

**APPRAISAL REPORT  
2022 SEELEY LAKE OUTLET WEST,  
MISSOULA COUNTY APPRAISAL  
FOR  
THE STATE OF MONTANA,  
THE MONTANA BOARD OF  
LAND COMMISSIONERS (LAND BOARD)  
AND THE DEPARTMENT OF NATURAL  
REOURCES AND CONSERVATION (DNRC)**



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**ADDENDA:**

- Assumptions and Limiting Conditions
- Contract
- Qualifications
- License

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September 21, 2022

Seth Goodwin, Real Estate Specialist  
PO Box 201601  
Helena, Montana 59620 – 1601

RE: Summary appraisal report, 2022 Seeley Lake Outlet West Appraisal

Dear Mr. Goodwin:

This letter of transmittal is an introduction to the report that follows which includes the market information as well as the individual valuations of the subject properties. The following report, defined by the Scope of Work, is hereby presented in the requested narrative report format containing **108** pages plus addenda. Under general requirements, the appraisal report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

In addition, this report is intended to be in full compliance with all applicable laws & regulations affecting this service & report in which jurisdiction the subject property is located. The report also complies with Scope of Work for Appraisals of Potential Property Sales through the Cabin/Homesite Sale Program. The Scope of Work is key to understanding this appraisal service and the report option requested. Please read that section carefully as it most clearly defines the service rendered.

Specific reference to the issue of competency is required. I have adequate current, practical experience in the appraisal of recreational lake front property. I was involved with two separate appraisals of in excess of 300 properties on Priest Lake for Idaho Department of lands in 2013. I have completed appraisals of properties on Salmon Lake, Seeley Lake, Big Sky Lake as well as other appraisals of properties throughout the Seeley chain of Lakes and Clearwater River. I completed the 2021 round of appraisals for placid lake for DNRC.

The subject properties are Seeley Lake Outlet West lots each improved with a single-family residence. The appraisal for each cabin and home site will include a total market value of the property, with the hypothetical condition that land and improvements are fee simple ownership, with one owner. It will also include a separate market value for the state own cabin site (land), under the hypothetical condition of it being vacant raw land exclusive of real property

improvements. The third value will be an allocated or separate market value of the non-state-owned improvements, from the total market value derived.

Sale No	Acres	Legal Description Lessee	Address	Land Value	Personal Property
2022	0.861	Lot 9, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W DPB IV & ASB Buckley Living Trust	2000 Snowmass Drive	\$200,000	\$375,000
2023	1.166	Lot 16, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Linda & Priyanka Fernando	1702 Snowmass Drive	\$100,000	\$125,000
2025	1.166	Lot 17, Seeley Lake Outlet W, COS 5140 Section 4, T16N-R1W Courtland & Lydia Perry	1658 Snowmass Drive	\$200,000	\$200,000
2026	0.806	Lot 18, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Cathy E. Wilson	1616 Snowmass Drive	\$200,000	\$250,000
2024	1.862	Lot 24, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Patrick Hayes	298 Shoreline Court	\$220,000	\$480,000

If there is anything further, please don't hesitate to contact me.

Professionally yours,  
HALL - WIDDOSS & COMPANY, PC.



NICHOLAS J. HOGAN, MAI  
MT General Certificate No. REA-REG-LIC-370  
Expires 3/31/23

## SCOPE OF WORK

The Scope of Work was previously defined as the Scope of the Appraisal. Based on requirements of the Uniform Standards of Professional Appraisal Practice (USPAP – 2020/2021) promulgated by the Appraisal Standards Board of the Appraisal Foundation and the guide notes to the Standards of Professional Appraisal Practice adopted by the Appraisal Institute, this has become the primary element defining the appraisal conducted here. USPAP involves binding requirements and specific guidelines that deal with the procedures to be followed in developing an appraisal, an analysis or opinion and with the reporting or communication of that appraisal opinion defined as Standards 1 & 2. The appraisal service & reporting option must be consistent with the Scope of Work defining the appraisal/consulting service and how it is to be communicated. This service complies with the regulatory requirements of the State of Montana administered by the Montana Board of Appraisers based on compliance with Standards & Ethics defined within USPAP.

The scope of work defines the appraiser's conclusions as to what is deemed necessary to provide a credible result within context of the client/intended user Scope of Work Description. There is a new response published by The Appraisal Institute relative to Scope of Work that addresses USPAP – 2020/21. For each appraisal and appraisal review assignment, the appraiser must

- 1.) *identify the problem,*
- 2.) *determine and perform the work necessary to develop credible assignment results and*
- 3.) *disclose the scope of work in the report.*

### **Problem Identification:**

*Client and any other intended users:*

The clients are the State of Montana, the Montana Board of Land Commissioners (Land Board), and the Department of Natural Resources and Conservation (DNRC).

*Intended use of the appraiser's opinions and conclusions:*

The intended users include the clients as well as the individual lessees. The Lessees are DPB IV & ASB Buckley Living Trust, Linda & Priyanka Fernando, Patrick Hayes, Courtland & Lydia Perry, and Cathy E. Wilson. 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 (individual properties).

*Type and definition of value:*

**Current fair market value. (12 C.F.R. § 34.42 (h))** Market value means the most probably 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.

*Effective date of the appraiser's opinions and conclusions:*

The effective date of the appraiser's opinions and conclusions for the as is date of value, is the date of inspection on July 8, 2022. I met with representatives of the State of Montana as well as representative for each individual tenant.

*Subject of the assignment and its relevant characteristics:*

The subject properties consist of five separate cabin sites located with frontage on the Seeley Lake Outlet. All of the subject properties are on the westerly side of the Clearwater River, with one located on Shoreline Court and the other four on Snowmass Drive. Physical access is from US Highway 83, to Riverview Drive which leads in a westerly direction. Shoreline Court is just west of the river and Snowmass Drive is slightly farther west.

*Assignment conditions:*

For the reader's edification, I have incorporated definitions for hypothetical conditions and extraordinary assumptions. These definitions are taken from the USPAP 2020-21.

***"HYPOTHETICAL CONDITION:*** *a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*

*Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."*

***“EXTRAORDINARY ASSUMPTION:*** *an assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.*

*Comment: Uncertain information might include physical, legal or economic characteristics of the subject property; or conditions external to the property such as market conditions or trends; sore the integrity of the data used in an analysis.*

**Extraordinary Assumptions:**

- None.

**-Hypothetical Conditions**

- Per the client instructions, the cabin site (land) is valued under the hypothetical condition that it is vacant raw land, without any site improvements, utilities, or buildings. Each of the individual subject properties has non-state-owned structural and site improvements. Therefore, that portion of the analysis I have made the hypothetical condition that the subject property is vacant raw land, without any site improvements, utilities, or buildings.
- Based on scope of work, for purposes of valuation and analysis I have assumed each of the subject properties has physical and legal access.
- For analysis purposes, properties that have leases or licenses are appraised with the hypothetical condition the leases/licenses do not exist.

**-Jurisdictional Exceptions:**

- None.

**-Assignment Conditions:**

- The appraiser must be a Montana certified general appraiser and be competent to appraise the subject property. The appraisal is to conform to the latest edition of USPAP, and the opinion of value must be credible. The appraiser is to physically inspect the subject properties at a level that will allow the appraiser to render a credible opinion of value about the properties. 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 5 (five) cabin sites 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 with 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 a fee simple ownership, with one owner.

The use of extraordinary assumptions and hypothetical conditions within the report should be viewed within the context that their use might affected the assignment results.

**Determine and perform the scope of work necessary to develop credible appraisal assignment results:**

The extent of the property identification involves both physical characteristics of the property land size, shape, access, frontage, special features, detrimental conditions, utilities, etc. There is also the need to fully identify legal characteristics such as the fee simple estate limited by easement, covenants, restrictions, and other encumbrances relevant to the valuation problem.

For this appraisal, the extent of the subject inspection involved a complete viewing of the subject property. It is my opinion that I am qualified to provide this appraisal service.

Qualifications have been included within the addendum of the report and these identify or serve as evidence of the experience and expertise (competency) to provide this service. Specific to the property and location of the subject of this appraisal, it is recognized that I routinely provide appraisal services within this classification of real property & within this market area. As such, the conclusion is expressed that sufficient knowledge and experience combined with my professional qualifications are adequate to comply with competency requirements of USPAP.

As requested by the client, the problem to be solved is a traditional valuation assignment that requests an opinion of the market value of the real property interest identified. This specifies the condition of the property, unless otherwise very specifically stated, the appraisal is based on the “as is” condition of the subject property, as of the effective date of the appraisal.

In terms of the appraisal service requested, this is defined as a waterfront property. The individual properties range from single-family residences, considered year-round to dry cabins. The property type and the age/condition of the property suggest that not all three valuation methodologies are relevant. Peer review would not expect to see the income approach. On occasion, there are seasonal leases with this type of property, but in general, income and expenses as well as capitalization rates are not common in this market. For the most part, the subject properties are older single-family residences, and the cost approach is not a reliable indication of value. Replacement cost new and depreciation estimates are difficult to analyze. Therefore, the cost approach has not been included within this analysis.

Relevant to the preceding paragraph, factual market data gathered or researched for this appraisal will include sales of single-family residences with water frontage as well as sales of vacant land. The primary market area and primary search area included the Seeley Lake area. Additional sales information was included from other areas of Missoula County that have limited development potential. Several of the subject properties have issues with high groundwater concentrations and floodplain issues. Most buyers in this market would consider small lake or riverfront properties in the Seely-Swan valley from south to Potomac to north to Condon.

All of this research of data is utilized in arriving at the Highest and Best Use for the subject and to estimate the market value of the property based on that conclusion of highest and best use. It is recognized that Montana is a non-disclosure state and verification of sales is commonly handled through real estate agent confirmation as well as buyer and/or seller verification. There are times when the confirming party does not wish to be identified or where the price is not to be divulged in an appraisal report. All of these elements are considered appropriate and common under peer review. There is an MLS service to assist in the appraisal research, but private sources are also consulted as well as individual investor, owner/operators, management companies, etc. are contacted for market data. I have access to the local Montana Regional MLS services.

It is acknowledged that I lack special expertise or knowledge regarding the detection and measurement of hazardous substances. I was not provided a Phase I, or Phase II environmental audit completed relating to this topic. I have assumed there to be no environmental concerns relating to the subject property and this is a more typical assumption & limiting condition. There are no known cultural resource issues affecting the subject. For “popcorn” ceilings, it is assumed this is an asbestos containing material. I have assumed there is a marginal health hazard when left “in-situ”, but removal can be an expensive process. This type of ceiling is viewed by the market as a negative feature and will be discussed and adjusted for where appropriate.

The following identifies the individuals, companies and governmental agencies that have been contacted during this investigation. It should be noted that this is not considered to be an all-inclusive list although it does identify the primary contacts made.

Missoula County Appraiser/Assessor	Missoula County Planning
Missoula County Treasurer	Missoula County Sanitarian
Missoula County Clerk and Recorder	Selkirk Board of Realtors MLS
Montana Regional MLS	Kevin Wetherell
Amy Peterson	Lorin Peterson
Robin Matthews-Barnes	Clint Roberts
Jennifer Slayden	Scott Kennedy
Mike Wamsley	David Oberlitner
Kim Koppen	Donna Hamilton

#### **Disclose the scope of work in the report:**

The discussion above outlines the problem to be solved and the appropriate scope of work to solve that problem.

#### **Report Option - Standard Rule 2-2:**

The 2020/2021 USPAP edition has the following reporting options. These are Appraisal Report or Restricted Appraisal Report. The rule states the report option must be prominently stated which option is used.

Further, the rule states “An appraiser may use any other label in addition to, but not in place of, the label set forth in this Standard for the type of report provided. It is my opinion this allows an appraiser to include the descriptive phrase of Summary Appraisal Report, Narrative Appraisal Report or Self-Contained Appraisal Report. These terms clearly form around the core description which is “Appraisal Report”. For this appraisal, the reporting option is an Appraisal Report. The client made no specific requested relative to the format. In this instance, the reporting option is simply defined as a Summary Report Format.

#### **Rights to be 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.

In terms of the appraisal service requested, the properties to be appraised are defined as recreational tracts pursuant to the hypothetical condition noted above reflecting vacant & unimproved land tracts as well as the total fee simple value and the value of the lessee owned improvements. The property type suggests that only the sales comparison approach is relevant and peer review would expect to see.

### **PURPOSE OF APPRAISAL**

The purpose of the appraisal is to provide an opinion of the ***Fee Simple market value*** of the individual cabin and home sites as described in the respective appraisal reports. The valuations are to:

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 above in 1.
4. Valuation of the improvements must account for all forms of obsolescence.

The Appraisal Foundation requires an appraiser to conclude the value is “in terms of cash” or “of financing terms equivalent to cash”. I believe that is well beyond the public perception of the definition and what is a practical form of measurement. Some buyers have sufficient capital to pay cash. Other buyers choose to finance part or most of their purchase. Where financing terms did not specifically alter or impact price, I believe the requirement of identifying cash or equivalent is adequate. To clarify, it is my opinion the sales best relate to the term “or financing terms equivalent to cash”. I do not believe there is a market distinction between “in terms of cash or of financing terms equivalent to cash”.

**DEFINITIONS** (source citation USPAP 2020/2021). There are a few specific definitions that are believed to be critical for proper understanding. As such, this report will provide the USPAP definition for the terms used in this appraisal assignment and report.

**APPRAISAL:**

(noun) the act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services. **Comment:** An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g. not more than, not less than) to a previous value opinion or numerical benchmark (e.g. assessed value, collateral value).

**ASSIGNMENT:**

a valuation service that is provided by an appraiser as a consequence of an agreement with a client.

<b>ASSIGNMENT CONDITIONS:</b>	Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work
<b>EXTRAORDINARY ASSUMPTION:</b>	See definition included under Scope of Work.
<b>HYPOTHETICAL CONDITION:</b>	See definition included under Scope of Work.
<b>CLIENT:</b>	the party or parties who engage, by employment or contract an appraiser in a specific assignment. <b>Comment:</b> The client may be an individual, group, or entity, and may engage and communicate with the appraiser directly or through an agent.
<b>CREDIBLE:</b>	worthy of belief. <b>Comment:</b> Credible assignment results require support, by relevant evidence and logic, to the degree necessary for the intended use.
<b>INTENDED USER:</b>	the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.
<b>INTENDED USE:</b>	the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.
<b>MARKET VALUE:</b>	a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. <b>Comment:</b> Forming an opinion of market value is the purpose of many real property appraisal assignments, particularly when the client's intended use includes more than one intended user. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories. (more of this definition exists but not shown in this appraisal report).
<b>REAL ESTATE:</b>	an identified parcel or tract of land, including improvements, if any.
<b>REAL PROPERTY:</b>	the interests, benefits, and rights inherent in the ownership of real estate. <b>Comment:</b> In some jurisdictions, the terms <i>real estate</i> and <i>real property</i> have the same legal meaning. The separate definitions recognize the traditional distinction between the two concepts in appraisal theory.
<b>SCOPE OF WORK:</b>	See the definition under Scope of Work
<b>VALUE:</b>	the monetary relationship between properties and those who buy, sell, or use those properties. <b>Comment:</b> <i>Value</i> expresses an economic concept. As such, it is never a fact but always an opinion of the worth of a property at a given time in accordance with a specific definition of value. In appraisal practice, value must always be qualified - for example, market value, liquidation value, or investment value.

Additional definitions taken from The Dictionary of Real Estate Appraisal, Sixth Edition, are presented below and which have critical relevance to the appraisal of real estate and real property:

<b>fee simple estate.</b>	Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat
<b>encumbrance.</b>	Any claim or liability that affects or limits the title to property. An encumbrance can affect the title such as a mortgage or other lien, or it can affect the physical condition of the property such as an easement. An encumbrance cannot prevent the transfer of possession, but it does remain after the transfer.
<b>encroachment.</b>	1. Trespassing on the domain of another. 2. Partial or gradual displacement of an existing use by another use, e.g., locating commercial or industrial improvements in a residential district.
<b>easement.</b>	The right to use another's land for a stated purpose. See also affirmative easement; conservation easement; easement appurtenant; easement by prescription; easement in gross; historic preservation easement; negative easement.
<b>easement appurtenant.</b>	An easement that is attached to, benefits, and passes with the transfer of the dominant estate; runs with the land for the benefit of the dominant estate and continues to burden the servient estate, although such an estate may be transferred to new owners. See Also easement in gross.

### **EXPOSURE TIME**

It is a requirement of the Uniform Standards of Professional Appraisal Practice (USPAP) to incorporate discussion & analysis of **Exposure Time** within a market value analysis of the subject property. As previously defined by the Appraisal Standards Board of the Appraisal Foundation, the term states:

*"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."*

1. *The time a property remains on the market.*
2. *The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming the competitive and open market.*

It is often assumed that this is consistent with the concept of **Marketing Period (Time)**. This has been defined within the "**The Dictionary of Real Estate Appraisal, Fifth Edition**", published by The Appraisal Institute as follows:

*An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal (Advisory Opinion 7 or the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and market time.)*

The simple issue between these two definitions is one of historical evidence (exposure time is always presumed to precede the effective date of the appraisal) and prospective or future occurrence (marketing time). These may be the same in a stable market or opposite trends in a changing market. The situation could be a relatively weak or soft market noted by historical evidence yet current trends reflect a strong demand and investor expectations for continued strong demand. That could present opposite exposure time and marketing time discussions/conclusions.

Days on market for the four improved sales range from 30 days on market, on the low end to an upper end of 142 days on market. Overall, there is an expectation the subject properties could be marketed and sold in under a three month timeframe.

**REAL ESTATE TAXES**

Sale No	Acres	Legal Description Lessee	Address	2021 Taxes	Market Value
2022	0.861	Lot 9, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W DPB IV & ASB Buckley Living Trust	2000 Snowmass Drive	\$1,129.66	\$121,470
2023	1.166	Lot 16, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Linda & Priyanka Fernando	1702 Snowmass Drive	\$503.12	\$41,370
2025	1.166	Lot 17, Seeley Lake Outlet W, COS 5140 Section 4, T16N-R1W Courtland & Lydia Perry	1658 Snowmass Drive	\$555.23	\$47,970
2026	0.806	Lot 18, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Cathy E. Wilson	1616 Snowmass Drive	\$898.61	\$91,320
2024	1.862	Lot 24, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Patrick Hayes	298 Shoreline Court	\$1,824.53	\$210,390

There are no taxes due on the underlying land given the state ownership. Taxes for the improvements for each subject property are noted in the tabulation above.

## **GENERAL AREA & NEIGHBORHOOD DATA & TRENDS**

I have not included a discussion of the general area in the sense of the property having influences associated with both the Missoula market and the Kalispell/Flathead market. Rather, I have concentrated only on a presentation of the neighborhood that is clearly indicated as the Seeley-Swan Valley ranging from Clearwater Junction on the South and Bigfork on the north.

This is an approximate 92 mile long valley that is formed by the Mission Mountains on the west and the Swan Mountains on the east. The Swan River Basin is said to be located within the Northern Rocky Mountain Physiographic Province. The Mission Range reaches elevations of 9,800 feet above mean sea level and the Swan Range reaches elevations of 9,400 feet AMSL. This neighborhood is a heavily forested area with mountains forming the west and east boundaries and the valley bottom reflecting lakes, rivers and streams as well as glacial moraine pot and kettle topography reflecting a myriad of small lakes, ponds, wetlands, etc.

The Clearwater River flows south within the south half of Seeley-Swan Valley from its source at Clearwater Lake and then empties into the Black foot River just SW of Clearwater Junction. The series of lakes found to the south end of the valley include Rainy Lake, Lake Alva, Lake Inez, Seeley Lake, Placid Lake, Elbow Lake, Salmon Lake and Blanchard Lake. The north valley flows from Summit Lake and Lindberg Lake and this is the start of the Swan River which flows northwesterly through the Swan Valley to Flathead Lake at Bigfork. The headwaters of the Swan River include several lakes including Lindbergh Lake, Cygnet Lake and Holland Lake to the south and Swan Lake to the north that is a highly prized recreational resource.

This is a very sparsely populated neighborhood. The town of Seeley Lake is the service and trade center for the Clearwater drainage and the south part of Swan Valley. Seeley Lake provides basic services while medical and major shopping and services are found in either Missoula or Kalispell. There are also some limited public services for light groceries, restaurants and gasoline at several other locations in the Swan Valley along Highway 83. The town of Bigfork, located at the north end of the neighborhood, provides limited public services. Bigfork is well known for its gift shops, art galleries and theater. Missoula and Kalispell are full service communities. Both Missoula County and Flathead County (Kalispell) have shown strong growth over the past three decades.

Missoula and Kalispell have scheduled airline service, so they serve as a major entry point for the out-of-state visitor. The Seeley Swan valley is served by a primary highway running north/south through the area from Clearwater Junction to Bigfork referred to as State Highway 83. Within the neighborhood, gravel surfaced county and Forest Service roads provide access from Highway 83 to the lakes and into the mountains. The 2 million acre Bob Marshall Wilderness area lies just 5-8 miles northeast of Highway 83. The Mission Mountain Wilderness lies just a few miles southwest of Highway 83. The Seeley-Swan area serves as a jumping-off point for guided horse pack and hiking trips into these wilderness areas. This area serves as a recreation area for the populations found in the major Montana communities of Missoula, Kalispell, Helena and Great Falls.

The area also serves a much wider geographic population as many tourists recreate in the Seeley-Swan valley; many becoming residents after having visited the area. Many recreationists and recreation land buyers are from out-of-state. The largest employer is found in Seeley Lake with Pyramid Mountain Lumber Company being a sawmill that provides good paying, year around employment for ~150 sawmill workers. As with any base industry, the “ripple-effect”, produces two to three times that in support businesses such as logging and equipment maintenance, accounting and legal services, etc. The northerly Swan Valley is a bedroom area for many people who work in the Bigfork and Kalispell area.

Tourism is an increasingly important part of the local economy, creating more jobs but usually these reflect lower paying and part-time jobs. Bigfork has a 27-hole golf course and resort community called Eagle Bend. Seeley Lake has an 18-hole golf course and resort called Double Arrow. These are an example of the other recreational attractions to the area. Mostly, the recreational characteristics have been associated with outstanding hunting, fishing, lake, river, stream and mountain recreating (hiking, biking, etc.).

People/investors have been attracted to the amount of underdeveloped or lightly developed forested mountains in this area. The ownership patterns in the area reflect USDA Forest Service and Plum Creek Timberland for the majority of these mountainous areas in the Mission and Swan Mountain Ranges. The public lands provide recreation used such as hiking, hunting, fishing, camping, berry picking, firewood gathering, snowmobiling and cross country skiing. The lakes in the valley bottoms serve as locations for water oriented activities such as boating, canoeing, water skiing and fishing. White water rafting is a popular activity on the Blackfoot River and lower Swan River. There are State Parks on Salmon Lake and Placid Lake. The State also maintains fishing and camping facilities on the Clearwater River and the Blackfoot River. The U.S. Forest Service maintains public camp grounds on Seeley Lake, Lake Alva, Lindbergh Lake, Holland Lake and Swan Lake. The Forest Service also manages a canoe trail along the Clearwater River.

Fall recreation is mostly associated with hunting. The Montana Department of Fish, Wildlife and Parks manage the large Blackfoot-Clearwater Game Range near the southeast part of the neighborhood. Hunting is allowed for whitetail deer, mule deer, elk, moose, mountain goat, mountain lion, black bear and mountain grouse. The area around Lindbergh Lake is excellent whitetail deer summer range, with summer populations over 30 deer per square mile. Good duck hunting can be found in the Blackfoot area and on the southeast part of Swan Lake. Viewing and photographing wildlife is another popular recreation activity. This area harbors populations of rare wildlife species such as grizzly bear, wolverine, lynx, loons, bald eagles and bull trout. There is a national wildlife refuge at the south end of Swan Lake.

Winter recreation includes snowmobiling, cross country skiing, dog sledding and ice fishing. These add a winter dimension to recreation. The Seeley Lake area boasts of 15 groomed snowmobile trails covering 350 miles. There also are groomed snowmobile trails on Crane Mountain, northwest of Swan Lake.

Utility service includes electricity and telephone service available in all developed areas. Seeley Lake has both grade and high schools. There are two small grade schools in the Swan. High school students attend school in Seeley Lake or Bigfork. Mail service is generally limited to the Highway 83 area.

A major economic focal point during the past few years in this area has been the Double Arrow Ranch. This major cattle ranch has been subdivided into 800 residential/recreation lots, a golf course, a lodge and related support business. All of these lots have been sold and about 30 new homes were being built each year prior to the Great Recession of 2008/2009. Since that point, construction activity has fallen sharply.

There are some signs of renewed construction activity at some of the higher price points, but not to pre-recessionary levels. The Double Arrow Ranch recently expanded their golf course to 18 holes and added another 50 new residential lots. There are also lodge and resort facilities on Seeley Lake, Swan Lake and Holland Lake. Swan Lake has experienced extensive development of its lakeshore for recreation homes and retirement homes since Champion International Corporation sold off its extensive lake frontage on this lake in the mid 1980's. Other corporate timber company lands fronting on Salmon Lake and Placid Lake have been sold to developers. Developers have subdivided most of the lakeshore. Many of these new lakeshore lots are now being developed with expensive vacation homes.

This area has experienced rapid expansion of its tourist oriented economy during the last few years, similar to what is happening all over western Montana. Many out-of-state people are choosing to buy recreation type of real estate for vacation use and retirement use. Many affluent buyers usually attempt to buy lakefront property. Recreational and residential property values increased very substantially from the late 1980's thru 2005.

Seeley-Swan recreation land prices are some of the highest prices in western Montana. One of the unique aspects of this area is its location between two spectacular mountain ranges, offering excellent mountain views in two directions. The other is the abundance of lakes & streams for water based recreation.

The Appraisal of Real Estate, Fifteenth Edition, published by the Appraisal Institute deals with the term market analysis. For appraisers of real property, market analysis is a study of supply of and demand for a specific type of property in a specific market area.

The basics of marketability (measure of market support) tend to rely on an equilibrium between *supply* and *demand*; particularly as these terms apply to economic models. Therefore, if the subject is priced according to its location (land value) and physical attributes (improvements) where it will capture its share (fair share) of the market, there would be market support for the real estate. This is both a consideration of current or existing supply as well as the incorporation of future growth in competition (supply).

Rather, it is a recognition of the appraisal analysis that identifies the subject property as to a particular real estate product (type) and the real estate market in which this property competes (location, Montana). It is my opinion an inferred market analysis is adequate to allow for a credible appraisal result. All demographic data within this report were taken from Site to do Business which is a member based, comprehensive commercial real estate toolkit, providing data and tools to support financial, market, spatial and competitive analysis.

**Inferred Market Analysis**, as defined in the 15th Edition is “Demand projected on the basis of historic trends, current market conditions, rates of change, and absorption patterns.” Market

study is defined as “A macroeconomic analysis that examines the general market conditions of supply, demand, and pricing or the demographics of demand for a specific area or property type. A market study may also include analyses of construction and absorption trends.

**Location/Product Analysis:**

The subject property consists of individual cabin sites situated on the Outlet of Seeley Lake, just south of Seeley Lake. The individual sites represent varied locations along the water.

**Demand Analysis:**

Overall, there are fewer lakefront sales on this chain of lakes, in general terms. The tabulation below outlines single-family residential sales and vacant land sales over the past three years as well as 2021 to date. The final column is active listings for each category. As can be seen from the tabulation the average sales price under each category has had a significant increase between 2020/2021 and the active listings. There is been a significant influx in buyers for both residential property in Western Montana as well as single family recreational/residential properties.

**Single Family Residences**

Year	Average Sales Price	Median Sales Price	DOM	No Sales
2018	\$359,739	\$282,000	288	53
2019	\$341,997	\$293,250	274	64
2020	\$381,733	\$312,500	162	66
2021	\$553,228	\$497,450	119	70

	Average List	Median List	DOM	Listings
Active	\$1,547,357	\$722,500	131	14

**Land**

Year	Average Sales Price	Median Sales Price	DOM	No Sales
2018	\$78,400	\$75,000	728	35
2019	\$150,923	\$75,000	407	33
2020	\$102,754	\$80,000	319	111
2021	\$154,645	\$95,000	375	79

	Average List	Median List	DOM	Listings
Active	\$329,672	\$199,150	130	22

**Supply:**

Overall, the supply of waterfront properties in the Seeley chain of lakes is relatively limited. Historically, at any given time there are very few listings. There are zero listings in the Seeley chain of Lake area with navigable waterfront currently.

### Subject Marketability:

Overall, the marketability of the subject properties would be considered good. There simply are very few listings of either vacant land or single-family residential land with frontage water in the Seeley chain of lakes.

### Population Growth:

	1 mile	3 miles	5 miles
	Population		
2000 Population	8	67	1,185
2010 Population	9	72	1,274
2020 Population	10	85	1,431
2025 Population	11	92	1,524
2000-2010 Annual Rate	1.18%	0.72%	0.73%
2010-2020 Annual Rate	1.03%	1.63%	1.14%
2020-2025 Annual Rate	1.92%	1.60%	1.27%
2020 Male Population	50.0%	51.8%	53.9%
2020 Female Population	50.0%	48.2%	46.1%
2020 Median Age	50.0	52.9	53.3

This is generally a rural area of western Montana. The 2010 population within the five-mile radius is estimated at 1,274 persons. There are some year-round residences in the area but this is mostly a rural/recreational area.

### Average Household Income:

	1 mile	3 miles	5 miles
	Mortgage Income		
2020 Percent of Income for Mortgage	0.0%	0.0%	21.6%
	Median Household Income		
2020 Median Household Income	\$60,000	\$58,687	\$51,444
2025 Median Household Income	\$60,000	\$67,702	\$54,759
2020-2025 Annual Rate	0.00%	2.90%	1.26%
	Average Household Income		
2020 Average Household Income	\$67,274	\$76,502	\$60,287
2025 Average Household Income	\$80,759	\$85,950	\$67,254
2020-2025 Annual Rate	3.72%	2.36%	2.21%
	Per Capita Income		
2020 Per Capita Income	\$32,915	\$35,714	\$27,797
2025 Per Capita Income	\$35,917	\$39,471	\$31,074
2020-2025 Annual Rate	1.76%	2.02%	2.25%

**Household:**

2000 Households	3	32	485
2010 Households	4	38	587
2020 Total Households	5	46	668
2025 Total Households	5	49	713
2000-2010 Annual Rate	2.92%	1.73%	1.93%
2010-2020 Annual Rate	2.20%	1.88%	1.27%
2020-2025 Annual Rate	0.00%	1.27%	1.31%
2020 Average Household Size	2.00	1.83	2.14

## HIGHEST AND BEST USE

The following definition of Highest and Best Use is taken from The Appraisal Institute, "The Dictionary of Real Estate Appraisal, Sixth Edition."

*"1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximal productivity. 2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid (IVS 3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)"*

Previous definitions taken from the Fifth Edition of the Dictionary of Real Estate Appraisal included the following for **highest and best use of land or a site as though vacant** and the definition of **highest and best use of property as improved**.

### AS VACANT:

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

### AS IMPROVED:

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

Implied within this determination of Highest and Best Use is that the result is formed by the appraisers' interpretation of market evidence, e.g., that the use determined from analysis represents an interpretative opinion and not a fact to be found. In appraisal practice, the concept of Highest and Best Use requires the appraiser consider any and all uses to which the property was capable of being adapted.

Consideration must be given to these uses, recognizing the limitations imposed first by governmental regulations such as zoning ordinances, building codes and health standards and secondly, by the attitudes of the typical investors in real property of this type in the area encompassing the subject property.

The land value is based on a premise of the Highest and Best Use of the property as though vacant. There are four tests which are considered in developing an opinion as to the Highest and Best Use of the property. These four tests include an examination of uses that are **physically possible, legally permissible, financially feasible and maximally productive.**

There are five general uses which are considered. These include residential, commercial, industrial, agricultural and recreation. Within the Idaho & Montana markets I have found it more prudent to begin the analysis with legally permissible since this helps refine the analysis quickly and to the point. Based on the latest USPAP seminar, the highest and best use of the real estate

needs to address 4 questions; these are 1.) Physical Use; 2.) Timing of Use; 3.) What is Most Likely Use; and 4.) Who is Most Likely Buyer. For purposes of this appraisal, I believe Physical Use must include both legally permissible and physically possible.

**Legally Possible:**

There is no zoning within the subject immediate neighborhood.

**Physically Possible:**

Each of the lots have direct frontage to Seeley Lake Outlet and that is the basis of the recreational land use. Each lot has legal and physical access. The subject properties have utilities consisting of electrical power and telephone service. There is no natural gas service. The lots have access to drawing lake water or drilled wells although wells are most common.

I spoke with the Missoula County sanitarian who indicated the main issue with a 100 year floodplain revolves around 100 foot setbacks for a septic system. There are also issues with high groundwater which is prevalent in the immediate area.

- Legal septic systems may be replaced but the replacement drain field requires a permit and the system may need to be an elevated sand mound or incorporate advanced treatment depending upon its proximity to groundwater/floodplain.
- A replacement system is allowed for a failing but otherwise legal septic system, however, no new or increased use would be allowed for a lot that cannot locate a drain field and replacement area in a location that meets all setbacks.
- If a proposed septic system is for new or increased use is in a potential area of high groundwater, groundwater monitoring would likely be required.

Sale No	Acres	Legal Description Lessee	Address	Existing Septic Existing Well	Permit Status	Floodplain
2022	0.861	Lot 9, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	2000 Snowmass Drive	Yes	Permit SP21-0001	Out of designated floodplain
		DPB IV & ASB Buckley Living Trust		Yes	Permit WP19-0107	
2023	1.166	Lot 16, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	1702 Snowmass Drive	No	No	Some hillside out, most in 100 year.
		Linda & Priyanka Fernando		Yes	Permit 2018 079W	
2025	1.166	Lot 17, Seeley Lake Outlet W, COS 5140 Section 4, T16N-R1W	1658 Snowmass Drive	No	No	Most out of designated floodplain
		Courtland & Lydia Perry		Yes	No Permit	
2026	0.806	Lot 18, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	1616 Snowmass Drive	Yes	94-403	Most out of designated floodplain
		Cathy E. Wilson		Yes	No Permit	
2024	1.862	Lot 24, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	298 Shoreline Court	Yes per lessee	No Permit	Mix of 100 year floodplain and out of designated floodplain
		Patrick Hayes		City water	n/a	

The lessee for Lot 16 recently completed some engineering studies relative to the hillside area. The lessee indicated it was unlikely to site a septic system in that location.

**Financial Feasibility:**

Each site can be used for either or both recreational utility and/or residential use. The key points to be discussed in each site appraisal will be the suitability and adaptability for on-site sewer, for

access, for topographic issues including slope, waterfront qualities, lake depth qualities and overall usability.

**Maximal Productivity:**

The maximum productivity of each site will be the ability to incorporate both residential & recreational aspects of land use. Each site supports a single dwelling unit, and each provides water frontage. The Scope of Work clearly indicates each lot is to be considered to have legal and physical access. Each site has power & phone to the lot line, without consideration of how those utilities were brought to the lot line.

The individual appraisals will discuss and detail the maximal productivity of each site based on the physical characteristics of each. In broad categorization, these are all single residential/recreational lots capable of supporting a single dwelling unit with some ancillary buildings such as garage and storage shed. They can support decks and the water frontage will allow for the installation of a dock; unless there is a site-specific reason that would preclude that improvement (none are found with the subject properties).

**Who is the Most Likely Buyer:**

The most likely buyer would be a recreational or possibly full-time user of the property. The subject properties have frontage to Seeley Lake Outlet and that is the driving factor in this submarket. The properties have relatively easy access from Montana Highway 83 which is situated directly east of Seeley Lake Outlet. For purposes of highest and best use the primary expectation is for an integrated highest and best use between residential and recreational.

## THE APPRAISAL PROCESS

The appraisal process is an orderly procedure wherein the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value requested.

There are three traditional approaches utilized by the appraisal professional which render a preliminary indication of value. They are generally referred to as the Cost Approach, the Income Approach, and the Sales Comparison Approach.

The ***Cost Approach*** is an estimation of the value of the land, as if vacant, by market comparisons, and then the depreciated or contributory value of the improvements is added. The ***Income Capitalization Approach*** produces a value indication by capitalizing the net income or earnings power of the property by a rate reflected by market transactions or behaviors. The ***Sales Comparison Approach*** is a technique that produces an indication of value by a direct comparison of similar property types that have recently sold to the subject property; appropriate adjustments made when and where necessary.

The three approaches to value do not necessarily apply to all types of property as the appraiser must decide whether a particular approach is applicable in each instance. The key to this decision is whether or not the approach is practical as a yardstick of market performance or merely a theoretical application.

These observations are particularly pertinent in the appraisal of properties in transition to a higher and better use as well as special use properties where value-in-use is more applicable than market value.

The individual appraisals of the sites are based on the overall value of the property as well as segregated values for the underlying land and non-state-owned structural and site improvements. In this instance the income approach is not something that would allow for a reliable and credible opinion of current market value. In addition, the overall age of the structural improvements as well as the value of the underlying land makes the cost approach unreliable and non-credible.

## SALES COMPARISON APPROACH

A definition of this approach taken from the "The Dictionary of Real Estate Appraisal, Sixth Edition" published by The Appraisal Institute has shown the following:

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

Under standard application of this approach, generally the comparable sales are reviewed in terms of physical similarities or dissimilarities, market condition differences, terms of sale, motivation factors involved, etc. When sufficient data is available, the approach takes on added dimension or credence. When there are very few comparable sales with only a relative degree of similarity, the approach is considered to be less applicable and therefore less reliable as an indication of value for the subject property.

As noted in the Fourteenth Edition of "The Appraisal of Real Estate" published by The Appraisal Institute dated 2013, the following is the identified systematic procedure employed within this technique:

- "1. *Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. Information on agreements of sale, options, listings and bona fide offers may be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.*
- 2 *Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the property such as buyer motivation, economic characteristics (if the property is income-producing), value component allocations, and other significant factors such as information about the market to ensure that comparisons are credible.*
- 3 *Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit. The appraiser's goal is to define and identify a unit of comparison that explains market behavior.*
- 4 *Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.*
- 5 *Reconcile the various value indications produced from the analysis of comparables to a value conclusion. A value opinion can be expressed as a single point estimate, as a range of values, or in terms of a relations (e.g. more or less than a given amount).*

In terms of direct comparison, there are ten basic elements that should be factored into the technique. These consist of:

1. *Real property rights conveyed*
2. *Financing terms (i.e., cash equivalency)*
3. *Conditions of sale (i.e. motivation)*
4. *Expenditures made immediately after purchase*
5. *Market conditions (i.e., time)*
6. *Location*
7. *Physical characteristics (e.g., size, soils, access, construction quality, condition)*
8. *Economic characteristics (e.g., expense ratios, lease provisions, management, tenant mix)*
9. *Use (e.g., zoning, water and riparian rights, environmental, building codes, flood zones)*
10. *Non-realty components of value (e.g., business value, chattel, franchises, trademarks)*

The sales comparison approach is reflective of the basic principles of Anticipation, Balance, Change, Competition, Contribution, Externalities, Opportunity Costs, Substitution, and Supply/Demand. The essence of comparison is direct similarity and that focuses on similarity of highest and best use and then physical characteristics.

***Property Rights Conveyed:*** The sales represent a fee simple conveyance where the transactions do not reflect unusual limitations to the private property rights associated with real estate ownership. The sales typically include utility easements where the easement is along a boundary line. There are no sales where an adjustment for property rights conveyed is necessary.

***Financing Terms:*** The definition of market value requires the conclusion to represent a cash sale price *or its' equivalent*. There are many interpretations of what constitutes a cash sale but emphasis should be on cash equivalency. In simple terms, have financing conditions affected the price paid? If the terms did not influence price, then the sale is regarded as cash equivalent. There are times a seller does not nor would they accept a full cash sale due to tax consequences. As such, the fact the property sold on contract is not a significant element to price paid as long as the terms of the contract sale did not influence the price paid. In full review of the sales, I have found no transaction to require a cash equivalent adjustment. Where terms are questionable, I will discuss the possible affect within that particular analysis.

In more conventional lending for non-waterfront residential property, the site value typically represents 25% to 35% of the total purchase price. In lakefront property sales (improved), the site value component is more typically greater than 50% of the sales price. Lenders have indicated this causes some challenge because of secondary market restrictions. Again, this is an issue of individual buyer/lender relationships and how mortgage funds are made available, at what rates, terms, etc. From my research into the recreational lakefront market, this is not an issue that creates a value impact outside the market condition issues that will be discussed in another section of this report.

***Conditions of Sale:*** This relates to the motivational influences of each sale. Specific to discussion are sales that had been influenced by an atypical condition reflected by either the seller or the buyer. Such examples are classified as either a distressed sale where the seller was required to sell because of unusual circumstances.

Most of these examples are lender sales shown as a “short sale” or an “REO” (Real Estate Owned) which is most often where a bank received the property back from the borrower under a deed-in-lieu-of-foreclosure. The bank then puts the property on the market as an REO. There are motivational issues typically influencing the listing price and that results in a lower-than-market sale price. There are no sales included within the analysis that have an impact from conditions of sale.

**Market Conditions (Time of Sale):** This measurement reflects the change in price levels over time. A sale/resale of this type of property is the best determination of a time of sale adjustment. This is because there are quality and location issues that cannot be quantified when looking at paired sales. Interviews with broker, agents and other market participants, has brought forth a consensus there has been some market conditions adjustment in this market over the past one to two years. Most local real estate agents and brokers I interviewed indicated the market is steady to slightly improving.

I searched the Seeley Chain of Lakes market for sale/resales of lakefront properties, however, nothing was uncovered. Therefore, I searched the MLS for sale/resales of single-family residential properties as well as the sale/resales of vacant land. The single-family residential properties were inclusive of market conditions only; no significant remodels or additions were completed between the two sales. There were several sales of single-family residences in the Seeley Lake market that had higher prices as a result of remodels or additions. However, none of those sales were included. This first tabulation outlines generally older sales occurring between 2015 and 2018.

Sale	Date New Price	Sale	Date Old Price	Months	Mo. Compound
122 Lemar	01/26/18 \$282,000	122 Lemar	12/02/16 \$284,500	14	-0.06%
140 Grandview	11/09/18 \$265,000	140 Grandview	12/28/16 \$247,500	22	0.31%
191 Buckskin	01/23/18 \$233,000	191 Buckskin	12/17/15 \$191,000	25	0.79%
240 Dunham	10/18/16 \$345,000	240 Dunham	08/13/15 \$325,000	14	0.42%
601 Morrell Creek	09/28/17 \$250,000	601 Morrell Creek	08/09/15 \$237,000	26	0.21%
960 Whitetail	08/13/18 \$315,000	960 Whitetail	10/17/16 \$265,000	22	0.79%
1956 Snowmass	08/24/18 \$260,000	1956 Snowmass	06/11/15 \$250,000	38	0.10%

This first tabulation outlines a slightly older analysis generally between 2015/2016 and into the end of 2018. The tabulation noted above outlines seven separate sales. The sale located at 1956

Snowmass was a leasehold sale where the underlying land was owned by DNRC. For the most part, there have been increases in market conditions from roughly mid-2015 to late 2018. Only the sale/resale at 122 Lemar had a lower price in 2018 versus 2016. This property was originally listed at higher prices but no sale resulted.

The tabulation noted below represents more recent sales mostly closing in 2020 and 2021. There is a somewhat wide variation in monthly compound adjustments but, for the most part there has been an increase in pricing especially into 2021. 2871 Highway 83 and 2875 Highway 83 are both upper end or trophy style properties that showed a significant increase between 2017/2018 into 2020 and 2021. These two sales had a monthly compound adjustments ranging from 1.05% to 1.15%.

Sale	Date New Price	Sale	Date Old Price	Months	Monthly Compound
626 Jupiter	03/09/20 \$85,000	626 Jupiter	07/12/16 \$52,000	44	1.13%
572 Summit	04/29/20 \$142,000	572 Summit	08/11/11 \$99,000	105	0.35%
577 Sourdough	09/08/20 \$210,000	577 Sourdough	07/27/18 \$171,000	25	0.81%
209 Overland	01/31/20 \$259,000	209 Overland	09/25/17 \$185,000	28	1.20%
1966 Airport	04/09/21 \$325,000	1966 Airport	10/16/20 \$250,000	6	4.67%
822 Frontier	06/30/20 \$262,000	822 Frontier	08/31/16 \$222,000	46	0.36%
336 Evergreen	08/25/20 \$270,000	336 Evergreen	11/29/19 \$250,000	9	0.87%
482 Riverview	10/01/20 \$310,000	482 Riverview	11/01/16 \$225,000	47	0.68%
189 Timberline	08/07/20 \$340,000	189 Timberline	05/14/19 \$295,000	15	0.96%
472 Timberline	09/29/20 \$347,000	472 Timberline	11/30/18 \$294,500	22	0.75%
287 Grayling	08/20/20 \$325,000	287 Grayling	04/20/15 \$237,900	64	0.49%
300 Moose	09/02/20 \$339,500	300 Moose	08/11/14 \$219,000	73	0.60%
240 Dunham	06/01/20 \$399,000	240 Dunham	10/19/16 \$345,000	43	0.34%
740 Overland	09/30/20 \$429,000	740 Overland	10/01/16 \$330,000	48	0.55%
2871 Highway 83	01/08/21 \$1,085,000	2871 Highway	07/31/18 \$775,000	29	1.15%
2875 Highway 83	08/23/20 \$895,000	2875 Highway	08/28/17 \$615,000	36	1.05%
2393 Highway 83	05/12/21 \$1,420,000	2393 Highway	07/14/18 \$999,000	34	1.04%

The other interesting analysis is based upon 2393 Highway 83 which is the only lakefront property uncovered. This is not an actual sale in 2018 but an expired listing at \$999,000 that never resulted in a sale. That property was remarketed and closed in May 2021 at a price of \$1,420,000. That produces a monthly compound adjustment between summer of 2018 in spring of 2021 at 1.04%, monthly compound adjustment.

The tabulation below outlines for sales of single-family residences located in closer proximity to the community of Seeley Lake. The sales occurred between mid-2020 and June 2022. This shows a significant increase in market conditions over the past 18 to 24 months. The sale on 120 Cougar did have some updates and the sale at 2072 Airport had a new furnace and AC installed between the two sale dates. However, the majority of the appreciation is through market conditions and not through improvements to the existing single-family residences.

<b>Sale</b>	<b>Date New Price</b>	<b>Sale</b>	<b>Date Old Price</b>	<b>Months</b>	<b>Monthly Compound</b>
120 Cougar	11/10/21 \$360,000	120 Cougar	12/11/20 \$229,000	11	4.21%
288 Chippewa	09/24/21 \$665,000	288 Chippewa	08/20/20 \$465,000	13	2.76%
1966 Airport	04/09/21 \$325,000	1966 Airport	10/16/20 \$250,000	6	4.67%
2072 Airport	06/10/22 \$639,000	2072 Airport	08/30/21 \$430,000	9	4.33%

The tabulation below outlines a number of sale/resales of vacant land over the same timeframe noted above. These sales generally show a significant increase in market conditions ranging from 1.05%, monthly compound adjustment to an upper end of 9.66% monthly compound adjustment. The upper end of the range is set by 275 Buckskin which had an increase over and only six month timeframe from \$60,700-\$109,000.

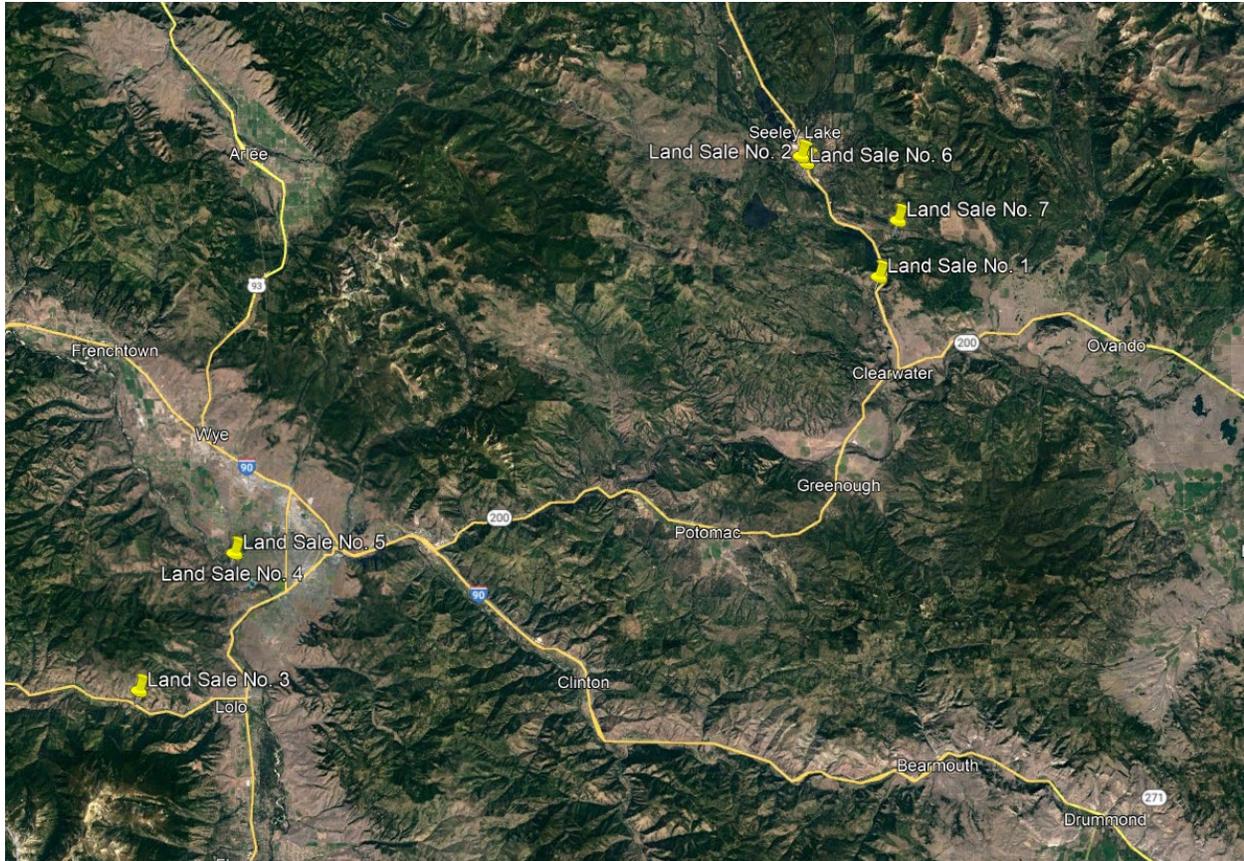
Sale	Date New Price	Sale	Date Old Price	Months	Monthly Compound
151 Drew Creek	07/23/21 \$297,000	151 Drew Creek	08/13/20 \$198,500	11	3.63%
185 Silvertip	09/02/21 \$95,000	185 Silvertip	10/05/20 \$84,000	11	1.13%
207 Silvertip	02/24/22 \$93,000	207 Silvertip	05/04/21 \$84,000	10	1.05%
255 Grizzly	09/20/21 \$129,000	255 Grizzly	11/18/20 \$55,000	10	8.84%
275 Buckskin	08/31/21 \$109,000	275 Buckskin	02/19/21 \$60,700	6	9.66%
292 Seclusion	06/01/22 \$125,000	292 Seclusion	01/31/22 \$90,500	4	8.46%
333 Fawn	06/15/22 \$145,000	333 Fawn	05/15/20 \$45,000	25	4.79%
451 Crimpson Peak	07/15/22 \$200,000	451 Crimpson Peak	10/16/20 \$100,000	21	3.37%
781 Stagecoach	12/18/20 \$67,500	781 Stagecoach	02/12/20 \$46,000	10	3.83%
Lot 6 Frontier	05/03/22 \$200,500	Lot 6 Frontier	12/27/19 \$97,000	28	2.61%

Overall, there is most certainly a monthly compound adjustment given the date of sales noted within both analysis. More recent market conditions indications are significant and much higher than historical rates even a few years ago. Given the location in proximity to Seeley Lake and access to Seeley Lake via boat, emphasis is to a 2.0% monthly compound adjustment.

***Location:***

The subject properties are considered somewhat of a submarket within the Seeley Lake area. The subject properties are situated on the outlet of Seeley Lake which is also the Clearwater River. These properties represent a mixture of level to slightly sloping areas depending on location and fairly slow moving waterfrontages.

The sales data was taken from two general locations. The first is the area between Seeley Lake and Clearwater Junction. The second grouping of sales is Sale No. 3, Sale No. 4 and Sale No. 5. The sales are located on the westerly side of Lolo, Montana and the westerly side of Missoula, Montana. The sales located in proximity to Lolo and Missoula were included because of the high groundwater concentrations, floodplain considerations and general lack of development found with some of the subject properties.



***Road Access:***

In verifying sales with brokers servicing the Seeley and Clearwater area, it was suggested that year-round vehicular access was superior to seasonal access based on many buyers wanting to recreate during all seasons. Each of these properties has frontage to a county maintained roadway and are plowed year-round. Overall, there is a reasonable comparability between the subject and sales but there are some differences that would be accounted for.

One other issue under road access is the impact of servient easements on individual subject properties. This type of easement is very common within similar type markets along lake frontage is in Western Montana. Depending on overall topography it can be necessary for this type of physical access to lakefront lots. The issue of a servient easement (if any) is taken into account within the final reconciliation of the underlying land value. Given the limited amount of traffic and fact this is entirely common, there is no significant impact to any of the subject properties.

***Topography*** is fully define as site usability. That term involves much more than the lot being suitable for a single dwelling unit given ***slope characteristics*** that affect cost of developing a site for roads (driveway), excavation & foundation work as well as wetland issues, bedrock issues, heavy tree cover, etc. That is all part of the discussion of topography.

A buildable site can have difficult access from existing road-to-building site but the actual building site can be level-to-gently sloping with good gradual-sloping shoreline. Conversely, a site can have reasonably level driveway access off the primary access road to the building site but then the site can reflect an elevated building lot that makes access to the lake/shoreline challenging. The latter characteristics is given some additional emphasis when that lakeshore access requires costly construction of stairs. Overall, the individual subject properties vary slightly in terms of topography. Mostly, the subject properties have a generally level or slightly sloping topography.

***Shoreline Characteristics (Actual shoreline qualities & Lake Depth)*** are an integral part of topography and these two issues were researched to determine if the market provided any quantifiable data to separate that analysis from the general discussion of site topography.

Discussion with local real estate brokers indicated the lake depth element was more of a personal preference and emotion that is somehow factored into the purchase decision-matrix. In other words, some buyers prefer shallow sandy lake bottom, even if very shallow, because it allows wading and swimming in low water elevations. Others prefer to have deep water access for boating activities. Unless the lake bottom depth is really shallow and creates expensive dock issues (long span), lake bottom is less a value issue and more a simple personal preference element.

For the most part, the subject properties have frontage to the Clearwater River which is also referred to as the outlet. This area generally has slower moving water and marshy areas requiring a long pier or gangway.

#### ***Size Adjustment:***

The next issue of significance relates to a size adjustment. Theory holds that a smaller parcel should sell for a higher unit price (in this case, a higher front foot value) and conversely a larger tract should sell for a lower unit price. The sales that compare better for size are emphasized in each instance. It is somewhat difficult to extract and an adjustment for size. Most of the subject properties have a fairly typical waterfront size.

#### ***Utilities:***

The utilities adjustment is based on the cost to extend utilities or a matched pairs analysis showing a similar site with utilities vs. a site without those utility services. For the most part, the individual sales have similar utilities or availability of utilities.

No other adjustments have been factored into the grid analysis that will be used for comparative analysis reflecting the sales to the individual subject properties. The reader should be aware there is seldom a direct uniformity of opinion expressed from sellers, buyers, brokers and

appraisers with regard to how each of these factors is or has been incorporated into the price that was paid. Simply, there is no absolute measurement that is accurate 100% of the time. Personal preferences & perceptions are often greatly affected by the choices (number of properties available for sale, at the time the buyer wants to buy). As such, the variability in market price can be measured reasonably but never to an absolute degree or dollar amount.

### Price Per Square Foot Analysis:

I have included the column for lot size as a per sq.ft. indication for both size and price paid. With very little effort, it becomes quite apparent the lot size does not seem to correlate with price paid. There is a lack of consistency in the mathematical analysis using this unit of measure. More importantly, the market does not discuss value using this unit measure. For these reasons, the analysis will not address the use of a price paid per sq.ft. nor will the individual appraisals utilize this unit of measure in providing an opinion of market value.

### Price Per Site Valuation:

	Land Sale #1	Land Sale #2	Land Sale #3	Land Sale #4	Land Sale #5	Land Sale #6	Land Sale #7
Address/Sale Price	Lot 12 River Watch Trail <b>\$104,900</b>	520 Overland <b>\$175,000</b>	US Highway 12, just W of Chickman Lane <b>\$29,900</b>	4800 Bitterroot <b>\$51,675</b>	4820 Bitterroot Drive <b>\$55,000</b>	430 Wagon Wheel <b>\$125,000</b>	Emerald Lake Loop <b>\$250,000</b>
Price Acre	\$42,816	\$125,899	\$40,405	\$82,024	\$59,140	\$71,023	\$89,928
Per SF	\$0.98	\$2.89	\$0.93	\$1.88	\$1.36	\$1.63	\$2.06
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms	Cash	Cash	Cash	Cash	Cash	Cash	Cash
Conditions of Sale	Market	Market	Market	Market	Market	Market	Market
Expenditures Made Immediate to Sale	None	None	None	None	None	None	None
<b>Adjustments:</b>							
Location	South of Salmon Lake, Black Lake frontage	South of Seeley Lake Clearwater River frontage.	W of Lolo	W of Missoula	W of Missoula	South of Seeley Lake Clearwater River frontage.	NW corner of Emerald Lake
Size (SF)	106,722	60,548	32,234	27,443	40,511	76,666	121,097
Size (Ac)	2.45	1.39	0.74	0.63	0.93	1.76	2.78
FF	315.56	236.82	305.00	None	None	260.00	181.69 Usable
Access	County/gravel	County/gravel	US Highway	County asphalt	County asphalt	County/gravel	County/gravel
Topography	Sloping	Mostly level.	Level	Level	Level	Mostly level.	Slight slope toward the lake frontage.
Utilities	Telephone, electric.	Telephone, electric.	Telephone, electricity; no septic available.	Telephone, electricity; no septic available.	Telephone, electricity; no septic available.	Telephone, electric.	Telephone, electric.
Zoning/Land Use	None	None	None	Residential.	Residential.	None	None
Vegetation/Tree Cover	Good tree cover.	Good tree cover.	Mix of good tree cover.	Good mix of tree cover.	Good mix of tree cover.	Good tree cover.	Some tree cover
Corner Lot	No	No	No	No	No	No	No
Flood Hazard	None	None	In floodway/floodplain, no potential for development.	In 100 year floodplain with no potential for development.	In 100 year floodplain with no potential for development.	None	None
Common Area	Yes	Yes	None	None	None	Yes	None
Improvements	None	None	None	None	None	None	None

As discussed earlier, the use of a unit of value measurement should be cross-checked for reasonableness. In simple terms, an analyst can present evidence of extracted adjustments for a variety of physical dissimilarities and be thoroughly convinced the results are exactly as market participants have reacted.

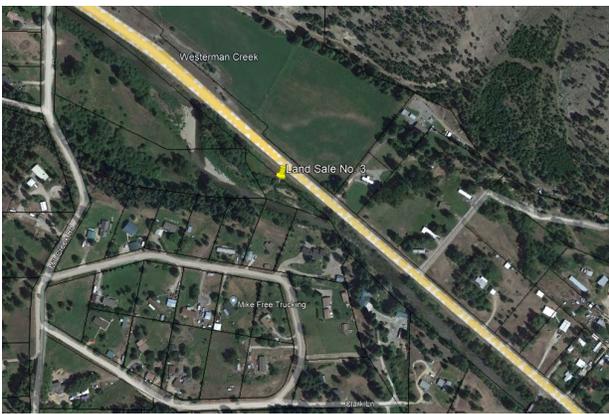
Sometimes the cumulative impacts of those adjustments results in an unrealistic and unsupportable conclusion because the extracted adjustments have, individually, accounted for some other variable(s). For recreational lake front property, the entire concept of size (per front foot variation) cannot be entirely severed from topographical variability, shoreline characteristics and lake depth qualities. With the science & art of real property valuation being both interpretive and analytical, if the market being analyzed is inconsistent and/or highly subjective in standards of measurement, the interpretive portion becomes more important and the science or analytical part of appraising is less quantifiable.



Land Sale No. 1



Land Sale No. 2



Land Sale No. 3



Land Sale No. 4



Land Sale No. 5



Land Sale No. 6



Land Sale No. 7



## Sales Comparison Approach - Improved Property:

Sale #	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	Sale No. 5
Address/Location	640 Grayling Drive	120 Cougar	1091 Tamarack	152 Chipmonk	122 Pyramid Loop
Sale/List Price	\$300,000	\$360,000	\$395,000	\$424,500	\$525,000
Overall \$/SF	\$259.74	\$360.72	\$628.98	\$405.83	\$976.37
Improvement Only \$/SF	\$173.16	\$275.55	\$493.63	\$324.57	\$167.91
Original List Price	\$300,000	\$359,800	\$389,000	\$459,900	\$549,000
DOM	30	142	90	100	90
Date of Sale	8/6/2021	11/10/2021	5/25/2018	10/29/2021	11/30/2021
Concessions	None	None	None	None	None
Site (FF)	n/a	n/a	n/a	n/a	n/a
Site Value	\$100,000	\$85,000	\$85,000	\$85,000	\$100,000
Quality	Average	Average	Average	Average	Good
Design	Wood frame	Wood frame	Wood frame	Wood frame	Wood frame
Year Built	1982	1979	1992	1977	2008
Effective Age	18	18	12	15	10
Bathrooms	1.0	1.0	1.0	1	3
Above Grade SF	1,155	998	628	1,046	2,048
Below Grade SF	0	0	0	0	1,024
Below Grade Finish	0	0	0	0	1,024
Fireplaces	1	1	0	1	1
Deck/Porch/Patio(s)	60	234	390	409	591
Garage (SF)	672	0	840	1,020	0
Other Living Area	0	0	0	0	0
Outbuildings	0	96	0	128	0
Dock (SF)	0	0	0	0	0
Boathouse (SF)	0	0	0	0	0
Site Utilities	Elec., phone, sewer, well	Elec., phone, city water/septic	Elec., phone, city water/septic	Elec., phone, city water/septic	Elec., phone, sewer, water
Onsite Improvements	Landscaping, driveway	Landscaping, driveway	Landscaping, paved drive, UGS, 50 Amp pedestal	Landscaping, paved drive, UGS, 50 Amp pedestal	Driveway
Offsite Improvements	County road access	County road access	County road access	County road access	County road access

The improved sales for this analysis have been outlined with the sales write-ups included below. These detail the particulars of each transaction as well as providing photographs, maps & deeds. The MLS data has provided interior photographs of the sales & listings which is invaluable in gaining a proper understanding of both quality features as well as support of the broker confirmations regarding condition of the property.



Improved Sale No. 1



Improved Sale No. 2



Improved Sale No. 3

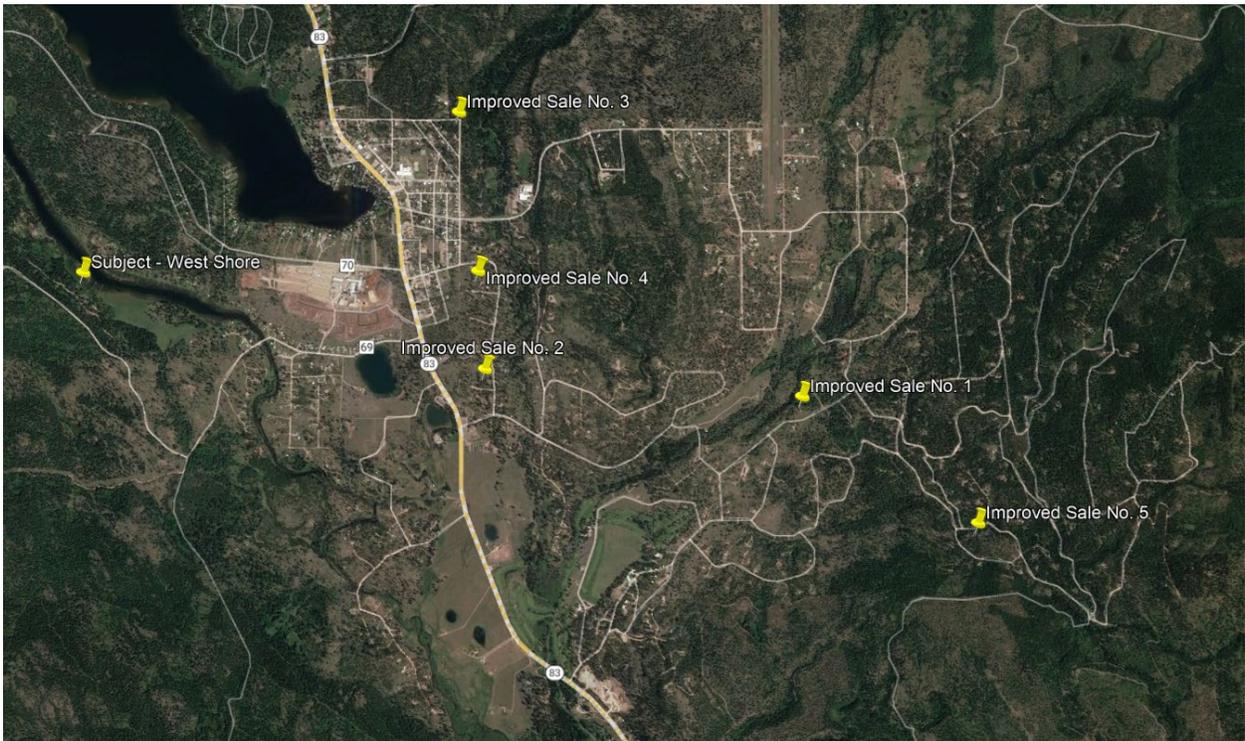
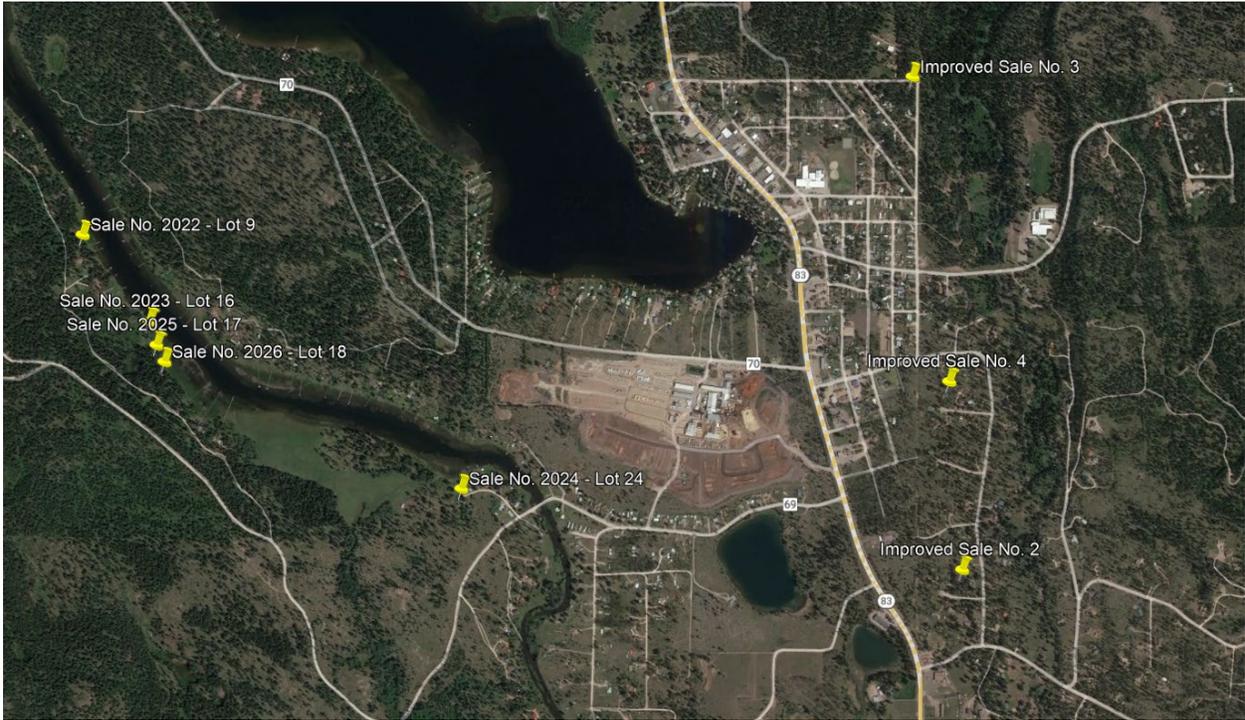


Improved Sale No. 4



Improved Sale No. 5

**Location Map:**



The sales data was gleaned from areas in and around the community of Seeley Lake which is located to the north of the subject property. No similar type sales were uncovered in locations along the Outlet of Seeley Lake in closer proximity to the subject properties. Overall, there is a reasonable comparability from the sales. It is considered a reasonably similar market and most buyers would consider properties from Clearwater Junction to areas north of Seeley Lake.

**Adjustment Process:**

For the adjustment process, the emphasis for quality will be related to replacement cost which acknowledges market participants, as knowledgeable buyers or sellers, would be aware of quality-and-cost correlations. Condition is based on observed condition of the subject property through inspection whereas the sale properties were verified as to condition through broker verification and through review of the interior photographs of the sales that are part of the MLS data. To some extent, the condition of the property is also observed by the personal inspection of the exterior of the sale. This combination of sources is the basis of direct comparison of property condition (sale to subject).

The adjustment process employed for site value differences has been accomplished through my personal analysis of each of the sales which was formed through a land residual analysis as well as a valuation of the underlying site with the site value deducted from sales price to compare to the RCNLD of each sale.

The adjustment employed is the subject site value less the sale site value (conversely, if the sale has a higher site value, a negative adjustment will be shown).

For building size, above grade, an adjustment will be made on the basis of the subject quality rating with differences between the subject quality and the sale quality having already been handled in the quality adjustment. For size, the subject quality will establish the base adjustment using a price per sq.ft. For example, an average quality rating for the subject will result in the use of \$75/SF that is applied to the difference in above grade size. The extraction of this adjustment was accomplished through analysis. The table below is a summary of the adjustment process used for quality differences.

Above Grade SF	
Fair/Rustic	\$50
Average	\$75
Good	\$100
Very Good	\$175
Excellent	\$210

Below grade adjustments were made on the basis of two specific line items. One is for the actual size of the basement or lower level, regardless of finish. So, if a property has a 1,000 sq.ft. of basement space, there will be an adjustment for a conventional basement vs. an adjustment for a daylight walk-out lower level. There is a cost differential between those two types of construction so an adjustment should reflect those issues. Since almost all of the lower level adjustments will reflect a daylight walk-out space, the base cost is adjusted at \$35/SF.

The second part of the lower level adjustment is a comparison of finished area which incorporates quality. When a lower level is at an obviously lower quality than its above grade space, the individual appraisal will account for that fact in this process. At the same time, it should be understood that lower level space is less costly than above grade space, even if they are the same quality. The lower level space does not require a roof component and there is often a least one side with no window and/or frame construction and there is generally not a kitchen of the main floor size & quality. Further, the above grade area typically has vaulted ceilings or higher ceilings than the lower level so cost is, again, lower than main floor (above grade) space.

The table below reflects the adjustment numbers used for the various quality levels for lower level space.

Below Grade Finish	
Fair Rustic	\$5.00
Average	\$25.00
Good	\$45.00
Very Good	\$75.00
Excellent	\$125.00

Adjustments for fireplace & wood stove are generally based on RCNLD of this feature. Some fireplace value is simply part of the overall quality of the property but the variation between 1 fireplace and 2 fireplaces is held to be something less than RCNLD. I have adjusted fireplaces at \$5,000 to \$10,000 depending on the quality of the fireplaces. For an average quality cabin, a fireplace will contribute an estimated \$5,000 so the variation between subject and sale is adjusted on that dollar amount. For very good to excellent quality, the adjustment for fireplace is \$10,000. For good quality, the adjustment is \$7,500. For a wood stove, the adjustment is \$2,500 to \$3,500 depending on the quality of the wood stove. Some are parlor stoves with little ornamentation while others have masonry backdrops & hearth so some quality variation should be accommodated.

For Other Living Area, this is typically represented as a detached cabin, bunkhouse, area over a garage, etc. It is not considered part of the main home or cabin. As with the main cabin, quality is a very important variable. For Other Living Area, I will adjust on the basis of quality which is shown in the table below but also recognizes a critical point of what the Other Living Area reflects as to overall qualities and the structure itself.

Other Living Area	
Fair/Rustic	\$25
Average	\$45
Good	\$55
Very Good	\$75
Excellent	\$100

Decks will be adjusted using a factor of \$20/SF with some variation done when the deck/patio area contains plain concrete pad area. Where a patio is rock or brick and of a certain quality, that area will be the same as the open deck adjustment. Where a deck is covered, depending on the quality of that cover, the adjustment will be higher. If it is a covered deck but not a fully

enclosed screened in porch, I will use \$30/SF depending on the quality of the deck and the roof structure. For a fully enclosed screened in porch, I will use \$35/SF for Average & Good quality while Very Good and Excellent quality will use \$50/SF.

For dock space, the replacement cost new is \$30/SF. The adjustment for dock size will be done on that same basis of \$30/SF although variations in physical depreciation due to shorter life expectancy may need to be accommodated on a case-by-case basis.

For garage space, the adjustment will represent the various quality levels. The adjustments reflect an attached garage although I have not been able to extract market evidence that a detached garage has any different contribution we know a detached garage costs more to build than an attached garage.

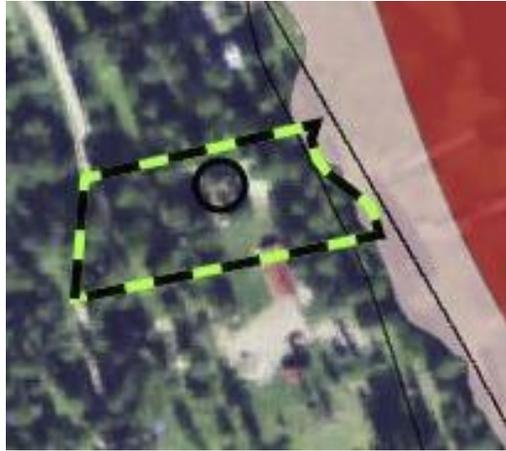
Garage	
Fair/Rustic	\$30.00
Average	\$40.00
Good	\$50.00
Very Good	\$60.00
Excellent	\$75.00

Boathouse adjustment will be done on the equivalent quality rating & unit cost as shown above for the garage adjustment. This is consistent with the function of the space. It should be noted that many boathouse improvements fit closest to the fair/rustic category and regardless of condition, the boathouse improvement is viewed as a valuable addition to a lake front property; regardless of condition.

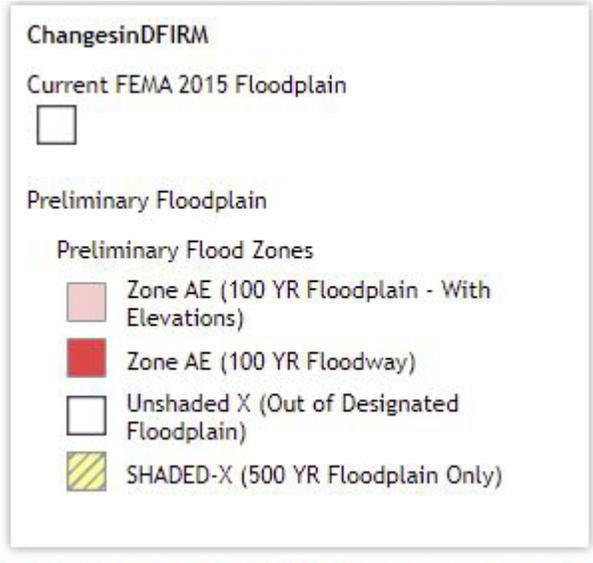
**DNRC Sale No. 2022, West Lot No. 9:**

Land Description	
Land GEO Code	04-2540-04-3-01-17-0000
Improvement GEO Code	04-2540-04-3-01-17-0099
Physical Address	2000 Snowmass Drive
Utility	Residential/Recreational
Soil Conditions	Typical
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.
Street Improvements	Gravel/dirt improved roadway across DNRC, State of Montana lands.
Size Acres	0.861

Size S.F.	37,505
Waterfront (Straight Across)	150.00
Waterfront Plat Dimension	150.68
Average Lot Depth	297.00
Corner Lot	No
Common Areas	None
Irrigation	None
Vegetation/Tree Cover	Good mix
Water Resource	Clearwater River
Road to Building Site Topography	Slight slope
Shore to Building Site Topography	Slight slope
Shoreline Topography	Gentle slope to level
Lake Depth	Shallow; 4' at end of dock
Overall Topography	Slight slope
Access	Property has physical and legal access.
Road Frontage	Private dirt driveway off Snowmass Drive
Utilities	Electric, well, private septic
Shape	Irregular
Zoning	None
Flood Hazard	The shoreline frontage is subject to seasonal fluctuation in water depth. The building site, as well as the majority of the property is not in the floodplain based on information available.



Flood Hazard Photo



Visibility	Visible to neighboring cabin sites on the west shore and cabin sites across the river on the east shore.
Viewshed	Clearwater River and neighboring cabin site on both sides of the river as well as views of mountains.
Wetlands	Entire shoreline is covered in marshy wetlands.
Environmental Issues	None known
Easements/Encroachments	None noted
Offsite Improvements	Improved dirt road; Snowmass Drive
Onsite Improvements	Outhouse, storage shed, woodshed, dock and concrete block firepit.
Date of Value	7/8/22

Legal Description

C.O.S. 5140, PARCEL 9, SEELEY LAKE OUTLET  
W STATE LEASE NO 3061132

DNRC Sale Number

2022

**Improvement Description:**

**Improvement Description**

Number of Units	1
Number Stories	1.5
Type the	Detached
Quality	Average
Year Built	1981
Condition	Average
Design	Conventional
Effective Age	12
Bathrooms	1
Finished Area Above Grade SF	2,363
Basement SF	0
Basement Finish SF	0
Attic	0
Foundation	Wood piers on concrete footings
Exterior Walls	T-111
Roofing	Metal
Specialty Siding Elements	None
Gutters and Downspout	None
Window Type	Vinyl
Window Screens	Yes
Fireplace	0

Woodstove	1
Refrigerator	Yes
Range/Oven	Yes
Microwave	Yes
Washer/Dryer	No
Disposal	No
Room Count Total	8
Above Grade Bedrooms	4
Below Grade Bedrooms	0
Above Grade Baths	1
Below Grade Baths	0
Other Interior Living Area	0
Settlement	None noted
Sump Pump	None
Evidence of Infestation	None noted
Dampness	None noted
EBB	Yes
Electric Wall Heaters	No
Forced Air Furnace	No
Cooling System	No
Window Units	No
Central AC	No
Floors	Carpet & engineered
Walls	Wood in kitchen/dining, T&G in bathroom/living and paneling in bedroom and upstairs
Trim/Finish	Wood
Ceiling Finish	T&G in kitchen/dining/living/bathroom, popcorn in downstairs bedrooms, painted sheetrock & particle board in upstairs
Bath Floor	Engineered

Bath Wainscot	Fiberglass
Decks, Porches and Patios S.F	611
Garage S.F	0
Other External Living Area S.F.	0
Outbuildings S. F.	121
Dock S. F.	452
Boathouse S. F.	0
Seawall/Retaining Wall	0

Comments

Current owners purchased the improvements July 2019 for approximately \$215,000 with an agent through MLS. Recent improvements include removal of 16 trees, exterior/interior paint, new exterior/interior lighting, new flooring on main floor and new wood stove. Improvements include a 5x8 woodshed and a 9x9 storage shed, both with wood pier foundations on concrete footings and metal roof. Front entrance has a covered, wood porch. Uncovered, two-level wood deck at back of cabin with built-in seating overlooking the water. Dock has a wood pier leading to a new poly pier. Site has a firepit close to the shoreline. Outhouse has an exterior light, standard, locking door, linoleum flooring and painted walls. Well installed in fall 2021, but not connected to improvement. A pump & line needs to be installed to make it operational. Estimated cost: \$10,000 to finish. There is an existing cistern from creek; not tested or potable?

Kitchen has a four-seated breakfast bar with pine cabinets and a vintage wood cookstove in addition to an electric range/oven. Bathroom has shower insert, no bathtub. Ceiling fans in both downstairs bedrooms. Tile flooring around woodstove in living area. Log railing on stairs and banister on second level.

**Value Indications:**

Land Value	\$200,000
Sales Comparison Approach	\$575,000
Final Opinion of Value - Real Property	\$575,000
Final Opinion of Value - Personal Property	\$375,000
Effective Date	7/8/2022

**Record Owner:**

The property is found to be under the ownership of the State of Montana, DNRC School Trust Land. The site is currently leased. The Lessee is identified below:

— Hall – Widdoss & Company, P.C. —

Lessee: DPB & ASB Buckley.

**Sales History:**

The subject improvements have been under the same family ownership for a period of three years, purchased in July 2019. The current lessee indicated the purchase price in 2019 was \$219,000 for the leasehold estate.

**Location of Property:**

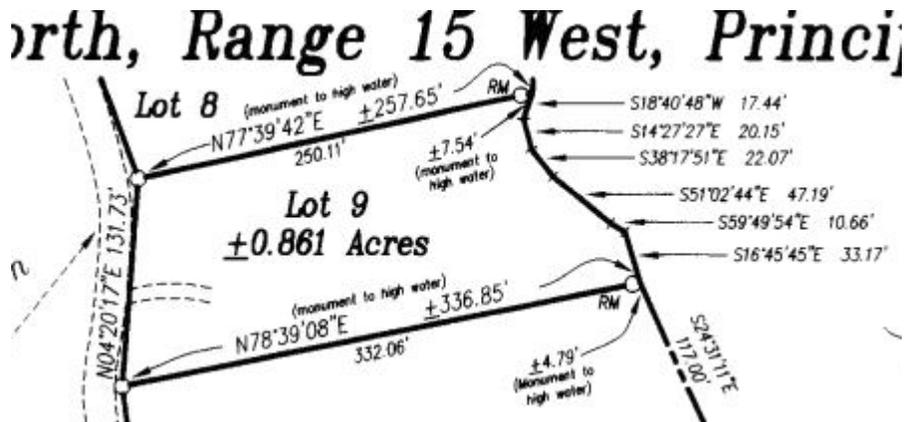
The subject property is situated on the westerly side of Clearwater River outlet from Seeley Lake off of Snowmass Drive.

**Legal Description:**

The site is legally identified through client records as:

*Lot 9, Seeley Lake Outlet W, COS 5140, Section 4, Township 16 N, Range 15 W.*

**Plat Map:**



**Subject Photographs:**



View showing the front or westerly elevation of the subject property.



View showing the rear or westerly elevation of the subject property.



Interior view showing the living room area.



Interior view showing a bedroom.

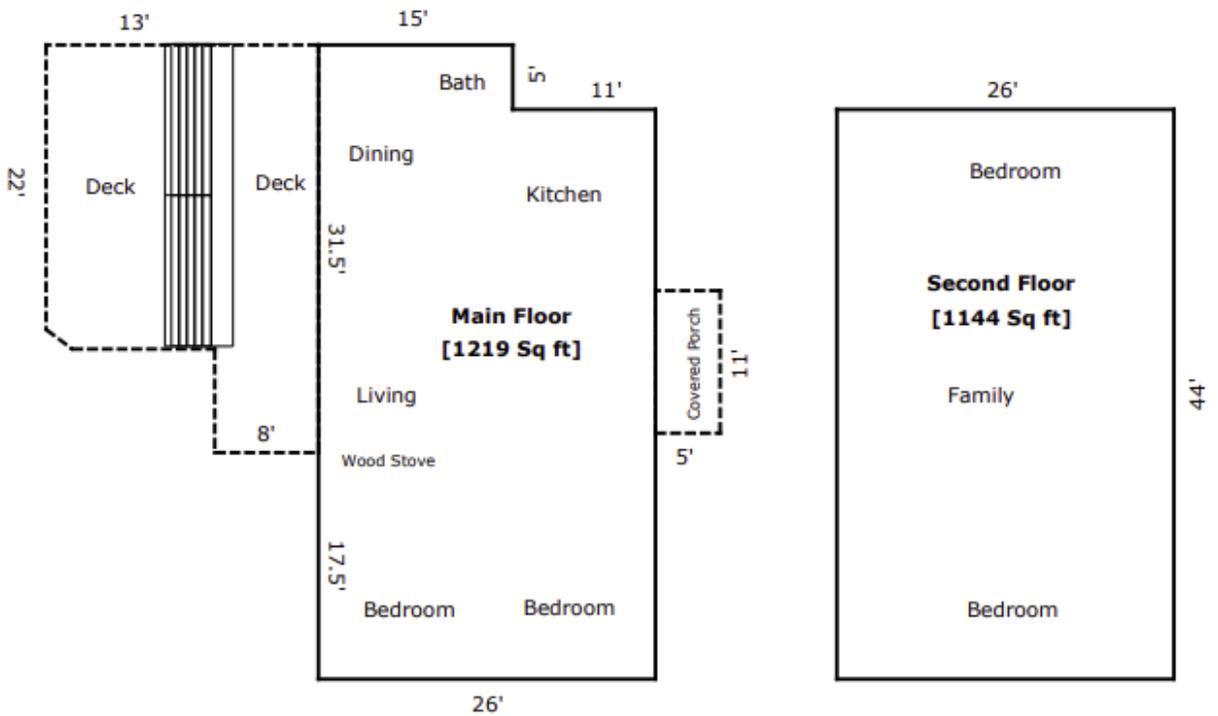


Interior view showing a kitchen area.



Subject water view looking in an easterly direction from the end of the subject dock.

**Building Sketch:**



## Land Value:

Categories	Subject Property	Land Sale #1	Adjustments	Land Sale #2	Adjustments	Land Sale #6	Adjustments
<b>Address/Sale Price</b>	<b>2000 Snowmass Drive</b>	<b>Lot 12 River Watch Trail</b>	<b>\$104,900</b>	<b>520 Overland</b>	<b>\$175,000</b>	<b>430 Wagon Wheel</b>	<b>\$125,000</b>
Price Acre		\$42,816		\$125,899		\$71,023	
Per SF		\$0.98		\$2.89		\$1.63	
Property Rights Conveyed	Fee Simple	Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0
Financing Terms	Cash Equivalent	Cash	\$0	Cash	\$0	Cash	\$0
Conditions of Sale	Market	Market	\$0	Market	\$0	Market	\$0
Expenditures Made Immediate to Sale	None	None	\$0	None		None	\$0
Improvement Value							
Sale Date/Market Conditions	7/8/2022	1/10/2020	\$58,867	3/22/2021	\$45,592	6/26/2020	\$54,741
Time Lapse		30		16		24	
Adjusted Sale Price	N/A		\$163,767		\$220,592		\$179,741
Adjusted Price (\$/Ac)	N/A		\$66,844		\$158,699		\$102,125
<b>Adjustments:</b>							
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.	South of Salmon Lake, Black Lake frontage		South of Seeley Lake Clearwater River frontage.		South of Seeley Lake Clearwater River frontage.	
Size (SF)	37,505	106,722		60,548		76,666	
Size (Ac)	0.86	2.45		1.39		1.76	
FF	150.68	315.56		236.82		260.00	
Access	Property has physical and legal access.	County/gravel		County/gravel		County/gravel	
Topography	Slight slope	Sloping		Mostly level.		Mostly level.	
Utilities	Electric, well, private septic	Telephone, electric.		Telephone, electric.		Telephone, electric.	
Zoning/Land Use	None	None		None		None	
Vegetation/Tree Cover	Good mix	Good tree cover.		Good tree cover.		Good tree cover.	
Corner Lot	No	No		No		No	
Flood Hazard	The shoreline frontage is subject to seasonal fluctuation in water depth. The building site, as well as the majority of the property is not in the floodplain based on information available.	None		None		None	
Improvements	None	Yes		Yes		Yes	
Common Area	None	Yes		Yes		Yes	
<b>Net Adjustments</b>			\$0		\$0		\$0
<b>Indicated Value</b>			\$163,767		\$220,592		\$179,741
<b>Implied Subject Per Acre</b>			\$190,205		\$256,204		\$208,758

## Reconciliation:

The three sales produced adjusted indications ranging from \$163,767 to an upper end of \$220,592. The subject property represents a good quality outlet lot with access to Seeley Lake on the north. There are no floodplain or high groundwater concerns at this location. The final conclusion is estimated at \$200,000.

**Sales Comparison Approach:**

Sale #	Subject		Sale No. 1		Sale No. 2	
Address/Location	2000 Snowmass Drive	640 Grayling Drive	Adjustment		120 Cougar	Adjustment
Sale/List Price	N/A	\$300,000	\$0		\$360,000	\$0
Overall \$/SF	N/A	\$259.74	\$0		\$360.72	\$0
Improvement Only \$/SF	N/A	\$203.46	\$0		\$295.59	\$0
Original List Price	N/A	\$300,000	\$0		\$359,800	\$0
DOM	N/A	30	\$0		142	\$0
Date of Sale	7/8/2022	8/6/2021	\$353,630		11/10/2021	\$404,876
Concessions	N/A	None	\$0		None	\$0
Site (FF)	150.68	n/a	In Site Value		n/a	In Site Value
Site Value	\$200,000	\$100,000	\$100,000		\$85,000	\$115,000
Quality	Average	Average	\$0		Average	\$0
Design	Conventional	Wood frame	\$0		Wood frame	\$0
Year Built	1981	1982	See Eff. Age		1979	See Eff. Age
Effective Age	12	18	\$25,636		18	\$32,182
Bathrooms	1.0	1.0	\$0		1.0	\$0
Above Grade SF	2,363	1,155	\$90,600		998	\$102,375
Below Grade SF	0	0	\$0		0	\$0
Below Grade Finish	0	0	\$0		0	\$0
Fireplaces	0	1	-\$10,000		1	-\$10,000
Deck/Porch/Patio(s)	611	60	\$11,020		234	\$7,540
Garage (SF)	0	672	-\$26,880		0	\$0
Other Living Area	0	0	\$0		0	\$0
Outbuildings	121	0	\$1,210		96	\$250
Dock (SF)	452	0	\$13,560		0	\$13,560
Boathouse (SF)	0	0	\$0		0	\$0
Site Utilities	Electric, well, private septic	Elec., phone, sewer, well	\$0		Elec., phone, city water/septic	\$0
Onsite Improvements	Outhouse, storage shed, woodshed, dock and concrete block firepit.	Landscaping, driveway	\$0		Landscaping, driveway	\$0
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	\$0		County road access	\$0
Total Adjustments			\$205,146			\$260,907
<b>Adjusted Indication-Overall</b>			<b>\$558,776</b>			<b>\$620,907</b>
<b>Adjusted Indication-Improvements Only</b>			<b>\$358,776</b>			<b>\$420,907</b>

Sale #	Subject	Sale No. 3		Sale No. 4	
Address/Location	2000 Snowmass Drive	1091 Tamarack	Adjustment	152 Chipmonk	Adjustment
Sale/List Price	N/A	\$395,000	\$0	\$424,500	\$0
Overall \$/SF	N/A	\$914.35	\$0	\$405.83	\$0
Improvement Only \$/SF	N/A	\$763.89	\$0	\$343.69	\$0
Original List Price	N/A	\$389,000	\$0	\$459,900	\$0
DOM	N/A	90	\$0	100	\$0
Date of Sale	7/8/2022	11/18/2021	\$442,503	10/29/2021	\$0
Concessions	N/A	None	\$0	None	\$0
Site (FF)	150.68	n/a	In Site Value	n/a	In Site Value
Site Value	\$200,000	\$85,000	\$115,000	\$85,000	\$115,000
Quality	Average	Average		Average	Offsets
Design	Conventional	Wood frame	\$0	Wood frame	\$0
Year Built	1981	1992	See Eff. Age	1977	See Eff. Age
Effective Age	12	12	\$0	15	\$19,609
Bathrooms	1.0	1.0	\$0	1	\$0
Above Grade SF	2,363	628	\$130,125	1,046	\$98,775
Below Grade SF	0	0	\$0	0	\$0
Below Grade Finish	0	0	\$0	0	\$0
Fireplaces	0	0	\$0	1	-\$10,000
Deck/Porch/Patio(s)	611	390	\$4,420	409	\$4,040
Garage (SF)	0	840	-\$33,600	1,020	-\$40,800
Other Living Area	0	0	\$0	0	\$0
Outbuildings	121	0	\$1,210	128	-\$70
Dock (SF)	452	0	\$13,560	0	\$13,560
Boathouse (SF)	0	0	\$0	0	\$0
Site Utilities	Electric, well, private septic	Elec., phone, city water/septic	\$0	Elec., phone, city water/septic	\$0
Onsite Improvements	Outhouse, storage shed, woodshed, dock and concrete block firepit.	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	Offsets	County road access	\$0
Total Adjustments			\$230,715		\$200,114
<b>Adjusted Indication-Overall</b>			<b>\$625,715</b>		<b>\$624,614</b>
<b>Adjusted Indication-Improvements Only</b>			<b>\$425,715</b>		<b>\$424,614</b>

Sale #	Subject		Sale No. 5	
Address/Location	2000 Snowmass Drive	122 Pyramid Loop	Adjustment	
Sale/List Price	N/A	\$525,000	\$0	
Overall \$/SF	N/A	\$976.37	\$0	
Improvement Only \$/SF	N/A	\$167.91	\$0	
Original List Price	N/A	\$549,000	\$0	
DOM	N/A	90	\$0	
Date of Sale	7/8/2022	11/30/2021	\$584,692	
Concessions	N/A	None	\$0	
Site (FF)	150.68	n/a	In Site Value	
Site Value	\$200,000	\$100,000	\$100,000	
Quality	Average	Good	\$0	
Design	Conventional	Wood frame	In Quality	
Year Built	1981	2008	See Eff. Age	
Effective Age	12	10	-\$12,505	
Bathrooms	1.0	3	-\$7,500	
Above Grade SF	2,363	2,048	\$23,625	
Below Grade SF	0	1,024	-\$35,840	
Below Grade Finish	0	1,024	-\$25,600	
Fireplaces	0	1	-\$10,000	
Deck/Porch/Patio(s)	611	591	\$400	
Garage (SF)	0	0	\$0	
Other Living Area	0	0	\$0	
Outbuildings	121	0	\$1,210	
Dock (SF)	452	0	\$13,560	
Boathouse (SF)	0	0	\$0	
Site Utilities	Electric, well, private septic	Elec., phone, sewer, water	\$0	
Onsite Improvements	Outhouse, storage shed, woodshed, dock and concrete block firepit.	Driveway	\$0	
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	\$0	
Total Adjustments			\$47,350	
<b>Adjusted Indication-Overall</b>			<b>\$632,043</b>	
<b>Adjusted Indication-Improvements Only</b>			<b>\$432,043</b>	

Sale No.	Adjusted Indication - Overall	Adjusted Indication - Improvements Only	Per SF
Sale No. 1	\$558,776	\$358,776	\$151.83
Sale No. 2	\$620,907	\$420,907	\$178.12
Sale No. 3	\$625,715	\$425,715	\$180.16
Sale No. 4	\$624,614	\$424,614	\$179.69
Sale No. 5	\$632,043	\$432,043	\$182.84

Overall	
Minimum	\$558,776
Maximum	\$632,043
Mean	\$612,411

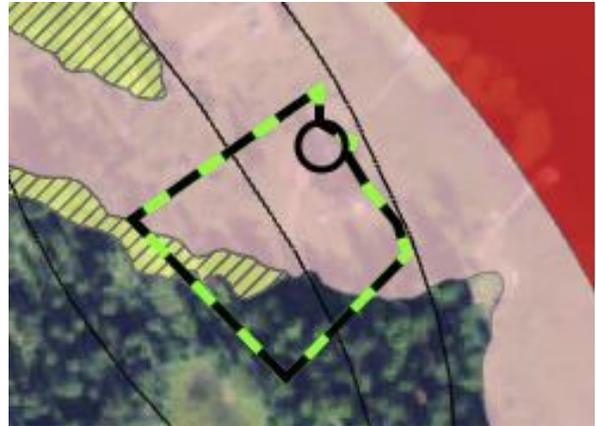
The overall range of indications is from a low of \$558,776 to an upper end of \$632,043. The arithmetic mean of all sales is \$612,411. The final indication of value is estimated at \$575,000. That leaves a residual to the personal property of \$375,000 which is \$158.70 per square foot. That is well supported by the adjusted price per square foot of the five sales.

Indicated Value	\$575,000
Land Value	\$200,000
Personal Property	\$375,000
Per SF	\$158.70

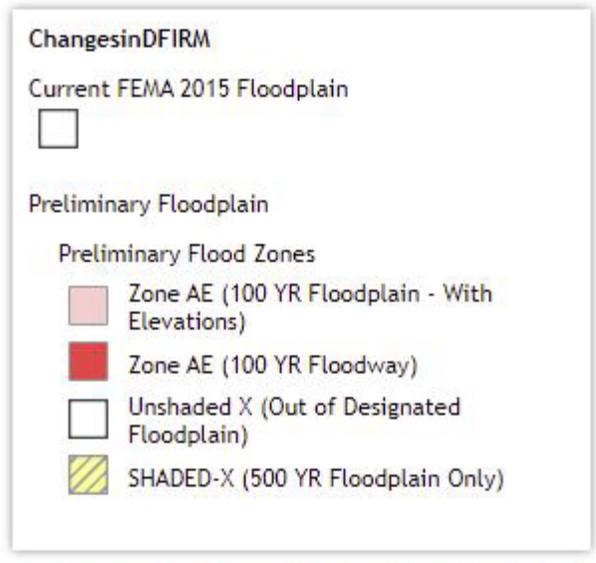
**DNRC Sale No. 2023, West Lot No. 16:**

Land Description	
Land GEO Code	04-2540-04-3-02-07-0000
Improvement GEO Code	04-2540-04-3-02-07-0099
Physical Address	1702 Snowmass Drive
Utility	Residential/Recreational
Soil Conditions	Typical
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.
Street Improvements	Gravel/dirt improved roadway across DNRC, State of Montana lands.
Size Acres	1.166
Size S.F.	50,791
Waterfront (Straight Across)	228.00
Waterfront Plat Dimension	228.11

Average Lot Depth	225.00
Corner Lot	No
Common Areas	None
Irrigation	None
Vegetation/Tree Cover	Good mix
Water Resource	Clearwater River
Road to Building Site Topography	Slight slope
Shore to Building Site Topography	Level
Shoreline Topography	Level
Lake Depth	Shallow
Overall Topography	Some sloping, otherwise level
Access	Property has physical and legal access.
Road Frontage	Improved dirt road; end of Snowmass Drive
Utilities	Electric, well with water right, no septic - outhouse, water rights from river.
Shape	Irregular
Zoning	None
Flood Hazard	The shoreline frontage is subject to seasonal fluctuation in water depth. The majority of the site is in the 100-year floodplain based on information available.



Flood Hazard Photo



Visibility	Visible to neighboring cabin sites on the west shore and cabin sites across the river on the east shore.
Viewshed	Clearwater River and neighboring cabin site on both sides of the river as well as views of mountains.
Wetlands	Entire shoreline and some areas inland are covered in marsh
Environmental Issues	None known
Easements/Encroachments	None noted
Offsite Improvements	Improved dirt road; Snowmass Drive
Onsite Improvements	Two storage sheds, a woodshed, outhouse, dock with boat lift.

Date of Value	7/8/22
Legal Description	C.O.S. 5140, PARCEL 16, SEELEY LAKE OUTLET W STATE LEASE NO 3061306
DNRC Sale Number	2023

**Improvement Description:**

**Improvement Description**

Number of Units	1
Number Stories	1
Type	Detached
Quality	Average
Year Built	1945
Condition	Fair
Design	Conventional
Effective Age	30
Bathrooms	0
Finished Area Above Grade SF	532
Basement SF	0
Basement Finish SF	0
Attic	0
Foundation	Wood piers
Exterior Walls	Wood shakes
Roofing	Metal
Specialty Siding Elements	None
Gutters and Downspout	None
Window Type	Wood
Window Screens	Yes

Fireplace	1
Woodstove	0
Refrigerator	Yes
Range/Oven	Yes
Microwave	Yes
Washer/Dryer	No
Disposal	No
Room Count Total	4
Above Grade Bedrooms	2
Below Grade Bedrooms	0
Above Grade Baths	0
Below Grade Baths	0
Other Interior Living Area	0
Settlement	None noted
Sump Pump	None
Evidence of Infestation	None noted
Dampness	None noted
EBB	No
Electric Wall Heaters	No
Forced Air Furnace	No
Cooling System	No
Window Units	No
Central AC	No
Floors	Engineered throughout
Walls	Mostly wood
Trim/Finish	Wood
Ceiling Finish	Wood
Bath Floor	N/A

Bath Wainscot	N/A
Decks, Porches and Patios S.F.	0
Garage S.F.	0
Other External Living Area S.F.	0
Outbuildings S. F.	176
Dock S. F.	592
Boathouse S. F.	0
Seawall/Retaining Wall	0

Comments

The current lessee's grandmother had house in 1960 and moved to current owners in 1995. Cabin has no running water. 140' artesian well with water right, added 5 years ago, but no septic for running water. The subject passed a perc-test three years ago, but the county denied a septic system. A copy of letter from the county in file. Kitchen sink is set up with bins for washing. Owner confirmed the site gets a lot of water each year, which why the cabin is lifted up on piers. Flood map confirms the majority of the site is in the 100-year floodplain. They no longer use the wood outhouse, rather rent Sweet Pea portable potty for \$145/month. Dock has a wood pier that leads to a 14'x14' deck and then to a 5'x27' floating poly dock with a boat lift. Owners do have water rights from river. New paint on exterior and newer kitchen flooring. There is a propane stove for heating, otherwise use space heaters.

**Value Indications:**

Land Value	\$100,000
Sales Comparison Approach	\$225,000
Final Opinion of Value - Real Property	\$225,000
Final Opinion of Value - Personal Property	\$125,000
Effective Date	7/8/2022

**Record Owner:**

The property is found to be under the ownership of the State of Montana, DNRC School Trust Land. The site is currently leased. The Lessee is identified below:

Lessee: Linda & Priyanka Fernando

**Sales History:**

The subject property has been under the same family ownership for a period exceeding three years.

**Location of Property:**

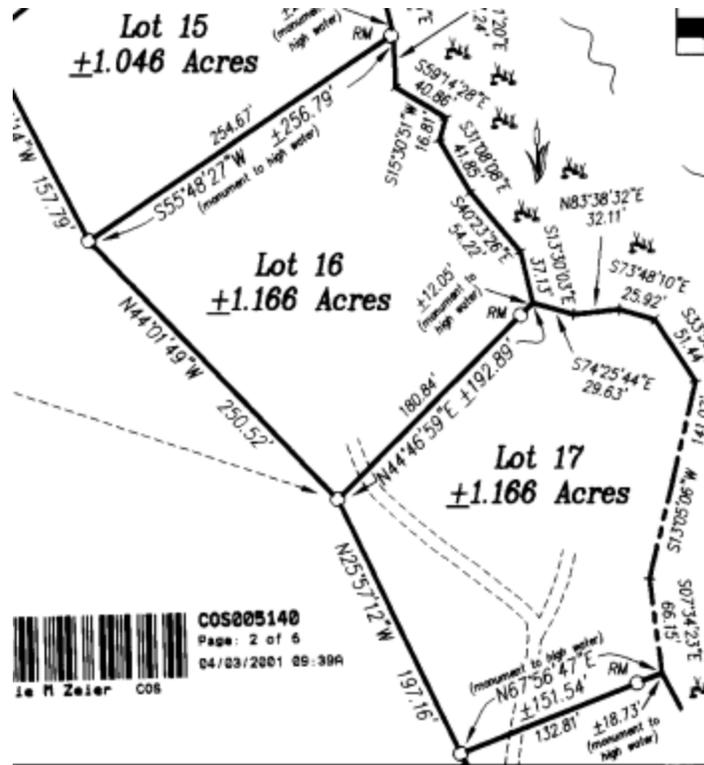
The subject property is situated on the westerly side of Clearwater River outlet from Seeley Lake off of Snowmass Drive.

**Legal Description:**

The site is legally identified through client records as:

*Lot 16, Seeley Lake Outlet W, COS 5140, Section 4, Township 16 N, Range 15 W.*

**Plat Map:**



**Subject Photographs:**



Exterior view showing the westerly elevation of the single-family residence.



Additional exterior view of the westerly elevation.



Interior view of the cabin.



Interior view of the cabin.

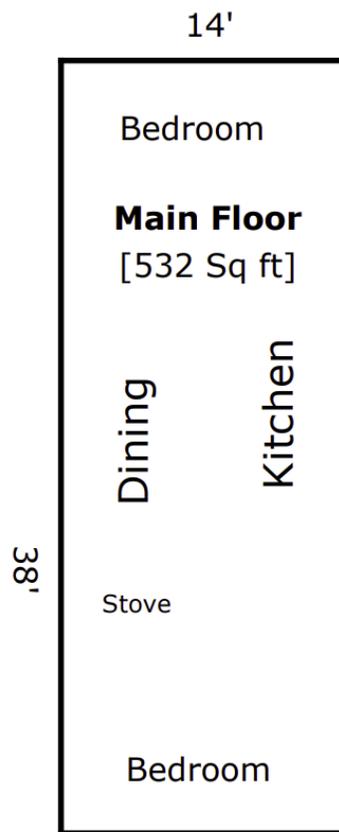


View showing the dock and boat launch area.



View from near the cabin looking in an easterly direction toward the water frontage.

**Building Sketch:**



## Land Value:

Categories	Subject Property	Land Sale #1	Adjustments	Land Sale #2	Adjustments	Land Sale #3	Adjustments	Land Sale #4	Adjustments	Land Sale #5	Adjustments
Address/Sale Price	1702 Snowmass Drive	Lot 12 River Watch Trail	\$104,900	520 Overland	\$175,000	US Highway 12, just W of Chickman Lane	\$29,900	4800 Bitterroot	\$51,675	4820 Bitterroot Drive	\$55,000
Price Acre Per SF		\$42,816		\$125,899		\$40,405		\$82,024		\$59,140	
Property Rights Conveyed	Fee Simple	Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0
Financing Terms	Cash Equivalent	Cash	\$0	Cash	\$0	Cash	\$0	Cash	\$0	Cash	\$0
Conditions of Sale	Market	Market	\$0	Market	\$0	Market	\$0	Market	\$0	Market	\$0
Expenditures Made Immediate to Sale	None	None		None		None		None		None	
Improvement Value											
Sale Date/Market Conditions	7/8/2022	1/10/2020	\$58,867	3/22/2021	\$45,592	12/10/2021	\$3,237	4/7/2022	\$2,380	7/12/2021	\$10,630
Time Lapse		30		16		7		3		12	
Adjusted Sale Price	N/A		\$163,767		\$220,592		\$33,137		\$54,055		\$65,630
Adjusted Price (\$/Ac)	N/A		\$66,844		\$158,699		\$44,780		\$85,802		\$70,570
<b>Adjustments:</b>											
Location	Seeley Lake outlet, west side of Clearwater River. Property has frontage to Clearwater River, on west shore.	South of Salmon Lake, Black Lake frontage		South of Seeley Lake Clearwater River frontage.		W of Lolo		W of Missoula		W of Missoula	
Size (SF)	50,791	106,722		60,548		32,234		27,443		40,511	
Size (Ac)	1.17	2.45		1.39		0.74		0.63		0.93	
FF	228.11	315.56		236.82		305.00		None		None	
Access	Property has physical and legal access.	County/gravel		County/gravel		US Highway Level		County asphalt Level		County asphalt Level	
Topography	Some sloping, otherwise level	Sloping		Mostly level							
Utilities	Electric, well, no septic -outhouse, water rights from river	Telephone, electric.		Telephone, electric.		Telephone, electricity; no septic available.		Telephone, electricity; no septic available.		Telephone, electricity; no septic available.	
Zoning/Land Use	None	None		None		None		Residential.		Residential.	
Vegetation/Tree Cover	Good mix	Good tree cover.		Good tree cover.		Mix of good tree cover.		Good mix of tree cover.		Good mix of tree cover.	
Corner Lot	No	No		No		No		No		No	
Flood Hazard	The shoreline frontage is subject to seasonal fluctuation in water depth. The majority of the site is in the 100-year floodplain based on information available.	None		None		In floodway/floodplain, no potential for development.		In 100 year floodplain with no potential for development.		In 100 year floodplain with no potential for development.	
Improvements	None	Yes		Yes		None		None		None	
Common Area	None	None		None		None		None		None	
Net Adjustments			\$0		\$0		\$0		\$0		\$0
Indicated Value			\$163,767		\$220,592		\$33,137		\$54,055		\$65,630
Implied Subject Per Acre			\$140,452		\$189,187		\$28,419		\$46,360		\$56,287

## Reconciliation:

The sales chosen represent a variety of properties. The first two sales are located in the Seeley Lake immediate area. The last three sales are located in closer proximity to the community of Lolo and Missoula. These three sales have a more limited (almost no) development potential given high groundwater concentrations.

	Value Indication	Dollar Per SF
Mean (Average)	\$107,436	\$92,141
Median	\$65,630	\$56,287
Minimum	\$33,137	\$28,419
Maximum	\$220,592	\$189,187

The subject property is mostly located within a 100 year floodplain and has a limited potential for an on-site septic system. There are also concerns with high groundwater concentrations and floods especially along the easterly side of the cabin. The overall range of indications is from a low of \$33,137 to an upper end of \$220,592. The average of all indications is \$107,436. The final conclusion is based on a mid range between the sales with more development potential versus the three sales having no potential for on-site septic. The final conclusion is estimated at \$100,000.

## Sales Comparison Approach:

Sale #	Subject		Sale No. 1		Sale No. 2	
Address/Location	1702 Snowmass Drive	640 Grayling Drive	Adjustment		120 Cougar	Adjustment
Sale/List Price	N/A	\$300,000	\$0		\$360,000	\$0
Overall \$/SF	N/A	\$259.74	\$0		\$360.72	\$0
Improvement Only \$/SF	N/A	\$203.46	\$0		\$295.59	\$0
Original List Price	N/A	\$300,000	\$0		\$359,800	\$0
DOM	N/A	30	\$0		142	\$0
Date of Sale	7/8/2022	8/6/2021	\$353,630		11/10/2021	\$404,876
Concessions	N/A	None	\$0		None	\$0
Site (FF)	228.11	n/a	In Site Value		n/a	In Site Value
Site Value	\$100,000	\$100,000	\$0		\$85,000	\$15,000
Quality	Average	Average	\$0		Average	\$0
Design	Conventional	Wood frame	\$0		Wood frame	\$0
Year Built	1945	1982	See Eff. Age		1979	See Eff. Age
Effective Age	30	18	-\$51,273		18	-\$64,364
Bathrooms	0.0	1.0	-\$5,000		1.0	-\$5,000
Above Grade SF	532	1,155	-\$62,300		998	-\$46,600
Below Grade SF	0	0	\$0		0	\$0
Below Grade Finish	0	0	\$0		0	\$0
Fireplaces	1	1	\$0		1	\$0
Deck/Porch/Patio(s)	0	60	-\$1,200		234	-\$4,680
Garage (SF)	0	672	-\$26,880		0	\$0
Other Living Area	0	0	\$0		0	\$0
Outbuildings	176	0	\$1,760		96	\$800
Dock (SF)	592	0	\$17,760		0	\$17,760
Boathouse (SF)	0	0	\$0		0	\$0
Site Utilities	Electric, well, no septic - outhouse, water rights from river	Elec., phone, sewer, well	\$0		Elec., phone, city water/septic	\$0
On site Improvements	Two storage sheds, a woodshed, outhouse, dock with boat lift.	Landscaping, driveway	\$0		Landscaping, driveway	\$0
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	\$0		County road access	\$0
Total Adjustments			-\$127,133			-\$87,084
<b>Adjusted Indication-Overall</b>			<b>\$226,497</b>			<b>\$272,916</b>
<b>Adjusted Indication-Improvements Only</b>			<b>\$126,497</b>			<b>\$172,916</b>

Sale #	Subject	Sale No. 3		Sale No. 4	
Address/Location	1702 Snowmass Drive	1091 Tamarack	Adjustment	152 Chipmonk	Adjustment
Sale/List Price	N/A	\$395,000	\$0	\$424,500	\$0
Overall \$/SF	N/A	\$914.35	\$0	\$405.83	\$0
Improvement Only \$/SF	N/A	\$763.89	\$0	\$343.69	\$0
Original List Price	N/A	\$389,000	\$0	\$459,900	\$0
DOM	N/A	90	\$0	100	\$0
Date of Sale	7/8/2022	11/18/2021	\$442,503	10/29/2021	\$0
Concessions	N/A	None	\$0	None	\$0
Site (FF)	Aug-00	n/a	In Site Value	n/a	In Site Value
Site Value	\$100,000	\$85,000	\$15,000	\$85,000	\$15,000
Quality	Average	Average		Average	Offsets
Design	Conventional	Wood frame	\$0	Wood frame	\$0
Year Built	1945	1992	See Eff. Age	1977	See Eff. Age
Effective Age	30	12	-\$157,000	15	-\$98,045
Bathrooms	0.0	1.0	-\$5,000	1	-\$5,000
Above Grade SF	532	628	-\$9,600	1,046	-\$51,400
Below Grade SF	0	0	\$0	0	\$0
Below Grade Finish	0	0	\$0	0	\$0
Fireplaces	1	0	\$10,000	1	\$0
Deck/Porch/Patio(s)	0	390	-\$7,800	409	-\$8,180
Garage (SF)	0	840	-\$33,600	1,020	-\$40,800
Other Living Area	0	0	\$0	0	\$0
Outbuildings	176	0	\$1,760	128	\$480
Dock (SF)	592	0	\$17,760	0	\$17,760
Boathouse (SF)	0	0	\$0	0	\$0
Site Utilities	Electric, well, no septic - outhouse, water rights from river	Elec., phone, city water/septic	\$0	Elec., phone, city water/septic	\$0
Onsite Improvements	Two storage sheds, a woodshed, outhouse, dock with boat lift.	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	Offsets	County road access	\$0
Total Adjustments			-\$168,480		-\$170,185
<b>Adjusted Indication-Overall</b>			<b>\$226,520</b>		<b>\$254,315</b>
<b>Adjusted Indication-Improvements Only</b>			<b>\$126,520</b>		<b>\$154,315</b>

Sale No.	Adjusted Indication - Overall	Adjusted Indication - Improvements Only	Per SF
Sale No. 1	\$226,497	\$126,497	\$237.78
Sale No. 2	\$272,916	\$172,916	\$325.03
Sale No. 3	\$226,520	\$126,520	\$237.82
Sale No. 4	\$254,315	\$154,315	\$290.06

Overall	
Minimum	\$226,497
Maximum	\$272,916
Mean	\$245,062

The overall range of indications is from a low of \$226,497 to an upper end of \$272,916. The arithmetic mean of all for sales is \$245,062. The subject property represents a fair condition and should set the lower end of the range. Emphasis is to a value of \$225,000.

Indicated Value	\$225,000
Land Value	\$100,000
Personal Property	\$125,000
Per SF	\$234.96

**DNRC Sale No. 2025, West Lot No. 17:**

**Land Description**

Land GEO Code	04-2540-04-3-02-09-0000
Improvement GEO Code	04-2540-04-3-02-09-0099
Physical Address	1658 Snowmass Drive
Utility	Residential/Recreational
Soil Conditions	Typical
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.
Street Improvements	Gravel/dirt improved roadway across DNRC, State of Montana lands.
Size Acres	1.166
Size S.F.	50,791
Waterfront (Straight Across)	346.00
Waterfront Plat Dimension	346.32
Average Lot Depth	190.00
Corner Lot	No
Common Areas	None
Irrigation	None
Vegetation/Tree Cover	Good tree cover
Water Resource	Clearwater River
Road to Building Site Topography	Sloped

Shore to Building Site Topography

Slightly sloped

Shoreline Topography

Level

Lake Depth

Shallow

Overall Topography

Slightly rolling

Access

Property has physical and legal access.

Road Frontage

Improved dirt road; Snowmass Drive

Utilities

Electric, well drilled with water right; not hooked up, no septic

Shape

Irregular

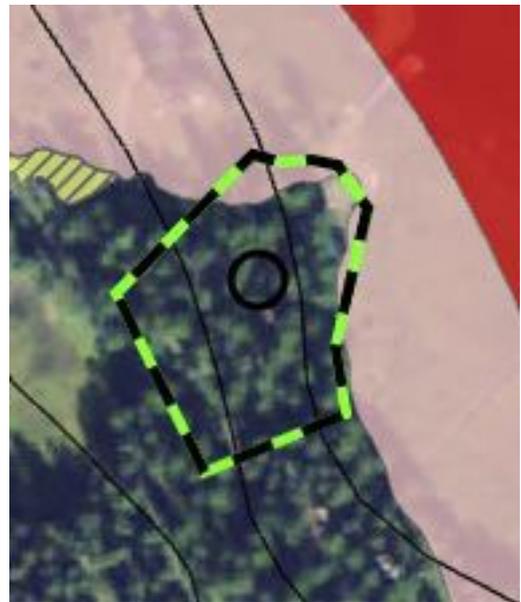
Zoning

None

Flood Hazard

The shoreline frontage is subject to seasonal fluctuation in water depth and is in the 100-year floodplain based on information available.

Flood Hazard Photo



Changes in DFIRM

Current FEMA 2015 Floodplain



Preliminary Floodplain

Preliminary Flood Zones

 Zone AE (100 YR Floodplain - With Elevations)

 Zone AE (100 YR Floodway)

 Unshaded X (Out of Designated Floodplain)

 SHADED-X (500 YR Floodplain Only)

Visibility	Visible to neighboring cabin sites on the west shore and cabin sites across the river on the east shore.
Viewshed	Clearwater River and neighboring cabin site on both sides of the river as well as views of mountains.
Wetlands	Entire shoreline is covered in marshy wetlands.
Environmental Issues	None known
Easements/Encroachments	Servient easement for adjacent lot 16 to the north crosses subject on west side of the lot.
Offsite Improvements	Improved dirt road; Snowmass Drive
Onsite Improvements	Pit well; not connected, dock, firepit, storage shed, outhouse and gazebo all on concrete pier foundation.
Date of Value	7/8/22
Legal Description	C.O.S. 5140, PARCEL 17, SEELEY LAKE OUTLET W STATE LEASE NO 3061168
DNRC Sale Number	2025

**Improvement Description:**

Improvement Description	
Number of Units	1
Number Stories	1
Type	Detached
Quality	Average
Year Built	1945
Condition	Average
Design	Conventional
Effective Age	15
Bathrooms	0
Finished Area Above Grade SF	504

Basement SF	0
Basement Finish SF	0
Attic	0
Foundation	Wood pier on concrete footings
Exterior Walls	Painted Board & Batt
Roofing	Metal
Specialty Siding Elements	None
Gutters and Downspout	None
Window Type	Wood
Window Screens	Yes
Fireplace	0
Woodstove	0.5
Refrigerator	Yes
Range/Oven	Yes
Microwave	Yes
Washer/Dryer	No
Disposal	No
Room Count Total	4
Above Grade Bedrooms	1
Below Grade Bedrooms	0
Above Grade Baths	0
Below Grade Baths	0
Other Interior Living Area	0
Settlement	None noted
Sump Pump	None
Evidence of Infestation	None noted
Dampness	None noted
EBB	No

Electric Wall Heaters	Yes
Forced Air Furnace	No
Cooling System	No
Window Units	No
Central AC	No
Floors	Engineered
Walls	Wood
Trim/Finish	Wood
Ceiling Finish	Wood
Bath Floor	N/A
Bath Wainscot	N/A
Decks, Porches and Patios S.F	234
Garage S.F	0
Other External Living Area S.F.	0
Outbuildings S. F.	334
Dock S. F.	492
Boathouse S. F.	0
Seawall/Retaining Wall	0

Comments

Current owner purchased improvements in 2010 for \$120,000. The well was drilled in 2008 but has not been used. Would require a pump and plumbing to be installed for hook-up. Currently the subject does not have a septic system, but owner does believe it would be approved for one. Firepit surrounded by gravel in lawn area near waterfront. Storage shed is newly painted wood siding with metal roof on concrete blocks. Outhouse is also newly painted wood siding with metal roof. Wood pier dock leads out to new newer 12'x12' vinyl floating dock. Open gazebo approximately 15' from the front entrance.

The dining, kitchen and bedroom areas have 8' ceiling. Living area has vaulted ceilings with exposed beams and a scuttle storage area above the kitchen with a dropdown ladder for access. Updated flooring and trim. Sliding glass door exits out to the uncovered wood deck that overlooks the water.

**Value Indications:**

Land Value	\$200,000
Sales Comparison Approach	\$400,000
Final Opinion of Value - Real Property	\$400,000
Final Opinion of Value - Personal Property	\$200,000
Effective Date	7/8/2022

**Record Owner:**

The property is found to be under the ownership of the State of Montana, DNRC School Trust Land. The site is currently leased. The Lessee is identified below:

Lessee: Courtland & Lydia Perry.

**Sales History:**

The subject improvements have been under the same family ownership for a period exceeding three years.

**Location of Property:**

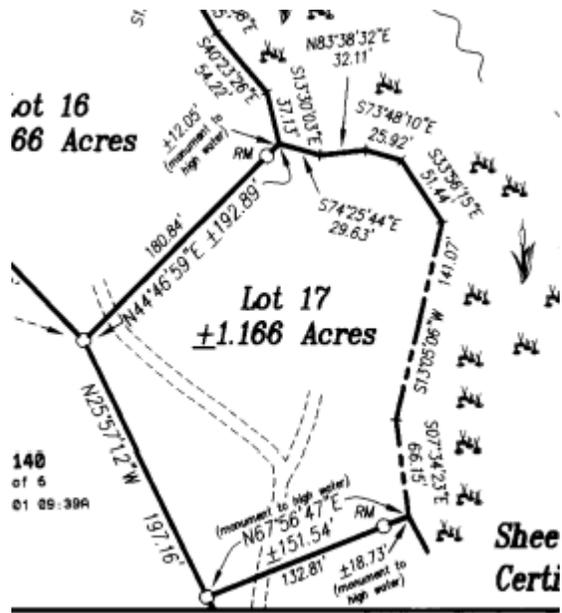
The subject property is situated on the westerly side of Clearwater River outlet from Seeley Lake off of Snowmass Drive.

**Legal Description:**

The site is legally identified through client records as:

*Lot 17, Seeley Lake Outlet W, COS 5140. Section 4, Township 165 N, Range 15 W.*

**Plat Map:**



**Subject Photographs:**



View showing the main entrance to the cabin which is the southerly elevation.



Interior view taken from the dining room area toward the kitchen area.



Interior view looking toward the bedroom.



Interior view showing the kitchen area.

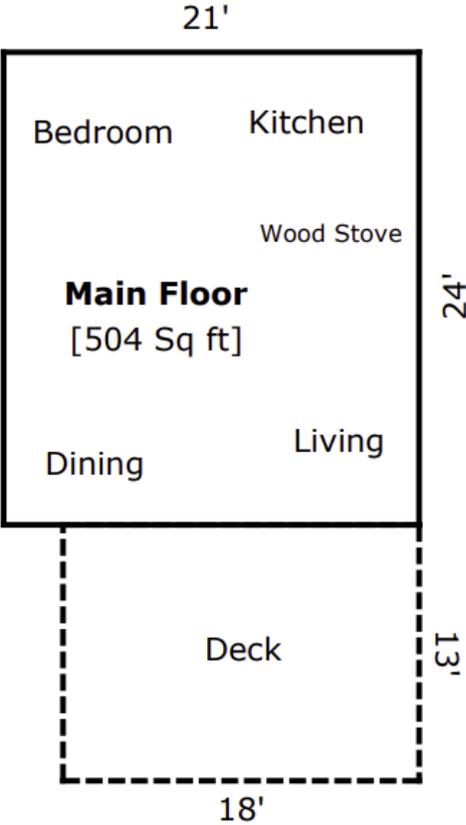


View from near the cabin looking toward the waterfront.



View along the waterfront area looking in a southerly direction.

**Building Sketch:**



## Land Value:

Categories	Subject Property	Land Sale #1	Adjustments	Land Sale #2	Adjustments	Land Sale #6	Adjustments
Address/Sale Price	1658 Snowmass Drive	Lot 12 River Watch Trail	\$104,900	520 Overland	\$175,000	430 Wagon Wheel	\$125,000
Price Acre		\$42,816		\$125,899		\$71,023	
Per SF		\$0.98		\$2.89		\$1.63	
Property Rights Conveyed	Fee Simple	Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0
Financing Terms	Cash Equivalent	Cash	\$0	Cash	\$0	Cash	\$0
Conditions of Sale	Market	Market	\$0	Market	\$0	Market	\$0
Expenditures Made Immediate to Sale	None	None	\$0	None		None	\$0
Improvement Value							
Sale Date/Market Conditions	7/8/2022	1/10/2020	\$58,867	3/22/2021	\$45,592	6/26/2020	\$54,741
Time Lapse		30		16		24	
Adjusted Sale Price	N/A		\$163,767		\$220,592		\$179,741
Adjusted Price (\$/Ac)	N/A		\$66,844		\$158,699		\$102,125
<b>Adjustments:</b>							
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.	South of Salmon Lake, Black Lake frontage		South of Seeley Lake Clearwater River frontage.		South of Seeley Lake Clearwater River frontage.	
Size (SF)	50,791	106,722		60,548		76,666	
Size (Ac)	1.17	2.45		1.39		1.76	
FF	346.32	315.56		236.82		260.00	
Access	Property has physical and legal access.	County/gravel		County/gravel		County/gravel	
Topography	Slightly rolling	Sloping		Mostly level.		Mostly level.	
Utilities	Electric, well drilled; not hooked up, no septic	Telephone, electric.		Telephone, electric.		Telephone, electric.	
Zoning/Land Use	None	None		None		None	
Vegetation/Tree Cover	Good tree cover	Good tree cover.		Good tree cover.		Good tree cover.	
Corner Lot	No	No		No		No	
Flood Hazard	The shoreline frontage is subject to seasonal fluctuation in water depth and is in the 100-year floodplain based on information available.	None		None		None	
Improvements	None	Yes		Yes		Yes	
Common Area	None	Yes		Yes		Yes	
Net Adjustments			\$0		\$0		\$0
Indicated Value			\$163,767		\$220,592		\$179,741
Implied Subject Per Acre			\$140,452		\$189,187		\$154,151

## Reconciliation:

The subject property has no floodplain concerns or high groundwater concerns. There is a well installed but would require a pump and hook up to the cabin. Given the lack of floodplain and high water ground concerns there would likely be no issue with installing a septic system. The overall range of indications is from a low of \$163,767 to an upper end of \$230,592. The final conclusion of value is estimated at \$200,000.

## Sales Comparison Approach:

Sale #	Subject			Sale No. 2	
	1658 Snowmass Drive	640 Grayling Drive	Adjustment	120 Cougar	Adjustment
Sale/List Price	N/A	\$300,000	\$0	\$360,000	\$0
Overall \$/SF	N/A	\$259.74	\$0	\$360.72	\$0
Improvement Only \$/SF	N/A	\$203.46	\$0	\$295.59	\$0
Original List Price	N/A	\$300,000	\$0	\$359,800	\$0
DOM	N/A	30	\$0	142	\$0
Date of Sale	7/8/2022	8/6/2021	\$353,630	11/10/2021	\$404,876
Concessions	N/A	None	\$0	None	\$0
Site (FF)	346.32	n/a	In Site Value	n/a	In Site Value
Site Value	\$200,000	\$100,000	\$100,000	\$85,000	\$115,000
Quality	Average	Average	\$0	Average	\$0
Design	Conventional	Wood frame	\$0	Wood frame	\$0
Year Built	1945	1982	See Eff. Age	1979	See Eff. Age
Effective Age	15	18	\$12,818	18	\$16,091
Bathrooms	0.0	1.0	-\$5,000	1.0	-\$5,000
Above Grade SF	504	1,155	-\$65,100	998	-\$49,400
Below Grade SF	0	0	\$0	0	\$0
Below Grade Finish	0	0	\$0	0	\$0
Fireplaces	0	1	-\$10,000	1	-\$10,000
Deck/Porch/Patio(s)	234	60	\$3,480	234	\$0
Garage (SF)	0	672	-\$26,880	0	\$0
Other Living Area	0	0	\$0	0	\$0
Outbuildings	334	0	\$3,340	96	\$2,380
Dock (SF)	492	0	\$14,760	0	\$14,760
Boathouse (SF)	0	0	\$0	0	\$0
Site Utilities	Electric, well drilled; not hooked up, no septic	Elec., phone, sewer, well	\$0	Elec., phone, city water/septic	\$0
Onsite Improvements	Pit well; not connected, dock, firepit, storage shed, outhouse and gazebo all on concrete pier foundation.	Landscaping, driveway	\$0	Landscaping, driveway	\$0
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	\$0	County road access	\$0
Total Adjustments			\$27,418	\$83,831	
<b>Adjusted Indication-Overall</b>			<b>\$381,048</b>	<b>\$443,831</b>	
<b>Adjusted Indication-Improvements Only</b>			<b>\$181,048</b>	<b>\$243,831</b>	

Sale #	Subject	Sale No. 3		Sale No. 4	
Address/Location	1658 Snowmass Drive	1091 Tamarack	Adjustment	152 Chipmonk	Adjustment
Sale/List Price	N/A	\$395,000	\$0	\$424,500	\$0
Overall \$/SF	N/A	\$914.35	\$0	\$405.83	\$0
Improvement Only \$/SF	N/A	\$763.89	\$0	\$343.69	\$0
Original List Price	N/A	\$389,000	\$0	\$459,900	\$0
DOM	N/A	90	\$0	100	\$0
Date of Sale	7/8/2022	11/18/2021	\$442,503	10/29/2021	\$0
Concessions	N/A	None	\$0	None	\$0
Site (FF)	346.32	n/a	In Site Value	n/a	In Site Value
Site Value	\$200,000	\$85,000	\$115,000	\$85,000	\$115,000
Quality	Average	Average		Average	Offsets
Design	Conventional	Wood frame	\$0	Wood frame	\$0
Year Built	1945	1992	See Eff. Age	1977	See Eff. Age
Effective Age	15	12	-\$26,167	15	\$0
Bathrooms	0.0	1.0	-\$5,000	1	-\$5,000
Above Grade SF	504	628	-\$12,400	1,046	-\$54,200
Below Grade SF	0	0	\$0	0	\$0
Below Grade Finish	0	0	\$0	0	\$0
Fireplaces	0	0	\$0	1	-\$10,000
Deck/Porch/Patio(s)	234	390	-\$3,120	409	-\$3,500
Garage (SF)	0	840	-\$33,600	1,020	-\$40,800
Other Living Area	0	0	\$0	0	\$0
Outbuildings	334	0	\$3,340	128	\$2,060
Dock (SF)	492	0	\$14,760	0	\$14,760
Boathouse (SF)	0	0	\$0	0	\$0
Site Utilities	Electric, well drilled; not hooked up, no septic	Elec., phone, city water/septic	\$0	Elec., phone, city water/septic	\$0
Onsite Improvements	Pit well; not connected, dock, firepit, storage shed, outhouse and gazebo all on concrete pier foundation.	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	Offsets	County road access	\$0
Total Adjustments			\$52,813		\$18,320
<b>Adjusted Indication-Overall</b>			<b>\$447,813</b>		<b>\$442,820</b>
<b>Adjusted Indication-Improvements Only</b>			<b>\$247,813</b>		<b>\$242,820</b>

Sale No.	Adjusted Indication - Overall	Adjusted Indication - Improvements Only	Per SF
Sale No. 1	\$381,048	\$181,048	\$359.22
Sale No. 2	\$443,831	\$243,831	\$483.79
Sale No. 3	\$447,813	\$247,813	\$491.69
Sale No. 4	\$442,820	\$242,820	\$481.79

Overall	
Minimum	\$381,048
Maximum	\$447,813
Mean	\$428,878

The overall range of indications is from a low of \$381,048 to an upper end of \$447,813. The arithmetic mean of all for sales is \$428,878. The subject improvements is on the smaller side in terms of the immediate neighborhood. The property has 504 ft.<sup>2</sup> above grade but 234 ft.<sup>2</sup> of additional exterior deck area. The final conclusion of value is estimated at \$400,000.

Indicated Value	\$400,000
Land Value	\$200,000
Personal Property	\$200,000
Per SF	\$396.83

**DNRC Sale No. 2026, West Lot No. 18:**

**Land Description**

Land GEO Code	04-2540-04-3-02-11-0000
Improvement GEO Code	04-2540-04-3-02-11-0099
Physical Address	1616 Snowmass Drive
Utility	Residential/Recreational
Soil Conditions	Typical
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.
Street Improvements	Gravel/dirt improved roadway across DNRC, State of Montana lands.
Size Acres	0.806
Size S.F.	35,109
Waterfront (Straight Across)	205.00
Waterfront Plat Dimension	204.90
Average Lot Depth	155.00
Corner Lot	No
Common Areas	None
Irrigation	None
Vegetation/Tree Cover	Good tree cover
Water Resource	Clearwater River
Road to Building Site Topography	Mostly level

Shore to Building Site Topography

Slight slope

Shoreline Topography

Level

Lake Depth

Shallow

Overall Topography

Level to slight slope

Access

Property has physical and legal access.

Road Frontage

Improved dirt road; Snowmass Drive

Utilities

Electric, well with water right, private septic

Shape

Irregular

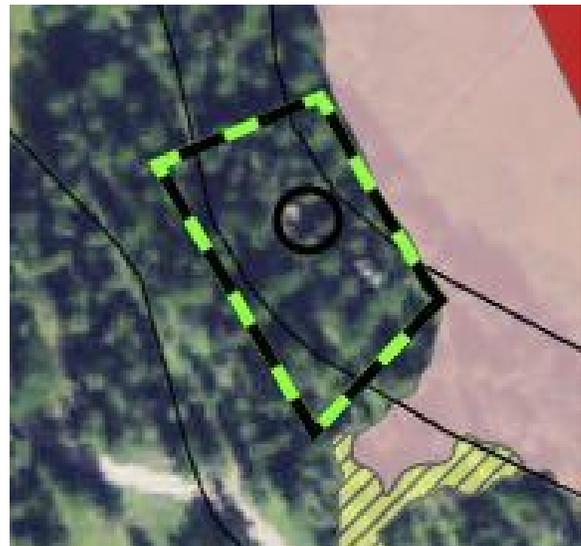
Zoning

None

Flood Hazard

The shoreline frontage is subject to seasonal fluctuation in water depth and is adjacent to the 100-year floodplain based on information available.

Flood Hazard Photo



Changes in DFIRM

Current FEMA 2015 Floodplain



Preliminary Floodplain

Preliminary Flood Zones

Zone AE (100 YR Floodplain - With Elevations)

Zone AE (100 YR Floodway)

Unshaded X (Out of Designated Floodplain)

SHADED-X (500 YR Floodplain Only)

Visibility	Visible to neighboring cabin sites on the west shore and cabin sites across the river on the east shore.
Viewshed	Clearwater River and neighboring cabin site on both sides of the river as well as views of mountains.
Wetlands	Entire shoreline is covered in marshy wetlands.
Environmental Issues	None known
Easements/Encroachments	Property has servient easement for property on the north. This easement bisects the NW corner of the tract.
Offsite Improvements	Improved dirt road; Snowmass Drive
Onsite Improvements	Dock, rock patio & firepit, rock entry
Date of Value	7/8/22
Legal Description	C.O.S. 5140, PARCEL 18, SEELEY LAKE OUTLET W STATE LEASE NO 3061285
DNRC Sale Number	2026

**Improvement Description:**

Improvement Description	
Number of Units	1
Number Stories	1
Type	Detached
Quality	Average
Year Built	1960
Condition	Average
Design	Conventional
Effective Age	20
Bathrooms	1

Finished Area Above Grade SF	894
Basement SF	0
Basement Finish SF	0
Attic	0
Foundation	Concrete pads with cinder block risers
Exterior Walls	Wood 1'x10' boards
Roofing	Metal
Specialty Siding Elements	None
Gutters and Downspout	None
Window Type	Wood
Window Screens	No
Fireplace	0
Woodstove	1
Refrigerator	Yes
Range/Oven	Yes
Microwave	Yes
Washer/Dryer	No
Disposal	No
Room Count Total	4
Above Grade Bedrooms	2
Below Grade Bedrooms	0
Above Grade Baths	1
Below Grade Baths	0
Other Interior Living Area	0
Settlement	None noted
Sump Pump	None
Evidence of Infestation	None noted
Dampness	None noted

EBB	Yes
Electric Wall Heaters	No
Forced Air Furnace	No
Cooling System	No
Window Units	No
Central AC	No
Floors	Carpet mainly
Walls	Painted/papered sheetrock and some paneling
Trim/Finish	Wood
Ceiling Finish	Wood & tile
Bath Floor	Carpet
Bath Wainscot	Fiberglass
Decks, Porches and Patios S.F	160
Garage S.F	0
Other External Living Area S.F.	0
Outbuildings S. F.	536
Dock S. F.	1,210
Boathouse S. F.	0
Seawall/Retaining Wall	0

Comments

Family has owned the improvements for forty plus years. The septic system and well were added in 1994 and the well is 110 feet deep. There is a stone and concrete entryway that steps down to a stone surrounded firepit. The wood deck was built in 2012. There are four storage sheds, one fully enclosed and the others mostly enclosed. There is also an open sided RV-size carport. The pier dock is almost 300' long with a handrail on the north side and runs through tall marsh vegetation. The pier leads to two floating segments that measure just shy of 30' long. The water is very shallow and thick with lily pads. The shoreline is covered in thick marsh vegetation with no access to the water.

Where the kitchen exists now, was originally a porch. The living room has vaulted ceilings and is elevated from the kitchen and hallway that leads to the bedrooms and bathroom. There is a wood burning stove in the living area with a brick base and back wall. There is a second wood burning stove in the master bedroom with a stone base and backwall. The master bedroom also has a door leading out to the deck.

**Value Indications:**

Land Value	\$200,000
Sales Comparison Approach	\$450,000
Final Opinion of Value - Real Property	\$450,000
Final Opinion of Value - Personal Property	\$250,000
Effective Date	7/8/2022

**Record Owner:**

The property is found to be under the ownership of the State of Montana, DNRC School Trust Land. The site is currently leased. The Lessee is identified below:

Lessee: Cathy E. Wilson.

**Sales History:**

The subject improvements have been under the same family ownership for a period exceeding three years.

**Location of Property:**

The subject property is situated on the westerly side of Clearwater River outlet from Seeley Lake off of Snowmass Drive.

**Legal Description:**

The site is legally identified through client records as:

*Lot 18, Seeley Lake Outlet W, COS 5140, Section 4, Township 16 N, Range 15 W.*

**Plat Map:**



**Subject Photographs:**



View of the subject cabin as seen from the Lakeshore side looking in a westerly direction.



View showing the subject westerly cabin elevation.



Interior view showing the kitchen area.



Interior view showing the living room.

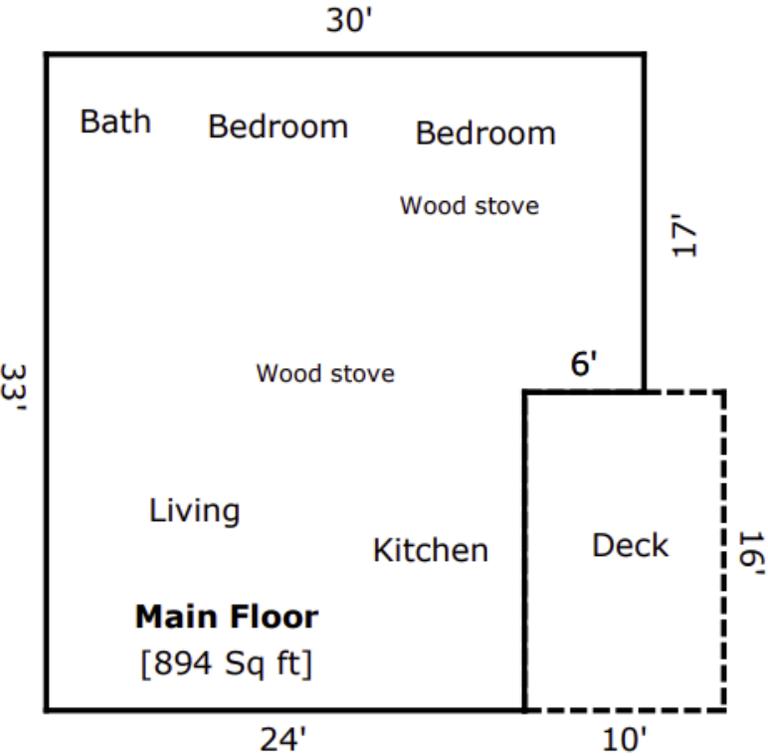


View of the pier/gangway looking in an easterly direction.



View from near the end of the dock looking in a northerly direction along the river.

**Building Sketch:**



## Land Value:

Categories	Subject Property	Land Sale #1	Adjustments	Land Sale #2	Adjustments	Land Sale #6	Adjustments
<b>Address/Sale Price</b>	<b>1616 Snowmass Drive</b>	<b>Lot 12 River Watch Trail</b>	<b>\$104,900</b>	<b>520 Overland</b>	<b>\$175,000</b>	<b>430 Wagon Wheel</b>	<b>\$125,000</b>
Price Acre		\$42,816		\$125,899		\$71,023	
Per SF		\$0.98		\$2.89		\$1.63	
Property Rights Conveyed	Fee Simple	Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0
Financing Terms	Cash Equivalent	Cash	\$0	Cash	\$0	Cash	\$0
Conditions of Sale	Market	Market	\$0	Market	\$0	Market	\$0
Expenditures Made Immediate to Sale	None	None	\$0	None		None	\$0
Improvement Value							
Sale Date/Market Conditions	7/8/2022	1/10/2020	\$58,867	3/22/2021	\$45,592	6/26/2020	\$54,741
Time Lapse		30		16		24	
Adjusted Sale Price	N/A		\$163,767		\$220,592		\$179,741
Adjusted Price (\$/Ac)	N/A		\$66,844		\$158,699		\$102,125
<b>Adjustments:</b>							
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.	South of Salmon Lake, Black Lake frontage		South of Seeley Lake Clearwater River frontage.		South of Seeley Lake Clearwater River frontage.	
Size (SF)	35,109	106,722		60,548		76,666	
Size (Ac)	0.81	2.45		1.39	Similar	1.76	Similar
FF	204.90	315.56		236.82		260.00	
Access	Property has physical and legal access.	County/gravel		County/gravel		County/gravel	
Topography	Level to slight slope	Sloping		Mostly level.		Mostly level.	
Utilities	Electric, well, private septic	Telephone, electric.		Telephone, electric.		Telephone, electric.	
Zoning/Land Use	None	None		None		None	
Vegetation/Tree Cover	Good tree cover	Good tree cover.		Good tree cover.		Good tree cover.	
Corner Lot	No	No		No		No	
Flood Hazard	The shoreline frontage is subject to seasonal fluctuation in water depth and is adjacent to the 100-year floodplain based on information available.	None		None		None	
Improvements	None	Yes	Above	Yes		Yes	
Common Area	None	Yes		Yes		Yes	
<b>Net Adjustments</b>			\$0		\$0		\$0
<b>Indicated Value</b>			\$163,767		\$220,592		\$179,741
<b>Implied Subject Per Acre</b>			\$203,184		\$273,687		\$223,003

## Reconciliation:

The subject property has no high groundwater or floodplain concerns. there is currently an on-site septic system and well. The overall range of indications is from a low of \$163,767 to an upper end of \$220,592. The final indication of underlying land value is estimated at \$200,000.

## Sales Comparison Approach:

Sale #	Subject	Sale No. 1		Sale No. 2	
Address/Location	1616 Snowmass Drive	640 Grayling Drive	Adjustment	120 Cougar	Adjustment
Sale/List Price	N/A	\$300,000	\$0	\$360,000	\$0
Overall \$/SF	N/A	\$259.74	\$0	\$360.72	\$0
Improvement Only \$/SF	N/A	\$203.46	\$0	\$295.59	\$0
Original List Price	N/A	\$300,000	\$0	\$359,800	\$0
DOM	N/A	30	\$0	142	\$0
Date of Sale	7/8/2022	8/6/2021	\$353,630	11/10/2021	\$404,876
Concessions	N/A	None	\$0	None	\$0
Site (FF)	204.90	n/a	In Site Value	n/a	In Site Value
Site Value	\$200,000	\$100,000	\$100,000	\$85,000	\$115,000
Quality	Average	Average	\$0	Average	\$0
Design	Conventional	Wood frame	\$0	Wood frame	\$0
Year Built	1960	1982	See Eff. Age	1979	See Eff. Age
Effective Age	20	18	-\$8,545	18	-\$10,727
Bathrooms	1.0	1.0	\$0	1.0	\$0
Above Grade SF	894	1,155	-\$26,100	998	-\$10,400
Below Grade SF	0	0	\$0	0	\$0
Below Grade Finish	0	0	\$0	0	\$0
Fireplaces	0	1	-\$10,000	1	-\$10,000
Deck/Porch/Patio(s)	160	60	\$2,000	234	-\$1,480
Garage (SF)	0	672	-\$26,880	0	\$0
Other Living Area	0	0	\$0	0	\$0
Outbuildings	536	0	\$5,360	96	\$4,400
Dock (SF)	1,210	0	\$36,300	0	\$36,300
Boathouse (SF)	0	0	\$0	0	\$0
Site Utilities	Electric, well, private septic	Elec., phone, sewer, well	\$0	Elec., phone, city water/septic	\$0
Onsite Improvements	Dock, rock patio & firepit, rock entry	Landscaping, driveway	\$0	Landscaping, driveway	\$0
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	\$0	County road access	\$0
Total Adjustments			\$72,135	\$123,093	
<b>Adjusted Indication-Overall</b>			<b>\$425,764</b>	<b>\$483,093</b>	
<b>Adjusted Indication-Improvements Only</b>			<b>\$225,764</b>	<b>\$283,093</b>	

Sale #	Subject	Sale No. 3		Sale No. 4	
Address/Location	1616 Snowmass Drive	1091 Tamarack	Adjustment	152 Chipmonk	Adjustment
Sale/List Price	N/A	\$395,000	\$0	\$424,500	\$0
Overall \$/SF	N/A	\$914.35	\$0	\$405.83	\$0
Improvement Only \$/SF	N/A	\$763.89	\$0	\$343.69	\$0
Original List Price	N/A	\$389,000	\$0	\$459,900	\$0
DOM	N/A	90	\$0	100	\$0
Date of Sale	7/8/2022	11/18/2021	\$442,503	10/29/2021	\$0
Concessions	N/A	None	\$0	None	\$0
Site (FF)	Jul-00	n/a	In Site Value	n/a	In Site Value
Site Value	\$200,000	\$85,000	\$115,000	\$85,000	\$115,000
Quality	Average	Average		Average	Offsets
Design	Conventional	Wood frame	\$0	Wood frame	\$0
Year Built	1960	1992	See Eff. Age	1977	See Eff. Age
Effective Age	20	12	-\$69,778	15	-\$32,682
Bathrooms	1.0	1.0	\$0	1	\$0
Above Grade SF	894	628	\$26,600	1,046	-\$15,200
Below Grade SF	0	0	\$0	0	\$0
Below Grade Finish	0	0	\$0	0	\$0
Fireplaces	0	0	\$0	1	-\$10,000
Deck/Porch/Patio(s)	160	390	-\$4,600	409	-\$4,980
Garage (SF)	0	840	-\$33,600	1,020	-\$40,800
Other Living Area	0	0	\$0	0	\$0
Outbuildings	536	0	\$5,360	128	\$4,080
Dock (SF)	1,210	0	\$36,300	0	\$36,300
Boathouse (SF)	0	0	\$0	0	\$0
Site Utilities	Electric, well, private septic	Elec., phone, city water/septic	\$0	Elec., phone, city water/septic	\$0
Onsite Improvements	Dock, rock patio & firepit, rock entry	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0
Offsite Improvements	Improved dirt road; Snowmass Drive	County road access	Offsets	County road access	\$0
Total Adjustments			\$75,282		\$51,718
<b>Adjusted Indication-Overall</b>			<b>\$470,282</b>		<b>\$476,218</b>
<b>Adjusted Indication-Improvements Only</b>			<b>\$270,282</b>		<b>\$276,218</b>

Sale No.	Adjusted Indication - Overall	Adjusted Indication - Improvements Only	Per SF
Sale No. 1	\$425,764	\$225,764	\$252.53
Sale No. 2	\$483,093	\$283,093	\$316.66
Sale No. 3	\$470,282	\$270,282	\$302.33
Sale No. 4	\$476,218	\$276,218	\$308.97

Overall	
Minimum	\$425,764
Maximum	\$483,093
Mean	\$463,839

The overall range of indications is from a low of \$425,764 to an upper end of \$483,093. The arithmetic mean of all for sales is \$463,893. The final conclusion of value is estimated at \$450,000.

Indicated Value	\$450,000
Land Value	\$200,000
Personal Property	\$250,000
Per SF	\$279.64

**DNRC Sale No. 2024, West Lot No. 24:**

**Land Description**

Land GEO Code	04-2540-04-4-01-02-0000
Improvement GEO Code	04-2540-04-4-01-02-0099
Physical Address	298 Shoreline Court
Utility	Residential/Recreational
Soil Conditions	Typical
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.
Street Improvements	Gravel/dirt improved roadway across DNRC, State of Montana lands.
Size Acres	1.862
Size S.F.	81,109
Waterfront (Straight Across)	170.00
Waterfront Plat Dimension	169.91
Average Lot Depth	329.00
Corner Lot	No
Common Areas	None
Irrigation	None
Vegetation/Tree Cover	Good mix of trees and lawn
Water Resource	Clearwater River
Road to Building Site Topography	Level to slight slope

Shore to Building Site Topography

Level to slight slope

Shoreline Topography

Level

Lake Depth

Shallow

Overall Topography

Mostly level to slight slope

Access

Property has physical and legal access.

Road Frontage

Improved dirt road; end of Shoreline Court

Utilities

Electric, city water, private septic, propane

Shape

Irregular

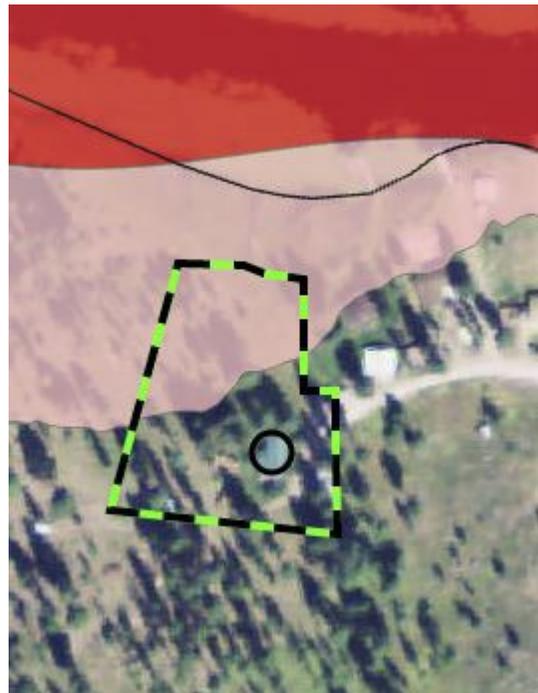
Zoning

None

Flood Hazard

The shoreline frontage is subject to seasonal fluctuation in water depth. The shoreline up through about half of the site is in the 100-year floodplain based on information available.

Flood Hazard Photo



**Changes in DFIRM**

Current FEMA 2015 Floodplain  


Preliminary Floodplain

**Preliminary Flood Zones**

-  Zone AE (100 YR Floodplain - With Elevations)
-  Zone AE (100 YR Floodway)
-  Unshaded X (Out of Designated Floodplain)
-  SHADED-X (500 YR Floodplain Only)

Visibility	Visible to neighboring cabin sites in the cul-de-sac and cabin sites across the river on the east shore.
Viewshed	Clearwater River and neighboring cabin site on both sides of the river as well as views of mountains.
Wetlands	Entire shoreline is covered in marshy wetlands.
Environmental Issues	None known
Easements/Encroachments	DNRC has an easement across the subject property for maintenance of an adjacent parcel.
Offsite Improvements	Improved dirt road; Shoreline Court
Onsite Improvements	Outhouse, partial barbed wire fence, dock, garage, several outbuildings, and a pump house
Date of Value	7/8/22
Legal Description	C.O.S. 5140, PARCEL 24, SEELEY LAKE OUTLET W STATE LEASE NO 3060967
DNRC Sale Number	2024

## Improvement Description:

Improvement Description	
Number of Units	1
Number Stories	2
Type	Detached
Quality	Average
Year Built	1975
Condition	Average
Design	Conventional
Effective Age	10
Bathrooms	2
Finished Area Above Grade SF	2,219
Basement SF	0
Basement Finish SF	0
Attic	0
Foundation	Concrete
Exterior Walls	Wood
Roofing	Metal
Specialty Siding Elements	None
Gutters and Downspout	None
Window Type	Vinyl
Window Screens	Yes
Fireplace	1
Woodstove	0
Refrigerator	Yes
Range/Oven	Yes
Microwave	Yes

Dishwasher	Yes
Washer/Dryer	Yes
Disposal	No
Room Count Total	6
Above Grade Bedrooms	3
Below Grade Bedrooms	0
Above Grade Baths	2
Below Grade Baths	0
Other Interior Living Area	0
Settlement	None noted
Sump Pump	None
Evidence of Infestation	None noted
Dampness	None noted
EBB	No
Electric Wall Heaters	No
Forced Air Furnace	Yes
Cooling System	No
Window Units	No
Central AC	No
Floors	Engineered and carpet
Walls	Painted drywall and some T&G
Trim/Finish	Wood
Ceiling Finish	Painted drywall and some T&G
Bath Floor	Main floor: Engineered Upstairs: Tile
Bath Wainscot	Main floor: Fiberglass Upstairs: Tile
Decks, Porches and Patios S.F	1,687
Garage S.F	936

Other External Living Area S.F.	0
Outbuildings S. F.	762
Dock S. F.	321
Boathouse S. F.	0
Seawall/Retaining Wall	0

Comments

The property sits at the end of Shoreline Court in a cul-de-sac where Shoreline Court ends at the subject's driveway. The subject property owner currently controls a grazing lease on the state-owned land adjacent to the west of the property. Should the subject owner relinquish that agricultural lease, DNRC will require physical access across the subject from Shoreline Court to the leased site on the west. This appraisal assumes DNRC maintenance access and secondary lessee access from Shoreline Court to the leased area across the existing roads found on the subject.

Owner purchased improvements five years ago for \$265,000. Since the purchase, the owner has put in all new flooring, new windows, interior & exterior paint, added new barn doors between the dining and mudroom and the utility and living room, updated downstairs bath with new tub & shower, added some custom wall treatments and built all new, fully covered decks. The lower deck wraps around the entire building and the upper deck is on the north side overlooking the river. The kitchen has an island with an oven/range. Kitchen and dining areas have a vaulted ceiling with exposed beams and a mix of painted drywall and T&G walls/ceiling. There is a sliding glass door leading from the dining area to the covered deck. The living room has an exposed beam with one support beam coming down the center. There is a sliding glass door leading to the deck which overlooks the water. The upstairs bath has a full tub and skylight. There are three large storage areas upstairs, with one being large enough for an extra sleeping area. The master bedroom has a sliding glass door that leads out to the covered upper deck, which overlooks the water. There are stairs on the west side of the deck leading down to the lower deck.

There are several storage buildings on the site, one of which is currently used as a tack room, appears to once have been a bunkhouse. The subject is mainly covered with manicured lawn and mature trees. The entire shoreline is covered in marsh and not accessible. There is a wood, pier style dock that leads to a wood floating section of dock. The water is shallow with lily pads all around it.

**Value Indications:**

Land Value	\$220,000
Sales Comparison Approach	\$700,000
Final Opinion of Value - Real Property	\$700,000
Final Opinion of Value - Personal Property	\$480,000
Effective Date	7/8/2022

**Record Owner:**

The property is found to be under the ownership of the State of Montana, DNRC School Trust Land. The site is currently leased. The Lessee is identified below:

Lessee: Patrick Hayes.

**Sales History:**

The subject improvements have been under the same family ownership for a period exceeding three years.

**Location of Property:**

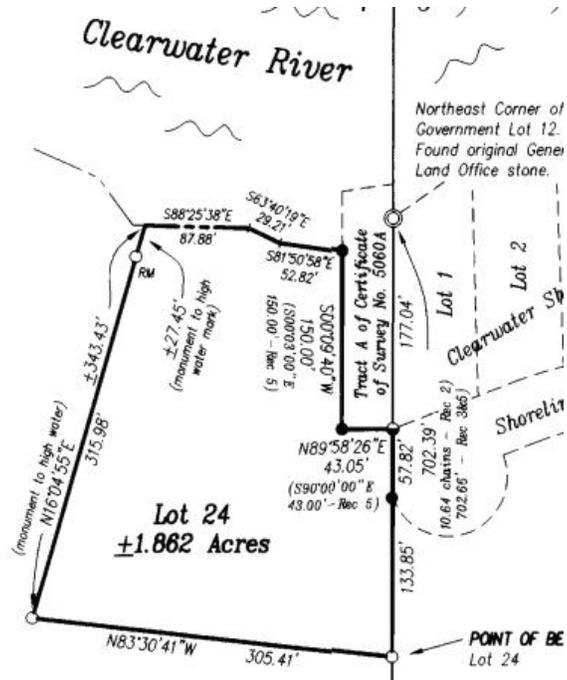
The subject property is situated on the westerly side of the Clearwater River outlet from Seeley Lake at the end of Shoreline Court.

**Legal Description:**

The site is legally identified through client records as:

*Lot 24, Seeley Lake Outlet W, COS 5140, Section 4, Township 16 N, Range 15 W.*

**Plat Map:**



**Subject Photographs:**



Exterior view of the subject property as seen from near the water frontage.



Interior view of the subject kitchen.



Interior view of the living room.



Exterior view of the main entrance on the northerly elevation.

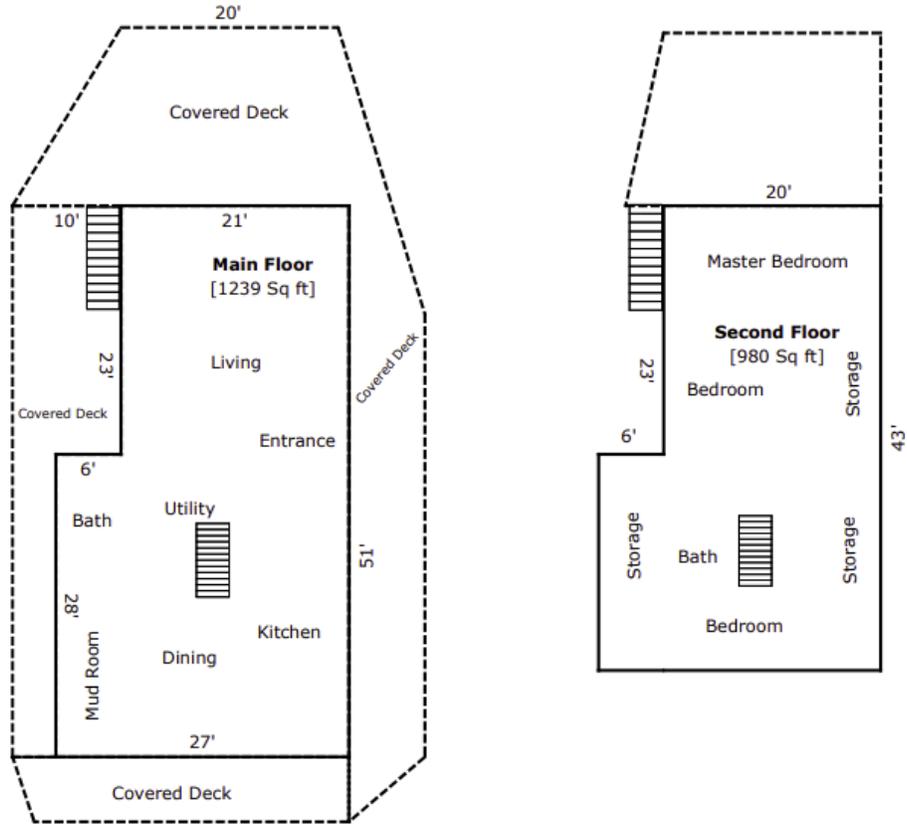


View looking in a northerly direction at the end of the dock/gangway.



View from near the end of the dock looking in a westerly direction toward the cabin.

**Building Sketch:**



## Land Value:

Categories	Subject Property	Land Sale #1	Adjustments	Land Sale #2	Adjustments	Land Sale #6	Adjustments
<b>Address/Sale Price</b>	<b>298 Shoreline Court</b>	<b>Lot 12 River Watch Trail</b>	<b>\$104,900</b>	<b>520 Overland</b>	<b>\$175,000</b>	<b>430 Wagon Wheel</b>	<b>\$125,000</b>
Price Acre		\$42,816		\$125,899		\$71,023	
Per SF		\$0.98		\$2.89		\$1.63	
Property Rights Conveyed	Fee Simple	Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0
Financing Terms	Cash Equivalent	Cash	\$0	Cash	\$0	Cash	\$0
Conditions of Sale	Market	Market	\$0	Market	\$0	Market	\$0
Expenditures Made Immediate to Sale	None	None	\$0	None		None	\$0
Improvement Value							
Sale Date/Market Conditions	7/8/2022	1/10/2020	\$58,867	3/22/2021	\$45,592	6/26/2020	\$54,741
Time Lapse		30		16		24	
Adjusted Sale Price	N/A		\$163,767		\$220,592		\$179,741
Adjusted Price (\$/Ac)	N/A		\$66,844		\$158,699		\$102,125
<b>Adjustments:</b>							
Location	Seeley Lake outlet; west side of Clearwater River. Property has frontage to Clearwater River, on west shore.	South of Salmon Lake, Black Lake frontage		South of Seeley Lake Clearwater River frontage.		South of Seeley Lake Clearwater River frontage.	
Size (SF)	81,109	106,722		60,548		76,666	
Size (Ac)	1.86	2.45		1.39	Similar	1.76	Similar
FF	169.91	315.56		236.82		260.00	
Access	Property has physical and legal access.	County/gravel		County/gravel		County/gravel	
Topography	Mostly level to slight slope	Sloping		Mostly level.		Mostly level.	
Utilities	Electric, city water, private septic, propane	Telephone, electric.		Telephone, electric.		Telephone, electric.	
Zoning/Land Use	None	None		None		None	
Vegetation/Tree Cover	Good mix of trees and lawn	Good tree cover.		Good tree cover.		Good tree cover.	
Corner Lot	No	No		No		No	
Flood Hazard	The shoreline frontage is subject to seasonal fluctuation in water depth. The shoreline up through about half of the site is in the 100-year floodplain based on information available.	None		None		None	
Improvements	None	Yes	Above	Yes		Yes	
Common Area	None	Yes		Yes		Yes	
<b>Net Adjustments</b>			\$0		\$0		\$0
<b>Indicated Value</b>			\$163,767		\$220,592		\$179,741
<b>Implied Subject Per Acre</b>			\$87,952		\$118,470		\$96,531

## Reconciliation:

The overall range of indications is from a low of \$163,767 to an upper end of \$220,592. The subject property represents a gently sloping lot near the southerly end of the outlet. It has access to city water with a private septic system. This is a good quality lot at the end of a cul-de-sac with easy access to the community of Seeley Lake. The final conclusion of value is estimated at \$220,000.

## Sales Comparison Approach:

Sale #	Subject		Sale No. 1		Sale No. 2	
Address/Location	298 Shoreline Court	640 Grayling Drive	Adjustment		120 Cougar	Adjustment
Sale/List Price	N/A	\$300,000	\$0		\$360,000	\$0
Overall \$/SF	N/A	\$259.74	\$0		\$360.72	\$0
Improvement Only \$/SF	N/A	\$203.46	\$0		\$295.59	\$0
Original List Price	N/A	\$300,000	\$0		\$359,800	\$0
DOM	N/A	30	\$0		142	\$0
Date of Sale	7/8/2022	8/6/2021	\$353,630		11/10/2021	\$404,876
Concessions	N/A	None	\$0		None	\$0
Site (FF)	169.91	n/a	In Site Value		n/a	In Site Value
Site Value	\$220,000	\$100,000	\$120,000		\$85,000	\$135,000
Quality	Average	Average	\$0		Average	\$0
Design	Conventional	Wood frame	\$0		Wood frame	\$0
Year Built	1975	1982	See Eff. Age		1979	See Eff. Age
Effective Age	10	18	\$34,182		18	\$42,909
Bathrooms	2.0	1.0	\$5,000		1.0	\$5,000
Above Grade SF	2,219	1,155	\$106,400		998	\$122,100
Below Grade SF	0	0	\$0		0	\$0
Below Grade Finish	0	0	\$0		0	\$0
Fireplaces	1	1	\$0		1	\$0
Deck/Porch/Patio(s)	1,687	60	\$32,540		234	\$29,060
Garage (SF)	936	672	\$10,560		0	\$37,440
Other Living Area	0	0	\$0		0	\$0
Outbuildings	762	0	\$7,620		96	\$6,660
Dock (SF)	321	0	\$9,630		0	\$9,630
Boathouse (SF)	0	0	\$0		0	\$0
Site Utilities	Electric, city water, private septic, propane	Elec., phone, sewer, well	\$0		Elec., phone, city water/septic	\$0
Onsite Improvements	Outhouse, partial barbed wire fence, dock, garage, several outbuildings, and a pump house	Landscaping, driveway	\$0		Landscaping, driveway	\$0
Offsite Improvements	Improved dirt road; Shoreline Court	County road access	\$0		County road access	\$0
Total Adjustments			\$325,932			\$387,799
<b>Adjusted Indication-Overall</b>			<b>\$679,562</b>			<b>\$747,799</b>
<b>Adjusted Indication-Improvements Only</b>			<b>\$459,562</b>			<b>\$527,799</b>

Sale #	Subject	Sale No. 3		Sale No. 4	
Address/Location	298 Shoreline Court	1091 Tamarack	Adjustment	152 Chipmonk	Adjustment
Sale/List Price	N/A	\$395,000	\$0	\$424,500	\$0
Overall \$/SF	N/A	\$914.35	\$0	\$405.83	\$0
Improvement Only \$/SF	N/A	\$763.89	\$0	\$343.69	\$0
Original List Price	N/A	\$389,000	\$0	\$459,900	\$0
DOM	N/A	90	\$0	100	\$0
Date of Sale	7/8/2022	11/18/2021	\$442,503	10/29/2021	\$0
Concessions	N/A	None	\$0	None	\$0
Site (FF)	169.91	n/a	In Site Value	n/a	In Site Value
Site Value	\$220,000	\$85,000	\$135,000	\$85,000	\$135,000
Quality	Average	Average		Average	Offsets
Design	Conventional	Wood frame	\$0	Wood frame	\$0
Year Built	1975	1992	See Eff. Age	1977	See Eff. Age
Effective Age	10	12	\$17,444	15	\$32,682
Bathrooms	2.0	1.0	\$5,000	1	\$5,000
Above Grade SF	2,219	628	\$159,100	1,046	\$117,300
Below Grade SF	0	0	\$0	0	\$0
Below Grade Finish	0	0	\$0	0	\$0
Fireplaces	1	0	\$10,000	1	\$0
Deck/Porch/Patio(s)	1,687	390	\$25,940	409	\$25,560
Garage (SF)	936	840	\$3,840	1,020	-\$3,360
Other Living Area	0	0	\$0	0	\$0
Outbuildings	762	0	\$7,620	128	\$6,340
Dock (SF)	321	0	\$9,630	0	\$9,630
Boathouse (SF)	0	0	\$0	0	\$0
Site Utilities	Electric, city water, private septic, propane	Elec., phone, city water/septic	\$0	Elec., phone, city water/septic	\$0
Onsite Improvements	Outhouse, partial barbed wire fence, dock, garage, several outbuildings, and a pump house	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0	Landscaping, paved drive, UGS, 50 Amp pedestal	\$0
Offsite Improvements	Improved dirt road; Shoreline Court	County road access	Offsets	County road access	\$0
Total Adjustments			\$373,574		
<b>Adjusted Indication-Overall</b>			<b>\$768,574</b>	<b>\$328,152</b>	
<b>Adjusted Indication-Improvements Only</b>			<b>\$548,574</b>	<b>\$532,652</b>	

Sale No.	Adjusted Indication - Overall	Adjusted Indication - Improvements Only	Per SF
Sale No. 1	\$679,562	\$459,562	\$207.10
Sale No. 2	\$747,799	\$527,799	\$237.85
Sale No. 3	\$768,574	\$548,574	\$247.22
Sale No. 4	\$752,652	\$532,652	\$240.04

Overall	
Minimum	\$679,562
Maximum	\$768,574
Mean	\$737,147

The overall range of indications is from a low of \$679,562 to an upper end of \$768,574. The arithmetic mean of all for sales is \$737,147.

Sale #	Subject	Sale No. 5	
Address/Location	298 Shoreline Court	122 Pyramid Loop	Adjustment
Sale/List Price	N/A	\$525,000	\$0
Overall \$/SF	N/A	\$976.37	\$0
Improvement Only \$/SF	N/A	\$167.91	\$0
Original List Price	N/A	\$549,000	\$0
DOM	N/A	90	\$0
Date of Sale	7/8/2022	11/30/2021	\$584,692
Concessions	N/A	None	\$0
Site (FF)	169.91	n/a	In Site Value
Site Value	\$220,000	\$100,000	\$120,000
Quality	Average	Good	\$0
Design	Conventional	Wood frame	In Quality
Year Built	1975	2008	See Eff. Age
Effective Age	10	10	\$0
Bathrooms	2.0	3	-\$2,500
Above Grade SF	2,219	2,048	\$17,100
Below Grade SF	0	1,024	-\$35,840
Below Grade Finish	0	1,024	\$0
Fireplaces	1	1	\$0
Deck/Porch/Patio(s)	1,687	591	\$21,920
Garage (SF)	936	0	\$37,440
Other Living Area	0	0	\$0
Outbuildings	762	0	\$7,620
Dock (SF)	321	0	\$9,630
Boathouse (SF)	0	0	\$0
Site Utilities	Electric, city water, private septic, propane	Elec., phone, sewer, water	\$0
Onsite Improvements	Outhouse, partial barbed wire fence, dock, garage, several outbuildings, and a pump house	Driveway	\$0
Offsite Improvements	Improved dirt road; Shoreline Court	County road access	\$0
Total Adjustments			\$175,370
<b>Adjusted Indication-Overall</b>			<b>\$760,062</b>
<b>Adjusted Indication-Improvements Only</b>			<b>\$540,062</b>

Sale No. 5 is a property that compares better in terms of overall living area. However, this sale also includes 1,024 ft.<sup>2</sup> of finished basement area. This sale is slightly better in overall quality as compared to the subject property and would help set the upper end of the range with an indication of \$760,062.

The final conclusion is estimated at \$700,000. That takes into account the bulk of the information. The sales range from a low of \$769,562 to an upper end of \$768,574.

Indicated Value	\$700,000
Land Value	\$220,000
Personal Property	\$480,000
Per SF	\$216.31

## Appraisers Certification

The undersigned does hereby certify that (except as otherwise noted in this appraisal report):

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
4. I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. As of the date of this report, Nicholas J. Hogan, MAI has completed the continuing education program of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. This report is in compliance with applicable regulations governing appraisal services and appraisal reporting requirements for the State of Montana.

14. I made a physical inspection of the property appraised and the property owner was given the opportunity to accompany me on the property inspection.

**Valuations:**

Sale No	Acres	Legal Description Lessee	Address	Land Value	Personal Property
2022	0.861	Lot 9, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W DPB IV & ASB Buckley Living Trust	2000 Snowmass Drive	\$200,000	\$375,000
2023	1.166	Lot 16, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Linda & Priyanka Fernando	1702 Snowmass Drive	\$100,000	\$125,000
2025	1.166	Lot 17, Seeley Lake Outlet W, COS 5140 Section 4, T16N-R1W Courtland & Lydia Perry	1658 Snowmass Drive	\$200,000	\$200,000
2026	0.806	Lot 18, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Cathy E. Wilson	1616 Snowmass Drive	\$200,000	\$250,000
2024	1.862	Lot 24, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W Patrick Hayes	298 Shoreline Court	\$220,000	\$480,000




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NICHOLAS J. HOGAN, MAI  
 MT General Certified REA-REG-LIC 370  
 Expires 3/31/23

# **ADDENDA**

## **ASSUMPTIONS AND LIMITING CONDITIONS**

By this notice, all persons and firms reviewing, utilizing or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report, they are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value indication for the subject property based upon the appraiser's observations as to the subject property and the local and/or regional real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

**1. LIMIT OF LIABILITY:**

The liability of the firm HALL - WIDDOSS AND COMPANY, P.C. and employees and affiliated independent contractors is limited to the CLIENT ONLY AND TO THE FEE ACTUALLY RECEIVED BY APPRAISER (TOTAL PER APPRAISAL). 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 assignment and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements of any type in such suit, regardless of outcome, client will hold Appraiser completely harmless in any such action.

**2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:**

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of HALL - WIDDOSS AND COMPANY, P.C. for the use of the client; the fee being for the analytical services only.

The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; HOWEVER, selected portions of this appraisal report shall NOT be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the Appraiser.

**3. CONFIDENTIALITY:**

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made. The Appraiser may not divulge the material (evaluation) contents of this report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena. Sales information obtained during the course of this appraisal assignment is the Appraiser's and it can be used or exchanged without consent of the client.

**4. TRADE SECRETS:**

This appraisal was obtained from HALL - WIDDOSS AND COMPANY, P.C. and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosures under 5 U.S.C. 552 (b) (4). Notify the Appraiser(s) signing report or a principal in Hall - Widdoss and Company, P.C. for any request to reproduce this appraisal in whole or in part.

**5. INFORMATION USED:**

No responsibility is assumed for accuracy of information furnished by work of or work by others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with Hall - Widdoss & Company, P.C. and possibly signing the report are independent contractors.

The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgement and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds for subject property.

**6. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE:**

The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is payable prior to delivery of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

**7. EXHIBITS:**

The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

**8. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL NATURE HIDDEN COMPONENTS, SOIL:**

The Appraiser and/or firm has no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the Appraiser. Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy nor soils and potential for settlement, drainage, and such (seek legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds; further it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause loss of value. The land or the soil of the area being appraised appears firm, however, subsidence in the area is unknown. The Appraiser (singular or plural) does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. The Appraiser and firm have no responsibility for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgement may be made by us to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for subject age and type.

If the Appraiser has not been supplied with a deficiency or hazard inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The Appraiser has no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

**9. LEGALITY OF USE:**

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

**10. COMPONENT VALUES:**

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

**11. AUXILIARY AND RELATED STUDIES:**

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report.

**12. DOLLAR VALUES, PURCHASING POWER:**

The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of dollar as of the date of value estimate.

**13. INCLUSIONS:**

Furnishings and equipment or personal property or business operations except as specifically indicated and typically considered as part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined and essentially integrated to comprise the property in total, i.e. Hotels/Motels.

**14. PROPOSED IMPROVEMENTS, CONDITIONED VALUE:**

Improvements proposed, if any, on or off-site, as well as any repairs required are considered, for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the Appraiser(s). In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown which is indicative of a hypothetical condition or an extraordinary assumption.

**15. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER:**

The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace. In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser(s) interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change as the market and value is naturally dynamic. "The Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised. Appraisal report and value estimate are subject to change if physical or legal entity or financing is different than that envisioned in the report.

**16. MANAGEMENT OF THE PROPERTY:**

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management; neither inefficient nor super-efficient.

**17. CONTINUOUS EDUCATION:**

The Appraisal Institute conducts a voluntary and a mandatory program of continuing education for its designated members depending upon date of membership. Those who meet the minimum standards of this program are awarded periodic educational certification. Please refer to the Appraisers Certification for compliance with the Appraisal Institute's requirements addressing continuing education.

**18. FEE:**

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount of payment of fee for services is not contingent on any result, approval amount or other estimates or statements.

**19. AUTHENTIC COPIES:**

The authentic copies of this report are signed in blue ink and have embossed type seal. Any copy that does not have the above is unauthorized and may have been altered.

**20. INSULATION AND TOXIC MATERIALS:**

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, 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 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 client is urged to retain an expert in this field, if desired.

**21. REVIEW:**

Unless otherwise noted herein, any named Review Appraiser from Hall - Widdoss and Company, P.C. has reviewed the report as to general appropriateness of technique and format, and has agreed to accept full responsibility for the contents and conclusions noted therein.

**22. CHANGES, MODIFICATIONS:**

The Appraiser(s) and/or principals of Hall - Widdoss and Company, P.C., reserve the right to alter statements, analyses, conclusions or any value estimate(s) in the appraisal if there becomes known to us facts pertinent to the appraisal process which were unknown to us when the report was finished.

**23. AFTER TAX ANALYSIS AND/OR VALUATION:**

Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or estimating possible returns on investment at an assumed value or price paid; note that the Appraiser(s) does not claim expertise in tax matters and advises client and any other using the appraisal to seek competent tax advice as the Appraiser(s) is in no way to be considered a tax advisor or investment advisor.

**24. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT BY CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS. APPRAISER LIABILITY EXTEND ONLY TO STATED CLIENT, NOT TO SUBSEQUENT PARTIES OR USERS OF ANY TYPE, AND THE TOTAL LIABILITY OF APPRAISER AND FIRM IS LIMITED TO THE AMOUNT OF FEE RECEIVED BY HALL - WIDDOSS & COMPANY.**

**FOR DNRC USE ONLY**Amount under this Agreement: \$4,687.50Source of Funds

<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	6049-51	50%
	6048-03	50%

Approved

 No. 225126  
 Division RW  
 Legal MP  
 F.S.O. GU


**TRUST LAND MANAGEMENT DIVISION  
 APPRAISAL OF POTENTIAL CABIN/HOME SITE SALE PROPERTIES IN MISSOULA 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, Nicholas J. Hogan, Hall-Widdoss & Co. P.C., (Contractor), whose address and phone number are 1001 SW Higgins Avenue, Suite 201 Missoula, MT 59803 and (406) 721-3822.

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

**1.1 Contract Term.** The contract's initial term is upon contract execution, through September 30, 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 11<sup>th</sup> Avenue, Helena, MT 59620-1601 by August 31, 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 Missoula 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 \$4,687.50.

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 Four Thousand Six Hundred Eighty-Seven dollars and 50/100 (\$4,687.50).

**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.

Seth Goodwin Real Estate Specialist, is the State's liaison.

Address: PO Box 201601

Helena, MT 59620-1601

Telephone: (406) 444-1445

Fax: (406) 444-2684  
E-Mail: [seth.goodwin2@mt.gov](mailto:seth.goodwin2@mt.gov)

Nicholas J. Hogan, Hall-Widdos & Co. P.C., is the Contractor's liaison.  
Address: 1001 SW Higgins Avenue, Suite 201  
Missoula, MT 59803  
Telephone: (406) 721-3822  
E-Mail: [nick.hogan@gmail.com](mailto:nick.hogan@gmail.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 13-20. 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**

**Nicholas J. Hogan  
Hall-Widdoss & Co. P.C.  
1001 SW Higgins Avenue, Suite 201  
Missoula, MT 59803  
FEDERAL ID #: 81-0474268**

BY: Ryan Weiss Bureau Chief  
(Name/Title)

BY: Nick Hogan Attorney in Fact  
(Name/Title)

DocuSigned by:  
Ryan Weiss  
(Signature)

DocuSigned by:  
Nick Hogan  
(Signature)

DATE: 6/21/2022

DATE: 6/21/2022

## **ATTACHMENT A**

# **Scope of Work for Appraisals of Potential Property Sales 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 Seeley Lake Outlet West, Missoula 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 Lessees DPB IV & ASB Buckley Living Trust, Linda & Priyanka Fernando, Patrick Hayes, Courtland & Lydia Perry, and Cathy E. Wilson. 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 properties. The appraisal is to conform to the latest edition of USPAP, and the opinion of value must be credible. The appraiser is to physically inspect the subject properties at a level that will allow the appraiser to render a credible opinion of value about the properties. 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 5 (five) cabin sites 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 Missoula County:**

<b>Sale #</b>	<b>Acres ±</b>	<b>Legal Description</b>	<b>Site Address (if known)</b>
2022	0.861±	Lot 9, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	2000 Snowmass Dr., Seeley Lake, MT
2023	1.166±	Lot 16, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	1702 Snowmass Dr., Seeley Lake, MT
2024	1.862±	Lot 24, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	298 Shoreline Court, Seeley Lake, MT
2025	1.166±	Lot 17, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	1658 Snowmass Dr., Seeley Lake, MT
2026	0.806±	Lot 18, Seeley Lake Outlet W, COS 5140, Section 4, T16N-R15W	1616 Snowmass Dr., Seeley Lake, MT

**DNRC Contact Information:**

Deidra Kloberdanz, Lands  
Section Supervisor  
PO Box 201601  
Helena, MT 59620-1601  
Phone: (406) 444-4165  
Fax: (406) 444-2684  
[Deidra.Kloberdanz@mt.gov](mailto:Deidra.Kloberdanz@mt.gov)

**Lessees:**

Sale 2022: DPB & ASB Buckley - (406)579-1738  
Sale 2023: Linda & Priyanka Fernando – (406)360-6524  
Sale 2024: Patrick Hayes – (406)210-1908  
Sale 2025: Courtland & Lydia Perry – (406)241-9324  
Sale 2026: Cathy E. Wilson – (406)491-5221; (406)846-3186

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

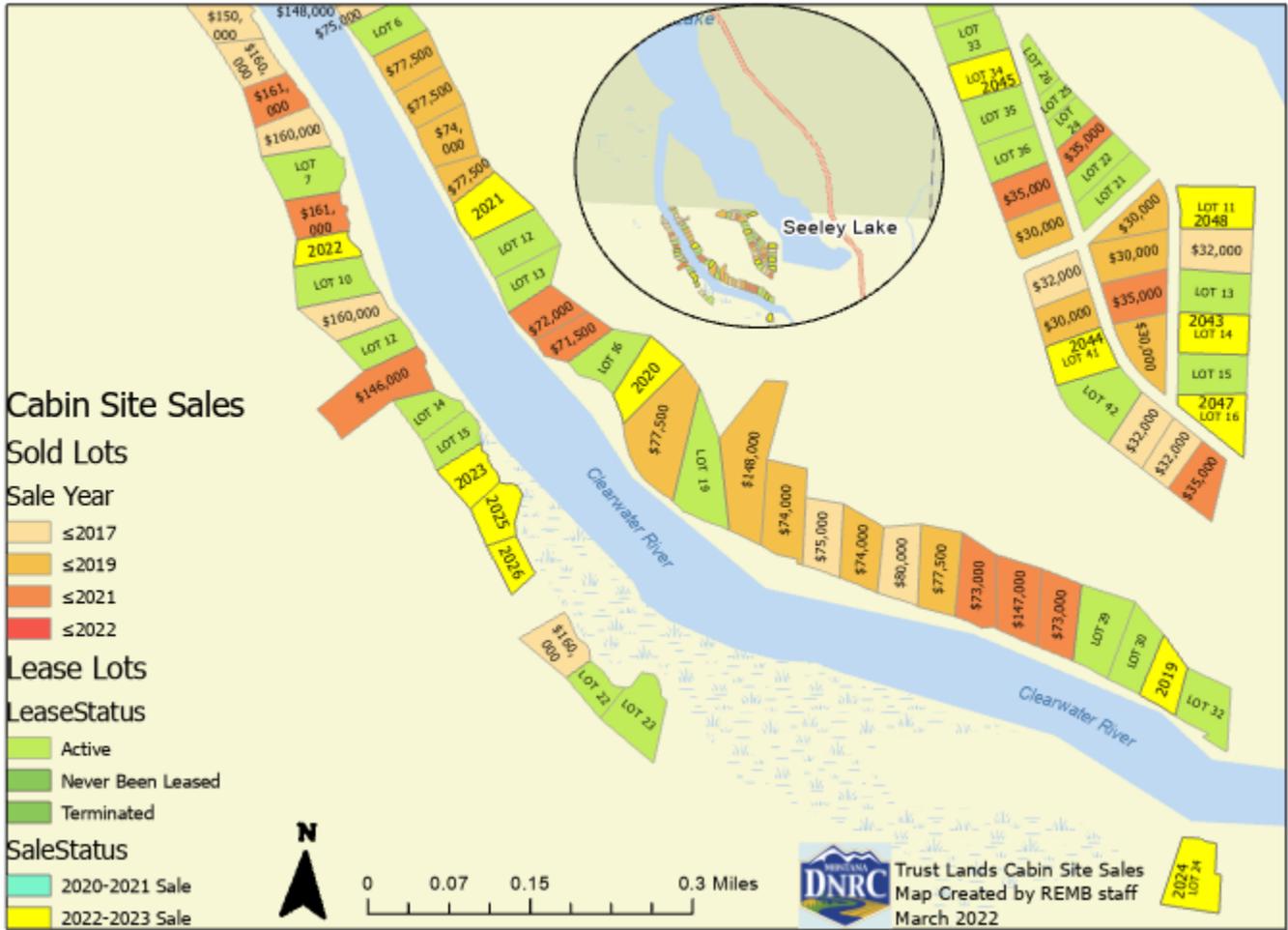
The appraisal report will be one document containing the parcel data and the analysis, opinions, and conclusions of value(s) for the parcel(s). If deemed necessary by the contractor rather than including the specific market data in the appraisal report, a separate addendum may be submitted containing 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,

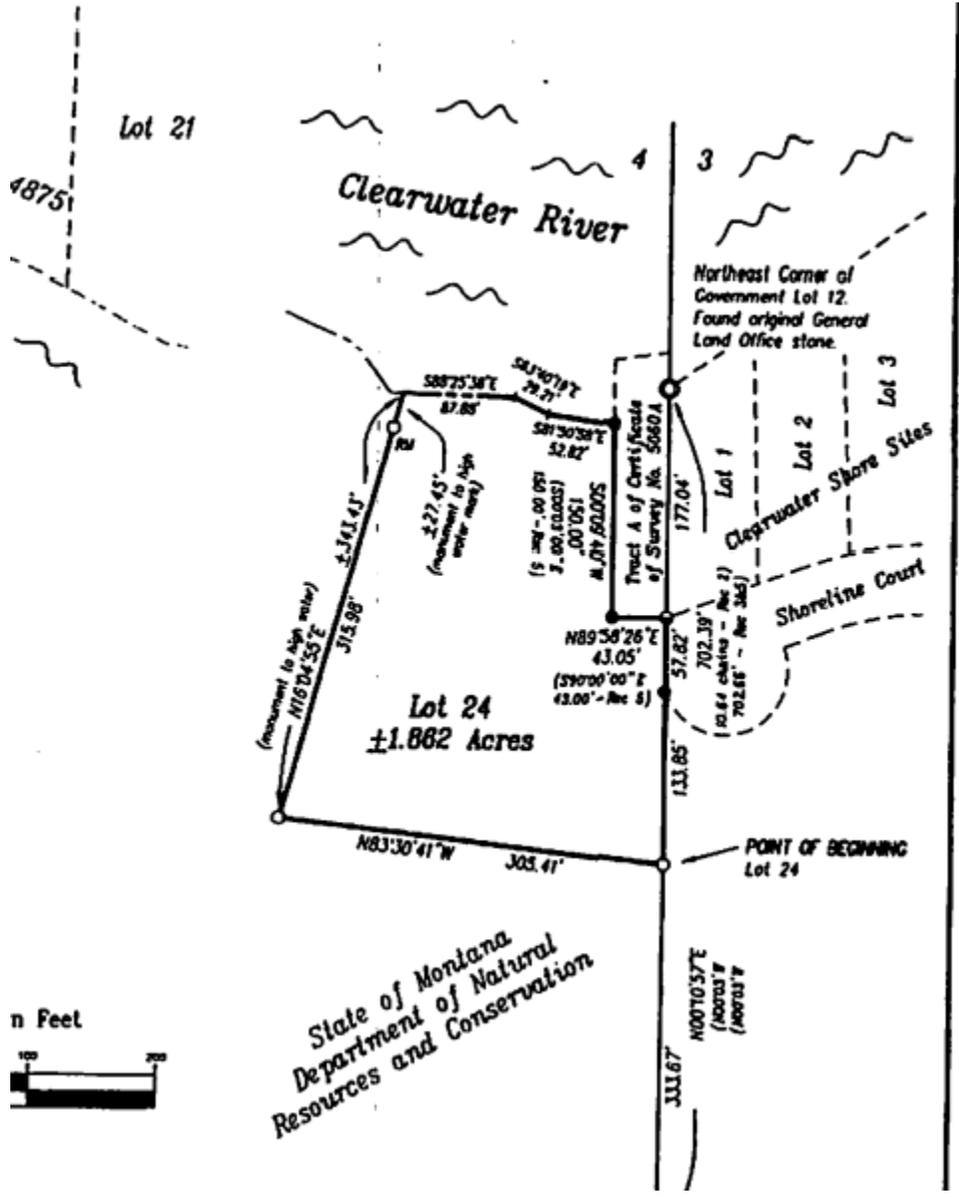
surveys (if any). The local land office will provide the contact information to the appraiser, if necessary, in order for the appraiser to obtain access to the property.

## Location Map of Parcels Missoula County Sales





# Sale 2024 Lot 24





## **APPRAISER QUALIFICATIONS - NICHOLAS J. HOGAN, MAI**

### **APPRAISAL AND RELATED BUSINESS EXPERIENCE:**

January 1, 1994 to Present: Staff Appraiser for HALL - WIDDOSS & COMPANY, P.C. Work covers appraisals and consultation for all types of property in the same territory noted above.

June 1, 1992 to December 31, 1993: Intern and Apprentice for HALL - WIDDOSS & COMPANY, P.C., a Real Estate Appraisal and Consulting business primarily covering the States of Montana and Wyoming. The firm specializes in urban investment property, recreational and development land appraisals. Appraisal work involves land, residential and multi-family properties, as well as research and assistance for various other property types. Work comprises value estimates for loan purposes, estate planning, marketing, condemnation, accounting requirements and various others.

### **EDUCATION:**

University of Montana – Bachelor of Science in Business Administration (12/92)

#### **Appraisal Institute Courses and Seminars**

- 110 Appraisal Principles
- 120 Appraisal Principles
- 310 Basic Income Capitalization
- 510 Advanced Income Capitalization
  
- 520 Highest and Best Use/Market Analysis
- 530 Advanced Sales Comparison & Cost Approaches
- 540 Report Writing and Valuation Analysis
- Conservation Easement & Partial Interests
- Yellow Book

#### **Court Testimony**

Montana 6<sup>th</sup> Judicial Court  
District of Montana Bankruptcy Court  
9<sup>th</sup> Judicial Circuit Court, Kalamazoo, MI  
US Bankruptcy Court Western District of  
Washington  
Silver Bow County District Court

### **PROFESSIONAL AFFILIATIONS:**

Member Appraisal Institute – MAI No. 12400  
Montana General Certificate No. REA-RAG-LIC-370  
Wyoming Certified Real Estate Appraiser Permit No. 1090  
Idaho General Certified Appraiser No. CGA-3332

### **REPRESENTATIVE CLIENTS:**

#### **US & State**

Federal Aviation Administration  
General Services Administration  
Bureau of Reclamation  
US Forest Service  
Office of Valuation Services  
Justice Department  
US Highway Administration  
US Army Corp of Engineers  
City of Missoula/Missoula County  
City of Bozeman  
Montana Department of Transportation  
Montana Fish Wildlife & Parks  
Missoula County  
Idaho Department of Lands

#### **Other Clients**

First Interstate Bank  
Nature Conservancy  
Mountain West Bank  
US Bank  
Bank of America  
Sterling Savings Bank  
Treasure State Bank  
Big Sky Western Bank  
Rocky Mountain Bank  
Glacier Bank  
Five Valleys Land Trust  
Catholic Church – Diocese of Helena  
Sisters of Providence, Billings & Missoula  
Montana Environmental Trust Group



**State of Montana**  
Business Standards Division  
Board of Real Estate Appraisers

This certificate verifies licensure as:

**CERTIFIED GENERAL APPRAISER**

**REA-RAG-LIC-370**

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

**NICHOLAS J HOGAN**  
**HALL-WIDDOSS AND COMPANY PC**  
**1001 SW HIGGINS STE 201**  
**MISSOULA, MT 59803**



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.**