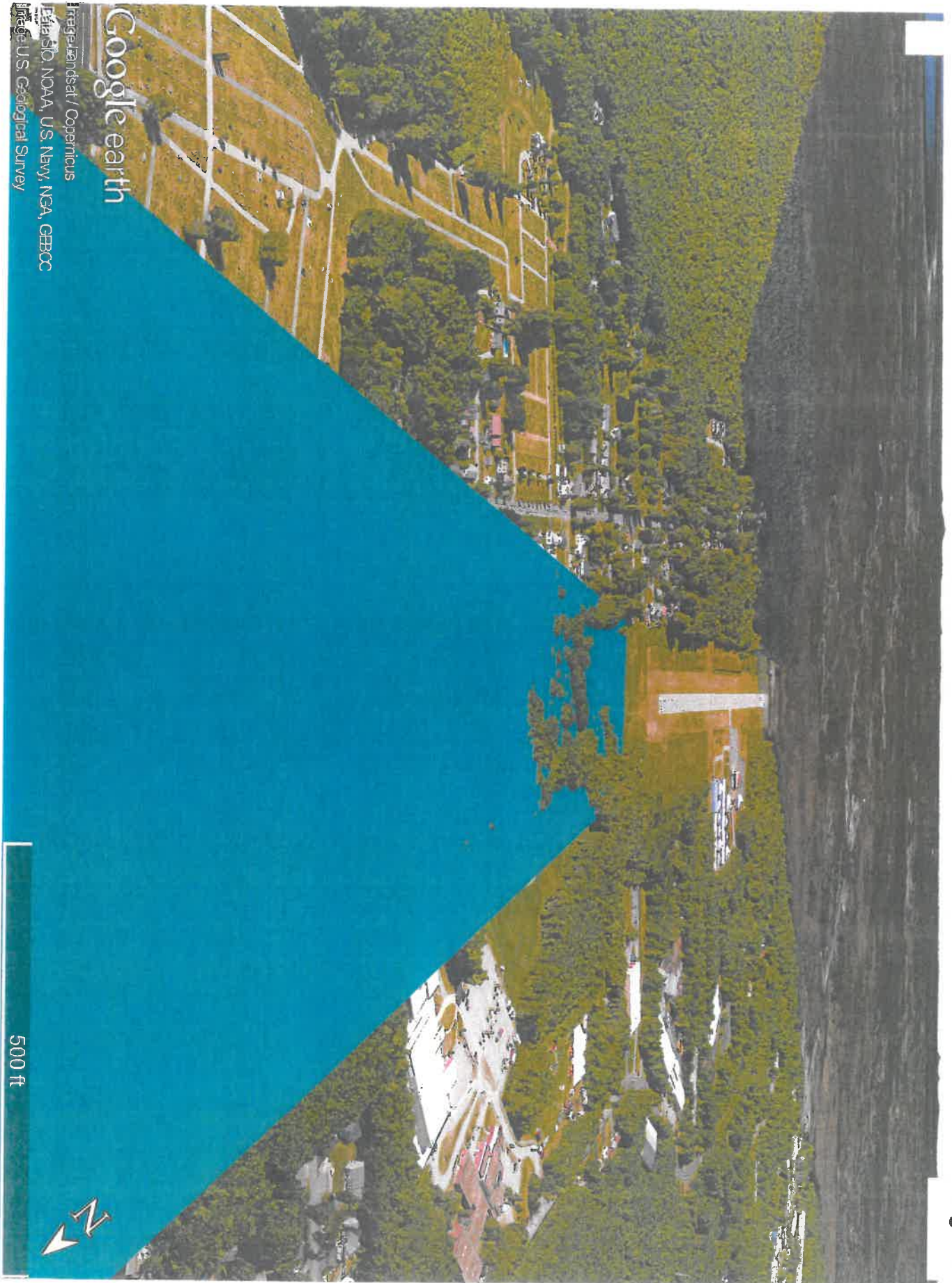
233



Google Earth

Imagery © 2013, Map data © 2013

500 ft



Google earth

imagery Landsat / Copernicus

EPA, NOAA, U.S. Navy, NGA, GEBCO

Image U.S. Geological Survey

500 ft

AVIGATION EASEMENT APPRAISAL REPORT
OF

Robert D. Dee, Jr.
272 Granite Street
Biddeford, Maine

Property Proximate
Biddeford Municipal Airport
Biddeford, Maine

Prepared For:

Mr. Matthew Caron, AICP
Senior Planner
Gale Associates, Incorporated
15 Constitution Drive
Bedford, New Hampshire 03110

Consultants To:
City of Biddeford
Airport Commission
Biddeford, Maine

Prepared By:

Donald S. Welinsky, MAI
Appraisal & Advisory Consultants
Post Office Box 708
Marshfield, Massachusetts 02050

Donald S. Welinsky, MAI
APPRAISAL & ADVISORY CONSULTANTS

August 1, 2017

Mr. Matthew Caron, AICP
Senior Planner
Gale Associates, Incorporated
15 Constitution Drive
Bedford, New Hampshire 03110

Re: Property of Robert D. Dee, Jr., 272 Granite Street, Biddeford, Maine

Dear Sir:

In accordance with your request, I have undertaken an appraisal of the above property identified as City of Biddeford Assessor's Map 19 Lot 16-1 situated westerly of the Biddeford Municipal Airport, Biddeford, Maine.

The purpose of the appraisal is to estimate the damages of a proposed avigation easement within the real estate, described above, and has been appraised subject to existing encumbrances of record.

After a complete inspection of the above property and general locus and after having considered all pertinent data affecting the valuation I am of the opinion that the damages related to the proposed avigation easement impacting the subject property, as of June 17, 2017, is estimated at:

\$25,000
(TWENTY-FIVE THOUSAND DOLLARS).

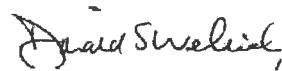
The appraiser has no undisclosed interest in this or any other property which would influence the values found or the conclusions reached. The values indicated in this report bear no relation to the fee charged for this appraisal.

This appraisal has been made for the exclusive use of Gale Associates, Incorporated, (intended users) as consultants to the Biddeford Municipal Airport of the City of Biddeford. Its use by other persons or for other purposes is strictly prohibited. The use of part of this report without the consideration of the whole is strictly prohibited and this appraisal, when used in this manner, is null and void and of no effect. The intended use of the report is to provide guidance in the acquisition of the specified interests in the real estate proposed to be acquired.

Your attention is directed to the attached appraisal report containing the results of my investigation and subsequent value estimate.

Thank you for the privilege of serving you.

Respectfully submitted,



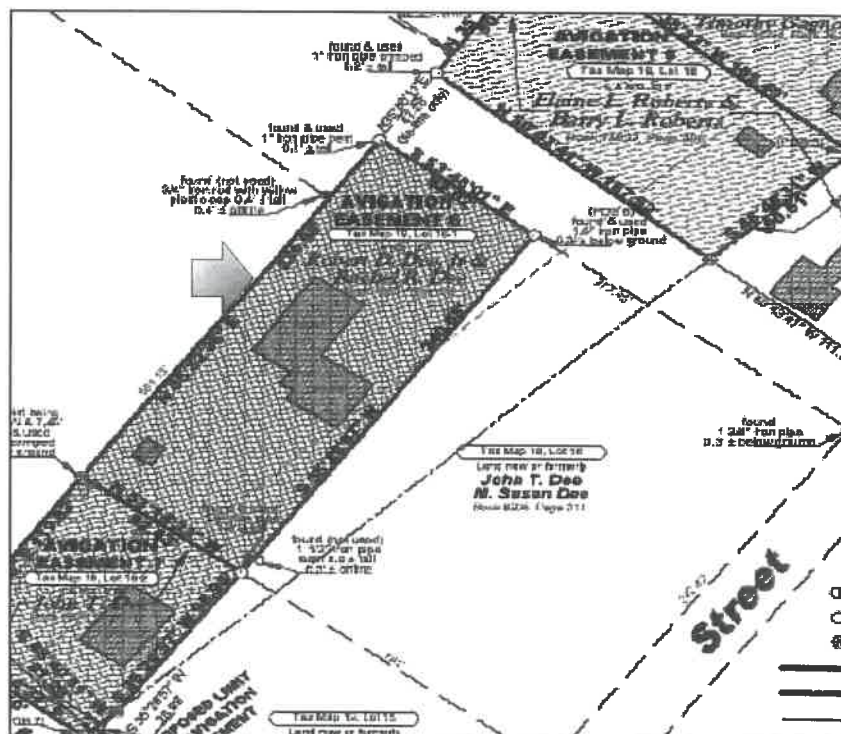
Donald S. Welinsky, MAI
Maine Certified General
Real Estate Appraiser Lic. No. TL3726

DSW/jk

SUBJECT LOCATION AERIAL



PROPOSED TAKING PLAN



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised:	272 Granite Street, Biddeford, Maine
Owner:	Robert D. Dee, Jr.
Appraisal Date:	June 17, 2017
Purpose of Appraisal:	Estimate damages of the proposed avigation easement
Total Land Size:	± 22,170 square feet
Area Proposed to be Encumbered by Avigation Easement 19-16-1:	±22,170 square feet
Improvements:	Residential single family dwelling
Zoning:	R1A
Assessor's Reference:	Map 19 Lot 16-1
Legal Description:	Book 1680, Page 149 York County Registry of Deeds
Highest and Best Use:	Present Use - Residence
Damages attributed to Avigation Easement:	\$25,000

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ADDENDA

Subject Photographs

Market Data Detail

Zoning Map

Subject Deed

Subject Plan

Letter Addressed To Property Owner

Market Sales Location Map

Qualification of the Appraiser

STATEMENT OF LIMITING CONDITIONS

This appraisal is subject to the and limited by the following conditions:

1. The appraiser assumes no liability in matters of title but assumes that the title is marketable. Matters of title are legal in nature and not within the scope of the appraiser's investigation.
2. Certain information furnished by others to the appraiser has been obtained from sources other than his own records. While every effort has been made to verify this information obtained from sources believed to be reliable, no liability is assumed on account of erroneous information furnished by others.
3. There are no known special restrictions applying to the use, sale, rental or occupancy of the property other than applicable Laws of the City of Biddeford and the State of Maine.
4. This appraisal is to be used in whole and not in part. No part of it may be removed.
5. Possession of this report does not confer upon the possessor the right of publication.
6. The value reported herein is expressed in terms of United States currency and is based on the purchasing power of the dollar on the date of valuation.
7. Disclosure of the contents of this appraisal is governed by the By-Laws of the Appraisal Institute.
8. Neither all or any part of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is associated, or any identity of the Appraisal Institute or the MAI or RM designations) shall be disseminated to the public through advertising without prior written consent and approval of the writer.
9. No court testimony or appearance in court is required by reason of this report unless an arrangement has been made for such testimony.
10. No consideration has been given to hazardous waste or other factors affecting

environment quality; no testing of any kind was performed or contracted for, and no representation or warranty is made by the appraiser as to the presence or absence of hazardous substances in the subject land and/or its proposed improvements.

11. I have assumed that the property will be operated in accordance with all regulations under which it is governed.
12. Where differences exist between the Assessor's records and independent research within the York County Registry of Deeds, the appraiser has generally relied upon a physical survey completed by Maine Boundary Consultants, dated July 13, 2017 entitled "Easement Map" - Biddeford Municipal Airport Showing the Proposed Avigation Easements".

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the damages attributed to a proposed avigation easement as described herein, as of June 17, 2017. Intended user of this report is Gale Associates, Incorporated as consultants to the City of Biddeford Airport Commission. The intended use of the report is for guidance with respect to establishing the damages attributed to the defined interest to be used for possible acquisition and/or transfer of the defined rights.

DEFINITION OF MARKET VALUE

"Market Value means the fair value of property as between one who wants to purchase and one who wants to sell; not its speculative value; not value obtained from the necessities of another. It is what it would bring at a fair public sale, when one party wanted to sell and the other to buy."¹

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their

¹Palmer vs Lumbering Association, 90 Maine, 193

best interest;

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto: and;
5. the price represents the normal consideration of the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

DEFINITION OF AVIGATION EASEMENT

Generally references the right to use the air space above a specific height for the flight of aircraft; may prohibit the property owner from using the land for structure, trees, signs, stacks above a specified height, or other specified use. The degree of restriction is dictated by the terms and conditions of the easement, which may reflect the glide angle required to use the airfield's runway safely.²

From another general perspective, the FAA definition is as follows: An avigation easement is a conveyance of a specified property interest for a particular area that restricts the use by the owner of the surface and yet assures the owner of the easement the right and privilege of a specific use contained within the easement document. When acquisition in fee title is not necessary, an avigation easement may be appropriate to secure airspace for airport and runway approach protection and for noise compatibility programs.

Such easement rights may consist of the right-of-flight of aircraft; the right to cause noise, dust, etc.; the right to remove all objects protruding into the airspace together with the right to prohibit future obstructions in the airspace; and the right of ingress/egress on the land to exercise the rights acquired. The easement may also contain any number of additional restrictions as the airport owner deems necessary.

The specific wording applicable to the avigation easement relative to acquired rights and those rights that will remain undisturbed or preserved by the fee owner has not been finalized but essentially consists of the right to clear vegetation that penetrates the glide plane and that within proximity of the plane.

²The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010

SCOPE OF APPRAISAL

The problem as defined is to estimate the market value of an avigation easement within the subject property which contains a total of ±22170 square feet which constitutes 100% of the entire parcel proposed to be encumbered by an avigation easement in accordance with the previously exhibited plan.

The client, Gale Associates, Incorporated, acting as consultant to the Biddeford Airport Commission of the City of Biddeford intends on using this appraisal report opinions and conclusions as guidance in the acquisition of the partial interest as an integral part of the Biddeford Airport Improvement Project.

The scope of this appraisal is to inspect the subject property, analyze market conditions, collect pertinent data, and form an opinion of the properties' market value relative to the proposed acquisition. This involved discussions with municipal officials, property owners, developers, real estate agents, and appraisers. Information gathered from these investigations was used as a basis for determining a highest and best use opinion for the subject property and comparables data incorporated within the valuation which constitutes the "Before Value" prior to the possible impact of the proposed avigation easement. The "After Value" incorporates perceived evidence of the impact resulting from the acquisition of the avigation easement or clearance easement. Subsequently the difference between the before and after value estimates reflects the estimate of the damages.

In developing a value estimate, I have exclusively employed the Sales Comparison Approach to value regarding the before value of the fee interest of the subject property and the after value which is encumbered by the avigation easement. The analysis is presented within subsequent sections.

DESCRIPTION AND ANALYSIS

LOCATION AND NEIGHBORHOOD DESCRIPTION

The subject property is situated in the south central section of Biddeford, Maine approximately 12 miles south of the greater Portland area and about 30 miles north of the New Hampshire-Maine border.

Physically, the region is identified as the Saco-Biddeford area with Biddeford bordered by Saco River and Saco, Interstate 95 to the west, Scarborough to the north and Arundel and Kennebunkport to the south and the Atlantic Ocean to the east. The Portland MSA has evolved to a diversified economic base to include health care and social assistance, retail trade, accommodation and food service, educational services and manufacturing. Principal highways are Interstate 95 (Maine Turnpike) which bisects central Biddeford and the secondary highway of U.S. Route which intersects the city and reflects a significant business corridor. Rail links are available which include passenger service to Portland and Boston, Massachusetts. Commercial usage is generally associated with secondary state highways that traverse the town and a perceived revitalization of the Central Business District (CBD). In summary, transportation corridors provide ready access to the region creating a positive attribute.

Population within this community increased modestly from 2000 (20,710 persons) to 2010 (21,277 persons) according to the U.S. Census Bureau reflecting a 1.6% increase during the decade. Comparatively York County population increased 5.6 % during the same period. According to Town Charts Demographic Data, population has remained virtually unchanged since 2010. According to the American Community Survey (ACS) of the U.S. Census the median household income was reported at \$43,060 compared to a per capital income of \$24,695. Labor force as of May-2017 (Biddeford) is 12,039 with an improved unemployment rate of 3.0% compared to the county at 2.9%.

Current statistics relative to the single family housing market are limited with the following data extracted from available sources.

According to the Maine Association of Realtors, as reported in the Portland Press Herald June 22, 2017, limited housing supply has had a positive influence on the market. Statewide, the number of units sold declined 5.61% while the median price increased 4.32% during the period Mar 2017 to May 2017. More specifically, York County representing Realtor sales of 675 versus 748 during the same period of 2016 reflects a 9.76% decrease as detailed within the following chart.

	No. Units Sold		% Change	Median Price	Median Price	% Change
	Mar 2016 May 2016	Mar 2017 May 2017		Mar 2016 May 2016	Mar 2017 May 2017	
Statewide	4046	3819	-5.61%	\$185,000	\$193,000	4.32%
York County	748	675	-9.76%	\$230,000	\$247,500	7.61%

From another perspective, I have utilized the City of Biddeford Assessor's sales records (all transactions) with an attempt to extract only single family sales that were classified as "arm's length" for the period Jan through March 2016 compared to Jan through March 2017. The findings are as follows:

Period	No. Sales in Sample	Mean Sale Price	% Change
Jan-Mar 2017	35	\$250,416	3.1%
Jan-Mar 2016	50	\$242,835	-----

Both the median price of the realtor's survey and the mean price of the sales reports of the Biddeford Assessors are in relatively close proximity. It appears reasonable that appreciation in the housing market has been demonstrated. Giving equal weight to both surveys, a 5% appreciation factor will be incorporated in the market data adjustment process.

The subject property is located westerly of the Biddeford Municipal Airport within a general locus comprised of mixed style single family dwellings that typically range in age from 30 to 40 years interspersed with homes of a more recent vintage. Most recent development within this locus is situated on the easterly side of Granite Street Extension consisting of eight lots with active construction within Blackthorne Drive off Cornerstone Drive. The area is essentially fully built out and considered stable with no perceived changes evident. The major land uses within this area is the Biddeford Municipal Airport and St. Joseph Cemetery on the westerly side of Granite Street Extension at the intersection of West Street.

Property Description

The subject property is located at 272 Granite Street and contains a total land area of ±22,170 square feet and is improved with a ranch style dwelling containing 1,494 square feet of living

area dedicated to a use as a single family dwelling.

The improvements were constructed circa 1996, according to municipal records and physical inspection with the following particulars:

Foundation:	masonry, full basement unfinished
Structural:	wood frame
Rms/Brs/Baths:	6/3/2.5
Exterior Walls:	clapboard, partial brick veneer
Heat System:	fhw/oil fired
Utilities:	municipal
Overall Condition:	Good; 2-car attached garage

The proposed avigation easement impacts 100% of the entire parcel with an estimated area under the easement of 22,170 square feet. The improvements are an integral part of the proposed easement area with no negative impact regarding the continued use and enjoyment of the improvements in a manner consistent with its current utilization. The parcel proposed to be encumbered by the avigation easement is 1290.33 feet from the threshold at the southern extremity of the runway. At this point, the Runway Approach Surface (that area above) would be an integral part of the avigation easement. Based on the available preliminary provided plans, the elevation within that area proposed to be encumbered by the avigation easement ranges is ± 160 feet above M.S.L. and the elevation of the plane, predicated on the design slope ranges from ± 195 feet to ± 208 feet M.S.L.. As a consequence the approximate distance from the ground elevation to the bottom of the Runway Approach Surface (plane) ranges from 35 to 48 feet M.S.L..

ASSESSMENT AND TAX DATA

According to the records of the Biddeford Assessor's Office, for the tax year 2016-2017 with an assessment date of April 1, 2016, the following information is pertinent:

Assessed to:	Robert D. Dee, Jr.
Mailing Address:	272 Granite Street, Biddeford, ME 04005-9775
Location:	272 Granite Street
Identification:	Assessor's Map 19 Lot 16-1

Assessment	FY 2016-17
Land	\$68,200
Improvement	\$156,900
Total Assessment	\$225,100
Tax Rate Per Thousand	\$19.86
Total Taxes	\$4,470.49

The bi-annual tax dates are October 12, 2016 and April 13, 2017.

HISTORY OF SUBJECT PROPERTY

The subject property was acquired from Robert & Jeanette Lariviere as recorded at York County Registry of Deeds in Book 1680, Page 149 dated Sept. 29, 1965 with consideration stated at Nominal according to municipal tax records.

ZONING

Based on the Zoning Ordinance of the City of Biddeford, the current applicable zoning of the subject property is R1A (single family), the following Dimensional Requirements currently in effect:

Minimum Lot Size:	10,000 S.F.
Minimum Lot Frontage:	100 Feet
Minimum Front Yard:	25 Feet
Minimum Side Yard:	10 Feet
Minimum Rear Yard:	10 Feet
Maximum Height:	35 feet Minimum - 3 Stories
Coverage	None

Potential usage would necessarily conform to these intensity regulations. This district is limited to single-family residential uses similar to the SR-1 Zone (lower density) but with a smaller lot size. These areas are served by sewer and water and are best characterized as in-town single-family neighborhoods. The current use and intensity regulations are considered legal conforming.

HIGHEST AND BEST USE

Highest and best use can be defined as that use which, at the date of the appraisal, is most likely to produce and/or support the highest present worth and/or highest net income to the land and/or improvements over a stipulated period of time, which considers:

1. its possible use or those uses which are physically possible for the site in question;
2. its permissible [legal] use or those uses which are permitted by zoning and deed restrictions of the site in question;
3. its feasible use or those possible and permissible uses which will produce the highest net return to the owner of the site under current and projected market conditions;
4. that use among the alternatives possible - permissible and feasible uses - that will produce the highest net return or highest present worth, in essence the result that is maximally productive.

Highest and best use that would comply with the underlying components of the definition and be physically possible, legally permissible and be economically feasible is represented by its present use as a single family residence.

VALUE PREMISE

There are potentially three methods to be utilized in the real estate appraisal process: cost approach, income approach, and the market data approach. This appraisal will rely solely on the value indication developed by utilizing the market data approach. This approach to value is generally accepted as the most reliable and, in this instance, represents the only viable means of estimating value.

Conceptually and ideally, the preferred methodology in the valuation of aviation easements concentrates on a before and after value estimate wherein the before value reflects the existing site characteristics including proximity to the airport but without imposition of the proposed aviation easement. The after value incorporates the same site characteristics together with the aviation encumbrance. The difference between the before and after values reflects the value attributed to the taking - aviation easement.

Application of the market comparison approach simply incorporates comparative qualified data that represents market conveyances that are characteristically as similar to the subject as possible and subsequently adjusted for differences that exist compared to the property under appraisal which serves as the standard. This typical application is straightforward wherein the differences in physical and legal property characteristics are closely aligned.

The only tenable method of valuation is delegated to a comparative analysis of market data that display similar characteristics compared to the property under appraisal. Market transactions with varying utilization characteristics within Biddeford were examined and will serve as the basis for a comparative analysis.

Given that the improvements are physically impacted (directly below) by the proposed aviation easement, this appraisal concentrates on the value of the real estate from the perspective of a before and after value. In essence, the value before incorporates a fee simple perspective with the after value evaluated with the added encumbrance (aviation easement).

Fractional interest within the scope of this assignment references an aviation easement which has characteristics in common with other partial interests which include, but are not limited to:

- temporary easements
- permanent easement (drainage, utility, slope and similar)
- archeological easements
- conservation restriction
- agricultural preservation restriction (APR)

In all instances the transfer of partial rights in fee reflects a component of the fee simple interest. Under some circumstances the value estimate for fractional interest is achieved with a high degree of certainty. For example, an APR value is initiated with the fee value unencumbered predicated on the Highest and Best Use and incorporates market related transactions that display similar characteristics as the subject and are adjusted for parity with the subject that serves as the standard. In summary, the fee value is based on that use that produces the greatest net return to the underlying land. The agricultural rights value is determined based on the highest and best economic agricultural use. The difference between the fee simple unencumbered value and the residual agricultural value is attributed to the "development rights" which is reasonably straightforward with each value attainable by qualified market evidence. Further, temporary easement values are equivalent to a fair annual return based on the length of the temporary easement and probably incorporates a discounting to reflect that payments are generally in advance. From another perspective, a permanent easement typically includes a perceived allocation of the fee

value to the specific permanent easement presuming that the encumbrance does not result in damages (ie: severance damages) to the remaining land mass. Several factors influence the value attributed to the permanent easement and often requires interpretation in that determination. Empirical evidence is generally lacking and reliance must incorporate subjectivity predicated on the experience of the practitioner.

In the subject instance, the appraisal problem is two fold: first to estimate the before market value of the fee interest and secondly to estimate the after value with the imposition of the aviation easement. Proximity to the airport already exists and any negative impact is incorporated within the before and after values and has no consequence relative to the value of the aviation easement.

With respect to potentially developable land the imposed restrictions (conservation restriction) often result in a loss of value to the fee interest in the range from 75% to 95% due to the fact that the absolute majority of the value is attributed to the land's potential to support a high degree of utility as building site(s). Its residual value is essentially limited to its value as open space, where its utility or ability to generate income from potential development has been removed from the rights of ownership. An APR has a residual value for agricultural purposes and is easily quantifiable.

Regarding the after value of the property with the proposed aviation easement without empirical evidence that would demonstrate the negative impact associated with the aviation easement, the only alternative is to incorporate the qualified market evidence utilized in the fee simple before value and attempt to qualify the impact, on a case by case basis, of the aviation easement given proximity of the clear zone, which determines the imposition of height restriction due to the glide plane angle and impact of vegetation removal (which may provide a buffer to the airport) as an underlying component of the aviation easement.

ANALYSIS OF MARKET SALES - BEFORE VALUE

MARKET DATA APPROACH

The market data approach provides a useful analytical tool which attempts to abstract from similar property sales a common denominator expressed as sales price per physical unit and is subsequently adjusted to reflect the characteristics of the subject, which serves as the standard. Although economists have declared an end to the recession, this modest recovery has had a profound negative affect on the real estate market. There are qualified sales within the market

from which to draw comparability. This transactional data has been extracted from the market and analyzed for this report and is considered the best available evidence.

The subject serves as the standard and the sales are adjusted to reflect parity with the subject. Where a characteristic of the subject is superior to the market sale, a positive adjustment is warranted and the converse is true.

From another perspective, limited supply of improved properties for sale enhances the need for new construction and tends to increase market prices. The best available evidence has been extracted from the market and incorporated in the comparative process. Time adjustment of sale, based on previous discussions, has been incorporated at an annual rate of five percent.

The market sales represent the most recent transactions within the general area that display, in part, similar characteristics compared to the subject.

ADJUSTED MARKET DATA SALES - BEFORE VALUE

Sale No. Location	Date Price	Adj.	Size (SF) Rm/Br/Bath	Adj.	Quality Cond.	Adj.	Location Lot Size SF	Adj.	Other	Other Adj.	Adj.	Adjusted Sale Price
1 22 Winding Creek, Biddeford	July -16	5%	1,119	10%	Good		Good	-15%	2-Car Attached Gar. Finished bsmt Drainage esmt	-5%	-5%	\$264,100
	\$278,000		6/3/2/		Good		19,576					
2 18 Winding Creek, Biddeford	Nov-2015	8%	1,156	10%	Good		Good	-15%	2-Car attached Gar Partial fin bsmt enclosed porch; deck wet land buffer rear	-5%	-2%	\$264,600
	\$270,000		6/3/1.5		Good		20,447					
3 284 Granite St Ext Biddeford	June 2016	5%	801	20%	Ave		Ave	---	1-Car detached Gar in--grnd pool; enclosed porch	-5%	30%	\$258,700
	\$199,000		5/2/1.5		Good		10,000					
4 249 Granite St Ext Biddeford	Sept -16	4%	1,152	10%	Ave		Ave	---	Basement fin; br & bath; enclosed porch; 2- car attached gar	-----	34%	\$274,700
	\$205,000		5/2/1/		Ave		.7 acres					
SUBJECT 272 Granite Street			1,494		Good		Ave		two-car attached garage; fireplace; entry porch			
			6/3/2.5		Good		22,170 R/W Access					

Adjusted market sales range from \$258,700 to \$274,700. With greater emphasis on the mid-range, the before market value is indicated at \$265,000.

ANALYSIS OF MARKET SALES - AFTER VALUE

After completing an exhaustive search of airports similarly located, no evidence was uncovered regarding the acquisition of aviation easements from which quantitative data could be extracted. Obviously from a theoretical perspective the best evidence in the valuation of easements would be qualified evidence abstracted from the market relative to the impact on value directly related to imposition of an aviation easement.

Without empirical evidence, the only alternative is to examine the components within an after value and attempt to qualify the perceived impact on value after the imposition of the aviation easement within the categories of:

- the presence of the easement into perpetuity surviving a transfer of the property right and its recordation within the respective registry of deeds;
- the possible impact on the property from a marketing perspective;
- and the inability to allow vegetation to exceed particular elevations depending on its location and proximity to the airport.

Legal Ramifications: Rights conveyed to the airport (aviation easement) allow entry to the property and cutting of vegetation within 10 feet of the glide plane slope and obviously any penetration of the plane. Depending on the type of vegetation, this process is ongoing and continuous as growth of vegetation continues. Due to the proposed aviation easement an adjustment in value for this category in the amount of 2% appears reasonable.

Marketing Perspective: Given two similar properties with identical characteristics except that one is encumbered with an aviation easement and the overall complexity inherent in the recorded document together with the lack of knowledge of the buyer to understand the document negatively impacts the property in a manner that must be qualified and considered. The impact from a market perspective is less severe than perceived by the general public because of the lack knowledge as to the ultimate consequences of the intent of the easement. However, a negative impact is indicated in the amount of 3% to account for this item.

Restrictions on Vegetation Growth: Depending on location and proximity to the airport and the property owner's desire to maintain a buffer to the airport and noise generation, this factor can have a decided impact on the property after the imposition of the aviation easement depending on several factors including but not limited to: proximity of the glide path, distance

from the clear zone and horizontal distance from the centerline of the runway. From an additional perspective, the restriction could diminish the buffer to the airport and would negatively impact the property value. In this instance, the property is marginally impacted on vegetation height and 5% reduction is utilized for this factor.

The market sales chart on the following page reflects the best available evidence respecting adjustments to the sales regarding the above enumerated characteristics associated with the aviation easement.

APPRAISED VALUE OF LAND (AFTER VALUE)

SALE	LOCATION	SALE PRICE	DATE OF SALE	ADJUSTED SP Prior Chart BEFORE VALUE	AVIGATION EASEMENT ADJ	AFTER ADJ VALUE (Rnd)
1	Superior	\$278,000	July-16	\$264,100	-10%	\$237,700
2	Superior	\$270,000	Nov-15	\$264,600	-10%	\$238,100
3	Similar	\$199,000	June-16	\$258,700	-10%	\$232,800
4	Similar	\$205,000	Sept-16	\$274,700	-10%	\$247,200

After imposition of the avigation easement the adjusted market sales range from \$232,800 to \$247,200. With greater emphasis on the mid-range of the adjusted sales, the after value of \$240,000 will be utilized.

RECONCILIATION AND FINAL VALUE ESTIMATE

In the instance of the subject property, the valuation problem involves a residential single family property situated on a 22,70 square foot lot with specific attention to the value of an avigation easement encumbering 100% of the total lot area.

- Before Value\$265,000
- After Value\$240,000
- Difference.....\$ 25,000

Reliance within the appraisal process has been delegated to the market approach to value which resulted in a value range derived by application of the direct sales comparison approach incorporating a before and after value to estimate the value attributed to the avigation easement. The specific locus of the property is influenced by its proximity to the airport and is considered in both the before and after value estimates. Lacking market evidence from which a “paired sales analysis” could be undertaken, the only alternative is to examine the characteristics of the subject property after the imposition of the avigation easement and utilize what a knowledgeable buyer would consider as an appropriate adjustment for the particular change in property characteristics due to the easement.

Market sales were analyzed and adjusted to reflect differences and similarities compared to the subject in both the before and after value estimates, while the after value incorporates the perceived impact of the avigation easement encumbrance.

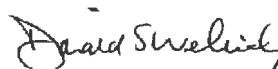
Therefore, based on the analysis within this approach, it is this appraiser's opinion that the damages attributed to the proposed avigation easement, as of June 17, 2017, are in the amount of \$25,000.

CERTIFICATION

I hereby certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have performed no services, as an appraiser or in any other capacity, regarding the property this is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause or the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- My value conclusions as well as other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- As of the date of this report, I (Donald S. Welinsky, MAI) has completed the continuing education program of the Appraisal Institute.

Damages attributed to the proposed avigation easement, as of June 17, 2017 is estimated at:
TWENTY-FIVE THOUSAND (\$25,000) DOLLARS.



Donald S. Welinsky, MAI

CERTIFICATE OF APPRAISER

U.S. Department of Transportation Federal Aviation Administration		
CERTIFICATE OF APPRAISER		
Airport Biddeford Municipal Airport	Project Number 3-23-0009-13-2018	Parcel No. 19-16-1
Project Location 272 Granite Street, Biddeford, ME		
I hereby certify: That on <u>June 17, 2017</u> (date) (s), I personally made a field inspection of the property herein appraised and that I have afforded the property owner the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal or in the data book or report that supplements the appraisal. That to the best of my knowledge and belief the statements contained in the appraisal attached hereto are true and the information contained therein upon which the opinion of value expressed below is based is correct, subject to the limiting conditions set forth in the appraisal. That I understand this market value appraisal is to be used in connection with the acquisition of land for an airport project by <u>Biddeford Municipal Airport</u> with the assistance of FAA funds or other Federal funds. That such appraisal has been made in conformity with the appropriate State laws, regulations, policies, and procedures applicable to appraisal of land for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State. That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within reasonable control of the owner, has been disregarded in determining the compensation for the property. That neither my employment nor my compensation for making this appraisal are in any way contingent upon the values reported herein. That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property appraised. That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said Airport or officials of the Federal Aviation Administration and I will not do so until so authorized by said officials, 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. That the conclusion set forth in this appraisal is my independent opinion of the value of the property as of the <u>17th</u> day of <u>June, 2017</u> and that such conclusion was reached without collaboration or direction as to value. It is my opinion that the fair market value of the above captioned real property is as follows: Value before acquisition \$ <u>265,000</u> Value after acquisition \$ <u>240,000</u> Value difference \$ <u>25,000</u> The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easement in favor of _____ The opinion of value expressed above is the result of and is subject to the data and conditions described in detail in this report of <u>50</u> pages. Date of contract <u>March 17, 2017</u> Typed name <u>Donald S. Welinsky, MAI</u> Signature <u>[Signature]</u> Date <u>August 14, 2017</u> Note. - Other statements, required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal, may be inserted where appropriate.		

ADDENDA

SUBJECT PHOTOGRAPHS
View From Southeast



Rear View From Westerly Direction



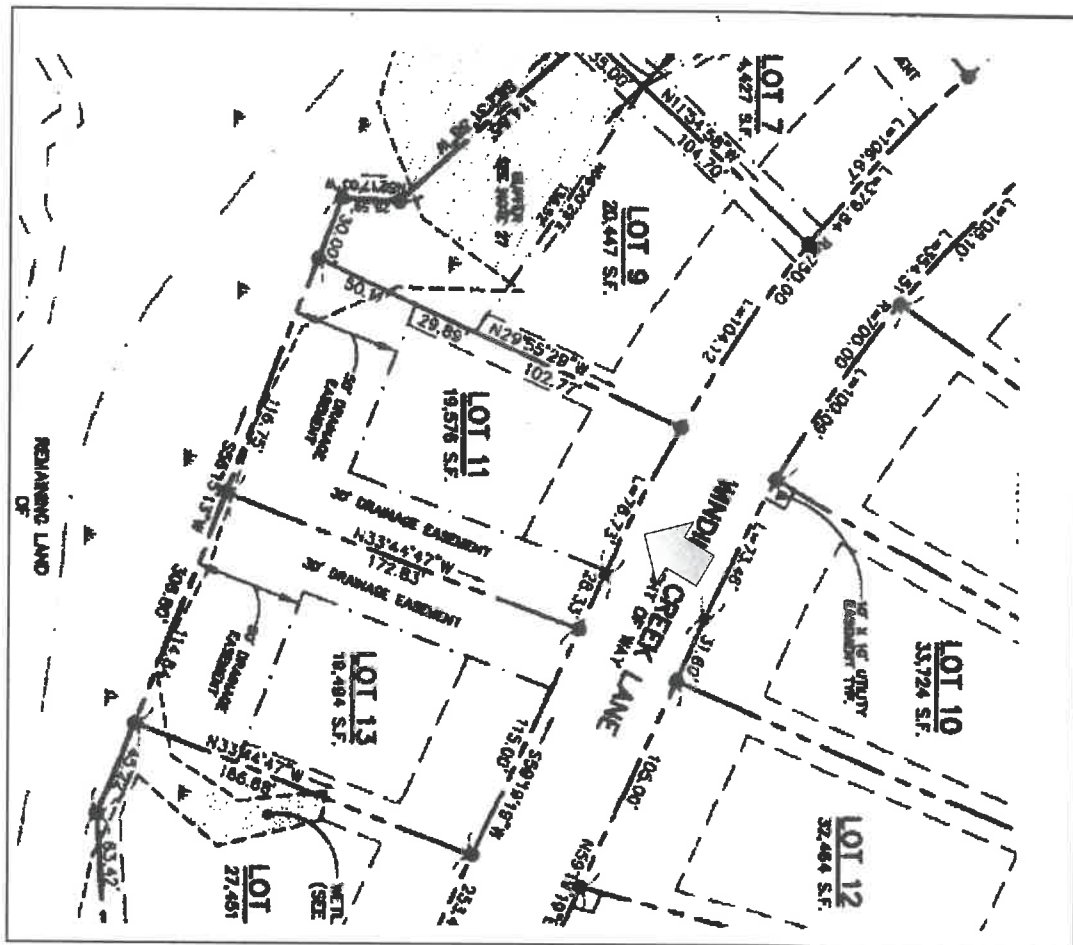
Improved Sale No. 1

Location: 22 Winding Creek, Biddeford
Assessors' Identification: Map 30 Lot 64
Grantor: Michael R. Quinn
Grantee: Eric H. Frazier
Recordation: Book 17279 Page 576
Date of Sale: July 19, 2016
Mortgagee: Residential Mortgage Services
Mortgage: \$264,100
Site Area: 19,576 square feet
Improvements: Single story ranch style dwelling
Gross Area of Building: 1,119 square feet
Zoning: R1A
Assessment: \$227,100
Sale Price: \$278,000
Sale Price per Unit: \$248.44 / S.F.
Confirmation: Deed, Assessor's records

Note: Ranch style dwelling built circa 2011 containing 6 rooms - 3 bedrooms - 2 full bath. contains two-car attached garage; open frame porch (front); wood deck (rear); basement finish $\pm 50\%$; drainage easement on side and rear.



Improved Sale No. 1



Improved Sale No. 1

BK17278 PGS 576 - 581 07/21/2016 08:31:50 AM
 INSTR# 2016028658 DEBRA ANDERSON
 RECEIVED YORK SB REGISTER OF DEEDS
 E-RECORDED

DLN: 1001640008783

Warranty Deed
(Maine Statutory Short Form)

MAINE REAL ESTATE
 TRANSFER TAX PAID

KNOW ALL PERSONS BY THESE PRESENTS THAT I, Michael R. Quinn, with a mailing address of 2495 Rolling View Drive, Dunedin, Florida 34698, for valuable consideration paid, by Erin H. Frazier, having a mailing address of 580 Old Augusta Road, Waldoboro, Maine 04572, the receipt and sufficiency whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY, unto the said Erin H. Frazier, her heirs and assigns, with **WARRANTY COVENANTS**, a certain lot or parcel of real property situated in the City of Biddeford, County of York, State of Maine, bounded and described as follows:

**PROPERTY DESCRIBED IN "EXHIBIT A" ATTACHED HERETO AND
 MADE A PART HEREOF**

Meaning and intending to convey the same premises conveyed to Michael R. Quinn, by virtue of a deed from Rodney F. Saucier dated August 21, 2014 and recorded on August 22, 2014 in Book 16878, Page 135 with the York County Registry of Deeds.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

Witness my hand and seal this 17 day of July, 2016.

WITNESS

Michael R. Quinn
 Michael R. Quinn

**STATE OF MAINE
 COUNTY OF CUMBERLAND**

Personally appeared before me on this 17 day of July, 2016 the above named Michael R. Quinn and acknowledged the foregoing instrument to be his free act and deed.



Thomas Schoening, III
 Notary Public/Attorney At Law

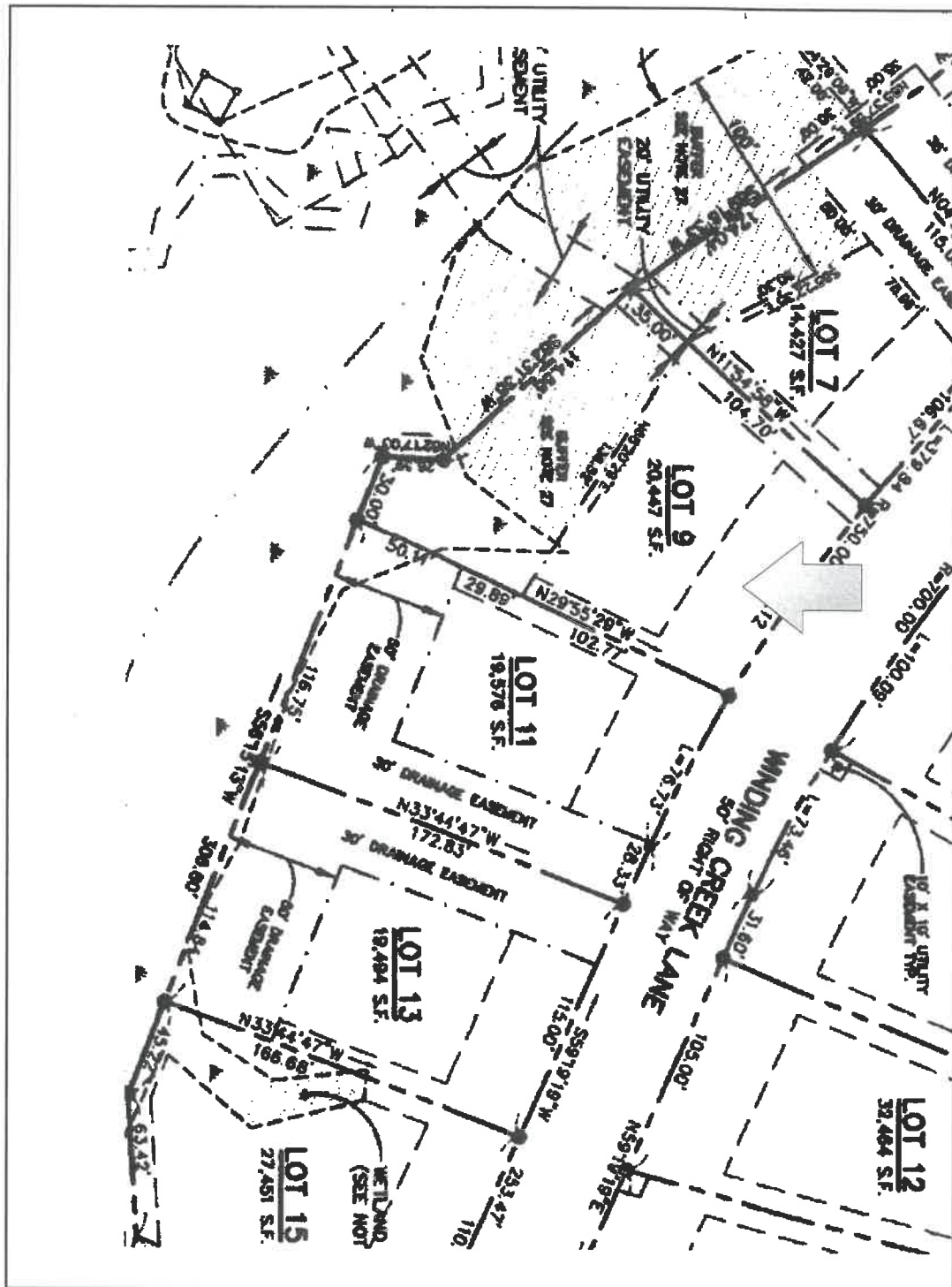
Print Name

Improved Sale No. 2

Location: 18 Winding Creek, Biddeford
Assessors' Identification: Map 30 Lot 63
Grantor: Berthier & Nicole Theriault
Grantee: Kurt G. & Crystal L. Pray
Recordation: Book 17143 Page 920
Date of Sale: November 30, 2015
Mortgagee: Ocean Communities Federal Credit Union
Mortgage: \$243,000
Site Area: 20,447 square feet
Improvements: One-story ranch
Gross Area of Building: 1,156 square feet
Zoning: R1A
Assessment: \$235,300
Sale Price: \$270,000
Sale Price per Unit: \$233.56 / square foot.
Confirmation: Deed & Assessor's records
Note: Ranch style dwelling containing 6 rms/3 bdrs/1.5 baths; partial finished basement; two car attached garage; open frame entry porch (front) and deck (rear); built circa 2010; wet land buffer in rear.



Improved Sale No. 2



Improved Sale No. 2

WARRANTY DEED
Joint Tenancy
Maine Statutory Short Form

BK 17143 PGS 920 - 922
 INSTR # 2015051002
 RECEIVED YORK SS
 12/02/2015 10:01:32 AM
 DEBRA ANDERSON
 REGISTER OF DEEDS

KNOW ALL PERSONS BY THESE PRESENTS, That

Berthier Theriault and Nicole Theriault

of 18 Winding Creek Lane, Biddeford, ME 04005

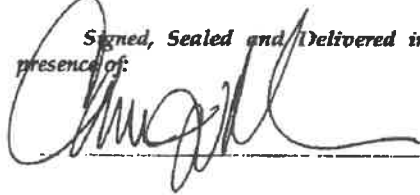
for consideration paid, grant to Kurt G. Pray and Chrystal L. Pray

of 22 Alexander Drive, Biddeford, ME 04005

with warranty covenants, as joint tenants the land in Cumberland, County of York, and State of Maine,
 described on the attached EXHIBIT A.

WITNESS our/my hand(s) and seal(s) this 30th day of November, 2015.

Signed, Sealed and Delivered in
 presence of:



Berthier J. Theriault
 Berthier Theriault

Nicole Theriault
 Nicole Theriault

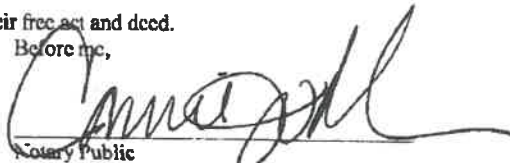
STATE OF MAINE

November 30, 2015

COUNTY OF York

Then personally appeared the above named Berthier Theriault and Nicole Theriault and
 acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,



Notary Public

Printed Name:

My Commission Expires:

Connie Jo Minervino

Notary Public, Maine

My Commission Exp.

12/29/2021

Atlantic Coast Title Co.
 76 Atlantic Place
 S. Portland, ME 04106

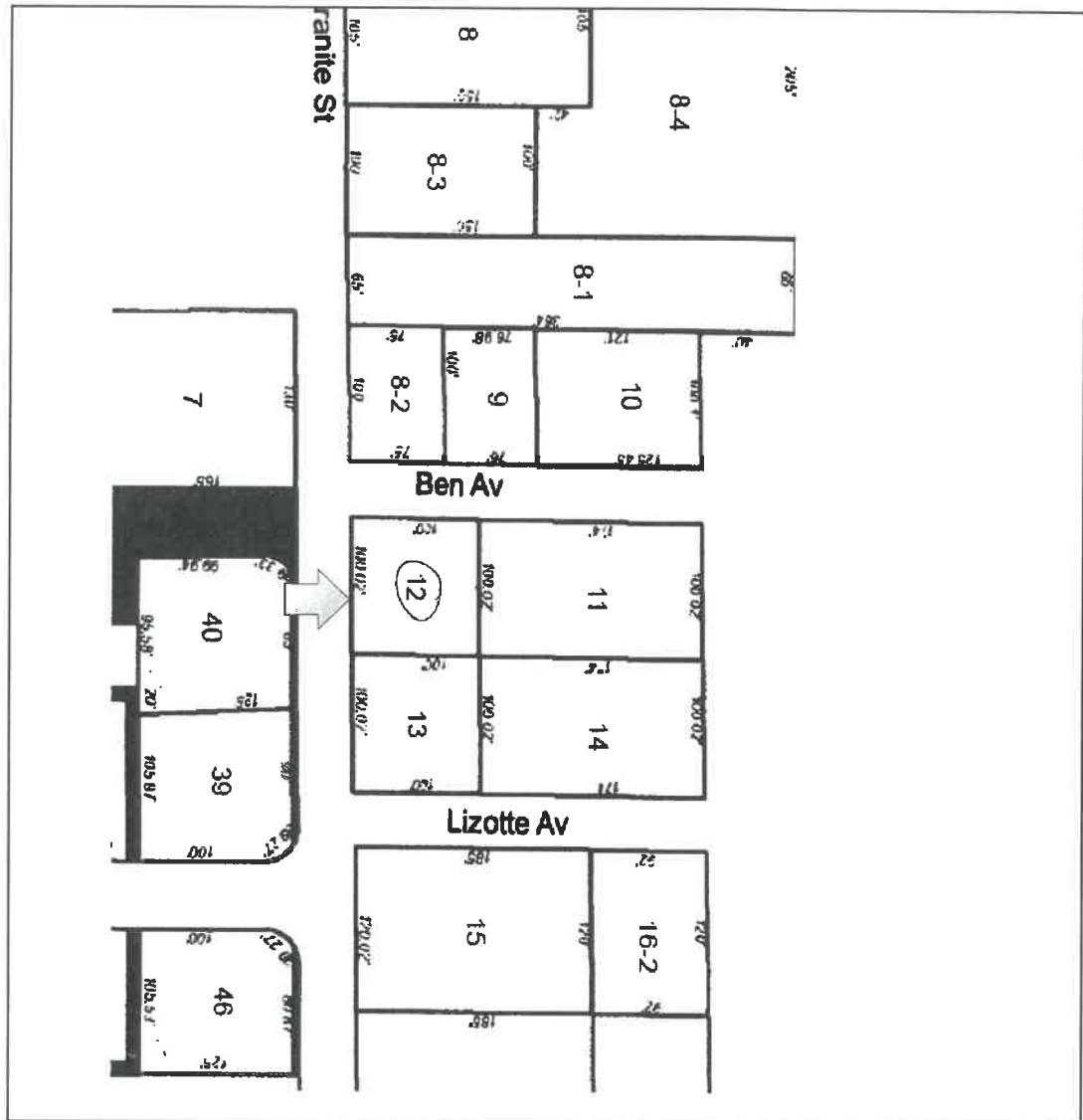
Improved Sale No. 3

Location: 284 Granite Street Ext
Assessors' Identification: Map 191 Lot 12
Grantor: Diane T. Charland
Grantee: Jane F. Roy
Recordation: Book 17269 Page 160
Date of Sale: June 28, 2016
Mortgagee: Regency Mortgage Corp.
Mortgage: \$179,100
Site Area: 10,000 square feet
Improvements: Ranch style residence
Gross Area of Building: 801 square feet
Zoning: R1A
Assessment: \$154,300
Sale Price: \$199,000
Sale Price per Unit: \$248.44 / S.F.
Confirmation: Deed, MLS & Assessor's Records

Note: Ranch style dwelling located on a 10,000 square foot lot within the subject locus; one-car detached garage; 5/rms/2br/1.5 baths; updated; built circa 1949; in ground pool; enclosed porch (200 sf); deck (rear).



Improved Sale No. 3



Improved Sale No. 3

ME 17252 Page 102 FUTURE 25-000000-01 (LAST PAGE OF DOCUMENT)

RECEIVED 07/28/2016 08:56:30 AM
 DEBRA J. WILSON
 REGISTER OF DEEDS
 E-R CORRESP

WARRANTY DEED
 MAINE STATUTORY SHORT FORM

KNOW ALL MEN BY THESE PRESENTS, that I, Diane T. Charland, of 284 Granite Street, Biddisford, ME 04005, for consideration paid, grant to Jane F. Roy, of 66 Watkins Shore Road, Casco, ME 04015, with WARRANTY COVENANTS, the following described real property:

Two certain lots or parcels of land, together with the buildings and improvements thereon, situated in the City of Biddisford, County of York and State of Maine, and being: Lots No. 9 and 10 as shown on "Plan of land of Benjamin Lizotte, Biddisford, Maine" dated December 8, 1947, drawn by Libby & Dow, C.E. and recorded in the York County Registry of Deeds in Plan Book 15, Page 27, to which plan and the record thereof, reference is hereby made for a more particular description of the within conveyed premises.

The above-described premises is subject to the restrictions set forth in deed from Benjamin J. Lizotte and Florence Lizotte to Sylvester Coffin dated December 12, 1947 recorded in said Registry of Deeds in Book 1150, Page 387, which is incorporated herein by reference as if fully set forth herein.

For title of Grantor, reference is hereby made to a deed of Mikko Siivonen and Carina C. LaFramme (aka Carina C. Siivonen, dated September 20, 2005 recorded in York County Registry of Deeds in Book 14607, Page 517.

Title not searched by deed preparer, scrivener only.

Witness my hand and seal this 25 day of June, 2016.

Signed, sealed and delivered in the presence of:

Witness [Signature]

[Signature]
 Diane T. Charland

STATE OF MAINE
 COUNTY OF Cumberland ss

Date: June 25, 2016

Personally appeared the above-named Diane T. Charland and acknowledged the foregoing to be her free act and deed.



Before me,

[Signature]
 Notary Public

Print name:

My commission expires:

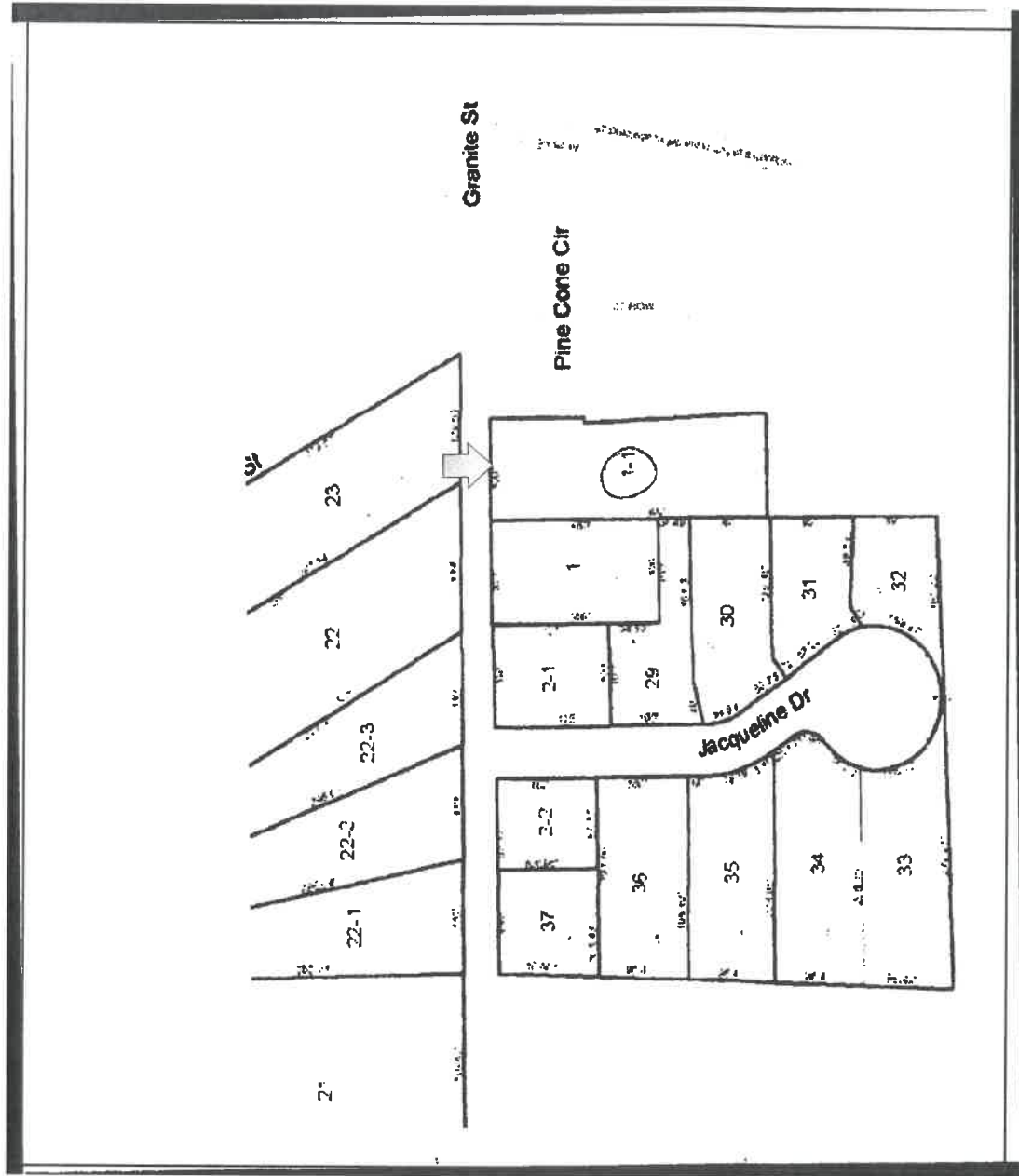
MAINE REAL ESTATE
 TRANSFER TAX PAID

Improved Sale No. 4

Location: 249 Granite Street, Ext.
Assessors' Identification: Map 19 Lot 1-1
Grantor: Jennifer L. Paul
Grantee: Kim L & Marilyn D. Richardson
Recordation: Book 17322 Page 232
Date of Sale: September 12, 2016
Mortgagee: Residential Mortgage Services, Inc.
Mortgage: \$164,000
Site Area: .7 acres
Improvements: one-story ranch style dwelling
Gross Area of Building: 1,152 square feet
Zoning: R1A
Assessment: \$189,600
Sale Price: \$205,000
Sale Price per Unit: \$177.95 / square foot
Confirmation: Deed, MLS & Assessor's Records
Note: Ranch dwelling built circa 1956 with 5rms/2brs/1 bath;
additional BR and full bath in basement with $\pm 75\%$ finish; two
car attached garage; enclosed porches (2) ± 400 sf; fp; average
condition.



Improved Sale No. 4



Improved Sale No. 4

BK17322 PGS 232 - 233 09/16/2016 01:13:08 PM
 INSTR#: 2016039838 DEBRA ANDERSON
 RECEIVED YORK SS REGISTER OF DEEDS
 E-RECORDED

4

DLN: 1001640009875 **WARRANTY DEED**
MAINE STATUTORY SHORT FORM

KNOW ALL MEN BY THESE PRESENTS, that I, Jennifer L. Paul, of 249 Granite Street, Biddeford, ME 04005, for consideration paid, grant to Kim L. Richardson and Marilyn D. Richardson, of 5 DiPalma Court, Beverly, MA 01915, as joint tenants, with **WARRANTY COVENANTS**, the following described real property:

A certain lot or parcel of land, with the buildings thereon, situated on the southeasterly side of Granite Street Extension in the City of Biddeford, County of York and State of Maine, bounded and described as follows:

Beginning at an iron pipe driven into the ground on the southeasterly side of Granite Street Ext. said iron pipe being the northerly corner of land of one Melvin Bartlett; thence northeasterly by said street, 100 feet to an iron pipe driven into the ground and land of one Norman R. Poirier, said last mentioned iron pipe being 11.59 feet westerly of a hydrant standing on said land of Poirier and being 62.51 feet southerly of the shingles at the easterly corner of home numbered 240 standing on the northwesterly side of said street; thence southeasterly by land of Poirier, and at right angles to said street, 100 feet to an iron pipe driven into the ground and land of Burton Walsh, et al.; thence southwesterly by said Walsh land and parallel to said street, 100 feet to an iron pipe driven into the ground and said land of said Melvin Bartlett; thence northwesterly by said land of said Bartlett and at right angles to the last described line, 100 feet to the point of beginning.

Being hereby conveyed subject to the rights of the Central Maine Power Company, New England Telephone and Telegraph Company and Biddeford Saco Water Company, if any, over a narrow strip along the northwesterly side of said lot.

Meaning and Intending to convey the same premises conveyed to Jennifer L. Paul, by virtue of a deed from Mercedes Ann Sonnie dated July 28, 2015 and recorded on July 29, 2015 in Book 17066, Page 383 with the York County Registry of Deeds.

Also another certain lot or parcel of land, with the buildings thereon, situated on the southeasterly side of Granite Street Extension, so-called, at the rear and adjacent to land owned by Carl F. Sheltra and land owned by Burton Walsh and Esther Walsh in said Biddeford, York County, Maine, more particularly bounded and described as follows, viz:

Beginning at an iron pipe driven into the ground on the southeasterly side of land owned by Burton Walsh and Esther Walsh, said iron pipe being at the rear corner of land owned by Melvin Bartlett and Carl F. Sheltra; thence northeasterly by land of Carl F. Sheltra, one hundred (100) feet to an iron pipe

MAINE REAL ESTATE
TRANSFER TAX PAID

Improved Sale No. 4

BK 17522 Page 233 INSTR# 2016038838 LAST PAGE OF DOCUMENT

driven into the ground at the corner of land owned by Ovide Palmitessa, formerly of Norman E. Poirier; thence southeasterly by other land of Walsh, and at right angles to said Granite Street Extension, two hundred (200) feet to an iron pipe driven into the ground and remaining land of Walsh; thence southwesterly by said Walsh land and parallel to said street, one hundred (100) feet to an iron pipe driven into the ground and land of Pierce; thence northwesterly by said land of Pierce and at right angles to the last-described line, two hundred (200) feet to the point of beginning.

Meaning and Intending to convey a strip of land at the rear and adjacent to property owned by Carl F. Sheltra on Granite Street Extension, one hundred feet wide by two hundred feet deep.

Title not searched by deed preparer, scrivener only.

Witness my hand and seal this 12 day of September, 2016.

Signed, sealed and delivered in the presence of:

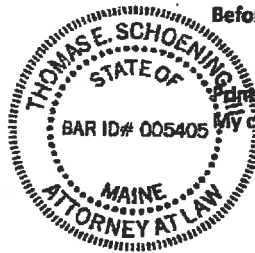

 Witness


 Jennifer L. Paul

STATE OF MAINE
COUNTY OF Cumberland ss

Date: September 12, 2016

Personally appeared the above-named Jennifer L. Paul and acknowledged the foregoing to be her free act and deed.



Before me,

Notary Public

My name:

My commission expires:

SUBJECT DEED

Know All Men by These Presents, that

That We, Robert Lariviere and Jeannette Lariviere, both of Biddeford in the County of York and State of Maine

in consideration of One Dollar and other valuable considerations

made by Robert D. Dee, Jr. and Rachel R. Dee, both of Biddeford in the County of York and State of Maine

do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Robert D. Dee, Jr. and Rachel R. Dee

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever a certain lot or parcel of land situated in the City of Biddeford, bounded and described as follows: Beginning at an iron pipe driven into the ground on the northeasterly side of a reserved street known as Lizotte Avenue, said iron pipe being the southerly corner of lot #15 as shown on "Plan of land of Benjamin Lizotte" made by Libby & Dow, Engineers October 24, 1959 (and recorded) revised June 21, 1960; thence northeasterly by said northeasterly side of said Lizotte Avenue 85. feet to an iron pipe driven into the ground and remaining land of Benjamin J. Lizotte and Florence Lizotte; thence continuing by the same course and by remaining land of Benjamin J. Lizotte and Florence Lizotte 7.45 feet to an iron pipe driven into the ground and land of one Blodau; thence northeasterly by said land of Blodau and forming an included angle of $91^{\circ} 08'$ with the last described line 340.69 feet to an iron pipe driven into the ground on the southwesterly side of a right of way known as Blodau Avenue; thence southeasterly by said southwesterly side of said right of way and forming an included angle of $89^{\circ} 09'$ with the last described line 92.45 feet to a point and remaining land of Benjamin J. Lizotte and Florence Lizotte; thence southwesterly by said remaining land of Benjamin J. Lizotte and Florence Lizotte and forming an included angle of $90^{\circ} 51'$ with the last described line 241.13 feet to an iron pipe driven into the ground at the easterly corner of the above mentioned lot #15; thence continuing by the same course and by the southeasterly side of said lot #15; 120.02 feet to the point of beginning. Together with a right of way over said Lizotte Avenue as shown on the above named plan.

Being the same premises conveyed to us by Benjamin J. Lizotte and Florence Lizotte by their warranty deed to be recorded herewith.

SUBJECT DEED

to have and to hold the abovegranted and bargain'd premises with all the privileges and appurtenances thereof, to the said Robert D. Dee, Jr. and Rachel R. Dee

as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, to them and their heirs and behoof forever.

And we do warrant with the said Grantees, as aforesaid, that we are lawfully seized in fee of the premises, that they are free of all incumbrances,

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid, and that we and our heirs shall and will warrant and defend the same to the said Grantees, their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

and Jeannette Lariviere

wife of the said Robert Lariviere and Robert Lariviere, husband of the said Jeannette Lariviere.

Joining in this deed as Grantors, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-ninth day of September in the year of our Lord one thousand nine hundred and sixty-five.

Signed, Sealed and Delivered in presence of

John D. [Signature]

Robert D. [Signature]
Jeannette Lariviere

State of New York, ss. September 29, 1965.
Personally appeared the above named Robert Lariviere and Jeannette Lariviere

and acknowledged the foregoing instrument to be their free act and deed.

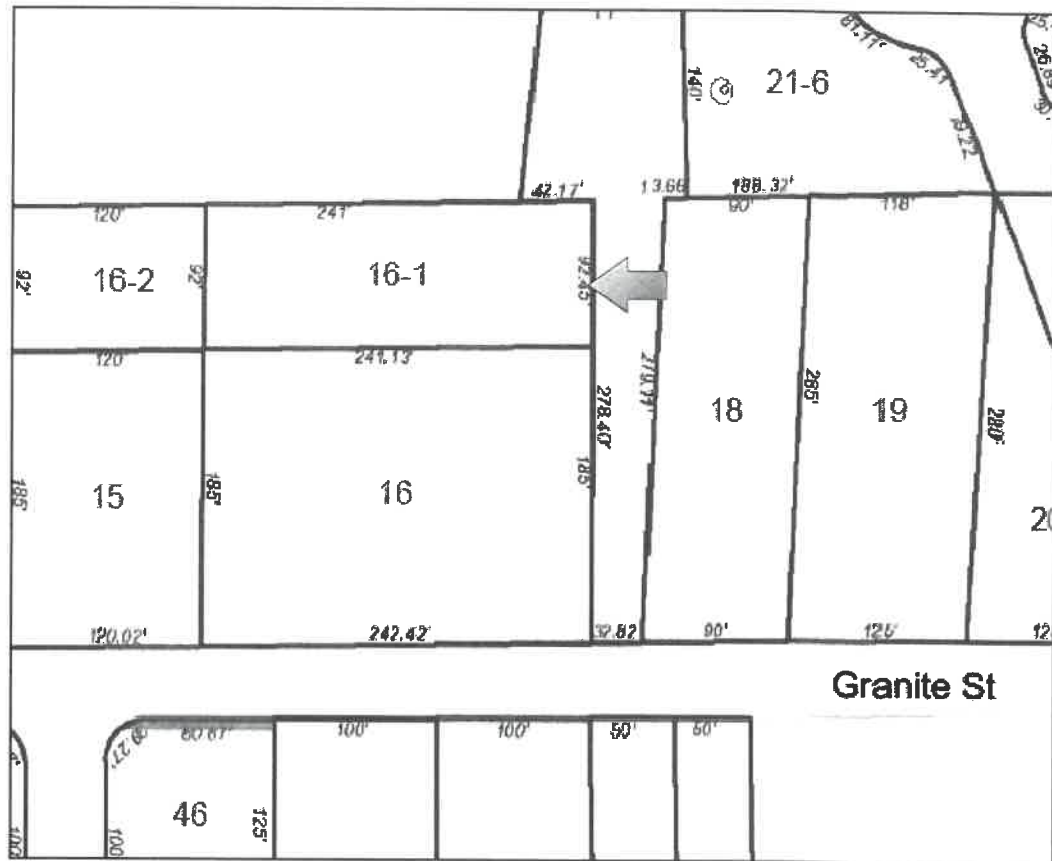
York, ss.

Before me,

John D. [Signature]

^

SUBJECT PLAN



LETTER ADDRESSED TO PROPERTY OWNER

Donald S. Welinsky, MAI
APPRAISAL & ADVISORY CONSULTANTS

Robert D. Dee, Jr.
272 Granite Steet
Biddeford ME 04005-9775

RE: 272 Granite Steet, Biddeford, ME

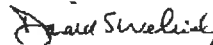
Dear Property Owner:

The Biddeford Municipal Airport is undertaking an Airport Improvement Program (AIP) in conjunction with a grant from the Federal Aviation Administration (FAA) and with cooperation with the State of Maine, Department of Transportation. As an integral part of the program, avigation easements which have been deemed a necessity to insure compliance with FAA standards, are mandated to be acquired. As explained during your meeting with Matthew Caron, Senior Airport Planner, of Gale Associates (consultant to the Airport), the avigation easement impacting your property would have minimum impact on your continued use and enjoyment of the your property. In that regard, I have been retained to provide appraisal services relative to the value of the proposed avigation easements only. Because of the methodology involved in the appraisal process, a brief inspection of the building would be necessary.

The avigation easement is obviously external to the property, but the inspection is required to determine if the proposed easement would have any impact on the present structure. Please sign the enclosed authorization form, advise whether additional information is required and/or provide a time when the inspection would be convenient. Signing the form simply initiates the appraisal process. I intend on following up this letter with a personal contact at the property. I have arranged to be in the area on June 16th (Friday) and June 17th (Saturday) for appointments.

You may respond and/or request an appointment utilizing the following e-mail address: **dwelinsky@gmail.com** or calling **781.837.0535**. As an alternative, the form may be mailed to the address below. The proposed easement is identified within the attached plan. Thank you in advance for your cooperation.

Very truly yours,



Certified General Appraiser
Maine No. TL3726

Date: _____

Authorization _____

Phone _____

Email _____

MARKET SALES LOCATION MAP



PROPOSED AVIGATION EASEMENT



QUALIFICATIONS OF DONALD S. WELINSKY, MAI

EDUCATION

The Citadel, Charleston, South Carolina, Lincoln College of Northeastern University, Boston, Massachusetts; Appraisal Institute required courses and specialized seminars, as follows:

EDUCARE computer courses at the University of Wisconsin; Investment Analysis, sponsored by Wharton School of Business; Computer Symposium sponsored by The University of Georgia; Basic Money Market and Economic Analysis; Business Valuations; Real Estate Risk Analysis, Federal Home Loan Bank Board Regulations, and Money Markets; New Model for Tax Administration by Lincoln Institute; advanced appraisal methodology and practices courses sponsored by the Appraisal Institute.

The Appraisal Institute conducts a certification program for its members and am currently certified.

PERSONAL AFFILIATIONS

Certified General Appraiser - Commonwealth of Massachusetts, License No. 877, certified through August 31, 2017; Certified General Appraiser - State of New Hampshire, License No. NHGC-825, certified through August 31, 2018; State of Maine - Certified General Appraiser, License No. TL3726

Member Appraisal Institute (MAI), Certificate # 5313, New England Chapter, Boston, Massachusetts

Past member of Board of Directors, New England Chapter

Appointed to Regional Ethics and Counseling Panel

Commonwealth of Massachusetts, Department of Public Work list of appraisers qualified to appraise contaminated properties

BACKGROUND

Actively engaged full time in real estate appraisal and consulting; self employed for the past 40 years excepting a period of 2 years where I was affiliated with the R.M. Bradley Company of Boston, Massachusetts as a senior staff appraiser. Independently, I have served various clients throughout the New England Area.

A partial list of clients follows:

Appraisal Surveys

Brockton Redevelopment Authority

Boston Edison
 Town of Plymouth, MA
 Massachusetts Bay Transportation Authority
 Duxbury Housing Authority
 Ford Motor Company
 O.R.Colan LLC
 Leggat, McCall Appraisal
 Dighton Industries
 R.M. Bradley & Company
 Texaco
 Power Test
 Atlantic Richfield
 Salvation Army
 Town of Plymouth, MA
 Mack Truck
 Bank of Boston
 Mass. Housing Finance Agency
 Town of Abington, MA
 Bechtel/Parson Brinckerhoff
 Central Artery/Tunnel
 Tyco, International
 Fay, Spofford & Thorndike
 Worcester Regional Transit Authority (WRTA)
 CDM Smith, Inc.

Massachusetts Electric
 Town of Marshfield, MA
 TeleCom City Project
 Halifax Housing Authority
 State of Rhode Island
 Department of Transportation
 Midas Realty Corporation
 International Paper
 Commonwealth of Massachusetts
 Executive Office of
 Transportation
 Department of Agriculture
 Department of Public Works
 Office of Attorney General
 U.S. Department of Interior
 Fleet National Bank
 Town of Bedford, MA
 City of Worcester, MA
 Nature Conservancy
 VHB (Vanasse Hangen Brustlin)
 Malden Redevelopment Authority
 TranSystems Inc.
 BETA Group, Inc.
 Malden Redevelopment Authority

Appraisal and Consulting Assignments Include:

Appraisals:

Acquisitions for Urban Renewal - Fall River, New Bedford, Marlboro, Malden,
 Revere, Everett, MA
 Easements (Encumbrance Valuations)
 Electric Transmission
 Archeological
 Gas Transmission
 Railroad
 Agricultural Preservation Restrictions
 Highway Right-of-Way
 Avigation
 Eminent Domain
 Contaminated Properties
 Leasehold Valuations
 Multi-family and Condominium Projects

- Low Income and Affordable Multi-family Housing
- Shopping Centers
- Mixed Use (Office Towers, Shopping Mall, & Garage)
- Office Buildings
- Sports Facilities
 - Railroad Terminal & Arena
 - NFL Stadium
 - Jai Alai Fronton
 - Tennis & Health Clubs
- Warehouse & Industrial
 - Mini Warehouses
 - Processing Plants
 - Manufacturing Plants
 - Research & Development
- Marina & Waterfront Development
- Banking Facilities
- Major Military Installation
- Cranberry Bogs
- Residential Subdivisions
- Automobile Dealerships
- Automobile Car Washes
- Truck Sales Distribution and Repair
- Nursing Homes
- Hotels and Motels
- Gasoline Service Stations
- National Seashore Park Acquisitions

Consulting:

- Land Utilization and Marketability Studies (LUM)
- Buyer Origination Study
- Highest and Best Use
- Financial Optimization
- Ad Valorem and Equalization Analysis
- FNMA Condominium Analysis
- Appraisal Review

EXPERT TESTIMONY

Appeared as an expert witness before the Appellate Tax Board of the Commonwealth of Massachusetts, the Federal Court District of Massachusetts, Federal Bankruptcy Court, Plymouth Superior Court and District Court.

Initial Meeting on April 20, 2017

- Matt Caron of Gale Associates, Kris Reynolds, Airport Manager, and Fred Oliver, Airport Commission Vice Chairman met with Robert Dee at this residence to discuss the avigation easement project the Airport is undertaking, and how it may affect Mr. Dee's property.
- Mr. Dee's son, John Dee was also in attendance at this meeting.
- Mr. Dee expressed he is very much against this project and turned very confrontational during this meeting.
- Mr. Caron explained that at this time, the Airport is not looking for any commitments other than to allow the Airport to proceed with the next steps which include survey, appraisal and review appraisal services.
- Mr. Caron assured Mr. Dee that no one would step foot on his property without receiving permission from Mr. Dee.
- Given how agitated Mr. Dee was during the meeting, Mr. Caron suggested that Mr. Dee take the weekend to think about allowing the Airport to proceed with the next steps.
- Through a telephone discussion the following week, Mr. Dee gave Mr. Caron permission to proceed.

Offer to Purchase Avigation Easement

- Following the survey, appraisal, and review appraisal efforts, a formal offer letter was sent via certified mail to Mr. Dee on September 21, 2017.

Follow Up to Offer to Purchase Avigation Easement

- Gale Associated followed-up with telephone calls to Mr. Dee following the formal written offer.
- Mr. Dee verbally rejected the offer of \$25,000.
- Gale Associates received a phone call from Attorney David Lourie who is currently representing Mr. Dee informing Gale that the offer of \$25,000 is not acceptable.
- A subsequent letter from Attorney Lourie was received by Gale Associates on November 2, 2017. In the letter, Attorney Lourie suggests that the City will be required to acquire the entire property, or its taking will be invalid in litigation.
- This letter was forwarded to Attorney Keith Jacques office, and he and Attorney Sandra Guay took over negotiations from this point.

Easement Impacts:

- Maximum allowable tree heights- approximately 35 feet- 48 feet.



City of Biddeford
Biddeford Airport Commission
205 Main Street
Biddeford, ME 04005

September 21, 2017

Robert D. Dee, Jr.
272 Granite Street
Biddeford, ME 04005

RE: Offer to Purchase Avigation Easement
By Biddeford Municipal Airport
272 Granite Street, Assessor's Map 19 Lot 16-1

Dear Mr. Dee,

The City of Biddeford, through its Airport Commission, is undertaking a project to protect the Runway 24 approach to Biddeford Municipal Airport (the Airport) and allow for the removal of existing and impeding obstructions (trees) to the approach surfaces. This project is necessary for the continued safety of property owners as well as airport users. Your property has been identified as one that contains trees that obstruct the runway approach surface to Runway 24 at the airport and the Airport Commission wishes to obtain a property interest from you in the form of an Avigation Easement¹ in order to remove these trees.

The airport must pay "just compensation" to you in order to acquire the easement on your property. To this end, your property has been independently inspected and appraised by a qualified appraiser, and the appraisal has been reviewed by an independent review appraiser. The appraisers determined the value of the property interests being acquired is **\$25,000.00**. Accordingly, the Airport Commission hereby offers you **\$25,000.00** for the purchase of the avigation easement as reflected in the accompanying deed and as compensation for possible loss of market value and damages resulting from future obstruction removal. The Airport Commission has committed to remove the trees identified as "penetrations" and "near penetrations" once an easement has been obtained.

It is the goal of the Airport Commission to enter into a purchase and sale agreement within thirty (30) days from the date of this offer. The Airport Commission will make every reasonable effort to acquire this property interest by negotiated agreement. However, in the event a negotiated agreement cannot be reached in a timely manner the Commission reserves its right to acquire the needed interests by any other lawful method.

¹ An Avigation Easement is a property right acquired from a landowner which protects the use of airspace above a specified height.

Attached please find a signed Offer to Purchase Easement, the proposed Avigation Easement Deed, a plan entitled "Avigation Easement" showing the proposed easement area, and a brochure entitled *Land Acquisition for Public Airports* that was developed by the FAA to explain this process to affected property owners. The property owned by you over which the Airport Commission wishes to acquire an easement is shown as "Avigation Easement No. 6" on the enclosed Avigation Easement Plan and is highlighted in red. If you wish to accept this offer please sign and return the Offer to Mr. Matthew Caron from Gale Associates, Inc. at the following address: 15 Constitution Dr. Bedford, NH 03110. Mr. Caron is available to discuss this Offer and to answer any questions or concerns that you may have during this process and can be reached at 603-471-1887.

The Airport Commission appreciates your cooperation with our consultant, Gale Associates, and appreciates your consideration of this matter.

Very truly yours,
BIDDEFORD MUNICIPAL AIRPORT

Rick Laverriere, Chairman
Biddeford Airport Commission

Enclosures

cc: Matthew P. Caron, Gale Associates
Sandra Guay, Attorney at Law

OFFER TO PURCHASE AVIGATION EASEMENT

TO: Robert D. Dee, Jr.

DATE: September 21, 2017

Re: Avigation Easement on and over the property at 272 Granite Street, Biddeford, ME, Assessor's Map 19 Lot 16-1 (the "Premises")

(For title, see: Book 1680, Page 149 York County Registry of Deeds)

We hereby offer to buy from you an Avigation Easement on and over the Premises, subject to the following terms and conditions:

1. We will pay for the said Avigation Easement \$25,000.00, of which
 - a. \$25,000.00 is to be paid at the time of delivery of the Avigation Easement Deed.
2. This offer is good until 5:00 P.M. on October 23, 2017, at or before which time a copy of this Offer must be signed by you and returned to us or this Offer shall be void.
3. The Closing shall take place at 1:00 P.M. on December 8, 2017, at the York County Registry of Deeds unless otherwise agreed in writing.
4. If this Offer is accepted by you, then our obligation to buy the Avigation Easement on and over the Premises is subject to and expressly conditioned upon:
 - a. Our obtaining, on or before twenty-one (21) days from your acceptance of this Offer, a preliminary inspection of the Premises satisfactory to us, paid for by the Airport Commission, with access to the Premises permitted by the owner for the Airport or its agents for said purpose; and
 - b. Execution by you and us, on or before twenty-one (21) days from your acceptance of this Offer, of a mutually satisfactory Purchase and Sales Agreement setting forth all of the terms and conditions of this transaction, which shall then become the agreement of the parties; and

If all the above conditions are not satisfied after the acceptance of this Offer, this agreement shall terminate, and neither party shall have further recourse against the other.

5. Time is of the essence of this Offer.
6. The riders, if any, attached hereto containing additional terms are incorporated by reference.

NOTICE: This is a legal document. Consult an attorney. Upon acceptance by the Seller, it constitutes a binding agreement on both parties. Both parties acknowledge that they have been offered the opportunity to seek and confer with legal counsel of their choice prior to signing this agreement.

BUYER
City of Biddeford
By its Airport Commission

Rick Laverriere, Chairman

Address of Buyer 205 Main Street, Biddeford, ME 04005

ACCEPTANCE

This Offer is hereby accepted upon the foregoing terms and conditions.

Robert D. Dee Jr.

Address of Seller: 272 Granite Street, Biddeford, ME 04005

RIDER A
Additional Terms

The Avigation Easement granted shall be in substantially the form attached hereto.

Avigation Easement Deed

KNOWN ALL PERSONS BY THESE PRESENTS, that Robert D. Dee, Jr. of Biddeford, Maine (the "Grantor"), owner of a certain parcel of land situated at Granite Street in the City of Biddeford, County of York, State of Maine, being more particularly described in a deed dated October 1, 1965, and recorded in the York County Registry of Deeds in Book 1680, Page 149 (the "Grantor's Property"), in consideration of the sum of **Twenty-Five Thousand Dollars and No Cents (\$25,000.00)** and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the City of Biddeford, Maine, a municipal corporation, acting by and through the Biddeford Airport Commission, with an address of 88 Landry Street, Biddeford, Maine 04005, (the "Grantee"), its successors and assigns, the rights more fully set forth below, including the perpetual easement, appurtenant to the Biddeford Municipal Airport, (sometimes hereinafter, the "Airport"), for the unobstructed passage of all aircraft in and through all airspace located above the Imaginary Plane (as defined below) located at or above the surface of the Grantor's Property depicted by "cross hatching" as "Avigation Easement No. 6" on the Plan defined below, (sometime hereinafter, "Avigation Easement Area"):

Avigation Easement No. 6, meaning and intending to describe the entire premises as described in the deed of Robert Lariviere and Jeannette Lariviere to Robert D. Dee, Jr and Rachel R. Dee, dated September 29, 1965, and recorded in the York County Registry of Deeds in Book 1680, Page 149, and further identified as Tax Map 19, Lot 16-1 on that certain plan of land entitled "Easement Map for the Biddeford Municipal Airport", with a scale of 1" = 60', dated July 26, 2017, prepared by Maine Boundary Consultants, and recorded in the York County Registry of Deeds as Plan Book ___, Pages ___, and more particularly described as follows:

Beginning at a point, being a found 1 ½" iron pipe, being at the northerly most corner of the land now or formerly of John T. Dee and M. Susan Dee, as described in the deed recorded in the York County Registry of Deeds in Book 8206, Page 311, and being on the southwesterly boundary line of the land now or formerly of Richard R. Bilodeau, as described in the deed recorded in the said Registry in Book 13793, Page 135, said point being labeled as "POB 6" on the "Easement Map for the Biddeford Municipal Airport";

Thence S 35°26'57" W, along said John T. Dee and M. Susan Dee, 240.89 feet, to a found 1 ½" iron pipe, and the land now or formerly of John T. Dee, as described in the deed recorded in the said Registry in Book 8206, Page 313;

Thence N 53°14'33" W, along said John T. Dee, 92.43 feet, to a point, and the land now or formerly of the City of Biddeford as described in said Registry in Book 5664, Page 52;

Thence N 35°32'36" E, along said City of Biddeford property, and the said land now or formerly of Richard R. Bilodeau 239.99 feet, to a 1" iron pipe bent, and the land of said Richard R. Bilodeau;

Thence S 53°48'01" E, along land of said Richard R. Bilodeau, 92.02 feet, to the point of beginning;

Containing 22,170 Square Feet, more or less.

The Basis of Bearing for this description is GRID NORTH based on the Maine State Coordinate System West Zone, NAD 83 (Cors96) Epoch 2002, using an Altus APS-3 RTK GPS (Global Positioning System) receiver correcting using the NOAA Online User Positioning User Service (OPUS). The point of beginning of the easement described herein above is at a coordinate of NORTH 231903.0859, EAST 2873635.7559, and is N 56°09'48" E and 1,290.33 feet, from the Runway 24 End Point of the Biddeford Municipal Airport. The said Runway 24 End Point of the Biddeford Municipal Airport is at a coordinate of NORTH 231184.595, EAST 2872563.972. The 2017 magnetic Meridian determined by hand compass was found to be 15°30'±, West of GRID NORTH.

The airspace conveyed by this Avigation Easement is all of that airspace located above the Avigation Easement Area on and above an imaginary plane that is described as follows:

The Airspace above said Avigation Easement (hereinafter called the Approach Surface), is the same imaginary surface as described in the Title 14 CFR Part 77- Safe, Efficient Use, and Preservation of the Navigable Airspace. The starting point of the Approach Surface begins on the Runway 6-24 centerline (said Runway 6-24 centerline is defined as the line between the Runway 6 End Point at a Latitude of 43°27'39.59" N, and a Longitude of 70°28'33.91" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 228919.763, EAST 2870597.633, and an elevation of 146.5 feet above Mean Sea Level, and the Runway 24 Endpoint at a Latitude of 43°28'02.03" N, and a Longitude of 70°28'07.36" W, which is at a State Plane Maine West (Zone 1802) coordinate of NORTH 231184.595, EAST 2872563.972, and an elevation of 154.8 feet above Mean Sea Level, as listed on Sheet 2 of 8 of the "Airport Master Plan Update, Biddeford Municipal Airport," dated February 2005, by Dufresne-Henry), at a point 200 feet northeasterly from the said Runway 24 Endpoint. The approach surface is 500 feet in width at its starting point, with an additional 50-foot buffer zone on either side. The Approach Surface then rises upward and outward from its starting point in the northeasterly direction at a rate of 1-foot vertical for each 20 feet horizontal, widening uniformly to 1,500 feet (on a horizontal plane) in width, with an additional 50-foot buffer zone on either side of the Approach Surface, at a point 5,000 feet (on a horizontal plane) from said starting point.

Said Avigation Easement shall be appurtenant to and for the benefit of the real property known as Biddeford Municipal Airport, including any additions thereto wherever located, hereinafter made by the Grantee or its successors and assigns, guests, and invitees, including any and all persons, firms or corporations operating aircraft to and from the Biddeford Municipal Airport.

This Avigation Easement is granted together with all things which may be alleged to be incident to or resulting from the use and enjoyment of said Avigation Easement, including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Grantor's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft

landing at, or taking off from, or operation at or on said Biddeford Municipal Airport; and Grantor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Biddeford Municipal Airport. However, Grantor reserves any right or cause of action which it may now have or which it may have in the future against Grantee, its successors and assigns resulting from the overburdening of this Avigation Easement or an aircraft accident on Grantor's Property.

As used herein, the term "aircraft" shall mean any and all types of aircraft, whether in existence or hereafter manufactured and developed, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.

This Avigation Easement hereby grants to the Grantee the continuing right and duty to prevent the erection or growth upon Grantor's Property of any building, structure, tree, brush, shrub, or other natural or man-made objects, penetrating or extending into the airspace at or above the aforesaid Imaginary Plane, or, in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such buildings, structures, tree, brush, shrub, or other natural or man-made objects now upon, or which in the future may be upon Grantor's Property, together with the right of ingress to, egress from, and passage over Grantor's Property for the above purpose.

To have and to hold said Avigation Easement, and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Biddeford Municipal Airport shall be abandoned and shall cease to be used for public airport purposes.

And for the consideration hereinabove set forth, the Grantor, for itself, its heirs, administrators, executors, successors, and assigns, does hereby covenant with the Grantee that it is lawfully seized in fee of the Grantor's Property; that it is free of encumbrances (except as disclosed to Grantee); that it has good right to sell and convey such Avigation Easement to the said Grantee as aforesaid, that it and its heirs and assigns shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons. Grantor further covenants that it will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's Property any building, structure, tree, bush, shrub, or other object contrary to the provisions of this Avigation Easement as set forth above, and that it shall not hereafter use or permit or suffer the use of Grantor's Property in such a manner as to create electrical interference with radio or other communication between any installation upon said Airport and aircraft, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing,

taking off, or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal this _____ day of the month of _____, 20____.

Robert D. Dee, Jr.

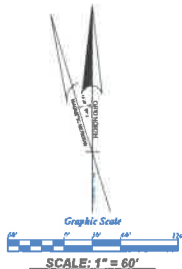
STATE OF MAINE

_____ County

On this ____ day of _____, 201__ , before me, the undersigned notary public, personally appeared Robert D. Dee, Jr. proved to me through satisfactory evidence of identification, consisting of a Maine Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily.

Notary Public

My commission expires:



REPORT NOTES:

- [illegible]



Author's Name		Information				Information			
Author's Name	Article Title	Year	Journal Name	Volume	Issue	Page No.	Page No.	Page No.	Page No.
1	John Doe	2015	Journal of Management	42	3	235-250	235	240	245
2	Jane Smith	2016	Journal of Marketing	43	2	120-135	120	125	130
3	Michael Brown	2017	Journal of Finance	44	1	50-65	50	55	60
4	Sarah White	2018	Journal of Economics	45	4	300-315	300	305	310
5	David Green	2019	Journal of Law	46	3	180-195	180	185	190
6	Emily Black	2020	Journal of History	47	2	90-105	90	95	100
7	Robert Grey	2021	Journal of Science	48	1	10-25	10	15	20
8	Laura Pink	2022	Journal of Arts	49	3	210-225	210	215	220
9	James Blue	2023	Journal of Education	50	2	110-125	110	115	120
10	Olivia Yellow	2024	Journal of Health	51	1	30-45	30	35	40
11	Benjamin Purple	2025	Journal of Environment	52	4	250-265	250	255	260
12	Mia Silver	2026	Journal of Technology	53	3	140-155	140	145	150
13	Ethan Gold	2027	Journal of Space	54	2	70-85	70	75	80
14	Ava Bronze	2028	Journal of Time	55	1	10-25	10	15	20
15	Noah Copper	2029	Journal of Energy	56	4	200-215	200	205	210
16	Isabella Iron	2030	Journal of Water	57	3	130-145	130	135	140
17	Liam Steel	2031	Journal of Air	58	2	60-75	60	65	70
18	Sophia Tin	2032	Journal of Soil	59	1	10-25	10	15	20
19	Lucas Lead	2033	Journal of Ocean	60	4	230-245	230	235	240
20	Mia Zinc	2034	Journal of Forest	61	3	120-135	120	125	130
21	Ethan Nickel	2035	Journal of Mountain	62	2	50-65	50	55	60
22	Ava Cobalt	2036	Journal of Desert	63	1	10-25	10	15	20
23	Noah Manganese	2037	Journal of Tundra	64	4	220-235	220	225	230
24	Isabella Cadmium	2038	Journal of Rainforest	65	3	110-125	110	115	120
25	Liam Barium	2039	Journal of Wetland	66	2	50-65	50	55	60
26	Sophia Strontium	2040	Journal of Desert	67	1	10-25	10	15	20
27	Lucas Bismuth	2041	Journal of Mountain	68	4	210-225	210	215	220
28	Mia Molybdenum	2042	Journal of Rainforest	69	3	100-115	100	105	110
29	Ethan Vanadium	2043	Journal of Wetland	70	2	40-55	40	45	50
30	Ava Chromium	2044	Journal of Desert	71	1	10-25	10	15	20
31	Noah Manganese	2045	Journal of Mountain	72	4	200-215	200	205	210
32	Isabella Cadmium	2046	Journal of Rainforest	73	3	90-105	90	95	100
33	Liam Barium	2047	Journal of Wetland	74	2	40-55	40	45	50
34	Sophia Strontium	2048	Journal of Desert	75	1	10-25	10	15	20
35	Lucas Bismuth	2049	Journal of Mountain	76	4	200-215	200	205	210
36	Mia Molybdenum	2050	Journal of Rainforest	77	3	90-105	90	95	100
37	Ethan Vanadium	2051	Journal of Wetland	78	2	40-55	40	45	50
38	Ava Chromium	2052	Journal of Desert	79	1	10-25	10	15	20
39	Noah Manganese	2053	Journal of Mountain	80	4	200-215	200	205	210
40	Isabella Cadmium	2054	Journal of Rainforest	81	3	90-105	90	95	100
41	Liam Barium	2055	Journal of Wetland	82	2	40-55	40	45	50
42	Sophia Strontium	2056	Journal of Desert	83	1	10-25	10	15	20
43	Lucas Bismuth	2057	Journal of Mountain	84	4	200-215	200	205	210
44	Mia Molybdenum	2058	Journal of Rainforest	85	3	90-105	90	95	100
45	Ethan Vanadium	2059	Journal of Wetland	86	2	40-55	40	45	50
46	Ava Chromium	2060	Journal of Desert	87	1	10-25	10	15	20
47	Noah Manganese	2061	Journal of Mountain	88	4	200-215	200	205	210
48	Isabella Cadmium	2062	Journal of Rainforest	89	3	90-105	90	95	100
49	Liam Barium	2063	Journal of Wetland	90	2	40-55	40	45	50
50	Sophia Strontium	2064	Journal of Desert	91	1	10-25	10	15	20
51	Lucas Bismuth	2065	Journal of Mountain	92	4	200-215	200	205	210
52	Mia Molybdenum	2066	Journal of Rainforest	93	3	90-105	90	95	100
53	Ethan Vanadium	2067	Journal of Wetland	94	2	40-55	40	45	50
54	Ava Chromium	2068	Journal of Desert	95	1	10-25	10	15	20
55	Noah Manganese	2069	Journal of Mountain	96	4	200-215	200	205	210
56	Isabella Cadmium	2070	Journal of Rainforest	97	3	90-105	90	95	100
57	Liam Barium	2071	Journal of Wetland	98	2	40-55	40	45	50
58	Sophia Strontium	2072	Journal of Desert	99	1	10-25	10	15	20
59	Lucas Bismuth	2073	Journal of Mountain	100	4	200-215	200	205	210
60	Mia Molybdenum	2074	Journal of Rainforest	101	3	90-105	90	95	100
61	Ethan Vanadium	2075	Journal of Wetland	102	2	40-55	40	45	50
62	Ava Chromium	2076	Journal of Desert	103	1	10-25	10	15	20
63	Noah Manganese	2077	Journal of Mountain	104	4	200-215	200	205	210
64	Isabella Cadmium	2078	Journal of Rainforest	105	3	90-105	90	95	100
65	Liam Barium	2079	Journal of Wetland	106	2	40-55	40	45	50
66	Sophia Strontium	2080	Journal of Desert	107	1	10-25	10	15	20
67	Lucas Bismuth	2081	Journal of Mountain	108	4	200-215	200	205	210
68	Mia Molybdenum	2082	Journal of Rainforest	109	3	90-105	90	95	100
69	Ethan Vanadium	2083	Journal of Wetland	110	2	40-55	40	45	50
70	Ava Chromium	2084	Journal of Desert	111	1	10-25	10	15	20
71	Noah Manganese	2085	Journal of Mountain	112	4	200-215	200	205	210
72	Isabella Cadmium	2086	Journal of Rainforest	113	3	90-105	90	95	100
73	Liam Barium	2087	Journal of Wetland	114	2	40-55	40	45	50
74	Sophia Strontium	2088	Journal of Desert	115	1	10-25	10	15	20
75	Lucas Bismuth	2089	Journal of Mountain	116	4	200-215	200	205	210
76	Mia Molybdenum	2090	Journal of Rainforest	117	3	90-105	90	95	100
77	Ethan Vanadium	2091	Journal of Wetland	118	2	40-55	40	45	50
78	Ava Chromium	2092	Journal of Desert	119	1	10-25	10	15	20
79	Noah Manganese	2093	Journal of Mountain	120	4	200-215	200	205	210
80	Isabella Cadmium	2094	Journal of Rainforest	121	3	90-105	90	95	100
81	Liam Barium	2095	Journal of Wetland	122	2	40-55	40	45	50
82	Sophia Strontium	2096	Journal of Desert	123	1	10-25	10	15	20
83	Lucas Bismuth	2097	Journal of Mountain	124	4	200-215	200	205	210
84	Mia Molybdenum	2098	Journal of Rainforest	125	3	90-105	90	95	100
85	Ethan Vanadium	2099	Journal of Wetland	126	2	40-55	40	45	50
86	Ava Chromium	2100	Journal of Desert	127	1	10-25	10	15	20
87	Noah Manganese	2101	Journal of Mountain	128	4	200-215	200	205	210
88	Isabella Cadmium	2102	Journal of Rainforest	129	3	90-105	90	95	100
89	Liam Barium	2103	Journal of Wetland	130	2	40-55	40	45	50
90	Sophia Strontium	2104	Journal of Desert	131	1	10-25	10	15	20
91	Lucas Bismuth	2105	Journal of Mountain	132	4	200-215	200	205	210
92	Mia Molybdenum	2106	Journal of Rainforest	133	3	90-105	90	95	100
93	Ethan Vanadium	2107	Journal of Wetland	134	2	40-55	40	45	50
94	Ava Chromium	2108	Journal of Desert	135	1	10-25	10	15	20
95	Noah Manganese	2109	Journal of Mountain	136	4	200-215	200	205	210
96	Isabella Cadmium	2110	Journal of Rainforest	137	3	90-105	90	95	100
97	Liam Barium	2111	Journal of Wetland	138	2	40-55	40	45	50
98	Sophia Strontium	2112	Journal of Desert	139	1	10-25	10	15	20
99	Lucas Bismuth	2113	Journal of Mountain	140	4	200-215	200	205	210
100	Mia Molybdenum	2114	Journal of Rainforest	141	3	90-105	90	95	100

(mailing address: 88 Landry St., Biddeford, ME 04005)

AVIGATION EASEMENTS

PREPARED FOR

Gale Associates, Inc.
(mailing address: 16 Constitution Dr., Bedford, NH 03110)

IN THE
CITY OF BIDDEFORD, COUNTY OF YORK,
STATE OF MAINE

BY
MAINE BOUNDARY CONSULTANTS

Professional Land Surveyor

ROBERT A. YARUMIAN II, PLS
OPERATION CENTER, 8 RIVER ROAD, SUITE 112, P.O.

BUXTON, MAINE 04093-0067

Scale 1" = 60' 201-727-5399 July 26, 2017

2417000

THIS MAP CONFORMS TO THE MAINE BOARD OF LICENSURE
FOR PROFESSIONAL LAND SURVEYORS, RULES, OF APRIL 2001,
CHAPTER 90, "STANDARDS OF PRACTICE."

ROBERT A. VADIMIANI II DE 130

ROBERT A. TAYLOR, FEB 1960

YORK, IN REGISTRY OF DEEDS

Received _____

Filed in Plan Book _____ page _____

ATTEST:

Register

LAW OFFICES OF DAVID A. LOURIE
189 Spurwink Avenue
Cape Elizabeth ME 04107
david@lourielaw.com
(207) 799-4922 * Cell (207) 749-3642 * fax (207) 221-1688

November 2, 2017

Matt Caron
Project Manager
Gale Associates, Inc.
15 Constitution Drive
Bedford, NH 03110

Re: Biddeford Airport Avigation Easement – Property of Robert D. Dee, Jr.

Dear Mr. Caron:

I am writing on behalf of Robert D. Dee in response to the Biddeford Airport's offer to purchase an avigation easement over his home. As I told you in our recent phone conversation, Mr. Dee is not in agreement with the offer of \$25,000, and would prefer that you take the whole property, rather than an avigation easement which will destroy his wind break, subject him to additional noise and risk, and waive his future rights to seek recourse should the airport use become intolerable. Mr. Dee has no desire to continue to live there under these conditions.

Turning to the dollar offer made, Mr. Dee and I believe that it is inadequate to compensate him for the severance damage to his property. Mr. Dee is aware that the City has the power to take his property or the avigation easement by eminent domain, and he is willing to sell the entire property voluntarily for its fair market value. (He will be pleased to negotiate a purchase and sale agreement setting out a process for determining the value in accordance with the Uniform Act requirements.) However, any taking of an avigation easement will be

contentious and problematic given the difficulty, or impossibility of establishing severance damages to a reasonable certainty. The only fair way to proceed with this property acquisition is for the Airport to acquire the entire property for fair market value, and resell it subject to the avigation easement. What the market would pay *before the avigation easement*, and what the market would pay for the same property *subject to the avigation easement* is also the only fair way for the City to proceed, and probably the only way that the true amount of severance damage can be computed to a reasonable certainty.

I submit that the Municipal Officers will not be able to reasonably determine severance damages from this avigation easement to a reasonable certainty, and the remainder of the property may be determined to be subject to inverse condemnation. In litigation, the City will be required to acquire the entire property, or its taking will be invalidated.

You declined my request for a copy of the appraisal you rely upon, other than in an exchange of appraisals. I have followed up on your offer to exchange appraisals. I have talked to a Senior Residential Appraiser, and to three MAIs. None of these appraisers was willing to take on the difficult, perhaps impossible assignment of determining the severance damages resulting from a taking of the proposed avigation easement. One MAI expressed an interest in reviewing the appraisal to see how your appraiser arrived at severance damages of \$25,000.

The Uniform Standards of Appraisal Practice, as well as the Uniform Act are applicable to this federally assisted acquisition. The FAA will probably not enforce these obligations as strictly as will the Maine Courts. However, in any litigation on behalf of Mr. Dee, the Welinsky appraisal will be closely scrutinized to determine whether it is supported by adequate and competent data. I doubt many severance damage appraisals can withstand strict scrutiny of any before and after sales of comparable avigation easements.) To that end, I again request that the

Airport furnish the actual appraisal it is relying upon, together with all sales data upon which it relied for our review at this time.

Unless you are willing to provide the appraisal voluntarily, I will make a binding request for it from the Biddeford Airport Commission under the Maine Freedom of Access Law. If I am unable to obtain it prelitigation under the FOAA, I am certain that I can obtain this material in my appeal of any just compensation determination of the municipal officers.

Please advise as to whether the Airport will reconsider its position concerning acquiring Mr. Dee's entire property, and/or whether it is willing to produce the Welinsky appraisal, and the data upon which it relied if it proceeds with the taking of the avigation easement.

Sincerely,

A handwritten signature in cursive script that reads "David A. Lourie". The signature is written in dark ink and is positioned above the printed name.

David A. Lourie

Cc: Rick Laverrier, Chairman Biddeford Airport Commission
Jim Bennett City Manager
Robert D. Dee, Jr.

LAW OFFICES OF DAVID A. LOURIE
189 Spurwink Avenue
Cape Elizabeth ME 04107
(207) 799-4922
Cell (207) 749-3642 * fax (207) 221-1688
david@lourielaw.com

April 16, 2018 Via e-mail

Keith R. Jacques, Esq.
Woodman Edmands Danylik Austin Smith & Jacques P.A.
234 Main Street
P.O Box 468
Biddeford, Maine 04005-0468

Re: City of Biddeford-Proposed Taking of Avigation Easement Over Land of Robert D. Dee

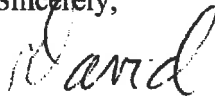
Dear Keith:

Thanks for directing the Notice of Public Hearing to me.

I plan to attend, despite the current scheduling of a South Portland hearing for 4:30 pm. on the same day. Please ask the Biddeford Council to wait for us if I am unable to reschedule South Portland, and am therefore delayed.

I am sending you the enclosed letter to the Council which states my position for the Record. Please forward it to the Council. Mr. Dee and I plan to see you there, hopefully at 6:00 pm to elaborate and answer questions.

Sincerely,



David A. Lourie

Cc: Jim Bennett
Robert Dee

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189 Spurwink Avenue
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Cell (207) 749-3642 * fax (207) 221-1688
david@lourielaw.com

April 16, 2018

To the Biddeford City Council

Re: Proposed Taking of Avigation Easement Over land of Robert D. Dee

I represent Bob Dee, who has resided for many years at 272 Granite Street Extension. In the 1980's the City told that the City it was not interested in acquiring an avigation easement over his property. Times change. The Airport has grown, and the City proposes to take an easement over 100% of Bob's home and grounds. Bob asks you to treat him fairly and lawfully.

Bob Dee would prefer to remain undisturbed in his home, next to his son's home, for his remaining years. However, he has little desire to continue to reside on a windswept property, subject to the City's broad avigation easement. He asks that the City not devalue his property, and instead buy it at fair market value, so he can move somewhere he can live in peace.

I hope you have all read the terms of the expansive easement proposed. This extends beyond the right to overfly the Dee Property. It contains and extinguishes valuable rights:

"This Avigation Easement includes all things *which may be alleged to be incident to* ...the use and enjoyment of said Avigation Easement, *including but not limited to the right to cause in all airspace above or in the vicinity of the surface of Dee's Property such noise, vibrations, fumes, dust and fuel particles, and any and all other effects that may be alleged to be incident to or caused by the operation of aircraft* landing at, or taking off from, or operation at or on said Biddeford Municipal Airport. As used herein, the term ((aircraft)) shall mean any and all types of aircraft) whether in existence or hereafter manufactured and developed, to include, but not limited to, *jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft now in existence or hereafter developed,*

regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whomsoever owned and operated.”

I already observed that “times change”. Although some of these future rights may never be exercised, the Easement prohibits Bob or his successors ever complaining about passenger planes, helicopters, and jets, even if jets someday cross directly over his home in a new run way alignment! Also not considered by the Appraiser, is right appropriated by the City to mark and light the Dee property:

[a] “continuing right and duty to prevent the erection or growth upon Dee’s Property ... *in the case of vegetation, near penetrations that reach a height that is within 10 feet of the Imaginary Plane*, and to remove penetrations and near penetrations from said airspace, or in the case of individual vegetative objects to remove in their entirety, or at the sole option of the City of Biddeford, as an alternative, to mark and light as obstructions to air navigation ...”

The Law requires recognition and valuation of what is being taken by the City regardless of what appears likely to be used in the foreseeable future.¹ Moreover, the destruction of the wind barrier and other trees will cause wind damage to Bob’s home from the wide-open airport glide path. This is also not considered in the appraisal. Bob has offered to sell his home to the City as an alternative to this taking, and the litigation it will engender.

Elements of damage include (1) market value of the land or rights taken, and (2) diminution in value of the land remaining. The appraiser did not attribute *any* value to the rights the City was acquiring, and did not properly recognize the diminution in value and other harm to

¹ Although Berdan testified at trial that he indeed considered the effect of the various rights granted to petitioner under the aviation easement and right-of-way, it is apparent from a review of both his report and his testimony that he greatly discounted the impact of the taking, finding that the subject easement and right-of-way constituted “a minor encumbrance” that only “impaired the property somewhat” and still left claimants with “a significant bundle of rights that would be desirable in the marketplace”. Such opinion, in our view, is undercut by the plain language of the easement and right-of-way in question and ignores the fact that the proper measure of damages is based upon what petitioner has a right to do, not simply whether petitioner has in fact exercised or intends to exercise all of the rights it has acquired. Wolfe v. State of New York, 22 N.Y.2d 292, 295, 292 N.Y.S.2d 635, 239 N.E.2d 517. Accord: City of San Diego v. Bressi, 184 Cal. App. 3d 112, 123, 229 Cal. Rptr. 44, 50 (Ct. App. 1986)

the property remaining. See Powell v. City of Humboldt, 166 Cal. Rptr. 3d 747, 760–61 (2014), recognizing that the scope of a comparable avigation easement took “more than height of trees.”

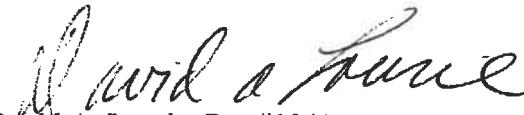
Your award of damages is subject to appeal *de novo*. In a court of law, the Welinsky appraisal is likely to be excluded altogether, as he admitted that there is no factual support for his 10% allocation, and is not a reliable indicator of severance damages. (See Appraisal page 21.) If admissible, the Court will give it little weight to an unsupported appraisal which arbitrarily *assumes* a 10% reduction in value. While the owner of property is competent to testify as to his opinion of value, an appraiser’s gut feeling as to the severance damages without data as to comparable sales to rely upon is likely to result in a far greater award. Moreover, acceptance of an arbitrary allocation of 10% in damages may not be a good enough effort on the part of the City to meet federal due process requirements² in taking a burdensome avigation easement over the entire property, creating the potential for a §1983 award of attorney’s fees.

You are being asked to rubberstamp Mr. Welinsky’s *guess* at the severance damages which must be awarded to Bob Dee. The only fair, lawful, and certain way for the City to proceed is to buy the entire property from Mr. Dee at its fair market value. The City can then resell his home on the open market, subject to an avigation easement, thereby minimizing the harm to Mr. Dee, and fulfilling your oath to support and defend the Constitution, which requires payment of just compensation. If Mr. Wellinsky is correct, that re-sale will recover most if not all of the City’s costs. If City funds are not available for the purchase at the present time, the purchase can be delayed, or Mr. Dee may accommodate the City with an installment sale.

² See, e.g. Jones v. Flowers, 547 U.S. 220, 126 S. Ct. 1708, 164 L. Ed. 2d 415 (2006) voiding tax foreclosure for failure to make sufficient effort to contact owner after being alerted that “notice” had not been delivered.

Please fully consider the City's alternatives before awarding arbitrary damages for taking the proposed avigation easement over Bob Dee's entire property. Fairness and the Constitution require the City to take the entire property, where a taking of a lesser interest over the entire property is not reasonably susceptible to the award of damages to a reasonable certainty.

Respectfully submitted.



David A. Lourie, Bar #1041



EASEMENT MAP FOR THE

Biddeford Municipal Airport

(mailing address: 88 Lantry St., Biddeford, ME 04005)

AVIGATION EASEMENTS

PREPARED FOR

Gale Associates, Inc.

(mailing address: 15 Constitution Dr, Bedford, NH 03110)

THIS MAP CONFORMS TO THE MAINE BOARD OF LICENSURE
FOR PROFESSIONAL LAND SURVEYORS, RULES, OF APRIL 2001,
CHAPTER 80, "STANDARDS OF PRACTICE."

ROBERT A. YARUMIAN II, PLS 1303	DATE
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YORK, ss REGISTRY OF DEEDS
Received _____
at _____ h _____ m
Filed in Plan Book _____ page _____

ATTEST:

Register

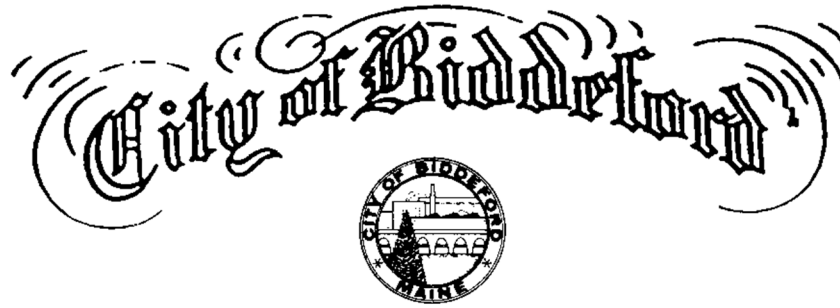
MAINE BOUNDARY CONSULTANTS

ROBERT A. YARUMIAN II, PLS
Professional Land Surveyor

WILSON CENTER, 8 RIVER ROAD, ROUTE 117, P.O. BOX 67,
BUXTON, MAINE 04993-0067
603-485-0001 707-777-5150

Scale 1" = 60'
July 26, 2017

194592102



2018.37

IN BOARD OF CITY COUNCIL...APRIL 17, 2018

BE IT ORDERED, that the City Manager be authorized to sign contracts with Trades Center, Inc (\$12,237.00), Minuteman Securities (\$6,752.29), Earl W. Noyes & Sons (\$8,100.00), and Guillemette's Flooring, LLC (\$3,284.02) as well as authorization for a construction contingency of \$7,500.00 in order to perform City Hall renovations for a not to exceed budget of \$37,873.31.

The project includes moving the facilities management office to the 1st floor, renovation of the current facilities management office, moving general assistance to the current facilities management office once the space is renovated, opening the doorway from the city clerk's office to the new general assistance office to provide municipal personnel access, installation of security locks and cameras in the new general assistance office, moving the finance office to the former general assistance office once vacated, moving the codes office to the former finance office once vacated, installation of network and phone outlets to match desk and printer/copier placements, and new carpeting for the executive suite.

NOTE: The Finance Committee will review this item at their April 17, 2018 meeting.



City of Biddeford

Facilities Management
P.O. Box 586 • 205 Main Street
Biddeford, ME 04005
Phone: (207) 284-9313

Briefing Memo

TO: Mayor Alan Casavant
Council President John McCurry and Members of the City Council

CC: James Bennett, City Manager
Cheryl Fournier, Finance Director

FROM: Phil Radding, Facilities Management

DATE: April 12, 2018

RE: Relocating Departments within City Hall, (GA, Finance, Codes, Facilities)

In response to the plan for relocating offices in order to be more efficient and free up the codes office for possible rental space, a renovation plan has been prepared. The planning involved over twelve iterations of various layouts and office moves. Due to the space and office layout limitations the final plan involves four departments – general assistance (GA), finance, codes, and facilities. The executive office is also involved but simply to replace worn flooring.

The first part of the plan involves moving the current facilities management office from the ground floor to the office immediately adjacent to the entry vestibule on the South Street side of City Hall.

Once the current facilities space is vacated, the space will be renovated to accommodate GA. This work involves repurposing an office for interview space, removing a wall to open the office area, opening the access between the clerk's office and the space to provide convenient municipal personnel access, and installation of security locks and cameras. Finishing of the space, such as painting and minor trim repair, will be performed by maintenance personnel to reduce cost. Once the space has been renovated, the general assistance office will be moved from the 1st floor to this location. See attached plan.

After the GA office is moved, the current GA office will receive minor cosmetic repairs (painting, minor trim repairs). Once the repairs are complete, the finance office will be moved from the ground floor to the 1st floor GA space. This will free up the finance space on the ground floor. The codes office will be moved from its current office on Main Street to the current space occupied by the finance department. Finally, as part of the project, the worn carpet in the executive suite will be replaced.

Maintenance staff will perform touch-up repairs to the current codes office once all of the office moves have been completed. This will ensure the office is suitable for showing as rental space.

The budget for the project is as follows:

Task	Bidder	Price	Recommendation
Renovation (Facilities/GA)			
	Trades Center, Inc	\$12,237.00	\$12,237.00
	Philip Zukatis Const.	\$14,480.00	
	Valley Construction	\$13,800.00	
Security/Cameras (GA)			
	Minuteman Security Tech	\$ 6,752.29	\$ 6,752.29
Network/Phone/Copier Drops			
	Coordinated by IT ¹	\$1,500.00	\$1,500.00
Moving Costs			
	Earle W. Noyes & Sons	\$8,100.00	\$8,100.00
Carpeting			
	Guillemette's Flooring	\$3,284.02	\$3,284.02
Contingency			
	Issues/ Maint./Touch-up ²	\$3,000.00	\$3,000.00
	Office Furniture ³	\$3,000.00	\$3,000.00
Total			\$37,873.31

¹This is a budget figure, not-to-exceed, the actual placement of desks and distance from network access points will define the cost.

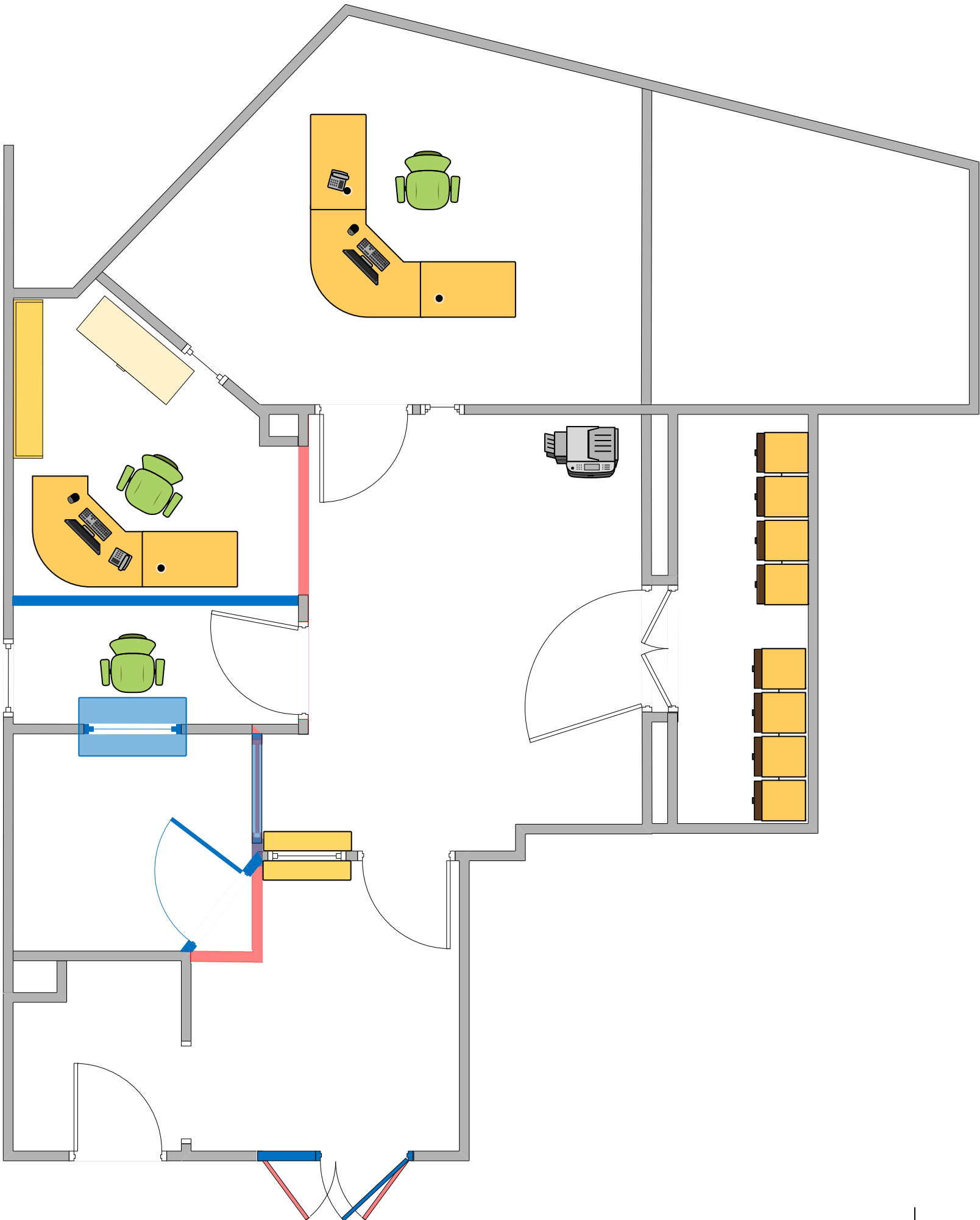
²This is a contingency for paint and finishing of new GA space as well as touch-up of finance and codes offices once vacated. Due to the age of the building, this may also be used if there are any unforeseen structural/building issues encountered during renovation.

³This is strictly a contingency should existing office desks not fit efficiently within the new spaces. Every effort will be made to reuse existing office furniture.

This project corresponds with **Goal 2018-16** of the 2018-2019 Work Plan.

The Finance Committee is scheduled to review this item at the April 17 meeting just prior to Council review.

- 1. Remove corner wall in client interview room
- 2. Create angled wall with personnel door to client interview room
- 3. Remove existing pocket door and/or sheetrock over opening
- 4. Add wall in staff office area to create staff interview room
- 5. Insert interview window between interview rooms
- 6. Remove partition wall in second half of office area or create full width opening 7'6" high
- 7. Remove double-door between G.A. and Clerk's office and install lockable personnel door
- 8. Red items to be removed
- 9. Blue items to be installed





GENERAL CONTRACTOR ■ DESIGN/BUILD ■ COMMERCIAL ■ INDUSTRIAL ■ RESIDENTIAL

Project Name: General Assistance Remodel

Date: 13 Feb, 2018

Scope of Work:

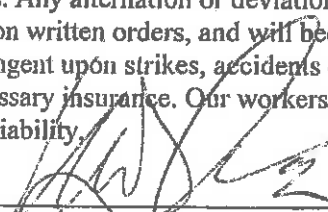
- Demolition
 - Selective demolition of walls per plan
 - Remove door cover and misc demo
- Carpentry
 - Frame office walls per plan and conversation
 - Bookcase to remain in office C
 - Match existing pass thru counter and build new P-lam counter
- Door
 - (1) 3'-0" by 6'-8" solid core birch door with wood frame
 - Lockset supplied by owner install by TCI
 - 3x3 privacy glass pass thru with alum framing similar to upstairs
- Finishes
 - Install 5/8" sheetrock to framing and touch-up per plans, ready for paint
 - Paint by owner's painter
 - Allowance carried for repair and infill of floor tile (\$600)
 - Allowance carried for ceiling repair (\$350)
- MEP
 - Allowance carried for duct work and moving thermostat (\$800)
 - Allowance carried for misc electrical (\$750)

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for: Twelve thousand Two hundred, Thirty Seven dollars (\$12,237.00)

Payment to be made as follows: Payment due upon completion.

A 1 ½% fee will be charged per month the amount is overdue and all cost of collection if not paid within 30 days will be additional to the original amount.

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry builder risk and any other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance and Liability.

Authorized Signature:  Date: 13 Feb, 2018

Note: This proposal may be withdrawn by us if not accepted with 30 days.

Acceptance of Proposal – The above prices, specs and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____ Date: _____

Philip Zukatis Construction
766 Long plains RD
Buxton Me 04093
207-229-2995

RE: General Assistance Remodel -- Biddeford City Hall

Description

Removal and building walls per plan. Install base and door trim to match. Walls to be 5/8" drywall.

Base and trim to match existing. Extend existing pass thru shelf and build new unit in consul area.

Furnish and install new wood door into consul room. Owner to supply lockset, we will install

All work to be done according to the plan.

Owner instructed allowances: Flooring repair \$600, Ceiling repair \$350, Mechanical \$800 and Electrical \$750 have been carried.

Exclusions: Painting B/O

Project cost \$14,480.00

Thanks for your consideration

Philip Zukatis

207-229-2995

pzconstruction@roadrunner.com

Valley Construction

Jacob Lanoue
Owner, DBA
207.391.2005
valleyconstructionME@outlook.com

Project: General Assistance Office Remodel

Proposal:

Plan from Owner - 1/8:1 scale showing new General Assistance Office

Work: Remodel area to be General Assistance Office

Work to include removal of existing walls, door and door barricade. Construction of new walls and installation of new door and frame as shown. Installation of owner supplied lockset is included. Baseboard and door trims to match existing. Clam shell on existing door to remain. Countertop at new pass thru to have plastic laminate. New walls to be sheetrock ready for painting by owner.

Per Owner, allowances \$950 for flooring and ceiling repair and \$1,550 for mechanical and electrical have been included in the price

Project Cost: \$13,800

Payment: 30% down, balance upon completion

Thank you,



Jacob Lanoue,

Valley Construction

Owner, DBA



Quote

No.: 7243

Date: 2/28/2018

Prepared for:
Phil Radding
Biddeford City Hall
205 Main Street
Biddeford, ME, ME 04005

Prepared by: Scott Johnson
Account No.: 689

Quote Description Health & Welfare Office Access

Quantity	Item ID	Manufacturer	Description
1	STAR-ACM8-WA	Software House	Add-on Access Control Module II (ACM II). Includes cable assembly and relay board for an additional 8 Wiegand or 8 RM readers. Each ISTAR Pro can supp
3	5000C 12/24 630	HES	HES 5000 COMPLETE - 501/ 501A FP
3	5395CG100	HID	Thin-Line II Wall Switch Weigand Prox Reader, Gray
	COMP CABLE	MST	Composite Cable For Card Access Doors
	PUSH-18/4	MST	18/4 Stranded Plenum Unshielded Wire
1	DBS-1A	Aiphone	The DBS-1A kit includes the DA-1DS door station, the DB-1MD master and PT-1211C power supply.
1	DB-1SD	Aiphone	The DB-1SD hands-free sub station features a call tone volume control with mute indicator, receive volume control, All Call button, Talk button, and O
2	PT-1211C	Aiphone	Transformer, Plug-In, 110VAC, 15VAC
1	RY-ES	Aiphone	External Signal Relay
	ME Install Labor	MST	Maine Labor
1.00	MISC-ME	MST	Miscellaneous Materials

Your Price: \$6,752.29

Total: \$6,752.29

Prices are firm until 3/30/2018

Terms: Net 30

Prepared by: Scott Johnson, sjohnson@minutemanst.com

Date: 2/28/2018

Scope Of Work - MMST will install card access on these three doors. Outside Wooden Door, Single Wooden Door By Phil's Office, Set of Double Doors going into City Hall left door will be pinned by David Wade. MMST will be installing an Aiphone system with two desk stations.

Payment Terms: [Net30]

Minuteman Security Technologies
190 Riverside Street
Portland, ME 04103

from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

Indemnification:

Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

Minuteman Security Technologies, Inc Full One Year Limited Warranty:**What is Covered:**

This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.

How Long Coverage Lasts:

This warranty runs for one year from the date your system was installed and accepted.

What is not covered:

This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.

What Minuteman Will Do:

Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.

How To Get Service:

Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.

How State Law Applies:

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Progress Payments Per AIA Form Will Be Submitted
Final Payment due upon completion of project

Accepted by: _____

Date: _____

Disclaimer

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- e) Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement

Earle W. Noyes & Sons

Commercial Division

PO Box 938 | 127 Oxford Street | Portland, ME 04104
(207) 775-5876 | (800) 341-7576 | Fax (207) 775-5715

February 1, 2018



**Your Investment In a
Trouble-Free Relocation**

Health Service's Office

Origin: 1st Floor City Hall
Destination: Lower Level
Contact: Phil Radding @ 860-817-5731

Description of Services

- ☐ Deliver packing material one week in advance of relocation
 - All packing to be performed by City staff
 - All tagging of items to be performed by City staff
- ☐ All work to occur during normal business hours in a single day
- ☐ Items to be relocated include:
 - Round table and seating
 - File cabinets
 - Copier
 - 2 private offices
 - Waiting room items
- ☐ Items to be loaded onto truck
- ☐ Area to be free and clear (post construction)
- ☐ Items to be placed per on site contact
- ☐ Estimate is based on site walk-through and general assumptions
- ☐ Pick up packing material one week after relocation
 - Unless they get shuffled into the Finance relocation
- ☐ Schedule TBD

Total Cost for These Services

\$1,650.00

Rates

\$50.00/supervisor-hour at regular time
\$58.00/supervisor-hour at overtime
\$70.00/supervisor-hour at double time
\$40.00/truck hour

\$42.00/man-hour at regular time
\$50.00/man-hour at overtime
\$65.00/man-hour at double-time
Fuel based on consumption

Project Notes

1. No recycling of any material
2. Single step to new location
3. Handicap entrance on back side

Packing Material Delivered in Advance

1 library cart
1 commercial bin
18 crates / 6 wheels
1/2 stack of gray labels
5 keyboard bags

Staffing and Equipment

3 men + gate truck
15 4-wheelers
1 computer cart
Steel plates
2 yellow boxes

Site Images to Follow



Finance Office — January 29, 2018



Earle W. Noyes & Sons

Commercial Division

PO Box 938 | 127 Oxford Street | Portland, ME 04104
(207) 775-5876 | (800) 341-7576 | Fax (207) 775-5715

February 1, 2018



Your Investment In a Trouble-Free Relocation

Code Office

Origin: Lower level
Destination: Lower level – Old Finance
Contact: Phil Radding @ 860-817-5731

Description of Services

- ☐ Deliver packing material one week in advance of relocation
 - All packing to be performed by City staff
 - All tagging of items to be performed by City staff
- ☐ All work to occur during normal business hours in a single day
- ☐ Items to be relocated include:
 - Round meeting room table / front counter
 - Dismantled and modified by Biddeford staff
 - File cabinets and loose prints
 - Meeting table
 - Panel dividers
 - Vertical file cabinets (± 18)
 - Storage cabinets
 - 8 private office desk units
- ☐ Area to be free and clear (post construction)
- ☐ Items to be placed per on site contact
- ☐ Estimate is based on site walk-through and general assumptions
- ☐ Pick up packing material one week after relocation
- ☐ Schedule TBD

Total Cost for These Services

\$3,500.00

Rates

\$50.00/supervisor-hour at regular time
\$58.00/supervisor-hour at overtime
\$70.00/supervisor-hour at double time
\$40.00/truck hour

\$42.00/man-hour at regular time
\$50.00/man-hour at overtime
\$65.00/man-hour at double-time
Fuel based on consumption

Project Notes

1. No recycling of any material
2. Single step from origin
 - Will need 2 small ramps

Think of Noyes when you think of moving.

www.noyesmoving.com



Quality Service Since 1923

Packing Material Delivered in Advance

3 library carts
2 yellow boxes
75 crates / 25 wheels
Full stack of brown labels
15 keyboard bags

Staffing and Equipment

7 men + gate truck
40 4-wheelers
2 computer carts
Steel plates
6 yellow boxes
3 panel carts
2 6' ramps
20' of plywood

Site Images to Follow



Code Office — January 29, 2018



Biddeford
Maine

Code Office — January 29, 2018



Biddeford
Maine

Code Office — January 29, 2018



Biddeford
Maine

Code Office — January 29, 2018



Biddeford
Maine

Code Office — January 29, 2018



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(207) 775-5876 | (800) 341-7576 | Fax (207) 775-5715

February 1, 2018



**Your Investment In a
Trouble-Free Relocation**

Finance Office

Origin: Lower level
Destination: 1st Floor City Hall (Old Health)
Contact: Phil Radding @ 860-817-5731

Description of Services

- ☐ Deliver packing material one week in advance of relocation
 - All packing to be performed by City staff
 - All tagging of items to be performed by City staff
- ☐ All work to occur during normal business hours in a single day
- ☐ Items to be relocated include:
 - Storage room boxes and racking
 - File cabinets / mail sorter
 - Conference table and seating
 - Vault room / safe
 - Vertical file cabinets (± 16)
 - Storage cabinets
 - Private office desk units
- ☐ Area to be free and clear (post construction)
- ☐ Items to be placed per on site contact
- ☐ Estimate is based on site walk-through and general assumptions
- ☐ Pick up packing material one week after relocation
 - Unless they get shuffled into the Code relocation
- ☐ Schedule TBD

Total Cost for These Services

\$2,950.00

Rates

\$50.00/supervisor-hour at regular time
\$58.00/supervisor-hour at overtime
\$70.00/supervisor-hour at double time
\$40.00/truck hour

\$42.00/man-hour at regular time
\$50.00/man-hour at overtime
\$65.00/man-hour at double-time
Fuel based on consumption

Project Notes

1. No recycling of any material
2. Single step from origin
3. Handicap entrance on front side

Think of Noyes when you think of moving.

www.noyesmoving.com



Quality Service Since 1923

Packing Material Delivered in Advance

3 library carts
2 yellow boxes
45 crates / 15 wheels
Full stack of orange labels
10 keyboard bags

Staffing and Equipment

7 men + gate truck
40 4-wheelers
2 computer carts
Steel plates
2 yellow boxes
2 panel carts

Site Images to Follow



Finance Office — January 29, 2018





Finance Office — January 29, 2018





Finance Office — January 29, 2018





Finance Office — January 29, 2018





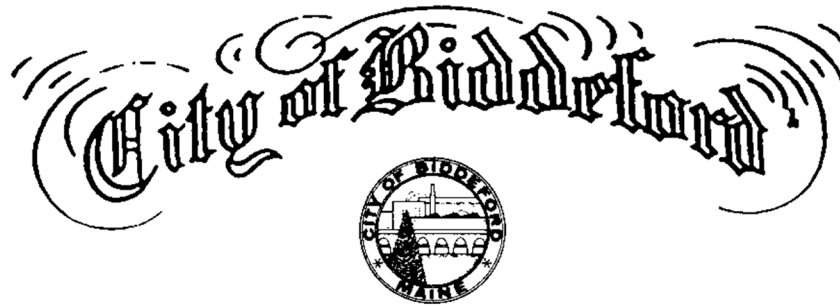
Finance Office — January 29, 2018



Biddeford
Maine

Finance Office — January 29, 2018





IN BOARD OF CITY COUNCIL...MAY 1, 2018

ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby appoint:

**Carina Walter
1 Parkview Court, #132
Ward 6**

to the *Historic Preservation Commission*, for a term to expire in December 2021.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: April 9, 2018

Name: Carina J. Walter

Street Address: 1 Parkview Ct Ste 132
Biddeford, Me 04005

Mailing Address: SAME
(if different)

Phone Number(s): (207) 602-9565

Email Address: carina.j.walter@gmail.com

Which City Committee, Board or Commission do you request to be appointed to:

- | | |
|---|--|
| ☐ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Fire Advisory Committee | ☒ • Historic Preservation Commission |
| ☐ • Biddeford Housing Authority | ☐ • Planning Board |
| ☐ • Biddeford Police Advisory Committee | ☐ • Policy Committee |
| ☐ • Board of Assessment Review | ☒ • Project Canopy Committee |
| ☐ • Cable T.V. Committee | ☐ • Recreation Commission |
| ☐ • Capital Projects Committee | ☐ • Shellfish Conservation Committee |
| ☐ • Conservation Commission | ☐ • Solid Waste Management Commission |
| ☐ • Downtown Development Commission | ☐ • Wastewater Management Commission |
| ☒ • Economic Improvement Commission | ☐ • Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

Please list any prior experience serving on any Public Boards, Commissions or Committees (and approximate dates)

Biddeford Downtown Development Commission 2010-2014
Heart of Biddeford Promotions Committee 2005-2007
New England Pet Partners - Board of Directors position 2015-present
Society of Southern Maine Craftsmen - past Vice President, currently Director of Shows
Mentor for Mercy Corps - currently
Wellness Committee and Biddeford Cares - previously.

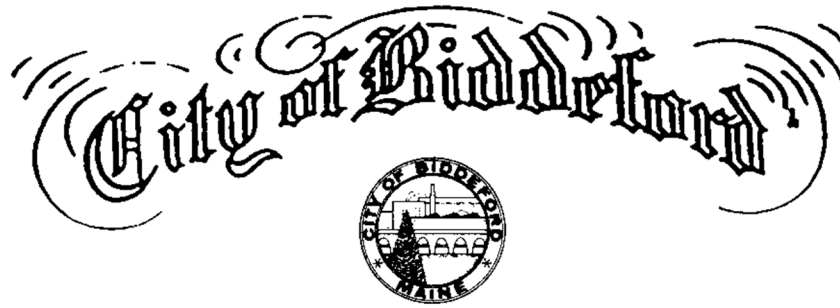
Please list any other experience that may be pertinent to the Board or Committee in which you are requesting to serve on.

Assisted in the startup of Biddeford Farmers Market
Docent at Victoria Mansion - currently
Previously Associate Broker at North Country Properties
Also helped organize the first "Chalk on the Walk" fair, and worked through HOB to do city Christmas program and some of the decorations.

Please provide a brief statement describing your interest in serving the City of Biddeford.

I love Biddeford and am proud of the changes here over the last decade. I enjoyed being on the DDC and also working with HOB, the Wellness Committee, and Biddeford Cares, and would like to do more for Biddeford.

Attach any additional information to this application and return it to the City Clerk's Office.



IN BOARD OF CITY COUNCIL...MAY 1, 2018
ORDERED, that I, Alan M. Casavant, Mayor of the City of Biddeford, do hereby
appoint:

Carina Walter
1 Parkview Court, #132
Ward 6

to the *Project Canopy Committee*, for a term to expire in December 2022.

CITY OF BIDDEFORD

Application for City Committees, Commissions and Boards

Date: April 9, 2018

Name: Carina J. Walter

Street Address: 1 Parkview Ct Ste 132
Biddeford, Me 04005

Mailing Address: SAME
(if different)

Phone Number(s): (207) 602-9565

Email Address: carina.j.walter@gmail.com

Which City Committee, Board or Commission do you request to be appointed to:

- | | |
|---|--|
| ☐ • Airport Commission | ☐ • Harbor Commission |
| ☐ • Biddeford Fire Advisory Committee | ☒ • Historic Preservation Commission |
| ☐ • Biddeford Housing Authority | ☐ • Planning Board |
| ☐ • Biddeford Police Advisory Committee | ☐ • Policy Committee |
| ☐ • Board of Assessment Review | ☒ • Project Canopy Committee |
| ☐ • Cable T.V. Committee | ☐ • Recreation Commission |
| ☐ • Capital Projects Committee | ☐ • Shellfish Conservation Committee |
| ☐ • Conservation Commission | ☐ • Solid Waste Management Commission |
| ☐ • Downtown Development Commission | ☐ • Wastewater Management Commission |
| ☒ • Economic Improvement Commission | ☐ • Zoning Board of Appeals |

CITY OF BIDDEFORD
Committee Application

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