



**Well Site 8
Frazier Park, Kern County**

Appraisal Proposal

Requested by:

Frazier Park Public Utility District
Mr. Dee Jaspar
Principal Engineer
2730 Unicorn Rd, Bldg. A
Bakersfield, CA 93308



January 24, 2023

Frazier Park Public Utility District
Mr. Dee Jaspar
Principal Engineer
2730 Unicorn Rd, Bldg. A
Bakersfield, CA 93308

Dear Mr. Jaspar,

Thank you for affording Alliance Appraisal, LLC the opportunity to make a proposal for your valuation service needs. I am confident that our product will meet and exceed your expectations.

Enclosed please find our Agreement for Services. If this Agreement is acceptable please sign and return to our office via email. Once we receive the signed Agreement from you, we will expedite your request.

If you have questions, please don't hesitate to contact me. I can be reached at 661-343-2367. Again, thank you for choosing Alliance Appraisal, LLC.

Sincerely,

Michael G. Ming, ARA
Owner

Enclosure

DATE OF AGREEMENT: January 24, 2023

PARTIES TO AGREEMENT:

Client:

Frazier Park Public Utility District
Mr. Dee Jaspar
Principal Engineer
2730 Unicorn Rd, Bldg. A
Bakersfield, CA 93308
661-393-4796
djaspar@djacivil.com

Appraiser:

Michael G. Ming, Sr. ARA
Owner/Appraiser
Alliance Appraisal, LLC
5401 Business Park South, Suite 122
Bakersfield, CA 93309
661.631.0391
mming@allianceappr.com

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

PROPERTY IDENTIFICATION

Well Site 8
Frazier Park, Kern County

PROPERTY TYPE

Open Land

INTEREST VALUED

Fee Simple

INTENDED USERS

Frazier Park Public Utility District and the sole intended user of this report is Frazier Park Public Utility District c/o Dee Jaspar & Associates, Inc.

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

The sole intended use of this report is to estimate market value and just compensation relative to permanent well site, pipeline and access easements, as well as a temporary construction easement. Additionally, the client has requested an alternative value assuming the well site is acquired in fee instead of as an easement.

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 VALUE

Fee Simple, As-Is

DATE OF VALUE

TBD

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Extraordinary Assumption: An assumption, directly related to a specific assignment, as of the effective date of the appraisal results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumption is what you assume to exist. Extraordinary assumptions can be based on a number of factors or conditions.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

The Code of Professional Ethics and Standards of the American Society of Farm Managers and Rural Appraisers.

ANTICIPATED SCOPE OF WORK

PROPERTY

See addenda.

SITE VISIT

Subject property inspections.

INFORMATION REQUEST

Upon acceptance of this proposal a detailed information request will be delivered to clients.

DATA COLLECTION

Obtain specific data on the subject property by interviews with persons familiar with the subject property. Obtain data on property taxes and physical constraints.

Obtain Data from third party sources deemed reliable and such data will be relied upon by the appraiser in his analysis.

VALUATION APPROACHES

Approaches appraiser deems relevant to this assignment under an Appraisal Report format. For this project the Sales Comparison Approach has been deemed to be the approach.

VALUATION SCOPE OF WORK

Scope of work relevant to obtain a credible valuation of the subject property.

APPRAISAL REPORT

REPORT OPTION

Appraisal Report in compliance with 2022 USPAP standards.

FORM OR FORMAT:

Narrative

DELIVERY METHOD

Electronic

NUMBER OF COPIES

1 electronic copy delivered. Electronic copies can be made available upon request of client in writing.

APPROVED APPRAISAL

Once Client has received the approved final appraisal report no revisions will be made without additional compensation on a time and material basis.

ASSIGNMENT DELIVERY DATE

Provided that Client has performed Client's obligations set forth in this Agreement within **10** days of the Date of Agreement, Appraiser and Client estimate that the assignment will be completed by **mid-**

March 2023 or sooner from signed acceptance and receipt of all requested information. A separate Request for Information is located in the addenda. To the extent Client or Client's contractors or agents are delayed in completing Client's obligations set forth in this Agreement, the foregoing estimated Date of Delivery or completion schedule shall be adjusted accordingly.

The foregoing estimated Date of Delivery or completion schedule shall not constitute Appraiser's guarantee that the assignment will be completed within such time periods; provided, however, that Appraiser will use commercially reasonable efforts to complete the assignment on or before the Date of Delivery or pursuant to the completion schedule. In the event Appraiser is unable to complete the assignment within the time set forth herein, Appraiser shall provide Client with reasonable notice of any anticipated delays, and Appraiser and Client shall in good faith agree upon an alternative Date of Delivery or completion schedule.

PAYMENT TO APPRAISER

Appraisal: \$4,000.00, plus file and travel related costs not to exceed \$500.00.

PAYMENT DUE DATE

Appraiser shall invoice **Frazier Park Public Utility District as ("Guarantors")**, for services rendered on a monthly basis pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Guarantor and shall be deemed delinquent if not paid within 15 days of the date that Guarantor receives Appraiser's invoice Guarantor shall be assessed a late charge of 1.5% per month if Appraiser does not receive payment of an invoice date the invoice shall be deemed delinquent. Additional late charges shall be assessed each additional month thereafter that an invoice remains unpaid in whole or in part. In the event Appraiser pursues collection efforts to recover unpaid balances owed by Guarantor, Guarantor shall pay Appraiser's costs of collection, including attorneys' fees at trial or on appeal. Final balance will be due from Guarantor prior to final report delivery to client. Appraiser acknowledges that Guarantor is exclusively responsible for paying any and all fees or costs due hereunder, and that Client shall have no obligation to pay any fees or costs.

HARD COPIES

Requested hard copies of the appraisal report are available at a cost to Guarantor of **\$250.00** per copy plus delivery expense. Client shall specify the delivery method and delivery addresses for such additional copies by written notice to Appraiser.

PROPOSED IMPROVEMENTS

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

PROPERTIES UNDER CONTRACT FOR SALE OR LEASE

If the property appraised is currently under contract for sale or lease, Client shall provide to Appraiser a copy of said contract or lease including all addenda. This document will appear in the addenda of the report.

PROPERTY ACCESS

Appraiser will set appointment for access to property upon acceptance.

CONFIDENTIALITY

Appraiser will maintain the confidentiality of any Client information that is "Confidential Information" as defined in the Uniform Standards of Professional Appraisal Practice, using the same degree of care Appraiser uses in maintaining his or her own Confidential Information. "Confidential Information" shall not include (1) any information that is already in the possession of Appraiser and not subject to any duty of confidentiality; (2) information learned or deduced by Appraiser without any reference to Client's Confidential Information; (3) information in the public domain; or (4) information required to be

disclosed by operation of law or judicial or administrative rule, regulation or subpoena.

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. Guarantor 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.

PAYMENT IN THE EVENT OF CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the appraisal report pursuant to this Agreement upon written notice delivered to Appraiser at Appraiser's address specified herein. Unless otherwise agreed by Appraiser and Client in writing, Guarantor shall pay Appraiser for all work completed prior to Appraiser's receipt of Client's cancellation notice, together with all out-of-pocket expenses incurred by Appraiser, at Appraiser's hourly rates specified in this Agreement, or, if the parties have not specified Appraiser's hourly rates in this Agreement, at Appraiser's regular hourly rates in effect at the time the work was performed.

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.

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between the Appraiser, Guarantor 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 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.

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 particular 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 both Appraiser, Client and Guarantor within 2 business days from the Date of Agreement specified as January 24, 2023.

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.

By signing below you accept the proposal and authorize Alliance Appraisal to begin the project.

By Appraiser:

By Client: Frazier Park Public Utility District

Michael Ming, Sr., ARA
CA BRE #AG026938 (exp. 7.13.23)

By Appraiser:

By Guarantor: Frazier Park Public Utility District

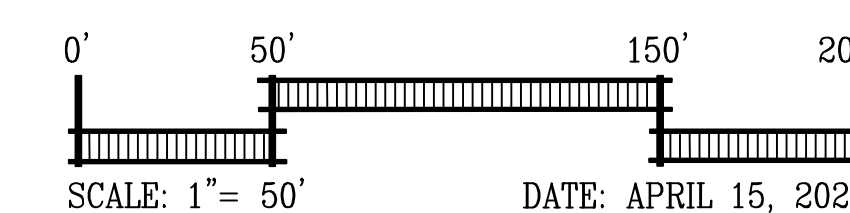
Emily Ming
CA BRE #3003661 (exp. 3.31.24)

ADDENDA

EXHIBIT B



DISTRICT WELL 8 FRAZIER PARK PUBLIC UTILITY DISTRICT



	DEE JASPAR & ASSOCIATES, INC.	
	CIVIL ENGINEERS	
	2730 LINCOLN ROAD, BLDG A	PHONE 661 393-4796
	BAKERSFIELD, CALIFORNIA 93309	FAX 661 393-4796
639 N. MAIN STREET, 4B	PHONE 559 791-9286	
PORTERVILLE, CALIFORNIA 93257	FAX 559 783-9275	