

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2021-17**

AN ORDINANCE ANNEXING AN APPROXIMATE 5.556 ACRE TRACT OF LAND, SAID TRACT OUT OF THE JAMES H. COCKE SURVEY NO. 144, ABSTRACT NO. 95; THE THOMAS L. WADDELL SURVEY NO. 145, ABSTRACT NO. 354; AND A PORTION THAT EXISTS AS PART OF LEHMANN DR. N., A KERR COUNTY ROAD; INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SAID TRACT BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS, KERR COUNTY, TEXAS; AND MORE COMMONLY KNOWN AS 160 AND 170 LEHMANN DRIVE; FURTHER DESCRIBING THE PROPERTY TO BE ANNEXED; ADOPTING A SERVICE AGREEMENT FOR THE PROPERTY ANNEXED; AND ESTABLISHING THE ZONING FOR THE PROPERTY ANNEXED

WHEREAS, the owner of land has requested annexation by the City of Kerrville, Texas ("City"), pursuant to Local Government Code Section 43.0671; and

WHEREAS, the land to be annexed is a 5.556-acre tract of land, as more specifically described below; and

WHEREAS, all of the hereinafter-described property lies within the extraterritorial jurisdiction of the City; and

WHEREAS, in conjunction with the approval of this Ordinance, City Council also approves a service agreement for the property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, a portion of the land to be annexed exists as Lehmann Drive, a road and corresponding right-of-way of Kerr County, Texas, which per Section 43.1055 of the Texas Local Government Code, the City may annex on request of the governing body of the political subdivision that maintains the road or right-of-way, which the City has received from Kerr County pursuant to its order; and

WHEREAS, per Section 43.106 of the Texas Local Government Code, a city that proposes to annex any portion of a county road or territory that abuts a county road must also annex the entire width of the county road and the adjacent right-of-way on both sides of the county road; and

WHEREAS, Section 60-37 of the City's Zoning Code creates procedures for initial zoning of newly annexed areas; and

WHEREAS, having provided all required public notices, held all required public hearings at which persons with an interest in the matter were provided an opportunity to be heard, and complying with other requirements in Section 43.0673 of the Texas Local Government Code, City Council finds it to be in the public interest to adopt this Ordinance annexing the subject property, to approve a service agreement as required by state law, and to establish zoning regulations for the property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. FINDINGS. City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

SECTION TWO. ANNEXATION. The property described and depicted in **Exhibit A** (the "Property") is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION THREE. City Council authorizes and directs the City Manager, or designee, to amend the City's official boundary map in accordance with the annexation taken in Section Two.

SECTION FOUR. PETITION FOR ANNEXATION. The petition for annexation concerning the Property is attached as **Exhibit B** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property. In addition and pursuant to Section 43.1055 of the Texas Local Government Code, Kerr County has consented to the annexation of Lehmann Drive, pursuant to its order found at **Exhibit C**, and such area as depicted on the map found at **Exhibit A**.

SECTION FIVE. AGREEMENT REGARDING SERVICES. Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Service Agreement (the "Agreement") with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit D** and by this reference is incorporated into it. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the

schedule set forth therein, such services making up the City's full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

SECTION SIX. Zoning. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City's Zoning Code, the Property will be zoned as a Multifamily Residential (R-3) Zoning District, which will allow the Property to be used in ways consistent with those land uses specified in that district, and subject to change.

SECTION SEVEN. CUMULATIVE CLAUSE. The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION EIGHT. SEVERABILITY CLAUSE. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION NINE. PENALTY. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION TEN. PUBLICATION OF ORDINANCE. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION ELEVEN. POST ANNEXATION ACTIONS. The City Manager or designee shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

PASSED AND APPROVED ON FIRST READING, this the 13
day of July A.D., 2021.

27 PASSED AND APPROVED ON SECOND READING, this the
day of July A.D., 2021.


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:


Shelley McElhannon, City Secretary

FIELD NOTES FOR A 5.556 ACRE TRACT OF LAND
(ANNEXATION)

BEING A 5.556 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN KERR COUNTY, TEXAS, BEING APPROXIMATELY 3.30 ACRES OUT OF THE JAMES H. COCKE SURVEY NO. 144, ABSTRACT NO. 95, AND APPROXIMATELY 1.46 ACRES OUT OF THE THOMAS L. WADDEL SURVEY NO. 145, ABSTRACT NO. 354; SAID 5.556 ACRE TRACT OF LAND BEING ALL OF A CALLED 4.75 ACRE TRACT, CONVEYED TO OPG RIDGEHILL PARTNERS, LLC., RECORDED IN DOCUMENT NO. 20-09852, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND A PORTION OF LEHMANN DRIVE RIGHT-OF-WAY, RECORDED IN Volume 1642, PAGE 806, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, SAID 5.556 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Note: all bearings based on the Texas State Plane Coordinate System, South Central Zone 4204 (North American Datum of 1983, 2011 Adjustment);

BEGINNING at a 1-inch iron pipe found in the southwest right-of-way line of Lehmann Drive (50-foot wide right-of-way, no record found) marking the east corner of the herein described 4.76 acre tract of land and the north corner of a called 0.65 acre tract conveyed to Rocky Rhodes by General Warranty Deed recorded in Document No. 16-04816, of the Official Public Records of Kerr County, Texas (OPRKC), said point having coordinates of Northing: 13925658.34, Easting: 1921654.91 (USFT);

THENCE S 21°21'50" W, departing the southwest right-of-way line of Lehmann Drive, with the northwest line of the called 0.65 acre tract for a distance of **257.45 feet** (S 21°17'32" W, 257.28 feet) to a 1/2-inch iron rod found marking the southeast corner of the herein described tract, said point being at the west corner of the called 0.65 acre tract and being an angle point in the north line of a called 2.07 acre tract conveyed to Thomas M. Myers by Warranty Deed with Vendor's Lien recorded in Volume 1525, Page 577, OPRKC;

THENCE N 76°56'27" W, departing the northwest line of the called 0.65 acre tract, with the north line of the called 2.07 acre tract for a distance of **97.09 feet** (N 76°58'52" W, 97.13 feet) to a 1-inch iron pipe found marking a point for angle in the southwest line of the herein described tract, said point being at the north corner of the called 2.07 acre tract and being the east corner of a called 0.70 acre tract conveyed to Thomas M. Myers, Trustee, by Warranty Deed recorded in Volume 1520, Page 814, OPRKC;

THENCE N 76°49'48" W, with the north line of the called 0.70 acre tract for a distance of **130.57 feet** (N 76°52'14" W, 130.45 feet) to a 5/8-inch iron rod marking a point for angle in the southwest line of the herein described tract of land, said point being at the north corner of the called 0.70 acre tract and the east corner of a called 0.76 acre tract conveyed to Crittenden Investment Partnership by Warranty Deed recorded in Volume 964, Page 564, of the Real Property Records of Kerr County, Texas (RPRKC);

THENCE N 66°47'14" W, with the north line of the called 0.76 acre tract for a distance of **164.28 feet** (N 66°51'02" W, 164.19 feet) to a 1/2-inch iron rod found marking a point for angle in the southwest line of the herein described tract, said point being at the north corner of the called 0.76 acre tract and the east corner of a called 1.07 acre tract conveyed to Tango Homes, LLC., by Warranty Deed with Vendor's Lien recorded in Document No. 18-05869, OPRKC;

THENCE N 46°00'00" W, with the northeast line of the called 1.07 acre tract, passing at 147.96 feet the north corner of the called 1.07 acre tract and the east corner of a called 0.9997 acre tract conveyed to Billy Charles Mikeska by General Warranty Deed recorded in Volume 1107, Page 0001, RPRKC, continuing with the northeast line of the 0.9997 acre tract for a total distance of **299.41 feet** (N 46°05'55" W, 299.47 feet) to a 1-inch iron pipe found marking the west corner of the herein described tract, said point being the north corner of the called 0.9997 acre tract and a point for angle in the southeast line of a called 9.24 acre tract conveyed to David A. Lehmann and Wendy E. Lehmann by General Warranty Deed recorded in Volume 1099, Page 261, RPRKC;

THENCE N 51°21'09" E, with the southeast line of the called 9.24 acre tract for a distance of **105.72 feet** (N 51°16'44" E, 105.66 feet) to a 1/2-inch iron rod found marking a point for angle in the northwest line of the herein described tract, said point being a point for angle in the southeast line of the called 9.24 acre tract;

THENCE N 37°10'01" E, continuing with southeast line of the called 9.24 acre tract for a distance of **237.95 feet** (N 37°05'36" E, 237.74 feet) to a 1/2-inch iron rod with cap stamped "Voelkel" found for the north corner of the herein described tract, said point being the east corner of the called 9.24 acre tract and being the southwest line of said Lehmann Drive;

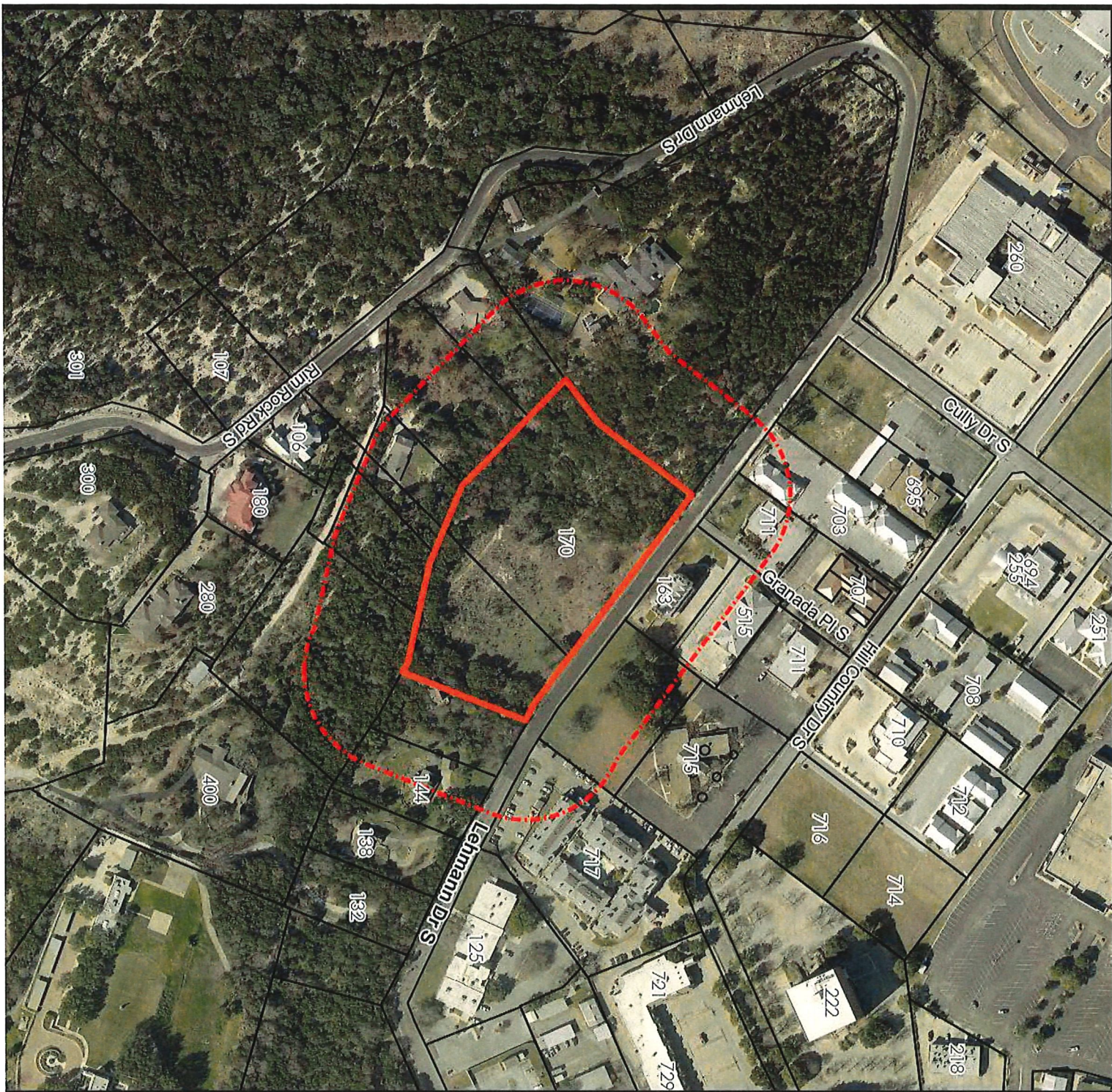
THENCE N 37°10'01" E, over and across Lehmann Drive, for a distance of 50.00' to a calculated point for corner in the northeast line of Lehmann Drive;

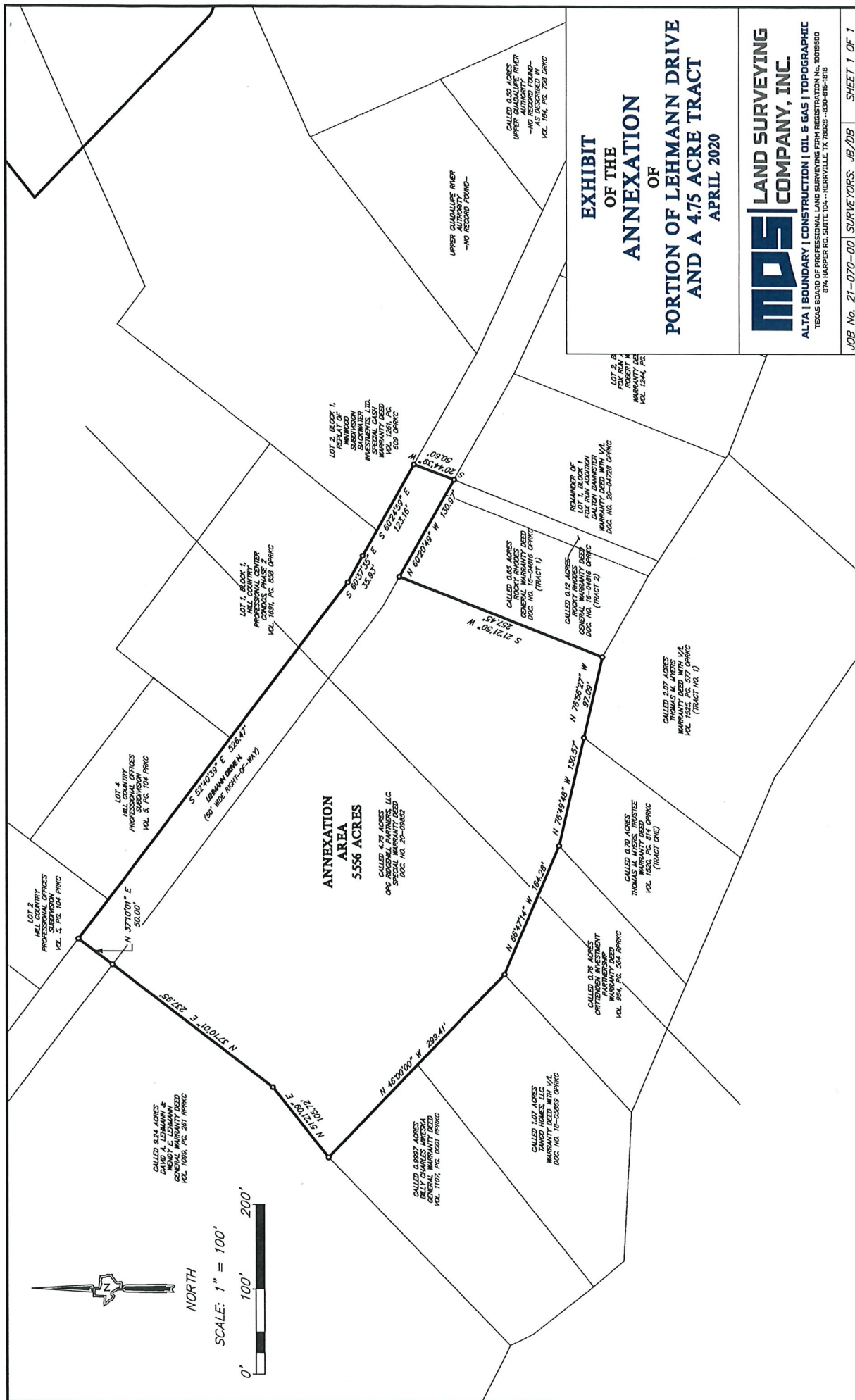
THENCE with the northeast line of Lehmann Drive, the following courses and distances:

- S 52°40'39" E, for a distance of 526.47' to a calculated point for angle;
- S 60°37'35" E, for a distance of 35.93' to a calculated point for angle;
- S 60°24'59" E, for a distance of 123.16' to a calculated point for corner;

THENCE S 20°44'39" W, departing the northeast line of Lehmann Drive, over and across Lehmann Drive, for a distance of 50.60' to a calculated point for corner in the southwest line of Lehmann Drive;

THENCE N 60°20'49" W, with the southwest line of Lehmann Drive, for a distance of 130.97' to the **POINT OF BEGINNING, CONTAINING 5.556 ACRES** of land, more or less, in Kerr County, Texas.





K:\Projects\21-070-00 JOR 4.75 Acre ALTA\Survey\1-Drawing Files\6-Exhibits\21-070-00 QTY ANNEXATION.dwg Apr 23, 2021 - 9:18am Dylan Buysse

EXHIBIT B

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF Kennille, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Kennille, Texas, the following described territory, to wit:

BEING A 5.556 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN KERR COUNTY, TEXAS, BEING APPROXIMATELY 3.30 ACRES OUT OF THE JAMES H. COCKE SURVEY NO. 144, ABSTRACT NO. 95, AND APPROXIMATELY 1.46 ACRES OUT OF THE THOMAS L. WADDEL SURVEY NO. 145, ABSTRACT NO. 354; SAID 5.556 ACRE TRACT OF LAND BEING ALL OF A CALLED 4.75 ACRE TRACT, CONVEYED TO OPG RIDGEHILL PARTNERS, LLC., RECORDED IN DOCUMENT NO. 20-09852, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND A PORTION OF LEHMANN DRIVE RIGHT-OF-WAY, RECORDED IN Volume 1642, PAGE 806, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, SAID 5.556 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1-inch iron pipe found in the southwest right-of-way line of Lehmann Drive (50-foot wide right-of-way, no record found) marking the east corner of the herein described 4.76 acre tract of land and the north corner of a called 0.65 acre tract conveyed to Rocky Rhodes by General Warranty Deed recorded in Document No. 16-04816, of the Official Public Records of Kerr County, Texas (OPRKC), said point having coordinates of Northing: 13925658.34, Easting: 1921654.91 (USFT);

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north corner of the called 0.70 acre tract and the east corner of a called 0.76 acre tract conveyed to Crittenden Investment Partnership by Warranty Deed recorded in Volume 964, Page 564, of the Real Property Records of Kerr County, Texas (RPRKC);

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THENCE S 20°44'39" W, departing the northeast line of Lehmann Drive, over and across Lehmann Drive, for a distance of **50.60'** to a calculated point for corner in the southwest line of Lehmann Drive;

THENCE N 60°20'49" W, with the southwest line of Lehmann Drive, for a distance of 130.97' to the POINT OF BEGINNING, CONTAINING 5.556 ACRES of land, more or less, in Kerr County, Texas.

We certify that the above described tract of land is contiguous and adjacent to the City of Kennett, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: _____

Signed: _____

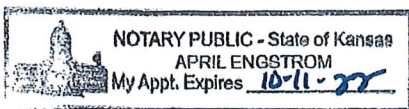
Signed: _____

THE STATE OF ~~TEXAS~~ Kansas

COUNTY OF Johnson

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Gilliam, _____, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20 day of April, 2021.



April Engstrom
Notary Public in and for
Johnson County, Texas. Kansas



EXHIBIT B
ANNEXATION SERVICE PLAN

- I. INTRODUCTION:** This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.
- II. UNIFORM LEVEL OF SERVICES:** The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.
- III. SPECIFIC FINDINGS:** City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexation area both adequate to serve the annexation area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexation area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately applicable to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Police Protection	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain any existing public roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows:	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.</p> <p>2. Routine maintenance of public streets and rights-of-way performed within the City.</p> <p>3. Street sweeping services may occur based upon need and funding.</p> <p>4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.</p>	
Solid Waste Collection	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Traffic Engineering	Traffic control devices and street markers shall be installed on public roads and streets where deemed necessary by the City street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexation area. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexation area. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation

EXHIBIT C

ORDER NO. 38707
ITEM 1.21

CONSENT TO ANNEXATION

Came to be heard this the 10th day of May, 2021, with a motion made by Commissioner Belew, seconded by Commissioner Harris, the Court unanimously approved by a vote of 5-0-0 to consent to an annexation request of 5.556 acres and relinquishing maintenance for a portion of Lehmann Drive into the City of Kerrville.

APPROVE CONSENTING TO AN ANNEXATION REQUEST OF 5.556 ACRES AND RELINQUISHING MAINTENANCE FOR A PORTION OF LEHMANN DRIVE INTO THE CITY OF KERRVILLE.

EXHIBIT D
(to Ord. No. 2021-17, Annexation/Zoning)

[NOTE: Ex. A referenced below is the same document as Ex. A attached to Ord. No. 2021-17 and thus, is not included here.]

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is entered into between the **CITY OF KERRVILLE, TX**, a Texas Home-Rule Municipal Corporation (the "City") and **OPG RIDGEHILL PARTNERS, LLC** (the "Owner"). The City and the Owner are collectively referred to as the Parties.

WHEREAS, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

WHEREAS, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

WHEREAS, City and Owner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

WHEREAS, it is found that the statutory requirements have been satisfied and City is authorized by *Chapter 43, Tex. Loc. Gov't. Code*, to annex the Subject Property into the City;

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

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Services. City will provide the services listed and specified in **Exhibit B**, attached hereto and incorporated herein, for the Subject Property on the effective date of annexation of the Subject Property.

Section 3. Owner's Obligations. Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed,

ORDINANCE 2021-17

any building or structure on the Subject Property or portion thereof until City has obtained authorization.

Section 4. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and this Agreement shall be recorded in the Official Public Records of Kerr County, Texas. Owner and City acknowledge and agree that this Agreement is binding upon City and Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

Section 10. Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Kerr County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

EXECUTED this ____ day of _____, 2021.

OPG RIDGEHILL
PARTNERS, LLC

(printed name),
(title)

STATE OF KANSAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, the _____, of OPG RIDGEHILL PARTNERS, LLC.

Notary Public, State of Texas

CITY OF KERRVILLE, TX

E.A. Hoppe, City Manager

This instrument was acknowledged before me on the ____ day of _____, 2021, by E.A. Hoppe, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

Upon Recording, Return to:
City of Kerrville, Texas
City Secretary
City Hall, 701 Main Street
Kerrville, Texas 78028

The Kerrville

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TERS RELATING TO THE SUBJECT

CITY OF KERRVILLE, TEXAS ORDINANCE NO. 2021-17

AN ORDINANCE ANNEXING AN APPROXIMATE 5.556 ACRE TRACT OF LAND, SAID TRACT OUT OF THE JAMES H. COCKE SURVEY NO. 144, ABSTRACT NO. 95; THE THOMAS L. MADDELL SURVEY NO. 145, ABSTRACT NO. 154; AND A PORTION THAT EXISTS AS PART OF LEHMANN DR. N., A KERR COUNTY ROAD; INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SAID TRACT BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS, KERR COUNTY, TEXAS; AND MORE COMMONLY KNOWN AS 160 AND 170 LEHMANN DRIVE; FURTHER DESCRIBING THE PROPERTY TO BE ANNEXED; ADOPTING A SERVICE AGREEMENT FOR THE PROPERTY ANNEXED; AND ESTABLISHING THE ZONING FOR THE PROPERTY ANNEXED

PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS IN THE CITY OF KERRVILLE, TEXAS THAT A PUBLIC HEARING WILL BE HELD BY THE CITY OF KERRVILLE'S BUILDING BOARD OF ADJUSTMENT AND APPEALS ON WEDNESDAY, AUGUST 11, 2021, AT 4:00 P.M. IN THE CITY COUNCIL CHAMBERS OF KERRVILLE CITY HALL LOCATED AT 701 MAIN STREET, KERRVILLE, TEXAS 78028 FOR THE PURPOSE OF DECIDING WHETHER THE PROPERTY AND THE BUILDINGS ON THE PROPERTY LOCATED AT 712

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collaboratively
with other
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achieve goals
through
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service, and
oversight of
department
personnel.

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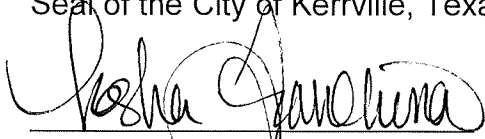
**ORDINANCE
2021-17**

STATE OF TEXAS

COUNTY OF KERR

I, Kesha Franchina, hereby certify that I am the Deputy City Secretary of the City of Kerrville, Kerr County, Texas, and that the minutes, resolutions, ordinances, regulations, codes, and laws of the City of Kerrville are kept under my custody and control, and that the attached is a true and correct copy of Ordinance No. 2021-17 as the original appears on file in the Office of the City Secretary, City of Kerrville, Texas.

In Testimony Whereof, I have hereunto set my hand and seal and affixed the official Seal of the City of Kerrville, Texas, this the 2nd day of August, 2021.



Kesha Franchina
Deputy City Secretary
City of Kerrville, Texas
701 Main Street
Kerrville, Texas 78028



ORDINANCE 2021-17

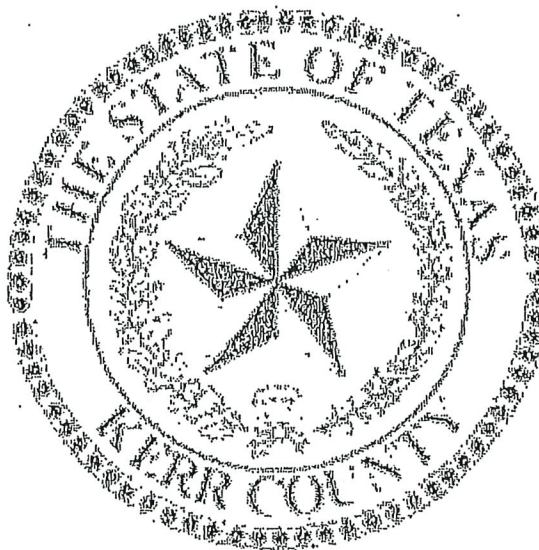
FILE AND RETURN TO:

✓ KESHA FRANCHINA

701 Main STREET

KERRVILLE, TX 78028

830 358-1118



Complete this form and return to:

Kerr County Clerk

Attn: Land Records

700 Main Street, RM 122

Kerrville, TX 78028

INCLUDE THIS FORM WITH YOUR RECORDS AND PAYMENT.

Call us with questions: 830-792-2255.



FILED AND RECORDED
At 2:13 o'clock P M
STATE OF TEXAS
COUNTY OF KERR

August 2, 2021

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.

Jackie Dowdy County Clerk

Ana Keller Deputy

ORDINANCE 2021-17

**All Transactions Approved**

Bureau: 8088171 - Kerr County, TX Clerk

Invoice Item	Amount	Quantity	Conv. Fee	Result
Court Fees and Fines: Payment ID: 100225399956 Recordings	\$151.00	1	\$4.30	Approved
Total Amounts + All Fees:	\$155.30			

BILLING INFORMATION

Payment will be billed to:

KESHA FRANCHINA

Card ending in ...0300 (Visa)

Processed at 08/02/2021 2:32:53 PM CDT

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Official Receipt (Original) Printed on 08/02/2021 at 2:32 pm

Jackie Dowdy
Kerr County Clerk
700 Main St., Rm 122
Kerrville, TX 78028



Receipt Number : 144910
Date Paid : 8/2/2021 2:31:59PM
User: Ana

Payment No:141265

Paid Amount:151.00

Payment Type:Credit Card Payment

Credit Card No :0300

Cost Code	Type	Amount Owed	Amount Paid	Balance Owed
<u>Instrument : Daily Non Cases Fees</u>		Inst Type:	Book:	Page:
COURT HOUSE SECURITY	CL	1.00	1.00	0.00
COPIES	CL	2.00	2.00	0.00
RECORDS ARCHIVAL	CL	10.00	10.00	0.00
RECORDS MANAGEMENT	CL	10.00	10.00	0.00
REC FEE - PLATS/SMALL	CL	35.00	35.00	0.00
RECORDING FEE	CL	93.00	93.00	0.00
Totals		151.00	151.00	0.00

Paid By : KESHA FRANCHINA FOR THE CITY OF KERRVILL

Payment Remarks : 21-06791: ORDN; 2:13PM
COPIES

Original Balance : 151.00
Amount Paid : 151.00
Amount Applied : 151.00
Amount Unapplied 0.00

ORDINANCE 2021-17