

AGENDA ITEM 22

Discuss and take appropriate action on agreement with Leo Wood & Associates.

This item was removed from today's agenda.

AGENDA ITEM 23

Consider approving items #(2) and (5) on Round Rock I.S.D. bid report for resale of properties from sealed bid auction.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve items #(2) and (5) on Round Rock I.S.D. bid report for resale of properties from sealed bid auction.

Vote: **4 – 0. Commissioner Heiligenstein** was absent from the dais.

< Attachment >

LINEBARGER GOGGAN BLAIR
& SAMPSON, LLP
ATTORNEYS AT LAW
1949 SOUTH I.H. 35
P.O. BOX 17428
AUSTIN, TEXAS 78760

(512) 447-6675
FAX (512) 443-3494

Biran E. Brown

November 24, 2003

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

RE: Approval of Resale of Properties Sold from Sealed Bid Auction by Round Rock Independent School District, Trustee

Dear Judge Doerfler:

The Round Rock Independent School District recently conducted a sealed bid auction of the properties it had acquired as a result of previous tax sales.

Three of the highest submitted bids were approved by the District through the Board of Education at their November 20, 2003 regular meeting. Two of the bids involving property that had taxes due to Williamson County were for less than the total judgment amount. These are identified as Item numbers 2 and 5 on the attached sheet. However, considering the condition of the properties, the items were awarded to the highest bidders.

Enclosed are originals of the proposed deeds on the two 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 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 in a cursive style.

Brian E. Brown
Attorney

Enclosures:

- List of high bids
- Tax Resale Deeds

cc: Forrest C. Child, Jr., Tax Assessor-Collector
Round Rock Consolidated Tax Office
1311 Round Rock Avenue
Round Rock, Texas 78681

ROUND ROCK INDEPENDENT SCHOOL DISTRICT
HIGH BIDS RECEIVED
NOVEMBER 7, 2003

Item No.	Property Description	2003 CAD Value	Judgment Amt.	High Bid Received	High Bidder
1	South half of Lot 77, Kings Village, Sec. 2, Part 1, Travis County (R066031)	\$9,401.00 improvements	\$20,541.00	\$3,531.00	Jimmy Joseph 2410 Messick Loop West Round Rock Tx 78681
2	Lots 24 & 25, Block E, The Hermitage, Williamson County (R064992 & R064993)	\$3,000.00 no improvements	\$11,207.00	\$5,555.00	Joe Baker 959 Blue Spring Cove Round Rock Tx 78681
3	Lot 16, Block A, The Hermitage, Williamson County (R092582)	\$13,500.00 no improvements	\$8,691.00	none	none
4	Lot 37, Block B, The Hermitage, Williamson County (R064943)	\$13,500.00 no improvements	\$7,500.00	none	none
5	.2755 acre, PA Holder, AKA Part of Lot 17, Merrill Addition, Williamson County (R066643)	\$20,000.00 (no improvements)	\$10,457.00	\$9,080.00	Jimmy Joseph 2410 Messick Loop West Round Rock Tx 78681

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, CITY OF ROUND ROCK, 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 \$9,080.00 cash in hand paid by

**JIMMY JOSEPH
2410 MESSICK LOOP
ROUND ROCK, TEXAS 78681**

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. 95-289-T26, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

0.2755 ACRE, MORE OR LESS, SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 IN VOLUME 1810, PAGE 13, OFFICIAL 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 _____, 2003.

BY: _____
Kenneth Holloway, 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 Kenneth Holloway, 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 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 _____, 2003.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF the City of Round Rock has caused these presents to be executed this _____ day of _____, 2003.

BY: _____
Nyle Maxwell
Mayor
City of Round Rock, Texas

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared Nyle Maxwell, Mayor, City of Round Rock, 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 _____, 2003.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF Williamson County has caused these presents to be executed this 2nd day of December, 2003.

BY: John C. Doerfler 12-2-03
John Doerfler
County Judge
Williamson County, Texas

STATE OF TEXAS

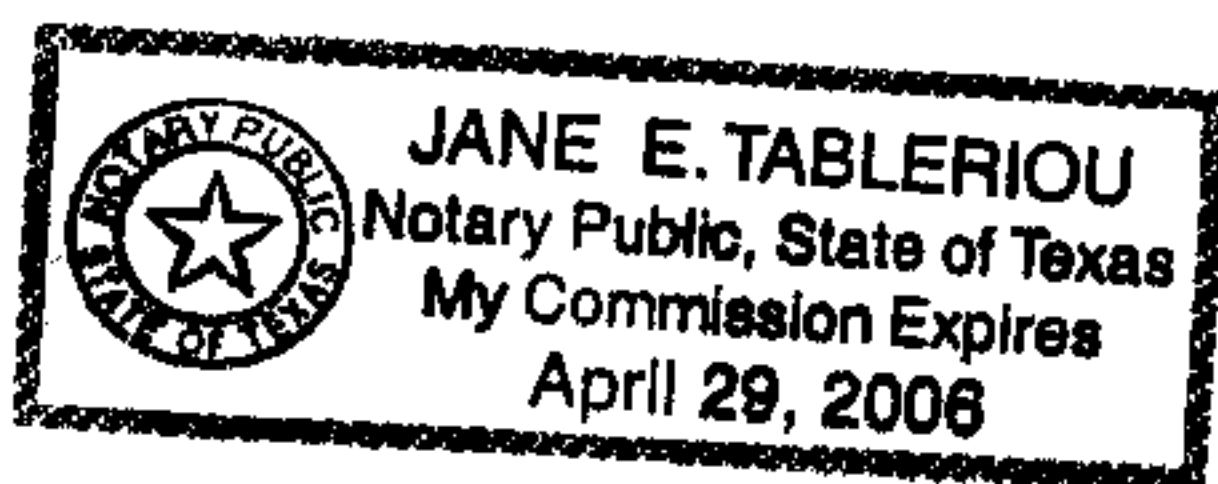
X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared John Doerfler, County Judge, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that 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 2nd DAY OF December, 2003.



Jane E. Tableriou
Notary Public, State of Texas
Commission Expires: 4/29/06

After recording return to:

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
PO BOX 17428
AUSTIN TEXAS 78760

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, CITY OF ROUND ROCK, 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 \$5,555.00 cash in hand paid by

JOE M. BAKER
959 BLUE SPRING COVE
ROUND ROCK TEXAS 78681

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. 94-140-T277, in the district court of said county, said property being located in Williamson County, Texas, and described as follows:

LOTS 24 AND 25, BLOCK E, THE HERMITAGE, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET D, SLIDES 118 AND 119, 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 _____, 2003.

BY: _____
Kenneth Holloway, 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 Kenneth Holloway, 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 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 _____, 2003.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF the City of Round Rock has caused these presents to be executed this _____ day of _____, 2003.

BY: _____
Nyle Maxwell
Mayor
City of Round Rock, Texas

STATE OF TEXAS

X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared Nyle Maxwell, Mayor, City of Round Rock, 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 _____, 2003.

Notary Public, State of Texas
Commission Expires: _____

IN TESTIMONY WHEREOF Williamson County has caused these presents to be executed this 2nd day of December, 2003.

BY: John C. Doerfler 12-2-03
John Doerfler
County Judge
Williamson County, Texas

STATE OF TEXAS

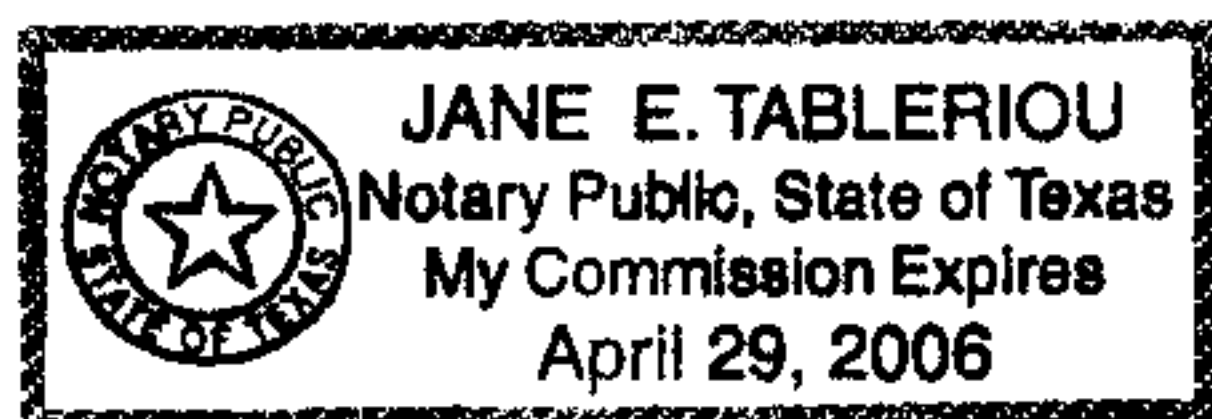
X

COUNTY OF WILLIAMSON

X

Before me, the undersigned authority, on this day personally appeared John Doerfler, County Judge, Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that 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 2nd DAY OF December, 2003.



Jane E. Tableriou
Notary Public, State of Texas
Commission Expires: 4/29/06

After recording return to:

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
PO BOX 17428
AUSTIN TEXAS 78760