

October 6, 2016

Lori Reedy RMA AAS
Harper County Property Appraiser
201 N Jennings
Anthony, KS 67003

**RE: Appraisal Report
Plumb Thicket Landfill
Existing Municipal Solid Waste Landfill
440 NE 150th Road
Harper, Harper County, Kansas 67058**

Dear Ms. Reedy,

The following is the requested proposal for our firm to perform Appraisal Services for the above referenced property. If this document is executed it will also serve as an engagement contract for the proposed scope of work.

These services will be performed in accordance with the following provisions:

Intended Use	Assist the client in estimating the value of the subject property for use in determining the assessment for Ad Valorem tax purposes.
Intended User	Harper County Property Appraiser's Office
Scope of Assignment	The scope of our engagement will include the applicable research and analysis required to estimate the "As Is" market value of the subject property at its highest and best use.
Assignment Conditions	Specific assignment conditions to be assumed by the appraiser per the client's request: <ul style="list-style-type: none">• Valuation should have an effective date of January 1, 2017
Presentation of Findings	Narrative Appraisal Report Electronic copy in PDF format plus
Professional Fee	The professional fee for this assignment will be billed at \$225 per hour up to a maximum of 100 hours (will not exceed \$22,500) for the referenced scope of work.

Deposit	\$11,250 Fee for services due upon delivery of work product.
Responsibility for Fees	If the balance of the payment is not made upon completion of the identified assignment, we will have the right to seek immediate enforcement of this agreement including the recovery of all costs and attorney fees associated with taking any legal action. Disputes arising out of this agreement will be governed by the laws of the state of Kansas without regard to or application of choice of law rules or principles.
Additional Services	In the event that additional services are needed, such as, but not limited to additional reports, further analysis, formal presentations, court testimony or any other services, the fee of \$225 per hour will be charged.
Delivery	Work product will be delivered by January 15, 2017.
Requested Items	<ol style="list-style-type: none"> 1. Survey / Site Plan 2. Building Plans and/or Descriptive Information 3. Three years of Real Estate Tax Bill 4. Three years of Real Estate Assessment Notice 5. Copies of any Leases 6. Copies of Host and/or Operating Agreements 7. Waste Volume intake by type for Past 3 Years 8. Tipping Fees by Waste Type 9. Engineering indicating remaining permitted disposal area 10. Historic Income & Expenses for the last four years and the current year-to-date 11. Financial Assurance Documentation pertaining to future closure and post-closure maintenance costs 12. Legal Description 13. Name and telephone number of contact person for inspection 14. Any market studies or descriptive information 15. Environmental reports, if available 16. Any other information you deem pertinent
Professional Standards Governing Assignment	The analyses, opinions, and conclusions will be developed and presented in conformance with (and the use of this report is subject to) the requirements of: (1) the Uniform Standards of Professional Appraisal Practice, and (2) the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

**Assignment Not
Contingent**

Our compensation will not be contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, the findings or any resulting report. Furthermore, the assignment will not be based on any requested value.

Once again, thank you for considering our firm for this assignment. Should you wish to proceed please execute your agreement to this engagement letter in the place indicated below, retain a copy for your records and return the duplicate original to us for our records, along with the deposit. We look forward to working with you.

Attached to and incorporated in this engagement letter are Valbridge Property Advisors | Shaner Appraisers, Inc. Terms and Conditions of Agreement. These Terms and Conditions are a substantive part of our engagement and govern the work to be performed for you. The appraisal will be completed in a timely fashion.

Respectfully submitted,
Valbridge Property Advisors | Shaner Appraisers, Inc.

Laird Goldsborough MAI MRE
Senior Managing Director
lgoldsborough@valbridge.com
(913) 647-4985

AGREED AND ACCEPTED

Signature

Title

Name (type or print)

Date

File Name: Plumb Thicket Landfill - Kansas

TERMS AND CONDITIONS OF AGREEMENT

1. Acceptance of this agreement assumes that our client will provide all necessary information needed for the appraisal on a timely and truthful basis.
2. It is your responsibility to read the report and to inform the appraiser of any errors or omissions of which you are aware, prior to utilizing the report or making it available to any third party.
3. 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. 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, necessitates such change. If the client places an assignment "on hold," then reactivates the appraisal, an additional charge may apply due to the inefficiency created. If we are requested or required to provide testimony as a result of this appraisal, testimony and preparation time will be charged at our normal hourly rates.
4. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Shaner Appraisals, Inc. 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.
5. 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.
6. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes. If Client is unwilling to waive confidentiality for this purpose, client must inform Shaner Appraisers, Inc. upon acceptance of this assignment.
7. This appraisal shall be used only for the function outlined in the attached letter, unless expressly authorized by Valbridge Property Advisors | Shaner Appraisers, Inc. The format and value reported may or may not be valid for other purposes.
8. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Shaner Appraisers, Inc. will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client secure appropriate inspections from qualified experts if the presence of hazardous materials or contamination poses any concern.

**TERMS AND CONDITIONS OF AGREEMENT
(CONTINUED)**

9. 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. Shaner Appraisers, Inc. shall be under no obligation to continue work on an assignment that is not paid current.
10. *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. 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.
11. 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 | Shaner Appraisers, Inc. 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 | Shaner Appraisers, Inc.'s services by written notice effective when received by Valbridge | Shaner Appraisers, Inc.
12. If this assignment includes a provision for work on an hourly billing basis, client acknowledges that Valbridge | Shaner Appraisers, Inc. has made no promises about the total amount of fees to be incurred by client under this agreement.
13. You and Valbridge Property Advisors | Shaner Appraisers, Inc. both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration within Johnson County, Kansas. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. 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 entitled to do so, makes a claim against Shaner Appraisers, Inc. or any of its employees in connection with or in any way relating to this assignment, the maximum damages recoverable from Valbridge | Shaner Appraisers, Inc. or its employees shall be the amount of monies actually collected by Valbridge | Shaner Appraisers, Inc. for this assignment and under no circumstances shall any claim for consequential damages be made.

**TERMS AND CONDITIONS OF AGREEMENT
(CONTINUED)**

14. Valbridge Property Advisors | Shaner Appraisers, Inc. 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 Property Advisors | Shaner Appraisers, Inc.. "Client" shall not include partners, affiliates or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Shaner Appraisers, Inc. 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 Property Advisors | Shaner Appraisers, Inc. harmless from and against any liability, loss, cost or expense incurred or suffered by Valbridge | Shaner Appraisers, Inc. in such action, regardless of its outcome.
15. Distribution of this report is at the sole discretion of the client, and we will make no distribution without the specific direction of the client. However, in no event shall client give a third party a partial copy of the appraisal report.
16. 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 be modified by subsequent agreement of the parties.