



**APPRAISAL REPORT ON:**  
**0 Upper Road & 0 Stillwater Road**  
**Assessor's Map 89, Lot 11 & 13**  
**DEERFIELD, MASSACHUSETTS**

**Prepared For:**

Mr. Christopher Dunne  
Town Administrator  
Town of Deerfield  
8 Conway Street  
Deerfield, MA 01373

**Prepared By:**

Jason H. Dono  
HOWARD S. DONO & ASSOCIATES, INC.  
217 West Boylston Street  
West Boylston, MA 01583

**Owned By:**

Great River Hydro, LLC  
69 Milk Street, Suite 308  
Westborough, MA 01581

**Project:**

Upper Road Over Deerfield River

**F.A. Project No.:**

T.B.D.

**Project No.:**

608634

**Date of Valuation:**

February 7, 2025

Parcel No.	Square Footage	Rights Taken
E-1	2,218	Permanent easement
E-2	2,976	Permanent easement
E-3	1,105	Permanent easement
D-S-1	548	Permanent easement
D-1	570	Permanent easement
S-1	16	Permanent easement
PUE-6	164	Permanent easement

Howard S. Dono, MRA, IFAS, ASA  
President /CEO  
Joseph R. Evangelista, RA  
Senior Partner  
Joseph R. Curley, Jr., MBA, MRA, ASA  
Vice President



217 West Boylston Street  
West Boylston, MA 01583  
Office (508) 852-1588  
Facsimile (508) 852-1376  
Email: [info@howardsdono.com](mailto:info@howardsdono.com)  
Website: [howardsdono.com](http://howardsdono.com)

February 13, 2025

Mr. Christopher Dunne  
Town Administrator  
Town of Deerfield  
8 Conway Street  
Deerfield, MA 01373

**RE:                      Appraisal of Parcel(s)                      E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6  
                                 0 Upper Road & 0 Stillwater Road Deerfield, MA**

Dear Mr. Dunne:

We are pleased to submit this appraisal report on damages to the subject property resulting from the proposed taking(s) and construction. The purpose of this appraisal is to provide our opinion of the market value of damages to the subject property as the result of the taking(s). The intended use of this appraisal report is to provide just compensation for eminent domain acquisition of the rights taken by the intended user, the Town of Deerfield. The legal interest appraised is the fee simple estate. The date as of which the value estimate shall apply is February 7, 2025, the date of our inspection of the subject property.

The scope of the appraisal is suitable to produce a credible appraisal. Jason H. Dono conducted an inspection of the subject site from the street frontage. The scope of the appraisal is limited to addressing the intended use of the appraisal and includes all steps customarily performed by our peers in the valuation of non-complex eminent domain acquisitions. A summary description of the property, the sources of information, and the bases of the estimates are contained in the accompanying sections of this report. This appraisal assignment has been performed and completed in compliance with USPAP, the Code of Professional Ethics, Standards of Professional Appraisal Practice of the Massachusetts Board of Real Estate Appraisers, and the American Society of Appraisers, in accordance with the provisions of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended 49 CFR Part 24, and 23 CFR Part 710, and to conform to requirements of the Federal Highway Administration. Additionally this appraisal satisfies all of the checklist points of the LPA Appraisal Function Job Aid (LPA); the six-page LPA is included in the addenda of this report.

February 13, 2025  
Letter of Transmittal, Page 2



**City / Town:** Deerfield, MA  
**Owner:** Great River Hydro, LLC  
**Project No.** 608634  
**Project Name:** Upper Road Over Deerfield River  
**Parcel No(s):** E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6

My opinion of the indicated market value of the direct damages to the subject property as the result of the proposed taking and construction, as of February 7, 2025, is:

**(\$1,600.00)**

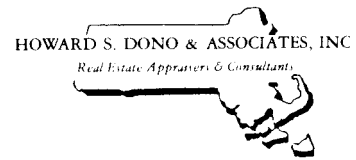
Copies of the report may not represent our actual analyses and conclusion(s) of value, as we have no control over the security of the content. This report must be considered in its entirety and we assume no liability for the use of this report by anyone other than the intended user, any use other than the intended use, and partial or fraudulent versions of our reports. The accompanying prospective financial analyses are based on estimates and assumptions developed in connection with the appraisal. Some assumptions, however, inevitably may not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analyses may vary from estimates, and the variations may be material. Further, we have not been engaged to evaluate the effectiveness of management, and we are not responsible for future marketing efforts and other management actions upon which actual results will depend.

Respectfully Submitted,

HOWARD S. DONO & ASSOCIATES, INC.

Jason H. Dono  
Howard S. Dono & Associates, Inc.  
Massachusetts Certified General Real Estate Appraiser #76163

**City / Town:** *Deerfield, MA*  
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- Qualifications of the Appraiser
- LPA Appraisal Function Job Aid
- Comparable Sales Location Map and Sales Detail Sheets
- Subject Deed
- Letter, Affidavit & Certified Mail Receipt (communication received if applicable)



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### **INTENDED USE AND RESTRICTION**

This appraisal report was prepared for the client (the Town of Deerfield), and its use is intended solely for the client and its regulatory partners for internal decision making in determining and awarding just compensation for the property rights acquired by furnishing an opinion of the market value of damages. This is an Appraisal Report prepared for a non-complex appraisal assignment. The information contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report by the client for any unintended use or for use by any unintended user.

### **PURPOSE OF THE APPRAISAL**

The purpose of this appraisal is to provide our opinion of market value for awarding the legally compensable damages resulting from the acquisition of land and / or rights in land for municipal purposes as determined by the laws of the Commonwealth of Massachusetts.

### **PROPERTY RIGHTS APPRAISED**

Where applicable the following definitions apply:

A **Fee Simple** taking represents the just compensation for the loss in market value paid to the owner for an acquisition implying unencumbered absolute ownership for public use.

A **Permanent Easement** damage award represents just compensation for the permanent use of a specific portion of a property, but not ownership in the fee interest of said parcel.

A **Temporary Easement** damage award represents the just compensation to be paid for the temporary acquisition of portions of a parcel of land. This is based on the market rental value with the present owner retaining custody and control of all property rights within the temporary easement area. The term of this easement is for a defined period expressed in years.

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### **GENERAL CONTINGENT AND LIMITING CONDITIONS**

This appraisal report, the Letter of Transmittal and the Certification of Value are made expressly subject to the following assumptions and limiting conditions contained in the report which are incorporated herein by reference.

1. No responsibility is assumed for matters legal in nature, nor is any opinion rendered as to title, which is assumed to be marketable. The legal description contained in this report is assumed to be correct.
2. The Appraisers have made no survey of the property and no responsibility is assumed in connection with such matters. The sketches contained in this report were not completed by an engineer and are included only to assist the reader in visualizing the property.
3. No title search was completed in connection with this appraisal report. Therefore, no responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered in this report. The title is assumed to be good and marketable.
4. Information furnished by others is assumed to be true, factually correct and reliable. A reasonable effort has been made to verify such information but the Appraisers assume no responsibility for its accuracy.
5. All mortgages, liens, encumbrances, leases and solitudes have been disregarded unless so specified within this report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed in this report that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for engineering, which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless non-conformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and the improvements is within the boundaries or property lines of the property described and there is no encroachment or trespassing unless noted within this report.
11. In this appraisal report, the existence of potentially hazardous material used in the construction or maintenance of any existing buildings, such as the presence of urea-formaldehyde foam insulation and/or the existence of toxic waste, was not observed by the appraiser. The appraisers, however,

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are not qualified to detect such substances. The existence of urea-formaldehyde insulation or other potentially hazardous waste material may influence the value of the property. The appraiser urges the client to retain an expert in the field, if desired. Please note the information supplied in the Site Description - Hazardous Substances Section.

12. In this appraisal, compliance with the Americans with Disabilities Act (ADA) accessibility requirements has been considered. Unless otherwise noted in this report, no information was obtained to indicate compliance or lack thereof to ADA accessibility requirements. The appraiser is not qualified to conduct an ADA accessibility assessment and urges the client to retain an expert in this field if desired.
13. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, regarding the property in question, unless arrangements have been previously made prior to the completion of this assignment.
14. Possession of this report, or a copy thereof, does not carry within the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser.
15. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocation of land and improvements in value must not be used in conjunction with any other appraisal and/or is invalid if so used.
16. Neither all nor any part of the contents of this report or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without the written consent and approval of the Appraisers nor shall the Appraisers, firm or professional organization of which the Appraisers are members or candidates be identified without written consent of the Appraisers.
17. The land area of the sales considered in the direct sales comparison approach were verified with public records from the Board of Assessors, the real estate brokers, the grantor and the grantees. However, the appraisers have not conducted field measurements of the comparable sale properties.
18. The term "inspection", or any variation thereof, is commonly used by our peers to mean our visual observation of the accessible areas of the property as real property appraisers and is not intended to represent inspection by a trade professional unless specifically noted. We have not been hired to, nor are qualified to, perform such inspections.
19. This is an "Appraisal Report" per USPAP and in compliance with state and federal law per the Right of Way Bureau of MassDOT.

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### **EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS**

No hypothetical conditions were necessary for the completion of this assignment. As a title abstract was not provided this appraisal assumes, as an extraordinary assumption, that ownership and deed restrictions are as reported on the subject deed in effect as of the date of engagement to perform the requested services. Total land areas and frontage are based on the best available information to the analyst.

### **ESTIMATED EXPOSURE TIME**

Required by the Uniform Standards of Professional Appraisal Practice, a reasonable exposure time must be estimated. The basis of our land value estimates were land sales that sold well within one year on the market at prices commensurate with value. Land marketed today at trailing prices, and adjusted for market conditions if applicable, is taking no more time to market than actual marketing times. Therefore, an exposure time of less than 12 months is reasonable.

### **DEFINITION OF MARKET VALUE**

Under established law, the criterion for just compensation is the *market value* of the property taken. The courts in the Commonwealth of Massachusetts have defined market value, as used in eminent domain proceedings, as:

"The highest price, in terms of money, which a hypothetical willing buyer would pay a hypothetical willing seller in an assumed free and open market, with neither party being under any obligation or compulsion to buy or sell".<sup>1</sup>

This appraisal has been conducted under the jurisdiction of the Commonwealth of Massachusetts and therefore the definition of market value as determined by the courts of the Commonwealth of Massachusetts has been herein utilized.

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<sup>1</sup> Epstein V. Boston Housing Authority, (1944) 58 N.E. 2<sup>nd</sup> 135, 317 Mass. 297

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### **THE DATE OF THE VALUE ESTIMATE AND PROPERTY INSPECTION**

The appraiser inspected and photographed the subject of this report on February 7, 2025, the effective date of valuation.

### **SCOPE OF WORK NECESSARY TO COMPLETE THE ASSIGNMENT**

The scope of work consisted of discussing project with its proponents, identifying correct deeded ownership, affording the property owner(s) an opportunity to accompany the appraiser on an inspection of the property and parcel(s) to be acquired, inspecting and photographing the area(s) proposed to be acquired, researching zoning, tax assessments, and infrastructure affecting the value of the subject, inspecting the neighborhood, analyzing the proposed taking(s), concluding highest and best use “as is” and after the taking, documenting and analyzing land sales, concluding land value, concluding just compensation, and delivering a report that is compliant with Uniform Standards of Professional Appraisal Practice.

Per prior agreement with the client, the data, reasoning, and analysis utilized to arrive at the value opinion are only summarized in this concise appraisal report. This appraisal is intended to conform to the existing MassDOT appraisal requirements, as well as the current Uniform Standards of Professional Appraisal Practice (USPAP), pertaining to an appraisal report.

It should be clearly understood the proposed easement area is the only portion of the property being valued in this analysis.

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## MUNICIPAL DATA

	<u>Massachusetts</u>	<u>Franklin County</u>	<u>Deerfield</u>
2020 Population	7,029,917	71,029	5,090
2010 Population	6,547,629	71,372	5,125
% Change Population 2010-2020	7.37%	-0.48%	-0.68%
Land Area (square miles)	7,800.96	699.21	32.40
Density (persons per square mile)	901	102	157
<i>Source: U.S. Census Bureau</i>			

Seasonally Unadjusted Unemployment Rate (Source: Bureau of Labor Statistics)														
	Thru	%	Thru	%	Thru	%	Thru	%	Thru	%	Thru	%		
National	Jan-19	4.0%	Jan-20	3.5%	Jan-21	6.3%	Jan-22	4.0%	Jan-23	3.4%	Jan-24	3.7%	Dec-24	4.1%
Statewide	Jan-19	3.2%	Jan-20	2.8%	Jan-21	7.8%	Jan-22	4.0%	Jan-23	3.5%	Jan-24	3.0%	Dec-24	4.1%

The Town of Deerfield is located in western Massachusetts, Franklin County, approximately 60 miles northwest of Worcester, 35 miles north of Springfield, 100 miles northwest of Worcester, and 175 miles from New York City. Deerfield is largely a residential community with a limited amount of commercial activity in the Town, largely along Route 5. The Town is bordered by Greenfield to the north, Conway on the west, Whately on the south, and Sunderland and Montague on the east.

The main automotive corridors in Deerfield are I-91 and Route 5. I-91 offers north-south travel with access to the City of Springfield and I-90 which offers access to employment and entertainment centers. Route 5 also offers north-south travel and is home to the limited commercial activity in Town, including Tree House Brewing Company which draws people to the Town with concerts and other entertainment opportunities. Route 116 connects I-91 in Deerfield to the neighboring town of Conway to the west.

Except that the subject does not enjoy commuter rail access, it enjoys (or has ease of access to) all of the community services desired by residential and non-residential end-users and investors, including an average school system.

The community, like most, periodically experiences disagreement between the municipality and taxpayers related to policies and spending. But the community's tax base is broad and its income and expenses appear stabilized. No atypical changes are expected that will influence the community's value as a residential or commercial location.

Our review of secondary sources (Multiple Listing Service, Loopnet.com) and our personal observation of the subject and competing residentially zoned neighborhoods, shows very few vacancies (virtually none) and few listings of properties for sale or lease. Lease terms generally increase at the rate of the consumer price index. Deerfield has a limited commercial market largely situated along Route 5.

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### **NEIGHBORHOOD DATA**

Upper Road and the surrounding neighborhood are comprised of residential uses. The traffic is generally limited to residents and is not detrimental to residential uses. The surrounding neighborhood has seen little demand for re-development. According to MassDOT traffic counts in 2023 the average daily traffic count was 333 cars. This is a relatively low traffic count for a residential location.



HOWARD S. DONO & ASSOCIATES, INC.  
Real Estate Appraisers & Consultants

[illegible]



**City / Town:** *Deerfield, MA*  
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**Project Narrative:**

The purpose of this project is to replace the bridge carrying Upper Road over the Deerfield River. The work includes footings, piers, abutments, superstructure, deck, bridge rail, guardrail, approach roadway, and impacted utilities (overhead and underground).

The work also includes reconstruction of the intersection of Upper Road and Lower Road due to grade differential with proposed roadway profile.

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### **SUBJECT TITLE ABSTRACT, UTILITIES**

Registry of Deeds	Franklin County
Grantor	USGEN New England, Inc.
Grantee / Current Owner	Great River Hydro, LLC
Date of Sale	9/29/2006
Purchase Price	\$10,266,393.00
Deed Reference: Book-Page	4823-84
5-Year Sales History	No sales evident in the previous 5 years.
Encumbrances	A title report was not provided. We note no encumbrances believed to affect the value of the subject or impact of the easement.
Location of Underground Services	None noted on property plan.
Municipal Water (Yes or No)	No
Municipal Sewer (Yes or No)	No
Utility of Electricity (Yes or No)	Yes
Utility of Gas (Yes or No)	No

### **ASSESSMENT / TAX OBLIGATION**

The subject is identified as Assessor's Map 89, Lot 11 & 13 and the subject's tax obligation is calculated below:

Tax Year	Land Area	Land	Extra Features	Building	Total	Tax Rate	Tax Burden	Land Assessment p.s.f.	Zoning
2025	757,944	\$69,700.00	\$0.00	\$0.00	\$69,700.00	\$13.50	\$940.95	\$0.09	RA

Massachusetts Superior Court accepts tax assessments as an indication of market value. The purpose of including a comment on the assessed land value is to assist the intended user in negotiations when the concluded value is higher than assessed value and inform the client on its potential exposure in litigation when assessed value is higher than the concluded value.

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### **SUBJECT PHOTOGRAPHS**

Jason H. Dono, on February 7, 2025, photographed the subject of this report from the curb and other publicly accessible vantage points. Photographs concentrate on the subject frontage and the area of easement(s) being taken. Photographs minimally include “corners” of the subject lot and the street scenes running along the subject frontage being affected and taken from those corners. Additional photographs are taken to document existing conditions as deemed necessary by the appraiser.



E corner of subject



Street scene, westerly from E corner



Easement area



Easement area



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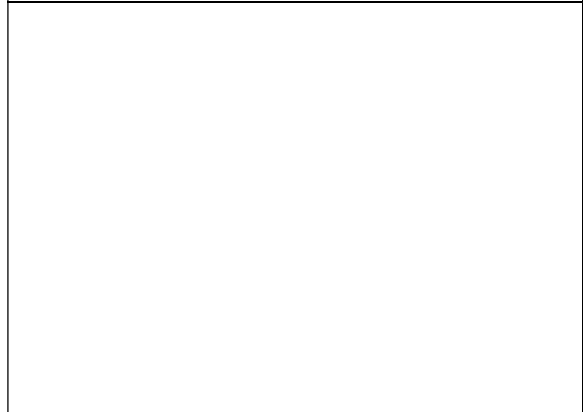
Easement area



Easement area



Easement area



Intentionally left blank



S corner of subject



Street scene, easterly from W corner

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## **DESCRIPTION OF LAND AND IMPROVEMENTS**

The subject is a vacant parcel of land. The subject is a Residential Agricultural (RA) zoned parcel with a total land area of 757,944± square feet (combined). The assessor's records are relied upon for the description of the improvements.

An interior inspection of the improvements is not required to produce credible results in this analysis. As the building improvements are not the subject of this report salient information regarding the land generally is presented below:

Land Area per Assessment:	757,944
Frontage per ROW Plans:	1,249.0±
Shape:	More or less regular
Topography:	More or less regular
Wetlands / Development Constraints:	None noted
Flood Hazard Zone:	Apparently no

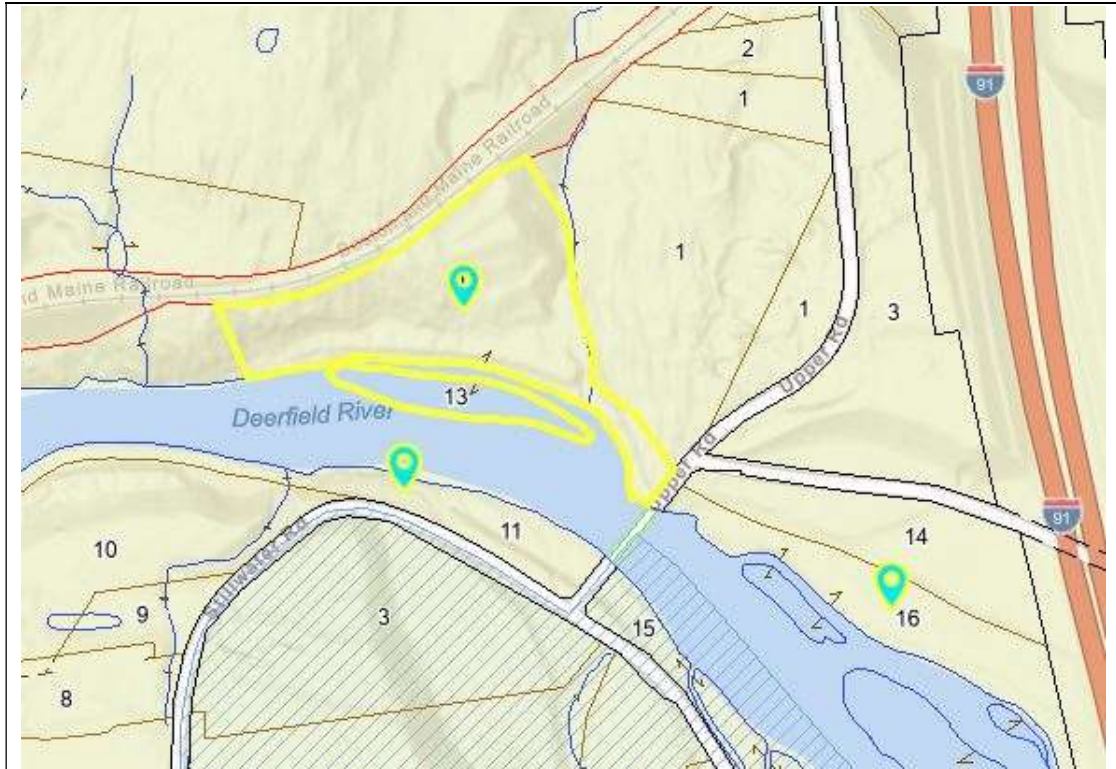
### **FEMA Flood Map:**



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Assessor's Map:

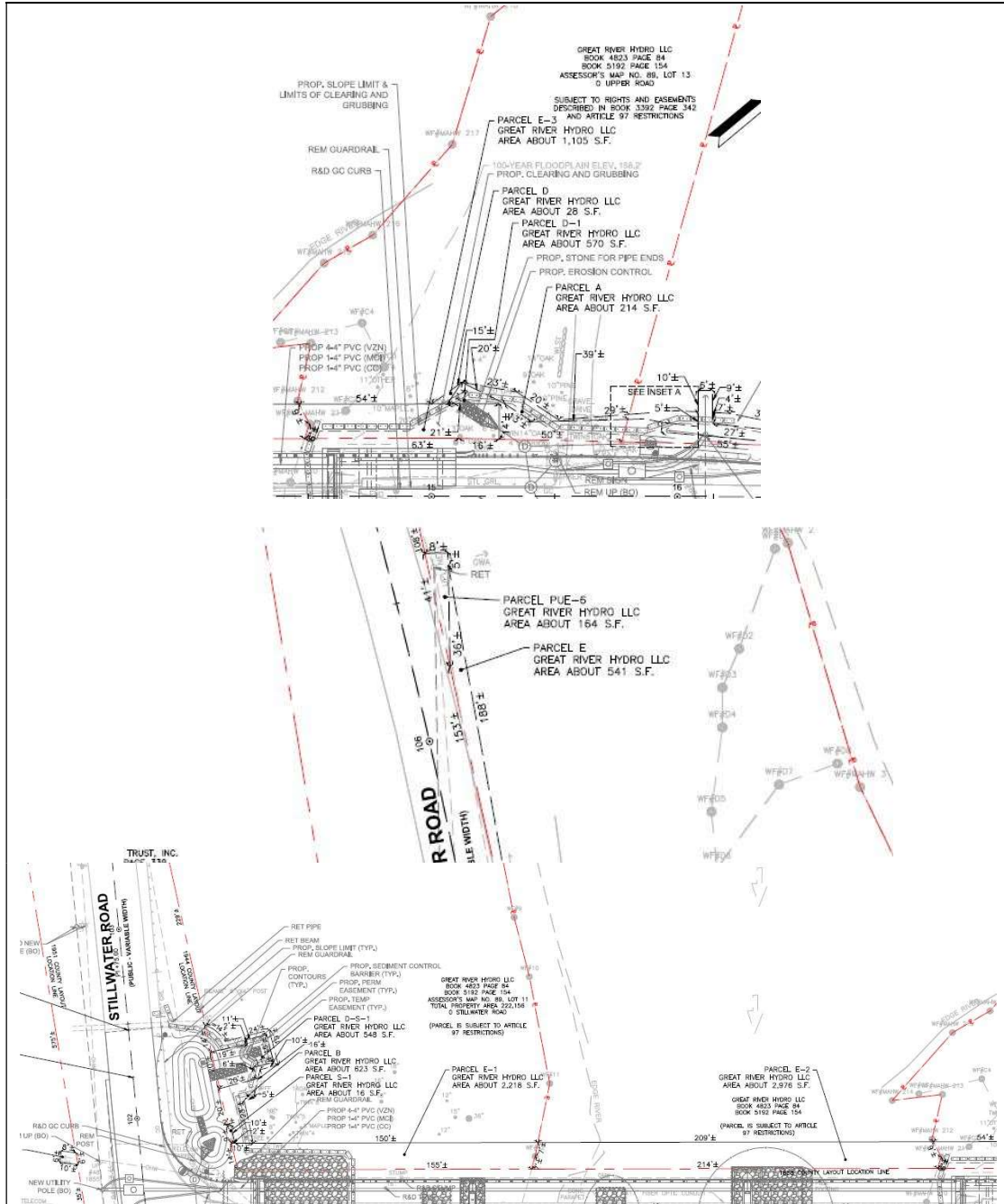




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**PROPOSED RIGHT OF WAY PLAN (Plan Approval Date T.B.D.)**



**City / Town:** Deerfield, MA  
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## **DESCRIPTION OF PARCELS TO BE ACQUIRED & EFFECT ON REMAINDER**

Parcel No.	Square Footage	Rights taken
E-1	2,218	Permanent easement
Purpose of easement	Bridge components, grading (max 2:1), loam and seed.	
Site improvements taken	None noted. Site improvements, if affected, shall be restored within the construction contract.	
Adverse effects	None noted.	
Specific benefits	None noted.	

Parcel No.	Square Footage	Rights taken
E-2	2,976	Permanent easement
Purpose of easement	Bridge components.	
Site improvements taken	None noted. Site improvements, if affected, shall be restored within the construction contract.	
Adverse effects	None noted.	
Specific benefits	None noted.	

Parcel No.	Square Footage	Rights taken
E-3	1,105	Permanent easement
Purpose of easement	Bridge components, grading (max 2:1), loam and seed, tree removal.	
Site improvements taken	None noted. Site improvements, if affected, shall be restored within the construction contract.	
Adverse effects	None noted.	
Specific benefits	None noted.	

Parcel No.	Square Footage	Rights taken
D-S-1	548	Permanent easement
Purpose of easement	Install drainage, install infiltration basin.	
Site improvements taken	None noted. Site improvements, if affected, shall be restored within the construction contract.	
Adverse effects	None noted.	
Specific benefits	None noted.	



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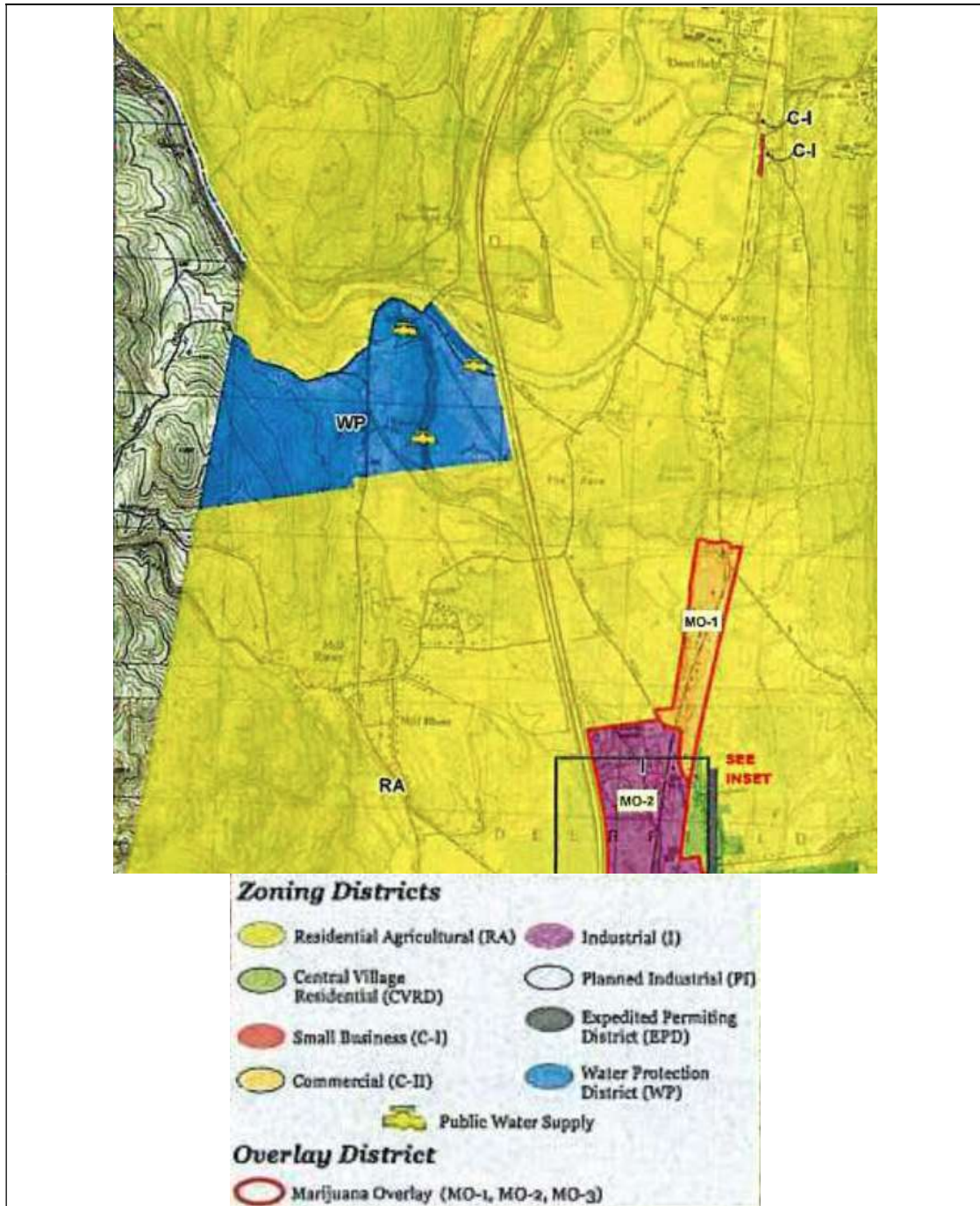
Parcel No.	Square Footage	Rights taken
D-1	570	Permanent easement
Purpose of easement	Install drainage outfall.	
Site improvements taken	None noted. Site improvements, if affected, shall be restored within the construction contract.	
Adverse effects	None noted.	
Specific benefits	None noted.	
Parcel No.	Square Footage	Rights taken
S-1	16	Permanent easement
Purpose of easement	Install infiltration basin.	
Site improvements taken	None noted. Site improvements, if affected, shall be restored within the construction contract.	
Adverse effects	None noted.	
Specific benefits	None noted.	
Parcel No.	Square Footage	Rights taken
PUE-6	164	Permanent easement
Purpose of easement	Overhead wires relocation.	
Site improvements taken	None noted. Site improvements, if affected, shall be restored within the construction contract.	
Adverse effects	None noted.	
Specific benefits	None noted.	

Highest and best use will not be altered. After the proposed taking(s) and construction the remainder property will be more or less identical to its condition as of the effective date of this appraisal.

**City / Town:** Deerfield, MA  
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**Project No.** 608634  
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## ZONING AND RESTRICTIONS



**City / Town:** Deerfield, MA  
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Principal Use	RA	CVRD	C-I	C-II	I	PI	EPD
MINIMUM LOT SIZE (x 1000 square feet) <sup>1, 10</sup>	60	12 <sup>2</sup>	15	30	80	80	-
FRONTAGE (feet) <sup>7, 9</sup>	200	100 <sup>2</sup>	125	200	200	200	-
FRONT SETBACK (feet) <sup>3, 8</sup>	30	30	20	50	40	50 <sup>4</sup>	-
REAR YARD (feet) <sup>8</sup>	10	10	10	25	25	25 <sup>5</sup>	-
SIDE YARD (feet) <sup>8</sup>	10	10	10	25	25	25 <sup>5</sup>	-
PERIMETER SETBACK							25
MINIMUM LOT WIDTH (feet) <sup>6</sup>	100	50	62.5	100	100	100	-
MAX. BUILDING HEIGHT (feet)	35	35	35	35	35	35	48
MAXIMUM LOT COVERAGE BY IMPERVIOUS SURFACES (%) Buildings, Parking Areas, Walkways, and other impervious surfaces - Low Impact Development (LID) techniques such as pervious pavers do not count as an impervious surface	30	75	70	60	60	70	80

Principal Use	RA	CVRD	C-I	C-II	I	PI	EPD <sup>3</sup>
<b>A. RESIDENTIAL</b>							
Detached single-family dwelling <sup>7</sup>	Y	Y	N	N	N	N	N
Detached two-family dwelling	N	Y	N	N	N	N	N
Multi-family dwelling	N	SP	SP	N	N	N	SP
Dwelling unit incidental to commercial or industrial use	N	N	Y	Y	N	N	N
Flexible development	Y	Y	N	N	N	N	N

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Principal Use	RA	CVRD	C-I	C-II	I	PI	EPD <sup>3</sup>
Conservation subdivision	Y	Y	N	N	N	N	N
Accessory Apartments that are contained within the existing structure of the owner-occupied single-family dwelling unit	Y	Y	Y	Y	N	N	N
Accessory Apartments that are attached to the existing owner-occupied single-family dwelling unit, but that require structural modifications larger than the existing footprint of the primary single-family dwelling unit, in all districts	SP	SP	N	N	N	N	N
Accessory Apartments in a detached structure on a permanent foundation on the same lot as an owner-occupied single-family dwelling unit	SP	SP	N	N	N	N	N
<b>B. EXTENSIVE USES AND COMMUNITY FACILITIES</b>							
Religious or educational use exempted by G.L. c. 40A, s. 3	Y	Y	Y	Y	Y	Y	Y
Educational use not exempted by G.L. c. 40A, s. 3	SP	SP	Y	SP	SP	N	Y
Agricultural use exempted by G.L. c. 40A, s. 3	Y	Y	Y	Y	Y	Y	Y
Fur farm, piggery, raising of animals on a parcel of land not exempt by G.L. c. 40A, s. 3	SP	SP	SP	SP	SP	N	N
Other Agricultural use not exempted by G.L. c. 40A, s. 3	SP	SP	SP	SP	SP	N	N
Child care facility or day care facility exempted by G.L. c. 40A, s. 3	Y	Y	Y	Y	Y	Y	Y
Municipal facilities	Y**	Y**	Y	Y	Y	Y	Y
Essential services	SP	SP	SP	SP	SP	SP	SP
Earth Removal	N	N	N	SP	SP	N	N
Nonprofit event <sup>1</sup>	Y	Y	Y	Y	Y	Y	Y
Small-Scale Ground-Mounted Solar Electric Installation	Y	Y	Y	Y	Y	Y	Y
<b>C. COMMERCIAL</b>							
Office	N	N	Y*	Y*	Y	SP	Y
Bank, including ATM or Teller Line in or outside premises	N	N	Y*	Y*	SP	SP	Y
ATM not within or upon banking premises	N	N	Y	SP	SP	SP	Y

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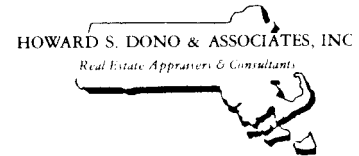
Principal Use	RA	CVRD	C-I	C-II	I	PI	EPD <sup>3</sup>
Retail sales or rental with or without display outdoors – Building 4,000 sq. ft. or less of enclosed floor area <sup>4,5</sup>	N	N	Y <sup>12</sup>	Y <sup>12</sup>	SP	SP	Y
Retail sales or rental with or without display outdoors – Building greater than 4,000 sq. ft. up to 30,000 sq. ft. of enclosed floor area <sup>4,5,6</sup>	N	N	SP <sup>12</sup>	SP <sup>12</sup>	N	SP	Y
Retail sales or rental with or without display outdoors – Building greater than 30,000 sq. ft. up to 60,000 sq. ft. of enclosed floor area <sup>4,5</sup>	N	N	N <sup>12</sup>	SP <sup>12</sup>	N	SP	Y
Retail sales or rental with or without display outdoors – Building greater than 60,000 sq. ft. of enclosed floor area <sup>4,5</sup>	N	N	N	N	N	SP	SP
Retail sales or rental with display, sales or storage outdoors without a building <sup>5</sup>	N	N	SP	SP	SP	SP	Y
Pharmacy with or without a Drive-thru	N	N	SP	SP	N	N	N
Artisan Studio – Building up to 5,000 sq. ft.	N	N	Y	Y	SP	SP	Y
Motor vehicle service station	N	N	SP	SP	N	SP	N
Motor vehicle repair shop	N	N	SP	SP	N	SP	N
Private Clubs, Bars or Nightclubs including the sale or consumption of alcoholic beverages, with or without entertainment, whether for profit or not for profit	N	N	SP	SP	N	N	SP
Junkyard or automobile graveyard	N	N	N	N	N	N	N
Hospital or sanitarium	N	N	N	SP	N	N	N
Convalescent or nursing home; assisted living residence	SP	SP	SP	SP	N	N	N
Bed and Breakfast	SP	SP	SP	SP	N	N	N
Hotel	N	N	SP	SP	N	N	N
Motel	N	N	N	N	N	N	N
Boarding House	N	SP	Y*	Y*	N	N	N
Print or publishing establishment	N	N	SP	Y	Y	Y	Y
Service shop	N	N	Y	Y	N	SP	N
Repair shop	N	N	SP	SP	N	SP	N
Medical/dental center	N	N	SP	SP	N	SP	Y
Auction gallery for exhibition and sale by auction	N	N	SP	SP	N	N	N
Restaurant, not including fast-food or drive-in restaurant	N	N	Y* <sup>12</sup>	SP <sup>12</sup>	SP	N	Y
Fast-Food or drive-in restaurant	N	N	N	N	N	N	N
Place of assembly	N	N	SP	SP	SP	N	N

City / Town: *Deerfield, MA*  
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Principal Use	RA	CVRD	C-I	C-II	I	PI	EPD <sup>3</sup>
Drive-in service, including restaurants, but not including ATMs or Teller Lines	N	N	N	N	N	N	N
Landscaping business <sup>2</sup>	SP	N	SP	SP	SP	SP	N
Car wash	N	N	SP	SP	N	N	N
Commercial recreation, outdoors <sup>2</sup>	SP	N	SP	SP	SP	N	N
Kennel or animal hospital	N	N	N	SP	SP	N	N
Major Commercial Project	N	N	N	SP	SP	SP	SP
Arcade, Amusement Park	N	N	N	N	N	N	N
Bakery, coffee shop, deli	N	N	Y	Y	Y	SP	Y
Planned Unit Development (See Section 4800)	N	N	SP	SP	SP	N	N
Self-storage warehouse	N	N	SP	SP	SP	SP	N
<b>D. INDUSTRIAL</b>							
Manufacturing, processing, assembly, or fabrication that <u>can</u> meet the Performance Standards of Section 4900	N	N	N	Y	Y	Y	Y
Manufacturing, processing, assembly, or fabrication that <u>cannot</u> meet the Performance Standards of Section 4900	N	N	N	SP	SP	SP	SP
Retail sales incidental to manufacturing facility	N	N	N	SP	SP	SP	Y
Research laboratory or facility but excluding laboratories categorized as Level 4 by the National Institutes for Health	N	N	N	SP	SP	SP	Y
Wholesale, warehouse, or distribution facility	N	N	N	SP	SP	SP	Y
Self storage warehouse	N	N	N	N	N	SP	N
Employee services incidental to permitted use	N	N	SP	SP	SP	SP	Y
Contractor's yard	N	N	N	SP	SP	SP	N
Sawmill <sup>2</sup>	N	N	N	SP	SP	SP	N
Radioactive waste disposal	N	N	N	N	N	N	N
Truck, bus or freight terminal	N	N	N	SP	SP	SP	N
Planned Unit Development (See Section 4800)	N	N	SP	SP	SP	N	NC
Small-Scale Ground-Mounted Solar Energy System	Y	Y	Y	Y	Y	Y	Y
Medium Scale Ground-Mounted Solar Energy System	Y**	Y**	Y**	Y**	Y**	Y**	Y**
Large-Scale Ground-Mounted Solar Energy System	SP	SP	SP	N	SP	N	N
Roof-Mounted Solar Energy System	Y	Y	Y	Y	Y	Y	Y
Passive Solar Energy System	Y	Y	Y	Y	Y	Y	Y

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Principal Use	RA	CVRD	C-I	C-II	I	PI	EPD <sup>3</sup>
Solar Canopies	Y	Y	Y	Y	Y	Y	Y
Municipal Solar Energy Systems	Y	Y	Y	Y	Y	Y	Y
Independent Testing Laboratory	N	N	N	N	N	N	SP <sup>9</sup>

E. MARIJUANA										
	RA	CVRD	C-I	C-II	I	PI	EPD	MO-1	MO-2	MO-3
Marijuana Cultivator	N	N	N	N	N	N	N	N	SP <sup>10</sup>	SP <sup>10</sup>
Marijuana Product Manufacturer	N	N	N	N	N	N	N	N	SP <sup>10</sup>	SP <sup>10</sup>
Marijuana Retailer	N	N	N	N	N	N	N	SP <sup>10</sup>	SP <sup>10</sup>	N
Marijuana Independent Testing Laboratory	N	N	N	N	N	N	N	Y <sup>11</sup>	Y <sup>11</sup>	Y <sup>11</sup>
Marijuana Microbusiness	N	N	N	N	N	N	N	N	SP <sup>10</sup>	SP <sup>10</sup>
Marijuana Research Facility	N	N	N	N	N	N	N	N	SP <sup>10</sup>	SP <sup>10</sup>
Marijuana Transporter	N	N	N	N	N	N	N	N	SP <sup>10</sup>	SP <sup>10</sup>
Marijuana Social Consumption Operation	N	N	N	N	N	N	N	N	N	N
Medical Marijuana Treatment Center	N	N	N	N	N	N	N	N	SP <sup>10</sup>	SP <sup>10</sup>

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### **HIGHEST AND BEST USE**

Highest and best use as improved involves analyses only made possible after a thorough examination of the current schedule of use. Such an analysis necessarily involves the interior inspection of improvements and exceeds the scope of work required for non-complex appraisal problems.

The subject property is in the Residential Agricultural (RA) Zoning District, a district intended for residential uses. Highest and best use as if vacant appears to be for sale for residential development to the highest density allowed.

The analyst recognizes the fact that the land is in Article 97. While unlikely, it is possible for Article 97 land to be repurposed and for that reason the property owner is given the benefit of the doubt in regards to the highest and best use of the land.

Land sales were selected and analyzed based on this determination of highest and best use.



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## **SALES COMPARISON APPROACH**

The income approach and cost approach were considered but are inapplicable to valuing land as it involves no costs to reproduce and is generally not income producing; therefore, Sales Comparison is the sole basis of valuation.

An in-depth write-up of the comparable sales, including photographs, is incorporated into the addendum. There is also a color map included therein indicating the location of the comparable sales in relationship to the subject property / project locus. The analyst researched sales via the Warren Group and Multiple Listing Service beginning with Deerfield itself and, finding sufficient sales the scope was not broadened to abutting communities. We note that the taking(s) represent a non-complex acquisition; the appraiser's standard for documenting his opinion of value is meant to be consistent with 49 CFR 24.104 and 23 CFR 710.709.

	<i>Subject</i> <i>E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6</i> <i>Deerfield, MA</i>	<i>Sale #1</i> <i>0 Cross Street</i> <i>Deerfield, MA</i>	<i>Sale #2</i> <i>0 North Hillside Road</i> <i>(Two Lots)</i> <i>Deerfield, MA</i>	<i>Sale #3</i> <i>Lot 1 &amp; 2 Grand View Drive</i> <i>Deerfield, MA</i>
Sale Price	TBD	\$150,000	\$300,000	\$320,000
Lump Sum Adjust.		\$0	\$0	\$0
Interest Transferred	Fee Simple	Fee simple	Fee simple	Fee simple
		0%	0%	0%
Financing/Sales	None assumed	None known	None known	None known
Concessions		0%	0%	0%
Date of Sale	07-Feb-25	09-Jan-25	22-Jan-25	07-Oct-24
		0%	0%	0%
Adj. Price/lot*		\$150,000	\$150,000	\$160,000
Location	Average	Average	Average	Average
		0%	0%	0%
Land Area (s.f.)	757,944	28,802	429,328	130,560
(Average size - Comp 2 & 3)**		25%	10%	25%
Site description	Average	Average	Average	Average
		0%	0%	0%
Public Utilities	Electric	Water, Sewer, & Elec.	Electric	Electric
		-1%	0%	0%
Gross Adjustment		26%	10%	25%
Net Adjustment		24%	10%	25%
Adj. Price per lot		\$186,000	\$165,000	\$200,000
Indicate value per subject s.f.		\$0.25	\$0.22	\$0.26

\*The adjusted price per lot for Comparable Sales 2 and 3 are divided by two based on the original sale price as two lots transferred in a single transaction.

\*\*The land area for Comparable Sales 2 and 3 is the average land area from the two lots that transferred in each transaction.

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Rationale for adjustments:

Date of sale (market conditions):

It appears that market conditions have been steadily improving from 2020 to 2024 for Franklin County.

FRANKLIN County, MA - Median Sales Price - Calendar Year				
Year	Period	1-Fam	Condo	All
2024	Jan - Dec	\$335,000	\$243,500	\$300,000
2023	Jan - Dec	\$307,000	\$265,000	\$285,000
2022	Jan - Dec	\$291,500	\$255,000	\$267,000
2021	Jan - Dec	\$265,500	\$210,000	\$240,000
2020	Jan - Dec	\$239,538	\$216,900	\$221,250

The overall median price increases are as follows:

2020 to 2024: 35.59%  
2021 to 2024: 25.00%  
2022 to 2024: 12.36%  
2023 to 2024: 5.26%

2024 and 2025 sales are unadjusted.

Location:

When applicable, comparable sales are adjusted based on the comparable sale being located in a more or less favorable neighborhood.

Land area:

When applicable, comparable sales are adjusted based on overall lot size. Typically, market participants react more favorably to a larger lot.

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Site description:

When applicable, comparable sales are adjusted for development constraints, which is considered adverse for residential development.

Zoning / Utilities:

When applicable, comparable sales are adjusted based on the access to municipal utilities. Market participants react more favorably to sites with municipal utilities available. No zoning adjustments are appropriate in this analysis.

**CONCLUSION OF PER SQUARE FOOT VALUE OF LAND**

The appropriate unit of comparison in this analysis is the adjusted price per lot in the opinion of the analyst. The calculation to concluded the price per square foot utilized in this analysis is as follow:

Highest adjusted price per lot on the Comparable Sales Grid / total square feet of the subject property = the concluded value per square foot of land.

Based on the definition of market value as being the highest price, our concluded value per square foot is: **\$0.26** .

**WORK INCLUDED IN CONTRACT, IN LIEU OF DAMAGES**

No work in lieu of damages is noted.

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## **VALUATION OF ACQUISITION(S)**

### **Valuation of permanent easement(s):**

Compensation for permanent easements is based on the percentage of the transferable rights lost due to the easement. All permanent easements remove from fee simple interest the exclusive use of the easement area by the property owner. In the case of Deerfield's zoning bylaw, permanent easements apparently may be used to satisfy the zoning requirements for land area and setback regardless of the location or use of the easements. Therefore a substantial percentage of the the fee simple rights are retained by the grantor of the easement.

The permanent easement is mostly located within typical setback areas that are not required by zoning; meaning that this land has as much use as any portion in order to develop. After the taking, the land will still serve to calculate land area so there is no severance damage. The grantor will lose the right to exclusively use this land for, e.g., parking / landscaping or that use will be subordinate to the rights to maintain the infrastructure improvements within the easement area.

**Air rights** – “The right to undisturbed use and control of the designated air space above the specific land area within stated elevations. Air rights may be acquired to construct a building above the land or building of another or to protect the light and air of an existing or proposed structure on an adjoining lot. Air rights do not always include development rights.”<sup>2</sup>

An example of air rights are power lines running above a property limiting the height of a structure to be built.

**Surfaces Rights** – “Refer to those ownership rights in a parcel of real estate that are limited to the surface. It does not included air rights or sub-surfaces rights.”<sup>3</sup>

An example of surfaces rights is a sidewalk constructed on a property limiting the ability to park a vehicle.

**Sub-surfaces Rights** – “ 1. The rights to the use and profits of the underground portion of a designated property; usually refers to the right to extract coal, minerals, oil, gas, or other hydrocarbon substances as designated in the grant.

2. The right to construct and maintain tunnels, subways, pipelines, sewers, etc.”<sup>2</sup>

An example of sub-surfaces rights is a gas line running below the surface of a property limiting the use of land below the surface, such as the construction of a basement or in-ground pool.

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<sup>2</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> ed. (Chicago: Appraisal Institute, 2015).

<sup>3</sup> U.S. Legal.com. (2019, March 12). Retrieved from <https://definitions.uslegal.com/s/surface-rights/>.

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The appraiser's opinion of the percentage of the transferable right taken is calculated by allocating and then segregating the percentage of fee rights acquired by the easement holder as follows:

Transferable Rights	% of fee	Rights Allocation		Percentage of Fee Rights	
		Easement Holder	Retained Fee	Easement Holder	Retained Fee
Air Rights	50%	80.00%	20.00%	40.00%	10.00%
Surfaces Rights	25%	80.00%	20.00%	20.00%	5.00%
Sub-Surfaces Rights	25%	80.00%	20.00%	20.00%	5.00%
Total Rights	100%			80.00%	20.00%

In the appraiser's considered opinion, the remaining rights to the grantor represent roughly 20% of the fee simple interest in the land and those damages are roughly 80% of the fee simple value.

Damages are calculated as follows:

Parcel No.	Value p.s.f.	X	Taking Area	X	% Factor	X	5-Year Discount Factor	=	Damages
E-1	\$0.26	X	2,218.00	X	80.00%	X	N/A	=	\$468
E-2	\$0.26	X	2,976.00	X	80.00%	X	N/A	=	\$628
E-3	\$0.26	X	1,105.00	X	80.00%	X	N/A	=	\$233
D-S-1	\$0.26	X	548.00	X	80.00%	X	N/A	=	\$116
D-1	\$0.26	X	570.00	X	80.00%	X	N/A	=	\$120
S-1	\$0.26	X	16.00	X	80.00%	X	N/A	=	\$3
PUE-6	\$0.26	X	164.00	X	80.00%	X	N/A	=	\$35
Direct damages to site improvements:									\$0
Damage to the remainder property:									\$0
Total:									\$1,604
Rounded to read:									\$1,600

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### RECONCILIATION & ALLOCATION OF DAMAGES

Valuation has been completed based on applying a per square foot of land value based on analysis of comparable land sales data only as this is the only valuation methodology applicable to the appraisal problem. There was adequate land sales data to produce a highly credible and defensible appraisal of damages. Damages are allocated as follows:

Parcel No.	Value p.s.f.	X	Taking Area	X	% Factor	X	5-Year Discount Factor	=	Damages
E-1	\$0.26	X	2,218.00	X	80.00%	X	N/A	=	\$468
E-2	\$0.26	X	2,976.00	X	80.00%	X	N/A	=	\$628
E-3	\$0.26	X	1,105.00	X	80.00%	X	N/A	=	\$233
D-S-1	\$0.26	X	548.00	X	80.00%	X	N/A	=	\$116
D-1	\$0.26	X	570.00	X	80.00%	X	N/A	=	\$120
S-1	\$0.26	X	16.00	X	80.00%	X	N/A	=	\$3
PUE-6	\$0.26	X	164.00	X	80.00%	X	N/A	=	\$35
Direct damages to site improvements:									\$0
Damage to the remainder property:									\$0
Total:									\$1,604
Rounded to read:									<b>\$1,600</b>

Therefore, the indicated market value of the direct damages to the subject property resulting from the proposed taking, as of February 7, 2025, is:

**(\$1,600.00)**

Jason H. Dono  
 Howard S. Dono & Associates, Inc.  
 Massachusetts Certified General Real Estate Appraiser #76163

**City / Town:** *Deerfield, MA*  
**Owner:** *Great River Hydro, LLC*  
**Project No.** *608634*  
**Project Name:** *Upper Road Over Deerfield River*  
**Parcel No(s):** *E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6*



## **CERTIFICATE OF THE APPRAISER**

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

- That on February 7, 2025, I personally made a field inspection of the property herein appraised and afforded the owner, or his/her designated representative, the opportunity to accompany me on the inspection. I have also, on February 7, 2025 or prior dates, personally made field inspections of the individual comparable sales relied upon in making said appraisal. The property being appraised, and the comparable sales relied upon in making this appraisal, were as represented in this appraisal.

- The statements of fact contained in this report are true and correct, subject to the limiting conditions herein set forth.

- 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 or bias with respect to the parties involved. I will not directly or indirectly benefit from the acquisition of such property appraised.

- My engagement in 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 current Uniform Standards of Professional Appraisal Practice.

- Nobody provided real property appraisal assistance to the person signing this certification.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and legal instructions, and are my personal, unbiased professional analyses, opinions and conclusions.

- That to the best of my knowledge no portion of the value assigned to the property appraised consists of items which are non-compensable under the established law of the Commonwealth of Massachusetts.

- That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

- That I have not revealed the findings and results of such appraisal to anyone other than the client and I will not do so until so authorized by said client, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- 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 the acceptance of this assignment.


- That any decrease or increase in the market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property.

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**CERTIFICATE OF THE APPRAISER**

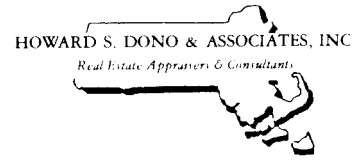
- That I have collected and analyzed relevant data, and applied appropriate valuation techniques and methods. As a result of my analysis, it is my opinion that the value of the property to be acquired and the damages to the remainder, if any, based upon my independent appraisal and the exercise of my professional judgment as of the effective date of appraisal, February 7, 2025, is \$1,600.00, and that the conclusion set forth in this independent appraisal is based upon the exercise of my professional judgment.

  
\_\_\_\_\_  
Signature  
Jason H. Dono  
MA General Certification #76163

February 13, 2025  
Date



**City / Town:** *Deerfield, MA*  
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## **A D D E N D A**

- Qualifications of the Appraiser
- LPA Appraisal Function Job Aid
- Comparable Sales Location Map and Sales Detail Sheets
- Subject Deed
- Letter, Affidavit & Certified Mail Receipt (communication received if applicable)

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**HOWARD S. DONO & ASSOCIATES, INC.**  
*Real Estate Appraisers & Consultants*  
217 West Boylston Street, W. Boylston, Ma 01583  
Office (508) 852-1588, Facsimile (508) 852-1376

**QUALIFICATIONS OF JASON DONO**

**EDUCATION:**

Roger Williams University, Bristol, RI  
Bachelor of Science Business Management, 2020  
*Massachusetts Board of Real Estate Appraisers:*  
Basic Appraisal Principles, 2016  
Basic Appraisal Procedures, 2016  
15-Hour USPAP, 2017  
Advanced Residential Applications & Case Studies, 2018  
Residential Report Writing & Case Studies, 2019  
*Appraisal Institute:*  
General Appraiser Report Writing & Case Studies, 2018  
General Appraiser Income Approach/Part 1, 2019  
General Appraiser Income Approach/Part 2, 2019  
General Appraiser Market Analysis and Highest & Best Use, 2019  
General Appraiser Sales Comparison Approach, 2019  
General Appraiser Site Valuation and Cost Approach, 2019  
Real Estate Finance, Statistics, & Valuation Modeling, 2019  
*Seminars:*  
Supervising Beginning Appraisers; Plan for Success, 2016  
USPAP Update Seminar, 2018, 2020, 2022 & 2024  
Appraising Easements, 2023  
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications, 2022

**LICENSES:**

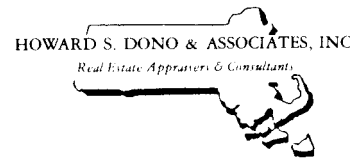
**MA Certified General Real Estate Appraiser #76163**

**EXPERIENCE:**

Howard S. Dono & Associates, Inc. *Staff Appraiser*;  
2015 – Present. Duties include: Fee appraisals for bank financing, development analysis, real estate tax appeals, estate and probate matters, relocation and other personal consumer uses. Thorough knowledge of the three accepted approaches to value: Direct Sales Comparison Approach, Cost Approach, and Income Capitalization. Appraisal experience includes all types of residential and non-residential property with a specialty in right-of-way/eminent domain acquisitions. Thorough knowledge of both state (MassDOT) and federal appraisal standards and requirements for right-of-way/eminent domain acquisitions. Experience as a MassDOT Appraiser and Review Appraiser, Community Compliance Division, Uniform Standards for Federal Land Acquisitions (Yellow Book) assignments, and E.E.A. assignments. FHA approved appraiser.

Howard S. Dono & Associates, Inc. *Appraisal Assistant*  
Assisted the President / CEO performing property inspections, researching appraisal report writing for conventional bank financing purposes as well as FHA/VA financing, probate, estate planning/settlements, relocation, eminent domain, and other personal consumer uses.

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License



**City / Town:** Deerfield, MA  
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## LPA Appraisal Function Job Aid

### Local Public Agency - Appraisal Responsibilities



- Identify and select qualified appraisers – appraiser and review appraiser
- Establish process for reviewing appraisals
- Ensure appraisals are completed and reviewed appropriately – use your review appraiser as a consultant to assist you (using Your Review Appraiser's Checklist at the end of this job aid)
- Review and approve the final appraisal report
- Establish an amount believed to be just compensation

Note: For your first project or a complex project, schedule a pre-appraisal meeting with your State DOT LPA coordinator and your appraisal and acquisition consultants to discuss the issues

### Local Public Agency - Valuation Activities

1. Obtain survey and plans
2. Determine appraisal formats for the following types of acquisitions (and number of appraisals per acquisition)
  - Simple partial acquisitions (strip takings)
  - Simple total acquisitions
  - Complex acquisitions and before/after appraisals
3. Determine appraiser availability
  - Staff or fee
  - Residential or general qualifications
4. Identify the appraisal problem and write scope of work, taking into account;
  - Property ownership rights being acquired
  - Property encumbrances and pre-existing easements
  - Need for specialty appraisals (machinery, arborist, etc.)
  - Cost-to-cure situations
  - If partial acquisition, determine if items such as well or septic system is within take area
5. Determine highest and best use
  - Land viewed as if vacant
  - Contributory value of improvements
  - Possible transitional H&B use
6. Conduct data collection and analysis
  - Collect and verify data and comparable sales
  - Analyze data in relation to subject property
7. Prepare Land/Site Valuation
  - Identify the whole property, or larger parcel
  - Identify and address tenant owned improvements
  - Land is valued prior to consideration of improvements
  - Sales comparison approach typically used
  - If improved, identify realty vs. personalty
  - If before/after appraisal, identify additional after acquisition comparables
  - Develop Cost and Income approach, or explain why not applicable
8. Reconcile separate approaches to value, if appropriate

### Local Public Agency - General Post-Valuation Activities

1. Help the review appraiser in thoroughly understanding the appraisal report
2. Discuss questions with the negotiator regarding the appraisal and the valuation process
3. Provide needed data to relocation personnel
4. Provide information to property management relating to highest and best use of the property
5. Serve as a resource to property management providing marketing ideas for disposing of the remainder if it is an uneconomic remnant
6. Assist with legal settlements and litigation (these activities may be performed by the appraiser and/or the review appraiser)
  - Consult on potential legal settlements if necessary
  - Appear as an expert witness in legal proceedings if necessary
  - Serve as a team member in helping to analyze a legal settlement
  - Participate in pre-trial conferences and selection of experts
  - Provide consulting regarding strengths and weaknesses of opponent's evidence
  - Discuss the theory of the case with the attorney to insure the adoption of a correct theory
  - Always consult with an attorney when preparing for discovery
  - Write answers to questions through written interrogatories
  - Produce all documents used in preparing the appraisal
  - Identify other experts or resources to complement your testimony

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LPA Appraisal Function  
Job Aid

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**Appraisal Scope of Work Criteria**

- ☐ Does the Scope of Work require compliance?
    - ☐ Federal and State requirements
    - ☐ State DOT FHWA approved right-of-way or appraisal manual
    - ☐ The definition of an appraisal in 49 CFR 24.2(a)(3)
  - ☐ Does the Scope of Work specify property inspection requirements?
    - ☐ Give owner opportunity to accompany appraiser on inspection
    - ☐ Inspect neighborhood and project area
    - ☐ Inspect interior and exterior of subject improvements
    - ☐ Provide level of detail of physical characteristics
  - ☐ Does the Scope of Work address the following appraisal content requirements?
    - ☐ Property description, including floor plan, dimensions, photographs, location maps
    - ☐ Property rights to be acquired
    - ☐ Definition of value
    - ☐ Date of valuation and date of the report
    - ☐ Realty/personalty report
    - ☐ Observed or known encumbrances
    - ☐ Five-year sales history of the property
    - ☐ Highest and best use analysis of present use and zonings
    - ☐ Present and analyze relevant market information
    - ☐ Consider project influence in the appraisal report
    - ☐ Report opinions and conclusions
    - ☐ Intended use
    - ☐ Intended user
    - ☐ Required certification
    - ☐ Assumptions and limiting conditions
-

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LPA Appraisal Function  
Duties and Responsibilities - Job Aid

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**Selecting an Appraiser and a Review Appraiser**



Before hiring an Appraiser or a Review Appraiser:

- Consult with your State DOT to ensure both the Appraiser and Review Appraiser meet State DOT qualifications and are State certified or licensed
- Define the appraisal problem and select an Appraiser and a Review Appraiser based on the individual project or the complexity of parcels identified for the acquisition
- Consider the Appraiser and Review Appraiser's past eminent domain experience and quality of services provided to other clients

When selecting an Appraiser or Review Appraiser, check their:

- ☐ Education and credentials
- ☐ General & Geographic experience
- ☐ Property type experience
- ☐ Reputation and work ethic
- ☐ Court testimony experience
- ☐ Prior Agency experience

---

**Appraiser's Responsibilities**

- |  |  |
|--|--|
| ➤ Attend pre-appraisal meetings with LPA and State DOT, if necessary | ➤ Determine highest and best use   |
| ➤ Develop scope of work in coordination with LPA                     | ➤ Prepare land/site valuation  |
| ➤ Write the problem definition                                       | ➤ Consider three approaches to value   |
| ➤ Prepare a preliminary survey and plan                              | ➤ Conduct reconciliation   |
| ➤ Invite owner to property inspection                                | ➤ Respond to questions/comments from review appraiser                          |
| ➤ Conduct physical inspection of property                            | ➤ Submit correction to appraisal report  |
| ➤ Conduct data collection and analysis                               | ➤ Disclose any prior involvement with the subject property in the last 3 years |

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LPA Appraisal Function  
Job Aid

**Review Appraiser's Responsibilities**

Review Appraiser's Pre-Appraisal Responsibilities:

- Participate as a member of the project development team to contribute expertise and improve the process through coordination
- Develop an appraisal complexity analysis
- Select an appraiser for the project
- Participate in pre-appraisal meetings
- Assist the Agency in the development of a scope of work

Review Appraiser Appraisal Responsibilities:

- Ensure appraisal compliance with the contract/assignment
- Communicate effectively with appraiser
- Review appraiser's findings
- Prepare review appraiser's report
- Review owner's appraisals, if applicable
- Recommend just compensation
- Establish just compensation, if Agency employee and authorized by Agency

Review Appraiser's Post-Appraisal Responsibilities:

- Negotiation
  - Assist acquisition agent with complex appraisal issues
- Relocation
  - Prevent double-payments during relocation
  - Provide carve-out calculations
- Property management
  - Establish economic rent
  - Provide data and market trends
- Settlement
  - Provide professional advice
- Litigation
  - Participate as a member of the litigation team (pre-trial conferences, selecting experts, consulting on strengths/weaknesses of evidence)
  - Assist in preparing for discovery (requests for admissions, written interrogatories, motions for producing documents, depositions)
  - Provide evidence consultation (discovering flaws in opponent's appraisal)
- Post-project review
  - Participate in project evaluation
  - Provide input for process improvements
- Provide appraiser evaluation, to be included in Agency appraiser database

**Fee Review Appraiser's Responsibilities**

Fee Review Appraiser's should

- ☐ Comply with the contract
- ☐ Represent the Agency
- ☐ Review the requirements in the same manner as for staff
- ☐ Prepare estimate of market value for Agency approval

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### Your Review Appraiser's Checklist

<p><b>Ensure The Appraisal Complies With The Contract</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Does the appraisal comply with the contract?</li> <li><input type="checkbox"/> Was the contract developed based on the scope of work? (See page 2 of checklist)</li> <li><input type="checkbox"/> Does the appraisal comply with both Federal and State appraisal requirements?</li> <li><input type="checkbox"/> Was the appraisal completed on schedule and all milestones completion dates met?</li> </ul>	<p><b>Ensure The Appraisal Addresses The Main Requirements Of 49 CFR Part 24</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Did the appraiser invite the owner or designated representative to accompany the appraiser on the property inspection? Is this documented?</li> <li><input type="checkbox"/> What concerns did the property owner or representative express? Are they documented?</li> <li><input type="checkbox"/> Does the appraisal separately address the tenant-owned improvements?</li> <li><input type="checkbox"/> Was the tenant-owner given an opportunity to accompany the appraiser on the property inspection? Is this documented?</li> <li><input type="checkbox"/> Does the appraisal clarify what is compensable and what is non-compensable?             <ul style="list-style-type: none"> <li><input type="checkbox"/> Have damages occurred?</li> <li><input type="checkbox"/> What was the impact of the taking on the remainder?</li> <li><input type="checkbox"/> Did you measure the damage?</li> <li><input type="checkbox"/> Does the report separate the identification of the damages?</li> <li><input type="checkbox"/> Did you find any non-compensable damages included in the appraisal?</li> <li><input type="checkbox"/> Did you request appropriate corrections?</li> </ul> </li> <li><input type="checkbox"/> Does the appraisal address all real property affected by the acquisition?             <ul style="list-style-type: none"> <li><input type="checkbox"/> Does the appraisal consider all improvements?</li> <li><input type="checkbox"/> Does the report appraise these improvements if they are impacted?</li> <li><input type="checkbox"/> Does the report contain support and/or justification for not appraising the improvements?</li> </ul> </li> <li><input type="checkbox"/> Does the appraisal identify both real and personal property?             <ul style="list-style-type: none"> <li><input type="checkbox"/> Is there a separate personal property report or list within the appraisal report?</li> <li><input type="checkbox"/> Does the personalty report clearly delineate what the value estimate includes?</li> <li><input type="checkbox"/> Is there a clear distinction between the personal and the real property?</li> </ul> </li> <li><input type="checkbox"/> If there is a potential uneconomic remnant situation, did the remainder suffer a loss of value?             <ul style="list-style-type: none"> <li><input type="checkbox"/> Did you find all of the necessary data and analysis information in the report?</li> <li><input type="checkbox"/> Do you need to gather more information before making your determination?</li> </ul> </li> </ul>
<p><b>Communicate with the Appraiser</b></p> <p>To communicate effectively with the appraiser, always remember these three points:</p> <ul style="list-style-type: none"> <li>• Critique the report and not the person</li> <li>• Solve the problem</li> <li>• Obtain necessary corrections</li> </ul>	
<p><b>Determine If Appraiser Used Proper Appraisal Methodology</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Does the whole property meet the test of unity of use, contiguity, and ownership, and if not, has the appraiser explained the rationale for determining the whole property?</li> <li><input type="checkbox"/> Is the appraiser's opinion of highest and best use supported by market data?</li> <li><input type="checkbox"/> Is the market data comparable to the subject, contain sufficient information, and appear to be properly verified?</li> <li><input type="checkbox"/> Did the appraiser use and apply the three approaches to value correctly or explain the exclusion of one or more of the approaches.</li> <li><input type="checkbox"/> Are the adjustments supported by market data or based on subjective reasoning?</li> <li><input type="checkbox"/> Did the appraiser properly address the value of the partial acquisition and remainder?</li> <li><input type="checkbox"/> Was project influence, if any, applied correctly?</li> <li><input type="checkbox"/> Does the report use the proper compensation framework (Federal and State rules) for this jurisdiction?</li> <li><input type="checkbox"/> Were the assumptions and limiting conditions made in the report reasonable?</li> </ul>	



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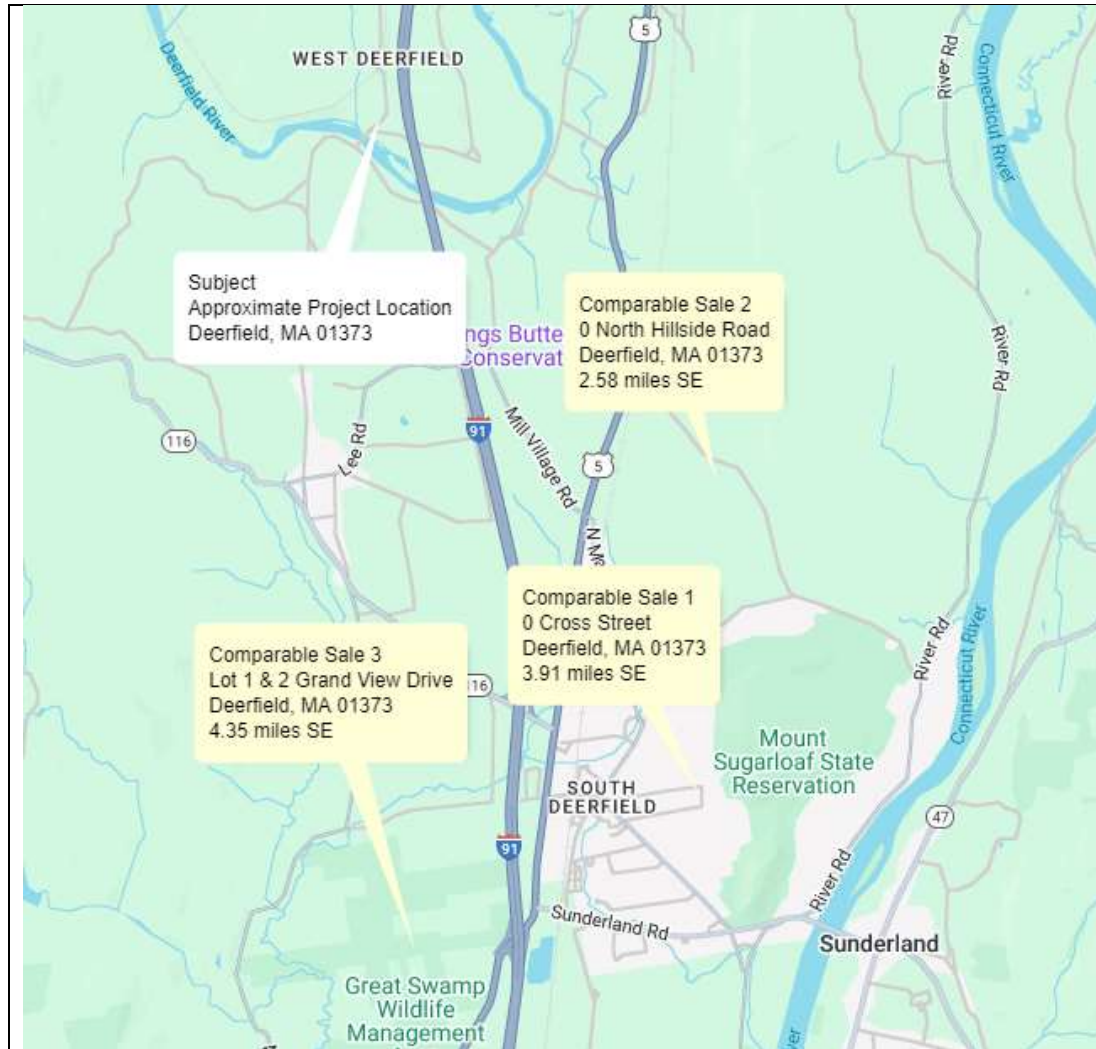
### Your Review Appraiser's Checklist

<p><b>Ensure The Quality And Accuracy Of The Appraisal</b></p> <p><input type="checkbox"/> Does the appraisal adhere to quality assurance principles?</p> <ul style="list-style-type: none"> <li><input type="radio"/> Logical?</li> <li><input type="radio"/> Consistent?</li> <li><input type="radio"/> Mathematically correct?</li> <li><input type="radio"/> Grammatically correct?</li> <li><input type="radio"/> Clearly written?</li> <li><input type="radio"/> Legally sufficient?</li> </ul> <p><input type="checkbox"/> Does the appraisal contain any common mistakes?</p> <ul style="list-style-type: none"> <li><input type="radio"/> Improper methodology?</li> <li><input type="radio"/> Unsupported adjustments?</li> <li><input type="radio"/> Data inconsistent with opinion of highest and best use?</li> <li><input type="radio"/> Erroneous zoning assumptions?</li> <li><input type="radio"/> Compensability issues?</li> <li><input type="radio"/> Unsupported damage estimates?</li> <li><input type="radio"/> Math errors?</li> </ul>	<p><b>Prepare a Review Appraiser's Report</b></p> <p><input type="checkbox"/> Is the Review Appraiser's Report based on 49CFR Part 24?</p> <ul style="list-style-type: none"> <li><input type="radio"/> Is it a written report?</li> <li><input type="radio"/> Does it identify the appraisal report?</li> <li><input type="radio"/> Does it document the findings and conclusions?</li> <li><input type="radio"/> Does it identify damages?</li> <li><input type="radio"/> Does it include a signed certification stating approved value?</li> </ul> <p><input type="checkbox"/> Did you maintain and develop a comprehensive Review Appraiser's Report?</p> <ul style="list-style-type: none"> <li><input type="radio"/> Does it discuss the strengths and weaknesses of the appraisal report?</li> <li><input type="radio"/> Does it maintain a positive approach and avoid negativity?</li> <li><input type="radio"/> Does it refer to the report and not the person?</li> <li><input type="radio"/> Does it avoid imposing your opinion instead of the appraiser's?</li> </ul>
<p><b>Verify All Conclusions Are Fully Supported</b></p> <p><input type="checkbox"/> Did you verify that the appraisal fully supports all conclusions?</p> <ul style="list-style-type: none"> <li><input type="radio"/> Are the opinions expressed supported by relevant market data?</li> <li><input type="radio"/> Have you fully evaluated the analysis, data, and conclusions?</li> </ul>	<p><b>Review Property Owner Appraisals</b></p> <p>If you received a property owner's appraisal did you ...</p> <p><input type="checkbox"/> Consider the findings?</p> <p><input type="checkbox"/> Subject it to the same review process?</p> <p><b>Establish Just Compensation</b></p> <p><input type="checkbox"/> As a Staff Review Appraiser, did you develop and report the amount believed to be just compensation?</p> <p><input type="checkbox"/> As a Fee Review Appraiser, did you establish an estimate of market value for Agency approval?</p>
<p><b>Review Appraiser's Findings</b></p> <p><input type="checkbox"/> Not acceptable</p> <p><input type="checkbox"/> Acceptable – meets all requirements but not selected as recommended or approved</p> <p><input type="checkbox"/> Recommended – as the basis for the establishment of the amount believed to be just compensation</p> <p><b>Appraisal Review Management Activities</b></p> <ul style="list-style-type: none"> <li>• Reconcile consistency issues</li> <li>• Reconcile divergent values reconciliation</li> <li>• Provide assistance with project management review</li> </ul>	<p><b>Sequence for the review of an appraisal report –</b></p> <p><i>If you completed your compliance review in a favorable manner, then you accomplished the following:</i></p> <p><input type="checkbox"/> Reviewed preliminary scope of work</p> <p><input type="checkbox"/> Read the appraisal</p> <p><input type="checkbox"/> Checked for compliance with regulations</p> <p><input type="checkbox"/> Assessed comparability and accuracy of data</p> <p><input type="checkbox"/> Assessed methodology, judgment, and conclusions</p> <p><input type="checkbox"/> Assessed quality and accuracy of the report</p>

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### Comparable Sales Location Map



**City / Town:** *Deerfield, MA*  
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### Comparable Sale 1

Property Location:	0 Cross Street
City / Town:	Deerfield, MA
Property Type:	One Residential Lot
Date of Sale:	1/9/2025
Sales Price:	\$150,000
Price Per Square Foot:	\$5.21
Land Area Square Feet:	28,802
Frontage:	100.0± feet per deed
Assessor's Reference:	169-80
Assessment:	\$137,900 (FY 2024)
Zoning:	CVR
Grantor:	Peter M. and Judith L. Kuzdeba Joint Revocable Trust
Grantee:	Hunsicker, Jesse D. & Healy, Jennifer E.
Franklin County Deed Ref.:	8425-31
Finnacing:	None noted
Sales Hisotry:	2/7/2024 for \$1.00.
Data Source:	Broker, Assessment, Deed, MLS,PIN

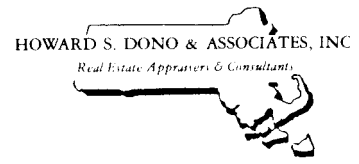
COMMENTS: The comparable property was listed in the MLS,PIN as #73306863 on 10/28/2024 for \$145,000 for a total of 16 days. The property transferred on 1/9/2025 for \$150,000.

Per the broker, town water and sewer are available to the site. Gas is not available to the site.

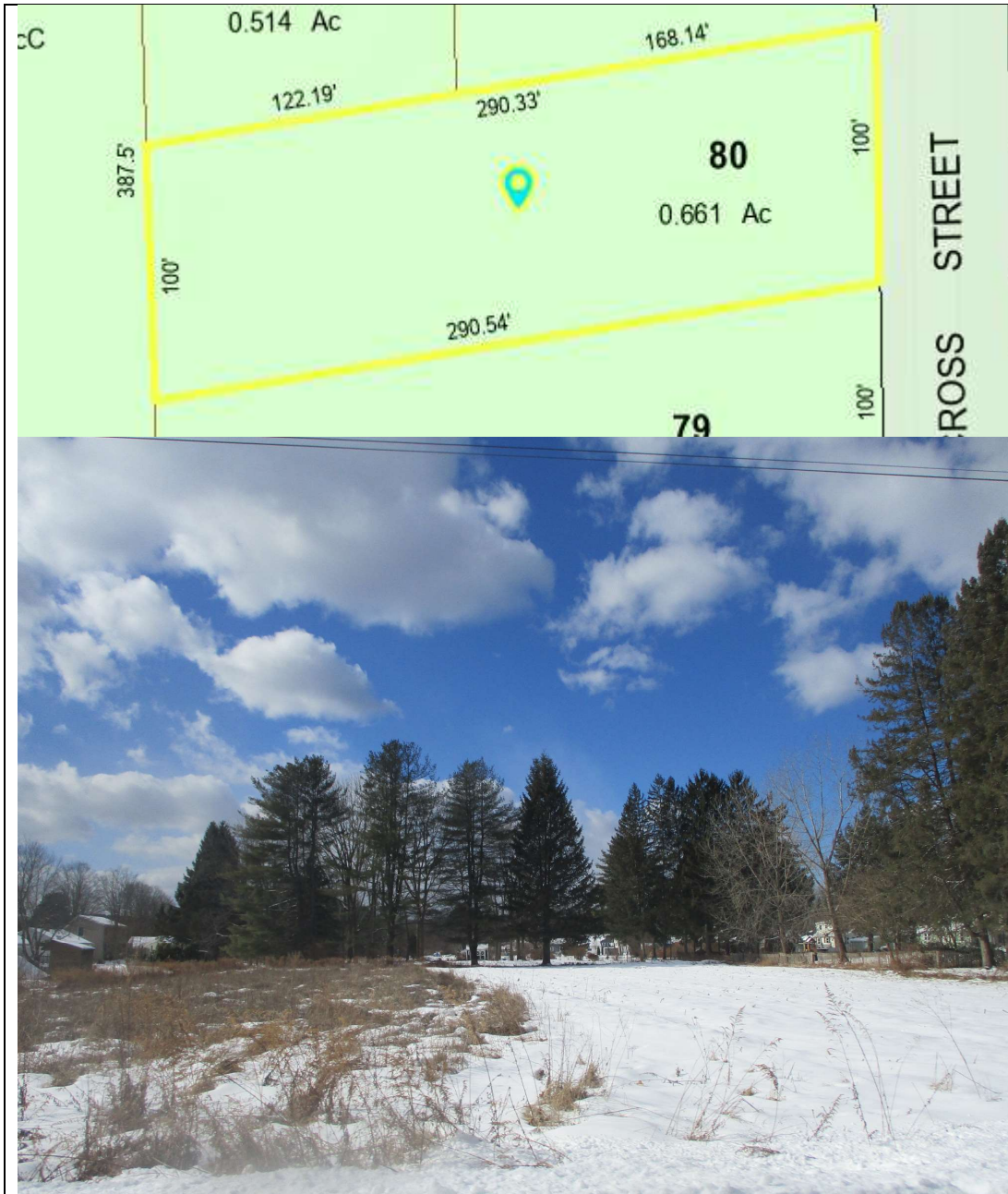
The comparable is currently vacant.

The comparable property is located in a similar overall location in comparison to the subject property. The comparable sale is located on a secondary road with minimal traffic exposure.

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**Project No.** 608634  
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**Parcel No(s):** E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6



### Comparable Sale 1 Map and Photo



**City / Town:** *Deerfield, MA*  
**Owner:** *Great River Hydro, LLC*  
**Project No.** *608634*  
**Project Name:** *Upper Road Over Deerfield River*  
**Parcel No(s):** *E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6*



## Comparable Sale 2

Property Location:	0 North Hillside Road (Two Lots)
City / Town:	Deerfield, MA
Property Type:	Two Residential Lots
Date of Sale:	1/22/2025
Sales Price:	\$300,000
Price Per Square Foot:	\$0.35
Land Area Square Feet:	858,655
Frontage:	399.07± feet per plan
Assessor's Reference:	134-8
Assessment:	\$6,001 (FY 2024)
Zoning:	RA
Grantor:	The Kownacki Investment Trust
Grantee:	Kicza, Timothy David & Kelly
Franklin County Deed Ref.:	8429-279
Finnacing:	None noted
Sales Hisotry:	None in five years
Data Source:	Broker, Assessment, Deed, MLS,PIN


COMMENTS: The comparable property was listed in the MLS,PIN as #73307327 on 10/29/2024 for \$350,000 for a total of 66 days. The property transferred on 1/22/2025 for \$300,000.

There is the potential for two buildable lots given the overall size and frontage. The sales grid reflects the average sale price of the two potential lots as well as the average land area of the two potential lots.

Per the broker, town water, sewer, and gas are not available to the site.

The comparable is currently vacant. There is an electrical easement running through the back land of the property. The property benefits from a 20' wide access easement.





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Real Estate Appraisers & Consultants

The image is a composite of an aerial photograph and a detailed survey map. The aerial photograph shows a winter scene with snow-covered ground, bare trees in the foreground, and a line of trees in the distance under a blue sky with scattered clouds. Overlaid on the right side of the photograph is a large, detailed survey map. The map is a technical drawing showing property boundaries, easements, and various survey points. It includes numerous bearings (e.g., S89°00'24"E, S89°43'42"E, S82°46'33"E) and distances (e.g., 83.30', 174.31', 225.50'). Key features on the map include:
 

- Parcel A:** A large area labeled 'PARCEL A AREA = 19.712 ACRES'.
- Highway Relocation:** A 'PAVED ROAD' and 'HIGHWAY RELOCATION' are shown at the top right.
- Survey Details:** Several circular callouts labeled 'DETAIL "A"', 'DETAIL "B" (NOT TO SCALE)', and 'DETAIL "C" (NOT TO SCALE)' provide magnified views of specific survey points and iron pipe locations.
- Adjacent Owners:** The map references several other landowners and their respective survey books and pages, including Joseph M. Podlesny, Kathleen M. Sylvester, Judith A. Wilson, Kevin C. Blakston, and Philip C. & Nancy J. Hayes.
- Infrastructure:** A 'RAILROAD' and 'ASH' line are shown at the bottom of the map.
- Other Features:** The map also shows a '20' WIDE RIGHT OF WAY FOR THE BENEFIT OF JUDITH A. WILSON, TRUSTEE OF THE KOWACH INVESTMENT TRUST', a '1" TRIANGULAR CONCRETE BOUND FOUND, UP 1.5"', and various 'IRON PIPE FOUND' locations with specific measurements.

**City / Town:** *Deerfield, MA*  
**Owner:** *Great River Hydro, LLC*  
**Project No.** *608634*  
**Project Name:** *Upper Road Over Deerfield River*  
**Parcel No(s):** *E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6*



### Comparable Sale 3

Property Location:	Lot 1 & 2 Grand View Drive
City / Town:	Deerfield, MA
Property Type:	Two Residential Lots
Date of Sale:	10/7/2024
Sales Price:	\$320,000
Price Per Square Foot:	\$1.23
Land Area Square Feet:	261,120
Frontage:	400.0± feet per plan
Assessor's Reference:	109-10.1 & 10.2
Assessment:	\$305,400 (FY 2024)
Zoning:	RA
Grantor:	Grandview Estates, LLC
Grantee:	Beaudry, Andrew R.
Franklin County Deed Ref.:	8382-238
Finnacing:	Grandview Estates, LLC: \$105,000
Sales Hisotry:	None in five years
Data Source:	Broker, Assessment, Deed, MLS,PIN

COMMENTS: The comparable properties were listed in the MLS,PIN as #73277828 and #73277833 on 8/14/2024 for \$175,000 and \$150,000, respectively, for a total of 32 days. The properties transferred on 10/7/2024 for \$320,000 in a single transaction to one buyer.

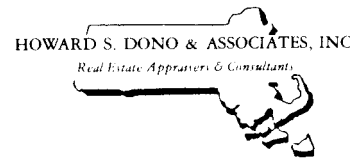
The sales grid reflects the average sale price of the two lots as well as the average land area of the two lots.

Per the broker, town water, sewer, and gas are not available to the site.

The comparable sale is currently vacant.

The comparable property is located in a similar location in relation to the subject property.

**City / Town:** Deerfield, MA  
**Owner:** Great River Hydro, LLC  
**Project No.** 608634  
**Project Name:** Upper Road Over Deerfield River  
**Parcel No(s):** E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6

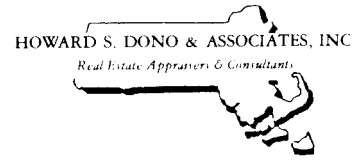


### Comparable Sale 3 Map and Photo





**City / Town:** *Deerfield, MA*  
**Owner:** *Great River Hydro, LLC*  
**Project No.** *608634*  
**Project Name:** *Upper Road Over Deerfield River*  
**Parcel No(s).:** *E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6*

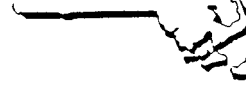


Subject Deed

City / Town: Deerfield, MA  
Owner: Great River Hydro, LLC  
Project No. 608634  
Project Name: Upper Road Over Deerfield River  
Parcel No(s): E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6

HOWARD S. DONO & ASSOCIATES, INC.

Real Estate Appraisers & Consultants



Bk: 04823 Pg: 84



2005 00004321  
Bk: 4823 Pg: 84 Doc: DEED  
Page: 1 of 3 04/05/2005 12:02 PM

MASSACHUSETTS EXCISE TAX  
Franklin District ROD #11 001  
Date: 04/05/2005 12:02 PM  
Ctrl# 003723 19350 Doc# 00004321  
Fee: \$46,815.24 Cons: \$10,266,393.00

## DEED

Deerfield 2

USGen New England, Inc., a Delaware corporation (the "Grantor"), for consideration paid, and in full consideration of TEN MILLION TWO HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED NINETY-THREE AND 00/100 (\$10,266,393.00) DOLLARS, GRANTS to TransCanada Hydro Northeast Inc., a Delaware corporation, with a mailing address at 110 Turnpike Road, Suite 203, Westborough, Massachusetts 01581 (the "Grantee"), the land with the buildings and other improvements thereon and the easements and other interests in land, together with the rights appurtenant thereto, in the towns of Buckland, Conway and Shelburne, Franklin County, Massachusetts, <sup>Being the same as</sup> described more particularly in a Deed from New England Power Company to the Grantor, dated August 18, 1998, recorded in the Franklin County Registry of Deeds at Book 3393, Page 342 and with the Franklin County Registry District of the Land Court as Document No. 5665 and noted on Certificate of Title No. 1202 (the "Granted Premises").

TO HAVE AND TO HOLD said Granted Premises, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, forever.

The Grantor, for itself and its successors, covenants with the Grantee and its successors and assigns, that the Granted Premises as described herein are free from all encumbrances made by the Grantor, and that it will, and its successors shall, consent and defend the same to the Grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through or under the Grantor, but against none other.

The Granted Premises are conveyed subject to, and with the benefit of, all matters described in the aforesaid Deed from New England Power Company to the Grantor, dated August 18, 1998, recorded with Franklin County Registry of Deeds, at Book 3393, Page 342, and

**City / Town:** *Deerfield, MA*  
**Owner:** *Great River Hydro, LLC*  
**Project No.** *608634*  
**Project Name:** *Upper Road Over Deerfield River*  
**Parcel No(s):** *E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6*

HOWARD S. DONO & ASSOCIATES, INC.

*Real Estate Appraisers & Consultants*



**Bk: 04823 Pg: 85**

with the Franklin County Registry District of the Land Court as Document No. 5665 and noted on Certificate of Title No. 1202 to which reference is made for the Grantor's title.

The Granted Premises include a parcel of registered land which is shown on Land Court Plan No. 4206A which is filed with Certificate of Title No. 7.

The Granted Premises are conveyed subject to, and with the benefit of, all matters appearing of record in the Franklin County Registry of Deeds and in the Franklin County Registry District of the Land Court, including, without limitation, the terms of a Grant of Conservation Restriction from the Grantor to the Massachusetts Department of Environmental Management, dated July 11, 2001, recorded with the Franklin County Registry of Deeds at Book 3812, Page 90, and with the Franklin County Registry District of the Land Court as Document No. 6090, which Grant of Conservation Restriction is binding on the Grantor's successors in interest to the Protected Property, as described therein, in perpetuity. Grantor hereby grants and assigns to Grantee all of Grantor's rights and privileges under such matters appearing of record.

City / Town: Deerfield, MA  
Owner: Great River Hydro, LLC  
Project No. 608634  
Project Name: Upper Road Over Deerfield River  
Parcel No(s): E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6

HOWARD S. DONO & ASSOCIATES, INC.

Real Estate Appraisers & Consultants



Bk: 04823 Pg: 86

Executed as a sealed instrument this 24<sup>th</sup> day of March, 2005.

USGEN NEW ENGLAND, INC.

By: [Signature]  
Name: Ernest K. Hauser  
Title: President

STATE OF Maryland

County of Montgomery, ss.

On this 24<sup>th</sup> day of March, 2005, before me the undersigned Notary Public, personally appeared Ernest K. Hauser, proved to me by satisfactory evidence of identification, which is company ID, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as President for USGen New England, Inc., for the stated purpose.



[Signature]  
Notary Public  
My commission expires:

SHERRY E. GOINES  
NOTARY PUBLIC  
MONTGOMERY COUNTY  
MARYLAND  
MY COMMISSION EXPIRES OCT. 1, 2008

ATTEST: FRANKLIN COUNTY, MASS. H. Peter Wood, Register

**City / Town:** *Deerfield, MA*  
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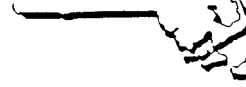


Letter, Affidavit & Certified Mail Receipt (communication received if applicable)

**City / Town:** Deerfield, MA  
**Owner:** Great River Hydro, LLC  
**Project No.** 608634  
**Project Name:** Upper Road Over Deerfield River  
**Parcel No(s):** E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6

HOWARD S. DONO & ASSOCIATES, INC.

Real Estate Appraisers & Consultants



Howard S. Dono, MRA, IFAS, ASA  
President / CEO  
Joseph R. Evangelista, RA  
Senior Partner  
Joseph R. Curley, Jr., MBA, MRA, ASA  
Vice President

HOWARD S. DONO & ASSOCIATES, INC.



217 West Boylston Street  
West Boylston, MA 01583  
Office (508) 852-1588  
Facsimile (508) 852-1376  
Email: [info@howardsdono.com](mailto:info@howardsdono.com)  
Website: [howardsdono.com](http://howardsdono.com)

January 29, 2025

Great River Hydro, LLC  
69 Milk Street, Suite 308  
Westborough, MA 01581

Re: Upper Road Over Deerfield River Appraisals, Project No. 608634  
Parcel No(s): E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6  
0 Stillwater Road & 0 Upper Road Assessor's Map 89, Lot 11 & 13 Deerfield, MA

Dear property owner:

Howard S. Dono & Associates, Inc. has been hired by the Town of Deerfield to appraise neighborhood real estate for the purposes of obtaining partial acquisitions by the Town of Deerfield necessary for the road improvement project along Upper Road and the surrounding neighborhood. I will be inspecting and photographing your property from the curb and over the next few weeks I will be completing my work. Since only the frontage of your property is subject to the easement(s) I do not require further access to your property or additional access or information from you; this said you may have information you feel is important to the appraisal process and I very much welcome this input.

By law, I am required to inform you of your right to meet me (either by phone or in person) to discuss the proposed work and how you feel it will affect your property. Please contact me at 508-852-1588 or at [jdono@howardsdono.com](mailto:jdono@howardsdono.com) if you would like to speak or meet with me. I can provide electronic copies of the right of way plans by email.

I am not an engineer and am neither empowered nor qualified to discuss the engineering decisions on which the proposed work is based. By law, I am not authorized to discuss my ultimate opinion of value. Upon completion of my appraisal the appraisal will be reviewed and you will be offered just compensation by the Town of Deerfield.

Thank you for your anticipated cooperation.

Jason H. Dono

HOWARD S. DONO & ASSOCIATES, INC.

Enc. MassDOT affidavit (your signature is not required)

**City / Town:** *Deerfield, MA*  
**Owner:** *Great River Hydro, LLC*  
**Project No.** *608634*  
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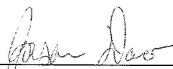
#### APPRAISER'S AFFIDAVIT

I, Jason H. Dono, HEREBY CERTIFY:

That on January 29, 2025, I afforded the owner or the owner's representative by certified mail the opportunity to accompany me on an inspection of the property located at:

0 Stillwater Road & 0 Upper Road      Assessor's Map 89, Lot 11 & 13      Deerfield, MA

APPRAISER:

      January 29, 2025  
Jason H. Dono      Date

OWNER (owner's signature is not required):

\_\_\_\_\_  
Date

This affidavit is included in our appraisal report together with notes on any communication received from owners or their representatives regarding the proposed taking(s). The appraiser shall either make these notes on the field below or owners may write their own notes and transmit to the appraiser.

NOTES:

**City / Town:** Deerfield, MA  
**Owner:** Great River Hydro, LLC  
**Project No.** 608634  
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**Parcel No(s):** E-1, E-2, E-3, D-S-1, D-1, S-1, PUE-6



7022 1670 0001 6538 4640

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [usps.com](http://usps.com)

Westborough, MA 01581

**Postage and Fees**

Postage	\$1.73
Extra Services & Fees (check box, add fee)	
<input type="checkbox"/> Return receipt (hardcopy)	\$4.10
<input type="checkbox"/> Return receipt (electronic)	\$3.70
<input type="checkbox"/> Certified Mail (hardcopy)	\$1.00
<input type="checkbox"/> Adult Signature Required	\$1.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$2.10

**Postage and Fees** \$1.68

**USPS** JAN 29 2025

**Sent To:** Great River Hydro LLC  
 Street and Apt. No. PO Box 308  
 City, State, ZIP+4® Westborough, MA 01581

PS Form 3800, April 2015 SSU7250-000-900-100 See Reverse for Instructions