



TOOELE COUNTY CORPORATION  
CONTRACT # 24-01-09

**Ben L. Blake**  
Managing Director  
December 18, 2023

Appraiser Group NW, LLC  
3450 N Triumph Blvd #102  
Lehi, UT 84043  
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Nathan Harris, Deputy Tooele County Attorney  
Tooele County  
74 South 100 East, #26  
Tooele, UT 84074

**Re: Commercial Land of 0.430 & 0.201 acres of Parcels 06-019-0-0001 & 18-028-0-0001  
385 N 2139 W  
Stockton, UT 84071**

Dear Mr. Harris:

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein.

**TERMS OF ENGAGEMENT**

**I. PROBLEM IDENTIFICATION**

**Intended Users:** The Client, Tooele County Attorney Office and Tooele County Commissioners are the only identified Intended Users of the appraisal. The appraisal may not be distributed to or relied upon by other persons or entities.

**Intended Use:** Condemnation and Internal Decision for Acquisition purposes

**Type of Opinion and Rights Appraised:** As Is Fair Market Value of the Fee Simple Interest

**Date of Value:** • Date of Inspection

**Subject of the Assignment and Relevant Characteristics:** The commercial land only to be appraised at situs, 385 N 2139 W, a 0.43 acre portion & a 0.201 acre portion of two parcels where a communications tower resides. The property is located in Stockton, UT .

**Assignment Conditions:** The assignment is based upon the following assignment conditions:  
Extraordinary Assumption—(to be cited)  
Hypothetical Condition—(to be cited)

**II. ANTICIPATED SCOPE OF WORK**

**USPAP Compliance:**

The undersigned Appraiser Group NW, LLC affiliated company and/or its designated affiliate or subsidiary (herein at times "AGNW") will develop an appraisal in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute. The underlying principle in USPAP that the appraiser's role is to be independent, impartial, objective, and unbiased.

**General Scope of Work:**

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem. Based on our discussions with the Client, we anticipate developing the following valuation approaches:
- Sales Comparison Approach

**III. REPORTING AND DISCLOSURE**

**Scope of Work Disclosure:**

The actual Scope of Work will be reported within the report.

**Reporting Option:**

The appraisal will be communicated in (2) two narrative Appraisal Reports for each portion noted above.

**Fee:**

**\$5,000.** All invoices are due upon receipt. The Client shall be solely responsible for AGNW's fees. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative

**Additional Expenses:**

Fee quoted is inclusive of expenses related to the preparation of the report.

**Retainer:**

A retainer is not required for this assignment in order to commence work. This is a government agency assignment.

**Report Copies:**

The final report will be delivered in electronic format. Up to three hard copies will be provided upon request for \$100 fee per report print in color and bound professional.

**Start Date:**

The appraisal process will initiate within a reasonable time upon receipt of signed agreement, applicable retainer, and the receipt of the property specific data.

**Acceptance Date:**

This proposal is subject to withdrawal if the engagement letter is not executed by the Client within four (4) business days.

**Final Report Delivery:**

AGNW will generally deliver its final report within a reasonable time – usually 30 days – after receipt of your written authorization to proceed along with receipt of all necessary property information. Delivery of the final report may be delayed due to

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scheduling conflicts, lack of required information, or other factors outside of AGNW's control. Payment of the fee shall be due and payable upon delivery of the final report.

- Changes to Agreement:** The identity of the Client, intended users, or intended use; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.
- Prior Services Disclosure:** The engaging or principal appraiser has not performed a previous appraisal of the subject.
- Conflicts of Interest:** AGNW adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment we reserve the right to withdraw from the assignment without penalty.
- Further Conditions of Engagement:** The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

Thank you for calling on us to render these services and we look forward to working with you.

Sincerely,  
**APPRAISER GROUP NW, LLC.**



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Benjamin Blake  
Managing Director

**AGREED:**  
CLIENT:

By:

  
James A. Welch, County Manager

Date:

12/18/23

E-mail Address/Phone & Fax Nos.:

~~nathan.harris@tooeleco.org, (435) 843-3120 ph~~

andy.welch@tooeleco.org (435) 843-3150

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## CONDITIONS OF ENGAGEMENT

- 1) The Client and any Intended Users identified herein should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than as specified in this engagement letter.
- 2) Federal banking regulations require banks and savings and loan associations to employ appraisers where a FIRREA compliant appraisal must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions, including mortgage bankers/brokers. Because of that requirement, this appraisal, if ordered independent of a financial institution or agent, may not be accepted by a federally regulated financial institution. This appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation, the Standards of Professional Practice and the Code of Ethics of the Appraisal Institute.
- 3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.
- 4) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of AGNW, which may be given at the sole discretion of AGNW. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of AGNW's legal counsel for the review of the material which is the subject of the requested consent. If the appraisal is referred to or included in any offering material or prospectus, the appraisal shall be deemed referred to or included for informational purposes only and AGNW, its employees and the appraiser have no liability to such recipients. AGNW disclaims any and all liability to any party other than the party which retained AGNW to prepare the appraisal.
- 5) In the event the Client provides a copy of this appraisal to, or permits reliance thereon by, any person or entity not an identified Intended User at the time of the assignment and authorized by AGNW in writing to use or rely thereon, Client hereby agrees to indemnify and hold AGNW, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorney's fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such unauthorized person or entity.
- 6) The balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent on the appraised value, outcome of the consultation report, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly (\$175) basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by AGNW for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, AGNW will be entitled to bill the Client for the time expended to date at AGNW's hourly rates for the personnel involved.
- 7) If AGNW or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, AGNW will use reasonable efforts to notify the Client of our receipt of same. However, if AGNW or any of its affiliates are not a party to these proceedings, Client agrees to compensate AGNW or its affiliate for the professional time and reimburse AGNW or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred. AGNW or its affiliate will be compensated at the then prevailing hourly (\$325) rates of the personnel responding to the subpoena or command for testimony.
- 8) By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party entitled to do so, makes a claim against AGNW or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from AGNW or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by AGNW or any of its affiliates for this assignment and under no circumstances shall any claim for consequential damages be made. Client waives any claims against AGNW for special or consequential damages arising out of relating to the performance of AGNW's work under this agreement. This waiver includes damages incurred by Client for rental expenses, losses of use, income, profit, financing, interest, fees, loan carrying costs, business and reputation, and for loss of management or employee productivity or use of the services of such persons.
- 9) It is acknowledged that any opinions and conclusions expressed by the professionals of AGNW or its affiliates during this assignment are representations made as employees and not as individuals. AGNW's or its affiliate's responsibility is limited to the Client and use of our product by third parties shall be solely at the risk of the Client and/or third parties. The fees and expenses shall be due AGNW as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due AGNW in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorney's fees incurred by AGNW in connection with the collection or attempted collection thereof.