

9235 Edgebrook
Houston, Texas 77075

713-941-2924
713-941-8932f

+ \$20,000 ROOF REPAIR
PER MILES MARKS



AGREEMENT TO MOVE BUILDING

This Agreement is made and entered into this 9/24/2021, by and between Cherry House Moving Company, Inc., herein referred to as "Cherry", and Miles Marks, herein referred to as "Owner", for the move of one (1) building located at 11199 FM 149 South - Montgomery, Texas 77316, to be relocated to Owner's property at 202 Prairie St. - Montgomery, Texas 77356.

CONDITIONS AND TERMS OF DELIVERY

The parties hereby agree and acknowledge that Cherry agrees to do the following work:

1. Remove any and all masonry portions of building as necessary to perform below stated work.
2. Remove exterior and interior doors and windows in the cut line area. Where these items are removed by Cherry, they are NOT to be reinstalled by Cherry.
3. **NOTE: May be necessary to remove lower portion of front porch, not to be replaced by Cherry, for obstructions along moving route.**
4. Cut all or a portion of roof structure, remove shingles and decking above cut line, and build a temporary wall at cut-line. Cherry is to number each rafter above and below cut line. Portion of roof structure to be removed from building to be determined by Cherry after full inspection of moving routes. A portion of exterior siding will be disturbed by this above stated work and will not be reinstalled by Cherry.
5. Cut building into two sections.
6. Prior to cutting building, remove or cut interior trim, wall coverings, exterior siding, electrical components, plumbing, Formica, interior doors, paneling, ceramic tile, and floor furnace, etc., if any, in the cut line area of building as deemed necessary by Cherry. **It is agreed and acknowledged by Owner that these items are not to be re-installed by Cherry under this agreement. Cherry cannot and does not make any representations as to whether these materials are salvageable and**

whether its efforts in salvaging these materials will be successful. However, any of these materials removed in the cut line area that are salvaged will be delivered with the building. Any of these materials not removed in the cut line area will be cut with the building.

7. Build temporary wall in cut line area of building.
8. Load the building now located at above referenced location.
9. Move the building to above stated location.
10. Provide, install and place building on a level foundation consisting of 4" x 16" x 16" concrete base pads, 8" x 8" x 16" hollow concrete foundation blocks and 8" x 16" x 2", 3" and/or 4" concrete cap blocks. Foundation settings may be 1 base and 2 or 3 blocks in height on 7' centers or better on all load bearing sills. Concrete cap blocks, wood and/or steel shims may be used to accommodate for variance in ground elevation and floor structure. Existing foundation materials to be transported to receiving site and reused as deemed acceptable by Cherry. Any additional foundation materials deemed necessary by Cherry will be furnished by Cherry at **Owner's additional expense.** (See attached drawing, if applicable)
11. Structurally re-tie the building in the cut line area only, to include floor joists, floor sills, top and bottom plate, studding, sub-floor, ceiling joist, rafters and wind bracing. The methods and materials to be used are at Cherry's sole discretion which is hereby acknowledged and agreed to by Owner.
12. Reinstall portions of roof structure removed and delivered as mentioned in Item 4. Rafters, studding, wind bracing, where cut by Cherry, to be spliced by Cherry using 1"-dimensional lumber on cut line. (Shingles and decking are not to be reinstalled under terms of this contract.) Cherry will cover building with tarp like material to protect building from inclement weather. **However, Owner and Cherry understand and agree that inclement weather may cause Cherry to be only partly successful in protecting building from water damage.** Tarp like material, or other supplement material, to be left on building in order to allow Owner the opportunity to repair or replace, or install in its entirety, decking, roofing, and/or shingling existing on building.
13. **At Owner's request and at Owner's additional expense,** Cherry will repair and/or replace any rotted floor joists and sills located in the building at an additional labor cost of \$10.00 per linear ft. for floor joists and \$20.00 per linear ft. for sills. **Cost of these materials to be at Owner's additional expense.** Exterior siding, where removed by Cherry will not to be replaced by Cherry. Porches and masonry portions of building that are

removed are not to be reinstalled by Cherry.

14. **At Owner's request and at Owner's additional expense**, Cherry will install Auger type tie-downs at \$75.00 each or 4" x 6" tie-posts at \$450.00 each.
15. Cherry will furnish labor, equipment, moving permits, escorts, worker's compensation, and general liability insurance to complete contract.

It is agreed and acknowledged that Owner:

1. **Is responsible to furnish any required foundation and/or building permit(s), to include Montgomery permits.** Owner will also provide disconnects to building, as necessary to move building.
2. Is responsible to ensure that the building meets any and all applicable city, county, municipal, or state codes or ordinances.
3. **Owner is responsible for removing/reinstalling metal roofing for above stated work.**
4. Is responsible for the care and maintenance of the building from the time the building is delivered to the site to include but not be limited to taking any and all steps necessary to protect the structural integrity of the building to include the roof and exterior walls and structures.
5. Is to prepare the new location site on or before delivery date as specified by Cherry and to stake the four (4) corners of the proposed building location.
6. Is responsible for providing proper ingress and egress onto the property and agrees to be responsible for any cost incurred due to Owner's failure to provide such ingress and egress; **to include trimming/cutting limbs/trees at sites and along route as necessary for above stated work.**

The parties further agree and acknowledge that Cherry is not responsible:

1. For contents of building, disconnection of utilities, removal/relocation of porches, removal/relocation of steps, removal/relocation of canopies, removal of exterior skirting, reinstallation of fences, plumbing electrical, floor coverings, fences around building, floor furnace if any, sheet rock, tile, exterior siding, minor roof damage, exterior doors, gutters, screens, porches, fireplace/furnace, rutting of ground at either location, windows, or interior of buildings;

2. For any and/or all back due taxes, liens, legal encumbrances, deed restrictions, foundation permit, elevation of lot, or site preparation of either location;
3. To insure that the building once delivered and assembled at the delivery site/location meets any applicable city, county, municipal, or state codes or ordinances regarding the structure;
4. For damages to the building to include but not be limited to plumbing, electrical, floor coverings, fences around building, floor furnace, sub-flooring, sheetrock, tile, exterior siding, minor roof damage, Formica, shrubbery and /or landscaping, interior or exterior doors, gutters, screens, porches, fireplace, rutting of ground at either location, windows, or interior of building;
5. For the installation of any covering to the building to include but not be limited to the roof, any overhangs, and exterior walls and structures;
- 12.
13. For the preservation and condition of this building in the event of damage caused by fire, vandalism or Acts of God; and
14. For any and all back due taxes, liens, legal encumbrances, deed restrictions, foundation permit(s), elevation of lot, or site preparation at the new location.

Scheduling and time frame for this project will be controlled solely by Cherry. Owner understands that delays due to inclement weather or other unfavorable conditions should be expected and will alter Cherry's schedule accordingly.

Cherry reserves the right to deem this contract null and void, if in the Cherry's opinion there are obstacles and/or circumstances that would make it unfeasible to deliver the above referenced building or complete this contract. In this event all down payments on the building will be refunded, but the Owner understands and agrees that any title company or other charges or fees the Owner has incurred will be at his/her own expense and Cherry will not be responsible for reimbursement of these costs.

CHERRY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, except as to its performance as set forth in this Agreement. Cherry neither assumes nor authorizes any person to assume for Cherry any other liability in connection with the sale or use of the building sold, and there are no oral agreements or warranties collateral to or affecting this agreement. CHERRY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

OWNER ACKNOWLEDGES, AFFIRMS AND ACCEPTS THAT CHERRY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, except as to its performance as set forth in this Agreement. Cherry neither assumes nor authorizes any person to assume for Cherry any other liability in connection with the sale, CONSTRUCTION or use of the building, and there are no oral agreements or warranties collateral to or affecting this agreement. CHERRY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

Owner has the right to examine the building on arrival and has fifteen (15) days from the date the building is delivered to the site to notify Cherry of any claim for damages and/or complaint regarding the condition of the building or Cherry's performance/work product. The notice must specifically set forth the basis of the claim. Failure to provide this notice to Cherry within the stipulated period of time or to set forth specifically the basis of Owner's claim will constitute irrevocable acceptance of the building and the services provided by Cherry.

Owner hereby agrees to protect, indemnify, save and hold Cherry harmless from any and all claims demands, causes of action, and lawsuits of each and every character and kind that may arise out of the performance of this Agreement, including but not limited to Owner's failure to adhere to, meet, and/or conform with any and all city, county, municipal, or state codes or ordinances, from or incident to the subject matter of this Agreement contemplated hereunder, whether or not caused by the sole, joint or concurrent negligence of Owner, Cherry, or third parties.

This Agreement embodies the entire Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties regarding the transaction and the house in question. No variation, modification or alteration of the terms of this Agreement shall be binding upon any party unless set forth in writing and executed by all parties.

Any dispute between the parties arising from this Agreement which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction. The prevailing party in any legal proceeding related to this Agreement is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

The obligations set forth herein may be enforced in any court with jurisdictional authority in Harris County, Texas.

NOTICE: YOU ARE RESPONSIBLE FOR SATISFYING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND FOR READING AND UNDERSTANDING THIS AGREEMENT. ONCE YOU EXECUTE THIS AGREEMENT YOU WILL BE CONSIDERED TO HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ITS TERMS AND CONDITIONS. IF YOU FAIL TO MEET THESE TERMS AND

CONDITIONS YOU COULD BE IN DANGER OF LOSING YOUR INTEREST IN THE BUILDING. BE SURE AND KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

TERMS AND CONDITIONS OF PAYMENT

Owner agrees to pay Cherry the total sum of **\$52,500.00 (Fifty-two thousand five hundred dollars)** plus the cost of materials used on the Project to include blocks, pads, and if applicable tie-downs/posts, sills and floor joist materials, and footage cost for sills and joists, payable as follows:

Payment Arrangements:

1. Down Payment of \$17,500.00 due upon signing of contract;
2. Second payment of \$17,500.00 due upon delivery of building (as defined by Cherry); and
3. Third payment of \$17,500.00 due upon completion of work.
4. Final payment - Cost of materials used on job and if applicable cost of tie-downs/posts, footage price for sills and/or floor joists, and material costs for same as determined by Cherry.

Agreed to this day: _____

Cherry House Moving Company, Inc.

By: _____

Name: Jim Wooten

Title: Estimator

Owner

By: _____

Name: Miles Marks

Mailing Address: 11199 FM 149 South, Montgomery, TX 77316

Phone Number: (281) 932-3062

Email: miles.marks@gmail.com

Contract will be null and void if not signed and returned to Cherry House Moving Company, Inc. within thirty (30) days from date of execution by Cherry House Moving Company, Inc.