

**ORDINANCE NO. 2022-02**

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING THE BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 SITE ON MERIDIANA PARKWAY, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICE AGREEMENT, AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS, DULY ASSEMBLED:

1. The City Council of the City of Iowa Colony, Texas ("the City") hereby finds that all statements in any part of this ordinance are true.
2. This annexation is authorized by Subchapter 43, C-3 of the Texas Local Government Code and all other applicable law.
3. Brazoria County Municipal Services District No. 3 ("the Owner") is the owner of the land annexed by this ordinance, and the Owner has requested this annexation in a Special Warranty Deed with Use Restrictions and Petition for Annexation between the City of Iowa Colony and the Owner recorded under County Clerk's File No. 2020-030584 in the Official Records of Brazoria County, Texas.
4. This entire ordinance is in the public interest.
5. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.
6. The property (herein called "the Annexed Area") described on Exhibit "A," which is attached hereto and incorporated herein in full, is hereby annexed into the City of Iowa Colony, Texas, and the boundary limits of the City of Iowa Colony are hereby extended to include the Annexed Area within the territorial limits of the City of Iowa Colony. The inhabitants of the Annexed Area shall hereafter be entitled to all the rights and privileges of citizens of the City of Iowa Colony and shall be bound by the acts, ordinances, resolutions, and regulations of that City.
7. The City of Iowa Colony hereby adopts and enacts the Municipal Service Agreement attached hereto as Exhibit "B" and incorporated herein in full.
8. The City Secretary is hereby directed to file certified copies of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.
9. If any portion of this ordinance, of whatever size, is ever held to be invalid for any reason, the remainder of this ordinance shall remain in full force and effect. Without limiting the generality of the foregoing, if this annexation is ever held invalid as to any portion, of whatever

size, of the territory described on Exhibit "A" hereto, then this annexation shall remain valid as to the remainder of such territory.

10. This ordinance shall be effective immediately upon its passage and approval. The Home Rule Charter of the City requires only one reading of this ordinance, because state law required a public hearing before the passage of this ordinance.

READ, PASSED AND APPROVED ON JANUARY 10, 2022.

CITY OF IOWA COLONY, TEXAS

By: 
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:


KAYLEEN ROSSER, CITY SECRETARY



Iowa Colony/Ordinance/Annexation/Ord Annexing ESD 3 Site on Meridiana

**EXHIBIT “A”
ANNEXED AREA**

EXHIBIT "A"

Being a tract or parcel containing 1.565 acres (68,175 square feet) of land situated in the H. T. & B. Railroad Company Survey, Section 51, Abstract Number 288, Brazoria County, Texas, being out of and a portion of the called 4.606 acre tract as described in the deed to The City Of Iowa Colony, Texas, recorded under Brazoria County Clerk's File Number 2017042142, which is out of and a portion of Restricted Reserve "A" in Block 1 of Karsten Boulevard Phase I Street Dedication and Reserves, according to the plat thereof recorded under Brazoria County Clerk's File Number 2018053880; said 1.565 acre tract being more particularly described by metes and bounds as follows (all bearings stated herein are based on the Texas State Plane Coordinate System, South Central Zone, NAO 83, as per the plat of Sierra Vista Section 1 recorded under Brazoria County Clerk's File Number 2017058170):

COMMENCING at a 3/4-inch iron pipe found marking the east corner of the southeast right-of-way radius cut back line at the intersection of Sierra Vista Boulevard (100 feet wide) according to the plat thereof recorded under Brazoria County Clerk's File Number 2017058170 and Meridiana Parkway (120 feet wide) according to the plat thereof recorded under Brazoria County Clerk's File Number 2017058165;

THENCE North 87° 16' 24" East, along the south right-of-way line of said Meridiana Parkway, a distance of 327.96 feet to a 5/8-inch iron rod found marking the northeast corner of the called 2.875 acre tract as described in the deed to Sierra Vista Corner, LLC, recorded under Brazoria County Clerk's File Number 2018008915 and the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE North 87° 16' 24" East, continuing along said south right-of-way line, a distance of 192.00 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northeast corner of the herein described tract, from which a found 5/8-inch iron rod marking the west corner of the southwest right-of-way cutback line at the intersection of said Meridiana Parkway and the Karsten Boulevard (120 feet wide) bears North 87° 16' 24" East, 327.55 feet;

THENCE South 02° 43' 36" East, crossing said called 4.606 acre tract, a distance of 355.08 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the north line of the called 2.850 acre tract as described in the deed to Land Tejas Sterling Lakes South, LLC, recorded under Brazoria County Clerk's File Number 2018048995, marking the southeast corner of the herein described tract, from which a found 5/8-inch iron rod in the west line of said Karsten Boulevard bears North 87° 16' 24" East, 352.56 feet;

THENCE South $87^{\circ} 16' 24''$ West, along said north line, passing at a distance of 36.20 feet a 5/8-inch iron rod found marking an angle corner in the north line of said Sierra Vista Section 1, and continuing, along said north line, for a distance of 192.00 feet to a 5/8-inch iron rod with plastic cap stamped "JONES- CARTER" found, marking the southeast corner of said called 2.875 acre tract common with the southwest corner of the herein described tract, from which a 5/8-inch iron rod found marking the northeast corner of Restricted Reserve "A" in said Sierra Vista Section 1, bears South $87^{\circ} 16' 24''$ West, 103.81 feet;

THENCE North $02^{\circ} 43' 36''$ West, along the east line of said called 2.875 acre tract, a distance of 355.08 feet to the POINT OF BEGINNING and containing 1.565 acres (68,175 square feet) of land, more or less.

EXHIBIT “B”
MUNICIPAL SERVICE AGREEMENT

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE CITY OF IOWA COLONY, TEXAS AND
BRAZORIA COUNTY EMERGENCY SERVICES
DISTRICT NO. 3**

This Municipal Services Agreement ("Agreement") is entered into by the City of Iowa Colony, Texas ("City") and Brazoria County Emergency Services District No. 3 ("Owner").

RECITALS

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

Section 43.0671 of the Texas Local Government Code ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation

When the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of the annexation (the "Effective Date").

Owner owns approximately 1.565 acres of land ("Property") situated in Brazoria County, Texas and in the City's extraterritorial jurisdiction, and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

Owner has filed a written request with the City for full-purpose annexation of the Property, and that request is contained in the Deed of the Property from the City to Owner dated June 10, 2020, and recorded under Clerk's File No. 2020030584 in the Official Records of Brazoria County, Texas.

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

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.

2. METHODS OF PROVIDING SERVICES.

a. This Agreement provides for the delivery of services to the Property as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Nothing herein shall impair any rights of any party under the contract by which Owner purchased the Property from the City or the documents executed pursuant to that contract.

- c. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. MUNICIPAL SERVICES.

- a. Commencing on the Effective Date, the City will provide for the Property the municipal services set forth in this subsection.
 - i. Police. The City's Police Department will provide law enforcement services.
 - ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
 - iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
 - iv. Parks and Recreational Facilities. The Property will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
- b. The City does not provide the following services to the Property and does not contract to do so:
 - i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Property.
 - ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Property.
 - iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
 - iv. Roads and Streets. The City will maintain any adjoining city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.
 - v. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
 - vi. Solid Waste Services. At this time, the City does not provide solid waste services.
- c. The City shall not be required to provide a service except as expressly provided by this Agreement.

- d. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Property with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver, and perform their respective 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.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court 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.
7. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.
9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS AND IMMUNITIES.** The parties agree that neither the execution of this Agreement nor any act, omission, or condition relating to this Agreement shall ever be a waiver of governmental or official powers or immunities of any nature.
11. **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.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD PARTY CONTRACT.

a. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Property. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third party contract and does not create any rights of any person except the parties and their respective successors and assigns, as provided in the preceding subsection.

14. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties concerning the subject matter hereof, except that nothing herein shall impair any rights under the contract by which City sold the Property to Owner or the documents executed pursuant to that contract.

b. This Agreement shall not be amended unless executed in writing by both parties.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IQWA COLONY, TEXAS

By: Michael Byrum-Bratsen
Michael Byrum-Bratsen,
Mayor

ATTEST:

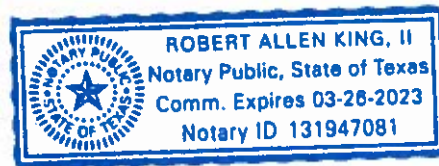
Kayleen Rosser
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 12 day of January, 2022, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: Robert Allen King, II
Notary Public, State of Texas

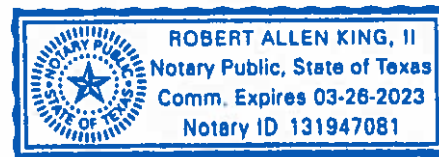


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 12 day of January, 2022, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: Robert Allen King, II
Notary Public, State of Texas



BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: [Signature]
Signature

Printed Name: Darrell Valusck

Title: President

ATTEST:

[Signature]
Signature

Printed Name: Frank Hagdon

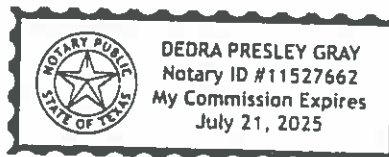
Title: Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 13th day of December, 2021,
by Darrell Valusck, as the President, on behalf of Brazoria County
Emergency Services District No. 3.

By: [Signature]
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 13th day of December, 2021,
by Frank Hagdon, as the Secretary, on behalf of Brazoria County
Emergency Services District No. 3.

By: [Signature]
Notary Public, State of Texas

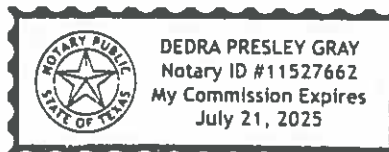


EXHIBIT "A"

Being a tract or parcel containing 1.565 acres (68,175 square feet) of land situated in the H. T. & B. Railroad Company Survey, Section 51, Abstract Number 288, Brazoria County, Texas, being out of and a portion of the called 4.606 acre tract as described in the deed to The City Of Iowa Colony, Texas, recorded under Brazoria County Clerk's File Number 2017042142, which is out of and a portion of Restricted Reserve "A" in Block 1 of Karsten Boulevard Phase I Street Dedication and Reserves, according to the plat thereof recorded under Brazoria County Clerk's File Number 2018053880; said 1.565 acre tract being more particularly described by metes and bounds as follows (all bearings stated herein are based on the Texas State Plane Coordinate System, South Central Zone, NAO 83, as per the plat of Sierra Vista Section 1 recorded under Brazoria County Clerk's File Number 2017058170):

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THENCE North 87° 16' 24" East, along the south right-of-way line of said Meridiana Parkway, a distance of 327.96 feet to a 5/8-inch iron rod found marking the northeast corner of the called 2.875 acre tract as described in the deed to Sierra Vista Corner, LLC, recorded under Brazoria County Clerk's File Number 2018008915 and the northwest corner and POINT OF BEGINNING of the herein described tract;

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THENCE North $02^{\circ} 43' 36''$ West, along the east line of said called 2.875 acre tract, a distance of 355.08 feet to the POINT OF BEGINNING and containing 1.565 acres (68,175 square feet) of land, more or less.



CITY OF IOWA COLONY

12003 Iowa Colony Blvd.
Iowa Colony Tx. 77583
Phone: 281-369-2471
Fax: 281-369-0005
www.iowacolonytx.gov

CERTIFICATION

STATE OF TEXAS
COUNTY OF BRAZORIA
CITY OF IOWA COLONY

I, Kayleen Rosser, City Secretary of the City of Iowa Colony, Texas being the person charged with the care, custody, and control of the records, do hereby certify that the foregoing is a true, correct, and complete copy of Ordinance No. 2022-02 approved by the City Council on the 10th day of January, 2022, in the City of Iowa Colony, Texas, and I further certify that the same has not been repealed, amended, altered, or changed in any way since its enactment.

IN TESTIMONY WHEREOF witness my hand and the seal of the City of Iowa Colony, Texas, on the 12th day of January, 2022.



Kayleen Rosser

KAYLEEN ROSSER, CITY SECRETARY
CITY OF IOWA COLONY

FILED and RECORDED

Instrument Number: 2022002489

Filing and Recording Date: 01/12/2022 04:10:15 PM Pages: 16 Recording Fee: \$82.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, reading "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-jessie