

AGENDA ITEM # 17

April 20, 1999

Consider removing \$200,000.00 county commitment for Meister Lane at request of engineer.

No action was taken on this agenda item.

AGENDA ITEM # 18

April 20, 1999

Consider awarding, rejecting or extending bid for Coupland Sewer project.

Hearn Engineering Doug Hearn recommended awarding bid for Coupland Sewer project to Cunningham Constructors & Associates, Inc. in the amount of \$248,800.00 base bid.

Moved: Commissioner Limmer

Seconded: Judge Doerfler

Motion: To award Coupland Sewer project bid to Cunningham Constructors & Associates, Inc. in the base bid amount of \$248,800.00 subject to Permit To Begin Construction being received from TNRCC.

Vote: Motion carried 5 - 0

AGENDA ITEM # 19

April 20, 1999

Consider approving resale of properties auctioned by Taylor ISD, as Trustee for Williamson County interests.

Moved: Commissioner Limmer

Seconded: Judge Doerfler

Motion: To approve resale of properties auctioned by Taylor ISD, as Trustee for Williamson County interests.

Vote: Motion carried 5 - 0

< Clerk copy here >

LINEBARGER HEARD GOGGAN BLAIR  
GRAHAM PEÑA & SAMPSON, LLP

ATTORNEYS AT LAW  
1949 SOUTH I.H. 35  
P.O. BOX 17428  
AUSTIN, TEXAS 78760

(512) 447-6675  
FAX (512) 447-3923

*Brian E. Brown*

April 13, 1999

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

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

Dear Judge Doerfler:

The Taylor Independent School District recently conducted a live auction of sixteen properties it had acquired as a result of previous tax sales. The attached report identifies the status of all sixteen properties offered for sale.

The auction should be considered a relative success. Thirty-two bidders registered for the auction, and of those nine offered the highest bids. The District approved all of the highest bids at their April 12, 1999 board meeting.

The bids offered for eight of the properties were for less than the taxes due against them, thus requiring approval of all taxing entities in the Judgment. Enclosed are originals of the proposed deeds on those properties for you to execute if the county is willing to agree to the sales. Once you have executed the original deeds for each property and had your signatures notarized, please return them to me for delivery to the purchaser.

Thank you for your cooperation and assistance with this matter. Please call me if you have any questions.

Sincerely,

85

*Brian E. Brown*

Brian E. Brown  
Attorney

VOL 0103 PAGE 672

Enclosures:

- List of high bids
- Tax Resale Deeds

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

**TAYLOR INDEPENDENT SCHOOL DISTRICT  
PROPOSED 1999 RESALE - HIGHEST BIDDERS**

Item	Legal description, Location & Acct. #	1998 CAD Value	Judgment Amount	High Bid	(A) Previous Owner (B) Bidder's Name and Address
1	Lot 7, Bk. 77, City of Taylor; 806 W. 3rd Street (#0303077070000)	\$10,334	\$2,993.18	\$5,000.00	-Jssac & Victoria Richardson - Leon Jackson, 1112 Vance Street, Taylor, Tx 76574
2	Pt. Lots 20 & 21, Bk. 1, Zella Jones; 102 1st St. (#1004001200002)	\$2,000	\$1,845.83	\$1,450.00	- Astrid Zizinia - Certified Investors, Inc., PO Box 1867, Round Rock, Tx 78680
3	.50 ac., P. Coursey Survey; 1026 Scott St. (#3000030531713)	\$3,000	\$3,000.00	\$3,400.00	- Henry Mitchell, Alma Youne, Lulu Mitchell-Hunter, Bertha Jones, Laura Marshall, HC Mitchell, Archie Mitchell, Bennoe Mitchell, Clara Halvard - Certified Investors, Inc., PO Box 1867, Round Rock, Tx 78680
4	Pt Lot 8, Bk. 59, City of Taylor; E. 3rd at RR crossing (#0303059080001)	\$2,000	\$2,000.00	\$500.00	- Marcelino Lucio, Nasaria Martinez - Certified Investors, Inc., PO Box 1867, Round Rock, Tx 78680
5	Lot 3, Bk. 6, Bakers Addition 102 Tennessee (#0201006030000)	\$2,000	\$1,840.92	\$1,800.00	- Beulah Lambert, Willie D. Gibson - Certified Investors, Inc., PO Box 1867, Round Rock, Tx 78680
6	Lot 19, Bk. 1, Baker & Baker Carolina at Royal (#0201001190000)	\$2,000	\$1,514.36	\$1,200.00	- Friendship (Masonic) Lodge No. 8 - Carolyn Townsend, 605 Westchester Rd., Taylor, Tx 76574
7	Lot 8, Bk 100, City of Taylor 503 Sturgis St (#0303100080000)	\$2,000	\$1,651.31	\$2,000.00	- Lee, Doshia & Silas Edwards, Sallie Smith, Thomye Bright, Mattie Jefferson - Andres G. Leal, 1803 Oaklawn, Taylor, Tx 76574
8	Pt Lots 11 & 12, Bk 75, City of Taylor; 125' W. of Robinson & 1st St (#0303075110000)	\$2,000	\$1,930.78	\$1,200.00	- William Thomas - Joel Arredondo, 124 Royal St, Taylor, Tx 76574
9	Pt Lot 15, Bk. 109, City of Taylor ; 617 Symes (#0303109150000)	\$9,104	\$5,287.06	\$3,300.00	- Edward & Juan Gonzales - Maria Magdalena Zavala, 603 Sturgis Street, Taylor Tx 76574
10	Lots 7, 8 & 9, Bk. 3, Wash. Heights; 703 Symes (#2301003070000)	\$7,188	\$2,301.07	\$5,000.00	- Susie Houston, Milton & Annie Spruell, Susie Hill - Lee Gonzales, Jr., 1901 Holly Springs, Taylor, Tx 76574
11	Pt Lot 6, Bk 6, Baker Addn. 108 Tennessee (#0201006060001)	\$1,000	\$1,000.00	\$1,900.00	- John O. Baker Estate - Certified Investors, Inc., PO Box 1867, Round Rock, Tx 78680
12	Lot 21, Bk. 4, Baker Addn. Royal St (#0201004210000)	\$2,000	\$1,173.69	\$1,800.00	- John O. Baker Estate - Certified Investors, Inc., PO Box 1867, Round Rock, Tx 78680

13	Lot 14, Bk. 26, Doaks Addn 1006 1st Street (#0410026140000)	\$12,029	\$4,027.29	\$4,400.00	- <u>Hattie Mackey</u> , Odessa Mackey - Carolyn Townsend, 605 Westchester Rd., Taylor, Tx 76574
14	.155 ac, Pt of Bk 27, Doaks Addn: 919 W. 1st (#0410027120000)	\$5,361	\$2,549.65	\$1,450.00	- <u>Hattie Mackey</u> , Eddie Mackey, Odessa Mackey
15	Lot 6, Bk. 61, Doaks Addn; 1613 W. 4th. (#0410061060000)	\$8,522	\$7,991.98	\$5,300.00	- Odessa Mackey, PO Box 1266, Taylor, Tx 76574 - <u>Apollinar Sanchez</u> - William & Charlotte S. Albert, 756 County Rd 478, Thrall, Tx 76578
16	Lot 7, Bk. 61, Doaks Addn. 1615 W. 4th (#0410061060000)	\$8,522	\$7,991.98	\$8,700.00	- <u>Apollinar Sanchez</u> - William & Charlotte S. Albert, 756 County Rd 478, Thrall, Tx 76578

00

**TAX RESALE DEED**

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 \$1,450.00 cash in hand paid by

**CERTIFIED INVESTORS, INC.  
PO BOX 1867  
ROUND ROCK, TEXAS 78680**

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. 96-020-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**ALL OF LOTS 20 AND 21, BLOCK 1, ZELLA JONES ADDITION TO THE CITY OF TAYLOR, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT CABINET A, SLIDES 266 AND 267, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAVE AND EXCEPT ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND OUT OF LOTS 20 AND 21, BLOCK 1, ZELLA JONES ADDITION, BEING MORE PARTICULARLY DESCRIBED IN VOLUME 525, PAGE 289, 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.

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: \_\_\_\_\_  
Donald Hill  
Chairman, City Commission  
City of Taylor, Texas

STATE OF TEXAS X

COUNTY OF X

Before me, the undersigned authority, on this day personally appeared Donald Hill, 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 he 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 20th day of April, 19 99.

BY: John C. Doerfler 4-20-99  
 John Doerfler  
 County Judge  
 Williamson County, Texas

STATE OF TEXAS

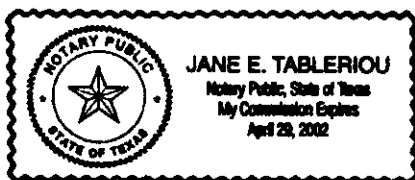
X

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 20 DAY OF April, 19 99.



Jane E. Tableriou  
 Notary Public, State of Texas  
 Commission Expires: 4/28/02

TAX RESALE DEED

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 \$500.00 cash in hand paid by

**CERTIFIED INVESTORS, INC.  
PO BOX 1867  
ROUND ROCK, TEXAS 78680**

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. 96-019-T368, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**A TRACT OF LAND OUT OF LOT 8, BLOCK 59, CITY OF TAYLOR, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN VOLUME 421, PAGE 597, 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: \_\_\_\_\_  
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: \_\_\_\_\_  
Donald Hill  
Chairman, City Commission  
City of Taylor, Texas

**STATE OF TEXAS**

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COUNTY OF

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

IN TESTIMONY WHEREOF has caused these presents to be executed this 20th day of April, 19 99.

BY: John C Doerfler 4-20-99  
John Doerfler  
County Judge  
Williamson County, Texas

STATE OF TEXAS

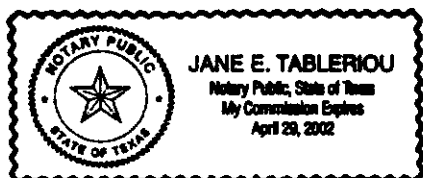
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COUNTY OF

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GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20 DAY OF April, 19 99.



Jane E. Tableriou  
Notary Public, State of Texas  
Commission Expires: 4/29/02

TAX RESALE DEED

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 \$1,800.00 cash in hand paid by

**CERTIFIED INVESTORS, INC.  
PO BOX 1867  
ROUND ROCK, TEXAS 78680**

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. 95-359-T277, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**LOT 3, BLOCK 6 OF BAKER'S ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET A, SLIDE 176, PLAT 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.

100

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: \_\_\_\_\_  
Donald Hill  
Chairman, City Commission  
City of Taylor, Texas

**STATE OF TEXAS**

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

IN TESTIMONY WHEREOF has caused these presents to be executed this 20th day of April, 19 99.

BY: John C. Doerfler 4-20-99  
 John Doerfler  
 County Judge  
 Williamson County, Texas

STATE OF TEXAS

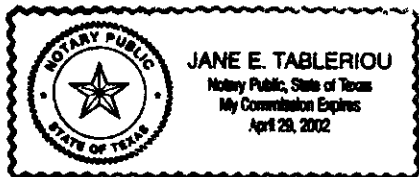
X

COUNTY OF

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GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20 DAY OF April, 19 99.



Jane E. Tableriou  
 Notary Public, State of Texas  
 Commission Expires: 4/29/02

TAX RESALE DEED

STATE OF TEXAS

X

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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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 \$1,200.00 cash in hand paid by

CAROLYN TOWNSEND  
605 WESTCHESTER ROAD  
TAYLOR, TEXAS 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. 95-358-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

LOT 19, BLOCK 1, BAKER AND BAKER ADDITION, BEING MORE PARTICULARLY DESCRIBED IN VOLUME 392, PAGE 471, 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.

104

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.

105

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: \_\_\_\_\_  
Donald Hill  
Chairman, City Commission  
City of Taylor, Texas

STATE OF TEXAS X

COUNTY OF X

Before me, the undersigned authority, on this day personally appeared Donald Hill, 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: \_\_\_\_\_

VOL 0103 PAGE 694

IN TESTIMONY WHEREOF has caused these presents to be executed this 20th day of April, 19 99.

BY: John C Doerfler 4-20-99  
John Doerfler  
County Judge  
Williamson County, Texas

STATE OF TEXAS

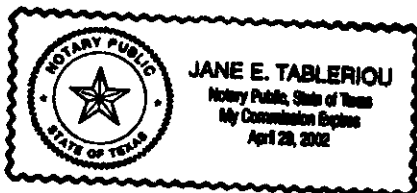
X

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 20 DAY OF April, 19 99.



Jane E. Tableriou  
Notary Public, State of Texas  
Commission Expires: 4/29/02



**TAX RESALE DEED**

VOL **0103** PAGE **695**

**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 \$1,200.00 cash in hand paid by

**JOEL ARREDONDO  
124 ROYAL STREET  
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. 94-299-T277, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**.17 ACRES, MORE OR LESS, OUT OF LOTS 11 AND 12, BLOCK 75, ORIGINAL TOWN OF TAYLOR, BEING MORE PARTICULARLY DESCRIBED IN VOLUME 1739, PAGE 643, OFFICIAL 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.

**109**

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.

110

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: \_\_\_\_\_  
Donald Hill  
Chairman, City Commission  
City of Taylor, Texas

STATE OF TEXAS X

COUNTY OF X

Before me, the undersigned authority, on this day personally appeared Donald Hill, 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 20th day of  
April, 1999.

BY: John C. Doerfler 4-20-99  
 John Doerfler  
 County Judge  
 Williamson County, Texas

STATE OF TEXAS

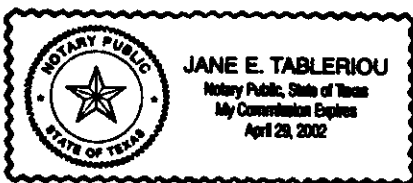
X

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 20 DAY OF  
April, 1999.



Joe E. Tableriou  
 Notary Public, State of Texas  
 Commission Expires: 4/29/02

After recording return to:

TAX RESALE DEED

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 \$1,450.00 cash in hand paid by

ODESSA MACKEY  
PO BOX 1266  
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. 95-277-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**0.155 ACRES, MORE OR LESS, PART OF BLOCK 27 OF DOAK'S ADDITION, BEING MORE PARTICULARLY DESCRIBED IN VOLUME 621, PAGE 169, 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.

**114**

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.

115

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: \_\_\_\_\_  
Donald Hill  
Chairman, City Commission  
City of Taylor, Texas

STATE OF TEXAS X

COUNTY OF X

Before me, the undersigned authority, on this day personally appeared Donald Hill, 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 20th day of April, 19 99.

BY: John C. Doerfler 4-20-99  
John Doerfler  
County Judge  
Williamson County, Texas

STATE OF TEXAS

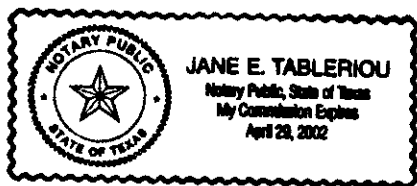
X

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 20 DAY OF April, 19 99.



Jane E. Tableriou  
Notary Public, State of Texas  
Commission Expires: 4/29/02

TAX RESALE DEED

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 \$5,300.00 cash in hand paid by

WILLIAM ALBERT  
CHARLOTTE S. ALBERT  
756 COUNTY ROAD 478  
THRALL, TX 76578

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. 94-238-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**LOT 6, BLOCK 61, DOAK'S FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 56, PAGE 483, 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.

119

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.

120

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: \_\_\_\_\_  
Donald Hill  
Chairman, City Commission  
City of Taylor, Texas

STATE OF TEXAS X

COUNTY OF X

Before me, the undersigned authority, on this day personally appeared Donald Hill, 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 20th day of April, 19 99.

BY: John C. Doerfler 4-20-99  
 John Doerfler  
 County Judge  
 Williamson County, Texas

STATE OF TEXAS

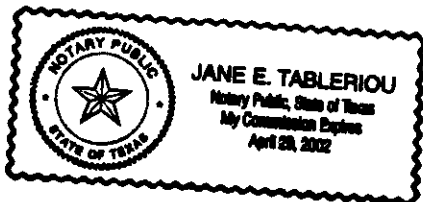
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COUNTY OF

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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 20 DAY OF April, 19 99.



Jane E. Tableriou  
 Notary Public, State of Texas  
 Commission Expires: 4/28/02

TAX RESALE DEED

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 \$8,700.00 cash in hand paid by

WILLIAM ALBERT  
CHARLOTTE S. ALBERT  
756 COUNTY ROAD 478  
THRALL, TX 76578

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. 94-238-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**LOT 7, BLOCK 61, DOAK'S FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 56, PAGE 483, 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.

125

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: \_\_\_\_\_  
Donald Hill  
Chairman, City Commission  
City of Taylor, Texas

STATE OF TEXAS X

COUNTY OF X

Before me, the undersigned authority, on this day personally appeared Donald Hill, 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 20th day of April, 19 99.

BY: John C. Doerfler 4-20-99  
John Doerfler  
County Judge  
Williamson County, Texas

STATE OF TEXAS

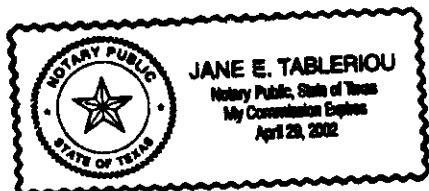
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COUNTY OF

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 20 DAY OF April, 19 99.



Jane E. Tableriou  
Notary Public, State of Texas  
Commission Expires: 4/28/02

AGENDA ITEM # 20

April 20, 1999

\*

Consider approving the transfer of the following fixed assets from Auction Surplus to County Auditor.

(1) desk      A110678

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve the transfer of (1) desk A110678 from Auction Surplus to County Auditor.

Vote: Motion carried 5 - 0

< Clerk copy here >

\* This asset was originally set to go to auction - it now needs to be transferred

CHANGE OF FIXED ASSET STATUS

DATE 4-9-99

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
1	Desk	A110678	

FROM (Transferor): Auction Surplus

TO (Transferee): Auditor

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Transferor - Elected Official/Department Head

Transferee - Elected Official/Department Head

approved 4-20-99  
John C. Doerfler

129

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