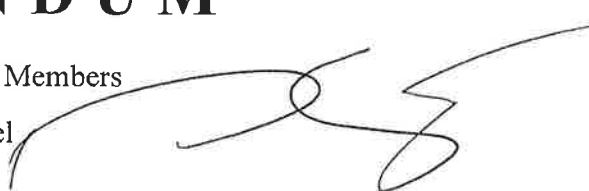


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## MEMORANDUM

TO: Central Florida Expressway Authority Board Members  
FROM: David A. Shontz, Esq., Right-of-Way Counsel  
DATE: September 22, 2014  
RE: Second Addendum to Agreement for Appraisal Review Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206



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Approval of a Second Addendum to Agreement for Appraisal Review Services by Consortium Appraisal, Inc. ("Appraiser") to perform appraisal review services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206 is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Second Addendum to Agreement for Appraisal Review Services is attached for your review.

### BACKGROUND/DESCRIPTION

On May 9, 2013, the Appraiser entered into an agreement to provide pre-litigation and litigation appraisal review services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to \$200,000.00 (the "upset limit"). On March 5, 2014, the Appraiser and Client entered into an addendum to the agreement for appraisal review services which increased the upset limit by \$150,000.00. The Appraiser has notified Shutts & Bowen LLP that the Appraiser will reach the total upset limit of \$350,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$200,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal review services and litigation support services, including testifying at trial for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

Consortium Appraisal, Inc. is the review appraiser for all parcels for the Wekiva Parkway project. An additional 50+ parcels are in the process of being appraised, which Consortium is acting as the review appraiser which will require additional monies in its contract.

### **REQUESTED ACTION**

It is respectfully requested that the Board approve the terms of the Second Addendum to Agreement for Appraisal Review Services and authorize execution of the Second Addendum. Second Addendum Value: \$200,000.00.

### **ATTACHMENT**

Second Addendum to Agreement for Appraisal Review Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

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**SECOND ADDENDUM TO AGREEMENT FOR APPRAISAL REVIEW SERVICES FOR  
WEKIVA PARKWAY PROJECT NUMBERS 429-202, 429-203, 429-204, 429-205, AND 429-206**

**THIS AGREEMENT** is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Consortium Appraisal, Inc. ("Appraiser"), whose business address is 180 South Knowles Avenue, Suite 3, Winter Park, Florida 32790.

**WHEREAS**, the Appraiser and Client have entered into an agreement for appraisal review services dated May 9, 2013; and

**WHEREAS**, pursuant to the terms set forth in the Agreement for Appraisal Review Services dated May 9, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars (\$200,000.00) without an addendum; and

**WHEREAS**, the Appraiser and Client have entered into an addendum to the agreement for appraisal review services dated March 5, 2014, which increased the upset limit by One Hundred Fifty Thousand Dollars (\$150,000.00); and

**WHEREAS**, the Appraiser has notified the Client that the Appraiser will reach the total upset limit of Three Hundred Fifty Thousand Dollars (\$350,000.00); and

**WHEREAS**, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

**NOW, THEREFORE**, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

**ARTICLE 1 - Upset Limit is increased by Two Hundred Thousand Dollars (\$200,000.00)**

All payments made pursuant to this Second Addendum to the Agreement for Appraisal Review Services dated May 9, 2013, shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the Two Hundred Thousand Dollar (\$200,000.00) upset limit.

**[The remainder of this page left blank intentionally]**

**ARTICLE 2 - Payment**

Payment for all other services shall be made in accordance with the Agreement for Appraisal Review Services dated May 9, 2013, and the First Addendum to the Agreement dated March 5, 2014.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

**SHUTTS & BOWEN LLP**

\_\_\_\_\_  
Witness Signature

Terri L. Martin

Printed Name

\_\_\_\_\_  
Witness Signature

Mary Ellen Farmer

Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

David A. Shontz, Esquire  
Legal Counsel to the Central Florida  
Expressway Authority

**CONSORTIUM APPRAISAL, INC.**

By: \_\_\_\_\_

Harry W. Collison, Jr., Vice President

**AGREEMENT FOR APPRAISAL REVIEW SERVICES FOR WEKIVA  
PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206**

**THIS AGREEMENT** is effective this 9th day of May, 2013, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Consortium Appraisal, Inc. ("Appraiser"), whose business address is 180 South Knowles Avenue, Suite 3, Winter Park, Florida 32790.

**WITNESSETH:**

**WHEREAS**, the Client, in its capacity as Right-of-Way Counsel to the Orlando-Orange County Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

**WHEREAS**, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

**WHEREAS**, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

**ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER**

**1.1 Pre-Condemnation Consultation Services**

If requested by the Client, the Appraiser agrees to provide pre-condemnation consultation services and advice regarding the effect of any proposed taking and any such other advice, as requested. Payment for such pre-condemnation consultation services shall be made in accordance with the compensation schedule set forth in Exhibit A, or for a negotiated flat fee.

**1.2 Appraisal Review Services**

The Appraiser agrees to perform an appraisal review for each parcel of property that is appraised by an independent real estate appraiser for the Orlando-Orange County Expressway Authority for various Parcels located within the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206. The reviewer's opinion about quality must encompass the completeness, adequacy, relevance, appropriateness, and reasonableness of the work under review, developed in the context of the requirements applicable to that work. The appraisal review should be prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The Client will submit to the Appraiser the draft appraisal prepared by the independent appraiser. The Appraiser will commence the review process within two business days from receipt of the draft appraisal. The Appraiser will continue the review process diligently coordinating efforts between the independent appraiser, the Appraiser and all sub-consultants relied upon by the independent appraiser.

Payment for such appraisal review services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

**It is agreed and understood that all services rendered under this Agreement and Addenda hereto are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.**

The Appraiser shall consult with the Client regarding services to be performed by the Appraiser at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the appraisals to be furnished under this Agreement.

The Appraiser agrees to perform appraisal services for each parcel of property that is described in an Addendum to this Agreement. Each Addendum shall set forth the Appraiser of Record, the street address (or other description) of the property to be appraised, and the Due Date for each appraisal report(s). It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a different individual as the Appraiser of Record. If the Agreement is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser of Record shall personally appraise each parcel identified in the Addendum and prepare and deliver six (6) color copies of the appraisal report(s) to David A. Shontz, Esq. at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Appraiser shall commence work on the appraisal report(s) immediately and shall perform the work in the most expeditious manner and shall complete the appraisal report(s) within this timeframe, which the Appraiser acknowledges is reasonable. Upon the request from the Client, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the

Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

### **1.3 Litigation Support Services**

If requested by the Client, the Appraiser shall provide research and litigation support services to the Client. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as **Exhibit A**.

### **1.4 Subconsultants**

The Appraiser shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as sub-consultants in connection with the Appraiser's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Appraiser agrees to terminate promptly the services of any sub-consultant and to replace promptly each such terminated sub-consultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the sub-consultants hereunder. The Orlando-Orange County Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

### **1.5 Appraiser's Standards of Performance**

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Appraiser has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

### **1.6 Appraiser's Obligation to Correct Errors or Omissions**

The Appraiser shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs,

specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

### **1.7 Non-Exclusive Rights**

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

### **1.8 Appraiser's Compliance with Laws and Regulations**

The Appraiser and its employees and sub-consultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Appraiser shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Appraiser to render its services hereunder.

### **1.9 Appraiser is not Client's Agent**

The Appraiser is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Appraiser is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

### **1.10 Reduced Scope of Services**

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached **Exhibit A** for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

## **ARTICLE 2- TIME**

**2.1** The date for commencement of services is the effective date of this Agreement.

**2.2** If, at any time prior to completion of the services, the Appraiser determines that the services are not progressing sufficiently, the Appraiser shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, and the recommended action.



## **ARTICLE 3- PAYMENT**

### **3.1 When Payment is to be made by the Client**

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client only after payment by the Orlando-Orange County Expressway Authority is received by the Client. Payment for services rendered by any sub-consultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any sub-consultant retained by the Appraiser. The Appraiser acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Orlando-Orange County Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Appraiser's services on behalf of the Orlando-Orange County Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

### **3.2 Compensation for Services**

It is expressly agreed and understood that the Appraiser shall be paid for all services in accordance with the compensation schedule set forth in Exhibit A within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

### **3.3 Invoices**

The Appraiser shall submit detailed invoices to the Client for all services rendered. The Appraiser represents and warrants that all billable hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Orlando-Orange County Expressway Authority for payment to the Client and then Client shall forward the payment to the Appraiser as provided herein.

The Client shall notify the Appraiser in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Orlando-Orange County Expressway Authority shall promptly pay the Client for the Appraiser the amount so determined, less any amounts previously paid with respect to such monthly invoice.

### **3.6 Right to Withhold Payment**

The Client or the Orlando-Orange County Expressway Authority shall have the right to withhold payment on any invoice in the event that the Appraiser is in default

under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

### **3.7 Total Payments not to Exceed**

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00), without an Addendum to this Agreement that shall be approved by the Orlando-Orange County Expressway Authority. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the client prior to reaching the Two Hundred Thousand Dollars (\$200,000.00) upset limit so that Client may timely present the necessary Addendum to the Orlando-Orange County Expressway Authority.

## **ARTICLE 4- INTENTIONALLY LEFT BLANK**

## **ARTICLE 5 - RECORDS**

### **5.1 Maintenance of Records**

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser and any sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Appraiser's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

### **5.2 Records Availability and Audit**

All of the Appraiser's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Appraiser to the Orlando-Orange County Expressway Authority with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

## **ARTICLE 6– TERM OF AGREEMENT AND TERMINATION**

### **6.1 Term of Agreement**

Services shall commence upon the execution of the Agreement and shall continue for a period of two (2) years. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

### **6.2 Termination**

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser.

Upon termination, the Appraiser shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Appraiser or its sub-consultants in performing services under this Agreement, whether completed or in process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

## **ARTICLE 7- CONFIDENTIALITY**

Unless otherwise required by law, the Appraiser shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Appraiser or received from the Client, concerning the services rendered by the Appraiser or any sub-consultant pursuant to this Agreement.

## **ARTICLE 8- MISCELLANEOUS PROVISIONS**

### **8.1 Notices**

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Neither electronic mail, instant messaging, nor facsimile shall be considered notice as required hereunder.

### **8.2 Change of Address**

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

### **8.3 Jurisdiction**

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Appraiser. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Appraiser's Representative as defined in Exhibit A. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

### **8.4 Governing Law**

The Agreement shall be governed by the laws of Florida.

### **8.5 Transfers and Assignments**

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

### **8.6 Member Protection**

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the Orlando-Orange County Expressway Authority, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or the Orlando-Orange County Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client or the or the Orlando-Orange County Expressway Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

## **8.7 Conflict of Interest**

Except with the Client's knowledge and consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client.

## **8.8 Entire Agreement**

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

## **8.9 Amendment**

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement.

## **8.10 No Third-Party Beneficiaries**

No person, except for the Orlando-Orange County Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Orlando-Orange County Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the parties the services rendered hereunder shall be for the benefit of the Orlando-Orange County Expressway Authority and the Orlando-Orange County Expressway Authority is entitled to rely upon the appraisal report(s) prepared hereunder.

## **8.11 Appraiser Contractual Authorization**

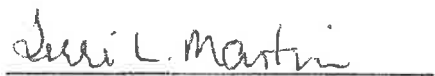
Appraiser represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Appraiser is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

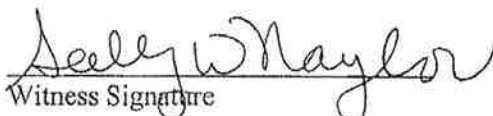
Attest:

  
Witness Signature

Mary Ellen Farmer  
Printed Name

  
Witness Signature

Terri L. Martin  
Printed Name

  
Witness Signature

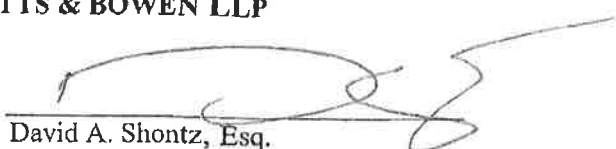
Sally W. Naylor  
Printed Name

  
Witness Signature

SAMUEL RABINOWITZ  
Printed Name

**SHUTTS & BOWEN LLP**

By:

  
David A. Shontz, Esq.  
Legal Counsel to the Orlando-Orange  
County Expressway Authority

**CONSORTIUM APPRAISAL, INC.**

By:

  
Harry W. Collison, Jr., President  
VICE

**EXHIBIT A**

**Client's Representative**

David A. Shontz, Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1000  
Orlando, Florida 32801

**Appraiser's Representative**

Harry W. Collison, Jr., President  
Consortium Appraisal, Inc.  
180 South Knowles Avenue, Suite 3  
Winter Park, Florida 32790

This **Exhibit A** includes the following which shall be made a part hereof:

- ☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

<b>Senior Partner</b>	<b>\$250/hr.</b>
<b>Senior Appraiser</b>	<b>\$175/hr.</b>
<b>Researchers</b>	<b>\$100/hr.</b>

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