

**ORDINANCE NO. 2022-06**

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING CERTAIN PROPERTY EXPECTED TO BE IN FUTURE BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87 AND CERTAIN COUNTY ROADS, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICE PLAN AND 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. a. This annexation of land other than county roads is authorized by Section 43.0671 of the Texas Local Government Code and all other applicable law.

b. This annexation of county roads is authorized by Section 43.1055 of the Texas Local Government Code and all other applicable law.

3. a. The owners of the property annexed by this ordinance have requested this annexation in writing.

b. Without limiting the generality of the foregoing, Brazoria County is the owner of the road rights of way annexed by this ordinance, and Brazoria County has requested this annexation in writing.

4. This entire ordinance is in the public interest.

5. This ordinance does not cause any area to be completely surrounded by the City without annexing the surrounded area.

6. The procedures and requirements of the Texas Local Government Code and any other applicable law have been duly followed and satisfied concerning this annexation.

7. 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.

8. The City of Iowa Colony has adopted and enacted and hereby adopts and enacts the **Municipal Service Plan** attached hereto as **Exhibit "B"** and incorporated herein in full.

9. The City of Iowa Colony has adopted and entered into and hereby adopts and enters into the **Municipal Service Agreement** attached hereto as **Exhibit "C"** and incorporated herein in full.

10. The City Secretary is hereby directed to file a certified copy of this ordinance with the Brazoria County Clerk and the Texas Comptroller of Public Accounts.

11. 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.

12. 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 public hearings before the passage of this ordinance.

READ, PASSED AND APPROVED on MAY 23, 2022.

CITY OF IOWA COLONY, TEXAS

By: 
MICHAEL BYRUM-BRATSEN,
MAYOR

ATTEST:


KAYLEEN ROSSER, CITY SECRETARY

Iowa Colony/Ordinance/Annexation/Ord Annexing Part of Cedar Rapids and N Segment of Ames



**EXHIBIT “A”
ANNEXED AREA**

**Including a Description of the Entire Annexed Area,
A Map of the Entire Annexed Area, and
A Map of the County Roads Included in the Annexed
Area**

EXHIBIT "A"

Exhibit _____ Page 1 of 4 Pages

County: Brazoria
Project: Sharp Tract
Job No. 212102
MBS No. 21-386

FIELD NOTES FOR 559.563 ACRES

Being a tract containing 559.563 acres of land, located in the H.T. & B.R.R. Company Survey, Lot 68, Abstract Number 561, H.T. & B.R.R. Company Survey, Lot 58, Abstract Number 516, William Hall Survey, Abstract Number 713 and the William Pettus Survey, Abstract Number 714 in Brazoria County, Texas; said 559.563 acre tract being a portion of a tract conveyed to AA Sharp Investments, LTD. in File Number 2007068904 of the Official Public Records of Brazoria County (O.P.R.B.C.), a call 81.19 acre tract recorded in the name of Julip Holdings, LLC in File Number 2014025313 of the O.P.R.B.C. and a portion of a call 44.995 acre tract recorded in the name of 258 Colony Investments, LTD. in File Number 2021080026 of the Official Records of Fort Bend County (O.R.F.B.C.); said 559.563 acre tract being more particularly described by two (2) metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

TRACT I: 173.218 ACRES

Beginning at the northwesterly corner of a call 20.00 acre tract recorded in the name of Area Storage and Business Park, Inc. in File Number 2006058190 of the O.P.R.B.C. and being on the southerly line of aforesaid 44.995 acre tract;

Thence, with the westerly line of said 20.00 acre tract, South 03 degrees 01 minute 57 seconds East, a distance of 2391.00 feet to the centerline of County Road 57 (Juliff-Manvel Road) and being on the southerly line of Lot 52 and the northerly line of Lot 53, Emigration Land Company Subdivision, a subdivision recorded in Volume 3 Page 128 of the Brazoria County Plat Records (B.C.P.R.);

Thence, with the centerline of said County Road 57, North 86 degrees 59 minutes 33 seconds East, a distance of 1277.55 feet to the northwesterly corner of a call 28.215 acre tract recorded in the name of William A. Tull in File Number 03-011501 of the O.P.R.B.C.;

Thence, with the westerly line of said 28.215 acre tract, South 03 degrees 26 minutes 30 seconds East, a distance of 2490.04 feet;

Thence, through and across Lot 57 and Lot 54, said Emigration Land Company Subdivision, South 86 degrees 54 minutes 36 seconds West, a distance of 2167.29 feet to the easterly line of a call 47.27 acre tract recorded in the name of Jose Martinez, Ramon Martinez and Juvencio Martinez in File Number 94-029430 of the O.R.F.B.C.;

Thence, with said easterly line, North 02 degrees 50 minutes 48 seconds West, a distance of 2493.09 feet to the aforesaid centerline of County Road 57;

Thence, with said centerline, South 86 degrees 59 minutes 33 seconds West, a distance of 128.47 feet;

Thence, through and across Lot 50, said Emigration Land Company Subdivision, aforesaid Lot 52 and aforesaid 44.995 acre tract, North 12 degrees 23 minutes 09 seconds East, a distance of 4132.41 feet to the northerly line of said 44.995 acre tract;

Thence, with said northerly line, North 86 degrees 55 minutes 29 seconds East, a distance of 152.40 feet to the northwesterly corner of a call 30.000 acre tract recorded in the name of Juan R. and Rebecca Garza in File Number 9876103 of the O.R.F.B.C.;

Thence, with the westerly line of said 30.000 acre tract, South 03 degrees 03 minutes 21 seconds East, a distance of 1593.34 feet to the southwesterly corner of said 30.000 acre tract and the southeasterly corner of aforesaid 44.995 acre tract;

Thence, with the southerly line of said 44.995 acre tract and the northerly line of aforesaid 20.00 acre tract, South 86 degrees 59 minutes 33 seconds West, a distance of 259.37 feet to the Point of Beginning and containing 173.218 acres of land.

TRACT II: 386.345 ACRES

Beginning at the northeasterly corner of a call 25.0207 acre tract styled as Tract I and recorded in the name of Bayou Rifles, Inc. in File Number 00-028088 of the O.P.R.B.C., the northwesterly corner of a call 58.82 acre tract recorded in the names of McAlister Opportunity Fund 2014, L.P. and McAlister Opportunity Fund III, L.P. in File Number 2017055969 of the O.P.R.B.C.

Thence, with a line previously recognized as the easterly line of a patent filed in the name of A.B. Langermann (cancelled via the Texas Court of Civil Appeals in Giraud, et al versus Huffman, 46 SW(2d), page 367), North 02 degrees 55 minutes 29 seconds West, a distance of 3778.29 feet;

Thence, through and across aforesaid AA Sharp Investments, LTD. tract, the following seven (7) courses:

- 1) North 79 degrees 48 minutes 25 seconds East, a distance of 137.71 feet;
- 2) North 73 degrees 46 minutes 28 seconds East, a distance of 253.03 feet;
- 3) North 24 degrees 18 minutes 27 seconds East, a distance of 307.17 feet;
- 4) North 04 degrees 23 minutes 35 seconds East, a distance of 349.88 feet;
- 5) North 21 degrees 17 minutes 16 seconds West, a distance of 178.00 feet;
- 6) North 16 degrees 42 minutes 03 seconds West, a distance of 499.70 feet;
- 7) South 88 degrees 38 minutes 11 seconds West, a distance of 55.76 feet to the easterly line of a call 10.77 acre tract styled as Tract IV and recorded in the name of Baker Process, Inc. in File Number 2010007796 of the O.P.R.B.C.;

Thence, with said easterly line, North 02 degrees 54 minutes 49 seconds West, a distance of 183.38 feet to the northeasterly corner of said 10.77 acre tract;

Thence, with the northerly line of said 10.77 acre tract and the northerly line of a call 1.320 acre tract styled as Tract V and recorded in the name of Baker Process, Inc. in File Number 2010007798 of the O.P.R.B.C., South 87 degrees 05 minutes 31 seconds West, a distance of 520.84 feet to the southeasterly corner of a call 15.987 acre tract recorded in the name of 258 Colony Investments, LLC in File Number 2019127945 of the O.R.F.B.C.;

Thence, with the easterly line of said 15.987 acre tract North 03 degrees 03 minutes 55 seconds West, a distance of 1208.76 feet to the northeasterly corner of said 15.987 acre tract and being on the southerly line of a call 26 acre tract recorded in the name of Jean W. Payne Trust in File Number 1997040600 of the O.P.R.B.C.;

Thence, with said southerly line and the southerly line of a call 80 acre tract recorded in the name of John Price in Volume 287, Page 11 of the O.P.R.B.C., North 86 degrees 49 minutes 06 seconds East, a distance of 2831.42 feet to the westerly line of a call 57.471 acre tract recorded in the name of Maryfield, LTD. in File Number 2005018713 of the O.P.R.B.C.;

Thence, with said westerly line, the westerly line of an unidentified tract, the westerly line of a call 60.001 acre tract recorded in the name Michael J. Gentry in File Number 20200011282 of the O.P.R.B.C. and the westerly line of a call 127.270 acre tract recorded in the name of McAlister Opportunity Fund 2014, L.P. and McAlister Opportunity Fund III, L.P. in File Number 2018009437 of the O.P.R.B.C., South 02 degrees 54 minutes 25 seconds East, a distance of 2596.48 feet the northeasterly corner of a call 40 acre tract recorded in the name of E.R.M. Holdings, Inc. in File Number 2015023601 of the O.P.R.B.C.;

Thence, with the northerly line of said 40 acre tract, South 87 degrees 13 minutes 46 seconds West, a distance of 1316.96 feet to the northwesterly corner of said 40 acre tract;

Thence, with the westerly line of said 40 acre tract, South 02 degrees 46 minutes 33 seconds East, a distance of 1345.09 feet to the center of County Road 81 and being the northwesterly corner of a call 10.00 acre tract recorded in the name of Christy Ngo in File Number 2020011424 of the O.P.R.B.C.;

Thence, with the westerly line of said 10.00 acre tract and the westerly line of a call 29.88 acre tract recorded in the name of Dominic Joseph Magnabosco in File Number 2020035285 of the O.P.R.B.C., South 03 degrees 10 minutes 06 seconds East, a distance of 1320.01 feet to the southwesterly corner of said 29.88 acre tract;

Thence, with the southerly line of said 29.88 acre tract, North 86 degrees 48 minutes 25 seconds East, a distance of 1312.83 feet to the westerly line of a call 1101.117 acre tract recorded in the name of Iowa Colony Sterling Lakes, LTD. in File Number 03-075438 of the O.P.R.B.C.;

Thence, with said westerly line, South 02 degrees 51 minutes 05 seconds East, a distance of 3935.41 feet to the southeasterly corner of aforesaid 81.19 acre tract and being the middle of County Road 57 (Juliff Manvel Road);

Thence with the southerly line of said 81.19 acre tract, South 87 degrees 21 minutes 05 seconds West, a distance of 1320.48 feet to the southwesterly corner of said 81.19 acre tract;

Thence, with the westerly line of said 81.19 acre tract, the easterly lines of a call 1.00 acre tract styled as Tract 1 and call 1.00 acre tract styled as Tract 2, both recorded in the name of Delbert Lee Hutchinson in File Number 95-017047 of the O.P.R.B.C., and the easterly line of Brazoria Bend Country Club Estates, a subdivision recorded in Volume 17, Pages 273 and 274 of the Brazoria County Plat Records (B.C.P.R.), North 02 degrees 47 minutes 53 seconds West, a distance of 1319.36 feet to the northeasterly corner of said Brazoria Bend Country Club Estates;

Thence, with the northerly line of said Brazoria Bend Country Club Estates, South 87 degrees 34 minutes 02 seconds West, a distance of 41.50 feet to the southeasterly corner of aforesaid 58.82 acre tract;

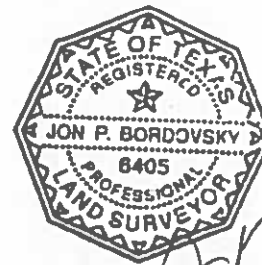
Thence, with the easterly line of said 58.82 acre tract, North 02 degrees 50 minutes 05 seconds West, a distance of 1319.57 feet to the northeasterly corner of said 58.82 acre tract;

Thence, with the northerly line of said 58.82 acre tract, South 87 degrees 22 minutes 47 seconds West, a distance of 1279.96 feet to the Point of Beginning and containing 386.345 acres of land.

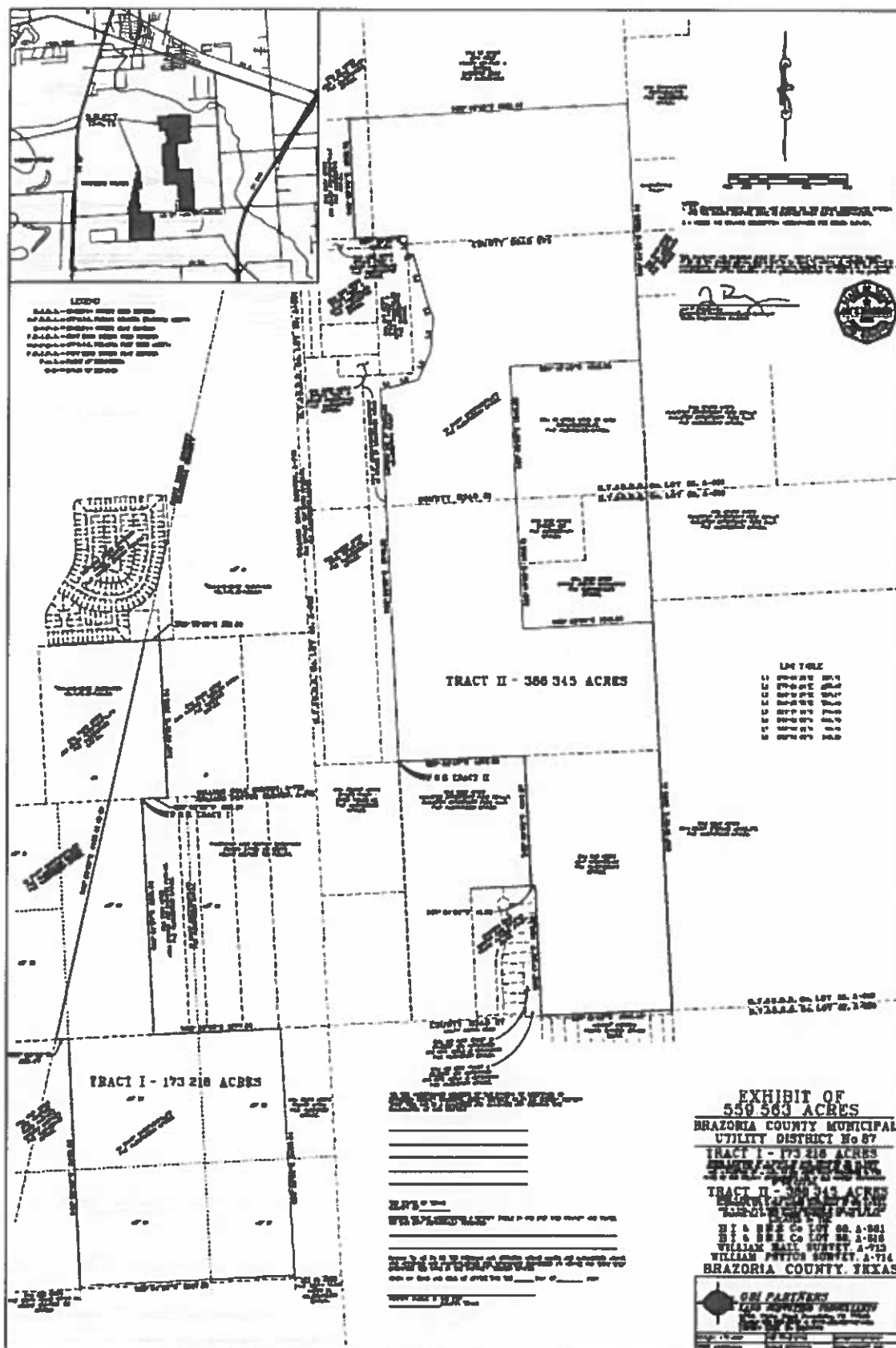
This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH AN EXHIBIT FILED IN PROJECT NUMBER 212102 AT GBI PARTNERS.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
September 29, 2021



JMB
9/29/2021



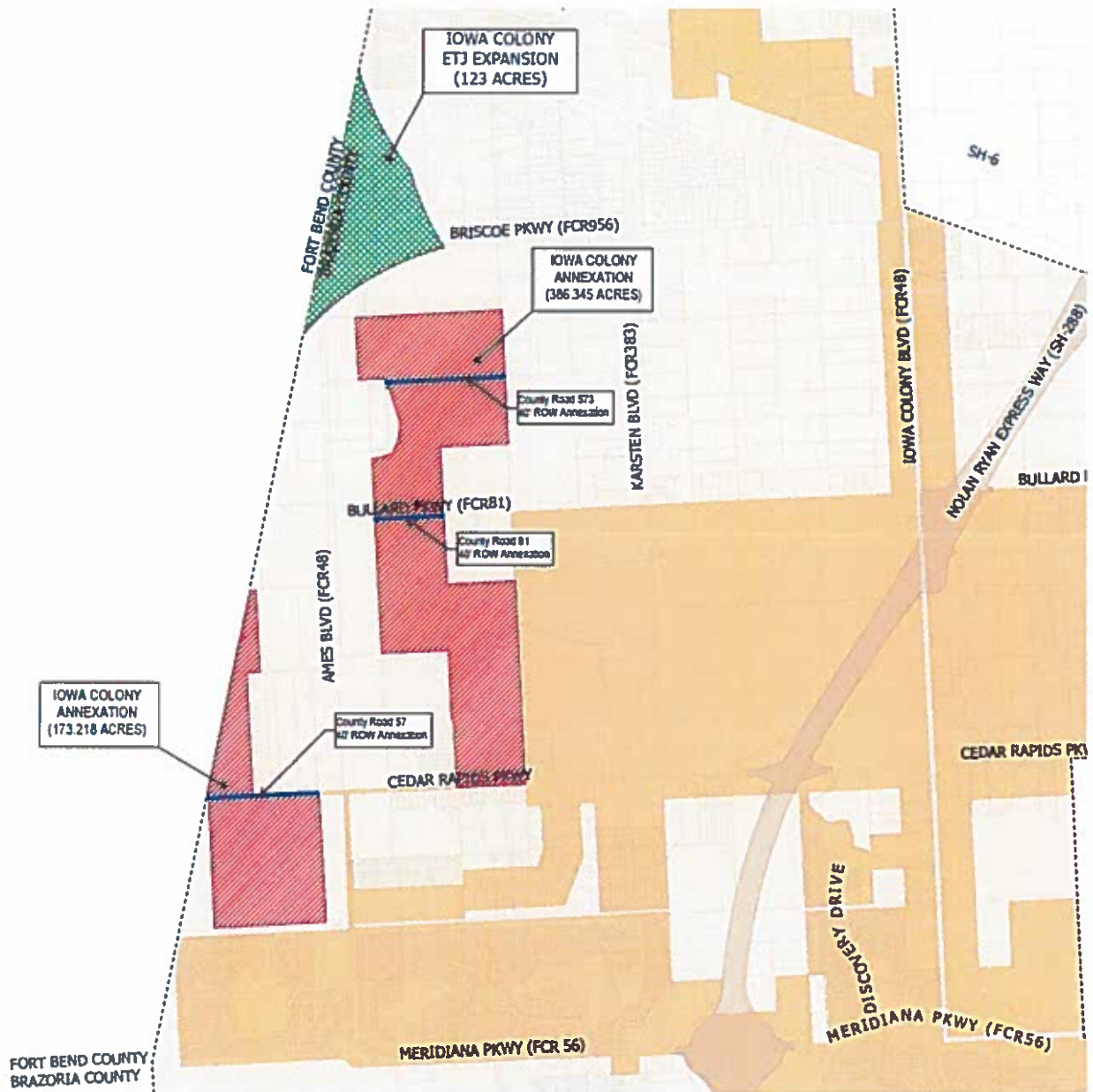


EXHIBIT “B”

MUNICIPAL SERVICE PLAN

CITY OF IOWA COLONY
MUNICIPAL SERVICE PLAN
For Proposed Annexation into City of County Roads to Be Included in MUD 87
April 7, 2022

GENERAL

The City of Iowa Colony, Texas (“the City”) intends to annex into the City all of the land to be included in Brazoria County Municipal Utility District No. 87 (“the District”). That annexation will include the county roads within that area. This Municipal Service Plan includes only the rights of way of those county roads, which greatly limits the amounts and types of public services required under this plan for those roads.

The entire annexation area, not just the roads, will be subject to a Municipal Services Agreement with the landowners, as distinguished from this Municipal Services Plan.

The area proposed for annexation (“the annexation area,” or “the area”), is shown on the attached property description and map, which are incorporated herein in full.

POLICE

Currently, the area is under the jurisdiction of the Brazoria County Sheriff’s Office. However, upon annexation, the City Police Department, supplemented by the Brazoria County Sheriff’s Office, will provide police services to the area.

FIRE

Fire suppression will be available to the area upon annexation. Primary fire response will be provided by the Iowa Colony Volunteer Fire Department. Fire services will also be provided by the Brazoria County Emergency Services District No. 3.

EMS

Emergency medical services will be available to the area upon annexation. Emergency medical services will be provided by Brazoria County Emergency Services District No. 3 and by the Iowa Colony Volunteer Fire Department.

BUILDING INSPECTION and CODE ENFORCEMENT

The Iowa Colony Building Official and Code Enforcement Officer will provide code enforcement services upon annexation. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for any new construction and remodeling and enforcing all other applicable codes that regulate building construction within the City.

The City will also provide various code enforcement services. These include zoning enforcement, animal control, subdivision regulation enforcement, and junk vehicle compliance, among other codes and ordinances the City has adopted.

PLANNING AND ZONING

The City's authority to regulate development and land use through the administration of the City's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City's Subdivision Ordinance.

CODE ENFORCEMENT

The City's Code Enforcement Officer will implement the enforcement of the City's ordinances and regulations in the annexed area on the effective date of the annexation.

STREETS

The annexation area is the right of way of roadways that already exist, although future expansions are expected. To the extent that improvements become necessary, either the City or a developer will provide them. City street improvements will be inspected by the City Engineer for compliance with the Design Criteria Manual. Maintenance of the publicly dedicated street facilities will be provided by the City upon the effective date of the annexation, subject to any obligation of the subdivider or other persons concerning streets.

STORM WATER MANAGEMENT

Developers will provide storm water drainage at their own expense, and such facilities will be inspected by the City Engineer at time of completion. The City will then maintain the public drainage systems following city approval and acceptance. Responsibility for any storm water drainage facilities not covered as provided above will be allocated the same as for street construction and maintenance, as herein provided.

STREET LIGHTING

Responsibility for street lighting will be allocated the same as for storm water management.

WATER SERVICE

If water service becomes necessary, a municipal utility district or the City will provide water service to the area in accordance with the applicable codes and City policy.

SANITARY SEWER SERVICE

The annexation area is unlikely to need sanitary sewer service, since it consists of roadway rights of way. If sanitary sewer service becomes necessary, the City or a municipal utility district will provide that service to the area in accordance with the applicable codes and City policy.

SOLID WASTE SERVICES

Solid Waste Collection shall be provided to the area by private contractors. Service shall comply with any City policies, beginning with occupancy of structures.

PARKS, PLAYGROUNDS, AND SWIMMING POOLS

Since the annexation area consists of road rights of way, no parks, playgrounds, or swimming pools are expected.

CAPITAL IMPROVEMENTS

To the extent that capital improvements become necessary, either the City or a developer will provide them, within any time limits provided by law.

MISCELLANEOUS

Any other applicable municipal services will be provided to the area in accordance with the City's established policies governing extension of municipal services to newly annexed areas.

SUBJECT TO CONTRACTS

The City has various agreements with developers, one or more municipal utility districts, and/or other governmental entities concerning the development of the area proposed for annexation, and other matters intended to optimize the land use, tax base, and/or efficient and economical provision of services in the area. This Service Plan is subject to the terms of any of those arrangements and does not waive or impair any of those terms.

EXHIBIT “C”

MUNICIPAL SERVICE AGREEMENT

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS
AND LANDOWNERS IN FUTURE
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87
(Authorized by Tex. Loc. Gov't Code sec. 43.0672)**

This Municipal Services Agreement ("Agreement") is entered into by the **City of Iowa Colony, Texas ("City")** and **258 Colony Investments, Ltd., 608 Colony Investments, Ltd., Ben Dibbern, Brenda Herrera, Doug Jeffrey, Austin Pace, and Ivy Taylor** (jointly and severally "Owner").

RECITALS

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

This agreement is authorized by Section 43.0672 of the Texas Local Government Code.

Owner owns approximately 559.563 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.

Each Owner signing this agreement represents and warrants that the Owners named herein are all of the Owners of the Property.

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

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. 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 upon the annexation of the Property into the City for general purposes, the

City will provide for the Property the municipal services set forth in this subsection, except as otherwise stated herein.

- 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.
 - v. Roads and Streets. Street construction in and adjoining the Property will be done by the developer or a public entity other than the City. The City will maintain any public city streets, streetlights, and regulatory signs over which the City has jurisdiction, beginning upon inspection of those items for compliance with city standards, and acceptance of those items by the City, except to the extent that another public entity or homeowners' association is obligated to provide those services.
- 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, provides fire protection services to the Property. Brazoria County Emergency Services District No. 3 provides fire protection services to some of the Property, and may annex the remainder of the Property and then provide fire protection services to the whole Property.
 - ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, provides emergency medical services to the Property. Brazoria County Emergency Services District No. 3 provides emergency medical services to some of the Property, and may annex the remainder of the Property and then provide emergency medical services to the whole Property.
 - iii. Stormwater Drainage. The City shall not be obligated to provide stormwater services. A Development Agreement for the Property governs the provision of those services.
 - iv. Water and Wastewater Utilities. The City shall not be obligated to provide stormwater services. A Development Agreement for the Property governs the provision of those services.
 - v. Solid Waste Services. At this time, the City does not provide solid waste services at this time.


- c. The City shall not be required to provide a service except as expressly provided by this Agreement.
 - d. Owner understands and acknowledges that any 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 generally 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.** 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.
- 14. RECORDING OF AGREEMENT.** This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.
- 15. NOT A THIRD-PARTY CONTRACT.** 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 section.
- 16. 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.
- 17. STATUTORY NON-BOYCOTT REPRESENTATION.** Each party other than the City certifies that it does not boycott the State of Israel and will not boycott the State of Israel during the term of this agreement.
- 18. 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 the parties.
- 19. EFFECTIVE DATE:** This Agreement shall be effective upon the annexation of the Property by the City.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: 
Michael Byrum-Bratsen,
Mayor

ATTEST:

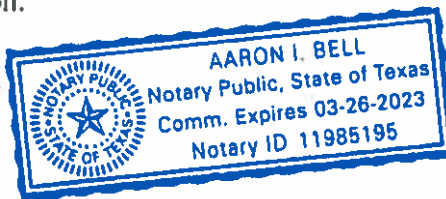

Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 23 day of May, 2022, by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: 
Notary Public, State of Texas

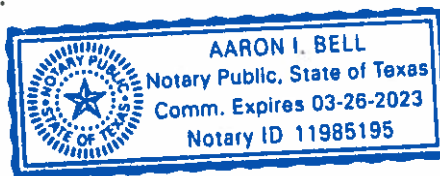


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 23 day of May, 2022, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: 
Notary Public, State of Texas



258 COLONY INVESTMENTS, LTD.
a Texas limited partnership

By: FW Companies, LLC
a Texas limited liability company
its General Partner


By: 
Name: Israel Fogiel
Title: President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 3rd day of March 2022, by Israel Fogiel, President of FW Companies, LLC, a Texas limited liability company, the General Partner of 258 Colony Investments, Ltd., a Texas limited partnership, on behalf of said entity.

(SEAL)




Notary Public, State of Texas

608 COLONY INVESTMENTS, LTD.
a Texas limited partnership

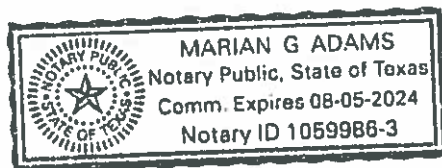
By: FW Companies, LLC
a Texas limited liability company
its General Partner

By: 
Name: Israel Fogiel
Title: President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 3rd day of March 2022, by Israel Fogiel, President of FW Companies, LLC, a Texas limited liability company, the General Partner of 608 Colony Investments, Ltd., a Texas limited partnership, on behalf of said entity.

(SEAL)




Notary Public, State of Texas

Ben Dibern
BEN DIBBERN

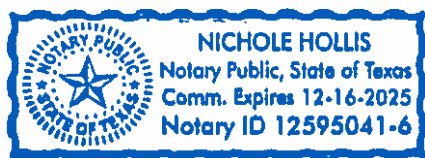
STATE OF TEXAS

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COUNTY OF Harris

This instrument was acknowledged before me on the 20th day of May, 2022, by Ben Dibern.

Nichole Hollis
Notary Public, State of Texas



Austin Pace
AUSTIN PACE

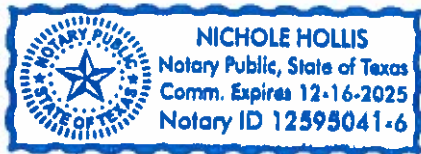
STATE OF TEXAS

COUNTY OF Harris

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This instrument was acknowledged before me on the 20th day of May, 2022, by Austin Pace.

Nichole Hollis
Notary Public, State of Texas





IVY TAYLOR

STATE OF TEXAS §
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COUNTY OF Harris §

This instrument was acknowledged before me on the 20th day of May, 2022, by Ivy Taylor.



Notary Public, State of Texas



Brenda Herrera
BRENDA HERRERA

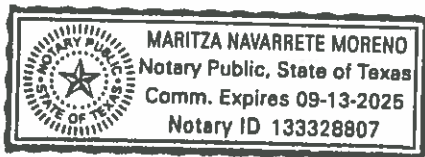
STATE OF TEXAS

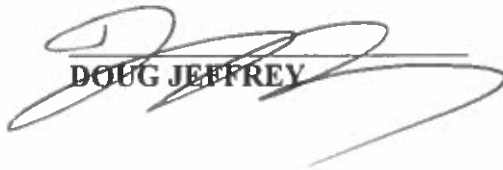
COUNTY OF Harris

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This instrument was acknowledged before me on the 20 day of May, 2022, by Brenda Herrera.

Maritza Navarrete Moreno
Notary Public, State of Texas



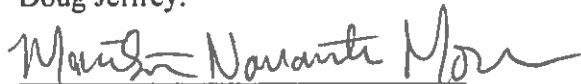

DOUG JEFFREY

STATE OF TEXAS

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COUNTY OF Harris

This instrument was acknowledged before me on the 20 day of May, 2022, by
Doug Jeffrey.


Notary Public, State of Texas

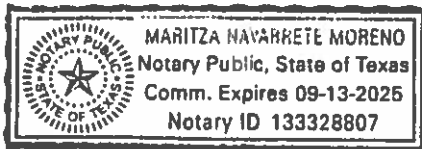


EXHIBIT “A”

PROPERTY DESCRIPTION

EXHIBIT "A"

Exhibit _____ Page 1 of 4 Pages

County: Brazoria
Project: Sharp Tract
Job No. 212102
MBS No. 21-386

FIELD NOTES FOR 559.563 ACRES

Being a tract containing 559.563 acres of land, located in the H.T. & B.R.R. Company Survey, Lot 68, Abstract Number 561, H.T. & B.R.R. Company Survey, Lot 58, Abstract Number 516, William Hall Survey, Abstract Number 713 and the William Pettus Survey, Abstract Number 714 in Brazoria County, Texas; said 559.563 acre tract being a portion of a tract conveyed to AA Sharp Investments, LTD. in File Number 2007068904 of the Official Public Records of Brazoria County (O.P.R.B.C.), a call 81.19 acre tract recorded in the name of Julip Holdings, L.L.C. in File Number 2014025313 of the O.P.R.B.C. and a portion of a call 44.995 acre tract recorded in the name of 258 Colony Investments, LTD. in File Number 2021080026 of the Official Records of Fort Bend County (O.R.F.B.C.); said 559.563 acre tract being more particularly described by two (2) metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

TRACT I: 173.218 ACRES

Beginning at the northwesterly corner of a call 20.00 acre tract recorded in the name of Area Storage and Business Park, Inc. in File Number 2006058190 of the O.P.R.B.C. and being on the southerly line of aforesaid 44.995 acre tract;

Thence, with the westerly line of said 20.00 acre tract, South 03 degrees 01 minute 57 seconds East, a distance of 2391.00 feet to the centerline of County Road 57 (Juliff-Manvel Road) and being on the southerly line of Lot 52 and the northerly line of Lot 53, Emigration Land Company Subdivision, a subdivision recorded in Volume 3 Page 128 of the Brazoria County Plat Records (B.C.P.R.);

Thence, with the centerline of said County Road 57, North 86 degrees 59 minutes 33 seconds East, a distance of 1277.55 feet to the northwesterly corner of a call 28.215 acre tract recorded in the name of William A. Tull in File Number 03-011501 of the O.P.R.B.C.;

Thence, with the westerly line of said 28.215 acre tract, South 03 degrees 26 minutes 30 seconds East, a distance of 2490.04 feet;

Thence, through and across Lot 57 and Lot 54, said Emigration Land Company Subdivision, South 86 degrees 54 minutes 36 seconds West, a distance of 2167.29 feet to the easterly line of a call 47.27 acre tract recorded in the name of Jose Martinez, Ramon Martinez and Juvencio Martinez in File Number 94-029430 of the O.R.F.B.C.;

Thence, with said easterly line, North 02 degrees 50 minutes 48 seconds West, a distance of 2493.09 feet to the aforesaid centerline of County Road 57;

Thence, with said centerline, South 86 degrees 59 minutes 33 seconds West, a distance of 128.47 feet;

Thence, through and across Lot 50, said Emigration Land Company Subdivision, aforesaid Lot 52 and aforesaid 44.995 acre tract, North 12 degrees 23 minutes 09 seconds East, a distance of 4132.41 feet to the northerly line of said 44.995 acre tract;

Thence, with said northerly line, North 86 degrees 55 minutes 29 seconds East, a distance of 152.40 feet to the northwesterly corner of a call 30.000 acre tract recorded in the name of Juan R. and Rebecca Garza in File Number 9876103 of the O.R.F.B.C.;

Thence, with the westerly line of said 30.000 acre tract, South 03 degrees 03 minutes 21 seconds East, a distance of 1593.34 feet to the southwesterly corner of said 30.000 acre tract and the southeasterly corner of aforesaid 44.995 acre tract;

Thence, with the southerly line of said 44.995 acre tract and the northerly line of aforesaid 20.00 acre tract, South 86 degrees 59 minutes 33 seconds West, a distance of 259.37 feet to the Point of Beginning and containing 173.218 acres of land.

TRACT II: 386.345 ACRES

Beginning at the northeasterly corner of a call 25.0207 acre tract styled as Tract I and recorded in the name of Bayou Rifles, Inc. in File Number 00-028088 of the O.P.R.B.C., the northwesterly corner of a call 58.82 acre tract recorded in the names of McAlister Opportunity Fund 2014, L.P. and McAlister Opportunity Fund III, L.P. in File Number 2017055969 of the O.P.R.B.C.

Thence, with a line previously recognized as the easterly line of a patent filed in the name of A.B. Langermann (cancelled via the Texas Court of Civil Appeals in Giraud, et al versus Huffman, 46 SW(2d), page 367), North 02 degrees 55 minutes 29 seconds West, a distance of 3778.29 feet;

Thence, through and across aforesaid AA Sharp Investments, LTD. tract, the following seven (7) courses:

- 1) North 79 degrees 48 minutes 25 seconds East, a distance of 137.71 feet;
- 2) North 73 degrees 46 minutes 28 seconds East, a distance of 253.03 feet;
- 3) North 24 degrees 18 minutes 27 seconds East, a distance of 307.17 feet;
- 4) North 04 degrees 23 minutes 35 seconds East, a distance of 349.88 feet;
- 5) North 21 degrees 17 minutes 16 seconds West, a distance of 178.00 feet;
- 6) North 16 degrees 42 minutes 03 seconds West, a distance of 499.70 feet;
- 7) South 88 degrees 38 minutes 11 seconds West, a distance of 55.76 feet to the easterly line of a call 10.77 acre tract styled as Tract IV and recorded in the name of Baker Process, Inc. in File Number 2010007796 of the O.P.R.B.C.;

Thence, with said easterly line, North 02 degrees 54 minutes 49 seconds West, a distance of 183.38 feet to the northeasterly corner of said 10.77 acre tract;

Thence, with the northerly line of said 10.77 acre tract and the northerly line of a call 1.320 acre tract styled as Tract V and recorded in the name of Baker Process, Inc. in File Number 2010007798 of the O.P.R.B.C., South 87 degrees 05 minutes 31 seconds West, a distance of 520.84 feet to the southeasterly corner of a call 15.987 acre tract recorded in the name of 258 Colony Investments, L.L.C in File Number 2019127945 of the O.R.F.B.C.;

Thence, with the easterly line of said 15.987 acre tract North 03 degrees 03 minutes 55 seconds West, a distance of 1208.76 feet to the northeasterly corner of said 15.987 acre tract and being on the southerly line of a call 26 acre tract recorded in the name of Jean W. Payne Trust in File Number 1997040600 of the O.P.R.B.C.;

Thence, with said southerly line and the southerly line of a call 80 acre tract recorded in the name of John Price in Volume 287, Page 11 of the O.P.R.B.C., North 86 degrees 49 minutes 06 seconds East, a distance of 2831.42 feet to the westerly line of a call 57.471 acre tract recorded in the name of Maryfield, LTD. in File Number 2005018713 of the O.P.R.B.C.;

Thence, with said westerly line, the westerly line of an unidentified tract, the westerly line of a call 60.001 acre tract recorded in the name Michael J. Gentry in File Number 2020011282 of the O.P.R.B.C. and the westerly line of a call 127.270 acre tract recorded in the name of McAlister Opportunity Fund 2014, L.P. and McAlister Opportunity Fund III, L.P. in File Number 2018009437 of the O.P.R.B.C., South 02 degrees 54 minutes 25 seconds East, a distance of 2596.48 feet to the northeasterly corner of a call 40 acre tract recorded in the name of E.R.M. Holdings, Inc. in File Number 2015023601 of the O.P.R.B.C.;

Thence, with the northerly line of said 40 acre tract, South 87 degrees 13 minutes 46 seconds West, a distance of 1316.96 feet to the northwesterly corner of said 40 acre tract;

Thence, with the westerly line of said 40 acre tract, South 02 degrees 46 minutes 33 seconds East, a distance of 1345.09 feet to the center of County Road 81 and being the northwesterly corner of a call 10.00 acre tract recorded in the name of Christy Ngo in File Number 2020011424 of the O.P.R.B.C.;

Thence, with the westerly line of said 10.00 acre tract and the westerly line of a call 29.88 acre tract recorded in the name of Dominic Joseph Magnabosco in File Number 2020035285 of the O.P.R.B.C., South 03 degrees 10 minutes 06 seconds East, a distance of 1320.01 feet to the southwesterly corner of said 29.88 acre tract;

Thence, with the southerly line of said 29.88 acre tract, North 86 degrees 48 minutes 25 seconds East, a distance of 1312.83 feet to the westerly line of a call 1101.117 acre tract recorded in the name of Iowa Colony Sterling Lakes, LTD. in File Number 03-075438 of the O.P.R.B.C.;

Thence, with said westerly line, South 02 degrees 51 minutes 05 seconds East, a distance of 3935.41 feet to the southeasterly corner of aforesaid 81.19 acre tract and being the middle of County Road 57 (Juliff Manvel Road);

Thence with the southerly line of said 81.19 acre tract, South 87 degrees 21 minutes 05 seconds West, a distance of 1320.48 feet to the southwesterly corner of said 81.19 acre tract;

Thence, with the westerly line of said 81.19 acre tract, the easterly lines of a call 1.00 acre tract styled as Tract 1 and call 1.00 acre tract styled as Tract 2, both recorded in the name of Delbert Lee Hutchinson in File Number 95-017047 of the O.P.R.B.C., and the easterly line of Brazoria Bend Country Club Estates, a subdivision recorded in Volume 17, Pages 273 and 274 of the Brazoria County Plat Records (B.C.P.R.), North 02 degrees 47 minutes 53 seconds West, a distance of 1319.36 feet to the northeasterly corner of said Brazoria Bend Country Club Estates;

Thence, with the northerly line of said Brazoria Bend Country Club Estates, South 87 degrees 34 minutes 02 seconds West, a distance of 41.50 feet to the southeasterly corner of aforesaid 58.82 acre tract;

Thence, with the easterly line of said 58.82 acre tract, North 02 degrees 50 minutes 05 seconds West, a distance of 1319.57 feet to the northeasterly corner of said 58.82 acre tract;

Thence, with the northerly line of said 58.82 acre tract, South 87 degrees 22 minutes 47 seconds West, a distance of 1279.96 feet to the Point of Beginning and containing 386.345 acres of land.

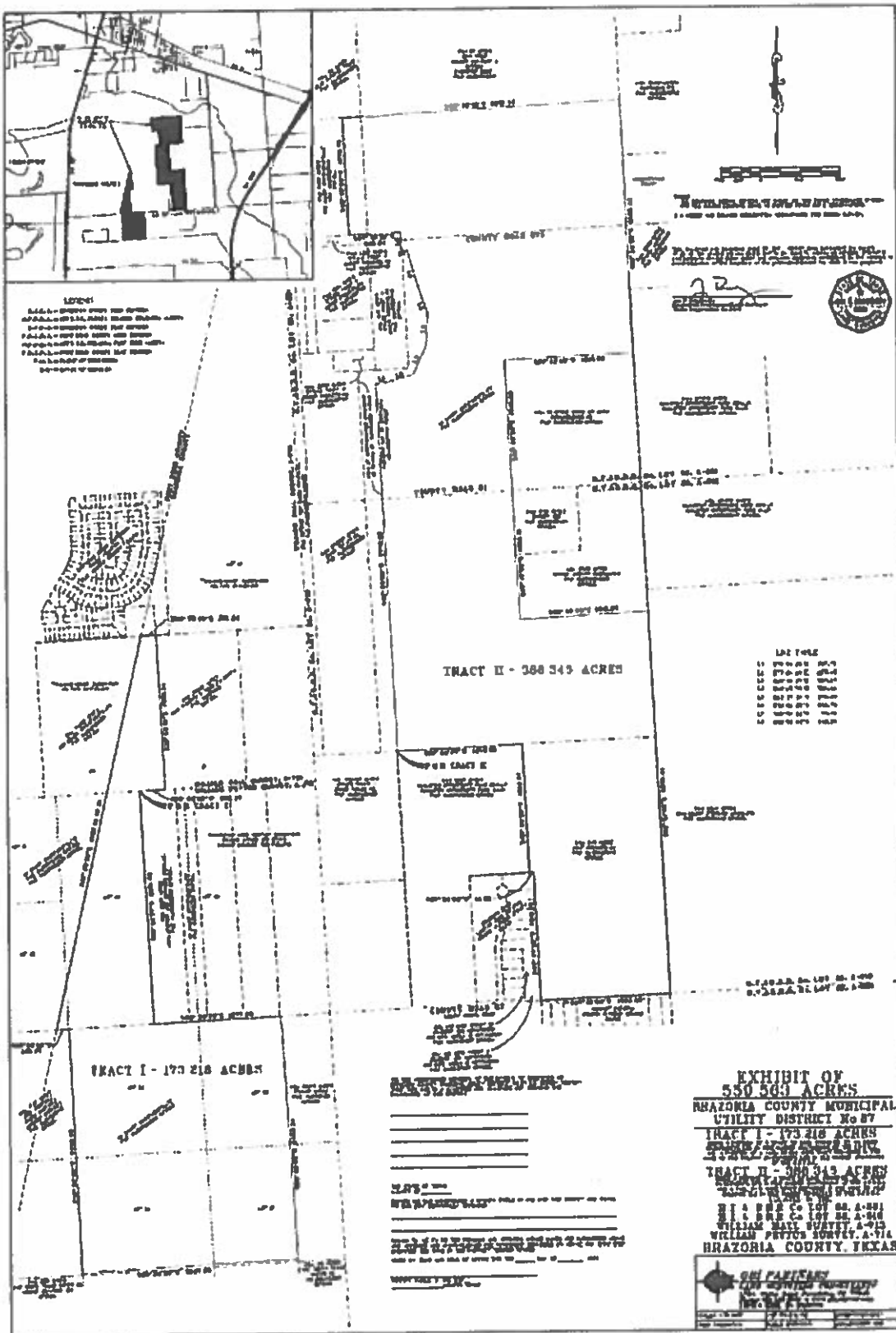
This document was prepared under 22 TAC 663.21. does not reflect the results of an on the ground survey, and is not to be used to convey or establish interest in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

THIS DESCRIPTION WAS PREPARED IN CONNECTION WITH AN EXHIBIT FILED IN PROJECT NUMBER 212102 AT GBI PARTNERS.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
September 29, 2021



JMB
09/29/2021



CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

I, the undersigned City Secretary of The City of Iowa Colony do hereby certify as follows:

The City Council of the City of Iowa Colony convened in regular session on the 23rd day of May, 2022, at the regular meeting place thereof in the City Hall; and the roll was called of the duly constituted members of said Board, to-wit:

Michael Byrum-Bratsen
McLean Barnett
Arnetta Murray
Marquette Greene-Young
Wil Kennedy
Chad Wilsey

Mayor
Councilman
Councilwoman
Councilwoman
Councilman
Mayor Pro-Tem/Councilman

and none being absent, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING CERTAIN PROPERTY EXPECTED TO BE IN FUTURE BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87 AND CERTAIN COUNTY ROADS, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICE PLAN AND A MUNICIPAL SERVICE AGREEMENT; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

was introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted; and, after due discussion, the motion, carrying with it the adoption of the Ordinance, prevailed and carried by a vote of:

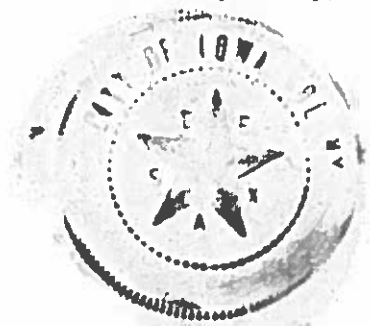
AYES: 6

NOES: 0

ABSTAIN: 0

That a true, full and correct copy of the aforesaid Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Ordinance has been duly recorded in the City Council's minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council were duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Ordinance would be introduced and considered for adoption at the meeting, and each of the members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Vernon's Texas Codes Annotated, Chapter 551, Government Code.

SIGNED this 24th day of May, 2022.



Kayleen Rossen
City Secretary

FILED and RECORDED

Instrument Number: 2022031953

Filing and Recording Date: 05/26/2022 10:31:30 AM Pages: 34 Recording Fee: \$154.00

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 black ink, appearing to read "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-emily