

CITY OF SANTA CLARA – 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 Santa Clara, a Texas Municipal Corporation (“Santa Clara”), acting by and through its Mayor and the City of Schertz, a Texas Municipal Corporation (“Schertz”), acting by and through its City Manager pursuant to Resolution No. 23-R-36.

WITNESSETH:

WHEREAS, Chesmar Homes, LLC, as land owner, has requested that Schertz release from its extraterritorial jurisdiction an area of approximately 4.8 acres (the Subject Property described below) so that such area may be incorporated into the extraterritorial jurisdiction of Santa Clara; and

WHEREAS, Chesmar Homes, LLC, as land owner, has requested that Santa Clara expand its extraterritorial jurisdiction to include the Subject Property; and

WHEREAS, Santa Clara and Schertz each have all requisite municipal corporate power and authority to enter into an Agreement for performance of all of their relative obligations under such Agreement; and

WHEREAS, the execution and performance by each municipality of this Agreement has been duly authorized by City Resolution, and except for the additional approval of the Owners, no consent or approval of any other person is required, including, without limitation, any governmental authority; and

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

THE PARTIES AGREE AS FOLLOWS:

- I. General Terms and Conditions
 - A. Schertz releases from its extraterritorial jurisdiction and relinquishes control over an area containing approximately 4.8 acres of land located generally 4,000 feet southwest of the intersection of Green Valley Road and Marion Road and more particularly described by metes and bounds and the map attached hereto as Exhibit A and incorporated herein for all purposes (“Subject Property”). Schertz shall file for record a copy of this Agreement within the Subject Property affected by this Agreement in the Real Property Records of Guadalupe County, Texas. Schertz shall take such further and additional action as Santa Clara may reasonably request to evidence the release of the Subject Property from its extraterritorial jurisdiction.
 - B. Santa Clara shall, in accordance with Sec. 42.022 of the Texas Local Government Code, promptly expand its existing extraterritorial jurisdiction to include the Subject Property.
- II. Subject 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 SANTA CLARA	IF TO THE CITY OF SCHERTZ
City of Santa Clara 1653 N. Santa Clara Rd Santa Clara, Texas 78124 Attn: Mayor	City of Schertz 1400 Schertz Parkway Schertz, Texas 78154 Attn: City Manager
With a copy to: City of Santa Clara 1653 N. Santa Clara Rd Santa Clara, Texas 78124 Attn: City Attorney	With a copy to: Denton Navarro Rocha Bernal & Zech 2517 North Main Avenue, San Antonio, Texas 78121 Attn: Dan Santee

V. Effective Date

This Agreement is effective on the effective date of the later of the Resolution of the City of Santa Clara 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's authorized representative.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF this Agreement has been executed in triplicate.

CITY OF SCHERTZ

By: _____

Title: City Manager

Date: _____

STATE OF TEXAS §

COUNTY OF GUADALUPE §

Before me, Steve Williams, on this day personally appeared and acknowledged to me that he executed the forgoing instrument for the purposes and consideration therein expressed as authorized on behalf of said entity.

Given under my hand and seal of office this ____ day of _____, 2023.

(Seal)

(Notary's Signature)

IN WITNESS WHEREOF this Agreement has been executed in triplicate.

CITY OF SANTA CLARA

By: _____

Title: Mayor

STATE OF TEXAS §

COUNTY OF GUADALUPE §

Before me, Jeff Hunt, on this day personally appeared and acknowledged to me that he executed the forgoing instrument for the purposes and consideration therein expressed as authorized on behalf of said entity.

Given under my hand and seal of office this ____ day of _____, 2023.

(Seal)

(Notary's Signature)