

# **PALO PINTO COUNTY**

## **Subdivision Regulations**

APPROVED BY THE PALO PINTO COUNTY COMMISSIONER'S COURT

September 26, 2014

**PALO PINTO COUNTY**  
**Subdivision Regulations**

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## **ARTICLE 1. GENERAL PROVISIONS**

Section 1.1      Purpose

These Subdivision Regulations have been adopted to encourage the orderly and efficient development of unincorporated areas within Palo Pinto County (the “County”) by establishing consistent, minimum standards related to drainage, streets, sewage, and other public utilities and facilities that are necessary to promote the health, safety and general welfare of the citizens of Palo Pinto County.

Section 1.2      Authority to Adopt

These rules are adopted by the Commissioners Court of Palo Pinto County, acting in its capacity as the governing body of Palo Pinto County and under the authority of Local Government, Chapter 232 and Water Code, Section 16.350.

Section 1.3      Alternative Procedures for Plat Revision

As authorized by Section 232.0095, Texas Local Government Code, Palo Pinto County adopts the provisions in Sections 212.013, 212.014, 212.015 and 212.016, Local Government Code, governing plat vacations, replatting and plat amendments.

Section 1.4      Findings

These subdivision Regulations have been adopted based on the following findings:

- (a)      The Commissioners Court of Palo Pinto County has the authority to regulate the subdivision process pursuant to Local Government Code Sections 232.001, *et. Seq.*
- (b)      The Commissioners Court of Palo Pinto County has been designated by the Texas Commission on Environmental Quality.
- (c)      These Regulations meet the requirements of the Model Subdivision Rules contained in Title 31 of the Texas Administrative Code, Chapter 364, Subchapter B.

Section 1.5      Severability and Validity

It is hereby declared to be the intention of the County Commissioners that the sections, paragraphs, sentences, clauses and phrases of this Court Order are severable and, if any phrase, clause, sentence, paragraph or section of this Court Order shall be declared invalid by the valid judgment or decree of any court of competent jurisdiction, such invalidity shall not

affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Court Order, since the same would have been enacted by the County Commissioners without the incorporation in this Court Order of any such invalid phrase, clause, sentence, paragraph or section.

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## ARTICLE 2. DEFINITIONS

For the purpose of these Regulations, the following terms, phrases, words and their derivations shall have the meaning given herein. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in planning and engineering practice.

Acre – A unit of area equal to 43,560 square feet. When calculating the acreage of any lot, the gross square footage within the lot shall be used, provided that any area that is dedicated for right-of-way purposes, within a private roadway easement, or an easement for a shared access driveway, shall be excluded.

Alley – A minor public right-of-way, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular services access to the back or sides of property otherwise abutting on a road.

Applicant – An owner or owner’s authorized representative who seeks approval of a proposed subdivision pursuant to these Regulations.

Bond – Any form of surety bond in an amount and form satisfactory to the County, as authorized in Section 232.004 of the Local Government Code.

Business Day – The days of the week when County offices are normally open (excludes official holidays and weekends).

Commission – the Texas Commission on Environmental Quality and any of its predecessor or successor entities.

Commissioners Court – The Commissioners Court of Palo Pinto County.

County – Palo Pinto County, Texas.

County Clerk – The County Clerk of Palo Pinto County.

County Engineer – The County Engineer of Palo Pinto County or designated representative of the County Engineer.

County Judge – The County Judge of Palo Pinto County.

County Road – A public roadway under the control and maintenance of the County.

Dedication – The appropriation of land, or an easement therein, by an owner, for the use of the public and accepted for such use by or on the behalf of the public.

Developer – Any person, partnership, firm association, corporation (or combination thereof), or any officer, agent, employee, servant or trustee thereof, who performs or

participated in the performing of any act toward the development of a subdivision, within the intent, scope and purview of these Regulations.

Development – All land modification activity, including the grading or construction of buildings, roads, parking lots and/or other impervious structures or surfaces.

Drainage Plan or Study – A general plan for handling stormwater affecting existing and proposed property and/or roads due to development.

Drinking water - All water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.

Easement – An area for restricted use on private property upon which a public utility/entity shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growth which in any way endanger or interfere with the construction, maintenance and/or efficiency of its respective systems on or within any of these easements.

Engineer – A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.

Flag Lot - A lot which does not meet the minimum frontage requirements and is accessed by a narrow portion of land.

Extraterritorial Jurisdiction (“ETJ”) – The unincorporated land area not within the boundaries of a municipality, which is contiguous to the corporate limits, as defined in Local Government Code, Chapter 42.

Final Plat – A map or drawing and any accompanying material of a proposed subdivision prepared in a manner suitable for recording in the county records and prepared as described in these regulations.

Floodplain – That area subject to inundation by flood, having a one percent probability of occurrence in any given year (100-year flood), based on existing conditions of development within the watershed area, as shown on the Flood Insurance Rate Maps (FIRM) provided by the Federal Emergency Management Agency (FEMA).

Grade – The horizontal elevation of a finished surface of the ground or paving at a point where height is to be measured or the degree of inclination of a surface.

Homeowners Association – An organized, non-profit corporation with mandatory membership when property is purchased.

Lot – An undivided tract or parcel of land.

Minimum Requirements – Minimum acceptable requirements; such requirements may be modified by the County Engineer as may be necessary to protect the public health, safety, and welfare.

Model Rules – The Model Subdivision Rules of the Texas Water Development Board, codified as Chapter 364 of Title 31 of the Texas Administrative Code.

Non-public water system – Any water system supplying water for domestic purposes which is not a public water system.

Original Tract – The original tract of land owned by an owner prior to proposed subdivision.

OSSF – On-site sewage facilities as that term is defined in rules and/or regulations adopted by the commission, including, but not limited to, 30 TAC Chapter 285.

Owner – The owner of land of record subject to these subdivision requirements.

Plat – A drawing or map depicting the division or subdivision of land into lots, blocks, parcels, tracts or other parts.

Platted – Recorded with the county in an official plat record.

Preliminary Plat – A drawing or map depicting the proposed overall plan for subdividing, improving and developing a tract of land shown by superimposing a scale drawing of the proposed division onto a topographic map, and showing in plain view all existing and proposed drainage features and facilities, the proposed road layout and other pertinent features, along with such notations and other information that is sufficient to substantially describe the general scope and detail of the proposed development.

Private Road – A residential road that is typically owned and/or maintained by an entity other than the County and that is generally intended to serve residents located thereon but not the public at large.

Public Road – A public right-of-way, however designated, dedicated, or acquired which provides vehicular access to adjacent properties.

Public water system – A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage, and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Two or more systems with each having a

potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms "individual" or "served," an individual shall be deemed to be served by a water system if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.

Purchaser – Shall include purchasers under executory contracts for conveyance of real property.

Regulations – Palo Pinto County Subdivision Regulations, as may be amended.

Replatting (or Replat) – The re-subdivision or combining of all or part of any block(s), lot(s) or tract(s) within a previously platted and recorded subdivision.

Retail public utility – Any entity meeting the definition of a retail public utility as defined in Water Code §13.002.

Right-of-Way – A parcel of land that is occupied or intended to be occupied, by a road or alley. Where appropriate, “right-of-way” may include other facilities and/or utilities such as sidewalks; railroad crossings; electrical, telecommunication, oil, gas, water, sanitary sewer and/or storm sewer facilities.

The term “right-of-way” shall also include parkways and medians which are located outside of the actual pavement. The usage of the term “right-of-way” for land platting purposes shall mean that every public right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and shall not be included within the dimensions or areas of such lots or parcels.

Street (or Road) – A right-of-way (or easement), whether public or private and however designated, which provides vehicular access to adjacent land.

Sewerage facilities – The devices and systems which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.

Street (or Road) Right-of-Way – The distance between property lines measured at right angles to the centerline of the street.

Subdivider – Any owner of land or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision.

Subdivision – Any tract of land divided into two or more parts that results in the creation of two or more lots of five acres or less intended for residential purposes. A subdivision includes re-subdivision (replat) of land which was previously divided.

It is the intent of the Commissioners Court that the term “subdivision” be interpreted to include all divisions of land that are not exempt under Section 3.3 of these Regulations, including divisions intended to create gated (i.e., private streets) communities, to the fullest extent permitted under the laws of the State of Texas.

Surveyor – A person licensed under the provisions of the Texas Professional Land Surveying Practices Act to practice the profession of surveying.

TAC – Texas Administrative Code, as compiled by the Texas Secretary of State.

TCEQ – Texas Commission on Environmental Quality.

Tract – Any parcel of land created by the division of the original tract and including the remainder of the original tract.

Utility – Water, sewer, gas and/or electrical services owned and/or operated by either a municipality, county, special district, or any other public, non-profit or private entity.

Variance – A form of relief granted to an owner/developer by the Commissioners Court, and granted on the basis of the criteria set out in these Regulations.

Water facilities – Any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.

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## ARTICLE 3. APPLICABILITY OF REGULATIONS

### Section 3.1 Scope

- (a) These regulations shall apply to the areas within Palo Pinto County that are located outside of the corporate boundaries of a municipality, except as provided by Subsection (c).
- (b) These regulations may exclude areas within Palo Pinto County that are located within the extraterritorial jurisdiction (ETJ) of a municipality, only if:
  - (1) an ETJ has been established by the municipality; and
  - (2) the municipality has entered into a written agreement with the County that identifies the municipality as the entity authorized to regulate subdivision plats within its respective ETJ, in accordance with Section 242.001, Local Government Code.
- (c) If the property to be platted lies within the ETJ of a city that has not entered into a written agreement with the County as provided in Subsection (b)(2), the platting procedures of these Regulations will be accomplished simultaneously with the platting procedures of the applicable city. For standards that are conflicting, the stricter standard shall apply. The Developer must obtain plat approval from the city before final plat approval will be granted by the Commissioners Court.

### Section 3.2 Plat Required

- (a) Unless exempt under these regulations, the owner of a tract of land that is subject to the Scope of these regulations, as set forth in Section 3.1, must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:
  - (1) a subdivision of the tract, including an addition;
  - (2) lots; or
  - (3) streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.
- (b) A division of a tract shall include any division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract

of sale or other executory contract to convey, or by using any other method.

Section 3.3 Exemptions to Platting Requirements

- (a) As provided by certain provisions of Local Government Code Section 232.0015, the owner of a tract of land subject to the scope of these Regulations is not required to have a plat of the subdivision prepared if the owner does not lay out a part of the tract described by Section 3.2(c) and it meets one of the following conditions:
  - (1) the land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution;
  - (2) the tract of land is divided into four or fewer parts and each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code;
  - (3) all of the lots of the subdivision are more than 10 acres in area;
  - (4) all the lots of the subdivision are sold to veterans through the Veterans' Land Board program;
  - (5) the tract of land belongs to the state or any state agency, board or commission or owned by the permanent school fund or any other dedicated funds of the state;
  - (6) one new part of the tract is to be retained by the owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of these Regulations; or
  - (7) all parts of the tract are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract.
- (b) As provided by Local Government Code Section 232.0015(i), the owner of a tract of land located outside the limits of a municipality who divides the tract into two or more parts is not required to have a plat of the subdivision prepared if:

- (1) the owner of the land is a political subdivision of the state;
  - (2) the land is situated in a floodplain; and
  - (3) the lots are sold to adjoining landowners.
- (c) If a tract described by Subsection (a)(1) ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use, the platting requirements of these regulations apply.
- (d) If any lot described by Subsection (a)(2) is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this subchapter of the Texas Local Government Code apply.

Section 3.4 Permits

No permit, which Palo Pinto County is authorized to issue, will be issued for any property that is not in compliance with these Regulations.

Section 3.5 Certificate of Exemption

On request of the Owner, the County Engineer shall issue a certificate for presentation to the County Clerk certifying that the division of land is exempt from any platting requirements.

Section 3.6 Registration

An owner whose subdivision is exempt from the platting requirements of these regulations shall register the division with the County Clerk and submit the following to the County Clerk:

- (a) A duplicate copy of the recorded conveyance instrument, with legible metes and bounds description attached thereto;
- (b) A survey or showing the boundaries of the Lots, adjacent roads, and adjacent property owners;
- (c) An executed registration form promulgated by the County Engineer which shall require the Owner to acknowledge the all lots remain subject to the on-site wastewater rules and development permit requirements of the County;

Section 3.7            Presumption of Residential Purpose - MODEL RULE 364.11

Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.

Section 3.8            Variances

- (a)     The Commissioners Court shall have the authority to grant variances from these Regulations when literal enforcement of the provisions of this ordinance would result in unnecessary hardship. Any variance granted shall not have the effect of nullifying the intent and/or purpose of these Regulations.
- (b)     The Commissioners Court shall not grant a variance from the terms of any regulations set forth by the Model Rules.
- (c)     The conditions upon which the request for a variance is based shall be unique to the property in question, and not generally applicable to other property.
- (d)     The granting of a variance shall not be detrimental to the public health, safety and welfare, or injurious to other property, or prevent the orderly subdivision of the land in the area in accordance with these Regulations.
- (e)     When evaluating a request for a variance, the Commissioners Court shall consider the following factors:
  - (1)     whether strict enforcement of the Regulations would deny the Applicant the privileges or safety of similarly situated property with similarly timed development;
  - (2)     the actual situation of the property in question in relation to neighboring or similar properties, such that no special privilege not enjoyed by other similar situated properties may be granted; and
  - (3)     whether there are special circumstances or conditions affecting the land involved in the proposed development such that strict application of these Regulations would deprive the Applicant of the responsible use of their land, that failure to approve the variance would result in undue hardship to the Applicant, and such is through no fault of the Applicant.
- (f)     Financial hardship to the Applicant alone shall not be deemed sufficient to constitute approval of a variance.

Section 3.9

Penalty

Any person or business entity that violates any provision of these Regulations is subject to all civil and criminal penalties authorized by State law.

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## **ARTICLE 4. GENERAL PROCEDURES**

### Section 4.1      Subdivision Approval Process

- (a)      No Subdivision shall be permitted until the Owner has obtained approval of a Final Plat by the Commissioner's Court and the Final Plat is filed with the County Clerk to be recorded in the plat records of the County.
- (b)      If a proposed subdivision creates ten (10) lots or more or lays out county-maintained streets, the Owner must first obtain approval of preliminary plat by the Commissioners Court before submitting a Final Plat for approval;

### Section 4.2      Letter of Transmittal

All submissions to the Commissioners Court pursuant to these Regulations, including amendments or supplemental materials, shall be delivered to the County Engineer and shall be accompanied by a letter of transmittal indicating:

- (a)      the name, address and phone number of the Owner and, if different, the name of the developer and Applicant;
- (b)      the name, address and phone number of any person submitting the materials on behalf of the owner;
- (c)      the name of the proposed Subdivision;
- (d)      the size and location of the Original Tract or, if a reference number has previously been assigned, the reference number of the Subdivision application; and
- (e)      a detailed description of the requested actions.

### Section 4.3      Application Materials

- (a)      In addition to the letter of transmittal, each application for a preliminary or final Plat shall include the following:
  - (1)      for the preliminary plat, four 18" x 24" blue line copies, or for the final plat, six 18" x 24" blue line copies and one 18" x 24" mylar;
  - (2)      the applicable application fee (See Appendix A);

- (3) a tax certificate showing that all taxes are currently due with respect to the original tract have been paid; and
  - (4) all other documents or reports required pursuant to these Regulations and any associated bonds or letters of credit.
- (b) An application is considered complete when all documentation required under Section 4.3 is delivered to the County Engineer in accordance with Section 4.2 together with:
- (1) for preliminary plats, those items required in Article 5; or
  - (2) for final plats, those items required in Article 6.

Section 4.4 Review Procedure

- (a) Upon receipt of a completed application, the County Engineer shall conduct a technical review of the application and make a recommendation to the Commissioners Court as to whether the application is in compliance with these regulations.
- (b) In the event the County Engineer determines that the Application is not complete, the County Engineer shall, within 10 business days after the date it received the Application, provide the Applicant written comments detailing the outstanding or deficient items.
- (c) Upon receipt of the County Engineer's written comments, the Applicant shall submit to the County Engineer additional information or a revision of the application, together with a written response to each comment of the County Engineer within thirty (30) days. The Applicant may request that the application be forwarded to the Commissioners Court without addressing the County Engineer's comments, in which event the County Engineer will make its recommendation and itemize the deficient or outstanding items for the Commissioners Court.
- (d) Upon written request of the Applicant, the County Engineer may extend the Applicant's thirty-day response time to provide supplemental information, but in no event shall the response time be extended for longer than sixty (60) additional days.
- (e) In the event the Applicant fails to respond to the County Engineer within the thirty day response period (or the period as extended by the County Engineer), the County Engineer shall return the application to the Applicant, without a refund of fees paid, and the Applicant will be required to re-file an original application, with applicable fees, for further consideration of the application.

- (f) After the review period expires, the County Engineer shall post the Application for consideration by the Commissioners Court at the next regularly scheduled meeting of the Commissioners Court. The County Engineer may post an application for consideration at any time prior to the expiration of the review period if the review process has been completed.

Section 4.5

Meeting with Precinct Commissioner

If the proposed plat lays out county-maintained streets, The Owner or its agent shall meet with the commissioner in whose precinct the proposed subdivision is located prior to the Commissioners Court meeting to review the plat. The request for said meeting shall be made of the Commissioner a minimum of thirty (30) days prior to the Commissioners Court meeting at which action is being requested.

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## ARTICLE 5. PRELIMINARY PLAT

### Section 5.1 Required Information

A proposed Preliminary Plat shall include the following:

- (a) General Information
  - (1) Name of the proposed Subdivision, which shall not be the same or deceptively similar to any other subdivision within the County unless the subdivision is an extension of a preexisting, contiguous subdivision.
  - (2) The boundary lines and total acreage of the Original Tract and the Subdivision.
  - (3) The total number of Lots within the proposed subdivision and the average size of lots, and the total number of Lots within the following size categories:
    - (A) 10.0 acres or larger;
    - (B) larger than 5.0 acres and smaller than 10.0 acres;
    - (C) larger than 2.0 acres and smaller than 5.0 acres;
    - (D) larger than 1.0 acre and smaller than 2.0 acres; and
    - (E) smaller than 1.0 acre.
  - (4) Lot and block numbers and/or letters.
  - (5) Approximate acreage and dimensions of each lot.
  - (6) The location of any proposed parks, squares, greenbelts, schools, or other public facilities.
  - (7) Names of adjoining subdivisions or owners of property contiguous to the proposed Subdivision.
  - (8) Name, signature, seal, date, and address of the surveyor and/or engineer.
  - (9) Name, signature, and address of the Owner, and developer or Applicant if not the owner.

- (10) Statement of approval by the Commissioners Court as follows:

THE COMMISSIONER'S COURT OF PALO PINTO COUNTY, TEXAS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, VOTED AFFIRMATIVELY TO RECOMMEND CONDITIONAL APPROVAL OF THIS PRELIMINARY PLAT, SUBJECT TO CONDITIONS ENUMERATED IN THE MINUTES OF THIS DATE.

- (11) BY: \_\_\_\_\_  
PALO PINTO COUNTY JUDGE Area map showing general location of Subdivision in relation to major roads, towns, cities, or topographic features.
- (12) North arrow, scale, and date. The scale shall not exceed 1" = 200'
- (13) Boundary lines of any incorporated city and the limit of the ETJ of any city, if applicable.
- (14) Boundary lines of the County, if applicable.
- (15) Set-back lines shall be indicated by dashed lines on all lots in accordance with the requirements of these rules.
- (16) A conspicuous notation indicating that the plat is a "Preliminary Plat for Inspection Purposes Only."
- (17) Indicate the proposed phases of development (if applicable).

(b) Flood Plain and Drainage Information

- (1) Elevation contours at no greater than ten foot (10') intervals, based on NGVD '29 datum.
- (2) All Special Flood Hazard Areas identified by the most current Flood Insurance Rate Maps published by the Federal Emergency Management Agency.
- (3) For each lot containing 100-year floodplain, sufficient additional contours to identify and delineate the 100-year floodplain and regulatory floodway, if any. If base flood elevations have not already been established, they shall be established by a method satisfactory to the County Engineer.

- (4) For each subdivision containing 100-year floodplain, at least one benchmark showing NGVD '29 elevation, as well as latitude and longitude.
- (5) A drainage plan depicting the anticipated flow of all draining onto and from the subdivision and showing all major topographic features on or adjacent to the property including all water courses, 100 year floodplain boundaries, ravines, bridges, and culverts.
- (6) The location and size of all proposed drainage structures, including on-site retention or detention ponds and easements and the impact of lot and street layouts on drainage.
- (7) Depiction of all streams, rivers, ponds, lakes, other surface water features or any Sensitive Features (as defined by the Texas Commission on Environmental Quality in 30 Texas Administrative Code 213.3) and a statement certified by the surveyor or engineer under his or her professional seal that, to the best of his or her knowledge, the plat accurately reflects the general location (or absence) of all such features in accordance with the terms of these regulations.

(c) Street and Right of Way Information

- (1) Name, location, length, and right-of-way widths of all proposed streets and existing streets and a depiction of how all proposed streets shall connect with previously dedicated, platted, or planned streets within the vicinity of the Subdivision.
- (2) Location, size, and proposed use of all proposed access easements, or Shared Access Driveways, if any.
- (3) A statement indicating whether the Applicant shall seek County maintenance of the roads or designation of roads as private roads.
- (4) Letter of approval from the County 911 Coordinator for street names and street address numbering of all houses or other buildings contemplated to be erected within the subdivision as developed.

- (d) Water, Wastewater, and Utilities Information
- (1) Designation of the entity supplying electric, phone, and gas utilities to Lots, or a statement that such utility is not available.
  - (2) The location of all proposed utility easements and/or infrastructure, including water well sanitary easements, if applicable. Public wells shall include a sanitary easement of a 150-foot radius.
  - (3) Designation of the water and sewer utility provider for the Subdivision, if known, and the source of the water intended to serve each lot within the subdivision area (i.e. surface water, ground water from specified aquifer, etc.) or, if the source of water is not known, a statement to that effect.
  - (4) If groundwater under the land is to be the source of water for the subdivision, provide certification by a professional engineer that there is adequate groundwater available to meet TCEQ requirements for residential development. Include the water provider's certificate of convenience and necessity (CCN) number. All such groundwater availability statements and certifications must comply and be in the form provided in T.A.C. Title 30, Part 1, Chapter 230.
  - (5) The location and size of existing and/or proposed water lines that are to serve the proposed subdivision along with all proposed fire hydrants, if any.
  - (6) If applicable, certification that all Lots have been designed in compliance with the Rules of Palo Pinto County for On-Site Sewage Facilities, together with all planning and evaluation materials required to determine Lot sizing under the Palo Pinto County On-Site Sewage Rules and any request for a variance under the Rules of Palo Pinto County for On-site Sewage Facilities.
  - (7) Recording information (volume and page deed reference or instrument number) on all existing utility easements.

## Section 5.2

### Street Design

A proposed Preliminary Plat shall include the location and dimensions of streets and a statement on the adequacy of the streets to provide access to every lot by emergency vehicles.

Section 5.3      Drainage

A proposed preliminary plat shall satisfy the requirements of Article 10 relating to Drainage and shall contain a written certification from a Registered Professional Engineer stating that the location and approximate sizes of the drainage structures set forth in the preliminary plat are in accordance with the Drainage Design Criteria.

Section 5.4      On-Site Sewage Rules

A proposed preliminary plat shall satisfy the requirements of the Rules of Palo Pinto County for On-Site Sewage Systems.

Section 5.5      Approval of Preliminary Plat

- (a)      The Commissioners Court shall approve a Preliminary Plat if it satisfies each of the requirements of these Regulations.
- (b)      Approval of the preliminary plat by the Commissioners Court serves as the County's approval of the basic layout of the proposed subdivision and applicable improvements and does not constitute approval for recording the final plat with the County Clerk.
- (c)      Approval of a preliminary plat does not authorize any site grading, construction or development activities, except as permitted under Section 8.6, but merely authorizes the Applicant to proceed with the preparation of a final plat.

Section 5.6      No Conveyance of Lots

Conveyance or sale of lots depicted on a preliminary plat shall not be permitted until the final plat has been approved and recorded in the Official Public Records of Palo Pinto County.

Section 5.7      Expiration

Approval of a preliminary plat shall expire and be of no further force and effect in the event a final plat for a portion of the subdivision is not filed within twelve (12) months following the date of the Commissioners Court Approval of the Final Plat.

## ARTICLE 6. FINAL PLAT

### Section 6.1 Required Information

A proposed final plat shall comply with all of the requirements of the approved preliminary plat, if applicable, and shall additionally include the following:

- (a) General Information
  - (1) Bearings and dimensions of the boundary of the Subdivision and all lots, parks, greenbelts, easements, or reserves. Dimensions shall be shown to be nearest one-hundredth of a foot (0.01') and bearings shall be shown to the nearest one second of angle (01"). The length of the radius and arc of all curves, with bearings and distances of all chords, shall be clearly indicated.
  - (2) Description of monumentation used to mark boundary, lot, and block corners, and all points of curvature and tangency on street rights-of-way.
  - (3) Location of original survey line. The subdivision shall be located with respect to a survey corner of the survey of which it is part.
  - (4) Lot and block numbers and/or letters for each lot.
  - (5) Acreage of all lots, calculated to the nearest one-hundredth of an acre.
  - (6) A conspicuous notation indicating the plat is a "Final Plat."
- (b) Flood Plain and Drainage Information
  - (1) For subdivision containing 100 year floodplain, benchmarks and finished floor elevations of each in accordance with the Palo Pinto County Flood Damage Prevention Ordinance.
  - (2) For subdivision not containing 100 year floodplain, the following statement with appropriate FIRM Panel ID:  
  
"According to FIRM Panel(s) [ID], no portion of the subdivision is within the 100-year flood plain."
- (c) Street and Right of Way Information

- (1) Total length of all streets, to the nearest one-tenth mile, and a declaration as to which category of streets will be constructed, as described in Section 7.8 (paved, public streets to be maintained by the County) or Section 7.9 (paved or unpaved, private streets)).
- (2) Total area of all rights-of-way to be dedicated to the public.
- (3) The items required under Section 7.8 (County Maintained Streets) or Sections 7.9 (Privately Maintained Streets), as applicable.
- (4) The following statement shall appear prominently on the final plat:

“In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated roadway unless the driveway has been approved by the appropriate Road Commissioner, or the Texas Department of Transportation.

(d) Water, Wastewater, and Utilities Information

- (1) For each lot not served by a public sewer system, the location of a viable percolation area for septic tanks and proposed well sites, if any.
- (2) Certification that all lots have been designed in compliance with the Rules of Palo Pinto County for on-site sewage facilities.
- (3) The following statement shall appear prominently on the final plat:

“No structure in this subdivision shall be occupied until connected to an individual water supply or state-approved community water system.”
- (4) The following statement shall appear prominently on the final plat:

“No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system that has been approved and permitted by the Palo Pinto County Public Works Department.”

(e) Other Plat Notes and Certificates



Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_, County, TX

- (3) Signature block, as shown below, to be completed by the Commissioner’s Court.

THE COMMISSIONER’S COURT OF PALO PINTO COUNTY, TEXAS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, VOTED AFFIRMATIVELY TO ADOPT THIS PLAT AND APPROVE IT FOR FILING OF RECORD.

BY: \_\_\_\_\_  
PALO PINTO COUNTY JUDGE

ATTEST: \_\_\_\_\_  
PALO PINTO CLERK

Section 6.2 Approval of Final Plat - Standard

The Commissioners Court shall approve a final plat if it satisfies each of the requirements set forth in Articles 6, 7, 8, 9, and 10.

Section 6.3 Criteria for County Maintained, Paved Streets

- (a) Construction plans for all streets and drainage improvements within the subdivision and signage plans for all streets;
- (b) A certification under the seal of a Professional Engineer that the Construction Plans and pavement designs are in compliance with these regulations;
- (c) The anticipated cost, per linear foot, of each street; and
- (d) The total estimated construction cost of all of the streets and drainage improvements proposed to be constructed within the subdivision.

Section 6.4 Criteria for Paved and Unpaved Streets Maintained Privately

- (a) Construction plans for all streets and drainage improvements within the subdivision and signage plans for all streets;
- (b) The Final Plat must contain a statement as set forth in Article 8 indicating that Palo Pinto County will never accept or maintain the roads unless they meet county standards in effect on the date of

acceptance and that the roads will be maintained in perpetuity by the owners in the subdivision; and

- (c) The Final Plat must contain a requirement that every deed contain a notice to the grantee that all roads and streets are private, that the owners will be perpetually liable for the maintenance, that the county has no intent to accept it for maintenance, and that the quality of the roads and streets affect access by public services such as police, fire, and EMS.

## Section 6.5

### Final Engineering Report – MODEL RULE 364.52

The final plat shall include on the plat or have attached to the plat an engineering report bearing the signed and dated seal of a professional engineer registered in the State of Texas. The engineering report shall discuss the availability and methodology of providing water facilities and wastewater treatment to individual lots within the subdivision. A detailed cost estimate per lot acceptable to the county shall be provided for those unconstructed water supply and distribution facilities and wastewater collection and treatment facilities which are necessary to serve each lot of the subdivision. The plan shall include a construction schedule for each significant element needed to provide adequate water or wastewater facilities. If financial guarantees are to be provided under §364.54 of this title, the schedule shall include the start dates and completion dates.

#### (1) Public water systems.

- (A) Where water supplies are to be provided by an existing public water system, the subdivider shall furnish an executed contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix B, Figure 31 TAC § 364.32(a)(1), and referenced in Model Rule §364.32(a)(1) of this title. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project which may include in addition to the county the commission and the county health department. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for a public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater

supplies relative to the ultimate needs of the subdivision.

- (B) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for a public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply then the final engineering report shall include evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.
- (2) Non-public water systems. Where individual wells are proposed for the supply of drinking water to residences, the final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with §364.32 of this title. The results of such analyses shall be made available to the prospective property owners. If the water quality of the test well required pursuant to §364.32(b) of this title does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The final engineering report shall include a groundwater availability study that complies with the

requirements of 30 TAC §§230.1 through 230.11 for water availability for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The description of the required sanitary control easement shall be included.

- (3) Organized sewerage facilities.
  - (A) Where wastewater treatment is to be provided by an existing retail public utility, the subdivider shall furnish evidence of a contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix B, Figure 31 TAC § 364.33(a)(2), and referenced in §364.33(a)(2) of this title. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the commission and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project.
  - (B) Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the commission. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate build-out population of the subdivision shall have been obtained from the commission and plans and specifications for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.
- (4) On-site sewerage facilities. Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC §285.4(c), including the site evaluation described by 30 TAC §285.30 and all other information required by the county's OSSF order.

Section 6.6

Expiration

Approval of a Final Plat shall expire and be of no further force and effect in the event a final plat for a portion of the subdivision is not filed within twelve (12) months following the date of the Commissioners Court Approval of the Final Plat.

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## ARTICLE 7. SUBDIVISION DESIGN AND STREET CONSTRUCTION

### Section 7.1 Lots – General Provisions

- (a) The purpose of this section is to provide required guidelines for the establishment of individual lots within subdivisions. No final plat shall be approved by the Commissioner’s Court, and no completion improvements shall be accepted by the County, unless and until such requirements conform to these design criteria and all other applicable standards as prescribed by the Palo Pinto County.
- (b) Lots shall be of sufficient size and shape to allow for the construction of residential dwelling units that will meet the requirements of established building or construction codes, public health codes, and local ordinances and orders.
- (c) Lots shall be of sufficient size and shape to accommodate easements for all public and private utility services and facilities that are to serve the subdivision.
- (d) Lots should be designed, so far as possible, to have the side lot lines at right angles to the street on which the lots face or radial to curved streetlines.

### Section 7.2 Lots – Minimum Size

- (a) The minimum lot size for lots serviced by private water well and organized sanitary sewer shall be not less than one-half (1/2) acre.
- (b) The minimum lot size for lots serviced by public water supply and on-site septic facilities shall be in accordance with the rules and regulations pertaining to the “On-Site Sewage Facilities” in these rules, and in no case shall be less than one-half (1/2) acre in size.
- (c) The minimum lot size for lots serviced by private water well and on-site septic facilities shall be in accordance with the rules and regulations pertaining to the “On-Site Sewage Facilities” in these rules, and in no case shall be less than one (1) acre in size.

### Section 7.3 Lots - Frontage

- (a) All lots shall have frontage on, or access to, a public road as follows:

Road Classification

Minimum Road Frontage

Country Lane	30'
Local Street	50'
Minor Collector	100'
Major Collector	150'
Minor Arterial	150'
Major Arterial	150'

- (b) Flag Lots - It is the policy of the County to prohibit the creation of flag lots unnecessarily, and to discourage the creation of any lot which, by virtue of its relatively great depth in relation to its width, is likely to facilitate future requests for re-subdivision to create a flag lot. The County Engineer shall advise the Commissioners Court if a proposed Lot constitutes a “Flag Lot,” as defined herein, and the Commissioners Court shall, in reviewing all the circumstances, make the final determination.

Section 7.4      Lots – Number of Dwellings – MODEL RULE 364.37

No more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and waste water utility type and design.

Section 7.5      Permitted Streets

All streets, whether maintained by the County or privately, shall be constructed in accordance with these Regulations and shall be classified as one of the two following types of streets (referred to collectively as “Permitted Streets”):

- (c) Publicly dedicated, paved streets to be maintained by the County and constructed pursuant to Section 7.8;
- (d) Private, paved and un-paved streets to be maintained by a private entity in perpetuity (or until constructed to currently applicable County standards for acceptance of maintenance, and accepted for maintenance by resolution of the Commissioners Court) and constructed pursuant to Section 7.9.

Section 7.6

Driveway Spacing and Design Standards

- (a) The County Road Commissioner shall review and approve all driveway access to County Maintained roads.
- (b) The Texas Department of Transportation shall review and approve all driveway access to State Maintained roads.

Section 7.7

Shared Access Driveways

- (a) Up to one (1) lot without independent access to a County Road may obtain access to a County Road by means of a Shared Access Driveway if approved by the Commissioner's Court. Any additional two (2) lots having independent access to a County Road may also share the use of the Shared Access Driveway. Shared Access Driveways are intended as a means to provide flexibility in the development process, preserve the rural character of the land and avoid excessive infrastructure costs when such costs would provide little or no social benefit. Excessive use of Shared Access Driveways will not be permitted.
- (b) Requirements
  - (1) A note must be conspicuously displayed on the plat stating:
    - (A) No more than three single family residences may share use of the shared access driveway and if any other development of a dwelling unit occurs on any of the Lots obtaining access through the shared access driveway, then such new dwelling unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Permitted Street prior to construction of the dwelling unit. A duplex will not be considered a single family residence for purposes of this sub-paragraph
    - (B) The homeowners of the single family residences obtaining access through the shared access driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
  - (2) Each of the lots sharing the use of the shared access driveway shall hold equal, indivisible and unrestricted

rights in the shared access driveway, which rights shall be established by recorded easement and the easement shall run with the land of each of the benefited lots. The easement instrument shall clearly state each lot's pro rata responsibility with respect to future maintenance or repairs of the shared access driveway.

- (3) The Shared Access Driveway shall be no longer than one quarter (1/4) mile in length; shall have adequate width for access by emergency vehicles, shall convey all necessary drainage, accommodate necessary utility easements; and must have a minimum centerline to centerline distance of:
  - (A) Two hundred feet (200') from any other driveway entering onto the County Road; and
  - (B) Five Hundred feet (500') from any other Shared Access Driveway.
- (4) The postal address of each of the lots shall be based on the permitted street on which the shared access driveway gains access and the mailboxes for each of the lots shall be located together along the right of way of the permitted street.
- (5) Up to three (3) lots not having independent access to a County Road may share a Shared Access Driveway with up to two (2) lots having independent access to a County Road if all other requirements of this section are met and all lots using or adjacent to the driveway are larger than five (5) acres in size and restricted by Plat note limiting development to one single family residence pert.

Section 7.8 Publicly Maintained and Dedicated Paved Street.

Paved streets dedicated to the public must be approved by the Commissioners Court.. The boundary lines of all lots fronting onto a publicly dedicated right-of-way shall be contiguous with the boundary of the right-of-way.

Section 7.9 Privately Maintained Paved and Unpaved Streets

- (a) All paved or unpaved private streets shall conform to the dimensional requirements in the Palo Pinto County Road Design and Specifications.
- (b) Paved or unpaved private streets shall be permitted within a subdivision only if each of the following criteria are satisfied:

- (1) The road will be constructed to a minimum standard that provides access to the individual lots by emergency vehicles.
- (2) The following note shall be conspicuously displayed on the plat:

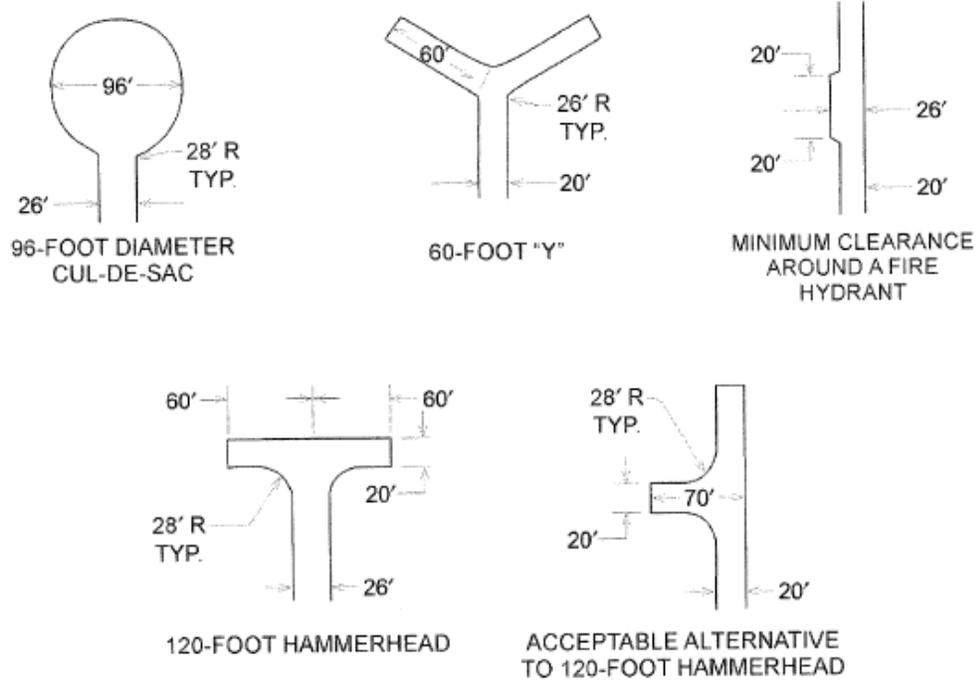
[Owner], by filing this plat of record, and all future owners of property within this subdivision, acknowledge and agree that Palo Pinto County shall have no obligation to repair or accept maintenance of the roads shown herein until and unless [Owner] and/or the [subdivision's] homeowner's association has improved the roadways to the then current standards required by Palo Pinto County and the roads have been accepted for maintenance by formal, written action of the County Commissioners Court and the roadway, with all required right of way, has been dedicated by the owners thereof, and accepted by the County, as public street. [Owner] and all future owners of property within this subdivision shall look solely to the [subdivision's] homeowners association for future maintenance and repair of the roads and streets shown on this Subdivision.

Section 7.10      Permission for Construction of Right of Way

No driveway or utility construction, mail boxes, landscaping, or any other encroachment into the public right-of-way or easements shall be allowed without first obtaining permission from the Road Commissioner.

Section 7.11 Dead End Streets

Dead end fire lanes in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. Dead end fire lanes more than 150 feet in length but less than 750 feet in length shall provide one of the following turn-around configurations. Dead end fire lanes in excess of 750 feet in length shall be submitted to the Fire Marshal for review and approval.



Section 7.12 Fire Apparatus Access Road Gates

Gates securing the fire apparatus access roads shall comply with all of the following criteria:

- (a) The minimum gate width shall be 20 feet (6096 mm).
- (b) Gates shall be of the swinging or sliding type.
- (c) Construction of gates shall be of materials that allow manual operation by one *person*.
- (d) Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

Section 7.13      Building Setbacks

Building setback lines shall be shown on all lots in the subdivision but not less restrictive than the following minimum requirements:

- (a)      There shall be a ten-foot (10') front and rear setback for lots situated on privately maintained streets.
- (b)      There shall be a twenty-five-foot (25') front and rear setback for lots situated on publicly-maintained streets.
- (c)      There shall be a five-foot (5') side yard setback.
- (d)      There shall be a five-foot (5') setback from any existing utility or pipeline easements.

Section 7.14      Dedication to Public

Any dedication to the public shall be accompanied by a dedication on the final plat conveying a perpetual right of way easement in the property to the County for public use. No dedication shall be effective until the final plat is recorded. In no event shall any private lot extend into a dedicated roadway.

## ARTICLE 8. ACCEPTANCE OF ROAD MAINTENANCE

### Section 8.1 Owner's Maintenance Responsibility

- (a) The Owner shall remain responsible for all maintenance and repair of streets and drainage facilities within the subdivision until the Commissioners Court, by formal court action or Minute Order, accepts the obligation to maintain and repair such roads. The Commissioners Court's decision to approve a final plat or dedication of the right-of-way for a road shall not be deemed to constitute acceptance of the road for maintenance.

### Section 8.2 County Acceptance of Roadways

The County shall accept a road or street for maintenance when the following conditions have been satisfied:

- (a) The street has been constructed as Public Permitted Street in accordance with these Regulations, the final plat for the road or street has been recorded and the associated right of way has been dedicated to the public pursuant to these Regulations;
- (b) The Owner, or any person owning property with frontage access onto the street, has submitted a written request to the County Engineer.
- (c) The Palo Pinto County Road Commissioner has performed and approved all required inspections and tests at the completion of each phase of construction of the street, including plasticity index, sub-base and base, test for compacted density, depth of base and distribution of asphalt (it is the responsibility of the developer to coordinate all inspections and laboratory tests with the Palo Pinto County Road Commissioner prior to construction). Any laboratory tests and test holes shall be at the expense of the developer. In no event will any base be placed on the street until the subgrade has been approved in writing by the Road Commissioner.
- (d) The Palo Pinto County Road Commissioner has inspected the street no earlier than 30 days prior to the Commissioners Court's acceptance of the maintenance obligation and has submitted to the Commissioners Court an Inspection Report stating that:
  - (1) the street, in its current condition without repairs, upgrades, or improvements, is in compliance with these Regulations and all other guidelines in effect at the time of the inspection;

- (2) the requirements of Section 10.4 below has been satisfied; and
  - (3) the Palo Pinto County Road Commissioner recommends acceptance of the street by the Commissioners Court.
- (e) One of the following has occurred:
- (1) Sixty percent (60%) of the homes or other permanent structures on lots adjacent to the street have been constructed and actually occupied.
  - (2) Two (2) years has expired from the date that all streets, drainage (including drain pipes), and other public improvements in the subdivision were first completed and inspected by the Road Commissioner.
  - (3) The Owner furnishes to the County a good and sufficient Maintenance Bond, payable to the County Judge and approved by the County, in an amount equal to ten percent (10%) of the construction cost of the improvements, guaranteeing the maintenance of such improvements for a period of two (2) years. The Maintenance Bond shall also require that the bonding company notify the County Judge, in writing, 60 days prior to the expiration date of the bond. The bonds shall be in accordance with Chapter 232 of the Texas Local Government Code.

Section 8.3 Performance Bond

This section applies if the Developer desires to file a Final Plat prior to completion of construction of all County maintained roads and inspection of the Road Commissioner. The owner shall continue to be responsible for all other construction requirements set forth in these regulations. Prior to the construction of said improvements, the Developer, or the authorized agents thereof, shall be required to furnish to the County a good and sufficient Performance Bond or an Irrevocable Letter of Credit guaranteeing the construction of improvements for the subdivision. The bond shall be:

- (a) payable to the County Judge or to the Judge's successor in office;
- (b) in an amount equal to the total value of the improvements to ensure proper construction of improvements for the subdivision, but not to exceed the estimated cost of construction for improvements,
- (c) executed with sureties as may be approved by the Commissioner's Court; and

- (d) conditioned that all street and drainage improvements will be constructed:
  - (1) in accordance with the specifications adopted by the Court; and
  - (2) within a one year period.

Section 8.4      Installation of Utility Lines

All utility lines planned to be constructed under a paved street shall be installed before the street is paved. All utility lines under an existing paved street shall be bored to a point at least four feet (4') beyond the edge of pavement and must be approved in advance by the Road Commissioner, unless approved by the Commissioners Court.

Section 8.5      Temporary Construction Erosion Controls

- (a) All construction of roads or streets, utilities, and home sites shall comply with all State and Federal Rules Regarding erosion and Stormwater Permitting
- (b) The Owner/developer shall obtain all stormwater permits, provide a Stormwater Prevention Plan (SWPPP/SWP3), and post all notices, as required by State and Federal Rules.

Section 8.6      Construction of roads Prior to Final Plat

Upon approval of a preliminary plat, an Owner may apply to the Road Commissioner to commence construction of roads, streets, utilities, and drainage structures within the right of way. This application will be granted upon the Road Commissioner's review and approval of the construction plans and other materials required in Sections 6.3 and 6.4, as applicable. An Owner wishing to construct road, street, or other improvement prior to the recording of the Final Plat shall be required to post a Maintenance Bond upon recording of the Final Plat satisfying the requirements of Section 8.2.

## ARTICLE 9. WATER AND WASTEWATER STANDARDS

### Section 9.1

#### Water Facilities Development – MODEL RULE 364.32

- (a) Public water systems
  - (1) Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility in substantially the form attached in Appendix B, Figure 31 TAC § 364.32(a)(1). The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of water meters and other necessary connection equipment, membership fees, water rights acquisition costs, or other fees associated with connection to the public water system so that service is available to each lot upon completion of construction of the water facilities described on the final plat.
  - (2) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC §§290.38-290.51 and §§290.101-290.120. If groundwater is to be the source of the water supply, the subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for new public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the subdivider shall provide evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.
- (b) Non-public water systems. Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, the subdivider shall have prepared

and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108 and 290.109, either:

- (1) without any treatment to the water; or
  - (2) with treatment by an identified and commercially available water treatment system.
- (c) Transportation of potable water. The conveyance of potable water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable method, except on an emergency basis. Absence of a water system meeting the standards of these rules due to the negligence of the subdivider does not constitute an emergency.

## Section 9.2

### Wastewater Disposal – MODEL RULE 364.33

- (a) Organized sewerage facilities.
- (1) Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the commission in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 317 from the Commission.
  - (2) Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in Appendix B, Figure 31 TAC § 364.32(a)(2), with the retail public utility. The agreement must provide that the retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is available to each lot upon completion of construction of the wastewater facilities described on the

final plat. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter 317.

- (b) On-site sewerage facilities.
  - (1) On-site facilities which serve single family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day must comply with 30 TAC Chapter 285.
  - (2) Proposals for sewerage facilities for the disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317.
  - (3) The Commission or its authorized agent shall review proposals for on-site sewage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular §§285.4, 285.5 and 285.30-285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC §285.3(i), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

Section 9.3 Greywater Systems for Reuse of Wastewater - MODEL RULE 364.34

- (a) Organized or municipal sewerage systems. Any proposal for sewage collection, treatment and disposal which includes greywater reuse shall meet minimum criteria of 30 TAC Chapter 210 promulgated and administered by the commission.
- (b) On-site sewerage facilities. Any proposal for on-site sewage disposal which includes provisions for greywater use shall meet the minimum criteria of 30 TAC Chapter 285.

Section 9.4 Sludge Disposal – MODEL RULE 364.35

The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317.

Section 9.5 Financial Guarantees for Improvements – MODEAL RULE 364.54

- (a) Applicability. If an adequate public or non-public water system or sewerage facility is not available from a retail public utility, or are not constructed by the subdivider, to serve lots intended for residential purposes of five acres or less at the time final plat approval is sought, then the commissioners court shall require the

owner of the subdivided tract to execute an agreement with the county in substantially the form attached in Appendix B, Figure 31 TAC § 364.54(a), secured by a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit which meet the requirements set forth below.

- (b) Bonds. A bond that is submitted in compliance with subsection (a) of this section shall meet the following requirements.
  - (1) The bond or financial guarantee shall be payable to the county judge of the county, in his official capacity, or the judge's successor in office.
  - (2) The bond or financial guarantee shall be in an amount determined by the commissioners court to be adequate to ensure proper construction or installation of the public or non-public water facilities, and wastewater facilities to service the subdivision, including reasonable contingencies, but in no event shall the amount of the bond be less than the total amount needed to serve the subdivision as established by the engineer who certifies the plat.
  - (3) The bond shall be executed with sureties as may be approved by the commissioners court. The county shall establish criteria for acceptability of the surety companies issuing bonds that include but are not limited to:
    - (A) registration with the Secretary of State and be authorized to do business in Texas;
    - (B) authorization to issue bonds in the amount required by the commissioners court; and
    - (C) rating of at least B from Best's Key Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bonds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.
  - (4) The bond shall be conditioned upon construction or installation of water and wastewater facilities meeting the criteria established by Division 2 of this subchapter and

upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners court.

- (c) Letter of credit. A letter of credit that is submitted in compliance with subsection (a) of this section shall meet the following requirements.
  - (1) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$10,000 and less than \$250,000 must be from financial institutions which meet the following qualifications.
    - (A) Bank qualifications:
      - i. must be federally insured;
      - ii. Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets; and
      - iii. total assets must be at least \$25 million.
    - (B) Savings and loan association qualifications:
      - i. must be federally insured;
      - ii. tangible capital must be at least 1.5% of total assets and total assets must be greater than \$25 million or tangible capital must be at least 3.0% of total assets if total assets are less than \$25 million; and
      - iii. Sheshunoff rating must be 30 or better.
    - (C) Other financial institutions qualifications:
      - i. the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and
      - ii. the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.
  - (2) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$250,000 must be from

financial institutions which meet the following qualifications.

(A) Bank qualifications:

- i. must be federally insured;
- ii. Sheshunoff rating must be thirty or better and primary capital must be at least 7.0% of total assets; and
- iii. total assets must be at least \$75 million.

(B) Savings and loan association qualifications:

- i. must be federally insured;
- ii. tangible capital must be at least 3.0% of total assets and total assets must be greater than \$75 million, or tangible capital must be at least 5.0% of total assets if total assets are less than \$75 million; and
- iii. Sheshunoff rating must be 30 or better.

(C) Other financial institutions qualifications:

- i. the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and
- ii. the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.

(3) The letter of credit shall list as sole beneficiary the county judge of the county, in his official capacity, or the judge's successor in office, and must be approved by the county judge of the county. The form of the letter of credit shall be modeled after the form attached in Appendix B, Figure 31 TAC § 364.54(c)(3).

(4) The letter of credit shall be conditioned upon installation or construction of water and wastewater facilities meeting the criteria established under Division 2 of this subchapter and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the

subdivision, or within any extension of time granted by the commissioners court.

- (d) Financial guarantee. The county will determine the amount of the bond, letter of credit, or cash deposit required to ensure proper construction of adequate water and wastewater facilities in the subdivision.
- (e) Alternative to county accepting a financial guarantee. The county may approve a final plat under this section without receiving a financial guarantee in the name of the county if:
  - (1) the property being subdivided lies wholly within the jurisdiction of the county;
  - (2) the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and
  - (3) the municipality has executed an interlocal agreement with the county that imposes the obligation on the municipality to:
    - (A) accept the bonds, letters of credit, or other financial guarantees, that meet the requirements of this section;
    - (B) execute the construction agreement with the subdivider; and
    - (C) assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

Section 9.6

Review and Approval of Final Plats – MODEL RULE 364.55

- (a) Scope of review. The county will review the final plat to determine whether it meets the standards of this Article.
- (b) Disapproval authority. The commissioners court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these rules.
- (c) Prerequisites to approval. Final plat approval shall not be granted unless the subdivider has accomplished the following:
  - (1) dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail

public utility responsible for operation and maintenance of the facilities; and

- (2) provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from the commission of the plans and specifications for such construction, including any change orders filed with these agencies; or
- (3) obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial agreement with the county secured by a bond or other alternative financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bond or financial guarantee meeting the criteria established in Division 3 of this subchapter.

Section 9.7

Time Extensions for Providing Facilities – MODEL RULE 364.56

- (a) Reasonableness. The commissioners court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the required water and sewer service facilities must be fully operable if:
  - (1) any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that comply with §364.54 are submitted which will be effective for the period of the extension; and
  - (2) the court finds the extension is reasonable and not contrary to the public interest.
- (b) Timeliness. If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.
- (c) Unreasonableness. An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the standards of Division 2 of this subchapter.

Section 9.8

Subdivisions Prior to September 1, 1989 – MODEL RULE 364.57

- (a) Authority and scope. This section shall apply only to tracts of land that were divided into two or more parts to lay out a subdivision before September 1, 1989 and have not been platted or recorded. This section is in addition to the authority of the county to grant a delay or variance pursuant to Local Government Code §232.043 or a rule of the county adopted pursuant to such provision.
- (b) Purpose. It is the purpose of this section to promote the public health of the county residents, to ensure that adequate water and sewerage facilities are provided in subdivisions within the jurisdiction of this county, and to establish the minimum standards for pre-1989 subdivisions for which no plat has been filed or recorded in the records of the county.
- (c) Required plat. In the event that the owner of tract of land located outside the limits of a municipality who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 1, 1989, including an addition, or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plat of the subdivision prepared, approved by the commissioners court, and filed, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the commissioners court as provided in this section in lieu of the filing of a plat of the subdivision.
- (d) Special criteria. The commissioners court may approve the plat of a residential lot which does not comply with the provisions of §§364.15(b) of this title (sale restrictions), 364.36 of this title (Setbacks), 364.37 of this title (Number of Dwellings per Lot), 364.52 of this title (Final Engineering Report), and 364.54 of this title (Financial Guarantees for Improvements) as applied to an individual subdivided lot if such approval is in harmony with the general purpose and intent of these rules so that the public health, safety, and welfare may be secured and substantial justice done.
  - (1) Owners of individual lots in a single unplatted subdivision may file a joint request for approval of their respective individual residential lots.
  - (2) An application for approval of the plat of an individual lot shall be made in writing. The application shall state specifically the chapter, section, or subsection with which the plat does not comply and from which a waiver is being

requested. The application shall contain available information and documentation which supports the requested approval. The Applicant shall also provide such additional documentation as the commissioners court may request to support the application, including:

- (A) a copy of a dated plat, sales contract, utility records, or other acceptable documentation that the subdivision occurred prior to September 1, 1989;
  - (B) the name and address of the original subdivider or the subdivider's authorized agent, if known;
  - (C) a survey and plat of the lot for which approval is requested, showing existing residences, roads, and utilities; and
  - (D) a deed, an affidavit of ownership or other evidence of ownership of the lot for which approval is requested.
- (3) Approval of plats of individual lots shall be granted subject to the limitations of state law, and based on written findings by the commissioners court that:
- (A) the lot for which approval is requested is within a tract that was subdivided prior to September 1, 1989, and is not owned by the original subdivider;
  - (B) a plat was required for the subdivision, but has not been filed with the county by the subdivider legally obligated to file it;
  - (C) an existing, currently occupied residential dwelling is located on the lot;
  - (D) existing water and sewer services which comply with the minimum standards set forth herein are available to the lot; and
  - (E) the request is reasonable, compliance with specified sections of these rules is impractical, and a waiver is not contrary to the public health and safety.
- (e) Final determination. The commissioners court shall make the final decision on an application for a waiver, following review and recommendation by the county planning commission or department, if any. The Applicant may withdraw a request for a

waiver at any point in the process. If the requested waiver application is approved by the commissioners court, the county shall issue a certificate stating that a plat of the residential lot has been reviewed and approved.

Section 9.9      Oversight – MODEL RULE 364.71

The owner, by submitting a plat, acknowledges the authority of the county and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules.

Section 9.10     General Enforcement Authority – MODEL RULE 364.72

The provisions of this article are enforceable pursuant to the specific provisions hereof related to enforcement and state law including Water Code, Chapter 7 and §§16.352, 16.353, 16.3535, 16.354, and 16.3545, and Local Government Code, §232.037 and §232.080.

**ARTICLE 10. DRAINAGE AND FLOOD CONTROL**

Section 10.1 Stormwater Runoff Into County Drainage Facilities

- (a) Stormwater runoff from any Development may not be released into any County drainage ditch, swale, easement, culvert, or other facility or any such drainage facility associated with an existing road, whether public or private, at a rate greater than when the property was in its undeveloped condition.
- (b) The County Engineer may require the submission of additional materials at the time of the Preliminary or Final Plat application to assure the proposed subdivision will be in compliance with this Section.
- (c) Incentive for Lots Larger than Five Acres - If all lots in a subdivision are larger than five acres and restricted by plat note limiting future development to one single family resident per Lot, then such subdivision shall be deemed to be in compliance with Section 10.1 and no additional materials need be submitted to demonstrate compliance to the County Engineer.

Section 10.2 Size Of Drainage Facilities

- (a) All drainage facilities for residential subdivisions including ditches, drainage pipes, street curbs, gutter inlets, driveway or road culverts, and storm sewers shall be designed to intercept and transport runoff from the following frequency storm, based upon the classification of permitted street affected by the drainage structure, as set in the following table:

<u>Classification of street Affected by the drainage structure</u>	<u>Storm Frequency</u>
Country Lane	5 year
Local Street	10 year
Minor Collector	15 year
Major Collector	25 year
Minor Arterial	25 year
Major Arterial	25 year

- (b) Incentive for Lots Larger than Five Acres – Notwithstanding the preceding requirements, all drainage structures affecting Local Streets and Minor Collectors may be designed based on a five-year storm frequency if all lots in the subdivision are restricted by plat note limiting future development to one single family resident per Lot, and the design of such drainage structures is approved by the County Engineer.
- (c) For all drainage facilities serving lots not intended for use as residential development, drainage and drainage facilities shall be designed by a Registered Professional Engineer according to 25-year storm event calculations.

Section 10.3 Conveyance Of 100-Year Storm Frequency Flows

In addition to 10.2 above, the drainage system shall be designed to convey all channelized or concentrated flows from a 100 year frequency storm within defined right-of-way drainage easements, which shall not be narrower than twenty feet (20') in width.

Section 10.4 Acceptance Of Road Maintenance

No streets will be accepted for maintenance by the County until all drainage structures, including drain pipes for all driveways constructed as of the acceptance date, have been installed by the Owner or occupants of the lots and inspected and approved by the Road Commissioner.

Section 10.5 Maximum Headwater Elevation for Drainage Crossings

- (a) All roads, culverts underneath roads, and bridges shall be designed so that stormwater runoff crossing such road or bridge shall not produce a headwater elevation at the roadway greater than six inches (6") above the roadway crown elevation, based upon the frequency storm event and classification of permitted street affected by the drainage structure as set forth in the table below:

<u>Classification of street Affected by the drainage structure</u>	<u>Storm Frequency</u>
Country Lane	25 year
Local Street	25 year
Minor Collector	25 year
Major Collector	100 year

Minor Arterial	100 year
Major Arterial	100 year

- (b) Incentive for lots greater than five acres - Notwithstanding the preceding requirements, all Country Lanes, Local Streets, or Minor Collectors, except for bridges, and culverts underneath such roads, may be designed based on a ten-year storm frequency if all lots in the subdivision are restricted by plat note limiting future development to one single family resident per Lot and the design of such drainage structures is approved by the County Engineer.
- (c) All roads and streets shall be designed and constructed to withstand the impact of water being impounded adjacent to and flowing over the road or street.
- (d) This section does not apply to driveway culverts.

Section 10.6 Drainage Design Methodology

- (a) Computations by a registered professional engineer to support all designs shall be submitted to the County Engineer for review.
- (b) The methodologies shall be based upon commonly accepted engineering practices.
- (c) All computations of flood plans, culverts, channels, etc. shall be based on fully developed upstream conditions.
- (d) A drainage area of 64 acres or greater is required within a contributing watershed to create a “flood plain.” For areas of flow with less than 64 acres of contributing area, no flood plain shall be defined; however, any concentrated flow necessitates the dedication of a drainage easement.

Section 10.7 Easements

- (a) All flood plains and concentrated flows for the 100 year storm frequency shall be contained within a dedicated drainage easement or right-of-way.
- (b) Development will be allowed within the flood plain or within a drainage easement only on a case by case basis, and in any event structures constructed within the flood plain must be above the base floor elevation. No development will be permitted in the floodway.

Section 10.8 Certification

All drainage studies and/or plans including those which are part of a standard construction plan submittal shall be sealed and signed by an engineer proficient in civil engineering and registered in the State of Texas. All drainage submittals shall include the following certifying statement by the "Engineer of Record".

I \_\_\_\_\_ a Professional Engineer licensed in the State of Texas have prepared this drainage study and/or plan in compliance with the latest published requirements and criteria of Palo Pinto County and have verified that the topographic information used in this study and/or plan is in compliance with said requirements and is otherwise suitable for developing this workable plan of drainage which can be implemented through proper subsequent detailed construction planning.

Signature P.E., (Seal)

Section 10.9 Disclaimer of Liability

The degree of flood protection required by this policy is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This policy does not imply that land outside the areas of street rights-of-way, drainage or flood plain easements will be free from flooding or flood damages. This policy shall not create liability on the part of Palo Pinto County, Texas or any official or employee thereof for any flood damages that result from reliance on this policy or any administrative decision lawfully made thereunder.

**APPENDIX "A"**  
**FEE SCHEDULE**  
**EFFECTIVE 07/01/2022**

1. Preliminary Plat Application for New Subdivision or Phase Containing 10 or more lots
  - a. Subdivision Subject to Model Subdivision Ordinance .....\$1,000.00
  - b. Subdivision Exempted from Model Subdivision Ordinance .....\$600.00
  
2. Final Plat Submission Fee for any New Subdivision or Phase
  - a. Subdivision Subject to Model Subdivision Ordinance .....\$1,000.00
  - b. Subdivision Exempted from Model Subdivision Ordinance .....\$600.00
  
3. Additional Fees for Subdivisions with Proposed County Maintained Roads
  - a. Subdivision with 25 lots or less and New County Roads .....\$6,000.00
  - b. Subdivision with 26 or more lots and New County Roads  
..... \$6,000.00 + \$125.00/per lot in excess of 25
  
4. Plat Amendment or Replat Requiring Public Hearing Only.....\$600.00
  
5. Plat Amendment or Replat Requiring Public Hearing and mailed notices.....  
..... \$600.00 + \$15.00/per notice
  
6. Plat Amendment or Replat Requiring Public Hearing, Newspaper Advertisement and Mailed notices... \$750.00 + Actual Cost of Newspaper Advertisement + \$15.00/per notice
  
7. Plat Amendment Requiring no Public Hearing, Advertisement or Notices .....\$250.00
  
8. Vacation or Cancellation of Plat with 10 or more lots.....\$350.00
  
9. Vacation or Cancellation of Plat with 9 or fewer lots.....\$250.00
  
10. Road Closure/Vacation Application .....\$500.00
  
11. Necessary Filing and Recording Fees shall be set by the County Clerk's Office and are not included in the above fees.
  
12. Necessary Ad Valorem Tax Certificate fees shall be set by the County Tax Assessor Collector and/or the Central Appraisal District and are not included in the above fees.
  
13. All fees are to be submitted to the County prior to the County's review, or consideration of the request.
  
14. All fees received for plats, plat amendments, vacations, cancellations, and road closures are non-refundable.

**APPENDIX B – Model Rules Sample Forms**

Figure: 31 TAC §364.32(a)(1)

**APPENDIX 1A. SAMPLE FORM FOR WATER SERVICE AGREEMENT**

**AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED  
\_\_\_\_\_ SUBDIVISION**

**PARTIES:** This Agreement is by and between the Utility and the Subdivider, to wit:  
The Utility is the governing board or owner of a retail public utility which supplies of drinking water known as \_\_\_\_\_.

The Subdivider is \_\_\_\_\_,  
who is the owner, or the authorized agent of the owner, of a tract of land in \_\_\_\_\_ County,  
Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as  
\_\_\_\_\_.

**TERMS:** This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to \_\_\_\_\_ County for its approval. The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's public water system. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions (the anticipated water flow) to be approximately \_\_\_\_\_ gallons daily.

The Utility covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's water distribution system has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system will be constructed as shown in the Plans and as provided for through the plat-approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The Subdivider has paid the Utility the sum of \$ \_\_\_\_\_ which sum represents the total costs of water meters, water rights acquisition fees, and all membership or other fees associated with connecting the individual lots in the Subdivision to the Utility's water supply system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by \_\_\_\_\_ County or by a municipality whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on \_\_\_\_\_, 20\_\_\_\_.

The Utility

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Office or Position:\_\_\_\_\_

Date:\_\_\_\_\_

The Subdivider

By:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Office or Position:\_\_\_\_\_

Date:\_\_\_\_\_

Figure: 31 TAC §364.33(a)(2)

APPENDIX 1B. SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT

AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED  
\_\_\_\_\_ SUBDIVISION

PARTIES: This Agreement is by and between the Utility and the Subdivider, to wit:  
The Utility is the governing board or owner of a retail public utility which provides wastewater treatment and is known as \_\_\_\_\_.

The Subdivider is \_\_\_\_\_,  
who is the owner, or the authorized agent of the owner, of a tract of land in \_\_\_\_\_  
County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known  
as \_\_\_\_\_.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to \_\_\_\_\_ County for its approval. The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the wastewater flow projected from the Subdivision under fully built-out conditions (the projected wastewater flow) to be approximately \_\_\_\_\_ gallons daily.

The Utility covenants that it has or will have the capacity to treat the projected wastewater flow, and that it will treat that wastewater flow for at least thirty years. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's wastewater collection system has been connected to the Utility's wastewater treatment plant.

The Subdivider covenants that the wastewater collection system will be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the wastewater collection system.

Insert the following paragraph if the Utility imposes any fees for connection of individual lots to the Utility's wastewater collection and treatment system:  
The Subdivider has paid the Utility the sum of \$ \_\_\_\_\_ which sum represents the total costs of tap fees, capital recovery charges, and other fees associated with connecting the individual lots in the Subdivision to the Utility's wastewater collection and treatment system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by \_\_\_\_\_ County or by a municipality whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on \_\_\_\_\_, 20\_\_.

The Utility

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

The Subdivider

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Figure: 31 TAC §364.54(a)

## APPENDIX 2A: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the County and the Subdivider. The County is \_\_\_\_\_ County, Texas, acting by and through its Commissioners Court, or authorized representative as designated by the Commissioners Court. The Subdivider is \_\_\_\_\_, who is the owner, or the authorized agent of owner, of a tract of land located within the geographic area and jurisdiction of the County.

2. Effective Date. This Agreement is effective on the date the County approves the final plat for the subdivision described in Paragraph 3 of this agreement (the Effective Date).

### Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the \_\_\_\_\_ subdivision, as shown in County's File Number (the Subdivision) and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the Property); and

4. Subdivider seeks authorization from the County to subdivide the Property in accordance with the requirements imposed by Texas statute and the County's ordinances, regulations, and other requirements; and

5. County ordinances require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and

6. The purpose of this Agreement is to protect the County from the expense of completing subdivision improvements required to be installed by the Subdivider; and

7. This agreement is authorized by and consistent with state law and the County's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

### Subdivider's Obligations

8. Improvements. The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with County orders, ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any one of which is an Improvement). All Improvements shall be constructed in conformity to the County's requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the County prior to commencement of construction, and subject to inspection, certification, and acceptance by the County.

9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date (the Completion Date); provided, however, that if the Subdivider or the Issuer delivers to the County no later than the Completion Date a substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent substitute Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the County a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

10. Warranty. The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the County accepts the dedication of a completed Improvement or group of Improvements (the Warranty Period), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdivider's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the County's acceptance of dedication of any of the Improvements, the County may require the Subdivider to post a maintenance bond or other financial security acceptable to the County to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, at the written request of the Subdivider or the Issuer the County shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the County.

11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the County, a cash deposit to be held by the County in escrow, or an irrevocable letter of credit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the Stated Amount), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the County, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the County's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the Issuer). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the County may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this agreement. A letter of credit satisfying the criteria of this Paragraph (and any substitute or confirming letter of credit) is referenced to in this agreement as the "Letter of Credit."

12. Reduction In Letter of Credit. After the acceptance of any Improvement, the amount which the County is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this agreement or the Letter of Credit, the County shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the County shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the County determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the County estimates to be the cost of completing all Improvements which are incomplete as of the time of such estimate.

#### County's Obligations

13. Inspection and Certificate. The County agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard County policies and requirements. The Subdivider grants the County, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.

14. Notice of Defect. The County will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and if the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the County may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. Use of Proceeds. The County will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the County's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the County pursuant to one or more draws under the Letter of Credit shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are disbursed by the County. The County may disburse all or portions of the Escrowed Funds as Improvements are completed and accepted by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of Improvements. Escrowed Funds not used or held by the County for the purpose

of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the County to the Issuer of the Letter of Credit no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the County shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the County intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the County shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

17. Cost Participation by County. If the County and Subdivider agree the County will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.

18. Conditions of Draw on Security The County may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:

- (a) Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
- (b) Subdivider's failure to renew or replace the Letter of Credit at least forty-five (45) days prior to the expiration date of the Letter of Credit;
- (c) Subdivider's failure to replace or confirm the Letter of Credit if the Issuer fails to maintain the minimum rating acceptable to the County, in accordance with Paragraph 11 of this Agreement;

or

- (d) Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The County shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the County shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the County intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit, unless, in the reasonable opinion of the County, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Letter of Credit. In the event of a draw based on subparagraph (a), the County shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct

or complete in accordance with the standards and specifications for such improvement. The subdivider hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraphs (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraphs (b) or (c), the Issuer or the Subdivider may deliver to the County a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the County a substitute or confirming Letter of Credit.

19. Procedures for Drawing on the Letter of Credit. The County may draw upon the Letter of Credit in accordance with Paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Letter of Credit governing such draft. The Letter of Credit must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Letter of Credit. The County may not draft under a Letter of Credit unless it has substantially complied with all its obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with the terms of the Letter of Credit.

20. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the County's requirements, procedures, and specifications. For Improvements upon which construction has not begun, the estimated cost of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the Subdivider's liability.

21. Remedies. The remedies available to the County, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

22. Provisions for the Benefit of Issuer. The provisions of Paragraphs 9, 10, 11, 12, 15, 16, 18, 19, 21, 22, 23, 25, 26, 27, 28, 29, 30, 32, and 36 of this Agreement for the benefit of the Issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

23. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the County (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Letter of Credit and held in escrow by the County in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.

24. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the County. Notwithstanding anything to the contrary contained in this agreement, the Subdivider does not agree to indemnify and hold the County harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the County, its agents, contractors, employees, tenants, or licensees.

25. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the County, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

26. Attorney's Fees. Should either party or the Issuer, to the extent Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

27. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the County. The County's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The County agrees to release or reduce, as appropriate, the Letter of Credit provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The County, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

28. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

29. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider:

Attn: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Office or Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

if to County:

Attn: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Office or Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

if to the Issuer: at Issuer's address shown on the Letter of Credit.

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

30. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

31. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for \_\_\_\_\_ County, Texas, or the United States District Court for the \_\_\_\_\_ District of Texas, \_\_\_\_\_ Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Letter of Credit pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

32. Release Upon Completion. Upon acceptance of all Improvements, the County agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the County for the completion of the Improvements.

33. Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this agreement are for convenience only and shall not be considered in construing this agreement.

34. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

35. Authorization to Complete Blanks. By signing and delivering this agreement to the appropriate official of the County, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.

36. Binding Agreement. The execution and delivery of this agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the County. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Letter of Credit.

EXECUTED by the parties to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County Official

\_\_\_\_\_  
Subdivider

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and County agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the Subdivision Improvements). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the County in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
-------------------------------	------------------------------

a)

b)

c)

Figure: 31 TAC §364.54(c)(3)

APPENDIX 2B. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM

IRREVOCABLE LETTER OF CREDIT NO.

TO: \_\_\_\_\_, Texas

DATE: \_\_\_\_\_, 20\_\_

We hereby authorize you to draw at sight on [NAME AND LOCATION OF BANK], for the account of [NAME OF CUSTOMER] (the Customer), up to the aggregate amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

AA Condition of Draw exists under Subdivision Construction Agreement dated\_\_\_\_\_, 20\_\_\_, by and between Subdivider and the County of \_\_\_\_\_ (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement.

Drafts must be drawn and presented by or on [EXPIRATION DATE] by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Address of Issuer:

Signature of Issuer's Authorized Officer

Printed Name:

Title:

PALO PINTO COUNTY  
Subdivision Regulations

APPROVED this the 26 day of September, 2024.

David Nicklas  
David Nicklas, County Judge

Curtis Henderson  
Curtis Henderson, Commissioner Pct. 1

Louis Ragle  
Louis Ragle, Commissioner Pct. 2

Mike Pierce  
Mike Pierce, Commissioner Pct. 3

Jeff Fryer  
Jeff Fryer, Commissioner Pct. 4

Attest:

Janette K. Green  
Janette K. Green, County Clerk

