

Application No. _____

Date: _____

**APPLICATION, VERIFICATION, AND TAX EXEMPTION AGREEMENT
FOR THE CONSTRUCTION OF NEW HISTORICALLY COMPATIBLE
STRUCTURES (NON-RESIDENTIAL) PURSUANT TO
ARTICLE IV, CHAPTER 30, CODE OF ORDINANCES**

I. APPLICATION FOR TAX EXEMPTION.

This portion of the form is to be completed by the owner of real property located in a designated Historic District in the City of Paris who is applying for a tax exemption in return for the construction of a new, historically compatible non-residential structure on the property as specified in Article IV, Chapter 30, Code of Ordinances of the City of Paris:

- 1) Owners name: _____
- 2) Owners address: _____
(Include street address, City, and State)
- 3) Address of property for which exemption is sought: (Include Lot & Block) _____
- 4) The property is located in Historic District No. _____
- 5) Tax ID No. _____
(Available from the Lamar County Appraisal District)
- 6) Have you attached a Deed or other instrument proving ownership? _____
- 7) Have you included detailed plans and/or descriptions of the proposed work to qualify for the exemption? _____
- 8) Estimated cost of construction _____ Estimated construction time _____
- 9) Estimated completion date of construction _____
- 10) Have you included a tax certificate showing all taxes due upon the property have been paid? _____

**Application approved/disapproved
(circle one)**

Chairman, Historic Preservation Commission

Date: _____

**Application approved/disapproved
(circle one)**

City Manager, City of Paris, Texas

Date: _____

II. AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS:

I, _____, upon my oath state as follows: That I am the owner of the property referenced in this application; that the property which I own and for which I seek a tax exemption is located within a designated Historic District of the City of Paris; that no taxes are owed on said property; that no taxes are owed by me on any property in the City of Paris; and that all statements and information provided by me in this application are true and correct. Further Affiant sayeth not.

Affiant/Property Owner

STATE OF TEXAS }

COUNTY OF LAMAR }

SWORN to and subscribed before me on the _____ day of _____, 20____, by
_____.

Notary Public, State of Texas

III. VERIFICATION OF CONSTRUCTION

Have you attached necessary documentation verifying the cost of construction of the new, historically compatible non-residential structure on your property? _____

If so, please sign the following:

I, _____, hereby swear and affirm that a new, historically
(Property Owner)
compatible non-residential structure has been constructed on the property described in this application in accordance with the previous plan filed with the City of Paris and approved in accordance with Article IV, Chapter 30 of the Code of Ordinances of the City of Paris. I further verify and confirm that the cost of construction meets or exceed the amounts applicable to my property as established in Section 30-50 (c) 4 of the Ordinance. I further understand and agree that if the construction deviates in any way from the plans approved by the Historic Preservation Commission and the City of Paris, that my verification of completion shall be denied and I will not be eligible for tax exemption for the improvements to the property until I in all things comply with the City's verification requirements.

Property Owner

STATE OF TEXAS }

COUNTY OF LAMAR }

SWORN to and subscribed before me on the _____ day of _____, 20__, by
_____.

Notary Public, State of Texas

Verification approved/disapproved
(circle one)

Chairman, Historic Preservation Commission
Date: _____

Verification approved/disapproved
(circle one)

City Manager, City of Paris, Texas
Date: _____

IV. HISTORIC PRESERVATION TAX EXEMPTION AGREEMENT B
NEW CONSTRUCTION, NON-RESIDENTIAL

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAMAR }

I, _____ (Property Owner), for and in return for the consideration from the City of Paris to grant a tax exemption for the construction of a new, historically compatible non-residential structure on that property described herein and in my application as _____, as consideration for the improvements made by me on such property, do hereby covenant and agree as follows:

1. That I will in all things comply with the requirements of Article IV, Chapter 30 to the Code of Ordinances of the City of Paris, the same being Ordinance No. 2004-055, a copy of which has been provided to me;
2. That I agree to comply with all applicable City Codes and other requirements of the City of Paris governing any improvements to my property, and specifically, that I agree to in all things comply with the requirements of the City's Historic Preservation Ordinance and the orders of the Historic Preservation Commission;
3. That I understand the grant of the tax exemption as described in the Ordinance for the value of the constructed improvements to the property, (excluding personal property and inventory, to the extent subject to tax, which shall be valued without reduction by exemption), is purely at the discretion of the City Council of the City of Paris and that the City Council may at any time in accordance with said Ordinance rescind, cancel, or terminate my entitlement to said tax exemption for any non-compliance with the requirements of the Ordinance or other ordinances of the City of Paris as the same shall apply to said property;
4. That I shall not during the term of this Agreement, the same being for three (3) taxable years beginning _____ and ending on _____, alter or in any way partially or totally destroy the property described herein without compliance with all applicable City codes and ordinances, nor shall I allow said property to deteriorate by willful act or negligence;
5. That I covenant, agree, and understand that if I fail to comply with the requirements of the Ordinance, and other codes and ordinances of the City of Paris, with the requirements stated in the Application of which this Agreement is a part, or that if I in any way fail to comply with this Agreement, then this Tax Exemption Agreement and my entitlement to said exemption shall terminate, that the value of my property shall no longer be subject to exemption for tax purposes, and that I shall immediately repay to the City of Paris and all other local taxing entities from which a similar tax exemption has been granted all tax revenues that were not paid because of the exemption, plus interest calculated at an annual rate of seven percent (7%), thereby guaranteeing the City and all other similar taxing entities

which granted said exemption full and complete recapture of all taxes which were exempted during the term of this Agreement.

The City of Paris hereby covenants and agrees that the owner/applicant stated in this Agreement shall be entitled to receive a tax exemption on the property described in this Application in accordance with the Ordinance, provided the owner complies in full with all the requirements of the Ordinance, this Agreement, and all other codes and ordinances of the City of Paris during the full term of said exemption.

EXECUTED this _____ day of _____, 20__.

CITY OF PARIS, PARIS, TEXAS

By: _____
City Manager

Date: _____

ATTEST:

City Clerk

Owner/Applicant

Date: _____

ATTEST:

STATE OF TEXAS }
COUNTY OF LAMAR }

BEFORE ME, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Notary Public, State of Texas