

**AGREEMENT EXPANDING EXTRATERRITORIAL JURISDICTION OF  
CITY OF IOWA COLONY  
(County Road 758 - Duke Road Right of Way)**

1. Brazoria County, Texas (“the County” or “Owner”) is the political subdivision that maintains the road and road right of way subject to this agreement and is the owner of that road and road right of way (“the Extraterritorial Jurisdiction Expansion Area” or “the Land”). The Land is the entire width of a portion of the right of way of County Road 758, also known as Duke Road, as more fully described on Exhibit “A”, which is attached hereto and incorporated herein in full.

2. The Land is adjacent to the existing extraterritorial jurisdiction of the City of Iowa Colony, Texas and is not in the extraterritorial jurisdiction of any other municipality.

3. This agreement is authorized by Texas Local Government Code section 42.022 and any other applicable law.

4. The City of Iowa Colony hereby requests that Brazoria County, Texas authorize the inclusion of the Land within the extraterritorial jurisdiction of the City of Iowa Colony, Texas. Brazoria County and the City of Iowa Colony agree that the Land is hereby included in the extraterritorial jurisdiction of the City of Iowa Colony.

5. If any portion, of any size, of this Agreement is ever held to be invalid for any reason, then the remainder of this Agreement shall remain in full force and effect. In addition, and without limiting the generality of the foregoing, if any portion of this Agreement is ever held to be invalid as to any portion of the Land, then this Agreement shall remain in full force and effect as to the rest of the Land.

6. This written Agreement is the whole agreement of the parties concerning the subject matter of this Agreement. Neither party has received or relied on any oral or written representations, promises, or warranties, other than the statements in this written Agreement.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026, 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**

\_\_\_\_\_  
**L. M. "MATT" SEBESTA, JR.,  
COUNTY JUDGE**

**ATTEST:  
BRAZORIA COUNTY CLERK**

By: \_\_\_\_\_  
**Joyce Hudman**

THE STATE OF TEXAS    §  
COUNTY OF BRAZORIA   §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2026, by **L. M. "Matt" Sebesta, Jr., as County Judge**, on behalf of Brazoria County, Texas.

\_\_\_\_\_  
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 \_\_\_\_\_, 2026, by **Joyce Hudman**, as Brazoria County Clerk, on behalf of Brazoria County, Texas.

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

**EXHIBIT “A”**  
**EXTRATERRITORIAL JURISDICTION EXPANSION AREA**

A tract of land containing approximately 0.341-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.341-acre tract is in Lot 452 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 10.00-acre tract of land described in a deed to John Okewunmi and Kim Okewunmi as recorded in Clerk's File No. 2023003799 in the Brazoria County Clerk's Office. Said 0.341-acre tract is the South Half of 60-Foot R.O.W. (Duke Road A.K.A. C.R. 758).

A tract of land containing approximately 0.342-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.342-acre tract is in Lot 461 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 8.737-acre tract of land described in a deed to Jean Meyerson as recorded in Clerk's File No. 93-042361 in the Brazoria County Clerk's Office. Said 0.342-acre tract is the North Half of 60-Foot R.O.W. (Duke Road A.K.A. C.R. 758).

City of Iowa Colony  
0.341 Acre

H.T. & B.R.R. Co. Survey, Section 50  
Abstract No. 512

**ANNEXATION TRACT 1  
SOUTH HALF OF 60-FOOT WIDE R.O.W. (DUKE ROAD A.K.A. C.R. 758)**

STATE OF TEXAS           §

COUNTY OF BRAZORIA    §

METES AND BOUNDS DESCRIPTION of a 0.341-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.341-acre tract is in Lot 452 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 10.00-acre tract of land described in a deed to John Okewunmi and Kim Okewunmi as recorded in Clerk's File No. 2023003799 in the Brazoria County Clerk's Office. Said 0.341-acre tract is more particularly described as follows:

COMMENCING at the point of intersection of the centerline of Airline Drive, a.k.a. County Road 48 (based on a width of 40 feet) with the centerline of Duke Road, a.k.a. County Road 758 (based on a width of 60 feet). Said point is the common corner of Lots 401, 402, 411 and 412 of said Emigration Land Company Subdivision and in the common line between said H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 and the Charles M. Hayes Survey, Section 2, Abstract No. 531.

THENCE, East, along the centerline of said Duke Road, same being the extended common line between said Lots 411 and 412 for a distance of 1,980.00 feet to the POINT OF BEGINNING and northwest corner of the herein described tract. Said point is the common corner of Lots 441, 442, 451 and 452;

THENCE, East, along the common line between said Lots 451 and 452 for a distance of 494.70 feet to the common corner of Lots 451, 452, 461 and 462. Said point is the northeast corner of the herein described tract;

THENCE, South 00°13'19" East, along the common line between said Lots 452 and 462 for a distance of 30.00 feet to a point on the south right-of-way line of the aforementioned Duke Road;

THENCE, West, along the south line of said Duke Road for a distance of 494.82 feet to a point in the common line between said 452 and 442;

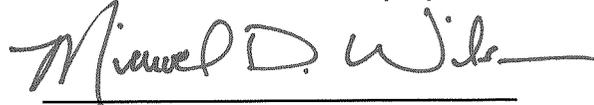
THENCE, North, along the common line between said Lots 442 and 452 for a distance of 30.00 feet to the POINT OF BEGINNING, containing a computed area of 0.341-acre (14,842 square feet).

NOTE:

1. The bearings shown hereon are based on Ordinance No. 73-C as recorded in Volume 1199, Page 804 in the Brazoria County Ceed Records.
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. 25-126



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

11/10/25



City of Iowa Colony  
0.342 Acre

H.T. & B.R.R. Co. Survey, Section 50  
Abstract No. 512

**ANNEXATION TRACT 2  
NORTH HALF OF 60-FOOT WIDE R.O.W. (DUKE ROAD A.K.A. C.R. 758)**

STATE OF TEXAS           §

COUNTY OF BRAZORIA    §

METES AND BOUNDS DESCRIPTION of a 0.342-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.342-acre tract is in Lot 461 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 8.737-acre tract of land described in a deed to Jean Meyerson as recorded in Clerk's File No. 93-042361 in the Brazoria County Clerk's Office. Said 0.342-acre tract is more particularly described as follows:

COMMENCING at the point of intersection of the centerline of Airline Drive, a.k.a. County Road 48 (based on a width of 40 feet) with the centerline of Duke Road, a.k.a. County Road 758 (based on a width of 60 feet). Said point is the common corner of Lots 401, 402, 411 and 412 of said Emigration Land Company Subdivision and in the common line between said H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 and the Charles M. Hayes Survey, Section 2, Abstract No. 531.

THENCE, East, along the centerline of said Duke Road, same being the extended common line between said Lots 411 and 412 for a distance of 2,475.33 feet to the POINT OF BEGINNING and southwest corner of the herein described tract. Said point is the common corner of Lots 451, 452, 461 and 462;

THENCE, North 00°02'11" East, along the common line between said Lots 451 and 461 for a distance of 30.00 feet to a point in the north right-of-way line of said Duke Road;

THENCE, East, along the north line of said Duke Road for a distance of 497.26 feet to a point in the common line between said Lots 461 and 468;

THENCE, South 00°06'04" East, along the common line between said Lots 461 and 468 for a distance of 30.00 feet to the common corner of said Lots 461, 462, 468 and 469;

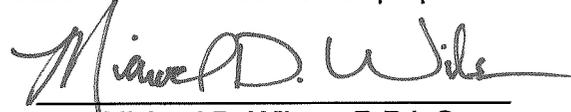
THENCE, West, along the common line between said Lots 461 and 462 for a distance of 497.33 feet to the POINT OF BEGINNING, containing a computed area of 0.342-acre (14,919 square feet).

NOTE:

1. The bearings shown hereon are based on Ordinance No. 73-C as recorded in Volume 1199, Page 804 in the Brazoria County Ceed Records.
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

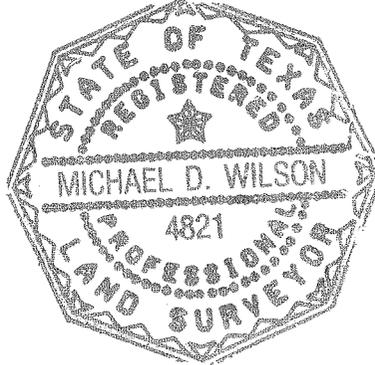
property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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Job No. 25-126



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

11/10/25



**MUNICIPAL SERVICES AGREEMENT BETWEEN  
THE CITY OF IOWA COLONY, TEXAS AND  
BRAZORIA COUNTY, TEXAS  
FOR COUNTY ROAD 758 - DUKE ROAD RIGHT OF WAY**

**RECITALS:**

Chapter 43 of the Texas Local Government Code authorizes the annexation of an area upon the request of the owner of the land to be annexed. Brazoria County, Texas owns and maintains the road right-of-way constituting the Annexation Area described herein. The City of Iowa Colony, Texas has requested that Brazoria County, in its capacity as landowner, authorize the City to annex and incorporate the Annexation Area into the corporate boundaries of the City of Iowa Colony.

The Annexation Area is described as follows:

A tract of land containing approximately 0.341-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.341-acre tract is in Lot 452 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 10.00-acre tract of land described in a deed to John Okewunmi and Kim Okewunmi as recorded in Clerk's File No. 2026003799 in the Brazoria County Clerk's Office. Said 0.341-acre tract is the South Half of 60-Foot R.O.W. (Duke Road A.K.A. C.R. 758).

A tract of land containing approximately 0.342-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.342-acre tract is in Lot 461 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 8.737-acre tract of land described in a deed to Jean Meyerson as recorded in Clerk's File No. 93-042361 in the Brazoria County Clerk's Office. Said 0.342-acre tract is the North Half of 60-Foot R.O.W. (Duke Road A.K.A. C.R. 758).

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 department 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. **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:** \_\_\_\_\_  
**Wil Kennedy, Mayor**

**ATTEST:**

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

STATE OF TEXAS           §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026, 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**

\_\_\_\_\_  
**L. M. "MATT" SEBESTA, JR.,  
COUNTY JUDGE**

**ATTEST:  
BRAZORIA COUNTY CLERK**

**By:** \_\_\_\_\_  
**Joyce Hudman**

THE STATE OF TEXAS       §  
COUNTY OF BRAZORIA     §

This instrument was acknowledged before me, on the \_\_\_\_ day of \_\_\_\_\_, 2026, by **L. M. "Matt" Sebesta, Jr., as County Judge**, on behalf of Brazoria County, Texas.

\_\_\_\_\_  
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 \_\_\_\_\_, 2026, by Joyce Hudman, as Brazoria County Clerk, on behalf of Brazoria County, Texas.

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