# INTERLOCAL AGREEMENT FOR SUBDIVISION REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

# Preamble and Preliminary Recitals

THIS INTERLOCAL AGREEMENT FOR SUBDIVISION REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY ("Agreement"), is made on its Effective Date by and between Bastrop County, Texas ("County"), a duly organized and operating county of the State of Texas, and the City of Elgin, Texas ("City"), a duly organized and operating municipality of the State of Texas, and these contracting Parties do hereby acknowledge and find the following:

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest; and

WHEREAS, the development and regulation of subdivisions in the unincorporated areas of Bastrop County, Texas, including the City's ETJ area, are important to promote the (1) health, safety, morals, and general welfare of the public, and (2) safe, orderly, and healthful development of those areas; and

WHEREAS, the completion of this Agreement through the implementation of the fair and reasonable development regulations and procedures herein described shall ensure for the public interest that adequate (1) plats, design and planning procedures, (2) roads, water, storm water, sewer, OSSF/septic facilities, and (3) other utility, drainage, and transportation infrastructure, are provided in the unincorporated areas of Bastrop County, Texas located in the City's ETJ area, and further, those matters are hereby recognized and acknowledged by the Parties as worthwhile and important public purposes pursuant to this Agreement; and

WHEREAS, all public purposes described in this Agreement shall be accomplished or substantially achieved through the successful execution and implementation of this Agreement by the Parties.

**NOW, THEREFORE**, in consideration of the representations, obligations, promises, warranties, and conditions of this Agreement, and the consideration herein described, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

#### **Terms and Provisions**

# 1. Definitions, Usage, and Interpretation

- 1.1. <u>Definitions</u>. The following terms have special definitions in this Agreement unless otherwise designated, as shown below:
  - (a) "Agreement" shall mean this Interlocal Agreement for Subdivision Regulation in the Extraterritorial Jurisdiction of a Municipality, including all attached documents.

- (b) "City" shall mean the City of Elgin, Texas, a home rule municipality of the State of Texas.
- (c) "City's ETJ" shall mean the extraterritorial jurisdiction of the City as determined by Chapter 42 of the Texas Local Government Code, as amended, and includes the City's Statutory ETJ area and the City's Voluntary ETJ area. The City's ETJ area is more particularly described in the attached Exhibit A ("ETJ Area Map" or "Map").
- (d) "City's Statutory ETJ" shall mean the ETJ area of the City defined by Section 42.021 of the Texas Local Government Code, as amended, without inclusion of any voluntary ETJ area allowed by application of other parts of said Chapter 42, as amended. The City's Statutory ETJ area existing on the Effective Date is more particularly described in the attached Exhibit A Map as the red-shaded portion of the Map outside of the City limits identified as "Elgin 1 Mile ETJ." The City's Statutory ETJ area may be expanded or diminished as allowed by law.
- (e) "City's Voluntary ETJ" shall mean the ETJ area of the City defined by Sections 42.022 through 42.904 of the Texas Local Government Code, as amended, without inclusion of any statutory ETJ area allowed by application of Section 42.021 of said code. The City's Voluntary ETJ area currently existing on the Effective Date is more particularly described as the blue-shaded portion in the attached Exhibit A Map 'Elgin Voluntary ETJ". The City's Voluntary ETJ area may be expanded or diminished as allowed by law.
- (f) "County" shall mean Bastrop County, Texas, a county of the State of Texas.
- (g) "Developer" shall mean the owner of land requesting approval of the City or County for development of a subdivision in the City's ETJ area as herein described.
- (h) "Effective Date" shall mean the date of the last signing Party to this Agreement.
- (i) "ETJ" means the extraterritorial jurisdiction of the City as defined by Chapter 42 of the Texas Local Government Code, as amended.
- (j) "Party" shall mean the City and the County, each being a signatory Party to this Agreement, and including the elected officials, appointed officials, employees, agents, representatives, permitted assigns, and successors in interest of a Party.
- (k) "Plat" shall mean a plat for the development of a proposed subdivision, including a preliminary or final plat, plat amendment, re-plat, or plat revision.
- (l) "OSSF" shall mean an on-site sewer facility and includes a septic

system.

- (m) "Subdivision" shall mean a subdivision of land as defined by Chapter 212 or 232 of the Texas Local Government Code, as amended.
- 1.2. <u>Usage and Interpretation</u>. As used in this Agreement, singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, and vice versa, where necessary for a correct meaning. All statements made in the preamble and preliminary recitals of this Agreement, and all attached documents, are incorporated by reference for all purposes.

# 2. Supporting Authority

This Agreement is made pursuant to Chapter 791 of the Texas Government Code, Chapters 242 of the Texas Local Government Code, as amended, and other authority.

# 3. Term, Termination, and Default

- 3.1. <u>Term.</u> The term of this Agreement shall begin on the Effective Date and shall automatically renew on its anniversary date every 2 years, unless amended by the subsequent written agreement of the Parties or terminated as herein provided.
  - 3.2. <u>Termination</u>. This Agreement may be terminated as follows:
    - (a) A Party unilaterally may terminate this Agreement, pursuant to that Party's sole judgment and discretion, by giving written notice to the other Party at least 180 days prior to the termination date chosen by the terminating Party. During that 180 day period, the Parties shall reasonably work together to wind-up and conclude all pending issues related to the Agreement.
    - (b) The Parties jointly may terminate this Agreement, pursuant to their mutual consent, by giving written notice to each other at least 30 days prior to the agreed termination date. During that 30 day period, the Parties shall reasonably work together to wind-up and conclude all pending issues related to the Agreement.
    - (c) Should a Party commit a default of this Agreement, the Parties shall communicate with each other in good faith to resolve the default. Should that resolution not occur, the non-defaulting Party may terminate this Agreement by giving written default/termination notice to the defaulting Party at least 90 days prior to the termination date chosen by the non-defaulting Party. During that 90 day period, the Parties shall reasonably work together to wind-up and conclude all pending issues related to the Agreement.

#### 4. Apportionment of ETJ Area

4.1. Geographic Scope and Limitations.

- (a) This Agreement shall apply to the unincorporated land located in Bastrop County, Texas and inside the City's ETJ area, as now existing or hereafter expanded or diminished as allowed by law.
- (b) Notwithstanding anything stated in this Agreement to the contrary, this Agreement shall not apply to a tract of land in any part of the City's ETJ area which is subject to: (1) land development pursuant to the statutes or rules of a special district as defined by Texas law; and (2) a land development agreement made under Subchapter G of Chapter 212 of the Texas Local Government Code, or other provisions of said code.
- 4.2. <u>City's ETJ Regulation Area</u>. Pursuant to this Agreement, the City shall have the authority to regulate:
  - (a) a subdivision located in the City's Statutory ETJ area, as (1) currently existing and depicted on the attached Exhibit A Map, or (2) hereafter expanded or diminished as allowed by law;
  - (b) a subdivision wholly located in the City's Voluntary ETJ as depicted on said Map; and
  - (c) a subdivision partially located in the City's Voluntary ETJ as depicted on said Map, provided that the majority of that subdivision land is located in the City's Voluntary ETJ -- unless regulation of that subdivision has been otherwise required by this Agreement.
- 4.3. <u>County's ETJ Regulation Area.</u> Pursuant to this Agreement, the County shall have the authority to regulate:
  - (a) a subdivision partially located in the City's Voluntary ETJ of said Map, provided that the majority of that subdivision land is not located in the City's Voluntary ETJ -- unless regulation of that subdivision has been otherwise required by this Agreement.
- 4.4. <u>City's Obligations</u>. The City shall perform the following obligations unless otherwise required by this Agreement:
  - (a) For the subdivisions described in Paragraph 4.2, the required contents of a subdivision plat application and related plat (whether a preliminary or final plat) shall be established pursuant to lawful compliance with all applicable federal and state law, and City ordinances and regulations, including but not limited to compliance with Chapter 212 of the Texas Local Government Code, as amended.
  - (b) For the subdivisions described in Paragraph 4.2, all required documents for a subdivision plat application and related plat approval

shall be filed with the City for review and City action unless exempted from filing by the proper application of a federal or state statute.

- (c) The City shall perform a thorough review for approval of a subdivision plat application and related plat filed with the City using applicable federal or state law, and local regulations; however, notwithstanding anything to the contrary stated in this Agreement, the Parties agree as follows:
  - (1) The City shall require developer compliance with the City's public road, drainage, and other public infrastructure development standards and requirements for a subdivision located in an area described in Paragraph 4.2, subpart (a).
  - (2) The City shall require developer compliance with the County's public road, drainage, and other public infrastructure development standards and requirements for a subdivision located in an area described in Paragraph 4.2, subparts (b) and (c).
  - (3) The City shall allow the Bastrop County Engineer (or his designee) to perform construction inspections of the public road, drainage, or other public infrastructure required and constructed in a subdivision located in any area described in Paragraph 4.2 in order to ensure developer compliance with all applicable design and construction standards and to form the basis for a recommendation to the Bastrop County Commissioners Court regarding whether said infrastructure should, or should not, be accepted for public maintenance.
  - (4) The City shall allow the County to perform all permitting and license review for an approved, platted subdivision located in any area described in Paragraph 4.2, including but not limited to 911/emergency service addressing, development permits, floodplain review or development permits, OSSF/Septic permits, driveway permits, and any other aspects of site development in or related to the subdivision.
  - (5) Regarding all public road, drainage, or other public infrastructure required and constructed in a subdivision located in any area described in Paragraph 4.2, all developer contracts with a contractor for said infrastructure shall include a 2-year warranty (assignable to the County) regarding the design, construction, workmanship, labor, services, and materials of said infrastructure upon final construction and completion.

- (6) Regarding a subdivision located in any area described in Paragraph 4.2, if a subdivision plat application or related plat submitted to the City is in compliance with all applicable development regulations and requirements, said application or related plat shall be approved by the City for proper filing as required by law.
- (d) For the subdivisions described in Paragraph 4.2, within 10 days of its receipt of a subdivision plat application or related plat, the City shall deliver a courtesy copy of same to the County, complete with copies of all attached or related documents.
- (e) For the subdivisions described in Paragraph 4.2, within 10 days from its action on a subdivision plat application or related plat, the City shall deliver written notice of the action to the County, complete with copies of all documents which memorialize that action.
- (f) For the subdivisions described in Paragraph 4.2, when the City's ordinances or regulations require a developer to dedicate, construct, install, or improve public road, drainage, or other public infrastructure (including but not limited to lighting, signage, traffic lights, sidewalks, parking areas, storm sewers or other drainage infrastructure, parks, green space, and trail facilities), and when said infrastructure will require future maintenance by a governmental entity after acceptance, the City shall require an expressly worded plat note to be contained in the final, approved plat stating that said public infrastructure shall be maintained by the developer until accepted, if at all, by the governmental entity.
- (g) Regarding a subdivision located in any area described in Paragraph 4.2, if the developer is required to undertake improvements to the surrounding County road network as defined in a Traffic Impact Analysis (TIA), said improvements shall be constructed to at least County standards regarding the design, construction, labor, services, and materials of said infrastructure. The timing and scope of said works shall be agreed with the County prior to the commencement of construction.
- (h) For the subdivisions described in Paragraph 4.2, the City shall provide for the administration and completion of:
  - (1) a subdivision construction contract agreement, phasing agreement, and other issues ancillary thereto:
  - (2) acceptance and maintenance of all required fee deposits from the developer and the administration of fiscal security regarding those deposits; and

- (3) payment by the City to the County (on or before 30 days from City collection from the developer) of a part of the total inspection fees deposited by the developer, said payment to the County being a total of 2% of the cost estimate for completion of all public road, drainage, or other public infrastructure required for the subdivision, with payment of said amount to the County being agreed by the Parties as necessary and fair compensation to offset the inspection costs incurred by the County, as herein provided;
- (i) For the subdivisions described in Paragraph 4.2, regarding all public road, utility, drainage, or other public infrastructure required for a subdivision, and as a condition for plat approval, the City shall require that a surety bond (or other financial guarantee in lieu of a bond), as authorized by state law, shall be executed in favor of the County. If a bond is required, it shall be:
  - (1) executed by the developer, as principal, and at least one corporate surety authorized to do business in Texas;
  - (2) payable to the Bastrop County Judge or his successor in office;
  - (3) in a form and scope sufficient to ensure proper construction of said infrastructure, in a bond amount equal to the total estimated cost of construction regarding said infrastructure, and stating that said infrastructure shall be constructed on or before 1 year from the date of final plat approval;
  - (4) fully executed by the developer and surety, and approved by the City, prior to subdividing and the approval of the final plat;
  - (5) conditioned that said infrastructure (which shall be specifically named and described in the bond) shall be constructed and maintained by the developer in accordance with all applicable development requirements and standards; and
  - (6) executed for a term of not less than 2 years from the date of final plat approval.
- 4.5. <u>County's Obligations</u>. The County shall perform the following obligations unless otherwise required by this Agreement:
  - (a) For the subdivisions described in Paragraph 4.3, the required contents of a subdivision plat application and related plat (whether a

preliminary or final plat) shall be established using applicable federal and state law, and County regulations, including but not limited to compliance with Chapter 232 of the Texas Local Government Code, as amended.

- (b) For the subdivisions described in Paragraph 4.3, all required documents for a subdivision plat application and related plat approval shall be filed with the County for review and County action unless exempted from filing by the proper application of a federal or state statute.
- (c) For the subdivisions described in Paragraph 4.3, the County shall perform a thorough review for approval of a subdivision plat application and related plat filed with the County using applicable federal or state law, and County regulations; however, notwithstanding anything to the contrary stated in this Agreement, the Parties agree as follows:
  - (1) Regarding a subdivision located in any area described in Paragraph 4.3, the County shall require developer compliance with the County's then existing subdivision regulations, as well as the County's then existing public road, drainage, and other public infrastructure development standards and requirements.
  - (2) The Bastrop County Engineer (or his designee) shall perform construction inspections of the public road, drainage, or other public infrastructure required and constructed in a subdivision located in any area described in Paragraph 4.3, in order to ensure developer compliance with all applicable design and construction standards and to form the basis for a recommendation to the Bastrop County Commissioners Court regarding whether said infrastructure should, or should not, be accepted for public maintenance.
  - (3) The County shall perform all permitting and license review for an approved, platted subdivision located in any area described in Paragraph 4.3, including but not limited to 911/emergency service addressing, development permits, floodplain review or development permits, OSSF/Septic permits, driveway permits, and any other aspects of site development in or related to the subdivision.
  - (4) Regarding all public road, drainage, or other public infrastructure required and constructed in a subdivision located in any area described in Paragraph 4.3, all developer contracts with a contractor for said infrastructure shall include a 2-year warranty to the County regarding the design, construction, workmanship, labor, services, and materials of said infrastructure upon final construction and completion.

- (5) Regarding a subdivision located in any area described in Paragraph 4.3, if a subdivision plat application or related plat submitted to the County is in compliance with all applicable development regulations and requirements, said application or related plat shall be approved by the County for proper filing as required by law.
- (d) Regarding a subdivision located in any area described in Paragraph 4.3, within 10 days from its action on a subdivision plat application or related plat, the County shall deliver written notice of the action to the City, complete with copies of all documents which memorialize that action.
- (e) Regarding a subdivision located in any area described in Paragraph 4.3, within 10 days from its action revising its subdivision or other development regulations, the County shall deliver written notice of the action to the City, complete with copies of all documents which memorialize that action.
- (f) Regarding a subdivision located in any area described in Paragraph 4.3, when the County's regulations require a developer to dedicate, construct, install, or improve public road, drainage, or other public infrastructure (including but not limited to lighting, signage, traffic lights, sidewalks, parking areas, storm sewers or other drainage infrastructure, parks, green space, and trail facilities), and when said infrastructure will requiring future maintenance by a governmental entity after acceptance, the County shall require an expressly worded plat note to be contained in the final, approved plat stating that said public infrastructure shall be maintained by the developer until accepted, if at all, by the governmental entity.
- (g) Regarding a subdivision located in any area described in Paragraph 4.3, the County shall provide for the administration and completion of:
  - (1) a subdivision construction contract agreement, phasing agreement, and other issues ancillary thereto;
  - (2) acceptance and maintenance of all required fee deposits from the developer and the administration of fiscal security regarding those deposits; and
- (h) Regarding a subdivision located in any area described in Paragraph 4.3, regarding all public road, utility, drainage, or other public infrastructure required for a subdivision, and as a condition for plat approval, the County shall require that a surety bond (or other financial guarantee in lieu of a bond), as authorized by state law, shall be executed in favor of the County. If a bond is required, it shall be:

- (1) executed by the developer, as principal, and at least one corporate surety authorized to do business in Texas;
- (2) payable to the Bastrop County Judge or his successor in office;
- (3) in a form and scope sufficient to ensure proper construction of said infrastructure, in a bond amount equal to the total estimated cost of construction regarding said infrastructure, and stating that said infrastructure shall be constructed on or before 1 year from the date of final plat approval;
- (4) fully executed by the developer and surety, and approved by the County, prior to subdividing and the approval of the final plat;
- (5) conditioned that said infrastructure (which shall be specifically named and described in the bond) shall be constructed and maintained by the developer in accordance with all applicable development requirements and standards; and
- (6) executed for a term of not less than 2 years from the date of final plat approval.

# 5. Administrative Provisions

- 5.1. Entire Agreement. This instrument is intended by the Parties as the final, complete and exclusive statement of the terms and conditions of this Agreement and is intended to supersede all previous agreements and understandings between the Parties relating to its specific subject matter. No prior stipulation, agreement, understanding or course of dealing between the Parties with respect to the specific subject matter of this Agreement shall be valid or enforceable unless embodied in this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by all Parties. If this transaction is or is not consummated, except as otherwise provided herein, each of the Parties shall pay all of its own costs and expenses (including travel expenses and attorney's fees) incurred in negotiating and preparing this Agreement and carrying out the transactions contemplated by this Agreement.
- 5.2. <u>Severability</u>. If any provision of this Agreement is held to be illegal, unenforceable or invalid, it shall be severed and the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
- 5.3. <u>Assignment</u>. This Agreement is not assignable without the express written consent of all Parties.

- 5.4. <u>Attorney Fees, Interest, and Expenses</u>. In the event a Party commits a default of this Agreement, and litigation is filed regarding this Agreement, the prevailing Party in the litigation shall be entitled to recover its reasonable and necessary attorney's fees, court costs, interest, and expenses allowed by law and incurred by said Party in that litigation.
- 5.5. <u>No Waiver</u>. The failure of a Party in any one or more instances to insist upon the performance of any provision of this Agreement shall not be construed as a waiver of that Party's rights with respect to that or any continuing or subsequent default of the Agreement, and the Agreement shall remain in full force and effect.
- 5.6. <u>Governing Law</u>. This Agreement shall be construed and interpreted in accordance with the law of the State of Texas.
- 5.7. <u>Signatory Authority; Representations/Warranties</u>. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors and permitted assigns, subject to the proper application of the doctrine of governmental immunity which protects both Parties. Each Party warrants and represents to each other the following:
  - (a) The Party has read the Agreement in its entirety and understands all of its terms and provisions.
  - (b) The person signing this Agreement on behalf of the Party has the authority and power to execute it on behalf of the Party.
  - (c) This Agreement was approved by the governing body of the Party at a public meeting properly noticed and conducted pursuant to Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.
  - (d) Pursuant to Chapter 791 of the Texas Government Code, as amended, this Agreement:
    - (1) is an authorized interlocal governmental contract;
    - (2) provides for a governmental function and service that each Party is authorized to perform for the other Party; and
    - (3) all monetary payment required by this Agreement to be paid by the City to the County (i) shall constitute payment for the County's performance of a governmental function and service to the City, (ii) shall be paid from current revenues available to the City, and (iii) are for an amount that fairly compensates the County for said governmental function and service.
- 5.8. <u>Notices</u>. All notices required by this Agreement shall be in writing, correctly addressed to the required addressee, and delivered by: (a) certified United States mail, return receipt requested; or (b) courier or hand-delivery. No notice required by this Agreement shall be effective if delivered by facsimile, e-mail, or other electronic transmission. The addresses and

designated notice representatives of the Parties for notice under this Agreement are as follows, and a Party may revise this information by giving the other Party 3 days advance written notice of the change:

# If to the County:

County Judge
Bastrop County, Texas
Bastrop County Courthouse
804 Pecan Street
Bastrop, Texas 78602

# If to the City:

City Manager City of Elgin, Texas P.O. Box 591 Elgin, Texas 78621

Any notice required by this Agreement must be correctly addressed to the required addressee, and shall be deemed to have been given on the day the notice is delivered to the addressee by: (a) hand-delivery or courier service; or (b) United States certified mail, return receipt requested.

- 5.9. <u>Document Creation</u>. The rule of construction that ambiguities in a document are construed against the Party who drafted it shall not apply in interpreting this Agreement.
- 5.10. Performance, Venue, and Mediation. This Agreement shall be performed in Bastrop County, Texas. The Parties have a duty to mitigate damages. Venue for any suit regarding this Agreement shall be in a court of competent jurisdiction in Bastrop County, Texas, or in the appropriate federal court designated for Bastrop County, Texas in the Western District of Texas. In addition to the mandatory remedy provided by Chapter 242 of the Texas Local Government Code, as amended, no suit shall be filed by a Party regarding this Agreement unless the Parties first submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code; however, a Party may file suit solely for injunction or mandamus relief regarding this Agreement without first submitting that dispute to mediation. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should the Parties fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the required mediation: Center for Public Policy Dispute Resolution, School of Law, University of Texas at Austin, 727 East Dean Keeton Street, Austin, Texas 78705.
- 5.11. <u>Captions</u>. The captions of the paragraphs or subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect the provisions of this Agreement.
- 5.12. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile or by scanned pdf image, each of which shall have the same force and effect as an original signed

counterpart. Copies of signatures to this Agreement are effective as original signatures.

- 5.13. <u>Default Survives Termination</u>. Notwithstanding anything to the contrary stated in this Agreement, and subject to the proper application of the doctrine of governmental immunity which protects both Parties, should a Party commit a default regarding any obligation, promise, representation, or warranty contained in this Agreement, including the payment or use of funds, that default event, any related default claim, and this provision, shall survive the termination of this Agreement and can be asserted in litigation against the defaulting Party. A defaulted payment amount or other monetary default shall accrue prejudgment interest in favor of the non-defaulting Party at the highest amount allowed by law until the total default is paid in full.
- 5.14. <u>Time</u>. Time is of the essence. Unless otherwise designated in this Agreement, all references in this Agreement to "days" shall mean calendar days. Business days, if used in this Agreement, shall exclude Saturdays, Sundays, and legal public holidays as then recognized and observed by the County. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday as then recognized and observed by the County, the date for performance will be the next following regular business day.
- 5.15. <u>No Immunity Waiver</u>. By signing this Agreement, neither Party waives or relinquishes any protection afforded by the proper application of the doctrine of governmental immunity. Nothing in this Agreement shall be construed or interpreted as waiving or attempting to waive any protection afforded a Party by the proper application of the doctrine of governmental immunity.
- 5.16. <u>No Special Relationships</u>. There are no third-party beneficiaries regarding this Agreement. The Parties' relationship is that of an ordinary, arms-length contractual relationship, and the Parties do not intend by this Agreement or otherwise to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

#### **Execution/Signature**

THIS INTERLOCAL AGREEMENT FOR SUBDIVISION REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY is executed by the Parties on its Effective Date, as shown below.

BASTROPYCOUNTY, TEXAS

Paul Pape

County Judge

Bastrop County, Texas

Date: May 14, 20

ATTEST COLVE

CITY OF ELGIN, TEXAS

Ву: \_

13

Printed: Johns L. Matrice
Title: Jave 21, 2018

ATTEST Conclus Jacky Date June 21, 2018

# EXHIBIT A (ETJ Area Map)

