



# CITY OF IOWA COLONY

## CITY COUNCIL MEETING

Thursday, May 18, 2023  
6:00 PM

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Iowa Colony City Hall, 12003 Iowa Colony Blvd., Iowa Colony, TX 77583

Phone: 281-369-2471

Fax: 281-369-0005

[www.iowacolonytx.gov](http://www.iowacolonytx.gov)

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THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETING ACT (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE). THE CITY COUNCIL OF IOWA COLONY WILL HOLD A COUNCIL MEETING AT 6:00 PM ON THURSDAY, MAY 18, 2023 AT IOWA COLONY CITY HALL, 12003 IOWA COLONY BLVD., IOWA COLONY, TEXAS 77583 FOR THE PURPOSE OF DISCUSSING AND IF APPROPRIATE, TAKE ACTION WITH RESPECT TO THE FOLLOWING ITEMS.

*Requests for accommodations or interpreter services must be made 48 hours prior to this meeting. Please contact the City Secretary at 281-369-2471.*

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### CITIZEN COMMENTS

*An opportunity for the public to address City Council on agenda items or concerns not on the agenda. To comply with Texas Open Meetings Act, this period is not for question and answer. Those wishing to speak must identify themselves and observe a three-minute time limit.*

### PUBLIC HEARINGS

1. Hold a public hearing to consider annexing the following property:

**PART ONE:** BEING A 953.8159 ACRE TRACT OF LAND, CONTAINING LOTS 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 AND THE EAST HALF (E-1/2) OF LOT 45, ALL IN THE ALLISON RICHEY SUBDIVISION IN THE EAST END OF THE D. TALLY LEAGUE, ABSTRACT 130, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 126 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; LESS AND EXCEPT, HOWEVER, 21.696 ACRES OUT OF LOT NO. 38, CONVEYED TO C. C. KIRKPATRICK BY DEED RECORDED IN VOLUME 674, AT PAGE 138 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; ALSO, A 20 FOOT STRIP OFF THE EAST SIDE OF LOTS 42 AND 50 SET OUT AS SECOND TRACT IN A PARTIAL RELEASE RECORDED IN VOLUME 168, AT PAGE 214 OF THE DEED OF TRUST RECORDS OF BRAZORIA COUNTY, TEXAS, SAID PARTIAL RELEASE BEING DATED DECEMBER 3, 1956; LESS AND EXCEPT 51.97 ACRES OUT OF LOTS 42, 50, 40 AND 41, CONVEYED TO NORTH ATLANTIC DEVELOPMENT COMPANY BY DEED RECORDED IN VOLUME 752, PAGE 624 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO A CALLED 7.928 ACRE TRACT TO TEXAS FIREARMS DESCRIBED IN DEED RECORDED IN CLERK'S FILE NO. 1991030411 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS.

**PART TWO:** The entire width of the right of way of County Road 48 (Ames Boulevard) beginning at the existing city limit of Iowa Colony, which is located on the right of way of County Road 48 at a point 630 feet south from the centerline of the right of way of County Road 62; and continuing southward along the right of way of County Road 48 from the existing city limit to a line between the southeastern corner of Lot 57 and the southwestern corner of Lot 58 of the Allison Richey Subdivision in the east end of the D. Talley League, Abstract 130, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 126 of the Plat Records of Brazoria County, Texas.

**PART THREE:** All county road rights of way within the Annexation Area. Also, all county road rights of way adjoining the Annexation Area that are parallel to the Annexation Area, to the extent they are in the extraterritorial jurisdiction of the City of Iowa Colony.

**ITEMS FOR CONSIDERATION**

2. Consider approval of agreements to expand Extra Territorial Jurisdiction to cover land to be annexed.
3. Consideration and possible action to approve the offer of Non-Annexation Development Agreement with each landowner of the annexation land taxed agriculturally and the rejection of that offer by those landowners.
4. Consideration and possible action to approve the Municipal Service Agreements with each landowner for the Hines tract.
5. Consideration and possible action to adopt an ordinance on first and final reading annexing approximately 950 acres referred to as the Hines tract.
6. Discussion and overview on the Budget Process.

**ADJOURNMENT**

I, Kayleen Rosser, hereby certify that the above notice of meeting of the Iowa Colony City Council was posted pursuant to the Texas Open Meeting Act (Chapter 551 of the Texas Government Code) on May 15, 2023.



*Kayleen Rosser*  
\_\_\_\_\_  
Kayleen Rosser, City Secretary

I hereby certify that the foregoing agenda remained posted at the entrance to the Iowa Colony City Hall where it was visible to the public at all times and on the City’s website for at least 72 hours preceding the scheduled time of the meeting therein described.

*Kayleen Rosser*  
\_\_\_\_\_  
Kayleen Rosser, City Secretary

Date Signed: \_\_\_\_\_

CITY OF IOWA COLONY  
NOTICE OF PUBLIC HEARING ON ANNEXATION OF  
HINES DEVELOPMENT AND COUNTY ROADS

The Iowa Colony City Council will hold a public hearing at 6:00 p.m. on May 18, 2023, in the City Council Chamber at the Iowa Colony City Hall, 12003 Iowa Colony Boulevard, Iowa Colony, Texas, to consider annexing the following property (“the Annexation Area”):

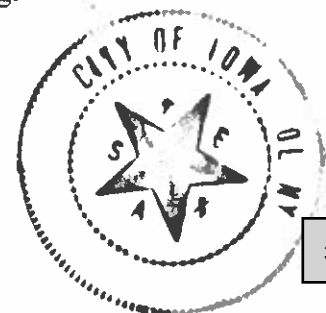
**PART ONE:** BEING A 953.8159 ACRE TRACT OF LAND, CONTAINING LOTS 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 AND THE EAST HALF (E-1/2) OF LOT 45, ALL IN THE ALLISON RICHEY SUBDIVISION IN THE EAST END OF THE D. TALLY LEAGUE, ABSTRACT 130, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 126 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; LESS AND EXCEPT, HOWEVER, 21.696 ACRES OUT OF LOT NO. 38, CONVEYED TO C. C. KIRKPATRICK BY DEED RECORDED IN VOLUME 674, AT PAGE 138 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; ALSO, A 20 FOOT STRIP OFF THE EAST SIDE OF LOTS 42 AND 50 SET OUT AS SECOND TRACT IN A PARTIAL RELEASE RECORDED IN VOLUME 168, AT PAGE 214 OF THE DEED OF TRUST RECORDS OF BRAZORIA COUNTY, TEXAS, SAID PARTIAL RELEASE BEING DATED DECEMBER 3, 1956; LESS AND EXCEPT 51.97 ACRES OUT OF LOTS 42, 50, 40 AND 41, CONVEYED TO NORTH ATLANTIC DEVELOPMENT COMPANY BY DEED RECORDED IN VOLUME 752, PAGE 624 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO A CALLED 7.928 ACRE TRACT TO TEXAS FIREARMS DESCRIBED IN DEED RECORDED IN CLERK’S FILE NO. 1991030411 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS.

**PART TWO:** The entire width of the right of way of County Road 48 (Ames Boulevard) beginning at the existing city limit of Iowa Colony, which is located on the right of way of County Road 48 at a point 630 feet south from the centerline of the right of way of County Road 62; and continuing southward along the right of way of County Road 48 from the existing city limit to a line between the southeastern corner of Lot 57 and the southwestern corner of Lot 58 of the Allison Richey Subdivision in the east end of the D. Talley League, Abstract 130, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 126 of the Plat Records of Brazoria County, Texas.

**PART THREE:** All county road rights of way within the Annexation Area. Also all county road rights of way adjoining the Annexation Area that are parallel to the Annexation Area, to the extent they are in the extraterritorial jurisdiction of the City of Iowa Colony.

A metes and bounds description and a map of the area proposed for annexation are available at no charge from the Iowa Colony City Secretary at City Hall, telephone 281-369-2471 or at [www.iowacolonytx.gov](http://www.iowacolonytx.gov). The public is invited to attend and speak at the hearing.

Kayleen Rosser  
Iowa Colony City Secretary



PETITION FOR ANNEXATION  
INTO THE CITY OF IOWA COLONY, TEXAS

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:

The undersigned, SANDY POINT OWNER LP, a Delaware limited partnership and SANDY POINT DEV OWNER LP, a Delaware limited partnership, or their successor or assigns (collectively, the "Petitioners"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petition the Mayor and the City Council of the City to extend the present corporate limits so as to include and annex as part of the City the tract of land described by metes and bounds in Exhibit A (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the Petitioners would show the following:

1. The Land is comprised of approximately 950 acres currently partially located within the City's extraterritorial jurisdiction and partially located within land that is not in any other city's extraterritorial jurisdiction (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).

2. The Land is described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein for all purposes.

3. The Petitioners hereby certify that they are the sole owners of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity that has ownership interest in any part of the Land. The Petitioners acknowledge the City has offered a development agreement and the Petitioners have entered into a development agreement with the City.

4. This Petition may be recorded in the official real property records of Brazoria County, Texas, and shall bind the Petitioners' successors and assigns.

5. This Petition is irrevocable without the consent of the City of Iowa Colony, which is in no way obligated to give such consent.

[SIGNATURE PAGES FOLLOW]

Respectfully submitted this 28th day of April, 2023.

**SANDY POINT OWNER LP,**  
a Delaware limited partnership

By: Sandy Point GP LLC,  
a Delaware limited liability company,  
its General Partner

By: Sandy Point Venture LP,  
a Delaware limited partnership,  
its sole Member

By: HT Sandy Point LP,  
a Delaware limited partnership,  
its General Partner

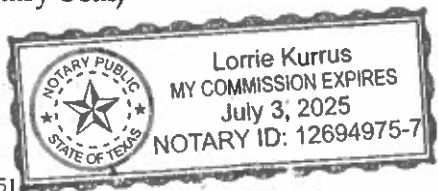
By: Hines Sandy Point Member LP,  
a Delaware limited partnership,  
its General Partner

*w* By:   
Name: Robert W. Witte  
Title: Senior Managing Director

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on the 28th day of April 28, 2023, by Robert W. Witte, as Senior Managing Director of Hines Sandy Point Member LP, a Delaware limited partnership, General Partner of HT Sandy Point LP, a Delaware limited partnership, General Partner of Sandy Point Venture LP, a Delaware limited partnership, sole Member of Sandy Point GP LLC, a Delaware limited liability company, General Partner of SANDY POINT OWNER LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnerships.

(Notary Seal)



  
\_\_\_\_\_  
Notary Public, State of Texas

**SANDY POINT DEV OWNER LP,**  
a Delaware limited partnership

By: Sandy Point DEV GP LLC,  
a Delaware limited liability company,  
its General Partner

By: Sandy Point Venture LP,  
a Delaware limited partnership,  
its sole Member

By: HT Sandy Point LP,  
a Delaware limited partnership,  
its General Partner

By: Hines Sandy Point Member LP,  
a Delaware limited partnership,  
its General Partner

*u* By:   
Name: Robert W. Witte  
Title: Senior Managing Director

THE STATE OF TEXAS           §  
  §  
COUNTY OF   DALLAS         §

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(Notary Seal)



  
\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT A**LEGAL DESCRIPTION – AS SURVEYED  
OVERALL FITE TRACT, TEXAS FIREARMS AND 20 FOOT ROAD FOR MUD NO. 92**

BEING A 953.8159 ACRE TRACT OF LAND, CONTAINING LOTS 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 AND THE EAST HALF (E-1/2) OF LOT 45, ALL IN THE ALLISON RICHEY SUBDIVISION IN THE EAST END OF THE D. TALLY LEAGUE, ABSTRACT 130, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 126 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; LESS AND EXCEPT, HOWEVER, 21.696 ACRES OUT OF LOT NO. 38, CONVEYED TO C. C. KIRKPATRICK BY DEED RECORDED IN VOLUME 674, AT PAGE 138 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; ALSO, A 20 FOOT STRIP OFF THE EAST SIDE OF LOTS 42 AND 50 SET OUT AS SECOND TRACT IN A PARTIAL RELEASE RECORDED IN VOLUME 168, AT PAGE 214 OF THE DEED OF TRUST RECORDS OF BRAZORIA COUNTY, TEXAS, SAID PARTIAL RELEASE BEING DATED DECEMBER 3, 1956; LESS AND EXCEPT 51.97 ACRES OUT OF LOTS 42, 50, 40 AND 41, CONVEYED TO NORTH ATLANTIC DEVELOPMENT COMPANY BY DEED RECORDED IN VOLUME 752, PAGE 624 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO A CALLED 7.928 ACRE TRACT TO TEXAS FIREARMS DESCRIBED IN DEED RECORDED IN CLERKS FILE NO. 1991030411 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS BASIS BEING THE NORTH LINE OF SUBJECT TRACT BEING NORTH 87 DEGREES 47 MINUTES 12 SECONDS EAST)

BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET AT THE SOUTHWEST CORNER OF LOT 51, BEING THE SOUTHEAST CORNER OF A CALLED 107.60 ACRE TRACT OF LAND RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. NO. 93-046808 BEING IN THE SOUTH LINE OF THE DAVIS TALLEY LEAGUE, ABSTRACT NO. 130 AND THE NORTH LINE OF CHESTER S. GORBET SURVEY, ABSTRACT NO. 64;

THENCE NORTH 02 DEGREES 12 MINUTES 46 SECONDS WEST, ALONG THE WEST LINE OF LOTS 51 AND 43, A DISTANCE OF 3,300.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHWEST CORNER OF SAID LOT 43, BEING THE MOST WESTERLY NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 30 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 43, 44, 45, 46 AND 47, A DISTANCE OF 5,823.98 FEET TO A SET "X" CUT IN CONCRETE FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEGREES 45 MINUTES 15 SECONDS WEST, OVER AND ACROSS LOT 38, A DISTANCE OF 1,816.24 FEET TO A SET "X" CUT IN CONCRETE IN THE NORTH LINE OF SAID LOT 38, SAME BEING THE NORTH LINE OF DAVIS TALLEY LEAGUE AND SOUTH LINE OF LAVACA NAVIGATION COMPANY LEAGUE, ABSTRACT NO. 328, SAME BEING THE MOST NORTHERLY NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 32 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 38, 39 AND 40, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND LAVACA NAVIGATION COMPANY LEAGUE, A DISTANCE OF 2,651.41 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE WEST LINE OF HAYES CREEK, BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE ALONG THE WEST LINE OF SAID HAYES CREEK THE FOLLOWING NINE (9) CALLS AND DISTANCES:

SOUTH 63 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 411.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 51 DEGREES 21 MINUTES 05 SECONDS EAST, A DISTANCE OF 166.75 FEET TO AN ANGLE POINT;

SOUTH 41 DEGREES 48 MINUTES 05 SECONDS EAST, A DISTANCE OF 1,169.21 FEET TO AN ANGLE POINT;

SOUTH 34 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 170.72 FEET TO AN ANGLE POINT;

SOUTH 30 DEGREES 45 MINUTES 05 SECONDS EAST, A DISTANCE OF 473.03 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 35 DEGREES 54 MINUTES 05 SECONDS EAST, A DISTANCE OF 80.67 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 45 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 364.40 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 40 DEGREES 41 MINUTES 05 SECONDS EAST, A DISTANCE OF 119.77 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 43 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 201.11 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 73 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 52.92 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR CORNER IN THE EAST LINE OF LOT 50, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND L.A. GUERINGER SURVEY, ABSTRACT NO. 706;

THENCE SOUTH 02 DEGREES 19 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF LOTS 50 AND 62, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND L.A. GUERINGER SURVEY, A DISTANCE OF 1704.95 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE TEXAS FIREARMS TRACT;

THENCE NORTH 87 DEGREES 38 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF SAID TEXAS FIREARMS TRACT, A DISTANCE OF 332.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID 7.928 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 AND THE COMMON LINE OF L.A. GUERINGER SURVEY AND H. T. & B. R.R. COMPANY SURVEY, ABSTRACT NO. 5, AND BEING THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 02 DEGREES 17 MINUTES 11 SECONDS EAST, ALONG THE EAST LINE OF SAID 7.928 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, AND THE COMMON LINE OF L.A. GUERINGER SURVEY AND H. T. & B. R.R. COMPANY SURVEY, A DISTANCE OF 1038.24 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 7.928 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 87 DEGREES 30 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 7.928 ACRE TRACT AND LOTS 62 THROUGH 51, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND CHESTER S. GORBET SURVEY, A DISTANCE OF 10,898.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 953.8159 ACRES (41,548,221 SQUARE FEET) OF LAND, MORE OR LESS.

FRED W. LAWTON, REGISTERED PROFESSIONAL LAND SURVEYOR #2321  
SOUTH TEXAS SURVEYING ASSOCIATES, INC.  
11281 RICHMOND, BLDG. J, STE 101  
HOUSTON, TEXAS 77082  
OFFICE 281-556-6918  
FAX 281-556-9331  
FIRM NO. 10045400  
JOB NO. 1212.21  
DATE: 07/13/2022





**ORDINANCE NO. \_\_\_\_\_**

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. 92**, COMMONLY KNOWN AS THE **HINES DEVELOPMENT**, AND **COUNTY ROADS**, AS MORE FULLY DESCRIBED HEREIN; ADOPTING MUNICIPAL SERVICES AGREEMENTS; 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 Agreements** 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 MAY 18, 2023.**

**CITY OF IOWA COLONY, TEXAS**

**By: \_\_\_\_\_  
WIL KENNEDY, MAYOR**

**ATTEST:**

**\_\_\_\_\_  
KAYLEEN ROSSER, CITY SECRETARY**

Iowa Colony/Ordinance/Annexation/Ord Annexing Hines Future MUD 92 into City

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

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



**EXHIBIT "A"**  
**DESCRIPTION OF ANNEXATION AREA**  
**CITY OF IOWA COLONY ANNEXATION OF**  
**HINES DEVELOPMENT AND COUNTY ROADS**

**PART ONE:** BEING A 953.8159 ACRE TRACT OF LAND, CONTAINING LOTS 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 AND THE EAST HALF (E-1/2) OF LOT 45, ALL IN THE ALLISON RICHEY SUBDIVISION IN THE EAST END OF THE D. TALLY LEAGUE, ABSTRACT 130, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 126 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; LESS AND EXCEPT, HOWEVER, 21.696 ACRES OUT OF LOT NO. 38, CONVEYED TO C. C. KIRKPATRICK BY DEED RECORDED IN VOLUME 674, AT PAGE 138 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; ALSO, A 20 FOOT STRIP OFF THE EAST SIDE OF LOTS 42 AND 50 SET OUT AS SECOND TRACT IN A PARTIAL RELEASE RECORDED IN VOLUME 168, AT PAGE 214 OF THE DEED OF TRUST RECORDS OF BRAZORIA COUNTY, TEXAS, SAID PARTIAL RELEASE BEING DATED DECEMBER 3, 1956; LESS AND EXCEPT 51.97 ACRES OUT OF LOTS 42, 50, 40 AND 41, CONVEYED TO NORTH ATLANTIC DEVELOPMENT COMPANY BY DEED RECORDED IN VOLUME 752, PAGE 624 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO A CALLED 7.928 ACRE TRACT TO TEXAS FIREARMS DESCRIBED IN DEED RECORDED IN CLERK'S FILE NO. 1991030411 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE FOLLOWING PAGES, WHICH ARE A PART OF THIS PROPERTY DESCRIPTION.

**PART TWO:** The entire width of the right of way of County Road 48 (Ames Boulevard) beginning at the existing city limit of Iowa Colony, which is located on the right of way of County Road 48 at a point 630 feet south from the centerline of the right of way of County Road 62; and continuing southward along the right of way of County Road 48 from the existing city limit to the south boundary of Lot 57 of the Allison Richey Subdivision in the east end of the D. Talley League, Abstract 130, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Page 126 of the Plat Records of Brazoria County, Texas. This Part Two, the portion of the right of way of County Road 48 being annexed, is also the land described on the attached metes and bounds description of "Part Two Annexation Tract for Ames Boulevard (Airline Road/County Road 48)," LESS AND EXCEPT any portion thereof already in the incorporated limits of the City of Iowa Colony.

**PART THREE:** All county road rights of way within the Annexation Area. Also all county road rights of way adjoining the Annexation Area that are parallel to the Annexation Area, to the extent they are in the extraterritorial jurisdiction of the City of Iowa Colony.



City of Iowa Colony  
7.381 Acres

Lavaca Navigation Co. Survey, Section 3, A-328  
David Talley Survey, A-130

**PART TWO**  
**ANNEXATION TRACT FOR AMES BOULEVARD (AIRLINE ROAD/ COUNTY ROAD 48)  
FROM THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 62 TO THE SOUTH RIGHT-  
OF-WAY LINE OF COUNTY ROAD 53 (SANDY POINT ROAD)**

STATE OF TEXAS           §

COUNTY OF BRAZORIA    §

METES AND BOUNDS DESCRIPTION of a 7.381-acre tract in the Lavaca Navigation Company Survey, Section 3, Abstract No. 328 and the David Talley Survey, Abstract No. 130 in Brazoria County, Texas. Said 7.381-acre tract is a portion of a 40-foot wide Public Road right-of-way affecting Lots 408, 409, 418 and 419 as dedicated on the Plat of Section 3 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and a portion of Lots 38, 47 and 57 of the Allison-Richey Land Company's Subdivision as recorded in Volume 2, Page 126 in the Brazoria County Plat Records. Said Annexation Tract is more particularly described as follows:

BEGINNING at the point of intersection of the south right-of-way line of County Road 62 (based on a width of 60-feet) with the occupied east right-of-way line of County Road 48 (a.k.a. Airline Road, based on a width of 60-feet), said occupied line is 40-feet east of the west line of said Lot 418 and has the following coordinate: N 13,711,998.25, E 3,100,644.73;

THENCE, South 02°43'27" East, along the occupied east line of said County Road 48, at a distance of 1,513.85 feet pass the common survey line between the aforementioned Lavaca Navigation Company Survey, Section 3, Abstract No. 328 and David Talley Survey, Abstract No. 130, continuing at a distance of 3,290.29 feet pass the common lot line between the aforementioned Lots 38 and 47, continuing at a distance of 4,610.32 pass the common lot line between said Lot 47 and the aforementioned Lot 57, and continuing for a total distance of 4,640.32 feet to a point on the south right-of-way line of Sandy Point Road (a.k.a. County Road 53, based on a width of 60-feet) for the southeast corner of the herein described tract;

THENCE, South 87°33'43" West, along the south line of said Sandy Point Road for a distance of 60.00 feet to the southwest corner of the herein described tract;

THENCE, North 02°43'27" West, crossing said Lots 57 and 47 for a distance of 1,350.00 to the common line between said Lots 38 and 47;

THENCE, South 87°33'43" West, along the common lot line between said Lots 38 and 47 for a distance of 30.00 feet to a point for corner;

THENCE, North 02°43'27" West, at a distance of 30.00 feet pass the southeast corner of Reserve "C" of the Final Plat of Bel Grand Estates as recorded in Clerk's File No. 2005027928 in the Brazoria County Clerk's Office and continue for a total distance of 1,436.11 feet to the northeast corner of Lot 3, Block 6 of said Final Plat of Bel Grand Estates;

THENCE, North 87°17'07" East, for a distance of 30.00 feet to a point for corner;

THENCE, North 02°43'27" West, at a distance of 339.82 feet pass the aforementioned Common Survey line and continue for a total distance of 1,853.90 feet to a point in the south line of the aforementioned County Road 62;

THENCE, North 87°25'41" East, along the south line of said County Road 62 for a distance of 60.00 feet to the POINT OF BEGINNING, containing a computed area of 7.381-acres (321,501 square feet).

NOTE:

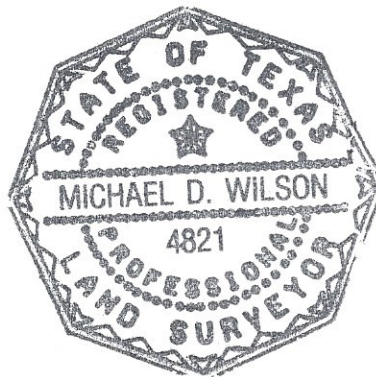
1. The bearings, distances and grid coordinate shown hereon are based on the Texas Coordinate System of 1983, South Central Zone. Distances are surface. Scale factor: 0.99987.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.
3. This document was prepared 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 or 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 77581  
 281-485-3991  
 T.B.P.E.L.S. Firm No. 10014900  
 Job No. 23-119

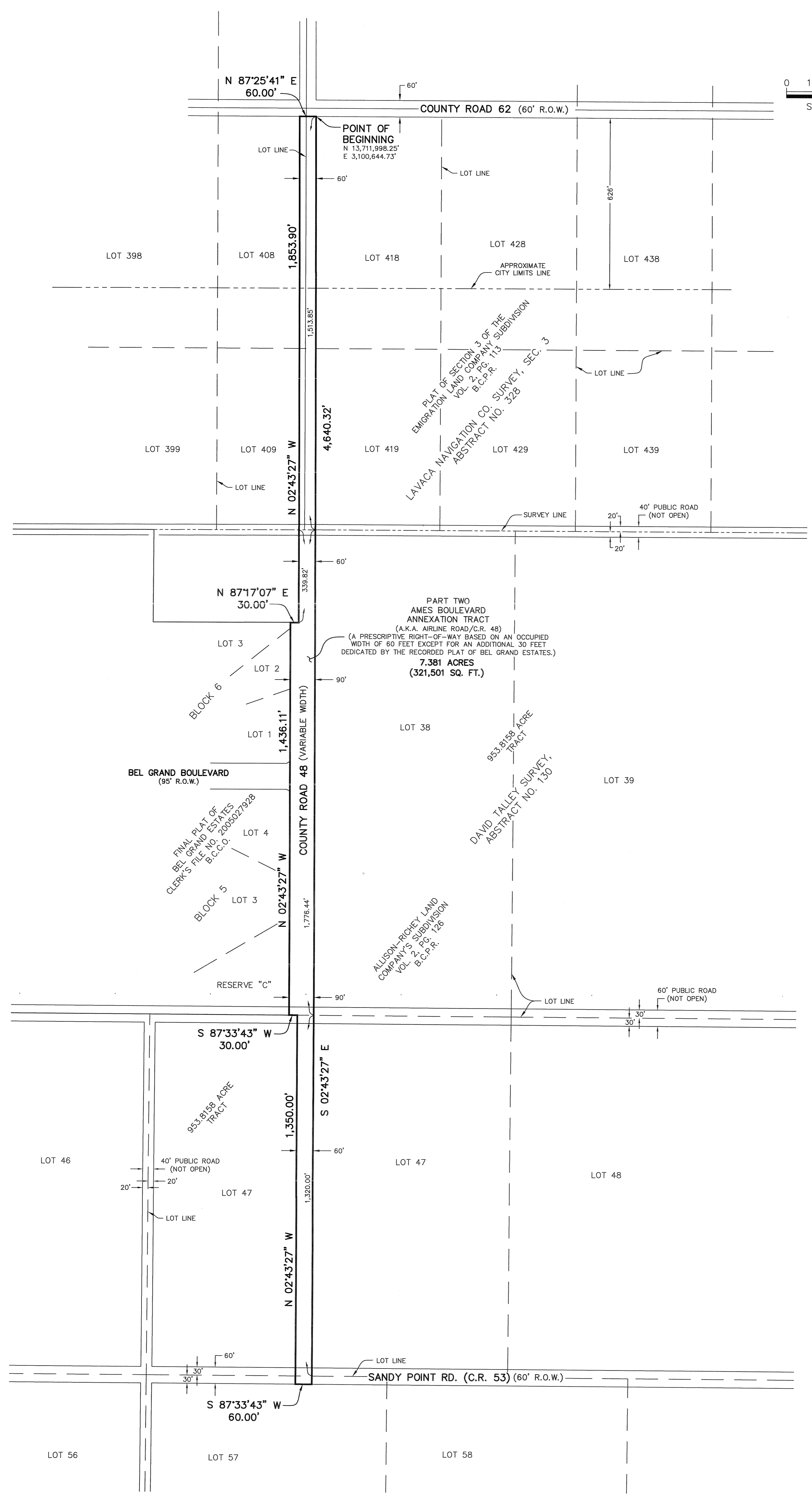
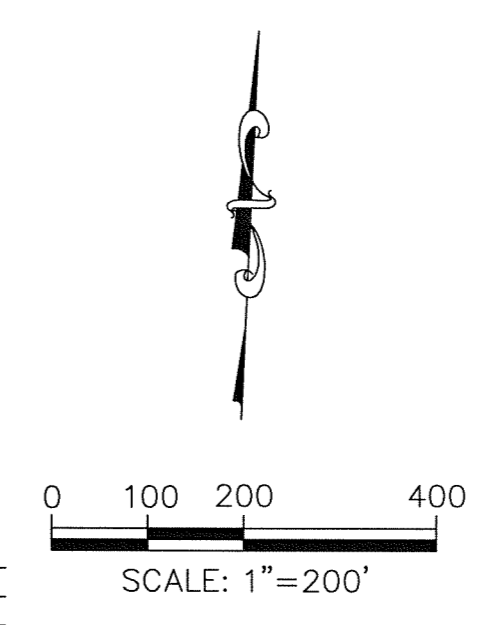
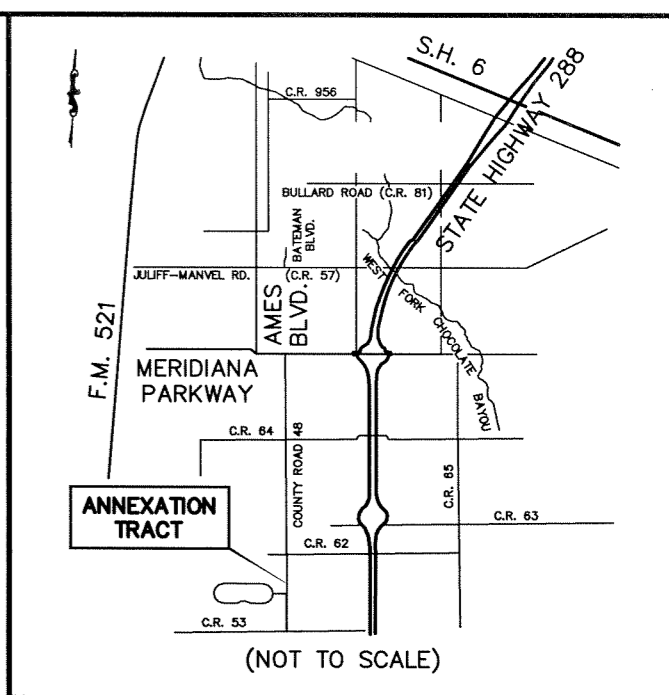


Michael D. Wilson, R.P.L.S.  
 Registration No 4821

05/08/23







**LEGEND**

B.C.C.O. BRAZORIA COUNTY CLERK'S OFFICE  
 B.C.P.R. BRAZORIA COUNTY PLAT RECORDS  
 R.O.W. RIGHT-OF-WAY  
 C.R. COUNTY ROAD

**NOTES:**

1. THE BEARINGS AND GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. DISTANCES ARE SURFACE. SCALE FACTOR: 0.99987.

2. THIS TRACT HAS NOT BEEN MONUMENTED IN THE FIELD.



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 OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

*Michael D. Wilson*  
 MICHAEL D. WILSON R.P.L.S.  
 TEXAS REGISTRATION NO. 4821

05/08/23

<b>THE WILSON SURVEY GROUP</b> PROFESSIONAL LAND SURVEYORS 2006 E. BROADWAY PEARLAND, TEXAS (281) 485-3991 T.B.P.E.L.S. FIRM NO. 10014900 WEBSITE: WWW.WILSONSURVEY.COM		CAD FILE 23-119.dwg ORIGINAL PLOT DATE: 05/08/23
<b>CITY OF IOWA COLONY</b>		DWN C.L.H. OKD M.D.W.
EXHIBIT MAP OF THE ANNEXATION FOR AMES BOULEVARD (COUNTY ROAD 48) IN THE LAVACA NAVIGATION CO. SURVEY, SEC. 3, A-328 AND THE DAVID TALLY SURVEY, A-130 IN BRAZORIA COUNTY, TEXAS		SCALE 1"=200' JOB NO. 23-119 SHEET 1 OF 2

**EXHIBIT “B”  
TO ANNEXATION ORDINANCE -  
MUNICIPAL SERVICE AGREEMENTS**

**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF IOWA COLONY, TEXAS AND  
BRAZORIA COUNTY, TEXAS  
FOR PART OF AMES BOULEVARD**

**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 County Road 48 (Ames Boulevard) beginning at the existing city limit of Iowa Colony, which is located on the right of way of County Road 48 at a point 630 feet south from the centerline of the right of way of County Road 62; and continuing southward along the right of way of County Road 48 from the existing city limit to the intersection of the right of way of County Road 48 with the southern edge of the right of way of County Road 53.

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. 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 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. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Annexation Area.
- ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Annexation Area.
- iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
- iv. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
- v. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. 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 Unilateral Municipal Services Agreement by the City of Iowa Colony

Area.

5. **NONWAIVER OF OTHER PERSONS' OBLIGATIONS.** Nothing herein shall waive or impair any obligation of any developer, property owner, municipal utility district, or any person or entity other than a party hereto to provide any services herein described or other services.
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.** 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.
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. **NONWAIVER BY NONENFORCEMENT.** 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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

**15. 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.

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

**CITY OF IOWA COLONY, TEXAS**

By: \_\_\_\_\_  
\_\_\_\_\_,  
Mayor

**ATTEST:**

\_\_\_\_\_  
**Kayleen Rosser,**  
**City Secretary**

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as Mayor on behalf of the City of Iowa Colony, a Texas municipal corporation.

By: \_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Kayleen Rosser**, as **City Secretary** on behalf of the City of Iowa Colony, a Texas municipal corporation.

By: \_\_\_\_\_  
Notary Public, State of Texas

BRAZORIA COUNTY, TEXAS

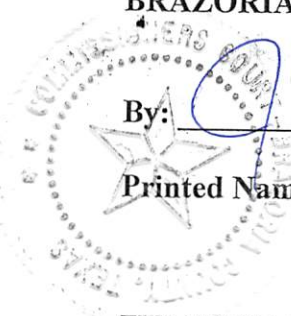
*[Handwritten Signature]*

L. M. "MATT" SEBESTA, JR.,  
COUNTY JUDGE

ATTEST:  
BRAZORIA COUNTY CLERK

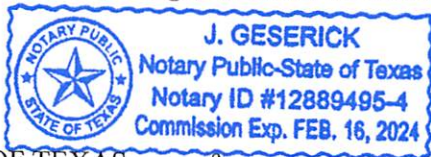
By: *[Handwritten Signature]*

Printed Name: Joyce Hudman



THE STATE OF TEXAS §  
COUNTY OF BRAZORIA §

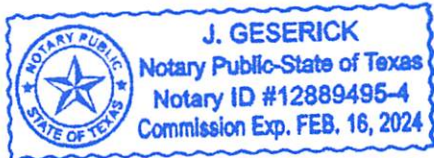
This instrument was acknowledged before me, on the 9<sup>th</sup> day of May, 2023, by L. M. "Matt" Sebesta, Jr., as County Judge, on behalf of Brazoria County, Texas.



*[Handwritten Signature]*  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the 9<sup>th</sup> day of May, 2023, by Joyce Hudman, as county clerk, on behalf of Brazoria County, Texas.



*[Handwritten Signature]*  
Notary Public in and for the State of Texas



**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF IOWA COLONY, TEXAS  
AND LANDOWNERS IN FUTURE  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 92  
(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"); SANDY POINT OWNER, LP; and SANDY POINT DEV OWNER, LP; (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 and all applicable law.

Owner owns approximately 943 acres of land located partially within the City's incorporated limits and extraterritorial jurisdiction situated in Brazoria County, Texas, and the Property is described on **Exhibit "A", which is attached** and incorporated herein by reference.

Each Owner(s) signing this agreement represents and warrants that the Owner(s) named herein are all of the Owners of the Property, except that Brazoria County, the Owner of the county road rights of way within the Property, has executed a separate Municipal Services Agreement with the City.

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. DEVELOPMENT AGREEMENT AND UTILITY SERVICES AGREEMENT.**

Regardless of any other provision, nothing herein shall impair any rights or obligations under any portion of:

- a. the Development Agreement between the City of Iowa Colony, Texas and Hines Acquisitions, LLC and its successors and assigns ("Developer"), which concerns the Property herein defined; and
- b. the Utility Functions Agreement between the City of Iowa Colony, Texas; Hines Acquisitions, LLC or its successor or assign; and Brazoria County Municipal Utility District No. 92; which concerns the Property herein defined.

**2. PROPERTY.** This Agreement is only applicable to the Property.

### 3. 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.

### 4. 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 the 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 also provides emergency medical services to the 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.
- 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.
5. **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.
6. **NONWAIVER OF OTHER PERSONS' OBLIGATIONS.** Nothing herein shall waive or impair any obligation of any developer, property owner, municipal utility district, or any person or entity other than a party hereto to provide any services herein described or other services.
7. **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.

8. **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.
9. **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.
10. **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.
11. **NONWAIVER BY NONENFORCEMENT.** 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.
12. **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.
13. **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.
14. **AGREEMENT BINDS 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.
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.

- 16. RECORDING OF AGREEMENT.** This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. EFFECTIVE DATE:** This Agreement shall be effective upon the annexation of the Property by the City.

**CITY OF IOWA COLONY, TEXAS**

By: \_\_\_\_\_  
**Wil Kennedy,**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kayleen Rosser,**  
**City Secretary**

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Wil Kennedy, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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

**OWNER:**

**SANDY POINT OWNER LP,  
A Delaware limited partnership**

By: Sandy Point GP LLC,  
Its General Partner

By: Sandy Point Venture LP,  
Its Sole Member

By: HT Sandy Point LP,  
Its General Partner

By: Hines Sandy Point Member LP,  
Its General Partner

By: \_\_\_\_\_  
Name: Robert W. Witte  
Title: Senior Managing Director

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2023, by **Robert W. Witte**, as Senior Managing Director of Hines Sandy Point Member LP, a Delaware limited partnership, as General Partner of HT Sandy Point LP, a Delaware limited partnership, as General Partner of Sandy Point Venture LP, a Delaware limited partnership, as sole Member of Sandy Point GP LLC, a Delaware limited liability company, as General Partner of **SANDY POINT OWNER LP**, a Delaware limited partnership, on behalf of said entities.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**OWNER:**

**SANDY POINT DEV OWNER LP,  
A Delaware limited partnership**

By: Sandy Point DEV GP LLC,  
Its General Partner

By: Sandy Point Venture LP,  
Its Sole Member

By: HT Sandy Point LP,  
Its General Partner

By: Hines Sandy Point Member LP,  
Its General Partner

By: \_\_\_\_\_  
Name: Robert W. Witte  
Title: Senior Managing Director

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2023, by **Robert W. Witte**, as Senior Managing Director of Hines Sandy Point Member LP, a Delaware limited partnership, as General Partner of HT Sandy Point LP, a Delaware limited partnership, as General Partner of Sandy Point Venture LP, a Delaware limited partnership, as sole Member of Sandy Point DEV GP LLC, a Delaware limited liability company, as General Partner of **SANDY POINT DEV OWNER LP**, a Delaware limited partnership, on behalf of said entities.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**EXHIBIT “A”  
TO MUNICIPAL SERVICES AGREEMENT**

**THE “PROPERTY”**



## PART ONE

**LEGAL DESCRIPTION – AS SURVEYED  
OVERALL FITE TRACT, TEXAS FIREARMS AND 20 FOOT ROAD FOR MUD NO. 92**

BEING A 953.8159 ACRE TRACT OF LAND, CONTAINING LOTS 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61 AND 62 AND THE EAST HALF (E-1/2) OF LOT 45, ALL IN THE ALLISON RICHEY SUBDIVISION IN THE EAST END OF THE D. TALLY LEAGUE, ABSTRACT 130, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 126 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; LESS AND EXCEPT, HOWEVER, 21.696 ACRES OUT OF LOT NO. 38, CONVEYED TO C. C. KIRKPATRICK BY DEED RECORDED IN VOLUME 674, AT PAGE 138 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; ALSO, A 20 FOOT STRIP OFF THE EAST SIDE OF LOTS 42 AND 50 SET OUT AS SECOND TRACT IN A PARTIAL RELEASE RECORDED IN VOLUME 168, AT PAGE 214 OF THE DEED OF TRUST RECORDS OF BRAZORIA COUNTY, TEXAS, SAID PARTIAL RELEASE BEING DATED DECEMBER 3, 1956; LESS AND EXCEPT 51.97 ACRES OUT OF LOTS 42, 50, 40 AND 41, CONVEYED TO NORTH ATLANTIC DEVELOPMENT COMPANY BY DEED RECORDED IN VOLUME 752, PAGE 624 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, ALSO A CALLED 7.928 ACRE TRACT TO TEXAS FIREARMS DESCRIBED IN DEED RECORDED IN CLERKS FILE NO. 1991030411 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS BASIS BEING THE NORTH LINE OF SUBJECT TRACT BEING NORTH 87 DEGREES 47 MINUTES 12 SECONDS EAST)

BEGINNING AT A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET AT THE SOUTHWEST CORNER OF LOT 51, BEING THE SOUTHEAST CORNER OF A CALLED 107.60 ACRE TRACT OF LAND RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. NO. 93-046808 BEING IN THE SOUTH LINE OF THE DAVIS TALLEY LEAGUE, ABSTRACT NO. 130 AND THE NORTH LINE OF CHESTER S. GORBET SURVEY, ABSTRACT NO. 64;

THENCE NORTH 02 DEGREES 12 MINUTES 46 SECONDS WEST, ALONG THE WEST LINE OF LOTS 51 AND 43, A DISTANCE OF 3,300.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHWEST CORNER OF SAID LOT 43, BEING THE MOST WESTERLY NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 30 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 43, 44, 45, 46 AND 47, A DISTANCE OF 5,823.98 FEET TO A SET "X" CUT IN CONCRETE FOR AN INTERIOR CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEGREES 45 MINUTES 15 SECONDS WEST, OVER AND ACROSS LOT 38, A DISTANCE OF 1,816.24 FEET TO A SET "X" CUT IN CONCRETE IN THE NORTH LINE OF SAID LOT 38, SAME BEING THE NORTH LINE OF DAVIS TALLEY LEAGUE AND SOUTH LINE OF LAVACA NAVIGATION COMPANY LEAGUE, ABSTRACT NO. 328, SAME BEING THE MOST NORTHERLY NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 32 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 38, 39 AND 40, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND LAVACA NAVIGATION COMPANY LEAGUE, A DISTANCE OF 2,651.41 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET IN THE WEST LINE OF HAYES CREEK, BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT;

THENCE ALONG THE WEST LINE OF SAID HAYES CREEK THE FOLLOWING NINE (9) CALLS AND DISTANCES:

SOUTH 63 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 411.00 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 51 DEGREES 21 MINUTES 05 SECONDS EAST, A DISTANCE OF 166.75 FEET TO AN ANGLE POINT;

SOUTH 41 DEGREES 48 MINUTES 05 SECONDS EAST, A DISTANCE OF 1,169.21 FEET TO AN ANGLE POINT;

SOUTH 34 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 170.72 FEET TO AN ANGLE POINT;

SOUTH 30 DEGREES 45 MINUTES 05 SECONDS EAST, A DISTANCE OF 473.03 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 35 DEGREES 54 MINUTES 05 SECONDS EAST, A DISTANCE OF 80.67 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 45 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 364.40 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 40 DEGREES 41 MINUTES 05 SECONDS EAST, A DISTANCE OF 119.77 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 43 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 201.11 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR AN ANGLE POINT;

SOUTH 73 DEGREES 46 MINUTES 05 SECONDS EAST, A DISTANCE OF 52.92 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR CORNER IN THE EAST LINE OF LOT 50, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND L.A. GUERINGER SURVEY, ABSTRACT NO. 706;

THENCE SOUTH 02 DEGREES 19 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF LOTS 50 AND 62, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND L.A. GUERINGER SURVEY, A DISTANCE OF 1704.95 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE TEXAS FIREARMS TRACT;

THENCE NORTH 87 DEGREES 38 MINUTES 55 SECONDS EAST, ALONG TE NORTH LINE OF SAID TEXAS FIREARMS TRACT, A DISTANCE OF 332.42 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID 7.928 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288 AND THE COMMON LINE OF L.A. GUERINGER SURVEY AND H. T. & B. R.R. COMPANY SURVEY, ABSTRACT NO. 5, AND BEING THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 02 DEGREES 17 MINUTES 11 SECONDS EAST, ALONG THE EAST LINE OF SAID 7.928 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 288, AND THE COMMON LINE OF L.A. GUERINGER SURVEY AND H. T. & B. R.R. COMPANY SURVEY, A DISTANCE OF 1038.24 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID 7.928 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 87 DEGREES 30 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 7.928 ACRE TRACT AND LOTS 62 THROUGH 51, SAME BEING THE COMMON LINE OF SAID DAVIS TALLEY LEAGUE AND CHESTER S. GORBET SURVEY, A DISTANCE OF 10,898.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 953.8159 ACRES (41,548,221 SQUARE FEET) OF LAND, MORE OR LESS.

FRED W. LAWTON, REGISTERED PROFESSIONAL LAND SURVEYOR #2321  
SOUTH TEXAS SURVEYING ASSOCIATES, INC.  
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FIRM NO. 10045400  
JOB NO. 1212.21  
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