

October 1, 2024

Canyon County of Idaho

Attn: Greg Rast

1115 Albany St.

Caldwell, ID 83605

208.230.8620

greg.rast@canyoncounty.id.gov

Re: Engagement Agreement
Restricted Appraisal Report
916 Albany St., Caldwell, Idaho 83605

Dear Mr. Rast:

We are pleased to provide this engagement agreement to confirm the terms upon which Mr. Greg Rast, on behalf of Canyon County of Idaho (collectively, the "Client", "you" or similar) will retain Langston & Associates, Inc., an Idaho corporation ("us", "we" or similar) in connection with our preparation of an opinion of the market value of the above referenced property for internal evaluation purposes (the "Engagement").

The following terms will govern this Engagement:

1. The appraisal is to be of the market value of the property in accordance with the current definition utilized by the Uniform Standards of Professional Appraisal Practices ("USPAP").
2. You have requested a *Restricted Appraisal Report* to be presented in a *Restricted Format*. The Restricted Appraisal Report (the "Report") is intended to comply with the reporting requirements set forth under USPAP Standards Rule 2-2(b) for an appraisal report presented in a restricted format. As such, the Report will present concise discussion of the data, reasoning, and analyses used in the appraisal process to develop the opinion of value. The appraiser's file retains supporting documentation concerning the data, reasoning and analysis. The depth of discussion contained in this report is specific to the needs of you and the Client, and for the intended use stated within the Report. We are not responsible for unauthorized use of the Report. Furthermore, our opinions and conclusions set forth in the Report may not be understood without the additional information that is in the appraisers work file.

3. We will complete the Engagement in accordance with sound appraisal practices and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
4. For the Report, you agree to pay us a fixed fee of \$4,500.00 (the "Fee"). **The Fee is due immediately upon your receipt of the Report.**
5. We will exercise independent judgment in rendering our services for this Engagement. We do not warrant, guarantee or provide any other assurance that the opinion of value in the Report will be consistent with any expectation.
6. We will provide the Report to you in .pdf format.
7. The anticipated date of completion for the Report is due **3 weeks from receipt of required documents to proceed.** This assumes our timely receipt of all data pertinent to the assignment, **and timely receipt of a signed acceptance of this engagement agreement and the initial deposit.** The estimated completion date assumes that we will have ready access to the property and any information reasonably necessary to perform our services. We agree to make a good faith effort to complete the report within the anticipated time frame; but reserve the right to delay such completion where strict adherence would compromise the quality or validity of the resulting analysis.
8. The Report is for the sole and exclusive use of and for the Client. No other party may use or rely on the Report without our prior written consent in each instance. You agree to indemnify us for any claims, losses, expenses or damages that we incur because of the use of, reliance on, the Report by any other party that receives the Report from you or Client.
9. Unless otherwise stated in the Report, all statements of fact in the Report that are used as the basis of our analyses, opinions and conclusions will be true and correct (in all respects material to our analysis) to the best of our knowledge and belief; however, the Report is not a warranty or guaranty of any kind with respect to those facts.
10. We will have no responsibility for, and the Report will not render any opinion regarding any of the follow matters: legal issues that may affect the property; survey issues; the condition of title (or any cloud or defects thereon); soil or subsoil conditions; engineering or technical matters; or the presence or absence of hazardous substances on or near the property. We do not have expertise with respect to any of the foregoing matters and can offer no advice, opinions or guarantees regarding those matters. Unless otherwise noted in the body of the Report, our analysis will reflect that no problems exist in any of the preceding

areas which might impact the market value of the property. We will, however, disclose the existence of any such issues should they become known to us prior to issuance of the Report.

11. If you or anyone else requires us (or any of our employees or agents) (a) to provide documents or information in response to any legal process (e.g., a subpoena or other legal process); (b) to provide testimony in any deposition, legal proceeding, administrative proceeding or arbitration; (c) to testify or be in attendance at any court or administrative law proceeding relating to the Report; or (d) to attend conferences relating thereto; then you will pay us for all time involved at the rate of \$450.00 per hour. You understand and agree that your obligation to pay us for all time applies even if you do not want us to provide the documents, testimony or attendance.
12. If you authorize us to begin the appraisal process and subsequently decide that our services are no longer needed, you are responsible for payment our time in the Engagement at a rate of \$250 per hour, but not to exceed the Fee.
13. In the event any provision of this engagement agreement are determined to be void or unenforceable by any court of competent jurisdiction, then such determination will not affect any other provision of this agreement and all other provisions will remain in full force and affect.
14. You agree that our aggregate liability to you, Client and any other party for any claim, loss, expense or damage related to the professional services rendered pursuant to this Engagement (including the content of the Report) is limited to the amount of our fee. You also agree that any claim for any such loss, expense or damage will be made only against us, and not our employees and agents.

If this engagement agreement is acceptable to you, please indicate your acceptance by signing this engagement agreement where indicated below and returning a signed copy to us (which may be delivered by email or .pdf). Upon receipt of your acceptance, the deposit and the information required herein, we will promptly undertake this Engagement.

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We appreciate this opportunity to be of service to you.

Sincerely,

LANGSTON & ASSOCIATES, INC.



Sam Langston, MAI
Principal

Accepted by the client:



(Signature of Authorized Agent)

Brad Holton

(Printed Name of Authorized Agent)

10/3/24

(Date)