

AGENDA ITEM # 14

Consider approval of resale properties auctioned by Taylor Independent School District as Trustee.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve resale properties auctioned by Taylor Independent School District as Trustee.

Vote: Motion carried 5 - 0

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TAYLOR INDEPENDENT SCHOOL DISTRICT
November 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	Pt Lot 4, Bk 54, City of Taylor (620 Burkett) (R13030305400001)	\$4,000	\$3,463.77	\$1,950.00	Mildred Anthony, DQ Bokins, Delmar Boykins
2	Lot 2, Blk 59, City of Taylor (713 East 2nd) (R130303059020000)	\$4,000	\$4,000.00	\$0.00	Keith Hagler, 1707 Mallard Lane, Taylor Tx 76574 No bid received - 2nd attempt
3	Lot 4, Blk. 10, Duffy Subdivision (1007 Price St) (R130412001040000)	\$11,466	\$3,412.57	\$4,600.00	Ueal Sampson, Love Sampson
4	Pt Lots 1 & 2, Bk. 82, City of Taylor (805 Walnut) (R130201004080000)	\$1,000	\$2,531.48	\$0.00	Godwin Enwerekwe, 215 Fowzer St, Taylor 76574 No bid received - 1st attempt

LINEBARGER HEARD GOGGAN BLAIR
GRAHAM PEÑA & SAMPSON, LLP

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

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Brian E Brown

November 8, 1999

Honorable John C. Doerfler
Williamson County Judge
Courthouse - 2nd Floor
710 Main Street
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 four properties it had acquired as a result of previous tax sales. The attached report identifies the status of all four properties offered for sale.

One of the properties was sold for less than the original Judgment amount, thus requiring approval of all taxing entities in the Judgment. Enclosed is the original of the proposed deed on those properties for you to execute if the county is willing to agree to the 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 with this matter. Please call me if you have any questions.

Sincerely,



Brian E. Brown
Attorney

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

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 \$1,950.00 cash in hand paid by

**KEITH HAGLER
1707 MALLARD
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. 97-432-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

PART OF LOT 4, BLOCK 54, CITY OF TAYLOR, AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 530, PAGE 331, 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 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: _____
 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 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 11-23-99
 John Doerfler
 County Judge
 Williamson County, Texas

STATE OF TEXAS

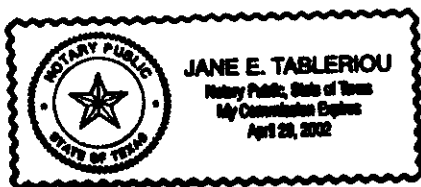
X

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 23 DAY OF NOVEMBER, 1999.



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

Regular Agenda

AGENDA ITEM # 15

Consider approving interlocal agreement for security patrols with Springwoods Municipal Utility District.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve interlocal agreement for security patrols with Springwoods Municipal Utility District effective October 1, 1999.

Vote: Motion carried 5 - 0

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ARMBRUST BROWN & DAVIS, L.L.P.

ATTORNEYS AND COUNSELORS

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AUSTIN, TEXAS 78701-4042
(512) 435-2300

TELECOPIER (512) 435-2380

JOCELYN KEARL
(512) 435-2365

November 12, 1999

Judge John Doerfler
County Judge
Williamson County Courthouse
Georgetown, Texas 78626

RE Springwoods Municipal Utility District - Interlocal Agreement for Security Patrols

Dear Judge Doerfler

Enclosed please find three original Interlocal Agreements for Security Patrols between the above-referenced District and Williamson County Sheriff's Department which were approved at the Board of Directors' November 9th meeting. Please execute all three Agreements, keep one for your files and return two to me in the enclosed self-addressed envelope.

In the event that you have any questions or need further information, do not hesitate to contact me.

Sincerely,



Jocelyn Kearn

Legal Assistant to Gregg C. Krumme

Enclosures