Hi Kelley,

I'm attaching the invoice that was sent to Ms. Hinken back in February. The total is \$655.00 for the repairs and meter installation. Ms. Hinken requested that the water be turned off, therefore, there will be a reconnection fee of \$50.00 due as well. This makes a total balance owed of \$705.00 to begin the service

Please let me know if you have any questions

The email address you have for Paul is correct. I'm not sure why it did not go through. Thank you,
Karen Klaus
(512) 629-5717
Paul Klaus
(512) 663-1921

From: Kelley Harris < kelley harris 1@qmail com>

To: p_m_klaus@yahoo.com; 'Karen Klaus' <karenklaus@rocketmail.com>

Cc: dalana goetz@austintitle.com

Sent: Tuesday, August 11, 2015 3:24 PM Subject: FW: 000 Edmonson/ Jade Hinken

From: Kelley Harris [mailto:kelley.harris1@gmail.com]

Sent: Tuesday, August 11, 2015 3:15 PM

To: 'p_m_kaus@yahoo.com'
Cc: 'dalana.goetz@austintitle.com'
Subject: 000 Edmonson/ Jade Hinken

Hi Paul & Karen

We are closing on this property tomorrow. Can we get an invoice so the new buyer can get water service? If you have any questions please feel free to contact myself or Dalana Goetz at Austin Title 512-303-9633. Thank you and I am looking forward to hearing from you soon.

I just tried to send this to Paul, but I believe I had the wrong e-mail address.

<image001.jpg>
Kelley Harris
Realtor
(512) 517-6650
kelley.harris1@gmail.com
Stanberry & Associates Realtors
111 N. Hasler Blvd.
Bastrop TX 78602
FAX 512-581-9985

Informal

TQEC/PUC 1701 N Congress Ave, 7th floor PO Box 13326 Austin, TX 78711-3326

Re: Complaint against Bastrop West Water

Hello.

Last year I went through the subdivision process prior to a sale, which was required by the buyer's lender Bastrop County required the house have its own water service. TCEQ was to determine if the old meter, (& thus the new meter) which had been serviced by BWW since 1983, was in Aqua Water's service area, as per the TQEC maps.

This was an issue for 3 months, so the buyer became my renter & paid for the BWW service in his name. It was ultimately decided between the county & TCEQ that the buyer was required to get service from Aqua Water or a well. He opted for a well, but it was my understanding that he & BWW would be attempting to get an amended CNN after the closing in July.

In November, I discovered that BWW was continuing to provide service to the buyer off my meter. BWW had been ignoring my phone calls, but finally on 12/16/14, Paul Klaus told me that it was between me & the buyer!! He had been allowing the buyer to squat on my meter for about 5 months. The problem came when the buyer denied me access to my own water meter.

I emailed the buyer & BWW on 1/18/15 & when I didn't get a response, sent it certified letter to Paul on 1/22/15, requesting any documentation they had regarding their right to my service.

The buyer had been trespassing on my land 2-3 times to threaten my handyman, who had been trying to replace the second line from the meter to my property. He wound up quitting in the middle of the job. But apparently, Paul Klaus, who had yet to return my calls, emails or letters, told him that BWW could place a second meter on the buyer's property. Still not receiving any response, I emailed them both the evening of 1/30/15, mailed BWW & sent it certified to the Buyer.

On 1/31, the buyer finally emailed me that he would agree to half. The next day, I sent them both an email that I would pay the buyer \$225 towards the water service of his choise, but only after he signed an agreement waiving his claim on my meter. To date, he has neither contacted me nor signed it.

On 2/2, I emailed both of them that I wasn't sure I needed water service. I also decided that the man possibly making an offer would be more assertive in his rights than I have been.

The following day. 2/3, I got an email from Paul Klaus, demanding \$655. Ignoring my letter & emails, he didn't have the courtesy to even call me before trespassing on my land.

- 1). The buyer, & BWW, were legally obligated to terminate his service on my meter on the day of closing, last July. It was mutually self serving; the buyer avoided the costs of putting in his own meter, and BWW got a paying customer when my service was shut off.
- 2). I find it difficult to believe that TQEC refused to allow 168 Edmonson Lane to be considered in BWW's CNN from May til August, but suddenly decides on February 1 or 2 that it will be allowed. I would like some verification from TQEC/PUC that this property in a valid BWW service area.
- 3) On Feb 1, I agreed to pay half, but to be paid ONLY to the buyer & ONLY after the buyer signed a waiver. This he still has not done. BVWW had a copy of that agreement.
- 4). I was on the premises all afternoon on Feb 2 & saw no sign of BWW installing the meter. The buyer made no attempt to inform me of that either
- 5). That same day, I emailed both the buyer & BWW that I wasn't sure I needed to use the meter AND that I was waiting to see if I'd get an offer on the land. Neither party ever attempted to call me, email me or get my permission in writing, although I have called, emailed & sent certified letters to both of them.
- 6). Paul, BWW, is trying to charge \$225 for half the meter charge that I a) specifically stated in writing that I would pay to the buyer & then b) one day later emailed that I wasn't going to need it.
- 7). BWW is trying to charge me \$430 in damages.
 - a. I did not do it.
- b. The handyman had started trying to <u>replace</u> an existing spigot line since January <u>14th</u> I finally had to pay another man to finish it on January <u>30th</u>
 - c That PVC line is over 32 years old
 - d. I was told that the repair was needed around noon on January 29th.
- e. Apparently Paul, BWW, does not have any emergency back-up & neglected to answer his business phone until after dark that day. If Paul had taken his responsibilities more seriously, his costs would have been significantly reduced.
- f. BWW has failed to provide any documentation that his demand reflects the actual costs of a repair.
- g. I am not sure that the BWW easement for my property entitles him to trespass on my land to install a meter for another customer, but courtesy & good business practice would suggest that he at least call prior to doing so.
- h. The buyer's meter looks like it's been there for quite a while. Mine however, is left uncovered &
- 8). BWW may be entitled to damages, but like everyone else, is obliged to seek them from the person responsible. BWW is not empowered to threaten my water service because of their unethical, possibly illegal & irresponsible actions.
- 9). In addition, the water service was not even in my name at the time of the water line break, & as far as I know is not in my name at this time. I may decide differently in a few days, but I specifically stated in my 2/2 email that I do not need water service at this time.

J. Hinken

att: January 17 letter (sent certified January 22) January 30 letter (certified) Hello,

I would like to file a second informal complaint against Bastrop West Water; below is a copy of the letter I mailed 5/12/15

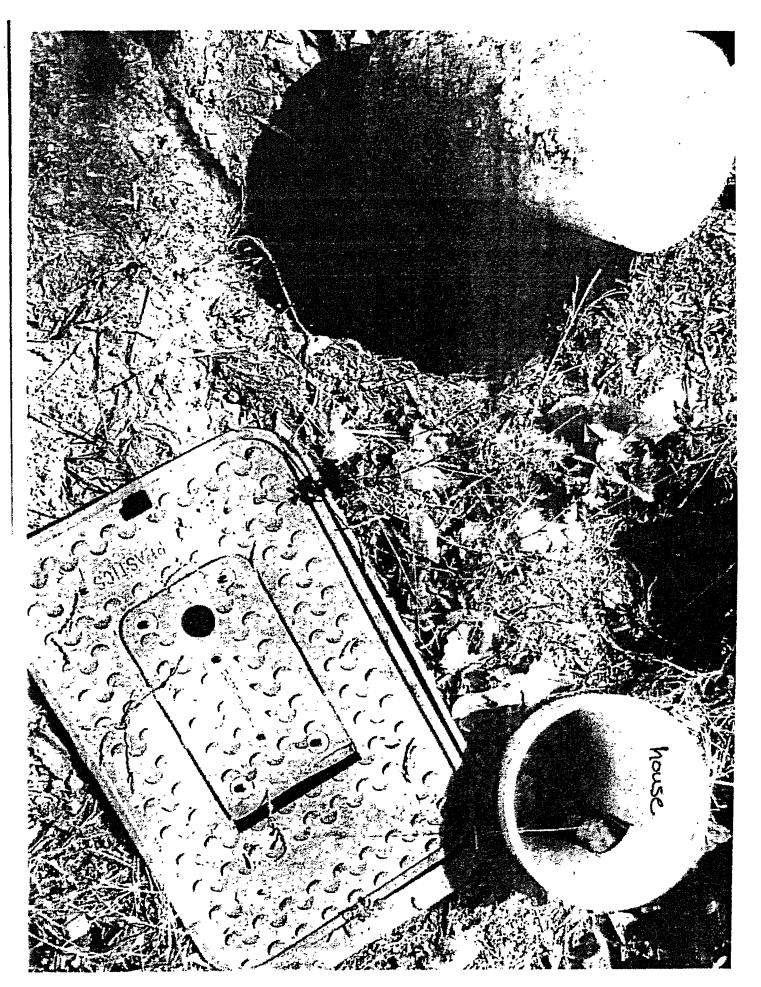
Bastrop West Water has been run & managed more like a dictatorship than like a utility company. I have the following additional complaints:

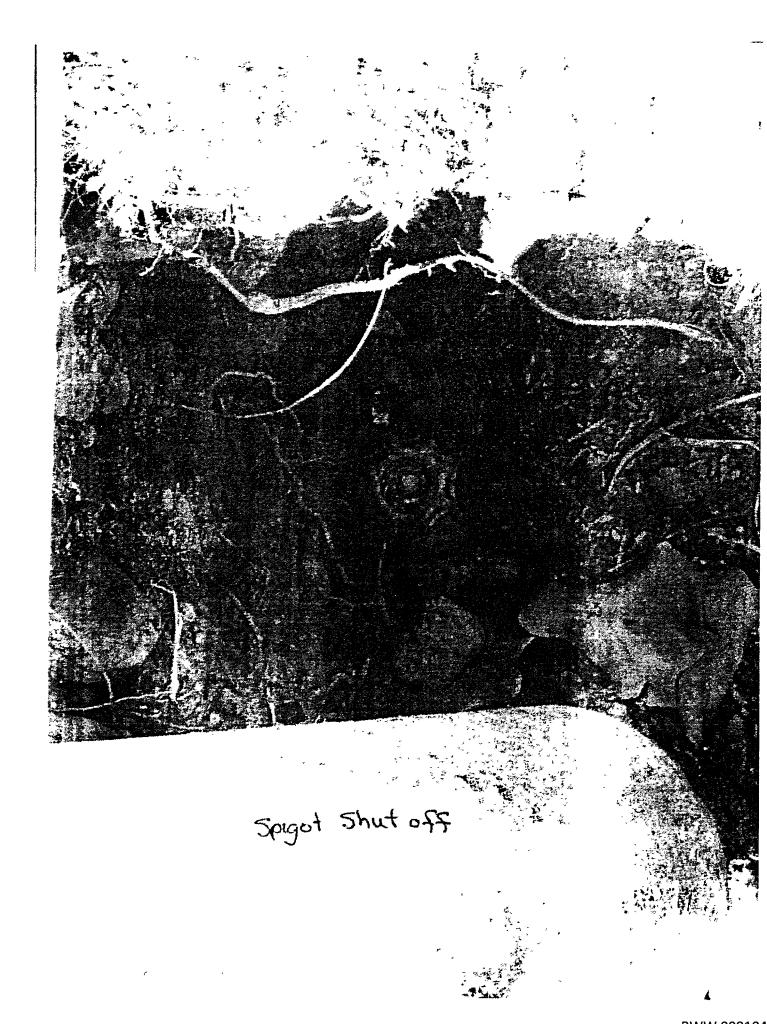
- Since July 2014 BWW has trespassed on my property; NOT to maintain its property, but to collude with the man who purchased a subdivision of the property in using my service meter without my knowledge or authorization.
- On February 2, 2015, BWW trespassed on my property in order to install a new water meter & service for the subdivided property, despite that location not being in the BWW authorized CNN water service area.
- 3. BWW charged me, and continues to try to charge me \$250 for this illegal meter, despite my January 30thcertified letter that I would pay the owner, NOT BWW.& only upon a written release by him from my water meter. That permission was rescinded prior to the meter installation 2 days later with an email to both parties; that release has never been signed.
- 4. BWW fails to run the water utility business in a professional and business like manner. His charges are arbitrary and unsupported with documentation. He fails to respond to emergency repairs in a timely manner. He fails to remove charges that are not justified. He even fails to mail his bills to me.
- BWW has a habit of using blackmail & intimidation to collect its unauthorized charges. Instead of legitimately trying to collect on its (unauthorized & illegal) bill, BWW simply removed the actual meter. Instead of an actual bill or letter, an unsigned, handwritten note was stuffed in the ground where the meter had been situated.
- 6. In January 2007, TCEQ received a complaint against BWW for attempting to collect charges from a new owner for an alleged & undocumented bill from the previous owner. This was a common practice with the West Oak Loops properties.

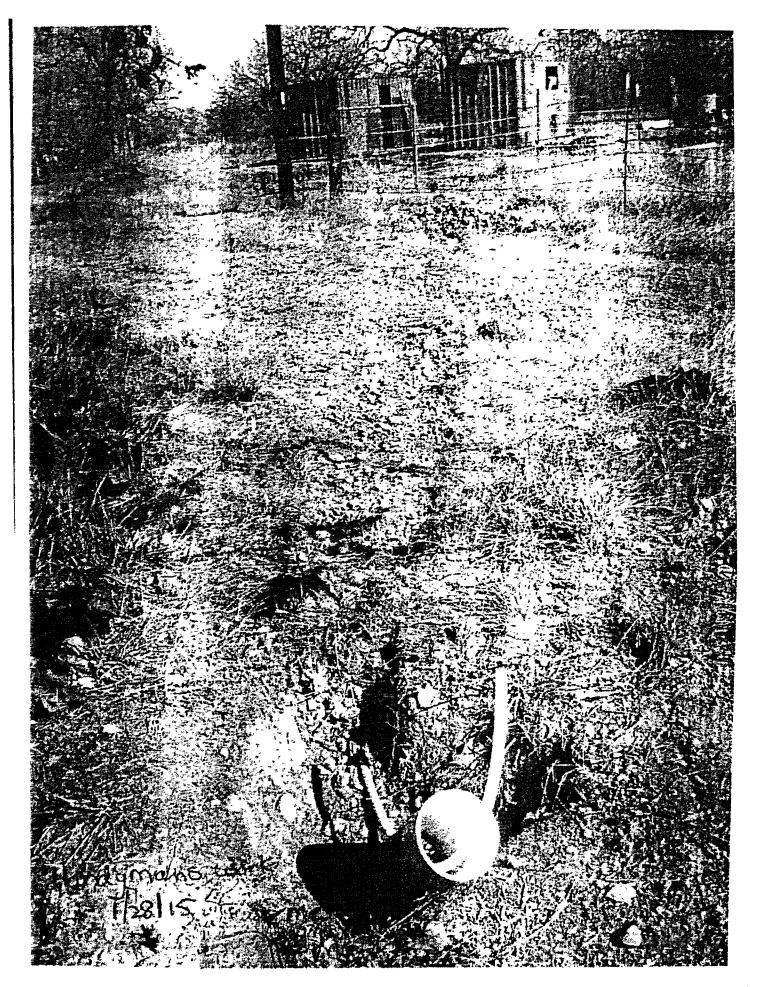
BWW is now attempting to collect \$780 from the party who has signed an offer to purchase my property, claiming it's my bill. NOTE: When I sold this property in July 2014, I did not owe anything to BWW. Without initiating or receiving any water service, I am told (via the realtor) that I owe \$780, up without explanation from \$676.67. Apparently, BWW is charging monthly (twice each month) for water usage without any meter even being in place or service being provided.

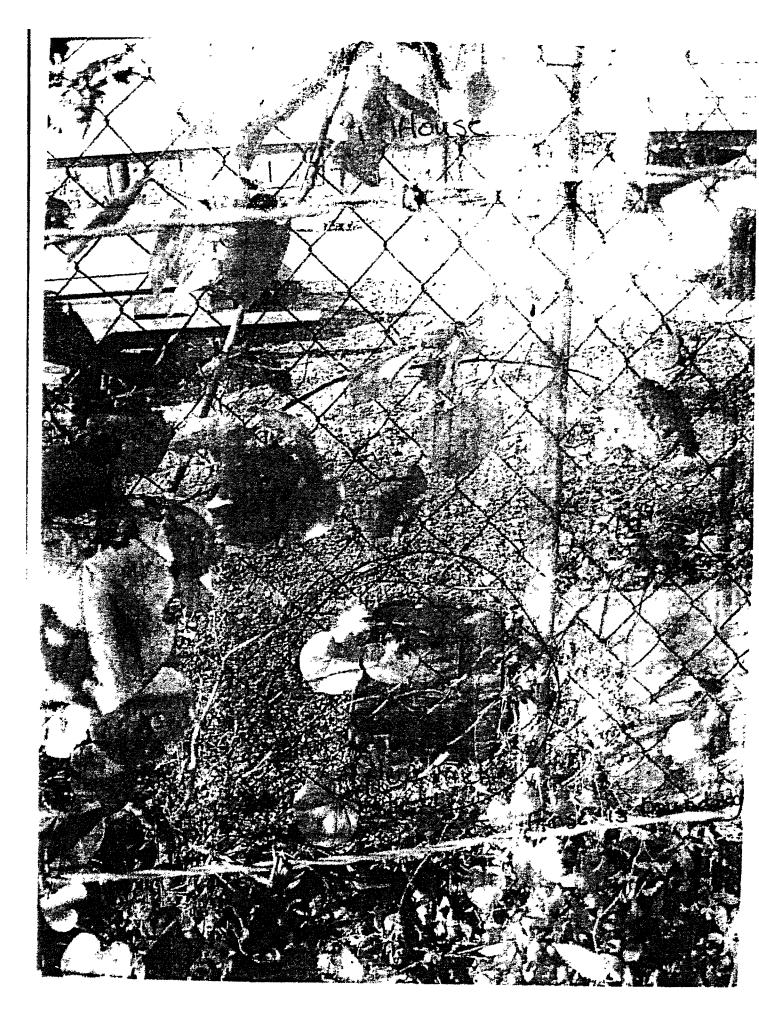
7. Later in 2007, TCEQ received another complaint against BWW for attempting to collect an application fee from a current water service customer.

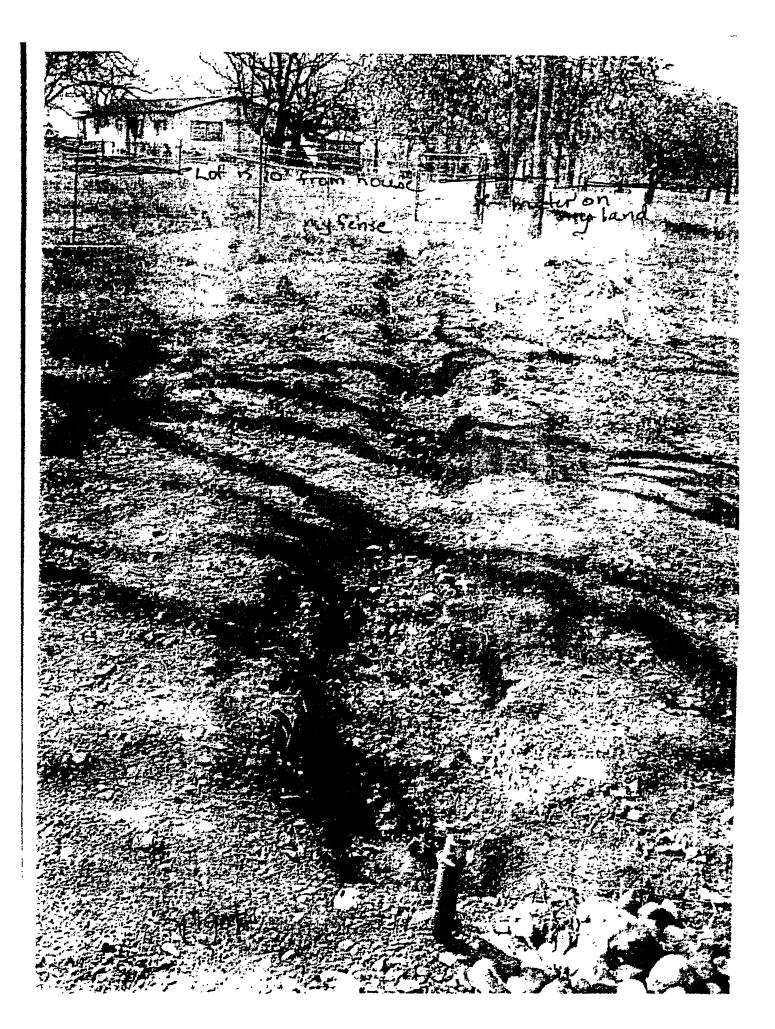
BWW is currently attempting to charge the new owners \$1000 to restoring the stolen meter back to its original location. Not only is this illegal & unethical, but it greatly exceeds the legitimate & authorized application charge of \$450, which was place last February. Bastrop West Water's arbitrary & unsupported practices have most likely cost me the sale of my property. No one wants to own property that is serviced by an unethical water utility. J Hinken











THIS DOCUMENT CONTAINED A BARCODE

UNABLE TO SCAN

TO VIEW DOCUMENT(S) PLEASE GO TO PUC'S CENTRAL RECORDS

(512) 936-7180

RE: Invoice

Monday, February 16, 2015 12:48 PM

From: "T PE" <real@est@hotmail.com>

To: "paul klaus" <p_m_klaus@yahoo.com>

Hello,

During the 1 or 2 days that I emailed my agreement to split the meter costs, I specifically denied any agreement with Bastrop West Water. I agreed solely to pay Jeff Hill & only AFTER he signed the agreement, which he did not sign.

If you feel the man I hired caused you damage, you must work it out with him. His name is Vaughn Stevenson, DBA Hammer & Nail Works, 16102 Stewart Rd, Austin, TX 78734.

Edmonson water service bill

Friday, March 13, 2015 2.24 PM

From: "T PE" <real@est@hotmail.com>

To: "paul klaus" <p_m_klaus@yahoo.com>

March 13, 2015

(sent mail & email)

Paul Klaus Bastrop West Water 231 Mandy Lane Red Rock, TX

Re: Edmonson water meter

I have repeatedly stated that I will not pay your last bill.

My EMAIL agreement to pay for adding a meter to Jeff Hill's property was of two days duration & cancelled by me before the meter was installed. In addition, I stated specifically that I would pay Jeff Hill, NOT you, after he signed a statement, which was not done.

I did not damage your water lines. If you feel there was damage done, you need to contact

Vaughn Stevenson 16102 Stewart Rd Austin, TX 78734.

I specifically stated that I did NOT want or need water service for the month of February 2015. I am not paying for that month.

I will be needing it for the month of March, 2015. I am not sure if I will need it after that. Assume that you should shut it off, unless you hear directly from me before the first af April. Thank you.

J. Hinken

onsumer Experience for Hammer & Nail Works - BBB serving Centr... http://www.bbb.org/central-texas/business-reviews/construction-and-...

Home > Business or Charity Reviews > Construction & Remodeling Services > Hammer & Nail Works

BBB Business Review

CONSUMER COMPLAINTS

THIS BUSINESS IS NOT BBB ACCREDITED.

Hammer & Nail Works

(512) 627-1251

Customer Complaints Summary

1 complaint closed with BBB in last 3 years | 0 closed in last 12 months

Complaint Type	Total Closed Complaints
Advertising/Sales Issues	0
Billing/Collection Issues	0
Delivery Issues	0
Guarantee/Warranty Issues	0
Problems with Product/Service	1
Total Closed Complaints	1

Definitions | BBB Complaint Process | File a Complaint against Hammer & Nail Works
See Trends in Complaints on Hammer & Nail Works | View Complaints Summary by Type Pie Chart on Hammer & Nail Works

Complaint Breakdown by Resolution

Complaint Resolution Log (1)

The Business addressed the issues within the complaint, but the consumer did not accept the response, OR BBB has not heard back from the consumer as to their satisfaction. (1 complaint)

Problems with Product/Service | Read Complaint Details

Additional Notes

Х

Complaint: ***** *************************, DBA Hammer & Nail Works, signed a contract to build a small 560 Sq ft semi portable cabin, to be finished in 9 weeks. 6 weeks later, after he received almost half of his fee & did about 16 hours or less on site, he broke the contract. He claimed to have experience & equipment that he doesn't have. He charged \$3838.32 to drop off 4 used doors & 5 small 2X2' brand X windows. He managed to cut the main water line before locating the shut off valve. He feels entitled to break the contract because he received a complaint that he wasn't putting in 40 hours a week per the contract & unilaterally decided to demand more money for 'time & materials'. I believe he's a scam. He has repeatedly refused to document his charges.

Desired Settlement: He owes me \$8295.00, not to mention additional costs I've had due to his walking off the job without due cause or due cause.

Business Response: In response to complaint from J. *******, assigned ID # ******** Everything in the complaint is a lie or misrepresented. I was contracted to build a small "alternative" house using two 8' x 20'

shipping containers at a price of \$23,700 which included materials and labor. The job started on schedule on 12/29/2014 and was to take between 9 and 12 weeks to complete. I ended our agreement via email on 2/2/2015 (4 work weeks) due to several factors:

The primary reason being that she lied to me about ownership of a water line to be used for the project. The water was her neighbor's line and she had no permission to use it or cut into the line. This was verified to me by her neighbor and the water

2/27/2015

company. It is my understanding that the neighbor has filed a complaint with the Sheriff in Bastrop County. There has been a pattern of erratic behavior and fabrication throughout. I ended the agreement after 4 weeks on the job, not 6 as she states. She had paid \$11,295 for materials and labor. I had delivered both 20' shipping containers, done all foundation work and trenching, placement of the containers, all door and window openings, purchased all doors and windows, trenched and laid a 100' water line up to the meter in question, and numerous other jobs including building a specialty mixer for the papercrete blocks to be used.

Her request of a \$8295 settlement is absurd. The cost of the shipping containers and delivery alone was \$4612. That

amount alone (11295 -4612 = 6683) compared to her settlement request shows you what I am dealing with.

There is no penalty for ending our agreement early stated anywhere in the agreement. I am attaching an final invoice that I sent her via email on 2/6/2015 and certified mail with material and labor cost breakdowns showing a balance owed to me by her of \$2667.32.

Consumer Response: Complaint: *******

I am rejecting this response because:

- 1) I am enclosing a copy of the contract, dated 12/22/14. His quitting date of 2/2/15 is 6 (not
- 4) weeks later. It should have been 2/3 done.
- 2) The contact clearly states that the project was to be completed within 9 weeks. (not 12)
- 3) ****** apparently quit because on January 29th (after starting on January 14th), he

either neglected to shut off the water main &/or broke the water main, which is located on my property (I have the survey to prove it). Email from Utility owner is attached regarding his damages. Nor does his excuse provide a valid reason for quitting a contract. It is also not mentioned in his quitting email of 2/2/15.

- 4) I have attached pictures of the state he left the project; a project he barely started (& poorty executed) that he thinks is worth \$13,962 (\$11,395 & \$2667) or almost 60% payment. I am also enclosing a list of all the materials & labor that was supposed to be included in the project that were not.
- 5) ****** claims he paid \$4612 for the 2 shipping containers. Yet he has repeatedly refused to provide documentation. Two shipping containers comparable in condition are worth between \$2000-\$3000, including shipping. I have more pictures of the interior condition, if you wish them.
- 6). The foundation & trenching he did was insufficient & had to be re-done by my current contractor. The used materials he provided look like they came out of a dumpster (I have pictures). Yet according to him, they're worth \$3838.32; \$440 in phone calls alone.
- 7) When bidding for the job, ****** claimed to have the equipment & prior experience. He spent 8 days off the job building a specialty mixer that he originally claimed he had already owned & then left it halfway built on my property. I doubt he's built a complete structure before. The internet websites list him & his company merely as a bathroom remodeler & demolition company.
- 8) ****** sbid was insufficient to cover all the requirements of his contracted agreement. \$8295 will not begin to cover all the costs to do or re-do the tasks required to finish this project as it was bid, much less the added costs (rental, etc) for the delay.

cc: contract, pictures, (interior, BWW email, list of projects. Quitting email: Unable to attach. Please provide another email for additional attachments. Thank you.)

Regards,

Business Response: In response to complaint #*******

I will respond to her 8 points by number.

1) Contract dated 12/22/2014 states an estimated start date of 12/29/2014 which was accurate.

Start date of 12/29 = 32 days less 4 rain outs =28 days..... 4 work weeks

- It is clearly stated in the contract that the "estimated" time to complete is 9 weeks, and we discussed that it could take up to 12 weeks and would need to be finished by the end of March. There is no penalty in the contract for length of the job.
- 3) A lie regarding all of this. In point 1 she claims a start date in December, but here she

claims I started on 1/14. I started on

12/29 as stated. The water line came loose due at an improperly glued joint by whoever installed it originally, the shut off valve was improperly installed sideways(rather than facing upward) and buried. A brittle outdated pvc pipe broke when trying to dig to access the shutoff valve. Upon this happening I stayed, and after many attempts, was able to reach the water supplier and had the problem resolved. At this time I found out from the supplier and the neighbor that the water bill was in the neighbors name and that Ms. ****** did not have permission to access it. This is in direct opposition to what I had been told by her. In fact, the neighbor told me that he was filing a complaint with the Bastrop Sheriff Dept on Ms. *******. I am attaching a copy of my email to her on 2/2 which ended the relationship.

- 4) All materials that were included in the final bill were at the job site. I have not seen her pictures, but have pictures of my own showing the job site and materials. I will attach them.
- 5) I am attaching the receipt for the 2 "sea-worthy" shipping containers and delivery totaling \$4612.
- 6) The claim of insufficient trenching is a lie. The \$3838.32 she mentions is also a lie. Please see my final invoice which I attached to my 1st response and you will see the amount is clearly stated at \$2653.32. The \$440 she references is not "phone calls alone" as she states but listed on the final invoice under my Labor section for administrative charges (this included ordering and arranging transport of the shipping containers, my time for all phone calls, and a trip to Houston to view shipping containers.
- 7) I did not claim to have the specialty mixer. I said I had access to one. It was unavailable at the time, so I built one, which took 3 days and not the 8 days she claims. I left it at the job site and it was completely built. The blade (also left at the job site) was left unattached for safety reasons during transport. I have 14 years experience as you can see from your BBB records and have successfully completed my jobs.
- 8) I refer you to my final invoice, showing that she owes me \$2667.32. I also refer you to my email to her stating why our relationship was terminated.

Consumer Response: Complaint: ********

I am rejecting this response because:

It was HIS contract. There was no "rain delay" clauses, because there was plenty of interior work

he should have been doing. There was nothing in HIS contract about not using the first week to

start preparing for the project—lining up workers (none), scheduling rentals (making his \$440 phone calls), getting materials & equipment in place (the half finished mixer he made the last week).

He never brought any workers, any supplies, or any tools (other than the mixer, which he wants to charge

\$480 for, after 'giving' it to me). It would have taken 4 months for the papercrete bricks to cure; much less build with them.

Consumer Experience for Hammer & Nail Works - BBB serving Centr... http://www.bbb.org/central-texas/business-reviews/construction-and-...

Now he thinks that he can break his own contract, with no contractual (or valid) reasons for breaking & arbitrarily assigning his own & totally undocumented costs. He thinks he should get

more money for breaking his contract? I don't know if he sent you any receipts, but I haven't received

any. There are no permits in his name for any actual work as a home builder; he is worse than any

mere handyman I've ever hired. I am the daughter of an architect; I know how houses are build.

All anyone has to do is look at the pictures. He left a rusted & dented shipping container, with rotting

floors (sea worthy is the LOWEST quality possible; not even waterproof) & then cut wrong sized holes

in the wrong places, leaving neither a container nor a house & wants over \$13,000. People can find

finished cabins with roofs, walls, cabinets, bathrooms, kitchens, electricity & plumbing on Craigs list

for less than that. Look at his contract & then look at what he delivered.

***He has no experience, expertise or training for building a cabin, much less a papercrete & shipping

container cabin. *** He is a handyman doing bathroom remodels & demolition. He was not even

capable of replacing (not adding) the outside spigot without causing \$450 damages to Bastrop West

Water on January 29th; apparently his inablilty, not his conscience, was his reason for quitting. And

he only quit after I sent him an email requiring him to put in 40 hours/week (not 16 hours in 5 weeks)

I have asked my current contractor for his receipts for the trenching; I can forward pictures, if you require.

•

Regards,

View Complaints Summary by Resolution Pie Chart on Hammer & Nail Works

Industry Comparison | Chart

Construction & Remodeling Services

QUICK LINKS

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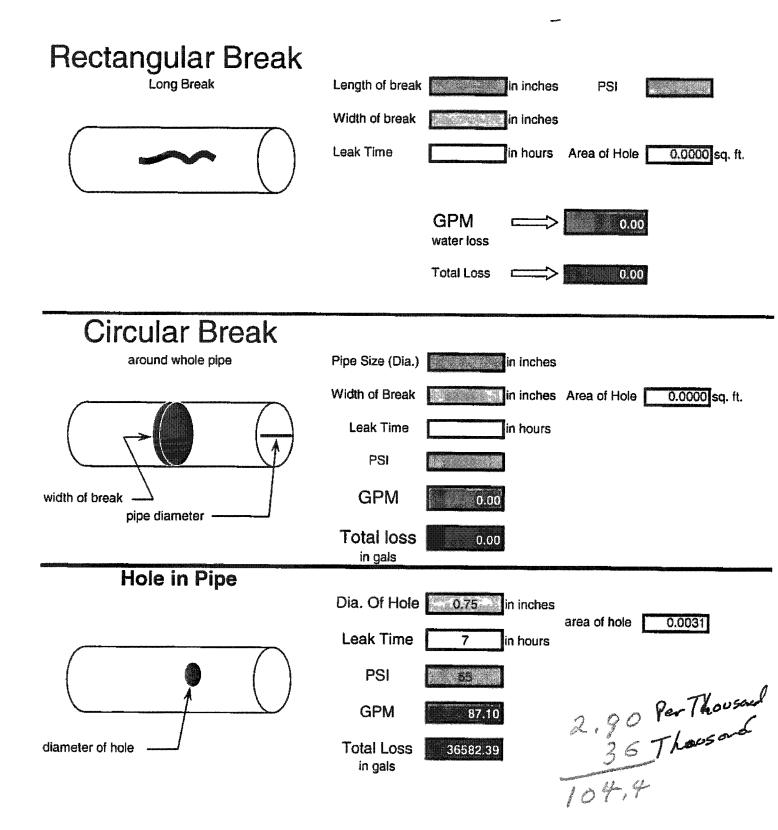
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Submit a Customer Review

See trends in Customer Reviews for Hammer & Nail

Works

35,4 64,	4	Parts	800.00
Curb Stop	4	Total	38,95
Meter Box	•		25.16
1/2" Tee PV		•	2.18
1/2" x 3/4" Buss	Lig PVC	w , , , , , , , , , , , , , , , , , , ,	1.42
3/4" Bross Nipple	a de deservir en		6,25
6 lue + Cleoner	en pe estano una com en	o order a recommendation of	7.97
2') 1/2" PUC Pip	Le	3.	41
1/2" 90° PU			1.45
3 BAgo Bedding	Sind 410	65	3.55EA
8 Hrs Labor 100. Per H. BAck Hoe + Operator			800. F.
2) 3/4 PVC			1.52



FW: 168 - BWW

Friday, January 30, 2015 5 49 PM

From: "TPE prop" < realDest@hotmail.com>

To: "Jeff" <jh@wdfx.net> "paul klaus" <p_m_klaus@yahoo.com>

Hello,

I have not yet received any response from the January 2015 letter I sent certified to Bastrop West water & also as email to Jeff Hill & BWW, in which I asked for any written documents that transferred the water service (easement?) from me to Jeff Hill.

Below, you will find a copy of a letter that I sent certified to Jeff Hill, via regular mail to BWW as well as email.

January 30, 2015

Jeff Hill

168 Edmonson Ln Cedar Creek, TX 78612

Re: Bastrop West Water service

Hello,

My handyman talked to Paul Klaus, BWW, today & he was told that Bastrop West Water cleared up the issue with Aqua Water/TCEQ/BWW that delayed our closing for 4 months last year. Paul Klaus told him that he could put a new meter on your property for \$450, so you would stop using my meter.

Although the current meter is well within the bounds of my property which the James Garron subdivision plat clearly shows and the subdivision plat required you to put in new service on your subdivision property with either Aqua Water or a well, I will agree to pay half of the \$450, just to get this resolved. I am sorry that you understood that you purchased an easement to the water, which is why I have not pursued my legal rights prior to now.

Please get back to me by this weekend, because I will be re-attaching the old spigot replacement.

In addition, I have not said anything about your continuing to use my driveway rather than the new one you just installed last month, but I will ask you again to remove your carpet trash from my carport.

Thank you.

۷:	168	- B	W۷	/ - Y	ahoo	Mai	l
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https://us-mg6.mail.yahoo.com/neo/b/message?sMid=20&fid=Inbox..

J. Hinken

CC: Paul Klaus, Bastrop West Water

RE: 168 - BWW	Sunday, February 1 2015 3:29 PM
From: "TPE prop" <real@est@hotmail.com></real@est@hotmail.com>	
To: "paul klaus" <p_m_klaus@yahoo.com> "Jeff" <jh@wdfx.net></jh@wdfx.net></p_m_klaus@yahoo.com>	
	address and the second control and a second a
Thank you for the response. I'm glad the issue has been resolved. I will get the meter set as soon as I can. Please s	end ma your mailing address.
This is between you & Jeff. I will be giving him a \$225 payment towards the water service of his choice. He will be responsible for the payment of the water service for the house until the service gets disconnected from my meter. This should have been done when he bought the property last Juty.	
Below is a copy of our agreement:	

February 1, 2015	
Jeff Hill agrees to forfeit all claims to the Bastrop West Water service	
meter located in Ms. Hinken's property to the rear of his house & agrees to	
put water service on his property located at 168 Edmonson Lane, Cedar	
Creek, TX 78612. Application process is to start within 2 days of signing	
this agreement & is to be completed no later than March 25, 2015. The	
current water meter line to the house will be removed at that time.	
J Hinken agrees to pay \$225 to Jeff Hill towards the costs of	
installing a new water service of Jeff Hill's choice, simply to expedite this	
process \$100 will be paid upon signing this document and the remaining	
\$125 will be paid on completion.	
Jeff Hill will continue to pay the monthly Bastrop West Water bills	
until the completion of new water service or the termination on March	
25, 2015, which ever is first.	

Date

J. Hinken

Jeff Hill

RE.	IRR	- RWW

Tuesday, February 3, 2015 9 40 PM

From: "TPE prop" <real@est@hotmail.com>

To: "Jeff" <jh@wdfx.net> "paul klaus" <p_m_klaus@yahoo.com>

From: real0est@hotmail.com
To: jh@wdfx.net; p_m_klaus@yahoo.com
Subject: RE: 168 - BWW
Date: Mon, 2 Feb 2015 19:02 07 -0600

I spoke with Paul and let him know that splitting the cost would be OK with me. Please give him a call and let him know that you and I have come to an agreement so that he can move forward as soon as possible and we can put this behind us.

-Jeff Hill

₩i

I had someone come out to see about purchasing the land. I'm going to hold off on the BWW water meter & if he makes an offer, let him deal with it. Also, at this point, not sure I'll be needing it right away.

Ms. Hinken,

As requested, I completed the meter separation on the evening of February 2, 2015. Per the agreement, your cost is \$225.00 payable to Bastrop West Water.

Also, you are responsible for repair costs totaling \$430.00 for the water main break caused by your contractor on January 29, 2015.

Attached you will find an invoice for the charges totaling \$655.00. This invoice is due and payable within 15 days,

Thank you,

Paul Klaus

BASTROP WEST WATER COMPANY

231 Mandy Lane Red Rock, TX 78662 (512) 663-1921 - Paul (512) 629-5717 - Karen

INVOICE FOR SERVICES

TO: Jade Hinken

1006 Wilson Street Bastrop, TX 78602

Water main repairs caused by contractor on January 29, 2015:

Parts: \$ 50.00

Labor: \$275.00

Water Loss: \$105.00

Total: \$430.00

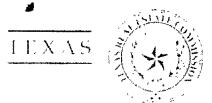
Separation and installation of new meter service per agreement on February 2, 2015:

\$225.00

TOTAL: \$655.00

This invoice is due and payable within 15 days.

Consumer C	omplaint Oper	ing Sheet (pink sl	heet)	
Received Date: I	1/19/15 Region	: 1 - Austin Assig	gned to: Raquel	
Respondent: F	larris, Kelley	License Type: Sales	person	
License/Entity#	#: 405740	Expiration Date:2/29/	16	
Complainant:	Hinken, J			
Complaint #: 1	60485			
Classification C	Code: NONJ - No	on Jurisdiction		
Respondent Vie	olations:			
Additional Res	spondents:			
Name: Violations:	Lic/Entity:	Expiration Date:	License Type:	
Name: Violations:	Lic/Entity:	Expiration Date:	License Type:	
Name: Violations:	Lic/Entity:	Expiration Date:	License Type:	
Name: Violations:	Lic/Entity:	Expiration Date:	License Type:	
Comments/Add	t'l info:			
⊠ NO JURISI	DICTION CLOS	SING CODE: NJN	A - No Jurisdiction not	licensee activity
Jurisdictional Ca	ases:			
☐ DP	SA – Discipline	l Previously for Sim	ilar Activity	
	R – Alternative	Dispute Resolution		
	Date submitted	to ADR:	Date returned from AD	R:
☐ Nec	ed info/docs fron	n complainant Da	te:	
□нО	Investigation -	Priority	Date:	
☐ Fie	ld Investigation:	Investigator:	- Priority	Date:
Attorney approv	al: ac Date: 12/	2/15		
Change Approva	al: Date:		Rev. 7/15/2015	



REAL ESTATE COMMISSION

Detail Office State And

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COMPLAINT FORM H COMPLETING BY HAND, PLEASE PRINT OR TYPE WITH BLACK OR BLLL INK

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For the THE STREET STREET

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AND YOU PREVIOUSLY NOTIFIED THE PERSON OR COMPANY ABOUT YOUR COMPLAINT? YES OWN DID YOU NOTIFY THEM? WRITTEN (attach copies) ORAL (detail each contact) WHAT WAS THE RESPONSE?	Attorney's Name:			
Telephone Number(s): DATE(S) OF TRANSACTION: May 2015 through the present OMPLAINT DETAIL: List the facts of your complaint in the order of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and the start of their occurrence, starting with the earliest date and work or and their occurrence, starting with the earliest date and work or and their occurrence, starting with the earliest date and work or and their occurrence, starting with the earliest date and work or and their occurrence, starting with the earliest date and work or and their occurrence, starting with the earliest date and work or and their occurrence, starting with the earliest date and work or and their occurrence, starting with the earliest date and work or and their occurrence, starting with t	Attorney's Address:			
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RE	LLE/ANT DOCUMENTATION CHECKLIST: (check all that are enclosed)
Γ	Sales contract (front and back)-all pages an all accompanying forms and attachments
X	Lease/rental agreement (front and back)
Γ	Listing/managment agreement(front and back)
Γ	Disclosure statement(s) (e.g. Information about Brokerage Services, Intermediary Relationship Notice, Seller's Disclosure Notice)
Γ	Closing statement (HUD 1)
Γ	Multiple listing service (MLS) printout(s)
Γ	Appraisal(s)
Γ	Inspection report(s)
Г	Photograph(s)
Г	Advertising
Γ	Repair bill(s)
Γ	Receipt(s)
Γ	Canceled check(s) (front and back)
Γ	Monthly statement(s)
X	Correspondence, including demand letter(s) and e-mail(s)
Γ	Judgment/civil lawsuit document(s) (e.g. original petition, settlement document(s))
X	Other (describe): Escrow agreement
SI	GNATURE BLOCK
	 I certify that the information contained herein and all enclosed documents are true and correct to the best of my knowledge.
i	• I understand that a copy of my complaint will be made available to the person or company against whom it is filed and that I may be required to testify at a hearing.
	• I understand that a copy of my complaint and accompanying documentation is subject to public inspection.
	 I understand that neither the Texas Real Estate Commission nor any of its officers or employees can act or wil act as my legal representative or attorney at anytime, and that I am encouraged to retain separate legal counsel
	10/30/15
	Signa(ure Date

PRIVACY NOTICE

In accordance with Chapter 559, Government Code, the following notice about certain information laws and practices is given.

- (1) With few exceptions, an individual is entitled on request to be informed about the information that a state governmental body collects about the individual.
- (2) Under Sections 552.021 and 552.023 of the Government Code, the individual is entitled to receive and review the information.
- (3) Under Section 559.004 of the Government Code, the individual is entitled to have the governmental body correct information about the individual that is incorrect.

TREC Complaint Form (7/2014)

October 31, 2015

TREC

Austin, TX 787

Re: Complaint against realtor

Kelley Harris Stanberry & Assoc Bastrop, TX 78602

I would like to file a complaint against Kelley Harris, who was the realtor for Anastacio & Laura Reyna, who purchased my land in August, 2015. I was out of state at the time of the sale, & it was frustrating that when issues developed, she would not respond to my requests for information, but then would prepare the amendments & require me to immediately drop everything to sign them before the buyers even signed them. But it is her habit of unilaterally deciding that written contracts are what she wants them to be, rather than as they are, that are the real problem.

First: On June 11th, Kelley Harris & her company attempted to coherce me into paying for a new survey, when the original signed offer specifically stated that the Seller was not providing anything but a copy of the one done around 2012.

However, the main problem is her behavior AFTER the sale. She is extremely unprofessioal. She has presented herself as parent, judge, jury, landlord, and now sheriff.

Second: There was/is a problem where Bastrop West Water utility illegally removed the meter from the property, in order to extort money prior to the sale. From the beginning, I have stated I refuse to pay this \$655 bill. I agreed to put the amount of the alleged bill (which has varied on a weekly basis) in escrow until the Formal PUC complaint (45207) has been resolved. (At this point BWW has stated that they did not require anything but a \$50 reconnect fee). The Escrow Agreement I signed states, "All parties must agree on the final amount to be paid to Bastrop West Water Company or if funds are not used...." It also has a clause where the escrow agent may tender the funds into court for settlement, or back to me. Kelley Harris has encouraged escalating harrassment by the owners because I am holding to the terms of the escrow agreement they wrote up.

Third: Part of the sale included a residential lease for me on a couple of small shipping container cabins & a shed until the end of the year. Since the sales, Kelley Harris has decided that her clients are not obliged to honor the Escrow Agreement nor the **Residential Rental** Lease we signed. She continues to send harassing emails to me. Twice she has come out to my leased premises to try to evict me, once leaving a note on my car ordering me off the premises that I am leasing. Note: I gave them notice I was moving into the property on September 23rd (to the owner only). She is not the Owner or landlord or rental agent. I have a signed Residential Lease agreement. On October 12th, I got an email from her stating that because the buyers haven't cashed my \$1 rent payment (#1594, dated 9/7/15) they are entitled to void the lease, immediately, without going through correct legal procedures.

In my opinion, she is not a good realtor. When her clients signed their agreement for no further survey, she did not have the right to inaccurately insist that I provide one. After the escrow agreement was signed at closing, with language she approved before I saw it, allowing me to retain \$655 in escrow until I was satisfied with the amount owed, she followed me, she

threatened me. And finally she very sloppily wrote what apparently the buyers wanted to be a 3 month storage of the house & shed & what I intended to be a place I went to/would stay at on a daily basis on a Residential Lease Agreement form, which they refuse to honor.

At best, she is very inept. At worst, she deliberately used forms & language that put buyer & seller at odds, while implying both sides got what they want, in order to make her sale.

Attachments: Escrow Agreement

Residential Lease Kelley's 10/10/15 note Kelley's 10/12/15 email 6/13/15 email re: survey 所以上落口の社 THE CHAMINE DISTRICT TEMPSION SON ST



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Pr Box 12198

RECEIVED
TEXAS REAL ESTATE COMMISSION

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CASHIER'S SECTION OPERATOR 13 Austin, TX 78711-2188

AND THE PROPERTY OF THE PROPER

From: Brenda Davis

Sent: Monday, November 23, 2015 8:46 AM

To: Karen Long

Subject: FW: Complaint Acknowledgment TREC File #160485 Rec 11/19/15
Attachments: scan- Kelley Escrow p2.pdf; scan- Kelley Res lease.pdf; scan- Kelly note.pdf

Add it no me a.

From: T PE (mailto

Sent: Monday, November 23, 2015 8:35 AM
To: Brenda Davis <Brenda.Davis@trec.texas.gov>

Subject: Re: Complaint Acknowledgment TREC File #160485 Rec 11/19/15

Hello,

Attached is the supporting evidence mentioned in my letter. The 2 emails are forwarded separately. Thank you.

We may request additional information or documentation from you and one of our investigators may interview you.

Standards & Enforcement Services Texas Real Estate Commission P. O. Box 12188 Austin, Texas 78711-2188

The same to the same

ESCROW AGREEMENT

(Continued)

2. South 45 degrees 38 minutes 38 seconds West a distance of 412,06 feet to a 3/4° iron pipe found for the common corner of said Hinken 10,478 Acre tract and 15 601 Acre tract.

 South 45 degrees 27 minutes 55 seconds West a distance of 478.40 feet to a 172" front od found for the Westerly corner of sald Gonzales 10.58 Agre tract;

4. South 47 degrees 58 minutes 09 seconds West a distance of 467.55 feet to the point of beginning, containing 23.392 Acres of land, more or less.

NOTE: The Company is prohibited from insuring the erea or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational antifor identification purposes and does not override item 2 of Schedule B hereof

In connection with the above referenced matter, the undersigned do hereby authorize Escrow Agent to hold momes according to the following terms and conditions:

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The state of the s	Destro	meter than we	Her moster	All postore much	Almost on the fine	I man overet had t	 A 764 3483

Restring the water meter. All parties must agree on the final amount to be paid to Bastrop West Water Company or if finds are not used for the Water installation/restoration, all parties must agree to release the funds to the seller.

- 3. In the event the funds are insufficient, any and all adjustments will be made between the Seller and Buyer,
- 4. The fluids are to be held until September 14, 2015.
- 5 The funds are to be released UNLY upon written notification given by ALL PARTIES.

1. The sum to be excrewed is One Thousand And Mainthi Profess (\$1 non-on-

- (a) In the event no written notification is reversed by Escrow Agent on or pefore the date cited in No. 4 above, Escrow Agent, at its sole election and discretion, shall pay all remaining funds to J. Hinken without recourse or Plathility to Escrow Agent and its unconvirter and without report to the undersigned.
- 7 In the event a controversy arises over said funds. Escrow Agant, at its sole discretion, may tender the funde into court for settlement, after deducting its attorney's fees court costs, and escrow fees, if any, which have account.
- 9. The undersigned agree to save and hold harmless Escrow Agent and its underwriter from any liability analog under and as a result of this Escrow Agreement, and further agree that the Escrow Agent may, at its option, require the receipt, and release and authorization in writing of at parties before paying money or cellivering or redailvering documents or property to any party or to fix it parties. Escrow Agent shall not be liable for any interest or other charges on the indicate him doy't.

CHARLES WELKERY CHARLES PROPORTION

Austin Title

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
(NOTICE: For use only when SELLER occupies the property for no more than 90 days AFTER the closing)
SELLER'S TEMPORARY RESIDENTIAL LEASE

12 05-2011

	SELLER S TEMPOHAMA HESIDENTIAL LEASE
1.	PARTIES: The parties to this Lease are Anastacio A. Reyna, Laura P. Reyna
	(Landford) and
2,	LEASE: Landlord leases to Tenent the Property described in the Contract between Landlord as Buyer and Tenent as Seller known as 000; Edmonson Ln. Cedar Creek, TX 78612 (address).
3,	TERM: The term of this Lease commences on the date the sale covered by the Contract is closed and funded and terminates
4,	HENTAL: Tenant shall pay to Landlord as rental \$ n/a per day (excluding the day of closing and funding) with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
ð.	DEPOSIT: Tenant shall pay to Landlord at the time of funding of the sale \$ 1.00 as a deposit to secure performance of this Lease by Tenant. Landlord may use the deposit to satisfy Tenant's obligations under this Lease. Landlord shall refund any unused portion of the deposit to Tenant with an itemized list of all deductions from the deposit within 30 days after Tenant (a) surrenders possession of the Property and (b) provides Landlord written notice of Tenant's forwarding address.
6.	UTILITIES: Tenant shall pay all utility charges except
7.	USE OF PROPERTY: Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
8.	PETS: Tenant may not keep pets on the Property except
	CONDITION OF PROPERTY: Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in the condition required under the Contract, except normal wear and tear and any casualty loss.
10.	ALTERATIONS: Tenant may not alter the Property or Install improvements or lixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord.
11.	SPECIAL PROVISIONS: This leane is only good for the 2 containers, storage shed 4 contents. The rent will be \$1.00 total. Landlord is not responsible for any damage or theft to these items. If these items are not removed by December 1, 2015 they become the property of the landlord and tenant forfaits rights to the items and premises.
	Tenant must give at least 24 hour notice to landlord before entering the premises.
12.	INSPECTIONS: Landlord may enter at reasonable times to inspect the Property. Tenant shall provide Landlord door keys and access codes to allow access to the Property during the term of Lease.
13.	LAWS: l'enant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
	REPAIRS AND MAINTENANCE: Except as otherwise provided in this Lease. Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code, Tenant shall promptly repair at Ienaul's expense any during to the Property caused directly or indirectly by any act or omission of the Lenault or any person other than the Landlord, Landlord's agents or invitees.
TAR	910) 12 05 2011 Initialed for identification by Landlord / / and Tenant H. TREC NO. 15-5
nc. (5)	2) 517-5630 Fax (512) 591 7985 Kelley Harris Avi Edmen sen C.

Phon

000, Edminson Ln.

Produced with alphorma by sipLogic 18070 Filtern Mile Road, Flaser, Michigan 48020 www.tick.com.com

Seller's Temporary Residential Lease	000, Edmonson Ln <u>Cedar Creek, TX 78612</u> Page 2 of 2 12-05-2011 [Address of Property]		
Tenant. This indemnification includes alterna	d from the claims of all third parties for injury or damage to party arising from the use or occupancy of the Property by ey's fees, costs and expenses incurred by Landlord		
16. INSURANCE: Landlord and Tenant shall each party may deem appropriate during the	each maintain such insurance on the contents and Properly as term of this Lease. <u>NOTE:</u> CONSULT YOUR INSURANCE AGENT; SELLER AS TENANT MAY CHANGE INSURANCE POLICY		
 DEFAULT: If Tenant fails to perform or of notice by Landlord, to commence and default. 	bserve any provision of this Lease and fails, within 24 hours after dligently pursue to remedy such failure, Tenant will be in		
 TERMINATION: This Lease terminates p Tenant's default under this Lease. 	upon expiration of the term specified in Paragraph 3 or upon		
19. HOLDING OVER: Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$ n/a per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.			
20. ATTORNEY'S FEES: The prevailing party is	n any legal proceeding brought under or with respect to this Lease evailing party all costs of such proceeding and reasonable		
21. SMOKE ALARMS: The Texas Property Co within the Property at Landford's expense. smoke alarms.	ode requires Landlord to install smoke alarms in certain locations Tenant expressly walves Landlord's duty to inepect and repair		
22. SECURITY DEVICES: The requirements not apply to a residential lease for a term of 9	of the Texas Property Code relating to socurity devices do		
23. CONSULT YOUR ATTORNEY: Real estate	e licensees cannot give legal advice. This Lease is intended to be a do not understand the effect of this Lease, consult your attorney		
24. NOTICES: All notices from one party to the hand-delivered at, or transmitted by facaimile	the other must be in writing and are effective when mailed to, or electronic transmission as follows:		
To Landlord: Anastacio A. Reyna	To Tenant: J. Hinken		
Laura F. Reyna	1718 Labrador Rd		
489 Colorado	Oregon WI 53575		
Cedar Creek TX 78612	annowal announcement and a second announceme		
Telephone: (512) 431-1837	Telephane: (608) 296-3995		
Facsinite:	ورب و مسو		
Ejmall	E-mail		
2- Inton			
Landlord Anastaclo A. Reyna	Total		
	Tellant J. Illantian		
Landloid Laura F. Rayna	Tenant		
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AR-1910) 12-05-2011	TREC NO. 15-5		

Produced with zipForm® by zipLogic 18670 Filteen Mila Road, Frater, Michigan 48026 | www.zipLegic.com

690 Edmenson La,

BWW 000143

Stanberry & Associates

10/10/15

Down Mo Hinten,

you are required to give the owner of this property 34 hour motice this has not been done you need to move your car uninvestible; thank you for your Rapid Warre

Kelley Herin

From:

Brenda Davis

Sent:

Monday, November 23, 2015 9:16 AM

To:

Karen Long

Subject:

FW: edmondson survey File 160485

From: T PE [mailto

Sent: Monday, November 23, 2015 8:51 AM
To: Brenda Davis <Brenda.Davis@trec.texas.gov>

Subject: Fw: edmondson survey

Hi,

Below is a June 13, 2015 email

From: T PE

Sent: Saturday, June 13, 2015 2:43 PM

that have the

To: Blake Kaiser;

Subject: RE: edmondson survey

I got a call from the surveyors office today. The survey provided is not an accurate survey for the remaining property. The contract calls for the Seller to provide a survey. The survey provided is not stamped and is for a larger tract of land so the legal description and field notes would not apply.

This contract needs a new survey.

Hello,

I looked over the signed Offer to Purchase for Edmonson Ln. In regards to the Survey, the language requiring the survey is closed out (& initialed by all parties); only the Affidavit is required. In addition, #4 is checked stating no survey is required & that the buyers had accepted the survey I provided.

I talked to James Garon; he stated updating the survey would cost about \$425 & take 1 to 1.5 weeks.

Plus it's rather strange that this request didn't come from the buyer's realtor.

So if the buyers want a new survey, it is up to them to arrange for it. Thank you.

From:

Brenda Davis

Sent:

Monday, November 23, 2015 9:16 AM

To:

Karen Long

Subject:

FW: Voided Lease File 160485

Importance:

High

- + i _ + + >

From: T PE [mailto

Sent: Monday, November 23, 2015 8:53 AM To: Brenda Davis <Brenda.Davis@trec.texas.gov>

Subject: Fw: Voided Lease

Importance: High

Hello,

Here is a 10/12/15 email

From: Kelley Harris <

Sent: Monday, October 12, 2015 10:07 AM

To: 'T PE'; 'Anastasio'

Cc: 'Bill Stanberry'; 'Sharon Rosshirt'; 'Blake Kaiser'

Subject: Voided Lease

Hello Ms. Hinken.

Since your payment of the lease was never received by the new owners the option to lease is here by withdrawn.

Kelley Harris



From:

Karen Long

Sent:

Thursday, December 03, 2015 12:19 PM

To:

Subject:

Re: TREC File # 160485

Attachments:

160485.Hinken.NJNA.pdf

The attached document is a letter informing you of the determination made regarding the above referenced matter.

If you have any questions or wish to discuss the determination that was made, you may contact this office at (512)936-3005 and reference the file number.

Karen Long Administrative Assistant Texas Real Estate Commission Standards & Enforcement Services

Tel: 512-936-3005 Fax: 512-936-3809