

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Woodlake Outdoor		Parcel No: 204		County: Williamson
		Project: RM 2234 / Hero Way		
☐ Residence ☒ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other				
2. Address of Property Acquired by State: 17600 Ronald Reagan Blvd Leander, Texas		3. Address Moved To: 4170 CR 279 Suite 100 406 Leander, Texas 78641		
Claimant's Telephone No.: [REDACTED] 6				
4. Occupancy of Property Acquired by State: From (Date): 04/2021 To (Date of Move): 03/15/2024		5. Distance Moved: 6 Miles		
☐ Owner/Occupant ☒ Tenant		7. Mover's Name and Address: N/A		
6. Controlling Dates				
	Mo.	Day	Yr.	
a. First Offer in Negotiation	03	22	2023	
b. Date Property Acquired	10	30	2023	
c. Date Required to Move	03	30	2024	
8. Property Storage (attach explanation) From (Date): To (Date of Move): N/A		9. Amount of Claim:		
Place Stored (Name and Address): N/A		a. Moving Expenses \$		
		b. Reestablishment Expenses \$25,000.00		
		c. Searching Expenses \$		
		d. Tangible Property Loss \$		
		e. Storage \$		
10. Temporary Lodging (attach explanation) From (Date): To (Date of Move): N/A		f. Temporary Lodging \$		
		g. Total Amount \$25,000.00		
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
Claimant				
Date of Claim: 8-16-24				
Claimant				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 25,000.00				
Relocation Agent				
Date Williamson County Judge				

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

August 19, 2024

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Business Reestablishment Expense Increased Operating Costs

Williamson County
RM 2243 / Hero Way
Parcel 204

Forms included with this submission include:

Claim for Actual Moving Expenses
Lease Agreement Displacement Site and Replacement Location
W-9
Certificate of Eligibility
Displacement Pictures
Vacancy Pictures
Replacement Pictures
Relocation 90-day letter
Relocation 30-day letter
Offer Letter

REMARKS

Woodlake Outdoor was the tenant occupant for this parcel. They have completed their relocation to a replacement location. They are requesting reimbursement of increased operating costs at their new location. The rent at the displacement location was \$3,000/mo., all utilities were tenant responsibility. The replacement rent is \$6,000/mo., rent includes water and sewer all other utilities are tenant responsibility. There is a difference of \$3,000/mo. X 24/mts = \$72,000. The maximum eligible under reestablishment is \$25,000. The displacement location was an older residential structure approximately 1,472 sq.ft., on 0.958/acre that was being used as a commercial business. The new location is located in a business warehouse area and is approximately 2,400 sq.ft. The replacement building is approximately 928 sq.ft., larger than the displacement building but does not have the land storage that the displacement site had. The replacement location is typical of the size of commercial/industrial space that is available in this area. Woodlake Outdoor is not renting a space that is excessive to what they were using at the displacement site.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

CERTIFICATION OF ELIGIBILITY

Project: RM 2243 / Hero way

Parcel: 204

Displacee: Woodlake Outdoor

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:

Claimant

Date:

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: 5/4/23

TEXAS REALTORS

COMMERCIAL LEASE

*Replacement
Location*

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4170 CR 279 Ste 400

CONCERNING THE LEASED PREMISES AT **Leander, TX 78641**

between _____ (Landlord)
and _____ (Tenant).

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ADDENDA & EXHIBITS (check all that apply)

- ☒ Exhibit **Property Exhibit**
- ☐ Exhibit _____
- ☐ Exhibit _____
- ☐ Commercial Property Condition Statement (TXR-1408)
- ☒ Commercial Lease Addendum for Broker's Fee (TXR-2102)
- ☐ Commercial Lease Addendum for Option to Extend Term (TXR-2104)
- ☐ Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
- ☐ Commercial Lease Addendum for Percentage Rent (TXR-2106)
- ☐ Commercial Lease Addendum for Parking (TXR-2107)
- ☐ Commercial Landlord's Rules and Regulations (TXR-2108)
- ☒ Commercial Lease Guaranty (TXR-2109)
- ☐ Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
- ☐ Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
- ☐ Commercial Lease Addendum for Contingencies (TXR-2119)
- ☒ Information About Brokerage Services (TXR-2501)
- ☐ _____
- ☐ _____
- ☐ _____

(TXR-2101) 07-08-22

Initialed for Identification by Landlord: SPG, and Tenant: TB

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Tiki Real Estate, LLC
4170 CR 279 Suite 100 Leander, TX 78641; and

Tenant: Woodlake Outdoor, Inc.
5072 W. Plano Parkway Suite 280 Plano, TX 75093.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

☒ (1) Multiple-Tenant Property: Suite or Unit Number 400 containing approximately 2,400 square feet of rentable area ("rsf") in _____ (project name) at 4170 CR 279 Ste 400 (address) in Leander (city), Williamson (county), Texas, which is legally described on attached Exhibit Property Exhibit or as follows:

☐ (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area ("rsf") at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☐ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 60 months and _____ days, commencing on: March 15, 2024 (Commencement Date) and ending on March 14, 2029 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

(TXR-2101) 07-08-22

Initialed for Identification by Landlord: SPJ, and Tenant: TB

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4170 CR 279 Ste 400Commercial Lease concerning: **Leander, TX 78641**

for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the _____ day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
03/15/2024	03/14/2025	/ rsf / month	/ rsf / year	6,000.00
03/15/2025	03/14/2026	/ rsf / month	/ rsf / year	6,150.00
03/15/2026	03/14/2027	/ rsf / month	/ rsf / year	6,300.00
03/15/2027	03/14/2028	/ rsf / month	/ rsf / year	6,450.00
03/15/2028	03/14/2029	/ rsf / month	/ rsf / year	6,600.00
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (*Check all that apply.*):

- ☐ (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (2) Commercial Lease Addendum for Parking (TXR-2107)
☐ (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before **March 15, 2024**

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Tiki Real Estate, LLC**

Address: **2785 N. Bagdad Road 78641-4535**

(TXR-2101) 07-08-22

Initialed for Identification by Landlord: *SPC*, and Tenant: *TB*

RELOCATION ADVISORY ASSISTANCE - PARCEL RECORD

Page 1 of 2

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): <u>Woodlake Outdoor</u>		Parcel No: <u>204</u>	County: <u>Williamson</u> Project No.: <u>Hero way</u>	
Original Address (Place of Displacement): <u>17600 Ronald Reagan Blvd</u> <u>Leander TX 78</u>		New Address: <u>4170 CR279 Ste 400</u> <u>Leander TX 78641</u>		
Phone No.:	Site or Apt. No.:	Phone No.:	Site or Apt. No.:	
Gender: ☐ Male ☐ Female	ADA Considerations / Special Needs: <u>None</u>	Ethnic Code: ☒ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American Indian/Alaskan Native ☐ Other		
Fee Interest Before Displacement: ☐ Owner ☒ Tenant		Fee Interest After Relocation: ☐ Owner ☒ Tenant		
Existing Lease		Replacement Lease		
Date signed: <u>3-31-2021</u>		Date signed: <u>2-20-2024</u>		
Duration: <u>3 yrs</u>		Duration: <u>60 months</u>		
Lease amount: \$ <u>3,000 / mo</u>		Lease amount: \$ <u>6,000 / mo</u>		
Utilities included? ☐ yes ☒ no		Utilities included? ☐ yes ☒ no		
Business, Farm or Nonprofit Organization				
Type of Activity: <u>Land scape Business</u>			☒ Continued ☐ Terminated	
Last two years income: Year 1: \$		Year 2: \$		
Residential Displacements				
Type of Property (Single Detached, Multi-Family, etc.)		Number of Persons Actually Living in Dwelling:		
Age/Sex/Relationship of Other Household Occupants: <u>N/A</u>				
Total Number of Rooms in Subject:	Number of Bedrooms:	Number of Bathrooms:	Number of Rooms Occupied:	Living Space (Sq. ft.):
Displacee Income: 1. Occupation (Where & What): 2. Gross Last 12 Months \$ 3. Other sources of eligible income: 4. Welfare (Source & Amounts):				
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: <u>[Signature]</u>		Date:		
Displacee Name (printed):		Title:		
Relocation Agent Use Only				
Reason displacee verification not included:			Date move plan received/approved:	
Relocation Agent's Signature: <u>[Signature]</u>			Date: <u>5-4-2023</u>	
Relocation Agents' Name (printed): <u>Danny Jackson</u>				
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: <u>4-2021</u>	Date Required to Move: <u>3-31-2024</u>	Actual Date of Move: <u>3-15-2024</u>	Distance of Move: <u>6 miles</u>
Date Notified of Availability of Relocation Payments and Assistance (Services): <u>2-9-2023</u>			
Date Displacee Offered Assistance in Locating Replacement Housing or Operating Facility:			
Name of Other Agencies Assisting in Relocation: <u>None</u>			
Date of 90 day notice: <u>5-9-23</u>		Method used to verify certificate of eligibility: <u>CE</u>	
Date of 30 day notice: <u>8-8-24</u>		Date of initiation of negotiations: <u>3-22-2023</u>	
Method used to verify income:		Translator needed? ☐ Yes ☒ No: Language of displacee:	
Date and Substance of Follow-up Contacts (Use extra pages if necessary): <u>See Attached</u>			

Contact Notes

Project Hero Way

Parcel 204

Name Woodlake Outdoor

Date	Comments
02-09-23	Met with Tenant and Appraiser and property owner on site for perappraisal inspection. Obtained tenant information and took pictures.
04-22-23	IOL sent
04-28-23 04-30-23	Called to set up meeting with Tony Gendron, left message Tony Gendron called, and we set up meeting for 5-4-23 Tony Gendron Woodlake Outdoor [REDACTED]6 [REDACTED].com
05-04-23	Met with Tony Gendron at parcel we discussed relocation benefits Woodlake Outdoor is a tenant displacee on this parcel. Explained different move options, re-establishment and searching. I also explained the 90 and 30-day letters.
05-09-23 05-22-23	90-day business letter sent Called Mr. Gendron to follow up on the 90-day letter, he did not have any questions at that time.
10-30-23	Williamson County closed on the parcel. Because Williams County was going to allow the displacee until March 31, 2024, to vacate a 30-day letter will be sent out a later date.
03-10-24 03-28-24 04-15-24 05-10-24	Called Tony Gendron and he said that they were in the process of finding a replacement location. He said he would let me know when they were at their new location. Sent an email to Tony Gendron asking about move. Tony Gendron called and said they had vacated the parcel. Met with Tony Gendron to get keys. Tony said that they were not going to file any claims for moving or for searching but because of the increase in the rent they would file a claim for increased operating costs, I ask him to send me the old and new leases.
06-07-24 06-12-24 07-02-24 08-08-24	Inspected parcel and took vacancy pictures. Tony Gendron sent me the requested leases. Prepared claim documents to be presented to displacee for execution. 30 day letter sent.