

## **ORDINANCE NO. 2022-58**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY IN CASE NO. ZC-22-10, BY REZONING APPROXIMATELY 202.2 ACRES, GENERALLY LOCATED 800 FEET EAST OF THE CENTERPOINT ROAD AND CENTERPOINT COURT INTERSECTION AND ON THE NORTH SIDE OF CENTERPOINT ROAD, FROM “SC” SMART CODE DISTRICT TO “LI” LIGHT INDUSTRIAL DISTRICT FEET OR, SUBJECT TO CONSENT OF THE OWNER, ANOTHER LESS INTENSE ZONING DISTRICT CLASSIFICATION; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

### **RECITALS:**

1. On June 28, 2022, the Planning and Zoning Commission of the City of San Marcos held a public hearing regarding a request to change the zoning designation from “SC” Smart Code District to “LI” Light Industrial District for approximately 202.2 acres generally located 800 feet east of the Centerpoint Road and Centerpoint Court intersection and on the north side of Centerpoint Road (the “Property”), as described in Exhibit A, attached hereto and made a part hereof for all purposes.

2. The Planning and Zoning Commission approved a recommendation to the City Council regarding the request.

3. The City Council held a public hearing on August 2, 2022, regarding the request.

4. All requirements pertaining to Zoning Map amendments have been met.

5. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, morals, welfare and safety.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS:**

**SECTION 1.** The Official Zoning Map of the City is amended to rezone the Property, as described in Exhibit A, from “SC” Smart Code District to “LI” Light Industrial District.

**SECTION 2.** If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

**SECTION 3.** All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

**SECTION 4.** This ordinance will take effect after its passage, approval and adoption on

second reading and the recording of a restrictive covenant agreement substantially in the form in Exhibit B, attached hereto and made a part hereof, prohibiting certain waster-related uses.

**PASSED AND APPROVED** on first reading on August 2, 2022.

**PASSED, APPROVED AND ADOPTED** on second reading on September 6, 2022.

Jane Hughson  
Mayor

Attest:

Elizabeth Trevino  
City Clerk

Approved:

Michael J. Cosentino  
City Attorney

**LEGEND**

△ CALCULATED POINT

● PROPERTY CORNER FOUND AS NOTED

O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS

SCALE: 1"=350'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	N48°27'01"E	168.91'
L2	N57°11'10"E	78.53'
L3	S10°52'49"W	99.53'
L4	S2°49'30"W	113.22'
L5	S5°39'19"E	70.63'
L6	S10°23'19"W	128.39'
L7	S1°20'08"W	178.66'
L8	S21°26'50"W	74.19'
L9	S25°45'08"W	63.71'
L10	S10°24'20"W	87.50'
L11	S27°25'58"W	109.30'
L12	S19°01'12"W	106.62'
L13	S21°44'51"W	141.52'
L14	N24°10'52"E	95.86'
L15	S26°56'02"W	68.71'
L16	S51°47'01"W	50.37'
L17	S70°05'13"W	35.57'
L18	S18°30'32"W	130.45'
L19	S17°19'15"W	118.15'
L20	N46°27'57"W	2251.85'

**JOHN H. YEARBY SURVEY ABSTRACT NO. 508**

495.23 AC.  
WALTON TEXAS, LP  
VOL. 3822, PG. 246  
O.P.R.H.C.T.

37.99 ACRES  
(1,654,750 SQ. FT.)

**POINT OF BEGINNING**

N46°27'57"W 1497.69'  
CENTERPOINT RD.

495.23 AC.  
WALTON TEXAS, LP  
VOL. 3822, PG. 246  
O.P.R.H.C.T.

1.109 AC.  
FLEUR GEIGER  
DOC. NO. 21028919  
O.P.R.H.C.T.

2.183 AC.  
PABLO ZAPATA  
VOL. 1165, PG. 11  
D.R.H.C.T.

1/2" IRON ROD FOUND

1/2" IRON ROD FOUND

56°35'28"E  
705.63'

**POINT OF COMMENCING**

S. OLD BASTROP HWY

**37.99 ACRE**

OUT OF THE JOHN H. YEARBY SURVEY,  
ABSTRACT 508  
HAYS COUNTY, TEXAS

DATE:	12/21/21
DRAWN:	EB
CHECKED:	RG
JOB NO.:	21004913

PG. 02  
OF 02

**ATWELL**

www.atwell-group.com

805 LAS COMAS PARKWAY, SUITE 310  
AUSTIN, TX 78746  
512-304-0505  
TSPC LS 10183728

# LEGEND

- △ CALCULATED POINT
- PROPERTY CORNER FOUND AS NOTED
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS

SCALE: 1"=600'



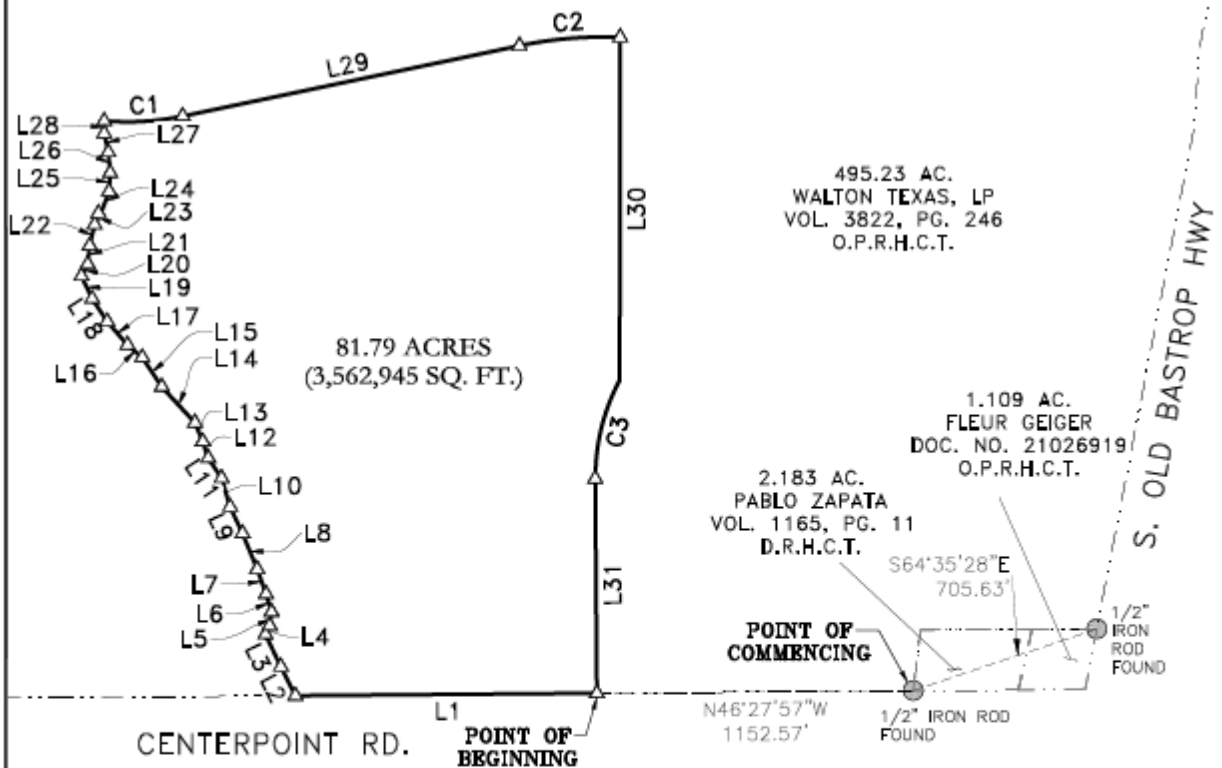
40.00 AC.  
JASTER  
EDMUND HAYS  
COUNTY  
PARTNERSHIP  
NO DEED  
FOUND

60.435 AC.  
JULIAN PEREZ &  
MARTINA CURA LP  
VOL. 3698, PG. 591  
O.P.R.H.C.T.

10.265 AC.  
ROY R. MENDOZA AND WIFE  
MARIA G. MENDOZA  
VOL. 2761, PG. 162  
O.P.R.H.C.T.



## JOHN H. YEARBY SURVEY ABSTRACT NO. 508



81.79 ACRE  
OUT OF THE JOHN H. YEARBY SURVEY,  
ABSTRACT 508  
HAYS COUNTY, TEXAS

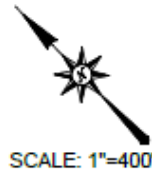
DATE: 12/29/21  
DRAWN: AY  
CHECKED: RG  
JOB NO.: 21004913

PG.  
03  
OF  
04



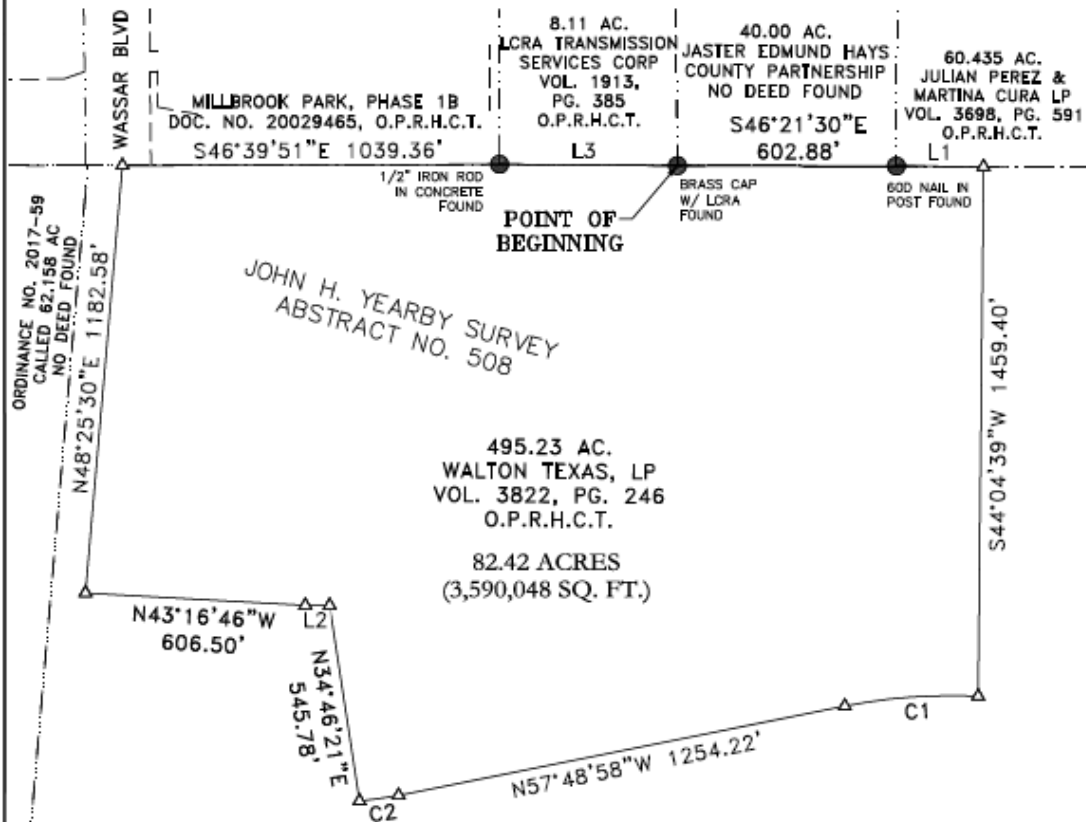
# LEGEND


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FOUND AS NOTED
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS  
OF HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS OF  
HAYS COUNTY,  
TEXAS



CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	14°06'44"	1500.00'	369.45'	N50°45'36"W	368.52'
C2	6°13'10"	1000.00'	108.55'	N54°42'23"W	108.50'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	S46°13'04"E	240.67'
L2	N46°41'16"W	66.88'
L3	S46°05'16"E	490.25'



82.42 ACRE OUT OF THE JOHN H. YEARBY SURVEY, ABSTRACT 508 HAYS COUNTY, TEXAS	DATE: 12/21/21 DRAWN: EB CHECKED: RG JOB NO.: 21004913	PG. 02 OF 02	 <b>ATWELL</b> <a href="http://www.atwell-group.com">www.atwell-group.com</a> 805 LAS CHAS PARKWAY, SUITE 310 AUSTIN, TX 78746 512.304.0505 TXPE LS 10183726

c:\\_home\21004913 gas lamp\c3d 21004913 gaslamp\21004913 zoning I 84.ac.dwg Svedate:12/21/2021 2:53 PM Plotdate:12/21/2021 2:54 PM

**EXHIBIT B**  
**[Form of Restrictive Covenant Agreement]**

**RESTRICTIVE COVENANT AGREEMENT**

THIS RESTRICTIVE COVENANT AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, (the "**Owner**"), and the City of San Marcos, Texas (the "**City**").

**RECITALS:**

A. Owner is the owner of a tract of land totaling approximately 202.2 acres situated in Hays County, Texas, more particularly described in Exhibit "A", attached hereto (the "**Property**").

B. Owner and the City desire to subject the Property to the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Owner and the City do hereby agree as follows:

1. **Establishment of Restrictive Covenant.** The Parties hereto agree and acknowledge that the Property shall be held, sold, transferred, conveyed and occupied subject to the restriction that the following uses and activities are prohibited:

**Waste-Related Service Use Category** - Characterized by uses that receive solid or liquid wastes from others for transfer to another location and uses that collect sanitary wastes or that manufacture or produce goods or energy from the composting of organic material. Waste related service includes the following uses.

- Animal waste processing.
- Landfill.
- Manufacture and production of goods from composting organic material.
- Outdoor collection and storage of recyclable material.
- Scrap Materials (indoor storage).
- Solid or liquid waste transfer station, waste incineration.

2. **No Consent Required.** The Owner and the City each hereby represent and warrant to the other that they have full requisite power and authority to enter into this Agreement without the joinder or further consent of any other party, including without limitation that of any lender, lienholder or tenant, and that this Agreement will not be subordinate to any existing lien or other monetary encumbrance.

3. **Remedies.** The City may pursue any remedies available at law or in equity to enforce the provisions of this Agreement, including the recovery of reasonable attorney's fees and court costs.

4. **No Waiver.** The failure of the City or Owner to avail itself of any of the privileges, rights, covenants, agreements, terms and conditions of this Agreement for any period of time or at any time shall not be construed or deemed to be a waiver thereof, and nothing herein contained, nor anything done or omitted to be done by the City or Owner pursuant hereto, shall be deemed a waiver by the other of any of its rights and remedies hereunder or under the laws of the State of Texas. The enforcement of any right or remedy hereunder by the City, either prior to, simultaneously with, or subsequent to any other action taken hereunder, shall not be deemed an election of remedies.

5. **Modification.** This Agreement may not be modified or amended unless such modification or amendment has been reduced to writing approved by the city council of the City and signed by all of the then-existing owners of the Property or portions thereof, and by the City, and has been recorded in the Official Public Records of Hays County, Texas.

6. **Binding Effect.** The obligations created hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

7. **Partial Invalidity.** If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

[SIGNATURES ON NEXT PAGE]

[INSERT OWNER NAME]:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

THIS INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of -  
\_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, in such capacity, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

**CITY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

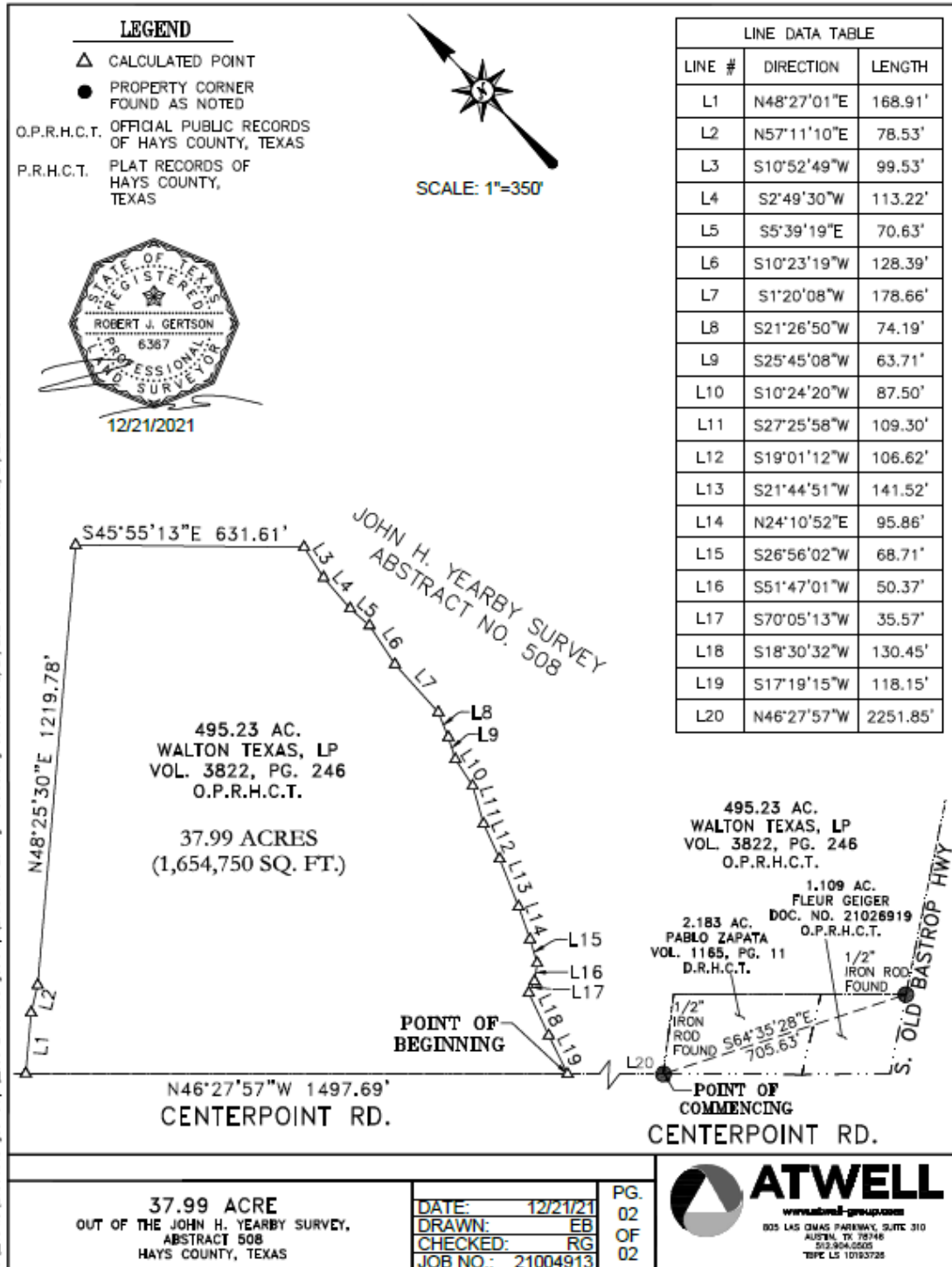
STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

THIS INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022, by \_\_\_\_\_, \_\_\_\_\_ of the City of  
San Marcos, in such capacity, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas



# EXHIBIT A



c:\home\21004913 gas lump\_c3d 21004913 gas lump\_c3d 21004913 zoning 1 38.ac.dwg Savedate:12/21/2021 10:54 AM Plotdate:12/21/2021 1:33 PM

# LEGEND

- △ CALCULATED POINT
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- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS

40.00 AC.  
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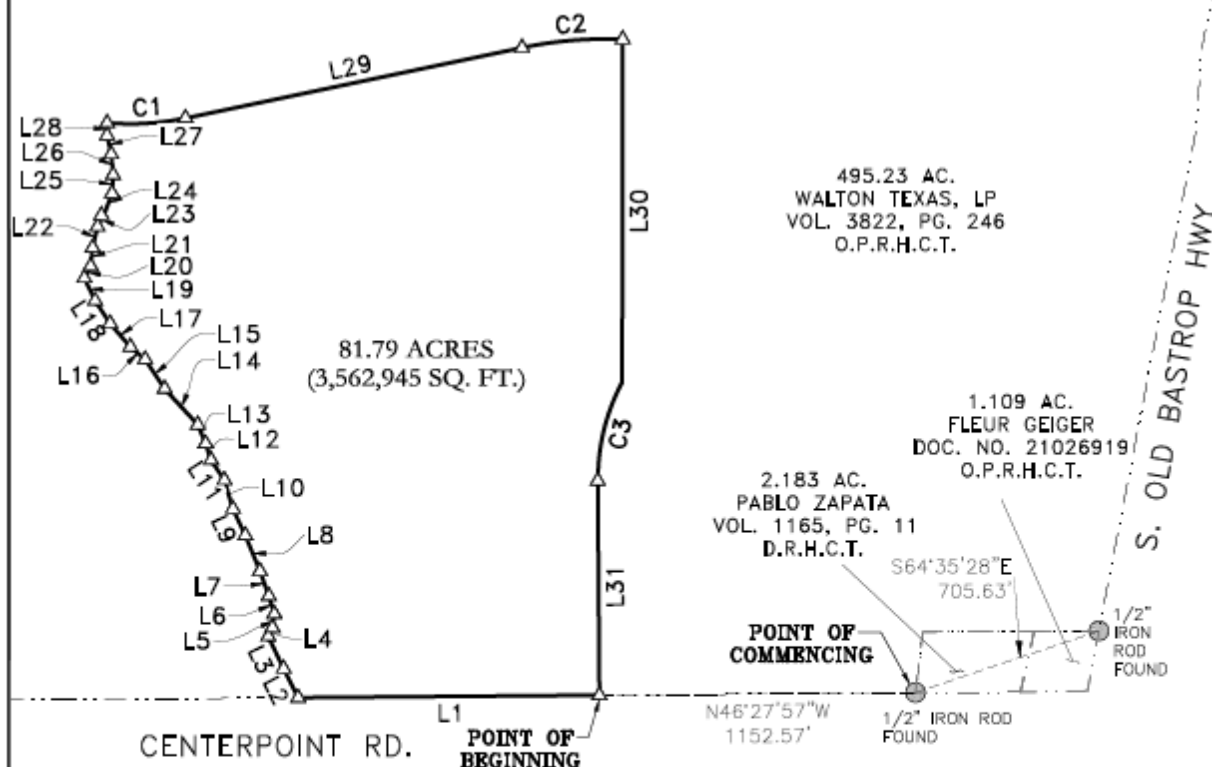
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12/27/2021

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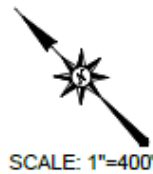
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Toll Free: 1-800-372-2626

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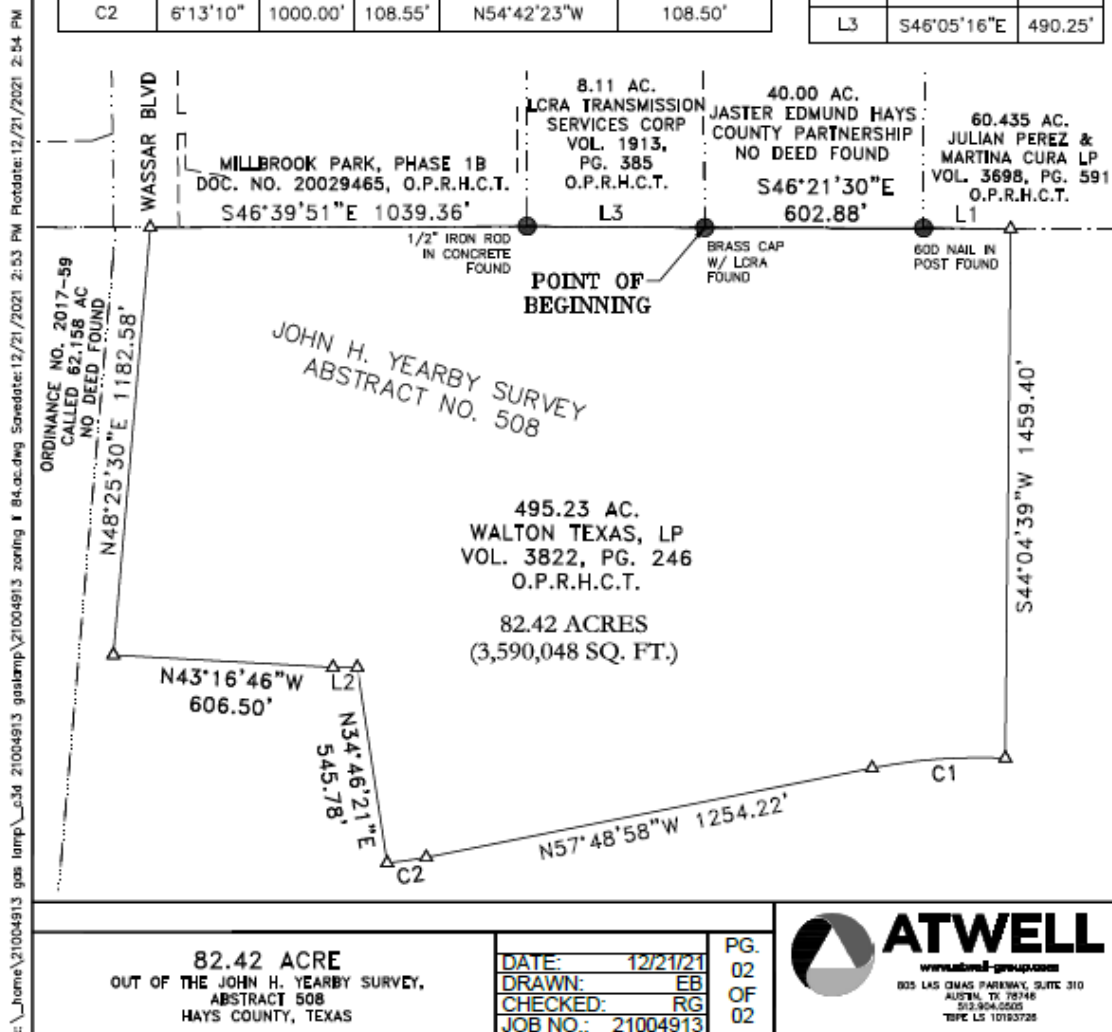
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c:\home\21004913 gas larp\c3d 21004913 gaslarp\21004913 zoning I 84.ac.dwg Savedate:12/21/2021 2:53 PM Plotdate:12/21/2021 2:54 PM

*[City Clerk to fill in the following information as last page of the ordinance.]*

Date Restrictive Covenant Agreement Recorded: \_\_\_\_\_

County in Which Recorded: \_\_\_\_\_

Instrument No. \_\_\_\_\_