

AN ORDINANCE 2017-12-14-1020

AUTHORIZING TWO MUNICIPAL BOUNDARY ADJUSTMENTS RELEASING A TOTAL OF 293 ACRES OF LAND IN THE NORTHAMPTON SUBDIVISION FROM THE CITY OF SAN ANTONIO TO THE CITY OF CONVERSE. THE SUBJECT PROPERTY CONSISTS OF A 236 ACRE TRACT AND A 57 ACRE TRACT LOCATED SOUTH OF THE INTERSECTION OF GIBBS-SPRAWL ROAD AND CRESTWAY ROAD, WEST OF SALITRILLO CREEK AND NORTH OF FM 78 WITHIN THE CITY LIMITS OF SAN ANTONIO IN EASTERN BEXAR COUNTY, TEXAS.

* * * * *

WHEREAS, the Texas Local Government Code Section 43.031 authorizes adjacent cities to make mutually agreeable adjustments that are less than 1,000 feet in width; and

WHEREAS, on March 9, 2017, the City Council of San Antonio approved a multi-phase interlocal agreement in which San Antonio would release approximately 12 square miles from San Antonio's unincorporated Extraterritorial Jurisdiction (ETJ) area for future annexation by Converse and also transfers approximately 3.6 square miles from the City limits of San Antonio to the City limits of Converse; and

WHEREAS, the municipal boundary adjustments are consistent with the City of San Antonio's Annexation Policy, adopted on February 14, 2013; and

WHEREAS, the City of San Antonio recognizes the need for its regional partner cities to remain economically viable in support of the overall economic health of the region; and

WHEREAS, the boundary adjustments between the two cities would provide more logical planning boundaries; and provide uniform regulations and service delivery to the entire subdivision; and

WHEREAS, the City of San Antonio's action to proceed with the Northampton municipal boundary adjustments reflects San Antonio's good faith effort to fulfill the spirit of the interlocal agreement; and

WHEREAS, the City Council has considered the effect of this boundary adjustment and finds that it is in the best interest of the City of San Antonio and its citizens; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The subject property containing two tracts of land, totaling 293 acres, is depicted on the map in **EXHIBIT A** and more particularly described by metes and bounds in **EXHIBIT B**, and, and the associated Interlocal Agreement with the City of Converse attached in **EXHIBIT C** and incorporated herein for all purposes is hereby released by the City of San Antonio to the City of Converse upon fulfillment of the conditions stated in this Ordinance.

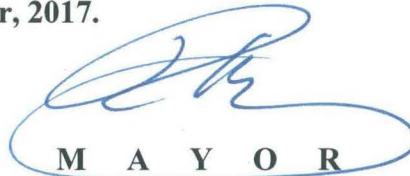
SECTION 2. The City of San Antonio shall transfer a 236 acre tract of land in the Northampton subdivision from the City of San Antonio to the City limits of Converse by December 31, 2017.

SECTION 3. The City of San Antonio shall transfer the 57 acres tract of land in the Northampton subdivision from the City of San Antonio to the City limits of Converse by January 31, 2018.

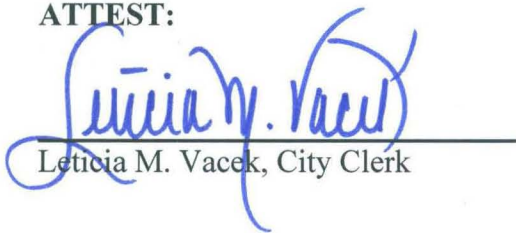
SECTION 4. The City of Converse shall immediately assume responsibility for providing full municipal services and extending city codes and regulations to the transferred properties with the exception of solid waste and recycling services which would be assumed on or around February 1, 2018. The City of Converse shall apply land use controls and zoning recommendations to areas affected by the Randolph Joint Land Use Study (JLUS).

SECTION 5. This Ordinance shall be effective December 31, 2017.

PASSED and APPROVED this 14th day of December, 2017.



M A Y O R
Ron Nirenberg

ATTEST:




Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



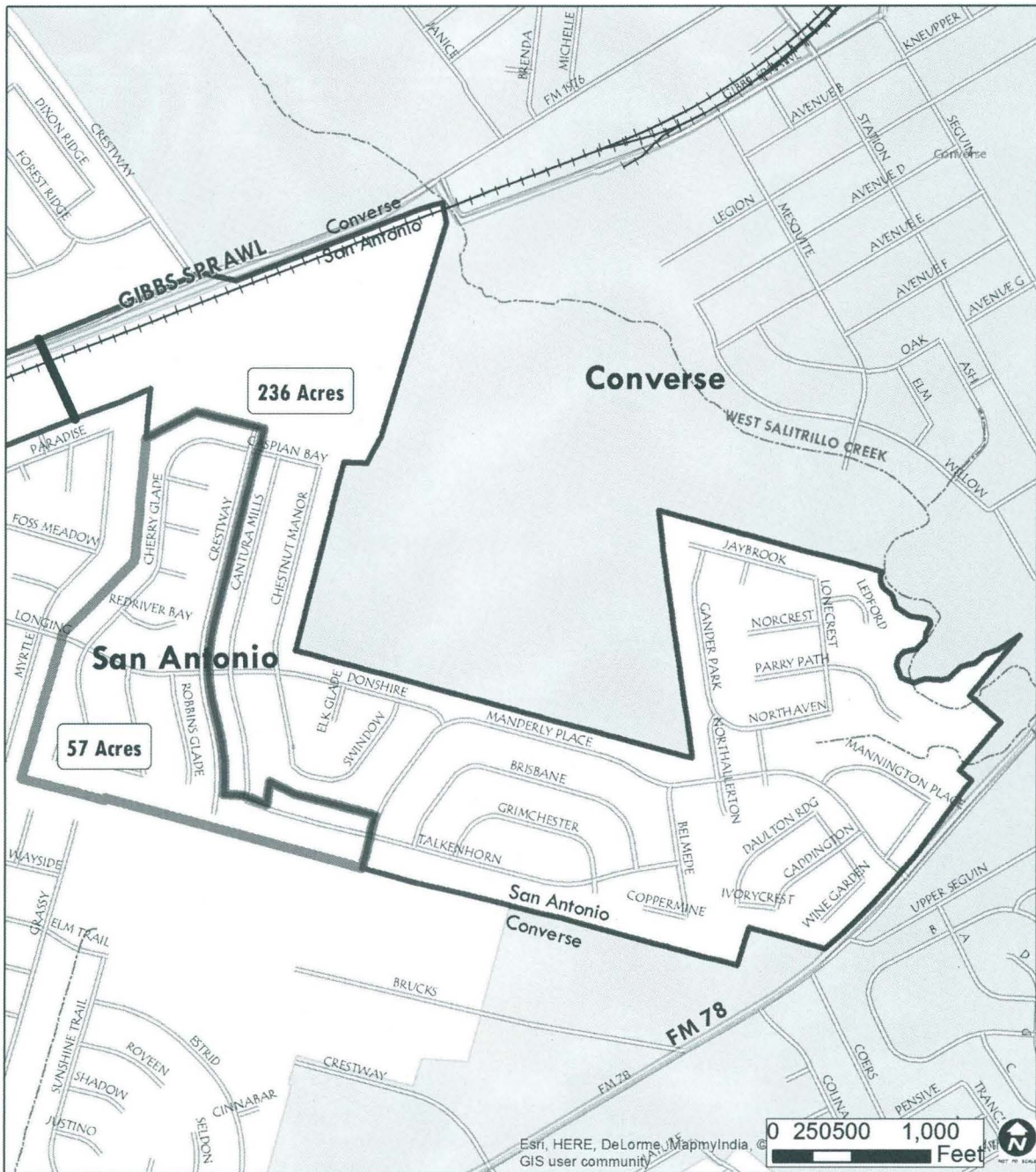
Andrew Segovia, City Attorney



| | | | | | | | |
|---------------------|--|--------------------|------------|------------|----------------|---------------|---------------|
| Agenda Item: | 39 (in consent vote: 4, 6, 7, 9, 10, 11, 12, 16, 18A, 18B, 18C, 19, 20, 23, 25, 26, 27, 28, 29, 30, 32, 33, 35, 38, 39, 40) | | | | | | |
| Date: | 12/14/2017 | | | | | | |
| Time: | 09:20:27 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance authorizing two municipal boundary adjustments releasing from the City of San Antonio to the City of Converse a total of approximately 293 acres in the Northampton subdivision located south of the intersection of Gibbs-Sprawl Road and Crestway Road, west of Salitrillo Creek and north of FM 78 within the City limits of San Antonio in eastern Bexar County, Texas. [Peter Zanoni, Deputy City Manager; Bridgett White, AICP, Director, Planning] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ron Nirenberg | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | | x | | | | |
| William Cruz Shaw | District 2 | | x | | | x | |
| Rebecca Viagran | District 3 | | x | | | | x |
| Rey Saldaña | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | | x | | | | |
| Greg Brockhouse | District 6 | | x | | | | |
| Ana E. Sandoval | District 7 | | x | | | | |
| Manny Pelaez | District 8 | | x | | | | |
| John Courage | District 9 | | x | | | | |
| Clayton H. Perry | District 10 | | x | | | | |

EXHIBIT “A”

ITEM NO. 39
FILE NO. 17-6394



**Municipal Boundary Adjustments (MBA)
in the Northampton Subdivision**

-  236 Acres MBA
-  57 Acres MBA
-  Converse
-  Minor Hwys
-  Railroads
-  Creeks

EXHIBIT "A"

EXHIBIT “B”

ITEM NO. 39
FILE NO. 17-6394

Exhibit "B"

**BOUNDARY DESCRIPTION FOR A 236 ACRE AREA
CITY OF SAN ANTONIO – CONVERSE INTERLOCAL AGREEMENT**

A description for the City of San Antonio – Converse Interlocal Agreement area containing 236 Acres, more or less, and being adjacent to the current city limits of the City of San Antonio, Bexar County, Texas and the City of Converse, being more particularly described as follows:

BEGINNING: at a point on the northwestern right of way line of the Southern Pacific Railroad right of way line, the southeastern line of Gibbs Sprawl Road, a corner City of San Antonio Ordinance No. 61618, a common corner of the current City of San Antonio city limits and the City of Converse city limits;

THENCE: in a southwesterly direction following a line of the City of San Antonio Ordinance No. 61618, a common line of the current City of San Antonio city limits and the City of Converse city limits, the Northwestern line of the railroad right of way and the Southeastern line of Gibbs Sprawl Road, a distance of approximately 2709 feet to a common corner of the City of San Antonio city limits and the City of Converse city limits;

THENCE: in a southeasterly direction, a distance of approximately 444 feet to a point on a line of the Current City of San Antonio city limits, a line of the City of San Antonio Ordinance No. 61618;

THENCE: in a northeasterly direction, following the current city limits line of the City of San Antonio, a line of the City of San Antonio Ordinance No. 61618, a distance of approximately 562 feet to a point for a corner of the City of San Antonio Ordinance No. 61618, a corner of the current City of San Antonio city limits;

THENCE: in a southerly direction, following the current City of San Antonio city limits, a line of the City of San Antonio Ordinance No. 61618, to a point for the Northwestern corner of Northampton Unit 4 in Volume 9536, Pages 128 – 130, Deed and Plat Records, Bexar County, Texas;

THENCE: in a northeasterly then southeasterly direction, following the northern line of Northampton, Unit 4, a distance of approximately 798 feet to a point for the northeastern corner of Crestway 86 foot right of way;

THENCE: in a southerly direction following the eastern line of Crestway 86 foot right of way, a distance of approximately 2368 feet to a point for the southwestern corner of Lot 81, the northwestern corner of Lot 80, Block 2 of the Northampton, Unit 3 in Volume 9533, Pages 75 – 76, Deed and Plat Records, Bexar County, Texas;

THENCE: in an easterly direction along the common line of Lots 80 and 81, Northampton, Unit 3, a distance of approximately 109 feet to a point for a common corner of Lots 80 and 81 on the western line of Cantura Mills, 50 foot right of way;

THENCE: in an easterly direction crossing Cantura Mills, a distance of approximately 172 feet to a point for the southeastern corner of Lot 45, the southwestern corner of Lot 46, Block 6, Northampton, Unit 3 on the northern line of Talkenhorn 50 foot right of way;

THENCE: in a northerly direction, a distance of approximately 139 feet to a point for the northwestern corner of Lot 46, the Southwestern corner of Lot 20, Block 6, Northampton, Unit 3;

THENCE: in an easterly direction, following the northern line of Lots 46-48, Block 6, Northampton, Unit 3 and the northern line of Lots 49 – 57, Block 6, Northampton, Unit 1 in Volume 9516, Pages 171-177, Deed and Plat Records, Bexar County, Texas, a distance of approximately 696 feet to a point for the northeastern corner of Lot 57, Block 6, Northampton, Unit 1 on the western line of Manderly Place 50 foot right of way;

THENCE: in a southerly direction, following the western line of Manderly Place and crossing Talkenhorn right of way, a distance of approximately 160 feet to a point on the southern line of Talkenhorn right of way;

THENCE: in an easterly direction along the southern line of Talkenhorn right of way, a distance of approximately 14 feet to a point for the Northeastern corner of Lot 64, the Northwestern corner of Lot 63, Block 2, Northampton, Unit 1;

THENCE: in a southerly direction, along the eastern line of Lot 64, the western line of Lot 63, Northampton, Unit 1 and crossing a 75 foot C.P.S. electric easement in Volume 7189, Page 576, Deed Records, Bexar County, Texas, a distance of approximately 185 feet to a point on the southern line of the 75 foot C.P.S. electric easement, a line of the City of San Antonio city limits, a line of the City of San Antonio E.T.J, and the southern line of City of San Antonio Ordinance No. 61618;

THENCE: in an easterly direction, along the southerly line of the 75 foot C.P.S. electric easement, the southern line of City of San Antonio Ordinance No. 61618, at an distance of approximately 967 feet a point for a corner of the current City of San Antonio E.T.J., a corner of the current City of Converse city limits, a total approximate distance of 2467 feet to a point for a corner of City of San Antonio Ordinance No. 61618, a corner of the current City of San Antonio city limits, a corner of the current City of Converse city limits, the Southwestern corner of the City of San Antonio – 2.36 acre tract in Volume 7189, Page 572, Deed Records, Bexar County, Texas;

THENCE: in a northerly direction, following the current City of San Antonio city limits, the current City of Converse city limits, a line of the City of San Antonio Ordinance No. 61618,

an approximate distance of 255 feet to a corner of the City of San Antonio city limits, a corner of the City of Converse city limits, a corner of the City of San Antonio Ordinance No. 61618, the northwestern corner of the City of San Antonio 2.36 acre tract and a corner of Northampton, Unit 7 in Volume 9547, Page 32, Deed and Plat Records, Bexar County, Texas;

THENCE: in an easterly direction following the current City of San Antonio city limits, the City of Converse city limits, a line of the City of San Antonio Ordinance No. 61618, a southern line of Northampton, Unit 7, and the northern line of the City of San Antonio 2.36 acre tract, a distance of approximately 500 feet to a point for a corner of the current City of San Antonio city limits, a corner of the City of Converse city limits on the northwestern right of way line of Farm Market Road No. 78;

THENCE: in a northeasterly direction following the current City of San Antonio city limits, the City of Converse city limits; a line of the City of San Antonio Ordinance No. 61618 and the Northwestern line of Farm Market Road No. 78, a distance of approximately 1419 feet to a point for a corner of the current City of San Antonio city limits, the City of Converse city limits and a corner of the City of San Antonio Ordinance No. 61618;

THENCE: in a northerly direction following the current City of San Antonio city limits, the City of Converse city limits, a line of the City of San Antonio Ordinance No. 61618, a distance of approximately 1266 feet to a point on the centerline of Salitrillo Creek, a corner of the City of San Antonio city limits, the City of Converse city limits and a corner of City of San Antonio Ordinance No. 61618;

THENCE: in a westerly then northwesterly direction, along the meanders of the centerline of Salitrillo Creek, following a line of the current City of San Antonio City Limits, the City of Converse City Limits, a line of City of San Antonio Ordinance No. 61618, an approximate distance of 1831 feet to a point for a corner of the current City of San Antonio city limits, a corner of the City of Converse city limits, a corner of City of San Antonio Ordinance No. 61618;

THENCE: in a westerly direction leaving the centerline of Salitrillo Creek, following the current City of San Antonio city limits, the City of Converse city limits, a line of the City of San Antonio Ordinance No. 61618, a distance of approximately 1470 feet to the northwestern corner of Northampton, Unit 5 in Volume 9539, Pages 53 – 55, Deed and Plat Records, Bexar County, Texas, a corner of the City of San Antonio city limits, a corner of the City of Converse city limits, a corner of the City of San Antonio Ordinance No. 61618;

THENCE: in a southerly direction, along the western line of Northampton, Unit 5, a western line of Northampton, Unit 1, a common line of the City of San Antonio city limits and the City of Converse city limits, a line of the City of San Antonio Ordinance No. 61618, a distance of approximately 1589 feet to a corner of the City of San Antonio city limits, a

corner of the City of Converse city limits, a corner of the City of San Antonio Ordinance No. 61618;

THENCE: in a westerly direction, following the current City of San Antonio city limits, the City of Converse city limits, a line of the City of San Antonio Ordinance No. 61618, a distance of approximately 2609 feet to an interior corner of Northampton, Unit 2 in Volume 9529, Pages 215-217, Deed and Plat Records, Bexar County, Texas, the southwestern corner of the City of Converse 110.32 acre tract in Volume 7440, Page 843, Official Records, Bexar County, Texas, a corner of the current City of San Antonio city limits, a corner of the City of Converse city limits, a corner of the City of San Antonio Ordinance No. 61618;

THENCE: in a northerly direction following the current city limits line of the City of San Antonio, the City of Converse city limits, a distance of approximately 3146 feet to the POINT OF BEGINNING and containing 236 acres, more or less.

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.



A handwritten signature in cursive script, appearing to read "Rex L. Hackett", written over a horizontal line.

Rex L. Hackett
Registered Professional Land Surveyor
License Number 5573

Exhibit "B"

**BOUNDARY DESCRIPTION FOR A 57 ACRE AREA
CITY OF SAN ANTONIO – CONVERSE INTERLOCAL AGREEMENT**

A description for the City of San Antonio – Converse Interlocal Agreement area containing 57 Acres, more or less, and being adjacent to the current city limits of the City of San Antonio, Bexar County, Texas and the City of San Antonio E.T.J., being more particularly described as follows:

BEGINNING: at the southwestern corner of Northampton Unit 3A in Volume 9535, Pages 28-30, Deed and Plat Records, Bexar County, Texas, the southwestern corner of the City of San Antonio Ordinance No. 61618, a corner of Ventura, Unit 10 in Volume 9513, Page 92 and Ventura, Unit 8 in Volume 9512, Pages 48-50 of the Deed and Plat Records, Bexar County, Texas, a corner of the current City of San Antonio city limits and a corner of the City of San Antonio E.T.J.;

THENCE: in a northerly direction, following the current City of San Antonio city limits, a line of the City of San Antonio E.T.J., a line of the City of San Antonio Ordinance No. 61618, a distance of approximately 2378 feet to a point for the northwestern corner of Northampton Unit 4 in Volume 9536, Pages 128-130, Deed and Plat Records, Bexar County, Texas;

THENCE: in a northeasterly then southeasterly direction, following the northern line of Northampton, Unit 4, a distance of approximately 798 feet to a point for the northeastern corner of Crestway 86 foot right of way;

THENCE: in a southerly direction following the eastern line of Crestway 86 foot right of way, a distance of approximately 2368 feet to a point for the southwestern corner of Lot 81, the northwestern corner of Lot 80, Block 2 of the Northampton, Unit 3 in Volume 9533, Pages 75 – 76, Deed and Plat Records, Bexar County, Texas;

THENCE: in an easterly direction along the common line of Lots 80 and 81, Northampton, Unit 3, a distance of approximately 109 feet to a point for a common corner of Lots 80 and 81 on the western line of Cantura Mills, 50 foot right of way;

THENCE: in an easterly direction crossing Cantura Mills, a distance of approximately 172 feet to a point for the southeastern corner of Lot 45, the southwestern corner of Lot 46, Block 6, Northampton, Unit 3 on the northern line of Talkenhorn 50 foot right of way;

THENCE: in a northerly direction, a distance of approximately 139 feet to a point for the northwestern corner of Lot 46, the Southwestern corner of Lot 20, Block 6, Northampton, Unit 3;

THENCE: in an easterly direction, following the northern line of Lots 46-48, Block 6, Northampton, Unit 3 and the northern line of Lots 49 – 57, Block 6, Northampton, Unit 1 in Volume 9516, Pages 171-177, Deed and Plat Records, Bexar County, Texas, a distance of approximately 696 feet to a point for the northeastern corner of Lot 57, Block 6, Northampton, Unit 1 on the western line of Manderly Place 50 foot right of way;

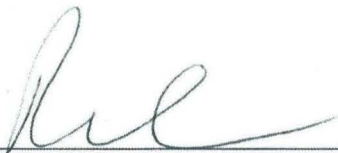
THENCE: in a southerly direction, following the western line of Manderly Place and crossing Talkenhorn right of way, a distance of approximately 160 feet to a point on the southern line of Talkenhorn right of way;

THENCE: in an easterly direction along the southern line of Talkenhorn right of way, a distance of approximately 14 feet to a point for the Northeastern corner of Lot 64, the Northwestern corner of Lot 63, Block 2, Northampton, Unit 1;

THENCE: in a southerly direction, along the eastern line of Lot 64, the western line of Lot 63, Northampton, Unit 1 and crossing a 75 foot C.P.S. electric easement in Volume 7189, Page 576, Deed Records, Bexar County, Texas, a distance of approximately 185 feet to a point on the southern line of the 75 foot C.P.S. electric easement, a line of the City of San Antonio city limits, a line of the City of San Antonio E.T.J, and the southern line of City of San Antonio Ordinance No. 61618;

THENCE: in a westerly direction following the current city limits line of the City of San Antonio, a southern line of the City of San Antonio Ordinance No. 61618, the City of San Antonio E.T.J., a distance of approximately 2246 feet to the POINT OF BEGINNING and containing 57 acres, more or less.

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.



Rex L. Hackett
Registered Professional Land Surveyor
License Number 5573

EXHIBIT “C”

ITEM NO. 39
FILE NO. 17-6394

**CITY OF SAN ANTONIO
AND
CITY OF CONVERSE**

INTERLOCAL AGREEMENT

This Interlocal Agreement ("*Agreement*") is made and entered into between the City of San Antonio ("*COSA*"), a Texas municipal corporation acting through its City Manager and the City of Converse ("*Converse*") a Texas municipal corporation acting through its City Manager (sometimes herein referred to as a "*Party*" individually or as "*Parties*" collectively) in accordance with the Texas Interlocal Cooperation Act.

WHEREAS, to further the respective desire of each city to work together to enhance growth in the area and to ensure that such growth optimizes the health, safety and welfare of its inhabitants; and

WHEREAS, Converse has requested that the COSA release approximately 12 square miles of land from its extraterritorial jurisdiction ("*ETJ*") so that the land may be annexed by Converse; and

WHEREAS, both cities are interested in providing urban level services to high population areas; and

WHEREAS, COSA will release property within its ETJ to Converse as permitted by the TEXAS LOCAL GOVERNMENT CODE, Section 42.022; and

WHEREAS, Converse will annex the area within the released ETJ in accordance with the appropriate provisions of the TEXAS LOCAL GOVERNMENT CODE, Chapter 43; and

WHEREAS, upon the completion of each phase of the annexation by Converse, COSA and Converse will adjust their respective municipal boundaries as permitted by the TEXAS LOCAL GOVERNMENT CODE, Section 43.031 with COSA releasing approximately 3.6 square miles of the COSA to the City of Converse; and

WHEREAS, Bexar County, Bexar County Emergency Services District No. 11 and Bexar County Emergency Services District No. 1 are supportive of this plan; and

WHEREAS, both municipalities are desirous of entering into an agreement to attain their mutually respective goals;

The Parties mutually agree as follows:

Section 1. COSA ETJ Releases.

A. On March 9, 2017, COSA by approval of this Interlocal Agreement the Phase 1 area containing approximately 600 acres (0.94 square miles) of its ETJ in the Northeast Loop 1604 area generally located west of NE Loop 1604, south of the city limits of Converse and north of IH-10 East is released to Converse. The Phase 1 area is more particularly described in **EXHIBIT "A"**.

B. By November 30, 2017, COSA will release the Phase 2 area containing approximately 1225.2 acres (1.91 square miles) of its ETJ in an area generally bounded on the north by Crestway Road, on the east by the city limit line of Converse and on the south by Gibbs Sprawl Road; an area along FM 78 bounded on the east by the city limit line of Converse and on the west by Walzem Road and an area extending north and south of Weichold Road to the north, bounded on the east by NE Loop 1604, bounded on the south by the San Antonio city limit line near IH 10 East and bounded on the west by FM 1516 is released to Converse. The Phase 2 area is more particularly described in **EXHIBIT "A"**.

C. By November 30, 2020, provided that Converse has annexed or approved for annexation, i.e., approved by the Converse City Council in November but effective prior to December 31, 2020, the property described above as Phase 1 (595.3 acres) and Phase 2 (1225.2 acres), COSA will release the Phase 3 area containing approximately 925.26 acres (1.45 square miles) of its ETJ in an area generally bounded on the north by Crestway Road, on the east by the city limit line of Converse, on the south by Gibbs Sprawl Road and on the southwest and west by Eisenhower Road and Eagle Crest Boulevard along the City limit line of Windcrest. The Phase 3 area is more particularly described in **EXHIBIT "A"**.

D. By November 30, 2023, San Antonio to release Phase 4 Area containing approximately 1105.53 acres (1.73 square miles) of its ETJ in area generally bounded on the north by Gibbs Sprawl Road, on the east by the city limit line of Converse on the south by FM 1518, and on the west by Walzem Road, if Phase 3 Area has been annexed or approved for annexation (approved by the Converse City Council but effective prior to December 31, 2023). The Phase 4 area is more particularly described in Exhibit "A".

E. By November 30, 2026, San Antonio to release Phase 5 Area containing 2044.49 acres (3.19 square miles) of its ETJ in the area generally bounded on the north by the city limits line of San Antonio south of Gibbs Sprawl Road, on the east by Walzem Road, on the south by the city limits line of San Antonio near IH 10 East, and on the west by Martinez Creek, Woodlake Parkway, Golf Vista Blvd, Woodlake Trail, Redstone Manor and Sterling Manor, if Phase 4 Area has been annexed or approved for annexation (approved for annexation by the Converse City Council in November but effective prior to December 31, 2026). The Phase 5 area is more particularly described in **EXHIBIT "A"**.

F. By November 30, 2029, San Antonio to release Phase 6 Area containing 1774.3 acres (2.77 sq. miles) of its ETJ in the area generally bounded on the north by the city limits line of San Antonio along Seguin Road (FM 78), on the east by Martinez Creek, Woodlake Parkway, Golf Vista Blvd, Woodlake Trail, Redstone Manor and Sterling Manor, on the south by the city

limits line of San Antonio near IH 10 East, and on the west by North Foster Road, if Phase 5 Area has been annexed or approved for annexation (approved by the City of Converse City Council in November but effective prior to December 31, 2029). The Phase 6 area is more particularly described in **EXHIBIT "A"**.

Section 2. Converse Annexations.

A. By June 30, 2017 Converse shall complete the annexation of the Phase 1 Area of ETJ as authorized the TEXAS LOCAL GOVERNMENT CODE, Section 43.052(h)(1) for exempt properties and Section 43.052(h)(2) for voluntary annexations. See **EXHIBIT "A"**.

B. By November 30, 2017, Converse shall initiate annexation proceedings for the Phase 2 Area by placing the area within its Municipal Annexation Plan. See **EXHIBIT "A"**.

C. By December 31, 2020, Converse shall complete the annexation of the Phase 2 Area (approved by the Converse City Council in November but effective prior to December 31, 2020). See **EXHIBIT "A"**.

D. By November 30, 2020, Converse shall initiate annexation proceedings for the Phase 3 Area by placing the area within its Municipal Annexation Plan. See **EXHIBIT "A"**.

E. By December 31, 2023, Converse shall complete its annexation of the Phase 3 area. See **EXHIBIT "A"**.

F. By November 30, 2023, Converse shall initiate annexation proceedings for the Phase 4 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

G. By December 31, 2026, Converse shall complete the annexation of the Phase 4 Area.

H. By November 30, 2026, Converse shall initiate annexation proceedings of the Phase 5 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

I. By December 31, 2029, Converse shall complete the annexation of the Phase 5 Area.

J. By November 30, 2029, Converse shall initiate annexation proceedings for the Phase 6 Area (placing it within a 3 year Municipal Annexation Plan after release by San Antonio).

K. By December 31, 2032, Converse shall complete the annexation of the Phase 6 Area.

Section 3. Municipal Boundary Adjustment Schedule.

A. Year 1- By December 31, 2017, upon completion of Converse's annexation of the Phase 1 area and the inclusion of the Phase 2 area in the Converse Annexation Plan the Parties agree to make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See **EXHIBIT "A"**.

B. Year 2- By December 31, 2018, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See EXHIBIT "A".

C. Year 3- By December 31, 2019, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See EXHIBIT "A".

D. Year 4- By December 31, 2020, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area and a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area. See EXHIBIT "A".

E. Year 5- By December 31, 2021, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area, a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area and a 1000 foot municipal boundary adjustment in the IH 10 East area. See EXHIBIT "A".

F. Year 6- By December 31, 2022, the Parties will make a 1000 foot municipal boundary adjustment in the Gibbs Sprawl Road area, a 1000 foot municipal boundary adjustment in the Graytown Road/Loop 1604 area and a 1000 foot municipal boundary adjustment in the IH 10 East area. See EXHIBIT "A".

G. Year 7- By December 31, 2023, the Parties will make a 1000 foot municipal boundary adjustment in the North Hampton and Gibbs Sprawl Road area. See EXHIBIT "A".

H. Year 14- By December 31, 2030, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East area and a 1000 foot municipal boundary adjustment in the FM 78-Seguin Road area.

I. Year 15- By December 31, 2031, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East area.

J. Year 16- By December 31, 2033, the Parties will make a 1000 foot municipal boundary adjustment in the IH 10 East Area and a 1000 foot municipal boundary adjustment in the FM 78-Seguin Road area.

Section 4. Termination.

A. Upon initiation of annexation proceedings by Converse said proceedings will be diligently completed. In the event the Converse annexation schedule is not timely completed, this Agreement is subject to termination by either party, save and except the ETJ transfer of the Phase I Area.

B. In the event of a termination, the Parties agree that any and all previously released COSA ETJ area shall automatically revert back into the COSA ETJ, save and except the ETJ release of the Phase I Area.

C. If the terms of this Agreement are not completed on schedule by Converse, COSA may re-claim the previously transferred ETJ property upon filing a declaration of re-entry in the Official Deed Records of Bexar County, Texas, save and except the Phase 1 Area.

D. Further, if a Court rules that, for any reason, Converse cannot annex the land described in the annexation schedule describe above, the transferred ETJ shall automatically revert to COSA, save and except the Phase 1 Area.

E. In the event of a termination, the Parties agree that any and all property previously within the COSA city limits released by boundary adjustment shall automatically revert back into the COSA city limits, save and except the Phase 1 Area.

F. If not completed on schedule, COSA may re-claim the previously transferred property within the Converse city limits upon filing a declaration of re-entry in the Official Deed Records of Bexar County, Texas, save and except the Phase 1 Area.

G. In the event COSA fails to release any of its ETJ and/or fails to make any of the boundary adjustments described herein, all ETJ released and transferred to Converse shall remain part of Converse.

Section 5. Obligations of Converse. Upon the transfer of COSA ETJ into the ETJ of Converse for the purpose of annexation by Converse, Converse agrees that it shall:

A. Extend Converse's subdivision regulation to the newly acquired ETJ in accordance with its City Code of Ordinances.

B. Adopt COSA's right of way requirements within the jurisdiction of Converse for all of the arterial roadways designated in COSA's Major Thoroughfare Plan and the San Antonio Unified Development Code Section 35- 506.

C. Prohibit new billboards in the newly acquired ETJ except in accordance with Converse's City Code of Ordinances.

D. Apply land use and zoning requirements contained in the JBSA-Randolph Joint Land Use Study (July 2015) to the newly acquired ETJ.

E. Pay for 50% of the cost for all engineering work related to producing a boundary description (metes and bounds) of the territory to be released within 30 days of receipt of the invoice.

Section 6. Solid Waste Collection. COSA shall continue under a separate agreement with Bexar County to provide solid waste collection to the Camelot II neighborhood, and in good faith will pursue renewing the current Camelot II program and expanding the program to the Glen neighborhood until the Camelot II and Glen neighborhoods are annexed by Converse.

Section 7. Park. Converse shall operate and maintain the Northhampton Park and its improvements as a park, more particularly described in **EXHIBIT "B"**, until the bonds related to the park are retired, at which time the City Manager of COSA is hereby authorized to transfer ownership of the park to Converse.

Section 8. Severability. If for any reason, one or more paragraph of this Agreement is held invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs of the Agreement but shall be confined in its operation to the specific sections, clauses or parts that are held to be invalid and invalidity of any section, sentence, clause or parts shall not affect, impair or prejudice in any way, otherwise validity of this Agreement of any section, sentence, clause or parts shall not affect, impair or prejudice in any way the validity of this agreement in any instances. Should state annexation law change, both parties shall agree to amend this agreement to fulfill the goals and intent of said agreement.

Section 9. Intervening Law. In the event that the Texas Legislature enacts any law that effects annexation, extraterritorial jurisdiction, municipal boundary adjustments or other land controls and the new law has an adverse effect on the Parties' ability to perform their respective actions in this Agreement, the Parties agree to use best efforts to revise, amend or rewrite the Agreement to accomplish its stated goals.

Section 10. Notice. Any notice, request, demands, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or furnished or served if in writing and deposited in the United States mail, registered or certified, return receipt required, addressed to such party at the address set forth below or such other address as may be hereafter designated by either party by written notice to the other party.

IF TO THE CITY OF SAN ANTONIO:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78238-3966
Attn: _____
City Clerk

IF TO THE CITY OF CONVERSE

City of Converse
403 S. Seguin
Converse, Texas 78109
Attn: _____
City Secretary

Section 11. Applicable Law. This agreement shall be construed under and in accordance with laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas. Venue and jurisdiction for any legal action or proceeding brought or maintained directly or indirectly, under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

Section 12. Effective Date. This Agreement is effective upon the later date of approval by the City Council of COSA and the City Council of Converse.

In witness of which this agreement has been executed in duplicate.

SIGNATURES ON THE FOLLOWING PAGE

CITY OF CONVERSE:

By: Lanny S. Lambert
Title: Lanny S. Lambert, City Manager
Date: April 4, 2017



This instrument was acknowledged before me on April 4, 2017 by Lanny S. Lambert, City Manager of the City of Converse, a Texas Municipal Corporation, on behalf of said corporation,

Gloria Ann Villela Santillan
Notary Public, State of Texas
My Commission expires: 3-20-18

Al Suarez
M A Y O R
Al Suarez

ATTEST:

Holly A. Nagy
Holly A. Nagy, City Secretary

CITY OF SAN ANTONIO:

By: Peter Zanoni
Title: Peter Zanoni, Deputy City Manager
Date: April 4, 2017



This instrument was acknowledged before me on April 4, 2017 by Peter Zanoni, Deputy City Manager of the City of San Antonio, a Texas Municipal Corporation, on behalf of said corporation,

Gloria Ann Villela Santillan
Notary Public, State of Texas
My Commission expires: 3-20-18

Ivy R. Taylor
M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

L. Eric Frenzel
City Attorney