

**CITY OF SAN ANTONIO - CITY OF SCHERTZ**

**EXTRATERRITORIAL JURISDICTION AGREEMENT**

This Extraterritorial Jurisdiction Agreement is effective on the date set forth in Article V hereof (this "Agreement") and is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("San Antonio"), acting by and through its City Manager pursuant to Ordinance No. \_\_\_\_\_, and the City of Schertz, a Texas Municipal Corporation ("Schertz"), acting by and through its City Manager pursuant to Resolution No. 20-R-83.

**WITNESSETH:**

WHEREAS, Schertz has requested that San Antonio release from its extraterritorial jurisdiction an area of approximately 141.5 acres (the Subject Property described below) so that it may incorporate such area into the extraterritorial jurisdiction of Schertz; and

WHEREAS, San Antonio and Schertz each have all requisite municipal corporate power and authority to enter into an Agreement for performance of all of their relative obligations under such Agreement; and

WHEREAS, the execution and performance by City of this Agreement has been duly authorized by City Resolution, and except for the additional approval of the Owners, no consent or approval of any other person is required, including, without limitation, any governmental authority; and  
WHEREAS, incorporation of this area into the extraterritorial jurisdiction of Schertz would allow Schertz to annex the Subject Property; and

WHEREAS, both municipalities are desirous of entering into this Agreement to permit this arrangement;

**THE PARTIES AGREE AS FOLLOWS:**

**I. General Terms and Conditions**

- A. San Antonio releases from its extraterritorial jurisdiction and relinquishes control over an area containing approximately 141.5 acres of land located generally north of Lookout Road, generally south of FM 2252, generally east of Evans Road and generally west of Doerr Lane and more particularly described by metes and bounds and the map attached hereto as **Exhibit A** and incorporated herein for all purposes ("Subject Property"). San Antonio will take such further and additional action as Schertz may reasonably request to evidence the release of the Subject Property from its extraterritorial jurisdiction.
- B. Schertz will promptly incorporate the Subject Property into its extraterritorial jurisdiction.
- C. Upon bringing the Subject Property into its extraterritorial jurisdiction, Schertz agrees that it will do the following:

## Exhibit C - Draft ETJ Agreement

1. Extend a land use plan to the Subject Property compatible with the adjacent land in the City of Schertz, as per the City of Schertz Future Land Use Plan, a copy of which is attached hereto as **Exhibit B** and incorporated herein for all purposes, allowing for Industrial and Industrial, Technology and R and D;
2. Prohibit new billboards from being erected on the Subject Property except in accordance with the City's Unified Development Code (the "Schertz's UDC");
3. Extend Schertz's subdivision regulations to the Subject Property in accordance with the Schertz UDC;
4. Extend Schertz's tree ordinance to the Subject Property, which must protect existing significant and heritage trees, in accordance with Schertz's UDC;
5. Extend Schertz's landscape ordinance to the Subject Property, which must require planting of additional trees in new commercial and residential developments, in accordance with Schertz's UDC;
6. Initiate annexation proceedings as to the Subject Property within three (3) months of the effective date of this agreement and prosecute such proceedings diligently to conclusion;
7. Provide services and regulations to the Subject Property as required by Chapter 43 of the Texas Local Government Code; and
8. The City of Schertz will remit to the City of San Antonio 50% of sales, use, ad valorem taxes, and franchise fees collected by the City of Schertz for the Subject Property beginning upon the first effective date of annexation by the City of Schertz for a period of 30 years.

City of Schertz will calculate the city portion of sales taxes and pay such amounts to the City of San Antonio within 60 days of receipt by the City of Schertz. Such payments will be accompanied by all original information received by the City of Schertz with the collection of the taxes and a calculation of how the city's portion was split and will be submitted to the San Antonio Finance Department with a copy to the Director of the Department of Planning. The City of San Antonio will have the right to audit or to cause its outside auditors to audit, at the City of San Antonio's expense, the books and records of the City of Schertz to determine the City of Schertz's taxes from the Annexed Area.

9. Schertz will file for record a copy of this Agreement within the Subject Property affected by this Agreement in the Real Property Records of Comal County, Texas.

Exhibit C - Draft ETJ Agreement

D. This Agreement is void and the Subject Property will revert back to San Antonio's extraterritorial jurisdiction automatically, without action by either party, if Schertz fails to conclude the annexation proceedings by December 31, 2021 the City of San Antonio has the right to re-enter the Subject Property, taking it back into San Antonio's extraterritorial jurisdiction by filing a written declaration of re-entry in the Official Records of Real Property of Comal County, Texas.

II. SubjectSeverability

A. If for any reason, any one or more paragraphs of this Agreement is held invalid, such determination will not affect, impair, or invalidate the remaining paragraphs of this Agreement but will be confined in its operation to the specific sections, sentences, clauses, or parts of this Agreement held invalid, and invalidity of any section, sentence, clause, or parts will not affect, impair, or prejudice in any way the validity of the remainder of this Agreement in any instance.

B. This Agreement and the exhibits to this Agreement supersede any and all other prior or contemporaneous agreements, oral or written, among the parties with respect to the matters addressed in this Agreement.

III. Applicable Law

This Agreement will be construed in accordance with the laws of the State of Texas.

IV. Notices

Any notice, request, demand, report, certificate, or other instrument which may be required or permitted to be furnished to or served upon the parties will 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.

<b>IF TO THE CITY OF SAN ANTONIO:</b>	
<b>City of San Antonio Planning Department</b> Attn: Director P.O. Box 839966 San Antonio, Texas 78283-3966	
With a copy to:	

Exhibit C - Draft ETJ Agreement

**City of San Antonio**  
**Office of the City Attorney**  
Attn: City Attorney  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**Office of the City Clerk**  
Attn: City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**IF TO THE CITY OF SCHERTZ:**

**City of Schertz**  
1400 Schertz Parkway  
Schertz, Texas 78154  
Attn: City Manager

With a copy to:

**Denton Navarro Rocha Bernal & Zech**  
Attn: Dan Santee  
2517 North Main Avenue,  
San Antonio, Texas 78212

V. Effective Date

This Agreement is effective on the effective date of the later of the Ordinance of the City of San Antonio and the Resolution of the City of Schertz authorizing this Agreement, in each case as indicated by the date following the signature of each City Manager below.

*[Remainder of page intentionally left blank.]*

Exhibit C - Draft ETJ Agreement

IN WITNESS OF WHICH this Agreement has been executed in triplicate.

CITY OF SCHERTZ

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

Title: City Manager

Date: \_\_\_\_\_

STATE OF TEXAS §

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COUNTY OF GUADALUPE §

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, by Mark Browne, City Manager of the City of Schertz, a Texas municipal corporation, on behalf of said corporation.

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

My Commission expires: \_\_\_\_\_

Exhibit C - Draft ETJ Agreement

CITY OF SAN ANTONIO

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

Attest: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

STATE OF TEXAS

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COUNTY OF BEXAR

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This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, City Manager of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

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

My Commission expires: \_\_\_\_\_