

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND  
THE CITY OF IOWA COLONY, TEXAS, FOR ROW ACQUISITION  
FOR BULLARD ROAD (CR 81) AND AMES BOULEVARD (PRECINCT 4)**

This Interlocal Agreement (this “Agreement”) is made effective as of the Effective Date (as defined below), by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioner’s Court (the “County”), and the CITY OF IOWA COLONY, TEXAS, acting through its Mayor and/or City Manager (the “City”). The City and the County may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Texas Transportation Code §311.001 authorizes the City to exercise exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, The Interlocal Cooperation Act, Texas Government Code § 791.001 *et seq.*, authorizes the City to enter into an interlocal agreement with the County subject to the conditions and limitations of this Agreement; and

WHEREAS, Texas Transportation Code §251.012 provides that with the approval of the City, the County may spend County money to finance the construction, improvement, maintenance, or repair of a street or alley in the City, including the provision of County equipment, materials, and labor as set forth therein; and

WHEREAS, City warrants that it’s City Council approved this agreement by Resolution \_\_\_\_\_ dated \_\_\_\_\_, authorizing the City Manager to execute it on the City’s behalf.

WHEREAS, County warrants that its Commissioners’ Court approved this agreement by Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, authorizing the County Judge to execute it on the County’s behalf, and specifically approving the Project defined in this Interlocal Agreement.

NOW, THEREFORE, the County and the City agree as follows:

1. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services described herein agrees to make payments from current revenues available to that paying Party.
2. **Term.** This Agreement shall commence on the Effective Date and shall terminate under the conditions set forth herein.
3. **Project.** Acquisition of the Right-Of-Way (ROW) for the construction of Bullard Road (CR 81) from 3975 ft West of CR 383 to 2650 ft West of CR 383 and Ames Boulevard from Drainage District #5 Ditch to Juliff Manvel Road (CR 57) (“Project”), as described in **Exhibit A**.

4. **County's Covenants.** County shall be responsible for the following pertaining to the Project:

- a. Acquire full width of required ROW in accordance with state and federal laws and the National Environmental Policy Act (NEPA) process.
- b. Hire and manage ROW Acquisition consultant.
- c. Review design plans
- d. Provide monthly updates to City of cost and schedule.
- e. Provide invoice to City for Bullard Road (CR 81) ROW purchase amount and work performed by ROW Acquisition Consultant after ROW purchase has been completed.
- f. Provide invoice to City for Ames Boulevard ROW purchase amount and work performed by ROW Acquisition Consultant after ROW purchase has been completed.

5. **City's Covenants.** City shall be responsible for the following pertaining to the Project.

- a. Provide full reimbursement to County for work performed by the County's ROW Acquisition Consultant and for ROW purchase amount. Reimbursement must be paid in full within 30 days of receiving the County's invoice.
- b. Annex Bullard Road (CR 81) from CR 383 to the west end after completion of the construction, as shown in **Exhibit B**.
- c. Annex Ames Bouvelard from Drainage District #5 Ditch to Juliff Manvel Road (CR 57) after completion of the construction, as shown in **Exhibit B**.
- d. Provide review of design plans along Bullard Road and Ames Bouvelard within the limits to be annexed by the City

6. **Independent Contractor.** The Parties intend that County, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. County is not considered an agent or employee of Department.

7. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.

8. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party. If the County terminates this Agreement, then the City's funds will be returned.

9. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall

then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's *sole and exclusive remedy* shall be to terminate this Agreement.

10. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

11. **Venue and Applicable Law**. This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be *exclusively* in a court of appropriate jurisdiction in Brazoria County, Texas.

12. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 *et seq.*, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

13. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

14. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

15. **No Indemnification by City or County**. The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

16. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

17. **No Assignment**. This Agreement shall not be assigned by either Party without the express written consent of the other Party.

18. **Entire Agreement**. This Agreement, including the exhibits, contains the entire agreement between the City and the County pertaining to the project contemplated hereby and

fully supersedes all prior agreements and understandings between the City and the County pertaining to such transaction.

19. **Modification**. The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the City and the County.

20. **Effective Date**. The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

**COUNTY:**

BRAZORIA COUNTY, TEXAS

**CITY:**

THE CITY OF IOWA COLONY, TEXAS

By: \_\_\_\_\_  
L.M. "Matt" Sebesta, Jr.  
Brazoria County Judge

By: \_\_\_\_\_  
Will Kennedy  
City Mayor

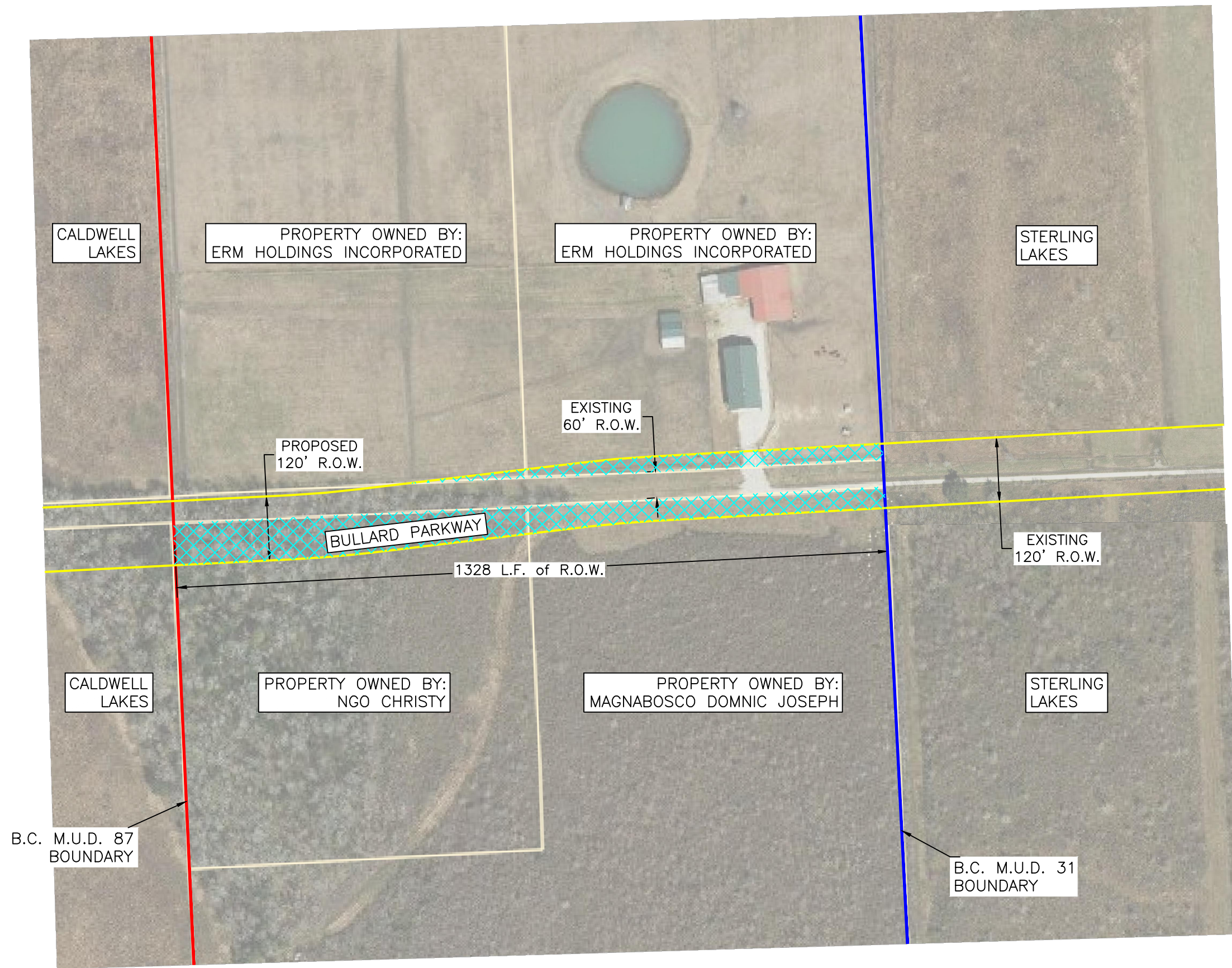
DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Secretary

Date: Tue, 16 Apr 2024 - 3:47pm  
 Path: I:\Projects\1931\8100\Exhibits\2024.04.16\_BULLARD PARKWAY OPTION 2.dwg  
 User Name: cobaker

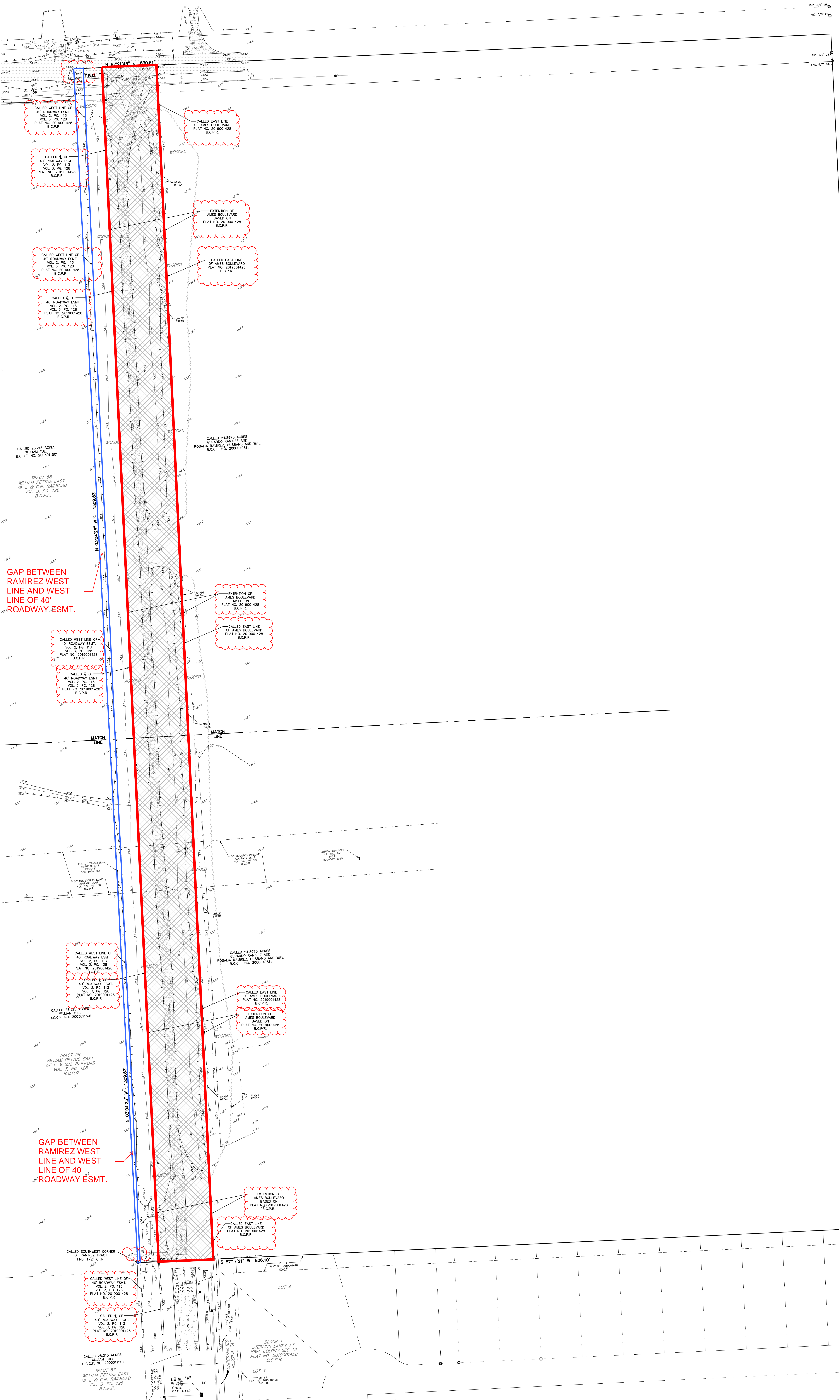


OWNER	ACREAGE
NGO CHRISTY	1.10
ERM HOLDINGS INC.	0.46
MAGNABOSCO DOMINIC JOSEPH	0.64
TOTAL:	2.20

**BULLARD PARKWAY  
 R.O.W. EXHIBIT (OPTION 2)**

SCALE: 1"=200'  
 APRIL 2024

**LJA Engineering, Inc.**  
 1904 W. Grand Parkway North  
 Suite 100  
 Katy, Texas 77449  
 Phone 713.953.5200  
 Fax 713.953.5026  
 FRN-F-1386



**GAP BETWEEN RAMIREZ WEST LINE AND WEST LINE OF 40' ROADWAY ESMT.**

CALLED WEST LINE OF 40' ROADWAY ESMT. VOL. 2, PG. 113 VOL. 3, PG. 128 PLAT NO. 2019001428 B.C.P.R.

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CALLED EAST LINE OF AMES BOULEVARD PLAT NO. 2019001428 B.C.P.R.

EXTENSION OF AMES BOULEVARD BASED ON PLAT NO. 2019001428 B.C.P.R.

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CALLED 28.215 ACRES WILLIAM TULL B.C.C.F. NO. 2003011501

TRACT 58 WILLIAM PETTUS EAST OF I. & G.N. RAILROAD VOL. 3, PG. 128 B.C.P.R.

24.8975 ACRES GERARDO RAMIREZ AND ROSALIA RAMIREZ, HUSBAND AND WIFE B.C.C.F. NO. 2006048811

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LOT 4

LOT 3

BLOCK 1 STERLING LINES AT 1094 COLONY SEC. 13 PLAT NO. 2019001428 B.C.P.R.

TRACT 59 WILLIAM PETTUS EAST OF I. & G.N. RAILROAD VOL. 3, PG. 128 B.C.P.R.

28.215 ACRES WILLIAM TULL B.C.C.F. NO. 2003011501

TRACT 58 WILLIAM PETTUS EAST OF I. & G.N. RAILROAD VOL. 3, PG. 128 B.C.P.R.

MATCH LINE

MATCH LINE

ENERGY TRANSFER NATURAL GAS PROJECT 800-338-7400

BY HOUSTON PIPELINE COMPANY ESMT JOURNAL VOL. 18 B.C.C.R.

ENERGY TRANSFER NATURAL GAS PROJECT 800-338-7400

BY HOUSTON PIPELINE COMPANY ESMT JOURNAL VOL. 18 B.C.C.R.

28.215 ACRES WILLIAM TULL B.C.C.F. NO. 2003011501

TRACT 58 WILLIAM PETTUS EAST OF I. & G.N. RAILROAD VOL. 3, PG. 128 B.C.P.R.

28.215 ACRES WILLIAM TULL B.C.C.F. NO. 2003011501

TRACT 58 WILLIAM PETTUS EAST OF I. & G.N. RAILROAD VOL. 3, PG. 128 B.C.P.R.

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T.B.M. "A"

NO. 517 1A

N 03°04'25" W 1309.85'

N 03°04'25" W 1309.85'

S 87°17'21" W 826.10'

N 87°21'45" E 830.61'

N 87°21'45" E 830.61'

N 87°21'45" E 830.61'

N 87°21'45" E 830.61'