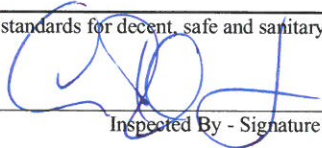


# CLAIM FOR PAYMENT OF RENT SUPPLEMENT

Print or Type All Information - Read Rules on Reverse Side				
1. To: Williamson County		Parcel No.: 28	County: Williamson	
			Project: Southeast Loop Phase 2	
2. Name of Claimant: Catherine Fahy		4. Replacement Housing Address: 109 W. Live Oak Street Hutto, Texas 78634		
3. Property Acquired by Williamson County: By: <input checked="" type="checkbox"/> Negotiation                      Condemnation  Address: 1353 CR 137 Hutto, Texas 78634		8. Date Claimant Moved into Replacement Housing: 10-26-2022		
5. Type of Occupancy Covered by This Claim: <input type="checkbox"/> Owner-Occupant <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> House <input checked="" type="checkbox"/> House <input type="checkbox"/> Apartment <input type="checkbox"/> Apartment <input type="checkbox"/> Mobile Home <input type="checkbox"/> Mobile Home <input type="checkbox"/> Sleeping Room		9. Amount of This Claim                      \$48,097.014  a. Total Rent Supplement                      \$48,097.14 Installment (1st, 2nd, 3rd, or Final)                      \$  b. Total Last Resort Purchase Payment                      \$  1. Amount Paid on Principal                      \$  2. Incidental Expenses                      \$		
6. Controlling Dates	Mo.	Day	Yr.	
a. First Offer in Negotiations	07	18	2022	
b. Date Required to Move				
7. Continuous Occupancy of Property Acquired by Williamson County:  From (Date): 01-01-2015    To (Date of Move): 10-26-2022				
10. 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 roadway 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.				
<u>11/2/2022</u> Date of Claim		<u>Catherine D. Fahy</u> Claimant  Claimant		
Spaces Below to be Completed by Williamson County				
The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.				
<u>11-2-2022</u> Date of Inspection		<u>[Signature]</u> 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 as shown herein is correct.				
<u>11-17-2022</u> Date		<u>[Signature]</u> Relocation Agent		
APPROVED				
_____ Date		_____ Williamson County Judge		

## REPLACEMENT HOUSING INSPECTION

Name of Claimant: Catherine Fahy		Parcel No.: 28	County: Williamson																																	
			Project: Southeast Loop Phase 2																																	
Address: 109 W. Live Oak Street Hutto, Texas 78634 Apt No.:                      Site No.:																																				
Number of Displaced Persons in Family: 1		Purchase Price or Monthly Rent: \$1,750.00/mo.																																		
<b>Replacement Dwelling</b>																																				
House <input checked="" type="checkbox"/> Duplex <input type="checkbox"/>		Apartment <input type="checkbox"/> Sleeping Room <input type="checkbox"/>																																		
Mobile Home:    Width:                      Length:		Other:																																		
Floor Space: sq. ft. 1120	No. Rooms: 4	No. Bedrooms: 2	No. Baths: 1																																	
<b>Dwelling Inspection</b>																																				
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50px;">Yes</td> <td style="text-align: center; width: 50px;">No</td> <td style="width: 400px;"></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>1. Meets all applicable building codes</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>2. Has required potable water</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>3. Has required kitchen facilities</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>4. Has required heating system</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>5. Has required bathroom facilities</td> </tr> </table>		Yes	No		<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Meets all applicable building codes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Has required potable water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Has required kitchen facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Has required heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Has required bathroom facilities	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 50px;">Yes</td> <td style="text-align: center; width: 50px;">No</td> <td style="width: 400px;"></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>6. Has Provisions for artificial lighting in each room</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>7. Is structurally sound, in good repair and adequately maintained</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>8. Has required safe means of egress</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>9. Has required habitable floor space</td> </tr> </table>		Yes	No		<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Has Provisions for artificial lighting in each room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Is structurally sound, in good repair and adequately maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Has required safe means of egress	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Has required habitable floor space
Yes	No																																			
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Comments:																																				
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<u>11-2-2022</u> Date of Inspection		 Inspected By - Signature																																		

## CERTIFICATION OF ELIGIBILITY

Project: Corridor A-1 SE Loop

Parcel: 28

Displacee: Catherine Fahy

### 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.

Catherine Fahy  
Claimant

Date: 7/19/2022

\_\_\_\_\_  
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.

N/A  
Claimant

Date:

## RESIDENTIAL RENTAL AGREEMENT

THIS LEASE (the "Lease") dated this 21 day of Sept, 2022

BETWEEN:

**Jacarus Holdings LLC**

(the "Landlord")

- AND -

**Catherine Fahy**

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as **109 W Live Oak Street, Hutto, TX 78634** (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. The Tenant may keep pets in or about the Property. The Landlord may revoke this privilege upon thirty (30) days' notice.



5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
6. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
7. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

### Term

8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on October 10, 2022 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.
9. Notwithstanding that the term of this Lease commences on October 10, 2022, the Tenant is entitled to possession of the Property at 12:00 noon on September 13, 2022.
10. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Texas (the "Act").

### Rent

11. Subject to the provisions of this Lease, the rent for the Property is \$1,750.00 per month (the "Rent").
12. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 2255 Shark Loop, Round Rock, TX 78664 or at such other place as the Landlord may later designate by check.
13. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

### Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$1,750.00 (the "Security Deposit").
15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits.
16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls

- including the repainting of such damaged walls;
- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
  - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
  - i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 17. The Tenant may not use the Security Deposit as payment for the Rent.
- 18. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
- 19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: \_\_\_\_\_, or at such other place as the Tenant may advise.

## Inspections

- 20. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
- 21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to

prospective tenants or purchasers in compliance with the Act.

## Tenant Improvements

22. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

## Utilities and Other Charges

23. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet, cable, telephone, natural gas, heating oil/propane, garbage collection and alarm/security system.

## Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
25. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
26. The Tenant is responsible for insuring the Property for damage or loss to the structure, mechanical or improvements to the building of the Property for the benefit of the Parties. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
27. The Tenant is not responsible for insuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.



### Attorney Fees

28. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

### Governing Law

29. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Texas.

### Severability

30. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
31. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

### Amendment of Lease

32. This Lease may only be amended or modified by a written document executed by the Parties.

### Assignment and Subletting

33. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

### Damage to Property

34. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.



## Care and Use of Property

35. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
36. The Tenant will not engage in any illegal trade or activity on or about the Property.
37. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
38. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
39. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
40. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

## Rules and Regulations

41. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

## Address for Notice

42. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
  - a. Name: Catherine Fahy.
  - b. Phone: (737) 280-8157.
  - c. Email: catherinefahy@hotmail.com.
43. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
  - a. Name: Jacaruso Holdings LLC.

b. Address: 2255 Shark Loop, Round Rock, TX 78664.

The contact information for the Landlord is:

c. Phone: (512) 289-2706.

d. Email address: bill@jacaruso.com.

## General Provisions

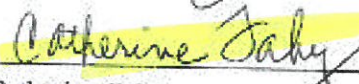
44. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
45. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
46. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
47. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
48. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
49. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
50. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
51. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
52. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
53. This Lease constitutes the entire agreement between the Parties.
54. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

55. Time is of the essence in this Lease.

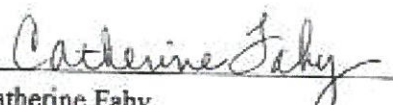
IN WITNESS WHEREOF Catherine Fahy and Jacaruso Holdings LLC have duly affixed their signatures on this 21 day of Sept, 2022

Jacaruso Holdings LLC

Per:  (Seal)

  
Catherine Fahy

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 21<sup>st</sup> day of September, 2022.

  
Catherine Fahy



**CERTIFICATE OF AMENDMENT  
OF  
JACARUSO HOLDINGS, LLC**

The undersigned, acting as a manager of a limited liability company under the Texas Business Organizations Code, does hereby adopt the following Certificate of Amendment for Jacaruso Holdings, LLC (the "*Company*").

**ARTICLE 1**

The name of the filing entity is Jacaruso Holdings, LLC, a Texas limited liability company.

**ARTICLE 2**

The file number issued to the filing entity by the Secretary of State of Texas is 802200752.

**ARTICLE 3**

The Company is a Texas limited liability company, filed with the Secretary of State of Texas on April 22, 2015.

**ARTICLE 4**

Set forth below is an identification by reference or description of each added, altered, or deleted provision.

1. The Certificate of Formation is amended by the addition of the provisions identified or referenced below. A full text version of each additional provision so identified or referenced follows.

**ARTICLE TEN**

As permitted by Section 101.601 of the TBOC, the Company may have one or more series. The debts, liabilities and obligations and expenses incurred, contracted for or otherwise existing with respect to a particular series, whether now existing or hereafter established, shall be enforceable against the assets of that series only, and not against the assets of the Company generally or any other series thereof, and none of the debts, liabilities, or obligations and expenses incurred, contracted for, or otherwise existing with respect to the Company generally or any other series thereof shall be enforceable against the assets of the particular series in question.

**ARTICLE 5**

2. **Alter.** The following identified provisions of the filing instrument shall be amended as set forth below.

**Article 3 - Governing Authority**

The limited liability company will have managers. The name and address of the initial managers are as set forth below:

<u>Governing Person</u>	<u>Address</u>
William A. Jacaruso	2255 Shark Loop Round Rock, TX 78664
Tonia C. Jacaruso	2255 Shark Loop Round Rock, TX 78664

#### ARTICLE 6

This filing amending the Certificate of Formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the Company.

#### ARTICLE 7

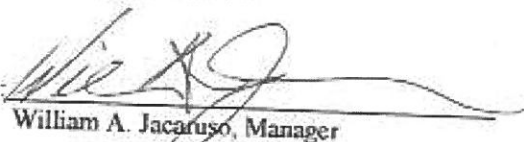
This document becomes effective when the document is filed by the Secretary of State.

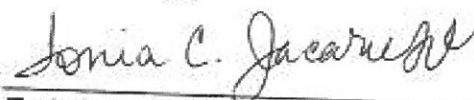
#### ARTICLE 8

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. If the undersigned is acting in the capacity of manager for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Dated the 28th day of October, 2022.

Jacaruso Holdings, LLC

By:   
William A. Jacaruso, Manager

By:   
Tonia C. Jacaruso, Manager

## Rent Receipt

Receipt Date: September 21, 2022


Property Address:	109 W Live Oak St, Hutto, TX 78634, USA
Tenant Name:	Catherine Fahy
Rental Period:	October 11, 2022 to November 10th, 2022 + Security Deposit of \$1,750.00
Date Payment Received:	September 21, 2022
Paid To:	Jacaruso Holdings LLC
Payment Type:	Personal check # 145
Total Owed:	\$3,500.00
Amount Paid:	\$3,500.00
Remaining Balance:	\$

This receipt acknowledges that Jacaruso Holdings LLC has been paid in full for the rental period of September 21, 2022 - September 21, 2022.

Payment received by:

Jacaruso Holdings  
LLC

(Print Name)

 Mangina Partner  
(Signature)

For questions or concerns, please contact:

Name: Jacaruso Holdings LLC

Phone: [REDACTED] 6

Email: [REDACTED] n



# SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information										
Displacee's Name: Catherine Fahy							Project: SE Loop Phase 2			
				Parcel No.: 28						
				Unit or Bldg. No.: N/A						
				First Offer in Negotiations (Date): 07-18-2022						
				Occupancy Since (Date): 1/2015			County: Williamson			
Type Supplement: <input type="checkbox"/> Normal <input type="checkbox"/> 180-day Owner <input type="checkbox"/> Revised <input checked="" type="checkbox"/> 90-day Occupant <input checked="" type="checkbox"/> Last Resort <input type="checkbox"/> Late Occupants				Property From Which Displaced: <input type="checkbox"/> Single Family Home <input type="checkbox"/> Mobile Home Site <input checked="" type="checkbox"/> Apartment (Converted Detached Garage) <input type="checkbox"/> Other: <input type="checkbox"/> Mobile Home <input type="checkbox"/> Duplex						
<input type="checkbox"/> Utilities in Subject Rent <input checked="" type="checkbox"/> Utilities Not in Subject Rent				Monthly Gross Income: \$2,016.10 X 30% = \$604.83						
Replacement Property Data										
Property No.	Total Rooms	No. Bdr.	Apprx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
									\$	
									\$	
									\$	
Subject	4	1	1132	9	12	3	3	27		
28(T)-01	6	3	1440	4	15	3	3	25		\$1,899
*28(T)-02	6	3	1074	6	12	3	3	24		\$1,770.75
28(T)-03	5	2	850	4	10	3	3	20		\$1,749
Replacement Housing Supplement										
Replacement Cost \$ N/A										
Adjusted Subject Value \$ N/A										
Supplement \$ N/A										
Rent Supplement										
Actual Rent		Fair Market Rent		Gross Income		Replacement Cost Supplement				
\$0.00		\$1,481.00		\$604.83		\$1,770.75				
<u>x 42</u>		<u>x 42</u>		<u>x 42</u>		<u>x 42</u>				
\$0.00		\$62,202.00		\$25,402.86		\$74,371.50				
Supplement = \$48,968.64										

Replacement Rent and utilities

\$1750/mo.

x 42  
\$73,500

Gross income

604.83  
x 42  
\$25,402.86

73,500.00  
(25,402.86)

\$48,097.14 Replacement Supplement

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 displacee Catherine Fahy occupies the small 1,132 sq.ft. dwelling on this parcel, this dwelling was the detached garage for the main house which has been converted into a small 1 bedroom apartment. Ms. Fahy is the mother-in-law of the owner; she does not have a lease agreement and she does not pay any rent or utilities for this dwelling. The property is located at 1353 CR 137, Hutto, Texas 78634. Williamson County is acquiring the whole property which includes this converted apartment. Because of the acquisition Ms. Fahy is being displaced.

In accordance with 49 CFR 24.402(b)(2), base monthly rent for a displacement dwelling is determined as the lesser of  
(1) the average monthly cost of rent and utilities but if a tenant pays little or no rent fair market rent is used or  
(2) 30% of the displacee's household income if the displacee is considered low income as determined by the US Department of Housing and Urban Development.

Because Ms. Fahy does not pay rent or utilities for this dwelling a fair market rent was used to determine her rent. Ms. Fahy has provided income information, her only source of income is social security which is \$2,016.10/month, documentation attached, she has no other household income. In accordance with the Uniform Relocation Act Income Limits for the Austin Round Rock area Ms. Fahy is considered low income for this area, therefore, her income was factored and because 30% of her monthly income was less than the monthly fair market rent, her income was used in the final determination of this rent supplement.

In order for the displacee to qualify for the supplement the displacee will have to rent and occupy a replacement dwelling renting for \$1,770.75/mo. or more. Should the displacee rent a dwelling renting for less than \$1,770.75/mo., the rent supplement will be reduced by the difference, in addition, to qualify the displacee will need to provide a valid lease agreement for the replacement dwelling along with a full months paid rent receipt and utility bills in her name at the replacement address.

**Subject Property**

The subject property is located in a rural area at 1353 CR 137, Hutto, Texas 78634. The property has two dwelling the larger house is currently being utilized as a business office for Jacaruso Holdings, LLC. The smaller dwelling is occupied by Catherine Fahy. This house is approximately 1,132sq.ft. built in 2015 and is on approximately 8.127acre of which Williamson County is acquiring the whole tract. The home is frame construction and on a slab foundation. It consists of 1 bedroom and 1bath, kitchen, living room and game room. There is not a garage open parking only. Interior is comprised of tile floors. Central heating and cooling is throughout the house. The exterior includes covered patio and nice yard which includes various trees and shrubbery. The utilities for this property include electric and trash. Water is provided by an onsite well and wastewater is provided by an onsite septic system.

**Search**

Our research using Realtor.com, Zillow, Redfin and Trulia we were only able to find a 1 bedroom, 1 bath comparable properties however we were unable to find the larger square footages the size of the subject. We did extended our search for 2 and 3 bedroom dwellings. We were able to find 3 comparable's that could adequately replace the function of the subject. Several listings were not chosen due to condition, location and amenities compared to the subject, significant square footage differences, total number of rooms, number of bedrooms, bathrooms or being off the market and distance from the subject. Because the displacee has pets we also had to limit our search to dwelling that allowed pets. The following three properties were identified as most comparable to that of the subject.

**Comparable property 28(T)-01**

This home is located at 2016 Balsam Way, Round Rock, Texas 78665. This single story single-family residence contains 3 bedrooms, 2 bathrooms, living room, dining area, kitchen, and laundry room. The kitchen features a range with oven and cook top, laminate countertops, tile backsplash, tile flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring in the bedrooms is wood, has laundry room with hookups. Has a 2 car attached garage. Yard is

water, city sewer and trash. Utility casts are based on the city of round rock housing authority utility schedule which is attached. Total monthly rent and utilities for this dwelling are rent \$1,695 and utilities \$204 for a total \$1,899/mo. This home is approximately 308 sf larger than the subject. The home was built in 1996. Pets are allowed. This home is located 10 miles from the subject and is located in the Round Rock school district.

**\*Comparable property 28(T)-02**

This duplex is located at 206 Ryan Lane, Georgetown, Texas 78628. This single story duplex contains 3 bedrooms, 2 bathrooms, living room, dining area, kitchen, laundry room. The kitchen features a range with oven and cook top, laminate countertops, tile backsplash, tile flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring in the bedrooms is carpet, has laundry room with hookups. Has a 2 car attached garage. Yard is enclosed with a wood privacy fence. Home has been well maintained and in good condition. Utilities are electric, city water, city sewer and trash. Cats are allowed. Utility casts are based on the city of Georgetown housing authority utility schedule which is attached. Total monthly rent and utilities for this dwelling are rent \$1,495 and utilities \$275.75 for a total \$1,770.75/mo. This home is approximately 58 sf smaller than the subject but has two additional bedrooms one additional bath and has a 2 car attached garage and is functionally equivalent. The home was built in 2005. This home is located 18 miles from the subject. This home is in the Georgetown school district.

**Comparable property 28(T)-03**

This home is located at 515 Gregory Court, nit 515 Round Rock, Texas 78664. This single story duplex contains 2 bedrooms, 1 bathrooms, living room, dining area, kitchen. The kitchen features a range with oven and cook top, laminate countertops, tile backsplash, vinyl flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring in the bedrooms is vinyl, has laundry hookups are in a laundry closet. Has a 1 car attached garage. Yard is enclosed with a wood privacy fence. Home has been well maintained and in good condition. Utilities are electric, city water, city sewer and trash. Utilities are being based on the city of round rock housing authority utility schedule which is attached. Total monthly rent and utilities for this dwelling are rent \$1,550 and utilities \$199 for a total \$1,749/mo. This home is approximately 282 sf smaller than the subject but is functionally equivalent. The home was built in 1995. This home is located 8 miles from the subject. This home is in the Round Rock school district.

**Chosen Comparable**

All the comparable properties are functionally equivalent to the subject property and DS&S; however, comparable property 28(T)-02 is the most comparable because of its similarity, condition the majority of the amenities of the residence are replaced. Even though the chosen comparable is approximately 58 square feet smaller than the subject, it has two additional bedrooms and 1 additional bath and has a 2 car garage which mor than adequately replaces the loss in square feet from the subject. This home is very good condition and is very similar to the quality and condition of the subject. This replacement dwelling is functionally equivalent to the subject. It is close to shopping and restaurants. Because of the extremely limited number of available rental properties at this time, even though this house has two additional bedrooms and one additional bath and the added two car garage this is the most comparable property available. Because Ms. Fahy is low income for this area the income calculation is utilized to provide for the greater benefit.

The supplement is calculated as follows:

Replacement Cost	\$74,371.50
Less 30% Gross Income	\$25,402.86
Replacement supplement	<u>\$48,968.64</u>

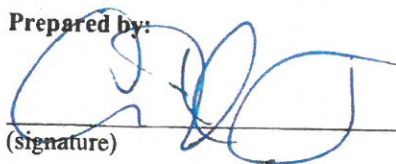
Comparable replacement property data is based on the Residential Comparison Index as per TxDOT ROW Volume 3 Relocation Assistance Manual page 21-5 and 21-6.

Provisions of Last resort Housing apply to this calculation as the supplement payment estimate exceeds \$7,200. It is recommended that the relocation supplement payment in the amount of **\$48,968.64** 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:

  
(signature)

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

8-10-2022  
Date

Approval by:

  
(signature)

Lisa Dworaczyk  
ROW Project Manager

8.10.22  
Date

## Contact Notes

Project Southeast Loop  
Parcel 28  
Name Catherine Fahy (Tenant)

Date	Comments
	Catherine Fahy [REDACTED] 7 [REDACTED] <a href="#">in</a>
7-19-22	Met with Catherine Fahy to discuss here relocation eligibility. I explained her eligibility for a rent supplement and moving. She provided me all needed documentation and income information and I took pictures of displacement site. She is the mother in law of the owner, she does not have a lease agreement when she does not pay rent or utilities. I explained that I would research and prepare a rent supplement but because she does not pay any rent. I explained that I would have to do a fair market rent for her bas rent. She is considered low income for the area and the
	supplement may be based of her income. I explained that that once the supplement is calculated I will be sending out a 90 day letter with the supplement information. I also explained the 30 day letter that they will receive once the parcel is acquired. She said that she understood
08-10-22	90 day letter sent with supplement information.
08-19-22	Called Catherine Fahy to follow up on 90 day letter (left message)
09-01-22	Called Catherin Fahy and discussed rent supplement and moving. She said she was working to get moving estimate and would send me a copy when received.
10-12-22	Catherine Fahy called to say she has moved to her new place. I told her that I would prepare claim documents and get with her.
11-02-22	Met with Catherine to do DSS inspection of replacement dwelling and have her sign claim documents.
11-22-22	Prepared claim package for rent supplement and moving and sent to Sheets and Crossfield for review, approval and payment.