

AGENDA ITEM # 26October 28, 1997

*

Consider noting in the minutes, the responsibility of the Williamson County Commissioner's Court to sell surplus or seized items at the highest possible price for the county.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To note in minutes, the responsibility of the Williamson County Commissioner's Court to sell surplus or seized items at the highest possible price for the county.

Vote: Motion carried 5 - 0

AGENDA ITEM # 27October 28, 1997

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Consider noting in minutes re-certification of Tax Assessor Collector.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To note in minutes the re-certification of Tax Assessor Collector, Deborah Hunt.

Vote: Motion carried 4 - 0 with Commissioner Mehevec absent from the dais.
< Clerk copy here >

AGENDA ITEM # 28October 28, 1997

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Discuss and take any appropriate action on request from John Noren pertaining to soil conservation work.

Mr. Noren requested some drainage work on the property he is leasing from Williamson County.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: Williamson County Road and Bridge Department will perform the work and bill the General fund for their expenses.

Vote: Motion carried 5 - 0

AGENDA ITEM # 29October 28, 1997

*

Consider approval of resale of properties sold from sealed bid auction by Round Rock Independent School District, Trustee.

897

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve resale of properties sold from sealed bid auction by Round Rock Independent School District, Trustee.

Vote: Motion carried 5 - 0

< Clerk copy here >

LAW OFFICES
CALAME LINEBARGER GRAHAM & PEÑA, L.L.P.
1949 SOUTH I.H. 35
P.O. BOX 17428
AUSTIN, TEXAS 78760

Telephone: (512) 447-6675
Facsimile: (512) 443-3494

Brian E. Brown

October 21, 1997

Honorable John C. Doerfler
Williamson County Judge
Courthouse - 2nd Floor
710 Main St.
Georgetown, Tx 78626

**RE: Approval of Resale of Properties Sold from Sealed Bid Auction by Round
Rock Independent School District, Trustee**

Dear Judge Doerfler:

The Round Rock Independent School District recently conducted a sealed bid auction of the properties it had acquired as a result of previous tax sales.

The sale should be considered a relative success. Multiple bids were received on all of the six listed properties. One bid for more than the total amount due was received on one of the properties. All of the highest submitted bids were approved by the District through the Board of Trustees.

This leaves three (3) properties that involved taxes due to Williamson County whose bids were for less than the full amount due, but considering the properties and the amounts of the bids, the properties were awarded to the highest bidders.

Enclosed are duplicate originals of the proposed deeds on those properties for you to execute if the county is willing to agree to the sales. The restrictive covenant language in each (original) deed is required to be reviewed and approved by the Texas Education Agency before the deeds can be recorded. Duplicate originals are needed so we can retain a backup in case the TEA fails to return the submitted originals with its approval. Once you have executed both original deeds for each property and had your signatures notarized, please return them to me for delivery to the purchaser.

The attached report identifies the status of all six properties originally listed.

Thank you for your cooperation and assistance in this matter. Please let me know if you have any questions or comments concerning this matter.

Sincerely,



Brian E. Brown
Attorney

Enclosures:

- List of high bids
- Tax Resale Deeds

cc: Forrest C. Child, Jr., Tax Assessor-Collector
Round Rock Consolidated Tax Office
P. O. Box 1750
Round Rock, Texas 78680

**ROUND ROCK INDEPENDENT SCHOOL DISTRICT
SEALED BID AUCTION--OCTOBER 3, 1997
LIST OF HIGH BIDDERS**

Item	Description	1996 CAD Value	Judgment Amount	High Bid	Bidder
1	.70 acres, Abs. #284, JM Harrell Subd.	\$22,869	\$22,869.00	\$10,789.00	Jay Robinson, 2706 Messick Loop W., Round Rock, Tx 78681
2	.92 ac., Lot One-A, Resub of Lot 1, Corridor Park 1	\$100,188	\$38,467.23	\$51,369.01	T L Partners, 1301 Capital of Texas Hwy., Ste. B-228, Austin, Tx 78758
3	Lot 41, King's Village Sec. 2 Part 1	\$4,800	\$4,780.84	\$2,650.00	John Sanders & Mid-Ohio Securities Corp. FBO Hendrik Wessels, 4415 Secluded Hollow, Austin, Tx 78727
4	Lots 29 & 30, Kings Village Sec. 2 Part 1	\$12,000	\$12,000.00	\$5,560.00	John Sanders & Mid-Ohio Securities Corp. FBO Hendrik Wessels, 4415 Secluded Hollow, Austin, Tx 78727
5	Pt. Lot 1, Blk. 16, Town of Round Rock	\$20,000	\$7,251.00	***\$1,000.00	Eva Ramirez, 710 E. Main St., Round Rock, Tx 78664 ***
6	Lot 3, Blk. 4, Revised Northridge Acres	\$5,000	\$2,113.68	\$1,505.00	Peter Sajovitch, 11119½ Callanish Park Dr., Austin, Tx 78750

CAD Value: It is possible that the values on some of these properties may be overstated because the property is abandoned and no one has protested the value.

Judgment Amount: This is the amount due in taxes to the School District, County, and City and the amount due in Court Costs and tax sale costs.

***The high bidder on this tract rescinded his bid on Oct. 7, 1997; the bid listed is the next highest bid offered.

PROPERTY #1

ORIGINAL #1

TAX RESALE DEED

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

X

That **ROUND ROCK INDEPENDENT SCHOOL DISTRICT, TRUSTEE, CITY OF ROUND ROCK, AND WILLIAMSON COUNTY**, each acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$10,789.00 cash in hand paid by

**JAY ROBINSON
2706 MESSICK LOOP WEST
ROUND ROCK, TX 78681**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 93-202-T277, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

Being 0.70 of-an-acre of land, situated in the J. M. Harrell Survey, Abstract No. 284, in Williamson County, Texas. Said land being that certain tract of land bounded on the North by the Westside Addition to Round Rock, Texas, and addition of record in Volume 4, Page 43 (now filed in Cabinet B, Slide 23) of the Plat Records of Williamson County, Texas, on the East by that certain tract of land, called 1.51 acres as conveyed to Nieves Ledesma and wife, Mary Ledesma by deed as recorded in Volume 461, Page 418 of the Deed Records of Williamson County, Texas, and on the Southwest by Sam Bass Road. Surveyed on the the ground in the month of June, 1986, under the supervision of Don H. Bizzell, Registered Public Surveyor, and being more particularly descrtibed as follows:

BEGINNING at an iron pin set on the South line of the above-referenced Westside Addition, for the Northwest corner of the above-referenced Ledesma tract, for the Northeast corner hereof:

THENCE, along the West line of the said Ledesma tract, S 18° 46' W, 259.79 feet to the intersection of the said West line of the Ledesma tract and the Northeast line of Sam Bass Road, for the most southerly corner hereof;

THENCE, along the said Northeast line of the Sam Bass Road (Parallel and 10 feet Northeast of the face of a concrete curb) as follows; along a curve to the right (Radius - 180.08 feet, Long Chord bears N 59° 38' 30" W, 92.25 feet) an Arc distance of 93.29 feet to an iron pin set, and N 44° 48' W, 138.50 feet to an iron pin set at the intersection of the said Northeast line of Sam Bass Road with the said South line of the Westside Addition for the most westerly corner hereof;

THENCE, along the said South line of the Westside Addition, N 67° 16' E, 174.56 feet to an iron pin found and N 71° 23' E, 105.30 feet to the Place of BEGINNING and containing 0.70 of-an-acre of land.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenants, conditions and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom. U.S. v. State of Texas and J.W. Edgar, et al., 447 F.2d 441 (5 Cir. 1971); stay den. sub nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF has caused these presents to be executed this _____ day of _____, 19____.

BY: _____
Raymond Hartfield, President
Board of Trustees
Round Rock Independent School District

STATE OF TEXAS X
COUNTY OF WILLIAMSON X

Before me, the undersigned authority, on this day personally appeared Raymond Hartfield, President, Board of Trustees, Round Rock Independent School District, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 19____.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF has caused these presents to be executed this _____ day of _____, 19____.

BY: _____
Charlie Culpepper
Mayor
City of Round Rock, Texas

STATE OF TEXAS

X

COUNTY OF

X

Before me, the undersigned authority, on this day personally appeared Charlie Culpepper, Mayor, City of Round Rock, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 19____.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF has caused these presents to be executed this _____ day of _____, 19____.

BY: John Doerfler 10-28-97
 John Doerfler
 County Judge
 Williamson County, Texas

STATE OF TEXAS

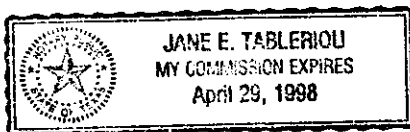
X

COUNTY OF

X

Before me, the undersigned authority, on this day personally appeared John Doerfler, County Judge, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28th DAY OF OCTOBER, 1997.



Jane E. Tableriou
 Notary Public, State of Texas
 Commission Expires: 4-29-98

After recording return to:

VOL 0093 PAGE 688

PROPERTY #5

ORIGINAL #1

TAX RESALE DEED

VOL 0093 PAGE 689

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

X

That **ROUND ROCK INDEPENDENT SCHOOL DISTRICT, TRUSTEE**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body and duly recorded in their official Minutes, hereinafter called grantor, for and in consideration of the sum of \$1,000.00 cash in hand paid by

**EVA RAMIREZ
710 EAST MAIN ST.
ROUND ROCK, TX 78664**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 86-051-T, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

Being part of Lot 1, Block 16, of the Town of Round Rock, according to the plat recorded in Volume 25, Page 314, Deed Records, Williamson County, Texas

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenants, conditions and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or

omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub nom. U.S. v. State of Texas and J.W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF has caused these presents to be executed this _____ day of _____, 19____.

BY: _____
Raymond Hartfield, President
Board of Trustees
Round Rock Independent School District

STATE OF TEXAS X

COUNTY OF WILLIAMSON X

Before me, the undersigned authority, on this day personally appeared Raymond Hartfield, President, Board of Trustees, Round Rock Independent School District, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 19____.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF has caused these presents to be executed this _____ day of _____, 19____.

BY: _____
Charlie Culpepper
Mayor
City of Round Rock, Texas

STATE OF TEXAS X

COUNTY OF X

Before me, the undersigned authority, on this day personally appeared Charlie Culpepper, Mayor, City of Round Rock, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 19____.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF has caused these presents to be executed this _____ day of _____, 19____.

BY: John Doerfler 10-28-97
John Doerfler
County Judge
Williamson County, Texas

STATE OF TEXAS

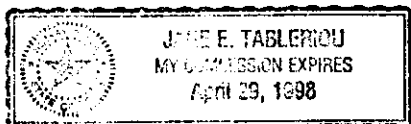
X

COUNTY OF

X

Before me, the undersigned authority, on this day personally appeared John Doerfler, County Judge, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28th DAY OF October, 1997.



Jane E. Tableriou
Notary Public, State of Texas
Commission Expires: 4-29-98

After recording return to:

VOL 0093 PAGE 694

PROPERTY #6

ORIGINAL #1

TAX RESALE DEED**STATE OF TEXAS****X****X****KNOW ALL MEN BY THESE PRESENTS****COUNTY OF WILLIAMSON****X**

That **ROUND ROCK INDEPENDENT SCHOOL DISTRICT, TRUSTEE**, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$1,500.00 cash in hand paid by

PETER SAJOVITCH
11119½ CALLANISH PARK DRIVE
AUSTIN, TX 78750

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 94-260-T277, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

Lot 3, Blk. 4, Revised Northridge Acres Subdivision, according to the map or plat thereof recorded in Plat Cabinet A, Slide 334, Plat Records of Williamson County, Texas

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenants, conditions and restrictions:

- (a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or

omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex 1971); aff'd with modifications sub nom. U.S. v. State of Texas and J.W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF has caused these presents to be executed this _____ day of _____, 19____.

BY: _____
Raymond Hartfield, President
Board of Trustees
Round Rock Independent School District

STATE OF TEXAS X

COUNTY OF WILLIAMSON X

Before me, the undersigned authority, on this day personally appeared Raymond Hartfield, President, Board of Trustees, Round Rock Independent School District, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 19____.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF has caused these presents to be executed this _____ day of _____, 19____.

BY: John Doerfler 10-28-97
John Doerfler
County Judge
Williamson County, Texas

STATE OF TEXAS

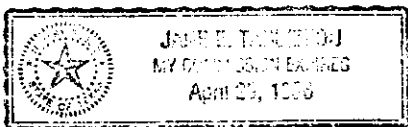
X

COUNTY OF

X

Before me, the undersigned authority, on this day personally appeared John Doerfler, County Judge, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28th DAY OF October, 1997.



James E. Tabor
Notary Public, State of Texas
Commission Expires: 4-29-98

After recording return to:

AGENDA ITEM # 30

October 28, 1997

*

Consider noting in minutes donation of \$100.00 to Victim's Assistance from Bernard J. Hughes.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To note in minutes donation of \$100.00 to Victim's Assistance from Bernard J. Hughes.

Vote: Motion carried 5 - 0

< Clerk copy here >

10/28 Agenda

Done,
Donation to Victim Assistance.
Shank
Maqui
X3166

BERNARD J. HUGHES
TDL 07858288 512-258-0690
9219 ANDERSON MILL # 414
AUSTIN, TX 78729

88-267/1131
851

639

Oct 16 19 97

Pay to the Order of Williamson Co. Victim's Asst. Program

\$ 100.00

One hundred & 00/100

Dollars



Norwest Bank Texas, South Central
P. O. Box 19640
Austin, Texas 78760-9640

For CHAR. contrib. Re: 1CR974641

B.J. Hughes

⑆⑆⑆⑆⑆⑆⑆⑆⑆⑆ 2533183670⑈0639

approved 10-28-97
John C. Doerfler