

CLAIM FOR PAYMENT OF

Down Payment
 Housing Supplement
 Rent Supplement

Print or Type All Information - Read Rules on Reverse Side				
1. Name of Claimant(s): <p align="center">Edward Ware</p>	Parcel No.:	102	County: Williamson	
			Project: E. Wilco Hwy Seg 6	
2. Property Acquired by Williamson County By: <input type="checkbox"/> Negotiation <input checked="" type="checkbox"/> Condemnation Address: <p align="center">10777 E Hwy 29 Georgetown, TX 78626</p>			3. Replacement Housing Address: <p align="center">613 East Pecan St. Taylor, Texas 76574</p>	
4. Occupancy of County-Acquired Property From (Date): To (Date of Move): <input type="checkbox"/> Owner-Occupant <input checked="" type="checkbox"/> Tenant <input checked="" type="checkbox"/> House <input type="checkbox"/> Apartment <input type="checkbox"/> Mobile Home <input type="checkbox"/> Sleeping Room			5. Replacement Housing Data (do not complete fields b & c for Rent Supplement)	
			a. Date of Physical Occupancy of Replacement Housing: <p align="center">September 1, 2025</p>	
			b. Filing Date of Instrument of Conveyance: <p align="center">n/a</p>	
			c. Purchase Price of Replacement Dwelling: \$ <p align="center">n/a</p>	
6. Controlling Dates	Mo.	Day	7. Type and Amount of Claim:	
a. First Offer in Negotiations	06	24	a. Housing Supplement: \$	
b. Date Property Acquired			b. Down Payment: \$	
c. Date Required to Move			c. Total Rent Supplement \$ 28016.52	
8. Payment of this claim in the amount shown in Block 7 is requested. I certify that this move was made as a result of the acquisition of property for highway purposes. The information submitted herewith is true and correct and that the dwelling I now occupy meets the standards for decent, safe and sanitary housing to the best of my knowledge and belief.				
10/02/2025		<u>Edward Ware</u> <small>Edward Ware [Oct 2, 2025 10:26:50 CDT]</small>		
Date of Claim		Claimant		
		Claimant		
Spaces Below to be Completed by Williamson County				
Show computations necessitated by previous payments or awards in condemnation on reverse side				
The dwelling at the address under Block 3 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.				
09/30/2025		<u>Michael Knott</u> Inspected By - Signature		
Date of Inspection				
I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment as follows:				
Amount of \$ 28016.52				
Date: 10/02/2025		By: Michael Knott		
		Relocation Agent		
Date: _____		By: _____		
		Williamson County Judge		

RIGHT OF WAY OF TEXAS, LLC

3411 SAM BASS ROAD, ROUND ROCK, TEXAS 78681
(O) (512) 372.6220

MEMORANDUM

October 2, 2025

TO:

Lisa Dworaczyk
Sheets and Crossfield

FROM:

Mike Knott
Right of Way of Texas

SUBJECT:

Relocation Rental Assistance Claim; Request for Payment

Project: E. Wilco Hwy, Segment 6

County: Williamson County

Parcel: 102

Mr. Edward Ware was previously approved for a rental assistance supplement of **\$38,096.52**. Based on the actual cost of his replacement housing, the rental assistance due is **\$28,016.52**.

This payment leaves a balance of **\$10,080.00** in Mr. Ware's approved entitlement, which remains available for use as down payment and closing cost assistance if he purchases and occupies a replacement dwelling within 12 months of his move-out date, pursuant to **43 TAC §21.117** and **49 CFR Part 24**.

Please process payment in the amount of **\$28,016.52** to Mr. Edward Ware.

Supporting Documents Attached:

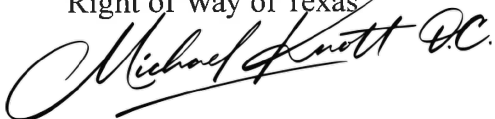
1. Rental Assistance Claim Form
2. Replacement Housing Inspection – Decent, Safe & Sanitary Certification
3. Approved Supplemental Payment Estimate
4. Certificate of Eligibility
5. W-9 (Edward Ware)
6. Texas Lease Agreement and Addendum
7. Replacement Housing Photographs

Please review the enclosed materials at your convenience. Should you require additional information or clarification, I can be reached at **(512) 903-5083**.

Prepared by:

Mike Knott

Right of Way of Texas



Rules

1. Claims for each replacement housing supplement or down payment shall be supported by a copy of the closing statement showing all required signatures and the closing agent's certification that all funds have been disbursed as shown on the closing statement.
2. In addition to the requirement in Item 1 above, **Down Payment** claims shall be supported with a signed and dated statement from the relocation agent showing the basis for his or her determination of the amount of the:
 - a. down payment that would ordinarily be required to obtain conventional loan financing for the replacement dwelling actually purchased by the displacee; and
 - b. down payment that was actually required of the displacee to purchase the replacement dwelling.
3. If the down payment actually required of the displacee exceeds the amount ordinarily required to purchase the dwelling, the claim must be documented with information explaining the reason the extra down payment was required of the displacee.

Computations

(Previous Relocation Payments and Awards in Condemnation)

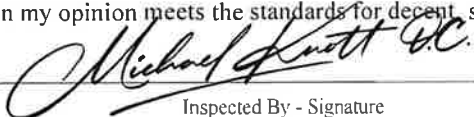
Mr. Edward Ware was previously approved for a rental supplement of \$38,096.52, which was calculated based on comparable rental properties renting for \$1,865 per month (including utilities). The original calculation was $\$1,865 \times 42 \text{ months} = \$78,330.00 - 40,233.48 = 38,096.52$.

Mr. Ware has secured a replacement dwelling with an actual monthly cost of \$1,625 (including utilities). Accordingly, the rental supplement has been recalculated based on the actual replacement housing cost: $\$1,625 \times 42 \text{ months} = \$68,250.00$.

The new calculation is $68,250 - 40,233.48 = 28,016.52$, which represents the actual rental assistance payment due.

This leaves a balance of \$10,080 from the original approved supplement. Pursuant to 43 TAC § 21.117 and 49 CFR Part 24, Mr. Ware remains eligible to apply the remaining amount toward down payment and closing cost assistance for the purchase of a replacement dwelling, provided such purchase occurs within 12 months of his displacement date.

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Edward Ware	Parcel No.: 102	County: Williamson
		Project No.: E. Wilco Hwy
Address: 613 East Pecan St. Taylor, TX 76574		
Number of Displaced Persons in Family: 1	Purchase Price or Monthly Rent: \$ 1,650	
Replacement Dwelling		
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: 916 sq. ft.	No. Rooms: 5	No. Bedrooms: 3 No. Baths: 1
Dwelling Inspection		
<input checked="" type="checkbox"/> 1. Meets all applicable building codes	<input checked="" type="checkbox"/> 6. Has Provisions for artificial lighting in each room	
<input checked="" type="checkbox"/> 2. Has required potable water	<input checked="" type="checkbox"/> 7. Is structurally sound, in good repair and adequately maintained	
<input checked="" type="checkbox"/> 3. Has required kitchen facilities	<input checked="" type="checkbox"/> 8. Has required safe means of egress	
<input checked="" type="checkbox"/> 4. Has required heating system	<input checked="" type="checkbox"/> 9. Has required habitable floor space	
<input checked="" type="checkbox"/> 5. Has required bathroom facilities		
Comments:		
The dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.		
09/30/2025		
Date of Inspection	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.

SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information													
Displacee's Name: Edward Ware				Project E WILCO Hwy Seg 6									
				Parcel No.: 102									
				First Offer in Negotiations (Date): 7-24-2025									
				Occupancy Since (Date): 09-01-2023			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 checked="" type="checkbox"/> Single Family Home <input type="checkbox"/> Mobile Home Site <input type="checkbox"/> Apartment <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: \$ X 30% = \$ See Remarks									
Replacement Property Data													
* Denotes Selected Replacement Property													
Property No.	Total Rooms	No. Bdr.	Apprx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost			
Subject	5	3	1730	1	12	2	1	16					
* 1	5	3	1248	1	13	3	3	20		\$1,865			
2	6	3	1572	1	17	3	3	24		\$2,020			
3	5	3	1206	8	14	3	3	28		\$1,904			
Replacement Housing Supplement													
Replacement Cost \$ N/A Subject Value \$ N/A Supplement \$ N/A													
Rent Supplement													
Actual Rent \$957.94 <u> x 42</u> \$40,233.48			Fair Market Rent \$ N/A <u> x 42</u> \$ N/A			Gross Income \$ <u> x 42</u> \$ See Remarks			Replacement Cost Supplement \$1,865 <u> x 42</u> \$78,330.00				
								Supplement = \$38,096.52					

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)

Subject Property

The subject property parcel 102 is located at 10777 E. Hwy 29, Georgetown, Texas 78626. The property has a house with approximately 1,730 sq.ft. on a large acreage tract of land. The home has frame construction and is on a pier and beam foundation. It consists of 3 bedrooms and 2 baths, kitchen with dining area, and a living room, along with a 2 car detached garage. Interior is comprised of vinyl and carpet flooring. The exterior includes cattle fencing around the property, there is not a yard or landscaping just natural grass. Home is approximately 50+ years and is in fair condition this dwelling is in need of significant repairs, the only heating and cooling in the house is by window units. The displacee, Edward Ware rents this property from Georgetown Prime Estates, LLC., in the amount of \$650.00/mo., utilities are not included in the rent. The utilities at this dwelling are electric, water, trash pickup and septic, the estimated monthly cost for these utilities are \$307.94/mo., using the HUD utility schedule for the area, for a total rent and utilities of \$957.94/mo. The rent for this dwelling is lower than the average rent for a similar size home in this area however, because the subject dwelling is in fair condition and in need of considerable repairs in order to bring full market rent the current rent is reflective of what a fair market rent for a dwelling in this condition should rent for. Income is not being considered because Mr. Ware did not provide the necessary income documentation. Mr. Ware did have a roommate that passed away approximately a year before this acquisition he is currently the only occupant of this house. He currently utilizes one of the bedrooms as an office and the 3rd bedroom is not being used.

Search

Our research using Realtor.com, Zillow, and Trulia found 17 listed 2 and 3 bedroom, 2 bath comparable properties with square footages ranging from 850 sq.ft. - 1,834 sq.ft. and prices ranging from \$1,095 - \$1,800 because of limited rental properties in the Georgetown area and because of the close proximity to the city of Taylor which is where Mr. Ware was looking to move we expanded our search to include the city of Taylor and surrounding area. Several dwellings were not chosen due to condition and amenities compared to the subject, square footage differences, total number of rooms, number of bedrooms, bathrooms or being pending and to far distance from the subject. The following three properties were identified as most comparable to that of the subject.

* Comparable property no.1 is located at 205 Oscar Street, Taylor Texas 76574. This property consists of a 1,248 sq.ft. home with 3 bedrooms, 2 baths, kitchen and living room. Parking is off street but there is no garage. Kitchen features freestanding range, vinyl and wood plank flooring. Exterior features include partial wood fenced yard. The home was built in 1955 and is on a 0.23/ac., lot. Even though this home is approximately 482 sq.ft. smaller than the subject dwelling it is still providing the same number of rooms and the same functionality as the subject dwelling. This home is located 10 miles from the subject. This home is in the Taylor school district. The rent is \$1,595.00/mo., plus utilities \$270.00/mo., using the HUD utility schedule for the area for a total rent and utilities of \$1,865.00/mo.. This home was chosen because of the location to the displacement dwelling and its functional similarity to the subject.

Comparable property no. 2 is located at 2009 N. Lynn Street, Taylor, Texas 76584. This property consists of a 1,572 sq.ft. home with 3 bedrooms, 2 baths, kitchen, living room, dining area and a 2 attached garage. Kitchen features freestanding range, Interior features include ceiling fans, fireplace, tile floors. Exterior features include a nice, fenced yard, covered patio. The home was built in 1976 year and is on an 8,712 sq.ft. lot. Even though this home is approximately 158 sq.ft. smaller than the subject dwelling it is still providing the same number of rooms and the same functionality as the subject dwelling. This home is located 10 miles from the subject. This home is in the Taylor school district. The rent is \$1,750.00/mo., plus utilities \$270.00/mo., using the HUD utility schedule for the area for a total rent and utilities of \$2,020.00/mo.

Comparable property no 3 is located at 128 2nd Ave, Taylor, Texas 76574. This property consists of a 1,206 sq.ft. home with 3 bedrooms, 2 baths, kitchen, dining area, living room and 1 car attached garage. Kitchen features, freestanding range, Interior features include ceiling fans, wood vinyl floors. Exterior features include partially fenced yard. The home was built in 2017 year and is on a 6,360 sq.ft. lot. Even though this home is approximately 528 sq.ft. smaller than the subject dwelling it is still providing the same number of rooms and the same functionality as the subject dwelling. This home is located 12 miles from the subject. This home is in the Taylor school district. The rent is \$1,600.00/mo., plus utilities \$304.00/mo., using the HUD utility schedule for the area for a total rent and utilities of \$1,904.00/mo.

Chosen Comparable

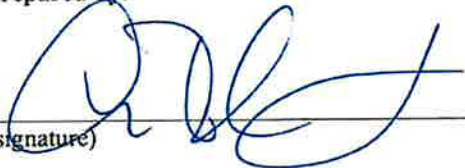
All the comparable properties are functionally equivalent to the subject property and DS&S; however, comparable property 1 is the most comparable because of its functionality and location to the displacement property. The selected comparable rent is \$1,595.00/mo., plus the estimated utilities of \$270.00/mo., for a total rent and utilities of \$1,865.00/mo. Replacement comp rent and utilities \$1,865.00 X 42= \$78,330.00 minus Actual rent and utilities \$957.94 X 42 = \$40,233.48 = Rental Supplement \$38,096.52

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 \$9,570. It is recommended that the relocation supplement payment in the amount of **\$38,096.52** 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 or indirect, present or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

Prepared by:



(signature)

8-22-2025
Date

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

Approval by:



(signature)

8/27/25
Date

Lisa Dworaczyk,
ROW Project Manager
Sheets and Crossfield, PLLC

CERTIFICATION OF ELIGIBILITY

Project: *E Wilco Hwy Seg 6*

Parcel: *102*

Displacee: *Edward Ware*

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.

Edward Ware
Claimant

Date: *8-8-25*

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:

Texas Lease Agreement

This Lease Agreement ("Lease") is entered into on September 01, 2025, by and between Debra Wells ("Landlord"), and Edward Ware ("Tenant").

Leased Property. The Landlord hereby leases to the Tenant the single-family home located at 613 East Pecan St, Taylor, Texas 76574 ("Leased Property").

Term. This Lease shall be for a fixed term, starting on September 01, 2025 ("Start Date") and ending on September 01, 2026 ("Termination Date"). The Tenant will be entitled to possession of the Leased Property beginning on the Start Date and shall maintain possession of the Leased Property until the Termination Date unless terminated through approved methods outlined in this Lease or under Texas law.

The Landlord hereby reserves the right to cancel or terminate this Lease before the Termination Date if the Landlord sells the Leased Property. To exercise this right, the Landlord shall give the Tenant written notice of the Landlord's intention to sell the Leased Property and terminate this Lease. The notice shall prescribe the date by which the Tenant is required to vacate and surrender the Leased Property ("New Termination Date"). The New Termination Date must be at least 90 days after the date of the notice. The Tenant agrees to vacate and surrender the Leased Property on or before the specified New Termination Date. This Lease shall be null and void as of the New Termination Date set forth in the notice.

Rent. The Tenant agrees to pay to the Landlord as rent for the use and occupancy of the Leased Property the sum of \$1,625.00 due on the fifth day of each month ("Rent").

The Rent shall be paid by the following method(s):

Personal Check
Cashier's Check
Cash

The Rent shall be payable to the Landlord, located at 613 East Pecan St, Taylor, Texas 76574. The Landlord can be reached by phone at 512-591-5254 or by email at dwells195460@gmail.com.

If any payment is returned for non-sufficient funds or because the Tenant stops payments, then, after that, the Landlord may, in writing, require the Tenant to pay future Rent payments by cash, cashier's check, or money order.

Non-Sufficient Funds. The Tenant shall be charged \$30.00 as reimbursement of the expenses incurred by the Landlord for each check that is returned to the Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all Late Payments Provisions included in this Lease. All charges will be immediately due from the Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.

The Landlord reserves the right to demand future Rent payments by cash, cashier's check, or money order, in the event a check is returned for insufficient funds. Nothing in this Paragraph limits other remedies available to the Landlord as a payee of a dishonored check. The Landlord and the Tenant agree that 3 returned checks in any 12-month period constitute frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

disconnect, intentionally damage the property, or remove the battery without immediately replacing it with a working battery.

Occupancy of Leased Property. Except as stated otherwise in this Paragraph, only those individuals identified in this Lease as the "Tenant" (including their minor children) may reside in the Leased Property. The individuals identified as the "Tenant" shall sign this Lease. It is explicitly understood that this Lease is between the Landlord and each Tenant signatory individually and jointly. If any one signatory defaults, the remaining signatories are collectively responsible for timely Rent payment and all other terms of this Lease. The Tenant may have up to 5 guests on the Leased Property at any one time. A "guest" shall be considered anyone who is invited by the Tenant to be present at the Leased Property, and who is also not included in the Lease. The Tenant may not have guests on the Leased Property for more than 7 days. No other person shall be permitted to occupy the Leased Property except with the prior written approval of the Landlord.

Use of Leased Property. No retail, commercial, or professional use of the Leased Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such a case, the Landlord may require the Tenant to obtain liability insurance for the benefit of the Landlord. The Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The Tenant is required to obtain the Landlord's approval in writing before bringing pets onto the Leased Property or allowing pets to reside there.

The Tenant must ensure that no actions or activities in or around the Leased Property obstruct or interfere with the rights of neighboring occupants, causing them harm or annoyance, or utilize the Leased Property for improper illegal or objectionable purposes. Additionally, the Tenant must prevent or refrain from creating or allowing any nuisances on the Leased Property, or engaging in any activities that may lead to increased insurance rates, affect fire insurance coverage, or result in the cancellation of any insurance policies for the Leased Property or its content.

Use of the roof and/or the fire escapes by the Tenant and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

Assigning or Subletting. The Tenant may not do any of the following without the Landlord's prior written consent: (1) assign this Lease; (2) sublet all or any part of the Leased Property; (3) allow any person to use the Leased Property other than those uses specified in the Use of Leased Property Paragraph above. Unless the Tenant has obtained the Landlord's prior written consent to assign or sublease, any unapproved assignment or subletting may be deemed invalid by the Landlord, and the Tenant shall continue to remain responsible for all the terms and conditions of this Lease.

Property Maintenance. The Landlord shall have the responsibility to maintain the Leased Property in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability. Except in an emergency, the Tenant is hereby informed that any property maintenance issues, repair requests, or concerns should be reported to the Landlord at 512-591-5254 or dwells195460@gmail.com. A repair request will be deemed permission for entry into the Leased Property by the Landlord or their agents to perform such maintenance or repairs. The Tenant may not place any unreasonable restrictions upon the Landlord or the Landlord's agents access or entry. The Landlord shall have the expectation that the Leased Property is in a safe and habitable condition upon entry.

The Tenant acknowledges that the Leased Property from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the Leased Property and may inconvenience the Tenant. The Tenant agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in Rent. Further, subject to local law, the Tenant agrees, upon request of the Landlord, to temporarily vacate the Leased Property for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to the Leased

Military Termination Clause. In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Leased Property are located; is relieved from active duty, retires or separates from the military; or is ordered into military housing, the Tenant may terminate this Lease upon giving thirty (30) days' written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer reflecting the change that warrants termination under this clause. The Tenant will pay pro-rated Rent for any days he or she occupies the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Leased Property.

Early Termination Clause. The Tenant may, upon 30 days' written notice to the Landlord, terminate this Lease provided that the Tenant pays a termination charge equal to \$0.00 or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 30 day notice period. Termination charge will be in addition to all Rent due up to the termination day.

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer. The Tenant may not be responsible for early termination fees if the Lease is terminated due to military orders as more fully described in Tex. Property Code Section 92.017 and Military Termination Clause herein, family violence as more fully described in Tex. Property Code Section 92.016 or sex offenses as more fully described Tex. Property Code Section 92.0161.

Personal Property Remaining on the Leased Property. It is the Tenant's responsibility to remove all personal property items at the time of vacating the Leased Property. Any items remaining on the Leased Property may be disposed of in the trash or landfill, donated to charitable organizations, or stored and/or sold in accordance with Tex. Property Code Section 54.045(b)-(e) by the Landlord as follows without the Tenant's consent. The Tenant is required to reimburse the Landlord for any expenses or reasonable costs associated with packing, removing, storing, and/or selling the personal property left on the Leased Property after the property was surrendered.

Residential Landlord's Lien. The Landlord will have a lien for unpaid Rent against all of the Tenant's nonexempt personal property. The Landlord may seize any nonexempt personal property if the Tenant fails to pay Rent. The Landlord and the Tenant's rights under the Landlord's Lien are described in Tex. Property Code, Chapter 54, Subchapter C. The Tenant is required to reimburse the Landlord for any expenses or reasonable costs associated with packing, removing, storing, and/or selling the nonexempt personal property. The Landlord may sell or dispose of the property in accordance with the guidelines set forth in Tex. Property Code, Section 54.045.

Governing Law. This Lease shall be constructed in accordance with the laws of the State of Texas.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and comply with strict compliance with every provision of this Lease.

Estoppel Certificate. The Tenant shall execute and return a tenant estoppel certificate delivered to the Tenant by the Landlord or the Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed the Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

Attorney's Fees. If either party to this Lease initiates a legal action or proceeding arising from or relating to this Lease, the party that prevails in such action or proceeding shall be entitled to receive, in addition to any other remedies granted, reasonable attorney's fees, costs, and expenses incurred in the action or proceeding. This

Receipt

By signing above the Landlord hereby acknowledges receipt and the Tenant acknowledges the payment of the following:

Security Deposit: \$1,250.00

Lease Amendment

This Lease Amendment is hereby made and entered into on September 8, 2025 by and between Debra Wells ("Landlord") and Edward Ware ("Tenant").

The Landlord and the Tenant (collectively, "Parties"), have previously entered into a Lease Agreement ("Lease") dated September 1, 2025 whereby the Tenant leased from the Landlord a house located at 613 East Pecan St., Taylor, United States County, Texas 76574, more specifically described in the Lease. The Landlord and the Tenant desire to amend the Lease as described in this agreement.

Agreed Terms:

For and in consideration of the mutual covenants and promises in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

The Landlord and the Tenant both acknowledge and agree that the Lease is currently in effect and that neither party is in breach or default of the Lease.

The Landlord and the Tenant amend the Lease as follows:

Utilities will remain in the landlords name and tenant will be responsible for paying them. See below what tenant will pay. Water, sewer, trash Electricity Cable& internet

Except as specifically amended above, the original terms and provisions of the Lease remain in full force and effect, and both the Landlord and the Tenant affirm and consent to the Lease, as amended in this agreement, and agree to be bound accordingly.

This Lease Amendment can be recorded at the discretion of the Parties, or the Parties can prepare a short form memorandum of this Lease Amendment which can be properly executed and recorded in the Register's Office for United States County, Texas.

All of the terms, covenants and conditions of the Lease as amended to date shall continue in full force and effect, and the same are reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified or conflict or are inconsistent with the terms of this amendment to the Lease, in which event the terms of this amendment to the Lease shall, in all respects, govern and prevail.

This amendment to the Lease shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of the Tenant in violation of any of the provisions of the Lease.

IN WITNESS WHEREOF, this Lease Amendment has been executed on the day and date first above written.

The Landlord:

Debra Wells

Debra Wells

09/19/2025

Date

The Tenant:

Edward Ware

Edward Ware

09/19/2025

Date