

ORDINANCE NUMBER 2022 -14

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF PAYNE SPRINGS, TEXAS ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF PAYNE SPRINGS, AND EXTENDING THE BOUNDARY OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL THE ACTS AND ORDINANCES OF SAID CITY.

WHEREAS, the City is authorized to annex territory in accordance with Texas Local Government Code §43.001, *et seq.*; and

WHEREAS, said territory proposed to be annexed is within the City's extraterritorial jurisdiction, is contiguous to the City and is one-half mile or less in width; and

WHEREAS, the City has received a petition (attached hereto as **Exhibit A**) in writing to annex the hereinafter described territory; and

WHEREAS, after holding a public hearing and hearing arguments for and against the same, the governing body has voted to annex said territory into the City under the authority of §43.0671 of the Texas Local Government Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF PAYNE SPRINGS, TEXAS:

**SECTION 1.**

That the heretofore described property, more specifically described in **Exhibit B** attached to this Ordinance, is hereby annexed to the City of Payne Springs, Texas, and that the boundary limits of the City of Payne Springs be, and the same are hereby, extended to include the above-described territory within the City Limits of the City of Payne Springs, and the same shall hereafter be included within the territorial limits of said City, and the inhabitants and owners thereof shall

hereinafter be entitled to all the rights and privileges of other citizens of the City of Payne Springs and they shall be bound by the acts, ordinances, resolutions and regulations of said City.

**SECTION 2.**

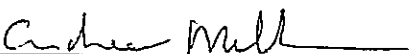
That the City Secretary is hereby directed to file with the County Clerk and other appropriate officials and agencies, as required by state law and applicable annexation procedures, a certified copy of this Ordinance, and the petition requesting this annexation previously referenced herein.

**SECTION 3.**

Should the annexation of any property of this Ordinance be held unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect, impair or invalidate the annexation of any other property or portion of property thereof, which is included in and subject to this annexation Ordinance.

**PASSED AND APPROVED** by the City Council, City of Payne Springs, Texas, this 18<sup>th</sup> day of October, 2022.

**APPROVED BY:**

  
\_\_\_\_\_  
Andrea Miller, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Beth Billings, City Secretary

CITY OF PAYNE SPRINGS

COLBCAR, LLC

By: Andrea Miller  
Andrea Miller, Mayor

By: Jay Culbertson  
Name: JAY CULBERTSON  
Title: MANAGING MEMBER

STATE OF TEXAS §  
COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 18<sup>th</sup> day of October, 2022 by Andrea Miller, as Mayor of the City of Payne Springs, Texas.



Beth Hein  
Notary Public, State of Texas

~~STATE OF TEXAS~~ §  
MISSISSIPPI §  
FRANKLIN §  
COUNTY OF ~~HENDERSON~~ §

This instrument was acknowledged before me on the 30 day of SEPTEMBER, 2022 by JAY CULBERTSON.



Adam Brister  
Notary Public, State of Texas  
MISSISSIPPI

**ANNEXATION PETITION**

To: The Mayor and City Council, City of Payne Springs, County of Henderson, Texas.

**GREETINGS:**

I, Colbar, LLC., as the owner of the property described on the attached **Exhibit A** which is contiguous to the municipal limits and is not more than one half (1/2) mile in width, hereby petition the City Council to extend the present municipal limits so as to annex and include said property as described in **Exhibit A**.

I am presenting this Petition seeking annexation of this property by the City of Payne Springs of my own volition and fully understand and acknowledge all consequences, legal and otherwise, associated with the annexation of the property.

Submitted and filed with the City Secretary of Payne Springs, Texas this 14 day of September, 2022.

**PETITIONER:**

Jay Culbertson

Printed Name: Jay Culbertson

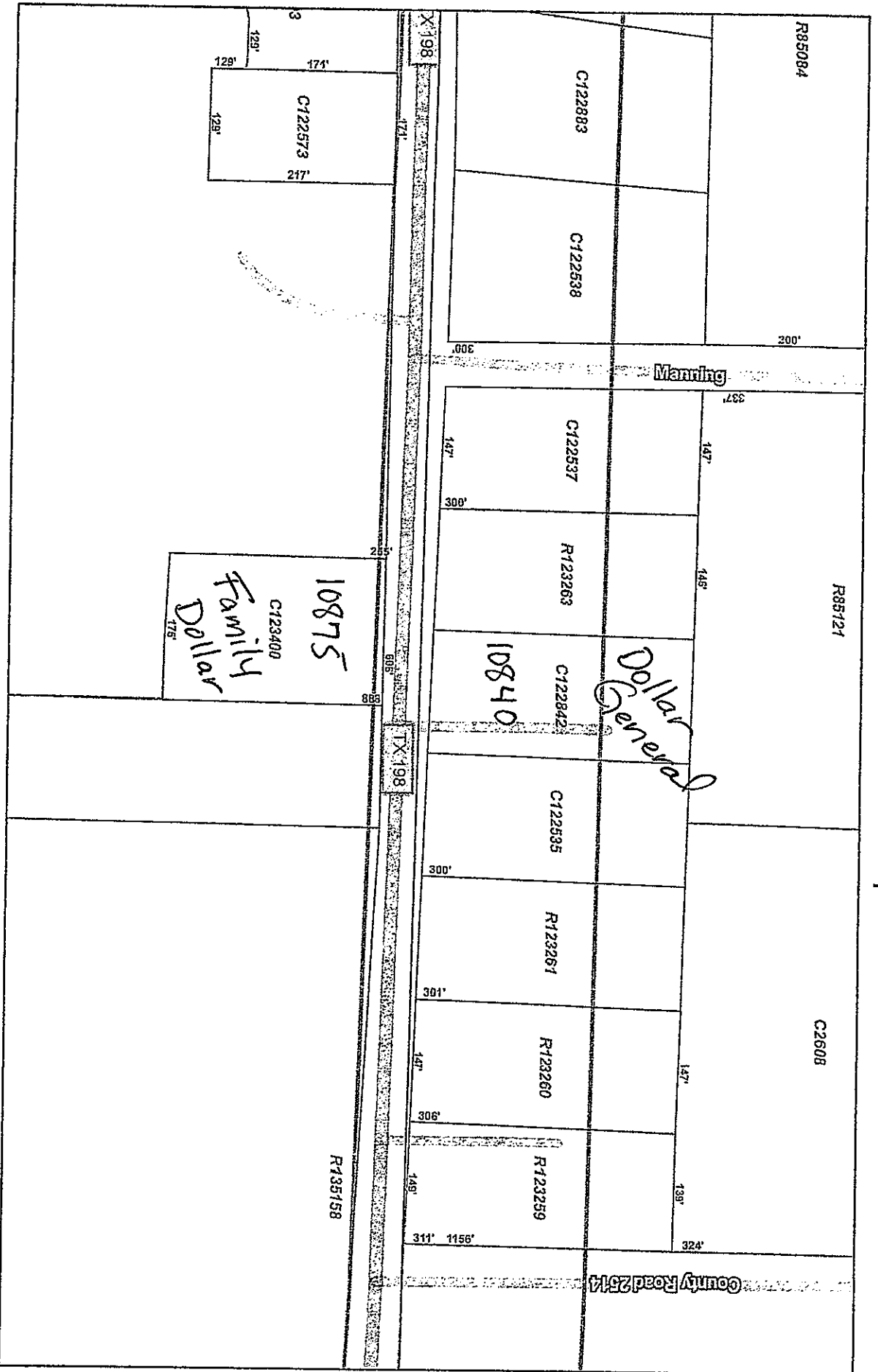
MISSISSIPPI  
STATE OF ~~TEXAS~~ §  
~~FRANKLIN~~ §  
COUNTY OF ~~HENDERSON~~ §

This instrument was acknowledged before me on the 14 day of SEPTEMBER, 2022 by JAY CULBERTSON.



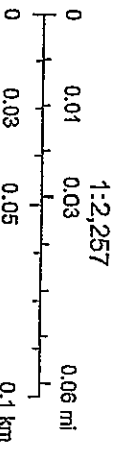
Adam Brister  
Notary Public, State of Texas.  
MISSISSIPPI

# Henderson CAD Web Map



9/28/2022, 9:35:06 AM

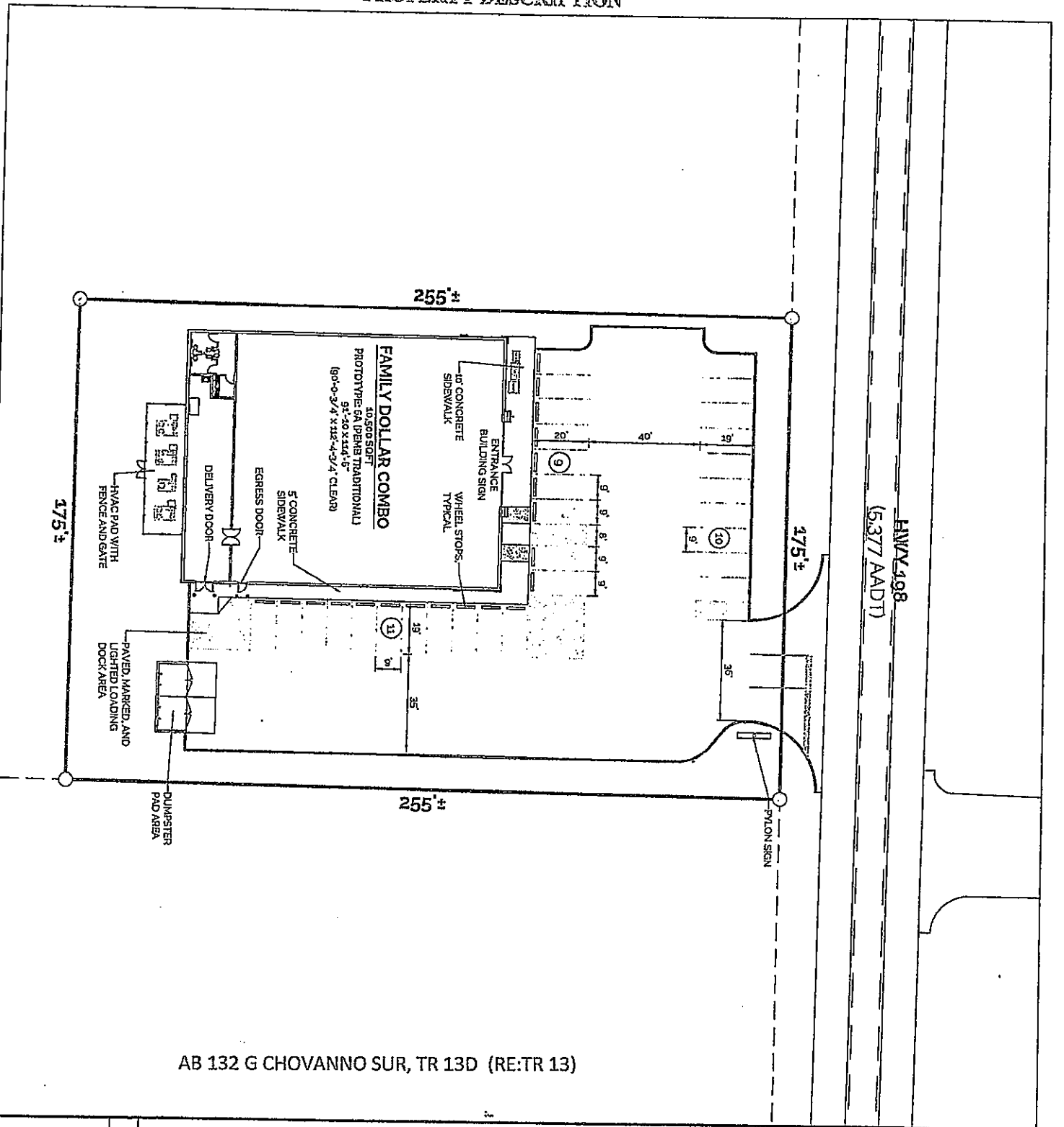
- Parcels
- City Limits
- Abstracts
- Lot Lines



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

Henderson County Appraisal District, BIS Consulting - Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

# PROPERTY DESCRIPTION



AB 132 G CHOVANNO SUR, TR 13D (RE:TR 13)

HWY 198  
(5.377 AADT)

Prepared By: **WD GROUP**  
PLANNING & ARCHITECTURE

Scale: 1" = 50'

**PAYNESPRINGS, TX**  
 HIGHWAY 198

Sheet Title  
**SITE PLAN**

Site Data Summary  
 Zoning: Not Provided

Property Size:  
 103 Acres ± 44,701 SF ±

Area Summary:  
 Building Size: 10,500± SF  
 Concrete Pavement: 20,122± SF  
 Sidewalks and Aprons: 2,260± SF  
 Green Space: 12,468± SF

Parking:  
 Proposed: 30

January 19, 2022

Developer:  
**CULBERTSON  
 CONTRACTORS**  
 764 Hwy 84 W  
 Brookhaven, MS 39601  
 601-757-2405

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF PAYNE SPRINGS, TEXAS**  
**AND COLBCAR, LLC**

This Municipal Services Agreement ("Agreement") is entered into on the 30 day of SEPTEMBER, 2022 by and between the City of Payne Springs, Texas, a general-law municipality of the State of Texas ("City") and COLBCAR, LLC ("Owner"), collectively referred to herein as the "Parties."

**RECITALS**

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

**WHEREAS**, Section 43.0672 of the Texas Local Government Code permits the City to annex an area if the owner of the property requests the annexation; and

**WHEREAS**, where the City elects to annex such property, the City is required to enter into a written agreement with the owner that sets forth the City services to be provided to the property on or after the effective date of annexation; and

**WHEREAS**, Owner owns certain parcels of property situated in Henderson County, Texas, which consists of approximately 1.624 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property"); and

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property; and

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, this Agreement is subject to approval by the Payne Springs City Council.

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, which is more particularly described in the attached Exhibit "A."
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.**
  - a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing

services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

- i. Police. The City’s Police Department will provide protection and law enforcement services.
  - ii. Planning, Zoning and Building. City will provide comprehensive planning, land development, land use and building review and inspection services in accordance with all applicable laws, rules and regulations.
  - iii. Streets. The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction.
  - iv. Solid Waste Services. The City will provide solid waste collection services in accordance with existing City ordinances and policies.
  - v. Code Compliance. City will provide enforcement and abatement relating to code violations within the Property.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
4. **AUTHORITY**. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
  5. **SEVERABILITY**. If any part, term or provision of this Agreement is held by the courts to be illegal, invalid or otherwise unenforceable, such illegality, invalidity or unenforceability will not affect the validity of any other part, term or provision, and the rights of the Parties will be construed as if the part, term or provision was never part of the Agreement.
  6. **GOVERNMENTAL POWERS**. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
  7. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
  8. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the Parties, their successors and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
  9. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between said Parties. This Agreement shall not be amended unless executed in writing by both Parties.