

CITY OF SAN ANTONIO - CITY OF SCHERTZ

EXTRATERRITORIAL JURISDICTION AGREEMENT

This Extraterritorial Jurisdiction Agreement is effective on the date set forth in Article V hereof (this "Agreement") and is entered into by and between the City of San Antonio, a Texas municipal corporation ("San Antonio"), acting by and through its City Manager pursuant to Ordinance No. _____, and the City of Schertz, a Texas municipal corporation ("Schertz"), acting by and through its City Manager pursuant to Resolution No. 20-R-83.

WITNESSETH:

WHEREAS, Schertz has requested that San Antonio release from its extraterritorial jurisdiction an area of approximately 141.5 acres (the Transferred Property described below) so that it may incorporate such area into the extraterritorial jurisdiction of Schertz; and

WHEREAS, incorporation of this area into the extraterritorial jurisdiction of Schertz would allow Schertz to annex the Transferred Property; and

WHEREAS, both municipalities are desirous of entering into this Agreement to permit this arrangement;

THE PARTIES AGREE AS FOLLOWS:

I. General Terms and Conditions

- A. San Antonio releases from its extraterritorial jurisdiction and relinquishes control over an area containing approximately 141.5 acres of land located generally north of Lookout Road, generally south of FM 2252, generally east of Evans Road and generally west of Doerr Lane and more particularly described by metes and bounds and the map attached hereto as **Exhibit A** and incorporated herein for all purposes ("Transferred Property"). San Antonio shall take such further and additional action as Schertz may reasonably request to evidence the release of the Transferred Property from its extraterritorial jurisdiction.
- B. Schertz will promptly incorporate the Transferred Property into its extraterritorial jurisdiction.
- C. Upon bringing the Transferred Property into its extraterritorial jurisdiction, Schertz agrees that it will do the following:
 1. Extend a land use plan to the Transferred Property compatible with the adjacent land in the City of Schertz, as per the City of Schertz Future Land Use Plan, a copy of which is attached hereto as **Exhibit B** and incorporated herein for all purposes, allowing for Industrial and Industrial, Technology and R and D;

2. Prohibit new billboards from being erected on the Transferred Property except in accordance with the City's Unified Development Code (the "Schertz's UDC");
 3. Extend Schertz's subdivision regulations to the Transferred Property in accordance with the Schertz UDC;
 4. Extend Schertz's tree ordinance to the Transferred Property, which must protect existing significant and heritage trees, in accordance with Schertz's UDC;
 5. Extend Schertz's landscape ordinance to the Transferred Property, which must require planting of additional trees in new commercial and residential developments, in accordance with Schertz's UDC;
 6. Initiate annexation proceedings as to the Transferred Property within 3 months of the effective date of this agreement and prosecute such proceedings diligently to conclusion;
 7. Provide services and regulations to the Transferred Property as required by Chapter 43 of the Texas Local Government Code; and
 8. The City of Schertz will remit to the City of San Antonio 50% of sales, use, ad valorem taxes, and franchise fees collected by the City of Schertz for the Transferred Property beginning upon the first effective date of annexation by the City of Schertz for a period of 30 years.
 9. The City of Schertz will reimburse the City of San Antonio for the land recording of this agreement in the Real Property records of the Comal County Clerk's Office.
- D. The Transferred Property shall revert back to San Antonio's extraterritorial jurisdiction automatically, without action by either party, if Schertz fails to conclude the annexation proceedings by December 31, 2021 the City of San Antonio has the right to re-enter the Transferred Property, taking it back into San Antonio's extraterritorial jurisdiction by filing a written declaration of re-entry in the Official Records of Real Property of Comal County, Texas.
- E. Schertz shall file for record a copy of this Agreement for each tract of land within the Transferred Property affected by this Agreement in the Real Property Records of Comal County, Texas.

II. Severability

- A. If for any reason, any one or more paragraphs of this Agreement is held invalid, such determination shall not affect, impair, or invalidate the remaining paragraphs of this Agreement but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Agreement held invalid, and invalidity of any

section, sentence, clause, or parts shall not affect, impair, or prejudice in any way the validity of the remainder of this Agreement in any instance.

B. This Agreement and the exhibits to this Agreement supersede any and all other prior or contemporaneous agreements, oral or written, among the parties with respect to the matters addressed in this Agreement.

III. Applicable Law

This Agreement shall be construed in accordance with the laws of the State of Texas.

IV. Notices

Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt required, addressed to such party at the address set forth below or such other address as may be hereafter designated by either party by written notice to the other party.

IF TO THE CITY OF SAN ANTONIO:	
---------------------------------------	--

City of San Antonio Planning and Development Services Department Attn: Director 1901 S. Alamo, 2 nd Floor San Antonio, Texas 78204	
With a copy to:	

**City of San Antonio
 Office of the City Attorney**
 Attn: City Attorney
 City Hall, 3rd Floor
 P.O. Box 839966
 San Antonio, Texas 78283-3966

Office of the City Clerk
 Attn: City Clerk
 City Hall, 2nd Floor
 P.O. Box 839966
 San Antonio, Texas 78283-3966

IF TO THE CITY OF SCHERTZ:

City of Schertz
 1400 Schertz Parkway
 Schertz, Texas 78154
 Attn: City Manager

With a copy to:

Denton Navarro Rocha Bernal & Zech
 Attn: Dan Santee
 2517 North Main Avenue,
 San Antonio, Texas 78212

V. Effective Date

This Agreement is effective on the effective date of the later of the Ordinance of the City of San Antonio and the Resolution of the City of Schertz authorizing this Agreement, in each case as indicated by the date following the signature of each City Manager below.

[Remainder of page intentionally left blank.]

IN WITNESS OF WHICH this Agreement has been executed in triplicate.

CITY OF SCHERTZ

By: _____

Title: City Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on October __, 2020, by Mark Browne, City Manager of the City of Schertz, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission expires: _____

CITY OF SAN ANTONIO

By: _____

Attest: _____

Title: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____ by _____, City Manager of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

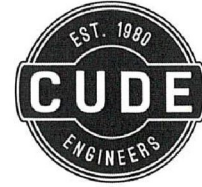
Notary Public, State of Texas

My Commission expires: _____

EXHIBIT A

Transferred Property

See attached



**LEGAL DESCRIPTION
141.494 ACRES OF LAND**

141.494 acres of land located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

BEGINNING, at a found ½ inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

THENCE, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

THENCE, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found ½ inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

THENCE, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

THENCE, North 29deg 38' 06" West, along the southwesterly line of the said 142.096 acres, a distance of 817.74 feet, to a found ½ inch iron rod with "CUDE" cap located in the southeasterly right of way line of the Missouri Pacific Railroad and marking the most northerly westerly corner of the said 142.096 acres;

THENCE, North 60deg 06' 45" East, along the southeasterly right of way line of the said Missouri Pacific Railroad, a distance of 1,514.91 feet, to a point located in the current city limit line of the City of Schertz, Texas;

THENCE, along the northeasterly line of the said 142.096 acres, same being the current city limit line of the City of Schertz, Texas, the following courses:

- South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found ½ inch iron rod;
- South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

James W. Russell 7/23/20
 James W. Russell
 Registered Professional Land Surveyor No. 4230
 Cude Engineers
 4122 Pond Hill Road, Suite 101
 San Antonio, Texas 78231
 TBPELS Firm No. 10048500
 TBPE Firm No. 455
 Job No. 03227-007

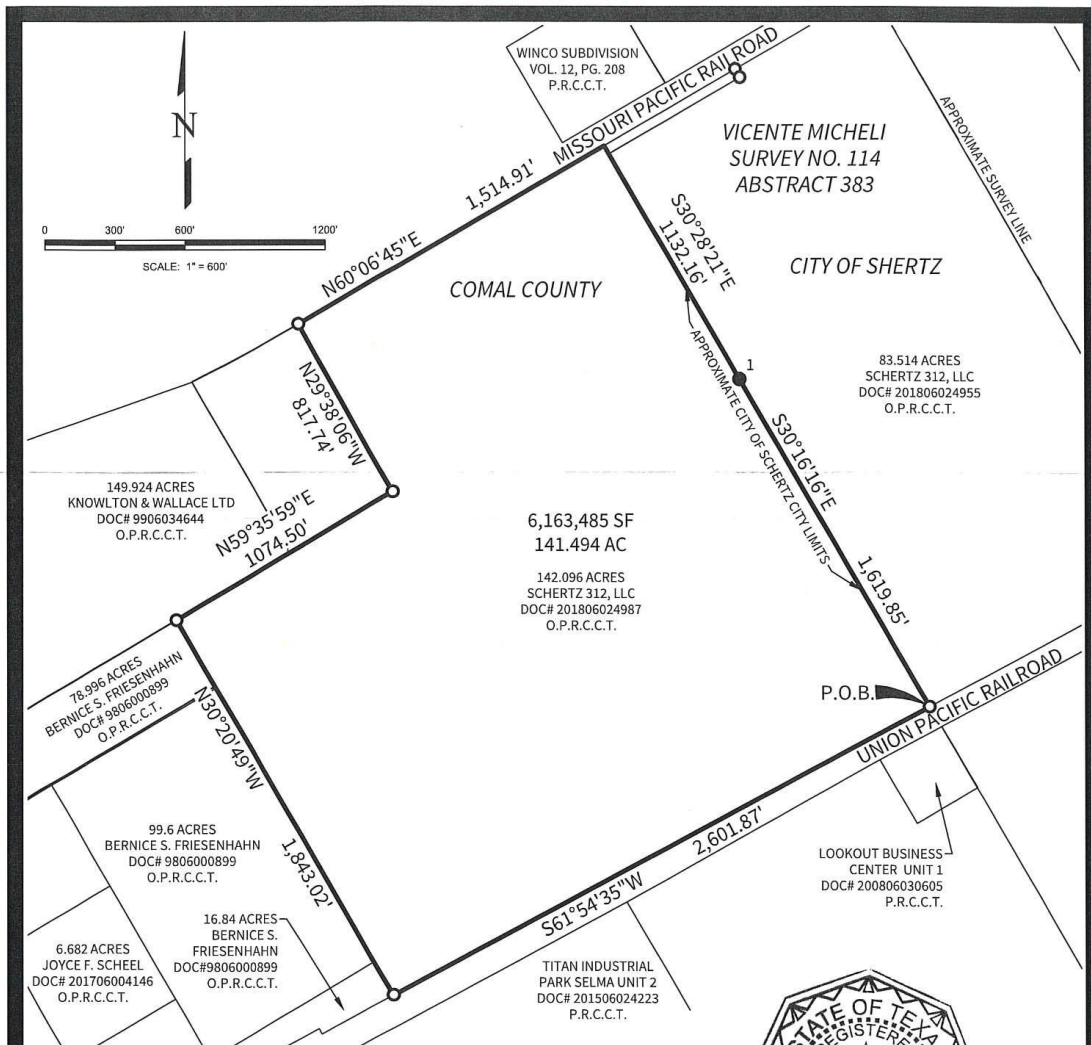


CUDE ENGINEERS
SAN ANTONIO | AUSTIN

4122 POND HILL ROAD, STE 101
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951
CUDEENGINEERS.COM

TBPE NO. 455
TBPLS NO. 10048500

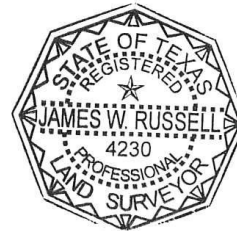


LEGEND

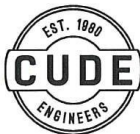
- P.R.C.C.T. = PLAT RECORDS, COMAL COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS, COMAL COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- = 1/2" IRON ROD FOUND WITH "CUDE" CAP
- = 1/2" IRON ROD FOUND

NOTES:

1. BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 (93).



James W. Russell
9/23/20



CUDE ENGINEERS
4122 POND HILL RD. • SUITE 101
SAN ANTONIO, TEXAS 78231
TEL 210.681.2951 • FAX 210.523.7112
WWW.CUDEENGINEERS.COM
TBPE FIRM #455
TBPLS FIRM #10048500

EXHIBIT OF

141.494 ACRES OF LAND LOCATED IN THE VICENTE MICHELI SURVEY NUMBER 114, ABSTRACT NUMBER 383, COMAL COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 142.096 ACRES OF LAND CONVEYED TO SCHERTZ 312, LLC, AS DESCRIBED IN DOCUMENT NUMBER 201806024987, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

DATE: SEPTEMBER 23, 2020

JOB NO.: 03227.001

P:\03227\001\0-Survey\Drawings\SV_03227_001_142.096 EXHIBIT.dwg 2020/09/23 4:08pm bblack

REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

EXHIBIT B

Schertz Future Land Use Plan

See attached

