

PP 24-22



City of Dillingham
Property Assessment Appeal Form

This appeal must be returned or postmarked no later than the date indicated on the Assessment Notice.
Drop off at City Hall, or mail to City Clerk, PO Box 099, Dillingham AK 99576
or email at cityclerk@dillinghamak.us.
Attach a copy of the Property Assessment Return.

I appeal the assessed value for the property identified below:

Acct No. 103335-001 100719

Property Owner SHARL BAKER

Mailing Address for all correspondence relating to this appeal:

Street Address or PO Box 542

City Dillingham State AK Zip 99576

Contact Phone Number 907 543 1888 Email Address jerycball@gmail.com

1. Why are you appealing your value? Check ONE and provide a detailed explanation below:

- My property value is excessive. (Overvalued)
- My assessed value is unequal to similar property.
- My property value was valued improperly. (Incorrectly)
- My property has been undervalued.

2. You must provide specific reasons and provide information supporting the item checked above:

I bought this house Feb 9, 2006. The bottom of the house is being washed out. This is not a working house at all, and it is not being lived in.

Assessor Value from Notice \$42,368

Owners Estimate of Value \$9,000

Purchase Price of Property \$19,000

Purchase Date 2-22-22

THE FOLLOWING INFORMATION WILL HELP SUPPORT YOUR APPEAL

Comparable Sales: Property Sold	Recent sales of similar property (within three years) Owner/Address	Date of Sale	Sale Price

Information regarding sales of comparable properties may be obtained through personal research. Other information might include reports from inspectors or engineers concerning physical conditions, contractor estimates of cost of cure, documents from government agencies or experts regarding property limitations, appraisal documents, published blue book value, closing statements, legitimate advertisements, etc.

4. Has property been appraised within the last five years?
 YES NO

If yes, appraisal date: _____ Appraised value: \$ _____

5. You may submit additional information to support your appeal of the assessed value.
Documents with additional facts must be submitted within 30 days of the date the Assessment Notice was mailed unless the Assessor agrees to an extension.

Please check the following statement that applies to your intentions:

- I intend to submit additional information within the required time limit.
- My appeal is complete. I have provided all the information that I intend to submit, and request that my appeal be reviewed based on the information submitted.

6. I hereby affirm that the foregoing information is true and correct. I understand that I bear the burden of proof, and that I am the owner (or owner's authorized agent) of the property described herein.

Signature of Owner/Agent SHARL BAKER Date 4/12/24

The Board of Equalization (BOE) certifies its decision, based on the Findings of Fact and Conclusions of Law contained within the recorded hearing and record on appeal, and concludes that appellant (we/old not meet) the burden of proof that the assessment was unequal, excessive, improper or undervalued.



City of Dillingham

Property Assessment Appeal Form

This appeal must be returned or postmarked no later than the date indicated on the Assessment Notice. Drop off at City Hall, or mail to City Clerk, PO Box 889, Dillingham AK 99576 or email at cityclerk@dillinghamak.us. Attach a copy of the Property Assessment Return.

I appeal the assessed value for the property identified below:

Acct No. 103335-001
BARGE LISTED AS THE KIVA

Property Owner GERALD BALL

Mailing Address for all correspondence relating to this appeal:

Street Address or PO Box 542

City Dillingham State AK Zip 99576

Contact Phone Number 907-843-1685 Email Address jerryball@gmail.com

1. Why are you appealing your value? Check ONE and provide a detailed explanation below:

- [X] My property value is excessive. (Overvalued)
[] My assessed value is unequal to similar property.
[] My property value was valued improperly. (Incorrectly)
[] My property has been undervalued.

2. You must provide specific reasons and provide information supporting the item checked above:

I Bought this barge for \$9,000. The bottom of the barge is totally rusted out. This is not a working barge at all, and it's not a fishing vessel. I will follow up with a letter for \$9,000 TO PARADISE LEGIS.

Table with 3 rows: Assessor Value from Notice (\$42,365), Owners Estimate of Value (\$9,000), Purchase Price of Property (\$9,000) and Purchase Date (2-22-22).

3. **THE FOLLOWING INFORMATION WILL HELP SUPPORT YOUR APPEAL**

Comparable Sales:		Recent sales of similar property (within three years)	
Property Sold	Owner/Address	Date of Sale	Sale Price

Information regarding sales of comparable properties may be obtained through personal research. Other information might include reports from inspectors or engineers concerning physical conditions, contractor estimates of cost of cure, documents from government agencies or experts regarding property limitations, appraisal documents, published blue book value, closing statements, legitimate advertisements, etc.

4. Has property been appraised within the last five years?

YES NO

If yes, appraisal date: _____ Appraised value: \$ _____

5. You may submit additional information to support your appeal of the assessed value.

Documents with additional facts must be submitted within 30 days of the date the Assessment Notice was mailed unless the Assessor agrees to an extension.

Please check the following statement that applies to your intentions:

I intend to submit additional information within the required time limit.

My appeal is complete. I have provided all the information that I intend to submit, and request that my appeal be reviewed based on the information submitted.

6. I hereby affirm that the foregoing information is true and correct. I understand that I bear the burden of proof, and that I am the owner (or owner's authorized agent) of the property described herein.

X Gerard Brill
Signature of Owner/Agent

X 4/17/24
Date

GERARD BRILL
Print Name

The Board of Equalization (BOE) certifies its decision, based on the Findings of Fact and Conclusions of Law contained within the recorded hearing and record on appeal, and concludes that appellant (met/did not meet) the burden of proof that the assessment was unequal, excessive, improper or undervalued.



City of Dillingham

THIS IS NOT A BILL

PO Box 889 Dillingham, AK 99576

Phone: (907) 842-5225 Fax:(907) 842-5691 Email: taxes@dillinghamak.us

Assessment Notice

Account Number 100719

AccountStatus Active

Year 2024

Ball, Gerald
PO Box 542
Dillingham, AK 99576

Contact

Phone Number

E-mail

Fishing Vessels

Kim

\$42,365

907-843-1685

Asset Filing

Category	Declared Value	Assessed Value
Computer Software		
Office Equipment		
Furniture Fixtures		
Machinery Equipment		
Fishing Vessel	\$42,365	
Nets		
Pleasure Vessels		
Aircraft		
Misc.		
Supplies on Hand		
Inventory on Hand		
Total		\$42,400

Please see reverse side



VESSEL PURCHASE AND SALE AGREEMENT

This Vessel Purchase and Sale Agreement (the "Agreement"), dated as of February (the "Effective Date"), is made by and between Paradise Logistics LLC, an Alaska limited liability company

company ("Seller") Paradise Logistics LLC, and ("Buyer"). Jerry Ball

RECITALS

A. Seller owns the barge "KIM", Official No. 502381 (the "Vessel").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in and to the Vessel, all on the terms and conditions, and subject to the limitations

and exclusions, set forth herein.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties

hereto, intending to be legally bound hereby, agree as follows:

1. PURCHASE AND SALE

1.1 Purchase and Sale. The closing of the purchase and sale of the Vessel (the "Closing") will take place as soon as reasonably practicable but no later than February 22, 2022, and at such place as Buyer

and Seller mutually agree. The parties agree that for purposes of this Agreement, the "Closing Date" shall

mean the date that the Purchase Price has been deposited with the Seller by the Buyer, and the Seller and

Buyer have executed all documents required by this Agreement.

1.2 Conveyance. The Vessel is to be conveyed according to the following terms: BUYER HAS RELIED UPON ITS OWN EXAMINATION OF THE VESSEL AND ITS EQUIPMENT; THERE

HAVE BEEN NO REPRESENTATIONS BY SELLER AS TO THE VESSEL'S CONDITION AND

SELLER MAKES NO REPRESENTATION OR WARRANTIES OF SEAWORTHINESS AND

SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF USAGE OR TRADE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER PURCHASES THE VESSEL AND ITS EQUIPMENT "AS IS WHERE IS AND WITH ALL FAULTS."

At the time of Closing, Seller shall sell and Buyer shall purchase the Vessel on the terms and conditions

set forth herein. Conveyance of the Vessel shall be effectuated by a United States Coast Guard form Bill

of Sale ("Coast Guard Bill of Sale"). The Coast Guard Bill of Sale shall state that the Vessel is conveyed

"As is Where is, with all faults" and that the Vessel is free and clear of liens and encumbrances.

1.3 Risk of Loss; Delivery. Seller shall continue to bear all risk of loss or damage to the Vessel until Closing and Buyer shall take possession of the Vessel and assume all risk of loss thereto

immediately upon Closing. Delivery of the Vessel shall be at the Vessel's current location at the Bristol Alliance facility operated by Bristol Alliance Fuels in Dillingham, Alaska ("Delivery Location").

Vessel Purchase and Sale Agreement

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2. PURCHASE PRICE

2.1 Purchase Price. The purchase price payable by Buyer to Seller for the Vessel (the "Purchase Price") shall be Nine Thousand Five Hundred Dollars (\$9,500).

2.2 Payment. On or before the Closing Date, Buyer shall deposit the Purchase Price with the Seller.

2.3 Taxes. The Purchase Price for the Vessel does not include any tax, duty or other similar fee. Buyer shall be responsible for payment of, and shall indemnify Seller from and against (including without limitation reasonable attorneys' fees and costs incurred by Seller in connection with any such claim, including interest and penalties thereon), any sales, use, transfer, stamp, duty or similar taxes, *City up to February 2022 Iowa* assessments and similar charges imposed by any foreign or United States, federal or state government or any political subdivision of either thereof, due upon the sale, assignment or transfer of the Vessel as contemplated hereby (hereinafter referred to as a "Sales Tax"), but excluding any income, excise, business, occupation, or similar tax on Seller's receipt of the proceeds from the sale. Buyer shall have the right, at its sole cost and expense, to contest in good faith and by appropriate proceedings the imposition of any such Sales Tax.

3. CLOSING

3.1 Closing Date Deliveries.

(a) On or prior to the Closing Date, Seller shall execute and deliver or cause to be delivered to Kim Marine Documentation, Inc. for filing with the United States Coast Guard National

Vessel Documentation Center ("NVDC"), with a copy to Buyer, the following:

(i) a Coast Guard form of Bill of Sale executed by Seller; and
(ii) if one or more mortgages is on the Vessel, a Coast Guard form of Satisfaction of Mortgage for each such mortgage.

(b) On or prior to the Closing Date, Buyer shall deliver or cause to be delivered to the Seller the Purchase Price, and shall execute and deliver or cause to be delivered to Seller, a copy of

Buyer's Application for Exchange of Certificate of Documentation (Form CG-1258) to re-document the

Vessel in Buyer's name.

4. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

4.1 Seller's Representations, Warranties and Indemnities. Seller represents and warrants the following to Buyer, all of which shall be true as of the Effective Date and shall be true as of the date of

Closing:

(a) Organization and Authority. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Alaska and has all requisite power and authority to enter into and perform its obligations under this Agreement.

Vessel Purchase and Sale Agreement

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(b) Binding Obligation. This Agreement is the legal, valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application or by general principles of equity.

(c) Title. Seller holds good and marketable title to the Vessel and expressly warrants that the Vessel will be transferred to the Buyer at Closing free and clear of all liens, charges and encumbrances of any sort whatsoever and free of any charter.

(d) Citizenship. Seller is a citizen of the United States for purposes of the ownership and operation of a United States-flag vessel documented with a fishery endorsement pursuant to 46 U.S.

Code §12108.

(e) Endorsements. The Vessel is duly and properly documented as a Vessel of the United States with coastwise, trade and fisheries endorsements, and was constructed in the United States and has not been rebuilt outside of the United States as those terms are used in 46 U.S.C. §12108.

(f) Indemnification. Seller will indemnify, defend and hold harmless Buyer and each present and future member, director, officer and authorized representative of Buyer (each a "Buyer Indemnified Party") and the Vessel for, from, and against all mortgages, liens, claims, encumbrances, loss, expense or penalty of whatsoever nature or description, including legal fees and costs reasonably incurred by a Buyer Indemnified Party, and against any claim, demand, suit or cause of action against the Vessel or a Buyer Indemnified Party, whether or not meritorious, provided such mortgage, lien, claim, encumbrance, loss, expense, penalty, demand, suit, or cause of action arises or attaches at any time prior to the Closing, but excluding any claims against the Vessel created by a Buyer Indemnified Party.

4.2 Buyer's Representations, Warranties and Indemnities. Buyer represents and warrants the following to Seller, all of which shall be true as of the Effective Date and shall be true as of the date of

Closing:

(a) Organization and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of

Alaska, and has all requisite power and authority to enter into and perform its obligations under this Agreement.

(b) Authorization. Binding Obligation. This Agreement is the legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application or by general principles of equity.

(c) Citizenship. Buyer is a citizen of the United States for purposes of the ownership and operation of a United States-flag vessel documented with a fishery endorsement pursuant to 46 U.S.

Code §12108.

(d) Indemnification. Buyer will indemnify, defend and hold harmless Seller and each present and future member, director, officer and authorized representative of Seller (each a "Seller Indemnified Party") and the Vessel for, from, and against all mortgages, liens, claims, encumbrances,

Vessel Purchase and Sale Agreement

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loss, expense or penalty of whatsoever nature or description, including legal fees and costs reasonably

incurred by a Seller Indemnified Party, and against any claim, demand, suit or cause of action against the

Vessel or a Seller Indemnified Party, whether or not meritorious, provided such mortgage, lien, claim,

encumbrance, loss, expense, penalty, demand, suit, or cause of action arises or attaches at any time prior

to the Closing, but excluding any claims against the Vessel created by a Seller Indemnified Party.

5. COVENANTS.

5.1 Vessel Re-Documentation. No later than three (3) business days following the Closing, Buyer shall deliver or cause to be delivered to the NVDC for filing, Buyer's Application for Exchange of

Certificate of Documentation (Form CG-1258) to re-document the Vessel in Buyer's name.

5.2 Removal of Vessel. As soon as practicable following the Closing, but no later than June 1, 2017 (the "Removal Date"), Buyer shall, at its own expense, remove the Vessel from the Delivery

Location. Buyer acknowledges that Seller would be irreparably harmed if the Vessel remains at the

Delivery Location after the Removal Date. If Buyer has not removed the Vessel from the Delivery

Location by the Removal Date, then Buyer agrees to pay Seller the amount of One Thousand Dollars

(\$1,000) per day in liquidated damages and not as a penalty ("Liquidated Damages") for each day

following the Removal Date that the Vessel remains at the Delivery Location.

6. MISCELLANEOUS

6.1 Transaction Costs. Each party hereto agrees to pay the fees and expenses of its own counsel and/or special counsel and any other costs or expenses incurred by such party in connection with the transaction contemplated hereby and shall not have any right of reimbursement or indemnity for such fees and expenses as against any other party.

6.2 Governing Law; Jurisdiction. This Agreement shall in all respects be governed by, and construed in accordance with the law of the State of Washington, without giving effect to any conflict-of-law principle of any jurisdiction. Any claim or dispute shall be decided by the appropriate state or federal court situated in the City of Seattle, WA.

6.3 Notices. All notices, offers, acceptances, approvals, waivers, requests, demands, declarations and other communications hereunder or under any instrument, certificate or other instrument delivered in connection with the transactions described herein shall be in writing, shall be addressed as provided below and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (d) if sent by facsimile and confirmed, or (e) if sent by any electronic data transmission facility and confirmed. The initial addresses of the parties hereto are as follows:

Seller:

Paradise Logistics, LLC
P.O. Box 713
Dillingham, AK 99576
Attn: Frank Woods, III

Vessel Purchase and Sale Agreement

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Buyer:

Gerald C Ball
PO Box 542
Dillingham, AK 9957

6.4 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this

Agreement will not be impaired.

6.5 Headings, Etc. The headings and the table of contents used herein are for convenience of

reference only and shall not define or limit any of the terms or provisions hereof, or in any way affect the construction of, or be taken into consideration in interpreting, this Agreement.

6.6 Survival. The representations, warranties and covenants of the parties contained in this Agreement, the Bill of Sale, or in any instrument, certificate or other document delivered in connection

herewith or therewith, shall survive execution and delivery hereof and of the Bill of Sale.

9.12 Counterparts; Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the

same agreement. A facsimile or other electronic data transmission of any signed original document shall

be the same as delivery of the original instrument.

6.7 Amendments; Entire Agreement. This Agreement and the documents and instruments executed by Seller and Buyer in connection with the transaction contemplated hereby, contain the entire

agreement of the parties with respect to the subject matter hereof and thereof, and supersede all prior or

contemporaneous agreements and understandings between the parties, whether written or oral. This

Agreement may be amended only by a written agreement signed by both parties.

(Signature page follows)

SELLER:

PARADISE LOGISTICS, LLC
PO Box 713
Dillingham AK 99576
an Alaska limited liability company
By:

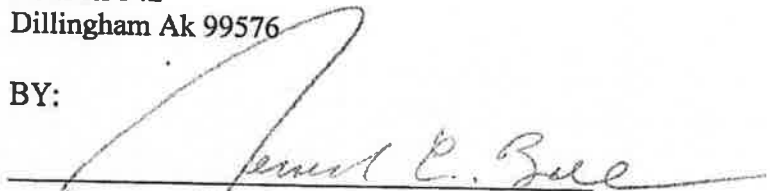


Printed: Frank C. Woods id

BUYER:

Gerald C Ball
PO Box 542
Dillingham Ak 99576

BY:



Printed Gerald C Ball