

BID PROPOSAL
Passaic River Flood Damage Reduction Project
Preservation of Natural Storage Areas
Fairfield Township, Essex County, NJ
Market Value Real Estate Appraisals

The US Army Corps of Engineers, Baltimore District, has a requirement for contract real estate appraisal services in connection with properties situated in the Township of Fairfield for the Passaic River Flood Damage Reduction Project Preservation of Natural Storage Areas as identified in Exhibit A.

This is a solicitation for your proposal to prepare narrative appraisal reports in accordance with the accompanying *Scope of Work*. The reports must also be in compliance with the Uniform Appraisal Standards for Federal Land Acquisition (USAFLA) and the Uniform Standards of Professional Appraisal Practice (UASFLA). The most recent edition of UASFLA 2001 is available via the Internet at <http://www.usdoj.gov/enrd/land-ack>.

The value requested is Market Value. The definition of Market Value must be presented in your report(s). The definition as contained in USPAP is provided (see page 2 of 11) in Real Estate Appraisal Scope of Work.

The estates to be appraised include:

- fee simple estate
- perpetual conservation easement

The Government will provide the appraiser with the points of contact (POC) for arranging an inspection of the properties. The owner of the property must be given the opportunity to accompany the appraiser on the inspection.

This portion of the project is comprised of ten (10) appraisals. EXHIBIT A provides a listing of the properties and owners. We anticipate awarding one (1) contract. Each appraisal must have a separate bid price. ***A bid proposal is not complete if an individual price per appraisal has not been included.*** Therefore, each offeror should provide a separate bid for the entire package (10 appraisals) with each property individually priced. Prior to initiation of the appraisal assignments, the selected appraiser(s) and any and all appraisers contributing to the reports shall meet at the site with a Baltimore District appraiser and other Corps personnel to review this phase of the flood control project as well as discuss and address the appraisal issues. ***A notice to proceed is not concurrent with a notice of award. The Baltimore District review appraiser will present the official notice to proceed at the time of the on-site inspection.***

One hard copy of the report, with original photographs of the subject and comparables, must be included for each appraisal. **Additionally, one CD in Adobe Acrobat format, or other format readable by Adobe, including all exhibits in the**

order contained in the report must be forwarded with the hard copy report. The reports will be subject to review and the appraiser will be required to amplify issues as directed by the reviewer. Failure to do so will result in the report being considered as unacceptable. Payment will be based upon Government acceptance of the report(s). ***The offeror shall provide evidence of e-mail and Adobe Acrobat capability in the bid proposal. Draft In-Progress Review (IPR) reports, as set out in the attached Scope of Work, shall be forwarded by e-mail to the Appraisal Branch for initial review.***

Delivery of all reports is required as follows:

The Contractor agrees to submit to the Baltimore District Appraisal Branch a draft of the appraisal reports for an In Progress Review (IPR) in accordance with the schedule shown below and in the Scope of Work document. The IPR is held between the appraiser and the POC at USAED – Baltimore’s Appraisal Branch and is used to verify correct appraisal methodology, reporting format and compliance with other provisions of the Scope of Work.

All draft In Progress Reports will be submitted to the Baltimore District Appraisal Branch POC for initial review.

The Contractor agrees to submit the completed reports and all copies to the Baltimore District, Appraisal Branch as follows:

First draft appraisal report is due within 15 calendar days of the Notice to Proceed (NTP). Completed first narrative appraisal report with all exhibits due within one week following the IPR. Remaining reports due at the rate of 1 per week for IPR and all completed reports due one (1) week following the IPR. All completed reports are due within ninety (90) days from receipt of the notice to proceed.

The Government reserves the right to change the delivery sequence as necessary by such events. In no case will the contractor(s) be deprived the preparation days allocated above due to a change in NTP.

The foregoing delivery schedule is provided as a proposal. Please provide an alternate schedule should the schedule which is outlined above be too restrictive.

The completed reports will be delivered on or before the due date to:

Frank N. Palmer
Chief, Appraisal Branch
US Army Corps of Engineers, Baltimore District
ATTN: CENAB-RE-E
10 South Howard Street, 7th Floor
Baltimore, Maryland 21201

Your proposal shall include costs of all supplies, material, equipment, and transportation incidental to preparing and delivering the report(s). **Your proposal shall be valid for six months from the date of award.** State the estimated completion date of the appraisal report(s) within the proposal. Include a copy of your Qualifications and a copy of your license/certification as a Certified General Appraiser from the jurisdiction in which the property is located. If you have not prepared appraisal assignments for the Baltimore District, include an example of like properties for review by the Appraisal Branch.

Contracts will be awarded to those proposals considered most advantageous to the Government. The awards will be based on a combination of fee, completion time and qualifications to do the assignment. The successful bidder(s) must demonstrate that the principal appraiser and firm have a qualified staff to complete satisfactory assignments in a timely manner. After the proposals are received and analyzed, you will be notified of the outcome as to whether or not you were selected.

The Scope of Work must be read prior to completion of a Proposal for Services. This Scope will be incorporated into the contract for services. Failing to read or understand the Scope of Work in its entirety will not relieve the successful bidder from performance of the contract as required through the Scope of Work. If there are any questions concerning this Request for Bid Proposal or the Scope of Work, please call or E-mail Peter Gillispie at (410) 962-5190 or peter.w.gillispie@nab02.usace.army.mil or Richard McCarter at (410) 962-3205 or richard.t.mccarter@nab02.usace.army.mil.

Please fax your proposal, which must include all related costs and must be received by this office in care of the person named below, no later than the close of business on _____, 2002.

Frank N. Palmer
Chief, Appraisal Branch
Voice: 410-962-3101
Fax: 410-962-0866

SCOPE OF WORK

REAL ESTATE APPRAISAL

PASSAIC RIVER FLOOD DAMAGE REDUCTION PROJECT **PRESERVATION OF NATURAL STORAGE AREAS (PRFDR)**

FAIRFIELD TOWNSHIP
OCTOBER 2002

PURPOSE OF THE APPRAISAL:

The Passaic River Flood Damage Reduction (PRFDR) Project has identified numerous properties within a three county area of the Passaic River watershed in northern New Jersey. This Scope will focus on properties situated in the township of Fairfield in Essex County, New Jersey. The project expects to mitigate flood damage that occurs in the Passaic River watershed through the acquisition of conservation easements and/or fee simple title in land. Once acquired, the conservation easement and/or fee simple title would enable the Government to preclude any further development of land and, thereby, enhance critical floodplain storage in the project area. The project involves no physical construction of flood prevention structures and only entails the purchase of real estate.

The portion of the project addressed by this Scope entails the purchase of perpetual conservation easements and/or fee simple interest in thirty-five (35) properties under four ownerships and situated within the aforementioned municipality.

The appraisals of these properties will provide primary opinions on which to base decisions regarding compensation. The government will be acquiring a permanent easement (see definition below) in thirty-five of the identified properties. In order to provide the government with flexibility in negotiating the acquisition of the required estate and as the value of the permanent easement may approximate the value of the fee simple estate in some or all of the subject properties, the appraiser must provide a detailed, stand alone, valuation analysis of the fee simple estate and conclude to a fee simple value before addressing the value of the permanent estate to be acquired in each of the appraisals.

Due to contiguity and/or proximity, unity of use, and ownership (criteria which determine the "Larger Parcel"), ten (10) additional lots, in which no real estate interest is being acquired, have been included in the appraisal assignments, yielding a total of forty-five parcels to be appraised. As shown on Exhibit A, these forty-five parcels have been segmented into ten groupings for valuation purposes. For the two of the ten groupings of appraisals, as detailed in Exhibit A and in which there is a remainder, a Before and After (B & A) analysis may be required. The appraiser must consult with the COE Appraisal Branch Project Coordinator to determine whether a Before and After analysis will be required. The primary determinant as to the requirement of a B&A analysis will be whether there is a damage to the remainder. The appraiser is strongly encouraged to preliminarily inspect the immediate environs of the subject properties to determine whether a potential for a damage to the remainder exists for those assemblages of properties in which a B & A analysis is possible.

Should re-locations be required they will be subject to PL 91-646 and the regulations promulgated to implement this law.

SCOPE:

- A. The appraisal reports are to be prepared in compliance with *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA)*, 2000 Edition, and the *Uniform Standards of Professional Appraisal Practice (USPAP)*, as amended.

The minimum reporting standards and the report format shall be prepared in compliance with include Section A 1 through 39 DATA DOCUMENTATION AND APPRAISAL REPORTING STANDARDS pages 7 through 27 of *UASFLA* (see also Appendix B, pages 117 and 118). An Internet download copy of the *Uniform Appraisal Standards for Federal Land Acquisitions* is available at <http://www.usdoj.gov/enrd/land-ack>. **It is the responsibility of each offeror to read and understand the UASFLA.**

- B. The reports shall include the following value estimates:

1. *Fee Simple* - Narrative Appraisal Reports for appraisal groupings #1 through 10 as detailed in Exhibit A - The fee simple title is subject, however, to existing easements for public roads, highways, public utilities, railroads, pipelines, etc.
2. *Perpetual Conservation Easement* with the potential of a *Before & After Format* Narrative Appraisal for those properties identified within the appraisal groupings #1 and #10 from Exhibit A - As is value estimate of lands, buildings and improvements that form the subject property *Before and After* imposition of a Perpetual Conservation Easement. As previously indicated, the primary determinant of whether a B&A analysis is necessary will be the conclusion that damages accrue to the remainder. Such a determination should only be made after consultation with the COE Appraisal Branch Project Coordinator.
3. *Perpetual Conservation Easement*- Narrative Appraisal Reports for appraisal groupings # 1 through 10 from Exhibit A.

[All questions regarding the valuation of the above estates, should be directed to the COE point of contact (POC) before commencing.]

- C. Terminology: **The following definitions shall be included in all reports where applicable.**

1. *Perpetual Conservation Easement* - The perpetual and assignable right and easement in, upon, over and across (the land described in Schedule "A") (Tract No. __) for the purpose of terminating and extinguishing all developmental rights for other than park purposes; and, that the Grantor covenants that they shall neither be used or transferred to any portion of any other property nor be used for the purpose of calculating permissible lot yield of the property or any other

property; and, that prohibits removal or destruction of any tree, shrub, or other vegetation now existing on the property, except as approved in writing by the Grantee; and, that prohibits excavation, dredging, removal, or placement of topsoil, sand, gravel, loam, rock or other mineral substance from or on the property, except as approved in writing by the Grantee; and, that prohibits the construction of any building, structure, or road on the property, except as approved in writing by the Grantee; and, that prohibits dumping or placing of landfill material, trash, waste, or unsightly or offensive materials on the property.

2. *Market Value*¹ - 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 United States 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.

3. *Salvage Value* estimates of any improvements within the area to be encumbered by the Perpetual Road Easement and for any improvements to be removed within the Temporary Work Area Easement to satisfy construction requirements.

Special Guidance: Where an assignment calls for *Salvage Value(s)*, the appraiser shall be guided as follows. *Salvage Value* is defined as the probable sale price of an item, offered for sale on the condition that it will be removed at the buyer's expense, allowing a reasonable period of time to find a person buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.

As applicable to the appraisal process, in the event that an owner of real property is permitted to retain any site improvement designated for removal, the amount to be offered for the interest in the real property to be acquired and improvements that are to be removed shall not be less than the difference between the amount determined to be just compensation for the owner(s) entire interest and the salvage value. The appraiser shall provide an opinion as to the serviceability of the item and/or its components and a statement as to the basis of the Salvage Value estimate either as a serviceable component or as scrap.

¹ Source: *Uniform Standards of Professional Appraisal Practice, 2002 Edition*, The Appraisal Foundation

4. *Damages/Uneconomic Remnants (so called severance damages)* as a result of the project must be valued on a Before and After basis. If, in the opinion of the contract appraiser, an easement will result in a permanent damage to the remainder of the property (that portion of the greater whole which is not acquired), the appraisal will be in the Before and After format. This methodology will estimate the value of the estate taken as well as any permanent loss to the remainder. A damage that is considered temporary in nature does not require the Before and After (B & A) format. Damages that are curable due to the passage of time or by other mitigating circumstances (ten years or less for both) may use economic rent (income) as a basis for estimating a short-term damage.

It is imperative that the value of the property to be acquired is clearly identified and presented separate from the value concluded for damages. The value of the damage to the remainder and a clear explanation as to the makeup and justification for the conclusion of the damage is to be presented separately from the value of the property taken.

The above-cited definitions shall be included in all reports where applicable.

- D. Legal Description and Sales History - In addition to other requirements, it is the responsibility of the contractor to include in each report a copy of the last deed of record and a 10-year chain of title. In the event that the subject parent tract is the product of an assemblage or other combining of lots, the last deed of record for each lot shall be included.
- E. Each appraisal shall include analyses of Highest and Best Use that provides written reasoning to the extent and detail required that support the opinions of value. All Highest and Best Use Analyses' conclusions must be for an economic use. So called "public interest value" including, but not limited to, preservation and conservation or any non-economic highest and best use is not acceptable. Sales to and from public or quasi-public agencies are not acceptable as comparables unless the contractor can demonstrate that the transfers were at arms length, free from any threat of condemnation or inducement, including, but not limited to, tax incentives not available to the general public.
- F. Emergent Wetlands, Ponding Water, Drainage & Floodways, Floodplains & Hydric Soils-
When preparing analyses of the Highest and Best Use and wherever a reasonable person would conclude that site conditions, reasonably quantifiable by these publications, would impact the development potential and/or Highest and Best Use of the property being appraised, the selected appraiser is responsible for securing copies of and reviewing the following publications as pertaining to Fairfield Township: Soil Survey of Essex County (published by USDA) if available, FEMA Flood Insurance Rate Maps, National Inventory of Wetlands, State of New Jersey Freshwater Wetland mapping, State of New Jersey Floodway mapping, and topography mapping. Furthermore, as it has preliminarily been determined that the majority of the subject properties are impacted by FEMA flood hazard areas, NJ designated Floodway and/or freshwater wetlands, the appraiser must quantify site conditions, in a detailed discussion of these factors, of the property being appraised and the resultant impact on the Highest and Best Use of the property being appraised.

Pertinent copies of this mapping, annotated with the approximate location of the property being appraised, shall be included in each report.

- G. Hazardous, Toxic, Radioactive Wastes (HTRW) - In the event that the Contractor, through ordinary and usual means available to real estate appraisers and/or as provided by USACE, determines that the subject site(s) is impacted or contaminated by HTRW, value estimates shall be reported as follows:
1. HTRW regulated under CERCLA shall be estimated on an As Remediated or As Clean basis if the Purpose of the Appraisal above is for crediting purposes or as stipulated by the government for cause.
 2. If the Purpose of the Appraisal is to acquire an interest from a private land owner or if it is found that a project owned parcel(s) is impacted by an HTRW not regulated by CERCLA, the appraisal estimate shall be on an As Is basis.
 3. The contractor shall provide to the Appraisal Branch the basis for any determination as to HTRW. Contact Frank Palmer, Chief Appraiser, Real Estate Division, Baltimore District USACE, before proceeding if you have any questions regarding this paragraph.
- H. In order for the reviewer to understand the basis for all value conclusions, the report shall clearly and fully describe, define and explain the basis for all analyses and conclusions. Appraisals must be well-supported documents that follow a logical and factual sequence to arrive at an estimate of value. Each report will be reviewed for its completeness, comprehensiveness and consistency. Appraisals shall clearly and fully describe, define and explain the basis for analyses and conclusions. Each report shall be able to enable a far-removed reviewer to clearly understand and explain, if necessary, the rationale and methodology used to arrive at the value estimate. Discussions, explanations, analyses should be concise but presented in sufficient detail clearly to convince the reader that the resulting conclusions are reasonable and probable.
- I. Tangible personal property not defined as realty shall not be included in value estimates.
- J. Cost to Cure estimates, if any, shall not exceed the estimated damage(s) from any Before and After appraisal and report. Estimates of costs to cure a damage shall include direct and indirect costs, and effects of delay and entrepreneurial profit, if applicable.
- K. The description of subject land and buildings shall include a discussion of deficiencies and sufficiencies that affect value. By example, wetlands, drainage ways, etc. normally can not be developed for an economic use and can not be included in density calculations for land use in most jurisdictions. Therefore, undevelopable land, for any reason, can not be appraised as equivalent with upland areas when estimating value. Another example would include improved properties that contain elements of functional obsolescence or super-adequacies that affect value. An item of functional obsolescence may diminish the value of a

property while a super-adequacy, by definition, is an over improvement that would not increase the overall value of the property in an amount that would equal or exceed the cost of the over improvement when installed new.

- L. All market analyses utilizing the Sales Comparison Approach will include an adjustment grid that, in terms of dollar or percentage adjustments, measures the relative differences between the subject and each comparable cited. All adjustments must be explained and appropriately supported. Each must be consistent and logical. Gross adjustments in either dollars or percentages that exceed 30% are not acceptable unless it can be clearly demonstrated that the comparable is critical to the final value conclusion and there are no available substitute sales that are more comparable to the subject

The appraiser must be prepared to justify and support adjustments when requested. While the Government does not intend to contest each adjustment, request for further support of adjustments may be required from time to time at the Government's discretion. Every item of variance existing between the comparables and the subject on the report's adjustment grid must be either individually adjusted for variance or commented on or both. As an example in residential properties, this includes significant differences in style and design, quality, condition, age, size, basement or below grade finish and heating/cooling of the improvements.

- M. Verification of data - The sales and/or rental data must be reported with the date and name of person contacted to verify the data as well as the transactional relationship of the person contacted for verification.
- N. If the subject has sold and closed escrow within a reasonable time frame of the date of value, it should be used as a comparable sale unless it is found to be a non-market transaction, in which case it should be discussed as such.
- O. Ownership – Value estimates will be furnished for a contiguous area of land owned by the same person, entity. Land will be deemed contiguous even though portions thereof are separated by roads, railroad rights-of-way, streams, etc, if interests held by the owner(s) are uniform and a reasonable likelihood exists for a near term integrated unitary purpose.
- P. A permanent easement is an estate in but not a fee acquisition of a part taken. Therefore, a value estimate of less than fee for a permanent easement is required. The location and extent of a permanent easement may leave a landowner with little remaining utility. The appraiser is to be guided by that understanding applying No. 4 of "C." above as required.
- Q. Temporary easements of less than two (2) years should not be discounted. The estimated values for an economic return or rent on project land areas are de minimis and need not be further reduced by discounting for this period of time. A temporary easement that exceeds two (2) years shall be discounted in the third (3) year and beyond.
- R. Site improvements located within permanent and temporary work easements that have been identified for demolition and removal shall be appraised as is. The

appraiser must assign salvage values for these items. Those site improvements scheduled for removal can be sold back to the homeowner for the salvage value with the understanding that the owner will remove the items at their own expense within a time frame in accordance with the construction schedule.

- S. Landscaping scheduled for removal within all project work areas should be replaced as a project cost, NOT as items of compensation. To value landscaping to be removed within project limits for compensation purposes and at the same time replace it at completion as a project cost would result in a windfall. When dealing with landscaping including trees, the unit rule as adopted by court decisions proffers that different elements of a parcel are not to be separately valued and then added together. A property is to be valued as an entirety, a whole. The various parts of that whole are to be considered only as they contribute to the overall value, avoiding a cumulative appraisal. An analysis of separate elements with a conclusion that they enhance, diminish and/ or do not affect the value of the whole must be supported by market evidence. For instance, a treed lot should be compared to sales of treed lots. Comparing a treed lot to an open one may have a market supported adjustment that indicates the contribution to value of the trees to the entire site. However, an adjustment for a tree or trees as separate elements will generally be unacceptable.

PROPERTY LOCATIONS:

Township of Fairfield, Essex County, New Jersey

OWNER OF RECORD/SUBJECT IDENTIFIERS/LAND AREA:

See EXHIBIT A attached. Please note that at this time, as the acquisition of the permanent easement involves a definable interest based on an assessor's lot(s), no survey will be prepared for the parcels, nor will one be provided to the selected appraiser. The land areas identified for each parcel is based upon the best information available and is not necessarily accurate. Therefore, the selected appraiser shall rely upon the land area as provided on Exhibit A. The selected appraiser **will not** be provided a legal description or a tract survey for each affected parcel. The appraiser is expected to verify public information which is supplied in Exhibit A and, if applicable, notify either of the project coordinators identified in the Point of Contact section of this document of the inconsistency(s) and resolve with the coordinator a satisfactory resolution in order to complete the appraisal.

FORMAT:

NARRATIVE APPRAISAL REPORT

Valuation of the fee simple estate as well as the permanent easement is required on thirty-five (35) properties (see EXHIBIT A). The appraisal shall be written in a Narrative Appraisal Report format. A separate easement value (part taken) as well as an analysis of the remainder in order to determine whether a damage has occurred is required. All reports shall include those addenda listed below. The selected appraiser shall also include additional information and exhibits that enhances a report's credibility.

Required Addenda:

1. Certification
2. Limiting Conditions
3. Multi-Purpose Supplemental Addendum
4. Sketch with interior partitions and door openings, if applicable
5. Photos (front and rear views of each major site improvement, street scene showing neighborhood improvements, any other view considered to affect value (up or down))
6. Plot Plan (assessor's plat map/record plat/site survey)
7. Area and Neighborhood Map
8. Comparable Photos
9. Comparable Location Map with subject referenced
10. Assessor card for subject property and MLS printout as applicable.
11. Assessor card and MLS printout of comparables, if applicable
12. Comparable Photos
13. **The Scope of Work is required as an exhibit.**
14. **The 3-page Checklist is required as an exhibit.**
15. Where the property being appraised is impacted by FEMA flood hazard areas, hydric soils, Floodways, freshwater wetlands, and/or floodways, the appraiser shall include a copy of the pertinent portion of the published mapping, showing the location of the subject, for the following mapping publications:
 - a. New Jersey Freshwater Mapping
 - b. New Jersey Floodway Mapping
 - c. FEMA Flood Insurance Rate Mapping
 - d. Soil Survey of Essex County, if available

In order to meet the requirements as an *Appraisal Report*, the report must comply with Standard Rule 2-2 of the *Uniform Standards of Professional Appraisal Practice* as amended. A *Restricted Report* is not acceptable. A report identified as *Limited* means that the *Departure Provision* has been invoked. Any appraisal that invokes the *Departure Provision* must be approved in advance. If approved, a prominent section at the beginning of the report must be included that clearly identifies the extent of the appraisal process, the *departure(s)* taken, and the reason for the *departure(s)*.

ORIGINALS/COPIES:

One original with original signatures and photographs of the subject and its comparables must be included for each appraisal. **In addition, one CD copy of the complete report including all photographs and other exhibits in the order presented in the report shall be provided in Adobe Acrobat or some other format readable by Adobe Acrobat.**

The appraisal must comply with the Reporting Standards of Uniform Appraisal Standards for Federal Land Acquisitions and Uniform Standards of Professional Appraisal Practice.

SUPPLIED MATERIAL:

A. The following materials are supplied with the Scope of Work.

- Appraisal checklist
- Sample of confirmatory letter of inspection (see below)
- Exhibit A (Ownership list)
- Exhibit B (Appraisal Review)
- Digital PDF files of the Project mapping

B. Upon issuance of a Notice to Proceed by USACE, the following materials will be supplied.

- Owners telephone numbers (if available)
- Copy of the legal description
- Digital PDF files showing the project in terms of the following land characteristics: soils (as based upon Soil Surveys, if available, of the appropriate county and as published by the USDA), FEMA designated flood hazard areas, topography, and fresh-water wetlands.

INSPECTIONS:

The appraiser is required to personally speak with the owner(s), their agents or representative securing their permission to inspect the subject property. Per federal regulations, *“The owner, or the owner’s designated representative, shall be given an opportunity to accompany the appraiser during the appraiser’s inspection of the property.”*

The preferred method of contact is to have the contract appraiser telephone the property owner to set up an inspection and state that a confirmatory letter on company letterhead (see enclosed sample) will be sent via certified mail to confirm the date of inspection. The appraiser will invite the owner or his designated representative to accompany him/her in the detailed inspection of the property and to give careful, considerate attention to all information and comments offered. The owner may be a prime source of detailed information of importance. To satisfy this requirement for purposes of the appraisal review, the contract appraiser should include:

1. a copy of the confirmatory letter to the property owner and,
 2. a copy of the receipt for certified mail within the body of the appraisal.
- Also, there shall be a statement in the appraisal indicating the date of the inspection and whether or not the owner, or his agent, was present at the inspection.

Additionally, an on-site visit with the selected appraiser and any and all contributing appraisers in the firm, Baltimore District review appraiser, and other Corps personnel to discuss project features and appraisal issues is required within two weeks of the notice of award. At the time of the on-site visit, the Baltimore District appraiser will present the Notice to Proceed (NTP).

DELIVERY:

The Contractor agrees to submit a draft of the first appraisal for an In Progress Review (IPR) to the Baltimore District, Appraisal Branch on or before the 15th calendar day following the official notice to proceed. The IPR is conducted by the POC at USAED-Baltimore's Appraisal Branch and is used to verify correct appraisal methodology, reporting format and compliance with other provisions of the Scope of Work. The final version of the first appraisal shall be submitted on or before the 25th calendar day following the official notice to proceed.

The Contractor agrees to submit the reports and all copies to the Baltimore District, Appraisal Branch according to the delivery schedule as follows (less the first appraisal described above):

Following receipt of the first completed and approved appraisal report, all remaining reports due at the rate of 1 per week for IPR and all completed reports due one (1) week following the IPR. All completed reports are due within ninety (90) days from receipt of the notice to proceed.

Notice to proceed for each identified property may occur on a staggered basis where required materials are not provided on a timely basis. The government reserves the right to change the delivery sequence as necessitated by such event(s). In no case will a change in the report submittal sequence deprive the contractor of the preparation days as allocated above.

POINT OF CONTACT (POC):

The Appraisal Branch Project Coordinators for this project are Richard McCarter, who can be reached at (410) 962-3205 (voice) and (410) 962-0866 (facsimile), e-mail: Richard.T.McCarter@nab02.usace.army.mil or Peter Gillispie, who can be reached at (410) 962-5190 (voice) and (410) 962-0866 (facsimile), e-mail: Peter.W.Gillispie@nab02.usace.army.mil.

PLACE OF DELIVERY:

Frank N. Palmer
Real Estate Division Appraisal Branch
10 South Howard Street, 7th Floor
Baltimore, MD 21201
ATTN: Richard McCarter

APPRAISER LICENSING:

The *responsible appraiser* must be licensed as a New Jersey **Certified General Appraiser** and shall submit a copy of a current license with the bid proposal. For the residential form reports, where applicable, the appraiser of record must minimally be licensed as a Certified Residential Appraiser with the responsible appraiser signing as the Supervisory Appraiser.

CONFERENCES:

Contractor shall make himself/herself available for conferences, either by phone, at the office of the contractor, at the subject sites, or the office of the US Army Corps of Engineers. Said conferences are without additional cost to the contract.

MODIFICATIONS TO THE CONTRACT:

Contractor shall modify or supplement any appraisal report where additional data is discovered that was known or should have been known to be in existence prior to the delivery of the report and which data would reasonably be considered to have materially affected the conclusions and opinion of values(s) contained in the report. Where application of principles of law relating to real estate appraisals require the modification or supplementing of such an appraisal report; the requirements of either Uniform Appraisal Standards for Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice have not been met. This service shall be rendered without additional cost to the contract.

REVIEW PROCESS:

Enclosed is a copy of a form review (Exhibit B) that may be used as part of the appraisal review process. All elements outlined within the form review are specific to requirements set forth in USPAP, UASFLA (Yellow Book), and US Army Corps of Engineers Regulations ER405-1--12, Chapter 4. The primary goal of the review process is to check for compliance with all necessary regulations and each applicable item must be satisfactorily completed in order for any appraisal to be approved. This sample is provided in an effort to assist the contract appraisers with Baltimore District Corps requirements. It is imperative that all appraisers recognize that the reports they prepare have the potential for use in condemnation proceedings in which case it is essential to have a credible report that meets all regulations.

PAYMENT:

The sum set out in the contract for the appraisal report(s) shall constitute full payment to the contractor and shall include costs of all supplies, material, and equipment and transportation incidental to preparing the delivering the report(s). The contract price shall be due and payable for acceptable appraisal reports in toto upon delivery and acceptance of such reports accompanied by a properly certified invoice.

APPRAISAL REPORTS TO BE CONFIDENTIAL:

All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The contractor shall take all necessary steps to ensure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the US Army Corps of Engineers.

Before and After

Using this methodology, the **Before value considers the entire property** and the **After value is the remainder property (after the take)**. It is not a Before minus the Take nor is it a Before and After value of the take. The idea is to estimate the value of the take as well as any damages that may apply to the remainder as a result of the take; therefore Before and After. The appraisal should clearly explain the take and the remainder. Where it is readily apparent that the take does not adversely affect the remainder, the take only (easement or fee take) may be valued and a B&A is not required. The appraiser's reasoning for not using the B&A method should be clearly and fully stated. If instead of the fee estate, the take is a partial interest, i.e. perpetual road easement, permanent channel improvement easement, permanent drainage easement, etc., it is somewhere less than the fee value of the underlying land as the owner retains property rights in the underlying land. Restrictions imposed by the easement to the owner's use of the land will determine the value of the easement, which may be a percentage of fee value applied to the easement. If there are no damages to the remainder it should so be stated. Special benefits, if any, resulting from the project should be addressed.

DISCUSSION OF PARTIAL ACQUISITIONS: Uniform Appraisal Standards for Federal Land Acquisition (UASFLA), pages 47 through 55 including sections B-11, B-12, and B-13.

FORMAT FOR B & A ANALYSIS: Taken from UASFLA appendix B, Recommended Format for Federal Appraisal Reports

Before Condition

Part II - Factual Data

11. Legal Description
12. Area, City & Neighborhood Data
13. Property Data
 - a. Site
 - b. Improvements
 - c. Equipment
 - d. Use history
 - e. Sales history
 - f. Rental history
 - g. Assessed value and annual tax load
 - h. Zoning and other land use regulations

Part III - Data Analysis and Conclusions

14. Analysis of HBU
pg. 36)
15. Land Valuation
16. Value Estimate by Cost Approach

After Condition

Part IV - Factual Data

20. Legal Description
21. Neighborhood Factors
22. Property Data
 - a. Site
 - b. Improvements
 - c. Equipment
 - d. History
 - e. Assessed value and annual tax load
 - f. Zoning and other land use regulations

Part V - Data Analysis and Conclusions

23. Analysis of HBU (Refer to B-3, H&BU,
24. Land Valuation
25. Value Estimate by Cost Approach

- 17. Value Estimate by the Sales Comparison App. Comparison Approach
- 18. Value Estimate by Income Capitalization App
- 19. Correlation and Final Value Estimate
- 26. Value Estimate by Sales Comparison Approach
- 27. Value Estimate by Income Capitalization App
- 28. Correlation and Final Value Estimate

Part VI - Acquisition Analysis

- 29. Recapitulation
- 30. Allocation and Explanation of Damages
- 31. Explanation of Special Benefits

EXAMPLE OF ANALYSIS

	Value Before the Take	
	\$-----	
	Value After the Take	
	<u>\$-----</u>	
	Difference	\$-----
-		
	Value of Part Taken	\$-----
-		
	Allocation for Damages, if applicable	
	\$-----	
	Special Benefits, if applicable	
	\$-----	

Company Letterhead

Address

City, State Zip

Phone Number

Fax Number

September 26, 2002

VIA CERTIFIED MAIL

Property Owner

Address

City, St ZIP

RE: U.S. ARMY CORPS OF ENGINEERS
PASSAIC RIVER FLOOD DAMAGE REDUCTION PROJECT
TRACT NUMBER
TRACT NUMBER
CITY, STATE, ZIP

Dear Sir or Madam:

The U.S. Army Corps of Engineers has requested **XYZ Appraisal Company** to perform an appraisal of your property, all or a portion of which has been proposed to be acquired as part of the Passaic River Flood Damage Reduction Control Project.

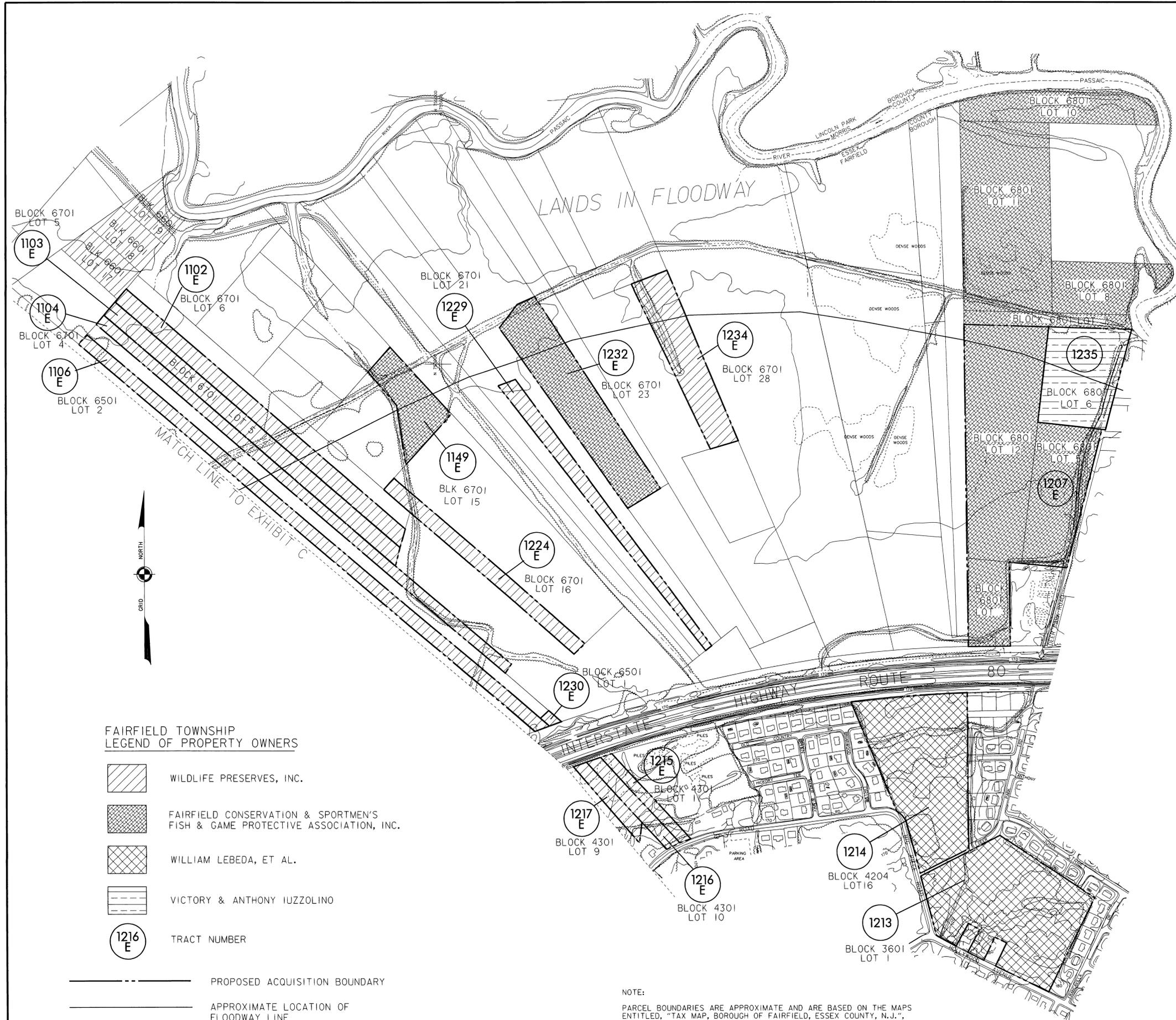
The purpose of this letter is afford you or your agent the opportunity to accompany us on our inspection of the above reference property(ies). The inspection will take place during the week of Month Day and Month Day, 2000. If you or a representative would like to accompany us on this inspection, please call our office to make arrangements.

If you have any other questions please feel free to contact our office.

Very truly yours,

[Click **here** and type your name]

[Click **here** and type job title]



TRACT REGISTER						
LOT NO.	BLOCK NO.	TRACT NO.	LAND OWNER	ACREAGE*		REMARKS
				LOT AREA	ACO. AREA	
1	3601	1213	WILLIAM LEBEDA, ET AL	19.85	19.85	FEE
16	4204	1214	WILLIAM LEBEDA, ET AL	19.271	19.271	FEE
9	4301	1217E	WILDLIFE PRESERVES, INC.	1.276	1.276	PERPETUAL CONSERVATION EASEMENT
10	4301	1218E	WILDLIFE PRESERVES, INC.	2.0	2.0	PERPETUAL CONSERVATION EASEMENT
11	4301	1215E	WILDLIFE PRESERVES, INC.	2.0	2.0	PERPETUAL CONSERVATION EASEMENT
1	6501	1230E	WILDLIFE PRESERVES, INC.	0.22	0.22	PERPETUAL CONSERVATION EASEMENT
2	6501	1106E	WILDLIFE PRESERVES, INC.	10.13	10.13	PERPETUAL CONSERVATION EASEMENT
4	6701	1104E	WILDLIFE PRESERVES, INC.	8.86	8.86	PERPETUAL CONSERVATION EASEMENT
5	6701	1103E	WILDLIFE PRESERVES, INC.	8.4	8.4	PERPETUAL CONSERVATION EASEMENT
6	6701	1102E	WILDLIFE PRESERVES, INC.	8.4	8.4	PERPETUAL CONSERVATION EASEMENT
15	6701	1149E	FAIRFIELD CONSERV. & SPORTSMEN'S, INC.	4.8	4.8	PERPETUAL CONSERVATION EASEMENT
16	6701	1224E	WILDLIFE PRESERVES, INC.	5.0	5.0	PERPETUAL CONSERVATION EASEMENT
21	6701	1229E	WILDLIFE PRESERVES, INC.	5.5	5.5	PERPETUAL CONSERVATION EASEMENT
23	6701	1232E	FAIRFIELD CONSERV. & SPORTSMEN'S, INC.	13.09	13.09	PERPETUAL CONSERVATION EASEMENT
28	6701	1234E	WILDLIFE PRESERVES, INC.	8.3	8.3	PERPETUAL CONSERVATION EASEMENT
3,5,12	6801	1207E	FAIRFIELD CONSERV. & SPORTSMEN'S, INC.	35.6	35.6	PERPETUAL CONSERVATION EASEMENT
6	6801	1235	VICTORY & ANTHONY IUZZOLINO	9.7	9.7	PERPETUAL CONSERVATION EASEMENT

* NOTE: ACREAGE BASED ON TAX MAP/TAX ASSESSOR'S PROPERTY CARDS.

ADJACENT AND COMMON OWNERSHIP (TO ABOVE TRACTS)				
LOT NO.	BLOCK NO.	LAND OWNER	ACREAGE*	REMARKS
17	6601	WILDLIFE PRESERVES, INC.	3.28	ADJ. TO BLK 6701 LOT 6-TR 1102E
18	6601	WILDLIFE PRESERVES, INC.	3.28	ADJ. TO BLK 6601 LOT 17
19	6601	WILDLIFE PRESERVES, INC.	3.6	ADJ. TO BLK 6601 LOT 18
7	6801	FAIRFIELD CONSERVATION & SPORTSMEN'S, INC.	3.0	ADJ. TO BLK 6801 LOT 12-TR 1207E
8	6801	FAIRFIELD CONSERVATION & SPORTSMEN'S, INC.	6.0	ADJ. TO BLK 6801 LOT 7
10	6801	FAIRFIELD CONSERVATION & SPORTSMEN'S, INC.	4.8	ADJ. TO BLOCK 6801 LOT 11
11	6801	FAIRFIELD CONSERVATION & SPORTSMEN'S, INC.	22.185	ADJ. TO BLOCK 6801 LOT 7

* NOTE: ACREAGE BASED ON TAX MAP/TAX ASSESSOR'S PROPERTY CARDS.

FAIRFIELD TOWNSHIP
LEGEND OF PROPERTY OWNERS

-  WILDLIFE PRESERVES, INC.
-  FAIRFIELD CONSERVATION & SPORTSMEN'S FISH & GAME PROTECTIVE ASSOCIATION, INC.
-  WILLIAM LEBEDA, ET AL.
-  VICTORY & ANTHONY IUZZOLINO
-  TRACT NUMBER

----- PROPOSED ACQUISITION BOUNDARY
 - - - - - APPROXIMATE LOCATION OF FLOODWAY LINE

NOTE:
 PARCEL BOUNDARIES ARE APPROXIMATE AND ARE BASED ON THE MAPS ENTITLED, "TAX MAP, BOROUGH OF FAIRFIELD, ESSEX COUNTY, N.J.," SCALE: 1"=100', FEBRUARY 1974, BY PURCELL, TAYLOR & SETTEDUCATO, P.C.

DATE	REVISIONS (READ UP)	BY
REAL ESTATE PLANNING MAP		
DEPARTMENT OF THE ARMY	USING SERVICE	
LOCATION OF PROJECT		TRANSPORTATION FACILITIES
STATE	NEW JERSEY	RAILROADS
COUNTY	ESSEX	STATE ROADS
DIVISION	NORTH ATLANTIC	FEDERAL ROADS 1-80
DISTRICT	BALTIMORE	AIRLINES
ARMY AREA		
PROJECT SITE LOCATED APPROXIMATELY	13 MILES WEST OF NEW YORK CITY, NY	
PROJECT SITE LOCATED APPROXIMATELY	13 MILES NORTH OF NEWARK, NJ	
EXHIBIT B		
DEPARTMENT OF THE ARMY U. S. ARMY ENGINEER DISTRICT, BALTIMORE CORPS OF ENGINEERS NORTH ATLANTIC DIVISION		
DRAWN BY: SLM	REAL ESTATE	
TRACED BY:	PRESERVATION OF NATURAL	
CHECKED BY: GHR	FLOOD STORAGE AREAS	
SUBMITTED BY:	PASSAIC RIVER FLOOD DAMAGE REDUCTION PROJECT	
RECOMMENDED BY:	PASSAIC RIVER BASIN, NEW JERSEY	
APPROVED BY:	DATE 27 AUG 2002	
CHIEF, P&C BRANCH	CHIEF, REAL ESTATE DIVISION	
US ARMY CORPS OF ENGINEERS, WASH DC 20314	PLATE	SCALE IN FEET
	R-2	300 150 0 300 600
INSTALLATION OR PROJECT NO.		SHEET 2 OF 4 DRAWING NO. X



TRACT REGISTER						
LOT NO.	BLOCK NO.	TRACT NO.	LAND OWNER	ACREAGE*		REMARKS
				LOT AREA	ACO. AREA	
1	5201	1614E	WILDLIFE PRESERVES, INC.	5.01	5.01	PERPETUAL CONSERVATION EASEMENT
29	5201	1148E	WILDLIFE PRESERVES, INC.	3.515	3.515	PERPETUAL CONSERVATION EASEMENT
31	5201	1613E	WILDLIFE PRESERVES, INC.	0.49	0.49	PERPETUAL CONSERVATION EASEMENT
8	6001	1635E	WILDLIFE PRESERVES, INC.	2.00	2.00	PERPETUAL CONSERVATION EASEMENT
23	6201	1621E	WILDLIFE PRESERVES, INC.	3.40	3.40	PERPETUAL CONSERVATION EASEMENT
9	6301	1600E	WILDLIFE PRESERVES, INC.	33.76	8.66	PERPETUAL CONSERVATION EASEMENT- PART OF LOT
10	6301	1142E	WILDLIFE PRESERVES, INC.	9.37	9.37	PERPETUAL CONSERVATION EASEMENT
4	6401	1136E	WILDLIFE PRESERVES, INC.	1.64	1.64	PERPETUAL CONSERVATION EASEMENT
6	6401	1133E	WILDLIFE PRESERVES, INC.	2.99	2.99	PERPETUAL CONSERVATION EASEMENT

* NOTE: ACREAGE BASED ON TAX MAP/TAX ASSESSOR'S PROPERTY CARDS.

ADJACENT AND COMMON OWNERSHIP (TO ABOVE TRACTS)				
LOT NO.	BLOCK NO.	LAND OWNER	ACREAGE*	REMARKS
6	6301	WILDLIFE PRESERVES, INC.	4.1	ADJACENT TO BLOCK 6301 LOT 9

* NOTE: ACREAGE BASED ON TAX MAP/TAX ASSESSOR'S PROPERTY CARDS.

FAIRFIELD TOWNSHIP
LEGEND OF PROPERTY OWNERS

WILDLIFE PRESERVES, INC.

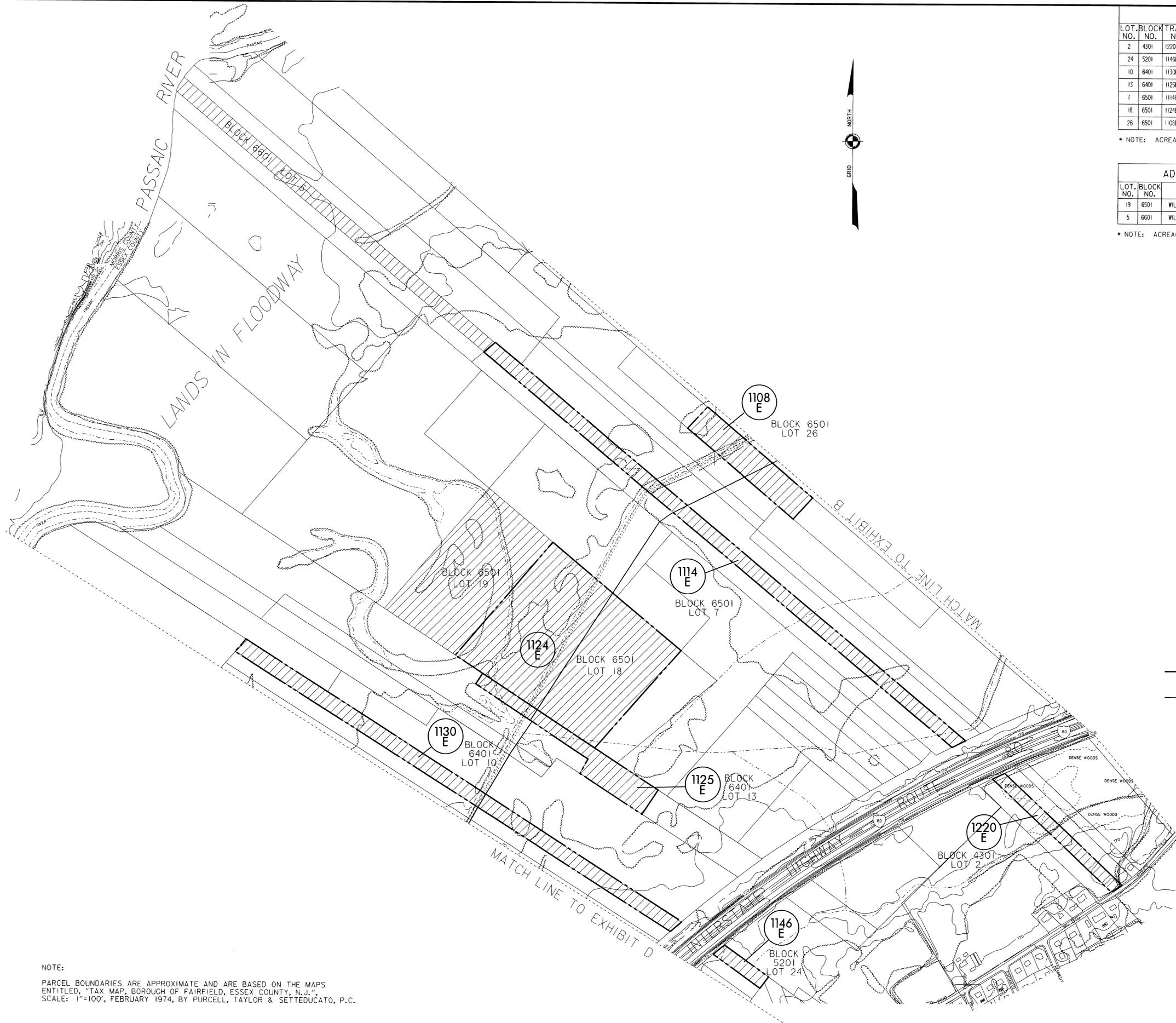
TRACT NUMBER

PROPOSED ACQUISITION BOUNDARY

APPROXIMATE LOCATION OF FLOODWAY LINE

NOTE:
PARCEL BOUNDARIES ARE APPROXIMATE AND ARE BASED ON THE MAPS ENTITLED, "TAX MAP, BOROUGH OF FAIRFIELD, ESSEX COUNTY, N.J.", SCALE: 1"=100', FEBRUARY 1974, BY PURCELL, TAYLOR & SETTEDUCATO, P.C.

DATE	REVISIONS (READ UP)	BY
REAL ESTATE PLANNING MAP		
DEPARTMENT OF THE ARMY	USING SERVICE	
LOCATION OF PROJECT		TRANSPORTATION FACILITIES
STATE	NEW JERSEY	RAILROADS
COUNTY	ESSEX	STATE ROADS
DIVISION	NORTH ATLANTIC	FEDERAL ROADS I-80
DISTRICT	BALTIMORE	AIRLINES
ARMY AREA		
PROJECT SITE LOCATED APPROXIMATELY	13 MILES WEST OF NEW YORK CITY, NY	
PROJECT SITE LOCATED APPROXIMATELY	13 MILES NORTH OF NEWARK, NJ	
EXHIBIT D		
DEPARTMENT OF THE ARMY U. S. ARMY ENGINEER DISTRICT, BALTIMORE CORPS OF ENGINEERS NORTH ATLANTIC DIVISION		
DRAWN BY: SLM	REAL ESTATE PRESERVATION OF NATURAL FLOOD STORAGE AREAS PASSAIC RIVER FLOOD DAMAGE REDUCTION PROJECT PASSAIC RIVER BASIN, NEW JERSEY	
TRACED BY: GHB		
CHECKED BY: GHB		
SUBMITTED BY: <i>G.H.B.</i>		
RECOMMENDED BY:	APPROVED BY:	DATE 27 AUG 2002
CHIEF, P&C BRANCH	CHIEF, REAL ESTATE DIVISION	
US ARMY CORPS OF ENGINEERS, WASH DC 20314	PLATE	SCALE IN FEET
	R-4	300 150 0 300 600
INSTALLATION OR PROJECT NO.		SHEET 4 OF 4 DRAWING NO. X



TRACT REGISTER						
LOT NO.	BLOCK NO.	TRACT NO.	LAND OWNER	ACREAGE*		REMARKS
				LOT AREA	ACO. AREA	
2	4301	1220E	WILDLIFE PRESERVES, INC.	2.445	2.445	PERPETUAL CONSERVATION EASEMENT
24	5201	1146E	WILDLIFE PRESERVES, INC.	1.01	1.01	PERPETUAL CONSERVATION EASEMENT
10	6401	1130E	WILDLIFE PRESERVES, INC.	11.27	11.27	PERPETUAL CONSERVATION EASEMENT
13	6401	1125E	WILDLIFE PRESERVES, INC.	5.77	5.77	PERPETUAL CONSERVATION EASEMENT
7	6501	1114E	WILDLIFE PRESERVES, INC.	13.3	13.3	PERPETUAL CONSERVATION EASEMENT
18	6501	1124E	WILDLIFE PRESERVES, INC.	33.2	33.2	PERPETUAL CONSERVATION EASEMENT
26	6501	1108E	WILDLIFE PRESERVES, INC.	6.0	6.0	PERPETUAL CONSERVATION EASEMENT

* NOTE: ACREAGE BASED ON TAX MAP/TAX ASSESSOR'S PROPERTY CARDS.

ADJACENT AND COMMON OWNERSHIP (TO ABOVE TRACTS)				
LOT NO.	BLOCK NO.	LAND OWNER	ACREAGE*	REMARKS
19	6501	WILDLIFE PRESERVES, INC.	18.37	ADJACENT TO BLOCK 6501 LOT 18-TRACT 1124E
5	6601	WILDLIFE PRESERVES, INC.	7.06	ADJACENT TO BLOCK 6501 LOT 7-TRACT 1114E

* NOTE: ACREAGE BASED ON TAX MAP/TAX ASSESSOR'S PROPERTY CARDS.

FAIRFIELD TOWNSHIP
LEGEND OF PROPERTY OWNERS

-  WILDLIFE PRESERVES, INC.
-  TRACT NUMBER
-  PROPOSED ACQUISITION BOUNDARY
-  APPROXIMATE LOCATION OF FLOODWAY LINE

DATE	REVISIONS (READ UP)	BY
REAL ESTATE PLANNING MAP		
DEPARTMENT OF THE ARMY	USING SERVICE	TRANSPORTATION FACILITIES
STATE NEW JERSEY	RAILROADS	
COUNTY ESSEX	STATE ROADS	
DIVISION NORTH ATLANTIC	FEDERAL ROADS I-80	
DISTRICT BALTIMORE	AIRLINES	
ARMY AREA PROJECT SITE LOCATED APPROXIMATELY 13 MILES WEST OF NEW YORK CITY, NY PROJECT SITE LOCATED APPROXIMATELY 13 MILES NORTH OF NEWARK, NJ		
EXHIBIT C		
DEPARTMENT OF THE ARMY U. S. ARMY ENGINEER DISTRICT, BALTIMORE CORPS OF ENGINEERS NORTH ATLANTIC DIVISION		
DRAWN BY: SLM	REAL ESTATE	
TRACED BY: CHB	PRESERVATION OF NATURAL FLOOD STORAGE AREAS	
CHECKED BY: CHB	PASSAIC RIVER FLOOD DAMAGE REDUCTION PROJECT	
SUBMITTED BY: <i>D.H. Brown</i>	PASSAIC RIVER BASIN, NEW JERSEY	
RECOMMENDED BY: CADASTRAL	APPROVED BY:	DATE 27 AUG 2002
CHIEF, P&C BRANCH	CHIEF, REAL ESTATE DIVISION	
US ARMY CORPS OF ENGINEERS, WASH DC 20314	PLATE	SCALE IN FEET
INSTALLATION OR PROJECT NO.	R-3	300 150 0 300 600
		SHEET 3 OF 4 DRAWING NO. X

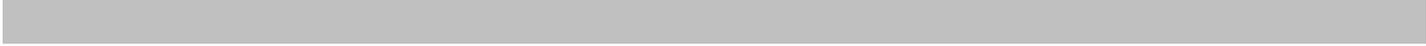
NOTE:
PARCEL BOUNDARIES ARE APPROXIMATE AND ARE BASED ON THE MAPS ENTITLED, "TAX MAP, BOROUGH OF FAIRFIELD, ESSEX COUNTY, N.J.", SCALE: 1"=100', FEBRUARY 1974, BY PURCELL, TAYLOR & SETTEDUCATO, P.C.

PRESERVATION NATURAL STORAGE AREAS
EXHIBIT A
OCTOBER 2002

Appraisal Grouping Number	Potential B&A Analysis	Township	APN #	Block	Lot	COE Tract #	Public/Pr Owner	Estate to be Acquired	Size/Acres	Acres Acquired	Zoning	Comments	
1	yes	Fairfield	07-06801-0000-00005	6801	3, 5, 12	1207E	Private	Fairfield Conservation & Sportsman Fish and Game Protective	easement	35.6	35.6	A-C	To be appraised as an assemblage unless appraiser can provide
		Fairfield	07-06801-0000-00007	6801	7, 8, 10,11	NA	Private	Fairfield Conservation & Sportsman Fish and Game Protective	NA	35.985	0	A-C	credible evidence that any of the assembled parcels can be
		Fairfield	07-06701-0000-00015	6701	15	1149E	Private	Fairfield Conservation & Sportsmen Fish and Game Protection	easement	4.8	4.8	A-C	developed independently and have a highest & best use different
		Fairfield	07-06701-0000-00023	6701	23	1232E	Private	Fairfield Conservation & Sportsmen Fish and Game Protection	easement	13.09	13.09	A-C	from that to the assemblage. Only lots 3, 5 & 12 in Blk. 6801 and
													lots 15 & 23 in Blk. 6701 to be acquired.
2	no	Fairfield	07-06801-0000-00006	6801	6	1235	Private	Iuzzolino Victory & Anthony	easement	9.7	9.7	A-C	Stand alone parcel
3	no	Fairfield	07-04204-0000-00016	4204	16	1214	Private	Lebeda, William & Elsie, JTWROS	easement	19.271	19.271	unknown	To be appraised under two scenarios: as an assemblage and
		Fairfield	07-06801-0000-00001	3601	1	1213	Private	Lebeda, William & Elsie		19.85	19.85	unknown	individually (see note below). South side of I-80
4	no	Fairfield	07-04301-0000-00002	4301	2	1220E	Private	Wildlife Preserves, Inc.	easement	2.44	2.44	P, OS & R	stand alone parcel, south side of I-80
5	no	Fairfield	07-04301-0000-00009	4301	9	1217E	Private	Wildlife Preserves, Inc.	easement	1.27	1.27	P, OS & R	To be appraised as an assemblage
		Fairfield	07-04301-0000-00010	4301	10	1216E	Private	Wildlife Preserves, Inc.	easement	2	2	P, OS & R	south side of I-80
		Fairfield	07-04301-0000-00011	4301	11	1215E	Private	Wildlife Preserves, Inc.	easement	2	2	P, OS & R	
6	no	Fairfield	07-05201-0000-00001	5201	1	1614E	Private	Wildlife Preserves, Inc.	easement	5.01	5.01	R-2	To be appraised as an assemblage
		Fairfield	07-05201-0000-00031	5201	31	1613E	Private	Wildlife Preserves, Inc.	easement	0.49	0.49	P, OS & R	south side of I-80
7	no	Fairfield	07-05201-0000-00024	5201	24	1146E	Private	Wildlife Preserves, Inc.	easement	1.01	1.01	P, OS & R	Stand alone parcel, south side of I-80
8	no	Fairfield	07-05201-0000-00029	5201	29	1148E	Private	Wildlife Preserves, Inc.	easement	3.51	3.51	P, OS & R	Stand alone parcel, south side of I-80
9	no	Fairfield	07-06001-0000-00008	6001	8	1635E	Private	Wildlife Preserves, Inc.	easement	2	2	A-C	Stand alone parcel, south side of I-80
10	yes	Fairfield	07-06701-0000-00004	6701	4	1104E	Private	Wildlife Preserves, Inc.	easement	8.86	8.86	A-C	To be appraised as an assemblage
		Fairfield	07-06701-0000-00005	6701	5	1103E	Private	Wildlife Preserves, Inc.	easement	8.4	8.4	A-C	unless appraiser can provide credible
		Fairfield	07-06701-0000-00006	6701	6	1102E	Private	Wildlife Preserves, Inc.	easement	8.4	8.4	A-C	evidence that any of the assembled
		Fairfield	07-06701-0000-00016	6701	16	1224E	Private	Wildlife Preserves, Inc.	easement	5	5	A-C	lots can be developed independently
		Fairfield	07-06701-0000-00021	6701	21	1229E	Private	Wildlife Preserves, Inc.	easement	5.5	5.5	A-C	and have a highest and best use
		Fairfield	07-06701-0000-00028	6701	28	1234E	Private	Wildlife Preserves, Inc.	easement	8.3	8.3	A-C	different from that of the assemblage
		Fairfield	07-06501-0000-00002	6501	2	1106E	Private	Wildlife Preserves, Inc.	easement	10.13	10.13	A-C	
		Fairfield	07-06501-0000-00001	6501	1	1230E	Private	Wildlife Preserves, Inc.	easement	0.22	0.22	A-C	
		Fairfield	07-06601-0000-00017	6601	17	NA	Private	Wildlife Preserves, Inc.	NA	3.26	0	A-C	Lots 5, 17, 18, 19 in Blk. 6601, Lot 19 in Blk. 6501 and Lot 6 in
		Fairfield	07-06601-0000-00018	6601	18	NA	Private	Wildlife Preserves, Inc.	NA	3.28	0	A-C	Blk. 6301 are included in the assemblage due to contiguity and/or
		Fairfield	07-06601-0000-00019	6601	19	NA	Private	Wildlife Preserves, Inc.	NA	3.6	0	A-C	proximity as well as unity of use and are not to be acquired. The
		Fairfield	07-06501-0000-00007	6501	7	1114E	Private	Wildlife Preserves, Inc.	easement	13.3	13.3	A-C	remaining 19 lots in this assemblage are to be acquired.
		Fairfield	07-06501-0000-00018	6501	18	1124E	Private	Wildlife Preserves, Inc.	easement	32.9	32.9	A-C	
		Fairfield	07-06501-0000-00019	6501	19	NA	Private	Wildlife Preserves, Inc.	NA	18.37	0	unknown	
		Fairfield	07-06501-0000-00026	6501	26	1108E	Private	Wildlife Preserves, Inc.	easement	6	6	A-C	
		Fairfield	07-06601-0000-00005	6601	5	NA	Private	Wildlife Preserves, Inc.	NA	7.06	0	unknown	
		Fairfield	07-06401-0000-00010	6401	10	1130E	Private	Wildlife Preserves, Inc.	easement	11.27	11.27	A-C	
		Fairfield	07-06401-0000-00013	6401	13	1125E	Private	Wildlife Preserves, Inc.	easement	5.77	5.77	A-C	
		Fairfield	07-06201-0000-00023	6201	23	1621E	Private	Wildlife Preserves, Inc.	easement	3.4	3.4	A-C	
		Fairfield	07-06301-0000-00004	6301	6	NA	Private	Wildlife Preserves, Inc.	NA	4.1	0	unknown	
		Fairfield	07-06301-0000-00009	6301	9	1600E	Private	Wildlife Preserves, Inc.	easement	33.76	8.66	A-C	
		Fairfield	07-06301-0000-00010	6301	10	1142E	Private	Wildlife Preserves, Inc.	easement	9.37	9.37	A-C	
		Fairfield	07-06401-0000-00004	6401	4	1136E	Private	Wildlife Preserves, Inc.	easement	1.64	1.64	A-C	
		Fairfield	07-06401-0000-00006	6401	6	1133E	Private	Wildlife Preserves, Inc.	easement	2.99	2.99	A-C	
Zoning													
	R-2 Residential Zone												
	A-C Agricultural Conservatory												
	P, OS & R Public, Open Space nad Recreation												
NOTES:	The appraiser is instructed to appraise the two parcels as an assemblage as well as individually, assuming the parcels are not under the same ownership and there is no unity of use												
	The appraiser shall provide a detailed, stand alone, valuation analysis of the fee simple estate and conclude to a fee simple value before addressing the value of the permanent estate to be acquired in each of the appraisals												

APPRAISAL REVIEW AND CHECKLIST

**UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP),
UNIFORM APPRAISAL STANDARDS FOR FEDERAL LAND ACQUISITIONS (Yellow Book), and
ER 405-1-12, CHAPTER 4, SECTION X, REVIEW AND APPROVAL**



PROJECT NAME:	_____
APPRAISAL CASE NO.:	_____
OWNER(S):	_____
PROPERTY ADDRESS:	_____
TRACT IDENTIFIER(S):	_____

REVIEW PREPARED BY:	_____	DATE PREPARED:	_____
REPORT DATE:	_____	PROPERTY TYPE:	_____
EFFECTIVE DATE OF APPRAISAL:	_____	REPORT TYPE:	<input type="checkbox"/> FORM <input type="checkbox"/> FULL NARRATIVE
APPRAISER(S) ADDRESS:	_____		<input type="checkbox"/> OTHER (see comments page 7)
	_____	VOICE:	_____
	_____	FAX:	_____
	_____	LICENSE NO.:	_____

<u>VALUE CONCLUSIONS:</u>	<u>VALUE ESTIMATES:</u>	<u>APPROVED AMOUNTS:</u>
FEE SIMPLE ESTATE:	_____	_____
IMPROVEMENTS ACQUIRED:	_____	_____
BEFORE VALUE (PARTIAL TAKE):	_____	_____
DIFFERENCE (BEFORE - AFTER = VALUE OF TAKING):	_____	_____
SEVERANCE DAMAGES:	_____	_____
SPECIAL BENEFITS:	_____	_____

<u>TYPE OF ESTATE APPRAISED:</u>	<u>VALUE ESTIMATES:</u>	<u>APPROVED AMOUNTS:</u>
<i>PERMANENT EASEMENTS (LIST TYPE):</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
<i>TEMPORARY WORK AREA EASEMENT (LIST TYPE):</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPRAISAL REVIEW AND CHECKLIST

TYPE OF ESTATE APPRAISED:	VALUE ESTIMATES:	APPROVED AMOUNTS:
<i>FEE (LIST TYPE):</i> _____	_____	_____
<i>OTHER (LIST TYPE):</i> _____	_____	_____
_____	_____	_____

INSPECTION: Was the owner or owner's agent afforded the opportunity to accompany the appraiser at the time of inspection? Yes No
(If no, explain) _____

SCOPE AND PURPOSE OF REVIEW:

PART I INTRODUCTION

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
1	Title Page				
2	Letter of Transmittal				
3	Table of Contents				
4	Appraiser's Certification (all signatures must be originals)				
5	Summary of Salient Facts & Conclusions				
6	Photographs of the Subject Property (must be originals)				
7	Statement of Assumptions & Limiting Conditions				
8	Scope of the Appraisal				
9	Purpose of the Appraisal				
10	Summary of Appraisal Problems				

PART II FACTURAL DATA – BEFORE TAKING

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
11	Legal Description				
12	Area, City and Neighborhood Data				

APPRAISAL REVIEW AND CHECKLIST

PART II FACTURAL DATA – BEFORE TAKING

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
13	Property Data				
	a) Site				
	b) Improvements				
	c) Equipment				
	d) Use History				
	e) Sales History				
	f) Rental History				
	g) Assessed Value and Tax Load				
	h) Zoning and Other Land Use Regulations				

PART III DATA, ANALYSIS AND CONCLUSIONS – BEFORE TAKING

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
14	Analysis of Highest and Best Use				
15	Land Valuation				
16	Value Estimate by the Cost Approach				
17	Value Estimate by the Sales Comparison (Market) Approach				
18	Value Estimate by the Income Capitalization Approach				
19	Correlation and Final Value Estimate				

PART IV FACTUAL DATA – AFTER TAKING

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
20	Legal Description				
21	Neighborhood Factors				
22	Property Data				
	a) Site				
	b) Improvements				

APPRAISAL REVIEW AND CHECKLIST

PART IV FACTUAL DATA – AFTER TAKING

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
22	Property Data				
	c) Equipment				
	d) Use History				
	e) Sales History				
	f) Rental History				
	g) Assessed Value and Tax Load				
	h) Zoning and Other Land Use Regulations				

PART V DATA, ANALYSIS AND CONCLUSIONS – AFTER TAKING

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
	Introduction				
23	Analysis of Highest and Best use				
24	Land Valuation				
25	Value Estimate by the Cost Approach				
26	Value Estimate by the Sales Comparison (Market) Approach				
27	Value Estimate by the Income Capitalization Approach				
28	Correlation and Final Value Estimate				

PART VI ACQUISITION ANALYSIS

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
29	Recapitulation				
	a) Before Value				
	b) After Value				
	c) Difference (Before-After = Value of Taking)				
	d) Severance Damages				
	e) Special Benefits				

APPRAISAL REVIEW AND CHECKLIST

PART VI ACQUISITION ANALYSIS

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
30	Explanation of Severance Damages				
31	Explanation of Special Benefits				

PART VII EXHIBITS AND ADDENDA

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
32	Location Map				
33	Comparable Data Maps				
34	Detail of Comparative Data				
35	Photographs of Comps (must be originals)				
36	Plot Plan				
37	Floor Plan				
38	Title Evidence Report				
39	Other Pertinent Exhibits				
40	Qualifications of the Appraiser				

C-13 PROJECT APPRAISAL REPORT

ITEM #	DESCRIPTION	N/A	S	U	COMMENTS
41	Project Data Book – Part I				
42	Ind. Parcel Reports – Part II				

DIRECTED COMMENTS:

- 43 Has there been a substantial change in the base economy in the area since the effective date of the appraisal?
 Yes No (If yes, explain)

APPRAISAL REVIEW AND CHECKLIST

- 44 Is the Highest & Best Use Analysis complete and the conclusion(s) reasonable in light of the assignment's scope of work?
 Yes No (If no, explain)
- 45 Are the comparables used in the analysis truly comparable to the subject property, representative of the subject market, consistent in zoning/ use with the HBU conclusion and were they the best ones available as of the effective date of the appraisal?
 Yes No (If no, explain)
- 46 Is the specific data for the comparables accurate (time, location, design, use, construction, age , condition, size, concessions) in light of data provided?
 Yes No (If no, explain)
- 47 Are the individual adjustments to the comparables reasonable and supported in light of the data provided?
 Yes No (If no, explain)
- 48 Is the estimate of value reasonable as of the effective date of the appraisal based on the data provided?
 Yes No (If no, explain)

APPRAISAL REVIEW AND CHECKLIST

GENERAL COMMENTS:

These standards have been developed in recognition that government acquisition of private land can create difficult and complex valuation problems, the solutions to which must be developed with utmost care. Therefore, these standards are especially appropriate in those instances when proposed acquisition must be referred to the Department of Justice for condemnation. However, economic considerations and unique program requirements may require modification to these standards. It is recognized that not all government acquisitions result in complex valuation problems, thus not all appraisal reports will require the degree of information, support and documentation cited herein. (Source: UASFLA, Section B. Data Documentation and Reporting Standards)

It should be recognized that most appraisals do not perfectly address all of the sections found in Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Interagency Acquisition Conference, 1992. The reviewer has made a judgment as to the significance of the omitted or inconsistent items.

APPRAISAL REVIEW AND CHECKLIST

REVIEWER'S SUMMARY:

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

- ◆ The facts and data reported by the review appraiser and used in the review process are true and correct.
- ◆ The analyses, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ◆ I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- ◆ My compensation is not contingent on an action or event resulting from the analyses, opinions or conclusions in, or the use of, this review.
- ◆ My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- ◆ I DID DID NOT personally inspect the subject of the report under review.
- ◆ This report is a DESK REVIEW FIELD REIVEW
- ◆ No one provided significant assistance to the person signing this review report.

Recommendation:

- New Appraisal Recommended
 - Acceptable Subject to Revisions and Amplifications as Noted
 - Other _____
 - Reviewed and Approved
 - Reviewed and Approved as Amended in this Report
 - Reviewed and Recommended for Approval
 - Reviewed and Disapproved
- Field Review was Made: Yes No

DATE

Review Appraiser, Baltimore District Appraisal Branch, USACE

CONCUR AND APPROVE:

DATE

Chief Appraisal Branch, Real Estate Division, Baltimore District, USACE