

## EXHIBIT 2

August 13, 2025

Project No. (AVO): 57474

City of Lewisville  
Randy Simon  
Project Manager – City of Lewisville Parks and Recreation  
191 Civic Circle  
Lewisville, TX 75067

RE: DCLID Walking Trail SA2

Dear Randy Simon,

Halff is pleased to submit the following Scope of Services to provide easement acquisition services for the DCLID Walking Trail.

The proposed services are described in the Scope of Services (**Attachment A**). The exclusions section of this section also provides a list of services not included in this proposal, but can be provided by Halff Associates Inc., upon your request.

**Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect until December 16, 2025, at which point shall terminate unless renewed in writing by CONSULTANT and CLIENT.**

We appreciate the opportunity to submit our proposal for this project. Please feel free to contact me at 214.346.6234 or at [twoodson@halff.com](mailto:twoodson@halff.com), if you have any questions or comments regarding the proposal.

Sincerely,



Todd Woodson, PE  
Halff Associates, Inc.

## ATTACHMENT A

### SCOPE OF SERVICES – Supplemental Agreement No. 2

#### Purpose

The Supplemental Agreement No. 2 (SA2) scope of services to be performed by Halff (CONSULTANT) for the City of Lewisville (CITY) consists of easement acquisition services for the DCLID Walking Trail.

#### Assumptions

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The current 60% design shall be utilized for the easements.

#### **Special Services**

#### 8. Survey

##### C. Appraisal Services and Easement Acquisition Assistance

The scope of appraisal services for SA2 includes the following:

1. Appraisers will provide advance notice of the date and time of their appraisal inspections of the subject property to the Engineer's project administrator to coordinate the appraiser's inspection.
2. Secure written permission from the property owner to enter the property from which property/property rights are to be acquired. The inspection will proceed from the existing right of way if the appraiser is unable to secure the necessary letter of permission from the property owner.
3. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
4. Contact property owners or their designated representative to offer an opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain the record of contact in file.
5. For the initial appraisal, prepare a complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices (USPAP) as promulgated by the Appraisal Foundation.
6. For an updated appraisal, prepare a complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the USPAP.
7. As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.
8. All completed appraisals will be administratively reviewed by the City's staff and recommended for approval by the City's staff, if required by the City.
9. The fees for initial appraisals are based on separate appraisal assignments. The fee for each appraisal assignment will be reflective of the complexity of the specific individual appraisal assignment.

CONSULTANT will provide acquisition support services for acquiring permanent and temporary easements for the Project. The scope of SA2 for acquisition support includes the following:

1. Communication:

- a. Half personnel will visit project site with City personnel prior to start of negotiation with property owners.
- b. Maintain status reports of parcel and project activities and provide weekly to the City.
- c. Attend regular status meetings as requested by the City (up to 2 virtual meetings per month)

2. File Management

- a. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
- b. Maintain copies of all correspondence and contacts with property owners.

3. Title and Closing Services:

- a. Secure preliminary title commitment or preliminary title search and five-year sales data from the title company that will be providing title insurance. The charges from the title company for the preliminary title commitments will be paid separately by the City.
- b. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. The charges from the title company for the update of the title commitment will be paid separately by the City.
- c. Secure title insurance for all parcels acquired, as directed by the City, insuring acceptable title to the City. Written approval by the City required for any exception. The charges from the title company for the update of the title insurance will be paid separately by the City.
- d. The curative services necessary to provide clear title to the Agency is the responsibility of the Engineer and is a part of the fee included herein. The Engineer's curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the City.
- e. The Engineer has the responsibility of making direct contact with the title company to obtain an updated title commitment along with other forms and a certified copy of the instrument of conveyance when requesting payment from the City.

- f. Any fees related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel will be paid separately by the City and are excluded from this scope of services.
- g. Engineer shall cause the recordation of all original instruments upon receipt of the original documents from the property owner, or immediately after closing, at the respective County Clerk's Office. The cost of recording fees and filing fees is paid separately by the City and is excluded from this scope of services.

4. Negotiation Services:

- a. Analyze appraisal reports and confirm the City's approved value prior to making offer for each parcel.
- b. Analyze preliminary title reports to determine potential title problems and propose methods to cure title deficiencies.
- c. Prepare and send the introduction letter transmitting the Landowners' Bill of Rights by USPS Regular Mail.
- d. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the City on applicable forms.
- e. Contact each property owner or owner's designated representative, to present the written offer in person where practical or via CMRRR, and deliver appraisal report and required brochures. 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 in writing within two business days. Provide a written offer in person where practical, maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for recordation or closing, as needed.
- h. Prepare a separate negotiator contact report for each parcel on the approved form.
- i. Maintain parcel files of original documentation related to the purchase of real property or property interests.
- j. Advise property owner on the Administrative Settlement process. Transmit to the City any written counteroffer from property owners including supporting documentation and Engineer recommendation regarding Administrative Settlements in accordance with the City's policy and procedures.
- k. Prepare final offer letter, documents of conveyance as necessary and provide via CMRRR.
- l. Perform title and closing services as described in Section 3.

- m. Prepare payment request package and submit to the City.
- n. Upon closing, send recorded documents and original signed closing documents to City, if applicable.

All Easement acquisition services shall be performed on an hourly basis. Once the fee is exhausted, additional fee will be required to continue easement acquisition services.

## ATTACHMENT B

### BASIS OF COMPENSATION

#### **B. SPECIAL SERVICES:**

The basis of compensation for the Special Services below shall be on a time and material basis:

##### Task 8 - Survey

Task 8C – Appraisal Services (6 parcels at \$4,083 ea),  
Easement Acquisition Assistance (6 parcels at \$7,000 ea) \_\_\_\_\_ \$66,500

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**SUBTOTAL – SPECIAL SERVICES ..... \$66,500.00**

**GRAND TOTAL: ..... \$66,500.00**

## ATTACHMENT C

### EASEMENT ACQUISITION ASSISTANCE EXCLUSIONS

Miscellaneous services requested by the City not described above will be performed only upon prior written authorization from the City as an additional service. No work will be undertaken for additional services without specific written authorization from the City. These services may include:

1. Reporting outside of typical status reports
2. Relocation assistance services
3. Condemnation assistance services
4. Updated appraisals beyond the initial appraisal
5. Provide expert witness preparation and testimony