



**City of Auburn
Ethics Committee Agenda
07/13/2017
5:30 P.M.**

5:30 P.M.

- Proposed acquisition of 23 Broad Street



City of Auburn, Maine

Office of Economic and Community Development

60 Court Street, Auburn, Maine 04210

www.auburnmaine.gov

207.333.6601

To: City of Auburn, Ethics Panel Committee

From: Doug Greene, Urban Development Specialist

Date: July 10, 2017

RE: City Acquisition of 23 Broad Street

This memo will present information for the Ethics Panel to review regarding the proposed acquisition by the City of Auburn of 23 Broad Street, which is currently owned by Timothy Veilleux and is being made in conjunction with the implementation of the New Auburn Village Center Plan.

HISTORY: New Auburn has been the focus of planning efforts for many years; the New Auburn Master Plan (2009), the New Auburn Village Center and Transportation Plan (2014) and most recently, the final design, cost estimates and construction plans for the New Auburn Village Center Plan (2016-2017). In spring of 2014, one of the final decisions made by a New Auburn Citizen Based Committee on the New Auburn Village Center and Transportation Plan was a consensus approval of a master plan (attachment 1). This conceptual master plan included the construction of new road called the Riverway that would connect Broad Street to Main Street. This plan was formally adopted as an amendment to the 2010 Comprehensive Plan by the City Council in August 2014.

In late 2015, Comprehensive Plan Implementation funding was used to hire VHB as consultant to take the concept master plan and create the project's final design, cost estimates and construction drawings that will be used to construct the New Auburn Village Center Plan. City Staff and VHB held 3 public meetings during 2016 where the concept plan was finalized and a presentation included the acquisition of 23 Broad Street as a key property to allow the Riverway Road to be constructed. (attachment 2) The Staff met with the owner of 23 Broad Street on 2 occasions to discuss the City of Auburn purchasing his property, a 2 unit residence. Mr. Veilleux was agreeable to sell the property.

The Economic and Community Development Department staff then reached out to 5 local appraisers seeking bids on appraising 23 Broad Street. Only one appraiser responded, the Appraisal Group, 466 Main St., Suite 100, Lewiston, ME, who performed an appraisal (attachment 3) which gave the property a value of \$138,000. The property had been assessed by the City of Auburn for \$147,400 for several years. The Staff asked Mr. Veilleux to give the City an offer for his property to which he responded with offer of \$158,000. (attachment 4)

The Staff met with Mr. Veilleux and came to agreement on a price of \$155,000. A Purchase and Sales agreement (attachment 5) has been signed by Mr. Veilleux and the City Manager, Peter Crichton and title search has been completed and title insurance secured.

ETHICS PANEL REVIEW: The Ethic Panel is asked to review the purchase of 23 Broad Street in conjunction with the City of Auburn's Code of Ordinance, Chapter 2 Administration, Article 3 Officers and Employees, Division 2 Ethics and Conflict of Interest. The following facts and findings are offered to help the Ethic Panel with their advisory opinion.

FACTS:

1. This is not a referral but is brought as a request for review by the Ethics Panel by the City to ensure transparency in the acquisition of 23 Broad Street and to make clear there was no financial involvement, perceived conflict of interest or participation by a city employee in the matter.
2. Timothy Veilleux is listed as the sole owner 23 Broad Street on the deed.
3. Karen Veilleux is the wife of Timothy Veilleux and employed by the City of Auburn as the Executive Administrator for the City Manager's Office.
4. Karen Veilleux was never contacted or communicated with by the City, nor did she contact or communicate with the City during any discussions related to the acquisition of 23 Broad Street.
5. Karen Veilleux's work as Executive Administrator for the Auburn City Manager's Office did not involve any part of the acquisition of 23 Broad Street or the New Auburn Village Center Plan.
6. The City's interest in acquiring 23 Broad Street is based on a community driven plan dating back close to 4 years ago.

FINDINGS:

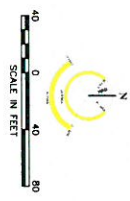
1. While Karen Veilleux has a personal relationship as wife of Timothy Veilleux, she had no participation or financial involvement in the acquisition of 23 Broad Street by the City of Auburn.
2. Karen Veilleux did nothing to warrant an actual or perceived conflict of interest in the acquisition of 23 Broad Street by the City of Auburn.
3. Karen Veilleux met the standard of conduct of Section 2-112 "Conflict of Interest Generally" by refraining from participation in a matter.
Sec. 2-112. - Conflicts of interest generally.
(a) Standard of conduct. A public official shall refrain from participation in a matter when there exist an actual, potential or reasonably perceived conflict of interest arising from a personal relationship or a financial involvement that would cause a reasonable person to believe that the public official cannot act in his official capacity without self-interest or bias.
4. Karen Veilleux met the standard of Sec. 2-113 "Conduct relative to municipal contracts" by not soliciting or accepting anything of monetary value.
Sec. 2-113. - Conduct relative to municipal contracts.
No municipal officer, employee or agent shall solicit or accept any gratuity or favor or anything of monetary value from any contractor or potential contractor with the city relative to the procurement of any supplies, equipment, construction or other services with municipal, state or federal grant funds. In addition to any other penalties which may be provided by law, any municipal officer, employee or agent who violates this section shall be subject to appropriate disciplinary action, including, in the case of an officer, removal from office; in the case of an employee, suspension or discharge from employment; and in the case of an agent, termination of such agency.
5. In the advisory opinion of the Ethics Panel, there is no actual or reasonably perceived potential conflict of interest by mere fact of Karen's position.

Attachment 1

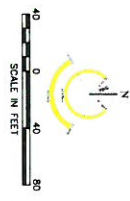
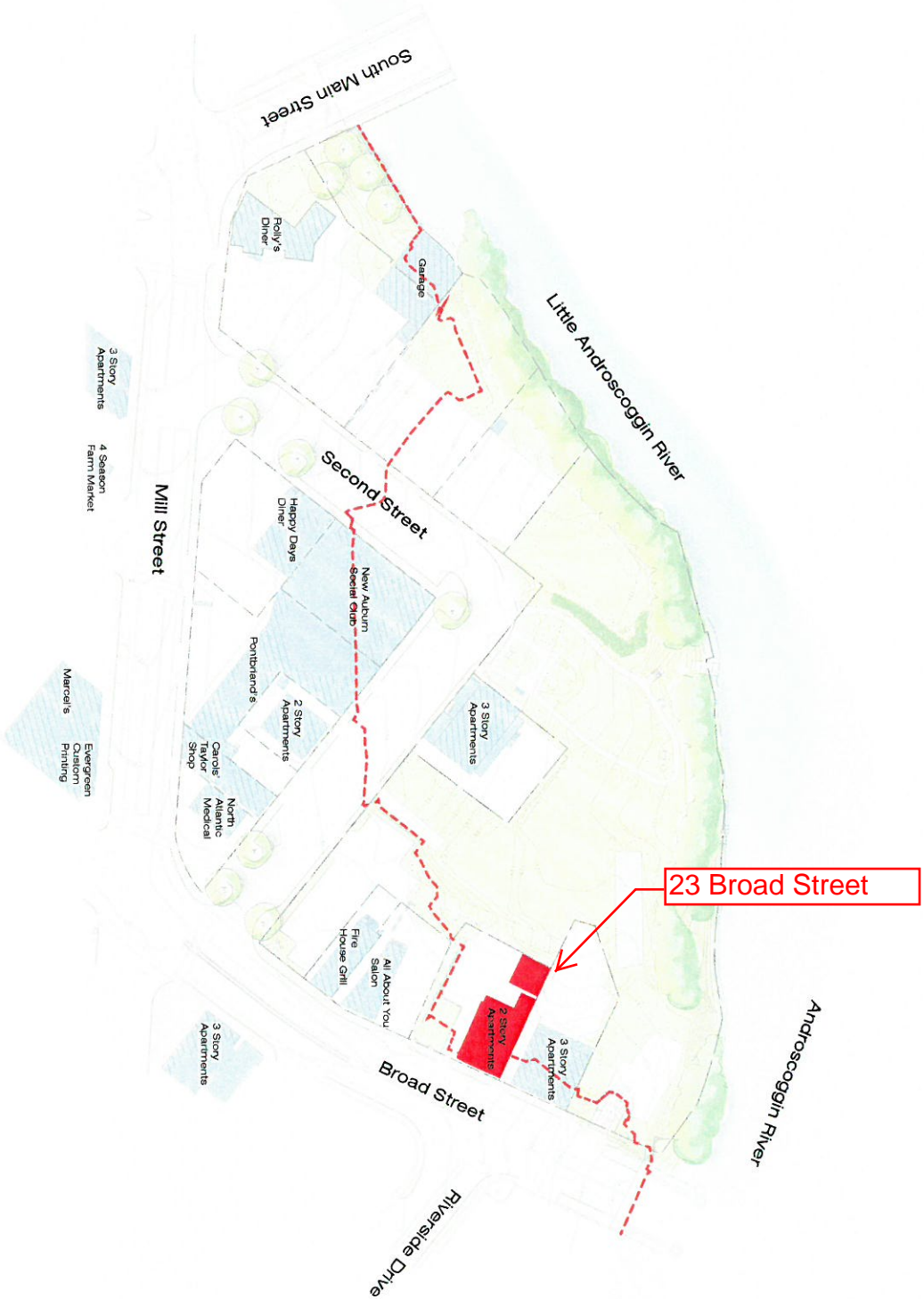


Figure 2: 2014 New Auburn Village Center Master Plan

Attachment 2



Phase 1
Establish Broad St. Access - Acquisitions & Removals
 New Auburn Village Center
Phasing Strategy
 5.19.2016



Attachment 3



APPRAISAL OF REAL PROPERTY

LOCATED AT:

23 Broad St
Book: 8004 Page: 149
Auburn, ME 04210

FOR:

City of Auburn
60 Court Street
Auburn, ME 04210

AS OF:

04/17/2017

BY:

David Beaudin
AP000000002447
The Appraisal Group Inc
466 Main Street, Suite 100
Lewiston, Maine 04240
www.appraisalgroupauburn.com

Borrower	City of Auburn	File No.	A172F551DB
Property Address	23 Broad St		
City	Auburn	County	Androscoggin
Lender/Client	City of Auburn	State	ME
		Zip Code	04210

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The Appraisal Group Inc

466 Main St, Ste 100, Lewiston ME 04240

Phone (207) 333-3311

Fax (207) 333-6311

Date of Inspection: 04/17/2017

Attention: City Of Auburn

Dear City Of Auburn,

Pursuant to your request, I have personally inspected and appraised the real property at:

Property Address: 23 Broad St, Auburn, ME 04210

The purpose of this appraisal is to estimate the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the estimated market value of the property as of the above date of inspection is :

**One Hundred Thirty Eight Thousand Dollars
(\$138,000)**

The attached report contains the description, analysis and supportive data for the conclusions, final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully Submitted,
David R Beaudin
AP00000002447

2-4 UNIT RESIDENTIAL APPRAISAL REPORT

SUBJECT	Property Address: 23 Broad St		City: Auburn		State: ME		Zip Code: 04210			
	County: Androscoggin		Legal Description: Book: 8004		Page: 149					
	Assessor's Parcel #: 221-107 (221107000)		Tax Year: 2017		R.E. Taxes: \$ 3,294		Special Assessments: \$ 0			
ASSIGNMENT	Current Owner of Record: Tim Veilleux		Borrower (if applicable): City of Auburn							
	Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant		Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Other (describe)		HOA: \$ 0		<input type="checkbox"/> per yr. <input type="checkbox"/> per mo.			
	Market Area Name: New Auburn		Map Reference: See Attached		Census Tract: 0105.00					
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)									
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective									
	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)									
SITE DESCRIPTION	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)									
	Intended Use: To determine fair market value of 23 Broad St, Auburn, ME 04210									
	Intended User(s) (by name or type): City Of Auburn									
Client: City of Auburn		Address: 60 Court Street, Auburn, ME 04210								
Appraiser: David Beaudin		Address: 466 Main St Ste 100, Lewiston, ME 04240-6748								
GENERAL DESCRIPTION	Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant Occupancy		2 - 4 Unit Housing		Present Land Use		Change in Land Use	
	Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		<input type="checkbox"/> Owner		PRICE AGE		One-Unit 55 %		<input checked="" type="checkbox"/> Not Likely	
	Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		<input checked="" type="checkbox"/> Tenant		\$ (000) (yrs)		2-4 Unit 25 %		<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *	
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		<input type="checkbox"/> Vacant (0-5%)		13 Low 0		Multi-Unit 5 %		* To: _____		
Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		<input checked="" type="checkbox"/> Vacant (>5%)		203 High 220		Comm'l 5 %				
Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.				121 Pred 75		Vacant 10 %				
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends):								The subject neighborhood is bounded by		
(Lake Auburn) 1 mile north; (Androscoggin River) 1/2 mile east; (Rt 121) 2 miles south; and (Park Ave) 1 1/2 mile west. The subject is										
situated off a paved road made up of a mix of SFR's, multi-family home and some Commercial property mixed in that are varying in age,										
appeal, design, size, and values. No adverse factors affecting marketability were noted. Major employment in Auburn is located										
approximately a few minutes in any direction. Basic shopping and services are within the same proximity. There is also major employment										
located in Lewiston +/- 1.5 miles easterly. The subject market area is currently stable and typical marketing time is running 3-6 months.										
Demand/ Supply appears to be in balance. Financing is readily available at competitive interest rates. Loan discounts, interest buy-downs do										
not appear to be affecting the market.										
Dimensions: See attached tax map		Site Area: 0.18								
Zoning Classification: T5-1 Down town traditional center		Description:								
Zoning Compliance: <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning										
Are CC&Rs applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown		Have the documents been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No		Ground Rent (if applicable) \$ _____ / _____						
Comments:										
Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)										
Actual Use as of Effective Date: Multi Unit		Use as appraised in this report: Multi Unit								
Summary of Highest & Best Use: The highest and best use of the subject property "as vacant" and "as improved" is that of the subject's present use as a Multi-family residential dwelling.										
UTILITIES	Public Other Provider/Description		Off-site Improvements Type Public Private		Frontage		Please See Attached Map			
	Electricity <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Street Asphalt <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private		Topography		Typical			
	Gas <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Width Please See Attached Map		Size		0.18 ac			
Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Surface Please See Attached Map		Shape		Rectangular				
Sanitary Sewer <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Curb/Gutter Yes/Yes <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private		Drainage		Appears adequate				
Storm Sewer <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Sidewalk Yes <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private		View		Neighborhood/Commercial				
Telephone <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Street Lights Yes <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private								
Multimedia <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Alley None <input type="checkbox"/> Public <input type="checkbox"/> Private								
Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)										
FEMA Spec'l Flood Hazard Area: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FEMA Flood Zone: AE		FEMA Map #: 23001C0328E		FEMA Map Date: 07/08/2013				
Site Comments: No adverse easements or encroachments were noted.										
General Description		Exterior Description		Foundation		Basement <input type="checkbox"/> None		Heating		
# of Units 2 <input type="checkbox"/> Accessory Unit		Foundation Strn/Brk/Mrtr		Slab None		Area Sq. Ft. 1,421		Type FHW		
# Stories 2.00 # Bldgs. 1		Exterior Walls Vinyl Siding		Crawl Space None		% Finished 0		Fuel Gas		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>		Roof Surface Flat		Basement Full		Ceiling None		Cooling		
Design (Style) Two Unit		Gutters & Dwnspts. None		Sump Pump <input type="checkbox"/> None		Walls None		Central		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.		Window Type Double Hung		Dampness <input type="checkbox"/> None		Floor None		Other None		
Actual Age (Yrs.) 84		Storm/Screens Thermopane		Settlement None		Outside Entry Interior				
Effective Age (Yrs.) 15				Infestation None Noted						
Interior Description		Appliances # Attic <input type="checkbox"/> None		Amenities		Car Storage <input type="checkbox"/> None				
Floors Wdf/TIAvg-Gd		Refrigerator 2P Stairs <input type="checkbox"/>		Fireplace(s) # 0 Woodstove(s) # 0		Garage # of cars (2 Tot.)				
Walls Drywall/Average		Range/Oven 2P Drop Stair <input type="checkbox"/>		Patio None		Attach. _____				
Trim/Finish Wood/Paint/Avg.		Disposal _____ Scuttle <input checked="" type="checkbox"/>		Deck Deck		Detach. x 2 det				
Bath Floor Tile/Average		Dishwasher _____ Doorway <input checked="" type="checkbox"/>		Porch 4 Open porch		Blt.-In _____				
Bath Wainscot Fiberglass/Average		Fan/Hood _____ Floor <input type="checkbox"/>		Fence None		Carport _____				
Doors Molded/Avg-Gd		Microwave _____ Heated <input type="checkbox"/>		Pool None		Driveway 2 Open				
		Washer/Dryer _____ Finished <input type="checkbox"/>				Surface Asphalt				
Unit # 1 contains: 6 Rooms; 3 Bedrooms; 1.0 Bath(s); 1,415 Sq.Ft. GLA Above Grade						The Total Gross Building Area for the Subject Property is: 2,830 Sq.Ft.				
Unit # 2 contains: 6 Rooms; 3 Bedrooms; 1.0 Bath(s); 1,415 Sq.Ft. GLA Above Grade										
Unit # 3 contains: Rooms; Bedrooms; Bath(s); Sq.Ft. GLA Above Grade										
Unit # 4 contains: Rooms; Bedrooms; Bath(s); Sq.Ft. GLA Above Grade										

2-4 UNIT RESIDENTIAL APPRAISAL REPORT

A172F551DB
File No.: A172F551DB

IMPROVEMENTS (cont.)
Additional features: Includes a two car detached garage, 4 open porch, deck, natural gas heat, full foundation and the home is located on 0.18 ac.
Describe the condition of the property (including physical, functional and external obsolescence): The subject was renovated in 2010. Needed repairs, on the day of inspection there was a few items noted in need of repair. I noted that a section of siding on the garage is rotted, the open porch has loose paint and there is a broken window and door frame in the garage. Please see photos below. Physical Depreciation was determined as typical wear and tear with age and was factored into the estimation of Effective Age. The town card states that the home was built in 1933 and the homes operating systems (water, power and heat) were observed on the day of inspection.

The following properties are representative current, similar, and proximate rental properties comparable to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL # 1		COMPARABLE RENTAL # 2		COMPARABLE RENTAL # 3	
Address	23 Broad St Auburn, ME 04210	609 Court st Auburn, ME 04210		155 Summer Street Auburn, ME 04210		126 Riverside Dr Auburn, ME 04210	
Proximity to Subject		1.31 miles W		1.30 miles NW		0.32 miles SE	
Current Monthly Rent	\$ 1,600	\$ 1,700		\$ 1,600		\$ 1,600	
Less: Utilities	-\$ 0	-\$ 0		-\$ 0		-\$ 0	
Furnishings	-\$ 0	-\$ 0		-\$ 0		-\$ 0	
Plus: Rent Concess.	+\$ 0	+\$ 0		+\$ 0		+\$ 0	
Adj. Monthly Rent	\$ 1,600	\$ 1,700		\$ 1,600		\$ 1,600	
Adj. Mo. Rent / GLA	\$/sq.ft.	\$/sq.ft.		\$/sq.ft.		\$/sq.ft.	
Data Source(s)	MREIS/Assr/Owner	MREIS# 1284310, Inspected		MREIS# 1280404		MREIS# 1218321	
RENT ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust	DESCRIPTION	+/- \$ Adjust
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lease Date	TAW	TAW		TAW		TAW	
Location	Urbn/Busy Rd/Cmrl	Urban/Busy Rd		Urban	-25	Urban/Busy Rd	
Design (Style)	Two Unit	Two Unit		Two Unit		Two Unit	
Age	84	147	0	139	0	82	0
Condition	Average-Good	Average-Good		Average-Good		Average-Good	
Total GBA	2,830 sq.ft.	2,244 sq.ft.	0	1,978 sq.ft.	+85	2,580 sq.ft.	0
Total # of Units	2	2		2		2	
Total GLA	sq.ft.	sq.ft.		sq.ft.		sq.ft.	
Unit Breakdown	Tot. Bed. Baths GLA	Tot. Bed. Baths GLA		Tot. Bed. Baths GLA		Tot. Bed. Baths GLA	
Unit # 1	6 3 1.0 1,415	5 3 1.0 1,052		4 2 1.0 778	+15	5 2 1.0 1,290	+15
Unit # 2	6 3 1.0 1,415	6 2 1.0 1,052	+15	7 4 1.0 1,200	-15	5 2 1.0 1,290	+15
Unit # 3							
Unit # 4							
Amenities	Dk,4 Op	Op	+40	Dk,Ep	+30	3 Op,Sp	+10
Vehicle Storage	2 Car Det	2 Car Att Brn	0	2 Det,1 Att	-25	Off street	+50
Net Rental Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 55	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 65	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 90
Indicated Monthly Market Rent		\$ 1,755		\$ 1,665		\$ 1,690	

Analysis of rental data: Apartments are typically rented as tenants-at-will due to the active rental market and the shortage of apartments which drives rents upwards and is easily assessed to a new tenant based upon the current market at the time.

Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Unit #	Leases		Actual Rents			Opinion of Market Rent		
	Lease Dates		Per Unit		Total Rents	Per Unit		Total Rents
	Begin Date	End Date	Unfurnished	Furnished		Unfurnished	Furnished	
1	800		\$ 800	\$	\$ 800	\$ 850	\$	\$ 850
2	800		\$ 800	\$	\$ 800	\$ 825	\$	\$ 825
3			\$	\$	\$	\$	\$	\$
4			\$	\$	\$	\$	\$	\$
Comments on lease data			Total Actual Monthly Rent		\$ 1,600	Total Gross Monthly Rent		\$ 1,675
MREIS Listings and sales.			Other Monthly Income (itemize)		\$ 0	Other Monthly Income (itemize)		\$ 0
			Total Actual Monthly Income		\$ 1,600	Total Estimated Monthly Income		\$ 1,675
Utilities included in estimated rents <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Trash collection <input type="checkbox"/> Multimedia <input type="checkbox"/> Telephone <input type="checkbox"/> Other								
Comments on actual or estimated rents and other monthly income (including personal property) The comparable rentals above well support the subject's estimated rents. Rentals 1-3 were utilized to show support for the subject's 2&3 bedroom units.								

INCOME APPROACH TO VALUE The Income Approach was not developed for this appraisal.

Gross Rent Multiplier Analysis:

Address	Date	Sale Price	Gross Rent	GRM	Comments
Opinion of Monthly Market Rent \$ 1,675 X Gross Rent Multiplier N/A = \$ Indicated Value by Income Approach					
Summary of Income Approach (including support for market rent and GRM): N/A					



2-4 UNIT RESIDENTIAL APPRAISAL REPORT

A172F551DB
File No.: A172F551DB

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s):	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>A 3 year transfer history revealed no transfers for the subject property. No sales were found for the comparables in the past 12 months.</u>
	Date: None in 3 years	
	Price: N/A	
	Source(s): Assessor	
2nd Prior Subject Sale/Transfer		
Date:		
Price:		
Source(s):		


SALES COMPARISON APPROACH TO VALUE (if developed) <input type="checkbox"/> The Sales Comparison Approach was not developed for this appraisal.																																		
FEATURE		SUBJECT			COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3																							
Address		23 Broad St Auburn, ME 04210			1857 Hotel Rd Auburn, ME 04210			31 Fifth St Auburn, ME 04210			178 Gamage Ave Auburn, ME 04210																							
Proximity to Subject		2.59 miles SW			0.19 miles SW			1.53 miles NW																										
Sale Price		\$ 0			\$ 141,000			\$ 131,500			\$ 168,500																							
Sale Price/GBA		\$/sq.ft.			\$ 53.07 /sq.ft.			\$ 42.85 /sq.ft.			\$ 63.30 /sq.ft.																							
Gross Monthly Rent		\$ 1,675			\$ 2,200			\$ 1,500			\$ 2,510																							
Gross Rent Multiplier					64.09			87.67			67.13																							
Price per Unit		\$			70,500			\$ 65,750			\$ 84,250																							
Price per Room		\$			15,667			\$ 10,958			\$ 12,962																							
Price per Bedroom		\$			35,250			\$ 32,875			\$ 33,700																							
Data Source(s)		Inspectn, Public			MREIS#1277056,DOM11			MREIS# 1267493; DOM: 72			MREIS# 1272511; DOM: 92																							
Verification Source(s)		Broker			Assessor, Broker, Drive-by			Assessor, Broker, Drive-by			Assessor, Broker, Drive-by																							
VALUE ADJUSTMENTS		DESCRIPTION			DESCRIPTION			+/- \$ Adjust			DESCRIPTION			+/- \$ Adjust																				
Rent Control		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																							
Sales or Financing Concessions		N/A			FHA None Noted			Cash None			FHA \$6,875			-6,875																				
Date of Sale/Time		N/A			09/23/2016			09/14/2016			11/04/2016			0																				
Rights Appraised		Fee Simple			Fee Simple			Fee Simple			Fee Simple																							
Location		Urbn/Busy Rd/Cmrl			Urbn/BsyRd/Cmrl/Pwr			Urban			Urban/BusyRd			-6,740																				
Site		0.18			0.52 ac			-5,000			0.11 ac			0																				
View		Neighbor/ Commercial			Neighbor/ Commercial			Neighborhood			Neighborhood			-5,055																				
Design (Style)		Two Unit			Ranch			0			Two Unit			Two Unit																				
Quality of Construction		Average			Average			Average			Average			Average																				
Age		84			59			0			91			0																				
Condition		Average-Good			Average-Good			Average			+6,575			Average-good																				
Total GBA		2,830 sq.ft.			2,657 sq.ft.			+1,730			3,069 sq.ft.			-2,390																				
Total # of Units		2			2			2			2			2																				
Total GLA		sq.ft.			sq.ft.			sq.ft.			sq.ft.			sq.ft.																				
Unit Breakdown		Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths	Total	Bdrms	Baths																		
Unit # 1		6	3	1.0	6	3	1.0		6	2	1.0		8	3	2.0																			
Unit # 2		6	3	1.0	3	1	1.0	+4,000	6	2	1.0	+2,000	5	2	2.0	-6,000																		
Unit # 3																																		
Unit # 4																																		
Basement & Finished Rooms Below Grade		Full Unfinished			Full Unfinished			Full Unfinished			Full Unfinished			Full Unfinished																				
Functional Utility		CTC			Average			-2,000			Average			-2,000																				
Heating/Cooling		FHW/ None			HWBB/ None			0			FHW/ None			HWBB/ None			0																	
Energy Efficient Items		None			Fireplace			-3,000			None			None																				
Parking		2 Car Det			2 Car Att			0			2 Car Det			2 Car Det																				
Porch/Patio/Deck		Dk,4 OP			OP			+4,000			2 OP, 2 EP			0			2 Dk, OP			+2,000														
Net Adjustment (Total)					<input type="checkbox"/> + <input checked="" type="checkbox"/> -			\$ -270			<input type="checkbox"/> + <input checked="" type="checkbox"/> -			\$ -5,650			<input type="checkbox"/> + <input checked="" type="checkbox"/> -			\$ -29,490														
Adjusted Sale Price of Comparables					Net Gross			0.2 % 14.0 %			\$ 140,730			Net Gross			4.3 % 20.4 %			\$ 125,850			Net Gross			17.5 % 21.9 %			\$ 139,010					
Adjusted Price of Comparables per GBA		\$			52.97			\$			41.01			\$			52.22			\$			52.22											
Adjusted Price of Comparables per Unit		\$			70,365			\$			62,925			\$			69,505			\$			69,505											
Adjusted Price of Comparables per Room		\$			15,637			\$			10,488			\$			10,693			\$			10,693											
Adjusted Price of Comparables per Bedroom		\$			35,183			\$			31,463			\$			27,802			\$			27,802											
Ind. Val. per GBA		\$ 50 X 2,830			SF GBA = \$ 141,500			Ind. Val. per Unit			\$ 66,000 X 2			Units = \$ 132,000			Ind. Val. per Room			\$ 12,000 X 12			Rooms = \$ 144,000			Ind. Val. per Bedroom			\$ 33,000 X 6			Bedrooms = \$ 198,000		
Summary of Sales Comparison Approach												In the appraiser's opinion the comparables that were selected are the most similar to the subject from the selection of comparables available at the time of inspection. The appraiser selected sales that brackets the subject and offers a variety of the subject's attributes, as a sale exactly like the subject was not available for comparison purposes. Comparable #1 was utilized to show a home that is located on a similar traveled roadway, is somewhat similar in GBA, also has a garage is is also surrounded by commercial property. Comparable #2 was utilized to show a home that is located in close proximity to the subject has a similar flat roof, also has a garage, brackets the subject's GBA, site size and location. Comparable #3 was utilized to show a home that is also located on a busier roadway, has similar vehicle storage and brackets the subject's view and bathroom count. After adjusting for all pertinent differences, all sales adequately reflect the subject. In conclusion, the comparable sales the appraiser selected were the best, and considered to be the most reliable for those available in the subject's market area. The subject's needed repairs were taken into consideration of the overall condition. I estimate a \$2000 cost to cure these items (this is only an estimate as I am not a contractor)																						
Indicated Value by Sales Comparison Approach \$												138,000																						



2-4 UNIT RESIDENTIAL APPRAISAL REPORT

A172F551DB
File No.: A172F551DB

COST APPROACH	COST APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.	
	Provide adequate information for replication of the following cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value):	N/A
	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	
	Source of cost data: N/A	OPINION OF SITE VALUE _____ = \$
	Quality rating from cost service: N/A Effective date of cost data:	DWELLING Sq.Ft. @ \$ _____ = \$
	Comments on Cost Approach (gross living area calculations, depreciation, etc.):	Sq.Ft. @ \$ _____ = \$
	The Cost Approach was considered but not utilized due to the age of the subject rendering the estimation of Accrued Depreciation a difficult task at best.	Sq.Ft. @ \$ _____ = \$
		Sq.Ft. @ \$ _____ = \$
		Garage/Carport Sq.Ft. @ \$ _____ = \$
	Total Estimate of Cost-New _____ = \$	
	Less Physical Functional External	
	Depreciation _____ = \$()	
	Depreciated Cost of Improvements _____ = \$	
	"As-is" Value of Site Improvements _____ = \$	
	_____ = \$	
	_____ = \$	
Estimated Remaining Economic Life (if required): _____ Years	INDICATED VALUE BY COST APPROACH _____ = \$	
PUD	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project: _____	
	Describe common elements and recreational facilities: _____	

RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 138,000 Income Approach \$ _____ Cost Approach (if developed) \$ _____	
	Final Reconciliation The Cost Approach was not applicable as 2-4 family properties are bought for residence and income and are typically converted existing older units. Primary weight was placed on the SALES COMPARISON APPROACH with support from the INCOME APPROACH.	
	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: <u>No special conditions</u> required. This appraisal is made on an "AS IS" basis.	
	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 138,000, as of: 04/17/2017, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
ATTACHMENTS	A true and complete copy of this report contains <u>26</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
	Attached Exhibits: <input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting Cond./Certification <input checked="" type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addenda <input checked="" type="checkbox"/> Sketch Addendum <input type="checkbox"/> Cost Addendum <input checked="" type="checkbox"/> Flood Addendum <input type="checkbox"/> Additional Sales <input checked="" type="checkbox"/> Additional Rentals <input type="checkbox"/> Income/Expense Analysis <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/> <input type="checkbox"/> _____	
SIGNATURES	Client Contact: N/A Client Name: City of Auburn	
	E-Mail: N/A Address: 60 Court Street, Auburn, ME 04210	
	APPRAISER	
		
	Appraiser Name: David Beaudin	
	Company: The Appraisal Group, Inc.	
	Phone: (207) 333-3311 Fax: (207) 333-6311	
E-Mail: dave@appraisalgroupauburn.com		
Date of Report (Signature): 04/24/2017		
License or Certification #: AP2447 State: ME		
Designation: Appraiser		
Expiration Date of License or Certification: 12/31/2017		
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None		
Date of Inspection: 04/17/2017		
SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)		
Supervisory or Co-Appraiser Name: _____		
Company: _____		
Phone: _____ Fax: _____		
E-Mail: _____		
Date of Report (Signature): _____		
License or Certification #: _____ State: _____		
Designation: _____		
Expiration Date of License or Certification: _____		
Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None		
Date of Inspection: _____		

Assumptions, Limiting Conditions & Scope of Work

A172F551DB

File No.: A172F551DB

Property Address: 23 Broad St

City: Auburn

State: ME

Zip Code: 04210

Client: City of Auburn

Address: 60 Court Street, Auburn, ME 04210

Appraiser: David Beaudin

Address: 466 Main St Ste 100, Lewiston, ME 04240-6748

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis

of it being under responsible ownership. The future operation of the property assumes skilled and adequate management but are not represented to be historically based.

- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch

is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other

data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best

use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction

with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance

value, and should not be used as such.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence

of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the

normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous

wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties. All information furnished regarding rental rates, lease terms, or projections of income and expense is from sources deemed reliable. No warranty or representation is made as to the accuracy thereof.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence

of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors

are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by

the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications

A172F551DB

File No.: A172F551DB

Property Address: 23 Broad St	City: Auburn	State: ME	Zip Code: 04210
Client: City of Auburn	Address: 60 Court Street, Auburn, ME 04210		
Appraiser: David Beaudin	Address: 466 Main St Ste 100, Lewiston, ME 04240-6748		

APPRAISER'S CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of 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 that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:


DEFINITION OF MARKET VALUE *:

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

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: N/A	Client Name: City of Auburn
E-Mail: N/A	Address: 60 Court Street, Auburn, ME 04210

<p>APPRAISER</p>  <p>Appraiser Name: David Beaudin Company: The Appraisal Group, Inc. Phone: (207) 333-3311 Fax: (207) 333-6311 E-Mail: dave@appraisalgroupauburn.com Date Report Signed: 04/24/2017 License or Certification #: AP2447 State: ME Designation: Appraiser Expiration Date of License or Certification: 12/31/2017 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 04/17/2017</p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p> <p>Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date Report Signed: _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____</p>
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SIGNATURES

Supplemental Addendum

File No. A172F551DB

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				

ADDITIONAL COMMENTS:

The level of detail in this GP 2-4 unit Appraisal Report is consistent with the requirements of an **APPRAISAL REPORT**, as defined by the Appraisal Standards Board.

The appraisal was prepared in accordance with the requirements of title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended (12 U.S.C. 3331et seq.), and any implementing regulations.

Intended User & Intended Use:

The intended user of this appraisal report is City Of Auburn. The Intended use is to evaluate the property that is the subject of this appraisal for private use to determine Fair Market Value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No additional Intended Users are identified by the appraiser.

The Client is defined as the party or parties that engaged this appraiser through The Appraisal Group Inc. in this specific assignment.

SCOPE OF WORK:

A physical observation of the property was performed of the unobstructed, exposed surfaces of accessible exterior and interior areas of all structures without removal of personal possessions by the appraiser. Exterior and interior photos were taken for the appraiser's work file with photos of significant items included in this report. Measurement of the subject by the appraiser was completed per ANSI Z765-2003 guidelines for calculating living area. An analysis of the subject's neighborhood with impact from the local, regional and national economics as they affect the value of the subject were considered. Data was examined to give indications of trends in pricing and anticipated exposure time of properties that are on the market in the subject's market area. A highest and best use analysis of the subject property was developed.

Although due diligence was exercised while visiting the subject property, the appraiser is not an expert in such matters as identification of mold, lead based paint, pest control, structural engineering, hazardous waste, soil slippage, waste disposal system integrity, electrical-plumbing-roof-foundation systems, etc and the appraiser assumes no responsibility for those items. Mold may or may not be present in areas the appraiser could not readily observe. The presence of lead based paint and contamination cannot be ruled out based on subject age. If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections with the final opinion of market of value being subject to a licensed professional's findings.

Please see attached Assumptions, Limited Condition, Scope of Work and Certification for further analysis.

Any additional Extraordinary Assumptions, Hypothetical Conditions or Limiting Conditions that are part of this appraisal will be clearly identified in the report.

Definition of Market Value:

"**Market Value** means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in the definition is the consummation of a sale as of a specified date and 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 own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by section or creative financing or sales concessions granted by anyone associated with the sale."

*This example definition is from USPAP Advisory Opinion 22 and is the as in regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989 between July 5, 1990 and August 24, 1990, by Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS) and the Office of Comptroller of the currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS and FDIC on June 7, 1994 and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

DIGITAL SIGNATURE & SECURITY DISCLOSURE:

This report has been digitally signed and electronically transmitted to the intended client. This format is USPAP and secondary market compliant.

Electronically affixing a signature to a report carries the same level of authenticity and responsibility as an ink signature on a paper copy. This "electronic record" and 'electronic signature' are defined in applicable federal and/or state laws.

Although the report was digitally signed and secured by the appraiser, advancement of computer software currently allows for manipulation of and in the future may allow further manipulation of the appraisal report outside of the appraiser's control. The intended client, its successors and/or assigns, legal entities including the state appraisal board having jurisdiction over the appraiser, are all reminded that per the Uniform Standards of Professional Appraisal Practice the appraiser retains a copy of the final report as transmitted to the intended client in the appraisal work file which serves as evidence of the appraisers intended analysis, conclusions and opinion of market value. The appraiser bears no responsibility for any result which may occur in any transaction which involves a manipulated report.

Personal Property:

No items of personal property were included in the final value estimate of the subject property.

LEGAL DESCRIPTION:

The subject's deed has been reviewed and there are no noted adverse easement, encroachments or conditions noted that would affect value.

Supplemental Addendum

File No. A172F551DB

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				

Hazardous Substances:

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. This appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent hazardous substances or detrimental environmental conditions which would affect the property negatively.

Adverse Environmental Conditions:

No adverse environmental conditions were noted during the property inspection effecting the subject or surrounding properties.

Flood Zone Map:

The appraiser has sought to determine accurate information with regards to the FEMA flood map location. Occasionally, errors on the flood zone maps are found and since the appraiser is not an engineer or expert in identification and location on such maps, it may be necessary for the client to have an expert or proper authority make the final determination. The appraiser and this firm hereby disclaim any liability in regard thereto.

Mold:

Since the appraiser is not a home or environment inspector, the appraiser does not guarantee the property is free of defects of environmental problems. The appraiser performs an inspection of visible and accessible areas only. Molds or other defects may be present in areas which the appraiser cannot see; or in marginal cases, may go unnoticed as the appraiser is not trained in identifying such defects. For specific information on possible defects or environmental problems, a professional home inspection or environmental inspection is recommended.

NEIGHBORHOOD:

Commercial/Industrial Influence:

Commercial and Industrial influence within the subject property neighborhood boundaries include those typically found within a long established and well developed neighborhood. It is this appraiser's opinion that these influences have no negative effect on the subject property's overall marketability.

Lead Paint:

Due to the subject's age, it is highly likely that the dwelling contains lead paint. The appraiser has made no final determination of its presence and if more information is required it is suggested that a person specializing in that field be contracted to assess the potential of this condition. A future adjustment to value may be necessary to this report based on the documented findings of the contractor.

House Attributes built in this time period:

It is expected older homes in this marketplace will differ from newer homes in terms of conveniences. Typical features of an older home like the subject as compared to new homes includes smaller closets, steeper stairs, and narrower halls. These are typical for structures of the subject's vintage, and as such are not deemed as adverse conditions, or adverse to marketability.

Effective Age:

The effective age of 15 years is based on a full economic life of 55 years and results in a REMAINING ECONOMIC LIFE of 40 years.

Highest & Best Use:

The highest and best use of the subject property "as vacant" and "as improved" is that of the subject's present use as a multi-family residential dwelling.

Gross Building Area:

The GBA (Gross Building Area) of comparable sales may or may not be exact and is used as a guide only in the adjustment process. The appraiser is unable to accurately measure the comparable sales and relies on information from other appraisers, tax cards and/or broker information as applicable.

Photos:

In some cases, the attached photos of the current listings and or pending sales may be from MLS. If MLS photos are utilized for listing/ pending sales they will be labeled next to the photo. Please note that these are not comparable sales and are non weight bearing as they have not sold nor is it known what the final sales price may be.

Sales Comparison Comments:

There was a 6% total sales price adjustment made for comp 2 which is located on a less busy roadway and has no commercial property in sight. There was a 3% total sales price adjustment made for comp 3 which is located on a busy roadway; however, lacks the commercial influence. There was also a 3% total sales price adjustment made for comps 2&3 as they lack a view of commercial property vs the subject. There was a \$5000 adjustment made for comp 1 which has a site size which is over twice the size of the subject. There was a \$2500 site adjustment made for comp 3 which has a site that is twice the size of the subject. There was also a 5% total sales price adjustment made for the difference between Average-Good vs Average condition as comp 2 lacks similar recent updates. Difference in bedrooms are adjusted at \$1000 per bedroom. Full baths are adjusted at \$4000. Fireplace is adjusted at \$3000. Attached and detached garage is adjusted at \$2000 per bay. Decks are adjusted at \$1000. Open porch is adjusted at \$1000. Enclosed porch is adjusted at \$1000. The difference in GBA has been adjusted at \$10 per SF for differences over 100 SF (was derived through matched paired sales analysis in the subject's market area). The subject's needed repairs were taken into consideration of the overall condition. I estimate a \$2000 cost to cure these items (this is only an estimate as I am not a contractor).

Final Reconciliation:

Weight was placed on the Market Approach as the best indicator of value. The Income Approach was not applicable as single family properties are seldom rented for income. The Cost Approach was not applicable as indicated above.

APPRAISER:

David R Beaudin
AP00000002447

USPAP ADDENDUM

A172F551DB
File No. A172F551DB

Borrower	City of Auburn		
Property Address	23 Broad St		
City	Auburn	County	Androscoggin
		State	ME
		Zip Code	04210
Lender	City of Auburn		

This report was prepared under the following USPAP reporting option:

Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(a).

Restricted Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time
My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 3-6 Months
Based upon market observations and statistical data provided from MREIS, I estimate that 3-6 months exposure time would be a sufficient time to market the subject property.

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

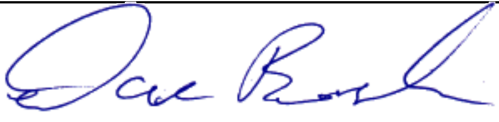
I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- 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, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of 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 that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

APPRAISER:

Signature: 

Name: David Beaudin

Date Signed: 04/24/2017

State Certification #: _____

or State License #: AP2447

State: ME

Expiration Date of Certification or License: 12/31/2017

Effective Date of Appraisal: 04/17/2017

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

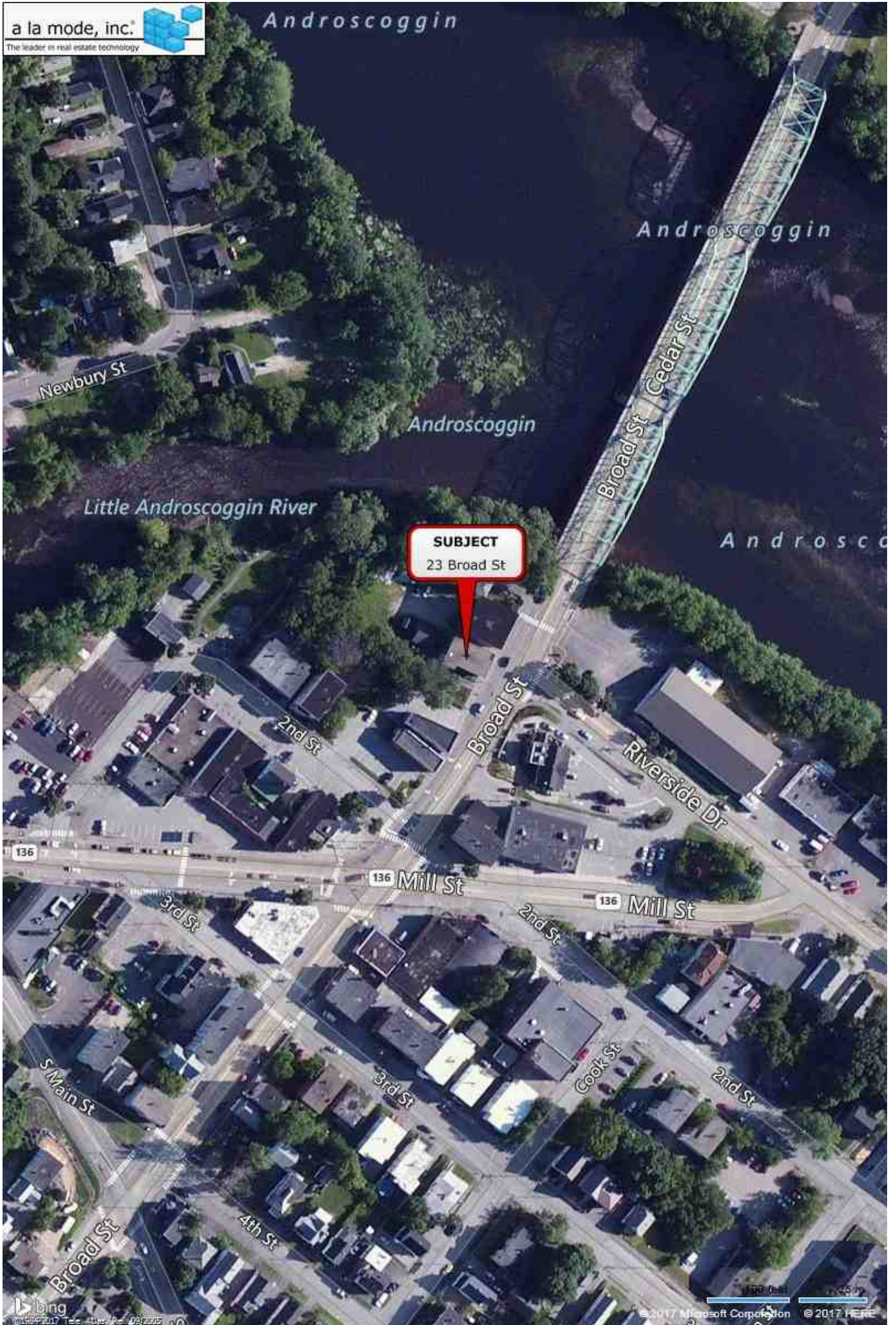
Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

Did Not Exterior-only from Street Interior and Exterior

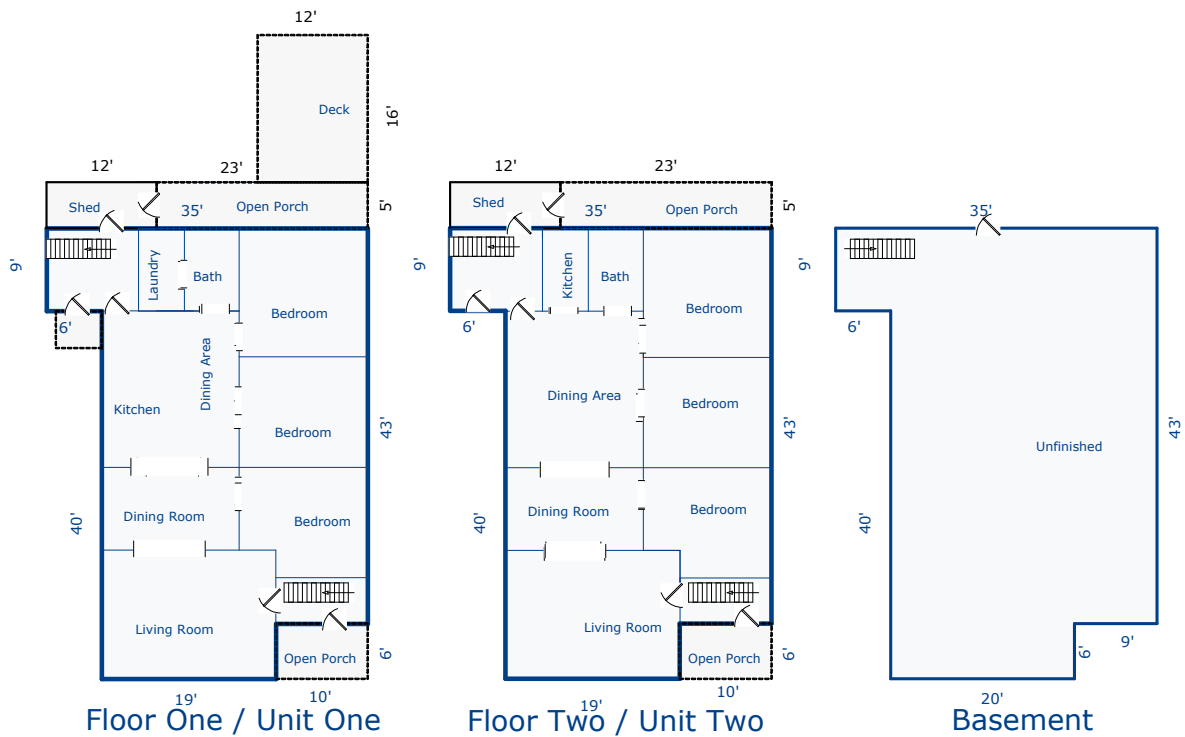
Aerial View

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



Building Sketch

Borrower	City of Auburn			
Property Address	23 Broad St			
City	Auburn	County Androscoggin	State ME	Zip Code 04210
Lender/Client	City of Auburn			



Sketch by Apex Sketch v5 Standard™

Comments:

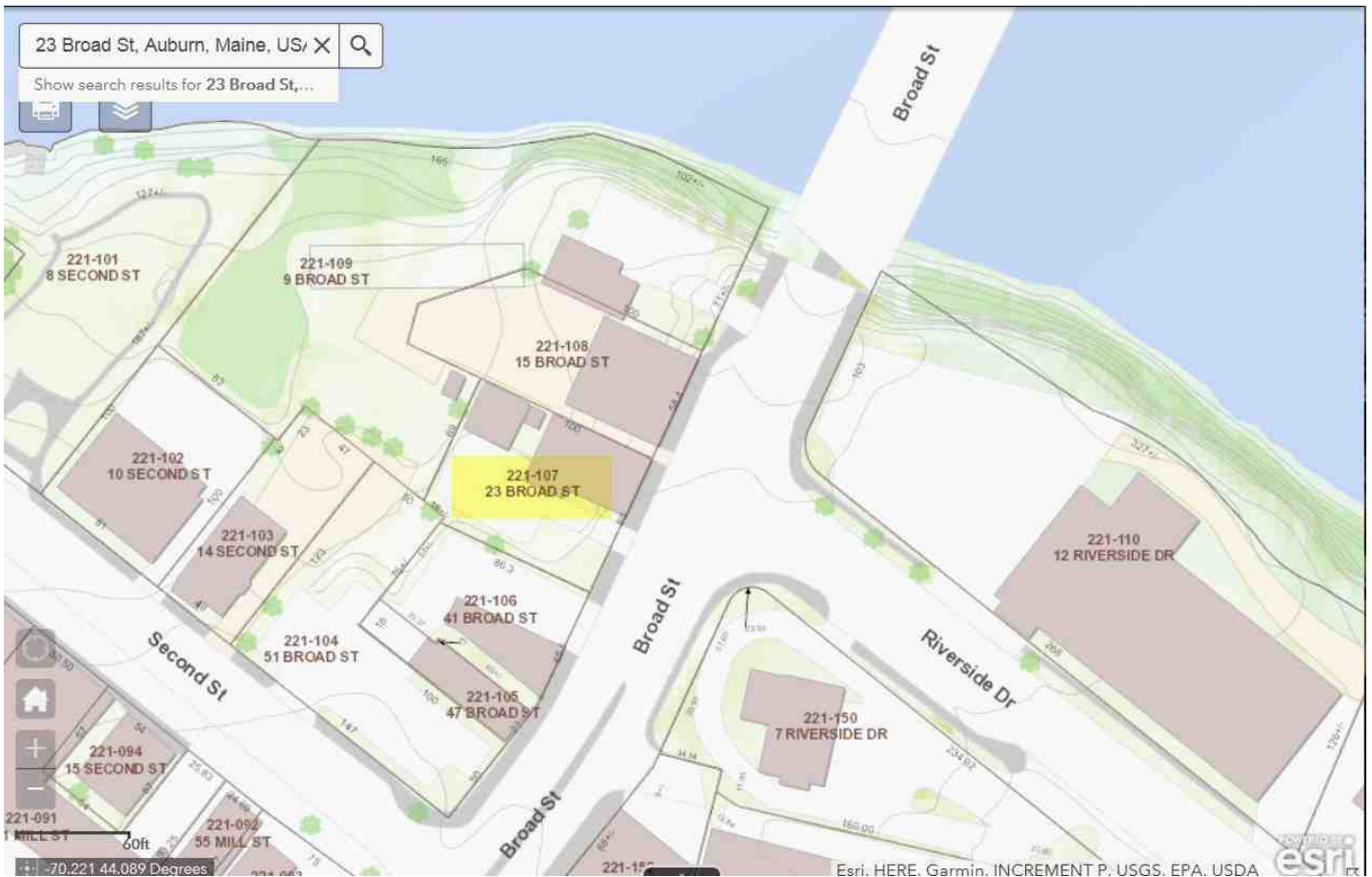
AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GBA1	First Floor	1415.00	1415.00
GBA2	Second Floor	1415.00	1415.00
BSMT	Basement	1421.00	1421.00
P/P	Open Porch	60.00	
	Open Porch	60.00	
	Open Porch	115.00	
	Open Porch	115.00	
	Deck	192.00	
	Entry Porch	20.00	562.00
Net BUILDING Area		(rounded)	2830

BUILDING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
19.0	x	6.0	114.00
29.0	x	34.0	986.00
9.0	x	35.0	315.00
Second Floor			
19.0	x	6.0	114.00
29.0	x	34.0	986.00
9.0	x	35.0	315.00
6 Items		(rounded)	2830

Plat Map

Borrower	City of Auburn						
Property Address	23 Broad St						
City	Auburn	County	Androscoggin	State	ME	Zip Code	04210
Lender/Client	City of Auburn						

The subject's site is highlighted in yellow



Subject Photo Page

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



Subject Front

23 Broad St	
Sales Price	0
Gross Living Area	
Total Rooms	12
Total Bedrooms	6
Total Bathrooms	2
Location	Urbn/Busy Rd/Cmrl
View	Neighbor/ Commercial
Site	0.18
Quality	Average
Age	84



Subject Rear



Subject Street

Subject Photo Page

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



Subject Front

23 Broad St	
Sales Price	0
Gross Living Area	
Total Rooms	12
Total Bedrooms	6
Total Bathrooms	2
Location	Urbn/Busy Rd/Cmrl
View	Neighbor/ Commercial
Site	0.18
Quality	Average
Age	84



Subject Rear



Subject Street

Photograph Addendum

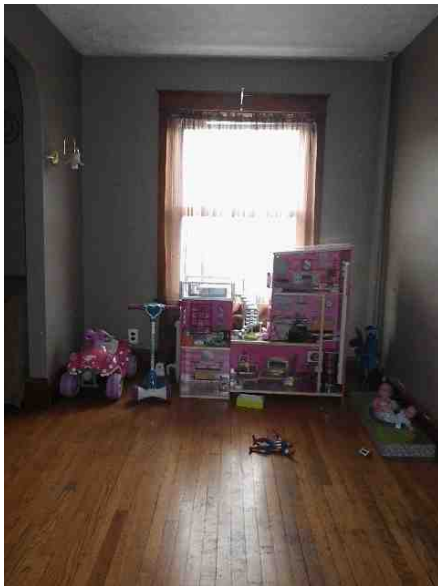
Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



Unit one



Unit one



Unit one



Unit one



Unit one



Unit one

Photograph Addendum

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



Unit one



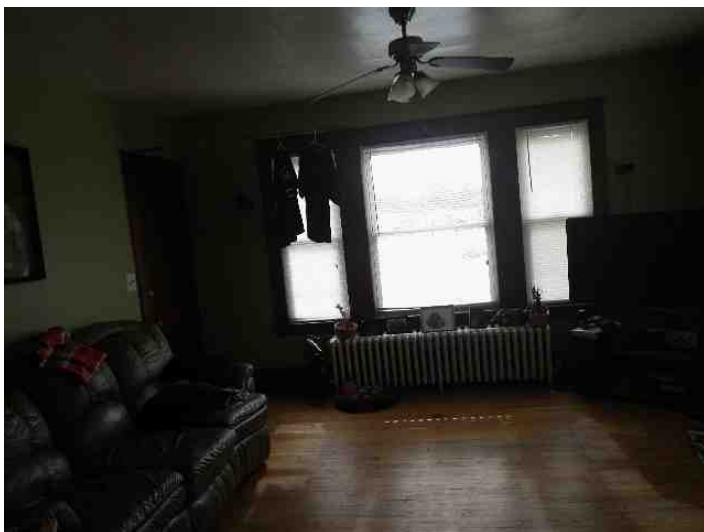
Unit one



Unit two



Unit two



Unit two



Unit two

Photograph Addendum

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



Unit two



Unit two



Breakers



FHW furnace



Natural Gas



Detached garage

Photograph Addendum

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



Loose paint of porch



Rear



Broken window



Broken door frame



Rotted siding



Rear View

Rental Photo Page

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



Rental 1

609 Court st
Proximity to Subj. 1.31 miles W
GBA 2,244
Age/Year Built 147



Rental 2

155 Summer Street
Proximity to Subj. 1.30 miles NW
GBA 1,978
Age/Year Built 139



Rental 3

126 Riverside Dr
Proximity to Subj. 0.32 miles SE
GBA 2,580
Age/Year Built 82

Comparable Photo Page

Borrower	City of Auburn						
Property Address	23 Broad St						
City	Auburn	County	Androscoggin	State	ME	Zip Code	04210
Lender/Client	City of Auburn						



Comparable 1

1857 Hotel Rd	
Prox. to Subject	2.59 miles SW
Sales Price	141,000
Gross Living Area	
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	2
Location	Urbn/BsyRd/Cmrl/Pwr
View	Neighbor/ Commercial
Site	0.52 ac
Quality	Average
Age	59



Comparable 2

31 Fifth St	
Prox. to Subject	0.19 miles SW
Sales Price	131,500
Gross Living Area	
Total Rooms	12
Total Bedrooms	4
Total Bathrooms	2
Location	Urban
View	Neighborhood
Site	0.11 ac
Quality	Average
Age	91



Comparable 3

178 Gamage Ave	
Prox. to Subject	1.53 miles NW
Sales Price	168,500
Gross Living Area	
Total Rooms	13
Total Bedrooms	5
Total Bathrooms	4
Location	Urban/BusyRd
View	Neighborhood
Site	0.32 ac
Quality	Average
Age	137

Location Map

Borrower	City of Auburn						
Property Address	23 Broad St						
City	Auburn	County	Androscoggin	State	ME	Zip Code	04210
Lender/Client	City of Auburn						



License

Borrower	City of Auburn				
Property Address	23 Broad St				
City	Auburn	County	Androscoggin	State	ME Zip Code 04210
Lender/Client	City of Auburn				



State of Maine
DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION
OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD OF REAL ESTATE APPRAISERS

License Number AP2447

Be it known that

DAVID R. BEAUDIN

has qualified as required by Title 32 MRSA Chapter 123 and is licensed as:

REAL ESTATE APPRAISER

ISSUE DATE

December 23, 2016

Anne L. Head

Commissioner

EXPIRATION DATE

December 31, 2017

E&O Policy



LIA Administrators & Insurance Services

**APPRAISAL AND VALUATION
PROFESSIONAL LIABILITY INSURANCE POLICY**



DECLARATIONS

ASPEN AMERICAN INSURANCE COMPANY
(A stock insurance company herein called the "Company")
175 Capitol Blvd. Suite 100
Rocky Hill, CT 06067

Date Issued	Policy Number	Previous Policy Number
05/09/2016	AAI001344-02	AAI001344-01

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

Item

<p>1. Customer ID: 166335 Named Insured: APPRAISAL GROUP, INC. Timothy J. Gatto Owner/Certified Appraiser 466 Main St., Suite 100 Lewiston, ME 04240</p>	
<p>2. Policy Period: From: 07/15/2016 To: 07/15/2017 12:01 A.M. Standard Time at the address stated in 1 above.</p>	
<p>3. Deductible: \$1,000 Each Claim</p>	
<p>4. Retroactive Date: 07/15/2002</p>	
<p>5. Inception Date: 07/15/2015</p>	
<p>6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate</p>	
<p>7. Mail all notices, including notice of Claim, to: LIA Administrators & Insurance Services 1600 Anacapa Street Santa Barbara, California 93101 (800) 334-0652; Fax: (805) 962-0652</p>	
<p>8. Annual Premium: \$2,654.00</p>	
<p>9. Forms attached at issue: LIA002 (12/14) ASPCO002 0110 LIA ME (12/14) LIA012 (12/14) LIA018 (10/14)</p>	

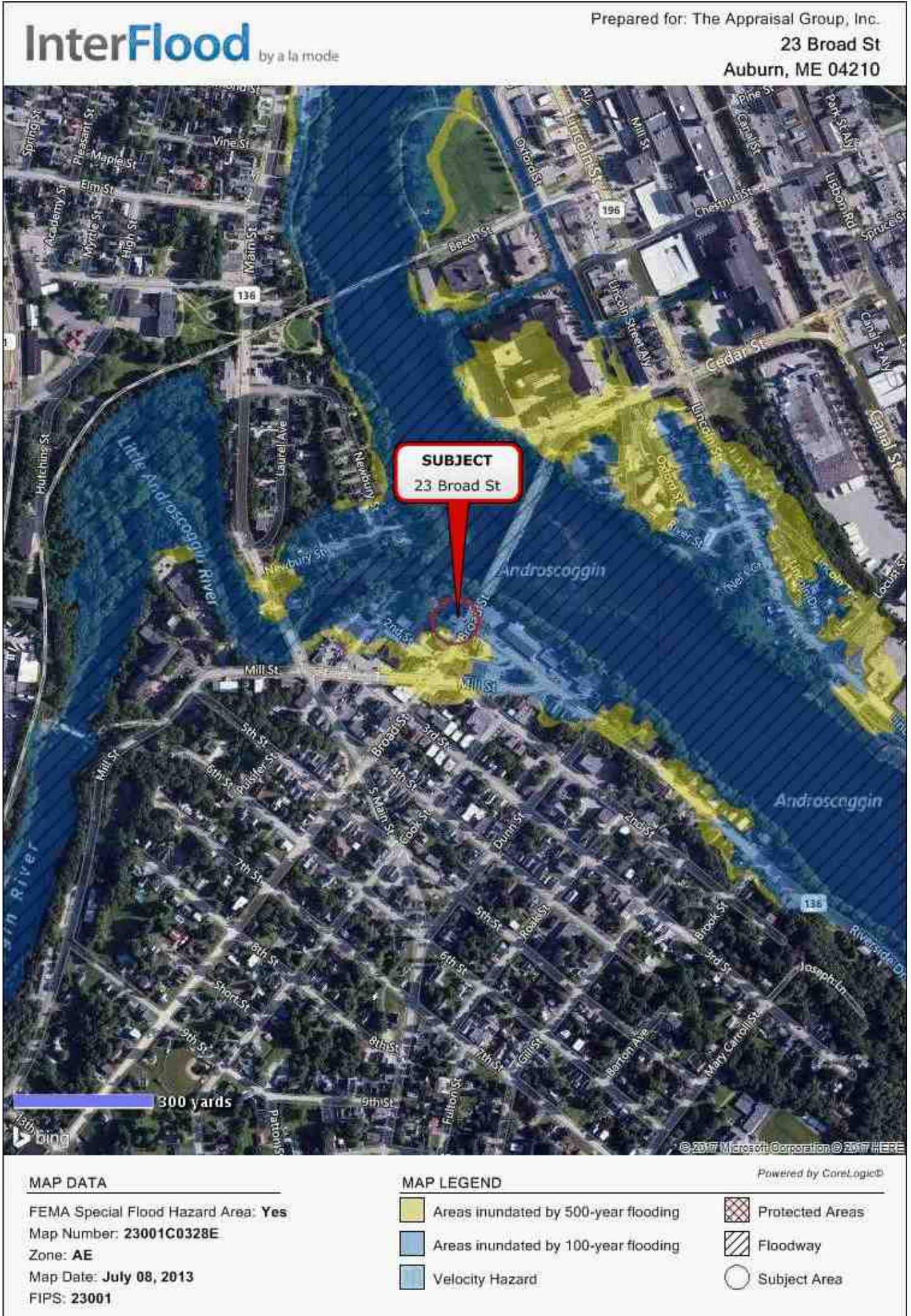
This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named Insured and the Company.

05/09/2016
Date
LIA-001 (12/14)

By *R. Wil*
Authorized Signature
Aspen American Insurance Company

Flood Map

Borrower	City of Auburn						
Property Address	23 Broad St						
City	Auburn	County	Androscoggin	State	ME	Zip Code	04210
Lender/Client	City of Auburn						



From: Tim Veilleux [benalprenmachine@gmail.com]
Sent: Wednesday, May 17, 2017 9:33 AM
To: Doug Greene
Subject: Re: Appraisal for 23 Broad St

Good morning Doug,

My apologies for the delay - busy time of year. After consulting with our accountant, my asking price for Broad Street is \$158,000 - to cover the building, capital gains and loss of rental income. I hope this number works for both parties.

Thanks so much,
Tim

On Wed, May 3, 2017 at 8:03 AM, Doug Greene <dgreene@auburnmaine.gov> wrote:

Good Morning Tim,

We have received the appraisal for your property at 23 Broad St. and have attached it for your review.

As you can see the report lists the value of the building and property at \$138,000. Please let us know what price you would like to offer for the acquisition of 23 Broad Street.

Eric Cousens, Michael Chammings and I would be glad to meet with you if you'd like to discuss this further.

Thanks in advance for working with us.

Sincerely,

Doug

Douglas M. Greene AICP RLA

Urban Development Coordinator

Economic and Community Development, City of Auburn

60 Court Street | Auburn, Maine 04210 | [207.333.6601 X1156](tel:207.333.6601)

Attachment 5

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT dated as of June 30, 2017 (the "Effective Date"), by and between TIMOTHY VEILLEUX, an individual resident of Maine with a mailing address of 354 Beech Hill Road, Auburn, Maine 04210 ("Seller"), and the CITY OF AUBURN, a Maine municipal corporation situated in Androscoggin County, Maine, with a mailing address of 60 Court Street, Auburn, Maine 04210 ("Buyer"), with copies of all notices required by this Agreement to be sent to Michael S. Malloy, Esq., The Malloy Firm, 178 Court Street, P.O. Box 3171, Auburn, ME 04212-3171.

Seller and Buyer agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell and Buyer agrees to purchase certain parcels of land, with buildings and improvements, located at 23 Broad Street, Auburn, Maine 04210, which are described in Exhibit A (the "Property"). Upon execution of this Agreement, Seller shall deliver to Buyer a memorandum of this Agreement in the form attached as Exhibit B, which Buyer may record at its expense.
2. Purchase Price. The purchase price for the Property shall be one hundred and fifty-five thousand dollars (**\$155,000.00**) payable at closing.
3. Right of Entry. Between the date of this Agreement and the closing, upon reasonable prior notice and with due regard for Seller's use of the Property, Buyer, its agent or independent contractors, may enter the Property to perform inspections, surveys, environmental assessments, and test borings.
4. Closing. Subject to satisfaction of the conditions set forth herein, the closing of the sale and purchase of the Property pursuant to this Agreement shall take place, at 2:00 p.m. on August 1, 2017, at the offices of The Malloy Firm, 178 Court Street, Auburn, Maine 04210, or at such other time or place as the parties may agree upon in writing (the "Closing Date").
5. Deed; Title. Seller shall convey the Property to Buyer or its designee by warranty deed, good and marketable fee simple title in accordance with the Maine State Bar Association Standards of Title. If Seller cannot convey and deliver possession of the Property as required by this Agreement, Buyer shall have the right to terminate this Agreement and receive a full refund of all payments made by Buyer, or to accept the Property with such defects, with an appropriate reduction in purchase price.
6. Transfer Tax. Real estate transfer tax shall be paid by each party in accordance with Maine law.
7. Prorations. All taxes, fees, and assessments, including real estate taxes and water and sewer fees, shall be prorated as of the Closing Date. Utilities shall be paid by Seller to the Closing Date.

8. Possession. Seller and any tenants of the Seller shall remove all personal property and nonstructural items, and vacate the Property before the closing. Any of the personal property of the Seller or a tenant of the Seller remaining on the Property after the closing may be removed and disposed by Buyer.

9. Seller's Representations and Warranties. Seller represents and warrants to that the following are true and correct in all respects:

a. Authority. Seller is authorized to enter into and perform this Agreement.

b. Title to Property. Seller has good and marketable title to the Property free and clear of any encumbrances, other than those which will be discharged on or before the Closing Date or which will not affect Buyer's proposed use of the Property.

c. Residency. Seller is not a "foreign person" within the meaning of 26 U.S.C. §§ 1445, and will deliver on the Closing Date a certificate to this effect in form satisfactory to Buyer.

d. Contracts, Leases and Agreements. There are no contracts, agreements or leases affecting the Property which are not terminable at will by Seller.

e. Litigation. There is no notice, suit, order, decree, claim, writ, injunction or judgment relating to a violation of any laws, ordinances, codes, regulations or other requirements affecting the Property; and there are no suits, actions or proceedings pending or to the best of Seller's knowledge, threatened against Seller affecting the Property or Seller's ability to perform this Agreement.

f. Underground Storage Tanks. To the best of Seller's knowledge, there are no underground storage tanks located on the Property, and Seller will delivery on the Closing Date a certificate to this effect in form satisfactory to Buyer.

g. Mechanics' Liens. No work has been done on the Property that could result in any liens on the Property, and no contracts are outstanding or in effect with respect to any such work, and Seller will delivery on the Closing Date a certificate to this effect in form satisfactory to Buyer.

h. Preferential Tax Treatment. The Property has received no preferential real estate tax treatment under any provisions of state or federal law, the removal from the provisions of which would trigger a recapture penalty, recapture tax or other requirement for reimbursement of earlier tax savings.

i. Waste Water. There is no subsurface waste water disposal system on the Property or, if there is, the system has not malfunctioned within the last 6 months.

10. Conditions to Buyer's Obligations. Buyer's obligations under this Agreement are subject to Buyer's satisfaction with each of the following:

- a. Environmental Assessment. Buyer may obtain, at its expense, an environmental assessment of the Property. In the event that any environmental issues are discovered to be existing on the Property, Seller shall not be obligated to incur any expenses in resolving these issues.
- b. Title Insurance. Buyer shall obtain, at its expense, a commitment for title insurance insuring the Property.
- c. Survey. Buyer shall obtain, at its expense, a survey of the Property, performed by a licensed surveyor.
- d. Inspections. Buyer shall inspect the Property.
- e. Warranty Deed. Seller shall tender a warranty deed, in a form acceptable to Buyer, conveying good and marketable title to the Property free and clear from all liens and encumbrances.
- f. Possession; Condition. Seller shall deliver exclusive possession of the Property in substantially the same condition as it was on the date of this Agreement.
- g. Representations and Warranties at Closing. Seller's representations and warranties contained in this Agreement shall be true and correct as of the Closing Date.
- h. City Council Approval. If this Agreement is not approved by the Auburn City Council, Buyer shall have the right to terminate this Agreement and receive a full refund of all payments made by Buyer to Seller.
- i. Ethics Panel Review. If the City of Auburn Ethics Panel renders an opinion stating that this Agreement or any aspect of the transaction contemplated herein involves an impermissible conflict of interest, Buyer shall have the right to terminate this Agreement and receive a full refund of all payments made by Buyer to Seller.

11. No Commissions. Each party represents to the other that it has not retained, directly or indirectly, any real estate broker or agent with respect to this purchase, and that each party will indemnify and hold harmless the other from and against all claims relating to brokerage or commission on account of this purchase claimed by any person hired or consulted by such party.

12. Risk of Loss. Seller assumes all risk of loss or damage to the Property until the closing. In the event of any substantial damage to the Property, which damage is not restored to its present condition on or before the closing, Buyer may elect to, without prejudice to any other rights and remedies of Buyer, (a) accept title to the Property and receive an appropriate reduction in the purchase price; (b) accept title, in which event Seller shall pay any available insurance

proceeds to Buyer up to the maximum amount of insurance available under Seller's insurance policy; or (c) terminate this Agreement and receive from Seller a full refund of all payments made by Buyer.

13. Survival of Representations, Warranties, and Obligations. The covenants, agreements and representations of the parties contained in this Agreement, or any schedule, exhibit, certificate or other writing delivered in connection with this Agreement, and all obligations under this Agreement (including indemnification obligations) that are not fulfilled on the Closing Date, shall survive the closing.

14. Notices. All required notices required shall be effective upon receipt or refusal if in writing and delivered by hand, delivery service providing proof of receipt, or certified mail, return receipt requested, addressed to a party as stated above.

15. Governing Law. This Agreement shall be governed by Maine law.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

17. Waivers. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion. Any waiver by a party must be in writing.

18. Further Assurances. Each party will take all actions and deliver any additional documents as the other party reasonably requests to effectuate the purposes of this Agreement.

19. Entire Agreement. This Agreement contains the entire Agreement between the parties. Any changes to this Agreement must be in writing signed by the parties.

20. Headings. Headings are for reference only and shall not affect interpretation.

21. Severability. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

22. Time Is of the Essence. Time is of the essence of this Agreement.

[SIGNATURE PAGE FOLLOWS]

WITNESS:

CITY OF AUBURN

Name:

2 Vallup

Name:

Peter J. Crichton

By: Peter Crichton
Its City Manager

Timothy Veilleux

EXHIBIT A

EXHIBIT B

MEMORANDUM OF PURCHASE AGREEMENT

SELLER: Timothy Veilleux, with a mailing address of 354 Beech Hill Road,
Auburn, Maine 04210

BUYER: CITY OF AUBURN, a body politic and corporate situated in
Androscoggin County, Maine, with a mailing address of 27 Pine
Street, Auburn, Maine 04240

DESCRIPTION: 23 Broad Street, Auburn, Maine as more fully described in the
attached Exhibit A

DATE OF AGREEMENT: June ____, 2017

DATED: June ____, 2017

2

Timothy Veilleux

STATE OF MAINE
ANDROSCOGGIN, SS

June ____, 2017

Personally, appeared the above-named Timothy Veilleux, and acknowledged the foregoing to be his free act and deed.

Before me,

Notary Public/Attorney at Law

Print Name: _____