



Control Number: 27233



Item Number: 494

Addendum StartPage: 0



CITY OF KERRVILLE, TEXAS
Shelley McElhannon, City Secretary
701 Main Street
Kerrville, Texas 78028
(830) 258-1117
shelley.mcelhannon@kerrvilletx.gov

May 6, 2020

27233

Texas Public Utility Commission
Attn: Central Records
P.O. Box 13326
Austin, TX 78711-3326

RECEIVED
2020 MAY 20 AM 11:39
TExAS PUBLIC UTILITY COMMISSION
FILING SECTION

RE: Annexation – Ordinance No. 2020-05, 2700 Fredericksburg Road

Greetings,

The City of Kerrville recently annexed 2700 Fredericksburg Road into the city limits by approval of Ordinance No. 2020-05. Attached is a copy of the ordinance and map of the annexed area. Further notice of this annexation will not be provided by the City of Kerrville.

If I can be of assistance, please contact the City Secretary's Office.

Sincerely,

Shelley McElhannon
City Secretary

Enclosure: Ordinance No. 2020-05

494

**CITY OF KERRVILLE, TEXAS 20 03293
ORDINANCE NO. 2020-05**

AN ORDINANCE ANNEXING AN APPROXIMATE 33.56 ACRE TRACT OF LAND LOCATED ADJACENT TO AND NORTHWEST OF THE INTERSECTION OF STATE HIGHWAY 16 NORTH AND BENSON DRIVE WITH THE ADDRESS OF 2700 FREDERICKSBURG ROAD INTO THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SUCH PROPERTY WITHIN THE CITY LIMITS; APPROVING A SERVICES AGREEMENT FOR THE ANNEXED PROPERTY; AND ADOPTING ZONING FOR THE ANNEXED PROPERTY

WHEREAS, the owner of the area proposed for annexation requested annexation of the area by the City of Kerrville, Texas ("City"), pursuant to Local Government Code Section 43.0671; and

WHEREAS, the owner's petition for annexation includes a reference to and a description of a tract consisting of approximately 34.89 acres; however, the City, pursuant to Ordinance 97-04, has previously annexed a portion of the tract consisting of approximately 1.33 acres, which is currently used by the state as part of its interstate (IH10) highway system; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City; and

WHEREAS, in conjunction with the approval of this Ordinance, City Council also approves a Services Agreement for the subject property; and

WHEREAS, Section 60-37 of the City's Zoning Code creates procedures for initial zoning of newly annexed areas; and

WHEREAS, the City has complied with all prerequisites of state law and the City Charter as to the annexation and the application of zoning to the area;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

SECTION TWO. City Council annexes into the City limits for all legal purposes all of a certain tract or parcel of land containing 33.56 acres, more or less, out of B.S. & F. Survey No. 1, Abstract No. 77 in Kerr County, Texas; that same land conveyed as 35 acres from the Kerr County Industrial Foundation to the United States of America by a Warranty Deed executed the 20th day of March, 1962 and recorded in Volume 112 at Page 78 of the Deed Records of Kerr County, Texas; and being more particularly described and depicted in **Exhibit A** (the “Property”). For purposes of this annexation, excluded from the Property is an approximate 1.33 acre portion, which was part of two easement deeds previously conveyed to and currently used by the state. City Council previously annexed said portion into the City pursuant to Ordinance No. 97-04.

SECTION THREE. City Council authorizes and directs the City Manager, or designee, to amend the City’s official boundary map in accordance with the annexation taken in Section Two.

SECTION FOUR. The petition for annexation concerning the Property is attached as **Exhibit B** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property.

SECTION FIVE. Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Services Agreement (the “Agreement”) with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit C** and by this reference is incorporated into it. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the schedule set forth therein, such services making up the City’s full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

SECTION SIX. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City’s Zoning Code, the property described in Section One, above, will be zoned as a Planned Development District (“PD”), which will allow the Property to be used in ways consistent with those land uses specified and limited to those in the table attached as **Exhibit D**. Said uses are defined within the City’s Zoning Code.

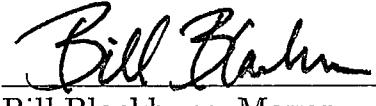
SECTION SEVEN. The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION EIGHT. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION NINE. In accordance with the Texas Local Government Code and other applicable laws, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk, Kerr Central Appraisal District, and the Texas Comptroller.

PASSED AND APPROVED ON FIRST READING, this the 11 day of FEBRUARY A.D., 2020.

25 PASSED AND APPROVED ON SECOND READING, this the 25 day of FEBRUARY A.D., 2020.



Bill Blackburn, Mayor



APPROVED AS TO FORM:
Michael C. Hayes, City Attorney

ATTEST:


Shelley McElhannon, City Secretary



212 CLAY STREET, KERRVILLE, TEXAS 78028
PHONE: 830-257-3313 • FAX: 830-257-3377
Firm Registration N° 100528-00
www.KerrCountySurveyor.com

Invoice

USDA- ARS
c/o Jon Delay
Merrick and Company
5970 Greenwood Plaza Blvd.
Greenwood Village, Colorado 80111

DATE	11/19/2019
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INVOICE #	8871
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Boundary Survey, Plat and Legal Description for 34.89 acres of land out of the United States of America tract along State Highway No. 16 in Kerr County, Texas.

Subtotal \$2,750.00

Sales Tax (8.25%) \$226.88

Total \$2,976.88

ORDINANCE 2020-05

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 34.89^{*} ACRES OF LAND OUT OF THE UNITED STATES OF AMERICA TRACT ALONG STATE HIGHWAY NO. 16 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 34.89 acres, more or less, out of B.S. & F. Survey No. 1, Abstract No. 77 in Kerr County, Texas; that same land conveyed as 35 acres form the Kerr County Industrial Foundation to the United States of America by a Warranty Deed executed the 20th day of March, 1962 and recorded in Volume 112 at Page 78 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron stake set 1.5 ft. N21°17'46"W from a fence cornerpost at the intersection of the northwest right-of-way line of State Highway No. 16 and the southwest right-of-way line of Scenic Hills Road, a public road, for the east corner of the herein described tract and said 35 acre tract; which point bears, approximately, 2072 ft. East and 244 ft. North from the west corner of said Survey No. 1;

THENCE, along the northwest right-of-way line of said State Highway No. 16 with the southeast line of said 35 acre tract: near a fence 784.46 ft. along the arc of a 01°30' curve to the left subtended by an 11°35'03" central angle and 3880.00 ft. radius (long chord: S41°29'54"W, 783.13 ft.) to a brass disc in concrete right-of-way marker found at its end; S35°55'17"W, near a fence at 338.0 ft. passing 1.0 ft. southeast of a fence cornerpost, then continuing not along a fence for a total distance of 601.57 ft. to a set mag nail; S47°14'17"W, 102.00 ft. to a set mag nail; and S35°55'17"W, 152.83 ft. to a set $\frac{1}{2}$ " iron stake for the south corner of the herein described tract and 35 acre tract;

THENCE, with the southwest line of said 35 acre tract N45°21'08"W, at 239.5 ft. passing a fence cornerpost, then continuing along or near a fence at 242.7 ft. passing the east corner of Lot No. 1 in Block No. 1 of the Benson Addition, a subdivision of Kerr County according to the replat of record in Volume 6 at Page 12 of the Plat Records of Kerr County, Texas, then continuing with the common line between 35 acre tract and Lot No. 1 at 706.3 ft. passing the north corner of Lot No. 1 and the east corner of Lot No. 2 in Block No. 1 of the Benson Subdivision, then continuing with the common line between 35 acre tract and Lot No. 2 at 1005.2 ft. passing the north corner of Lot No. 2 and an easterly corner of a certain 22.89 acre tract conveyed from Greater Horizons to The Coming King Foundation by a Warranty Deed executed the 12th day of January, 2006 and recorded in Volume 1496 at Page 918 of the Official Public Records of Kerr County, Texas, then continuing with the common line between 35 and 22.89 acre tracts for a total distance of 1136.35 ft. to a fence cornerpost marked by a found $\frac{1}{2}$ " iron stake for the west corner of the herein described tract and 35 acre tract, and a reentrant corner of 22.89 acre tract;

THENCE, along or near a fence continuing with the common line between said 35 and 22.89 acre tracts N41°00'37"E, at 278.9 ft. passing a $\frac{1}{2}$ " iron stake found for the northeast corner of 22.89 acre tract and the south corner of a certain 6.667 acre tract conveyed from James Franklin Clark, Sr. to James Franklin Clark, Sr., Trustee by a Special Warranty Deed executed the 8th day of December, 2017 and recorded in File No. 17-08574 of the Official Public Records of Kerr County, Texas, then continuing with the common line between 35 and 6.667 acre tracts for a total distance of 911.85 ft. to a fence cornerpost for the northwest corner of the herein described tract and 35 acre tract, the east corner of 6.667 acre tract and the west corner of a certain 12.03 acre tract conveyed from M.C. Constantino to Carol Lee Griswold by a Gift Deed executed the 16th day of September, 2016 and recorded in File No. 16-06108 of the Official Public Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 35 and 12.03 acre tracts: S39°41'34"E, 295.37 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 35 acre tract, and the southwest corner of 12.03 acre tract; N50°22'38"E, 288.02 ft. to a fence cornerpost for a northerly corner of the herein described tract and 35 acre tract, and a reentrant corner of 12.03 acre tract, S39°56'10"E, 134.39 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 35 acre tract, and the southeast corner of 12.03 acre tract; and N50°11'46"E, 708.54 to a fence cornerpost in the southwest right-of-way line of said Scenic Hills Road for the northeast corner of the herein described tract and 35 acre tract, and the east corner of 12.03 acre tract;

*Property description of 34.89 acres includes a portion of the property (~1.33 acres) that has been both previously conveyed to the state for its use as well as annexed by and into the City of Kerrville. Thus, Ordinance No. 2020-05 is only annexing 33.56 acres (34.89 - 1.33 acres) into the City.

Page 2... FIELD NOTES DESCRIPTION FOR 34.89 ACRES
OF LAND OUT OF THE UNITED STATES OF
AMERICA TRACT ALONG STATE HIGHWAY
NO. 16 IN KERR COUNTY, TEXAS

THENCE, along a fence with the northeast line of said 35 acre tract and the southwest right-of-way line of said Scenic Hills Road, S21°17'46"E, 565.48 ft. to the PLACE OF BEGINNING.

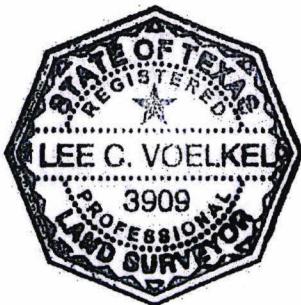
I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: November 8, 2019
November 19, 2019

Dated this 19th day of November, 2019

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



ORDINANCE 2020-05

I hereby certify that the plan and accompanying field notes described as survey representations of the property above and described heron as determined by a survey made on the ground under my direction and supervision, except no survey was made to establish fire road Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: November 8, 201
November 19, 201

Dated this 19th day of November, 2019

Lee C. Vodicka
Registered Professional Land Surveyor No. 3907



LOTS 1 AND 2, BLOCK NO 1
Atkisson to Atkisson Kerrville, LTB
File No. 12-8271

LOT NO 1
BENSON SUBDIVISION
Vol 6 Pg 12

SURVBY NO
SURVBY 1

1

卷之三

807

STATE HIGHWAY NO. 16

SCENIC HILLS
Publication No. 4

SC
N21°1'

CURVE DATA
 $\Delta = 11^{\circ}35'03''$
 R = 3880.00'
 A = 784.46'
 LC = S41°29'54''T
 783 13'

SCENIC HILLS ROAD
Public road
Slope 15°
on stone bears 1.5 ft.
W from fence corner!

bears approximately
1244 ft. North from

114

卷之三

1

FILE NO.

SUBJECT TRACT

BENSON

RT 152

RT 152 E DIRECTIONS

LAKE SOA ENTRANCE

LAKE SOA EXIT

LAKE SOA FRONT RT 15

N.

VICINITY MAP

NTS.

FILE NO.

VICINITY MAP

VICINITY MAP

0 50 100 200

SCALE: 1" = 100'
 LEGEND
 • FENCE POST
 ■ FOUND IRON STAKE
 SET IRON STAKE
 SET IRON
 X FENCE LINE (CHAIN MAIL)
 ■ FOUND IRON D-R BAR CONCRETE R-O-W MARKER
 ■ FOUND CONCRETE R-O-W MARKER
 RECORD CALLS SHOWN IN PARENTHESES
 NOTE: ALL SET IRON FROM STAKES MARKED
 WITH RED PLASTIC CAP INSCRIBED WITH
 "R-O-W" AND DATE

SURVEY PLAT FOR 34.89 ACRES OF LAND, MORE OR LESS, OUT OF D & F SURVEY NO. 1, ABSTRACT NO. 77 IN KERR COUNTY, TEXAS. THAT SAME LAND CONVEYED FROM THE KERR COUNTY INDUSTRIAL FOUNDATION TO THE UNITED STATES OF AMERICA BY A WARRANTY DEED EXECUTED THE 20TH DAY OF MARCH, 1962 AND RECORDED IN VOLUME 112 AT PAGE 78 OF THE DEED RECORDS OF KERR COUNTY, TEXAS.

NOVEMBER 2019

NAME	Rev. 10-2010
JOB #	VUL173
DATE	10/17/13

EXHIBIT B

PETITION REQUESTING ANNEXATION BY AREA LANDOWNER

TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS:

The undersigned owner of the hereinafter described tract of land, which contains improvements but is without residents, hereby petitions your honorable Body to extend the present city limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

33.67 acres of land which is described on the attached Exhibit A*

The undersigned owner certifies, on information and belief, that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by an authorized representative of the owner.

UNITED STATES OF AMERICA

By: 

Dr. Laurence Chandler
Area Director
Agricultural Research Service
United States Department of Agriculture

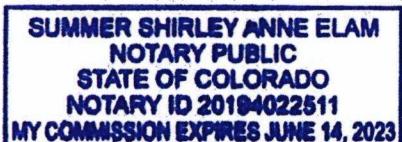
STATE OF COLORADO

COUNTY OF Larimer

This instrument was acknowledged before me on October 28, 2019, by Dr. Laurence Chandler in his capacity as Area Director acting on behalf of the Agricultural Research Service, United States Department of Agriculture on behalf of the United States of America.

(SEAL)


Notary Public, State of Colorado



*Following owner's submission of this Petition, owner subsequently submitted a new and revised legal description for the property. The new description specified 34.89 acres, which included a 1.33 acre area previously annexed by the City. Thus, for purpose of this annexation, the annexation will consist of 33.56 acres (34.89 - 1.33 acres).

ORDINANCE 2020-05

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 34.89* ACRES OF LAND OUT OF THE UNITED STATES OF AMERICA TRACT ALONG STATE HIGHWAY NO. 16 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 34.89 acres, more or less, out of B.S. & F. Survey No. 1, Abstract No. 77 in Kerr County, Texas; that same land conveyed as 35 acres form the Kerr County Industrial Foundation to the United States of America by a Warranty Deed executed the 20th day of March, 1962 and recorded in Volume 112 at Page 78 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron stake set 1.5 ft. N21°17'46"W from a fence cornerpost at the intersection of the northwest right-of-way line of State Highway No. 16 and the southwest right-of-way line of Scenic Hills Road, a public road, for the east corner of the herein described tract and said 35 acre tract; which point bears, approximately, 2072 ft. East and 244 ft. North from the west corner of said Survey No. 1;

THENCE, along the northwest right-of-way line of said State Highway No. 16 with the southeast line of said 35 acre tract; near a fence 784.46 ft. along the arc of a 01°30' curve to the left subtended by an 11°35'03" central angle and 3880.00 ft. radius (long chord: S41°29'54"W, 783.13 ft.) to a brass disc in concrete right-of-way marker found at its end; S35°55'17"W, near a fence at 338.0 ft. passing 1.0 ft. southeast of a fence cornerpost, then continuing not along a fence for a total distance of 601.57 ft. to a set mag nail; S47°14'17"W, 102.00 ft. to a set mag nail; and S35°55'17"W, 152.83 ft. to a set $\frac{1}{2}$ " iron stake for the south corner of the herein described tract and 35 acre tract;

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THENCE, along a fence with the common line between said 35 and 12.03 acre tracts: S39°41'34"E, 295.37 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 35 acre tract, and the southwest corner of 12.03 acre tract; N50°22'38"E, 288.02 ft. to a fence cornerpost for a northerly corner of the herein described tract and 35 acre tract, and a reentrant corner of 12.03 acre tract, S39°56'10"E, 134.39 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 35 acre tract, and the southeast corner of 12.03 acre tract; and N50°11'46"E, 708.54 to a fence cornerpost in the southwest right-of-way line of said Scenic Hills Road for the northeast corner of the herein described tract and 35 acre tract, and the east corner of 12.03 acre tract;

*Property description of 34.89 acres includes a portion of the property (~1.33 acres) that has been both previously conveyed to the state for its use as well as annexed by and into the City of Kerrville. Thus, Ordinance No. 2020-05 is only annexing 33.56 acres (34.89 - 1.33 acres) into the City.

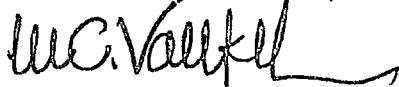
Page 2... FIELD NOTES DESCRIPTION FOR 34.89 ACRES
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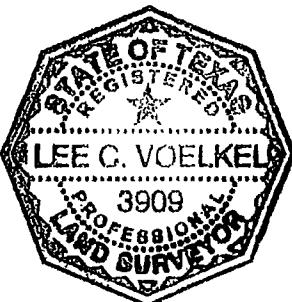
I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

Date Surveyed: November 8, 2019
November 19, 2019

Dated this 19th day of November, 2019



Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas





I hereby certify that the plot and accompanying field notes description are accurate representations of the property shown and described herein as determined by a survey made on the ground under my direction and supervision, except no survey was made to determine the location of the property lines, and the all property corners are as shown.
(Brackets here = True north based on CGPS observations)

Date Surveyed: November 6, 2019
Signed this 19th day of November, 2019
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



D R A F T

EXHIBIT C SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into between the City of Kerrville, a Texas Home-Rule Municipal Corporation (the "City"), and the United States of America acting by and through its agency, the Agricultural Research Service, United States Department of Agriculture (the "Owner"). The City and the Owner are collectively referred to as the Parties.

WHEREAS, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

WHEREAS, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

WHEREAS, City and Owner agree each will benefit from the City's municipal services (which include water and wastewater service and which are more particularly identified in **Exhibit B**) which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

WHEREAS, it is found that the statutory requirements have been satisfied and City is authorized by *Chapter 43, Tex. Loc. Gov't. Code*, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Services. City will provide the services listed and specified in **Exhibit B**, attached hereto and incorporated herein, for the Subject Property on the effective date of annexation of the Subject Property. Said services represent the City's "full municipal services" as referenced and used in *Chapter 43, Tex. Loc. Gov't. Code*.

Section 3. Owner's Obligations. Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until the City's annexation of the Subject Property.

Section 4. Term. The term of this Agreement (the “Term”) is ten (10) years from the Effective Date or until the City’s annexation of the Subject Property, whichever occurs first.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 8. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

Section 9. Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 10. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity and sovereign immunity, nor to create any legal rights or claims on behalf of any third party.

Section 11. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 12. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 13. Venue and Applicable Law. Venue for this Agreement shall be in Kerr County, Texas or the Western District of Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the laws of the United States where applicable.

Section 14. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

EXECUTED this 25 day of FEBRUARY, 2020.

AGRICULTURAL RESEARCH
SERVICE, UNITED STATES
DEPARTMENT OF AGRICULTURE,
OWNER

STATE OF _____ §
COUNTY OF _____ §

NAME, _____ TITLE

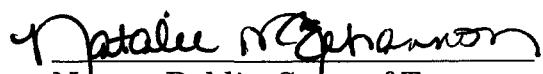
This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, Agricultural Research Service, United States Department of Agriculture.

Notary Public, State of Texas

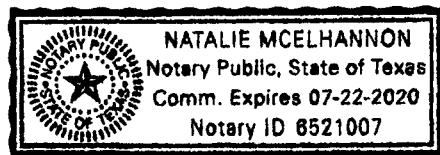

Mark McDaniel, City Manager
City of Kerrville, TX

STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the 25 day of FEBRUARY, 2020, by Mark McDaniel, City Manager, City of Kerrville, Texas.


Natalie McElhannon
Notary Public, State of Texas

Upon Recording, Return to:
City Secretary, City of Kerrville
City Hall, 701 Main Street
Kerrville, Texas 78028



Section 14. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 15. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

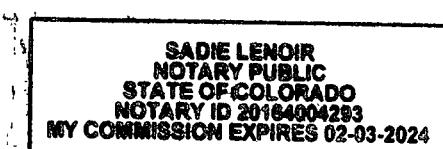
EXECUTED this 25 day of FEBRUARY, 2020.

AGRICULTURAL RESEARCH
SERVICE, UNITED STATES
DEPARTMENT OF AGRICULTURE,
OWNER

STATE OF Colorado
COUNTY OF Larimer

NAME, TITLE
LAURENCE O. CHANDLER, PLAINS AREA
DIRECTOR

This instrument was acknowledged before me on the 25 day of
April, 2020, by Lawrence Chandler, Agricultural Research
Service, United States Department of Agriculture.



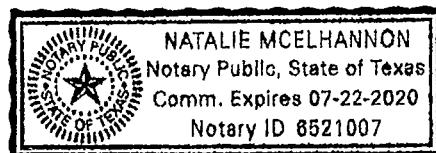
Notary Public, State of ~~Texas~~ COLORADO

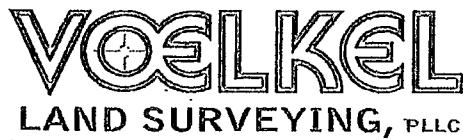

Mark McDaniel, City Manager
City of Kerrville, TX

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the 25 day of
FEBRUARY, 2020, by Mark McDaniel, City Manager, City of Kerrville, Texas.

✓ Upon Recording, Return to:
City Secretary, City of Kerrville
City Hall, 701 Main Street
Kerrville, Texas 78028





212 CLAY STREET, KERRVILLE, TEXAS 78028
PHONE: 830-257-3313 • FAX: 830-257-3377
Firm Registration № 100528-00
www.KerrCountySurveyor.com

Invoice

USDA- ARS
c/o Jon Delay
Merrick and Company
5970 Greenwood Plaza Blvd.
Greenwood Village, Colorado 80111

DATE	11/19/2019	INVOICE #	8871
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Boundary Survey, Plat and Legal Description for 34.89 acres of land out of the United States of America tract along State Highway No. 16 in Kerr County, Texas.

Subtotal \$2,750.00

Sales Tax (8.25%) \$226.88

Total \$2,976.88

ORDINANCE 2020-05

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 34.89* ACRES OF LAND OUT OF THE UNITED STATES OF AMERICA TRACT ALONG STATE HIGHWAY NO. 16 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 34.89 acres, more or less, out of B.S. & F. Survey No. 1, Abstract No. 77 in Kerr County, Texas; that same land conveyed as 35 acres form the Kerr County Industrial Foundation to the United States of America by a Warranty Deed executed the 20th day of March, 1962 and recorded in Volume 112 at Page 78 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron stake set 1.5 ft. N21°17'46"W from a fence cornerpost at the intersection of the northwest right-of-way line of State Highway No. 16 and the southwest right-of-way line of Scenic Hills Road, a public road, for the east corner of the herein described tract and said 35 acre tract; which point bears, approximately, 2072 ft. East and 244 ft. North from the west corner of said Survey No. 1;

THENCE, along the northwest right-of-way line of said State Highway No. 16 with the southeast line of said 35 acre tract: near a fence 784.46 ft. along the arc of a 01°30' curve to the left subtended by an 11°35'03" central angle and 3880.00 ft. radius (long chord: S41°29'54"W, 783.13 ft.) to a brass disc in concrete right-of-way marker found at its end; S35°55'17"W, near a fence at 338.0 ft. passing 1.0 ft. southeast of a fence cornerpost, then continuing not along a fence for a total distance of 601.57 ft. to a set mag nail; S47°14'17"W, 102.00 ft. to a set mag nail; and S35°55'17"W, 152.83 ft. to a set $\frac{1}{2}$ " iron stake for the south corner of the herein described tract and 35 acre tract;

THENCE, with the southwest line of said 35 acre tract N45°21'08"W, at 239.5 ft. passing a fence cornerpost, then continuing along or near a fence at 242.7 ft. passing the east corner of Lot No. 1 in Block No. 1 of the Benson Addition, a subdivision of Kerr County according to the replat of record in Volume 6 at Page 12 of the Plat Records of Kerr County, Texas, then continuing with the common line between 35 acre tract and Lot No. 1 at 706.3 ft. passing the north corner of Lot No. 1 and the east corner of Lot No. 2 in Block No. 1 of the Benson Subdivision, then continuing with the common line between 35 acre tract and Lot No. 2 at 1005.2 ft. passing the north corner of Lot No. 2 and an easterly corner of a certain 22.89 acre tract conveyed from Greater Horizons to The Coming King Foundation by a Warranty Deed executed the 12th day of January, 2006 and recorded in Volume 1496 at Page 918 of the Official Public Records of Kerr County, Texas, then continuing with the common line between 35 and 22.89 acre tracts for a total distance of 1136.35 ft. to a fence cornerpost marked by a found $\frac{1}{2}$ " iron stake for the west corner of the herein described tract and 35 acre tract, and a reentrant corner of 22.89 acre tract;

THENCE, along or near a fence continuing with the common line between said 35 and 22.89 acre tracts N41°00'37"E, at 278.9 ft. passing a $\frac{1}{2}$ " iron stake found for the northeast corner of 22.89 acre tract and the south corner of a certain 6.667 acre tract conveyed from James Franklin Clark, Sr. to James Franklin Clark, Sr., Trustee by a Special Warranty Deed executed the 8th day of December, 2017 and recorded in File No. 17-08574 of the Official Public Records of Kerr County, Texas, then continuing with the common line between 35 and 6.667 acre tracts for a total distance of 911.85 ft. to a fence cornerpost for the northwest corner of the herein described tract and 35 acre tract, the east corner of 6.667 acre tract and the west corner of a certain 12.03 acre tract conveyed from M.C. Constantino to Carol Lee Griswold by a Gift Deed executed the 16th day of September, 2016 and recorded in File No. 16-06108 of the Official Public Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 35 and 12.03 acre tracts: S39°41'34"E, 295.37 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 35 acre tract, and the southwest corner of 12.03 acre tract; N50°22'38"E, 288.02 ft. to a fence cornerpost for a northerly corner of the herein described tract and 35 acre tract, and a reentrant corner of 12.03 acre tract, S39°56'10"E, 134.39 ft. to a fence cornerpost for a reentrant corner of the herein described tract and 35 acre tract, and the southeast corner of 12.03 acre tract; and N50°11'46"E, 708.54 to a fence cornerpost in the southwest right-of-way line of said Scenic Hills Road for the northeast corner of the herein described tract and 35 acre tract, and the east corner of 12.03 acre tract;

*Property description of 34.89 acres includes a portion of the property (~1.33 acres) that has been both previously conveyed to the state for its use as well as annexed by and into the City of Kerrville. Thus, Ordinance No. 2020-05 is only annexing 33.56 acres (34.89 - 1.33 acres) into the City.

Page 2... FIELD NOTES DESCRIPTION FOR 34.89 ACRES
OF LAND OUT OF THE UNITED STATES OF
AMERICA TRACT ALONG STATE HIGHWAY
NO. 16 IN KERR COUNTY, TEXAS

THENCE, along a fence with the northeast line of said 35 acre tract and the southwest right-of-way line of said Scenic Hills Road, S $21^{\circ}17'46''$ E, 565.48 ft. to the PLACE OF BEGINNING.

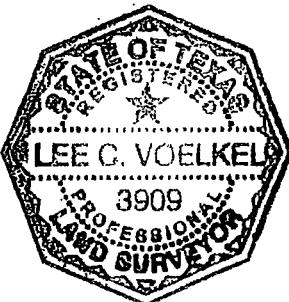
I hereby certify that these field notes and accompanying plat are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown. (Bearing basis = True north based on GPS observations)

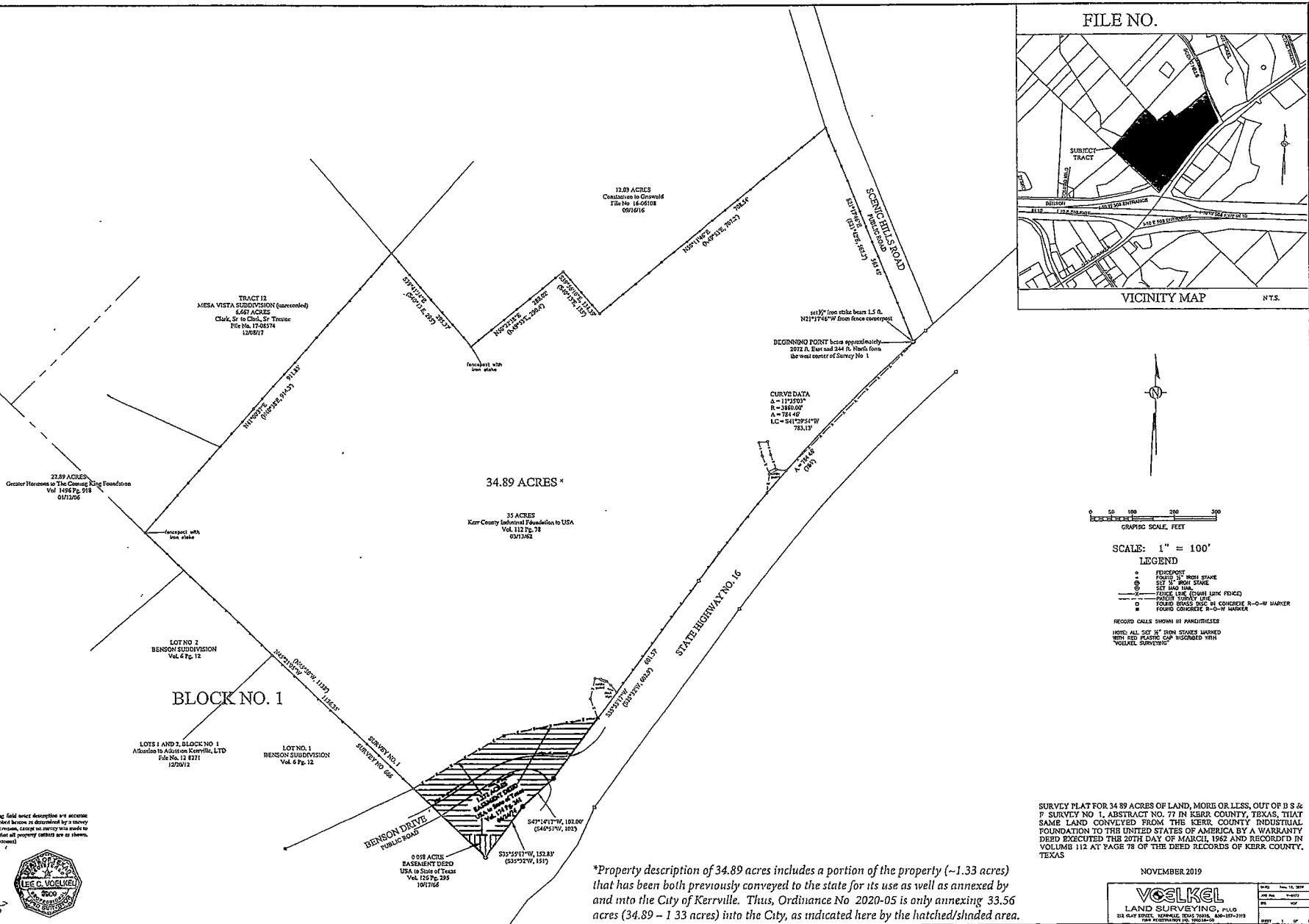
Date Surveyed: November 8, 2019
November 19, 2019

Dated this 19th day of November, 2019

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas







Location Map

Case # 2019-084

Location:
2700 Fredericksburg Rd

Legend

200' Notification Area
Subject Properties



0 150 300 600

Scale In Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

ORDINANCE 2020-05

EXHIBIT B

ANNEXATION SERVICE PLAN

- I. **INTRODUCTION:** This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.
- II. **UNIFORM LEVEL OF SERVICES:** The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.
- III. **SPECIFIC FINDINGS:** City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexation area both adequate to serve the annexation area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexation area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexation area. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexation area. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops
Police Protection	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Maintenance of Existing Roads & Streets	<p>The City's Public Works Department will maintain any existing public roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows:</p> <ol style="list-style-type: none"> 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding. 4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Solid Waste Collection	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed on public roads and streets where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately applicable to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation

Exhibit D

LAND USES	USDA PD
Agricultural Services	P
Agriculture, General	P
Machine Shop	P
Office, General (Business or Professional)	P
Parking Lot or Structure, Accessory	P
Public or Institutional Facility or Use	P
Research and Development Lab	P
Veterinary Service, Large Animal, Indoor or Outdoor Pens	P
Welding Shop	P
Breeding and maintaining colonies of insects and ticks which are livestock pests	P
Storage of laboratory research chemicals and agricultural pesticides	P
Incinerator	P



FILED AND RECORDED
At 1:48 o'clock P M

STATE OF TEXAS

COUNTY OF KERR

May 12, 2020

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.

Jackie Dowdy, County Clerk

 Deputy

ORDINANCE 2020-05