

ORDINANCE NUMBER 2024-01

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

ANNEXATION PETITION

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

GREETINGS:

I, Marshall Funk, as the manager of SMJ Real Estate Holdings, LLC., 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. This annexation petition shall be automatically rescinded if the City of Payne Springs does not concurrently and immediately approve the Tax Abatement and Economic Incentive Agreements contained within this petition.

Submitted and filed with the City Secretary of Payne Springs, Texas this 24 day of

July, 2023

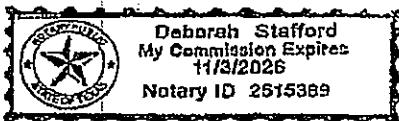
PETITIONER:

M Funk

Printed Name: SMJ Real Estate Holdings, LLC. by Marshall Funk

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 24 day of July, 2023 by MARSHALL FUNK.



Deborah Stafford
Notary Public, State of Texas



PROPERTY ID	Geographic ID	Legal Description	Situs Address
200047699	4246.0000.0010.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 1 H/308	AVIGAIL TRL TX
200047700	4246.0000.0020.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 2 H/308	AVIGAIL TRAIL TX
200047701	4246.0000.0030.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 3 H/308	AVIGAIL TRAIL TX
200047702	4246.0000.0040.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 4 H/308	AVIGAIL TRAIL TX
200047703	4246.0000.0050.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 5 H/308	AVIGAIL TRAIL TX
200047704	4246.0000.0060.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 6 H/308	AVIGAIL TRAIL TX
200047705	4246.0000.0070.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 7 H/308	AVIGAIL TRAIL TX
200047706	4246.0000.0080.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 8 H/308	JAYLA LANE TX
200047707	4246.0000.0090.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 9 H/308	JAYLA LANE TX
200047708	4246.0000.0100.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 10 H/308	JAYLA LANE TX
200047709	4246.0000.0110.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 11 H/308	JAYLA LANE TX
200047710	4246.0000.0120.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 12 H/308	JAYLA LANE TX
200047711	4246.0000.0130.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 13 H/308	JAYLA LANE TX
200047712	4246.0000.0140.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 14 H/308	JAYLA LANE TX
200047713	4246.0000.0150.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 15 H/308	JAYLA LANE TX
200047714	4246.0000.0160.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 16 H/308	JAYLA LANE TX
200047715	4246.0000.0170.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 17 H/308	JAYLA LANE TX
200047716	4246.0000.0180.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 18 H/308	JAYLA LANE TX
200047717	4246.0000.0190.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 19 H/308	JAYLA LANE TX
200047718	4246.0000.001X.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 1X H/308	JAYLA LANE TX
200047719	4246.0000.002X.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 2X H/308	JAYLA TRAIL TX
200047721	4246.0000.003X.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 3X H/308	JAYLA TRAIL TX
200047720	4246.0000.004X.30	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 4X H/308	JAYLA LANE TX
200047722	4246.0000.005X.3	AB 485 I V MICHELLI SUR SUNRISE HARBOR LOT 5X H/308	AVIGAIL TRAIL TX

<b>Map ID:</b>	<b>Abstract/Subdivision</b>
17	S4246 - SUNRISE HARBOR

**MUNICIPAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF PAYNE SPRINGS, TEXAS**  
**AND SMJ Real Estate Holdings, LLC.**

This Municipal Services Agreement ( Agreement”) is entered into on the 24th day of July, 2023 by and between the City of Payne Springs, Texas, a general-law municipality of the State of Texas (“City”) and SMJ Real Estate Holdings, 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 after the effective date of annexation; and

**WHEREAS**, Owner owns certain parcels of property situated in Henderson County, Texas which consists of approximately 23 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.

**CITY OF PAYNE SPRINGS**

**SMJ Real Estate Holdings**

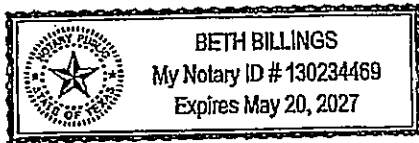
By: Andrea Miller  
Andrea Miller, Mayor

By: Marshall Funk  
Name: Marshall Funk  
Title: Manager

STATE OF TEXAS §

COUNTY OF HENDERSON §

This instrument was acknowledged before me on the 24th day of July, 2023 by Andrea Miller, as Mayor of the City of Payne Springs, Texas.

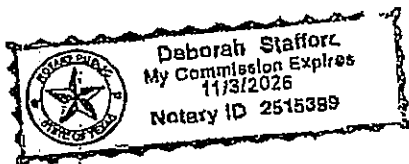


Beth Billings  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on the 24 day of July, 2023 by MARSHALL FUNK.



Deborah Stafford  
Notary Public, State of Texas

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.**

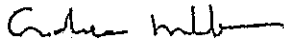
That the City Secretary is hereby directed to file with the County Clerk and other appropriate officials and agencies, as required by state law and applicable annexation procedures, a certified copy of this Ordinance, and the petition requesting this annexation previously referenced herein.

**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  
2ND day of JULY, 2024.

**APPROVED BY:**



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

**ATTEST:**



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

