

**STATE OF MONTANA SALE #1155
REAL ESTATE APPRAISAL
BIG HORN COUNTY, MONTANA**



PREPARED FOR

**MONTANA DNRC
ATTN: SETH GOODWIN
REAL ESTATE SPECIALIST
PO BOX 201601
1539 ELEVENTH AVENUE
HELENA, MT 59620-1601**

PREPARED BY

**J. SCOTT CROSBY
MONTANA CERTIFIED GENERAL REAL ESTATE APPRAISER
COWLEY, WYOMING**

&

**VALERIE CROSBY
MONTANA CERTIFIED GENERAL REAL ESTATE APPRAISER
COWLEY, WYOMING**

**APPRAISAL REPORT
DATE OF VALUATION – SEPTEMBER 28, 2022**



Crosby Analytics, LLC

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October 24, 2022

MT DNRC
Attn: Seth Goodwin
Real Estate Specialist
P.O. Box 201601
1539 Eleventh Avenue
Helena, MT 59620-1601

Re: State of Montana Sale #1155 Real Estate Appraisal, Big Horn County, MT

Dear Mr. Goodwin:

Transmitted herewith is our report covering findings and conclusions resultant from our inspection of the above referenced property. The facts and opinions of the As Is Fee Simple Market Value, based on cash, as of September 28, 2022 as follows:

State of Montana Property Real Estate & Improvements	\$207,000.00
State of Montana Property Real Estate	\$ 18,000.00
Improvements	\$189,000.00

The main body of our report provides you with detailed studies, as well as the assumed limitations placed upon this work product by the undersigned. You will also find the development of Market Value. If any of the Hypothetical Conditions or Extraordinary Assumptions on page 10 are different from what is shown, the market value may change. The Appraisers have not performed appraisal services regarding the subject property within the three-year period immediately preceding the agreement to perform this assignment. Please review this material carefully so that you will properly understand our working guidelines.

We trust this report will be found satisfactory for your needs. The appraisal is an Appraisal Report and the clients are the State of Montana, the Montana Board of Land Commissioners (Land Board) and the Department of Natural Resources and Conservation (DNRC). The values of the appraised property are based on cash. If any additional detail is required, please do not hesitate to call upon us. Our conduct in the preparation of this report has been governed by the Code of Ethics of the various professional organizations in which we ascribe.

Your confidence in allowing us to serve you is greatly appreciated, and we have considered this work a privilege.

Respectfully submitted,

J. Scott Crosby
Certified General Real Estate Appraiser
Wyoming Certificate #1512
Montana Certificate #8183
Idaho Certificate #4314
North Dakota Certificate #21769

Valerie Crosby
Certified General Real Estate Appraiser
Wyoming Certificate #1995
Montana Certificate #13693

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SUMMARY AND SALIENT FACTS

Owner of Record (Land): DNRC School Trust Land
P.O. Box 201601
Helena, MT 59601-1601

Owner of Record (Improvements): Kenneth Fox
RR 1 Box 1051A
Hardin, MT 59034-9710

Location: Approximately 10.50 miles north of Hardin, MT.

Property Address: Road 60
Hardin, MT 59034

Property (Land) Parcel #: C0167A0

Property (Improvements) Parcel #: C019900

Interest Appraised: Fee simple unencumbered value of the property as a whole for Sale #1155.

Date of Value: September 28, 2022

Property Description: 1.94 acres of land.

Zoning: None; classified as rural land

Highest and Best Use: Agricultural/Rural Residential

Conclusion of Value:

State of Montana Real Estate & Improvements	\$207,000.00
State of Montana Real Estate	\$ 18,000.00
Improvements	\$189,000.00

Authorization:

Scott Crosby and Valerie Crosby have been authorized to appraise real estate vested to the State of Montana. The property is in Big Horn County, Montana. Authorization to do the appraisal was given by Ryan Weiss, Bureau Chief, DNRC TLMD Real Estate Management Bureau, PO Box 201601, Helena, MT 59620-1601. The clients are the State of Montana, the Montana Board of Land Commissioners (Land Board) and the Department of Natural Resources and Conservation (DNRC). The appraisal is written as an Appraisal Report under the guidelines of the Uniform Standard of Professional Appraisal Practice.

Statement of Limiting Conditions:

1. The information contained in this report was gathered from reliable sources, but is no way guaranteed.
2. It is assumed that the title of this property is good and merchantable and that there are no encumbrances which cannot be cleared through regular processes.
3. The Appraisers did not search validity of title, nor do they assume responsibility for corrections which survey of the property may reveal. A title report was not provided to the appraisers showing the legal description, easements or any clouds that may be on the title. It is assumed that there are no clouds on the title that would affect value. The legal description of the various properties was taken from the respective County Assessors computer records. It could be possible that not all the properties were on the computer records. A title search would be the only way to verify the accuracy of the legal description use for this appraisal.
4. This report is not to be reproduced in part without written consent of the Appraisers.
5. The employment of Crosby Analytics to make this appraisal is not in any manner contingent upon the value reported.
6. The value of the land and improvements (if applicable) as contained in this report are constituent parts of the total value and neither is to be used in aiming a summation appraisal by a combination of value created by another Appraiser.
7. The total purchasing power of the dollar is the basis for the value reported.
8. We are not required to give testimony in court with reference to the subject property unless further written arrangements are made.
9. Valerie Crosby and/or Scott Crosby have personally inspected the appraised property.
10. Neither all nor any part of the contents of this report shall be used for any purposes by anyone but the client without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to valuation and conclusions, the identity of the Appraisers or firm with which they are connected.
11. The Appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraisers assume no responsibility for such conditions, or for engineering which might be required to discover such factors.
12. Unless otherwise stated in this report, the existence of hazardous or nonhazardous material, which may or may not be present on the property, was not observed by the Appraisers. The Appraisers have no knowledge of the existence of such materials on or in the property. The

Appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde insulation, pesticides, herbicides, petroleum products, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property (unless specifically identified) that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The reader is urged to retain an expert in this field.

13. This appraisal can be reviewed by the American Society of Farm Managers and Rural Appraiser Ethics Committee for compliance with their Code of Ethics and Standards of Professional Practice without permission of the Client.
14. **Should mathematical, judgmental, or data errors be found in this report the Appraisers reserve the right to make corrections.**
15. The Appraisers are **not responsible** for any Federal or State Income Tax consequences that may result from the values arrived at in this appraisal.
16. **The liability of the Appraiser and employees is limited to the client and to the fee collected.** Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser assumes no responsibility for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and legally.
17. The State of Montana is a "non-disclosure" state and as such, sale prices of real estate are not publicly recorded, therefore, few centralized sources of sale prices for real estate transactions exist. In addition, no one associated with a real estate sale transaction is obligated to release or verify information. The client is hereby notified that it is possible there may be sales of comparable properties of which we have no knowledge and, therefore, have not been analyzed herein. The information presented herein has been gathered from sources deemed reliable and every effort has been made to ensure its accuracy.
18. If applicable, furnishing and equipment, personal property or business operations except as specifically indicated and typically considered as part of the real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated. **If applicable, all irrigation equipment including pumps, sprinkler systems, gated irrigation pipe, headgates and any other items required to provide irrigation water to the land are included in the irrigated land value.**
19. This appraisal is written as an Appraisal Report according to the Uniform Standards of Professional Appraisal Standards. Our office file may contain additional information relating to valuation not included in this report.
20. Unless otherwise disclosed in this report, we have provided no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year (36-months) period immediately preceding the agreement to perform this assignment.
21. **ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTE ACCEPTANCE OF THE ABOVE CONDITIONS.**

Appraisal Process:

An appraisal is defined as:

“The act or process of developing an opinion of value; an opinion of value. An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, more than, not less than, less than) to a specified amount.” (Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition)

An appraisal is based on an impartial or unbiased perspective; it is not made for the purpose of favoring a specific cause or any particular part. The appraisal process is an orderly procedure in which the data used in estimating the value of the subject property is assembled, classified, analyzed, and interpreted into a final opinion or conclusion. The conclusion of market value is developed through a course of accepted analytical procedure reflecting only the opinion(s) of the appraisers involved in the analysis.

The first step in this process involves defining the appraisal problem: that is, the identification of the real estate, the effective date of value estimate, the identification of the property rights to be appraised, and the type of value sought. Detailed market information pertaining specifically to the subject property's value is then collected and analyzed. This market information includes an area and neighborhood analysis, site and improvement analysis, highest and best use analysis, and the application of specific approaches used in estimating the property's value. The final step in the appraisal process is the reconciliation of correlation of the values as indicated by the applicable valuation approaches. The following report details the entire appraisal process.

Statement of Competency:

The Competency Provision of the Uniform Standards of Professional Appraisal Practice (USPAP) recognizes that the background and experience of appraisers can vary widely, and that a lack of knowledge or experience can lead to an inaccurate or inappropriate appraisal practice. Perfection is impossible to attain, and competence does not require perfection. However, an appraiser must not render appraisal services in a careless or negligent manner. This rule requires an appraiser to use due diligence and due care. The Competency Provision states:

An appraiser must determine, prior to agreeing to perform an assignment, that he or she can perform the assignment competently. Competency requires:

- 1. the ability to properly identify the problem to be addressed;*
- 2. the knowledge and experience to complete the assignment competently; and*
- 3. Recognition of, and compliance with, laws and regulations that apply to the appraiser or to the assignment.*

The knowledge and experience of the signatory of this appraisal in the valuation of agricultural

property is established, it is confirmed through the successful completion of numerous appraisals completed over the last 9.5 years. The signatory appraiser is certified as a General Real Estate Appraiser by the Montana State Appraisal Board, in addition the appraiser is considered an Associate Appraiser by the American Society of Farm Managers and Rural Appraisers.

It is the opinion of this appraiser that all necessary and appropriate steps were taken to ensure that a properly developed appraisal has been completed. Valerie Crosby, General Real Estate Appraiser, assisted at a value and writing this appraisal.

Purpose of Appraisal:

The purpose of this appraisal is to determine the As Is Market Value (based on terms of cash) of the property. The definition of Market Value is included in the section of the report titled "Valuation."

Effective Date of Appraisal:

The effective date of the appraisal for the subject property is September 28, 2022. The property was inspected on September 28, 2022. This report was completed on October 24, 2022.

Estate to be Appraised:

The estate or property right being appraised is the surface rights of record in the real property known as the State of Montana Sale #1155 property. A title search has not been seen by the appraiser. The appraisal assumes that full and complete marketable title is available to the subject property, subject to standard easements, such as power lines and underground oil or gas pipelines.

Intended Use of Appraisal:

The intended use of the appraisal is to provide the State of Montana, the Montana Board of Land Commissioners (Land Board) and the Department of Natural Resources and Conservation (DNRC) and Lessee Kenneth D. Fox (intended users) with a market value estimate of the property to be used in the decision-making process concerning the potential sale of said subject property. This is an **Appraisal Report**. The clients are the State of Montana, the Montana Board of Land Commissioners (Land Board) and the Department of Natural Resources and Conservation (DNRC).

Sales History of Property:

The appraised property (land) has been owned by the State of Montana for more than three years and is not listed for sale as of the date of this report. The appraised property (improvements) has been owned by the Kenneth D. Fox for more than three years and is not listed for sale as of the date of this report.

Hypothetical Conditions:

Uniform Standards of Professional Appraisal Practice defines a hypothetical condition as "that which is

contrary to what exists but is supposed for the purpose of analysis.” There following are the hypothetical conditions upon which this appraisal is based:

1. The land and improvements are in fee simple ownership.
2. The land is vacant for arriving at a value on the state-owned home site.

Extraordinary Assumptions:

An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property or about conditions external to the property. There are no extraordinary assumptions upon which this appraisal is based.

Distribution of Value:

Value as assigned in this report applies to the real estate as described and is based on the unencumbered value. It does not consider the value of personal property. As noted herein, a separate contributory value analysis of any existing mineral rights or water rights is not made. Water rights are considered as part of the overall values as assigned to the real estate and their values are reflected by the land values exhibited in the market. In other words, water rights are considered part of the value identified for the various land classes. All livestock water facilities such as dams, wells, and spring developments. In addition, fences, and irrigation equipment, if applicable, are included in the land value.

Scope of Work:

The property was inspected on September 28, 2022. Scott Crosby inspected the property. Seth Goodwin, DNRC representative, and Kenneth D. Fox accompanied the appraiser. Valerie Crosby assisted in analyzing sales comparisons, writing the appraisal, gathering information, and creating maps. The final opinion of value was determined by Scott Crosby and Valerie Crosby. A conversation was had with Mr. Fox concerning the appraised property. We analyzed several real estate sales that have taken place in the area during the last 3 to 4 years. We considered the cost, sales, and income approach to value in arriving at the final value of the property.

The income approach will not be utilized in arriving at a value for the subject property. The subject is located in an area with rural residential appeal. Also, the property is not an economic sized unit and would be used as an add-on property to a local producer. Buyers of the property would be more interested in the location of the property for rural residential use and/or as an add-on property rather than the income earning potential of the property along. For these reasons, the income approach will not be used in this report.

Background property information was gathered from several sources including the County Assessor, the County Clerk and Recorder, the USDA Farm Service Agency, the State of Montana Department of Natural Resources, plus personal knowledge of the local and surrounding area.

The sales comparison, cost and income approaches to value were considered. To develop the opinion of

value, the appraisers performed a complete appraisal process. In developing the Appraisal Report the appraiser uses (or considers) all applicable approaches to value and the value conclusion reflects all known information about the subject property, the market conditions and all pertinent available information. The appraiser is not responsible for unauthorized use of this report.

Map Source:

Included as an integral part of this appraisal report are maps of the appraised property. These maps were prepared by Valerie Crosby or others and, although they do not purport to represent a survey accuracy, it is believed that they are substantially correct and therefore adequately serve as visual reference to the property.

Legal Description:

Following is the legal description of the deeded lands being appraised. The acreage shown are the assessed acres and were verified with Big Horn County records and matches the legal provided to the appraiser in the contract.

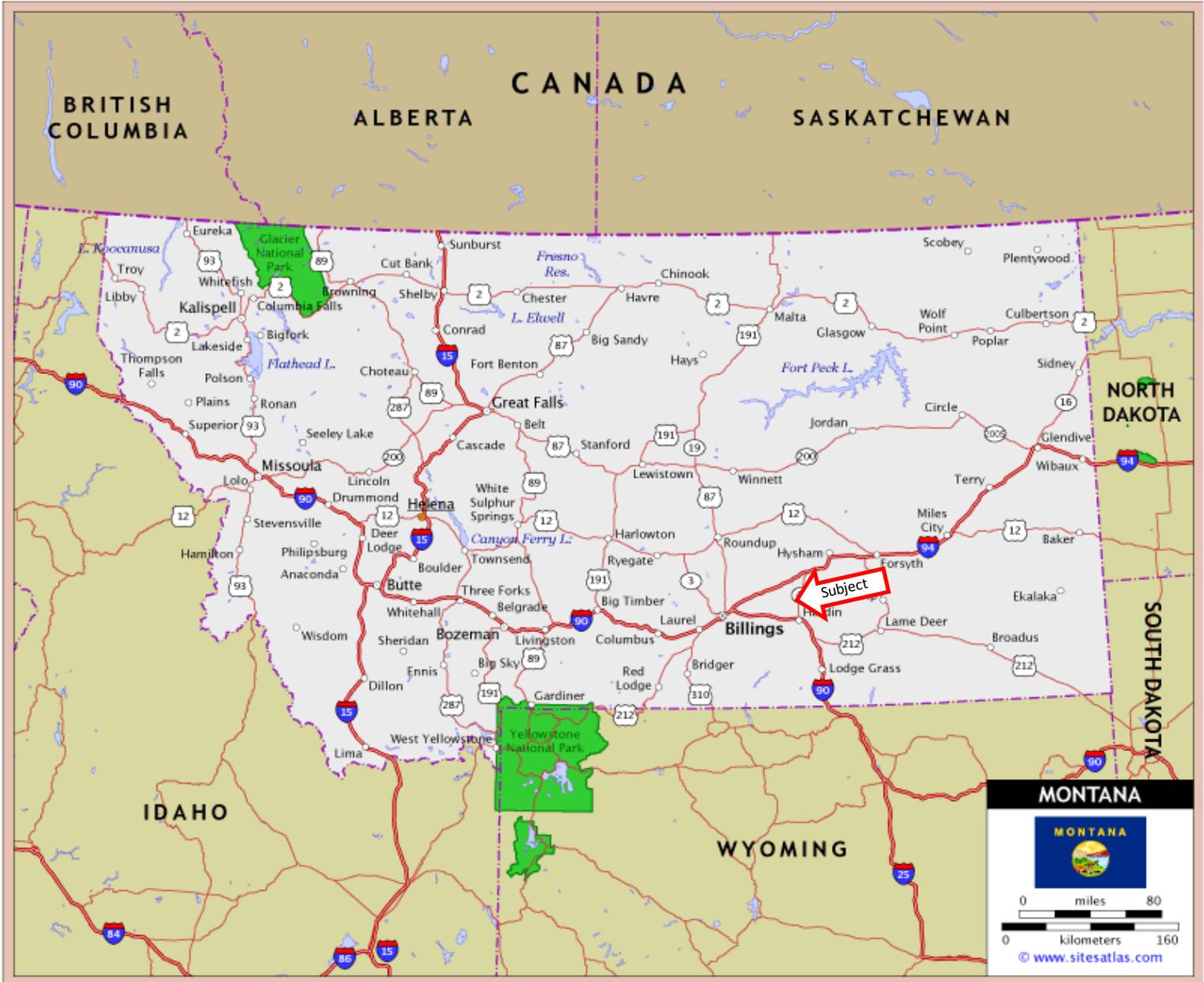
Township 2 North. Range 33 East. M.P.M., Big Horn County, Montana.

Section 27: Tract 1, COS 762	<u>1.94 AC</u>
Total State of Montana Deeded Land	1.94 AC

Leases

No leases are being considered in this report. A hypothetical condition is being used in this report that the property is not encumbered with a lease.

State Location Map



County Location Map



AREA DESCRIPTION

Big Horn County comprises an area extending approximately 100 miles east and west and 75 miles north and south. It embraces 5,025 square miles and has 3,216,000 acres within its borders. The southern portion of the county embraces part of the Big Horn Mountains, Wolf Mountains and the Pryor Mountains. The 2010 census figures place the county population at 12,865. Hardin, the principal town in the area and the county seat of Big Horn County, was first settled in 1907 and had a 2010 population of 3,505. Hardin is located 15 miles north of Crow Agency via Interstate #90. Lodge Grass had a July 1, 2009 population of 537.

The area is served by the Lincoln-Billings line of the Chicago-Burlington and Quincy Railroad, U.S. Highway No.87 and Interstate Highway No.90, which provide convenient marketing outlets for agricultural products and livestock. Aside from these transportation facilities, the area is well supplied with graded county roads which make the main highway and railroad shipping point accessible the year around. Billings, the principal trading center of this area, is located 50 miles west of Hardin.

The county has a climate typical of the semi-arid Great Plains Region, marked by abundant sunshine, low relative humidity, moderate winds, low precipitation, and wide daily and seasonal variations of temperature. The growing season is relatively short. The summer season has hot days with abundant sunshine which is tempered by cool nights. The winters are moderately cold, but as a rule they are not prolonged and are broken frequently by comparatively long periods of mild weather. Occasionally, late spring and early fall frosts cause damage, as do hail and flash summer rains, which at times attain cloudburst intensity.

The months of highest rainfall are May and June. In the southern part of the county, on the high benches and in the mountainous area, the precipitation is greater than in the northern parts of the county because of the rise in elevation. The weather station at Crow Agency considers the average precipitation to be 15.31 inches, with 10.09 of those falling between April and September. Normal frost-free days number 125.

Agriculture is the principal industry in the region. Native hay and alfalfa were the first crops grown under irrigation in this area. They were produced for winter feed for livestock which ranged on the adjacent hills and mountains. Since the earliest settlement, livestock raising has been a major industry in the county, with beef cattle leading all other livestock. As more land was put under irrigation, and the population of the valleys increased, the farm units became smaller and a larger acreage was planted to alfalfa and crops that could be used for feed - such as wheat, oats and barley. Later, wheat became the principal cash crop. At present alfalfa occupies the largest acreage of any single crop. It is produced as a hay crop and also serves as an important source of farm income, with a good local market to near at hand range men. It is also used as a soil improvement crop. Two cuttings of alfalfa hay are obtained in some areas of the county and three cutting in others.

In 1915 the first sugar beets were grown in the area, and from that time on the acreage planted

each year has been increased. There were a few years that sugar beets were not grown when the Holly Sugar plant closed. The sugar beets are now trucked to the Billings sugar factor. Of all the crops grown on irrigated land, the value of the sugar beet crop far exceeds the other crop values. Irrigated oats, barley, and corn are minor crops grown in the irrigated valley.

In addition to the irrigation along the river valleys, considerable dry land farming is practiced in Big Horn County, which consists principally of winter wheat and barley. Beef cattle is the major livestock grown in Big Horn County and is a major income producing enterprise for the county operators. Many of the livestock are sold through local auctions with other occurrences of direct order buyer on area ranches. A newer participant in this market is the video auction, which has been growing in popularity in recent years.

The principal streams in Big Horn County from which water for irrigation is diverted are the Big Horn and Little Big Horn Rivers and their tributaries. The Big Horn River is formed by the Wind and Popo Aggie Rivers near Riverton, Wyoming. From this point it flows north to the Yellowtail Dam, then on to converge with the Yellowstone River near Custer, Montana. The Little Big Horn River converges with the Big Horn River at Hardin. Pryor Creek is the principal water way at the western edge of the county. Pryor Creek flows from the Pryor Mountains into the Yellowstone River.

The town of Hardin, the county seat, is situated midway between Seattle, Washington, and Minneapolis, Minnesota, approximately 550 air miles northwest of Denver, Colorado. More specifically, it is located in the south-central part of Montana, approximately 46 miles east of Billings, the largest city in the state. Hardin is located on the northern edge of the Crow Indian Reservation and near the Cheyenne Reservation, located south and east of Hardin. The majority Hardin area residents are farmers and ranchers with a mixture of retired persons and Native Americans.

Hardin is located along U.S. Interstate 90, which also passes through Billings and is a major access route throughout western Montana and the Pacific Northwest. A branch line of the Burlington Northern Railroad connects the area with Billings, Montana and Lincoln, Nebraska.

Hardin has a retirement home, a nursing home which is a wing of the Big Horn County Memorial Hospital, Big Horn County Health Center, a public high school, three elementary schools, a number of churches, three banks, four motels and a historical museum.

Rural property values are affected by many factors, with expected net income an important determinant in all areas. Other factors, however, including recreation and scenic values, minerals, interest rates, urban influences, investment potential, supply of properties on the market, and stressed sales, are also important. Current market values reflect consideration of all of these factors by buyers and sellers in the market.

During the past several years, the controversy involving Section 2 of the Crow Allotment Act of 1920, which involves non-Indian ownership rights and limitations on the Crow Reservation, appears to have had a slightly negative effect on land purchases on the Reservation. Debate

regarding taxation, land use and political issues facing fee ownership on the Reservation has escalated during the past several years. A district court ruling stated that the Crow Tribe of Indians had no right of action to sue defendants for alleged violations of acreage restrictions in the Crow Allotment Act of 1920, this ruling was upheld by the Ninth Circuit Court of Appeals (filed July 20, 1994). As a result, non-Indian buyers appear to have since become somewhat less hesitant in purchasing properties on the Crow Reservation, although questions regarding additional taxation and restrictions proposed by the Tribe (including use of the Big Horn River and Little Big Horn River) are still issues.

Pryor is located on the Crow Indian Reservation. Services at Pryor are limited. There is a convenience store, café, grade school and high school. Chief Plenty Coups Memorial Park is located at Pryor. This Memorial is owned by the Montana Fish, Wildlife and Parks. The majority of the services are provided for in Billings.

Lodge Grass is located approximately 23 miles south of Crow Agency via Interstate Highway #90. Lodge Grass had a 2010 population of 428. Lodge Grass has a grade and high school and limited services. The headquarters for the Crow Tribe are located at Crow Agency which is approximately 15 miles south of Hardin.

PROPERTY DESCRIPTION

Location & Roads:

The State of Montana property is located north of Hardin. The property is reached by traveling north from Hardin on Highway 47, a paved road, for approximately 10 miles. Turn left (west) onto Road 60, a county gravel road, and travel for approximately .50 miles. This brings you to the southeast corner of the property. The property is located in eastern Judith Basin County.

State and county location maps are shown on page 12 and 13.

Markets:

Grain markets are located at Billings, Montana. Livestock auction markets are located at Buffalo, Wyoming and Billings, Montana. Most supplies are acquired in Sheridan, Wyoming or Billings.

Community Facilities:

School for grades K-12 are located at Hardin, MT. School bus service is reportedly available to the subject property. Medical facilities, including a hospital clinic, is in Hardin, MT. Major medical services are located in Billings.

Climate:

The average annual precipitation, according to precipitation maps is approximately 12.3 inches

with 8.6 inches falling between April and September. The frost-free period is over 100 days.

Property Operation:

The property has historically been operated as a rural residential home with livestock by Kenneth Fox (Lessee). The land consists of level land with multiple improvements that aid in owning livestock. There are trees located around the home. Water is provided by a well. There are deer and upland birds on, or that pass through, the property.

Land Use:

The land current use as a whole is for a rural residential site.

Site 1.94 Ac

The land consists of open land that is mostly level with improvements located on the property. There is water on the property for use through a well.

Flood Plain:

There can be some occasional flooding of land along drainage ways. This flooding is generally due to rapid snow melt or heavy thundershowers. The property, as of the date of this report, has not been mapped by FEMA to determine flood zone. It does not appear that it would be in a flood zone. This is not a warranty.

Accessibility:

The property is accessed off Road 60, a county gravel road, which makes up the southern property boundary. Two track trails traverse through the property providing access throughout. The following map shows the property access road in yellow.



The land is easily accessible.

Physical Features:

The land is typical of land located in this part of Big Horn County. The land consists of mostly level homesite area with trees and grass. The elevation of the property is approximately 2,840 feet. The topography of the unit as a whole is conducive to its use as rural residential property.

Soils:

The Soil Conservation Service has completed a published soil survey of Big Horn County. The title of the publication is "Soil Survey of Big Horn County Area, Montana." A copy of this publication can be had at the local FSA office.

Following is a brief description of the major soils that make up the State of Montana Property:

MAP SYMB	NAME	CAPABILITY CLASS	SLOPE %	% of Acres
Lt	Lohmiller silty clay saline	VI _s	0-2	50.50
Lo	Lohmiller silty clay loam	IV _w	0-2	49.50

These soils are typical for the area. A buyer would be less likely to focus on how productive the soils are given the use of the property as a rural residential site.

Vegetation:

Dominant grassland species in the area include western wheatgrass, blue grama, green needlegrass, bluebunch wheatgrass, little bluestem and needle-and-thread. There are trees in the southern part of the property in the yard.

Weeds:

No noxious weeds were seen on inspection. This is not a warranty.

Water:

Domestic water is provided by a well. Water rights filed with the Montana Department of Natural Resources can be found in the addenda.

Government Programs:

The appraiser is not aware of any FSA grain base with the property. This information was not provided to the appraiser. Any grain base with the property would not alter the market value.

Hazards and Detriments:

The main hazards in the area of the subject property consist of normal climate problems such as

frost, severe winters, and drought. Hail also can be a problem. These hazards are normal for this area of Montana.

Garbage Dump:

A garbage dump was not seen during the inspection. This is not a warranty.

Fuel Tanks:

No evidence of underground fuel tanks was seen during the property inspection. This is not a warranty.

Zoning and Mineral Rights:

There are no zoning ordinances in the area and the property is classified as rural land. No opinion of value for any mineral rights with the property is being given in this appraisal.

Fences:

There are no complete perimeter fences that appear to be on the property. There are areas of partial fencing. Both wood and steel posts are used. The perimeter fences appear to be in fair to good condition.

Utilities:

There is electricity and telephone service at the farmstead. Waste disposal is by a septic system. The system is reported to be in working order. The dwelling is heated by a pellet stove and electric heat. Domestic water is provided by a well, which is reported to be of fair quality.

Real Estate Taxes:

The subject property is State land and exempt from being taxed. If the State land property were taxed, it is estimated that the tax amount would be less than \$750. The real estate taxes for the Fox property (improvements) in 2021 were estimated to be less than \$1,500.00. These taxes are typical for the area. Taxes in the county are stable with no foreseeable increases or decreases that are abnormal.

Environmental Audit:

The appraisers are not an expert in the field of environmental hazards or toxic substances and has not completed an environmental audit of the subject property. During the property inspection no visible environmental hazards were evident and no buried fuel tanks were observed on the property. The property is being appraised assuming there are no toxic or hazardous substances located on the subject property that would render the property more or

less valuable. Should it be discovered that there are toxic or hazardous substances located on the subject property, the appraisers reserve the right to re-analyze the situation and adjust values if deemed necessary.

VALUATION

Highest and Best Use:

The determination of the market value includes consideration of the highest and best use for which the appraised property is clearly adapted.

Highest and Best Use is the legal and probable use that supports the highest present value, as defined, of vacant land or improved property, as of the date of the appraisal.

It is that use found to be:

1. Legally Permissible
2. Physically Possible
3. Financially Feasible
4. Maximally Productive

Consideration is given to trends of recent land sales, economic factors, and strength of the local market. An analysis of the highest and best use of the property forms a basis for the valuation of the property. Highest and best use serves as a guide in the selection of comparable sales to be used in the analysis of the subject property.

The definition applies specifically to the highest and best use of the land. It is to be recognized that in cases where a site has existing improvements, the highest and best use may very well be determined to be different from 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. These definitions imply a recognition of the contribution of existing specific uses to the community environment or to community development goals in addition to increasing the wealth of individual property owners.

The final determination of the highest and best use is a result of appraisers' judgement and analytical skills. The use determined from analysis represents an opinion, not a determination of fact. Consideration must be given to that range of uses which fit the appraised property. Consideration must be given to alternative uses, as well as existing use.

The property has a current existing use of agricultural and rural residential. Keeping livestock is the agricultural use and rural residential use.

Highest and Best Use As Vacant

The land value is based on a premise of the Highest and Best Use of the property as though vacant. The four test of Highest and Best Use, as stated above, have to be considered.

Legally Permissible:

This use is legally permissible in this area of Big Horn County, as the land is classified as rural land.

Physically Possible:

The current use is physically possible as this has been the use of the property for many years.

Financially Feasible:

The current use is financially feasible. The subject property can create a net income as an agricultural/rural residential property.

Maximally Productive:

The maximally productive use is the use that will yield the highest net present value for the property. When considering the maximally productive use of a property, consideration is given to other possible uses that may yield a higher value than the existing use.

The property generates the most income through agricultural and rural residential use. Properties that have substantial rural residential amenities like the subject does are often purchased for rural residential use. Such properties are purchased with the expectation that these properties will be able to generate a net income. While doing this, properties can also capitalize on the agricultural amenities to provide a spot to keep livestock. With the corrals located on the property, this is ideal for keeping some hobby livestock. Recreational influence is not a factor due to the location of the property and wildlife in the area for the subject property. There are no city subdivisions or commercial properties located in the area of the subject nor does it appear that there will be in the foreseeable future. The maximally productive use of the State of Montana Property is for agriculture/rural residential.

Therefore, the highest and best use of the subject as vacant is for agriculture/rural residential.

Highest and Best Use As Improved

The last step in the highest and best use analysis is to consider the existing improvements considering the highest and best use conclusion of the underlying land value as vacant.

The buildings currently on the land conform to the highest and best use. The land, with buildings, has no physical limitation for the type of agricultural buildings located on the land.

The highest and best use of the State of Montana Real Estate property as improved is for agricultural/rural residential.

Conclusion

The conclusion is that the highest and best use of the State of Montana Real Estate property is for agricultural/rural residential as **unimproved**.

Market Value:

FIRREA defines market value “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 good title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable period of time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents normal consideration for the property sold unaffected by special or creative financing or sales concessions granted to anyone associated with the sale.”

Exposure Time:

The amount of time that a property such as this can be expected to stay on the market is no more than one year.

Marketing Time:

The amount of marketing time for a property such as this is estimated to be between three months and six months.

COVID-19 Pandemic:

As of the date of this report the COVID-19 Pandemic is going on. This has impacted the economy as a whole. However, in this part of the county where the subject is located, the markets have been affected positively. Having discussed this with numerous buyers as an appraiser, buyers are more motivated now than ever. Scott Crosby is also a realtor and has discussed the impacts of COVID-19 with numerous buyers and other realtors about motivations and what they are seeing in the market currently. Interest rates have dropped, which has motivated buyers. Buyers are also looking to leave places of higher populations and political unrest to be in remote areas. With more work being done remotely, people are realizing they do not need to be confined to cities. In conclusion, COVID-19 has not impacted the area market negatively but has caused it to surge.

Approach to Value:

There are three major approaches that must be considered in arriving at an estimate of value of

real estate. These are: (1) The Cost Approach, (2) The Sale Comparison Approach and (3) The Income Approach. **All methods utilized in this report are based on comparable sales.**

The cost approach includes estimating the reproduction or replacement cost of all improvements new, subtracting from these costs any accrued depreciation, and adding the various land class values.

The sale comparison approach is the comparison of the appraised property with recently sold, similar properties. This comparison includes a specific consideration of each sale as it relates to the market at the time of the sale and a specific comparison of each sale as it relates to the appraised property.

The income approach or earning power of the property is based on an accurate measurement of the property's productivity under typical management, a conversion of the yields into gross and net income, and capitalization of this net income through capitalization rates derived from the market. This method normally indicates the lower limits of value of property, particularly in an area where non-income factors affect value.

It should be emphasized these approaches are actually three different methods of market analysis. No one of these factors should be used alone in estimating the value of the property if possible. But it needs to be emphasized that when performing an appraisal all three approaches to value may not necessarily apply to all types of real property due to the market available. The appraisers must decide whether or not a particular approach is applicable to the assignment.

All three approaches to value will be **considered** but may not be used in this appraisal.

Comparable Sales:

Following is a summary of the comparable sales that have taken place in the area and will be used to value the State of Montana real estate. There was a total of 12 sales considered with 8 being considered the most comparable to the subject. The majority of the sales in this report had land classes, like the subject or similar.

SALE #1

SALE DATE: 2/21

GRANTOR: Confidential

GRANTEE: Confidential

DEED: Warranty

SALE PRICE: \$210,000

COUNTY: Big Horn

ACREAGE: 1.47

DOM: 294

LIST PRICE: \$225,000

LOCATION: This property is located east of Hardin, MT.

LEGAL DESCRIPTION: See Office File

COMMENTS: The property is located in one parcel that is regular in shape. The land consists of a rural residential site with trees planted around the yard. It is located outside of any town boundaries. Property access is by a paved road, which makes up the southern property boundary. The home was built in 1995 and is fair quality for the area.

Site	1.47 Ac @ \$6,490/Ac
Improvements	\$200,460

SALE #2

SALE DATE: 2/21

GRANTOR: Confidential

GRANTEE: Confidential

DEED: Warranty

SALE PRICE: \$56,250

COUNTY: Big Horn

ACREAGE: 6.37

DOM: 104

LIST PRICE: \$69,900

LOCATION: This property is located north of Hardin, MT.

LEGAL DESCRIPTION: See Office File

COMMENTS: The property is located in one parcel that is regular in shape. The land consists of cropland that has been subdivided and being marketed and sold as a rural residential lot. Property access is by a county gravel road, which makes up the western property boundary.

Site	6.37 Ac @ \$8,830/Ac
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SALE #3

SALE DATE: 2/21

GRANTOR: Confidential

GRANTEE: Confidential

DEED: Warranty

SALE PRICE: \$56,250

COUNTY: Big Horn

ACREAGE: 6.36

DOM: 104

LIST PRICE: \$69,900

LOCATION: This property is located north of Hardin, MT.

LEGAL DESCRIPTION: See Office File

COMMENTS: The property is located in one parcel that is regular in shape. The land consists of cropland that has been subdivided and being marketed and sold as a rural residential lot. Property access is by a county gravel road, which makes up the western property boundary.

Site

6.36 Ac @ \$8,844/Ac

SALE #4

SALE DATE: 4/21

GRANTOR: Confidential

GRANTEE: Confidential

DEED: Warranty

SALE PRICE: \$235,000

COUNTY: Yellowstone

ACREAGE: 2.28

DOM: 51

LIST PRICE: \$234,000

LOCATION: This property is located west of Hardin, MT.

LEGAL DESCRIPTION: See Office File

COMMENTS: The property is located in one parcel that is regular in shape. The land consists of a rural residential site with trees planted around the yard. It is located outside of any town boundaries. Property access is by a county gravel road, which makes up the northern property boundary. The home was built in 1987, is manufactured, and is average quality for the area.

Site

2.28 Ac @ \$7,786/Ac

Improvements

\$217,248

SALE #5

SALE DATE: 7/21

GRANTOR: Confidential

GRANTEE: Confidential

DEED: Warranty

SALE PRICE: \$193,000

COUNTY: Big Horn

ACREAGE: 1.00

DOM: 3

LIST PRICE: \$193,000

LOCATION: This property is located northwest of Hardin, MT.

LEGAL DESCRIPTION: See Office File

COMMENTS: The property is located in one parcel that is irregular in shape. There are few trees planted on the lot. Property access is provided by a county gravel road, which makes up the western property boundary. The home was built in 1984, is a manufactured home, and is average quality for the area.

Site	1.00 Ac @ \$8,710/Ac
Improvements	\$184,290

SALE #6

SALE DATE: 11/21

GRANTOR: Confidential

GRANTEE: Confidential

DEED: Warranty

SALE PRICE: \$183,000

COUNTY: Big Horn

ACREAGE: 1.95

DOM: 101

LIST PRICE: \$199,000

LOCATION: This property is located northeast of Hardin, MT.

LEGAL DESCRIPTION: See Office File

COMMENTS: The property is located in one parcel that is irregular in shape and located on the edge of Hardin. The land consists of mostly open land with some trees around the house. Property access is by a county gravel road, which makes up a portion of the western property boundary. The home was built in 1963 and is fair in quality.

Site	1.95 Ac @ \$8,681/Ac
Improvements	\$166,072

SALE #7

SALE DATE: 3/22

GRANTOR: Confidential

GRANTEE: Confidential

DEED: Warranty

SALE PRICE: \$190,000

COUNTY: Big Horn

ACREAGE: 2.05

DOM: 75

LIST PRICE: \$190,000

LOCATION: This property is located north of Hardin, MT.

LEGAL DESCRIPTION: See Office File

COMMENTS: The property is located in one parcel that is irregular in shape. The land consists of open and level land. Property access is by a paved highway, which makes up the eastern property boundary. The home was built in 1985, is manufactured, and is fair in quality.

Site	2.05 Ac @ \$8,976/Ac
Improvements	\$171,600

SALE #8

SALE DATE: 9/22

GRANTOR: Confidential

GRANTEE: Confidential

DEED: Warranty

SALE PRICE: \$270,000

COUNTY: Big Horn

ACREAGE: 3.34

DOM: 197

LIST PRICE: \$299,000

LOCATION: This property is located northeast of Hardin, MT.

LEGAL DESCRIPTION: See Office File

COMMENTS: The property is located in one parcel that is regular in shape. The land consists of open and level land with trees around the farmstead. Property access is by a county paved road, which makes up the northern property boundary. The home was built in 1967 and is fair in quality.

Site	3.34 Ac @ \$9,317/Ac
Improvements	\$238,882

SALES CHART

SALE NUMBER	1		2		3		4		5		6		7		8	
GRANTOR	Confidential															
GRANTEE	Confidential															
DATE OF SALE	2/21		2/21		2/21		4/21		7/21		11/21		3/22		9/22	
SALE PRICE	\$210,000		\$56,250		\$56,250		\$235,000		\$193,000		\$183,000		\$190,000		\$270,000	
ACRES	1.47		6.37		6.36		2.28		1.00		1.95		2.05		3.34	
PRICE/AC	\$142,857		\$8,830		\$8,844		\$103,070		\$193,000		\$93,846		\$92,683		\$80,838	
UNIMPROVED	\$6,490		\$8,830		\$8,844		\$7,786		\$8,710		\$8,681		\$8,976		\$9,317	
IMPROVEMENTS	\$200,460		\$0		\$0		\$217,248		\$184,290		\$166,072		\$171,600		\$238,882	
LAND USE	Acres	\$/Acre														
RANGELAND	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
DRY CROPLAND	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
IRRIGATED CROP	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
HAYLAND	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
TAME PASTURE	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
RIVER BOTTOM	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
OTHER	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
FARMSTEAD	1.47	\$ 6,490	6.37	\$ 8,830	6.36	\$ 8,844	2.28	\$ 7,786	1.00	\$ 8,710	1.95	\$ 8,681	2.05	\$ 8,976	3.34	\$ 9,317
TOTAL ACREAGE	1.47		6.37		6.36		2.28		1.00		1.95		2.05		3.34	

Improvement Description and Valuation:

There are two generally accepted methods of establishing the contributory value of building improvements. The first uses a **reproduction** cost which is the dollar amount required to exactly duplicated an improvement at today's prices. Second, **replacement** cost is a dollar amount needed to replace the present structure with a building of equal utility. Since actual duplication is often prohibitory, if not impossible to estimate for agricultural buildings, the replacement cost new (RCN) is generally the preferred standard of measure for rural appraisals. To arrive at the improvement value on the subject we have reviewed the Marshall Valuation Service Guide as the basis for replacement costs.

Depreciation consists of physical, functional, and external components.

Depreciation is defined as "A loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date." External obsolescence is "A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent." Function obsolescence is "The impairment of function capacity of improvements according to market tastes and standards." Finally, physical deterioration is "The wear and tear that begins when a building is completed and placed into service." (Appraisal Institute, The Dictionary of Real Estate Appraisal, Sixth Edition)

Following is a brief description, the RCN, depreciation (physical, functional, external), and **contributory value** of the improvements located on the property.

The physical deterioration (formerly called depreciation) will be based on effective age and

remaining age. The Marshall Valuation Service Guide depreciation schedules were used as a guideline for physical depreciation as well the analysis of numerous sales as to contributory value of various types of buildings to the land.

Improvement Description:

Dwelling: Effective year 1980, main floor 1,320 sq. ft. Frame construction, concrete foundation, metal covered roof, 3 bedrooms, 1 bath. Fair condition.

Garage: Effective year 1975, 720 sq. ft. frame construction, metal covered roof, electricity, concrete floor. Poor condition.

Shop: Effective year 2010, 1,200 sq. ft. prefab construction, metal covered roof and sides, electricity, concrete floor, vertical sliding door, entry door. Good condition.

Machine Shed: Effective year 1975, 504 sq. ft., pole construction, metal covered roof and sides, dirt floor, one side open. Fair condition.

Misc. Outbuildings: Older pole and frame sheds and corrals. Little contributory value.

Improvement Valuation

The following chart provides the contributory value of the improvements.

IMPROVEMENT VALUE											
BUILDING	EFF YEAR	CONST.	SIZE MAIN SF	SIZE 2ND SF	DEPRECIATION		RCN	PERCENT DEPREC.*	DOLLAR DEPREC.	CONTRI. VALUE	VALUE PER FT
DWELLING	1980	FRAME	1,320	-	FAIR	FAIR	\$ 198,000	35%	\$ 69,300	\$ 128,700	97.50
GARAGE	1975	FRAME	720	-	POOR	POOR	\$ 21,600	55%	\$ 11,880	\$ 9,720	13.50
SHOP	2010	PREFAB	1,200	-	GOOD	GOOD	\$ 36,000	15%	\$ 5,400	\$ 30,600	25.50
MACHINE SHED	1975	POLE	504	-	FAIR	FAIR	\$ 7,056	35%	\$ 2,470	\$ 4,586	9.10
MISC. OUTBUILDINGS/CORRALS		-	-	-	-	-	\$ -		\$ -	\$ 15,000	
TOTAL							\$ 262,656		\$ 89,050	\$ 188,606	
ROUNDED TO										\$ 189,000	

*Depreciation includes physical, functional & external depreciation

Cost Approach:

In our opinion the best measurement of market data value of the property, in comparison to the sales, is to value the various land classes of the subject based on the land class values as reflected by the comparable sales.

This relieves the appraiser from having to make a series of adjustments for comparability factors which the market is not specific enough to isolate in most instances. Many times, these adjustments must be made as a matter of judgement rather than being based on documented market evidence.

In order to value the subject property, we have investigated the area market to ascertain market

Based on these facts we have valued the State of Montana Property land as follows by the Cost Approach:

State of Montana Property Value

CLASS	ACRES	PER AC	VALUE
Land	1.94	\$ 9,350	\$ 18,139
Total Deeded Land	1.94	\$ 9,350	\$ 18,139
Buildings	-	\$ 97,423	\$ 189,000
Total Deeded Land and Buildings	1.94	\$106,773	\$ 207,139
Rounded To			\$207,000

Sales Comparison Approach:

The Sales Chart on page 28 shows the unadjusted value of each of the sales on an overall value per acre and by component land class. A direct comparison on an overall value per acre of the sales with the subject will be made.

The range in value per overall acre for the comparable sales used to value the State of Montana property is \$8,830 to \$193,000. These sales represent a combination of factors which are subject to many variables. Thus, applicable adjustments to the total sale are difficult to document by data. Adjustments will be based on qualitative analysis along with paired sales (quantitative) analysis.

The following shows the sales adjustment chart used to arrive at the Sales Comparison Approach value for the State of Montana property.

SALES ADJUSTMENT CHART

Item	Subject	Sale 1		Sale 2		Sale 3		Sale 4		Sale 5		Sale 6		Sale 7		Sale 8	
Date of Sale	Current	2/21		2/21		2/21		4/21		7/21		11/21		3/22		9/22	
Size	1.94	1.47		6.37		6.36		2.28		1.00		1.95		2.05		3.34	
SALE PRICE/AC	n/a		\$142,857		\$ 8,830		\$ 8,844		\$103,070		\$193,000		\$ 93,846		\$ 92,683		\$ 80,838
Elements of Comparison	Description	Descript.	Adjust.	Descript.	Adjust.	Descript.	Adjust.	Descript.	Adjust.	Descript.	Adjust.	Descript.	Adjust.	Descript.	Adjust.	Descript.	Adjust.
Rights Conveyed	Fee	Fee	\$ -	Fee	\$ -	Fee	\$ -	Fee	\$ -	Fee	\$ -	Fee	\$ -	Fee	\$ -	Fee	\$ -
Financing	Cash	Cash	\$ -	Cash	\$ -	Cash	\$ -	Cash	\$ -	Cash	\$ -	Cash	\$ -	Cash	\$ -	Cash	\$ -
Conditions of Sale	Normal	Normal	\$ -	Normal	\$ -	Normal	\$ -	Normal	\$ -	Normal	\$ -	Normal	\$ -	Normal	\$ -	Normal	\$ -
Subtotal	-		\$142,857		\$ 8,830		\$ 8,844		\$103,070		\$193,000		\$ 93,846		\$ 92,683		\$ 80,838
Land Mix	Site	Site	\$ -	Site	\$ -	Site	\$ -	Site	\$ -	Site	\$ -	Site	\$ -	Site	\$ -	Site	\$ -
Improvements	4	2	\$ (39,148)	0	\$ 97,220	0	\$ 97,220	3	\$ 1,936	2	\$ (87,070)	2	\$ 12,055	2	\$ 13,512	2	\$ 25,698
Subtotal	-		\$103,710		\$ 106,050		\$ 106,064		\$105,006		\$105,930		\$ 105,901		\$106,195		\$106,537
Market Conditions	Current		\$ 11,556		\$ 11,817		\$ 11,819		\$ 10,410		\$ 8,575		\$ 6,055		\$ 3,603		\$ -
Subtotal	-		\$115,266		\$ 117,867		\$ 117,883		\$115,416		\$114,505		\$ 111,956		\$109,798		\$106,537
Access	Gravel	Paved	\$ -	Gravel	\$ -	Gravel	\$ -	Gravel	\$ -	Gravel	\$ -	Gravel	\$ -	Paved	\$ -	Paved	\$ -
Size	1.94	1.47	\$ -	6.37	\$ -	6.36	\$ -	2.28	\$ -	1.00	\$ -	1.95	\$ -	2.05	\$ -	3.34	\$ -
Quality	A	A	\$ -	G	\$ (5,000)	G	\$ (5,000)	A	\$ -	A	\$ -	A	\$ -	A	\$ -	F	\$ 4,000
Net Adjustments			\$ -		\$ (5,000)		\$ (5,000)		\$ -		\$ -		\$ -		\$ -		\$ 4,000
Indicated \$/Acre			\$115,266		\$ 112,867		\$ 112,883		\$115,416		\$114,505		\$ 111,956		\$109,798		\$110,537

Rights Conveyed: No adjustments were made.

Financing: No adjustments were made.

Conditions of Sale: No adjustments were made.

Land Mix Adjustment: Adjustments were made, and the adjustment spreadsheet can be found in the addenda.

Improvement Adjustment: The building and improvement adjustments are based on the value of the buildings per acre of the sales in comparison to the subject. These comparisons can be found in the Addenda under Land Mix Adjustment.

Market Adjustment: A time adjustment was made and explained previously in this report.

Access Adjustment: No adjustments were made.

Size Adjustment: No adjustments were made.

Quality Adjustment: Adjustments were made. Through paired sales analysis sales considered as fair quality were adjusted up by \$4,000 per acre and sales considered as good quality were adjusted down by \$5,000 per acre.

Summary of Adjustments: The range in adjusted value of the comparable sales is \$109,798 to \$115,416 per acre. The average of the adjusted comparable sales is \$112,903 and the median is \$112,875 per acre. Given the features of the subject property and having a drain along the western side, the subject will be valued towards the bottom of the range. Based on the adjusted comparable sales and comparing each adjusted sale with the subject we have valued the State of Montana property deeded land at \$214,904 (1.94 Ac x \$110,775/Ac). Rounded to \$215,000.00.

Income Approach:

The income approach is not suitable in determining the value of properties such as the State of Montana property in its current use as it creates little income in relation to the property's value. The value in the property is in its location and use as a rural residential property. A buyer of the property would most likely be purchasing the property to use for something other than its income earning potential alone. For these reasons, the income approach will not be used in the determination of value.

Reconciliation:

The final step in the appraisal process is termed Reconciliation; it is defined in the "Dictionary of Real Estate Appraisal", P.91, The Appraisal Institute as:

"The last phase in the development of a value opinion in which two or more value indications derived from market data are resolved into a final value opinion, which may be either a range of value, in relation to a benchmark, or a single point estimate."

The objective of this appraisal was to estimate the fee simple market value of the subject properties assuming cash or equivalent financing terms. The Cost, Sales Comparison and the Income Approaches were considered.

Following are the rounded values arrived at by each approach:

Cost Approach	\$ 207,000.00
Sales Comparison Approach	\$ 215,000.00
Income Approach	NA

The difference between the highest and lowest value is less than 3.73%. The cost approach will be given the greatest weight and is supported by the sales comparison approach. Given the large contributory value of the improvements, the cost approach is considered to be the most appropriate approach to value.

The appraiser has been asked to provide the value of the property as a whole, the value of the vacant land, and the value of the improvements. Based on the comparable sales data, we have arrived at a As Is Fee Simple Market Value, as of September 28, 2022 for the State of Montana property, real estate of:

Land & Improvements	\$ 207,000.00
Vacant Land	\$ 18,000.00
Improvements	\$ 189,000.00

APPRAISAL CERTIFICATE

The undersigned hereby certify that to the best of their knowledge and belief the statements contained in this appraisal report are correct.

- : 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 are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- : We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- : We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- : Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- : Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the values opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- : Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- : We 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 persons signing this certification.
- : Unless otherwise disclosed in this report, we have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year (36-months) period immediately preceding the agreement to perform this assignment.

This report is subject to confidential peer review for Standards and Ethics compliance. The appraisal is a complete appraisal communicated by an appraisal report. Scott Crosby, Certified General Appraiser, analyzed sales comparisons, wrote the appraisal, gathered information, and created maps. The final opinion of value was determined by Scott Crosby.

Valerie Crosby, Certified General Appraiser, assisted in analyzing sales comparisons, writing the appraisal, gathering information, and creating maps under the direction and/or guidance of Scott Crosby. The final opinion of value was determined by Scott Crosby and Valerie Crosby. Scott Crosby reviewed the appraisal and discussed the report with Valerie Crosby.

After weighing all of the factors herein reported, to the best of our knowledge and belief, it is the Appraisers' opinion that the As Is Fee Simple Market Value, based on cash, of the State of Montana real estate as of September 28, 2022 is as follows:

State of Montana Property Real Estate & Improvements	\$ 207,000.00
State of Montana Property Real Estate	\$ 18,000.00
Improvements	\$ 189,000.00

Respectfully Submitted,



J. Scott Crosby
Certified General Real Estate Appraiser
Montana Cert. #8183, Wyoming Cert. #1512,
Idaho Cert. #4314, North Dakota Cert. #21769



Valerie K. Crosby
Certified General Real Estate Appraiser
Wyoming Cert. #1995
Montana Cert. #13693

QUALIFICATIONS

J. SCOTT CROSBY

EDUCATION:

UNIVERSITY OF UTAH, Salt Lake City, UT. Graduated with an MBA Degree.

BRIGHAM YOUNG UNIVERSITY-IDAHO, Rexburg, Idaho. Graduated with a B.A. Degree in Agricultural Business, Minored in Economics.

DESIGNATIONS:

MONTANA CERTIFIED GENERAL REAL ESTATE APPRAISER, Certificate #8183.

WYOMING CERTIFIED GENERAL REAL ESTATE APPRAISER, Certificate #1512.

IDAHO CERTIFIED GENERAL REAL ESTATE APPRAISER, Certificate #4314.

NORTH DAKOTA CERTIFIED GENERAL REAL ESTATE APPRAISER, Certificate #21769.

WYOMING LICENSED REAL ESTATE SALESPERSON, License #15001.

MONTANA LICENSED REAL ESTATE SALESPERSON, License #72020.

PROFESSIONAL SOCIETIES

American Society of Farm Managers and Rural Appraisers, Montana Chapter: Associate Member

American Society of Farm Managers and Rural Appraisers, Wyoming Chapter: Associate Member

EXPERIENCE:

1994 to Present: Crosby Farms, Cowley, Wyoming

2007 to 2015: Custom Ag Solutions, Cowley, Wyoming

2015 to 2016: Luther Appraisal Services, Miles City, Montana

2013 to Present: Wicks & Associates, LLC, Billings, Montana

2013 to Present: Crosby Analytics, Cowley Wyoming

I am currently self-employed and doing work in the areas of real estate appraisals, farm and ranch management, agricultural economic and financial consulting. I am also a partner in Wicks & Associates doing real estate appraisals. My focus is real estate appraisals with an agricultural/recreational influence.

Appraisal assignments include appraising the value of partial interests in property, properties with conservation easements, estates, lender appraisals, valuation and partition analysis for agricultural properties and machinery and equipment. I do work ranging from litigation to estate planning and have been in the courtroom on numerous occasions. I also have experience as a Special Master for the Court.

Farm work has included managing the production of sugar beets, malt barley, corn and alfalfa while assisting in beef production. Consulting work includes work for the United States Department of Agriculture in the area of risk management in 40 states. This work focused primarily on managing risk through hedging with production practices, insurance programs, and lending opportunities available to producers. I also created a web platform for an online feeder cattle price forecasting tool that CAS created.

SUMMARY OF KINDS OF WORK COMPLETED

I have completed over 800 real estate appraisals as of 2022 with a total of over 1,000,000+/- acres. **These appraisals included Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) appraisals.** These appraisals include agricultural, commercial and subdivision analysis and conservation easements. There are some personal property (machinery, equipment, vehicles, and livestock) valuations included in the total number of appraisals completed.

LIST OF REAL APPRAISAL COURSES COMPLETED

Basic Appraisal Principles
Basic Appraisal Procedures
National Uniform Standards and Professional Appraisal Practices
Commercial Appraisal Review
Expert Witness for Commercial Appraisers
General Appraiser Market Analysis Highest and Best Use
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Income Approach
General Appraiser Report Writing & Case Studies
Statistics, Modeling and Finance
ASFMRA Ethics
DNRC Water Rights Education
Update of Uniform Standards of Professional Appraisal Practice
Valuation of Conservation Easements and Partial Interests
National Certified General Appraiser Examination
The Valuation of Intangible and Non-Financial Assets
Income Approach Applications
Eminent Domain
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
Report Writing
Valuing Rural America: The Complexities of Data Analysis in a Low Volume, Non-Uniform World
Mapping Software and Data for Rural Land Appraisal
Legal Perspective of Heirs Property Partition Action
Back to Earth: Current State of Section 1031 Exchanges
ASFMRA Machinery and Equipment Valuation
ASFMRA Livestock Valuation
Conservation Easements
Advanced Rural Case Studies
Integrated Approaches to Value

TYPICAL CLIENT APPRAISAL WORK HAS BEEN COMPLETED FOR:

1. Various private farm, ranch and commercial property owners located in Montana, Wyoming, and North Dakota including sole proprietors, partnerships, and corporations. Properties ranged in size from a few acres to 150,000+ acres.
2. Government Agencies including the Montana Department of Natural Resources and Conservation, Montana Department of Fish, Wildlife, and Parks, Montana Department of Justice, U.S. Marshals, United States Forest Service, Bureau of Land Management, National Parks, Bureau of Indian Affairs, and the Farm Service Agency in Montana, Wyoming, and North Dakota.
3. Various private institutions such as banks located in Montana and Wyoming, Farm Credit Services, private trust organizations, Westmoreland Coal Company, Spring Creek Coal Company, Western River Conservancy, Rocky Mountain Elk Foundation, Ducks Unlimited, Pheasants Forever, the Conservation Fund, John Deere, and Land Trust Organizations.

QUALIFICATIONS

VALERIE CROSBY

EDUCATION:

UTAH STATE UNIVERSITY, Logan, UT. Graduated with a Bachelor of Science in Statistics, Minor in Sociology.

DESIGNATIONS:

MONTANA CERTIFIED GENERAL REAL ESTATE APPRAISER, License Number: REA-RAG-LIC-13693

WYOMING CERTIFIED GENERAL REAL ESTATE APPRAISER, Certificate #1995.

EXPERIENCE:

2012-2014: Northwest College, Powell, Wyoming

2018 to Present: Wicks & Associates, LLC, Billings, Montana

2012 to Present: Crosby Analytics, Cowley, Wyoming

Taught mathematics and statistics at Northwest College.

Co-founded Crosby Analytics in 2012. Handle all day-to-day operations of the company since its conception including (but not limited to) completing all registrations/certifications required to compete for federal contracts, grants, etc., all accounting/bookwork, creation of the business' website, marketing and advertising.

Currently self-employed and doing work in the areas of real estate appraisals and financial consulting. Focus on real estate appraisals with an agricultural/recreational influence.

Appraisal assignments include appraising the value of properties for estates, lenders, and machinery and equipment.

SUMMARY OF KINDS OF WORK COMPLETED

I have completed appraisals of agricultural land and personal property (machinery, equipment, vehicles, and livestock).

LIST OF REAL ESTATE APPRAISAL COURSES COMPLETED

Basic Appraisal Principles
Basic Appraisal Procedures
National Uniform Standards and Professional Appraisal Practice
General Appraiser Market Analysis Highest and Best Use
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Income Approach
General Appraiser Report Writing & Case Studies
Statistics, Modeling and Finance
Conservation Easements

ADDENDA

<i>FOR DNRC USE ONLY</i>			<p>Approved</p> <p>No. <u>235013</u></p> <p>Division <u>RW</u></p> <p>Legal <u>MP</u></p> <p>F.S.O. <u>GU</u></p> 
Amount under this Agreement: <u>\$3,750.00</u>			
<u>Source of Funds</u>			
<u>Fund Name</u>	<u>Fund No.</u>		
Cabin Site Sale Private Closing Costs	02031		
Trust Administration Account	02938		
<u>Subclass</u>	<u>Org. No.</u>	<u>Percent</u>	
555HA	6049-59	50%	
	6048-01	50%	

**TRUST LAND MANAGEMENT DIVISION
APPRAISAL OF POTENTIAL CABIN/HOME SITE SALE PROPERTY IN BIG HORN COUNTY**

THIS CONTRACT is entered into by and between the State of Montana, Department of Natural Resources and Conservation, (hereinafter referred to as “the State”), whose address and phone number are P.O. Box 201601, 1539 11th Avenue, Helena, MT 59620-1601, (406) 444-1445 and, J. Scott Crosby, Crosby Analytics (Contractor), whose address and phone number are PO Box 742 Cowley, WY 82420 and (307) 272-7421.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract’s initial term is upon contract execution, through October 31, 2022, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State’s authorized representative has executed it in Section 34. **The appraisal report is to be completed and forwarded to DNRC, Deidra Kloberdanz, Lands Section Supervisor at P.O. Box 201601, 1539 11th Avenue, Helena, MT 59620-1601 by September 30, 2022.**

1.2 Contract Renewal.

N/A

2. COST ADJUSTMENTS – N/A

2.1 Cost Increase by Mutual Agreement. – N/A

3. SERVICES AND/OR SUPPLIES

Contractor shall provide the State the following: the contractor shall be responsible for providing a credible appraisal, for the parcels in Big Horn County, as described in Attachment B, Montana DNRC

Trust Land Management Division Supplemental Appraisal Instructions. The appraisal will be an Appraisal Report, conducted and prepared in compliance with the Uniform Standards of Professional Appraisal Practice that will describe adequately, the information analyzed, appraisal methods and techniques employed, and reasoning that supports the analyses, opinions and conclusions.

Attachment A and B are attached hereto and incorporated herein by reference.

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:

- 1) The appraisal report will be one document containing the property data and analysis, opinions, and conclusions of value for the properties. 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 can 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) Each sale parcel listed in Attachment B, Montana DNRC Trust Land Management Division Supplemental Appraisal Instructions must be assigned separate values.
- 3) The definition of market value is that as defined in **12 C.F.R 34.42(h)**.

4. WARRANTIES

4.1 Warranty of Services. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the successful submission of the appraisal report to be provided, the State shall pay Contractor \$3,750.00.

The contractor shall, at no additional expense to the State, correct unsatisfactory work before payment is made.

In No case shall the State's total cumulative payment under this contract exceed Three Thousand Seven Hundred Fifty dollars and no/100 (\$3,750.00).

5.2 Withholding of Payment N/A

5.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5.4 Reference to Contract. The contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the State is not obligated to pay the invoice.

5.5 Fuel Surcharge - N/A

6. PREVAILING WAGES REQUIREMENTS - N/A

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records. Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may terminate this contract under section 21, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

7.2 Retention Period. Contractor shall create and retain all records documenting the Appraisal Report for a period of eight years after either the completion date of this contract or termination of the contract.

8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.) Contractor is 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 Contractor. No contractual relationships exist between any subcontractor and the State under this contract. Contractor is responsible to ensure that any assignee, transferee or subcontractor is subject to all of the terms and conditions of this Contract as fully set forth. Consent of the State to assign, transfer or subcontract any portion of this Contract does not relieve the Contractor in any manner of its responsibilities under this Contract.

9. HOLD HARMLESS/INDEMNIFICATION

9.1 Claims under this provision also include any claim arising out of or in any way connected with Contractor's breach of this contract, including any claims asserting that any of the Contractor's employees are actually employees of the state or common law employees of the state or any of its agencies or political subdivisions, including but not limited to excise taxes or penalties imposed on the State under Internal Revenue Code §§ 4980H, 6055 or 6056 and any subsequent amendments or additions to these Sections. Contractor shall be responsible for implementation of all aspects of the Affordable Care Act as this Act may apply to Contractor and shall be responsible for any violations including any sanction, penalty, fee or tax and shall indemnify the State and hold harmless and defend the State for any omission or failure of Contractor to meet its obligations under Sections 13 and 14.

9.2 Contractor agrees to protect, defend, and save 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 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 Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

10. **CONTRACTOR REGISTRATION (for construction)** - N/A

11. **CONTRACTOR WITHHOLDING (for construction)** – N/A

12. **REQUIRED INSURANCE**

12.1 General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

12.2 Primary Insurance. 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 in excess of Contractor's insurance and shall not contribute with it.

12.3 Specific Requirements for Commercial General Liability. – N/A

12.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by Contractor.

12.5 Specific Requirements for Professional Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$500,000 per occurrence and \$500,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this 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.

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

12.7 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 State, PO Box 201601, Helena, MT 59620-1601. Contractor must notify the State immediately of any material change in insurance coverage, including but not limited to changes in limits, coverage's, and status of policy. The Contractor must provide the State with copies of insurance policies upon request.

13. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 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 Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State, PO Box 201601, Helena, MT 59620-1601.

14. COMPLIANCE WITH LAWS

14.1 Federal, State, or Local laws, Rules, and Regulations. Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, 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. The State may audit or request from Contractor at any time a statement that it is fully compliant with all requirements of this Section.

14.2 Contractor as Employer under the Patient Protection and Affordable Care Act and this Contract. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Contractor represents and warrants that all individuals who perform services for an agency of the State for Contractor under this Contract are without exception Contractor's common law employees at all times and that Contractor acknowledges that Contractor has the responsibility and retains the obligation to direct and control its employees providing services under this Contract for the term of this Contract. Contractor is responsible for providing healthcare benefits for its employees under the Patient Protection and Affordable Care Act.

14.2.1 State Benefits Plans. Contractor acknowledges and agrees that it, its agents or employees are not employees of the State and that its agents or employees have no nexus with the State to participate in any of the State's benefits plans or programs that the State offers its employees and maintains for its employees.

14.2.2 Contractor Provided Health Care Coverage. Contractor shall, if required by the Patient Protection and Affordable Care Act, offer to all its agents or employees who perform services for the State under this contract for 30 or more hours a week and for employee's or agent's dependents under age 26 health care coverage under its health care plans. Such coverage must provide minimum essential coverage and minimum value and be affordable for purposes of the employer responsibility provisions under Section 4980H of the Code and otherwise satisfy the requirements of Code 4980H if provided by the State. It shall be contractor's sole responsibility to determine applicability and compliance requirements that may apply to Contractor under the Patient Protection and Affordable Care Act.

14.2.3 Contractor Reporting Requirements. Contractor acknowledges that if it is subject to any reporting requirements under Code §§ 6055 and 6066 that Contractor will fully comply with any required reporting with respect to individuals who perform services for the State.

14.3 Any partial or whole assignment, transfer or subletting or subcontracting by Contractor subjects subcontractors to the same provisions of this Section and it is the responsibility of the Contractor to ensure any agreement to assign, transfer, sublet or subcontract binds any successor to this Contract in whole or in part or binds any subcontractor to all the terms and conditions of this Contract as if a party to the Contract from inception.

14.4 In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this 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 of the persons performing this contract.

15. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

16. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

17. INTELLECTUAL PROPERTY/OWNERSHIP

17.1 Mutual Use. Contractor shall make available to the State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this contract, if such availability is necessary for the State to receive the benefits of this contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for the State under this contract; (ii) any program code, or site- related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

17.2 Title and Ownership Rights. The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this contract and any applicable statement of work.

17.3 Ownership of Work Product. Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership of any Work Product.

17.4 Copy of Work Product. Contractor shall, at no cost to the State, deliver to the State, upon the State's request during the term of this contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of the State's request, or such expiration or termination.

17.5 Ownership of Contractor Pre-Existing Materials. Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this contract is executed or otherwise developed or acquired independent of this contract and employed by Contractor in connection with the services provided to the State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to the State before its use and to prove its ownership. If, however, Contractor fails to disclose to the State such Contractor Pre-Existing Materials, Contractor shall grant the State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for the State to receive the intended benefit under this contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.3 or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it provides under this contract.

18. **PATENT AND COPYRIGHT PROTECTION** – N/A

19. **CONTRACT PERFORMANCE ASSURANCE** – N/A

20. **CONTRACT TERMINATION**

20.1 Termination for Cause with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 14 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

20.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 14 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

20.3 Reduction of Funding. The State must by law 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. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

21. **EVENT OF BREACH – REMEDIES**

21.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching Section 26.1, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

21.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

21.3 Actions in Event of Breach. Upon Contractor's material breach, the State may:

- Terminate this contract under section 20.1; or
- Treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, the Contractor may:

- Terminate this Contract under Section 20.2 and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

22. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

23. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

24. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

25. LIAISONS AND SERVICE OF NOTICES

25.1 Contract Liaisons. All project management and coordination on the State's behalf must 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 under this contract must be coordinated between the State's liaison and Contractor's liaison.

Deidra Kloberdanz, Lands Section Supervisor, is the State's liaison.
Address: PO Box 201601
Helena, MT 59620-1601
Telephone: (406) 444-4165

Fax: (406) 444-2684
E-Mail: Deidra.Kloberdanz@mt.gov

J. Scott Crosby, Crosby Analytics is the Contractor's liaison.
Address: PO Box 742
Cowley, WY 82420
Telephone: (307) 272-7421
E-Mail: scottcrosby@crosbyanalytics.com

25.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

25.3 Identification/Substitution of Personnel. – N/A

26. MEETINGS

26.1 Technical or Contractual Problems. Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term 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. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working day notice of meeting date, time, and location. Face-to-face meetings are desired; however, at 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 failure to make a good faith effort to resolve problems, may result in termination of the contract.

26.2 Progress Meetings. – N/A

26.3 Failure to Notify. – N/A

26.4 State's Failure or Delay. – N/A

27. Transition Assistance

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is 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. The parties agree that such transition assistance is 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 Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may

offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

28. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this 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. (18-1-401, MCA.)

29. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

30. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

31. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

32. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

32.1 Contract. This contract consists of 12 numbered pages, Attachment A – Scope of Work and Attachment B – Supplemental Appraisal Instructions, pages 13-18. In the case of a dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

32.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all the parties.

33. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

34. EXECUTION

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

A scanned copy or facsimile copy of the original has the same force and effect as the original document.

STATE OF MONTANA

**Dept. Natural Resources & Conservation
Trust Land Management Division
P.O. Box 201601
1539 11th Avenue
Helena, MT 59620-1601**

CONTRACTOR

**J. Scott Crosby
Crosby Analytics
PO Box 742
Cowley, WY 82420
FEDERAL ID #: 45-4815811**

BY: Ryan Weiss Bureau Chief
(Name/Title)

DocuSigned by:
Ryan Weiss
(Signature) 1243A...

DATE: 8/18/2022

BY: Scott Crosby Appraiser
(Name/Title)

DocuSigned by:
Scott Crosby
(Signature) 1243A...

DATE: 8/17/2022

ATTACHMENT A

Scope of Work for Appraisal of Potential Property Sale through the Cabin/Home Site Sale Program

**DNRC TLMD Real Estate Management Bureau
Cabin/Home Site Sale Program**

Scope of Work for the Appraisal of Potential Property Sale Through the Cabin/Home Site Sales Program: 2022 Big Horn County Appraisal

CLIENT, INTENDED USERS, PURPOSE AND INTENDED USE:

The clients are the State of Montana, the Montana Board of Land Commissioners (Land Board) and the Department of Natural Resources and Conservation (DNRC). The intended users are the State of Montana, the Montana Board of Land Commissioners (Land Board), the Department of Natural Resources and Conservation (DNRC) and Lessee Kenneth D. Fox. 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. (12 C.F.R. § 34.42 (h)) Market value means 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:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

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.

The legal descriptions and other characteristics of the lessee's property that are known by the lessee 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, 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 must 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 property. 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 an Appraisal Report as per USPAP, that 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. The appraiser will provide one appraisal report that includes analysis and appraised values of the 1 (one) home site identified in the Supplemental Appraisal Instructions.

The subject property must be valued with the actual or hypothetical condition that the site has legal access.

All appraisals are to describe the market value trends, and provide a rate of change, for the markets of the subject property. Comparable sales used should be most recent sales available or be adjusted for market trends if appropriate. The comparable sales must be in reasonable proximity to the subject, preferably within the same county or a neighboring county. Use comparable sales of like properties.

The cabin site (land) should be valued under the hypothetical condition that it is vacant raw land, without any site improvements, utilities, or buildings.

The appraisal report must list all real property improvements that were considered when arriving at the appraised value for the improvements. Improvements means a home or residence, outbuildings and structures, sleeping cabins, utilities, water systems, septic systems, docks, landscaping or any other improvements to the raw land.

The appraised value of state-owned land added to the allocated market value of the non-state-owned improvements value will not be greater than total market value of the property, with the hypothetical condition that land and improvements are in fee simple ownership, with one owner.

APPRAISED VALUES REQUIRED:

The appraisal for each cabin and home site must:

1. Include a total market value of the property, with the hypothetical condition that land and improvements are in fee simple ownership, with one owner.
2. Include a separate market value for the state-owned cabin or home site (land), under the hypothetical condition of it being vacant raw land exclusive of real property improvements.
3. Allocate a separate market value for the non-state-owned improvements, from the total market value derived in 1 above.
4. Valuation of the improvements must account for all forms of obsolescence.

ATTACHMENT B

**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 Big Horn County:

Sale #	Acres ±	Legal Description
1155	1.94	Tract 1, COS 762, Section 27, T2N-R33E

<u>DNRC Contact Information:</u> Deidra Kloberdanz, Lands Section Supervisor PO Box 201601 Helena, MT 59620-1601 Phone: (406) 444-4165 Fax: (406) 444-2684 Deidra.Kloberdanz@mt.gov	<u>Lessee:</u> Sale 1155: Kenneth Fox - (406) 679-0726
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The following will be located in the body of the contract:

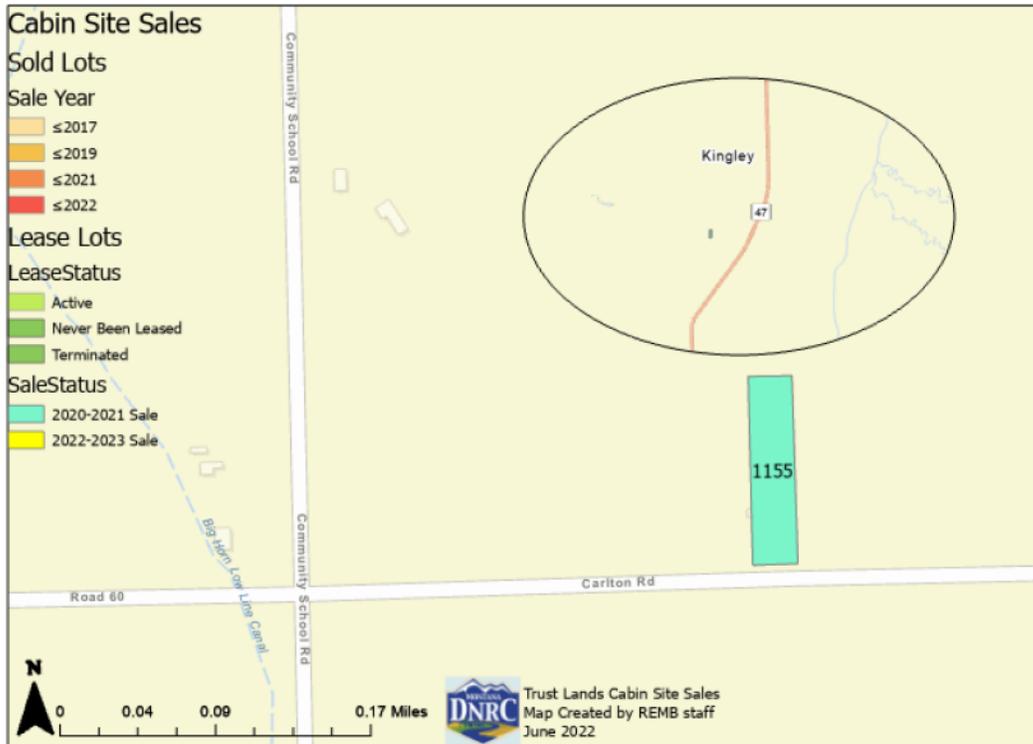
The appraisal report will be one document containing the parcel data and the analysis, opinions, and conclusions of value(s) for the parcel(s). If deemed necessary by the contractor rather than including the specific market data in the appraisal report, a separate addendum may be submitted containing the specific market data as a stand-alone document, which must be reviewed and accepted along with the appraisal, and may be returned to the appraiser for retention in his/her files upon request. 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 12 C.F.R. § 34.42 (h).

The DNRC will provide access to each state parcel record, as maintained by the land office, including but not limited to aerial photos, land improvements, current lease data, any known property issues, surveys (if any). The local land office will provide the contact information to the appraiser, if necessary, in order for the appraiser to obtain access to the property.

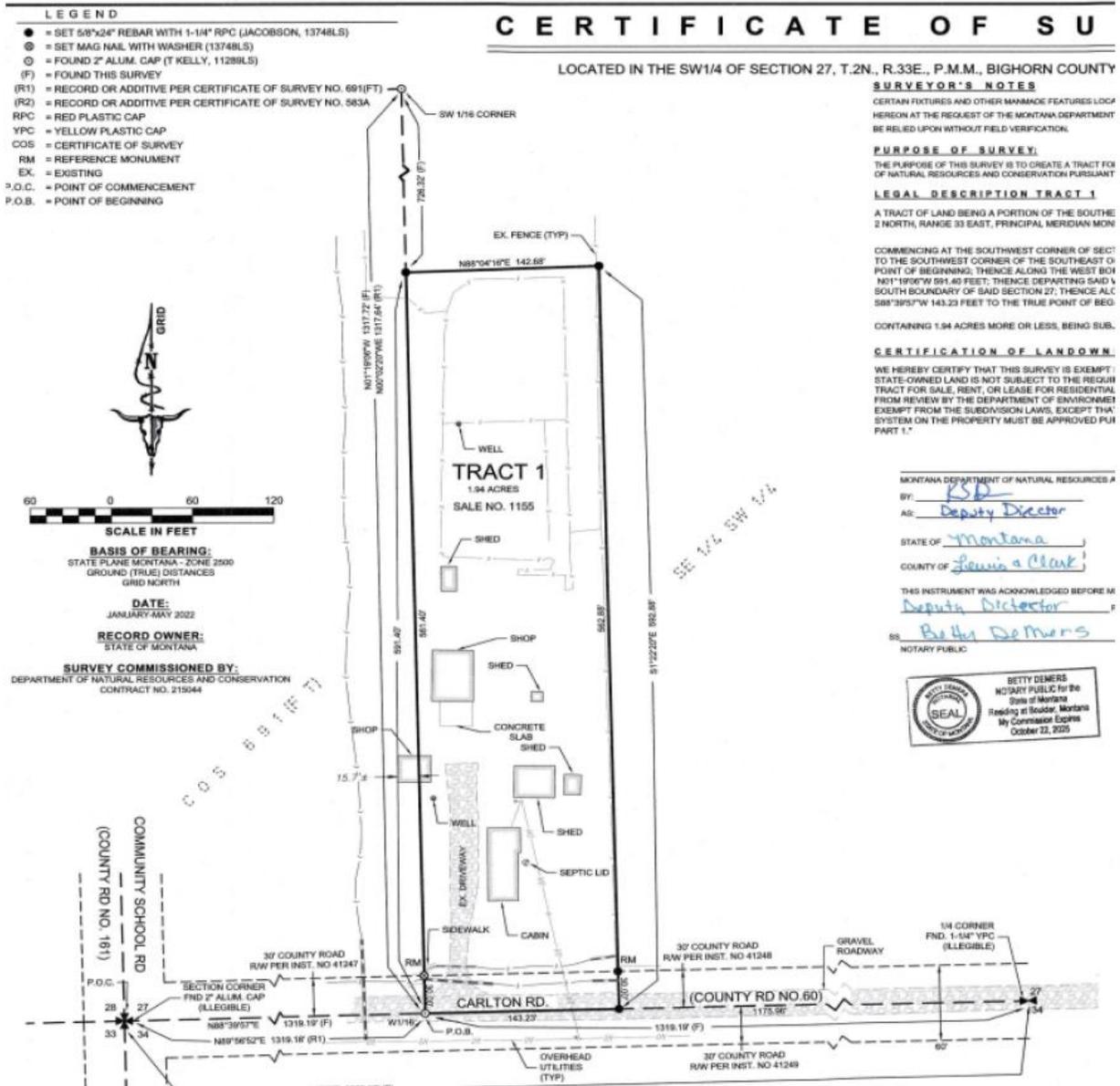
Location Map of Parcel Big Horn County

Sale 1155, Big Horn County



Cabin Site Sale Parcel Map

Sale #1155





State of Montana
Business Standards Division
Board of Real Estate Appraisers

REA-RAG-LIC-8183

Status: **Active**
Expires: **03/31/2023**

This certificate verifies licensure as:

CERTIFIED GENERAL APPRAISER

With endorsements of:
* **REAL ESTATE APPRAISER MENTOR**

**CROSBY ANALYTICS
JESSE SCOTT CROSBY
310 S. DIVISION ST.
PO BOX 742
COWLEY, WY 82420**



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

Renew online at <https://ebiz.mt.gov/pol> by signing in with your username and password.

The renewal cycle for your board opens 60 days prior to the expiration date on your current license.

Renew your license prior to your expiration date to avoid being charged a late fee(s).

Remember to maintain your online account information with a password, security question and a valid email address. You can update your account information by accessing the 'Account Management' link when logged in.



State of Montana
Business Standards Division
Board of Real Estate Appraisers

This certificate verifies licensure as:
CERTIFIED GENERAL APPRAISER

REA-RAG-LIC-13693

Status: **Active**
Expires: **03/31/2023**

**CROSBY ANALYTICS
VALERIE KIM CROSBY
PO BOX 742
COWLEY, WY 82420**



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

Renew online at <https://ebiz.mt.gov/pol> by signing in with your username and password.

The renewal cycle for your board opens 60 days prior to the expiration date on your current license.

Renew your license prior to your expiration date to avoid being charged a late fee(s).

Remember to maintain your online account information with a password, security question and a valid email address. You can update your account information by accessing the 'Account Management' link when logged in.

STATE OF MONTANA PROPERTY PHOTOGRAPHS

All Pictures Taken On 9-28-22 By Scott Crosby

PIC #1: DWELLING (FRONT) – PIC TAKEN LOOKING NORTHEAST



PIC #2: DWELLING (REAR) – PIC TAKEN LOOKING SOUTH TO SOUTHWEST



PIC #3: DWELLING (INTERIOR) – PIC TAKEN LOOKING SOUTHWEST



PIC #4: SHOP (FRONT) - PIC TAKEN LOOKING NORTHEAST



PIC #5: SHOP (REAR) – PIC TAKEN LOOKING SOUTHWEST



PIC #6: MACHINE SHED – PIC TAKEN LOOKING WEST TO NORTHWEST



PIC #7: CORRALS – PIC TAKEN LOOKING SOUTH



PIC #8: PROPERTY ACCESS ROAD – PIC TAKEN LOOKING WEST



PIC #9: SITE – PIC TAKEN LOOKING SOUTH



PIC #10: SITE – PIC TAKEN LOOKING SOUTH



PIC #11: SITE – PIC TAKEN LOOKING WEST



PIC #12: SITE – PIC TAKEN LOOKING NORTHWEST



PICTURE LOCATION MAP



LAND MIX ADJUSTMENT FOR SUBJECT PROPERTY

Sale #1		Sale		Value				Subject		Subject		%		Value	
Category	Acres	Per Acre	Total	Category	Acres	Total	Per Acre	Total	Per Acre	Total					
RANGELAND	-	\$ 0.00	\$ -	RANGELAND	-	0.00%	\$ 0.00	\$ 0							
DRY CROPLAND	-	\$ 0.00	\$ -	DRY CROPLAND	-	0.00%	\$ 0.00	\$ 0							
IRRIGATED CROP	-	\$ 0.00	\$ -	IRRIGATED CROP	-	0.00%	\$ 0.00	\$ 0							
HAYLAND	-	\$ 0.00	\$ -	HAYLAND	-	0.00%	\$ 0.00	\$ 0							
TAME PASTURE	-	\$ 0.00	\$ -	TAME PASTURE	-	0.00%	\$ 0.00	\$ 0							
RIVER BOTTOM	-	\$ 0.00	\$ -	RIVER BOTTOM	-	0.00%	\$ 0.00	\$ 0							
OTHER	-	\$ 0.00	\$ -	OTHER	-	0.00%	\$ 0.00	\$ 0							
STATE/FEDERAL LEASE	-	\$ 0.00	\$ -	STATE/FEDERAL LEASE	-	0.00%	\$ 0.00	\$ 0							
FARMSTEAD	1.5	\$ 6,490.00	\$ 9,540	FARMSTEAD	1.94	100.00%	\$ 6,490.00	\$ 6,490							
TOTAL	1.47	\$ 6,490.00	\$ 9,540	TOTAL	1.94	100.00%	\$ 3,345.36	\$ 6,490							
LAND MIX ADJUSTMENT				\$ 0											
Sale #1 Improvements	Utility	Cond.	Size	\$/Unit	Contrib. Value	Subject Improvements	Utility	Cond.	Size	\$/Unit	Contrib. Value				
DWELLING	F	F	1,792	97.50	\$ 174,720	DWELLING	FAIR	FAIR	1,320	97.50	\$ 128,700				
GARAGE	A	A	1,800	14.30	\$ 25,740	GARAGE	POOR	POOR	720	13.50	\$ 9,720				
				0.00	\$ 0	SHOP	GOOD	GOOD	1,200	25.50	\$ 30,600				
				0.00	\$ 0	MACHINE SHED	FAIR	FAIR	504	9.10	\$ 4,586				
				0.00	\$ 0	MISC. OUTBUILDINGS/CORRA	-	-	1	15000.00	\$ 15,000				
				0.00	\$ 0		-	-	-	0.00	\$ -				
				0.00	\$ 0		-	-	-	0.00	\$ -				
				0.00	\$ 0		-	-	-	0.00	\$ -				
				0.00	\$ 0		-	-	-	0.00	\$ -				
				0.00	\$ 0		-	-	-	0.00	\$ -				
				0.00	\$ 0		-	-	-	0.00	\$ -				
				0.00	\$ 0		-	-	-	0.00	\$ -				
TOTAL			Per Acre	\$136,367.35	\$ 200,460	TOTAL			Per Acre	\$97,219.79	\$ 188,606				
IMPROVEMENT ADJUSTMENT				(\$ 39,148)											
Sale #2		Sale		Value				Subject		Subject		%		Value	
Category	Acres	Per Acre	Total	Category	Acres	Total	Per Acre	Total	Per Acre	Total					
RANGELAND	-	\$ 0.00	\$ -	RANGELAND	-	0.00%	\$ 0.00	\$ 0							
DRY CROPLAND	-	\$ 0.00	\$ -	DRY CROPLAND	-	0.00%	\$ 0.00	\$ 0							
IRRIGATED CROP	-	\$ 0.00	\$ -	IRRIGATED CROP	-	0.00%	\$ 0.00	\$ 0							
HAYLAND	-	\$ 0.00	\$ -	HAYLAND	-	0.00%	\$ 0.00	\$ 0							
TAME PASTURE	-	\$ 0.00	\$ -	TAME PASTURE	-	0.00%	\$ 0.00	\$ 0							
RIVER BOTTOM	-	\$ 0.00	\$ -	RIVER BOTTOM	-	0.00%	\$ 0.00	\$ 0							
OTHER	-	\$ 0.00	\$ -	OTHER	-	0.00%	\$ 0.00	\$ 0							
STATE/FEDERAL LEASE	-	\$ 0.00	\$ -	STATE/FEDERAL LEASE	-	0.00%	\$ -	\$ 0							
FARMSTEAD	6.4	\$ 8,830.00	\$ 56,247	FARMSTEAD	1.94	100.00%	\$ 8,830.00	\$ 8,830							
TOTAL	6.37	\$ 8,830.00	\$ 56,247	TOTAL	1.94	100.00%	\$ 4,551.55	\$ 8,830							
LAND MIX ADJUSTMENT				\$ 0											
Sale #2 Improvements	Utility	Cond.	Size	\$/Unit	Contrib. Value	Subject Improvements	Utility	Cond.	Size	\$/Unit	Contrib. Value				
				0.00	\$ 0	DWELLING	FAIR	FAIR	1,320	97.50	\$ 128,700				
				0.00	\$ 0	GARAGE	POOR	POOR	720	13.50	\$ 9,720				
				0.00	\$ 0	SHOP	GOOD	GOOD	1,200	25.50	\$ 30,600				
				0.00	\$ 0	MACHINE SHED	FAIR	FAIR	504	9.10	\$ 4,586				
				0.00	\$ 0	MISC. OUTBUILDINGS/CORRA	0	0	1	15,000.00	\$ 15,000				
				0.00	\$ 0		0	0	0	-	\$ -				
				0.00	\$ 0		0	0	0	-	\$ -				
				0.00	\$ 0		0	0	0	-	\$ -				
				0.00	\$ 0		0	0	0	-	\$ -				
				0.00	\$ 0		0	0	0	-	\$ -				
				0.00	\$ 0		0	0	0	-	\$ -				
				0.00	\$ 0		0	0	0	-	\$ -				
TOTAL			Per Acre	\$ -	\$ 0	TOTAL			Per Acre	\$97,219.79	\$ 188,606				
IMPROVEMENT ADJUSTMENT				\$ 97,220											

Sale #3		Value		Total		Subject		Subject		%		Value		Total							
Category	Acres	Per Acre			Total	Category	Acres	Total	Per Acre	Total					Total						
RANGELAND	-	\$ 0.00			\$ -	RANGELAND	-	0.00%	\$ 0.00	\$ 0					0						
DRY CROPLAND	-	\$ 0.00			\$ -	DRY CROPLAND	-	0.00%	\$ 0.00	\$ 0					0						
IRRIGATED CROP	-	\$ 0.00			\$ -	IRRIGATED CROP	-	0.00%	\$ 0.00	\$ 0					0						
HAYLAND	-	\$ 0.00			\$ -	HAYLAND	-	0.00%	\$ 0.00	\$ 0					0						
TAME PASTURE	-	\$ 0.00			\$ -	TAME PASTURE	-	0.00%	\$ 0.00	\$ 0					0						
RIVER BOTTOM	-	\$ 0.00			\$ -	RIVER BOTTOM	-	0.00%	\$ 0.00	\$ 0					0						
OTHER	-	\$ 0.00			\$ -	OTHER	-	0.00%	\$ 0.00	\$ 0					0						
STATE/FEDERAL LEASE	-	\$ -			\$ -	STATE/FEDERAL LEASE	-	0.00%	\$ -	\$ 0					0						
FARMSTEAD	6.36	\$ 8,844.00			\$ 56,248	FARMSTEAD	1.94	100.00%	\$ 8,844.00	\$ 8,844					8,844						
TOTAL	6.36	\$ 8,844.00			\$ 56,248	TOTAL	1.94	100.00%	\$ 4,558.76	\$ 8,844					8,844						
LAND MIX ADJUSTMENT													\$ 0								
Sale #3 Improvements																					
	Utility	Cond.	Size	\$/Unit	Contrib. Value	Subject Improvements	Utility	Cond.	Size	\$/Unit	Contrib. Value										
				0.00	\$ 0	DWELLING	FAIR	FAIR	1,320	97.50	\$ 128,700										
				0.00	\$ 0	GARAGE	POOR	POOR	720	13.50	\$ 9,720										
				0.00	\$ 0	SHOP	GOOD	GOOD	1,200	25.50	\$ 30,600										
				0.00	\$ 0	MACHINE SHED	FAIR	FAIR	504	9.10	\$ 4,586										
				0.00	\$ 0	MISC. OUTBUILDINGS/CORRA	0	0	1	15,000.00	\$ 15,000										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
TOTAL			Per Acre	\$ -	\$ 0	TOTAL			Per Acre	\$97,219.79	\$ 188,606										
IMPROVEMENT ADJUSTMENT													\$ 97,220								
Sale #4		Value		Total		Subject		Subject		%		Value		Total							
Category	Acres	Per Acre			Total	Category	Acres	Total	Per Acre	Total					Total						
RANGELAND	-	\$ 0.00			\$ -	RANGELAND	-	0.00%	\$ 0.00	\$ 0					0						
DRY CROPLAND	-	\$ 0.00			\$ -	DRY CROPLAND	-	0.00%	\$ 0.00	\$ 0					0						
IRRIGATED CROP	-	\$ 0.00			\$ -	IRRIGATED CROP	-	0.00%	\$ 0.00	\$ 0					0						
HAYLAND	-	\$ 0.00			\$ -	HAYLAND	-	0.00%	\$ 0.00	\$ 0					0						
TAME PASTURE	-	\$ 0.00			\$ -	TAME PASTURE	-	0.00%	\$ 0.00	\$ 0					0						
RIVER BOTTOM	-	\$ 0.00			\$ -	RIVER BOTTOM	-	0.00%	\$ 0.00	\$ 0					0						
OTHER	-	\$ 0.00			\$ -	OTHER	-	0.00%	\$ 0.00	\$ 0					0						
STATE/FEDERAL LEASE	-	\$ -			\$ -	STATE/FEDERAL LEASE	-	0.00%	\$ -	\$ 0					0						
FARMSTEAD	2.3	\$ 7,786.00			\$ 17,752	FARMSTEAD	1.94	100.00%	\$ 7,786.00	\$ 7,786					7,786						
TOTAL	2.28	\$ 7,786.00			\$ 17,752	TOTAL	1.94	100.00%	\$ 4,013.40	\$ 7,786					7,786						
LAND MIX ADJUSTMENT													\$ 0								
Sale #4 Improvements																					
	Utility	Cond.	Size	\$/Unit	Contrib. Value	Subject Improvements	Utility	Cond.	Size	\$/Unit	Contrib. Value										
DWELLING (MANU)	F	F	1,716	75.00	\$ 128,700	DWELLING	FAIR	FAIR	1,320	97.50	\$ 128,700										
GARAGE	A	A	2,560	30.00	\$ 76,800	GARAGE	POOR	POOR	720	13.50	\$ 9,720										
BARN	A	A	712	16.50	\$ 11,748	SHOP	GOOD	GOOD	1,200	25.50	\$ 30,600										
				0.00	\$ 0	MACHINE SHED	FAIR	FAIR	504	9.10	\$ 4,586										
				0.00	\$ 0	MISC. OUTBUILDINGS/CORRA	0	0	1	15,000.00	\$ 15,000										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
				0.00	\$ 0		0	0	0	-	\$ -										
TOTAL			Per Acre	\$95,284.21	\$ 217,248	TOTAL			Per Acre	\$97,219.79	\$ 188,606										
IMPROVEMENT ADJUSTMENT													\$ 1,936								

Sale #5		Sale		Value		Subject		Subject		%		Value	
Category	Acres	Per Acre		Total	Category	Acres	Total	Per Acre	Total				
RANGELAND	-	\$ 0.00		\$ -	RANGELAND	-	0.00%	\$ 0.00	\$ 0				
DRY CROPLAND	-	\$ 0.00		\$ -	DRY CROPLAND	-	0.00%	\$ 0.00	\$ 0				
IRRIGATED CROP	-	\$ 0.00		\$ -	IRRIGATED CROP	-	0.00%	\$ 0.00	\$ 0				
HAYLAND	-	\$ 0.00		\$ -	HAYLAND	-	0.00%	\$ 0.00	\$ 0				
TAME PASTURE	-	\$ 0.00		\$ -	TAME PASTURE	-	0.00%	\$ 0.00	\$ 0				
RIVER BOTTOM	-	\$ 0.00		\$ -	RIVER BOTTOM	-	0.00%	\$ 0.00	\$ 0				
OTHER	-	\$ 0.00		\$ -	OTHER	-	0.00%	\$ 0.00	\$ 0				
STATE/FEDERAL LEASE	-	\$ -		\$ -	STATE/FEDERAL LEASE	-	0.00%	\$ -	\$ 0				
FARMSTEAD	1.0	\$ 8,710.00		\$ 8,710	FARMSTEAD	1.94	100.00%	\$ 8,710.00	\$ 8,710				
TOTAL	1.00	\$ 8,710.00		\$ 8,710	TOTAL	1.94	100.00%	\$ 4,489.69	\$ 8,710				
LAND MIX ADJUSTMENT				\$ 0									
Sale #5 Improvements		Utility	Cond.	Size	\$/Unit	Contrib. Value	Subject Improvements		Utility	Cond.	Size	\$/Unit	Contrib. Value
DWELLING	F	F	1,756	90.00	\$ 158,040	DWELLING	FAIR	FAIR	1,320	97.50	\$ 128,700.00		
GARGE	A	A	1,000	26.25	\$ 26,250	GARAGE	POOR	POOR	720	13.50	\$ 9,720.00		
				0.00	\$ 0	SHOP	GOOD	GOOD	1,200	25.50	\$ 30,600.00		
				0.00	\$ 0	MACHINE SHED	FAIR	FAIR	504	9.10	\$ 4,586.40		
				0.00	\$ 0	MISC. OUTBUILDINGS/CORRA	0	0	1	15000.00	\$ 15,000.00		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
TOTAL			Per Acre	\$184,290.00	\$ 184,290	TOTAL			Per Acre	\$97,219.79	\$ 188,606		
IMPROVEMENT ADJUSTMENT				(\$ 87,070)									
Sale #6		Sale		Value		Subject		Subject		%		Value	
Category	Acres	Per Acre		Total	Category	Acres	Total	Per Acre	Total				
RANGELAND	-	\$ 0.00		\$ -	RANGELAND	-	0.00%	\$ 0.00	\$ 0				
DRY CROPLAND	-	\$ 0.00		\$ -	DRY CROPLAND	-	0.00%	\$ 0.00	\$ 0				
IRRIGATED CROP	-	\$ 0.00		\$ -	IRRIGATED CROP	-	0.00%	\$ 0.00	\$ 0				
HAYLAND	-	\$ 0.00		\$ -	HAYLAND	-	0.00%	\$ 0.00	\$ 0				
TAME PASTURE	-	\$ 0.00		\$ -	TAME PASTURE	-	0.00%	\$ 0.00	\$ 0				
RIVER BOTTOM	-	\$ 0.00		\$ -	RIVER BOTTOM	-	0.00%	\$ 0.00	\$ 0				
OTHER	-	\$ 0.00		\$ -	OTHER	-	0.00%	\$ 0.00	\$ 0				
STATE/FEDERAL LEASE	-	\$ -		\$ -	STATE/FEDERAL LEASE	-	0.00%	\$ -	\$ 0				
FARMSTEAD	1.95	\$ 8,681.00		\$ 16,928	FARMSTEAD	1.94	100.00%	\$ 8,681.00	\$ 8,681				
TOTAL	1.95	\$ 8,681.00		\$ 16,928	TOTAL	1.94	100.00%	\$ 4,474.74	\$ 8,681				
LAND MIX ADJUSTMENT				\$ 0									
Sale #6 Improvements		Utility	Cond.	Size	\$/Unit	Contrib. Value	Subject Improvements		Utility	Cond.	Size	\$/Unit	Contrib. Value
DWELLING	F	F	1,563	100.75	\$ 157,472	DWELLING	FAIR	FAIR	1,320	97.50	\$ 128,700		
GARAGE	F	F	441	19.50	\$ 8,600	GARAGE	POOR	POOR	720	13.50	\$ 9,720		
				0.00	\$ 0	SHOP	GOOD	GOOD	1,200	25.50	\$ 30,600		
				0.00	\$ 0	MACHINE SHED	FAIR	FAIR	504	9.10	\$ 4,586		
				0.00	\$ 0	MISC. OUTBUILDINGS/CORRA	0	0	1	15000.00	\$ 15,000		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
				0.00	\$ 0		0	0	-	0.00	\$ -		
TOTAL			Per Acre	\$ 85,165.00	\$ 166,072	TOTAL			Per Acre	\$97,219.79	\$ 188,606		
IMPROVEMENT ADJUSTMENT				\$ 12,055									

Sale #7		Sale		Value				Subject		Subject		%		Value		
Category	Acres	Per Acre			Total	Category	Acres	Total	Per Acre	Total						
RANGELAND	-	\$ 0.00			\$ -	RANGELAND	-	0.00%	\$ 0.00	\$ 0						
DRY CROPLAND	-	\$ 0.00			\$ -	DRY CROPLAND	-	0.00%	\$ 0.00	\$ 0						
IRRIGATED CROP	-	\$ 0.00			\$ -	IRRIGATED CROP	-	0.00%	\$ 0.00	\$ 0						
HAYLAND	-	\$ 0.00			\$ -	HAYLAND	-	0.00%	\$ 0.00	\$ 0						
TAME PASTURE	-	\$ 0.00			\$ -	TAME PASTURE	-	0.00%	\$ 0.00	\$ 0						
RIVER BOTTOM	-	\$ 0.00			\$ -	RIVER BOTTOM	-	0.00%	\$ 0.00	\$ 0						
OTHER	-	\$ 0.00			\$ -	OTHER	-	0.00%	\$ 0.00	\$ 0						
STATE/FEDERAL LEASE	-	\$ -			\$ -	STATE/FEDERAL LEASE	-	0.00%	\$ 0.00	\$ 0						
FARMSTEAD	2.05	\$ 8,976.00			\$ 18,401	FARMSTEAD	1.94	100.00%	\$ 8,976.00	\$ 8,976						
TOTAL	2.05	\$ 8,976.00			\$ 18,401	TOTAL	1.94	100.00%	\$ 4,626.80	\$ 8,976						
LAND MIX ADJUSTMENT				\$ 0												
Sale #7 Improvements		Utility	Cond.	Size	\$/Unit	Contrib. Value	Subject Improvements		Utility	Cond.	Size	\$/Unit	Contrib. Value			
DWELLING	F	F	1,680	90.00	\$ 151,200	DWELLING	FAIR	FAIR	1,320	97.50	128,700					
GARAGE	A	A	680	30.00	\$ 20,400	GARAGE	POOR	POOR	720	13.50	9,720					
				0.00	\$ 0	SHOP	GOOD	GOOD	1,200	25.50	30,600					
				0.00	\$ 0	MACHINE SHED	FAIR	FAIR	504	9.10	4,586					
				0.00	\$ 0	MISC. OUTBUILDINGS/CORRA	0	0	1	15000.00	15,000					
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
TOTAL			Per Acre	\$83,707.32	\$ 171,600	TOTAL			Per Acre	\$97,219.79	\$ 188,606					
IMPROVEMENT ADJUSTMENT				\$ 13,512												
Sale #8		Sale		Value				Subject		Subject		%		Value		
Category	Acres	Per Acre			Total	Category	Acres	Total	Per Acre	Total						
RANGELAND	-	\$ 0.00			\$ -	RANGELAND	-	0.00%	\$ 0.00	\$ 0						
DRY CROPLAND	-	\$ 0.00			\$ -	DRY CROPLAND	-	0.00%	\$ 0.00	\$ 0						
IRRIGATED CROP	-	\$ 0.00			\$ -	IRRIGATED CROP	-	0.00%	\$ 0.00	\$ 0						
HAYLAND	-	\$ 0.00			\$ -	HAYLAND	-	0.00%	\$ 0.00	\$ 0						
TAME PASTURE	-	\$ 0.00			\$ -	TAME PASTURE	-	0.00%	\$ 0.00	\$ 0						
RIVER BOTTOM	-	\$ 0.00			\$ -	RIVER BOTTOM	-	0.00%	\$ 0.00	\$ 0						
OTHER	-	\$ 0.00			\$ -	OTHER	-	0.00%	\$ 0.00	\$ 0						
STATE/FEDERAL LEASE	-	\$ -			\$ -	STATE/FEDERAL LEASE	-	0.00%	\$ -	\$ 0						
FARMSTEAD	3.34	\$ 9,317.00			\$ 31,119	FARMSTEAD	1.94	100.00%	\$ 9,317.00	\$ 9,317						
TOTAL	3.34	\$ 9,317.00			\$ 31,119	TOTAL	1.94	100.00%	\$ 4,802.58	\$ 9,317						
LAND MIX ADJUSTMENT				\$ 0												
Sale #8 Improvements		Utility	Cond.	Size	\$/Unit	Contrib. Value	Subject Improvements		Utility	Cond.	Size	\$/Unit	Contrib. Value			
DWELLING	F	F	2,326	94.25	\$ 219,226	DWELLING	FAIR	FAIR	1,320	97.50	128,700					
GARAGE	F	F	1,008	19.50	\$ 19,656	GARAGE	POOR	POOR	720	13.50	9,720					
				0.00	\$ 0	SHOP	GOOD	GOOD	1,200	25.50	30,600					
				0.00	\$ 0	MACHINE SHED	FAIR	FAIR	504	9.10	4,586					
				0.00	\$ 0	MISC. OUTBUILDINGS/CORRA	0	0	1	15000.00	15,000					
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
				0.00	\$ 0		0	0	0	-	0.00	-				
TOTAL			Per Acre	\$71,521.41	\$ 238,882	TOTAL			Per Acre	\$97,219.79	\$ 188,606					
IMPROVEMENT ADJUSTMENT				\$ 25,698												

PROPERTY MAP

State of Montana Sale #1155
Big Horn County, Montana, 1.94 AC +/-



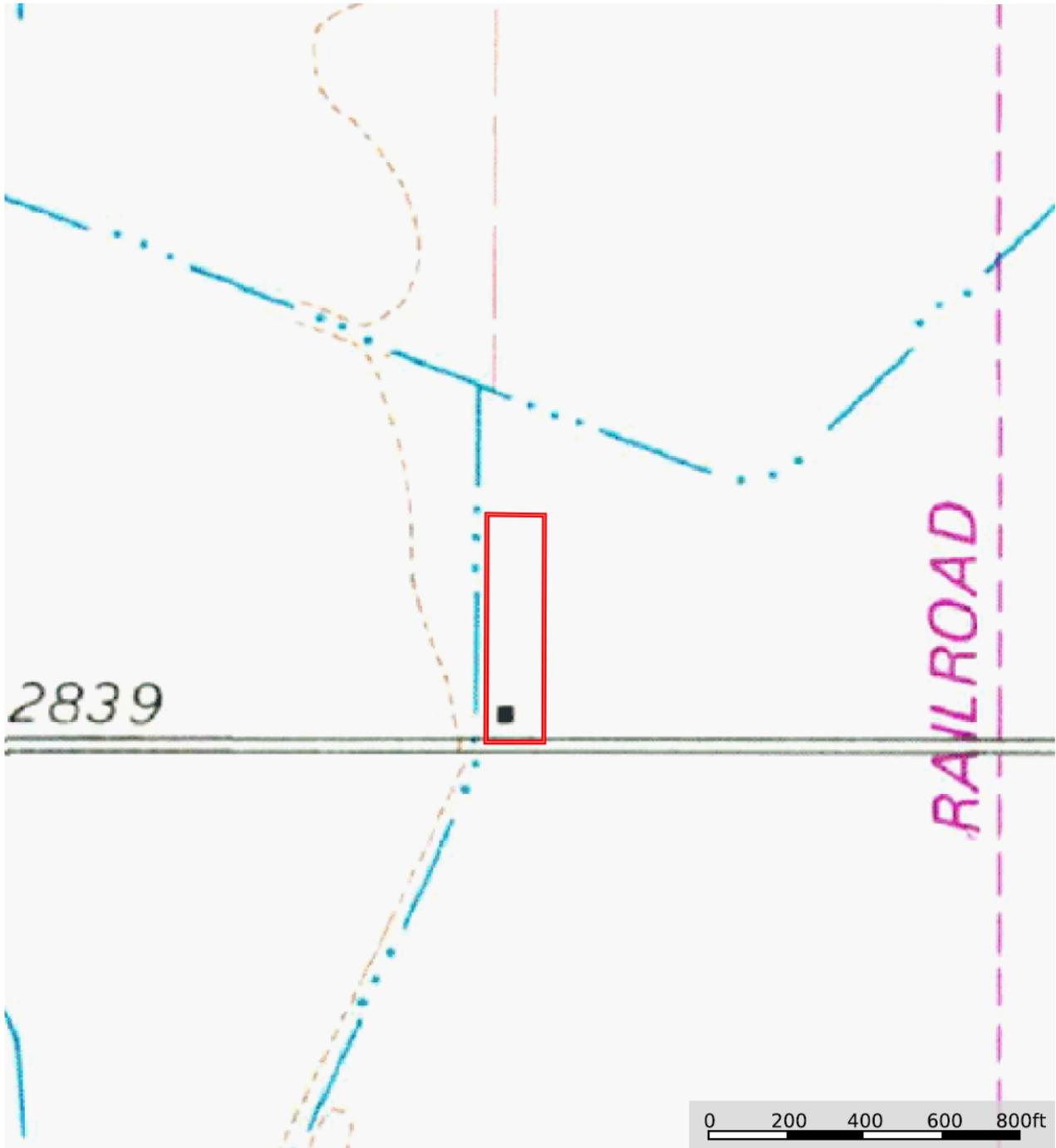
 Boundary

Scott Crosby
scottcrosby@crosbyanalytics.com

 The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

TOPO MAP

State of Montana Sale #1155
Big Horn County, Montana, 1.94 AC +/-

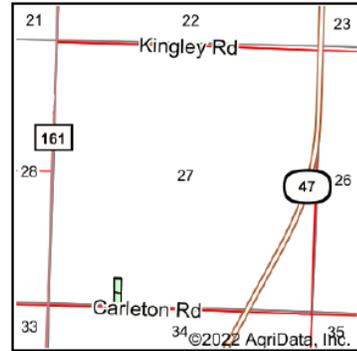
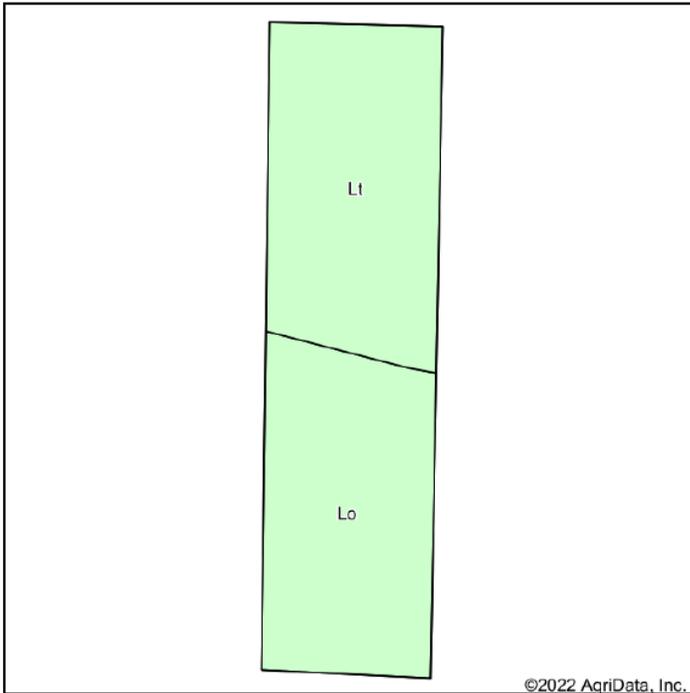


 Boundary

Scott Crosby
scottcrosby@crobyanalytics.com

 The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Soils Map



State: **Montana**
 County: **Big Horn**
 Location: **27-2N-33E**
 Township: **Hardin**
 Acres: **1.94**
 Date: **9/28/2022**



Soils data provided by USDA and NRCS.

Area Symbol: MT607, Soil Area Version: 17

Code	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c	Alfalfa hay Tons	Alfalfa hay Irrigated Tons	Corn silage Irrigated Tons	Grass hay Tons	Grass hay Irrigated Tons	Sugar beets Irrigated Tons	*n NCCPI Soybeans
Lt	Lohmiller silty clay, saline, 0 to 2 percent slopes	0.98	50.5%	Vls	Vls			2			1	5
Lo	Lohmiller silty clay loam, 0 to 2 percent slopes	0.96	49.5%	IVw	IVw	2	6	24	1	3	2	13
Weighted Average				5.01	5.01	1	3	12.9	0.5	1.5	1.5	*n 9

*n: The aggregation method is "Weighted Average using all components"
 *c: Using Capabilities Class Dominant Condition Aggregation Method
 Soils data provided by USDA and NRCS.

CERTIFICATE OF SURVEY # 762

LOCATED IN THE SW 1/4 OF SECTION 27, T.2N., R.33E., P.M.M., BIGHORN COUNTY, MONTANA

- LEGEND**
- = SET 5/8" X 24" REBAR WITH 1-1/4" RPC (JACOBSON, 13748LS)
 - ⊗ = SET MAG NAIL WITH WASHER (13748LS)
 - = FOUND 2" ALUM. CAP (T KELLY, 11289LS)
 - (F) = FOUND THIS SURVEY
 - (R1) = RECORD OR ADDITIVE PER CERTIFICATE OF SURVEY NO. 691(F)
 - (R2) = RECORD OR ADDITIVE PER CERTIFICATE OF SURVEY NO. 583A
 - RPC = RED PLASTIC CAP
 - YPC = YELLOW PLASTIC CAP
 - COS = CERTIFICATE OF SURVEY
 - RM = REFERENCE MONUMENT
 - EX = EXISTING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING

SURVEYOR'S NOTES

CERTAIN FIXTURES AND OTHER MANMADE FEATURES LOCATED ON THE SUBJECT PROPERTIES AS OF JANUARY 25, 2022, (NAMESLY STRUCTURES, BUILDINGS, VISIBLE UTILITIES AND ROADWAYS) ARE DEPICTED HEREON AT THE REQUEST OF THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION; SAID FEATURES ARE FOR GENERAL REFERENCE ONLY AND THE LOCATIONS THEREOF SHOULD NOT BE RELIED UPON WITHOUT FIELD VERIFICATION.

PURPOSE OF SURVEY:

THE PURPOSE OF THIS SURVEY IS TO CREATE A TRACT FOR THE SALE OR LEASE OF AN EXISTING CABIN SITE UNDER THE DIRECTION OF THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION PURSUANT TO 76-3-205(2) MCA.

LEGAL DESCRIPTION TRACT 1

A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4SW1/4) OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 33 EAST, PRINCIPAL MERIDIAN MONTANA, BIG HORN COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 27, N88°39'57"E 1319.19 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4SW1/4), SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST BOUNDARY OF SAID SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (SE1/4SW1/4), N01°19'00"W 591.40 FEET; THENCE DEPARTING SAID WEST BOUNDARY, N88°04'16"E 142.68 FEET; THENCE S01°22'20"E 652.83 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 27; THENCE ALONG SAID SOUTH BOUNDARY, S88°39'57"W 143.23 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 1.94 ACRES MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

CERTIFICATION OF LANDOWNER

WE HEREBY CERTIFY THAT THIS SURVEY IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO SECTION 76-3-205(2) MCA, TO WIT: A DIVISION OF STATE-OWNED LAND IS NOT SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER UNLESS THE DIVISION CREATES A SECOND PARCEL FROM A SINGLE TRACT FOR SALE, RENT, OR LEASE FOR RESIDENTIAL PURPOSES AFTER JULY 1, 1974, AND FURTHER, WE CERTIFY THAT THIS SURVEY IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO 76-3-19(2) MCA TO WIT: THE SALE OF A CABIN OR HOME SITE IS EXEMPT FROM THE SUBDIVISION LAWS EXCEPT THAT THE DEVELOPMENT OF ANY NEW OR ADDITIONAL WATER SUPPLY OR SEWAGE DISPOSAL SYSTEM ON THE PROPERTY MUST BE APPROVED PURSUANT TO THE REVIEW PROCEDURE, FEE, AND OTHER REQUIREMENTS OF TITLE 76, CHAPTER 4, PART 1.

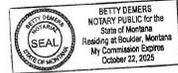
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

BY: ESP
AS: Deputy Director

STATE OF Montana
COUNTY OF Lewis & Clark

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON May 26, 2022, BY Kerry S. Davant AS Deputy Director FOR THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION.

SS: Bethy DeMers
NOTARY PUBLIC



EXAMINING LAND SURVEYOR REVIEW

ON BEHALF OF THE GOVERNING BODY, THIS DOCUMENT HAS BEEN EXAMINED FOR ERRORS AND OMISSIONS IN CALCULATION OR DRAFTING PURSUANT TO 76-3-611(2)(a) MCA.

Matthew Jacobson
(SIGNATURE)

CERTIFICATE OF COUNTY TREASURER

I HEREBY CERTIFY THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND ABOVE DESCRIBED ARE PAID.

Deanne Lipp 6-3-22
BIG HORN COUNTY TREASURER DATE

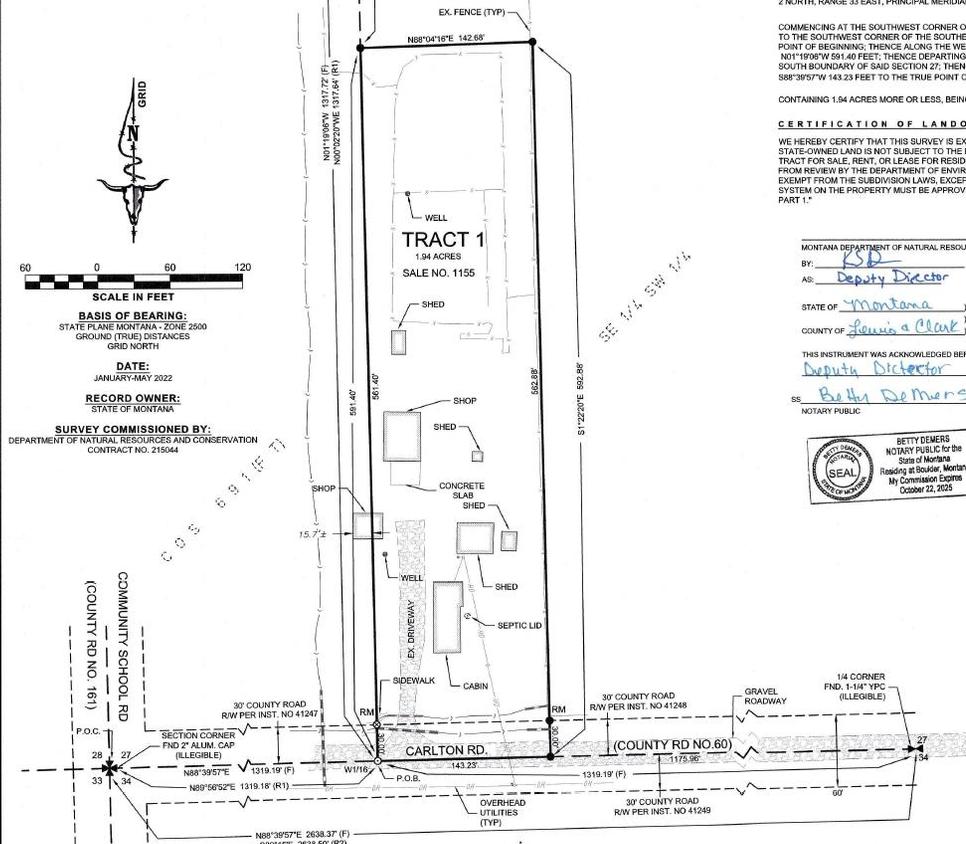
CERTIFICATE OF FILING BY CLERK AND RECORDER:

STATE OF MONTANA
COUNTY OF BIG HORN
FILED ON THE 30th DAY OF June, 2022, A.D., AT 1:15 O'CLOCK P.M.
Matthew Jacobson
BIG HORN COUNTY CLERK AND RECORDER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND PREPARED IN CONFORMANCE WITH THE APPLICABLE SECTIONS OF THE MONTANA SUBDIVISION AND PLATTING ACT AND THE REGULATIONS ADOPTED THEREUNDER.

SS: Matthew Jacobson 5/10/22
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR DATE
MONTANA LICENSE NO. 13748LS



PREPARED BY:
IMEG
175 N. 27TH ST. STE. 1312 PH: 406.248.9000
BILLINGS, MT FAX: 406.721.5224
59101 www.imegcorp.com
IMEG PROJECT NO. 21007981

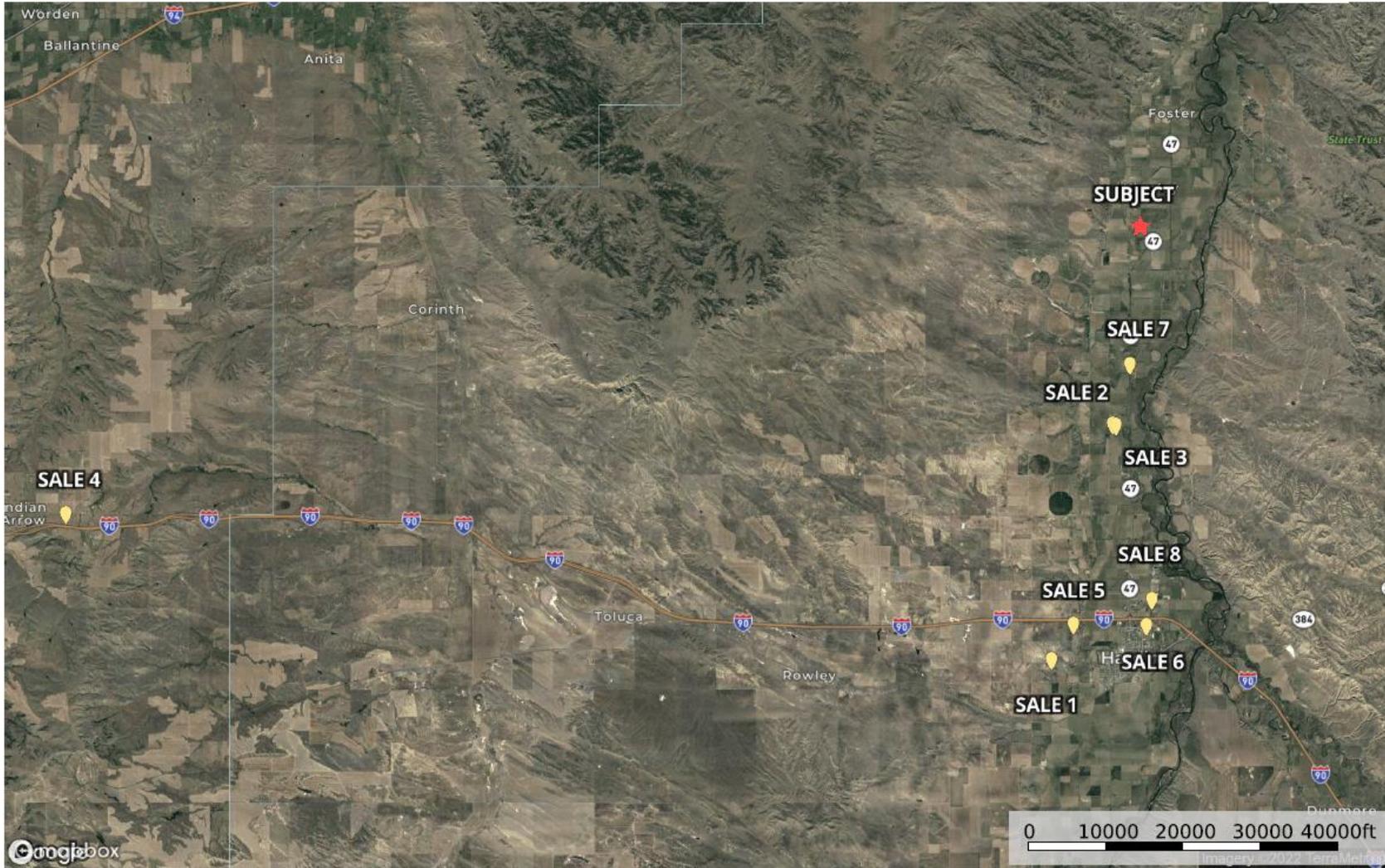
- LEGEND**
- (E) FENCE LINE
 - (E) DITCH
 - (E) CULVERT
 - LIGHT POLE

1/4	SEC.	T.	R.
☒	27	2N.	33E.



COMPARABLE SALES LOCATION MAP

State of Montana Sale #1155 Comparable Sales Location
Big Horn County, Montana, 1.94 AC +/-



★ Subject 📍 Sale 📍 Subject

Scott Crosby
scottcrosby@crosbyanalytics.com

M The information contained herein was obtained from sources deemed to be reliable. MapRight Services makes no warranties or guarantees as to the completeness or accuracy thereof.

Exposure Time

When analyzing sales to determine an exposure time for the subject, sales were sought that had influences like the subject. Over 30 sales were analyzed. The following is the analysis:

Number of Sales Analyzed	30
Max Months on Market	34.77
Min Months on Market	0.00
Mean Months	8.69
Median Months	7.2

Out of these 30 sales, only 4 were over 12 months (21.36, 16.13, 34.77, 14.30).

Market Adjustment Support - Sales between 1 Acre and 3 Acres					
	Median Sales Price - 2018	Median Sales Price - 2019	Median Sales Price - 2020	Median Sales Price - 2021	Median Sales Price - 2022
	\$57,000	\$120,000	\$85,000	\$49,500	\$102,500
	\$40,500	\$29,500	\$49,500	\$49,900	\$89,900
	\$98,500	\$55,000	\$38,000	\$93,500	\$85,000
	\$58,000	\$67,500	\$50,000	\$65,000	\$89,900
	\$54,200	\$53,750	\$60,000	\$87,000	\$92,000
	\$64,900	\$65,000	\$75,000	\$122,500	\$105,900
	\$36,000	\$166,500	\$69,000	\$95,000	\$82,500
	\$68,500	\$80,250	\$77,463	\$70,750	\$50,000
	\$37,500	\$65,000	\$72,000	\$105,000	
	\$52,000	\$62,750	\$89,000	\$70,000	
	\$76,750	\$44,900	\$58,500	\$66,500	
	\$58,000	\$52,000	\$112,500	\$69,000	
Average	\$58,488	\$71,846	\$69,664	\$78,638	\$87,213
Growth %		22.84%	-3.04%	12.88%	10.90%

14.34% overall

6.9% over the last three years

STATEMENT OF LAND STATUS

STATE OF MONTANA)
 : SS
County of Lewis & Clark)

Seth Goodwin, having first been duly sworn, deposes and says:

- 1. I am the custodian of the records for the Trust Land Management Division of the Montana Department of Natural Resources and Conservation;
- 2. I have examined the land records of the State of Montana on file in our office in Helena, Montana, that may affect title of the State of Montana in and to the following described real property:

**Section 27, Township 2 North, Range 33 East
Tract 1, Big Horn County, COS 762, containing 1.94 acres, more or less.**

Title vested in the State of Montana on April 13, 1932 under Farm Loan Foreclosure 517, as previously described in a conveyance to the State of Montana filed in the records of the Big Horn County Clerk and Recorder's office on April 15, 1932, at Book 20 of Deeds, Page 104-105.

- 3. I have found no instrument, conveyance, encumbrance, lien for taxes, costs, interest, or judgment affecting the title of the State of Montana to the above-described property in the above-described land records, except for the following:

**Residential Lease No. 8966 issued March 1, 2015 to Kenneth D. Fox and expiring February 28, 2030.
Water Right No. 43P 19357-00 issued to Montana State Board of Land Commissioners, Trust Land Management Division, and James P Stradley, with a priority date of December 31, 1957;
Water Right No. 43P 18520-00 issued to Montana State Board of Land Commissioners, Trust Land Management Division, with a priority date of May 3, 1978.**

- 4. I have not reviewed any mineral locations made under the authority of the Revised Statutes of the United States;
- 5. Your use of this information is at your own risk, and confirms that DNRC will not be held liable for any errors or missing omissions contained in the content of this information.

This concludes the affidavit of Seth Goodwin.

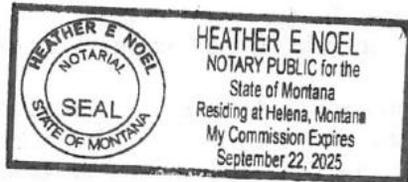
DATED this 8th day of September, 2022

Seth Goodwin

Seth Goodwin, Real Estate Sales Specialist
Trust Land Management Division

State of Montana
County of Lewis & Clark

Signed and acknowledged before me on the date referenced above by Seth Goodwin.



Heather E Noel
Notary Public for the State of Montana.
Residing at Helena MT
My commission expires September 22, 2025

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601
CERTIFICATE OF WATER RIGHT

UPON FINDING THE REQUIREMENTS OF SECTION 85-2-306, MCA, HAVE BEEN MET, THIS CERTIFICATE OF WATER RIGHT IS GRANTED.

Water Right Number: 43P 18520 00 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE
Owners: MONTANA STATE BOARD OF LAND COMMISSIONERS
TRUST LAND MANAGEMENT DIVISION
PO BOX 201601
HELENA, MT 59620-1601
Priority Date: MAY 3, 1978 at 10:57 A.M.
Enforceable Priority Date: MAY 3, 1978 at 10:57 A.M.
Purpose (use): STOCK
Maximum Flow Rate: 15.00 GPM
Maximum Volume: 1.50 AC-FT
Source Name: GROUNDWATER
Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SESW	27	2N	33E	BIG HORN

Period of Diversion: JANUARY 1 TO DECEMBER 31
Source Name: GROUNDWATER
Diversion Means: WELL
Well Depth: 29.00 FEET
Static Water Level: 8.00 FEET
Casing Diameter: 6.00 INCHES
Purpose (Use): STOCK
Volume: 1.50 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31
Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SESW	27	2N	33E	BIG HORN

Remarks:

REISSUED RIGHT

THE RIGHT ISSUED ON 06/07/1978 WAS REISSUED. THE RIGHT WAS REISSUED BECAUSE THE POINT OF DIVERSION AND PLACE OF USE LEGAL LAND DESCRIPTIONS WERE CORRECTED.

BACKFLOW PREVENTOR

PURSUANT TO SECTION 85-2-505, MCA, TO PREVENT GROUND WATER CONTAMINATION, AN OPERATIONAL BACKFLOW PREVENTOR MUST BE INSTALLED AND MAINTAINED BY THE APPROPRIATOR IF A CHEMICAL OR FERTILIZER DISTRIBUTION SYSTEM IS CONNECTED TO THE DIVERSION MEANS.

**THIS CERTIFICATE IS SUBJECT TO ALL PRIOR EXISTING WATER RIGHTS
IN THE SOURCE OF SUPPLY.**

FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS MAY RESULT IN THE LOSS OF THIS CERTIFICATE OF WATER RIGHT.



Witness Signature



Water Resources Division

DATE ISSUED: JUNE 7, 1978
DATE REISSUED: SEPTEMBER 2, 2022

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O. BOX 201601 HELENA, MONTANA 59620-1601

CHANGE AUTHORIZATION

UPON FINDING THE REQUIREMENTS OF SECTION 85-2-402, MCA HAVE BEEN MET, APPLICATION TO CHANGE WATER RIGHT NUMBER 43P-1935799 SUBMITTED ON AUGUST 24, 1979, IS APPROVED.

Application Form: JAMES P STRADLEY
RT 1 BOX 95
HARDIN, MT 59034

MONTANA STATE BOARD OF LAND COMMISSIONERS
TRUST LAND MANAGEMENT DIVISION
PO BOX 201601
HELENA, MT 59620 1601

Water Right Number(s) Changed:	Wr #	Ext	Type
43P-19357		00	EXEMPT NOTICE

Change Description:
REPLACEMENT WELL

CONDITIONAL APPROVAL

THIS APPROVAL OF THIS CHANGE IS NOT TO BE CONSTRUED AS RECOGNITION BY THE DEPARTMENT OF THE WATER RIGHTS INVOLVED. SUCH RIGHTS MUST STAND ON THE MERIT OF EVIDENCE OF USE AND PRIORITY AS DOCUMENTED BY THE WATER RIGHT HOLDER.

FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS MAY RESULT IN THE LOSS OF THIS CHANGE AUTHORIZATION.



Witness Signature



Water Resources Division

DATE ISSUED: JULY 10, 1981
DATE REISSUED: SEPTEMBER 2, 2022

**THE INFORMATION SHOWN BELOW REFLECTS THE ENTIRE WATER RIGHT.
 AN ASTERISK (*) HAS BEEN PLACED NEXT TO EACH ITEM ALTERED BY THIS CHANGE AUTHORIZATION.**

Water Right Number: 43P 19357-00 EXEMPT NOTICE
Version: 2 -- CHANGE AUTHORIZATION
Version Status: ACTIVE

Owners: JAMES P STADLEY
 RT 1 BOX 95
 HARDIN, MT 59034
 MONTANA STATE BOARD OF LAND COMMISSIONERS
 TRUST LAND MANAGEMENT DIVISION
 PO BOX 201601
 HELENA, MT 59620 1601

Priority Date: DECEMBER 31, 1957
Enforceable Priority Date: DECEMBER 31, 1957
 FOR DATA BASE CONVERSION PURPOSES A DAY OR MONTH AND DAY HAVE BEEN ADDED TO THE PRIORITY DATE.

Purpose (Use): DOMESTIC
 STOCK

Maximum Flow Rate: 6.00 GPM
Maximum Volume: 7.00 AC-FT
Source Name: GROUNDWATER
Source Type: GROUNDWATER

***Point of Diversion and Means of Diversion:**

ID	Govt Lot	Qtr Sec	Sec	Twp	Rge	County
*1		SESW	27	2N	33E	BIG HORN

Diversion Means: WELL
Well Depth: 29.00 FEET
Static Water Level: 8.00 FEET
Casing Diameter: 6.00 INCHES

Purpose (Use) DOMESTIC
Households: 2
Volume: 6.50 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31
Place of Use:

ID	Acres	Govt Lot	Qtr Sec	Sec	Twp	Rge	County
1			SESW	27	2N	33E	BIG HORN

Purpose (Use) STOCK
Volume: 0.50 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31
Place of Use:

ID	Acres	Govt Lot	Qtr Sec	Sec	Twp	Rge	County
1			SESW	27	2N	33E	BIG HORN

REISSUED RIGHT

THE RIGHT ISSUED ON 07/10/1981 WAS REISSUED. THE RIGHT WAS REISSUED BECAUSE THE POINT OF DIVERSION AND PLACE OF USE LEGAL LAND DESCRIPTIONS WERE CORRECTED.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

ACKNOWLEDGEMENT OF EXEMPT WATER RIGHT

THIS WATER RIGHT IS IDENTIFIED AS EXEMPT FROM THE ADJUDICATION PROCESS BY THE MONTANA WATER COURT PURSUANT TO 85-2-222, MCA. (EXEMPT RIGHTS ARE BASED ON INFORMATION AND EVIDENCE PRESENTED BY THE OWNER. THE BURDEN OF PROOF OF THE RIGHT REMAINS WITH THE OWNER.)

***DISCLAIMER** THIS ACKNOWLEDGEMENT IS NOT INTENDED, NOR IS IT THE INTENT TO BE CONSTRUED TO CONSTITUTE RECOGNITION OR ADMISSION BY THE STATE OF SUCH WATER RIGHTS, NOR AS EVIDENCE OF THE USE OR PRIORITY OF USE IN ANY ADJUDICATION PROCEEDINGS UNDER THE LAWS OF THE STATE OF MONTANA.

IF YOU HAVE QUESTIONS, PLEASE CONTACT YOUR LOCAL WATER RESOURCES REGIONAL OFFICE. BILLINGS REGIONAL OFFICE 406-247-4419

Water Right Number: 43P 19357 00 EXEMPT NOTICE
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners: MONTANA STATE BOARD OF LAND COMMISSIONERS
TRUST LAND MANAGEMENT DIVISION
PO BOX 201601
HELENA, MT 59620 1601

JAMES P STADLEY
RT 1 BOX 95
HARDIN, MT 59034

Priority Date: DECEMBER 31, 1957
Enforceable Priority Date: DECEMBER 31, 1957

FOR DATA BASE CONVERSION PURPOSES A DAY OR MONTH AND DAY HAVE BEEN ADDED TO THE PRIORITY DATE.

Purpose (use): DOMESTIC
STOCK

Maximum Flow Rate: 6.00 GPM

Maximum Volume: 7.00 AC-FT

Source: GROUNDWATER

Source Name: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>QtrSec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SESW	27	2N	33E	BIG HORN

Period of Diversion:
Diversion Means: WELL
Well Depth: 29.00 FEET
Static Water Level: 8.00 FEET
Casing Diameter: 6.00 INCHES

Purpose (Use): DOMESTIC

Households: 1
Volume: 7.00 AC-FT

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>QtrSec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SESW	27	2N	33E	BIG HORN

Purpose (Use): STOCK

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>QtrSec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SESW	27	2N	33E	BIG HORN

Remarks:

REISSUED RIGHT

THE RIGHT ISSUED ON 07/10/1981 WAS REISSUED. THE RIGHT WAS REISSUED BECAUSE THE POINT OF DIVERSION AND PLACE OF USE LEGAL LAND DESCRIPTIONS WERE CORRECTED.

UPON A CHANGE IN OWNERSHIP OF ALL OR ANY PORTION OF THIS RIGHT, THE PARTIES TO THE TRANSFER SHALL FILE WITH THE DEPARTMENT OF NATURAL RESOURCES & CONSERVATION A DNRC WATER RIGHT OWNERSHIP UPDATE, FORM 608, PURSUANT TO SECTION 85-2-425, MCA.