

**CITY OF SEGUIN
COUNTY OF GUADALUPE**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, ANNEXING INTO THE CITY OF SEGUIN A TRACT OF LAND CONTAINING APPROXIMATELY 50.24 ACRES, LOCATED WEST OF STATE HWY 46 N; MORE FULLY DESCRIBED AS PROPERTY ID 55488, LOCATED IN ABSTRACT 20, A M ESNAURIZAR SURVEY, AS SHOWN IN THE ATTACHED EXHIBIT, GUADALUPE COUNTY, TEXAS (VAN 10-27-2020)

WHEREAS, the tract of land described as approximately 50.24 acres located in Abstract 20, A M Esnaurizar Survey, identified as Property ID 55488, and more fully described in the attached Exhibit A, lies entirely within the extraterritorial jurisdiction of the City of Seguin, Texas and is contiguous to the existing city limits; and

WHEREAS, the property owner of said tract of land has filed a petition with the City of Seguin requesting annexation into the Seguin City Limits as allowed in accordance with Section 43.0671 of the Local Government Code; and

WHEREAS, in accordance with Section 43.0672 of the Local Government Code, a written agreement for the provision of services has been prepared and agreed upon by the City of Seguin and the owner of the area proposed for annexation (Exhibit B) and is effective with the adoption of this ordinance; and

WHEREAS, the City Council of the City of Seguin, Texas finds it in the best interests of future development for this area, at the request of the property owner, that the area be annexed into the City Limits of the City of Seguin, Texas.

THEREFORE, BE IT ORDAINED by the City Council of the City of Seguin, Texas:

SECTION ONE: The City Council hereby finds that factual statements in the above recitals are true and hereby adopts said recitals as part of this Ordinance.

SECTION TWO. The tract of land totaling approximately 50.24 acres, situated in Abstract 20, A M Esnarizar Survey, identified as Property ID 55488, and more fully described in the attached exhibit, is hereby annexed into the City of Seguin, Texas, and from passage of this ordinance shall be said part of the City of Seguin, Texas.

SECTION THREE. This ordinance will be effective on **JANUARY 15, 2021.**

PASSED AND APPROVED on the first reading the **1st** day of **December, 2020.**

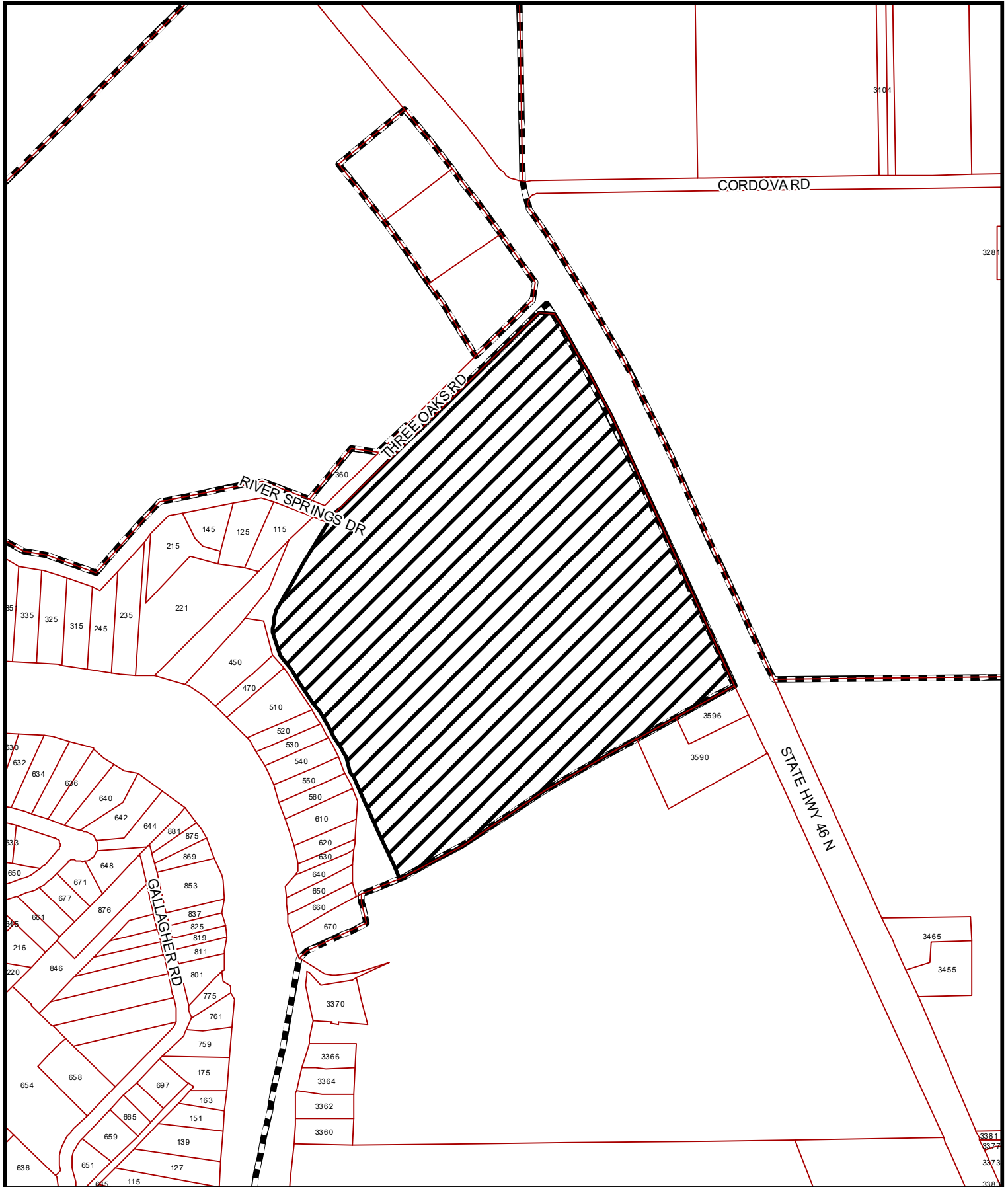
PASSED AND APPROVED AND ADOPTED on the second reading the **5th** day of **January, 2021.**

Donna Dodgen, Mayor

ATTEST:

Naomi Manski, City Secretary

EXHIBIT A: VOLUNTARY ANNEXATION MAP - AREA 1



This map is for information 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 the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.



Site Location

Lot_Lines

1 inch = 500 feet

Printed: 10/29/2020

Exhibit B



FIELD NOTES FOR A 50.24 ACRE TRACT

A 50.24 acre tract of land out of the Antonio Maria Esnaurizar Survey, Abstract No. 20, of Guadalupe County, Texas, being all of a 46 acre tract of land as conveyed to Lisa Jones and Paula Jones Mchale, of record in Volume 2693, Page 962 of the Official Public Records of Guadalupe County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found Texas Department of Transportation Type II Monument in the southwest right-of-way line of State Highway 46, a variable width right-of-way, and the northeast line of the 46 acre tract, for the northeast cutback return at the intersection with Three Oaks Road, an apparent 50 foot wide right-of-way, and the northeast corner of the tract described herein;

THENCE: Along and with the northeast line of the 46 acre tract and a 0.361 acre tract of land as conveyed to the State of Texas of record in Volume 1232, Page 84 of the Deed Records of Guadalupe County, Texas and the southwest right-of-way line of State Highway 46, the following four (4) courses:

1. With a curve to the right having an arc length of 670.93 feet, a radius of 5669.60 feet, a delta of $06^{\circ}46'49''$, and a chord bears $S 27^{\circ}53'38'' E$, a distance of 670.54 feet to a found 1" square rod for an angle point of the tract described herein,
2. $S 24^{\circ}43'34'' E$, a distance of 130.49 feet to a found Texas Department of Transportation Type II Monument, for the north corner of the 0.361 acre tract and an angle point of the tract described herein,
3. $S 18^{\circ}51'21'' E$, a distance of 201.73 feet to a found Texas Department of Transportation Type II Monument, for an angle point of the tract described herein, and
4. $S 24^{\circ}23'32'' E$, a distance of 625.55 feet to a found $\frac{1}{2}$ " iron rod, for the northeast corner of Lot 2 of Hill Family Acres, a plat of record in Document No. 2015003159 of the Map and Plat Records of Guadalupe County, Texas as conveyed to Katie R. Cole and Scott J. Cole of record in Document No. 2015004135 of the Official Public Records of Guadalupe County, Texas, southwest corner of the 0.361 acre tract, the southeast corner of the 46 acre tract and the tract described herein, from which a found $\frac{1}{2}$ " iron rod for the southeast corner Lot 2 bears, $S 24^{\circ}50'39'' E$, a distance of 129.47 feet and a found Texas Department of Transportation Type II Monument bears, $S 24^{\circ}31'50'' E$, a distance of 840.85 feet;

THENCE: Along and with the northwest lines of Lot 2, Lot 1 of Hill Family Acres as conveyed to Larry J. and Janet R. Hill of record in Volume 439, Page 373 of the Official Public Records of Guadalupe County, Texas, and a 63.28 acre tract of land as conveyed to McQueen Ranch, LLC of record in Volume 3078, Page 211 of the Official Public Records of Guadalupe County, Texas, and the southeast line of the 46 acre tract, the following two (2) courses:

1. $S 60^{\circ}40'23'' W$, a distance of 840.69 feet to a set $\frac{1}{2}$ " iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for an angle point of the tract described herein, and
2. $S 60^{\circ}42'32'' W$, a distance of 647.32 feet to a found 1 $\frac{1}{2}$ " iron pipe for the southeast corner of Three Oaks Road, the southeast corner of a 3.59 acre tract of land as conveyed to Guadalupe County of record

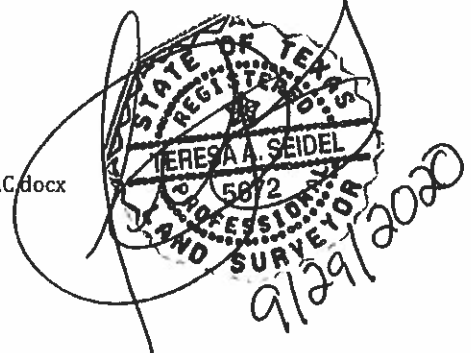
in Volume 430, Page 209 of the Deed Records of Guadalupe County, Texas, the southwest corner of the 46 acre tract, and the tract described herein;

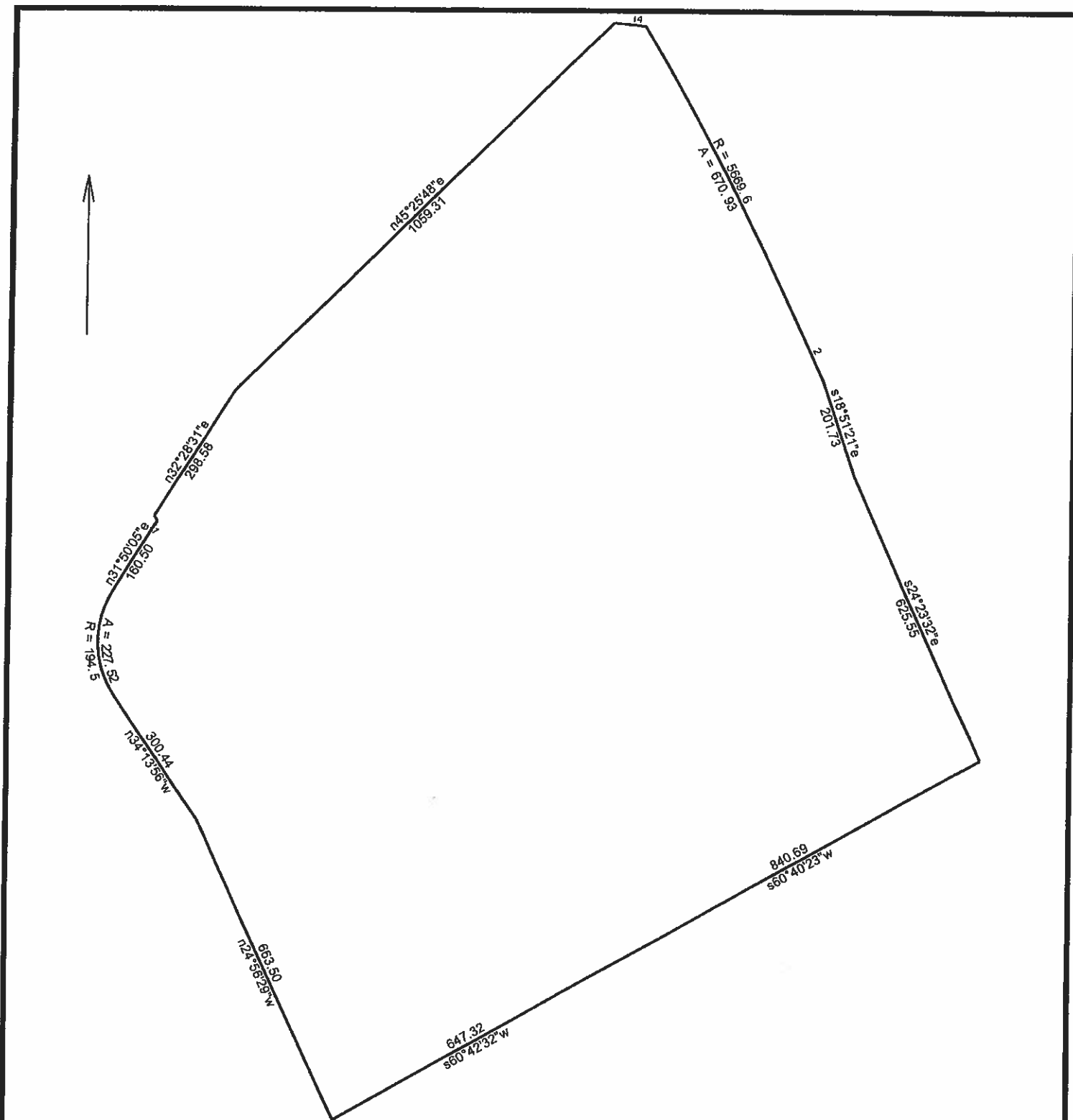
THENCE: Along and with the northeast and southeast lines of Three Oaks Road and the 3.59 acre tract and the southwest and northwest lines of the 46 acre tract, the following seven (7) courses:

1. **N 24°56'29" W**, a distance of **663.50 feet** to a set ½" iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for an interior corner of the tract described herein,
2. **N 34°13'56" W**, a distance of **300.44 feet** to a found 1" iron pipe, for a point of curvature of the tract described herein,
3. With a curve to the **right** having an arc length of **227.52 feet**, a radius of **194.50 feet**, a delta of **67°01'23"**, and a chord bears **N 00°31'20" W**, a distance of **214.77 feet** to a set ½" iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for a point of tangency of the tract described herein,
4. **N 31°50'05" E**, a distance of **160.50 feet** to a set ½" iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for an interior corner of the tract described herein,
5. **N 26°52'55" W**, a distance of **12.00 feet** to a found 1" iron pipe, for an exterior corner of the tract described herein,
6. **N 32°28'31" E**, a distance of **298.58 feet** to a set ½" iron rod with a Blue Plastic Cap Stamped "KFW SURVEYING", for an exterior corner of the tract described herein, and
7. **N 45°25'48" E**, a distance of **1059.31 feet** to a found Texas Department of Transportation Type II Monument in the southeast line of Three Oaks Road and the northwest line of the 46 acre tract, for the southwest cutback intersection of Three Oaks Road with State Highway 46 and the north corner of the 46 acre tract and tract described herein;

THENCE: **S 83°41'15" E**, along and with the southeast cutback intersection of Three Oaks Road with State Highway 46, a distance of **62.64 feet** to the **POINT OF BEGINNING** and containing **50.24 acres** more or less, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 20-074
Prepared by: KFW Surveying
Date: September 28, 2020
File: S:\Draw 2020\20-074 HWY 46 & Three Oaks\DOCS\FN 50.24AC.docx





9/28/2020

Scale: 1 inch= 267 feet

File: 50.2423aC.ndp

Tract 1: 50.2423 Acres, Closure: n84.4900w 0.01 ft. (1/464920), Perimeter=5901 ft.

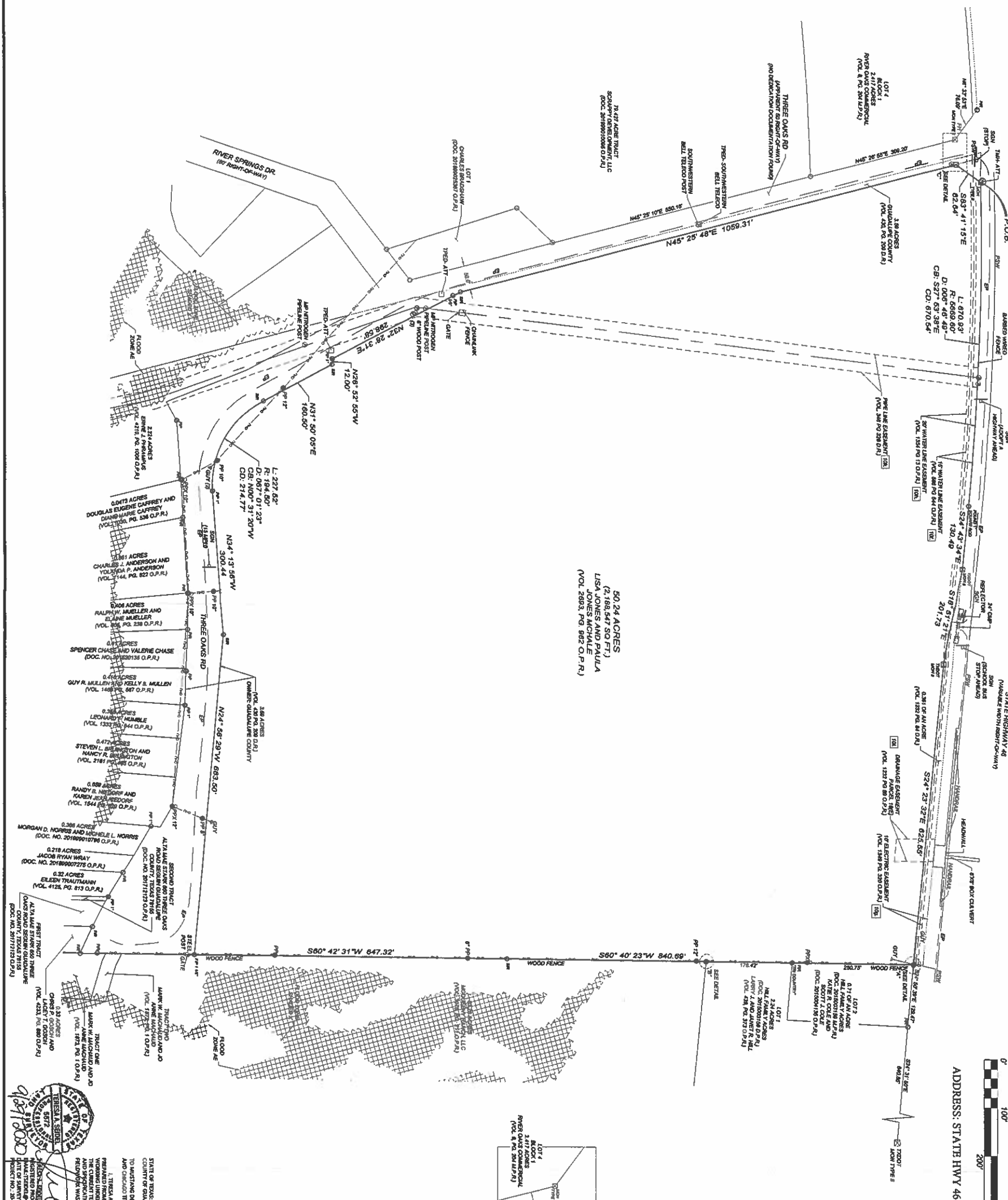
01 Rt, r=5669.60, arc=670.93, chord=s27.5338e 670.54
 02 s24.4334e 130.49
 03 s18.5121e 201.73
 04 s24.2332e 625.55
 05 s60.4023w 840.69
 06 s60.4232w 647.32
 07 n24.5629w 663.50
 08 n34.1356w 300.44
 09 Rt, r=194.50, arc=227.52, chord=n00.3120w 214.77
 10 n31.5005e 160.50

11 n26.5255w 12.00
 12 n32.2831e 298.58
 13 n45.2548e 1059.31
 14 s83.4115e 62.64

[illegible]

SYMBOL LEGEND

- | | | |
|-----|---|---|
| 1 | PR | FOUO 12" FROM DO AS NOTED |
| 2 | SRI | SET FOR ROOM AND WITHIN BLUE CLAP |
| 3 | <input checked="" type="checkbox"/> TSD | TEXAS DEPARTMENT OF TRANSPORTATION |
| 4 | MOU | MOVEMENT FILE (ON TYPE HAS NOTED) |
| 5 | FOUO ROOM PIPE | |
| 6 | O.P.A. | OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BALDWIN COUNTY, TEXAS |
| 7 | D.A. | DEED RECORDS FOR BALDWIN COUNTY, TEXAS |
| 8 | M.P.R. | MARSHALL COUNTY, TEXAS |
| 9 | PP | POWER FILE |
| 10 | PPV | POWER FILE WITH TRANSMISSION |
| 11 | ↓ GUY | GUY |
| 12 | PPV | PIPE IN MOUNT |
| 13 | TMK | TELEPHONE MOUNTAGE |
| 14 | 8 TYPED | TELEPHONE PEXUSAL |
| 15 | PP | PIPE |
| 16 | ↓ P | POST AS NOTED |
| 17 | SEN | SEN AS NOTED |
| 18 | ONE | ONE |
| 19 | P.O.R. | POINT OF RESERVING |
| 20 | PP | POINT OF RESERVATION |
| 21 | PPM | WHITE PAINT STRIPS |
| 22 | PPM | WHITE PAINT STRIPS |
| 23 | PPM | WHITE PAINT STRIPS |
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| 99 | PPM | WHITE PAINT STRIPS |
| 100 | PPM | WHITE PAINT STRIPS |



SCALE: 1"=100'
100'
200'

ADDRESS: STATE HWY 46

NOT-TO-SCALE



KFW
SURVEYING
3421 Passero Pkwy, Suite 101, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TRIPLE PLY #: 10122300

TITLE SURVEY OF

A 50.24 ACRE TRACT OF LAND OUT OF THE ANTONIO MARIA ESNAURIZAR SURVEY, ABSTRACT NO. 20, OF GUADALUPE COUNTY, TEXAS, BEING ALL OF A 48 ACRE TRACT OF LAND AS CONVEYED TO LISA JONES AND PAULA JONES MCHALE, OF RECORD IN VOLUME 2693, PAGE 962 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

DRAWN: RV CHECKED: TJS
SHEET NUMBER:

I. INTRODUCTION

This Service Agreement (“Agreement”) is prepared by the City of Seguin, Texas (“City”) pursuant to Chapter 43 of the Texas Local Government Code. This Agreement relates to the requested annexation of **AREA 1**, consisting of 50.24 (+/-) acres (hereafter referred to as THE AREA), located in the extra-territorial jurisdiction of the City of Seguin, Guadalupe County, Texas.

II. EFFECTIVE TERM

This Agreement shall be in effect for the period required by state law, commencing on the effective date of the requested annexation of THE AREA, unless otherwise stated in this Agreement. Renewal of the Agreement shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Agreement and specifically renews this Agreement for a stated period of time and in accordance with all applicable State statutes.

III. INTENT

It is the intent of the City of Seguin that services under this Agreement shall equal the number of services and the level of services in existence in THE AREA prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in THE AREA. However, it is not the intent of this Agreement to require that a uniform level of services be provided to all areas of the City, including THE AREA, where differing characteristics of topography, land utilization and population density constitute a sufficient basis for providing differing service levels.

The City reserves the right to amend this statutorily created contract if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws making this service Agreement unworkable or obsolete or unlawful.

IV. SERVICE PROGRAMS

A. In General

1. This Agreement includes the following programs: services immediately provided upon effective date of annexation, the 60-day program to provide services and the Capital Improvement Program.
2. As used in this Agreement, providing services includes having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area or cause the area to be provided with services in accordance with the service Agreement. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to

provide such services, in whole or in part. The acquisition or construction of the facilities shall be accomplished by purchase, lease, or other contract or by the municipality succeeding to the powers, duties, assets, and obligations of a conservation and reclamation district as authorized or required by law.

As used in this Agreement, the phrase “standard policies and procedures” means those policies and procedures of the City applicable to a particular service which are in effect either at the time that the service is requested or at a time that the service is made available or provided. The policies and procedures may require that a specific type of request be made, such as an application or a petition. They may require that fees or charges be paid, and they may include eligibility requirements and similar provisions.

B. Services Immediately Provided Upon Effective Date of Annexation

1. The Fire Department of the City of Seguin presently provides fire protection to THE AREA.
2. Emergency Medical Service – EMS is currently provided by the City of Seguin for THE AREA. EMS will remain at the current level of service.
3. Library – Library services are currently provided for THE AREA at the Seguin Public Library.
4. Parks – Access to all park facilities is currently being provided for THE AREA.
5. Police Protection – The Police Department of the City will provide protection and law enforcement services in THE AREA. These activities will include normal patrols and police responses, the handling of complaints and incident reports, and as appropriate, support by special units.
6. Solid Waste Collection – All eligible residences in THE AREA will be provided solid waste collection service by contract with the City’s solid waste collection provider. Such service will consist of once weekly curbside pickup of refuse and may be amended through the City’s contract with the solid waste collection provider.
7. Building Inspection – Building inspection services including but not limited to structural, plumbing and electrical inspections and permitting will be provided for all construction activities that occur immediately upon effective date of annexation.
8. Floodplain Management – Floodplain management in accordance with FEMA and the City of Seguin floodplain management ordinances shall occur immediately upon the effective date of annexation. These ordinances are designed to minimize the risk of damage and loss of life due to flooding.
9. Code Enforcement – Code enforcement including high weeds, junk vehicle removal and nuisance violations will be provided immediately upon the effective date of annexation.

10. Animal Control – Animal control services will be provided by the City of Seguin upon annexation.

C. 60 Day Program to Provide Services

The City will provide the following services in THE AREA within 60 days after the effective date of the annexation.

1. Brush – The City will provide for the collection of brush within 60 days of the effective date of annexation in the established brush schedule for the City. Under certain conditions, agricultural operations may apply for a burn permit through the Seguin Fire Marshal in accordance with state and local policies.
2. Zoning Administration – The City will begin providing zoning administration for THE AREA within 60 days of the effective date of annexation.

D. Capital Improvement Program – (Water, Wastewater and Electric)

Water

Water is provided to THE AREA by the **Springs Hill WSC**.

Wastewater

Sewer extensions to serve future development may be considered in accordance with adopted City of Seguin ordinances and policies.

Electric

Electric service to THE AREA is provided by Guadalupe Valley Electric Cooperative (G.V.E.C.).

V. AMENDMENT: GOVERNING LAW

This Agreement may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in methods or means of implementing any part of the service programs nor changes in the responsibilities of the various Departments of the City shall constitute amendments to this Agreement, and the City reserves the right to make such changes. This Agreement is subject to and shall be interpreted in accordance with the Constitution of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

VI. FORCE MAJEURE

The municipality does not violate this service Agreement if the construction process is interrupted for any reason by circumstances beyond the direct control of the municipality. In case of an emergency, such as a flood or other “Force Majeure” as that term is defined herein,

in which the City is forced to temporarily divert its personnel and resources away from this area for humanitarian purposes or for the safety of the general public, the City hereby obligates itself to take all reasonable measures to restore services to the level described in this Agreement as soon as possible. "Force Majeure", for the purposes of this Agreement, shall include, but not be limited to, acts of God, acts of a public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraint of government, explosions, collisions, and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute "Force Majeure" for the purposes of this Agreement.

VII. ENTIRE AGREEMENT

This document contains the entire and integrated Service Agreement relating to annexation and supersedes all other negotiations, representations, Agreements, and agreements whether written or oral.

ACKNOWLEDGEMENT OF SERVICE AGREEMENT:

I, LISA JONES, owner of the land described within
this document acknowledges the receipt and acceptance of this service agreement.

Lisa Jones
Owner Signature

7 Nov 20
Date

Please sign and return to the Planning & Codes Department
205 N River St
Seguin, TX 78155

ACKNOWLEDGEMENT OF SERVICE AGREEMENT:

I, Paula Jones Myhale, owner of the land described within
this document acknowledges the receipt and acceptance of this service agreement.

Paula Jones Myhale
Owner Signature

11.9.2020
Date

Please sign and return to the Planning & Codes Department
205 N River St
Seguin, TX 78155