# APPRAISAL REPORT

MARKET VALUE APPRAISAL OF THE PARN TIDELANDS LEASE OF 66.5 ACRES, PORTION OF ATS 4, LOTS 11 & 12, BLOCK 44 AND PORTION OF LOT 7, BLOCK 45, SKAGWAY, ALASKA



(20180314\_144906)

PREPARED FOR: Michelle Gihl, Deputy Clerk

Municipality of Skagway

P.O. Box 415

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**PREPARED BY:** William G. Ferguson

HORAN & COMPANY, LLC

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**EFFECTIVE DATE:** March 14, 2018

**REPORT DATE**: June 14,2018

**OUR FILE No.**: 18-036

# NOT APPROVED HORAN & COMPANY

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Valua

June 14, 2018

Michelle Gihl, Deputy Clerk Municipality of Skagway P O Box 415 Skagway, Alaska 99840

Re: Market Value Appraisal of the PARN Tidelands Lease of 66.5 Acres, Portion of ATS 4, and Lots 11 & 12, Block 44 and Portion of Lot 7, Block 45, Skagway, Alaska; Our File 18-036

Dear Ms. Gihl:

This appraisal is made for the five-year rental adjustment clause in the 1968 leases between Pacific and Arctic Railway and Navigation Company (PARN) and the Municipality of Skagway. The lease for Parcel A is reduced from 70.226 AC to 66.49 AC due to previous relinquishments. These tidelands are appraised in their hypothetical pre-developed state. Parcel B includes small townsite lots along both sides of Broadway that were leased in August 1969, with rental adjustments to be made on every anniversary date with the adjustment of the ore terminal site, Parcel A. Copies of these leases are in the Addenda.

The effective date of the report is March 14, 2018, the most recent inspection date. There is a contract rent rate of 6% of market value according to the lease. Based on the investigation and analysis as outlined in the attached report, the indicated adjusted market values in fee simple interest as of March 14, 2018 are as follows:

		vaiue
Parcel A	66.49 AC Portion of ATS 4 in Pre-development State	\$ 1,895,000
Parcel B	Lots 11 and 12, Blk 44, Ptn Lt 7, Blk 45	\$ 346,500
	Total Market Value 2018	\$2,241,500

Your attention is invited to the attached report, which sets forth the Assumptions and Limiting Conditions, Certification of Appraisal, and the most pertinent data considered and the methodologies used in arriving at the final opinion of value.

Thank you for this opportunity to be of service. Please do not hesitate to call if you have any questions.

Respectfully submitted,

William G. Ferguson
HORAN & COMPANY, LLC

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Subject Photographs Comparables 1 - 4 Subject Leases

Qualifications of William G. Ferguson

## **CERTIFICATION OF APPRAISAL**

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, 1-4and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- I made a personal inspection of the property that is the subject of this report on March 14,
   2018. This is the effective date of the report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- Our office has performed assessment services regarding the subject property within the prior three years, as contract accessors for the Skagway Borough. We also performed an appraisal on the subject property in 2013 for purposes of establishing a lease rate. We have performed no other appraisal services with regard to the subject property in the previous three years.

William G. Ferguson

**APRG 618** 

June 14, 2018

Report Date

March 14, 2018

**Effective and Inspection Date** 

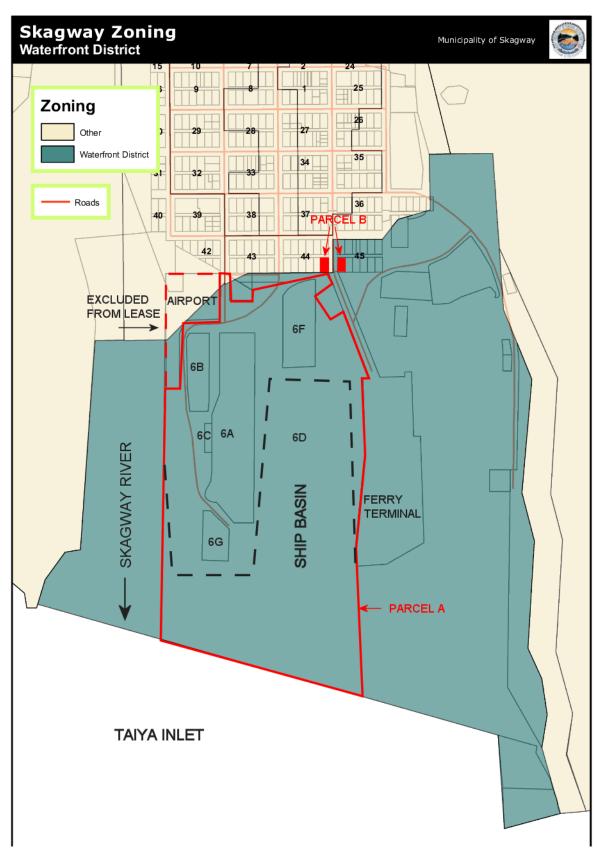


FIGURE 1.0 – SITE LOCATION MAP

# 1 INTRODUCTION

#### 1.1 LOCATION

Both parcels are located southwest of the Skagway townsite. Parcel A is between the Skagway River and Alaska Marine Highway ferry terminal. The three lots in Parcel B are adjacent to the northeast side of Parcel A on the edge of the Skagway townsite.

# Legal

Parcel A originally included a 70.226 AC portion of tidelands in ATS 4 which has been reduced to a 66.5 AC. Parcel B includes Lots 11 and 12, Block 44, and a portion of Lot 7, Block 45, Skagway Townsite.

With regard to Parcel A, Alaska Department of Transportation and Public Facilities (DOT) acquired 3.3246 AC in the northerly corner of Parcel A for the airport expansion. This parcel was further reduced in May 1999 by a lease of 18,000 SF (0.4132 AC) to Howard Smith. This leaves a net area of 66.4882 AC. There have been several subleases of various portions of the site that do not affect the PARN lease obligation, the underlying parcel, or its area. These various sub-parcels are summarized further in the report, but do not impact the property as appraised in its undeveloped condition.

This parcel had several subleases allocated as follows according to the assessor's records:

DOT Tract	3.3246 AC, Airport site, no tax lot number
Tax Lot 6A	6.7000 AC, AIDEA ore terminal site
Tax Lot 6B	1.9900 AC, Petro Marine bulk fuel storage
Tax Lot 6C	0.3700 AC, Bowhead Equipment petroleum storage
Tax Lot 6D	53.540 AC, remainder, PARN dock site, harbor, and open space, not
sublet	
Tax Lot 6E	0.4123 AC, Jim Higgins lease site - excluded from Parcel A lease area
Tax Lot 6F	2.5000 AC, AML Barge landing site
Tax Lot 6G	1.3900 AC, Temsco Helicopters site

# 1.2 PURPOSE OF APPRAISAL; INTENDED USE AND USER

The purpose of this appraisal is to estimate the fair market value of parcels leased to Pacific and Arctic Railway and Navigation Company (PARN) by the City of Skagway, prior to the improvements made to dredge and fill the site per the terms of the tidelands lease dated March 19, 1968. The lease runs for 55 years and the rental amount is adjusted every five years based on "the fair market value of the land, exclusive of any portion of said value created by expenditures by lessee or its successors, but inclusive of any improvements thereon made by the lessor." It is a hypothetical condition of this appraisal that the tidelands are in their predeveloped state.

This appraisal expresses the current annual rent reduced by Parcel A, the DOT taking of the airport area and the relinquishment of the Smith (now Higgins) lease area (Tax Lot 6E). 18-036 / PARN Tidelands Lease Rental Update, Skagway, Alaska

The intended users of this report are the Municipality of Skagway and PARN. The intended use is for the 2018 rental adjustment as specified by the lease. The appraisal is not intended for any other use, nor does it express a value of the property in its "As Is" condition in regards to its current physical characteristics or property rights.

# 1.3 PROPERTY RIGHTS APPRAISED

The property is appraised in fee simple interest subject to encumbrances noted in the site description.

## 1.4 INSPECTION AND EFFECTIVE DATE

The subject property was most recently inspected by William Ferguson on March 14, 2018. This is the effective date of the report.

# 1.5 THREE YEAR PROPERTY HISTORY AND OSTENSIBLE OWNER

On March 19, 1968, the City of Skagway entered into a 55 year lease agreement with PARN. It was agreed that PARN would dredge and fill a portion of the tidelands and make all improvements to the land. In April 1980, PARN sublet a portion of the site to Skagway Terminal Company. I am not aware of the terms, but assume it is not a market transaction as Skagway Terminal Company is ostensibly a subsidiary of PARN.

In July 1990, PARN sublet approximately 6.7 AC to AIDEA who, in agreement with Curragh, rebuilt the existing ore terminal storage building. Curragh paid their portion of the lease to PARN, who then paid the master lease payment to the city. (Tax Lot 6A).

In June 1991, an additional sublease was made to Bowhead Equipment for 0.37 AC (Tax Lot 6C), which was subsequently assigned to AIDEA in November 1992.

In 1995, a 1.99 AC portion of the site plus additional pipeline easements were sublet to Harbor Enterprise Inc., d/b/a Petro Marine Services (Tax Lot 6B).

These subleases appear to have been let with rent as a prorated portion of the ground lease and real estate taxes. There may have been other unidentified considerations.

In January 2001, a 2.5 AC portion of land was leased to Alaska Marine Lines (AML) for a barge landing site (Tax Lot 6F).

In January 2001, a 1.39 AC portion at the outer water edge of the site was leased to Temsco Helicopter for a terminal and helipad site (Tax Lot 6G).

On January 25, 1999, DOT purchased 3.3246 AC in the north corner, known as Parcel 3, Project 71835. The land was appraised at \$715,000 allocated at \$157,000 to the leased fee interest (\$1.08/SF) and \$558,000 to the leasehold interest (\$3.85/SF).

There were no transactions involving Parcel 3, Lots 11 and 12, Block 44, and Portion of Lot 7, Block 45.

The value of Parcel A for the last four rental adjustments was as follows:

March 1998 66.49 AC Appraisal	\$ 1,130,000
March 2003 66.49 AC Appraisal	\$ 1,400,000
March 2008 66.49 AC Appraisal	\$ 1,800,000
March 2013 66.49 AC Appraisal	\$ 1,800,000

## 1.6 SCOPE OF APPRAISAL

The Sales Comparison Approach is used to estimate the market value of the subject. This approach analyzes actual lot sales, listings, or leases, and compares them to the subject on an appropriate unit basis. The comparable information is derived through interviews with knowledgeable participants in the real estate market such as regional appraisers, lenders, other lessors and lessees, and others familiar with the Southeast Alaska real estate market. A search was performed to locate similarly used properties in communities throughout Southeast Alaska. Where property transfers or comparable leased properties were found, we attempted to contact the buyer, seller, lessor, lessee, or other knowledgeable parties to the sale or lease to confirm the details and physical characteristics of the site.

When analyzing a leased parcel, the lease payment is capitalized by the lease percentage to arrive at a value in fee simple interest. These units of comparison were applied to the subject site to indicate a final estimate of fee simple value.

Our office maintains market data information on sales, transfers, and leases on a community basis and by geographic location. Within each of these areas, the data is segmented into commercial and residential properties. Within these divisions, the data is separated by zoning and whether the property is waterfront or upland property.

Over the past five years there have been very few land transactions. Consideration has been made for economic trends and the lack of noted appreciation of commercial and industrial property in the Skagway and related tidelands markets.

# 1.7 ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is expressly made subject to the **hypothetical condition** that the land is as it was in its pre-developed state in 1968, prior to improvements, dredging, fill or construction of buildings on the site. Specifically, the site is assumed to be as described further in this report in that pre-developed condition. The value of property "As Is" would be substantially different without this assumption.

More general assumptions and limiting conditions to which this appraisal report and valuation contained herein are expressly subject to the following assumptions and/or conditions:

 It is assumed that the data, maps and descriptive data furnished by the client or his/her representative are accurate and correct. Photos, sketches, maps, and drawings in this appraisal report are for visualizing the property only and are not to be relied upon for any other use. They may not be to scale.

18-036 / PARN Tidelands Lease Rental Update, Skagway, Alaska

- 2. The valuation is based on information and data from sources believed reliable, correct and accurately reported. No responsibility is assumed for false data provided by others.
- 3. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.
- 4. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of the highest and best use.
- 5. It is assumed that the title to the property is marketable. No investigation to this fact has been made by the appraiser.
- 6. No responsibility is assumed for matters of law or legal interpretation.
- 7. It is assumed no conditions existed that were undiscoverable through normal diligent investigation which would affect the use and value of the property. No engineering report was made by or provided to the appraiser.
- 8. 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.
- 9. The value estimate is made subject to the purpose, date and definition of value.
- 10. The appraisal is to be considered in its entirety, the use of only a portion thereof will render the appraisal invalid.
- 11. Any distribution of the valuation in the report between land, improvements, and personal property applies only under the existing program of utilization. The separate valuations for land, building, and chattel must not be used in conjunction with any other appraisal and is invalid if so used.
- 12. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described herein unless prior arrangements have been made.

# 1.8 TERMINOLOGY

**Market Value** A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined, such as the following:

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all

- conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under duress.
- 2. Market value is described, not defined, in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: 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. Comment: 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:
  - a. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
  - b. the terms of sale (e.g., cash, cash equivalent, or other terms); and
  - c. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to a sale).

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, Pages 141-143

# **Hypothetical Condition**

- 1. A condition that is presumed to be true when it is known to be false. (SVP)
- 2. 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. <a href="Comment: Hypothetical conditions">Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, Page 113

# **Highest and Best Use**

1. H&B Use is defined as: 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 maximum productivity.

The Dictionary of Real Estate Appraisal, 6th ed., Appraisal Institute, Page 109

# **Fee Simple Estate**

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

 ${\it The \, Dictionary \, of \, Real \, Estate \, Appraisal, \, 6th \, Edition, \, Appraisal \, Institute, \, Page \, 90}$ 

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# **Tidelands**

The term "tidelands" will denote all lands that lie below the mean high water mark. These include lands that are awash by normal tidal flows and submerged lands below mean low water. In some cases, the term tidelands applies to grasslands that are only occasionally flooded, or submerged lands.

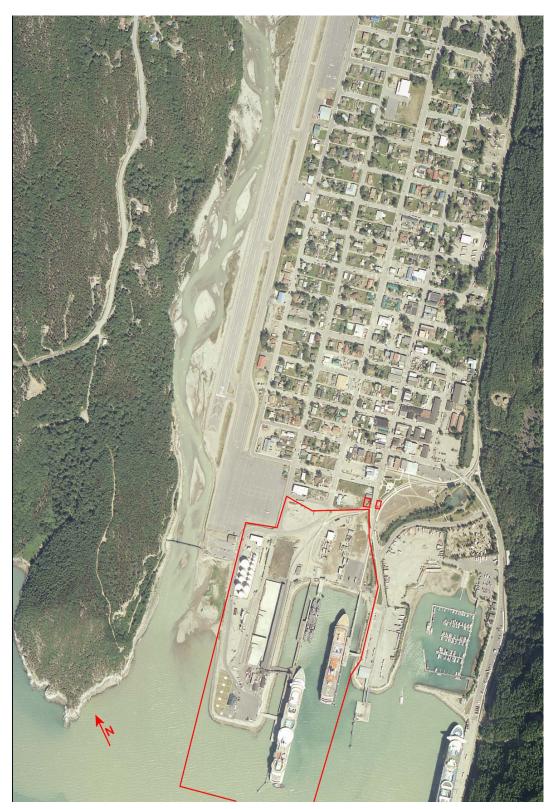


FIGURE 2.1 – SKAGWAY WATERFRONT NEIGHBORHOOD MAP SHOWING SUBJECT PARCELS AND THE TOWNSITE TO THE NORTH

# 2 AREA ANALYSIS

#### 2.1 SKAGWAY AREA ANALYSIS

It is assumed the readers and reviewers of this report are familiar with the social and economic conditions and trends of the Skagway market. Skagway is situated at the northern most point of the inside passage in Southeast Alaska. It has historically been a transportation point connecting these protected waterways to the interior of Alaska and the Yukon Territory. Skagway is about 90 miles northwest of the state capital of Juneau.

# **Economy, Tourism and Real Estate Market**

Skagway is an important tourism destination in Southeast Alaska. The National Park Service presence, preserved historic character, White Pass Railroad, and the historic location of the community all serve to draw a large number of tourists on an annual basis. The increased seasonal demand has caused significant appreciation in general real estate housing and commercial land. Statistics kept for assessment adjustments show that values have gone up about 160% since 1995 for

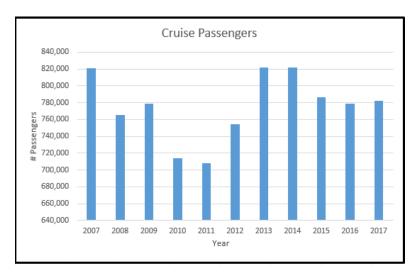


FIGURE 2.2 – CRUISE SHIP PASSENGERS, 2008 - 2017 SOURCE: MUNICIPALITY OF SKAGWAY

real estate land in general and over 200% for land in the central Historic Business District. The suburban Hillside District and Dyea area has not experienced the same level of overall appreciation, with assessment values increasing just 110% in the same time period. There was a 10% decline in 2010 and another 15% decline in 2011 in the assessment values for Skagway's core town land, reflecting the market's reaction to the decline of tourism visitation. Tourism numbers have again been increasing, and assessed values proved stable for 2012 and 2013 and gradually increased in varying degrees 2014-2018, depending on the area.

That being said, the market lease rates for these large tidelands parcels in their pre-developed condition appears to be relatively static as is further discussed in the comparable analysis later in this report.

#### 2.2 NEIGHBORHOOD ANALYSIS

# Parcel A, 66.5 AC Tidelands

The subject site has two of the four large ship wharfs on the Skagway waterfront. This waterfront is the pivotal point of access for Skagway's important transportation economy and as a cruise ship dock location.

The neighborhood is characterized by large industrial uses on the tidelands and waterfront between Taiya Inlet to the southwest and Skagway Townsite to the northeast. The northwest boundary of this area is the Skagway River. The largest land parcel east of the river is the subject, then the state ferry terminal, and the city's small boat harbor and park. East at the foot of steep mountains is White Pass cruise dock and cargo wharf.

This waterfront industrial neighborhood is the focal point of transportation from land to sea and from sea to land. This is similar to other typical industrial waterfront neighborhoods in small coastal Southeast Alaska communities. The port is one of the mainstays keeping Skagway's economy viable. Skagway has long been the gateway to the interior and a depot for material from the interior being shipped out to various world markets. As the demand for mineral shipment declined and cruise ship stops and passenger visitation increased dramatically, this waterfront became the focal point of one of the busiest tour ship ports in Alaska.

The demand for these properties depends on the intricate part they play in an industrial transportation system. Considering the various industrial activities that these types of sites demand, price levels are affected by the overall economy which the industry services. Alternately, considering the limited availability of these types of port of entry sites and the appeal they give to various businesses, they are generally held in strong hands, turning over infrequently. When being purchased or divested, the site is considered part of a larger industrial complex beyond the economies of the local land market. Competitive price trends for these properties is discerned by prices paid for other significant waterfront sites in other coastal communities.

The demand for the site is likely to persist at present levels.

# Parcel B, Three Lots in Town

The lots in town are adjacent to the industrial tidelands, but are also on the path of all the ferry, vehicular and foot traffic into town. They are located about 200' south of the historic district boundary. The subject's location is an extension of this Historic Business District (HBD) neighborhood. The primary commercial retail corridor is along Broadway, which is north of and next to the ferry terminal. The Broadway dock access road goes past the subject sites. Broadway is nearly fully developed.

The development along Broadway consists of National Park Service headquarters for the Goldrush Historical Park and several turn of the century buildings which were renovated by the National Park Service. The remaining buildings are privately owned, but are turn of the century architecture. As Skagway has developed as a tourist industry, the primary season being from May until October of each year, rents along Broadway increased dramatically over the years mirroring the increase in tourism. First floor confirmed rents along Broadway are between \$4/SF/month and \$6/SF/month with some premium spots higher. Typically, the tenants pay for year-round occupancy in these historic buildings; however, only occupy them

for perhaps six months per year. After years of rent run-ups, they have declined somewhat and moderated.

The subject Parcel B location near the corner of First and Broadway is exposed to a great deal of pedestrian and tourism activity. It is near the hub of the Broadway tourist attractions being the National Park Service Centennial Park. The subject is one of the first sites seen from the Alaska Marine Highway ferry terminal located just southwest of the subject. Likewise, the cruise ship docks in Skagway are located within a quarter to half mile of the subject site. Several days a week, there are four ships at dock putting up to 10,000 passengers into this district, many of whom will pass by the subject sites.

Even with the parcels being industrial and waterfront zoned, they are surrounded with increasing commercial tourist-related activities. The railroad tracks cross these parcels and give access to the ore terminal, cruise ship dock, and the Broadway cruise ship dock to the south. Adjacent to these properties are commercial tour brokers, parks and retail opportunities that take advantage of the significant tourist traffic in this area.

# 3 PARCEL A PROPERTY DESCRIPTION

#### 3.1 SITE DESCRIPTION

The subject Parcel A is located southwest of Skagway between Skagway River and the state ferry terminal. The abbreviated legal description is a portion of ATS 4, Skagway Recording District, First Judicial District, State of Alaska.

# Size and Shape

The subject originally contained 70.226 AC. It is irregular in shape, being about 1,160' wide, with an average depth from 2,850' to 2,500'. The size is reduced by the 3.3246 AC conveyed to the state for airport expansion per Warranty Deed (B11/P246) of January 25, 1999. As instructed, this assignment considers the reduction of this area. Also, the site is reduced by the area known as the Howard lease (now Jim Higgins) of 18,000 SF (0.4132 AC). This tract was reacquired by the City of Skagway and re-let to Howard based on the May 23, 1999 lease. The net area is calculated as follows:

Original area	70.2260 AC
Less area sold to state	3.3246 AC
Less area leased to Howard Smith	0.4132 AC
Net lease area	66.4882 AC

# **Topography**

The site was not inspected prior to commencement of the lease, but a breakdown of the sloping uplands, tidelands, and submerged lands of the entire site is estimated based on the city's correspondence regarding the pre-leased condition. The area is also expressed as a percentage of the whole site.

Dry, sloping uplands above mean high water (MHW) at elevation 15.7' above mean low, low water (MLLW)	6.5 AC
Tidelands lands between MLLW and MHW	45.5 AC
Submerged lands lands below MLLW sloping to -60' elevation or lower	18.2 AC

It is expected that a significant portion of the 3.3 AC parcel deeded to the state was dry or intertidal lands, but no accurate allocation can be discerned. It appears that the remainder site is about 5% dry, 68% awash and 27% submerged lands. The site is dredged and filled. The level fill top elevation is about 26'+. The ship basin is  $45'\pm$  deep. The southerly portion of the site trails off to 60' and below.

# **Utilities**

The site has availability to all utilities found in the town core. Municipal water and sewer were upgraded and replaced over the past few years. Power and telephone are available through Alaska Power and Telephone (AP&T). Private vendors provide cable TV, heating fuel, etc.

## Access

The site has deep water access to its edge with the assumed topography. White Pass Railroad extends to the site, which connects the terminus of Taiya Inlet to the interior Alaska and Canada. The subject has various city streets coming to and running adjacent to the site. State Street and the state ferry terminal access road are paved with sidewalks and concrete curbs. The subject is adjacent to the Skagway Airport.

#### 3.2 ZONING

The main portion of the subject tidelands is zoned Waterfront (W). This zoning allows uses directly dependent upon or directly related to the water, a waterfront location, or both. A small portion in the northern most corner of the subject is zoned Industrial (I). Most of this land was the 3.2 AC portion of the DOT taking for the airport expansion. There remains a small remnant that is zoned Industrial (I).

# 3.3 EASEMENTS AND ENCROACHMENTS

There are several easements through the tidelands parcel including Alaska Communication System (Alascom) coaxial cable and other federal public communication easements. Cost to move the cable was estimated at \$150,000 to \$200,000.

The city sewer and outfall cross the subject parcel, as well as the Pullen Creek pond, and runoff from areas north and east of the ferry terminal. There was an old World War II barge landing facility on the site before development. This was considered to have nominal value and is not considered herein.

DOT designated utility easement E3, with the Airport Project 71835, encumbers about 4,878 SF. The list of properties acquired by the state and furnished by the city does not include these small easement parcels. It appears they do not significantly inhibit the highest and best use development, and may not significantly impact the value.

# 3.4 FUNCTIONAL UTILITY

The site, in its pre-leased condition, would be available for a variety of industrial or commercial uses. Due to its size, its most functional frontage is probably northeast to southwest to be used as a bulkhead that would line up with the prevailing wind and take advantage of the longer side of the site. The site would obviously have to be reshaped and contoured in a configuration close to the existing situation for it to achieve its maximum benefit.

# 3.5 ASSESSED VALUATION AND TAXES

This area is classified by the City of Skagway as being in Service Area II and is taxed at 82.5% of the assessed value of the property. Since all of the parcels are owned by the City of Skagway, only the possessory interest in the land is assessed. The tidelands, dredging, and certain improvements to the land are exempt from assessment and taxation. The possessory interest calculation of PARN's tidelands, is summarized in the following table by tax lot, which includes several subleases.

## Parcel A

2018 Tax Assessed Value						
PARCEL No.	Тах Lот	OWNER	LAND	IMPROVEMTS	TOTAL	
2TOWN141060	6A	Capstone Mining	\$ 276,600	\$ 6,480,000	\$ 6,756,600	
2TOWN141050	6B	Skagway Terminal Co.	\$ 196,100	\$ 5,510,600	\$ 5,706,700	
2TOWN141070	6C	AIDEA (exempt)	Exempt			
2TOWN141090	Prt 6D	Skagway Terminal Co.	\$ 291,200	\$ 11,283,800	\$ 11,575,000	
2TOWN141100	Prt 6D	Skagway Terminal Co. Broadway	\$ 260,900	\$ 3,097,100	\$ 3,358,800	
2TOWN141010	6E *	Jim Higgins	Carried on other record			
2TOWN141040	6F	Alagnak Holdings, LLC	\$ 426,500	\$ 896,500	\$ 1,323,000	
2TOWN141080	6G	TEMSCO	\$ 158,500	\$ 1,568,900	\$ 1,727,400	

<sup>\* 6</sup>E reverted to the City (Howard Smith lease) and is not a sublease.

# Parcel B

Lots 11 and 12, Block 44 \$ 262,500 Portion Lot 7, Block 45 \$ 33,200

The millage rate for Service Area II is 5.78 mills for 2017 and is expected to be the same for 2018.

# 4 PARCEL A VALUATION

#### 4.1 HIGHEST AND BEST USE

In its present condition, Parcel A is a unique, large, continuous waterfront land ownership, and two of the four oceangoing vessel dock facilities on Skagway's waterfront. The other two include the state ferry dock and White Pass' cargo dock. Unlike the other two deep water facilities, the subject is the only one with adequate level filled uplands storage for handling large loading and off-loading operations.

The subject was dredged and shaped in 1969, creating over 30 AC of level, filled land. The remaining land includes the slope basin and dredged, submerged tidelands. A large ore concentrate storage building was constructed to handle ore concentrate shipped through the Yukon Territory. Though this facility was designed for additional expansion capabilities, it has not operated to capacity. Other important port functions were expanded on the subject site including barge loading, a bulk fuel facility, a helicopter tours landing facility, train loading, open storage and other related commercial and industrial uses.

Skagway's geographic location historically caused it to be an important transportation link in shipping raw materials out of the interior of Canada and Alaska to water borne destinations. Alternately, it is an important short link to Whitehorse and other interior areas for transshipping petroleum and other products into the interior for consumer use. Expansion of the docks on the subject property is an important financial contributor to the subject through cruise dock development and the subsequent fees generated thereby.

The site is an important economic infrastructure to the overall wellbeing of the community. It is the most logical municipal port site. The highest and best use in its pre-development condition is for a use similar to the way the property is constructed as a multi-use port site. Market exposure time for this site is estimated at one to two years.

## 4.2 LAND VALUATION

This subject is unique land especially considering its value in its pre-developed state. Market value indicators are limited. We searched dozens of sales throughout Southeast and Alaska coastal communities to identify leases or transactions that would suggest an acre value range suitable to the subject. We did not find significant changes over the last five years as compared to the 2013 appraisal. There were large, low utility tidelands, log storages, etc. capitalizing out in the \$1,000/AC to \$2,000/AC acre range that were clearly inferior to the subject in its pre-development state. We found other indicators in excess of \$80,000/AC to several dollars per SF for smaller tidelands tracts in their pre-development state that were superior to the subject. In the end, we ended up capitalizing some of the leases that had been previously used and recently updated or some recently confirmed leases. Comparables 1 and 2 are two new value indicators. We have updated Comparable 3, the capitalized lease of the

Whittier Cruise Ship Dock, and Comparable 4, the update of a 6.5 acre tidelands lease seaward of the Era helicopter facility on N. Douglas Highway in Juneau.

All of these comparables involved capitalized leases and are summarized in the Qualitative Adjustment Grid below. Details of the comparables are contained in the Addenda of this report and they are discussed in the following table, The Qualitative Adjustment Grid, which rates each of the significant characteristics of the transaction, as compared to the subject.

QUALITATIVE OR QUANTITATIVE ADJUSTMENT GRID									
Characteristic	Subject PARN Lease Portion of ATS 4	Comp 1 (#1637) 13391 Glacier Hwy Juneau		Comp 2 (#7092) 4513 Halibut Pt. Rd. Sitka  Comp 3 (#107 Whittier Do		Comp 3 (#10770) Whittier Dock Whittier		Comp 4 (#10765 6700 N Dougla Juneau	5) I. IS
Indicated Price		\$374,700		\$290,625		\$437,50	00	\$178,16	0
Acre Price		\$87,119		\$47,488	\$47,488		0	\$27,22	5
Market Conditions (Time of Sale)	Appraisal Date: 03/18	12/2017	12/2017		08/2016 0		01/2018		8
Titled Interest	Cable Easements	Similar	0	Similar	0	Similar	0	Similar	0
Location	Skagway Waterfront	Similar	0	Similar	0	Similar	0	Similar	0
Access	Deep Water	Superior	-1	Similar	0	Similar	0	Similar	0
Utilities	Yes	Similar	0	Similar	0	Similar	0	Inferior	+1
Size	66.49 AC	4.301 AC	-2	6.12 AC	-1	12.19 AC	-1	6.54 AC	-1
Topography	5% Uplands	Similar	0	Superior	-1	Superior (8% Uplands)	-1	Similar	0
Overall Net Rating	Subject = 0	Superior	-3	Superior	-2	Superior	-2	Similar	0

If a comparable is Superior to the subject, a minus rating of -1, -2, or -3 is given, depending on severity. If a comparable is Inferior to the subject, a plus rating of +1, +2, or +3 is given, depending on severity.

#### Discussion

Comparable 1 is a recent update on a lease on the road system in Juneau. The lease amount had increased about 7% for the five year update. Comparable 2 is a recent update of a tidelands lease which is used for cruise ship moorage. There was no increase in lease amount from five years ago. Comparable 4 is a recent lease renewal. The lease rate was unchanged from five years ago. The large tideland market is considered relatively static in the last five years. Other tidelands leases reflecting no change in recent years include the 2.9 AC South Franklin Dock parcel in Juneau and the small 2.08 AC ATS 1502 at the end of the railroad dock in Skagway. Comparable 3 was originally let in 2003 with a rental adjustment reflecting the economics of the site in 2013 since it is tied to the use. The base rate did not increase since

2013 but is proposed to increase to \$40,000 in the 20<sup>th</sup> year of the lease. For the purpose of our analysis, the comparables are all rated similar for **market conditions** or time of sale.

The **titled interest** of the subject, as appraised, included a sewer and cable line easement. Each of the comparables were encumbered by certain limitations. All are capitalized leases. These would not significantly inhibit the comparables for highest and best use. All of the comparables are considered overall similar to the subject for titled interest.

All of the comparables are deemed similar in good waterfront locations with access to road systems within viable tourist communities and/or good industrial locations. Comparable 1 is deemed superior in access being located in a more protected bay.

The subject tidelands have all **utilities** available to them. All of the comparables are deemed similar except Comparable 4 which is inferior by +1 lacking city sewer.

**Size** impacts the acre price where significantly larger sites sell for less per acre than smaller sites. The transactions range in size from just over 4 acres to slightly over 12.19 acres. These types of commercial industrial sites tend to not be as sensitive to the size; however, the vast difference between the subject in these comparables are felt to make the comparables superior on a price per acre basis as noted.

**Topography** —Comparable 2 is superior in topography as it did not require the dredging required by the subject in its original condition. Comparable 3 is a little superior because it had slightly more uplands and it did not require as much dredging for a ship basis as did the subject for its tidelands. It is rated superior by -1.

Overall, these comparables are rated and ranked to the subject as follows:

Comparable	Rating	Indicated Price/Acre
Comp 1 (Glacier Hwy)	Superior -3	\$87,119
Comp 2 (4513 HPR)	Superior -2	\$47,488
Comp 3 (Whittier Dock)	Superior -2	\$35,890
Subject	Similar	Solve
Comp 4 (N. Douglas)	Similar	\$27,225

The data indicates a broad range from just over \$27,000 to slightly over \$87,000/AC. The main takeaway from the data is that rents for these tideland parcels are relatively static. If there is an increase, it is only between 5% and 8%. The most similar rating in the comparables analyzed is towards the lower end of the range. Appraisals for the last two cycles indicated \$27,200/AC. With three of the four comparables indicating higher acreage values and considering the general minimal appreciation over recent years for this market, the appraiser will estimate an acre value of \$28,500/AC which is approximately a 5% increase.

HORAN & COMPANY, LLC

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Based on the foregoing, it is the appraiser's opinion that the subject tidelands in their predeveloped state have a market value of \$28,500/AC. The indicated value is as follows:

66.49 AC @ \$28,500/AC = \$1,894,965 (rounded \$1,895,000)

## 5 PARCEL B PROPERTY DESCRIPTION

## 5.1 SITE DESCRIPTION

These parcels are located just south of First Street on Broadway, across the street from each other. Parcel B consists of two full lots, Lots 11 and 12, Block 44, Skagway Townsite, and a portion of Lot 7, Block 45, Skagway Townsite.

# Size and Shape

Parcel B consists of two adjacent 50' x 100' lots forming a 100' square site of 10,000 SF (Lots 11 and 12). Lot 7, Block 45 is a remnant of land originally 50' wide and less than 100' deep prior to an apparent right-of-way take. The site is irregular as the meander line cuts across the southern boundary. The total area for this lot is 2,835 SF.

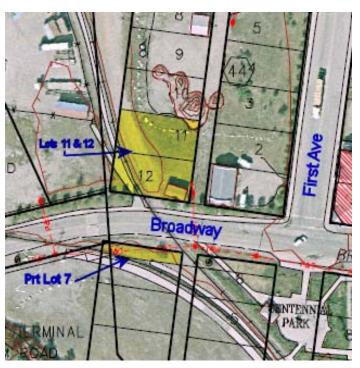


FIGURE 5.1 - SUBJECT PARCEL BLOCKS

# **Topography**

These sites are generally level, sandy gravel soils, near road grade.

#### **Utilities**

These sites have all utilities available in the town core.

# Access

Both sites have 100' frontage along Broadway, an 80' state right-of-way. Broadway is a two-way, asphalt-paved street with concrete rain gutters. Lots 11 and 12, Block 44, have a cement sidewalk running along its border of the developed portion of the right-of-way.

## 5.2 EASEMENTS AND RESTRICTIONS

There are no known or apparent easements, or unusual encumbrances on the subject Parcel B.

## 5.3 FUNCTIONAL UTILITY

The two full lots (Lots 11 and 12) form a square site that is functionally adequate for a variety of uses with good access from Broadway. The partial lot (Lot 7) is only 35' deep, but could easily be developed in conjunction with adjacent uses. There is no known discount for lot depth in the Skagway market, as borne out by the sales. Considering the historic application of the zoning and setback regulations, it is highly probable that this site is developable. This

site is considered functionally adequate for its more probable highest and best use application.

# 5.4 ZONING

Lots 11 and 12, Block 44, are zoned Industrial (I). This permits a wide variety of uses, except residential uses, garbage dump, or junk yards (unless surrounded by a fence). It also prohibits other nocuous or injurious uses. The portion of Lot 7, Block 45 is zoned Waterfront (W). This allows special consideration of the development, growth, public use, and appearance of Skagway's waterfront. Permitted uses are directly dependent upon, or directly related to the water, a waterfront location, or both.

Other parcels were developed in the area with similar zones for retail uses through the planning commission and historic committee review. It is unlikely that intense industrial uses would be developed along this commercial strip even if allowed. The industrial waterfront zoning is a remnant from the railroad operation. Parcel B's highest and best use is for some tourist-oriented use as similar to those that are developed in the area on similarly-zoned sites.

## 6 PARCEL B VALUATION

# 6.1 HIGHEST AND BEST USE

The lots are a block or less than 200' from the Historic Business District. All the on and off loading of pedestrian and vehicular traffic from the state ferry generally passes by the subject sites, which are across the street from each other. These sites are ideal for quasi-public or private uses for display and merchandising of retail goods, hotel, fast food, or other tourist-oriented businesses. To have these uses under existing zoning does not seem to be a problem based on the past development in the area. Considering these parcels as independent tracts available for development, their highest and best use would be for tourism related retail use.

# 6.2 LAND VALUATION

The most applicable approach to the land valuation is the Direct Sales Comparison Approach. The following sales were most helpful in valuing the subject property. It is noted that within the Skagway downtown market there have been very few sales of vacant lots in the last several years due to a sluggish market and the downtown area approaching full development. It was necessary, in this case, to use some improved sales and extract the land value and sales between related parties. The following four comparables were most helpful in valuing the subject property.

COMPARABLE LAND SALES							
	Comparable	Zoning	Date	Price	Size	Price/SF	
5 (#10137)	Lots 11 & 12, Block 38	BG	08/16	\$188,700	10,000 SF	\$18.87	
6 (#10135)	Lot 10, Block 34	ВН	10/16	\$232,500	5,000 SF	\$46.50	
7 (#9282)	S 40' and E 40' Lt 2, Blk 33	BG	10/15	\$55,000*	1,600 SF	\$34.37	
8 (8220)	Lot 1, Block 42	IL	04/15	\$115,000*	5,000	\$23.00	

<sup>\*</sup>Land Allocation

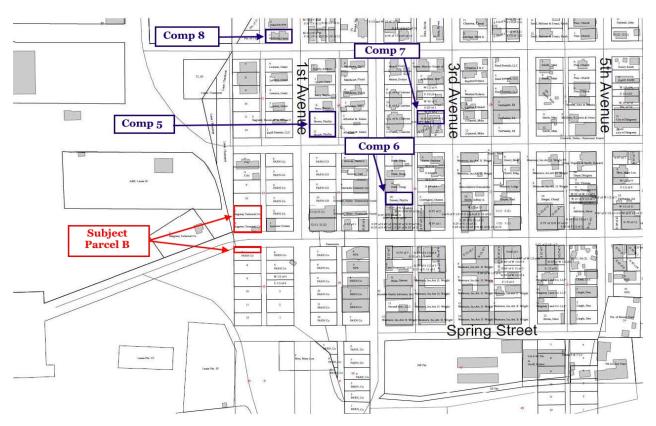


FIGURE 6.1 - SUBJECT SITE AND SALES LOCATION MAP



COMP 5 (#10137)

**Comparable 5** the sale of a double lot relatively close to the subject property. It was zoned BG and is felt to be similar in topography and highest and best use considering surrounding development for both the subject and comparable. It is level.



COMP 6 (#10135)

**Comparable 6** is the sale of a 7,500 SF parcel that is zoned BH but was not located directly on Broadway. It was sold to the adjacent commercial property owner. It is within two blocks of the subject. It is in the more developed section of the BH district It is superior in zoning and location.



**Comparable 7** is a late 2015 sale approximately 3 blocks from the subject. This is the land allocation of an improved sale. It is a block off of Broadway. It is generally level. Due to its smaller size and economies of scale, it is felt to be a superior indicator of value.

COMP 7 (#9282)



**Comparable 8** is the 2015 sale of a 5,000 SF parcel which was zoned IL, Light Industrial. This is a land allocation from an improved sale with two small houses. It is similar in zoning, but inferior in location further from the commercial tourist district.

COMP 8 (#8220)

Based on the foregoing, the comparable sales suggest the following:

Comparable 6	\$46.50/SF	Superior
Comparable 7	\$34.37/SF	Superior
Subject	Solve	Similar
Comparable 8	\$23.00/SF	<b>Inferior</b>
Comparable 5	\$18.87/SF	<b>Inferior</b>

As can be seen, the range is from approximately \$19/SF to \$46.50/SF. According to the ranking, the subject value should be somewhere between \$23/SF and \$34/SF. The subject properties are estimated towards the lower end of the range at \$27.00/SF considering their proximity to the railroad tracks and the current surrounding uses. Parcel B values can be summarized as follows:

Based on the foregoing the indicated value of these parcels are as follows:

Lots 11 and 12, Block 44	10,000 SF @ \$27/SF =	\$ 270,000
Portion Lot 7, Block 45	2,835 SF @ \$27/SF =	\$ 76,545
Total Value Parcel B		\$ 346,545
		\$ 346,500
		(rounded)

# **ADDENDA**



 $Photo\,1-Aerial$  , looking approximately NE across the subject property. (20180314\_144906)



 $\label{eq:photo2-Ground view looking approximately northeast across tidelands, ore terminal (TL 6A) photo left and cruise ship dock and ferry terminal photo right. (031418\_1804).$ 



 $Photo\,3-TL\,6A$  looking southeast from entrance to ore terminal. (031418\_1806).



Photo  $4 - \text{Current Temsco facility (TL 6G) looking west. (031418\_1802)}$ .



PHOTO 5 – CURRENT TL 6F LOOKING SOUTHEAST TOWARD INLET. (031418\_1808)



Photo 6 – Portion of Parcel B located in Block 44 – Ferry Terminal Road to Broadway photo right. (0031418 $_{-}$ 1815).



Photo 7 — Portion of Parcel B (Ptn Lot 7, Block 43) looking north to the right side of the street. (031418\_1813)

# NOT APPROVED

# LAND COMPARABLE NUMBER 1

03 CBJ - Auke Bay **Recording District** Juneau

Address: 13391 Glacier Highway City: Juneau **State:** AK **Zip:** 99801

Location: Auke Bay, Allen Marine Barge Dock

ATS 1533, Plat 97-65, Juneau Recording District, First Judicial District, Alaska; ADL No. 106233 Legal:

: Parcel Number: 4B3001020050

Instrument: Lease Serial: **Annual Rent:** \$29,976 Trans.Type: Land Lease Trans. Date: December 1, 2017

Rights: Leasehold City and Borough of Juneau **Grantor:** Terms: **Grantee:** Allen Marine Tours, Inc. Annual Lease

4.3010 Water, Telephone, Electric Size (AC): **Utilities:** 

Road, paved Access: Frontage: 500 Improvements: None Zone: WI

**Land Class:** Waterfront, Commercial, Tidelands Topography: Submerged, Sloping

Vegetation: None Soil: **Tidelands** 

**Present Use:** Independent docking facility as a passenger transfer facility for tours or ferry service.

Floating Dock **Intended Use:** 

**Highest and Best Use:** Waterfront industrial

#### **Comments:**

Vacant as leased. This site is developed as a commercial dock. Original tidelands lease established December 1, 1997, and transferred to the City and Borough of Juneau in 2001. The lease term is for 30 years with five year rental adjustments at the option of lessor. The plat does NOT note a 50' shoreline public access on this site. The site is mostly submerged land dropping off steeply. See Our File 17-100.

#### Analysis:

\$29,976 / 187351.56 = \$0.16/SF

 $$28,100/\text{year} \div 4.30 \text{ acres} = $6,535/\text{AC/year} \text{ or } $.15/\text{sf} \text{ ended in } 2017$ 

Non-competitive lease based on appraisal. Capitalized Marketing Info: lease; the original rent annual payment was \$21,075 per December 1, 1997. Adjusted August 26, 2004 to \$28,100/year. The lease was due to be reappraised in 2009, however an appraisal was not performed until 2012. That appraisal recommended the lease rate remain at \$28,100/year. Typical lease percentage rate at that time was 8%. Reappraisal anniversary date is 07/01/2017. The transaction date noted above is the effective date of the Lease Rental Review letter sent to the lessee. from the city.

Confirmed with: John Stone, Lessor Teena Larson Confirmed date: 1/21/2010 1/31/2018 Confirmed by: T.Riley W.Ferguson

Revision Date: 12/1/2015 Record Number:



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# NOT APPROVED

# LAND COMPARABLE NUMBER 2

08 Sitka - HPR 2100-Rd End Recording District

Address: 4513 Halibut Point Rd City: Sitka State: AK Zip: 99835

Location: Dock Adjacent to AML and across the street from S&S gravel

Legal: ATS 1687, a portion of Lot 51 and al of Lots 52, 53 and 55 of USS 3475 and adjacent tidelands of Tracts B & C of ATS

1386 and entire ATS 1275 (H&C File no. 11-092 (ADL 107980);

Instrument:Serial:Annual Rent:\$23,250Trans.Type:Land LeaseTrans. Date:August 15, 2016Rights:Lease FeeGrantor:State of Alaska DNR

Terms: Grantee: Halibut Point Marine, Chris McGraw

Size (AC): 6.1200 Utilities: All

Frontage: Access: Road, paved

Zone: I Improvements:

Topography: Submerged Land Class: Commercial, Waterfront, Vacant, Tidelands

Vegetation: Oceanfront Soil: Unknown

Present Use: Boat Haulout
Intended Use: Cruise ship dock

**Highest and Best Use:** 

## **Comments:**

#### **Analysis:**

23,250 capped at 8% = 290,625 divided by 266,587.2 SF = 1.09/SF or 47,488/AC

#### Marketing Info:

Confirmed with: LAS - DNR Confirmed date: 11/18/2011 6/12/18 Confirmed by: C.Horan W.Ferguson

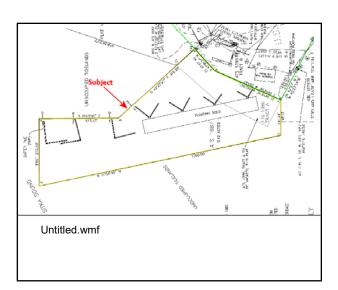
Sitka

Revision Date: 6/12/2018 Record Number: 7092



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081611 2351



# NOT APPROVED

# LAND COMPARABLE NUMBER 3

Whittier Recording District Anchorage

Address: City: State: Zip:

Location: Whittier Dock, Whittier Alaska

Legal: Cruise Ship Parcel: Dry Storage Pad No. 2 and City of Whittier Tidelands, Tract C, Access to Tidelands, and Alaska

State Railroad lands totaling 12.19 acres.;

**Instrument:** Lease Serial: \$38,650 **Annual Rent: Trans.Type:** Land Lease **Trans. Date:** January 1, 2018 Rights: Lease City of Whittier **Grantor:** 

Terms: **Grantee:** Started 4/24/2003 30 years, ends

10/1/2033

12.1900 Size (AC):

Frontage: 1,211' Access:

Zone: Submerged, Level **Topography:** 

Vegetation: None Soil: Tidelands

**Present Use:** Cruise ship dock **Intended Use:** Cruise ship dock

**Highest and Best Use:** 

#### **Utilities:** All

Road, paved

**Improvements:** No buildings are included in this lease. Land Class: Waterfront, Tidelands, Commercial

Whittier Dock Enterprises

#### **Comments:**

Based on interviews with the developer, Reed Stoops, Whittier assessor, and City of Whittier officials, it appears this site is 12.19 acres. There was approximately 1 acre upland and a portion of the Dry Storage Pad No. 2. The remaining 11.19 acres were deepwater, submerged lands, awash tidelands, or the outflow of the Whittier Creek. The Lessee filled in an additional acre, developed an approach to a fixed dock, and developed a platform dock with breasting piers. On-site development also includes a paved parking area, a 21,090 SF terminal building (103' x 156'), ground cover, and total dock area of 46,557 SF. Assessor's replacement cost new estimate for 2005 was \$7,811,500.

The lease apparently initiated in February 2000 was restated in April 24, 2003 with a 30-year term. Minimum rent was set at \$5,000/year for the first 4 years, then ramped up from 1% for Year 5 to 3% for Year 8 and beyond for the first \$1 million gross revenue (minimum \$10,000). The overage for gross receipts beyond \$1 million was similar except that in Year 8, the overage percentage was 5% of additional amounts over \$1 million. It was noted that the assessor records had incorrectly stated the uplands at 5 acres and tidelands at 12.19 acres. There was an acknolwedgement that the record should be adjusted. It appears to the appraiser that there are only 2 acres of uplands (originally 1 acre plus 1 acre additional filled by Lessee) indicating 10.19 acres of tidelands which is used in our analysis.

#### **Analysis:**

2018 - Base Rate \$35,000 - same as 2013; \$35,000/8%=\$437,500/12.19 Ac=\$35,890/AC

May 2013 interviewed Reed; Peak years 54 ships the Marketing Info: went down to 36 ships. 2013 is 45 but due to go to 36 next year. he get a disproportionate hit since the more expensive 10 day cruises go through there. Rent for 2013 According to Reed Stoops "...we paid for all improvements on the tidelands....current rent is \$35k per year.....we filled about an acre and a half. the footprint of the dock is about 900 ft by 60 feet. the rest of the tidelands are undeveloped.

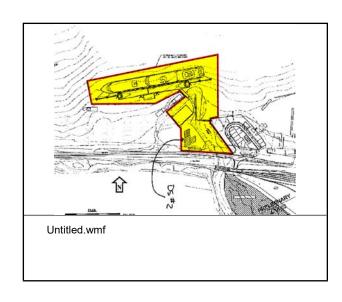
Confirmed with: Gayle Starbard - Stoops

Confirmed date: 6/14/18 Confirmed by: W.Ferguson

Revision Date: 6/14/2018 Record Number:



Untitled.wmf



# **NOT APPROVED**

# LAND COMPARABLE NUMBER 4

20 CBJ - North Douglas Recording District Juneau

Address: 6700 Block North Douglas Highway City: Juneau State: AK Zip: 99801

**Location:** 6700 Block North Douglas Highway, ERA Helicopters tideland lease **Legal:** ATS 602; ADL 27108, H & C 08-015; Parcel Number: 6D0801060020

Instrument:TidelandsSerial:Annual Rent:\$14,253Trans.Type:Land LeaseTrans. Date:March 30, 2018Rights:Lease FeeGrantor:State of Alaska

Terms: Cash Grantee: Northstar Trekking LLC

Size (AC): 6.5440 Utilities: Water

Frontage: 1,380' Access: Boat, Helicopter, See Comments

Zone: WC Improvements: None

Topography: Gradual sloping/beach Land Class: Vacant, Commercial, Tidelands

Vegetation: None
Soil: Buildable

**Present Use:** Heliport **Intended Use:** Heliport

Highest and Best Use: Waterfront Commercial

#### **Comments:**

Rent has remained the same based on in-house appraisals since 2008

#### **Analysis:**

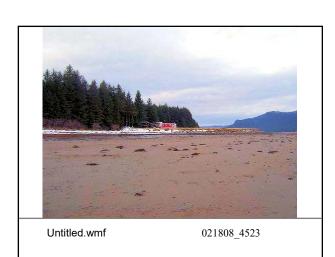
6.544 ac @ \$2,178/Ac = \$14,252.83; \$0.05/SF \$2,178 capitalized at 8% = \$27,225 \$27,225 x 6.544 AC = \$178,160 fee simple value

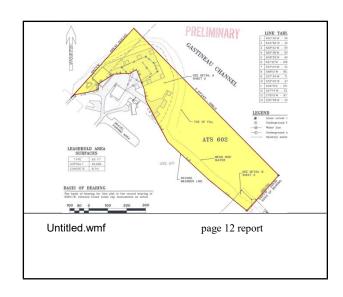
**Marketing Info:** Continuation of existing 55 year lease from 3/30/1967.

Confirmed with: DNR Land Records

Confirmed date: 6/5/18
Confirmed by: W.Ferguson

Revision Date: 6/5/2018 Record Number: 10765





### LEASE OF TIDELANDS

This lease made this 19th day of March 1968, between the CITY OF SKAGWAY, hereinafter called "Lessor", and PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY, a corporation organized under the laws of West Virginia doing business at Skagway, Alaska, hereinafter called the "Lessee",

### WITNESSETH:

1. The lessor lets, leases and demises to the lessee a tract of tidelands within and adjacent to the City of Skagway, Alaska, particularly described as follows:

A portion of Alaska Tidelands Survey No. 4 owned by and situated in the City of Skagway, Skagway Recording District, First Judicial District, State of Alaska, as appears by a plat attached hereto, prepared by Tippetts-Abbett-McCarthy-Stratton, Engineers and Architects of Seattle, Washington, dated January 3, 1968, particularly described as follows, to wit:

Commencing at Corner No. 1 which is meander Corner No. 1 of U. S. Survey No. 435 and meander Corner No. 6 of U. S. Survey No. 13;

Thence South 57° 32' East 504.58 feet to Corner No. 2; thence South 23° 29' West 73.89 feet to Corner No. 3; thence North 78° 52' West 137.58 feet to Corner No. 4; thence South 11° 08' West 195.00 feet to Corner No. 5; thence South 78° 52' East 94.88 feet to Corner No. 6; thence South 23° 29' West 473.12 feet to Corner No. 7; thence North 47° 00' West 39.70 feet to Corner No. 8; thence South 43° 00' West 508.00 feet to Corner No. 9; thence South 51° 00' West 620.00 feet to Corner No. 9; thence South 41° 09' 00" West 1003.46 feet to Corner No. 11; thence North 29° 15' 20" West 1160.59 feet to Corner No. 12; thence North 39° 46' 46" East 2513.25 feet to Corner No. 13; thence South 45° 30' East 404.63 feet to Corner No. 14; thence South 15° 37' East 222.76 feet to Corner No. 1, the place of beginning, a total area of 70.226 acres.

- 2. This lease is for a term of Fifty-five (55) years, commencing on the date hereof.
- 3. The lessee agrees to pay and the lessor agrees to accept as rent for the use of said property and the privileges granted under this lease, an annual rental of \$ 3,600.00 payable for \_\_\_\_\_ calendar month, or fraction thereof on a

prorated basis, on or before the 10th day of the month; provided, however, the annual rental shall be subject to adjustment by the Council on the fifth anniversary of the date of this lease and each anniversary date thereafter which is divisible by the number Five (5), in the manner specified in Section 21 of Ordinance No. 229 of the City of Skagway, as amended by Ordinance No. 243 In the event the fair market value of the land and improvements as determined under said section is not acceptable to lessee, such value shall be subject to determination by the Superior Court for the State of Alaska upon a petition being filed for that purpose by the lessee.

- 4. It is agreed by the parties hereto that all of the provisions of Article III of said Ordinance 229 as amended by Ordinance No. 243, are hereby specifically made a part of this lease by reference as if fully set forth herein. Any amendments to said article or said ordinances made hereafter shall not affect the terms of this lease. A copy of said Article III and Ordinance No. 243 are attached hereto.
- deep water mooring basin for vessels and may make any and all types of excavations on the premises. The lessee may raise the surface of the land by placing fill thereon from such excavations or dredging or from other sources. The lessee may place such improvements and structures therein, thereon or over said lands as it shall determine. The lessee may remove the existing breakwater dike providing the same is replaced in a location satisfactory to the Corps of Engineers of the Department of the Army, and providing the same meets the specifications required by said agency. The lessee may remove, with the permission of the Alaska Communications System, United States Air Force, the cables owned by said agency. The lessee may make such changes as it desires in the location of the outfall sewer which crosses such

property as is necessary or desirable for the development of said lands by the lessee; provided, however, the lessee shall provide an alternate outfall sewer in a location satisfactory to the Council and which will be as satisfactory for the purposes intended as the present sewer outfall. The lessee will provide adequate drainage for the water flowing onto the land from a culvert under the approach to the Alaska State Ferry Terminal or from an alternate culvert to be constructed by lessee, so the same will not flow into the Small Boat Harbor during freezing weather unless the culvert is obstructed by ice or other obstructions. Any other property found on said tract may be removed by the lessee and disposed of in such manner as the lessee shall determine.

or more of the facilities described in this paragraph within six months from the date hereof and to complete within one year from the date hereof the expenditure of not less than Five Hundred Thousand Dollars (\$500,000) in the construction or partial construction of one or more of the following, to wit:

A spur railroad line

A bulk mineral storage and handling facility

A dock and dolphins

A deep water basin at the face of the dock

Lessee agrees to complete all of said facilities at a cost of not less than Two Million Dollars (\$2,000,000) within two years from the date hereof. Lessee agrees that all improvements on said lands other than the excavated basin for vessels and the fill material placed upon said lands, shall be subject to taxation by lessor on the same basis as other property in the municipality. The excavated basin or basins created by dredging, or otherwise, and the materials excavated therefrom and placed upon said land shall be a part of the land at all times, shall be owned by the lessor and shall be leased hereunder.

- 7. Lessee may terminate this lease at the end of any annual period for which rent has been paid, by giving lessor notice of termination in writing at least sixty (60) days before the end of such annual rental period.
- 8. So long as the lessee shall comply with all the terms and conditions of this lease the lessee may use said property and premises without hindrance from the lessor for all of the purposes stated in Ordinance No. 242 of the City of Skagway, which was adopted for the purpose of classifying said lands for leasing and establishing the uses to which the lessor may subject said lands.
- 9. In the event of any assignment of this lease, the same shall enure to the benefit of, and be binding upon, the lessee and such assignee. This lease shall also enure to the benefit of, and be binding upon, any successor to the lessor.
- 10. The lessor agrees that after the execution of this lease it will furnish the lessee with an opinion of its legal counsel stating that this is a good, valid and subsisting lease and that all acts have been performed by the lessor which are necessary to the validity hereof.
- 11. The address of lessor is P. O. Box 415, Skagway, Alaska, 99840, and the address of the lessee is P.O. Box 435, Skagway, Alaska, 99840. Either party may change its address of record by giving notice thereof in writing to the other party. These addresses are those to which all notices are to be given under this lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers as of the day and year first above written. The officers of the City of Skagway have executed this lease under authorization

-4-

1	contained in a resolution adopted by the Council of said City
2	on the 19 day of March , 1968.
3	CITEDA OF CIVACINAV
4	CITY OF SKAGWAY
5	By Flore Harangel
6	And By Source City Olerk
7	City Clerk
8	
9	PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY
10	By Affica
11	Vide President
12	And By Jacobal Secretary
13	STATE OF ALASKA )
14	) ss. FIRST JUDICIAL DISTRICT )
15	THIS CERTIFIES that on this 19 day of March.
16	personally appeared ED HANOUSEK and LILLIAN LITZENBERGER to me
17	known and known to me to be the persons whose names are subscribed to the foregoing instrument, and after being first duly
18	sworn according to law they stated to me under oath that they are the Mayor and City Clerk, respectively, of the City of
19	Skagway, that they have been authorized by said City to execute the foregoing instrument on its behalf and they executed the
20	same freely and voluntarily as the free act and deed of said City.
21	WITNESS my hand and official seal the day and year in this certificate first above written.
22	68 Muhtul
23	Notary Public for Alaska My commission expires: 19 Dec 71
24	DOMINION OF CANADA )
25	PROVINCE OF BRITISH COLUMBIA )
26	THIS CERTIFIES that before me, a Notary Public in and
27	for the Province of British Columbia, Canada, personally appeared  A. P. FRIESEN, to me known and known to me to be the person who
28	executed the foregoing instrument on behalf of Pacific and Arctic Railway and Navigation Company. He acknowledged to me that he
29	executed the same freely and voluntarily on behalf of said corporation. He stated to me under oath that he is the Vice
30	President of said corporation, has been authorized by the Board of Directors of said corporation to execute said instrument on its behalf and he has full power and authority to execute the same.
31	
1	WITNESS my hand and official seal this 4 day of
32	WITNESS my hand and official seal this 4th day of John S Buttafield
32	WITNESS my hand and official seal this 4th day of

STATE OF WASHINGTON SS. COUNTY OF KING THIS CERTIFIES that before me, a Notary Public in and for the State of Washington, County of King, personally appeared F. W. DOWNEY, to me known and known to me to be the person who executed the foregoing instrument on behalf of Pacific and Arctic Railway and Navigation Company. He acknowledged to me that he executed the same freely and voluntarily on behalf of said cor-poration. He stated to me under oath that he is the Secretary of said corporation, has been authorized by the Board of Directors of said corporation to execute said instrument on its behalf and he has full power and authority to execute the same. WITNESS my hand and official seal this 2/2/ day of \_\_\_\_, 1968. Notary Public in and for the State of Washington, County of King. 

Recorded at Skagway, Alaska February 6, 1970 Book 6 of Miscellaneous Instruments at Page 154

### LEASE OF REAL PROPERTY

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This lease made this 1st day of August, 1969, between the CITY OF SKAGWAY, hereinafter called "Lessor", and PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY, a corporation organized under the laws of West Virginia doing business at Skagway, Alaska, hereinafter called the "Lessee",

#### WITNESSETH:

1. The lessor lets, leases and demises to the lessee the following described real property, to wit:

> Beginning at the intersection of the southwesterly extension of the southeast side of Broadway Street and the southeasterly extension of the northeast side of Front Street, in the City of Skagway, Alaska; thence southeasterly along the northeast side of Front Street extended 15.0 feet to the true point of beginning; thence southeasterly along the northeast side of Front Street 35.0 feet; thence at right angles northeasterly 100.0 feet; thence at right angles northwesterly 35.0 feet; thence at right angles southwesterly parallel to and 15 feet from the southeast side of Broadway Street extended 100.0 point of beginning; except for that portion of said lands in Alaska Tidelands Survey No. 4 situated in Amended U. S. Survey No. 13 in the City of Skagway, Skagway Recording District, First Judicial District, State of Alaska and being a portion of what is commonly known as Lot 7 in Block 45 of Skagway.

Beginning at the intersection of the southwesterly extension of the northwesterly side of Broadway Street and the southeasterly extension of the northeasterly side of Front Street, in the City of Skagway, Alaska; thence northwesterly along said side of Front Street extended 100.0 feet; thence at right angles northeasterly 100.0 feet; thence southeasterly at right angles 100.0 feet; thence southwesterly at right angles 100.0 feet to the place of beginning; situated in Amended U. S. Survey No. 13 in the City of Skagway, Skagway Recording District, First Judicial District, State of Alaska, and commonly known as Lots 11 and 12, Block 44 of the City of Skagway.

2. This lease is for a term commencing on the date

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# **NOT APPROVED**

hereof and ending at midnight March 18, in the year 2023.

- The lessee agrees to pay and the lessor agrees to accept as rent for the use of said property and the privilege granted under this lease, an annual rental of \$630.00, payable for each calendar year, or a fraction thereof on a prorated basis, within 30 days from the date hereof for that portion of the year 1969 which is between the date hereof and the end of said year and on or before the 30th day of January of each year thereafter for such calendar year; provided, however, the annual rental shall be subject to adjustment by the Council on March 19, 1973 and each March 19th thereafter which is in a year which is divisible by the number 5, in the manner specified at this time in Section 21 of Ordinance No. 229 of the City of Skagway, as amended by Ordinance No. 243. In the event the fair market value of the land as determined under said section is not acceptable to lessee, such value shall be subject to determination by the Superior Court for the State of Alaska upon a petition being filed for that purpose by the lessee.
- 4. The lessee shall have the privilege of using said lands for any purpose which is necessary or desirable to the lessee in connection with its railroad and other transportation operations. The lessee may place such improvements and structures thereon as are needed in such operations and the same may be removed by lessee within 30 days of the termination of this lease. Said lands shall not be used for other purposes without permission of lessor.
- 5. The lessee agrees that within 6 months from the date hereof it will have constructed on each of said lots a railroad track connecting its main line to the property of Skagway Terminal Company on Alaska Tidelands Survey No. 4. Lessee agrees that all improvements on said lands other than the fill material placed thereon, shall be subject to taxation by lessor on the

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### NOT APPROVED

same basis as other real property in a municipality. Any fill material placed thereon shall be a part of the land at all times, shall be owned by the lessor and shall be leased hereunder.

- 6. Lessee may terminate this lease at the end of any annual period for which rent has been paid, by giving lessor notice of termination in writing at least 60 days before the end of such annual rental period.
- 7. So long as the lessee shall comply with all the terms and conditions of this lease, the lessee may use such property for the purposes above stated free of any interference or hindrance by the lessor during the term of this lease. This lease may be assigned or a portion of the land sublet only for the purposes and uses permitted under Paragraph 4 hereof.
- 8. In the event of any such assignment of this lease, the same shall enure to the benefit of, and be binding upon, the lessee and such assignee. This lease shall also enure to the benefit of, and be binding upon, any successor to the lessor.
- 9. The address of lessor is P. O. Box 415, Skagway, Alaska, 99840, and the address of the lessee is P. O. Box 435, Skagway, Alaska, 99840. Either party may change its address of record by giving notice thereof in writing to the other party. These addresses are those to which all notices are to be given under this lease.
- 10. If the lessee shall default in the performance or observance of any of the lease terms, covenants, or stipulations, or the terms of this ordinance, or any of the ordinances of the City, and said default continues for 30 calendar days after service of written notice by the City on lessee without remedy by lessee of the default, the Council shall take such action as is necessary to protect the rights and best interests of the City, including the exercise of any or all rights after default

FAULKNER, BANFIELD, BOOCHEVER & DOOGAN ROOM 201, 311 FRANKLIN ST. PHONE 586-2210 JUNEAU, ALASKA 99801

permitted by the lease. No improvements may be removed by lessee or any other person during any time the lessee is in default.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers as of the day and year first above written. The officers of the City of Skagway have executed this lease under an authorization, granted by motion adopted by the Council of said City on the

lat day of agent, 1969.

CITY OF SKAGWAY

By E. C. Harausek,

And By City Clerk

PACIFIC AND ARCTIC RAILWAY AND NAVIGATION COMPANY

By President

STATE OF ALASKA

SS.

FIRST JUDICIAL DISTRICT

THIS CERTIFIES that on this / day of lugal 1969, before me, a Notary Public in and for the State of Alaska personally appeared Edward Hanousek and Lillian

Litzengerger to me known and known to me to be the persons whose names are subscribed to the foregoing instrument, and after being first duly sworn according to law they stated to me under oath that they are the Mayor and City Clerk, respectively, of the City of Skagway, that they have been authorized by said City to execute the foregoing instrument on its behalf and they executed the same freely and voluntarily as the free act and deed of said City.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public for Alaska My commission expires:

19 Dec 71

FAULKNER, BANFIELD, BOOCHEVER & DOOGAN

JUNEAU, ALASKA 99801

ROOM 201, 311 FRANKLIN ST.

DOMINION OF CANADA )

PROVICE OF BRITISH COLUMBIA )

THIS CERTIFIES that before me, a Notary Public in and for the Province of British Columbia, Canada, personally appeared A. P. FRIESEN, to me known and known to me to be the person who executed the foregoing instrument on behalf of Pacific and Arctic Railway and Navigation Company. He acknowledged to me that he executed the same freely and voluntarily on behalf of said corporation. He stated to me under oath that he is the President of said corporation, has been authorized by the Board of Directors of said corporation to execute said instrument on its behalf and he has full power and authority to execute the same.

WITNESS my hand and official seal this 23 day of

Notary Public in and for the Province of British Columbia, Canada, residing at Vancouver.



# IUNICIPALITY OF SKAGWAY

GATEWAY TO THE KLONDIKE P.O. BOX 415, SKAGWAY, ALASKA 99840 (PHONE) (907) 983-2297 (FAX) (907) 983-2151 www.skagway.org

This Lease Amendment, dated August 21, 2008, for the purpose of modifying the existing lease dated and entered into the 1st day of August 1969 and the 19th day of March 1968, by and between the Municipality of Skagway (hereinafter Municipality) a municipal government and Pacific and Arctic Railway and Navigation Company (hereinafter Lessee), a corporation, for the purpose of leasing a tract of tidelands of 66.5 acres, ATS# 4, Lots 11 and 12 of Block 44 and portion of Lot 7, Block 45 as described in the original lease documents.

Whereas the Municipality owns the property described above, and under the lease terms of the existing lease, Section #3 of both leases, signed and dated by Lessee, the annual rental amount as described in the lease terms will be adjusted every 5-years based on the fair market value of the land and the improvements. The last appraisal was conducted in 2003.

#### Amended Lease Amount:

The amended lease amount effective July 1, 2008, is based on the Appraisal Report dated July 31, 2008 performed by Horan & Company, LLC (Attachment B) is as follows:

### The lease amount shall be determined by multiplying:

-The Fair Market value of the parcel by

-Six percent (6%)

Parcel A: 66.49 AC Portions of ATS 4 Value: \$1.800.000

Rent: \$108,000

Parcel B

Lots 11 & 12, Blk 44, Ptn Lt 7, Blk 45 Value: \$320,000

Rent: \$19,200

The annual lease amount shall be \$127,200.00 (One Hundred Twenty Seven Thousand-Two Hundred Dollars & no/100) per year paid in twelve (12) monthly payments of \$10,600.00 (Ten Thousand-Six Hundred Dollars & no/100).

All other terms of the existing Lease Agreement shall remain unchanged. Any further modifications shall be agreed upon by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Modification as of the date first

written above.

Thomas D Cochran, Mayor

For the Municipality of Skagway

Pacific and Arctic Railway and

Navigation Company

Date 28AUGOE

ATTEST:

arjorié D. Harris, CMC, Municipal Clerk

(SEAL)

Migation Company Lease Amendment - July 1, 2008

### QUALIFICATIONS OF WILLIAM G. FERGUSON

#### **Education:**

Graduated from Pennsylvania State University, B.S./B.L.A. in Landscape Architecture, 1977

### **Employment:**

Appraiser, Horan & Company, LLC, 08/04-Present

Appraiser, Horan, Corak & Company, formerly Pomtier, Duvernay & Horan, 03/87-07/04

Appraiser, Pomtier, Duvernay & Horan, 1986-1987

Associate Planner, City and Borough of Sitka, Alaska 1985-1986

Landscape Architect, U.S. Forest Service, Sitka, Alaska, 1983-1985

Landscape Architect, GWSM Inc., Pittsburgh, PA, 1977-1983

#### **Certification:**

State of Alaska, General Real Estate Appraiser, APRG618

### **Appraisal Education:**

AIREA Residential Valuation, May 1989, Portland, Oregon

AIREA Residential Case Studies and Report Writing, May 1989, Portland, Oregon

AIREA Standards of Professional Practice, October 1987, Anchorage, Alaska

FNMA Appraisal Guidelines Seminar, July, 1987

FNMA Appraisal Guidelines Seminar, July, 1988

Veterans Administration Guidelines Seminar, February, 1988

AIREA Real Estate Appraisal Principals, October 1988 Traverse City, Michigan

Residential Demo - Appraisal Report Writing, Northern California Chapter, August 1992

Feasibility Analysis - Highest and Best Use, Alaska Chapter, November 92

Appraising the Tough Ones, Alaska Chapter, November 1992

Standards of Professional Practice - Part A, Alaska Chapter, January 1993

Standards of Professional Practice - Part B, Alaska Chapter, January 1993

New URAR Seminar, Anchorage, Alaska, December 1993

Valuation of Leasehold Interests, Anchorage, Alaska, December 1993

Understanding Limited Appraisals, Anchorage, Alaska, July 1994

Appraisal Institute, Appraisal Procedures, Pittsburgh, Pennsylvania, February, 1995

The Internet and the Appraiser, May 1996, Seattle, Washington

HighTech Appraisal Office, May 1996, Seattle, Washington

Dynamics of Office Bldg. Valuation, October 1996, Anchorage, Alaska

Appraisal of Retail Properties, October 1996, Anchorage, Alaska

Standards of Professional Practice - Part B, April 1997, Seattle, Washington

Basic Income Capitalization, March 1998, Chapel Hill, North Carolina

Standards of Professional Practice - Part C, 1998, Edmonds, Washington

FHA Training Seminar, October 1999, Seattle, Washington

FHA Seminar, August 2000, Anchorage, Alaska

FHA Appraisal Inspection From the Ground Up, June 2000, Anchorage, Alaska

Undivided Partial Interest Valuation/Divided Partial Interest Valuation, May 2001, Anchorage

Technical Inspection of Real Estate, April 2003, Anchorage, Alaska

Code of Professional Ethics/Scope of Work, April 2003, Anchorage, Alaska

Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Jan 2004, Philadelphia, PA

Rates and Ratios: Making Sense of GIMs, OARs and DCF, Feb 2005, Anchorage, AK

USPAP Update; Uniform Standards of Professional Appraisal Practice, Feb 2005, Anchorage, AK

USPAP 15 Hr; Uniform Standards of Professional Appraisal Practice, April 2006, Sacramento, CA

Basic Income Capitalization 310, July 2006, San Diego, CA

General Applications 320, July 2006, San Diego, CA

Subdivision Valuation, February 2008, Anchorage, AK

Appraisal of Local Retail Properties, February 2008, Anchorage, AK

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, June 2009, Juneau, AK

Home Valuation Code of Conduct & 1004 Market Conditions Form Seminar, June 2009, Juneau, AK

Business Practices and Ethics, November 2009, Online

Real Estate Appraisal Operations, February 2010, Online

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, February 2010, Kent, WA

Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Dec 2010, Sacramento, CA

Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets, April 2012, Portland, OR

Appraising the Appraisal - Appraisal Review - General, September 2012, Reno, NV

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, February 2013, Pittsburgh, PA

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, April 2014, Juneau, AK

Real Estate Finance Statistics and Valuation Modeling; February 2015, Las Vegas, NV

Supervisory Appraiser/Trainee Appraiser Course; April, 2015Anchorage, AK

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, January 2017, Online

Analyzing Operating Expenses, February 2017, Online

Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), May 2017, Seattle, WA

Using Spreadsheet Programs in Real Estate Appraisals – The Basics, December, 2017 Online

### **Types of Property Appraised:**

Residential - Single family residences, duplexes, tri-plexes, four-plexes, mobile homes, and vacant land Commercial - Warehouses, vacant tracts, islands, office buildings, remote sites, hangars, tidelands, retail buildings, apartments, industrial complexes, market data and research

### **Types of Property Assessed for Taxation:**

Appraiser, City of Petersburg real property assessment roll; Assistant Assessor, Cities of Pelican and Skagway; Appraiser, City of Craig real property assessment roll; Expert Witness, Board of Equalization, Petersburg, Pelican, Craig and Skagway; Single family, multi-family, vacant lands, mobile homes, commercial properties, remote homesites, islands and subdivisions

### **Planning Experience:**

Site planning, construction documentation, construction supervisor

Local government planning duties including public presentations, narratives, zoning rewrites, mapping University and recreation master planning

Rev. 12/17