

VAN DRIMMELLEN & ASSOCIATES, INC.
REAL ESTATE APPRAISERS / CONSULTANTS

AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

DATE OF AGREEMENT: 10/4/16

PARTIES TO AGREEMENT:

Client(s):

Mabel H. Todd Family
South Salt Lake City

Appraiser(s):

Eric Van Drimmelen, MAI
Van Drimmelen & Associates, Inc.
774 East 2100 East
Salt Lake City, Utah 84106
Phone: 801.536.6468
Mobile: 801.510.3318
Email: eric@valueutah.com

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION: Residential house on 0.88 acre of land at 2508 S. 500 E., South Salt Lake City, Utah, identified as Salt Lake County Tax Parcels 16-19-407-010 (House on 0.61 Acre) and 16-19-407-009 (0.27 Acre)

INTEREST VALUED: Fee Simple

INTENDED USER(S) Mabel H. Todd Family and South Salt Lake City

INTENDED USE: Assist in establishing Market Value for a possible purchase by South Salt Lake City.

TYPE OF VALUE: Market Value – As Is

DATE OF VALUE: Date of Inspection

APPRAISAL REPORT TYPE: Appraisal Report

DELIVERY DATE: 2 Weeks from Final Signatures

DELIVERY METHOD: Electronic – PDF and 2 hard copies to each client/intended user

APPRAISAL FEE: \$1,500

PAYMENT SCHEDULE

The invoice is due and payable within 30-Days upon completion and delivery of the final report.

The indicated appraisal fee does not include update work, modifications resulting from change orders, nor expert witness testimony and/or court preparation.

PAYMENT DUE DATE

Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within 30 days of the date of Appraiser's invoice and subject to a 5% late fee penalty and 1% per day past due beyond the 30 days.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 5 days of the Date of Agreement specified.

By Van Drimmelen & Associates, Inc.



(Signature)

Eric Van Drimmelen, MAI

(Printed name)

Van Drimmelen & Associates, Inc.

(Company/Representing)

October 4, 2016

(date)

By Clients:

(Signature)

(Printed name)

(Company/Representing)

(date)

(Signature)

(Printed name)

(Company/Representing)

(date)