

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.

TRUSTEE'S DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, by Order of Sale, issued by the Galveston County District Court, 212TH Judicial District in Cause Numbered 18-TX-0515, styled "**County of Galveston, et al. vs. Viola Johnson, et al**" the Sheriff of Galveston County, on 4th of March, A.D., 2019, seized and levied upon the right, title and interest the defendants had in the premises hereinafter described; and

WHEREAS, the Sheriff on the first Tuesday of **April, A.D., 2019** (the same being the **6th** day of said month), sold and conveyed the premises to **City of Texas City**, as Trustee for itself and for **County of Galveston, College of the Mainland and Texas City Independent School District** for the sum of **Five Thousand Six Hundred Thirty and 00/100 Dollars (\$5,630.00)**, it being the highest bidder therefore; and

WHEREAS, the GRANTEE named herein desires to purchase this property for the sum of **Seventeen Thousand One Hundred Eighty-seven and 50/100 Dollars (\$17,187.50)**;

WHEREAS, this sale is authorized pursuant to V.T.C.A., Tax Code §34.05(b);

WHEREAS this sale is authorized pursuant to an Interlocal Agreement between **City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District** as permitted under Texas Government Code §791.011; and

WHEREAS the Interlocal Agreement between **City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District** provides that the Mayor or Presiding Officer of the City of Texas City will execute Trustee's Deeds on behalf of all taxing entities made a party to the Interlocal Agreement pursuant to offers approved by the Resale Committee under the Interlocal Agreement.

NOW, THEREFORE, in consideration of the sum of **Seventeen Thousand One Hundred Eighty-seven and 50/100 Dollars (\$17,187.50)** paid by the GRANTEE named below, the receipt and sufficiency of which is acknowledged, City of Texas City, County of Galveston, College of the Mainland and Texas City Independent School District ("GRANTOR"), have GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY to **Texas City Economic Development Corporation, of 1801 9th Avenue North, Texas City, TX 77590** ("GRANTEE"), the following described real property, to wit:

LOTS SIX (6) AND SEVEN (7) TEXAS CITY SECOND DIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 761, PAGE 667 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code.

GRANTOR conveys the property:

- a) "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- b) subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- c) subject to any right of redemption; and
- d) subject to rights of parties in possession.

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- a) the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil and geology,
- b) the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- c) the existence of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos or other hazardous materials),
- d) compliance with applicable environmental laws, rules or regulations; and
- e) the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- a) that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- b) GRANTEE has inspected the property and are relying solely on their own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- c) that any information provided with respect to the property was obtained from a variety of sources,
- d) GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information; and
- e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors, omissions, of any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, their heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR's predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above-described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, their heirs, and assigns, forever.

Taxes for the current year, if any, are to be paid by GRANTEE.

EXECUTED this the _____ day of _____, 2024.

CITY OF TEXAS CITY, TRUSTEE

By: _____

Hon. Dedrick Johnson
MAYOR OF CITY OF TEXAS CITY

STATE	OF	TEXAS	§
	§		
COUNTY	OF	GALVESTON	§

BEFORE ME, the undersigned authority, on this day personally appeared DEDRICK JOHNSON, as Mayor for City of Texas City, 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.

GIVEN under my hand and seal of office this the _____ day of _____, 2024.

NOTARY PUBLIC, in and for the State of Texas

Printed or Typed Name of Notary

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **18-TX-0515** on the docket of the **212th** District Court
GALVESTON COUNTY, ET AL. VS. VIOLA JOHNSON

Property Account Number: **225437 (7030-0230-0006-000)**

Legal Description: **LOTS SIX (6) AND SEVEN (7) TEXAS CITY SECOND DIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 761, PAGE 667 IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on April 2, 2019 for **\$5,630.00**

Proceeds Distribution

<u>Payment of Costs Pursuant to Texas Property Tax Code §34.02</u>	<u>Original Amt</u>	<u>Actual</u>
	<u>Due At Sale</u>	<u>Disbursement</u>
(1) Advertising: to "Galveston County Sheriff's Dept." (publication costs)	\$ 122.37	\$ 123.37
(2) Reimbursement - Costs, Fees to "Galveston County Clerk" (recording fee #2019022696)	\$ 30.00	\$ 30.00
(3) Attorney Ad Litem Fees to "Jeffrey Kilgore" 164 Bora Bora, Galveston 77554	\$ 700.00	\$ 700.00
(4) Court Costs to "Galveston County District Clerk"	\$ 563.00	\$ 563.00
(5) Title Search Fees to "Estate of Lyn Wingert"	<u>\$ 250.00</u>	<u>\$ 250.00</u>
	\$ 1,665.37	\$ 1,665.37
 <u>Taxing Entity Distribution</u>		
	<u>Taxes Due at</u>	<u>Resale</u>
	<u>Original Sale</u>	<u>Share/(Loss)</u>
to "COUNTY OF GALVESTON"	\$ 1,028.34	\$ 3,414.87
to "TEXAS CITY INDEPENDENT SCHOOL DISTRICT"	\$ 2,501.40	\$ 8,381.95
to "CITY OF TEXAS CITY"	\$ 733.73	\$ 2,483.54
to "COLLEGE OF THE MAINLAND"	<u>\$ 397.19</u>	<u>\$ 1,241.77</u>
Subtotal	\$ 4,660.66	\$ 15,522.13
 CAD VALUE: Land \$10,940 Imp. \$000.00	 Grand Total	 \$ 6,326.03
	\$ 6,326.03	\$ 17,187.50