

# A | R | B | H

ABERNATHY ROEDER  
BOYD HULLETT

EST. 1876

1700 Redbud Boulevard, Suite 300 | McKinney, Texas 75069

Main: 214.544.4000 | Fax: 214.544.4040

October 28, 2019

Mr. Steven Bassett  
3452 Spur 399  
McKinney, TX 75069

Re: Offer from Gabriel Alarcon to purchase  
County Road 330, McKinney, Texas

Dear Mr. Bassett:

Gabriel Alarcon has offered to purchase County Road 330, McKinney, Collin County, Texas (BLOCK 3, TRACT 188 .2582 ACRES OF LAND OUT OF ABSTRACT A0157 THE H.T. CHENOWITH SURVEY AS DESCRIBED IN VOL. 4833, PAGE 2403, DEED RECORDS OF COLLIN COUNTY, TEXAS) for \$4,000.00.

This property was sold at a Sheriff's Sale on August 1, 2017 pursuant to delinquent tax collection suit number 199-00783-2013. There were no bidders and the property was struck off to the College for itself and on behalf of the other taxing jurisdictions.

The property's most recent value according to the Appraisal District is \$9,037.00. The property was struck off for the minimum amount, \$9,037.00, which includes taxes, penalties and interest, costs of court, and costs of sale.

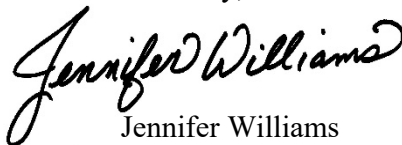
Pursuant to the Texas Property Tax Code the court costs and costs of sale must be paid first out of the proceeds of a resale. The remainder would be distributed to the taxing jurisdictions pro-rata. Those costs total \$2,704.06. A breakdown of amounts each taxing entity will receive is attached.

If all taxing jurisdictions agree to accept \$4,000.00 for the property, the property may be sold for that amount. Each jurisdiction must execute the deed.

If your entity decides to accept this offer, attached for execution is a Deed Without Warranty our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize this transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,



Jennifer Williams

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

DEED WITHOUT WARRANTY  
(TAX FORECLOSED PROPERTY RESALE)

Date: \_\_\_\_\_, 2019

Grantor: MCKINNEY INDEPENDENT SCHOOL DISTRICT, COLLIN COUNTY, and COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

Grantor's Mailing Address (including county):

One Duvall Street  
McKinney, TX 75069  
Collin County

Grantee: Gabriel Alarcon

Grantee's Mailing Address (including county):

2013 Avignon Drive  
Carrollton, Texas 75007  
Collin County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
2. Visible and apparent easements over or across subject property.
3. Rights of parties in possession.
4. Any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part hereof.
5. Any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.
6. All oil, gas, and other minerals reserved by prior grantors.

By acceptance of this Deed, Grantee acknowledges and agrees that the Property is being purchased and conveyed "AS IS" with all faults and defects whether patent or latent as of the closing. Grantors, on behalf of themselves and the other taxing entities on whose behalf it holds title to the Property, specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Grantee may elect to

conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Grantee affirming that Grantee has not relied on Grantors' skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the Property is fit for any particular purpose).

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors, or assigns forever WITHOUT WARRANTY.

The intent of this Deed Without Warranty is to transfer the property foreclosed on by the Grantor taxing jurisdictions in Cause No. 199-00783-2013 in the 199th Judicial District Court, Collin County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

McKINNEY INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(Acknowledgment)

THE STATE OF TEXAS           §

COUNTY OF COLLIN           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_ of the McKinney Independent School District as the act and deed of said McKinney Independent School District.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name, (printed):

Notary's commission expires: \_\_\_\_\_

COLLIN COUNTY, TEXAS

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_ of Collin County, Texas as the act and deed of said Collin County, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name, (printed):

Notary's commission expires: \_\_\_\_\_

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_,

\_\_\_\_\_ of the Collin County Community College District as the act and deed of said Collin County Community College District.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's name, (printed):

Notary's commission expires: \_\_\_\_\_

EXHIBIT A

BLOCK 3, TRACT 188 .2582 ACRES OF LAND OUT OF ABSTRACT A0157 THE H.T.  
CHENOWITH SURVEY AS DESCRIBED IN VOL. 4833, PAGE 2403, DEED RECORDS OF  
COLLIN COUNTY, TEXAS