

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “Amendment”) is made and entered into by and between NEW BRAUNFELS UTILITIES, a Texas municipal owned utility (“NBU”), and 7 ARROWS LAND STAFF, LLC, a Texas professional limited liability company (the “Professional”) (collectively, “the Parties”).

### RECITALS

WHEREAS, NBU and the Professional entered into a Professional Services Agreement dated July 31, 2020 (the “Agreement”), to provide ROW and easement acquisition services including property owner negotiations, escrow and title coordination, project management and administration, and condemnation proceedings support (the “Services”);

WHEREAS, NBU and the Professional desire to amend the compensation structure of the Agreement as described in Exhibit B to this Amendment;

WHEREAS, NBU and the Professional desire to reallocate unused funds intended for the first year of the contract to subsequent years of the contract as described in Exhibit B to this Amendment; and

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, as follows:

### AGREEMENT

Section 1. Amendment to Exhibit B. Exhibit B of the Agreement is hereby deleted in its entirety and replaced by Exhibit B to this Amendment as of the effective date of this Amendment.

Section 2. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 3. Entire Agreement. This Amendment, together with the Agreement, sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 4. Binding Effect. This Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 5. Severability. If any term or provision of this Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Amendment shall not be affected thereby, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

*(The remainder of this page is intentionally left blank.)*

**IN WITNESS WHEREOF**, the Parties hereto, upon lawful approval and authority, have executed this Amendment on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NBU:**

**NEW BRAUNFELS UTILITIES,**  
a Texas municipal owned utility

By: \_\_\_\_\_  
Name: Ian Taylor  
Title: CEO

**THE PROFESSIONAL:**

**7 ARROWS LAND STAFF, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit B

Compensation

The Professional shall perform the Services described in Exhibit A for a particular project outlined in each NBU Work Authorization attached as Exhibit D, and in accordance with the Professional's Fee Schedule below; however, the compensation for all Services performed under this Agreement shall not exceed \$125,000 for the initial year and \$331,250 per year thereafter. The total amount of compensation shall not exceed \$1,450,000 for the duration of the Agreement.

**Fee Schedule**

<b>Right of Way and Easement Acquisition Services</b>	<b>Price Per Parcel</b>
Property Owner Negotiations	\$2,000 to \$4,000
Escrow and Title Coordination	\$750 to \$1,500
Project Management and Administration	\$.1000 to \$2,500
Condemnation Proceedings Support	\$1,000 to \$2,000

Any additional costs incurred under this Agreement are to be included in the calculation of the not to exceed amounts specified in this Exhibit. The additional costs below are included for informational purposes only. The Professional shall obtain written approval from NBU prior to incurring any additional costs.

Specified rates for labor are fully burdened costs for services of staff positions shown below, including all costs of administration (including invoicing), overhead, profit, office management, facilities, equipment, utilities, office supplies, and all direct and indirect costs associated with performance of the position's duties.

**Additional Costs:** (Itemized with pricing)

<b>Right of Way and Easement Acquisition Additional Services</b>		
ROW and Property Acquisition Support for Relocations	\$2,500 - \$8,500	Price Per Parcel
Additional Condemnation Support	\$125	Per Hour