

**AN APPRAISAL OF 5 ACRES LOCATED IN  
FALLON COUNTY, MONTANA  
PARCEL 702**

**DATE OF VALUATION**

November 6, 2013

**FOR  
STATE OF MONTANA,  
DEPARTMENT OF NATURAL RESOURCES & CONSERVATION**

*ELKHORN APPRAISAL SERVICES  
GREGORY A. THORNQUIST  
P.O. BOX 448  
HELENA, MONTANA 59624*



**GREGORY A. THORNQUIST**  
**ELKHORN APPRAISAL SERVICES**  
P.O. BOX 448  
HELENA, MONTANA 59624  
PHONE (406) 449-7646  
FAX (406) 449-7887

December 9, 2013

State of Montana  
Department of Natural Resources & Conservation  
Trust Land Management Division  
P.O. Box 201601  
Helena, MT 59620-1601

RE: An appraisal of 5 acres located in Fallon County, Montana – Parcel #702. This appraisal report establishes an “as is” value in fee ownership.

In accordance with the letter of engagement, I have made the necessary inspection and analysis to appraise the above referenced property. The attached report provides the essential data and detailed reasoning employed in estimating my final value estimate. The report contains 42 pages.

I have appraised the property as a whole, owned in fee simple ownership. The lease indicates the property is leased to John Tronstad – Lease #8711. I assume no responsibility for matters that are legal in nature nor do I render any opinion as to title.

The property being appraised consists of 5 acres and in the body of the report is a complete legal description and detail of the subject property

The value reported is qualified by certain definitions, assumptions and limiting conditions, hypothetical conditions and certification, which are set forth within the attached report. The analysis contained herein is considered to be a complete appraisal, and is presented in a summary appraisal report format. This appraisal report is intended to conform to the Uniform Standards of Professional Appraisal Practice, and State of Montana, DNRC reporting requirements.

**The final conclusion to value was established from sales which have legal access. Attempts were made to identify vacant land sales without legal access but none could be found. Therefore, no market adjustment for lack of legal access could be established and the value reported is based upon the Hypothetical Condition as having legal access.**


Based on my analysis, the market value of the subject property, as set forth, documented and qualified in the attached report including the assumptions and limiting conditions on 11/6/13 is:

***Five Thousand Dollars\****

***\$5,000\****

I direct your attention to the data, discussions and conclusions which follow.

Respectfully submitted,

X   
\_\_\_\_\_  
Gregory A. Thornquist

Montana State Certified  
General Real Estate Appraiser #867  
12/9/2013

\* This value is subject to the Hypothetical Conditions on page 10

## Table of Contents

SUBJECT PROPERTY TOPOGRAPHICAL MAP .....	5
SUBJECT PHOTOGRAPHS .....	6
SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS .....	8
ASSUMPTIONS AND LIMITING CONDITIONS .....	9
HYPOTHETICAL CONDITIONS .....	10
SCOPE OF THE APPRAISAL .....	11
DEFINITION OF MARKET VALUE .....	12
PURPOSE OF THE APPRAISAL .....	12
INTENDED USE OF THE APPRAISAL AND CLIENT .....	12
PERSONAL PROPERTY .....	12
PROPERTY RIGHTS APPRAISED .....	12
IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION .....	13
PURPORTED OWNER .....	13
SALES HISTORY OF THE PROPERTY .....	13
REGIONAL ANALYSIS .....	13
REAL ESTATE TAXES .....	13
PROPERTY DESCRIPTION .....	14
ZONING .....	15
HIGHEST AND BEST USE .....	15
PROPERTY VALUATION .....	16
DEFINITIONS .....	16
SITE VALUATION .....	17
SALES MAP .....	19
VALUE ESTIMATE AND CERTIFICATION .....	22

## Addenda

- Contract
- Scope of Work & Legal Description
- State of Montana Cadastral Data
- Appraiser's Qualifications
- Appraiser's License



*SUBJECT PROPERTY TOPOGRAPHICAL MAP*

---



Arial view of the subject

## *SUBJECT PHOTOGRAPHS*

---

(11/6/13)



Entrance to the subject



East boundary looking north



## *SUBJECT PHOTOGRAPHS*

---



South boundary looking west



Lessee's dwelling

## *SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS*

---

<i>PURPORTED OWNER:</i>	State of Montana
<i>PROPERTY TYPE:</i>	Agricultural land
<i>LOCATION OF PROPERTY:</i>	Fallon County, MT
<i>SITE:</i>	5 acres
<i>PROPERTY RIGHTS APPRAISED:</i>	Fee simple
<i>ZONING:</i>	None
<i>PRESENT USE:</i>	5 acres supporting a single family dwelling
<i>HIGHEST AND BEST USE:</i>	Current use
<i>DATE OF VALUATION:</i>	11/6/13
<i>LAND VALUE:</i>	\$5,000*

\* This value is subject to the Hypothetical Conditions on page 10



## *ASSUMPTIONS AND LIMITING CONDITIONS*

---

This is to certify that the appraiser, in submitting this statement and opinion of value of subject property, acted in accordance with and was bound by the following principles, limiting conditions and assumptions. Unauthorized use of this report is set forth below.

- No responsibility is assumed for matters that are legal in nature nor is any opinion rendered on title of property appraised.
- Unless otherwise noted, the property has been appraised as though free and clear of all encumbrances.
- All maps, areas, plans, specifications, and other data furnished your appraiser were assumed to be correct. No survey of the property was made by this firm. Furthermore, all numerical references to linear measurements, area, volume or angular measurements should be assumed to be "more or less" (+/-) and are accurate to a degree consistent with their use for valuation purposes.
- This appraisal considers only surface rights to the property with consideration of current zoning and land use controls. The estimate of **highest and best** use will form the basis for the value estimate. This appraisal does not consider mineral, gas, oil or other natural resource rights that may be inherent in the ownership of the property.
- In this appraisal assignment, any potentially hazardous material found on the land or used in the construction of the buildings, such as urea formaldehyde foam insulation, petroleum residue, asbestos and/or existence of toxic waste or gases, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. Any interested party is urged to retain an expert in this field if there is any question regarding such potentially hazardous material. If such material or substance is present it could adversely affect the value reported herein.
- The appraiser is not a seismologist. This appraisal should not be relied upon as to whether a seismic problem exists, or does not actually exist on the property. The property which is the subject of this appraisal is within a geographic area where earthquakes and other seismic disturbances have previously occurred and where they may occur again. Except as specifically indicated in the report, no seismic or geologic studies have been provided to the appraiser concerning the geologic and/or seismic condition of the property. The appraiser assumes no responsibility for the possible effect on subject property on seismic activity and/or earthquakes. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed seismic requirements by the City or County. It is possible that a survey of the property could reveal that the property does not meet the required seismic requirements. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance requirements in estimating the value of the property.
- All data contained in this report and in the appraiser's files, as obtained from other sources, upon which to any degree the opinions and conclusions were based, are considered reliable and believed to be true and correct. However, the appraiser does not assume responsibility for the accuracy of such items that were obtained from other parties.
- 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 previously made and at an additional fee.
- Neither all nor any part of the contents of this report, especially the conclusions to value, the identity of the appraiser or the firm with which he is connected shall be disseminated to the public through advertising media, news media, public relations media, sales media, or any other public means of communication without the prior

written consent of the appraiser.

- Gregory A. Thornquist does not authorize the out-of-context quoting from, or partial reprinting of this appraisal report.
- The liability of Gregory A. Thornquist is limited to the client and to the fee collected. Further, there is no accountability, obligations or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser assumes no responsibility for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, or of a legal nature.
- The fee for this appraisal report is for the service rendered and not for time spent on the physical report or for the physical report itself.
- This appraisal report is prepared for the sole and exclusive use of the client, State of Montana, Montana Board of Land Commissioners and the Department of Natural Resources and Conservation (DNRC). No third parties are authorized to rely upon this report without the expressed written consent of the appraiser.
- This Summary Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analysis is contained in the appraiser's files.

### *HYPOTHETICAL CONDITIONS*

---

- The subject property is owned by the State of Montana and this appraisal assumes the property is in held in private ownership. This is noted in the *"Scope of Work for Appraisals of Potential Property Sales through the Land Banking Program"* which is included in the addenda
- The *"Scope of Work for Appraisals of Potential Property Sales through the Land Banking Program"* also notes that *"Landlocked parcel, (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")*. This is further discussed in the highest and best use section of this report.
- Although the subject parcel is leased, this appraisal assumes that the current lease does not exist. This is part of the scope of the assignment and is noted in the "Supplemental Appraisal Instructions".
- A survey defining the exact size of the subject has not been conducted as of the date of this value. This appraisal assumes a parcel size of five acres.



## *SCOPE OF THE APPRAISAL*

---

I initially spoke with Emily Cooper with the Montana DNRC Trust Land Management Division and I was retained to appraise the subject property. Ms. Cooper provided me with the following information:

- Scope of work
- Parcel description
- Contact information for inspecting the subject property

On November 6, 2013 I met with Marc Aberg, Lands Program Manager with the Department of Natural Resources and Conservation. Mr. Aberg and I met with the lessee at the property.

The subject 5 acres are a portion of a 320 acre parcel leased by Mr. Tronstad. The lessee contacted the DNRC inquiring about splitting off a portion of the 320 acre parcel which supports the lessees dwelling. As of the date of this appraisal a survey was not conducted. Per the instructions by the client it is assumed 5 acres will be surveyed in the future.

The neighborhood and surrounding competitive market areas were researched to find comparable market data. Real Estate agents, property owners, and real estate appraisers in the area were interviewed in an attempt to find relevant market data. This market data has been confirmed by personal contact with the buyer, seller, broker, and/or property owner.

All of the comparable sales described in the body of the report are shown in detail on the summary sheets in a separate document. I did not physically inspect each of the comparable sales.

### ***Effective Date:***

The effective date of this appraisal report is November 6, 2013. This is the date of valuation and was the actual date of the property inspection. This appraisal report was completed December 9, 2013.

## *DEFINITION OF MARKET VALUE*

---

Market value, as used in this report, was provided by the client and is defined as follows:

**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  
any other relevant factors as to which evidence is offered.

## *PURPOSE OF THE APPRAISAL*

---

The purpose of this appraisal is to arrive at a supportable estimation of the market value.

## *INTENDED USE OF THE APPRAISAL AND CLIENT*

---

The intended use is for the decision making process concerning the potential sale of the subject property. 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).

## *PERSONAL PROPERTY*

---

None

## *PROPERTY RIGHTS APPRAISED*

---

This appraisal is made with the understanding and assumption that present ownership of the subject property includes all rights that may be lawfully owned, and is therefore, title in fee simple as of November 6, 2013. A fee simple estate is subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

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.



## *IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION*

---

The property which is the subject matter of this report consists of 5 acres located in Fallon County, Montana. The legal description for the subject as noted on the State of Montana's Cadastral Data is as follows:

S½SW¼SW¼NW¼ of Section 28, Township 4 North, Range 60 East, Fallon County, State of Montana

Geo-code 39-1361-28-1-01-01-0000

## *PURPORTED OWNER*

---

The subject parcel is owned by the State of Montana.

## *SALES HISTORY OF THE PROPERTY*

---

The subject parcel has been owned by the State of Montana for a number of years. The parcel was nominated by the lessee and may be sold through the State of Montana's Land Banking Program.

## *REGIONAL ANALYSIS*

---

The subject is located approximately 90 miles southeast of Miles City and 20 miles south of Baker. The DNRC office in Miles City oversees the operation and management of the property.

The property is located in eastern Montana and properties in this area are agricultural in nature.

## *REAL ESTATE TAXES*

---

The subject property is owned by the State of Montana and is currently exempt from taxation. If the parcel sells and is in private ownership it will be subject to taxation pursuant to the applicable laws and administrative rules of the State of Montana.

## *PROPERTY DESCRIPTION*

---

### ***Site***

<i>Size:</i>	The subject consists of 5 acres.
<i>Shape:</i>	The subject parcel is rectangular in shape.
<i>Topography:</i>	The parcel has mildly sloping topography.
<i>Soil Conditions:</i>	Soil conditions are unknown. No soil tests were provided to your appraiser.
<i>Easements:</i>	A title policy should be used for the final determination of easements and encroachments.
<i>Access:</i>	The subject parcel has no legal access and physical access is from adjacent private property.
<i>Water:</i>	Seasonal runoff.
<i>Utilities:</i>	Electricity
<i>Flood Plain:</i>	Not within a designated flood zone
<i>Nuisances or Hazards:</i>	None of the surrounding uses appear to have an adverse impact on the subject property.
<i>Improvements:</i>	There is a single family dwelling on the property. This dwelling is owned by the lessee and therefore is not a part of this appraisal.



## ***ZONING***

---

The subject property has no underlying zoning.

## ***HIGHEST AND BEST USE***

---

"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."<sup>1</sup>

The definition above applies to the highest and best use of vacant land or improved property. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Quite often in estimating the highest and best use of land, the appraiser is controlled by governmental regulations. These controls are generally zoning ordinance, parking requirements and building codes. Also, in the estimate of highest and best use, one must recognize the attitude of typical investors in the marketplace.

Real estate will usually fall into certain definite development patterns, and their uses can be classified as: residential, agricultural, recreational, industrial, commercial and public use. In valuing the highest and best use of the land both as if vacant and improved, the following criteria must be met: 1) legally permissible, 2) physically possible, 3) financially feasible, and 4) maximally productive.

### ***Legally Permissible***

The subject property has no underlying zoning. The subject supports the lessee's dwelling which is a legal use. Based upon the location there is no apparent need for the property to be used as commercial, industrial, or by a government entity (public use).

### ***Physically Possible***

This area is predominately agricultural lands. The subject property has no legal access and physical access is from adjacent private land. The "Assignment Conditions" as provided by the client instruct the appraiser to appraise the property as though legal and physical access exists.

The topography of the subject parcel is mildly rolling.

---

<sup>1</sup> *The Appraisal of Real Estate, 12<sup>th</sup> Edition*, (Appraisal Institute, 2001), p. 305.

### ***Financially Feasible***

Predominate use in the area is agricultural. The subject is surrounded by agricultural predominately owned by the lessee and the State of Montana. The most financially feasible use is a residential farmstead use.

### ***Maximally Productive***

The use that conforms to the requirements of the first three tests, and would provide the maximum productivity of the subject site, is for assemblage with adjacent land.

---

## ***PROPERTY VALUATION***

---

### ***Methods and/or Techniques Employed:***

Whenever possible, all three basic approaches to value (Cost Approach, Sales Comparison Approach and Income Approach) are utilized. The resulting indications of value are then correlated into a final estimate of market value. In the course of investigating the marketplace where this valuation will be made, sufficient data was found to employ the sales comparison approach.

---

## ***DEFINITIONS***

---

### ***Sales Comparison Approach:***

The process of deriving a value indication for the subject property by comparing similar properties that have recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale 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 through vacant when an adequate supply of comparable sales is available.<sup>2</sup>

---

<sup>2</sup> The Appraisal of Real Estate, 14<sup>th</sup> Edition



## ***SITE VALUATION***

---

The method employed to value the site as if vacant and available for sale is the Sales Comparison Approach. An investigation of the market revealed four sales which are indicative of what a well-informed buyer or seller would consider in forming an opinion of value. Within this analysis I have included limited information with respect to the sales. In a separate document is a more detailed description of the sales which has been provided to the client. The separation of the descriptive data has been done for confidentially purposes.

### ***Adjustments***

All of the comparable properties differ somewhat from each other, and from the subject in various ways. The usual differences are for cash equivalency, market conditions, location, and a number of physical characteristics. Many of these factors, in varying degrees, are applicable in the appraisal of the subject property. When dissimilarities are found in comparable properties, they are adjusted for by adding to the comparable price when the dissimilar factor is inferior to the same factor found in the subject property. Likewise, a minus adjustment should be made when the comparable sale has a factor which is superior to that found in the subject property. The sale properties, then, are adjusted to the subject property.

However, in the market it is often difficult and sometimes impossible to accurately isolate a given factor. In short, one very seldom finds sales which are identical in all respects but one, and thus is able to prove conclusively the value, or lack of it, for any one factor due to a difference in sale price. Often, there are plus and minus factors which offset each other. Thus, the use of subjective judgment, to some degree, may be exercised.

Nevertheless, the differences in values are real and adjustments based on as much fact as can be found, will be made. Then, the appraiser may call upon his experience to make subjective judgments.

### ***Property Rights***

Each of the sales involves fee simple property rights. As a result, no property rights adjustments are warranted.

### ***Financing:***

All sales are cash to the seller or on terms considered cash equivalent, and no adjustments are required.

### ***Conditions of Sale:***

No non-market conditions motivating the buyer or seller were reportedly involved in the transactions, therefore no adjustments are required.

### ***Expenditures Immediately After Sale:***

None of the sales required expenditures immediately after sale, and therefore no adjustments are required.

### ***Improvements:***

Some of the sales had improvements which contributed to the sales prices. The contributory value of the improvements has been deducted as illustrated in the sales grid which follows.

### ***Market Conditions:***

Typically in an active market an adjustment for market conditions is required to bring all comparable sales up to the effective date of the appraisal report, November 6, 2013.

I spoke with a number of real estate professionals in attempts to identify similar size parcels with similar locations. The difficulty discovered is there is little activity for small parcels very rural in nature exposed to the market. What typically occurs is a portion of land is split off a larger parcel possibly for a family member, ranch-hand or a mortgage survey is created.

Based upon discussions with the individuals contacted none indicated suggested an increase or loss in value in recent years. Therefore, I have not applied an upward or downward adjustment to the land sales used within this analysis.

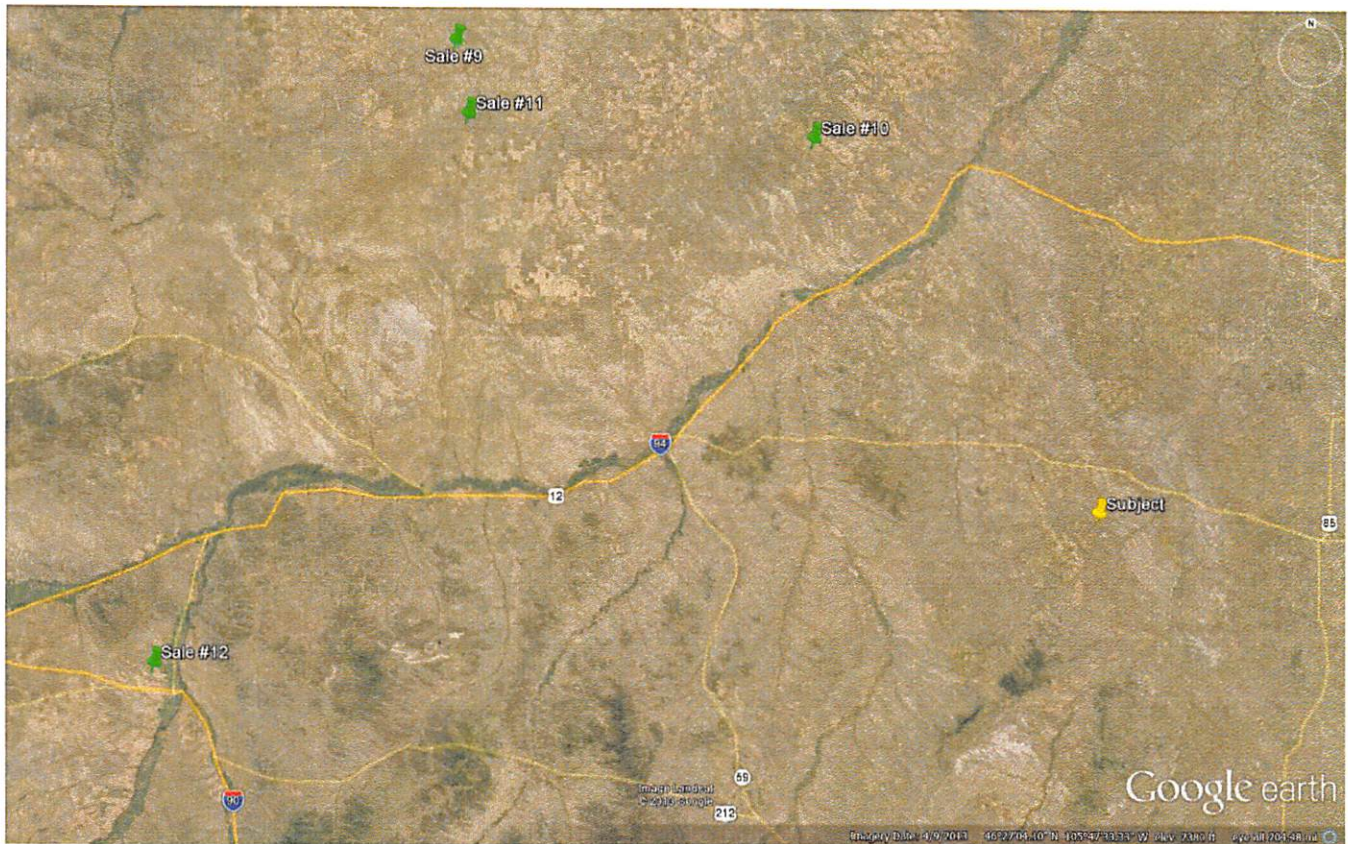
### ***Remaining Adjustments:***

The remaining adjustments will be explained in a qualitative analysis which is an effective technique that recognizes the inefficiencies of a real estate market and the difficulty in expressing the adjustments with mathematical precision. The map on the following page illustrates the approximate location of the subject and sales. In the Sales Grid I have utilized Miles City as the point of reference.

The adjustments are illustrated in the following grid.



## SALES MAP





## SALES GRID

	<u>Subject</u>	<u>Sale #9</u>	<u>Sale #10</u>	<u>Sale #11</u>	<u>Sale #12</u>
	Fallon County	McCone County	Dawson	McCone County	Yellowstone County
Location	±90 miles southeast of Miles City	±75 miles northwest of Miles City	±50 miles northeast of Miles City	±50 miles northwest of Miles City	±100 miles east of Miles City
Sale Date	NA	11/2/2011	7/25/2011	9/29/2011	2/11/2010
Size - acres	5	79	39	49	22
Sale Price	NA	\$21,626	\$129,000	\$77,200	\$21,700
Less Contributory Imps	NA	\$5,000	\$50,000	\$30,000	\$0
Land Value	NA	\$16,626	\$79,000	\$47,200	\$21,700
Price Per Acre	NA	\$211	\$2,026	\$959	\$998
Physical Characteristics					
Location	±90 miles southeast of Miles City	±75 miles northwest of Miles City	±50 miles northeast of Miles City	±150 miles northwest of Miles City	±100 miles east of Miles City
Comparison		Similar	Superior	Similar	Superior
Size - acres	5	79	39	49	22
Comparison		Inferior	Inferior	Inferior	Inferior
Irrigated/Water Rights	No	No	No	No	No
Comparison		Similar	Similar	Similar	Similar
Water Influence	Seasonal runoff	Seasonal Runoff	Seasonal Runoff	Seasonal Runoff	Seasonal Runoff
Comparison		Similar	Similar	Similar	Similar
Topography	Mildly sloping	Rolling	Generally level	Generally level	Generally level
Comparison		Similar	Similar	Similar	Similar
<b>Overall Comparison</b>		<b>Inferior</b>	<b>Superior</b>	<b>Similar</b>	<b>Similar</b>



The following table is an array of the overall comparability of the aforementioned sales:

Sale No.	Price Per Acre	Overall Comparability
Sale No. 9	\$211/Ac	Inferior
Sale No. 11	\$956/Ac	Similar
Sale No. 12	\$998/Ac	Similar
Sale No. 10	\$2,026/Ac	Superior

Considering each of the aforementioned sales, it is my opinion a reasonable estimate of value for the subject parcel as of November 6, 2013 is **\$1,000 per acre or \$5,000\* (\$1,000/ac. x 5 acres)**. This value is also supported by discussions with various real estate professionals in the area.

\* This value is subject to the Hypothetical Conditions on page 10

## *VALUE ESTIMATE AND CERTIFICATION*

---

The undersigned does hereby certify that, to the best of his knowledge and belief, except as otherwise noted in this appraisal report:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and/or those found in the letter of engagement or appraisal consultation contract authorizing this report and is my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting a predetermined value.
- 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. This appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- My analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with The Uniform Standards of Professional Appraisal Practice and with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- Gregory A. Thornquist is currently licensed in the State of Montana (Certificate #867) as a Certified General Real Estate Appraiser. Regarding the Competency Provision of USPAP, I further attest I've had substantial approved education and experience in the appraisal of vacant land and commercial property.



Based upon all the elements of which I am aware of and which could reasonably affect value, I have estimated market value of the subject parcel, as of November 6, 2013, to be:

***Five Thousand Dollars\****

***\$5,000\****

**X**

\_\_\_\_\_  
Gregory A. Thornquist

Montana State Certified  
General Real Estate Appraiser #867  
December 9, 2013

\* This value is subject to the Hypothetical Conditions on page 10

# *ADDENDA*



FOR DNRC USE ONLY

Maximum amount under this agreement: \$5,670

Source of Funds  
Land Banking Private Closing Costs

Fund Name  
Land Banking Private Closing Costs

Fund No.  
02031

Subclass  
555HA

Org. No.  
6043-59

Percent  
100%

Approved

No. 147014  
Amendment No. \_\_\_\_\_  
Division J.G.  
F.S.O. B  
Legal THB



DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION  
TRUST LAND MANAGEMENT DIVISION

APPRAISAL OF POTENTIAL LAND BANKING SALE PARCELS IN  
CUSTER, FALLON & GARFIELD COUNTIES

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) 444-4165 and Greg Thornquist, Elkhorn Appraisal Services, (hereinafter referred to as the "Contractor"), whose address and phone number are P.O. Box 448, Helena, Montana, 59624 and (406) 449-7646, and [elkhornapp@qwestoffice.net](mailto:elkhornapp@qwestoffice.net).

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 December 31, 2013, 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, Emily Cooper, at P.O. Box 201601, Helena, MT 59620-1601 by November 15, 2013.**

**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 the parcels in Custer, Fallon & Garfield Counties, 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 Sales through the Land Banking Program, and all provisions in the body of this contract including the following:

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.

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

### **CONSIDERATION/PAYMENT**

**4.1 Payment Schedule.** In consideration for the services to be provided, the State shall pay an amount not to exceed Five Thousand Six Hundred Seventy and No/100 Dollars (\$5,670). 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 1-1-118, 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.

## **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.

Emily Cooper will be the liaison for the State.

(Address): PO Box 201601  
(City, State, ZIP): Helena, MT 59620-1601  
Telephone: (406)444-4165  
Cell Phone:  
Fax: (406)444-2684  
E-mail: [ecooper@mt.gov](mailto:ecooper@mt.gov)

Greg Thornquist will be the liaison for the Contractor.

(Address): P.O. Box 448



(City, State, ZIP): Helena, MT 59624  
Telephone: (406) 449-7646  
Cell Phone:  
Fax: (406) 449-7887  
E-mail: [elkhornapp@qwestoffice.net](mailto:elkhornapp@qwestoffice.net)

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 13. 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.

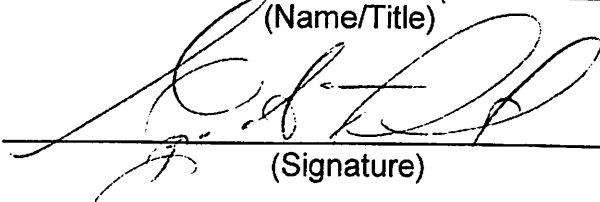
John Grimm, Chief Real Estate Mgt Bureau  
Department of Natural Resources & Conservation  
PO Box 201601  
Helena, MT, 59620-1601

Greg Thornquist  
Elkhorn Appraisal Services  
P.O. Box 448  
Helena, MT 59624  
FEDERAL ID # 32-0228888

BY: John Grimm, Chief Real Estate Mgt Bureau  
(Name/Title)

BY: Greg Thornquist  
(Name/Title)

\_\_\_\_\_  
(Signature)

  
(Signature)

DATE: \_\_\_\_\_

DATE: 11/20/13



## ATTACHMENT A

### Scope of Work for Appraisal of Potential Property Sales 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 the 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.

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

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

**Subject Properties (Located in Custer County):**

Sale #	Acres ±	Legal
691	640	ALL, Section 16, T3N-R54E
696	160	S½NE¼, NW¼NE¼, NE¼NW¼, Section 24, T1N-R48E
698	320	E½, Section 18, T9N-R51E

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

Sale #	Acres ±	Legal
702	5	S½SW¼SW¼NW¼, Section 28, T4N-R60E

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

Sale #	Acres ±	Legal
20	320	E½NW¼,W½NE¼,N½SE¼,SE¼SE¼,NE¼SW¼, Section 12, T18N-R33E

**Area Office Contact Information:**

Marc Aberg – Lands Program Manager  
321 Main Street  
Miles City, MT 59301  
Phone: 406/232-2034  
Fax: 406/232-3807

**Lessee Contact Information:**

Parcel	County	Lease #	Lessee	Phone#
691	Custer	523	Gerald Ellis	(406)427-5277
696	Custer	61	Marvin Rehbein	(406)721-9267
698	Custer	2742	Buford Griffin	(406)421-5569
702	Fallon	8711	John Tronstad	(406)775-6604
20	Garfield	4670	Kelly Childers	(406) 557-2845

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

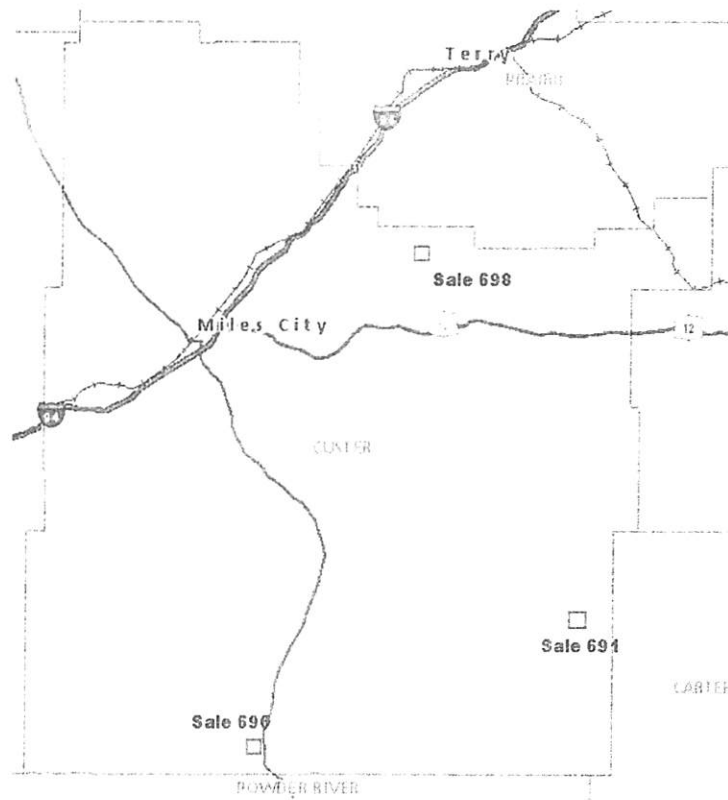
If deemed necessary by the contractor rather than including the specific market data in the appraisal report, a separate addendum may be submitted containing the specific market data as a stand-alone document, which must be reviewed and accepted along with the appraisal, and will be returned to the appraiser 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 each 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, AUMs, acres, costs, etc.), property issues, surveys (if any), and production history. The local land office will provide the contact information to the appraiser in order for the appraiser to obtain access to the property.



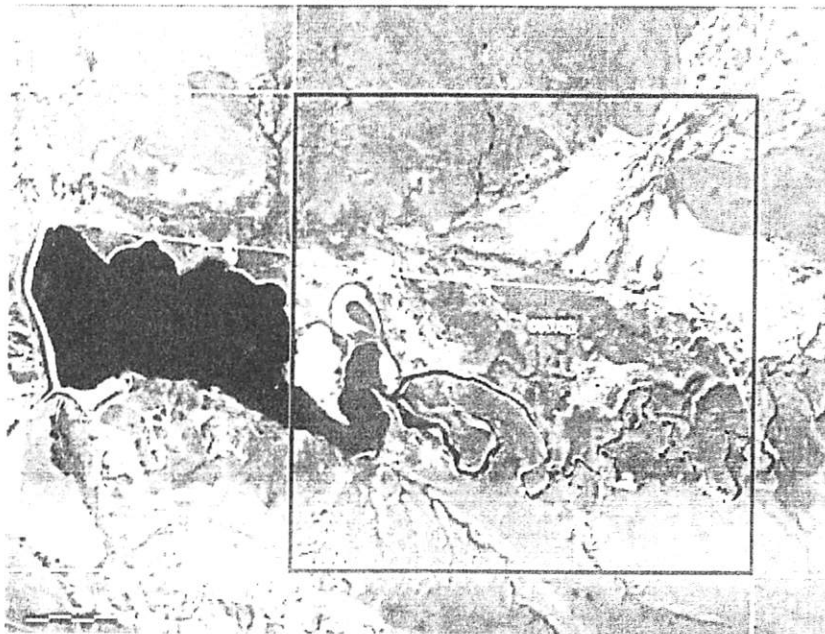
## Location Maps of Parcels - Custer County



## Land Banking Sales Aerial Photos

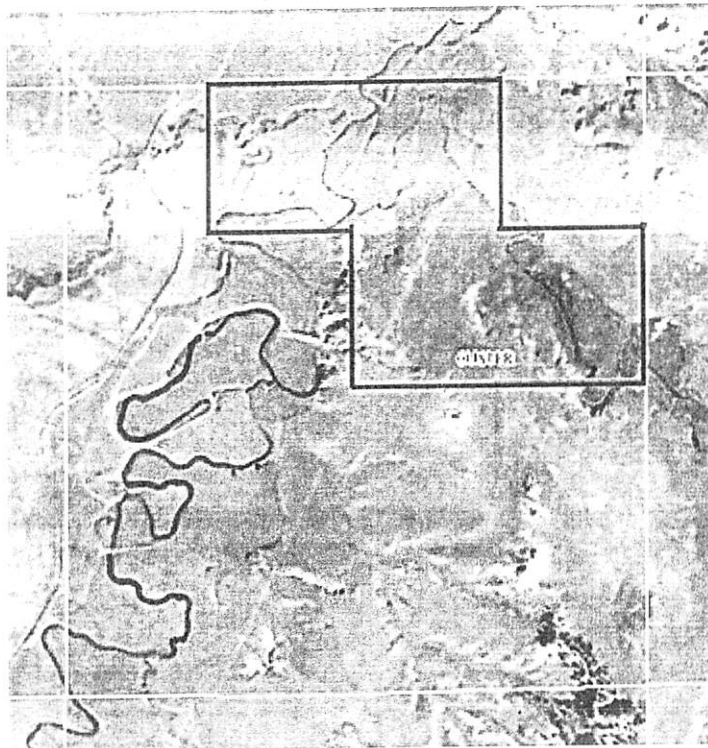
### Sale #691

ALL, Section 16, T3N-R54E – Custer County  
Gerald Ellis

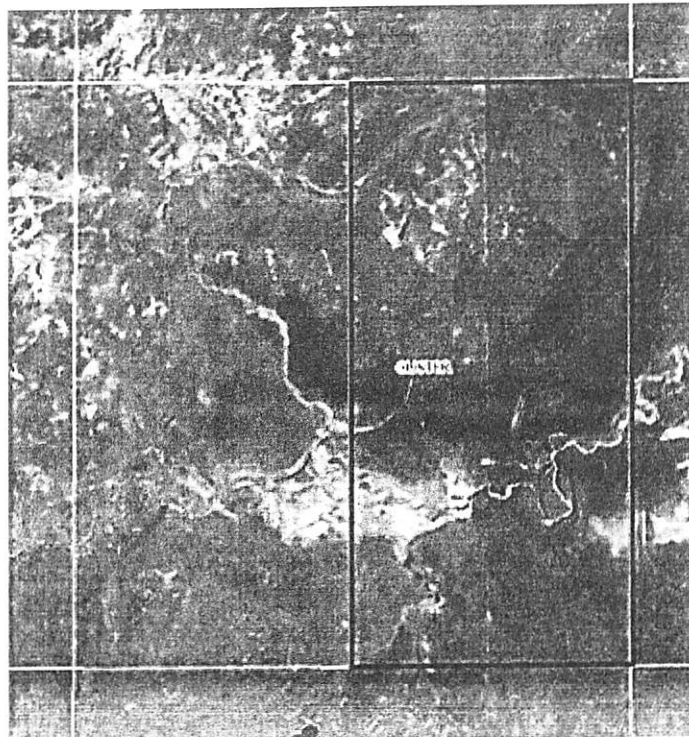


### Sale #696

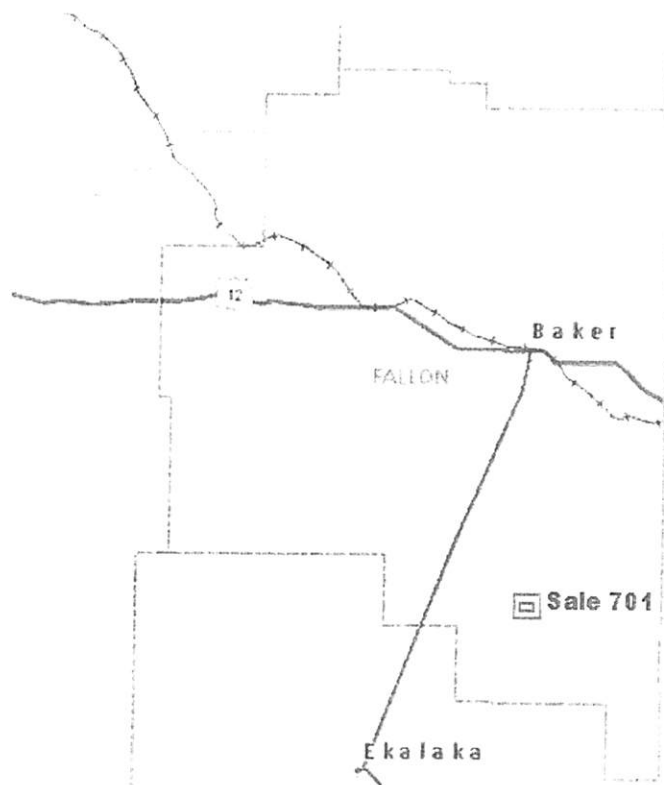
S½NE¼, NW¼NE¼, NE¼NW¼, Section 24, T1N-R48E – Custer County  
Marvin Rehbein



**Sale #698**  
E½, Section 18, T9N-R51E – Custer County  
Griffin Ranch Co.



## Location Maps of Parcel - Fallon County



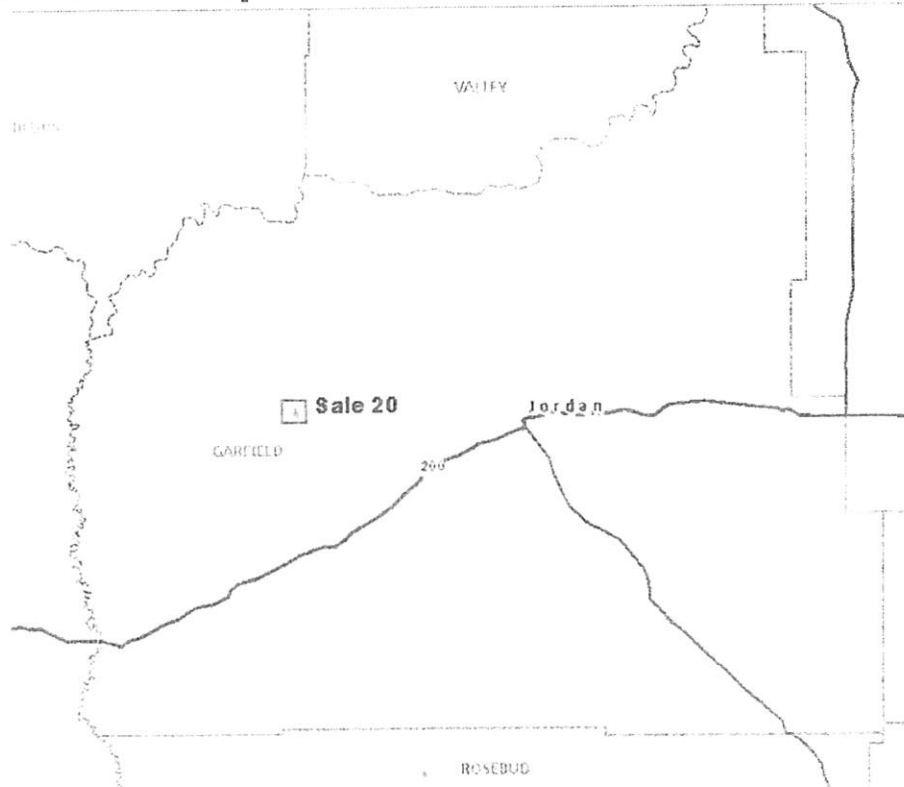
### Sale #701

S½SW¼SW¼NW¼, Section 28, T4N-R60E – Fallon County  
John Tronstad

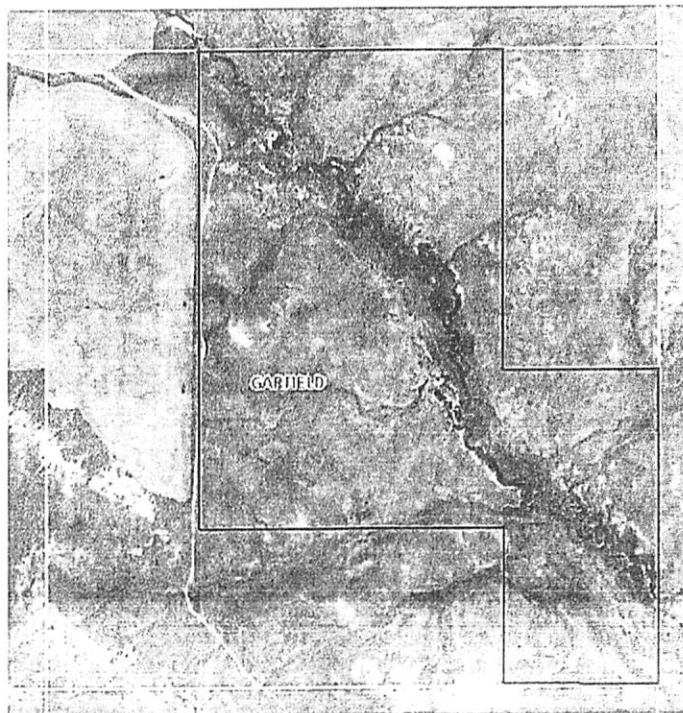




## Location Map of Parcel – Garfield County



**Sale #20**  
E½NW¼, W½NE¼, N½SE¼, SE¼SE¼, NE¼SW¼,  
Section 12, T18N-R33E  
7 V Ranch



# Property Record Card

## Summary

### General Information

Property Category: RP Subcategory: Real Property  
Geocode: 05-1888-20-1-04-03-0000 Assessment Code: 0000038798  
Primary Owner: KFO POE ENTERPRISES LLC  
15500 MADISON FRONTAGE RD HELENA, MT 59601  
THREE FORKS, MT 59752-9496 COS Parcel:

NOTE: See the Owner tab for all owner information

### Certificate of Survey:

Subdivision: SKYWAY REGIONAL SHOPPING CENTER MINOR

### Legal Description:

SKYWAY REGIONAL SHOPPING CENTER MINOR, S20. T10 N. R03 W, Lot 5-C-1, COS  
#3181176

Last Modified: 6/14/2013 3:54:37 AM

### General Property Information

Neighborhood: 201 Property Type: CU - Commercial Urban  
Living Units: 0 Levy District: 05-048701-0101  
Zoning: Ownership %: 100

### Linked Property:

No linked properties exist for this property

### Exemptions:

No exemptions exist for this property

### Condo Ownership:

General: 0 Limited: 0

### Property Factors

Topography: Fronting:  
Utilities: Parking Type:  
Access: Parking Quantity:  
Location: Parking Proximity:

### Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00

**Gregory A. Thornquist  
Elkhorn Appraisal Services  
State of Montana, Certified General #867  
P.O. Box 448  
Helena, MT 59624**

**Appraisers Qualifications**

<b>EMPLOYMENT:</b>	Present, Elkhorn Appraisal Services A real estate appraisal firm.	Helena, MT
	July 2006 to February 2008, Joki & Associates Real Estate Appraisers, Staff real estate appraiser.	Helena, MT
	July 1995 to July 2006, Montana State Tax Appeal Board, Board Member/Chairman	Helena, MT
	1993 - 1995, Rutherford & Associates Appraisals, Inc, Apprentice Appraiser	Billings, MT
	1987 - 1995, Thornquist Property Tax Consulting, Owner/ Tax Consultant	Billings, MT
<b>EDUCATION:</b>	Carroll College Business Studies	Helena, MT
	1984 - 1986     University of Northern Colorado Business Studies	Greeley, CO
	1983     Arapahoe Community College Business Studies	Littleton, CO
	<b>Specialized Real Estate courses:</b>	
	Business Practices and Ethics Appraisal Institute, September 13, 2013	
	National USPAP Update Course Appraisal Institute Seminar, January 27, 2012	
	The Discounted Cash Flow Model: Concepts, Issues, and Apps Appraisal Institute Seminar, October 5, 2010	
	Hotel Appraising – New Techniques for Today’s Uncertain Times Appraisal Institute Seminar, October 4, 2010	
	Using Spreadsheet Programs in Real Estate Appraisals Appraisal Institute Seminar, April, 2010	
	National USPAP Update Course Appraisal Institute Seminar, February 5, 2010	



Appraisal Curriculum Overview  
Appraisal Institute Seminar, September 24-25, 2009

Requirements of UASFLA – The Yellow Book  
American Society of Farm and Rural Appraisers, October 14, 2008

Office Building Valuation: A Contemporary Perspective  
Appraisal Institute Seminar, September, 19, 2008

Report Writing and Valuation Analysis  
Appraisal Institute, June, 2007

Uniform Standards of Professional Appraisal Practice (USPAP)  
Lincoln Graduate Center, August, 2006

General Applications - Online Course  
Appraisal Institute, January, 2006  
Using Your HP-12C Financial Calculator - Online Course  
Appraisal Institute, October, 2005

The Appraiser as an Expert Witness  
Appraisal Institute, January, 2005

Separating Real & Personal Property from Intangible Business Assets  
Appraisal Institute, October, 2003

Appraisal Procedures  
Appraisal Institute, March, 2002

Partial Interest Valuation - Divided  
Appraisal Institute, September, 2001

Litigation Skills for the Appraiser  
Appraisal Institute, April, 2000

Residential Case Study  
Appraisal Institute, June, 1999

Sales Comparison Valuation of Small Mixed Use Properties  
Appraisal Institute, January, 1999

General Applications  
Appraisal Institute, December, 1997

Basic Income Capitalization  
Appraisal Institute, June, 1997

Income Approach to Valuation  
International Association of Assessing Officers, October 1990

#### Other Related Training

Administrative Law Fair Hearing  
The National Judicial College, November, 1995

Logic and Opinion Writing for Administrative Law Judges  
The National Judicial College, June, 1999

**STATE CERTIFICATION:** State of Montana. Certified General #867. Issued December, 2007

**TYPICAL APPRAISALS:** Multifamily, office, skilled nursing/convalescent facility, retail, commercial, industrial, special purpose, vacant land, residential and commercial subdivision land.

**CLIENTS:** Wells Fargo Bank, American Federal Savings Bank, Valley Bank of Helena, United States of America – Department of Veterans Affairs, State of Montana – Department of Natural Resources, State of Montana – Fish Wildlife and Parks, Lewis and Clark County, City of Helena, Butte-Silver Bow County, First Community Bank, Bank of Baker, 1st Interstate Bank, Citizens State Bank, First Montana Bank, Mountain West Bank, Rocky Mountain Bank, Amegy Bank, Allstate Appraisal Services, and other private parties.

State of Montana  
Business Standards Division  
Board of Real Estate Appraisers

This certificate verifies licensure as:  
**CERTIFIED GENERAL APPRAISER**

**License #:**           **REA-RAG-LIC-867**

**Status:**             **Active**

**Endorsement:**     Real Estate Appraiser  
Mentor

**Expiration Date:**   **3/31/2014**

**GREGORY THORNQUIST  
1522 CHOTEAU ST  
HELENA, MT 59601**