

**Missoula City Council
Public Works Committee Agenda**

Date: February 24, 2021, 1:00 pm - 2:30 pm

Location: ZOOM Webinar

Members: Stacie Anderson, Mirtha Becerra (chair), John P. Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

Attend by computer:

[Join the meeting](#)

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Cell phone users: 1-253-215-8782, 1-213-338-8477, or 1-267-831-0333

Landline users: 1-888-475-4499 or 1-877-853-5257

Webinar ID: 896 1339 8849

Password: 027222, Press *9 to raise your hand to be recognized for public comment

Watch the meeting:

[Web stream \(live or on demand\)](#), [YouTube](#), or Spectrum Cable Channel 190

For more ways to watch the meeting and submit public comment, see the Citizen Participation Guide.

Issues? Call the City Clerk 406-552-6078.

If anyone attending this meeting needs special assistance, please provide 48 hours advance notice by calling the City Clerk Office at 406-552-6073.

	Pages
1. ADMINISTRATIVE BUSINESS	
1.1. Roll Call	
1.2. Approval of the Minutes	
1.2.1. 1/27/21 PW Committee Minutes	1
1.2.2. 2/3/21 PW Committee Minutes	4
2. PUBLIC COMMENT	
3. COMMITTEE BUSINESS	
3.1. Proposal to Rename the Higgins Ave. Bridge to Bear Tracks Bridge	Mirtha Becerra 9
Recommended motion: No Recommended Motion – Informational Only	

- | | | | |
|------|--|------------------|-----|
| 3.2. | Purchase of Four (4) SUV for Police Administration | Scot Colwell | 17 |
| | Recommended motion: | | |
| | Approve the purchase of four (4) Jeep Cherokee from Yellowstone County Motors of Livingston, Montana for \$27,643.00 each and all (4) \$110,572.00 this is a cooperative purchase with the State of Montana. This item is line item P7.8 line 44 and is for a Mid-size four door SUV | | |
| 3.3. | Purchase of one (1) .75 Ton Pickup Truck for Communications Shop | Scot Colwell | 21 |
| | Recommended motion: | | |
| | Approve the purchase Approve the purchase of one (1) 2020 Ford Super Duty F250 four wheel drive pickup from National Auto Fleet Group of Watsonville, California for \$35,521.50 | | |
| 3.4. | Purchase of one (1) Mechanics Shop Truck for Fleet Maintenance | Scot Colwell | 34 |
| | Recommended motion: | | |
| | Approve the purchase of One (1) 2022 F550 Ford Super duty Truck from National Auto Fleet Group of Watsonville, California for \$48,443.59. | | |
| 3.5. | Purchase of one (1) One Ton Truck for Cemetery | Scot Colwell | 44 |
| | Recommended motion: | | |
| | Approve the purchase of One (1) 2021 F350 Super Duty Cab and Chassis Pickup Truck from National Auto Fleet Group of Watsonville, California for \$37,114.74. | | |
| 3.6. | Agreement with Mark D. Price for the sale of 1236 North Dickens Street | Ross Mollenhauer | 54 |
| | Recommended motion: | | |
| | Approve and authorize the Mayor to sign an agreement with Mark D. Price for the sale of 1236 North Dickens Street for a cost of \$2,000.00. | | |
| 3.7. | Agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive | Ross Mollenhauer | 117 |
| | Recommended motion: | | |
| | Approve and authorize the Mayor to sign an agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive for a cost of \$180,000.00. | | |
| 3.8. | Agreement with Kim D. Seeberger and David L. Seeberger for the sale of Tract 5 Hillview Heights | Ross Mollenhauer | 191 |
| | Recommended motion: | | |
| | Approve and authorize the Mayor to sign an agreement with Kim D. Seeberger and David L. Seeberger for the sale of Tract 5 Hillview Heights for a cost of \$2,600.00. | | |

4. ADJOURNMENT

Missoula City Council Public Works Committee Minutes

January 27, 2021, 12:30 pm
ZOOM Webinar

Members present: Stacie Anderson, Mirtha Becerra (chair), John P. Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

1.2 Approval of the Minutes

The minutes were approved as submitted.

1.2.1 Minutes from Public Works Committee 1-13-21

2. PUBLIC COMMENT

3. COMMITTEE BUSINESS

3.1 Service Agreement with 2G Energy

Gene Connell Resource Recovery Superintendent presenting

The Co-Gen unit is part of Missoula's Conservation and Climate Action Plan. In 2020 the Co-Gen generated 1.4 gigawatts of energy from biogas, which is worth about \$114,000, including the demand charges it has a value of about \$130,000. This agreement is renewed every year and 2G energy is the only authorized provider for this equipment. The service agreement contains a 92% uptime guarantee. The Co-Gen saves money and prevents additional CO2 from being released.

Ms. Harp asked if there is a Plan B if the Co-Gen is not working. Mr. Connell replied the facility would use energy off the grid, which is not as efficient.

Moved by: Amber Sherrill

Approve and authorize the Mayor to sign a Service Agreement with 2G Energy for Co-Gen maintenance at a cost not to exceed \$80,000.00

AYES: (11): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

ABSENT: (1): Jordan Hess

Vote results: Approved (11 to 0)

3.2 Resolution to Order 2020 miscellaneous curb and sidewalk improvements – Project 2020-001

Monte Sipe Construction Project Manager with Public Works & Mobility presenting

The 2020 miscellaneous curb and sidewalk improvements are two parcels using the City Curb and Finance Program. Once the customers complete the improvements, the City pays the contractor on behalf of the customer. Then in the spring, the City has a Bond sale to offset the cost, and the proceeds go back to cover what was paid out to the customer. This year only two customers applied, and they were both permit issued curb and sidewalk installations.

Ms. Harp asked how often customers apply for this program in a year. Mr. Sipe replied that the applicants vary from year to year, last year 20 customers applied, and this year only 2 applied.

Moved by: Bryan von Lossberg

The committee recommends the City Council approve the resolution to order 2020 curb and sidewalk improvements adjacent to miscellaneous parcels in Project 2020-001

AYES: (12): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

Vote results: Approved (12 to 0)

3.3 Development Agreement with Homeword, Inc. for the Trinity Project (Mullan Road) – Maple Street Surface Improvements

Kevin Slovarp City Engineer for Surface Transportation presenting

This development agreement is part of an extensive, affordable housing development on Mullan Road between Dollar Rental and the Missoula County Detention Facility. These improvements to Maple Street will support the development and aid in the project. The Homeword organization is paying a third of the improvements.

Ms. Jones commented that she supports the Trinity project and the partnership with Homeword which is a great organization. She added this project will be a good impact and help a venerable population.

Heather McMilin with Homeward commented this is a unique implementation. She explained that Homeword would hire the contractor and get the work done for the City. This development was a great way to use City funds and Homeword funds together.

The committee members thanked Ms. McMilin for all her work and for bringing the project forward. This is a great project and bringing together a full trifecta of funds.

Moved by: Gwen Jones

Approve and authorize the Mayor to sign a Development Agreement with Homeword, Inc. for the Trinity Project (Mullan Road) – Maple Street Surface Improvements for an amount not to exceed \$100,000.00.

AYES: (12): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

Vote results: Approved (12 to 0)

4. ADJOURNMENT

Jeremy Keene Director of Public Works provided information to Council after the meeting.

Mr. Keene announced that Dennis Bowman Deputy Director of Public Works Utilities was retiring and Ross Mollenhauer would be the Intern in his absence. Public Works Committee Members commended Mr. Bowman for all the work he had done and said he would be greatly missed.

Missoula City Council Public Works Committee Minutes

February 3, 2021, 1:15 pm
ZOOM Webinar

Members present: Stacie Anderson, Mirtha Becerra (chair), John P. Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, Heidi West

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

1.2 Approval of the Minutes

2. PUBLIC COMMENT

3. COMMITTEE BUSINESS

3.1 Agreement with Eric Maurer for the purchase of 1337 West Broadway

Introduced by Mayor Engen

The City is pursuing the purchase of two properties located by Missoula Water. Wooden Images and Re-Compute Computers. The Public Works Department and Missoula Water are out of space for employees. The acquisition of these properties will help with that. The purchase of Wooden Images building would help with parking and customer access. When the time is right, the intention is to sell properties along with the Sleepy Inn, and the money would go back to the utilities and Missoula Redevelopment Agency (MRA). In the interim, it allows the City to serve citizens better and take care of employees.

Ross Mollenhauer Interim Public Works Deputy Director of Utilities presenting. The property located at 1337 West Broadway is the Recompute building to the East of Missoula Water Building, sharing a common wall. This City is excited to have more office space. They currently have several people sharing offices, which doesn't work great for meetings and phone calls. The property was appraised, and the value is almost identical to the purchase price at a cost not to exceed \$550,000.

Mr. Hess asked if a land swap was available for Missoula Water to utilize? Mr. Engan replied that the intention is to take the revenue and apply it to any new city facilities.

Ms. Beccera asked Julie Gardner to explain the appraisal process. Ms. Gardner said an outside provider was hired to do the appraisal and provided comparable properties. Mr. Mollenhauer commented that the price is lower for the 1359 property and the appraisal helped identify some items noticed in the inspection about the building condition. Mr. Keene added the appraisal to make sure the City's offers were at fair market value. The City also had a full building inspection to identify the condition of the building. The recompute building is in much better condition than the wooden images. The City can get some office space out of the recompute building, and the wooden images building will be primarily a property purchase.

Mr. von Lossberg asked if someone could explain the City Treasury Loan Process? Mr. Bickel replied These are in the Missoula Water budget, but the revenue is still pending the sale of a few properties that Missoula Water is still working on. The loan is a timing issue.

Two members of the Public Works Committee voted against the purchase, the item will be placed under Committee Reports for the Monday, February 8, 2021, Council Meeting.

Moved by: Jordan Hess

Approve and authorize the Mayor to sign an agreement with Eric Maurer to purchase the property at 1337 West Broadway for a cost not to exceed \$550,000.00.

AYES: (9): Stacie Anderson, Mirtha Becerra, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Amber Sherrill, Bryan von Lossberg, and Heidi West

NAYS: (2): Jesse Ramos, and Sandra Vasecka

ABSENT: (1): John Contos

Vote results: Approved (9 to 2)

3.2 Agreement with John and Mark Bakula for the purchase of 1359 West Broadway

Introduced by Mayor Engen

The City is pursuing the purchase of two properties located next to Missoula Water. Wooden Images and Recompute Computers. The Public Works Department and Missoula Water are out of space for employees. The acquisition of these properties will help with that. The purchase of Wooden Images would help with parking and customer access and the Recompute Computers Building will be office space. When the time is right, the intention is to sell properties along with the Sleepy Inn, and the money would go back to the utilities and Missoula Redevelopment Agency (MRA). In the interim, it allows the City to serve citizens better and take care of employees.

Ross Mollenhauer Interim Public Works Deputy Director of Utilities presenting. The property located at 1359 West Broadway is the Wooden Images building next to the customer parking area for Missoula Water. The property was appraised, and the purchase price is not to exceed \$225,000.

Mr. Hess asked if a land swap was available for Missoula Water to utilize? Mr. Engan replied that the intention is to take the revenue and apply it to any new city facilities.

Ms. Beccera asked Julie Gardner to explain the appraisal process. Ms. Gardner said an outside provider was hired to do the appraisal and provided comparable properties. Mr. Mollenhauer commented that the price is lower for the 1359 property and the appraisal helped identify some items noticed in the inspection about the building condition. Mr. Keene added the appraisal to make sure the City's offers were at fair market value. The City also had a full building inspection to identify the condition of the building. The Recompute Computer building is in much better condition than the Wooden Images. The City can get some office space out of the Recompute Computers building, and the Wooden Images building will be primarily a property purchase.

Mr. Ramos commented that he appreciates the appraisals were done and the price was negotiated. He is concerned about the bridge financing and doesn't think Tax Increment Financing (TIF) funds should be utilized this way. He will speak to the rest in the Council Meeting on Monday night.

Moved by:

Approve and authorize the Mayor to sign an agreement with John and Mark Bakula to purchase the property at 1359 West Broadway for a cost not to exceed \$225,000.00.

AYES: (9): Stacie Anderson, Mirtha Becerra, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Amber Sherrill, Bryan von Lossberg, and Heidi West

NAYS: (2): Jesse Ramos, and Sandra Vasecka

ABSENT: (1): John Contos

Vote results: Approved (9 to 2)

3.3 A Resolution and an Ordinance Establishing the Sxwtpqyen Area Transportation Special Impact Fee

Jeremy Keene Director of Public Works & Mobility presenting

The proposal is to create a special Transportation impact fee for the Sxwtpqyen Area, and this is part of the Mullan Better Utilizing Investments to Leverage Development (Build) project. The Mullan BUILD project is part of the 13 million BUILD Grant that the City and the County will use to construct a transportation and utility improvement that will support the implementation of the master plan. With local funding and federal grant, the City has 50% of the money needed. The money from the grant will construct the elements with blue dots on the map. The map is in the presentation and can be found here

<https://pub-missoula.escribemeetings.com/Meeting.aspx?Id=0aaafa6e-b82f-4da3-90c6-8a0dd0ea50f3&Agenda=Agenda&lang=English>

The grant money is a good start in creating the network, but the City needs to look for ways to fund the project's remainder, shown as orange dots. The City has tried for more grant money and was not successful, and now they are looking at local development fees to fund the rest. The fees also have to be proportional to the development demand. The City will develop an Ordinance establishing a fee and then a resolution to establish the fee schedule. Samples are attached to the agenda at the link above.

The City is looking at two fees: Transportation Special Impact Fee, which is being presented today, and the Water/Sewer Development fee. The Water/Sewer Fees will be brought to Council in a few weeks. The impact fees are a way to assess costs to the cost providers. If the City did not consider this Special Impact fee, the City would use The Road District or another fund that would affect all citizens. The impact fee places the cost on the people who benefit from the services. This fee should translate to lower housing costs.

The impact fees are a one-time fee by new development that will go to fund capital improvements. The special fees are to fund specific projects and are limited to those things. There has to be a need for the improvements, and the fee payor needs to benefit from these improvements.

A Public Meeting will be held on February 22, 2021, and the Final Consideration will be March 1, 2021, and take effect March 31, 2021.

Ms. Merritt asked how this would apply to properties that are already in the development process. Mr. Keene replied that the trigger for the fees is the building permit. The majority of the development has not started yet, and the few that have the City is working out a cost-share plan with them.

Mr. Hess thanked the team for putting this together and believes this is a good way to capture the rest of the cost and get the road network built.

Ms. Sherrill asked when the City could reapply for a BUILD grant. Mr. Keene replied that they are an annual opportunity, and they expect that sometime this spring or summer, there will be a grant opportunity. If the City was to get a future grant that would reduce this amount, the City would pay back some of the fees.

Moved by: Jordan Hess

Motion for February 3, 2021: [First reading and preliminary adoption] I move the City Council set a public hearing on February 22, 2021 and preliminarily adopt an ordinance creating chapter 15.70 Missoula Municipal Code entitled "Sxwtpqyen Area Transportation Special Impact Fee" to establish impact fees for new development in accordance with the results of an official impact fee study commissioned by the City of Missoula for the Mullan BUILD Project. I move the City Council set a public hearing on February 22, 2021, on a resolution generally establishing Sxwtpqyen Area Special Transportation Impact Fees as proposed by Missoula Public Works and Mobility Department effective March 31, 2021.

AYES: (12): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill, Sandra Vasecka, Bryan von Lossberg, and Heidi West

Vote results: Approved (12 to 0)

3.4 Review items held in City Council committee

Review the follow items held in the Public Works committee to determine if they require a new sponsor and/or whether or not they will continue to be held in committee.

3.4.1 Traffic Control Devices Including Marked Crosswalks Administrative Rule

This has been incorporated into the Public Works Manual and The Public Works Committee decided to remove this.

3.4.2 St. Patrick's Hospital W. Pine Street Right-of-Way Vacation Between May and McCormick Streets

The St Patricks Hospital project has changed many times and would need to be represented to the Public Works Committee. The Committee decided to remove this time.

4. ADJOURNMENT

2:01



**City of Missoula, Montana
Item to be Referred to City Council Committee**

Committee: Public Works
Item: Proposal to Rename the Higgins Ave. Bridge to Bear Tracks Bridge
Date: February 18, 2021
Sponsor(s): Mirtha Becerra; Dave Strohmaier
Prepared by: Katie Emery
Ward(s) Affected:
 Ward 1 Ward 4
 Ward 2 Ward 5
 Ward 3 Ward 6
 All Wards N/A

Action Required:
No Action Required – Informational Only

Recommended Motion(s):
I move the City Council: No Recommended Motion – Informational Only

Timeline:
Referral to committee: February 22, 2021
Committee discussion: February 24, 2021
Council action (or sets hearing): N/A
Public Hearing: N/A
Deadline: N/A

Background and Alternatives Explored:
Missoula County is proposing that as part of the Higgins Ave. bridge reconstruction project the bridge be rededicated with a name that reflects the past and current Native heritage of this place.

In 1891, the Bitterroot Salish were forcibly removed from the Bitterroot Valley and relocated to the Flathead Indian Reservation. An earlier version of the Higgins Ave. bridge may have been traversed by some of the Salish during this sad chapter of Salish history and federal Indian policy (click here for a Missoulian story on this).

One hundred and thirty years later, in the year 2021, and with the reconstruction of the bridge, the time is ripe-indeed, long overdue-to formally name a major piece of Missoula infrastructure to reflect the deep history and tribal heritage of the Missoula Valley rather than the standard cast of names of tree species, presidents, or white settlers and city fathers. Both the CSKT tribal council and the Selis Qlispe Culture Committee enthusiastically support this effort, and the culture committee has already discussed possible names for the bridge.

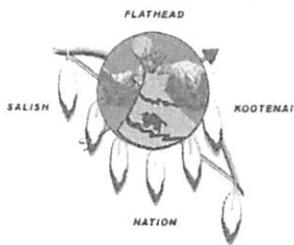
Missoula County proposed allowing the tribes to choose the name and subsequently bringing that forward to the Montana Transportation Commission for official action. The name Bear Tracks Bridge has been chosen by the tribes (please see attached documents for a history on the chosen name). The next step in this process, is for Missoula County, the City of Missoula, and CSKT to come together jointly in support of this before the Transportation Commission.

Financial Implications:

N/A

Links to external websites:

N/A



THE CONFEDERATED SALISH AND KOOTENAI TRIBES
OF THE FLATHEAD NATION

P.O. BOX 278
Pablo, Montana 59855
(406) 275-2700
FAX (406) 275-2806
www.cskt.org



A People of Vision

A Confederation of the Salish,
Pend d' Oreille
and Kootenai Tribes

TRIBAL COUNCIL MEMBERS:

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James "Bing" Matt
Charmel R. Gillin
Mike Dolson

February 4, 2021

The Honorable Josh Slotnik, Chair
The Honorable David Strohmaier
The Honorable Juanita Vero
Missoula Board of County Commissioners
Missoula County Administration Building
200 W. Broadway St.
Missoula, MT 59802

Dear Commissioners Slotnick, Strohmaier, and Vero,

In 2020, the Missoula County Commissioners approached the Tribal Council of the Confederated Salish and Kootenai Tribes and the Séliš-Qlispé Culture Committee to discuss the possibility of renaming the Higgins Avenue Bridge, which is now in the process of being reconstructed. Led by Commissioner Dave Strohmaier, the Commissioners expressed interest in a new name for the bridge that would help foster greater awareness and respect in the community for the long and continuing importance of the Missoula area to the CSKT. The Missoula City Council has also expressed their support for this effort. We greatly appreciated and welcomed your consultation with us.

Since that time, the Séliš-Qlispé Elders Advisory Council and Séliš-Qlispé Culture Committee staff have considered the issue, conducted extensive research, and held meetings to discuss potential new names. At the regular annual meeting last August between Tribal Council and the County Commissioner, we shared an initial background paper that offered four or five possible names that emerged from our initial research process. The name that we are recommending, however, did not appear on the earlier list.

On Wednesday, January 27, the Séliš-Qlispé Elders Advisory Council and Culture Committee staff reached a consensus on recommending to Tribal Council the name **Bear Tracks Bridge**. On Tuesday, February 3, Tribal Council considered this name, and voted unanimously to approve it as the name we are proposing to the Missoula County Commission.

Bear Tracks is a name not only steeped in Salish history and culture, but also of direct relevance to the site of the bridge. In October 1891, during the U.S. government's forced removal of some 300 Salish people from the Bitterroot Valley to the Flathead Reservation, the Salish were organized in three groups. One of them was led by sub-chief Louis Vanderburg, a highly respected leader among the Salish people. The party led by Mr. Vanderburg crossed the Clark Fork River on or adjacent to the Higgins Bridge. Louis Vanderburg's father was Sx^wix^wuytis Sm^xe, meaning Grizzly Bear Tracks. In English, Sx^wix^wuytis Sm^xe was usually referred to simply as Bear Tracks, and that became the "real" English name of the Vanderburg family. In naming the bridge Bear Tracks, then, we would be honoring the Vanderburg family, and because of their role and connections in our community, we would also be honoring the Salish people as a whole.

(Some historical detail regarding the site of the bridge: in October 1891, a new bridge was still under construction, and would not be completed until 1892 or 1893. The old bridge was rickety and dangerous, so it appears that while some of the Salish party led by Louis Vanderburg may have used the bridge, most forded the river, something that

the Salish people were highly skilled at and accustomed to doing. Regardless, it is clear that many Salish people during the “Trail of Tears” from the Bitterroot to the Jocko passed the very spot where the bridge stands today.)

The great stature of the Bear Tracks name is best understood by touching upon its history. Sx^wix^wuytis Sm^xe, Grizzly Bear Tracks — Louis Vanderburg’s father — was a sub-chief and warrior who signed both the Hellgate Treaty in July 1855 and the Judith River or Lame Bull Treaty in October 1855. Gustavus Sohon, an artist and translator during the treaty negotiations, noted that Sx^wix^wuytis Sm^xe was “a very brave and daring man.” Sohon wrote that “decision is written in every line of his countenance.”

Sx^wix^wuytis Sm^xe was also a medicine man whose powers were of crucial importance to the Salish people in both hunting and in battles with enemy tribes. His powers were so great, and came to be so widely known and respected among all tribes, that if an enemy was considering attacking a Salish camp but discovered that Sx^wix^wuytis Sm^xe was present, they would abandon their plans. Sx^wix^wuytis Sm^xe died in the 1880s, when he was over 90 years old.

According to both tribal elders and numerous written sources, Louis Vanderburg’s personal Salish name was Lk^wut Sm^xe (Far Away Grizzly). He was a trusted sub-chief to Salish head chief Słm^xe Q^woxqeys (Claw of the Little Grizzly — Chief Charlo), throughout the time when the Salish were resisting pressures to force them out of the Bitterroot Valley. Mr. Vanderburg stood by his chief throughout that time, recognizing the importance of the people remaining unified. The historical record reflects his wisdom and strength in opposing those both within and without the tribe who advocated division. Louis Vanderburg died in August 1923 at the age of either 106 or 108.

Members of the Vanderburg / Bear Tracks family have continued to play prominent roles in the Salish community. Louis’s son, Čicnmtú (Passing Someone on the Trail — Victor Vanderburg), was also a prominent leader among the Salish who served on numerous delegations to Washington, D.C. under head chief Martin Charlo. Victor was married to prominent Salish cultural leader Čłx^wm^xw^mšná (Sophie Moiese), for whom the Missoula County Commissioners named the public hearing room in the Missoula County Courthouse in 2018. Victor’s son Jerome, and Jerome’s wife Agnes Adams Vanderburg, were among the most highly respected cultural teachers of the community, and Agnes was one of the founding members of Séliš-Qłispé Culture Committee. Their children, Eneas, Joseph, Annie, Vic, and Lucy, have also been prominent members of the Salish community and important cultural teachers. Today, Lucy Vanderburg—who served as Director of the People’s Center, and before that as the Salish Language Specialist for the Séliš-Qłispé Culture Committee—is an active member of the Séliš-Qłispé Elders Advisory Council, as were her brothers Eneas (1926-2019) and Joe (1937-2020).

Just as the Bear Tracks / Vanderburg family has long stood at the center of Salish history and culture, so the site of the bridge, and the surrounding area, also sits at the center of Salish-Kalispel territories. In proposing the name of Bear Tracks Bridge, we offer something to remind all travelers of the rich history of this place, and its continuing important to the people of the Confederated Salish and Kootenai Tribes. (A more detailed version of this brief history is attached in a PDF prepared by the Séliš-Qłispé Culture Committee.)

We sincerely hope that the Missoula County Commission, and through you the Missoula City Council, will share our enthusiastic support for renaming this historic crossing Bear Tracks Bridge.

Lemłmtš — thank you — to Dave Strohmaier and the Missoula County Commission, and the Missoula City Council, for providing this opportunity to restore to the landscape a recognition of the Salish people and our history. Please do not hesitate to contact us, or the Séliš-Qłispé Culture Committee, if you have any questions, comments, or suggestions. In the meantime, we hope you stay safe and healthy during this time.

Sincerely,
Confederated Salish and Kootenai Tribes


Shelly R. Fyant, Chairwoman
Tribal Council

Séliš-Qłispé Culture Committee
Confederated Salish and Kootenai Tribes
28 Jan. 2021

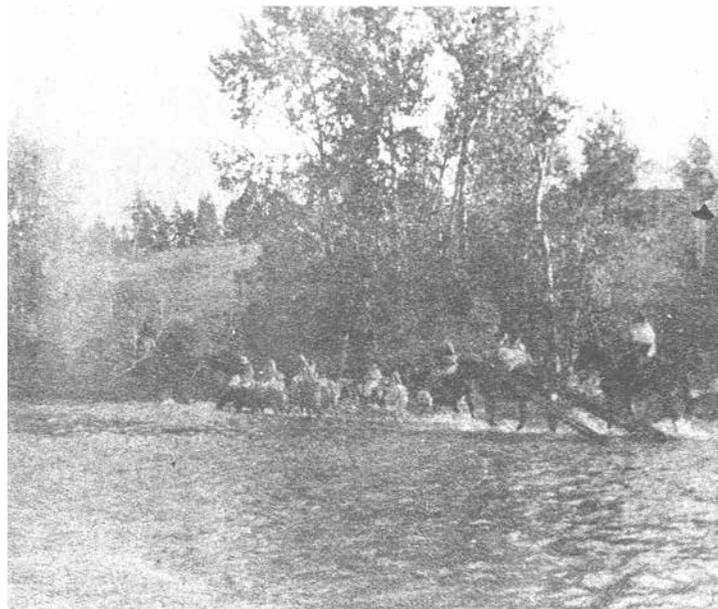
**Proposal to Rename Higgins Bridge in Missoula as
Bear Tracks Bridge**

In 2020, the Missoula County Commissioners approached the Tribal Council of the Confederated Salish and Kootenai Tribes and the Séliš-Qłispé Culture Committee to discuss the possibility of renaming the Higgins Avenue Bridge, which is now in the process of being reconstructed. Led by Commissioner Dave Strohmaier, the Commissioners were interested in a new name for the bridge that would help foster greater awareness and respect in the community for the long and continuing importance of the Missoula area to the CSKT. The effort has the support of both the County Commission and the Missoula City Council, and was welcomed by the CSKT Tribal Council.

Since that time, the Séliš-Qłispé Elders Advisory Council and Séliš-Qłispé Culture Committee staff have considered the issue, conducted extensive research, and held meetings to discuss potential new names. In June 2020, SQCC provided Tribal Council with an initial background paper, offering four or five possible names that emerged from that process. The name that has finally been chosen, however, did not appear on the earlier list.

On Wednesday, January 27, 2021, SQCC elders reached unanimous consensus on a new name: Bear Tracks Bridge. This name honors to Louis Vanderburg and the Vanderburg family, and also the Salish people as a whole.

Bear Tracks is a name not only steeped in tribal history and culture, but also of direct relevance to the site of the bridge. In October 1891, during the U.S. government’s forced removal of some 300 Salish people from the Bitterroot Valley to the Flathead Reservation, the Salish were organized in three groups. One of them was led by sub-chief Louis Vanderburg, a highly respected leader among the Salish people. The party crossed the Clark Fork River on or adjacent to the Higgins Bridge. A new bridge was under construction at that time, and the old bridge was rickety and dangerous. So it appears that while some of the party may have used the bridge, most forded the river, something that the Salish people were highly skilled at and accustomed to doing. Regardless, it is clear that during our “Trail of Tears” from the Bitterroot to the Jocko, many Salish people passed this very spot.



This blurry photograph is the only known image of some of the Salish Nation fording the Bitterroot River during the forced removal in October 1891. (Univ. of Pennsylvania Museum, image S4-143389).

The great stature of the Bear Tracks name is best understood by touching upon its history. Louis Vanderburg’s father was Sx^wix^wuytis Smḁe, meaning Grizzly Bear Tracks. In English, Sx^wix^wuytis Smḁe was usually referred to simply as Bear Tracks, and that became the “real” English name of the Vanderburg family. Sx^wix^wuytis Smḁe was himself a sub-chief and warrior who signed both the Hellgate Treaty in July 1855 and the Judith River Treaty in October 1855. Gustavus Sohon, an artist and translator during the treaty negotiations, noted that Sx^wix^wuytis Smḁe was “a very brave and daring man.” Sohon wrote that “decision is written in every line of his countenance.”

Sx^wix^wuytis Smḁe was also a medicine man whose powers were of crucial importance to the Salish people in both hunting and in battles with enemy tribes. His powers were so great, and came to be so widely known and respected among all tribes, that if an enemy was considering attacking a Salish camp but discovered that Sx^wix^wuytis Smḁe was present, they would abandon their plans. Sx^wix^wuytis Smḁe died in the 1880s, when he was over 90 years old.

According to both tribal elders and numerous written sources, Louis Vanderburg’s Salish name was Lk^wut Smḁe (Far Away Grizzly). (Lucy Vanderburg, phone 27 Jan. 2021; “Returned from Washington,” *The Weekly Missoulian*, 14 Mar. 1884, p. 1; “A Great Banquet,” *The Helena Journal*, 6 Nov. 1889, p. 2; Peter Ronan, *Historical Sketch of the Flathead Nation* (Minneapolis, MN: Ross & Haines, Inc., 1890), p. 71)



Sx^wixuytis Smḁe — Grizzly Bear Tracks, May 1854. (Portrait by Gustavus Sohon. National Anthropological Archives.)

Lk^wut Smḁe (Far Away Grizzly — Louis Vanderburg) was the trusted sub-chief to Salish head chief Słḁḁe Q^woxqeys (Claw of the Little Grizzly — Chief Charlo). Mr. Vanderburg was a key participant in numerous negotiations with the government, delegations to Washington and Helena, and other efforts to protect and defend the sovereignty and continuance of the Salish nation. He stood with Chief Charlo through decades of resistance against the government’s attempts to force the Salish nation to leave the Bitterroot Valley. Recognizing the importance of the Salish remaining unified, Mr. Vanderburg also stood against entreaties from other tribal members that would have divided the people and undermined Chief Charlo. As Louis’s son Čicnmtú (Victor Vanderburg) related, “Several of the Indians made offers to my father, Louis Vanderberg [sic], to lead the people over to the Jocko. He turned them all down and said that Charlot was the chief of the Bitterroot Salish and that he [Louis] would not go until Charlo went.” (Victor Vanderburg in J. Verne Dusenberry, “Samples of Pend d’Oreille Oral Literature and Salish Narratives,” in Leslie B. Davis, *Lifeways of Intermontane and Plains Montana Indians*, Occasional Papers of the Museum of the Rockies, no. 1 (Bozeman: Montana State Univ., 1979), pp. 116-118.

During the Salish struggle to remain in the Bitterroot Valley, Louis Vanderburg also stood with Chief Charlo in fighting false allegations that the chief had signed the so-called “Garfield Agreement” of 1872, which set terms for the relocation of the Salish to the Flathead Reservation. Chief Charlo, backed by Vanderburg and other Salish leaders and warriors, steadfastly refused to put his hand to the paper,

despite James Garfield’s threats of violence. Before Garfield departed for Washington, he wrote to the Montana Superintendent of Indian Affairs, J.A. Viall, saying “I have concluded, after full consultation with you, to proceed... as though Charlot, the first chief, has signed.” When the Commissioner of Indian Affairs published the agreement for official review by the U.S. Senate, an “x” mark was placed next to Chief Charlo’s name. The forgery was finally confirmed in 1883 by Senator G.G. Vest, who had the Secretary of the Interior track down the original field copy, on which, as Vest wrote, “there was no signature by Charlo...it was manifest that the signature of Charlo had been forged to the instrument.” (1872 Annual Report of the Commissioner of Indians Affairs, p. 115; G.G. Vest, “Charlot: Chief of the Flathead Indians: A True Story,” *Washington Post*, 26 Jul. 1903, p. A11.)

In 1889, as conditions for the Salish reached a truly desperate point and as US Army General Henry Carrington arrived to force the issue of removal, Louis Vanderburg did offer his respectful advice to Chief Charlo. Mr. Vanderburg told the Chief that for the survival of the people and the nation, they should now consent to move north to the Flathead Reservation. As Chief Charlo’s son and successor as head chief, Martin Charlo, related, “One of the leaders of the Salish, Vanderberg [sic], asked my father to take us over [to the Jocko]. He said that the time had come for us to go.” So highly did Chief Charlo value and respect Louis Vanderburg’s counsel that Martin Charlo recalled it was only at that point that “My father sent word that we would move.” (Martin Charlo in Dusenberry, *ibid.*, 118-120.)

Louis Vanderburg died in August 1923 at the age of either 106 or 108. A month earlier, he attended the Čulay Ešyapqéyni, the July celebration or powwow, in Arlee, where he and many members of the Vanderburg / Bear Tracks family gathered for a large multi-generational family photograph.

Members of the Vanderburg / Bear Tracks family have continued to play prominent roles in the Salish community. Louis’s son, Čicnmtú (Passing Someone on the Trail — Victor Vanderburg), was also a prominent leader among the Salish who served on numerous delegations to Washington, D.C. under head chief Martin Charlo. Victor was married to prominent Salish cultural leader Čłx^w m̄x^w m̄šná



1884 delegation to Washington. Back row: Hand Shot Off (John Hill), Peter Ronan, Nk^wu? Sx^wi (One Man Walking— Michel Revais). Middle row: S̄q̄leps Sk^walsí (Sandhill Crane’s Necklace—Antoine Moiese), Šm̄x̄e Q̄^wox̄qeys (Claw of Little Grizzly — Chief Charlo), Lk^wút Sm̄x̄e (Far-Away Grizzly — Louis Vanderburg. Front: Reddish Beard or Red Arm (Thomas Abel Adams). (Montana Historical Society, photo 954-526).

(Sophie Moiese), for whom the Missoula County Commissioners named the public hearing room in the Missoula County Courthouse in 2018. Victor's son Jerome, and Jerome's wife Agnes Adams Vanderburg, were among the most highly respected cultural teachers of the community, and Agnes was one of the founding members of Séliš-Q̓lispé Culture Committee. Their children, Eneas, Joseph, Annie, Vic, and Lucy, have also been prominent members of the Salish community and important cultural teachers. Today, Lucy Vanderburg—who served as Director of the People's Center, and before that as the Salish Language Specialist for the Séliš-Q̓lispé Culture Committee—is an active member of the Séliš-Q̓lispé Elders Advisory Council, as were her brothers Eneas (1926-2019) and Joe (1937-2020).

Just as the Bear Tracks / Vanderburg family has long stood at the center of Salish history and culture, so the site of the bridge, and the surrounding area, also sits at the center of Salish-Kalispel territories. In proposing the name of Bear Tracks Bridge, we offer something to remind all travelers of the rich history of this place, and its continuing important to the people of the Confederated Salish and Kootenai Tribes.



Lucy and Joe Vanderburg, Jocko Valley, October 2018. (SQCC image).

Lemlmtš — thank you — to members of the Séliš-Q̓lispé Elders Advisory Council for their careful consideration of this issue and for the cultural, historical, and language information that is the foundation of the proposed name, Bear Tracks Bridge. Current members who helped in this include Stephen Smallsalmon, Lucy Vanderburg, Sophie Haines, Mary Jane Charlo, Vi Trahan, Max McDonald, and Rita Adams. SQCC also thanks Bob Bigart for his publication of many relevant documents in recent books from Salish Kootenai College Press, including: *To Keep the Land for My Children's Children: Documents of Salish, Pend d'Oreille, and Kootenai Indian History, 1890-1899*, ed. Robert Bigart and Joseph McDonald (Pablo, MT: Salish Kootenai College Press, 2020); *"You Seem to Like Your Money, and We Like Our Country": A Documentary History of the Salish, Pend d'Oreille, and Kootenai Indians, 1875-1889*, ed. Robert Bigart and Joseph McDonald (Pablo, MT: Salish Kootenai College Press, 2019); Peter Ronan, *"A Great Many of Us Have Good Farms": Agent Peter Ronan Reports on the Flathead Indian Reservation, Montana, 1877-1887*, ed. Robert J. Bigart (Pablo, MT: Salish Kootenai College Press, 2014); Peter Ronan, *Justice to Be Accorded to the Indians: Agent Peter Ronan Reports on the Flathead Indian Reservation, Montana, 1888-1893*, ed. Robert J. Bigart (Pablo, MT: Salish Kootenai College Press, 2014); *"Sometimes My People Get Made When the Blackfeet Kill Us": A Documentary History of the Salish and Pend d'Oreille Indians, 1845-1874*, ed. Robert Bigart and Joseph McDonald (Pablo, MT: Salish Kootenai College Press, 2019). And finally, lemłmtš — thank you — to Dave Strohmaier and the Missoula County Commission, and the Missoula City Council, for providing this opportunity to restore the landscape a recognition of the Salish people.



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works
Item: Purchase of Four (4) SUV for Police Administration
Date: January 28, 2021
Sponsor(s): Scot Colwell
Prepared by: Scot Colwell
Ward(s) Affected:
 Ward 1 Ward 4
 Ward 2 Ward 5
 Ward 3 Ward 6
 All Wards N/A

Action Required:

Please approve the purchase of four (4) Jeep Cherokee from Yellowstone County Motors of Livingston, Montana for \$27,643.00 each and all (4) \$110,572.00 this is a cooperative purchase with the State of Montana. This item is line item P7.8 line 44 and is for a Mid-size four door SUV.

Recommended Motion(s):

I move the City Council: Approve the purchase of four (4) Jeep Cherokee from Yellowstone County Motors of Livingston, Montana for \$27,643.00 each and all (4) \$110,572.00 this is a cooperative purchase with the State of Montana. This item is line item P7.8 line 44 and is for a Mid-size four door SUV

Timeline:

Referral to committee: February 22, 2021
Committee discussion: February 24, 2021
Council action (or sets hearing): [Click or tap here to enter text.](#)
Public Hearing: [Click or tap here to enter text.](#)
Deadline: [Click or tap here to enter text.](#)

Background and Alternatives Explored:

The primary use for these vehicles will be for Police Department Administration use as well as some enforcement issue. There is \$40,000.00 budgeted for each of these units for a total of \$160,000.00. Some of the remaining budget will be used to install decals, unit numbers, radios, as well as update diagnostic software and hardware.

Financial Implications:

This purchase was approved in the budget as a new purchase for Police department, and these vehicles will be an addition to the fleet.

Links to external websites:

	Motor Vehicle Express	Butte Auto LLC
P7.8 Line 44- Group 2B Mid Size Four Door SUV (Requisition # 215032)		
Unit Price	-	27,799.00
Item Total Price	-	27,799.00
Café Rating Adjustment (100,000/Rating*\$ 3.00)		10,782.83
Total Cost Basis for Award (Cost & Café)		38,581.83
Quantity	1.00	1.00
Estimated Delivery Date		3/27/2021
Comment (Optional)		grand cherokee with flaps matts with a no charge exterior color 27.822 mpg combined

Lithia Toyota Billings	Livingston Auto Center, Inc.	Laurel 2 Spartan LLC DBA Laurel Chevrolet
	PO:DNR21-0461LS	
30,613.00	27,643.00	28,739.00
30,613.00	27,643.00	28,739.00
	10,782.83	11,467.32
	38,425.83	40,206.32
1.00	1.00	1.00
3/15/2021	3/14/2021	2/28/2021
Make Toyota Venza AWD Mid SUV - MPG 40/37/39	Mats, flaps, dealer installed EPA 27.822	2021 Traverse. Dealer installed splash guards (4), front weathertech mats 26.1613

Rehbein Ford, Inc.	Billion Auto Group	Bison Motor Company
-	27,804.00	31,687.18
-	27,804.00	31,687.18
	10,782.83	13,043.48
	38,586.83	44,730.66
1.00	1.00	1.00
	5/1/2021	6/1/2021
NO BID	2021 Jeep Grand Cherokee Laredo. CAFE Rating 27.822	Café 23



**City of Missoula, Montana
Item to be Referred to City Council Committee**

Committee: Public Works

Item: Purchase of one (1) .75 Ton Truck for Communication Shop

Date: February 8, 2021

Sponsor(s): Scot Colwell, Fleet Maintenance

Prepared by: same

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input checked="" type="checkbox"/> N/A

Action Required:
Approve purchase.

Recommended Motion(s):
I move the City Council: Approve the purchase of one (1) 2020 Ford Super Duty F250 four wheel drive pickup from National Auto Fleet Group of Watsonville, California for \$35,521.50

Timeline:

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	n/a
Public Hearing:	n/a
Deadline:	n/a

Background and Alternatives Explored:
The purchase of this truck, replaces another truck in parks fleet unit #588. Unit #588 is a 2009 GMC Sierra, this truck will stay in the fleet and an older truck unit #590 which is a 2004 Chevy K10 pickup this vehicle will be offered to other departments then if nobody wants it, it be removed from the fleet and sold at auction.

Financial Implications:
This purchase has been approved in the CIP and is part of the vehicle growth and replacement program. This Purchase comes in under budget by \$9,478.50, part of the remaining funds will be used to equip this vehicle with two tool boxes, a headache rack, work lights and strobe lights.

Equipment Budget:	\$45,000.00
Actual Cost:	\$35,521.50
Additional purchase info:	This is a cooperative purchase through Sourcewell



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

2/8/2021

Quote ID: 26967

Order Cut Off Date: 1/22/2021

Scot Colwell
City of Missoula
Fleet Maintenance
435 Ryman Street
Missoula, Montana, 59802
Dear Scot Colwell,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$43,995.00	\$35,521.50	19.260 %	\$8,473.50
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$35,521.50		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.
Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497





Sell, service, and deliver letter

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE

Code	Description
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)

TRANSMISSION

Code	Description
44S	TRANSMISSION: TOROSHIFT-G 6-SPD AUTO W/SELECTSHIFT, (STD)

WHEELS

Code	Description
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)

TIRES

Code	Description
TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)

PRIMARY PAINT

Code	Description
Z1	OXFORD WHITE

PAINT SCHEME

Code	Description
	STANDARD PAINT

SEAT TYPE

Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar

AXLE RATIO

Code	Description
X37	3.73 AXLE RATIO, (STD)

ADDITIONAL EQUIPMENT

Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecurILock Passive Anti-Theft System (PATS) and Inclinaton/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock
52B	TRAILER BRAKE CONTROLLER, -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector
41P	TRANSFER CASE & FUEL TANK SKID PLATES
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others
18B	PLATFORM RUNNING BOARDS
85S	TOUGH BED SPRAY-IN BEDLINER, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts
66S	UPFITTER SWITCHES (6), -inc: Located in overhead console
18A	UPFITTER INTERFACE MODULE

OPTION PACKAGE

Code	Description
600A	ORDER CODE 600A

Please note selected options override standard equipment

SUBTOTAL	\$42,300.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$43,995.00
Est City: N/A MPG	
Est Highway: N/A MPG	
Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift-G 6-Spd Auto w/SelectShift
3.73 Axle Ratio
GVWR: 10,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
157 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
3460# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
Tires: LT245/75R17E BSW A/S (4) -inc: Spare may not be the same as road tire
Regular Box Style
Steel Spare Wheel
Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Manual Tailgate/Rear Door Lock
Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, Applink and 1 smart-charging USB-C port

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Fixed Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Rear Cupholder
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood And Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer

Outside Temp Gauge
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Back-Up Camera



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works

Item: Purchase of one (1) Mechanics Shop Truck for Fleet Maintenance

Date: February 8, 2021

Sponsor(s): Scot Colwell, Fleet Maintenance

Prepared by: same

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input checked="" type="checkbox"/> N/A

Action Required:
 Approve purchase.

Recommended Motion(s):
 I move the City Council: Approve the purchase of One (1) 2022 F550 Ford Super duty Truck from National Auto Fleet Group of Watsonville, California for \$48,443.59.

Timeline:

Referral to committee:	February 22, 2021
Committee discussion:	February 24, 2021
Council action (or sets hearing):	n/a
Public Hearing:	n/a
Deadline:	n/a

Background and Alternatives Explored:
 The Purchase of this Truck, replaces another truck in Fleet Maintenance unit #707 which is a 1997 Chevy 1 Ton Truck. Unit #707 will be removed from the fleet and sold at auction.

Financial Implications:
 This purchase has been approved in the CIP and is part of the vehicle growth and replacement program. This purchase comes in \$26,566.41 under budget. The bulk of the remaining funds will be used to purchase and install a utility box with crane support and a new crane. It will also be used to install work lighting and an Air compressor and Generator.

Equipment Budget:	\$75,000.00
Actual Cost:	\$48,433.59
Additional purchase info:	This is a cooperative purchase through Sourcewell



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/8/2021

Quote ID: **15650**

Order Cut Off Date: **1/22/2021**

Mr Scot Colwell
City of Missoula

1305 D. Scott St.

Missoula, Montana, 59804

Dear Scot Colwell,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Ford Super Duty F-550 DRW (W5H) XL 4WD Crew Cab 203" WB 84" CA, Upgrade 2022 F-550 Model) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$53,030.00	\$46,905.48	11.549 %	\$6,124.52
Upgrade 2022 F-550 Model		\$938.11		
2 additional key(s)		\$600.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$48,443.59		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
__	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar
AXLE RATIO	
Code	Description
X48	4.88 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO

52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
41P	TRANSFER CASE SKID PLATES
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights
18B	PLATFORM RUNNING BOARDS
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)
61J	6-TON HYDRAULIC JACK
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
18A	UPFITTER INTERFACE MODULE
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

2021 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD Crew Cab 203" WB 84" CA

WINDOW STICKER

2021 Ford Super Duty F-550 DRW XL 4WD Crew Cab 203" WB 84" CA

CODE	MODEL	MSRP
W5H	2021 Ford Super Duty F-550 DRW XL 4WD Crew Cab 203" WB 84" CA	\$47,720.00
	OPTIONS	
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X48	4.88 AXLE RATIO, (STD)	\$0.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$1,075.00
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO	\$280.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
41P	TRANSFER CASE SKID PLATES	\$100.00
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory	\$180.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights	\$160.00
18B	PLATFORM RUNNING BOARDS	\$445.00
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)	\$0.00
61J	6-TON HYDRAULIC JACK	INC
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
18A	UPFITTER INTERFACE MODULE	\$295.00
660A	ORDER CODE 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$51,335.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$53,030.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10440# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Radio w/Seek-Scan
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Manual Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Rear Cupholder
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Full Overhead Console w/Storage and 3 12V DC Power Outlets

Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Underhood Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags
Dual Stage Driver And Passenger Front Airbags



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works
Item: Purchase of one (1) One-Ton Truck for Cemetery
Date: February 16, 2021
Sponsor(s): Scot Colwell, Fleet Maintenance
Prepared by: same
Ward(s) Affected:
 Ward 1 Ward 4
 Ward 2 Ward 5
 Ward 3 Ward 6
 All Wards N/A

Action Required:
Approve purchase.

Recommended Motion(s):
I move the City Council: Approve the purchase of One (1) 2021 F350 Super Duty Cab and Chassis Pickup Truck from National Auto Fleet Group of Watsonville, California for \$37,114.74.

Timeline:
Referral to committee: February 22, 2021
Committee discussion: February 24, 2021
Council action (or sets hearing): n/a
Public Hearing: n/a
Deadline: n/a

Background and Alternatives Explored:
This vehicle will take the place of an older truck in the fleet, unit #612. Unit #612 is a 2001 Dodge 3500 dump truck/snow plow that has been used at the cemetery for the last 15 years. Unit #612 will be sold at auction after the new vehicle shows up.

Financial Implications:
This purchase has been approved in the CIP and is part of the vehicle growth and replacement program. This purchase of this vehicle is \$32,885.26 under budget. The bulk of the remaining funds will be used to install a dump box, a new snow plow and a strobe light.

Equipment Budget: \$70,000.00
Actual Cost: \$37,114.74
Additional purchase info: This is a cooperative purchase through Sourcewell



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

2/16/2021

Quote ID: 27082

Order Cut Off Date: 1/22/2021

Scot Colwell
 City of Missoula
 Fleet Maintenance

435 Ryman Street

Missoula, Montana, 59802

Dear Scot Colwell,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Ford Super Duty F-350 DRW (F3H) XL 4WD Reg Cab 145" WB 60" CA,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$43,940.00	\$37,114.74	15.533 %	\$6,825.26
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$37,114.74		

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 (FLEX-FUEL), (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
WHEELS	
Code	Description
64K	WHEELS: 17" ARGENT PAINTED STEEL, -inc: Hub covers/center ornaments not included (STD)
TIRES	
Code	Description
TD8	TIRES: LT245/75RX17E BSW PLUS A/S, -inc: Spare may not be the same as road tire (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar
AXLE RATIO	
Code	Description
X37	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-

	trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window
67E	240 AMP ALTERNATOR
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
41P	TRANSFER CASE SKID PLATES
473	SNOW PLOW PREP PACKAGE, -inc: pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Note 2: Also allows for the attachment of a winch
61S	FRONT SPLASH GUARDS/MUD FLAPS (PRE-INSTALLED), -inc: Custom accessory
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory
18B	PLATFORM RUNNING BOARDS
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)
18A	UPFITTER INTERFACE MODULE
OPTION PACKAGE	
Code	Description
640A	ORDER CODE 640A

2021 Fleet/Non-Retail Ford Super Duty F-350 DRW XL 4WD Reg Cab 145" WB 60" CA

WINDOW STICKER

2021 Ford Super Duty F-350 DRW XL 4WD Reg Cab 145" WB 60" CA

CODE	MODEL	MSRP
F3H	2021 Ford Super Duty F-350 DRW XL 4WD Reg Cab 145" WB 60" CA	\$39,805.00
OPTIONS		
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 (FLEX-FUEL), (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
64K	WHEELS: 17" ARGENT PAINTED STEEL, -inc: Hub covers/center ornaments not included (STD)	\$0.00
TD8	TIRES: LT245/75RX17E BSW PLUS A/S, -inc: Spare may not be the same as road tire (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X37	3.73 AXLE RATIO, (STD)	\$0.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front Side Windows, 1-touch up/down driver/passenger window	\$865.00
67E	240 AMP ALTERNATOR	\$85.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
41P	TRANSFER CASE SKID PLATES	\$100.00
473	SNOW PLOW PREP PACKAGE, -inc: pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Note 2: Also allows for the attachment of a winch	\$250.00
61S	FRONT SPLASH GUARDS/MUD FLAPS (PRE-INSTALLED), -inc: Custom accessory	\$75.00
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory	\$180.00
18B	PLATFORM RUNNING BOARDS	\$320.00
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)	\$0.00
18A	UPFITTER INTERFACE MODULE	\$295.00
640A	ORDER CODE 640A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$42,245.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$43,940.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)
Transmission: TorqShift 10-Speed Automatic -inc: neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
3.73 Axle Ratio
GVWR: 14,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
HD 200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
7550# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: LT245/75R17E BSW PLUS A/S -inc: Spare may not be the same as road tire
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors

Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows

Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters



**City of Missoula, Montana
Item to be Referred to City Council Committee**

Committee: Public Works
Item: Agreement with Mark D. Price for the sale of 1236 North Dickens Street
Date: February 17, 2021
Sponsor(s): Ross Mollenhauer
Prepared by: Katie Emery
Ward(s) Affected:
 Ward 1 Ward 4
 Ward 2 Ward 5
 Ward 3 Ward 6
 All Wards N/A

Action Required:
Approve an agreement with Mark D. Price for the sale of 1236 North Dickens Street.

Recommended Motion(s):
I move the City Council: Approve and authorize the Mayor to sign an agreement with Mark D. Price for the sale of 1236 North Dickens Street for a cost of \$2,000.00.

Timeline:
Referral to committee: February 22, 2021
Committee discussion: February 24, 2021
Council action (or sets hearing): March 1, 2021
Public Hearing: N/A
Deadline: N/A

Background and Alternatives Explored:
Missoula Water would like to sell the property at 1236 North Dickens Street. A well and utility building were previously located on this property, but was recently removed and abandoned. Staff at Missoula Water do not foresee any need for this property moving forward and selling it would eliminate the need for ongoing maintenance.

Missoula Water worked with Lambros realtors, Annelise Hedahl and Jennifer Barnard, to list this property. These realtors were selected through an RFQ process in November. An appraisal was performed by Kembel, Kosena & Company, Inc. in September 2020, which declared a market value for this property of \$2,000.00. The appraised value of this parcel was relatively low due to the small size of the parcel and its lack of access to a water main. Water. Mark Price will be purchasing the property at current market value with an all cash offer. Mark Price owns the property immediately adjacent to the property being sold.

Missoula Water also reached out to the City’s Department of Community, Planning, Development, and Innovation as to the suitability for affordable housing on this parcel. The answer was that this property is not well suited for an affordable housing project, due to its small size and lack of subsidies.

The attached exhibit shows the size and location of the property.

Financial Implications:

The \$2,000.00 will be allocated back to the Water Enterprise Fund.

Links to external websites:

N/A

BUY-SELL AGREEMENT (Land) (Including Earnest Money Receipt)



This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

1 Date: 02/10/2021
2 Mark D. Price
3 as joint tenants with rights of survivorship, tenants in common, single in his/her own right, other
4 _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
5 following described real property (hereafter the "Property") commonly known as 1236 North Dickens Street
6 _____
7 in the City of Missoula, County of Missoula, Montana, legally described
8 as: SCHOOL ADDITION, S16, T13 N, R19 W, BLOCK 23, Lot A, W36
9 _____

10
11 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
12 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: _____
13 _____

14
15 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
16 are included and shall be transferred by the bill of sale: _____
17 _____

18
19 **PURCHASE PRICE AND TERMS:**
20 \$2,000.00 Purchase Price: two thousand (U.S. Dollars)
21 \$0 Earnest Money (credited to Buyer at closing)
22 \$2,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
23 (check one):
24 All cash at closing (no financing contingency); **OR**
25 Additional cash down payment at closing in the minimum amount of:
26 \$ _____ **OR** _____ % of the Purchase Price.
27 Balance to be financed as indicated below:
28 Conventional Other Financing Seller Financing Assumption Home Equity
29 Other: _____
30 _____
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____

37 **CLOSING DATE:** The date of closing shall be (date) 03/11/2021 (the "Closing Date"). The parties may, by
38 mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The
39 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in
40 accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including
41 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
42 more than N/A days to accommodate delays attributable solely to such third-party financing.
43 _____

44 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
45 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
46 upon recording of the deed or notice of purchaser's interest, **OR**
47 _____
48 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),
49 and Homeowner's Association facilities, if applicable.


02/10/21
8:43 AM
dotloop verified

Buyer's Initials


02/11/21
4:43 PM
dotloop verified

Seller's Initials

50 **EARNEST MONEY: (check one)**

51 Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced
52 by:

53 Cash or Check.

54 Broker/Salesperson: _____
55 (name printed) (signature acknowledging receipt of earnest money)

56
57 Buyer agrees to provide earnest money in the amount as set forth herein within _____ days of the date all parties
58 have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust
59 by _____ fails to provide earnest money as set forth herein,
60 buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

61
62 **FINANCING CONDITIONS AND OBLIGATIONS:**

63
64 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
65 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon
66 any contingent source of such funds unless otherwise expressly set forth herein.

67
68 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
69 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
70 completion of a contract for deed by 5:00 pm (Mountain Time) (date) N/A
71 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

72
73 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
74 been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on
75 the date specified for each contingency, the party requesting that contingency has notified the other party or the other
76 party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the
77 other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is
78 terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

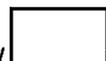
79
80 **FINANCING CONTINGENCY:**

81 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement
82 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this
83 Agreement is terminated and the earnest money will be refunded to the Buyer.

84
85 **APPRAISAL CONTINGENCY:**

86 Property must appraise for at least the Purchase Price OR at least \$ _____. If the
87 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
88 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
89 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
90 _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR

91
92 This Agreement is contingent upon the Property appraising for at least the Purchase Price OR at least
93 \$ _____. Release Date: _____

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Buyer's Initials

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Seller's Initials

94 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
95 satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. Release Date:
96 5 days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.
97

98 Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not
99 object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides
100 Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from
101 receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be
102 satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied
103 Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied,
104 Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires
105 to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said
106 objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall
107 be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.
108

109 **PROPERTY INVESTIGATION:** This offer is contingent upon Buyer's independent investigation of the following
110 conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well
111 depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries,
112 special improvement districts, restrictions affecting use, special building requirements, future assessments,
113 utility hook up and installation costs, environmental hazards, airport affected area, road maintenance
114 obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections
115 undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written
116 consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller
117 from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer
118 does not purchase the Property. Release Date: 02/24/2021.
119

120 **This offer is contingent upon** _____
121 _____
122 _____
123 _____
124 _____
125 _____ Release Date: _____
126

127 **This offer is contingent upon** _____
128 _____
129 _____
130 _____
131 _____
132 _____ Release Date: _____
133

134 **ADDITIONAL PROVISIONS:** Buyer is aware that final acceptance and closing requires City Council's approval.
135

136 Buyer is utilizing first right of refusal for purchase.
137 _____
138 _____
139 _____
140 _____
141 _____
142 _____
143 _____
144 _____
145 _____
146 _____
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149 _____


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Buyer's Initials


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150 **CONVEYANCE:** The Seller shall convey the real property by warranty
151 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by
152 Buyer. The Seller shall convey the personal property by Bill of Sale.

153
154 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
155 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
156 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
157 Property, except: N/A

158
159 Filing or transfer fees will be paid by Seller, Buyer, OR split equally between Buyer and Seller.
160 Documents for transfer will be prepared by _____

161
162 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
163 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
164 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
165 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section
166 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

167
168 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of
169 Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and
170 other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands
171 immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and
172 to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a
173 land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including
174 permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water
175 bodies, including vegetation removal.

176
177 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under
178 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or
179 all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property.
180 These mineral rights may be separate from the rights a property owner has for the surface of a property. In some
181 cases, these mineral rights have been transferred to a party other than the property owner and as a result the
182 subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been
183 severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to
184 mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that
185 neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this
186 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that
187 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property
188 have conducted an inspection or analysis of the mineral rights to and for the Property.

189
190 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by Seller
191 Buyer Equally Shared.

192
193 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
194 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
195 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
196 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an
197 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.

198
199 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to
200 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or
201 other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the
202 preliminary title commitment approved by the Buyer.


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Buyer's Initials


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Buyer's Initials

203 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein,
204 that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or
205 delivered within ____ days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The
206 parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are
207 consideration for services rendered.
208

209 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
210 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
211 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction
212 to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified
213 intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange,
214 notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and
215 Non-Assignability" section below.
216

217 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement
218 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,
219 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have
220 been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.
221

222 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
223 District and association special assessments for the current tax year, as well as prepaid rents, water and sewer
224 system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common
225 maintenance fees, as of the date of closing unless otherwise agreed.
226

227 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
228 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.
229 Seller will remove all personal property not included in this sale prior to closing.
230

231 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties
232 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
233 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
234 owner of property, contact either your local County extension agent or Weed Control Board.
235

236 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
237 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
238 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
239 information concerning registered offenders available to the public. If you desire further information please contact the
240 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers
241 assigned to the area.
242

243 **BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period
244 provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.

245 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
246 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- 247 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the
248 rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
- 249 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
- 250 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.
251

252 **SELLER'S REMEDIES:**

253 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
254 transaction within the time period provided in this Agreement, the Seller may:

- 255 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
256 under this Agreement shall be terminated; **OR**
- 257 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
- 258 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.


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BUYER'S Initials
Lyla Wiemokly


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SELLER'S Initials
3011 American Way Missoula, MT 59808

259 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
260 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
261 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
262 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
263

264 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax
265 upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually
266 the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is
267 a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to
268 deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal
269 Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the
270 Internal Revenue Code.
271

272 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act
273 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in
274 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the
275 acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised
276 to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.
277

278 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
279 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
280 Agreement, of any and all information reasonably necessary to consummate the transaction described in this
281 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
282 documents concerning this Property or underlying obligations pertaining thereto.
283

284 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
285 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
286 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without
287 personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
288 Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and
289 credit card numbers through email.
290

291 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is
292 assumed by Seller through the time of closing unless otherwise specified.
293

294 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
295

296 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns
297 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's
298 express written consent.
299

300 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
301 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
302 determine just.
303

304 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an
305 integral part of this Agreement.
306

307 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when
308 all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a
309 signature transmitted by fax or other electronic means will be enforceable against any party who executes the
310 Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the
311 transaction contemplated by this document may be conducted by electronic means in accordance with the Montana
312 Uniform Electronic Transaction Act.


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Initials


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Initials

313 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
314 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
315 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the
316 Seller and Buyer.
317

318 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest
319 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,
320 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or
321 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing
322 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of
323 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the
324 cost and fees required for filing such action.
325

326 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 327 Contingency for Sale of Buyer's Property Back-up Offer
- 328 Addendum for Additional Provisions
- 329 Water Rights Acknowledgement
- 330
- 331

332
333 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
334 hereafter have been involved in the capacities indicated below and the parties have previously received the required
335 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:
336

337 Jennifer Barnard and Annelise Hedahl _____ Of ERA Lambros Real Estate _____
338 (name of licensee) (name of brokerage company)

339
340 38059 _____ 3011 American Way, Missoula, MT 59808 _____
341 (licensee's Montana license number) (brokerage company address)

342
343 jenniferbarnard@eralambros.com _____
344 (licensee email address) (brokerage company phone number)

345
346 _____
347 (licensee phone number)

348 is acting as Seller's Agent Dual Agent Statutory Broker

349
350 Lyla Wiemokly _____ Of ERA Lambros Real Estate _____
351 (name of licensee) (name of brokerage company)

352
353 54013 _____ 3011 American Way, Missoula, MT 59808 _____
354 (licensee's Montana license number) (brokerage company address)

355
356 lyla@eralambros.com _____
357 (licensee email address) (brokerage company phone number)

358
359 4065461580 _____
360 (licensee phone number)

361 is acting as Buyer's Agent Dual Agent Statutory Broker
362 Seller's Agent (includes Seller's Sub-Agent)


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363 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
364 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she
365 has examined the subject real and personal property and represents that Buyer has **OR** has not physically visited
366 the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon
367 his/her independent investigation and judgments and has read and understood this entire Agreement.
368

369 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
370 forth in the above offer and grant to said Broker/Salesperson until (date) 02/12/2021, at 12 am pm
371 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
372 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
373 has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a
374 copy of this Agreement bearing my/our signature(s).

375 dotloop verified
02/10/21 8:41 PM MST
POTN-JD6X-Q7Z-XREW Date: _____, at _____ am pm (Mountain Time)
376 Buyer's Signature

377 Name Printed: Mark D. Price

378 Address: 836 Defoe St, Missoula State: MT Zip: _____

381 Date: _____, at _____ am pm (Mountain Time)
382 Buyer's Signature

383 Name Printed: _____

384 Address (if different): _____ State: _____ Zip: _____

385 **SELLER'S COMMITMENT:**
386 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
387 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.
388

389 dotloop verified
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3K3I-TTUL-2OV5-2MLD Date: _____, at _____ am pm (Mountain Time)
390 Seller's Signature

391 Name Printed: _____

392 Address: _____ State: _____ Zip: _____

393 Date: _____, at _____ am pm (Mountain Time)
394 Seller's Signature

395 Name Printed: _____

396 Address (if different): _____ State: _____ Zip: _____

397 Modified per the attached Counter Offer:

398 / _____
399 Seller's Initials Date

400 / _____
401 Seller's Initials Date

402 Rejection of this offer by Seller (no counter offer is being made):

403 / _____
404 Seller's Initials Date

405 / _____
406 Seller's Initials Date

407 **NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except
408 Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

An Appraisal Report

of

**1236 Dickens Street
Missoula, Missoula County, MT 59802**

for

**Mr. Dennis Bowman, Deputy Public Works Director - Utilities
City of Missoula
P.O Box 5388
Missoula, MT 59806**

as of

August 19, 2020 (Date of Observation)

September 4, 2020 (Date of Report)

by

**Megan L. Garland and Kraig P. Kosena, MAI
Kembel, Kosena & Company, Inc.
West Spruce Commons, 432 West Spruce Street, Suite 101
P.O. Box 16653
Missoula, MT 59808-6653**

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ADDENDA:

- Subject Property General Area Map
- Subject Property Location and Neighborhood Map
- Subject Property Aerial Photograph (Google Earth)
- Subject Property Photographs
- Appraisers' Qualifications and Licenses Appraiser
- Insurance Certificate

INTRODUCTION

KEMBEL, KOSENA & COMPANY, INC.

REAL ESTATE APPRAISERS & CONSULTANTS

September 4, 2020

Mr. Dennis Bowman, Deputy Public Works Director - Utilities
City of Missoula
P.O. Box 5388
Missoula, MT 59806

Re: The appraisal of the property located at 1236 Dickens Street, Missoula, Missoula County, Montana.

Dear Dennis:

In accordance with your request for an appraisal report setting forth the **market value** of the property under study, we are submitting the following report containing 49 pages.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. We particularly call your attention to the following extraordinary assumptions and hypothetical conditions:

extraordinary assumptions: this appraisal employs no extraordinary assumptions; and

hypothetical conditions: this appraisal employs no hypothetical conditions.

Based on the information gathered, the property under study is described legally on page 14 of this report.

The property rights appraised are the unencumbered fee simple estate. We assume no responsibility for the marketability of the title.

Mr. Dennis Bowman

September 4, 2020

To the best of our knowledge, this report is in conformance with the 2020-2021 Edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* which is effective through December 31, 2021.

An environmental assessment of the property has not been provided and it is assumed there are no environmental concerns related to the subject property. We are not qualified to detect hazardous materials or toxic waste. Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace which may or may not affect the value.

By reason of our investigations, studies, and analyses, an opinion has been formed that the **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

Two Thousand Dollars

(\$2,000)

Your attention is invited to the data and discussions that follow and which are the foundations of this conclusion. The information that is retained in our office files, which was used in conjunction with this appraisal report, can be provided to you for an additional fee.

I, the undersigned project appraiser, Kraig P. Kosena, hold the MAI designation and am current in the Continuing Education Program of the Appraisal Institute. My member number is 10,933.

We, Kraig P. Kosena and Megan L. Garland, are licensed by the State of Montana as Certified General Real Estate Appraisers. Our license numbers are 225 and 9314, respectively, and expire March 31, 2021. Our licenses have never been suspended, revoked, canceled, or restricted.

Mr. Dennis Bowman

September 4, 2020

We appreciate the opportunity to be of service to you. Please contact us if you have any questions or if we can be of further service.

Respectfully submitted,
Kembel, Kosena & Company, Inc.

A handwritten signature in black ink, appearing to read "Megan Garland", with a long horizontal flourish extending to the right.

Megan L. Garland, Candidate for Designation
REA-RAG-LIC-9314

A handwritten signature in black ink, appearing to read "Kraig P. Kosena", with a long horizontal flourish extending to the right.

Kraig P. Kosena, MAI
REA-RAG-LIC-225

Summary of Salient Facts and Conclusions

Record Owner	:	City of Missoula.
Location of Property	:	1236 Dickens Street, Missoula, Missoula County, Montana.
Property Rights Appraised	:	Unencumbered fee simple estate.
Historical Use	:	Vacant.
Present Use	:	Vacant.
Highest and Best Use	:	
As Though Vacant	:	Assemblage.
As Improved	:	Not applicable.
Date of Value	:	August 19, 2020.
Date(s) of Observation	:	August 19, 2020.
Date of Report	:	September 4, 2020.
Exposure Time	:	The estimated reasonable exposure time of the subject property is approximately six months to one year.
Marketing Time	:	In excess of exposure time estimate – greater than one year.
Site	:	Per the State of Montana Department of Revenue (DOR), the site totals ± 1,200 sf.

The property fronts Dickens Street to the west and a public alley to the north. The adjacent properties to the south and east are private.

Topography is level and at grade with adjacent streets and developments.

The property is zoned RM1-45 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is not located in any designated flood hazard area.

Based on our research, the subject property has minimal, if any, development potential as a result of the zoning requirements.

Site Improvements : None.

Structural Improvements : None.

Market Value by the Sales Comparison Approach - \$2,000.

Final Indication of Market Value - \$2,000.

Assumptions and Limiting Conditions

This is to certify that we, in submitting these statements and opinions of value, acted in accordance with and was bound by the following principles, limiting conditions, and assumptions:

- This is an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of *USPAP*. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinions of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. We are not responsible for the unauthorized use of this report.
- No responsibility is assumed for matters that are legal in nature nor is any opinion rendered on title of lands appraised.
- Unless otherwise noted, the property has been appraised as though free and clear of all encumbrances.
- All maps, areas, and other data furnished to us have been assumed to be correct. We have not made, or commissioned, a survey of the property.
- Neither the employment to make this appraisal nor the compensation is contingent upon the amount of valuation reported.
- We have made a personal observation of the property that is the subject matter of this report.
- To the best of our knowledge and belief, the statements of fact contained in this appraisal report upon which the analysis, opinions, and conclusions expressed herein are based are true and correct. Furthermore, no important facts have knowingly been withheld or overlooked.

- There shall be no obligation to give testimony or attendance in court by reason of this appraisal with reference to the property in question unless arrangements have been made previously.
- This appraisal report has been made in conformity with and is subject to the requirements of the *Code of Professional Ethics and Standards of Professional Conduct* of the Appraisal Institute and conforms to the *USPAP* adopted by the Appraisal Standards Board of the Appraisal Foundation.
- Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute.
- The liability of the appraisal firm of Kembel, Kosena & Company, Inc. and its employees are limited to the client and to the fee collected. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. We assume no responsibility for any cost incurred to discover or correct any deficiencies of any type present in the property: physically, financially, or legally.
- We have inspected as far as possible, by observation, the lands. However, it was not possible to personally observe conditions beneath the soil. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
- It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management: neither inefficient nor super-efficient.
- Unless otherwise stated in this report, we have no knowledge concerning the presence or absence of toxic materials on the subject site. If such are present the value of the property may be adversely affected and re-

appraisal at additional cost maybe necessary to estimate the effects of such.

- The appraisal is based on the premise that, there is full compliance with all applicable federal, state, and local environmental regulations, and laws unless otherwise stated in the report. Further, that all applicable zoning, building, building codes, use regulations, and restrictions of all types have been complied-with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

Neither all nor any part of the contents of this report (especially the conclusion as to the value, our identity, or the firm with which we are connected) or any reference to the MAI designation and/or the Appraisal Institute shall be disseminated to the public through advertising media, sales media, news media, public relations media, or any other public means of communication without our prior written consent and approval.

Privacy Notice

Pursuant to the *Gramm-Leach-Bliley Act of 1999*, effective July 1, 2001, appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic information. As professionals, we understand that privacy is very important and are pleased to provide this information.

Types of Nonpublic Personal Information We Collect:

In the course of performing appraisals, we may collect what is known as “nonpublic personal information.” This information is used to facilitate the services that we provide and may include the information provided to us.

Parties to Whom We Disclose Information:

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to non-affiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third-party consultants who need to know that information to assist us in providing appraisal services. All of our employees and any third-party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action.

Confidentiality and Security:

We will retain records relating to professional services that we have provided for a reasonable time so that we are better able to assist you. In order to protect nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic, and procedural safeguards that comply with our professional standards to ensure the security and integrity of information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide.

DESCRIPTION, ANALYSIS, AND CONCLUSION

Record Owner and Brief Property History

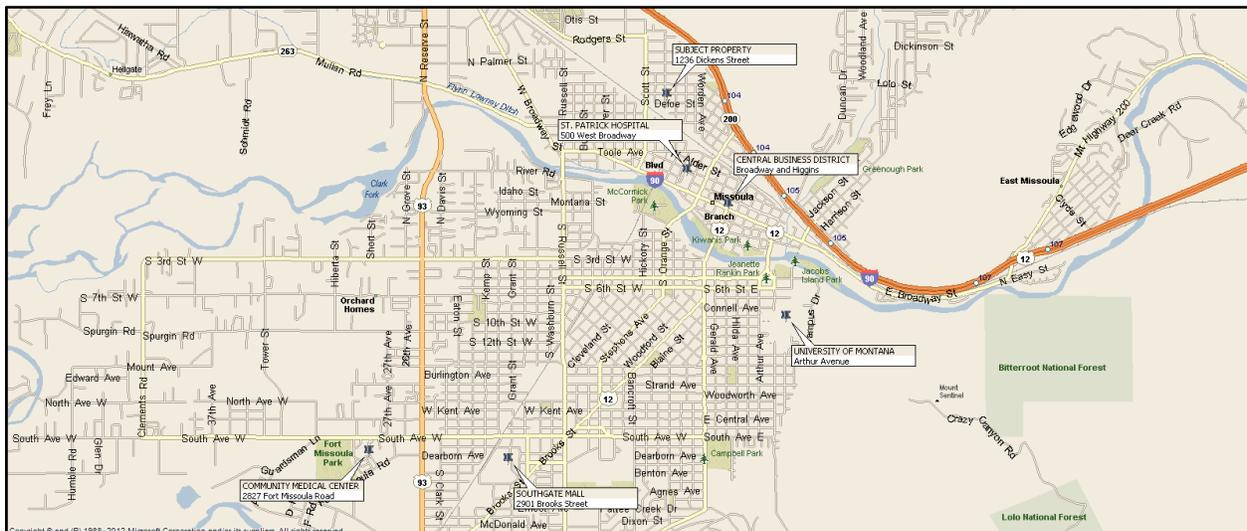
According to the Missoula County Clerk and Recorder's Office, the subject property is owned by the City of Missoula and has been for many years.

Regarding the history of the property, to the best of our knowledge the site has never been improved.

Location of the Property

The subject property is located in the northern portion of the City of Missoula. More specifically, the actual subject property street address is 1236 Dickens Street, Missoula, Missoula County, Montana. The zip code is 59802.

A map showing the general location of the property relative to Missoula follows.



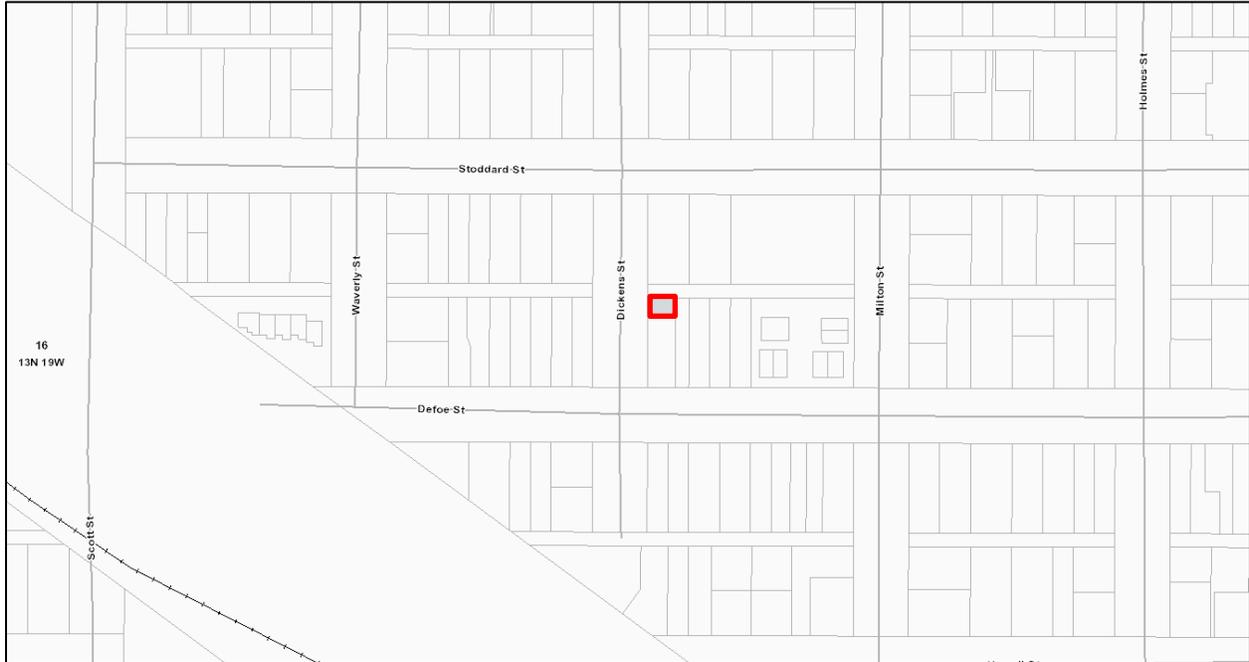
SUBJECT PROPERTY GENERAL AREA MAP

The location of the subject property is illustrated by a Subject Property General Area Map, a Subject Property Location and Neighborhood Map, and a Subject Property Aerial Photograph (Google Earth) in the Addenda of this report.

Legal Description

Based on the information available, the legal description of the site is as follows:
School Addition, S16, T13N, R19W, Block 23, Lot A.

A subject property site map follows as obtained from the State of Montana Cadastral website:



SUBJECT PROPERTY SITE MAP

Definition of an Appraisal

As recognized by the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*, the following definition of an appraisal is hereby presented to aid the reader in understanding exactly what is meant by the term:

Appraisal: The act or process of developing an opinion of value.

Intended User of the Appraisal Report

The intended users of this product are our client, the City of Missoula.

Intended Use of the Appraisal Report

The intended use of this appraisal report is to assist our client in establishing the **market value** of the subject property to be used in conjunction with a potential sale of the property.

Scope of the Appraisal

General Information: The client in this assignment is the City of Missoula and our point of contact is Mr. Dennis Bowman, Deputy Public Works Director – Utilities, City of Missoula.

Regardless of who pays for this appraisal, the intended user is the client(s) only. This appraisal may not be appropriate for other users. Therefore, this appraisal may not be used for relied on by anyone other than the stated intended user(s), regardless of the means of possession of this report, without our express written consent. We, the firm of Kembel, Kosena & Company, Inc., and related parties assume no obligation, liability, or accountability to any third party without such written consent.

We have diagnosed the intended user(s) problem and have generated the following primary appraiser information as a means of assisting in its solution: an opinion of **market value** of the unencumbered fee simple estate, the related exposure time, and the highest and best use.

The property was identified by the client providing the name of the property owner and the general location of the site. This information was used to access the DOR property record card (PRC).

The opinion of **market value** is as of the most recent date of observation, August 19, 2020.

The property rights appraised are the unencumbered fee simple estate.

This appraisal is intended to conform to the supplemental standards associated with an “appraisal” as defined by the Federal Banking Regulatory Agencies.

Considering the subject property is vacant land, the sales comparison approach is considered most relevant and, therefore, the only approach we fully developed in this appraisal assignment.

Within the sales comparison approach, an overall dollars per square foot (\$/sf) technique was developed for the property. Given the unique physical characteristics of the subject property site and the perceived lack of utility to anyone other than an adjacent property owner, the data set for this approach involves just two closed sales.

We are competent in terms of training and experience in the type of property and market area that is the subject of this appraisal, the analytical methods used, and the use(s) of the appraisal.

Much of the scope of work is discussed throughout the report (limiting conditions, general assumptions, final reconciliation, etc.).

This appraisal is intended to comply with *USPAP*, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and local State laws.

For appraisal purposes, an extraordinary assumption is defined in *USPAP* as follows:

Extraordinary Assumption: An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

This appraisal employs no extraordinary assumptions.

Per the same source, a hypothetical condition is defined as:

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purposes of analysis.

Similarly, no hypothetical conditions were considered in this appraisal assignment.

Subject Property Data Gathering: The subject property's data was obtained from research, interviews, an on-site property observation, and from plans and specifications (when available).

The DOR PRC was obtained directly from the DOR and the most recent transferring document was obtained from the Missoula County Clerk and Recorder's Office. The zoning was checked from a map published by the City of Missoula Office of Development Services which is reportedly kept current. The flood zone information was also checked through the City of Missoula Office of Development Services. The local multiple listing service (MLS) was searched for previous sales and listings of the subject property.

An on-site observation was conducted on August 19, 2020.

In conjunction with this appraisal, we did drive through the neighborhood noting types of properties, their ages, and conditions.

The secondhand information was verified depending on the perceived credibility of the initial source. In most cases, the initial source was considered to be credible and reliable.

Market Data Gathering: The data was located through a search of the local MLS and a network of professional associates including real estate agents and brokers and other real estate appraisers. Generally speaking, the data researched is current within the past five years.

The sales price, date of sale, and days on market information were found either on the MLS sheet or through the interview process. Recording documents show buyer and seller information as well as date of sale. As a non-disclosure state, actual sales price information is not available through either the State of Montana or local counties. PRCs, the local MLS system, and office files were checked for the previous sales of the comparable sale properties.

The physical characteristics were gathered from the local MLS system, the PRC, as well as from a visual observation taken from curb-side of each comparable used in conjunction with this appraisal. In some cases, office files are referenced if this firm

has previously appraised one of the properties being considered as a comparable in this report.

Most all of the secondhand data was corroborated from at least two sources. Transfer documents, PRCs, and the local MLS were used to check completeness and consistency.

Analysis: The valuation approach which was considered herein includes just the sales comparison approach.

Sales Comparison Approach: Within the sales comparison approach, sales of similar (to varying degrees given the size and location of the subject property and the limitations of the small market) properties were researched. The sales comparison analysis was based on local data and the unit of comparison that we considered was the overall dollars per square foot (\$/sf). Other units of measure that are sometimes considered for land valuation are dollars per acre (\$/acre), typically used for larger and more rural tracts, and dollars per front foot (\$/ff), typically used for waterfront parcels, etc.

The results of our research efforts culminated in two closed sales that were considered to be reasonable comparables and which were felt to result in a reliable indicator of current **market value**. Other sales were considered in the analysis but were removed from direct consideration for various reasons.

The sale properties were analyzed and compared to the subject property, differences recognized, and adjustments made (to the extent that the available data will allow). Overall, the indication of current **market value** by this approach was felt to be reasonable and reasonably well supported by the data available.

Purpose of the Appraisal and Definition of Market Value

The purpose of this appraisal is to estimate the **market value** of the subject property. **Market value**, as defined by the Appraisal Standards Board of The Appraisal Foundation for the purposes of the *USPAP* and used in this report, is:

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 and knowledgeably, and assuming the price is not affected by undue stimulus.

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

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States 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.

Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.

Date of Valuation

The estimate of **market value** is as of the most recent date of observation, August 19, 2020.

Exposure Time

Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows in the 6th Edition of *The Dictionary of Real Estate*

Appraisal as published by the Appraisal Institute:

Exposure Time: 1. the time a property remains on the market; and 2. the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at **market value** on the effective date of the appraisal.

The typical method of estimating exposure times is to investigate exposure times of comparable sales. The logic being that if the sales are current and comparable, the exposure time expectation for the subject property should be within the range indicated by the comparable sales, if the subject property was made available for sale and priced reasonably and competitively.

In this case, in an effort to estimate a reasonable exposure time for the subject property, we have relied mainly on the reported exposure times of the sales presented for consideration in the sales comparison approach. Based mainly on this data as well as significant anecdotal information including numerous real estate agent and broker interviews, we have concluded that a reasonable exposure time for the subject property would be approximately six months to one year assuming that the property would be actively marketed at a reasonable and competitive price.

Marketing Time

Unlike exposure time, the marketing time estimate is prospective in nature. Marketing time is defined as:

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded **market value** level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

This definition is also per the 6th Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute.

Given the date of this report, September 4, 2020, and the current worldwide health and economic crisis as a result the COVID-19 virus, it seems reasonable to expect that a marketing time in excess of the estimated exposure time would be reasonable, i.e., more than one year.

Property Rights Appraised

The property rights being appraised are the unencumbered fee simple estate.

According to the 6th Edition of the Appraisal Institute's *The Dictionary of Real Estate Appraisal*:

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

No responsibility for the marketability of the title of the subject property in this report is assumed.

Regional, City, and Neighborhood Data and Analysis

This section of the report has been intentionally omitted due to the summary nature of this report as well as the client's familiarity with the region, city, and neighborhood.

Property Description

The following description of the subject property is based on our research of the records of the State of Montana and Missoula County as well as a thorough property observation. Again, due to the summary nature of this report and the maps and photographs included in the Addenda of this report as exhibit items, this narrative discussion of the property is admittedly and intentionally brief.



Site:

Per the DOR, the site totals \pm 1,200 sf.

The property fronts Dickens Street to the west and a public alley to the north. The adjacent properties to the south and east are private.

Topography is level and at grade with adjacent streets and developments.

The property is zoned RM1-45 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is not located in any designated flood hazard area. The flood hazard area map which pertains to the subject property is Panel No. 30063C1195E.

Based on our research, the subject property has minimal, if any, development potential as a result of the zoning requirements.

For the purposes of this report, the soils have not been independently studied nor do we make any representation as to their suitability. However, based on existing developments in the area, it appears that the soils in the area offer adequate load-bearing qualities for most types of development. There do not appear to be any drainage problems associated with the site.

On the issue of soil degradation, an Environmental Site Assessment Report has not been performed. **It is assumed there are no environmental concerns related to the subject. We are not qualified to detect hazardous materials or toxic waste.** Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace, which may or may not affect the value. For more specific environmental site information, it is recommended that, at a minimum, a

phase one audit be completed by a qualified soils engineer.

Site Improvements:

None.

Structural Improvements:

None.

Taxes and Assessments

The following tabulation details the parcel number, assessed value, and current property taxes for the subject property.

TABULATION OF SUBJECT PROPERTY TAXES AND ASSESSMENTS				
PARCEL NO.	GEO CODE	LAND AREA (SF)	ASSESSED VALUE	2019 PROPERTY TAXES
5830561	04-2200-16-4-35-06	1,200	\$111,340	\$1,013.25

Complete copies of the DOR records and the Missoula County 2019 real property tax bill is retained in our office work file.

Worth noting, the aforementioned property taxes include various other properties owned by the City of Missoula.

Highest and Best Use

The following definition of highest and best use is taken from the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*:

Highest and Best Use: The reasonably probable and legal use of vacant land or an unimproved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

Implied in this definition is the recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (**market value**), another appropriate term to reflect highest and best use would be most "probable use." In the context of investment value, an alternative term would be most "profitable use."

As Though Vacant:

In considering the highest and best use of the subject property, as though vacant and available to be developed to its highest and best use, we gave consideration to any and all uses to which the property is capable of being adapted, or developed, if vacant and unimproved.

The five categories of use recognized are residential, commercial, industrial, agricultural, and special-purpose.

The residential classification typically includes single family residences, duplexes, and four-plexes.

Commercial developments generally include such things as office buildings, retail centers, restaurants, hotels, motels, and multi-family housing developments.

The industrial classification includes such uses as manufacturing parks, warehouses, etc.

Agricultural land uses include cropland, pastureland, timberland, and orchards.

The special-purpose use refers to properties with unique design, or construction, which restricts their utility to the intended use for which they were built and generally includes such things as schools, churches, parks, museums, airports, etc.

Consideration must be given to these uses, recognizing the limitations imposed by the four generally-accepted criteria for highest and best use. These are physically possible, legally permissible, financially feasible, and maximally productive. To elaborate on these, physically possible recognizes such factors as size, shape, area, terrain, and utilities available.

Legally permissible involves restrictions such as homeowners associations, zoning regulations, building codes, historic district controls, and environmental regulations.

Financially feasible relates to all uses that are expected to produce a positive return.

Maximally productive relates to those uses which satisfy the other three criteria and produce the highest price or value consistent with the return expected by investors in the area.

Legally Permissible: This criterion relates to zoning designations or other governmental restrictions for the site, but also recognizes any declaration of covenants, conditions, or restrictions. Conservation easements would be included here as legally limiting the potential development of a property.

Currently, the subject property is zoned RM1-45 Residential District. As the name implies, this zoning district allows mainly for residential uses with some commercial potential.

Furthermore, this zoning requires a minimum parcel size of $\pm 3,000$ sf. As was mentioned before, as this minimum parcel size is larger than the subject property land area, this parcel has minimal, if any, development potential. As such it seems that the property offers very little, if any, benefit to anyone other than an adjacent landowner that may be able to increase development density on their property by assembling the subject property.

To the best of our knowledge, there are no other legal considerations that would limit the potential of the sites, i.e., covenants, deed restrictions, easements (including conservation easements), etc.

Physically Possible: The physical features of a site which may affect the potential use(s) include, but are not limited to, location, frontage, size, shape, access, availability of utilities, easements, soils and subsoils, topography, and designated flood hazard considerations.

The subject property involves a land area of ± 1,200 sf located in the northern portion of the City of Missoula. Land uses in the immediate area are mostly residential and include a mix of single family residential, townhouse residential, and multi-family residential.

Overall, the property is felt to have good physical attributes for many, but not all, types of development. Those uses that are felt to be culled out at this point include potential developments with large land requirements, i.e., agricultural.

Financially Feasible and Maximally Productive: Financial feasibility relates to the investment in the land producing a positive return to the investor, or developer. A positive return to the investment suggests a financially feasible use of the property. This may be a cash return or a return as measured by the utility of the land to the owner.

The highest, or maximum, return on the investment indicates the maximum productivity of the property. This factor is more difficult to measure, as different investors may have differing return requirements. In the case of vacant land, this may be measured by the highest price the land will bring when exposed to the open market.

Conclusion: Recognizing the subject's site size, the location, the topography, the current local and national economy, and especially the demand for property in the area, it is our opinion that the highest and best use of the property, as if vacant, would be for assemblage with an adjacent property.

As Improved:

Recognizing that the subject property involves vacant land, this subsection of highest and best use is not applicable.

Property Valuation

The appraisal process is a systematic process in which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value.

There are three traditional, or generally-accepted, techniques used in estimating the **market value** of real property. These are generally referred to as the cost approach, the sales comparison approach, and the income capitalization approach.

The cost approach is an estimation of the value of the land, as if vacant and available to be developed to its highest and best use, by market comparisons to which the depreciated, or contributory, value of the improvements is added.

The sales comparison approach is a technique that produces an indication of value by a direct comparison of similar property types that have recently sold, to the subject property; appropriate adjustments for differences are made when and where necessary.

The income capitalization approach produces a value indication by capitalizing the net income, or earning power, of the property by a rate reflected by market transactions or behaviors.

The three approaches to value do not necessarily apply to all types of property. A decision must be made whether a particular approach is applicable in each instance. The key to this decision is whether or not the approach is practical as a yardstick of market performance, or merely a theoretical application. These observations are particularly pertinent in the appraisal of properties in transition to a higher and better use, as well as special use properties where value-in-use is more applicable than **market value**.

In this case, recognizing the type of property under consideration in this appraisal assignment, we have concluded that just the sales comparison approach is pertinent to the process.

Sales Comparison Approach

According to the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing similar properties that have been recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

Inherent to the sales comparison approach is the principle of substitution. According to the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

Principle of Substitution: The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Before getting into the actual valuation analysis, we first want to point out that it is our experience that, in our small market, a bracketing technique works well. Contemporary appraisal texts have begun to recognize bracketing as a valuation technique. Overall, we are of the opinion that the bracketing technique recognizes the imperfect data found in the marketplace. The 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate* defines bracketing as:

Bracketing: A process in which an appraiser determines a probable range of values for a property by applying qualitative techniques of comparative analysis to a group of comparable sales. The array of comparables may be divided into three groups - those superior to the subject, those similar to the subject, and those inferior to the subject. The adjusted sale prices reflected by the sales requiring downward adjustment and those requiring upward adjustment refine the

probable range of values for the subject and identify a value bracket in which the final value opinion will fall.

Because of the many variables involved in comparing sale properties to the subject property, the importance of the appraiser's judgment and opinion becomes obvious. In other words, the sales themselves do not alone directly indicate a value for the subject property, but these sales, once totally analyzed and correlated with experience and judgment, do help us appraisers in our final value estimate.

Last Sale of the Subject Property:

At this juncture, before discussing the comparisons and analyses of the improved sales, we typically first discuss and analyze the most recent sale of the subject property. In this case, the subject property has been in the current ownership for many years.

Site Valuation:

Land sales with similar amenities located within the immediate neighborhood of the subject property allow for the best comparison and value conclusion. In comparison to the subject property, factors considered include property rights, terms of the sale, location, size, frontage, shape, zoning, topography, etc.

The unit of comparison used in this analysis is based upon a \$/sf. To determine this indication, the sales price (or estimated contributory value of the land) is divided by the total size of the land (in square feet).

$$\frac{\text{confirmed sales price}}{\text{size in square feet}} = \text{\$/sf indication}$$

Regarding the sales themselves and the adjustment process, it has been our experience that all sales differ somewhat from one another. To the extent possible, the differences should be recognized and adjusted for based on the data available. However, in the market it is often difficult, and sometimes impossible, to accurately isolate a given factor. In short, one very seldom finds sale properties which are identical in all respects but one, and thus is able to prove conclusively the value, or lack of, for any one factor due to a difference in sale price. Often, there are positive and

negative factors which offset each other. Nevertheless, the differences in values are real and an attempt, based on as much fact as can be found, will be made to determine the value of these factors. Then, the appraiser may call upon his/her experience to make more subjective judgments. The following generalities are cited to acquaint the reader with a background for our reasoning and judgment to follow:

- ❖ value increases per unit of comparison as the size of the parcel decreases;
- ❖ value tends to decrease as distance from an urban center increases (an exception to this generalization might be certain recreational properties);
- ❖ value tends to decrease as the topography becomes steeper, more rocky, more barren, more arid, etc.;
- ❖ value tends to decrease as access becomes more difficult;
- ❖ value tends to increase with amenities such as creek or lake frontage, or a good view; and
- ❖ value tends to increase when zoning allows greater density and/or a more optimum use of the land.

Obviously, the inverse may be said of each of these statements.

The data set relates to two sales in Missoula. While two sales are thought to represent a bare minimum, fortunately, after confirmation these two sales are believed to be extremely comparable to the subject property.

Rather than tabulate two sales, we would submit that a brief narrative of the sales is more appropriate.



Land Sale No. 1: This land sale took place during July of 2018 and involved an assemblage parcel located along the north side of Burlington Avenue.

The sale property involved $\pm 3,125$ sf of vacant land that was zoned RM2.7.

The site has an existing irrigation ditch which occupies $\pm 100\%$ of the property and, therefore, had minimal, if any, development potential.

The property sold for \$3,500 which indicates \pm **\$1.12/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201812300, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

The buyer motivation was for assemblage to their residential property to the west.



Land Sale No. 2: This July 2011 land sale involved an assemblage parcel of $\pm 3,175$ sf located along the north side of South 2nd Street West. The land was zoned RM2.7 but due to topographical issues was felt to have little value to anyone other than an adjacent property owner.

The confirmed sales price was \$5,000 which indicates **\$1.57/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201110959, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

The buyer motivation was for assemblage to their residential property to the east.

Correlation and Conclusion of Site Valuation:

Having identified and analyzed what we feel are the best sales in the local market for the purposes of this analysis, we must now reconcile the data into an indication of value for the subject property land area. Typically, the data set would be analyzed on a tabulation/adjustment grid in an attempt to recognize and quantify those specific adjustments that are felt to pertain when we compare the comparable sale properties to the subject property. In this case, the data set of two sales neither lends itself nor warrants an adjustment grid. That said, recognizing a slight adjustment upward for size, we have concluded that the information is very supportive of the following value conclusion:

± 1,200 sf at \$1.60/sf = \$1,920, rounded to **\$2,000**.

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions;
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;
- We have not performed any services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results;
- Our compensation for completing this assignment is not contingent upon the developing 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 the appraisal;
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *USPAP*;
- We made a personal observation of the property that is the subject of this report; and

- Rhesa E. Sutton Weston, Research Assistant, provided significant real property appraisal assistance to the persons signing this certification;
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- As of the date of this report, Kraig P. Kosena has completed the continuing education program for Designated Members of the Appraisal Institute; and
- As of the date of this report, Megan L. Garland has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

By reason of our investigations, studies, and analyses, an opinion has been formed that the current **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

Two Thousand Dollars

(\$2,000)



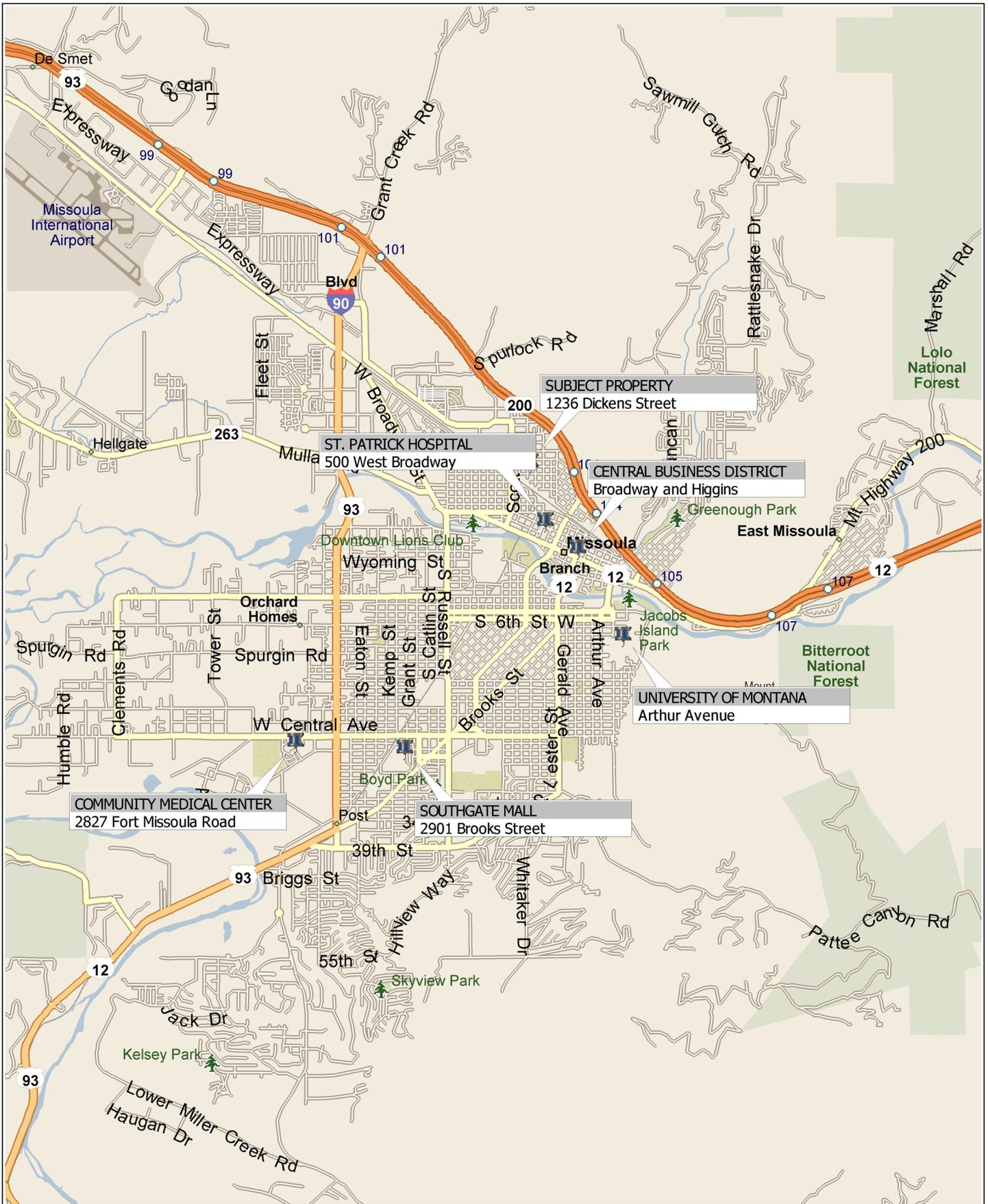
Megan L. Garland, Candidate for Designation
REA-RAG-LIC-9314



Kraig P. Kosena, MAI
REA-RAG-LIC-225

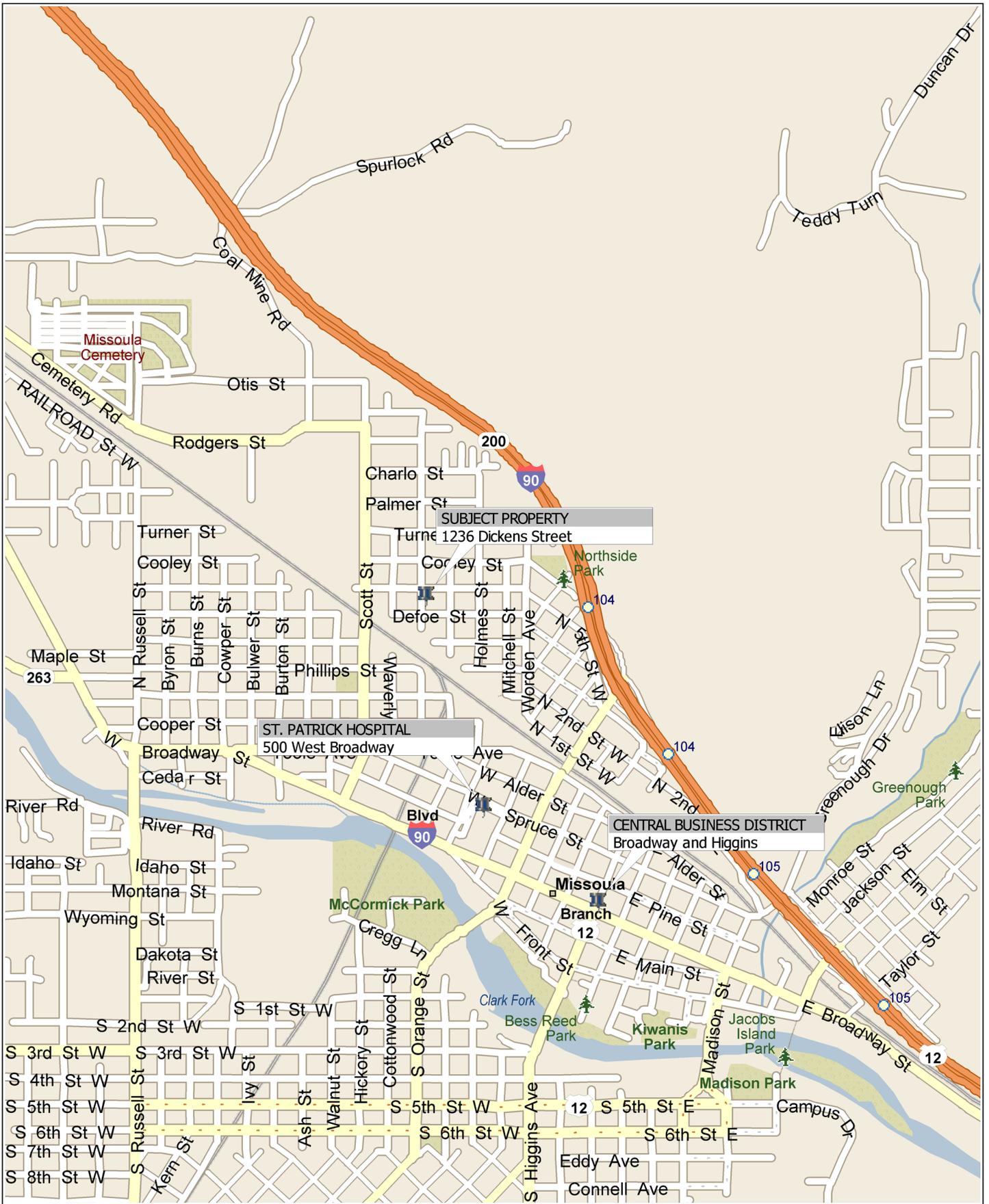
ADDENDA

SUBJECT PROPERTY GENERAL AREA MAP

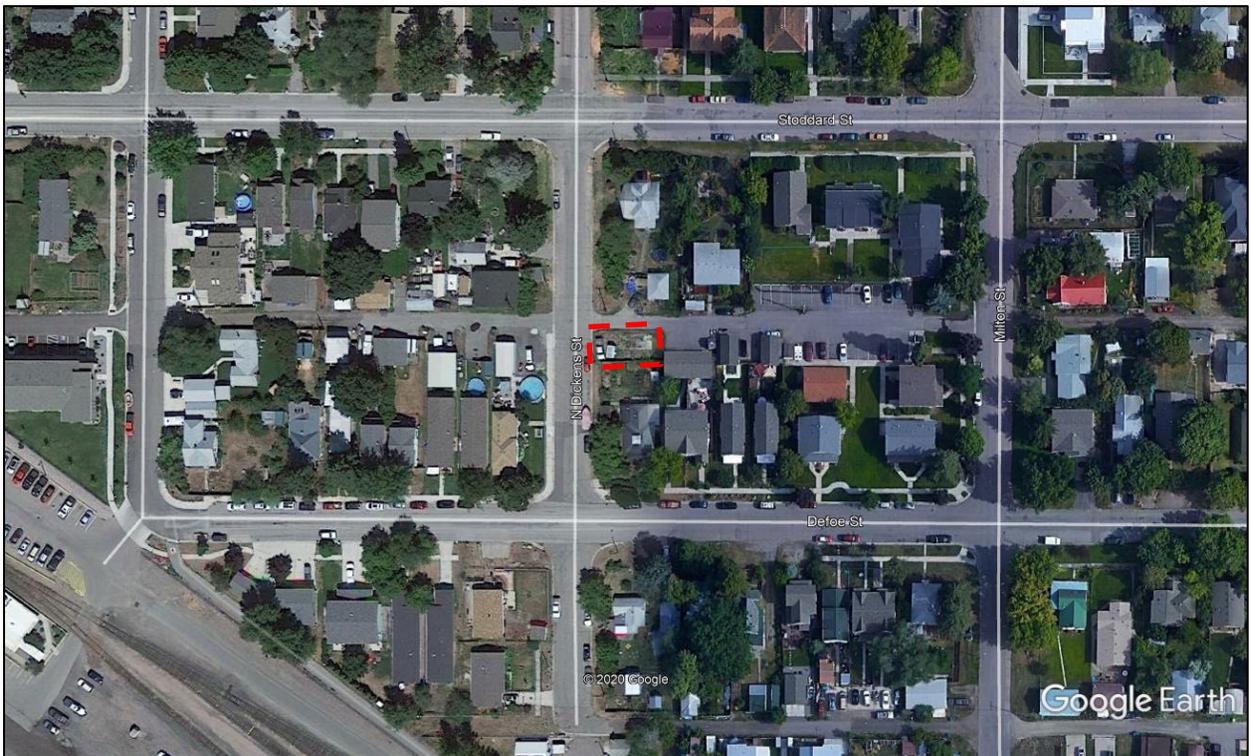


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SUBJECT PROPERTY NEIGHBORHOOD MAP



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 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



SUBJECT PROPERTY AERIAL PHOTOGRAPH (GOOGLE EARTH)

Subject Property Photographs

1236 Dickens Street, Missoula, Missoula County, Montana

Photograph No. 1

Description:
Street scene facing
southerly along
Dickens Street.

Date Taken:
8/19/20



Photograph No. 2

Description:
Site overview facing
southeasterly.

Date Taken:
8/19/20



Appraiser's Qualifications - Megan L. Garland

Business Experience: Since July 2013 I have been employed by the full-service appraisal and consulting firm of Kembel, Kosena & Company, Inc. in Missoula, Montana. Having begun as a Research Assistant and transitioned to an Appraiser Trainee, I became a Certified General Appraiser in the State of Montana in 2017. I am currently a candidate for designation with The Appraisal Institute working with Kraig P. Kosena, MAI, as my mentor.

In December 2009 I earned a Bachelor of Science Degree in Business Administration with an emphasis in Finance from the University of Montana.

Clients: The following is a partial, representative client list.

Bank of Montana	TrailWest Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Glacier Bank
Stockman Bank	Treasure State Bank

Education: The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana

AI Course	Uniform Standards of Professional Appraisal Practice
AI Course	Basic Appraisal Principles
AI Course	Basic Appraisal Procedures
AI Course	General Appraiser Sales Comparison Approach
AI Course	Real Estate Finance, Statistics Valuation Modeling
AI Course	Online Business Practices and Ethics
AI Course	General Appraiser Income Approach - Part 1
AI Course	General Appraiser Income Approach - Part 2
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Course	General Appraiser Site Valuation and Cost Approach
AI Course	Advanced Income Capitalization
AI Course	General Appraiser Report Writing and Case Studies
AI Course	Quantitative Analysis

AI Course Uniform Appraisal Standards for Federal Land Acquisitions
AI Course Advanced Concepts & Case Studies
AI Course Advanced Market Analysis and Highest and Best Use

Certifications:

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-9314)



State of Montana
Business Standards Division
Board of Real Estate Appraisers

This certificate verifies licensure as:

CERTIFIED GENERAL APPRAISER

REA-RAG-LIC-9314

Status: **Active**
Expires: **03/31/2021**

MEGAN LYNN GARLAND
KEMBEL KOSENA & COMPANY INC
PO BOX 16653
MISSOULA, MT 59808



Montana Department of
LABOR & INDUSTRY
RENEW OR VERIFY YOUR LICENSE AT:
<https://ebiz.mt.gov/pol>

Appraiser's Qualifications - Kraig P. Kosena, MAI

Business Experience: Since June 1996 I have been operating my own full-service appraisal and consulting firm known as Kembel, Kosena & Company, Inc. in Missoula, Montana.

From January 1989 to May 1996 I was employed by R.D. Kembel & Associates, Inc., a full-service real estate appraisal and consulting firm also in Missoula, as an Associate Appraiser. My appraisal work included mainly commercial, agricultural, subdivision, conservation easement, and right-of-way appraisals.

In January 1987 I enlisted in the United States Navy and received an honorable discharge in December 1988.

From May until December 1986 I worked as an Associate Appraiser for R.D. Kembel & Associates, Inc.

Clients: The following is a partial, representative client list.

Bank of Montana	Bitterroot Valley Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Garlington, Lohn & Robinson, PLLP
Glacier Bank	Missoula Federal Credit Union
Missoula International Airport Authority	Montana Department of Transportation
Mountain West Bank	Rocky Mountain Bank
Stockman Bank	Sullivan, Tabaracci & Rhoades, PC
Treasure State Bank	US Bank
Washington Trust Bank	Worden Thane, PC

Fee appraising for various other banks, attorneys, and private parties.

Education: The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana
Real Estate Fundamentals - University of Montana

AI Course 101	An Introduction to Appraising Real Property
AI Course SPP	Standards of Professional Practice
AI Course 1BA	Capitalization Theory and Techniques, Part A
AI Course 1BB	Capitalization Theory and Techniques, Part B
AI Course 540	Report Writing & Valuation Analysis
AI Course 550	Advanced Applications
AI Course 700	The Appraiser as an Expert Witness
AI Course 833	Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Seminar	Rates, Ratios & Reasonableness
AI Seminar	Non-Residential Demonstration Appraisal Report Writing
AI Seminar	Subdivision Analysis
AI Seminar	Timberland Valuation
AI Seminar	Eminent Domain and Condemnation Appraising
AI Seminar	Small Hotel/Motel Valuation
AI Seminal	Sales Comparison Valuation of Small Mixed-Use Properties
AI Seminar	Litigation Skills for the Appraiser
AI Seminar	Partial Interest Valuation - Divided
AI Seminar	Partial Interest Valuation - Undivided
AI Seminar	Case Studies in Commercial Highest and Best Use
AI Seminar	Regression Analysis in Appraisal: Concepts and Applications
AI Seminar	Appraisal Review
AI Seminar	Uniform Standards for Federal Land Acquisitions (Yellow Book)
AI Seminar	Evaluating Commercial Construction
AI Seminar	The Professional's Guide to the Uniform Residential Appraisal Report
AI Seminar	Business Practices and Ethics
AI Seminar	Appraisal Curriculum Overview (2-Day General)
AI Seminar	Introduction to Valuation for Financial Reporting
AI Seminar	Using Spreadsheet Programs in Real Estate Appraisals
AI Seminar	The Discounted Cash Flow Model: Concepts, Issues and Applications
AI Seminar	Water Rights
AI Seminar	Practical Regression Using Microsoft Excel

Certifications:

Member of the Appraisal Institute (MAI No. 10,933)

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-225)

Community Involvement:

Volunteer, Hugh O'Brian Youth Leadership Foundation

Former President, Missoula Exchange Club

Former Member, Board of Directors, Missoula Exchange Club

Former Banquet Committee Volunteer, Rocky Mountain Elk Foundation

Guest Speaker, University of Montana Business School

Court Experience:

I have qualified in State and Federal Court as an expert witness in the matter of real estate valuation.

Other:

Education Chairman, Montana Chapter of the Appraisal Institute

Former President, Montana Chapter of the Appraisal Institute

Former Member, Board of Directors, Montana Chapter of the Appraisal Institute

Ex-Officio Member and Chairman, Montana Board of Real Estate Appraisers (Governor appointment)



State of Montana
Business Standards Division
Board of Real Estate Appraisers

REA-RAG-LIC-225

Status: **Active**
Expires: **03/31/2021**

This certificate verifies licensure as:

CERTIFIED GENERAL APPRAISER

Supervises: DANE WILLEY

With endorsements of:

* *REAL ESTATE APPRAISER MENTOR*

**KRAIG P KOSENA
KEMBEL KOSENA AND CO INC
PO BOX 16653
MISSOULA, MT 59808**



Montana Department of
LABOR & INDUSTRY

RENEW OR VERIFY YOUR LICENSE AT:
<https://ebiz.mt.gov/pol>

**APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY**

DECLARATIONS - MONTANA

Aspen American Insurance Company

(Referred to below as the "Company")
590 Madison Avenue, 7th Floor
New York, NY 10022
877-245-3510

Date Issued	Policy Number	Previous Policy Number
8/21/2020	AAI002470-06	AAI002470-05

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

<p>1. Customer ID: 147463 Named Insured: KEMBEL, KOSENA & COMPANY, INC. Kraig P. Kosena, MAI 432 West Spruce Street, #101 Missoula, MT 59802</p>	
<p>2. Policy Period: From: 09/08/2020 To: 09/08/2021 12:01 A.M. Standard Time at the address stated in 1 above.</p>	
<p>3. Deductible: \$1000 Each Claim</p>	
<p>4. Retroactive Date: 09/08/1999</p>	
<p>5. Inception Date: 09/08/2015</p>	
<p>6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate</p> <p>Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceeding: \$12,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage</p>	

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):			
Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Residential Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bodily Injury and Property Damage Caused			
During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/> (If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)

<p>8. Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101</p>
<p>9. Annual Premium: \$2,109.00</p>
<p>10. Forms attached at issue: LIA002 (04/19) LIA MT (09/19) LIA012 (05/19) LIA164 (05/19) LIA165 (05/19)</p>

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

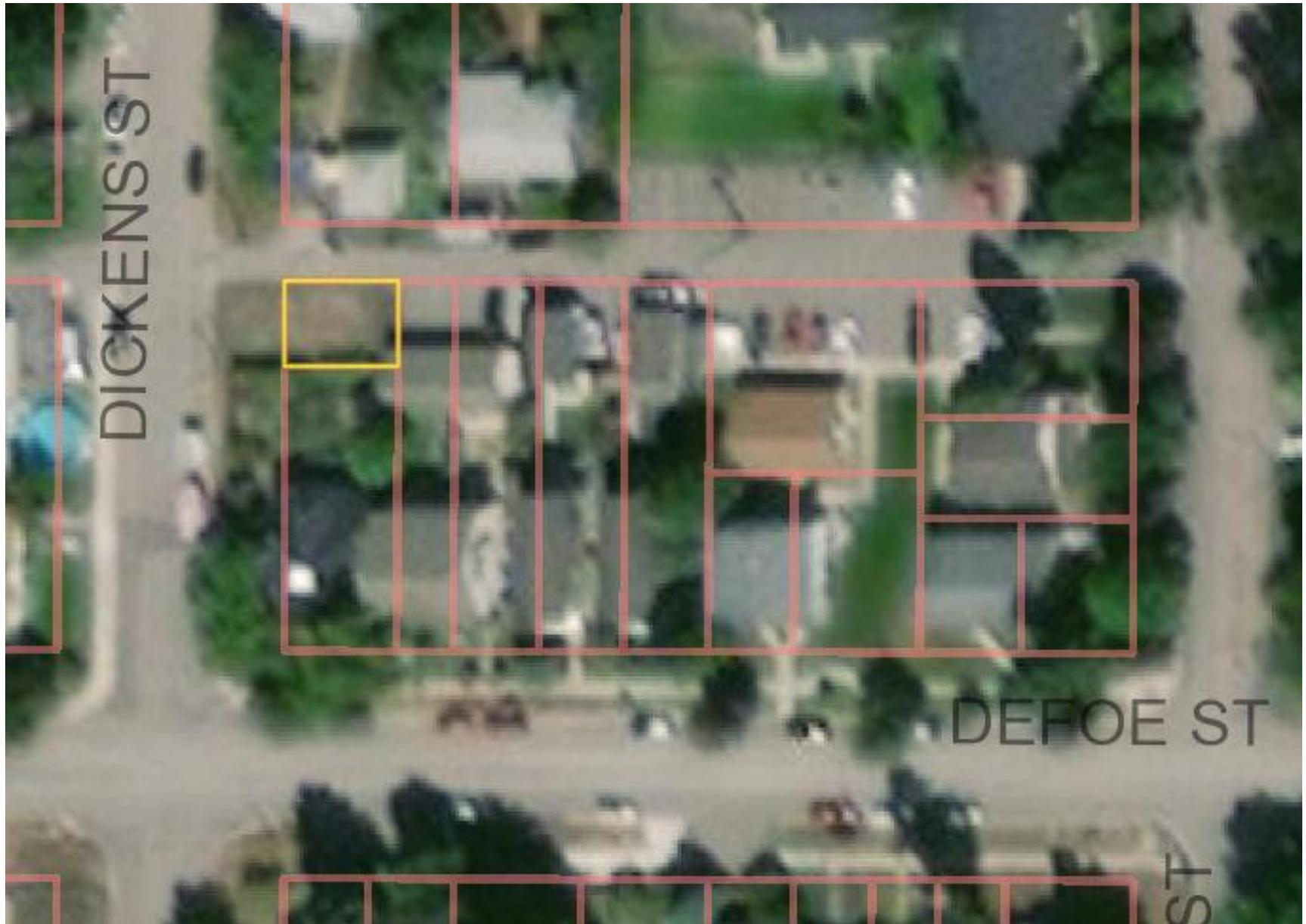
08/21/2020

 Date

By 

 Authorized Representative

1236 North Dickens Street



RESOLUTION NUMBER _____

A resolution of the Missoula City Council to authorize the sale of the real property located in the City of Missoula consisting of Lot A, Amended Plat of School Addition Block 23, Lots 11 and 12, a platted subdivision in the City of Missoula, Montana, according to the official plat thereof.

WHEREAS, the City owns the property located at 1236 North Dicken Street, described above, and shown on Exhibit A, attached to this Resolution (the "Property"); and

WHEREAS, the City acquired the Property as part of the condemnation of the assets of Mountain Water Company, and as a result, it is an asset of the City water utility; and

WHEREAS, the City water utility's Facility Needs Assessment determined that the Property is no longer necessary for the utility; and

WHEREAS, the City conducted an appraisal of the Property, which determined the Property to have a market value of \$2,000; and

WHEREAS, the City has received an offer to buy the Property for the appraised value; and

WHEREAS, Section 7-8-4201, Montana Code Annotated, provides that a city may sell, dispose of, donate or lease any property belonging to the city by resolution approved by two-thirds vote of all members of the council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Missoula, Montana, that the Property described above is approved for sale consistent with the buy-sell agreement attached as Exhibit B, and the Mayor is authorized to execute any documents necessary to effectuate the sale of the Property.

BE IT FURTHER RESOLVED that the proceeds from the sale of the Property shall be deposited in the Water Enterprise Fund to be used by the water utility.

PASSED AND ADOPTED this _____ day of _____, 2021.

ATTEST:

APPROVED:

Martha L. Rehbein
City Clerk

John Engen
Mayor

(SEAL)

Exhibit A – Map of Property Location

Exhibit B – Buy-Sell Agreement



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works
Item: Agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive
Date: February 16, 2021
Sponsor(s): Ross Mollenhauer
Prepared by: Katie Emery
Ward(s) Affected:
 Ward 1 Ward 4
 Ward 2 Ward 5
 Ward 3 Ward 6
 All Wards N/A

Action Required:
Approve an agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive.

Recommended Motion(s):
I move the City Council: Approve and authorize the Mayor to sign an agreement with Aimee Kendrick for the sale of 247 Pattee Creek Drive for a cost of \$180,000.00.

Timeline:
Referral to committee: February 22, 2021
Committee discussion: February 24, 2021
Council action (or sets hearing): March 1, 2021
Public Hearing: N/A
Deadline: N/A

Background and Alternatives Explored:
Missoula Water would like to sell the property at 247 Pattee Creek Drive due to the fact that the utility no longer has a use for this property. Previously the utility used this property for a public water supply well and utility building. Several years ago, the Crestline tanks were identified as in poor shape and were removed. The installation of a pressure relief valve and additional water storage at Hillview allowed the utility to abandon these tanks. As such, the well located at Pattee Creek Drive was no longer necessary. In January of this year, Missoula Water completed the abandonment of the well, capping of the water main that tied to this well, and the removal of the utility building.

Missoula Water worked with Lambros realtors, Annelise Hedahl and Jennifer Barnard, to list this property. These realtors were selected through an RFQ process in November. An appraisal was also performed by Kembel, Kosena & Company, Inc. in September 2020, which declared a market value for this property of \$180,000.00. Aimee Kendrick will be purchasing the property at current market value with an all cash offer. Aimee Kendrick owns the property immediately adjacent to the property being sold.

Missoula Water also reached out to the City’s Department of Community, Planning, Development, and Innovation as to the suitability for affordable housing on this parcel. The answer was that this

property is not well suited for an affordable housing project, due to its size, shape and lack of subsidies.

The attached exhibit shows the size and location of the property.

Financial Implications:

The \$180,000.00 will be allocated back to the Water Enterprise Fund.

Links to external websites:

N/A

BUY-SELL AGREEMENT (Land) (Including Earnest Money Receipt)



This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

1 Date: 02/09/2021
 2 Aimee Kendrick
 3 as joint tenants with rights of survivorship, tenants in common, single in his/her own right, other
 4 _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
 5 following described real property (hereafter the "Property") commonly known as _____
 6 247 Pattee Creek Dr 59801
 7 in the City of Missoula, County of Missoula, Montana, legally described
 8 as:
 9 WILLOWS ADDITION FARVIEW HOMESITES, S33, T13 N, R19 W, BLOCK 1, 12018 SQUARE FEET, REMAINDER OF
 10 LOT 22

11 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
12 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: _____
13 _____

14
15 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
16 are included and shall be transferred by the bill of sale: _____
17 _____

18
19 **PURCHASE PRICE AND TERMS:**
 20 \$ 180,000.00 Purchase Price: One Hundred Eighty Thousand (U.S. Dollars)
 21 \$ 20,000.00 Earnest Money (credited to Buyer at closing)
 22 \$ 160,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
 23 (check one):
 24 All cash at closing (no financing contingency); **OR**
 25 Additional cash down payment at closing in the minimum amount of:
 26 \$ _____ **OR** _____ % of the Purchase Price.
 27 Balance to be financed as indicated below:
 28 Conventional Other Financing Seller Financing Assumption Home Equity
 29 Other _____

30 Proof of funds attached.
31
32
33
34
35
36

37 **CLOSING DATE:** The date of closing shall be (date) 02/18/2021 (the "Closing Date"). The parties may, by
38 mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The
39 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in
40 accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including
41 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
42 more than NA days to accommodate delays attributable solely to such third-party financing.
43

44 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
 45 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
 46 upon recording of the deed or notice of purchaser's interest, **OR**
 47 _____
 48 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),
 49 and Homeowner's Association facilities, if applicable.

[ak] / _____
Buyer's Initials

_____/_____
Seller's Initials

50 **EARNEST MONEY: (check one)**

51 Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced
52 by:

53 Cash or Check.

54 Broker/Salesperson: Shannon Hilliard
55 (name printed) (signature acknowledging receipt of earnest money)
56

57 Buyer agrees to provide earnest money in the amount as set forth herein within 2 days of the date all parties
58 have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust
59 by title company of seller's choice. If Buyer fails to provide earnest money as set forth herein,
60 buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.
61

62 **FINANCING CONDITIONS AND OBLIGATIONS:**

63
64 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
65 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon
66 any contingent source of such funds unless otherwise expressly set forth herein.
67

68 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
69 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
70 completion of a contract for deed by 5:00 pm (Mountain Time) (date) NA
71 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.
72

73 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
74 been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on
75 the date specified for each contingency, the party requesting that contingency has notified the other party or the other
76 party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the
77 other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is
78 terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.
79

80 **FINANCING CONTINGENCY:**

81 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement
82 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this
83 Agreement is terminated and the earnest money will be refunded to the Buyer.
84

85 **APPRAISAL CONTINGENCY:**

86 Property must appraise for at least the Purchase Price OR at least \$ _____. If the
87 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
88 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
89 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
90 _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR

91
92 This Agreement is contingent upon the Property appraising for at least the Purchase Price OR at least
93 \$ _____. Release Date: _____

[ak]

Buyer's Initials

Seller's Initials

94 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
95 satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. Release Date:
96 5 days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.
97

98 Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not
99 object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides
100 Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from
101 receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be
102 satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied
103 Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied,
104 Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires
105 to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said
106 objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall
107 be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.
108

109 **PROPERTY INVESTIGATION:** This offer is contingent upon Buyer's independent investigation of the following
110 conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well
111 depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries,
112 special improvement districts, restrictions affecting use, special building requirements, future assessments,
113 utility hook up and installation costs, environmental hazards, airport affected area, road maintenance
114 obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections
115 undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written
116 consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller
117 from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer
118 does not purchase the Property. Release Date: _____.
119

120 **This offer is contingent upon** _____
121 _____
122 _____
123 _____
124 _____
125 _____ Release Date: _____
126

127 **This offer is contingent upon** _____
128 _____
129 _____
130 _____
131 _____
132 _____ Release Date: _____
133

134 **ADDITIONAL PROVISIONS:** _____
135 _____
136 _____
137 _____
138 _____
139 _____
140 _____
141 _____
142 _____
143 _____
144 _____
145 _____
146 _____
147 _____
148 _____
149 _____

150 ak / _____
151 Buyer's Initials

Seller's Initials

150 **CONVEYANCE:** The Seller shall convey the real property by warranty
151 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by
152 Buyer. The Seller shall convey the personal property by Bill of Sale.

153
154 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
155 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
156 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
157 Property, except: _____

158
159 Filing or transfer fees will be paid by Seller, Buyer, OR split equally between Buyer and Seller.
160 Documents for transfer will be prepared by _____

161
162 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
163 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
164 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
165 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section
166 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

167
168 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of
169 Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and
170 other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands
171 immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and
172 to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a
173 land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including
174 permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water
175 bodies, including vegetation removal.

176
177 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under
178 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or
179 all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property.
180 These mineral rights may be separate from the rights a property owner has for the surface of a property. In some
181 cases, these mineral rights have been transferred to a party other than the property owner and as a result the
182 subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been
183 severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to
184 mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that
185 neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this
186 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that
187 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property
188 have conducted an inspection or analysis of the mineral rights to and for the Property.

189
190 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by Seller
191 Buyer Equally Shared.

192
193 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
194 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
195 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
196 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an
197 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.

198
199 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to
200 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or
201 other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the
202 preliminary title commitment approved by the Buyer.

[AK]

Buyer's Initials

Seller's Initials

203 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein,
204 that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or
205 delivered within 1 days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The
206 parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are
207 consideration for services rendered.

208
209 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
210 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
211 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction
212 to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified
213 intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange,
214 notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and
215 Non-Assignability" section below.

216
217 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement
218 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,
219 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have
220 been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

221
222 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
223 District and association special assessments for the current tax year, as well as prepaid rents, water and sewer
224 system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common
225 maintenance fees, as of the date of closing unless otherwise agreed.

226
227 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
228 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.
229 Seller will remove all personal property not included in this sale prior to closing.

230
231 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties
232 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
233 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
234 owner of property, contact either your local County extension agent or Weed Control Board.

235
236 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
237 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
238 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
239 information concerning registered offenders available to the public. If you desire further information please contact the
240 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers
241 assigned to the area.

242
243 **BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period
244 provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
245 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
246 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:
247 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the
248 rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
249 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
250 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

251
252 **SELLER'S REMEDIES:**
253 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
254 transaction within the time period provided in this Agreement, the Seller may:
255 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
256 under this Agreement shall be terminated; **OR**
257 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
258 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

[ak]

Buyer's Initials

Seller's Initials

259 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
260 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
261 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
262 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
263

264 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax
265 upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually
266 the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is
267 a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to
268 deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal
269 Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the
270 Internal Revenue Code.
271

272 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act
273 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in
274 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the
275 acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised
276 to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.
277

278 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
279 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
280 Agreement, of any and all information reasonably necessary to consummate the transaction described in this
281 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
282 documents concerning this Property or underlying obligations pertaining thereto.
283

284 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
285 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
286 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without
287 personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
288 Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and
289 credit card numbers through email.
290

291 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is
292 assumed by Seller through the time of closing unless otherwise specified.
293

294 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
295

296 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns
297 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's
298 express written consent.
299

300 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
301 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
302 determine just.
303

304 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an
305 integral part of this Agreement.
306

307 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when
308 all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a
309 signature transmitted by fax or other electronic means will be enforceable against any party who executes the
310 Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the
311 transaction contemplated by this document may be conducted by electronic means in accordance with the Montana
312 Uniform Electronic Transaction Act.

[ak]

Buyer's Initials

Seller's Initials

363 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
364 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she
365 has examined the subject real and personal property and represents that Buyer has OR has not physically visited
366 the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon
367 his/her independent investigation and judgments and has read and understood this entire Agreement.
368

369 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
370 forth in the above offer and grant to said Broker/Salesperson until (date) 02/11/2021, at 11 am pm
371 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
372 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
373 has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a
374 copy of this Agreement bearing my/our signature(s).

375 Authenticator
376 Aimee Kendrick Date: 02/09/2021 at 12:22 PM am pm (Mountain Time)
377 Buyer's Signature

378
379 Name Printed: Aimee Kendrick

380
381 Address: _____ State: _____ Zip: _____

382
383 _____ Date: _____ at _____ am pm (Mountain Time)
384 Buyer's Signature

385
386 Name Printed: _____

387
388 Address (if different): _____ State: _____ Zip: _____

389
390 **SELLER'S COMMITMENT:**
391 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
392 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.
393

394 _____ Date: _____ at _____ am pm (Mountain Time)
395 Seller's Signature

396
397 Name Printed: _____

398
399 Address: _____ State: _____ Zip: _____

400
401 _____ Date: _____ at _____ am pm (Mountain Time)
402 Seller's Signature

403
404 Name Printed: _____

405
406 Address (if different): _____ State: _____ Zip: _____

407
408 Modified per the attached Counter Offer:

409
410 _____ / _____ / _____ / _____
411 Seller's Initials Date Seller's Initials Date

412
413 Rejection of this offer by Seller (no counter offer is being made):

414
415 _____ / _____ / _____ / _____
416 Seller's Initials Date Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except
Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

**RELATIONSHIPS/CONSENTS IN REAL ESTATE TRANSACTIONS
(Combined Explanation and Disclosure)**



**THIS IS A RELATIONSHIP DISCLOSURE REQUIRED BY MONTANA LAW.
NEITHER THE EXECUTION OF THIS DOCUMENT NOR ANYTHING CONTAINED IN THIS DOCUMENT SHALL
BE CONSTRUED AS CREATING A BINDING CONTRACT OR OTHER AGREEMENT BETWEEN THE PARTIES.**

1 Date: 02/09/2021
2

3 **Definition of Terms and Description of Duties**

4 A **"Seller Agent"** is obligated to the **Seller** to:

- 5 • act solely in the best interests of the seller, except that a seller agent, after written disclosure to the seller and
- 6 with the seller's written consent, may represent multiple sellers of property or list properties for sale that may
- 7 compete with the seller's property without breaching any obligation to the seller;
- 8 • obey promptly and efficiently all lawful instructions of the seller;
- 9 • disclose all relevant and material information that concerns the real estate transaction and that is known to
- 10 the seller agent and not known or discoverable by the seller unless the information is subject to confidentiality
- 11 arising from a prior or existing agency relationship on the part of the seller agent with a buyer or another seller;
- 12 • safeguard the seller's confidences;
- 13 • exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying with the
- 14 terms established in the listing agreement;
- 15 • fully account to the seller for any funds or property of the seller that comes into the seller agent's possession; and
- 16 • comply with all applicable federal and state laws, rules, and regulations.

17
18 A **"Seller Agent"** is obligated to the **Buyer** to:

- 19 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known to
- 20 the seller agent, except that the seller agent is not required to inspect the property or verify any statements made
- 21 by the seller;
- 22 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 23 information regarding adverse material facts that concern the property;
- 24 • act in good faith with a buyer and a buyer agent; and
- 25 • comply with all applicable federal and state laws, rules, and regulations.

26
27 A **"Buyer Agent"** is obligated to the **Buyer** to:

- 28 • act solely in the best interests of the buyer, except that a buyer agent, after written disclosure to the buyer and
- 29 with the buyer's written consent, may represent multiple buyers interested in buying the same property or
- 30 properties similar to the property in which the buyer is interested or show properties in which the buyer is
- 31 interested to other prospective buyers without breaching any obligation to the buyer;
- 32 • obey promptly and efficiently all lawful instructions of the buyer;
- 33 • disclose all relevant and material information that concerns the real estate transaction and that is known to the
- 34 buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality arising
- 35 from a prior existing agency relationship on the part of the buyer agent with another buyer or a seller;
- 36 • safeguard the buyer's confidences;
- 37 • exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in complying with the terms
- 38 established in the buyer broker agreement;
- 39 • fully account to the buyer for any funds or property of the buyer that comes into the buyer agent's possession; and
- 40 • comply with all applicable federal and state laws, rules and regulations.

41
42 A **"Buyer Agent"** is obligated to the **Seller** to:

- 43 • disclose any adverse material facts that are known to the buyer agent and that concern the ability of the buyer to
- 44 perform on any purchase offer;
- 45 • disclose to the seller or the seller agent when the buyer agent has no personal knowledge of the veracity of
- 46 information regarding adverse material facts that concern the ability of the buyer to perform on any purchase offer;
- 47 • act in good faith with a seller and a seller agent; and
- 48 • comply with all applicable federal and state laws, rules and regulations.

Initial AK

49 **DUAL AGENCY IF A SELLER AGENT IS ALSO REPRESENTING A BUYER OR A BUYER AGENT IS ALSO**
50 **REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY BE**
51 **ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH**
52 **THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING**
53 **EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF**
54 **REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT**
55 **WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.**

56
57 A **"Dual Agent"** is obligated to a seller in the same manner as a seller agent and is obligated to a buyer in the same
58 manner as a buyer agent, except that a dual agent:

- 59 • has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent, regardless
60 of any confidentiality considerations; and
- 61 • may not disclose the following information without the written consent of the person to whom the information is
62 confidential;
 - 63 (i) the fact that the buyer is willing to pay more than the offered purchase price;
 - 64 (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking for the
65 property;
 - 66 (iii) factors motivating either party to buy or sell; and
 - 67 (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

68
69 A **"Statutory Broker"** is not the agent of the buyer or seller but nevertheless is obligated to them to:

- 70 • disclose to:
 - 71 (i) a buyer or a buyer agent any adverse material facts that concern the property and that are known to the
72 statutory broker, except that the statutory broker is not required to inspect the property or verify any
73 statements made by the seller; and
 - 74 (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and that concern
75 the ability of the buyer to perform on any purchase offer;
- 76 • exercise reasonable care, skill, and diligence in putting together a real estate transaction, and
- 77 • comply with all applicable federal and state laws, rules and regulations.

78
79 An **"Adverse material fact"** means a fact that should be recognized by a broker or salesperson as being of enough
80 significance as to affect a person's decision to enter into a contract to buy or sell real property and may be a fact that:

- 81 (i) materially affects the value, affects structural integrity, or presents a documented health risk to occupants of
82 the property; or
- 83 (ii) materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or existing
84 contract.

85 "Adverse material fact" does not include the fact that an occupant of the property has or has had a communicable
86 disease or that the property was the site of a suicide or felony.

87 **Disclosures/Consents**

88 The undersigned Broker/Salesperson hereby discloses the relationship(s) as checked below, and the undersigned
89 Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.

90

91 **Check all the Applicable Relationship(s):**

92

93 **Seller Agent**

94 By checking this box, the undersigned
95 consents to the Broker/Salesperson
96 representing multiple sellers of property that
97 may compete with the Seller's property.

98 Seller consents to Broker/Salesperson
99 potentially acting as a dual agent.

100

101 **Dual Agent**

Statutory Broker

102

103

104

105

106

107

108

109

110

111

112

113

114

Buyer Agent

Buyer consents to the Broker/Salesperson
representing multiple buyers interested in the
same or similar properties in which Buyer is
interested and showing properties in which
Buyer is interested to other prospective buyers.

Buyer does NOT consent to
Broker/Salesperson representing other
buyers in submitting offers which may
compete with Buyer's offer on the SAME
property

Buyer consents to Broker/Salesperson
potentially acting as a dual agent.

Authentisign
Aimee Kendrick / 02/09/2021
 Seller Buyer Date
Aimee Kendrick

Authentisign
Shannon Hilliard / 02/09/2021
Broker/Salesperson Date
Shannon Hilliard

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

BUYER BROKER AGREEMENT – Short Form



1 Date: 02/09/2021

2
3 The Buyer(s), identified below, authorize Shannon Hilliard
4 (hereafter the "Broker/Salesperson") of Ink Realty Group (company)
5 to act as their Broker/Salesperson to locate real estate of the type and on the terms and conditions described
6 below. Buyer(s) shall not be obligated to directly compensate the undersigned Broker/Salesperson for their efforts
7 on behalf of the Buyer(s). Buyer(s) consent to the Broker/Salesperson receipt of compensation from a cooperating
8 Broker or Seller. In this regard, the Broker/Salesperson is only retained to locate properties on which an offer of
9 compensation to them from a cooperating Broker or Seller exists.

10
11 The Civil Rights and Fair Housing Laws of the United States and Montana prohibit housing discrimination on the
12 basis of race, religion, sex, national origin, color, handicap, familial status, marital status, age and creed.

13
14 Buyer(s) acknowledges that a seller is not obligated to treat the existence, terms or conditions of an offer which
15 may be presented by Buyer(s) as confidential.

16
17 This Agreement is non-exclusive, Buyer(s) is free to work with other Brokers and/or Salespersons in locating
18 real estate, and it may be terminated at will of either party, without cause.

19 **OR**
20 This Agreement is exclusive, Buyer(s) will work only with Broker/Salesperson, and this Agreement shall
21 terminate on 03/09/2021.

22
23 Buyer(s) hereby affirms that Buyer(s) is not a party to a current, valid exclusive agreement to provide the same
24 type of real estate services as set forth in this Agreement.

25
26 Buyer(s) is aware that Broker has not and will not conduct an expert inspection or analysis of any property or its
27 condition and makes no representations to Buyer(s) as to the condition of any property that Buyer(s) may be
28 interested in purchasing or leasing. Moreover, Buyer(s) understands and acknowledges that Broker does not and
29 cannot assure that any house and/or buildings will be satisfactory to Buyer(s) in all respects, that all equipment will
30 operate properly or that any property and/or improvements thereon that Buyer(s) is considering purchasing or
31 leasing comply with the current building and zoning codes.

32
33 Buyer(s) understands that Broker IS NOT a building inspector, building contractor, structural engineer, electrician,
34 plumber, sanitarian, septic or cesspool expert, well driller or well expert, land surveyor, civil engineer, flood plain or
35 water drainage expert, roofing contractor or roofing expert, accountant, attorney, title examiner or expert in
36 identifying hazardous waste and/or toxic materials. Buyer(s) understands that it is Buyer(s)' responsibility to be
37 informed and to be certain that any property is satisfactory to Buyer(s) in every respect. Buyer(s) is strongly
38 encouraged to obtain professional inspections of any property that Buyer(s) may be interested in purchasing or
39 leasing to provide Buyer(s) an in-depth, unbiased evaluation of any such property.

40
41 The type of real property and the terms and conditions are generally set out as follows:
42 Size: _____
43 Location: _____
44 Price: _____
45 Other Terms and/or Conditions: _____
46 Special Requirements: _____
47 _____
48 _____

49 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
50 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the
51 criminal. The emails may look legitimate but they are not. Buyer(s) and Seller(s) are advised **NOT** to wire any funds
52 without personally speaking with the intended recipient of the wire to confirm the routing number and the account
53 number. Buyer(s) and Seller(s) should **NOT** send personal information such as social security numbers, bank
54 account numbers and credit card numbers through email.

55
56 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic
57 means in accordance with the Montana Uniform Electronic Transaction Act.

58	<small>Authentisign</small> <u>Aimee Kendrick</u>	02/09/2021	<small>Authentisign</small> <u>Shannon Hilliard</u>	02/09/2021
59	Buyer's Signature	Date	Broker's/Salesperson's Signature	Date
60	Aimee Kendrick		Shannon Hilliard	
61				
62	Buyer's Signature	Date	Broker's/Salesperson's Signature	Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.



**APPENDIX L - LAND
Equal Service Report**

DATE: 02/09/2021

CLIENT NAME: ~~Tory Kendrick~~ Aimee Kendrick

ak
INITIAL INITIAL

I/WE RECEIVED THE "EQUAL OPPORTUNITY HOUSING BROCHURE".

ak
INITIAL INITIAL

I/WE HAVE REVIEWED THE MLS LISTING AND/OR THE PROPERTY PROFILE ON THIS PROPERTY.

ak
INITIAL INITIAL

OUR AGENT RECOMMENDED WE OBTAIN AN INDEPENDENT FEASIBILITY STUDY FOR THE INTENDED LAND USE.

ak
INITIAL INITIAL

IF WIRE TRANSFERS ARE USED, I/WE WILL ALWAYS RE-VERIFY WIRE INFORMATION OBTAINED VIA EMAIL.

BUYER SIGNATURE:  **DATE:** 02/09/2021
2/9/2021 12:23:09 PM MST

BUYER SIGNATURE: _____ **DATE:** _____

An Appraisal Report

of

**247 Pattee Creek Drive
Missoula, Missoula County, MT 59801**

for

**Mr. Dennis Bowman, Deputy Public Works Director - Utilities
City of Missoula
P.O Box 5388
Missoula, MT 59806**

as of

**August 19, 2020 (Date of Observation)
September 4, 2020 (Date of Report)**

by

**Megan L. Garland and Kraig P. Kosena, MAI
Kembel, Kosena & Company, Inc.
West Spruce Commons, 432 West Spruce Street, Suite 101
P.O. Box 16653
Missoula, MT 59808-6653**

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ADDENDA:

- Subject Property General Area Map
- Subject Property Location and Neighborhood Map
- Subject Property Aerial Photograph (Google Earth)
- Subject Property Photographs
- Appraisers' Qualifications and Licenses Appraiser
- Insurance Certificate

INTRODUCTION

KEMBEL, KOSENA & COMPANY, INC.

REAL ESTATE APPRAISERS & CONSULTANTS

September 4, 2020

Mr. Dennis Bowman, Deputy Public Works Director - Utilities
City of Missoula
P.O. Box 5388
Missoula, MT 59806

Re: The appraisal of the property located at 247 Pattee Creek Drive, Missoula,
Missoula County, Montana.

Dear Dennis:

In accordance with your request for an appraisal report setting forth the **market value** of the property under study, we are submitting the following report containing 54 pages.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. We particularly call your attention to the following extraordinary assumptions and hypothetical conditions:

extraordinary assumptions: this appraisal employs no extraordinary assumptions; and

hypothetical conditions: this appraisal employs no hypothetical conditions.

Based on the information gathered, the property under study is described legally on page 14 of this report.

The property rights appraised are the unencumbered fee simple estate. We assume no responsibility for the marketability of the title.

Mr. Dennis Bowman

September 4, 2020

To the best of our knowledge, this report is in conformance with the 2020-2021 Edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* which is effective through December 31, 2021.

An environmental assessment of the property has not been provided and it is assumed there are no environmental concerns related to the subject property. We are not qualified to detect hazardous materials or toxic waste. Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace which may or may not affect the value.

By reason of our investigations, studies, and analyses, an opinion has been formed that the **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

One Hundred Eighty Thousand Dollars

(\$180,000)

Your attention is invited to the data and discussions that follow and which are the foundations of this conclusion. The information that is retained in our office files, which was used in conjunction with this appraisal report, can be provided to you for an additional fee.

I, the undersigned project appraiser, Kraig P. Kosena, hold the MAI designation and am current in the Continuing Education Program of the Appraisal Institute. My member number is 10,933.

We, Kraig P. Kosena and Megan L. Garland, are licensed by the State of Montana as Certified General Real Estate Appraisers. Our license numbers are 225 and 9314, respectively, and expire March 31, 2021. Our licenses have never been suspended, revoked, canceled, or restricted.

Mr. Dennis Bowman

September 4, 2020

We appreciate the opportunity to be of service to you. Please contact us if you have any questions or if we can be of further service.

Respectfully submitted,
Kembel, Kosena & Company, Inc.

A handwritten signature in black ink, appearing to read "Megan Garland", with a long horizontal flourish extending to the right.

Megan L. Garland, Candidate for Designation
REA-RAG-LIC-9314

A handwritten signature in black ink, appearing to read "Kraig P. Kosena", with a long horizontal flourish extending to the right.

Kraig P. Kosena, MAI
REA-RAG-LIC-225

Summary of Salient Facts and Conclusions

Record Owner	:	City of Missoula.
Location of Property	:	247 Pattee Creek Drive, Missoula, Missoula County, Montana.
Property Rights Appraised	:	Unencumbered fee simple estate.
Historical Use	:	Vacant.
Present Use	:	Vacant.
Highest and Best Use	:	
As Though Vacant	:	Residential development in conformance with existing developments and zoning.
As Improved	:	Not applicable.
Date of Value	:	August 19, 2020.
Date(s) of Observation	:	August 19, 2020.
Date of Report	:	September 4, 2020.
Exposure Time	:	The estimated reasonable exposure time of the subject property is approximately six months to one year.
Marketing Time	:	In excess of exposure time estimate – greater than one year.
Site	:	Per the State of Montana Department of Revenue (DOR), the site totals ± 12,018 sf. The property fronts Pattee Creek Drive to the north and Park Street to the west. The adjacent properties to the east and south are private

Topography is level and at grade with adjacent streets and developments.

The property is zoned R5.4 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is located in the 0.2% Annual Chance Flood Hazard Zone.

Site Improvements : The site is improved with perimeter fencing. At the direction of the client, any value associated with the site improvements is beyond the scope of this appraisal.

Structural Improvements : The site is improved with two pump houses. As was the case with the existing site improvements, any value associated with the structural improvements is beyond the scope of this appraisal.

Market Value by the Sales Comparison Approach - \$180,000.

Final Indication of Market Value - \$180,000.

Assumptions and Limiting Conditions

This is to certify that we, in submitting these statements and opinions of value, acted in accordance with and was bound by the following principles, limiting conditions, and assumptions:

- This is an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of *USPAP*. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinions of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. We are not responsible for the unauthorized use of this report.
- No responsibility is assumed for matters that are legal in nature nor is any opinion rendered on title of lands appraised.
- Unless otherwise noted, the property has been appraised as though free and clear of all encumbrances.
- All maps, areas, and other data furnished to us have been assumed to be correct. We have not made, or commissioned, a survey of the property.
- Neither the employment to make this appraisal nor the compensation is contingent upon the amount of valuation reported.
- We have made a personal observation of the property that is the subject matter of this report.
- To the best of our knowledge and belief, the statements of fact contained in this appraisal report upon which the analysis, opinions, and conclusions expressed herein are based are true and correct. Furthermore, no important facts have knowingly been withheld or overlooked.

- There shall be no obligation to give testimony or attendance in court by reason of this appraisal with reference to the property in question unless arrangements have been made previously.
- This appraisal report has been made in conformity with and is subject to the requirements of the *Code of Professional Ethics and Standards of Professional Conduct* of the Appraisal Institute and conforms to the *USPAP* adopted by the Appraisal Standards Board of the Appraisal Foundation.
- Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute.
- The liability of the appraisal firm of Kembel, Kosena & Company, Inc. and its employees are limited to the client and to the fee collected. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. We assume no responsibility for any cost incurred to discover or correct any deficiencies of any type present in the property: physically, financially, or legally.
- We have inspected as far as possible, by observation, the lands. However, it was not possible to personally observe conditions beneath the soil. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
- It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management: neither inefficient nor super-efficient.
- Unless otherwise stated in this report, we have no knowledge concerning the presence or absence of toxic materials on the subject site. If such are present the value of the property may be adversely affected and re-

appraisal at additional cost maybe necessary to estimate the effects of such.

- The appraisal is based on the premise that, there is full compliance with all applicable federal, state, and local environmental regulations, and laws unless otherwise stated in the report. Further, that all applicable zoning, building, building codes, use regulations, and restrictions of all types have been complied-with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

Neither all nor any part of the contents of this report (especially the conclusion as to the value, our identity, or the firm with which we are connected) or any reference to the MAI designation and/or the Appraisal Institute shall be disseminated to the public through advertising media, sales media, news media, public relations media, or any other public means of communication without our prior written consent and approval.

Privacy Notice

Pursuant to the *Gramm-Leach-Bliley Act of 1999*, effective July 1, 2001, appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic information. As professionals, we understand that privacy is very important and are pleased to provide this information.

Types of Nonpublic Personal Information We Collect:

In the course of performing appraisals, we may collect what is known as “nonpublic personal information.” This information is used to facilitate the services that we provide and may include the information provided to us.

Parties to Whom We Disclose Information:

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to non-affiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third-party consultants who need to know that information to assist us in providing appraisal services. All of our employees and any third-party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action.

Confidentiality and Security:

We will retain records relating to professional services that we have provided for a reasonable time so that we are better able to assist you. In order to protect nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic, and procedural safeguards that comply with our professional standards to ensure the security and integrity of information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide.

DESCRIPTION, ANALYSIS, AND CONCLUSION

Record Owner and Brief Property History

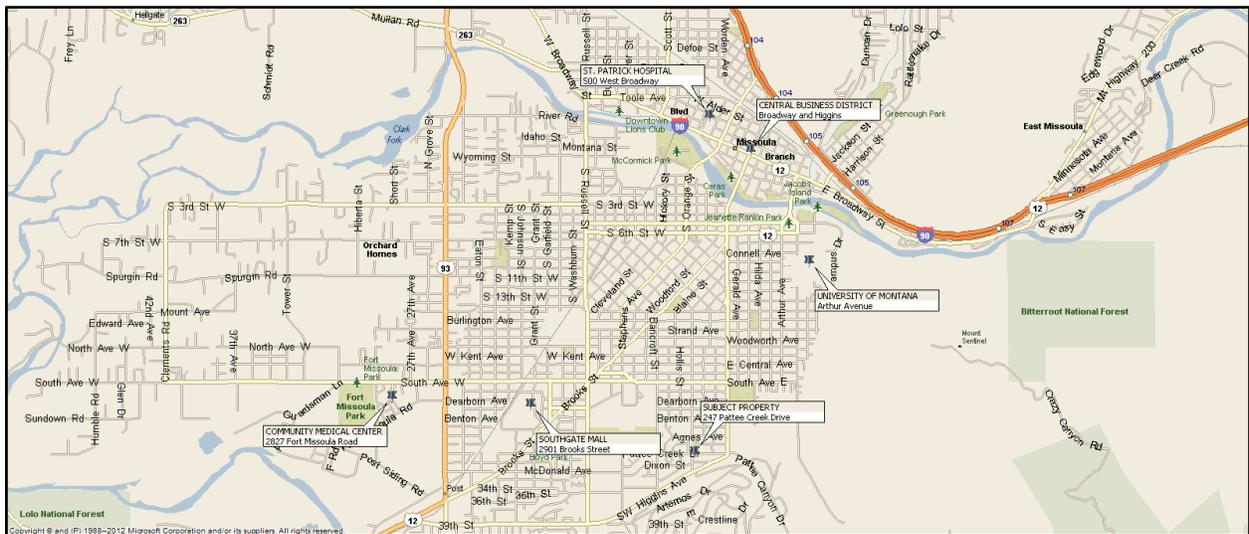
According to the Missoula County Clerk and Recorder's Office, the subject property is owned by the City of Missoula and has been for many years.

Regarding the history of the property, to the best of our knowledge the site has functioned as a pump station for many years.

Location of the Property

The subject property is located in the central portion of the City of Missoula. More specifically, the actual subject property street address is 247 Pattee Creek Drive, Missoula, Missoula County, Montana. The zip code is 59801.

A map showing the general location of the property relative to Missoula follows.



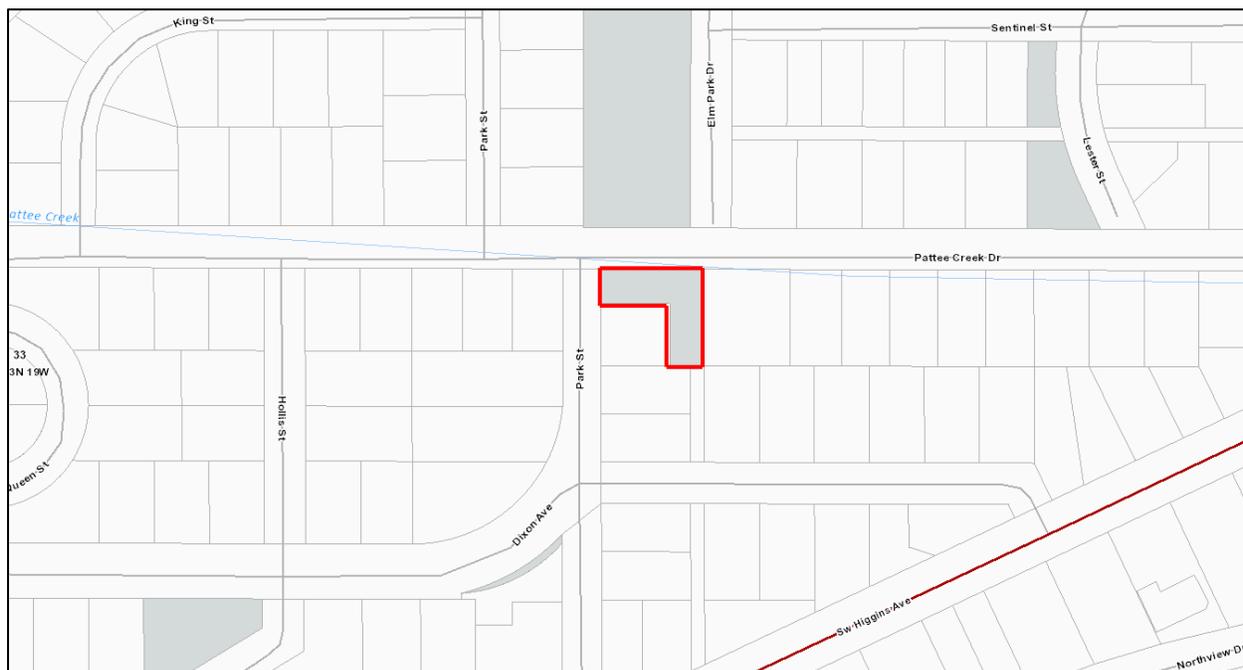
SUBJECT PROPERTY GENERAL AREA MAP

The location of the subject property is illustrated by a Subject Property General Area Map, a Subject Property Location and Neighborhood Map, and a Subject Property Aerial Photograph (Google Earth) in the Addenda of this report.

Legal Description

Based on the information available, the legal description of the site is as follows:
Willow Addition, Block 1, Lot 22, excepting that portion conveyed by deed
recorded in Book 243, Page 387.

A subject property site map follows as obtained from the State of Montana Cadastral
website:



SUBJECT PROPERTY SITE MAP

Definition of an Appraisal

As recognized by the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*, the following definition of an appraisal is hereby presented to aid the reader in understanding exactly what is meant by the term:

Appraisal: The act or process of developing an opinion of value.

Intended User of the Appraisal Report

The intended users of this product are our client, the City of Missoula.

Intended Use of the Appraisal Report

The intended use of this appraisal report is to assist our client in establishing the **market value** of the subject property to be used in conjunction with a potential sale of the property.

Scope of the Appraisal

General Information: The client in this assignment is the City of Missoula and our point of contact is Mr. Dennis Bowman, Deputy Public Works Director – Utilities, City of Missoula.

Regardless of who pays for this appraisal, the intended user is the client(s) only. This appraisal may not be appropriate for other users. Therefore, this appraisal may not be used for relied on by anyone other than the stated intended user(s), regardless of the means of possession of this report, without our express written consent. We, the firm of Kembel, Kosena & Company, Inc., and related parties assume no obligation, liability, or accountability to any third party without such written consent.

We have diagnosed the intended user(s) problem and have generated the following primary appraiser information as a means of assisting in its solution: an opinion of **market value** of the unencumbered fee simple estate, the related exposure time, and the highest and best use.

The property was identified by the client providing the name of the property owner and the general location of the site. This information was used to access the DOR property record card (PRC).

The opinion of **market value** is as of the most recent date of observation, August 19, 2020.

The property rights appraised are the unencumbered fee simple estate.

This appraisal is intended to conform to the supplemental standards associated with an “appraisal” as defined by the Federal Banking Regulatory Agencies.

By direction of the client, we are considering the subject property to be vacant land, as such, the sales comparison approach is considered most relevant and, therefore, the only approach we fully developed in this appraisal assignment.

Within the sales comparison approach, an overall dollars per square foot (\$/sf) technique was developed for the property.

We are competent in terms of training and experience in the type of property and market area that is the subject of this appraisal, the analytical methods used, and the use(s) of the appraisal.

Much of the scope of work is discussed throughout the report (limiting conditions, general assumptions, final reconciliation, etc.).

This appraisal is intended to comply with *USPAP*, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and local State laws.

For appraisal purposes, an extraordinary assumption is defined in *USPAP* as follows:

Extraordinary Assumption: An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

This appraisal employs no extraordinary assumptions.

Per the same source, a hypothetical condition is defined as:

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purposes of analysis.

Similarly, no hypothetical conditions were considered in this appraisal assignment.

Subject Property Data Gathering: The subject property's data was obtained from research, interviews, an on-site property observation, and from plans and specifications

(when available).

The DOR PRC was obtained directly from the DOR and the most recent transferring document was obtained from the Missoula County Clerk and Recorder's Office. The zoning was checked from a map published by the City of Missoula Office of Development Services which is reportedly kept current. The flood zone information was also checked through the City of Missoula Office of Development Services. The local multiple listing service (MLS) was searched for previous sales and listings of the subject property.

An on-site observation was conducted on August 19, 2020.

In conjunction with this appraisal, we did drive through the neighborhood noting types of properties, their ages and conditions.

The secondhand information was verified depending on the perceived credibility of the initial source. In most cases, the initial source was considered to be credible and reliable.

Market Data Gathering: The data was located through a search of the local MLS and a network of professional associates including real estate agents and brokers and other real estate appraisers. Generally speaking, the data researched is current within the past five years.

The sales price, date of sale, and days on market information were found either on the MLS sheet or through the interview process. Recording documents show buyer and seller information as well as date of sale. As a non-disclosure state, actual sales price information is not available through either the State of Montana or local counties. PRCs, the local MLS system, and office files were checked for the previous sales of the comparable sale properties.

The physical characteristics were gathered from the local MLS system, the PRC, as well as from a visual observation taken from curbside of each comparable used in conjunction with this appraisal. In some cases, office files are referenced if this firm has previously appraised one of the properties being considered as a comparable in this report.

Most all of the secondhand data was corroborated from at least two sources. Transfer documents, PRCs, and the local MLS were used to check completeness and consistency.

Analysis: The valuation approach which was considered herein includes just the sales comparison approach.

Sales Comparison Approach: Within the sales comparison approach, sales of similar (to varying degrees given the size and location of the subject property and the limitations of the small market) properties were researched. The sales comparison analysis was based on local data and the unit of comparison that we considered was the overall dollars per square foot (\$/sf). Other units of measure that are sometimes considered for land valuation are dollars per acre (\$/acre), typically used for larger and more rural tracts, and dollars per front foot (\$/ff), typically used for waterfront parcels, etc.

The results of our research efforts culminated in four closed sales that were considered to be reasonable comparables and which were felt to result in a reliable indicator of current **market value**. Other sales were considered in the analysis but were removed from direct consideration for various reasons.

The sale properties were analyzed and compared to the subject property, differences recognized, and adjustments made (to the extent that the available data will allow). Overall, the indication of current **market value** by this approach was felt to be reasonable and reasonably well supported by the data available.

Purpose of the Appraisal and Definition of Market Value

The purpose of this appraisal is to estimate the **market value** of the subject property. **Market value**, as defined by the Appraisal Standards Board of The Appraisal Foundation for the purposes of the *USPAP* and used in this report, is:

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 and knowledgeably, and assuming the price is not affected by undue stimulus.

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

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States 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.

Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.

Date of Valuation

The estimate of **market value** is as of the most recent date of observation, August 19, 2020.

Exposure Time

Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows in the 6th Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute:

Exposure Time: 1. the time a property remains on the market; and 2. the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at **market**

value on the effective date of the appraisal.

The typical method of estimating exposure times is to investigate exposure times of comparable sales. The logic being that if the sales are current and comparable, the exposure time expectation for the subject property should be within the range indicated by the comparable sales, if the subject property was made available for sale and priced reasonably and competitively.

In this case, in an effort to estimate a reasonable exposure time for the subject property, we have relied mainly on the reported exposure times of the sales presented for consideration in the sales comparison approach. Based mainly on this data as well as significant anecdotal information including numerous real estate agent and broker interviews, we have concluded that a reasonable exposure time for the subject property would be approximately six months to one year assuming that the property would be actively marketed at a reasonable and competitive price.

Marketing Time

Unlike exposure time, the marketing time estimate is prospective in nature. Marketing time is defined as:

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded **market value** level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

This definition is also per the 6th Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute.

Given the date of this report, September 4, 2020, and the current worldwide health and economic crisis as a result the COVID-19 virus, it seems reasonable to expect that a marketing time in excess of the estimated exposure time would be reasonable, i.e., more than one year.

Property Rights Appraised

The property rights being appraised are the unencumbered fee simple estate.

According to the 6th Edition of the Appraisal Institute's *The Dictionary of Real Estate Appraisal*:

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

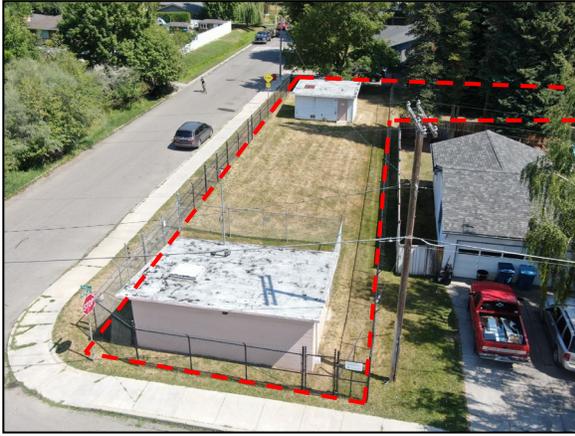
No responsibility for the marketability of the title of the subject property in this report is assumed.

Regional, City, and Neighborhood Data and Analysis

This section of the report has been intentionally omitted due to the summary nature of this report as well as the client's familiarity with the region, city, and neighborhood.

Property Description

The following description of the subject property is based on our research of the records of the State of Montana and Missoula County as well as a thorough property observation. Again, due to the summary nature of this report and the maps and photographs included in the Addenda of this report as exhibit items, this narrative discussion of the property is admittedly and intentionally brief.



Site:

Per the DOR, the site totals \pm 12,018 sf.

The property fronts Pattee Creek Drive to the north and Park Street to the west. The adjacent properties to the east and south are private

Topography is level and at grade with

adjacent streets and developments.

The property is zoned R5.4 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is located in the 0.2% Annual Chance Flood Hazard Zone. The flood hazard area map which pertains to the subject property, Panel No. 30063C1460E.

For the purposes of this report, the soils have not been independently studied nor do we make any representation as to their suitability. However, based on existing developments in the area, it appears that the soils in the area offer adequate load-bearing qualities for most types of development. There do not appear to be any drainage problems associated with the site.

On the issue of soil degradation, an Environmental Site Assessment Report has not been performed. **It is assumed there are no environmental concerns related to the subject. We are not qualified to detect hazardous materials or toxic waste.** Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace, which may or may not affect the value. For more specific environmental site information, it is recommended that, at a minimum, a phase one audit be completed by a qualified soils engineer.

Site Improvements:

The site is improved with perimeter fencing. At the direction of the client, any value associated with the site improvements is beyond the scope of this appraisal.

Structural Improvements:

The site is improved with two pump houses. As was the case with the existing site improvements, any value associated with the structural improvements is beyond the scope of this appraisal.

Taxes and Assessments

The following tabulation details the parcel number, assessed value, and current property taxes for the subject property.

TABULATION OF SUBJECT PROPERTY TAXES AND ASSESSMENTS				
PARCEL NO.	GEO CODE	LAND AREA (SF)	ASSESSED VALUE	2019 PROPERTY TAXES
5830561	04-2200-33-4-21-01	12,018	\$121,325	\$1,013.25

Complete copies of the DOR records and the Missoula County 2019 real property tax bill is retained in our office work file.

Worth noting, the aforementioned property taxes include various other properties owned by the City of Missoula.

Highest and Best Use

The following definition of highest and best use is taken from the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*:

Highest and Best Use: The reasonably probable and legal use of vacant land or an unimproved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

Implied in this definition is the recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (**market value**), another appropriate term to reflect highest and best use would be most "probable use." In the context of investment value, an alternative term would be most "profitable use."

As Though Vacant:

In considering the highest and best use of the subject property, as though vacant and available to be developed to its highest and best use, we gave consideration to any and all uses to which the property is capable of being adapted, or developed, if vacant and unimproved.

The five categories of use recognized are residential, commercial, industrial, agricultural, and special-purpose.

The residential classification typically includes single family residences, duplexes, and four-plexes.

Commercial developments generally include such things as office buildings, retail centers, restaurants, hotels, motels, and multi-family housing developments.

The industrial classification includes such uses as manufacturing parks, warehouses, etc.

Agricultural land uses include cropland, pastureland, timberland, and orchards.

The special-purpose use refers to properties with unique design, or construction, which restricts their utility to the intended use for which they were built and generally includes such things as schools, churches, parks, museums, airports, etc.

Consideration must be given to these uses, recognizing the limitations imposed by the four generally-accepted criteria for highest and best use. These are physically possible, legally permissible, financially feasible, and maximally productive.

To elaborate on these, physically possible recognizes such factors as size, shape, area, terrain, and utilities available.

Legally permissible involves restrictions such as homeowners associations, zoning regulations, building codes, historic district controls, and environmental regulations.

Financially feasible relates to all uses that are expected to produce a positive return.

Maximally productive relates to those uses which satisfy the other three criteria and produce the highest price or value consistent with the return expected by investors in the area.

Legally Permissible: This criterion relates to zoning designations or other governmental restrictions for the site, but also recognizes any declaration of covenants, conditions, or restrictions. Conservation easements would be included here as legally limiting the potential development of a property.

Currently, the subject property is zoned R5.4 Residential District. As the name implies, this zoning district allows mainly for residential uses.

To the best of our knowledge, there are no other legal considerations that would limit the potential of the sites, i.e., covenants, deed restrictions, easements (including conservation easements), etc.

Physically Possible: The physical features of a site which may affect the potential use(s) include, but are not limited to, location, frontage, size, shape, access, availability of utilities, easements, soils and subsoils, topography, and designated flood hazard considerations.

The subject property involves a land area of ± 12,018 sf located in the central portion of the City of Missoula. Land uses in the immediate area are mostly residential.

Overall, the property is felt to have good physical attributes for many, but not all, types of development. Those uses that are felt to be culled out at this point include potential developments with large land requirements, i.e., agricultural.

Financially Feasible and Maximally Productive: Financial feasibility relates to the investment in the land producing a positive return to the investor, or developer. A positive return to the investment suggests a financially feasible use of the property. This may be a cash return or a return as measured by the utility of the land to the owner.

The highest, or maximum, return on the investment indicates the maximum productivity of the property. This factor is more difficult to measure, as different investors may have differing return requirements. In the case of vacant land, this may be measured by the highest price the land will bring when exposed to the open market.

Conclusion: Recognizing the subject's site size, the location, the topography, the current local and national economy, and especially the demand for property in the area, it is our opinion that the highest and best use of the property, as if vacant, would be for a residential development.

As Improved:

Recognizing that the subject property involves vacant land, this subsection of highest and best use is not applicable.

Property Valuation

The appraisal process is a systematic process in which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value.

There are three traditional, or generally-accepted, techniques used in estimating the **market value** of real property. These are generally referred to as the cost approach, the sales comparison approach, and the income capitalization approach.

The cost approach is an estimation of the value of the land, as if vacant and available to be developed to its highest and best use, by market comparisons to which the depreciated, or contributory, value of the improvements is added.

The sales comparison approach is a technique that produces an indication of value by a direct comparison of similar property types that have recently sold, to the subject property; appropriate adjustments for differences are made when and where necessary.

The income capitalization approach produces a value indication by capitalizing the net income, or earning power, of the property by a rate reflected by market transactions or behaviors.

The three approaches to value do not necessarily apply to all types of property. A decision must be made whether a particular approach is applicable in each instance. The key to this decision is whether or not the approach is practical as a yardstick of market performance, or merely a theoretical application. These observations are particularly pertinent in the appraisal of properties in transition to a higher and better use, as well as special use properties where value-in-use is more applicable than **market value**.

In this case, recognizing the type of property under consideration in this appraisal assignment, we have concluded that just the sales comparison approach is pertinent to the process.

Sales Comparison Approach

According to the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing similar properties that have been recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

Inherent to the sales comparison approach is the principle of substitution. According to the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

Principle of Substitution: The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Before getting into the actual valuation analysis, we first want to point out that it is our experience that, in our small market, a bracketing technique works well. Contemporary appraisal texts have begun to recognize bracketing as a valuation technique. Overall, we are of the opinion that the bracketing technique recognizes the imperfect data found in the marketplace. The 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate* defines bracketing as:

Bracketing: A process in which an appraiser determines a probable range of values for a property by applying qualitative techniques of comparative analysis to a group of comparable sales. The array of comparables may be divided into three groups - those superior to the subject, those similar to the subject, and those inferior to the subject. The adjusted sale prices reflected by the sales requiring downward adjustment and those requiring upward adjustment refine the

probable range of values for the subject and identify a value bracket in which the final value opinion will fall.

Because of the many variables involved in comparing sale properties to the subject property, the importance of the appraiser's judgment and opinion becomes obvious. In other words, the sales themselves do not alone directly indicate a value for the subject property, but these sales, once totally analyzed and correlated with experience and judgment, do help us appraisers in our final value estimate.

Last Sale of the Subject Property:

At this juncture, before discussing the comparisons and analyses of the improved sales, we typically first discuss and analyze the most recent sale of the subject property. In this case, the subject property has been in the current ownership for many years.

Site Valuation:

Land sales with similar amenities located within the immediate neighborhood of the subject property allow for the best comparison and value conclusion. In comparison to the subject property, factors considered include property rights, terms of the sale, location, size, frontage, shape, zoning, topography, etc.

The unit of comparison used in this analysis is based upon a \$/sf. To determine this indication, the sales price (or estimated contributory value of the land) is divided by the total size of the land (in square feet).

$$\frac{\text{confirmed sales price}}{\text{size in square feet}} = \text{\$/sf indication}$$

Regarding the sales themselves and the adjustment process, it has been our experience that all sales differ somewhat from one another. To the extent possible, the differences should be recognized and adjusted for based on the data available. However, in the market it is often difficult, and sometimes impossible, to accurately isolate a given factor. In short, one very seldom finds sale properties which are identical in all respects but one, and thus is able to prove conclusively the value, or lack of, for any one factor due to a difference in sale price. Often, there are positive and

negative factors which offset each other. Nevertheless, the differences in values are real and an attempt, based on as much fact as can be found, will be made to determine the value of these factors. Then, the appraiser may call upon his/her experience to make more subjective judgments. The following generalities are cited to acquaint the reader with a background for our reasoning and judgment to follow:

- ❖ value increases per unit of comparison as the size of the parcel decreases;
- ❖ value tends to decrease as distance from an urban center increases (an exception to this generalization might be certain recreational properties);
- ❖ value tends to decrease as the topography becomes steeper, more rocky, more barren, more arid, etc.;
- ❖ value tends to decrease as access becomes more difficult;
- ❖ value tends to increase with amenities such as creek or lake frontage, or a good view; and
- ❖ value tends to increase when zoning allows greater density and/or a more optimum use of the land.

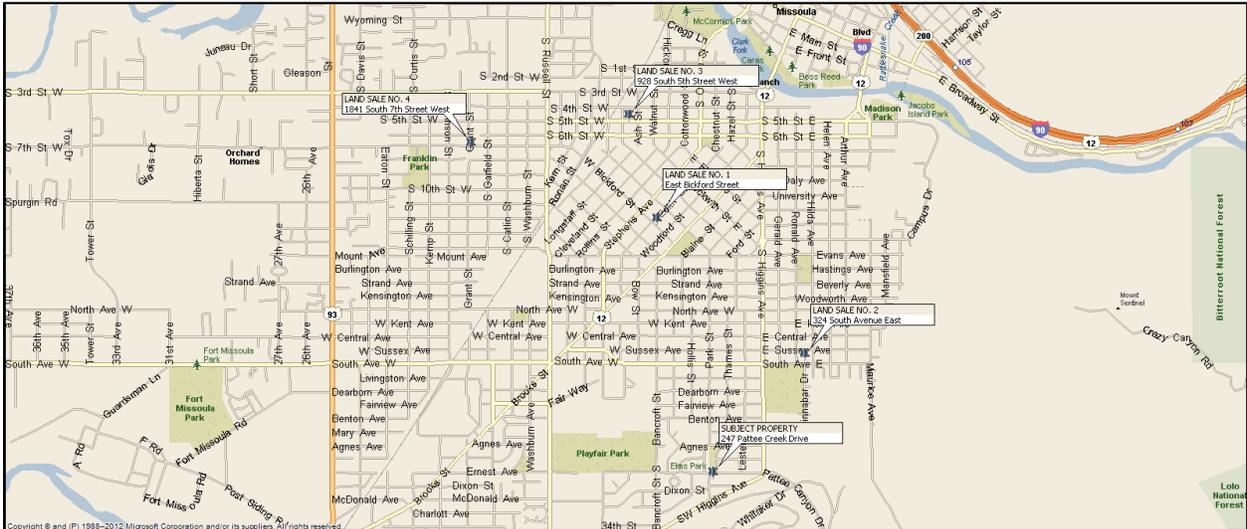
Obviously, the inverse may be said of each of these statements.

Following is a tabulation of land sales used in estimating a value for the site. As can be seen, the sales are arranged chronologically on the tabulation with the most recent closed sale being Land Sale No. 1. For the sake of comparison, the pertinent subject property information is included in the tabulation and is identified by **bold** and *italic* text.

TABULATION OF LAND SALES								
SALE NO.	LOCATION	GRANTOR GRANTEE	RECORDING DATA	SALE DATE	SALE PRICE	LAND AREA	ZONING	\$/SF
<i>SP</i>	<i>247 Pattee Creek Dr.</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>NA</i>	<i>12,018</i>	<i>R5.4</i>	<i>NA</i>
LS 1.	NHN E. Bickford St.	Keleher Kustanovich	202016395 WD	8/20	\$129,900	3,900	RT2.7	\$33.31
LS 2.	324 South Ave. E.	Zimmerman Fertaly	202012397 WD	6/20	\$145,000	6,253	R5.4	\$23.19
LS 3.	928 S. 5 th St. W.	Buelow BS Rentals	201919392 WD	11/19	\$110,000	6,490	RM1-45	\$16.95
LS 4.	1841 S. 7 th St. W.	Daniels Palazzo	201904954 WD	4/19	\$202,900	15,080	RM1-45	\$13.45
LOW INDICATOR					\$110,000	3,900	NA	\$13.45
HIGH INDICATOR					\$202,900	15,080	NA	\$33.31
MATHEMATICAL MEAN					\$146,950	7,931	NA	\$21.73
MATHEMATICAL MEDIAN					\$137,450	6,372	NA	\$20.07

On an overall \$/sf basis, the lowest sale indication was ± \$13.45/sf and at the other end of the spectrum, the highest sale indication from the data set is ± \$33.31/sf. The unadjusted mean and median sale indications from the data set are ± \$21.73/sf and ± \$20.07/sf, respectively. The standard deviation of the land sale data site is ± \$8.71/sf while the coefficient of variation is ± 40.1%.

The location of the subject property as well as each of the land sales presented in the data set is presented on the following Land Sales Location Map.



LAND SALES LOCATION MAP

The following are brief comments regarding each of the land sales presented.



Land Sale No. 1: This land sale took place during August of 2020 and involved a vacant site located along the north side of Bickford Street.

The sale property involved ± 3,900 sf of vacant land that was also zoned RT2.7.

The property sold for \$129,900 which

indicates ± **\$33.31/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 202016395, a copy of which was reviewed for appraisal purposes and is retained in our office work file.



Land Sale No. 2: This land sale took place during June of 2020 and involved a vacant site located at 324 South Avenue East.

The sale property involved $\pm 6,253$ sf of vacant land that was zoned R5.4.

The property sold for \$145,000 which indicates \pm **\$23.19/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 202012397, a copy of which was reviewed for appraisal purposes and is retained in our office work file.



Land Sale No. 3: This land sale took place during November of 2019 and involved a site located at 928 South 5th Street West.

The sale property involved $\pm 6,490$ sf of land that was zoned RM1-45. At the time of the sale the site was improved with an older single family residence which had been condemned and contributed no overall value

to the sale.

The property sold for \$110,000 which indicates \pm **\$16.95/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201919392, a copy of which was reviewed for appraisal purposes and is retained in our office work file.



Land Sale No. 4: This land sale took place during April of 2019 and involved a property located at 1841 South 7th Street West.

The sale property involved \pm 15,080 sf of vacant land that was zoned RM1-45. All utilities are available and to the site.

The property sold for \$202,900 which indicates \pm **\$13.45/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201904954, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

Correlation and Conclusion of Sales Comparison Approach:

Having identified and analyzed what we feel are the best sales in the local market for the purposes of this analysis, we must now reconcile the data into an indication of value for the subject property.

Once the most comparable sales have been identified, the elements of comparison are considered. The 14th Edition of *The Appraisal of Real Estate* defines elements of comparison as:

Elements of Comparison: The characteristics or attributes of properties and transactions that cause the prices of real estate to vary; include real property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, physical characteristics, other characteristics such as economic characteristics, use, and non-realty components of value.

We would submit that the element which warrants consideration in this analysis relates to market conditions.

Market Conditions: Beginning with the market conditions, since our data set dates back to April of 2019, we felt that an adjustment for market conditions (aka time adjustment) is warranted. For market conditions, we researched the average sales prices of closed sales of residential lots less than half of an acre in the Missoula market area from 2015 through 2019. We then calculated the annual percentage change for each year. Our research yielded the following results.

❖	2019	\$106,731	$\Delta = + 13.29\%$
❖	2018	\$94,208	$\Delta = - 5.74\%$
❖	2017	\$99,949	$\Delta = + 9.77\%$
❖	2016	\$91,047	$\Delta = + 4.67\%$
❖	2015	\$86,981	

On average, this data suggests annual appreciation for residential homesites less than half of an acre in the Missoula market area of $\pm 5.5\%$ per year going back five years.

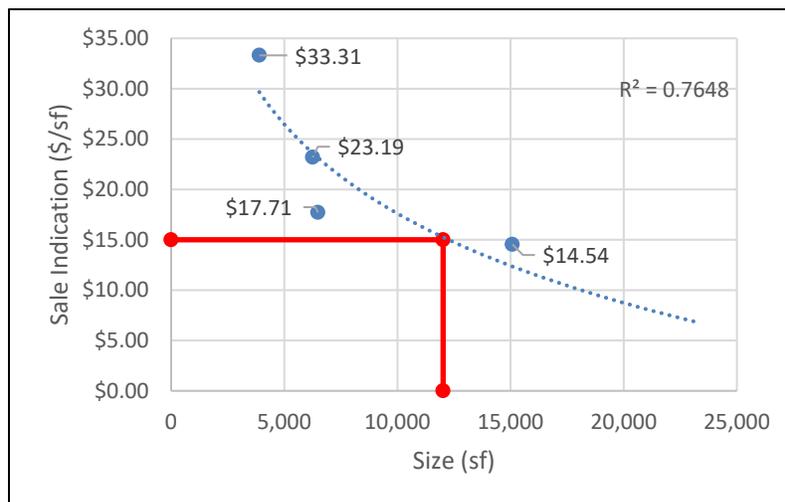
As such, based on this and anecdotal information such as market participant interviews, we felt this 6% per year adjustment would be reasonable. This adjustment was only made to the sales over six months old.

Size: The final adjustment to be considered relates to unit size. Typically, in most cases the larger the property being sold, the lower the per unit sale indication. This relationship is usually referred to as the size/price relationship. Our size adjustment will be based on a regression model which follows the adjustment grid.

The following tabulation/adjustment grid attempts to recognize and quantify those specific adjustments that are felt to pertain when we compare the comparable sale properties to the subject property.

LAND SALES ADJUSTMENT GRID					
ELEMENT	SP	LS 1.	LS 2.	LS 3.	LS 4.
SALE PRICE	NA	\$129,900	\$145,000	\$110,000	\$202,900
SIZE (SF)	12,018	3,900	6,253	6,490	15,080
UNADJUSTED \$/SF	NA	\$33.31	\$23.19	\$16.95	\$13.45
REAL PROPERTY RIGHTS CONVEYED	Fee Simple	Similar	Similar	Similar	Similar
FINANCING TERMS	Typical	Similar	Similar	Similar	Similar
CONDITIONS OF SALE	Market	Similar	Similar	Similar	Similar
MARKET CONDITIONS	8/20	8/20	6/20	11/19 + \$0.76 = \$17.71	4/19 + \$1.09 = \$14.54
EXPENDITURES AFTER PURCHASE	None	Similar	Similar	Similar	Similar
LOCATION	Pattee Creek Dr.	E. Bickford St.	South Ave. E.	S. 5th St. W.	S. 7 th St. W.
PHYSICAL CHARACTERISTICS					
Size	12,018	3,900	6,253	6,490	15,080
Topography	Level	Similar	Similar	Similar	Similar
ECONOMIC CHARACTERISTICS	Typical	Similar	Similar	Similar	Similar
USE/ZONING	Residential	Similar	Similar	Similar	Similar
NON-REALTY COMPONENTS OF VALUE	NA	Similar	Similar	Similar	Similar
ADJUSTED SALE INDICATION (\$/SF)	NA	< \$33.31	< \$23.19	< \$17.71	> \$14.54

In an effort to quantify the size adjustment, we will use the following regression model which shows the size/price relationship. This graphic analysis displays the adjusted sale indications with a computer-generated trend line.



After analyzing each of these land sales as they relate and compare to the subject property, taking into account such things as date of sale, location, size, utility, etc., we have concluded that the information is very supportive of the following value conclusion:

± 12,018 sf at \$15/sf = \$180,270, rounded to **\$180,000**.

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions;
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;
- We have not performed any services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results;
- Our compensation for completing this assignment is not contingent upon the developing 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 the appraisal;
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *USPAP*;
- We made a personal observation of the property that is the subject of this report; and

- Rhesa E. Sutton Weston, Research Assistant, provided significant real property appraisal assistance to the persons signing this certification;
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- As of the date of this report, Kraig P. Kosena has completed the continuing education program for Designated Members of the Appraisal Institute; and
- As of the date of this report, Megan L. Garland has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

By reason of our investigations, studies, and analyses, an opinion has been formed that the current **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

One Hundred Eighty Thousand Dollars
(\$180,000)



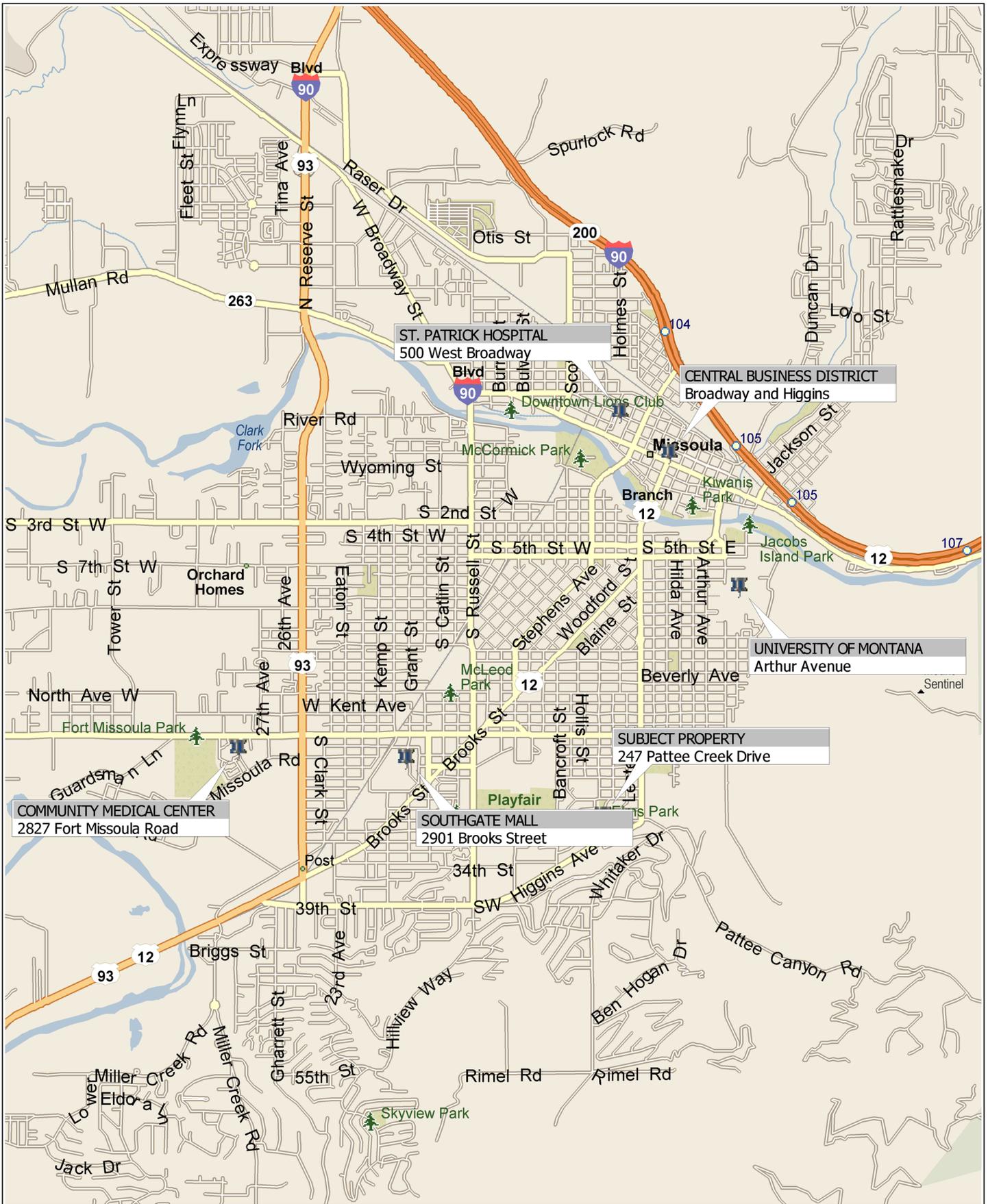
Megan L. Garland, Candidate for Designation
REA-RAG-LIC-9314



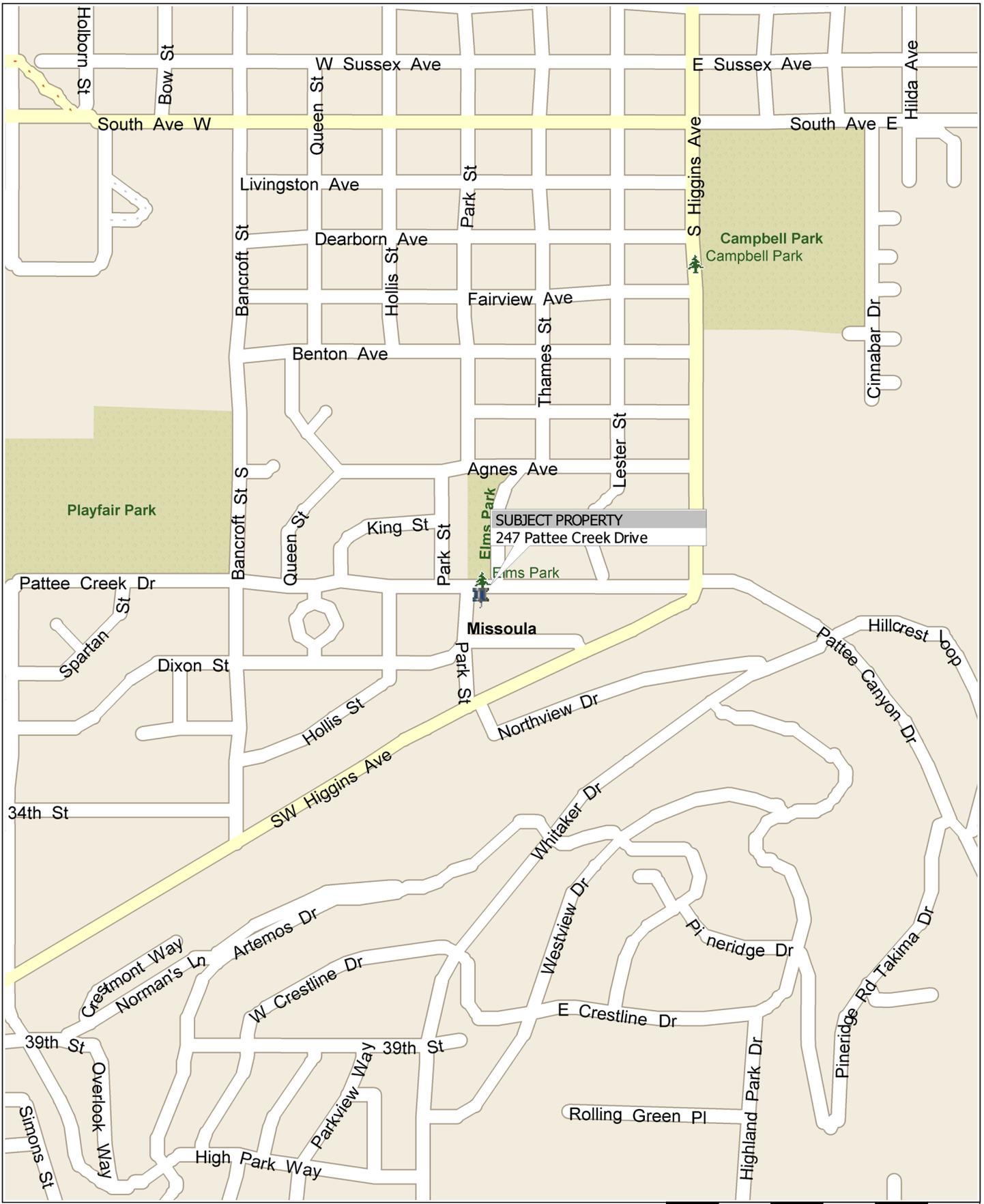
Kraig P. Kosena, MAI
REA-RAG-LIC-225

ADDENDA

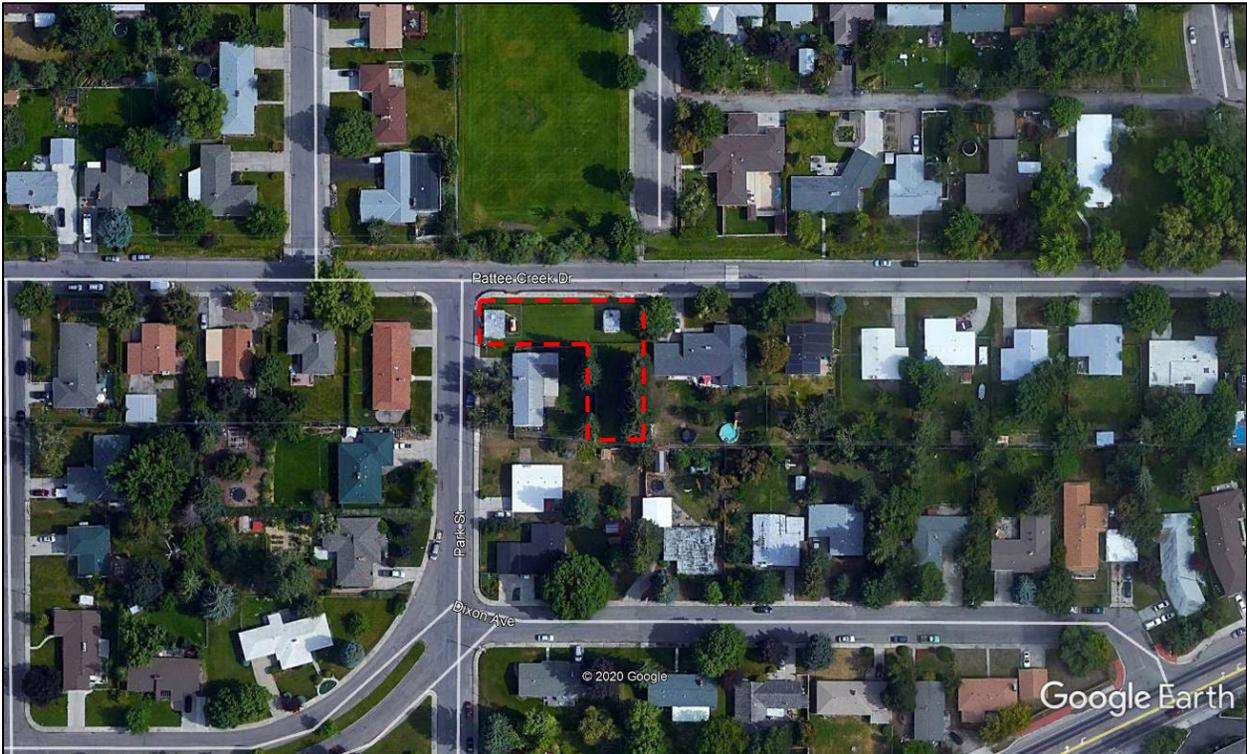
SUBJECT PROPERTY GENERAL AREA MAP



SUBJECT PROPERTY NEIGHBORHOOD MAP



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 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



SUBJECT PROPERTY AERIAL PHOTOGRAPH (GOOGLE EARTH)

Subject Property Photographs

247 Pattee Creek Drive, Missoula, Missoula County, Montana

Photograph No. 1

Description:

Street scene facing easterly along Pattee Creek Drive.

Date Taken:

8/19/20



Photograph No. 2

Description:

Site overview facing southeasterly.

Date Taken:

8/19/20



Appraiser's Qualifications - Megan L. Garland

Business Experience: Since July 2013 I have been employed by the full-service appraisal and consulting firm of Kembel, Kosena & Company, Inc. in Missoula, Montana. Having begun as a Research Assistant and transitioned to an Appraiser Trainee, I became a Certified General Appraiser in the State of Montana in 2017. I am currently a candidate for designation with The Appraisal Institute working with Kraig P. Kosena, MAI, as my mentor.

In December 2009 I earned a Bachelor of Science Degree in Business Administration with an emphasis in Finance from the University of Montana.

Clients: The following is a partial, representative client list.

Bank of Montana	TrailWest Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Glacier Bank
Stockman Bank	Treasure State Bank

Education: The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana

AI Course	Uniform Standards of Professional Appraisal Practice
AI Course	Basic Appraisal Principles
AI Course	Basic Appraisal Procedures
AI Course	General Appraiser Sales Comparison Approach
AI Course	Real Estate Finance, Statistics Valuation Modeling
AI Course	Online Business Practices and Ethics
AI Course	General Appraiser Income Approach - Part 1
AI Course	General Appraiser Income Approach - Part 2
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Course	General Appraiser Site Valuation and Cost Approach
AI Course	Advanced Income Capitalization
AI Course	General Appraiser Report Writing and Case Studies
AI Course	Quantitative Analysis

AI Course Uniform Appraisal Standards for Federal Land Acquisitions
AI Course Advanced Concepts & Case Studies
AI Course Advanced Market Analysis and Highest and Best Use

Certifications:

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-9314)



State of Montana
Business Standards Division
Board of Real Estate Appraisers

This certificate verifies licensure as:
CERTIFIED GENERAL APPRAISER

REA-RAG-LIC-9314

Status: **Active**
Expires: **03/31/2021**

MEGAN LYNN GARLAND
KEMBEL KOSENA & COMPANY INC
PO BOX 16653
MISSOULA, MT 59808



Montana Department of
LABOR & INDUSTRY
RENEW OR VERIFY YOUR LICENSE AT:
<https://ebiz.mt.gov/pol>

Appraiser's Qualifications - Kraig P. Kosena, MAI

Business Experience: Since June 1996 I have been operating my own full-service appraisal and consulting firm known as Kembel, Kosena & Company, Inc. in Missoula, Montana.

From January 1989 to May 1996 I was employed by R.D. Kembel & Associates, Inc., a full-service real estate appraisal and consulting firm also in Missoula, as an Associate Appraiser. My appraisal work included mainly commercial, agricultural, subdivision, conservation easement, and right-of-way appraisals.

In January 1987 I enlisted in the United States Navy and received an honorable discharge in December 1988.

From May until December 1986 I worked as an Associate Appraiser for R.D. Kembel & Associates, Inc.

Clients: The following is a partial, representative client list.

Bank of Montana	Bitterroot Valley Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Garlington, Lohn & Robinson, PLLP
Glacier Bank	Missoula Federal Credit Union
Missoula International Airport Authority	Montana Department of Transportation
Mountain West Bank	Rocky Mountain Bank
Stockman Bank	Sullivan, Tabaracci & Rhoades, PC
Treasure State Bank	US Bank
Washington Trust Bank	Worden Thane, PC

Fee appraising for various other banks, attorneys, and private parties.

Education: The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana
Real Estate Fundamentals - University of Montana

AI Course 101	An Introduction to Appraising Real Property
AI Course SPP	Standards of Professional Practice
AI Course 1BA	Capitalization Theory and Techniques, Part A
AI Course 1BB	Capitalization Theory and Techniques, Part B
AI Course 540	Report Writing & Valuation Analysis
AI Course 550	Advanced Applications
AI Course 700	The Appraiser as an Expert Witness
AI Course 833	Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Seminar	Rates, Ratios & Reasonableness
AI Seminar	Non-Residential Demonstration Appraisal Report Writing
AI Seminar	Subdivision Analysis
AI Seminar	Timberland Valuation
AI Seminar	Eminent Domain and Condemnation Appraising
AI Seminar	Small Hotel/Motel Valuation
AI Seminal	Sales Comparison Valuation of Small Mixed-Use Properties
AI Seminar	Litigation Skills for the Appraiser
AI Seminar	Partial Interest Valuation - Divided
AI Seminar	Partial Interest Valuation - Undivided
AI Seminar	Case Studies in Commercial Highest and Best Use
AI Seminar	Regression Analysis in Appraisal: Concepts and Applications
AI Seminar	Appraisal Review
AI Seminar	Uniform Standards for Federal Land Acquisitions (Yellow Book)
AI Seminar	Evaluating Commercial Construction
AI Seminar	The Professional's Guide to the Uniform Residential Appraisal Report
AI Seminar	Business Practices and Ethics
AI Seminar	Appraisal Curriculum Overview (2-Day General)
AI Seminar	Introduction to Valuation for Financial Reporting
AI Seminar	Using Spreadsheet Programs in Real Estate Appraisals
AI Seminar	The Discounted Cash Flow Model: Concepts, Issues and Applications
AI Seminar	Water Rights
AI Seminar	Practical Regression Using Microsoft Excel

Certifications:

Member of the Appraisal Institute (MAI No. 10,933)

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-225)

Community Involvement:

Volunteer, Hugh O'Brian Youth Leadership Foundation

Former President, Missoula Exchange Club

Former Member, Board of Directors, Missoula Exchange Club

Former Banquet Committee Volunteer, Rocky Mountain Elk Foundation

Guest Speaker, University of Montana Business School

Court Experience:

I have qualified in State and Federal Court as an expert witness in the matter of real estate valuation.

Other:

Education Chairman, Montana Chapter of the Appraisal Institute

Former President, Montana Chapter of the Appraisal Institute

Former Member, Board of Directors, Montana Chapter of the Appraisal Institute

Ex-Officio Member and Chairman, Montana Board of Real Estate Appraisers (Governor appointment)



State of Montana
Business Standards Division
Board of Real Estate Appraisers

REA-RAG-LIC-225

Status: **Active**
Expires: **03/31/2021**

This certificate verifies licensure as:

CERTIFIED GENERAL APPRAISER

Supervises: DANE WILLEY

With endorsements of:

* *REAL ESTATE APPRAISER MENTOR*

**KRAIG P KOSENA
KEMBEL KOSENA AND CO INC
PO BOX 16653
MISSOULA, MT 59808**



Montana Department of
LABOR & INDUSTRY

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<https://ebiz.mt.gov/pol>

**APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY**

DECLARATIONS - MONTANA

Aspen American Insurance Company

(Referred to below as the "Company")
590 Madison Avenue, 7th Floor
New York, NY 10022
877-245-3510

Date Issued	Policy Number	Previous Policy Number
8/21/2020	AAI002470-06	AAI002470-05

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

<p>1. Customer ID: 147463 Named Insured: KEMBEL, KOSENA & COMPANY, INC. Kraig P. Kosena, MAI 432 West Spruce Street, #101 Missoula, MT 59802</p>	
<p>2. Policy Period: From: 09/08/2020 To: 09/08/2021 12:01 A.M. Standard Time at the address stated in 1 above.</p>	
<p>3. Deductible: \$1000 Each Claim</p>	
<p>4. Retroactive Date: 09/08/1999</p>	
<p>5. Inception Date: 09/08/2015</p>	
<p>6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate</p> <p>Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceeding: \$12,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage</p>	

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):			
Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Residential Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/> (If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)

<p>8. Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101</p>
<p>9. Annual Premium: \$2,109.00</p>
<p>10. Forms attached at issue: LIA002 (04/19) LIA MT (09/19) LIA012 (05/19) LIA164 (05/19) LIA165 (05/19)</p>

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

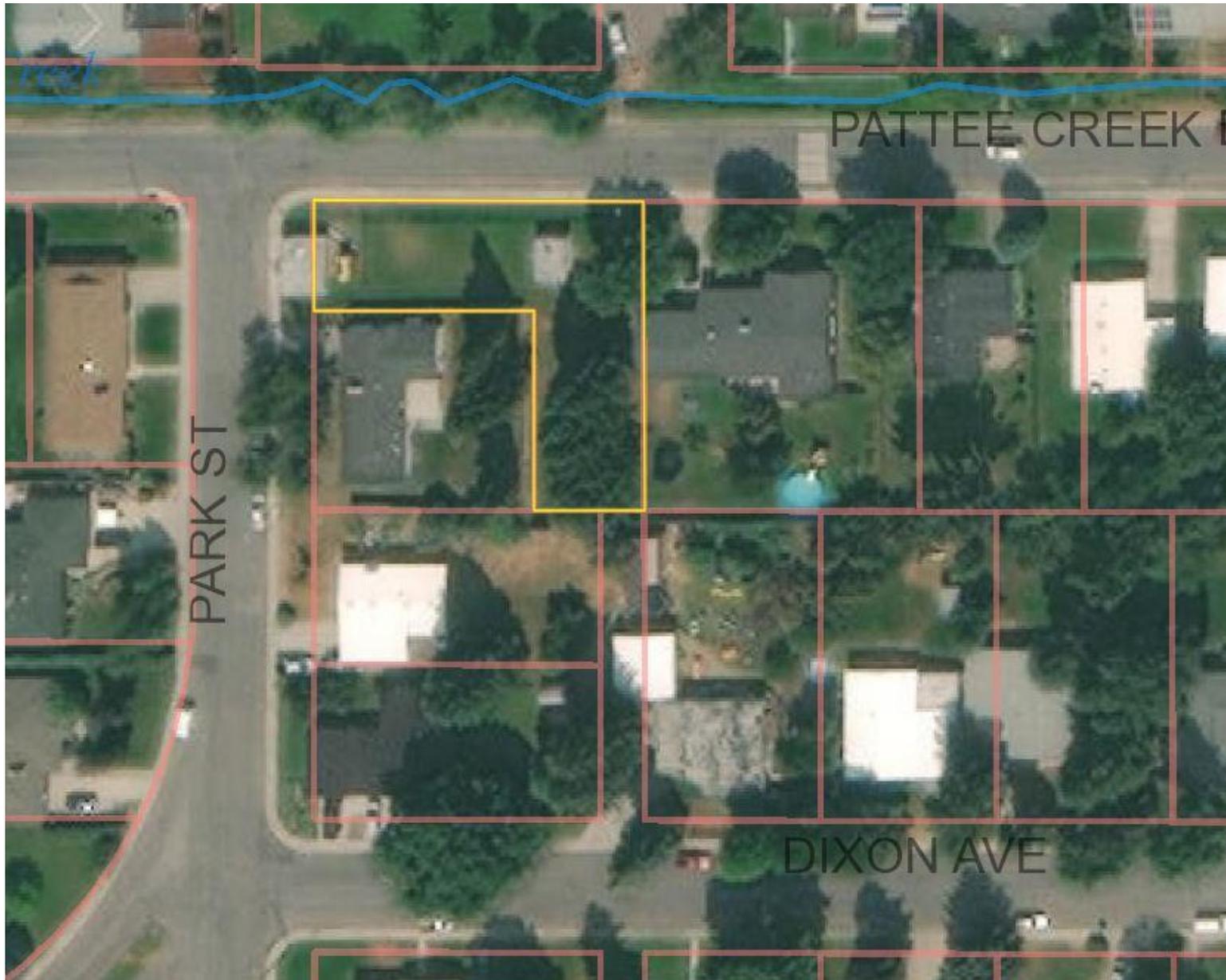
08/21/2020

 Date

By 

 Authorized Representative

247 Pattee Creek Drive



RESOLUTION NUMBER _____

A resolution of the Missoula City Council to authorize the sale of the real property located in the City of Missoula consisting of the remainder of Lot 22, Block 1, Willows Addition to Farview Homesites, a platted subdivision in the City of Missoula, Montana, according to the official plat thereof.

WHEREAS, the City owns the property located at 247 Pattee Creek Drive, described above, and shown on Exhibit A, attached to this Resolution (the "Property"); and

WHEREAS, the City acquired the Property as part of the condemnation of the assets of Mountain Water Company, and as a result, it is an asset of the City water utility; and

WHEREAS, the City water utility's Facility Needs Assessment determined that the Property is no longer necessary for the utility; and

WHEREAS, the City conducted an appraisal of the Property, which determined the Property to have a market value of \$180,000; and

WHEREAS, the City has received an offer to buy the Property for the appraised value; and

WHEREAS, Section 7-8-4201, Montana Code Annotated, provides that a city may sell, dispose of, donate or lease any property belonging to the city by resolution approved by two-thirds vote of all members of the council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Missoula, Montana, that the Property described above is approved for sale consistent with the buy-sell agreement attached as Exhibit B, and the Mayor is authorized to execute any documents necessary to effectuate the sale of the Property.

BE IT FURTHER RESOLVED that the proceeds from the sale of the Property shall be deposited in the Water Enterprise Fund to be used by the water utility.

PASSED AND ADOPTED this _____ day of _____, 2021.

ATTEST:

APPROVED:

Martha L. Rehbein
City Clerk

John Engen
Mayor

(SEAL)

Exhibit A – Map of Property Location

Exhibit B – Buy-Sell Agreement



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Public Works
Item: Agreement with Kim D. Seeberger and David L. Seeberger for the sale of Tract 5 Hillview Heights
Date: February 17, 2021
Sponsor(s): Ross Mollenhauer
Prepared by: Katie Emery
Ward(s) Affected:
 Ward 1 Ward 4
 Ward 2 Ward 5
 Ward 3 Ward 6
 All Wards N/A

Action Required:
Approve an agreement with Kim and David Seeberger for the sale of Tract 5 Hillview Heights.

Recommended Motion(s):
I move the City Council: Approve and authorize the Mayor to sign an agreement with Kim D. Seeberger and David L. Seeberger for the sale of Tract 5 Hillview Heights for a cost of \$2,600.00.

Timeline:
Referral to committee: February 22, 2021
Committee discussion: February 24, 2021
Council action (or sets hearing): March 1, 2021
Public Hearing: N/A
Deadline: N/A

Background and Alternatives Explored:
Missoula Water would like to sell the property known as Tract 5 Hillview Heights. This property has not held any water infrastructure for many years and is a leftover from the Mountain Water days. Staff at Missoula Water do not foresee any need for this property moving forward and selling it would eliminate the need for ongoing maintenance.

Missoula Water worked with Lambros realtors, Annelise Hedahl and Jennifer Barnard, to list this property. These realtors were selected through an RFQ process in November. An appraisal was performed by Kembel, Kosena & Company, Inc. in September 2020, which declared a market value for this property of \$2,500.00. This property has no means of legal access, nor access to adjacent sewer mains. Kim and David Seeberger will be purchasing the property at current market value with an all cash offer. Kim and David Seeberger own the property immediately adjacent to the property being sold.

Missoula Water also reached out to the City’s Department of Community, Planning, Development, and Innovation as to the suitability for affordable housing on this parcel. The answer was that this property is not well suited for an affordable housing project, due to its small size and lack of subsidies.

The attached exhibit shows the size and location of the property.

Financial Implications:

The \$2,600.00 will be allocated back to the Water Enterprise Fund.

Links to external websites:

N/A

BUY-SELL AGREEMENT (Land)
(Including Earnest Money Receipt)



This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

1 Date: 02/12/2021
2 Kim D. Seeberger and David L. Seeberger
3 as joint tenants with rights of survivorship, tenants in common, single in his/her own right, other
4 _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
5 following described real property (hereafter the "Property") commonly known as Tract 5 Hillview Heights
6
7 in the City of Missoula, County of Missoula, Montana, legally described
8 as: HILLVIEW HEIGHTS # 1, S06, T12 N, R19 W, T5
9 *Please see vesting deed for complete and accurate legal address prior to close

10
11 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
12 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: _____
13
14

15 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
16 are included and shall be transferred by the bill of sale: _____
17
18

19 **PURCHASE PRICE AND TERMS:**
20 \$ 2,000.00 Purchase Price: Two thousand six hundred w/hic (U.S. Dollars)
21 \$ 500.00 Earnest Money (credited to Buyer at closing)
22 \$ 2,100.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
23 (check one):
24 All cash at closing (no financing contingency); **OR**
25 Additional cash down payment at closing in the minimum amount of:
26 \$ N/A **OR** N/A % of the Purchase Price.
27 Balance to be financed as indicated below:
28 Conventional Other Financing Seller Financing Assumption Home Equity
29 Other _____

30 *proof of cash funds attached
31 _____
32 _____
33 _____
34 _____
35 _____
36

37 **CLOSING DATE:** The date of closing shall be (date) *Please see line 134 _____ (the "Closing Date"). The parties may, by
38 mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The
39 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in
40 accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including
41 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
42 more than N/A days to accommodate delays attributable solely to such third-party financing.
43

44 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
45 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
46 upon recording of the deed or notice of purchaser's interest, **OR**
47
48 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),
49 and Homeowner's Association facilities, if applicable.

KS, DL
Buyer's Initials
Courtney McEdden

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Buy-Sell Agreement (Land), June 2020
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Missoula

JE
Seller's Initials
2011 American Way Missoula MT 59800

50 **EARNEST MONEY:** (check one)
51 Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced
52 by:
53 Cash or Check.
54 Broker/Salesperson: Courtney McFadden
55 (name printed) (signature acknowledging receipt of earnest money)

56
57 Buyer agrees to provide earnest money in the amount as set forth herein within 3 days of the date all parties
58 have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust
59 by First American Title Co | Missoula, MT. If Buyer fails to provide earnest money as set forth herein,
60 buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

61
62 **FINANCING CONDITIONS AND OBLIGATIONS:**

63
64 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
65 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon
66 any contingent source of such funds unless otherwise expressly set forth herein.

67
68 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
69 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
70 completion of a contract for deed by 5:00 pm (Mountain Time) (date) N/A- Full cash offer
71 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

72
73 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
74 been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on
75 the date specified for each contingency, the party requesting that contingency has notified the other party or the other
76 party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the
77 other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is
78 terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

79
80 **FINANCING CONTINGENCY:**

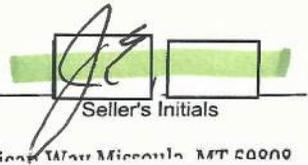
81 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement
82 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this
83 Agreement is terminated and the earnest money will be refunded to the Buyer.

84
85 **APPRAISAL CONTINGENCY:**

86 Property must appraise for at least the Purchase Price OR at least \$ N/A. If the
87 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
88 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
89 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
90 N/A days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR

91
92 This Agreement is contingent upon the Property appraising for at least the Purchase Price OR at least
93 \$ N/A. Release Date: N/A.


Buyer's Initials
Courtney McFadden


Seller's Initials
2011 American Title Missoula, MT 59800

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TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. Release Date: 3 _____ days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

PROPERTY INVESTIGATION: This offer is contingent upon Buyer's independent investigation of the following conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries, special improvement districts, restrictions affecting use, special building requirements, future assessments, utility hook up and installation costs, environmental hazards, airport affected area, road maintenance obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer does not purchase the Property. Release Date: n/a

This offer is contingent upon _____

_____ Release Date: _____

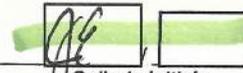
This offer is contingent upon _____

_____ Release Date: _____

ADDITIONAL PROVISIONS: *Closing Date: Closing date to be within 3 business days upon final city approval of sale.


Buyer's Initials
Courtney McFadden

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Seller's Initials
3011 American Way Missoula MT 59808

150 **CONVEYANCE:** The Seller shall convey the real property by Warranty
151 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by
152 Buyer. The Seller shall convey the personal property by Bill of Sale.
153

154 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
155 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
156 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
157 Property, except: N/A
158

159 Filing or transfer fees will be paid by Seller, Buyer, **OR** split equally between Buyer and Seller.
160 Documents for transfer will be prepared by N/A
161

162 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
163 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
164 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
165 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section
166 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.
167

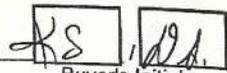
168 **NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE:** Buyers of property in the State of
169 Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and
170 other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands
171 immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and
172 to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a
173 land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including
174 permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water
175 bodies, including vegetation removal.
176

177 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under
178 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or
179 all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property.
180 These mineral rights may be separate from the rights a property owner has for the surface of a property. In some
181 cases, these mineral rights have been transferred to a party other than the property owner and as a result the
182 subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been
183 severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to
184 mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that
185 neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this
186 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that
187 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property
188 have conducted an inspection or analysis of the mineral rights to and for the Property.
189

190 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by Seller
191 Buyer Equally Shared.
192

193 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
194 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
195 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
196 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an
197 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.
198

199 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to
200 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or
201 other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the
202 preliminary title commitment approved by the Buyer.


Buyer's Initials
Courtneve McFadden

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203 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein,
204 that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or
205 delivered within 3 days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The
206 parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are
207 consideration for services rendered.
208

209 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
210 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
211 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction
212 to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified
213 intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange,
214 notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and
215 Non-Assignability" section below.
216

217 **SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS:** All Special Improvement
218 Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association,
219 including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have
220 been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.
221

222 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
223 District and association special assessments for the current tax year, as well as prepaid rents, water and sewer
224 system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common
225 maintenance fees, as of the date of closing unless otherwise agreed.
226

227 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
228 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.
229 Seller will remove all personal property not included in this sale prior to closing.
230

231 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties
232 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
233 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
234 owner of property, contact either your local County extension agent or Weed Control Board.
235

236 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
237 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
238 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
239 information concerning registered offenders available to the public. If you desire further information please contact the
240 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers
241 assigned to the area.
242

243 **BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period
244 provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
245 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
246 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- 247 (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the
248 rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
249 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
250 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.
251

252 **SELLER'S REMEDIES:**

253 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
254 transaction within the time period provided in this Agreement, the Seller may:

- 255 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller
256 under this Agreement shall be terminated; **OR**
257 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
258 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.


Buyer's Initials
Courtney McFadden

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Seller's Initials
3011 American Way Missoula, MT 59808

259 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
260 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
261 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
262 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
263

264 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax
265 upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually
266 the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is
267 a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to
268 deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal
269 Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the
270 Internal Revenue Code.
271

272 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act
273 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in
274 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the
275 acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised
276 to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.
277

278 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
279 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
280 Agreement, of any and all information reasonably necessary to consummate the transaction described in this
281 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
282 documents concerning this Property or underlying obligations pertaining thereto.
283

284 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
285 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
286 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without
287 personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
288 Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and
289 credit card numbers through email.
290

291 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is
292 assumed by Seller through the time of closing unless otherwise specified.
293

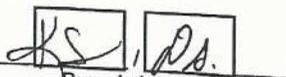
294 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
295

296 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns
297 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's
298 express written consent.
299

300 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
301 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
302 determine just.
303

304 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an
305 integral part of this Agreement.
306

307 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when
308 all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a
309 signature transmitted by fax or other electronic means will be enforceable against any party who executes the
310 Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the
311 transaction contemplated by this document may be conducted by electronic means in accordance with the Montana
312 Uniform Electronic Transaction Act.


Buyer's Initials

Courtney McEdden

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Buy-Sell Agreement (Land), June 2020
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Miscouls


Seller's Initials

2011 American Way Missoula, MT 59808

313 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
314 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
315 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the
316 Seller and Buyer.
317

318 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest
319 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,
320 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or
321 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing
322 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of
323 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the
324 cost and fees required for filing such action.
325

326 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 327 Contingency for Sale of Buyer's Property Back-up Offer
328 Addendum for Additional Provisions
329 Water Rights Acknowledgement
330
331

333 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
334 hereafter have been involved in the capacities indicated below and the parties have previously received the required
335 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:
336

337 Jennifer Barnard of ERA Lambros Real Estate
338 (name of licensee) (name of brokerage company)
339
340 545050218 3011 American Way, Missoula, MT 59808
341 (licensee's Montana license number) (brokerage company address)
342
343 jenniferbarnard@eralambros.com
344 (licensee email address) (brokerage company phone number)
345
346
347 (licensee phone number)
348 is acting as Seller's Agent Dual Agent Statutory Broker
349

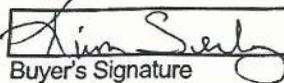
350 Courtney McFadden of ERA Lambros Real Estate
351 (name of licensee) (name of brokerage company)
352
353 53283 3011 American Way, Missoula, MT 59808
354 (licensee's Montana license number) (brokerage company address)
355
356 courtney@eralambros.com
357 (licensee email address) (brokerage company phone number)
358
359 4066717901
360 (licensee phone number)
361 is acting as Buyer's Agent Dual Agent Statutory Broker
362 Seller's Agent (includes Seller's Sub-Agent)


Buyer's Initials
Courtney McFadden


Seller's Initials
3011 American Way Missoula, MT 59808

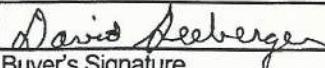
363 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
364 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she
365 has examined the subject real and personal property and represents that Buyer has OR has not physically visited
366 the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon
367 his/her independent investigation and judgments and has read and understood this entire Agreement.
368

369 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
370 forth in the above offer and grant to said Broker/Salesperson until (date) 02/17/2021, at 5:00 am pm
371 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
372 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
373 has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a
374 copy of this Agreement bearing my/our signature(s).

375  Date: 2-12-21, at am pm (Mountain Time)
376 Buyer's Signature

377 Name Printed: Kim D. Seeberger

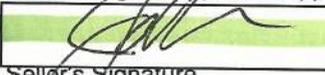
380 Address: _____ State: _____ Zip: _____

381  Date: _____, at am pm (Mountain Time)
382 Buyer's Signature

383 Name Printed: David L. Seeberger

384 Address (if different): _____ State: _____ Zip: _____

389 **SELLER'S COMMITMENT:**
390 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
391 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.
392

393  Date: 2/17/21, at 7:20 am pm (Mountain Time)
394 Seller's Signature

395 Name Printed: _____

396 Address: _____ State: _____ Zip: _____

397  Date: _____, at am pm (Mountain Time)
398 Seller's Signature

399 Name Printed: _____

400 Address (if different): _____ State: _____ Zip: _____

401 Modified per the attached Counter Offer:
402 _____ / _____ Seller's Initials Date
403 _____ / _____ Seller's Initials Date

404 Rejection of this offer by Seller (no counter offer is being made):
405 _____ / _____ Seller's Initials Date
406 _____ / _____ Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except
Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

An Appraisal Report

of

**Tract 5, Hillview Heights No. 1
Missoula, Missoula County, MT 59803**

for

**Mr. Dennis Bowman, Deputy Public Works Director - Utilities
City of Missoula
P.O Box 5388
Missoula, MT 59806**

as of

**August 19, 2020 (Date of Observation)
September 4, 2020 (Date of Report)**

by

**Megan L. Garland and Kraig P. Kosena, MAI
Kembel, Kosena & Company, Inc.
West Spruce Commons, 432 West Spruce Street, Suite 101
P.O. Box 16653
Missoula, MT 59808-6653**

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ADDENDA:

- Subject Property General Area Map
- Subject Property Location and Neighborhood Map
- Subject Property Aerial Photograph (Google Earth)
- Subject Property Photographs
- Appraisers' Qualifications and Licenses Appraiser
- Insurance Certificate

INTRODUCTION

September 4, 2020

Mr. Dennis Bowman, Deputy Public Works Director - Utilities
City of Missoula
P.O. Box 5388
Missoula, MT 59806

Re: The appraisal of the property located at Tract 5 of Hillview Heights No. 1,
Missoula, Missoula County, Montana.

Dear Dennis:

In accordance with your request for an appraisal report setting forth the **market value** of the property under study, we are submitting the following report containing 50 pages.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. We particularly call your attention to the following extraordinary assumptions and hypothetical conditions:

extraordinary assumptions: this appraisal employs no extraordinary assumptions; and

hypothetical conditions: this appraisal employs no hypothetical conditions.

Based on the information gathered, the property under study is described legally on page 15 of this report.

The property rights appraised are the unencumbered fee simple estate. We assume no responsibility for the marketability of the title.

Mr. Dennis Bowman

September 4, 2020

To the best of our knowledge, this report is in conformance with the 2020-2021 Edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* which is effective through December 31, 2021.

An environmental assessment of the property has not been provided and it is assumed there are no environmental concerns related to the subject property. We are not qualified to detect hazardous materials or toxic waste. Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace which may or may not affect the value.

By reason of our investigations, studies, and analyses, an opinion has been formed that the **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

Two Thousand Five Hundred Dollars

(\$2,500)

Your attention is invited to the data and discussions that follow and which are the foundations of this conclusion. The information that is retained in our office files, which was used in conjunction with this appraisal report, can be provided to you for an additional fee.

I, the undersigned project appraiser, Kraig P. Kosena, hold the MAI designation and am current in the Continuing Education Program of the Appraisal Institute. My member number is 10,933.

We, Kraig P. Kosena and Megan L. Garland, are licensed by the State of Montana as Certified General Real Estate Appraisers. Our license numbers are 225 and 9314, respectively, and expire March 31, 2021. Our licenses have never been suspended, revoked, canceled, or restricted.

Mr. Dennis Bowman
September 4, 2020

We appreciate the opportunity to be of service to you. Please contact us if you have any questions or if we can be of further service.

Respectfully submitted,
Kembel, Kosena & Company, Inc.

A handwritten signature in black ink, appearing to read "Megan Garland", with a long horizontal flourish extending to the right.

Megan L. Garland, Candidate for Designation
REA-RAG-LIC-9314

A handwritten signature in black ink, appearing to read "Kraig P. Kosena", with a long horizontal flourish extending to the right.

Kraig P. Kosena, MAI
REA-RAG-LIC-225

Summary of Salient Facts and Conclusions

Record Owner	:	City of Missoula.
Location of Property	:	Northwest of West Vista Drive and southwest of West Crescent Drive, Missoula, Missoula County, Montana.
Property Rights Appraised	:	Unencumbered fee simple estate.
Historical Use	:	Vacant.
Present Use	:	Vacant.
Highest and Best Use		
As Though Vacant	:	Assemblage.
As Improved	:	Not applicable.
Date of Value	:	August 19, 2020.
Date(s) of Observation	:	August 19, 2020.
Date of Report	:	September 4, 2020.
Exposure Time	:	The estimated reasonable exposure time of the subject property is approximately six months to one year.
Marketing Time	:	In excess of exposure time estimate – greater than one year.
Site	:	Per the State of Montana Department of Revenue (DOR), the site totals ± 1,600 sf. The property fronts a public easement to the west and is private property to the north, south, and east.

Topography is level and at grade with adjacent streets and developments.

The property is zoned R5.4 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is located in the 0.2% Annual Chance Flood Hazard Zone.

Based on our research, the subject property has minimal, if any, development potential as a result of the zoning requirements.

Site Improvements : None.

Structural Improvements : None.

Market Value by the Sales Comparison Approach - \$2,500.

Final Indication of Market Value - \$2,500.

Assumptions and Limiting Conditions

This is to certify that we, in submitting these statements and opinions of value, acted in accordance with and was bound by the following principles, limiting conditions, and assumptions:

- This is an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of *USPAP*. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinions of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. We are not responsible for the unauthorized use of this report.
- No responsibility is assumed for matters that are legal in nature nor is any opinion rendered on title of lands appraised.
- Unless otherwise noted, the property has been appraised as though free and clear of all encumbrances.
- All maps, areas, and other data furnished to us have been assumed to be correct. We have not made, or commissioned, a survey of the property.
- Neither the employment to make this appraisal nor the compensation is contingent upon the amount of valuation reported.
- We have made a personal observation of the property that is the subject matter of this report.
- To the best of our knowledge and belief, the statements of fact contained in this appraisal report upon which the analysis, opinions, and conclusions expressed herein are based are true and correct. Furthermore, no important facts have knowingly been withheld or overlooked.

- There shall be no obligation to give testimony or attendance in court by reason of this appraisal with reference to the property in question unless arrangements have been made previously.
- This appraisal report has been made in conformity with and is subject to the requirements of the *Code of Professional Ethics and Standards of Professional Conduct* of the Appraisal Institute and conforms to the *USPAP* adopted by the Appraisal Standards Board of the Appraisal Foundation.
- Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute.
- The liability of the appraisal firm of Kembel, Kosena & Company, Inc. and its employees are limited to the client and to the fee collected. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. We assume no responsibility for any cost incurred to discover or correct any deficiencies of any type present in the property: physically, financially, or legally.
- We have inspected as far as possible, by observation, the lands. However, it was not possible to personally observe conditions beneath the soil. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
- It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management: neither inefficient nor super-efficient.
- Unless otherwise stated in this report, we have no knowledge concerning the presence or absence of toxic materials on the subject site. If such are present the value of the property may be adversely affected and re-

appraisal at additional cost maybe necessary to estimate the effects of such.

- The appraisal is based on the premise that, there is full compliance with all applicable federal, state, and local environmental regulations, and laws unless otherwise stated in the report. Further, that all applicable zoning, building, building codes, use regulations, and restrictions of all types have been complied-with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

Neither all nor any part of the contents of this report (especially the conclusion as to the value, our identity, or the firm with which we are connected) or any reference to the MAI designation and/or the Appraisal Institute shall be disseminated to the public through advertising media, sales media, news media, public relations media, or any other public means of communication without our prior written consent and approval.

Privacy Notice

Pursuant to the *Gramm-Leach-Bliley Act of 1999*, effective July 1, 2001, appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic information. As professionals, we understand that privacy is very important and are pleased to provide this information.

Types of Nonpublic Personal Information We Collect:

In the course of performing appraisals, we may collect what is known as “nonpublic personal information.” This information is used to facilitate the services that we provide and may include the information provided to us.

Parties to Whom We Disclose Information:

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to non-affiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third-party consultants who need to know that information to assist us in providing appraisal services. All of our employees and any third-party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action.

Confidentiality and Security:

We will retain records relating to professional services that we have provided for a reasonable time so that we are better able to assist you. In order to protect nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic, and procedural safeguards that comply with our professional standards to ensure the security and integrity of information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide.

DESCRIPTION, ANALYSIS, AND CONCLUSION

Record Owner and Brief Property History

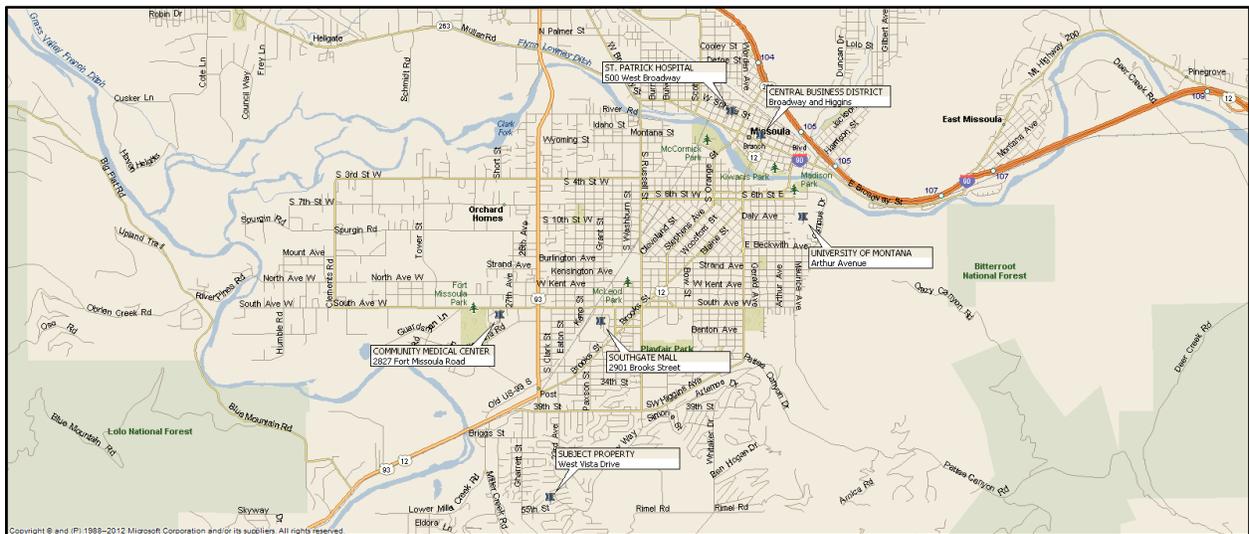
According to the Missoula County Clerk and Recorder's Office, the subject property is owned by the City of Missoula and has been for many years.

Regarding the history of the property, to the best of our knowledge the site has never been improved.

Location of the Property

The subject property is located in the northern portion of the City of Missoula. To the best of our knowledge, the property does not have a county-assigned physical address. The subject property zip code is 59803.

A map showing the general location of the property relative to Missoula follows.



SUBJECT PROPERTY GENERAL AREA MAP

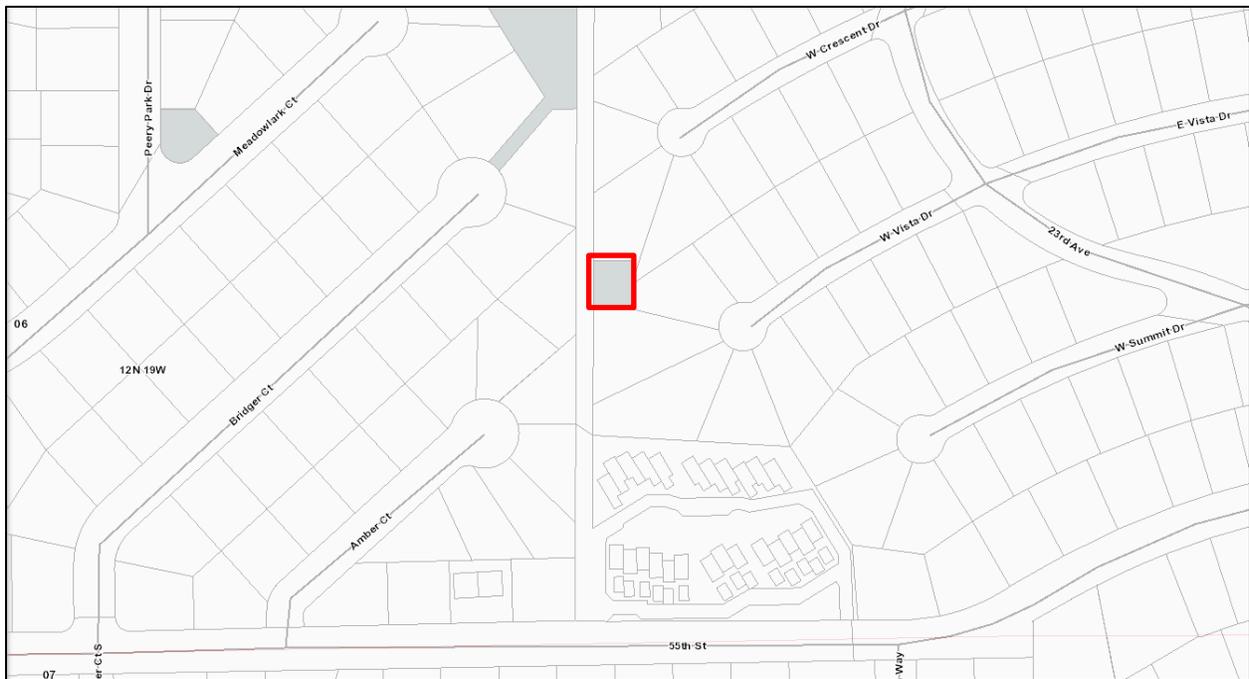
The location of the subject property is illustrated by a Subject Property General Area Map, a Subject Property Location and Neighborhood Map, and a Subject Property Aerial Photograph (Google Earth) in the Addenda of this report.

Legal Description

Based on the information available, the legal description of the site is as follows:

Hillview Heights No. 1, S06, T12N, R19W, Tract 5.

A subject property site map follows as obtained from the State of Montana Cadastral website:



SUBJECT PROPERTY SITE MAP

Definition of an Appraisal

As recognized by the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*, the following definition of an appraisal is hereby presented to aid the reader in understanding exactly what is meant by the term:

Appraisal: The act or process of developing an opinion of value.

Intended User of the Appraisal Report

The intended users of this product are our client, the City of Missoula.

Intended Use of the Appraisal Report

The intended use of this appraisal report is to assist our client in establishing the **market value** of the subject property to be used in conjunction with a potential sale of the property.

Scope of the Appraisal

General Information: The client in this assignment is the City of Missoula and our point of contact is Mr. Dennis Bowman, Deputy Public Works Director – Utilities, City of Missoula.

Regardless of who pays for this appraisal, the intended user is the client(s) only. This appraisal may not be appropriate for other users. Therefore, this appraisal may not be used for relied on by anyone other than the stated intended user(s), regardless of the means of possession of this report, without our express written consent. We, the firm of Kembel, Kosena & Company, Inc., and related parties assume no obligation, liability, or accountability to any third party without such written consent.

We have diagnosed the intended user(s) problem and have generated the following primary appraiser information as a means of assisting in its solution: an opinion of **market value** of the unencumbered fee simple estate, the related exposure time, and the highest and best use.

The property was identified by the client providing the name of the property owner and the general location of the site. This information was used to access the DOR property record card (PRC).

The opinion of **market value** is as of the most recent date of observation, August 19, 2020.

The property rights appraised are the unencumbered fee simple estate.

This appraisal is intended to conform to the supplemental standards associated with an “appraisal” as defined by the Federal Banking Regulatory Agencies.

Considering the subject property is vacant land, the sales comparison approach is considered most relevant and, therefore, the only approach we fully developed in this appraisal assignment.

Within the sales comparison approach, an overall dollars per square foot (\$/sf) technique was developed for the property. Given the unique physical characteristics of the subject property site and the perceived lack of utility to anyone other than an adjacent property owner, the data set for this approach involves just two closed sales.

We are competent in terms of training and experience in the type of property and market area that is the subject of this appraisal, the analytical methods used, and the use(s) of the appraisal.

Much of the scope of work is discussed throughout the report (limiting conditions, general assumptions, final reconciliation, etc.).

This appraisal is intended to comply with *USPAP*, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and local State laws.

For appraisal purposes, an extraordinary assumption is defined in *USPAP* as follows:

Extraordinary Assumption: An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.

This appraisal employs no extraordinary assumptions.

Per the same source, a hypothetical condition is defined as:

Hypothetical Condition: A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purposes of analysis.

Similarly, no hypothetical conditions were considered in this appraisal assignment.

Subject Property Data Gathering: The subject property's data was obtained from research, interviews, an on-site property observation, and from plans and specifications (when available).

The DOR PRC was obtained directly from the DOR and the most recent transferring document was obtained from the Missoula County Clerk and Recorder's Office. The zoning was checked from a map published by the City of Missoula Office of Development Services which is reportedly kept current. The flood zone information was also checked through the City of Missoula Office of Development Services. The local multiple listing service (MLS) was searched for previous sales and listings of the subject property.

An on-site observation was conducted on August 19, 2020.

In conjunction with this appraisal, we did drive through the neighborhood noting types of properties, their ages, and conditions.

The secondhand information was verified depending on the perceived credibility of the initial source. In most cases, the initial source was considered to be credible and reliable.

Market Data Gathering: The data was located through a search of the local MLS and a network of professional associates including real estate agents and brokers and other real estate appraisers. Generally speaking, the data researched is current within the past five years.

The sales price, date of sale, and days on market information were found either on the MLS sheet or through the interview process. Recording documents show buyer and seller information as well as date of sale. As a non-disclosure state, actual sales price information is not available through either the State of Montana or local counties.

PRCs, the local MLS system, and office files were checked for the previous sales of the comparable sale properties.

The physical characteristics were gathered from the local MLS system, the PRC, as well as from a visual observation taken from curbside of each comparable used in conjunction with this appraisal. In some cases, office files are referenced if this firm has previously appraised one of the properties being considered as a comparable in this report.

Most all of the secondhand data was corroborated from at least two sources. Transfer documents, PRCs, and the local MLS were used to check completeness and consistency.

Analysis: The valuation approach which was considered herein includes just the sales comparison approach.

Sales Comparison Approach: Within the sales comparison approach, sales of similar (to varying degrees given the size and location of the subject property and the limitations of the small market) properties were researched. The sales comparison analysis was based on local data and the unit of comparison that we considered was the overall dollars per square foot (\$/sf). Other units of measure that are sometimes considered for land valuation are dollars per acre (\$/acre), typically used for larger and more rural tracts, and dollars per front foot (\$/ff), typically used for waterfront parcels, etc.

The results of our research efforts culminated in two closed sales that were considered to be reasonable comparables and which were felt to result in a reliable indicator of current **market value**. Other sales were considered in the analysis but were removed from direct consideration for various reasons.

The sale properties were analyzed and compared to the subject property, differences recognized, and adjustments made (to the extent that the available data will allow). Overall, the indication of current **market value** by this approach was felt to be reasonable and reasonably well supported by the data available.

Purpose of the Appraisal and Definition of Market Value

The purpose of this appraisal is to estimate the **market value** of the subject property. **Market value**, as defined by the Appraisal Standards Board of The Appraisal Foundation for the purposes of the *USPAP* and used in this report, is:

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 and knowledgeably, and assuming the price is not affected by undue stimulus.

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

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States 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.

Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.

Date of Valuation

The estimate of **market value** is as of the most recent date of observation, August 19, 2020.

Exposure Time

Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows in the 6th Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute:

Exposure Time: 1. the time a property remains on the market; and 2. the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at **market value** on the effective date of the appraisal.

The typical method of estimating exposure times is to investigate exposure times of comparable sales. The logic being that if the sales are current and comparable, the exposure time expectation for the subject property should be within the range indicated by the comparable sales, if the subject property was made available for sale and priced reasonably and competitively.

In this case, in an effort to estimate a reasonable exposure time for the subject property, we have relied mainly on the reported exposure times of the sales presented for consideration in the sales comparison approach. Based mainly on this data as well as significant anecdotal information including numerous real estate agent and broker interviews, we have concluded that a reasonable exposure time for the subject property would be approximately six months to one year assuming that the property would be actively marketed at a reasonable and competitive price.

Marketing Time

Unlike exposure time, the marketing time estimate is prospective in nature. Marketing time is defined as:

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded **market value** level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

This definition is also per the 6th Edition of *The Dictionary of Real Estate Appraisal* as published by the Appraisal Institute.

Given the date of this report, September 4, 2020, and the current worldwide health and economic crisis as a result the COVID-19 virus, it seems reasonable to expect that a marketing time in excess of the estimated exposure time would be reasonable, i.e., more than one year.

Property Rights Appraised

The property rights being appraised are the unencumbered fee simple estate.

According to the 6th Edition of the Appraisal Institute's *The Dictionary of Real Estate Appraisal*:

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

No responsibility for the marketability of the title of the subject property in this report is assumed.

Regional, City, and Neighborhood Data and Analysis

This section of the report has been intentionally omitted due to the summary nature of this report as well as the client's familiarity with the region, city, and neighborhood.

Property Description

The following description of the subject property is based on our research of the records of the State of Montana and Missoula County as well as a thorough property observation. Again, due to the summary nature of this report and the maps and photographs included in the Addenda of this report as exhibit items, this narrative discussion of the property is admittedly and intentionally brief.



Site:

Per the DOR, the site totals \pm 1,600 sf.

The property fronts a public easement to the west and is private property to the north, south, and east.

Topography is level and at grade with adjacent streets and developments.

The property is zoned R5.4 Residential District.

As an urban parcel, all utilities are available and to the site.

The property is located in the 0.2% Annual Chance Flood Hazard Zone. The flood hazard area map which pertains to the subject property, Panel No. 30063C1460E.

Based on our research, the subject property has minimal, if any, development potential as a result of the zoning requirements.

For the purposes of this report, the soils have not been independently studied nor do we make any representation as to their suitability. However, based on existing developments in the area, it appears that the soils in the area offer adequate load-bearing qualities for most types of development. There do not appear to be any drainage problems associated with the site.

On the issue of soil degradation, an Environmental Site Assessment Report has not been performed. **It is assumed there are no environmental concerns related to the subject. We are not qualified to detect hazardous materials or toxic waste.** Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace, which may or may not affect the value. For more specific environmental site information, it is recommended that, at a minimum, a phase one audit be completed by a qualified soils engineer.

Site Improvements:

None.

Structural Improvements:

None.

Taxes and Assessments

The following tabulation details the parcel number, assessed value, and current property taxes for the subject property.

TABULATION OF SUBJECT PROPERTY TAXES AND ASSESSMENTS				
PARCEL NO.	GEO CODE	LAND AREA (SF)	ASSESSED VALUE	2019 PROPERTY TAXES
5830561	04-2093-06-3-27-06	1,600	\$99,080	\$1,013.25

Complete copies of the DOR records and the Missoula County 2019 real property tax bill is retained in our office work file.

Worth noting, the aforementioned property taxes include various other properties owned by the City of Missoula.

Highest and Best Use

The following definition of highest and best use is taken from the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*:

Highest and Best Use: The reasonably probable and legal use of vacant land or an unimproved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

Implied in this definition is the recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (**market value**), another appropriate term to reflect highest and best use would be most "probable use." In the context of investment value, an alternative term would be most "profitable use."

As Though Vacant:

In considering the highest and best use of the subject property, as though vacant and available to be developed to its highest and best use, we gave consideration to any and all uses to which the property is capable of being adapted, or developed, if vacant and unimproved.

The five categories of use recognized are residential, commercial, industrial, agricultural, and special-purpose.

The residential classification typically includes single family residences, duplexes, and four-plexes.

Commercial developments generally include such things as office buildings, retail centers, restaurants, hotels, motels, and multi-family housing developments.

The industrial classification includes such uses as manufacturing parks, warehouses, etc.

Agricultural land uses include cropland, pastureland, timberland, and orchards.

The special-purpose use refers to properties with unique design, or construction, which restricts their utility to the intended use for which they were built and generally includes such things as schools, churches, parks, museums, airports, etc.

Consideration must be given to these uses, recognizing the limitations imposed by the four generally-accepted criteria for highest and best use. These are physically possible, legally permissible, financially feasible, and maximally productive. To elaborate on these, physically possible recognizes such factors as size, shape, area, terrain, and utilities available.

Legally permissible involves restrictions such as homeowners associations, zoning regulations, building codes, historic district controls, and environmental regulations.

Financially feasible relates to all uses that are expected to produce a positive return.

Maximally productive relates to those uses which satisfy the other three criteria and produce the highest price or value consistent with the return expected by investors in the area.

Legally Permissible: This criterion relates to zoning designations or other governmental restrictions for the site, but also recognizes any declaration of covenants, conditions, or restrictions. Conservation easements would be included here as legally limiting the potential development of a property.

Currently, the subject property is zoned R5.4 Residential District. As the name implies, this zoning district allows mainly for residential uses.

Furthermore, this zoning requires a minimum parcel size of $\pm 5,400$ sf. As was mentioned before, as this minimum parcel size is larger than the subject property land area, this parcel has minimal, if any, development potential. As such it seems that the

property offers very little, if any, benefit to anyone other than an adjacent landowner that may be able to increase development density on their property by assembling the subject property.

To the best of our knowledge, there are no other legal considerations that would limit the potential of the sites, i.e., covenants, deed restrictions, easements (including conservation easements), etc.

Physically Possible: The physical features of a site which may affect the potential use(s) include, but are not limited to, location, frontage, size, shape, access, availability of utilities, easements, soils and subsoils, topography, and designated flood hazard considerations.

The subject property involves a land area of \pm 1,600 sf located in the central portion of the City of Missoula. Land uses in the immediate area are mostly residential.

Overall, the property is felt to have good physical attributes for many, but not all, types of development. Those uses that are felt to be culled out at this point include potential developments with large land requirements, i.e., agricultural.

Financially Feasible and Maximally Productive: Financial feasibility relates to the investment in the land producing a positive return to the investor, or developer. A positive return to the investment suggests a financially feasible use of the property. This may be a cash return or a return as measured by the utility of the land to the owner.

The highest, or maximum, return on the investment indicates the maximum productivity of the property. This factor is more difficult to measure, as different investors may have differing return requirements. In the case of vacant land, this may be measured by the highest price the land will bring when exposed to the open market.

Conclusion: Recognizing the subject's site size, the location, the topography, the current local and national economy, and especially the demand for property in the area, it is our opinion that the highest and best use of the property, as if vacant, would be for assemblage with an adjacent property.

As Improved:

Recognizing that the subject property involves vacant land, this subsection of highest and best use is not applicable.

Property Valuation

The appraisal process is a systematic process in which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value.

There are three traditional, or generally-accepted, techniques used in estimating the **market value** of real property. These are generally referred to as the cost approach, the sales comparison approach, and the income capitalization approach.

The cost approach is an estimation of the value of the land, as if vacant and available to be developed to its highest and best use, by market comparisons to which the depreciated, or contributory, value of the improvements is added.

The sales comparison approach is a technique that produces an indication of value by a direct comparison of similar property types that have recently sold, to the subject property; appropriate adjustments for differences are made when and where necessary.

The income capitalization approach produces a value indication by capitalizing the net income, or earning power, of the property by a rate reflected by market transactions or behaviors.

The three approaches to value do not necessarily apply to all types of property. A decision must be made whether a particular approach is applicable in each instance. The key to this decision is whether or not the approach is practical as a yardstick of market performance, or merely a theoretical application. These observations are particularly pertinent in the appraisal of properties in transition to a higher and better use, as well as special use properties where value-in-use is more applicable than **market value**.

In this case, recognizing the type of property under consideration in this appraisal assignment, we have concluded that just the sales comparison approach is pertinent to the process.

Sales Comparison Approach

According to the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing similar properties that have been recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

Inherent to the sales comparison approach is the principle of substitution. According to the 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate*,

Principle of Substitution: The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Before getting into the actual valuation analysis, we first want to point out that it is our experience that, in our small market, a bracketing technique works well. Contemporary appraisal texts have begun to recognize bracketing as a valuation technique. Overall, we are of the opinion that the bracketing technique recognizes the imperfect data found in the marketplace. The 14th Edition of the Appraisal Institute's *The Appraisal of Real Estate* defines bracketing as:

Bracketing: A process in which an appraiser determines a probable range of values for a property by applying qualitative techniques of comparative analysis to a group of comparable sales. The array of comparables may be divided into three groups - those superior to the subject, those similar to the subject, and those inferior to the subject. The adjusted sale prices reflected by the sales requiring downward adjustment and those requiring upward adjustment refine the

probable range of values for the subject and identify a value bracket in which the final value opinion will fall.

Because of the many variables involved in comparing sale properties to the subject property, the importance of the appraiser's judgment and opinion becomes obvious. In other words, the sales themselves do not alone directly indicate a value for the subject property, but these sales, once totally analyzed and correlated with experience and judgment, do help us appraisers in our final value estimate.

Last Sale of the Subject Property:

At this juncture, before discussing the comparisons and analyses of the improved sales, we typically first discuss and analyze the most recent sale of the subject property. In this case, the subject property has been in the current ownership for many years.

Site Valuation:

Land sales with similar amenities located within the immediate neighborhood of the subject property allow for the best comparison and value conclusion. In comparison to the subject property, factors considered include property rights, terms of the sale, location, size, frontage, shape, zoning, topography, etc.

The unit of comparison used in this analysis is based upon a \$/sf. To determine this indication, the sales price (or estimated contributory value of the land) is divided by the total size of the land (in square feet).

$$\frac{\text{confirmed sales price}}{\text{size in square feet}} = \text{\$/sf indication}$$

Regarding the sales themselves and the adjustment process, it has been our experience that all sales differ somewhat from one another. To the extent possible, the differences should be recognized and adjusted for based on the data available. However, in the market it is often difficult, and sometimes impossible, to accurately isolate a given factor. In short, one very seldom finds sale properties which are identical in all respects but one, and thus is able to prove conclusively the value, or lack of, for any one factor due to a difference in sale price. Often, there are positive and

negative factors which offset each other. Nevertheless, the differences in values are real and an attempt, based on as much fact as can be found, will be made to determine the value of these factors. Then, the appraiser may call upon his/her experience to make more subjective judgments. The following generalities are cited to acquaint the reader with a background for our reasoning and judgment to follow:

- ❖ value increases per unit of comparison as the size of the parcel decreases;
- ❖ value tends to decrease as distance from an urban center increases (an exception to this generalization might be certain recreational properties);
- ❖ value tends to decrease as the topography becomes steeper, more rocky, more barren, more arid, etc.;
- ❖ value tends to decrease as access becomes more difficult;
- ❖ value tends to increase with amenities such as creek or lake frontage, or a good view; and
- ❖ value tends to increase when zoning allows greater density and/or a more optimum use of the land.

Obviously, the inverse may be said of each of these statements.

The data set relates to two sales in Missoula. While two sales are thought to represent a bare minimum, fortunately, after confirmation these two sales are believed to be extremely comparable to the subject property.

Rather than tabulate two sales, we would submit that a brief narrative of the sales is more appropriate.



Land Sale No. 1: This land sale took place during July of 2018 and involved an assemblage parcel located along the north side of Burlington Avenue.

The sale property involved $\pm 3,125$ sf of vacant land that was zoned RM2.7.

The site has an existing irrigation ditch which occupies $\pm 100\%$ of the property and, therefore, had minimal, if any, development potential.

The property sold for \$3,500 which indicates \pm **\$1.12/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201812300, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

The buyer motivation was for assemblage to their residential property to the west.



Land Sale No. 2: This July 2011 land sale involved an assemblage parcel of $\pm 3,175$ sf located along the north side of South 2nd Street West. The land was zoned RM2.7 but due to topographical issues was felt to have little value to anyone other than an adjacent property owner.

The confirmed sales price was \$5,000 which indicates **\$1.57/sf**.

The sale was memorialized with a Warranty Deed recorded as Document No. 201110959, a copy of which was reviewed for appraisal purposes and is retained in our office work file.

The buyer motivation was for assemblage to their residential property to the east.

Correlation and Conclusion of Site Valuation:

Having identified and analyzed what we feel are the best sales in the local market for the purposes of this analysis, we must now reconcile the data into an indication of value for the subject property land area. Typically, the data set would be analyzed on a tabulation/adjustment grid in an attempt to recognize and quantify those specific adjustments that are felt to pertain when we compare the comparable sale properties to the subject property. In this case, the data set of two sales neither lends itself nor warrants an adjustment grid. That said, recognizing a slight adjustment upward for size, we have concluded that the information is very supportive of the following value conclusion:

± 1,600 sf at \$1.60/sf = \$2,560, rounded to **\$2,500**.

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions and conclusions;
- We have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;
- We have not performed any services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results;
- Our compensation for completing this assignment is not contingent upon the developing 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 the appraisal;
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *USPAP*;
- We made a personal observation of the property that is the subject of this report; and

- Rhesa E. Sutton Weston, Research Assistant, provided significant real property appraisal assistance to the persons signing this certification;
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- As of the date of this report, Kraig P. Kosena has completed the continuing education program for Designated Members of the Appraisal Institute; and
- As of the date of this report, Megan L. Garland has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

By reason of our investigations, studies, and analyses, an opinion has been formed that the current **market value** of the subject property, as of August 19, 2020, assuming a reasonable marketing time of greater than one year, is as follows:

Two Thousand Five Hundred Dollars

(\$2,500)



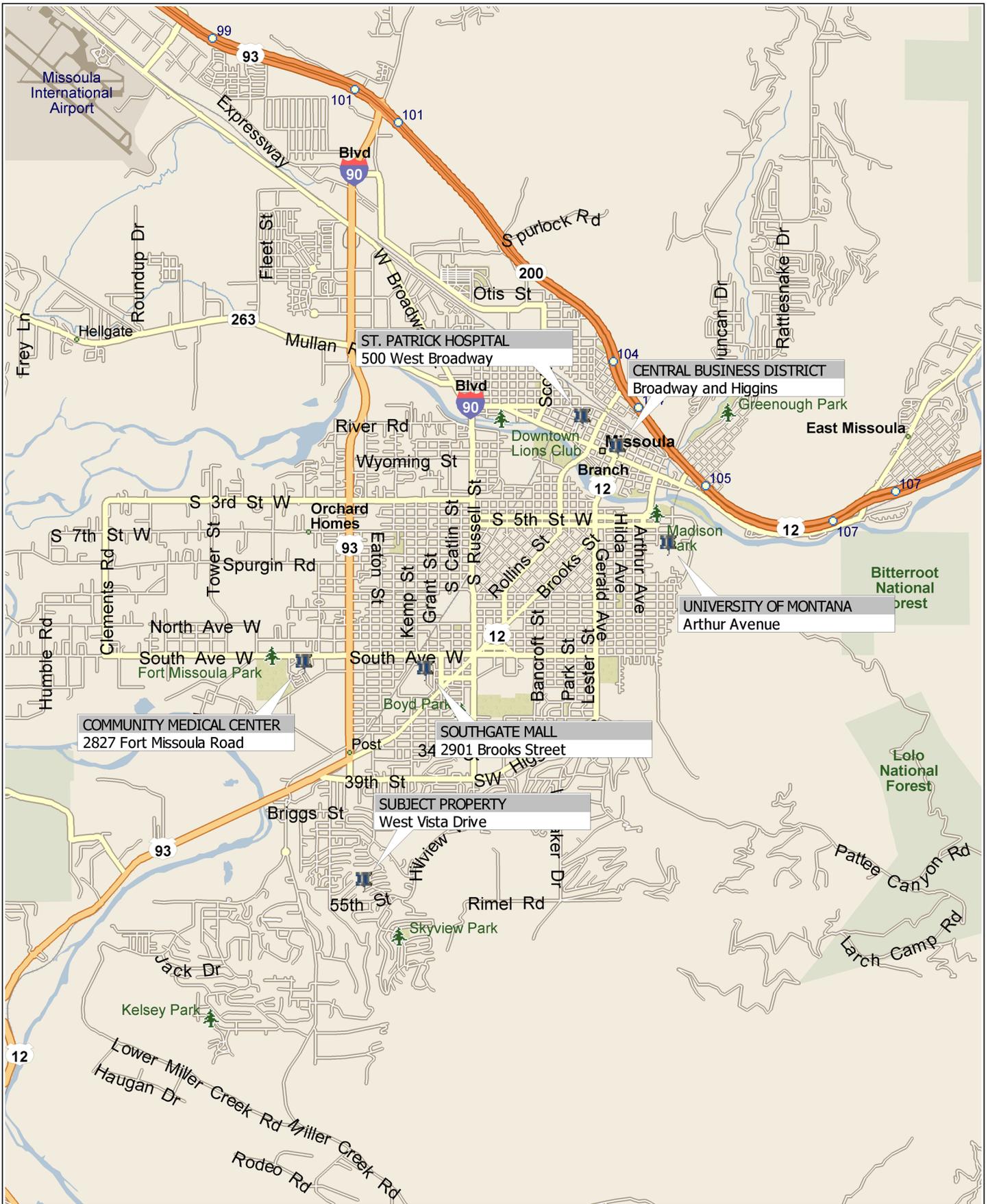
Megan L. Garland, Candidate for Designation
REA-RAG-LIC-9314



Kraig P. Kosena, MAI
REA-RAG-LIC-225

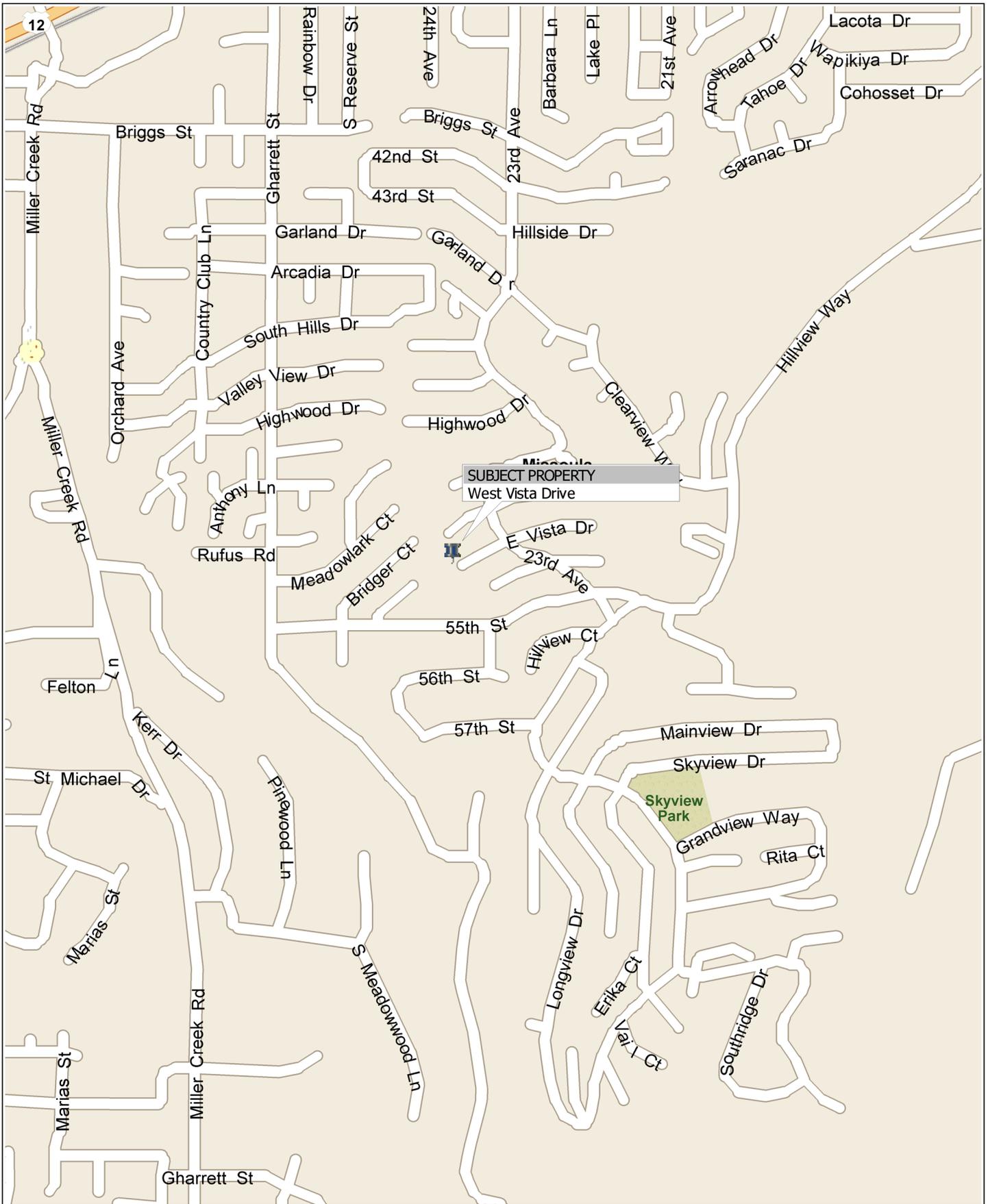
ADDENDA

SUBJECT PROPERTY GENERAL AREA MAP



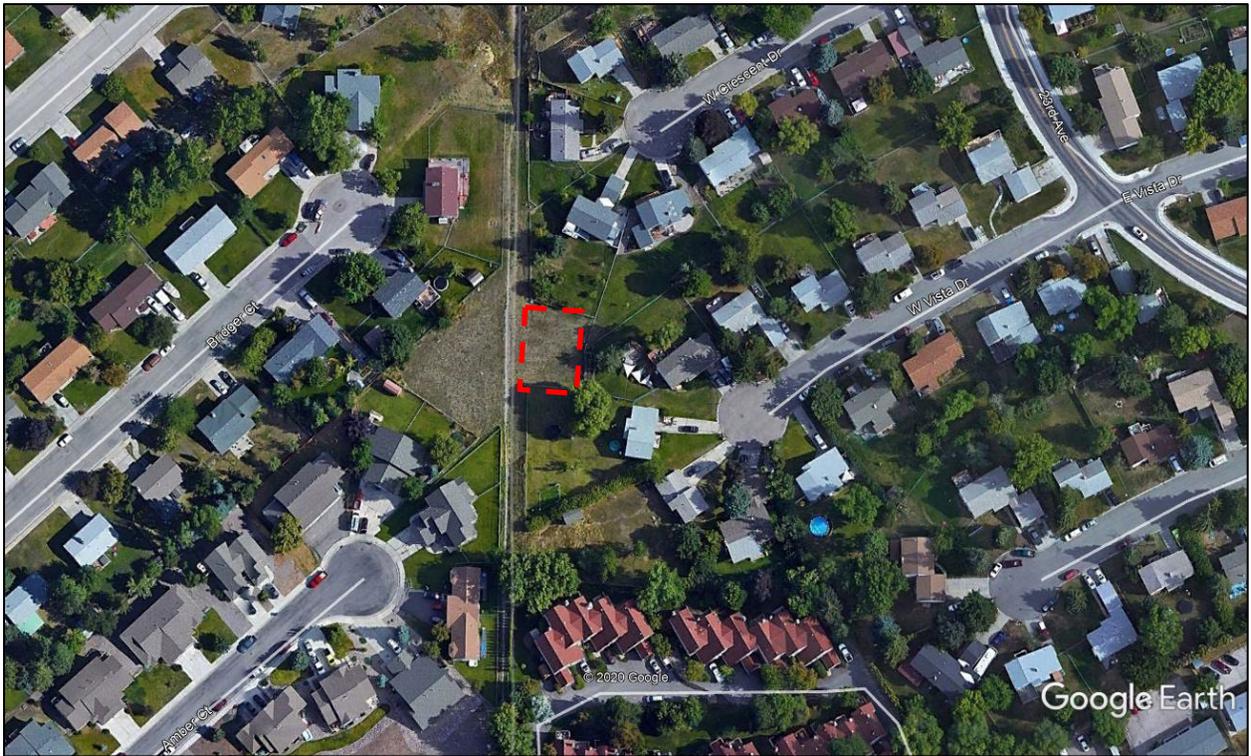
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SUBJECT PROPERTY NEIGHBORHOOD MAP



0 mi 0.1 0.2 0.3 0.4 0.5

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 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



SUBJECT PROPERTY AERIAL PHOTOGRAPH (GOOGLE EARTH)

Subject Property Photographs

Tract 5, Hillview Heights No. 1, Missoula, Missoula County, Montana

Photograph No. 1

Description:

View facing northerly
along easement.

Date Taken:

8/19/20



Photograph No. 2

Description:

Site overview facing
southwesterly.

Date Taken:

8/19/20



Appraiser's Qualifications - Megan L. Garland

Business Experience: Since July 2013 I have been employed by the full-service appraisal and consulting firm of Kembel, Kosena & Company, Inc. in Missoula, Montana. Having begun as a Research Assistant and transitioned to an Appraiser Trainee, I became a Certified General Appraiser in the State of Montana in 2017. I am currently a candidate for designation with The Appraisal Institute working with Kraig P. Kosena, MAI, as my mentor.

In December 2009 I earned a Bachelor of Science Degree in Business Administration with an emphasis in Finance from the University of Montana.

Clients: The following is a partial, representative client list.

Bank of Montana	TrailWest Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Glacier Bank
Stockman Bank	Treasure State Bank

Education: The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana

AI Course	Uniform Standards of Professional Appraisal Practice
AI Course	Basic Appraisal Principles
AI Course	Basic Appraisal Procedures
AI Course	General Appraiser Sales Comparison Approach
AI Course	Real Estate Finance, Statistics Valuation Modeling
AI Course	Online Business Practices and Ethics
AI Course	General Appraiser Income Approach - Part 1
AI Course	General Appraiser Income Approach - Part 2
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Course	General Appraiser Site Valuation and Cost Approach
AI Course	Advanced Income Capitalization
AI Course	General Appraiser Report Writing and Case Studies
AI Course	Quantitative Analysis

AI Course Uniform Appraisal Standards for Federal Land Acquisitions
AI Course Advanced Concepts & Case Studies
AI Course Advanced Market Analysis and Highest and Best Use

Certifications:

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-9314)



State of Montana
Business Standards Division
Board of Real Estate Appraisers

This certificate verifies licensure as:
CERTIFIED GENERAL APPRAISER

REA-RAG-LIC-9314

Status: **Active**
Expires: **03/31/2021**

MEGAN LYNN GARLAND
KEMBEL KOSENA & COMPANY INC
PO BOX 16653
MISSOULA, MT 59808



Montana Department of
LABOR & INDUSTRY
RENEW OR VERIFY YOUR LICENSE AT:
<https://ebiz.mt.gov/pol>

Appraiser's Qualifications - Kraig P. Kosena, MAI

Business Experience: Since June 1996 I have been operating my own full-service appraisal and consulting firm known as Kembel, Kosena & Company, Inc. in Missoula, Montana.

From January 1989 to May 1996 I was employed by R.D. Kembel & Associates, Inc., a full-service real estate appraisal and consulting firm also in Missoula, as an Associate Appraiser. My appraisal work included mainly commercial, agricultural, subdivision, conservation easement, and right-of-way appraisals.

In January 1987 I enlisted in the United States Navy and received an honorable discharge in December 1988.

From May until December 1986 I worked as an Associate Appraiser for R.D. Kembel & Associates, Inc.

Clients: The following is a partial, representative client list.

Bank of Montana	Bitterroot Valley Bank
Farmers State Bank	First Interstate Bank, N.A.
First Security Bank	Garlington, Lohn & Robinson, PLLP
Glacier Bank	Missoula Federal Credit Union
Missoula International Airport Authority	Montana Department of Transportation
Mountain West Bank	Rocky Mountain Bank
Stockman Bank	Sullivan, Tabaracci & Rhoades, PC
Treasure State Bank	US Bank
Washington Trust Bank	Worden Thane, PC

Fee appraising for various other banks, attorneys, and private parties.

Education: The following is a summary of real estate appraisal related educational offerings that I have attended.

Graduate of the University of Montana
Real Estate Fundamentals - University of Montana

AI Course 101	An Introduction to Appraising Real Property
AI Course SPP	Standards of Professional Practice
AI Course 1BA	Capitalization Theory and Techniques, Part A
AI Course 1BB	Capitalization Theory and Techniques, Part B
AI Course 540	Report Writing & Valuation Analysis
AI Course 550	Advanced Applications
AI Course 700	The Appraiser as an Expert Witness
AI Course 833	Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
AI Course	General Appraiser Market Analysis and Highest & Best Use
AI Seminar	Rates, Ratios & Reasonableness
AI Seminar	Non-Residential Demonstration Appraisal Report Writing
AI Seminar	Subdivision Analysis
AI Seminar	Timberland Valuation
AI Seminar	Eminent Domain and Condemnation Appraising
AI Seminar	Small Hotel/Motel Valuation
AI Seminal	Sales Comparison Valuation of Small Mixed-Use Properties
AI Seminar	Litigation Skills for the Appraiser
AI Seminar	Partial Interest Valuation - Divided
AI Seminar	Partial Interest Valuation - Undivided
AI Seminar	Case Studies in Commercial Highest and Best Use
AI Seminar	Regression Analysis in Appraisal: Concepts and Applications
AI Seminar	Appraisal Review
AI Seminar	Uniform Standards for Federal Land Acquisitions (Yellow Book)
AI Seminar	Evaluating Commercial Construction
AI Seminar	The Professional's Guide to the Uniform Residential Appraisal Report
AI Seminar	Business Practices and Ethics
AI Seminar	Appraisal Curriculum Overview (2-Day General)
AI Seminar	Introduction to Valuation for Financial Reporting
AI Seminar	Using Spreadsheet Programs in Real Estate Appraisals
AI Seminar	The Discounted Cash Flow Model: Concepts, Issues and Applications
AI Seminar	Water Rights
AI Seminar	Practical Regression Using Microsoft Excel

Certifications:

Member of the Appraisal Institute (MAI No. 10,933)

Montana Certified General Real Estate Appraiser (Certification No. REA-RAG-LIC-225)

Community Involvement:

Volunteer, Hugh O'Brian Youth Leadership Foundation

Former President, Missoula Exchange Club

Former Member, Board of Directors, Missoula Exchange Club

Former Banquet Committee Volunteer, Rocky Mountain Elk Foundation

Guest Speaker, University of Montana Business School

Court Experience:

I have qualified in State and Federal Court as an expert witness in the matter of real estate valuation.

Other:

Education Chairman, Montana Chapter of the Appraisal Institute

Former President, Montana Chapter of the Appraisal Institute

Former Member, Board of Directors, Montana Chapter of the Appraisal Institute

Ex-Officio Member and Chairman, Montana Board of Real Estate Appraisers (Governor appointment)



State of Montana
Business Standards Division
Board of Real Estate Appraisers

REA-RAG-LIC-225

Status: **Active**
Expires: **03/31/2021**

This certificate verifies licensure as:

CERTIFIED GENERAL APPRAISER

Supervises: DANE WILLEY

With endorsements of:

* *REAL ESTATE APPRAISER MENTOR*

**KRAIG P KOSENA
KEMBEL KOSENA AND CO INC
PO BOX 16653
MISSOULA, MT 59808**



Montana Department of
LABOR & INDUSTRY

RENEW OR VERIFY YOUR LICENSE AT:
<https://ebiz.mt.gov/pol>

**APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY**

DECLARATIONS - MONTANA

Aspen American Insurance Company

(Referred to below as the "Company")
590 Madison Avenue, 7th Floor
New York, NY 10022
877-245-3510

Date Issued	Policy Number	Previous Policy Number
8/21/2020	AAI002470-06	AAI002470-05

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

<p>1. Customer ID: 147463 Named Insured: KEMBEL, KOSENA & COMPANY, INC. Kraig P. Kosena, MAI 432 West Spruce Street, #101 Missoula, MT 59802</p>	
<p>2. Policy Period: From: 09/08/2020 To: 09/08/2021 12:01 A.M. Standard Time at the address stated in 1 above.</p>	
<p>3. Deductible: \$1000 Each Claim</p>	
<p>4. Retroactive Date: 09/08/1999</p>	
<p>5. Inception Date: 09/08/2015</p>	
<p>6. Limits of Liability: A. \$1,000,000 Each Claim B. \$2,000,000 Aggregate Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceeding: \$12,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage</p>	

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):			
Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Residential Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Commercial Property:	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/> (If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/> (If "yes", added by endorsement)

<p>8. Report Claims to: LIA Administrators & Insurance Services, 800-334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101</p>
<p>9. Annual Premium: \$2,109.00</p>
<p>10. Forms attached at issue: LIA002 (04/19) LIA MT (09/19) LIA012 (05/19) LIA164 (05/19) LIA165 (05/19)</p>

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

08/21/2020

 Date

By 

 Authorized Representative

Tract 5 Hillview Heights



RESOLUTION NUMBER _____

A resolution of the Missoula City Council to authorize the sale of the real property located in the City of Missoula consisting of Hillview Heights #1, S06, T12N, R19W, Tract 5 (recording reference Book 7 Micro Page 1476), a platted subdivision in the City of Missoula, Montana, according to the official plat thereof.

WHEREAS, the City owns the property described as Hillview Heights #1, S06, T12N, R19W, Tract 5 (recording reference Book 7 Micro Page 1476), and shown on Exhibit A, attached to this Resolution (the "Property"); and

WHEREAS, the City acquired the Property as part of the condemnation of the assets of Mountain Water Company, and as a result, it is an asset of the City water utility; and

WHEREAS, the City water utility's Facility Needs Assessment determined that the Property is no longer necessary for the utility; and

WHEREAS, the City conducted an appraisal of the Property, which determined the Property to have a market value of \$2,500; and

WHEREAS, the City has received an offer to buy the Property for \$2,600; and

WHEREAS, Section 7-8-4201, Montana Code Annotated, provides that a city may sell, dispose of, donate or lease any property belonging to the city by resolution approved by two-thirds vote of all members of the council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Missoula, Montana, that the Property described above is approved for sale consistent with the buy-sell agreement attached as Exhibit B, and the Mayor is authorized to execute any documents necessary to effectuate the sale of the Property.

BE IT FURTHER RESOLVED that the proceeds from the sale of the Property shall be deposited in the Water Enterprise Fund to be used by the water utility.

PASSED AND ADOPTED this _____ day of _____, 2021.

ATTEST:

APPROVED:

Martha L. Rehbein
City Clerk

John Engen
Mayor

(SEAL)

Exhibit A – Map of Property Location

Exhibit B – Buy-Sell Agreement