

Moved: ~~Commissioner Hays~~ ^{3/20/2001}

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Seconded: **Commissioner Boatright**

Motion: To advertise and set date for public hearing for stop sign at Great Oaks & Pepper Rock/Liberty Walk for April 17, 2001, at 10:15 a.m. in the Commissioners' Courtroom.

Vote: 5 - 0

AGENDA ITEM 18

Discuss and take any appropriate action, including, but not limited to setting a public hearing if necessary, on request for abandonment of (2) county easements in Coupland described as a 20 foot wide alley between lots 6-10 and 1-5, as well as that area between block 24 and 13 which is currently shown to be Bastrop Street.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To advertise and set date for public hearing on request for abandonment of (2) county easements in Coupland described as a 20 foot wide alley between lots 6-10 and 1-5, as well as that area between block 24 and 13 which is currently shown to be Bastrop Street, for April 17, 2001, at 10:30 a.m. in the Commissioners' Courtroom.

Vote: 5 - 0

AGENDA ITEM 19

Consider approving resale of property auctioned by Taylor ISD which county had interest in.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve resale of property auctioned by Taylor ISD in which the county had an interest.

Vote: 5 - 0

< Attachment >

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) 443-3494

Brian E. Brown

March 7, 2001

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 an auction of five properties it had acquired as a result of previous tax sales.

Bids received for two of the properties exceeded the judgment amounts. Three of the bids involving property that had taxes due to Williamson County were for less than the total amount. These are identified as Item numbers 2, 3 and 4 on the attached sheet. Considering the location and condition of the properties, Sheryl Wilkins, Tax Assessor-Collector for Taylor ISD, recommends that the resales be approved.

Enclosed are originals of the proposed deeds on the three properties for you to execute if the county is willing to agree to the sale. Once you have had all the deeds executed for each property and had the signatures notarized, please return them to me for delivery to the purchaser.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Brian E. Brown".

Brian E. Brown
Attorney

Enclosures:

- List of high bids
- Tax Resale Deeds

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

**TAYLOR INDEPENDENT SCHOOL DISTRICT
TAX RESALE AUCTION
MARCH 6, 2001**

Item No.	Property Description	High Bid Received	Judgment Amt.	Struck-off Date	General Description
1	0.65 acres, P Coursey Survey (R018979)	\$4,000.00	\$1,820.00	April 2000	large tract on N. Dolan Street
2	Lot 2, Block 59, City of Taylor (R015283)	\$2,350.00	\$4,000.00	May 1998	lot on East 2 nd recently cleared by the City
3	Part of Lots 1 & 2, Block 82, City of Taylor. (R015466)	\$900.00	\$2,531.00	Nov. 1998	small tract on East Walnut adjacent to Davis Market
4	Lot 1 & Part of Lot 2, Block 39, Doak's Addition (R016585)	\$2,500.00	\$2,543.00	May 2000	undeveloped lots adjacent to South Doak and Rick Streets.
5	Lots 1-6, Block 42, Doak's Addition (R016619)	\$9,250.00	\$5,548.00	May 2000	undeveloped lots adjacent to South Doak and Rio Grande Streets

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 and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$2,500.00 cash in hand paid by

LEAL'S CONCRETE SERVICE
PO BOX 167
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. 98-058-T368, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

LOTS 1 & 2, BLOCK 39, DOAK'S ADDITION, ACCORDING THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 56, PAGE 483, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAVE & EXCEPT THAT PORTION OF LOT 2 CONVEYED IN VOLUME 1133, PAGE 880, DEED 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 Taylor Independent School District has caused these presents to be executed this _____ day of _____, 20__.

BY: _____
James Stiles, President
Board of Trustees
Taylor Independent School District

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared James Stiles, President, Board of Trustees, 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 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 _____, 2000.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF the City of Taylor has caused these presents to be executed this _____
day of _____, 2000.

BY: _____
Randall J. Pick
Chairman, City Commission
City of Taylor, Texas

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared Randall J. Pick, 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 _____, 2000.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF Williamson County has caused these presents to be executed this

20 day of MARCH, 2000.2001

BY: John C. Doerfler 3-20-01
John Doerfler
County Judge
Williamson County, Texas

STATE OF TEXAS

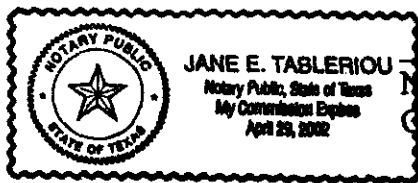
X

COUNTY OF WILLIAMSON

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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 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 20th DAY OF March, 2000.2001



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

After recording return to:

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 and duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$2,350.00 cash in hand paid by

KEITH HAGLER
1707 MALLARD LANE
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. 95-430-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

**LOT 2, BLOCK 59, CITY OF TAYLOR, ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN CABINET A, SLIDE 186, 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 Taylor Independent School District has caused these presents to be executed this _____ day of _____, 20__.

BY: _____
James Stiles, President
Board of Trustees
Taylor Independent School District

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

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Before me, the undersigned authority, on this day personally appeared James Stiles, President, Board of Trustees, 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 he executed the same for the purposes and consideration, therein expressed and in the capacity therein stated.

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Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF the City of Taylor has caused these presents to be executed this _____
day of _____, 2000.

BY: _____
Randall J. Pick
Chairman, City Commission
City of Taylor, Texas

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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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

20 day of MARCH, 2000.2001

BY: John C. Doerfler - 3-20-01
John Doerfler
County Judge
Williamson County, Texas

STATE OF TEXAS

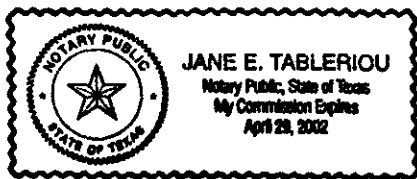
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COUNTY OF WILLIAMSON

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GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20th DAY OF
March, 2000.2001



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

After recording return to:

STATE OF TEXAS

X

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COUNTY OF WILLIAMSON

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KEITH HAGLER
1707 MALLARD LANE
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. 95-272-T277, 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 LOTS 1 & 2, BLOCK 82, CITY OF TAYLOR, BEING MORE PARTICULARLY DESCRIBED IN VOLUME 1965, PAGE 59, DEED 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:

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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.

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- (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).

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

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IN TESTIMONY WHEREOF Taylor Independent School District has caused these presents to be executed this _____ day of _____, 20__.

BY: _____
James Stiles, President
Board of Trustees
Taylor Independent School District

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared James Stiles, President, Board of Trustees, 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 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 _____, 2000.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF the City of Taylor has caused these presents to be executed this _____
day of _____, 2000.

BY: _____
Randall J. Pick
Chairman, City Commission
City of Taylor, Texas

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

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Before me, the undersigned authority, on this day personally appeared Randall J. Pick, 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 _____, 2000.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF Williamson County has caused these presents to be executed this

20 day of MARCH, 2000.2001

BY: John C. Doerfler 3-20-01
John Doerfler
County Judge
Williamson County, Texas

STATE OF TEXAS

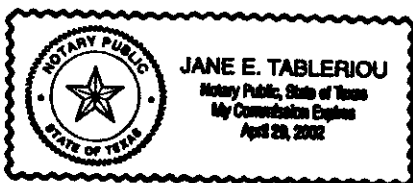
X

COUNTY OF WILLIAMSON

X

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GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20th DAY OF
March, 2000.2001



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

After recording return to:

AGENDA ITEM 20

Consider approving donation of 1995 F-350 Ambulance (VIN 1FDKF37F6SEA79212) to Williamson Co. Fire Chief's Assoc. to be used by Haz-Mat team.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve donation of 1995 F-350 Ambulance (VIN 1FDKF37F6SEA79212) to Williamson Co. Fire Chief's Assoc. to be used by Haz-Mat team.

Vote: 5 - 0

< Attachment >



Williamson County Emergency Medical Service

3-14-01

Dear Jane:

Would you please add the following item to the next Commissioners Court agenda?

Donation of a 1995 F-350 Ambulance (VIN # 1FDKF37F6SEA79212) to the Williamson County Fire Chief's Association to be used by the Williamson County Haz-Mat Team.

*approved 3-20-01
John C. Doerfler*

Sincerely,
John