

**MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF MANVEL, TEXAS AND BCS CAPITAL GROUP**

This Municipal Services Agreement (“Agreement”) is entered into on , by and between the City of Manvel, Texas (the “City”) and BCS Capital Group (the “Developer”) (together, the “Parties”), pursuant to Chapter 43 of the Texas Local Government Code (the “Code”). This Agreement relates to the annexation by the City (the “Annexation”) of the tracts of land originally described to the City in annexation request letters from the then-landowners (the “Property”, also referenced herein as the “annexed area”), which are attached hereto as Exhibits A and B.

RECITALS

The Parties agree that the following recitals are true and correct and form the basis upon which the Parties have entered into this Agreement.

WHEREAS, Section 43.0671 of the Code permits the City to annex an area if each owner of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Developer owns or will own the Property, containing certain parcels of land situated in Brazoria County, Texas, which consists of approximately 47 acres of land in the City's extraterritorial jurisdiction;

WHEREAS, the then-current owners of the Property submitted a written request with the City for the Annexation of the Property;

WHEREAS, City and Developer desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation and execution of this Agreement are subject to approval by the Manvel City Council; and

NOW THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Developer agree as follows:

I. EFFECTIVE TERM. This Agreement shall be in effect for a period of twenty (20) years, commencing on the effective date of the Annexation, unless otherwise stated in this Agreement. Renewal of the Agreement shall be at the option of the City or the Developer by submitting a renewal request. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Agreement and specifically renews this Agreement for a stated period of time, which shall not be unreasonably withheld.

II. INTENT. It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law. It is not the intent of this Agreement to require that a uniform level of service be provided to all areas of the City, including the Property, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

III. MUNICIPAL SERVICES.

A. General. As used in this Agreement, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Agreement. This may include, but is not limited to, causing or allowing private utilities, other governmental entities, or other public service organizations to provide such services, in whole or in part.

B. Services To Be Provided. Commencing on the effective date of the Annexation, the City must provide to the Property: police protection; fire protection; emergency medical services; solid waste collection; operation and maintenance of water and wastewater facilities in the annexed area; operation and maintenance of roads and streets, including lighting; and maintenance of any other publicly owned facility, building, or service.

1. Police Protection. The Manvel Police Department will provide police protection and law enforcement services within the Property

upon the effective date of the Annexation. These activities will include routine patrols and responses, handling of complaints and incident reports, investigations, and, as appropriate, support by special units. In order to provide the above-referenced services, the Police Department will operate from a City facility. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. Fire Protection. The Manvel Fire Department will provide fire protection services within the Property upon the effective date of the Annexation. Fire prevention activities will be provided by the City Fire Marshal's office.
3. Emergency Medical Services. Service will be provided through by the City of Manvel t on the same basis as the areas within the City limits.
4. Solid Waste Collection. The City's solid waste collection service will be provided to the Property on the same basis as like-kind structures currently within the City limits.
5. Operation and Maintenance of Water and Wastewater Facilities in the Annexed Area. All new buildings shall be required to connect to the City's water and sewer systems at each building owner's expense. If any such facilities are found to already exist, or are constructed or acquired by the City within the Property or off-site to serve the Property with Water and Wastewater Facilities, the City will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, land use, and population density as those reasonably contemplated or projected within the Project.
6. Operation and Maintenance of Roads and Streets. Maintenance to the street facilities will be provided by the City upon the effective date of the Annexation. The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction, which will include Kirby Drive, but will not include internal cross access drives or detention ponds.

Such Department will also provide services relating to City traffic control devices. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Property.

7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Any facility, building, or service existing or which may be constructed or located by the City within the Property will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Property.

C. Code Enforcement Services.

1. Enforcement of the City's ordinances, including the associated Planned Unit Development ("PUD"), will be provided within the annexed area on the effective date of the annexation ordinance for the Annexation. These ordinances and other regulations will be enforced using existing personnel.
2. Complaints of ordinance violations or other code violations within the annexed area will be answered and investigated by existing personnel on the effective date of the annexation ordinance for the Annexation.
3. Animal Control services will be provided to those areas within the annexed area on the effective date of the annexation ordinance for the Annexation using existing personnel and equipment.

- D. Miscellaneous. General municipal administration and administrative services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance for the Annexation.

IV. **GOVERNING LAW AND VENUE.** If this Agreement is litigated, venue shall be in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Galveston Division and construed in conformity with the provisions of Chapter 43 of the Code.

V. **FORCE MAJEURE.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as affected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, pandemics, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VI. **NO WAIVER.**

A. The failure of either 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.

B. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

VII. **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.

VIII. **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.

IX. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND**. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Developer.

X. **ENTIRE AGREEMENT**. This Agreement supersedes all other negotiations, representations, plans, and agreements, whether written or oral. If one or more provisions of this Agreement is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Agreement shall remain valid and in full force and effect.

Executed as of the day and year first above written to be effective on the effective date of the Annexation of the Property.

THE CITY OF MANVEL

By: _____

Name: _____

Title: _____

BCS CAPITAL GROUP

By: _____

Name: _____

Title: _____

EXHIBIT A

October 2, 2025

Via Email
City of Manvel
20031 Hwy 6
Manvel, TX 77578

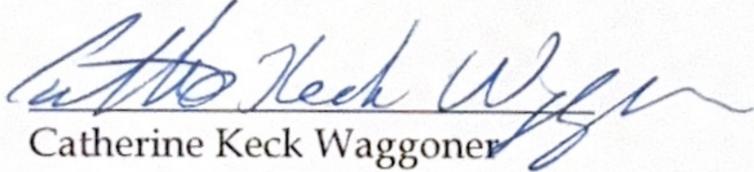
Re: Formal Request for Annexation Into The City of Manvel

Dear Mayor and City Council:

We are the landowners (the "Landowners"), who together own the entirety of an approximately 47-acre tract in the extraterritorial jurisdiction of the City of Manvel (the "Land"). By means of this letter, the Landowners formally request annexation into the City of Manvel under Local Government Code Section 43.0671. The Landowners appreciate your and the City Council's consideration of their request.

In accordance with Section 43.0671 of the Local Government Code, we respectfully request that the City take official action to annex the Land into the City. This request is conditioned upon the satisfactory negotiation of a Chapter 380 economic development agreement and conditional approval of a PUD. Thank you for your attention to this matter.

Sincerely,


Catherine Keck Waggoner

TH Property, Inc.
Hoan Hoang

T Hoang Property, Inc.
Hoan Hoang

October 2, 2025

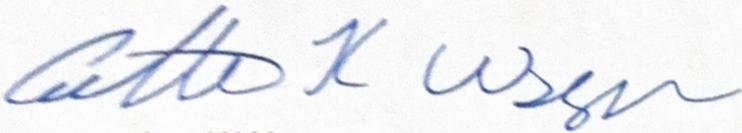
Ryan Sweeney
BCS Capital Group
5847 San Felipe Street, Suite 2030
Houston, Texas 77057

Re: BCS Zoning Application

Dear Ryan,

I, Catherine Keck Waggoner, hereby authorize EHRA Engineering to submit on our behalf the request for the "BCS Planned Unit Development."

Best regards,



Catherine K Waggoner
4602 View West
Austin, Texas 78735

EXHIBIT B