

ORDINANCE NO. 2026-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, ANNEXING AN AREA OF LAND TOTALING APPROXIMATELY 444.46 ACRES OUT OF THE GARCIA-DOUGHERTY PROPERTY, BEING THE EAST HALF OF TRACT “A” OF SHARE 7, SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, AS DESCRIBED IN THE PARTITION DEED RECORDED IN VOLUME 141, PAGE 519, DEED RECORDS OF CAMERON COUNTY, TEXAS, AND AS MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”; EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION UNDER CHAPTER 43, SUBCHAPTER C-3, TEXAS LOCAL GOVERNMENT CODE, INCLUDING THE OWNER’S PETITION, PUBLIC HEARING, REQUIRED NOTICES, OPEN MEETINGS, AND EXECUTION OF A WRITTEN SERVICES AGREEMENT, HAVE BEEN MET ACCORDING TO LAW; GRANTING TO ALL INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; PROVIDING INSTRUCTIONS FOR AMENDING THE OFFICIAL MAP AND BOUNDARIES OF THE CITY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE; APPROVING THE WRITTEN SERVICES AGREEMENT ATTACHED AS EXHIBIT “B”; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Starbase, Texas (the “City”) is a Type C general-law municipality operating under the commission form of government; and

WHEREAS, the City is authorized, pursuant to Chapter 43 of the Texas Local Government Code, including Subchapter C-3 thereof, to annex property located within the extraterritorial jurisdiction of the City on request of each owner of land in the area and to extend the boundary limits of the City; and

WHEREAS, the City received a C-3 voluntary annexation petition dated August 28, 2026 (the “Petition”) from Space Exploration Technologies Corp., the owner of the land (the “Owner”), requesting annexation into the City’s boundary limits of a certain area of land totaling approximately 444.46 acres out of the Garcia-Dougherty Property, being the East Half of Tract “A” of Share 7, San Martin Grant, Cameron County, Texas, as described in the Partition Deed recorded in Volume 141, Page 519, Deed Records of Cameron County, Texas, as further described and depicted in Exhibit “A”, attached and incorporated as if set forth fully herein (the “Area”); and

WHEREAS, in accordance with Section 43.0671 of the Texas Local Government Code, each owner of land in the Area has requested the annexation; and

WHEREAS, in accordance with Section 43.0672 of the Texas Local Government Code, a written agreement regarding the provision of municipal services to the Area (the “Services Agreement”) was

negotiated and executed by the City and the Owner prior to the adoption of this Ordinance, and is attached as Exhibit “B”; and

WHEREAS, in accordance with Section 43.0673 of the Texas Local Government Code, notice of the public hearing on the proposed annexation was posted on the City’s internet website and published in a newspaper of general circulation in the City and in the area proposed for annexation, as required by law; and

WHEREAS, in accordance with Section 43.905 of the Texas Local Government Code, the City provided written notice of the proposed annexation to each public school district located in the Area; and

WHEREAS, in accordance with Section 43.9051 of the Texas Local Government Code, the City provided written notice of the proposed annexation to required public entities, including Cameron County and applicable fire-protection and emergency-medical-services providers, describing the Area and any anticipated financial impact; and

WHEREAS, in accordance with Section 43.0673 of the Texas Local Government Code, the City Commission conducted a public hearing on the proposed annexation on September 21, 2026, at which all interested persons were given the opportunity to be heard, and thereafter considered this Ordinance at the same meeting; and

WHEREAS, the City Commission has investigated, determined, and officially finds that the Area is within the extraterritorial jurisdiction of the City and that no part of the Area is within the corporate limits or the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent any portion of the Area is appraised for ad valorem tax purposes as land for agricultural or wildlife-management use or as timber land under Chapter 23 of the Texas Tax Code and is otherwise subject to Section 43.016 of the Texas Local Government Code, the City offered the Owner a development agreement under Section 212.172 of the Texas Local Government Code that would guarantee continuation of the extraterritorial status of that portion and authorize enforcement of City regulations that do not interfere with such use, and the Owner declined that offer and requested annexation; and

WHEREAS, the City Commission finds and determines that annexation of the Area as requested by the Owner is in the best interests of the citizens of the City and the owners and inhabitants of the Area; and

WHEREAS, the City Commission finds that all statutory requirements for annexation of the Area under Chapter 43, Subchapter C-3, Texas Local Government Code, have been satisfied;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS:

SECTION 1. Findings. The findings in the preamble are true and are adopted as findings of fact and law of the City Commission.

SECTION 2. Annexation. The Area described and depicted in Exhibit “A” is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Area. The Area shall hereafter be included within the boundary limits of the City. The inhabitants of the Area shall hereafter be entitled to all the rights and privileges of other citizens of the City and shall be bound by the acts, ordinances, resolutions, and regulations of the City enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 3. Services Agreement. The Services Agreement attached as Exhibit “B”, negotiated and executed pursuant to Section 43.0672 of the Texas Local Government Code prior to adoption of this Ordinance, is hereby approved and confirmed. The City shall provide municipal services to the Area in accordance with that agreement. The City is not required to provide a service that is not included in the Services Agreement.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Area as part of the City. The City Clerk is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Area as required by applicable law.

SECTION 5. Filing. The City Clerk is directed and authorized to file a certified copy of this Ordinance, together with the description of the Area, with the County Clerk of Cameron County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 6. Severability. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses, phrases, and words of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Commission without the incorporation in this Ordinance of any such unconstitutional word phrase, clause, sentence, paragraph, or section.

SECTION 7. Repealer. This Ordinance shall be cumulative of all provisions of all ordinances of the City of Starbase, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

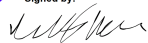
SECTION 8. Engrossment/Enrollment. The City Clerk is hereby directed to enroll and engross this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Commission and by filing this Ordinance in the Ordinance Records of the City.

SECTION 9. Publication. The City Clerk is hereby directed to publish the caption and effective date of this Ordinance as provided by law.

SECTION 10. Effective Date. This Ordinance shall become effective upon its passage and publication as required by law, and it is so ordained.

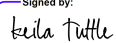
PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF STARBASE, TEXAS, on this the 21st day of September, 2026.

CITY OF STARBASE, TEXAS

Signed by:

7DB3B052C15E4A7

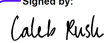
Bobby Peden, Mayor

ATTEST:

Signed by:

E4B3E03D45B4D3

Keila Tuttle, City Clerk

APPROVED AS TO FORM:

Signed by:

897CFA04FA52405

Caleb Rush, City Attorney

Signed by:



EXHIBIT “A”

LEGAL DESCRIPTION AND DEPICTION OF AREA

METES AND BOUNDS DESCRIPTION

444.46 ACRES MORE OR LESS OUT OF THE GARCIA-DOUGHERTY PROPERTY BEING OUT OF THE EAST HALF OF TRACT “A” OF SHARE 7, SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, AS PER THE PARTITION DEED RECORDED IN VOLUME 141, PAGE 519, CAMERON COUNTY DEED RECORDS; SAID 444.46 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS:

SURVEYOR’S NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 4205, NORTH AMERICAN DATUM 1983;

COMMENCING AT THE INTERSECTION OF THE WEST BOUNDARY LINE OF THE WEST HALF OF TRACT “A” WITH THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 4 (100 FT. R.O.W.) BEING ON A CURVE TO THE LEFT WITH A RADIUS OF 1,095.92 FEET AND HAVING A COORDINATE VALUE OF NORTHING: 16,496,987.35', EASTING 1,353,211.05', THENCE, ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 4 (100 FT. R.O.W) AND ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 685.20 FEET, THENCE, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 4, NORTH 35 DEG. 18 MIN. 43 SEC. EAST, A DISTANCE OF 1,840.24 FEET TO THE POINT OF BEGINNING HAVING A COORDINATE VALUE OF NORTHING: 16,498,892.48', EASTING 1,354,814.88', FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, LEAVING THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 4, NORTH 01 DEG. 56 MIN. 45 SEC. WEST, A DISTANCE OF 9,915.34 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED “M&R INC” SET, FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 68 DEG. 10 MIN. 03 SEC. WEST, A DISTANCE OF 26.59 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED “M&R INC” SET AT THE WEST BOUNDARY LINE OF TRACT “A” SHARE 7, FOR A CORNER OF THIS TRACT;

THENCE, ALONG THE WEST BOUNDARY LINE OF SAID TRACT “A”, NORTH 01 DEG. 56 MIN. 45 SEC. WEST, A DISTANCE OF 1,819.12 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED “M&R INC” SET, FOR A CORNER OF THIS TRACT;

THENCE, LEAVING THE WEST BOUNDARY LINE OF SAID TRACT “A”, NORTH 68 DEG. 16 MIN. 53 SEC. EAST, A DISTANCE OF 998.19 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED “M&R INC” SET, FOR A CORNER OF THIS TRACT;

THENCE, NORTH 01 DEG. 49 MIN. 52 SEC. WEST, A DISTANCE OF 833.81 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED “M&R INC” SET ON THE ARMY CORPS OF ENGINEERS SOUTH 13+20 REFERENCE LINE AND THE SOUTH RIGHT-OF-WAY LINE OF THE

BROWNSVILLE SHIP CHANNEL (VOLUME 243, PAGE 257, DEED RECORDS), FOR A CORNER OF THIS TRACT;

THENCE, ALONG THE SAID ARMY CORPS OF ENGINEERS SOUTH 13+20 REFERENCE LINE, NORTH 68 DEG. 16 MIN. 53 SEC. EAST, A DISTANCE OF 813.69 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE INTERSECTION OF THE SAID ARMY CORPS OF ENGINEERS SOUTH 13+20 REFERENCE LINE AND THE SOUTH RIGHT-OF-WAY LINE OF THE SAID BROWNSVILLE SHIP CHANNEL WITH THE EAST LINE OF SAID TRACT "A", FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE EAST LINE OF SAID TRACT "A", SOUTH 02 DEG. 13 MIN. 38 SEC. EAST, A DISTANCE OF 10,891.03 FEET TO A ONE HALF INCH IRON PIN WITH A YELLOW PLASTIC CAP STAMPED "M&R INC" SET AT THE INTERSECTION OF THE EAST BOUNDARY LINE SAID TRACT "A" AND THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 4, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 4, SOUTH 35 DEG. 18 MIN. 43 SEC. WEST, A DISTANCE OF 2,866.20 FEET, TO THE POINT OF BEGINNING;

CONTAINING, 444.46 ACRES OF LAND, MORE OR LESS.

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement (“Agreement”) is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the **City of Starbase, Texas** (the “City”) and the undersigned property owner(s) (the “Owner”). The term “Owner” includes all owners of the Property. City and Owner may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Owner owns certain real property (the “Property”) located in Cameron County, Texas, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, the Owner has requested that the City annex the Property into the corporate limits of the City pursuant to Subchapter C-3, Chapter 43, Texas Local Government Code; and

WHEREAS, the Property is or will be eligible for annexation; and

WHEREAS, Section 43.0672 of the Texas Local Government Code requires the City and the Owner to negotiate and enter into a written agreement for the provision of services to the Property prior to annexation; and

WHEREAS, the Parties desire to enter into this Agreement to satisfy the requirements of state law and to set forth the municipal services the City will provide to the Property upon annexation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY

This Agreement applies only to the Property described in Exhibit A.

2. MUNICIPAL SERVICES

Upon the effective date of annexation of the Property into the City, the City shall provide the municipal services listed in **Exhibit B** to the Property at the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City with similar topography, land use, and population density. Services shall be provided at the time indicated in **Exhibit B**.

The City is not required to provide any service that is not included in Exhibit B.

3. METHODS OF PROVIDING SERVICES

The City may provide the services listed in Exhibit B by any method or means by which the City may extend municipal services to any other area of the City, including through contracts with third parties, interlocal agreements, or the City's existing service providers.

4. LEVELS OF SERVICE

Nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service.

5. FEES AND CHARGES

Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in accordance with applicable law, City ordinances, and the City's rate schedules, as they may be amended from time to time.

6. TERM

This Agreement shall become effective on the date of the last signature below and shall remain in effect until the Property is annexed or until terminated by mutual written agreement of the Parties or as otherwise provided by law.

7. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or when delivered by hand or overnight courier, addressed as follows:

If to the City:

City of Starbase

Attn: Cayetana Polanco, City Administrator

48491 State Highway 4

Starbase, Texas 78521

If to the Owner:

Space Exploration Technologies Corp.

Attn: Sheila McCorkle, VP, Starship Legal and Regulatory – Legal Environmental Ops

1 Rocket Road

Starbase, Texas 78521

Either Party may change its address for notice by providing written notice to the other Party.

8. REMEDIES

Owner acknowledges and agrees that the only recourse against the City for breach or default of this Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

9. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

This Agreement may be amended only by a written instrument signed by both Parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

10. AUTHORITY

Each person signing this Agreement on behalf of a Party represents and warrants that he or she has the full authority to do so and to bind that Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF STARBASE, TEXAS

Signed by:
By: Cayetana Polanco
E77F1178C83C486...

Name: Cayetana Polanco

Title: City Administrator

Date: 9/21/2026

OWNER

SPACE EXPLORATION TECHNOLOGIES CORP

Signed by:
By: Sheila McCorkle
A1F9B44D44EF4B7...

Name: Sheila McCorkle

Title: VP, Starship Legal and Regulatory – Legal Environmental Ops

Date: 9/21/2026

EXHIBIT A
Property Legal Description

444.46 ACRES MORE OR LESS OUT OF THE GARCIA – DOUGHTERY PROPERTY BEING OUT OF THE EAST HALF OF TRACT "A" OF SHARE 7, SAN MARTIN GRANT, CAMERON COUNTY, TEXAS, AS PER THE PARTITION DEED RECORDED IN VOLUME 141, PAGE 519, CAMERON COUNTY DEED RECORDS; SAID 444.46 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS:

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CONTAINING, 444.46 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

Municipal Services to Be Provided

The City will provide the following services to the Property commencing on the effective date of annexation (unless a different schedule is noted):

1. Police / Law Enforcement services
2. Fire protection services (through Starbase Volunteer Fire Department or successor)
3. Emergency medical services (as available through existing providers)
4. Code enforcement and building inspection services
5. Maintenance of public streets and rights-of-way that are accepted by the City (if any)
6. Solid waste collection (if and when the City provides or contracts for such service city-wide)
7. Any other municipal service the City generally provides to similarly situated areas within the City limits

