ORDINANCE NO. 2026-20

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, CONTAINING FINDINGS OF FACT; ANNEXING APPROXIMATELY 1.018 ACRES OF LAND INTO THE CITY, AS MORE FULLY DESCRIBED HEREIN; ADOPTING A MUNICIPAL SERVICES AGREEMENT; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE

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

SECTION 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.

SECTION 2. This annexation of land is authorized by Section 43.0671 of the Texas Local Government Code and all other applicable law.

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

SECTION 4. This entire ordinance is in the public interest.

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

SECTION 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.

SECTION 7. The property (herein called "**the Annexed Area**") described on **Exhibit "A,"** attached hereto and incorporated herein in full for all purposes, is hereby annexed into the corporate limits of the City of Iowa Colony, Texas. Accordingly, the boundary limits of the City of Iowa Colony are hereby expanded and extended to include all the land in 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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 SEPTEMBER 21, 2026.

CITY OF IOWA COLONY, TEXAS

By: _____
WIL KENNEDY, MAYOR

ATTEST:

_____
KAYLEEN ROSSER, CITY SECRETARY

CITY OF IOWA COLONY TEXAS

EXHIBIT "A"
TO ANNEXATION ORDINANCE – ANNEXED AREA

Including Descriptions and Maps of the Entire Annexed Area

County: Brazoria
Project: Caldwell
Job No. 212209
MBS No. 26-295

FIELD NOTES FOR 1.083 ACRES

Being a tract containing 1.083 acres of land, located in the William Hall Survey, Abstract Number 713 in Brazoria County, Texas; said 1.083 acre tract being a portion of a call 71.697 acre tract styled as Tract 1 and recorded in the name of D.R. Horton-Texas, Ltd. in File Number 2021179529 of the Official Records of Fort Bend County (O.R.F.B.C.), and a portion of a call 8.740 acre tract recorded in the names of John Caldwell and Ann Chaffin in File Number 2019127944 of the O.R.F.B.C.; said 1.083 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):

Commencing at a 5/8-inch iron rod found at the northeasterly corner of Caldwell Ranch Boulevard Phase II, a subdivision recorded in Plat Number 20220083 of the Fort Bend County Plat Records (F.B.C.P.R.) and the southeasterly corner of Reserve "C", Block 1, Caldwell Ranch Section 7, a subdivision recorded in Plat Number 20220105 of the F.B.C.P.R. from which a 5/8-inch iron rod found at the southeasterly corner of said Caldwell Ranch Boulevard Phase II bears South 11 degrees 41 minutes 18 seconds East, a distance of 70.01 feet;;

Thence, through and across aforesaid 71.697 acre tract and a call 3.516 acre tract recorded in the name of Brazoria-Fort Bend County M.U.D. Number 3 in File Number 2021049321 of the O.R.F.B.C., the following two (2) courses:

1) 234.36 feet along the arc of a curve to the left, said curve having a radius of 965.00 feet, a central angle of 13 degrees 54 minutes 54 seconds and a chord that bears North 70 degrees 11 minutes 09 seconds East, a distance of 233.79 feet;

2) North 63 degrees 13 minutes 42 seconds East, a distance of 502.07 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing through and across said 71.697 acre tract, the following three (3) courses:

1) North 63 degrees 13 minutes 42 seconds East, a distance of 52.02 feet;

2) 430.05 feet along the arc of a curve to the right, said curve having a radius of 1040.13 feet, a central angle of 23 degrees 41 minutes 22 seconds and a chord that bears North 75 degrees 04 minutes 23 seconds East, a distance of 426.99 feet;

3) North 86 degrees 55 minutes 04 seconds East, a distance of 137.32 feet to the easterly line of said 71.697 acre tract and the westerly line of a call 100-feet wide Right-of-Way (R.O.W.) recorded in the name of Bayou Rifles, Inc. in File Number 2001052768 of the Official Public Records of Brazoria County (O.P.R.B.C.);

Thence, with said westerly line, South 03 degrees 04 minutes 56 seconds East, a distance of 87.15 feet to a point on the easterly line of aforesaid 8.740 acre tract;

Thence, through and across said 8.740 acre tract the following four (4) courses:

1) South 87 degrees 05 minutes 01 second West, a distance of 4.10 feet;

2) 28.36 feet along the arc of a curve to the right, said curve having a radius of 335.00 feet, a central angle of 04 degrees 51 minutes 01 second and a chord that bears South 89 degrees 30 minutes 31 seconds West, a distance of 28.35 feet;

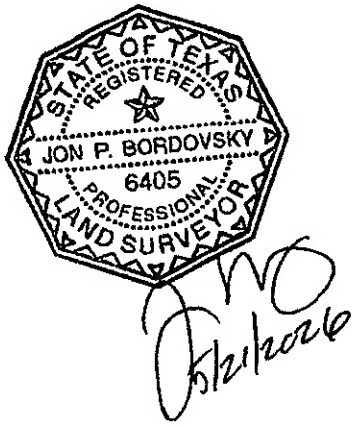
3) North 88 degrees 03 minutes 58 seconds West, a distance of 60.45 feet;

4) 445.89 feet along the arc of a curve to the left, said curve having a radius of 890.00 feet, a central angle of 28 degrees 42 minutes 20 seconds and a chord that bears South 77 degrees 34 minutes 52 seconds West, a distance of 441.25 feet to a 5/8-inch iron rod set on the northerly line of said 8.740 acre tract;

Thence, with said northerly line, South 63 degrees 13 minutes 42 seconds West, a distance of 107.99 feet;

Thence, leaving said line, North 12 degrees 23 minutes 09 seconds East, a distance of 90.27 feet to the **Point of Beginning** and containing 1.083 acres of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
May 21, 2026



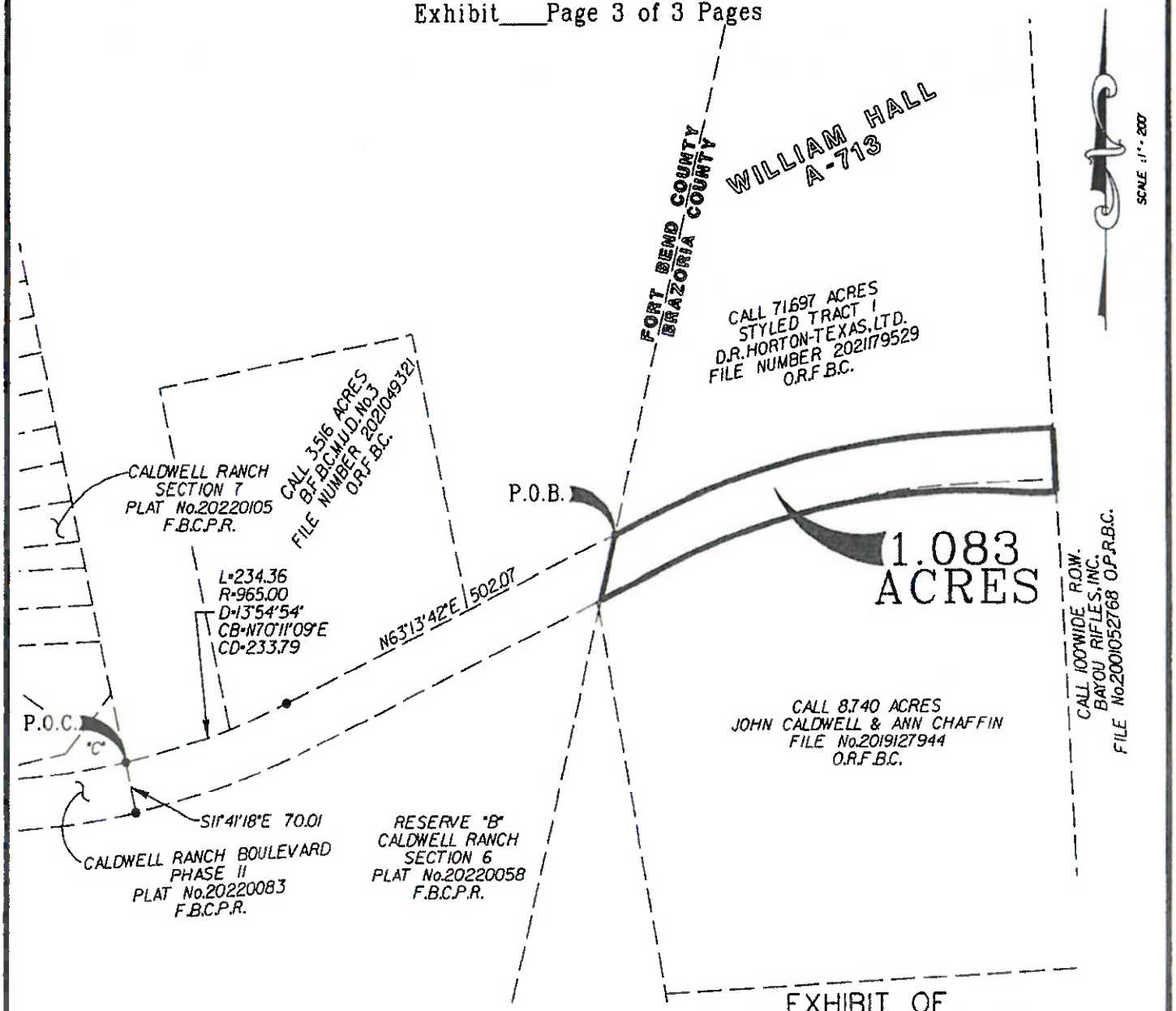


EXHIBIT OF
1.083 ACRES

BEING A PORTION OF A CALL 71.697 ACRE TRACT STYLED AS TRACT I AND RECORDED IN THE NAME OF D.R. HORTON-TEXAS, LTD. IN FILE NUMBER 2021179529 OF THE O.R.F.B.C. AND A PORTION OF A CALL 8.740 ACRE TRACT RECORDED IN THE NAMES OF JOHN CALDWELL AND ANN CHAFFIN IN FILE No. 2019127944 OF THE O.R.F.B.C.

LOCATED IN THE

WILLIAM HALL SURVEY, A-713

BRAZORIA COUNTY, TEXAS

GBI PARTNERS
LAND SURVEYING CONSULTANTS
4724 VISTA ROAD
PASADENA, TX 77505
PHONE: 281-499-4539
TBPELS FIRM #10130300
GBISurvey@GBISurvey.com
www.GBISurvey.com

JOB NO: 212209
SCALE: 1"=200'
DATE: 05/21/2026
MBS No.: 26-295

EXHIBIT "B"
TO ANNEXATION ORDINANCE -
MUNICIPAL SERVICE AGREEMENT

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

(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 John Caldwell Jr., Ann Chaffin, and D.R. Horton-Texas, Ltd. ("Owners").

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.

At the time of execution of this Agreement by the City, the Owners owns approximately 1.018 acres of land located within the City's extraterritorial jurisdiction situated in Brazoria County, Texas (the "Property"), and the Property is described on Exhibit "A", which is attached and incorporated herein by reference.

The Owners represent and warrant that they collectively own the entire Property.

City and Owners 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 Owners 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 homeowner's 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. The Development Agreement and Utility Agreement (each as defined herein) govern the provision of those services for the Property.

iv. Water and Wastewater Utilities. The City shall provide water and wastewater utilities to the Property pursuant to the terms of the Development Agreement and the Utility Agreement.

v. Solid Waste Services. The City shall provide solid waste services to the Property pursuant to the terms of the Development Agreement and the Utility Agreement.

c. The City shall not be required to provide a service except as expressly provided by this Agreement, the Development Agreement, and/or the Utility Agreement.

d. Owners understand and acknowledge 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 Owners represent that they have full power, authority, and legal right to execute, deliver, and perform their respective obligations pursuant to this Agreement. Owners acknowledge 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 any 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 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; provided, however, that Ultimate Consumers (as such term is defined in the Development Agreement) shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants and land use restrictions applicable to the use of their tract or lot.

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 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 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: _____
Wil Kennedy, Mayor

ATTEST:

_____
Kayleen Rosser, City Secretary

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 21 day of September, 2026, 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

DAISY MATA
Notary ID # 128594252
My Commission Expires
09/18/2027

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 23 day of September, 2026, 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

DAISY MATA
Notary ID # 128594252
My Commission Expires
09/18/2027

John Caldwell Jr.

Signature: X John Caldwell Jr.

Name: John Caldwell, Jr.

Title: Owner

THE STATE OF TEXAS §

§

COUNTY OF Brazoria §

This instrument was acknowledged before me on October 01, 2026, by John Caldwell Jr.

Sarah P. Underwood
Notary Public, State of Texas

(NOTARY SEAL)

SARAH PROVIDENCE UNDERWOOD
Notary ID #131643015
My Commission Expires
July 16, 2030

Ann Chaffin

Signature: Ann Chaffin

Name: Ann Chaffin

Title: Owner

THE STATE OF TEXAS §

§

COUNTY OF Brazoria §

This instrument was acknowledged before me on October 01, 2026, by Ann Chaffin.

Sarah P. Underwood
Notary Public, State of Texas

(NOTARY SEAL)

SARAH PROVIDENCE UNDERWOOD
Notary ID #131643015
My Commission Expires
July 16, 2030

D.R. Horton-Texas LTD.

By: its Authorized Agent

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2026, by _____, _____of D.R. Horton-Texas LTD., on behalf of said limited liability company and said limited partnership.

_____
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2026, by Ann Chaffin.

(NOTARY SEAL) _____
Notary Public, State of Texas

D.R. Horton-Texas LTD.

By: its Authorized Agent

By: _____

Name: Dante Esposito

Title: Division President

THE STATE OF TEXAS §

§

COUNTY OF FORT BEND §

This instrument was acknowledged before me on OCTOBER 7, 2026, by DANTE ESPOSITO, DIVISION PRESIDENT of D.R. Horton-Texas LTD., on behalf of said limited liability company and said limited partnership.

Morgan Bowman
(NOTARY SEAL) Notary Public, State of Texas

MORGAN B BOWMAN
Notary Public, State of Texas
Comm. Expires 06-30-2030
Notary ID 133838436