

INTERLOCAL AGREEMENT BETWEEN LAMB COUNTY AND THE CITY OF SUDAN

This Interlocal Agreement (this "Agreement") is made between LAMB COUNTY (the "County") and CITY OF SUDAN (the "City") as of the 15th day of April, 2017.

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 Sudan 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 Sudan;

Whereas, the trust properties shall include and be limited to, those trust properties within the City of Sudan'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 Sudan, and would benefit the community as a whole, to include the County;

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, the County retains its right of consent of all re-sales within the jurisdictional boundaries of the City of Sudan.

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 Sudan shall receive all of the County's proceeds from a resale of trust property within the City of Sudan 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 does not accept any responsibility or liability for the demolition, clean-up or disposal of any structure on said Trust Property.

The County retains its right of consent of all re-sales within the jurisdictional boundaries of the City.

This agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings, whether written or oral, with regards to the resale of trust property between the City and the County.

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:

Lamb County
100 6th Dr
Littlefield, TX 79339

City of Sudan
PO Box 59
Sudan, TX 79371

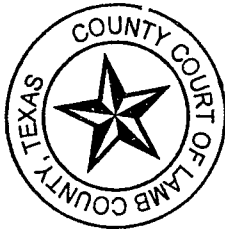
5. GOVERNING LAW

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



Lamb County

BY: _____

Lamb County Judge

ATTEST: _____

County Clerk

Date

4-10-17

City of Sudan

BY: _____

Mayor, City of Sudan

ATTEST: _____

City Secretary

Date _____

DRAFT

TO THE CITY OF SUDAN

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LETTER OF APPROVAL

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This letter of approval is given by Lamb County ("County") to the City of Sudan ("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

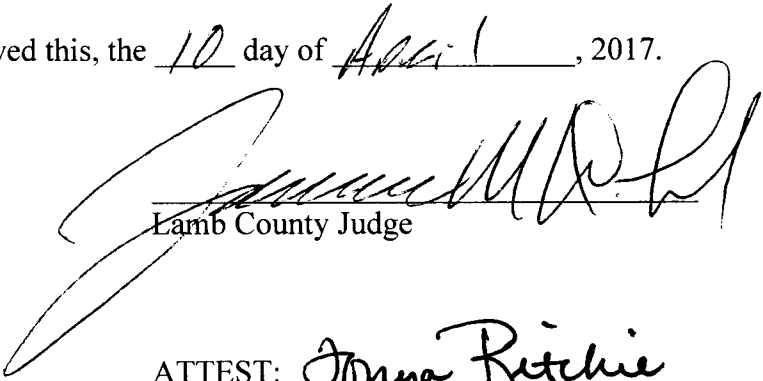
THAT the County does not accept any responsibility or liability for the demolition, clean-up, or disposal of any structure on Trust property;

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

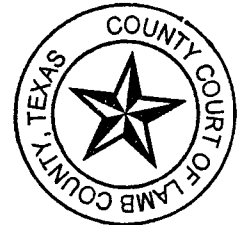
THIS approval for demolition is strictly specific to Trust Property within the City; and

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 10 day of April, 2017.


Lamb County Judge

ATTEST: Jonny Ritchie
County Clerk



END OF
REGULAR
COMMISSIONERS
MEETING

April 10, 2017
