

TO THE CITY OF HENRIETTA

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LETTER OF APPROVAL

This letter of approval is given by Clay County ("County") to the City of Henrietta ("City").

WHEREIN, both the County and the City are co-owners of Trust Property within the jurisdictional boundaries of the City.

BY THIS LETTER, the County gives its approval to the City to demolish and clear any structure on Trust property within the city boundaries, deemed by the City to be dilapidated, substandard, or unfit for human habitation and is a hazard to the public health, safety and welfare; and


THAT the County does not accept any responsibility or liability for the demolition, clean-up, or disposal of any structure on Trust property.

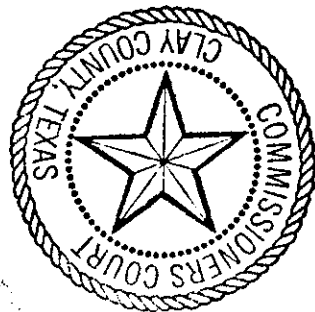
THAT the demolition will take place only after the Redemption Period for the property has elapsed;

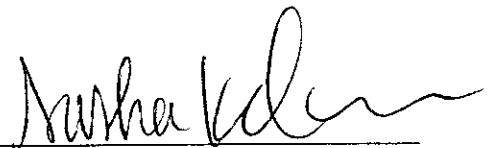
THIS approval for demolition is strictly specific to Trust Property within the City; and

THIS approval letter shall stand in perpetuity until or unless otherwise rescinded by the County at the County's discretion with a 30-day written notice to the City.

Signed and approved this the 14 day of Oct, 2019.

  
\_\_\_\_\_  
County Judge



ATTEST:   
\_\_\_\_\_  
County Clerk

## INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY AND THE CITY OF HENRIETTA

This Interlocal Agreement (this "Agreement") is made between CLAY COUNTY (the "County") and CITY OF HENRIETTA (the "City") as of the 14<sup>th</sup> day of October, 2019.

### 1. RECITALS

Whereas, the County and the City are authorized to enter into an interlocal agreement pursuant to Section 791.001, Texas Government Code;

Whereas, the taxing entities with tax jurisdiction in the City of HENRIETTA hold in trust certain properties that have passed through foreclosure for delinquent ad valorem taxes and do not sell at the courthouse;

Whereas, the County recognizes the community will be better served by assigning unto the City the County's rights to proceeds from the re-sale of trust properties within the City of HENRIETTA, the subject of this Agreement is necessary for the benefit of the public and pursuant to the Tax Code, each entity has the legal authority to perform and provide the function or service which is the subject matter of this Agreement, but the City is actually doing so; and the allocation of costs of the trust property fairly compensates the City for the services performed under this Agreement and is in the common interest of both parties.

Whereas, the County and City shall render performance and make payments from current revenues legally available, including but not limited to deduction or offsets from the sale proceeds of trust property.

Whereas, the trust properties shall include and be limited to, those trust properties within the City of HENRIETTA's jurisdictional lines;

Whereas, the proceeds from the re-sale of such properties would best allow the City to recover its costs associated with maintaining trust properties within the City of HENRIETTA, and would benefit the community as a whole, to include the County;

Whereas, said funds would be used exclusively for marketing, safe-guarding, maintenance, and demolition purposes, including but not limited to Trust Properties, within the city's jurisdictional boundaries.

Whereas, the County and City agree that there is a minimum bid requirement of \$50.00 plus any additional deed and recording fees, for any trust property sold within the city's jurisdictional boundaries.

Whereas, should any successful sale of any individual trust property equal or exceed \$2,500.00, the amount received over \$2,500.00 would be distributed in the manner instructed in Section 34.02 of the Texas Property Tax Code.

## 2. AGREEMENT

**NOW, THEREFORE**, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree that the City of HENRIETTA shall receive all of the County's proceeds from a resale of trust property within the City of HENRIETTA and its jurisdictional boundaries during the City's capacity as trustee for the benefit of the County from tax foreclosure to re-sale.

The County and the City agree that there is a minimum bid requirement of \$50.00 plus any additional deed and recording fees for any trust property sold within the City's jurisdictional boundaries.

The County and the City each has the legal authority to perform and provide the function or service which is the subject matter of this Agreement, but the City is actually doing so; and the allocation of costs of the trust property fairly compensates the City for the services performed under this Agreement and is in the common interest of both parties.

The County and City shall render performance and make payments from current revenues legally available, including but not limited to deduction or offsets from the sale proceeds of trust property.

The City agrees that assigned funds would be used exclusively for marketing, safe-guarding, maintenance, and demolition purposes for properties, including but not limited to Trust Properties, within the city's jurisdictional boundaries.

The County and the City agree that should any resale of trust property in an amount equal to or exceeding \$2,500.00, the amount over \$2,500.00 would be distributed in the manner instructed in Section 34.02 of the Texas Property Tax Code.

The County does not accept any responsibility or liability for the demolition, clean-up or disposal of any structure on said Trust Property.

The County agrees that this agreement extends to any trust property currently in Clay County that falls within the City of Henrietta and allows the City of Henrietta to sell such property pursuant to this agreement.

3. TERMINATION

Either the County or the City may terminate this Agreement at its sole discretion with 30 days written notice to the other party.

4. NOTICES

Any notice authorized or required to be given under this Agreement shall be delivered or sent to the following addresses:

Clay County  
100 N Bridge St  
Henrietta, TX 76365

City of Henrietta  
101 N Main  
Henrietta, TX 76365

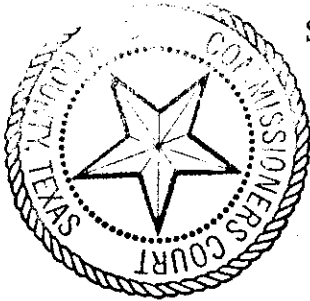
5. GOVERNING LAW

This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be enforceable in Clay County, Texas.

6. COUNTERPARTS

This Agreement is being executed in multiple counterparts, each of which shall constitute an original of which together shall constitute but one and the same instruments.

SIGNED AND APPROVED as of the date shown above.



Clay County

BY: [Signature]  
Clay County Judge

ATTEST: [Signature]  
County Clerk

Date 10/14/19

City of HENRIETTA

BY: \_\_\_\_\_  
Mayor, City of HENRIETTA

ATTEST: \_\_\_\_\_  
City Secretary

Date \_\_\_\_\_