

ASSIGNMENT AND FIRST AMENDMENT TO AND RESTATEMENT OF  
REAL ESTATE SALES CONTRACT AND LEASE  
FOR THE PROPERTY LOCATED AT  
216 BRANSOM ST, BURLESON, TX 76028

This Assignment and First Amendment to and Restatement of the Real Estate Sales Contract and Lease dated November 11, 2021 (the "Agreement") (an executed copy of which is attached hereto as Exhibit "A") is entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and between the City of Burleson, Texas ("City"), a Texas home rule municipal located in the counties of Johnson and Tarrant, State of Texas, by and through its City Manager, and BBCB Property, LLC ("BBCB"), a Texas limited liability company, acting by and through its duly authorized Managing Member, Rocky Bransom, or such other duly authorized officer or agent of BBCB, and First Baptist Church Burleson ("FBC"), by and through its duly authorized officer or agent of FBC. In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WHEREAS, the City and BBCB entered into the Agreement whereby in exchange for good and valuable consideration specified in the Agreement City agreed to sell and convey the real property commonly known as 216 Bransom St located in Burleson, Johnson County, Texas and more fully described in the Agreement (the "Property") to BBCB; and

WHEREAS, in the Agreement BBCB granted the City a temporary license and right to occupy the Property through March 31, 2023, and that the City would provide certain insurance coverage on the Property during the Post-Closing Use Period; and

WHEREAS, BBCB has sold and transferred the Property to FBC subject to the Agreement; and

WHEREAS, the parties desire to amend the Agreement by revising it to read as set forth below, with all other terms to remain unchanged.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Upon BBCB selling and transferring the Property at closing pursuant to the real estate contract between BBCB and FBC, BBCB hereby assigns the Agreement to FBC and shall be treated as Buyer under the Agreement.
2. **Amendment of Section M.14. "Post-Closing Use of the Property".** Section M.14. of the Agreement titled "Post-Closing Use of the Property" is hereby amended and replaced to read as follows:

"M.14. Post-Closing Use of the Property.

M.15.a. Period of Post-Closing Use; Type of Use. From and after the occurrence of the Closing, Buyer will grant Seller a temporary license and right to occupy and use the Property through June 30, 2023 ("Post-Closing Use Period"). Seller's use of the Property during the Post-Closing Use Period is limited to the same uses for which the Property was used before Closing. Seller may terminate its right to occupy and use the Property before the end of the Post-Closing Use Period.

M.15.b. Possession of Property Surrendered Without Further Notice from Buyer; Condition of Property Upon Surrender. Seller will surrender possession of the Property to Buyer at the end of the Post-Closing Use Period with no further notice provided by Buyer and in broom clean condition. Seller may surrender possession of the Property to Buyer before the end of the Post-Closing Use Period by notifying Buyer in writing.

M.15.c. Insurance Coverage. Seller will maintain the following coverages on the Property during the Post-Closing Period:

M.15.c.i. Commercial property insurance written on a causes of loss—special form (formerly known as "all risks" form) covering all personal property, fixtures, and leasehold improvements in and on the Property, and naming Buyer as "Building Owner Loss Payable."

M.15.c.ii. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Seller's operations within the Property, with an Indemnification under Contract endorsement, and having limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

M.15.c.iii. Business auto liability insurance written on an occurrence basis and having a combined single limit of not less than \$1,000,000.

M.15.c.iv. Workers' compensation insurance in the statutory amount and employer's liability insurance having limits of not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 bodily injury by disease for entire policy. Both policies must have a waiver of subrogation in favor of Buyer.

M.15.c.v. Deliver certificates of insurance and copies of any additional insured and waiver of subrogation endorsements to Buyer at or before Closing and thereafter at least ten days before the expiration of the policies.

M.15.d. Ad Valorem Taxes During the Post-Closing Use Period. Buyer agrees to reimburse Seller for any ad valorem taxes against the Property during Buyer's occupation and use of the Property."

3. Address under the Agreement. In accordance with Section M.1., FBC's address for notification purposes is as follows:

First Baptist Church Burleson  
317 W Ellison St  
Burleson, Texas 76028.

4. **Effect of Amendment.** All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

*[Signature pages to follow.]*

**The City of Burleson, Texas,  
a Texas home rule municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF JOHNSON

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by Bryan Langley,  
known personally by me to be the City Manager of the City of Burleson, on behalf of said city.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
City Attorney

**BBCB Property LLC,  
a Texas limited liability company**

By: \_\_\_\_\_

Name: Manager Rocky Bransom

Title: Manager

Date: 3/13/2023

STATE OF TEXAS  
COUNTY OF Johnson

This instrument was acknowledged before me on Feb 13, 2023 by Rocky Bransom, known personally by me to be the Member Manager of BBCB Property, LLC, on behalf of said company.

[Notary Seal]



K Turner  
Notary Public, State of Texas

First Baptist Church Burleson

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on March 9, 2023 by Christopher Cass, known personally by me to be the Executive Pastor of First Baptist Church Burleson, on behalf of said company.



Marilyn Mccrory  
Notary Public, State of Texas

**Exhibit “A”**

**Real Estate Sales Contract**