

ADAIR COUNTY COMMISSION MINUTES

TUESDAY, JUNE 9, 2015

Continued from page 68

AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

DATE OF AGREEMENT: 6-9-15

PARTIES TO AGREEMENT:

<p>Client: Adair County 106 W. Washington, Kirksville, MO 63501 Phone: 660-665-2283 E-mail:</p>	<p>Appraiser: Moore and Shryock, LLC 609 E. Broadway Columbia, MO 65201 Ph: 573-674-1207 Fax: 573-449-2791 E-mail: amoores@ms-app.com</p>
--	--

BILL TO:
SAME AS ABOVE

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

PROPERTY IDENTIFICATION
Review appraisal of two appraisal reports by Pam Carnahan for bridge project in Adair County.

PROPERTY TYPE
Land/TBD

INTENDED USERS
Client

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE/PURPOSE
To assist client with land or easement acquisitions.

Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.

TYPE OF APPRAISAL
Narrative or form review report

DATE OF VALUE
Current

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS
None anticipated.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)
The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

ANTICIPATED SCOPE OF WORK

Site Visit
Estate/for observation on site.

APPRAISAL REPORT

© 2006, Appraisal Institute

Report option
Appraisal review report

Form or format:
Narrative or form

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE
See above.

DELIVERY DATE
2-4 weeks from notice to proceed or asap

DELIVERY METHOD
E-mail PDF/ other

NUMBER OF COPIES
At client's request

PAYMENT TO APPRAISER
Cost (as follows for two review reports:
Travel: 6-7 hours
Report reviews and report writing: 6-7 hours

Total Cost: Not to exceed \$1,680, Invoiced at \$120/hr.
**If we can combine our travel with another project, the travel time could be less.*

CONFIDENTIALITY
Appraiser shall not provide a copy of the written Appraisal Review Report to, or disclose the results of the appraisal review prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as provided in the Confidentiality Section of the ETHICS RULE or the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT
Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value, type of value, or property appraised, cannot be changed without a new Agreement.

CANCELLATION
Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the 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 the Appraiser or the 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.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS
Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Review Report and take full responsibility for the services provided as a result of this Agreement.

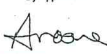

TESTIMONY AT COURT OR OTHER PROCEEDINGS
Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. Client agrees to compensate the appraiser at an hourly rate of \$150/hour for such additional work if performed.

© 2006, Appraisal Institute

APPRAISER INDEPENDENCE
Appraiser cannot agree to provide an opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT
This Agreement is valid only if signed by both Appraiser and Client and returned by 6-30-2015.

GOVERNING LAW & JURISDICTION
The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

<p>By Appraiser:</p> <p style="text-align: center;"></p> <p style="text-align: center;">_____ (Signature)</p> <p style="text-align: center;">Allan J. Moore (Printed name)</p> <p style="text-align: center;">6/8/2015 (date)</p>	<p>By Client: <i>Adair County</i></p> <p style="text-align: center;"></p> <p style="text-align: center;">_____ (Signature)</p> <p style="text-align: center;"><i>Stanley Pickens</i> (Printed name)</p> <p style="text-align: center;">6-9-2015 (date)</p> <p style="text-align: center;">Presiding Commissioner</p>
--	---

© 2006, Appraisal Institute

ATTEST: *Sandra Collop*
County Clerk

Stanley Pickens
Presiding Commissioner