

**AGREEMENT ON SUBDIVISION PLATTING
IN THE EXTRATERRITORIAL JURISDICTION
BETWEEN THE CITY OF AUSTIN AND BASTROP COUNTY**

This Agreement is made and entered into by and between the City of Austin ("the City") and Bastrop County ("the County"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, review and approval of subdivision plats is the basic tool that counties and municipalities use to ensure that infrastructure and development in unincorporated areas, including the ETJ, is not planned or constructed in a manner that is adverse to their respective interests; and

WHEREAS, §242.001(d)(1), Local Government Code, authorizes a county and a municipality to enter into an interlocal agreement regarding subdivision regulation that grants the city exclusive jurisdiction to regulate subdivision plats and related permits in the municipality's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the parties recognize that the land within Austin's ETJ in Bastrop County will be adequately protected through compliance with City of Austin subdivision regulations;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivision Regulation by City of Austin.

A. The parties agree that the City of Austin shall have exclusive jurisdiction to regulate subdivisions in the Austin ETJ in Bastrop County. The City shall accept subdivision applications, and apply its subdivision regulations to proposed subdivisions for land in the ETJ. Notwithstanding the above, for a subdivision including land on both sides of the City of Austin ETJ line within Bastrop County, the subdivision application shall be filed with the City if the majority of the land is located within Austin's ETJ, and with Bastrop County if the majority of the land is located outside of Austin's ETJ in Bastrop County.

B. Details.

1. This agreement does not require any amendment to City of Austin or Bastrop County substantive or procedural subdivision regulations. The parties agree that subdivisions approved by the appropriate party based on the location of the property, shall also be approved or certified, to the extent necessary, by any of the other party's officials, employees, agents, boards or commissions, to facilitate the proper filing of a final plat in the County's public records.

2. For purposes of this agreement, It is understood that:
 - a. the terms subdivision and plat, and the regulation thereof, are intended to include plat amendments, vacations, replats, and the determination of whether a particular division of land is entitled to an exemption from the requirement to file an application for subdivision; and
 - b. subdivision regulation does not include site plan regulation.
3. The City shall provide the County with a copy of each complete subdivision application within ten (10) days of receipt, and shall notify the County of the final approval of any subdivision plat within Bastrop County.
4. The City shall be responsible for administration of subdivision construction agreements, subdivision phasing agreements, and other ancillary matters. The County shall be responsible for maintaining fiscal deposits and administration of fiscal security, which shall be collected by City and transferred to County. The City shall continue to collect all City fees, including subdivision construction inspection fees. For each proposed subdivision, the City shall transfer to Bastrop County a portion of such construction inspection fees equal to two percent (2%) of the cost estimate for road and drainage construction improvements in the proposed subdivision. This fee shall be used by the County to offset the cost of construction inspections. The Bastrop County Engineer, or his designee, shall perform construction inspections of all road and drainage improvements on behalf of the City of Austin, to assure construction in accordance with City of Austin subdivision requirements.

II. Geographic Scope.

This Agreement applies only to the ETJ of the City in the County. The City shall notify the County of any expansion or reduction of the ETJ in the County, whether resulting from annexation, disannexation, legislation, judgment of a district or other trial-level court, or any other means.

III. Miscellaneous.

A. Severability.

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

B. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies beyond any such benefits, rights, or remedies that may be created by Chapter 242, Local Government Code.

C. Duration and Termination.

This Agreement takes effect upon the complete execution of the Agreement by the Parties. The Agreement is effective for two (2) years, and thereafter shall automatically renew annually, unless terminated by either party. This Agreement may be terminated by any party with one hundred eighty days (180) days written notice.

THE CITY OF AUSTIN

By: Gustavo L. Garcia
Gustavo L. Garcia, Mayor

Date: 4/16/02

BASTROP COUNTY

By: Fernando McDonald
Bastrop, County Judge

Date: 4/8/02