

**ORDINANCE NO. 2022-16**

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

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

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 of land is authorized by Section 43.0671 of the Texas Local Government Code and all other applicable law.
3. The owners of the property annexed by this ordinance have 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 this City.
8. The City of Iowa Colony has adopted and entered into and hereby adopts and enters into the **Municipal Services Agreement** attached hereto as **Exhibit "B"** and incorporated herein in full.
9. 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.

10. 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.

11. 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 DECEMBER 19, 2022.**

**CITY OF IOWA COLONY, TEXAS**

By:   
**MICHAEL BYRUM-BRATSEN,**  
**MAYOR**

**ATTEST:**

  
**KAYLEEN ROSSER, CITY SECRETARY**

Iowa Colony/Ordinance/Annexation/Ord Annexing into City Additional Land re MUD 87



**EXHIBIT “A”  
TO ANNEXATION ORDINANCE –  
ANNEXED AREA**

**Including Descriptions and Maps  
of the Entire Annexed Area**

County: Brazoria  
Project: Price Tract  
Job No. 212102  
MBS No. 22-529

**FIELD NOTES FOR 49.069 ACRES**

Being a tract containing 49.069 acres of land, located in the William Hall Survey, Abstract Number 713 in Brazoria County, Texas; said 49.069 acre tract being a portion of a call 50.029 acre tract recorded in the name of D.R. Horton-Texas, LTD. in File Number 2022033742 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 49.069 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at the southeasterly corner of said 50.029 acre tract, the northeasterly corner of a call 25.0 acre tract recorded in the name of Bayou Rifles, Inc. in File Number 2016033329 of the O.P.R.B.C. and being on the westerly line of a call 100-foot wide Right-of-Way (R.O.W.) recorded in the name of Bayou Rifles, Inc. in File Number 2001052768 of the O.P.R.B.C.;

Thence, with the southerly line of said 50.029 acre tract, South 86 degrees 55 minutes 29 seconds West, a distance of 1368.32 feet to the southwesterly corner of said 50.029 acre tract;

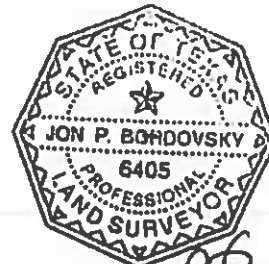
Thence, with the westerly line of said 50.029 acre tract and partially with the easterly line of Southern Colony Expansion Phase 1, Section 3, a subdivision recorded in Plat Number 20210014 of the Fort Bend County Plat Records (F.B.C.P.R.), North 03 degrees 04 minutes 56 seconds West, a distance of 1042.99 feet;

Thence, through and across said 50.029 acre tract, North 12 degrees 23 minutes 09 seconds East, a distance of 570.29 feet to the northerly line of said 50.029 acre tract and the southerly line of Caldwell Ranch Section 6, a subdivision recorded in Plat Number 20220058 of the F.B.C.P.R.;

Thence, with said southerly line, North 86 degrees 55 minutes 29 seconds East, a distance of 1216.22 feet to the northeasterly corner of said 50.029 acre tract, the southeasterly corner of said Caldwell Ranch Section 6 and being on the westerly line of aforesaid 100-foot wide R.O.W.;

Thence, with said westerly line, South 03 degrees 04 minutes 56 seconds East, a distance of 1592.64 feet to the **Point of Beginning** and containing 49.069 acres of land.

GBI PARTNERS  
TBPELS Firm No. 10130300  
Ph: 281.499.4539  
October 27, 2022



*JPB*  
10/27/2022

CALDWELL RANCH SECTION 6  
PLAT No.20220058 F.B.C.P.R.

FORT BEND COUNTY  
BRAZORIA COUNTY

RESERVE 'B'

H. T. & M. A. Co.  
LOP. CO. A-997

SCALE: 1" = 400'

49.069  
ACRES

CALL 50.029 ACRES  
D.R.HORTON-TEXAS,LTD.  
FILE No.2022033742  
O.P.R.B.C.

CALL 50029 ACRES  
D.R. HORTON-TEXAS, LTD.  
FILE No. 2022033742  
O.P.R.B.C.

CALL 5426680 ACRES  
BAYOU RIFLES, INC.  
FILE No. 2000028088  
OPRBC.

CALL 100 WIDE ROW BAYOU RIFLES, INC.  
100 WIDE ROW BAYOU RIFLES, INC.

POB  
M. F. A. S. R. Co. LOT 68, A-578

POE

CALL 250 ACRES  
BAYOU RIFLES, INC.  
FILE HQ206033329  
QPRBC.

CALL 3007 ACRES  
258 COLONY  
INVESTMENTS LTD.  
FILE NO 2022054850  
OPRBC.

CALL 44995 ACRES  
258 COLONY INVESTMENTS LTD  
FILE #02021080026  
ORF E.C.



**GBI PARTNERS**

**LAND SURVEYING CONSULTANTS**  
TPELS FIRM No. 10130300  
4724 Vista Road Pasadena, Texas 77505  
Phone: 281-499-4539 • [www.gbisurvey.com](http://www.gbisurvey.com)

JOB NO: 212102  
SCALE: 1"=400'  
DATE: 10/27/2022  
MBS No.: 22-529

EXHIBIT OF

49.069 ACRES

BEING A PORTION OF A CALL 50.029 ACRE TRACT  
RECORDED IN THE NAME OF D.R.HORTON-TEXAS,LTD.  
IN FILE NUMBER 2021062781 OF THE O.P.R.B.C.

LOCATED IN THE  
WILLIAM HALL SURVEY, A-713  
BRAZORIA COUNTY, TEXAS  
OCTOBER 2022

County: Brazoria  
Project: Garza Tract  
Job No. 222202  
MBS No. 22-129 (Revised)

**FIELD NOTES FOR 30.017 ACRES**

Being a tract containing 30.017 acres of land, located in the William Hall Survey, Abstract Number 713 in Brazoria County, Texas; said 30.017 acre tract being a call 30.017 acre tract recorded in the name of 258 Colony Investments, LTD. in File Number 2022054850 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 30.017 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at the southwesterly corner of said 30.017 acre tract and the southeasterly corner 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.);

Thence, with the easterly line of said 44.995 acre tract and the westerly line of said 30.017 acre tract, North 03 degrees 03 minutes 21 seconds West, a distance of 1593.34 feet to a 1-inch iron pipe found at the northwesterly corner of said 30.017 acre tract, the northeasterly corner of said 44.995 acre tract;

Thence, with the northerly line of said 30.017 acre tract, North 86 degrees 55 minutes 29 seconds East, a distance of 820.89 feet to a 5/8-inch iron rod found at the northeasterly corner of said 30.017 acre tract and the northwesterly corner of a call 25.0 acre tract recorded in the name of Bayou Rifles, Inc. in File Number 2016033329 of the O.P.R.B.C., from which a 5/8-inch iron rod found at the northeasterly corner of said 25.0 acre tract bears North 86 degrees 55 minutes 29 seconds East, a distance of 683.64 feet;

Thence, with the common line of said 30.017 acre tract and 25.0 acre tract, South 03 degrees 03 minutes 09 seconds East, a distance of 1591.58 feet to a 1/2-inch iron rod found at the southeasterly corner of said 30.017 acre tract, the southwesterly corner of said 25.0 acre tract and being on the northerly line of a call 19.511 acre tract recorded in the name of Correia Holdings, Inc. in File Number 2007019204 of the O.P.R.B.C., from which a 5/8-inch iron rod found at the southeasterly corner of said 25.0 acre tract bears North 86 degrees 57 minutes 11 seconds East, a distance of 684.41 feet;

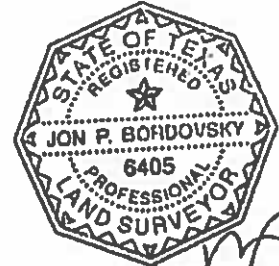
Thence, with the southerly line of said 30.017 acre tract, the following two (2) courses:

- 1) South 86 degrees 42 minutes 09 seconds West, at a distance of 179.20 feet pass a 1-inch iron pipe found at the northwesterly corner of said 19.511 acre tract and the northeasterly corner of a call 19.4976 acre tract recorded in the name of Correia Holdings, Inc. in File Number 2005017738 of the O.P.R.B.C., in all a distance of 539.33 feet to a 1-inch iron

pipe found at the northwesterly corner of said 19.4976 acre tract and the northeasterly corner of a call 9.748 acre tract recorded in the name of Bernardo and Maria Daniel in File Number 2005010607 of the O.P.R.B.C.;

- 2) South 86 degrees 59 minutes 33 seconds West, at a distance of 181.09 feet pass a 5/8-inch iron rod found at the northwesterly corner of said 9.748 acre tract and the northeasterly corner of a call 20.00 acre tract recorded in the name of Shinwari Properties, LLC in File Number 2021040570 of the O.P.R.B.C., in all a distance of 281.47 feet to the Point of Beginning and containing 30.017 acres of land.

GBI PARTNERS  
TBPELS Firm No. 10130300  
Ph: 281.499.4539  
June 21, 2022  
(Revised 10/27/2022)



*JPB*  
10/27/2022

SOUTHERN COLONY  
EXPANSION  
PHASE 1 SECTION 3  
PLAT No. 2020004  
F.B.C.P.R.

RESERVE 'C'

RESERVE 'B'

CALL 50029 ACRES  
D.R. HORTON TEXAS, LTD.  
FILE No. 2022033742  
O.P.R.B.C.



FORT BEND COUNTY  
BRAZORIA COUNTY

CALL 44935 ACRES  
258 COLONY INVESTMENTS, LTD.  
FILE No. 2020080026  
O.P.R.B.C.

30.017  
ACRES

CALL 30017 ACRES  
258 COLONY  
INVESTMENTS, LTD.  
FILE No. 2022054850  
O.P.R.B.C.

CALL 250 ACRES  
BAYOU RIFLES, INC.  
FILE No. 2016033329  
O.P.R.B.C.

WILLIAM HALL SURVEY, A-713

P.O.B.

CALL 2000 ACRES  
SHINWARI PROPERTIES, LLC  
FILE No. 2021040570  
O.P.R.B.C.

CALL 9748 ACRES  
BERNARDO & MARIA DANIEL  
FILE No. 2005010607  
O.P.R.B.C.

CALL 19,4976 ACRES  
CORREIA HOLDINGS, INC.  
FILE No. 2005010738  
O.P.R.B.C.

WILLIAM PETTUS  
SURVEY, A-714

CALL 19511 ACRES  
CORREIA HOLDINGS, INC.  
FILE No. 20010105204  
O.P.R.B.C.

CALL 281869 ACRES  
BAYOU RIFLES, INC.  
FILE No. 97-002566  
O.P.R.B.C.



**GBI PARTNERS**

LAND SURVEYING CONSULTANTS  
TBPELS FIRM No. 10130300  
4724 Vista Road Pasadena, Texas 77606  
Phone: 281-499-4539 • www.gbisurvey.com

JOB NO: 222202  
SCALE: 1"=300'  
DATE: 10/27/2022  
MBS No.: 21-129

EXHIBIT OF

**30.017 ACRES**

BEING A CALL 30017 ACRE TRACT RECORDED IN THE  
NAME OF 258 COLONY INVESTMENTS, LTD IN FILE  
NUMBER 2022054850 OF THE O.P.R.B.C.

LOCATED IN THE  
WILLIAM HALL SURVEY, A-713  
BRAZORIA COUNTY, TEXAS  
OCTOBER 2022



County: Brazoria  
Project: Sliver Tract  
Job No. 212102  
MBS No. 22-528

**FIELD NOTES FOR 1.000 ACRE**

Being a tract containing 1.000 acre of land, located in the H.T.& B.R.R. Company Survey, Lot Number 68, Abstract Number 561 in Brazoria County, Texas; said 1.000 acre tract being a portion of a call 306.158 acre tract styled as Parcel 3 and recorded in the name of 608 Colony Investments, LTD. in File Number 2021062781 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 1.000 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

**Beginning** at the southeasterly corner of a call 2.000 acre tract styled as Tract III and recorded in the name of Baker Process, Inc. in File Number 2010007797 of the O.P.R.B.C. and the southwesterly corner 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.;

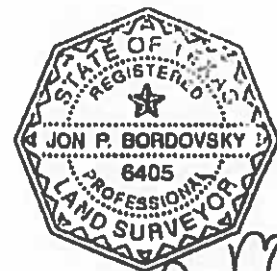
Thence, with the southerly line of said 10.77 acre tract and the southerly line of a call 4.364 acre tract recorded in the name of Baker Process, Inc. in File Number 2022032266 of the O.P.R.B.C., North 87 degrees 04 minutes 52 seconds East, a distance of 417.86 feet to the southeasterly corner of said 4.364 acre tract;

Thence, through and across aforesaid 306.158 acre tract, the following three (3) courses:

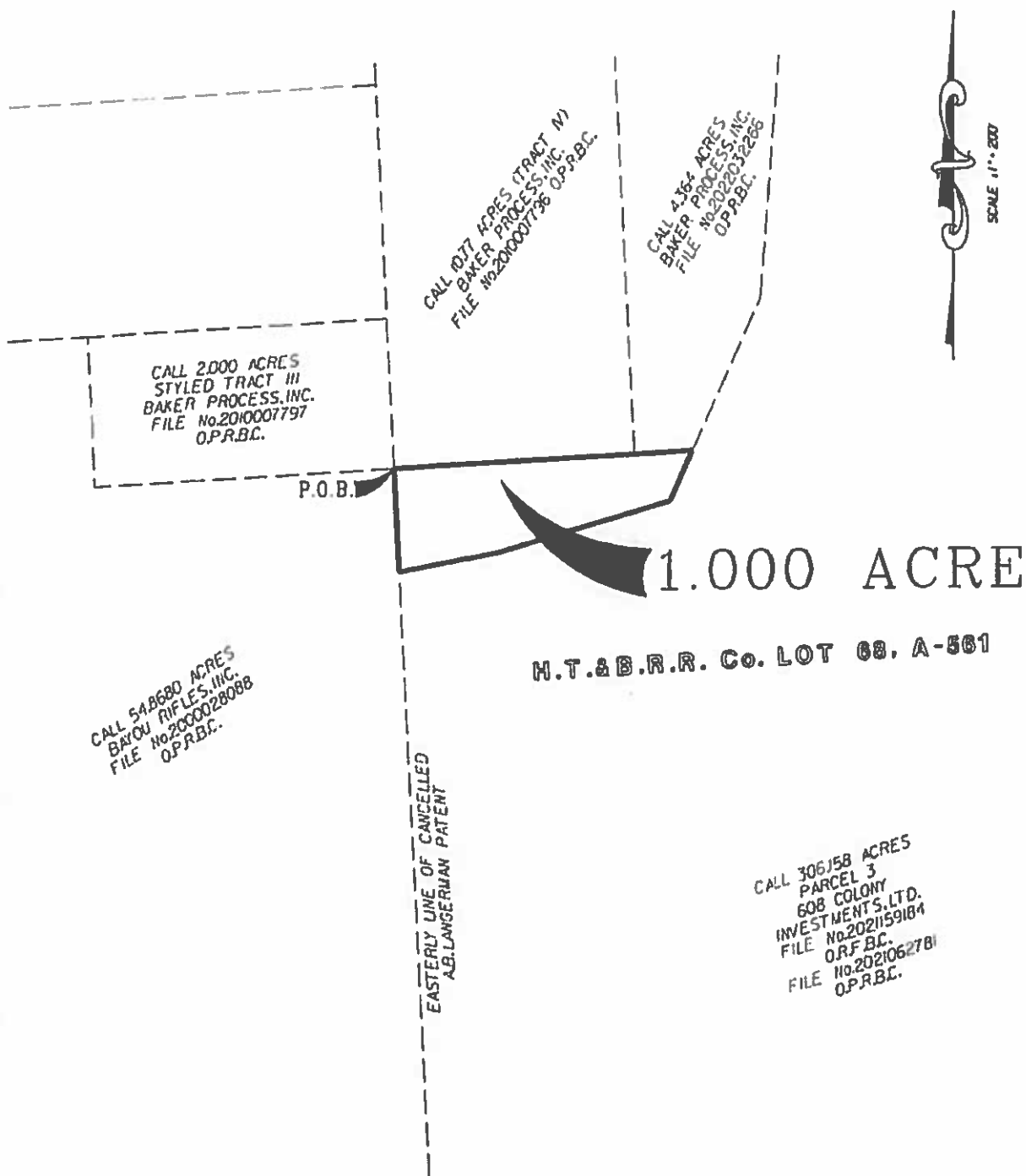
- 1) South 24 degrees 18 minutes 27 seconds West, a distance of 76.51 feet;
- 2) South 73 degrees 46 minutes 28 seconds West, a distance of 253.03 feet;
- 3) South 79 degrees 48 minutes 25 seconds West, a distance of 137.71 feet to the westerly line of said 306.158 acre tract;

Thence, with said line, North 02 degrees 55 minutes 29 seconds West, a distance of 143.71 feet to the **Point of Beginning** and containing 1.000 acre of land.

GBI PARTNERS  
TBPELS Firm No. 10130300  
Ph: 281.499.4539  
October 27, 2022



*Jon P. Bordovsky*  
10/27/2022



## GBI PARTNERS

LAND SURVEYING CONSULTANTS  
TBPELS FIRM No. 10130300  
4724 Vista Road Pasadena, Texas 77506  
Phone: 281-499-4539 • www.gbisurvey.com

JOB NO: 212102  
SCALE: 1"=200'  
DATE: 10/27/2022  
MBS No. 122-528

EXHIBIT OF

# 1.000 ACRE

BEING A PORTION OF A CALL 306.158 ACRE TRACT STYLED AS PARCEL 3 AND RECORDED IN THE NAME OF 608 COLONY INVESTMENTS, LTD. IN FILE NUMBER 2021062781 OF THE O.P.R.B.C.

LOCATED IN THE  
H.T.&B.R.R. Co. LOT 68, A-561  
BRAZORIA COUNTY, TEXAS  
OCTOBER 2022

**EXHIBIT "B"**  
**TO ANNEXATION ORDINANCE -**  
**MUNICIPAL SERVICE AGREEMENT**

**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF IOWA COLONY, TEXAS  
AND LANDOWNERS TO BE ANNEXED INTO  
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., and D.R. Horton – Texas, Ltd. (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 80.086 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~~ water and wastewater 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  
Michael Byrum-Bratsen,  
Mayor

ATTEST:

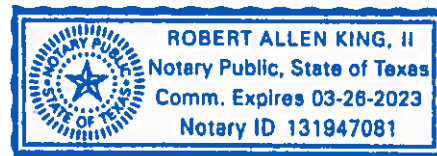
Kayleen Rosser  
Kayleen Rosser,  
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 19 day of December, 2022 by Michael Byrum-Bratsen, as Mayor of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: RAK  
Notary Public, State of Texas

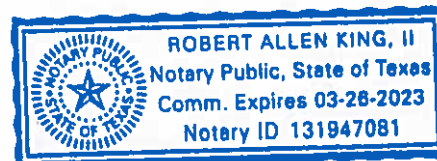


STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 27 day of December, 2022, by Kayleen Rosser, as City Secretary of the City of Iowa Colony, a Texas municipal corporation, on behalf of said corporation.

By: RAK  
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:   
Brad Richie, Secretary

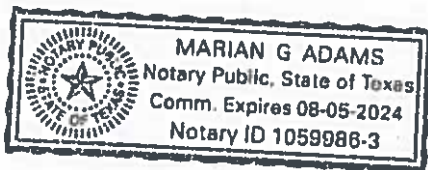
STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

This instrument was acknowledged before me on the 8<sup>th</sup> day of November, 2022 by Brad Richie, Secretary 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.

Marian G. Adams  
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:   
Brad Richie, President

STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

This instrument was acknowledged before me on the 8<sup>th</sup> day of November, 2022 by Brad Richie, Secretary 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

  
Notary Public, State of Texas



**D.R. HORTON – TEXAS, LTD.**  
**a Texas limited partnership**

By: D.R. Horton, Inc. a Delaware corporation  
Its Authorized Agent

By: 

Name: Ernie Loeb

Title: Division Vice President

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

This instrument was acknowledged before me on DECEMBER 1, 2022, by Ernie Loeb, Division VP of D.R. Horton – Texas, Ltd., a Texas limited partnership by its agent, D.R. Horton, Inc. a Delaware corporation, on behalf of said corporation.



  
Notary Public, State of Texas

(NOTARY SEAL)

## 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 19th day of December 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  
Wil Kennedy  
Chad Wilsey

Mayor  
Councilman  
Councilwoman  
Councilman  
Mayor Pro-Tem/Councilman

and Councilwoman Marquette Greene-Young 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 INTO THE CITY CERTAIN PROPERTY EXPECTED TO BE IN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 87, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES 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:   5  

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 27th day of December, 2022.

  
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City Secretary



# FILED and RECORDED

Instrument Number: 2022069585

Filing and Recording Date: 12/27/2022 03:48:27 PM Pages: 21 Recording Fee: \$102.00

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".

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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