

Print or Type All Information - Read Rules on Reverse Side

APPROVED

Date _____

Williamson County Judge

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Cornelius, Michelle	Parcel No.: 81 – Tenant	County: Williamson
Project: Corridor A-1 - Southeast Loop		
Address: 280 FM 3349 Taylor, Texas 76574 Apt. No.: N/A Site No.: N/A		
Number of Displaced Persons in Family: 1 Purchase Price or Monthly Rent: \$1,100		
Replacement Dwelling		
House ☐ Duplex ☐ Apartment ☒ Sleeping Room ☐		
Mobile Home: Width: Length:		Other: Efficiency apartment
Floor Space: 366 sq. ft.	No. Rooms: 1	No. Bedrooms: 0 No. Baths: 1
Dwelling Inspection		
Yes No	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.
		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.
Comments: The dwelling is a single-wide trailer home converted into 2 (two) single 366 sq ft studio apartments; a self-contained and/or efficiency apartment in which the functions of the living room, bedroom, and kitchen are combined into a single room.		
The dwelling at the address above has been inspected and, in my opinion, meets the standards for decent, safe, and sanitary housing.		
06/15/2021 Date of Inspection		<i>Laura A. Nelson</i> Inspected By - Signature

Replacement Housing Standards

A **decent, safe and sanitary dwelling** is any dwelling which meets the applicable housing and occupancy codes for the area in which the dwelling is located. However, if any of the following are not met by the applicable code, such following standards shall apply. The dwelling shall:

1. Be structurally sound, weathertight, and in good repair and shall contain a safe electrical wiring system adequate for lighting and other customary electrical devices. A replacement dwelling may reflect some physical defects and deferred maintenance if the flaws are easily correctable and do not threaten the general fitness, functional condition or habitability of the structure.
2. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.
3. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.
4. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.
5. For a handicapped displacee, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such a displaced person.

State of Texas

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this February 1st, 2021 by and between:

Landlord: Elisabeth Henning ("Landlord") AND

Tenant(s): Michelle A Cornelius ("Tenant").

In the event there is more than one Tenant, each reference to "Tenant" shall apply to each of them, jointly and severally. Each Tenant is jointly and severally liable to Landlord for payment of rent and performance in accordance with all other terms of this Agreement. Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. **Premises.** The premises leased is a/an ☒ apartment ☐ house ☐ condominium ☐ room ☐ townhouse ☐ duplex ☐ semi-detached house ☐ other: _____ with:

(a) 1 bedroom(s)

(b) 1 bathroom(s)

(c) 1 parking space(s) ☐ Parking is not included with the Premises

located at 280 FM 3349, City of Taylor, State of Texas, Williamson County (the "Premises").

Storage:

☒ The Premises includes the following storage space: 100 square feet storage in shop.

Furnishings: (check one)

☒ The Premises is NOT furnished.

☐ The Premises includes the following furnishings: _____

Additional description of the premises: _____

2. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. **Term.** This Agreement shall be considered a: (check one)

☐ Fixed Lease. This Agreement will be for a term beginning on February 1st, 2021 and ending on February 1st, 2022 (the "Term"). At the end of the Term:

☒ A month-to-month holdover tenancy will be created. If Landlord accepts a rent payment from Tenant, other than past due rent or additional rent, after the Term expires, both parties understand that a month-to-month holdover tenancy will be created at the agreed upon monthly rent, unless proper notice has been served as required by applicable laws. If either Tenant or



Landlord wishes to end the month-to-month tenancy, such Party must provide at least thirty (30) days' written notice before the desired termination date.

☐ The Tenant must vacate the Premises. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages.

☒ Month-to-Month Lease. This Agreement will be for a term beginning on February 1st, 2021 and continuing month-to-month until either Landlord or Tenant terminates this Agreement by providing the other Party with proper written notice of termination (the "Term").

4. Rent. Tenant will pay Landlord a monthly rent of \$ 1100.00 for the Term. Rent will be payable in advance and due on the 1st day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: ☒ Cash ☒ Personal check ☒ Money order ☒ Cashier's check ☒ Credit card ☒ PayPal ☒ Electronic transfer ☐ Other: _____, and will be payable in U.S. Dollars.

Proration:

☒ Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment.

Bounced Checks:

☒ The Tenant agrees to pay \$ 25.00 for each dishonored bank check.

5. Guaranty. (check one)

☐ A guarantor is required for the Tenant. _____ located at _____, City of _____, _____ ("Guarantor") promises to unconditionally guarantee to Landlord, the full payment and performance by Tenant of all financial duties and obligations arising out of this Agreement. Guarantor agrees to joint and several liability with Tenant for Tenant's financial duties and obligations under this Agreement including rent, damages, fees and costs. Guarantor further agrees that this guaranty shall remain in full force and effect and be binding on Guarantor until this Agreement is terminated.

☒ A guarantor is NOT required for the Tenant.

6. Late Fee. (check one)

☒ A late fee will be charged if rent is not paid on time. Rent paid after the 10th day of each month will be deemed as late; and if rent is not paid within 5 days after such due date, Tenant agrees to pay:

☒ a set late charge of \$ 100.00.



☐ _____ % of the balance due per day for each day that rent is late.

☐ A late fee will NOT be charged.

7. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

8. Utilities. Tenant is responsible for payment of all utility and other services for the Premises, with the exception of the following, which will be **PAID BY THE LANDLORD:**

- | | |
|--|--|
| ☒ Electric | ☐ Telephone |
| ☐ Gas | ☒ Sewage |
| ☒ Trash | ☒ Internet |
| ☐ Cable | ☐ Heat |
| ☒ Water | ☐ Hot water |
| ☐ Other: _____ | |

9. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$ 1000.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within 30 days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing.

Interest: (check one)

- ☐ Yes, the security deposit will bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.
- ☒ No, the security deposit will NOT bear interest while held by Landlord.

10. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.

11. Use of Premises. The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.



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SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information										
Displacee's Name: Michelle Cornelius							Project: SE Loop			
				Parcel No.: 81						
				Unit or Bldg. No.: N/A						
				First Offer in Negotiations (date): 08/30/2020						
				Occupancy Since (Date): 1/2017			County: Williamson			
Type Supplement:				Property from Which Displaced:						
☐ Normal		☐ 180-day Owner		☐ Single Family Home		☐ Mobile Home Site				
☐ Revised		☒ 90-day Occupant		☐ Apartment		☒ Other: Mobile Home that that is converted into 2 small duplex apartments				
☒ Last Resort		☐ Late Occupants		☐ Mobile Home						
☐		☐		☐ Duplex						
☐ Utilities in Subject Rent ☒ Utilities Not in Subject Rent				Monthly Gross Income: \$1,364.06 X 30% = \$409.22						
Replacement Property Data										
* Denotes Selected Replacement Property										
Property No.	Total Rooms	No. Bedroom.	Approx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
Subject	1	0	366	6	2	3	3	14		
TR-81-03	1	1	560	5	8	3	2	18		\$1,042.00
TR-81-02	3	1	555	7	8	3	2	20		\$1,018.08
*TR-81-01	3	1	835	9	9	3	2	23		\$1,028.00
Replacement Housing Supplement										
Replacement Cost \$										
Subject Value \$										
Supplement \$N/A										
Rent Supplement										
Actual Rent		Fair Market Rent		Gross Income		Replacement Cost Supplement				
\$		\$933		\$409.22		\$1,028				
<u>x 42</u>		<u>x 42</u>		<u>x 42</u>		<u>x 42</u>				
\$		\$39,186		\$17,187.24		\$43,176				
Supplement = \$25,988.76										

Total number of displaced persons: 1.

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:
None			

Remarks: (Use extra page if necessary)

The subject property Parcel 81 is located at 280 FM 3349, Taylor Texas 76574. The property is a mobile home that has been converted into 2 small efficiency/studio apartments that are 366 sq. ft. each. Which includes a living room kitchen and bedroom combination and a bath. Interior is comprised of vinyl and carpet flooring. The exterior and yard are part of the residential home that is occupied by the property owner. The displacee is the daughter of the property owner and does not pay any rent or utilities for this apartment. A fair market rent has been established for an efficiency/studio apartment in the area has been determined to be \$796/mo. The utilities for this unit include electric and water the property uses a septic system for wastewater. The utilities for this unit are calculated from the HUD utility schedule and are \$137/mo. Therefore, the fair market rent and utilities for this unit are \$933/mo. Income information was provided by the displacee and they are considered low income for the area therefore, the supplement is calculated based on the difference between the displacee's 30% income and the replacement cost to provide the maximum benefit. Because there is no small efficiency duplex for rent in the area, we expanded our search for a replacement dwelling to average size apartment complexes in the area. There were extremely limited efficiency/studio apartments for rent at this time therefore, we are utilizing 1 bedroom 1 bath apartments.

*Comparable property TR-81-01, Shadow Ridge Apartments is located at 2300 Old Settlers Blvd., Round Rock Texas 78665. This property consists of an average size apartment complex. This unit is 835 sq. ft. 1 bedroom 1 bath, living room and kitchen. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The complex features covered parking for 1 car. The rent for this apartment is \$932/mo., and includes water, sewer, trash, and pest control. Additional utilities that are paid by the tenant are electricity. The utilities not included in the rent are based off the HUD utility schedule for the area and are \$96/mo. The total rent and utilities for this apartment are \$1,028/mo. This home is located 12 miles from the subject.

Comparable property TR-81-02, Sunchase Apartments is located at 1200 Sunrise Dr. Round Rock Texas 78665. This is an average size apartment complex. This unit is 555 sq. ft. 1 bedroom 1 bath, living room and kitchen. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The rent for this apartment is \$860/mo., utilities that are paid by the tenant are electricity, water, trash (\$10.40) and pest control (\$4.60). The utilities are based off the HUD utility schedule for the area and are \$158.08/mo. The total rent and utilities for this apartment are \$1,018.08/mo. This home is located 11.9 miles from the subject.

Comparable property TR-81-03, Brushy Creek Village, is located at 1101 Sam Bass Circle, Round Rock Texas 78681. This is an average size apartment complex. This unit is 560 sq. ft. 1 bedroom, living room, kitchen and 1 bath apartment. The kitchen features a range oven, laminate countertops, tile backsplash and tile flooring. The interior features textured drywall, painted trim, wood doors. Flooring is tile and carpet. The rent for this apartment is \$880/mo., utilities that are paid by the tenant are electricity, water, wastewater, and trash. The utilities are based off the HUD utility schedule for the area and are \$162/mo. The total rent and utilities for this apartment are \$1,042/mo. This home is located 13.2 miles from the subject.

All the comparable properties are functionally equivalent to the subject property and DS&S; however, comparable property TR-81-01 is the most comparable because of its location to the subject. Our research found 11 apartments with 1 bedroom and 1 bath and 6 efficiency/ studio apartments the square footage ranging from 408 to 835 and prices ranging from \$710 to 1113. Several were not chosen due to being too far in distance from the subject property, square footage differences, total number of rooms, number of bedrooms or no availability at this time. The selected comparable rent is \$932/mo., plus the estimated utilities of \$96/mo., for a total rent and utilities of \$1,028.00/mo. the supplement was calculated based on a the displacee's income. Replacement comp rent \$1,028 X 42= \$43,176.00 minus Monthly Gross Income \$325.05 X 42 = \$13,652.10 = Rental Supplement \$29,523.90.

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.

Provisions of Last resort Housing apply to this calculation as the supplement payment estimate exceeds \$7,200.00. It is recommended that the relocation supplement payment in the amount of **\$25,988.76** be authorized to allow the subject household to relocate into a suitable, decent, safe, and sanitary replacement dwelling.

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:

<u><i>Laura Nelson</i></u>	<u>10/13/2020</u>
(signature)	Date

Laura Nelson
Sr. Right of Way Specialist
Right of Way of Texas, LLC.

Approval by:

<u><i>Lisa Dworaczyk</i></u>	<u>10/13/2020</u>
(signature)	Date

Lisa Dworaczyk
ROW Project Manager

Michelle Cornelius

20JL

CERTIFICATION OF ELIGIBILITY

ROW CSJ: SE Loop

Parcel: 81

Displacee: Michelle Cornelius

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.

Michelle Cornelius
Claimant

Date: 03/17/20

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:

Michelle Cornelius 1 of 2

RELOCATION CHECKLIST

Project:

Parcel #

Address: 280 FM 3349, TAYLOR TX 76574

Names of Displacee's:

Contact Information

Phone:

Email:

Michelle Cornelius (512) 663-3735

Other Occupants Names, Ages and Relation:

0

Completed Certification of Eligibility for all displacee's: yes no

Completed R96: yes no

Occupancy Date: ~~2008~~ 2017

Type of Utilities: gas electric

OWNER OCCUPANT

Mortgage on property: yes no

TENANT OCCUPANT

Amount of rent: Monthly Rent \$ 1.00

Copy of lease agreement verbal - can be in writing if needed

Income information for each displacee and household:

- Name Monthly Income \$ 14.00/hr - hours vary
- Name Michelle Cornelius, minimal Monthly Income \$

Income documents provided: yes no will obtain and print

Explained eligible relocation benefits.

- RHP or RAP
- Moving fixed room count actual cost commercial move

Acknowledged receipt of NOE

Send Displacee copies of all forms signed: date