




MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: January 22, 2016
RE: Urban Economics Incorporated, Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

A handwritten signature in blue ink, appearing to be "D. Shontz", is written over the "FROM" and "DATE" lines.

Approval is sought from the Central Florida Expressway Authority Board for the attached Addendum to the Agreement for Appraisal Services by Urban Economics Incorporated ("Appraiser") to perform appraisal services and litigation support services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

BACKGROUND/DESCRIPTION

On August 14, 2014, the Appraiser entered into an Agreement to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project with a limit of \$100,000. The original agreement contemplated the appraisal and support services related to only to a limited railroad property acquisition. The Appraiser is now being requested to provide appraisal reports for at least two additional parcel acquisitions which are pending rescheduling for trial in the near future. As a result of these new assignments, it is requested the CFX Board approve the Addendum to the Agreement for Appraisal Services to allow the Appraiser to prepare appraisal reports for immediate use at trial, as well as provide litigation support services including testimony under oath as an expert witness on behalf of the Central Florida Expressway Authority.

The Appraiser is within the current budget of \$100,000 for all appraisal reports for the previously assigned parcels, plus providing testimony for pre-order of taking and order of taking purposes. The requested Addendum of \$150,000 will allow the Appraiser to prepare appraisal reports for the two trial parcels, as well as providing funding for rebuttal reports, deposition testimony, trial preparation and expert witness testimony at trial. Accordingly, this request for an Addendum to the Agreement is to allow the Appraiser to continue to support the CFX for trial preparation and as an expert witness post order of taking. Approval by the Board of the attached

Addendum with an upset amount of \$150,000.00 is requested to allow the Appraiser to continue to provide consultation and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the CFX Board approval of the Addendum to the Agreement for Appraisal Services with Urban Economics Incorporated, and authorize execution of the Addendum in the amount of \$150,000.00 to allow continuation of services by Urban Economics Incorporated related to anticipated litigation costs for the Wekiva Parkway Project.

The Right-of-Way Committee recommended approval of the Addendum to the Agreement for Services with Urban Economics at this January 27, 2016, meeting.

ATTACHMENT

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

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

THIS AGREEMENT is effective this _____ day of _____, 2016, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Urban Economics Incorporated ("Appraiser"), whose business address is 810 South Sterling Avenue, Tampa, Florida 33609.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated August 14, 2014; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Services dated August 14, 2014, payments made to the Appraiser shall not exceed an upset limit of One Hundred Thousand Dollars (\$100,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the One Hundred Thousand Dollar (\$100,000.00) upset limit; 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 One Hundred Fifty Thousand Dollars (\$150,000.00)

All payments made pursuant to this Addendum to the Agreement for Appraisal Services dated August 14, 2014, shall not exceed a total of One Hundred Fifty Thousand Dollars (\$150,000.00). 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 One Hundred Fifty Thousand Dollar (\$150,000.00) upset limit.

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ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Services dated August 14, 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

By: _____

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

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

Michael A. McElveen, MAI

URBAN ECONOMICS INCORPORATED