

LAW OFFICES
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JOHN E. GAY
DAVID McCALL +
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JENNIFER T. PETTIT
ERIN MINETT
JOHN RAPIER
JAMES W. WILSON

777 E. 15TH STREET
PLANO, TEXAS 75074
(972) 424-8501 • Fax (972) 422-9322

♦ BOARD CERTIFIED -- CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION
+ ATTORNEY - MEDIATOR

October 13, 2017

Mr. Kenneth Lynn
3452 Spur 399
McKinney, TX 75069

Re: Offer from Felipe Lezama and Victoria Lezama to purchase
2054 CR 326, McKinney, Texas

Dear Mr. Lynn:

Felipe Lezama and Victoria Lezama have offered to purchase 2054 CR 326, McKinney, Collin County, Texas (BEING .2500 ACRES OF LAND OUT OF ABSTRACT 691 IN THE G.B. PILANT SURVEY AS DESCRIBED IN A WARRANTY DEED IN VOLUME 993, PAGE 317, FILED IN COLLIN COUNTY, TEXAS.) for \$13,000.00.

This property was sold at a Sheriff's Sale on October 2, 2007 pursuant to delinquent tax collection suit number 380-972-06. 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 \$16,885.00. The property was struck off for the minimum amount, \$14,438.63, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code the court costs, costs of sale and costs of maintenance 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 \$15,482.12. A breakdown of amounts each taxing entity will receive is enclosed.

If all taxing jurisdictions agree to accept \$13,000.00 for the property, the property may be sold for that amount. Please note, the City and ISD have already approved this bid. Each jurisdiction must execute the deed.

If your entity decides to accept this offer, enclosed for execution is a Deed Without Warranty our office prepared for this resale. When the Deed is executed, please return it in the enclosed self-addressed, stamped envelope.

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

Sincerely,



Erin Minett

Enclosure

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: _____, 2017

Grantor: McKINNEY INDEPENDENT SCHOOL DISTRICT, COLLIN COUNTY, COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, and CITY OF McKINNEY

Grantor's Mailing Address (including county):

P.O. Box 517
McKinney, Texas 75070
Collin County

Grantee: Felipe Lezama and Victoria Lezama

Grantee's Mailing Address (including county):

2501 Markland St.
Irving, TX 75060
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. 380-972-06 in the 380-972-06 Judicial District Court, Collin County, Texas, and no more.

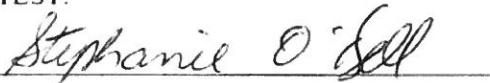
When the context requires, singular nouns and pronouns include the plural.

McKINNEY INDEPENDENT SCHOOL DISTRICT

By: 

Title: Board President

ATTEST:

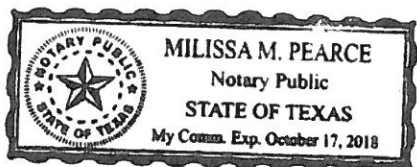


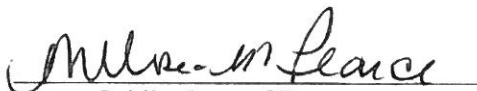
(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 26 day of
September, 2017, by Curtis Rippee,
Board President 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): Milissa M. Pearce
Notary's commission expires: 10/17/18

COLLIN COUNTY, TEXAS

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of
_____, 2017, 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 _____, 2017, 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: _____

CITY OF MCKINNEY

By: Paul Grimes

Title: City Manager 7/25/17

ATTEST:

Denise Rice 7/26/17



(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 25 day of
July, 2017, by Paul Grimes
City Manager of the City of McKinney as the act and deed of
said City of McKinney.

Amy Jeter
Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: 2018

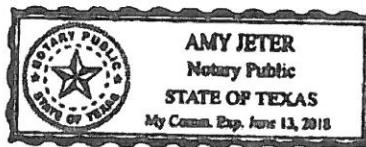


EXHIBIT A

BEING .2500 ACRES OF LAND OUT OF ABSTRACT 691 IN THE G.B. PILANT SURVEY AS DESCRIBED IN A WARRANTY DEED IN VOLUME 993, PAGE 317, FILED IN COLLIN COUNTY, TEXAS.

Distribution of Proceeds

2054 CR 326, McKinney, Texas
R669100101401
Cause no.: 380-972-06
Judgment date: July 9, 2007
Sheriff's sale: October 2, 2007

| | | |
|--------------------|--------|-------------------|
| Taxes in Judgment: | MISD | \$6,451.58 |
| | City | 1,989.58 |
| | County | 854.77 |
| | CCCCD | <u>310.58</u> |
| | Total | <u>\$9,606.51</u> |

| | | |
|-------------------------|---------------------|------------|
| Other Judgment Amounts: | District Clerk Fees | \$4,091.70 |
|-------------------------|---------------------|------------|

| | |
|----------------------------|--------|
| Post Judgment Taxes/Costs: | 740.42 |
|----------------------------|--------|

| | |
|----------------------|-------------|
| Minimum Bid at Sale: | \$14,438.63 |
|----------------------|-------------|

| | |
|--------------------------|-------------|
| Current Appraised Value: | \$16,885.00 |
|--------------------------|-------------|

| | |
|---------------|-------------|
| Resale price: | \$13,000.00 |
|---------------|-------------|

| | |
|---------------------|------------------|
| Settlement Costs: | |
| Constable Fee | 606.32 |
| Publication Fee | 134.10 |
| District Clerk Fees | 4,091.70 |
| Demolition Lien | <u>10,650.00</u> |
| Total Costs: | <u>15,482.12</u> |

| | |
|-----------------------------|---------------|
| Proceeds to be Distributed: | <u>\$0.00</u> |
|-----------------------------|---------------|

| | |
|-------------------------------|----|
| Percentage of Judgment Taxes: | 0% |
|-------------------------------|----|

Distributed to Collin County Tax Assessor on Behalf of:

| | |
|--------|---------------|
| MISD | \$0.00 |
| City | 0.00 |
| County | 0.00 |
| CCCCD | <u>0.00</u> |
| Total | <u>\$0.00</u> |

