

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: \_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING LEAD HAZARD REDUCTION PROGRAM DEFERRED LOANS AND GRANTS AND AUTHORIZING PAYMENTS THEREUNDER**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	[ ]	[ ]	[ ]
Comm. Ellis	[ ]	[ ]	[ ]
Comm. Garcia	[ ]	[ ]	[ ]
Comm. Ramsey	[ ]	[ ]	[ ]
Comm. Briones	[ ]	[ ]	[ ]

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**RECITALS:**

WHEREAS, the Harris County Public Health & Environmental Services conducts a Lead Hazard Control Program under Section 1011 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X of the Housing and Development Act (public law 1102-550), the Final HUD Regulation on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance (24 CFR § 35, September 1999), and the Departments of Veteran Affairs and Housing and Urban Development, and Independent Agencies Appropriation Act, 1998 (Public Law 105-65); and

WHEREAS, the Harris County Public Health & Environmental Services Department's Lead Hazard Control Program's goal is to provide a Lead Safe environment in dwelling units for low and moderate-income persons; and

WHEREAS, the program targets home-based day-care facilities, homes of children under six years old, and homes built prior to 1978; and

WHEREAS, Harris County desires to make the loans and grants to low and moderate-income persons to assist them in freeing their homes from lead, especially lead contained in lead based paint; and

WHEREAS, the Harris County Public Health & Environmental Services Department's program is also authorized to provide relocation assistance to approved applicants,

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

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**Section 1:** The recitals set forth in this order are true and correct.

**Section 2.** The Loans and requested payments thereunder are approved and the County Judge of Harris County or their designee is authorized to execute the Loan documents in accordance with the procedures of the Harris County Public Health & Environmental Services Department, in the aggregate amount of \$15,633.35; and the following actions are approved and authorized:

- 1) The making to the Applicants the loans described in Exhibit "A" attached hereto;
- 2) The accepting of the assignments of Mechanic's Lien Contracts relating to each loan;
- 3) That the Director of the Harris County Public Health & Environmental Services Department or the duly authorized representative is authorized to request the County Attorney to either prepare any necessary lien documents and to record same, or record a certified copy of this order in the Official Public Records of Real Property of Harris County, Texas, to establish in said Real Property Records the lien of Harris County to secure said assessment.
- 4) The paying of the indicated contract amounts directly to the respective contractors pursuant to the assignment to Harris County of their Mechanic's Lien Contracts;
- 5) The reimbursing through grants to Applicants of their relocation costs up to an amount equal to the Maximum Grant for Relocation;
- 6) The paying by means of grants to Applicants of any contract contingencies up to an amount equal to the Maximum Grant for Contingencies
- 7) That Purchase Orders be issued or amended in such amounts for purposes indicated above; and

- 8) Commissioners Court hereby, for each transaction, pursuant to provisions of Local Government Code § 262.024 (a) (2) to preserve or protect the public health or safety of the residents of Harris County, grants an exemption from the competitive bidding procedures of § 262.023 of such code.

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Copies of the Loan documents are attached hereto and made a part hereof for all purposes.

## **EXHIBIT "A"**

<b>Folio #:</b>	1210
<b>Owner</b>	Perez, Rosa
<b>Applicant / Renter:</b>	Perez, Rosa
<b>Precinct #:</b>	2
<b>Commissioner Name</b>	Adrian Garcia
<b>Address:</b>	11509 Seagram St., Houston, 77029

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<b>Contractor:</b>	R&A Building Specialist, Inc.
<b>Contract Amount:</b>	\$11,030.32
<b>Deferred Loan/Grant:</b>	\$11,030.32
<b>Maximum Grant for Contingency:</b>	\$1,103.03
<b>Maximum Grant for Relocation:</b>	\$3,500.00

**INTERNAL SIGNATURE PAGE**

FOR LEAD HAZARD CONTROL PROGRAM MECHANIC'S LIEN FOR

ROSA PEREZ

**Approved:**

By: \_\_\_\_\_

Lina Hidalgo

County Judge

Date Signed: \_\_\_\_\_

**Approved as to Form:**

Christian D. Menefee

County Attorney

By: Sarah Hodges for: \_\_\_\_\_

Nicholas Santulli

Assistant County Attorney

C.A.O. File No.: 23GEN0062

**Approved:**

By: Barbie L. Robinson

Barbie L. Robinson, MPP, JD, CHC

Executive Director

Harris County Public Health

Date Signed: 01/13/2023

**HARRIS COUNTY PUBLIC HEALTH**  
**LEAD HAZARD CONTROL PROGRAM**  
**MECHANIC'S LIEN CONTRACT**

STATE OF TEXAS       §  
                                  §       **KNOW ALL MEN BY THESE PRESENTS**  
COUNTY OF HARRIS   §

**Date:** January 5, 2023                      **Folio No.:** 1210

**Owner (Name and Address):** Rosa Marquez Perez  
  11509 Seagram St.  
  Houston, TX 77029

**Lender:** Harris County  
                  c/o Public Health  
                  2223 West Loop South  
                  Houston, Texas 77027

**Trustee:** Lina Hidalgo, in her capacity as County Judge of Harris County, Texas, whose address is 1001 Preston, 9th Floor, Houston, Texas 77002, or her successor in office.

**Note Amount:** Eleven Thousand Thirty Dollars and Thirty-Two Cents (\$11,030.32)

**Property Description:**  
**Lot Eighteen (18), in Block Eight (8), of Jacinto Oaks Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 48, Page 19, of the Map Records of Harris County, Texas.**

**Lien(s):** ~

**Terms:** The OWNER agrees to repay unearned portions of the deferred loan in the event that the property located at (11509 Seagram St., Houston, TX) is sold or conveyed prior to the ONE YEAR Maturity period of this Deferred Loan. This Deferred Loan will be forgiven at a rate of 1/12 per month of the total amount financed.

This Contract is made and entered into by and between Rosa Marquez Perez (“Owner”) and assigned to Harris County (“County”). Owner and Contractor hereby agree as follows:

**ARTICLE 1: CONTRACT DOCUMENTS** - The Contract Documents consist of this Contract, the Bid documents and Specifications, including drawings or plans, if any, and the Standard Lead Safe Work Specifications for Contractors for the above referenced project. "Lead-Safe Work" shall include but not be limited to the following and / of minor structural repairs and compliance with HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazard in Housing, dated June 1995, with the 1997 Chapter 7 Revisions.

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**ARTICLE 2: OCCUPANCY OF THE PREMISES** - The premises ☐ are ☒ are not to be occupied during the course of the Lead-Safe Work.

**ARTICLE 3: CONTRACT SUM SECURED BY LIEN** - Lender has agreed to pay the CONTRACTOR for the performance of the lead-safe work, subject to additions and deductions by approved Change Order, the Contract Sum of **Eleven Thousand Thirty Dollars and Thirty-Two Cents (\$11,030.32)**. An additional sum not to exceed **One Thousand One Hundred and Three Dollars and Three Cents (\$1,103.03)**, designated as "Contingency Amount," may be paid to Contractor by Lender if an approved Change Order is signed by the parties. OWNER has executed a promissory note of even date herewith, payable to the order of COUNTY which has agreed to advance the Contract Sum to CONTRACTOR, said note being secured by a lien on the Property described above. OWNER conveys the Property to Trustee in trust and warrants and agrees to defend the title to the Property. If OWNER performs all the covenants and pays the note according to its terms, this conveyance shall become void and have no further effect, and shall be released by COUNTY at OWNER'S request.

#### **ARTICLE 4: GENERAL RESPONSIBILITIES OF THE OWNER**

- The OWNER shall permit the CONTRACTOR to use at no extra cost, existing utilities such as light, heat, power, and water necessary for the proper execution and completion of the work.
- The OWNER and occupants shall cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings, furniture, and clothing, if necessary.
- The OWNER shall be responsible for the moving and security of all valuables, antiques, and fragile items in and about the work site, and agrees to hold the CONTRACTOR harmless from and against any and all claims and damages to such items of every kind arising out of or attributed directly or indirectly to the operation and performance of the CONTRACTOR under this agreement.
- The OWNER and occupants shall be responsible for the proper use and care of the property including all equipment and appliances.

- The OWNER shall confer with the COUNTY prior to the issuing of instructions to the CONTRACTOR concerning the work.
  - The OWNER shall provide the CONTRACTOR with access to the property during normal working hours on normal workdays.
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- The OWNER shall not unreasonably withhold consent in approving and accepting the work performed under this Contract.
  - The OWNER agrees to pay all prior lien notes that OWNER is personally liable for, if this lien is not a first lien, and to abide by all prior lien instruments.
  - The OWNER agrees to keep the Property in good repair and condition after the work is completed.
  - The OWNER agrees not to disturb or re-expose any of the lead-based paint surfaces that have been closed and/or encapsulated after the completion of the hazard reduction.
  - The OWNER shall not repaint any part of the house with lead-based paint or replace building components made with lead-based substrates.

#### **ARTICLE 5: GENERAL RESPONSIBILITIES OF HARRIS COUNTY**

- The COUNTY shall provide general administration of the Contract and shall be the OWNER'S representative during the construction period.
- The COUNTY shall have access to the work at all times and may make inspections of the work while it is in progress to determine it is proceeding in accordance with the Contract Documents.
- The COUNTY shall have the authority to reject work that does not conform to the Contract Documents.
- The COUNTY shall have the right to mediate any disputes that might arise between OWNER and CONTRACTOR, and is hereby authorized to take any action necessary to fulfill Contract and Contract Documents.
- The COUNTY may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
- If OWNER fails to perform any of owner's responsibilities, the COUNTY may perform them and be reimbursed by OWNER on demand where the Note is payable for any sums paid, plus interest from the dates of payment at the rate stated in the note for matured, unpaid amounts, and the reimbursed sum shall be secured by this Contract; the COUNTY may declare the unpaid principal balance and earned interest on the note immediately due



and request the Trustee (or any substitute or successor) to foreclose this lien, in which case COUNTY shall give notice of the foreclosure sale as provided by the Texas Property Code, as amended. The COUNTY may purchase the Property at any foreclosure sale by offering the highest bid by applying the amounts due on the note to the amount bid.

**ARTICLE 6: TRUSTEE'S DUTIES** - If requested by COUNTY to foreclose this lien, Trustee or his successor shall give notice of the foreclosure sale as required by the Texas Property Code, as amended; sell and convey all or part of the Property to the highest bidder for cash with a special warranty deed binding Owner, subject to prior lien and other matters of record prior to the date of this Contract; and pay out of the proceeds of sale the following: expenses of foreclosure; the full amount of principal, interest and other charges due to COUNTY; any amounts required by law to be paid before payment to Owner; and any balance of such proceeds to Owner. If Trustee is unable or unwilling to act, COUNTY may appoint a substitute trustee who shall have the same rights and obligations of the Trustee.

**ARTICLE 7: CHANGES IN THE WORK** - Except in an emergency endangering life or property, no changes in the work shall be made by the CONTRACTOR unless he has received a prior written order signed by the OWNER and authorized representatives of the COUNTY. The Contract Sum and the Contract Time may be changed only by Change Order. No extra costs will be paid to the CONTRACTOR when he has neglected to properly evaluate the extent of the lead safe work. The change orders may not exceed the Contingency Amount provided in Article 5 above.

**ARTICLE 8: GUARANTEES AND WARRANTIES** - The CONTRACTOR hereby guarantees to correct any work that fails to conform to the Contract Documents and agrees to correct such defects due to faulty materials, equipment, or workmanship, which appear during the progress of the work or within a period of one year from the date of final acceptance of the work or such longer periods of time as may be specified by law or by the terms of any special guarantees required by the Contract Documents. Provisions of this ARTICLE apply to work done by subcontractors as well as work done by the CONTRACTOR.

**ARTICLE 9: TERMINATION OF CONTRACT BY THE OWNER** – OWNER may rescind this Contract without penalty or charge within three (3) days after the execution of this Contract by all parties.

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the OWNER, acting through and with the written approval of the COUNTY, may after seven (7) days written notice, terminate the CONTRACTOR'S right to complete the work pursuant to this Contract and cause the work to be completed by a CONTRACTOR approved by the COUNTY and selected in accordance with the United States Department of Housing and Urban Development (HUD) regulations.

If the unpaid balance of the Contract Sum exceeds the expense of finishing the work, such excess shall be paid to the CONTRACTOR, but if such expense exceeds such unpaid balance, due to CONTRACTOR'S inferior workmanship as determined by the COUNTY, the CONTRACTOR

shall pay the difference to the COUNTY.

It is further expressly agreed by and understood by and between all parties to this Contract, that should the CONTRACTOR be terminated pursuant to this Article 9, no further funds shall be paid to said CONTRACTOR or his subcontractors unless and until the remaining unfinished work has been completed by a substitute contractor, accepted by the COUNTY, and the substitute contractor has been paid in full.

The payment of the balance remaining of the original contract amount shall constitute the full and complete discharge of any and all obligations owed said terminated CONTRACTOR regardless of the amount actually owed said CONTRACTOR. No claims filed by subcontractors of the CONTRACTOR shall be valid in excess of the amount authorized in this Article. No subcontractor shall have any statutory or other lien or claim against OWNER or COUNTY for any amount in excess of the amount agreed to be paid in the Contract Documents for such work.

**ARTICLE 10: INDEMNIFICATION - The COUNTY shall not be liable or responsible for, and shall be saved and held harmless by the OWNER from and against any and all claims and damages for loss or damage to property, or injuries, including death, arising out of negligence attributed, directly or indirectly, to the operations or performance of the OWNER, under this Agreement, including claims and damages arising in whole or in part from the negligence or alleged negligence of the COUNTY.**

**ARTICLE 11: GENERAL PROVISIONS:**

1. If any of the property is sold under this contract, OWNER shall immediately surrender possession to the purchaser. If OWNER fails to do so, OWNER shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. The lien created in this contract shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
4. If any portion of the note cannot be lawfully secured by this contract, payments will be applied first to discharge that portion.
5. OWNER assigns to COUNTY all sums payable to or received by OWNER from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including reasonable attorney's fees paid to an attorney who is not an employee of COUNTY, COUNTY may release any remaining sums to OWNER or apply them to reduce the note. COUNTY shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
8. Proceeding under this contract, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

9. Interest on the debt secured by this contract shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. Of any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

10. When the context requires, singular nouns and pronouns include the plural.

11. The term note includes all sums secured by this contract.

12. This contract shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

13. If OWNER and MAKER are not the same person, the term OWNER shall include MAKER.

**ARTICLE 12:** OWNER acknowledges that the funds used and to be used to construct and finance the improvements contemplated by this Contract have been obtained by COUNTY as grant monies from HUD. County's liability under this Contract is limited to funds available to county under such Program. OWNER acknowledge that COUNTY has no other funds available to satisfy County's obligations hereunder. Such program requires that the dwelling constructed and financed hereby be used as the principal residence of OWNER for a minimum period of one (1) year. OWNER agrees that they shall occupy the premises as their principal residence for a period of one (1) year from the date that occupancy begins and further agrees to comply with all requirements of the Program.

In the event that OWNER fails to so occupy the premises, such failure shall be an event of default under this Contract and the Note secured hereby, resulting in the acceleration of the maturity thereof, and COUNTY, or the holder thereof, shall be entitled to demand immediate payment of the entire unpaid balance thereof.

OWNER assigns to COUNTY absolutely, not only as collateral, any and all rent and other income and/or receipts received from the property. OWNER warrants the validity and enforceability of the assignment. If OWNER defaults in payment of the note or performance of this contract, COUNTY may as OWNER'S agent may rent the property if it is vacant and collect all rent and other income and receipts. COUNTY neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. COUNTY may exercise its rights and remedies under this paragraph without taking possession of the property. COUNTY shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising its rights and remedies and then to OWNER'S obligations under the note and this contract in the order determined by COUNTY. COUNTY is not required to act under this paragraph, and acting under this paragraph does not waive any of COUNTY'S other rights or remedies. If OWNER becomes a voluntary or involuntary bankrupt, COUNTY'S filing a proof

of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

### **NOTICE**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

This Agreement becomes effective and binding upon the COUNTY and the OWNER(S) when signed by all parties in the spaces provided below:

Rosa Perez 1/6/23  
(Print) OWNER Date

Rosa Perez 1/6/23  
(Signature) OWNER Date

\_\_\_\_\_  
(Print) Spouse or Co-applicant Date

\_\_\_\_\_  
(Signature) Spouse or Co-applicant Date

APPROVED:  
HARRIS COUNTY PUBLIC HEALTH

By: [Signature] 1-6-23  
Scott Jeansonne Date  
Division Director

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE CAO 23GEN 0062  
County Attorney

By: Sarah Hodges for: 01/10/2023  
Nicholas Santulli Date  
Assistant County Attorney

ASSIGNMENT ACCEPTED:

HARRIS COUNTY

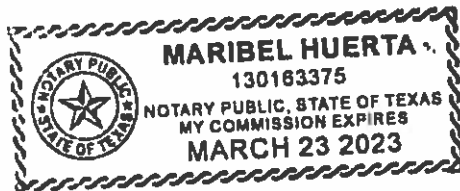
By: \_\_\_\_\_  
Lina Hidalgo, County Judge Date

**MECHANIC'S LIEN CONTRACT**  
**INDIVIDUAL ACKNOWLEDGEMENT**

**STATE OF TEXAS       §**

**COUNTY OF HARRIS   §**

This instrument was acknowledged before me on this the 6 day of January,  
2023, by Rosa Marquez Perez.



Maribel Huerta  
NOTARY PUBLIC, STATE OF TEXAS

My commission expires: March 23, 2023

**HARRIS COUNTY PUBLIC HEALTH**  
**LEAD HAZARD CONTROL PROGRAM**  
**MECHANIC'S LIEN NOTE**

**Date:** January 5, 2023

**Folio No.:** 1210

**Maker:** Rosa Marquez Perez

**Maker's Address (including county):** 11509 Seagram St.  
Houston, TX 77029  
Harris County

**Payee:** Harris County  
c/o Public Health  
2223 West Loop South  
Houston, Texas 77027

**Trustee:** Lina Hidalgo, in her capacity as County Judge of Harris County, Texas, whose address is 1001 Preston, 9th Floor, Houston, Texas 77002, or her successor in office.

**Principal Amount:** Eleven Thousand Thirty Dollars and Thirty-Two Cents (\$11,030.32).

**Annual Interest Rate on Unpaid Principal from Date of Funding:** 0%

**Annual Interest Rate on Matured, Unpaid Amounts:** 0%

**Terms of Deferred Loan:** Principal shall be forgiven in 12 installments of \$ 919.19 per month, the first such installment being due on the 1st day of April 2023, with a like installment occurring the first day of each month thereafter until April 1, 2024.

In the event the construction is completed less than 30 days prior to the date shown for the first installment, the date of the first installment shall be automatically amended to begin on the first day of the month following 30 days after final acceptance by the County.

**Security for Payment:** Lien created in the following Mechanic's Lien Contract of even date herewith, between Maker, Rosa M. Perez, which is assigned to Harris County, Payee, and which creates a lien on the real property described herein.

**Property Description:**  
Lot Eighteen (18), in Block Eight (8), of Jacinto Oaks Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 48, Page 19, of the Map Records of Harris County, Texas.

This note incorporates and is subject to the terms and provisions of the Mechanic's Lien Contract described above.

Maker has qualified to have the monthly payment amount described above waived or forgiven and same shall be amortized on a monthly basis until title to real property described herein passes, either by death of Maker or by voluntary conveyance, to a person other than Maker. The principal of each payment so waived shall be deducted from the total principal amount owed on the note. Maker, or the heirs, devisees, representatives or assigns of Maker, shall be deemed to have notice of the passing of title to such real property and agree to notify Payee within ten (10) days following such title transfer. The waiver of payments shall automatically cease upon such transfer regardless of whether Payee or Maker's heirs or assigns have actual notice of such transfer.

Maker promises to pay to the order of Payee at Payee's address in Harris County, Texas according to the terms of payment and rates stated above. If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing it, and if the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance and earned interest on this note immediately due and payable.

In the event Maker dies before the final payment is due on this Note, or in the event Maker sells the real property described herein, the heirs, devisees, representatives or grantees of Maker may make application to the holder hereof, to assume the indebtedness described in this Note, in accordance with the policies established by holder. In the event such heirs, devisees, representatives or assigns fail to comply with this provision within thirty (30) days after the date the title to the real property is transferred, either by death or conveyance, or any other legal method, then the holder hereof shall have the option to declare the remaining balance of this note immediately due and payable and to accelerate the maturity thereof.

Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protests, to the extent permitted by law.

Maker may at any time make full or partial prepayments on the principal without paying any penalty, in addition to making regularly scheduled payments. Unless Payee agrees otherwise in writing, partial prepayments will not alter the dates or amount of regularly scheduled payments. Payee may require that any partial prepayments be in the same amount as regularly scheduled payments.



**NOTICE**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

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Rosa Perez      1/6/23  
(Owner) / Date

\_\_\_\_\_  
(Owner) / Date

**HARRIS COUNTY**  
**PUBLIC HEALTH**

**LEAD HAZARD CONTROL PROGRAM GRANT CONTRACT**

**Owner(s):** Rosa Marquez Perez

**Date:** January 4, 2023

**Address:** 11509 Seagram St.

Houston, TX 77029

**Contractor:** R&A Building Specialist

**Folio #:** :1210

**Address:** 8234 Hartford St.

Houston, TX 77017

**Contingency Grant Amount:** \$1,103.03

**Relocation Grant Amount:** \$3,500.00

**Grant Total:** \$4,603.03

**Property Description:**

**Lot Eighteen (18), in Block Eight (8), of Jacinto Oaks Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 48, Page 19, of the Map Records of Harris County, Texas.**

Owner has applied for and is hereby granted a Lead Hazard Control Program Assistance Grant in conjunction with a Lead Hazard Control Program Deferred Loan dated January 4, 2023, Deferred Loan No. 1210.

This grant is funded by Community Development Block Grant and the United States Department of Housing and Urban Development and administered by Harris County through its Public Health Department ("County"). Owner has contracted for services, lead safe work, rehabilitation work and improvements upon the property described above.

This grant is to be used for: (1) the payment or reimbursement of contingency amounts described in that certain Mechanic's Lien Contract, dated January 4, 2023, Deferred Loan No. 1210, by and between, as **Rosa M. Perez**, Owner, up to a maximum amount of \$1,103.03 and (2) the payment or reimbursement of reasonable relocation expenses of the Owner up to the maximum amount of \$3,500.00 (if applicable), both as approved by the Harris County Commissioners Court on January 31, 2023.

The Contractor has been awarded the job as a result of a rotating bid assignment process which conforms to the requirements of the U. S. Department of Housing and Urban Development (HUD) regulations. Contractor's successful bid was in the amount of \$11,030.32. The contingency grant amount referred to herein is equal to the contingency amount in Deferred Loan No. 1210.

Owner agrees and understands that Owner is not entitled to any funds under this agreement except for those funds which meet the requirements of a contingency and/or a relocation cost, as provided by HUD regulations; and which have been pre-approved by the Harris County Public Health (HCPH) Department.

Owner will be provided on a voluntary basis temporary rental assistance (temporary rehousing assistance), and moving expenses assistance. The total amount of temporary relocation may not exceed \$3,500.00, which the HCPH has determined is a reasonable payment for moving and related expenses that covers expenses for the duration of the lead safe work project on the property.

This Agreement becomes effective and binding upon the COUNTY and the PROGRAM PARTICIPANT(S) when signed by both parties in the spaces provided below.

Rosa Perez 1/6/23  
(Print) Program Participant Date

Rosa Perez 1/6/23  
(Signature) Program Participant Date

\_\_\_\_\_  
(Print) Spouse or Co-applicant Date

\_\_\_\_\_  
(Signature) Spouse or Co-applicant Date

APPROVED:  
HARRIS COUNTY PUBLIC HEALTH

By: [Signature] 1-6-23  
Scott Jeansonne Date  
Division Director

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE CAO 23GEN 0062  
County Attorney

By: Sarah Hodges for: 01/10/2023  
Nicholas Santulli Date  
Assistant County Attorney

ASSIGNMENT ACCEPTED:  
HARRIS COUNTY

By: \_\_\_\_\_  
Lina Hidalgo, County Judge Date

# LOAN AMORTIZATION TABLE

What is the Loan Amortization Table Sheet?

Date		Lender Name							
1/5/2023		Rosa M. Perez							
Pmnt #	Start of Period	Annual Interest Rate	Scheduled Balance	Actual Balance	Scheduled Payment	Interest Portion	Principal Portion	Additional Principal	
1	04/23	0.00%	11,030.32	11,030.32	(919.19)	-	(919.19)		
2	05/23	0.00%	10,111.13	10,111.13	(919.19)	-	(919.19)		
3	06/23	0.00%	9,191.93	9,191.93	(919.19)	-	(919.19)		
4	07/23	0.00%	8,272.74	8,272.74	(919.19)	-	(919.19)		
5	08/23	0.00%	7,353.55	7,353.55	(919.19)	-	(919.19)		
6	09/23	0.00%	6,434.35	6,434.35	(919.19)	-	(919.19)		
7	10/23	0.00%	5,515.16	5,515.16	(919.19)	-	(919.19)		
8	11/23	0.00%	4,595.97	4,595.97	(919.19)	-	(919.19)		
9	12/23	0.00%	3,676.77	3,676.77	(919.19)	-	(919.19)		
10	01/24	0.00%	2,757.58	2,757.58	(919.19)	-	(919.19)		
11	02/24	0.00%	1,838.39	1,838.39	(919.19)	-	(919.19)		
12	03/24	0.00%	919.19	919.19	(919.19)	-	(919.19)		
13			-	-	-	-	-		
14			-	-	-	-	-		
15			-	-	-	-	-		
16			-	-	-	-	-		
17			-	-	-	-	-		
18			-	-	-	-	-		
19			-	-	-	-	-		
20			-	-	-	-	-		
21			-	-	-	-	-		
22			-	-	-	-	-		
23			-	-	-	-	-		
24			-	-	-	-	-		
25			-	-	-	-	-		
26			-	-	-	-	-		
27			-	-	-	-	-		
28			-	-	-	-	-		
29			-	-	-	-	-		
30			-	-	-	-	-		
31			-	-	-	-	-		
32			-	-	-	-	-		
33			-	-	-	-	-		
34			-	-	-	-	-		
35			-	-	-	-	-		
36			-	-	-	-	-		

## LOAN DATA

Lender Name

Rosa M. Perez

### Basic Loan Information

Amount

\$11,030.32

Beginning of Loan

4/1/2023

Annual Interest Rate

0.00%

Length of Loan, Years

1

Payments Per Year

12

### Payment Information

Total Payments

12

Calculated Payment

\$919.19

Entered Payment

### Summary Information

Total Paid

(\$11,030.32)

Interest Paid

\$0.00

*Insert Fine Print Here*

**HARRIS COUNTY PUBLIC HEALTH**  
**LEAD HAZARD CONTROL PROGRAM**  
**TRUTH-IN-LENDING DISCLOSURE STATEMENT**

Harris County Public Health		Deferred Loan No.: 1210	
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  0.00 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  N/A	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf. \$ 11,030.32	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled. \$ 11,030.32

An Amortization Table is attached for your information.

Your payment schedule will be:

No. of Payments	Amount of Amortization/Payments	Start Date	Due Date	Maturity Date
12	\$ 919.19	04/01/23	<u>1st of each month</u>	04/01/24

Security: You have given a security interest in the property being abated/rehabilitated.

Filing Fees \$ N/A      Non-filing Fees \$ N/A

LATE CHARGE: If a payment is late, you will be charged a fee of 4% of the installment then due.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Additional Disclosures: N/A

**SIGNATURES**

Homeowner acknowledges receipt of a copy of this contract, disclosures, notice of cancellation, and a copy of all other documents to be signed by the homeowner in connection with the abatement/rehabilitation assistance extended prior to the consummation of this transaction, and agrees that this contract and all other documents referred to above have been completed in accordance with all essential provisions.

Rosa perc2                      1/6/23  
Program Participant                      Date

\_\_\_\_\_  
Spouse                      Date

**HARRIS COUNTY PUBLIC HEALTH  
LEAD HAZARD CONTROL PROGRAM**

**TRUTH-IN-LENDING DOCUMENTS**

**INSURANCE DISCLOSURES**

**Property Insurance:** You may obtain property insurance from anyone that is authorized to transact business in Texas. OWNER shall maintain a hazard insurance policy for fire and extended coverage and furnish proof on an annual basis to HARRIS COUNTY that such insurance premiums are paid current.

**Flood Insurance:** If applicable, you may obtain flood insurance from anyone that is authorized to transact business in Texas. OWNER shall maintain a current flood insurance policy and furnish proof on an annual basis to HARRIS COUNTY.

**Credit Insurance:** Credit life and disability insurance is voluntary and is not required for our assistance. Such insurance on this transaction is not available from HARRIS COUNTY. You may obtain credit life and credit disability insurance from anyone that is authorized to transact business in Texas. OWNER may provide proof of coverage to HARRIS COUNTY, if coverage is obtained.

**ACKNOWLEDGMENT OF RECEIPT BY HOMEOWNER(S):**

I have received a copy of this statement. I agree to provide proof of current insurance as requested on an annual basis.

Rosa Perez      1/6/23  
Program Participant      Date

\_\_\_\_\_  
Spouse      Date

# TRUTH-IN-LENDING NOTICE OF RIGHT OF RESCISSION

## YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from the date of closing on Jan. 6, 2023.

If you cancel the transaction, the lien is also canceled. Within twenty (20) calendar days after we receive your notice, we will return to you copies of all executed documents marked "cancelled".

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within twenty (20) calendar days of your offer, you may keep it without further obligation.

## HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at:

HARRIS COUNTY / PUBLIC HEALTH  
2221 W. Loop South, Ste. 200  
Houston, Texas 77027  
ATTENTION: Bea Best  
713-274-6083 OR 832-926-0175

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice below by signing and dating it. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail, fax, courier, or telegram, the notice must be received at the above address no later than 5:00 p.m. on Jan. 11, 2023, being the third business day from the date of closing.

In this agreement "you" and "your" refer to the homeowner, and "we" and "us" refer to Harris County.

## ACKNOWLEDGEMENT

Homeowner acknowledges receipt of the Truth-in-Lending Notice of Right of Rescission with appropriate blanks completed. Homeowner also acknowledges that they waive their right to cancel if they fail to give the required written notice within three business days.

Rosa Perez 1/6/23  
Program Participant Date

\_\_\_\_\_  
Spouse Date

## NOTICE OF CANCELLATION

This is my written statement that I wish to cancel the Abatement/Rehabilitation Project on my home.

\_\_\_\_\_  
Program Participant Date

\_\_\_\_\_  
Spouse Date





## NOTICE TO PROCEED

**TO:** R&A Building Specialist  
Al Torres  
**FROM:** Lead Hazard Control Program - Loan Division  
**DATE:** January 5, 2023  
**RE:** Rosa M. Perez  
**Folio #:** 1210

You are hereby notified to proceed with the Lead Safe Work on the property located at (11509 Seagram St., Houston, TX, 77029) pursuant to the terms and conditions of the Program Participant-Contractor agreement.

Your attention is called to the fact that work shall commence within (10) business days from the date of the Pre-Lead Safe Work Conference (when applicable) and shall be completed no later than 45 business days after commencement of the work, (when applicable).

Rosa Perez  
HOMEOWNER

1/6/23  
DATE

HOMEOWNER (SPOUSE)

DATE

**FOR OFFICE USE ONLY**  
**AUTHORIZATION TO PROCEED WITH THE WORK**

DATE SUBMITTED TO THE LEAD HAZARD CONTROL PROGRAM:

1-6-23  
DATE

**PROPERTY LEGAL DESCRIPTION:**

Lot Eighteen (18), in Block Eight (8), of Jacinto Oaks Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 48, Page 19, of the Map Records of Harris County, Texas

Courina Lopez  
GRANTS ASSISTANT SPECIALIST

1-6-23  
DATE

Beatrice Best  
BEATRICE BEST, SUPERVISOR, LEAD PROGRAM

1-5-23  
DATE

**HARRIS COUNTY PUBLIC HEALTH  
LEAD HAZARD CONTROL PROGRAM**

**NOTICE OF RECEIPT OF WARRANTIES**

This written notice is to confirm that copies of all manufacturer's and supplier's written warranties, covering material and equipment, will be/have been furnished by **R&A Building Specialist**, upon completion and installation of the abatement/rehabilitation work performed on my residence.

**Acknowledgement of Receipt by Homeowner(s):**

Rosa Perez      1/6/23  
Program Participant      Date

\_\_\_\_\_  
Spouse      Date



Harris County  
**Public Health**  
Building a Healthy Community

## LEAD HAZARD CONTROL PROGRAM

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### Acknowledgment of Receipt of Grievance Procedures

I/We have read and received the Grievance Procedures. I/We understand the process of the complaint process.

Program Participant:	Rosa M. Perez
Address:	11509 Seagram St.
City, State, Zip Code:	Houston, TX 77029

Rosa Perez  
Program Participant Signature

1/6/23  
Date

## HARRIS COUNTY PUBLIC HEALTH LOAN AGREEMENT

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I, **Rosa M. Perez**, hereby acknowledge that I/we understand the final closing documents and procedures explained to me on 1/6/23, 2023 by the Loan Division Representative.

Rosa Perez 1/6/23  
Program Participant Date

\_\_\_\_\_  
Spouse Date

Cristina Lopez 1-6-23  
HCPH Representative Date