CITY OF LAREDO
ANNEXATION AGREEMENT AND SERVICE PLAN
TRACT 7
VALLECILLO ROAD PORTION NO. 1 TRACT

WHEREAS, the City of Laredo is a home rule municipality and a political subdivision of the State of Texas; and

WHEREAS, Chapter 43.003 of the Texas Local Government Code specifically sets out the legal requirements for the annexation of land adjoining the city limits of a home-rule municipality, such as the City of Laredo, Texas; and

WHEREAS, Radcliffe Killam II, on behalf of Killam Development, Ltd., has filed a voluntary petition with the City of Laredo for the annexation of 14.09 acres, more or less, tract of land, said tract of land being more particularly described by metes and bounds on the attached Exhibit A; and

WHEREAS, Section 1.04 of the Charter of the City of Laredo requires the execution of an annexation agreement between the City of Laredo and the landowner of the territory being annexed; and

WHEREAS, Section 43.0672 of the Texas Local Government Code, requires the preparation of a service plan describing the provision of municipal services to the territory being annexed, prior to implementation of annexation proceedings and related public hearings.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Seven-Hundred Fifty and No/100 Dollars ($750.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF LAREDO**, a home-rule municipality, and Radcliffe Killam II, on behalf of Killam Development, Ltd., being the parties to this A**NNEXATION AGREEMENT AND SERVICE PLAN**, do hereby mutually acknowledge, consent, and agree to the following terms, conditions and service plan for annexation by the City of Laredo of 14.09 acres tract of land, more or less, belonging to Killam Development, Ltd.

SERVICE PLAN

A petition for annexation for Radcliffe Killam II, on behalf of Killam Development, Ltd., was received for property designated as "Tract 7 (Vallecillo Road Portion No. 1 Tract)" described by metes and bounds in Exhibit A of this Annexation Agreement and Service Plan and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.0672 of the Texas Local Government Code and was available for review by the public at a hearing duly held on October 19, 2026. Public notice of the hearing was provided on October 3, 2026, not more than twenty (20) or less than ten (10) days before the hearing as provided in Section 43.0673 of the Texas Local Government Code.

Section 1. Services to be provided on the effective date of annexation

1. Police Protection: Police protection shall be provided to the tract immediately upon the effective date of annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation, and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS services will be provided to the area from Fire Station No. 9, which is located approximately 2.3 miles from the proposed site. Fire services include protection, prevention, and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days from the effective date of annexation on the same basis as other residential and institutional customers. Institutional, commercial, and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fees charged customers within the tract will be the same as all similarly classified customers.

4a. Operation and Maintenance of Public Water Services

RESIDENTIAL ANNEXATION FEE FOR WATER:

Lots under 10,000 sq.ft.	$1,298.70/lot (135 gpcd X 3.7 person/lot X $2.60/gal)
Lots over 10,000 sq.ft.	$1,943.59/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR WATER:

Less than 1.0 acres	$1,295.66/lot
Lots 1 acre and Fraction:	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Water service will be to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

4b. Operation and Maintenance of Public Wastewater Services:

RESIDENTIAL ANNEXATION FEE FOR SANITARY SEWER:

Lots under 10,000 sq.ft.	$2,205.20/lot (100 gpcd X 3.7 person/lot X $5.96/gal)
Lots over 10,000 sq.ft.	$2,591.48/lot

COMMERCIAL/INDUSTRIAL ANNEXATION FEE FOR SANITARY SEWER:

Less than 5.0 acres	$1,593.00/acre (15 people/ac. X 18 gallons/person/day X $5.90 gallon=$1,593.00)
More than 5.01 acres	$1,943.60/acre

This fee is in addition to water availability or other fees but shall be superseded by the adoption and implementation of impact fees. Wastewater service will be provided to the customer at the same rates charged like customers within the City Limits. The City Charter and City Ordinance require that all line extensions be made at the expense of the developer to conform to City Standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within City Limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. All thoroughfare rights-of-way shall be dedicated to comply with the Long-Range Thoroughfare requirements of the City of Laredo's Comprehensive Plan. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. Street lighting is required of all new development and will be provided at petitioner's expense.

6. Operation and Maintenance of parks, playgrounds and swimming pools: Any future residential developments proposed to be constructed on the annexed property must satisfy all requirements for parkland and improvement fees, as defined in the most recently adopted Parkland Dedication Ordinance.

7. Operation and Maintenance of other public facilities: No public facilities, public buildings, or other service facilities are presently located within the tract. All facilities required by the development shall be provided at the expense of the petitioner, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision, nor will it require the funding of capital improvements by the petitioner to which petitioner has not agreed prior to the institution of proceedings, or which will be charged in any manner inconsistent with Chapter 395 of the Texas Local Government Code. The Service Plan does not propose services in the area in a manner that would have the effect of reducing by more than a negligible amount the level of fire and police protection and emergency medical services provided within the corporate boundaries of the municipality before annexation.

If the annexed area had a lower level of services, infrastructure, and infrastructure maintenance than the level of services, infrastructure, and infrastructure maintenance provided within the corporate boundaries of the municipality before annexation, a service

plan must provide the annexed area with a level of services, infrastructure, and infrastructure maintenance that is comparable to the level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Section 2. Capital Improvements
The tract does not require the construction or acquisition of capital improvements by the City. Petitioner agrees to provide all roadways, drainage, and all public improvements at such time as the property is platted.

Section 3. Land Use
When the annexation results in the abutment of residential uses with M-1 (Light Manufacturing District) as defined in the Laredo Land Development Code, a 100 ft. buffer yard between the different land uses shall be required, and the buffer yard shall be maintained by the property owner. This *Section 3. Land Use* shall survive the expiration of this agreement.

The Service Plan is valid for a period of ten (10) years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.

THIS ANNEXATION AGREEMENT AND SERVICE PLAN WAS ENTERED INTO AND EXECUTED ON THIS_____DAY OF____, 2026.

CITY OF LAREDO,
a Texas Municipal Corporation

By: _____
Joseph Neeb
City Manager

ATTESTED:

_____
Mario Maldonado, Jr.
City Secretary

Killam Development, Ltd.

By: _____
Radcliffe Killam II

APPROVED AS TO FORM:

_____
Doanh "Zone" T. Nguyen
City Attorney

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____ , 2026 by Joseph Neeb, for and on behalf of the City of Laredo.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

State of Texas *
County of Webb *

This instrument was acknowledged before me on this ___ day of _____, 2026 by Radcliffe Killam II, on behalf of Killam Development, Ltd.

_____
Notary Public, State of Texas