

REQUEST FOR PROPOSALS  
CITY OF HOMER

OCT 12 2015

TO PURCHASE CITY REAL PROPERTY SEVEN PARCELS

The City of Homer, Alaska is hereby advertising for sealed proposals to purchase the following real properties:

**Lots 57, 58, 59), 60, 65, 66, 67, 70, LILLIAN WALLI ESTATE**, according to Plat No. 88-16, in the Homer Recording District, Third Judicial District, State of Alaska.

**Total Appraised Value & Minimum Bid for all lots is \$91,900.**

Responses to the City's request for sealed proposals will be received at the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603, until 12:00 noon on November 12, 2015. Proposals shall be opened and received by the City Manager. **Proposals received after the time specified or proposals received from proposers not listed on the plan holders list will be considered non-responsive and shall not be considered. All proposers must submit a City of Homer Plan Holders Registration Form to be on the PHL and to be considered responsive.** Plan Holder Registration form and Bid Documents are available online at <http://www.cityofhomer-ak.gov/rfps>.

Copies of the Request for Proposal package are posted on the City website: <http://www.cityofhomer-ak.gov/rfps> or available at the Office of the City Clerk. To obtain a copy of the proposal package and to be listed on the plan holders list, please contact the City Clerk at (907) 235-3130. If you have any questions on the contents of the RFP package, please contact the City Manager's office at (907) 235-8121 x2222.

You may purchase hard copies of the Proposal documents at the Office of the City Clerk upon payment of \$25 per set (\$45 for overnight delivery). All fees are non-refundable. The City reserves the absolute right to reject any or all proposals, may waive any or all informalities or irregularities, and may permit the correction of errors or omissions in responses.

Dated this 12 day of October, 2015

  
Katie Koester, City Manager

Fiscal Note: 100-0130-5227

Publish: Homer News: October 15 & 22, 2015

**REQUEST FOR PROPOSALS  
CITY OF HOMER**

**SALE OF REAL PROPERTY**

The City of Homer, Alaska is hereby accepting sealed proposals to purchase real property. The sale of real property is being conducted pursuant to Ordinance 15-22, Resolution 15-030(A), and Homer City Code (HCC) 18.12.020. The City reserves the right to reject any and all proposals and to waive irregularities in the proposal documents.

**THE PROPERTY FOR SALE IS DESCRIBED AS FOLLOWS:**

- **Lot 57** - Parcel ID: 17524129  
Legal Description: T 6S R 14W SEC 24 Seward Meridian HM 0880016 LILLIAN WALLI ESTATE LOT 57  
Appraised Value: \$11,600
- **Lot 58** – Parcel ID: 17524128  
Legal Description: T 6S R 14W SEC 24 Seward Meridian HM 0880016 LILLIAN WALLI ESTATE LOT 58  
Appraised Value: \$11,600
- **Lot 59** – Parcel ID: 17524127  
Legal Description: T 6S R 14W SEC 24 Seward Meridian HM 0880016 LILLIAN WALLI ESTATE LOT 59  
Appraised Value: \$11,300
- **Lot 60** – Parcel ID: 17524126  
Legal Description: T 6S R 14W SEC 24 Seward Meridian HM 0880016 LILLIAN WALLI ESTATE LOT 60  
Appraised Value: \$11,100
- **Lot 65** – Parcel ID: 17524130  
Legal Description: T 6S R 14W SEC 24 Seward Meridian HM 0880016 LILLIAN WALLI ESTATE LOT 65  
Appraised Value: \$11,100
- **Lot 66** – Parcel ID: 17524111  
Legal Description: T 6S R 14W SEC 24 Seward Meridian HM 0880016 LILLIAN WALLI ESTATE LOT 66  
Appraised Value: \$11,300
- **Lot 67** – Parcel ID: 17524112  
Legal Description: T 6S R 14W SEC 24 Seward Meridian HM 0880016 LILLIAN WALLI ESTATE LOT 67  
Appraised Value: \$11,100
- **Lot 70** – Parcel ID: 17524110  
Legal Description: T 6S R 14W SEC 24 Seward Meridian HM 0880016 LILLIAN WALLI ESTATE LOT 70  
Appraised Value: \$12,800

**Appraised Value & Minimum for All Lots: \$91,900.**

**INSTRUCTIONS FOR BIDDERS**

The Property described above shall be sold by sealed proposal under the authority of HCC 18.12.020. Proposal procedures are as follows:

- All proposals shall be made in writing and shall be submitted on the form provided in the information packet. The form shall be filled out properly, signed and dated to be considered.

- All proposers are required to obtain the property sale information packet at the Office of the City Clerk or on the City website at: <http://www.cityofhomer-ak.gov/rfps> and are to be listed on the Plan Holder's List maintained by the City Clerk.
- The proposals shall be enclosed in a sealed envelope marked "REAL PROPERTY PROPOSAL" and must include a check or money order payable to the City of Homer equal to ten percent (10%) of the amount bid.
- Proposals must be received in the Office of the City Clerk no later than 12 Noon on November 12, 2015.
- The minimum proposal is the appraised value. All proposals lower than appraised value will be rejected.
- Property is being sold "as-is".

## **MORE INFORMATION**

Interested bidders can ask questions and obtain more information by:

- Written Questions: Submit all questions in writing to the Office of the City Clerk. The deadline for questions is October 28, 2015. The Clerk's office will submit your question to the person who can best answer it. All questions and the City's answers will be provided to all prospective proposers on the Plan Holder's List.

Closing must occur within 45 days after notification is sent to the successful proposer. The purchase price must be paid in full at closing. The City Manager may extend the date of closing not more than 30 days if the proposer has taken steps to secure the funds necessary to pay the purchase price and appears reasonably likely to succeed in doing so within the time allowed. Failure to successfully close within the time allowed will result in cancellation of the sale and forfeiture of all rights.

The City will provide at its expense a standard owner's policy of title insurance, subject to all matters revealed in the preliminary commitment for title insurance and any easements or notes on the final plat of the Lot.

City and the buyer will share equally in the costs of closing.

## **ADDITIONAL DOCUMENTS**

The property information packet available at the City Clerk's office will include the following documents:

- Proposal Form
- Homer Resolution 15-030(A)
- Homer City Code Chapter 18.12.020
- Homer Ordinance 15-22
- Plat
- Appraisal
- Zoning Information
- Preliminary Commitment for Title Insurance

**PROPOSAL FORM**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

A deposit in the amount of **10%** of the proposed price payable to the City of Homer is required and must be submitted with the sealed proposal by check or money order. Failure to include a proper deposit will result in rejection of the proposal as nonresponsive.

Deposit Amount: \_\_\_\_\_

**PROPOSAL**

Any proposal that is less than the stated minimum proposal will be rejected as nonresponsive.

**Lot 57, 58, 59, 60, 65, 66, 67, and 70, LILLIAN WALLI ESTATE**, according to Plat No. 88-16, in the Homer Recording District, Third Judicial District, State of Alaska.

**PROPOSAL FOR ALL LOTS:** \_\_\_\_\_

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**CITY OF HOMER  
HOMER, ALASKA**

Mayor/City Council

**RESOLUTION 15-030(A)**

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING THE  
CITY OF HOMER 2015 LAND ALLOCATION PLAN.

WHEREAS, The Property Management Policy and Procedures Manual sets policy for municipal land management; and

WHEREAS, Chapter 3 of the Property Management Policy and Procedures Manual establishes that a Land Allocation Plan will be developed annually; and

WHEREAS, The City Council discussed the Land Allocation Plan during a Worksession on April 27, 2015; and

WHEREAS, The Economic Development Advisory Commission, Parks and Recreation Advisory Commission, Port and Harbor Advisory Commission, and Advisory Planning Commission reviewed the draft Land Allocation Plan and provided their recommendations as outlined in Memorandum 15-055 by the Deputy City Planner; and

WHEREAS, Council had the following recommendations to amend the plan:

1. Homer Spit No. 5 Lot 11 - portion be available for long term cell tower lease
2. Homer Spit No. 2 Lot 12-A - remove from short term lease
3. Homer Spit Subdivision Amended, Lots 28 and 29 - retain for parking and restrooms, deleting reference to harbormaster office
4. HM T06S R 13W S19 Portion Thereof S of Olsen Lane; T 6S R 13W Sec 28 Seward Meridian HM Govt Lots 5, 6, 7, 8; T 6S R 13W Sec 28 Seward Meridian HM Govt Lots 10-15 - designate as parks
5. C7 - Government Lots 10, 21, 24, 25 HM T06S R13W S14 will be advertised for sale
6. E19 - T 6S R 13W Sec 20 Seward Meridian HM 0840005 Lakeside Village Sub Amended Lot 2 Blk 4 staff to explore and bring a recommendation to replat to extend through to Lakeside Drive (act on Resolution 09-33)
7. E22 - That Portion of Govt Lot 3 Lying Southwesterly of Kachemak Drive, T6S R13W S23 list lot for sale pending appraisal and attempt to contact adjacent land owners to see if they have an interest in purchasing
8. E23 - Government Lot 36 HM T06S R13W S14, Harry Feyer Subdivision Lot 1 list lot for sale pending appraisal
9. E6 - HM0880016 T06S R14W S24 Lillian Walli Estate Sub Lot 60, 65, 66, 67, 70, 57, 58, 59 list all lots for sale

43 NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Homer 2015  
44 Land Allocation Plan is hereby approved as presented.

45  
46 PASSED AND ADOPTED by the Homer City Council this 27<sup>th</sup> day of April, 2015.



CITY OF HOMER

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51 *Mary E. Wythe*  
52 MARY E. WYTHE, MAYOR

53 ATTEST:

54  
55 *Jo Johnson*  
56 \_\_\_\_\_  
57 JO JOHNSON, MMC, CITY CLERK

58  
59 Fiscal Note: N/A

## **Ordinance 15-22 Declaring Lillian Walli Estates Subdivision Lots 57-60, 65-67, and 70 No Longer Need to Be Retained For a Public Purpose**

**Ordinance ID:** 15-22

**Ordinance Status:** Adopted

**Ordinance Summary:**

An Ordinance of the City Council of Homer, Alaska, Declaring That Lillian Walli Estates Subdivision Lots 57-60, 65-67, and 70 No Longer Need to Be Retained For a Public Purpose as No Public Need Exists For Retaining the Property and Releasing HM0880016 T06S R14W S24 Lillian Walli Estate Sub Lot 60, 65, 66, 67, 70, 57, 58, 59 For Sale Subject to Land Disposal Proceedings Under the Homer City Code. City Manager.

CITY OF HOMER

HOMER, ALASKA

City Manager

ORDINANCE 15-22

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA DECLARING THAT LILLIAN WALLI ESTATES SUBDIVISION LOTS 57-60, 65-67, AND 70 NO LONGER NEED TO BE RETAINED FOR A PUBLIC PURPOSE AS NO PUBLIC NEED EXISTS FOR RETAINING THE PROPERTY AND RELEASING HM0880016 T06S R14W S24 LILLIAN WALLI ESTATE SUB LOT 60, 65, 66, 67, 70, 57, 58, 59 FOR SALE SUBJECT TO LAND DISPOSAL PROCEEDINGS UNDER THE HOMER CITY CODE

WHEREAS, Ordinance 93-17, Section 2, accepted and designated Lillian Walli Estates Subdivision Lots 57-60, 65-67, and 70: KPB Parcel No. 175-241-11 and Parcel No. 175-241-12 ("Property") for a public purpose and declared that a public need existed for the retention of the Property by the City at the time the Property was accepted; and

WHEREAS, Ordinance 94-2(A) confirmed the designation of the Property for a public purpose and the then existing public need for retention of the Property, which was described in Ordinance 94-2(A) as Assessor's Parcel No. 175-241-12-4, Plat No. 88-16 and Lot 67; and

WHEREAS, The City of Homer, Alaska, determined in Resolution 15-030(A) authorizing the City 2015 Land Allocation Plan that the Property, described within the Resolution as HM0880016 T06S R14W S24 LILLIAN WALLI ESTATE SUB LOT 60, 65, 66, 67, 70, 57, 58, 59, should be subject to sale as part of that allocation plan; and

WHEREAS, The Property as described in Resolution 15-030(A) or in Ordinances 93-17 and 94-2(A), is no longer needed for a public purpose and it is now in the City's best interest to dispose of the Property via sale.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Property is no longer needed for public use or purpose;

Section 2. The City Manager is hereby authorized to commence the sale of the Property subject to the Homer City Code, including but not limited to HCC Chapter 18.12.

Section 3. This Ordinance is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

CITY OF HOMER

\_\_\_\_\_

MARY E. WYTHE, MAYOR

ATTEST:

\_\_\_\_\_

JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:



First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form.

Mary K. Koester, City Manager

Thomas F. Klinkner, City Attorney

Date:

Date:

Fiscal Note: N/A

**Ordinance Introduction Date:** Mon Jun 15th, 2015

**Ordinance Public Hearing Date:** Mon Jun 29th, 2015

**Ordinance Second Reading Date:** Mon Jun 29th, 2015

**Ordinance Effective Date:** Tue Jun 30th, 2015

**Source URL (retrieved on 2015-10-06 14:54):**

<http://www.cityofhomer-ak.gov/ordinance/ordinance-15-22-declaring-lillian-walli-estates-subdivision-lots-57-60-65-67-and-70-no-longer-need-to-e>

**18.08.180 Assessments – Capital improvement projects.**

a. A lessee of City property shall pay all real property special assessments levied and assessed against the property to the full extent of installments falling due during the term of the lease.

b. In the event the City completes a capital improvement project which directly benefits the leasehold property and no local improvement district is formed to pay the cost thereof, the City may, in its sole discretion, impose, and the lessee shall pay as additional rent, the leasehold property's proportionate share of the cost of the improvement. The amount of additional rent imposed annually by the City under this subsection shall not exceed the amount which would have been payable annually by the lessee if a local improvement district had been formed which provided for installment payments on a schedule and bearing interest at rates typical of other local improvement districts of the City for that type of capital improvement. [Ord. 92-10, 1992].

**18.08.190 Connection to utilities.**

A lessee of City property shall connect to City utilities and bear all costs of connections and adhere to all applicable local, State and Federal regulations. Connections to newly installed City utilities shall be made as soon as possible after completion. [Ord. 92-10, 1992].

**18.08.200 Fee schedule.**

The fees for lease applications, lease fees, and assignment fees shall be established by the City Council from time to time by means of a resolution. [Ord. 92-10, 1992].

## Chapter 18.12 DISPOSAL OF REAL PROPERTY

**Sections:**

- 18.12.010 Powers.
- 18.12.020 Real property disposal procedure.
- 18.12.030 Appraisal.
- 18.12.040 Disposal for fair market value.
- 18.12.050 Exempted disposals of real property.
- 18.12.060 Easements, rights-of-way and other public areas.
- 18.12.070 Proceeds of sale of foreclosed properties.

**18.12.010 Powers.**

The City has the power to sell, donate, exchange or make other dispositions of real property or interests in real property, subject to the requirements in this chapter. [Ord. 15-28(A) § 1, 2015].

**18.12.020 Real property disposal procedure.**

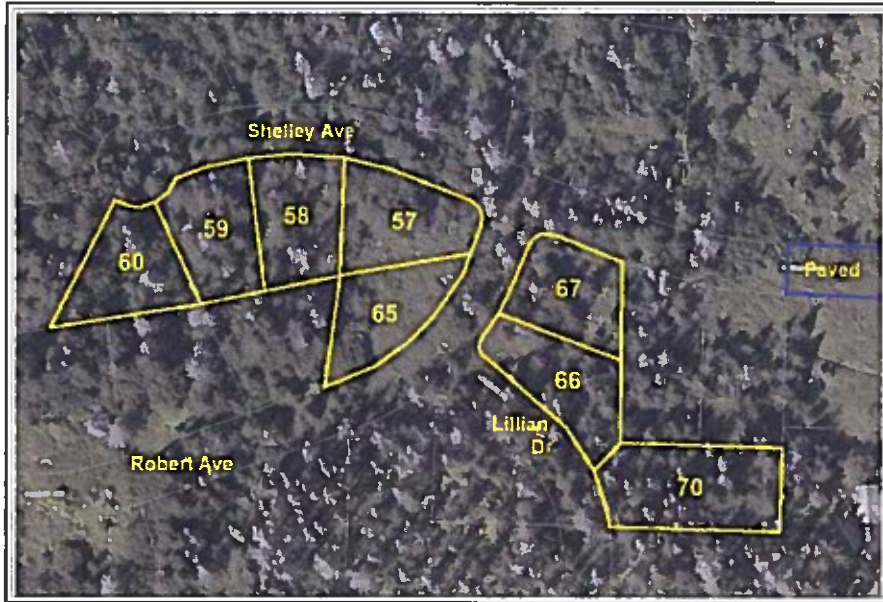
- a. A proposal to dispose of real property owned by the City may be initiated by the City Manager or the Council, or in response to a request received from any person.
- b. The disposal of real property shall be authorized by ordinance. The ordinance shall include a finding that the property is no longer required for a public use, and shall include such terms and conditions of the disposal as the Council shall determine. For property that the City acquired through foreclosure, the ordinance shall include the information and be adopted under the procedure required by HCC 18.06.042.
- c. Notice of any proposed disposal of real property shall be posted on the City's website for at least two consecutive weeks before the ordinance authorizing the transaction is considered by the City Council in final reading, in addition to any other notice required by the Alaska Statutes.
- d. Real property shall be sold at public auction or by an invitation for competitive sealed bids or proposals, except when the Council finds it is advantageous to the City to sell real property by another method, including without limitation lotteries, over-the-counter sales or sole source negotiations.
- e. The City Manager shall conduct and close the disposal in accordance with the terms of the authorizing ordinance, including executing all necessary documents. The City Manager may execute a deed for real property sold by the City only upon receipt of full payment, or a satisfactory financing agreement, and compliance with all terms and conditions of the conveyance. Conveyance shall be quitclaim deed. [Ord. 15-28(A) § 1, 2015].

**18.12.030 Appraisal.**

Before disposing of any real property whose most recent assessment by the Kenai Peninsula Borough is greater than \$50,000, the City shall obtain an appraisal of the fair market value of the property from a competent independent appraiser, performed not more than 12 months before the date of the disposal; provided, that no appraisal is required in any of the following situations:

- a. The property is being sold at public auction, by competitive sealed bid, or some other form of competitive bid or proposal process open to the public;
- b. The property is being conveyed in a transaction authorized by HCC 18.12.050;
- c. The Council has authorized the disposal of the property for less than fair market value in accordance with HCC 18.12.040; or
- d. The Council has determined that the fair market value of the property can be reasonably

APPRAISAL OF



EIGHT VACANT LOTS

LOCATED AT:

NHN Shelley Avenue  
Homer, AK 99603

FOR:

Client: City of Homer Planning Department  
491 East Pioneer Avenue  
Homer, AK 99603

BORROWER:

N / A

AS OF:

June 17, 2015

BY:

Kirk Olsen, Certified Appraiser  
PO Box 580, Homer, AK 99603

Kirk Olsen, Certified Appraiser  
**LAND APPRAISAL REPORT**

File No. 13755

Borrower N/A Census Tract 0010.00 Map Reference ESN 201  
 Property Address NHN Shelley Avenue  
 City Homer County Kenai Peninsula Borough State AK Zip Code 99603  
 Legal Description Lots 57, 58, 59, 60, 65, 66, 67, & 70, Lillian Walli Estate Subdivision  
 Sale Price N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$0 (yr.) Loan charges to be paid by seller N/A Other sale concessions N/A (not a sale)  
 Lender/Client Client: City of Homer Planning Department Address 491 East Pioneer Avenue, Homer, AK 99603  
 Occupant Vacant Appraiser Kirk Olsen Instructions to Appraiser Current market value of eight vacant lots considered as one parcel (to be sold to a single buyer)

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg	Far	Poor
Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 4-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	<input checked="" type="checkbox"/> N	<input type="checkbox"/> O	<input checked="" type="checkbox"/> N	<input type="checkbox"/> E
Present 85 % One Unit	<u>3</u> % 2-4 Units	<u>2</u> % Apts	<u>1</u> % Condo	<u>0</u> % Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Land Use	<u>0</u> % Industrial	<u>9</u> % Vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input type="checkbox"/> Not Likely	<input checked="" type="checkbox"/> Likely	<input type="checkbox"/> Taking Place(*)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	(*)From <u>Vacant</u> To <u>single family</u>			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One Unit Price Range \$	<u>105</u> to \$ <u>600</u>	Predominant Value \$	<u>230</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One Unit Age	<u>New</u> yrs. to <u>45</u> yrs.	Predominant Age	<u>14</u> yrs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) Neighborhood boundaries, North, East, and West: Homer city limits, South: Kachemak Bay. This is the residential area within Homer city limits. A view of the bay and mountains is a strong selling point for many buyers. Other important factors are proximity to town and the availability of city utilities.

Dimensions Various (see attached plat) 3.02 ac  Corner lot  
 Zoning Classification Rural Residential Present Improvements  Do  Do Not Conform to Zoning Regulations  
 Highest and Best Use  Present Use  Other (specify) Single-family residential use (8 individual lots)  
 Elec.  Public  Other (Describe) OFF SITE IMPROVEMENTS  
 Gas  Nearby (not extended) Street Access  Public  Private  
 Water  Nearby (not extended) Surface Not constructed  
 San Sewer  Nearby (not extended) Maintenance  Public  Private  
 Underground Elec. & Tel.  Storm Sewer  Curb/Gutter  
 Sidewalk  Street Lights  
 Topo Gently sloping (see attached topographic map)  
 Size Typical for area  
 Shape Various  
 View Bay and mountain view from some lots  
 Drainage Contains 'Discharge Slope' & 'Wetland Upland Complex'  
 Property located in a HUD identified Special Flood Hazard Area?  Yes  No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) I noted no adverse factors. Shelley Avenue is constructed to within two lots of the subject parcel (see attached maps). Development of the eight individual lots will require extending Shelley Avenue and constructing portions of Robert Avenue and Lillian Drive. It will also require extending utilities: electric, phone, sewer, water, and gas. These utilities are in the area. Based on my inspection of these lots, the following currently have at least a partial view of the bay and mountains without clearing: Lots 58, 59, 60, 65 and 67.

The undersigned has recited three recent sales of properties most similar and proximate to the subject and has to be considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	NHN Shelley Avenue Homer, AK 99603	3895 Main Street Homer, AK 99603	2243 Highland Drive Homer, AK 99603	2500 Highland Drive Homer, AK 99603
Proximity to subject		1.10 miles NE	1.21 miles NW	1.15 miles NW
Sales Price	\$ Price per acre	\$ 45,413	\$ 35,000	\$ 27,778
Price \$/Sq. Ft.	Price per parcel	99,000	70,000	112,500
Data Source	Inspection tax rolls	AK MLS #12-4714	AK MLS #13-16469	AK MLS #13-1381
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	6/2015	Clsd 10/2014	Clsd 04/2014	Clsd 11/2013
Location	Suburban	Suburban	Suburban	Suburban
Site/View	3.02 ac / K Bay	2.18 ac / K Bay	2.00 ac/Partial view	4.05 ac / K Bay
Utilities	None extended	Utilities on site	None extended	Utilities in area
Site Imprvmts	None	None	None	None
Wetlands	70% WU / 30% DS	No wetlands	No wetlands	Wetland/Upland
Usable area	100%	100%	100%	~75%
Sales or Financing Concessions	17524110,11,12... Overall comparison	17513220,21 Similar	17529066 Inferior view	17501066 Superior view
Net Adj. (Total)		\$ 0	\$ 0	\$ 0
Indicated Value of Subject		Gross Adj: 0.0% Net Adj: 0.0% \$ 99,000	Gross Adj: 0.0% Net Adj: 0.0% \$ 70,000	Gross Adj: 0.0% Net Adj: 0.0% \$ 112,500

Comments on Market Data These seven sales (see next pages) are the most similar and recent available, presented by date of sale (newest to oldest). All are in Homer city limits with residential zoning. I included Comp 7, the oldest sale, because of its location near the subject and because it was developed as a subdivision. The sale prices range from \$70,000 (inferior lot) to \$125,000 (required no road construction). Median price: \$99,000. Mean price: \$102,751.

Comments and Conditions of Appraisal The subject parcel is appraised in its "as is" condition. To develop some or all of the eight individual lots will require major costs for right-of-way clearing, roads, and utility extensions.

Final Reconciliation I consider the lower bracket to the subject value to be Comp 7 at \$95,000, which took place in a weaker market than today. The upper bracket is Comp 5 at \$122,500, a recent sale with superior view amenity that did not require significant clearing. My value conclusion is in the mid-range. Current market conditions for land are not very strong because limited residential construction is taking place, and construction is what drives the land market.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF June 17, 2015 TO BE \$ \$100,000

APPRaiser: Signature Kirk Olsen Name Kirk Olsen Title Kirk Olsen, Certified Appraiser Date Report Signed 09/05/2015 State Certification # 225 State AK State License # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date of Certification or License 06/30/2017 Date of Inspection 06/17/2015

SUPERVISORY APPRAISER (if applicable): Signature \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date Report Signed \_\_\_\_\_ State Certification # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date of Certification or License \_\_\_\_\_ Date of Inspection  Did  Did Not Inspect Property





ADDENDUM

Borrower: N/A	File No: 13755	
Property Address: NHN Shelley Avenue	Case No.:	
City: Homer	State: AK	Zip: 99603
Lender: Client: City of Homer Planning Department		

**PRIOR ASSIGNMENT(S)** I have not performed any professional real estate services involving the subject property in the 36 months prior to the effective date of this assignment.

**INTENDED USER** The Intended User of this appraisal report is my client, The City of Homer Planning Department. There are no other intended users. No other party is authorized to use this report. I am not responsible to any unintended user or other third party.

**INTENDED USE** The Intended Use of this report is for selling the subject parcel. This use is subject to the stated Scope of Work, the purpose of the appraisal, the reporting requirements of this appraisal report form, and the Definition of Market Value. There is no other Intended Use. Any other use is unauthorized, and I assume no responsibility for it.

**ZONING** The property is within Homer city limits and is zoned *Rural Residential*.

**QUALIFICATIONS** I am qualified to perform this assignment by prior experience, education, and Alaska certification.

**CONFORMITY** The report conforms to the guidelines of FIRREA Title XI and the final rules for appraisals from the Office of Thrift Supervision and the Office of the Comptroller of the Currency. It also conforms to Uniform Standards of Professional Appraisal Practice (USPAP).

**DIGITAL SIGNATURE** My digital signature is password-protected against unauthorized use.

**WETLANDS** According to the Kenai Peninsula Borough wetlands mapping, a portion of the entire subject parcel (I estimate 70%) is classified as *Wetland Upland Complex*. Another portion (I estimate 30%) is classified as *Discharge Slope*. The breakdown is as follows:

- Lot 60: 100% *Wetland Upland Complex*
- Lot 59: 100% *Wetland Upland Complex*
- Lot 58: 100% *Wetland Upland Complex*
- Lot 57: 100% *Wetland Upland Complex*
- Lot 65: 100% *Wetland Upland Complex*
- Lot 66: 70% *Wetland Upland Complex*; 30% *Discharge Slope*
- Lot 67: 100% *Discharge Slope*.
- Lot 70: 100% *Discharge Slope*.

The mapping is for general planning purposes only and does not indicate a jurisdictional determination. For a specific determination, contact a private contractor or the Army Corps of Engineers. Wetlands are common in this market area, and normally do not preclude residential development. The intent of the regulations is to protect water quality by limiting the amount of fill allowed on wetlands.

**ENVIRONMENTAL ISSUES** I am not qualified to be an environmental inspector. I am not an expert in the identification of hazardous substances or detrimental environmental conditions. I advise the client to consult with environmental professionals for opinions in these matters.

**EXPOSURE TIME** Six to twelve months. This is the estimated length of time that the property 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. Exposure time is a retrospective analysis of the period prior to the effective date of the appraisal. Marketing time, on the other hand, is a prospective analysis of the period after the effective date of the appraisal.

**MARKETING TIME** Six to twelve months. This is an estimate of the time required to sell the property with adequate exposure to the market, assuming it were placed on the market on the date of the appraisal. The marketing period looks forward in time and gives a projection of the market after the date of appraisal. The local market is most active from about May to



ADDENDUM

Borrower: N/A	File No: 13755	
Property Address: NHN Shelley Avenue	Case No:	
City: Homer	State: AK	Zip: 99603
Lender: Client: City of Homer Planning Department		

September, and less active during the winter season. My estimate is based on my observations of this market, on sales data from MLS, and from discussions with local Realtors.

**TRUTH IN LENDING** This appraisal report was completed in full compliance with the appraiser independence requirements of Section 129E of the Truth in Lending Act.

**WORK FILE** I have summarized my analysis and conclusions in this report, but additional information is contained in my appraisal workfile.

**SUMMARY TABLE OF THE EIGHT SUBJECT LOTS**

Borrower: N/A	File No.: 13755
Property Address: NHN Shelley Avenue	Case No.:
City: Homer	State: AK Zip: 99603
Lender: Client: City of Homer Planning Department	

<b>Tax ID</b>	<b>Legal Description</b>	<b>Street</b>	<b>Acres</b>	<b>Assessed value</b>
17524129	Lot 57, Lillian Walli Estate Subdivision	Shelley Avenue	0.39	\$ 11,600
17524128	Lot 58, Lillian Walli Estate Subdivision	Shelley Avenue	0.38	\$ 11,600
17524127	Lot 59, Lillian Walli Estate Subdivision	Shelley Avenue	0.36	\$ 11,300
17524126	Lot 60, Lillian Walli Estate Subdivision	Shelley Avenue	0.35	\$ 11,100
17524130	Lot 65, Lillian Walli Estate Subdivision	Robert Avenue	0.35	\$ 11,100
17524111	Lot 66, Lillian Walli Estate Subdivision	Lillian Drive	0.36	\$ 11,300
17524112	Lot 67, Lillian Walli Estate Subdivision	Shelley Avenue	0.34	\$ 11,100
17524110	Lot 70, Lillian Walli Estate Subdivision	Lillian Drive	0.49	\$ 12,800
			<u>3.02</u>	<u>\$ 91,900</u>

**SUMMARY TABLE OF COMPARABLE LAND SALES**

Borrower: N / A		File No.: 13755
Property Address: NHN Shelley Avenue		Case No.:
City: Homer	State: AK	Zip: 99603
Lender: Client: City of Homer Planning Department		

MLS #	Date	Price	Street	Ac	Zone	Tax ID	Legal	
1	12-4714	10/24/2014	\$ 99,000	Main Street	2.18	RO	17513220	Bunnells L47 & Bunnells L48
2	13-16489	4/3/2014	\$ 70,000	Highland Drive	2.00	RR	17529068	Mountain Park Howell Replat Too L7A
3	13-1381	11/12/2013	\$ 112,500	Highland Drive	4.05	RR	17501086	Bidarka Hts #3 Inama Addn L2D
4	13-2324	4/8/2013	\$ 125,000	Latham Lane	2.23	RR	17702068	Homer Latham Dahlgren 1970 Addn L2-4
5	12-4762	3/28/2013	\$ 122,500	Uminski Circle	3.77	UR	17902091	Guy Waddell #3 Junes Addn L1A
6	04-410513	4/27/2005	\$ 95,258	W Fairview Ave	2.48	RR	17524017	WR Bell Wildflower Ranch Addn L3
7	01-406423	11/5/2001	\$ 95,000	West Hill Road	3.35	RR	17524181	Lillian Walli Estate Tract C

Median price:	\$ 99,000
Mean price:	\$ 102,751
Low price:	\$ 70,000
High price:	\$ 125,000

**SUBJECT PHOTOS - Page 1**

Borrower: N/A	File No.: 13755
Address: NHN Shelley Avenue	Case No.:
City: Homer St: AK Zip: 99603	Lender: Client: City of Homer Planning Department



Looking west on Shelley Avenue



Looking west from the end of Shelley Avenue



Looking east on Shelley Avenue



Looking west



Looking south



Looking east from West Hill Road. I used GPS waypoints to walk all eight of the subject lots and locate their approximate lot lines.

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N / A	File No.: 13755		
Address: NHN Shelley Avenue	Case No.:		
City: Homer	St: AK	Zip: 99603	Lender: Client: City of Homer Planning Department



COMPARABLE SALE #1

3895 Main Street  
Homer, AK 99603  
Sale Date: Clsd 10/2014



COMPARABLE SALE #2

2243 Highland Drive  
Homer, AK 99603  
Sale Date: Clsd 04/2014



COMPARABLE SALE #3

2500 Highland Drive  
Homer, AK 99603  
Sale Date: Clsd 11/2013

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N / A	File No.: 13755		
Address: NHH Shelley Avenue	Case No.:		
City: Homer	St: AK	Zip: 99603	Lender: Client: City of Homer Planning Department



COMPARABLE SALE #4

976 Latham Avenue  
Homer, AK 99603  
Sale Date: Cisd 4/2013



COMPARABLE SALE #5

1968 Uminski Circle  
Homer, AK 99603  
Sale Date: Cisd 03/2013



COMPARABLE SALE #6

000 West Fairview Avenue  
Homer, AK 99603  
Sale Date: Cisd 4/2005

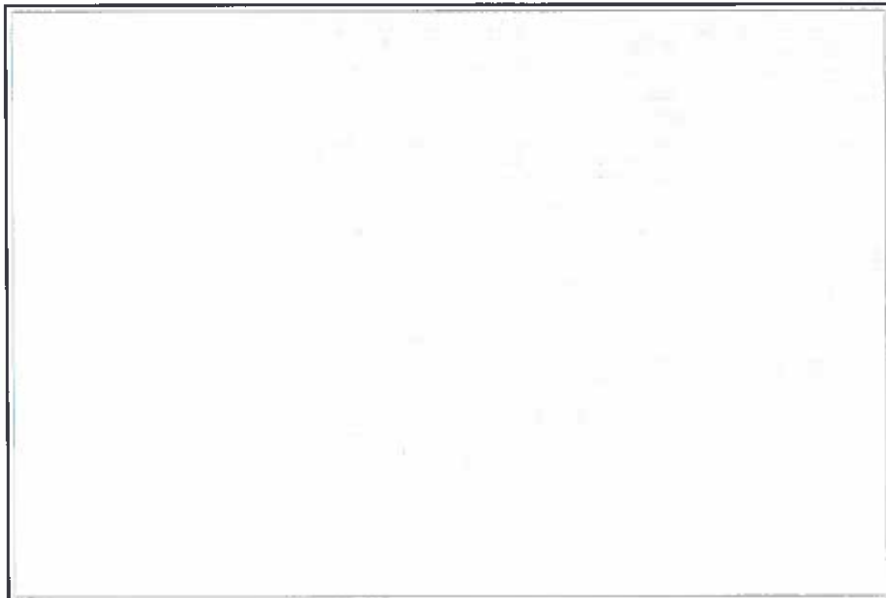
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N / A	File No.: 13755		
Address: NHH Shelley Avenue	Case No.:		
City: Homer	St: AK	Zip: 99603	Lender: Client: City of Homer Planning Department



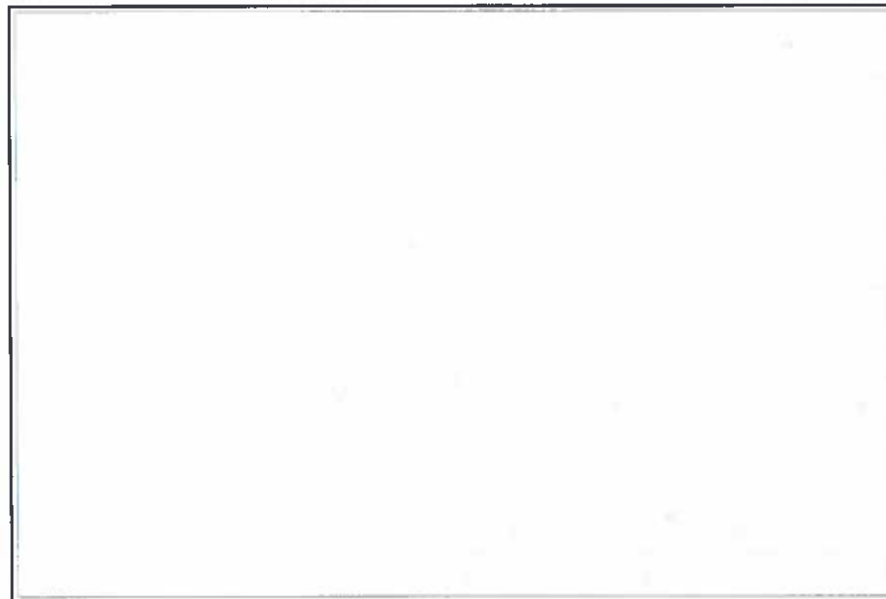
COMPARABLE SALE #7

1090 Carriage Court  
Homer, AK 99603  
Sale Date: Clsd 11/2001  
Sale Price: \$ 28,358



COMPARABLE SALE #8

Sale Date:  
Sale Price: \$

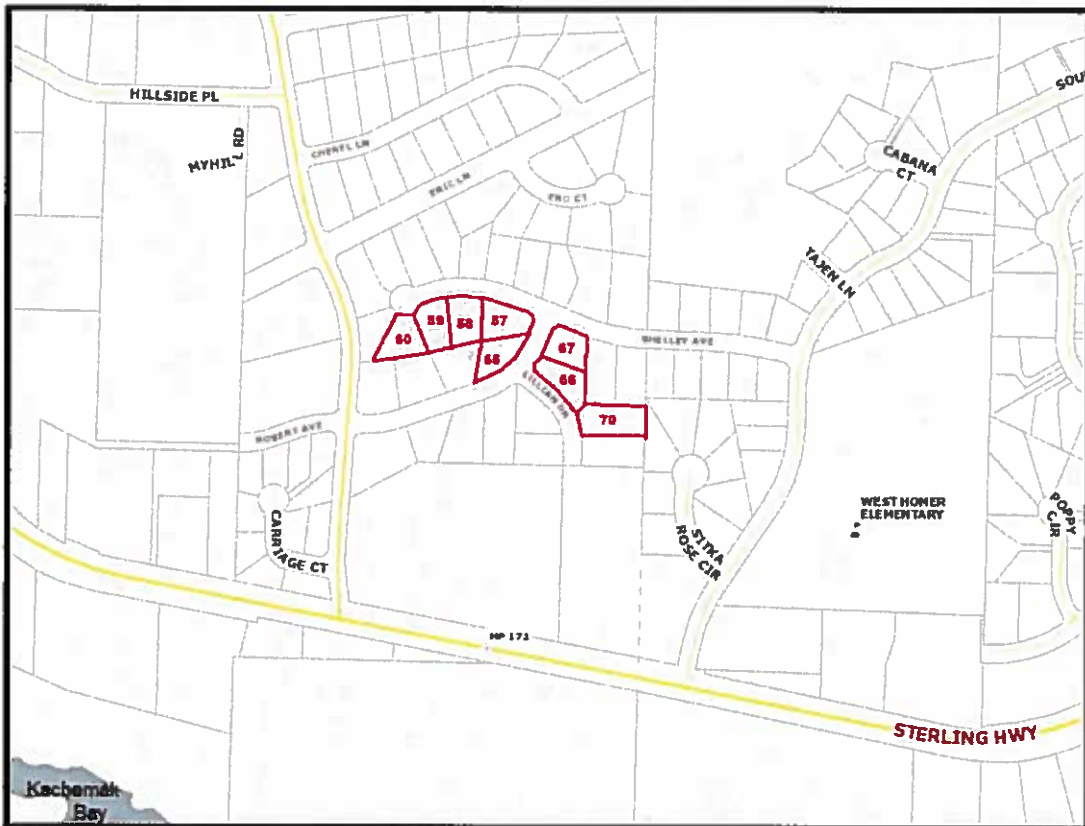
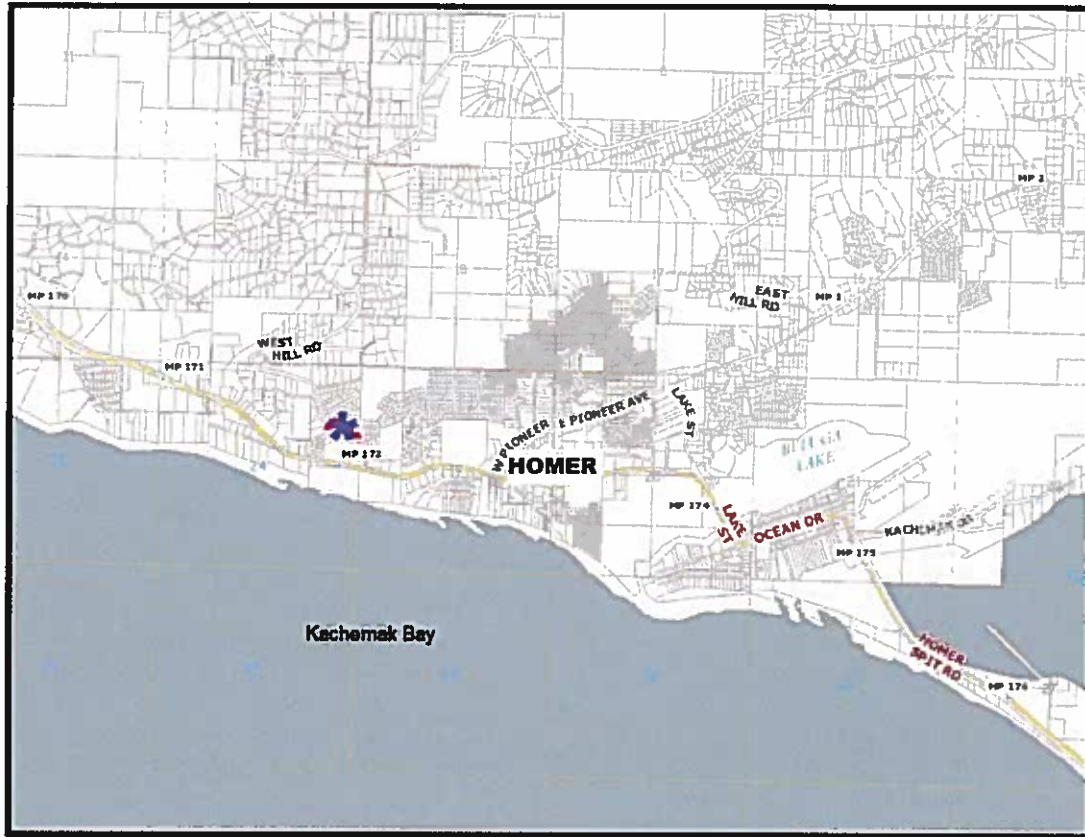


COMPARABLE SALE #9

Sale Date:  
Sale Price: \$

LOCATION MAPS

Borrower: N / A File No.: 13755  
Property Address: NHN Shelley Avenue Case No.:  
City: Homer State: AK Zip: 99603  
Lender: Client: City of Homer Planning Department

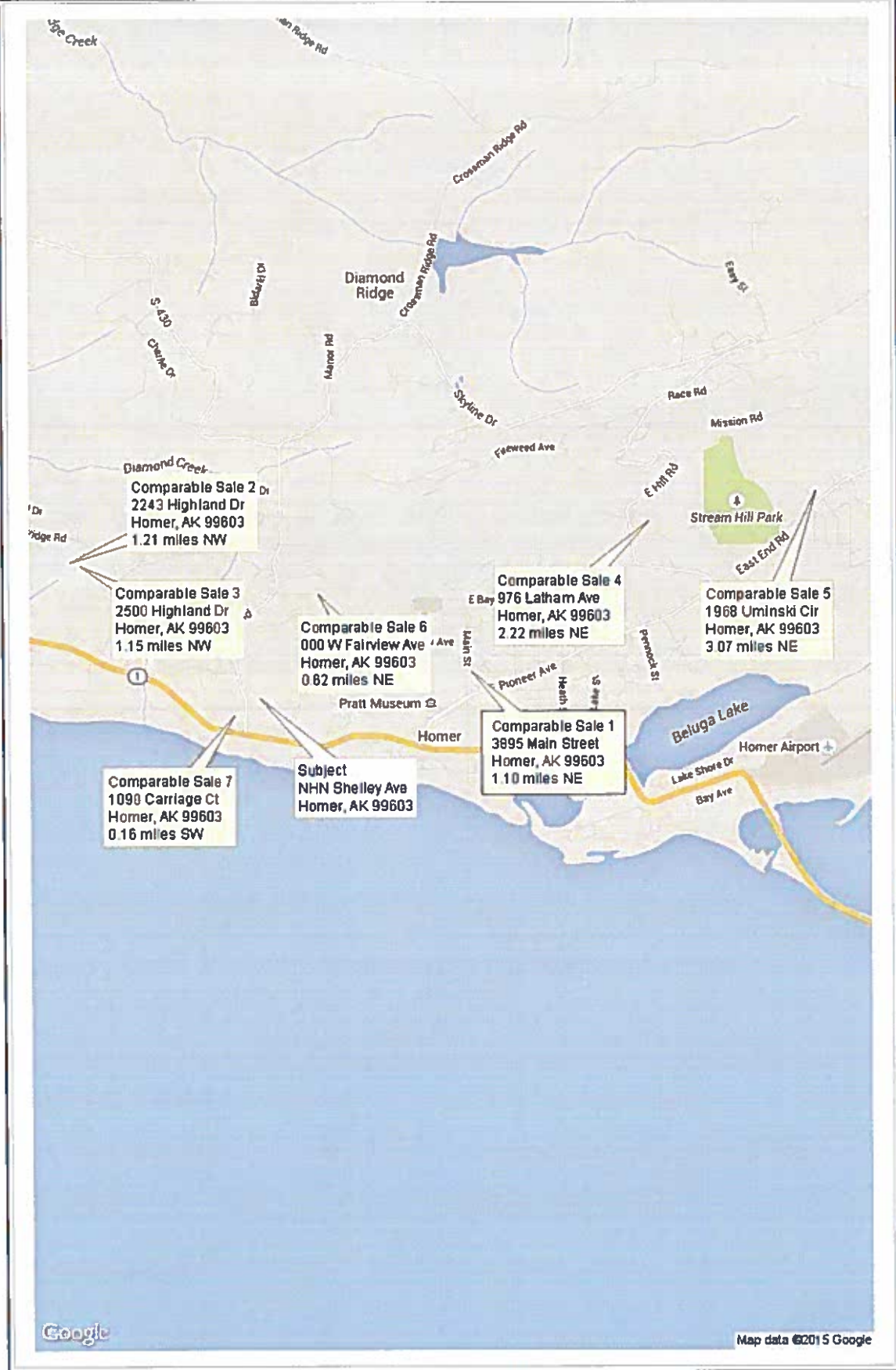


This appraisal may not be used by anyone other than the intended user(s) identified in this report.



LOCATIONMAP

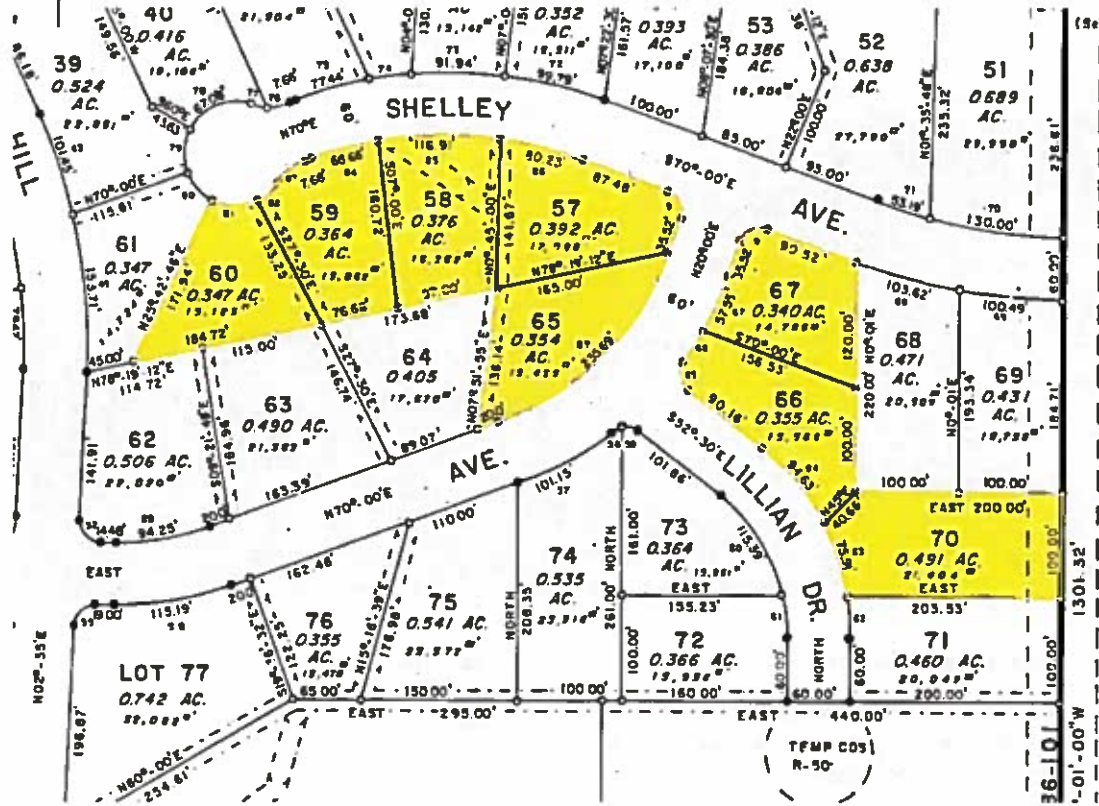
Borrower: N / A File No.: 13755  
Property Address: NHN Shelley Avenue Case No.:  
City: Homer State: AK Zip: 99603  
Lender: Client: City of Homer Planning Department



PLAT MAP

Borrower: N/A File No.: 13755  
Property Address: NHN Shelley Avenue Case No.:  
City: Homer State: AK Zip: 99603  
Lender: Client: City of Homer Planning Department

# *Lillian Walli Estate*



FLOOD MAP

Borrower: N / A	File No.: 13755
Property Address: NHN Shelley Avenue	Case No.:
City: Homer	State: AK Zip: 99603
Lender: Client: City of Homer Planning Department	



**FLOOD INFORMATION**

Community: CITY OF HOMER  
 Property is NOT in a FEMA Special Flood Hazard Area  
 Map Number: 0201076040B  
 Panel: 6040B  
 Zone: D  
 Map Date: 09-25-2009  
 FIPS: 02122  
 Source: FEMA DFIRM

**LEGEND**

- = FEMA Special Flood Hazard Area - High Risk
- = Moderate and Minimal Risk Areas
- Road View:
- = Forest
- = Water

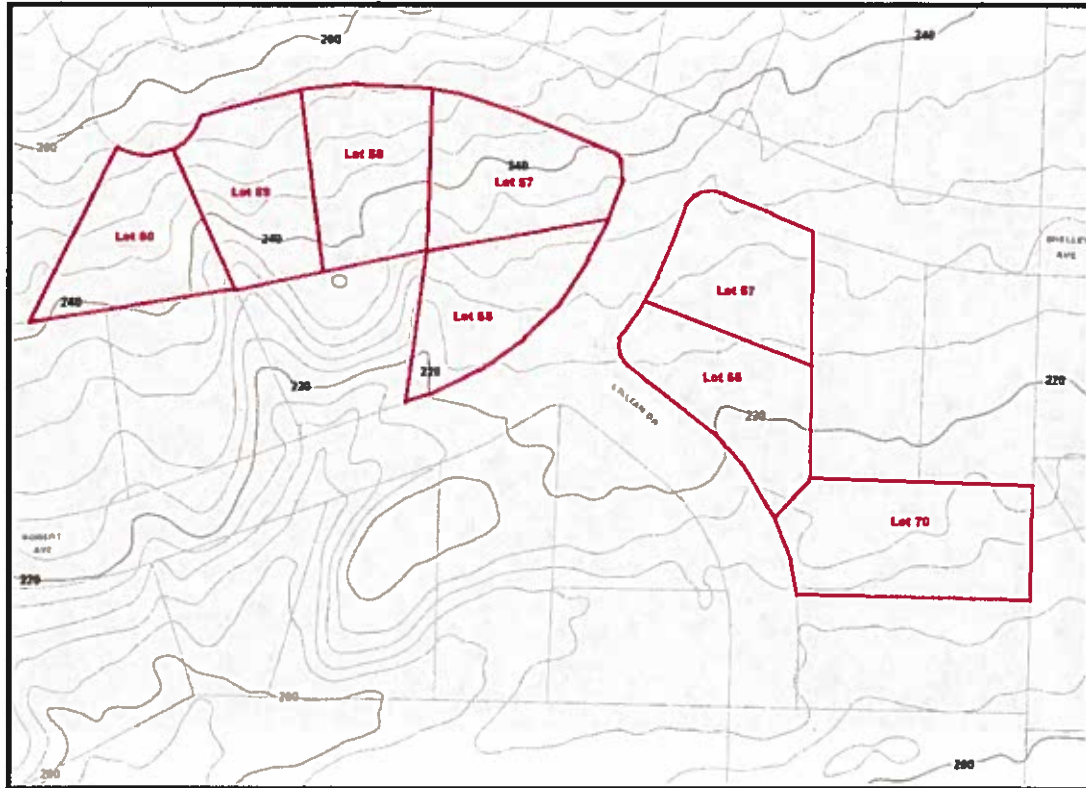
**Sky Flood™**

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

TOPOGRAPHIC MAP

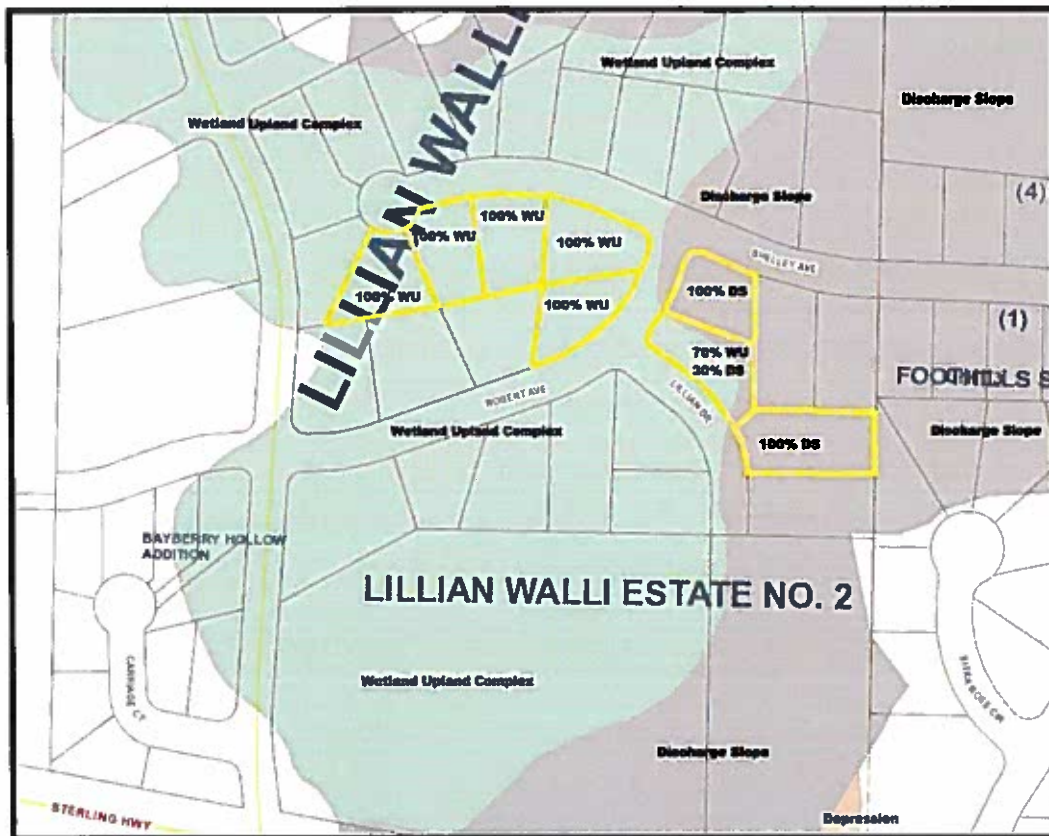
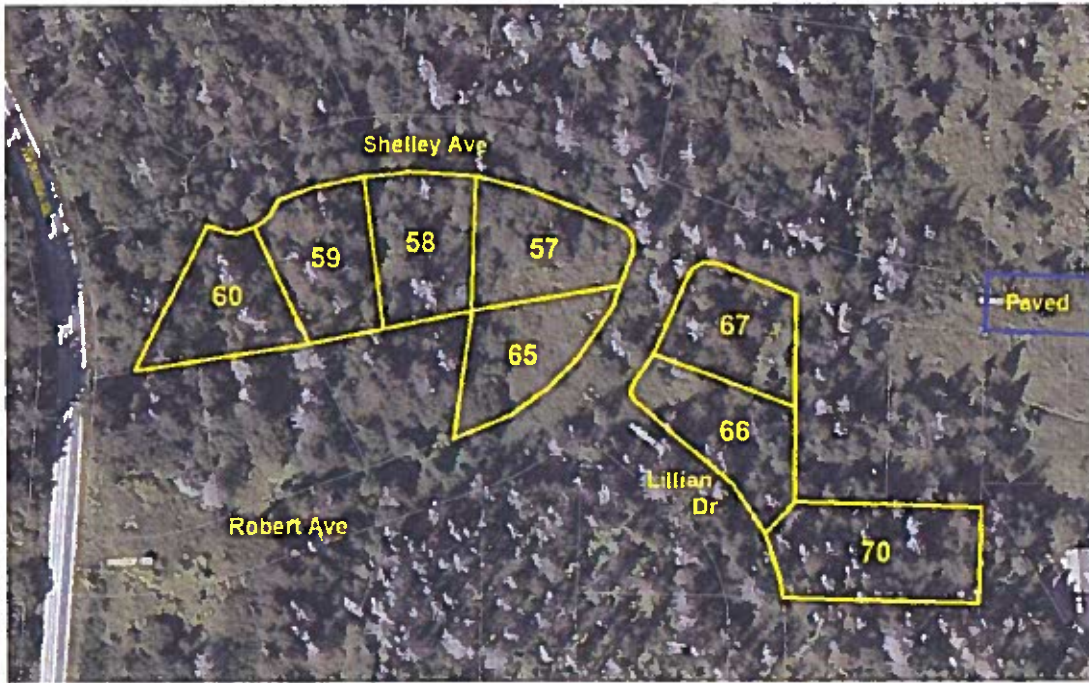
Borrower: N / A  
Property Address: NHN Shelley Avenue  
City: Homer  
Lender: Client: City of Homer Planning Department

File No.: 13755  
Case No.:  
State: AK  
Zip: 99603



**AERIAL PHOTO & WETLANDS MAP**

Borrower: N / A	File No.: 13755
Property Address: NHN Shelley Avenue	Case No.:
City: Homer	State: AK
Lender: Client: City of Homer Planning Department	Zip: 99603



This appraisal may not be used by anyone other than the intended user(s) identified in this report.

USPAP ADDENDUM

Borrower: N / A  
 Property Address: NHN Shelley Avenue  
 City: Homer County: Kenai Peninsula Borough State: AK Zip Code: 99603  
 Lender: Client: City of Homer Planning Department

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:  
 **Appraisal Report** A written report prepared under Standards Rule 2-2(a).  
 **Restricted Appraisal Report** A written report prepared under Standards Rule 2-2(b).

**Reasonable Exposure Time**  
 My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: six to twelve months

Reasonable Exposure Time: This is the estimated length of time that the property 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. Exposure time is a retrospective analysis of the period prior to the effective date of the appraisal. Marketing time, on the other hand, is a prospective analysis of the period after the effective date of the appraisal.

**Additional Certifications**

I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.


I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

I have no present or prospective financial interest in the subject property.

**Additional Comments**

Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the Client. The Intended Use is for a possible listing and sale of the property. This use is subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

<p><b>APPRAISER:</b></p> <p>Signature: <u></u>          Name: <u>Kirk Olsen, Certified Appraiser</u>          Date Signed: <u>09/05/2015</u>          State Certification #: <u>225</u>          or State License #: _____          or Other (describe): _____ State #: _____          State: <u>AK</u>          Expiration Date of Certification or License: <u>06/30/2017</u>          Effective Date of Appraisal: <u>06/17/2015</u></p>	<p><b>SUPERVISORY APPRAISER (only if required):</b></p> <p>Signature: _____          Name: _____          Date Signed: _____          State Certification #: _____          or State License #: _____          State: _____          Expiration Date of Certification or License: _____          Supervisory Appraiser inspection of Subject Property:  <input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from street <input type="checkbox"/> Interior and Exterior</p>
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**DEFINITION OF MARKET VALUE:** 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, 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 each acting in what he considers his own best interest; (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.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** NHN Shelley Avenue, Homer, AK, 99603

**APPRAISER:**

**SUPERVISORY APPRAISER (only if required)**

Signature: *Kirk Olsen*  
 Name: Kirk Olsen, Certified Appraiser  
 Date Signed: 09/05/2015  
 State Certification #: 225  
 or State License #: \_\_\_\_\_  
 State: AK  
 Expiration Date of Certification or License: 06/30/2017

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

Did  Did Not Inspect Property

PO Box 580, Homer, AK 99603



**APPRAISER CERTIFICATION**

Borrower: N / A	File No.: 13755	
Property Address: NHN Shelley Avenue	Case No.:	
City: Homer	State: AK	Zip: 99603
Lender: Client: City of Homer Planning Department		

License #: APRG223  
Effective: 08/05/2015  
Expires: 08/30/2017

**STATE OF ALASKA**  
Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
**Board of Certified Real Estate Appraisers**

Licensee: **KIRK ALAN OLSEN**  
License Type: **Certified General Real Estate Appraiser**  
Status: **Active**

Commissioner: Chris Hladick

*Kachemak Bay Title Agency, Inc.*

3733 Ben Walters Lane, Suite 1  
Homer, AK 99603

Tel: (907) 235-8196 Fax: (907) 235-2420

**LIMITED LIABILITY REPORT**

Agent for Stewart Title Guaranty Company

CITY OF HOMER  
491 E. Pioneer Ave.  
Homer, AK 99603  
Attention: Julie Engebretsen

File Number: 32304  
Premium: \$250.00  
Tax:

Today's Date: July 07, 2015

This is a Limited Liability Report as of June 29, 2015 at 8:00 A.M. on the following described property:

Lots Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), Sixty (60), Sixty-five (65), Sixty-six (66), Sixty-seven (67) and Seventy (70), LILLIAN WALLI ESTATE, according to Plat No. 88-16, in the Homer Recording District, Third Judicial District, State of Alaska.

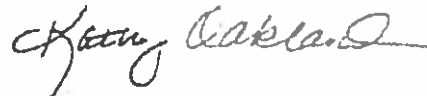
A search of the records of the Homer Recording District Office by this Company reveals that title to the property described herein is vested on the date shown above in:

CITY OF HOMER  
an estate in fee simple

SUBJECT only to the exceptions shown herein.

**Kachemak Bay Title Agency, Inc.**

By



Authorized Countersignature

Kathy Oakland  
Authorized Signator



**SUBJECT TO:**

1. **RESERVATIONS** and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
2. **TAXES AND ASSESSMENTS**, if any, due the taxing authority indicated:  
Taxing Authority: Kenai Peninsula Borough/City of Homer
3. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:  
Recorded: September 18, 1959  
Volume/Page: 17/328  
Granted To: Homer Electric Association, Inc.  
Affects: General Easement, no definite location disclosed
4. **EASEMENT** affecting a portion of said premises and for the purposes herein noted, and incidental purposes, delineated on the face of, or dedicated by the noted plat:  
Plat No.: 88-16  
For: Utility Easement  
Affects: West 10 feet of Lots 57, 59 and 65 and the East 10 feet of Lots 58 and 60
5. **EFFECT** of the notes on said Plat No. 88-16, to the record of which reference is hereby made.
6. **SUBJECT TO A ROAD RESERVATION** of 33 feet along each side of the section line as created by 43 U.S.C. 932 (Affects Lot 70)
7. **EFFECT, IF ANY, OF:**  
**SUBDIVISION AGREEMENT:**  
Dated: May 16, 1988  
Recorded: May 19, 1988  
Volume/Page: 183/424  
Executed by: Ero Steve Walli, executor and John Robert Gibson, Co-Executor and City of Homer
8. **EFFECT, IF ANY, OF:**  
**AGREEMENT for Assumption of Pro-Rata Share of Assessments:**  
Recorded: September 18, 1959  
Volume/Page: 187/241  
Executed by: John R. Gibson, et al.

This report is restricted to the use of the addressee and is not to be used as a basis for closing any transaction affecting title to said property. Liability of the Agency is limited to the compensation received therefore.

July 07, 2015

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT HOMER

IN THE MATTER OF CITY OF HOMER  
LOCAL IMPROVEMENT DISTRICT  
FORECLOSURES: STERLING HIGHWAY  
WATER AND SEWER IMPROVEMENT  
DISTRICT AND THE COOPER  
SUBDIVISION SEWER IMPROVEMENT  
DISTRICT FOR 1989 AND 1990.

Case No. 3HO-90-451 CIVIL

CORRECTED CLERK'S DEED

This corrected Clerk's Deed is executed and delivered for the sole purpose of correcting an error appearing in the legal description of that Clerk's Deed already delivered by the Clerk of Court to the City of Homer, and recorded in Book 225 at Pages 321 and 322 of the records of the Homer Recording District, Alaska, on August 20, 1993. Said Clerk's Deed incorrectly includes Lot 56 and omits Lot 67 of LILLIAN WALLI ESTATES, according to Plat No. 88-16.

In the matter of the foreclosing of liens for delinquent special assessments of the City of Homer for the years 1989 and 1990, the liens having been foreclosed by judgment and decree of the Superior Court, and the properties described herein remaining unredeemed after the expiration of the redemption period prescribed by law, and notice of the expiration of the redemption period having been given as

PERKINS COIE  
1029 West Third Avenue, Suite 300  
Anchorage, Alaska 99501-1970  
(907) 279-8561


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prescribed by law, I, the undersigned Clerk of Court for the State of Alaska, Third Judicial District, pursuant to AS 29.53.360, convey to the City of Homer, whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, all right, title and interest in the properties described herein, situated in the Homer Recording District, Third Judicial District, State of Alaska:

Lots 57, 58, 59, 60, 65, 66, 67, and 70,  
LILLIAN WALLI ESTATES, according to Plat No. 88-16.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the trial courts for the State of Alaska, Third Judicial District, this 17 day of November, 1993.

  
Clerk of the Court for the State  
of Alaska, Third Judicial District

Per Order of the Court Dated:  
November 9, 1993

PERKINS COIE  
1029 West Third Avenue, Suite 300  
Anchorage, Alaska 99501-1970  
(907) 279-8561

The foregoing instrument was acknowledged before me  
this 17 day of November, 1993, by ROBIN L. ANDREE,  
Clerk of Court for the State of Alaska, Third Judicial  
District.

*Deirdre J. Check*  
Deputy Clerk of Court

Return to:  
City Clerk  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603



93-4122

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TIME	9:38 AM
Requested by	City of Homer
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PERKINS COIE  
1029 West Third Avenue, Suite 300  
Anchorage, Alaska 99501-1970  
(907) 279-8561

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT KENAI

IN RE: KENAI PENINSULA BOROUGH )  
1991 FORECLOSURE OF DELINQUENT )  
1990 REAL PROPERTY TAX LIENS. )

Case No. 3KN-91-105 CI

CLERK'S DEED

In the matter of foreclosure of delinquent tax liens by the Kenai Peninsula Borough, Soldotna, Alaska, for the year 1990, I, Robin L. Andree, Clerk of Superior Court for the State of Alaska, Third Judicial District, 145 Main Street Loop, Kenai, Alaska 99611, pursuant to the provisions of AS 29.45.450, do hereby convey to the CITY OF HOMER, 491 E. Pioneer Avenue, Homer, Alaska 99603, all right, title and interest in the properties in the area of the City of Homer, Homer Recording District, and not redeemed as provided by law, which properties are described as follows:

Lot Sixty-Seven (67), LILLIAN WALLI ESTATES, according to Plat No. 88-16, located in the Homer Recording District, Third Judicial District, State of Alaska. (Tax Assessor No. 175-241-12-4)

Lot Nine (9), THOMPSON SUBDIVISION, according to Plat No. 64-51, located in the Homer Recording District, Third Judicial District, State of Alaska. (Tax Assessor No. 179-020-28-4)

Tract H-Two (H-2), a Resubdivision of Tracts "G" and "H" of TIETJEN SUBDIVISION, according to Plat No. 75-42, located in the Homer Recording District, Third Judicial District, State of Alaska. (Tax Assessor No. 179-280-33-4)

OCT 27 1993





IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT HOMER

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IN THE MATTER OF CITY OF HOMER  
LOCAL IMPROVEMENT DISTRICT  
FORECLOSURES: STERLING HIGHWAY  
WATER AND SEWER IMPROVEMENT  
DISTRICT AND THE COOPER  
SUBDIVISION SEWER IMPROVEMENT  
DISTRICT FOR 1989 AND 1990.

Case No. JHO-90-451 CIVIL

CLERK'S DEED

In the matter of the foreclosing of liens for delinquent special assessments of the City of Homer for the years 1989 and 1990, the liens having been foreclosed by judgment and decree of the Superior Court, and the properties described herein remaining unredeemed after the expiration of the redemption period prescribed by law, and notice of the expiration of the redemption period having been given as prescribed by law, I, the undersigned Clerk of Court for the State of Alaska, Third Judicial District, pursuant to AS 29.53.360, convey to the City of Homer, whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, all right, title and interest in the properties described herein, situated in the Homer Recording District, Third Judicial District, State of Alaska:

JUL - 2 1993 6:58-93

PERKINS COIE  
1029 West Third Avenue, Suite 300  
ANCHORAGE, ALASKA 99501-1970  
(907) 279-8561

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Lots 57, 58, 59, 60, 65, 66, 56, and 70,  
LILLIAN WALLI ESTATES, according to Plat No.  
88-16.

IN WITNESS WHEREOF, I have hereunto set my hand and  
the seal of the trial courts for the State of Alaska, Third  
Judicial District, this 10 day of August, 1993.



Robin L. Andree  
Clerk of the Court for the State  
of Alaska, Third Judicial District

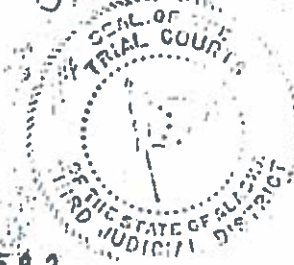
Per Order of the Court Dated:

August 6, 1993

The foregoing instrument was acknowledged before me  
this 10 day of AUGUST, 1993, by ROBIN L. ANDREE  
Clerk of Court for the State of Alaska, Third Judicial  
District.

Dorinda Cheek  
Deputy Clerk of Court

Return to:  
City Clerk  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603



93-2583

HOMER REC DISTRICT  
REQUESTED BY City of Homer

'93 AUG 20 PM 3 15

PERKINS COIE  
1029 West Third Avenue, Suite 300  
Anchorage, Alaska 99501-1970  
(907) 279-8561

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT KENAI

IN RE: KENAI PENINSULA BOROUGH )  
1990 FORECLOSURE OF DELINQUENT )  
1989 REAL PROPERTY TAX LIENS. )

Case No. 3KN-90-090 CI

CLERK'S DEED

In the matter of the foreclosure of delinquent tax liens by the Kenai Peninsula Borough, Soldotna, Alaska, for the year 1989, I, Robin L. Turnbull-Andree, Clerk of the Superior Court for the State of Alaska, Third Judicial District, 145 Main Street Loop, Kenai, Alaska 99611, pursuant to the provisions of AS 29.45.450, do hereby convey to the CITY OF HOMER, 491 East Pioneer Avenue, Homer, Alaska 99603, all right, title and interest in the properties in the area of the City of Homer, Homer Recording District, and not redeemed as provided by law, which properties are described as follows:

Lots Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), Sixty (60), Sixty-five (65), and Seventy (70), LILLIAN WALLI ESTATE, filed under Plat No. 88-16, Homer Recording District, Third Judicial District, State of Alaska. Tax Parcel Nos. 175-241-29; 175-241-28; 175-241-27; 175-241-26; 175-241-30; 175-241-10

Lots Two (2), Three (3), Four (4), Five (5), Eight (8), Nine (9), Ten (10) and Eleven (11), GLACIER VIEW SUBDIVISION NO. SEVENTEEN (17), filed under 85-38, Homer Recording District, Third Judicial District, State of Alaska. Tax Parcel Nos. 177-107-14; 177-107-15; 177-107-13; 177-107-12; 177-107-11; 177-107-10; 177-107-09; 177-107-08

SUBJECT TO the payment by the City of Homer to the Kenai Peninsula Borough of unpaid Borough taxes and costs of foreclosure levied against the properties before foreclosure.

This instrument is executed without covenants of any character, express or implied, and the execution thereof shall not in any circumstances impose any liability on the undersigned.

Clerk's Deed  
City of Homer  
Page 1 of 2

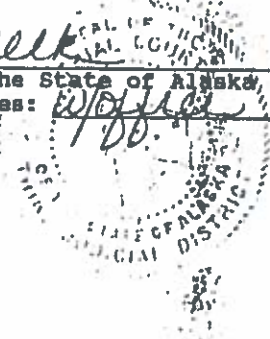
AUG 24 1992

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Superior Court for the State of Alaska, Third Judicial District, this 18 day of September, 1992.

*John Andrew Aude*  
Clerk of the Superior Court

SUBSCRIBED AND SWORN TO on this 18 day of September, 1992.

*Dwight J. Cheek*  
Notary Public for the State of Alaska  
My commission expires: 10/01/93



Return to:  
Kenai Peninsula Borough  
Borough Attorney's Office  
144 N. Binkley Street  
Soldotna, AK 99669

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HOMER REC 18  
DISTRICT  
REQUESTED BY KPB

'92 SEP 28 AM 10 25

BOOK 0187 PAGE 241

**AGREEMENT FOR ASSUMPTION OF PRO RATA  
SHARE OF ASSESSMENTS AND RESPONSIBILITIES  
UNDER DEVELOPMENT AGREEMENT, CITY OF HOMER**

1           THIS AGREEMENT, made the 16<sup>th</sup> day of NOVEMBER, 1988,  
2 by and between the CITY OF HOMER, a first class Alaskan  
3 municipality, hereinafter called City, and all persons having an  
4 interest in certain real property hereinafter described, and  
5 referred to as "The Walli Tract", hereinafter referred to  
6 collectively as "the Walli Interests".

7           **WITNESSETH:**

8           **WHEREAS**, the Walli Interests have subdivided the Walli  
9 Tract, hereinafter described into 75 lots for the purpose of sale  
10 to individual purchasers, and

11           **WHEREAS**, the Walli Interests acknowledge that assessments  
12 for the construction of water and sewer utilities by the City  
13 which benefit a portion of the Walli Tract, are a first lien  
14 against said property in the total sum of \$249,657.88, and

15           **WHEREAS**, the Walli Interests have requested that the City  
16 allow payment of the aforesaid assessments by applicable  
17 individual owners of lots within the Walli Subdivision, Plat No.  
18 88-16 filed in the Homer Recording District on February 17, 1988  
19 on a pro rata basis, and

20           **WHEREAS**, Ero Steve Walli and John R. Gibson, as executors,  
21 signed a development agreement with the City of Homer, which is  
22 recorded in Book #183 pages 424 and 425 Homer Recording District,  
23 the terms of this Development Agreement being incorporated herein  
24 by this reference, designating themselves responsible for street,  
25 drainage, water, storm drain, sanitary sewer, street signs,  
26

Law Offices of MAJOR, JEWELL & STANFELL  
401 WEST DIVISION AVENUE, SUITE 212  
ANCHORAGE, ALASKA 99501 • Telephone 878-1844  
HOMER, ALASKA • TELEPHONE 824-8700

1 street lighting, underground power and monumentation improvements  
2 to the Walli Estate, and

3 WHEREAS, Eric Steve Walli and John R. Gibson also represented  
4 in said development agreement with the City of Homer that no  
5 building permit and/or request for utility connection will be  
6 submitted to the City for any lot within the subdivision until  
7 such time that the improvements are completed and accepted by the  
8 City of Homer.

9 NOW, THEREFORE, in consideration of the premises and the  
10 mutual benefits derived herefrom, the parties agree as follows:

11 1. Pro-rata Assessment. The City agrees to allow pro rata  
12 assessment of individual lots in the Walli Subdivision subject to  
13 all terms and conditions of this agreement.

14 2. Property Descriptions. The Walli Tract is described as  
15 follows:

16 Tracts A, B, C, D and Lots 1 to 77 of Plat No. 88-16,  
17 filed in the Homer Recording District, Third Judicial  
18 District, State of Alaska, prepared by Benning Johnson,  
19 Registered Professional Land Surveyor, approved by the  
20 Kenai Peninsula Borough on the 16th day of May, 1988.

21 3. Acknowledgment of Assessments. The parties acknowledge  
22 that the total amount of the assessments for water and sewer  
23 utilities now due on the Walli Subdivision properties included in  
24 the Sterling Highway Improvement District above described, is  
25 \$249,657.00. The parties further acknowledge and agree that the  
26 pro rata share of such assessments which are attributable to and  
are a lien on individual lots is listed in the Schedule of  
Assessments hereby incorporated by this reference and a copy  
thereof attached hereto marked as Exhibit A.

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4. Guaranty. The Walli Interests agree to remain liable for payment of pro rata share of assessments as described above in the event of default in any payment of such assessments to the City by the individual owners of property in the Walli Subdivision as listed in Exhibit A.

5. Priority of Assessment Liens. The Walli Interests acknowledge that the pro rata share of assessments referred to above are a lien against the above described property, having priority against all other liens thereon except municipal tax liens, pursuant to Alaska Statutes 29.46.889(c).

6. Assumption of Responsibilities Under Development Agreement. The Walli Interests hereby assume responsibilities for performance of all conditions of the Development Agreement signed by Ero Steve Walli and John R. Gibson, Executors, with the City of Homer, excluding the owners of Tract A, C and D of the above described property. The following named Heirs are specifically referred to under this paragraph as having accepted responsibility under the development agreement attached hereto as Exhibit B: John R. Gibson, Ero Steve Walli, Carolyn Platt, Pat W. Miller, David Gibson, Cheryl Gay Ford and Robin White.

7. Default. In the event of default on the part of the Walli Interests, delinquent assessments shall be subject to foreclosure under the Alaska Statutes and the Homer Municipal Code. Failure to perform all conditions and comply with all requirements of the Development Agreement described in the preceding Paragraph shall constitute a material breach of this Agreement.

Law Offices of MAURIN, JEWELL, & STANGFILL  
401 West Government Avenue, Suite 818  
Anchorage, Alaska 99501 - Telephone 271-1844  
FAX 271-1844



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8. Assigns and Successors. This agreement shall be binding upon and inure to the benefit and burden of the heirs, assigns and successors in interest of the parties hereto.

9. Recordation. Upon execution, this agreement shall be recorded in the Homer Recording District.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY CITY OF HOMER

By Philip C. Shealy  
Philip C. Shealy  
City Manager

WALLI INTERESTS

Lillian May Miller  
LILLIAN MAY MILLER

Robert J. Walli  
ROBERT JOHN WALLI

Ero Steve Walli  
ERO STEVE WALLI

John R. Gibson  
JOHN R. GIBSON

Carolyn Platt  
CAROLYN PLATT

David Gibson  
DAVID GIBSON

Robin White  
ROBIN WHITE

Cheryl Gay Fore  
CHERYL GAY FORE

Fat W. Miller  
FAT W. MILLER

Law Offices of Blum, Jewell & Stampell  
451 North Everett Avenue, Suite 818  
Anchorage, Alaska 99501 - Telephone 279-1844  
HOMER, ALASKA - TELEPHONE 298-8708



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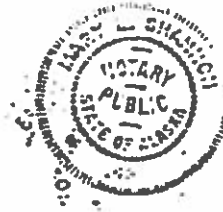
NOTARY CERTIFICATE

STATE OF ALASKA            )  
                                  ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on the 16th day of November, 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Phil C. Shealy known to me to be the City Manager of the City of Homer, Alaska and he acknowledged to me the execution of the foregoing instrument for and on the behalf of the City of Homer and further acknowledged to me that said instrument was signed by him on behalf of the City of Homer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

*Mary A. Osherson*  
Notary Public in and for Alaska  
My Commission Expires: 10/14/91



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STATE OF ALASKA )  
County of Kenai ) ss.  
THIRD JUDICIAL DISTRICT)

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THIS IS TO CERTIFY that on the 10<sup>th</sup> day of November 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Cheryl Gay Ford, known to me to be the individual named herein and she acknowledged to me the execution of the above and foregoing instrument to be her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Carol Fujish  
Notary Public in and for Alaska  
My Commission Expires: 2-2-90  
7<sup>th</sup> Judicial Circuit



LAW OFFICES OF MALCOLM, JEWELL, & STANFORD  
601 BERRY AVENUE, SUITE 215  
ANCHORAGE, ALASKA 99501 • TELEPHONE 278-1844  
FAIRBANKS, ALASKA • TELEPHONE 338-8788

BOOK 0187 PAGE 247

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STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 5<sup>th</sup> day of October, 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Robert J. Wall, known to me to be the individual named herein and he acknowledged to me the execution of the above and foregoing instrument to be his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Linda East  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_  
*acting Postmaster*

LEE GORHAM & COMPANY, INC. STAMPELL  
431 WEST BROADWAY AVENUE, SUITE 810  
ANCHORAGE, ALASKA 99501 • TELEPHONE 875-1844  
FAX 875-1844 • TELETYPE 875-8790

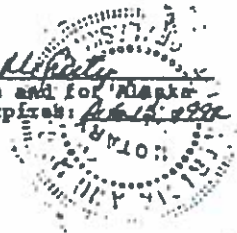
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STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 23rd day of September , 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared John R. Gibson, known to me to be the individual named herein and he acknowledged to me the execution of the above and foregoing instrument to be his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

*Patricia Ann Kibbey*  
Notary Public in and for Alaska  
My Commission Expires: *Feb 15, 1991*



LAW OFFICE OF HAYDON, STEWELL & STANFORD  
451 WEST CLEVELAND AVENUE, SUITE 212  
ANCHORAGE, ALASKA 99501 • TELEPHONE 879-1844  
FACSIMILE ALASKA • TELEPHONE 883-8700

BOOK 0187 PAGE 249

1 STATE OF ALASKA *Wadey*  
2 County of *King* *SS.*  
3 THIRD JUDICIAL DISTRICT

4 THIS IS TO CERTIFY that on the *7<sup>th</sup>* day of *November*,  
5 1988, before me, the undersigned Notary Public in and for Alaska,  
6 duly commissioned and sworn as such, personally appeared  
7 *Pat W. Miller*, known to me to be the individual named  
8 herein and he acknowledged to me the execution of the above and  
9 foregoing instrument to be his free and voluntary act and deed  
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
12 my notarial seal the day and year in this certificate first above  
13 written.

*Claudia Ecola*  
Notary Public in and for ~~Alaska~~ *Wadey*  
My Commission Expires: *8-19-92* *STC*



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Law Office of MAURA, SEWELL & STANFILL  
405 North 1st Street, Anchorage, Alaska 99501  
ANCHORAGE, ALASKA 99501 • Telephone 879-1100  
MOBILE, ALASKA • Telephone 888-8700

0187-250

1 STATE OF OREGON )  
2 ) ss.  
3 THIRD JUDICIAL DISTRICT)

4 THIS IS TO CERTIFY that on the 13th day of October  
5 1988, before me, the undersigned Notary Public in and for ~~Washington~~ Oregon,  
6 duly commissioned and sworn as such, personally appeared  
7 Carolyn Platt, known to me to be the individual named  
8 herein and he acknowledged to me the execution of the above and  
9 foregoing instrument to be his free and voluntary act and deed  
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
12 my notarial seal the day and year in this certificate first above  
13 written.  
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*Caprice J. Eason*  
Notary Public in and for Alaska  
My Commission Expires: 7-23-89



STATE OF OREGON,

County of Clatsop ) ss.  
On this 13th day of October, 19 88,  
before me, the undersigned, a notary public in and for said county and state, personally appeared the within  
named Carolyn Platt

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

*Caprice J. Eason*  
Notary Public for Oregon  
My commission expires 7-23-89

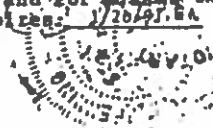
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STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 18th day of October 1988, before me, the undersigned Notary Public in and for ~~ALASKA~~ OREGON, duly commissioned and sworn as such, personally appeared ROY N. WHITE, known to me to be the individual named herein and he acknowledged to me the execution of the above and foregoing instrument to be his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Cathy T. [Signature]  
Notary Public in and for ~~ALASKA~~ OREGON  
My Commission Expires: 1/26/91  


STATE OF OREGON

County of Clackamas On this 14th day of October 1988  
before me, the undersigned, a notary public in and for said county and state, personally appeared the within name Robin M. White known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

L. Wiers  
Notary public for Oregon  
My Commission expires 05-03-91



0187-252

1 STATE OF ALASKA )  
2 )ss.  
3 THIRD JUDICIAL DISTRICT)

4 THIS IS TO CERTIFY that on the 30th day of September  
5 1988, before me, the undersigned Notary Public in and for Alaska,  
6 duly commissioned and sworn as such, personally appeared  
7 LILLIAN MAY MILLER, known to me to be the individual named  
8 herein and he acknowledged to me the execution of the above and  
9 foregoing instrument to be his free and voluntary act and deed  
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
12 my notarial seal the day and year in this certificate first above  
13 written.



*Peggy A. Burgin*  
\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires 1-24-91

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Law Offices of NARRI, JEWELL & STANFILL  
401 WEST BRIDGES AVENUE, SUITE 610  
ANCHORAGE, ALASKA 99501 • Telephone 878-1844  
MOBILE, ALASKA • Telephone 899-8700

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STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 11th day of Oct.  
1988, before me, the undersigned Notary Public in and for Alaska,  
duly commissioned and sworn as such, personally appeared  
David G. Brown, known to me to be the individual named  
herein and he acknowledged to me the execution of the above and  
foregoing instrument to be his free and voluntary act and deed  
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
my notarial seal the day and year in this certificate first above  
written.



*[Signature]*  
Notary Public in and for Alaska  
My Commission Expires: 9-9-91

Law Offices of MANN, JEWELL & STANFILL  
401 West Seventh Avenue, Suite 818  
Anchorage, Alaska 99501 - Telephone 879-1844  
Houston, Alaska - Telephone 586-0766

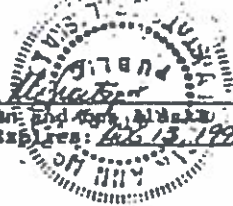
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STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 23rd day of September, 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Ero Steve Walli, known to me to be the individual named herein and he acknowledged to me the execution of the above and foregoing instrument to be his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

*Patricia Ann Alexander*  
Notary Public in and for Alaska  
My Commission Expires: *Feb 13, 1991*



LAW OFFICES OF HANCOCK, JEWELL & STANFILL  
401 WEST SEVENTH AVENUE, SUITE 210  
ANCHORAGE, ALASKA 99501 • TELEPHONE 879-1844  
NOME, ALASKA • TELEPHONE 258-2700

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Exhibit A

WALLI SUBDIVISION  
 SCHEDULE OF PRO RATA SHARE OF  
 STERLING HIGHWAY IMPROVEMENT DISTRICT ASSESSMENTS

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Property Owner	Lot Description	Pro Rata Assessment Amount	
		Water	SEWER
Robert John Walli	Tract A	\$7,684.88	\$7,684.88
Ero Steve Walli	Tract B	\$7,684.88	\$7,684.88
John R. Gibson			
Carolyn Platt			
David Gibson			
Robin White			
Cheryl Gay Ford			
Pat W. Miller			
John R. Gibson	Lots 2	\$1,499.46	\$1,499.46
	57	\$1,499.46	\$1,499.46
	58	\$1,499.46	\$1,499.46
	59	\$1,499.46	\$1,499.46
	60	\$1,499.46	\$1,499.46
	61	\$1,499.46	\$1,499.46
	63	\$1,499.46	\$1,499.46
	64	\$1,499.46	\$1,499.46
	65	\$1,499.46	\$1,499.46
	66	\$1,499.46	\$1,499.46
	67	\$1,499.46	\$1,499.46
	70	\$1,499.46	\$1,499.46
Ero Steve Walli	Lots 6	\$1,499.46	\$1,499.46
	10	\$1,499.46	\$1,499.46
	19	\$1,499.46	\$1,499.46
	20	\$1,499.46	\$1,499.46
	21	\$1,499.46	\$1,499.46
	22	\$1,499.46	\$1,499.46
	23	\$1,499.46	\$1,499.46
	24	\$1,499.46	\$1,499.46
	25	\$1,499.46	\$1,499.46
	49	\$1,499.46	\$1,499.46
Carolyn Platt	Lots 5	\$1,499.46	\$1,499.46
	26	\$1,499.46	\$1,499.46
	27	\$1,499.46	\$1,499.46
	28	\$1,499.46	\$1,499.46
	29	\$1,499.46	\$1,499.46
	30	\$1,499.46	\$1,499.46
	31	\$1,499.46	\$1,499.46
	32	\$1,499.46	\$1,499.46
	33	\$1,499.46	\$1,499.46

Law Office of MARR, JEWELL & STANWELL  
 441 WEST BRYANT AVENUE, SUITE 810  
 ANNISTON, ALABAMA 36810 • TELEPHONE 878-1184  
 MOBILE, ALABAMA • TELEPHONE 850-8700

0187 PAGE 256

1			34	\$1,499.46	\$1,499.46
			35	\$1,499.46	\$1,499.46
2	David Gibson	Lots	4	\$1,499.46	\$1,499.46
			39	\$1,499.46	\$1,499.46
3			40	\$1,499.46	\$1,499.46
			41	\$1,499.46	\$1,499.46
4			42	\$1,499.46	\$1,499.46
			43	\$1,499.46	\$1,499.46
5			44	\$1,499.46	\$1,499.46
			45	\$1,499.46	\$1,499.46
6			46	\$1,499.46	\$1,499.46
7	Robin White	Lots	1	\$1,499.46	\$1,499.46
			47	\$1,499.46	\$1,499.46
8			48	\$1,499.46	\$1,499.46
			71	\$1,499.46	\$1,499.46
9			72	\$1,499.46	\$1,499.46
			73	\$1,499.46	\$1,499.46
10			74	\$1,499.46	\$1,499.46
			75	\$1,499.46	\$1,499.46
11			76	\$1,499.46	\$1,499.46
			77	\$1,499.46	\$1,499.46
12	Cheryl Gay Ford	Lots	3	\$1,499.46	\$1,499.46
13			50	\$1,499.46	\$1,499.46
			51	\$1,499.46	\$1,499.46
14			52	\$1,499.46	\$1,499.46
			53	\$1,499.46	\$1,499.46
15			54	\$1,499.46	\$1,499.46
			55	\$1,499.46	\$1,499.46
16			56	\$1,499.46	\$1,499.46
			62	\$1,499.46	\$1,499.46
17			68	\$1,499.46	\$1,499.46
18	Pat W. Miller	Lots	7	\$1,499.46	\$1,499.46
			8	\$1,499.46	\$1,499.46
19			9	\$1,499.46	\$1,499.46
			10	\$1,499.46	\$1,499.46
20			11	\$1,499.46	\$1,499.46
			12	\$1,499.46	\$1,499.46
21			13	\$1,499.46	\$1,499.46
			14	\$1,499.46	\$1,499.46
22			15	\$1,499.46	\$1,499.46
			16	\$1,499.46	\$1,499.46
23			69	\$1,499.46	\$1,499.46
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LAW OFFICES OF HAZEN, JEWELL & STANFILL  
 401 VINEY GARDENS AVENUE, SUITE 210  
 ANCHORAGE, ALASKA 99501 • TELEPHONE 579-1044  
 HEALDEN, ALASKA • TELEPHONE 832-0100

0187 ~~PRE~~ 257

Exhibit B

CITY OF HOMER  
DEVELOPMENT PERMIT APPLICATION

A. PERMIT PROCESS FEE: \$250.00

In accordance with Section 11.20.070 d), a development fee is required for private projects to cover cost of inspection and administration of the project. The fee will be applied to those costs based on the minimum required development fee of not less than \$250.00, which shall be paid at the time the application is submitted.

B. PERMITTEE'S NAME: Ero Steve Walli  
(Owner/Developer) Ero Steve Walli

COMPANY NAME: Lillian Walli Estate

ADDRESS: P. O. Box 1260, Homer, Alaska 99601

TELEPHONE: 235-8313

C. PROJECT NAME: Lillian Walli Estate  
(Subdivision/Streets)

Linstrang Way, Hillside Place, Cheryl Lane, Fairview Avenue, Ero Court,

Shelley Avenue, Robert Avenue and Lillian Drive

D. IMPROVEMENTS TO BE DEVELOPED:

Street(s)  Sidewalk(s)  Drainage

Water  Sanitary Sewer  Storm Drain

Street Signs  Street Lighting  Under-

ground Power, Phone, CATV  Monumentation

Other \_\_\_\_\_

E. PLAT TITLE: Lillian Walli Estate

\_\_\_\_\_ Preliminary Plat or  Final Plat

Ref. if applicable: Date Recorded \_\_\_\_\_ KPB File No. 86-355

COMMENTS: Recordation subject to development agreements with the  
City of Homer as per BMC, Section 12.10.050 (a) (c)

F.  APPLICATION, PLAT, DESIGN CONCEPT AND PRELIMINARY LAYOUT  
FORWARDED TO PUBLIC WORKS DEPT. FOR REVIEW.

Shelley G. Blach 5/16/88  
Planning Dept. Representative Date

Distribution: Steve Walli ; Planning Dept.; PWD Project  
Developer File

88-3889

766

Form 1-4/88

RECORDED-~~FILED~~  
HOMER RECORDING  
DISTRICT

MAY 21 8 39 AM '88

REQUESTED BY City of Homer

ADDRESS Homer

AGREEMENT

THE CITY OF HOMER, hereinafter the "City", a municipal corporation, and  
Ero Steve Walli and John Robert Gibson, hereinafter the "Owner(s)", enter  
into the following agreement this 16th day of May, 1988.

The parties to this agreement shall accept notices at the following  
addresses:

**OWNER(S)**  
Ero Steve Walli, Executor  
John Robert Gibson, Co-Executor

**CITY**  
Phil C. Shealy  
City Manager  
City of Homer  
401 E. Pioneer Ave.  
Homer, Ak. 99603

The public rights of way and the real property which is the subject of  
this agreement, hereinafter the "subdivision", is located in the City  
of Homer and more particularly described as:

Lillian Walli Estate, located in the E1/2, NE1/4, Sec. 24, T.65, R.14W., S.N.  
BND (Area - 76.277 acres) PLAT 88-16

In consideration of the provisions contained in Chapter 22.10, Section  
22.10.080 a., the Owner(s), their successors and assigns agree that no  
request for a building permit or additional utility connections will be  
made until improvements (roads, water, sewer, drainage and other  
utilities), are completed and accepted by the City. Owner(s) further  
agree to include a specific caveat in each and every contract with, or  
conveyance of land to subsequent property owners to the effect that no  
building permits or utility connections shall be made to the property  
described therein until all improvements are completed and accepted by  
the City.

Owner (s) shall indemnify and hold the City harmless against any claims  
made by subsequent property owners for failure to construct water,  
sewer, road or other utility services to their respective lots, in  
conformance with City standards.

CITY OF HOMER

OWNERS

Phil C. Shealy  
Phil C. Shealy  
City Manager  
Date 5/16/88

Ero Steve Walli  
John Robert Gibson  
Date May 16, 1988

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss

Before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, this day personally appeared Phil C. Shesly to me known and known to me to be the person(s) described in and who executed the above instrument and he acknowledged to me that he signed the same freely and voluntarily for the means and purposes therein mentioned.

WITNESS my hand and notarial seal this 16<sup>th</sup> day of July 1988.

( S E A L )

Pamela J. Hest   
Notary Public in and for Alaska  
My Commission Expires: 2/28/91



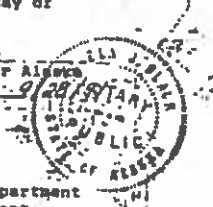
STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss

Before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, this day personally appeared Greg Wells + Galah Nelson to me known and known to me to be the person (s) described in and who executed the above instrument and they acknowledged to me that they signed the same freely and voluntarily for the means and purposes therein mentioned.

WITNESS my hand and notarial seal this 16<sup>th</sup> day of July 1988.

( S E A L )

Pamela J. Hest   
Notary Public in and for Alaska  
My Commission Expires: 2/28/91



**DISTRIBUTION OF THIS AGREEMENT:**

88-1555

13-

RECORDED - PAVED  
HOMER RECORDING  
1741CT

May 19 3 39 PM '88

REQUESTED BY City of Homer  
ADDRESS Homer, Ak 99603

- Original - City Clerk
- Copies - Public Works Department
- Finance Department
- Planning Department
- Engineering Project File
- Inspector

Return to: City Clerk  
491 E. Pioneer Ave Form 7b-6-88  
Homer, Ak 99603

58644



378

No. 4120

TGS R1310  
TGS, R1410

FIA

FILED FOR RECORDING

11 Sept, 1948 1 P.M.

HOMER ELECTRIC ASSOCIATION, INC.  
Homer, Alaska

Vol. 17 Page 328 + 328A

Homer Recording Precinct

RIGHT-OF-WAY EASEMENT

Terr. of Alaska

At the Request of Lillian Walli I KNOW ALL MEN BY THESE PRESENTS, that w<sup>I</sup>, the under-

signed Lillian Walli (unmarried) (husband and wife), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the HOMER ELECTRIC ASSOCIATION, INC., a cooperative corporation, (hereinafter called the "Cooperative") whose post office address is Homer, Alaska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the Seldovia Recording Precinct, Third Division, Territory of Alaska, and more particularly described as follows:

Lots one & two of Section 19 in Township six south of Range 13 west of the Seward Meridian, Alaska, containing 87 & 90/100th of an acre. Also - Lots one and two of Section nine in Township six south of Range thirteen west and the east half of the northeast quarter of Section 24 in Township six south of Range 14 west of the Seward Meridian, Alaska, containing 147 & 98/100th of an acre. Also - Acre as described on reverse side of this sheet -

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

THE UNDERSIGNED agree that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

THE UNDERSIGNED covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 17th day of November, 1948

Signed, sealed and delivered in the presence of:

Zelda Nersee

Mildred Kallman

Lillian Walli (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

UNITED STATES OF AMERICA }  
TERRITORY OF ALASKA } ss:

THIS IS TO CERTIFY that on this 17th day of November, 1948, before me, a Notary Public in and for the Territory of Alaska, residing therein, duly commissioned and sworn, personally appeared Lillian Walli (unmarried) (husband and wife), known to me to be the identical individual(s) described in and who executed the foregoing instrument, and she) (they) personally acknowledged to me that she) (they) executed the same freely and voluntarily for the uses and purposes therein specified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the above-named Territory the day and year in this certificate first above written.



Arthur H. Krumpholtz  
Notary Public

From the North West corner of Section 20 township 6 south  
range 13 west second meridian, go south 1277.1 feet to tree  
point of beginning, thence north 75 degrees and 15 minutes  
east 247 feet to a point, thence south 239.6 feet to a point,  
thence west 14 degrees and 45 minutes south 247 feet to a  
point, thence north 239.6 feet to a point of beginning, con-  
taining one and 3/10th acres, more or less. The same being  
a part of the N. O. Svedlund homestead.

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Anchorage, Alaska, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Henry Albert Wells, has been established and duly consummated, in conformity to law, for the Lots one and two of Section nine in Township six south of Range thirteen west and the east half of the northeast quarter of Section twenty-four in Township six south of Range fourteen west of the Seward Meridian, Alaska, containing one hundred forty-seven acres and ninety-eight hundredths of an acre, according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving however, to the United States all the coal in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of March 8, 1922 (42 Stat. 415). This entry is made under Section 29 of the Act of February 25, 1920 (41 Stat. 437) and the patent is issued subject to the rights of prior permittees or lessees to use so much of the surface of said lands as is required for mining operations, without compensation to the patentee for damages resulting from proper mining operations. And there is, also reserved to the United States a right of way for the construction of railroads, telegraph and telephone lines in accordance with the Act of March 12, 1914 (38 Stat. 305).

IN TESTIMONY WHEREOF, I, **Herbert Hoover,**

President of the United States of America, have caused these letters to be made

Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the TWENTY-THIRD

[SEAL]

day of JULY in the year of our Lord one thousand

nine hundred and TWENTY-NINE and of the Independence of the

United States the one hundred and FIFTY-FORTH

By the President:

*Herbert Hoover*

By

*Diola B. Ogden*, Secretary,

*M. P. LeRoy*  
Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number 1029586

B LIST 1167 Supplemental Patent. 6211-927 30



