

**PROFESSIONAL SERVICES AGREEMENT  
RIGHT OF WAY SERVICES  
(Lower New Sweden Interceptor)**

**WORK AUTHORIZATION NO. 2026-01**

This WORK AUTHORIZATION is made pursuant to the terms and conditions of the Master Services Agreement executed the 17th day of September 2025 by and between the City of Pflugerville and Seven Arrows, hereinafter referred to as the Agreement.

The Consultant will perform the professional services as shown in Attachment A, Scope of Services, which will include the tasks to be performed, the deliverables to be provided by the Consultant, and the milestone schedule for completing the tasks and the deliverables for fourteen (14) parcels on the Lower New Sweden Interceptor Project.

Compensation to the Consultant for the services provided pursuant to this work authorization shall be in accordance with Article 4 of the Professional Services Agreement, as further detailed in Attachment B to this Work Authorization. Attachment B shall include the method and basis for determining the compensation for this work authorization. The maximum amount payable under this Work Authorization is \$232,700, unless amended by a Supplemental Work Authorization.

This Work Authorization does not waive any of the parties' responsibilities and obligations provided under the Professional Services Agreement.

This Work Authorization is hereby accepted, acknowledged, and is effective when fully executed below.

CITY OF PFLUGERVILLE

CONSULTANT

BY: \_\_\_\_\_  
Director

BY: Nicole Costanza

DATE: \_\_\_\_\_

TITLE: Managing Partner

BY: \_\_\_\_\_  
City Manager

DATE: 2/5/2026

DATE: \_\_\_\_\_



February 5, 2026

City of Pflugerville  
Attn: Norma Martinez  
normam@pflugervilletx.gov

Re: City of Pflugerville  
Lower New Sweden Interceptor  
Land Rights Acquisition Services

### **SCOPE OF SERVICES**

**GENERAL:** Travis County has real estate impacts associated with the Lower New Sweden Interceptor Project (the Project) which will include appraisal and real estate acquisition services. 7Arrows Land Staff, LLC (7Arrows) shall provide a variety of services to support the City of Pflugerville (Client) in the execution of the project's ROW objectives. It may also include, as directed by the Client, assistance with open houses or similar meetings with the public, presentations to all approval authorities, and other real estate and property work that may be needed from time to time to support the timely execution of the project.

**BASIC SERVICES:** 7Arrows shall render the following professional services in connection with the development of the Project.

1. **Pre-Acquisition / Right of Entry Services**

- a) Research preliminary ownership and county tax information.
- b) Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations, and environmental services with an approved Right of Entry template provided by Client.
- c) Mail out Right of Entry letters and forms as approved by Client.
- d) Provide signed copies Right of Entry to Client.
- e) Coordinate with Client and Client's legal team to review and revise the standard Right of Entry form if changes are requested by landowner and/or their attorney.

2. **Title Services**

- a) Secure and review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
- b) Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for easements.
- c) Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by Client will be required for any exceptions to coverage.

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- d) Attend closings and provide closing services in conjunction with Title Company for all tracts.
- e) Record all original instruments immediately after closing at the respective County Clerk's Office.
- f) Charges from the Title Company for preliminary title reports, title insurance and closing costs will be paid by the Client.

### 3. Appraisal Services

- a) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- b) Contact property owners or their designated representative to offer an opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- c) Finalize complete appraisal report for each parcel. These reports shall conform to the Client's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- d) All completed appraisals will be administratively reviewed and approved by the Client.
- e) Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.

### 4. Negotiation Services

- a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens, waiver of lienholders and clear any title, if 7Arrows staff cannot cure title through standard practices, the Client will be responsible for obtaining legal counsel to remedy any title deficiencies as required by title or alternatively, may elect to close the easement without a title policy).
- c) Prepare the initial offer letter and any other documents required or requested by the Client in an acceptable form (Offer Letter, Purchase Contract, Instruments of Conveyance).
- d) Mail the Client approved Initial Offer Letters including the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- e) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for closing.
- f) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- g) Respond to property owner inquiries verbally and/or in writing within two business days.



- h) Prepare a separate negotiator contact report for each parcel file for each contact.
- i) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
- j) Present counteroffers in a form as directed by the Client. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- k) Prepare second and final offer letter as necessary by CMRRR.

#### 5. Acquisition/Closing Services

- a) Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b) Transport any documents to the Client and landowner for signatures.
- c) Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and provide to Client for permanent storage.
- e) In the event settlement with a landowner cannot be reached, 7Arrows will charge the closing fee upon submission of an Eminent Domain/Condemnation package summarizing all landowner engagements.

#### 6. Project Administration

- a) Maintain current status reports of all parcel and project activities through Smartsheets.
- b) Provide bi-weekly update reports to Client.
- c) Participate in project review meetings as requested.
- d) Provide schedule or areas of work indicating anticipated start and end dates
- e) Copy designated Client representative on all property owner correspondence, as requested.
- f) Maintain copies of all correspondence and contacts with property owners.
- g) Update database with current status information and documentation.



**SUPPLEMENTAL SERVICES (Not contemplated within BASIC SCOPE & FEE):**

7. Condemnation Support

- a) Upon receipt to proceed with Eminent Domain from Client, order updated “Condemnation Limited Title Report” (search parameters set by Client and/or outside legal counsel)
- b) Prepare condemnation package as directed by Client and deliver to Client’s designee or legal counsel.
- c) Upon notification from Client, request update of appraisal.
- d) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by Client (additional fees to be charged on an hourly basis).
- e) As necessary, the ROW Manager will appear and provide Expert Witness testimony when requested (Additional fees will be charged on an hourly basis).
- f) Supplemental Appraisal Fee to be applied for complex appraisals as needed.

Submitted By: Nicole Costanza

Nicole Costanza, Managing Partner

Date: 2/5/2026



<b>City of Pflugerville Lower New Sweden Interceptor Fee Schedule</b>		
<b>Service Item</b>	<b>Service Fee</b>	
<b><u>I. Acquisition Services</u></b>		
Right of Entry <sup>1</sup>	\$	1,000
Title & Title Curative	\$	2,000
Administrative Fee	\$	1,500
Easement / ROW Negotiation Services	\$	3,500
Closing Services	\$	2,500
<b>Total Price per Parcel</b>	<b>\$</b>	<b>10,500</b>
Number of Parcels		13
<i>Sub-Total Acquisition Services</i>	<i>\$</i>	<i>136,500</i>
<b><u>II. Appraisal Services</u></b>		
Land Appraisals	\$	5,000
Parcel Count - Land Appraisals		13
<i>Sub-Total Appraisal Services</i>	<i>\$</i>	<i>65,000</i>
<b><u>III. Project Management Services</u></b>		
Project Manager Hourly Rate (\$/Hr)	\$	200
Project Management Hours		156
<i>Total Project Management Services</i>	<i>\$</i>	<i>31,200</i>
<b>Total Estimated Cost†</b>	<b>\$</b>	<b>232,700</b>
<b><u>IV. Condemnation Support Services</u></b>		
Testifying Witness Hourly Rate (\$/hr)	\$	400
Appraiser Associate Hourly Rate (\$/hr)	\$	250
Research Hourly Rate (\$/hr)	\$	125
†7Arrows Land Staff, LLC will only charge for services performed.		
<sup>1</sup> Right of Entry services will be billed 50% when the ROE is mailed and 50% when the ROE Agreement is signed, or 120 days after mailing, whichever occurs first.		

<b>Expected Parcels for Lower New Sweden Interceptor</b>	
<b>Parcel ID (CAD)</b>	<b>Landowner Name</b>
271759	05 RANCH INVESTMENTS LLC
271744	TEER MYRTLE ET AL
271741	HARRELL MILTON G JR & LYNNDCELL
825059	WOSTER ERIC S & JENNIFER A
570223	DOYLE BENJAMIN & MARY
570216	FLORES ERNIE & DIANE
766790	FM 973 PROPERTIES LLC
951750	BRIBIESCA ANDRES
787414	GOMEZ FELIPE ALEX JR
943083	TIJERINA JOHN BAPTISTA &
787965	JEN HOLDCO 24 LLC
962754	JEN HOLDCO 24 LLC
787960	MIKUS DONALD R &
788577	CITY OF PFLUGERVILLE