

**AGENDA ITEM # 9**

Consider blocking off Bobcat Drive at Split Rock corner and at Jackel Drive corner in Cat Hollow, Brushy Creek from 2 p.m. to 5 p.m., November 14, 1999, for block party.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion: To approve blocking off Bobcat Drive at Split Rock corner and at Jackel Drive corner in Cat Hollow, Brushy Creek from 2 p.m. to 5 p.m., November 14, 1999, for block party.

Vote: Motion carried 5 - 0

**Regular Agenda**

**AGENDA ITEM # 10**

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Consider granting final plat approval to Woods of Brushy Creek, Section 7.

County Engineer Joe England advised this plat has been approved by the City of Round Rock, he has bond for street construction in hand and all Williamson County subdivision regulations have been met.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To grant final plat approval to Woods of Brushy Creek, Section 7.

Vote: Motion carried 5 - 0

**AGENDA ITEM # 11**

Discuss and take appropriate action on change order from Farmers State Bank.

No action was taken on this agenda item.

**AGENDA ITEM # 12**

Consider declaring Literacy Council of Williamson County as a sole source provider for inmate and offender assessment, education, literacy and teaching services.

Judge Doerfler announced the State of Texas has new regulations for providers of this service. Rick Zinsmeyer and Bob Space have determined there aren't any available providers, therefore the necessity for declaring Literacy Council of Williamson County as sole source for the service.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To declare Literacy Council of Williamson County as a sole source provider for inmate and offender assessment, education, literacy and teaching services.

Vote: Motion carried 5 - 0

**AGENDA ITEM # 13**

Consider approving resale of property by Taylor ISD, as trustee for Williamson County.

Moved: Commissioner Hays

Seconded: Commissioner Limmer

Motion: To approve resale of property by Taylor Independent School District as Trustee for Williamson County.

Vote: Motion carried 5 - 0

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**LINEBARGER HEARD GOGGAN BLAIR  
GRAHAM PEÑA & SAMPSON, LLP**

ATTORNEYS AT LAW  
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AUSTIN, TEXAS 78760

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*Brian E Brown*

October 19, 1999

Honorable John Doerfler  
Williamson County Judge  
Williamson County Courthouse  
710 S. Main Street  
Georgetown, Texas 78626

**RE: Approval of Resale of Property by Taylor Independent School District,  
Trustee**

Dear Judge Doerfler

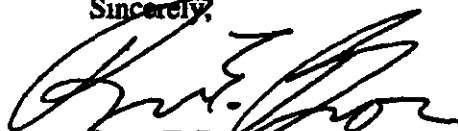
The Taylor Independent School District recently received a written offer for purchase of tax foreclosed property. It was tendered by James Franklin Deary and Mary Thomas, who offered \$3,000.00 for Lot 8, Block 4, Baker Addition, located at 131 Royal St in Taylor. The Board of Trustees accepted their offer at the regular meeting on October 18, 1999. Since the amount offered is less than the original Judgment amount, City of Taylor and Williamson County must agree to the sale before it can become final.

The original Judgment amount due against the property is \$3,467.50. The school district believes that the \$3,000.00 offered for the Lot is reasonable. Given the recent history of tax resales in the area, it is unlikely that the property would net a larger collection if posted for auction. Williamson County's share of the proceeds would be \$289.23.

Enclosed is an original of the proposed deed for you to execute if the city is willing to agree to this sale. Once you have executed the original deed and had your signature notarized, please return it to me for delivery to the purchaser.

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

Sincerely,



Brian E Brown  
Attorney

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BEB/pjd  
Enclosure

-Tax Resale Deed

Sheryl Wilkins, Tax Assessor-Collector  
Taylor Independent School District  
602 West 12th Street  
Taylor, Texas 76574-2974

**TAX RESALE DEED**

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**STATE OF TEXAS**

**X**

**X**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF WILLIAMSON**

**X**

That **TAYLOR INDEPENDENT SCHOOL DISTRICT, TRUSTEE, CITY OF TAYLOR, 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 \$3,000.00 cash in hand paid by

**JAMES FRANKLIN DEARY  
MARY THOMAS  
408 MARIPOSA LANE  
TAYLOR, TX 76574**

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. 95-309-T368, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**LOT 8, BLOCK 4, BAKER ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF  
RECORDED IN CABINET A, SLIDE 176, MAP OR 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 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: \_\_\_\_\_  
Griffin Teggegan, President  
Board of Education  
Taylor Independent School District

STATE OF TEXAS X

COUNTY OF WILLIAMSON X

Before me, the undersigned authority, on this day personally appeared Griffin Teggegan, President, Board of Education, Taylor 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: \_\_\_\_\_  
Calvin Janak  
Chairman, City Commission  
City of Taylor, Texas

STATE OF TEXAS X

COUNTY OF WILLIAMSON X

Before me, the undersigned authority, on this day personally appeared Calvin Janak, Chairman, City Commission, City of Taylor, 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 C Doerfler 11-2-99  
John Doerfler  
County Judge  
Williamson County, Texas

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Commission Expires: \_\_\_\_\_

After recording return to.



AGENDA ITEM # 14Consider casting votes for Williamson County Appraisal District Board of Directors.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To divide 600 votes equally (120 votes each) for David Acosta, Ercel Brashear, Jerry Dusterhoff, Deborah Hunt and Robert Tagge.

Vote: Motion carried 5 - 0

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**Williamson County Appraisal District****Board of Directors Nominees****Official Ballot 1999****INSTRUCTION NOTE:**

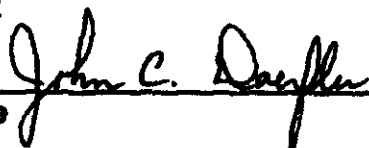
Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates name.

ENTITY Williamson County NUMBER OF VOTES 600

ACOSTA, DAVID	<u>120</u>
BRASHEAR, ERCAL	<u>120</u>
DUSTERHOFF, JERRY	<u>120</u>
HUNT, DEBORAH	<u>120</u>
TAGGE, ROBERT	<u>120</u>

ATTEST:

Signature



Date

11-2-99