



APPRAISAL MANUAL

**Department of Right of Way
Columbia, South Carolina**

June, 2025

SCDOT APPRAISAL MANUAL

REVISIONS

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INTRODUCTION

The purpose of this manual is to provide guidelines for both staff and fee appraisers in the preparation of appraisal reports utilized by the South Carolina Department of Transportation (SCDOT) in the acquisition of rights of way for highway construction. These guidelines have been prescribed in order to promote a degree of uniformity in the appraisal process and to outline the basic requirements for standardized reporting. This manual is not intended to address all aspects related to the appraisal process, but to introduce appraisers to the formats used by the SCDOT for reporting an opinion of market value and to address some of the common issues encountered in appraising eminent domain acquisitions.

None of the material contained herein is intended to influence the independent judgment of the appraiser. The appraiser should contact the SCDOT Assistant Director of Rights of Way for Appraisals immediately if he or she feels undue pressure or inappropriate influence from anyone to arrive at a predetermined opinion of value.

All policies, procedures, and methods that govern the operation of the Appraisal Section along with the duties of the appraiser and review appraiser will be covered in this manual. The appraisal staff and all fee appraisers under contract with SCDOT are charged with the responsibility of understanding and complying with the instructions contained in this manual. Strict adherence to these instructions is required.

In addition to the Appraisal Manual, the Appraisal Section offers the complete cooperation of all personnel in an effort to attain the goals and high standards required by SCDOT in preparing a fair and well-supported estimate of market value.

For the purposes of this manual, the pronouns he, his, she, him, and her are intended to convey a neutral gender neither masculine nor feminine. They are used to refer to any person whose sex is not specified (e.g. the Rights of Way Employee, the Right of Way Agent, the Project Manager, the Staff Appraiser, the Review Appraiser, the Fee Appraiser, etc.) In all areas where these neuter gender pronouns appear, the reader may substitute the masculine and feminine pronouns of him/her or his/her, if preferred.

From time to time it will be necessary to make changes to the manual. As revisions occur, new pages will be formed to replace those that have become obsolete. When revisions are received, please study the new material and initiate procedural changes as directed. Our success depends upon the quality of and compliance with this manual therefore; suggestions, comments, and recommendations are always welcomed from appraisers and other users. Any feedback should be in writing and addressed to the Director Rights of Way and/or his designee(s).

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

SECTION I: OPERATING POLICIES

A. Authority and Purpose

The Constitution of the State of South Carolina provides that private property shall not be acquired for public use without payment of just compensation (S.C. Constitution, Article I, Section 13). The Eminent Domain Procedures Act (S.C. Code Ann. Section 28-2-10, et. seq., - Supplement, 1996) provides that prior to initiating a condemnation action, the condemnor shall cause the property to be appraised to determine just compensation for its taking. The Eminent Domain Procedures Act also provides that in determining just compensation, only the value of the property to be acquired, any diminution in value of the landowner's remaining property, and any benefits to be derived from the proposed project (including the value of any property or rights relinquished or reverting to the landowner as a result thereof) may be considered. See S.C. Code Ann. Section 28-2-370 - Supplement 1996.

Appraisal reports are necessary to assist the State in determining just compensation and are used to support SCDOT in negotiations with property owners, as well as to request reimbursement of right of way costs from the Federal Highway Administration (FHWA). SCDOT, as well as others receiving federal financial assistance for public programs and projects that require the acquisition of real property, must comply with the policies and provisions set forth in the Uniform Act, the regulations, and this manual. It is imperative that SCDOT employ only appraisers with the highest degree of competence and integrity. The appraiser should never act as an advocate for either SCDOT or the property owner. SCDOT may, at times, ask for clarifications, corrections, or additional support for estimates of value. These requests must not be construed as influence toward a predetermined value. Estimates must be supported by market evidence, and analyses of data must be based on sound appraisal principles and theory.

B. Organization

The SCDOT Appraisal Section is a part of the SCDOT Rights of Way office under direction of the Director of Right of Way with administrative functions carried out by the Assistant Director of Right of Way for Acquisition and/or his designee(s). The Assistant Director of Right of Way for Appraisals are responsible for the implementation of the appraisal process within the Right of Way Appraisal Section with support provided by staff appraisers.

The Assistant Director of Right of Way for Appraisals and/or designee will prepare scopes of work and make appraisal assignments to staff appraisers and fee appraisers, which include both the preparation and review of waiver valuations, appraisal reports and appraisal reviews. All appraisals used by SCDOT for the purposes of acquisition and disposition of real estate must be prepared by an appraiser approved by SCDOT.

C. Scope of Work and Types of Appraisals

The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and SCDOT as to the specific requirements of the appraisal, resulting in a report to be submitted to SCDOT by the staff or fee appraiser. The Scope of Work includes, but is not limited to, type of appraisal; property right(s) being appraised; date of appraisal valuation and date of report; location and zoning; highest

and best use and present use; identification of the intended use and user; definition of appraisal as defined by the Uniform Act 49 CFR 24.2 (a) (3); proper notification of the landowner requirements for property inspection; 5-year sales history of the property; statement of assumptions and limiting conditions; and appraiser certification. The SCDOT Appraisal Manual provides guidance on the Scope of Work. The scope of work can change by SCDOT at any time during the appraisal process.

Two types of appraisals, Nominal and Standard, will be used when appraising real property. The terms Nominal and Standard described in this manual are used to identify SCDOT appraisal formats used to prepare appraisal reports as described by Standard 2-2B under the Uniform Standards of Appraisal Practice. The Standard Appraisal will be used for all appraisals where a before and after value are required. There are three classifications of the Standard Appraisal Report based on the scope of work. The three classifications are as follows:

- **Simple Standard** – Before and after values of the entire property including building improvements with no damages or benefits accruing to the property.
- **Moderate Standard** – Before and after values of the underlying land including damages and/or benefits to the site only.
- **Complex Standard** – Before and after values of the entire property, including improvements, damages, and/or benefits to the remainder.

The Nominal Appraisal will be used for simple partial acquisitions and total acquisitions regardless of the value of the acquisition. The Nominal format may **not** be used when damages other than a simple cost to cure (i.e. not to exceed \$50,000) occur to the remainder. Other standardized report formats may only be used with the specific approval of the Assistant Director of Right of Way for Appraisals and/or designee.

The type of appraisal to be prepared for each acquisition and initial scope of work will be determined when the right of way cost estimate (**SCDOT R/W Form 100-A**) is prepared for the project. Both the fee appraiser and SCDOT have a role in defining the appraisal problem and developing the scope of work. The appraiser should notify the Assistant Director of Right of Way for Appraisals and/or designee if it is determined, subsequent to beginning the assignment, that tracts should be combined or separated or if the scope of work should be expanded to address previously unforeseen conditions. The waiver valuation and initial scope of work will be submitted to the Assistant Director of Right of Way for Appraisals and/or designee for review.

When the value of the acquisition is expected to exceed \$250,000, or benefits exist, the Assistant Director of Right of Way for Appraisals and/or designee will evaluate the complexity of the appraisal problem with the appraiser to determine the appropriate scope of work. If the complexity of the appraisal problem warrants, the Assistant Director of

Right of Way and/or designee may order additional appraisals on any tract, regardless of the estimate of value.

D. Confidentiality of Appraisals

Appraisals are confidential communications between the appraiser and SCDOT authorized personnel, or the FHWA Realty Officer. At no time shall the appraiser disclose appraised values or any components of value to any person other than authorized employees of SCDOT or FHWA without written permission, except on proper order of the court or for court testimony.

E. Contact with Property Owners

The appraiser is required to contact the property owner prior to inspecting the property and to provide the property owner with the opportunity to be present during the inspection (Ref. Sec. 24.102c). The appraiser should be considerate and patient and convey competence, integrity, and objectivity. The appraiser will mail the Notice of Inspection letter (Form #165) by certified mail to the landowner and/or his/her designee and attach a copy of the postal service certification label and landowner letter in the addendum section of appraisal. If the tract has multiple property owners, only one letter is required to be sent to the point of contact for said tract. The right of way agent's worksheet will have a point of contact for multiple property owners. In conjunction with the certified letter, the appraiser may contact the property owner via email and/or phone.

During the appraiser's inspection of the property, the property owner should be given the opportunity to point out any features of their property or its use in both the before and after conditions that, in their opinion, might impact value. The appraiser should also give the property owner the opportunity to provide market data that he believes is relevant for a proper determination of market value.

The appraiser should make no attempt to answer any questions concerning negotiations or road design. Use of hypothetical or theoretical examples is discouraged. The appraiser is responsible for sufficiently understanding the plans in order to determine the impact on value that the acquisition and the proposed construction might have on the remainder, however the appraiser is cautioned against interpreting highway plan sheets for the property owner. This is primarily a function of the Right of Way Agent. Questions concerning plans and road design should be directed to the agent through the Regional Right of Way Administrator or Team Leader. It is important that the property owner's questions are answered completely. This is achieved most effectively when the same person provides the explanation or interpretation. This assures consistency and a more accurate accounting of the negotiation process. Separate explanations may appear inconsistent and could result in mistrust and a breakdown in negotiations.

Opinions of market value and highest and best use must only be discussed with SCDOT and FHWA personnel. The appraisal process should be explained to the property owner's satisfaction, with no reference made to the subject's market value or the value(s) of any assigned properties.

No appraiser shall act as a negotiator for real property for which he has prepared an appraisal. The appraisal and negotiation functions must remain separate to ensure the appraiser's independence and impartiality.

F. Conflicts of Interest

Under no circumstances shall the appraiser appraise any parcel in which he or she may hold, or subsequently acquire, an interest. In addition, the appraiser shall not accept the assignment of preparing an appraisal where the value might be influenced by his personal interest in other property. It shall be the ethical responsibility of the appraiser to refuse any assignments where such a conflict exists or might be reasonably presumed.

G. Staff Appraisal Assignment

The staff appraiser will receive his work assignment from the Assistant Director of Right of Way and/or designee. If necessary, the staff appraiser shall request time extensions in writing prior to the due date, giving the reason the extension is needed and the proposed completion date. Requests for extensions should be addressed to the Assistant Director of Right of Way for Appraisals and/or designee. The appraisal of property owned by SCDOT employees shall be assigned to independent fee appraisers.

H. General Valuation Information

The SCDOT Appraisal Manual is intended to set forth minimum requirements for the development and reporting of a well-supported and reasonable opinion of market value. Scopes of work and technical data are furnished to the appraiser for preparing acceptable appraisal reports that are fair and reliable.

The Sales Comparison Approach is required in appraising all types of property except in those cases where comparable sales are too dated, inadequate, or nonexistent. In such cases, the Cost Approach must be provided. Generally, the Cost Approach will be applied when appraising any special-use properties and when improvements are less than ten years old. When the cost approach is relied upon heavily, cost data and depreciation estimates should be derived from contractor proposals, or other market derived means. Information from cost estimator services should be used only to provide additional support in these cases. Should it become apparent that a detailed cost estimate from a separate source is required, payment will be assumed by SCDOT upon approval by the Assistant Director of Right of Way for Appraisals and/or designee. The Income Capitalization Approach to value shall be addressed when appraising income-producing or investment-type properties except when otherwise stipulated by the Assistant Director of Right of Way for Appraisals and/or designee.

All site improvements (except for Septic Tanks and Wells) should be based on the appraiser's opinion of their contributory value. Septic tanks and wells will be based on actual replacements costs determined by a qualified contractor. If replacement costs exceed the market value of the entire property, then SCDOT will acquire the entire tract. See site improvements defined on page I-4 paragraph H., page III-12 paragraph 22, and page III-23 paragraph 17.

Under the Principle of Substitution, the value of site improvements should be based on the items' contributory value as opposed to replacement cost. The appraiser must

consider the item's function and the benefits provided by the improvement in deriving an opinion of value after the acquisition.

I. History of the Property

The appraisal must contain a sales history of the subject property for the five years prior to the acquisition. If the property or a portion of the property has changed ownership within the past five years, the appraiser must report the confirmed sales price and recorded date for each transfer along with any other pertinent facts related to the transaction. If there has been a recent sale of the subject, the appraiser must determine if alterations to the property occurred subsequent to the sale and to what extent they might have impacted market value. If the sale of the subject is not used in the valuation process, the appraiser must explain why. If no transfers have occurred the appraiser must report the date the present property owner acquired the property, the deed book and page of record, if recorded, and any other facts pertinent to ownership.

J. Waiver Valuation

Waiver valuations are utilized for budgetary purposes and solely for uncomplicated acquisitions less than \$20,000 which are defined as those involving unimproved strips of land with no damages, changes in highest and best use, or significant costs to cure. Licensed or certified appraisers preparing a waiver valuation are precluded from complying with Standard Rules 1, 2, 3, and 4 of the Uniform Standards of Professional Appraisal Practice, as set forth by the Appraisal Standards Board of the Appraisal Foundation. . ***Waiver Valuations cannot be used to condemn property.**

Waiver Valuations are developed using current property sales and estimated cost to cure based on Marshall and Swift Valuation Guide Book or internal engineering estimates. Also included are necessary relocation costs, and costs of personnel services. The Assistant Director of Right of Way for Appraisals and/or Staff Appraiser must approve and sign the cost estimate. When approved right of way plans are received, the Assistant Director of Right of Way for Appraisals shall direct SCDOT staff personnel to prepare a waiver valuation (**SCDOT Right of Way Form 100-B**). The waiver valuation will indicate the number of parcels requiring appraisal, a brief description of each property to be appraised, the type of appraisal required and a preliminary scope of work. The waiver valuation will be prepared on SCDOT Right of Way Form 100-B. The term waiver valuation means the valuation process used and the product produced when the acquiring agency determines that an appraisal is not required, pursuant to 49 CFR 24.102 (c) (2). The basic concept of the waiver valuation is to be used when estimating just compensation on properties of \$20,000 or less that are considered non-complex. See Acquisition Manual for procedures.

K. Project Influence

The appraiser has disregarded any decrease or increase in the market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. 49 CFR 24.103(b)

SECTION II: FEE APPRAISERS

A. Use of Fee Appraiser Services

The Assistant Director of Right of Way for Appraisals will consult with the Director of Right of Way to evaluate the current and anticipated workload of the Right of Way Appraisal Section. Fee Appraisers will be employed as needed to supplement SCDOT appraisal staff on an as needed basis.

B. Qualifications of Fee Appraisers

All appraisals utilized for the purposes of acquisition and disposition of real estate must be performed by an appraiser approved by SCDOT. Fee appraisers must be professionals who possess highly specialized knowledge and experience in the appraisal field with specific experience in the appraisal of eminent domain acquisitions. They must have demonstrated their ability to qualify as an expert appraisal witness. Fee Appraisers must be licensed as a Certified General Appraiser by the South Carolina Real Estate Appraisers Board. They must have no unresolved prior or pending reprimands, censures, fines, suspensions, or other disciplinary matters before the South Carolina Real Estate Appraisers Board or any professional appraisal or other real estate-related associations. Prior violations must be resolved to the satisfaction of SCDOT before re-application and reinstatement as an approved Fee Appraiser. They must have previously submitted or be in a position to submit to SCDOT evidence of specific appraisal experience for the type of property they are assigned to appraise or review.

A separate approved list is maintained for fee Review Appraisers. The same qualifications as those previously described will apply. In addition, they must have a minimum of five years continuous practice in the appraisal of eminent domain acquisitions for highway purposes.

Acceptance of a contract to perform appraisals for SCDOT implies that the fee appraiser and fee review appraiser meets these qualifications and is experienced in the appraisal of eminent domain acquisitions and knowledgeable in eminent domain laws and regulations. Approved Fee Appraisers and Fee Review Appraisers shall adhere to the SCDOT Appraisal Manual and Uniform Act while appraising for SCDOT.

C. Application for Fee Appraiser/Fee Review Appraiser

The Headquarters Rights of Way Office will maintain a list of approved Fee Appraisers and Fee Review Appraisers. Appraisers seeking to serve as a Fee Appraiser or Fee Review Appraiser must submit an "Application for Fee (or Review) Appraiser" (**SCDOT Rights of Way Form 140-A**). SCDOT accepts applications for approved Fee and review Appraisers in January and July of each year unless workload necessitates more frequent acceptance or situations arise that require the services of an appraiser with particular expertise.

When an application is received by SCDOT, the Assistant Director of Right of Way for Appraisals and/or designee will determine if the applicant is qualified. This will include such inquiries as may be necessary to determine the abilities of the applicant and, if a

member, his standing in any professional appraisal or real estate related organizations. The South Carolina Real Estate Appraisers Board will be contacted to determine the applicant's current status. References shown on the application will be contacted to verify the applicant's character and integrity. Past clients and/or employers may be contacted to determine the applicant's quality of work and level of expertise. The Assistant Director of Right of Way for Appraisals and/or designee may interview prospective fee and fee review Appraisers.

A file will be opened for each appraiser upon receipt of the application. This file will contain the application and other supporting documentation, including work history, board certification, and interview notes (if conducted). The Assistant Director of Right of Way and/or designee will make a recommendation and send to the Director of Right of Way for final approval or rejection of applicant. The Assistant Director of Right of Way will notify the applicant in writing if approved or rejected. If accepted, the appraiser will be added to the Fee Appraisers List and/or Fee Review Appraisers List.

D. Approved Fee Appraiser/Fee Review Appraiser List

After approval, a Fee Appraiser will be listed on SCDOT's Approved Fee Appraisers List and/or Fee Review Appraiser List. ***All appraisers approved after January 1, 2021 shall be subject to a 1 year probationary period. During the probationary period the appraiser shall only accept appraisal assignments that request nominal and simple standard format appraisals. The Assistant Director of Right of Way for Appraisals shall evaluate the Fee Appraiser to determine if the appraisal complies with the applicable federal and state laws and the SCDOT Appraisal Manual during the probationary period. The Assistant Director of Right of Way for Appraisals may reduce or extend the 1 year probationary period if appraiser is demonstrating proficient and creditable appraisal reports.*** To remain on the lists, an approved appraiser must submit a copy of his current certification from the South Carolina Real Estate Appraisers Board to SCDOT by July 31st of each renewal year as set forth by SC LLR Appraiser Board and attend a mandatory 7 hour SCDOT continuing education seminar every two years. Any change in classification must be submitted to SCDOT immediately. Failure to submit copies of renewal certifications and attend the continuing education seminar may be cause for removal from the Approved Fee Appraiser or Fee Review Appraiser Lists. The application process must be repeated for all reinstatements. An Approved Fee Appraiser or Fee Review Appraiser will not be removed from the approved list without prior notice and opportunity to be heard.

E. Selection of Fee Appraisers for Primary Appraisal Contracts

When appraisal assignments require the services of Fee Appraisers, selection shall be by one of three methods:

1) APPRAISAL CONTRACTS OF MORE THAN 25 TRACTS:

The Headquarters Rights of Way Office will advertise for interest in performing appraisal services by mailing "Notice of Need for Appraisal Services" (**SCDOT Right of Way Form 141-A**) to all Fee Appraisers on the Approved Fee Appraisers List. Generally, 10 to 14 days will be allotted to submit interest letters. A "Request for Appraisal Proposal" (**SCDOT Right of Way Form 142-**) will be mailed to each Fee Appraiser on the Approved Fee

Appraisers List who submitted an interest letter within the allotted time. *The "Request for Appraisal Review Proposal" (SCDOT R/W Form 142-B) will be used for review assignments.* The proposal will list the SCDOT, and/or Project ID#, tract number, and preliminary scope of work for each parcel to be appraised. The preliminary Scope of Work will define the specific parameters of work, the specific appraisal problem, and the appropriate approach(es) to value for each tract. The appraiser should note additional items for each tract that he feels are relevant to the appraisal assignment on the Request for Appraisal Proposal form. Additional comments may be attached separately. The appraiser will base their proposals on a scope of work that they feel is necessary to support an opinion of value. Bids for appraisals are divided into two general categories (Nominal or Standard) on the Appraisal Proposal form depending on the anticipated complexity of the assignment. For example:

- **Nominal** – Simple acquisitions, where no before and after value is required. The values may include site improvements and simple costs to cure. See site improvements defined on page I-4 paragraph H., page III-13 paragraph 22, and page III-25 paragraph 17.
- **Standard Report** – Before and after values of the entire property including all improvements, damages and/or benefits to the remaining property.

Generally, 10 to 14 calendar days will be allowed to submit bid proposal. A complete set of SCDOT road plans, including detailed plan sheets and cross sections, will be available at the appropriate Regional Rights of Way Office and in the Right of Way Section at the SCDOT Headquarters Building located at 955 Park Street, Room 423, Columbia, SC.

Fee Appraisers submitting bid proposals should field inspect the project and locate each tract to be appraised. The appraiser's bid proposal should reflect consideration of:

- Number of parcels to be appraised
- Time allotted for completion of the assignment
- Variety of property types impacted by the project
- Scope of work required for each report
- Specific damages/benefits per tract attributable to the project
- Any other conditions that might affect delivery of the report

Fees shall not be computed on an average rate per parcel or a percentage of anticipated right of way payments. The Assistant Director of Right of Way

for Appraisals and/or designee may be contacted if necessary for additional information regarding the project.

The Appraiser Selection Committee will select the Fee Appraiser(s) to be awarded contracts in accordance with Title VI of the Civil Rights Act of 1964. The Committee is made up of the Assistant Director of Right of Way for Acquisitions, Assistant Director of Right of Way for Appraisals and two designees, which may include one or more of the following positions Staff Appraiser, Team Leader, Regional Right of Way Administrator, and Relocation Manager or Relocation Coordinator.

The Appraiser Selection Committee will evaluate each bid proposal by examining:

- Appraiser's understanding and recognition of potential issues affecting value
- Experience in appraising the type(s) of properties included in the contract
- Qualifications of the appraiser
- Past performance
- Ability to testify as an expert witness
- Capacity of the firm
- Fee proposal

After selection, the Assistant Director of Right of Way for Appraisals will prepare a Contract for Appraisal Services with a Notice to Proceed (**SCDOT R/W Form 143-A**). *The "Contract for Appraisal Review" (SCDOT R/W Form 143-B) will be used for appraisal review contracts.* A complete set of project road plans will accompany the contract along with the Right of Way Agent's worksheets. Information regarding the pre-appraisal conference, if held, will also be provided. Upon receipt of the Notice to Proceed, the Assistant Director of Right of Way for Appraisals must contact the fee appraiser to arrange a meeting within 14 calendar days to sign the contract and complete the pre-appraisal conference. Contract Award Notification (**SCDOT R/W Form 145-A**) will be issued to all bidders.

SCDOT reserves the right to add to or delete tracts from the contract and to revise scopes of work as necessary. The "Appraisal Contract Modification Form", (**SCDOT R/W Form 146-A**), will be used for this purpose and to adjust appraisal fees that result from changes in the original scope of work.

F. Selection of Fee Appraisers for Letter Contracts

1) APPRAISAL CONTRACTS OF 25 TRACTS OR LESS:

The Assistant Director of Right of Way for Appraisals or Regional Rights of Way Administrator will contact at least three (3) Fee Appraisers from the SCDOT Approved Appraiser list to obtain bid proposals and delivery schedules. A letter contract, **(SCDOT R/W Form 143-C)**, will be mailed to the selected appraiser for signature and return. A memo will be prepared and maintained in the appraisal file stating each appraiser's bid proposal and the criteria used for selection.

2) SINGLE SOURCE:

A single source for appraisal services may be used in special circumstances such as: a) when one practical source exists for the desired services, b) when an attorney requests a specific appraiser for a court appearance, c) if specific expertise is required, d) when alternative methods will cause delays of projects requiring urgent completion, or e) to accommodate the court roster. A letter contract **(SCDOT R/W Form 143-C)** will be mailed to the selected appraiser for signature and return. The Assistant Director of Right of Way for Appraisals or the Regional Rights of Way Administrator will prepare a memo to the appraisal file summarizing the criteria used for selection and the special circumstances restricting the selection process to a single source.

The Fee Appraiser and the Assistant Director of Right of Way for Appraisals will negotiate fees for updating or revising appraisals. Appraisers will be selected in accordance with Title VI of the Civil Rights Act of 1964. Copies of all correspondence and proposals to and from Fee Appraisers will be maintained in the project appraisal files.

G. Pre-Appraisal Conference (SCDOT R/W Form 144-A)

At their discretion of the Assistant Director of Right of Way for Appraisals and /or Assistant Director of Right of Way for Acquisitions, SCDOT may conduct a pre-appraisal conference to discuss issues related to the appraisal assignment such as: contact information, reporting requirements, need for the project, and scope of work. Conference members will include the Chief Appraiser, the Regional Rights of Way Administrator and/or Team Leader, the Fee Appraiser and the Fee/Staff Review Appraiser (if practical), and should be held within 15 calendar days of contract execution. The Fee Appraiser must understand the appraisal assignment completely and be aware of all contract requirements.

H. Payment Process

The Contract for appraisal services sets forth the terms and conditions required for payment. The project Comparable Data Brochure must be delivered before or at the same time as the first appraisal report. An invoice for the remaining balance for each tract may be submitted with the appraisal report(s). A penalty of 5% per parcel of the contract fee will be assessed for each calendar day an appraisal report is overdue.

I. Contract Extensions for Fee Appraisers

Requests for contract extensions must be made in writing to the Regional Rights of Way Administrator. Requests must be made at least 5 business days prior to the due date. The request must state specific reasons for the delay and the proposed delivery date. The Regional Rights of Way Administrator will review and recommend the request and forward to the Assistant Director of Right of Way for Appraisals and/or designee for approval. The Assistant Director of Right of Way for Appraisals and/or designee will document whether the extension is to be granted. Copies of the request will be attached and become a part of the contract. Failure to comply with these terms may cause the cancellation of the contract or the imposition of late penalties or fees. In the event the appraiser is delayed by an action of SCDOT, such as a design change, the appraiser will be granted a reasonable extension of time in which to complete the assignment.

J. Post-Appraisal Conference/Evaluation (SCDOT R/W Form 148-A)

At the discretion of the Assistant Director of Right of Way for Appraisals and/or designee, SCDOT may conduct a post-appraisal conference to discuss appraisals used to establish initial offers and, if relevant, the performance of the Fee Appraiser. Conference members will include the Assistant Director of Right of Way for Appraisals and the Fee Review Appraiser. Post-Appraisal Conferences should be held within 45 working days of the completion of the appraisal contract, and may be held in-person, by teleconference, or by other means as made possible by information technology assistance. The post-appraisal conference may address any of the following:

- Whether the appraisal(s) addressed the scope of work completely and adequately.
- The accuracy and quality of the appraisal reports
- The Fee Appraiser's compliance with SCDOT's Appraisal Manual and the Uniform Standards of Professional Appraisal Practice(USPAP)
- The Fee Appraiser's recognition of potential issues affecting value
- The Fee Appraiser's ability to offer solutions mitigating impacts
- Timeliness of delivery
- Any other issues that reflect upon the Fee Appraiser's performance

The Assistant of Director of Right of Way for Appraisals may prepare a written post-appraisal conference report to document project progress, outstanding work by employees and contractors, issues or problems of concern involving the appraisal contracting system, Fee Appraiser and Fee Review Appraiser performances, USPAP appraisal standards, or any other matter which the Assistant Director of Right of Way for Appraisals determines should be brought to the attention of the Director of Right of Way.

The Assistant Director of Right of Way for Appraisals and/or designee should reference the report if, based on the conference, he makes a recommendation to the Director of Right of Way for any action involving changes to the system or the status of any employee or Fee or Review Appraiser. Copies of the report will be provided to all attendees. The Fee and Fee Review Appraiser are encouraged to make comments and suggestions in response to the report.

The Fee or Fee Review Appraiser, Assistant Director of Right of Way for Appraisals/or designee will sign and date the report, and the report will be maintained in the Fee Appraiser's file and project file.

K. Fee Appraiser Disciplinary Actions

49 CFR 24.103(d)(1) provides that "the Agency shall review the experience, education, training, certifications/licensing, designations and other qualifications of appraisers, and use only those determined by the Agency to be qualified." Therefore, the status as an approved appraiser can be considered a license under S.C. Code Section 1-23-370, which is part of the State Administrative Procedures Act (APA).

If SCDOT finds that public health, safety, or welfare imperatively requires emergency action, and incorporates a finding to that effect, summary suspension of an agency license may be ordered to remove the appraiser from the Approved Fee Appraisers List or Fee Review Appraiser List pending proceedings. These proceedings shall be promptly instituted and determined by SCDOT. APA provides that a state agency must give notice and an opportunity to be heard to a holder of a license before suspending or revoking it.

Failure to comply with SCDOT's Appraisal Manual will constitute grounds for removal from the Fee Appraiser and/or Fee Review Appraiser List, provided that appropriate notice and opportunity to be heard is given pursuant to law.

SECTION III: APPRAISAL INSTRUCTIONS

A. General Information and Instructions

There are two types of appraisal formats used to estimate market value of property to be acquired by SCDOT under eminent domain. The reports are referred to as:

Standard Appraisal (SCDOT R/W Form 110-A)

Nominal Appraisal (SCDOT R/W Form 120-A)

The reporting requirements are determined by the complexity of the assignment. The following is a list of general requirements for each appraisal format. Specific instructions for each type of appraisal are contained later in this section. **The instructions contained in this manual become a part of the appraisal contract and must be followed to ensure contract compliance.**

GENERAL REQUIREMENTS:

- 1) Each appraisal will be prepared on 8 1/2 x 11 (letter size) paper.
- 2) One original appraisal must be submitted for each parcel. Two (2) complete copies must accompany the original signed appraisal unless otherwise stipulated in the contract. The original and copies must contain color photographs. Computerized color digital images re-produced on a color printer are acceptable. Appraisals must be submitted within 15 calendar days of the inspection date.
- 3) Each page of the appraisal will be consecutively numbered at the bottom center of the page.
- 4) The project ID number, and parcel number will be shown in the bottom right-hand corner of each page.
- 5) A new certificate and distribution of value page will be prepared when a change in the appraisal report affects the estimate of value or the date of valuation. *(This requirement does not apply to minor changes in the acquisition size due to design changes where the unit value is not affected and no additional damages occur to the property.)*
- 6) Any increase in the market value of real property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the property owner, shall be disregarded in determining compensation for the property.
- 7) Appraisers shall not give consideration to, nor include in their appraisals, any allowance for relocation assistance benefits. The appraisal must

include a list of all relocation items including mobile homes, underground storage tanks, canopies, fuel pumps, inventory, trade fixtures, equipment, outdoor advertising signs, or any other items that will be covered under relocation assistance. Any items, other than contractor moving items, not included will be considered in the opinion of value. Coordination with the right of way agent is required in order to avoid dual compensation.

- 8) Damages and benefits must be supported by market data developed under the appropriate approach (es) to value i.e. sales comparison, loss of income to the real estate, and/or cost to cure. Use of predetermined tables is not acceptable.
- 9) Information regarding the name, address and contact information for each property owner, as well as a five-year sales history for each property will be provided to the Appraiser on the "Right of Way Agent Worksheet" (SCDOT Right of Way Form 809). The location of the subject property, the site size before and after the acquisition, and the size and location of the acquisition will also be provided. The appraiser must assume reasonable responsibility for the accuracy of this information. Any discrepancies must be brought to the attention of the Assistant Director of Right of Way for Appraisals.
- 10) At the same time the Appraiser receives the Right of Way Agent Worksheet, he will receive a set of right of way plans, including cross sections. Any subsequent plan revisions will be forwarded to the appraiser immediately through the Headquarters Appraisal Section. *Fees may be adjusted for changes in scope and/or additional work caused by plan revisions with the approval of the Assistant Director of Right of Way for Appraisals and/or designee.*
- 11) The Appraiser is responsible for understanding the appraisal assignment. Any questions should be referred to the Assistant Director of Right of Way for Appraisals and/or designee prior to completing the appraisal. The Appraiser must make no assumptions as to the appraisal assignment. The appraisal will be based upon the most current right of way plans at the date of inspection by appraiser. Any potential plan revisions that could mitigate damages or facilitate the acquisition process should be discussed with the Assistant Director of Right of Way for Appraisals and/or designee). The Appraiser, in conjunction with the Assistant Director of Right of Way for Appraisals and/or designee is responsible for correctly identifying the larger parcel. This may require combining or separating parcels. All requests for plan changes and/or changes in the assignment must be submitted through the Assistant Director of Right of Way for Appraisals and/or designee prior to beginning the appraisal.
- 12) Benefits may offset the value of the right of way acquired as well as any damages to the remainder, but the value of the acquisition may not be less than zero.

- 13)** All adjustments must be well supported and documented in the appraisal. Objective support including paired sales analysis or other market-derived means is encouraged. Greater explanation and analysis is expected whenever more subjective or higher than normal line item adjustments are necessary.
- 14)** The following items are generally considered to be non-compensable because of South Carolina Code of Laws and/or South Carolina Case Law and are typically not considered in the “after” value estimate:
- a.** Loss of profits or business^{*}
 - b.** An option where it has not been exercised
 - c.** Circuity of travel suffered in common with the general public^{*}
 - d.** Frustration of plans where no actual implementation of those plans has begun^{*}
 - e.** Damages arising by a reasonable and lawful exercise of police power^{*}
 - f.** Damages during the period of construction
 - g.** Sentimental value
 - h.** Damages by reason of the loss of anticipated profits
 - i.** Raised Median^{*}

^{*}-When dealing with any items that are generally considered to be non-compensable, consult with the Assistant Director of Right of Way for Acquisitions and/or Assistant Director of Right of Way for Appraisals prior to completion of the waiver valuation, scope of work and appraisal assignment.

- 15)** Property containing sand, timber, gravel, crops, minerals, etc. must be valued by considering the extent to which the item contributes to the market value of the property as a whole. “Different elements of a tract of land are not to be separately valued and added together.” (*Uniform Appraisal Standards for Federal Land Acquisitions*, p.7). Another aspect of the Unit Rule requires that real estate be valued with respect to its gross value as a single entity as if there were only one property owner even though there are separate interests in the parcel. If several parcels are assembled under separate interests, the lease should be reviewed carefully. Items such as, the strength of the lessor/lessee, the term of the lease in relation to the

remaining economic life of the improvements, and the existence and effect of any termination or condemnation clause should be considered in order to determine if the properties should be appraised together or separately.

- 16) Staff and Fee Appraisers shall disqualify themselves immediately from assignments involving properties where a personal or business relationship exists or where a conflict of interest might be reasonably construed. Staff Appraisers shall be governed by rules and regulations established for all state employees in this regard.

B. Instructions for Preparation of Comparable Data Brochure

The original copy of the Comparable Data Brochure must be submitted for each project. A complete brochure must accompany the first appraisal(s) sent to the Review Appraiser. Additional sales and rents may be submitted at later dates as necessary. A revised summary of sales and rentals must accompany any additional sale and/or rent comparables. The original and copies must contain original color photographs of each comparable or computerized color digital images re-produced on a color printer. Sales of property under the threat of condemnation are not arms-length transactions and shall not be accepted.

The brochure will contain the following information:

1) COVER SHEET: (SCDOT R/W FORM 101A)

The cover sheet will provide information identifying the project and will include the appraiser's signature and the brochure completion date. The reviewing appraiser's signature certifies that he has physically inspected all comparable sales and rentals included in the brochure where possible. If a physical inspection is not practical, the reviewer should make every attempt to view the property using county tax maps, satellite imagery or similar means. A separate cover sheet must be submitted with subsequent additions to the brochure noting the revised date at the bottom of the page.

2) AREA, CITY, AND NEIGHBORHOOD ANALYSIS:

This data should consist of only those forces directly affecting the subject property and the appraiser's opinion of significant market trends. It is improper to base an opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped or biased presumptions relating to race, color, religion, sex, or national origin or upon unsupported presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located. Racial, religious, and ethnic factors are unreliable and unacceptable predictors of value trends and price variances.

3) COMPARABLE LOCATION MAP: (SCDOT R/W Form 103-A)

Maps showing all sale and rent comparables must be included. The maps must provide sufficient directions and detail for the review appraiser to locate the properties.

4) COMPARABLE SALE DATA SHEETS: (SCDOT R/W Form 104-A)

Sale types should be separated in the Comparable Data Brochure by tabbed categories such as: commercial, residential, or industrial for vacant and improved properties. At the beginning of each category, a summary of the sales data should be included indicating the sale number, date of sale, size, and price per unit in descending or ascending order.

All comparable sale data included in the brochure must be confirmed to the greatest extent possible by the grantor, grantee, or a knowledgeable third party involved in the transaction. All comparables must be physically inspected, when practical. Care must be taken when verifying comparables to insure that the actual recorded sales price is reported, not a figure, which may represent a net amount received by the seller. Adjustments for brokerage fees, demolition costs or other increases or deductions should be explained in the comments section at the bottom of the page. The appraiser must report the property rights conveyed. Atypical financing terms must be analyzed and reported. The appraiser must determine if any unusual buyer or seller motivation, or whether other consideration was involved in the transaction. Comparables that identify corporations or other entities as grantor, grantee, lessor, or lessee shall be investigated by the appraiser to ensure that the principals are completely separate.

Complete descriptions of the comparable site and improvements are required including square footage, age, condition, number of parking spaces or other site improvements, available utilities, amount of frontage, zoning conformity, ingress and egress, visibility, shape, topography, and other relevant characteristics. If the comparable suffers from a form of functional obsolescence such as inadequate size, parking, visibility or other atypical characteristic, and is used as support for damages, the cause of the obsolescence should be noted. These comparables will isolate items that commonly contribute to damages and should be used whenever possible to establish an objective basis for estimating damages or benefits. Analysis of comparable sales should be performed in a manner that will determine whether the sale is comparable to the subject in the “before” or “after” conditions in terms of the legal and market requirements. The analysis should include consideration of items such as legal conformity, setback, land to building ratio, parking to building ratio, frontage ratio, access to the improvements, shape, visibility, and other site or building characteristics which might be impacted by the acquisition. If the property was rented at the time of sale, lease information should be included as additional comments or on a separate Comparable Rental sheet. The appraiser must indicate the date the comparable was inspected or photographed. Comparables that are located on the project should be marked and identified at the bottom of the Comparable Sale Data Sheet.

5) COMPARABLE RENTAL DATA SHEET: (SCDOT R/W Form 105-A)

All comparable rent data included in the report must be confirmed to the greatest extent possible by the lessor, lessee, or a knowledgeable third party involved in the lease transaction. All comparables must be physically inspected, where practical. Atypical lease terms must be analyzed and reported. The appraiser must determine if any unusual motivation or other consideration was involved in the transaction. A description of the lease including the type, length, property owner expenses, inception date and lease options must be reported. Adequate descriptions of the comparable site and improvements are required including square footage, condition, and other relevant characteristics. The appraiser must describe all trade fixtures, equipment, or other items apart from the real estate that are included in the lease. Comparables that are located on the project should be marked and identified at the bottom of the Comparable Rental Data Sheet.

6) COMPARABLE PHOTO AND SKETCH, TAX MAP OR PLAT: (SCDOT R/W Form 104-B)

Sketches, plats, or tax maps of all comparable sales are required. These must be placed, along with a photograph of the property, behind the corresponding Comparable Sale Data Sheet. Sketches must exhibit a close approximation of the property boundaries showing existing easements or right(s) of way, the general location of building improvements, site improvements, existing highways or other means of access, property identification, and a North arrow. Sketches of comparable sales are not required to be to scale. Sketches or plats of rent comparables are not required, however photographs of the rentals must be provided in the brochure behind the corresponding Comparable Rental Data Sheet.

C. Instructions for Preparation of Standard Appraisal

The standard appraisal format will be used when appraising total acquisitions and for more complex appraisal assignments involving benefits or damages other than simple costs to cure. Appraisals of total acquisitions will not include paragraphs 24 through 29. The following items must be included in the report:

- Cover Sheet - paragraphs 1-3
- Appraisal Summary – paragraphs 4-10
- Appraisal Details and Requirements – paragraphs 11-18
- Subject Location Map
- Subject Photographs
- Subject Property Sketch/Plat
- Subject Floor Plan (if applicable)

- Report Narrative – paragraphs 19-29

(NOTE: Paragraphs 24-A and 24-B, Description of the Realty must include a list of items, if any, to be covered under Relocation Assistance.)

- Distribution of Value – paragraphs 30-33
- Assumptions and Limiting Conditions
- Certificate of Appraiser
- Addenda - including any applicable items such as:
- Contractor Cost Estimates/Proposals
- Deed
- Zoning Map
- Tax Map
- FEMA Flood Map
- Soil Map
- Other Applicable Exhibits

All pages in the appraisal will be consecutively numbered. Each paragraph must be numbered and titled as set forth in these instructions in the order presented. Any specific or extraordinary assumptions or limiting conditions must be approved by the Assistant Director of Right of Way for Appraisals and/or designee.

1) COVER SHEET: (Paragraphs 1 – 3)

Paragraph 1

Location and ownership information will be furnished by the right of way agent on SCDOT Right of Way Form 809. The appraiser must assume reasonable responsibility for the accuracy of this information. A space is provided on this page for a front view of the subject property.

Paragraph 2 - (Required by Sec. 24.102c of Uniform Act)

NOTE: *It is required by Federal Law that the owner or his designated representative be given the opportunity to accompany the appraiser on an inspection of the property prior to the property being appraised.*

This paragraph will indicate how the property owner was contacted, when the property was inspected, and if the property owner or his representative accompanied the appraiser during the initial inspection. If the property owner was not present, an explanation must be provided. The invitation to the property owner must be documented. **The appraiser will mail a letter by certified mail to the landowner and/or his/her designee** and attach a copy of the postal service certification label and landowner letter in the addendum section of appraisal. If the tract has multiple property owners, only one letter is required to be sent to the point of contact for said tract. The right of way agent's worksheet will have a point of contact for multiple property owners. A tenant, unless specifically designated by an owner, is not considered the property owner's representative.

Every effort must be made by the appraiser to arrange a mutually agreeable time for the property owner to be present during the inspection if he desires. If the property owner wishes to accompany the appraiser, he should make arrangements to either be present within a reasonable length of time from the appraiser's invitation or designate a local representative or agent to appear for him. The appraiser shall notify the Assistant Director of Right of Way for Appraisals and/or designee immediately if attempts to contact the property owner are not successful.

Paragraph 3

The name and certification number of the appraiser(s) preparing the report and the appraisal firm with whom they are associated must be provided.

2) APPRAISAL SUMMARY: (Paragraphs 4 – 10)

These paragraphs are a summary of the appraiser's opinions and analyses. They will provide a point-by-point comparison of the "before" and "after" conditions to subsequent users of the report. Significant differences between the "before" and "after" conditions must be considered and explained in the body of the report.

3) APPRAISAL DETAILS AND REQUIREMENTS: (Paragraphs 11-18)

Paragraph 11 - Property Rights Appraised

Right of way acquisitions shall be valued as fee simple interest, unless otherwise instructed by Assistant Director of Right of Way for Appraisals and/or Assistant Director of Right of Way for Acquisitions. The estimate of value must reflect the entire bundle of rights unencumbered.

Paragraph 12 - Purpose of the Appraisal

The purpose of the appraisal is “to estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project.”

Paragraph 13 - Intended Use

The intended use of the appraisal is to assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.

Paragraph 13a- Intended User

The intended users are South Carolina Department of Transportation, its Rights-of-Way Department, its Right-of-Way Consultants, its Legal Department and Associate Legal Counsel.

Paragraph 14 - Exposure Time

The appraiser must develop an estimate of reasonable exposure time on which the appraised values are based. It should be specific to the subject property type and the subject market conditions. Exposure time may be stated as a range.

Paragraph 15 - Five-Year Sales History

The appraisal must contain a sales history of the subject property for the five years prior to the acquisition. If the property or any portion of it has changed ownership within the past five years, the appraiser must report the confirmed sales price and date of sale for each transfer along with any other pertinent facts related to the transaction. If there has been a recent sale of the subject, the appraiser must determine if alterations to the property occurred subsequent to the sale and to what extent they might affect the current opinion of market value. If the sale of the subject is not used in the valuation process, the appraiser must explain why. If no transfers of the subject property have occurred within the past five years, the appraiser must report the date the present property owner acquired the property, the deed book and page of record, if recorded, and any other facts pertinent to ownership.

Paragraph 16 - Current Listing

If the subject property is being marketed as of the date of appraisal, the appraiser must report the current listing information. The appraiser must also report any pending contracts for sale of the property.

Paragraph 17 - Assessment and Taxes

The current assessment information for the property must be reported. Any special or atypical assessments must be described and analyzed for its potential impact on value. It should be noted if the most recent assessment does not represent the current property description or status. The analysis of the current assessment and taxes should include a review of any appeals filed since the last reassessment.

Paragraph 18 - Current Zoning Analysis

The appraiser must provide a complete zoning analysis of the property. The analysis must state whether the property is a conforming or nonconforming use based on the minimum requirements set forth under the local ordinance. If the property is nonconforming the appraiser must address in the report whether this impacts value and, if so, to what extent.

4) SUBJECT LOCATION MAP:

A map showing the location of the subject property and the defined neighborhood shall be included. City and county maps are acceptable.

5) SUBJECT PHOTOGRAPHS:

Photographs of the property must be attached and identified. Computerized color digital images re-produced on a color printer are acceptable. This page must also include the property address/location, photograph date, and identification of the photographer. Photographs must show all improvements acquired and/or affected by the acquisition, any unusual features, and the area being acquired. The location and direction of the photograph should be indicated on the property sketch.

6) SUBJECT PROPERTY SKETCH:

The property sketch or plat should provide an accurate depiction of the property and the acquisition's impact, both in the before and in the after, and must include any cost to cure. It is not required to be to scale. All new right of way areas shall be shaded. The present and new right of ways shall be identified and labeled. A copy of the highway plan sheet is not an acceptable substitute for the sketch. The sketch can either be hand drawn or computer generated. The sketch must include the property layout, dimensions, easements, and improvement setbacks from the present and new rights of way. It should also indicate all relevant building and site improvements including septic tank, drain fields, parking areas, sidewalks, driveways, fences, and other items that might be impacted. Personal property including mobile homes, outbuildings, pumps, underground storage or above ground storage tanks, canopies, outdoor advertising signs, on-premise signs, ATM's, or other trade fixtures and equipment that might be impacted must be identified but may not be valued in the appraisal. See Section VII for examples of minimum requirements.

7) SUBJECT FLOOR PLAN: *(if applicable)*

A sketch of all building improvements affected by the acquisition showing the square footage calculations and room layout of each level must be provided.

8) REPORT NARRATIVE: (Paragraphs 19 - 29)

Paragraph 19 – Scope of Work

The scope of work is a written set of expectations that form an agreement or understanding between the appraiser and SCDOT as to the specific

requirements of the appraisal, resulting in a report to be submitted to SCDOT by the staff or fee appraiser. The scope of work includes, but not limited to, property right(s) being appraised; date of appraisal valuation and date of report; location and zoning; highest and best use and present use; identification of the intended use and user; definition of fair market value as defined by the Uniform Act 49 CFR24.2 (a) (3); proper notification of the landowner requirements for property inspection; 5-year sales history of the property; statement of assumptions and limiting conditions; appraiser certification. The SCDOT Appraisal Manual provides guidance on the scope of work. SCDOT reserves the right to change the scope of work as needed during the appraisal process. An agreed upon scope of work specific to the appraisal tract will be discussed by the appraiser which will also include the reason for the report format chosen. The appraiser will also include a statement regarding whether project influence exists, and if so, the steps taken to mitigate the project influence.

Paragraph 20 - Description of the Realty

The description should specifically note any characteristics that will likely change after the acquisition regardless of their effect on value. This will assure the property owner and the right of way agent that all issues have been analyzed for their potential impact on value. Items such as: land to building ratios, parking ratios, frontage ratios, ingress/egress, road grade, setback, access to improvements, or other potential impacts should be critically and quantitatively analyzed to the extent possible if the item will be altered by the acquisition.

The description of the land should include the following information: total area, dimensions, existing ingress and egress, street/road description, road grade, frontage, shape, topographical features, drainage, easements, and available utilities. When applicable, the description should specify mineral deposits, marketable timber, soil types, and any other features that may influence value.

A detailed description of all building and site improvements as well as any personal property and trade fixtures located above and below ground within the new right of way, or affected by the acquisition must be provided. Descriptions must include number of units, size, use, type and quality of construction, interior and exterior condition, actual and effective age, room layout, number of parking spaces, amenities, and any other features that may influence value.

When it is obvious that the improvement value will be unaffected by the acquisition, the report may address underlying land value only, with a brief reference to the improvements and an explanation in the Scope of Work paragraph as to why the improvements were not considered.

Paragraph 21 - Highest and Best Use (Before)

Highest And Best Use is defined in *The Appraisal of Real Estate - 12th Edition* as, "The reasonably probable and legal use of vacant land or an

improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.” The appraiser must discuss the four tests of highest and best use individually, both “as vacant” and “as improved” as they apply to the subject property. A statement of highest and best use is unacceptable. Greater discussion and support are required when the appraiser’s opinion of highest and best use differs from the present use of the property. Similarly, greater discussion and support are required if the present use is inconsistent with zoning, when locational or physical characteristics of the property are nonconforming or atypical and/or when existing improvements are considered an over or under-improvement to the property. If existing improvements are impacted but are determined to contribute no value to the site, the appraiser’s opinion must be thoroughly supported in a demonstration of at least one of the three approaches to value.

Paragraph 22 - Valuation before the Acquisition

All applicable approaches to value must be demonstrated. The appraiser must state why any approach is omitted. The appraiser must state the value derived under each approach. Each approach should be developed independently of the others to the greatest degree possible.

Land Valuation

Land value must be derived separately for each property using the sales comparison approach and a minimum of three comparable sales. Comparable listings may be used as additional support. If adjustments are necessary, the appraiser’s analysis is to be exhibited in grid form. All adjustments must be well supported market-derived and explained in the appraisal. Greater explanation and analysis is required whenever more subjective or higher than normal line item adjustments are used.

The following are examples, of site improvements that shall be addressed in the appraisal as contributory value or cost to cure. If cost to cure is needed, then a contractor bid or an estimate from an engineer is required unless approved by the Assistant Director of Right of Way for Appraisals and/or designee:

- Signs (brick and mortar, lighted, shopping center, apartment complex, any sign that requires a laborer to rebuild).
- Septic tanks & wells.
- Landscaping such as shrubs, trees, and vegetation buffers.
- Irrigation (residential, commercial and agricultural)
- Fence (wooden, split rail, vinyl, brick, decorative, ornamental, loss of linear footage, etc.)
- Fire Pits (dry fire hydrants connected to commercial buildings for fire protection).

The above is not intended to be a comprehensive listing of all site improvements.

Costs to cure must be considered reasonable based on the property's highest and best use. The appraiser must obtain bids or estimates from a qualified contractor or engineer. Bids or estimates provided by the property owner cannot be used in the appraisal report, unless approved by the Assistant Director of Right of Way for Appraisals and/or designee.

Sales Comparison Approach to Value

- a. Typically, the sales comparison approach is favored in the appraisal of eminent domain acquisitions because it is most understood by property owners and more accepted by the courts. Emphasis should be placed on this approach whenever possible. A minimum of three comparable sales is required. *Additional comparables may be required for more complex properties.* Comparable listings may be used as additional support. All aspects of the property affected by the acquisition such as size, parking, frontage, road grade, setback, zoning conformity, shape, and other impacts should be considered and quantified to the greatest degree possible for analysis and comparison with the comparable data. Analysis of the sales must be exhibited in grid form. All adjustments must be supported and explained in the appraisal.

b. Cost Approach to Value

The cost approach shall be considered when improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. When the cost approach is relied upon heavily in the final estimate of value, replacement costs and depreciation estimates must be derived from the market using cost comparables, local contractors, or other market derived means. Cost estimator services should be used as additional support. The land value must be supported by comparison with at least three comparable land sales.

c. Income Capitalization Approach to Value

The Income Capitalization Approach to value shall be addressed when appraising income-producing or investment-type properties except when otherwise stipulated by the Assistant Director of Right of Way for Appraisals and/or designee. Direct capitalization may be used to appraise properties with stabilized income and expense patterns when sufficient comparable properties with similar patterns are available in the market. Yield capitalization should be used to value more complex properties and those with unstable income and expense patterns. Estimated market rent must be based on at least three rent comparables. *Additional comparables may be required for more complex properties.* A description of the rent comparables must be included in the Comparable Data Brochure. Adjustments must be supported and explained, and exhibited in grid form. Any existing

lease(s) of the subject property must be discussed. If possible, a copy of the subject lease(s) should be included in the addendum. If contract rent differs from market rent, an explanation is required. All expense deductions should be discussed and reasonably supported. Capitalization rates should be derived from market sources. Development of rates should be demonstrated and supported in the report.

Paragraph 23 - Resolution of Before Value and Value Estimate

The appraiser shall indicate which approach is given most weight based on the quality and quantity of the market data. The final estimate of value before the acquisition must be stated and explained. If the appraisal reflects a total acquisition, the appraiser should proceed to Paragraph 30.

Paragraph 24a - Description of the Acquisition

The description of the acquisition must address the land area, as well as, the building and site improvements located within or affected by the proposed acquisition. Improvements located within the **existing** right of way should be identified but not included in the estimate of value. All moving items and relocation items within the new right of way must be identified but should not be included in the final estimate of value unless stipulated by the Assistant Director of Right of Way for Appraisals and/or designee. If moving items can be replaced on the site, SCDOT will reset the items in as good or better condition as they existed prior to the project.

A description of the land acquisition must include the size of the area, topography, shape, location (as it relates to the whole property), and type/use (e.g. front/side/rear yard, wetland, parking area, common area, etc.). The description shall separately note any additional areas outside the right of way designated as slopes, drainage, outfall ditch, or construction easement.

All building and site improvements including wells, septic tanks, drain fields, landscaping, fencing, signage, parking areas or other improvements located within the new right of way must be identified.

Paragraph 24b- Description of Realty Items under Relocation Assistance

In addition, all items considered personal property including mobile homes, outbuildings, tanks, pumps, canopies, out-door advertising signs, ATM's, or other fixtures and equipment must be identified. The appraiser must explicitly state that these items will be treated as relocation items or that they will be included in the opinion of value. **Coordination with the Regional Rights of Way Administrator and Relocation Manager is required.** The appraiser shall determine if critical site improvements may be relocated on the property or whether a suitable alternative is possible. For improved tracts (except ODA's) the appraiser will contact the relocation agent prior to meeting the property owner. It is required for the relocation agent to be present during the appraiser's inspection of each tract that

involves relocation items. Verification from the appropriate regulatory agency must be obtained regarding the feasibility of relocating or replacing site improvements. The Regional Rights of Way Administrator should be notified if verification cannot be obtained. If replacement of the item is not possible, the resulting effect on highest and best use and market value must be thoroughly evaluated and explained.

Paragraph 25 - Description of the Remainder

The description of the remainder must specifically address changes caused by the acquisition regardless of the effect on value. This will assure the property owner and the right of way agent that all relevant issues have been analyzed for their potential impact. Changes should be described and quantified to the extent possible by considering items such as: land to building ratios, parking to building ratios, frontage ratios, and other objective means that may be compared to the “before” condition of the subject property and the comparables. Careful consideration should also be given to changes in use, proximity, zoning conformity, road grade, shape, severance, maneuverability within the site, loss of amenities, and any other factors that might affect market value. If the appraisal reflects a simple acquisition, with no significant effect on the remainder, the appraiser may refer to the description given in Paragraph 20.

Paragraph 26 - Highest and Best Use (After)

The highest and best use of the property after the acquisition must reflect conditions after construction of the project. An opinion of highest and best use must be developed in a manner consistent with the instructions provided in Paragraph 21. Consideration should be given to any possible change in legal conformity, in addition to any physical changes as a result of the acquisition. If the highest and best use (after) is different from the highest and best use (before), a thorough discussion and adequate support must be incorporated into this analysis. If the appraiser’s opinion of highest and best use is unchanged, a statement of highest and best use (after) is sufficient.

Paragraph 27 - Value after the Acquisition

All applicable approaches to value should be demonstrated. The appraiser must state why any approach is omitted. Each approach should be developed independently of the others to the greatest degree possible. All aspects of the property affected by the acquisition such as size, utility, parking, frontage, road grade, setback, zoning conformity, shape, and other impacts should be considered and quantified to the greatest degree possible for analysis and comparison to the “before” condition and the comparable data. The value after the acquisition will reflect any compensable damages and/or benefits to the remainder as a result of the acquisition and construction of the project. Consideration should be given to one or more of the following methods for support of damages and/or benefits:

1) Paired sales analysis

- 2) Statistical analysis
- 3) Change in net operating income or investor risk
- 4) Cost to cure

At a minimum, the appraiser must provide sufficient discussion to satisfy SCDOT requirements and the reviewing appraiser.

Under the Principle of Substitution, the value of site improvements should be based on the items' contributory value as opposed to replacement cost. The appraiser must consider the item's function and the benefits provided by the improvement in deriving an opinion of value after the acquisition. The appraiser must also determine:

- Whether adequate area is available to replace the items according to zoning and DHEC requirements
- Whether alternative services are available
- Whether zoning variances may be reasonably granted

The appraiser must appraise the remainder as a whole after the acquisition. Merely subtracting the value of the acquisition from the Before Value Estimate to arrive at the After Value Estimate is unacceptable. The appraiser must state the value derived under each approach.

Paragraph 28 - Resolution of After Value and Value Estimate

Please refer to Paragraph 23.

Paragraph 29 - Uneconomic Remainder

An uneconomic remnant is, "a parcel of real property in which the property owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner." (49 CFR 24.2). Alternative utilization should be considered within the context of zoning, setbacks, and other minimum legal and market requirements. The appraiser should also consider the plausibility of assemblage with adjoining properties. The diminution in the per unit land value before the acquisition from reduced utility is reported as damages in the form of a percentage reduction. The appraiser should inform the Assistant Director of Right of Way for Appraisals and/or designee of possible opportunities to mitigate damages to adjacent or contiguous parcels using uneconomic remnants.

9) DISTRIBUTION OF VALUES: (Paragraphs 30 – 33)

Paragraph 30 - Distribution of Before and After Values

This paragraph will allocate the “before” and “after” values of the different components. Site improvements should be broken out and shown separately when they contribute significantly to value. The sum of the differences between the components “before” and “after” the acquisition is the value of the total acquisition including land, buildings, and site improvements located within the new right of way, plus damages, less benefits to the remainder. In the event the “after” value estimate exceeds the “before” value estimate, the difference will be the amount by which the property has been benefited by the acquisition and improvements. Benefits must be specific to the subject property in order to be compensable. However, it should be noted that specific benefits can accrue to multiple properties. Benefits are considered specific if market value of adjacent properties is enhanced as a result of the project. ***(For additional information regarding specific benefits as they apply to eminent domain acquisitions please refer to Wilson vs. Greenville County, 110 S.C. 321 (1918) a summary of which is included in the addendum of this manual).*** It is possible for benefits to offset damages and the value of the acquisition however, the value of the acquisition less benefits shall not be less than zero. The “after” value must still be stated in the report, even when benefits offset the value of the acquisition.

Paragraph 31 - Distribution of Value Components

This paragraph will allocate the different components that comprise the total value of the acquisition. The total for the acquisition includes the sum of the value components for the land, buildings, and site improvements located within the new right of way, plus damages, less benefits to the remainder and will equal the total of paragraph 30.

Paragraph 32 - Final Statement of Value

The reconciled values before and after the acquisition from paragraphs 23 and 28 are reported with the difference representing the value of the acquisition including land and improvements located within the new right of way, plus damages, less benefits to the remainder. The difference between the indicated value of the property before the acquisition and the indicated value of the remainder after the acquisition will equal the total of paragraphs 30 and 31. The difference shall not be less than zero.

Paragraph 33 - Fair Market Rental

The appraiser shall indicate the fair market monthly rental for any building improvements located within the new right of way and on any buildings located outside the new right of way when the current property owner or occupant will be displaced as a result of the acquisition. The date of appraisal must be within 15 calendar days of the date of inspection.

This page must be manually dated and signed in blue ink by the appraiser and co-signed by any other appraiser that contributed significantly to the report. The primary signature must be the contracting appraiser. All

contents, analyses, and conclusions in the report are the responsibility of the contracting appraiser.

10) ASSUMPTIONS AND LIMITING CONDITIONS:

The appraiser(s) shall include a statement of assumptions and limiting conditions affecting the data, analyses, conclusions, and opinions contained in each appraisal. Any specific or extraordinary assumptions or limiting conditions must be approved by the Assistant Director of Right of Way for Appraisals and/or designee.

11) CERTIFICATE OF APPRAISER:

A Certificate of Appraiser must be included with each appraisal. The opinion of fair market value must agree exactly with the amounts indicated in paragraphs 30, 31, and 32 of the report. The date of the certificate cannot be prior to the date of valuation. This page must be dated and signed by the appraiser. The appraisal must contain a separate certificate for any appraiser who contributed significantly to the report. All contents, analyses, and conclusions in the report are the responsibility of the contracting appraiser.

12) ADDENDA:

An addenda is not required, however any applicable information such as deeds, contracts for sale, leases, tax maps, zoning maps, flood maps, soil maps, contractor estimates, or other items that support the conclusions reached in the appraisal and/or aid in the description of the property should be attached at the end of the appraisal.

D. Instructions for Preparation of Nominal Value Appraisal

The Nominal Value Appraisal will be used when valuing simple acquisitions. This format may **not** be used when damages other than a simple cost to cure (not to exceed \$50,000.00) occur to the remainder. The following items must be included in the report:

- Cover Sheet - paragraphs 1-3
- Appraisal Details and Requirements – paragraphs 4-11
- Subject Location Map
- Subject Photographs
- Subject Property Sketch/Plat
- Subject Floor Plan (if applicable)
- Report Narrative – paragraphs 12-17
(NOTE: Description of the Realty must include a list of items, if any, to be covered under Relocation Assistance.)

Allocation of Value – paragraph 18

Distribution of Value – paragraphs 30-33

Certificate of Appraiser

- Addenda - including any applicable items such as:
- Contractor Cost Estimates/Proposals
- Deed
- Zoning Map
- Tax Map
- FEMA Flood Map
- Soil Map
- Other Applicable Exhibits
- Agent Worksheet (known as 1st Sheet)

All pages in the appraisal will be consecutively numbered. Each paragraph must be numbered and titled as set forth in these instructions in the order presented. Any specific or extraordinary assumptions or limiting conditions must be approved by the Assistant Director of Right of Way for Appraisals and/or designee.

9) COVER SHEET: (Paragraphs 1 – 3)

Paragraph 1

Location and ownership information will be furnished by the right of way agent on SCDOT Right of Way Form 809. The appraiser must assume reasonable responsibility for the accuracy of this information. A space is provided on this page for a front view of the subject property.

Paragraph 2 - (Required by Sec. 24.102c of Uniform Act)

NOTE: It is required by Federal Law that the property owner or his designated representative be given the opportunity to accompany the appraiser on an inspection of the property prior to the property being appraised.

This paragraph will indicate how the property owner was contacted, when the property was inspected, and if the property owner or his representative accompanied the appraiser during the initial inspection. If the property owner was not present, an explanation must be provided. The invitation to the property owner must be documented. The appraiser will mail a letter by certified mail to the landowner and/or his designee and attach a copy of the postal service certification label and landowner letter in the addendum section of appraisal. If the tract has multiple property owners, only one letter is required to be sent to the point of contact for said tract. The right of way agent's worksheet will have a point of contact for multiple property owners. A tenant, unless specifically designated by a property owner, is not considered the property owner's representative.

Every effort must be made by the appraiser to arrange a mutually agreeable time for the property owner to be present during the inspection if he desires. If the property owner wishes to accompany the appraiser he should make arrangements to either be present within a reasonable length of time from the appraiser's invitation or designate a local representative or agent to appear for him.

Paragraph 3

The name and certification number of the appraiser(s) preparing the report and the appraisal firm with whom they are associated must be provided.

1) APPRAISAL DETAILS AND REQUIREMENTS: (Paragraphs 4-12)

Paragraph 4 - Property Rights Appraised

Right of way acquisitions shall be valued as fee simple interest. The estimate of value must reflect the entire bundle of rights unencumbered unless otherwise instructed by Assistant Director of Right of Way for Appraisals and/or Assistant Director of Right of Way for Acquisitions.

Paragraph 5 - Purpose of the Appraisal

The purpose of the appraisal is "to estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project."

Paragraph 6 - Intended Use

The intended use of the appraisal is to assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.

Paragraph 7- Intended User

The intended users are South Carolina Department of Transportation, its Rights-of-Way Department, its Right-of-Way Consultants, its Legal Department and Associate Legal Counsel.

Paragraph 8 - Exposure Time

The appraiser must develop an estimate of reasonable exposure time on which the appraised values are based. It should be specific to the subject property type and the subject market conditions. Exposure time may be stated as a range.

Paragraph 9 - Five-Year Sales History

The appraisal must contain a sales history of the subject property for the five years prior to the acquisition. If the property, or a portion of the property, has changed ownership within the past five years, the appraiser must report the confirmed sales price and date of sale for each transfer along with any other pertinent facts related to the transaction. If there has been a recent sale of the subject, the appraiser must determine if alterations to the property occurred subsequent to the sale and to what extent they might affect market value. If the sale of the subject is not used in the valuation process, the appraiser must explain why. If no transfers of the subject property have occurred within the past five years, the appraiser must report the date the present property owner acquired the property, the deed book and page of record, if recorded, and any other facts pertinent to ownership.

Paragraph 10 - Current Listing

If the subject property is being marketed as of the date of appraisal, the appraiser must report the current listing information. The appraiser must also report any pending contracts for sale of the property.

Paragraph 11 - Assessment and Taxes

The current assessment information for the property must be reported. Any special or atypical assessments must be described and analyzed for its potential impact on value. It should be noted if the most recent assessment does not represent the current property description or status. The analysis of the current assessment and taxes should include a review of any appeals filed since the last reassessment.

Paragraph 12 - Current Zoning Analysis

The appraiser must provide a complete zoning analysis of the property. The analysis must state whether the property is a conforming or nonconforming use based on the minimum requirements set forth under the local ordinance. If the property is nonconforming the appraiser must address in the report whether this impacts value and, if so, to what extent.

2) SUBJECT LOCATION MAP:

A map showing the location of the subject property and the defined neighborhood shall be included. City and county maps are acceptable.

3) SUBJECT PHOTOGRAPHS:

Photographs of the property must be attached and identified. Computerized color digital images re-produced on a color printer are acceptable. This page must also include the property address/location, photograph date, and identification of the photographer. Photographs must show all improvements acquired and/or affected by the acquisition, any unusual

features, and the area being acquired. The location and direction of the photograph should be indicated on the property sketch.

4) SUBJECT PROPERTY SKETCH:

The property sketch or plat should provide an accurate depiction of the property and the acquisition's impact, both in the before and in the after, and must include any cost to cure. It is not required to be to scale. All new right of way areas shall be shaded. The present and new right of ways shall be identified and labeled. A copy of the highway plan sheet is not an acceptable substitute for the sketch. The sketch can either be hand drawn or computer generated. The sketch must include the property layout, dimensions, easements, and improvement setbacks from the present and new rights of way. It should also indicate all relevant building and site improvements including septic tank, drain fields, parking areas, sidewalks, driveways, fences, and other items that might be impacted. Personal property including mobile homes, outbuildings, pumps, underground storage or above ground storage tanks, canopies, outdoor advertising signs, on premise signs, ATM's, or other trade fixtures and equipment that might be impacted must be identified but may not be valued in appraisal. See Section VII for examples of minimum requirements.

5) SUBJECT FLOOR PLAN: *(if applicable)*

A sketch of all building improvements affected by the acquisition showing the square footage calculations must be provided. The standard format should be used if significant building improvements are impacted.

6) REPORT NARRATIVE: (Paragraphs 13-17)

Paragraphs 13 - Scope of Work

The scope of work is a written set of expectations that form an agreement or understanding between the appraiser and SCDOT as to the specific requirements of the appraisal, resulting in a report to be submitted to SCDOT by the staff or fee appraiser. The scope of work includes, but not limited to, property right(s) being appraised; date of appraisal valuation and date of report; location and zoning; highest and best use and present use; identification of the intended use and user; definition of fair market value as defined by the Uniform Act 49 CFR24.2 (a) (3); proper notification of the landowner requirements for property inspection; 5-year sales history of the property; statement of assumptions and limiting conditions; appraiser certification. The SCDOT Appraisal Manual provides guidance on the scope of work. SCDOT reserves the right to change the scope of work as needed during the appraisal process. An agreed upon scope of work specific to the appraisal tract will be discussed by the appraiser which will also include the reason for the report format chosen. The appraiser will also include a statement regarding whether project influence exists, and if so, the steps taken to mitigate the project influence.

Paragraph 14 - Description of Property Before and After the

Acquisition

A summary description of the physical and legal characteristics of the property before and after the acquisition must be provided. The description should note all relevant characteristics and/or unusual conditions. The standard format should be used if significant changes accrue to the property as a result of the acquisition or if significant improvements are impacted. Differences in the before and after conditions must be summarized and discussed.

Paragraph 15 - Highest and Best Use Before and After

The support and rationale for the appraiser's opinion of highest and best use before and after the acquisition must be summarized in this paragraph. The standard report format should be used if significant changes in highest and best use accrue to the property as a result of the acquisition.

Paragraph 16 - Description of the Area Acquired

The area to be acquired and all site improvements located within the new right of way must be described. Adequate support for costs to cure must be included in the addendum. Items located within the **existing** right of way should be identified but not included in the estimate of value. Personal property located within the new right of way must be identified but not included in the appraised value. Any questions regarding personal property should be discussed with the Assistant Director of Right of Way for Appraisals and/or designee.

Paragraph 17 - Valuation Analysis and Supporting Data

The value of the land acquisition will be estimated using the sales comparison approach and a minimum of three comparable sales. Listings may be used as additional support. If adjustments are necessary, the appraiser's analysis is to be exhibited in grid form. All adjustments must be market-derived and explained in the appraisal. Greater explanation and analysis is required whenever more subjective or higher than normal line item adjustments are used.

The following are examples of site improvements, shall be addressed in the appraisal as contributory value or cost to cure. If cost to cure is needed, then a contractor bid or an estimate from an engineer is required unless approved by the Assistant Director of Right of Way for Appraisals and/or designee:

- Signs (brick and mortar, lighted, shopping center, apartment complex, any sign that requires a laborer to rebuild).
- Septic tanks & wells.
- Landscaping such as shrubs, trees, and vegetation buffers.
- Irrigation (residential, commercial and agricultural)
- Fence (wooden, split rail, vinyl, brick, decorative, ornamental, loss of linear footage, etc.)

- Fire Pits (dry fire hydrants connected to commercial buildings for fire protection).

The above is not intended to be a comprehensive listing of all site improvements.

Under the Principle of Substitution, the value of site improvements located within the new right of way should be based on the items' contributory value as opposed to replacement cost. The appraiser must consider the item's function and the benefits provided by the improvement in deriving an estimate of value after the acquisition. The appraiser must also determine:

- Whether adequate area is available to replace the items according to zoning and SCDHEC requirements
- Whether alternative services are available
- Whether zoning variances may be reasonably granted

The standard appraisal format is required if damages are likely to accrue to the property as a result of the acquisition and the loss of site improvements.

Costs to cure must be considered reasonable based on the property's highest and best use. The appraiser must obtain bids or estimates from a qualified contractor or engineer. Bids or estimates provided by the property owner cannot be used in the appraisal report, unless approved by the Assistant Director of Right of Way for Appraisals and/or designee.

7) ALLOCATION OF VALUE: (Paragraph 18)

This paragraph will allocate the different components that comprise the total value of the acquisition. The total for the acquisition includes the sum of the value components for the land and improvements located within the new right of way, plus damages that may be supported by a cost to cure. The report must be submitted within 15 calendar days of the date of inspection. This page must be dated and signed by the appraiser and co-signed by any other appraiser that contributed significantly to the report. The primary signature must be the contracting appraiser. All contents, analyses, and conclusions in the report are the responsibility of the contracting appraiser.

8) ASSUMPTIONS AND LIMITING CONDITIONS:

The appraiser(s) shall include a statement of assumptions and limiting conditions affecting the data, analyses, conclusions, and opinions contained in each appraisal. Any specific or extraordinary assumptions or limiting conditions must be approved by the Assistant Director of Right of Way for Appraisals and/or designee.

9) CERTIFICATE OF APPRAISER:

A Certificate of Appraiser must be included with each appraisal. The opinion of value must agree exactly with the amount indicated in paragraph 18 of the report. The date of the certificate cannot be prior to the date of valuation. This page must be dated and signed by the appraiser. The appraisal must contain a separate certificate for any other appraiser that contributed significantly to the report. All contents, analyses, and conclusions in the report are the responsibility of the contracting appraiser.

10) ADDENDA:

An addenda is not required, however any applicable information such as deeds, contracts for sale, leases, tax maps, zoning maps, flood maps, soil maps, contractor estimates, or other items that support the conclusions reached in the appraisal and/or aid in the description of the property should be attached at the end of the appraisal.

E. Specialized Equipment, Machinery, Trade Fixtures & Timber

The Assistant Director of Right of Way for Appraisals and/or designee should be contacted to determine whether equipment, machinery or trade fixtures are to be considered personal or real property. In the event an appraisal assignment requires the valuation of specialized equipment, machinery, trade fixtures, mineral deposits, or timber, the appraiser may employ a specialist or consultant for assistance. The Assistant Director of Right of Way for Appraisals and/or designee must approve payment for contractor services or specialists deemed necessary after the contract date. SCDOT shall have the right to approve or reject any firm or individual that the appraiser may propose to use as a subcontractor or employee for the purpose of preparation of the appraisals herein set out.

F. Moving Items/Relocation Items

Moving items are defined as-items that are moved clear of the new rights of way during construction by SCDOT personnel or SCDOT's construction contractor and shall not be valued in the appraisal.

These items are considered moving items and addressed as moving items in the appraisal.

- Fence (barbwire, chain link and hog wire)
- On-premise signs that do not require a laborer to rebuild such as (on skids, wheels, and 4x4 post or smaller)

Monitoring Wells

Relocation Items are defined as- items deemed to be personal property that are moved clear of the new rights of way prior to the start of construction through SCDOT's Relocation Assistance Program. Oversight of the Relocation Assistance Program is through the SCDOT Relocation Manager.

The following are examples, but not limited to personal property that are treated as relocation items and not valued in the appraisal: vehicles, boats, shipping containers,

mobile homes, fuel dispensers, outdoor advertising signs (billboards), business inventory, trade fixtures and FF&E (Fixtures, Furniture and Equipment). **Coordination with the Relocation Manager, Assistant Director of Right of Way for Appraisals and Relocation Agent is required to identify actual relocation items. All relocation items must be identified in the appraisal.**

G. Temporary Rights of Way

Temporary Rights of Way will be obtained by use of a Right of Way Easement and value will be based on the market value of ground leases or rents. It will be the appraiser's responsibility to correctly identify the effects the easement has on the remainder during the term of construction. **Prior to writing an appraisal, coordination with the Assistant Director of Right of Way for Appraisals is required to determine the length of time to be used in the valuation of temporary right of way.**

SECTION IV: APPRAISAL REVIEW

A. General

OFFERS ON ALL PROPERTIES:

- The SCDOT Assistant Director of Right of Way for Appraisals or his designee(s) must set just compensation prior to all written offers, whether they are from an appraisal or the waiver valuation.
- **All appraisals will be reviewed and approved in accordance with the procedures of this section.**

Appraisals should be reviewed and released within 15 calendar days of receipt. If a review cannot be completed within 15 calendar days, the Assistant Director of Right of Way for Appraisals and/or designee must approve a request for an extension before the deadline expires.

B. Technical Appraisal Review Policies

- 1) The technical review appraiser must field inspect each subject property.

When practical, all sale and lease comparables require a field inspection to verify the information contained in the Comparable Data Brochure. If a physical inspection is not practical, the technical review appraiser should make every attempt to view the property using county tax maps, satellite imagery or similar means. The reviewing appraiser must sign the cover page of the Sales Brochure documenting the verification of sales/lease information and inspection.

- 2) If two or more appraisers are appraising the same or an adjacent project, the technical review appraiser must reconcile any wide variations in adjustments and/or values that might exist. Inconsistencies should be discussed with the SCDOT Assistant Director of Right of Way for Appraisals and/or designee.
- 3) The technical review appraiser will ensure that all appraisals are prepared in accordance with the Appraisal Manual and the Uniform Standards of Professional Appraisal Practice (USPAP) and meet the appraisal requirements under *49 CFR Part 24* of the Uniform Act. The technical review appraiser is responsible for ensuring that the Larger Parcel is correctly identified and the property is properly identified under the Unit Rule as outlined in the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- 4) The technical review appraiser will determine that the appraisal:
 - a. Follows accepted appraisal principles and techniques in the valuation of real property.

- b. Adequately identifies and addresses differences between the “before” and “after” conditions.
- c. Consistently values similar properties throughout the project(s) and applies damages and benefits correctly and consistently.
- d. Properly identifies the larger parcel in both the “before” and “after” conditions.
- e. Locates and correctly identifies relevant items as real property, personal property, or relocation items in the appraisal report.
- f. Includes consideration of all compensable items including damages, and/or benefits and does not include compensation for relocation items or items considered non-compensable.
- g. Contains the difference in the estimated value of the property before and after the acquisition and provides an allocation of value between land, improvements, damages and/or benefits to the remainder.
- h. Correctly identifies and adequately supports the value of any uneconomic remainder(s).
- i. Uses verified sales, and income data derived from the market. *Cost data must be derived from the market when the Cost Approach is heavily weighted.*
- j. Coincides with the current plans for the project.
- k. Contains correct mathematical calculations that are reasonable and well supported.
- l. Comment specifically on the review sheet regarding the adequacy and relevance of appraisal data, whether the proper adjustments were made, the appraisal methods used and any approaches to value exclusions, the description of the acquisition, whether or not the fair market value is appropriate and reasonable, and the highest and best use analysis before and after the acquisition.
- m. Include on the review sheet all site improvements within the area of acquisition, cost to cure items, and damages stated in the appraisal.
- n. Report whether or not any revisions were requested by the reviewer and if they were received.

- 5) The technical review appraiser shall identify each appraisal report as **recommended** (as the basis for the establishment of the amount believed to be just compensation), **accepted** (meets all requirements, but not selected as recommended or approved), or **not accepted**.
- 6) When deficiencies are noted in the appraisal, the technical reviewer appraiser may:
 - a. Request in writing, by telephone, or in person that the appraiser provide corrections, clarifications, or additional documentation to the report. If requested in writing, a copy of the request will be placed in the reviewer's file. Telephone and personal contact shall be documented in the technical reviewer's file.
 - b. Arrange a conference with the appraiser in order to resolve questions and/or deficiencies. The date and substance of the conference will be stated in a memo and retained in the technical review appraiser's file.
 - c. Recommend a new appraisal to the Assistant Director of Right of Way for Appraisals.

Corrections are due within 15 calendar days from completion of review.
The appraisal cannot be recommended and/or approved until corrections are received.
- 7) If two or more appraisals are prepared for the same parcel, the technical reviewer must evaluate the strengths and weaknesses of each report and submit a recommendation of the appraisal that best supports an opinion of value to the Assistant Director of Right of Way for Appraisals. If neither appraisal is acceptable, the technical reviewer may request an additional opinion after consultation with the Assistant Director of Right of Way for Appraisals and/or designee

C. Offers of Compensation

The appraisal review will be prepared on **SCDOT R/W Form 151-A and will be forwarded to the Headquarters Rights of Way Office**. Appraisal reviews must be signed by the reviewing appraiser and should accompany the Headquarters Rights of Way Office Appraiser copy, Regional Rights of Way Office copy and right of way agent copy of appraisal reports. An administrative review and signature by an SCDOT Rights of Way employee is required for all review reports prior to an offer being made.

1. If technical review appraisal is performed by Fee Review Appraiser his signature recommends just compensation to SCDOT. See items 2, 3, 4 and 5 for approval for negotiations.

2. If under \$250,000 a technical review will be performed by a fee/staff appraiser. The staff appraiser's signature indicates approval for negotiations. The fee appraiser will submit recommended appraisal to Assistant Director of Right of Way for Appraisals and/or designee for administrative review.

3. If over \$250,000, a technical review will be performed by a fee/staff appraiser and forwarded to the Assistant Director of Right of Way for Appraisals and/or designee for approval for negotiations.

4. If there are any damages over \$100,000 and/or benefits, a technical review will be performed by a fee/staff appraiser and forwarded to the Assistant Director of Right of Way for Appraisals and/or designee for approval for negotiations.

5. Desk Review by the Assistant Director of Right of Way for Appraisals and/or designee, in addition to a technical review, is required where benefits exceeds damages or where acquisition values are in excess of \$500,000. The desk review prepared by the Assistant Director of Right of Way for Appraisals and/or his designee will serve as setting just compensation.

D. Administrative Appraisal Review Policy

The Administrative Appraisal Reviewer must be an SCDOT Rights of Way employee who must set just compensation for appraisals from fee technical review appraisers (49 CFR 24.102) (d). This employee is not required to be licensed as an appraiser. This administrative review is not binding by Uniform Standards of Appraisal Practice (USPAP). The SCDOT administrative reviewer is responsible for ensuring that all appraisals are prepared in accordance with SCDOT's Appraisal Manual and meet the appraisal requirements under *49 CFR Part 24* of the Uniform Act (23 CFR 710.201(a)).

1) The administrative appraisal reviewer is responsible for ensuring the appraisal:

- a.** Ensures fee simple property rights are valued unless otherwise instructed. Ensures appraiser signs report and review report.
- b.** Adequately identifies and addresses differences between the "before" and "after" conditions of the subject property. (i.e. sketch & pictures)
- c.** Consistently values similar properties throughout the project(s) and applies damages and benefits correctly and consistently.
- d.** Properly identifies the larger parcel in both the "before" and "after" conditions.
- e.** Locates and correctly identifies relevant items as real property, personal property, or relocation items in the appraisal report.
- f.** Includes consideration of all compensable items including damages, and/or benefits and does not include compensation for relocation items or items considered non-compensable.
- g.** Contains the difference in the estimated value of the property before and after the acquisition and provides an allocation of

value between land, improvements, damages and/or benefits to the remainder.

- h. Correctly identifies any uneconomic remainder(s).
- i. Coincides with the current plans for the project and the review sheet correctly states acquisition size.
- j. Contains correct mathematical calculations and appraisers are using the most current appraisals templates.

E. Revisions to Market Value

Plan revisions resulting in a minor increase or decrease in the acquisition amount require a new appraisal review form. Reasons for the revised review must be stated. If the revision results in only a minimal change in the original estimate of value, no new appraisal is required. A new appraisal reflecting the plan revisions must be prepared if the revision might alter the estimated unit value of the appraiser or the opinion of damages or benefits. The Assistant Director of Right of Way for Appraisals and/or designee will make the final determination. Revised review sheets will be forwarded to the Headquarters Rights of Way Office.

F. Coordination Responsibility

The Assistant Director of Right of Way for Appraisals and/or designee are responsible for coordination with the appraiser, administrative appraisal reviewer, Regional Rights of Way Administrator, engineering personnel, rights of way agent and relocation manager to ensure all information is current.

Project ID No.		County	Tract(s)
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APPRAISAL FORMS

SCDOT RW Form 100B (06-2017)

SCDOT COST ESTIMATE

SCDOT Form 100A SCDOT Form 100B

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Compiled By:</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Signature</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">NAME</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Chief Appraiser</div> <div style="border: 1px solid black; padding: 2px;">TITLE</div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Estimates under \$20,000 approved for negotiations, excluding those with damages.</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Authorized SCDOT Representative</div> <div style="border: 1px solid black; padding: 2px;">Date:</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">SUMMARY</th> <th style="width: 15%;">Total Cost</th> </tr> </thead> <tbody> <tr><td>Right of Way (Land)</td><td>\$ -</td></tr> <tr><td>Site Improvements</td><td>-</td></tr> <tr><td>Building Improvements</td><td>-</td></tr> <tr><td>Damages/Costs to Cure</td><td>-</td></tr> <tr><td>Relocation Costs</td><td>-</td></tr> <tr><td>Acquisition/Personnel Services</td><td>-</td></tr> <tr><td>Contingencies</td><td>-</td></tr> <tr><td>Miscellaneous</td><td>-</td></tr> <tr><td>Total</td><td>\$ -</td></tr> </tbody> </table>	SUMMARY	Total Cost	Right of Way (Land)	\$ -	Site Improvements	-	Building Improvements	-	Damages/Costs to Cure	-	Relocation Costs	-	Acquisition/Personnel Services	-	Contingencies	-	Miscellaneous	-	Total	\$ -
SUMMARY	Total Cost																					
Right of Way (Land)	\$ -																					
Site Improvements	-																					
Building Improvements	-																					
Damages/Costs to Cure	-																					
Relocation Costs	-																					
Acquisition/Personnel Services	-																					
Contingencies	-																					
Miscellaneous	-																					
Total	\$ -																					

Project ID No.	0	Road/Route	0	County	0
----------------	---	------------	---	--------	---

Tract#	Last Name	Area	/sf Ac.	Description of RW including Improvements, Damages, & Costs to Cure	Estimated R/W Costs	Type N/S	No. of Appr's	Relocation Costs	Acquisition/Personnel	Remarks

Project ID No.		County	Tract(s)
----------------	--	--------	----------

SCDOT UPDATED WAIVER VALUATION FORM

Project ID No.: _____ Road/Route: **Choose an item.** _____ County: _____

ORIGINAL ESTIMATES

Tract # : _____ x \$ _____ (\$/Unit) = \$ _____ (Land) + \$ _____ (Site/Bldg) +
\$ _____ = **Total Original Estimate of \$**

Description of Changes

--

UPDATED ESTIMATES

Tract # : _____ x \$ _____ (\$/Unit) = \$ _____ (Land) + \$ _____ (Site/Bldg) +
\$ _____ = **Total Revised Estimate of \$**

This Waiver Valuation is being prepared by a SCDOT employee that has sufficient understanding of the local real estate market, reviewed projected acquisition costs and has received necessary training to be qualified to make the waiver valuation for SCDOT under 24 CFR 102 (c)(2).

Estimates under \$20,000.00 approved for negotiations, excluding those with damages, cost to cure or benefits.

Compiled By:

Authorized SCDOT Representative:

<p>_____ Signature Name, Title</p>	<p>_____ Signature SCDOT Rep., Title Date:</p>
--	--

SCDOT Form 100C

Project ID No.		County	Tract(s)
----------------	--	--------	----------

AREA, CITY, AND NEIGHBORHOOD ANALYSIS

Project ID No.		County	Tract(s)
----------------	--	--------	----------

COMPARABLE LOCATION MAP

Insert Image

Project ID No.		County	Tract(s)
----------------	--	--------	----------

COMPARABLE SALE NO.

SECTION I: IDENTIFICATION

Type Sale: Click for List, (Describe if "OTHER")			
Address:		City:	County:
Tax Map No.:	Plat Ref.:	Deed Book: (enter 5 characters)/(enter 4 characters)	
Grantor:		Grantee:	
Zoning:			Conformity: Legal Conforming
Sale Price: \$	Date:	Financing:	
Functional Obsolescence: (Describe if "OTHER")		Verification:	

SECTION I: SITE DESCRIPTION

Present or Intended Use: Click for List, (Describe if "OTHER")			Site Size: sf
road grade	Shape:	Topography:	
Corner:	<u>Ingress/Egress</u>		
	Primary Road:	Secondary Road(s):	
	Additional Comments		
Primary Frontage (Front Feet):		Total Frontage (Front Feet):	
Site Improvements:			No. Parking Spaces:
Utilities:			

SECTION I: DESCRIPTION OF IMPROVEMENTS

Business Name (if applicable):		
Improvement Size:	Construction:	Condition:
Effective Age (yrs):	Actual Age (yrs):	
Deferred Maintenance:		
HVAC:	Plumbing:	
Additional Features:		
Renovations/Additions (year/description):		
Furniture, Fixtures & Equipment:		

SECTION I: ADDITIONAL COMMENTS

--

Project ID No.		County	Tract(s)
----------------	--	--------	----------

This Comparable is located on the Project: ☐ Tract Number:

LEASE / FINANCIAL INFORMATION (if applicable)

PGIM:		Vacancy and Collection:	%	NOI:	\$
EGIM:		Expense Ratio:	%	OAR:	%
Annual Rent/SF:	\$	Gross Profit Multiplier:			
Additional Information:					

INDICATORS

Price per SF (Building):	\$	Price per SF (Land):	
Adjusted Price per SF:	\$	Adjusted Price per SF (Land):	
L:B		SF:Primary Frontage:	
SF:Parking:		SF:Total Frontage:	

Date of Inspection: _____

Unadjusted Price Per _____ : square foot

Inspecting Appraiser _____
 S.C. Certified General Real Estate Appraiser No. CG _____
 Reviewing Appraiser (if applicable) _____

Project ID No.		County	Tract(s)
----------------	--	--------	----------

COMPARABLE RENTAL NO.
(Attach Photo on Additional Sheet)

SECTION I: IDENTIFICATION

Property Type: Click for List, (Describe if "OTHER")		Property Name:
Address:	City:	County:

SECTION I: GENERAL LEASE DATA

Lessor:		Lessee:	
Initial Annual Rent: \$ per square foot		Lease Inception Date:	
Current Annual Rent: \$ per square foot		Occupancy:	
Type Lease: Monthly,	Lease Terms:	Initial Term: years	
Options:		Verification:	
Owner Expenses: Taxes <input type="checkbox"/> , Utilities <input type="checkbox"/> , Janitorial <input type="checkbox"/> , Insurance <input type="checkbox"/> , Ext. Maintenance <input type="checkbox"/> , Int. Maintenance <input type="checkbox"/> , Management <input type="checkbox"/> , Reserves <input type="checkbox"/> , Other <input type="checkbox"/> (Explain in Comments)			

SECTION I: SITE DESCRIPTION

Site Size:	Shape:
Access: , - (Additional Comments)	
Topography:	Utilities:
Corner:	

SECTION I: DESCRIPTION OF IMPROVEMENTS

Improvement Size: sq. ft.	Finished/Heated SF:	No. Parking Spaces:
Construction:	Condition:	
Effective Age: years	Year Built:	
# Stories:	Foundation:	Roof Type:
Deferred Maintenance:		
Renovations/Additions (year/description):		
Amenities:	Additional Features:	
Furniture, Fixtures & Equipment:		

SECTION I: ADDITIONAL COMMENTS

--

Project ID No.		County	Tract(s)
-----------------------	--	---------------	-----------------

This Comparable is located on the Project: ☐ Tract Number:

Project ID No.		County	Tract(s)
----------------	--	--------	----------

COMPARABLE RENTAL PHOTOGRAPH

Insert Image

Project ID No.		County	Tract(s)
----------------	--	--------	----------

APPRAISAL REPORT

Project ID No.		County	Tract(s)
----------------	--	--------	----------

- (1) Tract Location: **SECTION I:** Tract Location
 Property Owner: **SECTION I:** Property Owner
 Address: **SECTION I:** Address

Insert Image

SECTION I: Front View of Subject Property

PREPARED FOR:
 South Carolina Department of Transportation

- (2) Prior to inspection the owner was contacted Choose an item. and invited to be present during inspection of this property. The tract was inspected on Click or tap to enter a date. and I was accompanied by , .
Required by Sec. 24.102 (c) of Uniform Act.
 Explain: (Why not accompanied, relation of representative, items discussed, etc.)

PREPARED BY:

- (3) **SECTION I:** Appraiser's **SECTION I:**

Firm Name:

SECTION I:

APPRAISAL SUMMARY

(4) Property Owner: **SECTION I:**
Tract Location: **SECTION I:**
Date of Appraisal: **SECTION I:** Date of Value:

(5)	SECTION I: DESCRIPTION	SECTION I: BEFORE	AFTER
	Present Use:		
	Number of Buildings:		
	Primary Improvement Size: (Stated in units of comparison)		
	Building Setback (Feet)		
	# of Feet Building is Above (+), at (0), or Below (-) Road Grade:		
	# Parking Spaces:		
	Corner Influence:		
	Primary Frontage (Linear Feet):		
	Total Frontage(s) (Linear Feet):		
	Ingress/Egress:		
	Primary Road Secondary Road(s)		
	Zoning Conformity:		

(6)	Site Size (SF):	SECTION I:	SECTION I:
	Site Size (Ac.):	SECTION I:	SECTION I:
	Present or Intended Use of Site:	SECTION I:	SECTION I:
	Shape:		
	Size of Acquisition:		

(7)	HIGHEST AND BEST USE		
	As Vacant:		
	As Improved:		

(8)	Annual Market Rent per SF:	SECTION I: \$	\$
-----	----------------------------	----------------------	----

(9)	VALUE INDICATIONS		
	Land Value:	\$	\$
	Sales Comparison Approach:	SECTION I: \$	\$
	Cost Approach:	\$	\$

Income Approach:	\$	\$
Final Value Indications:	\$	\$
(10)	Value of Acquisition:	\$

APPRAISAL DETAILS AND REQUIREMENTS

- | | | |
|------|----------------------------|--|
| (11) | PROPERTY RIGHTS APPRAISED: | Fee Simple |
| (12) | PURPOSE OF THE APPRAISAL: | To estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project. |
| (13) | INTENDED USE: | To assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition. |

Market value is defined as “The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

SOURCE: The Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 4th Edition

- (13a) INTENDED USER:** The South Carolina Department of Transportation, its Rights-of-Way Department, its Right-of-Way Consultants, its Legal Department and Associate Legal Counsel.

- (14) EXPOSURE TIME: SECTION I:

- (15) FIVE-YEAR SALE HISTORY:**

SECTION I: Date	Sale Price	Deed Reference
SECTION I:	SECTION I: \$	SECTION I:
SECTION I:	SECTION I: \$	SECTION I:
	\$	
	\$	
Comments:		

- (16) **S** **SECTION I: CURRENT LISTING:** **PENDING CONTRACT:**

- (17) ASSESSMENT AND TAXES:**

Tax Parcel ID #: SECTION I:

Tax Year: **SECTION 1:**

Land Value:	\$	Improvement Value:	\$	Total Assessed Value:	\$
-------------	----	--------------------	----	-----------------------	----

Real Estate Taxes: \$

(18)

SECTION I: CURRENT ZONING ANALYSIS:

District: _____ Current Conformity: _____

MINIMUM REQUIREMENTS:

Front Setback:

SECTION I:

Rear Setback:

Side Setback:

Building Height:

SECTION I:

Parking Spaces:

Road Frontage:

Maximum Building Size:

SUBJECT LOCATION MAP

Insert Image

SUBJECT TAX MAP

Tax Map Number:

Insert Image

SUBJECT ZONING MAP

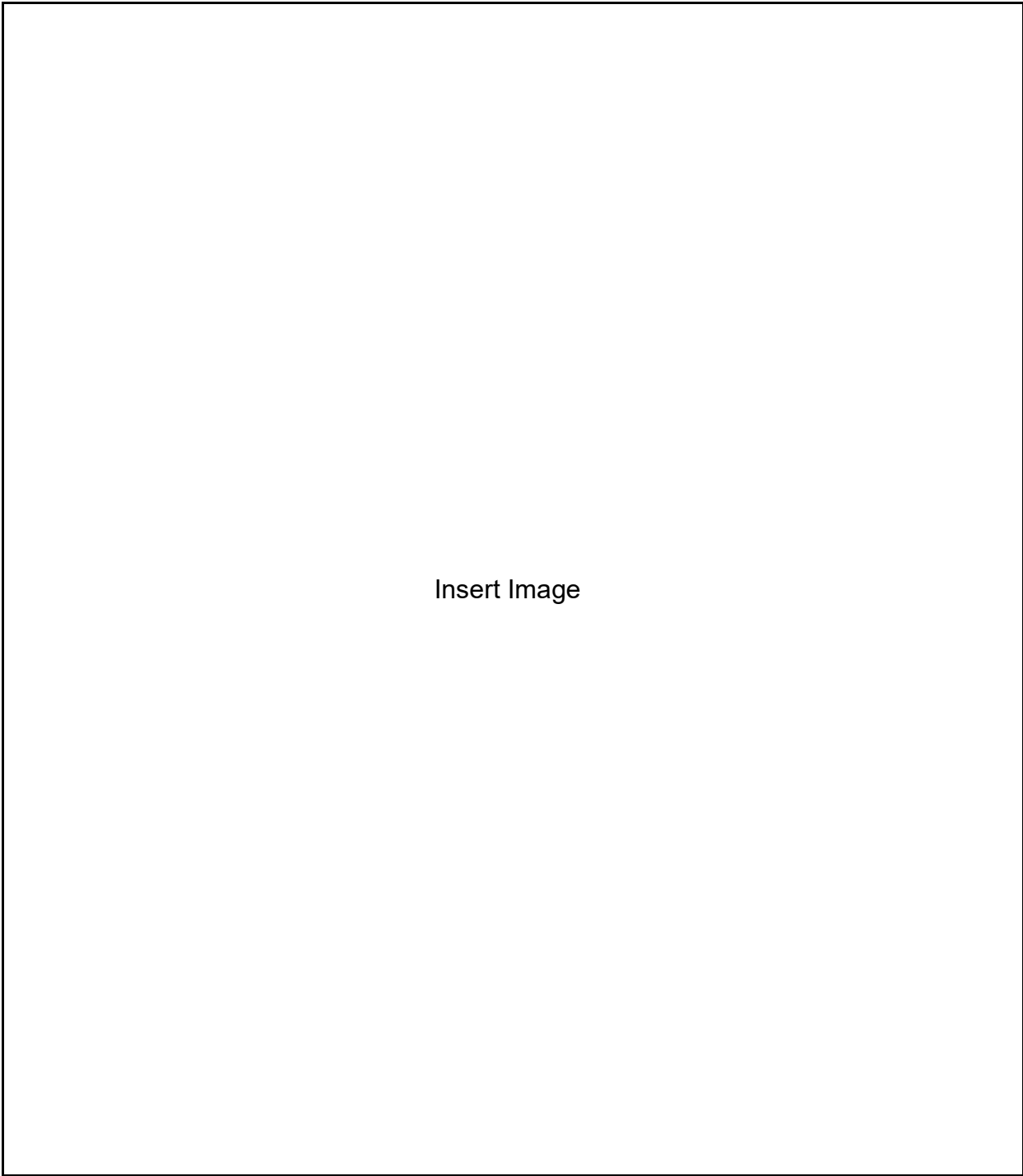
Zoning Classification

Insert Image

FEMA FLOOD MAP

Flood Panel:

Date:



BLANK ADDENDA EXHIBIT

Insert Image

SUBJECT PHOTOGRAPHS (1 - 3)

Address/Location: _____
Photos Taken By: _____ Date of Photos: _____

Enter the location and
direction of the photo

Insert Image

Enter the location and
direction of the photo

Insert Image

Enter the location and
direction of the photo

Insert Image

SUBJECT PLAT / SKETCH

Insert Image

SUBJECT FLOOR PLAN

DESCRIPTION: (Ex. 1st floor, 2nd floor, basement, garage, etc.)

Insert Image

PARAGRAPH 19. SCOPE OF WORK:

The scope of work is a written set of expectations that form an agreement or understanding of the appraisal assignment between the appraiser and SCDOT as to the specific requirements of the appraisal.

The scope of work generally encompasses the following: (except where deviating from the norm is agreed upon with SCDOT (the client) and/or the appraiser; or in the case of instruction from the client as to the desired type of value requested or extent of the written report).

The amount and type of information researched and the analysis applied in an assignment as required by the Uniform Act and SCDOT Appraisal Manual. Scope of work includes, but is not limited to, the following:

The degree to which the property is inspected or identified; The extent of research into physical or economic factors that could affect the property; The extent of data research; and the type and extent of analysis applied to arrive at opinions or conclusions.

Specific Scope of Work: [Specific Scope of Work](#)

Project Influence: The appraiser has disregarded any decrease or increase in the market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. 49 CFR 24.103 (b).

A. Inspection of the subject

This phase of the appraisal involves a physical inspection of the subject property, as specified by the SCDOT Appraisal Manual and Uniform Act. The subject was inspected on [Click or tap to enter a date.](#)

B. Extent of research

This involves the collection of data on national, state, regional and local trends, and an identification and analysis of the social, economic, environmental and governmental forces affecting the market value of the subject property. SCDOT provided plans and ownership information.

C. Extent of data research

Data research involves the inspection of the subject property, the neighborhood and collecting and analyzing data from the market area that affects the value of the subject property. I have performed research of the sales comparables similar to the subject and confirmation of those sales comparables in the past five years. An extensive search of similar properties in County was undertaken. I also talked with real estate agents and appraisers familiar with area.

D. Type and extent of analysis applied to arrive at opinion or conclusion

This phase of the appraisal process involves analyzing all of the previously gathered data and determining the Highest and Best uses of the subject properties within the framework of the supply and demand, legal uses of the subject properties, and possible physical uses of the subject properties as if vacant, or as improved.

The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

The conclusions have been reported in a SCDOT Standard format in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Act and SCDOT Appraisal Manual.

The SCDOT Right of Way plans identify the subject (before size) as Tract containing [] acres or [] square feet of land.

Adequate data was available to complete the analysis. The before value is subject to the extraordinary assumption that the new right of way does not exist and will not exist. The after value is subject to a hypothetical condition recognizing the value of the subject as if new right of way already existed.

Additional Comments:

PARAGRAPH 20-A. DESCRIPTION OF REALTY (BEFORE)**SITE DESCRIPTION**

Present Use	
Site Size	<input type="text"/> acres or <input type="text"/> square feet. It is recommended that a qualified surveyor inspect the subject for existing property lines and easements that are unable to be detected by the appraiser(s).
Curb and Gutters	
Sidewalk	
# of Lanes	
Traffic Level	
Traffic Control	
Shape	
Ingress/Egress	Describe the access to and from the site
Access to the Improvements	Describe the maneuverability within the site and the quality of access to the improvements
Frontage	<input type="text"/> linear feet
Grade at Road Level	
Visibility/Exposure	

Topography	
Drainage	
Flood Plain:	
Map Number	
Date	
Zone	
Landscaping	
Utilities	
Water	
Sewer	
Electricity	
Natural Gas	
Telephone	

Zoning	
Designation	
Uses Allowed	
Easements/ Encroachments	Based upon my inspection and examination of the subject site, as well as my review of plats and deeds of the property, I <input type="text"/> detect adverse easements other than normal utility easements and rights of way. These <input type="text"/> believed to have a detrimental

	impact on property value. Describe adverse conditions, if any. It should be noted that I am not qualified to detect easements and encroachments and legal counsel should be retained if there are any indications of title defects.
Environmental	I am Choose an Item of potential environmental hazards on the property. Describe adverse hazards, if known or suspected. Environmental aspects of the subject property are beyond my expertise. If necessary, I recommend a professional in environmental expertise be retained.
Comments	
Personal Property, FF&E, etc. (Included in the estimate of value)	
Relocation Items (Not included in the estimate of value)	

PARAGRAPH 20-B. DESCRIPTION OF REALTY (BEFORE):

IMPROVEMENT DESCRIPTION

Business Name (if applicable)	
Improvement Size (Stated in Units of Comparison)	
Year Built	
Estimated Effective Age	<input type="text"/> years
Estimated Economic Life	<input type="text"/> years
Type/Quality of Construction	
Additions/Renovations	
Foundation	
Exterior Walls/Windows	
Roof	
Special Features	
Exterior Condition	Overall exterior condition is Choose an Item.

SECTION I: Interior Walls/Ceilings	
SECTION I: HVAC	
SECTION I: Flooring Covering	
SECTION I: Lighting	
Plumbing	
Interior Condition	Overall interior condition is Choose and Item.

SECTION I: Site Improvements	
SECTION I: Parking	
SECTION I: Utility	The property appears to have Choose an Item. utility and amenities for the existing utilization.
SECTION I: Comments	
Personal Property, FF&E, etc. (Included in the estimate of value)	
Relocation Items (Not included in the estimate of value)	

PARAGRAPH 21. HIGHEST AND BEST USE (BEFORE):

Highest and Best Use is defined in The Appraisal of Real Estate – 13th Edition as, “The reasonably probable and legal use of vacant land or an improved property, that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.”

AS VACANT:

Physically Possible:

Legally Permissible:

Financially Feasible:

Maximally Productive:

Therefore, based on the preceding discussion my opinion of the highest and best use of the property, as vacant and available for development, is for utilization.

AS IMPROVED:

Physically Possible:

Legally Permissible:

Financially Feasible:

Maximally Productive:

Therefore, based on the preceding discussion my opinion of the highest and best use of the subject property, as improved, is for utilization.

PARAGRAPH 22. VALUATION BEFORE THE ACQUISITION:

LAND VALUATION (BEFORE):

Land value is derived separately using the sales comparison approach and a minimum of three comparable sales. The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

EXPLANATION OF ADJUSTMENTS:

LAND VALUATION (BEFORE) CONCLUSION:

The subject's land value has been developed using the Sales Comparison Approach to value. [REDACTED] comparable sales have been identified and analyzed on the following adjustment grid(s).

Comments and Summary on the Estimated Unit Value(Before)

The indicated market value of the subject is shown as follows:

	X	\$	per unit	=	\$ 0.00
	X	\$	per unit	=	\$ 0.00
Rounded to:	\$				

Insert Land Sales Adjustment Grid (Before)

PARAGRAPH 22-A. SALES COMPARISON APPROACH TO VALUE (BEFORE)

The following steps are applied in deriving a value via the Sales Comparison Approach:

- 1) Comparable data in the subject market and/or competing market(s) are researched.
- 2) Data is verified as accurate and representative of an arms-length transaction.
- 3) The proper unit(s) of comparison is determined.
- 4) Differences between the subject and the comparables are identified and evaluated.
- 5) Adjustments are applied to the comparables for the relevant elements of comparison.
- 6) The resulting value indications are reconciled into a single value.

EXPLANATION OF ADJUSTMENTS:

SALES COMPARISON APPROACH (BEFORE) CONCLUSION:

☐ comparable sales have been identified and analyzed on the following adjustment grid(s). A complete description of each comparable is provided in the Comparable Data Brochure.

Comments and Summary on the Sales Comparison Approach (Before)

The indicated market value of the subject is shown as follows:

	X	\$	per unit	=	\$ 0.00
	X	\$	per unit	=	\$ 0.00
Rounded to:	\$				

Insert Improved Sales Adjustment Grid (Before)

PARAGRAPH 22-B. COST APPROACH TO VALUE (BEFORE):

The following steps are applied in deriving a value via the Cost Approach:

- 1) Estimate the land value as though vacant.
- 2) Estimate the direct and indirect costs of the improvements new as of the date of appraisal.
- 3) Estimate an appropriate entrepreneurial profit.
- 4) Estimate the total accrued depreciation from physical deterioration, functional obsolescence, and external obsolescence.
- 5) Subtract total depreciation from the total cost new of the improvements.
- 6) Estimate the contributory value of any remaining site improvements
- 7) Add land value to the depreciated cost of the improvements.
- 8) Adjust the indicated value for any personal property or any intangible asset value that may be included in the cost estimate.

Discussion of Reproduction/Replacement Cost - New

Direct Cost	\$
Plus Indirect Cost @ <input type="text"/> %	\$
Total	\$ 0.00
Plus Entrepreneurial Profit at <input type="text"/> %	\$
Total Reproduction Cost - New	\$ 0.00

ACCRUED DEPRECIATION:

LAND VALUE (From Paragraph 22):

COST APPROACH (BEFORE) CONCLUSION:

Comments and Summary on the Cost Approach (Before)

Based on this analysis the indication of value provided by the Cost Approach is \$.

Insert Cost Summary (Before)

PARAGRAPH 22-C INCOME CAPITALIZATION APPROACH TO VALUE (BEFORE)

Under the Income Approach, value is created by the anticipation of future benefits to the owner in the form of cash flows and reversion. Anticipated benefits are converted to value using either direct capitalization or yield capitalization. Direct capitalization is normally used to appraise properties with stabilized income and expense patterns, while yield capitalization is used to value more complex properties and those with unstable income and expense patterns. This approach considers the property from the investor's point of view.

EXPLANATION OF ADJUSTMENTS (MARKET RENT):

The survey of comparable rentals indicates **Choose an item.** market rent to be \$ per .

VACANCY AND COLLECTION LOSS:

The effective gross income for the subject property is estimated to be \$.

OPERATING EXPENSES:

Summarize Expense Deductions

Based on the preceding analysis, total operating expenses for the subject property are estimated at \$, indicating a net operating income of \$.

CAPITALIZATION RATE / MULTIPLIER:

Demonstrate development of capitalization rate or income multiplier.

INCOME APPROACH (BEFORE) CONCLUSION:

comparable rents have been identified and analyzed on the following adjustment grid(s). A complete description of each lease is provided in the Comparable Data Brochure.

Comments and Summary on the Income Approach (Before)

Based on this analysis the indication of value provided by the Income Approach is \$.

Insert Rental Adjustment Grid (Before)

Insert Reconstructed Income Statement (Before)

PARAGRAPH 23. RESOLUTION OF BEFORE VALUE AND VALUE ESTIMATE:

Sales Comparison Approach – Discuss strengths and weaknesses.

Cost Approach – Discuss strengths and weaknesses.

Income Approach – Discuss strengths and weaknesses.

Reconciliation

Therefore, based on the information contained in this report, the market value of the subject property as of the date of this report is estimated to be \$.

PARAGRAPH 24. DESCRIPTION OF THE ACQUISITION:

PARAGRAPH 25. DESCRIPTION OF THE REMAINDER:

Describe changes in the remainder caused by the acquisition.

PARAGRAPH 26. HIGHEST AND BEST USE (AFTER):

AS VACANT:

Therefore, based on the preceding discussion, my opinion of the highest and best use of the subject property, as vacant and available for development, after the proposed road construction is for [REDACTED] utilization.

AS IMPROVED:

Therefore, based on the preceding discussion, my opinion of the highest and best use of the subject property, as improved, after the proposed road construction is for [REDACTED] utilization.

PARAGRAPH 27. VALUE AFTER THE ACQUISITION:

“After” values and conclusions are based upon plans provided by the SCDOT and the completion of the proposed road construction.

Consideration has been given to relevant aspects of the property affected by the acquisition for analysis and comparison to the subject’s “before” condition and the comparable data.

LAND VALUATION (AFTER):

EXPLANATION OF ADJUSTMENTS:

LAND VALUATION (AFTER) CONCLUSION:

The subject’s land value after the acquisition has been developed using the Sales Comparison Approach to value. comparable sales have been identified and analyzed.

Comments and Summary on the Estimated Unit Value (After)

The indicated market value of the subject is shown as follows:

	X	\$ <input type="text"/> per unit	=	\$ 0.00
	X	\$ <input type="text"/> per unit	=	\$ 0.00
Rounded to:	\$ <input type="text"/>			

Insert Land Adjustment Grid (After)

PARAGRAPH 27-A. SALES COMPARISON APPROACH TO VALUE (AFTER):

EXPLANATION OF ADJUSTMENTS:

SALES COMPARISON APPROACH (AFTER) CONCLUSION:

comparable sales have been identified and analyzed. A complete description of each comparable is provided in the Comparable Data Brochure.

Comments and Summary on the Sales Comparison Approach (After)

The indicated market value of the subject is shown as follows:

	X	\$	per unit	=	\$ 0.00
	X	\$	per unit	=	\$ 0.00
Rounded to:	\$				

Insert Improved Sales Adjustment Grid (After)

PARAGRAPH 27-B. COST APPROACH TO VALUE (AFTER):

Discussion of Reproduction/Replacement Cost – New (if different from “Before”)

Direct Cost	\$
Plus Indirect Cost @ %	\$
Total	\$ 0.00
Plus Entrepreneurial Profit at %	\$
Total Reproduction Cost - New	\$ 0.00

DEPRECIATION AND/OR COST TO CURE ANALYSIS:

LAND VALUE (From Paragraph 27):

COST APPROACH (AFTER) CONCLUSION:

Comments and Summary on the Cost Approach (After)

Based on this analysis the indication of value provided by the Cost Approach is \$.

Insert Cost Summary (After)

PARAGRAPH 27-C. INCOME CAPITALIZATION APPROACH TO VALUE (AFTER)

EXPLANATION OF ADJUSTMENTS (MARKET RENT):

The survey of comparable rentals indicates Choose an Item market rent to be \$ per .

VACANCY AND COLLECTION LOSS:

The effective gross income for the subject property is estimated to be \$.

OPERATING EXPENSES:

Summarize Expense Deductions.

Based on the preceding analysis, total operating expenses for the subject property are estimated at \$, indicating a net operating income of \$.

CAPITALIZATION RATE / MULTIPLIER:

Demonstrate development of capitalization rate or income multiplier.

INCOME APPROACH (AFTER) CONCLUSION:

comparable rents have been identified and analyzed on the following adjustment grid(s). A complete description of each lease is provided in the Comparable Data Brochure.

Comments and Summary on the Income Approach (After)

Based on this analysis the indication of value provided by the Income Approach is \$.

Insert Rental Adjustment Grid (After)

Insert Reconstructed Income Statement (After)

PARAGRAPH 28. RESOLUTION OF AFTER VALUE AND VALUE ESTIMATE:

Sales Comparison Approach – Discuss strengths and weaknesses.

Cost Approach - Discuss strengths and weaknesses.

Income Approach - Discuss strengths and weaknesses.

Reconciliation

Therefore, based on the information contained in this report, the market value of the subject property after the acquisition is estimated to be \$.

PARAGRAPH 29. UNECONOMIC REMAINDER:

UNECONOMIC REMNANT – A parcel of real property in which the owner is left with an interest after the partial acquisition of the owner’s property, and which the acquiring agency has determined has little or no value or utility to the owner.

NOTE: An uneconomic remnant may have substantial “market” value and still have little or no value or utility to the owner. (*Appraisal Guide; Federal Highway Administration*).

Describe uneconomic remainder.

Provide support for value estimate.

	X	\$ per unit	X	%	=	\$ 0.00
Rounded to:	\$					

DISTRIBUTION OF VALUES

(30)	Value Components:	Before (Paragraph 22)	After (Paragraph 27)	Difference
	Land Value:	\$0	\$	\$ 0
	Building Value:	\$0	\$0	\$ 0
	Site Improvements:	\$0	\$0	\$ 0
	TOTAL:	\$ 0	\$ 0	\$ 0

(31)	Value Components of the Acquisition:				
	Right of Way Acquired:				
	Land:		0	acres/sf @:	\$0
	Value of Buildings within the Acquisition Area:				\$0
	Value of Site Improvements within the Acquisition Area:				\$0
	Total for the Acquisition:				\$ 0
	plus Damages (if any to the remainder)				\$0
	less Benefits (if any to the remainder)				\$0
	Total for the Acquisition (Right of Way, plus damages, less benefits):				\$ 0

(32)	Final Statement of Value:	
	a)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property before the acquisition is:
	b)	Having considered all applicable approaches, it is my opinion that the indicated value of the whole property after the acquisition is:
	c)	The difference between the indicated value of the property before the acquisition, and the indicated value of the remainder, after the acquisition is:

(33)	Based on this report, the fair market rental for this property is: \$ per month.
	<i>(Indicate monthly rental if building improvement is located within the new right of way or if the current occupant will be displaced as a result of the acquisition.)</i>
	The appraisal is made as of: Date: Click or tap to enter a date.
	<div style="text-align: center;"> <hr/> S. C. Certified General Real Estate Appraiser CG </div> <div style="text-align: center;"> <hr/> S. C. Choose an item. Real Estate Appraiser </div>

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions - This appraisal has been completed and the appraisal report prepared with the following **general assumptions**:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. The titles to the property are assumed to be good and marketable unless otherwise stated. Any plats, maps, or photographs in this appraisal are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
2. Any liens or encumbrances (except for any lease encumbrance that might be referred to in the appraisal) which may exist have been disregarded, and the property has been appraised as though no delinquency in the payment of general taxes or special assessment exists and as though free of indebtedness.
3. It is assumed that the utilization of the land and improvements are within the boundaries of the lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by us, and no responsibility is assumed for the occurrence of such matters.
4. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plan and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic inadequacies associated with any of the improvements unless otherwise noted in the report.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them. The soil for the area under appraisal appears to be firm and solid, unless otherwise stated. Subsidence in the area is unknown or uncommon, and the appraiser(s) does not warrant against this condition or occurrence.
6. Subsurface rights (minerals and oil) were not considered in this appraisal unless otherwise stated. In addition, no potential timber value was considered.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined,

and considered in the appraisal report. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials or gases, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. This appraisal assumes water and sewer services will always be provided for the subject.
11. Responsible ownership and competent property management are assumed.
12. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I (we) have not made a specific compliance survey and an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider

General Assumptions Continued

non-compliance with the requirements of ADA in estimating the value of the property.

13. There is currently a good deal of discussion regarding the potential hazards of Electro-Magnetic Fields and the possible health risk of being located near high voltage transmission lines. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not there are potentially hazardous effects from EMF's. It is possible that a compliance survey of the property together with a detailed analysis could reveal that there is EMF levels, which are above a safe level. If so, this fact could have a negative impact on the value of the subject property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider EMF levels in estimating the value for the property.

General Limiting Conditions – This appraisal has been completed and the appraisal report has been prepared with the following **general limiting conditions**.

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division or interests has been set forth in this report.
2. Neither possession of this appraisal or copy thereof carries with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous consent of the appraiser(s).
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor part of the contents of this report (especially as to value, the identity of the appraiser, or the firm with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

General Limiting Conditions Continued

1. Information, estimates, and opinions contained in this report are obtained from sources considered reliable, however the appraiser assumes no liability for such sources.
2. The information supplied to the appraiser is considered to be accurate. The information supplied by the client has been accepted without further verification as correctly reflecting the property's current condition unless otherwise noted.
3. The various estimates of value presented in this report apply to this appraisal only and may not be used out of the context presented herein. This appraisal is valid only for the appraisal date or dates specified herein and only for the appraisal purpose specified herein.

CERTIFICATE OF APPRAISER

I hereby certify:

That I **Choose an item.** personally inspected the property herein and that I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the comparable data brochure which supplements this appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct: subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with acquisition of right of way for a highway to be constructed by the State of South Carolina with the assistance of Federal-aid highway funds, or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws regulations, policies and procedures applicable to that appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of South Carolina.

That neither my employment nor my compensation for preparing this appraisal report is in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the South Carolina Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by the State officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the owner or his designated representative was given the opportunity to accompany me during my inspection of the property.

That I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

That any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is being acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration with in the reasonable control of the owner, has been disregarded in determining the compensation for the property.

That my opinion of the fair market value of the acquisition as of **Click or tap to enter a date.** is \$ based upon my independent appraisal and the exercise of my professional judgment.

As of the date of this report, I have completed the requirements for continuing education as set forth by the .

Date: **Click or tap to enter a date.**

State **Choose an item.** Real Estate Appraiser
No.

1. APPRAISAL REPORT

2.

Project ID No.		County	Tract(s)
----------------	--	--------	----------

- (1) Tract Location: 1.
Property Owner: 2.
Address: 3.

Insert Image

4. Front View of Subject Property

PREPARED FOR:

5. South Carolina Department of Transportation

- (2) Prior to inspection the owner was contacted **Choose an item.** and invited to be present during inspection of this property. The tract was inspected on and I **Choose an item.** accompanied by , .
Required by Sec. 24.102 (c) of Uniform Act.

Explain: (Why not accompanied, relation of representative, items discussed, etc.)

6.

7.

8.

9. PREPARED BY:

(3) Inspecting Appraiser:
Choose an item.

1. _____
 . _____

Firm Name:

3.

4. **APPRAISAL DETAILS AND REQUIREMENTS**

(4) PROPERTY RIGHTS APPRAISED: Fee Simple

(5) PURPOSE OF THE APPRAISAL: To estimate the difference in the market value of this property caused by the acquisition of the right of way for the proposed construction of this project.

(6) INTENDED USE: To assist the South Carolina Department of Transportation in negotiations with the property owner concerning an eminent domain acquisition.

Market value is defined as "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

SOURCE: The Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition

(7) INTENDED USER: The South Carolina Department of Transportation, its Rights-of-Way Department, its consultants, its Legal Department and Associate Legal Counsel.

12.

(8) EXPOSURE TIME: _____

(9) FIVE-YEAR SALE HISTORY:

13. Date	Sale Price	Deed Reference
14.	15. \$	16.
17.	18. \$	19.
	\$	
	\$	

21.

(10)		23. CURRENT LISTING:		PENDING CONTRACT:

(11)	ASSESSMENT AND TAXES:		
	Tax Parcel ID No.:		
	Tax Year:		

	Land Value:	\$	Improvement Value:	\$	Total Assessed Value:	\$
	Real Estate Taxes:	\$				

26.			
(12)	27. CURRENT ZONING ANALYSIS:		
	District:		Current Conformity:
	MINIMUM REQUIREMENTS:		
	Front Setback:	28.	
	Rear Setback:		
	Side Setback:		
	Building Height:	29.	
	# Parking Spaces:		
	Road Frontage:		
	Maximum Building Size:		
	Comments:		

5.

SUBJECT LOCATION MAP

6.

Insert Image

SUBJECT TAX MAP

Tax Map Number:

Insert Image

SUBJECT ZONING MAP

Zoning Classification

Insert Image

FEMA FLOOD MAP

Flood Panel:

Date:

Insert Image

BLANK ADDENDA EXHIBIT

Insert Image

SUBJECT PHOTOGRAPHS (1 – 3)

Address/Location: _____

Photos Taken By: _____

Date of Photos: _____

Enter the location and
direction of the photo.

Insert Image

Enter the location and
direction of the photo.

Insert Image

Enter the location and
direction of the photo.

Insert Image

SUBJECT PLAT / SKETCH

Insert Image

(13) Scope of Work:

The scope of work is a written set of expectations that form an agreement or understanding of the appraisal assignment between the appraiser and SCDOT as to the specific requirements of the appraisal.

The scope of work generally encompasses the following: (except where deviating from the norm is agreed upon with SCDOT (the client) and/or the appraiser; or in the case of instruction from the client as to the desired type of value requested or extent of the written report).

The amount and type of information researched and the analysis applied in an assignment as required by the Uniform Act and SCDOT Appraisal Manual. Scope of work includes, but is not limited to, the following:

The degree to which the property is inspected or identified; The extent of research into physical or economic factors that could affect the property; The extent of data research; and the type and extent of analysis applied to arrive at opinions or conclusions.

Specific Scope of Work: **Specific Scope of Work**

Project Influence: The appraiser has disregarded any decrease or increase in the market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner. 49 CFR 24.103 (b).

A. Inspection of the subject

This phase of the appraisal involves a physical inspection of the subject property, as specified by the SCDOT Appraisal Manual and Uniform Act. The subject was inspected on. **Click or tap to enter a date.**

B. Extent of research

This involves the collection of data on national, state, regional and local trends, and an identification and analysis of the social, economic, environmental and governmental forces affecting the market value of the subject property. SCDOT provided plans and ownership information.

C. Extent of data research

Data research involves the inspection of the subject property, the neighborhood and collecting and analyzing data from the market area that affects the value of the subject property. I have performed research of the sales comparables similar to the subject and confirmation of those sales comparables in the past five years. An extensive search of similar properties in County was undertaken. I also talked with real estate agents and appraisers familiar with area.

D. Type and extent of analysis applied to arrive at opinion or conclusion

This phase of the appraisal process involves analyzing all of the previously gathered data and determining the Highest and Best uses of the subject properties within the framework of the supply and demand, legal uses of the subject properties, and possible physical uses of the subject properties as if vacant, or as improved.

The South Carolina Department of Transportation requires that the Sales Comparison Approach be demonstrated for all improved properties unless unusual circumstances preclude its development or the improvements are determined to be unaffected by the acquisition. The Cost Approach shall be considered when the impacted improvements are less than ten years old, a special-use property, or when sufficient comparable sale or lease information is not available. The SCDOT requires application of the Income Approach on all investment and income-producing properties where existing improvements might be impacted by the project.

The conclusions have been reported in a SCDOT Standard format in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Act and SCDOT Appraisal Manual.

The SCDOT Right of Way plans identify the subject (before size) as Tract [] containing [] acres or [] square feet of land.

Adequate data was available to complete the analysis. The before value is subject to the extraordinary assumption that the new right of way does not exist and will not exist. The after value is subject to a hypothetical condition recognizing the value of the subject as if new right of way already existed.

(14)	Description of Property Before and After the Acquisition:		
	Utilities: Electricity <input type="checkbox"/> , Gas <input type="checkbox"/> , Well <input type="checkbox"/> , Public Water <input type="checkbox"/> , Septic Tank <input type="checkbox"/> , Public Sewer <input type="checkbox"/> , Other <input type="checkbox"/>		
	30. DESCRIPTION	BEFORE	AFTER
	Present Use:	31.	
	Site Size:		
	Acquisition Size:		
	Zoning:		
	Zoning Conformity:		
	Corner Influence:		
	Primary Frontage (Linear Feet):		
	Secondary Frontage(s) (Linear Feet):		
	Visibility:		
	Ingress/Egress		
	Primary Road: Secondary Road(s):		
	Grade at Road Level:		
	Shape:		
<u>Additional Comments:</u>			

(15) Highest and Best Use Before and After the Acquisition:

Summarize highest and Best Use.

Based on the preceding discussion, my opinion of the highest and best use of the subject property is for utilization.

(16) Description of the Area Acquired:

Description of Area Acquired.

(17) Valuation Analysis:

A: Land Valuation – Sales Comparison Approach

Insert Adjustment Grid

Explanation and Support of Adjustments:

Explanation and Support of Adjustments.

B: Valuation of Improvements in Area Acquired

Description of Site Improvements:

Description of Site Improvements.

Explanation and Support of Value Estimate:

Explanation and Support of Value

Before Value:	Before Size:		X	\$		per unit	=	\$	
					Site Improvements (if any)			\$	
					Total Before Value			\$	
After Value:	After Size:		X	\$		per unit	=	\$	
					Acquisition Value:			\$	

ALLOCATION OF VALUE

(18)	Estimated Value of the Acquisition:					
	Land Acquired:	(Numeric value)	Choose an item.	X Unit Value:	\$	Value Summary
	Value of Land Acquired:					\$ 0
	Value of Temporary Right of Way:					\$ 0
	Value of Site Improvements, within the new right of way:					\$ 0
	Damages/Cost to Cure:					\$ 0
Total:					\$ 0	
Therefore, it is the appraiser's opinion that the Fair Market Value of the Acquisition is:						
As of Click or tap to enter a date.					\$ 0	

Date of the Report:	Click or tap to enter a date.
---------------------	-------------------------------

Choose an item. Licensing No.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions - This appraisal has been completed and the appraisal report prepared with the following **general assumptions**:

14. No responsibility is assumed for the legal description or for matters including legal or title considerations. The titles to the property are assumed to be good and marketable unless otherwise stated. Any plats, maps, or photographs in this appraisal are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
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16. It is assumed that the utilization of the land and improvements are within the boundaries of the lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by us, and no responsibility is assumed for the occurrence of such matters.
17. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plan and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic inadequacies associated with any of the improvements unless otherwise noted in the report.
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19. Subsurface rights (minerals and oil) were not considered in this appraisal unless otherwise stated. In addition, no potential timber value was considered.

General Assumptions Continued

- 20.** It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous materials or gases, which may or may not be present on the property. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property, which would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- 21.** It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined, and considered in the appraisal report.
- 22.** It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- 23.** This appraisal assumes water and sewer services will always be provided for the subject.
- 24.** Responsible ownership and competent property management are assumed.
- 25.** The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. I (we) have not made a specific compliance survey and an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider non-compliance with the requirements of ADA in estimating the value of the property.

- 26.** There is currently a good deal of discussion regarding the potential hazards of Electro-Magnetic Fields and the possible health risk of being located near high voltage transmission lines. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not there are potentially hazardous effects from EMF's. It is possible that a compliance survey of the property together with a detailed analysis could reveal that there is EMF levels, which are above a safe level. If so, this fact could have a negative impact on the value of the subject property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider EMF levels in estimating the value for the property.

General Limiting Conditions – This appraisal has been completed and the appraisal report has been prepared with the following **general limiting conditions**.

5. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division or interests has been set forth in this report.
6. Neither possession of this appraisal or copy thereof carries with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous consent of the appraiser(s).
7. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
8. Neither all nor part of the contents of this report (especially as to value, the identity of the appraiser, or the firm with which the appraiser is associated) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
9. Information, estimates, and opinions contained in this report are obtained from sources considered reliable, however the appraiser assumes no liability for such sources.
10. The information supplied to the appraiser is considered to be accurate. The information supplied by the client has been accepted without further verification as correctly reflecting the property's current condition unless otherwise noted.
11. The various estimates of value presented in this report apply to this appraisal only and may not be used out of the context presented herein. This appraisal is valid only for the appraisal date or dates specified herein and only for the appraisal purpose specified herein.

7. CERTIFICATE OF APPRAISER

I hereby certify:

That I **choose an item** personally inspected the property herein and that I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making the appraisal were as represented in the comparable data brochure which supplements this appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and information upon which the opinions expressed therein are based is correct: subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with acquisition of right of way for a highway to be constructed by the State of South Carolina with the assistance of Federal-aid highway funds, or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws regulations, policies and procedures applicable to that appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of South Carolina.

That neither my employment nor my compensation for preparing this appraisal report is in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the South Carolina Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by the State officials or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That the owner or his designated representative was given the opportunity to accompany me during my inspection of the property.

That I have not provided any services regarding the subject property within the prior three years, as an appraiser or in any other capacity.

That any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is being acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration with in the reasonable control of the owner, has been disregarded in determining the compensation for the property.

That my opinion of the fair market value of the acquisition as of **Click or tap to enter a date.** is \$ based upon my independent appraisal and the exercise of my professional judgment.

As of the date of this report, I have completed the requirements for continuing education as set forth by the **Choose an item..**

Date:

Click or tap to enter a date.

--

**SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

APPLICATION FOR APPROVED APPRAISER LIST

NAME: _____

ADDRESS: _____

DATE: _____

PHONE: _____

EMAIL: _____

FAX: _____

SOUTH CAROLINA REAL ESTATE APPRAISER CG

EDUCATION

	Name of School	Major	Years Completed	Degree	Years Attended
College					to
Graduate					to

PROFESSIONAL APPRAISAL COURSES (Include separate sheet if needed.)

Course #	Course Provider	Course Name

EMPLOYMENT HISTORY (List company or agency name, address, telephone number, dates of service, and job title and duties performed. Use separate sheet if needed.)

PROFESSIONAL DESIGNATIONS

ASSOCIATIONS (Include all professional appraisal or real estate associations to which you belong. Use separate sheet if necessary.)

REFERENCES Names, Addresses & Telephone # (include at least 3 who are familiar with your qualifications as an appraiser. Use separate sheet if necessary.)

APPRAISAL EXPERIENCE (List major clients for whom you have performed appraisal services. Include specific eminent domain appraisal experience. You may be asked to provide samples.)

LITIGATION EXPERIENCE (Provide examples of the types of litigation for which you have given court testimony. Use separate sheet if necessary.)

NOTE: Review appraisers must have a minimum of five years experience in the appraisal of eminent domain acquisitions for highway use.

Signature

Date

(FOR OFFICIAL USE ONLY)

Signature	Date
------------------	-------------

Director, Rights of Way	Date
--------------------------------	-------------

NOTICE OF NEED FOR APPRAISAL SERVICES

Notice is hereby given that the South Carolina Department of Transportation is requesting letters of interest from appraisers interested in performing work on the following projects. It is anticipated that these projects will be awarded within the next six (6) months:

✓	PROJECT ID NO.	ROAD/ROUTE	COUNTY

THE PURPOSE OF THIS NOTICE is to identify approved appraisers who wish to submit fee proposals on the above referenced projects. Interested appraisers must have the basic qualifications necessary to perform appraisal assignments with the South Carolina Department of Transportation (SCDOT). (These qualifications may be obtained by contacting the South Carolina Department of Transportation, Headquarters, Rights of Way Section, P. O. Box 191, Columbia, South Carolina 29202.) Requests for Proposals will be forwarded to selected appraisers based on the following criteria:

- Professional and ethical standing
- Experience in appraising the type(s) of properties included in the contract
- Qualifications of the appraiser
- Past performance
- Ability to testify as an expert witness
- Capacity of the firm

Approved appraisers with demonstrated experience, competence and qualifications are invited to submit interest letters. Appraisers will be selected in accordance with Title VI of the Civil Rights Act of 1964.

TO EXPRESS INTEREST:

Due Date: On or Before _____

Please return this form to: South Carolina Department of Transportation, Headquarters, Rights of Way Section, **Attention: Appraisal Interest Letter**, P. O. Box 191, Columbia, South Carolina, 29202.

I wish to receive a bid proposal for the project(s) identified above.

Signature: _____

Print Name (Appraiser) _____ **SC Real Estate Appraiser No.** CG

Enter Letter Date

RE: **SECTION I: REQUEST FOR APPRAISAL PROPOSALS — Contract No.**
Project ID No. — — County

Dear :

Fee proposals are requested for appraisal services on the above referenced project located in County from .

The enclosed Request for Proposal form reflects _ tract(s). Relocation item(s) are located within the proposed right of way on tract(s) _ . Please return this form to: South Carolina Department of Transportation (SCDOT), Headquarters Rights of Way Section, **Attention: Bid Proposals**, P. O. Box 191, Columbia, South Carolina 29202.

The Proposal is due on/or before Click or tap to enter a date. Bids must be received by the end of business on the due date in a sealed envelope marked “Bid Proposal.” Failure to comply will disqualify your bid.

“A COMPLETE SET OF PLANS INCLUDING CROSS SECTIONS ARE AVAILABLE AT SCDOT HEADQUARTERS AND THE REGIONAL RIGHT OF WAY OFFICES. PLEASE CONTACT THE CHIEF APPRAISER AT (803) 737-1620 OR Choose an item. FOR REVIEW.”

The South Carolina Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 state 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Appraisals of improved properties must be submitted within _ days of the contract award date. Appraisals of unimproved tracts are due within _ days of the contract award date. All reports must be submitted on acceptable forms according to the Appraisal Manual of the South Carolina Department of Transportation.

Sincerely,

Dawn J. Weeks
Assistant Director of Rights of Way for
Appraisals

Enclosure
File: RW/DJW

Enter a Date _____

Project ID No. _____ Road / Route _____ County _____

**Bid Proposal
Contract No.:**

I wish to submit the following fee proposal for the appraisal of tracts included in the above referenced project.

Tract No.	Type of Appraisal	Scope of Work*	Proposal Fee
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$
	Choose an item.		\$

* **Relocation** - Improvements within right of way

_____ Appraiser's Name _____ Appraiser's Signature

S.C. Certified General Real Estate Appraiser No. CG _____

Enter Letter Date.

RE: **SECTION I: REQUEST FOR APPRAISAL REVIEW PROPOSALS — Contract No.**
Project ID No. — — County

Dear :

Fee proposals are requested for appraisal services on the above referenced project located in County from .

The enclosed Request for Proposal form reflects _ tract(s). Relocation items(s) are located within the proposed right of way on tract(s) __. Please return this form to: South Carolina Department of Transportation (SCDOT), Headquarters Rights of Way Section, **Attention: Bid Proposals**, P. O. Box 191, Columbia, South Carolina 29202.

The Proposal is due on/or before Click or tap to enter a date.. Bids must be received by the end of business on the due date in a sealed envelope marked “Bid Proposal.” Failure to comply will disqualify your bid.

“A COMPLETE SET OF PLANS INCLUDING CROSS SECTIONS ARE AVAILABLE AT SCDOT HEADQUARTERS AND THE REGIONAL RIGHT OF WAY OFFICE. PLEASE CONTACT THE CHIEF APPRAISER AT (803) 737-1620 OR Choose an item. FOR REVIEW.”

The South Carolina Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 state 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

Appraisal Reviews that require no revisions or corrections must be submitted within calendar days from the date of receipt. Reviews of appraisals requiring revisions or corrections are due within _ calendar days from date revisions or corrections are received. All reports must be submitted on acceptable forms according to the Appraisal Manual of the South Carolina Department of Transportation.

Sincerely,

Dawn J. Weeks
Assistant Director of Rights of Way for
Appraisals

Enclosure
File: RW/DJW

Enter a date.

Project ID No. _____ Road / Route _____ County _____

**Bid Proposal
Contract No.:**

I wish to submit the following fee proposal for the appraisal review of tracts included in the above referenced project:

Tract No.	Property of	Type of Appraisal	Proposal Fee
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL			0

*Relocation - Improvements within right of way

_____ Appraiser's Name _____ Appraiser's Signature

S.C. Certified General Real Estate Appraiser No. CG

Enter Date

RE: Project ID No. — — County
CONTRACT FOR APPRAISAL SERVICES – Contract No.

Dear :

Enclosed you will find a Contract for Appraisal Services in accordance with your proposal for preparation of appraisals on the above referenced project. Please sign and return to the Chief Appraiser by email at weeksdj@scdot.org or by mail to South Carolina Department of Transportation (SCDOT), Attention: Chief Appraiser, Rights of Way, Room 422, P. O. Box 191, Columbia, South Carolina 29202.

Your attention is directed to paragraphs 2 and 6(B) of the contract regarding penalties due to late delivery and prompt reply to corrections and revisions.

The original and two hard copies as well as an electronic copy of the Comparable Data Brochure and each Appraisal Report should also be submitted to the Chief Appraiser as they are completed. The Chief Appraiser will distribute copies to the Regional Office.

Reviews on this project are being performed by . (When reviews are outsourced the original and one copy of the brochure and each appraisal report must be submitted to Headquarters Appraisal Section and two copies to the review appraiser.)

If you have any questions please do not hesitate to contact this office.

Sincerely,

Dawn J. Weeks
Assistant Director of Rights of Way for
Appraisals

Enclosure
File: RW/DJW

4. CONTRACT FOR APPRAISAL SERVICES

Contract No.

THIS CONTRACT is made between _____, Licensed Appraiser # CG _____ (hereinafter called "Appraiser") and the South Carolina Department of Transportation (hereinafter called "SCDOT") this day of Choose an item. 20.

For and in consideration of the performance of the mutual covenants and promises made herein, the parties agree as follows:

1. SERVICES TO BE PERFORMED

Appraiser shall provide the appraisal services described below for the following parcels of property at the fee stated, subject to the terms, conditions, and general provisions set forth herein and such other provisions, if any, incorporated by attachment or reference.

Project ID No.			Road/Route			County		
Tract	Appraisal Type	Fee	Tract	Appraisal Type	Fee	Tract	Appraisal Type	Fee
		\$			\$			\$
		\$			\$			\$
		\$			\$			\$
		\$			\$			\$
		\$			\$			\$
		\$			\$			\$
		\$			\$			\$

Appraiser shall perform an appraisal of the fair market value of the above listed properties and prepare a written report of the appraisal (hereinafter referred to as the "Appraisal Report") in accordance with the SCDOT Appraisal Manual, applicable state and federal laws, and appropriate guidance memoranda.

2. TIME FOR DELIVERY

The Appraisal Report(s) shall be furnished in triplicate to SCDOT on or before [Click or tap to enter a date.](#) All reports must be delivered to SCDOT within 15 days of the date of valuation to be considered acceptable.

Time extensions for delivery must be requested in writing at least five (5) business days prior to the required delivery date (and must include time needed to complete and reason for request) and is subject to approval by the Chief Appraiser and/or Right of Way Field Administrator for Operations.

Failure of Appraiser to submit an Appraisal Report on or before the above date will subject Appraiser to a reduction of five (5%) percent of the per parcel fee for each delinquent report for each CALENDAR day that the report is delinquent. The Chief Appraiser and/or Right of Way Field Administrator for Operations may at his/her discretion waive this penalty for good and sufficient reason.

3. PAYMENT

Appraiser shall be paid the above stated fee for each parcel upon completion of the appraisal and Appraisal Report for that parcel and delivery of the report in triplicate to the SCDOT Rights of Way Appraisal Section, with an invoice in triplicate. Such payment shall constitute full reimbursement to Appraiser for services provided and any expenses incurred, including the costs of all supplies, material, equipment, and consultant services, unless otherwise agreed in writing.

4. APPRAISER OBSERVATIONS/RECOMMENDATIONS

In addition to the normal scope of services, Appraiser shall provide his/her recommendations and observations regarding mitigation of damages and/or other value enhancement suggestions. When such recommendations require substantial changes in the typical scope of services, compensation for the additional work may be negotiated as provided for in paragraph 6(D) below. All recommendations and suggestions shall be presented to the Chief Appraiser and/or Regional Administrator for approval prior to submitting the Appraisal Report.

5. COURT TESTIMONY

Upon request of SCDOT Legal Counsel, the Appraiser agrees to testify regarding the content and conclusions of his/her Appraisal Reports in any judicial proceedings involving a determination of the value of the property. In consideration of the performance of this work, the Appraiser shall be paid at a rate not in excess of \$75.00 per hour. Such payment shall constitute full reimbursement to the Appraiser for such services and for any expenses incurred, including travel and subsistence unless otherwise agreed to in writing. Payment for this work shall be by SCDOT in accordance with its prescribed regulations and procedures.

6. GENERAL PROVISIONS

- A. Type of Appraisal Required: Appraisal Reports shall be prepared in accordance with the instructions for the type of appraisal required as provided in the approved "Appraisal Manual" of SCDOT and in accordance with the Scope of Services agreed to by the Appraiser and SCDOT.
- B. Corrections and Revisions: If requested in writing to submit corrections or revisions to the Appraisal Report previously submitted, the Appraiser shall provide the required information to SCDOT within 15 calendar days of receiving the request. Failure to provide such additional information will render the Appraisal Report unacceptable and no additional payment will be made for that tract.
- C. Data to be Provided by SCDOT: The following data or information will be furnished to Appraiser by the South Carolina Department of Transportation: Ownership (1st sheets), right of way plans showing area to be acquired, and analysis of engineering shown on plans as necessary.
- D. Changes in Work:
- 1) SCDOT reserves the right to unilaterally add or delete parcels from the Contract and to revise scopes of work as necessary. The Appraisal Contract Modification Form (SCDOT R/W Form 146-A) will be used for the purpose and to adjust appraisal fees accordingly.
 - 2) Other changes in the scope, character, or estimated total cost of the work must be agreed upon by both parties in writing.
- E. Updated Appraisals: In the event SCDOT requires a previously acceptable Appraisal Report to be updated, such work will be the subject of negotiation between the Appraiser and the Chief Appraiser and/or Assistant Director of Rights of Way for Operations.
- F. Confidentiality: All information contained in the Appraisal Report and all parts thereof are to be treated as strictly confidential unless otherwise instructed by SCDOT or its Legal Counsel. The Appraiser shall take all necessary steps to insure that no member of his staff or organization divulges any information concerning the Appraisal Reports except to a duly authorized representative of SCDOT.
- G. Inspection: The Appraiser shall give the property owner or his designated representative the opportunity, by written notice, or otherwise, to accompany him/her during the inspection of the property for the purpose of making the appraisal.

H. Compliance with Law: In the performance of the work of this Contract Appraiser agrees to comply with all applicable Federal, State and local laws and ordinances.

I. Title VI, Civil Rights Act of 1964. Appraiser specifically agrees to comply with the Title VI of the Civil Rights Act in addition to Title 15, Code of Federal Regulations, part 8, issued in implementation of Title VI. The regulations provide as follows:

TITLE VI - NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS. Sec. 601.
No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

During the performance of this contract, Appraiser, for him/herself, and for his/her sub-consultants, assignees and successors agrees as follows:

- 1) *Compliance with Regulations*. Appraiser shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 2) *Nondiscrimination*. With regard to the work performed during the Contract, Appraiser shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Appraiser shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.
- 3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment*. In all solicitation either by competitive bidding or negotiation made for work to be performed under a sub-contract, including procurements of materials or equipment, Appraiser shall notify each potential subcontractor or supplier of Appraiser's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.
- 4) *Information and Reports*. Appraiser shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records accounts, other sources of information, and its facilities as may be determined by SCDOT or the Federal Highway Administration to be pertinent to ascertain

compliance with such Regulations, orders and instructions. Where any information required is in the exclusive possession of another who fails or refuses to furnish this information, Appraiser shall so certify to SCDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts Appraiser has made to obtain the information.

5) *Sanctions for Noncompliance.* In the event of Appraiser's noncompliance with the nondiscrimination provisions of this contract, SCDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: a) withholding of payments to Appraiser under the Contract until the Appraiser complies, and/or; b) cancellation, termination or suspension of the Contract, in whole or in part.

6) *Incorporation of Provisions.* Appraiser shall include the provisions or paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instruction issues pursuant thereto. Appraiser shall take such action with respect to any subcontract or procurement as SCDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event Appraiser becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Appraiser may request the State to enter into such litigation to protect the interest of the State, and, in addition, Appraiser may request the United States to enter into such litigation to protect the interest of the United States.

J. Warranty: Appraiser warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for Appraiser, to solicit, or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability.

K. Subletting: Appraiser agrees that the Contract will not be sublet or transferred except by prior written approval of SCDOT.

L. Appraiser's Certificate: Appraiser agrees to execute a Certificate of Appraiser similar in form and function to SCDOT R/W Form 109A. The Certificate is to be attached to the Appraisal Reports.

M. Disputes: Except as otherwise provided for in this Contract, any dispute concerning a question of fact arising under the Contract which is not disposed of by mutual agreement, shall

be decided by the Director of Rights of Way, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy of his/her decision to Appraiser. Within thirty days from the date of receipt of such copy, Appraiser may appeal by mailing or otherwise furnishing to the Deputy Director of Engineering a written appeal. The decision of the Deputy Director of Engineering, or his/her designee, shall be final and conclusive, subject only to appeal to a court of competent jurisdiction. In connection with any appeal to the Director of Engineering, Appraiser shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, Appraiser shall proceed diligently with the performance of the Contract and in accordance with the Director of Rights of Way's decision.

N. Termination for Default: If Appraiser refuses or fails to perform this Contract within the time specified, or any extension thereof, or so fails to make progress so as to endanger performance of this Contract in accordance with its terms, SCDOT may by written notice, terminate the right of Appraiser to proceed with the Contract or with such part thereof as to which there has been default or delay, and may hold the Appraiser liable for any damage caused SCDOT by reason of such termination. The right of the Appraiser to proceed with the performance of the Contract shall not be terminated under this clause if the delay is due to causes beyond the control and without the fault or negligence of Appraiser. Upon termination under this clause, SCDOT reserves the right to require Appraiser to turn over to SCDOT all data, maps, photographs, or other materials acquired for this contract work upon payment of an equitable price therefore.

O. Termination for Convenience of SCDOT: The performance of work under the Contract may be terminated, in whole or in part, whenever SCDOT shall determine that termination is in its best interest, by delivery to Appraiser of a written Notice of Termination at least three (3) days prior to the effective date of termination. Upon receipt of the Notice, Appraiser agrees to cease all work, to turn over to SCDOT all data, maps, photographs, and other material acquired for the Contract work, and to submit to SCDOT a claim for work performed prior to termination. SCDOT shall pay Appraiser an equitable price for work performed prior to termination, such price not to exceed a fair proportion of the original contract price.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates shown below.

WITNESS:

APPRAISER

Name: _____

By: _____

Date: _____

Title: _____

WITNESS:

**SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

Name: _____

Date: _____

By: _____

Title: _____

SCDOT Form 143B
 , 20

Review Contract #

SECTION I: _____ **SECT**_____ **Count** _____

SECTION I: Name
SECTION I: Address
SECTION I: City, SC ZIP

Dear _____ :

Attached you will find the contract in accordance with your proposal for preparation of appraisal reviews on the above referenced project. Please sign the original and return to the **Attention: Appraisal Review Contract**, Right of Way Section, South Carolina Department of Transportation, P.O. Box 191, Columbia, SC 29202.

If corrections or revisions are required the date they are received should be indicated on the back of each page and inserted in the appropriate place in the report. The removed pages should be marked void in red on the front and attached face down to the back of the report.

You will receive one (1) copy of the comparable data brochure and one (1) copy of each appraisal report from the appraiser. Upon completion please submit the (2) original review sheets (SCDOT form 151-A) and (2) copies of the front page of the comparable brochure to: Name, Regional R/W Administrator, address, city, SC zip. A copy of the report may be retained for your files.

If you have any questions please do not hesitate to contact this office.

Yours very truly,

Name
Title

SECTION I: Sender's initials/Typist's initials

cc:
Name, Title
File



1. CONTRACT FOR APPRAISAL REVIEW SERVICES

Contract No.

AGREEMENT BETWEEN Appraisers Name, Licensed Appraiser # CG

Hereinafter called the "Review Appraiser" and the South Carolina Department of Transportation, hereinafter called "SCDOT" entered into this day of 20 .

The parties hereto do mutually agree that for the consideration hereinafter specified, the Review Appraiser will furnish the Appraisal Review Services indicated herein for the property(s) described below, subject to the terms, conditions, and general provisions set forth on this page and on the reverse side hereof and to the other provisions, if any, incorporated herein by attachment or reference.

2. LOCATION AND DESCRIPTION OF THE PROPERTY:

Project ID No.	Route	County
----------------	-------	--------

Tract	Appraisal Type	Fee	Tract	Appraisal Type	Fee	Tract	Appraisal Type	Fee

2. APPRAISAL REVIEW SERVICES AND PAYMENTS:

The Review Appraiser shall submit certified reviews to the SCDOT within **15 calendar days from the date of receipt of appraisals** requiring no revisions or corrections or within 10 days from the date of receipt of corrections or revisions of appraisals. The Review Appraiser must request from

the Writing Appraiser any revisions or corrections required within 15 calendar days of receipt of appraisals. The Review Appraiser must maintain a log of appraisal receipt dates, corrections or revisions request dates, corrections or revisions received dates and approved/released dates. The Review Appraiser's log must be submitted to SCDOT upon the completion of the contract (or at anytime per SCDOT's request). The Review Appraiser must submit a Post Appraisal Evaluation (form 117A) upon completion of the contract. Reviews must be in accordance with the SCDOT Appraisal Manual and applicable state and federal laws, and in accordance with appropriate memoranda, of the individual parcels comprising the real property described above. Time Extensions to this contract must be requested in writing at least 7 days prior to the expiration date of this contract (and must include time needed to complete & reason for request) and is subject to approval by the Director Rights of Way and/or designee(s). Failure of the Review Appraiser to submit certified reviews within the specified time will subject him to a reduction of 5% of the per parcel contract amount of each delinquent review for each CALENDAR day that the review is delinquent. The Field Administrator and/or designee(s), Rights of Way may at his/her discretion; waive this penalty for good and sufficient reason.

Total Number of Tracts to be Reviewed:

Total Contract Amount: \$

Payment shall constitute full reimbursement to the Review Appraiser for his services and for any expenses incurred, including the costs of all supplies, material, equipment, and consultant services unless otherwise specified.

3. COURT TESTIMONY:

Upon the request of the South Carolina Department of Transportation Legal Counsel, the Review Appraiser agrees to testify as to the value of any and all of the property included in the appraisal reports reviewed in any judicial proceedings involving a determination of the value of the property. In consideration of the performance of the undertaking provided for in this paragraph, the Review Appraiser shall be paid at a rate not in excess of \$75.00 per hour. Such payment shall constitute full reimbursement to the Review Appraiser for such services and for any expenses incurred, including travel and subsistence unless otherwise specified. Payment therefore shall be by SCDOT in accordance with its prescribed regulations and procedures.

4. GENERAL PROVISIONS:

A. APPRAISER'S REVIEWS: The reviews shall be prepared in accordance with the instructions for the type of appraisal required as contained in the "Appraisal Manual" of SCDOT.

- B. CORRECTIONS AND REVISIONS:** When requested in writing to submit corrections or revisions to the report previously submitted under this contract the Review Appraiser shall provide the required information to SCDOT within 15 calendar days of receiving the request. Failure to provide such additional information will render the review unacceptable and no additional payment will be made for that tract.
- C. DATA TO BE PROVIDED:** The following data or information will be furnished by the South Carolina Department of Transportation: Agent Rights of Way Worksheet (1st sheets), right of way plans showing area to be acquired and analysis of engineering shown on plans as necessary.
- D. PAYMENT:** Payment for the Reviews shall become due upon delivery and acceptance of the Reviews in conformity with this contract.
- E. CHANGE IN WORK:** The mutual acceptance of major changes in the scope, character, or estimated total cost of the work to be performed if such changes become necessary as the work progresses may be subject to negotiation.
- F. UPDATING APPRAISAL REVIEWS:** In the event SCDOT requires the “updating” of previously acceptable appraisal reviews, such work will be the subject of negotiation.
- G. DEFINITION:** The word “parcel” as used herein means areas included in the description set forth herein which are contiguous and in identical ownership. The land will be deemed contiguous even though portions thereof are separated by roads, railroad rights of way, streams, etc. If there has been a severance of the surface and sub-surface of the land, determination of what constitutes a parcel shall be based on ownership of the surface.
- H. INFORMATION CONFIDENTIAL:** All information contained in the review(s) and all parts thereof are to be treated as strictly confidential. The Review Appraiser shall take all necessary steps to insure that no member of his staff or organization divulges any information concerning the Reviews except to a duly authorized representative of SCDOT.
- I. LEGAL COMPLIANCE:** The Review Appraiser agrees to comply with all Federal, State and local laws and ordinances applicable to the work required by this contract, including Title 15, Code of Federal Regulations, part 8, issued in implementation of Title VI, of the Civil Rights Act of 1964. The applicable regulations are as follows:
TITLE VI - NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS Sec. 601.
No person in the United States shall, on the ground of race, color, or national origin, be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "appraiser"), agrees as follows:

- 1) **Compliance with Regulations:** The appraiser shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The appraiser, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The appraiser shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitation either by competitive bidding or negotiation made by the appraiser for work to be performed under a sub-contract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the appraiser of the appraiser's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.
- 4) **Information and Reports:** The appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the South Carolina Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the appraiser shall so certify to the South Carolina Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- 5) **Sanctions for Noncompliance:** In the event of the appraiser's noncompliance with the nondiscrimination provisions of this contract, the South Carolina Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the appraiser under the contract until the appraiser complies, and/or;
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions:** The appraiser will include the provisions or paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instruction issues pursuant thereto. The appraiser will take such action with respect to any subcontract or procurement as the South Carolina Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; Provided, however, that, in the event the appraiser becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the appraiser may request the State to enter into such litigation to protect the interest of the State, and, in addition, the appraiser may request the United States to enter into such litigation to protect the interest of the United States.
- J. **WARRANTY:** The Review Appraiser warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Review Appraiser, to solicit, or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Review Appraiser any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability.
- K. **SUBLETTING:** The Review Appraiser agrees that the contract will not be sublet or transferred except by prior written approval of SCDOT.
- L. **REVIEW APPRAISER'S CERTIFICATE:** The Review Appraiser agrees to execute a Certificate of Review Appraiser similar in form and function to SCDOT R/W Form 108A. The certificate is to be attached to the reviews.
- M. **DISPUTES:** Except as otherwise provided for in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement, shall be decided by the State Highway Engineer, who shall reduce his decision to writing, and

mail or otherwise furnish a copy of his decision to the Review Appraiser. Writing thirty days from the date of receipt of such copy, the Review Appraiser may appeal by mailing or otherwise furnishing to the State Highway Engineer a written appeal addressed to the Executive Director and the decision of the Executive Director or his representative duly authorized to hear such appeals, shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; provided that, if no such appeal is taken, the decision of the State Highway Engineer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Review Appraiser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decisions of a dispute hereunder, the Review Appraiser shall proceed diligently with the performance of the contract and in accordance with the State Highway Engineer's decision. The term "State Highway Engineer" as used herein shall include his duly appointed successor or his representative specially designated for this purpose.

N. TERMINATION FOR DEFAULT: If the Review Appraiser refuses or fails to perform this contract within the time specified, or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms, SCDOT may by written notice, terminate the right of the Review Appraiser to proceed with the contract or with such part thereof as to which there has been default or delay, and may hold the Appraiser liable for any damage caused SCDOT by reason of such termination. The right of the Review Appraiser to proceed with the performance of this contract shall not be terminated under this clause if the delay is due to causes beyond the control and without the fault or negligence of the Review Appraiser. Upon termination under this clause, SCDOT reserves the right to require the Review Appraiser to turn over to SCDOT all data, maps, photographs, or other materials acquired for this contract work upon payment of an equitable price therefore.

O. TERMINATION FOR CONVENIENCE OF SCDOT: The performance of work under this contract may be terminated, in whole or in part, whenever SCDOT shall determine that termination is in its best interest, by delivery to the Review Appraiser or a Notice of Termination at least three days prior to the effective date of termination. The Review Appraiser agrees to cease all work, to turn over to SCDOT all data, maps, photographs, and other material acquired for this contract work, and to submit to SCDOT a claim for work performed prior to termination. SCDOT shall pay the Review Appraiser an equitable price for work performed prior to termination, such price not to exceed a fair proportion of the original contract price.

5. EXECUTION BY REVIEW APPRAISER:

WITNESS:

_____ **Fee Appraiser** **Date** _____

6. EXECUTION FOR AND ON BEHALF OF SCDOT:

WITNESS:

_____ **"Title", Right of Way** **Date** _____

Project ID No. _____

, 20

Appraiser's Name
Address
City, SC ZIP

RE: Letter Contract # - Project ID No. - Road/Route - County

Dear :

In reference to the above project you are requested to prepare appraisal report(s) in a Summary format. The following fee(s) is/are approved, and the completion date(s) are as follows:

- Tract # Tract # - \$Enter Amount Enter Due Date

The original and two copies of the report(s) are required, and should be submitted to: ,
Title, SCDOT, Address, City, SC 29zip.

Time extensions must be in writing at least five (5) business days prior to the expiration date. The request must indicate the reason for the extension and the time required to complete the assignment. The Regional Right of Way Administrator will review and recommend the request and forward to the Field Administrator for approval. Failure to submit report(s) on or before the completion date will result in a reduction of 5% of the per parcel contract amount of each delinquent report for each CALENDAR day the report is past due.

If this contract meets with your approval, please sign the enclosed copy of the agreement and return it to this office.

Sincerely,

Name
Title

Sender's Initials/Typist's Initials
Enclosure
File: PC/District Managers Initials

SECTION I: PLEASE RETURN SIGNED COPY TO THIS OFFICE

I agree to the stipulations and terms

Set forth in this document.

Appraiser's Name
CG

SCDOT Form 144A
PRE-APPRAISAL CONFERENCE

Date:

Project ID No.:		Road/Route:		County:	
SCDOT Appraisal Representative:					
Appraisal Contractor:				CG	Cert #

INFORMATION FURNISHED FEE APPRAISER:

SECTION I: Annual:		SCDOT Appraisal Forms:	
Plans:		Contact Person:	
First Sheets:	Enter tract #'s	Telephone:	
Other:			
<p>*The SCDOT logo in the bottom right corner should be in color on a minimum of one appraisal for HQ files and original of all photo and signed pages provided in all appraisal reports.</p>			

TOPICS DISCUSSED:

SECTION I: Type/Scope of Appraisals:							
SECTION I: Personality:	Note relocation items and those to be considered in the estimate of value.						
Completion Dates:	Vacant Tracts		Improved Tracts		Corrections	Within 15 calendar days	
Contract Reviewed:				Manual Reviewed:			
Plans Reviewed:				First Sheets Reviewed:			
Method of Contact:		NOTE: The method of contact must be stated and approved.					
Other:							
<p>REMINDER: Comparable data provided in the brochure must be complete.</p>							

SECTION I:			
SECTION I: SCDOT Representative	Date	SECTION I: Appraisal Contractor	Date

SCDOT Form 145A

VII-21

SECTION I: M E M O R A N D U M

TO: Fee Appraisers

FROM: Enter Name of Sender, Enter Sender's Title, Rights of Way

DATE: Enter Date

RE: **CONTRACT AWARD NOTIFICATION**
Project ID No. Enter 7 digit Project ID No. — Enter Road or Route, the Designation, and the Number. — Enter County Name. County

Proposals were requested for appraisals of tracts included on the above referenced project. Replies were received from appraisers. All proposals have been reviewed in compliance with the Appraisal Manual of the South Carolina Department of Transportation (SCDOT). The contract for appraisal services has been awarded.

Thank you for your interest. The SCDOT will notify you of further requests for proposals as needed.

Type Sender/Signer's Initials (in CAPS)/Enter Typists Initials (in lowercase)
File: RW/Type Sender/Signer's Initials (in CAPS)

SCDOT Form 146A

APPRAISAL CONTRACT MODIFICATION FORM

TO: _____ FEE APPRAISER _____ DATE: _____

FROM: _____ REGION _____

PROJECT ID NO. _____ ROAD/ROUTE: _____ COUNTY: _____

FEE APPRAISER NAME: _____ GENERAL CERTIFICATION: CG

CONTRACT NO.: _____ COMPLETION DATE: _____

#1) A = ADDITION; D = DELETION; E = EXTENSION; T = TYPE; OR U = UPDATE

#2) N = NEW APPRAISAL

_____	Tract No.	_____	Type	_____	Fee Amount	_____ \$	Due Date	_____
_____	Tract No.	_____	Type	_____	Fee Amount	_____ \$	Due Date	_____
_____	Tract No.	_____	Type	_____	Fee Amount	_____ \$	Due Date	_____
_____	Tract No.	_____	Type	_____	Fee Amount	_____ \$	Due Date	_____
_____	Tract No.	_____	Type	_____	Fee Amount	_____ \$	Due Date	_____
_____	Tract No.	_____	Type	_____	Fee Amount	_____ \$	Due Date	_____

DATE 1ST SHEET MAILED TO FEE APPRAISER: _____

APPROVED BY: _____

PLEASE RETURN SIGNED COPY TO:

I agree to the stipulations and terms set forth in this appraisal contract and modifications.

_____	_____
_____	CG

OFFICIAL USE ONLY:

Comments: _____

Contract Modification Reasons:

- 1st) A = Addition – adds a tract to the appraisal contract, that was not initially part of the Contract for Appraisal Services.
D = Deletion – removes a tract from the appraisal contract, that was initially part of the Contract for Appraisal Services.
E = Extension – extends the time an appraisal is due. (This can be a tract from the initial Contract or extending the time an appraisal is due that was added by a contract mod.)
T = Type – a change in the type of appraisal needed, i.e. initially the Contract showed a Simple Standard, but now it would be a Complex Standard. **
U = Update – a change to an existing appraisal. (An update is required for time, or plans change/revisions, etc., used for negotiations.)

2nd) N = New Appraisal – a new appraisal on the tract, separate from the previous appraisal report prepared. [Note: “New” (N) is being used when another appraisal is necessary, and also to distinguish between the “additional” appraisal and “Addition” (A) as in a contract modification.]

POST APPRAISAL EVALUATION

Project ID No. _____ Road/Route _____ County _____
 SCDOT Appraisal Representative _____
 Appraisal Contractor _____

Data Brochure:	<u>Enter date submitted</u>	Quality/Compliance:	<u>Acceptable</u>
Appraisals:	Quality/Compliance:	<u>Acceptable</u>	Support/Documentation:
# Delinquent Reports:	<u></u>	# Delinquent Corrections:	<u></u>
SCDOT Reviewer Comments:			

[illegible]

Contractors Comments: _____

Regional Administrator	Appraisal Contractor
Date	Date

	Assistant Director of Rights of Way for Operations
	Chief Appraiser
	Review Appraiser

VII-25

RE: South Carolina Real Estate Licenses and Certificates

Dear :

The South Carolina Department of Transportation (SCDOT) is updating its Approved Fee Appraisers List. In order to remain on our approved list you must submit a copy of your General Certification along with the information requested below by . Please include a business card if available.

If you are not interested in preparing appraisals for SCDOT at this time, we ask that you consider being placed on our Inactive Roster. You may notify the Department when you wish to be returned to the Active Roster. If you have any questions, please contact at .

Yours very truly,

Dawn J. Weeks
Assistant Director of Rights of Way
for Appraisals

File: RW/DJW

Name	_____	Professional Designation or Certification	_____
Address	_____		
Area Code & Phone No.	_____	Fax No.	_____
E-mail Address	_____		
Cell Phone No.	_____		

____ Copy of License or Certificate enclosed (failure to submit by _____ will result in the removal of your name from the Approved Fee Appraiser's List).

SCDOT Form 151A

South Carolina Department of Transportation

APPRAISAL REVIEW

Project ID No.		Road/Route		County	
				Tract No.	

	Before Value	After Value	Acquisition Value		
Appraisal No. 1			\$0		
Appraisal No. 2			\$0		
Appraiser Name/Certification		Date of Value:		Report Date:	

Land Acquired		<i>(Including Site Improvements)</i>
Improvements Acquired		
Damages to Remainder		
Cost to Cure		
Less Benefits to Remainder		
(1) Total	\$0.00	
Plus Uneconomic Remainder		
(2) Total	\$0.00	

Temporary Right of Way:		for	sf/acres of land.
-------------------------	--	-----	-------------------

Fair Market Rent:		<i>(From Paragraph 33 of Standard Report)</i>
-------------------	--	---

Right of Way:	\$0.00	For:
Damages (minus benefits):	\$0.00	
(1) Total:	\$0.00	

OR


Plus Uneconomic Remainder:	\$0.00	<i>(Enter value of uneconomic remainder.)</i>
(2) Total:	\$0.00	for:

Comments/Explanations:

--

1. If technical review appraisal is performed by Fee Review Appraiser his signature recommends just compensation to SCDOT. See items 2, 3, 4 and 5 for approval for negotiations.

2. If under \$250,000 and no damages and/or benefits a technical review will be performed by a staff appraiser. The staff appraiser's signature indicates approval for negotiations.
3. If over \$250,000, a technical review will be performed by a staff appraiser and forwarded to the Chief Appraiser for approval for negotiations.
4. If there are any damages and/or benefits, a technical review will be performed by a staff appraiser and forwarded to the Chief Appraiser for approval for negotiations.
5. Desk Review by the Chief Appraiser, in addition to a technical review, is required where benefits exceeds damages or where acquisition values are in excess of \$500,000 and forwarded to the Assistant Director of Rights of Way for Operations for approval for negotiations.

(Signature-remove before printing)			(Signature-remove before printing)	
(Type Name of Appraiser) Technical Review Appraiser S.C. Real Estate Appraiser #			SCDOT Representative Approved for Negotiations	
Date of Review			Date:	



APPRAISAL REVIEW SUMMARY

The reviewer has field inspected the subject property and the comparable sales contained in the appraisal. The reviewer has checked all information found in the appraisal for accuracy and compliance with standard appraisal techniques, the SCDOT Appraisal Manual, and the Uniform Standards of Professional Appraisal Practice. If errors or omissions are found, the reviewer has requested corrections to the appraisal. The review has been performed in compliance with the rules and regulations of the South Carolina Department of Transportation and the Federal Highway Administration. The purpose of the review is to insure accuracy and quality of work in for condemnation appraisals prepared for the acquisition of property by the State of South Carolina for highway improvements.

Real property interest being appraised:	Fee Simple
---	-------------------

The review appraiser has identified the appraisal report as:

	Recommended - as the basis for the establishment of the amount believed to be just compensation.	Type either Recommended, Accepted, Not Accepted in this space
	Accepted - meets all requirements, but not selected as recommended or approved.	
	Not accepted	

Answer Yes or No to the following questions:

The appraisal meets all applicable standards. The data contained in the report is relevant to the appraisal problem. The quality and quantity of the data is adequate. Adjustments are reasonable and adequately supported. The methods and techniques are appropriate and adequately supported. The analyses, opinions, and conclusions in the appraisal are reasonable.	
--	--

Comments:

--

I certify that to the best of my knowledge are belief:

- the facts and data reported by the reviewer and used in the review process and 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 report, and are my personal, impartial, 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 with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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 personally inspect the subject property and the supporting comparable properties of the report under review.
- no one provided significant professional assistance to the person signing this review report.
- I have not performed any services on the subject property in the past three years.

(Signature-remove before printing)	
(Type Name of Appraiser)	
Review Appraiser	
S.C. Real Estate Appraiser #	0
Date:	January 0, 1900

Project ID	
No.	0
Tract No.	0



DESK APPRAISAL REVIEW SUMMARY

The extent and detail of the review process is, the reviewer has not inspected the subject realty, nor any comparable sales considered by the appraiser(s); the reviewer has checked all information found in the appraisal for accuracy and compliance with standard appraisal techniques and the uniform standards of professional appraisal practice. If errors or omissions are found; the reviewer has asked for corrections to the appraisal. This

or omissions are found; the reviewer has asked for corrections to the appraisal. This review is conducted in compliance with the rules and regulations of the South Carolina Department of Transportation and Federal Highway Administration. The purpose being to insure the quality of work and accuracy in the SCDOT appraisal.

Answer Yes or No to the following questions:

<p>The appraisal meets all applicable standards.</p> <p>The data contained in the report is relevant to the appraisal problem.</p> <p>The quality and quantity of the data is adequate.</p> <p>Adjustments are reasonable and adequately supported.</p> <p>The methods and techniques are appropriate and adequately supported.</p> <p>The analyses, opinions, and conclusions in the appraisal are reasonable.</p>	
---	--

Comments:[illegible]

I certify that to the best of my knowledge are belief:

- the facts and data reported by the reviewer and used in the review process and 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 report, and are my personal, impartial, 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 with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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 not inspect the subject property and the supporting comparable properties of the report under review.
- no one provided significant professional assistance to the person signing this review report.
- I have not performed any services on the subject property in the past three years.

(Signature-remove before printing)	
(TYPE NAME)	
Desk Review Appraiser	
S.C. Real Estate Appraiser # 0	
Date of Review:	January 0, 1900

Project ID No. 0
Tract No. 0

Enter Date

LO Name & Address

RE: Project ID No. — Choose an item. — Choose an item. County
— Tract(s)

Dear Landowner(s):

There are proposed road improvements for the above referenced project and tract in the vicinity of and in Choose an item. which has been determined to require a proposed right of way that impacts your property (Tax Map). An appraisal of the proposed rights of way has been requested by the South Carolina Department of Transportation (SCDOT).

The South Carolina Department of Transportation is required by the Federal Highway Administration to provide the landowner or landowner's designated representative be given the opportunity to accompany the appraiser on an inspection of the property prior to the property being appraised. The SCDOT Appraisal manual requires the appraiser to send the landowner an inspection letter by certified mail to schedule an appointment, as required by Sec. 24.102c of the Uniform Act.

My plan is to inspect your property on Date. If this date and time are not acceptable to you, please call me at Phone No. to schedule a convenient date and time for us to meet. If I do not get a response from you by the scheduled date and time, I will assume you are agreeable to this notification.

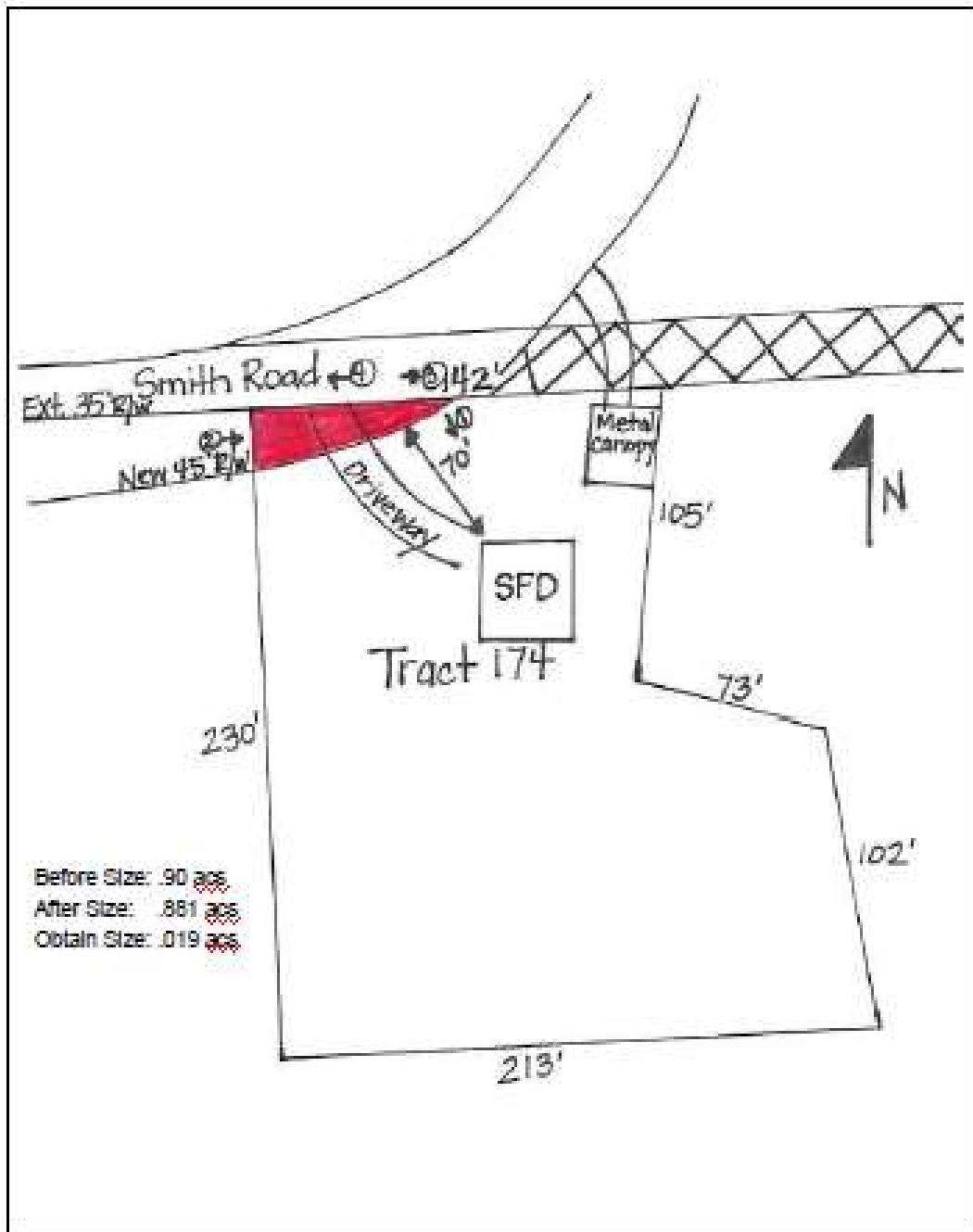
Yours very truly,

License No.

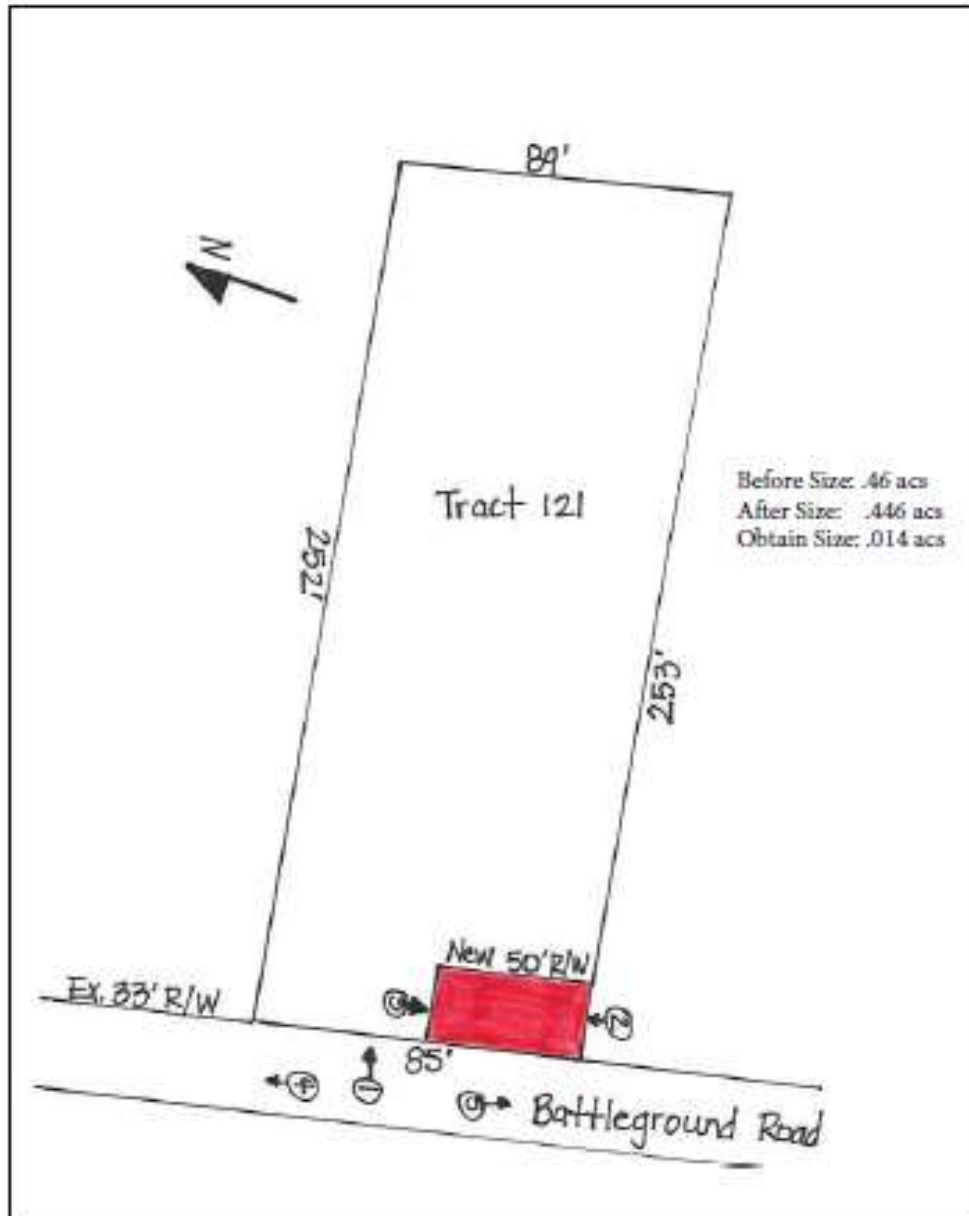
SECTION VII: SKETCH DESIGN EXAMPLES



SUBJECT PLAT/SKETCH



SUBJECT PLAT SKETCH



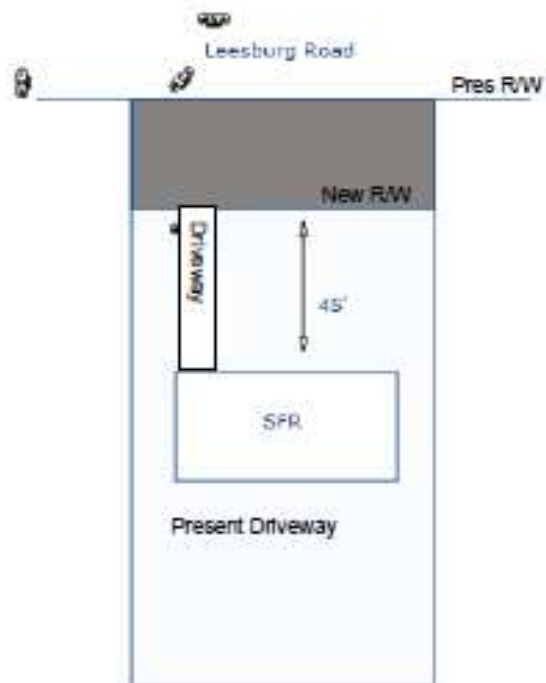
File No: _____ Project: _____ Tract: _____

SCOOT R/W Farm 123A (11-05)

SKETCH OF ACQUISITION

Not to Scale

N ←

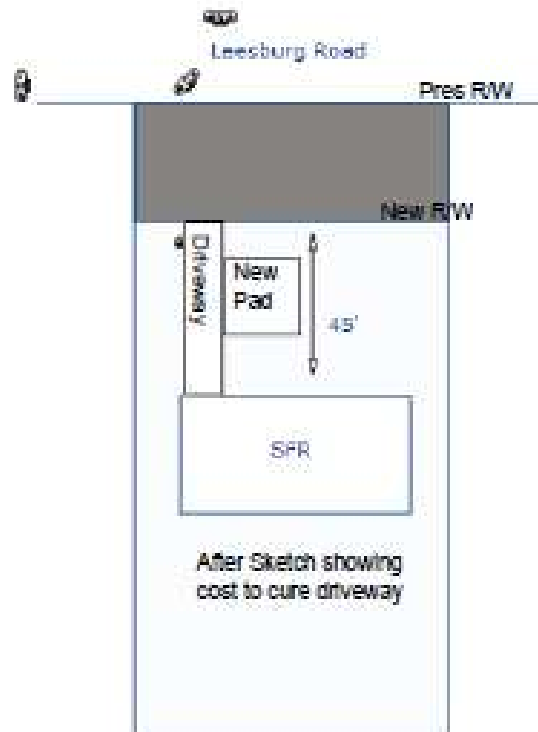


Before Acreage:	0.286	SF:	12,458
Acquired Acreage:	0.052	SF:	2,278
After Acreage:	0.234	SF:	10,180

File No: _____ Project: _____ Tract: _____

SKETCH OF ACQUISITION

Not to Scale N ←



Before Acreage:	0.286	SF:	12,458
Acquired Acreage:	0.052	SF:	2,278
After Acreage:	0.234	SF:	10,180