TAX RESALE DEED

STATE OF TEXAS

999

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That Travis County, Pflugerville Independent School District, Travis County Healthcare District d/b/a Central Health, City of Pflugerville and Travis County Emergency Services District No. 2 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 \$9,500.00 cash in hand paid by

JAR Tax Services, Inc. 11802 Indianhead Dr. Austin, TX 78753

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, hereby grant, sale and convey and by these presents do grant, sale and convey 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. D-1-GN-14-002776, in the district court of said county, said property being located in Travis County, Texas, and described as follows:

> Lots 3 and 4, Block E, Colored Addition to Pflugerville, Plat No. 2/204 as described in Volume 258, Page 656 of the deed records of Travis 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:

The above described realty, or any part thereof, shall not be used in the (a) 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.

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(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, 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
- 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 Leaque of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in <u>U.S. v. Texas</u>, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in <u>U.S. v. Texas</u>, 321 F. Supp. 1043 (E.D. Tex. 1970); <u>U.S. v. Texas</u>, 330 F. Supp. 235 (E.D. Tex. 1971); <u>aff'd with modifications sub nom, U.S. v. State of Texas and J.W. Edgar, et al</u>, 447 F2d 441 (5 Cir. 1971); <u>stay den. sub nom. Edgar v. U.S.</u>, 404 U.S. 1206 (1971); <u>cert den.</u> 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 abovedescribed 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 WHERE day of, 20	OF has caused these presents to be executed this
	BY: School Board President Pflugerville Independent School District
STATE OF TEXAS	Э
COUNTY OF TRAVIS	∋ ∋
Texas, known to me to be the pe instrument and acknowledged to	ed authority, on this day personally appeared erville Independent School District, Travis County, son whose name is subscribed to the foregoing me that executed the same for the purposes and and in the capacity therein stated.
GIVEN UNDER MY HAND AND, 20	SEAL OF OFFICE THIS THE DAY OF
	Notary Public, State of Texas Commission Expires:

IN TESTIMONY WHEREOF has day of	s caused these presents to be executed this, 20
Ву:	
	Travis County Emergency Services District No. 2
STATE OF TEXAS	Э
	Э
COUNTY OF TRAVIS	Э
Texas, known to me to be the person w	ergency Services District No. 2,Travis County, whose name is subscribed to the foregoing at executed the same for the purposes and the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL	OF OFFICE THIS THE DAY OF
	Notary Public, State of Texas Commission Expires:

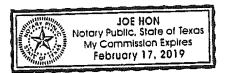
IN TESTIMONY WHEREOF ha	as caused these presents to be executed this, 20
Ву:	City of Pflugerville
STATE OF TEXAS	Э
COUNTY OF TRAVIS	э э
be the person whose name is subscrib	e same for the purposes and consideration,
GIVEN UNDER MY HAND AND SEAL, 20	OF OFFICE THIS THE DAY OF
	Notary Public, State of Texas

IN TESTIMONY WHEREOF has		Patricia A. Young Bro President and CEO Travis County Health d/b/a Central Health	Wn Z Z
STATE OF TEXAS		Э	
COUNTY OF TRAVIS		∋ ∋	
Before me, the undersigned A. Young Brown, President and Health, Travis County, Texas, known to the foregoing instrument and a purposes and consideration, their	CEO, 1 nown to acknow rein ex	Travis County Healthcan o me to be the person we vledged to me that execute pressed and in the cape	re District d/b/a Central rhose name is subscribed the same for the acity therein stated.
GIVEN UNDER MY HAND AND february , 20 16 .	SEAL	OF OFFICE THIS THE	DAY OF
		Mechael of Notary Public, State of Commission Expires:	Ment Texas
MICHAEL T. HEATH Notary Public STATE OF TEXAS Commission Exp. JUNE 23, 2017			

IN TESTIMONY WHEREOF has a second day of SAUL	as caused these presents to be executed this
Ву:	
	Sarah Eckhardt
	County Judge
	Travis County, Texas
STATE OF TEXAS	Э
	Э
COUNTY OF TRAVIS	Э

Before me, the undersigned authority, on this day personally appeared Sarah Eckhardt, County Judge, Travis 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 26 DAY OF SANUARY, 20 16.



Notary Public, State of Texas

Commission Expires: 2/17/19

After recording return to Grantee: JAR Tax Services, Inc. 11802 Indianhead Dr. Austin, TX 78753

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