

**DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF MISSION AND VANGUARD ACADEMY**

**THIS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MISSION, TEXAS AND VANGUARD ACADEMY** (“Agreement”), is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Mission, Texas (“City”), and Vanguard Academy (“Developer”), collectively referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Developer, a Texas nonprofit corporation and open-enrollment charter school, is constructing a Public Charter School (“School”) in the City to be located on property located along the West side of N. Stewart Road approximately 600 feet South of E. Mile 2 Road (the “Property”); and

**WHEREAS**, the legal description of the Property on which the School shall be constructed is the South 19.06 acres out of Lot 28-12, West Addition to Sharyland Subdivision; and

**WHEREAS**, the City has previously determined and acknowledged by letter dated February 27, 2025, that Developer’s proposed School does not require a zoning change for the Property; and

**WHEREAS**, in this Agreement the City and Developer wish to address issues related to the construction and eventual operation of the School, including the City’s approval of Developer’s plat/subdivision application and the Parties’ respective obligations related to municipal infrastructure improvements, among others; and

**WHEREAS**, pursuant to the City’s building regulations and ordinances, Developer would be required to construct a traffic signal at the intersection of Mile 2 Road and North Stewart Road to serve the School; however, the City has already constructed this improvement; and

**WHEREAS**, subject to the provisions in this Agreement, Developer has agreed to deposit into escrow an amount equal to the estimated reasonable cost to be incurred by the City for acquiring the necessary right of way and by Developer for constructing a right-hand turn lane at the intersection of Mile 2 Road and North Stewart Road more accurately described in attached Exhibit A, hereinafter referred to as the “Improvements”; and

**WHEREAS**, having provided such assurance under this Agreement, Developer has satisfied all requirements of the City’s building regulations and ordinances, and shall not be further delayed in receiving any approvals or permits necessary for the construction and operation of the Developer’s School; and

**WHEREAS**, this Agreement clearly is in the best interests of the City and Developer and it is deemed mutually beneficial to each.

**NOW, THEREFORE**, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer covenant and agree as follows:

1. **Escrow Funds for the Improvements.** Developer agrees to deposit with an Escrow Agent an amount equal to the sum of (1) \$21,284, which is the estimated fair market value of the right-of-way easement necessary for the Improvements, as shown in Exhibit B; (2) \$20,000, as an allowance for reasonable legal fees incurred by the City associated with condemnation proceedings, if necessary; and (3) \$65,975.50, for the engineer's estimated of cost for the design and construction of the Improvements, as shown in Exhibit C.

2. **Approval of Plat/Subdivision Application, Release of Building Permit, and Issuance of Certificate of Occupancy for School; Conditions.** Upon execution of this Agreement in which Developer has committed to make Escrow Funds available for the City to secure the necessary right-of-way and for the Developer to complete the Improvements, the City shall issue approval of Developer's Plat/Subdivision Application. Furthermore, the City shall issue a building permit for the proposed School on the Property after building plans for such School have been submitted to the City and a certificate of occupancy for the School shall be issued by the City upon Developer's completion of construction of the School, even if the Developer has not yet completed construction of the off-site improvements.

3. **Release of Escrow Funds.** Upon securing the right-of-way easement necessary for the Improvements, the Escrow Agent shall release to the City an amount sufficient to reimburse the City for its verified reasonable costs incurred in the acquisition of the necessary right-of-way, but such reimbursements shall not exceed the amount deposited by Developer corresponding to the right-of-way and allowance for potential legal fees. Upon completing the design and construction of the Improvements, the Escrow Agent shall release to the Developer all remaining Escrow Funds, including any and all interest that may accrue on the Escrow Funds. If Developer abandons the project and does not construct the School, the Escrow Agent shall release all Escrow Funds to Developer upon receiving notice of such decision by Developer.

4. **Amendment of this Agreement.** It is specifically agreed by the Parties that any amendments to this Agreement shall be in writing.

5. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

6. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of



13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

14. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

15. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. This Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

16. **Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

17. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

18. **Miscellaneous Drafting Provisions; Interpretation.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Moreover, in the event of any conflict between any term or provision contained in this Agreement and any applicable City ordinances related to development standards for the Project, the terms or provisions of this Agreement shall apply.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date first above written.

**[Remainder of Page Intentionally Left Blank]**

**THE CITY OF MISSION, TEXAS**

By: \_\_\_\_\_  
Name: Norie Gonzalez Garza  
Title: co-Mayor

**STATE OF TEXAS        )**  
**)**  
**COUNTY OF HIDALGO    )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2026,  
by JP Terrazas, co-interim City Manager for the City of Mission, Texas, on behalf of the  
City of Mission, Texas.

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

**VANGUARD ACADEMY**

By: \_\_\_\_\_  
Name: Dr. Marisol Rocha  
Title: Superintendent

**STATE OF TEXAS        )**  
**)**  
**COUNTY OF HIDALGO    )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2026,  
by Superintendent Dr. Marisol Rocha on behalf of Vanguard Academy.

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