

Donation of Personal Property Agreement

This Donation of Personal Property Agreement ("Agreement") is entered into and effective this 11th day of June, 2019, whereby **WELLS FARGO BANK, N.A.**, ("Donator"), agrees to donate to Clay County ("Charity") and Charity agrees to receive from Donator the personal property listed in Exhibit A, attached hereto ("Property"), subject to the terms and conditions contained herein.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Donator hereby transfers title of the Property to Charity, based on the following:

1. **Title.** Title to all Property described in Exhibit A to this Agreement shall pass to Charity upon execution of this Agreement.
2. **Warranty.** CHARITY AGREES TO ACCEPT THE PROPERTY "AS IS" WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES AS TO THE CONDITION OF THE PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. CHARITY ACKNOWLEDGES THAT IT HAS MADE THE SELECTION OF THE PROPERTY BASED ON ITS OWN INSPECTION AND DUE DILIGENCE AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON REPRESENTATIONS OR STATEMENTS MADE BY THE DONATOR. Donator hereby represents and warrants to Charity that Donator is the owner of said Property, that said Property is free and clear of all liens, charges, and encumbrances, and that Donator has the full right, power and authority to transfer title to said Property. Charity shall indemnify Donator and hold Donator harmless from any claims against Donator relating to the Property.
3. **Pick-Up Site.** The Charity will take possession of the Property no later than the Pick-Up Date, as defined in Section 4(b) below, at a place and manner agreed to by the parties as stated in Exhibit A.
4. **Charity Pick-Up Obligations.**
 - a. Donator's liability for delivery shall cease, and all risk of loss or damage shall pass to Charity, upon Donator making the Property available to Charity as of the Pick-Up Date, regardless of the actual date Charity takes actual possession of the Property. Property held by Donator after the agreed upon Pick-Up Date shall be at Charity's risk and expense. Charity is responsible for packing and loading the Property. Charity shall pay all packing, packaging, loading, transportation, export, customs and insurance costs.
 - b. Charity shall pick-up the Property no later than the 12th day of July, 2019 (the "Pick-Up Date"). If Charity fails to take possession of the Property as of said Pick-Up Date, Donator shall have the option of hiring a third-party to deliver the Property, at Charity's sole expense, to Charity at the following address:

214 N Main St
Henrietta, TX 76365

5. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Texas, irrespective of the laws of conflict. Venue for all action shall be in Henrietta, Texas.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the Property and supersedes all prior representations and agreements, written or oral, between the parties. Neither party will be bound nor liable to the other party for any representation, promise or inducement made by any agent or person in the other's employ that is not embodied in this Agreement.
7. **Authorization.** Both parties warrant and represent that the undersigned individuals hold legal capacity to bind their respective entities into this Agreement and nothing further is required to pass title to the Property as provided herein.
8. **Damage to Premises.** Charity shall indemnify and be fully liable to Donator for any damage to the Donator's premises caused by the removal of the Property from the premises. Any such damages shall be paid by Charity within 15 days of Donator's submission of an invoice to Charity.

"CHARITY"

Clay County _____

By: Mike Campbell _____

Name: Mike Campbell _____
Mike Campbell County Judge

Title: County Judge _____

Date: Jun 26, 2019 _____

"DONATOR"

WELLS FARGO BANK, N.A.

By: John Paradise _____

Name: John Paradise _____

Title: Contracts Manager _____

Date: Jun 26, 2019 _____

EXHIBIT A

The following Property shall comprise the Property being conveyed to Charity under the Agreement:

The Property shall be picked-up by Charity, no later than the Pick-Up Date, at the following address:

210 N Bridge St
Henrietta, TX 76365

The Charity shall make whatever arrangements are necessary to take possession of the Property during the following business hours and manner of pick-up:

Monday - Friday 9 a.m. to 5 p.m.

Other requirements:

1) Barber Shop Bench from old Hotel which was in Clay County, 2) framed blanket with Clay County Brands and buildings

