

ANNEXATION APPLICATION

Updated: October, 2019



CONTACT INFORMATION

Applicant's Name		Property Owner	
Company		Company	
Applicant's Mailing Address		Owner's Mailing Address	
Applicant's Phone #		Owner's Phone #	
Applicant's Email		Owner's Email	

PROPERTY INFORMATION

Is the property adjacent to city limits ☐ YES ☐ NO

Is the property less than ½ mile in width ☒ YES ☐ NO

Are there less than 3 qualified voters living on the property ☐ YES ☐ NO

Proposed Use: _____ Proposed Zoning: _____

Reason for Annexation / Other Considerations: _____

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee \$1,181 Technology Fee \$13 **TOTAL COST \$1,194**

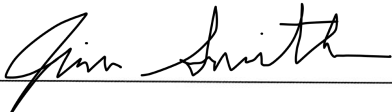
Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.


APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

PROPERTY OWNER AUTHORIZATION

I, James Smith, Jr. (owner name) on behalf of
Smithco Redwood, LLC (company, if applicable) acknowledge that I/we
am/are the rightful owner of the property located at
Redwood Road (address).

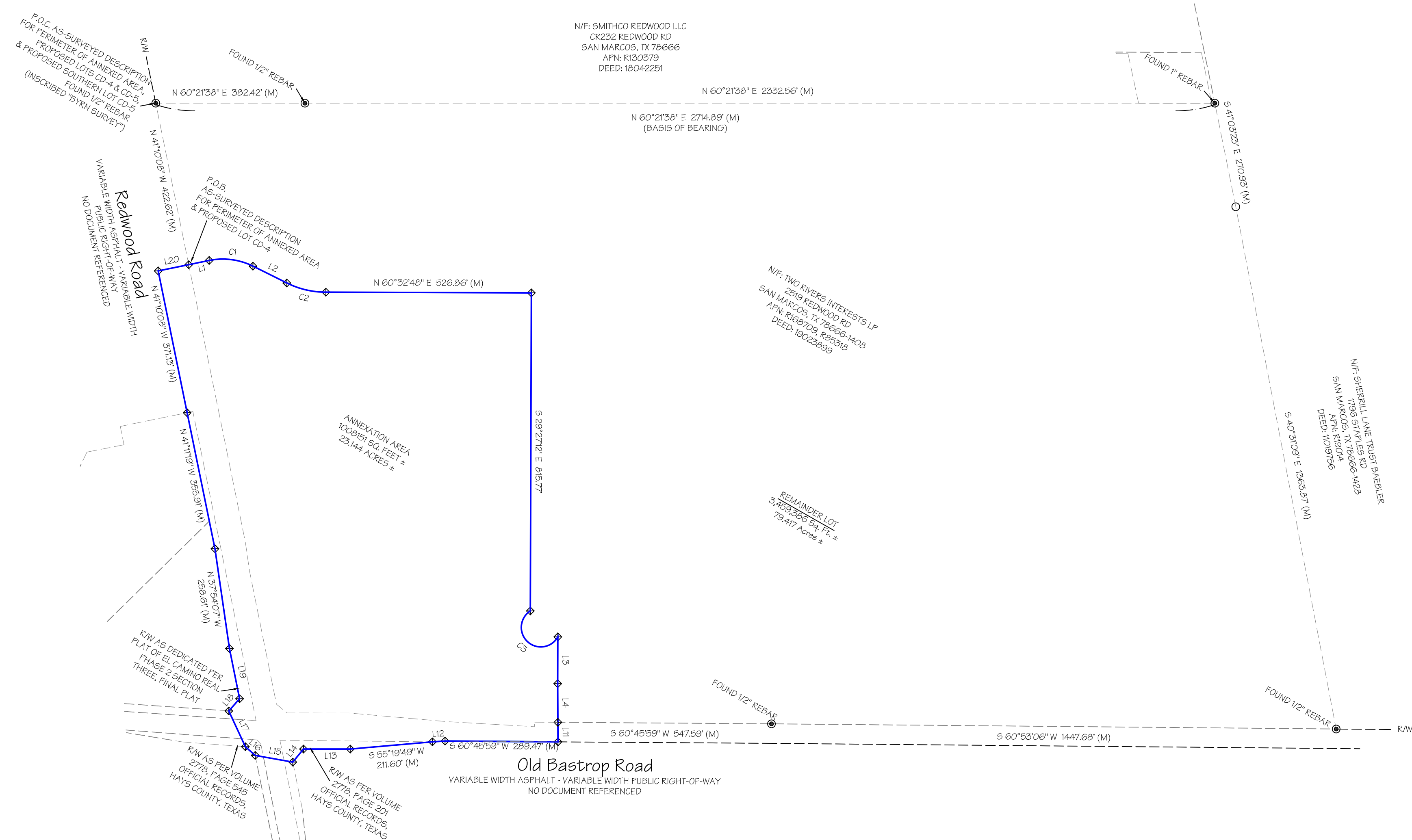
I hereby authorize Jeffrey L. Kittle (agent name) on behalf of
Kittle Property Group (agent company) to file this application for
Annexation (application type), and, if necessary, to work with
the Responsible Official / Department on my behalf throughout the process.

Signature of Owner:  Date: 9/25/2020
Printed Name, Title: James Smith, Jr., Manager

Signature of Agent:  Date: 9/25/20
Printed Name, Title: Jeffrey L. Kittle, President

Form Updated October, 2019

Annexation Exhibit



As-Surveyed Description for Perimeter of Annexed Area

BEING A PART OF A 99.56 ACRE TRACT OF LAND OUT OF THE BARNETT O. KANE SURVEY, HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 100 ACRE TRACT CONVEYED TO WILLIE HENK BY PARTITION DEED DATED JANUARY 14, 1942 AND RECORDED IN VOLUME 123 ON PAGES 403-410 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

COMMENCING AT A FOUND 1/2" REBAR WITH CAP INSCRIBED "BYRN SURVEY", SAID REBAR BEING SITUATED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD (A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AND BEING THE NORTHWEST CORNER OF SAID 99.56 ACRE TRACT, THENCE S41°10'08"E ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 422.62' TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE ALONG THE NORTH LINE OF PROPOSED LOT A FOR THE FOLLOWING FIVE (5) CALLS:

- N48°43'06"E FOR A DISTANCE OF 53.53';
- ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 173.00', AN ARC LENGTH OF 115.10', AND A CHORD BEARING AND DISTANCE OF N67°46'39"E 112.98';
- N86°46'57"E FOR A DISTANCE OF 97.02';
- ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 227.00', AN ARC LENGTH OF 103.78', AND A CHORD BEARING AND DISTANCE OF N73°38'38"E 102.88';
- N60°32'48"E FOR A DISTANCE OF 526.86';

THENCE S29°27'12"E FOR A DISTANCE OF 815.77';

THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 50.00', AN ARC LENGTH OF 181.89', AND A CHORD BEARING AND DISTANCE OF S76°21'16"E 96.94';

THENCE S29°27'12"E FOR A DISTANCE OF 120.00';

As-Surveyed Description for Perimeter of Annexed Area

THENCE S29°52'53"E FOR A DISTANCE OF 99.18' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD BASTROP ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE CONTINUING S29°52'53"E FOR A DISTANCE OF 50.00' TO A POINT ON THE SOUTHERLY LINE OF SAID OLD BASTROP ROAD;

THENCE S60°45'59"W ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 289.47';

THENCE S56°48'33"W FOR A DISTANCE OF 119.71' TO THE NORTHERLY END OF A CORNER CUTBACK SITUATED AT THE INTERSECTION OF SAID OLD BASTROP ROAD AND SAID REDWOOD ROAD;

THENCE S55°19'49"W FOR A DISTANCE OF 211.60';

THENCE S60°24'35"W FOR A DISTANCE OF 119.71' TO THE NORTHERLY END OF A CORNER CUTBACK SITUATED AT THE INTERSECTION OF SAID OLD BASTROP ROAD AND SAID REDWOOD ROAD;

THENCE S09°39'50"W FOR A DISTANCE OF 43.36' TO THE SOUTHERLY END OF SAID CORNER CUTBACK SITUATED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID REDWOOD ROAD;

THENCE S70°25'43"W FOR A DISTANCE OF 97.83' TO THE SOUTHERLY END OF A CORNER CUTBACK SITUATED AT THE INTERSECTION OF SAID OLD BASTROP ROAD AND SAID REDWOOD ROAD AS CONVEYED IN VOLUME 2778, PAGE 545, OFFICIAL RECORDS, HAYS COUNTY, TEXAS;

THENCE N78°11'01"W FOR A DISTANCE OF 33.78' TO THE NORTHERLY END OF SAID CORNER CUTBACK SITUATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OLD BASTROP ROAD;

THENCE N54°24'51"W FOR A DISTANCE OF 101.06' TO THE SOUTHERLY END OF A CORNER CUTBACK SITUATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD BASTROP ROAD AS DEDICATED PER PLAT OF EL CAMINO REAL, PHASE 2, SECTION 3, FINAL PLAT;

As-Surveyed Description for Perimeter of Annexed Area

THENCE N11°48'55"E FOR A DISTANCE OF 41.76' TO THE NORTHERLY END OF SAID CORNER CUTBACK SITUATED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID REDWOOD ROAD;

THENCE N41°04'54"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 131.37';

THENCE N37°54'07"W FOR A DISTANCE OF 258.61';

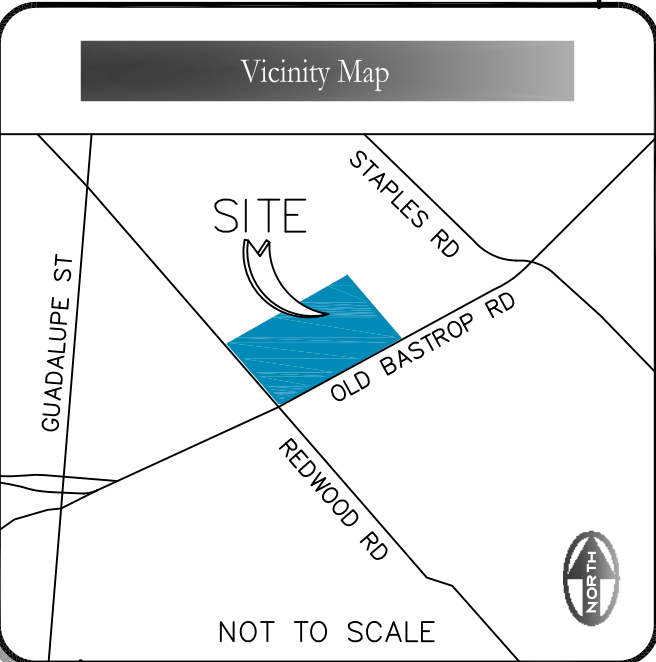
THENCE N41°11'19"W FOR A DISTANCE OF 355.91';

THENCE N41°10'08"W FOR A DISTANCE OF 371.13';

THENCE DEPARTING SAID CENTERLINE N48°43'06"E FOR A DISTANCE OF 79.86' TO THE POINT OF BEGINNING, CONTAINING 1008151 SQUARE FEET, OR 23.144 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

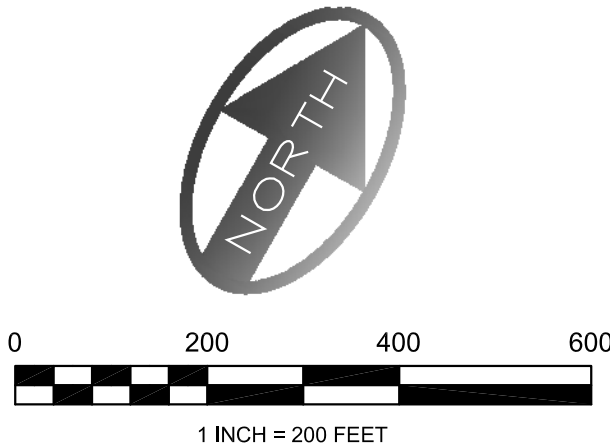
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	173.00'	115.10'	N 67°46'39" E	112.98'	38°07'06"
C2	227.00'	103.78'	N 73°38'38" E	102.88'	26°11'40"
C3	50.00'	181.89'	S 76°21'16" E	96.94'	208°26'05"

LINE	BEARING	DISTANCE
L1	N 48°43'06" E	53.53'
L2	N 86°46'57" E	97.02'
L3	S 29°27'12" E	120.00'
L4	S 29°52'53" E	99.18'
L5	N 65°23'52" E	248.41'
L6	N 60°25'22" E	159.63'
L7	S 80°20'06" E	35.44'
L8	N 41°04'48" W	86.90'
L9	N 37°54'01" W	78.40'
L10	S 41°10'52" E	100.00'
L11	N 29°52'53" W	50.00'
L12	S 56°48'33" W	32.36'
L13	N 60°24'35" E	119.71'
L14	N 09°39'50" E	43.36'
L15	N 70°25'43" E	97.83'
L16	S 78°11'01" E	33.78'
L17	S 54°24'51" E	101.06'
L18	S 11°48'55" W	41.76'
L19	S 41°04'54" E	131.37'
L20	N 48°43'06" E	79.86'



Legend of Symbols & Abbreviations

- N/F NOW OR FORMERLY
R/W RIGHT-OF-WAY
● FOUND MONUMENT AS NOTED
○ SET 5/8" REBAR - CAPPED "WELLS 5499"
⊕ COMPUTED POINT
— PERIMETER OF ANNEXED AREA
— PROPOSED LOTS
- - - RIGHT-OF-WAY LINE
--- PARCEL LINE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT



FIRM:

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

Texas Firm Registration No.: 10194275

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
CKLS 10/20/2020	BW	PF

COUNTY & STATE:	JOB NUMBER:
Hays County, Texas	20-1808.03

LOCATION:
NWC of Redwood Road and Old Bastrop Highway

FOR THE USE AND BENEFIT OF:
Two Rivers Interests, LP, a Texas Limited Partnership

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OWNER'S CONSENT TO ANNEXATION OF LAND

Date: December 16, 2020

City: City of San Marcos, Texas, a home rule municipal corporation

Owner: Jim Smith, Smith Co Redwood LLC, 1400 Post Oak Blvd. Ste. 900, Houston, Texas 77056

Property: 23.144 acres out of the Barnette O. Kane Survey, Abstract No. 281, in Hays County

Owner petitioned the City to initiate proceedings to annex the Property. Owner acknowledges and agrees that, in connection with annexation of the Property:

1. Owner does not wish to enter into a development agreement with the City under Section 212.172 and has declined the offer by the City of such a development agreement.

2. Unless specifically authorized by a written agreement with Owner approved by the City Council under applicable ordinances, the City has no obligation to extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property at the City's expense, and the City has made no offers, representations or promises that the City will, at the City's expense, extend water, wastewater, or electric utility services, roads, or other infrastructure to the Property. Such extensions to the Property shall be made available in the same manner and on the same basis as available to other areas of the City, whereby it shall be Owner's sole obligation, and at Owner's sole expense, to construct and install all infrastructure necessary to extend such services to the Property under applicable ordinances.

3. Owner waives any and all rights of Owner to assert any claim or demand, or to file suit against, and covenants not to sue, the City on the basis that the annexation of the Property by the City is invalid, void or voidable, in whole or in part.

4. This instrument is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings concerning this instrument shall lie in State courts having jurisdiction located in Hays County, Texas. Venue for any matters in federal court will be in the United States District Court for the Western District of Texas.

5. If any word, phrase, clause, sentence, or paragraph of this instrument is held to be unconstitutional or invalid by a court

of competent jurisdiction, the other provisions of this instrument will continue in force if they can be given effect without the invalid portion.

6. This instrument may be recorded in the Official Public Records of the County or Counties in which the Property is located and is binding on Owner's successors, heirs and assigns, and any future owners of the Property.

[SIGNATURE(S) ON NEXT PAGE]

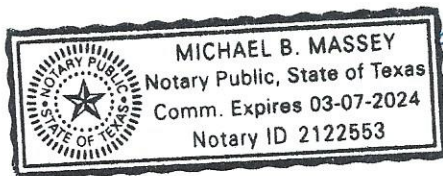
OWNER:

By: [Signature]
Name: James Smith / Smithco Redwood, LLC
Title: Manager

ACKNOWLEDGMENT

STATE OF Texas §
§
COUNTY OF Harris §

This instrument was acknowledged before me on Dec. 16, 2020 by James R. Smith, Manager of Smithco Redwood LLC in such capacity on behalf of said entity.



[Signature]
Notary Public, State of Texas

DECLINATION OF OFFER OF DEVELOPMENT AGREEMENT

The attached Development Agreement was offered by the City of San Marcos to the owner of the property subject to the following application/petition (check one):

☐ Out of City Utility Connection of Extension Application

☒ Petition for Annexation (without OCU Request)

By signing below, the owner of the subject property declines the offer to enter into such Development Agreement.

OWNER (Entity):

By: 

Name: James Smith

Title: Manager

Date: 9/29/20

**DEVELOPMENT AGREEMENT PURSUANT TO
CHAPTERS 43 AND 212 OF THE TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement (the "Agreement") is entered into pursuant to Section 43.016 and 212.172 of the Texas Local Government Code ("LGC") by and between the City of San Marcos, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in _____ County, Texas which is more particularly and separately described in the attached Exhibit "A" which is made a part of this Agreement and incorporated herein; and

WHEREAS, the City desires to annex the Property; and

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction ("ETJ"), in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.016 and 212.172, LGC, in order to address the desires of the Owner and the procedures of the City; and

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

SECTION 1. The City guarantees the continuation of the ETJ status of the Owner's Property, its immunity from annexation by the City, and its immunity from City property taxes, for the term of this Agreement, subject to the provisions of this Agreement. Except as provided in this Agreement, the City agrees not to annex the Property, agrees not to institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the term of this Agreement. However, if the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to the provisions of Chapter 43, LGC.

SECTION 2. The Owner covenants and agrees not to use the Property for any use other than for agriculture, wildlife management, and/or timber land consistent with Chapter 23, Texas Tax Code, except for existing single-family residential use of the Property without the prior written consent of the City.

The Owner covenants and agrees that it will not file for a concept plat, subdivision plat, or related development document for the Property with _____ County or the City until the Property has been annexed into, and zoned, or another development agreement has been entered into, by the City. This provision does not include permits for improvements, repairs, or utility connections to structures existing on the execution date of this Agreement.

The Owner covenants and agrees not to construct, or allow to be constructed, any buildings on the Property that would require a building permit if the Property were in the city limits, until the

Property has been annexed into, and zoned, or another development agreement has been entered into, by the City; however, the Owner may construct an accessory structure or addition to an existing structure that is consistent with the use of the Property for agriculture, wildlife management, and/or timber land or as an existing single-family residence provided that same is done in compliance with all applicable City ordinances and codes.

The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

SECTION 3. The Owner acknowledges that if any concept plat, subdivision plat, or related development document is filed in violation of this Agreement, or if the Owner commences development of the Property in violation of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council of the City. The Owner agrees that such annexation will be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

Furthermore, Owner hereby waives any and all vested rights and claims that it may have under Section 43.002(a)(2) and Chapter 245, LGC, that would otherwise exist by virtue of any actions Owner has taken in violation of Section 2 herein.

SECTION 4. The City is authorized to enforce all of the City's regulations and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to Chapter 251, LGC, to exercise eminent domain over property that is subject to a Chapter 43 and/or Chapter 212 development agreement.

SECTION 5. The term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's signature to this Agreement is acknowledged by a notary public. The parties to this Agreement may renew or extend the Term only by mutual written agreement, subject to any other agreed terms and conditions.

This Agreement is deemed to be a petition for voluntary annexation upon the expiration of the Term and the Property will be subject to annexation at the discretion of the City Council of the City. Thus, without further consent or petition by the Owner, the City may initiate the process for voluntary annexation of the Property: a) before the end of the Term, to be effective after the last day of the Term; or b) at any time after the end of the Term. In connection with annexation pursuant to this section, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245, LGC, that would otherwise exist by virtue of any plat or construction that any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

SECTION 6. Property annexed pursuant to this Agreement will be zoned in accordance with the City's Code of Ordinances and applicable law.

SECTION 7. Owner recognizes that for purposes of Section 43.003(2), LGC, or another law, including the City's Charter or an ordinance of the City, the Property that is the subject of this Agreement is, for the purposes relating to the City's authority to annex an area adjacent to the City, considered adjacent or contiguous to the City.

SECTION 8. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successors, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of either notice required by this section shall be forwarded to the City at the following address:

City of San Marcos
Attn: City Manager
630 East Hopkins Street
San Marcos, Texas 78666

With a copy to:

City of San Marcos
Attn: Director of Planning
630 East Hopkins Street
San Marcos, Texas 78666

SECTION 9. This Agreement shall run with the Property and be recorded in the real property records of _____ County, Texas.

SECTION 10. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding voluntary annexation, then the remainder of this Agreement shall remain in full force and effect.

SECTION 11. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure by any Owner or the City to enforce any covenant shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 12. No subsequent change in the law shall affect the validity or enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

SECTION 13. This Agreement shall be construed in accordance with the laws of the state of Texas. Venue for any dispute or matter arising under this Agreement shall be in the state courts in _____ County, Texas, or if in federal court, the United States District Court for the Western District of Texas, Austin Division.

SECTION 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 3, 4 and 5 herein.

SECTION 15. This Agreement shall be recorded in the Official Public Records of the County in which the Property is located, and is binding upon the Owner's heirs, successors and assigns and future owners of the Property.

SECTION 16. This Agreement may be separately executed in any number of individual counterparts, and such counterpart signatures, when assembled together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement shall become effective as of the date of the last properly authorized signature.

[SIGNATURES ON NEXT PAGE]

CITY OF SAN MARCOS, TEXAS:

By: _____
_____, City Manger

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20____,
by _____, City Manager of the City of San Marcos, in such capacity, on
behalf of said municipality.

Notary Public, State of Texas

OWNER (Individual):

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by
_____.

Notary Public, State of _____

OWNER (Entity):

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by
_____, _____ of _____ in such
capacity on behalf of said entity.

Notary Public, State of _____

EXHIBIT A
[ATTACH PROPERTY DESCRIPTION]

SAMPLE