

# MARKET RENT APPRAISAL



## Keyhole Reservoir Trailer Sites Crook County, Wyoming

### SUBMITTED TO

Cindy Larom, Natural Resource Specialist  
Bureau of Reclamation  
515 9<sup>th</sup> St., Rm. 101  
Rapid City, SD 57701

### IVIS: PROJECT / CASE NUMBERS

R14027 / 00065192

### EFFECTIVE DATE OF SURVEY

December 3, 2014

### DATE OF REPORT

June 1, 2015

### SUBMITTED BY

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2180 Harvard Street, Suite 380  
Sacramento, CA 95815

June 1, 2015

Cindy Larom, Natural Resource Specialist  
Bureau of Reclamation  
515 9<sup>th</sup> St., Rm. 101  
Rapid City, SD 57701

Re: Market Rent Appraisal  
Keyhole Reservoir Trailer Sites  
Crook County, WY

Dear Ms. Larom:

Per the request of the Bureau of Reclamation (Reclamation), the Office of Valuation Services has prepared this market rent appraisal.

The purpose of this appraisal was to estimate the annual market rent for the trailer<sup>1</sup> sites located along Keyhole Reservoir in Crook County, Wyoming. The intended use is to assist Reclamation in establishing the necessary fee for issuing annual license permits for use of the individual sites. The trailer sites are rented annually and the mobile home may remain on site the entire year, but full time occupancy and use is restricted to seasonal use, between May 1<sup>st</sup> & October 31<sup>st</sup> (6-months). Furthermore, BOR at their sole discretion may cancel the permit at any time.

The client is the Bureau of Reclamation, US Department of the Interior. The intended user is the Bureau of Reclamation on behalf of the United States of America. There are no other authorized users of this report.

This report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as well as the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. The analyses, conclusions, and rent estimate are subject to the assumptions and limiting conditions described in this report.

We inspected the subject property on December 3, 2014. This market rent survey report is an appraisal assignment. It is an extra ordinary assumption of our analysis that there have been no changes to the trailer park that would impact rent since our inspection on December 3, 2014.

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<sup>1</sup> The terms mobile home (MH), manufactured home and trailer are interchangeable in the context of our analysis.

We have concluded that a reasonable range for the market rental rate of BOR's individual trailer sites surrounding Keyhole Reservoir is between \$4,000 per year and \$4,560 per year. The representative(s) of the requesting agency sought a point of value market rate; while the respective characteristics of individual lots may justify upwards adjustments that result in final values within the concluded range, my research suggests that a rate of \$4,000 per year is a reasonable rental rate for sites along the reservoir.

The extent of our investigation and analyses is described throughout this report. It is important for the realty specialist, along with any user of this appraisal, to read the report in its entirety in order to understand the analysis prior to using any information or conclusions contained within this report. Although we used due care and diligence in preparing this report, it is the responsibility of the users to identify and inform the appraisers of any errors or omissions they are aware of prior to its use. This is especially true of the realty specialist who is familiar with the subject property and assisted in providing data and information used in our analysis.

Respectfully submitted,

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## SUMMARY OF SALIENT FACTS & CONCLUSION

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IVIS Number	00065192
Agency Case ID	R14027
Property Address	T. 51 N, R 66 W, SEC 27, 6 <sup>th</sup> PM
County	Crook County, WY
Property Owner	The USA, administrated by the Bureau of Reclamation.
Property Description	The Keyhole Reservoir rent focuses on the 40 recreational trailer sites which were created by Reclamation on federal land along Keyhole Reservoir. The 40 sites are approximately 0.30 acres each and most front the reservoir. The sites are located along the eastern portion of the reservoir with most sites abutting the water just north of the Cottonwood Creek inlet.
Purpose of the Appraisal	The purpose of this survey was to estimate annual market rent of the individual sites as of the effective date of our analysis.
Client	The client is the Bureau of Reclamation
Intended User	The intended user is the Bureau of Reclamation.
Intended Use	The intended use is to assist Reclamation in setting the annual license fee for using the individual lots.
Effective Date of Report	December 3, 2014
Date of Report	June 1, 2015
Extraordinary Assumptions	It is assumed that there have been no changes to the subject property since it was last inspected on December 3, 2014. If this assumption is incorrect, the results of the assignment may be affected.
Hypothetical Conditions	None
Market Rent Opinion	
Each MH site	\$4,000 per year
Reasonable Range	\$4,000 to \$4,560

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## APPRAISER'S CERTIFICATION

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We certify that, to the best of our knowledge and belief:

- the statements of fact contained in this report are true and correct;
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- we have no present or prospective interest in the appraised property and no personal interest with respect to the parties involved;
- we have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment;
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- our compensation or status with the Department of the Interior is not contingent on an action or event resulting from the analyses, opinions, or conclusions in the report or from its use;
- our compensation or status with the Department of the Interior for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the Department of the Interior or any other governmental agency, the attainment of a stipulated result, or this occurrence of a subsequent event directly related to the intended use of this report;
- our analyses, opinions and conclusions were developed, and the report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP);
- we personally inspected the subject property on December 3, 2014;
- no one provided significant appraisal assistance to us in the completion of this assignment;
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- as of the date of this review report, James T. Green is a certified and designated appraiser who has completed the requirements of the continuing education program of the Appraisal Institute;
- the report analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- James T. Green is a State Certified General Real Estate Appraiser licensed by the State of California (License No. AG018573);
- Adam Bradshaw is State of Georgia licensed real estate appraiser (License No. 355805)

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Adam Bradshaw

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James T. Green, MAI, R/W-AC

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## **STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS**

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We have made the following assumptions and the analysis is subject to these limiting conditions:

- In this analysis, we assume conditions in which the property would be available for lease under prevailing market conditions.
- We assume the subject property is under responsible and competent management. Furthermore, there are no hidden or undisclosed conditions of the land or of the site improvements that would affect market rent.
- We assume that the subject property is not affected by any adverse environmental conditions that would have an impact on the market rent. Adverse environmental conditions unknown to us could impact the final rent conclusion.
- The conclusions stated in the appraisal apply only as of the date of valuation and no representation is made as to the effect of subsequent events.
- Although we conducted cursory inspection of the subject sites, we did not conduct a formal survey of the property and assume no responsibility in connection with such matters. The spatial data, including sketches and/or surveys included in this report, have been supplied by Reclamation and are assumed to be correct.
- We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants.
- We assume the property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations, and codes, unless otherwise noted in this appraisal.
- All facts set forth in this report are true and accurate to the best of our knowledge. However, it should be noted that the appraisal process inherently requires information from a wide variety of sources. The appraiser has relied on information provided by other individuals and in good faith believes that information to be reliable. We do not accept responsibility for erroneous information provided by others.
- Our analyses, opinions and conclusions are limited by the Scope of Work as defined herein.
- We are not qualified to detect hazardous or toxic materials. Such determination would require investigation by a qualified expert. Unless so stated, our value conclusion assumes there are no hazardous or toxic materials on or in (subsurface) the appraised property and/or adjacent properties that would have a negative impact on the rent of the subject sites.
- Neither all nor any part of this report, or copy thereof, shall be used for any purpose by anyone but the client and intended users specified in the report without my written consent. This report was prepared for the client's use at their sole discretion within the framework of the intended use stated in this report. Its use for any other purpose or use by any party not identified as an intended user of this report is beyond the scope of work of this assignment.



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## **SCOPE OF THE APPRAISAL**

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This assignment involves analysis of pertinent factors in order to opine market rent for the trailer sites on federal land along the Keyhole Reservoir. The scope of the appraisal assignment is not limited to the following summary, but communicated throughout this report. We have researched the competitive market to the extent necessary to understand the subject's position in the market and have identified properties that allow for reasonable comparison with the subject MH sites.

The subject data for this analysis were obtained from sources and personnel from the Reclamation, the Wyoming State Parks Department, the private party concessionaire Jordan Productions, public records, and our own inspection of the property. Any measurement estimates were provided by the Reclamation or public records originating with Reclamation unless otherwise noted. Market data, e.g. area rents, sales data, expense data, amenities, etc., were obtained from our market survey of public records, multiple listing services and commercial data sources, brokers, owners, and participants in the market.

We have inspected the subject property to the extent necessary to understand the property but have relied on Reclamation and its managing agency and/or concessionaire for certain property information, tenancy information, expenses if available, and other information pertinent to the subject. Assumptions regarding our analysis are noted in the section labeled "Assumptions and Limiting Conditions".

The results of our analyses are provided in this appraisal report, which summarizes the data and analysis in a format and to an extent specific to the Reclamation's needs. Additional supporting data and analysis are in the appraiser's work files. The level of research and analysis is tailored specifically toward solving the appraisal problem.

It should be noted that our market rent survey was conducted concurrently with several other surveys we are preparing for Reclamation and the same data may be presented in multiple reports. Rental information was also gleaned from a number of MH and RV parks that spanned a large geographic area inclusive of other Reclamation administrated reservoirs. Rental rates and other pertinent information were either obtained from or confirmed by either a managing party or office staff at each of the mobile home parks. Regarding each comparable used, we used Google Earth aerials, RV park websites, as well as discussion with managers for our analysis. We did

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not physically inspect each comparable, but have deemed the information and data gathered sufficient to produce a credible analysis.

Because the objective of this assignment is market rent analysis, only pertinent rental data have been analyzed. The development of the Sales Comparison, Replacement Cost, and Income Capitalization Approaches to value is not pertinent. Furthermore, a Highest & Best Use Analysis was neither necessary nor presented.

### **PURPOSE OF THE APPRAISAL**

The purpose of this survey was to opine market rent as of the effective date of our analysis applicable to the subject MH sites located along Keyhole Reservoir for use by Reclamation in issuing a user permit for a MH site.

### **INTENDED USE OF THE APPRAISAL**

The intended use is to assist Reclamation in establishing a rental basis for issuing new or renewing existing permits of each of the 40 trailer sites located along the reservoir.

### **CLIENT IDENTIFICATION**

The client is the U.S. Department of the Interior, Bureau of Reclamation.

### **INTENDED USERS**

The intended users are OVS and Reclamation on behalf of the United States of America.

### **PROPERTY RIGHTS (ESTATES) BEING APPRAISED**

Property rights are not being appraised as a use permit neither conveys an interest in real property nor divides property rights.

### **USE PERMIT**

The former permit is included in the addenda. A permit is a contractual authorization by the property owner who may unilaterally revoke the authorization at will. In practice, the rights and the duties of the parties can be complex, and are dependent upon the specified terms of the permit. Essentially, a permit is an agreement whereby the permittor authorizes the permittee, in return for a payment or series of payments, the right to use a portion of a property. Although a permit neither conveys an interest in real property nor divides property rights, it does function in a similar manner by dividing the use of real property.

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## **RENT**

Rent is defined as, “an amount paid for the use of land, improvements, or a capital good”.<sup>2</sup>

## **MARKET RENT**

Market Rent is defined as “the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).”<sup>3</sup>

## **SUMMARY OF APPRAISAL PROBLEMS**

The appraisal problem is opining market rent for the trailer sites that reflect atypical terms—annual permits allow the Trailer to remain on site but restrict its use to six months, and location—water front location along a reservoir with recreation attributes. The problem is further compounded by the location of the subject sites—along a reservoir with recreation attributes—where there are no similar properties that are rented for direct comparison. This necessitated the use of dissimilar properties in order to opine market rent applicable to the subject MH sites.

## **EXTRAORDINARY ASSUMPTION**

It is being assumed that there have been no changes to the subject property since it was last inspected on December 3, 2014. If this assumption is incorrect, the results of the assignment may be affected.

## **HYPOTHETICAL CONDITION**

None

## **PROPERTY DESCRIPTION**

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The subject property is located along Keyhole Reservoir and consists of 40 recreational trailer sites. The 40 sites are typically around 40’ wide and over 300’ deep with most sites fronting the reservoir. The sites are located along the eastern portion of the reservoir with most sites abutting the water just north of the Cottonwood Creek inlet. Electricity to the sites is fed through Powder

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<sup>2</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010).

<sup>3</sup> Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010).

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River Energy Corporation and each user is responsible for their own use. The concessionaire is responsible for providing tenants with water and septic services. The following Google Earth image illustrates the trailer park as outlined in blue.



## **SUBJECT HISTORY**

Keyhole Reservoir was formed by the construction of the adjacent Keyhole Dam. The reservoir was part of the Reclamation's Pick Sloan Missouri Basin Program authorized in the early 1950's. Keyhole Dam was completed in 1952. The reservoir supplies storage for irrigation, flood control, fish and wildlife conservation, sediment control, municipal and industrial water supply and is also a center for recreational activities during the more temperate months.

The administration of the recreational portion of the reservoir has been assumed by the State of Wyoming, Department of Commerce, Wyoming State Parks and Historic Sites (from here on referred to as "State Parks") since 1992. The Reclamation retains the sovereign right to the land and facilities surrounding the reservoir and, per the Memorandum of Understanding entered into

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with State Parks, must grant approval before most potential changes affecting facilities, property, or the use of such property and facilities—e.g. rent—can be enacted.

State Parks has contracted the operation, maintenance, and supply of many of the recreational facilities and services surrounding Keyhole Reservoir to a third party, presently JPC Keyhole, LLC.<sup>4</sup> JPC Keyhole has been the concessionaire at the park and has been managing the trailer sites since July of 2008. No MH sites sat vacant in 2014; in a conversation that took place on the effective date of the report, Mr. Jordan (JPC Keyhole) indicated that there was a waiting list to obtain MH site permits.

In 1992, the BOR and Parks entered into a Memorandum of Understanding (MOU) that transferred the responsibility of administering recreational and related uses of the lands and facilities surrounding the reservoir to State Parks. The MOU will expire on May 28, 2017 unless it is otherwise terminated before that date by either of the parties in agreement<sup>5</sup>. Under the MOU, the administration of contracting concessionaires was passed to State Parks<sup>6</sup>. The finalization of any third party contracts, per an amendment to the MOU, is contingent upon gaining approval from Reclamation.<sup>7</sup> The amendment to the MOU further stipulated that “the length of a concession lease shall be 20 years or the balance of the term of the MOU, whichever is shorter.”<sup>8</sup> State Parks’ current contract with concessionaire JPC Keyhole, LLC expires May 27, 2017.

Article 3, Clause 9 of the MOU set forth that all revenues derived from leases, *subleases, permits, or contracts* will establish basis from a fair market value [italics mine]. This is reiterated—and perhaps further clarified—in State Parks’ contract with Jordan Production, Inc. in Article 5, Clause G:

Concessionaire shall charge reasonable rates for accommodations and services rendered, and reasonable prices for goods sold. Said rates and prices shall be in line with other businesses in the same general business area furnishing similar services and goods.

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<sup>4</sup> JPC Keyhole, LLC now assumes functions and assets formerly assigned to Jordan Production, Inc.; the principal for both is Phil Jordan.

<sup>5</sup> Article 3, Clause 10, MOU 2-AG-60-01660

<sup>6</sup> Article 3, Clause 7, MOU 2-AG-60-01660

<sup>7</sup> Article 3, Clause A, Amendment No. 1, dated 02-26-1996, to MOU 2-AG-60-01660

<sup>8</sup> Article 4, Clause A, Amendment No. 1, dated 02-26-1996, to MOU 2-AG-60-01660

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The rental study is meant to help determine market rent of the Keyhole Reservoir trailer sites were they available—albeit encumbered by the permit conditions promulgated by Reclamation, i.e. one year leases limited to seasonal residence—on the open market. The rental study is not meant to impinge upon the level of autonomy that Reclamation and State Parks has afforded to the concessionaire in his or her determination of reasonable rates; it is meant only to determine a price, or a range of prices, at which the permit fee would be in line with surrounding market area rents.

Although tenants pay annually for use of the recreational sites, they do not derive a benefit from the use of the sites for the entirety of the year; permanent residence is prohibited on the sites. The permits allow occupancy of their 40 respective sites from May 1<sup>st</sup> through October 31<sup>st</sup> of each year. Additionally, the concession contract stipulates that prior to May 15<sup>th</sup> of each year and following Labor Day weekend of each year, the concessionaire is not obligated to provide any of the required services or any of the authorized services which he or she may offer during the operational season.<sup>9</sup>

## **AREA, CITY & NEIGHBORHOOD DATA**

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Keyhole Reservoir sits within Wyoming’s Keyhole State Park and is located less than 30 miles west of the Black Hills’ western foothills. Keyhole Park’s surrounding area, however, possesses little economically in the way of the doppelganger area residing within and without the eastern reaches of the Black Hills. Although there is tourism in the area surrounding Keyhole State Park, it does by no means predominate.

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<sup>9</sup> “Required” services for in-season operation are not necessarily typical of RV parks or mobile home parks in the greater region. Parks’ list of required and authorized services can be found in Article 5, Clauses D and E of the concession contract (included in the addendum).



## **CROOK COUNTY AND WESTON COUNTY**

Keyhole Reservoir is located within Crook County. Crook County is Wyoming's north-easternmost county, bordering Montana to the north and North Dakota to the east. The northwest foothills of the Black Hills lay within Crook's southeastern border and the county is also home to the Devil's Tower National Monument. The county seat, Sundance, is the largest town in the county with a resident population estimated around 1,200. The entire county is estimated to be home to 7,184 residents. Although Devil's Tower boasts roughly 400,000 visitors per year and tourism is an integral part of the county's economy, Crook County's swelling summer population does not approach the hordes seen in neighboring South Dakota counties. 2013 U.S. Commerce and Census estimates indicate that 13.1% of jobs in Crook County are in industries that include travel and tourism, just off the 13.2% figure that represents travel and tourism in the United States as a whole.

Like its neighbor to the north, Weston County is sparsely populated with an estimated 7,158 people. In Weston County, jobs from industries that include travel and tourism are estimated to have accounted for less than 10% of jobs in 2013. Newcastle serves as the county's seat and is also its largest town at a population of about 3,500.

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## **CAMPBELL COUNTY**

Campbell County's east boundary runs contiguous with both Crook and Weston Counties' western boundary. Campbell County covers roughly twice the area of either of the former and lays claim to more than three times their combined residents; 2013 estimates put Campbell County's population around 48,000. Campbell County is bisected by Interstate 90 (I-90) which serves as the main artery for traffic into, out of, and between both Crook and Campbell County. Naturally the most populous town in the county—which is also the county seat—lies in the path of I-90; Gillette was home to about 37,000 people at last estimate.

Unlike neighboring Crook County, Campbell County's solvency hinges little on tourism. Campbell County's economy depends upon mining. Over one third of the county's jobs came from that sector and most of those involved mining for fossil fuels. The high wages of oil and gas workers are largely responsible for the average \$71,000 earnings-per-job figure in the county; this is nearly double the number for neighboring Crook County.

The lack of tourism in Campbell County is self-evident by Gillette's lackluster appearance. Gillette is outside a desirable distance to any well-known tourist destination but remains of some importance to the subject. Excluding populations under 1,500, Gillette is the closest town to Keyhole Reservoir; Gillette is about 45 minutes east of Keyhole State Park, 15 minutes less than the drive west to Spearfish, SD.

## **AREA CONCLUSION**

The subject region is sparsely populated with a limited economic base. The area dynamic is one of stability without significant gains or losses in population or overall economic base expected in the moderate to long term.

The subject is located along a reservoir within a state park. The sites are somewhat remote. Not being located near a large town, the demand for the sites is not associated with a primary residence; rather, the demand is a secondary residence which comes from persons seeking the recreational use of the reservoir itself.

## **MARKET OVERVIEW**

As common in many areas, mobile home parks have traditionally functioned as affordable and temporary housing for the working population year round. The greater area shows easily



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decipherable market trends as they pertain to location. In general, it appears that mobile home parks situated west of the subject, near the mining town Gillette, can charge greater rents than those located east of Keyhole. This should not be unexpected since the high wages and mercurial nature of the oil and gas industry has traditionally created high demand for rentals. Demand and supply of mobile home parks are in balance with no new development expected. Overall rents rates for mobile home sites are stable and are not expected to change in the near to moderated term, other than slight increase as a result of inflation.

There were few RV parks within the subject market area reflecting limited demand for such facilities. That is, there are no recreation areas that would be classified as destinations that would create a demand for RV parks. RV parks within the subject market area are primarily used by travelers passing through the area or overflow from events within the neighboring Black Hills or Sturgis South Dakota. Only three RV parks were discovered for which rates could be obtained among Crook, Weston, and Campbell County. The small number of RV parks within the immediate area necessitated expanding the geographical extents from which comparable RV parks were drawn to include most of Wyoming's northeastern quadrant. This RV parks were located in varying locations throughout Northeast Wyoming. Although the demanding market for each of these parks may not be identical to the subject's, their respective—and probably somewhat shared—markets within Northeast Wyoming are similar in that they are not central to any of the major tourist destinations or population centers that draw multitudes of customers and competitors.

There is a contingency of RV goers that reside primarily at RV Parks, whether as a permanent situation or a solution until a given tenant's work in some nearby area runs its course. In large, however, the majority of tenants at the parks are recreational users; some users pass through, some are "snowbirds" that stay until the summer's end and then migrate south for warmer winter weather. Concomitant to the tendencies of their tenants, at least four of the chosen geographical area's eight parks close during the winter months. The places that offer sites for winter use often do so at substantially discounted prices.

Park managers often indicated that it was difficult to ascertain how fast and how full their respective parks would fill before the "season" [encompassing late spring, summer, and early autumn] had begun in earnest. Most agreed, however, that last year—2014—was a busy year

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and that more of the same was expected in 2015. Most parks reserve a number of sites for long term use and these sites generally reach full capacity during early summer months. Reservations were routinely recommended for long stays or stays during traditionally busy weeks and weekends.

No new parks are expected to be developed in the short to mid-term. Rents for RV sites are reported to have been, and are expected to be, stable over the next few seasons. However, given the nature of short term occupancy associated with RV parks, rents will fluctuate with changes in demand from one season to the next—and sometimes within a season.

### **Market Conclusion**

Within the subject market area, the supply of mobile home and RV spaces are in balance. This is supported by the fact there is no planned development of either mobile home or RV parks. Hence, the outlook is one of stability with no significant changes in market rents expected other than a slight upward trend in line with expected inflation.

### **SUBJECT MOBILE HOME SITE RENT ANALYSIS**

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As noted earlier, the subject trailer sites are located along the Keyhole Reservoir and are rented via an annual Reclamation permit where rent is paid annually, in advance, and use is restricted to 6-months (seasonal use). That is, trailers on the sites may remain for the entire year (12 months), but they can only be occupied during the six month period prescribed in the permit (seasonally).

This is atypical of the marketplace where both mobile home and RV sites are rented without occupancy restrictions and rent is paid intermittently based on use (daily, weekly or monthly). That is, if the mobile home or RV is located on the rented site than the owners may occupy and use the site without seasonal limitations.

Although the seasonal restrictions reflected in the Reclamation permit are atypical for the subject marketplace, mobile home and RV site rentals are the only similar property types reasonably comparable for use in opining market rent for the subject sites. While the subject facility is more akin to a mobile home park with respect to the trailers that are on most of the sites, the nature of its seasonable rental is most similar to RV parks. The trailers that occupy the sites are referred to as park homes, which is a blending of a trailer and a mobile home. These homes are often found in RV Parks as well. Furthermore, when considering the recreational locations and temporary

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use characteristics associated with RV park sites, we deemed these sites the most appropriate for comparison to the subject sites versus mobile home park sites. Hence, mobile home park sites were given secondary consideration, and that data will be discussed later in our analysis.

## **RV PARKS**

A large geographical area was surveyed for RV parks for use in our analysis. The rental survey conducted covered North and South Dakota, Southeastern Montana, and Eastern Wyoming. The survey included parks that bordered well known tourist destinations. The initial survey was intended to be fairly comprehensive; Google, the 2014 Woodall's Campground Guide, and the 2014 Good Sam RV & Travel Guide were all scoured for any privately-operated RV Parks located within the geographical breadth of the rental survey.

Each RV Park included in the survey was contacted in order to determine or, as the case may have been, confirm rates. When reported, seasonal and monthly rates were used for our analysis. These rates include hookups for water, sewer, and electrical service. When rates differed between sites offering a 30 amp electrical service and a 50 amp electrical service, the 50 amp rate was used (although 30 amp service has been typical for RV parks in the past, 50 amp service is becoming more commonly available as parks compete for new more electricity intense RVs i.e., park homes).

We inquired and used seasonal rates (summer) as this is most applicable to the subject site's seasonal use. In general, parks located within a reasonable proximity to popular tourist destinations were more likely to have intra-season rate changes; among parks with variable summer rates, those near popular destinations were also found to introduce more frequent changes in rates. The busiest—and thus, most expensive—weeks or months centered around popular travel dates sometimes precipitated by specific events, e.g. South Dakota's Sturgis Motorcycle Rally, Fourth of July weekend, Labor Day weekend. These increased rates for "peak" times were excluded from the survey, even though a spike in demand and rate for certain weeks or weekends sometimes effected rate changes for the entirety of the associated month(s).

## **ELEMENTS OF COMPARISON**

Differences in characteristics between the subject and its comparable sites were considered for their impact on rent. However, given the atypical nature of the subject sites including their water front location; their rent being procured via annual permit; and the six month limit to their annual

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use (although units may remain on the site the entire year), quantifying adjustments is very difficult if not impossible. Therefore, differences were primarily accounted for qualitatively versus quantitatively.

Market area, tenant draw, distance to tourist attraction, distance to regional population center, the inclusion or exclusion of electricity, the presence or lack of varying amenities including stores and restaurants, Good Sam ratings, appeal of the park and/or site setting, and reputation were all considered for their importance to rent. Obviously not all potential elements of comparison shared equal importance. Some elements interacted with each other or encroached on what other elements took into account; in some cases, assigning adjustments to multiple sets of elements—say, Good Sam ratings and amenities—would be outright redundant. It follows that separating and quantifying each individual element of comparison would prove impossible. Ultimately, those elements deemed to hold the most importance to value were used for the selection of rental properties that could be compared to the subject.

### **Dates of Operation**

For our analysis, we calculated a six-month rental rate for the comparable rentals that reflects the time period between May 1<sup>st</sup> & October 31<sup>st</sup>.

### **Location**

The subject sites are located on federal land and have water frontage along the Keyhole reservoir. This is unique within the subject marketplace (and region as well) for either RV or mobile home parks. Without similarly located parks, it is very difficult to measure the market reaction to the subject's location. However, it was a consensus among those interviewed that the subject's location was superior to both RV and mobile home parks within the region. This is supported by the fact the subject park has been 100% occupied for a number of years; there is a waiting list of potential occupants; and no vacancy were reported when the annual permit fees were recently raised \$1,250 (from \$2,500 to \$3,750). Accordingly, we attempted to use RV parks that exhibited similar demand qualities, i.e. located near recreation features, tourist attractions, and along heavily traveled tourist routes. Even though these parks may not appear all that similar upon first glance, they have similar demand quality and histories of full occupancy during peak summer months. Given the lack of available data to extract an adjustment

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quantitatively, differences in location between the subject sites and comparables were accounted for qualitatively and reflected in our overall rent conclusion.

### **Utilities**

Water and sewer are included in the base rent for the subject sites as it was for the comparable RV sites. Users of the subject sites, along with the RV park patrons, are responsible for the costs associated with using propane (typically used for heating & cooking). While electricity cost is included in the base rent for RV sites, it is sub metered and charged separately for the subject sites (not included in the base rent). Therefore, an adjustment was applied to comparable RV rents inclusive of the fact that the subject sites are subject to a minimum monthly electricity charge (quoted at \$22.50/month) even though the mobile homes are only occupied seasonally.

Park managers indicated that the average monthly electricity use per RV is 600kWh. This amounted to expenses of \$50 to \$90 per month, depending upon which utility provider was servicing the respective locations. In the case of the subject, the purported average use came out to \$67.50 per occupied month. Accounting for the fact that subject sites incur a separate charge for electrical service over the entire year and that the cost of electricity is included in the rent of the RV sites, we adjusted the RV rent downward \$90 each to reflect this difference.

## Amenities

The subject trailer park does not offer amenities that are normally included in the rent for RV parks such as Wi-Fi, cable television, swimming pools/spas, laundry facilities or shower facilities. As expected when trying to compare dissimilar property types, it is very difficult—if not impossible, to extract quantified adjustments; accordingly, these types of differences were accounted for qualitatively and are reflected in our overall rent conclusion.

## MARKET RESULTS AND ANALYSIS

The following chart illustrates the comparison between the subject and comparable RV parks.

RV Park	Subject	Fort Welikit Family Campground	Flying V Cambria Inn	Mountain View RV Park & Campground	Deer Park Campground	Glendo Lakeside RV Park
Location	Moorcroft or Pine Haven, WY	Custer, SD	Newcastle, WY	Sundance, WY	Buffalo, WY	Glendo, WY
Distance to Community	8	2	10	6	1	1
Dates of Operation	May 1 - Oct 31	All Year	June - November	Apr 1 - Nov 1	May 1 - Sep 30	Apr 1 - Nov 15
Monthly Rate		\$ 850.00	\$ 575.00	\$ 660.00	\$ 700.00	\$ 500.00
Electricity Included in Rate	No	Yes	Yes	Yes	Yes	No
Electricity Provider						Wheatland REA
Electricity Adj. (600 kWh)						\$ 97.00
<b>Effective Non-peak Monthly Rate for Recreational Season Adjusted Rate*</b>		<b>\$ 850.00</b>	<b>\$ 575.00</b>	<b>\$ 660.00</b>	<b>\$ 700.00</b>	<b>\$ 597.00</b>
		<b>\$ 760.00</b>	<b>\$ 485.00</b>	<b>\$ 570.00</b>	<b>\$ 610.00</b>	<b>\$ 507.00</b>
Included Amenities						
Internet	No	Yes	Yes (0-)	Yes (0-)	Yes (0-)	Yes (0-)
Cable TV	No	Yes	No	Yes (0-)	Yes (0-)	No
Pool/Spa	No	No	No	Yes (0-)	Yes (0-)	No
Available Amenities						
Laundry		Yes	No	Yes	Yes	Yes
Showers		Yes	Yes	Yes	Yes	Yes
Store	Yes	No (0+)	No (0+)	Yes	No (0+)	Yes
<b>Amenities Adj.</b>			<b>0</b>	<b>-(-)</b>	<b>-</b>	<b>0-</b>
<b>Site Layout &amp; Setting (adj.)</b>	<b>Direct Reservoir Access</b>	<b>Large sites, lots of trees, shade (0+)</b>	<b>Typical, views (++)</b>	<b>Typical, views (++)</b>	<b>Has Privacy (++)</b>	<b>Typical, views (++)</b>
<b>Area &amp; Adjustment</b>		<b>Black Hills (-)</b>	<b>Black Hills (-)</b>	<b>Eastern WY (0)</b>	<b>Eastern WY (0)</b>	<b>Eastern WY (0)</b>
Overall Qualitative Adj.		Slightly Superior (0-)	Slightly Inferior (0+)	Slightly Inferior (0+)	Slightly Inferior (+)	Slightly Inferior (0+)
<b>Value Indication</b>		<b>&lt; \$760.00</b>	<b>&gt; \$485.00</b>	<b>&gt; \$570.00</b>	<b>&gt; \$610.00</b>	<b>&gt; \$507.00</b>

As illustrated above, the adjusted rental rates of the comparables range from \$485 to \$760 per month which equates to \$2,910 to \$4,560 for a six month period. (A 6-month rental rate calculated for the comparables is applicable to the subject's annual permit fee given that the subject sites may only be used for a 6-month period (seasonal), from May 1<sup>st</sup> to October 31<sup>st</sup>.)

## MOBILE HOME PARK SITES

As noted, mobile home park rental sites were researched, but were given secondary consideration due to their year-round use and lack of a recreational component that is reflected in the seasonal use of the subject sites as well as RV parks in general. The data obtained from the mobile home parks spanned a geographic area that included sites surrounding multiple Reclamation administrated reservoirs. Rental rates and other pertinent information were either obtained from or confirmed by either a managing party or office staff at each of the mobile home parks.

Mobile home parks within the subject region are located near employment centers and provide a form of affordable housing for year-round residence. Rental rates are charged monthly with terms based on month-to-month, semiannual or annual leases. Electricity is generally sub-metered while water, sewer and garbage are included in the base site rent.

The following is a summary of mobile home court site rents collected from various mobile home parks throughout Northeastern Wyoming.

	<b>Foothills MH Park</b>	<b>Rolling Hills MH Park</b>	<b>Woodland Park Village</b>	<b>West Park MH Comm.</b>	<b>Mountain View Estates</b>	<b>Sunset Terrace</b>	<b>Cottonwood MH Park</b>
Address	70 Foothills Cir. Gillette, WY 82716	500 Church Ave. Gillette, WY 82716	5901 Coffee Ave. Sheridan, WY 82801	1511 Mydland Rd. Sheridan, WY	1117 Gladstone Sheridan, WY 82801	420 Airport Rd. Sheridan, WY 82801	311 Bighorn Dr. Wright, WY 82732
Phone No.	307-682-8300	307-682-4665	307-674-6713	307-674-4503	307-752-3296		307-464-1404
Monthly Rate	\$ 400.00	\$ 375.00	\$ 310.00	\$ 265.00	\$ 265.00	\$ 325.00	\$ 305.00
<b>Total Rate for Seasonal Rent (Monthly Rate * 6)</b>	<b>\$ 2,400.00</b>	<b>\$ 2,250.00</b>	<b>\$ 1,860.00</b>	<b>\$ 1,590.00</b>	<b>\$ 1,590.00</b>	<b>\$ 1,950.00</b>	<b>\$ 1,830.00</b>
Utilities Included	None	W	None	None	None	W,S,G	W,S,G

As illustrated above, rent ranged from \$1,590 to \$2,400 for six months (reflecting the subject's seasonal rental period). The two parks in Gillette, WY charge significantly more than the others due to the influence of mining; a significant portion of Campbell County's labor force is dedicated to mining and the County's median income skews very high as a consequence. Although Gillette sits closer to Keyhole than either Sheridan or Wright—the locations of the other mobile home courts—there are a couple reasons that severely limit any influence that Gillette's market demand might have on MH rents at Keyhole: Gillette remains a 45 minute drive from the Keyhole Reservoir. Mobile home courts are predominantly used for permanent living situations; even if an individual was willing to commute to Gillette from Keyhole the sites surrounding Keyhole do not provide for year round residence.

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Based on our analysis and not unexpected, the rental rates for mobile home sites represent the lower end of expected rents for the subject sites. This is primarily due to their location near employment centers and use as affordable housing versus the recreational nature of the subject's sites and waterfront location. Although secondary, their consideration and presentation is deemed relevant to our analysis as these type of facilities are most similar physically but not in rental characteristics.

### **MARKET RENT CONCLUSION**

At first glance the comparable rentals may seem more dissimilar than similar, but they are the best and most relevant data available. Important in this type of analysis is the fact that comparability can never be treated in absolute terms. Even relatively poor data can fairly be considered as shedding light on the value if it is the best or only data available.<sup>10</sup>

RV park site rentals are considered the best indicators for the subject rents with no single comparable representative of subject sites, but together they are a cross section of RV rents that are most applicable to the subject sites. The mobile home sites are considered significantly inferior to the subject sites and set the lower end of the rental value range. They are given only secondary consideration.

The adjusted 6-month rental rate for the comparable RV sites range from \$2,910 to \$4,560. Given the overall location and appeal of the subject sites, an annual permit fee from the middle to the upper end of the presented range is reasonable. Also considered in our analysis is the rent currently achieved by the subject sites as illustrated in the following chart.

<b>SUBJECT RENT - ANNUAL PERMIT</b>		
	<u>2014</u>	<u>2015</u>
Annual Rent	\$2,500	\$3,750
Monthly Rent (Annual/12)	\$208.33	\$312.50
<b>6 Month (Annual/6)</b>	<b>\$416.67</b>	<b>\$625.00</b>

After a rent increase this year, the current rent for the subject sites falls within the presented range. Based on the totality of the data analyzed including discussion with both mobile home and RV park managers, **a concluded annual rate of \$4,000 is considered reasonable for the subject sites.** This rate also reflects the fact the subject users are allowed to leave and maintain

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<sup>10</sup> Midstate Theatres, Inc. v. Stanislaus County, 55 Cal.App.3d 864.



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their homes on their permitted sites during the off months when occupancy is not allowed, thereby foregoing any moving or related storage fee typically incurred by RV users.

It also should be noted, that although the comparable sites presented are the most relevant data available, they are not truly indicative of the subject sites regarding terms and characteristics; therefore, the concluded rate is considered to be more reflective of a minimum rate. That is, the demand for the limited number of subject sites may very well allow for a higher rate based on the basic economic principle of supply and demand that is not truly reflected in available data within the subject region. This is supported by rent currently being achieved by the subject sites where rent was recently raised, but occupancy remains at 100%.

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## ADDENDA

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### SUBJECT PHOTOS



Looking northeast at Trailer Site 6. This home is fairly typical of the single wide trailers occupying Keyhole's sites. Notice the deck built off the back. The reservoir sits downhill from the deck some 200 feet or so in the background.



Another shot of Trailer Site 6.



Shown is a typical back porch and descent to reservoir for most mobile homes excepting those on Sites 37 through 40. The picture shown is taken from the Cottonwood Bay portion of the reservoir. The "back yard" of Trailer Sites 37 through 40 descends to the marina.



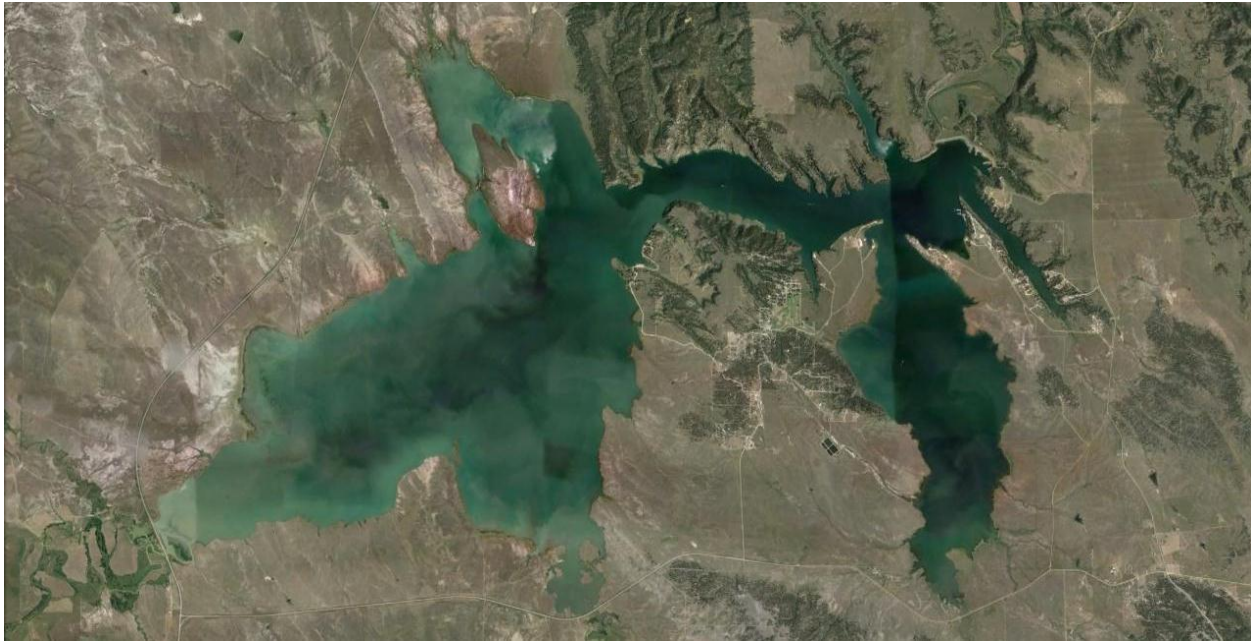
From left to right, the mobile homes on Trailer Sites 40, 39, 35, 34, 33, 32, 31, 30, and 29.



Trailer Site 40. The marina sits downhill from it and the reservoir can be seen in the background.

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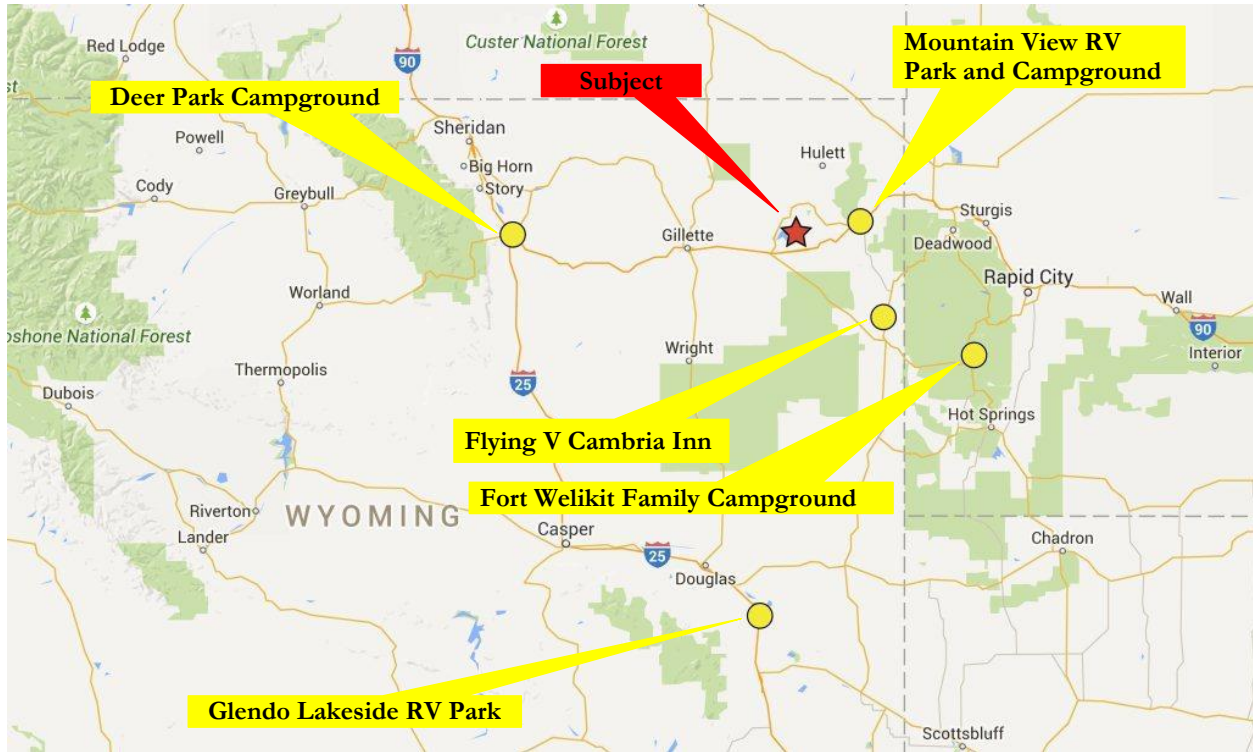
## SUBJECT AERIALS



An aerial view of Keyhole Reservoir. North is up.



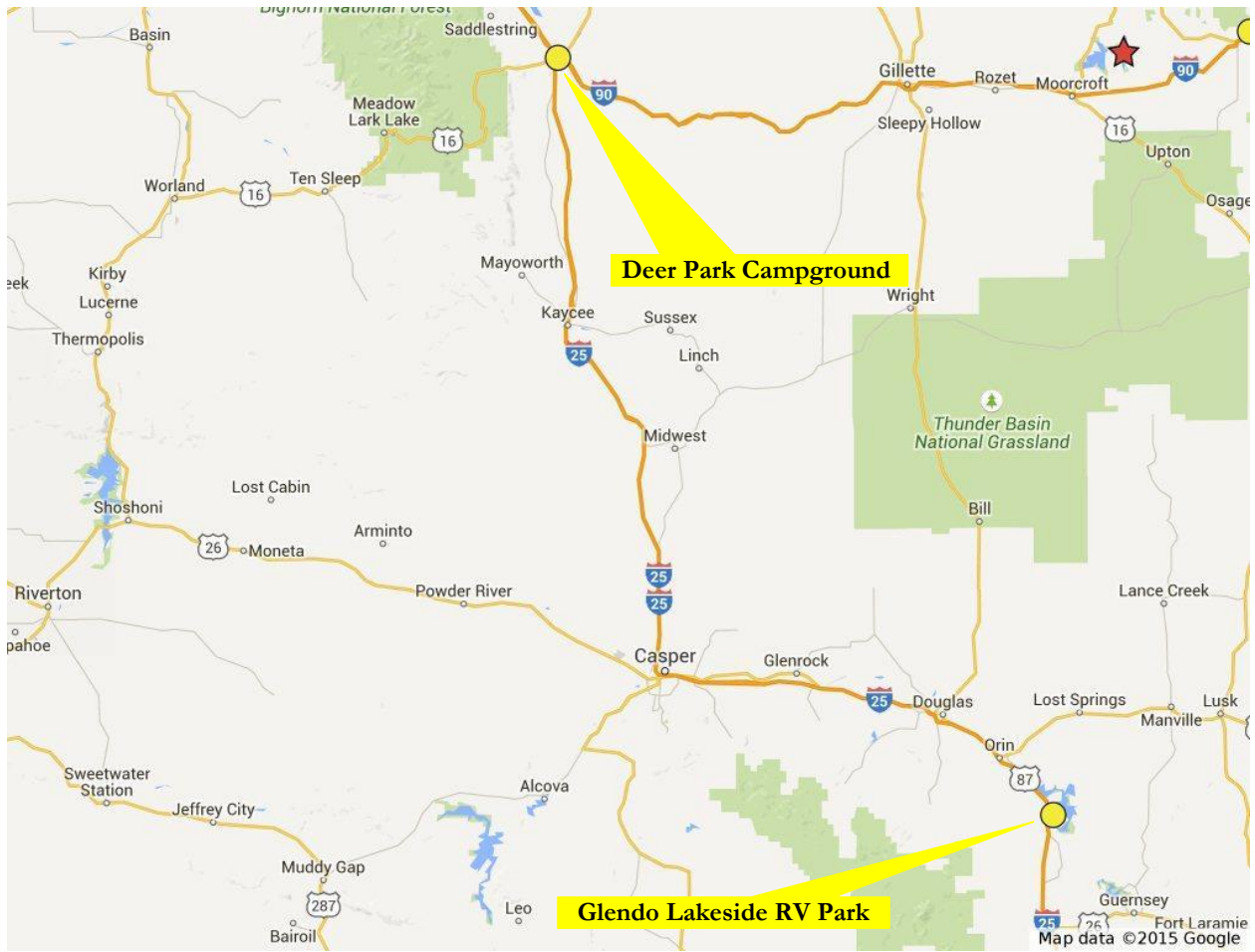
## COMPARABLE MAPS



Overview of the 5 comparable RV parks



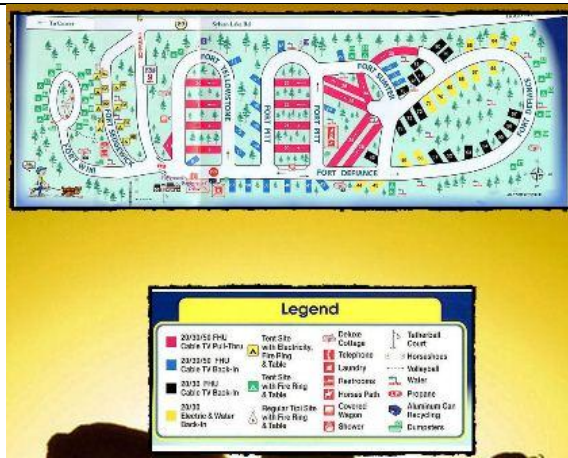
A closer view of the easternmost RV park comparables



A closer view of the westernmost RV park comparables

## COMPARABLE DETAIL SHEETS

### RV RENT COMPARABLE 1



Property Type	RV Park
Name	Fort Welikit Family Campground
Location	24992 Sylvan Lake Rd., Custer, SD 57730
Tenant Draw(s)	Crazy Horse Memorial; Rushmore Memorial; Custer, SD
Dates of Operation	Year Round
Number of Units	≈ 67
Park Description	Fort Welikit is located one mile north of Custer, SD. The site is scattered with lots of pine trees and offers tent sites, cabins, and teepees as well as RV sites.
Amenities	The campground has cable television, laundry facilities, showers, a playground, and free Wi-Fi.
Utilities	Most sites offer full hookups but there are some that are just water and electric. Utilities are included in all rents.
Non-Peak Summer Rate	\$850 per month
Terms	\$850 per month, all utilities included
Source / Confirmation	Staff at 1-605-673-3600

**RV RENT COMPARABLE 2**



Property Type	RV Park
Name	Flying V Cambria Inn
Location	23726 U.S. 85, Newcastle, WY 82701
Tenant Draw(s)	Hunting & recreation near Newcastle, WY and the Western Black Hills
Dates of Operation	June through November
Number of Units	< 15
Park Description	The Flying V caters to hunters and even describes itself as “a premier hunting lodge.” It is located on the edge of the Black Hills. It is 8 miles north of Newcastle, WY.
Amenities	Restrooms and showers are available. Internet is available in the lodge.
Utilities	Some sites offer full hookups; some offer only power and water.
Non-Peak Summer Rate	\$575 per month
Terms	\$575 per month, all utilities included
Source / Confirmation	Staff at 1-307-746-2096



**RV RENT COMPARABLE 3**



Property Type	RV Park
Name	Mountain View RV Park & Campground
Location	117 Government Valley Rd., Sundance, WY 82729
Tenant Draw(s)	Devil’s Tower, Black Hills, Sundance, WY
Dates of Operation	April 1 through November 1
Number of Units	56
Park Description	Mountain View RV Park is located about a mile and a half from Sundance, Wyoming’s city center.
Amenities	The campground has laundry facilities, shower facilities, an outdoor seasonal pool, game room, and a general store with supplies, gifts, and snacks. Wi-Fi is free. Cable television is available for an extra charge.
Utilities	Sites offering full hookups, water and electric service, or solely electric service are offered.
Non-Peak Summer Rate	\$660 per month
Terms	\$660 per month, all utilities included
Source / Confirmation	Staff at 1-307-283-2270

**RV RENT COMPARABLE 4**



Property Type	RV Park
Name	Deer Park Campground
Location	146 U.S. 16, Buffalo, WY 82834
Tenant Draw(s)	Eastern Wyoming; Buffalo, WY is located on a popular travel route to Yellowstone—though it is not close to Yellowstone. Bighorn National Forest is nearby.
Dates of Operation	May 1 through September 30
Number of Units	> 40
Park Description	Deer Park is located near Buffalo, WY.
Amenities	The campground has shower facilities, laundry facilities, a pool, free Wi-Fi, and offers cable television.
Utilities	Sites offering full hookups as well as sites offering only water & electric service are available.
Non-Peak Summer Rate	\$700 per month
Terms	\$700 per month, all utilities included
Source / Confirmation	Staff at 1-307-684-5722

**RV RENT COMPARABLE 5**



Property Type	RV Park
Name	Glendo Lakeside RV Park
Location	631 Lakeshore Drive, Glendo, WY 82213
Tenant Draw(s)	Glendo Reservoir
Dates of Operation	April 1 through November 15
Number of Units	> 40
Park Description	Glendo Lakeside RV Park is located adjacent to Glendo Lake in Eastern Wyoming. The closest town, Glendo, only has a population of about 200 but the lake—and the RV park—is convenient to Interstate 25 which connects Casper and Cheyenne. Both population centers are a little over an hour from the lake.
Amenities	The campground has laundry facilities, shower facilities, a rec hall, and offers free Wi-Fi.
Utilities	Water and sewer are included. Electricity is billed separately for long term tenants. The provider is Wheatland REA. 600 kWh in the Wheatland REA costs \$97.00
Non-Peak Summer Rate	\$500 per month's rent + \$97.00 electric = \$597 per month
Terms	Effectively \$597 per month
Source / Confirmation	Staff at 1-307-735-4161

## 2015 LEASE

JPC Keyhole called "Landlord" And \_\_\_\_\_ hereinafter collectively called "Tenant," mutually agree that landlord leases to tenant the space number \_\_\_ at Keyhole State Park on the following terms and conditions:

1. **Rental Amount.** Landlord agrees to rent to Tenant the above described premises, for a yearly amount of \$3,750.00 a year which shall begin January 1, 2015 through December 31, 2015. Tenant will promptly make all rental payments under the Agreement for the year payable by February 1, 2015, notwithstanding any claims that Tenant may seek to make against Landlord. Tenant agrees at all times to pay rent in full when due even while waiting for settlement of disposition of any such claim, and all monies received by Landlord shall be applied first to additional rent items with the balance to rent.

2. **Late Fee.** Said rental is due and payable on or before February 1, 2015, without right of offset in advance and Tenant agrees to pay as additional rent \$150.00 per month on delinquent rentals. Both parties agree that this is the amount that Landlord is owed for additional rent, and is not a penalty.

3. **Increase.** Yearly rental may be increased or decreased at the option of the Landlord at the beginning of a renewal term upon 30 days notice. Upon receipt of notice Tenant shall have 30 days to vacate if Tenant chooses not to pay the increase.

4. **Tenancy.** Tenant acknowledges that this rental has been made available pursuant to a lease and concession agreement between Landlord and the State of Wyoming and Department of State Parks & Cultural Resources, Division of State Parks, Historic Sites and Trails. Those agreements incorporate certain rules and regulations of the Federal Bureau of Reclamation (BUREC) which regulations prevent exclusive use, and provide rules for the mobile home spaces in part as follows:

(i) Mobile homes/trailers may be used for seasonal use only in accordance with the permit.

(ii) No additional exclusive use mobile homes/trailers may be added.

(iii) Any improvements or replacements of mobile homes/trailers must be approved by JPC-Keyhole LLC in writing. This includes mobile homes/trailers, decks, sheds, and walkways.

(iv) No additional boat docks or stairways are authorized without prior written approval by JPC-Keyhole LLC.

Those agreements further provide for termination at BUREC's discretion in certain instances, and reserve other rights to the State of Wyoming and the Bureau of Reclamation that may impact the Tenant's right to quiet enjoyment. These agreements are available through the State of Wyoming Parks Department. Tenant assumes the risk of any action by these agencies which may impair tenant's use of the property, agrees to comply with the terms of those agreements and agrees that the space shall be available to Tenant only for so long as Tenant complies with the terms of the Lease and Landlord retains the concession. Upon termination of the concession for any reason, Tenant shall not be given a refund of rental.

5. **Holdover.** If neither party terminates this lease, and tenant holds over, the lease will be renewed for a like term, but the rent will be increased as per notice from the landlord. All other terms and conditions of this lease remain in effect. Any occupancy after the term or without payment of rental shall constitute a tenancy by sufferance and any eviction may proceed without 30 day's notice.

6. **Tenant's termination of tenancy.** Tenant shall give Landlord at least 30 days **written** notice before the end of the term of Tenant's intention of vacating the premises. Tenant agrees to leave the space in a clean and habitable condition upon vacating in as good as condition as it was received, reasonable wear and tear excepted. Tenant shall fill in any ruts caused by removal, and shall remove any structures, decks, or the like. The mobile home to occupy the space is described as follows:

7. **Tenant, property-mobile home description and information,** see: **Exhibit A, Must be updated yearly,** and returned with lease. If not returned, lease will not be renewed.

8. **Pets.** See: **Exhibit B**, Must be updated yearly, and returned with lease.

9. **Use.** Tenants shall use the premises as a summer-residence only, and for no other purpose. All tenants and guests must comply with the rules of the park and JPC-Keyhole LLC, or Tenant may be subject to eviction.

10. **Utilities** Tenant shall pay for, electric and other utilities. Landlord shall be responsible for providing the water and septic. Provided; however, tenant shall use the utilities reasonably and not be wasteful, or make excessive use of utilities. If Tenant is in default under the lease or is wasting water or the like, Landlord may terminate services without liability, and without notice. Landlord will use due diligence to provide water, septic services to the premises, but failure to do so will not constitute a constructive eviction or give Tenant any right to reduce or withhold rent. Landlord shall have the right to temporarily turn off equipment and/or interrupt utilities to avoid damage to property or to perform repairs or maintenance, which require such interruption.

11. **Maintenance of Lot and Unit.** Tenant shall maintain the exterior of the mobile home, keeping it painted, and skirted and generally maintain a clean and neat condition. Tenant agrees that failure to keep the lot clean, and maintain the exterior of the home will at landlord's sole discretion, be a material breach of this agreement. If upon inspection, Landlord finds that the premises rented is not satisfactory, Tenant may be evicted. Tenant shall see that the lot is kept free of litter, debris, and items that are unsightly.

See: **Exhibit C**, for rules, exhibit C will be updated yearly.

12. **Damage.** Tenant agrees to reimburse Landlord immediately upon demand for any loss, at cost, for property damage or cost of repairs or service caused by negligence or improper use by Tenant, his agents, family, or guests or trespassers. Tenant shall be responsible for all plumbing stoppages in lines exclusively serving Tenant. Landlord reserves the right to require advance payment for repairs for which Tenant is liable.

13. **Condition of Premises.** Tenant has inspected and accepts the premises and associated facilities and assumes potential hazards of the same, including but not limited to streets, parking areas, septic facilities, and acknowledges all to be in a clean, safe and habitable condition.

14. **Liability of Landlord.** It is expressly understood and agreed that the Landlord will not be liable for any damages or any injury or death to the Tenant or Tenant's family or guests, nor for Tenant or Tenant's family's or Tenant's guest's property **from whatever cause** arising from the occupancy of said premises by the Tenant. Tenant agrees to assume all legal responsibility for the acts and conduct of any visitors, trespassers or otherwise. Tenant will not violate any laws on the premises, nor allow others to do so. Tenant will hold Landlord harmless from any lawsuits or claims and indemnify Landlord, its agents employees, principals and assigns from such claims paying all costs of defense, fees of consultants, experts, attorneys and the like. Tenant will get rental or homeowners insurance to protect him against such claims and or damages and that shall be Tenant's only recourse. Any policy will name Landlord as a named insured. Tenant shall provide proof of the policy upon return of yearly annual lease agreement, with said policy covering from January 1<sup>st</sup> thru Dec 31<sup>st</sup> of said year. **Proof of insurance policy must be returned with the annual lease agreement. If tenant does not return proof of insurance with yearly agreement, the tenant's lease will not be renewed.**

15. **Assignment.** Tenant shall not transfer his interest in and to this Rental Agreement, nor shall the Tenant assign or sublet the said premises, or any part thereof, or, in Tenant's absence or otherwise, permit others to occupy the premises without first having obtained the written consent of the Landlord. Tenant agrees and understands that he/she will remain liable on this lease until the lease is properly terminated, rent paid, and the mobile home removed no matter who is in it.

16. **Right of Entry.** Landlord shall have the right to enter and inspect the lot and mobile home at all reasonable times to insure maintenance and safety of premises, and verify compliance with the terms of the lease.

17. **Rules.** Activities or omissions of the Tenant(s) that disturb other occupants of the park, or surrounding premises, or cause unnecessary expense or complaints shall be corrected promptly upon request, or Tenant shall be in default of this lease and subject to eviction. Landlord reserves the right to adopt rules for the tenants in mobile homes, and for their use of park facilities. Tenant agrees to abide by those rules upon notice of their adoption, or upon them being posted in the marina.

18. **Repayment of Costs.** Tenant agrees that in case Landlord, by reason of the failure of Tenant to perform any of the provisions hereof, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires the payment of money, then the sum or sums so paid or required to be paid, together with all interest, costs, and damages, shall be collectable as additional rent in the same manner and with the same remedies as if it had been originally reserved.

19. **Vacation of Premises.** At the end of the term, Tenant agrees to peaceably vacate the premises, and leave it in as good as condition as it was when the tenancy began, wear and tear excepted. If there is a default under this lease, or the tenancy ends at Landlord's request, or the lease terminates for any other reason, Tenant agrees to vacate said premises within 30 days after being notified in writing. Any 30 day notice to vacate will be by certified letter. If tenant is in breach of this lease which breach continues for the 30 days after written notice is given of the breach tenant may be locked out of the mobile home. TENANT WAIVES HIS RIGHTS TO AN EVICTION PROCESS AND AGREES TO HOLD LANDLORD HARMLESS FOR ALL DAMAGES TO TENANT OR HIS INVITEES OR GUESTS AND TO THE MOBILE HOME OR ITS CONTENTS OR PETS THAT MAY BE DAMAGED. LANDLORD MAY ALSO MOVE THE HOME OFF THE LOT TO ANY OTHER LOCATION. Utilities may be cut off. Tenant agrees that this can be done WITHOUT LIABILITY OF LANDLORD.

20. **Sales of Mobile Home.** Sale of the mobile home to another party will cause a termination of the lease. No transfer will be allowed without the adherence of the lottery system required by the Landlord. The landlord must approve of all mobile home sales, mobile home lot changes, and mobile home replacements.

21. **Default.** If Landlord determines that any of the representations made in the rental application are not true, or determines that the Tenant has engaged in objectionable or improper conduct, or has failed to abide by the rules or violates any of the terms or conditions of this Lease, it shall be sufficient cause for eviction from said premises, and if a lawyer is hired, or legal action is taken by Landlord in the event of default under or breach of this Agreement, for eviction, or otherwise, Tenant shall be liable for all costs of such action, including a reasonable attorney fee incurred by Landlord or any collection fees or percentage charged by a collection agency if this is turned over for collection in addition to the amount of the rent. In addition, Tenant shall be liable for all damages as defined in this agreement, and for the remaining rental due for the term of the lease. Tenant shall not be entitled to a refund. Termination of the lease, and or eviction of Tenant shall not prevent landlord from pursuing his other remedies under this lease, or at law. If Landlord has to remove the mobile home, camper or the like from the lot, Tenant will be charged as part of the damages, the moving expense. Tenant agrees that \$2,500.00 is a reasonable price for removal of a mobile home, but more may be charged if Landlord hires someone else to do it. Upon removal of the mobile home, if in Landlord's opinion it has little value, then it may be sold for scrap or otherwise dealt with, and Landlord shall not have an obligation to account to tenant, nor any liability for the loss of the home, or damage to it.

22. **Fees for Cleaning and Repair.** Tenant shall pay \$50.00 per hour to Landlord for cleaning and repair if Landlord elects to clean or repair the lot. If the work is hired out, Tenant shall pay the cost charged.

23. **Lien.** Landlord shall at all times have the right to distraint for the rent due, and at all times shall retain a valid and first lien upon all of the property of the tenant in or about said premises, as security for the payment of all rent or storage, or charges herein reserved, and no furniture or other contents or mobile home shall be removed therefrom by the tenant without first obtaining from the landlord, or the person in charge of said lot, a permit therefor. Nothing herein contained shall in any manner be held to restrict or abridge any remedy otherwise given by law for the collection of said rent or for the recovery of the possession of said premises.

24. **Venue.** Any action to enforce the terms of this lease or bring a forcible entry and detained action may be properly venued in Crook County Wyoming.

25. **Abandonment.** It is further mutually agreed that in case the premises are abandoned, or left vacant, and any part of the rent herein reserved is unpaid at that time, the landlord may, but is not obliged to, remove the mobile home and its contents from the premises and retake possession of the premises and rent the same for such rent and upon such conditions as the landlord may think best. For purposes of this agreement, the mobile home will be deemed abandoned if the Tenant is no longer living there, and the Tenant has not paid annual rent by March 1<sup>st</sup>, or other arrangements made with landlord.

a. In the event that the landlord opts to remove the contents, it shall not be liable for any damage, and the tenant shall be responsible for any and all costs incurred by landlord and for a storage fee on the contents as set by landlord. Any contents left by tenant may be deemed abandoned by Landlord and Landlord retains no liability for the care of these articles. Tenant waives any rights to the property that may be provided by law.

26. **Miscellaneous** Tenant acknowledges that landlord's sending of a statement of amounts owed by Tenant, or a refund within 60 days of termination of this lease or within 60 days after repair of damage whichever is later shall be in reasonable compliance with Wyoming Law. Tenant hereby waives collection of any penalties or attorney fees against Landlord.

27. **Entire Understanding.** The tenant hereby declares that in entering into this lease he, or she, relied solely upon the statements contained in this lease and fully understands that no agent or representative of the landlord has authority to in any manner change, add to or detract from the terms of this lease. This contains the entire understanding of the parties. No change shall be made unless in writing, supported by consideration and signed by all parties.

28. **Binding to Heirs.** This Agreement is binding upon the heirs, executors, personal representatives and assigns of the parties hereto. Time is of the essence hereof. The parties hereto acknowledge and affirm that they are of legal age and competent to enter into this Agreement, have read and understood the same, agree to be bound by the terms and conditions hereof, and by the execution hereof that they have received a copy of this Rental Agreement. All transfers of property or contract are at the discretion of the landlord and may not be allowed to be handed down to the heirs.

29. **Waiver.** It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any modification of this agreement must be in writing, signed by both parties, and supported by consideration. No acceptance of past due rent after default shall be deemed a waiver of Landlord's rights.

30. **Tenant Information, Must be updated yearly using Exhibit D.** The tenant must fill out the information and return with lease. This information is important for concessionaire's emergency response plan. The information also gives us details needed for future park planning.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 \_\_\_\_\_.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant {s}

\_\_\_\_\_  
Tenant {s}

Adam Bradshaw

401 W Peachtree St. NW Ste. 1705, Atlanta, GA 30308

404-526-0091

adam\_bradshaw@ios.doi.gov

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Appraiser Trainee	Licensed with Georgia Real Estate Appraisers Board
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Education	B.A. in English, Washington State University, 2011
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Appraisal Courses	Comparative Analysis, Appraisal Institute (AI), 2013 Basic Appraisal Principles, AI, 2013 Basic Appraisal Procedures, AI, 2013 15-Hour National USPAP, AI, 2013 Residential Report Writing & Case Studies, McKissock Institute, 2013 Best in Business Ethics, American Society of Farm Managers & Rural Appraisers (ASFMRA), 2014 Sales Comparison Approach, ASFMRA, 2014 Market Analysis/Highest & Best Use, ASFMRA, 2014 Cost Approach, ASFMRA, 2014
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# APPRAISER QUALIFICATIONS

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## **James T. Green**

MAI, SRA, R/W-AC

### **PROFESSIONAL EXPERIENCE**

#### **Department of the Interior – December 2012 to Present**

##### **Office of Valuation Services**

##### **Review Appraiser**

Working with the National Park Service, Bureau of Land Management, & Bureau of Reclamation, I have performed complex appraisal and review assignments in multiple states. Appraisal purposes include acquisition, disposal, exchange & trespass. Assignments were completed in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) as well as the Uniform Standards of Professional Appraisal Practice (USPAP).

#### **U.S. Army Corps of Engineers – March 2011 to December 2012**

##### **Sacramento District - Technical Support Branch**

##### **Review Appraiser**

Duties included reviewing appraisal reports submitted by contract appraisers to insure appropriate methods and credible results regarding the acquisition and disposition of real property including requirements for Federal cost share projects. I also performed complex appraisal assignment in California, Utah and Arizona. As a member of a project team, I also provided expertise regarding the impact proposed real estate acquisitions will have on project costs. Projects vary from partial acquisition of property rights to very extensive and complex planning such as large scale levy improvements involving hundreds of parcels and thousands of property interest. Assignment were complete in accordance with the U.S. Army Corps of Engineers appraisal standards as outlined in EC 405-1-04; the Uniform Appraisal Standards for Federal Land Acquisitions as well as the Uniform Standards of Professional Appraisal Practice.

#### **Ventura County Assessor's Office – June 2009 to February 2011**

##### **Senior Appraiser**

I worked with property owners, their agents, and attorneys by reviewing in-house appraisals along with those submitted by property owners to resolve complex appraisal and assessment issues. I not only needed to understand and apply appraisal methodologies, but understand and adhere to the Revenue & Taxation Code along with corresponding case law. I tactfully work to resolve valuation issues that were, at times, vigorously contested by property owners and their agents including attorneys. The majority of cases were tactfully resolved through meetings and written explanations of appraisal methods, pertinent laws and facts of each case. However, when necessary I represent the County Assessor at formal courtroom type hearings. I provide expert testimony supporting the appraisal methods I used along with answering questions in defense of my conclusions from members of the Appeal's Board, property owners, their representatives and attorneys.

#### **Green Realty Advisors – January 1998 to May 2009**

##### **Owner / Appraiser**

Owner of an independent appraisal office where I provided appraisal related services to a wide variety of clients including: attorneys, accountants, lenders and governmental agencies. I managed the entire operation including client development/relations, developing interoffice management & policies while training and supervising up to 6 staff appraiser and 2 support personnel. I supervised and trained appraisers from their initial Provisional/Trainee License through State Certification. At the time, I

was also an approved course provider with the Office of Real Estate Appraisers (California) providing/teaching continuing educational course to staff and outside appraisers.

**The Renken Company – January 1996 to December 1997**

**Staff Appraiser**

As an appraiser I performed residential and commercial appraisal assignments on a wide variety of property types under the direction of John Renken, MAI.

**Property Science Group, Inc. – 1993 to 1996**

**Managing Appraiser**

Moved from staff appraiser to managing appraiser for the Los Angeles office where I assigned jobs and reviewed reports while appraising a wide variety of complex Commercial, Industrial & Residential property types including vacant land and proposed construction under the direction of Paul Chandler, MAI.

**PROFESSIONAL LICENSES**

Certified General Real Estate Appraiser - State of California – License No. AG018573

**Former Licenses & Experience**

Certified Property Tax Appraiser - Certificate No. 10529

Real Estate Broker License

General (B) & Manufactured Home Contractor License

Manufactured Home Dealer License

**PROFESSIONAL MEMBERSHIPS**

I hold the MAI & SRA designations from the Appraisal Institute along with the Certified Appraiser (R/W-AC) from the International Right of Way Association. I am also an associate member of the American Society of Farm Managers & Rural Appraisers working toward the Real Property Review Appraiser Designation (RPRA).

**EDUCATION**

B.A., Geography, California State University Fullerton, Fullerton CA

A.S., Business, Citrus Community College, Glendora, CA

Continuing Education Courses and Seminars are primarily through the Appraisal Institute, American Society of Farm Managers & Rural Appraisers, International Right of Way Association and the California State Board of Equalization.



# Appraisal Review Report

**Review of** Keyhole Reservoir Trailer Sites

**Review for** Bureau of Reclamation

**Date of Value** December 3, 2014

**Date of Review** June 10, 2015

**Reviewer(s)** Charles LaFlamme, MAI  
**Office of Valuation Services**



## United States Department of the Interior

AS-Policy Management and Budget  
Office of Valuation Services  
2180 Harvard Street, Suite 380  
Sacramento, CA 95815

### Transmittal

**IVIS Number:** P14027

**Date:** June 10, 2015

**Agency Case ID:** 00065192

**To:** Bureau of Reclamation  
Alex Morgan, Realty Specialist  
2121 4<sup>th</sup> Ave North  
Billings, MT 59101

**Subject:** Appraisal Review  
Keyhole Reservoir Trailer Sites

My review report concerning the appraisal of the above captioned property follows this letter, comprised in these sections:

Executive Summary .....	4
Review Scope of Work .....	5
Review Analysis .....	7
Review Conclusion .....	10

This appraisal involves the estimation of annual market rent for the trailer sites found around Keyhole Reservoir in Crook County Wyoming. The rent estimates were prepared by Adam Bradshaw and James T. Green, MAI, R/W-AC of the Office of Valuation Services. The rents are reflective of the terms in license agreements that are associated with the sites.

The trailer sites are on federal land that surrounds the Keyhole Reservoir. The reservoir and the land surrounding the reservoir are administered by the Bureau of Reclamation. The trailer sites are not legal lots, rather are sites defined by a site plan and which are rented via a license agreement.

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Enter reviewer phone number and email.

Based on my review dated June 10, 2015, I **APPROVE** the appraisal for your use.



Charles LaFlamme, MAI

## Executive Summary

	<b>Appraisal</b>
<b>Appraiser(s)</b>	Adam Bradshaw and James Green, MAI, R/W-AC Staff appraisers with Office of Valuation Services
<b>Property Owner</b>	USA, administered by the Bureau of Reclamation
<b>Property Appraised</b>	Trailer sites Keyhole Reservoir
<b>Real Property Interest</b>	License agreement
<b>Extraordinary Assumptions</b>	That there were no changes to the sites since the physical inspection on 3 December 2014
<b>Hypothetical Conditions</b>	None
<b>Highest &amp; Best Use</b>	Not applicable – valued per the terms of the license agreement
<b>Date of Value</b>	December 3, 2014
<b>Market Rental Value</b>	\$4,000 per year per site (If applicable, enter \$/unit here)

	<b>Review of the Appraisal</b>
<b>Client</b>	Bureau of Reclamation
<b>Intended User(s)</b>	Bureau of Reclamation
<b>Intended Use</b>	Establish annual rental subject to the terms of the license agreement
<b>Date of Review</b>	June 10, 2015
<b>Review Conclusion</b>	<b>APPROVE</b>

## Review Scope of Work

<b>Regulatory Compliance</b>	My review development and this review report comply with: <ol style="list-style-type: none"><li>1. USPAP, Standard 3</li><li>2. OVS Valuation Policy Manual (602 DM 1)</li></ol>
<b>Purpose of the Assignment</b>	This review concludes the appraisal report's credibility by analyzing the <ol style="list-style-type: none"><li>1. Completeness of the material presented within the applicable scope of work</li><li>2. Accuracy, adequacy, and relevance of the data and propriety of adjustments to the data</li><li>3. Appropriate appraisal methods and techniques</li><li>4. Appropriateness and reasonableness of the analysis, opinions, and conclusions</li><li>5. Current usefulness to the intended users of my review report</li></ol>
<b>Extent of Review</b>	<i>Appraisal Report:</i> Technical desk review  <i>Subject Property:</i> I did not inspect the subject sites  <i>Market Research:</i> I did not review the comparable rentals nor did I research any comparable rentals or asking rents for further analysis or consideration. The review was limited to the data presented in the appraisal report.
<b>Limiting Conditions</b>	<ul style="list-style-type: none"><li>• I do not authorize the out-of-context quoting from, or partial reproducing of, this review report.</li><li>• I base this review report on information and data contained in the appraisal report.</li><li>• I assume that the data contained in the appraisal report are factual and accurate.</li><li>• I reserve reconsidering my review conclusions should information become available that contradicts the data relied on in the appraisal report.</li></ul>
<b>Extraordinary Assumptions</b>	None.
<b>Hypothetical Conditions</b>	None.

**Consult with  
Appraiser**

*Instructions:* The appraisers followed the SOW

*Pre-Work Meeting:* N/A

*Requests for Revision:* The RA critiqued the report send comments to the staff appraisers.



## Review Analysis

<b>Certification</b>	Adequate
<b>Limiting Conditions</b>	Adequate
<b>Extraordinary Assumptions</b>	Adequate
<b>Hypothetical Conditions</b>	Adequate
<b>Scope of Work</b>	Adequate
<b>Client</b>	Adequate
<b>Intended Users</b>	Adequate
<b>Intended Use</b>	Adequate
<b>Date of Value</b>	Adequate
<b>Date of Report</b>	Adequate
<b>Definition of Market Rental Value</b>	Adequate
<b>Property Rights Appraised</b>	Adequate
<b>Summary of Appraisal Problems</b>	The rights appraised were the terms of the license/permit agreement Adequate
<b>Legal Description</b>	Not applicable
<b>Contact with Owner</b>	Not applicable
<b>Property Inspection</b>	Adequate
<b>Location and Neighborhood</b>	Adequate
<b>Property Description</b>	Adequate

<b>Legal and Physical Access</b>	Adequate
<b>Use, Rent, and Sale History and Analysis</b>	Not applicable
<b>Tax Assessment Analysis</b>	Not applicable
<b>Zoning and Land Use Restrictions</b>	Not applicable
<b>Other</b>	Not applicable

**Valuation**

<b>Highest and Best Use Estimate</b>	Not applicable
<b>Comparable Rentals Selection</b>	Adequate
<b>Comparable Rentals Description</b>	Adequate
<b>Adjustment Characteristics</b>	Adequate
<b>Adjustment Methodology</b>	Adequate
<b>Unit of Measurement</b>	Adequate

**(GBA/NRA/UA)  
Selection**

**Expense Basis** Adequate  
**(NNN, Full Service,  
Gross, etc.)**

**Lease Terms** Adequate

**Conditions of Lease** Adequate

**Tenant** Not applicable  
**Improvement**  
**Allowance**

**Market Conditions** Adequate

**Location** Adequate

**Physical** Adequate  
**Characteristics**

**Economic** Adequate  
**Characteristics**

**Use** Adequate

**Other** Not applicable

**Rental Value** Adequate  
**Reconciliation**

## **Review Conclusion**

### **Completeness and Accuracy of the Material Presented**

The intended use of the report is clear and the user/client is clearly identified. The appraiser identified Reclamation as the client and the user. The appraisal problem was clearly identified, the subject site was clearly described. The scope of work undertaken is the same or similar to that developed for other properties. The appraisal process/procedures employed by the appraiser in arriving at his rental conclusion was understandable to the reviewer and is considered appropriate for the appraisal problem. The relevant property characteristics were set out in a manner that was understandable to the reviewer and appraiser provided enough information and analysis to allow the reviewer to understand the thinking leading to the opinion of rental value.

### **Adequacy and Relevance of the Data and Propriety of Adjustments**

The appraiser's surveyed five RV parks/campgrounds in the greater area of the subject four were in Wyoming and one was in South Dakota. The appraiser also survey six mobile home parks, all were located in Wyoming. The number of RV and mobile home parks surveyed is considered adequate and a representative sampling of the rents in the area for these types of housing. The appraiser undertook a qualified discussion and bracketed the subject with the indicated rents. This is an accepted way to analyze rent comparables. The data utilized and the analysis made then is thought to be adequate and relevant to the assignment.

### **Appropriateness of Appraisal Methods and Techniques**

The subject sites are located on a reservoir and are considered lakefront properties. The use of the sites are restricted to a six-month period during the year, no year round occupancy is allowed. The sites can be considered seasonal vacation sites. Other reservoirs in the state area also government owned. No private lakes were encountered where similar seasonal vacation sites could be found that would be considered market driven. The appraisers then had to survey alternate forms of rental housing to measure the reasonable rent that could be achieved. To that end the appraisers surveyed RV Parks and mobile home or trailer parks. RV parks were surveyed because they cater to vacation travelers and because they are often rented on a monthly or seasonal basis. RVs in the form of trailers could be placed on the subject sites. Additionally, mobile home parks were surveyed because many of the homes on the subject sites are mobile homes and park rents are either on a monthly or annual basis. Both surveys are considered appropriate for the subject sites.

### **Appropriateness and Reasonableness of the Analysis, Opinions, and Conclusions**

The adjusted rents ranged from a low of \$485 per month to a high of \$760 per month for the RV parks, this equates to a range of \$2,910 to \$4,560 for a six month period. The mobile home park rental ranged from a low of \$265 to a high of \$400 on a monthly basis equating to a six month rental ranging from a low of \$1,590 to a high of \$2,400. The appraisers concluded that the RV rentals were the best indicators as the mobile home parks were inferior in amenities overall. The

appraiser concluded that \$4,000 was a reasonable estimate of market rent on an annual basis for the subject sites. The review appraiser understood the scope of work and followed the reasoning of the appraisers leading to their conclusion of market rent and opines that the conclusion is reasonable and appropriate.

### **Date of Review Report**

June 10, 2015

### **Reliability of Value Conclusion as of the Date of Review Report**

The annual rental of \$4,000 is considered to be a reasonable estimate of market rent as of December 3, 2014.

### **Conclusion**

**APPROVE**

## Reviewer's Certification

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this work under review and no personal interest with respect to the parties involved. Although the United States Department of the Interior is my employer, I am acting without prejudice towards that party.
- I have no bias with respect to the property that is the subject of this report or to the parties involved.
- My engagement on this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analysis, opinions, and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within a three-year period immediately preceding acceptance of this assignment.
- No one provided me significant appraisal review assistance.
- I have not made a personal inspection of the subject of the work under review.
- As of the date of the report, I have completed the continuing education program of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
- The reported analyses, opinions, and conclusion were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.



Charles LaFlamme, MAI

June 10, 2015

## Reviewer Qualifications

### **Charles W. LaFlamme, MAI**

Actively engaged as a real estate analyst and consulting appraiser since 1974.

Review Appraiser - Office of Valuation Services - Department of the Interior  
2180 Harvard Street, Suite 380  
Sacramento, CA 95815  
(916) 566-7036,  
claflamme@ios.doi.gov

### **Professional Background**

Owner - North Valley Land Services, Chico, CA (2002-09)  
Independent appraiser – Sacramento, CA (1998-02)  
Owner - Urban Pacific Services Corp, Newport Beach/Irvine, CA (1982-98)  
Staff Appraiser - Foreman, Thompson & Associates/REAN, Newport Beach, CA (1975-82).  
Staff Appraiser - State Mutual Savings, Newport Beach, CA (1973-75)

### **Educational Activities**

BA Degree, Business and Economics, Chapman University (1976)  
Certificate, Suburban Agriculture, Sierra College, (2002)

Has successfully completed the following courses:

SREA 101 - An Introduction to Appraising Real Property  
SREA 201 - Principals of Income Property Appraisal  
AIREA II - Urban Property  
AIREA VI - Investment Analysis  
AIREA VIII - Litigation Analysis  
AI - Valuation of Conservation Easements  
AI - Uniform Appraisal Standards of Federal Land Acquisitions  
AI - Advanced Market Analysis and Highest & Best Use  
AI – Appraisal Review - General  
IRWA Skills of Expert Testimony  
IRWA Course 101, Sec. 3 Real Estate Acquisition Law  
IRWA Course 901 Engineering Plan Development  
IRWA Course 902 Property Descriptions  
IRWA Course 802 Legal Aspects of Easements  
ASFMR Ranch Appraisal I & II

Also has taken numerous graduate courses in business, finance, mathematics and statistics, and attended seminars in valuation problems, real estate economics, and mineral economics.

### **Licenses and Certifications**

MAI member of the Appraisal Institute, Certificate No. 6585 (1982)  
Certified General RE Appraiser, California - Bureau of RE Appraisers - AG002325

### **Professional Work**

Member, Assessment Appeals Board, Sacramento County, 2000-2002

Past President - Sacramento-Sierra Chapter - Appraisal Institute (2010)  
Chair, Region 1 - National Board of Directors – Appraisal Institute (2013-2016)

**Expert Testimony**

Superior Court - Orange County, Los Angeles County, Butte County  
Federal Bankruptcy Court - Orange County, Los Angeles County, Sacramento County



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## STATEMENT OF WORK (SOW) Office of Valuation Services

**Agency Case ID:** [N/A]

**IVIS Number:** [R13019/00040330]

- Appraiser Instructions:**
1. Perform and complete a Market Rent Survey of residential/recreational lots similar to those located at the Keyhole Reservoir located in Crook County, Wyoming. The survey should only consider the rental data of unimproved land. The rent survey will be used to aid the Bureau of Reclamation in determining a yearly fee for the seasonal recreational lots surrounding the Keyhole Reservoir. These lots are currently being managed by the Bureau of Reclamation of the Dept. of Interior, USA.
  2. The Office of Valuation Services review appraiser for this appraisal assignment will provide contacts for this assignment as needed.

### **SECTION 1 – SUBJECT IDENTIFICATION & GENERAL INFORMATION**

<b>Identification:</b>	<i>Project Name</i>	Keyhole Reservoir
	<i>Location</i>	Crook County, Wyoming
	<i>Acreage</i>	3 acre or less sites
	<i>Number of Parcels</i>	30 trailer sites
	<i>Property Type</i>	Recreational/Residential Sites
	<i>Case Type</i>	Market Rent Survey

**Client:** U.S. Department of the Interior, Office of Valuation Services (OVS)

**Intended Users:** The market survey will be used by the Bureau of Reclamation on behalf of the United States of America.

**Intended Use:** The intended use of the analysis is to research the local rental market and report it in a summary manner. This data will assist the Bureau of Reclamation in determining a yearly use fee for the recreational sites surrounding the Keyhole Reservoir. It is not intended for any other use.

## **SECTION 2 – APPRAISAL REQUIREMENTS & INSTRUCTIONS**

- Appraisal Standards:** Uniform Standards of Professional Appraisal Practice (USPAP).
- Extraordinary Assumptions:** None.
- Hypothetical Conditions:** None
- Jurisdictional Exceptions:** None
- Property Inspection:** The appraiser must inspect the subject property area and all of the market properties used in survey, unless the OVS Review Appraiser has approved other conditions in writing.
- This is a USPAP compliant report. The portions of USPAP that apply generally to appraisal practice include the DEFINITIONS, PREAMBLE, CONDUCT, MANAGEMENT, and CONFIDENTIALITY sections of the ETHIC RULE, the COMPETENCY RULE, and the JURISDICTIONAL EXCEPTION RULE. (USPAP: Advisory Opinion 21)
- The appraiser will be required to attend a pre-work meeting with the assigned OVS Review Appraiser, and/or other agency representative, and other interested parties.
- Controversies/Issues:** Should other controversies or issues be identified by the appraiser during the course of the assignment, the OVS Review Appraiser identified in Section 3 of this document must be immediately notified. The following issues have been identified:
- Legal Instructions:** None.

**Special Appraisal Instructions:**

1. The appraiser may not communicate assignment results to any party except OVS until authorized to do so in writing by OVS.
2. Any communication (verbal or written) with the Client Agency (Bureau of Reclamation) shall include the assigned OVS Review Appraiser.

**General Appraisal Requirements & Instructions:**

1. The appraiser must hold a valid license as a Certified General Appraiser for the jurisdiction in which the subject property is located. (Valid credentials include those obtained directly from the jurisdiction, those issued under a reciprocity agreement, and/or those characterized as “temporary” under the jurisdiction’s licensing and certification statutes.)
2. The OVS Statement of Work must be included within the Addenda to the appraisal report.
3. This appraisal assignment does not need to comply with UASFLA. It must confirm to USPAP.
4. This is a market survey as directed under USPAP (AO 21)
5. Color photographs and maps of comparable properties shall be included in the appraisal report. OVS will accept aerial photographs for comparable properties, unless the aerial photographs do not accurately represent the property as of the date of inspection. The appraiser must photograph any unusual property features from the ground.
6. The report will be reviewed for compliance with the terms of this Statement of Work. Any findings of inadequacy will require clarification and/or correction.
7. The appraiser shall consider the Market Survey and all DOI internal documents furnished to the appraiser to be confidential. Refer all requests for information concerning the appraisal to the OVS Review Appraiser. While the public is not an intended user of the appraisal report, the Freedom of Information Act (FOIA) and Agency policy may result in the release of all or part of the appraisal report to others.
8. OVS will not normally accept custody of confidential information. Should appraiser find it necessary to rely on confidential information, he/she will contact the OVS Review Appraiser for instructions. The Review Appraiser will view the information and provide further instruction to the appraiser regarding handling and storage of the confidential information.
9. If including any proprietary information in the appraisal, appraiser must gain concurrence from OVS Review Appraiser and deliver the proprietary information in a separate binder.

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### **SECTION 3 – PERFORMANCE & SUBMISSION REQUIREMENTS**

The appraiser must address any questions regarding appraisal instructions and/or technical requirements for the appraisal to the OVS Review Appraiser. The contract award will identify the OVS Review Appraiser and his/her contact information.

The Target Period of Performance for the delivery of the initial appraisal report to the OVS Review Appraiser is 60 calendar days from the Date of Award. Contractors must provide the appraisal services within the performance period specified, and/or otherwise state an alternative Period of Performance with justification.

#### **Deliverable/Task Schedule:**

<b>REQUIRED DELIVERABLES</b>	<b>DELIVERY DATE</b>
Pre-Work Meeting	Not required
Initial Report	60 Days, or less
Review Period	15 Days
Final Market Survey Report	30 Days after Initial Report Delivery

#### **Provided Subject Property Exhibits:**

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

1. Sample market survey report
2. Location Map
3. Aerial Photo / Overlay
4. Copy of typical site permit