

1.1 COUNTY and CITY wish to amend the interlocal agreement pursuant to Texas Local Government Code §242.001(c) concerning the regulation of subdivisions located within the CITY's extraterritorial jurisdiction.

1.2 Pursuant to Texas Local Government Code §242(d)(1), the CITY shall have exclusive jurisdiction to regulate plats and approve related permits in that part of the extraterritorial jurisdiction set out in Exhibit "A" attached hereto and incorporated herein by reference; provided, however, that the COUNTY expresses no opinion regarding which city has exclusive jurisdiction to regulate platting and approve related permits in the areas of the extraterritorial jurisdiction with competing claims for such authority by more than one city. With respect to the portion of the extraterritorial jurisdiction shown in Exhibit "A", the CITY may regulate subdivisions pursuant to Chapter 212 of the Texas Local Government Code and the CITY's ordinances and regulations.

The parties agree that in the event Exhibit "A" no longer properly reflects the extraterritorial limits of CITY or is in some manner inadequate, the respective engineers of COUNTY and CITY shall meet and determine the location, extent, and limits of CITY'S extraterritorial limit.

1.3 Pursuant to Texas Local Government Code §242.001(d)(1), the COUNTY shall have exclusive jurisdiction to regulate subdivision plats and

approve related permits in the remaining portion of the CITY'S extraterritorial jurisdiction, if any, which is located in Brazoria County, Texas.

1.4 If COUNTY determines that the CITY is not applying its subdivision regulations in the area described in Exhibit "A", the COUNTY shall give written notice to the CITY of such noncompliance. If the CITY does not respond by enforcing its subdivision regulations within a reasonable time or request COUNTY'S assistance, then COUNTY can seek appropriate legal relief to enforce this Agreement or enforce its own subdivision regulations against the developer/owner through legal relief or other means necessary to complete the platting process.

1.5 The COUNTY will be responsible for enforcing Federal Emergency Management Agency (FEMA) Regulations, On Site Sewage Facility (OSSF) Regulations promulgated by the Texas Commission on Environmental Quality and issuing FEMA and OSSF permits, where applicable, in the area described in Exhibit "A".

1.6 The CITY shall provide two paper copies of approved construction drawings of improvements to the COUNTY Engineer for the area described in Exhibit "A".

1.7 The CITY shall provide a paper copy of the recorded plat upon recording by the COUNTY Clerk for the area described in Exhibit “A” to the COUNTY Engineer, COUNTY Flood Plain Administrator and the COUNTY Environmental Health Department.

1.8 The CITY recognizes that roads which do not meet or exceed the standards established by the COUNTY may not be accepted into the COUNTY road system. The COUNTY and CITY shall be named as joint obligees on any construction or performance and maintenance bonds required of a subdivision developer constructing improvements in the area of the extraterritorial jurisdiction described in Exhibit “A”.

1.9 Within ten (10) working days of receipt of a preliminary plat for a subdivision requiring construction of road(s) or street(s) within the area described in Exhibit “A” the CITY shall provide written notice to the COUNTY that such preliminary plat has been received by the CITY. The written notice shall include the general location of the subdivision and the name and address of the developer.

1.10 If it is later determined that any part of the area shown in Exhibit “A” is the exclusive extraterritorial jurisdiction of another city the COUNTY agrees that CITY shall not be responsible for any of the obligations set forth

in this Agreement with respect to such area. In such case, CITY agrees to notify the COUNTY so that this Agreement may be amended accordingly.

1.11 This Agreement shall take effect and be in force from and after the date of the last signature to be affixed hereto as indicated below.

1.12 This Agreement is being executed in duplicate, one of which shall be retained by each party and each of which shall be treated as an original.

Signed this _____ day of _____, 2008.

BRAZORIA COUNTY, TEXAS

CITY OF ANGLETON, TEXAS

By: E. J. King
Brazoria County Judge

By: Patrick Henry
Mayor

Attest: Shelly Deisher
City Secretary

