

ANNEXATION APPLICATION

Updated: September, 2020



CONTACT INFORMATION

Applicant's Name	LAS ONCES COLINAS LLC	Property Owner	LAS ONCES COLINAS LLC
Company	GRAND TRAGO LP	Company	GRAND TRAGO LP
Applicant's Mailing Address	310 COMAL, ST. 301 AUSTIN TX 78702	Owner's Mailing Address	310 COMAL, ST 301 AUSTIN TX 78702
Applicant's Phone #	512-507-7048	Owner's Phone #	512-507-7048
Applicant's Email	adavis@amscre.com	Owner's Email	adavis@amscre.com

PROPERTY INFORMATION

Is the property adjacent to city limits: YES NO

Is the property proposing to connect to City utilities: YES, WATER YES, WASTE WATER NO

Is the property subject to an approved development or other agreement: YES NO

Proposed Use: CONVENIENCE STORE Proposed Zoning: COMMERCIAL

Reason for Annexation / Other Considerations: _____

AUTHORIZATION

By submitting this digital application, 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, JOHN DAVENPORT (owner name) on behalf of
LAS ONDES COLINAS LLC (company, if applicable) acknowledge that I/we
am/are the rightful owner of the property located at
the northeastern most corner of LOT A at the LAS COLINAS SAN MARCOS Development. (address).

I hereby authorize ALAN DAVIS (agent name) on behalf of
LAS ONDES COLINAS LLC (agent company) to file this application for
the 2.78 acre property annexation (application type), and, if necessary, to work with
the Responsible Official / Department on my behalf throughout the process.

Signature of Owner:  Date: 10-4-21
Printed Name, Title: John Davenport

Signature of Agent:  Date: 10-4-21
Printed Name, Title: Partner - ALAN DAVIS

Form Updated October, 2019



METES AND BOUNDS DESCRIPTION
FOR A
2.006 ACRE TRACT OF LAND
"CITY OF SAN MARCOS - ANNEXATION"

BEING a 2.006 acre tract of land situated in the Samuel Craft League, Abstract No. 89, in Hays County, Texas, being a portion of a called 84.947 acre tract of land, as conveyed to Las Colinas San Marcos Phase I, LLC, and recorded in Document No. 19024612, of the Official Public Records of Hays County, Texas, and said 2.006 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron pin with red cap found in the Southeasterly Right-of-Way (R.O.W.) line of Interstate Highway 35 (I.H. 35) (a variable width R.O.W.), being the most Northerly corner of a called 40.241 acre tract of land, as conveyed to Las Colinas San Marcos Phase I, LLC, and recorded in Document No. 15007121, of the Official Public Records of Hays County, Texas, and being the most Westerly corner of said 84.947 acre tract of land;

THENCE departing the Northerly corner of said 40.241 acre tract of land, with the Southeasterly R.O.W. line of said I.H. 35, and with the Northwesterly line of said 84.947 acre tract of land, N 44° 08' 27" E, a distance of 99.94 feet to a ½" iron pin with cap stamped "BCG" found in the Southeasterly R.O.W. line of said I.H. 35, and being in the Northwesterly line of said 84.947 acre tract of land;

THENCE departing the Southeasterly R.O.W. line of said I.H. 35, same being the Northwesterly line of said 84.947 acre tract of land, and across and through said 84.947 acre tract of land, S 45° 55' 53" E, a distance of 80.00 feet to a point for the most Westerly Southwest corner of this herein described tract of land and the POINT OF BEGINNING;

THENCE continuing across and through said 84.947 acre tract of land, the following courses:

N 43° 34' 24" E, a distance of 421.64 feet to a point for the most Northerly Northeast corner;


S 45° 55' 53" E, a distance of 207.21 feet to a point for the most Easterly Northeast corner;

S 43° 34' 24" W, a distance of 421.64 feet to a point for the most Southerly Southwest corner;

THENCE continuing across and through said 84.947 acre tract of land, N 45° 55' 53" W, a distance of 207.21 feet to the POINT OF BEGINNING, and containing 2.006 acres of land.

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), North American Datum 1983.

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


Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
TX2004- LAS COLINAS- ANNEX 2.006 AC- 090121



AGREEMENT FOR THE PROVISION OF SERVICES
(Pursuant to Tex. Local Gov't Code §43.0672)

Date: November 3, 2021

Owner: Las Onces Colinas LLC, 310 Comal, Ste 301, Austin, TX 78702

City: City of San Marcos, Texas, a home rule municipal corporation, 630, East Hopkins Street, San Marcos, Texas 78666

Property: As described in Exhibit A.

1. The Owner has petitioned the City and the City has elected to annex the Property into the corporate limits of the City. Pursuant to Tex. Local Gov't Code §43.0672, the Owner and the City enter this agreement (the "Agreement") for the provision of services to the Property when annexed.

2. By this Agreement, the Owner affirms its consent to such annexation of the Property by the City and that Owner does not wish to enter into and has declined the offer from the City of a development agreement under Sections 43.016 and 212.172 of the Texas Local Government Code

3. In consideration of the mutual benefits to the Owner and the City arising from the annexation of the Property, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the City enter into this Agreement and agree that services to the Property will be provided as described in Exhibit B.

4. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas. Venue for any legal proceedings shall lie in state courts 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 Agreement is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this Agreement will continue in force if they can be given effect without the invalid portion.

6. This Agreement shall be binding upon Owner, and Owner's heirs, successors and assigns, and all future owners of all or any portion of the Property.

7. This Agreement will become effective as of the date an ordinance annexing the Property is finally passed, approved and adopted by the City's city council (the Effective Date).

[SIGNATURES ON NEXT PAGE]

CITY:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

Notary Public, State of Texas

EXHIBIT A



METES AND BOUNDS DESCRIPTION
FOR A
2.006 ACRE TRACT OF LAND
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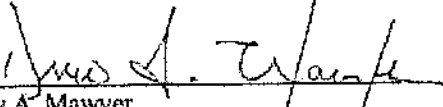

Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
TX2004- LAS COLINAS- ANNEX 2.006 AC- 090121



EXHIBIT B

When the Property is annexed, services will be provided to the Property as follows:

1. Police Protection

Police services, including patrolling, response to calls and other routine services, will begin on the Effective Date of the annexation using existing personnel and equipment.

2. Fire Protection

Fire protection services, including emergency response calls, will begin on the Effective Date of the annexation using existing personnel and equipment and within the limitations of the available water supply.

3. Emergency Medical Services

Emergency medical services, including emergency response calls, will continue at the same level of service after the annexation. The City of San Marcos contracts for emergency medical services through the San Marcos – Hays County EMS, which already provides service to the area being annexed.

4. Solid Waste Collection

Solid waste collection services, provided under contract with a private company, will be made available to all properties on the Effective Date of the annexation. Residents of the Property may elect to continue using the services of a private solid waste hauler for a period of two years after the Effective Date of the annexation. Businesses and institutions must make arrangements with private solid waste haulers.

5. Operation and Maintenance of Water and Wastewater Facilities

a. Water. The Property is located within the Crystal Clear Special Utility District Certificate of Convenience and Necessity (CCN) for water service, thus, the City is not providing water service to the Property. The Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property.

b. Wastewater. The Property is not covered by a CCN for wastewater service, however, the City of San Marcos has wastewater lines adjacent to the Property and agrees to make wastewater service available to the Property on the Effective Date of the annexation on the same basis as available to other owners of property in the City, i.e., the Owner is solely responsible for the cost to construct and extend all infrastructure, facilities, and lines necessary to serve the Property. In addition, the City is in the process of adding the Property as an area covered by the City's CCN for wastewater service.

6. Construction, Operation and Maintenance of Roads and Streets

As new development occurs within the Property, the Owner(s) of Property will be required to construct streets at the Owner's sole expense in accordance with applicable ordinances of the City.

7. Electric Service

The Property is located in the Pedernales Electric Cooperative service area. Thus, the City will not provide electric service to the Property.

8. Operation and Maintenance of Parks, Playgrounds, and/or Swimming Pools

No parks, playgrounds, and/or swimming pools currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding recreational facilities to serve the Property. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal parks and recreational facilities, subject to the same restrictions, fees, and availability that pertains to the use of those facilities by other citizens of the city.

9. Operation and Maintenance of Other Public Facilities, Buildings, and Services

No other public facilities, buildings, or services currently exist within the Property. The same standards and policies now established and in force within the city limits will be followed in maintaining and expanding other public facilities, building, and services. Upon annexation, the owners and residents of property located within the Property shall be entitled to the use of all municipal facilities, buildings, and services, subject to the same restrictions, fees, and availability that pertains to the use of those facilities and services by other citizens of the city.

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: October 4, 2021

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

Owner: Las Onces Colinas, LLC

Property: 2.006 acre tract of land situated in the Samuel Craft League, Abstract No. 89, Hays County, Texas

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: ~~GRAND DRAGO, LP~~ LAS ONCRS COLUMB, LLC

Name: John Davenport

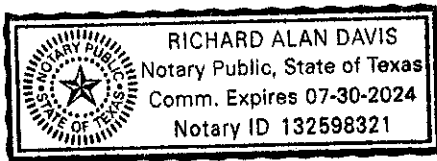
Title: Owner

ACKNOWLEDGMENT

STATE OF TX §

COUNTY OF TARRANT §

This instrument was acknowledged before me on October 4th, 2021, by JOHN DAVENPORT, OWNER of GRAND DRAGO LP in such capacity on behalf of said entity.



[Signature]
Notary Public, State of TX

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 (individual):

Date: _____

[OR]

OWNER (Entity):

By: ~~GRAND TRAY LP~~ WAS ONOBS COLINAS, LLC

Name: John Davenport

Title: Owner

Date: 10-11-21

Case No. AN-21-06 (to be inserted by City Staff)