



Simon & Hower, Inc.

REAL ESTATE APPRAISAL

Phone: (559) 582-9112

1306 N. Irwin Street
Hanford, CA 93230

Fax: (559)582-9114

Tax I.D. # 82-3837999

DATE OF AGREEMENT: 04/08/2019

PARTIES TO AGREEMENT

CLIENT

Tulare Local Healthcare District
869 N. Cherry Street
Tulare, CA 93724

c/o Todd Wynkoop, Attorney
McCormick Barstow, LLP
7647 North Fresno Street
Fresno, CA 93729

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

PROPERTY IDENTIFICATION

398 N. Church Street
Earlimart, CA 93219

PROPERTY TYPE

The subject is a medical office constructed on land owned by Earlimart School District.

INTEREST VALUED

Fee simple and leased fee (subject to ground lease)

INTENDED USERS

Tulare Local Healthcare District
Todd Wynkoop, Attorney

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

INTENDED USE

To value property for potential sale

TYPE OF VALUE

Fair market value as defined in the Code of Federal Regulations, 12 CFR 34.42(g)

DATE OF VALUE

Current, unless otherwise indicated by the Client.

HYPOTHETICAL CONDITIONS & EXTRAORDINARY ASSUMPTIONS

Hypothetical conditions are expected for the fee simple value since the property is encumbered by a long-term ground lease.

ANTICIPATED SCOPE OF WORK

Inspect the subject property, summarize market conditions, apply all necessary approaches to value as determined by the appraiser, analyze the market data and provide the fair market value. The appraisal will be a brief narrative report.

APPRAISAL REPORT**DELIVERY DATE**

5-6 weeks from receipt of signed engagement letter.

DELIVERY METHOD

A PDF copy of the report and hard copies if needed.

PROPERTIES UNDER CONTRACT FOR SALE

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

CHANGES TO AGREEMENT

The agreement can be modified in writing by both parties.

CANCELLATION

Client may cancel this agreement 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.

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.

APPRAISER INDEPENDENCE

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

EXPIRATION OF AGREEMENT

This agreement is valid only if signed by Client within 10 days of the Date of agreement specified.

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.

PAYMENT TO APPRAISER

The fee will not exceed \$1,500 to be paid upon completion.

_____ Date
Tulare Local Healthcare District

Jacob Hower, MAI