

**SUPPLEMENTAL AGREEMENT TO INTERLOCAL COOPERATIVE  
AGREEMENT BETWEEN CALDWELL COUNTY AND CITY OF  
SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE  
EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS**

**THIS AGREEMENT** (this “Agreement”) is made and entered into by and between Caldwell County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”) and the City of San Marcos, a municipal corporation of the State of Texas (hereinafter referred to as “CITY”).

**WHEREAS**, the COUNTY and the CITY entered into that certain Interlocal Cooperative Agreement for Subdivision Regulation within the Extraterritorial Jurisdiction of the City of San Marcos dated October, 2014 (the “Subdivision Agreement”); and

**WHEREAS**, the Subdivision Agreement establishes which entity’s subdivision regulations apply and which entity shall process certain applications for development within the CITY’s extraterritorial jurisdiction in Caldwell County; and

**WHEREAS**, the COUNTY has requested that the CITY waive requirements in the Subdivision Agreement for the CITY to enforce the CITY’s subdivision regulations and to process development applications in connection with a proposed Bluebonnet Electric Cooperative facility in the CITY’s extraterritorial jurisdiction to be located on Highway 142 near the intersection of Church Street in Maxwell (the “Project”).

**NOW, THEREFORE**, the COUNTY and the CITY mutually agree as follows:

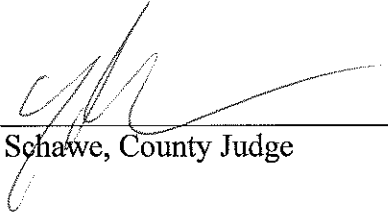
1. Notwithstanding any other terms and conditions in the Subdivision Agreement: a) the CITY will not enforce its subdivision regulations to the extent normally applicable to the Project; and b) the COUNTY will exclusively review, process and approve all development applications related to the Project.

2. Except as provided in paragraph 1, the Subdivision Agreement will continue in full force and effect as to developments in the CITY's extraterritorial jurisdiction in Caldwell County.

**EXECUTED** to be effective as of the date of the last signature below.

**COUNTY:**

By:

  
Ken Schawe, County Judge

Date:

11-13-2018

**CITY:**

By:

Bert Lumbreras, City Manager

Date:

