

June 12, 2017

Mark A. Richards, PE
City Engineer
City of Franklin
70 E. Monroe St.
Franklin, IN 46131

RE: Engagement Contract for appraisal services

Mr. Richards:

This is an engagement letter to perform an appraisal on the property described below. When you sign this engagement letter, Valbridge Property Advisors | Mitchell Appraisals, Inc. is committed to performing the services as outlined here, and you, as the client, are responsible for certain tasks, including fee payment, based on the terms outlined in this engagement.

Description of Property to be Appraised

<i>Location</i>	The approximate location of the subject is in Northeast corner of Commerce Dr. and N. Graham Rd., Franklin, IN
<i>Brief Property Description</i>	Industrially zoned vacant Land
<i>Special Features</i>	Assumes no billboard or cell tower valuation Assumes no environmental contamination or conservation easements

Scope of the Project

Client^a City of Franklin

^a USPAP Definitions "the party or parties who engage an appraiser (by employment or contract) in a specific assignment." Comment Section "... is the party or parties with whom the appraiser has an appraiser-client relationship in the related assignment..."

<i>Intended User^b</i>	City of Franklin
<i>Other Intended Users (must be identified at the time of engagement)</i>	None
<i>Intended use</i>	Internal uses
<i>Value Type</i>	Market Value
<i>Legal interest appraised</i>	Fee simple
<i>Effective Date of Value(s) will be</i>	As-Is
<i>Report type</i>	Narrative Report
<i>Report Delivery Method (check those that apply)</i>	PDF Draft by email PDF Final by email Final Hard Copies (Number included: 0)

The appraisal will be in compliance with the most recent issuance of the USPAP requirements for the specific type of appraisal and type of report that is selected for your needs.

The appraisal will be subject to the General Assumptions and Limiting Conditions, which are available upon request and will be included in the appraisal report. The report may include extraordinary assumptions or hypothetical conditions that may become necessary during the course of the assignment. Valbridge Property Advisors | Mitchell Appraisals, Inc. is independently owned and operated by Mitchell Appraisals, Inc.

^b USPAP Definitions "the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Fees and Payment Terms

		Client Initials
Fee for standard services	\$1,250	_____
Retainer	Not applicable	_____
Phase II fee (if applicable)	Not applicable	
Hourly rates beyond base services if required	Principal	\$300
	Senior Analyst	\$150
	Researcher	\$100
Invoice should be sent to	Client directly	
	Other:	

- This fee is based solely on the value of the service performed, and is unrelated to the value conclusion of the appraisal. Payment is expected regardless of the value conclusion.
- If the project is canceled, the fees and expenses incurred to that point will be based upon a per diem of \$1,000 plus related expenses not to exceed the total fee.
- The fee is payable upon the delivery of the report. Payments that are not made **within thirty days of the delivery date**, unless other arrangements are made between Valbridge Property Advisors | Mitchell Appraisals, Inc. and You, interest at a rate of 1.5% per month will be applied.
- If there is any legal action required to collect the fee, the cost burdening and incurred by Valbridge Property Advisors | Mitchell Appraisals, Inc. will be re-paid by your company.
- The appraisal will be subject to the General Assumptions and Limiting Conditions, which are available upon request and will be included in the appraisal report. The report may include extraordinary assumptions or hypothetical conditions that may become necessary during the course of the assignment.

VALBRIDGE PROPERTY ADVISORS: AKRON • ATLANTA • BATON ROUGE • BOISE • BOSTON • BOULDER • CENTRAL VALLEY CA/CENTRAL COUNTIES • CHARLESTON • CHARLOTTE • CINCINNATI • COEUR D'ALENE • DALLAS-FORT WORTH • DAVENPORT • EAST LANSING • GREENVILLE • HARTFORD • HILTON HEAD • HOUSTON • INDIANAPOLIS • JACKSONVILLE • KANSAS CITY • KNOXVILLE • LAS VEGAS • LOS ANGELES • ORANGE COUNTY • LOUISVILLE • LUBBOCK • MEMPHIS • MILWAUKEE • MINNEAPOLIS • MONTEREY/CARMEL • MONTGOMERY • NAPLES • NASHVILLE • NEW ORLEANS • NEW YORK • NORFOLK/VIRGINIA BEACH • NORWALK/STAMFORD • OLYMPIA • ORLANDO • PHILADELPHIA • PITTSBURGH • RALEIGH • RICHMOND • ROANOKE • SACRAMENTO • SALT LAKE CITY • SAN ANTONIO • SAN DIEGO • SAN FRANCISCO BAY AREA/EAST BAY • SAN FRANCISCO BAY AREA/SILICON VALLEY • SEATTLE • SHREVEPORT • SPOKANE • SOUTHERN UTAH • TAMPA/ST. PETERSBURG • TUCSON • TULSA • WASHINGTON DC/BALTIMORE

Time Frame

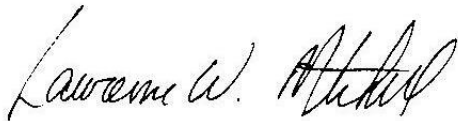
We will put forth our best efforts to provide the reports to you on or about:

2.5 weeks from date of engagement.

Receipt of signed engagement letter and receipt of retainer

The assignment occurs, and Valbridge Property Advisors | Mitchell Appraisals, Inc. is engaged, when this letter is signed and received by Valbridge Property Advisors | Mitchell Appraisals, Inc. A list of the required items will be sent in a timely fashion after engagement. If that information is not received by our firm in a timely fashion^c, the delivery date of the appraisals may be delayed beyond the stated time frame. If the nature or scope of the assignment is changed, we reserve the right to alter the time frame and fee structure accordingly.

If the terms and conditions of the proposal, including those in the addenda, are agreeable, indicate your acceptance by signing in the space provided below and return a copy.



Lawrence W. Mitchell, MAI
Senior Managing Partner
Valbridge Property Advisors | Mitchell Appraisals, Inc.

^c A successful appraisal project often depends significantly on the availability of information provided by the owners of the property or their representative. Therefore the client should be aware that the quality and quantity of information provided on the property has a direct correlation to successful completion of the appraisal project.

I understand and accept that the final appraisals will be subject to the above fee proposal and the attached Basic Assumptions and Limiting Conditions:

by: _____

Print: _____

Title: _____

Date: _____

Addenda

1. Acceptance of this agreement assumes that our client will provide all necessary information needed for the appraisal on a timely and truthful basis, and assumes that the client will provide sufficient access to the property to be appraised. A delay in receipt of information may delay completion of the assignment.
2. Appraiser shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The appraisal report will not constitute a survey of the property appraised. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. Nor does it certify that tenants have complied with all requirements necessary to obtain use and occupancy permits.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | MITCHELL APPRAISALS, Inc. will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The Americans with Disabilities Act ("ADA") became effective in 1992. We will not make a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we will not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
5. The fee quoted is based on our understanding of the assignment as outlined in the scope of work. Changes in scope will be billed at our normal hourly rates. If any employee of Valbridge | MITCHELL APPRAISALS is asked or required to appear and/or testify at any meeting, deposition, trial, or other proceeding about the preparation, conclusions, or agreement, client shall compensate appraiser for the time spent in appearing and/or testifying and in preparing to testify according to the appraiser's then current hourly rate, plus expenses.
6. The fee and estimated completion time are subject to change if the property is not as outlined in our proposal, or if issues come to light during the course of our investigation which, in our opinion, necessitate such change. If the client places an assignment "on hold", then reactivates the appraisal, an additional charge may apply, due to inefficiency created.
7. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by MITCHELL APPRAISALS. Neither Valbridge Property Advisors, Inc. nor any of its affiliates, has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
8. If any claim is filed against any of Valbridge Property Advisors, Inc. a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
9. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc. for quality control purposes. If Client is unwilling to waive confidentiality for this purpose, client must inform Valbridge | MITCHELL APPRAISALS upon acceptance of this assignment.
10. Our standard payment policy is as follows: the balance is due upon presentation of the invoice; if payment is not made within 30 days of date due interest at the rate of 1.5% per month will be added to the principal from the due date to date payment is received, and you shall pay all expenses of collection, including court costs and attorney fees. If the client requests a draft, the fee is due upon delivery of the draft. MITCHELL APPRAISALS shall be under no obligation to continue work on an assignment that is not paid current. The fee for this appraisal is not contingent upon the valuation of the property, the funding of any loan or outcome of litigation. Any opinions we may have expressed about the outcome of your matter or case are expressions of our opinions only and do not constitute any guarantee about the outcome.
11. Should the assignment be terminated prior to completion, you agree to pay for time and costs incurred prior to our receipt of written notice of cancellation.
12. If this assignment includes a provision for work performed on an hourly billing basis, such work is subject to periodic

- adjustment to our then-current rates. Valbridge | MITCHELL APPRAISALS shall provide 30 days' notice to client prior to any rate increase. If client chooses not to consent to the increased rates, client may terminate Valbridge | MITCHELL APPRAISALS's services by written notice effective when received by Valbridge | Hulberg.
13. If this assignment includes a provision for work on an hourly billing basis, client acknowledges that Valbridge | MITCHELL APPRAISALS has not committed to any total fee amount to be incurred by client under this agreement.
 14. You and Valbridge Property Advisors | MITCHELL APPRAISALS both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If MITCHELL APPRAISALS and the client cannot agree on the arbitrator, the presiding head of the Indiana Association of Mediators shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Hulberg or any of its employees in connection with or in any way relating to this assignment, the maximum damages recoverable from Valbridge | MITCHELL APPRAISALS or its employees shall be the amount of monies actually collected by Valbridge | MITCHELL APPRAISALS for this assignment and under no circumstances shall any claim for consequential damages be made.
 15. Valbridge | MITCHELL APPRAISALS shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge | MITCHELL APPRAISALS. "Client" shall not include partners, affiliates or relatives of the party named in the engagement letter. Client shall hold Valbridge | MITCHELL APPRAISALS and its employees harmless in the event of any lawsuit brought by any third party, lender, partner or part owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge | MITCHELL APPRAISALS harmless from and against any liability, loss, cost or expense incurred or suffered by Valbridge | MITCHELL APPRAISALS in such action, regardless of its outcome.
 16. Distribution of this report is at the sole discretion of the client, but no third parties not listed as an intended user on the face of the appraisal or engagement letter may rely upon the contents of the appraisal. In no event shall client give a third party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
 17. This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may only be modified by subsequent agreement of the parties.
 18. The data gathered in the course of the Assignment (except data furnished by Client) shall remain the property of the Appraiser. The appraisal report prepared pursuant to the Agreement shall remain the property of Client. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the appraisal report and the related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.

ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS.