

**AGENDA ITEM #12**

Consider approving resale of tax foreclosed property to City of Round Rock.

Moved: Commissioner Hays

Seconded. Commissioner Heiligenstein

Motion: To approve resale of tax foreclosed property to City of Round Rock

Vote. Motion carried 5 - 0

<Clerk copy here>

#12

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

ATTORNEYS AT LAW  
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*Brian E Brown*

January 12, 2000

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

**RE:           Approval of Resale of Tax-Foreclosed Property to City of Round Rock**

Dear Judge Doerfler:

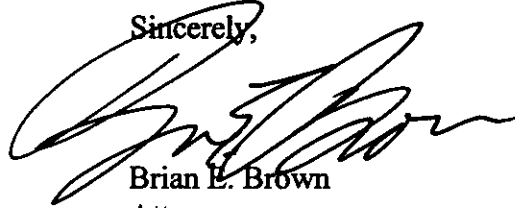
The City of Round Rock has offered to purchase the tax-foreclosed property described below from Round Rock ISD, Trustee. A copy of that written offer and a map of the subject property are enclosed herewith. Forrest Child agrees with the City's assertion that the property has little value, therefore, he will recommend to the Round Rock ISD Board of Trustees at the January 2000 regular meeting that they approve the City's bid. If the sale is approved, the county's share of the proceeds will be roughly \$620.00.

PROPERTY	ADDRESS	JUDGMENT AMT	BID
Lot 4, Blk. A, Lakecreek Subd.	Burnet Street, Round Rock	\$4,641.12	\$2,913.00

Enclosed is an original of the proposed deed on the property for you to execute if the county is willing to agree to the sale. Once you have executed the deed and had the signature notarized, please return it to me for delivery to the City of Round Rock.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Brian E. Brown", written over the typed name.

Brian E. Brown  
Attorney

Enclosures:

- Tax Resale Deed
- Plat Map
- Letter from City of Round Rock

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

**TAX RESALE DEED**

**STATE OF TEXAS**

**X**

**X**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF WILLIAMSON**

**X**

That **ROUND ROCK INDEPENDENT SCHOOL DISTRICT, TRUSTEE, AND WILLIAMSON COUNTY** acting through the presiding officer of their governing bodies, hereunto duly authorized by resolution and order of their governing bodies and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$2,913.00 cash in hand paid by

**CITY OF ROUND ROCK  
221 EAST MAIN  
ROUND ROCK, TEXAS 78664**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, have quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of the grantors, they being all of the taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 90-068-T277, in the district court of said county, said property being located in Williamson County, Texas, and described as follows

**LOT 4, BLOCK A, LAKECREEK SUBDIVISION, AN ADDITION TO THE CITY OF ROUND ROCK ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 33 THROUGH 34, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS**

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

SUBJECT however to the following covenants, conditions and restrictions:

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF Round Rock Independent School District has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

BY: \_\_\_\_\_  
Gaye Arnold, President  
Board of Trustees  
Round Rock Independent School District

STATE OF TEXAS X

COUNTY OF WILLIAMSON X

Before me, the undersigned authority, on this day personally appeared Gaye Arnold, President, Board of Trustees, Round Rock Independent School District, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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 \_\_\_\_\_, 2000.

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

IN TESTIMONY WHEREOF Williamson County has caused these presents to be executed this  
25 day of January, 2000.

BY: John C. Doerfler 1-25-00  
John C. Doerfler  
County Judge  
Williamson County

STATE OF TEXAS

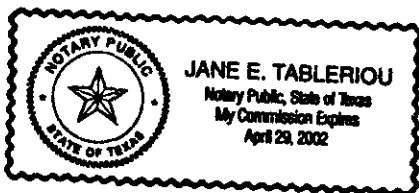
X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared John C. 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 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 25 DAY OF January,  
2000



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

**AGENDA ITEM #13**

Consider accepting bond for newly appointed Justice of the Peace #3.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion To accept bond for newly appointed Justice of the Peace #3 Steve Benton

Vote: Motion carried 5 - 0

<Clerk copy here>

Bond No \_\_\_\_\_

**PUBLIC OFFICIAL BOND**



**STATE FARM FIRE AND CASUALTY COMPANY**

**BLOOMINGTON, ILLINOIS**

**KNOW ALL PERSONS BY THESE PRESENTS**

That we, STEVE BENTON, of 680 CR 375 JARRELL, TEXAS 76537  
as Principal, and the STATE FARM FIRE AND CASUALTY COMPANY, as Surety, are jointly and severally held and bound  
unto the WILLIAMSON COUNTY, in the State  
of TEXAS, in the sum of FIVE THOUSAND (\$ 5000.00 ) DOLLARS

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has  
been APPOINTED to the office of JUSTICE OF THE PEACE  
within and for the TERM OF FOUR YEARS

NOW THEREFORE, if the said Principal shall during the period beginning JANUARY 18th, 2000, and until  
his successor is elected and qualified, faithfully and impartially discharge the duties of said office and render a true account of all  
monies, credits, accounts and property of any kind that shall come into his hands, as such officer, and pay over and deliver the  
same according to law, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing to the  
said Oblige and this bond shall be deemed cancelled at the expiration of said thirty (30) days, the Surety remaining liable,  
however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may  
have been committed by the Principal up to date of such cancellation

Dated this \_\_\_\_\_ 18th day of JANUARY, 2000

Handwritten signature of Steve Benton in black ink.

Principal

STATE FARM FIRE AND CASUALTY COMPANY

Handwritten signature of William E. Edmister in black ink.

Agent

By Handwritten signature of William E. Edmister in black ink.

Attorney-in-fact