



Council Study Session Meeting Agenda

ASHLAND CITY COUNCIL
STUDY SESSION AGENDA

Monday, May 4, 2026

Council Chambers, 1175 E Main Street

Live stream via RVTV Prime at rvtv.sou.edu or broadcast on Spectrum 180.

Public comment is welcome on agenda items.

To **speak electronically** during the meeting or to submit **written comments** in advance, please complete the online [Public Comment Form](#) by 10 a.m. the day of the meeting.

5:30 p.m. Study Session

I. CALL TO ORDER

II. REPORTS AND PRESENTATIONS

- a. Facility Planning Study Next Steps
- b. Reivew of City Council Budget

III. ADJOURNMENT

If you need special assistance to participate in this meeting, please contact Alissa Kolodzinski at recorder@ashlandoregon.gov or 541.488.5307 (TTY phone number 1.800.735.2900). Notification at least three business days before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting in compliance with the Americans with Disabilities Act.

***Agendas and minutes for City of Ashland Council, Commission and Committee meetings may be found at the City website, ashlandoregon.gov,





Council Study Session

Date: May 4, 2026

Agenda Item	Facility Planning Study Next Steps
Department	Public Works
From	Scott Fleury, Director, Sabrina Cotta

TIME ESTIMATE

45 Minutes

CATEGORY

Staff Direction - provide direction to staff on the body's desired next steps.

SUMMARY

Staff previously presented an overview of the Facility Planning Study (ORW) and Facility Condition Assessment (McKinstry) at the January 14, 2026, Special Study Session. The [ORW Facility Master Plan Report](#) and the [ORW Plan Overview Presentation](#) are on the City website. The Council requested more information of staff to assist in the decision-making process with respect to the civic campus options. A formal Council decision will allow staff to appropriately develop the 2027-2029 Budget and schedule of activities for resolving numerous facility related issues.

In addition, the future of the City Hall building is currently going through the process to clear the deed title and Council has been made aware of the process through discussions with Legal in executive sessions. The outcome of that process will dictate some level of action and next steps for facility optimization and changes.

POLICIES, PLANS & GOALS SUPPORTED

City Council:

4. Evaluate real property and facility assets to strategically support city mission and goals.

BACKGROUND AND ADDITIONAL INFORMATION

In February of 2024 the City Council approved entering into a personal services agreement with ORW Architecture and their subconsultant McKinstry. ORW's primary task was to develop an update to the 2008 Facility Plan and McKinstry was tasked with performing a Facility Condition Assessment (FCA) of City owned buildings and provide estimated costs for improvements/life cycle upgrades.

The condition assessment information is and will be used by the City to enhance the current asset management database with updated information on heating, ventilation, air conditioning, mechanical, plumbing, structural and roof systems. Understanding the condition and life cycle of all the critical components for City facilities will allow the staff to be proactive when it comes to budgeting for replacement/upgrades. The FCA was also a driver for ORW in development of the Facility Master Plan.





Council Study Session



With the last Facility Master Plan being completed in 2008 and significant structural reorganizing of employees throughout all Departments and City owned facilities having occurred since then now was an opportune time to perform an update.

The focus of the plan was to evaluate City operation functionality within each public building and recommend structural changes that could include changing and combining divisions, improving public meeting spaces and customer service locations that might lead to the ability to divest in some City owned buildings/properties. This also included review of the potential development of a consolidated “City Campus” that would provide or house all City services and front facing customer service operations, similar to the 2008 plan.

Additional Council Information Requested:

1. Better understanding of the cost of the status quo vs. consolidation options

McKinstry identified a per-square foot replacement cost as part of the Facility Condition Assessment completed in 2024. The range depending on building type was \$500/square foot to \$650/square foot. Reference table 1 below for estimated building replacements costs as part of the FCA report.

Table 1: Estimated Building Replacement Costs (2024 McKinstry)

Type / Usage	Square Feet	Current Building Replacement Cost \$/SF	Cur
Pioneer Hall	2,860	\$600	
The Grove, Parks & Rec, Utility Billing	9,745	\$550	
Community Development	20,748	\$600	
Fire Station #2	7,120	\$600	
Airport/FBO Terminal Building	6,700	\$600	
Street/Shop; Street Operations, Fleet, Facilities	6,380	\$550	
Calle Guanajuato Restrooms	1,342	\$600	
Fire Station #1	12,964	\$600	
Police Department	9,770	\$600	
Shakespeare Admin Building	5,980	\$650	
Parks Storage	1,270	\$400	
Community Center	4,289	\$600	
Council Chambers/ Courts	5,568	\$600	
Service Center, Water Distribution	20,426	\$600	
Black Swan Theatre	8,725	\$650	
City Hall	4,451	\$600	
Briscoe Elementary	32,289	\$600	





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Consolidation at 90 North Mountain “Service Center” outlines construction of a new Community Development Building at the B Street yard location, a new City Administration and Courts building at the service center, new police headquarters, relocated the electrical covered storage, renovated current covered storage and adding two story office space to the current service center building parallel to North Mountain Avenue, reference figure 1 below.

Campus Option – 90 North Mountain (Current Service Center)

Pros:

ORW’s recommended site due to space, cost efficiency, and expansion potential.

Allows surface parking, better infrastructure, and future growth.

Adjacent to B-Street parcel and Central Bike Path.

Frees downtown sites (City Hall, Comm Dev, Community Center) for redevelopment.

- Cons:
 - Farther from downtown core (~20-minute walk).
 - Requires building upgrades and circulation redesign.
-

Figure 1: Service Center Campus Option





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OPTION 2 MASTER PLANNING: SERVICE CENTER > CIVIC CENTER



There would also be additional soft costs for phasing associated with either campus plan (existing building renovations, office space changes, staff relocation, etc).

Consolidation at Briscoe includes retrofit/remodeling of current structure, construction of an additional level and a vertical parking structure, reference figures 2 & 3.

Campus Option – Briscoe Elementary Site

Pros:

- Central, walkable from downtown.
- Potential to preserve historic architecture and community symbolism.
- Could replace five outdated city buildings and foster downtown revitalization.

Cons:

- Major seismic and structural upgrades needed.
- Limited expansion capacity and expensive structured parking.
- Residential location could create traffic and noise concerns.

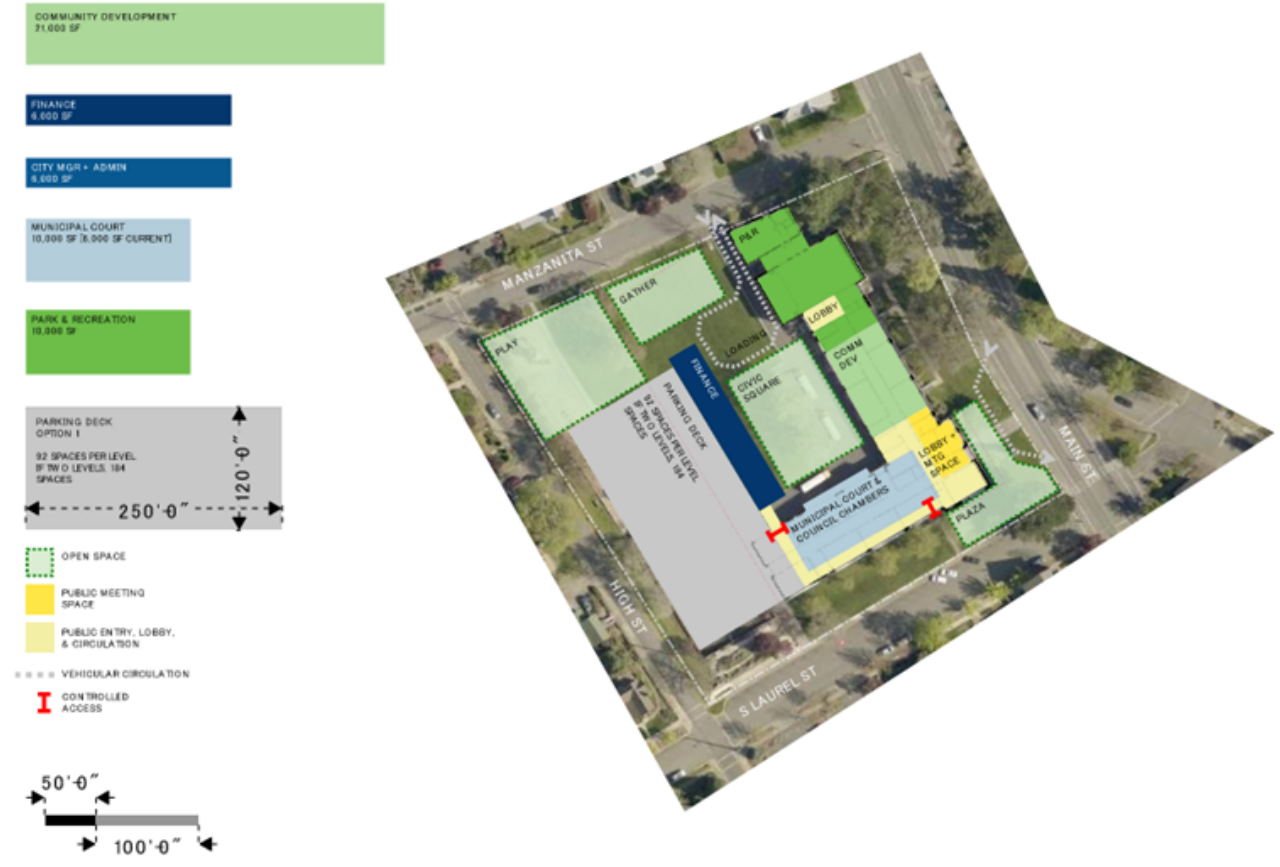




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Figure 2: First Level of Briscoe School Improvements

OPTION 1 MASTER PLANNING: BRISCOE > CIVIC CENTER [L1 + SITE IMPROVEME



FACILITY PLANNING OPTIMIZATION & MANAGEMENT PLAN

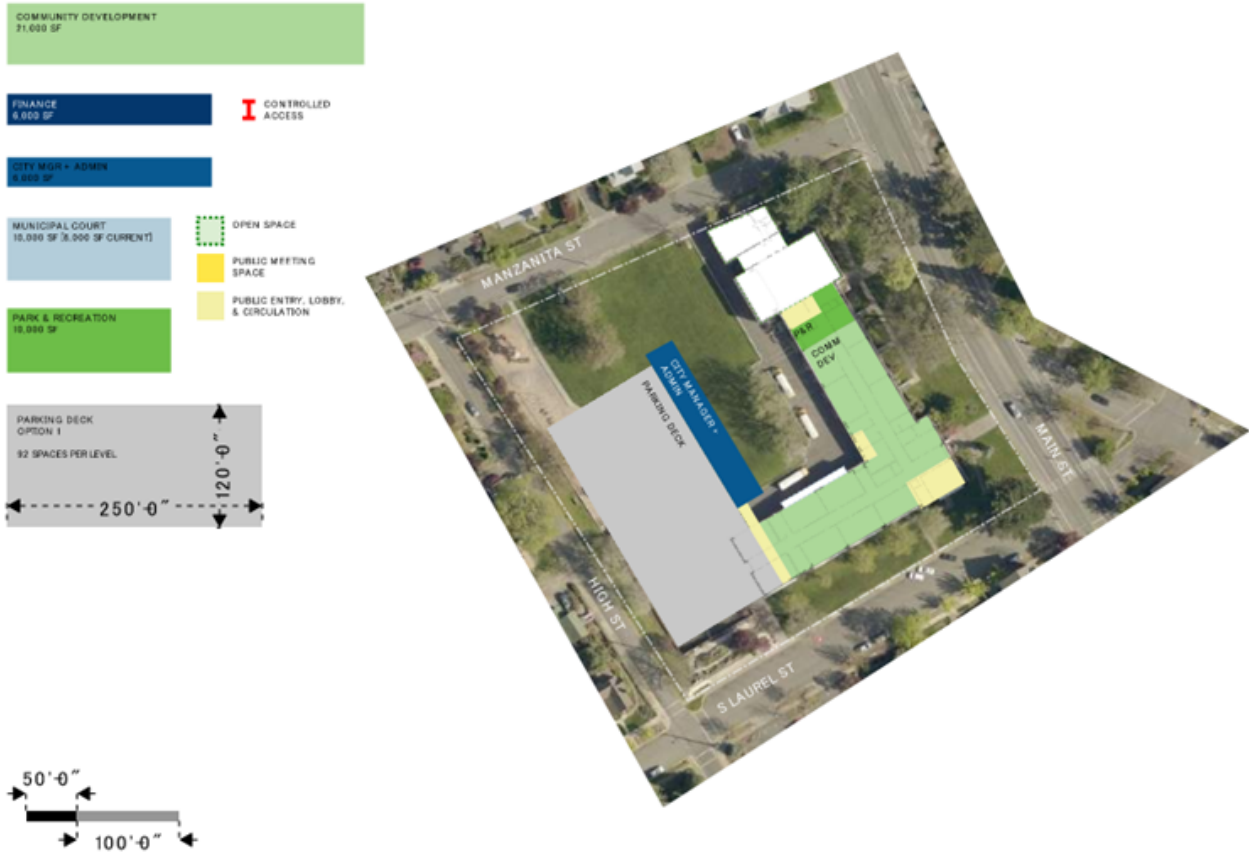
Figure 3: Second Level of Briscoe School Improvements





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OPTION 1 MASTER PLANNING: BRISCOE > CIVIC CENTER [L2 ADDITION]



FACILITY PLANNING OPTIMIZATION & MANAGEMENT PLAN

In addition, staff has attached some cost modeling done by ORW with respect to the 2016 City Hall Feasibility Study that outlines the assumptions and associated estimates for remodeling City Hall, upgrading Briscoe or building a brand new civic center (2018 construction start date).

Status Quo

With respect to the status quo financial impact, the McKinstry report outlines the baseline lifecycle replacement and building improvement costs. For all buildings over the 30-year analysis the NPV is \$43 million. If you just look at the Service Center, City Hall, Briscoe School and Community Development that number is \$22 million. These numbers do not include additional life safety improvement measures previously discussed for City Hall or “unforeseen” issues that arise when older facilities are remodeled.

1. Appraised values of city properties that might be divested

- Appraised Values Provided as attachments
 - B Street Property
 - North Mountain Parcel
 - Hardesty House Parcel
 - Briscoe School Property





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▪ City Hall Property

- Community Development has no current appraisal
- Community Center has no current appraisal

Community engagement to determine priorities and values

- Use of the strategic planning process has and will be used to determine community priorities and values with respect to Facility related changes/improvements.

A survey was hosted in the website under the City Hall informational page. The survey asked individuals to select one of three options with respect to the future of City Hall:

1. Consolidated Civic Campus as outlined in the Facility Master Plan
2. Rehabilitate and consolidate in the City Hall building
3. Current approach to maintain City Hall and services in existing buildings

The survey received 159 responses with a majority of responders supporting a dedicated civic campus.

2. **Creating a dedicated facilities fund with proceeds from property sales**

- The Capital Improvement Fund (410) will be used as the dedicated facility maintenance and improvement fund with proceeds from property sales.

3. **Balancing operational efficiency with downtown vibrancy**

Local Economic Trends (Commercial Market)

Downtown Ashland retail has rebounded post-COVID, with lease rates at \$17/sq ft in 2024 and vacancy down to 1.6% after a spike to 11.3% in 2021. [Economic Opportunity Analysis, page iii].

Employment Lands Sufficiency

There is a shortage of small, centrally located commercial sites. While overall "employment land" supply is sufficient, analysis suggests a relative lack of small Downtown Commercial and mid-sized (1-5 acre) range commercial sites. Some of this demand could be absorbed by surplus E-1 employment lands; however, businesses that depend on visibility and foot traffic - such as those tied to the Oregon Shakespeare Festival - will continue to prefer prominent downtown locations. Improving pedestrian connectivity, signage, and branding between downtown and the northern E-1 node may help support business attraction in those areas. [Economic Opportunity Analysis, page iv].

Community Economic Development Priorities (Downtown Revitalization)

- Community members across stakeholder groups expressed strong interest in revitalizing Downtown Ashland as a vibrant hub for retail, culture, and civic life.
- Priorities included activating ground-floor spaces, supporting local businesses, improving public safety and perception, and investing in streetscape upgrades.
- Public-private partnerships and strategic use of city owned land were identified as key tools to catalyze redevelopment.

Key Takeaways from the Condition Assessment and Planning Study

The City owns/maintains too many facilities in separate locations with a dispersed staff and customer service orientation.

General Recommendations:





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1. Invest in high-quality, right-sized buildings that reflect civic pride.
2. Prioritize projects with multiple community benefits (e.g., energy savings + co-located services).
3. Integrate CEAP targets into all major capital projects.
4. Establish a dedicated Emergency Operations Center with redundant systems and secure communications.
5. Improve staff and public transportation access (EV fleet, bike, and pedestrian options).
6. Use Cartegraph asset management software to monitor maintenance and capital needs.
7. Continue digital transformation to reduce physical storage demands.

Primary recommendation: Establish the **Ashland Civic Campus at 90 North Mountain**, supported by phased divestment of aging downtown buildings and full alignment with climate, safety, and operational goals.

FISCAL IMPACTS

Depending on direction provided by Council for next steps there are numerous financial considerations and implications.

McKinstry developed cost estimates associated with facility maintenance and life cycle replacement of major equipment. Understanding the fiscal impacts surrounding all of the City's facilities has led to the recommendations developed by ORW in the Facility Plan.

After the City Council makes a formal decision on next steps, staff would begin budget development for the next biennium and outline a calendar of activities/next steps associated with facility changes. This could include divestment of city facilities/buildings with the revenue going into the Capital Improvement Fund to support facility maintenance and improvements.

SUGGESTED ACTIONS, AND/OR OPTIONS

I move to direct staff to move forward with the recommended option for a Civic Complex at 90 North Mountain.

I move to direct staff to move forward with the Civic Complex option at the Briscoe School location.

I move to direct staff to provide additional information (insert).

REFERENCES & ATTACHMENTS

1. ORW 2016 Cost Model
2. APPRAISAL_Ashland City Hall
3. City Operations - Hybrid Option (1)
4. B Street Yard Appraisal
5. Briscoe School Property Appraisal 2021
6. Imperatrice Property Appraisal
7. North Mountain Avenue Appraisal
8. City Hall Repairs April 7 2026
9. Oak Street Appraisal
10. City Hall Repair Estimates Table
11. Hoag Roof Patch Quote
12. Hoag Roof Replacement Quote
13. Jam Roof Patch Quote
14. SB James
15. Adroit Costing





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Project Cost Model - Fall 2018

HARD COST MODELING ASSUMPTIONS (Construction Costs)

General Notes

1. To reflect level of cost specificity for a Concept Design, building and site costs are rounded.
2. All labor rates based on prevailing wages.
3. All options include quality of materials and performance of systems reasonable for a 50-100 year civic building.
4. Structure is designed to meet code, not to essential facility standards.

City Hall Location

5. City Hall concept is a new building with upsized Mechanical Electrical Plumbing (MEP) services. Mechanical system is Variable Refrigerant Flow (VRF) with Energy Recovery Ventilation (ERV).
6. Electrical is all LED lighting and includes 1.5% Solar. Costs reflect structure as mass timber, with a masonry envelope and wood accents.
7. New building allows options for high sustainable design, sunshades, and less solar area.
8. Smaller building means less economy of scale for costs, small footprint results in higher skin to floor area ratio. Location includes higher expectation for exterior materials, tight construction site with limited access, potentially results in +/- 15% higher construction cost.
9. Site costs include higher allowance for demolition due to constrained site and abatement. Includes rebuilding sidewalk/entry feature to curbs.
10. New City Hall costs range from \$500-\$600/SF; cost model based on \$550/SF.

Briscoe School Location

11. Briscoe concept renovates existing building. Costs represent most interior walls are replaced (sound insulation, reconfiguration, structural work).
12. New roofing, mechanical (VRF with ERV), electrical (LED, 1.5% Solar), plumbing (fixtures, underground services).
13. Costs reflect updating structure to current code, retaining existing masonry exterior, with new doors and windows. Includes new entry features and some new openings.
14. Renovating an existing building is a high sustainable strategy; includes sunshades and large solar area.
15. Renovation costs for significant renovation and repurposing ranges from \$300-\$380/SF; cost model based on \$340/SF.
16. Site work includes significant plinth feature to accommodate public interaction and accessibility (concrete walls and footings, stairs, railings, lighting, landscape). Site costs range from \$60-\$100/SF; cost model based on \$80/SF.
17. Entry feature (canopy, sunshades) costs range from \$50-\$100/SF; cost model based on \$70/SF for wood canopy and light gauge steel supports.

Civic Center Location

18. Civic Center concept is a new building. Mechanical system is VRF with ERV with potential for ground source heat pump.
19. Electrical is all LED lighting, 1.5% Solar. Costs reflect structure as mass timber, masonry and metal panel envelope with wood accents.
20. New building allows options for highly sustainable design, sunshades, medium solar area, potential ground source heat pump.
21. Larger consolidated building allows more economy of scale, larger site facilitates better staging and less traffic control.
22. Location offers more design flexibility for concept and materials. May require off-site improvements (left-hand turn lane, etc.) not included in costs.
23. Site costs include lower allowance for demolition and abatement, with modest plaza and landscaping improvements. Site costs range from \$20-\$40/SF; cost model based on \$30/SF.
24. New Civic Center costs range from \$425-\$525/SF; cost model based on \$475/SF.

SOFT COST MODELING ASSUMPTIONS (Non-Construction Costs)

25. Solar allowance calculated as 1.5% of Construction Subtotal.
26. For temporary facilities, assume \$1.5/SF/Month for leased space outside of downtown.
27. Move costs based on professional mover (insured, prevailing wages) of \$1.25/SF per move.
28. Other Soft Costs include permits, System Development Charges, design fees, furnishings, survey, geotechnical, and other miscellaneous costs. When offsetting cost of selling ComDev building, soft costs increase to reflect soft costs based on construction value.
29. Project contingencies generally based on 15% for renovations, 10% for new construction and site work. Contingency is intended to address portions of hard and soft costs, and unforeseen construction conditions.
30. Escalation is currently volatile and difficult to predict over several years. Cost model estimates show escalation over the course of five years calculated at an average of 5.5% per year (compounded).

Project Cost Model - Fall 2018

See Note	Location/Building	Unit Cost	Area SF	Build Time (mo.)	Move Time (mo.)	Total Time (mo.)	Construction Cost	Solar Cost (1.5%)	Project Conting'y (%)	Project Conting'y (\$)	Sell ComDev Bldg (\$)	Total Construct'n Cost	Temp Space (rent)	Moving (out+in)	Other Soft Costs (%)	Other Soft Costs (\$)	Total Cost 2019	Total Cost 2024	Cost/SF 2019	
	City Hall Site (4-STORY)																			
5-8,10	New City Hall Building (4-story)	\$550	15,500	14	2	16	\$8,530,000	\$131,000	10%	\$853,000		\$9,514,000	\$192,000	\$20,000	25%	\$2,379,000	\$12,105,000	\$15,821,000	\$781	
9	City Hall Site	\$40	4,000	0	0	1	\$160,000	\$0	10%	\$16,000		\$176,000	\$0	\$0	20%	\$36,000	\$212,000	\$278,000		
	City Hall Totals					16						\$9,690,000				\$2,415,000	\$12,317,001	\$16,099,000		
	Briscoe School Site																			
11-15	Briscoe School Renovation	\$340	32,000	12	1	13	\$10,880,000	\$187,000	15%	\$1,632,000	-\$2,500,000	\$10,199,000	\$0	\$25,000	30%	\$3,060,000	\$13,284,000	\$17,362,000		
16	Briscoe School Site	\$80	16,000	0	0	7	\$1,280,000	\$0	10%	\$128,000		\$1,408,000	\$0	\$0	20%	\$282,000	\$1,690,000	\$2,209,000		
17	Briscoe Entry Feature	\$70	4,000				\$280,000					\$280,000				\$0	\$280,000	\$366,000		
	Briscoe School Totals					13						\$11,887,000				\$3,342,000	\$15,254,001	\$19,937,000	\$477	
	Civic Center Site																			
18-22,24	New City Hall Building	\$475	32,000	15	2	17	\$15,200,000	\$231,000	10%	\$1,520,000	-\$2,500,000	\$14,451,000	\$153,000	\$29,000	28%	\$4,047,000	\$18,680,000	\$24,415,000		
23	Civic Center Site	\$30	6,000	0	0	2	\$180,000	\$0	10%	\$18,000		\$198,000	\$0	\$0	20%	\$40,000	\$238,000	\$312,000		
	Civic Center Totals					17						\$14,649,000				\$4,087,000	\$18,918,001	\$24,727,000	\$591	

**APPRAISAL REPORT
OF
ASHLAND CITY HALL FACILITY**



**LOCATED AT
20 E. MAIN STREET
ASHLAND, OREGON 97520**

**EFFECTIVE DATE OF VALUE:
FEBRUARY 3, 2026**

PREPARED FOR:

**BANG REALTY-OREGON, INC.
2939 VERNON PLACE
CINCINNATI, OHIO 45219**

PREPARED BY:

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March 2, 2026

Brian Brockman
Bang Realty-Oregon, Inc.
2939 Vernon Place
Cincinnati, OH 45219
(513) 304-7875
ashley@bangrealty.com

Re: Ashland City Hall Facility, 20 E. Main Street, Ashland, Oregon 97520

Dear Mr. Brockman:

Per your request I have completed an Appraisal Report of the above-referenced property. The intended use of this appraisal is to determine value for asset management/potential sale. The intended user is the client. The appraisal was prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as established by the Appraisal Foundation and the Appraisal Institute.

The subject is an average quality, two-story, unreinforced brick masonry-wood frame-cast in concrete (class C) general office facility built in 1891 and expanded in 1913 and 1995. The building is on the National Historic Register with future renovation/redevelopment subject to local, state and federal preservation requirements and review. It totals 7,745 square feet of gross building area (GBA) located on Proposed Parcel 2 totaling 4,771 square feet of site area or 0.11 acres per the Tentative Partition Plat – Minor Subdivision dated November 17, 2025. The actual age of the subject improvements is 135 years. The subject is in poor condition with required seismic, roof replacement and other upgrades/repairs. On February 17, 2026, subsequent to the date of inspection, the city fire marshal temporarily closed the subject building due to safety concerns including a cracked roof support beam in the attic, with the roof cited at risk of collapse. Based on the current condition of the subject, the estimated effective age is 50+/- years. The typical economic life of similar quality office facilities is 45-50 years. Without renovation, the subject facility is estimated to be at the end of its economic life.


The subject includes a deed restriction which runs with the land. The property rights appraised herein are fee simple interest subject to a recorded deed restriction limiting use to municipal purposes only including a public square of the plaza, town hall or jail.

Page 2 – Ashland City Hall Facility, 20 E. Main Street, Ashland, Oregon 97520

Based upon the studies and examinations made, the opinion of Market Value of the Fee Simple Interest of the subject in As-Is condition, as of **February 3, 2026**, was **\$280,000**.

The following appraisal report contains the property description, market data and value analyses which form the basis of the opinion stated herein.

Respectfully submitted,

A handwritten signature in black ink that reads "Colette Meyer, MAI". The signature is written in a cursive style.

Colette Meyer, MAI
Oregon State Certified General Appraiser
License No. C000767, expiring 11/30/2027

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Addenda

Subject Deed

Public Record Title Report

Cost to Cure Estimate

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

RIGHTS APPRAISED: Fee Simple Interest subject to a recorded deed restriction limiting use to municipal purposes only including a public square of the plaza, town hall or jail.

SUBJECT PROPERTY: Ashland City Hall Facility
20 E. Main Street
Ashland, Oregon 97520

OWNER OF RECORD: City of Ashland

LAND AREA: 0.11 Acres, or 4,771 square feet, per proposed Parcel 2 of Tentative Partition Plat – Minor Subdivision dated November 17, 2025.

ZONING: C-1-D, Retail Commercial District with Downtown Overlay, by the City of Ashland.

CURRENT USE: Ashland City Hall, closed to normal use.

HIGHEST AND BEST USE: The existing city hall office building improvements are at the end of their economic life without renovation. The building is on the National Historic Register and future renovation/demolition and/or redevelopment is subject to local, state and federal preservation review. Due to the deed restriction which runs with the land, legally permissible uses are municipal only for public square of the plaza, town hall or jail. The estimated highest and best use is to hold the facility for future renovation or redevelopment for continued municipal use.

ASSESSOR’S PARCEL NO.: 39-1E-09, Tax Lot 100 (portion per proposed partition).

IMPROVEMENT DESCRIPTION: A Class C (masonry) office facility of unreinforced brick masonry, wood frame and cast in concrete construction built in 1891 and expanded in 1913 and 1995. The gross building area (GBA) totals 7,745 square feet. The improvements are in poor condition with required seismic, roof replacement and other upgrades/repairs. The estimated effective age is 50+/- years. Without renovation the facility is estimated to be at the end of its economic life.

DATE OF VALUE: **February 3, 2026**

AS IS MARKET VALUE OPINION: **\$280,000**

SUBJECT PHOTOGRAPHS – February 3, 2026



View of front and side (westerly) building elevations



View of front building elevation from E. Main Street



Additional front building elevation views





View of zero lot line at east building elevation



View of rear and side (westerly) building elevation



Additional side (westerly) building elevation from Plaza Loop



View of rear building elevation



Views of roof area and mechanical equipment





View of rear entry



View of elevator easement



Views of rear balcony area

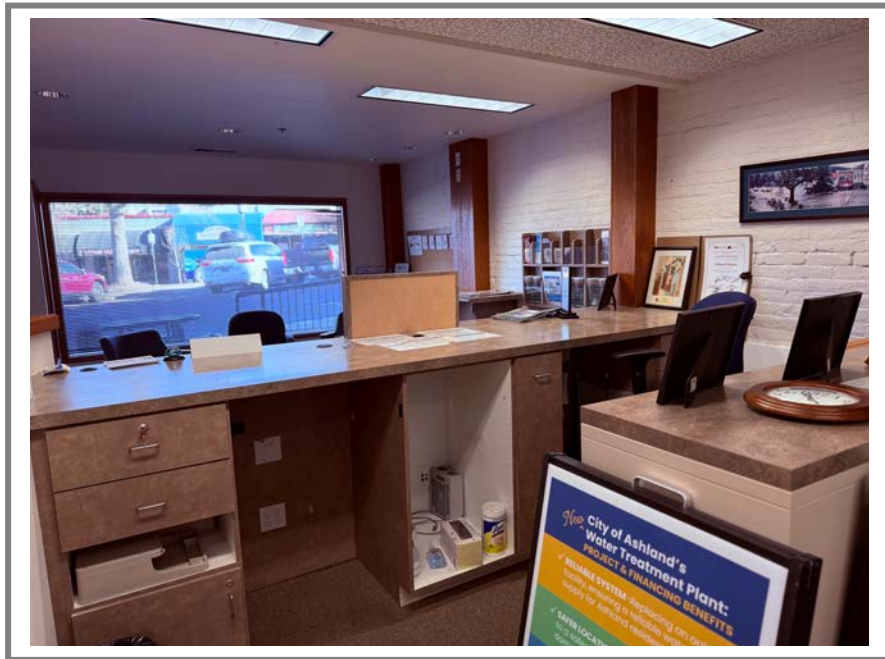




View of balcony covering with areas of deterioration



View of stairwell on west side of facility to exterior



Interior view of first floor main entry/reception desk



Interior view of first floor frontage office area



First floor hallways





First floor open office area



First floor conference room



First floor employee break room





First floor women's restroom



First floor men's restroom



First floor storage room and office area



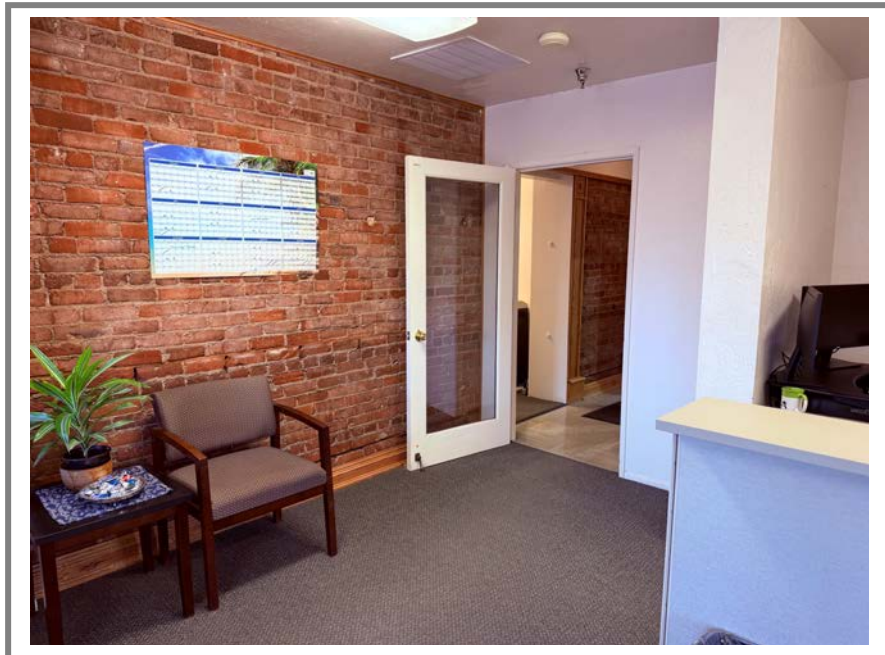


Interior stairwell





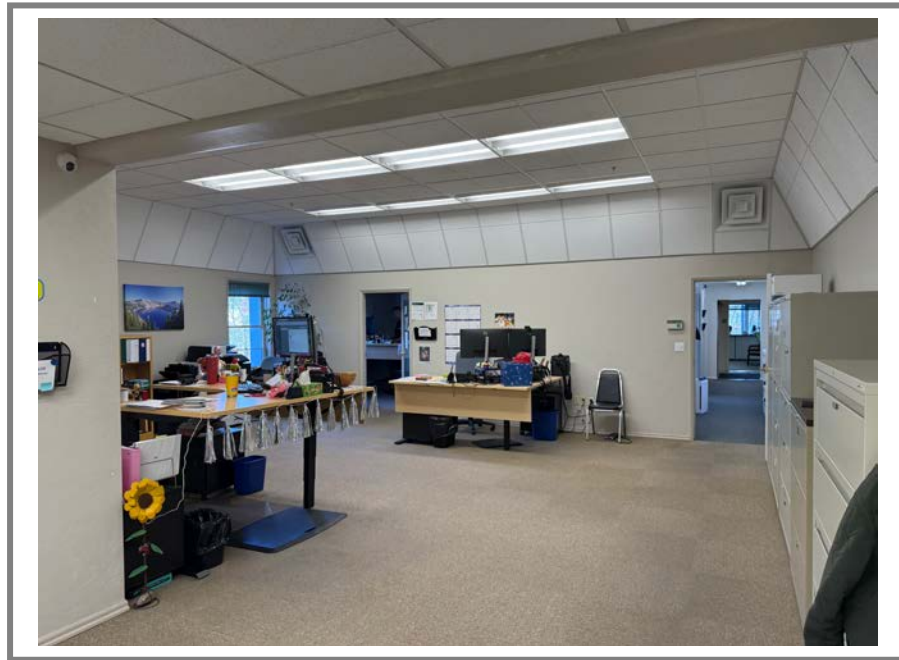
Second floor office area



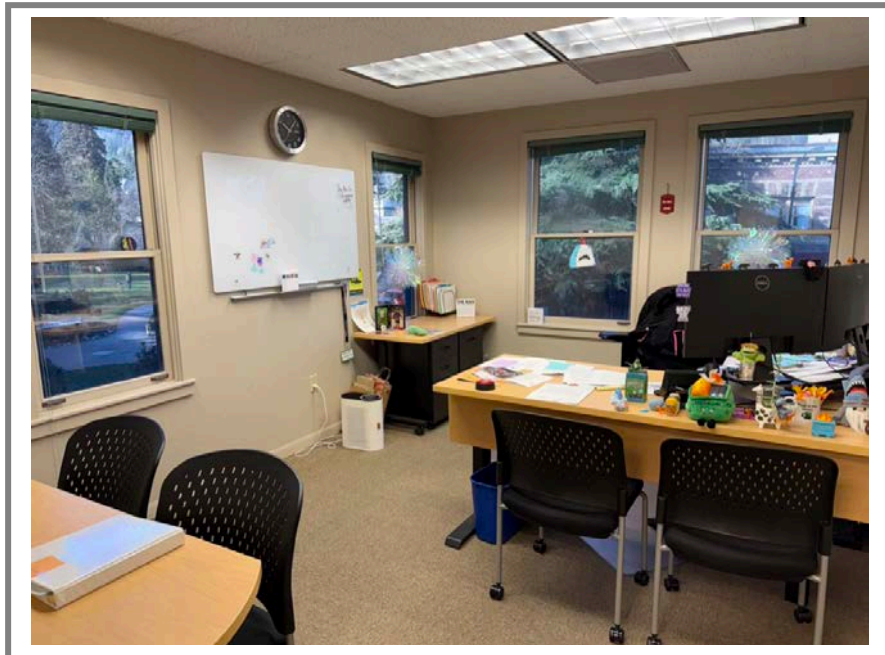


Second floor private offices

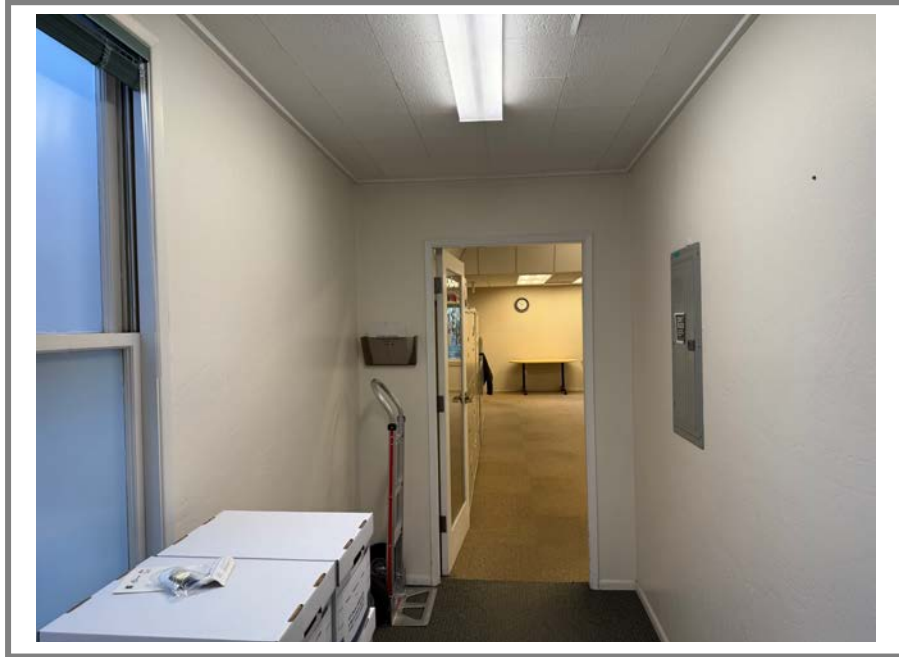




Second floor open office area at rear of facility



Second floor private office at rear of facility



Second floor hallway



Second floor restroom



Second floor employee break room



Second floor meeting room



Second floor supply room



Second floor break area



View northwest of E. Main Street at subject frontage



View southeast of E. Main Street at subject frontage



View north of Plaza Loop at subject frontage



View south of Plaza Loop at subject frontage

TYPE OF APPRAISAL

The purpose of this appraisal is to estimate the As-Is Market Value of the subject's Fee Simple Interest subject to a recorded deed restriction limiting use to municipal purposes only including a public square of the plaza, town hall or jail.

This Appraisal Report conforms to the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP), as established by the Appraisal Foundation and the Appraisal Institute.

INTENDED USE AND USER OF APPRAISAL

The intended use of this appraisal is for asset management/potential sale. The intended user is the client. There are no other known intended users of this appraisal report.

EFFECTIVE DATE OF THE APPRAISAL

The effective date of this appraisal is February 3, 2026, the date of inspection.

DEFINITIONS¹

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Fee Simple Interest

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

DEFINITION OF MARKET VALUE²

"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and

¹ *The Dictionary of Real Estate Appraisal*, 7th Edition, Appraisal Institute, 2022.

² Source: USPAP.

seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

LEGAL AND TAX DATA

Owner of Record:	City of Ashland.
Legal Description:	Proposed Parcel 2, Tentative Partition Plat – Minor Subdivision dated November 17, 2025.
Real Estate Tax Data:	Year – 2025-26
Assessor’s Parcel No.:	39-1E-09, Tax Lot 100 (portion)
Real Market Value:	\$0
Assessed Value:	\$0
Tax Code Area:	05-01
Tax Rate:	\$15.8372/\$1000 assessed value (MAV).
Taxes:	\$0 (Tax exempt per municipal ownership)

PROPERTY AND OWNERSHIP HISTORY

The subject has been under City of Ashland ownership for over a century. The subject site was donated to the city on August 20, 1884 by John R. Helman and Mary Helman as part of a larger 75-acre property including the area now identified as Lithia Park and the Elizabethan Theatre. Reference is made to the deed in the addenda of this report. Per the terms of the deed the subject “shall be and remain the property of the People of the Town of Ashland to have, and to enjoy, and used in common by the People

of said Town as a Public Square or Plaza, and also for the erection of a Town Hall and Jail therein.” This is a permanent covenant running with the land. Per the terms of the deed, if possession of the land is from the purposes aforesaid “it is hereby expressly stipulated that the land hereinafter described shall revert to, and again become vested in the Parties of the First Part (Helman’s) as though these presents had never been made”.

The subject building improvements were completed in 1891, originally housing the city’s fire department, police station and jail. It was expanded in 1913 and 1995. For many years it has been owner occupied as Ashland City Hall. Until recently it served as the central hub for city leadership and administrative services. Key offices include Administration, Finance, Legal and City Recorder. On February 17, 2026, the city fire marshal closed the Ashland City Hall office building due to snow accumulation on the roof after a January inspection found the building unsafe to occupy. Due to safety concerns including a cracked roof support beam in the attic, the roof is at risk of collapse when there is snow and ice on the roof.

Over the previous decade, the City of Ashland has undertaken numerous feasibility and cost studies relating to the subject property and other municipal facilities due to needed capital improvements. The subject’s historic construction currently includes structural issues related to seismic, roof, electrical, HVAC and ADA compliance. A 2016 Ashland City Hall Feasibility Study completed by ORW Architecture concluded it is unfeasible to renovate the historic subject structure for expanded city use due to inadequate area and high construction costs. A previous \$8.2 million bond measure (15-193) to renovate City Hall, Pioneer Hall and the Community Center was rejected by voters in May 2020, with concerns over cost and scope. An updated ORW facilities and master plan report in 2024 recommended consolidating city hall operations to another site. The subject building was among the properties ORW recommended the city sell or lease for commercial use to bolster economic activity in the downtown corridor. According to historic preservation expert George Kramer (Source: Ashland Chronicle, October 21, 2025), if the title to the subject is not cleared or city offices are not located on site the entire gift (75 acres with Lithia Park) is subject to the revision clause.

PENDING SALE

The subject is not currently pending sale, nor is it listed for sale.

PERSONAL PROPERTY

No personal property was included in the value stated in this report.

EXTRAORDINARY ASSUMPTIONS

The subject appraised property is a portion of the existing Tax Lot 100 consisting of proposed Parcel 2 totaling 4,771 square feet per the Tentative Partition Plat – Minor Subdivision dated November 17, 2025.

HYPOTHETICAL CONDITIONS

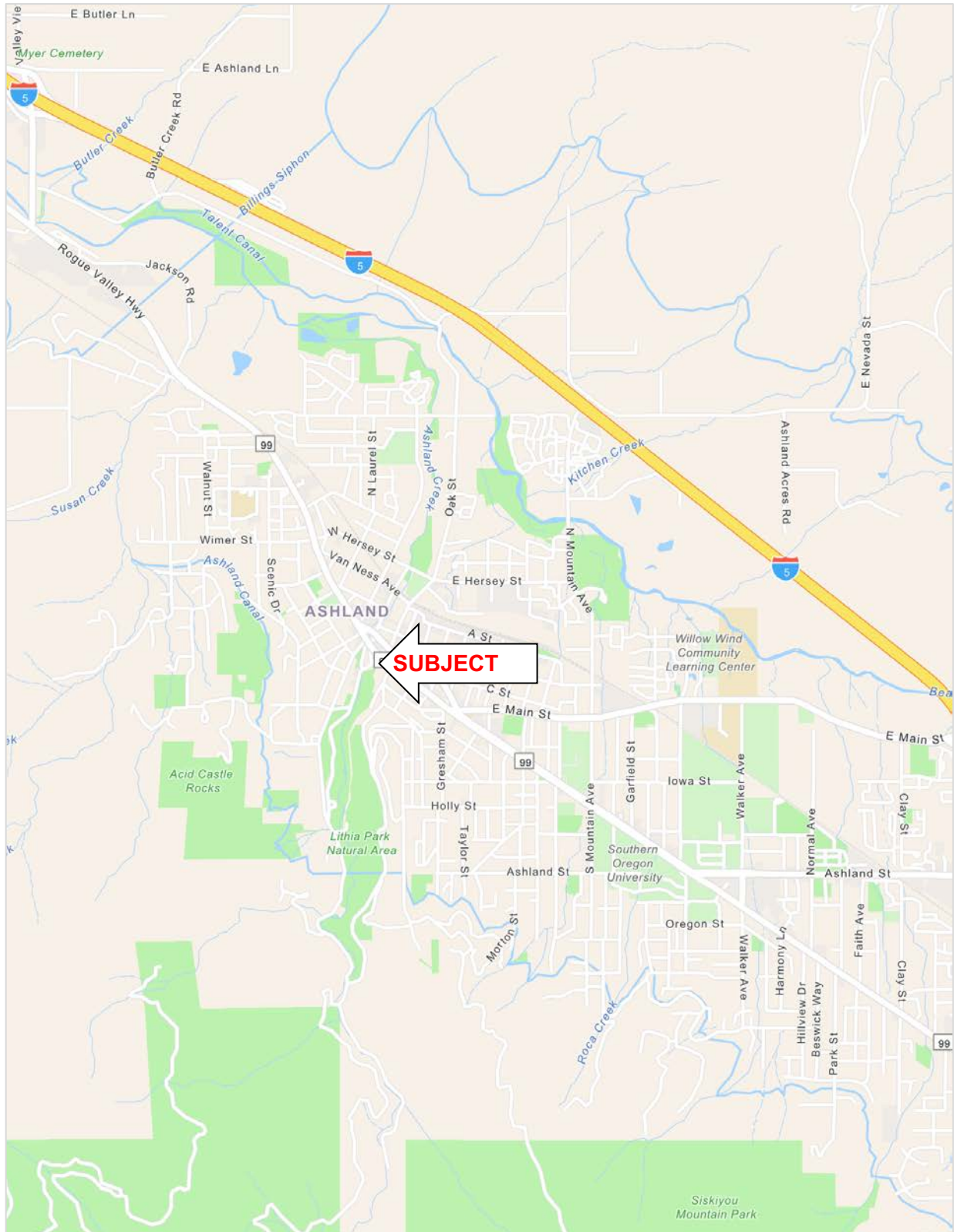
No hypothetical conditions were made in this report.

SCOPE OF WORK

In preparing this appraisal, the appraiser:

- Inspected the subject property with Mr. Robert Halbritter, City of Ashland Facilities Manager, on February 3, 2026;
- Reviewed the subject's market area, including supply and demand patterns in the neighborhood such as population, employment, new development, occupancy, rental rates, listings, etc.;
- Gathered information on comparable land sales, improved sales and rental data;
- Inspected and confirmed all comparable sales with at least one party to the transaction;
- Analyzed the data and applied the relevant approaches to value.

CITY AND AREA MAP



CITY AND AREA ANALYSIS

The subject property is centrally located in downtown Ashland, Jackson County, Oregon. The following focuses on current market conditions and trends as they relate to real estate values in Ashland and Jackson County.

LOCATION

Ashland is located approximately sixteen miles north of the Oregon/California border and 15 miles south of Medford, the commercial center and county seat. It sits on the Interstate (5) corridor and is the first Oregon community served by the highway traveling north. It is best known as the home of the Oregon Shakespeare Festival (OSF), an internationally acclaimed theater production facility, and Southern Oregon University (SOU).

Ashland is situated at the southern end of the Rogue Valley at an elevation of between 1,900 feet and 2,100 feet above sea level. It is bordered on the south and west by the Siskiyou Mountains and on the east by the Southern Oregon Cascade range. Temperatures are mild, with average highs ranging from 45 degrees in January to 87 degrees in July. The average low temperature ranges from a low of 30 degrees in January to a high of 52 degrees in July. Ashland receives an average of 19 inches of rain per year plus an additional 10 inches of snow.

POPULATION

As of July 1, 2025, the estimated population of the city of Ashland was 21,862, with an estimated total population in the greater Jackson County area of 221,471 (Source: Population Research Center, Portland State University). Since the 2020 population estimate of 21,389, the population of Ashland has increased by 2.2 percent, or an annual average of 0.44 percent. The low rate of population growth in Ashland is attributed to supply constraints, high housing costs and cost of living.

DEMOGRAPHICS

According to the U.S. Census, the median household income in Ashland was \$68,028 in 2024 dollars. There were 10,536 households in Ashland, with an average size of 1.91 persons. The homeownership rate in Ashland was 51.6 percent. According to the U.S. Census, the median value of owner-occupied housing units was \$583,800.

COMMUNITY SERVICES

Public transportation is by automobile and bus line. The area is served by both the Rogue Valley Transportation District and local taxi/Uber services. Interstate 5 intersects with Valley View Road at the north Ashland interchange and Ashland Street (Highway 66) at the south Ashland interchange. In 2023, a 24-vehicle Tesla electric charging station was completed at 580 Clover Lane in southeast Ashland, near the south Ashland I-5 exit.

The city is served by all major utilities. The City of Ashland provides its own electric service and water service and operates its own sewage treatment plant. Ashland Sanitary Services (a private company) provides trash disposal.

Local medical facilities are provided by the 49-bed Asante Ashland Community Hospital. Regional medical facilities are provided by two large full service hospitals in Medford. These include Asante's Rogue Regional Medical Center and Providence Medford Medical Center. Both hospitals completed large expansion projects during the previous decade.

ECONOMIC BASE

Ashland's economy is based upon two major industries. The first is tourism, followed by education. In addition, the retail sector of the economy has become increasingly more important to the overall economy. Light manufacturing is a smaller component of the economy.

The town's five largest employers are: Southern Oregon University, the Oregon Shakespear Festival, Ashland Public Schools, Asante Ashland Community Hospital and the City of Ashland. SOU is the major employer in Ashland and its student population (5,500) contributes heavily to the economic base of the area. It is a liberal arts college

and is a member of the Council of Public Liberal Arts Colleges in Ashland, Oregon. Founded in 1926, the university is known for its criminology, environmental studies, Shakespearean studies and theatre arts programs. SOU is currently experiencing severe budget constraints.

The Oregon Shakespeare Festival (OSF) was founded in 1935. The Tony Award-winning festival is among the oldest and largest professional non-profit theatres in the nation. It has grown from an original summer outdoor festival to a season extending from February to October, incorporating Shakespeare and non-Shakespearean plays in repertory at three theaters. Due to the festival and other local cultural events, tourism has become a primary industry in Ashland. The community has become the cultural center of southern Oregon and as such, has attracted many restaurants and retail outlets including art galleries. Increased viticulture including wineries with tasting rooms has also occurred in recent decades. These factors, combined with its temperate climate, have also made it an attractive location for retirement living.

Ashland has historically included some of the highest home prices in the Rogue Valley area. It is considered one of the more desirable residential locations in the county. However, the high housing costs have had some negative effects on the Ashland community, including attracting labor and the supply of affordable housing.

There is limited land available for new development. Most large commercial developments including retail shopping centers are located in the southern boundary of Ashland along Ashland Street. Ashland has a "Big Box Ordinance" restricting retail development in the E-1 (Employment) zone to no larger than 20,000 square feet. Due to a scarcity of available land with sufficient zoning, it is extremely difficult for commercial projects and in particular large retail projects to be developed. Therefore, significant retail business accrues to the neighboring community of Medford, which experienced enormous retail growth in recent decades.

Overall, the demographic base of Ashland has changed in recent decades as more retirees and/or individuals not reliant upon local employment have moved to the area. The entire Rogue Valley area and particularly Ashland, has experienced a large influx of retirees from California and other parts of the country. These new residents are typically financially stable and not dependent upon the local economy for their incomes.

ECONOMY

According to the January 27, 2026 *Rogue Valley Labor Trends Report*, as of December 2025 the unemployment rate was 5.9 percent, an increase from 5.0 percent the prior year. Employment within the Medford-Ashland MSA decreased by 136 jobs over the previous year. The largest employment sectors in Jackson County include health care & social assistance, retail trade, accommodation & food services, and manufacturing. Reference is made to the current employment report by industry in the Medford-Ashland MSA in the table below.

		Workforce & Economic Research Division				
		QualityInfo.org January 27, 2026				
Medford-Ashland MSA (Jackson County) Current Labor Force and Industry Employment						
		--Change From--				
		December 2025	November 2025	December 2024	November 2025	December 2024
Labor Force Status						
Civilian labor force		105,355	107,296	104,583	-1,941	772
Unemployed		5,846	5,592	4,938	254	908
Unemployment rate		5.5%	5.2%	4.7%	0.3	0.8
Unemployment rate (seasonally adjusted)		5.9%	5.9%	5.0%	0.0	0.9
Employed		99,509	101,704	99,645	-2,195	-136
Nonfarm Payroll Employment						
Total nonfarm employment		90,810	91,130	91,080	-320	-270
Total private		78,880	79,120	78,790	-240	90
Mining, logging, and construction		5,640	5,840	5,770	-200	-130
Mining and logging		450	450	450	0	0
Construction		5,190	5,390	5,320	-200	-130
Manufacturing		6,620	6,660	6,640	-40	-20
Trade, transportation, and utilities		19,900	19,820	20,060	80	-160
Wholesale trade		2,600	2,580	2,520	20	80
Retail trade		13,700	13,610	13,800	90	-100
Transportation, warehousing, and utilities		3,600	3,630	3,740	-30	-140
Information		860	860	890	0	-30
Financial activities		3,560	3,570	3,690	-10	-130
Professional and business services		8,180	8,200	8,300	-20	-120
Private education and health services		20,830	20,770	20,210	60	620
Health care and social assistance		19,320	19,290	19,160	30	160
Leisure and hospitality		10,590	10,680	10,530	-90	60
Accommodation and food services		9,050	9,110	8,940	-60	110
Other services		2,700	2,720	2,700	-20	0
Government		11,930	12,010	12,290	-80	-360
Federal government		1,850	1,870	1,910	-20	-60
State government		1,310	1,310	1,340	0	-30
State education		NA	NA	NA	NA	NA
Local government		8,770	8,830	9,040	-60	-270
Local education		5,520	5,570	5,800	-50	-280

Source: State of Oregon Employment Department

AVAILABILITY OF CREDIT

Citing a slowdown in the labor market, the Federal Reserve Bank has reduced the federal funds rate by 25 basis points three times since September 2025, most recently on December 10, 2025, to the current range of 3.5 to 3.75 percent. The U.S. Consumer Price Index (CPI) was 2.7 percent for the previous 12 months as of December 2025, unchanged from the prior month. The Fed’s target rate for inflation is 2 percent.

Mortgage interest rates have fluctuated in recent years, rising sharply to above 7 percent in August 2023, followed by a slight decline in 2024. During 2025, mortgage rates averaged around 6.8 percent until a decline in September, reaching 6.3 percent by October 2025 to the current average of around 6 percent. Residential loan to value ratios typically range from 75 to 90 percent. Amortization periods are generally 15 to 30 years with a fixed rate over the term of the mortgage. Loan fees are typically one to two percent of the loan amount. Typical commercial mortgage interest rates range from approximately 6 to 7 percent. Loan to value ratios typically range from 60 to 75 percent. Amortization periods are generally 20 to 25 years with five- or ten-year calls. Loan fees are typically one to two percent of the loan amount. The table below summarizes recent consumer rates.

Consumer Rates	2/05/26					
	YIELD/RATE %		52 WEEK		CHG IN PCT PTS	
	LAST	WK AGO	HIGH	LOW	52-WK	3-YR
Federal-Funds Rate Target	3.50 - 3.75	3.50 - 3.75	4.25 - 4.50	3.50 - 3.75	-0.75	--
WSJ Prime Rate*	6.75	6.75	7.50	6.75	-0.75	-1.00
Money Market, Annual Yield	0.42	0.41	0.56	0.40	0.02	0.03
Secured Overnight Financing Rate (SOFR)	3.65	3.68	4.51	3.63	-0.70	-0.90
Five-Year CD, Annual Yield	1.68	1.68	1.73	1.65	0.03	-1.06
30-Year Mortgage, Fixed	6.22	6.22	7.27	6.19	-1.01	-0.51
15-Year Mortgage, Fixed	5.68	5.91	6.64	5.59	-0.93	-0.33
Jumbo Mortgage, Fixed	6.42	6.40	7.32	6.37	-0.84	-0.36
Five-Year Adj Mortgage (ARM)	5.83	5.82	6.34	5.73	-0.50	0.40
New-Car Loan, 48-Month	6.96	6.90	7.73	6.81	-0.34	0.31

* Base rate posted by at least 70% of the nation’s largest banks.

Source: Wall Street Journal

HOUSING MARKET TRENDS

Based on all residential unit sales according to Southern Oregon Multiple Listing Service (SOMLS) records, the Jackson County housing market had a slight increase in pricing in 2024 and 2025 but with a longer marketing time. This follows the pandemic boom of 2020-21, a slowdown in 2022 due to rising interest rates, and a price decline in 2023. The table below summarizes average annual home sale prices for all residential units in Jackson County in recent decades.

Jackson County Residential Real Estate Sale Price Trends

Year	No. Sales	Avg. Sales Price	Annual % Price Chg.	Days on Mkt.
2025	2,608	\$499,688	+1.43%	58
2024	2,669	\$492,624	+2.32%	56
2023	2,536	\$481,465	-1.45%	52
2022	3,456	\$488,545	+5.22%	33
2021	3,951	\$464,303	+18.09%	23
2020	3,822	\$393,184	+11.19%	47
2019	3,833	\$353,614	+3.11%	57
2018	3,741	\$342,944	+6.41%	50
2017	3,788	\$322,285	+6.74%	45
2016	3,859	\$301,936	+6.78%	52
2015	3,587	\$282,752	+8.44%	64
2014	2,991	\$260,742	+6.85%	68
2013	2,456	\$244,020	+16.0%	65
2012	2,715	\$210,307	+5.5%	81
2011	2,357	\$199,318	-7.8%	101
2010	2,308	\$216,098	-6.5%	104
2009	2,331	\$231,061	-20.8%	102
2008	1,848	\$291,729	-13.1%	118
2007	2,257	\$329,890	-5.7%	104
2006	2,718	\$349,955	+8.9%	86
2005	4,062	\$321,362	+22.3%	54
2004	4,187	\$262,800	+17.8%	65

Source: SOMLS/Flex Multiple Listing Service (FlexMLS)

According to *Jackson County Residential Statistics as of December 31, 2025* published by Southern Oregon Realtors Association, the average existing home sale price was \$407,500 in Jackson County and \$475,000 in the subject's Ashland district. Both areas show average price declines over the previous year, most significantly in Ashland, as summarized in the table on the next page.

Jackson County Residential Statistics as of December 31, 2025

JACKSON CO EXISTING HOMES - October 1, 2025 through December 31, 2025									
URBAN GROWTH BOUNDARY	ACTIVITY		CUMULATIVE DOM		PRICING				
	Oct 1 - Dec 31		Oct 1 - Dec 31		Oct 1 - Dec 31				
	Sold 2024	Sold 2025	Median 2024	Median 2025	Median 2023	Median 2024	Median 2025	2-year Change	1-year Change
Ashland	83	79	28	45	\$486,000	\$549,000	\$475,000	-2.3%	-13.5%
Talent	11	14	42	20	\$354,500	\$422,500	\$395,000	11.4%	-6.5%
Phoenix	10	8	20	51	\$385,000	\$408,750	\$387,450	0.6%	-5.2%
Jacksonville	12	16	26	82	\$664,000	\$616,488	\$618,500	-6.9%	0.3%
Medford (97501)	68	60	23	32	\$344,000	\$351,250	\$363,500	5.7%	3.5%
Medford (97504)	174	153	37	38	\$412,000	\$438,000	\$445,000	8.0%	1.6%
Central Point	56	60	21	30	\$406,000	\$381,500	\$398,750	-1.8%	4.5%
White City	19	22	26	14	\$284,000	\$365,000	\$360,000	26.8%	-1.4%
Eagle Point	29	34	45	54	\$400,000	\$460,000	\$404,500	1.1%	-12.1%
Shady Cove	9	10	100	75	\$376,000	\$400,000	\$442,500	17.7%	10.6%
Gold Hill & Rogue River	9	13	58	31	\$372,500	\$338,000	\$337,000	-9.5%	-0.3%
TOTALS	484	472	32	35	\$399,450	\$410,250	\$407,500	2.0%	-0.7%

JACKSON CO NEW CONSTRUCTION - October 1, 2025 through December 31, 2025									
URBAN GROWTH BOUNDARY	ACTIVITY		CUMULATIVE DOM		PRICING				
	Oct 1 - Dec 31		Oct 1 - Dec 31		Oct 1 - Dec 31				
	Sold 2024	Sold 2025	Median 2024	Median 2025	Median 2023	Median 2024	Median 2025	2-year Change	1-year Change
Ashland	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Talent	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Phoenix	0	0	N/A	N/A	\$364,500	N/A	N/A	N/A	N/A
Jacksonville	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Medford (97501)	14	2	133	N/A	N/A	\$404,948	N/A	N/A	N/A
Medford (97504)	26	12	63	62	\$508,774	\$517,109	\$568,241	11.7%	9.9%
Central Point	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
White City	12	4	66	41	\$339,000	\$345,750	\$390,500	15.2%	12.9%
Eagle Point	18	12	129	145	\$499,000	\$549,960	\$494,260	-0.9%	-10.1%
Shady Cove	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Gold Hill & Rogue River	0	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TOTALS	74	50	99	86	\$456,998	\$451,761	\$450,443	-1.4%	-0.3%

JACKSON CO RURAL HOMES - October 1, 2025 through December 31, 2025									
ACREAGE	ACTIVITY		CUMULATIVE DOM		PRICING				
	Oct 1 - Dec 31		Oct 1 - Dec 31		Oct 1 - Dec 31				
	Sold 2024	Sold 2025	Median 2024	Median 2025	Median 2023	Median 2024	Median 2025	2-year Change	1-year Change
Under 5 Acres	57	55	47	40	\$588,000	\$575,000	\$595,000	1.2%	3.5%
5 - 10 Acres	23	37	43	58	\$707,500	\$668,000	\$700,000	-1.1%	4.8%
Over 10 Acres	31	32	116	58	\$655,000	\$700,000	\$802,500	22.5%	14.6%
TOTALS	111	124	74	54	\$625,500	\$610,000	\$640,000	2.3%	4.9%

JACKSON CO IN PARK MOBILE HOMES - October 1, 2025 through December 31, 2025									
STYLE	ACTIVITY		CUMULATIVE DOM		PRICING				
	Oct 1 - Dec 31		Oct 1 - Dec 31		Oct 1 - Dec 31				
	Sold 2024	Sold 2025	Median 2024	Median 2025	Median 2023	Median 2024	Median 2025	2-year Change	1-year Change
Single Wide	14	19	46	103	\$46,500	\$55,000	\$45,000	-3.2%	-18.2%
Double Wide	33	30	79	32	\$140,000	\$115,000	\$116,500	-16.8%	1.3%
TOTALS	47	49	68	88	\$116,000	\$100,000	\$85,000	-26.7%	-15.0%

RESIDENTIAL INVENTORY			
COMMUNITY	Active 12/31/24	Active 12/31/25	Change
Ashland	77	67	-13.0%
Talent	17	10	-41.2%
Phoenix	11	6	-45.5%
Jacksonville	16	17	6.3%
Medford (97501)	71	97	36.6%
Medford (97504)	147	130	-11.6%
Central Point	41	37	-9.8%
White City	31	17	-45.2%
Eagle Point	37	66	78.4%
Shady Cove	26	8	-69.2%
Gold Hill & Rogue River	9	11	22.2%
Rural	188	234	24.5%
TOTALS	671	700	4.3%

Existing and New Construction statistics include Single Family Residential, Townhomes, and Condominiums within Urban Growth Boundaries. In Park Mobile Homes are considered personal property and do not include land.

Median prices reflect broad market trends and are not a measure of value for individual properties.

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Ashland's median home price higher than the county has been a long-term trend for the submarket. Ashland is a microcosm of the county housing market with the following attributes:

- Ashland includes a high level of in-migration from out-of-area home buyers, particularly from California;
- A high percentage of home sales are cash transactions;
- The demographics of Ashland have historically included a higher income base, including a greater number of residents not dependent on the local economy;
- Ashland has been a desirable tourist destination.

Overall, the demographic base of Ashland has changed in recent decades as more retirees and/or individuals that are not reliant upon local employment have moved to the area.

COMMERCIAL MARKET TRENDS

Market fundamentals for commercial property (retail-restaurant, office, service commercial) in the subject's Ashland area decelerated in 2022-23 but have been relatively stable in 2024-26. Demand slowed in 2022-23 due to the rapid rise in interest rates and increased investor aversion to risk. With recent tariff wars, geopolitical economic uncertainty, investors have taken a wait-and-see approach.

For an owner occupant in Ashland, there continues to be a very low supply of space, consistent with the historical trend. Supply constraints persist due to limited properties available and high costs to construct. Based on the interaction of supply and demand, Ashland prices have been relatively stable during 2023-26 despite decelerating demand.

Historically, the subject's Ashland market experienced strong demand from owner occupants and investors purchasing with cash or 1031 Exchange funds. Capitalization rates (OAR's) between 2016-21 in Ashland averaged from 4 to 6 percent. The availability of space in Ashland has historically been so limited that capitalization rates have been very low in the market area.

Since 2022 there has been a slowdown in demand amid higher interest rates and uncertainty. Ashland commercial brokers quote current overall rates for retail and

office space of 6 to 7 percent. The most recent (2023-25) Ashland OAR sales range widely from 4 to 10 percent. An investor sale in Ashland in 2024 demonstrated an overall rate of 10 percent for a downtown retail building in poor condition, with major structural deficiencies and nearing the end of its economic life. Recent listings of retail/office buildings in downtown Ashland demonstrate asking OAR's from 5.2, 6.0 and 7.0 percent. Brokers report there is currently a slowdown of sales as sellers have been unwilling to adjust pricing to reflect higher interest rates. Sale prices for retail-office facilities in the subject market have recently averaged from approximately \$140 to \$284 per square foot GBA, depending on features. Marketing times typically average less than one year.

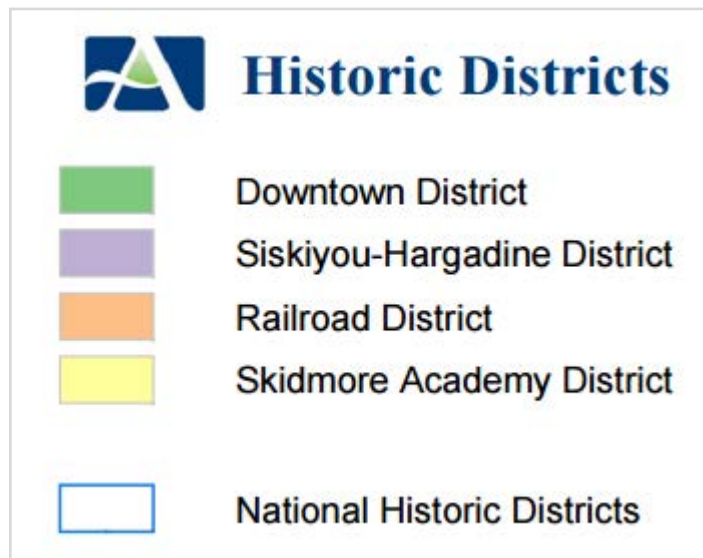
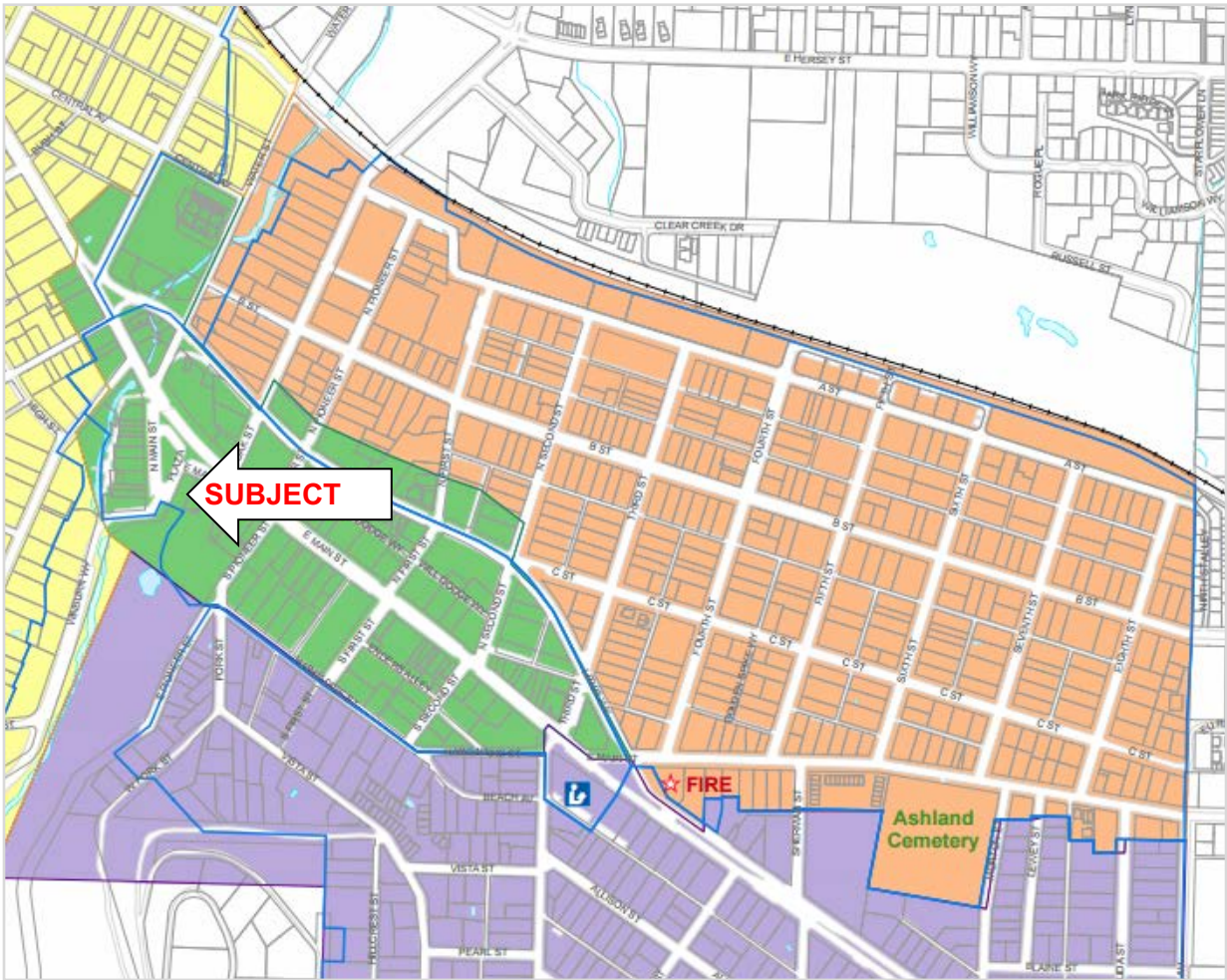
There is a limited supply of vacant commercial space available for lease or sale in downtown Ashland. Most of the space available for lease is within outlying areas of Ashland rather than central areas of downtown or the Historic District. Monthly rental rates for office and retail property in Ashland range from approximately \$1.80 to \$2.50 per square foot, with annual adjustments to rent of 2 to 3 percent. Concessions such as free rent and tenant improvement allowances are currently not common.

Overall, the Ashland commercial market is currently experiencing slowed demand but ongoing supply constraints have resulted in relatively stable price trends.

CONCLUSION

The economy of the subject market has been fairly resilient despite inflation and higher interest rates. Within Ashland tourism is a primary economic driver of the community, and this sector including OSF has been impacted by the wildfire seasons in recent years. SOU, another economic driver, is currently experiencing severe budget constraints. While housing costs are high relative to the larger county, most new residents are not dependent on the local economy for their income. Ashland is a desirable residential and commercial district projected to remain so, with most new households estimated to be of high or middle income. The long term outlook for the subject region is positive based on the attributes of the area.

ASHLAND HISTORIC DISTRICTS

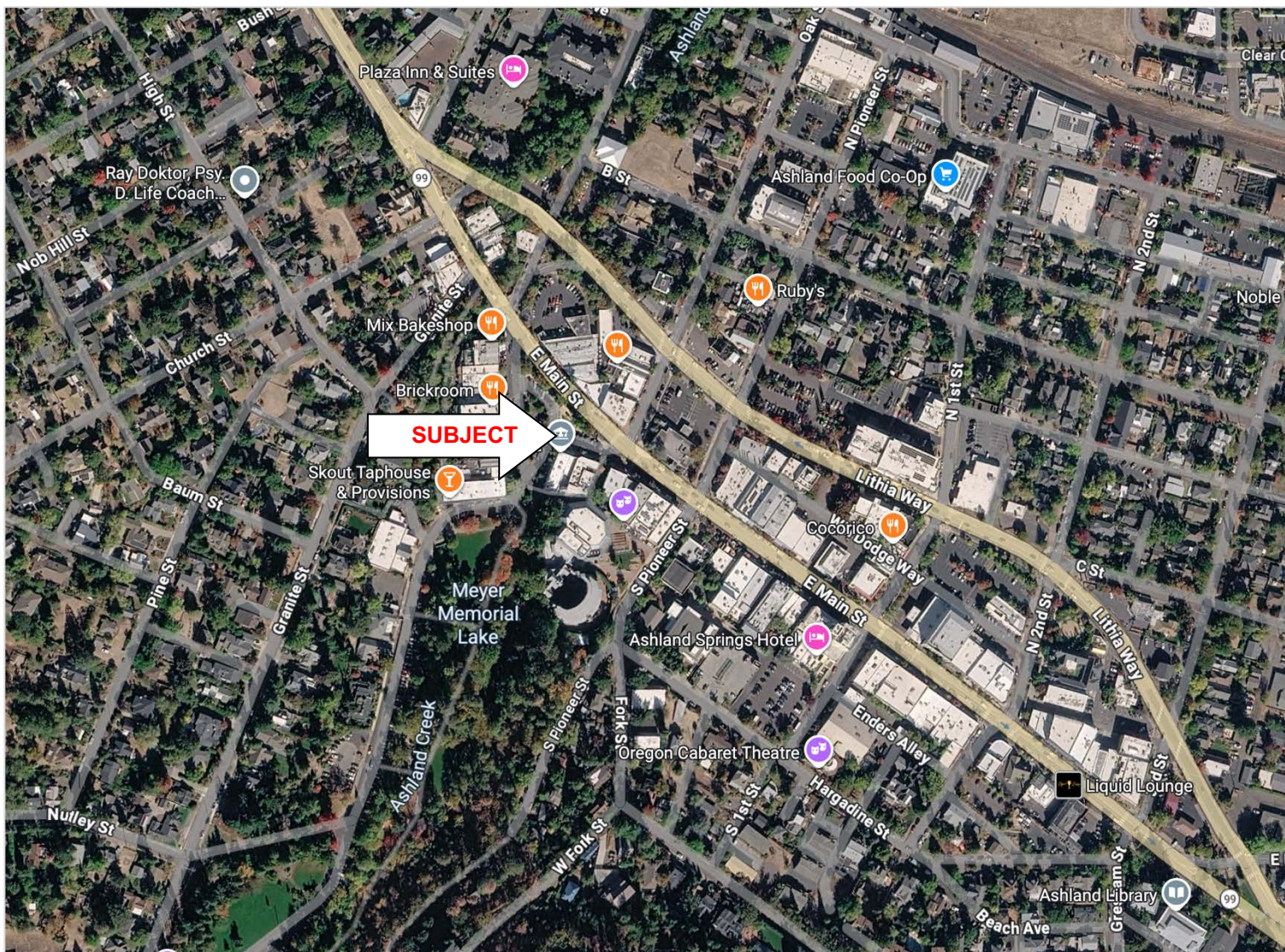


Source: City of Ashland

NEIGHBORHOOD MAP



AERIAL OF SUBJECT NEIGHBORHOOD



NEIGHBORHOOD DESCRIPTION

The subject property is located in central portions of The Plaza in downtown Ashland. This is a mixed-use neighborhood including downtown commercial (retail, office, restaurant) and special purpose (parks, theater). It is a heavy tourist destination including The Plaza, Oregon Shakespeare Festival (OSF), Lithia Park, and the downtown shops and restaurants. Commercial development includes retail shops (clothing boutiques, book stores, music stores, shoe stores, hair salons, spas, art galleries, etc.), restaurants, coffee shops/deli, banks and others. Residential development is also located within the downtown commercial district. This includes second and third floor units within mixed-use commercial buildings, apartment buildings, and single family units on the perimeter. Residential units in the downtown core command a premium in pricing, due to a scarcity of supply and central location.

The subject property is located on the southeast corner of Plaza Loop and E. Main Street. Plaza Loop represents the center of the downtown tourist district. Main Street is the primary commercial arterial extending in a southeast direction through the downtown district. Lithia Way is the secondary commercial arterial extending in a northwest direction one block north of Main Street. Lithia Way and Main Street intersect on both the south and north sides of the downtown core, forming Highway 99 (Siskiyou Boulevard to the south of downtown; Main Street then S. Pacific Highway to the north of downtown). The neighborhood has excellent access via Highway 99 to Interstate 5, which includes two freeway intersections in Ashland.

The downtown core retail and tourist district of Ashland extends roughly between the north and south intersections of Lithia Way and Main Street/Siskiyou Boulevard. This area extends approximately one-half mile and includes The Plaza on the north boundary and the City of Ashland fire station on the south boundary. The Plaza at the subject frontage is the central commercial district of Ashland and includes numerous retail shops, art galleries and restaurants fronting a central courtyard. The types of commercial uses within this area are oriented toward the town's tourist industry. They are located within historic 2-story buildings fronting the courtyard including Lithia water drinking fountains. The Plaza is located adjacent west of the main entry to Lithia Park, just south of Ashland Creek and the Calle Guanajuato pedestrian walkway.

One of the most prominent developments in the neighborhood, Lithia Park, is a 100 acre park extending from the Plaza up Ashland Creek to the foothills of Mount Ashland. It includes two ponds, a newly renovated Japanese garden, tennis/pickleball courts, two public greens, a bandshell (outdoor stage) and hiking trails. Also located near the main entry to Lithia Park is the Elizabethan Stage of Oregon Shakespeare Festival.

Many of the historical buildings fronting the Plaza back up to the Calle Guanajuato. Named after Ashland's sister city of Guanajuato, Mexico, Calle Guanajuato is a restoration project that was completed in the early 2000s in response to the New Year's Day Flood of 1997, which severely damaged Lithia Park, the Plaza, and many other parts of the city. In response to the flood, stone walls were built in Lithia Park to redirect flood waters back into the stream channel. A new bridge was completed at Winburn Way, with wing walls extended along Calle Guanajuato. The renovation project included a pedestrian bridge, increased riparian vegetation and stepped slope banks to protect the embankment from erosion. The pedestrian walkway includes seasonal, open air markets and outdoor dining areas.

South of the Plaza and Lithia Park, downtown Ashland includes a variety of retail stores, restaurants and offices fronting Main Street, the primary shopping district. Large developments in this area include the eight-story Ashland Springs Hotel, Oregon Shakespeare Festival, and Varsity movie theatre. There are a variety of hotels in the downtown district, including national franchise facilities, small boutique hotels, and bed & breakfast inns. Numerous restaurants are located downtown, including several fine dining establishments. Overall, the core downtown shopping district includes a variety of tourist oriented hotels/inns, restaurants, coffee shops, gift shops, banks, and offices. The design of the downtown core with the Plaza, Lithia Park and view amenities provides for a highly desirable tourist and residential community.

Development immediately surrounding the subject property along Main Street includes similar retail commercial buildings and OSF/Elizabethan Theatre. These buildings are of average to good quality construction and are well maintained. Tenants include OSF, retail and restaurant.

Some new development has been occurring in downtown Ashland during the previous decade, including several mixed-use, three-story facilities on Lithia Way north of the subject.

Conclusions

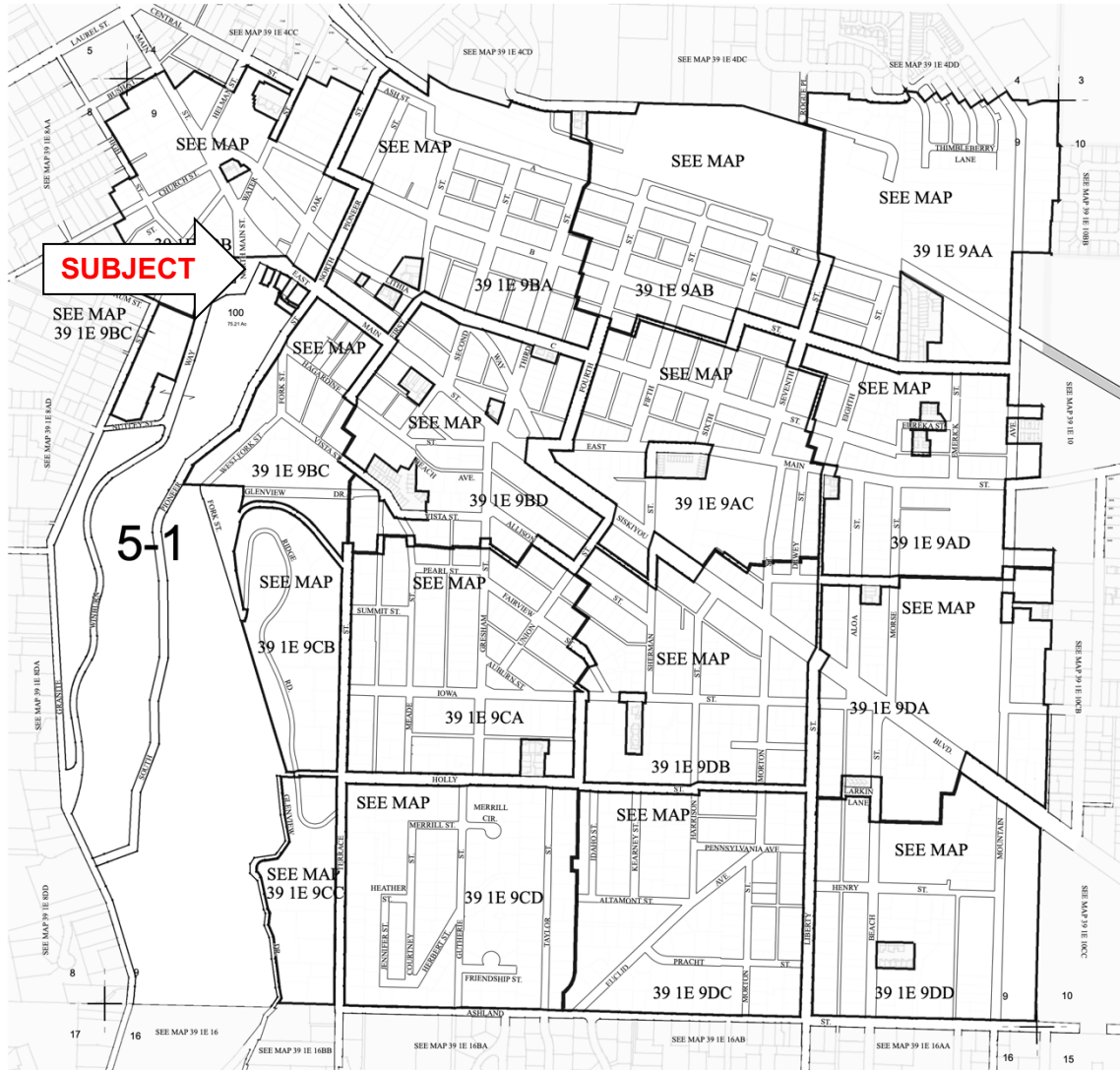
The subject neighborhood is an excellent, “ground zero” location on the Plaza in the downtown core of Ashland. In recent years new development has been occurring. There is limited land available for new development in the neighborhood. The neighborhood is well served by Main Street, which intersects with Interstate 5 (via Highway 99) to the north of Ashland. The subject neighborhood is anticipated to continue to be a desirable district in the foreseeable future.

PLAT MAP

FOR ASSESSMENT AND TAXATION ONLY

SECTION 9, T.39S., R.1E., W.M.
JACKSON COUNTY
1" = 400'

39 1E 09
ASHLAND

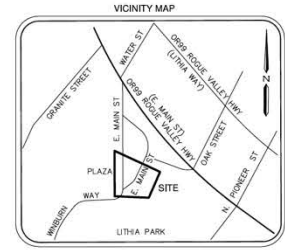
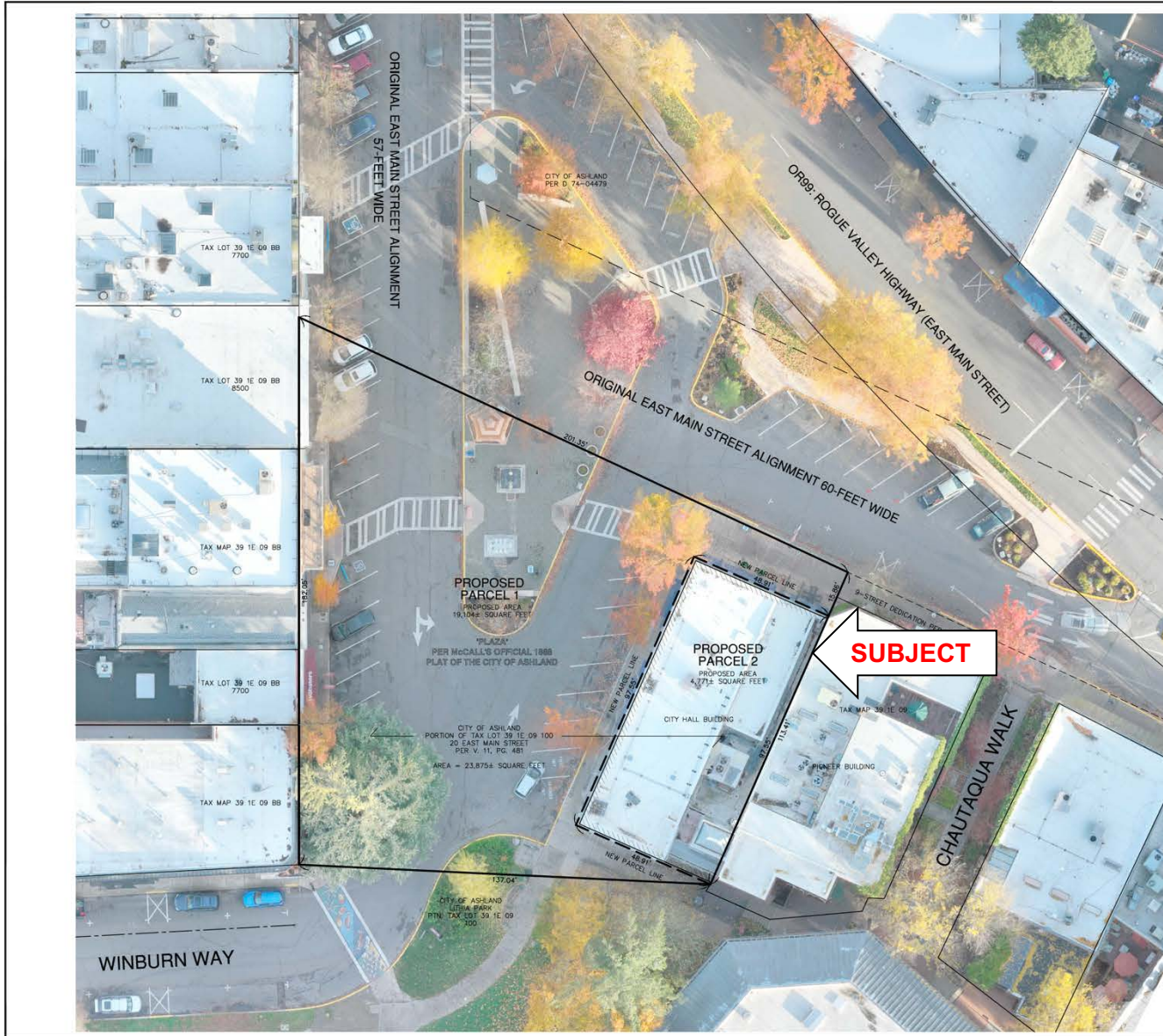


CANCELLED TAX LOT NUMBERS:

39 1E 09
ASHLAND

NEW MAP JANUARY 29, 2009

Source: Jackson County Assessor



REFERENCED PUBLIC RECORD REPORT
 THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN THE BELOW REFERENCED PRELIMINARY TITLE REPORT. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.

TITLE COMPANY: FIRST AMERICAN TITLE
 1225 ORATOR LAKE AVENUE
 MEDFORD, OR 97504
ORDER NO: 7169-4314038
TITLE REPORT DATE: OCTOBER 23, 2025 AT 8:00 AM
TITLE VESTED IN: TOWN OF ASHLAND, JACKSON COUNTY, OREGON
TAX MAP & LOT: 39 1E 09 100

SURVEYOR'S STATEMENT
 THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION.

REGISTERED PROFESSIONAL LAND SURVEYOR
 COLETTE MEYER
 OREGON
 JANUARY 11, 2022
 JURET C. CHAPPELL
 84543 PLS
 EXPIRES: 12/31/2027

PACIFIC CREST SURVEYING
 ASHLAND, OR
 c@pacific-crest.com

TENTATIVE PARTITION PLAT - MINOR SUBDIVISION
 20 EAST MAIN STREET - PORTION OF TAX LOT 39 1E 09 100
 CITY OF ASHLAND DEPARTMENT OF PUBLIC WORKS

CITY OF ASHLAND
 COUNTY OF JACKSON
 STATE OF OREGON

No.	Revisions

DATE PLOTTED: 11/11/2025
 DRAWN BY: JCM
 CHECKED BY: JCM
 DATE: 11/11/2025
 PROJECT: 2025032MASTER

1 OF 1

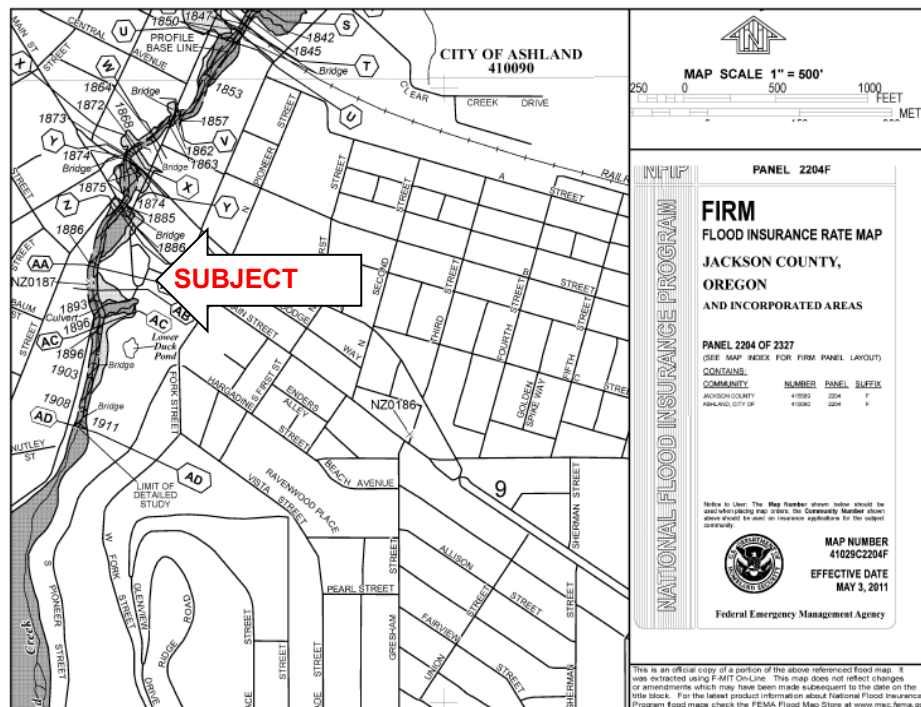
SITE DESCRIPTION

LOCATION: The subject property is located at 20 E. Main Street, Ashland, Jackson County, Oregon. The partitioned site fronts approximately 48.9 +/- feet on the south line of E. Main Street and 97.55 +/- feet on the east line of Plaza Loop.

SIZE AND SHAPE: As shown on the previous plat map, the subject is currently part of a larger tax lot (100) totaling 75.21 acres including a large portion of Lithia Park. The subject appraised property is a portion of the existing Tax Lot 100 consisting of proposed Parcel 2 totaling 4,771 square feet or 0.11 acres per the Tentative Partition Plat – Minor Subdivision dated November 17, 2025 shown on the prior page. The subject Parcel 2 is rectangular in shape.

TOPOGRAPHY AND SOIL: The topography of the subject site is basically flat and at surrounding street grade. No soils report was available for this appraisal. However, the soil quality as evidenced by the condition of the surrounding structures appears adequate for low-rise construction with standard perimeter concrete foundation design. Value estimates are predicated upon the soil being of adequate quality to support the subject improvements.

FLOOD PLAIN: According to FEMA map #41029C2204F dated May 3, 2011, the subject is not located in the flood zone, as shown below.

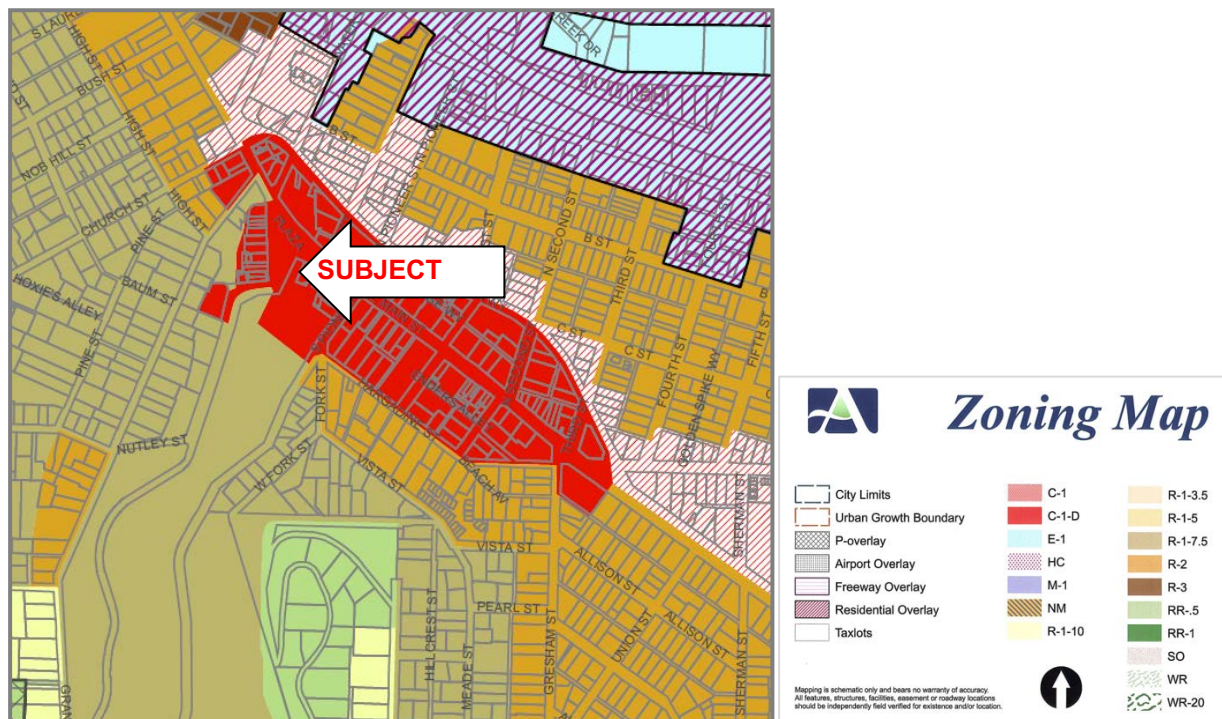


ACCESS AND SITE IDENTITY: Pedestrian access to the subject improvements is good by way of E. Main Street, Plaza Loop and a rear public walkway. Public parking is allowed on Plaza Loop and E. Main Street at the subject frontage. The subject has excellent site identity from Plaza Loop/The Plaza, E. Main Street, Lithia Park and OSF/Elizabethan Theatre.

ZONING: The subject property is zoned C-1-D, Retail Commercial District with Downtown Overlay, by the City of Ashland. According to the city, “This district is designed to stabilize, improve and protect the characteristics of those areas providing commercial commodities and services.” Per the city, allowable uses include professional and medical offices, retail stores, restaurants, theaters, and others. Allowable uses in the C-1-D district are not required to provide off-street parking except hotels/motels. Residential uses are also permitted in the C-1-D zone.

The subject building’s existing office facility is an allowable use based on the current zone. It is also compatible with surrounding land uses in the neighborhood. Reference is made to the zoning map below.

ZONING MAP



Source: City of Ashland

EASEMENTS OF RECORD: A public record title report for land partition for the subject property, prepared by First American Title dated October 31, 2025, was available for review. The findings of this report show typical utility easements, right of way for flume and an elevator easement attributed to OSF. A review of the title report and a physical inspection of the subject indicated no easements considered detrimental to the property. However, should any easements or encroachments be discovered, the appraiser reserves the right to re-evaluate the subject.

PUBLIC UTILITIES: All normal public utilities are available at the subject site from the following:

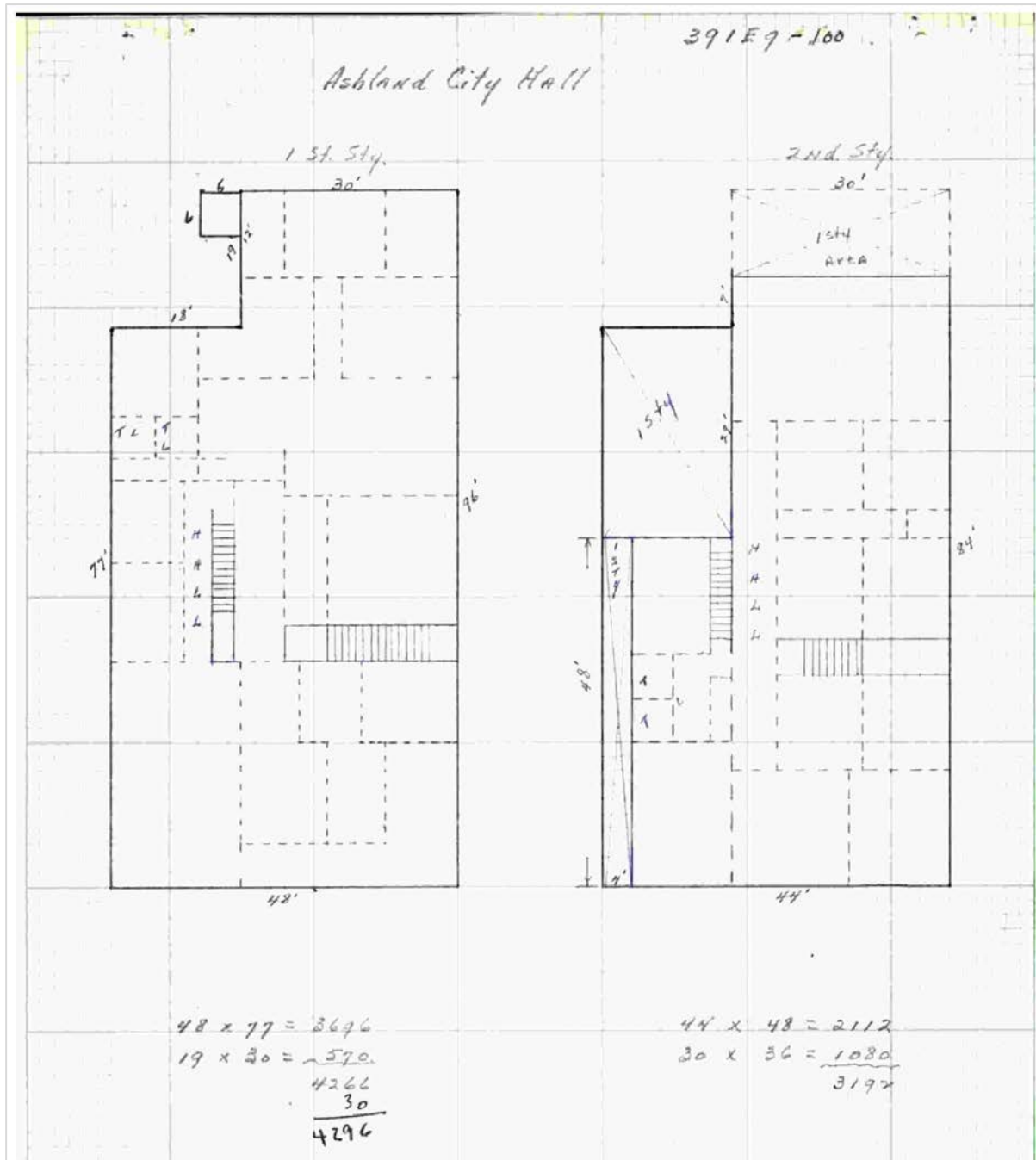
Electricity	- City of Ashland Electric Dept.
Garbage Disposal	- Ashland Sanitary
Water	- City of Ashland
Sanitary Sewage	- City of Ashland
Natural Gas	- Avista

ENVIRONMENTAL HAZARDS: An environmental risk review report was not available for review for the subject property. This appraisal assumes there are no hazardous substances affecting the property. However, the appraiser reserves the right to re-evaluate the subject property if hazardous waste contamination is subsequently found to be present on or in the subject property.

COMMENTS: The subject is an excellent commercial site located on The Plaza in the central commercial district of downtown Ashland. It has very good site identity and pedestrian access from Main Street, the primary south-bound collector in the downtown district, and Plaza Loop. The site is surrounded by good quality and compatible uses. The neighborhood area is desirable and anticipated to remain so.

Reference is made to the photographs of the subject property at the beginning of this report, and the following description of improvements.

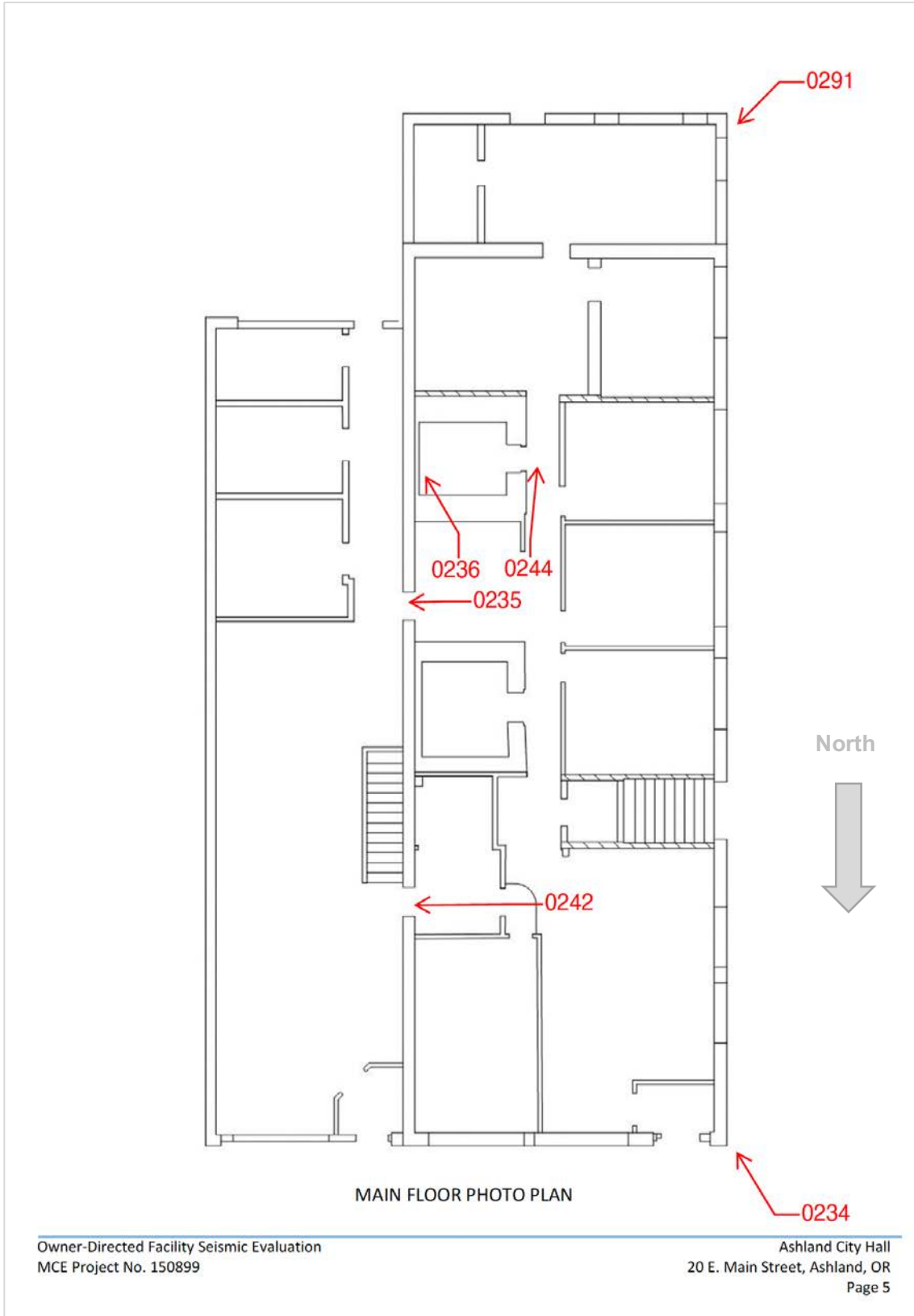
DIMENSIONAL BUILDING SKETCH



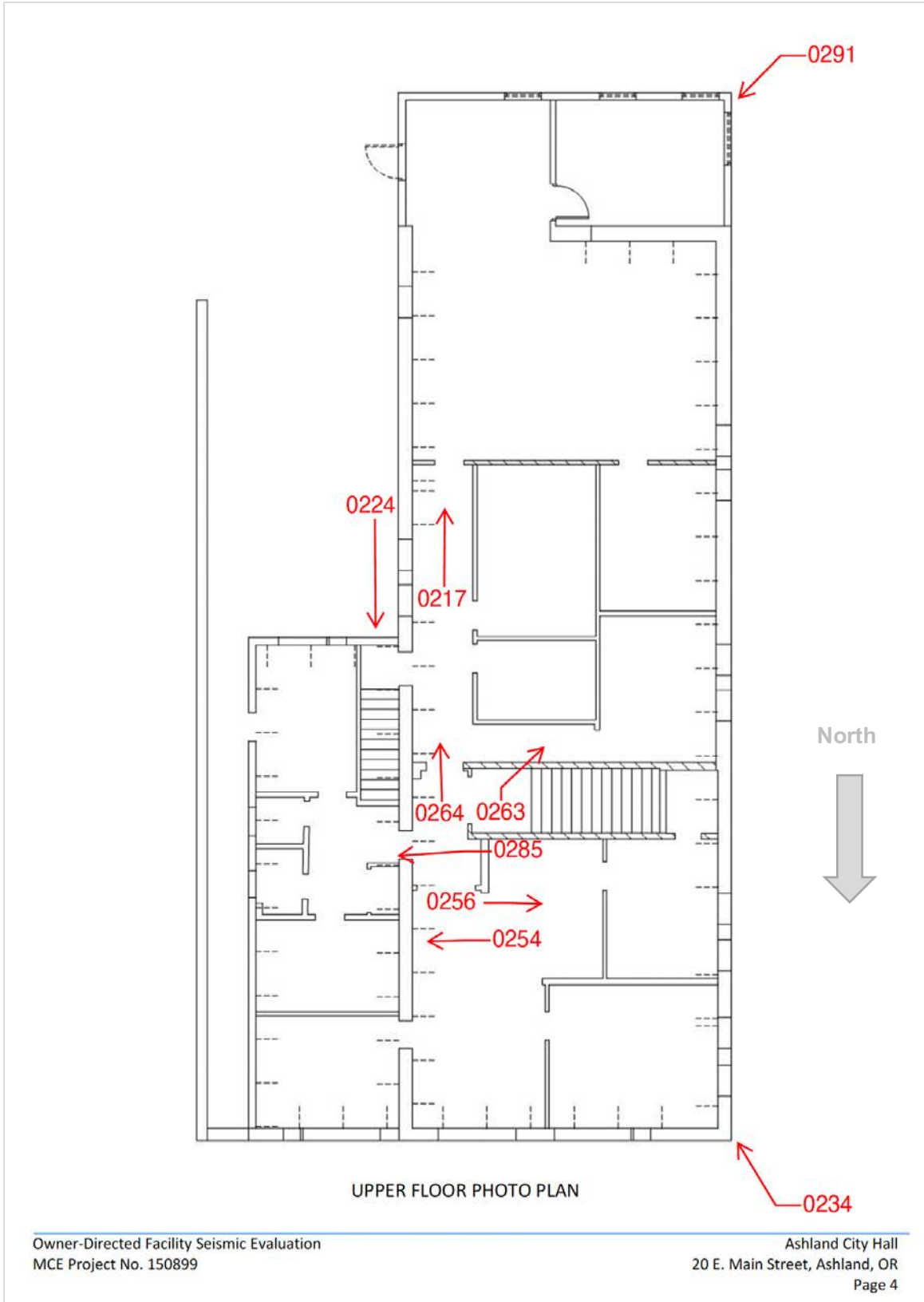
Source: Jackson County Assessor

Note: County floor plans are not current.

MAIN FLOOR PLAN



SECOND FLOOR PLAN



DESCRIPTION OF IMPROVEMENTS

The subject improvements include a two-story historic municipal office facility. It was completed in 1891, originally housing the city's fire department, police station and jail. The facility was expanded in 1913 and 1995. For many years it has been owner occupied for general office space as Ashland City Hall. Until recently it served as the central hub for city leadership and administrative services. The improvements are of class C unreinforced brick masonry, wood frame and cast in place concrete construction, with a flat roof of membrane covering. According to the appraiser's physical inspection and the *Owner-Directed Facility Seismic Evaluation* report prepared by Miller Consulting Engineers, the gross building area (GBA) totals 7,745 square feet. The subject's recent use as a municipal office facility is a permitted use based on the current C-1-D zoning district. The subject's FAR (floor to area ratio) is 1.62 (7,745 SF GBA / 4,771 SF site area).

Basic building details are as follows:

FOUNDATION – Concrete, rock/rubble perimeter with post and pier intermediate bearing.

FLOORS – Wood frame with dimensional lumber.

WALL STRUCTURE – Combination of unreinforced brick masonry, wood frame and cast in place concrete, with a stucco veneer.

BUILDING HEIGHT – 20-24 feet.

ROOF STRUCTURE and COVER – Flat, wood frame rafters with panel board sheathing and membrane covering.

INSULATION – Portions of ceilings include blown-in insulation.

WINDOWS – Single and double hung windows set in aluminum frames.

DOORS – The ground floor main entry exterior doors are storefront style, single or double hung glass set in wood or aluminum frame. The side entry door facing Plaza Loop includes a roll up security door. Interior doors are hollow core or solid wood set in wood trim.

INTERIOR FLOORS – Combination of commercial grade carpet in office areas/hallways and sheet vinyl in restrooms.

INTERIOR WALLS – Combination brick masonry and gypsum board, textured and painted.

INTERIOR CEILINGS – Combination of painted gypsum board and acoustic panels.

HEATING, VENTILATING and AIR CONDITIONING – Roof mounted package system providing forced air electric heat and air conditioning.

PLUMBING – Two restrooms are located at the rear of the ground floor. One ADA compliant restroom is located on the second floor. Break room on the first and second floors each include a single basin, stainless steel sink set in a Formica countertop with wood cabinetry. There is a utility closet with mop drain on the second floor.

LIGHTING and ELECTRICAL - Lighting is a combination of ceiling or wall mounted incandescent and fluorescent fixtures. Electrical power is 3-phase, 480 volt.

FIRE PROTECTION - The facility includes a wet pipe sprinkler system.

VERTICAL PENETRATION – There are two interior stairwells providing access to the second floor. The subject also has use of the elevator installed by OSF at the rear of the facility.

AWNINGS – The street front elevations of the facility include fabric awnings over the first floor windows and main entry doors.

PARKING – There is no off-street parking available, nor required per city code. Street parking is available along E. Main Street and Plaza Loop at the subject frontage.

LANDSCAPING –The concrete sidewalks at the Plaza Loop frontage include tree wells with deciduous trees.

OVERALL CONSTRUCTION QUALITY – Average for its original 1891 construction; not to current standards.

OVERALL CONDITION OF IMPROVEMENTS – Poor. Although the subject has been renovated and expanded over the years, the facility includes numerous areas of physical deterioration. The subject's historic construction currently includes structural issues related to seismic, roof, electrical, HVAC and ADA compliance. The subject is not seismically reinforced and is subject to collapse in the event of an earthquake.

Additionally the subject includes a cracked roof support beam in the attic, and the roof is at risk of collapse when there is snow and ice on the roof. On February 17, 2026, the city fire marshal closed the subject to normal building occupancy due to snow accumulation on the roof after a January inspection found the building unsafe to occupy.

A *Property Condition Assessment* report of the subject property dated January 16, 2026, prepared by Oregon Commercial Property Inspections, was provided for review. The findings of this report concluded the subject exhibits conditions of an older, historically constructed building with deferred maintenance, aged building systems, and documented structural and seismic concerns.

EFFECTIVE AGE and ECONOMIC LIFE – The actual age of the subject improvements is 135 years. Based on the current condition of the subject facility, the effective age is estimated to be approximately 50+/- years. The economic life of a facility such as the subject is approximately 45-50 years according to the national cost guide Marshall & Swift. The subject is estimated to be at the end of its economic life.

REMARKS: The subject is a single tenant, historic municipal office facility built in 1891 located in downtown Ashland. The level of interior finish, unit configuration and the overall floor plan is similar to other successful office facilities in the downtown market. The building includes numerous areas of significant structural deterioration and is not currently suitable for normal office occupancy. Without renovation the subject improvements are estimated to be at the end of their economic life. Based on the historic nature of the improvements any future renovation, demolition and/or redevelopment of the improvements will be subject to local, state and federal preservation reviews and approvals.

HIGHEST AND BEST USE

Highest and best use is defined as the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The highest and best use of both land as vacant and as improved must meet four criteria: it must be legally permissible, physically possible, financially feasible, and maximally productive. Judgments as to a property's highest and best use form the basis for estimating its market value. A complete analysis of highest and best use requires a consideration of the property both as though vacant and as improved.

AS-IF VACANT ANALYSIS

The subject property is zoned C-1-D, Retail Commercial District with Downtown Overlay, by the City of Ashland. Permitted uses include professional and medical offices, retail stores, restaurants, theaters, and others. Residential uses are permitted in the C-1-D zone with a density not to exceed 60 units per acre. At least 65 percent of the total gross floor area of the ground floor shall be designated for permitted uses excluding residential. Allowable uses in the C-1-D district are not required to provide off-street parking except hotels/motels. According to the Downtown Overlay, structures greater than 40 feet in height, but less than 55 feet in height, may be permitted as a conditional use.

Due to the subject's deed restriction which runs with the land, legally permissible uses are municipal only for public square of the plaza, town hall or jail. The subject's deed restriction severely limits the use of the site and available buyer pool. Based on the language of the deed restriction the subject "shall be and remain the property of the People of the Town of Ashland to have, and to enjoy, and used in common by the People of said Town as a Public Square or Plaza, and also for the erection of a Town Hall and Jail therein." This is a permanent covenant running with the land.

Regarding physical characteristics, the subject is rectangular in shape and with flat topography. It is centrally located on The Plaza with excellent pedestrian access and exposure from E. Main Street, Plaza Loop and a rear walkway next to Lithia Park and OSF. The neighborhood is developed with retail, offices, restaurants, hotels, theaters, and mixed-uses (retail-residential). Market conditions for downtown commercial space are currently stable. Over

the last decade several new facilities have been completed along Lithia Way just north of the subject in the downtown neighborhood. These facilities are of three-story, steel frame and brick masonry construction with ground level retail/office and residential condominiums on floors 2 and 3.

Based on legally permissible uses and the subject's deed restriction, the highest and best use of the subject site as if vacant is multi-story municipal-only development.

AS-IMPROVED ANALYSIS

The subject improvements are an outright permitted use within the C-1-D zone. The subject improvements are consistent with and conforming to surrounding development on The Plaza and downtown district. The 1891-built facility has numerous areas of deterioration including major structural deficiencies, and was closed to normal business occupancy in February 2026 over structural safety concerns. The estimated effective age is 50+/- years. The economic life of similar office facilities is approximately 45-50 years. Without renovation, the subject is estimated at the end of its economic life.

According to the current *Cost-to-Cure & 5-Year Capital Plan* prepared for the subject by the city and located in the addenda of this report, estimated costs to cure in order of magnitude range as follows:

Immediate (0-12 Months): \$229,500 - \$359,000
Short Term (1-3 Years): \$167,000 - \$267,000
Long Term (4-5 Years): \$756,500 - \$1,346,000

As summarized above, the upper end of the total 5-year estimated cost to cure range is \$1,346,000, or \$173.79 per square foot GBA. The upper-end cost estimate per square foot is bracketed by renovation cost comparables in the subject market.

As will be demonstrated in the following valuation section, the estimated value of the subject land currently encumbered by the deed restriction is \$280,000 (\$58/SF land area). This included an estimated 60 percent discount for the subject's municipal only deed restriction. Based on the hypothetical condition the subject was not encumbered by the deed restriction, an undiscounted land value of \$690,000 is estimated achievable (\$145/SF land area). The subject's underlying land value therefore equals \$36.15 per square foot of gross building area (GBA) based on the deed restriction, or \$89.09 per square foot GBA hypothetical

unencumbered. The total cost to cure estimate of \$173.79 plus land value equals \$209.94 to \$262.88 per square foot GBA, as summarized below:

Subject	Estimated Land Value	Land Value /SF GBA	5-Year Cost to Cure/GBA	Total Land+ Cost/SF
As-Is with Deed Restriction:	\$280,000	\$36.15	\$173.79	\$209.94
Hypothetical Unencumbered:	\$690,000	\$89.09	\$173.79	\$262.88

Recent improved sales of older commercial facilities *without similar deed restrictions* in downtown Ashland have ranged in price from approximately \$140 to \$284 per square foot GBA. Most range between \$250 and \$275 per square foot. The low end of the market range from approximately \$140 to \$160 includes facilities near the end of their economic life, including significant structural deficiencies. All of the recent comparable improved sales in downtown Ashland are inferior to the subject in location. However they are all superior to the subject in property rights conveyed. None of the recent improved sales included a deed restriction for municipal use only similar to the subject. There are no known recent sales of improved facilities in Ashland or the larger Jackson County area with a similar deed restriction for municipal-only use. The improved sales are therefore less credible to apply to the subject in as-is condition. If the subject were not encumbered by the deed restriction, a renovated value at the upper end to slightly above the market range is estimated achievable for the subject based on location elements of comparison. In conclusion, the as-is (\$209.94/SF) and hypothetical unencumbered (\$262.88/SF) total costs plus land value are bracketed by the market data set.

In conclusion, the existing improvements are at the end of their economic life. Legal, physical, locational and marketability factors support holding the subject facility until the existing improvements can be renovated or redeveloped for municipal only use as the highest and best use of the subject property. Since the subject building is on the national historic register, any future renovation, potential demolition and/or redevelopment will be dependent on local, state and federal reviews and approvals.

VALUATION ANALYSIS

Since the subject building improvements are at the end of their economic life, the cost approach to value is not fully developed in this report. This valuation method has been considered and retained in the appraiser's workfile, but since the subject's building improvements are concluded fully depreciated it is not developed in this report.

The improved sales comparison approach is also not credible to apply to the subject facility. While there are sales of improved properties in Ashland nearing the end of their economic life similar to the subject, there were no comparable sales of commercial facilities with a similar municipal only use deed restriction such as the subject. Due to the lack of comparable data truly similar, the sales comparison approach is unreliable and not applied to the subject improved property.

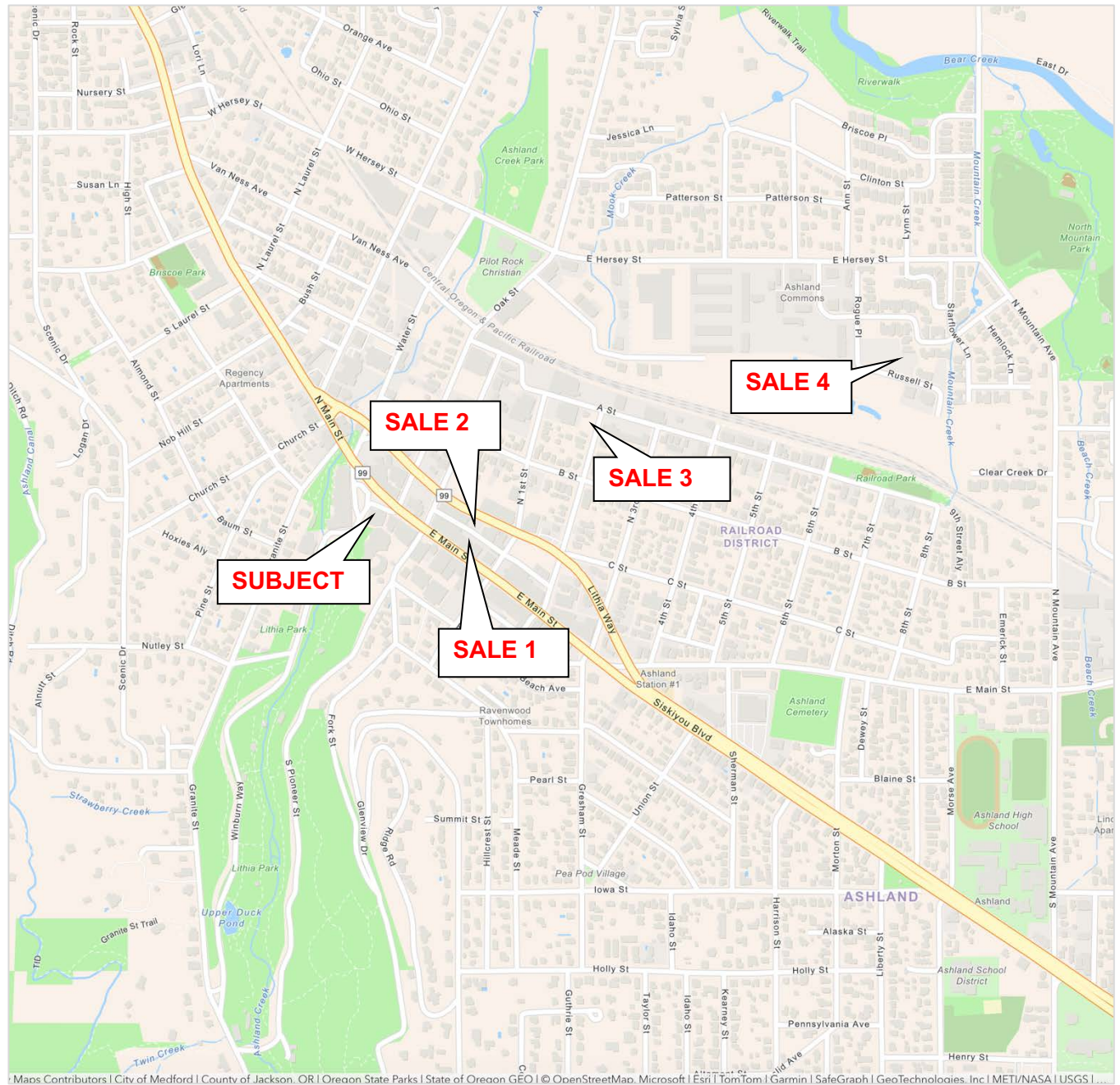
The income approach is also not credible to value the subject property. There is a scarcity of lease data for municipal facilities at the end of their economic life in the subject market.

While the cost approach is not fully developed, a land value estimate is made. The valuation of the subject land based on sales comparison is presented below.

SITE VALUATION:

A search for comparable land sales was made in order to help estimate the value of the subject site. In recent years there has been an extreme scarcity of sales of commercial zoned land in the Ashland market, especially in the subject's downtown district, due to the built out nature of the neighborhood. For this reason the search parameters were expanded to include more dated sales downtown, and sales in the larger market area including the railroad district. The land sales presented in the next section were the best data available for review and concluded adequate for comparison.

LAND SALE COMPARABLES MAP



Maps Contributors | City of Medford | County of Jackson, OR | Oregon State Parks | State of Oregon GEO | © OpenStreetMap, Microsoft | Esri | TomTom | Garmin | SafeGraph | GeoTechnologies, Inc | METI/NASA | USGS | ...

COMPARABLE LAND SALE DATA



SALE NO.	1
LOCATION:	149-167 E. Main Street, Ashland, Jackson County, Oregon.
GRANTOR:	Teitelbaum Trust
GRANTEE:	149 E. Main Street LLC
DATE:	February 28, 2024
SALES PRICE:	\$1,500,000
TERMS:	Cash
UNIT PRICE:	\$132.44 per square foot of land area
DEED:	2024-4127
VERIFICATION:	Chris Ursetta, Tietelbaum Trust, seller
ASSESSOR'S PARCEL NO.:	39-1E-09BA, Tax Lot 10900

SALE NO.: 1 (Continued)

SITE: 0.26 acre, 11,326 square feet; rectangular shaped interior parcel, with terraced topography, all public utilities available, street improved to urban standards. The site fronts 98.4+/- feet on the north line of E. Main Street and 98.4+/- feet on the south line of the public alley known as Will Dodge Way.

IMPROVEMENTS: At the date of sale the site was improved with a single story plus basement retail facility built in 1900. The gross building area totaled 10,650 square feet including basement and mezzanine storage space. It was demised for four tenant suites. The facility is not on the historic register. At the date of sale it was in below average-poor condition with numerous areas of deferred maintenance including significant structural.

ZONING: C-1-D, Retail Commercial District with Downtown Overlay, City of Ashland.

REMARKS: The buyer was aware the building included significant structural issues at the date of sale and was nearing the end of its economic life. The lease agreements at the date of sale had two to three year remaining terms. The sale price reflected an OAR of 10 percent based on existing income. This OAR is significantly higher than the typical rate for commercial space in Ashland averaging 6 percent at the date of sale, reflecting the condition of the improvements.

MARKETING TIME: 0 days.



COMPARABLE LAND SALE DATA



SALE NO.	2
LOCATION:	160 Lithia Way, Ashland, Jackson County, Oregon.
GRANTOR:	City of Ashland
GRANTEE:	DRRAM LLC (now Ashland Vine LLC)
DATE:	November 17, 2008
SALES PRICE:	\$500,000
TERMS:	Cash
UNIT PRICE:	\$71.74 per square foot
DEED:	2008-44798
VERIFICATION:	Doug Irvine, buyer
ASSESSOR'S PARCEL NO.:	39-1E-09BA, Tax Lot 10800

SALE NO.: 2 (Continued)

SITE: 0.16 acre, 6,970 square feet; slightly irregular-rectangular shaped interior parcel, with flat topography, all public utilities available, street improved to urban standards. The site fronts 99.2+/- feet on the south line of Lithia Way and 98.19+/- feet on the north line of the public alley known as Will Dodge Way.

IMPROVEMENTS: At the date of sale the site was improved with an asphalt paved parking lot in average condition. The parking lot currently remains on site but is not in use, barricaded by perimeter chain link fencing.

ZONING: C-1-D, Retail Commercial District with Downtown Overlay, City of Ashland.

REMARKS: This parcel is located adjacent north of Land Sale 1. The buyer purchased the site for a proposed wine bar/hotel, but subsequently focused on developing another property attributed to their winery, Irvine-Roberts. Sale 2 was subsequently listed for sale on October 6, 2016 for \$1,100,000, or \$157.83 per square foot. It was on the market for 193 days without a pending sale, and the listing was canceled. The 2008 sale occurred during the Great Recession (December 2007-June 2009).

MARKETING TIME: 0 days.



COMPARABLE LAND SALE DATA



SALE NO. 3

LOCATION: 283 Second Street, Ashland, Jackson County, Oregon.

GRANTOR: Ronald A. Rusnak and Lisa J. Zingare, et al

GRANTEE: Magnolia Investment LLC

DATE: December 23, 2014

SALES PRICE: \$200,000

TERMS: Cash

UNIT PRICE: \$43.72 per square foot

DEED: 2014-33936

VERIFICATION: Gil Livni, Magnolia Homes, buyer

ASSESSOR'S PARCEL NO.: 39-1E-09BA, 900

SALE NO.: 3 (Continued)

SITE: 0.10 acre, 4,575 square feet; rectangular shaped interior parcel, with slightly sloping topography, all public utilities available, street improved to urban standards. The parcel has 61+/- feet of frontage on the west line of Second Street and 75+/- feet of frontage on the north line of a public alleyway. It is located one tax lot south of the intersection of A Street and Second Street in the Historic Railroad District. Overhead utility lines on wood standards are located along the street and alley frontages.

IMPROVEMENTS: At the date of sale and presently the site consists of a gravel lot.

ZONING: E-1, Employment, City of Ashland. Permitted uses include professional and medical offices, retail, light manufacturing, hotel/motel, and residential on second floor (live/work).

REMARKS: The buyer intends to improve the property with a mixed-use retail-office and residential facility. The buyer felt the price paid was below market.

MARKETING TIME: 0 days.



COMPARABLE LAND SALE DATA



SALE NO.	4
LOCATION:	469 Russell Street, Ashland, Jackson County, Oregon.
GRANTOR:	Laz Ayala
GRANTEE:	Jacksonville Investments LLC
DATE:	May 25, 2018
SALES PRICE:	\$495,000
TERMS:	Cash
UNIT PRICE:	\$26.43 per square foot
DEED:	2018-16093
VERIFICATION:	Laz Ayala and Jeff Rodgers, listing/selling broker, John L. Scott
ASSESSOR'S PARCEL NO.:	39-1E-09-AA Tax Lot 2802

SALE NO.: 4 (Continued)

SITE: 0.43 acre, 18,731 square feet; irregular shaped interior parcel, with level topography, all public utilities available, street improved to urban standards. The property is Lot 3 in the Falcon Heights development of the Historic Railroad District. The site is fully developed with sewer taps, water meters, transformers and other utilities as well as parking lot, storm water detention, landscaping and parking lights. According to the broker, the developer had estimated \$100,000 in site improvements were complete prior to sale.

IMPROVEMENTS: Finished underground site work but no vertical improvements.

ZONING: E-1, Employment, City of Ashland. Permitted uses include professional and medical offices, retail, light manufacturing, hotel/motel, and residential on second floor (live/work).

REMARKS: The buyer intended to improve the property with a commercial building on the lower floor and residence on the upper floor. It has not been completed to date.

MARKETING TIME: 106 days.



LAND SALE SUMMARY

NO.	IDENTIFICATION	DATE/ RECORDING	SALE PRICE	AC/SF	ZONING	PRICE/ SF
1	146-167 E. Main Street Ashland, OR	2/28/2024 2024-4127	\$1,500,000	0.26 11,326	C-1-D	\$132.44
2	160 Lithia Way Ashland, OR	11/17/2008 2008-44798	\$500,000	0.16 6,970	C-1-D	\$71.74
		<i>Listing</i> 10/6/2016	\$1,100,000			\$157.83
3	283 Second Street Ashland, OR	12/23/2014 2014-33936	\$200,000	0.10 4,575	E-1	\$43.72
4	469 Russell Street Ashland, OR	5/25/2018 2018-16093	\$495,000	0.43 18,731	E-1	\$26.43

SALES COMPARISON APPROACH ANALYSIS

The land sales show prices from \$200,000 to \$1,500,000, or from \$26.43 to \$132.44 per square foot. All are located in the subject's neighborhood area of Ashland; Sales 1 and 2 are located in the downtown district most similar to the subject whereas Sales 3 and 4 are located in the railroad district to the north of downtown. None of the land sales are truly similar to the subject's very central location on The Plaza next to Lithia Park and OSF. The data set was the best available and viewed adequate.

The dates of sale range from 2008 to 2024. After declining during the 2008 recession and stabilizing in 2012-13, market conditions for commercial land have been relatively stable to increasing since 2014, except for a decline and subsequent rebound during the 2020 pandemic.

The sales range in size from 0.10 to 0.43 acres. All of the sales included similar good access, relatively flat or terraced topography and available utilities as the subject. None included a deed restriction for municipal use only such as the subject.

The table on the next page summarizes a qualitative analysis of the comparable sales as they relate to the subject property based on property rights conveyed, market conditions, size, zoning/density, location and related factors.

Land Sale Comparative Qualitative Analysis

ADJ. FACTOR	1	2	3	4
Property Rights Conveyed	Fee Simple/ No Deed Restriction – Superior	Fee Simple/ No Deed Restriction – Superior	Fee Simple/ No Deed Restriction – Superior	Fee Simple/ No Deed Restriction – Superior
Financing Terms	Similar	Similar	Similar	Similar
Conditions of Sale	Similar	Similar	Similar	Similar
Sale Date/ Market Conditions	2/2024 – Similar	11/2008 – Inferior	12/2014 – Inferior	5/2018 – Inferior
Location/ Neighborhood Market Area	Downtown not on Plaza – Inferior	Downtown not on Plaza – Inferior	Railroad District – Inferior	Railroad District – Inferior
Frontage/Exposure	Interior – Inferior	Interior – Inferior	Interior – Inferior	Interior – Inferior
Access	Similar	Similar	Similar	Similar
Size	0.26 AC Inferior (Larger)	0.16 AC Inferior (Larger)	0.10 AC Similar	0.43 AC Inferior (Larger)
Zoning	C-1-D Similar	C-1-D Similar	E-1 Inferior	E-1 Inferior
Physical Characteristics	Terraced Inferior	Similar	Similar	Similar
Existing Improvements/ Required Demolition	Yes – Similar	None – Superior	None – Superior	None - Superior
Price/SF Overall Comparison*	\$132.44 Superior	\$71.74 Superior	\$43.72 Inferior	\$26.43 Inferior

Sales 1 and 2 from \$71.74 to \$132.44 per square foot are rated most reliable based on similar downtown locations, and Sale 1 is the most recent indicator. As summarized in the above chart, Sales 1 and 2 from \$71.74 to \$132.44 per square foot are rated overall superior to the subject. While are both inferior to the subject in location, size and overall appeal, they are

superior in property rights conveyed without municipal only deed restriction. Sales 3 and 4 from \$26.43 to \$43.72 per square foot are rated overall inferior to the subject, requiring net upward adjustments.

Qualitative Analysis Conclusion: Based on the qualitative analysis, a land value greater than \$43.72 and less than \$71.74 per square foot is concluded achievable for the subject.

Quantitative Analysis with Discount for Deed Restriction: Due to the severity of the subject's deed restriction, a quantitative analysis with a specific adjustment for property rights is desired for extraction from the market.

Based on the hypothetical condition the subject was not encumbered by the deed restriction for municipal use only, a land value greater than the upper end of the data set of \$132.44 per square foot is concluded achievable based on differences in location, size, corner frontage and related elements of comparison. Based on a 10 percent upward adjustment to the most recent and reliable Sale 1, a land value in the range of \$145 per square foot is viewed achievable for the subject if it was not encumbered by the deed restriction.

A search was made in the subject market for sales of similar municipal use only commercial land sales. None were discovered in the subject's Ashland or larger Jackson County market area truly similar to the subject. The search was therefore expanded to include sales of land with development restrictions in order to analyze paired sales demonstrating differences in pricing. Two sales of development land in Ashland with restricted uses were discovered over the last decade, as summarized on the following pages.

RESTRICTED USE COMPARABLE LAND SALES DATA



LAND SALE NO.	1
IDENTIFICATION:	Vacant Land/Future City Park
LOCATION:	South side of E. Main Street, North side of Abbott Avenue, E. of Clay Street, Ashland UGB
GRANTOR:	Bonnie Shaffer and Fain Shaffer
GRANTEE:	City of Ashland Parks & Recreation
DATE:	November 6, 2018
SALE PRICE:	\$1,000,000
TERMS:	Cash
UNIT PRICE:	\$181,159 per acre
DEED RECORDING:	2018-37280
MARKETING TIME:	0 days
VERIFICATION:	Michael Black, Director, City of Ashland Parks & Recreation,

ASSESSOR'S PARCEL NO.: 39-1E-11CB, Tax Lot 200

SITE: 5.52 acres, 240,451 square feet, rectangular shaped interior parcel, level topography, 362 feet of frontage on south line of E. Main Street. The site is located in the Urban Growth Boundary (UGB) of the City of Ashland within Jackson County. The street frontage was not improved to current urban standards. One curb cut provided ingress/egress.

ZONING: RR-5, Rural Residential, 5 acre minimum, Jackson County.

USE AT SALE: Unimproved except for a small, older residential dwelling.

CURRENT USE: The dwelling has since been demolished. The buyer purchased the property for city park purposes.

REMARKS: The warranty deed includes the following restriction: "It is the intention of the Grantors that the property remain a park and that it not be later sold for the construction of a housing development." The property was appraised for \$1,780,000, or \$322,463 per acre prior to sale. The sellers agreed to sell the land to Ashland Parks for \$1,000,000 and donate the value of \$780,000 as long as the property became a park. The sale price represented a 44 percent discount from the appraised value attributed to the restriction.



RESTRICTED USE COMPARABLE LAND SALES DATA



**Portion of above larger parcel, pursuant to lot line adjustment (see below)*

LAND SALE NO.	2
IDENTIFICATION:	Open Space in Bear Creek Drainage/Proposed Riverwalk City Park
LOCATION:	North of 345 Clinton Street, Ashland, Oregon
GRANTOR:	Paul B. Mace and Kathleen Kahle
GRANTEE:	City of Ashland
DATE:	April 5, 2018
SALE PRICE:	\$380,000
TERMS:	Cash
UNIT PRICE:	\$33,043 per acre
DEED RECORDING:	2018-010640
MARKETING TIME:	0 days
VERIFICATION:	Michael Black, Director, City of Ashland Parks & Recreation, buyer representative

ASSESSOR'S PARCEL NO.: 39-1E-04DB, Tax Lot 400 (portion)

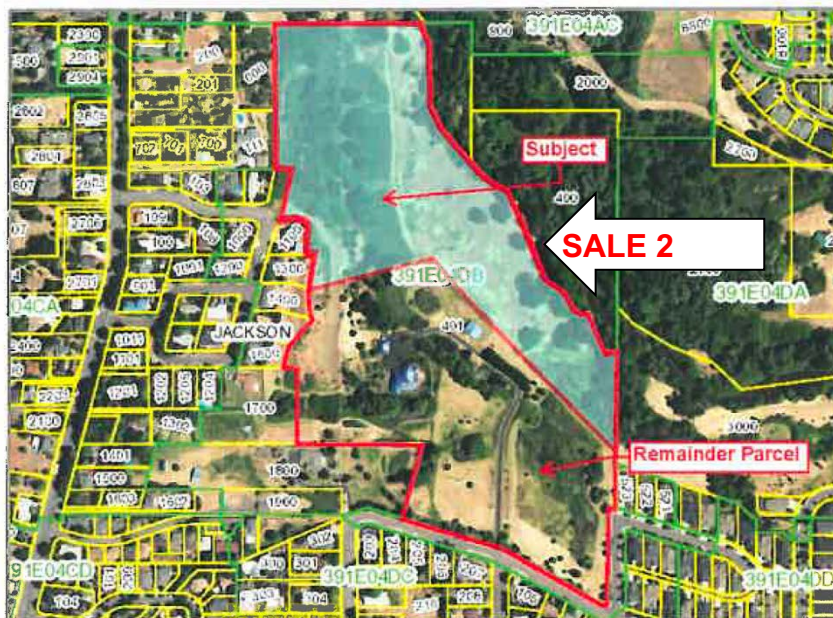
SITE: 11.50 acres, 500,940 square feet, irregular shaped parcel with flat to sloping topography. Bear Creek extends through the east and north boundary of the parcel. The Mook Creek extends through central portions of the parcel. Portions of the site are within the regulatory floodway. The site was partitioned from a larger 23.35 acre parcel previously identified as Tax Lot 401.

ZONING: R-1-5, Residential, with P-Overlay (Performance Standards), City of Ashland.

USE AT SALE: The partitioned property was unimproved.

CURRENT USE: City park identified as Riverwalk Park

REMARKS: The partitioned site is identified in the map below provided by the buyer, the City of Ashland. The site was restricted for development due to the floodway and access. Sales of similar size R-1-5 subdivision land during 2016-2019 ranged from \$182,279 to \$354,730 per acre, including the 5.02 acre site for proposed Verde Village Phase 2 and the 5.92 acre site proposed for West Village PUD. The restricted use land sale demonstrates a discount of 83 percent based on a market value of \$200,000 per acre unrestricted.



Source: City of Ashland Parks & Rec Dept.

The previous restricted use land sales show discount rates of 44 and 83 percent. A discount rate at the middle of the market range of 60 percent is estimated for the subject. Based on an unencumbered land value of \$145.00 per square foot, a deed restricted land value of \$58.00 per square foot is estimated for the subject property. This is within the range of the qualitative analysis at the beginning of this section and viewed supportable.

LAND VALUE CONCLUSION

Based on the previous comparative analysis, the market value of the subject site encumbered by the deed restriction is estimated to be:

$$4,771 \text{ Square Feet} \times \$58.00/\text{Sq. Ft.} = \$276,718$$

Rounded = **\$280,000**

FINAL VALUE CONCLUSION

Based upon the previous analysis, the opinion of As-Is Market Value of the subject's fee simple interest subject to a recorded deed restriction limiting use to municipal purposes only including a public square of the plaza, town hall or jail as of **February 4, 2026**, was **\$280,000**.

ESTIMATED MARKETING AND EXPOSURE TIME³

Marketing time is defined as "an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."

Under current and projected market conditions for the year, the subject should experience a relatively normal to slightly longer marketing period. The commercial land sales demonstrated marketing times from 0 to 106 days. Based on this review and the subject's deed restriction, the marketing period of the subject is estimated to be 12 to 24 months.

³ Source of definitions: *The Dictionary of Real Estate Appraisal*, Fifth Edition, published in 2010 by the Appraisal Institute.

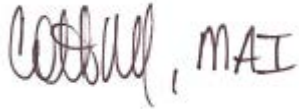
Exposure time is defined as “the time a property remains on the market. It is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.” Based on a review of comparable sales, FlexMLS data, public records, and interviews with real estate brokers and developers, the estimated exposure time for the subject is 12 to 24 months.

CERTIFICATION OF APPRAISAL

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have 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 no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the Continuing Education Program for Designated Members of the Appraisal Institute.

Handwritten signature of Colette Meyer, MAI in black ink.

Colette Meyer, MAI
Oregon State Certified General Appraiser
License No. C000767, expiring 11/30/2027
March 2, 2026

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and conditions:

1. It is assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.
2. It is assumed that all water, sewer facilities and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not a part of the scope of work for this assignment.
3. Unless otherwise stated in this report, the past or current existence of hazardous materials or environmental contamination on, below or near the subject property was not overserved or known by the appraiser. The appraiser, however, is not qualified to detect such substances or to make determinations about their presence. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials or environmental contamination may affect the value of the property. Unless otherwise stated, the value estimated is predicated on the assumption that there is no such material on, below or affecting the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering assistance required to discover them. The intended user is urged to retain an expert in this field, if desired.

Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any other than the client without the previous written consent of the appraiser and then only with proper qualifications.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to valuation conclusions, and the identity of the appraiser.

The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described herein unless prior arrangements have been made.

COLETTE J. MEYER, MAI QUALIFICATIONS

Colette Meyer is a professional commercial real estate appraiser and consultant. She conducts real estate appraisals plus market, economic feasibility, and highest and best use studies. She has been appraising commercial real estate since 1990. She was awarded the State Certified General Appraiser's License from the State of Oregon's Appraiser Certification and Licensure Board on September 16, 2003 (License No. C000767, expiring 11/30/2027).

Ms. Meyer was awarded the MAI designation by the Appraisal Institute on May 2, 2013.

Ms. Meyer earned a Bachelor of Science from the University of Oregon in June 1990. Her major area of study was Finance. Her secondary area of study within the Business School was Real Estate Finance, and her minor was in Geography. She received Dean's List honors. Some additional real estate appraisal courses, seminars and examinations that she has completed are as follows:

Appraisal Institute

- Foundations of Real Estate Appraisal
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Basic Income Capitalization
- Advanced Income Capitalization
- Advanced Sales Comparison and Cost Approaches
- Highest & Best Use and Market Analysis
- Report Writing and Valuation Analysis
- Advanced Applications
- Comprehensive Examination
- Experience Credits
- Demonstration Narrative Appraisal Report
- Condemnation Appraising, Basic and Advanced Principles
- Small Hotel/Motel Valuation
- Apartment Appraisal Concept and Applications
- Subdivision Valuation
- Case Studies in Appraising Green Commercial Buildings

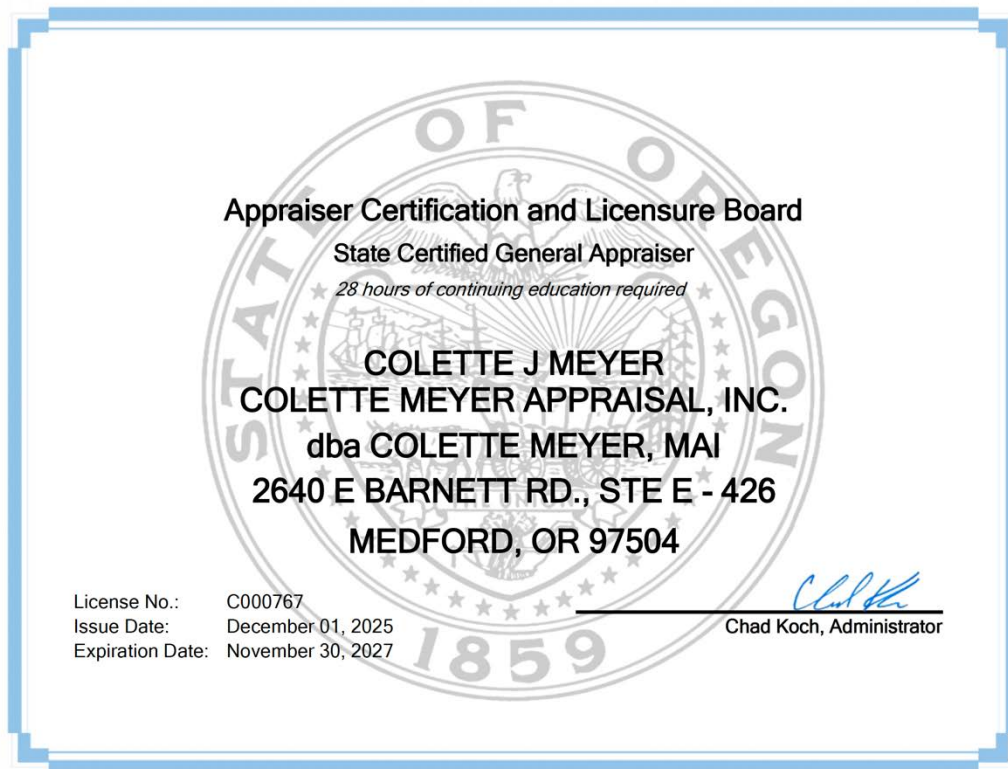
Ms. Meyer's appraisal experience includes a wide variety of commercial, industrial and multi-family properties in southern Oregon and throughout the nation. From 1990 to 1999, she worked as a licensed appraiser and appraiser assistant with Brown, Chudleigh, Schuler, & Associates in Medford, Oregon. From 1999 to 2004, Ms. Meyer served as an independent contractor, assisting and completing valuations with Evan Archerd, MAI of Ashland, Oregon, William Miller, MAI and Steve Graham of Medford, Oregon, and Paul Zacha, MAI of Grants Pass, Oregon. Since 2004, she has served as the sole proprietor of Meyer Appraisal & Consulting, currently doing business as Colette Meyer, MAI. Her appraisal experience includes professional office buildings, regional and community shopping centers, restaurants, subdivision analysis, industrial buildings, service stations, and apartment complexes. Ms. Meyer has also conducted

condemnation appraisals of both partial and complete takings. Her appraisal experience includes the following properties:

- Rogue Valley Mall, Medford, Oregon
- Pioneer Place Retail Center and Pioneer Place Office Tower, Portland, Oregon
- Kruse Way Office Buildings, Lake Oswego, Oregon
- One Maritime Plaza Office Tower, San Francisco, California
- Flex Industrial Buildings, San Jose, California
- TIAA Apartment Complex Portfolio, Los Angeles, California
- Low Income Housing Tax Credit (LIHTC) Apartment Portfolio, Nationwide

Clients include Evergreen Federal Bank, People's Bank of Commerce, Washington Federal Bank, Key Bank, Banner Bank, Evolve Bank, Oregon Pacific Bank, U.S. Bank, City of Medford Urban Renewal Agency, City of Phoenix Urban Renewal Agency, City of Central Point, City of Grants Pass, Rogue Valley Transit District, attorneys and private individuals.

Ms. Meyer is also active in community service. She has previously served as a mentor with the HATS (Help a Teen Succeed) program of Rogue Valley Youth for Christ, a resident visitor with Three Fountains Nursing Home, and a STARS mentor with the State of Oregon Department of Human Services. She currently serves on the board of directors for Southern Oregon Humane Society.



ADDENDA

1884-02 11-34
Certified Copy of Deed

Vol. 11, Page 481.
Jackson County Records

JOHN R. HELMAN and wife

To
THE CITY OF ASHLAND.

1884-02

DEED from John R. Helman & wife to the corporation of the Town of Ashland.

THIS INDENTURE Made the 20th, day of August A.D. 1884, between J.R. Helman and Mary Helman his wife the parties of the first part therein and the corporation of the Town of Ashland, Jackson County, Oregon the party of the second part therein, WITNESSETH: Whereas the parties of the first part are desirous that the following described premises shall be and remain the property of the people of the Town of Ashland to be enjoyed and used in common by the people of said town as a public Square of Plaza and also for the erection of a Town Hall and Jail therein, now this Indenture witnesseth: That the said parties of the first part, for the purpose of carrying out and securing the objects aforesaid and in consideration of the sum of One dollar to them paid, doth by these presents bargain, sell, convey and quit claim unto the corporation of the Town of Ashland, Jackson County, Oregon, the following described land (provided that the said following described land be used by the said corporation of the Town of Ashland, for the purposes aforesaid, and in case of the perversion of the land herein described from the purposes aforesaid by said corporation of said Town of Ashland, or by any person or persons claiming under them it is hereby expressly stipulated that the land hereinafter described shall revert to and again become vested in the parties of the first part, as though these presents had never been made,) to-wit: All that piece or parcel of land situated in the Town of Ashland, Jackson County, State of Oregon, and known on the official maps of said Town as the Plaza and bounded by Blocks One, Two and three, and the Ashland Flouring Mill bt. To Have and to hold the said premises upon the conditions aforesaid, with the appurtenances unto the said corporation of the Town of Ashland, forever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 20th day of August, A.D. 1884.

Done in presence of;
E. J. Farlow
E. DePeatt

John R. Helman (I.S.)
Mary J. Helman (I.S.)
By A.D. Helman (I.S.)
Their attorney in fact.

STATE OF OREGON,)
) : SS.
COUNTY OF JACKSON,)

Before the undersigned, a county Judge in and for said County appeared the within named John R. Helman and Mary J. Helman, his wife, by their attorney in fact the within named John R. Helman and Mary J. Helman, his wife, by their attorney in fact the within named A.D. Helman, to me known to be the individual described in and who execut-

~~THE STATE OF MISSISSIPPI, COUNTY OF HANTS, BEFORE ME, the undersigned authority, on this day personally appeared JOHN R. HELMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.~~

ed the within conveyance for and on behalf of the said John R. Helman and Mary J. Helman, his wife, and acknowledged that he executed the same.

WITNESS my hand this 20th day of August, A.D. 1884.

E. De Peatt

County Judge.

Filed and recorded August 21st, 1884.)
W. H. Parker, County Clerk)
By E. D. Fondray, Deputy.)

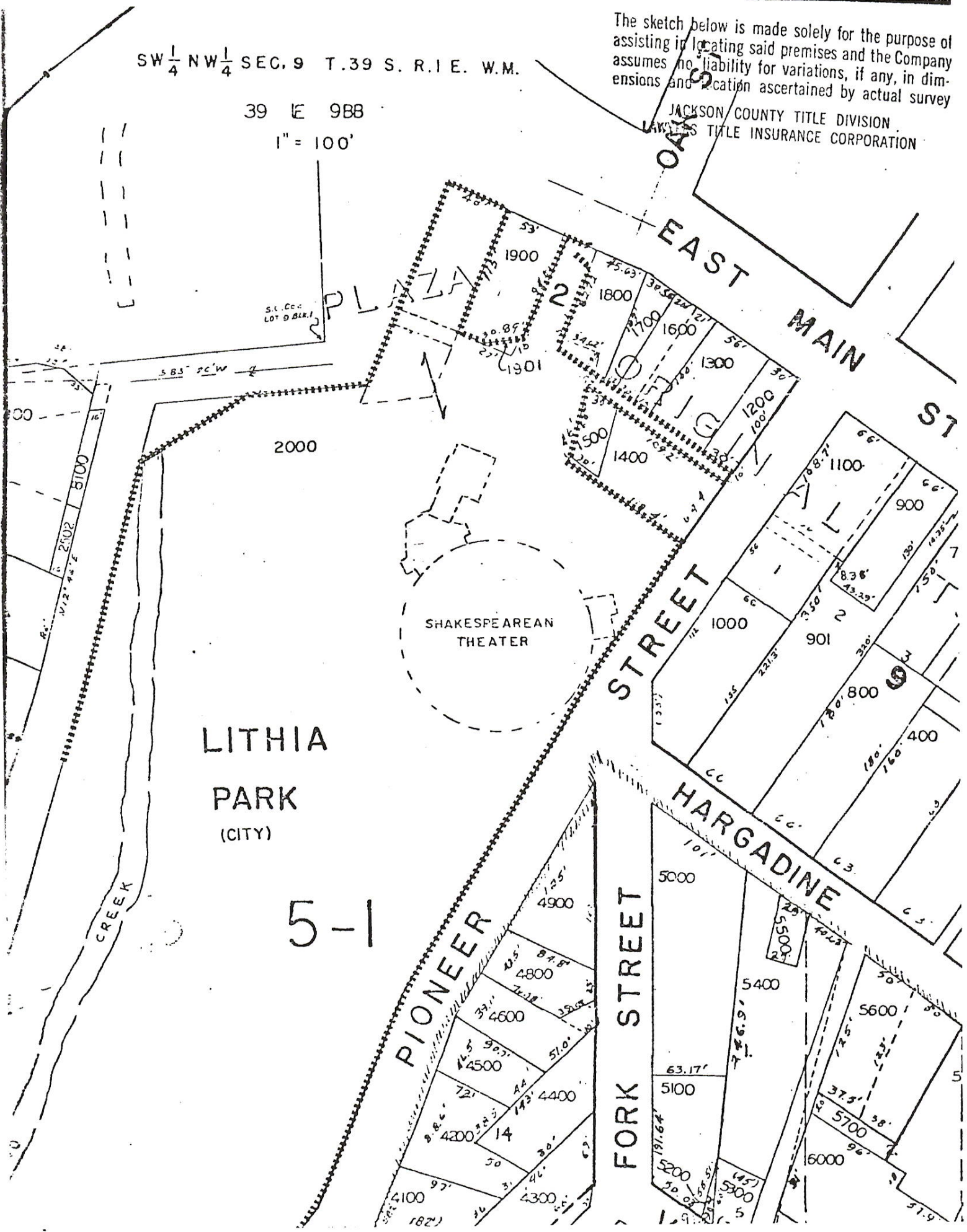
SW 1/4 NW 1/4 SEC. 9 T.39 S. R.1 E. W.M.

39 E 988

1" = 100'

The sketch below is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey

JACKSON COUNTY TITLE DIVISION
LAWYERS TITLE INSURANCE CORPORATION



This Copy of deed, including City Hall, is the best I can do with the handwritten original. Nothing to worry about, as I see it: City Hall appears to have been built on the enlarged portion of the Plaza.

Briggs.

Deed from JOHN R. HELMAN AND WIFE TO THE CORPORATION OF THE TOWN OF ASHLAND:

This Indenture, made this 20th day of August, 1884, between J. R. Helman and Mary Helman, his wife, the Parties of the first part, and the corporation of the Town of Ashland, Jackson County, Oregon, the Party of the Second Part, therein, WITNESSETH:

Whereas the Parties of the First Part are desirous that the following described premises shall be and remain the property of the People of the Town of Ashland to have, and to enjoy, and used in common by the People of said Town as a Public Square or Plaza, and also for the erection of a Town Hall and Jail therein, Now this Indenture Witnesseth:

That the Parties of the First Part for the purpose of carrying out and the securing the objects aforesaid, and in consideration of the sum of One Dollar to them paid, doth by these presents do bargain, sell, convey and quitclaim unto the Corporation of the Town of Ashland, Jackson County, Oregon, the following described ~~premises~~ land, (provided, that the said following described land be used by the said corporation of the Town of Ashland for the purposes aforesaid, and in case of the possession of the land herein described from the purposes aforesaid, by said corporation of said Town of Ashland or by any person or persons claiming under them, it is hereby expressly stipulated that the land hereinafter described shall revert to, and again become vested in the Parties of the First Part as though these presents had never been made, to-wit: all that piece and parcel of land situated in the Town of Ashland, Jackson County, State of Oregon, and known on the official maps of said Town as the PLAZA, and bounded by Blocks ONE, TWO AND THREE and the Flouring Mill Lot. TO HAVE AND TO HOLD the said premises upon the conditions aforesaid, with the appurtenances, unto the said Corporation of the Town of Ashland, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of August, A.D. 1884.

Done in Presence of:

E. J. Farlow
E. Depeatt

JOHN R. HELMAN
MARY J. HELMAN

By A. D. HELMAN,
Their Attorney in Fact.

Acknowledgment before E. DePeatt, County Judge of Jackson County

Filed and recorded in β Volume 11, Page 481 Jackson County Oregon Deed Records.
on August 21st, 1884.

Notice that the deed covers more land than included in the city hall. You may have to dig out some old maps to fully understand this deed.

BILL BRIGGS

11-34



**PUBLIC RECORD REPORT
FOR NEW SUBDIVISION OR LAND PARTITION**

GARY LANEY
TITLE OFFICER
glaney@firstam.com

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

Pacific Crest Surveying
131 Helman St
Ashland, OR 97520
Phone: (408)375-5220
Fax:

Date Prepared : October 31, 2025
Effective Date : 8:00 A.M on October 23, 2025
Order No. : 7169-4314538
Subdivision :

THIS IS NOT a title report since no examination has been made of the title to the above-described property. Our search for apparent encumbrances was limited to our tract Indices and therefore does not include additional matters which might have been disclosed by an examination of the record title, such as pending litigation. The charge for this service will not include supplemental reports, rechecks or other services.

REPORT

- A. The Land referred to in this report is located in the County of Jackson, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof

- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description Map Tax and Account)

All that piece or parcel of land situated in the Town of Ashland, Jackson County, State of Oregon, and known on the official maps of said Town as the Plaza and bounded by Blocks One, Two and Three, and the Ashland Flouring Mill lot.

Map No.: 391E09100

Tax Account No.: 20 East Main Street

EXHIBIT "B"
(Vesting)

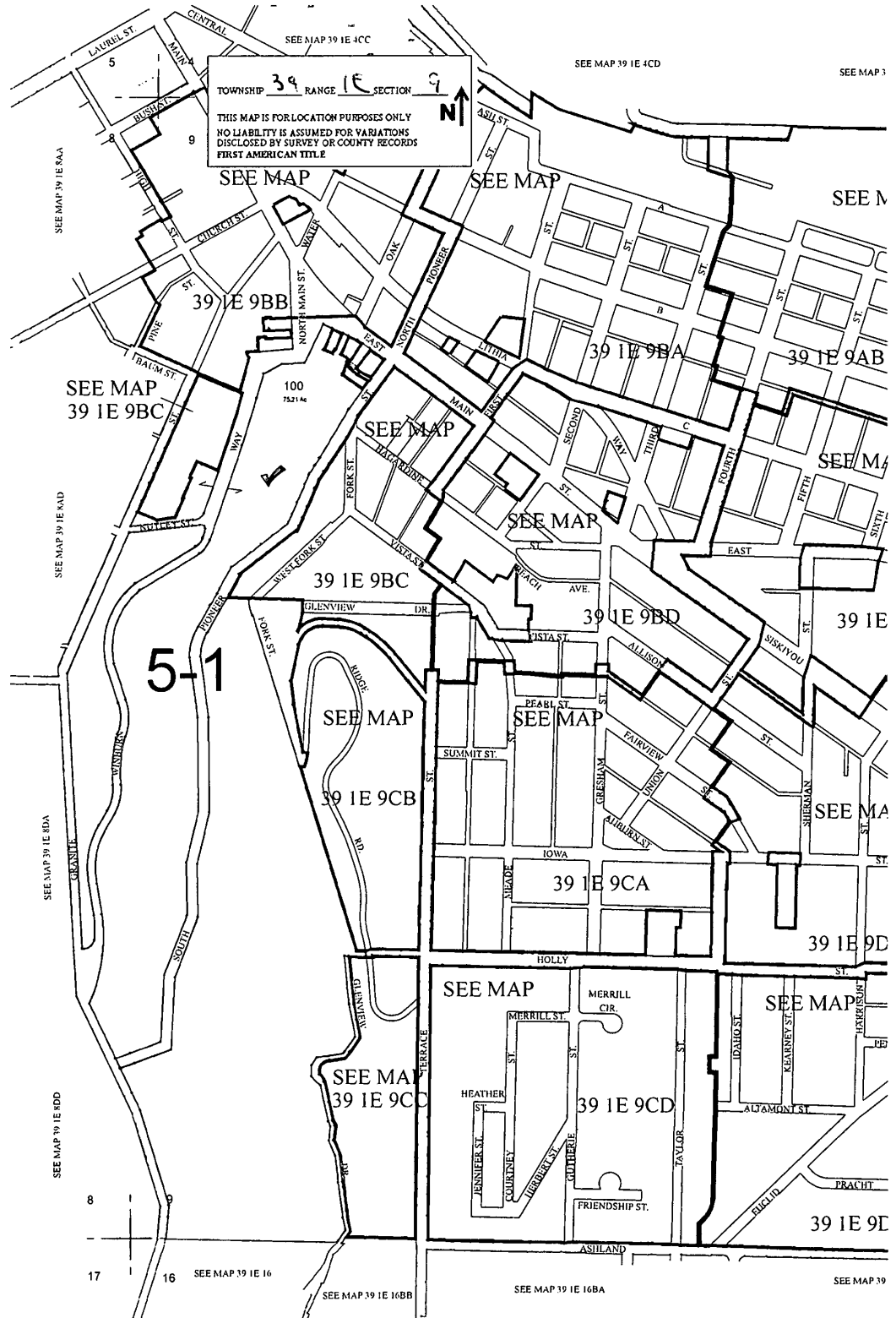
Town of Ashland, Jackson County, Oregon

EXHIBIT "C"
(Liens and Encumbrances)

1. Subject property is under public ownership and is tax exempt. Any change in ownership before delivery of assessment roll may result in tax liability. Account No. [1-006733-2](#).
2. City liens, if any, of the City of Ashland.
3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
4. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: August 28, 1884 as [Volume 11, Page 492](#)
To: Hargadine and Walker ditches, and the Ashland Woolen Mills
flume
For: right of way
5. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: December 30, 1889 as [Volume 30, Page 224](#) and February 14,
1884 as [Volume 11, Page 157](#)
For: right of way for flume
6. Easement and right of way recorded July 10, 1957 as [Volume 444, Page 42](#)
7. Grant of Easement for Elevator and Elevator Lease, including terms and provisions thereof.
Recorded: September 19, 2014, Document No. [2014-024803](#) (Specific
location not given)
8. Unrecorded leases or periodic tenancies, if any.

TAXATION ONLY

JACKSON COUNTY
1" = 400'



DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
 - (a) "Customer": The person or persons named or shown as the addressee of this report.
 - (b) "Effective Date": The effective date stated in this report.
 - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
 - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.

2. **Liability of the Company.**
 - (a) THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.
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 - (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
 - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
 - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
 - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.

3. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.



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Cost-to-Cure & 5-Year Capital Plan

20 E Main Street, Ashland, OR

Prepared in accordance with ASTM E2018-15 (Order-of-Magnitude Estimates)

Cost-to-Cure Assumptions & Methodology

The following cost-to-cure estimates represent order-of-magnitude budget ranges prepared for planning purposes only. Costs are based on visual observations, system age, observed deficiencies, and regional construction averages. No destructive testing, contractor bids, or engineering calculations were performed. Actual costs may vary.

Immediate / Near-Term Cost-to-Cure (0–12 Months)

System	Description	Estimated Cost Range
Roofing	Replace aged TPO roofing system, flashing, parapets, penetrations	\$180,000 – \$260,000
Structural	Reinforce split attic rafter	\$6,000 – \$12,000
HVAC	Aged R-22 RTUs, refrigerant lines, filters	\$8,000 – \$15,000
Electrical	Correct exposed attic terminations	\$3,000 – \$7,000
Electrical	Address active knob-and-tube wiring	\$15,000 – \$30,000
Pest Control	Seal attic penetrations, rodent exclusion	\$2,500 – \$5,000
Elevator	Repair emergency phone system	\$3,000 – \$6,000
Life Safety	Install missing exit signage	\$2,000 – \$4,000
Masonry	Localized mortar repointing	\$10,000 – \$20,000

Immediate Estimated Exposure: \$229,500 – \$359,000

Short-Term Capital Plan (Years 1–3)

System	Description	Estimated Cost Range
HVAC	Replace aged R-22 rooftop units	\$120,000 – \$180,000
Plumbing	Replace aged domestic water heater	\$6,000 – \$10,000
Exterior	Repair parapet, cornice, window trim	\$25,000 – \$45,000
Drainage	Downspout and attachment repairs	\$6,000 – \$12,000
Interior	Moisture-damaged finishes	\$10,000 – \$20,000

Years 1–3 Estimated Exposure: \$167,000 – \$267,000

Long-Term Capital Plan (Years 4–5)

System	Description	Estimated Cost Range
Structural	Seismic strengthening allowances	\$300,000 – \$600,000
Electrical	Panel and distribution upgrades	\$40,000 – \$80,000
Exterior	Façade crack repair and maintenance	\$20,000 – \$40,000

Total 5-Year Estimated Capital Exposure: \$756,500 – \$1,346,000

To: Council

From: Mayor Graham

Re: A hybrid option for housing city operations and civic leadership

As we have navigated recent discussions regarding how best to address deferred maintenance across the city's facilities while setting the city up for more efficient operations in the future, a few things have become quite clear.

First, this is a very important set of decisions because they will chart our course for decades in terms of how the City of Ashland delivers services to residents in ways that support our local businesses. Significant investments are needed to address health, safety, and efficiency issues across our physical structures and decisions are underway regarding surplus properties.

Second, there is a general understanding of the efficiencies and operational synergies that will result from having a consolidated campus for operations that puts our city departments in the same physical location rather than keeping them housed in various locations around town as they are now.

Third, despite the community not authorizing a bond to repair City Hall at the start of the pandemic in 2020, there is a deep-seated love for our current City Hall and a desire to have it remain our civic anchor in the downtown area. We are seeing this desire to retain City Hall in messages to the Council and testimony at business meetings. I am relieved to see this affection for City Hall as I share that affection and believe that having a strong civic presence downtown is key to how it feels to be in the heart of Ashland for residents and visitors alike – and key to the future economic vibrancy of our community.

Currently, the City Hall Options survey on the City website offers residents three choices:

1. **A consolidated campus outside of the downtown core.** This necessitates divesting of City Hall and the Community Development building downtown. Efficiency will be improved, but there will no longer be a civic anchor downtown.
2. **Rebuild and consolidate as much as possible at the current city hall location.** Efficiency will be somewhat improved, but there is not enough room at City Hall to bring all of the departments together that need to be together for optimal efficiency.

3. **Carry on as we are with operations housed in various places around the city.** This will involve repairing existing buildings in their current configuration. It does little to improve operational efficiency, but is likely the lowest cost alternative in the short run. However, inefficiency is often very expensive when considered over the long-term.

Discussions had at council meetings and interesting ideas put forward by constituents have surfaced a fourth option that bears consideration by the Council and community:

To develop the consolidated campus outside the downtown core and remodel City Hall in its current location to house and support our civic leadership, strengthen our sense of place, and support our local businesses.

In this option, City Hall could house a variety of elements, but here is one possibility:

Ground Floor:

- Displays of Ashland's history and present endeavors, including for example, the history of our town and Lithia Park, our sister city relationships, and historical artifacts from our early water treatment facility. Through these displays, we could honor the Indigenous first inhabitants of our area and those who have contributed significantly to our community through their good deeds and donations of land (including the Helmans on whose property donation City Hall currently sits.)
- Visitor information through a potential collaboration with the Chamber of Commerce, which would have volunteers staff the lower floor where the historical displays and travel information would be located. This would allow the first floor to be open to the public on a daily basis.
- First Friday art shows featuring work from local amateur artists, such as ASD and SOU students, elders, and other groups.
- Other activities that support community

Second Floor:

- Mayor and city council offices

- Downtown police and park cadet officers
- Meeting space for city advisory committees
- Other options?

Third Floor (optional):

- A large reception hall looking out over the plaza that supports indoor weddings, receptions, and community gatherings larger than what can be accommodated at Pioneer Hall and the Community Center. With the Storytown Ashland theme taking shape, what better way to bring people to Ashland than to celebrate the love stories of family and friends with weddings in the park (or indoor facility), restaurants to cater receptions and host rehearsal dinners, and shops, theater, art, music, and outdoor fun for wedding attendees?

The above idea is just one thought about how we might leverage the building to draw more visitors year-round and provide an ongoing revenue stream to maintain City Hall once it is renovated or rebuilt. Other ideas to support our local businesses?

Additional Considerations

While this option is more expensive in the short run, it involves some elements, such as restoring a historic building, developing and housing historical displays, and economic development activities, that could allow us to access grant funding not otherwise available for a City Hall renovation.

No matter what option we choose, addressing our facilities is a multi-year, staged process that likely involves staff consolidating as opportunities arise with other large buildings in town. Consolidating where possible as we move through the phases helps us advance efficiency efforts while still pursuing the longer-term plan in stages as the community is ready to take each next step.

If this idea appeals to you, please consider including it in the options Council directs staff to continue to investigate and engage our residents about - even though it is not an option in the current survey.

APPRAISAL OF:

**B Street Yard
Ashland, Oregon**

**Prepared For:
City of Ashland**

**Report Date:
March 15, 2021**

**Date of Value:
March 8, 2021**



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Addenda

- Subject Photographs
- Engagement Letter

Qualifications



CASCADE CHARTER COMPANY, LLC
REAL ESTATE APPRAISALS - CONSULTING

LAWRENCE E. BROWN, MAI CRE (1942 - 1990)
GREGORY S. SCHULER
DAVID M. MATLOCK
MARGARET NELSON-QUIN
BROOKE LEVISON
DEB CHRISTOPHERSON

March 15, 2021

Scott Fleury
Public Works Director
City of Ashland
20 East Main Street
Ashland, Oregon 97520

Reference: Appraisal of the B Street Yard property located at the northwest corner of B Street and North Mountain Avenue in Ashland, Oregon. Our File No. 4799.

Dear Mr. Fleury:

In response to your request, we have personally examined and appraised the B Street Yard property located at the northwest corner of B Street and North Mountain Avenue in Ashland, Oregon. The purpose of this appraisal report is to set forth our opinion relative to the "as is" market value of the **fee simple interest** in the subject property. As requested by the client, an opinion as to the **hypothetical** market value of the subject land assuming the underlying zoning is changed to Residential (R-3) District is also provided. It is our understanding the appraisal report will be utilized by authorized representatives of the City of Ashland for internal decision making purposes. No other purpose, use, or users of this appraisal report are authorized or intended.

This appraisal report is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP); the Financial Institution's Reform, Recovery, and Enforcement Act of 1989 (FIRREA); and Chapter 12 Code of Federal Regulation Part 34 (12CFR34) of the Office of the Comptroller of the Currency titled, "Real Estate Appraisals." This report is also prepared within the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Interagency Appraisal and Evaluation Guidelines (effective December 10, 2010). This appraisal assignment is not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.

Hypothetical Condition

The subject property is comprised of five tax lots which total 2.40 acres of land zoned Employment (E-1) District and includes two industrial structures totaling 4,618 square feet. At the request of the client, an additional **hypothetical** market value is provided subject to the **hypothetical condition** assuming the underlying zoning at the subject is changed to Residential (R-3) District.

Reference is made to the **extraordinary assumptions** presented within this report. If any of the extraordinary assumptions as stated herein are ultimately found to be false, the value opinions as specified in this appraisal report could be impacted.

Based upon the studies and examinations made, the opinions are formed subject to the limiting conditions and assumptions stated herein, that market values of the **fee simple interest** in the subject based upon economic and market conditions as existing on March 8, 2021 are as follows:

"As Is" Market Value (March 8, 2021)

ONE MILLION NINE HUNDRED THIRTY THOUSAND DOLLARS

\$1,930,000

Hypothetical Market Value (March 8, 2021)

- Assuming a Zoning Change to Residential (R-3) District

TWO MILLION FORTY THOUSAND DOLLARS

\$2,040,000

The opinions of market value stated herein pertain solely to the real property and do not include the value of operational personal property such as furniture, fixtures, and equipment (FF&E) or intangible items such as business value.

The following is a real property appraisal report which summarizes the property description, market data, and value analyses which form the primary basis for the opinions of market value as stated in this report.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2021



DAVID M. MATLOCK
Oregon State Certified General Appraiser
License No. C001357
Expiration Date: February 28, 2022

PURPOSE OF APPRAISAL

The purpose of this appraisal is to set forth our opinions relative to the market values of the **fee simple interest** in the B Street Yard property located at the northwest corner of B Street and North Mountain Avenue in Ashland, Oregon.

CLIENT/INTENDED USE/USERS OF THE APPRAISAL

The client of this appraisal assignment is City of Ashland. It is our understanding that the intended use of this appraisal is for internal decision making purposes. The intended users of this appraisal document are representatives of the City of Ashland. No other purpose, use, or users of the appraisal report are authorized or intended.

DATE OF VALUE

The opinions of "as is" market value and hypothetical market value expressed in this report are stated effective as of March 8, 2021 assuming economic and market conditions as existing on that date.

DATE OF INSPECTION

The subject property was physically inspected on March 8, 2021.

PROPERTY RIGHTS APPRAISED

The property rights appraised herein pertain to the **fee simple interest** in the real property which represents the subject of this appraisal.

DEFINITIONS

Fee Simple Interest

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

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015.

Hypothetical Condition

"1. A condition that is presumed to be true when it is known to be false (SVP)

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

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

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2016-2017 Edition.

Extraordinary Assumption

"An assumption, directly related to a specific assignment, as of the effective date of the appraisal results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2016-2017 Edition.

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 and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

Source: 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994. USPAP 2016-2017 Advisory Opinion 22, Lines 58-70.

SCOPE OF APPRAISAL

The scope of this appraisal has the primary function of researching pertinent market information and developing an opinion relative to the “as is” market value of the **fee simple Interest** in the subject property. As requested by the client, an opinion as to the **hypothetical** market value of the subject land assuming the underlying zoning is changed to Residential (R-3) District is also provided.

The appraisal service as detailed in this report is performed in such a manner that the results of the analyses, opinions, or conclusions formulated are that of a disinterested third party. In order to formulate an opinion of market value for the subject the sales comparison approach or land value by comparison is utilized in this appraisal. The scope of the process involved in the research, analysis, and presentation of the appraisal conclusions is inclusive of the following:

1. Discussions in order to accurately identify the nature and objective of the assignment;
2. A preliminary study is conducted in order to determine what information is required and the sources of the information; i.e., development consultants, title companies, real estate agencies, planning representatives, etc.;
3. General information relating to the subject region and specific information relating to the immediate subject area and the property itself is then assembled;
4. An analysis of demographic and economic trends in the subject region is conducted;
5. Based on the market information reviewed, determinations are made in regard to the highest and best use of the property;
6. Information is assembled pertaining to market data for use in the valuation approach prepared for the subject. The sources of the market data primarily include the following:
 - Real estate databases
 - County records
 - Representatives of local real estate agencies
 - Real estate appraisers
 - Property managers and ownership representatives

7. Unless stated otherwise, the market data presented in this report have been verified with a buyer, seller, agent, or other representatives knowledgeable of the transactions;
8. The subject property and the market data are reviewed with pertinent differences noted. In addition, the neighborhood boundaries of the subject are defined and the land use characteristics of the market area identified;
9. Summary information pertaining to the market data is presented in this report. The usefulness and applicability of the data collected are reviewed with comparisons applied where appropriate in relation to the subject property;
10. The results of the valuation approach utilized are thoroughly examined and a reconciliation or correlation of final value concluded;
11. An appraisal is presented with supporting information categorized and placed into the appraisal work file;
12. The competency of the appraisers in terms of providing reasonable and supportable conclusions of value is based upon experience in valuing properties having utility similar to the subject. This experience includes the appraisal of property types similar to the subject which are located within the local and regional market area which encompasses the subject community.

LEGAL DESCRIPTION

The complete narrative metes and bounds legal description identifying the subject property was not available for our review. The property can be identified on Jackson County assessment records as Township 39, Range 1 East, Section 09AA, Tax Lots 1900, 2100, 2500, 2600, and 2700.

PROPERTY OWNERSHIP AND HISTORY

Fee title to the subject property is presently vested with the City of Ashland. To our knowledge, there have been no other listings or market transfers of the property within the three year period prior to the effective date of this appraisal.

EXPOSURE AND MARKETING TIME

Exposure time may be defined as follows:

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

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2016-2017 Edition.

Marketing time may be defined as follows:

"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015.

It is noted that exposure time is presumed to precede the achievement of the market value conclusion as stated herein. The overall concept of reasonable exposure noted in the previous Definition of Market Value also assumes an adequate, sufficient, and reasonable effort in marketing.

As an aid in determining a reasonable exposure time and marketing period for the subject property, reference is made to the following Situs RERC investor survey of national marketing periods specified for the most traditional property types.

**Situs RERC Investment Survey
Average Marketing Periods**

<u>Property Type</u>	<u>(Months)</u>
Office – CBD	7.8
Office – Suburban	7.9
Industrial – Warehouse	5.5
Industrial – R & D	7.4
Industrial – Flex	7.5
Retail – Regional Mall	10.3
Retail – Power Center	9.6
Retail – Neighborhood	7.8
Apartment	5.5
Student Housing	7.1
Hotel	9.8
All Types	7.8

Source: Situs RERC, Third Quarter 2020.

The Situs RERC survey indicates that average marketing periods range from 5.5 to 10.3 months. It should be noted that these marketing periods are stated on a national basis and also include properties located in major urban centers. As a result, research through Flex Multiple Listing Service (FMLS) of commercial land sale transactions within the Jackson County market is conducted. The marketing time for the commercial land sold in the direct market area ranged two and 452 days with an average of 177 days, or 5.82 months over the past eight quarter.

In order to provide the **hypothetical** marketing time assuming the subject zoning to be Residential (R-3) District, we have also conducted research of residential land sale transactions within the Ashland area. The marketing time for the residential land sold in the direct market area ranged between two and 1,486 days with an average of 279 days, or 9.17 months over the past eight quarters.

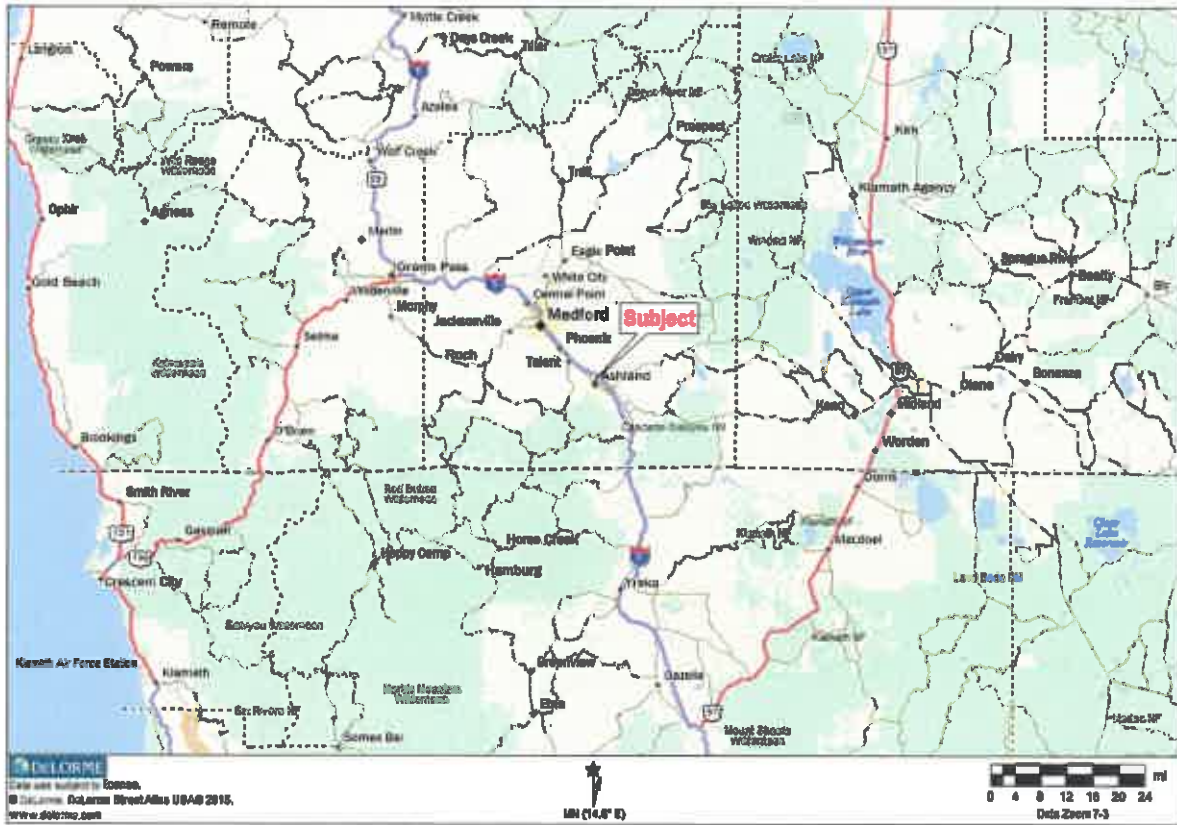
Based upon the nature of the subject property and the types of investors or end users who would likely purchase a property such as the subject, an appropriate exposure and marketing period is estimated at six to 12 months. This estimated period is based upon the opinion of market value concluded in this report and represents a reasonable time period for adequate exposure to the open market. In this particular

instance, the projected exposure and marketing period is considered to be the same length of time for the subject. This estimate is representative of market conditions, the nature of the subject property, and the status of the local, regional, and national economy in this analysis. Additionally, this estimated period takes into account the market location of the subject in relation to the national investor survey data reviewed.

We are not able to project how the COVID-19 pandemic will affect the exposure and marketing time for the real estate market. Therefore, the recent national property trends and market sale transactions provide the primary indicators for our marketing and exposure time estimates at this time.

LOCATION ANALYSIS

The subject property is located at the northwest corner of B Street and North Mountain Avenue in Ashland, Oregon. Reference is made to the following map which depicts the location of the subject property relative to the surrounding region. Included in this location analysis are details regarding population, economy, and employment within Jackson County, as well as a description of the immediate surroundings of the subject property.



Ashland and Jackson County

The city of Ashland is located 14 miles north of the Oregon/California state line and 120 miles east of the Pacific Ocean. Ashland is the southernmost city in Jackson County and represents the arts and educational center of southern Oregon and northern California. Reference is made to the map presented on the facing page which identifies Ashland relative to the surrounding region.

Ashland is situated in the foothills of the Siskiyou Mountains at the south end of a large river valley formed by the Rogue River and Bear Creek drainages. The Rogue Valley is surrounded on all sides by mountains including the Cascade and

Siskiyou Ranges and the Umpqua Divide. Distances from Ashland to other notable cities are as follows:

Medford.....	15 miles northwest
Grants Pass	43 miles northwest
Eugene.....	180 miles north
Portland.....	294 miles north
Sacramento.....	292 miles south
San Francisco.....	387 miles south

Population

Population changes in Jackson County have been significant with strong growth occurring. From 1990 through 2020, the population of Jackson County increased by 76,840. Reference is made to the following summary which details population for the larger cities within the county as well as the unincorporated areas.

Historic Population

Year	Ashland	Medford	Central Point	Eagle Point	Unincorp.	Jackson County	Oregon
2020	21,105	83,115	18,755	9,375	N/A	223,240	4,268,055
2019	20,960	81,465	18,365	9,260	70,050	221,290	4,236,400
2018	20,815	80,375	17,895	9,105	70,020	219,200	4,195,300
2017	20,700	79,590	17,700	8,930	69,125	216,900	4,141,100
2016	20,620	78,500	17,585	8,765	67,595	213,765	4,076,350
2015	20,405	77,655	17,485	8,695	66,150	210,975	4,013,845
2010	20,095	74,980	17,185	8,470	62,530	203,340	3,837,625
2005	20,730	70,855	15,571	7,496	59,950	194,515	3,628,700
2000	19,522	63,720	12,493	4,797	63,220	182,200	3,436,750
1990	16,252	47,021	7,512	3,022	59,831	146,400	2,842,321

Source: Population Research Center, Portland State University.

A significant factor influencing population growth in the area is the strong amenity value and livability of the Rogue Valley. During the last two decades, many retirees, semi-retirees, and working people have moved to the Rogue Valley from more

densely populated and congested areas due in large part to quality of life considerations.

Education

The Ashland public school district operates five schools in the area. Approximately 3,000 students attend three elementary, one middle, and one high school. The elementary schools provide an education from kindergarten to fifth grade. Ashland Middle School consists of grades six through eight, with Ashland High School providing educational services for students in grades nine through twelve.

Southern Oregon University is a regional, multi-purpose institution which was founded in 1869. The main campus is located in Ashland, with a branch campus in Medford. The University has a quarterly on-campus enrollment of approximately 5,500 undergraduate and graduate students. The University offers 35 bachelor and nine graduate degree programs in the Schools of Arts and Letters, Business, Science, Social Science, Education, and Health and Physical Education.

Cultural Activities

Located within the downtown plaza area of Ashland is the Oregon Shakespeare Festival (OSF). The Festival was founded in 1935 and is among the oldest and largest professional regional theater companies located in the United States. OSF is known world-wide for the quality of its productions and won a Tony award for outstanding achievement in regional theater and has also been named in Time Magazine as one of America's top five regional theaters. Attendance reaches over 360,000 annually. Overall, OSF contributes over \$113 million annually to the local economy. Approximately 88 percent of the festival audience reportedly travels over 125 miles to attend the performances.

Also located in the downtown area is the Oregon Cabaret Theater (OCT). The Cabaret is housed in an historic Baptist church, and has become a major part of the Ashland cultural scene over the past 18 seasons. Since it opened in 1986, OCT has attracted almost a quarter of a million patrons to the intimate 140-seat theater. The Cabaret now draws regular customers from California and throughout the Pacific Northwest, as well as patrons from as far away as England and Japan.

Other notable cultural activities in the area include the Rogue Valley Symphony, which offers performances in Ashland as well as many other venues throughout the Rogue Valley.

Economy

Jackson County's economic base has historically been tied to five major industries: lumber and wood products, trade and service, government, tourism, and agriculture. Over the past decade, the economy has diversified away from lumber and wood products and grown significantly in terms of retail trade.

Lumber and Wood Products

The lumber and wood products industry has declined as an employment sector over the previous 20 years within Jackson County. Environmental issues, including survival of the Spotted Owl, opposition to cutting of old-growth timber, controversy concerning the appropriate level of sustainable yield from public lands, and expansion of wilderness areas all limited log supply. Previous timber-cutting practices, particularly by private companies, and continued log exports have further reduced supply. Lumber and wood products jobs have decreased due to scarce log supplies. As a result, several major wood products employers have reduced production or permanently closed their operations over the past two decades.

Agriculture

Agriculture remains an important component of the Jackson County economy. The remaining primary fruit packers in the Medford area include Harry and David, Associated Fruit Company, and Naumes of Oregon, Inc. The seasonal nature of agricultural employment has a direct impact in regard to fluctuations in Jackson County unemployment figures. The past expansion of residential development has also affected the local agricultural economy. Many old established orchards in the county have been removed in favor of future residential development. Continuing worldwide competition for the local fruit growers has also emerged.

Another important agricultural component of Jackson County is the wine industry. The moderate mountain valley climate in the area allows for a wide variety of intensely flavored wine grapes to be cultivated. The quality of the region's grapes provides an advantage for many of the local growers in making their own wines as well as finding regional wineries which will purchase the grapes. For example, Hillcrest

Orchards, one of Jackson County's oldest pear producers, replaced 80 acres of pear trees with vineyards. Most recently, the industrial hemp industry is dominating the agricultural market in Jackson County.

Employment

The following table details employment figures for the Medford MSA by category for November 2020 with comparisons to the prior year.

Medford MSA Nonfarm Payroll and Employment

	Nov. 2020	Nov. 2019	Change
Total NonFarm	87,740	91,720	-3,680
Total Private	76,530	79,840	-3,310
Mining/Logging/Construction	5,080	5,310	-230
Manufacturing	7,700	7,980	-280
Trade, Trans. & Utilities	20,810	21,420	-610
Information	1,060	1,170	-110
Financial Activities	4,060	4,140	-80
Professional/Business Services	7,730	8,020	-290
Education/Health Services	18,180	17,810	370
Leisure & Hospitality	9,430	11,190	-1,760
Other	2,480	2,800	-320
Government	11,210	11,880	-670

Source: Oregon Employment Department, December 2020.

Employment Trends

Over the one year period, the only sector to report an increase in employment was the education and health services sector. The remaining sectors reported decreases with the largest decreases in employment reported in the leisure and hospitality and government sectors. These large decreases are due in part to the Covid-19 pandemic. At of this time, it is unknown what effects the Almeda Fire, which took place in September 2020, will have on the employment figures. It has been reported by the State of Oregon Employment Department that approximately 130

businesses were destroyed in the fire, but it is unknown how many people each business employed.

Unemployment

As of November 2020, the unemployment rate in the Medford MSA was 5.4 percent reflecting an increase from the November 2019 rate of 3.1 percent. Over the one-year period, the civilian labor force increased from 105,228 to 103,552 with total employment decreasing by 766. The increase in unemployment and decrease in employment is due in part to the Covid-19 pandemic. The following table summarizes civilian labor force statistics for the Medford MSA.

Medford MSA Employment/Unemployment

	Nov. 2020	Nov. 2019	Change
Civilian Labor Force	105,228	103,552	1,676
Total Employment	99,578	100,344	-766
Total Unemployment	5,650	3,208	2,442
Unemployment Rate	5.4%	3.1%	—

Source: Oregon Employment Department, December 2020.

Conclusions

Over the past two decades, population in the Jackson County area has increased and growth of the retirement sector has added employment opportunities in retail trade and health services. Additionally, a younger population is also finding the region to be an attractive place to raise their families. Based upon a further diversification of the area economy which was previously heavily dependent on the timber industry, future growth is ultimately expected for Jackson County and the entire Rogue Valley area. However, continued improvement in the local, regional, and national economies will be required in order to further stabilize the real estate market and provide the impetus for sustained economic and demographic growth in the future.

Immediate Surroundings

The subject property is located at the northwest corner of B Street and North Mountain Avenue in Ashland, Oregon. A graphic depiction of the immediate area surrounding the subject property follows.



Trend

The overall trend of development within the immediate area is representative of commercial and residential uses. Immediately north of the subject is the Central Bike Path, the Southern Pacific rail line and residential properties further north along both sides of North Mountain Avenue. To the northwest of the subject is vacant commercial development land with a combination of commercial and residential uses further northwest. Immediately west is multi-family development followed by a combination of single-family residential properties and commercial buildings with second floor residential fronting A Street further west of the subject. South and southwest of the subject is primarily older single-family residential properties. The downtown city center of Ashland is located to the far southwest of the subject.

Conclusion

Due to the built out nature of the surroundings and limited new development within the immediate area surrounding the subject, no distinct foreseeable change in the land use characteristics of the surroundings is anticipated.

THE LAND

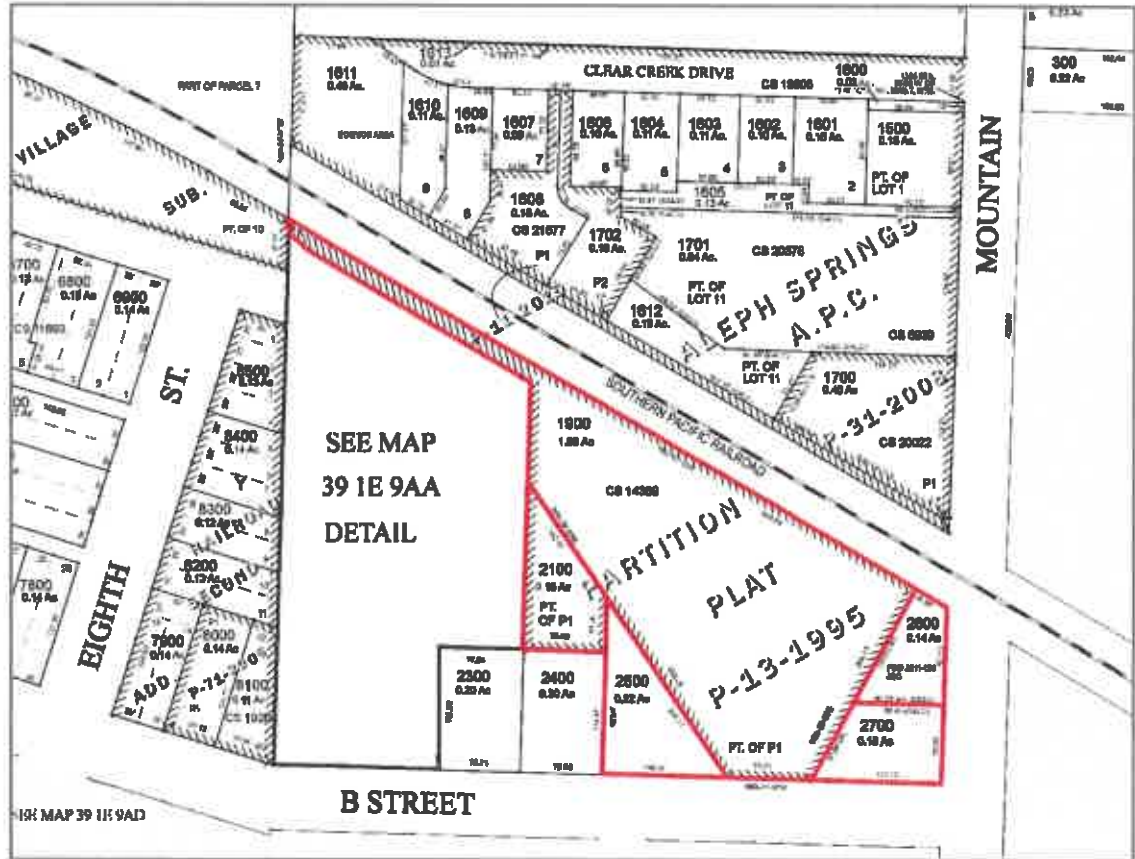
Location

The subject property is located at the northwest corner of B Street and North Mountain Avenue in the city of Ashland, Oregon. The formal property address is as follows:

1097 B Street
Ashland, Oregon 97520

Shape and Size

The subject consists of five contiguous parcels which, when combined, are irregular in shape and total 2.40 acres or 104,544 square feet based upon Jackson County records. Reference is made to the following plat map and aerial for a graphic depiction of the subject site. It should be noted that lines are approximate.





Topography

The land exhibits generally level topography and lies at nearby street grade.

Zoning

“As Is”

The subject property is zoned Employment District (E-1), as administered by the city of Ashland. The Employment District allows for various commercial uses and residential mixed use. For example, if one large single building would be developed, the allowable mix is 65 percent commercial and 35 percent residential on the first level and 100 percent residential on the second level. If multiple buildings are proposed, no more than 50 percent of the lot area after deducting parking for the commercial can be residential use.

Hypothetical Condition

R-3, High Density Multiple-Family Residential District. In R-3, the maximum number of dwelling units is 20 units per acre. The subject could have a maximum of 48 units.

Easements and Encroachments

A preliminary title report was not provided for our review. Upon personal property inspection, no adverse easements or encroachments which could have an adverse impact on the value or utility of the subject property were observed. This appraisal is subject to an **extraordinary assumption** that no adverse easements or encroachments exist at the subject parcels. The identification of such is best determined by qualified individuals and is not within the scope of our expertise as real estate appraisers.

Soils

No soils report was provided for our review. This appraisal is subject to the **extraordinary assumption** that the soil is of sufficient load-bearing capacity to support the existing improvements. This opinion is supported by the historic existence of structures on the subject parcel as well as on nearby properties.

No adverse environmental hazards or contaminants pertaining to solids, liquids, or gases were observed at the property during our personal examination. This appraisal is subject to the **extraordinary assumption** which assumes no toxic waste, groundwater contamination, or environmental problems exist at the property. In the event such problems did exist, the ultimate impact of such conditions could adversely influence the opinions of market values as stated herein. The identification of the absence or existence of any potential environmental problems is best determined by qualified engineers and is not considered to be within the scope of this appraisal assignment.

Flood Zone Rating

A review of the FEMA Map No. 41029C2204F, dated May 3, 2011 indicates the subject property is located within Flood Zone X an area of minimal food hazard. A copy of the FEMA Flood Map follows.

Utilities

According to the property representative, all the usual and necessary public utilities are available and connected to the subject property; however, this was not independently verified by the appraisers.

Conclusion

The subject represents five parcels and when combined are irregular in shape. The subject totals 2.40 acres or 104,544 square feet. The property is zoned E-1, Employment District as administered by the city of Ashland. All necessary utility services are reportedly available and connected to the subject. Additionally, there are no apparent easements or encroachments which could potentially detract from the value or utility of the property. As such, the property appears suitable in terms of accommodating development to its highest and best use.

Improvements

The property is entirely paved with asphalt, has a security fence surround, and includes two industrial buildings.

One Class S, steel-frame, single level industrial building totaling 3,328 square feet, based upon personal measurements. The building has metal siding and roof covering with metal gutters and downspouts. The interior includes concrete slab flooring, exposed vinyl-backed insulated walls and ceiling, and ceiling suspended vapor and fluorescent lighting. The building also includes one restroom and five 14-foot overhead doors with automatic openers.

One Class D, wood-frame, single level industrial building totaling 1,290 square feet, based upon personal measurements. The building has metal siding and roof covering with metal gutters and downspouts. The interior includes concrete slab flooring, a combination of sheet rock and wood panel walls and ceiling, and fluorescent lighting. The building also includes one restroom and three 12-foot overhead doors.

It is our opinion the contributory value of the industrial buildings is the potential interim rental income generated at the property which, to a degree, could offset the cost of carry and future demolition.

HIGHEST AND BEST USE

The highest and best use may be defined as the reasonably probable and legal use of vacant land or an improved property which is physically possible, legally permissible, financially feasible, and results in the highest value. The four criteria examined in determining the highest and best use of the subject property include the following:

1. **Physically Possible** - A use for which the property is physically suitable or adaptable.
2. **Legally Permissible** - A use which is or will be permitted under existing or reasonably obtainable zoning regulations.
3. **Financially Feasible** - A use for which there is an economic, social, and/or market demand.
4. **Maximally Productive** - A use which is compatible with the nature and condition of surrounding land uses.

Conclusion As If Vacant – “As Is” Market Value (E-1 Zoning)

Based on our analysis of the subject property, it is our opinion that service/commercial and residential development represents the highest and best use of the property as vacant. This form of use is consistent with current governmental constraints; the property is regarded as physically suitable in order to accommodate this form of development; and commercial use is compatible with the trend of development in the area.

Conclusion As Improved – “As Is” Market Value (E-1 Zoning)

Based upon our analysis of the highest and best use elements as defined previously, it is our opinion that redevelopment of the subject for service/commercial and residential development represents the highest and best uses of the property as improved. It is our opinion the contributory value of the industrial buildings is the interim rental income generated at the property which, to a degree, could offset the cost of carry and future demolition.

Conclusion As If Vacant – Hypothetical Market Value (R-3 Zoning)

Based on the criteria examined, it is our opinion that multi-family residential development represents the highest and best use of the subject property as if vacant. Specifically, multi-family residential land use is consistent with current governmental constraints; the property is regarded as physically suitable in order to accommodate this form of development; and multi-family residential use is compatible with current zoning and the trend of development in the area. Demand for multi-family residential is high.

As Improved – Hypothetical Market Value (R-3 Zoning)

Based upon our analysis of the highest and best use elements as defined previously, it is our opinion that redevelopment of the subject for multi-family development represents the highest and best use of the property as improved. It is our opinion the contributory value of the industrial buildings is the potential interim rental income generated at the property which, to a degree, could offset the cost of carry and future demolition.

ASSESSED VALUATION AND TAXES

As a result of Oregon Ballot Measures 47 and 50 which limit taxable values and property taxes, real estate taxes in Oregon beginning in 1998 are based on a percentage of the real market value. The ballot measures also limit future tax increases to a maximum level of three percent per year. The subject is located within Jackson County Tax Code Area 5-01 which has a tax millage rate of 16.0170 per thousand taxable dollars.

Following is a summary of the total real market value, derived by the Jackson County Assessor, the actual assessed value, and reported real property taxes at the subject for the current tax year.

Assessed Value and Taxes

Account No.	Tax Lot	Real Market Value	Assessed Value	Taxes
1-006123-1	1900	\$763,900	\$0	\$0
1-006125-5	2100	890	0	0
1-006129-8	2500	3,200	0	0
1-006130-3	2600	61,040	0	0
1-006131-1	2700	<u>84,120</u>	<u>0</u>	<u>0</u>
Total		<u>\$913,150</u>	<u>\$0</u>	<u>\$0</u>

It should be noted the subject property is tax exempt. The real market value is presented for information purposes only and is not considered representative of the opinion of market value as specified in this report.

LAND VALUE BY COMPARISON

The purpose of this appraisal is to establish the opinion of market value attributable to the subject. Therefore, the land value by comparison or sales comparison approach is the most appropriate method by which to determine market land value for the subject. Our analysis consists of two separate valuations of the subject as both a commercial redevelopment site and a multi-family redevelopment site. Therefore, in order to formulate indications of market land values for the subject, a search of public records and field survey is conducted in order to identify commercial land sales for the "as is" market value analysis, and multi-family land sales for the **hypothetical** market value analysis. It should be noted there is a distinct lack of commercial land sales in the Ashland market area. Therefore, we have expanded our search to also include commercial properties in the southern Oregon region. The presentation of market data, discussion, and conclusion of market values for the subject by the sales comparison approach is presented on the following pages.

"As Is" Market Value

**Land Sales Summary
"As Is" Market Value Analysis**

Sale No.	Identification	Zoning	Acre/ Sq. Ft.	Sale Date	Sale Price	
					Total	/Sq. Ft.
1	4245 Table Rock Rd. Tract A Part of 37-2W-01C, 703 Central Point Source: FMLS No. 103009327 Verification: Selling Broker	C-4	3.40/ 148,104	Listing	\$2,962,080 2,665,872 Adj.	\$20.00 18.00 Adj.
2	4245 Table Rock Rd. 37-2W-01C, 700 Central Point Source and Verification: Grantee	C-4	2.03/ 88,427	4/20	1,356,000	15.34
3	Proposed Hotel Site 580 Airport Rd. 37-2W-12A, 1150 Medford Source: Public Record Verification: Deed No. 2020-5602	I-L	1.90/ 82,764	2/20	1,593,207	19.25
4	469 Russell St. Ashland 39-1E-9AA, 2802 Source: FMLS No. 102988376 Verification: Deed No. 2018-16093	E-1	0.43/ 18,731	5/18	495,000 395,000 ⁽¹⁾ Adj.	26.43 21.09 ⁽¹⁾ Adj.
5	120 Clear Creek Dr. Ashland 39-1E-04CD, 3600 Source: FMLS No. 102973513 Verification: Agent	E-1	1.79/ 77,972	5/18	1,550,000	19.88
6	2321 Ashland St. Ashland 39-1E-11CD, 800 Source: CoStar Verification: Grantor	C-1	1.76/ 76,666	12/17	2,225,000	29.02
7	1651 Ashland St. Ashland 39-1E-10, 8700 Source: FMLS No. 102958443 Verification: Agent	C-1	1.60/ 69,696	3/16	1,200,000	17.22
	Average	—	—	—	—	\$19.97
	Subject	E-1	2.40/ 104,544	—	—	—

⁽¹⁾Seller estimates approximately \$100,000 of site improvements already installed.

⁽²⁾Total LLC contribution based upon market value appraisal.

Land Discussion

When comparing the land sales presented to the subject site, the following factors are given particular consideration in the comparison process:

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Location/access
- Physical characteristics
 - Size
 - Topography/off-site improvements
- Zoning

The sales assembled for comparative purposes are analyzed based on the factors noted. A summary of the general characteristics of the sales data is inclusive of the following:

Property Rights Conveyed

With respect to property rights conveyed and financing terms, the sales are similar to the subject and represented the transfer of fee simple interest with terms indicative of cash or cash equivalency.

Financing Terms

The sales are indicative of cash transactions or purchases involving financing at market rates. Subsequent to a review of the available information, financing is not determined to have a significant impact on sale price in the comparison process. Sale No. 1 represents a current listing and as a result, the ultimate financing terms are not yet known.

Conditions of Sale

The conditions of sale element of comparison is intended to consider the impact of any atypical motivation on the part of the buyer or seller with respect to the transactions presented. No atypical conditions of sale are noted among the majority of the data and are deemed similar to the subject with respect to this element of comparison. However, a 10 percent downward quantitative adjustment is applied to

Sale No. 1 which represents a listing rather than a closed sale. Sale No. 6 represents the purchase of the property by the adjacent property owner, the YMCA, for potential future expansion purposes. As a result of the additional motivation to purchase this property, it is our opinion this sale is considered superior in terms of conditions of sale.

Market Conditions

This comparison factor pertains primarily to date of sale considerations which are intended to reflect changes in market conditions which have taken place over time. The sales are examined based upon the direction of change between the sale date of the transactions and the effective date of this appraisal. Specific factors indicative of the market at the time the sales occurred are also reviewed. The majority of the sales are considered indicative of prevailing market trends based upon the sale date relative to the effective date of this valuation. The exception is Sale No. 7, which occurred in early 2016 during a period considered to have inferior market conditions.

Location

The subject land has an interior location outside of the downtown Ashland area within an area primarily dedicated to residential uses. With this in mind, Sale Nos. 4, 5, 6, and 7 are also located in Ashland within areas outside of downtown considered similar to the subject. Sale Nos. 1, 2, and 3 are located within commercial areas of Medford and Central Point. Historically, commercial properties within Medford and Central Point have sold for a lower price per square foot as compared to commercial properties within the Ashland market. However, Sale Nos. 2 and 3 exhibit greater traffic exposure with frontage along major thoroughfares. In our opinion the greater traffic exposure of these two properties, as compared to the subject interior location, off-sets to a degree the benefit of the subjects' Ashland market influence. Therefore, Sale Nos. 2 and 3 are considered relatively similar in terms of location. Sale No. 1 also exhibits high traffic exposure along a major thoroughfare and further benefits from a corner location at a major signalized intersection; therefore Sale No. 1 is considered superior to the subject.

Size

The size range of the data is from 0.43 to 3.40 acres. By comparison, the subject land totals 2.40 acres. Typically, smaller parcels generally command a higher per square foot price than larger sites with all other factors being equal. Therefore, when comparing the size of the subject to the sale properties, Sale Nos. 2

and 3 are considered most similar, with Sale No. 1 considered inferior, and Sale Nos. 4 through 7 considered superior.

Topography/Off-Sites

All the sales have similar topography and off-site improvements to the subject.

Zoning

All of the land transactions exhibit zoning similar to the underlying zoning at the subject. The light industrial zoning in the city of Medford allows many outright commercial uses similar to that which is allowable at the subject.

As an aid in formulating an opinion of market value for the subject, a qualitative analysis is prepared. Reference is made to the following qualitative analysis sales grid.

Qualitative Analysis Summary

Sale No.	1	2	3	4	5	6	7
Property Rights Conveyed	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Financing Terms	---	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Conditions of Sale	---	Sim.	Sim.	Sim.	Sim.	Sup.	Sim.
Market Conditions	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Inf.
Location	Sup.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Physical Characteristics							
Size	Inf.	Sim.	Sim.	Sup.	Sup.	Sup.	Sup.
Topography	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Off-Sites	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Zoning	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.

Based upon the comparisons applied among the sales data and the subject, the following represents our summary of the qualitative analysis which details the range of pricing indicators associated with the market properties in relation to the subject.

Qualitative Analysis Summary

Sale No.	Sale Date	Sale Price/ Sq. Ft.	Indicator
2	4/20	\$15.34	Low
7	3/16	17.22	Medium
1	Listing	18.00 Adj.	Medium
3	2/20	19.25	Medium
5	5/18	19.88	Medium
5	5/18	21.09	High
6	12/17	29.02	High

As indicated, the range of per square foot pricing represented by the data is from \$15.34 to \$29.02 per square foot. The overall average is \$19.97 per square foot. The medium indicators form a tighter range of pricing from \$17.22 to \$19.88 per square foot with an average of \$18.59 per square foot. Therefore, we conclude the land value to range between \$18.00 and \$19.00 per square foot, or say \$18.50 per square foot. The following represents our conclusion pertaining to the value of the subject property.

104,544 Sq. Ft. @ \$18.50/Sq. Ft.

\$1,934,064

Rounded to, \$1,930,000

Hypothetical Market Value

**Multi-Family Land Sales Summary
Hypothetical Market Value Analysis**

Sale No.	Location	Zoning	Area Acres/ Sq. Ft.	Max. No. of Allow. Units	Sale Date	Sale Price	
						Total	/Unit
1	476 Laurel St. Ashland Source & Verification: Grantee	R-1-5	0.75/ 23,670	12	2/19	\$570,000	\$47,500
2	2248-230 Villard St. and 332-368 Engle St. Ashland Source & Verification: Grantor	R-2	3.35/ 145,926	44	12/18	1,288,238	29,278
3	1068 E. Main St. Ashland Source: SOMLS No. 2962947 Verification: Agent	R-3	1.43/ 62,291 Adj. ⁽¹⁾ 1.71/ 74,488	28	1/18	\$800,000 Adj. ⁽²⁾	28,571 Adj. ⁽²⁾
4	188 Garfield St. Ashland Source: SOMLS No. 2979467 Verification: Agent	R-3	0.4878/ 21,250	9	6/17	430,534	47,837
5	960 B St. Ashland Source: SOMLS No. 2971054 Verification: Agent	R-3	0.86/ 37,462	17	2/17	863,000	50,765
6	229 W. Hersey St. Ashland Source: SOMLS No. 2957392 Verification: Deed No. 15-10626	R-3	0.34/ 14,810	11	7/15	399,000	36,273
7	11 B St. and 29 Oak St. Ashland Source: Third Party Appraiser Verification: Deed No. 14-32942, 15-18551, 15-18518	R-2	0.82/ 35,719	11	6/15 and 12/14	1,035,000 Adj. ⁽³⁾	94,091 Adj. ⁽³⁾
Average							\$47,759
Subject		R-3	2.40/ 104,544 Useable	48	---	---	---

⁽¹⁾Land area after lot line adjustment.

⁽²⁾\$1,200,000 sale price adjusted for site improvements totaling \$400,000 at the time of sale.

⁽³⁾\$1,385,000 sale price adjusted for site improvements totaling \$350,000 at the time of sale.

Discussion

The multi-family land sales range from \$28,571 to \$94,091 per unit with an overall average of \$47,759 per unit.

The most recent transaction, Sale No. 1, is a smaller parcel located northwest of the subject within an older developed residential area. This zoning at this property was R-1-5 which allows for lower density development as compared to the R-3 zoning at the subject. However, this parcel was within the Performance Standards Option Overlay (P-Overlay) which allows more flexible design options, particularly those focused on energy efficiency. The buyer of this parcel purchased the property with the knowledge his 12-unit, energy efficient focused, small cottage housing development would be allowable. This property sold for \$47,500 per unit. In our opinion this sale is relatively similar in terms of location and allowable density. However, given the smaller size as compared to the subject, it is our opinion the subject would be slightly below the \$47,500 per unit pricing of Sale No. 1.

Sale No. 2 is the largest of the market data surveyed at 3.35 acres in size and is located in the distance to the southeast of the subject. Given the large size and inferior location as compared to the subject, it is our opinion the subject would be above the \$29,278 per unit pricing of this sale.

Sale No. 3 is a two parcel property located a short distance south of North Mountain Avenue. The sale included a 1906 craftsman style single-family house and surrounding development land. According to the selling agent, at the time of closing, the buyer had an approved lot line adjustment which involves minimizing the single-family lot to a 0.27 acre parcel leaving a 1.43 acre parcel for development. Additionally, the selling agent estimated \$400,000 allocated to the single-family house. In our opinion, this sale is less reliable given the complexity of the transaction. In addition, it was in escrow for approximately one year, or since February 2017.

Sale No. 4 is located southeast of the subject and represents a similar R-3 zoned parcel which sold in June 2017. According to the selling agent, the property is the land area created as a result of a recent land partition which separated the development land from existing improvements. The owner had purchased the original larger parcel in 2016. According to the selling agent, the sale of the development land in 2017 was non-arm's length and in his opinion slightly above market value. As a

result, it is our opinion, the subject would be below the \$47,837 per unit pricing of Sale No. 4.

Sale No. 5 is located nearest to the subject a short distance west along B Street. The parcel included a single rental unit; however, according to the selling agent the property was sold for land value only. This sale occurred in February 2017 for \$50,765 per unit. This property is slightly superior to the subject given the smaller size and location not backing up to the railroad.

Sale No. 6 represents a vacant property with similar R-3 zoning located along West Hersey Street in the northwest Ashland area. This property sold in July 2015 for \$36,273 per unit. This period of time was during the upswing of the multi-family market. As a result, this sale is considered to have slightly inferior market conditions.

Sale No. 7 is the highest sale at \$94,091 per unit. This sale is a smaller parcel as compared to the subject and exhibits a superior location closer in proximity to downtown Ashland. Additionally, this sale is zoned R-2, which has a lower allowable density as compared to the R-3 zoning. Given the fewer allowable units per acre within the R-2 zoning, it is logical the price per unit would be higher than a similar R-3 zoned parcel. In light of these factors, it is our opinion the subject would be appropriately valued below the pricing of Sale No. 7.

Conclusion

The following represents the summary of the qualitative analysis which details the range of pricing indicators associated with the sale properties in relation to the subject.

Qualitative Analysis Summary

Sale No.	Sale Date	Sale Price /Unit	Indicator
3	1/18	\$28,571	Low
2	12/18	29,278	Low
6	7/15	36,273	Medium
1	2/19	47,500	Medium
4	6/17	47,837	Medium
5	2/17	50,765	High
7	12/14 & 6/15	94,091	High

As indicated by the qualitative analysis summary, the sale properties are representative of low, medium, and high pricing indicators. The sales data range from \$28,571 to \$94,091 per unit with an average of \$47,759 per unit. Excluding Sale Nos. 2 and 7, which are representative of R-2 zoned properties, the average of the remaining sales is \$42,189 per unit. When examining the medium indicators, a tighter range of pricing from \$36,273 to \$47,837 per unit is indicated. The average among the medium indicators equates to \$43,870 per unit. The most recent sales are Sale Nos. 1 through 3 which sold in the range of \$28,571 to \$47,500 per unit. The average of these three sales is \$35,116 per unit.

Based upon our research, there is very limited R-3 zoned land available for development in the city of Ashland. Although appraisal principles typically dictate that a high number of units would sell for less per unit than a site with fewer units with everything else being equal, in the case of Ashland market that principle may not hold true. With the shortage of R-3 land, having an opportunity to develop 48 units, even in phases, in the city of Ashland may bring a premium in pricing. Therefore, we conclude the market value of the subject property on the basis of achievable price per unit for the subject would range between \$40,000 to \$45,000 per unit, or say \$42,500 per unit. This yields the following conclusion of market value for the subject.

48 Units @ \$42,500/Unit

\$2,040,000

VALUATION

Based upon the studies and examinations made, the opinions are formed subject to the limiting conditions and assumptions stated herein, that market values of the **fee simple interest** in the subject based upon economic and market conditions as existing on March 8, 2021 are as follows:

"As Is" Market Value (March 8, 2021)

ONE MILLION NINE HUNDRED THIRTY THOUSAND DOLLARS

\$1,930,000

Hypothetical Market Value (March 8, 2021)

- Assuming a Zoning Change to Residential (R-3) District

TWO MILLION FORTY THOUSAND DOLLARS

\$2,040,000

The opinions of market value stated herein pertain solely to the real property and do not include the value of operational personal property such as furniture, fixtures, and equipment (FF&E) or intangible items such as business value.

ASSUMPTIONS AND LIMITING CONDITIONS

This report is made expressly subject to the following assumptions and limiting conditions:

1. No responsibility is assumed by the appraisers for matters which are legal in nature.
2. No opinion of title is rendered, and the property is appraised as though free of all encumbrances and the title marketable.
3. The appraisal covers the property described only, and the legal description is assumed to be correct.
4. No survey of the boundaries of the property has been made. All areas and dimensions furnished to the appraisers are assumed to be correct.
5. Information concerning market and operating data, as well as data pertaining to the property appraised, was obtained from others and/or based on observation. This information has been verified and checked, where feasible, and is used in this appraisal only if it is believed to be reasonably accurate and correct. However, such information is not guaranteed, and no liability is assumed resulting from possible inaccuracies or errors regarding such information or estimates.
6. The data contained herein comprises the pertinent data considered necessary to support the value estimates. We have not knowingly withheld any pertinent facts, but we do not guarantee that we have knowledge of all factors which might influence the value of the subject property. Due to rapid changes in the external factors, the value estimates are considered reliable only as of the effective date of the appraisal.
7. The appraisers assume there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering required to discover such factors. It is assumed no soil contamination exists as a result of chemical drainage or leakage in connection with any production operations on or near the property. In addition, the existence (if any) of potentially hazardous materials, such as asbestos, used in the construction or maintenance of the improvements or disposed of on-site, has not been considered. The

undersigned appraisers acknowledge they are not qualified to render an opinion with regard to the presence of toxic materials, and recommend an environmental scientist be retained to determine the exact status of the property. No environmental impact studies were requested nor performed with regard to this appraisal, and the appraisers hereby reserve the right to alter, amend, revise, or rescind any portion of the value or opinions expressed herein based on any subsequent data discovered which could significantly impact the market value of the property.

8. The distribution of total valuation estimate in this report between land and improvements (if any) applies only under the existing or reported program of utilization. The separate valuation for land and improvements (if present) must not be used in conjunction with any other appraisal and is invalid if so used.
9. The assumption has been made that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
10. The property is appraised as though operated under competent and responsible ownership and management.
11. Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell for such amounts. It assumes there is full compliance with all applicable federal, state, local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless nonconformity has been stated, defined, and considered in the appraisal report.
13. The appraisers are not required to give testimony or to be in attendance in court or before other legal authority by reason of this appraisal without prior agreement and arrangement between the Client and appraisers.
14. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or RM designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, prospectus for securities, or any other public means of communication without prior written consent and approval of the appraisers.
16. The appraisers assume no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.
17. The liability of the appraisers' company, its owner and staff, is limited to the Client only. There is no accountability, obligation, or liability to any third party. The appraisers are in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally.
18. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA in estimating the value of the property has not been considered.

CERTIFICATION

The undersigned appraisers certify that they have personally analyzed the B Street Yard property located at the northwest corner of B Street and North Mountain Avenue in Ashland, Oregon; and to the best of their knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal unbiased professional analyses, opinions, and conclusions.
3. We have no past, present, or prospective direct or indirect interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a required minimum valuation, a specific valuation, or the approval of a loan.
7. We are competent to appraise the property that is the subject of this report based on our previous experience appraising similar type properties.
8. The reported analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the effective date of this report, Gregory S. Schuler and David M. Matlock have completed the certification requirement with respect to continuing education for certified general appraisers within the State of Oregon. As of the date of this

report, Gregory S. Schuler has completed the continuing education program for Practicing Affiliates of the Appraisal Institute.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. Gregory S. Schuler and David M. Matlock find the content and conclusions of the appraisal and the report were prepared in accordance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute. Gregory S. Schuler and David M. Matlock have made a personal interior and exterior inspection of the subject property and exterior inspections of the market properties.
13. No one provided significant appraisal or appraisal review assistance to the person(s) signing this certification.
14. The appraisers have performed services, as appraisers, but not 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. The date of the previous appraisal was January 24, 2018.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2021



DAVID M. MATLOCK
Oregon State Certified General Appraiser
License No. C001357
Expiration Date: February 28, 2022

ADDENDA

Subject Photographs



View west of B Street with the subject on the right



View east of B Street with the subject on the left



View north of North Mountain Avenue with the subject on the left



View south of North Mountain Avenue with the subject on the right



View of the main B Street entrance to the subject



View of the access gate from North Mountain Avenue



View of the bike path on the north side of the subject



View of the railroad tracks on the north side of the subject, north of the bike path



Southwesterly front and side elevation of the larger building



Northeasterly rear and side elevation of the larger building



Easterly

Views of the interior of the larger building

Westerly





Northwesterly front and side elevation of the smaller building



Southeasterly rear and side elevation of the smaller building



Interior views of the smaller building





Views across the subject yard





Views across the subject yard





Views across the subject yard



Engagement Letter

PERSONAL SERVICES AGREEMENT (LESS THAN \$25,000.00)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-4006</p>	<p>PROVIDER: Cascade Charter Company, LLC PROVIDER'S CONTACT: Gregory Schuler ADDRESS: 2800 Biddle Road Medford, Oregon 97504 PHONE: (541) 776-7530</p>
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This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") AND Cascade Charter Company, LLC. (a foreign business corporation) ("hereinafter "Provider"), for appraisal of City owned properties (B Street).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than April 3, 2021.
- 2. Scope of Work:** Consultant will provide appraisal of City owned properties as more fully set forth in the Consultant's Proposal dated November 30, 2020, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
6. **Compensation:** City shall pay Consultant the sum of \$3,950.00 (three thousand nine-hundred fifty dollars) as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of \$3,950.00 (three thousand nine-hundred fifty dollars) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$22,002.43 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature to the extent arising out of or incident to the negligent acts, or errors or omissions in the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
 - a. **Mutual Consent.** This Agreement may be terminated at any time by the mutual consent of both parties.

- b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
- i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach:
- i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to

- the termination date if such Work was performed in accordance with this Agreement.
12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.
 13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
 14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
 15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
 - a. **Worker's Compensation insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. **Professional Liability insurance** with a combined single limit, or the equivalent, of \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
 - c. **General Liability insurance** with a combined single limit, or the equivalent, of \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. **Automobile Liability insurance** with a combined single limit, or the equivalent, of \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30)-days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. **Additional Insured/Certificates of Insurance.** Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory, excluding Professional Liability and Workers Compensation. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work

under this Agreement. The certificate will specify all of the parties who are *Additional Insureds*. Insuring companies or entities are subject to the City's acceptance. If requested, complete redacted copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. **Standard of Care:** The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services during the time said services are performed. CONSULTANT will reperform any services not meeting this standard without additional compensation.
16. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, women-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
17. **Consultant's Compliance With Tax Laws:**
 - 17.1 Consultant represents and warrants to the City that:
 - 17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
 - 17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
18. **Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable

commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:
Public Works Department
Attn: Contract Administrator
20 East Main Street
Ashland, Oregon 97520

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Consultant:
Cascade Charter Company, LLC.
2800 Biddle Road
Medford, Oregon 97504

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriations Clause. Funds Available and Authorized:** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
22. **THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER.**

CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. Certification. Consultant shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

CITY OF ASHLAND:

CASCADE CHARTER COMPANY, LLC
(CONSULTANT):

By: [Signature]
City Administrator
P.O. 132516Z
JOE FLURY
Printed Name
2/4/2021
Date

By: [Signature]
Signature
Gregory S Schuler
Printed Name
Managing Member
Title
2/3/21
Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

EXHIBIT B

CITY OF ASHLAND, OREGON

**City of Ashland
LIVING
WAGE**

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

\$15.74 per hour, effective June 30, 2020.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.



Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$22,002.49 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of \$22,002.49.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- Note: For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

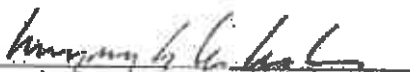
Call the Ashland City Administrator's office at 541-488-8002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.
Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

**CITY OF
ASHLAND**

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the degree of skill and diligence normally employed by professional engineer standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.



Consultant's signature

2/3/21
Date

Tami Campos

From: Brooke Levison <levison@cascadecharter.com>
Sent: Monday, November 30, 2020 10:50 AM
To: Tami Campos
Subject: RE: Appraisal needed for City of Ashland Public Works department

[EXTERNAL SENDER]

Tami,

Our bid for this, based on the information from Scott, is \$8,950 with delivery on February 1, 2021.

Brooke

From: Tami Campos <tami.campos@ashland.or.us>
Sent: Monday, November 30, 2020 7:32 AM
To: Brooke Levison <levison@cascadecharter.com>
Cc: Scott Fleury <scott.fleury@ashland.or.us>
Subject: FW: Appraisal needed for City of Ashland Public Works department

Good morning Brooke,

Please see Scott's email below. Let us know if you have any further questions in order to give us a proposal for the appraisal.

Thank you,

Tami De Mille-Campos

Administrative Analyst
City of Ashland, Public Works Department
20 East Main Street, Ashland, OR 97520
541-552-2428
Fax: 541-488-6005, TTY: 1-800-735-2900

 Like Public Works on Facebook for updates and information!

 Like Ashland Water Conservation on Facebook for updates and information!

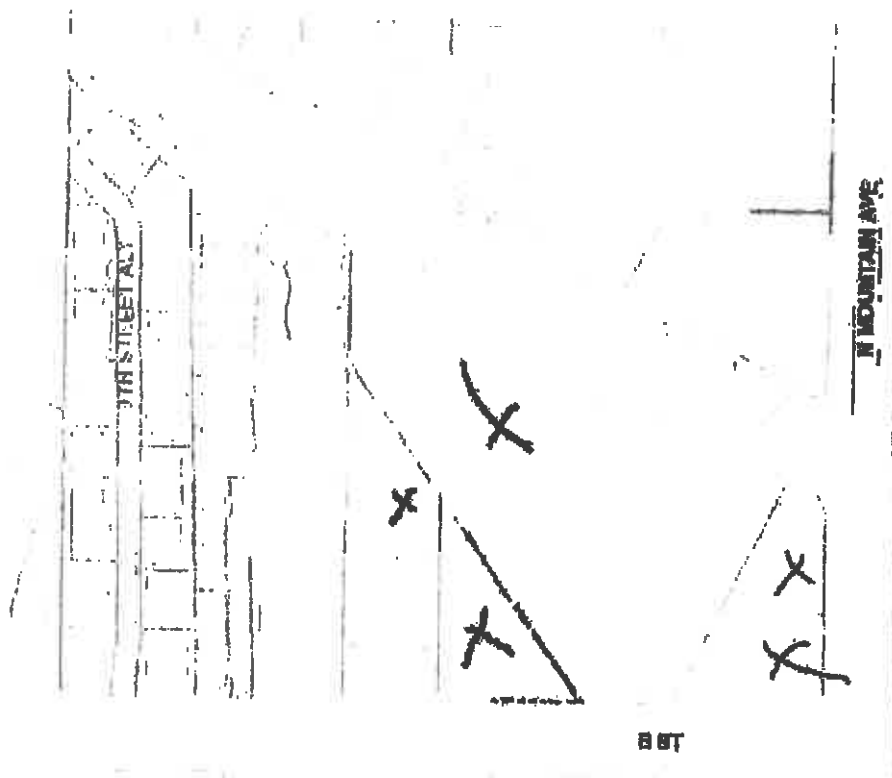
This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records law for disclosure and retention. If you have received this message in error, please contact me at 541-552-2428. Thank you.

From: Scott Fleury <scott.fleury@ashland.or.us>
Sent: Monday, November 30, 2020 7:22 AM
To: Tami Campos <tami.campos@ashland.or.us>
Subject: RE: Appraisal needed for City of Ashland Public Works department

Tami,

The appraisal should include all portions of City owned for the B Street yard property which includes TL #2100, 2500, 2700, 1900 and 2600. They will all be sold together as a complete package. It should be appraised as E-1, but we would

be interested in development of an opinion of R-3 value as we believe this would be the highest and best use for the property considering the other adjacent zoning and use.



Scott A. Fleury, P.E. Public Works Director
City of Ashland, Public Works
20 East Main Street, Ashland OR 97520
(541) 552-2412, TTY 800-735-2900
Fax: (541) 488-6806

This email transmission is official business of the City of Ashland, and it is subject to Oregon Public Records Law for disclosure and retention. If you have received this message in error, please contact me at (541) 552-2412. Thank you.

From: Tami Campos <tami.campos@ashland.or.us>
Sent: Tuesday, November 24, 2020 1:56 PM
To: Scott Fleury <scott.fleury@ashland.or.us>
Subject: Fwd: Appraisal needed for City of Ashland Public Works department

Hey! Could you please help me with Brooke's questions? Thank you!

Begin forwarded message:

From: Brooke Levison <levison@cascadecharter.com>
Date: Nov 24, 2020 at 1:39 PM

To: Tami Campos <tami.campos@ashland.or.us>
Subject: RE: Appraisal needed for City of Ashland Public Works department

[EXTERNAL SENDER]
Tami,

We appraised this property in 2018 for the city. At that time, we had two value scenarios, one was "as is" with the zoning of Employment (E-1) as well as a hypothetical value with the zoning changed to Residential (R-3). We also appraised the five tax lots. Before we bid, I want to verify that it is only the one tax lot (1900) you want valued. It appears that the property is zoned E-1 but the flag lot portion is zoned R-1-5. Do you know which zoning will need to be valued?

Thank you,

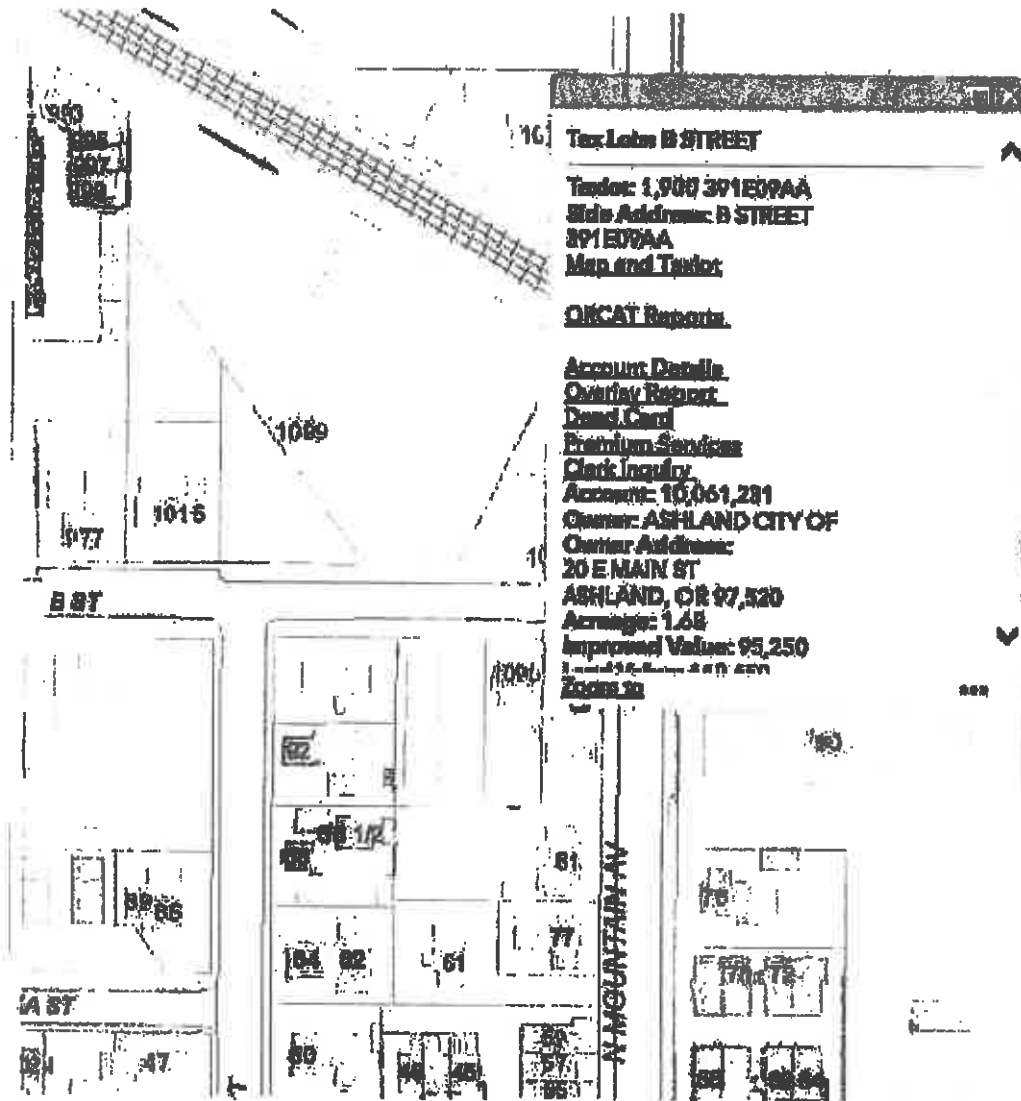
Brooks

From: Tami Campos <tami.campos@ashland.or.us>
Sent: Tuesday, November 24, 2020 9:06 AM
To: Tami Campos <tami.campos@ashland.or.us>
Cc: Scott Fleury <scott.fleury@ashland.or.us>
Subject: Appraisal needed for City of Ashland Public Works department

Good morning,

The City of Ashland Public Works department is in need of an appraisal for one property. There is no address for this lot, but it is the highlighted tax lot shown below which is otherwise known to us as the 'B Street Yard'. The purpose of this appraisal is for surplus property sale. Could you please get back to me with your proposal and timeline?

1. B Street, 391E09AA T.L. 1900 (Building on property)



Please let me know if you need any additional information.

Thank you,

Tami De Mille-Campos

Administrative Analyst

City of Ashland, Public Works Department

20 East Main Street, Ashland, OR 97520

541-552-2420

Fax: 541-488-6006, TTY: 1-800-735-2900



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Russell P Brown Ins Agcy Inc 2881 W Main St State Farm Medford, Or 97501	CONTACT NAME: Russell P Brown PHONE (AG, Ho, Ext): 541-776-8466 E-MAIL ADDRESS: russell@russellbrown.biz	FAX (AG, Ho): 541-776-8473
	INSURER(S) AFFORDING COVERAGE	
INSURED Cascade Charter Company LLC 2800 Biddle Road Medford, Or 97504 -4116	INSURER A: State Farm Fire and Casualty Company NAIC # 26143	
	INSURER B: State Farm Mutual Automobile Insurance Company 26178	
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		97-00-2774-8	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Excluded) MED EXP (Any one person) \$ 10,000 PERSONAL & ADJ INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY		887 0444-F11-37D	08/11/2020	08/11/2021	COMBINED SINGLE LIMIT (Ex accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N/A <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured:
City of Ashland
20 East Main St
Ashland, Or 97520

CERTIFICATE HOLDER Additional Insured: City of Ashland 20 East Main St Ashland, Or 97520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Protectors Insurance, LLC P.O. Box 4889 Medford OR 97504	CONTACT NAME: Theresa Watson PHONE: TOLL FREE (No. Ext): 541-773-5356 C. MAIL: ADDRESS: Theresa.W@ProtectorsIns.com INSURANCE APPROVING COVERAGE: NAIC #:
INSURED Cascade Charter Company, LLC 2809 Blagle Rd Medford OR 97504	CASOAT0 INSURER A: CNA Commercial Casualty Co INSURER B: SAIF Corporation INSURER C: INSURER D: INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 1677418011 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL BIRTH DATE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIED PER POLICY <input type="checkbox"/> PER <input type="checkbox"/> PER OCCUR OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTO ONLY <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> NON-OWNED AUTO ONLY					COMMER. SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> SINGLES LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE AGGREGATE \$
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Residency in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	748211	8/1/2020	8/31/2021	<input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000
A (Professional) Liability		AFBR70888280	8/15/2020	8/15/2021	Each Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

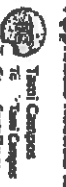
CERTIFICATE HOLDER	CANCELLATION
	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Theresa Watson</i></p>

ACORD 28 (2016/03)

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Appraisals needed for City of Ashland Public Works department



Toni Campos
City of Ashland
City of Ashland

Re: - toni@cityofashland.com - toni@cityofashland.com
You replied to this message on 11/22/2018 11:18 AM.

Send message

The City of Ashland Public Works department has four properties that we need appraisals for, they are as follows:

1. 280 Clay Street, 99122C TL, 2800 (pinned on property)
2. 400 Independence, 99125 64C TL, 1800 (pinned on property)
3. 1251 Oak Street, 99125 TL, 402 (pinned on web browser)
4. 8822460 TL, 300 (pinned on web browser)

Are you able to give me a rate and timeline for this work? Please let me know if you need any additional information.

Thank you,

Toni Campos

City of Ashland, Public Works Department
200 State Street, Ashland, OR 97520
4753-0420
or 541-439-4000, TTY: 1-800-755-6000

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Reply Reply All Forward

11/22/2018 11:04 AM

Tami Campos

From: Tami Campos
Sent: Monday, November 02, 2020 11:33 AM
To: Heather Martin
Cc: Scott Fleury
Subject: Re: Appraisals needed for City of Ashland Public Works department

Thank you very much Heather! I appreciate the feedback.

On Nov 2, 2020 at 11:30 AM, <Heather Martin> wrote:

[EXTERNAL SENDER]

Actually I am sorry but you will likely need a commercial appraisal for these based on prior transfers and types of use. The appraisals will demand certain types of expertise that isn't typical for residential appraisers to have. Thank you for the inquiry, I think you would be better served with an appraiser that does both commercial and residential with a higher license at a certified general level.

Regards
Heather Martin

On Mon, Nov 2, 2020 at 11:19 AM Tami Campos <tami.campos@ashland.or.us> wrote:

Good morning,

The City of Ashland Public Works department has four properties that we need appraisals done on, they are as follows:

1. 380 Clay Street, 391E11C T.L. 2500 (House on property)
2. 400 Mistletoe, 391E14AC T.L. 1800 (House on property)
3. 1291 Oak Street, 381E33 T.L. 402 (Parcel #2 with House)
4. 391E04AD T.L. 100 (land only)

Are you able to give me a cost and timeline for this work? Please let me know if you need any additional information.

Thank you,

Tami DeMille-Campos

Administrative Analyst

City of Ashland, Public Works Department
20 East Main Street, Ashland, OR 97520
541-552-2420
Fax: 541-488-6005, TTY: 1-800-735-2900



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--
Heather Martin
Real Value Review LLC
541-282-3688

Tami Campos

From: Tami Campos
Sent: Wednesday, November 04, 2020 9:08 AM
To: ACSO PC
Cc: Scott Fleury
Subject: RE: Appraisals needed for City of Ashland Public Works department

Thank you for taking the time to get back to us. Should we decide to hire you for number 1 I will let you know.

Tami De Mille-Campos

Administrative Analyst
City of Ashland, Public Works Department
20 East Main Street, Ashland, OR 97520
541-552-2420
Fax: 541-488-6006, TTY: 1-800-735-2900



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From: ACSO PC <acsopc@gmail.com>
Sent: Wednesday, November 04, 2020 9:06 AM
To: Tami Campos <tami.campos@ashland.or.us>
Subject: Re: Appraisals needed for City of Ashland Public Works department

[EXTERNAL SENDER]

bids are below. can have all reports back by 12/24

On Mon, Nov 2, 2020 at 11:13 AM Tami Campos <tami.campos@ashland.or.us> wrote:

Good morning,

The City of Ashland Public Works department has four properties that we need appraisals done on, they are as follows:

1. 380 Clay Street, 391E11C T.L. 2500 (House on property) - \$650
2. 400 Mistletoe, 391E14A C T.L. 1800 (House on property) - cannot complete based on zoning and location, you will need Certified General for this one.
3. 1291 Oak Street, 381E33 T.L. 402 (Parcel #2 with House) - need more info, what is the front building used for?

4. 391E04AD T.L. 100 (land only) - cannot complete based on zoning and location, you will need Certified General for this one.

Are you able to give me a cost and timeline for this work? Please let me know if you need any additional information.

Thank you,

Tami De Mille-Campo

Administrative Analyst

City of Ashland, Public Works Department
20 East Main Street, Ashland, OR 97520
541-552-2420
Fax: 541-488-6006, TTY: 1-800-735-2900



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--

Garrett W. Pottmeyer, SRA

Appraisal Company of Southern Oregon, PC

PO Box 2005

Grants Pass, OR 97528

541-479-0783

QUALIFICATIONS GREGORY S. SCHULER

Employment

1981 to Present: Principal with Cascade Charter Company, LLC (or other related companies) in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

2004 to 2007: CEO of First Charter Companies in Jacksonville and Medford, Oregon. First Charter Real estate development, construction, and marketing.

1994 to 2000: Secretary/Treasurer of Commercial Real Estate Advisors, Inc. (CRA), Medford, Oregon. Commercial and retail real estate development, construction, and leasing.

1976 to 1980: Pulver & Leever Commercial Real Estate, Medford, Oregon. Real estate marketing specializing in commercial and industrial sales and leasing.

Professional Affiliations

State Certified General Appraiser:

Oregon
California

License No. C000268
License No. AG017213

Associate Member, Appraisal Institute

Licensed Real Estate Broker, State of Oregon. License No. 780401812

Appraisal Courses

Uniform Standards of Professional Appraisal Practice
Basic Valuation Procedures
Small Hotel/Motel Valuation
Federal Land Exchanges
Technical Inspection of Real Estate
Appraisal Review – General
General Appraiser Sales Comparison Approach
Litigation Appraising: Specialized Topics and Applications
Oregon Land Use Law
Right of Way Appraisals
Oregon Water Law
Update and Review of Oregon Law and the Appraiser
Identifying Comparable Properties
Eminent Domain

Education

Bachelor of Science degree in Business and Marketing, Oregon State University, 1973.



Appraiser Certification and Licensure Board

State Certified General Appraiser

28 hours of continuing education required

License No.: C000268

Issue Date: June 01, 2019

Expiration Date: May 31, 2021

GREGORY S SCHULER
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD
MEDFORD, OR 97504

Gae Lynne Cooper, Administrator

QUALIFICATIONS DAVID M. MATLOCK

Employment

2012 to Present: Associate with Cascade Charter Company, LLC in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

Professional Affiliations

State Certified General Appraiser:

Oregon

License No. C001357

Appraisal Courses

Uniform Standards of Professional Appraisal Practice
Appraisal Principles
General Appraiser Market Analysis and Highest and Best Use
Real Estate Finance Statistics and Valuation Modeling
General Appraiser Site Valuation and Cost Approach
General Appraiser Sales Comparison Approach
General Appraiser Income Approach
Small Hotel/Motel Valuation
Comparative Analysis
Commercial Appraisal Review
Expert Witness for Commercial Appraisers

Education

Bachelor of Science degree in Business Management, Southern Oregon University.



Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

DAVID M MATLOCK
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD
MEDFORD, OR 97504

License No.: C001357

Issue Date: March 01, 2020

Expiration Date: February 28, 2022

Chad Koch, Interim Administrator

APPRAISAL OF:

Briscoe School Property
265 North Main Street
Ashland, Oregon

Prepared For:
City of Ashland

Report Date:
December 7, 2021

Date of Value:
November 17, 2021



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Addenda

- Subject Photographs
- Subject Partition Diagram
- Sale Photographs
- Personal Services Agreement

Qualifications

LAWRENCE E. BROWN, MAI CRE (1942 - 1990)
GREGORY S. SCHULER
DAVID M. MATLOCK
MARGARET NELSON-QUIN
BROOKE LEVISON
DEB CHRISTOPHERSON

December 7, 2021

Scott Fleury, P.E.
Public Works Director
City of Ashland, Public Works
20 East Main Street
Ashland, Oregon 97520

Reference: Appraisal of the Briscoe School property located at 265 North Main Street in Ashland, Oregon. Our File No. 4881.

Dear Mr. Fleury:

In response to your request, we have personally examined and appraised the Briscoe School property located at 265 North Main Street in Ashland, Oregon. The purpose of this appraisal report is to set forth our opinions relative to the "as is" market value of the **fee simple interest** in the entire subject property as well as the school buildings/parking lot component of the subject. It is our understanding the appraisal report will be utilized by authorized representatives of the City of Ashland for internal decision making purposes. No other purpose, use, or users of this appraisal report are authorized or intended.

This appraisal report is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP); the Financial Institution's Reform, Recovery, and Enforcement Act of 1989 (FIRREA); and Chapter 12 Code of Federal Regulation Part 34 (12CFR34) of the Office of the Comptroller of the Currency titled, "Real Estate Appraisals." This report is also prepared within the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Interagency Appraisal and Evaluation Guidelines (effective December 10, 2010). This appraisal assignment is not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.

Reference is made to the **extraordinary assumptions** presented within this report. If any of the extraordinary assumptions as stated herein are ultimately found to be false, the value opinions as specified in this appraisal report could be impacted.

Based upon the studies and examinations made, the opinions are formed subject to the limiting conditions and assumptions stated herein, that the "as is" market value of the **fee simple interest** in the entire subject property as well as the school buildings/parking lot component based upon economic and market conditions effective as of November 17, 2021 are as follows:

"As Is" Market Value – Entire Property (November 17, 2021)

THREE MILLION FOUR HUNDRED THOUSAND DOLLARS

\$3,400,000

"As Is" Market Value – School Buildings/Parking Lot (November 17, 2021)

TWO MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS

\$2,480,000

The opinions of market value stated herein pertain solely to the real property and do not include the value of operational personal property such as furniture, fixtures, and equipment (FF&E) or intangible items such as business value.

The following is a real property appraisal report which summarizes the property description, market data, and value analyses which form the primary basis for the opinion of market value as stated in this report.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2023



DAVID M. MATLOCK
Oregon State Certified General Appraiser
License No. C001357
Expiration Date: February 28, 2022

SUMMARY OF SALIENT DATA

Identification

Briscoe School/Park Property
 265 North Main Street
 Ashland, Oregon 97520

Land Area

3.74 acres based upon Jackson County assessment records. The city of Ashland has provided measurements for the school buildings/parking lot component which totals 1.945 acres and the park component which totals 1.796 acres.

Improvements

Class C, brick masonry, single-story, school building and Class C, brick masonry, single story, office building.

Interest Appraised

Fee Simple

Date of Value

November 17, 2021

Valuation Approaches

Excess Land

Land Sales by Comparison Approach \$920,000

School Buildings and Parking Lot

Cost Approach \$2,520,000

Sales Comparison Approach \$2,440,000

Direct Capitalization Income Approach Not Utilized

“As Is” Market Value – Entire Property \$3,400,000

“As Is” Market Value – School Buildings/Parking Lot \$2,480,000

PURPOSE OF APPRAISAL

The purpose of this appraisal is to set forth our opinions relative to the "as is" market value of the **fee simple interest** in the entire subject property as well as the school buildings/parking lot component of the subject.

CLIENT/INTENDED USE/USERS OF THE APPRAISAL

The client of this appraisal assignment is the City of Ashland. It is our understanding that the intended use of this appraisal is for internal decision making purposes. The intended users of this appraisal document are representatives of the City of Ashland. No other purpose, use, or users of the appraisal report are authorized or intended.

DATE OF VALUE

The opinion of "as is" market value expressed in this report is stated effective as of November 17, 2021 assuming economic and market conditions as existing on that date.

DATE OF INSPECTION

The subject property was physically inspected on November 17, 2021.

PROPERTY RIGHTS APPRAISED

The property rights appraised herein pertain to the **fee simple interest** in the real property which represents the subject of this appraisal.

DEFINITIONS

Fee Simple Interest

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

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015.

Extraordinary Assumption

“An assumption, directly related to a specific assignment, as of the effective date of the appraisal results, which, if found to be false, could alter the appraiser’s opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2020-2021 Edition.

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 and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and,

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

Source: 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994. USPAP 2020-2021 Advisory Opinion 22, Lines 57-67.

SCOPE OF APPRAISAL

The scope of this appraisal has the primary function of researching pertinent market information and developing opinions relative to the “as is” market value of the **fee simple interest** in the entire subject property and school buildings/parking lot component of the subject. The appraisal service as detailed in this report is performed in such a manner that the results of the analyses, opinions, or conclusions formulated are that of a disinterested third party. In order to establish the opinion of market value as set forth in this report, the three traditional valuation approaches are considered in the appraisal. These include the cost, sales comparison, and income valuation methods. The cost and sales comparison approaches are considered applicable with respect to the subject and are developed as part of the scope of this appraisal valuation.

The income approach would typically be used for a revenue generating investment property such as the subject. Due to the unique nature of the subject as a child development center, there is little to no reliable market rental data or capitalization rates available in the market area. Therefore, the income approach is omitted from the scope of this valuation assignment.

The scope of the process involved in the research, analysis, and presentation of the appraisal conclusions is inclusive of the following:

1. Discussions in order to accurately identify the nature and objective of the assignment;
2. A preliminary study is conducted in order to determine what information is required and the sources of the information; i.e., development consultants, title companies, real estate agencies, planning representatives, etc.;
3. General information relating to the subject region and specific information relating to the immediate subject area and the property itself is then assembled;
4. An analysis of demographic and economic trends in the subject region is conducted;
5. Based on the market information reviewed, determinations are made in regard to the highest and best use of the property;

6. Information is assembled pertaining to market data for use in the various valuation approaches prepared for the subject. The sources of the market data primarily include the following:
 - Real estate databases
 - County records
 - Representatives of local real estate agencies
 - Real estate appraisers
 - Property managers and ownership representatives
7. Unless stated otherwise, the market data presented in this report have been verified with a buyer, seller, agent, or other representatives knowledgeable of the transactions;
8. The subject property and the market data are reviewed with pertinent differences noted. In addition, the neighborhood boundaries of the subject are defined and the land use characteristics of the market area identified;
9. Summary information pertaining to market data is presented in this report. The usefulness and applicability of the data collected are reviewed with comparisons applied where appropriate in relation to the subject property;
10. The results of the valuation approaches utilized are thoroughly examined and a reconciliation or correlation of final values concluded;
11. An appraisal is presented with supporting information categorized and placed into the appraisal work file;
12. The competency of the appraisers in terms of providing reasonable and supportable conclusions of value is based upon experience in valuing properties having utility similar to the subject. This experience includes the appraisal of property types similar to the subject which are located within the local and regional market area which encompasses the subject community.

LEGAL DESCRIPTION

The complete legal description identifying the subject property is as follows.

Block 7, TOGETHER WITH the vacated alleys therein, in the City of Ashland, Jackson County, Oregon, according to the Official 1888 Plat thereof. EXCEPTING THEREFROM all that portion lying Westerly of High Street

The property can also be identified on Jackson County assessment records as Township 39, Range 1 East, Section 05DD, Tax Lot 2500.

PROPERTY OWNERSHIP AND HISTORY

Fee title to the subject property is presently vested with the City of Ashland. To our knowledge, there have been no listings or market transfers of the property within the three year period prior to the effective date of this appraisal.

EXPOSURE AND MARKETING TIME

Exposure time may be defined as follows:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale of market value on the effective date of the appraisal; Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.”

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2020-2021 Edition.

Marketing time may be defined as follows:

“An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015.

It is noted that exposure time is presumed to precede the achievement of the market value conclusion as stated herein. The overall concept of reasonable exposure noted in the previous Definition of Market Value also assumes an adequate, sufficient, and reasonable effort in marketing.

As an aid in determining a reasonable exposure time and marketing period for the subject property, reference is made to the following RERC investor survey of national marketing periods specified for the most traditional property types.

**RERC Investment Survey
Average Marketing Periods**

Property Type	3rd Qtr. 2021 (Months)
Office – CBD	7.6
Office – Suburban	8.2
Industrial – Warehouse	4.1
Industrial – R & D	6.2
Industrial – Flex	6.6
Retail – Regional Mall	9.7
Retail – Power Center	9.1
Retail – Neighborhood	8.1
Apartment	5.4
Student Housing	7.5
All Types	7.3

Source: RERC.

The RERC survey indicates that average marketing periods range from 4.1 to 9.7 months. It should be noted that these marketing periods are stated on a national basis and also include properties located in major urban centers. Based upon the nature of the subject property, and the type of investor who would likely purchase a property such as the subject, an appropriate exposure and marketing period is estimated at 12 to 18 months. This estimate is based upon the opinion of market value concluded in this report and represents a reasonable time period for adequate exposure to the open market. In this particular instance, the projected exposure and marketing periods estimated are considered to be the same length of time for the subject. Although longer than the periods indicated by the investor surveys, this estimated period takes into account the location of Medford in relation to the national investor survey data reviewed. Finally, this period accounts for the amount of time it would take to attract capital to such an investment given the demand for special use properties.

We are not able to project how the COVID-19 pandemic will affect the exposure and marketing time for the real estate market. Therefore, the recent national property trends and market sale transactions provide the primary indicators for our marketing and exposure time estimates at this time.

LOCATION ANALYSIS

The subject property is located on the westerly side of North Main Street, east of High Street, and between Manzanita Street and South Laurel Street in the city of Ashland, Oregon. Reference is made to the following map which depicts the location of the subject property relative to the surrounding region. Included in this location analysis are details regarding population, economy, and employment within Jackson County, as well as a description of the immediate surroundings of the subject property.



Ashland and Jackson County

The city of Ashland is located 14 miles north of the Oregon/California state line and 120 miles east of the Pacific Ocean. Ashland is the southernmost city in Jackson County and represents the arts and educational center of southern Oregon and northern California. Reference is made to the map presented on the facing page which identifies Ashland relative to the surrounding region.

Ashland is situated in the foothills of the Siskiyou Mountains at the south end of a large river valley formed by the Rogue River and Bear Creek drainages. The

Rogue Valley is surrounded on all sides by mountains including the Cascade and Siskiyou Ranges and the Umpqua Divide. Distances from Ashland to other notable cities are as follows:

Medford.....15 miles northwest
 Grants Pass43 miles northwest
 Eugene.....180 miles north
 Portland.....294 miles north
 Sacramento.....292 miles south
 San Francisco.....387 miles south

Population

Population changes in Jackson County have been significant with strong growth occurring. From 1990 through 2020, the population of Jackson County increased by 76,840. Reference is made to the following summary which details population for the larger cities within the county as well as the unincorporated areas.

Historic Population

Year	Ashland	Medford	Central Point	Eagle Point	Unincorp.	Jackson County	Oregon
2020	21,105	83,115	18,755	9,375	69,570	223,240	4,268,055
2019	20,960	81,465	18,365	9,260	70,050	221,290	4,236,400
2018	20,815	80,375	17,895	9,105	70,020	219,200	4,195,300
2017	20,700	79,590	17,700	8,930	69,125	216,900	4,141,100
2016	20,620	78,500	17,585	8,765	67,595	213,765	4,076,350
2015	20,405	77,655	17,485	8,695	66,150	210,975	4,013,845
2010	20,095	74,980	17,185	8,470	62,530	203,340	3,837,625
2005	20,730	70,855	15,571	7,496	59,950	194,515	3,628,700
2000	19,522	63,720	12,493	4,797	63,220	182,200	3,436,750
1990	16,252	47,021	7,512	3,022	59,831	146,400	2,842,321

Source: Population Research Center, Portland State University.

A significant factor influencing population growth in the area is the strong amenity value and livability of the Rogue Valley. During the last two decades, many retirees, semi-retirees, and working people have moved to the Rogue Valley from more

densely populated and congested areas due in large part to quality of life considerations.

Education

The Ashland public school district operates five schools in the area. Approximately 3,000 students attend three elementary, one middle, and one high school. The elementary schools provide an education from kindergarten to fifth grade. Ashland Middle School consists of grades six through eight, with Ashland High School providing educational services for students in grades nine through twelve.

Southern Oregon University is a regional, multi-purpose institution which was founded in 1869. The main campus is located in Ashland, with a branch campus in Medford. The University has a quarterly on-campus enrollment of approximately 5,500 undergraduate and graduate students. The University offers 35 bachelor and nine graduate degree programs in the Schools of Arts and Letters, Business, Science, Social Science, Education, and Health and Physical Education.

Cultural Activities

Located within the downtown plaza area of Ashland is the Oregon Shakespeare Festival (OSF). The Festival was founded in 1935 and is among the oldest and largest professional regional theater companies located in the United States. OSF is known world-wide for the quality of its productions and won a Tony award for outstanding achievement in regional theater and has also been named in Time Magazine as one of America's top five regional theaters. Attendance reaches over 360,000 annually. Overall, OSF contributes over \$113 million annually to the local economy. Approximately 88 percent of the festival audience reportedly travels over 125 miles to attend the performances.

Also located in the downtown area is the Oregon Cabaret Theater (OCT). The Cabaret is housed in an historic Baptist church, and has become a major part of the Ashland cultural scene over the past 18 seasons. Since it opened in 1986, OCT has attracted almost a quarter of a million patrons to the intimate 140-seat theater. The Cabaret now draws regular customers from California and throughout the Pacific Northwest, as well as patrons from as far away as England and Japan.

Other notable cultural activities in the area include the Rogue Valley Symphony, which offers performances in Ashland as well as many other venues throughout the Rogue Valley.

Economy

Jackson County's economic base has historically been tied to five major industries: lumber and wood products, trade and service, government, tourism, and agriculture. Over the past decade, the economy has diversified away from lumber and wood products and grown significantly in terms of retail trade.

Lumber and Wood Products

The lumber and wood products industry has declined as an employment sector over the previous 20 years within Jackson County. Environmental issues, including survival of the Spotted Owl, opposition to cutting of old-growth timber, controversy concerning the appropriate level of sustainable yield from public lands, and expansion of wilderness areas all limited log supply. Previous timber-cutting practices, particularly by private companies, and continued log exports have further reduced supply. Lumber and wood products jobs have decreased due to scarce log supplies. As a result, several major wood products employers have reduced production or permanently closed their operations over the past two decades.

Agriculture

Agriculture remains an important component of the Jackson County economy. The remaining primary fruit packers in the Medford area include Harry and David, Associated Fruit Company, and Naumes of Oregon, Inc. The seasonal nature of agricultural employment has a direct impact in regard to fluctuations in Jackson County unemployment figures. The past expansion of residential development has also affected the local agricultural economy. Many old established orchards in the county have been removed in favor of future residential development. Continuing worldwide competition for the local fruit growers has also emerged.

Another important agricultural component of Jackson County is the wine industry. The moderate mountain valley climate in the area allows for a wide variety of intensely flavored wine grapes to be cultivated. The quality of the region's grapes provides an advantage for many of the local growers in making their own wines as well as finding regional wineries which will purchase the grapes. For example, Hillcrest

Orchards, one of Jackson County’s oldest pear producers, replaced 80 acres of pear trees with vineyards.

Employment

The following table details employment figures for the Medford MSA by category for August 2021 with comparisons to the prior year.

**Medford MSA
Nonfarm Payroll and Employment**

	Oct. 2021	Oct. 2020	Change
Total NonFarm	89,920	86,830	3,090
Total Private	78,460	75,690	2,770
Mining/Logging/Construction	5,570	5,290	280
Manufacturing	7,660	7,670	-10
Trade, Trans. & Utilities	20,410	20,100	310
Information	1,000	1,000	0
Financial Activities	4,120	4,070	50
Professional/Business Services	8,350	7,770	580
Education/Health Services	18,470	17,990	480
Leisure & Hospitality	10,220	9,300	920
Other	2,660	2,500	160
Government	11,460	11,140	320

Source: Oregon Employment Department, November 2021.

Employment Trends

Over the one year period, only the manufacturing sector reported a loss in employment with the information sector reporting no change. The remaining sectors reported increases with the greatest increases in the leisure and hospitality; professional and business services; education and health services; and the trade, transportation, and utilities sectors.

Unemployment

As of October 2021, the unemployment rate in the Medford MSA was 3.5 percent reflecting a decrease from the October 2020 rate of 6.3 percent. Over the one-

year period, the civilian labor force increased from 107,133 to 108,913 with total employment increasing by 4,761. The following table summarizes civilian labor force statistics for the Medford MSA.

Medford MSA Employment/Unemployment

	Oct. 2021	Oct. 2020	Change
Civilian Labor Force	108,913	107,133	1,780
Total Employment	105,103	100,342	4,761
Total Unemployment	3,810	6,791	-2,981
Unemployment Rate	3.5%	6.3%	---

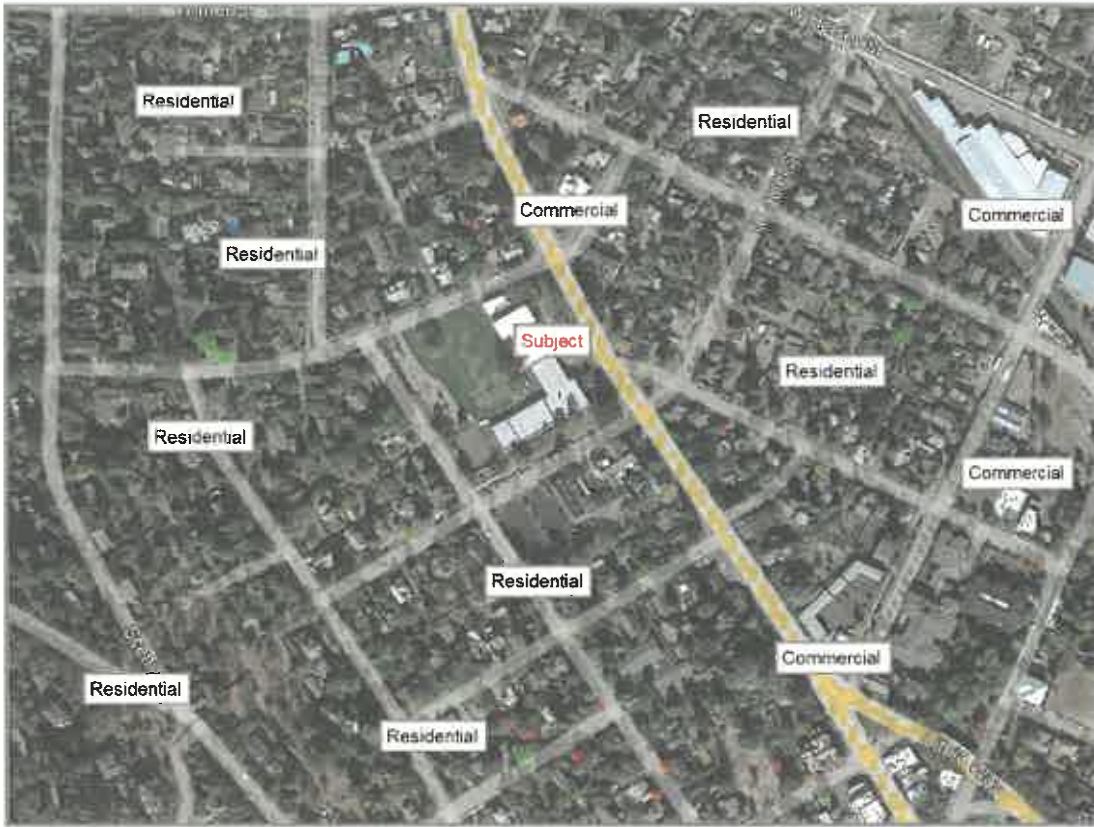
Source: Oregon Employment Department, November 2021.

Conclusions

Over the past two decades, population in the Jackson County area has increased and growth of the retirement sector has added employment opportunities in retail trade and health services. Additionally, a younger population is also finding the region to be an attractive place to raise their families. Based upon a further diversification of the area economy which was previously heavily dependent on the timber industry, future growth is ultimately expected for Jackson County and the entire Rogue Valley area. However, continued improvement in the local, regional, and national economies will be required in order to further stabilize the real estate market and provide the impetus for sustained economic and demographic growth in the future.

Immediate Surroundings

The subject property is located at 265 North Main Street in Ashland, Oregon. A graphic depiction of the immediate area surrounding the subject property follows.



Trend

The overall trend of development within the immediate area is representative of primarily residential properties in the form of single-family and multi-family development with a small concentration of commercial properties to the north along North Main Street. The downtown city center and plaza area of Ashland is located a short distance southeast of the subject with both Lithia Park and the Oregon Shakespeare Festival grounds further south.

Conclusion

Due to the nature of the surroundings and the lack of new development within the immediate area, no distinct foreseeable change in the land use characteristics of the area is anticipated.

THE LAND

Location

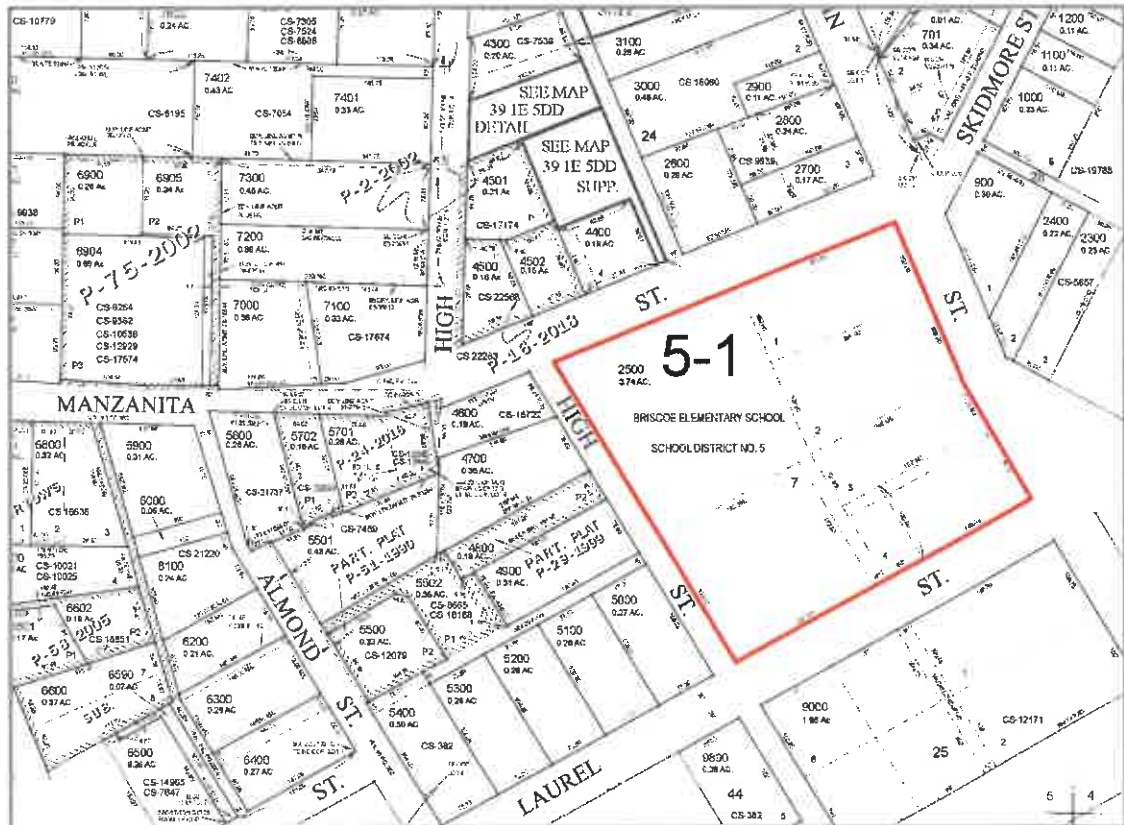
The subject property is located on the westerly side of North Main Street, east of High Street, and between Manzanita Street and South Laurel Street in the city of Ashland, Oregon. The formal property address is as follows:

265 North Main Street
Ashland, Oregon 97520

Shape and Size

The subject is irregular in shape and totals 3.74 acres or 162,914 square feet based upon Jackson County assessment records. The city of Ashland has provided measurements for the school buildings/parking lot component which totals 1.945 acres or 84,724 square feet and the park component which totals 1.796 acres or 78,234 square feet. The measurements as provided by the City of Ashland total 3.741 acres or 162,958 square feet. Any concern regarding the measurements as provided by the City of Ashland should be addressed by a qualified land surveyor and is beyond the expertise of the appraiser. Reference is made to the diagram of the subject partition in the Addenda of this appraisal.

Reference is made to the following plat map and aerial for a graphic depiction of the subject. It should be noted that lines are approximate.





Topography

The land exhibits generally level to slightly sloping topography at nearby street grade.

Zoning

R-2, Residential - Low Density Multiple-Family District as administered by the city of Ashland. In R-2, the maximum number of dwelling units is 13.5 units per acre. A review of the zoning ordinance indicates the current operations conducted on-site are permitted uses or uses permitted with a conditional use permit.

Easements and Encroachments

A preliminary title report was not provided for our review. Upon personal property inspection, no adverse easements or encroachments which could have an adverse impact on the value or utility of the subject property were observed. This appraisal is subject to an **extraordinary assumption** that no adverse easements or encroachments exist at the subject parcel. The identification of such is best determined by qualified individuals and is not within the scope of our expertise as real estate appraisers.

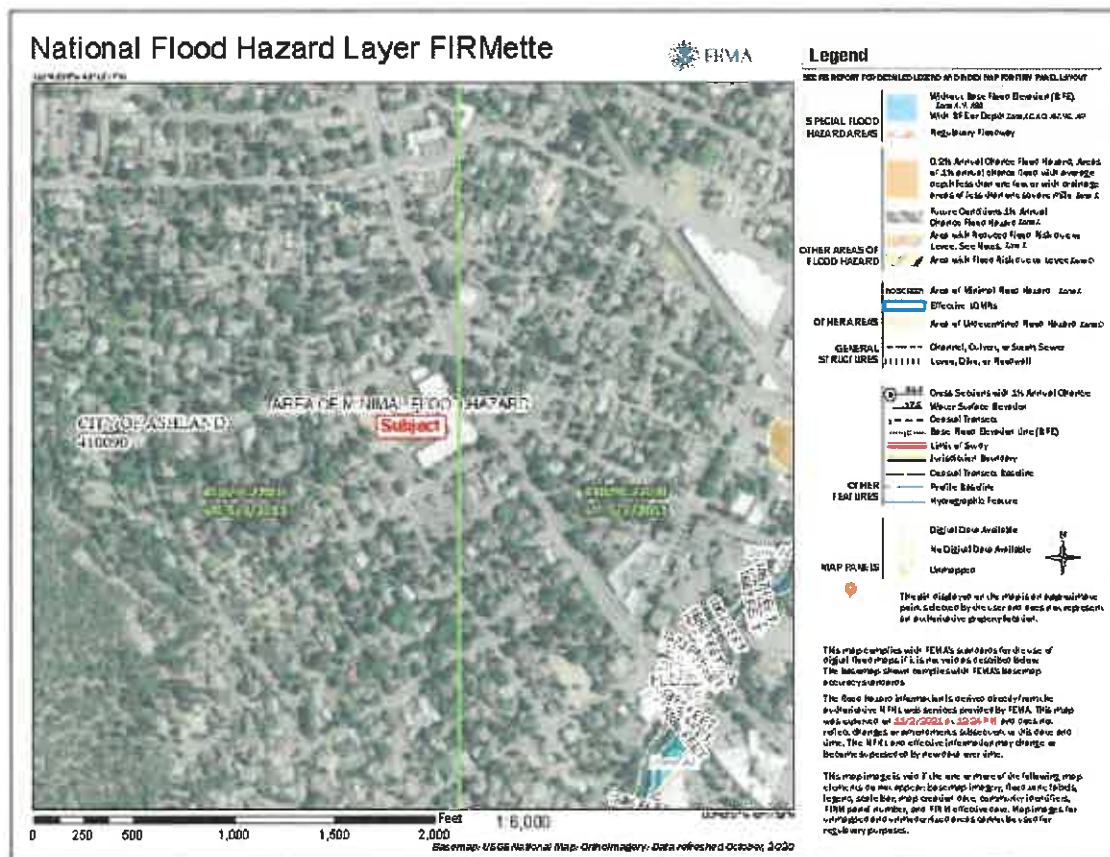
Soils

No formal soils report or site assessment study was provided for our review. As such, this appraisal is subject to the **extraordinary assumption** that the soil is of sufficient load-bearing capacity to support improvement to its highest and best use.

No adverse environmental hazards or contaminants pertaining to solids, liquids, or gases were observed at the property during our personal examination. This appraisal is based upon the **extraordinary assumption** which assumes no toxic waste, groundwater contamination, or environmental problems exist at the property. In the event such problems did exist, the ultimate impact of such conditions could adversely influence the opinions of market value as stated herein. The identification of the absence or existence of any potential environmental problems is best determined by qualified engineers and is not considered to be within the scope of this appraisal assignment.

Flood Zone Rating

A review of the FEMA Map Nos. 41029C2203F and 41029C2204F, dated May 3, 2011 indicates the subject property is located within Flood Zone X, an area of minimal flood hazard. A copy of the FEMA Flood Map follows.



Utilities

According to the property representative, all the usual and necessary public utilities are available to the subject property; however, this was not independently verified by the appraisers.

Access

Ingress/egress at the site is provided by North Main Street, South Laurel Street, High Street, and Manzanita Street.

Streets

North Main Street is an asphalt-concrete paved roadway extending in a north-south direction along the subject's easterly boundary. This roadway has two traffic lanes, one in each direction with a center turn lane. Additional roadway improvements include concrete curbs, gutters, and sidewalks on both sides of the street

South Laurel Street is an asphalt-concrete paved roadway extending in an east-west direction along the subject's southerly boundary. This roadway has two traffic lanes, one in each direction. The intersection of South Laurel Street and North Main Street is fully signalized. Additional roadway improvements include concrete curbs, gutters, and sidewalks along both sides of the roadway.

High Street is an asphalt-concrete paved roadway extending in a north-south direction along the subject's westerly boundary. This roadway has two traffic lanes, one in each direction. Additional roadway improvements include concrete curbs, gutters and overhead utility lines along both sides of the roadway with sidewalks along the westerly side of the street.

Manzanita Street is an asphalt-concrete paved roadway extending in an east-west direction along the subject's northerly boundary. This roadway has two traffic lanes, one in each direction. Additional roadway improvements include curbs and gutters along both sides of the street with the northerly side of the street exhibiting sidewalks along the majority of the street. Overhead utility lines are visible along the southerly side of the roadway.

Summary

The subject totals 3.74 acres zoned R-2. All necessary utility services are reportedly available to the subject property. Additionally, there are no apparent easements or encroachments which could potentially detract from the value or utility of the property. As such, the property appears suitable in terms of accommodating development to its highest and best use.

DESCRIPTION OF IMPROVEMENTS

The following description of improvements is based upon a personal inspection of the subject property, personal measurements, Jackson County assessment records, and conversations with property representatives.

Type

Class C, brick masonry, single-story, school building and Class C, brick masonry, single story, office building currently occupied by the Oregon Child Development Coalition.

Size and Year Built

<u>Building Component</u>	<u>Sq. Ft.⁽¹⁾</u>	<u>Year Built⁽¹⁾</u>
School Building	31,980	1948
Office Building	<u>2,000</u>	1997
Total Building Area	<u>33,980</u>	

⁽¹⁾Based upon a prior appraisal.

Effective Age/Economic Life

Total Economic Life	45 years
Effective Age	25 years
Remaining Economic Life	20 years

Source: Marshall & Swift Cost Manual: Section 97, Page 15.

Building Descriptions

School Building

The school building includes hallways, classrooms, offices, a commercial kitchen, restrooms, boiler room, gymnasium, and various support rooms.

Foundation: Concrete perimeter foundation.

Roof: Flat roof system with a rubber membrane covering over wood-frame. **According to the subject representative, the roof experiences leaking and needs a full replacement.**

- Exterior Walls: Brick masonry.
- Windows: The windows are plate glass set in wood framing.
- Doors: Metal pedestrian doors. Some entry doors include glass inserts.
- HVAC: The HVAC consists of a combination of boiler steam heating and electric mini split units.
- Fire Protection: The building is not fire sprinklered.
- Interior Finish: The interior includes the following typical finishes:
- The flooring is a combination of carpet, asphalt tile, ceramic tile, and rubber top set base.
 - Textured painted gypsum board walls with wood panel wainscoting.
 - The ceiling consists of acoustic tile.
 - Lighting consists of fluorescent lighting.
 - The finish in the restrooms primarily consists of asphalt tile flooring and textured painted gypsum board walls, and an acoustic tile ceiling.
 - Vertical access is provided by two interior stairwells and one passenger elevator.

Office Building

The office building includes a large music room, offices, and a restroom.

- Foundation: Concrete perimeter foundation.
- Roof: Flat wood-frame roof system with rubber membrane roof covering.
- Exterior Walls: Brick masonry.
- Windows: The windows are dual-paned set in vinyl framing.
- Doors: Metal pedestrian doors.

- HVAC: The HVAC system is roof mounted and consists of electric air conditioning and gas fired heat.
- Fire Protection: The building is not fire sprinklered.
- Interior Finish: The interior includes the following typical finishes:
- The flooring is carpet with rubber top set base.
 - Textured painted gypsum board walls.
 - Acoustic tile ceiling.
 - Fluorescent lighting.
 - The restroom is finished with sheet vinyl flooring and textured painted gypsum board walls and ceiling.

Deferred Maintenance

The roof of the school building needs a full replacement. As a result, a deduction for the cost to cure must be addressed in determining an "as is" market value of the subject. We were provided by the client a summary of proposals which indicates five separate bids to replace the roof. The bids ranged between \$223,436 and \$514,040 with an average of \$351,457. It should be noted the summary of proposals document is dated January 30, 2020. Given there has been a substantial increase in construction costs since the date of these bids, we have estimated a cost to replace the roof near the upper end of the range between \$400,000 and \$500,000 or say \$450,000. Any concerns regarding the this estimated cost should be addressed by a licensed contractor with current roof replacement bids and is outside the expertise of the appraiser. We have deducted the estimated cost to replace the roof within both the cost and sales comparison approaches to value presented later in the report.

Parking

There is no off-street parking provided at the subject. The subject includes 26 marked parking spaces along South Laurel Street with additional street parking located within the area.

Conclusion

The subject is representative of a Class C, brick masonry, single-story, school building and Class C, brick masonry, single story, office building. The total gross building area of the structure is 33,980 square feet. The buildings are constructed of average to good quality materials and are in average to good condition.

HIGHEST AND BEST USE

The highest and best use may be defined as the reasonably probable and legal use of vacant land or an improved property which is physically possible, legally permissible, financially feasible, and results in the highest value. The four criteria examined in determining the highest and best use of the subject property include the following:

1. Physically Possible - A use for which the property is physically suitable or adaptable.
2. Legally Permissible - A use which is or will be permitted under existing or reasonably obtainable zoning regulations.
3. Financially Feasible - A use for which there is an economic, social, and/or market demand.
4. Maximally Productive - A use which is compatible with the nature and condition of surrounding land uses.

Conclusion As If Vacant

Based on the previous criteria, it is our opinion that low density multi-family development represents the highest and best use of the property as if vacant. Low density multi-family development use of the land is consistent with current governmental constraints; the property is regarded as physically suitable in order to accommodate this form of development; low density multi-family development use is compatible with the trend of development in the area; and this form of development at the property would provide a positive return to the land.

Building Improvements Component Conclusion As Improved

The current use of the subject building improvements for child development operations represents one of the highest and best uses of the property as improved. As improved, the building is considered capable of providing a positive return to the land, and this form of improvement is compatible with and complements the neighborhood and surrounding uses.

Excess Land Component Conclusion As Improved

The use of the subject improvements in support of Briscoe Park fulfills a public need but does not provide a positive return to the land.

ASSESSED VALUATION AND TAXES

As a result of Oregon Ballot Measures 47 and 50 which limit taxable values and property taxes, real estate taxes in Oregon beginning in 1998 are based on a percentage of the real market value. The ballot measures also limit future tax increases to a maximum level of three percent per year. The subject is located within Jackson County Tax Code Area 5-01.

Following is a summary of the total real market value, derived by the Jackson County Assessor, the actual assessed value, and reported real property taxes at the subject for the current tax year.

Assessed Value and Taxes

Account No.	Tax Lot	Real Market Value	Assessed Value	Taxes
1-005809-6	2500	\$0	\$0	\$0

It should be noted the subject property is tax exempt. This is presented for information purposes only and is not considered representative of the opinion of market value as specified in this report.

LAND VALUE BY COMPARISON

The land sales comparison approach is the most common method utilized to determine land value. This method generally expresses land value on the basis of price per square foot relative to purchase price. In order to formulate an opinion as to the market value of the subject parcel, a search of public records and a field survey are conducted in the interest of identifying land transactions considered similar in various respects to the subject property. The search focuses on those properties considered to exhibit developmental characteristics similar to the subject parcel. The sales assembled for comparison to the subject property are summarized in the following chart.

Multi-Family Land Sales Summary

Sale No.	Location	Zoning	Area Acres/ Sq. Ft.	Sale Date	Sale Price	
					Total	/Sq. Ft.
1	210 & 220 Suncrest Dr. 38-1W-23DB, 3400 & 3500 Talent Source: FMLS No. 220127281 Verification: Agent	RHD	1.45/ 63,598	Listing	\$800,000 720,000 Adj.	\$12.58 11.32 Adj.
2	615 Talent Ave. 38-1W-25BC, 11 Tax Lots Talent Source: FMLS No. 220129890 Verification: Agent	RHD	1.15/ 50,094	10/21	500,000	9.98
3	Charlotte Ann Rd. 37-1W-32C, 1800 Medford Source: FMLS No. 220128913 Verification: Deed No. 2021-38693	MFR-20	0.87/ 37,897	9/21	405,000	10.69
4	232 Talent Ave. 38-1W-26AB, 1401 Talent Source: FMLS No. 220111919 Verification: Deed No. 2021-37561	RHD	3.51/ 152,896	8/21	1,695,000	11.09
5	72, 100, 112, & 124 Northridge Terrace 38-1W-9BA, 1800, 1900, 2000, & 6000-6002 Phoenix Source: FMLS No. 220119108 & 220118653 Verification: Deed Nos. 2021-24354 & 2021-17821	UR-30	1.02/ 44,431	6/21 & 4/21	445,000 (Total)	10.02

Multi-Family Land Sales Summary

Sale No.	Location	Zoning	Area Acres/ Sq. Ft.	Sale Date	Sale Price	
					Total	/Sq. Ft.
6	Villard St. and Engle St. Ashland 39-1E-11C, 2504 & 2505 Source & Verification: Grantor	R-2	3.35/ 145,926	12/18	1,288,238	8.83
7	1068 E. Main St. 39-1E-09AD, 6800 & 6801 Ashland Source: FMLS No. 102962947 Verification: Agent	R-3	1.43/ 62,291 Adj. ⁽¹⁾ 1.71/ 74,488	1/18	1,200,000 800,000 Adj. ⁽²⁾	19.26 12.84 Adj. ⁽²⁾
Average						\$10.68
Subject		R-2	1.945/ 84,724 1.796/ 78,234	---	---	---

⁽¹⁾Land area after lot line adjustment.

⁽²⁾\$1,200,000 sale price adjusted for site improvements totaling \$400,000 at the time of sale.

Sales Comparison Approach Discussion

The sale properties assembled are compared to the subject parcel with a conclusion of achievable price per square foot ultimately established for the subject property. When comparing the land sales assembled to the subject, the following factors are given particular consideration in the comparison process.

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Location
- Physical characteristics
 - Topography
 - Off-sites
 - Size
- Zoning

The land sales assembled as part of this analysis are compared to the subject based upon the elements specified. The sales included for comparative purposes are considered adequate in formulating a reasonable opinion of achievable market land value for the subject. The following provides a discussion of the comparison elements deemed most pertinent to our valuation of the subject land.

Property Rights Conveyed

To our knowledge, all of the property sales reportedly involved the conveyance of fee simple or leased fee title. As a result, the sales are regarded as similar to the subject in terms of property rights conveyed.

Financing Terms

The sales are indicative of cash transactions or purchases involving financing at market rates. Subsequent to review of the available information, financing is not determined to have a significant impact on sale price in the comparison process.

Conditions of Sale

The conditions of sale element of comparison is intended to consider the impact of any atypical motivation on the part of the buyer or seller with respect to the transactions presented. No atypical conditions of sale are noted among the sales data and are deemed similar to the subject with respect to this element of comparison.

Market Conditions

This comparison factor pertains primarily to date of sale considerations which are intended to reflect changes in market conditions which have taken place over time. The sales are examined based upon the direction of change between the sale date of the transactions and the effective date of this appraisal. Specific factors indicative of the market at the time the sales occurred are also reviewed. All of the sales are considered most similar in terms of market conditions based upon sale date relative to the effective date of this valuation.

Location

The subject is located in a primarily residential area a short distance north of the main downtown Ashland area. With this in mind, Sale No. 7 which is located in relatively close proximity to the main downtown area of Ashland is considered most similar in terms of location. The remaining sales exhibit slightly inferior locations as compared to the subject.

Topography

All the sales have similar topography as compared to the subject.

Off-Sites

Similar to the subject, each of the sale properties exhibit a necessary level of off-site improvements in order to support medium to high density residential development on each property. Therefore, the market sales are deemed similar to the subject in regard to the nature and extent of off-sites.

Size

The size range of the data is from 0.87 to 3.51 acres. By comparison, the subject individual land areas total 1.945 and 1.796 acres. Typically, smaller parcels generally command a higher per square foot price than larger sites with all other factors being equal. Therefore, when comparing the size of the subject to the sale properties, Sale Nos. 1, 2, and 7 are considered most similar, with Sale Nos. 4 and 6 considered inferior, and Sale Nos. 3 and 5 considered superior.

Zoning

The subject is zoned Low Density Residential (R-3) as administered by the City of Ashland. Like the subject, each of the sale properties exhibit zoning which allows for multi-family residential development at the properties. Sale Nos. 3 and 6 are considered most similar to the subject with regard to density limits. The remaining sales exhibit zonings which allow for high density limits considered slightly superior as compared to the subject.

As an aid in formulating the opinion of achievable per square foot pricing for the subject land, a qualitative analysis is prepared. This analysis documents the comparisons applied among the sale properties and the subject in regard to the elements discussed previously. Reference is made to the following qualitative analysis.

Quantitative Analysis

Sale No.	1	2	3	4	5	6	7
Property Rights Conveyed	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Financing Terms	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Conditions of Sale	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Market Conditions	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Location	Inf.	Inf.	Inf.	Inf.	Inf.	Inf.	Sim.
Physical Characteristics							
Topography	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Off-sites	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Size	Sim.	Sim.	Sup.	Inf.	Sup.	Inf.	Sim.
Zoning	Sup.	Sup.	Sim.	Sup.	Sup.	Sim.	Sup.

Based upon the comparisons applied among the sales data and the subject, the following represents the summary of the qualitative analysis which details the range of pricing indicators established for the sale properties in relation to the subject.

Qualitative Analysis Summary

Sale No.	Sale Date	Sale Price /Unit	Indicator
6	12/18	\$8.83	Low
2	10/21	9.98	Low
5	4/21 & 6/21	10.02	Low
3	9/21	10.69	Low
4	8/21	11.09	Medium
1	Listing	11.32 Adj,	Medium
7	1/18	12.84 Adj.	Medium

Conclusion

The multi-family land sales range from \$6.19 to \$12.84 per square foot with an overall average of \$10.68. The medium indicators form a tighter range of pricing from \$11.09 to \$12.84 per square foot with an average of \$11.75 per square foot. Based upon the market data reviewed, we conclude market land value for the subject to be within the range of \$11.50 to \$12.00 per square foot, or say \$11.75 per square foot. The following represents our conclusion pertaining to the market value of the subject land.

Land Supporting Building Improvements

84,724 Sq. Ft. @ \$11.75/Sq. Ft. \$995,507

Rounded to, \$995,000

Excess Land Supporting Briscoe Park

78,234 Sq. Ft. @ \$11.75/Sq. Ft. \$919,250

Rounded to, \$920,000

COST APPROACH

A replacement cost for the building components of the subject is derived from the Marshall Valuation Service (Marshall & Swift Publication Company) PC Version. Slight variances may exist among the direct construction cost indicated for the subject and the cost on a per square foot basis due to rounding as generated by the Marshall Valuation Service program. Adjustments are made where deemed appropriate based upon our knowledge of construction costs associated with developments similar to the subject. Depreciation was then applied utilizing 33 percent according to the Marshall & Swift Cost Manual based upon the age and condition of the building and 40 percent depreciation to account for external obsolescence due to the limited pool of buyers for a facility with the type of occupancy as a result of the current floor plans. Reference is made to the cost summary and calculation data presented on the following pages.

Cost Summary

Direct Construction Costs		
Briscoe School Building		
31,980 Sq. Ft. @ \$168.95/Sq. Ft. ⁽¹⁾		\$5,403,020
Briscoe Office Building		
2,000 Sq. Ft. @ \$154.87/Sq. Ft. ⁽¹⁾		309,740
Site Work ⁽²⁾		
50,744 Sq. Ft. @ \$6.00/Sq. Ft. ⁽³⁾		<u>304,464</u>
Total Direct Construction Costs		\$6,017,224
Indirect Costs (Construction-Related)		
Title, Legal and Third Party		
Reports @ 1.5%	say, \$90,000	
Taxes and Insurance During		
Construction @ 0.5%	say, 30,000	
City Permits & Fees @ 4.0% ⁽⁴⁾	say, <u>240,000</u>	
Total Construction-Related Indirect Costs		<u>360,000</u>
Subtotal		\$6,377,224
Indirect Costs (Development-Related)		
Developer's Profit & Overhead @10%	say, <u>640,000</u>	
Total Development-Related Indirect Cost		<u>640,000</u>
Total Replacement Cost New		\$7,017,224
Less Depreciation @ 73%		<u>5,122,574</u>
Subtotal		\$1,894,650
Plus: Value of Land Supporting Building Improvements		<u>995,000</u>
Subtotal		\$2,889,650

Less: Roof Replacement Cost ⁽⁵⁾	<u>450,000</u>
“As Is” Market Value by the Cost Approach	<u>\$2,439,650</u>
	Rounded to, <u>\$2,440,000</u>

(1) Marshall & Swift Cost Estimation Service PC Version.

(2) Site work includes costs associated with the site infrastructure, parking lot, and landscaping.

(3) Appraiser’s estimate based upon data collected from four recent new construction projects in the southern Oregon area.

(4) Appraiser’s estimate.

(5) Reference to the Description of Improvements section.

12/3/2021

Summary Report

Page: 1

Estimate Number : 869
 Policy Number : Job No. 4881
 Property Owner : Briscoe School
 Property Address : 265 North Main Street
 Property City : Ashland
 State/Province : Oregon
 ZIP/Postal Code : 97520

Section 1

Occupancy	Class	Height	Rank
100% Elementary School (Entire)	Masonry bearing walls	12.00	2.0
Total Area	: 31,980		
Number of Stories (Section)	: 1.00		
Shape	: 2.00		

Components	Units/%	Other
Exterior Walls:		
Brick, Solid	100%	

Cost as of 04/2021

	Units/%	Cost	Total
Basic Structure			
Base Cost	31,980	124.78	3,990,464
Exterior Walls	31,980	31.64	1,011,847
Heating & Cooling	31,980	12.53	400,709
Basic Structure Cost	31,980	168.95	5,403,020
Less Exclusions			
Foundation Below Ground	3.1%		167,494
Piping Below Ground	1.0%		54,030
Insurable Replacement Cost	31,980	162.02	5,181,496

Cost Data by Marshall & Swift

12/3/2021

Summary Report

Page: 1

Estimate Number : 870
 Policy Number : Job No. 4881
 Property Owner : Briscoe School (Office)
 Property Address : 265 North Main Street
 Property City : Ashland
 State/Province : Oregon
 ZIP/Postal Code : 97520

Section 1

Occupancy	Class	Height	Rank
100% Office Building	Masonry bearing walls	12.00	2.0
Total Area	: 2,000		
Number of Stories (Section)	: 1.00		
Shape	: 2.00		

Components	Units/%	Other
Exterior Walls:		
Brick, Solid	100%	

Cost as of 04/2021

	Units/%	Cost	Total
Basic Structure			
Base Cost	2,000	105.31	210,620
Exterior Walls	2,000	39.15	78,300
Heating & Cooling	2,000	10.41	20,820
Basic Structure Cost	2,000	154.87	309,740
Less Exclusions			
Foundation Below Ground	2.7%		8,363
Piping Below Ground	1.0%		3,097
Insurable Replacement Cost	2,000	149.14	298,280

Cost Data by Marshall & Swift

SALES COMPARISON APPROACH

The sales comparison approach is the process of analyzing sales of similar-use properties in order to formulate a probable sale price per square foot for the subject. Commercial properties including owner-occupied and leased investments similar to the subject typically vary due to several factors including the following:

- Nature and extent of interior improvements
- Variances in lease terms
- Variances in regard to overall quality and condition
- Location differences
- Anticipated revenues upon tenant rollover
- Overall investment appeal

In order to derive a correlation between prevailing prices per square foot for commercial properties and the market value of the subject facility, a survey is conducted of market sales. Due to a lack of sales of similar properties in the local market area, the search is expanded on a regional basis. The information assembled from the market area is summarized, compared to the subject, accompanied by a discussion of notable differences, and followed by a conclusion of value as indicated by the sales comparison approach.

Building Sales Summary

Sale No.	Identification	Year Built	Bldg. Area /Sq. Ft.	Sale Date	Sale Price	
					Total	/Sq. Ft.
1	87326 McTimmons Ln. Bandon Source: CoStar Verification: Deed No. 2018-5092	1960	18,200	Listing	\$1,850,000 1,665,000 Adj.	\$101.65 91.48 Adj.
2	125 N. Main St. Canyonville Source: FMLS No. 220134706 Verification: Agent	1927	20,418	Listing	1,600,000 1,440,000 Adj.	78.36 70.53 Adj.
3	648 S. Ivy St. Medford Source: FMLS No. 220121832 Verification: Deed No. 2021-42051	1955	10,334	10/21	875,000	84.67
4	765 A St. Springfield Source: CoStar Verification: Deed No. 2021-6603	1949	17,685	1/21	785,000	44.39
5	16161 Burgess Rd. La Pine Source: CoStar Verification: Deed No. 2020-53361	2001	25,751	10/20	1,615,000	62.72
6	955 Kentucky Ave. Coos Bay Source: CoStar Verification: Deed No. 2020-8376	1998	28,200	8/20	3,000,000	106.38
7	3215 Fisher Rd. NE Salem Source: CoStar Verification: Deed No. 2019-4223	1977	12,260	7/19	1,100,000	89.72
	Average					\$78.56
	Subject	1951	33,980	---	---	---
		Avg.				

Sales Comparison Approach Discussion

An analysis of the building sales located within the market area provides an indication of the price per square foot opinion of market value for the subject as determined by this approach. The building sales summarized are compared in relation to the subject. The specific factors given consideration in the comparison process include the following:

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Location
- Physical characteristics
 - Quality/condition
 - Year built
 - Size

Subjective judgment is required when comparing the sales to the subject based upon the factors mentioned. In concluding an opinion of market value for the subject by the sales comparison approach, consideration is given to the range of pricing indicated by the market sales on a per square foot basis.

Comparisons among the sale properties and the subject are applied based upon the specific elements detailed. Following is a discussion of the comparison factors regarded as most pertinent to our analysis of the subject in this appraisal.

Property Rights Conveyed

To our knowledge, all of the market sales reportedly involved the conveyance of fee simple title. As a result, the sales are regarded as similar to the subject with respect to property rights conveyed.

Financing Terms

The sales are indicative of cash transactions or purchases involving financing at market rates. Subsequent to review of the available information, financing is not determined to have a significant impact on sale price in the comparison process. We are not aware of the financing terms of Sale Nos. 1 and 2 which are representative of two current listings.

Conditions of Sale

The conditions of sale element of comparison is intended to consider the impact of any atypical motivation on the part of the buyer or seller with respect to the transactions presented. Sale Nos. 1 and 2 are representative of two current listings as opposed to actual closed sale transactions and are therefore deemed superior to the subject due to the fact that typically a lower level of pricing than the listing price is

ultimately negotiated. As a result, a quantitative downward adjustment of 10 percent is applied to these two sales.

Market Conditions

This comparison factor pertains primarily to date of sale considerations which are intended to reflect changes in market conditions which have taken place over time. The sales are examined based upon the direction of change between the sale date of the transactions and the effective date of this appraisal. Specific factors indicative of the market at the time the sales occurred are also reviewed. All of the sales are considered indicative of prevailing market trends based upon the sale date relative to the effective date of this valuation.

Location

Primary considerations included in the location analysis are representative of the following:

- Quality and nature of surrounding development
- Property prominence and access
- Proximity to major transportation routes
- Market demographics

The subject is located in a primarily residential area a short distance north of the main downtown Ashland area. With this in mind, Sale No. 7 exhibits a location relatively similar to the subject, while the remaining sales exhibit inferior locations as compared to the subject.

Physical Characteristics

The primary physical characteristics examined in the sales analysis include the following:

- Quality/condition
- Year built
- Size

In terms of overall project quality and condition, Sale Nos. 2, 3, and 4 are considered relatively similar with the remaining sales considered slightly superior.

The subject buildings were constructed in 1946 and 1997. We have utilized a weighted average year built of 1951. Among the market data, Sale Nos. 1, 3, and 4 are considered most similar, with Sale No. 2 considered inferior, and the remaining sales considered superior with respect to year built.

Typically, larger projects tend to sell for lower per square foot prices than smaller facilities with all other factors being equal. The total building area of the subject totals 33,980 square feet. Based upon this traditional premise, Sale Nos. 5 and 6 are considered most similar and the remaining sales are considered superior.

Conclusion

In concluding an opinion of market value for the subject by the sales comparison approach, consideration is given to the level of pricing indicated by the market sales on a per square foot basis. As an aid in determining the level of achievable pricing for the subject, a qualitative analysis of the market sales with respect to the elements discussed previously is detailed in the following analysis.

Qualitative Analysis

Sale No.	1	2	3	4	5	6	7
Property Rights Conveyed	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Financing Terms	---	---	Sim.	Sim.	Sim.	Sim.	Sim.
Conditions of Sale	---	---	Sim.	Sim.	Sim.	Sim.	Sim.
Market Conditions	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Location	Inf.	Inf.	Inf.	Inf.	Inf.	Inf.	Sim.
Physical Characteristics							
Quality/Condition	Sup.	Sim.	Sim.	Sim.	Sup.	Sup.	Sup.
Year Built	Sim.	Inf.	Sim.	Sim.	Sup.	Sup.	Sup.
Size	Sup.	Sup.	Sup.	Sup.	Sim.	Sim.	Sup.

Based upon the comparisons applied among the sales data and the subject, the following represents our summary of the qualitative analysis which details the range of pricing indicators established for the market sales in relation to the subject.

Qualitative Analysis Summary

Sale No.	Sale Date	Sale Price /Sq. Ft.	Overall Indicator
4	1/21	\$44.39	Low
5	10/20	62.72	Low
2	Listing	70.53 Adj.	Low
3	10/21	84.67	Medium
7	7/19	89.72	Medium
1	Listing	91.48 Adj.	Medium
6	8/20	106.38	High

As indicated by the qualitative analysis summary, the sale properties are representative of low, medium, and high pricing indicators ranging from \$44.39 to \$106.38 per square foot with an average of \$78.56 per square foot. When looking at the medium indicators of pricing, which we believe are most representative of market pricing for the subject, a tighter range is formed from \$84.67 to \$91.48 with an average of \$88.62 per square foot. Based upon previously mentioned factors, we conclude achievable pricing for the subject to be within the range of \$85.00 to \$90.00 per square foot, or say \$87.50. This level of pricing is near the average of medium indicators and takes into particular consideration the rural location of the subject. Our value calculation is as follows:

33,980 Sq. Ft. @ \$87.50/Sq. Ft.	\$2,973,250
Less: Roof Replacement Cost ⁽¹⁾	<u>450,000</u>
“As Is” Market Value by the Sales Comparison Approach	<u>\$2,523,250</u>
	Rounded to, <u>\$2,520,000</u>

⁽¹⁾Reference to the Description of Improvements section.

CORRELATION AND FINAL VALUE CONCLUSION

Two of the three traditional approaches to value have been utilized in the determination of market value for the subject property. The "as is" value indicators established by the approaches incorporated into the scope of this appraisal assignment are as follows:

Excess Land Value

Land Sales by Comparison Approach	\$920,000
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School Buildings and Parking Lot

Cost Approach	\$2,440,000
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Sales Comparison Approach	\$2,520,000
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Cost Approach

This approach includes all costs associated with direct and indirect construction. The cost approach is commonly a reasonable indicator of value for new or proposed construction. However, given the unique nature of the subject facility, the cost approach is applied as part of the scope of this valuation.

Sales Comparison Approach

The sales comparison approach is a process in which sales of similar-use properties are analyzed in order to formulate a sale price per square foot for the subject. Although subjective judgment exists in valuing properties of this type, the market data assembled is of a nature whereby reasonable comparisons among the data and the subject property could be applied in this approach. The opinion of market value formulated for the subject by the sales comparison approach is considered appropriate and does provide support to the overall opinion of final value.

Conclusion

School Buildings and Parking Lot Value

Based upon the valuation methods utilized, both approaches have merit when determining a market value conclusion for the subject property. Therefore, the

“as is” market value of the **fee simple interest** in the subject school buildings and parking lot is concluded to be \$2,480,000.

The Entire Subject Property Value

The entire subject property value is inclusive of both the school buildings and parking lot value (\$2,480,000) as well as the excess land value (\$920,000). Therefore, the “as is” market value of the **fee simple interest** in the entire subject property is concluded to be \$3,400,000.

VALUATION

Based upon the studies and examinations made, the opinions are formed subject to the limiting conditions and assumptions stated herein, that the "as is" market value of the **fee simple interest** in the subject property as well as the school buildings/parking lot component based upon economic and market conditions effective as of November 17, 2021 are as follows:

"As Is" Market Value – Entire Property (November 17, 2021)

THREE MILLION FOUR HUNDRED THOUSAND DOLLARS

\$3,400,000

"As Is" Market Value – School Buildings/Parking Lot (November 17, 2021)

TWO MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS

\$2,480,000

The opinions of market value stated herein pertain solely to the real property and do not include the value of operational personal property such as furniture, fixtures, and equipment (FF&E) or intangible items such as business value.

ASSUMPTIONS AND LIMITING CONDITIONS

This report is made expressly subject to the following assumptions and limiting conditions:

1. No responsibility is assumed by the appraisers for matters which are legal in nature.
2. No opinion of title is rendered, and the property is appraised as though free of all encumbrances and the title marketable.
3. The appraisal covers the property described only, and the legal description is assumed to be correct.
4. No survey of the boundaries of the property has been made. All areas and dimensions furnished to the appraisers are assumed to be correct.
5. Information concerning market and operating data, as well as data pertaining to the property appraised, was obtained from others and/or based on observation. This information has been verified and checked, where feasible, and is used in this appraisal only if it is believed to be reasonably accurate and correct. However, such information is not guaranteed, and no liability is assumed resulting from possible inaccuracies or errors regarding such information or estimates.
6. The data contained herein comprises the pertinent data considered necessary to support the value estimates. We have not knowingly withheld any pertinent facts, but we do not guarantee that we have knowledge of all factors which might influence the value of the subject property. Due to rapid changes in the external factors, the value estimates are considered reliable only as of the effective date of the appraisal.
7. The appraisers assume there are no hidden or unapparent conditions of the property, subsoil, or structures, that would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering required to discover such factors. It is assumed no soil contamination exists as a result of chemical drainage or leakage in connection with any production operations on or near the property. In addition, the existence (if any) of potentially hazardous materials, such as asbestos, used in the construction or maintenance of the improvements or disposed of on-site, has not been considered. The

undersigned appraisers acknowledge they are not qualified to render an opinion with regard to the presence of toxic materials, and recommend an environmental scientist be retained to determine the exact status of the property. No environmental impact studies were requested nor performed with regard to this appraisal, and the appraisers hereby reserve the right to alter, amend, revise, or rescind any portion of the value or opinions expressed herein based on any subsequent data discovered which could significantly impact the market value of the property.

8. The distribution of total valuation estimate in this report between land and improvements (if any) applies only under the existing or reported program of utilization. The separate valuation for land and improvements (if present) must not be used in conjunction with any other appraisal and is invalid if so used.
9. The assumption has been made that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
10. The property is appraised as though operated under competent and responsible ownership and management.
11. Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell for such amounts. It assumes there is full compliance with all applicable federal, state, local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless nonconformity has been stated, defined, and considered in the appraisal report.
13. The appraisers are not required to give testimony or to be in attendance in court or before other legal authority by reason of this appraisal without prior agreement and arrangement between the Client and appraisers.
14. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or RM designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, prospectus for securities, or any other public means of communication without prior written consent and approval of the appraisers.
16. The appraisers assume no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.
17. The liability of the appraisers' company, its owner and staff, is limited to the Client only. There is no accountability, obligation, or liability to any third party. The appraisers are in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally.
18. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA in estimating the value of the property has not been considered.

CERTIFICATION

The undersigned appraisers certify that they have personally examined and appraised the Briscoe School property located at 265 North Main Street in Ashland, Oregon; and to the best of their knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal unbiased professional analyses, opinions, and conclusions.
3. We have no past, present, or prospective direct or indirect interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a required minimum valuation, a specific valuation, or the approval of a loan.
7. We are competent to appraise the property that is the subject of this report based on our previous experience appraising similar type properties.
8. The reported analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the effective date of this report, Gregory S. Schuler and David M. Matlock have completed the certification requirement with respect to continuing education for certified general appraisers within the State of Oregon. As of the date of this

report, Gregory S. Schuler has completed the continuing education program for Practicing Affiliates of the Appraisal Institute.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. Gregory S. Schuler and David M. Matlock find the content and conclusions of the appraisal and the report were prepared in accordance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute. Gregory S. Schuler and David M. Matlock have made a personal interior and exterior inspection of the subject property and exterior inspections of the majority of the market properties.
13. No one provided significant appraisal or appraisal review assistance to the person(s) signing this certification.
14. The appraisers have performed no services, as appraisers, 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.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2023



DAVID M. MATLOCK
Oregon State Certified General Appraiser
License No. C001357
Expiration Date: February 28, 2022

ADDENDA

Subject Photographs

Street Scenes



Northerly

Views along North Main Street at the subject frontage

Southerly





Westerly

Views along Manzanita Street at the subject frontage

Easterly





Northerly

Views along High Street at the subject frontage

Southerly





Westerly

Views along South Laurel Street at the subject frontage

Easterly



Exterior Photographs













Interior Photographs

























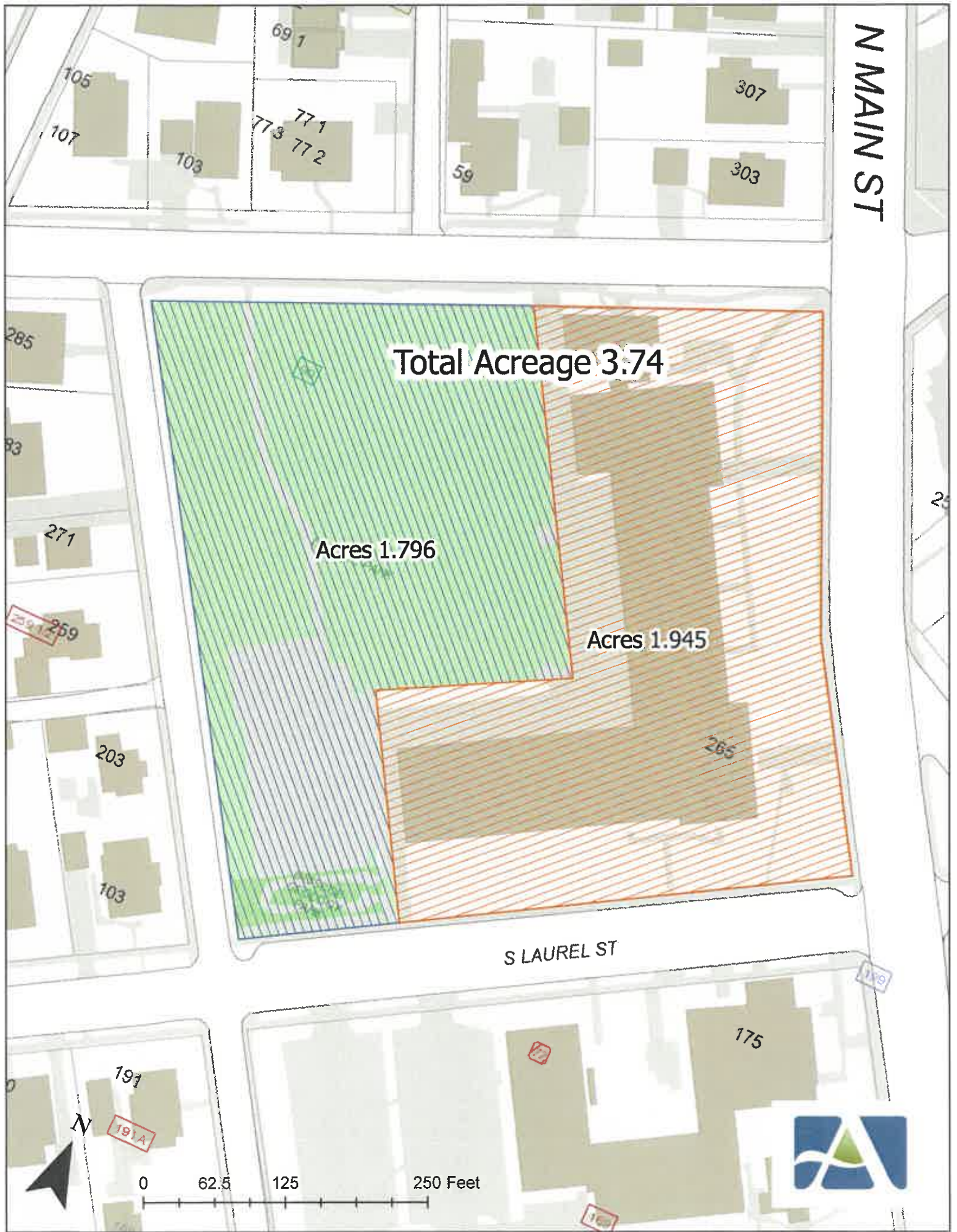
Excess Land Supporting Briscoe Park





Subject Partition Diagram

N MAIN ST



Sale Photographs



Sale No. 1



Sale No. 2



Sale No. 3



Sale No. 4



Sale No. 5



Sale No. 6



Sale No. 7

Personal Services Agreement

FORM #3

CITY OF ASHLAND

A request for a Purchase Order
REQUISITION

Date of request: 10/15/2021
Required date for delivery: _____

Vendor Name: Cascade Charter Company, LLC
Address, City, State, Zip: 2800 Biddle Road Medford, OR 97504
Contact Name & Telephone Number: Gregory Schuler 541-776-7530
Email address: _____

SOURCING METHOD

<input type="checkbox"/> Exempt from Competitive Bidding Reason for exemption: _____ <input type="checkbox"/> AMC 2.50 <input type="checkbox"/> Written quote or proposal attached	<input type="checkbox"/> Invitation to Bid Date approved by Council: _____ (Attach copy of council communication)	<input type="checkbox"/> Emergency <input type="checkbox"/> Form #13, Written findings and Authorization <input type="checkbox"/> Written quote or proposal attached (If council approval required, attach copy of CC)
<input type="checkbox"/> Small Procurement Not exceeding \$5,000 <input type="checkbox"/> Direct Award <input type="checkbox"/> Verbal/Written bid(s) or proposal(s)	<input type="checkbox"/> Request for Proposal Date approved by Council: _____ (Attach copy of council communication) <input type="checkbox"/> Request for Qualifications (Public Works) Date approved by Council: _____ (Attach copy of council communication)	<input type="checkbox"/> Cooperative Procurement <input type="checkbox"/> State of Oregon Contract # _____ <input type="checkbox"/> State of Washington Contract # _____ <input type="checkbox"/> Other government agency contract Agency _____ Contract # _____
<input type="checkbox"/> Intermediate Procurement GOODS & SERVICES Greater than \$5,000 and less than \$100,000 <input type="checkbox"/> (3) Written bids & solicitation attached <input type="checkbox"/> PERSONAL SERVICES Greater than \$5,000 and less than \$75,000 <input checked="" type="checkbox"/> Less than \$35,000, by direct appointment <input type="checkbox"/> (3) Written proposals & solicitation attached <input type="checkbox"/> Form #4, Personal Services \$5K to \$75K	<input type="checkbox"/> Sole Source <input type="checkbox"/> Applicable Form (#5, 6, 7 or 8) <input type="checkbox"/> Written quote or proposal attached <input type="checkbox"/> Form #4, Personal Services \$5K to \$75K <input type="checkbox"/> Special Procurement <input type="checkbox"/> Form #9, Request for Approval <input type="checkbox"/> Written quote or proposal attached Date approved by Council: _____ Valid until: _____ (Date)	<input type="checkbox"/> Intergovernmental Agreement Agency _____ <input type="checkbox"/> Annual cost to City does not exceed \$25,000. Agreement approved by Legal and approved/signed by City Administrator. AMC 2.50.070(4) <input type="checkbox"/> Annual cost to City exceeds \$25,000, Council approval required. (Attach copy of council communication)

Description of SERVICES	Total Cost
Appraisal of City owned properties (Briscoe School)	\$ 5,475.00

Item #	Quantity	Unit	Description of MATERIALS	Unit Price	Total Cost

Per attached quote/proposal

Project Number _____ Account Number 0 8 2 4 0 0 - 6 0 4 1 0 0

Account Number _____ Account Number _____

TOTAL COST
\$ _____

*Expenditure must be charged to the appropriate account numbers for the financials to accurately reflect the actual expenditures.

IT Director in collaboration with department to approve all hardware and software purchases: _____
IT Director _____ Date _____ Support -Yes/ No _____

By signing this requisition form, I certify that the City's public contracting requirements have been satisfied.

Employee: Jamie DeMille - Campos Department Head: [Signature] 10/15/21
(Equal to or greater than \$5,000)

Department Manager/Supervisor: _____ City Administrator: _____
(Equal to or greater than \$25,000)

Funds appropriated for current fiscal year: YES / NO _____
Finance Director- (Equal to or greater than \$5,000) _____ Date _____

Comments: _____

PERSONAL SERVICES AGREEMENT (LESS THAN \$25,000.00)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-4006</p>	<p>PROVIDER: Cascade Charter Company, LLC PROVIDER'S CONTACT: Gregory Schuler ADDRESS: 2800 Biddle Road Medford, Oregon 97504 PHONE: (541) 776-7530</p>
---	---

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") AND Cascade Charter Company, LLC. (a foreign business corporation) ("hereinafter "Provider"), for appraisal of City owned property (Briscoe School,).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than April 3, 2021.
- 2. Scope of Work:** Consultant will provide appraisal of City owned property (Briscoe School) as more fully set forth in the Consultant's Proposal dated October 14, 2021, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
6. **Compensation:** City shall pay Consultant the sum of **\$5,475.00 (five thousand four hundred seventy-five dollars)** as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of **\$5,475.00 (five thousand four hundred seventy-five dollars)** without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$22,310.46 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature to the extent arising out of or incident to the negligent acts, or errors or omissions in the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
 - a. **Mutual Consent.** This Agreement may be terminated at any time by the mutual consent of both parties.

- b. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. For Default or Breach.
 - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. Obligation/Liability of Parties. Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to

the termination date if such Work was performed in accordance with this Agreement.

12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.
13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
 - a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. Professional Liability insurance with a combined single limit, or the equivalent, of \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
 - c. General Liability insurance with a combined single limit, or the equivalent, of \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. Automobile Liability insurance with a combined single limit, or the equivalent, of \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory, excluding Professional Liability and Workers Compensation. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work

under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested, complete redacted copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. **Standard of Care:** The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services during the time said services are performed. CONSULTANT will reperform any services not meeting this standard without additional compensation.
16. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
17. **Consultant's Compliance With Tax Laws:**
 - 17.1 Consultant represents and warrants to the City that:
 - 17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
 - 17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
18. **Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable

commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:
Public Works Department
Attn: Contract Administrator
20 East Main Street
Ashland, Oregon 97520

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

If to Consultant:
Cascade Charter Company, LLC.
2800 Biddle Road
Medford, Oregon 97504


19. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriations Clause.** Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
22. **THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER,**


CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. **Certification.** Consultant shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

CITY OF ASHLAND:

**CASCADE CHARTER COMPANY, LLC
(CONSULTANT):**

By: 
City Administrator
PUBLIC WORKS DIRECTOR
SCOTT FREELY
Printed Name
10/15/21
Date

By: 
Signature
Gregory S. Schular
Printed Name
Managing Member
Title
October 15, 2021
Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

EXHIBIT A

From: Greg Schuler <gschuler@cascadecharter.com>
Sent: Thursday, October 14, 2021 8:45 AM
To: Scott Fleury <scott.fleury@ashland.or.us>
Cc: levison@cascadecharter.com
Subject: OCDC building and park land

[EXTERNAL SENDER]

Good morning Scott. The fee for the appraisal will be \$5475. Given the upcoming Thanksgiving Holiday the timing will be 45 days from execution of the City of Ashland's contract.

Let me know if this is acceptable to the city. Please copy Emails on this assignment to Brooke Levison at our office at the Email above.

Thanks for RFP.

Respectfully Submitted,

Greg Schuler

Managing Member

Gregory S Schuler
Cascade Charter Company LLC
2800 Biddle Road
Medford, Oregon 97504
541 776-7530 Office
541 842-2873 Fax
541 844- 5700 Cell

EXHIBIT B

CITY OF ASHLAND, OREGON

**City of Ashland
LIVING
WAGE**

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

\$15.96 per hour, effective June 30, 2021.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.



Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$22,310.46 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of \$22,310.46.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

**CITY OF
ASHLAND**

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the degree of skill and diligence normally employed by professional engineer standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

Appraisal
6065

- (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Joseph G. Barber
Consultant's signature

October 15, 2021
Date

QUALIFICATIONS

GREGORY S. SCHULER

Employment

1981 to Present: Principal with Cascade Charter Company, LLC (or other related companies) in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

2004 to 2007: CEO of First Charter Companies in Jacksonville and Medford, Oregon. First Charter Real estate development, construction, and marketing.

1994 to 2000: Secretary/Treasurer of Commercial Real Estate Advisors, Inc. (CRA), Medford, Oregon. Commercial and retail real estate development, construction, and leasing.

1976 to 1980: Pulver & Leever Commercial Real Estate, Medford, Oregon. Real estate marketing specializing in commercial and industrial sales and leasing.

Professional Affiliations

State Certified General Appraiser:

Oregon	License No. C000268
California	License No. AG017213

Associate Member, Appraisal Institute

Licensed Real Estate Broker, State of Oregon. License No. 780401812

Appraisal Courses

- Uniform Standards of Professional Appraisal Practice
- Basic Valuation Procedures
- Small Hotel/Motel Valuation
- Federal Land Exchanges
- Technical Inspection of Real Estate
- Appraisal Review – General
- General Appraiser Sales Comparison Approach
- Litigation Appraising: Specialized Topics and Applications
- Oregon Land Use Law
- Right of Way Appraisals
- Oregon Water Law
- Update and Review of Oregon Law and the Appraiser
- Identifying Comparable Properties
- Eminent Domain

Education

Bachelor of Science degree in Business and Marketing, Oregon State University, 1973.



Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

GREGORY S SCHULER
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD
MEDFORD, OR 97504

License No.: C000268

Issue Date: June 01, 2021

Expiration Date: May 31, 2023

Chad Koch, Administrator

QUALIFICATIONS DAVID M. MATLOCK

Employment

2012 to Present: Associate with Cascade Charter Company, LLC in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

Professional Affiliations

State Certified General Appraiser:

Oregon

License No. C001357

Appraisal Courses

Uniform Standards of Professional Appraisal Practice
Appraisal Principles
General Appraiser Market Analysis and Highest and Best Use
Real Estate Finance Statistics and Valuation Modeling
General Appraiser Site Valuation and Cost Approach
General Appraiser Sales Comparison Approach
General Appraiser Income Approach
Small Hotel/Motel Valuation
Comparative Analysis
Commercial Appraisal Review
Expert Witness for Commercial Appraisers

Education

Bachelor of Science degree in Business Management, Southern Oregon University.



Appraiser Certification and Licensure Board

State Certified General Appraiser

28 hours of continuing education required

License No.: C001357

Issue Date: March 01, 2020

Expiration Date: February 28, 2022

DAVID M MATLOCK
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD
MEDFORD, OR 97504

Chad Koch, Interim Administrator

APPRAISAL OF:

Imperatrice Property
Jackson County
(Ashland), Oregon

Prepared For:
City of Ashland

Report Date:
March 28, 2025

Date of Value:
March 14, 2025



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Addenda

- Subject Photographs
- Personal Services Agreement

Qualifications

March 28, 2024

Mr. Michael Morrison
Operations Deputy Director
City of Ashland
Public Works
90 North Mountain Avenue
Ashland, Oregon 97520

Reference: Appraisal of the Lowland Area (Irrigated) and Upland Area (Non-Irrigated) of the Imperatrice Property located in Jackson County (Ashland), Oregon. Our File No. 5140.

Dear Mr. Morrison:

In response to your request, we have personally examined and appraised the Lowland Area (Irrigated) and Upland Area (Non-Irrigated) of the Imperatrice Property located in Jackson County (Ashland), Oregon. The purpose of this appraisal is to set forth our opinions relative to the “as is” market value of the **fee simple interest** in the subject property components. It is our understanding the appraisal report will be utilized by authorized representatives of the City of Ashland for internal decision making purposes. No other purpose, use, or users of this appraisal report are authorized or intended.

This appraisal report is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP); the Financial Institution’s Reform, Recovery, and Enforcement Act of 1989 (FIRREA); and Chapter 12 Code of Federal Regulation Part 34 (12CFR34) of the Office of the Comptroller of the Currency titled, “Real Estate Appraisals.” This report is also prepared within the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Interagency Appraisal and Evaluation Guidelines (effective December 10, 2010). This appraisal assignment is not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.

Reference is made to the **extraordinary assumptions** presented within this appraisal report. If any of these assumptions are ultimately found to be false, the opinions of market value and appraisal assignment results stated herein could be affected.

Based upon the studies and examinations made, the opinions are formed subject to the limiting conditions and assumptions stated herein, that the “as is” market value of the **fee simple interest** in the subject property components based upon economic and market conditions effective as of March 14, 2025 are as follows:

“As Is” Market Value – Lowland Area (March 14, 2025)

TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS

\$2,450,000

“As Is” Market Value – Upland Area (March 14, 2025)

ONE MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS

\$1,560,000

The following is a real property appraisal report which summarizes the description, market data, and value analyses which form the primary basis for the opinions of market value as stated in this report.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2025



DAVID M. MATLOCK
Oregon State Certified General Appraiser
License No. C001357
Expiration Date: February 28, 2026

PURPOSE OF APPRAISAL

The purpose of this appraisal is to set forth our opinions relative to the "as is" market value of the **fee simple interest** in the subject property components.

CLIENT/INTENDED USE/USERS OF THE APPRAISAL

The client of this appraisal assignment is the City of Ashland. It is our understanding that the intended use of this appraisal is for internal decision making purposes. The intended users of this appraisal document are authorized representatives of the City of Ashland. No other purpose, use, or users of the appraisal report are authorized or intended.

DATE OF VALUE

The opinions of "as is" market values expressed in this report are stated effective as of March 14, 2025 assuming economic and market conditions as existing on that date.

DATE OF INSPECTION

The subject property was physically inspected on March 14, 2025

PROPERTY RIGHTS APPRAISED

The property rights appraised herein pertain to the **fee simple interest** in the real property which represents the subject of this appraisal.

DEFINITIONS

Fee Simple Interest

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

Source: The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, 2022.

Extraordinary Assumption

“An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”

Source: The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, 2022 and USPAP, 2020-2021 Edition.

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 and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994. USPAP 2020-2021 Advisory Opinion 22, Lines 57-67.

SCOPE OF APPRAISAL

The scope of this appraisal has the primary function of researching pertinent information in developing opinions relative to “as is” market value of the **fee simple interest** in the subject property components. The appraisal service as detailed in this report is performed in such a manner that the results of the analyses, opinions, or conclusions formulated are that of a disinterested third party. In order to establish the opinions of market value as set forth in this report, the sales comparison approach or land value by comparison is utilized to appraise the subject land components. The scope of the process involved in the research, analysis, and presentation of the appraisal conclusion is inclusive of the following:

1. Discussions in order to accurately identify the nature and objective of the assignment;
2. A preliminary study is conducted in order to determine what information is required and the sources of the information; i.e., development consultants, title companies, real estate agencies, planning representatives, multiple listing services etc.;
3. General information relating to the subject region and specific data relating to the immediate subject area and the property itself is assembled;
4. An analysis of economic and demographic trends in the subject region is conducted;
5. Based on the market information reviewed, determinations are made in regard to the highest and best use of the property as vacant;
6. Market data are assembled pertaining to sales and rents for use in the various valuation approaches prepared for the subject. The sources of the market data primarily include the following:
 - Real estate database
 - County records
 - Representatives of local real estate agencies
 - Real estate appraisers
 - Property managers and ownership representatives

7. The subject property and market data are physically inspected with pertinent differences noted. In addition, the neighborhood boundaries of the subject are defined and the land use characteristics of the market area identified;
8. Summary information pertaining to the data assembled is presented in this report. The usefulness and applicability of the data collected are reviewed with comparisons applied where appropriate in relation to the subject property;
9. Unless stated otherwise, the market data presented in this report are verified with a buyer, seller, agent, or other representatives knowledgeable of the transactions;
10. The results of the valuation approach utilized are thoroughly examined and a reconciliation or correlation of final values concluded;
11. An appraisal is presented with supporting information categorized and placed into the appraisal work file; and,
12. The competency of the appraisers in terms of providing reasonable and supportable conclusions of market value is based upon experience in valuing properties having utility similar to the subject. This experience includes the appraisal of property types similar to the subject which are located within the local and regional market area which encompasses the subject community.

LEGAL DESCRIPTION

The complete legal description pertaining to the subject property was not available for our review. The property can be identified on Jackson County assessment records as the following:

Township	Range	Section	Tax Lot
38	1E	32	100
38	1E	32	200
38	1E	33	200
38	1E	28	500
38	1E	28	600
38	1E	28	700
38	1E	27	100

PROPERTY OWNERSHIP AND HISTORY

Fee title to the subject property is presently vested with the City of Ashland. To our knowledge, there have been no listings or market transfers of the subject property within the three-year period prior to the effective date of this appraisal.

EXPOSURE AND MARKETING TIME

Exposure time may be defined as follows:

- “1. The time a property remains on the market.
2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”

Source: The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, 2022 and USPAP, 2020-2021 Edition.

Marketing time may be defined as follows:

“An opinion of the amount of time it might take to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal.”

Source: The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, 2022.

It is noted that exposure time is presumed to precede the achievement of the market value conclusion as stated herein. The overall concept of reasonable exposure noted in the previous Definition of Market Value also assumes an adequate, sufficient, and reasonable effort in marketing. Additionally, marketing and exposure periods specifically associated with land similar to the subject are not directly identified by nationally recognized investor surveys such as PwC or Situs RERC. As a result, research through Flex Multiple Listing Service (FMLS) of agricultural land sales within the Jackson County market is conducted. The marketing time for the properties sold ranged between zero and 542 days with an average of 148 days, or 4.87 months over the past eight quarters.

Based upon the nature of the subject property, and the types of investors who would likely purchase a property such as the subject, an appropriate exposure and marketing period is estimated at six to 12 months for the subject land. This estimate takes into consideration the location of the market area, the status of the area economy and real estate market, and the particular characteristics of the property itself. In this instance, the estimated marketing and exposure periods are considered to be the same length of time for the subject.

LOCATION ANALYSIS

The subject property is located along Butler Creek Road and Eagle Mill Road in Jackson County, north of the city limits of Ashland, Oregon. Reference is made to the following map which depicts the location of the subject property relative to the surrounding region. Included in this location analysis are details regarding population, economy, and employment within Jackson County, as well as a description of the immediate surroundings of the subject property.



Ashland and Jackson County

The city of Ashland is located 14 miles north of the Oregon/California state line and 120 miles east of the Pacific Ocean. Ashland is the southernmost city in Jackson County and represents the arts and educational center of southern Oregon and northern California.

Ashland is situated in the foothills of the Siskiyou Mountains at the south end of a large river valley formed by the Rogue River and Bear Creek drainages. The Rogue Valley is surrounded on all sides by mountains including the Cascade and Siskiyou Ranges and the Umpqua Divide. Distances from Ashland to other notable cities are as follows:

Medford.....	15 miles northwest
Grants Pass	43 miles northwest
Eugene.....	180 miles north
Portland.....	294 miles north
Sacramento.....	292 miles south
San Francisco.....	387 miles south

Population

Population changes in Jackson County have been significant with strong growth occurring. From 1990 through 2023, the population of Jackson County increased by 76,362. Reference is made to the following summary which details population for the larger cities within the county as well as the unincorporated areas.

Historic Population

Year	Ashland	Medford	Central Point	Eagle Point	Unincorp.	Jackson County	Oregon
2023	21,457	90,887	19,666	9,955	61,066	222,762	4,296,626
2022	21,523	88,277	19,545	9,893	63,760	222,449	4,271,406
2021	21,554	87,353	19,702	9,854	65,110	222,622	4,266,620
2020	21,360	85,824	18,997	9,686	66,349	223,601	4,243,851
2019	20,960	81,465	18,365	9,260	70,050	221,290	4,236,400
2018	20,815	80,375	17,895	9,105	70,020	219,200	4,195,300
2017	20,700	79,590	17,700	8,930	69,125	216,900	4,141,100
2016	20,620	78,500	17,585	8,765	67,595	213,765	4,076,350
2015	20,405	77,655	17,485	8,695	66,150	210,975	4,013,845
2010	20,095	74,980	17,185	8,470	62,530	203,340	3,837,625
2005	20,730	70,855	15,571	7,496	59,950	194,515	3,628,700
2000	19,522	63,720	12,493	4,797	63,220	182,200	3,436,750
1990	16,252	47,021	7,512	3,022	59,831	146,400	2,842,321

Source: Population Research Center, Portland State University.

A significant factor influencing population growth in the area is the strong amenity value and livability of the Rogue Valley. During the last two decades, many retirees, semi-retirees, and working people have moved to the Rogue Valley from more

densely populated and congested areas due in large part to quality of life considerations.

Education

The Ashland public school district operates five schools in the area. Approximately 3,000 students attend three elementary, one middle, and one high school. The elementary schools provide an education from kindergarten to fifth grade. Ashland Middle School consists of grades six through eight, with Ashland High School providing educational services for students in grades nine through twelve.

Southern Oregon University is a regional, multi-purpose institution which was founded in 1869. The main campus is located in Ashland, with a branch campus in Medford. The University has a quarterly on-campus enrollment of approximately 5,500 undergraduate and graduate students. The University offers 35 bachelor and nine graduate degree programs in the Schools of Arts and Letters, Business, Science, Social Science, Education, and Health and Physical Education.

Cultural Activities

Located within the downtown plaza area of Ashland is the Oregon Shakespeare Festival (OSF). The Festival was founded in 1935 and is among the oldest and largest professional regional theater companies located in the United States. OSF is known worldwide for the quality of its productions and won a Tony award for outstanding achievement in regional theater and has also been named in Time Magazine as one of America's top five regional theaters. Attendance reaches over 360,000 annually. Overall, OSF contributes over \$113 million annually to the local economy. Approximately 88 percent of the festival audience reportedly travels over 125 miles to attend the performances.

Also located in the downtown area is the Oregon Cabaret Theater (OCT). The Cabaret is housed in an historic Baptist church, and has become a major part of the Ashland cultural scene. Since it opened in 1986, OCT has attracted almost a quarter of a million patrons to the intimate 140-seat theater. The Cabaret now draws regular customers from California and throughout the Pacific Northwest, as well as patrons from as far away as England and Japan.

Other notable cultural activities in the area include the Rogue Valley Symphony, which offers performances in Ashland as well as many other venues throughout the Rogue Valley.

Economy

Jackson County's economic base has historically been tied to five major industries: lumber and wood products, trade and service, government, tourism, and agriculture. Over the past decade, the economy has diversified away from lumber and wood products and grown significantly in terms of retail trade.

Lumber and Wood Products

The lumber and wood products industry has declined as an employment sector over the previous 20 years within Jackson County. Environmental issues, including survival of the Spotted Owl, opposition to cutting of old-growth timber, controversy concerning the appropriate level of sustainable yield from public lands, and expansion of wilderness areas all limited log supply. Previous timber-cutting practices, particularly by private companies, and continued log exports have further reduced supply. Lumber and wood products jobs have decreased due to scarce log supplies. As a result, several major wood products employers have reduced production or permanently closed their operations over the past two decades.

Agriculture

Agriculture remains an important component of the Jackson County economy. The remaining primary fruit packers in the Medford area include Harry and David, Associated Fruit Company, and Naumes of Oregon, Inc. The seasonal nature of agricultural employment has a direct impact in regard to fluctuations in Jackson County unemployment figures. The past expansion of residential development has also affected the local agricultural economy. Many old established orchards in the county have been removed in favor of future residential development. Continuing worldwide competition for the local fruit growers has also emerged.

Another important agricultural component of Jackson County is the wine industry. The moderate mountain valley climate in the area allows for a wide variety of intensely flavored wine grapes to be cultivated. The quality of the region's grapes provides an advantage for many of the local growers in making their own wines as well as finding regional wineries which will purchase the grapes. For example, Hillcrest

Orchards, one of Jackson County's oldest pear producers, replaced 80 acres of pear trees with vineyards.

Employment

The following table details employment figures for the Medford MSA by category for September 2024 with comparisons to the prior year.

**Medford MSA
Nonfarm Payroll and Employment**

	Sept. 2024	Sept. 2023	Change
Total NonFarm	90,770	90,840	-70
Total Private	78,640	79,430	-790
Mining/Logging/Construction	5,920	6,180	-260
Manufacturing	6,850	7,190	-340
Trade, Trans. & Utilities	19,470	20,330	-860
Information	950	940	10
Financial Activities	3,540	3,720	-180
Professional & Business Services	8,150	8,260	-110
Private Education & Health Services	20,140	19,210	930
Leisure & Hospitality	10,950	10,920	30
Other Services	2,670	2,680	-10
Government	12,130	11,410	720

Source: Oregon Employment Department, October 2024.

Employment Trends

Over the one year period, the private education and health services sector reported the largest increase in employment with the government; leisure and hospitality; and information sectors also reporting increases in employment. The remaining sectors reported decreases in employment with the largest decreases in the trade, transportation, and utilities; manufacturing; and mining/logging/construction sectors.

Unemployment

As of September 2024, the unemployment rate in the Medford MSA was 4.2 percent which is an increase from the September 2023 rate of 3.9 percent. Over

the one-year period, the civilian labor force increased from 106,458 to 107,885 with total employment increasing by 947. The following table summarizes civilian labor force statistics for the Medford MSA.

Medford MSA Employment/Unemployment

	Sept. 2024	Sept. 2023	Change
Civilian Labor Force	107,885	106,458	1,427
Total Employment	103,303	102,356	947
Total Unemployment	4,582	4,102	480
Unemployment Rate	4.2%	3.9%	---

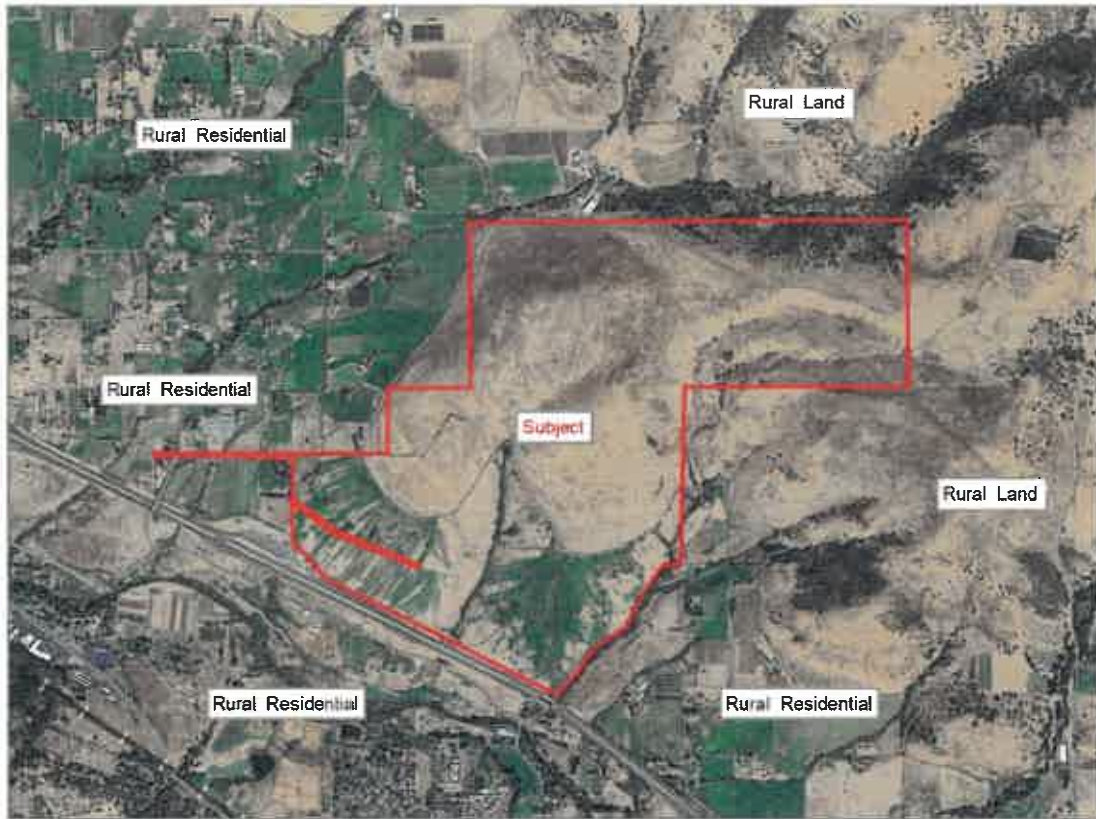
Source: Oregon Employment Department, October 2024.

Conclusions

Over the past two decades, population in the Jackson County area has increased and growth of the retirement sector has added employment opportunities in retail trade and health services. Additionally, a younger population is also finding the region to be an attractive place to raise their families. Based upon a further diversification of the area economy which was previously heavily dependent on the timber industry, future growth is ultimately expected for Jackson County and the entire Rogue Valley area. However, continued improvement in the local, regional, and national economies will be required in order to further stabilize the real estate market and provide the impetus for sustained economic and demographic growth in the future.

Immediate Surroundings

The subject property is located along Butler Creek Road and Eagle Mill Road in Jackson County, north of the city limits of Ashland, Oregon. Following is a graphic depiction of the immediate area surrounding the subject property.



Trend

The overall trend of development within the immediate surroundings is primarily representative of rural residential properties. The city of Ashland is located in the distance to the south.

Conclusion

No distinct foreseeable change in the land use characteristics of the immediate area is anticipated.

THE LAND

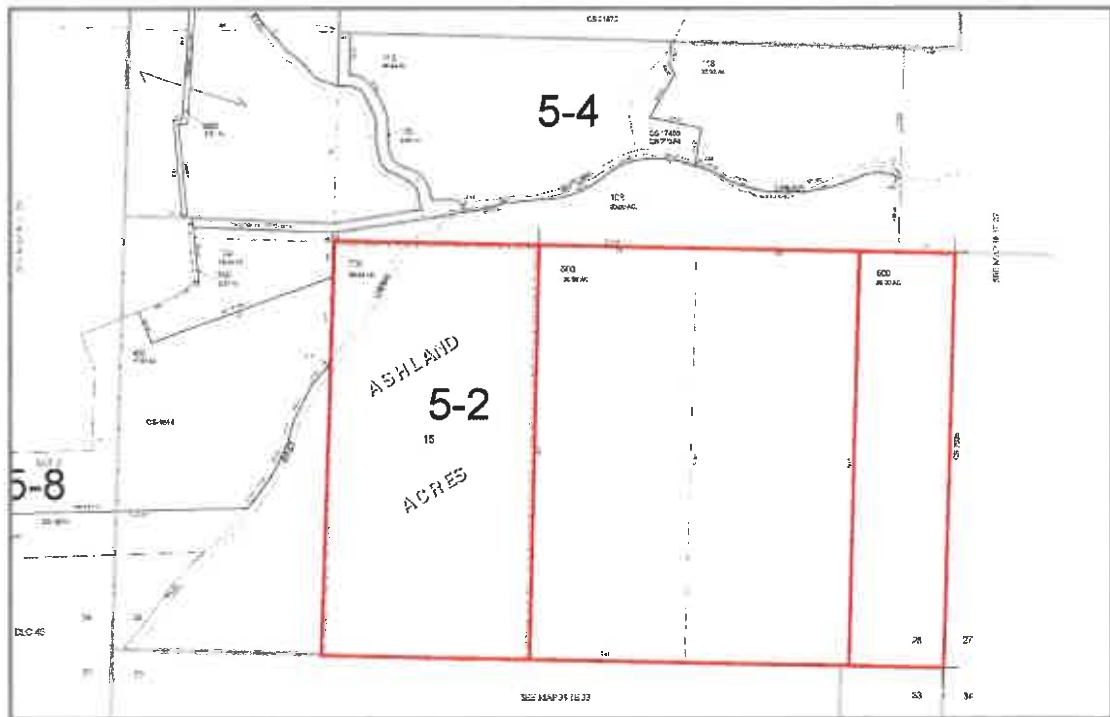
Location

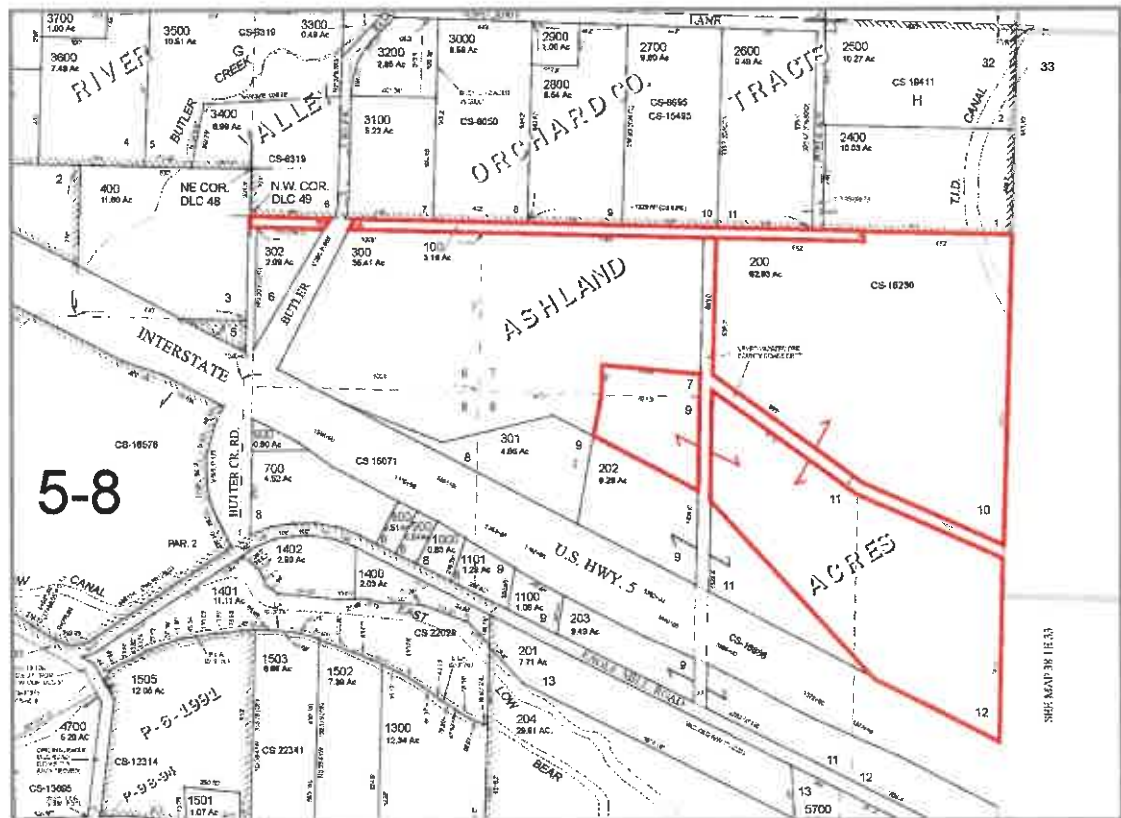
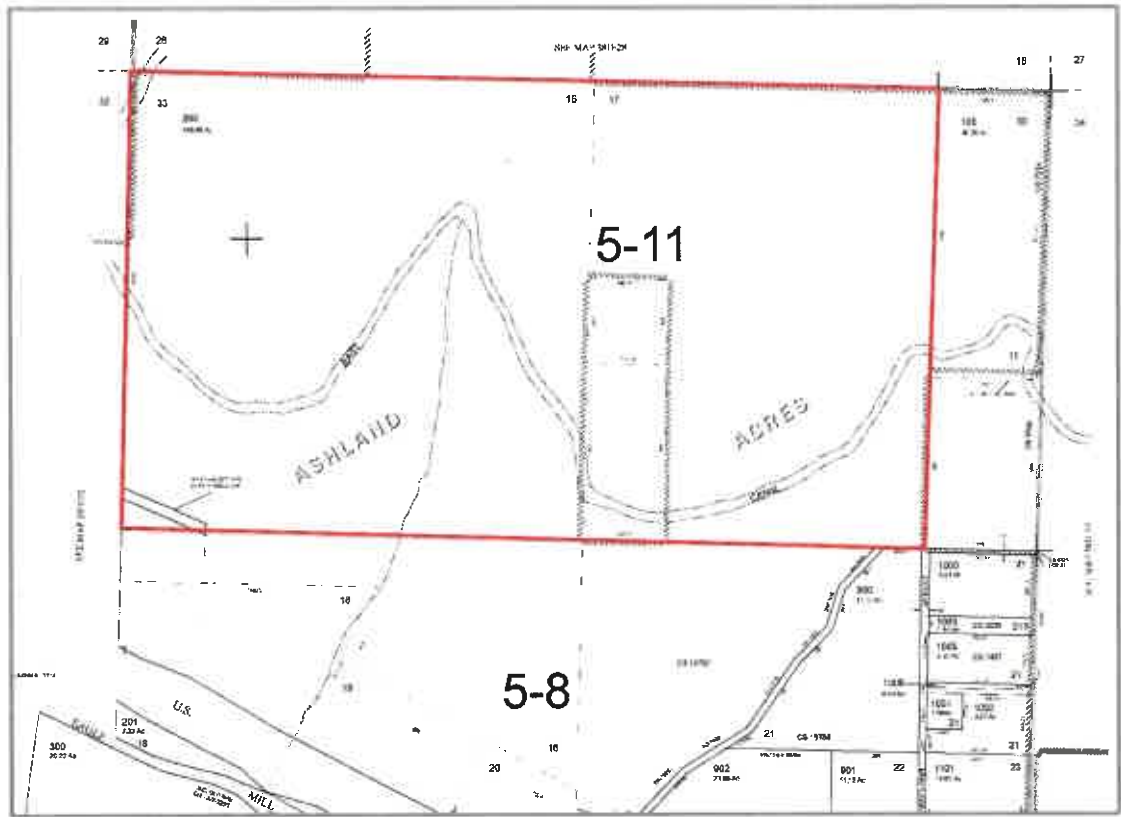
The subject property is located along Butler Creek Road and Eagle Mill Road in Jackson County, north of the city limits of Ashland, Oregon.

Shape and Size

The subject consists of seven contiguous tax lots which, when combined, are irregular in shape and total 876.02 acres based upon a review of Jackson County assessment records. Reference is made to the following aerial and plat maps for a graphic depiction of the subject sites. It should be noted that lines are approximate.





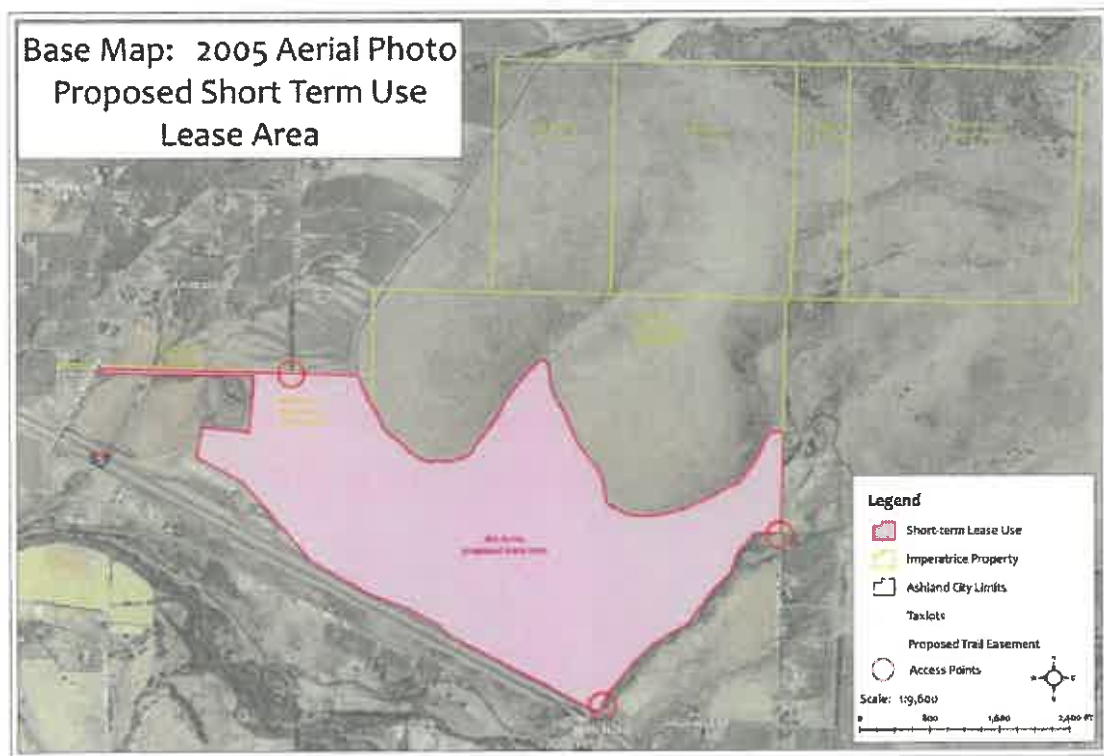


Land Allocation

The land use for the subject is allocated as follows:

Component	Acres
Lowland (Irrigated) Area	265.00
Upland (Non-Irrigated) Area	<u>611.02</u>
Total	876.02

Reference is made to the following depiction of the Lowland Area (in purple) as provided by the Client.



Topography

The subject exhibits varying degrees of sloping from moderate to steep.

Soils

No soils report has been provided for our review. This appraisal is subject to the **extraordinary assumption** that the soil is of sufficient load-bearing capacity to support the improvements. This opinion is supported by the historic existence of improvements on nearby parcels.

No adverse environmental hazards or contaminants pertaining to solids, liquids, or gases were observed at the property during our personal examination. This appraisal is based upon the **extraordinary assumption** that no toxic waste, groundwater contamination, or environmental problems exist at the property. In the event such problems did exist, the ultimate impact of such conditions could adversely influence the opinions of market value as stated herein. The identification of the absence or existence of any potential environmental problems is best determined by qualified engineers and is not considered to be within the scope of this appraisal assignment.

Utilities

Conversations with property representatives indicate there is electricity to the property, but no other public or private utilities extended onto the property.

Zoning

The subject is zoned Exclusive Farm Use (EFU) as administered by Jackson County.

The purpose of the EFU District is to conserve agricultural land, and implements the Oregon Agricultural Land Use Policy, ORS 215.243, Statewide Planning Goal 3 (Agricultural Lands).

The purpose of Statewide Planning Goal 3 is to preserve and maintain agricultural lands for farm use, consistent with existing and future needs for agricultural products, forest and open space and with the state's agricultural land use policy.

Easements and Encroachments

A preliminary title report was not provided for our review. Upon personal inspection of the subject property, it appears there are no adverse easements or encroachments which could potentially inhibit the overall utility or value of the property. This appraisal is subject to an **extraordinary assumption** that no adverse easements or encroachments exist at the subject. The identification of such is best determined by qualified individuals and is not considered to be within the scope of this appraisal assignment.

Flood Hazard

A review of the FEMA Map Nos. 41029C2202F and 41029C2204F, dated May 3, 2011, indicates the subject property is located within Flood Zone X, an area of minimal flood hazard. Reference is made to the following flood map.



Irrigation Rights

According to the Talent Irrigation District (TID), the subject Lowland Area site has water rights for irrigation of 164.30 acres of TID water rights.

Access

Ingress/egress to the subject property is provided from Butler Creek Road and Eagle Mill Road.

Streets

Butler Creek Road near the subject property is an asphalt paved rural roadway which extends primarily in an east-west direction. This roadway has two traffic lanes, one in each direction with overhead utility lines.

Eagle Mill Road near the subject property is an asphalt paved rural roadway which extends primarily in an east-west direction. This roadway has two traffic lanes, one in each direction with overhead utility lines.

Summary

The subject totals 876.02 acres zoned EFU with 265 acres allocated to the irrigated lowland component and 611.02 acres allocated to the remaining non-irrigate upland component. The subject exhibits varying degrees of sloping

topography. There is electricity connected to the subject and there are no apparent easements or encroachments that could adversely affect the utility of the property.

HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use of vacant land or an improved property which is physically possible, legally permissible, financially feasible, and results in the highest value. The four criteria examined in determining the highest and best use of the subject property include the following:

1. **Physically Possible** - A use for which the site is physically suitable or adaptable.
2. **Legally Permissible** - A use which is or will be permitted under existing or reasonably obtainable zoning regulations.
3. **Financially Feasible** - A use for which there is an economic, social, and/or market demand.
4. **Maximally Productive** - A use which is compatible with the nature and condition of surrounding land uses.

Based upon the criteria examined, it is our opinion that agricultural use represents the highest and best use of the subject property. This form of use of the land is consistent with current governmental constraints; the property is regarded as physically suitable in order to accommodate this form of development; this use is compatible with the trend of development in the area; and this form of development at the property provides a positive return to the land.

ASSESSED VALUATION AND TAXES

As a result of Oregon Ballot Measures 47 and 50 which limit taxable values and property taxes, real estate taxes in Oregon beginning in 1998 are based on a percentage of the real market value. The ballot measures also limit future tax increases to a maximum level of three percent per year.

Following is a summary of the real market value as derived by the Jackson County Assessor, the actual assessed value, and real property taxes at the subject.

Assessed Value and Taxes

Account No.	Map and Tax Lot	Real Market Value	Assessed Value*	Taxes
1-012687-6	38-1E-32, 100	\$5,850	\$311	\$4.60
1-012360-1	38-1E-32, 200	482,450	5,685	84.22
1-099558-9	38-1E-33, 200	465,260	12,869	149.52
1-012364-6	38-1E-33, 200	1,420,030	23,134	342.73
1-012339-2	38-1E-28, 500	180,290	8,362	94.60
1-012340-6	38-1E-28, 600	52,130	2,341	26.48
1-012341-4	38-1E-28, 700	119,160	5,352	60.52
1-009618-5	38-1E-27, 100	<u>182,080</u>	<u>5,281</u>	<u>59.73</u>
Total		<u>\$2,907,250</u>	<u>\$63,335</u>	<u>\$822.40</u>

*Includes special assessments.

This is presented for information purposes only and is not considered representative of market value as specified in this report.

LAND VALUE BY COMPARISON

The land value by comparison approach is the most common method utilized to determine land value. This method generally expresses land value on the basis of price per acre relative to purchase price. In order to formulate an opinion as to the market value of the subject land area, a search of public records and a field survey are conducted in the interest of identifying land transactions considered similar in various respects to the subject irrigated and non-irrigated EFU agricultural land. The market sales assembled for analysis as part of the determination of land value for the land area of the subject are presented as follows.

**Lowland Area
(Irrigated Component)**

Irrigated EFU Land Sales

Irrigated Land Sales Summary

Sale No.	Identification	Zoning	Acres/ % Irrigated	Sale Date	Sale Price	
					Total	/Acre
1	1675 White Schoolhouse Rd. 39-07-30, 1201 Cave Junction Source: FMLS No. 220176592 Verification: Deed No. 2024-3446	EFU	34.50/ 100%	4/24	\$622,500 372,500 Adj. ⁽¹⁾	\$18,043 10,797 Adj. ⁽¹⁾
2	4727 Fern Valley Rd. 38-1W-02, 200 & 204 Jackson County (Medford) Source: FMLS No. 220157287 Verification: Deed No. 2023-13416	EFU	212.37/ 22%	6/23	1,900,000	8,947
3	Sunrise Farms Clover Rd. at Foss Ln. 38-1W-27, 4400 and 38-1W-22C, 1000 Talent Source: FMLS No. 220136587 Verification: Deed No. 2023-2543	EFU	29.59/ 100%	2/23	355,000	11,997
4	Dark Hollow Rd. 38-2W-12B, 800 Medford Source: FMLS No. 220148868 Verification: Deed No. 2023-3383	EFU	25.96/ 99%	2/23	250,000	9,630
5	5012 Colver Rd. 38-1W-22B, 1200-1204 & 38-1W-15C, 1500 Phoenix Source: FMLS No. 220157776 Verification: Deed No. 2022-8424	EFU	65.57/ 99%	12/22	625,000	9,532
6	1052 Hanley Rd. 37-2W-21, 9900 & 37-2W-22, 2600 & 2800 Central Point Source: FMLS No. 220135524 Verification: Deed No. 2022-17740	EFU	67.44/ 100% ⁽²⁾	6/22	825,000	12,233

Irrigated Land Sales Summary

Sale No.	Identification	Zoning	Acres/ % Irrigated	Sale Date	Sale Price	
					Total	/Acre
7	5066 N. Foothill Rd. 36-1W-03, 1000 and 36-1W-34, 500 Jackson County (Medford) Source: FMLS No. 220120812 Verification: Deed No. 2021-24396	EFU	75.78/ 46%	6/21	625,000	8,248
	Average					\$10,198
	Subject	EFU	265.00/ 62%	---	---	---

⁽¹⁾Adjusted downward \$250,000 for cost of 10,000 square foot barn constructed in 2023.

⁽²⁾Includes 67.44 acres of water rights and 50.7 acres of water rights from an on-site pond.

Irrigated Land Sales Discussion

There are seven irrigated land sales in Jackson County that are presented. When comparing the land sales presented to the subject irrigated EFU land component, the following factors are given particular consideration in the comparison process:

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Location
- Physical characteristics
 - Size
 - Topography
 - Irrigation
- Zoning

The sales assembled for comparative purposes are analyzed based on the factors noted. A discussion of the comparison elements among the market data relative to the subject follows:

Property Rights Conveyed

To our knowledge, all of the market sales reportedly involved the conveyance of fee simple title at the time of purchase. As a result, the sales are regarded as similar to the subject with respect to property rights conveyed.

Financing Terms

The sales are indicative of cash transactions or purchases involving financing at market rates. Subsequent to a review of the available information, financing is not determined to have a significant impact on sale price in the comparison process.

Conditions of Sale

The conditions of sale element of comparison is intended to consider the impact of any atypical motivation on the part of the buyer or seller with respect to the transactions presented. No atypical conditions of sale are noted among the data and the data are deemed similar to the subject with respect to this element of comparison.

Market Conditions

This comparison factor pertains primarily to date of sale considerations which are intended to reflect changes in market conditions which have taken place over time. The sales are examined based upon the direction of change between the sale date of the transactions and the effective date of this appraisal. Specific factors indicative of the market at the time the sales occurred are also reviewed. The majority of the sales are considered indicative of prevailing market trends based upon the sale date relative to the effective date of this valuation. Sale No. 7 occurred in 2021 and in our opinion, represents a time period when the commercial real estate market exhibited slightly inferior market conditions compared to the current conditions.

Location

The subject is located a short distance from the Ashland city limits in close proximity to city accommodations. Additionally, the subject benefits from an elevated location providing expansive views of the surrounding area. With this in mind, all of the sales exhibit slightly inferior locations as compared to the subject.

Size

The size range of the data is from 25.96 to 212.37 acres. By comparison, the subject land totals 265.00 acres. Typically, smaller parcels generally command a higher per acre than larger sites with all other factors being equal. Therefore, when

comparing the size of the subject to the sale properties, Sale No. 2 is considered most similar and the remaining sales are considered superior.

Topography

In terms of overall topography, Sale Nos. 2, 4, and 7 exhibit varying degrees of sloping considered similar to the subject. The remaining sales exhibit generally level sites considered superior with regard to topography.

Irrigation

The subject is 62 percent irrigated. In terms of percent of irrigated land, the majority of the sales are considered superior to the subject. Sale Nos. 2 and 7 are considered inferior in terms of irrigation.

Zoning

The land transactions exhibit Exclusive Farm Use (EFU) zoning similar to the underlying zoning at the subject.

As an aid in formulating a land value opinion for the subject, a qualitative analysis is prepared. Reference is made to the following qualitative analysis of the irrigated land sales.

Qualitative Analysis

Data No.	1	2	3	4	5	6	7
Property Rights Conveyed	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Financing Terms	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Conditions of Sale	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Market Conditions	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Inf.
Location	Inf.	Inf.	Inf.	Inf.	Inf.	Inf.	Inf.
Physical Characteristics							
Size	Sup.	Sim.	Sup.	Sup.	Sup.	Sup.	Sup.
Topography	Sup.	Sim.	Sup.	Sim.	Sup.	Sup.	Sim.
Irrigation	Sup.	Inf.	Sup.	Sup.	Sup.	Sup.	Inf.
Zoning	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.

Based upon the comparisons applied among the sales data and the subject, the following represents our summary of the qualitative analysis which details the range of pricing indicators established for the sale properties in relation to the subject.

Irrigated Land Sales Qualitative Summary

Sale No.	Sale Date	Sale Price /Acre	Indicator
7	6/21	\$8,248	Low
2	6/23	8,947	Medium
5	12/22	9,532	Medium
4	2/23	9,630	Medium
1	4/24	10,797	High
3	2/23	11,997	High
6	6/22	12,233	High

As indicated by the sales, the range of pricing was from \$8,248 to \$12,233 with an average of \$10,198 per acre. When examining the medium indicators, a tighter range of pricing from \$8,947 to \$9,630 with an average of \$9,370 per acre is indicated. We conclude achievable per acre pricing for the subject irrigated land to be in the range of \$9,000 to \$9,500, or say \$9,250 per acre. The following presents our value calculations.

265.00 Acres @ \$9,250/Acre \$2,451,250

Rounded to, \$2,450,000

***Upland Area
(Non-Irrigated Component)***

Non-Irrigated EFU Land Sales

Non-Irrigated Land Sales Summary

Sale No.	Identification	Zoning	Acres	Sale Date	Sale Price	
					Total	/Acre
1	Hillcrest Rd. 16 Tax Lots Jackson County (Medford) Source: FMLS No. 220174442 Verification: Deed No. 2024-24255	EFU	1,340.00	11/24	\$2,350,000	\$1,754
2	Hillcrest Rd. 37-1E-30, 103 and 104 Jackson County (Medford) Source: FMLS No. 220184541 Verification: Deed No. 2024-21184	EFU	264.79	10/24	725,000	2,738
3	8309 Dead Indian Memorial Rd. 38-2E, 6603 Jackson County (Ashland) Source: FMLS No. 220163386 Verification: Deed No. 2024-14166	EFU	122.41	7/24	270,000	2,206
4	625 Cove Rd. 38-2E-27, 811 & 812 and 38-2E-26, 109 & 110 Jackson County (Ashland) Source: FMLS No. 220177328 Verification: Deed No. 2024-10198	EFU	321.10	5/24	525,000	1,635
5	Dead Indian Memorial Rd. 38-2E, 5500 Jackson County (Ashland) Source: FMLS No. 220159563 Verification: Deed No. 2023-5546	FR	200.46	3/23	675,000	3,367
6	2928 Dead Indian Memorial Rd. 38-2E, 8500 Jackson County (Ashland) Source: FMLS No. 220143247 Verification: Deed No. 2022-21243	OSR	157.27	7/22	540,000	3,434
7	1075 Baldy Creek Rd. 40-3E, 3800 Jackson County (Ashland) Source: FMLS No. 220142684 Verification: Deed No. 2022-15260	EFU	131.82	5/22	350,000	2,655
	Average					\$2,541
	Subject	EFU	611.02	---	---	---

Land Sales Discussion

When comparing the land sales presented to the subject non-irrigated EFU land component, the following factors are given particular consideration in the comparison process:

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Location
- Physical characteristics
 - Size
 - Topography
- Zoning

The sales assembled for comparative purposes are analyzed based on the factors noted. A discussion of the comparison elements among the market data relative to the subject follows:

Property Rights Conveyed

To our knowledge, all of the market sales reportedly involved the conveyance of fee simple title at the time of purchase. As a result, the sales are regarded as similar to the subject with respect to property rights conveyed.

Financing Terms

The sales are indicative of cash transactions or purchases involving financing at market rates. Subsequent to a review of the available information, financing is not determined to have a significant impact on sale price in the comparison process.

Conditions of Sale

The conditions of sale element of comparison is intended to consider the impact of any atypical motivation on the part of the buyer or seller with respect to the transactions presented. No atypical conditions of sale are noted among the data and the data are deemed similar to the subject with respect to this element of comparison.

Market Conditions

This comparison factor pertains primarily to date of sale considerations which are intended to reflect changes in market conditions which have taken place over

time. The sales are examined based upon the direction of change between the sale date of the transactions and the effective date of this appraisal. Specific factors indicative of the market at the time the sales occurred are also reviewed. All of the sales are considered indicative of prevailing market trends based upon the sale date relative to the effective date of this valuation.

Location

The subject is located a short distance from the Ashland city limits in close proximity to city accommodations. Additionally, the subject benefits from an elevated location providing expansive views of the surrounding area. With this in mind, all of the sales exhibit slightly inferior locations as compared to the subject.

Size

The size range of the data is from 122.41 to 1,340.00 acres. By comparison, the subject land totals 611.02 acres. Typically, smaller parcels generally command a higher per acre than larger sites with all other factors being equal. Therefore, when comparing the size of the subject to the sale properties, Sale No. 1 is considered inferior and the remaining sales are considered superior.

Topography

In terms of overall topography, all of the sales are considered generally similar to the subject with regard to topography.

Zoning

The land transactions exhibit zoning similar to the underlying zoning at the subject.

As an aid in formulating a land value opinion for the subject, a qualitative analysis is prepared. Reference is made to the following qualitative analysis of the irrigated land sales.

Qualitative Analysis

Data No.	1	2	3	4	5	6	7
Property Rights Conveyed	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Financing Terms	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Conditions of Sale	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Market Conditions	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Location	Inf.	Inf.	Inf.	Inf.	Inf.	Inf.	Inf.
Physical Characteristics							
Size	Inf.	Sup.	Sup.	Sup.	Sup.	Sup.	Sup.
Topography	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Zoning	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.

Based upon the comparisons applied among the sales data and the subject, the following represents our summary of the qualitative analysis which details the range of pricing indicators established for the sale properties in relation to the subject.

Non-Irrigated Land Sales Qualitative Summary

Sale No.	Sale Date	Sale Price /Acre	Indicator
4	5/24	\$1,635	Low
1	11/24	1,754	Low
3	7/24	2,206	Medium
7	5/22	2,655	Medium
2	10/24	2,738	Medium
5	3/23	3,367	High
6	7/22	3,434	High

As indicated by the sales, the range of pricing was from \$1,635 to \$3,434 with an average of \$2,541 per acre. When examining the medium indicators, a tighter range of pricing from \$2,206 to \$2,738 with an average of \$2,533 per acre is indicated.

We conclude achievable per acre pricing for the subject non-irrigated EFU land to be in the range of \$2,500 to \$2,600, or say \$2,550 per acre. The following presents our value calculation.

611.02 Acres @ \$2,550/Acre

\$1,558,101

Rounded to, \$1,560,000

VALUATION

Based upon the studies and examinations made, the opinions are formed subject to the limiting conditions and assumptions stated herein, that the "as is" market value of the **fee simple interest** in the subject property components based upon economic and market conditions effective as of March 14, 2025 are as follows:

"As Is" Market Value – Lowland Area (March 14, 2025)

TWO MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS

\$2,450,000

"As Is" Market Value – Upland Area (March 14, 2025)

ONE MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS

\$1,560,000

ASSUMPTIONS AND LIMITING CONDITIONS

This report is made expressly subject to the following assumptions and limiting conditions:

1. No responsibility is assumed by the appraisers for matters which are legal in nature.
2. No opinion of title is rendered, and the property is appraised as though free of all encumbrances and the title marketable.
3. The appraisal covers the property described only, and the legal description is assumed to be correct.
4. No survey of the boundaries of the property has been made. All areas and dimensions furnished to the appraisers are assumed to be correct.
5. Information concerning market and operating data, as well as data pertaining to the property appraised, was obtained from others and/or based on observation. This information has been verified and checked, where feasible, and is used in this appraisal only if it is believed to be reasonably accurate and correct. However, such information is not guaranteed, and no liability is assumed resulting from possible inaccuracies or errors regarding such information or estimates.
6. The data contained herein comprises the pertinent data considered necessary to support the value estimates. We have not knowingly withheld any pertinent facts, but we do not guarantee that we have knowledge of all factors which might influence the value of the subject property. Due to rapid changes in the external factors, the value estimates are considered reliable only as of the effective date of the appraisal.
7. The appraisers assume there are no hidden or unapparent conditions of the property, subsoil, or structures, that would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering required to discover such factors. It is assumed no soil contamination exists as a result of chemical drainage or leakage in connection with any production operations on or near the property. In addition, the existence (if any) of potentially hazardous materials, such as asbestos, used in the construction or maintenance of the improvements or disposed of on-site, has not been considered. The

undersigned appraisers acknowledge they are not qualified to render an opinion with regard to the presence of toxic materials, and recommend an environmental scientist be retained to determine the exact status of the property. No environmental impact studies were requested nor performed with regard to this appraisal, and the appraisers hereby reserve the right to alter, amend, revise, or rescind any portion of the value or opinions expressed herein based on any subsequent data discovered which could significantly impact the market value of the property.

8. The distribution of total valuation estimate in this report between land and improvements (if any) applies only under the existing or reported program of utilization. The separate valuation for land and improvements (if present) must not be used in conjunction with any other appraisal and is invalid if so used.
9. The assumption has been made that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
10. The property is appraised as though operated under competent and responsible ownership and management.
11. Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell for such amounts. It assumes there is full compliance with all applicable federal, state, local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless nonconformity has been stated, defined, and considered in the appraisal report.
13. The appraisers are not required to give testimony or to be in attendance in court or before other legal authority by reason of this appraisal without prior agreement and arrangement between the Client and appraisers.
14. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or RM designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, prospectus for securities, or any other public means of communication without prior written consent and approval of the appraisers.
16. The appraisers assume no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.
17. The liability of the appraisers' company, its owner and staff, is limited to the Client only. There is no accountability, obligation, or liability to any third party. The appraisers are in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally.
18. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA in estimating the value of the property has not been considered.

CERTIFICATION

The undersigned appraisers certify that they have personally examined and appraised the Lowland Area (Irrigated) and Upland Area (Non-Irrigated) of the Imperatrice Property located in Jackson County (Ashland), Oregon; and to the best of their knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal unbiased professional analyses, opinions, and conclusions.
3. We have no past, present, or prospective direct or indirect interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a required minimum valuation, a specific valuation, or the approval of a loan.
7. We are competent to appraise the property that is the subject of this report based on our previous experience appraising similar type properties.
8. The reported analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the effective date of this report, Gregory S. Schuler and David M. Matlock have completed the certification requirement with respect to continuing education for certified general

appraisers within the State of Oregon. As of the date of this report, Gregory S. Schuler has completed the continuing education program for Practicing Affiliates of the Appraisal Institute.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. Gregory S. Schuler and David M. Matlock find the content and conclusions of the appraisal and the report were prepared in accordance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute. Gregory S. Schuler and David M. Matlock have made a personal exterior inspection of the subject property and exterior inspections of the majority of the market properties.
13. No one provided significant appraisal or appraisal review assistance to the person(s) signing this certification.
14. The appraisers have performed no services, as appraisers 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.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2025



DAVID M. MATLOCK
Oregon State Certified General Appraiser
License No. C001357
Expiration Date: February 28, 2026

ADDENDA

Subject Photographs



View easterly of Eagle Mill Road with the subject on the left



View westerly of Eagle Mill Road with the subject on the right



Northerly

Views of Butler Creek Road near the interior driveway

Southerly





Views of the interior driveway from Butler Creek Road





Views of the Lowland Area at the subject





Views of the Lowland Area at the subject





Views of the Talent Irrigation District (TID) irrigation ditch at the subject





Views of the Upland Area near the transmission tower





Views of the Upland Area near the transmission tower



Personal Services Agreement



Personal Services Agreement

City Information

City of Ashland
 Attn: Mike Morrison
 Public Works
 Ashland, Oregon 97520
 Phone: (541) 552-2325
 Email: michael.morrison@ashlandoregon.gov

Consultant Information

Firm Name: Cascade Charter Company LLC.
 Contact: Gregory Schuler
 Address: 2800 Biddle Road
 Medford Or. 97504
 Phone: (541) 776-7530 office, (541) 944-5700 cell
 Email: gschuler@cascadecharter.com

Contract Summary

Procurement Method: Small Procurement
 Completion Date: 05/31/2025
 Contract Amount: \$ 5,975.00 Five Thousand Nine Hundred Ninety Five
 Description of Services: **Appraisal of the Imperatrice Property**
 Supporting Documents: Cascade Charter Proposal Dated: 1/22/25
 Exhibit A Dated: 1/22/25
 Dated:
 Dated:

This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and the Consultant listed under Consultant Information above, ("hereinafter "Consultant"), for the services listed under Description of Services and Supporting Documents as noted in the Contract Summary above. In the event of conflict between provisions of the Supporting Documents, the Supporting Documents shall be given precedence in the order listed above.

This Agreement, the Exhibits and the Supporting Documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents. The Consultant's initials [GS] herein signify acknowledgment and agreement to this provision, if applicable, or if not sign "N/A"

Consultant's services are collectively referred to in this Agreement as the "Work."

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

1. Effective Date and Duration: This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than the Completion Date listed under the Contract Summary in the table one page one of this agreement.

1.1. Time is of the essence. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.

2. Compensation: City shall pay Consultant the sum listed as the "Contract Amount" under the Contract Summary on page one of this document as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the Contract Amount without the express, written approval from the appropriate Department Head or City Manager. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.

3. Consultant Obligations:

3.1. Independent Contractor Status. Consultant is an independent contractor and not an employee of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

3.2. Qualified Work. Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the services to which they will be assigned in a skilled manner and, if required to be registered, licensed, or bonded by the State of Oregon, are so registered, licensed, or bonded.

3.3. Assignment. Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.

3.4. Work Performance Obligation. Consultant shall, at its own risk, perform the Work described in the Description of Services and in the Supporting Documents and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

3.5. Certification. Consultant agrees to and shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

4. Insurance: Consultant shall, at its own expense, maintain the following insurance:

4.1. Worker's Compensation. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

4.2. Workers' Compensation Exemption. If applicable, Consultant affirms and certifies that it is exempt from providing Workers' Compensation per ORS 656.027.

Exemption criteria: Enter criteria here or delete if not applicable

Consultant initials if exempt: _____ Date: _____

4.3. Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence. This is to cover any damage caused by error, omission or negligent acts related to the Work to be provided under this Agreement.

4.4. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.

4.5. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

4.6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.

4.7 Additional Insured/Certificates of Insurance. Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring

companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

5. Termination:

5.1. Mutual Consent. This Agreement may be terminated at any time by the mutual consent of both parties.

5.2. City's Convenience. This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.

5.3. For Cause. City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:

- If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services; or
- If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
- If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

5.4. For Default or Breach. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.

5.4.1. Default: The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.

- 5.5. Obligation/Liability of Parties.** Termination or modification of this Agreement pursuant to subsections 5.1, 5.2, or 5.3 above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless of whether such notice is given pursuant to subsection 5.1, 5.2, 5.3, or 5.4 of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.
- 5.6. The rights and remedies of City provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 6. Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, costs, judgments, or other damages, caused solely by the gross negligence of City.
- 7. Consultant's Compliance with Tax Laws:** Consultant represents and warrants to the City that: Consultant shall comply with all Oregon tax laws, including but not limited to ORS 305.620, ORS 305.380(4), and ORS Chapters 316, 317, 318, in addition to any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions and any tax provisions imposed by a political subdivisions of the State of Oregon.
- 8. Living Wage Requirements:** If the amount of this Agreement is \$26,429.65 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
- 9. Notice:** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed at the addresses set forth on page one of this agreement with a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350

10. General Provisions:

- 10.1. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
- 10.2. **Non-appropriations Clause - Funds Available and Authorized:** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
- 10.3. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 10.4. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 10.5. **Governing Law:** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any

other venue, and expressly consents that, upon motion of the other party, any case may be dismissed, or its venue transferred, as appropriate, so as to effectuate this choice of venue.

11. Merger: This agreement and the attached exhibits constitute the entire understanding and agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Consultant, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

WITNESS WHEREOF, the parties have executed this Agreement in their respective names by their duly authorized representatives as of the dates indicated below. This Agreement may be executed in two counterparts, each of which shall be deemed an original, with equal force and effect as if executed in a single document.

City of Ashland:

Cascade Charter Company LL(Consultant)

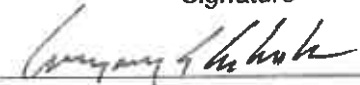
By: 

1.30.2025

Date

Purchase Order No.

Signature



Printed Name

Gregory S. Schuler

Title

Managing Member

11/20/25

Date

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:



City Attorney

1.28.25

Date

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$18.92 per hour, effective June 30, 2024.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$26,429.65 or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or

portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over \$26,429.65;

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value

of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.

- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted in areas where it can be seen by all employees.



Exhibit C

Certifications/Representations: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the highest professional standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- (3) Telephone listing is used for the business separate from the personal residence listing.
- (4) Labor or services are performed only pursuant to written contracts.
- (5) Labor or services are performed for two or more different persons within a period of one year.
- (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.



Consultant's signature

1/24/25

Date

CASCADE CHARTER COMPANY, LLC
REAL ESTATE APPRAISALS - CONSULTING

LAWRENCE E. BROWN, MAI CRE (1942 - 1990)
GREGORY S. SCHULER
DAVID M. MATLOCK
BROOKE LEVISON
DEB CHRISTOPHERSON

January 22, 2025

Mike Morrison
Operations Deputy Director
City of Ashland
Public Works
90 North Mountain Avenue
Ashland, Oregon 97520
VIA EMAIL
michael.morrison@ashland.or.us

Reference: Appraisal of the land known as the Imperatrice Property located in Jackson County (Ashland), Oregon.

Dear Mr. Morrison:

Based upon your request, we are pleased to submit a proposal for appraisal services to be rendered in connection with the above referenced property. It is our understanding that this appraisal will be utilized by the City of Ashland for internal decision making purposes. Upon authorization to proceed, we shall prepare an appraisal to determine the market values of the fee simple interest in the subject property for the two sections known as the lowland area which is irrigated and the upland area which is not irrigated. The fee for the assignment is \$5,975 which includes the two value scenarios based on the irrigated and non-irrigated areas. Reference is made to the attached Exhibit A.

The appraisal will be completed on or before 60 days of authorization to proceed. It is my understanding the City of Ashland will forward a contract for professional services to be executed.

If you have any questions regarding this proposal, please call.

Respectfully submitted,

BROWN, CHUDLEIGH, SCHULER,
MYERS, AND ASSOCIATES



Gregory S. Schuler

Exhibit A

<u>Map</u>	<u>Tax Lot</u>	<u>Account No.</u>	<u>Acres</u>	<u>Irrigated</u>
38-1E-32	100	1-0122687-6	3.16	Yes
38-1E-32	200	1-012360-1	65.88	Yes
38-1E-33	200	1-099558-9	283.54	Partially
38-1E-33	200	1-012367-6	123.44	Partially
38-1E-28	700	1-012341-4	80.00	No
38-1E-28	500	1-012339-2	125.00	No
38-1E-28	600	1-012340-6	35.00	No
38-1E-27	100	1-009618-5	<u>160.00</u>	No
Total Irrigated and Non-Irrigated Land			876.02	

Note: It is our understanding that the "Proposed Short Term Use Lease Area (the Lowland Area) includes a portion of Map 38-1E-32, Tax Lot 100 (the portion to the west of Butler Creek Road is excluded from the property); all of Map 38-1E-32, Tax Lot 200; and a portion of Map 38-1E-33, Tax Lot 200, Account Nos. 1-099558-9 and 1-02367-6, (the portion to the south of the TID irrigation canal). This portion of the property totals 265 acres with the remaining area considered the upland (non-irrigated) area.

QUALIFICATIONS

GREGORY S. SCHULER

Employment

1981 to Present: Principal with Cascade Charter Company, LLC (or other related companies) in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

2004 to 2007: CEO of First Charter Companies in Jacksonville and Medford, Oregon. First Charter Real estate development, construction, and marketing.

1994 to 2000: Secretary/Treasurer of Commercial Real Estate Advisors, Inc. (CRA), Medford, Oregon. Commercial and retail real estate development, construction, and leasing.

1976 to 1980: Pulver & Leever Commercial Real Estate, Medford, Oregon. Real estate marketing specializing in commercial and industrial sales and leasing.

Professional Affiliations

State Certified General Appraiser:

Oregon	License No. C000268
California	License No. AG017213

Associate Member, Appraisal Institute

Licensed Real Estate Broker, State of Oregon. License No. 780401812

Appraisal Courses

- Uniform Standards of Professional Appraisal Practice
- Basic Valuation Procedures
- Small Hotel/Motel Valuation
- Federal Land Exchanges
- Technical Inspection of Real Estate
- Appraisal Review – General
- General Appraiser Sales Comparison Approach
- Litigation Appraising: Specialized Topics and Applications
- Oregon Land Use Law
- Right of Way Appraisals
- Oregon Water Law
- Update and Review of Oregon Law and the Appraiser
- Identifying Comparable Properties
- Eminent Domain

Education

Bachelor of Science degree in Business and Marketing, Oregon State University, 1973.



GREGORY S SCHULER
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD.
MEDFORD, OR 97504

Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

License No.: C000268

Issue Date: June 01, 2023

Expiration Date: May 31, 2025

Chad Koch, Administrator

QUALIFICATIONS DAVID M. MATLOCK

Employment

2012 to Present: Associate with Cascade Charter Company, LLC in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

Professional Affiliations

State Certified General Appraiser:

Oregon

License No. C001357

Appraisal Courses

Uniform Standards of Professional Appraisal Practice
Appraisal Principles
General Appraiser Market Analysis and Highest and Best Use
Real Estate Finance Statistics and Valuation Modeling
General Appraiser Site Valuation and Cost Approach
General Appraiser Sales Comparison Approach
General Appraiser Income Approach
Small Hotel/Motel Valuation
Comparative Analysis
Commercial Appraisal Review
Expert Witness for Commercial Appraisers

Education

Bachelor of Science degree in Business Management, Southern Oregon University.

Appraiser Certification and Licensure Board

State Certified General Appraiser

28 hours of continuing education required

**DAVID M MATLOCK
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD
MEDFORD, OR 97504**

License No.: C001357

Issue Date: March 01, 2024

Expiration Date: February 28, 2026



Chad Koch, Administrator

APPRAISAL OF:

**Land Only
North Mountain Avenue and
East Nevada Street
Ashland, Oregon**

**Prepared For:
City of Ashland**

**Report Date:
January 28, 2021**

**Date of Value:
January 13, 2021**



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Addenda

- Subject Photographs
- Personal Services Agreement

Qualifications

LAWRENCE E. BROWN, MAI CRE (1942 - 1990)
GREGORY S. SCHULER
DAVID M. MATLOCK
MARGARET NELSON-QUIN
BROOKE LEVISON
DEB CHRISTOPHERSON

January 28, 2021

Scott Fleury
Public Works Director
City of Ashland
20 East Main Street
Ashland, Oregon 97520

Reference: Appraisal of the land located along the northeasterly corner of North Mountain Avenue and East Nevada Street identified as Map and Tax Lot 39-1E-04AD, 100 In Ashland, Oregon. Our File No. 4783.4.

Dear Mr. Fleury:

In response to your request, we have personally examined and appraised the land located along the northeasterly corner of North Mountain Avenue and East Nevada Street identified as Map and Tax Lot 39-1E-04AD, 100 in Ashland, Oregon. The purpose of this appraisal report is to set forth our opinion relative to the "as is" market value of the **fee simple interest** in the subject property. It is our understanding the appraisal report will be utilized by authorized representatives of the City of Ashland for internal decision making purposes. No other purpose, use, or users of this appraisal report are authorized or intended.

This appraisal report is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP); the Financial Institution's Reform, Recovery, and Enforcement Act of 1989 (FIRREA); and Chapter 12 Code of Federal Regulation Part 34 (12CFR34) of the Office of the Comptroller of the Currency titled, "Real Estate Appraisals." This report is also prepared within the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Interagency Appraisal and Evaluation Guidelines (effective December 10, 2010). This appraisal assignment is not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.

Reference is made to the **extraordinary assumptions** presented within this report. If any of the extraordinary assumptions as stated herein are ultimately found to be false, the value opinion as specified in this appraisal report could be impacted.

Based upon the studies and examinations made, the opinion is formed subject to the limiting conditions and assumptions stated herein, that the "as is" market value of the **fee simple interest** in the subject property based upon economic and market conditions effective as of January 13, 2021 is as follows:

"As Is" Market Value (January 13, 2021)

THREE HUNDRED THOUSAND DOLLARS

\$300,000

The following is a real property appraisal report which summarizes the property description, market data, and value analyses which form the primary basis for the opinion of market value as stated in this report.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2021



DAVID M. MATLOCK
Oregon State Certified General Appraiser
License No. C001357
Expiration Date: February 28, 2022

SUMMARY OF SALIENT DATA

Identification

Multi-Family Land Parcel
Northeasterly corner of North Mountain Avenue and East Nevada Street
39-1E-04AD, Tax Lot 100
Ashland, Oregon 97520

Land Area

The subject land parcel is irregular in shape and totals 0.35 acre, or 15,246 square feet according to Jackson County assessment records.

Date of Value

January 13, 2021

"As Is" Market Value

\$300,000

PURPOSE OF APPRAISAL

The purpose of this appraisal is to set forth our opinion relative to the "as is" market value of the **fee simple interest** in the land identified as Map and Tax Lot 39-1E-04AD, 100 in Ashland, Oregon.

CLIENT/INTENDED USE/USERS OF THE APPRAISAL

The client of this appraisal assignment is the City of Ashland. It is our understanding that the intended use of this appraisal is for internal decision making purposes. The intended users of this appraisal document are representatives of the City of Ashland. No other purpose, use, or users of the appraisal report are authorized or intended.

DATE OF VALUE

The opinion of "as is" market value expressed in this report is stated effective as of January 13, 2021 assuming economic and market conditions as existing on that date.

DATE OF INSPECTION

The subject property was physically inspected on January 13, 2021.

PROPERTY RIGHTS APPRAISED

The property rights appraised herein pertain to the **fee simple interest** in the real property which represents the subject of this appraisal.

DEFINITIONS

Fee Simple Interest

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

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015.

Extraordinary Assumption

"An assumption, directly related to a specific assignment, as of the effective date of the appraisal results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2016-2017 Edition.

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 and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and,

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

Source: 12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994. USPAP 2016-2017 Advisory Opinion 22, Lines 58-70.

SCOPE OF APPRAISAL

The scope of this appraisal has the primary function of researching pertinent market information and developing an opinion relative to the "as is" market value of the **fee simple interest** in the subject property. The appraisal service as detailed in this report is performed in such a manner that the results of the analyses, opinions, or conclusions formulated are that of a disinterested third party. The sales comparison approach or land value by comparison was utilized to appraise the subject land. The scope of the process involved in the research, analysis, and presentation of the appraisal conclusion is inclusive of the following:

1. Discussions in order to accurately identify the nature and objective of the assignment;
2. A preliminary study is conducted in order to determine what information is required and the sources of the information; i.e., development consultants, title companies, real estate agencies, planning representatives, etc.;
3. General information relating to the subject region and specific information relating to the immediate subject area and the property itself is then assembled;
4. An analysis of demographic and economic trends in the subject region is conducted;
5. Based on the market information reviewed, determinations are made in regard to the highest and best use of the property;
6. Information is assembled pertaining to market data for use in the valuation approach prepared for the subject. The sources of the market data primarily include the following:
 - Real estate databases
 - County records
 - Representatives of local real estate agencies
 - Real estate appraisers
 - Property managers and ownership representatives
7. Unless stated otherwise, the market data presented in this report have been verified with a buyer, seller, agent, or other representatives knowledgeable of the transactions;

8. The subject property and the market data are reviewed with pertinent differences noted. In addition, the neighborhood boundaries of the subject are defined and the land use characteristics of the market area identified;
9. Summary information pertaining to the market data is presented in this report. The usefulness and applicability of the data collected are reviewed with comparisons applied where appropriate in relation to the subject property;
10. The results of the valuation approach utilized are thoroughly examined and a reconciliation or correlation of final value concluded;
11. An appraisal is presented with supporting information categorized and placed into the appraisal work file;
12. The competency of the appraisers in terms of providing a reasonable and supportable conclusion of value is based upon experience in valuing properties having utility similar to the subject. This experience includes the appraisal of property types similar to the subject which are located within the local and regional market area which encompasses the subject community.

LEGAL DESCRIPTION

The complete legal description of the subject property was not available for our review. The property can be identified on the Jackson County assessment records as Township 39, Range 1 East, Section 04AD, Tax Lot 100.

PROPERTY OWNERSHIP AND HISTORY

Fee title to the subject property is presently vested with the City of Ashland. To our knowledge, there have been no listings or market transfers of the property within the three year period prior to the effective date of this appraisal.

EXPOSURE AND MARKETING TIME

Exposure time may be defined as follows:

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

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015 and USPAP, 2016-2017 Edition.

Marketing time may be defined as follows:

"An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal."

Source: The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, 2015.

It is noted that exposure time is presumed to precede the achievement of the market value conclusion as stated herein. The overall concept of reasonable exposure noted in the previous Definition of Market Value also assumes an adequate, sufficient, and reasonable effort in marketing.

As an aid in determining a reasonable exposure time and marketing period for the subject property, reference is made to the following RERC investor survey of national marketing periods specified for the most traditional property types.

**RERC Investment Survey
Average Marketing Periods**

<u>Property Type</u>	<u>3rd Qtr. 2020 (Months)</u>
Office – CBD	7.8
Office – Suburban	7.9
Industrial – Warehouse	5.5
Industrial – R & D	7.4
Industrial – Flex	7.5
Retail – Regional Mall	10.3
Retail – Power Center	9.6
Retail – Neighborhood	7.8
Apartment	5.5
Student Housing	7.1
Hotel	9.8
All Types	7.8

Source: RERC.

The RERC survey indicates that average marketing periods range from 5.5 to 10.3 months. As an aid in determining a reasonable exposure time and marketing period for the subject property, information is assembled regarding reported days on market (DOM) for sales of vacant multi-family land within Ashland as reported by the Flex Multiple Listing Service (FMLS). There is a distinct lack of multi-family land sales in the Ashland Market. As a result, our search is expanded to include all residential land sales within the Ashland market. The FMLS information indicates reported DOM pertaining to sales and listings of vacant residential land in Ashland ranging from eight to 717 days with an average of 257 days or 8.45 months over the past eight months.

Based upon the nature of the subject property and the types of investors or end users who would likely purchase a property such as the subject, an appropriate exposure and marketing period is estimated at six to nine months. This estimated period is based upon the opinion of market value concluded in this report and represents a reasonable time period for adequate exposure to the open market. This estimate is representative of market conditions, the nature of the subject property, and

the status of the local, regional, and national economy in this analysis. Additionally, this estimated period takes into account the market location of the subject in relation to the national investor survey data reviewed.

We are not able to project how the COVID-19 pandemic will affect the exposure and marketing time for the real estate market. Therefore, the recent national property trends and market sale transactions provide the primary indicators for our marketing and exposure time estimates at this time.

LOCATION ANALYSIS

The subject property is located along the northeasterly corner of North Mountain and East Nevada Street in the city of Ashland, Oregon. Reference is made to the following map which depicts the location of the subject property relative to the surrounding region. Included in this location analysis are details regarding population, economy, and employment within Jackson County, as well as a description of the immediate surroundings of the subject property.



Ashland and Jackson County

The city of Ashland is located 14 miles north of the Oregon/California state line and 120 miles east of the Pacific Ocean. Ashland is the southernmost city in Jackson County and represents the arts and educational center of southern Oregon and northern California. Reference is made to the map presented on the facing page which identifies Ashland relative to the surrounding region.

Ashland is situated in the foothills of the Siskiyou Mountains at the south end of a large river valley formed by the Rogue River and Bear Creek drainages. The Rogue Valley is surrounded on all sides by mountains including the Cascade and

Siskiyou Ranges and the Umpqua Divide. Distances from Ashland to other notable cities are as follows:

Medford.....	15 miles northwest
Grants Pass	43 miles northwest
Eugene.....	180 miles north
Portland.....	294 miles north
Sacramento.....	292 miles south
San Francisco.....	387 miles south

Population

Population changes in Jackson County have been significant with strong growth occurring. From 1990 through 2019, the population of Jackson County increased by 74,890. Reference is made to the following summary which details population for the larger cities within the county as well as the unincorporated areas.

Historic Population

Year	Ashland	Medford	Central Point	Eagle Point	Unincorp.	Jackson County	Oregon
2019	20,960	81,465	18,365	9,260	70,050	221,290	4,236,400
2018	20,815	80,375	17,895	9,105	70,020	219,200	4,195,300
2017	20,700	79,590	17,700	8,930	69,125	216,900	4,141,100
2016	20,620	78,500	17,585	8,765	67,595	213,765	4,076,350
2015	20,405	77,655	17,485	8,695	66,150	210,975	4,013,845
2010	20,095	74,980	17,185	8,470	62,530	203,340	3,837,625
2005	20,730	70,855	15,571	7,496	59,950	194,515	3,628,700
2000	19,522	63,720	12,493	4,797	63,220	182,200	3,436,750
1990	16,252	47,021	7,512	3,022	59,831	146,400	2,842,321

Source: Population Research Center, Portland State University.

A significant factor influencing population growth in the area is the strong amenity value and livability of the Rogue Valley. During the last two decades, many retirees, semi-retirees, and working people have moved to the Rogue Valley from more densely populated and congested areas due in large part to quality of life considerations.

Education

The Ashland public school district operates five schools in the area. Approximately 3,000 students attend three elementary, one middle, and one high school. The elementary schools provide an education from kindergarten to fifth grade. Ashland Middle School consists of grades six through eight, with Ashland High School providing educational services for students in grades nine through twelve.

Southern Oregon University is a regional, multi-purpose institution which was founded in 1869. The main campus is located in Ashland, with a branch campus in Medford. The University has a quarterly on-campus enrollment of approximately 5,500 undergraduate and graduate students. The University offers 35 bachelor and nine graduate degree programs in the Schools of Arts and Letters, Business, Science, Social Science, Education, and Health and Physical Education.

Cultural Activities

Located within the downtown plaza area of Ashland is the Oregon Shakespeare Festival (OSF). The Festival was founded in 1935 and is among the oldest and largest professional regional theater companies located in the United States. OSF is known world-wide for the quality of its productions and won a Tony award for outstanding achievement in regional theater and has also been named in Time Magazine as one of America's top five regional theaters. Attendance reaches over 360,000 annually. Overall, OSF contributes over \$113 million annually to the local economy. Approximately 88 percent of the festival audience reportedly travels over 125 miles to attend the performances.

Also located in the downtown area is the Oregon Cabaret Theater (OCT). The Cabaret is housed in an historic Baptist church, and has become a major part of the Ashland cultural scene over the past 18 seasons. Since it opened in 1986, OCT has attracted almost a quarter of a million patrons to the intimate 140-seat theater. The Cabaret now draws regular customers from California and throughout the Pacific Northwest, as well as patrons from as far away as England and Japan.

Other notable cultural activities in the area include the Rogue Valley Symphony, which offers performances in Ashland as well as many other venues throughout the Rogue Valley.

Economy

Jackson County's economic base has historically been tied to five major industries: lumber and wood products, trade and service, government, tourism, and agriculture. Over the past decade, the economy has diversified away from lumber and wood products and grown significantly in terms of retail trade.

Lumber and Wood Products

The lumber and wood products industry has declined as an employment sector over the previous 20 years within Jackson County. Environmental issues, including survival of the Spotted Owl, opposition to cutting of old-growth timber, controversy concerning the appropriate level of sustainable yield from public lands, and expansion of wilderness areas all limited log supply. Previous timber-cutting practices, particularly by private companies, and continued log exports have further reduced supply. Lumber and wood products jobs have decreased due to scarce log supplies. As a result, several major wood products employers have reduced production or permanently closed their operations over the past two decades.

Agriculture

Agriculture remains an important component of the Jackson County economy. Major fruit packers in the Medford area include Harry and David, Reter Fruit Company, and Naumes of Oregon, Inc. The seasonal nature of agricultural employment has a direct impact in regard to fluctuations in Jackson County unemployment figures. The past expansion of residential development has also affected the local agricultural economy. Many old established orchards in the county have been removed in favor of future residential development. Continuing worldwide competition for the local fruit growers has also emerged.

Another important agricultural component of Jackson County is the wine industry. The moderate mountain valley climate in the area allows for a wide variety of intensely flavored wine grapes to be cultivated. The quality of the region's grapes provides an advantage for many of the local growers in making their own wines as well as finding regional wineries which will purchase the grapes. Many of the fruit orchards are being converted into vineyards because of the popularity of wines in the region. For example, Hillcrest Orchards, one of Jackson County's oldest pear producers, has replaced 80 acres of pear trees with vineyards. The shift from pears to grapes is a matter of pears being less profitable with wine grapes having greater demand.

Employment

The following table details employment figures for the Medford MSA by category for September 2020 with comparisons to the prior year.

**Medford MSA
Nonfarm Payroll and Employment**

	<u>Sept. 2020</u>	<u>Sept. 2019</u>	<u>Change</u>
Total NonFarm	86,790	90,280	-3,490
Total Private	76,150	79,110	-2,960
Mining/Logging/Construction	5,700	5,360	340
Manufacturing	7,600	8,140	-540
Trade, Trans. & Utilities	19,930	20,860	-930
Information	1,020	1,180	-160
Financial Activities	4,090	4,070	20
Professional/Business Services	7,900	7,770	130
Education/Health Services	17,210	17,600	-390
Leisure & Hospitality	10,220	11,410	-1,190
Other	2,480	2,720	-240
Government	10,640	11,170	-530

Source: Oregon Employment Department, October 2020.

Employment Trends

Over the one year period, the only sectors to report increases were the mining/logging/construction; professional and business services; and financial activities sectors. The remaining sectors reported decreases with the largest decreases in employment reported in the leisure and hospitality and trade, transportation, and utilities sectors. These large decreases are due in large part to the Covid-19 pandemic. At of this time, it is unknown what effects the Alameda Fire, which took place in September 2020, will have on the employment figures.

Unemployment

As of September 2020, the unemployment rate in the Medford MSA was 7.3 percent reflecting an increase from the September 2019 rate of 3.3 percent. Over the one-year period, the civilian labor force decreased from 104,447 to 102,588 with

total employment decreasing by 5,919. The large increase in unemployment and decrease in employment is due in large part to the Covid-19 pandemic. The following table summarizes civilian labor force statistics for the Medford MSA.

Medford MSA Employment/Unemployment

	Sept. 2020	Sept. 2019	Change
Civilian Labor Force	102,588	104,447	-1,859
Total Employment	95,120	101,039	-5,919
Total Unemployment	7,468	3,408	4,060
Unemployment Rate	7.3%	3.3%	---

Source: Oregon Employment Department, October 2020.

Conclusions

Historically, the economy of Jackson County has been heavily dependent upon lumber and timber-related industry. Over the past two decades, population in the area has grown significantly and growth of the retirement sector has previously added employment opportunities in retail trade and health services. Additionally, a younger population is also finding the region to be an attractive place to raise their families. Based upon a recovery and further diversification of the area economy and the desirable amenities and livability of the area, future growth is ultimately expected for Jackson County and the entire Rogue Valley area. However, significant improvement in the local, regional, and national economies will be required in order to stabilize the real estate market and provide the impetus for sustained economic and demographic growth in the future.

Immediate Surroundings

The subject property is located along the northeasterly corner of North Mountain Avenue and East Nevada Street in Ashland, Oregon. A graphic depiction of the immediate area surrounding the subject property follows.



Trend

The subject is located along the northerly boundary of the North Mountain Neighborhood. The overall trend of development within the North Mountain Neighborhood is representative of primarily residential properties in the form of single-family and multi-family development. Also located in the North Mountain Neighborhood is the Skylark Assisted Living facility just southeast of the subject and the Mountain Meadows Retirement Living facility further to the southeast. To the north and northeast is Interstate 5 followed by rural residential and agricultural properties. Rural residential use is also evident to the northwest of the subject. The downtown city center and plaza area of Ashland is located in the far distance southwest of the subject.

Conclusion

Due to the nature of the surroundings within the immediate area, no distinct foreseeable change in the land use characteristics of the area is anticipated.

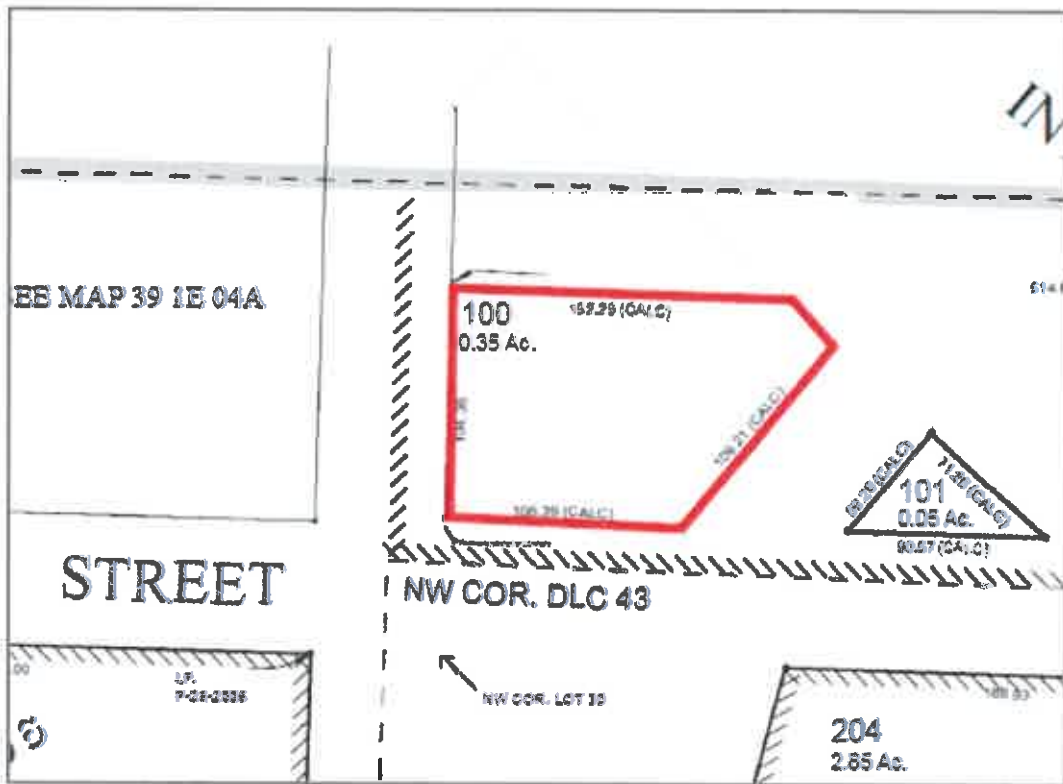
THE LAND

Location

The subject property is located along the northeasterly corner of North Mountain Avenue and East Nevada Street in Ashland, Oregon.

Shape and Size

The subject is irregular in shape and totals 0.35 acre or 15,246 square feet based upon Jackson County records. Reference is made to the following plat map and aerial for a graphic depiction of the subject. It should be noted that lines are approximate.





Topography

The land exhibits primarily generally level to slight sloping topography and lies at nearby street grade with East Nevada Street. The easterly boundary exhibits steep sloping to North Mountain Avenue which lies above the subject.

Zoning

The subject property is zoned North Mountain-Multi Family (NM-MF) as administered by the city of Ashland. The purpose of the NM district is to provide an environment suitable for traditional neighborhood living, working, and recreation. The NM district and Neighborhood Plan is a blueprint for promoting a variety of housing types, mixed-use developments, neighborhood oriented businesses, and community services in a manner which enhances property values and preserves open spaces and significant natural features. The purpose of the Neighborhood Plan is to provide a comprehensive set of design standards, policies, and regulations to guide future development within the identified area. Through the use of the standards a greater sense of neighborhood can be accomplished, as well as accommodating all forms of transportation, including walking, bicycling, and transit. Within the NM-MF zone, the base density of dwelling units is 12 units per acre. This equates to four units at the subject.

Easements and Encroachments

A preliminary title report was not provided for our review. Upon personal property inspection, no adverse easements or encroachments which could have an adverse impact on the value or utility of the subject property were observed. This appraisal is subject to an **extraordinary assumption** that no adverse easements or encroachments exist at the subject parcel. The identification of such is best determined by qualified individuals and is not within the scope of our expertise as real estate appraisers.

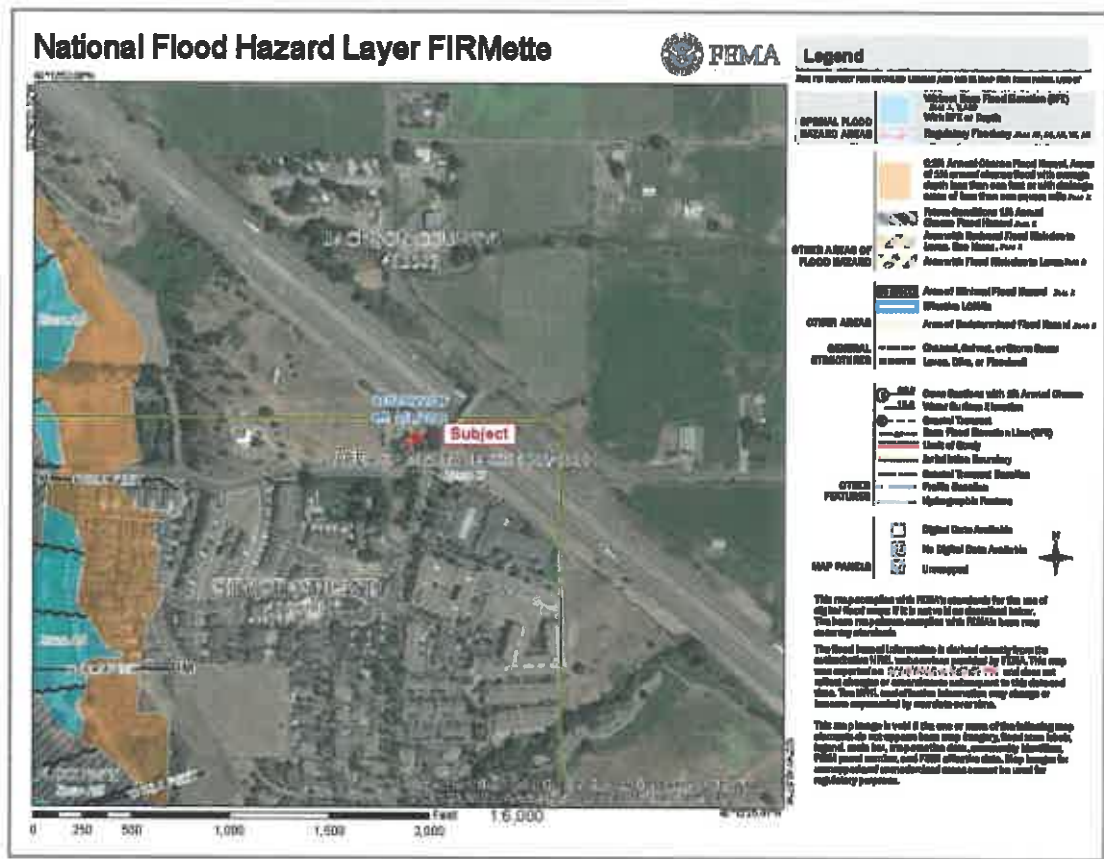
Soils

No formal soils report or site assessment study was provided for our review. As such, this appraisal is subject to the **extraordinary assumption** that the soil is of sufficient load-bearing capacity to support improvement to its highest and best use.

No adverse environmental hazards or contaminants pertaining to solids, liquids, or gases were observed at the property during our personal examination. This appraisal is based upon the **extraordinary assumption** which assumes no toxic waste, groundwater contamination, or environmental problems exist at the property. In the event such problems did exist, the ultimate impact of such conditions could adversely influence the opinion of market value as stated herein. The identification of the absence or existence of any potential environmental problems is best determined by qualified engineers and is not considered to be within the scope of this appraisal assignment.

Flood Zone Rating

A review of the FEMA Map No. 41029C221014F, dated May 3, 2011, indicates the subject property is located within Flood Zone X, an area of minimal flood hazard. A copy of the FEMA Flood Map follows.



Access

Ingress/egress at the site is provided from the northerly side of East Nevada Street and easterly side of North Mountain Street.

Streets

North Mountain Avenue is located along the easterly boundary of the subject property and extends in a north-south direction having two lanes, one in each direction. Additional roadway improvements include concrete curbs and gutters along both sides of the street as well as utility poles along the north side of the street.

East Nevada Street is located on the southerly boundary of the subject property as it turns southerly and intersects with North Mountain Avenue. It extends in an east-west direction west of the subject. East Nevada Street has two lanes, one in each direction. Additional roadway improvements include concrete curbs and gutters along both sides of the street as well as utility poles along the east side of the street.

Utilities

According to the property representative, all the usual and necessary public utilities are available to the subject property; however, this was not independently verified by the appraisers.

Summary

The subject represents an irregular shaped parcel which totals 0.35 acre or 15,246 square feet. The property is zoned NM-MF, North Mountain Multi-Family District as administered by the city of Ashland. All necessary utility services are reportedly available to the subject property. Additionally, there are no apparent easements or encroachments which could potentially detract from the value or utility of the property. As such, the property appears suitable in terms of accommodating development to its highest and best use.

HIGHEST AND BEST USE

The highest and best use may be defined as the reasonably probable and legal use of vacant land or an improved property which is physically possible, legally permissible, financially feasible, and results in the highest value. The four criteria examined in determining the highest and best use of the subject property include the following:

1. **Physically Possible** - A use for which the property is physically suitable or adaptable.
2. **Legally Permissible** - A use which is or will be permitted under existing or reasonably obtainable zoning regulations.
3. **Financially Feasible** - A use for which there is an economic, social, and/or market demand.
4. **Maximally Productive** - A use which is compatible with the nature and condition of surrounding land uses.

It is our opinion that multi-family development represents the highest and best use of the subject. Multi-family development use of the land is consistent with current governmental constraints; the property is regarded as physically suitable in order to accommodate this form of development; multi-family development use is compatible with the trend of development in the area; and this form of development at the property would provide a positive return to the land. Demand for multi-family residential is high.

ASSESSED VALUATION AND TAXES

As a result of Oregon Ballot Measures 47 and 50 which limit taxable values and property taxes, real estate taxes in Oregon beginning in 1998 are based on a percentage of the real market value. The ballot measures also limit future tax increases to a maximum level of three percent per year. The subject is located within Jackson County Tax Code Area 5-01.

Following is a summary of the total real market value, derived by the Jackson County Assessor, the actual assessed value, and reported real property taxes at the subject for the current tax year.

Assessed Value and Taxes

Account No.	Tax Lot	Real Market Value	Assessed Value	Taxes
1-004720-1	100	\$0	\$0	\$0

It should be noted the subject property is tax exempt. The real market value is presented for information purposes only and is not considered representative of the opinion of market value as specified in this report.

LAND VALUE BY COMPARISON

The land value by comparison approach is the most common method utilized to determine land value. This method generally expresses land value on the basis of price per square foot relative to purchase price.

In order to derive a reasonable indication of value for the subject, a search of public records and a field survey are conducted in order to identify land sales similar to the subject property. The search focuses on those properties considered to exhibit similar developmental characteristics within the market area. The sales assembled for comparison to the subject property are summarized in the following chart.

Land Sales Summary

Sale No.	Location	Zoning	Area Acres/ Sq. Ft.	Max. No. of Allow. Units	Sale Date	Sale Price	
						Total	/Sq. Ft.
1	476 Laurel St. Ashland Source & Verification: Grantee	R-1-5	0.75/ 23,670	12 ⁽¹⁾	2/19	\$570,000	\$24.08
2	Villard St. and Engle St. Ashland 39-1E-11C, 2504 & 2505 Source & Verification: Grantor	R-2	3.35/ 145,926	44	12/18	1,288,238	8.83
3	1068 E. Main St. Ashland Source: FMLS No. 102962947 Verification: Agent	R-3	1.71/ 74,488 1.43/ 62,291 Adj. ⁽²⁾	28	1/18	800,000 Adj. ⁽³⁾	12.84 Adj.
4	188 Garfield St. Ashland Source: FMLS No. 102979467 Verification: Agent	R-3	0.4878/ 21,250	9	6/17	430,534	20.26
5	960 B St. Ashland Source: FMLS No. 102971054 Verification: Agent	R-3	0.86/ 37,462	17	2/17	863,000	23.04
6	229 W. Hersey St. Ashland Source: FMLS No. 102957392 Verification: Deed No. 15-10626	R-3	0.34/ 14,810	11	7/15	399,000	26.94

Land Sales Summary

Sale No.	Location	Zoning	Area Acres/ Sq. Ft.	Max. No. of Allow. Units	Sale Date	Sale Price		
						Total	/Sq. Ft.	
7	11 B St. and 29 Oak St. Ashland Source: Third Party Appraiser Verification: Deed No. 14-32942, 15-18551, 15-18518	R-2	0.82/ 35,719	11	6/15 and 12/14	1,035,000 Adj. ⁽⁴⁾	28.98 Adj.	
Average							\$20.71	
	Subject	R-2	0.35/ 15,246	4	---	---	---	

(1) Based upon potential cottage housing development similar to the subject.

(2) Land area after lot line adjustment.

(3) \$1,200,000 sale price adjusted for site improvements totaling \$400,000 at the time of sale.

(4) \$1,385,000 sale price adjusted for site improvements totaling \$350,000 at the time of sale.

Land Discussion

When comparing the land sales presented to the subject site, the following factors are given particular consideration in the comparison process:

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Location
- Physical characteristics
 - Size
 - Topography/off-site improvements
- Zoning

The sales assembled for comparative purposes are analyzed based on the factors noted. A summary of the general characteristics of the sales data is inclusive of the following:

Property Rights Conveyed

With respect to property rights conveyed and financing terms, the sales are similar to the subject and represented the transfer of fee simple title.

Financing Terms

The sales are indicative of cash transactions or purchases involving financing at market rates. Subsequent to review of the available information, financing is not determined to have a significant impact on sale price in the comparison process.

Conditions of Sale

The conditions of sale element of comparison is intended to consider the impact of any atypical motivation on the part of the buyer or seller with respect to the transactions presented. No atypical conditions of sale are noted among the sales data and are deemed similar to the subject with respect to this element of comparison.

Market Conditions

This comparison factor pertains primarily to date of sale considerations which are intended to reflect changes in market conditions which have taken place over time. The sales are examined based upon the direction of change between the sale date of the transactions and the effective date of this appraisal. Specific factors indicative of the market at the time the sales occurred are also reviewed. All of the sales are considered indicative of prevailing market trends based upon the sale date relative to the effective date of this valuation.

Location

The subject property is located within a residential area just north of the North Mountain Neighborhood in Ashland. Additionally, the subject is located nearly adjacent to Interstate 5 as well as sits below North Mountain Avenue. With this in mind, all of the sales have superior location characteristics as compared to the subject.

Size

The size range of the data is from 0.34 to 3.35 acres. By comparison, the subject land totals 0.35 acre. Typically, smaller parcels generally command a higher per square foot price than larger sites with all other factors being equal. Therefore, when comparing the size of the subject to the sale properties, Sale Nos. 4 and 6 are considered most similar with the remaining sales considered slightly inferior.

Topography/Off-Sites

All of the sales have similar topography and off-site improvements to the subject.

Zoning

All of the land transactions exhibit multi-family zoning similar to the underlying zoning at the subject.

As an aid in formulating an opinion of market value for the subject, a qualitative analysis is prepared. Reference is made to the following qualitative analysis sales grid.

Qualitative Analysis Summary

Sale No.	1	2	3	4	5	6	7
Property Rights Conveyed	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Financing Terms	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Conditions of Sale	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Market Conditions	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Location	Sup.	Sup.	Sup.	Sup.	Sup.	Sup.	Sup.
Physical Characteristics							
Size	Inf.	Inf.	Inf.	Sim.	Inf.	Sim.	Inf.
Topography/Off-Sites	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.
Zoning	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.	Sim.

Based upon the comparisons applied among the sales data and the subject, the following represents our summary of the qualitative analysis which details the range of pricing indicators associated with the market properties in relation to the subject.

Qualitative Analysis Summary

Sale No.	Sale Date	Sale Price/ Sq. Ft.	Indicator
2	12/18	\$8.83	Low
3	1/18	12.84	Medium
4	6/17	20.26	Medium
5	2/17	23.04	Medium
1	2/19	24.08	Medium
6	7/15	26.94	High
7	6/15 & 12/14	28.98	High

Conclusion

The multi-family land sales range from \$8.83 to \$28.98 per square foot with an overall average of \$20.71. The medium indicators form a tighter range of pricing from \$12.84 to \$24.08 per square foot with an average of \$20.06 per square foot. Based upon the market data reviewed, we conclude market land value for the subject to be within the range of \$18.00 to \$22.00 per square foot, or say \$20.00 per square foot. Following is our conclusion of market value for the subject land by the sales comparison approach.

15,246 Sq. Ft. @ \$20.00/Sq. Ft.

\$304,920

Rounded to, \$300,000

VALUATION

Based upon the studies and examinations made, the opinion is formed subject to the limiting conditions and assumptions stated herein, that the "as is" market value of the **fee simple Interest** in the subject property based upon economic and market conditions effective as of January 13, 2021 is as follows:

"As Is" Market Value (January 13, 2021)

THREE HUNDRED THOUSAND DOLLARS

\$300,000

ASSUMPTIONS AND LIMITING CONDITIONS

This report is made expressly subject to the following assumptions and limiting conditions:

1. No responsibility is assumed by the appraisers for matters which are legal in nature.
2. No opinion of title is rendered, and the property is appraised as though free of all encumbrances and the title marketable.
3. The appraisal covers the property described only, and the legal description is assumed to be correct.
4. No survey of the boundaries of the property has been made. All areas and dimensions furnished to the appraisers are assumed to be correct.
5. Information concerning market and operating data, as well as data pertaining to the property appraised, was obtained from others and/or based on observation. This information has been verified and checked, where feasible, and is used in this appraisal only if it is believed to be reasonably accurate and correct. However, such information is not guaranteed, and no liability is assumed resulting from possible inaccuracies or errors regarding such information or estimates.
6. The data contained herein comprises the pertinent data considered necessary to support the value estimates. We have not knowingly withheld any pertinent facts, but we do not guarantee that we have knowledge of all factors which might influence the value of the subject property. Due to rapid changes in the external factors, the value estimates are considered reliable only as of the effective date of the appraisal.
7. The appraisers assume there are no hidden or unapparent conditions of the property, subsoil, or structures, that would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering required to discover such factors. It is assumed no soil contamination exists as a result of chemical drainage or leakage in connection with any production operations on or near the property. In addition, the existence (if any) of potentially hazardous materials, such as asbestos, used in the construction or maintenance of the improvements or disposed of on-site, has not been considered. The

undersigned appraisers acknowledge they are not qualified to render an opinion with regard to the presence of toxic materials, and recommend an environmental scientist be retained to determine the exact status of the property. No environmental impact studies were requested nor performed with regard to this appraisal, and the appraisers hereby reserve the right to alter, amend, revise, or rescind any portion of the value or opinions expressed herein based on any subsequent data discovered which could significantly impact the market value of the property.

8. The distribution of total valuation estimate in this report between land and improvements (if any) applies only under the existing or reported program of utilization. The separate valuation for land and improvements (if present) must not be used in conjunction with any other appraisal and is invalid if so used.
9. The assumption has been made that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
10. The property is appraised as though operated under competent and responsible ownership and management.
11. Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell for such amounts. It assumes there is full compliance with all applicable federal, state, local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless nonconformity has been stated, defined, and considered in the appraisal report.
13. The appraisers are not required to give testimony or to be in attendance in court or before other legal authority by reason of this appraisal without prior agreement and arrangement between the Client and appraisers.
14. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or RM designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, prospectus for securities, or any other public means of communication without prior written consent and approval of the appraisers.
16. The appraisers assume no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.
17. The liability of the appraisers' company, its owner and staff, is limited to the Client only. There is no accountability, obligation, or liability to any third party. The appraisers are in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally.
18. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA in estimating the value of the property has not been considered.

CERTIFICATION

The undersigned appraisers certify that they have personally examined and appraised the land located along the northeasterly corner of North Mountain Avenue and East Nevada Street identified as Map and Tax Lot 39-1E-04AD, 100 in Ashland, Oregon; and to the best of their knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal unbiased professional analyses, opinions, and conclusions.
3. We have no past, present, or prospective direct or indirect interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a required minimum valuation, a specific valuation, or the approval of a loan.
7. We are competent to appraise the property that is the subject of this report based on our previous experience appraising similar type properties.
8. The reported analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the effective date of this report, Gregory S. Schuler and David M. Matlock have completed the certification requirement with respect to continuing education for certified general

appraisers within the State of Oregon. As of the date of this report, Gregory S. Schuler has completed the continuing education program for Practicing Affiliates of the Appraisal Institute.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. Gregory S. Schuler and David M. Matlock find the content and conclusions of the appraisal and the report were prepared in accordance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute. Gregory S. Schuler has made a personal interior and exterior inspection of the subject property and exterior inspections of the majority of the market properties.
13. No one provided significant appraisal or appraisal review assistance to the person(s) signing this certification.
14. The appraisers have performed services, as appraisers, but not 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. The date of the previous appraisal is February 27, 2018.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2021



DAVID M. MATLOCK
Oregon State Certified General Appraiser
License No. C001357
Expiration Date: February 28, 2022

ADDENDA

Subject Photographs



Southerly

Views along East Nevada Street near the subject frontage

Westerly





Northerly

Views along North Mountain Avenue at the subject frontage

Southerly





Views across the subject site





Views across the subject site



Personal Services Agreement

PERSONAL SERVICES AGREEMENT (LESS THAN \$25,000.00)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-4006</p>	<p>PROVIDER: Cascade Charter Company, LLC PROVIDER'S CONTACT: Gregory Schuler ADDRESS: 2800 Biddle Road Medford, Oregon 97504 PHONE: (541) 776-7530</p>
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This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") AND Cascade Charter Company, LLC. (a foreign business corporation) ("hereinafter "Provider"), for appraisal of City owned properties. **NOW THEREFORE**, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefore, but not later than March 31, 2021.
- 2. Scope of Work:** Consultant will provide appraisal of City owned properties as more fully set forth in the Consultant's Proposal dated November 05, 2020, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
6. **Compensation:** City shall pay Consultant the sum of \$7,000.00 (seven thousand dollars) as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of \$7,000.00 (seven thousand dollars) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark, proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$22,602.43 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatever nature to the extent arising out of or incident to the negligent acts, or errors or omissions in the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
 - a. **Mutual Consent.** This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. **City's Convenience.** This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.

- c. **For Cause.** City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
- i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
- d. **For Default or Breach.**
- i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- e. **Obligation/Liability of Parties.** Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.
12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee

of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegates duties under, this Agreement.
15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
 - a. **Worker's Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. **Professional Liability** insurance with a combined single limit, or the equivalent, of \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
 - c. **General Liability** insurance with a combined single limit, or the equivalent, of \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. **Automobile Liability** insurance with a combined single limit, or the equivalent, of \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. **Additional Insured/Certificates of Insurance.** Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory, excluding Professional Liability and Workers' Compensation. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested,

complete redacted copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. **Standard of Care:** The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services during the time said services are performed. CONSULTANT will reperform any services not meeting this standard without additional compensation.
16. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
17. **Consultant's Compliance With Tax Laws:**
 - 17.1 Consultant represents and warrants to the City that:
 - 17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
 - 17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
18. **Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return

receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:
Public Works Department
Attn: Contract Administrator
20 East Main Street
Ashland, Oregon 97520

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-3350

If to Consultant:
Cascade Charter Company, LLC.
2800 Biddle Road
Medford, Oregon 97504

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriations Clause. Funds Available and Authorized:** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
22. **THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL**

BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREBIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. Certification. Consultant shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

CITY OF ASHLAND:

By: [Signature]
~~City Administrator~~
Public Works Director
SCOTT FLEURY
Printed Name
11/20/2020
Date

CASCADE CHARTER COMPANY, LLC
(CONSULTANT):

By: [Signature]
Signature
Gregory S. Schuler
Printed Name
Managing Director
Title
11/19/20
Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

I was able to speak to Scott Flairy regarding the four properties that the City of Ashland Public Works department needs appraised for marketing purposes. After talking with Scott, I now understand the scope of the assignment. The fees for preparing the appraisals will be as follows:

- | | |
|---|---------|
| 1. 380 Clay Street, 38-1E-11C, Tax Lot 2500 | \$2,000 |
| 2. 400 Madison, 38-1E-14AC, Tax Lot 1800 | 1,000 |
| 3. 1291 Oak Street, 38-1E-8B, Tax Lot 402 | 2,000 |
| 4. 88-1E-04AD, Tax Lot 100 | 2,000 |

The above fees assume all four appraisals are completed at the same time.

Given the holiday season and our current workload, we anticipate completing the assignment by the end of the year or the first week of January 2021.

As to the next, it is my understanding that you will be providing a contract for our execution.

Thank you for the opportunity of working with you on these appraisals. If you have any questions, please call.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



Gregory S. Schuler

EXHIBIT B

CITY OF ASHLAND, OREGON

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

\$15.74 per hour, effective **June 30, 2020.**

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.



Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$22,002.43 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of \$22,002.43.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- Note: For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-8002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

**CITY OF
ASHLAND**

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the degree of skill and diligence normally employed by professional engineer standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant's signature

Date

QUALIFICATIONS

GREGORY S. SCHULER

Employment

1981 to Present: Principal with Cascade Charter Company, LLC (or other related companies) in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

2004 to 2007: CEO of First Charter Companies In Jacksonville and Medford, Oregon. First Charter Real estate development, construction, and marketing.

1994 to 2000: Secretary/Treasurer of Commercial Real Estate Advisors, Inc. (CRA), Medford, Oregon. Commercial and retail real estate development, construction, and leasing.

1976 to 1980: Pulver & Leever Commercial Real Estate, Medford, Oregon. Real estate marketing specializing in commercial and industrial sales and leasing.

Professional Affiliations

State Certified General Appraiser:

Oregon
California

License No. C000268
License No. AG017213

Associate Member, Appraisal Institute

Licensed Real Estate Broker, State of Oregon. License No. 780401812

Appraisal Courses

Uniform Standards of Professional Appraisal Practice
Basic Valuation Procedures
Small Hotel/Motel Valuation
Federal Land Exchanges
Technical Inspection of Real Estate
Appraisal Review – General
General Appraiser Sales Comparison Approach
Litigation Appraising: Specialized Topics and Applications
Oregon Land Use Law
Right of Way Appraisals
Oregon Water Law
Update and Review of Oregon Law and the Appraiser
Identifying Comparable Properties
Eminent Domain

Education

Bachelor of Science degree in Business and Marketing, Oregon State University, 1973.



GREGORY S SCHULER
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD
MEDFORD, OR 97504

Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

License No.: C000268

Issue Date: June 01, 2019

Expiration Date: May 31, 2021

Gae Lynne Cooper, Administrator

QUALIFICATIONS DAVID M. MATLOCK

Employment

2012 to Present: Associate with Cascade Charter Company, LLC in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

Professional Affiliations

State Certified General Appraiser:

Oregon

License No. C001357

Appraisal Courses

Uniform Standards of Professional Appraisal Practice
Appraisal Principles
General Appraiser Market Analysis and Highest and Best Use
Real Estate Finance Statistics and Valuation Modeling
General Appraiser Site Valuation and Cost Approach
General Appraiser Sales Comparison Approach
General Appraiser Income Approach
Small Hotel/Motel Valuation
Comparative Analysis
Commercial Appraisal Review
Expert Witness for Commercial Appraisers

Education

Bachelor of Science degree in Business Management, Southern Oregon University.



Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

DAVID M MATLOCK
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD
MEDFORD, OR 97504

License No.: C001357

Issue Date: March 01, 2020

Expiration Date: February 28, 2022

Chad Koch, Interim Administrator



Council Business Meeting

Date: April 7, 2026

Agenda Item	Requested Information on City Hall Repairs
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE

5 minutes

CATEGORY

Informational - this is to inform the body on a particular topic. No motion or direction needed.

SUMMARY

Follow-up on the information requested at the March 27, 2026, Special Meeting

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION

On March 27, 20206, the City Council held a Special Meeting focused on the recommended City Hall repairs, and the use of the Community Center as temporary office space for the staff displaced from City Hall. At that Special Meeting, several information requests were made by Councilors regarding the City Hall repairs. This agenda item provides the follow-up information.

The Engineer's Assessment says there is structural risk in high wind events. How do they determine that? Due to the age of the building, construction type, and observed structural deficiencies, the structure does not meet current construction or building codes. Since it does not meet code, the engineering firm (ZCS) cannot confirm that it will remain structurally sound during a high-wind event. They recommend that the City perform follow-up inspections post wind, seismic, and snow events to ensure further structural issues have not occurred.

Which of the repairs can we do in house? Of the recommended immediate repairs, staff anticipate being able to do the principal electrical work, hot water heater replacement, and pest control in house. The City is currently waiting on asbestos testing before our City electrician does a deeper inspection of the knob and tube wiring and unboxed splices to better understand if we will need to contract out any of the electric work.

For the repairs we can't do in house, what is the process and estimated timeline if we decide to make the repairs? For the recommended repairs that we cannot do in house, staff would follow the steps and rough timeline outlined below.

- Receive Council direction on which repairs they would like to move forward with (timing variable)
- Identify the funding source for the repairs and go through a budget supplemental process or the regular biennial budgeting process to allocate the funds (timing variable)
- Develop bid documents for the repairs (2-3 weeks)
- Post the bids and have an onsite meeting for potential bidders (3-4 weeks)
- Select bidder, finalize contracts, and issue notice to proceed (3-4 weeks)
- Contractor performs repairs (1-2 months)

Note, staff's recommendation is to wait on any major repairs to the building until the City has clarity around its future use and Council's desired timeline. The City is currently considering a Facilities Master Plan, Strategic Plan, and City Hall Title litigation, which may help inform the future use of City Hall.





Council Business Meeting

FISCAL IMPACTS

TBD

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

None

REFERENCES & ATTACHMENTS

1. City Hall Repair Estimates Table
2. Ashland City Hall - Engineers Assessment Report



APPRAISAL OF:

**1291 Oak Street
Ashland, Oregon**

**Prepared For:
City of Ashland**

**Report Date:
January 28, 2021**

**Date of Value:
January 11, 2021**





CASCADE CHARTER COMPANY, LLC
REAL ESTATE APPRAISALS - CONSULTING

LAWRENCE E. BROWN, MAI CRE (1942 - 1990)
GREGORY S. SCHULER
DAVID M. MATLOCK
MARGARET NELSON-QUIN
BROOKE LEVISON
DEB CHRISTOPHERSON

January 28, 2021

Scott Fleury
Public Works Director
City of Ashland
20 East Main Street
Ashland, Oregon 97520

Reference: Appraisal of the property located at 1291 Oak Street in Ashland, Oregon. Our File No. 4783.3.

Dear Mr. Fleury:

In response to your request, we have personally examined and appraised the property located at 1291 Oak Street in Ashland, Oregon. The purpose of this appraisal report is to set forth our opinion relative to the "as is" market value of the **fee simple interest** in the subject property. It is our understanding the appraisal report will be utilized by authorized representatives of the City of Ashland for internal decision making purposes. No other purpose, use, or users of this appraisal report are authorized or intended.

This appraisal report is prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP); the Financial Institution's Reform, Recovery, and Enforcement Act of 1989 (FIRREA); and Chapter 12 Code of Federal Regulation Part 34 (12CFR34) of the Office of the Comptroller of the Currency titled, "Real Estate Appraisals." This report is also prepared within the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Interagency Appraisal and Evaluation Guidelines (effective December 10, 2010). This appraisal assignment is not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.

Based upon the studies and examinations made, the opinion is formed subject to the limiting conditions and assumptions stated herein, that the "as is" market value of the **fee simple interest** in the subject property based upon economic and market conditions effective as of January 11, 2021 is as follows:

"As Is" Market Value (January 11, 2021)

SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS

\$685,000

A residential form appraisal is prepared to address the value of the existing single-family residence on-site. The residential form appraisal provides an appropriate indication as to the market value of the property. The form appraisal prepared for this component of the subject property follows. The residential form report was prepared by Margaret Nelson-Quin of our office who is an SRA member of the Appraisal Institute.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified Appraiser
License No. C000268
Expiration Date: May 31, 2021

APPRAISAL OF REAL PROPERTY



LOCATED AT

1291 Oak St
Ashland, OR 97520

Reference is made to the Proposed Property Boundary Map in the addendum.

FOR

City of Ashland

OPINION OF VALUE

685,000

AS OF

1/11/2021

BY

Margaret Nelson-Quin, SRA
Phoenix Appraisal
P.O. Box 596
Ashland, OR 97520
(541) 531-2310
margaret@phoenixappraisal.org

Borrower	N/A	File No. 4783.Oak.SFR		
Property Address	1291 Oak St			
City	Ashland	County	Jackson	State OR Zip Code 97520
Client	City of Ashland			

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Borrower	N/A	File No. 4783.Oak.SFR
Property Address	1291 Oak St	
City	Ashland	County Jackson State OR Zip Code 97520
Client	City of Ashland	

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report** (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

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


- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, 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 no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)
 My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: Three to six months.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

APPRAISER:

Signature: 
 Name: Margaret Nelson-Quinn, SRA

State Certification #: CRO0587
 or State License #: _____
 State: OR Expiration Date of Certification or License: 10/31/2022
 Date of Signature and Report: 01/27/2021
 Effective Date of Appraisal: 1/11/2021
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): 1/11/2021

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date of Signature: _____
 Inspection of Subject: None Interior and Exterior Exterior-Only
 Date of Inspection (if applicable): _____

RESIDENTIAL APPRAISAL REPORT

File No.: 4783.Oak.SFR

Property Address: 1291 Oak St	City: Ashland	State: OR	Zip Code: 97520
County: Jackson	Legal Description: Reference is made to the Proposed Property Boundary Map in the addendum.		
Tax Year: 2020	R.E. Taxes: \$ Unk	Special Assessments: \$ 0	Assessor's Parcel #: 1-012741-8(1)
Current Owner of Record: City of Ashland	Occupant: Owner	Tenant	<input checked="" type="checkbox"/> Vacant
Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)	Borrower (if applicable): N/A		
Market Area Name: North Ashland	Map Reference: 381E-33 402 (1)	HOA: \$ 0 <input type="checkbox"/> per year <input type="checkbox"/> per month	
Census Tract: 0018.00			

The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined) or <input type="checkbox"/> other type of value (describe)	This report reflects the following value (if not Current see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective		
Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)			
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)			
Intended Use: Internal decision making purposes.			
Intended User(s) (by name or type): City of Ashland			
Client: City of Ashland		Address: 20 East Main Street Ashland, Oregon 97520	
Appraiser: Margaret Nelson-Quin, SRA		Address: P.O. Box 596, Ashland, OR 97520	

Location: <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Property values: <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	Demand/supply: <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.	Predominant Occupancy: <input checked="" type="checkbox"/> Owner 95 <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant >5%	One-Unit Housing PRICE AGE \$ (000) (yrs) 400 Low 2 979 High 131 617 Prod 44	Present Land Use One-Unit 80 % 2-4 Unit 5 % Multi-Unit 5 % Comm'l 5 % Vacant 5 %	Change in Land Use <input type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input checked="" type="checkbox"/> In Process * * To: See attached addendum.
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Subject is bordered on the north and east by Interstate 5 on the south by Downtown Ashland, and on the west by Highway 99 North. The total number of active listings is declining and sales are stable after an increase in the third quarter of the period. A market analysis was run on homes in the 13-15 month range, which represents the same marketing period of the prior year. In addition to the 12 month range and the median sales price for the same period in the prior year was \$617 000. This shows, along with above data and SOMLS published statistics that the market has increased by 5.8 percent. The sales which formulate the market trend are not necessarily those which would be utilized as comparable sales in this report due to differences in quality and condition.									

Dimensions: Refer to Plat Map	Site Area: 1.81 ac (1)
Zoning Classification: EFU	Description: Exclusive Farm Use - minimum 80 acres, with 1 dwelling unit per tax lot. See attached addendum.
dwelling unit per tax lot. See attached addendum.	Zoning Compliance: <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning
Are CC&Rs applicable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	Have the documents been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Highest & Best Use as Improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)	Ground Rent (if applicable): \$ /
Actual Use as of Effective Date: Single Family Residential	Use as appraised in this report: Single Family Residential
Summary of Highest & Best Use: See attached addendum	

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Level to sloping
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal	Street	Asphalt Paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	1.81 ac (1)
Gas	<input type="checkbox"/>	<input type="checkbox"/>	None	Curb/Gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Shape	Irregular
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Adequate
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal	Street Lights	Pole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	B-Creek BsyRd
Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>	None	Alley	Asphalt Paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

Other site elements: <input type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input checked="" type="checkbox"/> Other (describe)	Rural Tract
FEMA Spec'l Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FEMA Flood Zone AE
FEMA Map # 41029C2204F	FEMA Map Date 5/3/2011
Site Comments: No adverse easements or encroachments noted. See attached addendum for a discussion of the subject's location in the flood hazard zone.	

General Description # of Units 1 <input type="checkbox"/> Acc.Unit # of Stories 2 Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. Design (Style) DT2-RRnchCL4 <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons. Actual Age (Yrs.) 24 Effective Age (Yrs.) 15	Exterior Description Foundation Conc Perm/Avg Exterior Walls OSB Avg Roof Surface Comp/Avg Gutters & Dwnspts. Metal/Avg Window Type Dual Pane/Avg Storm/Screens Windows/Avg	Foundation Slab None Crawl Space Full Basement None Sump Pump <input type="checkbox"/> Dampness <input type="checkbox"/> Settlement None Noted Infestation None Noted	Basement <input checked="" type="checkbox"/> None Area Sq. Ft. % Finished Ceiling Walls Floor Outside Entry	Heating Type H/rmp Fuel Elec Cooling Central H/rmp Other
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RESIDENTIAL APPRAISAL REPORT

File No.: 4783.Oak.SFR

Interior Description		Appliances		Attic <input checked="" type="checkbox"/> None	Amenities			Car Storage <input type="checkbox"/> None	
Floors	Cpt. Lam Vln/Avg	Refrigerator	<input type="checkbox"/>	Stairs	<input type="checkbox"/>	Fireplace(s) #	1	Woodstove(s) #	0
Walls	Sheetrock/Avg	Range/Oven	<input checked="" type="checkbox"/>	Drop Stair	<input type="checkbox"/>	Patio	Cov. Concrete	Shed2	Wood Frame
Trim/Finish	Paint Wood/Avg	Disposal	<input checked="" type="checkbox"/>	Scuttle	<input type="checkbox"/>	Deck	Cov. Poly2	GOff	Interior
Bath Floor	Vln/Avg	Dishwasher	<input checked="" type="checkbox"/>	Doorway	<input type="checkbox"/>	Porch	Cov. Concrete	GShp	Interior
Bath Wainscot	CM.Fc/Avg	Fan/Hood	<input checked="" type="checkbox"/>	Floor	<input type="checkbox"/>	Fence	Wd. Poly	Guest	Wood Frame
Doors	SC&HC Wd	Microwave	<input type="checkbox"/>	Heated	<input type="checkbox"/>	Pool	None		
		Washer/Dryer	<input type="checkbox"/>	Finished	<input type="checkbox"/>				

Finished area above grade contains: 5 Rooms 2 Bedrooms 2.0 Bath(s) 2,119 Square Feet of Gross Living Area Above Grade

Additional features: Dual pane windows are included in energy efficient upgrades.

Describe the condition of the property (including physical, functional and external obsolescence): C3-No updates in the prior 15 years. See addendum for additional comments.

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	1291 Oak St Ashland OR 97520	1980 E Main St Ashland OR 97520		1920 E Main St Ashland OR 97520		680 Oak St Ashland OR 97520	
Proximity to Subject		2.22 miles SE		2.21 miles SE		0.77 miles S	
Sale Price	\$	\$ 745,000		\$ 830,000		\$ 518,000	
Sale Price/GLA	\$ /sq.ft.	\$ 466.79 /sq.ft.		\$ 303.58 /sq.ft.		\$ 240.04 /sq.ft.	
Data Source(s)		SOMLS#220108693;DOM 4		MLS#220102576;DOM 38		MLS#103005307;DOM 365	
Verification Source(s)	Inspection	Doc: 20-31551 /SP%LP: 102		Doc: 20-40180 /SP%LP: 97.65		Doc: 20-21869 /SP%LP: 94.18	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions		ArmLth Conv:8000	-8,000	ArmLth Conv:0		ArmLth Conv:0	
Date of Sale/Time		s10/20:c9/20	+9,536	s8/20:c7/20	+15,936	s8/20:c5/20	+13,261
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	N:Crkfr:Crn/Ind.PkTr	A:BsYRd:	+10,000	N:BsYRd SetBck	0	N:Residential	0
Site	1.81 ac (1)	1.30 ac	0	1.71 ac	0	0.34 ac	+7,350
View	B:Creek BsYRd	B:Pond BsYRd	0	N:Mtn/Pastoral	+20,750	N:Pastoral	+12,950
Design (Style)	DT2:RRnchCL4	DT1:RanchCL4	0	DT1:Ranch CL4	0	DT1:RanchCL3	
Quality of Construction	Q3	Q3		Q3		Q4	+15,106
Age	23	33	0	37	0	76	0
Condition	C4	C3	-9,576	C3	-18,404	C4	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	5 2 2.0	5 2 2.0	0	9 5 3	-20,000	8 4 3	-15,000
Gross Living Area	2,119 sq.ft.	1,598 sq.ft.	+26,200	2,734 sq.ft.	-30,800	2,158 sq.ft.	0
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Fau/Cac/Fpl	Fau/Cac/Fpl		Fau/Cac/Fpl		Hrmp/Hrmp/Fpl	0
Energy Efficient Items	Dual Pane	Dual Pane		Dual Pane		Dual Pane	
Garage/Carport	10pd4cp12dw	1cp4dw	+17,500	3pb4dw	+5,000	None	+20,000
Porch/Patio/Deck	CPatio CDeck(2)	Porch Deck	+6,000	CPorch Deck	+5,000	Patio	+9,000
Additional features	Gst Gshp Goff Shd2	ADU1472	-39,520	Bam Strp Gshp	+2,000	Gst420 Shp	+7,700
Water Features	YCrak 100YrFlood	YPond 500YrFlood		YCrak YPond	-5,000	None	+5,000
Zone/Irrigated Acres	EFU-Irr 1.81 ac (2)	RR-5 Irr 0.5	+3,275	RR5/1.5 ac	0	R-1-5 Irr 0.34	+3,675
Updates	None	None		Remod 2008		Kitchen	
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$	15,415	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-23,518	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$	79,042
Adjusted Sale Price of Comparables		Net Gross 2.1% 17.4%	\$ 760,415	Net Gross 2.8% 14.8%	\$ 806,482	Net Gross 15.3% 21.1%	\$ 597,042



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RESIDENTIAL APPRAISAL REPORT

File No.: 4783.Oak.SFR

INCOME APPROACH TO VALUE (if developed) The Income Approach was not developed for this appraisal.

Estimated Monthly Market Rent \$ _____ X Gross Rent Multiplier _____ = \$ _____ Indicated Value by Income Approach

Summary of Income Approach (Including support for market rent and GRM):

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project: _____

Describe common elements and recreational facilities:

Indicated Value by: Sales Comparison Approach \$ 685,000 Cost Approach (if developed) \$ _____ Income Approach (if developed) \$ _____

Final Reconciliation The sales comparison approach measures actual buyer-seller activity in the market and is the most reliable indicator of residential market value. Neither the cost or the income approaches have been developed due to the scope of work.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: See attached addendum

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 685,000 , as of: 1/11/2021 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

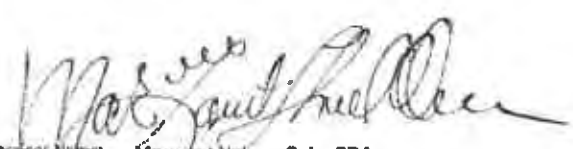
A true and complete copy of this report contains 36 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.

Attached Exhibits:

<input checked="" type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Limiting Cond./Certifications	<input checked="" type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Photograph Addenda	<input checked="" type="checkbox"/> Sketch Addendum
<input checked="" type="checkbox"/> Map Addenda	<input checked="" type="checkbox"/> Additional Sales	<input type="checkbox"/> Cost Addendum	<input checked="" type="checkbox"/> Flood Addendum	<input type="checkbox"/> Manuf. House Addendum
<input type="checkbox"/> Hypothetical Conditions	<input checked="" type="checkbox"/> Extraordinary Assumptions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Client Contact: _____ Client Name: City of Ashland

E-Mail: _____ Address: 20 East Main Street Ashland Oregon 97520

<p>APPRAISER</p>  <p>Appraiser Name: Margaret Nelson-Quin, SRA Company: Phoenix Appraisal Phone: (541) 531-2910 Fax: _____ E-Mail: margaret@phoenixappraisal.org Date of Report (Signature): 01/27/2021 License or Certification #: GR00587 State: OR Designation: _____ Expiration Date of License or Certification: 10/31/2022 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 1/11/2021</p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p> <p>Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____ Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____ State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: _____</p>
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ADDITIONAL COMPARABLE SALES

File No.: 4783.Oak.SFR

FEATURE	SUBJECT	COMPARABLE SALE # 4		COMPARABLE SALE # 5		COMPARABLE SALE # 6	
Address	1291 Oak St Ashland, OR 97520	3300 Siskiyou Blvd Ashland, OR 97520		700 Helman St Ashland, OR 97520		756 E Ashland Ln Ashland, OR 97520	
Proximity to Subject		4.46 miles SE		0.42 miles S		1.03 miles NW	
Sale Price	\$	\$ 650,000		\$ 485,000		\$ 885,000	
Sale Price/GLA	\$ /sq.ft.	\$ 291.09 /sq.ft.		\$ 333.10 /sq.ft.		\$ 341.04 /sq.ft.	
Data Source(s)		MLS #103011082;DOM 56		MLS#103000525;DOM 245		MLS# 220104775;DOM 103	
Verification Source(s)	Inspection	Doc: 20-18470 /SP%LP:94.30		Doc: 20-5576 /SP%LP: 94.18		Broker: 541-951-7853 /SPR: 97.05	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions		Armlth Conv:0		Armlth Conv:0		Listing	
Date of Sale/Time		s06/20:c05/20	+16,640	s2/20:c12/19	+20,176	c11/20 :84.18 sp)	-140,000
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	N:Crkfrt;Cm/Ind,PkTr	A:Bs;Str.FrwNse	+10,000	B:Crkfrt.StpSlp	0	N:Rural	
Site	1.81 ac (1)	5.03 ac	-3,542	0.28 ac	+7,650	9.49 ac	-8,448
View	B:Creek Bs;Rd	B:Vily;Mtn Bs;Rd	0	B:Creek	0	B:Mtn;Vily, Bs;Rd	0
Design (Style)	DT2:RRnchCL4	DT2:RRch CL3		DT1:RanchCL4		DT1:Custom CL5	
Quality of Construction	Q3	Q4	+33,495	Q3		Q2	-38,925
Age	23	67		44		3	0
Condition	C4	C3	-13,398	C4		C2	-31,140
Above Grade Room Count	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
	5 2 2.0	8 4 1.0	-5,000	7 1 1	+10,000	6 2 2.5	-2,500
Gross Living Area	2,119 sq.ft.	2,233 sq.ft.	-5,700	1,456 sq.ft.	+33,200	2,595 sq.ft.	-23,800
Basement & Finished Rooms Below Grade	0sf	0sf		1,780sf/1780sf 2 bed 1 bath	-44,500 -15,000	0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Fau/Cac;Fpl	Fau/Cac;Fpl		Fau/Cac	+1,000	Fau/Cac;Fpl,Wds	-1,000
Energy Efficient Items	Dual Pane	Dual Pane		Dual Pane		Dual Pane	
Garage/Carport	10gd4cp12dw	1gd1cp6dw	+12,500	2ga2dw	+10,000	5dw	+20,000
Porch/Patio/Deck	CPatio CDeck(2)	Deck	+9,000	Deck Patlo	+8,000	Lg Deck	+4,000
Additional features	Gst Gsh; Goff Shd2	Barn Shp;2,Shd	-4,000	Shd	+10,000	Barn ComGH	+2,000
Water Features	YCreek 100YrFlood	None	+5,000	None	+5,000	None	+5,000
Zone/Irrigated Acres	EFU;Irr 1.81 ac (2)	EFU Irr 1.0	+2,025	R-1-5 Irr 0.28	+3,825	EFU	+4,525
Updates	None	Kitchen,Bath		Kitchen		None	
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 57,020	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 47,351	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -210,288
Adjusted Sale Price of Comparables		Net 8.8 % Gross 18.5 %	\$ 707,020	Net 9.8 % Gross 34.3 %	\$ 532,351	Net 23.8 % Gross 31.8 %	\$ 674,712
Summary of Sales Comparison Approach		See attached addendum.					

SALES COMPARISON APPROACH



Supplemental Addendum

File No. 4783.Oak.SFR

Borrower	N/A				
Property Address	1291 Oak St				
City	Ashland	County	Jackson	State	OR Zip Code 97520
Client	City of Ashland				

Market Conditions

Pandemic:

The global outbreak of a “novel corona virus” known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned, and reminded that the conclusions presented in this appraisal report apply only as of the effective date indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Highest and Best Use

(1) The subject of this appraisal includes only the land which comprises the portion of the tax lot located on the south side of Bear Creek as highlighted in the Plat Map Addendum and further detailed in the Proposed Property Boundary Map in the addendum.

The subject zoning designation is EFU a Jackson County zone designation for Exclusive Farm Use with a minimum lot size of 80 acres. The subject site at 1.81 acres is legal non-conforming. An extraordinary assumption is made that the proposed lot line adjustment separating the subject homesite from the excess land north of the southerly perimeter of Bear Creek can be perfected.


As if vacant the most probable, physically possible, legally permissible, financially feasible improvement, which would be the maximally productive use would be a new single family improvement for immediate sale to an owner occupant.

As improved the existing dwelling continues to contribute value to the land. The existing residential improvement could be rebuilt on the existing footprint within 12 months if destroyed.

It should be noted that the construction of the subject main dwelling is currently within the Riparian Protection Corridor of Bear Creek. As a result it is unknown whether replacement of the dwelling in its current location would be allowed if the improvement was destroyed. Reference is made to the Water Resources Protection Zones (Overlay) chapter of the City of Ashland Land Use Ordinance Chapter 18. Permanent improvements within the Riparian Protection Corridor must be located 50 feet upland from the top of the creek bank. As indicated in the description of the improvements, the northerly elevation of the subject dwelling is currently within 50 feet upland from the top of the creek bank.

Site: Locational Influences:

It should be noted that there are both positive and negative external influences associated with the subject’s location.

Signature 
Name Margaret Nelson-Quinn, SRA
Date Signed 01/27/2021
State Certification # CR00587 State OR
Or State License # State

Signature _____
Name _____
Date Signed _____
State Certification # _____ State _____
Or State License # _____ State _____

Supplemental Addendum

File No. 4783.Oak.SFR

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County	Jackson
		State	OR
Client	City of Ashland	Zip Code	97520

Positive: The subject is bordered on the north by Bear Creek, a tributary of the Rogue River. The creek provides both beneficial sound as there is a riffle (waterfall) near the main dwelling, and visual benefit as the dwelling is located within 10 feet of the top of the creek bank. Additionally the Ashland Dog Park and the Bear Creek Greenway can be accessed directly from the public maintenance roadway which provides access to the subject from Oak Street. Although the property is located near downtown, this location is not considered to be "walking distance" from the commercial core which is the predominant driver for the semi-rural sector of the market.

Negative: The subject is located just south of the Ashland Water Treatment Plant and when winds are coming from the northwest nearby residential uses experience sewage odor from the plant. Additionally the subject view to the northeast is of the mountains with the interstate in the foreground. It should be noted that although most properties in similar vicinity to the interstate would experience freeway sounds, the creek noise drowns out most of the traffic noise. The subject location has been developed with both industrial and commercial uses to the north and the south. On the south a tall barrier has been erected to obscure the view of the two-story commercial building on the adjacent lot to the south. Industrial improvements to the north are located a distance from the subject residence and although this proximity may allow for future heavy equipment traffic it is not immediately proximal to the subject's residential use.

Overall the subject's positive and negative locational influences are considered to generally offset each other. As a result the subject location is reported within the report as Neutral and adjustments to the comparable sales are made accordingly.

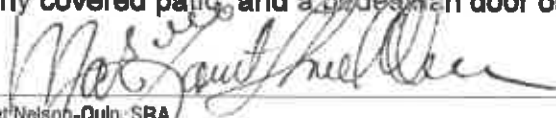
Condition of the Improvements

Entry to the living/dining room is provided from a covered front stoop. The stair to the second level loft bedroom, a north-south hallway, and the kitchen are located off the living/dining room. The living/dining room are carpeted, there is a gas fireplace, and access to the creek view deck. The kitchen is constructed of above average materials with vinyl laminate countertops trimmed with stained wood, a cooking island with breakfast bar, and inset dual basin sink with view to the creek.

The first floor bathroom, laundry, and bedroom are located off the north-south hallway. The bathroom on this level is better than average quality and includes a sauna room. The second floor loft bedroom includes a walk-in closet, en suite bathroom, and exterior access to the view deck. It should be noted that from this level the Interstate is more visible and audible than it is from the first floor.

Exterior exits are provided in the laundry room, the bedrooms, and the living/dining room. Floor covering in the bathrooms and laundry room is sheet vinyl. Kitchen floor covering is vinyl laminate, and both bedrooms are carpeted. There have been no observable updates in the prior 15 years.

The garage at the subject is a larger than typical 10 car-bay building with office area and shop area inside. This building is sided with concrete fiber siding and flooring appears to be some kind of polymer tile. The building is provided with pedestrian access from the south covered patio, the northerly covered patio, and a pedestrian door on the easterly elevation. A porte-cochere is attached

Signature 
Name Margaret Nelson-Culn, SRA
Date Signed 01/27/2021
State Certification # CR00587 State OR
Or State License # State

Signature _____
Name _____
Date Signed _____
State Certification # _____ State _____
Or State License # _____ State _____

Supplemental Addendum

File No. 4783.Oak.SFR

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County	Jackson
		State	OR
Client	City of Ashland	Zip Code	97520

to the west side of this building, and a guest quarters with 1/2 bathroom, vinyl floor covering, and wall heat is attached to the porte-cochere. The exterior of these improvements are in good condition, however as is noted below there was evidence of water intrusion on the ceiling in the garage portion of the building.

There were several areas of deferred maintenance noted. Evidence of water intrusion was observed on the second floor bedroom baseboard, exterior trim and siding, garage ceiling, and deck covering of the first floor deck. These deficiencies and resulting condition of the improvements are considered in the selection of comparable sales.

(2) For the purpose of the appraisal an extraordinary assumption is made that the irrigation and domestic water right associated with the subject's parent tax lot can be divided to provide irrigation to the entirety of the subject's proposed tax lot.

Sales Comparison Analysis - Summary of Sales Comparison Approach

Due to the absence of sales with similar age of improvements, gross living area, and location, sales with dissimilar features and amenities are included in the analysis.

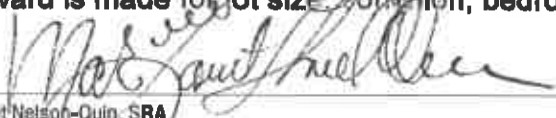
Note: In a broad search of the subject's market area no sales with covered parking superior to the subject's resulted. Considering this an across the board upward adjustment is necessary for the covered parking available at the comparable sales. Reference is made to the Adjustment Detail section which follows.

Sale No. 1 at 1980 E. Main St is overall inferior when compared to the subject. Downward adjustments are made for financing conditions, condition, and additional features. Upward adjustments are applied for market conditions, location, gross living area, covered parking, porch/patio/deck amenity, and irrigated acreage. This sale was included in the analysis due to its recent sale, its similar bedroom and bathroom count, as well as its year round pond.

Sale No. 2 at 1920 E Main St. is overall superior when compared to the subject. Adjustment downward is made for condition, bedroom and bathroom count, gross living area, and an additional year round pond. Upward adjustments are made for market conditions, view, covered parking, porch/patio/deck amenity, and additional features. This sale is included due to its similar lot area, water features, and irrigated acreage.

Sale No. 3 at 680 Oak St. is overall inferior when compared to the subject. Downward adjustments are made for bedroom and bathroom count. Upward adjustments are made for market conditions, lot size, view, quality of construction, covered parking, porch/patio/deck amenity, additional features, water features, and irrigated acreage. This sales is located on the subject street and is within one mile of the subject.

Sale No. 4 at 3300 Siskiyou Blvd. is overall inferior when compared to the subject. Adjustment downward is made for lot size, condition, bedroom and bathroom count, and gross living area, and

Signature 
 Name Margaret Nelson-Quin, SRA
 Date Signed 01/27/2021
 State Certification # CR00587 State OR
 Or State License # State

Signature _____
 Name _____
 Date Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

Supplemental Addendum

File No. 4783.Oak.SFR

Borrower	N/A				
Property Address	1291 Oak St				
City	Ashland	County	Jackson	State	OR Zip Code 97520
Client	City of Ashland				

additional features. Upward adjustments are made for market conditions, location, quality of construction, covered parking, porch/patio/deck amenity, water features, and irrigated acreage. This sale is included to bracket the subject's beneficial view with external obsolescence.

Sale No. 5 at 700 Helman St. is overall inferior when compared to the subject. Downward adjustments are made for below grade living, bedrooms and bathroom. Upward adjustments are made for market conditions, lot size, above grade bedrooms and bathrooms, above grade gross living area, fireplace, covered parking, porch/patio/deck amenity, additional features, water features, and irrigated acreage. This sale was included to demonstrate the marketability of the subject creek front location.

The following comparable listing is included in the report to demonstrate the most current market conditions. Typically listings and pending sales are not included in the analysis of market value, however an adjustment equal to the discount applied to arrive at the closed sale price has been added due to the close of the sale on the effective date of the appraisal.


Listing No. 6 at 756 E Ashland Ln. is overall superior when compared to the subject. Downward adjustment is made for conditions of sale, lot size, quality of construction, condition, bedroom and bathroom count, gross living area, and additional woodstove. Upward adjustment is made for covered parking, additional features, water features, and irrigated acreage. This pending sale was included to demonstrate the marketability of the subject's beneficial view with exterior obsolescence.

Comparable sales utilized are the most recent, relevant sales located within the subject market to shed light on current market value for the subject property. The sales were appropriately adjusted for all value influencing dissimilarities.

Adjustment Detail:

Adjustments are derived using either individual paired sales analysis, multiple paired sales using regression analysis, comparison of average and median sale prices of grouped sales with and without an amenity, published regional or national statistics, or depreciated cost of improvements according to Marshall and Swift Cost Manual.

- Sale Price Ratio adjustment is the mean of included comparables' Sale Price to List Price ratio.
- Market conditions based on SOMLS and NAR published statistics. There has been a weighted average increase in values in the subject's market area of 5.08 percent annually or 0.32 percent per month. Adjustments are made for sales greater than 90 days.

Signature 
Name Margaret Nelson-Quinn, SRA
Date Signed 01/27/2021
State Certification # CR00567 State OR
Or State License # State

Signature _____
Name _____
Date Signed _____
State Certification # _____ State _____
Or State License # _____ State _____

Supplemental Addendum

File No. 4783.Oak.SFR


Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County Jackson	State OR Zip Code 97520
Client	City of Ashland		

Change in Market Conditions Summary		
	Annual	Monthly
Ashland (SOMLS)	-9.00%	-0.75%
ASH Rural < 5 ac. (SOMLS)	21.90%	1.83%
Zip 97520 (NAR)	0.90%	0.08%
Jackson Co. (NAR)	6.50%	0.54%
Average	5.08%	0.42%
Weighted Average		0.32%

Source: Southern Oregon Multiple Listing Service (SOMLS) and National Association of Realtors Real Property Resource (NARPR).

Note: Highest weight given to change in subject market areas according to SOMLS.

- Homesites in the subject's market sector typically sell on a homesite basis. After a 0.50 acre homesite is deducted, an adjustment of \$5,000 per acre is made for properties less than one acre, and \$1,100 for homesites larger than the subject.
- Busy street influence at \$10,000 which is the equivalent of between 1.34 and 1.54 percent of the sale price except where this factor is offset by positive location or influence.
- Valley, creek, and pond views at 2.5 percent of the sale price.
- Class construction at \$15 per square foot of total living area per level of difference.
- Condition adjusted at \$6 per square foot of total living area per level of difference.
- Baths adjusted at \$5,000, \$2,500 for half baths. Due to the functional obsolescence observed in the subject bedroom count, an adjustment of \$5,000 per bedroom is made to reflect the depreciated replacement cost of additional partitioning.
- Gross living area adjustment at \$50 per square foot for differences greater than 100 square feet, based upon a regression analysis of homes in the subject market sector.
- Finished below grade living area adjusted at \$25 per finished square foot.
- Fireplace and wood stoves adjusted at \$1,000 per unit.
- Garage bays at \$5,000 per full bay for the first three bays. Carports adjusted at \$2,500 when supplemental to less than three garage bays. Within the subject's market sector there is no support for adjustment over three covered parking bays. Adjustment for the subject's fourth through tenth garage bay and four carport spaces made at \$1,000 per bay.
- Porch/patio/deck amenities are adjusted at \$3,000 per unit and \$1,000 additional for covered areas.
- Sheds adjusted at \$1,000. Barns adjusted at \$5,000. Shops adjusted at \$5,000; Garage shops and offices at \$2,500.
- Additional Dwelling Units and Guest houses adjusted at \$35 per square foot.
- Irrigated Acreage adjusted at \$2,500 per acre.
- Year round creeks and ponds adjusted at \$5,000.

Signature 
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Signature _____
 Name _____
 Date Signed _____
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 Or State License # _____ State _____

Supplemental Addendum

File No. 4783.Oak.SFR

Borrower	N/A						
Property Address	1291 Oak St						
City	Ashland	County	Jackson	State	OR	Zip Code	97520
Client	City of Ashland						

Final Reconciliation:

Neither the Cost or the income approach have been developed due to the scope of work. The sales comparison approach to value is determined to be the most representative of the market demand for the subject property type.

The unadjusted price range of sales utilized is \$485,000 to \$830,000 with adjusted sale price range of \$532,351 to \$806,482 with mean adjusted sale price of \$679,670 and median adjusted sale price of \$690,866.

Sixty-eight percent of the sales in the subject's market sector, those considered most likely to be compared to the subject, sold for between \$538,068 and \$695,432 based on an analysis of the first standard deviation of the sales. Of the adjusted sales included in the appraisal only three occurred within this range, Nos 3, 4, and 6, which are categorized as low to medium pricing. Considering this and the subject's unique location and characteristics, it is reasonable that the property will sell nearer to the top of the 68 percentile.

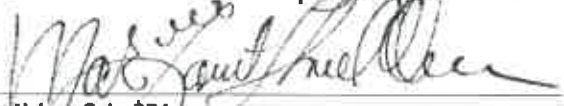
With that in mind the following is a summary of the Weighted Average Analysis of the sales included in the report. Weight has been applied to the sales considering their level of contribution to the opinion of market value, and is discussed below.

Weighted Average Analysis Summary

Sale	Net Adjust	Adj SP	% Contribution	\$ Contribution
1	2.1%	\$760,415	30%	\$228,125
2	2.8%	\$806,482	20%	\$161,298
3	15.3%	\$597,042	20%	\$119,408
4	8.8%	\$707,020	10%	\$70,702
5	9.8%	\$532,351	20%	\$106,470
6	23.8%	\$674,712	10%	\$67,471
			100%	\$686,002

Weighting was developed and applied considering net and gross adjustments, location, view, exterior and water features. Market value is determined to be within the range of the unadjusted sales, and near the median sale price and the result of the weighted average analysis which is considered to be most representative of the contribution of the available sales when considering the market's response to the subject.

The highest weight is applied to Sale Nos. 1, 2, 3 and 5. Secondary weights are applied to Sale Nos 4 and 6. A detailed analysis is provided in the discussion of the individual sales.

Signature 
 Name Margaret Nelson-Quin, SRA
 Date Signed 01/27/2021
 State Certification # CR00567 State OR
 Or State License # State

Signature _____
 Name _____
 Date Signed _____
 State Certification # _____ State _____
 Or State License # _____ State _____

Supplemental Addendum


File No. 4783.Oak.SFR

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County	Jackson
Client	City of Ashland	State	OR
		Zip Code	97520

Concluded market value for the subject is \$685,000 with a sales and marketing time of three to six months.

In an effort to demonstrate the market conditions for the subject's market area, it was necessary to include sales with a wide range of locations, ages, construction quality, condition, and view when analyzing the current market conditions. As a result the concluded market value for the subject, is above the predominant value noted in the One-Unit Housing Section on page one of the form report under the Market Area Description side heading.

Note: The condition of the subject main dwelling, guest and garage/shop/office outbuildings is reflected in the selection of the comparables with regard to their reported overall condition.

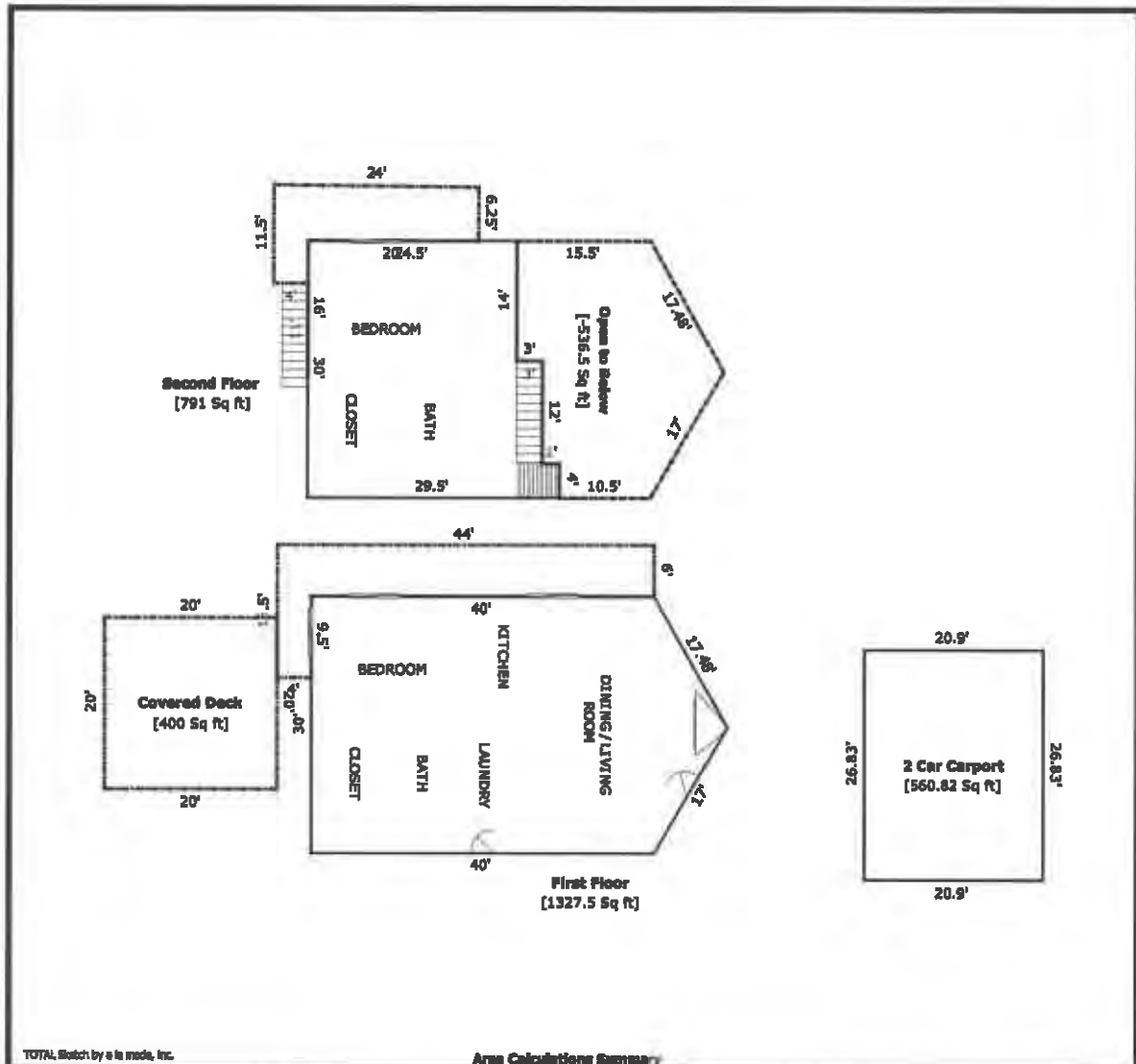
Signature 
Name Margaret Nelson-Quinn, SRA
Date Signed 01/27/2021
State Certification # CR00587 State OR
Or State License # State

Signature _____
Name _____
Date Signed _____
State Certification # _____ State _____
Or State License # _____ State _____



Building Sketch (Page - 1)

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County	Jackson
State	OR	Zip Code	97520
Client	City of Ashland		



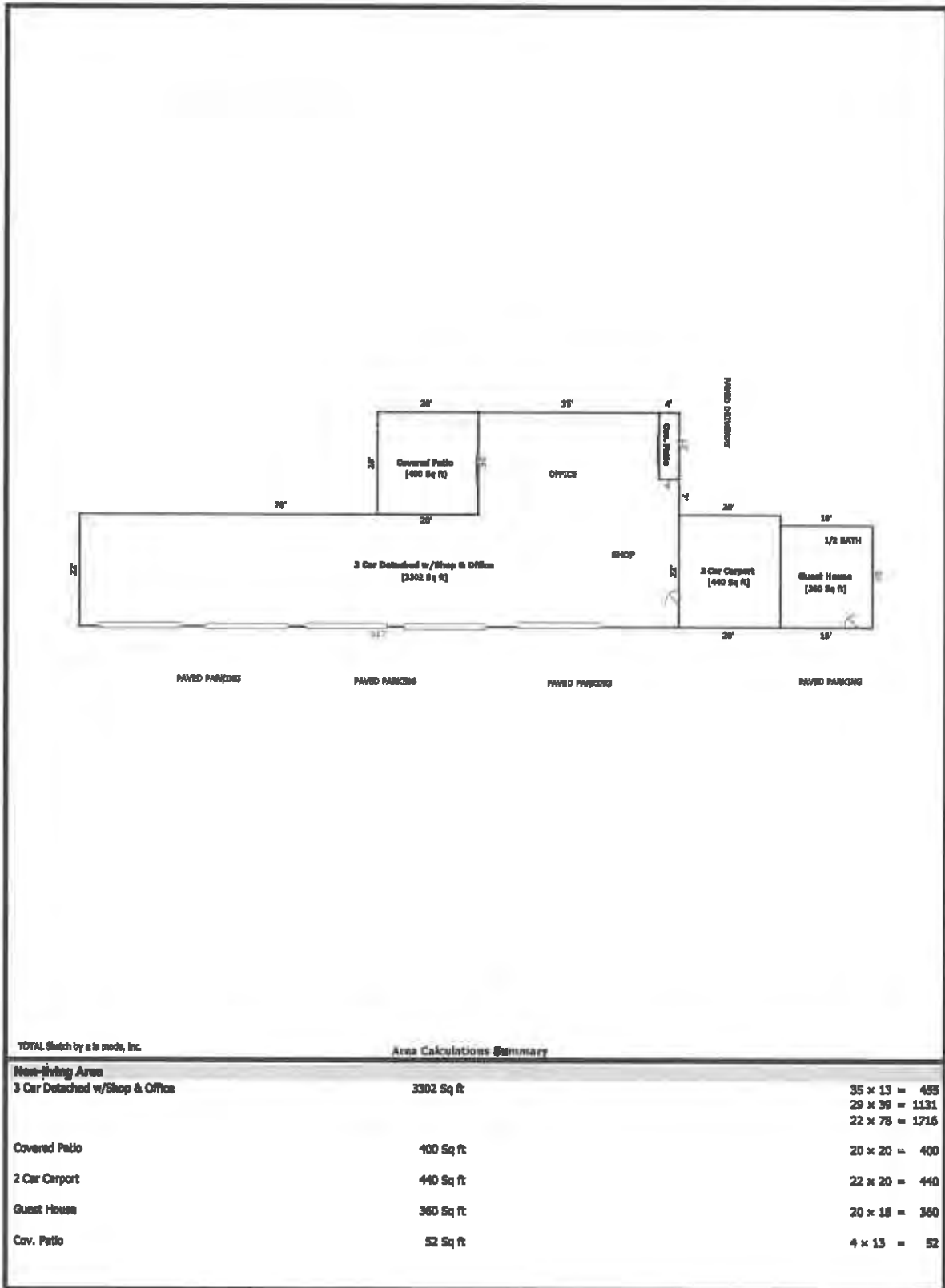
TOTAL Sketch by a la mode, Inc.

Area Calculations Summary

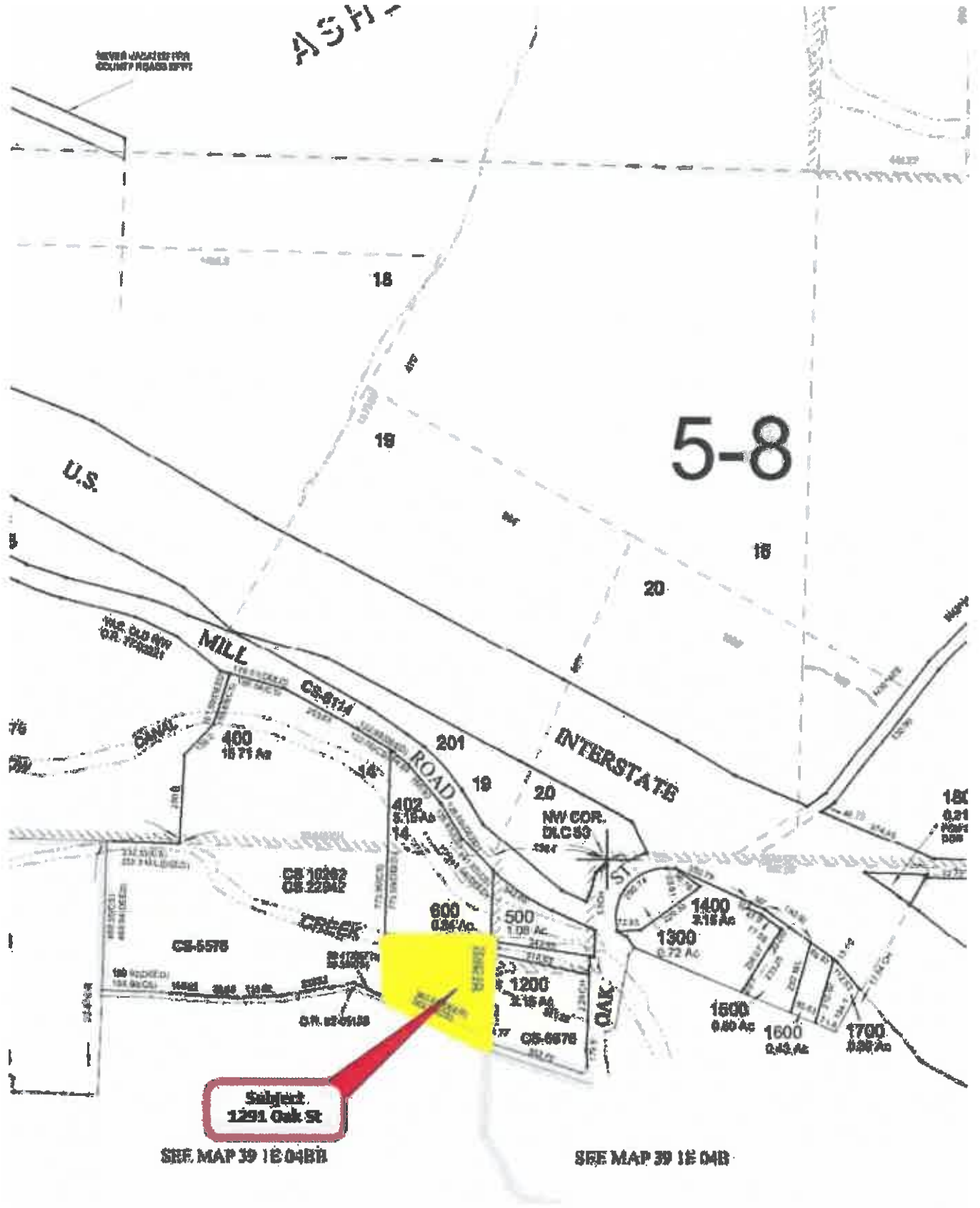
Living Area	Area	Calculation Details
First Floor	1327.5 Sq ft	$30 \times 40 = 1200$ $0.5 \times 30 \times 8.5 = 127.5$
Open to Below	-336.5 Sq ft	$14 \times 3 = 42$ $26 \times 2 = 52$ $30 \times 10.5 = 315$ $0.5 \times 30 \times 8.5 = 127.5$
Second Floor	791 Sq ft	$30 \times 24.5 = 735$ $5 \times 4 = 20$ $12 \times 3 = 36$
Total Living Area (Rounded):	2119 Sq ft	
Non-Living Area		
Covered Deck	400 Sq ft	$20 \times 20 = 400$
Covered Deck	302 Sq ft	$4 \times 9.5 = 38$ $6 \times 44 = 264$
2 Car Carport	560.82 Sq ft	$20.9 \times 26.83 = 560.82$
Covered Deck	173 Sq ft	$4 \times 5 = 20$ $24 \times 6.25 = 150$ $0.5 \times 24 \times 0.25 = 3$

Building Sketch (Page - 2)

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County	Jackson
Client	City of Ashland	State	OR
		Zip Code	97520

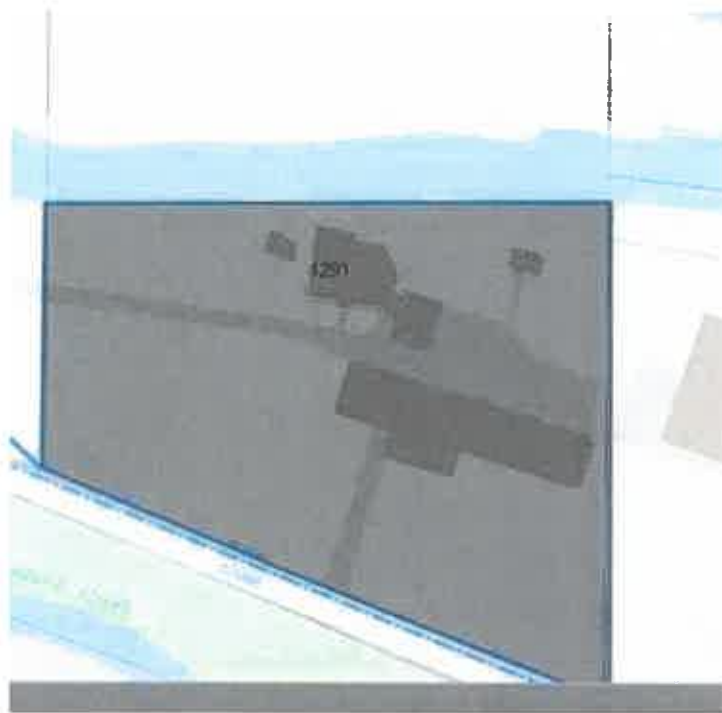


Plat Map

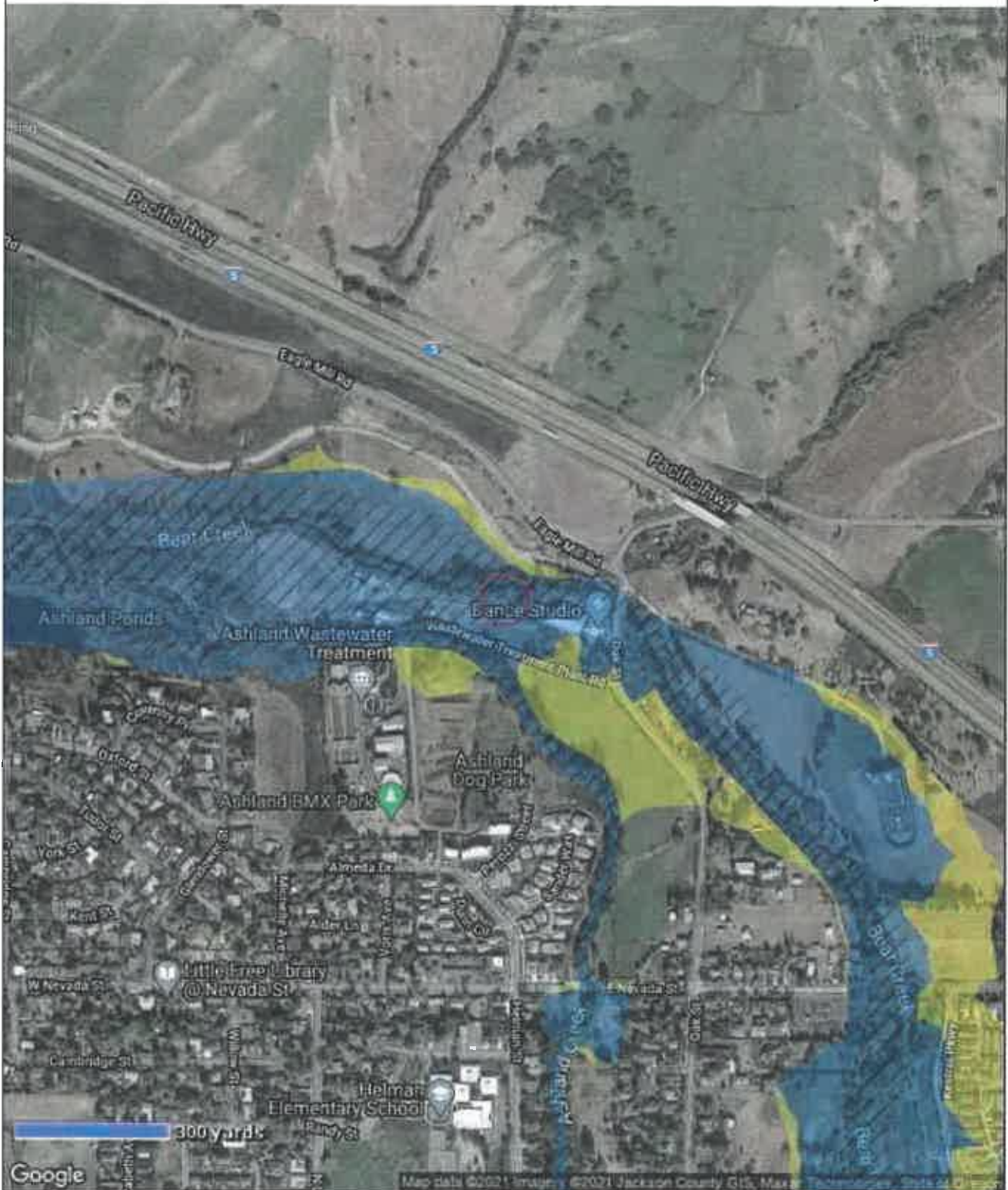


Proposed Property Boundary

Borrower	N/A						
Property Address	1291 Oak St						
City	Ashland	County	Jackson	State	OR	Zip Code	97520
Client	City of Ashland						



Estimate of Property Boundary Per Client



MAP DATA
 FEMA Special Flood Hazard Area: Yes
 Map Number: 41029C2204F
 Zone: AE
 Map Date: May 03, 2011
 FIPS: 41029

MAP LEGEND

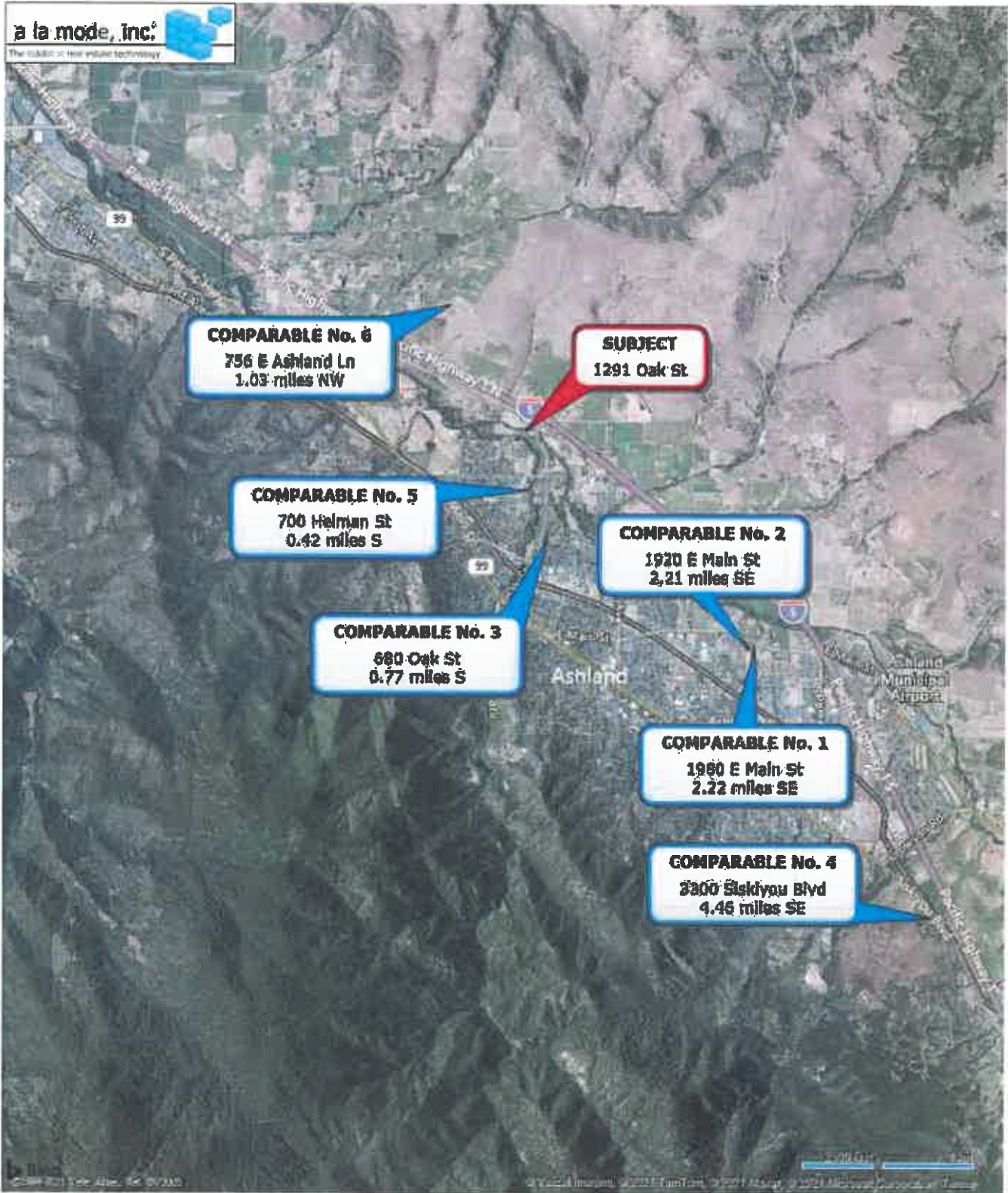
- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard

Provided by Developer

- Protected Areas
- Floodway
- Subject Area

Location Map

Borrower	N/A						
Property Address	1291 Oak St						
City	Ashland	County	Jackson	State	OR	Zip Code	97520
Client	City of Ashland						



Subject Photo Page

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County	Jackson
State	OR	Zip Code	97520
Client	City of Ashland		



Subject Front

1291 Oak St	
Sales Price	
Gross Living Area	2,119
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	2.0
Location	N;Crkfrt;Cm/Ind,PkTr
View	B;Creek, BsyRd
Site	1.81 ac (1)
Quality	Q3
Age	23



Subject Rear



Subject Street

Photograph Addendum

Borrower	N/A			
Property Address	1291 Oak St			
City	Ashland	County Jackson	State OR	Zip Code 97520
Client	City of Ashland			



View of loft bedroom



View of kitchen & deck accs.



View from dining to creek



Kitchen view



Creek view from kitchen



Floor to ceiling living windows



Living room gas fireplace



View along creekbank north



View along creekbank south



Creek view deck



Deferred maintenance



Heating and cooling ctrl.

Form PIC12_LT - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMODE

Photograph Addendum

Borrower	N/A				
Property Address	1291 Oak St				
City	Ashland	County	Jackson	State	OR
Client	City of Ashland			Zip Code	97520



View of laundry room



View of kitchen from Indy.



Kitchen view 2



Floor one bathroom



Sauna



Deferred maintenance



Bedroom No. 2



Covered north deck



Shed No. 1



View of north elev. & Bed 1



Cooled air compressor



Bedroom 1 closet

Photograph Addendum

Borrower	N/A				
Property Address	1291 Oak St				
City	Ashland	County	Jackson	State	OR
Client	City of Ashland			Zip Code	97520



Loft bedroom



Deferred maintenance



Loft bathroom



Loft shower



Loft bedroom view



Loft bedroom deck south



Second floor creek view



Loft bedroom deck north



Loft bedroom deck west



View of living room from loft



Heating register detail



Deferred maintenance

Photograph Addendum

Borrower	N/A				
Property Address	1291 Oak St				
City	Ashland	County	Jackson	State	OR
Client	City of Ashland			Zip Code	97520



Greenhouse exterior



Greenhouse interior



Greenhouse cellar



Two car carport



Main dwelling view from drive



Deferred maint.



Deferred maint.



Deferred maint.



Deferred maint.



Main dwelling west elev.



Porte cochere



View of gar/shop/off from wst.

Photograph Addendum

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County	Jackson
Client	City of Ashland	State	OR
		Zip Code	97520



Office patio



South elev. of garage & PL



Deferred maint.



10 car garage, shop, office



West elevation of gar, shp, off



Covered patio



Garage shop area



Garage office area



Storage



Change in floor plane



Interior garage



Garage heating

Photograph Addendum

Borrower	N/A		
Property Address	1201 Oak St		
City	Ashland	County	Jackson
Client	City of Ashland	State	OR
		Zip Code	97520



Deferred maint.



Deferred maint.



Deferred maint.



Guest



Guest 1/2 bathroom



Guest heat



Domestic water



Irrigation water

Comparable Photo Page

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County Jackson	State OR Zip Code 97520
Client	City of Ashland		



Comparable 1

1980 E Main St	
Prox. to Subject	2.22 miles SE
Sale Price	745,000
Gross Living Area	1,598
Total Rooms	5
Total Bedrooms	2
Total Bathrooms	2.0
Location	A;BsyRd;
View	B;Pond,BsyRd
Site	1.30 ac
Quality	Q3
Age	33



Comparable 2

1920 E Main St	
Prox. to Subject	2.21 miles SE
Sale Price	830,000
Gross Living Area	2,734
Total Rooms	9
Total Bedrooms	5
Total Bathrooms	3
Location	N;BsyRd SetBck
View	N;Mtn;Pastoral
Site	1.71 ac
Quality	Q3
Age	37



Comparable 3

680 Oak St	
Prox. to Subject	0.77 miles S
Sale Price	518,000
Gross Living Area	2,158
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	3
Location	N;Residential
View	N;Pastoral
Site	0.34 ac
Quality	Q4
Age	76

Comparable Photo Page

Borrower	N/A		
Property Address	1291 Oak St		
City	Ashland	County Jackson	State OR Zip Code 97520
Client	City of Ashland		



Comparable 4

3300 Siskiyou Blvd	
Prox. to Subject	4.46 miles SE
Sale Price	650,000
Gross Living Area	2,233
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	1.0
Location	A;BsyStr,FrwNse
View	B;Vily;Mtn,BsyRd
Site	5.03 ac
Quality	Q4
Age	67



Comparable 5

700 Helman St	
Prox. to Subject	0.42 miles S
Sale Price	485,000
Gross Living Area	1,456
Total Rooms	7
Total Bedrooms	1
Total Bathrooms	1
Location	B:Crkfrt,StpSlp
View	B;Creek
Site	0.28 ac
Quality	Q3
Age	44



Comparable 6

756 E Ashland Ln	
Prox. to Subject	1.03 miles NW
Sale Price	885,000
Gross Living Area	2,595
Total Rooms	6
Total Bedrooms	2
Total Bathrooms	2.5
Location	N;Rural;
View	B;Mtn;Vily,BsyRd
Site	9.49 ac
Quality	Q2
Age	3

Assumptions & Limiting Conditions

File No.: 4783.Oak.SFR

Property Address: 1291 Oak St

City: Ashland

State: OR

Zip Code: 97520

Client: City of Ashland

Address:

Appraiser: Margaret Nelson-Quin SRA

Address: P.O. Box 596 Ashland OR 97520

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- 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.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, 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.
- 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.
- If the cost approach is included in this appraisal, 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. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, 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, but not limited to, 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.
- 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.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

Definitions & Scope of Work

File No.: 4783.Oak.SFR

Property Address: 1291 Oak St

City: Ashland

State: OR

Zip Code: 97520

Client: City of Ashland

Address:

Appraiser: Margaret Nelson-Quin, SRA

Address: P.O. Box 596 Ashland OR 97520

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications

File No.: 4783.Oak.SFR

Property Address: 1281 Oak St

City: Ashland

State: OR

Zip Code: 97520

Client: City of Ashland

Address:

Appraiser: Margaret Nelson-Quin, SRA

Address: P.O. Box 596, Ashland, OR 97520

APPRAISER'S CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, 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 no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of 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.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

Client Contact:

Client Name:

City of Ashland

E-Mail:

Address:

APPRAISER

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

SIGNATURES



Appraiser Name: Margaret Nelson-Quin, SRA

Company: Phoenix Appraisal

Phone: (541) 531-2310

Fax:

E-Mail: margaret@phoenixappraisal.org

Date Report Signed: 01/27/2021

License or Certification #: CRO0587

State: OR

Designation:

Expiration Date of License or Certification: 10/31/2022

Inspection of Subject: Interior & Exterior Exterior Only None

Date of Inspection: 1/11/2021

Supervisory or
Co-Appraiser Name:

Company:

Phone:

Fax:

E-Mail:

Date Report Signed:

License or Certification #:

State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: Interior & Exterior Exterior Only None

Date of Inspection:



Errors and Omissions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RIVERTON INSURANCE AGENCY CORP PO Box 238 605 High St, Suite 102 Riverton NJ 08077	CONTACT NAME: Tina Gambacort PHONE (AC, No, Ext): (800) 852-4410 FAX (AC, No): (858) 273-8026 EMAIL: tina.gambacort@allstate.com ADDRESS: tina.gambacort@allstate.com														
INSURED: Margaret Nelson-Guin DBA Phoenix Appraisal P.O. Box 898 Ashland OR 97120	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Stratford Insurance Company</td> <td style="text-align: center;">40438</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Stratford Insurance Company	40438	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL2021404862 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE:	ADDITIONAL	INSURER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT <input type="checkbox"/> APPLICABLE PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any legal period) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ANY AUTO: <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:						PER STATUTE OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
A	Professional Liability Errors and Omissions			H8000072110	03/23/2015	03/22/2021	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101: Additional Remarks Schedule may be attached if more space is required)
 Retro Date: 01/28/2014

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---------------------------	--

Appraiser License



Appraiser Certification and Licensure Board State Certified Residential Appraiser *28 hours of continuing education required*

MARGARET L NELSON-QUIN
PHOENIX APPRAISAL
PO BOX 586
ASHLAND, OR 97520

License No.: CR00567

Issue Date: November 01, 2020

Expiration Date: October 31, 2022

A handwritten signature in black ink, appearing to read "Chad Koch", written over a horizontal line.

Chad Koch, Administrator

VALUATION

Based upon the studies and examinations made, the opinion is formed subject to the limiting conditions and assumptions stated herein, that the "as is" market value of the **fee simple Interest** in the subject property based upon economic and market conditions effective as of January 11, 2021 is as follows:

"As Is" Market Value (January 11, 2021)

SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS

\$685,000

ASSUMPTIONS AND LIMITING CONDITIONS

This report is made expressly subject to the following assumptions and limiting conditions:

1. No responsibility is assumed by the appraisers for matters which are legal in nature.
2. No opinion of title is rendered, and the property is appraised as though free of all encumbrances and the title marketable.
3. The appraisal covers the property described only, and the legal description is assumed to be correct.
4. No survey of the boundaries of the property has been made. All areas and dimensions furnished to the appraisers are assumed to be correct.
5. Information concerning market and operating data, as well as data pertaining to the property appraised, was obtained from others and/or based on observation. This information has been verified and checked, where feasible, and is used in this appraisal only if it is believed to be reasonably accurate and correct. However, such information is not guaranteed, and no liability is assumed resulting from possible inaccuracies or errors regarding such information or estimates.
6. The data contained herein comprises the pertinent data considered necessary to support the value estimates. We have not knowingly withheld any pertinent facts, but we do not guarantee that we have knowledge of all factors which might influence the value of the subject property. Due to rapid changes in the external factors, the value estimates are considered reliable only as of the effective date of the appraisal.
7. The appraisers assume there are no hidden or unapparent conditions of the property, subsoil, or structures, that would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for engineering required to discover such factors. It is assumed no soil contamination exists as a result of chemical drainage or leakage in connection with any production operations on or near the property. In addition, the existence (if any) of potentially hazardous materials, such as asbestos, used in the construction or maintenance of the improvements or

disposed of on-site, has not been considered. The undersigned appraisers acknowledge they are not qualified to render an opinion with regard to the presence of toxic materials, and recommend an environmental scientist be retained to determine the exact status of the property. No environmental impact studies were requested nor performed with regard to this appraisal, and the appraisers hereby reserve the right to alter, amend, revise, or rescind any portion of the value or opinions expressed herein based on any subsequent data discovered which could significantly impact the market value of the property.

8. The distribution of total valuation estimate in this report between land and improvements (if any) applies only under the existing or reported program of utilization. The separate valuation for land and improvements (if present) must not be used in conjunction with any other appraisal and is invalid if so used.
9. The assumption has been made that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
10. The property is appraised as though operated under competent and responsible ownership and management.
11. Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell for such amounts. It assumes there is full compliance with all applicable federal, state, local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
12. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless nonconformity has been stated, defined, and considered in the appraisal report.
13. The appraisers are not required to give testimony or to be in attendance in court or before other legal authority by reason of this appraisal without prior agreement and arrangement between the Client and appraisers.
14. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or RM designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, prospectus for securities, or any other public means of communication without prior written consent and approval of the appraisers.
16. The appraisers assume no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.
17. The liability of the appraisers' company, its owner and staff, is limited to the Client only. There is no accountability, obligation, or liability to any third party. The appraisers are in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally.
18. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA in estimating the value of the property has not been considered.

CERTIFICATION

The undersigned appraiser certifies that he has personally analyzed and appraised the property located at 1291 Oak Street in Ashland, Oregon; and to the best of his knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal unbiased professional analyses, opinions, and conclusions.
3. I have no past, present, or prospective direct or indirect interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. The appraisal assignment was not based on a required minimum valuation, a specific valuation, or the approval of a loan.
7. I am competent to appraise the property that is the subject of this report based on our previous experience appraising similar type properties.
8. The reported analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the effective date of this report, Gregory S. has completed the certification requirement with respect to continuing education for certified general appraisers within the

State of Oregon. As of the date of this report, Gregory S. Schuler has completed the continuing education program for Practicing Affiliates of the Appraisal Institute.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. Gregory S. Schuler finds the content and conclusions of the appraisal and the report were prepared in accordance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Institute. Gregory S. Schuler has made a personal interior and exterior inspection of the subject property and exterior inspections of the market properties.
13. No one provided significant appraisal or appraisal review assistance to the person(s) signing this certification.
14. The appraisers have performed no services, as appraisers 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.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



GREGORY S. SCHULER
Oregon State Certified General Appraiser
License No. C000268
Expiration Date: May 31, 2021

15.

ADDENDA

Personal Services Agreement

PERSONAL SERVICES AGREEMENT (LESS THAN \$25,000.00)

<p>CITY OF ASHLAND 20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-4006</p>	<p>PROVIDER: Cascade Charter Company, LLC PROVIDER'S CONTACT: Gregory Schuler ADDRESS: 2800 Biddle Road Medford, Oregon 97504 PHONE: (541) 776-7530</p>
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This Personal Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") AND Cascade Charter Company, LLC. (a foreign business corporation) ("hereinafter "Provider"), for appraisal of City owned properties.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Consultant hereby agree as follows:

- 1. Effective Date and Duration:** This Agreement shall become effective on the date of execution on behalf of the City, as set forth below (the "Effective Date"), and unless sooner terminated as specifically provided herein, shall terminate upon the City's affirmative acceptance of Consultant's Work as complete and Consultant's acceptance of the City's final payment therefor, but not later than March 31, 2021.
- 2. Scope of Work:** Consultant will provide appraisal of City owned properties as more fully set forth in the Consultant's Proposal dated November 05, 2020, which is attached hereto as "Exhibit A" and incorporated herein by this reference. Consultant's services are collectively referred to in this Agreement as the "Work."
- 3. Supporting Documents/Conflicting Provisions:** This Agreement and any exhibits or other supporting documents shall be construed to be mutually complementary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the exhibits or supporting documents.
- 4. All Costs Borne by Consultant:** Consultant shall, at its own risk, perform the Work described above and, unless otherwise specified in this Agreement, furnish all labor, equipment, and materials required for the proper performance of such Work.

5. **Qualified Work:** Consultant has represented, and by entering into this Agreement now represents, that all personnel assigned to the Work to be performed under this Agreement are fully qualified to perform the service to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
6. **Compensation:** City shall pay Consultant the sum of \$7,000.00 (seven thousand dollars) as full compensation for Consultant's performance of all Work under this Agreement. In no event shall Consultant's total of all compensation and reimbursement under this Agreement exceed the sum of \$7,000.00 (seven thousand dollars) without the express, written approval from the City official whose signature appears below, or such official's successor in office. Payments shall be made within thirty (30) days of the date of receipt by the City of Consultant's invoice. Should this Agreement be terminated prior to completion of all Work, payments will be made for any phase of the Work completed and accepted as of the date of termination.
7. **Ownership of Work/Documents:** All Work, work product, or other documents produced in furtherance of this Agreement belong to the City, and any copyright, patent, trademark, proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the City.
8. **Statutory Requirements:** The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
9. **Living Wage Requirements:** If the amount of this Agreement is \$22,002.43 or more, Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.
10. **Indemnification:** Consultant hereby agrees to defend, indemnify, save, and hold City, its officers, employees, and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, of whatever nature to the extent arising out of or incident to the negligent acts, or errors or omissions in the performance of this Agreement by Consultant (including but not limited to, Consultant's employees, agents, and others designated by Consultant to perform Work or services attendant to this Agreement). However, Consultant shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, caused solely by the negligence of City.
11. **Termination:**
 - a. **Mutual Consent.** This Agreement may be terminated at any time by the mutual consent of both parties.
 - b. **City's Convenience.** This Agreement may be terminated by City at any time upon not less than thirty (30) days' prior written notice delivered by certified mail or in person.

- c. **For Cause.** City may terminate or modify this Agreement, in whole or in part, effective upon delivery of written notice to Consultant, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement; or
 - iii. If any license or certificate required by law or regulation to be held by Consultant to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.
 - d. **For Default or Breach.**
 - i. Either City or Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and its intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period as the party giving the notice may authorize in writing, then the Agreement may be terminated at any time thereafter by a written notice of termination by the party giving notice.
 - ii. Time is of the essence for Consultant's performance of each and every obligation and duty under this Agreement. City, by written notice to Consultant of default or breach, may at any time terminate the whole or any part of this Agreement if Consultant fails to provide the Work called for by this Agreement within the time specified herein or within any extension thereof.
 - iii. The rights and remedies of City provided in this subsection (d) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
 - e. **Obligation/Liability of Parties.** Termination or modification of this Agreement pursuant to subsections a, b, or c above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to Subsection a, b, c, or d of this section, Consultant shall immediately cease all activities under this Agreement, unless expressly directed otherwise by City in the notice of termination. Further, upon termination, Consultant shall deliver to City all documents, information, works-in-progress and other property that are or would be deliverable had the Agreement been completed. City shall pay Consultant for Work performed prior to the termination date if such Work was performed in accordance with this Agreement.
12. **Independent Contractor Status:** Consultant is an independent contractor and not an employee

of the City for any purpose. Consultant shall have the complete responsibility for the performance of this Agreement. Consultant shall provide workers' compensation coverage as required in ORS Chapter 656 for all persons employed to perform Work pursuant to this Agreement. Consultant is a subject employer that will comply with ORS 656.017.

13. **Assignment:** Consultant shall not assign this Agreement or subcontract any portion of the Work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Consultant shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract of the Work shall not create any contractual relation between the assignee or subcontractor and City.
14. **Default.** The Consultant shall be in default of this Agreement if Consultant: commits any material breach or default of any covenant, warranty, certification, or obligation under the Agreement; institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in its obligations under the Agreement; or attempts to assign rights in, or delegate duties under, this Agreement.
15. **Insurance.** Consultant shall, at its own expense, maintain the following insurance:
 - a. **Worker's Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers
 - b. **Professional Liability** insurance with a combined single limit, or the equivalent, of \$2,000,000 (two million dollars) per occurrence. This is to cover any damages caused by error, omission or negligent acts related to the Work to be provided under this Agreement.
 - c. **General Liability** insurance with a combined single limit, or the equivalent, of \$2,000,000 (two million dollars) per occurrence for Bodily Injury, Death, and Property Damage.
 - d. **Automobile Liability** insurance with a combined single limit, or the equivalent, of \$1,000,000 (one million dollars) for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - e. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Consultant or its insurer(s) to the City.
 - f. **Additional Insured/Certificates of insurance.** Consultant shall name the City of Ashland, Oregon, and its elected officials, officers and employees as Additional Insureds on any insurance policies, excluding Professional Liability and Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory, excluding Professional Liability and Workers Compensation. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates prior to commencing the Work under this Agreement. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to the City's acceptance. If requested,

complete redacted copies of insurance policies; trust agreements, etc. shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. **Standard of Care:** The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services during the time said services are performed. CONSULTANT will reperform any services not meeting this standard without additional compensation.
16. **Nondiscrimination:** Consultant agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any Work under this Agreement when employed by Consultant. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Consultant agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, women-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
17. **Consultant's Compliance With Tax Laws:**
 - 17.1 Consultant represents and warrants to the City that:
 - 17.1.1 Consultant shall, throughout the term of this Agreement, including any extensions hereof, comply with:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
 - 17.1.2 Consultant, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:
 - (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318;
 - (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Consultant; and
 - (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.
18. **Notice.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return

receipt requested, postage prepaid, or by electronically confirmed at the address or facsimile number set forth below:

If to the City:
Public Works Department
Attn: Contract Administrator
20 East Main Street
Ashland, Oregon 97520

With a copy to:
City of Ashland – Legal Department
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5350


If to Consultant:
Cascade Charter Company, LLC
2800 Biddle Road
Medford, Oregon 97504

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
20. **Amendments.** This Agreement may be amended only by written instrument executed by both parties with the same formalities as this Agreement.
21. **Nonappropriation Clause. Funds Available and Authorized:** City has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the City's fiscal year budget. Consultant understands and agrees that City's payment of amounts under this Agreement attributable to Work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Agreement without penalty or liability to City, effective upon the delivery of written notice to Consultant, with no further liability to Consultant.
22. **THIS AGREEMENT AND THE ATTACHED EXHIBITS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL**

BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREBIN REGARDING THIS AGREEMENT. CONSULTANT, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. **Certification.** Consultant shall sign the certification attached hereto as "Exhibit C" and incorporated herein by this reference.

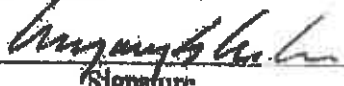
CITY OF ASHLAND:

By: 
City Administrator
Public Works Director

Scott Furey
Printed Name

11/20/2020
Date

**CASCADE CHARTER COMPANY, LLC
(CONSULTANT):**

By: 
Signature

Gregory S. Schuler
Printed Name

Managing Member
Title

11/19/20
Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

I was able to speak to Scott Flury regarding the four properties that the City of Ashland Public Works department needs appraised for monitoring purposes. After talking with Scott, I now understand the scope of the assignment. The fees for preparing the appraisals will be as follows:

- | | |
|---|---------|
| 1. 380 Clay Street, 20-1E-11C, Tax Lot 2500 | \$2,000 |
| 2. 400 Madison, 20-1E-14AG, Tax Lot 1800 | 1,000 |
| 3. 1291 Oak Street, 30-1E-58, Tax Lot 402 | 2,000 |
| 4. 20-1E-04AD, Tax Lot 100 | 2,000 |

The above fees assume all four appraisals are completed at the same time.

Given the holiday season and our current workload, we anticipate completing the assignment by the end of the year or the first week of January 2021.

As in the past, it is my understanding that you will be providing a contract for our execution.

Thank you for the opportunity of working with you on these appraisals. If you have any questions, please call.

Respectfully submitted,

CASCADE CHARTER COMPANY, LLC



Gregory S. Schlar

EXHIBIT B

CITY OF ASHLAND, OREGON

**City of Ashland
LIVING
WAGE**

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

\$15.74 per hour, effective June 30, 2020.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.



Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$22,002.43 or more.
- For all hours worked in a month if the employee spends 60% or more of the employee's time in that month working on a project or

portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of \$22,002.43.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value of health care, retirement,

401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- Note: For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-8002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.
Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

**CITY OF
ASHLAND**

EXHIBIT C

CERTIFICATIONS/REPRESENTATIONS: Consultant, by and through its authorized representative, under penalty of perjury, certifies that (a) the number shown on the attached W-9 form is its correct taxpayer ID (or is waiting for the number to be issued to it and (b) Consultant is not subject to backup withholding because: (i) it is exempt from backup withholding, or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Consultant further represents and warrants to City that: (a) it has the power and authority to enter into this Agreement and perform the Work, (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Consultant enforceable in accordance with its terms, (c) the work under the Agreement shall be performed in accordance with the degree of skill and diligence normally employed by professional engineer standards, and (d) Consultant is qualified, professionally competent, and duly licensed (if applicable) to perform the Work. Consultant also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, it is an independent contractor as defined in the Agreement, it is authorized to do business in the State of Oregon, and Consultant has checked four or more of the following criteria that apply to its business.

- _____ (1) Consultant carries out the work or services at a location separate from a private residence or is in a specific portion of a private residence, set aside as the location of the business.
- _____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.
- _____ (3) Telephone listing is used for the business separate from the personal residence listing.
- _____ (4) Labor or services are performed only pursuant to written contracts.
- _____ (5) Labor or services are performed for two or more different persons within a period of one year.
- _____ (6) Consultant assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission (professional liability) insurance or liability insurance relating to the Work or services to be provided.

Consultant's signature

Date

QUALIFICATIONS GREGORY S. SCHULER

Employment

1981 to Present: Principal with Cascade Charter Company, LLC (or other related companies) in Medford, Oregon. Real estate appraiser specializing in industrial, commercial, and special use properties.

2004 to 2007: CEO of First Charter Companies in Jacksonville and Medford, Oregon. First Charter Real estate development, construction, and marketing.

1994 to 2000: Secretary/Treasurer of Commercial Real Estate Advisors, Inc. (CRA), Medford, Oregon. Commercial and retail real estate development, construction, and leasing.

1976 to 1980: Pulver & Leever Commercial Real Estate, Medford, Oregon. Real estate marketing specializing in commercial and industrial sales and leasing.

Professional Affiliations

State Certified General Appraiser:

Oregon	License No. C000268
California	License No. AG017213

Associate Member, Appraisal Institute

Licensed Real Estate Broker, State of Oregon. License No. 780401812

Appraisal Courses

- Uniform Standards of Professional Appraisal Practice
- Basic Valuation Procedures
- Small Hotel/Motel Valuation
- Federal Land Exchanges
- Technical Inspection of Real Estate
- Appraisal Review – General
- General Appraiser Sales Comparison Approach
- Litigation Appraising: Specialized Topics and Applications
- Oregon Land Use Law
- Right of Way Appraisals
- Oregon Water Law
- Update and Review of Oregon Law and the Appraiser
- Identifying Comparable Properties
- Eminent Domain

Education

Bachelor of Science degree in Business and Marketing, Oregon State University, 1973.



Appraiser Certification and Licensure Board

State Certified General Appraiser

28 hours of continuing education required

License No.: C000268

Issue Date: June 01, 2019

Expiration Date: May 31, 2021

GREGORY S SCHULER
CASCADE CHARTER COMPANY, LLC
2800 BIDDLE RD
MEDFORD, OR 97504

Gae Lynne Cooper, Administrator

City Hall Repair Recommendations and Costing Estimates*

As of March 25, 2026

	Original Construction Estimate**	Construction Estimate in 2026 dollars***	Source of Recommendation/Estimate
Immediate Concerns			
Rafter Repair (Safety)	\$ 6,000	\$ 6,000	Staff Estimate
Roofing (Life Cycle)	\$ 260,000	\$ 260,000	Commercial Inspection (2026)
Water Heater (Life Cycle)	\$ 4,680	\$ 4,973	McKinstry (2024)
Electrical (Safety)	\$ 37,000	\$ 37,000	Commercial Inspection (2026)
HVAC (Life Cycle)	\$ 191,625	\$ 203,640	McKinstry (2024)
Pest Control	\$ 5,000	\$ 5,000	Commercial Inspection (2026)
Immediate Total	\$ 504,305	\$ 516,613	
Primary Concerns			
Seismic Structural Updates	\$ 1,363,757	\$ 2,472,355	Miller 2015 Estimate
Elevator Phone	\$ 6,000	\$ 6,000	Commercial Inspection (2026)
Exit Signage	\$ 4,000	\$ 4,000	Commercial Inspection (2026)
Fire Sprinkler System	\$ 14,235	\$ 15,128	McKinstry (2024)
Life Safety Total	\$ 1,387,992	\$ 2,497,483	
Secondary Concerns			
Masonry Repairs	\$ 20,000	\$ 20,000	Commercial Inspection (2026)
Windows (Life Cycle)	\$ 110,730	\$ 117,673	McKinstry (2024)
Backup Generator	\$ 31,275	\$ 33,236	McKinstry (2024)
Lighting (LED Conversion)	\$ 20,835	\$ 22,141	McKinstry (2024)
Doors (Life Cycle)	\$ 49,770	\$ 52,891	McKinstry (2024)
Drainage	\$ 12,000	\$ 12,000	Commercial Inspection (2026)
Interior Finishes (water damage)	\$ 20,000	\$ 20,000	Commercial Inspection (2026)
Electrical (arc flash and upgrades)	\$ 80,000	\$ 80,000	Commercial Inspection (2026)
Exterior Envelope	\$ 40,000	\$ 40,000	Commercial Inspection (2026)
Secondary Total	\$ 384,610	\$ 397,941	
City Hall Totals	\$ 2,276,907	\$ 3,412,037	

*These recommendations do not take into consideration ADA accommodation improvements or asbestos planning and mitigation.

**Does not include any additional engineering or permitting required for improvements

***Calculated by applying the Construction Cost Index (CCI) Seattle to original estimates



HOAG
ROOFING

842 Enterprise Dr · Central Point, OR 97502
(541) 779-7743

842 Enterprise Dr
Central Point, OR 97502
Ph: 541-779-7743
Oregon CCB #172649
office@hoagroofing.com

PROPOSAL

Estimate # : 210841

Rep : KJ

Date 4/24/2026

Billing Address

City of Ashland
20 E Main St
Ashland, OR 97502

Job Address

City of Ashland
20 E Main St
Ashland, OR 97502

Description

Clean and prep roofing surface, removing and disposing of debris.
Spray apply Gaco E5320 epoxy primer to existing roofing.
Walk roof applying Gaco Seam Seal to all pipes and flashings as needed.
Spray apply 2 gallons per 100 square feet Ghemco 97% solid silicone roof coating.
Install fabric as needed to flashings and seams of existing roof.
Clean up and haul away debris created by roofing work.
5 Year Water-Tight Guarantee

Price Complete: \$44,000.00

Payment due at completion of job

Signature _____ Date _____

Please sign, date, and return to Hoag Roofing

By signing and dating this estimate, you acknowledge having read and accepted its terms and conditions including the following: All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any deviation from and/or addition to the specifications indicated within this estimate including, but not limited to, any sheathing to be replaced and/or carpentry work required, this may result in an extra charge over and above the estimate. Hoag Roofing cannot be responsible for dirt infiltration through roof or ceiling. We cannot be responsible for asbestos handling and/or removal necessitated by damage occurring during the performance of the herein described work (including but limited to the repair of asbestos "popcorn" ceilings). All agreements are contingent upon accidents or delays beyond Hoag Roofing's control. Not responsible for re-installation of satellite dish.

Owner is to carry fire and other necessary insurance. All Hoag Roofing employees are covered by Workers Compensation Insurance. All late payments are subject to 24%APR (2% per month from date of invoice). Any warranty given will not be activated until invoice paid in full. You may cancel this transaction within 3 business days from date of signature without penalty. Penalty may occur after 3 business days due to material securement. This Proposal is valid for 30 days to accept with a signature, after which prices are subject to change. All proposals paid with a credit or debit card are subject to a 3% processing fee.



842 Enterprise Dr
 Central Point, OR 97502
 Ph: 541-779-7743
 Oregon CCB #172649
 office@hoagroofing.com

PROPOSAL

Estimate # : 210820
 Rep : KJ
 Date 4/20/2026

Billing Address
 City of Ashland

Job Address
 Ashland City Hall
 20 E Main St
 Ashland, OR 97520

Description

Ashland City Hall, 20 E. Main Street, Ashland, OR
 Tear off existing roof down to decking.
 Install 1" ISO R-value 5.6.
 Install 60 mil PVC single ply membrane.
 Flash all walls, pipes and curbs.
 Fabricate and install new sheet metal cap.
 Install flashings and counter-flashings as needed.
 Clean up and haul away debris created by roofing work.
 Any rotten wood will be handled by others or done at T & M, \$125.00 per hour per man and going rate of lumber.
 10 Year Workmanship Guarantee
 20 Year Material Warranty.
 Price: \$168,200.00

Continued on Page 2

Payment due upon completion of job.

Signature _____ Date _____

Please sign, date, and return to Hoag Roofing

By signing and dating this estimate, you acknowledge having read and accepted its terms and conditions including the following: All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any deviation from and/or addition to the specifications indicated within this estimate including, but not limited to, any sheathing to be replaced and/or carpentry work required, this may result in an extra charge over and above the estimate. Hoag Roofing cannot be responsible for dirt infiltration through roof or ceiling. We cannot be responsible for asbestos handling and/or removal necessitated by damage occurring during the performance of the herein described work (including but limited to the repair of asbestos "popcorn" ceilings). All agreements are contingent upon accidents or delays beyond Hoag Roofing's control. Not responsible for re-installation of satellite dish. Owner is to carry fire and other necessary insurance. All Hoag Roofing employees are covered by Workers Compensation Insurance. All late payments are subject to 24%APR (2% per month from date of invoice). Any warranty given will not be activated until invoice paid in full. You may cancel this transaction within 3 business days from date of signature without penalty. Penalty may occur after 3 business days due to material securement. This Proposal is valid for 30 days to accept with a signature, after which prices are subject to change. All proposals paid with a credit or debit card are subject to a 3% processing fee.



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 Central Point, OR 97502
 Ph: 541-779-7743
 Oregon CCB #172649
 office@hoagroofing.com

PROPOSAL

Estimate # : 210820
 Rep : KJ
 Date 4/20/2026

Billing Address
 City of Ashland

Job Address
 Ashland City Hall
 20 E Main St
 Ashland, OR 97520

Description

Page 2

Notes:

Upon inspection, the existing roof is a failed Durolast single ply membrane with flashings at walls and inappropriate terminations.
 The single ply is fractured with cracks everywhere.
 There are terminations at windows and walls with no way to roof properly without changes.
 No core sample was taken and Hoag Roofing can only assume there are multiple roofs under the Durolast roof and could contain asbestos.
 There should be an asbestos report taken and Hoag Roofing pricing is only good if no asbestos is present.
 On lower roofs the termination of a new roof would need saw cut reglets These terminations are only as good as what the roof is being terminated to, so further attention would need to be addressed at those points also.
 Due to the amount of roof removal, Hoag Roofing will need a large amount of ground area to take on this project.

Payment due upon completion of job.

Signature _____ Date _____

Please sign, date, and return to Hoag Roofing

By signing and dating this estimate, you acknowledge having read and accepted its terms and conditions including the following: All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard practices. Any deviation from and/or addition to the specifications indicated within this estimate including, but not limited to, any sheathing to be replaced and/or carpentry work required, this may result in an extra charge over and above the estimate. Hoag Roofing cannot be responsible for dirt infiltration through roof or ceiling. We cannot be responsible for asbestos handling and/or removal necessitated by damage occurring during the performance of the herein described work (including but limited to the repair of asbestos "popcorn" ceilings). All agreements are contingent upon accidents or delays beyond Hoag Roofing's control. Not responsible for re-installation of satellite dish. Owner is to carry fire and other necessary insurance. All Hoag Roofing employees are covered by Workers Compensation Insurance. All late payments are subject to 24%APR (2% per month from date of invoice). Any warranty given will not be activated until invoice paid in full. You may cancel this transaction within 3 business days from date of signature without penalty. Penalty may occur after 3 business days due to material securement This Proposal is valid for 30 days to accept with a signature, after which prices are subject to change. All proposals paid with a credit or debit card are subject to a 3% processing fee.

Ashland City Hall
20 East Main Street
Ashland, OR 97520

Hoag Roofing
842 Enterprise Drive
Central Point, OR 97502





























ROOFING PROPOSAL



918 Chevy Way – Medford, Oregon 97504
541.773.7663 / FAX 866.466.5526

JAM Construction is currently actively licensed with CCB # 114864

PROPOSAL SUBMITTED TO: Robert Halbritter

JOB LOCATION:(City Hall Building) 20 E. Main St. Ashland, OR. 97520

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES TO:

PROVIDE AND INSTALL:

- **Removal and disposal of all debris on the roof.**
- **Clean and pressure wash older membrane.**
- **Let the roof dry completely for 48 hr. Period.**
- **Apply Duro-shield silicone roof coating over old pvc Duro-Last roofing.(Including all roof penetrations, curbs, and up walls.**
- **Crews will be aware of all safety guidelines included in this project, and abide by them at all times.**
- **Start Date TBD.**

NOTE: Any changes to the building plans will be done on change order.

- **5 year Manufacturer Material Warranty.**

WE PROPOSE:

To furnish material and labor – complete in accordance with above specifications for the sum of: **\$ 23,778.18**

DATE: 4/23/2026

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above. By signing below, I (we) confirm receipt of Consumer Protection Notice, Notice of Procedure and Information Notice to Owner About Construction Liens.

SIGNATURE: _____ **DATE:** _____

CUSTOMER COPY

KK/SRC

S & B James

Following are estimated costs for repairs and replacements based on our discussion and site walk today:

1. Membrane roof replacement \$100,000.00 (mechanically fastened) or fully adhered option is about \$120,000
2. Mechanical equipment replacement \$150,000 including minimal ductwork and outside air if required by code at split systems (for replacement only, code upgrade (addition of outside air) is not required). I am still waiting on Metal Masters for confirmation of my pricing so this may need adjustment once that comes in.
3. Electrical system repairs \$30,000 to \$50,000
4. Structural upgrades allowance in support of the above work (equipment supports @ HVAC equipment, damaged roof sheeting replacement @ roof deck) \$50,000.

We look forward to bidding the project should it go that route.

CITY OF ASHLAND - CITY HALL REPAIR						
		LABOR	MATERIALS	SUB	EQ OR GEN	TOTAL
						\$0
1020	PERMIT					\$0
7300	ROOFING			\$168,200		\$168,200
15800	HVAC			\$89,535		\$89,535
16100	ELECTRICAL			\$55,000		\$55,000
						\$0
		\$0	\$0	\$312,735	\$0	\$312,735
				TOTAL COST		\$312,735
					0.0%	\$0
				OWNER CONTINGENCY	10.0%	\$31,274
				LIABILITY INSURANCE	0.0%	\$0
				BOND	1.0%	\$3,440
				OH & P	8.0%	\$27,796
				TOTAL BID		\$375,245
					BID	\$375,245



Council Study Session

Date: May 4, 2026

Agenda Item	Reivew of City Council Budget
Department	City Manager's Office
From	Sabrina Cotta

TIME ESTIMATE

10 minutes

CATEGORY

Informational - this is to inform the body on a particular topic. No motion or direction needed.

SUMMARY

At the December 1, 2025 Council Retreat a request was made to review the Mayor and Council budget and what is in it. Detailed information has been provided for what was budgeted for in FY 2026.

POLICIES, PLANS & GOALS SUPPORTED

- Respect for the citizens we serve, for each other, and for the work we do
- Excellence in governance and city services
- Sustainability through creativity, affordability, and rightsized service delivery

BACKGROUND AND ADDITIONAL INFORMATION

At the December 1, 2025 Council Retreat, a request was made to review the [Mayor and Council budget](#). The Mayor and Council's budget is limited and includes the following:

Professional Services

Stipends — Per City Charter, each member of the body receives \$900 a month. \$63,000 annually. Other expenses under professional services for this year include:

- Rental of Mountain Theater for Town Hall : \$486
- Town Hall supplies: \$439
- City Band to play at Oregon Mayor's Association Conference: \$150

Trainings and Conferences:

- \$18,860 to be split between 7 members (includes mileage, lodging and conference registration). \$2,694 per member
 - Expended this year \$12,777 (pending expenses prior to end of fiscal year)

Dues:

- Sister Cities International \$440/year
- National League of Cities (lobbying) \$2256/year
- League of Oregon Cities (lobbying) \$19,625/ year
- State of Oregon- Oregon Government Ethics Commission \$1872





Council Study Session

- Amigo Club \$2000

Sister City Commission:

- Activities and expenses related to sister city relationships:
- Expended this year
 - Ukraine \$2310
 - Guanajuato \$391

FISCAL IMPACTS

City staff looks for Council guidance when building the Mayor and Council budget.

SUGGESTED ACTIONS, AND/OR OPTIONS

N/A

REFERENCES & ATTACHMENTS

None

