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August 9, 2012

Mr. John Grimm  
State Of Montana Department Of Natural Resources & Conservation  
P.O. Box 201601  
Helena, Montana 59620-1601

Re: Sale #684, Approximately 12.00 Acres  
Part Of Lots 4 & 5 In Section 14, Township 17 North, Range 26 West  
Mineral County Montana

Dear John,

At your request, I have prepared the attached appraisal, in summary format, of the above referenced property, more particularly described in the accompanying report.

The purpose of the appraisal is to provide an opinion of market value of the property, under Fee Simple ownership and under the Hypothetical Condition that the Wood Gulch Repository improvements are not in existence.

I, Brandon Holmes, have personally viewed the property on June 18, 2012 and have gathered all the data I considered necessary to arrive at the opinion of value conclusion.

The results of my investigation and analyses are contained within the accompanying report of 28 pages (including introduction), together with three additional exhibits in 26 pages of addenda.

Respectfully submitted,



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Appraiser  
Brandon D. Holmes, Associate Member of the Appraisal Institute  
Montana Certified General #836

**SUMMARY REPORT**

**Sale #684, Approximatly 12.00 Acres  
Part Of Lots 4 & 5 In Section 14, Township 17 North, Range 26  
West  
Mineral County Montana**

**Prepared For:**

State Of Montana Department Of Natural Resources & Conservation  
P.O. Box 201601  
Helena, Montana 59620-1601

**Prepared By:**

Brandon D. Holmes, Associate Member of the Appraisal Institute  
Holmes Real Estate Appraisal Co.  
P.O. Box 556  
Stevensville, MT 59870

**As Of:**

June 18, 2012

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### **Summary of Important Facts and Conclusions**

**Location:** The subject is located approximately three miles north of Superior along Flat Creek Road.

**Identification of the Property:** The property is described as a 12.00 acre tract of land as a part of Lots 4 and 5 in Section 14, Township 17 North, Range 26 West, Mineral County, Montana.

**Date of Valuation:** June 18, 2012

**Client:** State Of Montana Department Of Natural Resources & Conservation

**Intended Use:** To assist in the decision making process concerning the potential sale of said subject property.

**Extraordinary Assumptions and Hypothetical Conditions:** This appraisal is not based upon an Extraordinary Assumption but is based upon the Hypothetical Condition that the repository development is not in existence and that there are no improvements on the subject property.

**Property Rights Appraised:** Fee Simple ownership under the Hypothetical Condition that the Wood Gulch Repository development is not in existence

**Physical Description of the Site:** 12.00 acres. The tract is irregular shaped and has Flat Creek Road frontage along the southeast boundary. The center portion of the tract is level and at road grade while the outer edges are steep uphill (to the north) and downhill (to the south, west and east) grades. Outside the flood zone.

**Physical Description of the Improvement:** None

**Zoning:** The property is not subject to any zoning regulations.

**Property Taxes:** None

**Highest and Best Use:** Highest and Best Use - As Improved is to remain vacant.

#### **Value Indications and Final Opinion of Value:**

Sales Comparison Approach: \$30,000

### **General Assumptions and Limiting Conditions**

This appraisal report had been made with the following general assumptions and limiting conditions as outlined in *The Appraisal of Real Estate, Thirteenth Edition*:<sup>1</sup>

#### General Assumptions:

- No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- Responsible ownership and competent property management are assumed.
- The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- All engineering studies are assumed to be correct. The plot plans and illustrative materials in this report are included only to help the reader visualize the property.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
- It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
- It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a non-conformity has been identified, described, and considered in the appraisal.
- It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
- It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

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<sup>1</sup> *The Appraisal of Real Estate, Thirteenth Edition*; Appraisal Institute, 2008, pg 580 – 581.

- Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge or the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field if desired.
- No official survey was furnished, so the appraiser used the acreage amount within the Appraisal Instructions as the acreage of the property. Should a survey prove this information to be inaccurate, it may be necessary for this appraisal to be adjusted.
- The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.

General Limiting Conditions:

- Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings most not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication.
- The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- Any opinions of value provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the opinion of value, unless such proration or division of interests has been set forth in the report.
- The American with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the

requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

### **Appraiser's Certification**

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have not performed appraisal services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My acceptance of this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person 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 Appraisal 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, I Brandon Holmes have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.



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Appraiser

Brandon D. Holmes, Associate Member of the Appraisal Institute  
Montana Certified General #836



### **Scope and Description of the Appraisal Process**

The appraisal process consisted of data collection, description, analysis, and an opinion of valuation of the property.

The appraisal process included a physical, on-site viewing of the site and the improvements. Data was gathered relative to the general area, neighborhood, and history of the property, legal identification of the property, physical description of the property, taxes and zoning.

An analysis of the highest and best use was made relative to the property as vacant and as improved.

The value of the land was analyzed by direct comparison with four sales and one listing of vacant land sales relative to the subject.

The Cost and Income Approaches to value were not included in the analysis due to the lack of improvements and the lack of substantial income potential.

Finally, an opinion of market value was set forth for the subject as though vacant as per assignment conditions and based upon a Hypothetical Condition. This appraisal is reported in a summary format.

### **Objective of the Appraisal, Date of Valuation and Definition of Market Value**

The objective of this appraisal is to form an opinion of market value of the subject property in Fee Simple ownership under the Hypothetical Condition that the Wood Gulch Repository development is not in existence as of June 18, 2012.

Market value, as used in this report, is defined as:

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

- The buyer and seller are typically motivated.
- Both parties are well informed or well advised, and acting in what they consider their own best interests.
- A reasonable time is allowed for exposure in the open market.

- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- 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.<sup>2</sup>

Furniture, fixtures and personal property items (FF&E), and business intangibles were not included in the appraisal. The market value opinion is based upon a cash equivalent sale. All non-cash equivalent sales and listings analyzed were discounted to a cash equivalency, based on the market evidence of the effect on value.

### Exposure Time

1. The time a property remains on the market.
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; a retrospective estimate based on an analysis of past events assuming a competitive and open market. *See also* marketing time.<sup>3</sup>

The projected exposure time of 200 days is considered to be from the time the property is actively listed until the time a purchase agreement is closed. The exposure time is based on Multiple Listing Service statistics, which indicated an average three year median exposure time of approximately 197 days for land properties sold in the Nine Mile, Alberton, Fish Creek and Superior to the state line areas.<sup>4</sup>

### 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. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) *See also* exposure time.<sup>5</sup>

The projected marketing time is expected to be the same as or slightly longer than the Exposure Time, dependant upon market conditions.

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<sup>2</sup> 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. Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute), 2010.

<sup>3</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).

<sup>4</sup> Missoula Organization of Realtors Multiple Listing Service; MLS Areas 80 D-G; land properties.

<sup>5</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).

### **Use and User of the Appraisal**

The appraisal is intended to be used in the decision making process concerning the potential sale of said subject property. The intended user of the appraisal report is the client – State Of Montana Department Of Natural Resources & Conservation.

### **Identification of the Property**

The property has no legal address or description and is located as a Part Of Lots 4 & 5 In Section 14, Township 17 North, Range 26 West, Mineral County Montana and is known as Sale #684, Approximately 12.00 Acres.

The property is described as a 12.00 acre tract of land as a part of Lots 4 and 5 in Section 14, Township 17 North, Range 26 West, Mineral County, Montana.

The subject tract is a part of the following parcel:

Geocode: 54263114101030000

Assessor Number: 29999999

### **History of the Property**

On December 12, 2010 the United States of America granted to the State of Montana Department of Natural Resources and Conservation 2,483.75 acres of which the subject property was included.<sup>6</sup> 127.20 acres transferred for \$1,455.00 per acre.<sup>7</sup>

### **Neighborhood Data**

The subject neighborhood is considered the forested area north of Superior. The subject is located approximately three miles north of Superior. Most of the property near the subject is state or federal owned land. There is the exception of two tracts of land to the east of the subject; one

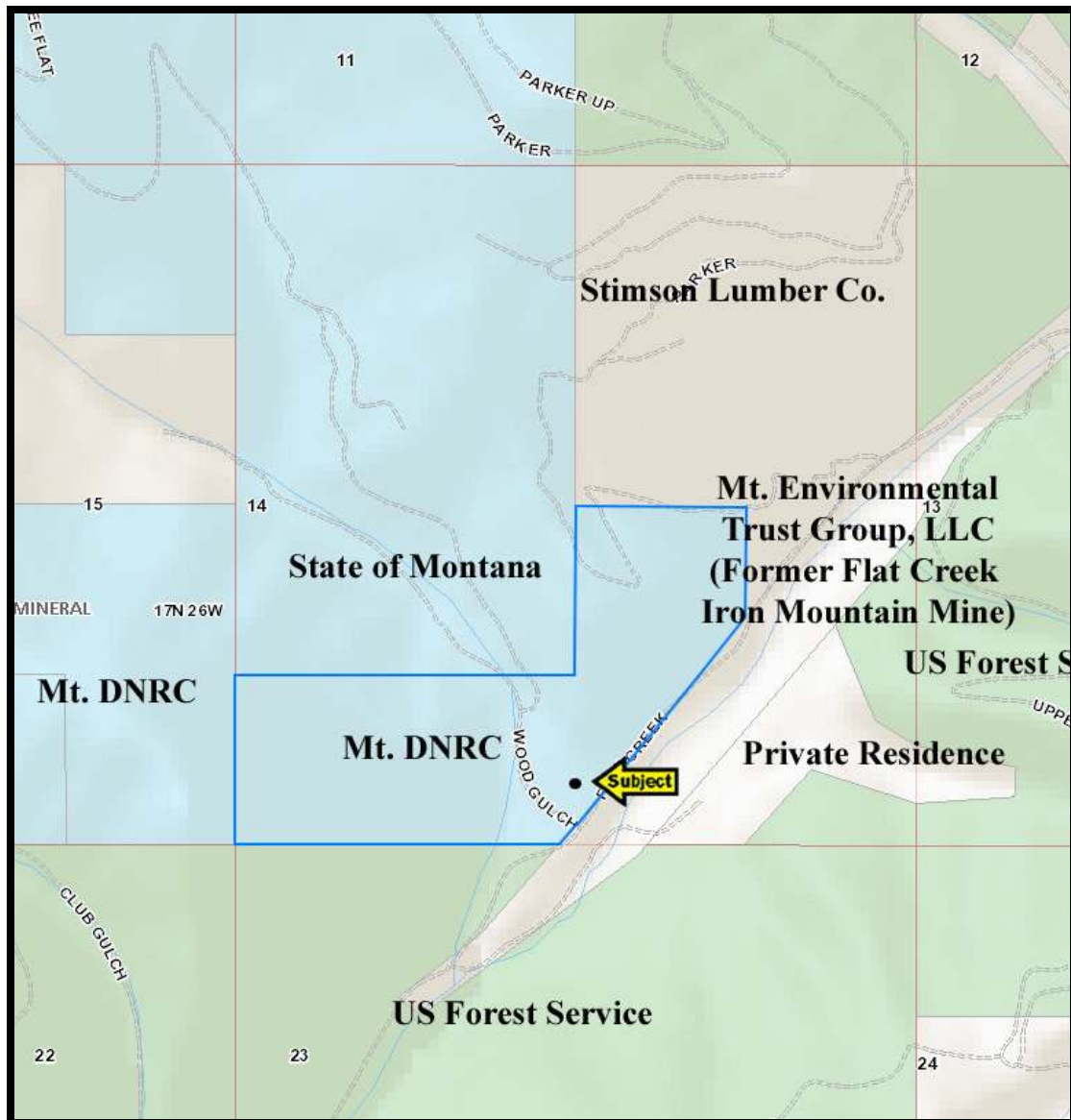
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<sup>6</sup> Patent Number 25-2011-004; Mineral County Recording Document Number 107370.

<sup>7</sup> John Grimm; Mt. DNRC.

is the former Flat Creek Iron Mountain Mine site which is owned by a private entity. The other tract is a private owned tract with a residence.

Surrounding Property Ownership Map



### Aerial Image of Surrounding Properties



The former Flat Creek IMM site is now a super fund site due to contamination from the operation of the mine. This contamination is also along Flat Creek to the south and within Superior. Currently the Environmental Protection Agency (EPA) and the Montana Department of Environmental Quality (MDEQ) is focusing on the remediation of the City of Superior; after that the former mine site will be addressed. After interviewing Daryl Reed with the MDEQ it was determined that there are no definite dates set for the investigation of the site; it could be in 2013 or 2014. The start of the cleanup could be three to five years out.

Flat Creek Road is along the eastern boundary of the subject site and runs approximately north and south north of Superior. Flat Creek road is paved to a point just north of Superior and from there it is gravel. County maintenance ends approximately two miles north of Superior and approximately three-quarters of a mile south of the subject.



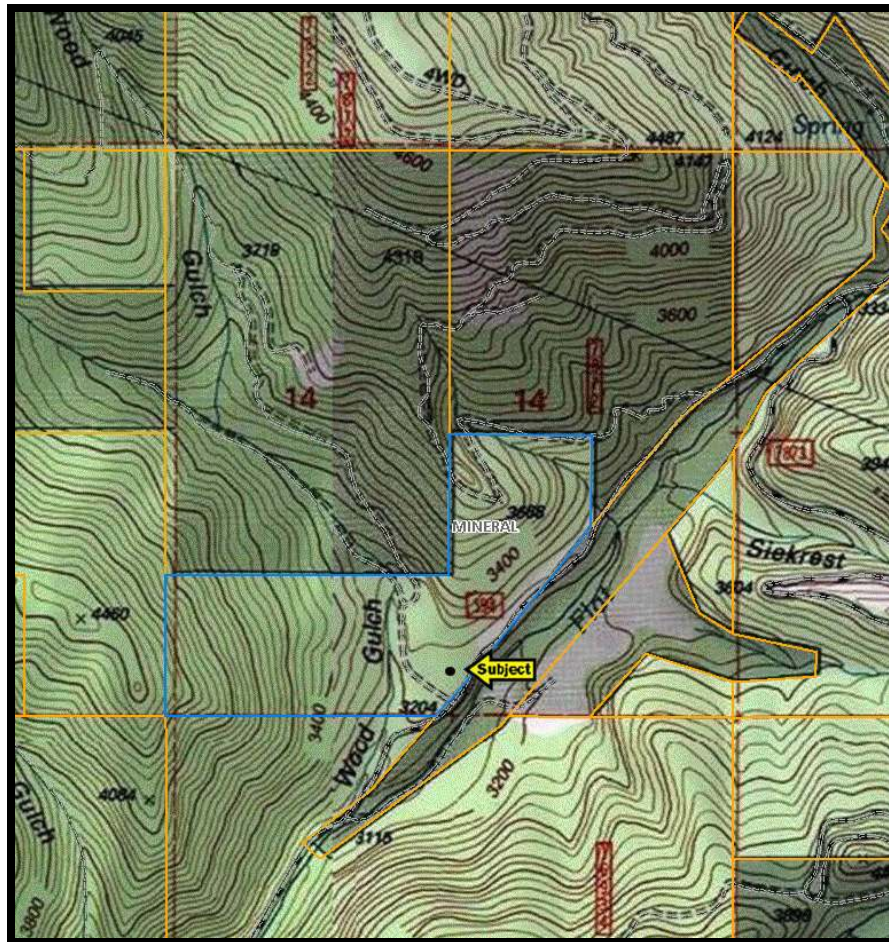
It was noted that above ground power lines end at approximately 1.10 miles north of Superior and goes underground from there and ends at the private residence.<sup>6</sup> Telephone lines were also to this point.

Other than the private residence and the developments on the northern boundary of the City of Superior, there are no other residential or commercial developments along Flat Creek Road.

The Montana Tech Ground Water Information Center (GWIC) did not indicate any recorded wells in the subject section. It is assumed that the private residence does have water on some capacity either from a well or the creek. This property is also substantially lower than the subject which may make obtaining water on the subject property hard to impossible.

As seen below within the Neighborhood Topography Map there are two areas of which are mostly flat and have the possibility of development. These areas are most of the subject tract and the two properties adjacent to the subject to the east of which one was a mine and the other is a private residence.

#### Neighborhood Topography Map



<sup>6</sup> NorthWestern Energy estimator Jim York.

The following details the City of Superior:

Superior, which has a population of 812<sup>7</sup>, is the county seat of Mineral County. Most of Superior is bound by Interstate 90 to the south and Mullan Road to the north. The Clark Fork River runs east and west along the northern portion of the city.

The River Street and Mullan Road (northern Superior) Traffic Counts are as follows:<sup>8</sup>

River Street (south of Mullan Road & north of the Clark Fork River)

<b>Year</b>	<b>Average Automobile Daily Traffic</b>
2009	2,410 E
2010	2,550 E
2011	1,840 A

Mullan Road West (west of intersection with River Street)

<b>Year</b>	<b>Average Automobile Daily Traffic</b>
2009	980 E
2010	1,040 E
2011	690 A

Residential use properties consist of the majority of the land use in Superior. The commercial properties are mostly located along the main north/south arterial (River Street) and Mullan Road. Mullan Road is the main east/west arterial providing access to properties on the north side of the Clark Fork River and to the rural properties.

Along with the commercial use properties, there are also areas of vacant land providing for future growth in the city.

Public water and sewer services the city along with power and telephone. Sheriff and volunteer fire protection also service the area. Mineral Community Hospital is located on the southeast end of Superior along with the Superior High School and Elementary School. There are several parks throughout the city.

Continual maintenance and upgrading is evident throughout with other properties being vacant and dilapidated. There is limited evidence of new construction.

The local realtor, George Spangler indicated that residential foreclosures are on the rise and residential properties are decreasing in value. Most of the residents are employed locally in Superior and St. Regis with very few people commuting to Missoula. The main employers are

<sup>7</sup> 2010 Census.

<sup>8</sup> Montana Department of Transportation; Site ID 31-2-9 and 31-2-8.

the County of Mineral County, the schools, the hospital, Eureka Pellet and Tricon Timber. After speaking with George and other local residents Eureka Pellet and Tricon are in the process of laying off more employees down to a skeleton crew.

The EPA is in the beginning stages of remediating the City of Superior of lead and arsenic pollution from the Iron Mountain Mine located north of Superior up Flat Creek Road. The EPA declared Superior a federal Superfund Site on September 23, 2009.<sup>9</sup>

As seen below, 2009 saw a drastic reduction in number of residential property sales and median sale price.

### **Superior Residential Sales**

<b>Year</b>	<b># Sales</b>	<b>Median Sale Price</b>
2007	25	\$150,000
2008	19	\$150,000
2009	9	\$129,900
2010	13	\$100,000
2011	19	\$127,736

The entire reduction is not due to the EPA designation, some of the reduction is also attributed to the national economy. The 2011 prices are back up to the 2009 prices and the number of sales are up; this might indicate that buyers are not entirely concerned with the EPA superfund issue.

After speaking with Tim Read it was determined that currently there are no restrictions on selling or buying contaminated properties in superior.

The outlook for Superior is quite neutral due to the employment situation (no new jobs on the horizon and potential job cuts), the uncertainty in the future of the development of the downtown area in the FEMA Flood Zone A along with the potential negative stigmatism from being labeled a federal superfund site.

### **Description of the Land**

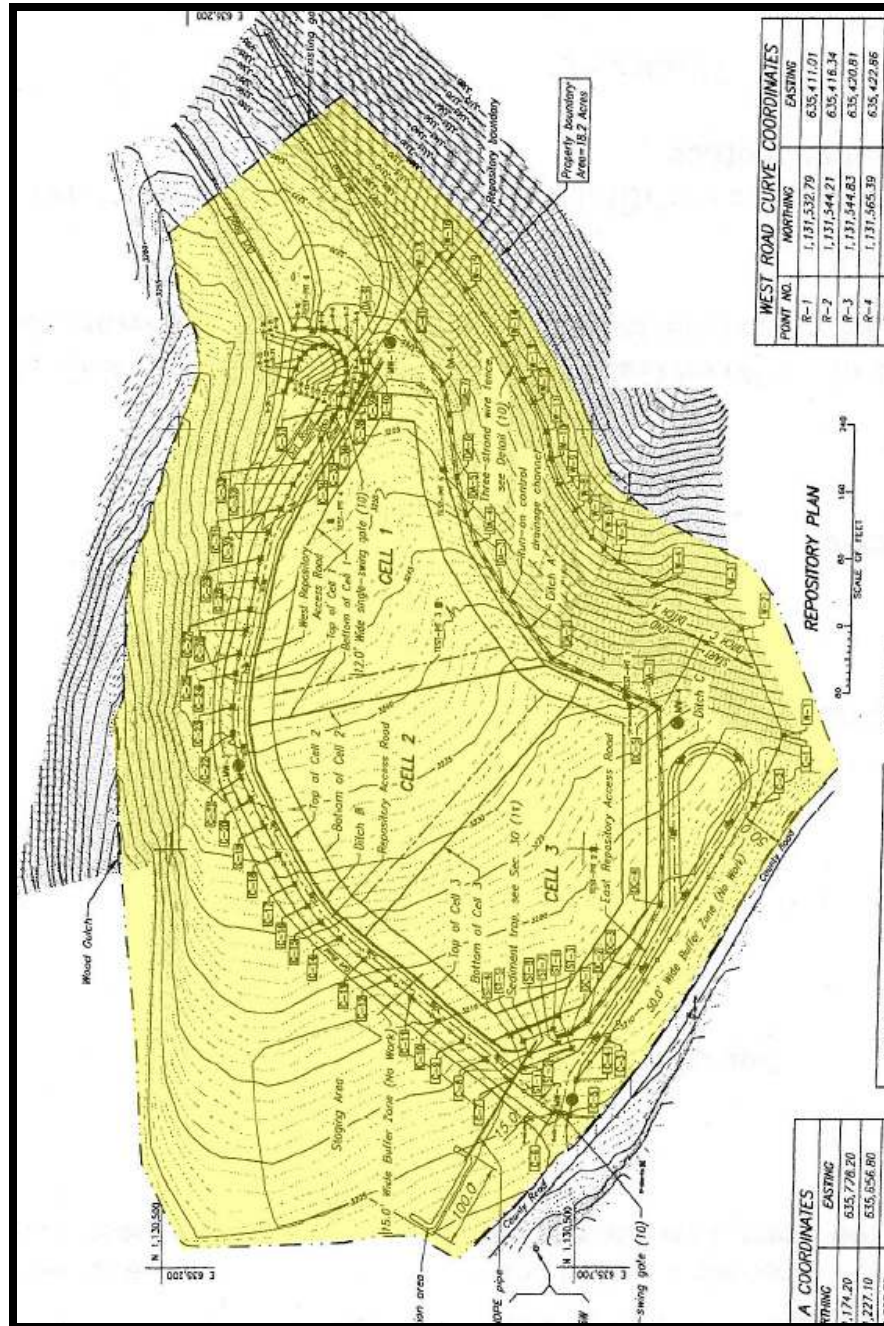
The subject is located approximately three miles north of Superior. As seen below (within the Subject Survey) the tract is irregular shaped and has Flat Creek Road frontage along the southeast boundary.

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<sup>9</sup> See portions of the USEPA Remedial Investigation Report and Figures dated September 15, 2011 in Exhibit IV of the Addenda. This report was obtained online from the USEPA website.



Subject Survey and Topography Drawing<sup>10</sup>



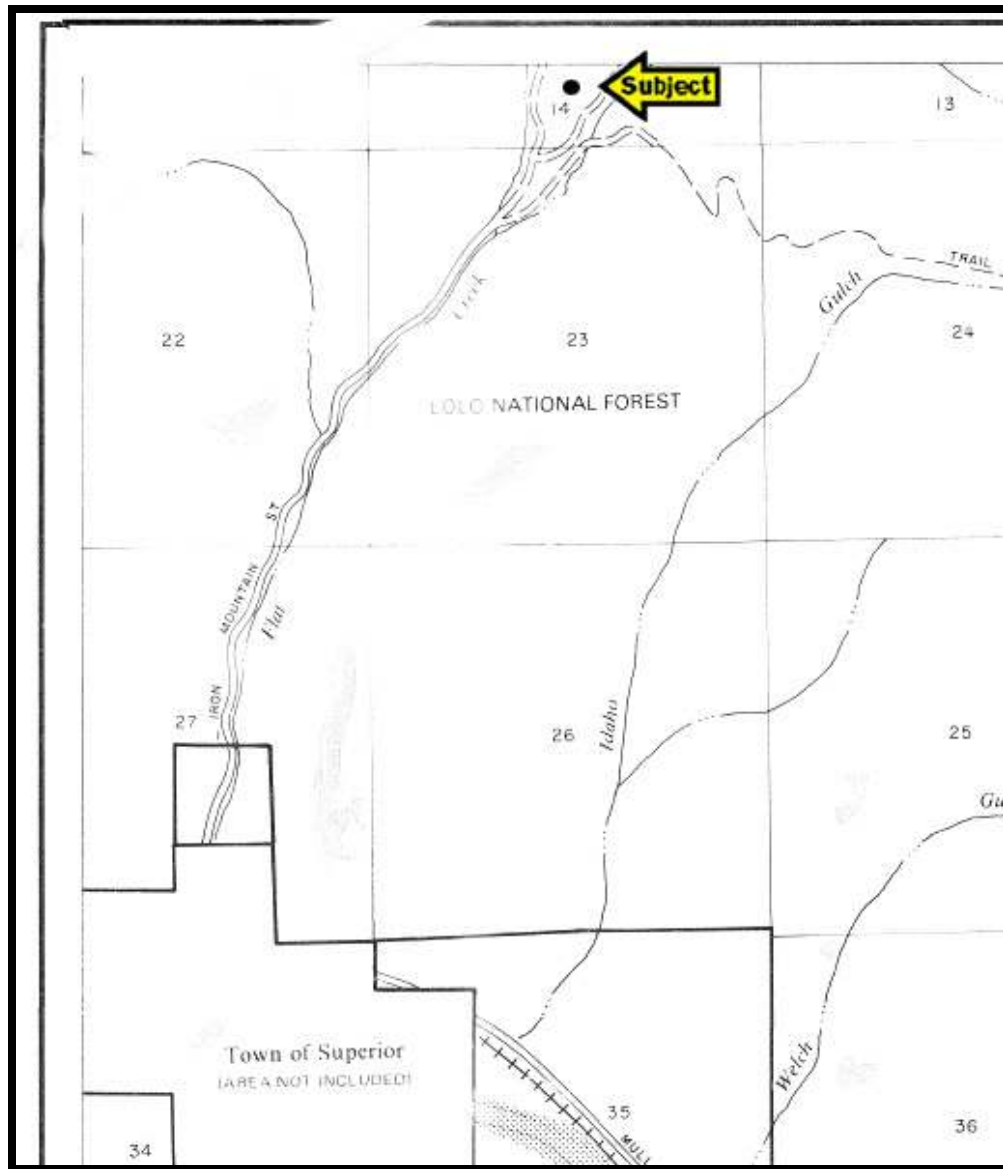
In addition, there is another dirt road within the interior of the property; this road is called Wood Gulch Road on the Montana Cadastral Site. Wood Gulch Road leads to two other roads of which do not look to be heavily used.

<sup>10</sup> Unofficial drawing.

Subject Tract Aerial Image



For the purposes of this appraisal as per the Appraisal Instructions, the subject has a gross and net area of 12.00 acres.

Flood Map Panel

As seen above within the Subject Survey and Topography Drawing, the center portion of the tract is level and at road grade while the outer edges are steep uphill (to the north) and downhill (to the south, west and east) grades. There was no apparent fill or sub-soil problems noted. No major drainage problems were noted. The site is located in Zone X (outside of flood zone).<sup>11</sup> See FEMA Flood Map Panel above.

With the exception of the Wood Gulch Road through the tract there were no adverse easements or encroachments observed. No adverse environmental conditions were noted on the tract. As fore mentioned, the former Flat Creek IMM site is now a super fund site due to contamination from

<sup>11</sup> FEMA Panel 3001590010B; Effective Date 11/1/1996.

the operation of the mine. The clean up of the site is not expected to begin for several years but it is an adverse environmental condition in the immediate vicinity of the subject property. The subject property is substantially higher in elevation than the superfund site and as of the date of the appraisal is not being affected by the mine site. However, no environmental assessment was furnished to or reviewed by the appraiser.

The property does not have power, telephone, water, sewer or gas services. It is estimated that the power is 0.286 miles (1,500 lineal feet) from the subject tract. The NorthWestern Energy estimator indicated that as long as the power lines are easy to get to and there are no easement issues it would cost approximately \$14.00 per lineal foot to get power to the subject site. This brings the estimated cost to get power to the site to \$20,000.

For the purposes of this appraisal the property will be appraised as if it were covered in trees (see Subject Tract Aerial Image) just as it was prior to the development of the repository.

### **Description of the Improvements**

Based upon the assignment conditions and the Hypothetical Condition below, there are no improvements on the subject property.

### **Zoning Data**

The property is not subject to any zoning regulations.

### **Extraordinary Assumptions and Hypothetical Conditions**

This appraisal is not based upon an Extraordinary Assumption but is based upon the Hypothetical Condition that the repository development is not in existence and that there are no improvements on the subject property. If found contrary this could have an effect on the value of the subject property.

### **Tax Data**

Since the subject property is owned by the State of Montana no taxes are paid on the property.

### **Highest and Best Use Analysis**

Highest and best use may be defined as:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value.<sup>12</sup>

#### **Highest and Best Use – As Vacant**

Highest and Best Use – As Though Vacant is defined as:

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.<sup>13</sup>

#### **Legal Permissibility**

The property is not governed by any zoning regulations therefore it can be used however anyone pleases.

#### **Physical Possibility**

There are no utilities to the property and water and power is expected to be exceptionally hard and costly to obtain. The property is physically adequate (basically level topography, adequate size and shape, adequate drainage and soil structure) to support nearly all legal anticipated uses of the site.

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<sup>12</sup> *The Dictionary of Real Estate Appraisers*, Fifth Edition, Appraisal Institute, 2010.

<sup>13</sup> *The Dictionary of Real Estate Appraisers*, Fifth Edition, Appraisal Institute, 2010.

### Financial Feasibility

Due to the lack of utilities and the evidence of no residential or commercial development along Flat Creek Road no development is considered to be financially feasible for the subject property.

### Maximum Productivity

As vacant, a Legally Permissible, Physically Possible, and Financially Feasible development utilizing the entire site provides for maximum productivity of the site.

### Conclusion

As a result of the four tests, the highest and best use of the subject site as vacant is to keep vacant for the possibility of minimal timber income and or as a recreation (hunting, private camping, etc.) property.

### **Highest and Best Use – As Improved**

Highest and Best Use – As Improved is defined as:

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.<sup>14</sup>

As a result of the preceding analysis and of the definition of Highest and Best Use – As Improved it can be reasonable to say the Highest and Best Use - As Improved is to remain vacant.

### **Sales Comparison Approach**

Several sales of vacant land sales near Superior and St. Regis were found and analyzed. Four sales and one listing, considered comparable to the subject, were used. The details of the comparable properties are summarized below within the Land Sales Summary and Adjustment Grid.<sup>15</sup>

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<sup>14</sup> *The Dictionary of Real Estate Appraisers*, Fifth Edition, Appraisal Institute, 2010.

<sup>15</sup> See Land Sale Data Sheets in Exhibit II of the Addenda.



Land Sale 1 and Land Listing 1 are properties located in a more populated areas. These areas have several wells and have good access to power and phone services. They are developed with residential properties and are considered to be superior to the subject.

Land Sale 2 is a property that has limited use due to its steep slope on both sides of Pardee Creek Road. This property has seasonal access via a forest service road to the top; due to its lack of use it is far inferior to the subject.

Land Sales 3 and 4 are properties located close to each other northeast of St.Regis. Again, in this area there is evidence of several wells in the area, power is via generators or propane. Due to the unknown ability of getting water to the subject these properties are considered superior to similar to the subject.

### **Land Sale Summary and Adjustment Grid**

<b>Element</b>	<b>Subject</b>	<b>Land Sale 1</b>	<b>Land Sale 2</b>
<b>Location</b>	Wood Gulch Repository Land	54 Sunrise Cr. Rd.	NHN Pardee Cr. Rd.
	Superior	Superior	Superior
<b>Sale Price</b>		\$95,000	\$39,000
<b>Sale Date</b>		Jul-11	Jul-12
<b>Verification</b>		20112591	506640
<b>Real Property Rights Conveyed</b>	Fee Simple	Fee Simple	Fee Simple
Adjustment			
<b>Financing</b>	Assumes Cash	Cash	Cash
Adjustment			
<b>Conditions of Sale</b>	Arm's Length	Arm's Length	Arm's Length
Adjustment			
<b>Expenditures Immediately after Purchase</b>	None	None	None
Adjustment			
<b>Market Conditions (Years)</b>	Current	1.02	0.00
Adjustment		\$0	\$0
<b>Adjusted Sale Price</b>		<b>\$95,000</b>	<b>\$39,000</b>
<b>Area (Acres)</b>	12.00	10.13	40.06
<b>Adjusted Sale Price/Acre</b>		<b>\$9,382</b>	<b>\$974</b>
<b>Road Exposure</b>			
Adjustment			
<b>Qualitative Adjustments</b>			
<b>Use due to Location &amp; Topography</b>	Recreation; Flat	Residential	Recreation; Steep
Adjustment (Weight 25%)		Superior	Inferior
<b>Possibility of Well (Wells in Area)</b>	Limited/None	Good	Limited/None
Adjustment (Weight 50%)		Superior (++)	Similar
<b>Distance to Town (Approximations)</b>	3.5 Miles; Gravel	12 Miles; Paved	4 Miles; Gravel
Adjustment (Weight 25%)		Superior	Similar
<b>Overall Comparability</b>		<b>Far Superior</b>	<b>Far Inferior</b>
<b>Indicated Adj. Price/Acre</b>		<b>\$9,382</b>	<b>\$974</b>
Land Comp. Record Number		104	105

**Land Sale Summary and Adjustment Grid (continued)**

<b>Element</b>	<b>Land Sale 3</b>	<b>Land Sale 4</b>	<b>Land Listing 1</b>
<b>Location</b>	NHN South Seven Mile Cr.	4 View Lane	75 Rimalong Ln.
	St. Regis	St. Regis	Superior
<b>Sale Price</b>	\$80,000	\$50,000	\$50,000
<b>Sale Date</b>	Apr-12	Jul-12	Jul-12
<b>Verification</b>	905631 & 905627	20124008	20117617
<b>Real Property Rights Conveyed</b>	Fee Simple	Fee Simple	Fee Simple
Adjustment			
<b>Financing</b>	Cash	Cash	Cash
Adjustment			
<b>Conditions of Sale</b>	Arm's Length	Arm's Length	Arm's Length
Adjustment			
<b>Expenditures Immediately after Purchase</b>	None	None	None
Adjustment			
<b>Market Conditions (Years)</b>	0.24	0.01	0.00
Adjustment	\$0	\$0	-\$7,500
<b>Adjusted Sale Price</b>	<b>\$80,000</b>	<b>\$50,000</b>	<b>\$42,500</b>
<b>Area (Acres)</b>	40.00	20.00	15.52
<b>Adjusted Sale Price/Acre</b>	<b>\$2,000</b>	<b>\$2,500</b>	<b>\$2,738</b>
<b>Road Exposure</b>			
Adjustment			
<b>Qualitative Adjustments</b>			
<b>Use due to Location &amp; Topography</b>	Recreation	Recreation	Residential
Adjustment (Weight 25%)	Similar	Similar	Superior
<b>Possibility of Well (Wells in Area)</b>	Good	Good	Good
Adjustment (Weight 50%)	Superior (++)	Superior (++)	Superior (++)
<b>Distance to Town (Approximations)</b>	6 Miles; 1 Mile Gravel	7 Miles; 2 Miles Gravel	12 Miles; 3.5 Gravel
Adjustment (Weight 25%)	Inferior	Inferior	Inferior
<b>Overall Comparability</b>	<b>Superior/Similar</b>	<b>Superior/Similar</b>	<b>Superior</b>
<b>Indicated Adj. Price/Acre</b>	<b>\$2,000</b>	<b>\$2,500</b>	<b>\$2,738</b>
Land Comp. Record Number	106	107	108

**Real Property Rights Conveyed**

All the sales are Fee Simple transactions.

**Financing**

The sales were all considered to be at cash or cash equivalent sale prices. Hence, no adjustments were made for financing.



Conditions of Sale

There are no known Conditions of Sale pertaining to the comparable properties. Therefore, no adjustment will be made for conditions of sale.

Expenditures Made Immediately after Purchase

There are no known Expenditures Made Immediately after Purchase pertaining to the comparable properties. Therefore, no adjustments were made.

Market Conditions Adjustment Analysis

Since all of the land sales have occurred within the last year or so no adjustment will be made for market conditions.

Listing Adjustment

A listing adjustment, of -15.0%, was made to the listing to reflect what the sale price might be when sold. The adjustment was based upon the listing price to sale price discount of the comparable sales used within this analysis.

<b>Land Sale</b>	<b>Discount</b>
LS 1	9.5%
LS 2	7.3%
LS 3	23.8%
LS 4	28.5%
Average:	17.3%
Median:	16.7%

LS 3 and 4 indicate a discount substantially higher than LS 1 and 2; the average and median discount point to approximately 15.0%. This adjustment is reflected in the adjusted price of comparable land listing within the preceding Land Sales Summary and Adjustment Grid.

Qualitative Adjustments

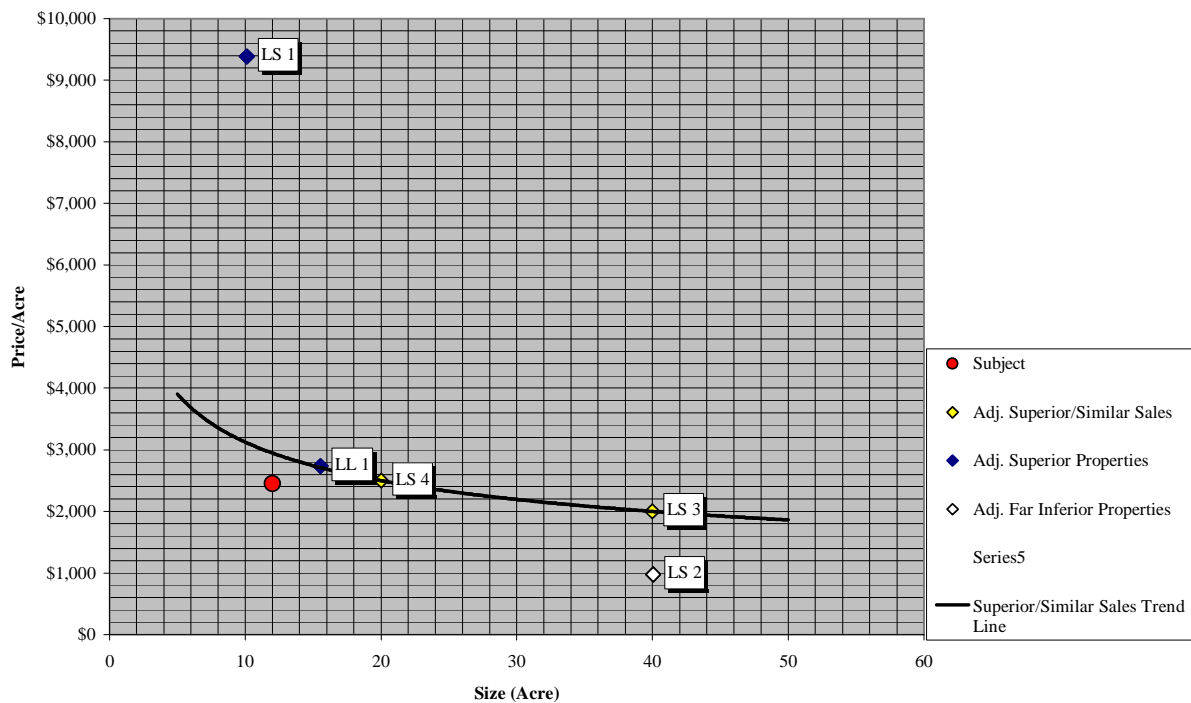
Qualitative Adjustments rate the comparables as superior, similar or inferior relative to the subject. The elements of comparison are Location & Topography, the Possibility of a Well (Wells within the Area) and Distance to the nearest Town. Of the three qualitative adjustments, Possibility of Well was given most weight and limited weight given to the remaining factors.

### Price Per Acre Analysis

After adjusting for market conditions, the sales (excluding the far superior LS 1 and the far inferior LS 2) indicated a range of Market Condition Adjusted Price/Acre values from \$2,000 to \$2,738.

After considering qualitative and quantitative factors, in the comparison of the sales to the subject, the sales were graphed by site size and adjusted price per acre as set forth below on the Adjusted Land Sales Chart below. Generally land sales indicated lower values per acre for the larger properties and higher values per acre as site sizes decrease.

**Adjusted Land Sales & Listings Chart**



As previously mentioned, LS 3 and 4 are superior/similar to the subject. This means that they are the most similar land sales found but after looking at qualitative factors they are determined to be slightly superior to the subject. Land Sale 2 is far inferior to the subject; the price per acre difference between LS 3 and LS 2 is \$1,026 (\$1,000 rounded). The trend line indication at the subject size is \$2,950 per acre. It is considered reasonable that 50% of the per acre difference between LS 3 and 2 (\$500) can be deducted from the subject trend line indication in order to obtain a market derived per acre price for the subject. This takes into account the differences in the sales relative to the subject in addition to land size.

After deducting \$500 per acre from the subject trend line indication, a price per acre of \$2,450 is derived for the subject twelve acres.

### Conclusion

After applying the \$2,450 per acre to the subject area the following opinion of land value is produced:

Indicated Land Value (12.00 Acres x \$2,450/Acre):	\$29,400
Rounded Land Value Opinion:	<b>\$30,000</b>

### Cost Approach Analysis

Since there are no improvements this approach to valuation will not be utilized.

### Income Approach

Due to the small size of the tract resulting in a small amount of timber there is no income incentive to the subject tract. Therefore, this approach to valuation will not be utilized.

### Reconciliation and Final Opinion of Value

#### Fee Simple Opinion of Value – As Is

The Sales Comparison Approach valued the subject by direct comparison with four sales and one listing of comparable land sales near Superior and St. Regis. All of the sales have occurred within or just beyond the past year. The Sales Comparison Approach analyzed the sales on a price per acre basis along with qualitative and quantitative factors. A weakness of this approach is the lack of wholly comparable land sales and finding matched pair sales to support the qualitative adjustments for a quantitative adjustment. The strength of this approach is that the analysis performed is well supported and considered logical.

The Cost and Income Approaches to value were not included in the analysis due to the lack of improvements and the lack of substantial income potential.

The value indication from the Sales Comparison Approach is considered reliable. This approach best reflected actions of participants in the marketplace for comparable vacant land for recreational use.

As a result, the final opinion of market value for the subject in fee simple estate under the Hypothetical Condition that the repository development is not in existence as of June 18, 2012 is:

**THIRTY THOUSAND DOLLARS**

**(\$30,000)**



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Appraiser

Brandon D. Holmes, Associate Member of the Appraisal Institute  
Montana Certified General #836

**Photographs of the Property**



Flat Creek Road looking north; near the southeast portion of the subject tract (subject to the left of photo)



Flat Creek Road looking south; near the southeast portion of the subject tract (subject to the right of photo)



**Photographs of the Property**



View looking northwest at the interior of the subject property; at the Wood Gulch and Flat Creek intersection



View looking southeast at the subject property near the northwest portion of the property



**Photographs of the Property**



View looking east at the subject property near the northwest portion of the property



View looking south at the western portion of the subject property near the west central portion of the property



**Photographs of the Property**



View from approximately the Flat Creek Road of the private residence on the east side of the Flat Creek IMM; as seen the mine site is considerably lower than the road/subject land



View of the slope down to the Flat Creek IMM site from Flat Creek Road



**Land Sale 1**

Type:	Vacant Land - Residential				
Identification:	-	City		State	Zip Code
Address:	54 Sunrise Creek Road	Superior		Montana	59872
Location:	12 miles south of Superior and west of I-90. Near residential properties.				
Legal:	Lot 1 of Amended Sunrise Acres				Land Comp. Record #:
County:	Mineral	Section	Township (N)	Range (W)	104
		7	15	25	Initial Report File #:
Assessor/Tax ID #:	137540	Geocode:	54242307401010000		30612
Grantor:	Dwayne Heikes			Financing:	Cash
Grantee:	Julie L. Polsin			Conditions of Sale:	Arm's Length
Recording:	WD	Book	Page	Exp. Imed. After Sale:	None
	108103	-	-	Sale Date:	7/13/2011
Sale Price:	\$95,000			Confirmed By:	Brandon Holmes
Listing Price:	\$105,000			Confirmed With:	Geoff Oriet (Montana Preferred Properties
DOM:	81				Frenchtown); County Records
Property Rights:	Fee-Simple			MLS #:	20112591
Note:				MLS Status:	Sale
Zoning:	None			Shape:	Mostly rectangular
Community Plan:	None			Access:	County road; paved
Utilities:	None; see Comments			Road Frontage:	Yes
Improvements:	None			Flood Plain:	Zone X (Outside Flood Plain)
Topography:	Slight slope, some trees			Use:	Unknown
Site Size (Gross):	441,089 sqft	10.126 ac			
Site Size (Net):	441,089 sqft	10.126 ac			
Comments:	Power along road, wells/public water and septs nearby.				

**Analysis of the Sale:**

Adj. Sale Price:			\$95,000
Price/Gross Acre:	\$95,000 /	10.13 Acre =	\$9,382
Price/Net Acre:	\$95,000 /	10.13 Acre =	\$9,382

**Land Sale 2**

<b>Type:</b>	Vacant Land - Recreational			
<b>Identification:</b>	-	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Address:</b>	NHN Pardee Creek Road	Superior	Montana	59872
<b>Location:</b>	4 Miles northwest of Superior			
<b>Legal:</b>	40.06 Acres in SE1/4 of the SW1/4			
<b>County:</b>	Mineral	<b>Section</b>	<b>Township (N)</b>	<b>Range (W)</b>
		18	17	26
<b>Assessor/Tax ID #:</b>	225901	<b>Geocode:</b>	54263118401010000	
<b>Grantor:</b>	Plum Creek Timber Company, LP		<b>Financing:</b>	Cash
<b>Grantee:</b>	Alpha Omega Outreach		<b>Conditions of Sale:</b>	Arm's Length
<b>Recording:</b>	<b>Grant Deed</b>	<b>Book</b>	<b>Exp. Immed. After Sale:</b>	None
	109511	-	<b>Sale Date:</b>	7/17/2012
<b>Sale Price:</b>	\$39,000		<b>Confirmed By:</b>	Brandon Holmes
<b>Listing Price:</b>	\$42,063		<b>Confirmed With:</b>	Gail Enger (Realty Northwest); County
<b>DOM:</b>	780			Records
<b>Property Rights:</b>	Fee-Simple		<b>MLS #:</b>	506640
<b>Note:</b>			<b>MLS Status:</b>	Sale
<b>Zoning:</b>	None		<b>Shape:</b>	Square
<b>Community Plan:</b>	None		<b>Access:</b>	County and Forest Service Roads; Gravel
<b>Utilities:</b>	None		<b>Road Frontage:</b>	Yes
<b>Improvements:</b>	None		<b>Flood Plain:</b>	Zone X (Outside Flood Plain)
<b>Topography:</b>	Steep, treed		<b>Use:</b>	Unknown
<b>Site Size (Gross):</b>	1,745,014 sqft	40.060 ac		
<b>Site Size (Net):</b>	1,745,014 sqft	40.060 ac		
<b>Comments:</b>	Pardee Creek Road runs through the property at the bottom of the ravine. Forest Service road at the top of the western hill. No potential for power. Difficult access.			

**Analysis of the Sale:**

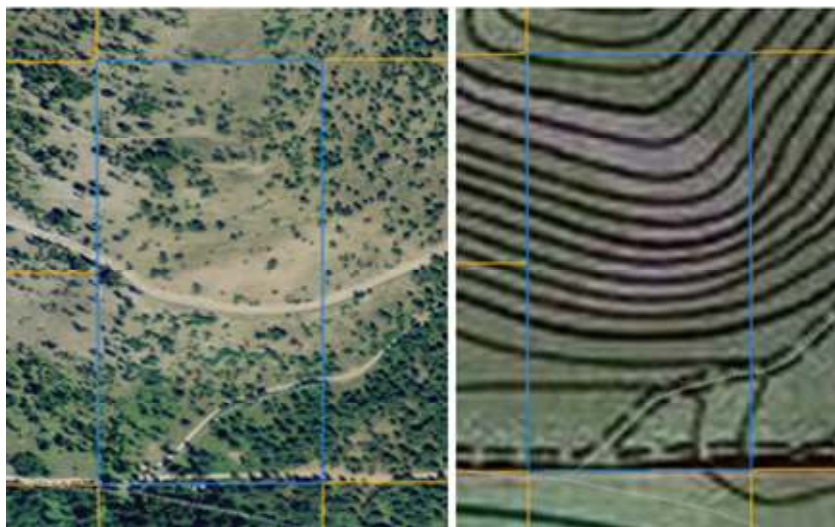
Adj. Sale Price:			\$39,000
Price/Gross Acre:	\$39,000 /	40.06 Acre =	\$974
Price/Net Acre:	\$39,000 /	40.06 Acre =	\$974

**Land Sale 3**

<b>Type:</b>	Vacant Land - Recreational			
<b>Identification:</b>	-	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Address:</b>	NHN South Sevenmile Creek	St. Regis	Montana	59866
<b>Location:</b>	6 miles northeast of St. Regis off 135			
<b>Legal:</b>	40.0 Acres in N1/2 of the NW1/4 of the SW1/4			
<b>County:</b>	Mineral	<b>Section</b>	<b>Township (N)</b>	<b>Range (W)</b>
		3	18	27
<b>Assessor/Tax ID #:</b>	182900, 169000	<b>Geocode:</b>	See Note below.	
<b>Grantor:</b>	Gina M. Ireland/Spain-Richards		<b>Financing:</b>	Cash
<b>Grantee:</b>	Scott E. & Sandra G. Allen		<b>Conditions of Sale:</b>	Arm's Length
<b>Recording:</b>	<b>WD</b>	<b>Book</b>	<b>Exp. Imed. After Sale:</b>	None
	109255	-	<b>Sale Date:</b>	4/26/2012
<b>Sale Price:</b>	\$80,000		<b>Confirmed By:</b>	Brandon Holmes
<b>Listing Price:</b>	\$105,000		<b>Confirmed With:</b>	Judy Stang (Spangler Real Estate); County
<b>DOM:</b>	1023			Records
<b>Property Rights:</b>	Fee-Simple		<b>MLS #:</b>	905631, 905627
<b>Note:</b>	54274403303020000, 54274403303010000		<b>MLS Status:</b>	Sale
<b>Zoning:</b>	None		<b>Shape:</b>	Square
<b>Community Plan:</b>	None		<b>Access:</b>	Private
<b>Utilities:</b>	None; several wells in area.		<b>Road Frontage:</b>	Private
<b>Improvements:</b>	None		<b>Flood Plain:</b>	Zone X (Outside Flood Plain)
<b>Topography:</b>	Flat, treed		<b>Use:</b>	To put in well and cabin
<b>Site Size (Gross):</b>	1,742,400 sqft	40.000 ac		
<b>Site Size (Net):</b>	1,742,400 sqft	40.000 ac		
<b>Comments:</b>	Off Grid; power via generators.			

**Analysis of the Sale:**

Adj. Sale Price:			\$80,000
Price/Gross Acre:	\$80,000 /	40.00 Acre =	\$2,000
Price/Net Acre:	\$80,000 /	40.00 Acre =	\$2,000

**Land Sale 4**

<b>Type:</b>	Vacant Land - Recreational			
<b>Identification:</b>	-	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Address:</b>	4 View Lane	St. Regis	Montana	59866
<b>Location:</b>	7 miles northeast of St. Regis off 135			
<b>Legal:</b>	20.0 Acres in the W1/2 of the SW1/4 of the SE1/4			
<b>County:</b>	Mineral	<b>Section</b>	<b>Township (N)</b>	<b>Range (W)</b>
		34	19	27
<b>Assessor/Tax ID #:</b>	180370	<b>Geocode:</b>	54285834401060000	<b>Land Comp. Record #:</b>
				107
<b>Grantor:</b>	Todd D. & Marie L. Jennings			<b>Initial Report File #:</b>
<b>Grantee:</b>	See Comments			30612
<b>Recording:</b>	<b>WD</b>	<b>Book</b>	<b>Page</b>	
	109502	-	-	
<b>Sale Price:</b>	\$50,000			<b>Financing:</b>
<b>Listing Price:</b>	\$69,900			Cash
<b>DOM:</b>	27			<b>Conditions of Sale:</b>
<b>Property Rights:</b>	Fee-Simple			Arm's Length
<b>Note:</b>				<b>Exp. Imed. After Sale:</b>
				None
				<b>Sale Date:</b>
				7/13/2012
				<b>Confirmed By:</b>
				Brandon Holmes
				<b>Confirmed With:</b>
				Anita Bailey (Regent Realty); County
				Records
				<b>MLS #:</b>
				20124008
				<b>MLS Status:</b>
				Sale
<b>Zoning:</b>	None			<b>Shape:</b>
<b>Community Plan:</b>	None			Rectangular
<b>Utilities:</b>	None; several wells in area.			<b>Access:</b>
<b>Improvements:</b>	None			Private
<b>Topography:</b>	Sloped and Flat, Some trees			<b>Road Frontage:</b>
<b>Site Size (Gross):</b>	871,200 sqft	20.000 ac		Private
<b>Site Size (Net):</b>	871,200 sqft	20.000 ac		<b>Flood Plain:</b>
<b>Comments:</b>	Grantee: E. John & Sharon N. Oldham and Daniel W. & Carol A. Heckathorn. Off Grid; power via generators.			Zone X (Outside Flood Plain)
				<b>Use:</b>
				Unknown

**Analysis of the Sale:**

Adj. Sale Price:			\$50,000
Price/Gross Acre:	\$50,000 /	20.00 Acre =	\$2,500
Price/Net Acre:	\$50,000 /	20.00 Acre =	\$2,500



**Land Listing 1**

Type:	Vacant Land - Residential				
Identification:	-	City		State	Zip Code
Address:	75 Rimalong Lane	Superior		Montana	59872
Location:	12 miles southeast of Superior with 3.5 miles being gravel				
Legal:	Parcel Tract 20 of COS 4				
County:	Mineral	Section	Township (N)	Range (W)	Land Comp. Record #:
		33	16	25	108
Assessor/Tax ID #:	579900	Geocode:	54252533402050000		Initial Report File #:
					30612
Grantor:	Woodworth Fredrick W. Trustee			Financing:	Cash Assumed
Grantee:	-				Conditions of Sale:
Recording:	WD	Book	Page	Exp. Imed. After Sale:	Arm's Length Assumed
	-	-	-	Survey Date:	None Assumed
				Confirmed By:	7/17/2012
Sale Price:	-				Confirmed With:
Listing Price:	\$50,000				Brandon Holmes
DOM:	218				George Spangler (Spangler Real Estate);
Property Rights:	Fee-Simple Assumed				County Records
Note:					MLS #:
					20117617
					MLS Status:
					Listing
Zoning:	None				Shape:
Community Plan:	None				Irregular
Utilities:	Power and wells in area.				Access:
Improvements:	None				Private
Topography:	Sloped, some trees				Road Frontage:
Site Size (Gross):	676,051 sqft				Private
Site Size (Net):	676,051 sqft				Flood Plain:
Comments:	Several residential properties in the area.				Zone X (Outside Flood Plain)
					Use:
					Unknown

**Analysis of the Listing:**

Adj. Listing Price:			\$50,000
Price/Gross Acre:	\$50,000 /	15.52 Acre =	\$3,222
Price/Net Acre:	\$50,000 /	15.52 Acre =	\$3,222

**FOR DNRC USE ONLY**

Maximum amount under this agreement: \$2,750

Source of Funds  
Land Banking Private Closing Costs

Fund Name  
Land Banking Private Closing Costs

Fund No.  
02031

Subclass  
555HA

Org. No.  
6043-50

Percent  
100%    \$2,750

**Approved**

No. 127910

Amendment No. \_\_\_\_\_

Division 204

F.S.O. CR

Legal JAB

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION  
TRUST LAND MANAGEMENT DIVISION

APPRAISAL OF POTENTIAL LAND BANKING SALE PARCEL  
IN  
MINERAL COUNTY

**1. PARTIES**

THIS CONTRACT is entered into by and between the State of Montana, Department of Natural Resources and Conservation (DNRC), (hereinafter referred to as "the State"), whose address and phone number are P.O. Box 201601, Helena, MT 59620-1601, (406) 444-1868 and Brandon D. Holmes, Holmes Real Estate Appraisal Co., (hereinafter referred to as the "Contractor"), whose address and phone number are P.O. Box 18028, Missoula, MT 59808 and (406) 721-3940.

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1 Contract Term.** This contract shall take effect upon contract execution and terminate on August 31, 2012, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA) The appraisal report is to be completed and forwarded to Montana DNRC, John Grimm, P.O. Box 201601, Helena, MT 59620-1601 by July 31, 2012.

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of one year.



### **3. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to the State the following: The Contractor shall be responsible for providing a credible appraisal, in a summary report format, conducted and prepared in compliance with the current Uniform Standards of Professional Appraisal Practice, for a parcel in Mineral County, as described in Attachment B, Montana DNRC Trust Land Management Division Supplemental Appraisal Instructions.

The appraisal must comply with the instructions in Attachment A, Scope of Work for Appraisal of Potential Property Sale through the Land Banking Program, and all provisions in the body of this contract including the following:

- 1) The appraisal report will be one document containing the parcel data and the analysis, opinions, and conclusions of value for the parcel. If deemed necessary by the contractor rather than including the specific market data in the appraisal report, a separate addendum may be submitted containing the specific market data as a stand-alone document, which must be reviewed and accepted along with the appraisal, and will be returned to the appraiser for retention in his/her files. The appraiser must submit an electronic copy as well as a printed copy of the appraisal report.
- 2) The definition of market value is that as defined in 70-30-313 M.C.A.

### **4. CONSIDERATION/PAYMENT**

**4.1 Payment Schedule.** In consideration for the services to be provided, the State shall pay an amount not to exceed Two Thousand Seven Hundred Fifty and No/100 Dollars (\$2,750.). The Contractor shall submit an invoice with the submission of the appraisal report to the DNRC for payment for services rendered. Payment will be made within thirty (30) days of delivery of services/goods and receipt of a properly executed invoice, as long as the DNRC's review of said services/goods finds them acceptable. If the work submitted fails to meet Contract specifications set out herein, payment will be withheld for the unsatisfactory work. The Contractor shall, at no additional expense to the State, correct unsatisfactory work before payment is made. If agreed upon work is not brought to acceptable standards, the Contract Agreement will be terminated for unsatisfactory performance and no payment will be made.

**4.2 Withholding of Payment.** The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

### **5. ACCESS AND RETENTION OF RECORDS**

**5.1 Access to Records.** The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

**5.2 Retention Period.** The Contractor agrees to create and retain records supporting the a summary appraisal report provided for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.



## **6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

## **7. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **8. REQUIRED INSURANCE**

**8.1 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**8.2 Specific Requirements for Professional Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**8.3 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**8.4 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's, has been received by the Department of Natural Resources and Conservation PO Box 201601, Helena, MT 59620-1601. The Contractor must notify the State immediately, of any material change in insurance coverage,



such as changes in limits, coverage's, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **9. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

## **10. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## **11. CONTRACT TERMINATION**

**11.1 Termination for Cause.** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**11.2 Reduction of Funding.** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

## **12. LIAISON AND SERVICE OF NOTICES**

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

John Grimm \_\_\_\_\_ will be the liaison for the State.  
(Address): PO Box 201601  
(City, State, ZIP): Helena, MT 59620-1601  
Telephone: (406)444-1868  
Cell Phone:  
Fax: (406)444-2684  
E-mail: [jgrimm@mt.gov](mailto:jgrimm@mt.gov)



Brandon Holmes will be the liaison for the Contractor.  
(Address): P.O. Box 18028  
(City, State, ZIP): Missoula, MT 59808  
Telephone: (406) 721-3940  
Cell Phone:  
Fax: (406) 721-3940  
E-mail: [brandonholmes27@hotmail.com](mailto:brandonholmes27@hotmail.com)

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

### **13. MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **14. CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

### **15. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.



**16. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

**17. SCOPE, AMENDMENT, AND INTERPRETATION**

**17.1 Contract.** This contract consists of 6 numbered pages, Attachment A, Scope of Work for Appraisals of Potential Property Sales through the Land Banking Program, pages 7 & 8; Attachment B, Montana DNRC Trust Land Management Division Supplemental Appraisal Instructions, page 9 through 11. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

**17.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**18. PUBLIC INFORMATION AND OWNERSHIP OF PRODUCTS**

All information resulting from the project funded under this Agreement shall be made available to the public. Upon completion of this Agreement, all information, reports, data, records, documents, and materials pertaining to this Agreement shall be available to the public. The Contractor shall indemnify and hold harmless DNRC from liability for injury caused by the release of any information, reports, data, records, documents, and materials provided by the Contractor. All copyrights, patents, or other royalty rights resulting from the completion of this Agreement or the information, reports, records, data documents, materials, and end products of this Agreement shall be the sole property of the DNRC.

**19. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

Department of Natural Resources & Conservation  
PO Box 201601  
Helena, MT, 59620-1601

Brandon D. Holmes  
Holmes Real Estate Appraisal Co.  
P.O. Box 18028  
Missoula, MT 59808  
FEDERAL ID # 27-1093094

BY: Shawn Thomas Administrator, DNRC  
(Name/Title)

BY: Brandon Holmes / President (Appraiser)  
(Name/Title)

[Signature]  
(Signature)

[Signature]  
(Signature)

DATE: 7/6/12

DATE: 7/29/2012

## **Scope of Work for Appraisal of Potential Property Sale through the Land Banking Program**

### **CLIENT, INTENDED USERS, PURPOSE AND INTENDED USE:**

The clients and intended users are the State of Montana, the Montana Board of Land Commissioners and the Department of Natural Resources and Conservation (DNRC). The purpose of the appraisal is to provide the clients with a credible opinion of current fair market value of the appraised subject property and is intended for use in the decision making process concerning the potential sale of said subject property.

### **DEFINITIONS:**

**Current fair market value. (MCA 70-30-313)** Current fair market value is the price that would be agreed to by a willing and informed seller and buyer, taking into consideration, but not limited to, the following factors:

- (1) the highest and best reasonably available use and its value for such use, provided current use may not be presumed to be the highest and best use;
- (2) the machinery, equipment, and fixtures forming part of the real estate taken; and
- (3) any other relevant factors as to which evidence is offered.

**Highest and best use.** The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

### **PROPERTY RIGHTS APPRAISED:**

State of Montana lands are always to be appraised as if they are in private ownership and could be sold on the open market and are to be appraised in Fee Simple interest. For analysis purposes, properties that have leases or licenses on them are to be appraised with the Hypothetical Condition the leases/licenses do not exist.

### **EFFECTIVE DATE OF VALUATION AND DATE OF INSPECTION:**

The latest date of inspection by the appraiser will be the effective date of the valuation.

### **SUBJECT PROPERTY DESCRIPTION & CHARACTERISTICS:**

The legal descriptions and other characteristics of the state's property that are known by the state will be provided to the appraiser. However, the appraiser should verify, as best as possible, any information provided. Further, should any adverse conditions be found by the appraiser in the course of inspecting the property and neighborhood, or through researching information about the property, neighborhood and market, those conditions shall be communicated to the clients and may change the scope of work required.



## **ASSIGNMENT CONDITIONS:**

The appraiser must be a Montana certified general appraiser, and be competent to appraise the subject property. The appraisal is to conform to the latest edition of USPAP, and the opinion of value must be credible. The appraiser is to physically inspect the subject properties at a level that will allow the appraiser to render a credible opinion of value about the properties. For those properties which consist of more than one section, the appraiser must at least view each section. The appraiser must have knowledge of the comparables through either personal inspection or with use of sources the appraiser deems reliable, and must have at least viewed the comparables.

The appraiser will consider the highest and best use of the subject properties. (Note: it may be possible that because of the characteristics of a subject property, or market, there may be different highest and best uses for different components of the property. Again, that will depend on the individual characteristics of the subject property and correlating market. The appraiser must look at what a typical buyer for the property would consider.)

Along with using the sales comparison approach to value in this appraisal, (using comparable sales of like properties in the subject's market or similar markets), the appraiser will also consider the cost and income approaches to value. The appraiser will use those approaches, as applicable, in order to provide a credible opinion of value. Any approaches not used are to be noted, along with a reasonable explanation as to why the approach or approaches were not applicable. The appraisal will be in a Summary Report format, that is, it will describe adequately, the information analyzed, appraisal methods and techniques employed, and reasoning that support the analyses, opinions and conclusions. All hypothetical conditions and extraordinary assumptions must be noted.

Landlocked parcels, (parcels with no legal access), will be appraised with the hypothetical condition of having legal access and should be appraised as the property currently exists, which is without legal access, ("as is"). If evidence through reasonably recent sales of comparable properties is available in the subject's market or similar markets, provide the value of the subject property, as it currently exists without access. Include details of an adjustment in appraised value due to lack of access. If no evidence through reasonably recent sales of comparable properties is found in the subject's market or similar markets, and thus no "as is" value can be properly supported, then state such in the report. As with lack of legal access, adjustments for additional items such as lack of land improvements, etc. will be supported by analysis of the pertinent subject market data through sales pairings or other analytical methodology. In moderately to rapidly changing markets, historic information may not be as relevant as more current market information. (Note: Access typically consists of two parts; legal access and physical accessibility. The above references to access, hypothetical and "as is" are in regards to legal access. The physical accessibility to the subject parcel is to be appraised as it currently exists.)

Legally accessible state lands are appraised as accessible only.

The appraisal on the state's lands must include state-owned improvements in the valuation, but exclude lessee-owned or licensee-owned improvements in the valuation. All appraisals are to describe the market value trends, and provide a rate of change, for the markets of each subject property. Comparables sales used should preferably have sales dates within one year of the appraisal and should not be over three years old. The comparable sales must be in reasonable proximity to the subject, preferably within the same county or a neighboring county.



**MONTANA DNRC TRUST LAND MANAGEMENT DIVISION**  
**Supplemental Appraisal Instructions**

This Scope of Work and Supplemental Appraisal Instructions are to be included in the appraiser's addendum.

**Subject Property (Located in Mineral County):**

Sale # 684, 12± acres; Part Lots 4 & 5, Section 14, T17N-R26W

This parcel will be surveyed and recorded as a COS before conveyance, see attached maps for location of tract.

**Area Office Contact Information:**

Tony Liane - Southwestern Land Office Area Manager

1401 27th Avenue

Missoula, MT 59804

Phone: 406/542-4200

Fax: 406/542-4285

Direct Line: 406/542-4261

Or:

Bob Storer - Lands Program Manager

Direct Line: 406/542-4264

Or:

Jonathan Hansen – Unit Manager

Direct Line: 406/542-4309

**Lessees:**

Lease # 3063241

MT Dept. of Environmental Quality

(406) 841-5260

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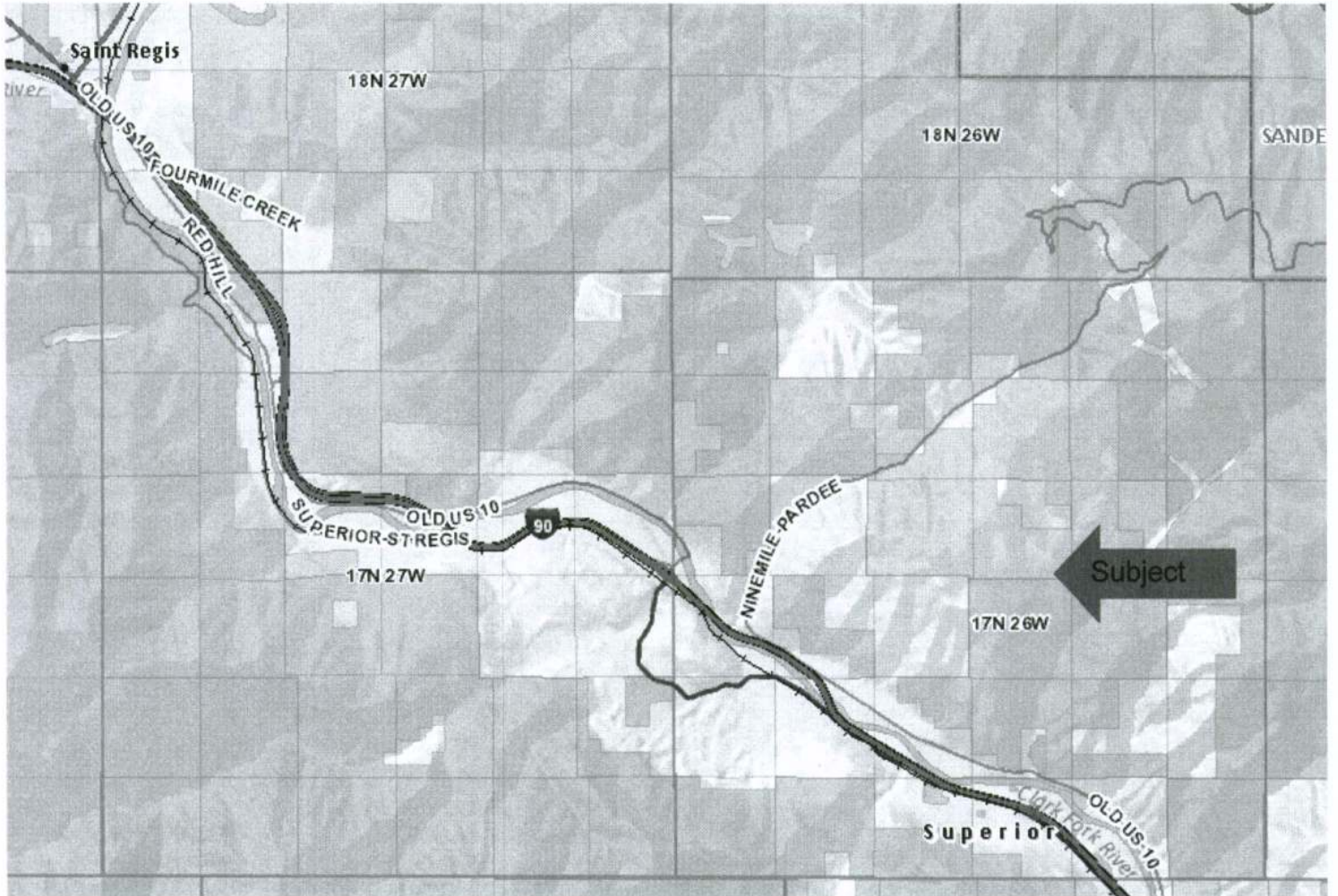
***The following will be located in the body of the contract:***

The appraisal report will be one document containing the parcel data and the analysis, opinions, and conclusions of value(s) for the parcel. If deemed necessary by the contractor rather than including the specific market data in the appraisal report, a separate addendum may be submitted containing the specific market data as a stand-alone document, which must be reviewed and accepted along with the appraisal, and will be returned to the appraiser for retention in his/her files. The appraiser must submit an electronic copy as well as a printed copy of the appraisal report.

The definition of market value is that as defined in 70-30-313 M.C.A.

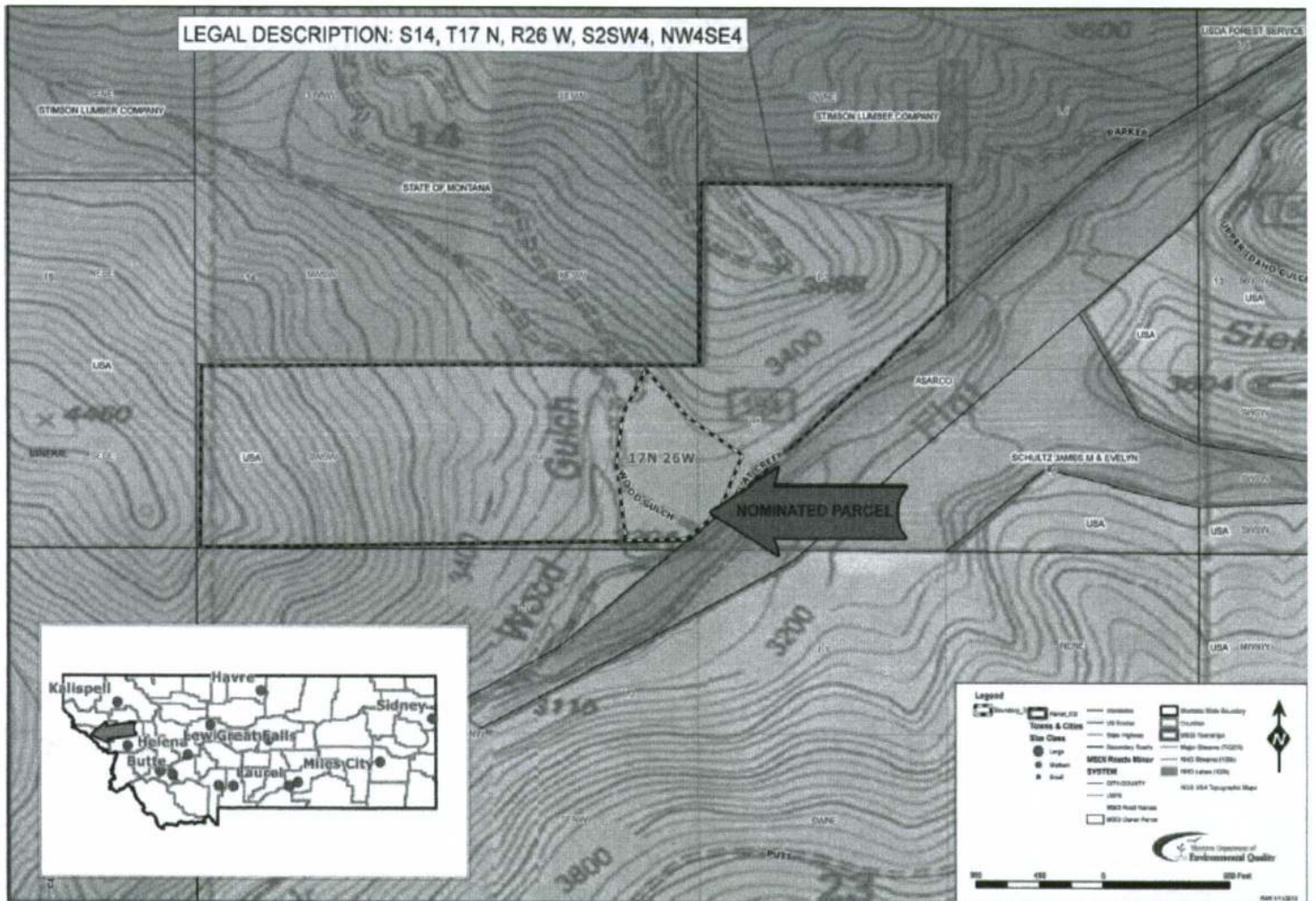
The DNRC will provide access to the state parcel record, as maintained by the land offices, including but not limited to aerial photos, land improvements, current lease data (lease #, name of lessee, , acres, costs, etc.), property issues. The local land office will provide the contact information to the appraiser in order for the appraiser to obtain access to the proponent's property.

## Location Map of Parcel





## Topo Map of Parcel





**FOR DNRC USE ONLY**

Maximum amount under this agreement: \$2,750

Fund Name  
Land Banking Private Closing Costs

Fund No.  
02031

Subclass  
Land Banking Private Closing Costs

Org. No. Percent  
6043-50 100%

Contract Expiration Date: September 30, 2012

**Approved**

Document # 127910

Amendment # 1

Division FT

FSO THB

Legal THB

This amendment to Contract No. **127910**, hereinafter called the "Amendment", is made and entered into between the Montana Department of Natural Resources and Conservation, Trust Land Management Division, Real Estate Management Bureau whose address and phone number are P.O. Box 201601, Helena, MT 59601, (406) 444-1868, hereinafter called the "Department", and, Brandon D. Holmes, Holmes Real Estate Appraisal Co., hereinafter called the "Contractor".

The parties to this amendment, in consideration of the mutual covenants and stipulations set out herein, and Pursuant to Section 2, Effective Date, Duration and Renewal, agree to amend the following sections of the aforementioned contract as follows:

Section 2, **Term**, is hereby deleted and the following inserted in its place:

Section 2, **Term**, This Agreement is effective when signed by all parties to the Agreement and shall terminate on **September 30, 2012**, unless terminated earlier pursuant to Section 11, Contract Termination.

This Amendment consists of one (1) page. One original is to be retained by the Department and one original is to be retained by the Contractor. A copy of the original has the same force and effect for all purposes as the original.

July 10, 2012  
Date

July 25, 2012  
Date

By: [Signature]  
Contractor's Authorized Representative

By: Mate & Man  
Department of Natural Resources & Conservation

**Brandon Holmes (Holmes RE Appraisal Co.)**

**From:** Holmgren, Jeanne [jholmgren@mt.gov]

**Sent:** Monday, July 16, 2012 10:30 AM

**To:** Brandon Holmes

**Subject:** RE: Bid request for appraisal of potential state Land Banking Sale parcel in Mineral County, Montana

Brandon:

Please appraise the property as though vacant and can be put to it's highest and best use.

Thanks

Jeanne

Holmes Real Estate Appraisal Co.  
P. O. Box 18028  
Missoula, MT 59808  
Phone: 406.721.3940 Fax: 406.721.3940  
E-mail: brandonholmes27@hotmail.com

**Annual Privacy Notice for Commercial Appraisals**

**-What information we collect:** We collect and use information we believe is necessary to provide you with our appraisal services. We may collect and maintain several types of personal information needed for this purpose, such as:

- Information we receive from you on applications, letters of engagement, forms found on our website, correspondence or conversations, including, but not limited to, your name, address, phone number social security number, date of birth, bank records, salary information, the income and expense associated with the subject property, the sale price of the subject property and the details of any financing on the subject property;
- Information about your transaction with us, our affiliates or others, including, but not limited to, payments history, parties to transactions and other financial information;
- Information we receive from a consumer reporting agency such as credit history.

**-What information we disclose:** Except as described below we do not share nonpublic personal information. We will not rent, sell, trade, or otherwise release or disclose any personal information about you. We will not disclose consumer information to any third party for use in telemarketing, direct mail or other marketing purposes.

- We limit the sharing of nonpublic personal information about you with financial or nonfinancial companies, including companies affiliated with us, and other third parties to the following:
  1. We may share information when it is necessary or required to process a loan or other financial transaction;
  2. We may share information when it is required or permitted by law, such as to protect you against frauds or in response to a subpoena;
  3. We may disclose some or all of the information described above with:
    - a. Companies that perform marketing services on our behalf; or
    - b. Other financial institutions for the limited purpose of jointly offering, endorsing or sponsoring a financial product or service.

**Annual Privacy Notice for Residential Appraisals**

**-Our privacy principles:** We are committed to protecting our client's personal and financial information. This privacy statement addresses what nonpublic personal information we collect, what we do with it, and how we protect it.

**-What information we collect:** We may collect and maintain several types of personal information in the course of providing you with appraisal services, such as:

- Information we receive from you on applications, letters of engagement, forms found on our website, correspondence, or conversations, including, but not limited to, your name, address, phone number, social security number, date of birth, bank records, salary information, the income and expenses associated with the subject property, the sale price of the subject property, and the details of any financing on the subject property.
- Information about your transactions with us, our affiliates or other, including but not limited to, payments history, parties to transactions and other financial information.
- Information we receive from a consumer reporting agency such as a credit history.

**-What information we may disclose:** We may disclose the nonpublic personal information about you describe above, primarily to provide you with the appraisal services you seek from us. We do not disclose nonpublic personal information about clients or former clients except as required or permitted by law.

**-Who we share the information with:** Unless you tell us not to, we may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as banks and lending institutions.
- Non-financial companies.





### **Opt-Out Notice**

-You may limit information shared about you. If you prefer that we not disclose nonpublic personal information about you to third parties, you may opt out of the disclosures, that is, you may direct us not to make those disclosures (other than those permitted by law). If you wish to opt out contact us at (406) 721-3940. **(First See Confidentiality and Security Policy Below)**.

### **Confidentiality and Security Policy**

As an appraisal company Holmes Real Estate Appraisal Co. is bound by the Uniform Standards of Professional Appraisal Practice (USPAP) from the Appraisal Standards Board of the Appraisal Foundation which is "Authorized by Congress as the Source of Appraisal Standards and Appraiser Qualifications".

Within USPAP the Confidentiality section of the Ethics Rule states:

- An appraiser must protect the confidential nature of the appraiser-client relationship.
- An appraiser must act in good faith with regard to the legitimate interests of the client in the use of confidential information and in the communication of assignment results.
- An appraiser must be aware of, and comply with, all confidentiality and privacy laws and regulations applicable in an assignment.\*
- An appraiser must not disclose confidential information or assignment results prepared for a client to anyone other than the client and persons specifically authorized by the client; state enforcement agencies and such third parties as may be authorized by due process of law; and a duly authorized professional peer review committee except when disclosure to a committee would violate applicable law or regulation. It is unethical for a member of a duly authorized professional peer review committee to disclose confidential information presented to the committee.

**Comment:** When all confidential elements of confidential information are removed through redaction or the process of aggregation, client authorization is not required for the disclosure of the remaining information, as modified.

**\*Notice:** Pursuant to the passage of the Gramm-Leach-Bliley Act in 1999, numerous agencies have adopted new privacy regulations. Such regulations are focused on the protection of information provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities have been deemed to include "appraising real or personal property." (Quotations are from the Federal Trade Commission, Privacy of Consumer Financial Information; Final Rule, 16 CFR Part 313.)

- We consider privacy to be fundamental to our relationship with clients. We are committed to maintaining the confidentiality, integrity and security of client's personal information. Internal policies have been developed to protect this confidentiality, while allowing client needs to be served.

- We restrict access to personal information to authorized individuals who need to know this information to service and products to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to protect your nonpublic personal information. We do not disclose this information about you or any former consumers or customers to anyone, except as permitted by law. The law also permits us to share this information with our affiliates. The law also permits us to share this information with companies that perform marketing services for us, or other financial institutions that have joint marketing agreement with us.

- When we share nonpublic information referred to above, the information is made available for limited purposes and under controlled circumstances. We require third parties to comply with our standards for security and confidentiality. We do not permit use of consumer/customer information for any other purpose nor do we permit third parties to rent, sell, trade or otherwise release or disclose information to any other party.



Holmes Real Estate Appraisal Co.  
P. O. Box 18028  
Missoula, MT 59808  
Phone: 406.721.3940 Fax: 406.721.3940  
E-mail: brandonholmes27@hotmail.com

**Qualifications of the Appraiser**

**Brandon Holmes, Associate Member of the Appraisal Institute**

• **License:**

State of Montana Certified General Appraiser #836

• **Education:**

**Appraisal Education Course with Examination Summary**

Course Date	Title of Course	Sponsoring Organization	Course Hours
Sept. 12-17, 2011	503GD - Advanced Concepts & Case Studies	Appraisal Institute	38
Sept. 16-22, 2010	510-Advanced Income Capitalization	Appraisal Institute	40
Sept. 2, 2010	FHA and the Appraisal Process	Appraisal Institute	7
March 26-29, 2009	N400G-General Market Analysis & Highest and Best Use	Appraisal Institute	30
March 17-20, 2009	402G-General Appraiser Site Valuation and Cost Approach	Appraisal Institute	30
March 13-16, 2009	410G-General Appraiser Sales Comparison Approach	Appraisal Institute	30
April 19, 2009	300GR-Real Estate Finance Statistics & Valuation Modeling	Appraisal Institute	15
Feb. 19, 2009	202R-Residential Sales Comparison & Income Approaches	Appraisal Institute	30
Nov. 5-8, 2007	404G-General Appraiser Income Approach Pt. II	Appraisal Institute	30
Oct. 30-Nov. 2, 2007	403G-General Appraiser Income Approach Pt. I	Appraisal Institute	30
May 17-23, 2007	II540-Report Writing and Valuation Analysis	Appraisal Institute	40
March 22-23, 2006	I410N-15 Hour National USPAP	Appraisal Institute	16
March 24, 2006	II420N-Business Practices and Ethics	Appraisal Institute	8
October 24-27, 2005	101GR-Basic Appraisal Procedures	Appraisal Institute	30
October 17-20, 2005	100GR-Basic Appraisal Principles	Appraisal Institute	30
Total:			404

**Appraisal Continuing Education Summary**

July 18 - 19, 2011	Attacking & Defending an Appraisal in Litigation	Ted Whitmer Seminars	15
June 16, 2011	General Demonstration Report Writing	Appraisal Institute	7
June 14, 2011	Business Practices and Ethics (Online)	Appraisal Institute	5
Oct. 4, 2010	Hotel Appraising - New Techniques for Today's Uncertain Times	Appraisal Institute	7
Feb. 5, 2010	7-Hour National USPAP Update	Appraisal Institute	7
Feb. 7, 2009	7-Hour National USPAP Update	McKissock	7

Montana Appraiser Examination

Montana National Certified General Appraiser Examination

University of Montana, Missoula, Montana; Bachelor of Science, Business  
Administration; graduated May 2004



- **Experience:**

Property Types	Land (Large Tract)	Other
Professional Office	Forest Property	Highest and Best Use
Warehouse	Agricultural	Estate Planning
Heavy and Light Industrial	Subdivisions	Taxation
Retail	- Market Studies	Market Analysis
Restaurant	- Market Value	Feasibility Analysis
Bar and Casino	- Liquidation Value	Going Concern
Car Wash		Beverage Licenses
Laundromat		
Extended Stay Lodging		
Limited Stay Lodging		
Multi-Unit Residential		
Single-Unit Residential		
RV (Full Hook-Up)		
Campground		
Fuel/Convenience Stations		

- **Affiliations:**

Associate Member of the Appraisal Institute  
 Missoula County Organization of Realtors  
 Northwest Montana Organization of Realtors  
 Bitterroot Valley Organization of Realtors

- **Employment:**

October 2009 - Present – Holmes Real Estate Appraisal Co., Missoula Montana.

2005-October 2009 – Barrie Appraisal & Consulting, LLC, Kalispell Montana.

1998-2004 – Residential construction, Lefebvre Construction, Kalispell Montana.

