

ANNEXATION SERVICE AGREEMENT

Pursuant to the provisions of V. T.C.A., Local Government Code Section 43.0672, in connection to the voluntary annexation of a 3.3126 acre tract of land, being lots 2 & 3, Margot Estates Subdivision, located along the West side of Moorfield Road approximately 1,100 feet North of Mile 3 Road, the owner of the land in the area and the City of Mission ("City"), collectively referred to herein as the "Parties", hereby enter into this written Annexation Service Agreement as follows:

A. Services to be provided on the effective date of annexation unless otherwise specified.

1. Police Protection

Patrolling, radio response to calls and other routine police services using present personnel and equipment will be provided on the effective date of annexation. Patrol positions will be added when population warrants.

2. Fire Protection

Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water will be provided on the effective date of annexation.

3. Emergency Medical Services

Emergency medical services will be provided on the effective day of annexation.

4. Environmental Health and Code Compliance

Health protection including the elimination of weedy lots, illegal dumping, unsanitary septic systems, sources of standing water and other public nuisances will be provided on the effective date of annexation

5. Solid Waste Collection

Pick-up will begin on the effective date of annexation at the same level of service and cost provided to other similar areas presently found within the City of Mission.

Brush collection will be on a periodic basis as established by the City Sanitation Department with an active utility account.

6. Operation and Maintenance of Public Water and Wastewater Facilities

Routine maintenance of existing water and wastewater facilities owned by the City of Mission will continue the effective day of annexation. The property is not within Mission's Certificate of Convenience and Necessity (CCN) for water.

7. Operation and Maintenance of Public Roads and Streets

Routine maintenance of public roads and streets will begin on the effective date of annexation.

B. If the city fails to zone the property as Townhouse Residential ("R-1T") District after the rezoning public hearings are held, the City agrees to de-annex the property within three (3) months after the rezoning process is completed.

- C. The consideration of Council direction to waive the park fees during the subdivision process in the amount of \$16,200.00
- D. The City agrees to provide funds for the oversizing of a 24-inch RCP drain line to a 30-inch RCP (invoice price) drain line.
- E. The developer agrees to change the name of the subdivision. Moorefield Heights is already in use.
- F. The developer agrees to build the internal street to be 37-feet from the back of the curb to the back of the curb.
- G. The developer agrees to install curb and gutter and add pavement along Moorefield Road within the boundary of the subdivision with sidewalks.
- H. The developer agrees to pay the capital sewer recovery fees of \$200.00 per lot during the subdivision process.
- I. The developer agrees to pay for the lab testing fees plus 15 percent for possible failed tests based on a cost estimate from the engineering firm the city has under contract. In addition, the developer agrees to pay the city an \$85.00 per hour fee for each city inspector that conducts inspections at the site.
- J. The city agrees to enter into an agreement with the Sharyland Water Supply Corporation toward the maintenance of the fire hydrants/filling stations.
- K. The city agrees not to require a detention pond since Hidalgo County Drainage District No. 1 has allowed detention within the existing outfall drainage ditch.

SIGNED this 27th day of October, 2026

CITY OF MISSION

By: _____
Norie Gonzalez Garza, Mayor

OWNER OF THE PROPERTY DESCRIBED ABOVE

By: _____
Celso Gonzalez Construction, Inc.
Celso Gonzalez, President