



UNITED STATES DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
Appraisal and Valuation Services Office
Washington, DC 20240

Date: June 20, 2019

To: Darryl LaCounte, Director
Bureau of Indian Affairs

Cc: Jim James, Deputy Director, Bureau of Indian Affairs
AVSO Regional Supervisory Appraisers

From: John W. Ross, Director
Appraisal and Valuation Services Office

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ROSS
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Subject: Appraisal of Rights of Way in Indian Country

There have recently been a number of questions over appraisal methodology related to Rights of Way (ROW) in Indian Country. The issue has been further highlighted by the development and implementation of required appraisal methodology to conform to the definition of fair market value in 25 CFR 169, which addresses Rights of Way in Indian Country. While 25 CFR 169 was finalized in FY16, it has become increasingly clear that prior practices must be modified in order to obtain defensible fair market value appraisals of the property interest granted by a right of way easement.

There are two inter-related questions involved: First, definition of the correct interest in the property to be appraised, and second, non-Federal party engagement of the appraiser such that the non-Federal party pays for the appraisal, but AVSO is the client (or co-client, with a Tribe) for the appraisal. The former will be handled through a standardized statement of work, modified by an AVSO review appraiser to fit the subject property, while the latter is identified in the Letter of Engagement from AVSO to the appraiser. Copies of both a letter of engagement template and a sample statement of work are attached.

Appraisal of the correct real property interest under a standardized statement of work ensures that the fiduciary Trust responsibility of the Department is met in AVSO instructing and reviewing the appraisal report. In too many cases, inaccurate or missing statements of work have led to long delays in approval of the appraisal for use by the government or even rejection of the appraisal requiring a new appraisal.

Clarifying that AVSO is the client (or co-client) expedites the review process. If there are corrections that can bring the appraisal into compliance with standards and the assignment specific statement of work, as the client, AVSO can work directly with the appraiser on correcting identified deficiencies in the report to produce an appraisal report that is acceptable for use by the federal government (specifically BIA). If AVSO is not the client, the alternatives

are either for AVSO to go back through BIA to the Tribe or individual Indian to obtain approval to talk with the contract appraiser requesting that they make the edits and corrections OR simply reject the appraisal. Either of these options can delay in obtaining an approvable appraisal report.

For rights of way across and over Indian trust and restricted property, the appropriate definition of Market Value is drawn from 25 CFR 169:

Fair market value means the amount of compensation that a right-of-way would most probably command in an open and competitive market.

The appropriate process for handling these assignments is as follows:

- At the beginning of the process for a new ROW or a renewal, BIA should refer the Non-Federal party to AVSO for the following steps to occur:
 - AVSO will develop the Statement of Work under which the appraisal is to be completed.
 - Note: this will likely require a package of information from the Non-Federal party and/or BIA to ensure that the property interest being appraised is in fact the correct property interest identified in the ROW grant document, e.g., the right to transport across, the right to locate a facility such as a cell tower, the right to install and maintain an underground pipeline, etc.
 - AVSO will provide a list of assignment qualified appraisers to the non-Federal party.
 - If the non-Federal party has a specific appraiser that they want AVSO to consider for the assignment, the name and credentials of that appraiser should be submitted to AVSO for consideration and vetting.
 - The final decision on an appraiser for an assignment resides with AVSO per Departmental policy (602 DM 1).
 - While the non-federal party will arrange contract terms directly with the appraiser, AVSO will engage the selected appraiser with a Letter of Engagement for the assignment that makes clear:
 - AVSO is the client for the appraisal on behalf of the Department (or co-client, with a Tribal Nation where Tribal Lands are involved).
 - The appraisal is to be completed under the Statement of Work developed by AVSO specific to the property(ies). Note: on a related question, it is up to the appraiser to determine the most appropriate methodology or technique for valuation, but as a practical matter, the 25 CFR 169 definition will mean that renewal ROWs will likely be done using a comparable ROW methodology.
 - The Non-Federal party is responsible for payment to the selected appraiser.
- The valuation process will then proceed as it has previously, with the selected appraiser completing the assignment. A pre-work conference between the selected appraiser and

AVSO review appraiser must take place prior to work start. If consultation is required, the AVSO review appraiser is the appropriate party for the selected appraiser to work with to answer any questions.

- Upon completion of the appraisal and acceptance by AVSO, the non-Federal party will be notified that they can pay the appraiser; copies of the appraisal will be provided to BIA, which can then be shared with other intended users, e.g., the landowner, Tribe, non-Federal party, etc.

Expected benefits from this approach are as follows:

1. Significant improvement in the quality and acceptability of non-Federally funded appraisals with the use of consistent statement of work, in turn reducing the time involved in reviewing appraisals.
2. The authority to directly discuss identified deficiencies with the appraiser of record to make necessary changes and/or corrections to bring the appraisal into compliance with applicable appraisal standards will improve response time and improve quality.
3. Early AVSO involvement in the process will both allow for better use of the workforce relative to workload in gathering baseline information for SOW and establishing a business relationship with the client. This will improve overall response time.

Key changes:

- ✓ AVSO must be included at the start of the process, i.e., when non-Federal party first contacts BIA about new or renewal Rights of Way.
- ✓ The Statement of Work requirement is NOT new, but the letter of engagement to the selected appraiser, along with providing the non-Federal party policy, to the non-Federal party is new for AVSO and for non-Federal parties. These requirements do not affect BIA or Tribes.
- ✓ Naming AVSO as the client (or co-client, with a Tribe) is new, but should have little impact on BIA or non-Federal parties.

ATTACHMENTS

STATEMENT OF WORK Appraisal and Valuation Services Office

Allotment Number: Numerous - See attachment

OASIS Number: Numerous – See attachment

Appraiser Instructions

This statement of work details the Department of the Interior’s Appraisal and Valuation Services Office (AVSO’s) instructions for the appraisal assignment described below, located on land managed in trust by the [INSERT AGENCY HERE] on behalf of the United States of America. All questions, concerns, or discussions regarding the appraisal for the [INSERT CASE NAME HERE] shall be addressed directly to the assigned AVSO review appraiser for the assignment:

1. Prior to notice to proceed from AVSO, submit all questions in writing to the identified AVSO review appraiser.
2. Payment for these appraisal reports will be handled via non-federal party [NAME NON-FEDERAL PARTY HERE]. Submit your bid package for this appraisal assignment to the non-federal party responsible for payment for the services provided. The Appraisal and Valuation Services Office (AVSO) is the sole client [adjust language if a co-client with a Tribe] for purposes of this assignment and will engage the appraiser via letter of engagement once the cost of the appraisals has been agreed upon by the non-federal party and the appraiser.
3. [NAME NON-FEDERAL PARTY HERE] and the [NAME AGENCY HERE] will provide any supplemental information not included in the statement of work and requested by the appraiser through the assigned review appraiser. Further, the appraiser may contact the AVSO review appraiser for this appraisal assignment with additional requests for information after reviewing this statement of work.

This is a non-Federal party funded assignment. The non-Federal party ([NAME NON-FEDERAL PARTY HERE]) may select an appraiser from the AVSO list of qualified appraisers and will notify the BIA realty specialist and the AVSO review appraiser of the appraiser selected for the assignment. The non-Federal party may not select an appraiser that is not on the AVSO-developed list of assignment qualified appraisers. AVSO is the only party that can approve an appraiser for assignments conducted on behalf of the Secretary of the Interior (602 DM 1.7(C)(1)). The non-Federal party is solely responsible for payment of appraisal fees for the assignment. The AVSO review appraiser will not be involved in the negotiation of fees between the non-Federal party and the selected appraiser, nor will AVSO or the BIA realty specialist be responsible for ensuring payment of these fees. The due date of the appraisal (which may be in terms of the number of days or a specific date) is agreed upon between the non-Federal party and the appraiser as part of this step. The non-Federal party must advise AVSO and the BIA realty specialist of the negotiated due date for the appraisal.

SECTION 1 – Assignment Identification & General Information

Identification [ENTER ASSIGNMENT NAME HERE]

Location [ENTER AGENCY NAME AND LOCATION HERE]

Acreage Varies by allotment number. Please see appendix for acreages of each allotment that is a subject of this appraisal assignment.

Client U.S. Department of the Interior’s Appraisal and Valuation Services Office (AVSO)

Intended Users The appraisal report will be used by the Bureau of Indian Affairs (BIA) and AVSO on behalf of the United States of America.

Intended Use The appraisal report will be used to establish the fair market value of rights-of-way (ROW) across various allottee owned lands for a term of [ENTER TERM HERE] years beginning on [ENTER DATE HERE]. This assignment will also determine the fees associated with the trespass use of this ROW that began on [ENTER DATE HERE] through the reauthorization of this ROW on [ENTER DATE HERE]. This appraisal is not intended for any other use.

Property Location Maps

[INSERT OVERALL PROJECT MAPS HERE]

The ROW to be granted by the Bureau of Indian Affairs (BIA) is on allotted lands owned by individual Indian landowners and managed in trust by the United States of America as part of the [ENTER AGENCY NAME HERE]. The properties being crossed by the ROWs and described above consist of various acreages and while all are linear strips of land the configuration and locations of the ROWs on each of the subject properties vary. A table is included as an attachment to this SOW that identifies the acreage of the ROW on each of the subject parcels. The subject area is located in [ENTER COUNTY NAME] County, [ENTER STATE AND MARKET AREA INFORMATION].

Appraisal Assignment Description:

The appraisal report will be used to establish the fair market value for a right-of-way (ROW) permit on the subject property for a term of [ENTER TERM HERE] years. The fair market value shall be expressed in terms that are typical for the market area in which the property is located and may be a fixed amount, percentage, or a combination (25 CFR 169.112(a)).

[DESCRIBE SITUATION HERE – NEW ROW, RENEWAL, TRESPASS, ETC.].

[EXAMPLE]Although there is an existing underground oil pipeline, the ROW has expired. This ROW valuation assignment is to determine the amount due as a result of the trespass and the fair market value for the ROW from the resolution of the trespass forward. [DESCRIBE OVERALL ROW HERE]

[EXAMPLE]The western point of the ROW is approximately the west line of Toledo Street and the east point is the northeastern point of Original Lot 1 (which is the same point as the northwestern point of Original Lot 12) as shown on the BIA segment map (on the next page). The “call” (or distances) in the legal description total 1,333 feet from the west point to the east point and total 1,343 feet from east to west, or an average length of 1,348 feet. The calculated average width, based on the 10,091 square feet cited in the legal description, is 7.5 feet. Again, no permit was issued for the original construction of the underground cable. This permanent ROW permit is intended for the installation of a shielded coax cable and for the continued operation and maintenance of the underground cable. The 10,091 square feet are located within the _____ Agency and cross many individual allotments.

This ROW is a non-possessory interest in land, and title does not pass to the grantee (25 CFR 169.10). It is also a non-exclusive grant to use or occupy the ROW; the grantee [IDENTIFY GRANTEE HERE] [may/may not] allow another party to use the ROW or co-locate equipment within the ROW; the BIA may require any additional users to apply for and be issued their own ROW for the requested use. The ROW allows the right to operate and maintain an underground oil pipeline, described in more detail as follows:

[ENTER LANGUAGE FROM ROW APPLICATION HERE] [SEE 25 CFR 169.125 FOR CONDITIONS AND RESTRICTIONS OF ROW GRANTS ACROSS INDIAN LANDS. THESE CONDITIONS AND RESTRICTIONS MUST BE COMPARED TO THE SPECIFIC LANGUAGE INCLUDED IN THE ROW GRANT DOCUMENT AND SHOULD BE INCLUDED IN THE SOW]

As stated in the ROW document dated [ENTER DATE HERE], the effective term of the ROW is [ENTER TERM] years, but at any time during the term, BIA may, in its sole discretion and without incurring any liability whatsoever, terminate all or any part of the permitted ROW. BIA will provide the permittee 30 days advance written notice of the termination.

The property to be appraised is further illustrated in maps and exhibits included in, or with, this statement of work.

Provided Subject Property Exhibits

The following Subject Property Exhibits are provided as attachments to the solicitation:

[ENTER EXHIBITS HERE]

1. BIA ROW Segment Map
2. BIA ROW Application
3. Legal Description for each allotment and corresponding legal description of the ROW
4. ROW Permit Document
5. TSR for each allotment
6. Other information pertinent to the ROW

SECTION 2 – Appraisal Requirements & Instructions

Appraisal Standards

The appraisal report must conform to the Uniform Standards of Professional Appraisal Practice (USPAP.) If the appraiser is a member of a professional appraisal organization, the appraisal requirements of the organization(s) of which the appraiser is a member would also apply.

The appraisal must be addressed to the appraiser's client, the U.S. DOI's Appraisal and Valuation Services Office, c/o [ENTER REVIEW APPRAISER NAME], AVSO Review Appraiser, as detailed on the Appraisal Assignment Contacts list included with this statement of work.

This is a proposed grant of a ROW across property held in trust by the United States; consequently, the appraisal does not need to conform to the UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions).

Documentation of all comparable ROWs and other comparable market data utilized in the appraisal should be reported in detail. All comparable market data should be verified by the appraiser with a party with specific knowledge of the transaction such as buyer, seller, broker, ROW agent, landman, etc. A detailed summary of each comparable ROW should include comments about the verification, details about the property, and the terms. Interviews with market participants in the local area can also assist in clarifying market forces affecting the competitive market for the subject.

Terms (25 CFR 169.2)

Fair market value means the amount of compensation that a right-of-way would most probably command in an open and competitive market.

Compensation means something bargained for that is fair and reasonable under the circumstances of the agreement.

Compensation may also include additional fees, including but not limited to throughput fees, severance damages, franchise fees, avoidance values, bonuses, or other factors. Compensation may be based on a fixed amount, a percentage of the projected income, or some other method (25 CFR 169.112(a)).

Right-of-way means an easement or a legal right to go over or across tribal land, individually owned Indian land, or BIA land for a specific purpose, including but not limited to building and operating a line or road. This term may also refer to the land subject to the grant of right-of-way; however, in all cases, title to the land remains vested in the landowner. This term does not include service lines.

Date of Value

[MODIFY TO FIT ASSIGNMENT]. [EXAMPLE] This assignment requires two determinations: value of the ROW from the start of the trespass to the effective date of the proposed renewal and value of the ROW from the date of proposed renewal through the term of the ROW grant. The trespass began on [ENTER DATE HERE]. The date the trespass was resolved, and the new ROW became effect is [ENTER DATE HERE]. The term of the ROW grant is for [ENTER YEARS HERE]. The date of the last property inspection should be no more than 30 calendar days prior to the submission of the (initial) appraisal report, unless the AVSO review appraiser approves other conditions, in writing and in advance.

Extraordinary Assumptions (EAs)

None. If the appraiser determines that extraordinary assumptions are necessary for the completion of the assignment, he/she must contact the assigned review appraiser for prior written approval.

Hypothetical Conditions (HCs)

None. If the appraiser determines that hypothetical conditions are necessary for the completion of the assignment, he/she must contact the review appraiser for prior written approval.

Jurisdictional Exceptions (JEs)

None.

Placement in Report

If any assignment conditions including hypothetical conditions or extraordinary assumptions are authorized by the review appraiser, the appraiser must clearly identify where the final value conclusion is stated, and in the transmittal letter and the section titled Summary of Salient Facts. These must also be communicated in the General Assumptions and Limiting Conditions section of the appraisal.

Property Inspections

The appraiser must inspect all allotments identified in this statement of work and all of the properties used in direct comparison. While every effort must be made to inspect all the comparables, AVSO will not unreasonably require the appraiser to inspect all comparables if it is infeasible because of a comparable's very remote location or in situations where the health and safety of the appraiser might be compromised.

Waiver of inspection requirements must be discussed with the review appraiser and permission to exclude an inspection must be provided in writing.

Permission to enter upon and appraise the property has not been granted at this time. The appraiser should work with the review appraiser and BIA realty staff to arrange inspection of the allotment where the proposed ROW is located. It is necessary to notify the AVSO review appraiser in advance of the scheduled property inspection.

Pre-Work Meeting

The appraiser is required to participate in a pre-work conference call with the review appraiser within five (5) days after being notified to proceed with the assignment. The review appraiser will coordinate the date and time of the call once an appraiser has been selected.

Controversies/Issues

[IDENTIFY ANY ISSUES HERE].[EXAMPLE] The existing pipeline ROW has expired and there are ongoing negotiations between [name of the] Agency, allotment owners, and the pipeline company. The Tribe has already settled with the pipeline company and there is potential litigation surrounding any appraisals completed for this assignment.

Should the appraiser identify other controversies or issues during the course of assignment, he/she must immediately notify the review appraiser identified in Section 3 of this statement of work.

Legal Instructions

No specific legal instructions are included.

Special Appraisal Instructions

1. The non-Federal party [NAME NON-FEDERAL PARTY HERE] may provide proprietary market data on comparable ROW similar to the subject ROWs. The appraiser is required to conduct an extensive search for, and analysis of, comparable ROWs as part of this appraisal assignment and if unable to locate comparable ROW transactions, the appraiser must describe the efforts made to discover this market data and the areas searched.
2. Appropriate valuation methodology(ies) for this property type must be used; pre-work discussions with AVSO on that topic are required. Methodologies and appraisal concepts typically associated with this assignment type (grants of ROWs) follow:

ROW Comparables: The preferred methodology for determining the fair market value of the subject ROWs is by comparing them to other ROW transactions for similar uses. This approach is consistent with the definitions of fair market value and compensation in the Regulations. Comparable market transactions will include the various aspects of compensation as described in 25 CFR 169.112 to include additional fees, including but not limited to throughput fees, severance damages, franchise fees, avoidance value, bonuses, or other factors. Compensation may be on a fixed amount, a percentage of the projected income, or some other method. The amount, percentage, or combination will be calculated and the frequency at which the payments will be made. The appraisal should investigate and report the market for ROWs in the local area without limitations to fair market value by the value of the surface estate of the underlying fee property.

Market Rent Comparables: Actual market rent data on ROWs similar to the subject, or market rental data on short term land leases or easements may be applicable to this assignment. It will be critical that market data selected are comparable. Any rent comparables from easements, ROWs, or land leases must be similar to the subject in location, type of use, demand influences, “conditions” of rent, and the rights allowed in the ROW (or lease or easement) agreement. If this approach is used, the income stream from the ROW must be capitalized into a present value of the ROW interest.

Before & After Methodology: Since the property interest of this assignment is for the granting of a ROW rather than an acquisition of a ROW, the “Before & After” methodology is not considered appropriate. The “Before & After” approach measures the damages to the remainder by the acquisition of the ROW and does not measure the market value of the ROW itself. For that reason, the appraiser should not use the “Before & After” approach for this assignment.

“Across the Fence” (ATF) Methodology: The ATF methodology is not appropriate for this type of assignment because like the “Before & After” approach, it measures the value of the land adjacent to the allotment crossed by the ROW. The ROW value and the land value are not interrelated. In many instances, the value of the ROW is much greater than the value of the land where the ROW is located. The appraisal problem to be solved is the value of the ROW, not the value of the land where it is located.

While the appraiser must make an independent judgment of the appropriate methodology(ies) for valuation, communication between the appraiser and the reviewer concurrent with the appraiser's analysis is essential; this must occur in advance of submission of the appraisal report. The appraiser's analysis must also be reported in the appraisal.

3. Although the grantee [ENTER GRANTEE NAME HERE] will pay for the assignment, [ENTER GRANTEE NAME HERE] is *not* the client for this assignment. The appraiser may not communicate assignment results to any party except AVSO unless authorized to do so in writing by AVSO regardless of the party paying for the assignment. (See USPAP FAQ 117)
4. Even though communication is encouraged with the property owner / BIA agency representative(s) or the grantee [ENTER GRANTEE NAME HERE], only the review appraiser can modify appraisal instructions, and any modification must be in writing.
5. Any communications (verbal or written) by the appraiser with the BIA realty contact or the grantee [ENTER GRANTEE NAME HERE] shall include notification to the review appraiser along with an email description of said contact.
6. Although subject property information is provided to the appraiser in this statement of work, the appraiser must perform his/her own independent research and investigation which comports with appropriate due diligence for an appraisal assignment and must promptly notify the review appraiser in writing of any information which differs materially from that described in this statement of work.
7. The appraiser and the AVSO review appraiser should agree on a single representative allotment to complete as an example to demonstrate the appraiser's methodology in concluding a fair market value for the ROW interest. The appraiser must complete this appraisal in total and submit it to the AVSO review appraiser for review. Any issues or concerns with the appraisal by the review appraiser must be rectified prior to the appraiser being given the go ahead to complete the appraisals on the other allotments that are the subject of this assignment. Once the initial appraisal is approved, the appraiser will be given approval to complete appraisals on all remaining allotments. Each appraisal will be reviewed as they are submitted and any additional issues or concerns must be resolved before the appraisals can be approved for Agency use.
8. In this assignment it is logical to include the appraisal of more than one parcel in a single appraisal report. Such project appraisal reports (or multiple-parcel appraisal reports) are not appraisal shortcuts; they are clerical shortcuts. A separate opinion of market value must still be *developed* for each acquisition; but the results of each valuation can be *reported* in a more efficient form. In general, a project appraisal report consists of three major parts: **Part I** contains an introduction, factual data, and analysis relating to all property interests included in the report; **Part II** includes the individual parcel reports; and **Part III** provides addenda and exhibits relating to all properties included in the report. If this reporting option is desired by the appraiser, they should coordinate content and organization with the AVSO review appraiser.

General Appraisal Requirements & Instructions

1. The appraiser must hold a valid license as a Certified General Appraiser for the jurisdiction in which the subject property is located. (Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as "temporary" under the jurisdiction's licensing and certification statutes.)

2. This statement of work including all attachments, assignment instructions, and the engagement letter, must be included within the addenda to the appraisal report.
3. Comparable data sheets must be provided for all the data that is relied upon in the derivation of the value opinion requested in this statement of work and all comparable market transactions must be verified with a buyer, seller, broker, or other party knowledgeable about the transaction.
4. Color photographs and maps of comparable properties shall be included in the appraisal report. AVSO will accept aerial photographs for comparable properties, unless the aerial photographs do not accurately represent the property as of the date of inspection. The appraiser should photograph any unusual property features from the ground.
5. An adjustment grid(s) directly correlated to the narrative analysis must be provided in the appraisal report. If qualitative adjustments are used, the appraiser's logic and reasons for the adjustment must be explained in detail. Unsupported quantitative adjustments are not acceptable.
6. The appraisal report will be reviewed for compliance with the terms of this statement of work (including all cited standards) and USPAP. Any findings of inadequacy will require clarification and/or correction.
7. The appraiser shall consider the appraisal report and all DOI internal documents furnished to the appraiser to be confidential. Refer all requests for information concerning the appraisal to the review appraiser.
8. AVSO will not normally accept custody of confidential information. Should the appraiser find it necessary to rely on confidential information, he/she will contact the review appraiser for instructions. The review appraiser will view the information and provide further instruction to the appraiser regarding handling and storage of the confidential information.
9. While the public is not an intended user of the appraisal report, the Freedom of Information Act (FOIA) and Agency policy may result in the release of all or part of the appraisal report to others.
10. If including any proprietary information in the appraisal, the appraiser must gain concurrence from the review appraiser and deliver the proprietary information in a separate binder. Submission of a separate document containing proprietary information does not guarantee that it can be withheld from public release.
11. When the appraiser has performed any services regarding the subject property within the three prior years, he/she must disclose this in the bid proposal.
12. The appraisal is not required to comply with UASFLA, however it does need to comply with all applicable portions of USPAP including Standard 2 reporting requirements for an Appraisal Report. Restricted Appraisal Reports are not authorized. As mentioned earlier, a project appraisal format may be appropriate, but should be coordinated with the AVSO review appraiser.

SECTION 3 – Performance & Submission Requirements

As noted earlier, this is a non-Federal party funded assignment. The non-Federal party [ENTER NON-FEDERAL PARTY NAME HERE] will select an appraiser from the AVSO-prepared list of appraisers. Appraiser fees for the assignment are the responsibility of the non-Federal party. The AVSO review appraiser will not be involved in the negotiation of fees between the non-Federal party and the selected appraiser; nor will AVSO or the BIA representatives be responsible for ensuring payment of these fees.

assignment are between the real estate appraiser and [ENTER NON-FEDERAL PARTY HERE] with payment issued directly through and by [ENTER NON-FEDERAL PARTY HERE] after notification of review and approval/acceptance of the appraisal report by AVSO.

Once the non-Federal party selects an appraiser, the AVSO review appraiser and the BIA realty contact must be notified of the selection by the non-Federal party [ENTER NON-FEDERAL PARTY NAME HERE]. The AVSO review appraiser will then engage the appraiser via a letter of engagement. A letter of agreement to pay the amount of the successful proposal will be signed by an authorized representative of [ENTER NON-FEDERAL PARTY NAME HERE] (with that letter included in the appraisal and provided to the review appraiser for the work file) prior to the letter of engagement/notice to proceed being delivered by AVSO to the appraiser.

The appraiser must address any questions regarding this solicitation, the appraisal instructions, and/or technical requirements for the appraisal to the AVSO review appraiser. A subsequent section identifies the review appraiser and her contact information.

Performance:

The Target Period of Performance for the delivery of the initial appraisal report to the AVSO review appraiser will be negotiated between [ENTER NON-FEDERAL PARTY NAME HERE] and the appraiser. The appraiser must provide the appraisal services within the performance period specified, or if unforeseen circumstances arise, notify [ENTER NON-FEDERAL PARTY NAME HERE] and the assigned AVSO review appraiser immediately with a new proposed date for completion of the assignment.

The submitted appraisal report in electronic format for the agreed upon representative sample subject property will be reviewed for compliance with the terms of this statement of work and USPAP. Findings of inadequacy, if any, will require clarification and/or correction. Any corrections requested must be completed and returned to the review appraiser in a timely manner.

Once the report is reviewed and approved by AVSO, the appraiser will submit [ENTER NUMBER] signed, final, printed reports and one electronic copy to the AVSO review appraiser. The appraiser will be required to provide a letter or email confirmation that the final, printed appraisals match the electronic copy which was previously reviewed and accepted.

Payment:

Upon receipt of written approval/acceptance of the appraisal reports by AVSO, the appraiser must send an original invoice to the non-Federal party representative. As stated previously, payment is the sole responsibility of the non-Federal party, [ENTER NON-FEDERAL PARTY NAME HERE].

Deliverable/Task Schedule

REQUIRED DELIVERABLES	DELIVERY DATE
Pre-Work Meeting	Via conference call within 5 days of engagement
Subject Property Inspection	30 days or less, prior to initial report delivery
Initial Appraisal Report	To be determined
Review Period & Comments Provided to Contract Appraiser	To be determined

Agency – **[INSERT AGENCY]**
Allotment # **See Attachment**

[INSERT NAME] ROW Project

OASIS # **See attachment**
[Month, Day, 20##]

Response Period by Contract Appraiser	To be determined
Final Printed Appraisal Reports	To be determined

APPRAISAL ASSIGNMENT CONTACTS:

Any questions regarding appraisal instructions and/or technical requirements for this assignment should be addressed to the AVSO review appraiser. The contacts for this assignment are as follows:

AVSO Review Appraiser:

Non-Federal Party's Contact:

Non-Federal Party Payor:

BIA Realty Specialist:

Agency Representative:

APPENDIX

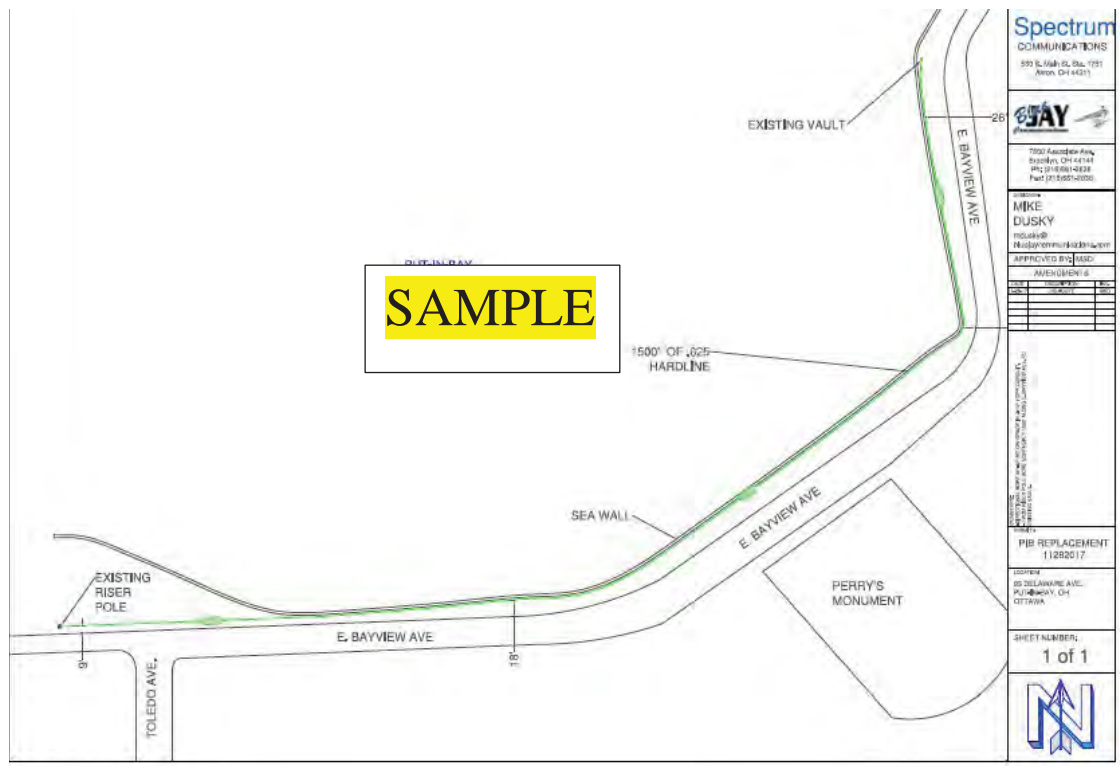
[INCLUDE INFORMATION FOR EACH ALLOTMENT SUCH AS MAPS, LEGAL DESCRIPTIONS OF THE ALLOTMENT AND ROW, PROPERTY DESCRIPTIONS, TITLE INFORMATION, COPIES OF THE SPECIFIC ROW DOCUMENTS, ETC.]

Property Description

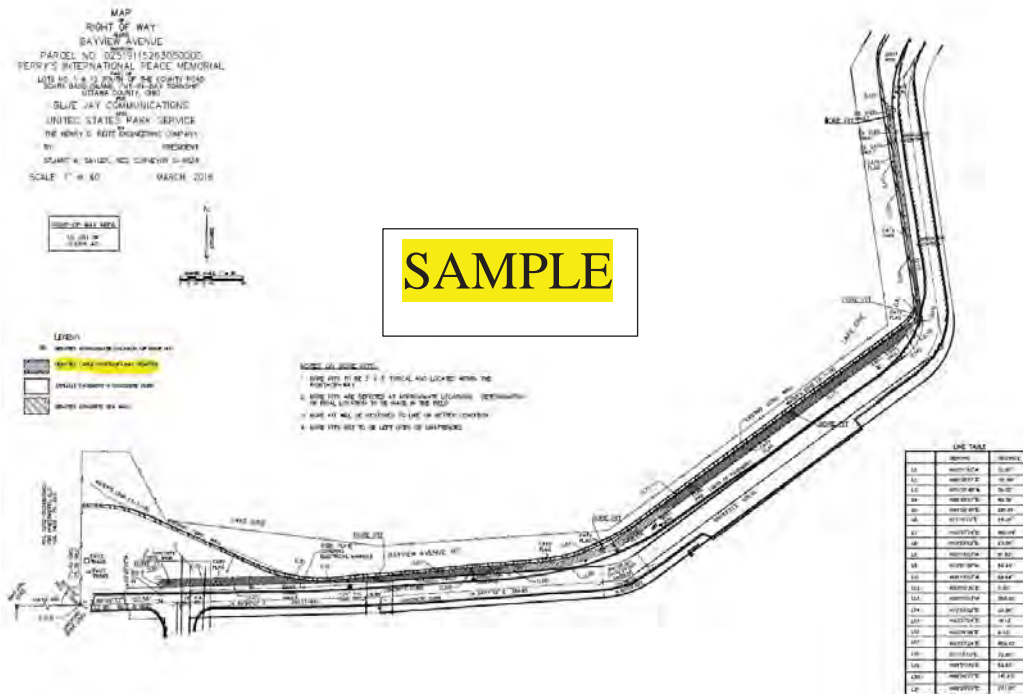
The subjects are summarized below.

Property I.D.	Land Area	Access	Primary Characteristics
{Name of the} Pipeline ROW Allotment # OASIS # Part of tax parcel number 025-19115-26305-000 et al _____ County, [State] _____ County, [ST] (See map that follows)	A total of #.## acres (##,###) square feet in the right of way (ROW)	[DESCRIBE ACCESS HERE]	[DESCRIBE INDIVIDUAL ROWS HERE] A total of 0.23-acre in a linear right-of-way (ROW) area. It is approximately a 7.5' x 1,338' underground ROW including a minimum of six (underground) 3' x 3' bore pits and 2' x 2' potholes at any existing utilities crossings. These bore pits and potholes will be located within the ROW per the Monument Cable Easement exhibit (received 4-30-18). The ROW extends 1,338 feet, parallel to Bayview Avenue, lying between Bayview Avenue and the Lake Erie seawall on the northern side of the park. The ROW is for an underground communications cable. The ROW is in Put In Bay Township on South Bass Island in Lake Erie, Ottawa

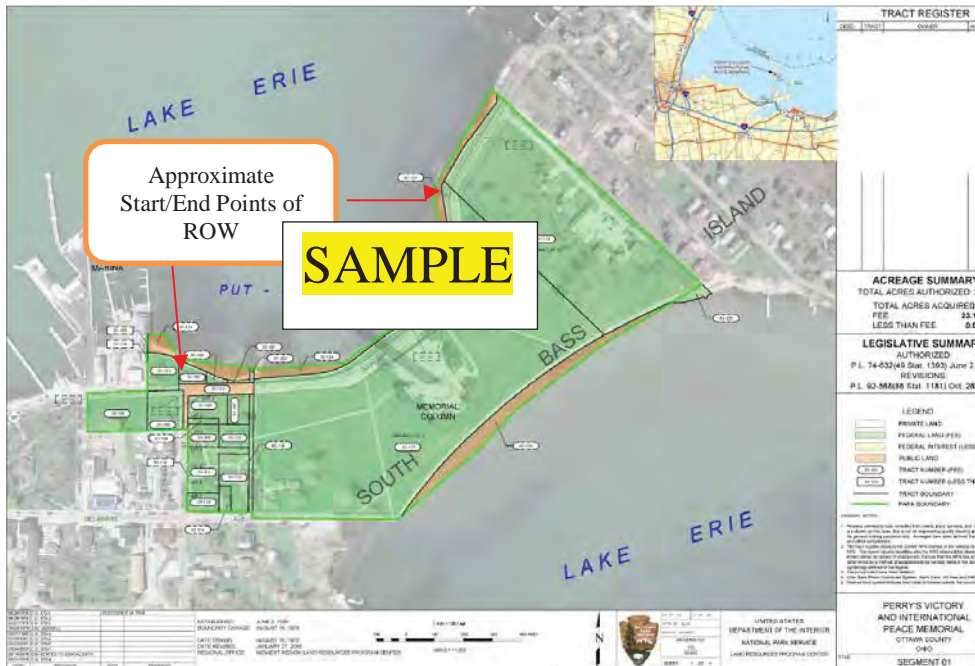
[REPEAT ENTRY OF DESCRIPTION AND INSERT MAPS AS MANY TIMES IS NECESSARY TO INCLUDE ALL SUBJECT PARCEL]



This Assignment Includes a Total of (approximately) [ENTER LINEAR FEET HERE] Linear Feet of ROW to be Located Within the [ENTER ALLOTMENT NUMBER] on the [ENTER AGENCY HERE]



ROW Segment Map



*(Annotation added by review appraiser)

Legal Description

[ENTER LEGAL DESCRIPTION HERE FOR ROW AND ALLOTMENT] The map for this assignment is shown in a previous exhibit and the legal description is shown below. The total area of the subject ROW is 0.23-acre. The dimensions of the right-of-way are approximately 7.5' x 1,338' = 10,091 SF (square feet). *The legal description for the ROW to be appraised under this statement of work is assumed to include a total of 1,338 linear feet with a width varying from 10' to 5.5' lying within the Perry's Victory & International Memorial park boundaries.*

March 13th, 2018

Description of Cable Easement

Situated in the Township of Put-in-Bay, County of Ottawa and State of Ohio, and known as being part of Original Lots Nos. 1 and 12, East Point, on the Island of South Bass, and bounded and described as follows:

Beginning on the centerline of Bayview Avenue, 40 feet wide, at the Easterly line of a parcel of land conveyed to CBS Investments LLC, by deed recorded in Volume 1426, Page 223 of Ottawa County Official Records;

Thence N. 86d 39' 32" E., along the centerline of Bayview Avenue, a distance of 103.56 feet;

Thence N. 03d 20' 28" W., a distance of 20.00 feet to the Northerly line of Bayview Avenue, 40 feet wide and the principal place of beginning;

Thence N. 01d 31' 53" W., a distance of 10.00 feet;

Thence N. 88d 28' 07" E., a distance of 151.86 feet;

Thence S. 79d 28' 48" E., a distance of 10.00 feet;

Thence N. 88d 28' 07" E., a distance of 10.00 feet;

Thence N. 84d 59' 40" E., a distance of 281.81 feet;

Thence N. 71d 15' 13" E., a distance of 64.04 feet;

Thence N. 53d 37' 24" E., a distance of 482.54 feet;

Thence N. 13d 53' 02" E., a distance of 20.86 feet;

Thence N. 08d 15' 53" W., a distance of 81.92 feet;

Thence N. 10d 01' 26" W., a distance of 84.44 feet;

Page 1 of 2

Thence N. 08d 15' 53" W., a distance of 88.64 feet;
Thence N. 87d 50' 36" E., a distance of 5.50 feet to the Westerly line of Bayview Avenue;
Thence S. 08d 15' 53" E., along the Westerly line of Bayview Avenue, a distance of 258.50 feet;
Thence S. 13d 53' 02" W., a distance of 20.86 feet;
Thence S. 53d 37' 24" W., a distance of 18.13 feet;
Thence S. 20d 01' 06" W., a distance of 9.03 feet;
Thence S. 53d 37' 24" W., a distance of 452.42 feet;
Thence S. 71d 15' 13" W., a distance of 72.85 feet;
Thence S. 84d 59' 40" W., a distance of 509.62 feet to the Westerly line of Bayview Avenue;
Thence S. 86d 06' 07" W., a distance of 141.65 feet to an angle point that is 100 feet from the Westerly line of Bayview Avenue, a distance of 141.65 feet to the principal place of beginning, and containing 10,091 square feet of land, be the same more or less, but subject to all legal highways and easements of record.



All bearings are based on an assumed meridian and are used to denote angles only.

Description Prepared on _____ by
The Henry G. Reitz Engineering Company

By:

Stuart W. Saylor, President
Registered Surveyor No. S-8028

Cable Easement
Page 2 of 2

Property Interest

[ENTER PROPERTY INTEREST TO BE APPRAISED HERE] The proposed ROW allows non-exclusive permitted use for the purpose of [ENTER PURPOSE AND TYPE OF ROW HERE] on the identified allotment within the boundaries of the [ENTER AGENCY HERE]. The right-of-way shall be for a period of [TERM] years.

Outstanding Rights

[ENTER ANY OUTSTANDING RIGHTS FROM TSR] There are no known outstanding rights. The owner of the underlying land is the [ENTER LANDOWNER NAME] and the land is held in trust by the BIA. The appraiser is to provide an opinion of the fair market value for the ROW described in this statement of work and as defined in 25 CFR 169.2.

Reservations

The current property owner is reserving the following rights:

None

Personal Property

None

Property Access

Physical & Legal [ENTER ADDRESS HERE]

Ownership/Occupant

[ENTER ALLOTEES NAME HERE]

Tenancies

A ROW permit on federal land.

ROW Grantee

The ROW grantee is [ENTER NAME OF ROW APPLICANT] is the contractor and Time Warner/Charter's authorized agent.

The Appraisal Assignment Contacts (in Section 3 of this statement of work) provide the owner or their representative's contact information for the appraiser.



UNITED STATES DEPARTMENT OF THE INTERIOR

OFFICE OF THE SECRETARY

Appraisal and Valuation Services Office

[City, ST]

Valuation Services Letter of Engagement

Date:

Dear [Enter Appraiser or Mineral Analyst Name Here]

This letter engages you to complete the specified valuation services described in the attached Statement of Work for the subject property identified as [enter IVIS/OASIS Number] [Enter Assignment Name] located at [Enter Location Here]. The current owner of the subject property interest is identified as: [Enter current ownership information]. This property is currently being used as [Enter Current Use].

[IF THE ASSIGNMENT IS AN APPRAISAL, THE FOLLOWING SECTION MUST BE INCLUDED]

This appraisal must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) [and/or] the 6th Edition of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).

The intended use of this valuation service is to [ENTER INTENDED USE HERE SUCH AS: determine the market value of the subject property as defined in the UASFLA 6th Edition as:

“... the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.” (UASFLA Section 1.2.4, Pg. 10)]

[IF A DIFFERENT DEFINITION OF MARKET VALUE IS REQUIRED FOR THE ASSIGNMENT, SUBSTITUTE THE APPLICABLE DEFINITION FOR THE UASFLA DEFINITION]

Unless otherwise instructed, the date of value for this assignment is the date of the last property inspection and must be no later than 30 calendar days prior to the submission of the completed valuation report. The Appraisal and Valuation Services Office (AVSO) reviewer may approve, in advance, other conditions in writing related to the date of value.

The sole client for this assignment is the AVSO and this is a condition of the assignment. [If co-client is required by law or regulation, adjust as appropriate]

The intended users of the valuation report are the AVSO, [Enter Acquiring Agency] and [Enter non-Federal party or their representative as appropriate]. Please note that the described valuation services will have payment issued directly by [Enter non-Federal Party Name] after review of the valuation report by

[AVSO Office Address, ZIP code]

AVSO. Terms and conditions of payment for the assignment are those agreed upon, in writing, between the non-Federal party and the appraiser or mineral professional prior to commencement of the assignment. Please see Payment section below which identifies the party responsible for payment.

Your Point of Contact to coordinate access to the property is:

Contact: [Enter Name]
[Enter Title]
Address: [Enter Address]
[Enter City, ST, ZIP]
Phone: [Enter Phone #]
Email: [Enter email]

Only the assigned AVSO reviewer can modify assignment instructions and this must be done in writing.

The target date of delivery of the initial valuation report to the AVSO reviewer will be negotiated between the non-Federal party the appraiser or mineral professional. The [Enter Agency Name] and AVSO must be notified of the negotiated delivery date once there is agreement.

Once the report is reviewed by AVSO, you will be required to submit one final report and [##] copies to the AVSO reviewer, [Enter Name] as specified in the Statement of Work.

Payment

Upon completion of the review by AVSO, an original invoice is to be sent to the non-Federal party representative. **Payment is the sole responsibility of the non-Federal party identified below.** Neither the U.S. Department of the Interior, Appraisal and Valuation Services Office, nor the [Enter Agency Name] is responsible for payment for this valuation assignment. The non-Federal party is responsible for payment regardless of the outcome of the AVSO review or any value concluded in the valuation report.

Contact for [non-Federal Party]

Contact: [Enter Name]
Address: [Enter Address]
Phone: [Enter Phone #]
Email: [Enter email]

If you have any questions about this assignment, please contact me at the number below.

Sincerely,

[Enter AVSO Reviewer]
Appraisal and Valuation Services Office
[Enter Address]
Phone: [Enter phone #'(s)]
Email: [Enter email]

Cc: [Realty Specialist], [Non-Federal Party Contact]

Encl.

SAMPLE