

Good Morning, my name is Doreen Bastian and I am here with my husband George Bastian to appeal said decision for Motion to Dismiss claim #23028 based upon State of Ct Argument untimely filing. These dates of Argument are circumstantial of March 14, 2003, then December 16, 2004 and August 14, 2007 and have basis of our true and just claim for substantial hardship that was put upon us and our business which was filed within the one year of statute of limitation July 27, 2012 to the claims commissioner, after speaking to Mr Robert Ike on July 16, 2012 about the protective tree that died and huge trunks of the tree were falling into the roadway and could cause severe harm to cars and to walking pedestrians. I was told that the state would not pay for the removal of the tree and that my husband and I were compensated for the value of the easement. I stated to Mr Robert Ike "we never received compensation and only the prior owner received compensation prior us purchasing said property. This claim was filed July 27, 2012 and construction was completed on August 5, 2011. Appraising a value on a property easement is based upon "its effect on the burdened property" and Ascertain the market value of the whole of the burdened land and property, as if the easement does not exist. This is not just the land over which the easement is exercised, but the larger plot owned by the burdened landowner and the impact of its effect on the burdened property and owners". (see attached appraise value printout, see attached \$280,000 purchase, see attached \$700,00 Glidden 2008 appraisal, see attached Nationwide claim, see attached P & L Bastians Losses, see attached pictures of property construction). We were never paid proper value of easement for this temporary easement that was for four years construction and we suffered substantial hardship between losing business, breaking of sewer lines, water lines, electric lines, surging of large equipment, blocking of business and we ask that this appeal be granted to allow us the substantial hardship and value that should have been compensated to us from the State of Ct DOT and claims commissioner. Thank you.

12/11/2002 \$8300 paid to Elaine prior owner value

3-14-2003 - purchase of property for \$280000.00

1-1-2005 Property was converted and operated under Bastians Countryside Day Spa for retail and spa services

8-14-2007 State of Ct commenced work

6-2-2008 Glidden Appraisal \$700,000

7-29-08 through 6-4-2009 Nationwide claims for water/sewer/electric etc. \$42079 paid by our own insurance (see copy)

8-5-2011 four year project completed

7-27-2012 claim submitted to office of claims commissioner for value of easement never paid to owners

Therefore, I ask that based upon proper information given to us that we had the right to be compensated on July 16, 2012 that we be paid \$50,000 for said value of easement based upon appraisal \$700,000 vs \$280,000 paid purchase price, plus burden put upon owners of business of \$52000 losses on P&L and lossing insurance and having to reorganize said business due to construction claims and damages to Nationwide (see attached).

Thank you. Please see the pictures and realize that we need this committee to do the just and right decision to appeal this claim for payment to owners.

11-2-2011

State of Connecticut
Department of Transportation
171 Salem Turnpike
P.O. Box 1007
Norwich, Ct 06360
Attn: Carl Nelson, District Engineer

Re: Project for tree protective order at 249 East Main Street Branford, Ct
BranfordRiverSpa.com – Doreen Bastian & illegal trailer blocking viewing of entrance
in/out of spa

Dear Carl:

Please find enclosed a letter sent to my neighbor regarding a blocking of view for DOT getting in and out of the driveway at our spa. Please note, I have called all the time and no response for months.

Also, the tree is fully dead and is coming down in large branches. I am afraid the tree went into trauma from the years of construction and just could not withstand the impact. Please have the tree removed before winter storm takes it down and puts it onto the main state road and causes injury.

Please call me at 203-980-3413 if you have any questions. Thank you.

Doreen Bastian
Branford River Spa
249 East Main Street
Branford, Ct 06405
203-488-5902

May 21, 2012

State of Connecticut
Department of Transportation
District II
171 Salem Turnpike
Norwich, Ct 06360
Attn: Carl Nelson

Re: Letter dated May 16, 2012

Dear Carl:

I am in receipt of your letter dated May 16, 2012 and have spoken Brian Gustafson and Eileen in your department in regards to the removal of the dead maple tree. I will first address each of the matters starting with the protective order that was placed on the tree prior to my purchasing the property.

This protective order was to uphold the tree that needed "not to be cut down" but try to save a vital tree that has been on this property over a 100 years. This tree could not speak so I spoke for the tree that it was determined by the previous owners that doing said construction "the tree needed to be protected and therefore was put on the land records as such".

The letter dated September 17, 2007 from my attorney, does not state this was agreed upon but states in paragraph one "I wish to confirm the issues we addressed at our meeting in an effort to avoid any misunderstanding in the future. This confirmation is NOT INTENDED TO BE "LEGALISE" IN NATURE BUT RATHER TO SERVE AS A SUMMARY of our understanding of the issues we discussed in an effort to have you and/or Mr. Taylor provide clarification if our understanding is incorrect."

Paragraph 2 states "This also confirms YOU (meaning Mr. Robert Ike) made it clear to my client that in the event the tree subsequently dies as a result of the construction, the Connecticut DOT will not take responsibility for removal of the tree." Mr. Robert Ike, certainly TOLD me this would be the fact "THAT TREE IS COMING DOWN", and there was no discussion nor agreement that I would bear this expense or burden if you failed to meet the protective order OR failed to take his abrupt do it or else statement.

The State of Ct DOT failed to meet said protective order by NOT IRRIGATING the tree. I had to put my own small hose on the tree, because your DOT did not want to take the recommendation of putting a tank to irrigate said tree. Therefore your statement "We went above and beyond in complying with his (tree man) recommendations" is totally untrue.

called
6/20/12
spoke to Carl Nelson
he referred
letter back to
Bob Ike. called
CM

860-594-2444

I stated to your department, that the tree was going to cause a hazard and that the tree needed to be removed from the DOT, which instead was told to me that it is my problem not the State of Connecticut. You state that you spent over \$8000 to save the tree, but the State of Ct failed to give it the number one nutrient "water". I am sorry that the State of Connecticut does not want to take the responsibility for killing the tree. It is true it was slowly declining and needed to be pruned, but in NO WAY would the tree have died within another 20 to 30 years. The DOT needs to be responsible for the cost of removal of the tree. I have now paid for the removal of said tree, since your department does not care about the nature of preservation nor the safety that it had caused to Route one traffic and pedestrians.

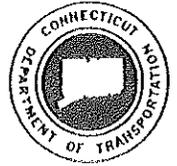
I have enclosed a bill for the tree and have forwarded this letter to parties in reimbursing us for the damages you have caused my property and business. This was nonsense. Building a temporary bridge that caused casualty to my business production and land, when in fact the State of Ct could have rerouted said traffic down Mill Plain Road and up Tommy Sullivan's roadway to avoid needless taxpayer money expenses.

Sincerely,

Doreen Bastian
249 East Main Street
Branford, Ct 06405



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860)594-2444

June 26, 2012

Ms. Doreen Bastian
249 East Main Street
Branford, Connecticut 06405

Dear Ms. Bastian:

Subject: State File No. 014-166-004
Elaine L. Melvin
Town of Branford

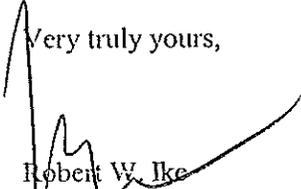
This is to acknowledge receipt of your letter to Mr. Carl Nelson dated May 21, 2012 concerning the subject project and property.

As discussed, we will meet on July 16, 2012 to review the subject acquisition file.

The file examination will find that the previous owner was compensated for all the property rights and improvements prior to conveying the property to you.

If you should have any questions in the interim, please contact me at the number above.

Very truly yours,


Robert W. Ike
Supervising Property Agent
Administration Division
Office of Rights of Way



7012 0470 0002 2203 2147

Return Receipt
requested showing
address where
delivered



1000



06105

U.S. POSTAGE
PAID
BRANFORD, CT
JUL 27 9 12
AMOUNT
\$7.40
00068336-10

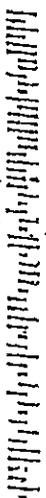
Office of the
Claims Commissioner

999 Asylum Ave.

Hartford CT

06105

first class



How to Appraise a Value on a Property Easement

by Jayne Thompson, Demand Media

Easements are the right to use another person's land for a specific purpose. They can benefit only a named individual, or they can be "easements appurtenant," which means that they attach to and run with the benefiting land, no matter who owns it. Easements are an interest in land and, as such, they have a value. Determining that value is important, both on the acquisition of a proposed easement, and when the burdened is being sold.

Gather details of the easement. If it is already granted, obtain a copy of the easement deed. The value of the easement depends on its location, purpose and use. Put simply, appraisers do not value the easement itself, but its effect on the burdened property. For example, a small gutter overhang between two residential houses is unlikely to have any impact on the use of the burdened house, so has minimal value. A large right of way that prevents an owner from developing his tract of land is another matter.

Ascertain the market value of the whole of the burdened land, as if the easement does not exist. This is not just the land over which the easement is exercised, like the width of a right of way, but the larger plot owned by the burdened landowner. Express the market value as an appropriate per unit value (per square foot, per acre). This is your "before scenario."

Consider the remainder. This is the burdened landowner's larger tract of land, less the easement area. Value the remainder on the basis that it is subject to the easement. Use comparison or paired sales analysis to assess the value of other plots in the locality, sold with and without the burden of a similar easement, to ascertain the impact of the easement. Adjust for special circumstances; for example, the easement will have a lesser value on the remainder if it is limited in time. Express the value according to your price per unit. This is your "after scenario."

Measure the easement land. Include the whole length and width. Do this by reference to plans and a ground inspection. Deduct the "after scenario" value from the "before scenario" value to arrive at a value per unit of the easement land. Multiply by the measured area of the easement land to arrive at a total market value.

Nationwide
Cancellation
Letter

June 1, 2009

BASTIAN COUNTRYSIDE DAY SPA LLC
23 AVON RD
BRANFORD CT 06405-2503

Policy #: 51 BO 106-593-3001

We have appreciated the opportunity to provide this protection for you. At this time, however, we find we are unable to continue your insurance due to day spas are not an eligible class of business for Nationwide.

This is notice that your policy(ies) is cancelled effective 08/07/2009, at 12:01 a.m., or at 12:00 noon for policies with this provision. Your cancellation date will be earlier if any premiums due are not paid as billed.

Because this protection is very important in your operations, we urge you to obtain other insurance promptly. This notice should provide sufficient time to make other arrangements.

Any credit will be mailed to you in the near future.

Sincerely,

*Nationwide Mutual Insurance Company
Nationwide Mutual Fire Insurance Company
Nationwide Property And Casualty Insurance Company*

Olga Johnson/emd

A18

Agent: MJ Azzaro 1101539-06

cc: FILE

Firm Mail

REPORT #1795 - B

N A T I O N W I D E I N S U R A N C E C O M P A N I E S

REQUESTOR - NAPIERD

PAGE - 0001

POLICY #51 BO 106-593-3001
ISO BUSINESS OWNERS

P O L I C Y L O S S R E C O R D R E P O R T
PREPARED FOR
BASTIAN COUNTRYSIDE DAY SPA
LLC
23 AVON RD
BRANFORD CT 06405

AGENT

06-1101539

EXPERIENCE PERIOD
08/07/07 TO 08/07/09

SIC CODE - 723100

AS OF
02/17/14

COUNTY CODE - 005

CLAIM NUMBER	LOSS DATE	REPORTED DATE	LOSS TIME	ADI CODE	CLAIMANT NAME	CLAIM STATUS	RATE STATE	LOCATN NUMBER	BUREAU CLASS	LIAB CLASS	PHYSDMG CLASS	VEH ID NUMBER	MADE DATE	NET PAID LOSS
190156	06/04/09	06/04/09	0001	99	PER CALLER: EASEMENT WITH STRUCTURAL RESULTED IN LOSS OF BUSINESS, ELECTRICAL, WATER, GAS LINES ETC.....	CLOSED	CE							\$0
LOSS LOCATION : 249 E MAIN ST BRANFORD CT 06405 NEW HAVEN CO														
BUSINESS OWNERS	BLD CON	CLOSED				\$0			\$0					\$0
	TE-BE	CLOSED				\$11,841			\$0					\$0
CLAIM TOTAL						\$11,841			\$0					\$11,841
190222	03/03/09	06/19/09	1200	09	WATER IN BASEMENT	CLOSED	CE							\$0
LOSS LOCATION : 249 E MAINST BRANFORD CT CO NEW HAVEN														
BUSINESS OWNERS	BLD	CLOSED				\$0			\$0					\$0
	TE-BE	CLOSED				\$2,395			\$0					\$0
CLAIM TOTAL						\$2,395			\$0					\$2,395
188953	12/10/08	12/11/08	1250	99	PER AGT: UNK WATER COMPANY IS TURNING WATER OF TO PH'S BLD SO WATER MAIN WORK CAN BE DONE AND PH IS FILING CLAIM FOR LOSS OF BUSINESS. PLS VERIFY, LOSS LOCATION : 249 E MAIN ST BRANFORD CT 06405 NEW HAVEN CO	CLOSED	CE							\$0
BUSINESS OWNERS	BLD	CLOSED				\$0			\$0					\$0
	TE-BE	CLOSED				\$2,395			\$0					\$0
CLAIM TOTAL						\$2,395			\$0					\$2,395

REPORT #1795 - B

NATIONWIDE INSURANCE COMPANIES
POLICY LOSS RECORD REPORT

REQUESTOR - NAPTERD

PAGE - 0002

POLICY #51 80 106-593-3001
08/07/07 TO 08/07/09
AS OF 02/17/14

BASTIAN COUNTRYSIDE DAY SPA

CLAIM NUMBER	LOSS DATE	REPORTED DATE	LOSS TIME	ADI CODE	CLAIMANT NAME	RESERVE	LOSS PAYMENTS	RATE STATE	LOCATN NUMBER	BUREAU CLASS	LIAB CLASS	PHYSDMG CLASS	VEH ID NUMBER	CLAIM DATE	MADE	NET LOSS	
190227	08/04/08	06/22/09	0001	99	EASEMENT WITH STRUCTURE RESULTED IN LOSS OF BUSINE SS, ELECTRICAL, WATER, GAS LINES, ETC	CLOSED	CE										
LOSS LOCATION : 249 E MAIN ST, BRANFORD CT 06405 NEW HAVEN CNTY																	
BUSINESS OWNERS																	
					BLD	CLOSED	\$5,200									\$0	\$5,200
					CON	CLOSED	\$0									\$0	\$0
					TE--BE	CLOSED	\$3,992									\$0	\$3,992
					CLAIM TOTAL		\$9,192									\$0	\$9,192
.....																	
190183	07/29/08	06/11/09	1201	99	THE INSD. EXPERIANCE A BLACK OUT AND DISCOVERED THE WIRING WAS INSTALLED INCORRECTLY BY THE ELECTRIC CONTRATOR.	CLOSED	CE										
LOSS LOCATION : 249 E MAIN ST BRANFORD, CT 06405																	
BUSINESS OWNERS																	
					CON	CLOSED	\$6,675									\$0	\$6,675
					TE--BE	CLOSED	\$9,581									\$0	\$9,581
					CLAIM TOTAL		\$16,256									\$0	\$16,256
.....																	
					POLICY TOTAL		\$42,079									\$0	\$42,079

Bastians Countryside Day Spa LLC
Profit & Loss
December 12, 2004 through August 5, 2011

Dec 12, '04 - Aug 5, '11

Other Expense	
Other Expenses	
misty bartlet co pay insurance	31.00
Total Other Expenses	<u>31.00</u>
Total Other Expense	31.00
Net Other Income	7,938.22
Net Income	<u><u>-54,149.02</u></u>

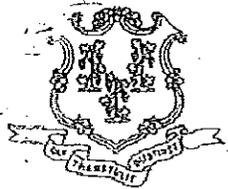
[Signature]

Bastians Countryside Day Spa LLC
Profit & Loss
December 12, 2004 through August 5, 2011

Dec 12, '04 - Aug 5, 11

Professional Fees	13,738.81
Accounting	1,447.72
building plans	250.00
inspections	3,654.50
Legal Fees	3,289.56
Professional Fees - Other	22,380.59
Total Professional Fees	147,864.28
Repairs and maintenance	178.36
Rent	38,316.81
Computer Repairs	8,543.00
construction repairs	5,657.52
driveway	803.05
electrical repairs	5,775.00
Equipment Repairs	1,595.30
flooring	34,793.95
landscaping	4,383.50
maintenance	5,249.48
painting	23,716.06
plowing	1,611.53
plumbing	1,299.00
Repairs	13,740.04
roofing repairs	145,662.60
Repairs and maintenance - Other	8,660.13
Total Repairs and maintenance	8,660.13
security	3,839.00
Subcontract	21,144.96
tonys masonary	6,928.63
ALYSSA SERRA	19,538.32
barbara mishder	41.25
cheryl weymann	3,986.45
DIANE CIPOLINI-MAYO	464.68
drothy ruggiere	72.00
jessica detrocco	1,995.00
kari van steenburgh	859.04
ken bastian	18.00
lindsay yelle	46,264.26
lisa mcdowall	396.00
michael hoyt	336.73
SHERI DEFIPONE	1,709.18
sofy torres	160.00
TARA GORMAN	1,859.00
vivan lawrence	
Subcontract - Other	
Total Subcontract	109,622.50

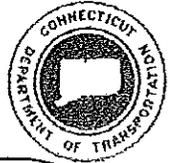
4 124617.76



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2485



copy

August 14, 2012

Ms. Doreen Bastian
249 Countryside Day Spa, LLC
Branford, CT 06405

Dear Ms. Bastian:

Subject: State Project No. 14-166-004
Elaine L. Melvin
Town of Branford

This is in reply to your letter dated July 27, 2012, to the Manager of Rights of Way concerning the subject project and property.

On December 11, 2002, the Department of Transportation (Department) acquired certain property rights from Ms. Elaine L. Melvin for intersection improvements U.S. Route 1 and Mill Plain Road. Ms. Melvin was compensated monetarily for the required property rights.

One of the property rights acquired was an easement for temporary work area as described below:

- Easement for temporary work area for construction of a bridge for temporary relocation of U.S. Route 1 including the right to install all necessary appurtenances thereto acquired. Said easement to automatically terminate upon completion of intersection improvements on U.S. Route 1 unless sooner released by the state. Temporary easement taken under this paragraph will be restored by removal of all temporary installations and by grading and seeding the area as shown on the construction plans to match the approximate slope limits.

This language for the temporary easement is denoted in the acquisition map that was filed at the Branford Land records. As indicated in your correspondence you acquired the property in 2004 and were subject to the State's easement for temporary work area.

The Empire Paving Company was awarded the construction contract on June 29, 2007 and work commenced on August 14, 2007. The construction activities were completed on August 5, 2011. As indicated in the temporary easement language the property is no longer subject to our easement for temporary work area because our agent has completed the construction activities. Our temporary easement is not subject to any statute of limitations that are known of in the Connecticut General Statutes.

Ms. Doreen Bastian

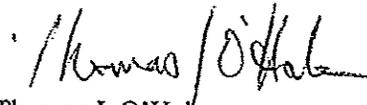
- 2 -

August 14, 2012

The Commissioner of Transportation under Connecticut General Statutes, Sections 13A-73 and 13A-98e does not have the statutory authority to offer additional compensation for property rights to a successor in title where the State already has an interest in the property. Therefore, the State cannot honor your request for compensation because you were not the fee owner at the time of closing on December 11, 2002.

If you should have any additional questions please contact Mr. Robert W. Ike at (860) 594-2444.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas J. O'Hala". The signature is written in a cursive style with a large initial "T" and "O".

Thomas J. O'Hala
Division Chief
Administration Division
Office of Rights of Way

II. ARGUMENT

The Respondent moves to dismiss Claimant's claim because it was untimely filed, and therefore, the Claims Commissioner is without jurisdiction to hear this matter. Claimants filed their claim on July 27, 2012. There are three possible "accrual dates" which means the date when the alleged damage to Claimants was sustained or discovered or in the exercise of reasonable care should have been discovered. The first accrual date, which the Respondent believes the Claim Commissioner should use as the only accrual date is March 14, 2003, when Claimants purchased the Claimants' Property from Elaine L. Melvin, subject to the temporary work easement in favor of the State of Connecticut. The second possible accrual date is December 16, 2004, when Claimants allege in their notice of claim the DOT's temporary work easement from Ms. Melvin to the State of Connecticut expired. The third possible accrual date is August 14, 2007, the date construction commenced as contained in Robert W. Ike's affidavit, attached as Exhibit F and Thomas J. O'Hala's letter, attached as Exhibit G. The Claimants failed to file their claim within one year of the "accrual date" (March 14, 2003 or possibly December 16, 2004, or August 14, 2007) as required by Conn. Gen. Stat. § 4-148(a). Therefore, the Claims Commissioner lacks subject matter jurisdiction to hear this claim because it was untimely filed.

A. **A Motion to Dismiss is the Proper Remedy.**

A motion to dismiss is the proper vehicle to test the jurisdiction of the Court. Zizka v. Water Pollution Control Authority of the Town of Windham, 195 Conn. 682,

685-687 (1985); Connecticut Practice Book § 10-31.³ When the subject matter jurisdiction is challenged, "cognizance of it must be taken and the matter passed upon before it can move one further step in the cause as any movement is necessarily the exercise of jurisdiction." Baldwin Piano and Organ Co. v. Blake, 186 Conn. 295, 297 (1982) (internal quotation marks and citations omitted). "Any claim of lack of jurisdiction over the subject matter cannot be waived; and whenever it is found after suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter the court shall dismiss the matter." Park City Hospital v. Commissioner of Hospitals & Health Care, 210 Conn. 697 (1989).

B. The Claims Commissioner Should Dismiss the Claimants' Claim Because the Claims Commissioner is Without Jurisdiction to Consider Untimely Filed Claims.

Chapter 53 of the Connecticut General Statutes establishes a procedure for presenting claims against the state to the Claims Commissioner. Section 4-148(a) of Chapter 53 provides that "no claim shall be presented under this chapter but within one year after it accrues ..." Section 4-148(a) further states that "claims for injury to person or damage to property shall be deemed to accrue on the date when the damage or injury is sustained or discovered or in the exercise of reasonable care should have been discovered, provided no claim shall be presented more than three years from the date of the act or event complained of."

Since the right to bring a claim against the state is a statutory right in derogation of the common law, observing the time limitation contained in § 4-148(a) is a jurisdic-

³ Connecticut Practice Book §10-31 states, in relevant part, "The motion to dismiss shall be used to assert (1) lack of jurisdiction over the subject matter...This motion shall always be filed with a supporting memorandum of law, and where appropriate, with supporting affidavits as to facts not apparent on the record."

INVOICE - LAND PAYMENT VOUCHER
STATE OF CONNECTICUT
DEPT. OF TRANSPORTATION

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER

P.O. BOX 317546, NEWINGTON, CT 06131-7546
CLA-13 (CO-17) REV. 8/96

14

5 0230085 CAP/REW

(1) AGENCY NUMBER 5000	(2) BATCH NUMBER 07716	(3) DOC. TYPE IN	(4) DOCUMENT NUMBER 5 0230085	(5) DOCUMENT AMOUNT \$8,300.00
(6) DOCUMENT DATE 091602	(7) RECEIPT DATE 100802	(8) COM. NO.	(9) COM. TYPE 5000	(10) COM. AGY.
(11) LIQ.				(12) RPT. TYPE
(13) VENDOR FEW/SSN - SUFFIX DWO 32 0141				(14) ARE YOU INCORPORATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(15) ARE YOU A NON-PROFIT ORGANIZATION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				EXHIBIT C
PAYEE: Elaine L. Melvin 249 East Main Street Branford, Connecticut 06405				

17) VENDOR BILLING INFORMATION - ONE LINE OF 32 CHARACTERS (E.G., VENDOR INVOICE NUMBER, CLIENT NAME, DATE, ETC. FOR RECONCILIATION OF VENDORS' ACCOUNTS RECEIVABLE)
File No. 14-166-04

RETURN TO DEPT

In consideration for easements to be acquired for the intersection improvements U.S. Route 1 and Mill Plain Road as shown on a map entitled: "Town of Branford, Map showing Easement Acquired from Elaine L. Melvin, By The State of Connecticut, Department of Transportation, U.S. Route 1 and Mill Plain Road, Scale 1:500, April 2000, James F. Byrnes, Jr., P.E. Transportation Chief Engineer, Bureau of Engineering and Highway Operations, Town No. 14, Project No. 14-166, Serial No. 4, Sheet 1 of 1".

EIGHT THOUSAND THREE HUNDRED DOLLARSZ.....\$8,300.00

The above award is in full settlement for the easements acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition.
The State and Owner further agree:
That the owner will convey by instrument free and clear of all encumbrances as of record appear.
That payment will be made by check of the Treasurer of the State of Connecticut at the date of closing.
That this agreement is subject to the approval of the State Properties Review Board in accordance with the General Statutes of Connecticut.
Pursuant to Section 13a-79 of the Connecticut General Statutes as revised, payment of interest will commence ninety (90) days from the date of final agreement approval.
Pending the delivery of a good and sufficient deed, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.

Approved by: Rowland Bailek Date: 10/21/02
Chairman Rowland Bailek
State Properties Review Board

AGENCY APPROVAL: Elaine L. Melvin 014-166-004 9-16-02 ab

PAYMENT OF ABOVE AUTHORIZED IN SECTION 13a-73(c) General Statutes of Connecticut as revised.

DEPT. OF TRANSPORTATION USE				FEDERAL PARTICIPATION <input type="checkbox"/> YES <input type="checkbox"/> NO	CODED BY	REVIEWED BY	DATE REVIEWED					
DOT CODING												
CARD CODE	PURCH. ORD. OR RESV.	BUDGET DESIG. APPR. FUNCT.	UNIT	TOWN CODE	AND/OR PROJ. NO.	ACT.	CLASS	SERV. ORD. NO.	PURCHASE REQ. NO.	DETAIL AMOUNT	ADJUSTMENT DEBIT	CREDIT
										6542		
RECEIVED CHECK NO. 6542 IN AMOUNT OF \$ 8,300.00 IN PAYMENT OF ABOVE.												
DATE 12-11-02 Elaine L. Melvin												

OWNER'S SIGNATURE & DATE
Elaine L. Melvin 9/23/02









SPA PARKING
→

MOTHERS DAY
* GIFTS *
\$45 MASSAGE
\$39 PEDICURE
\$20 BREMIN
APPLICATION
466-5902 *

MOTHERS DAY
Redress
Body
1 Handsocks
Wraps
Hair Removal
Call Cards
466-5902

BUSINESS
OPEN

CAT

GROVE

B
D

APPRAISAL REPORT OF

Bastian's
249 E Main St
Branford, CT 06405

AS OF

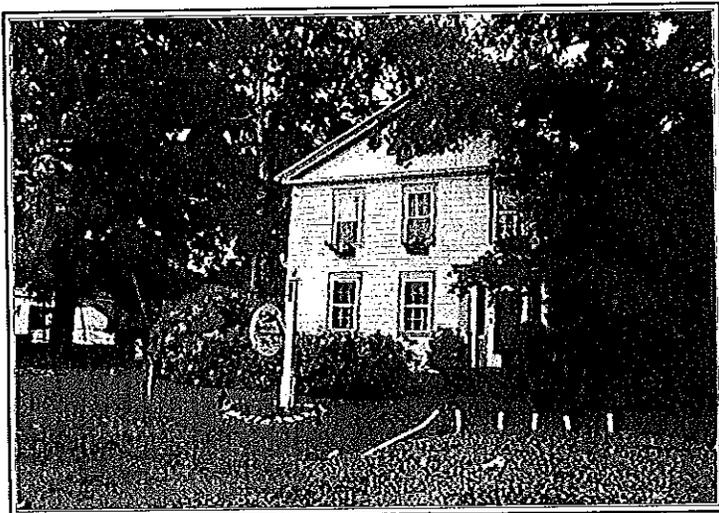
June 2, 2008

PREPARED FOR

Doreen Bastian
249 E Main St
Branford, CT 06405

PREPARED BY

GLIDDEN APPRAISAL SERVICES, LLC
ERIC M. GLIDDEN
9 GROVE STREET
CLINTON, CT, 06413



GLIDDEN APPRAISAL SERVICES, LLC
9 GROVE STREET
CLINTON, CT, 06413

June 13, 2008

Doreen Bastian
249 E Main St
Branford, CT 06405

RE: Bastians Country Day Spa
249 E Main St
Branford, CT 06405
File No. 249 E MAIN
Case No.

Dear Client,

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

249 E Main St, Branford, CT 06405

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

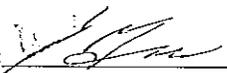
An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of June 2, 2008 is:

\$ 700,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature:  _____

ERIC M. GLIDDEN
GLIDDEN APPRAISAL SERVICES, LLC

SUMMARY APPRAISAL REPORT

File No. 249 E MAIN

Case No.

THIS IS A SUMMARY APPRAISAL REPORT AS DEFINED AND PERMITTED BY THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE. THIS REPORT CONTAINS A SUMMARY OF ALL INFORMATION SIGNIFICANT TO THE SOLUTION OF THE APPRAISAL PROBLEM WHICH IS IN THE APPRAISER'S FILE.

TYPE OF APPRAISAL: Complete Appraisal Limited Appraisal (see attached addendum for explanation of permitted departures from specific guidelines of USPAP standard 1)

CLIENT: Doreen Bastian Census Tract: Map Reference: Assessor Map F6 block 5 lot 13 - See exhibit

PROPERTY IDENTIFICATION AND SUMMARY DESCRIPTION: Street 249 E Main St

City Branford State CT Zip 06405 Description Volume 917 Page 70 Branford Land Records - Quitclaim deed

Owner: Bastians Countryside Day Spa LLC acquired title 7/1/05. Prior sale to Geo Bastian 3/14/03 \$280,000. Annual taxes \$7,171.89

REAL PROPERTY INTEREST: Fee Simple Leasehold Project Type: PUD Condominium HOA\$ Mo.

PURPOSE OF THE APPRAISAL: To estimate market value Other

INTENDED USE OF THE APPRAISAL: For loan security purposes Other Portfolio review - private use

SUMMARY OF THE APPRAISAL PROCEDURES FOLLOWED: Scope of work includes interior / exterior inspection of subject property, exterior inspection of comparable sales, collection, verification and analysis of comparable sales data, reconciliation of data into a final value estimate.

SUMMARY OF THE EXTENT OF THE PROCESS COLLECTING, CONFIRMING AND REPORTING DATA: City hall data collection and verification, interior and exterior inspection of subject property, analysis of data and final market value conclusion.

NEIGHBORHOOD SUMMARY: Note: Race and Racial composition of the neighborhood are not appraisal factors

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	Single Family housing	Present land uses %	Land use change
Built Up	<input type="checkbox"/> Over 75 %	<input checked="" type="checkbox"/> 25-75 %	<input type="checkbox"/> Under 25 %	<input checked="" type="checkbox"/> Owner	PRICE \$ (000)	One family 35	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input type="checkbox"/> Tenant	AGE (yr)	2-4 family 5	<input type="checkbox"/> In process
Property values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant(0-5%)	250 Low 25	Multi-family 5	To: _____
Demand/supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> In balance	<input checked="" type="checkbox"/> Over supply	<input type="checkbox"/> Vacant(over 5%)	450 High 100	Commercial 55	
Marketing time	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.		Predominate		
					350 50		

Neighborhood boundaries, characteristic, marketability of properties, marketing time, trends, and supply and demand: S side of Branford along heavily traveled US RT 1. Bordered by I-95 to N, N Branford Rd, Rt 139 to E, Pine Orchard Rd to S, downtown CBD to W. Primarily commercial / retail uses.

SUMMARY OF SITE DATA: S side E Main, across from intersect Mill Plain Rd. 2.35 Ac. Busns BR zone. CT river borders to S, W. Legal site/use.

SUMMARY DESCRIPTION OF THE IMPROVEMENTS: Site improvements include a detached, 2+sty frame colonial style originally built 1800+- as single family. Converted / modernized to Day Spa use in '04-'05. 8+ rooms, 2 full, 1 half bath, 2,100 sq ft. 2 story covered deck/porch side.

SUMMARY OF THE APPRAISAL'S OPINION OF THE HIGHEST AND BEST USE: Continued present retail spa use due to substantial remodeling and modernization for said use. Could be converted back to 1F, multi fam, retail and/or professional office use, subject to building/zoning regs.

SUMMARY OF THE SALES COMPARISON APPROACH: Comparable retail sales data in New Haven County market sector in past year is rated avg.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
Address	249 E Main St Branford, CT 06405	229 E Main St Branford, CT 06405	680 Boston Post Rd Guilford, CT 06437	1522 Boston Post Rd Old Saybrook, CT 06475	
Proximity to subject		0.32 miles W	6.57 miles E	19.70 miles E	
Sales Price	\$	\$ 605,000	\$ 585,000	\$ 575,000	
Price/Gross Liv. Area	\$ 0.00	\$ 204.39	\$ 220.67	\$ 332.75	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustments	DESCRIPTION	+(-) Adjustments
Sale/Financing Concessions		Bank sale		Arms Length	
Date of sale/Time		01/30/08		10/17/07	02/06/07
Location	Rt 1	Rt 1		Rt 1	
Site	2.35 Ac/BR zn	0.35 Ac/BL zn	+60,500	0.39 Ac/C4 zn	+58,500
View	Cmmrc/retail	Cmmrc/retail		Cmmrc/retail	
Design and Appeal	Antique Colonial	Storefront		Storefront	
Quality of Construction	Frame/avg	Brick/avg		Frame/avg	
Age	Blt 1800 orig	Blt 1971		Blt 1940	
Condition	Good/total rehab	Average/vacant	+60,500	Average	+58,500
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths	
Room Count	8 3 2F1H			4 2H	
Gross Living Area	2,100 Sq. ft.	2,960 Sq. ft.	-21,500	2,651 Sq. ft.	-13,775
Basement	Full unfinished	None / slab on grd		Full unfinished	
Functional Utility	Good for Spa use	Vacant storefront		Retail use	
Heating/Cooling	Central/CAC	Central/CAC		Central/no AC	+5,000
Garage/Carport	On site parking	On site parking		On site parking	
	Cov deck/porch			Deck/porch	
Net Adjustments		<input checked="" type="checkbox"/> + <input type="checkbox"/> - 99,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> - 108,225	<input checked="" type="checkbox"/> + <input type="checkbox"/> - 95,550	
Adjusted Sales Price		N=16%G=24%\$ 704,500	N=19%G=23%\$ 693,225	N=17%G=17%\$ 670,550	
INDICATED VALUE BY THE SALES COMPARISON ANALYSIS				\$ 700,000	

SUMMARY OF THE COST APPROACH OR THE SUPPORTED REASON FOR IT'S EXCLUSION: Cost approach not applicable due to age, and is not developed. Sales comparison approach concluded to be most applicable and is given most weight. Quality/quantity of comparable sales data rated fair/avg.

SUMMARY OF THE INCOME APPROACH OR SUPPORTED REASONS FOR IT'S EXCLUSIONS: Income approach not developed. Typically, day spa uses tend to be owner occupied and not bought/sold for income producing potential as investment properties.

SUMMARY OF THE INFORMATION CONSIDERED AND THE REASONING THAT SUPPORTS THE ANALYSES, OPINIONS AND CONCLUSIONS AND ANY ADDITIONAL INFORMATION TO SHOW COMPLIANCE WITH OR DEPARTURE FROM STANDARD 1: Sales 1-2-3 are retail/commercial sales along Boston Post Rd in Branford, Guilford and Old Saybrook, and were selected for comparable Boston Post Rd, Rt 1 visibility/accessibility factors. "Sales" 4-5 are current, active MLS listings in the Branford market sector, and are included as additional market evidence of value.

SPECIAL ASSUMPTIONS AND LIMITING CONDITIONS THAT EFFECT ANALYSIS, OPINIONS AND CONCLUSIONS: Estimated adjustments have been made to the sales for differing lot sizes, conditions and building area. Bath counts are estimated. Final value concluded to be market reflective on 6/12/08.

A statement of the normal assumptions and limiting conditions that effect the analyses, opinions and conclusions is attached to this report.

DEFINITION OF VALUE: Definition of market value attached with limiting conditions.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS SUBJECT OF THIS REPORT TO BE \$ 700,000

My analysis, opinions and conclusions were developed, and this Summary Appraisal Report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Standards Board of the Appraisal Foundation.

SIGNATURES AND DATES OF REPORTS: Effective Date of the Appraisal: June 2, 2008 Date of Report: June 13, 2008

APPRAISER ERIC M. GLIDDEN SUPERVISORY APPRAISAL:

Address 9 GROVE STREET Address

City CLINTON State CT Zip 06413 City State Zip

I inspected the interior exterior of the subject property. I inspected the interior exterior of the subject property.

Signature: Signature:

State CT Cert/License # RCG.0000236 Expires 04/30/09 State Cert/License # Expires

Date Signed: June 13, 2008 Date Signed:

GLIDDEN APPRAISAL SERVICES, LLC
EXTRA COMPARABLES 4-5-6

File No. 249 E MAIN
Case No.

Borrower Bastians Country Day Spa
Property Address 249 E Main St
City Branford County New Haven State CT Zip Code 06405
Lender/Client Doreen Bastian Address 249 E Main St, Branford, CT 06405

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	249 E Main St Branford, CT 06405	191 Montowese St Branford, CT 06405	480 W Main St Branford, CT 06405	
Proximity to Subject		1.16 miles SW	2.53 miles W	
Sales Price		\$ **595,900	\$ **514,900	
Price/Gross Liv. Area	\$ 0.00	\$ 285.39	\$ 217.17	\$
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjustment	DESCRIPTION +(-)\$ Adjustment	DESCRIPTION +(-)\$ Adjustment
Sales Financing Concessions		** Active listing	** Active listing	
Date of Sale/Time		List date 4/27/07	List date 4/11/08	
Location	Rt 1	Branford Green	Rt 1	
Site	2.35 Ac/BR zn	0.21 Ac / BR zn +59,590	0.57 Ac/BL zn +51,490	
View	Cmmrc/retail	Cmmrc/retail	Cmmrc/retail	
Design and Appeal	Antique Colonial	Antique Colonial	Colonial	
Quality of Construction	Frame/avg	Frame/avg	Frame/avg	
Age	Blt 1800 orig	Blt 1890	Blt 1937	
Condition	Good/total rehab	Average +59,590	Fair/Average +102,980	
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	8 3 2F1H			
Gross Living Area	2,100 Sq. Ft.	2,088 Sq. Ft.	2,371 Sq. Ft. -6,775	Sq. Ft.
Basement & Finished Rooms Below Grade		Full unfin bsmt	Full unfin bsmt	
Functional Utility	Good for Spa use	2F/potntl offc/retail	1F/potntl offc/retail	
Heating/Cooling	Central/CAC	Central / no AC +5,000	Central / no AC +5,000	
Garage/Carport	On site parking	On site parking	On site parking	
	Cov deck/porch			
Net Adj. (total)		X + - 124,180	X + - 152,695	X + - 0
Adjusted Sales Price		N: 21% G: 21% \$ 720,080	N: 30% G: 32% \$ 667,595	N: 0% G: 0% \$ 0

Comments on Comparables: The subject property presents a difficult appraisal problem. Under current ownership, the antique improvement has been totally rehabbed to current building and zoning codes for its present day spa use. There are numerous, specialized fixtures, equipment and amenities that are specific to its day spa use. As such, a comparative sales analysis becomes more difficult, as estimated adjustments to selected sales data for differing elements of comparison is difficult to quantify, and based upon the appraiser's judgment and opinion.

Based upon the scope of work as performed in the completion of the appraisal, and the data presented in this summary appraisal report, it is my opinion that the final estimate of value is supported.

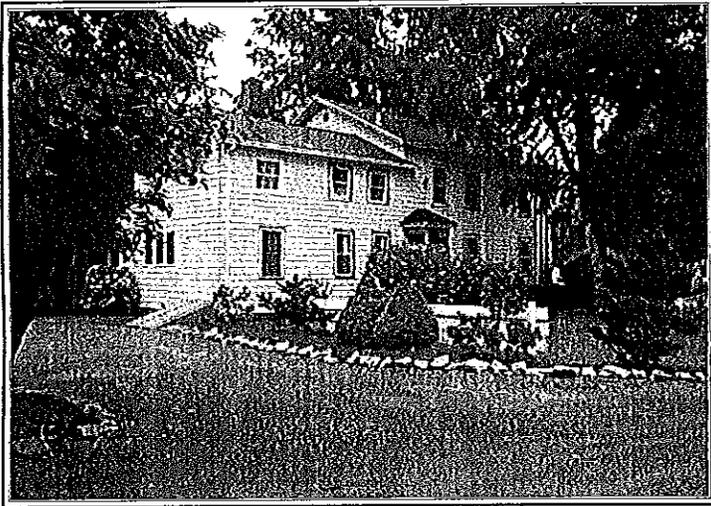
IT IS NOTED THAT THE ESTIMATED VALUE IS OF THE SUBJECT REAL ESTATE (LAND AND BUILDING) ONLY.
IT IS NOT IN ANYWAY BASED UPON THE ONGOING BUSINESS OPERATION AS A DAY SPA, OR UPON ANY BUSINESS VALUE.
A SEPARATE BUSINESS VALUATION BY A QUALIFIED PROFESSIONAL IS RECOMMENDED.

Borrower Bastians Country Day Spa

Property Address 249 E Main St

City Branford County New Haven State CT Zip Code 06405

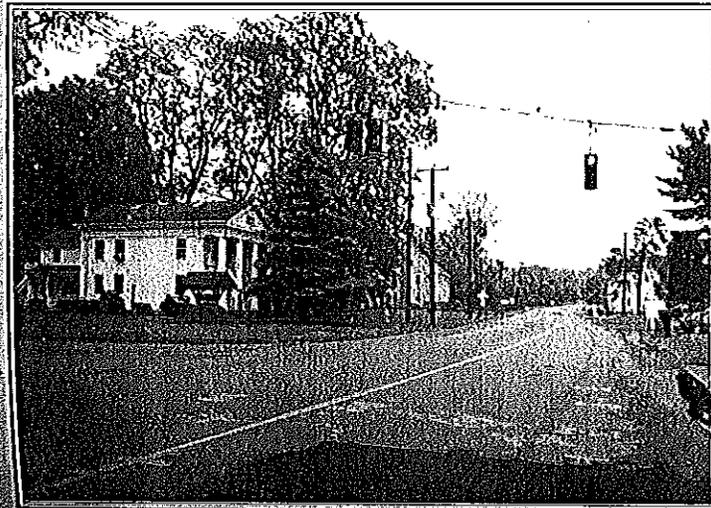
Lender/Client Doreen Bastian Address 249 E Main St, Branford, CT 06405



**FRONT OF
SUBJECT PROPERTY**
249 E Main St
Branford, CT 06405



**REAR OF
SUBJECT PROPERTY**
Other front & W side view



STREET SCENE

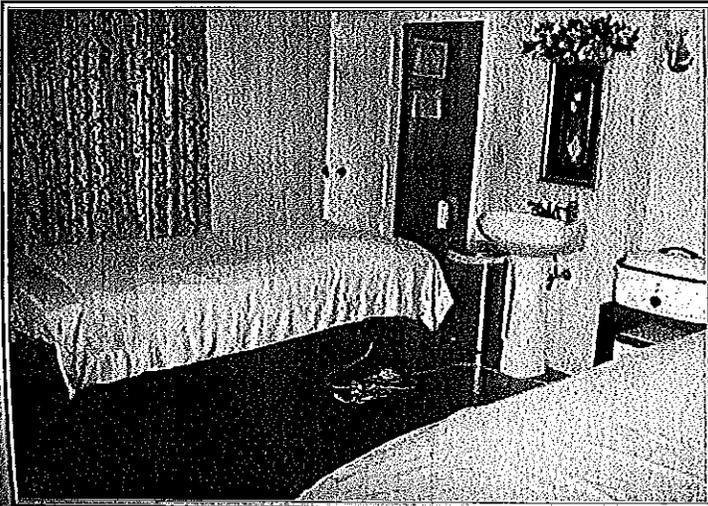
Borrower Bastians Country Day Spa
Property Address 249 E Main St
City Branford County New Haven State CT Zip Code 06405
Lender/Cient Doreen Bastian Address 249 E Main St, Branford, CT 06405



Relaxation / waiting room



Pedicure / manicure room

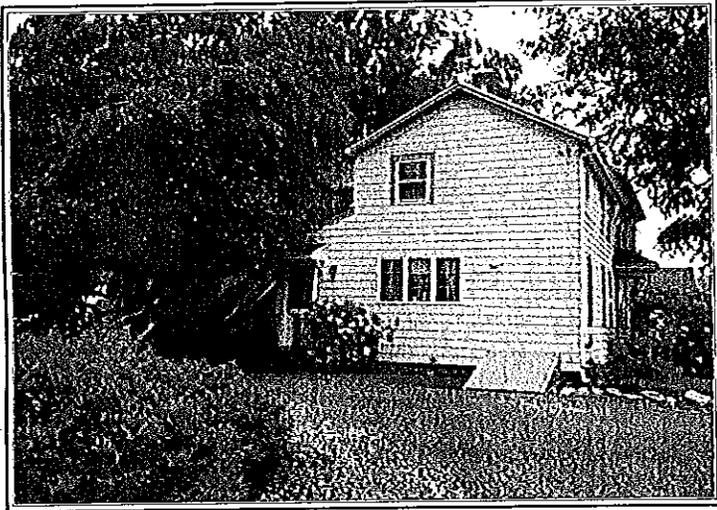


Massage treatment room w/sink

GLIDDEN APPRAISAL SERVICES, LLC
SUBJECT PHOTO ADDENDUM

File No. 249 E MAIN
Case No.

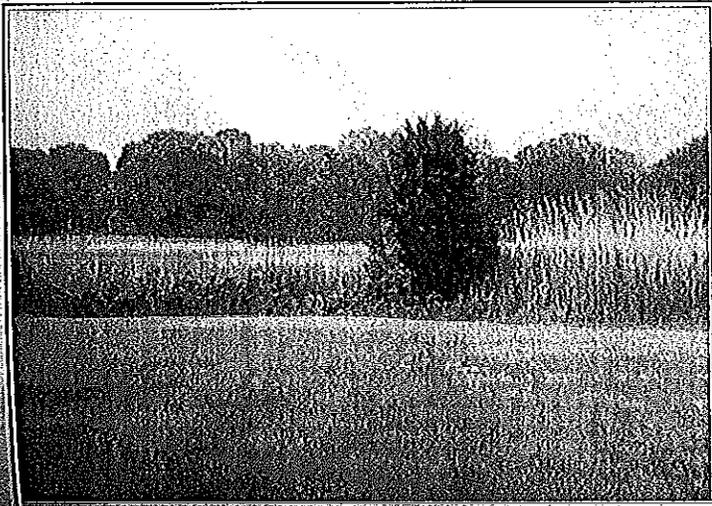
Borrower Bastians Country Day Spa
Property Address 249 E Main St
City Branford County New Haven State CT Zip Code 06405
Lender/Cient Doreen Bastian Address 249 E Main St, Branford, CT 06405



Other rear view



Gravel driveway / parking area



Rear Branford river / marsh boundary

GLIDDEN APPRAISAL SERVICES, LLC
SUBJECT PHOTO ADDENDUM

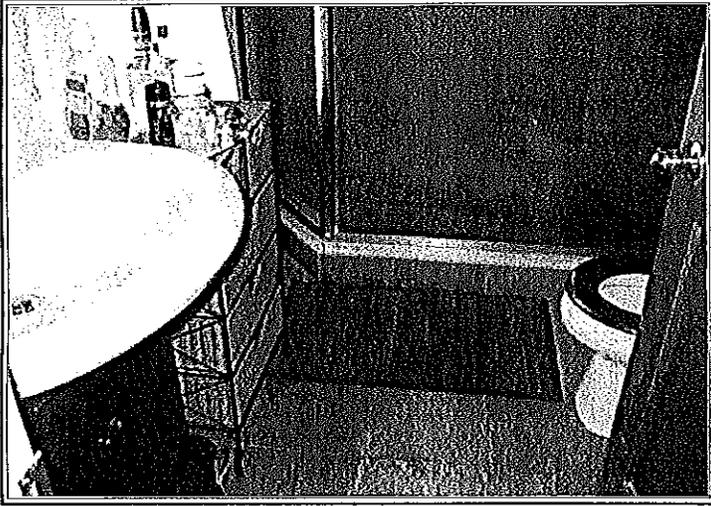
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Borrower Bastians Country Day Spa

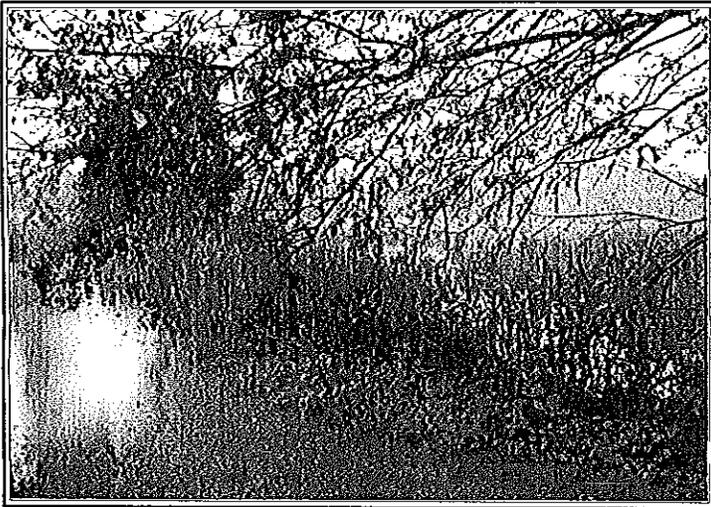
Property Address 249 E Main St

City Branford County New Haven State CT Zip Code 06405

Lender/Client Doreen Bastian Address 249 E Main St, Branford, CT 06405

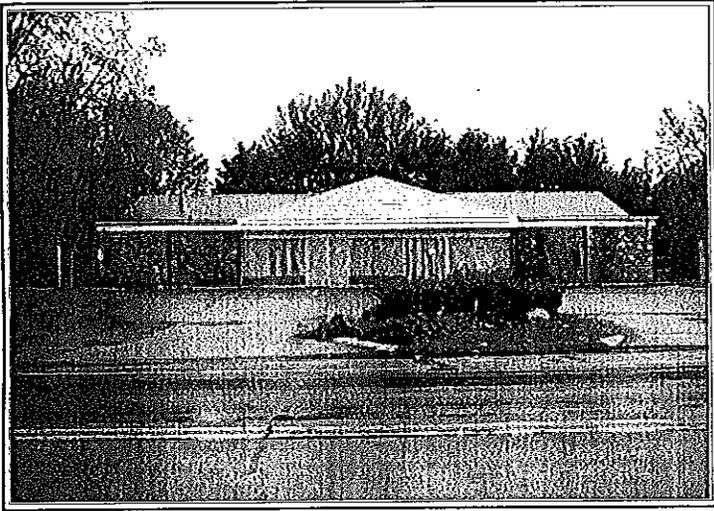


Tile bath

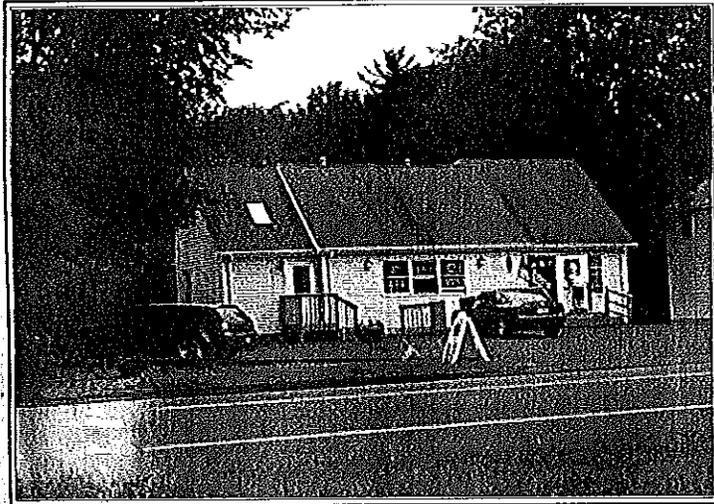


Branford River frontage - W side of site

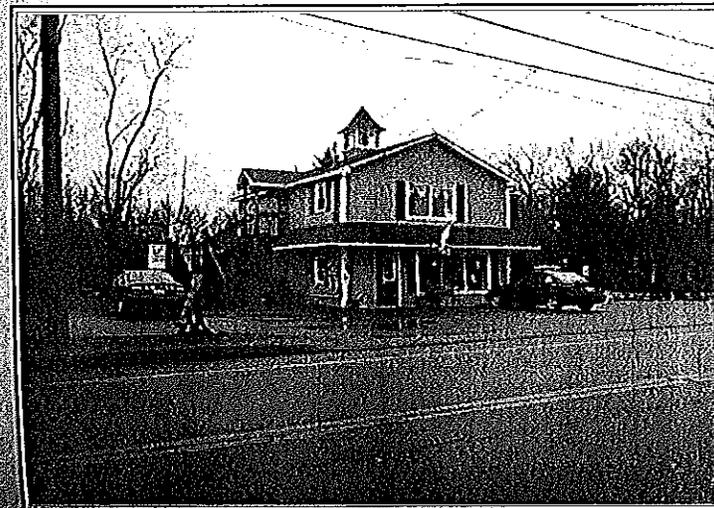
Borrower Bastians Country Day Spa
Property Address 249 E Main St
City Branford County New Haven State CT Zip Code 06405
Lender/Cient Doreen Bastian Address 249 E Main St, Branford, CT 06405



COMPARABLE SALE # 1
229 E Main St
Branford, CT 06405



COMPARABLE SALE # 2
680 Boston Post Rd
Guilford, CT 06437



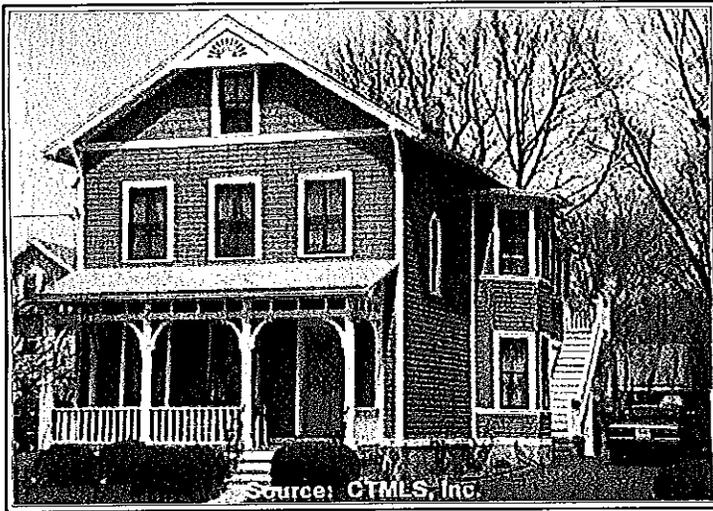
COMPARABLE SALE # 3
1522 Boston Post Rd
Old Saybrook, CT 06475

Borrower Bastians Country Day Spa

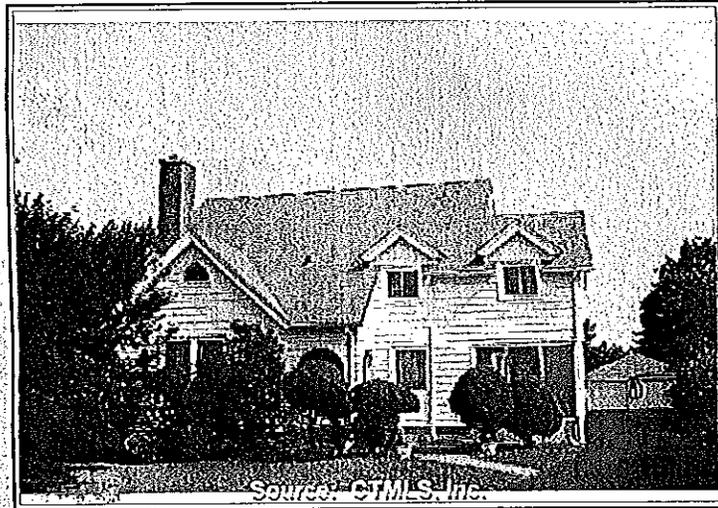
Property Address 249 E Main St

City Branford County New Haven State CT Zip Code 06405

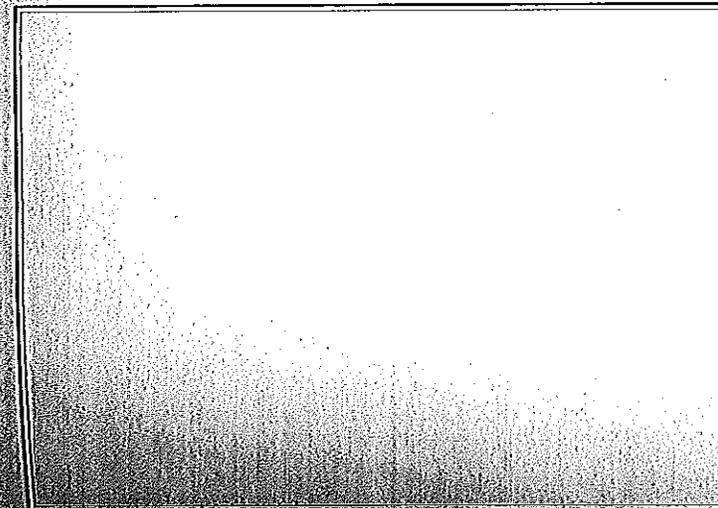
Lender/Cient Doreen Bastian Address 249 E Main St, Branford, CT 06405



COMPARABLE SALE # 4
191 Montwese St
Branford, CT 06405



COMPARABLE SALE # 5
480 W Main St
Branford, CT 06405



COMPARABLE SALE # 6

DEFINITION OF MARKET VALUE: 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, 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 each acting in what he considers his own best interest; (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.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. 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.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. 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.
4. 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.
5. 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.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazard 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 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.
7. 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.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

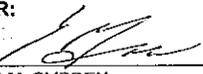
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market 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.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraiser report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 249 E Main St, Branford, CT 06405

APPRAISER:

Signature: 
 Name: ERIC M. GLIDDEN
 Date Signed: June 13, 2008
 State Certification #: RCG.0000236
 or State License #:
 State: CT
 Expiration Date of Certification or License: 04/30/09

SUPERVISORY APPRAISER (only if required)

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Did Did Not Inspect Property

PLOT PLAN

File No. 249 E MAIN
Case No.

Borrower Bastians Country Day Spa

Property Address 249 E Main St

City Branford

Lender/Client Doreen Bastian

County

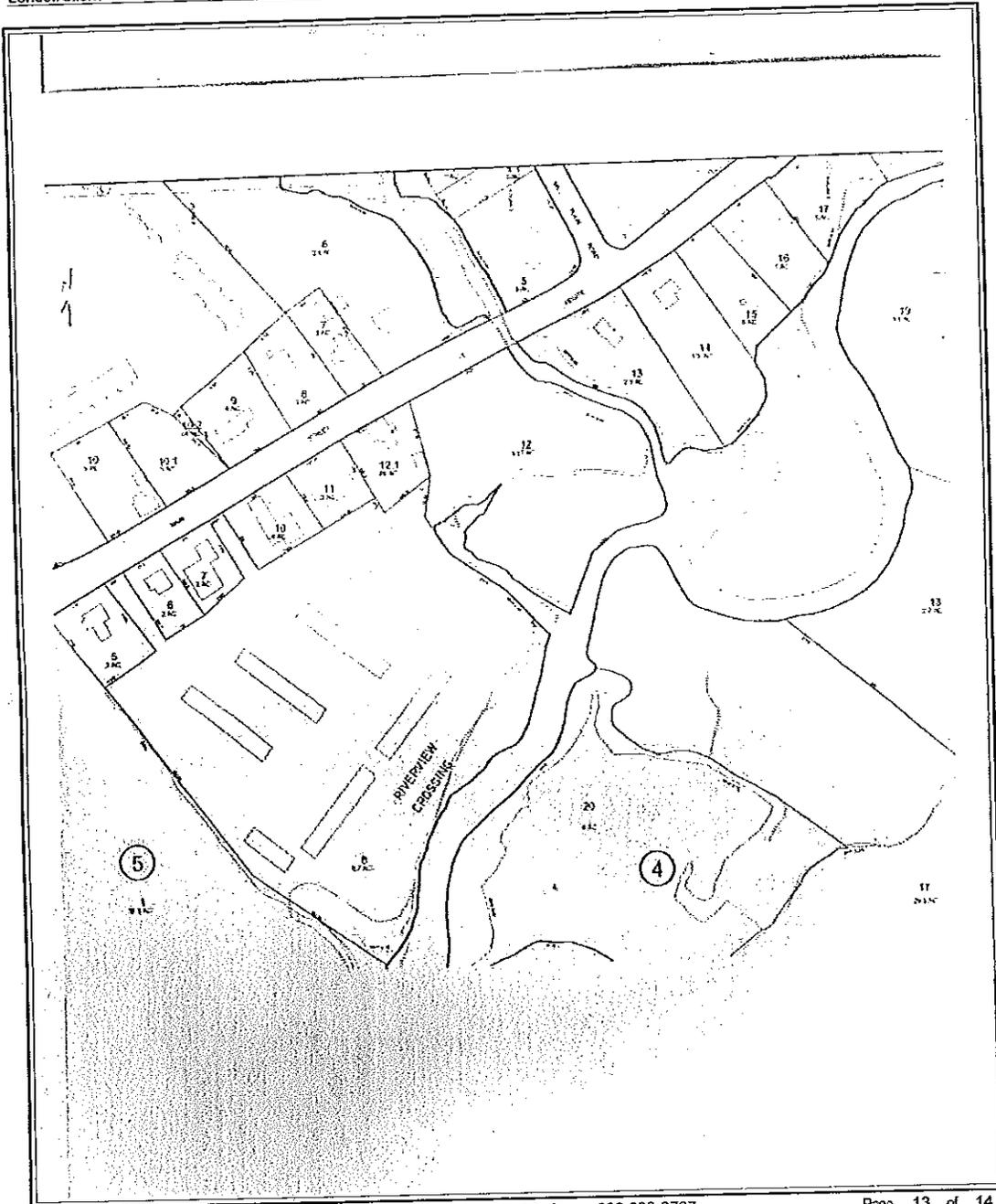
New Haven

State CT

Zip Code

06405

Address 249 E Main St, Branford, CT 06405



Borrower Bastians Country Day Spa

Property Address 249 E Main St

City Branford County New Haven State CT Zip Code 06405

Lender/Client Doreen Bastian Address 249 E Main St, Branford, CT 06405

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

ERIC M GLIDDEN
9 GROVE ST
CLINTON, CT 06413

has been certified by the Department of Consumer Protection as a licensed
CERTIFIED GENERAL REAL ESTATE APPRAISER

License # RCG.0000236

Effective: 05/01/2008

Expiration: 04/30/2009

Jerry Farrell, Jr.
Jerry Farrell, Jr., Commissioner