



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 04/01/2025

Item Title: Resolution #026/24-25 X Action
Resale of Foreclosed Real Estate Information
Properties Discussion

BACKGROUND:

WHEREAS, by Sheriff's Sale conducted on 5th day of November, 2024, the property described was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 357th Judicial District Court, Cameron County, Texas

FISCAL IMPLICATIONS:

RECOMMENDATION:

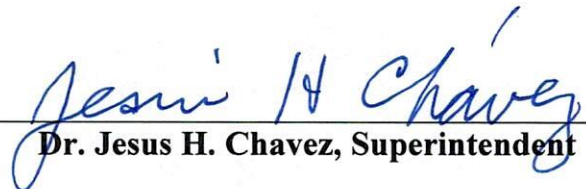
Discussion and possible action on a Resolution #026/24-25 authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

Approved for Submission to Board of Education:

Submitted by: Chief Financial Officer

Recommended by: Chief Financial Officer

Approved by: Chief Financial Officer


Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

Resolution #026/24-25

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.

RESOLUTION AUTHORIZING TAX RESALE

WHEREAS, by Sheriff's Sale conducted on 5th day of November, 2024, the property described below was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 357th Judicial District Court, Cameron County, Texas, and

WHEREAS, the sum of \$27,000.00 has been tendered by Diego Naranjo of Cameron County for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees for the Brownsville Independent School District, that its Board President Daniella Lopez Valdez, be and that they are hereby authorized to execute a tax resale deed on behalf of this district conveying to Diego Naranjo all of the right, title, and interest of the district, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas

Lot 32, Block 'C', Celaya Subdivision, a subdivision in the City of Brownsville, Cameron County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 7A, Map Records of Cameron County, Texas. (Acct 30204500030032000)

PASSED AND APPROVED this ____ day of _____, 20____.

Daniella Lopez Valdez
President

ATTEST:

Minerva M. Pena
Board Secretary

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TAX RESALE DEED

STATE OF TEXAS

X

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON

X

That CAMERON COUNTY, CITY OF BROWNSVILLE, BROWNSVILLE INDEPENDENT SCHOOL DISTRICT, SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT and TEXAS SOUTHMOST COLLEGE DISTRICT, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$27,000.00 cash in hand paid by

**Diego Naranjo
832 Abrahamson Drive
Brownsville, TX 78526**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. 2016-DCL-00306 & 2009-05-3048, Cameron County, City Of Brownsville And Brownsville Independent School District vs. Maria De La Luz Alatorre, Et Al**, in the district court of said county, said property being located in Cameron County, Texas, and described as follows:

Lot 32, Block 'C', Celaya Subdivision, a subdivision in the City of Brownsville, Cameron County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 7A, Map Records of Cameron County, Texas. (Acct #0204500030032000)

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 covenant, condition 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 his 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, renews 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 or entity whatever (whether private or governmental in nature), without limitation hereinafter 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 Court, 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 such restrictions.

It is further covenanted, that if 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 any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any 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.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, OWNED BY THE DEFENDANT(S) IN SUCH SUIT(S) IN AND TO THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT OR CONSTABLE WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE REALIZA CONFORME A LOS REQUISITOS ESTATUTARIOS O JUDICIALES. LOS POSTORES LICITARAN POR LOS DERECHOS, TITULOS E INTERESES, SI FUESE EL CASO, DE LA PROPIEDAD INMUEBLE QUE SE OFRECE.

LA PROPIEDAD SE VENDE TAL CUAL, DONDE SE ENCUENTRE Y SIN NINGUNA GARANTIA EXPRESA O IMPLICITA. NI EL CONDADO NI EL DEPARTAMENTO DEL ALGUACIL GARANTIZAN O REALIZAN ALGUNA DECLARACION RESPECTO AL TITULO, CONDICION, HABITABILIDAD, COMERCIALIZACION O APTITUD PARA UN PROPOSITO PARTICULAR. LOS COMPRADORES SE RESPONSABILIZAN POR TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES, UN LOTE DE CINCO ACRES O MENOS SE PRESUME QUE SE DESTINA PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE SERVICIOS DE AGUA POTABLE O ALCANTARILLADO, LA PROPIEDAD PUEDE NO CALIFICAR PARA USO RESIDENCIAL. SI UN COMPRADOR POTENCIAL DESEA MAS INFORMACION DEBE PREGUNTAR O CONSULTAR A UN ASESOR PRIVADO.

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

BY: _____
Daniella Lopez Valdez
President

STATE OF TEXAS

X

COUNTY OF CAMERON

X

This instrument was acknowledged before me on this _____ day of _____, 2025, by Daniella Lopez Valdez, President, for the Brownsville Independent School District.

Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

After recording return to:
Linebarger Goggan Blair & Sampson, LLP
35 Providencia Court
Brownsville, Texas 78526

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER



PERDUE BRANDON
FIELDER COLLINS & MOTT LLP

ATTORNEYS AT LAW

**BROWNSVILLE ISD
PROPOSED TAX RESALE BID**

Submitted by: *Hiram A. Gutierrez, Janelle V. Caso & Enrique Pena*
March 2025

www.pbfcmlaw.com

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PASSED AND APPROVED this ____ day of _____, 20____.

Daniella Lopez Valdez
President

ATTEST:

Minerva M. Pena
Board Secretary



Property No. 1

2016-DCL-00306

& 2009-05-3048

This notice and the materials provided herein are for informational purposes only and do not constitute any legal advice. No reader should rely on, act, or refrain from acting on the basis of any information contained in this notice and the materials provided herein without seeking their own legal or other professional advice. Perdue, Brandon, Fielder, Collins, & Mott. L.L.P. [DOES NOT WARRANT](#) the quality or completeness of the information provided herein.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
35 Providencia Court
Brownsville, TX 78526-0218

(956) 546-1216
(956) 546-1624 - FAX

February 7, 2025

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

SUIT: No. 2016-DCL-00306
2009-05-3048

STYLE: Cameron County, City Of Brownsville And Brownsville Independent School District vs.
Maria De La Luz Alatorre, Et Al

LEGAL DESCRIPTION: Lot 32, Block 'C', Celaya Subdivision, a subdivision in the City of Brownsville, Cameron County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 7A, Map Records of Cameron County, Texas. (ACCT. NO. 0204500030032000)

PROPERTY LOCATION: 135 Huisache St 78520

JUDGMENT DATE: May 22, 2020
SEPT 2, 2010

DATE OF TAX SALE: September 1, 2020

DATE OF TAX RESALE: November 5, 2024

AMOUNT OF JUDGMENT: \$10,539.57

Years INCLUDED IN TAX RESALE: 1994- 2019

COSTS OF SALE: \$3,451.00

Municipal Lien: \$9,262.30

AMOUNT OF BID: \$27,000.00

DISBURSEMENT AMOUNT: \$23,549.00

CURRENT APPRAISED VALUE: \$5,774.00

VALUE AT JUDGMENT: \$5,774.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
CAMERON COUNTY	\$2,547.25	24%	\$3,428.81
CITY OF BROWNSVILLE	\$2,806.50	27%	\$3,857.41
BROWNSVILLE ISD	\$5,185.82	49%	\$7,000.48
Totals	\$10,539.57	100%	\$14,286.70

This property is being conveyed subject to the following tax year(s): 2024

Prospective
Buyer:

Diego Naranjo
832 Abrahamson Drive, Brownsville, TX 78526

GENERAL INFO

ACCOUNT

Property ID: 35471
Geographic ID: 02-0450-0030-0320-00
Type: R
Zoning: A-C
Agent:
Legal Description: CELEYA'S SUBDIVISION LOT 32 BLK C
Property Use:

OWNER

Name: CAMERON COUNTY TRUSTEE
Secondary Name:
Mailing Address: 835 E Levee St Brownsville TX US 78520-5187
Owner ID: 692536
% Ownership: 100.00
Exemptions: EX-XV - Other Exemptions (including public property, religious organizations,

LOCATION

Address: 135 HUISACHE ST, BROWNSVILLE

Market Area:
Market Area CD: 020450
Map ID: 09-13-04

PROTEST

Protest Status:
Informal Date:
Formal Date:

VALUES

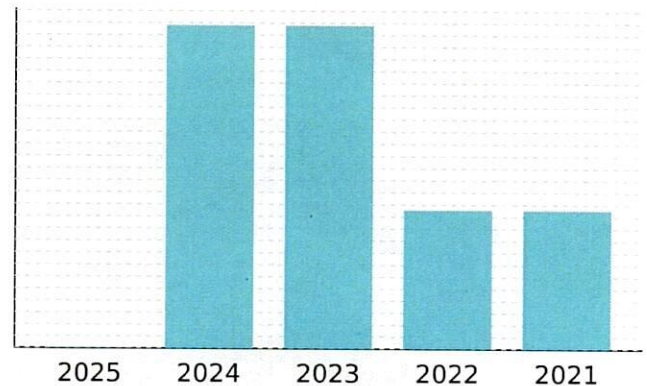
CURRENT VALUES

Land Homesite: N/A
Land Non-Homesite: N/A
Special Use Land Market: N/A
Total Land: N/A

Improvement Homesite: N/A
Improvement Non-Homesite: N/A
Total Improvement: N/A

Market: N/A
Special Use Exclusion (-): N/A
Appraised: N/A
Value Limitation Adjustment (-): N/A
Net Appraised: N/A

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2025	N/A	N/A	N/A	N/A	N/A	N/A
2024	\$12,638	\$749	\$0	\$13,387	\$0	\$13,387
2023	\$12,638	\$749	\$0	\$13,387	\$0	\$13,387
2022	\$5,369	\$405	\$0	\$5,774	\$0	\$5,774
2021	\$5,369	\$405	\$0	\$5,774	\$0	\$5,774

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
SST	SOUTH TEXAS I.S.D	N/A	N/A	N/A
GCC	CAMERON COUNTY	N/A	N/A	N/A
IBR	BROWNSVILLE I.S.D	N/A	N/A	N/A
STS	TEXAS SOUTHMOST COLLEGE DISTRI	N/A	N/A	N/A
TR5	C.C. Regional Mobility Authori	N/A	N/A	N/A
TBN1	SBN - TAX INCREMENT ZONE 1	N/A	N/A	N/A
SBN	BROWNSVILLE NAVIGATION DISTRIC	N/A	N/A	N/A
CBR	CITY OF BROWNSVILLE	N/A	N/A	N/A

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

Improvement #1: Residential Improvement Value: N/A Main Area: 0
 State Code: A Description: RR - MISC Gross Building Area: 162

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
FL4	CHAIN LINK FENCE 4'	*		1	1998	1998	162

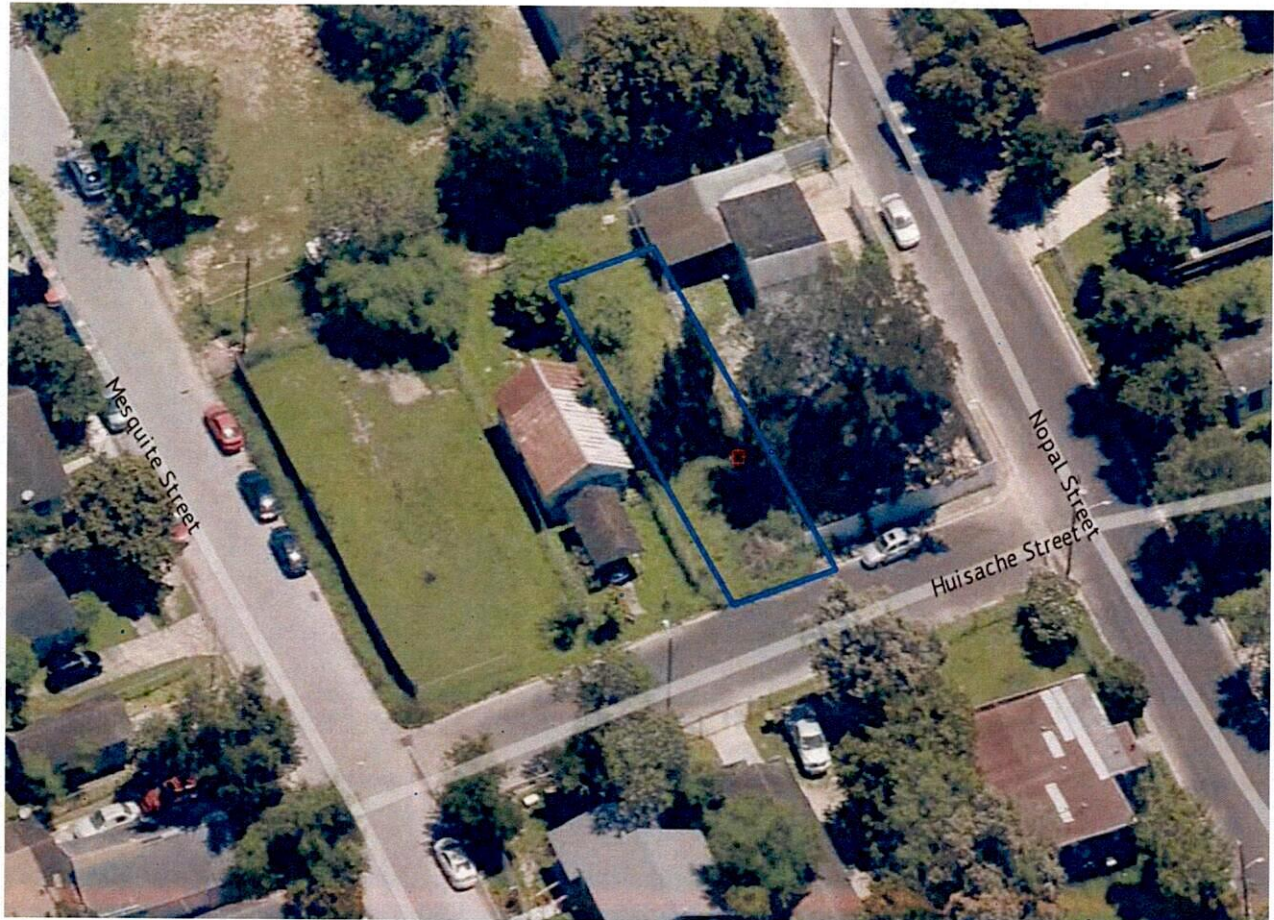
Improvement Features

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
RES	RESIDENTIAL	0.0656	2,856	\$4.43	N/A	N/A

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
9/1/20	SD	SHERIFF'S DEED	ALATORRE MARIA DE LA LUZ	CAMERON COUNTY TRUSTEE				202037283
1/1/00	UNK	UNKNOWN		ALATORRE, MARIA DE LA LUZ				
4/1/85	UNK	UNKNOWN		LERMA, D J		2068	270	
10/1/84	UNK	UNKNOWN				1384	159	



Suit No. «SUIT»

Suit Key No. «SUITKEY»

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STATE OF TEXAS

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X KNOW ALL MEN BY THESE PRESENTS

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**Diego Naranjo
832 Abrahamson Drive
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hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Suit No. 2016-DCL-00306 & 2009-05-3048, Cameron County, City Of Brownsville And Brownsville Independent School District vs. Maria De La Luz Alatorre, Et Al**, in the district court of said county, said property being located in Cameron County, Texas, and described as follows:

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It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

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

BY: _____

Daniella Lopez Valdez
President

STATE OF TEXAS

X

COUNTY OF CAMERON

X

This instrument was acknowledged before me on this _____ day of _____, 2025, by Daniella Lopez Valdez, President, for the Brownsville Independent School District.

Printed Name: _____

Notary Public, State of Texas

My Commission Expires: _____

After recording return to:
Linebarger Goggan Blair & Sampson, LLP
35 Providencia Court
Brownsville, Texas 78526