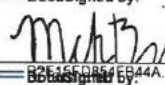
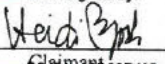
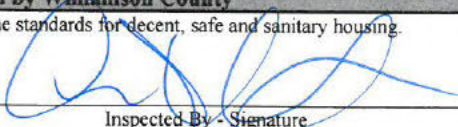


CLAIM FOR PAYMENT OF RENT SUPPLEMENT

Print or Type All Information - Read Rules on Reverse Side				
Name of Claimant: Mark Bjork and Heidi Bjork		Parcel No.: 335	County: Williamson	
		Project: FM 2243/Hero Way		
Property Acquired by State: By: ☒ Negotiation Condemnation		Replacement Housing Address: [REDACTED] [REDACTED] S [REDACTED] E		
[REDACTED] [REDACTED] Leander, Texas 78641		Date Claimant Moved into Replacement Housing:		
Type of Occupancy Covered by This Claim: ☐ Owner-Occupant ☒ Tenant ☐ House ☒ House ☐ Apartment ☐ Apartment ☐ Mobile Home ☐ Mobile Home ☐ ☐ Sleeping Room		Amount of This Claim \$51,189.60 a. Total Rent Supplement \$ Installment (1st, 2nd, 3rd, or Final) \$ b. Total Last Resort Purchase Payment \$51,189.60 1. Amount Paid on Principal \$47,500.00 2. Incidental Expenses \$4,012.00		
Controlling Dates		Mo.	Day	Yr.
a. First Offer in Negotiations		12	26	2023
b. Date Required to Move		04	19	2024
Continuous Occupancy of Property Acquired by State: From (Date): 2011 To (Date of Move):				
Payment of this claim in the amount shown in Block 9 above is requested. I certify that this move was made as a result of the acquisition of the property for highway purposes, the information submitted herewith is true and correct, and that the dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief. 3/6/2024 Date of Claim DocuSigned by:  62E465C0A5FE944A...  6340A400D02E49B...				
Spaces Below to be Completed by Williamson County				
The dwelling at the address above has been inspected and, in my opinion, meets the standards for decent, safe and sanitary housing.				
2-26-2024 Date of Inspection		 Inspected By - Signature		
I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment.				
3-7-2024 Date		 Relocation Agent		
Date		Williamson County Judge		

Rules

1. Rent supplement claims shall be supported by a receipt for at least one month's rent of the selected decent, safe and sanitary replacement dwelling showing the full amount of the monthly rent charged for the dwelling together with the name and signature of the property owner or his/her appointed leasing agent.
2. Claims for last resort rent supplements used for the purchase of decent, safe and sanitary replacement dwellings shall be supported by a copy of the closing statement showing all required signatures and the closing agent's certification that all funds have been disbursed as shown on the closing statement.

Loan Estimate

DATE ISSUED 3/4/2024
APPLICANTS Mark Lloyd Bjork and Heidi Michele Bjork

LOAN TERM 30 years
PURPOSE Purchase
PRODUCT Fixed Rate
LOAN TYPE ☒ Conventional ☐ FHA ☐ VA ☐
LOAN ID # [REDACTED] 6
RATE LOCK ☒ NO ☐ YES, until
Before closing, your interest rate, points, and lender credits can change unless you lock the interest rate. All other estimated closing costs expire on

SALE PRICE \$340,000

Loan Terms		Can this amount increase after closing?
Loan Amount	\$292,500	NO
Interest Rate	6.99 %	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$1,944.05	NO
Does the loan have these features?		
Prepayment Penalty	NO	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1-8	Years 9-30
Principal & Interest	\$1,944.05	\$1,944.05
Mortgage Insurance	+ 37	+ -
Estimated Escrow <i>Amount can increase over time</i>	+ 470	+ 470
Estimated Total Monthly Payment	\$2,451	\$2,414
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$470 Monthly	This estimate includes ☒ Property Taxes ☒ Homeowner's Insurance ☐ Other: <i>See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.</i> In escrow? YES YES

Costs at Closing	
Estimated Closing Costs	\$8,367 Includes \$3,431 in Loan Costs + \$4,936 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$55,867 Includes Closing Costs. See Calculating Cash to Close on page 2 for details.

Visit www.consumerfinance.gov/mortgage-estimate for general information and tools.

Closing Cost Details

Loan Costs

A. Origination Charges	\$1,630
% of Loan Amount (Points)	
Processing Fees	\$550
Tax Related Service Fee	\$85
Underwriting Fees	\$995

B. Services You Cannot Shop For	\$1,137
Appraisal Fee	\$575
Credit Report	\$280
Flood Certification	\$7
MERS(R) Registration Fee	\$25
TX Doc Prep Fee	\$250

C. Services You Can Shop For	\$664
Title - Closing Fee	\$400
Title - Deed Preparation Fee	\$25
Title - Lender's Title Insurance	\$100
Title - T-19 Restrictions, Encroachments, Minerals	\$20
Title - T-19.1 Restrictions, Encroachment, Minerals -	\$25
Title - T-3 Amendment of Survey Exception	\$20
Title - T-3 Taxes Not Yet Due and Payable	\$25
Title - T-30 Tax Deletion	\$20
Title - T-36 Environmental Protection Lien	\$25
Title - Texas Guaranty Fee	\$4

D. TOTAL LOAN COSTS (A + B + C) **\$3,431**

Other Costs

E. Taxes and Other Government Fees	\$156
Recording Fees and Other Taxes	\$156
Transfer Taxes	

F. Prepaids	\$2,944
Homeowner's Insurance Premium (12 months)	\$1,488
Mortgage Insurance Premium (months)	
Prepaid Interest (\$56.0158 per day for 26 days @6.99 %)	\$1,456
Property Taxes (months)	

G. Initial Escrow Payment at Closing	\$1,411
Homeowner's Insurance \$123.96 per month for 3 mo.	\$372
Mortgage Insurance per month for mo.	
Property Taxes \$346.47 per month for 3 mo.	\$1,039

H. Other	\$425
Survey Fee	\$425

I. TOTAL OTHER COSTS (E + F + G + H) **\$4,936**

J. TOTAL CLOSING COSTS **\$8,367**

D + I \$8,367
Lender Credits

Calculating Cash to Close

Total Closing Costs (J)	\$8,367
Closing Costs Financed (Paid from your Loan Amount)	\$0
Down Payment/Funds from Borrower	\$47,500
Deposit	\$0
Funds for Borrower	\$0
Seller Credits	\$0
Adjustments and Other Credits	\$0
Estimated Cash to Close	\$55,867

Eligible closing costs
\$4012

Down Payment
\$47,500

Additional Information About This Loan

LENDER T2 Financial LLC., DBA Revolution Mortgage
NMLS/ __ LICENSE ID 1686046
LOAN OFFICER Eric Silvas
NMLS/ __ LICENSE ID 220482
EMAIL [REDACTED]
PHONE [REDACTED]

MORTGAGE BROKER
NMLS/ __ LICENSE ID
LOAN OFFICER
NMLS/ __ LICENSE ID
EMAIL
PHONE

Comparisons

Use these measures to compare this loan with other loans.

In 5 Years	\$123,724 Total you will have paid in principal, interest, mortgage insurance, and loan costs. \$17,195 Principal you will have paid off.
Annual Percentage Rate (APR)	7.197 % Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	139.764 % The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations

- Appraisal** We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
- Assumption** If you sell or transfer this property to another person, we
☐ will allow, under certain conditions, this person to assume this loan on the original terms.
☒ will not allow assumption of this loan on the original terms.
- Homeowner's Insurance** This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
- Late Payment** If your payment is more than 15 days late, we will charge a late fee of 5% of the principal and interest overdue.
- Refinance** Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
- Servicing** We intend
☐ to service your loan. If so, you will make your payments to us.
☒ to transfer servicing of your loan.

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Mark Lloyd Bjork

Date

Heidi Michele Bjork

Date



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

11-07-2022



1. **PARTIES:** The parties to this contract are Burl Johnson, Shiree Johnson (Seller) and Mark Bjork, Heidi Bjork (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the Property (Property).
 - A. **LAND:** Lot 7 Block E, North Creek Sec 1 Addition, City of Leander, County of Williamson, Texas, known as 2 [redacted] k [redacted], 78641 (address/zip code), or as described on attached exhibit.
 - B. **IMPROVEMENTS:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.
 - C. **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.
 - D. **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: Hot Tub In Backyard
 - E. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing \$ 43,550.00
 The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
 - B. Sum of all financing described in the attached: ☒ Third Party Financing Addendum, XXXXXX
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum \$296,450.00 \$ 291,450.00
 - C. Sales Price (Sum of A and B) \$340,000.00 \$ 335,000.00
4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)
 - ☐ A. **RESIDENTIAL LEASES:** The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
 - ☐ B. **FIXTURE LEASES:** Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
 - ☐ C. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.
 - ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

TXR-1601

Initialed for identification by Buyer [initials] and Seller [initials]

TREC NO. 20-17

Contract Concerning

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Stewart Title-Elda Telle (Escrow Agent) at 6300 183-A Frontage Road, Ste. 280, Cedar Park, TX 78641 (address): \$ 3,300.00 as earnest money and \$300.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 7 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Stewart Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 3.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☐ (i) will not be amended or deleted from the title policy; or

☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

TXR-1601

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TREC NO. 20-17
 Mark and Heidi

Contract Concerning

2 [REDACTED] [REDACTED], [REDACTED], [REDACTED] 1

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(Address of Property)

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- ☒ (1) Within 3 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: **Residential Use**

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.** Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.**
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

TXR-1601

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TREC NO. 20-17
Mark and Heidi

- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**
(Check one box only)
- ☒ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.
- D. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

Contract Concerning

2 [REDACTED] [REDACTED] [REDACTED] 1

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(Address of Property)

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ 575.00. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
8. **BROKERS AND SALES AGENTS:**
- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9. **CLOSING:**
- A. The closing of the sale will be on or before April 5, 2024, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

Contract Concerning

2 [REDACTED] k [REDACTED] t. [REDACTED] [REDACTED] 1

Page 6 of 11 11-07-2022

(Address of Property)

10. POSSESSION:

A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. **SMART DEVICES:** "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
- (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money

TXR-1601

Initialed for identification by Buyer

[Signature]

[Signature]

and Seller

[Signature]

TREC NO. 20-17

Contract Concerning

2 [REDACTED] [REDACTED] [REDACTED] 1

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(Address of Property)

will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
 - A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

TXR-1601

Initialed for identification by Buyer  and Seller   
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

TREC NO. 20-17
 Mark and Heidi

Contract Concerning _____ (Address of Property) _____ Page 8 of 11 11-07-2022

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

Phone: _____

Phone: 5 _____ 0

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: m _____ n

E-mail/Fax: m _____ t

_____ n _____ y _____ s _____ t _____
_____ m

_____ n _____ y _____ s _____ t _____
_____ 11 _____ m

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- | | |
|---|--|
| ☒ Third Party Financing Addendum | ☐ Seller's Temporary Residential Lease |
| ☐ Seller Financing Addendum | ☐ Short Sale Addendum |
| ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association | ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| ☐ Buyer's Temporary Residential Lease | ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| ☐ Loan Assumption Addendum | ☐ Addendum for Property in a Propane Gas System Service Area |
| ☐ Addendum for Sale of Other Property by Buyer | ☐ Addendum Regarding Residential Leases |
| ☐ Addendum for Reservation of Oil, Gas and Other Minerals | ☐ Addendum Regarding Fixture Leases |
| ☐ Addendum for "Back-Up" Contract | ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment |
| ☐ Addendum for Coastal Area Property | ☒ Other (list): <u>non Realty Item addendum</u> |
| ☐ Addendum for Authorizing Hydrostatic Testing | |
| ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal | |
| ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum | |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

TXR-1601

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 20-17

Contract Concerning

(Address of Property)

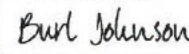
Page 9 of 11 11-07-2022

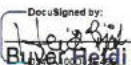
EXECUTED the 22 day of February, 2024 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DocuSigned by:

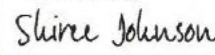
Buyer Mark Bjork

2/21/2024 | 4:17:51 PM CST

DocuSigned by:

Seller Burl Johnson

DocuSigned by:

Buyer Heidi Bjork

2/21/2024 | 4:24:53 PM CST

DocuSigned by:

Seller Shiree Johnson



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 20-17. This form replaces TREC NO. 20-16.

Contract Concerning

(Address of Property)

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BROKER INFORMATION

(Print name(s) only. Do not sign)

Coldwell Banker Realty420132

Other Broker Firm

License No.

All City Real Estate Ltd. Co

Listing Broker Firm

License No.

represents

☒ Buyer only as Buyer's agent☐ Seller as Listing Broker's subagent

represents

☐ Seller and Buyer as an intermediary☒ Seller only as Seller's agentGilbert Gonzalez596800

Associate's Name

License No.

Regina Cox461751

Listing Associate's Name

License No.

Team Name

Team Name

Associate's Email Address

Phone

Listing Associate's Email Address

Phone

David Pruitt400967

Licensed Supervisor of Associate

License No.

Kevin Scanlan477367

Licensed Supervisor of Listing Associate

License No.

609 Castle Ridge Road

Austin, TX

78746

Zip

2000 N. Loop West

Austin, TX

Phone

Austin

City

TX

State

78746

Zip

Austin

City

TX

State

79729

Zip

Selling Associate's Name

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (3% of final sales price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

Contract Concerning _____ 2 _____ k _____ 1 _____
(Address of Property) Page 11 of 11 11-07-2022

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ Check _____
is acknowledged.

Escrow Agent Stewart Title-Elda Telle _____

_____ Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____ Check _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
FOR VOLUNTARY USE

10-10-11

NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY

2 [REDACTED] k [REDACTED] [REDACTED] 1

(Address of Property)

- A. For an additional sum of \$ 0.00 and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

Refrigerator currently in home on 02-21-24

- B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.
- C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

DocuSigned by:

Buyer

Mark Bjork

2/21/2024 | 4:17:51 PM CST

DocuSigned by:

Seller

4E706706D2674F5...

Seller

Burl Johnson

DocuSigned by:

Buyer

Heidi Bjork

2/21/2024 | 4:24:53 PM CST

DocuSigned by:

Seller

4E70C706D2674F5...

Seller

Shiree Johnson

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (HYPERLINK "<http://www.trec.texas.gov>" <http://www.trec.texas.gov>)

TREC NO. OP-M



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-07-2022

**THIRD PARTY FINANCING ADDENDUM**

TO CONTRACT CONCERNING THE PROPERTY AT

2 [REDACTED] k t.**Leander**

(Street Address and City)

1. **TYPE OF FINANCING AND DUTY TO APPLY AND OBTAIN APPROVAL:** Buyer shall apply promptly for all financing described below and make every reasonable effort to obtain approval for the financing, including but not limited to furnishing all information and documents required by Buyer's lender. (Check applicable boxes): \$296,450.00

☒ A. **CONVENTIONAL FINANCING:**

- ☒ (1) A first mortgage loan in the principal amount of \$ ~~291,450.00~~^{XXXXXXX} (excluding any financed PMI premium), due in full in 30 year(s), with interest not to exceed 7.375 % per annum for the first 30 year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed 2.000 % of the loan.

- ☐ (2) A second mortgage loan in the principal amount of \$ _____ (excluding any financed PMI premium), due in full in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

- ☐ B. **TEXAS VETERANS LOAN:** A loan(s) from the Texas Veterans Land Board of \$ _____ for a period in the total amount of _____ years at the interest rate established by the Texas Veterans Land Board.

- ☐ C. **FHA INSURED FINANCING:** A Section _____ FHA insured loan of not less than \$ _____ (excluding any financed MIP), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

- ☐ D. **VA GUARANTEED FINANCING:** A VA guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

- ☐ E. **USDA GUARANTEED FINANCING:** A USDA-guaranteed loan of not less than \$ _____ (excluding any financed Funding Fee), amortizable monthly for not less than _____ years, with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan.

- ☐ F. **REVERSE MORTGAGE FINANCING:** A reverse mortgage loan (also known as a Home Equity Conversion Mortgage loan) in the original principal amount of \$ _____ (excluding any financed PMI premium or other costs), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges as shown on Buyer's Loan Estimate for the loan not to exceed _____ % of the loan. The reverse mortgage loan ☐ will ☐ will not be an FHA insured loan.

- ☐ G. **OTHER FINANCING:** A loan not of a type described above from _____ (name of lender) in the principal amount of \$ _____ due in _____ year(s), with interest not to exceed _____ % per annum for the first _____ year(s) of the loan with Origination Charges not to exceed _____ % of the loan. Buyer ☐ does ☐ does not waive all rights to terminate the contract under Paragraph 2B of this addendum for the loan described in this paragraph.

2. **APPROVAL OF FINANCING:** Approval for the financing described above will be deemed to have been obtained when Buyer Approval and Property Approval are obtained. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

TXR-1901

Initialed for identification by Buyer and Seller

TREC NO. 40-10

1. LENDER APPROVAL (Check one box only):

☒ This contract is subject to Buyer obtaining Buyer Approval. If Buyer cannot obtain Buyer Approval, Buyer may give written notice to Seller within 20 days after the effective date of this contract and this contract will terminate and the earnest money will be refunded to Buyer. If Buyer does not terminate the contract under this provision, the contract shall no longer be subject to the Buyer obtaining Buyer Approval. Buyer Approval will be deemed to have been obtained when (i) the terms of the loan(s) described above are available and (ii) lender determines that Buyer has satisfied all of lender's requirements related to Buyer's assets, income and credit history.

☐ This contract is not subject to Buyer obtaining Buyer Approval.

B. PROPERTY APPROVAL: If Buyer's lender determines that the Property does not satisfy lender's underwriting requirements for the loan (including but not limited to appraisal, insurability, and lender required repairs) Buyer, not later than 3 days before the Closing Date, may terminate this contract by giving Seller: (i) notice of termination; and (ii) a copy of a written statement from the lender setting forth the reason(s) for lender's determination. If Buyer terminates under this paragraph, the earnest money will be refunded to Buyer. If Buyer does not terminate under this paragraph, Property Approval is deemed to have been obtained.

3. SECURITY: If required by Buyer's lender, each note for the financing described above must be secured by vendor's and deed of trust liens.

4. FHA/VA REQUIRED PROVISION: If the financing described above involves FHA insured or VA financing, it is expressly agreed that, notwithstanding any other provision of this contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise: (i) unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ or (ii) if the contract purchase price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The 3-day notice of termination requirements in 2.B. does not apply to this Paragraph 4.

A. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation or the reasonable value established by the Department of Veterans Affairs.

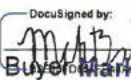
B. If FHA financing is involved, the appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself/herself that the price and the condition of the Property are acceptable.

C. If VA financing is involved and if Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the VA, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the VA and which Buyer represents will not be from borrowed funds except as approved by VA. If VA reasonable value of the Property is less than the Sales Prices, Seller may reduce the Sales Price to an amount equal to the VA reasonable value and the sale will be closed at the lower Sales Price with proportionate adjustments to the down payment and the loan amount.

5. AUTHORIZATION TO RELEASE INFORMATION:

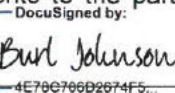
A. Buyer authorizes Buyer's lender to furnish to Seller or Buyer or their representatives information relating to the status of the approval for the financing.

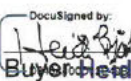
B. Seller and Buyer authorize Buyer's lender, title company, and Escrow Agent to disclose and furnish a copy of the closing disclosures and settlement statements to the parties' respective brokers and sales agents provided under Broker Information.

DocuSigned by:

Buyer Mark Bjork

2/21/2024 | 4:17:51 PM CST

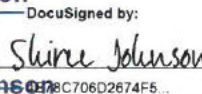
Seller Burl Johnson

DocuSigned by:

4E70C706D2674F5...

DocuSigned by:

Buyer Heidi Bjork

2/21/2024 | 4:24:53 PM CST

Seller Shiree Johnson

DocuSigned by:

4E70C706D2674F5...



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 40-10. This form replaces TREC No. 40-9.

CERTIFICATION OF ELIGIBILITY

Project: Horoway / RM 2243

Parcel: 335

Displacee: Mark Bjork and Heidi Bjork

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.


Claimant

Date: 12.14.23


Claimant

Date: 12.14.23

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

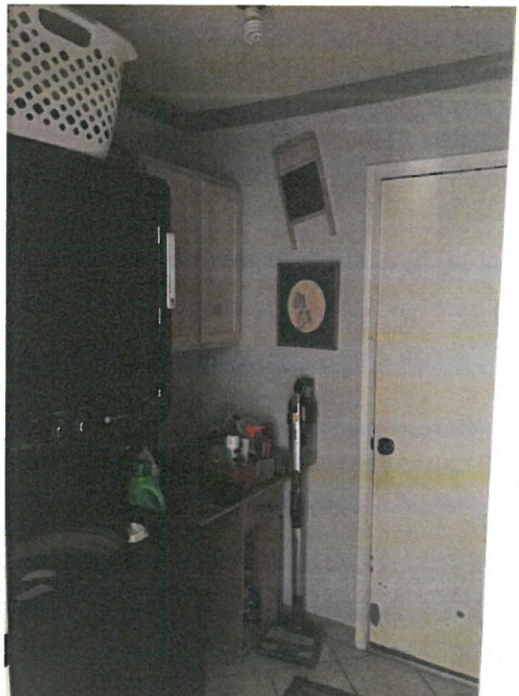
Claimant

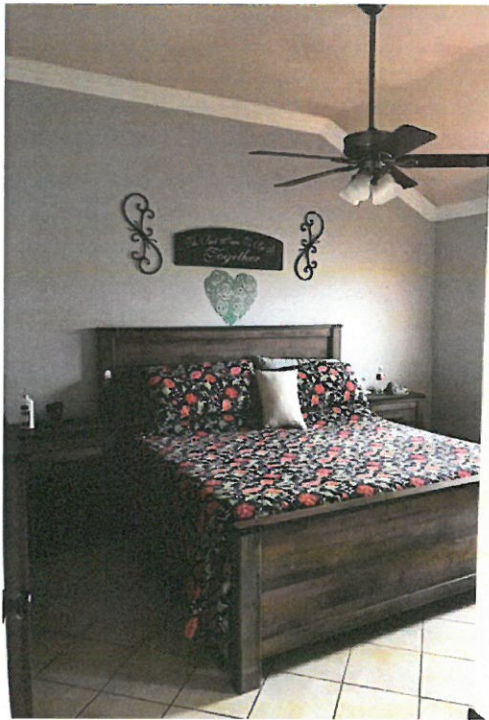
Date:

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Mark Bjork and Heidi Bjork		Parcel No.: 335	County: Williamson																													
		Project: FM 2243/ Hero Way																														
Address: [REDACTED] [REDACTED] [REDACTED]																																
Number of Displaced Persons in Family: 6		Purchase Price or Monthly Rent: \$340,000.00																														
Replacement Dwelling																																
House ☒		Duplex ☐																														
		Apartment ☐																														
		Sleeping Room ☐																														
Mobile Home: Width: Length:		Other:																														
Floor Space: 1325 sq. ft.		No. Rooms: 6																														
		No. Bedrooms: 4																														
		No. Baths: 2																														
Dwelling Inspection																																
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">Yes ☒</td> <td style="width: 10%;">No ☐</td> <td style="width: 80%;">1. Meets all applicable building codes</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>2. Has required potable water</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>3. Has required kitchen facilities</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>4. Has required heating system</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>5. Has required bathroom facilities</td> </tr> </table> </td> <td style="width: 50%; vertical-align: top;"> <table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">Yes ☒</td> <td style="width: 10%;">No ☐</td> <td style="width: 80%;">6. Has Provisions for artificial lighting in each room</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>7. Is structurally sound, in good repair and adequately maintained</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>8. Has required safe means of egress</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>9. Has required habitable floor space</td> </tr> </table> </td> </tr> </table>				<table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">Yes ☒</td> <td style="width: 10%;">No ☐</td> <td style="width: 80%;">1. Meets all applicable building codes</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>2. Has required potable water</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>3. Has required kitchen facilities</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>4. Has required heating system</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>5. Has required bathroom facilities</td> </tr> </table>	Yes ☒	No ☐	1. Meets all applicable building codes	☒	☐	2. Has required potable water	☒	☐	3. Has required kitchen facilities	☒	☐	4. Has required heating system	☒	☐	5. Has required bathroom facilities	<table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">Yes ☒</td> <td style="width: 10%;">No ☐</td> <td style="width: 80%;">6. Has Provisions for artificial lighting in each room</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>7. Is structurally sound, in good repair and adequately maintained</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>8. Has required safe means of egress</td> </tr> <tr> <td>☒</td> <td>☐</td> <td>9. Has required habitable floor space</td> </tr> </table>	Yes ☒	No ☐	6. Has Provisions for artificial lighting in each room	☒	☐	7. Is structurally sound, in good repair and adequately maintained	☒	☐	8. Has required safe means of egress	☒	☐	9. Has required habitable floor space
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Comments:																																
House has 2 car attached garage, large covered patio, storage building and green house.																																
2-26-2024 Date of Inspection Inspected By - Signature																																

Hero Way
Parcel 335
Replacement Dwelling
602 Clearcreek Dr.
Leander, Texas 78641









□ 602 Clearcreek Dr, Leander, Texas 78641

[Listing](#) [Tax](#) [Photos](#) [History](#) [Parcel Map](#) [Flood Map](#) [Foreclosure](#) [Remarks](#) [Tour](#) [O](#) [<](#) [>](#)



Listing ID: 5050439 LP: \$350,000

Recent Change: 02/16/2024 :: ->A



Address: [602 Clearcreek Dr](#)
City: Leander, Texas 78641
County: Williamson
PID: [17W339201E00070002](#)
Subdv: North Creek Sec 01
Legal: NORTH CREEK SEC 1, BLOCK E, LOT 7
Type: Single Family Resi/Fee-Simple
ISD: [Leander ISD](#)
Mid or JS: [Danielson](#)
Primary Bed on Main: Yes # Living: 1
Beds: Total: 4 (Main: 4 Other:)
Liv SqFt: 1,325 SqFt/Public Records
Yr Blt: 1995/Public Records/Resale
Acres: 0.149
Pool Priv: No/None

Std Stat: A/RESI
List Price: \$350,000
MLS Area: CLN
Tax Lot: 7
Tax Blk: E
Levels: 1
Elem: [Bagdad](#)
High: [Glenn](#)
Dining: 1
Baths: Total: 2 (F:2/H:0)
\$/SqFt: \$264.15
Lnd SqFt: 6,508
Spa Feat:

1 / 29 Exterior Front

[View Documents](#) [Virtual Tour Link](#)

General Information

Garage: 2 / Tot Prk: 4 / Attached, Door-Single, Driveway, Garage, Garage Door Opener, Garage Faces Front
Lot Feat: Curbs, Few Trees, Interior Lot, Level
Roof: Composition
Flooring: Tile
Constr: Brick
Appliances: Dishwasher, Disposal, Microwave, Range Free-Standing Gas, Water Heater-Gas
Interior: Ceiling Fan(s), Ceiling(s)-High, Ceiling(s)-Vaulted, Counter-Laminate, Crown Molding, Double Vanity, Eat-in Kitchen, In-Law Floorplan, No Interior Steps, Open Floorplan, Primary Bedroom on Main, Recessed Lighting, Walk-In Closet(s)
View: None
Exterior: None
Room **Level** **Features**
Primary Bed Main Ceiling Fan(s), Crown Molding, Full Bath
Kitchen Main Dining Area, Open to Family Room, Pantry

Utility Information

Heat: Central
A/C: Central Air
Sewer: Public Sewer
Utilities: Electricity Connected, Internet-Cable, Internet-Satellite/Other, Natural Gas

Financial Information

HOA Name:
HOA Fee:
Exempt: Homestead
Financing: Cash, Conventional, FHA, VA Loan

Est Tax: \$5,338
Act Tax: \$5,338
Water Src: Public
Tax Year: 2023
Tax Rate: 2.0190
Possession: Close Of Escrow, Funding
Prefr'd Title Co: Stewart Title-Elda Telle

Showing Information

Show Req: Appointment Only, Call Listing Agent, Lockbox, Pet(s) on Premises, Sign on Property
Contact Info: Regina Cox/512-775-6993/Agent
Lockbox Loc: Front Porch
Security: Smoke Detector(s)
Show Inst: Easy Show...Call Regina Cox 512-775-6993 for appointment
Directions: North on Bagdad, Left on Hero Way, Right on Deercreek Ln, Right on Southcreek Ln, Left on Clearcreek
Priv Rmrks: **Hot tub excluded**Charming single-story home nestled in the heart of Leander ~ True open floor plan perfect for entertaining friends and family ~ Create lasting memories in the cozy family room with inviting corner fireplace and high ceiling with rustic wood plank accent ~ Cheerful kitchen boasts stainless steel appliances, abundant cabinet and counter space plus gas cooking the chef in your family will love ~ The dining room features wood panel wainscoting and bayed windows that overlook the backyard ~ Home office/study h...[more, see Remarks Tab](#)

Show Service Ph:
Lockbox Type: SUPRA
Access Code:
Occupant Type: Owner

SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Displacee's Name: Mark Bjork and Heidi Bjork		Parcel No.: 335		Highway: Hero Way / RM 2243	
		First Offer in Negotiations (Date): 12/26/2023			
		Occupancy Since (Date): 2011		County: Williamson	
Type Supplement: ☐ Normal ☐ 180-day Owner ☐ Revised ☒ 90-day Occupant ☒ Last Resort ☐ Late Occupants		Property From Which Displaced: ☒ Single Family Home ☐ Mobile Home Site ☐ Apartment ☐ Other: ☐ Mobile Home ☐ Duplex			
☐ Utilities in Subject Rent ☒ Utilities Not in Subject Rent		Monthly Gross Income: \$5,521.08 X 30% = \$1,656.32			

Property No.	Total Rooms	No. Bdr.	Apprx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
Subject	9	4	1872	1	8	2	2	13		
*R001	9	4	1909	9	19	3	3	34		\$2413.87
R002	9	4	2112	9	21	3	3	36		\$2533.87
R003	8	4	1908	9	18	3	3	33		\$2347.12

Replacement Housing Supplement	
Replacement Cost	\$N/A
Subject Value	\$N/A
Supplement	\$N/A

Rent Supplement			
Actual Rent \$1,195.07 <u> x 42 </u> \$50,192.94	Fair Market Rent \$N/A <u> x 42 </u> \$N/A	Gross Income \$1,656.32 <u> x 42 </u> \$69,565.44	Replacement Cost Supplement \$2,413.87 <u> x 42 </u> \$101,382.54
Supplement = \$51,189.60			

Total number of displaced persons: 6.

List name, age, gender and relationship of household occupants other than displacee(s) named on page 1.

Name of Household Occupant(s):	Age:	Gender:	Relationship to Displacee:
Levi Bjork	20	M	Son
Jessie Bjork	17	M	Son
Cole Bjork	14	M	Son
Luke Bjork	12	M	Son

Remarks: (Use extra page if necessary)

Subject Property

The subject property is located at 3549 Hero Way, Leander, Texas 78641. The property has a house with approximately 1872 sq.ft. that is on a large acreage tract. The home has brick veneer type of construction and is on a slab foundation. It consists of 4 bedrooms and 2 baths, kitchen, living room, dining room, utility room, and enclosed patio/sunroom. This house does not have a garage and there is open parking. Interior is comprised of vinyl and carpet flooring. The exterior of the property is enclosed with wire fence. Home is approximately 45 years old. Mr. and Mrs. Bjork rent this property in the amount of \$1,000.00/mo., plus utilities, the utilities for this property included electricity, gas, septic and water well and trash. Because of the deferred maintenance and some needed repairs, the landlord reduced the tenant's rent to \$1,000/mo. The rent currently being paid for this dwelling is fair market rent for the type and condition of this dwelling.

The Uniform Relocation Act Income Limits establish the extent of replacement housing assistance dependent on qualifying as low-income, as defined by the U.S. Department of Housing and Urban Development. The Act applies to all federal agencies that initiate action that forces households to relocate from their residence. Generally, low income for Uniform Act purposes is income which does not exceed 80 percent of the median family income for the applicable area as determined by the U.S. Department of Housing and Urban Development. Austin-Round Rock 80% income limits for a family of 6 persons household is \$108,450.00 per year. Mr. and Mrs. Bjork provided income information in the form of their 2022 income tax return. This was used to calculate their gross monthly income.

The displacees do qualify as low income for the area, however in order to give the greater benefit to the displacees rent for rent is used in calculating the supplement.

Search

Our research using Ausitn area MLS found 14 listed 4 bedroom, 2 bath comparable properties with square footages ranging from 1532 - 2112 and prices ranging from \$1,900.00 to \$2,399.00. The subject property is on a acreage tract, because the displacee have children in the Leander school district we limited the search to properties within that ISD at this time there were no properties with acreage that are available for rent, therefore, the properties we researched are that are available at this time are homes on residential lots these houses are functionally equivalent to the subject. Several were not chosen due to condition and amenities compared to the subject, square footage differences, total number of rooms, number of bedrooms, bathrooms or being sale pending, to far distance from the subject. The following three properties were identified as most comparable to that of the subject.

***Comparable property R001** is located at 136 Fire Wheel Pass, Liberty Hill, Texas 78624. This property consists of a 1909sq.ft., single story single-family residence that contains 4 bedrooms, 2 bathrooms, living room, dining room, den, kitchen, utility room. The kitchen features a range oven, quartz countertops, tile backsplash, and tile flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring is tile and carpet in the bedrooms, has laundry room with hookups. Has a 2 car attached garage. Yard is enclosed with a wood privacy fence. Has covered patio. Pets are allowed. Home has been well maintained and in good condition. Utilities for the dwelling include Electric, Gas, Water, Sewer, Trash The home was built in 2018 year and is on an 0.143/acre lot. This home is located 4.9 miles from the subject. This home is in the Leander school district. The rent is \$2,075.00 plus utilities \$338.87 using the HUD utility schedule for the area for a total rent and utilities of \$2,413.87.

Comparable property R002 is located at 937 Mallow Road, Leander, Texas 78641. This property consists of a 2112 sq.ft. single story single-family residence containing 4 bedrooms, 2 bathrooms, living room, dining room, den, kitchen, utility room. The kitchen features a range oven, quartz countertops, tile backsplash, and tile flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring is tile and carpet in the bedrooms, has laundry room with hookups. Has a 2 car attached garage. Yard is enclosed with a wood privacy fence. Has covered patio. Pets are allowed. Home has been well maintained and in good condition. Utilities for the dwelling include Electric, Gas, Water, Sewer, Trash. The home was built in 2021 year and is on a 0.2011/acre lot. This home is located 2.3 miles from the subject. This home is in the Leander school district. The rent is \$2,195.00 plus utilities \$338.87 using the HUD utility schedule for the area for a total rent and utilities of \$2,533.87. This home was not chosen because of larger square footage.

Comparable property R003 is located at 809 Mourning Dove Lane, Leander, Texas 78641. This property consists of an 1908 sq.ft. single story single-family residence containing 4 bedrooms, 2 bathrooms, living room, dining room, kitchen, utility room. The kitchen features a range oven, granite countertops, tile backsplash, and tile flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring is tile and carpet in the bedrooms, has laundry room with hookups. Has a 2 car attached garage. Yard is enclosed with a wood privacy fence. Has patio. Pets are allowed. Home has been well maintained and in good condition. Utilities for the dwelling include Electric, Water, Sewer, Trash. The home was built in 2021 year and is on an 0.14/acre lot. This home is located 5 miles from the subject. This home is in the Leander school district. The rent is \$2,000.00 plus utilities \$347.12 using the HUD utility schedule for the area for a total rent and utilities of \$2,347.12. This home was not chosen because of had one less overall room.

Chosen Comparable

All the comparable properties are functionally equivalent to the subject property and DS&S; however, comparable property R001 is the most comparable because of its similarity in size and storage to the displacement property. The selected comparable rent is \$2,075.00 plus the estimated utilities of \$338.87 for a total rent and utilities of \$2,413.87. The supplement was calculated based on a rent for rent. Replacement comparable rent $\$2,413.87 \times 42 = \$101,382.54$ minus Actual rent $\$1,195.07 \times 42 = \$50,192.94 =$ Rental Supplement \$51,189.60.

Provisions of Last resort Housing apply to this calculation as the supplement payment estimate exceeds \$7,200. It is recommended that the relocation supplement payment in the amount of **\$51,189.60** be authorized to allow the subject household to rent a suitable, decent, safe and sanitary replacement site.

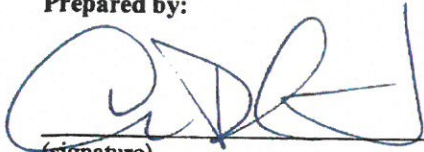
In summary, the Displacee is entitled to a Rent Supplement in the amount of \$51,189.60.

Comparable replacement property data is based on the Residential Comparison Index as per ROW Volume 3 Relocation Assistance Manual page 21-5 and 21-6.

The supplemental payment(s) on page 1 have been determined by me and are to be used in connection with a federal-aid highway project. The replacement housing used for these supplement computations are certified to be fair housing open to all persons regardless of race, color, religion, age, sex, national origin or handicap and consistent with the requirements of Title VIII of the Civil Rights Act of 1968. I have no direct nor indirect, present or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

The supplemental payment(s) on page 1 have been determined by me and are to be used in connection with a federal-aid highway project. The replacement housing used for these supplement computations are certified to be fair housing open to all persons regardless of race, color, religion, age, sex, national origin or handicap and consistent with the requirements of Title VIII of the Civil Rights Act of 1968. I have no direct nor indirect, present or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

Prepared by:


(signature)

Danny Jackson
Project Manager
Right of Way of Texas, LLC.

1-16-2024
Date

Approval by:


(signature)

Lisa Dworaczyk
ROW Project Manager

1/16/2024
Date

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
512.372.6220 (O) 512.372.6221 (F)

January 19, 2024

Relocation Assistance
Herow Way / RM 2243
Parcel No. 335

Certified Mail Return Receipt Requested # 9414 7112 0620 4581 2383 50

Mark Bjork and Heidi Bjork
3549 Hero Way
Leander, Texas 78641

Dear Mr. and Mrs. Bjork:

An offer was made by Williamson County on December 26, 2023, to purchase the above-designated property, on which you reside, for highway right of way. Williamson County will assist with relocation costs of persons displaced by the purchase of land for the Hero Way / RM 2243 roadway project, Leander, Texas. The payments and services to which you may be entitled through the Relocation Assistance Program are over and above, and in addition to, the payments you will receive for your land and/or improvements.

Please take careful note of each and all of the following statements:

1. You will not be required to move from the property being acquired for at least 90 days from the date of this letter. At some later date you will be given a written notice and a date by which you must vacate the property. You will have at least 30 days after receipt of the written notice before you must move.
2. You may be entitled to a replacement housing supplement of \$51,189.60 to rent a replacement home that costs \$2,413.87 per month or more including utilities. This supplement has been based on the cost to rent a 9-room, 4 bedroom replacement home located at 136 Fire Wheel Pass, Liberty Hill, Texas 78624. You do not have to rent that particular dwelling to qualify for your rent supplement; however, to claim this supplement you must rent and occupy a replacement dwelling costing \$2,413.87 per month or more, including utilities, within one year. If your replacement dwelling rents for less than \$2,413.87 per month, the supplement may have to be reduced. To avoid any loss of this benefit, you are encouraged to consult with Danny Jackson with Right of Way of Texas before making any kind of commitment to rent the unit.
3. If you wish to examine the possible replacement dwelling(s) previously mentioned, this agency will provide transportation to assist you to do so. If you wish to examine other possible replacement homes of like price and functional qualities, our relocation assistance personnel will be available to assist with each such visit you would like to make during any reasonable duty hour.

4. If you elect to purchase rather than rent a replacement dwelling, you may be entitled to a down payment supplement not to exceed \$51,189.60 for down payment and incidental expenses. Any amount paid under this provision must be applied towards the purchase of a replacement dwelling. To claim this payment, you must purchase and occupy a residential dwelling within one year. To avoid the possible loss of benefits, you would do well to consult with your relocation agent before making a binding commitment to buy a replacement home.
5. Be advised that any lease agreement you may currently be a party to is still valid and fully enforceable by your landlord. Please coordinate with your relocation agent to determine when the lease agreement has been extinguished.
6. Additionally, you may be entitled to moving costs as explained. These costs, however, are limited to personal property and will not include any costs for moving real property.
7. For you to be eligible for a supplemental housing payment, your replacement home must conform to State requirements for decent, safe and sanitary housing. To ensure that your replacement home meets the required standards, we suggest that you have it inspected by your relocation agent before entering a contract for its purchase or rental. If this is not possible, we suggest that a provision be included in the earnest money contract for the replacement property that the contract is valid only if the property will pass a decent, safe and sanitary inspection by a representative of Williamson County, Texas.
8. Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.
9. Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Assistance in preparing the necessary forms and with the filing of your claims for any benefits to which you may be entitled, as well as any additional information desired concerning relocation assistance, will be made available to you from this office. If any such help is desired, please contact Danny Jackson at 512-922-5930.

Sincerely,



Danny Jackson, SR/WA
Project Manager
Right of Way of Texas

cc: Lisa Dworaczyk, Sheets and Crossfield

MONTH _____
INVOICE # _____
QB _____

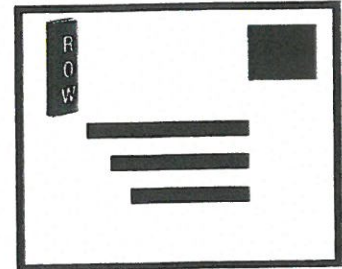
Project: Hero Way

Parcel: 335

Date: 1-19-2024

Document: 90 day letter Residential

Agent: Dm



U.S. Postal Service
Certified Mail Receipt

OUTBOUND TRACKING NUMBER
9414 7112 0620 4681 2383 60

RETURN RECEIPT TRACKING NUMBER
9490 9112 0620 4681 2383 61

FEES

Postage per piece	\$2.550
Certified Fee	\$4.350
Return Receipt Fee	\$3.550
Total Postage & Fees:	\$10.450

ARTICLE ADDRESS TO:

Mark Bjork and Heidi Bjork
3549 Hero Way
Leander TX 78641-1692

Postmark
Here



RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372.6220 (F) (512) 372.6221

December 26, 2023

CMRRR: 9402 7112 0620 4418 0964 93

OFFER LETTER

RM 2243/Hero Way
Parcel No. 335, 335E & 335DE

JNK Properties 1, LTD
c/o Vivek Mahendru, MD
8010 Muley Drive
Austin, TX 78759-6902

Dear Dr. Mahendru:

As you are already aware, Williamson County has determined that it is necessary to acquire the portion of the above-described property for the purpose of RM 2243/Hero Way in Leander, Texas.

As is its normal procedure, the County would prefer to amicably negotiate the purchase of this Parcel, Drainage Easement and Electric Line Easement with you in lieu of expending time and resources through direct legal action. **To further this goal, the County has received and included an appraisal of your property to be acquired, including damages to the remainder, if any, prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.** Enclosed for your review is a copy of this appraisal. As you can see, the Fair Market Value of this portion of the property appraised at \$17,615,254.00.

Therefore, in accordance with the authorization of Williamson County, you are hereby offered the total sum of \$17,615,254.00 in exchange for your conveyance of the above-described parcel. This amount is the total amount of just compensation as determined in accordance with state law for this parcel of property. This amount represents the fair market value of the parcel including damages to the remaining property and improvements within the area to be acquired, if any. The purpose of this letter is to make this offer of purchase to you. If you desire to accept this offer, please contact me as soon as possible so that we may begin the necessary steps to close this transaction.

If you wish to accept the offer based upon this appraisal, please contact Sam Nassour as soon as possible, at (512) 775-1730 so that the process of issuing your payment may begin. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request in writing received within 30 days from the date of this letter. *Please note that unless an extension is request and approved in writing your opportunity to*

submit an administrative settlement shall be forfeited if such a settlement request is not received by the County within the 30-day deadline.

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, any fair and reasonable incidental expenses necessarily incurred in transferring title to the property the County may pay for. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for payment.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County, including the appraisal on which this offer is based.

Sincerely,



Sam Nassour
Project Manager

Enclosures:

- Original Appraisal with field notes
- Legal Descriptions
- Deed
- LCRA Easement
- Drainage Easement
- Texas Landowner's Bill of Rights

cc: Lisa Dworaczyk

RELOCATION ADVISORY ASSISTANCE - PARCEL RECORD

Use Separate Form for Each Displaced Family Unit or Business/Farm/Non-Profit (Print or Type All Information)					
Displacee's Name (Include Spouse's Name): <i>Mark & Heidi Bjork</i>		Parcel No: <i>335</i>		County: <i>Williamson</i> Project: <i>Hero way</i>	
Original Address (Place of Displacement): <i>[REDACTED] 411 CR 218</i>		New Address: <i>[REDACTED]</i>			
Phone No.: <i>[REDACTED]</i>		Phone No.: <i>[REDACTED]</i> Site or Apt. No.: <i>[REDACTED]</i>			
Gender: ☐ Male ☐ Female	ADA Considerations / Special Needs: <i>None</i>		Ethnic Code: ☒ White ☐ Black ☐ Hispanic ☐ American Indian/Alaskan Native ☐ Asian or Pacific Islander ☐ Other		
Fee Interest Before Displacement: ☐ Owner ☒ Tenant			Fee Interest After Relocation: ☒ Owner ☐ Tenant		
Existing Lease			Replacement Lease		
Date signed:			Date signed:		
Duration: <i>month to month</i>			Duration:		
Lease amount: \$ <i>1000/mo</i>			Lease amount: \$		
Utilities included? ☐ yes ☒ no			Utilities included? ☐ yes ☐ no		
Business, Farm or Nonprofit Organization					
Type of Activity: <i>Cabinet refinishing</i>					☒ Continued ☐ Terminated
Last two years income: Year 1: \$		Year 2: \$			
Residential Displacements					
Type of Property (Single Detached, Multi-Family, etc.): <i>SFR</i>			Number of Persons Actually Living in Dwelling: <i>6</i>		
Age/Sex/Relationship of Other Household Occupants: <i>20/male/son</i> <i>14/male/son</i> <i>17/male/son</i> <i>12/male/son</i>					
Total Number of Rooms in Subject: <i>9</i>	Number of Bedrooms: <i>4</i>	Number of Bathrooms: <i>3</i>	Number of Rooms Occupied: <i>9</i>	Living Space (Sq. ft.): <i>1700</i>	
Displacee Income:					
1. Occupation (Where & What): <i>Self</i>		3. Other sources of eligible income: <i>None</i>			
2. Gross Last 12 Months \$ <i>5000/mo</i>		4. Welfare (Source & Amounts): <i>None</i>			
The information contained within this form is being collected to allow the Agency to provide the best possible advisory services and to help identify all possible relocation benefits the displacee(s) is/are eligible for. By signing below, I certify, to the best of my knowledge, that all the foregoing information is current and accurate and that no information has been withheld or omitted.					
Displacee Signature: <i>[Signature]</i>			Date: <i>12-14-23</i>		
Displacee Name (printed):			Title:		
Relocation Agent Use Only					
Reason displacee verification not included:			Date move plan received/approved:		
Relocation Agent's Signature: <i>[Signature]</i>			Date: <i>12-14-2023</i>		
Relocation Agents' Name (printed): <i>Charles Daniel Jackson</i>					
The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.					

Relocation Agent Use Only (continued)

Date of Occupancy: <i>2011</i>	Date Required to Move:	Actual Date of Move:	Distance of Move:
Date Notified of Availability of Relocation Payments and Assistance (Services):			
Date Displacee Offered Assistance in Locating Replacement Housing or Operating Facility:			
Name of Other Agencies Assisting in Relocation:			
Date of 90 day notice:		Method used to verify certificate of eligibility:	
Date of 30 day notice:		Date of initiation of negotiations: <i>12-26-2003</i>	
Method used to verify income:		Translator needed? ☐ Yes ☒ No: Language of displacee:	

Date and Substance of Follow-up Contacts (Use extra pages if necessary):

See attached Contact Notes.

Contact Notes

Project Hero Way/RM2243

Parcel 335

Name Mark Bjork and Heidi Bjork

Date	Comments
10-6-22	Met with appraiser to inspect property, met with displacee to obtain preliminary information.
	Mark Bjork [REDACTED] Heidi Bjork ma [REDACTED]
12-14-23	Met with Mark and Heidi Bjork to parcel to discuss their relocation benefits. They are a residential tenant; Mark Bjork also operates his business on this parcel so they are also eligible as a business displacee. I explained the eligibility for a rental supplement and moving. I told them I would be preparing a rent supplement.
	I also explained their eligibility as a business displacee, reestablishment, searching and moving and also fixed move. Mr. Bjork is currently looking for a replacement location for his business which is cabinet refinishing.
12/26/23	IOL sent to Property owner.
01/16/24	Rent supplement completed and sent to Sheets and Crossfield for review and approval.
01/18/24	Rent supplement approved.
01/19/24	90 day residential letter sent.
	90 day business letter sent.
01/30/24	Called Mark Bjork to follow up on 90 day letters. They have got a realtor and are currently looking for a replacement dwelling. He is also looking for a replacement location for his business.
02/16/24	I met with Mark Bjork at a possible replacement location for his business. I went over his business relocation options with him again because of the displacement and because of the down time and moving of his business he is thinking about doing a in lieu of payment, I explained what I needed and he was going to have his CPA contact me to provide the needed documents.
02/22/24	I spoke with Mr. Bjork's CPA and explained what was needed and he was going to mail documents.
02/26/24	Mark and Heidi Bjork have decided to find and purchase a replacement house in place of renting. DS&S inspection for Bjork's replacement dwelling.
02/28/24	Discussed needed loan and closing documents with Mr. Bjork and his loan officer to complete claim.

[illegible]