



AGENDA

**PLANNING & ZONING COMMISSION REGULAR MEETING
THURSDAY, JANUARY 20, 2022 AT 5:30 P.M.
COUNCIL CHAMBERS, CITY HALL BUILDING
100 SOUTH MONROE STREET, EAGLE PASS, MAVERICK COUNTY, TEXAS**

ESTABLISHMENT OF QUORUM

CITIZENS COMMUNICATIONS AND RECOGNITIONS

1. Presentation of Recognition:

- Recognition of Mr. Enrique Montalvo, Jr., for completing the full term of service with the Planning and Zoning Commission.
- Recognition of Mr. Mario Escobar, for completing the full term of service with Planning and Zoning Commission.

PUBLIC HEARING(S)

2. Public hearing on the proposed request submitted by Terra Tech Engineering & Construction Services on behalf of MVN Enterprises, LLC for the annexation of the proposed Santa Maria Estates Subdivision, Unit 1, which consists of approximately 7.72 acres of land lying and situated in Maverick County, Texas out of Survey 3, Abstract 1007, and Survey 6, Abstract 1110, said 7.72-acre tract, being portion of a 32.884 Acre Tract, conveyed from Maverick County Investments, LTD., to MVN Enterprises, LLC, by deed record Book 1664, page 158 of Official Public Records of Maverick County and on the south city limits line; closing of public hearing and possible action
3. Public hearing on the proposed establishment of permanent zoning classification and master plan designation on the annexation of the land known as Santa Maria Estates Subdivision Unit 1, being approximately 7.72 acres of land lying and situated in Maverick County, Texas, out of Survey 3, Abstract 1007, and Survey 6, Abstract 1110, said 7.72-acre tract, being portion of a 32.884 Acre Tract, conveyed from Maverick County Investments, LTD., to MVN Enterprises, LLC, by deed record Book 1664, page 158 of Official Public Records of Maverick County and on the south city limits line; closing of public hearing and possible action.

ADJOURNMENT

NOTE: The Commission reserves the right to consider business out of the posted agenda order and reserves the right to adjourn into executive session to discuss an item(s) not listed as an executive session on the posted agenda but which qualifies to be discussed in closed session pursuant to Texas Government Code Chapter 551.

CERTIFICATION

I, THE UNDERSIGNED PLANNING DIRECTOR, do hereby certify that the agenda mentioned above was posted on the Bulletin Board located in the Lobby at City Hall, 100 S. Monroe Street, Eagle Pass, Texas on January 17, 2022 at 2:00 p.m.

Maribel Rodriguez
for Placido C. Madera
Planning Director



Planning Department Executive Summary **REPORT TO THE PLANNING AND ZONING COMMISSION**

Voluntary Annexation and Permanent Zoning of the Santa Maria Estates Subdivision Unit 1

I. BACKGROUND

A. General Information

Applicant: TEC Services
3292 El Indio Hwy
Eagle Pass, Tx 78852

Property Owner(s): MVN Enterprises, LLC
2205 Zacatecas Drive
Eagle Pass, Tx 78852

Location: Legacy Boulevard adjacent to Legacy Villas Apartments and Latigo Apartments

Legal Description: Being an 7.72 acres tract of land lying and situated in Maverick County Texas, out of Survey 3, Abstract 1007, and Survey 6, Abstract 1110, said 7.72 acre tract being portion of that 32.884 acre tract, conveyed from Maverick County Investments, LTD, to MVN Enterprises, LLC, by deed record book 1664, page 158 of the Official Public Records of Maverick County.

Property ID Number: 82295

Request: Voluntary annexation and establishment of the permanent zoning for the approximately 7.72-acre tract proposed as part of the *Santa Maria Estates Subdivision Unit 1* as *R-2 Second One-Family Dwelling District*.

B. Vicinity Data

The site is located south of the Latigo Apartments and Legacy Villas off Legacy Boulevard, and north of 57 Heights Subdivision.

C. Infrastructure

The property is currently served by public utilities/franchises, including water, sanitary sewer, storm sewer, telephone, cable, electric service, and garbage service.

Access to the site is provided by Legacy Boulevard off Spur 16.

II. RECOMMENDED FINDINGS OF FACT

A. Conclusions

1. The applicant's request contains sufficient information for consideration by the Planning and Zoning Commission. Information contained in this report and the Commission's public meeting will be used as part of the City Council's deliberation process for establishment of the permanent zoning of *Terra Verde Estates Subdivision Unit 2* as proposed in the voluntary annexation petition. Please refer to Attachment 1 for a copy of the voluntary annexation petition(s).
2. The annexation petition is consistent with the land use development goals of the *City of Eagle Pass Master Plan*. The request will allow for a continuation of development

in the community while retaining the community's character and scale. The change will facilitate the ultimate development of urban uses in a compatible arrangement that will make the community attractive to both residents and visitors as desirable to quality investments, while improving the business and commercial environment of the city. Please refer to Attachment 2 for a copy of the *City of Eagle Pass Master Plan Map*.

The annexation of the tract will allow for the highest and best use of the residential-zoned properties located adjacent to a highly travelled state route, being Spur 16.

3. The placement of a *Master Plan* designation of 'Residential' and a zoning district of '*R-2 Second One-Family Dwelling District*' designation will be compatible with the designation of properties located in the vicinity of the site. The proposed Residential *Master Plan* and *Zoning Code* designations will ensure a compatibility of uses.
4. The subsequent development of the annexation tract will be subject to both state and city transportation system requirements, which insures conformance with the direction provided by the *Master Plan's* 'Street Objectives', 'Thoroughfare Goals', and 'Thoroughfares Objectives'.
5. The subsequent development of the site will include a requirement to provide on-site drainage facilities consistent with the *City of Eagle Pass Public Works Department Construction Specifications Manual*, which will ensure conformance with the direction provided in the *Master Plan's* 'Storm Drainage Goals' and 'Storm Drainage Objectives'.
6. The voluntary annexation petition is consistent with both the goals and objectives of the *Master Plan* and the purpose of the *Zoning Code*. As a result, the annexation petition should be granted through the adoption of an Ordinance by the City Council.

B. Planning Department Recommendation

The Planning and Zoning Commission recommend that City Council **ADOPT** an Ordinance for the voluntary annexation and establishment of the permanent zoning for the approximately 7.72-acre tract proposed as part of the *Santa Maria Estates Subdivision Unit 1* as *R-2 Second One-Family Dwelling District*, with said Ordinance incorporating the following actions:

1. Amend the corporate boundary map for the City of Eagle Pass to include property legally described as mentioned in page 1 of this report.
2. Amend the City of Eagle Pass Master Plan Map to reflect a 'Residential' land use designation for the tract.
3. Amend the City of Eagle Pass Zoning District Map to reflect a *R-2 Second One-Family Dwelling District* designation for the tract.
4. Prepare a Service Plan which details the capability to provide city services to the tract.

TRANSMITTED to the parties listed hereafter:

TEC Services via e-mail

Planning and Zoning Commission via e-mail

Eagle Pass Planning Department Report dated January 12, 2022

Attachment 1 Application



PLANNING DEPARTMENT

3295 Bob Rogers Drive, Eagle Pass, TX 78852 • Telephone: (830) 773-7781 • Fax: (830) 773-7803
www.eaglepasstx.us • planning@eaglepasstx.us

APPLICATION FOR VOLUNTARY ANNEXATION

Applicant Information

Applicant (If not owner): TerraTech Engineering and Construction Services
Address: 3292 El Indio Hwy, Eagle Pass, TX 78852
Phone: 830-773-0579 E-mail: ajlibson@terratechengineering.com
Owner: MVN Enterprises LLC
Address: 2205 Zacatecas Dr., Eagle Pass, TX 78852
Phone: 830-968-6268 E-mail: morrislj@sbcglobal.net

Property Information

Site Address: Off Legacy Blvd. MCAD Property ID No. 82295
Legal Description (from deed): Being a 7.72 acre tract out of survey 3, Abstract 1007, and survey 6, Abstract 1110
Acreage: 7.72 Acres
Existing Land Use: Vacant
Proposed Land Use: Residential
Existing Zoning: None
Proposed Zoning: R2- Second One-Family Dwelling District

Required Application Attachments

The following documentation is required to be attached to this application:

- ☐ Letter signed by the property owner, requesting annexation.
- ☐ A warranty deed or other legal document demonstrating current ownership.
- ☐ A \$100 check made out to the "City of Eagle Pass".
- ☐ Twelve (12) signed and sealed surveyor's drawings (1' to 100")
 - a) Drawings must be full size (24" x 36") prints, showing the current city limits and labeled within one year of the application submittal date.
- ☐ One reduced copy (8.5" x 11") of the sealed surveyor's drawing.
- ☐ Signed and sealed metes and bounds from surveyor.

RECEIVED
12/28/2021
llc

STATEMENT OF OWNER / APPLICANT

I, the undersigned, hereby certify that: (1) I am the owner the land subject to this request for annexation; (2) I authorize TerraTech Engineering & Construction Services to act as my agent for all documents pertaining to this annexation application; (3) the information contained in this annexation application or accompanying information is true and correct; (4) I will advise the City in writing of any inaccurate, misleading or false statements in the annexation application or accompanying information; and (5) the City will be advised in writing of any change in ownership of the property that is the subject of this annexation application provided the change of ownership occurs prior to the recording of the final approved annexation plan, if any.


Owner / Applicant Signature

12/21/2021
Date

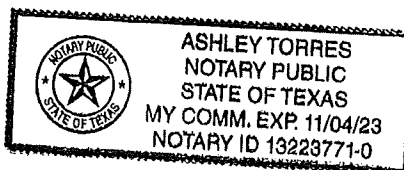
STATE OF TEXAS §

COUNTY OF MAVERICK §

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared Morris Libson (Name), Owner (Title), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the 21st day of December, 2021.


Notary Public, State of Texas





Annexation Request

This document serves as written legal notice by MVN Enterprises, LLC, property owner of 7.72 acres located in Eagle Pass, TX, Maverick County, as shown in the submitted annexation drawings, that they intend to proceed to voluntarily annex and incorporate this area of land into the Eagle Pass City Limits, as described by metes and bounds in the accompanying surveyor's drawing.

A handwritten signature in black ink, appearing to read "Morris J. Libson", is written over a horizontal line.

Date: 12/21/2021

Morris J. Libson

Owner of MVN Enterprises, LLC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED
(with Vendor's Lien)**

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MAVERICK COUNTY

§

THAT THE UNDERSIGNED, **MAVERICK COUNTY INVESTMENTS, LTD.**, a Texas limited partnership hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to the undersigned in hand paid to Grantor by **MVN ENTERPRISES, LLC**, hereinafter called Grantee, whether one or more, whose mailing address is 2205 Zacatecas, Eagle Pass, TX 78852, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of one certain promissory note herewith in the principal sum of **FIVE HUNDRED NINETY-TWO THOUSAND TWO HUNDRES and no/100 (\$592,200.00)**, payable to the order of **INTERNATIONAL BANK OF COMMERCIE**, whose mailing address is 395 Main Street, Eagle Pass, Texas 78852, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust to **HECTOR J. CERNA**, Trustee, has **GRANTED, SOLD and CONVEYED**, and by these presents does hereby **GRANT, SELL and CONVEY** unto Grantee, subject to the reservation set forth herein, the Surface only of the real property described as follows:

Being a 32.884 Acre Tract, out of Survey 3, Abstract 1007, Survey 6, Abstract 1110, Survey 5, Abstract 1030, in Maverick County, Texas; said 32.884 Acre Tract being the same land described by metes and bounds in that certain Exchange Warranty Deed by the Jack Robert Chittim Trust, et al to Maverick County Investments, Ltd., recorded in Volume 690, Page 13, Official Public Records, Maverick County, Texas; reference being here made to said deed and the record thereof for a further description of said land and for all purposes.

The Grantor hereby reserves all of the mineral estates owned by Grantor or in which Grantor owns an interest, including all oil, gas and all other hydrocarbons as well as all other minerals in or under the Property, any and all royalty under any existing or future lease covering any part of the Property, Surface rights (including rights of ingress and egress), production and drilling rights, lease payments and all related benefits.

This conveyance is made subject to the following Reservations: (a) all encumbrances and matters affecting title filed of record as well as all standby fees, taxes and assessments by any taxing authority for the current year, and subsequent years, and subsequent taxes and

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED (with Vendor's Lien)

THE STATE OF TEXAS §
COUNTY OF MAVERICK COUNTY §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, **MAVERICK COUNTY INVESTMENTS, LTD.**, a Texas limited partnership hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to the undersigned in hand paid to Grantor by **MVN ENTERPRISES, LLC**, hereinafter called Grantee, whether one or more, whose mailing address is 2205 Zacatecas, Eagle Pass, TX 78852, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee of one certain promissory note herewith in the principal sum of **FIVE HUNDRED NINETY-TWO THOUSAND TWO HUNDRES and no/100 (\$592,200.00)**, payable to the order of **INTERNATIONAL BANK OF COMMERCIE**, whose mailing address is 395 Main Street, Eagle Pass, Texas 78852, as therein specified, providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust to **HECTOR J. CERNA**, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, subject to the reservation set forth herein, the Surface only of the real property described as follows:

Being a 32.884 Acre Tract, out of Survey 3, Abstract 1007, Survey 6, Abstract 1110, Survey 5, Abstract 1030, in Maverick County, Texas; said 32.884 Acre Tract being the same land described by metes and bounds in that certain Exchange Warranty Deed by the Jack Robert Chittim Trust, et al to Maverick County Investments, Ltd., recorded in Volume 690, Page 13, Official Public Records, Maverick County, Texas; reference being here made to said deed and the record thereof for a further description of said land and for all purposes.

The Grantor hereby reserves all of the mineral estates owned by Grantor or in which Grantor owns an interest, including all oil, gas and all other hydrocarbons as well as all other minerals in or under the Property, any and all royalty under any existing or future lease covering any part of the Property, Surface rights (including rights of ingress and egress), production and drilling rights, lease payments and all related benefits.

This conveyance is made subject to the following Reservations: (a) all encumbrances and matters affecting title filed of record as well as all standby fees, taxes and assessments by any taxing authority for the current year, and subsequent years, and subsequent taxes and

assessments by any taxing authority for prior years due to change in land usage or ownership, (b) zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and (c) the items listed herein and those items described below listed as 1 through 4, are herein collectively called the "Reservations and Exceptions to Conveyance and Warranty").

This conveyance, however, is also made and accepted subject to the following matters, to the extent same are in effect at this time:

1. All leases, grants, exceptions or reservations of coal lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
2. Easement and Right of Way granted to Central Power and Light Company recorded in Volume 39, Page 30, Deed Records of Maverick County, Texas.
3. Easement and Right of Way granted to Central Power and Light Company recorded in Volume 39, Page 30, Deed Records of Maverick County, Texas.
4. Visible and apparent roadways and/or easements.
5. Rights of Parties in Possession (Owner's title Policy Only)

any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

But it is expressly agreed that the Vendor's Liens, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to its successors and assigns, the payee named in said note without recourse on Grantor.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed hereunder for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not on any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis, and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same "AS IS CONDITION," "WHERE IS" and "WITH ALL FAULTS." Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees, officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims that Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors

and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

Grantee hereby agrees to indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, attorney's fees and expenses and court costs) in any way relating to, connected with, or arising out of the Property or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the Property and other items conveyed hereunder.

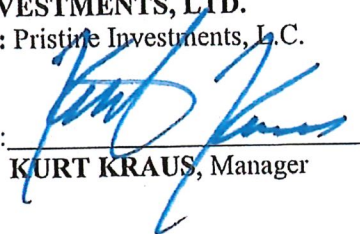
It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing. The recordation of this instrument by the Grantee, or anyone acting in his behalf, conclusively subject to the provisions of the foregoing.

Grantor warrants and represents that all ad valorem taxes and assessments for the Property for the year 2016 and all prior years have been fully paid. All such taxes and assessments for the prior years, except for assessments of additional taxes for periods prior to the effective date of this Deed resulting from this sale or subsequent changes in the use of the Property (roll back taxes), shall be paid by Grantee. Subject to the foregoing, such taxes and assessments for the current year have been prorated between the parties hereto as of the effective date of this Deed, and Grantee assumes liability for the payment thereof, including roll back taxes (if any shall be due), and for subsequent years. If such proration was based upon an estimate of such taxes and assessments for the year 2017, then upon demand the parties, hereto, if necessary, shall promptly and equitably adjust all such taxes and assessments, as soon as actual figure for these items for calendar year 2017 are available.

EXECUTED this 5th day of September, 2017.

MAVERICK COUNTY
INVESTMENTS, LTD.

By: Pristine Investments, L.C.

By: 
KURT KRAUS, Manager

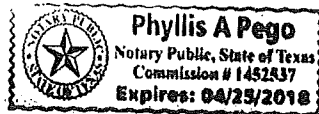
GRANTEES ADDRESS:

MVN Enterprises, LLC
2205 Zacateca Dr.
Eagle Pass, Texas 78852

STATE OF TEXAS §
 §
COUNTY OF WEBB §

Before me, the undersigned authority, on this day personally appeared **Kurt Kraus**, Manger of the Limited Liability Company o **Pristine Investments, L.C.** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of **Pristine Investments, L.C.**, a Texas limited liability company, and that he excuted the same as its Manager and as the act of such limited liability company and for the purposes and consideration expressed in the foreign instruments, and **Pristine Investments, L.C.** (By and through **Kurt Kraus**, its Manager) acknowledged to me that the same is the act of **Maverick County Investments, Ltd.**, a Texas Limited Partnership and that it executed the same as its General Partner and as the act of such Limited Partnership and for the purposes and consideration expressed in the foregoing instrument.

Given under my hand and seal of office on Sept 5, 2017.



Phyllis A Pego
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
(Grantee's address)
Maverick County Investments, Ltd.

PREPARED IN THE LAW OFFICES OF:
TREVINO, VALLS & HAYNES, LLP
6909 Springfield Ave., Suite 200
Laredo, Texas 78041
[Trevino, Valls & Haynes, LLP
represents only Maverick County
Investments, Ltd.]

BOOK 1664 PAGE 163

Doc #: 199027
Book: 1664
Pages: 158 - 163

Filed & Recorded:
09/08/2017 11:31AM
SARA MONTEMAYOR
COUNTY CLERK
MAVERICK

Recording Fee - Land Recs	\$21.00
Records Management	\$10.00
Records Preservation Fund	\$10.00
Courthouse Security Fee	\$3.00

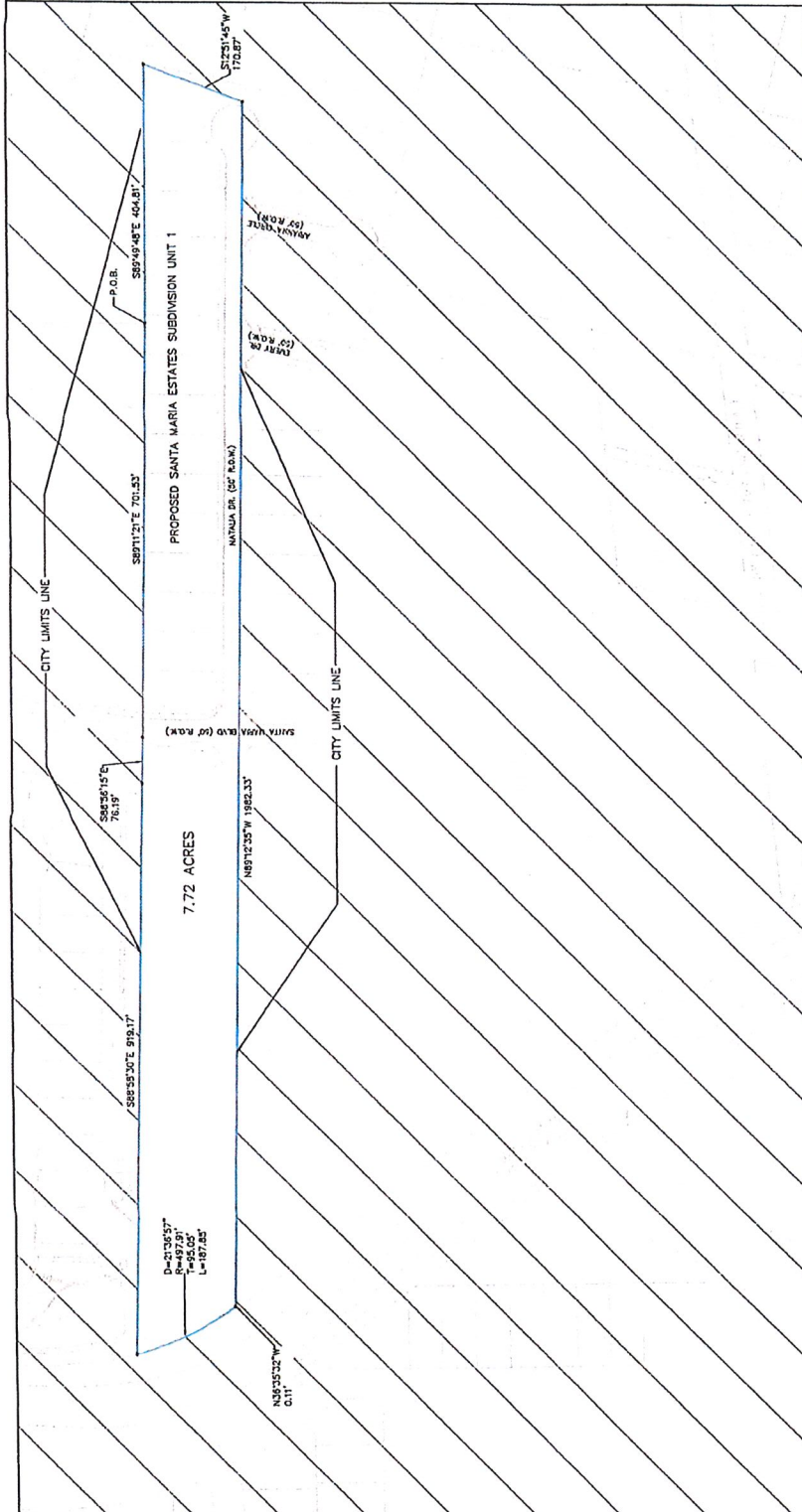
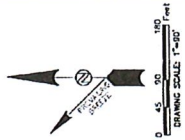
Leticia Gonzalez, Deputy

STATE OF TEXAS,
COUNTY OF MAVERICK
I hereby certify that this instrument
was filed on the date and time stamped
thereon by me and was duly recorded in
the OFFICIAL PUBLIC RECORDS of
Maverick County, Texas.

Any provisions herein which restricts
the sale, rental, or use of the described
real property because of color or race
is invalid and unenforceable under
federal law.

SARA MONTEMAYOR
COUNTY CLERK MAVERICK COUNTY, TEXAS





- NOTES:
1. SET 1/4" I.R. AT ALL CORNERS EXCEPT INDICATED.
 2. ALL ADJACENT PROPERTY SURROUNDING THE PROJECT TRACT ANNEXATION IS INSIDE THE EAGLE PASS TRACT ANNEXATION.
 3. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983.

ANNEXATION OF 7.72 ACRE TRACT
CITY OF EAGLE PASS, TEXAS, MAVERICK COUNTY

OFFICE NOTE: FOR 4 7 73 1080 TRACT

Being a 7.72 Acre Tract or land lying and situated in Mowerick County Texas, out of Survey 3, Abstract 1607, and Survey 6, Abstract 111C, said 7.72 Acre Tract being portion of that 32.884 Acre Tract, conveyed from Mowerick County Investments, L.P., to MVA ENTERPRISES, L.L.C. by Deed record Book 160A, page 154 of the Official Public Records of Mowerick County.

Said 7.72 acres being more particularly described by metes and bounds as follows:

(Hearings according to found the South boundary line of the Fairfield Addition, as shown by plot of record Envelope 410, Side A, of the Newell County Map Records with bearing 320°11'30" T.

beginning at found 1/2" iron rod being the southwest corner of said fairfield
Records, with bearing south 11° 21' E.

32.894 acres, and the existing city limits.

T.F.V.R. continuing along the north boundary line of the WYN ENTERPRISES, LLC, 32.884 acres, a common line with remaining area of that Charlie Nicholas 44.74

Acres, as recorded in Volume 1122, page 143 of the Maverick County Deed Records, the existing city limits line, approximately 4000 feet to a 1/4 mile and follow up the west boundary line of

SRP494dE, 404.51 feet to a 1/2" iron rod, being on the west boundary line of that Larry Robinson Property as recorded in Volume 512, page 63 of the Maverick County Deed Records, and the northeast corner of this 7.72 acres.

Traverse continuing with fence along the west boundary line of Larry Robinson, the

existing city limits line, S123°45'W, 170.87 feet, to a 25' wide road, running on the north boundary line of that Central Freight Lines, Inc., Property as recorded in Volume 260, page 331 of the Maverick County Deed Records, and for a corner of

THIS 7.72 ACRES.
TUGENE HUNTER FOST BOUNDARY LINE OF OLD MVN ENTERPRISES, LLC. 32.094

Issue: Reporting East boundary line of said MVA ENCLOSURE, two, three acres, now across open and pasture, a common line with the remaining 25.0 acres, the existing city limits line.

N 89° 12' 35" W, 1862.53 feet, to a young iron rod for southwest corner of this 7.72 acre.

TRAIL along the east right of way Saw Irrigation Main Canal, N20°15'23"W, 0.11 feet, to a $\frac{1}{4}$ -Section road, being the cc of curve having data of 213°06'57", radius of 497.91 feet, on arc length of 187.25 feet, angle of 213°06'57", to the st. the northwest corner of 2022 the chord N25°17'04"W, 186.72 feet, to the st. the northwest corner of the herein described 1/2 acre, 2.242 acres, also the northwest corner of the herein described 1/2 acre,

Surface along the common line with Legacy Village, the existing city limits line.

S85°38'30"E, 919.17 feet, to a corner, and S08°56'15"E, 76.19 feet, to a corner, then N7°02' along the common line with said Fairfield Addition, and the existing city

Ilwaco, among the westernmost towns along the coast, is the home of Benjamin Ilwaco Inc., 58°11'2"E, 701.53 feet, to the south of Astoria.

STATE OF TEXAS
COUNTY OF MAVERICK

May 14, 2021
I, Francisco Cayton, Registered Professional Land Surveyor, hereby certify that the

above description of a 7.72 acre tract was obtained from a survey conducted on the ground under my supervision.

11/18/2021

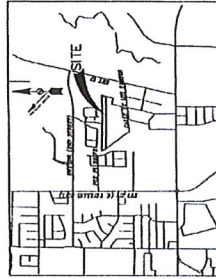
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11/18/2021

Francisco Coyton

Registered Professional Land Surveyor
 License No. 4174
 FRANCISCO CAYAN
 5-17

Texas No. 5474



LEGEND

151 OVERVIEW

EXISTING

SLIMT A1C

PROPOSED AREA

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FIELD NOTES FOR A 7.72 ACRE TRACT

City limits annexation

Being a 7.72 Acre Tract of land lying and situated in Maverick County Texas, out of Survey 3, Abstract 1007, and Survey 6, Abstract 1110, said 7.72 Acre Tract being portion of that 32.884 Acre Tract, conveyed from Maverick County Investments, LTD., to MVN ENTERPRISES, LLC, by Deed record Book 1664, page 158 of the Official Public Records of Maverick County.

Said 7.72 acres being more particularly described by metes and bounds as follows:

(Bearings according to found the South boundary line of the Fairfield Addition, as shown by plat of record Envelope 410, Side A, of the Maverick County Map Records, with bearing S89°11'21"E).

Beginning at found 1/2" iron rod being the southeast corner of said Fairfield Addition, falling on the north boundary line of the said MVN ENTERPRISES, LLC, 32.884 acres, and the existing city limits line,

THENCE continuing along the north boundary line of the MVN ENTERPRISES, LLC, 32.884 acres, a common line with remaining area of that Charlie Nicholas 44.74 Acres, as recorded in Volume 1122, page 140 of the Maverick County Deed Records, the existing city limits line, S89°49'48"E, 404.81 feet, to a 1/2" iron rod, falling on the west boundary line of that Larry Robinson Property as recorded in Volume 512, page 65 of the Maverick County Deed Records, and for northeast corner of this 7.72 acres.

THENCE continuing with fence along the west boundary line of Larry Robinson, the existing city limits line, S12°51'45"W, 170.87 feet, to a 1/2" iron rod, falling on the north boundary line of that Central Freight Lines, Inc., Property as recorded in Volume 269, page 331 of the Maverick County Deed Records, and for a corner of this 7.72 acres.

THENCE departing East boundary line of said MVN ENTERPRISES, LLC, 32.884 acres, now across open land pasture, a common line with the remaining 25.0 acres, the existing city limits line, N89°12'35"W, 1982.33 feet, to a found iron rod for southwest corner of this 7.72 acres,

THENCE along the east right of way line irrigation Main Canal, N36°35'32"W, 0.11 feet, to a 1/2" iron rod, being the pc of curve having delta angle of 21°36'57", radius of 497.19 feet, an arc length of 187.85 feet, the chord N25°47'04"W, 186.73 feet, to the pt, the northwest corner of said 32.884 acres, also the northwest corner of the herein described 7.72 acres,

THENCE along the common line with Legacy Village, the existing city limits line, S88°58'30"E, 919.17 feet, to a corner, and S88°56'15"E, 76.19 feet, to a corner,

THENCE along the common line with said Fairfield Addition, and the existing city limits line, S89°11'21"E, 701.53 feet, to the Point of Beginning.

STATE OF TEXAS XXX
COUNTY OF MAVERICK XXX

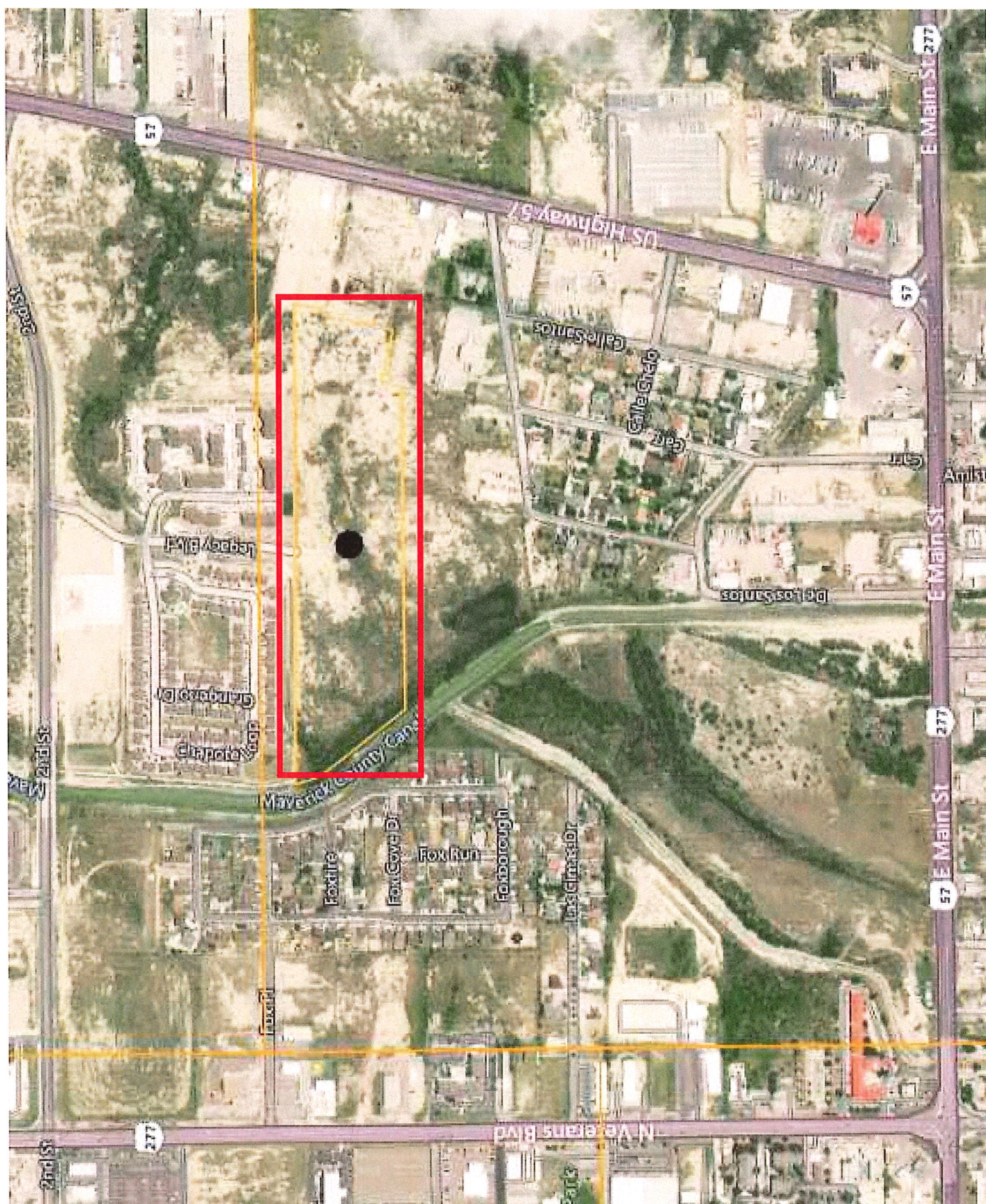
May 14, 2021

I, Francisco Gaytan, Registered Professional Land Surveyor, hereby certify that the above description of a 7.72 Acre Tract was obtained from a survey conducted on the ground under my supervision.



Fr. Gay
Francisco Gaytan
Registered Professional Land Surveyor
Texas No. 5474

12/28/2021



Attachment 2
Master Plan Map
Zoning District Map

FINANCED
THROUGH THE
DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
OF THE STATE OF TEXAS

THE PREPARATION OF THIS DOCUMENT
WAS FINANCED THROUGH PROVISIONS
OF A TEXAS COMMUNITY DEVELOPMENT
PROGRAM GRANT FROM U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT

THESE MAPS ARE PRESENTED WITHOUT WARRANTY OF ANY KIND,
OTHER EXPRESSED OR IMPLIED, RESPECTING THE CONTENTS OF
THESE MAPS, INCLUDING BUT NOT LIMITED TO THE ACCURACY,
LOCATION AND OWNERSHIP OF ANY FACILITIES. NEITHER THE CITY
OF EAGLE PASS, NOR HEJL, LEE AND ASSOCIATES, INC. OR ITS
REPRESENTATIVES SHALL BE LIABLE TO ANY PERSON OR ENTITY
WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR
ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THESE MAPS.

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FIGURE A.5.3 CITY OF EAGLE PASS, TEXAS FUTURE LAND USE MAP

PREPARED BY:
HEJL, LEE & ASSOCIATES, INC.
CONSULTING ENGINEERS
2207 HANCOCK DRIVE
AUSTIN, TEXAS 78756
(512) 467-9793

McCombs County Comm.

LEGEND

- 1. DALLAS PARK HIGH SCHOOL
- 2. EAGLE PASS JUNIOR HIGH
- 3. DODD PARK
- 4. ALBERTA ELEMENTARY
- 5. BIRMINGHAM ELEMENTARY
- 6. RAY H. TERRY ELEMENTARY
- 7. DUFFY PARK
- 8. PROGRESSIVE DE LUNA CENTER
- 9. EARLY CHILDHOOD CENTER
- 10. DALLAS ELEMENTARY
- 11. DALLAS ELEMENTARY
- 12. LANDSCAPE DEVELOPMENT CENTER
- 13. JAMES E. LEE ELEMENTARY
- 14. DALLAS ELEMENTARY
- 15. EAGLE PASS JUNIOR COLLEGE
- 16. NATURE
- 17. EAGLE PASS JUNIOR COLLEGE
- 18. ROSS STATE UNIVERSITY

PARKS & RECREATION

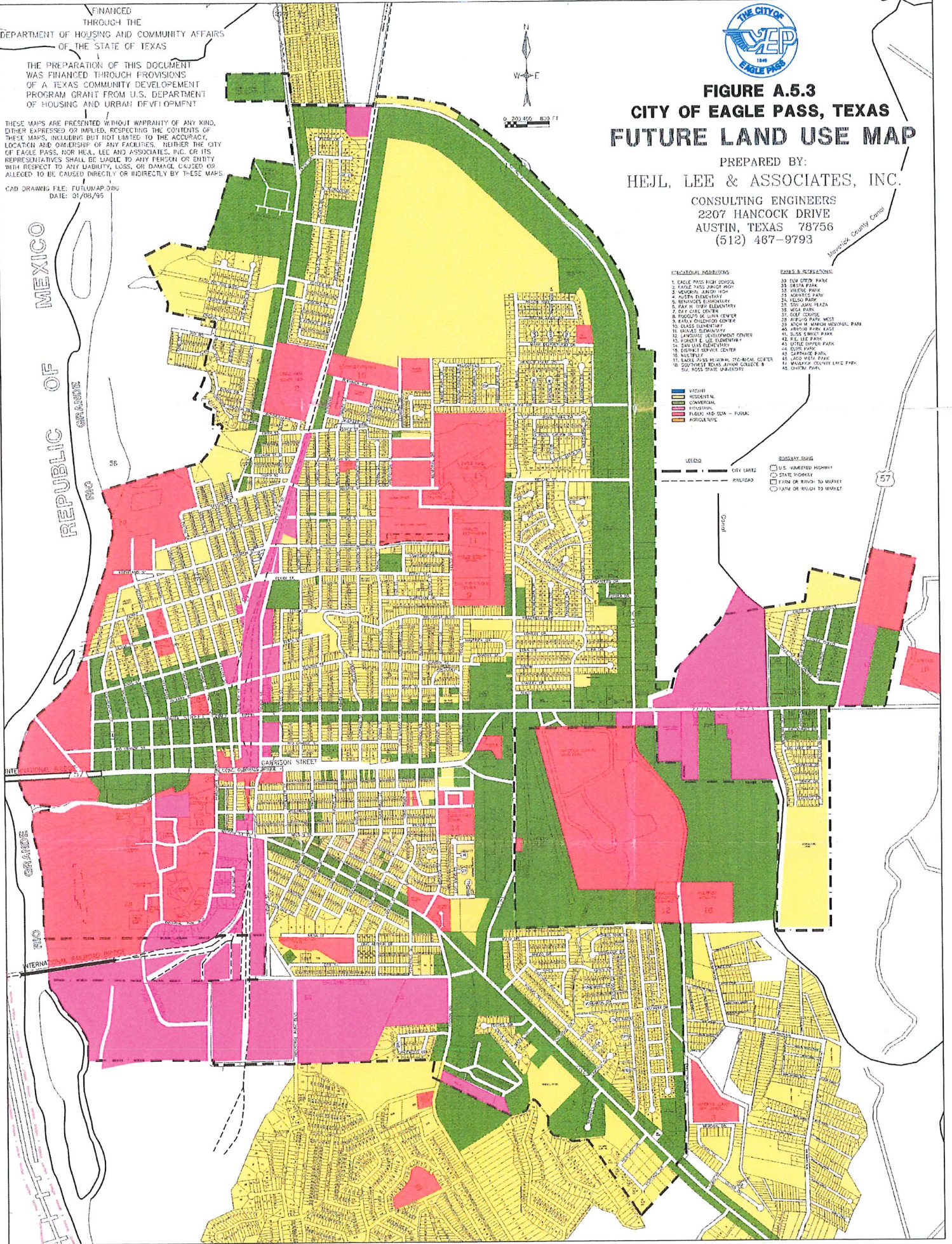
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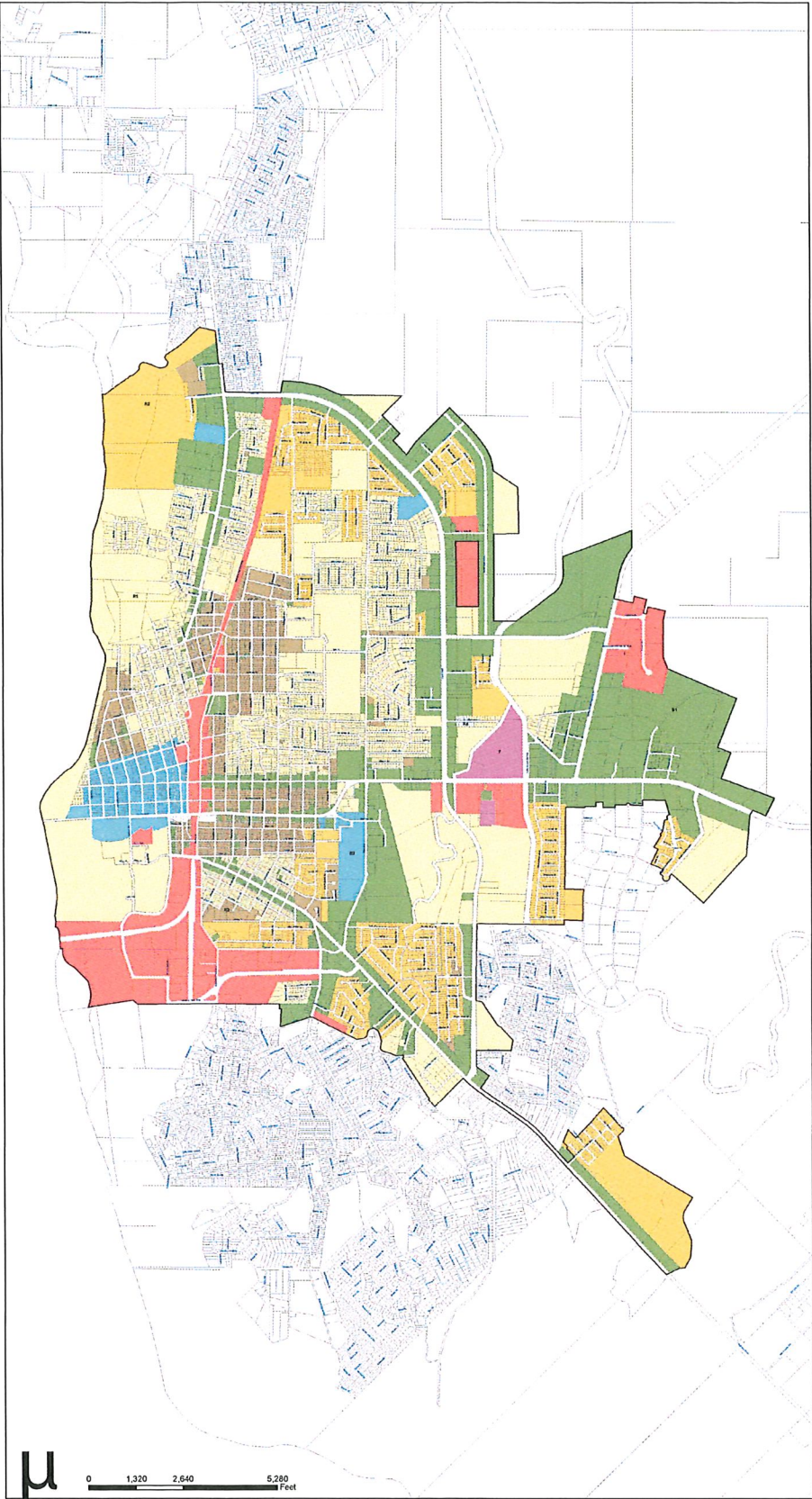
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Legend

- City Limits Outline
- B1 - Neighborhood Business District (<8,000 Sq. Ft.)
- B2 - Central Business District
- B3 - General Business District (>8,000 Sq. Ft.)
- I - Industrial District
- F - Floodway District
- R1 - First One-Family Dwelling District
- R2 - Second One-Family Dwelling District
- R3 - Duplex Dwelling District
- R3A - Apartment District
- R4 - Townhouse Residence District



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Eagle Pass, Texas
Map of Eagle Pass, Texas, showing zoning districts. The map is color-coded according to the legend. The map shows a grid-like street pattern with various colored zones interspersed. A scale bar at the bottom left indicates distances of 0, 1,320, 2,640, and 5,280 feet. A north arrow is also present.



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