



# FLOWERS DAVIS

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\* BOARD CERTIFIED, PROPERTY OWNERS ASSOCIATION LAW  
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## VIRGINIA D. YOUNG

DANIEL C. ROSS

June 30, 2022

Udo Birnbaum and Occupant(s) of the Property  
540 VZ County Road 2916  
Eustace, TX 75124

Delivered Via: CMRRR 7014 2120 0001 7709 2678 and USPS regular mail

Re: Notice to Vacate Property at 540 VZ County Road 2916 Eustace, TX 75124

Dear Mr. Birnbaum and any other Occupants of the above referenced Property:

Our law firm represents CSD Van Zandt LLC, and I am writing you regarding the property located at 540 VZ County Road 2916, Eustace, TX 75124 (the "Premises"), which you currently live in as a tenant at will. Enclosed with this letter is a notice to vacate the property immediately.

If you have any questions, please contact me at (903) 534-8063 or [crk@flowersdavis.com](mailto:crk@flowersdavis.com).

Sincerely,

Corey R. Kellam,  
Attorney-at-Law

**NOTICE TO VACATE PREMISES**

**TO: UDO BIRNBAUM AND ANY TENANTS OR PARTIES IN POSSESSION OF THE REAL PROPERTY COMMONLY KNOWN AS 540 VZ COUNTY ROAD 2916 EUSTACE, TX 75124 (the "Premises").**

**YOU ARE HEREBY NOTIFIED:**

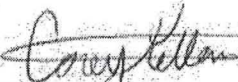
Notice is hereby given and demand is hereby made that you vacate the Premises by the 30<sup>th</sup> day after the date of receipt of this notice. Specifically, you are demanded to vacate as our client, CSD Van Zandt LLC, hereby terminates your tenancy at will. This notice is given and demand is made as provided in sections 24.005 and 91.001 of the Texas Property Code, copies of which are enclosed.

If you do not vacate the premises before the 30<sup>th</sup> day after the date of receipt of this notice, we, on behalf of our client, CSD Van Zandt LLC, will institute a forcible detainer suit against you. You are advised that, in addition to the other remedies available to our client, a judgment may be entered against you, including attorney fees and costs of suit, as provided in section 24.006 of the Texas Property Code, a copy of which is also enclosed. You are also advised that unless you vacate the premises within this period, CSD Van Zandt LLC intends to pursue any and all legal remedies it may have against you in a court of appropriate jurisdiction.

**YOU ARE REQUIRED, BEFORE THE 30<sup>TH</sup> DAY AFTER YOUR RECEIPT OF THIS NOTICE, TO VACATE AND DELIVER UP POSSESSION OF THE PREMISES TO CSD VAN ZANDT LLC, OR THE UNDERSIGNED WILL PROMPTLY BEGIN LEGAL PROCEEDINGS FOR POSSESSION OF THE PREMISES.**

Dated: June 30, 2022

FLOWERS DAVIS, P.L.L.C.  
1021 ESE Loop 323, Suite 200  
Tyler, Texas 75701  
Phone: (903) 534-8063

By:   
\_\_\_\_\_  
Corey R. Kellam  
State Bar No. 24083297

*ATTORNEY FOR CSD VAN ZANDT LLC*

PROPERTY CODE

TITLE 4. ACTIONS AND REMEDIES

CHAPTER 24. FORCIBLE ENTRY AND DETAINER

**Sec. 24.005.** NOTICE TO VACATE PRIOR TO FILING EVICTION SUIT. (a) If the occupant is a tenant under a written lease or oral rental agreement, the landlord must give a tenant who defaults or holds over beyond the end of the rental term or renewal period at least three days' written notice to vacate the premises before the landlord files a forcible detainer suit, unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. A landlord who files a forcible detainer suit on grounds that the tenant is holding over beyond the end of the rental term or renewal period must also comply with the tenancy termination requirements of Section 91.001.

(b) If the occupant is a tenant at will or by sufferance, the landlord must give the tenant at least three days' written notice to vacate before the landlord files a forcible detainer suit unless the parties have contracted for a shorter or longer notice period in a written lease or agreement. If a building is purchased at a tax foreclosure sale or a trustee's foreclosure sale under a lien superior to the tenant's lease and the tenant timely pays rent and is not otherwise in default under the tenant's lease after foreclosure, the purchaser must give a residential tenant of the building at least 30 days' written notice to vacate if the purchaser chooses not to continue the lease. The tenant is considered to timely pay the rent under this subsection if, during the month of the foreclosure sale, the tenant pays the rent for that month to the landlord before receiving any notice that a foreclosure sale is scheduled during the month or pays the rent for that month to the foreclosing lienholder or the purchaser at foreclosure not later than the fifth day after the date of receipt of a written notice of the

name and address of the purchaser that requests payment. Before a foreclosure sale, a foreclosing lienholder may give written notice to a tenant stating that a foreclosure notice has been given to the landlord or owner of the property and specifying the date of the foreclosure.

(c) If the occupant is a tenant of a person who acquired possession by forcible entry, the landlord must give the person at least three days' written notice to vacate before the landlord files a forcible detainer suit.

(d) In all situations in which the entry by the occupant was a forcible entry under Section 24.001, the person entitled to possession must give the occupant oral or written notice to vacate before the landlord files a forcible entry and detainer suit. The notice to vacate under this subsection may be to vacate immediately or by a specified deadline.

(e) If the lease or applicable law requires the landlord to give a tenant an opportunity to respond to a notice of proposed eviction, a notice to vacate may not be given until the period provided for the tenant to respond to the eviction notice has expired.

(f) Except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.

(f-1) As an alternative to the procedures of Subsection (f), a landlord may deliver the notice to vacate by securely affixing to the outside of the main entry door a sealed envelope that contains the notice and on which is written the tenant's name, address, and in all capital letters, the words "IMPORTANT DOCUMENT" or substantially similar language and, not later than 5 p.m. of the same day, depositing in the mail in the same

county in which the premises in question is located a copy of the notice to the tenant if:

(1) the premises has no mailbox and has a keyless bolting device, alarm system, or dangerous animal that prevents the landlord from entering the premises to affix the notice to vacate to the inside of the main entry door; or

(2) the landlord reasonably believes that harm to any person would result from personal delivery to the tenant or a person residing at the premises or from personal delivery to the premises by affixing the notice to the inside of the main entry door.

(f-2) Notice to vacate under Subsection (f-1) is considered delivered on the date the envelope is affixed to the outside of the door and is deposited in the mail, regardless of the date the notice is received.

(g) The notice period is calculated from the day on which the notice is delivered.

(h) A notice to vacate shall be considered a demand for possession for purposes of Subsection (b) of Section 24.002.

(i) If before the notice to vacate is given as required by this section the landlord has given a written notice or reminder to the tenant that rent is due and unpaid, the landlord may include in the notice to vacate required by this section a demand that the tenant pay the delinquent rent or vacate the premises by the date and time stated in the notice.

Acts 1983, 68th Leg., p. 3515, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 891, Sec. 1, eff. Sept. 1, 1985; Acts 1989, 71st Leg., ch. 688, Sec. 3, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 2, eff. Sept. 1, 1997.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1198 (S.B. 1367), Sec. 1, eff. January 1, 2016.

PROPERTY CODE

TITLE 8. LANDLORD AND TENANT

CHAPTER 91. PROVISIONS GENERALLY APPLICABLE TO LANDLORDS AND  
TENANTS

**Sec. 91.001. NOTICE FOR TERMINATING CERTAIN TENANCIES.**

(a) A monthly tenancy or a tenancy from month to month may be terminated by the tenant or the landlord giving notice of termination to the other.

(b) If a notice of termination is given under Subsection (a) and if the rent-paying period is at least one month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) one month after the day on which the notice is

given.

(c) If a notice of termination is given under Subsection (a) and if the rent-paying period is less than a month, the tenancy terminates on whichever of the following days is the later:

- (1) the day given in the notice for termination; or
- (2) the day following the expiration of the period

beginning on the day on which notice is given and extending for a number of days equal to the number of days in the rent-paying period.

(d) If a tenancy terminates on a day that does not correspond to the beginning or end of a rent-paying period, the tenant is liable for rent only up to the date of termination.

(e) Subsections (a), (b), (c), and (d) do not apply if:

(1) a landlord and a tenant have agreed in an instrument signed by both parties on a different period of notice to terminate the tenancy or that no notice is required;  
or

- (2) there is a breach of contract recognized by law.

Acts 1983, 68th Leg., p. 3625, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 200, Sec. 3, eff. Aug. 26, 1985.

PROPERTY CODE

TITLE 4. ACTIONS AND REMEDIES

CHAPTER 24. FORCIBLE ENTRY AND DETAINER

**Sec. 24.006. ATTORNEY'S FEES AND COSTS OF SUIT.** (a) Except as provided by Subsection (b), to be eligible to recover attorney's fees in an eviction suit, a landlord must give a tenant who is unlawfully retaining possession of the landlord's premises a written demand to vacate the premises. The demand must state that if the tenant does not vacate the premises before the 11th day after the date of receipt of the notice and if the landlord files suit, the landlord may recover attorney's fees. The demand must be sent by registered mail or by certified mail, return receipt requested, at least 10 days before the date the suit is filed.

(b) If the landlord provides the tenant notice under Subsection (a) or if a written lease entitles the landlord to recover attorney's fees, a prevailing landlord is entitled to recover reasonable attorney's fees from the tenant.

(c) If the landlord provides the tenant notice under Subsection (a) or if a written lease entitles the landlord or the tenant to recover attorney's fees, the prevailing tenant is entitled to recover reasonable attorney's fees from the landlord. A prevailing tenant is not required to give notice in order to recover attorney's fees under this subsection.

(d) The prevailing party is entitled to recover all costs of court.

Acts 1983, 68th Leg., p. 3516, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1985, 69th Leg., ch. 891, Sec. 1, eff. Sept. 1, 1985; Acts 1989, 71st Leg., ch. 688, Sec. 4, eff. Sept. 1, 1989; Acts 1997, 75th Leg., ch. 1205, Sec. 3, eff. Sept. 1, 1997.