

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made and entered into by and between the City of Alvin, Texas (“Alvin”), a home rule municipality located in the County of Brazoria, Texas, and the City of Iowa Colony, Texas, a home rule municipality located in the County of Brazoria, Texas (“Iowa Colony”). Alvin and Iowa Colony are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.” This Agreement is to become effective upon execution by all parties, as of the date of the final signature (the “Effective Date”).

RECITALS

This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”), which authorizes local governments to contract with one another to provide governmental functions, mutual aid, and services under the terms of the Act.

The Parties are each a local governmental entity and are authorized under the Act to provide certain governmental functions, including, but not limited to the provision of road and drainage improvements.

Alvin and Iowa Colony are permitted, pursuant to Section 43.003 of the Texas Local Government Code, to: (1) fix the boundaries of the municipality; (2) extend the boundaries of the municipality and annex area adjacent to the municipality; and (3) exchange area with other municipalities.

Alvin and Iowa Colony are also permitted, pursuant to Section 43.015 of the Texas Local Government Code, to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width.

Brazoria County Municipal Utility District No. 55 (“BC MUD 55”) is a municipal utility district within Brazoria County, Texas. BC MUD 55 is entirely within the corporate limits of Iowa Colony. BC MUD 55 was created for the purposes of, among other things, providing water distribution, wastewater collection and drainage facilities, roads, and parks and recreational facilities to serve development within BC MUD 55, which is a part of a master-planned community known as Meridiana.

While the corporate boundaries of Alvin are not currently within the boundaries of BC MUD 55, a portion of Alvin’s corporate boundaries is adjacent to and affecting

development that is occurring within the boundaries of BC MUD 55, with such corporate boundaries described by metes and bounds and depicted on **Exhibits A-1 and A-2** attached hereto (the "Current Alvin Strip"). The Current Alvin Strip is less than 1,000 feet in width.

Pursuant to Sections 43.003 and 43.015 of the Texas Local Government Code, the Parties wish to adjust their boundaries as set forth in Section 1.a. below, and as depicted on **Exhibits B-1 and B-2** attached hereto (the "Boundary Adjustment").

The City Council for Alvin and Iowa Colony approved entering into this Agreement by resolution, dated _____, and _____, respectively, which are attached hereto as **Exhibit C**.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements expressed herein, Alvin and Iowa Colony hereby agree as follows:

1. Boundary Adjustment. The Parties agree to adjust their boundaries in the following order:
 - a. First, pursuant to Texas Local Government Code Sections 43.003 and 43.015, Alvin and Iowa Colony hereby agree that the boundaries between the cities are adjusted so that the Current Alvin Strip will be reduced in width to one (1) foot, as described by metes and bounds and depicted on **Exhibits B-1 and B-2** attached hereto (the "Revised Alvin Strip"). Alvin and Iowa Colony agree to protect, preserve, and defend the mutually agreeable changes in their boundaries as depicted above.
 - b. Within forty-five (45) days after submission of a Petition for Addition of Certain Land, Iowa Colony will adopt a resolution or ordinance consenting to the annexation of the property within the Current Alvin Strip (save and except the Revised Alvin Strip), into BC MUD 55.
 - c. Pursuant to Section 54.739, et. seq. of the Texas Water Code, BC MUD 55 will annex the land within the Current Alvin Strip, save and except the Revised Alvin Strip, into its boundaries.
2. Jurisdiction of Iowa Colony and Alvin. From and after the Effective Date, the Parties agree as follows:

- a. Iowa Colony will have complete jurisdiction over all zoning, platting, permitting, and land use matters within the Revised Alvin Strip.
 - b. Iowa Colony agrees to operate, maintain, repair, and replace any water, sewer, drainage facilities and provide water and sewer service within the Revised Alvin Strip after conveyance of such facilities by BC MUD 55 to Iowa Colony, and to accept roads to be constructed within the Revised Alvin Strip for operation, maintenance, repair, and replacement.
 - c. Iowa Colony and Alvin agree that Alvin will have no obligation to provide municipal services or otherwise exert jurisdiction over the Current Alvin Strip, and that Iowa Colony shall have no obligation to provide municipal services or otherwise exert jurisdiction over the Revised Alvin Strip except as set forth in subsections 2.a. and b. above.
3. Official Map. The respective governing bodies of Alvin and Iowa Colony shall take appropriate action to effectuate the terms of this Agreement through the adoption of the official map showing their respective boundaries as required by Texas Local Government Code Section 41.001, shown on **Exhibit D** attached hereto (the "Official Map"). Alvin and Iowa Colony agree that each Party will cause its GIS map to be updated to reflect the Official Map within forty-five (45) days of the Effective Date.
4. Notice of Boundary Adjustment. Alvin and Iowa Colony will each record a certified copy of this Agreement with the ordinance or resolution adopting and authorizing the execution of this Agreement in the Official Public Records of Brazoria County within thirty (30) days of the Effective Date.
5. Interpretation and Authority. The Parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in the Texas Government Code, Chapter 791, et. seq. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the Parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof. Except as set forth above, this Agreement shall not be construed so as to modify, supplement, or otherwise alter the provisions of any other agreement entered into by and between Alvin and Iowa Colony.
6. Payment from Current Revenues. The Parties agree that any payments due hereunder be made from current revenues or other funds of said party lawfully available for this purpose.

7. Entirety. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
8. No Third-Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the Parties hereto any rights, benefits or remedies under or by reason of this Agreement.
9. No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the Parties hereto.
10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
11. Venue. Venue for any suit arising under this Agreement shall be Brazoria County, Texas.
12. Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.
13. Warranty. By execution of this Agreement, the Parties warrant that the duties accorded herein are within their respective powers and authority.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the Effective Date.

The City of Alvin, Texas

By: _____

Gabe Adame, Mayor

ATTEST:

By: _____

Dixie Roberts, City Secretary

The City of Iowa Colony, Texas

By:_____

Wil Kennedy, Mayor

ATTEST:

By:_____

Kayleen Rosser, City Secretary

EXHIBIT A-1

**Current Alvin Strip
Metes and Bounds**

**METES AND BOUNDS DESCRIPTION
BEING 7.341 ACRES
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 514,
BRAZORIA COUNTY, TEXAS**

A 7.341 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 514, BRAZORIA COUNTY, TEXAS, BEING A OUT OF A CALLED 120.58 ACRE TRACT OF LAND CONVEYED TO GR-M1 AND RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2006048994; SAID 7.341 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeasterly corner of said 120.58 acre tract and the southeasterly corner of Merdiana Section 34A, as per plat recorded under Brazoria County Plat Record Number (B.C.P.R. No.) 2024053575;

(1) **THENCE**, South 29°57'08" East, along the northeasterly line of said 120.58 acre tract for a distance of 1,342.93 feet to the southeasterly corner of called 120.58 acre tract being in the northerly line of Lulling Stone Section 2 as per plat recorded in Volume 23, Pages 77 through 82 of the Brazoria County Plat Records from which a found 5/8-inch iron rod bears North 49°42' West, a distance of 0.4 feet;

(2) **THENCE**, South 36°36'16" West, along the common line between the called 120.58 acre tract and Lulling Stone Section 2 for a distance of 109.00 feet to a point for corner;

THENCE, over and across the called 120.58 acre tract the following two (2) courses and distances:

(3) North 29°57'08" West, parallel with and 100.00 feet at a right angle from the northeasterly line of said 120.58 acre tract for a distance of 1,325.34 feet to a point for corner being 100.00 feet at a right angle from the common line between the called 120.58 acre tract and said Merdiana Section 34A;

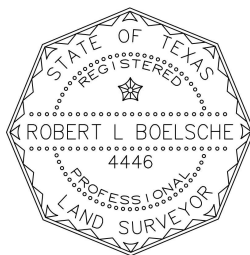
(4) South 87°19'17" West, parallel with and 100.00 feet at a right angle from the common line between the called 120.58 acre tract and said Merdiana Section 34A for a distance of 1,833.04 feet to a point for corner;

(5) North 02°40'43" West, for a distance of 100.00 feet to a point for corner in the northerly line of the said 120.58 acre tract marking the northwesterly corner of the herein described tract of land;

(6) **THENCE**, North 87°19'17" East, along the common line between the said 120.58 acre tract and said Meridiana Section 34A for a distance of 1,893.99 feet to **POINT OF BEGINNING** and containing 7.341 Acres of land. This description was prepared in conjunction with an exhibit map (08101100V-2025-EH-ALVIN-STRIP-100'.DWG) dated November 11, 2025.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc.

TBPELS NO. 10092300



Robert L. Boelsche

Robert L. Boelsche, R.P.L.S. _____

Texas Registration No. 4446

10011 Meadowglen Ln.

Houston, Texas 77042

713-784-4500

Date: November 11, 2025

Job No: 081-011-00

File No: R:\2008\081-011-00\documents\technical\Exhibits\2025\08101100V-2025-EH-ALVIN-STRIP-100' MB.docx

EXHIBIT A-2

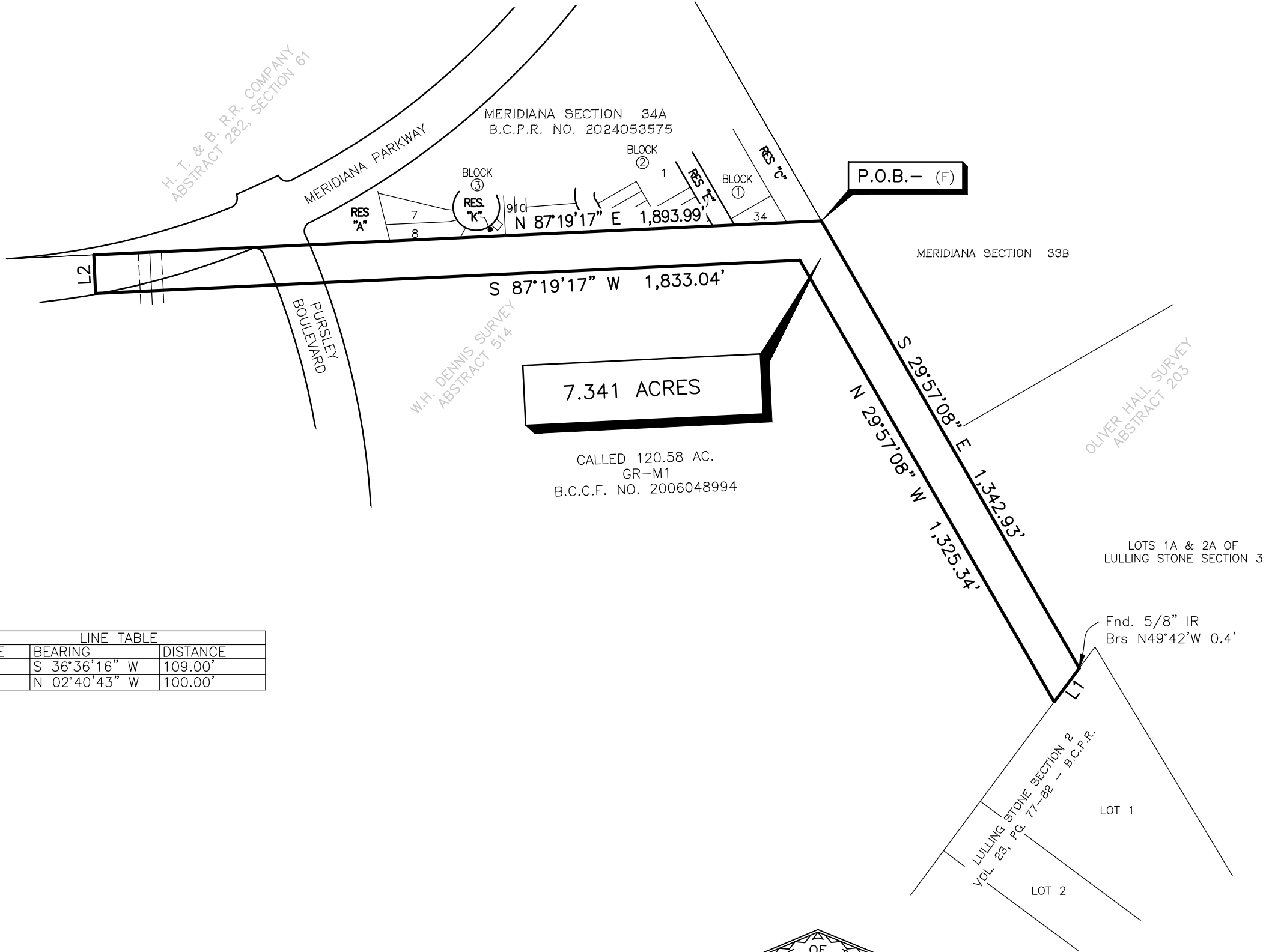
**Current Alvin Strip
Survey**

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NOTES:

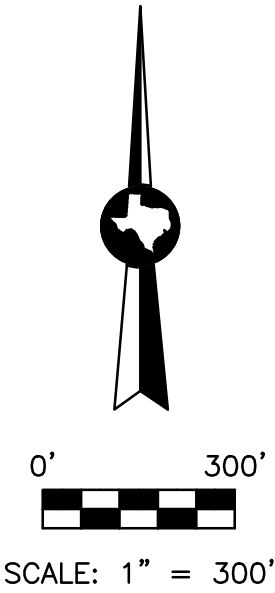
1. Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
2. This exhibit was prepared without the benefit of a current title report, therefore, all easements or other matters of record might not be shown hereon.
3. For additional information about the subject tract, see the metes and bounds description prepared separately.
4. No Visible or apparent improvements or features are shown hereon.


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 36°36'16" W	109.00'
L2	N 02°40'43" W	100.00'



Robert L. Boelsche

LEGEND	
AC.	Acres
FND.	Found
B.C.C.F.	Brazoria County Clerk File
B.C.D.R.	Brazoria County Deed Records
B.C.P.R.	Brazoria County Plat Records
I.R.	Iron Rod
P.O.B.	Point of Beginning
PG.	Page
SQ. FT.	Square Feet
VOL.	Volume
(F)	Found 5/8" capped iron rod stamped "E.H.R.A. 713-784-4500"





10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

ENGINEERING THE FUTURE
SINCE 1936

EXHIBIT MAP OF A
7.341 ACRE TRACT
OF LAND SITUATED IN
THE W.H. DENNIS SURVEY, A-514,
BRAZORIA COUNTY, TEXAS

DATE: November 11, 2025	SCALE: 1"= 300'	JOB NO.: 081-011-00
DWG. NAME: 08101100V-2025-EH-ALVIN-STRIP-100'.dwg	DRAWING NO.: NONE	

EXHIBIT B-1

**Revised Alvin Strip
Metes and Bounds**

**METES AND BOUNDS DESCRIPTION
BEING 3,237 SQUARE FEET OR 0.0743 ACRES
SITUATED IN THE
W.H. DENNIS SURVEY, ABSTRACT 514,
BRAZORIA COUNTY, TEXAS**

A 3,237 SQUARE FOOT OR 0.0743 ACRE TRACT OF LAND SITUATED IN THE W.H. DENNIS SURVEY, ABSTRACT NO. 514, BRAZORIA COUNTY, TEXAS, BEING A OUT OF A CALLED 120.58 ACRE TRACT OF LAND CONVEYED TO GR-M1 AND RECORDED UNDER BRAZORIA COUNTY CLERKS FILE NUMBER (B.C.C.F. NO.) 2006048994; SAID 3,237 SQUARE FOOT OR 0.0743 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE 4204, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found marking the northeasterly corner of said 120.58 acre tract and the southeasterly corner of Merdiana Section 34A, as per plat recorded under Brazoria County Plat Record Number (B.C.P.R. No.) 2024053575;

(1) **THENCE**, South 29°57'08" East, along the northeasterly line of said 120.58 acre tract for a distance of 1,342.93 feet to the southeasterly corner of called 120.58 acre tract being in the northerly line of Lulling Stone Section 2 as per plat recorded in Volume 23, Pages 77 through 82 of the Brazoria County Plat Records from which a found 5/8-inch iron rod bears North 49°42' West, a distance of 0.4 feet;

(2) **THENCE**, South 36°36'16" West, along the common line between the called 120.58 acre tract and Lulling Stone Section 2 for a distance of 1.09 feet to a point for corner;

THENCE, over and across the called 120.58 acre tract the following two (2) courses and distances:

(3) North 29°57'08" West, parallel with and 1.00 foot at a right angle from the northeasterly line of said 120.58 acre tract for a distance of 1,342.75 feet to a point for corner being 1.00 foot at a right angle from the common line between the called 120.58 acre tract and said Merdiana Section 34A;

(4) South 87°19'17" West, parallel with and 1.00 foot at a right angle from the common line between the called 120.58 acre tract and said Merdiana Section 34A for a distance of 1,893.38 feet to a point for corner;

(5) North 02°40'43" West, for a distance of 1.00 foot to a point for corner in the northerly line of the said 120.58 acre tract marking the northwesterly corner of the herein described tract of land;

(6) **THENCE**, North 87°19'17" East, along the common line between the said 120.58 acre tract and said Meridiana Section 34A for a distance of 1,893.99 feet to **POINT OF BEGINNING** and containing 3,237 Square Feet or 0.0743 Acres of land. This description was prepared in conjunction with an exhibit map (08101100V-2025-EH-ALVIN-STRIP-REV_2.DWG) dated July 9, 2025 and revised October 21, 2025.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc.

TBPELS NO. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Ln.
Houston, Texas 77042
713-784-4500

Date: July 9, 2025; rev. October 21, 2025

Job No: 081-011-00

File No: R:\2008\081-011-00\documents\technical\Exhibits\2025\08101100V-2025-EH-ALVIN-STRIP-REV_2 MB.docx



EXHIBIT B-2

**Revised Alvin Strip
Survey**

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LEGEND

AC.	Acres
FND.	Found
B.C.C.F.	Brazoria County Clerk File
B.C.D.R.	Brazoria County Deed Records
B.C.P.R.	Brazoria County Plat Records
I.R.	Iron Rod
P.O.B.	Point of Beginning
PG.	Page
SQ. FT.	Square Feet
VOL.	Volume
(F)	Found 5/8" capped iron rod stamped "E.H.R.A. 713-784-4500"



SCALE: 1" = 300'

Revised: October 21, 2025



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPELS No. 10092300

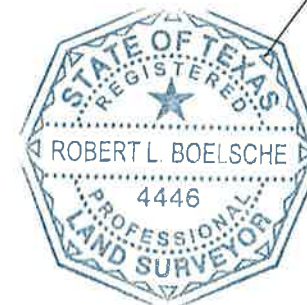
EXHIBIT MAP OF A 3,237 SQUARE
FOOT OR 0.0743 ACRE TRACT
OF LAND SITUATED IN
THE W.H. DENNIS SURVEY, A-514,
BRAZORIA COUNTY, TEXAS

DATE: July 9, 2025	SCALE: 1" = 300'	JOB NO.: 081-011-00
DWG. NAME: 08101100V-2025-EH-ALVIN-STRIP-REV_2.dwg		DRAWING NO.: NONE

LINE	BEARING	DISTANCE
L1	S 36°36'16" W	1.09'
L2	N 02°40'43" W	1.00'

NOTES:

- Bearings shown hereon refer to the Texas State Plane Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
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- For additional information about the subject tract, see the metes and bounds description prepared separately.
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Robert L Boelsche

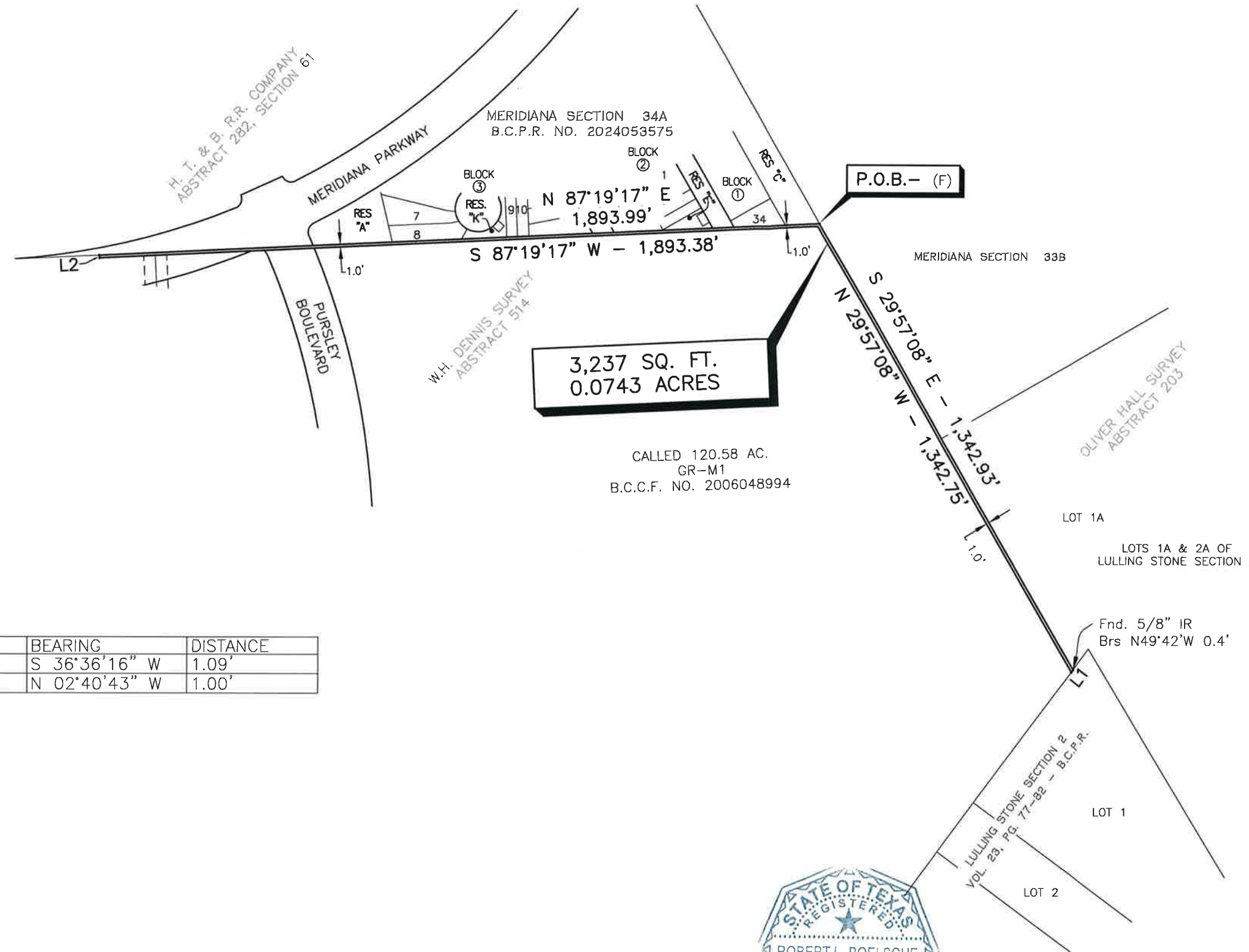


EXHIBIT C

**Resolutions of City of Alvin
and City of Iowa Colony**

Exhibit D
Official Map