

AGREEMENT TO VACATE THE PREMISES

This Agreement to Vacate the Premises is hereby entered into between:

Property Owner: Fort Bend County

Occupier of Property: FIRST BAPTIST CHURCH OF ROSENBERG

Collectively "the parties"

Whereas Fort Bend County "the County" has recently accepted a deed from the prior property owner Attack Poverty a Texas non-profit organization for "the property" located at 1117 1st Street Rosenberg, Texas;

Whereas the First Baptist Church of Rosenberg, a Texas non-profit corporation ("FBCOR") currently occupies all or a portion of "the property" pursuant to an agreement with the prior property owner (Attack Poverty);

Whereas "the parties" wish to resolve and finally settle all issues regarding the right to possess" the property by entering into this Agreement to Vacate the Premises,;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the County and FBCOR hereby agree as follows:

1. The FBCOR agrees to completely vacate the property, which shall include the removal of all furniture and personal property that belong to it, on or before the 31st day of M a r c h , 2 0 2 5 . If FBCOR fails to timely vacate the property the County may immediately proceed to exercise all remedies available as otherwise provided by law.
2. FBCOR affirms that any furniture and personal items remaining in or on the premises after it vacates that belong to the FBCOR may be discarded, destroyed or disposed of in any manner the county sees fit.
3. FBCOR agrees to hold the County harmless against all liability in the retaking of the property and the disposing of all furniture and personal items.
4. **Utilities.**
Water, garbage, gas and electric utilities shall be provided by the County with the cost of such utilities to paid by FBCOR to County equivalent to 29% of the total cost of utilities. The County shall provide an invoice for such cost of utilities for each month. FBCOR shall pay the invoice within fourteen (10) days of receipt of same.

5. Condition.

FBCOR HEREBY ACCEPTS THE PROPERTY "AS IS" AND ACCEPTS IT IN ITS PRESENT CONDITION. FBCOR ACKNOWLEDGES AND STIPULATES THAT THERE IS NO WARRANTY BY THE COUNTY, EXPRESS OR IMPLIED, THAT PROPERTY IS FIT FOR A PARTICULAR PURPOSE, OR FREE FROM ANY DEFECTS. FBCOR ACKNOWLEDGES AND STIPULATES THAT FBCOR IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE CONDITION OF THE PROPERTY BUT IS INSTEAD RELYING ON IT'S OWN EXAMINATION OF THE PROPERTY. Upon termination of this Agreement, FBCOR shall surrender the property to the County in the same condition as at the time of execution of this agreement, normal wear and tear excepted..

6. Repairs and Maintenance.

The County shall keep and maintain, or cause to be kept and maintained all grounds, buildings and improvements on the property in a good state of appearance, repair and condition during the term of this agreement, including but not limited to the yard, trees and shrubs, unless otherwise required by the Texas Property Code. However, FBCOR shall promptly repair at its expense any damage to the property caused directly or indirectly by an act or omission of the FBCOR or any person other than the County, County's agents, servants or representatives while on the property.

7. County's Right of Entry.

- (a) FBCOR shall permit County or County's agents, representatives or employees to enter the property at any time, and from time to time, for the purposes of: (1) conducting inspections to determine whether FBCOR is in compliance with the terms of this Agreement; (2) determining the general condition of the property; (3) commencing any emergency or non-emergency repairs for the property'
- (b) Lessee shall provide, at no cost to the County, access codes and keys to all locks placed on buildings, gates, and restricted access areas to allow County access to the property during the Term of this Agreement.

8. Termination.

Termination by County:

The County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:

- (a) FBCOR fails to perform any of its duties or obligations under this Agreement within the timeframe(s) provided by County.

(b) FBCOR fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.

(c) FBCOR otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

The County shall notify FBCOR in writing of the alleged Default in reasonable detail ("Notice"). Upon receipt of said Notice, FBCOR shall have opportunity to cure such Default within the time specified in the Notice by County. If Lessee fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.

Termination by FBCOR: FBCOR may voluntarily terminate this Agreement at any time prior to the end of any term upon sixty (60) days prior written notice to County. FBCOR shall notify County in writing no later than 48 hours after Lessee vacates the Leased Premises.

Upon termination of this Agreement for any reason, FBCOR shall surrender and vacate the Leased Premises within the time prescribed by County and shall further pay any utilities due at the time of termination, including any pro-rated amounts due.

(a) **Compliance.** In performing its obligations under this Agreement, FBCOR shall comply with all applicable federal, state, county, or city laws, rules, and regulations. FBCOR shall not use the property, or any part thereof, for any use or purpose in violation of any valid and applicable law, rule, regulations, or ordinance of the United States, the State of Texas, County of Fort Bend, or other lawful authority having jurisdiction over the property or FBCOR's activities. FBCOR may not assign this Agreement or sublet any part of the Leased Premises except to Dove Nest Ministries. Any further attempt to sublet or assign by FBCOR shall be void and of no effect.

9. **Notices.** All notices required or permitted under this agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail by certified mail, return receipt requested or when properly addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the Parties as follows:

If to FBCOR

First Baptist Church
P.O. Box 906
Rosenberg, Texas 77471

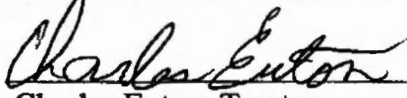
If to COUNTY:

Fort Bend County Attorney's Office
Attn: County Attorney
401 Jackson St., 3rd Floor
Richmond, Texas 77469

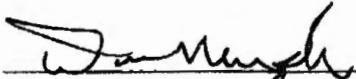
FBCOR shall promptly notify County in writing of any change to FBCOR's contact information above.

FIRST BAPTIST CHURCH OF ROSENBERG

Date: 9/29/24

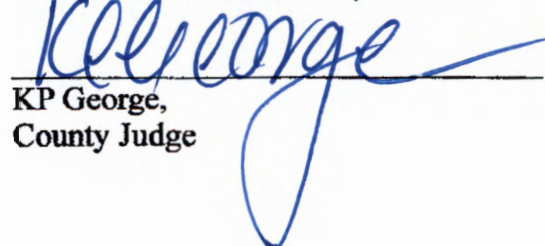

Charles Euton, Trustee


Troyce Bennett, Trustee


Dennis Murph, Trustee

FORT BEND COUNTY, TEXAS

Date: October 8, 2024


KP George,
County Judge