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 17th day of April 2023, 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 Mayor
McLean Barnett Councilman
Marquette Greene-Scott Councilwoman
Wil Kennedy Councilman
Chad Wilsey Mayor Pro Tem

and Arnetta Murray 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 CRYSTAL VIEW DRIVE FROM MERIDIANA PARKWAY TO AMES BOULEVARD, AS MORE FULLY DESCRIBED HEREIN; ADOPTING 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: _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 20th day of April, 2023.

STATE OF THE STATE

Total Pages: 23 MP

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING CRYSTAL VIEW DRIVE FROM MERIDIANA PARKWAY TO AMES BOULEVARD, 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, Texas, is the political subdivision that maintains the road and road right of way herein described and is the owner of that road and road right of way ("the Annexed Area"). Brazoria County has requested this annexation.
 - 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 APRIL 17, 2023.

CITY OF IOWA COLONY, TEXAS

MICHAEL BYRUM-BRATSEN,

MAYOR

ATTEST:

KAYLEEN ROSSER, CITY SECRETARY



Iowa Colony/Ordinance/Annexation/Ord Annexing Part of Crystal View Drive

EXHIBIT "A" ANNEXED AREA

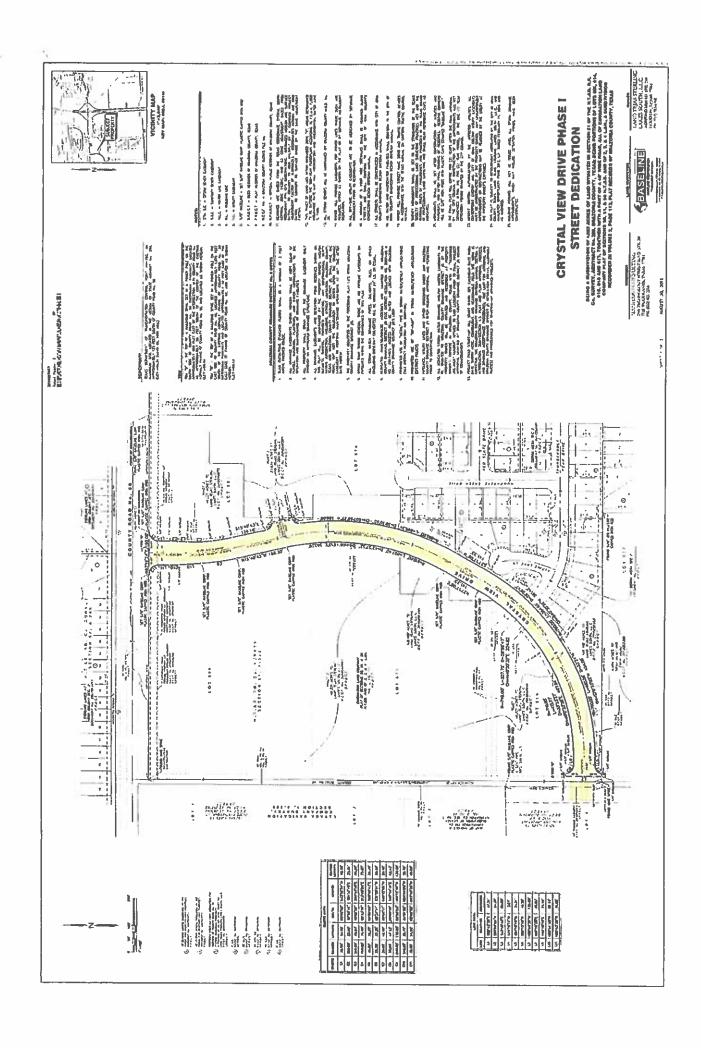
The entire width of the right of way of Crystal View Drive from its intersection with the right of way of Meridiana Parkway, southward and westward along the right of way of Crystal View Drive to the eastern edge of its intersection with the right of way of Ames Boulevard. That Annexation Area includes three Tracts, as follows:

Tract One: All of the right of way of Crystal View Drive from Meridiana Parkway to County Road 48, as shown on the Plat of Crystal View Drive Phase I Street Dedication recorded as Document Number 2019057667 in the Official Records of Brazoria County, Texas;

Tract Two: The portion of the right of way of Crystal View Drive from its intersection with the right of way of County Road 48 to its intersection with the east side of the right of way of Ames Boulevard, as shown on the Plat of Crystal View Drive Phase II Street Dedication and Reserves recorded as Document Number 2019057701 in the Official Records of Brazoria County, Texas; and

Tract Three: The portion of the right of way of Crystal View Drive within its intersection with the right of way of County Road 48, between Tracts One and Two herein described.

Property descriptions and copies of the above described plats **are attached hereto** as part of this Exhibit "A".



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STREET DEDICATION







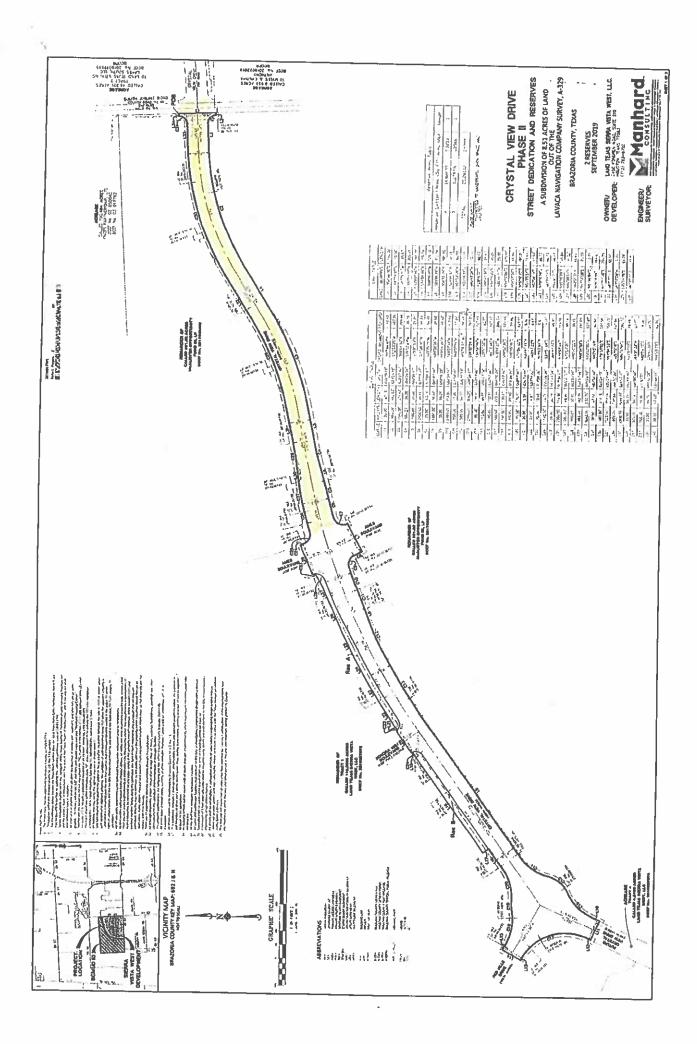








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COUNTY OF BRAZORIA

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A SUBDIVISION OF 8,51 ACRES OF LAND OUT OF THE LAVACA NAVIGATION COMPANY SURVEY, A-329 STREET DEDICATION AND RESERVES CRYSTAL VIEW DRIVE PHASE II BRAZORIA COUNTY, TEXAS

2 RESERVES SEPTEMBER 2019

OWNER LIAD TEAS BERNA YEST, LLC. DEVELOPER 1995 TO PASS FROM 1997 TO 1995 (173) TASS FROM 199

ENGINEER/ SURVEYOR:

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City of Iowa Colony 0.129 Acre Annexation Tract County Road 48 (South Airline Road) Lavaca Navigation Co. Survey, A-329 H.T. & B.R.R. Co. Survey, A-288

ANNEXATION TRACT

STATE OF TEXAS

§

COUNTY OF BRAZORIA

8

METES AND BOUNDS DESCRIPTION of a 0.129-acre tract in the Lavaca Navigation Co. Survey, Abstract No. 329 and the H.T. & B.R.R. Co. Survey, Abstract No. 288, Brazoria County, Texas. Said 0.129-acre tract is in the right-of-way of County Road 48 (South Airline Road, based on a width of 40-feet) as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the west line of said County Road 48 with the southerly right-of-way line of Crystal View Drive (variable width). Said point is the most easterly southeast corner of Crystal View Drive, Phase II, Street Dedication and Reserves Subdivision as recorded in Clerk's File No. 2019057701 in the Brazoria County Clerk's Office;

THENCE, North 02°44'32" West, along the west line of said County Road 48, same being the east line of said Crystal View Drive, Phase II for a distance of 140.00 feet to the northwest corner of the herein described tract, same being the northeast corner of said Crystal View Drive, Phase II:

THENCE, North 87°14'52" East, crossing said County Road 48 for a distance of 40.00 feet to a point in the east line of said County Road 48 for the northeast corner of the herein described tract, same being the northwest corner of Crystal View Drive, Phase I, Street Dedication as recorded in Clerk's File No. 2019057667 in the Brazoria County Clerk's Office;

THENCE, South 02°44'32" East, along the east line of said County Road 48, same being the west line of said Crystal View Drive, Phase I, at a distance of 135.88 feet pass the most southerly southwest corner of said Crystal View Drive, Phase I and continue for a total distance of 140.00 feet to the southeast corner of the herein described tract;

THENCE, South 87°28" West, crossing said County Road 48 for a distance of 40.00 feet to the POINT OF BEGINNING, containing a computed area of 0.129-acre (5,600 Square Feet).

NOTES:

- 1. The bearings shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale Factor: 0.99987.
- 2. A separate Exhibit Map has been prepared in conjunction with this metes and bounds description.

3. 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 interests in real property except those rights and interests implied or established by the creation of reconfiguration of the boundary of the political subdivision for which it was prepared.

The Wilson Survey Group, Inc. 2006 East Broadway, Suite 103 Pearland, Texas 77588 (281) 485-3991 Job No. 23-117 TBPELS Firm No. 10014900

Michael D. Wilson, R.P.L.S.
Registration No. 4821

04/13/23



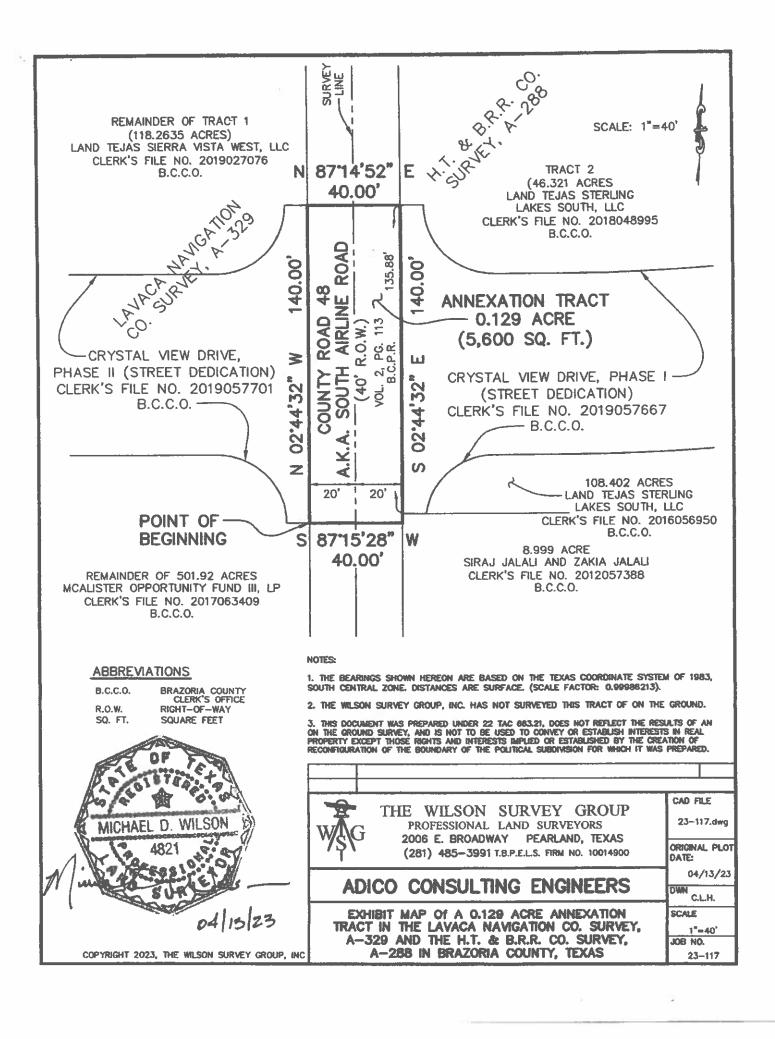


EXHIBIT "B" MUNICIPAL SERVICES AGREEMENT

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF IOWA COLONY, TEXAS AND BRAZORIA COUNTY, TEXAS

RECITALS:

Chapter 43 of the Texas Local Government Code authorizes the City of Iowa Colony, Texas ("City") to annex an area if the owner of the land in the area requests the annexation. Brazoria County, Texas owns and maintains the road right of way constituting the Annexation Area herein described, and Brazoria County has requested that Iowa Colony annex the Annexation Area.

The Annexation Area is described as follows: the entire width of the right of way of Crystal View Drive from its intersection with the right of way of Meridiana Parkway, southward and westward along the right of way of Crystal View Drive to the eastern edge of its intersection with the right of way of Ames Boulevard. That Annexation Area includes three Tracts, as follows:

Tract One: All of the right of Crystal View Drive from Meridiana Parkway to County Road 48, as shown on the Plat of Crystal View Drive Phase I Street Dedication recorded as Document Number 2019057667 in the Official Records of Brazoria County, Texas;

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Tract Three: The portion of the right of way of Crystal View Drive within its intersection with the right of way of County Road 48, between Tracts One and Two herein described.

The City desires to set out the City services to be provided for the Annexation Area on or after the effective date of annexation.

NOW THEREFORE, this Agreement provides as follows:

1. ANNEXATION AREA. This Agreement is applicable only to the Annexation Area.

2. METHODS OF PROVIDING SERVICES.

- a. This Agreement provides for the delivery of services to the Annexation Area 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 on the Effective Date, the City will provide for the Annexation Area the municipal services set forth in this subsection.
 - i. Police. The City's Police Department will provide law enforcement services.
 - ii. <u>Building Inspection and Code Enforcement</u>. 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. <u>Planning and Zoning</u>. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
 - iv. <u>Parks and Recreational Facilities</u>. The Annexation Area 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.
 - v. Roads and Streets. The City will maintain any 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.
- b. The City does not provide the following services to the Annexation Area and does not contract to do so:
 - i. <u>Fire Protection</u>. 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 Annexation Area.
 - ii. <u>Emergency Medical Services</u>. 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 Annexation Area.
 - iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
 - iv. <u>Water and Wastewater.</u> At this time, water and wastewater services are provided by a municipal utility district.
 - v. <u>Solid Waste Services</u>. 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. Brazoria County understands and acknowledges that any City departments mentioned herein 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 Annexation Area 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 Annexation Area.
- 5. 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.
- **6. INTERPRETATION.** In any litigation relating to this Agreement, the terms and conditions of the Agreement shall be interpreted according to the laws of the State of Texas.
- 7. 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.
- 8. NO WAIVER. The failure of a 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.
- 9. 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.
- 10. 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.

11. 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 a named party and its successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Annexation Area. 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 a party and its successors and assigns, as provided in the preceding subsection.
- **12. 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.

13. DISCLOSURES BY CITY.

The City makes the following disclosures to Brazoria County, the Owner of the right of way being annexed:

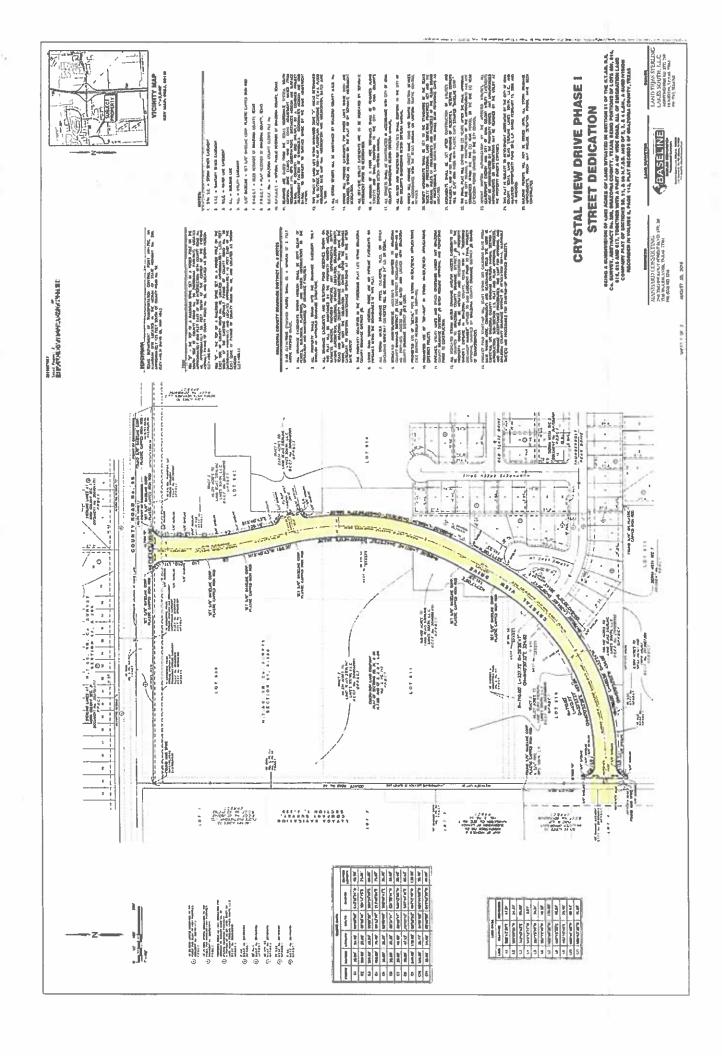
- a. The Owner is not required to enter into this Agreement.
- b. The City is authorized to annex the Annexation Area under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Owner.
- c. This subsection is a plain-language description of the annexation procedures applicable to the Annexation Area. The Owner must request the annexation in writing. Since the Annexation Area, a county road, is not taxed agriculturally, the City is not required to offer a non-annexation development agreement providing for non-annexation of the Annexation Area under certain terms and conditions. The annexation may be completed without a rejection by the Owner of such an offer. The City must enter into a municipal service agreement with the Owner. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a City ordinance at or after the conclusion of the public hearing.
- d. The procedures for this annexation require the consent of the County, as the Owner of the right of way constituting the Annexation area.
- e. This Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

14. ENTIRE AGREEMENT.

- a. This Agreement constitutes the entire agreement on the subject matter hereof, but it does not amend, revoke, or impair any existing written agreement between the City and any other party concerning the Annexation Area.
- b. This Agreement shall not be amended except by a written amendment signed by the City.
- **15. EFFECTIVE DATE:** This Agreement shall be effective upon the annexation of the Annexation Area by the City.

By: Michael Byrum-Bratsen, Mayor	
ATTEST: My My My My Mayleen Rosser, City Secretary	
STATE OF TEXAS §	
COUNTY OF BRAZORIA §	
This instrument was acknowledged before n 2023, by Michael Byrum-Bratsen , as Mayor o corporation, on behalf of said corporation.	ne on the 17 day of pprot , of the City of Iowa Colony, a Texas municipal
By: Notary Public, State of Texas	ROBERT ALLEN KING, II Notary Public, State of Texas Cornm. Expires 03-26-2027 Notary ID 131947081
STATE OF TEXAS §	
COUNTY OF BRAZORIA §	270
This instrument was acknowledged before a 2023, by Kayleen Rosser , as City Secretary o corporation, on behalf of said corporation.	ne on the 17 day of April , f the City of Iowa Colony, a Texas municipal
By: RAD B	
Notary Public, State of Texas	ROBERT ALLEN KING, II Notary Public, State of Texas Comm. Expires 03-26-2027 Notary ID 131947081

BRAZORIA COUNTY, TEXAS
Tomby
L. M. "MATT" SEBESTA, JR., COUNTY JUDGE
ATTEST: BRAZORIA COUNTY CLERK
1. 18 0
By: Loyalladuran
By: <u>foyalladuran</u> Printed Name: <u>Joyce Hudman</u>
THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
This instrument was acknowledged before me, on the day of April, 2023, by L. M. "Matt" Sebesta, Jr., as County Judge, on behalf of Brazoria County, Texas.
J. GESERICK Notary Public-State of Texas
Notary ID #12889495-4 Notary Public in and for the State of Texas
THE STATE OF TEXAS &
COUNTY OF BRAZORIA §
This instrument was acknowledged before me, on the day of Hong, 2023, by Joyce Hydrau, as County Clerk, on behalf of Brazoria County, Texas.
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Notary Public in and for the State of Texas
J. GESERICK Notary Public in and for the State of Texas



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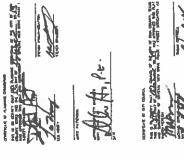
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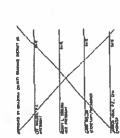
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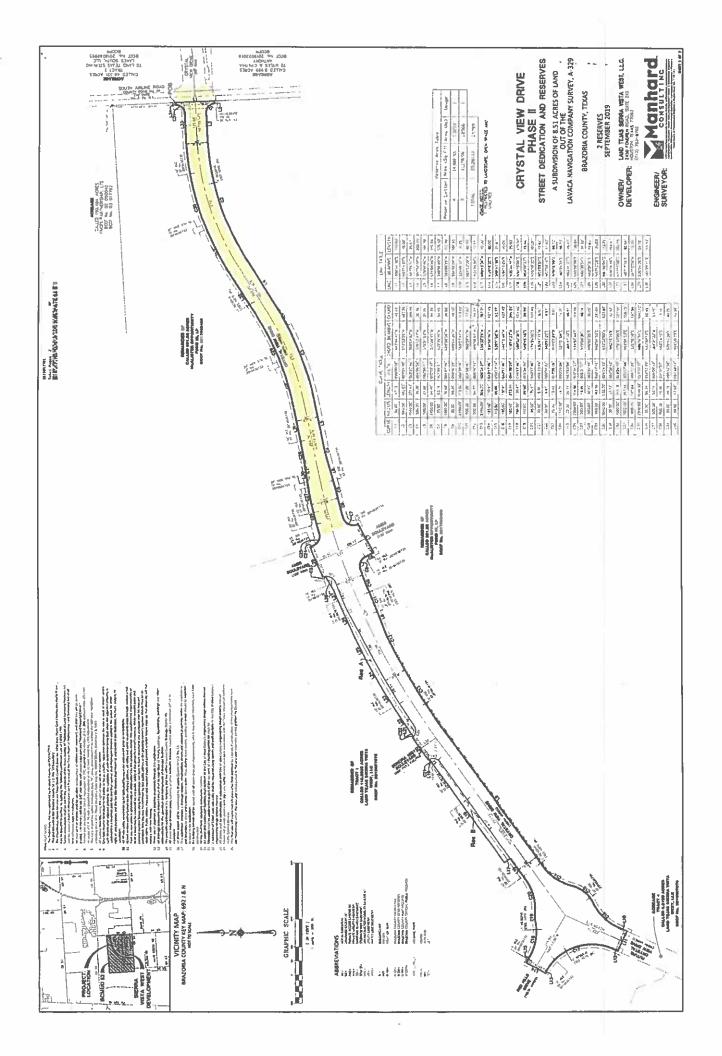
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PHASE II STREET DEDICATION AND RESERVES CRYSTAL VIEW DRIVE

A SUBDIVISION OF 8.51 ACRES OF LAND OUT OF THE LAVACA NAVIGATION COMPANY SURVEY, A-329 BRAZORIA COUNTY, TEXAS

2 RESERVES SEPTEMBER 2019

OWNER/ LAND TEAM SERVA WEST, LLC.
DEVELOPER AND TOWN PAR. SUIT 219
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DISTRATE DICHEGO

ENGINEER/ SURVEYOR:

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 17th day of April 2023, 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 Mayor
McLean Barnett Councilman
Marquette Greene-Scott Councilwoman
Wil Kennedy Councilman
Chad Wilsey Mayor Pro Tem

and Arnetta Murray 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 CRYSTAL VIEW DRIVE FROM MERIDIANA PARKWAY TO AMES BOULEVARD, AS MORE FULLY DESCRIBED HEREIN; ADOPTING 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: _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.

Kaylem Kush

SIGNED this 18th day of April, 2023.

STATE OF THE PROPERTY OF THE P

FILED and RECORDED

Instrument Number: 2023017023

Filing and Recording Date: 04/18/2023 02:34:53 PM Pages: 23 Recording Fee: \$110.00

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.



aguthidman

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-hailey