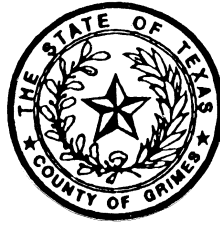


# Grimes County, Texas



## Subdivision Rules and Regulations



### Chapter 232 Texas Local Government Code

Approved July 26, 2011  
Revised June 10, 2014, April 28, 2015, May 10, 2016, March 28, 2018, and  
July 8, 2020

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<sup>1</sup> Revised on June 10, 2014. See Addendum #1.



# Grimes County

## ORDER OF ADOPTION

*Rules, regulations and requirements relating to the approval and acceptance  
of improvements in subdivisions or re-subdivisions*

### STATE OF TEXAS COUNTY OF GRIMES

On this the 26th day of July, 2011, at a regular meeting of the Commissioners' Court, sitting as the governing body of Grimes County, Texas, came on to be considered the necessity of adopting rules, regulations and requirements providing for the supervision of the development of new subdivisions or re-subdivisions in Grimes County, Texas, outside the legal limits of any incorporated city or town in Grimes County in accordance with Chapters 232 and 233 of the Texas Local Government Code, Chapter 12 of the Texas Property Code, Chapter 16 of the Texas Water Code and Title 31, Chapter 364 of the Texas Administrative Code.

Publication of the Commissioners' Court's intention to adopt such rules was had in a newspaper of general circulation in the County on May 25, 2011, June 8, 2011, and June 22, 2011. A public hearing was held on July 12, 2011 regarding such proposed rules which include proposed rules regarding Manufactured Home Rental Communities pursuant to Texas Local Government Code §232.007, proposed rules regarding building and set back lines pursuant to Texas Local Government Code §232.104 and §233.032, and proposed rules regarding lot frontages pursuant to Texas Local Government Code §232.103.

Upon due consideration, the Court was of the opinion that there exists a necessity for establishing/revising such rules, regulations and requirements and that the health, safety, morals and general welfare of the County and the safe, orderly, and healthful development of the unincorporated area of Grimes County will be promoted by the adoption hereof. These rules, regulations and requirements shall supersede all existing rules, regulations or requirements heretofore passed by the Commissioners' Court.

Now, therefore, by and under the authority vested in the Commissioners' Court, upon the motion of Commissioner Finke seconded by Commissioner Krueger duly put and carried, it is ordered, adjudged and decreed that the following rules, regulations and requirements relating to the subdivisions or re-subdivisions in Grimes County are hereby adopted as conditions precedent to the approval, by the Commissioners' Court, of subdivisions and re-subdivisions for recording and shall be in full force and effect from the date of adoption hereof:

1. Whenever the Court in its judgment deems it to be in the best interest of the public to change any part of these rules and regulations, the Commissioners' Court may amend the regulations at any time, upon proper publication of notice of adopting the amendment.
2. These rules, regulations and requirements will be binding on all subdivisions or re-subdivisions in Grimes County created on or after the date hereof. Said rules, regulations and requirements must be complied with before approval of any plat or acceptance of any streets, roads, storm sewers, drainage ditches and drainage easements of a subdivision or re-subdivision.
3. The roads and/or streets that have not been taken into the County Road Network for maintenance by the County in previously approved subdivisions shall be considered on individual merits. This policy shall not apply to any roads now being maintained by Grimes County, Texas.
4. Plats of each proposed subdivision or re-subdivision must be submitted to the Commissioners' Court of Grimes County in accordance with applicable statutory provisions and these rules. All plans and plats shall be drawn to conform to the requirements set forth herein.

5. In all relevant subdivisions, a final plat must be submitted and approved by the Commissioners' Court of Grimes County prior to recording such with the County Clerk and prior to the sale of any lots thereof.

6. It shall be the duty of the developer to see that layout and construction, subject to inspection by the County or the County's Representative thereof, follow the approved plans as presented with the final subdivision plat.

7. Access to all subdivisions shall be from an adequately County-maintained road or street; or a state or federally maintained road or street.

8. All roads providing principal access to and within subdivisions shall be public roads subject to the rules and regulations provided herein.

### **EFFECTIVE DATE**

Whereas an emergency is apparent for the immediate preservation of good order, good government and the general public safety and welfare, these regulations shall become effective and applicable immediately upon its passage and it is accordingly so ordained.

### **SEPARABILITY**

It is hereby declared to be the intention of the County Commissioners' Court that the several provisions of these regulations are separable, in accordance with the following:

1. If any sentence, phrase, section, paragraph, article or any part of these rules, regulations and requirements is declared invalid, unenforceable or unconstitutional for any cause or reason, such invalidity, unenforceable or unconstitutionality shall not be held to affect, invalidate or impair the validity, force or effect of any other sentence, phrase, section, paragraph, article or any other part of these rules, regulations and requirements.

2. If any court of competent jurisdiction shall judge invalid the application of any provisions of these regulations to a particular property, such judgment shall not affect the application of said provisions to any other property not specifically included in said judgment.

Approved by the Commissioners' Court of Grimes County, Texas, this 26<sup>th</sup> day of July, 2011.

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Betty Shiflett  
**County Judge**

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John Bertling  
**Commissioner, Pct. 1**

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Randy Krueger  
**Commissioner, Pct. 2**

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Julian Melchor, Jr.  
**Commissioner, Pct. 3**

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Pam Finke  
**Commissioner, Pct. 4**

## I. APPLICABILITY

These rules shall apply to all subdivisions of land 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 the purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.<sup>2</sup>

Pursuant to Texas Local Government Code §§223.0013 and 242.001 and other applicable statutory provisions, these rules shall apply to the unincorporated areas of Grimes County, Texas except in the case of a municipality's Extra-Territorial Jurisdiction ("ETJ" herein) as determined by Texas Local Government Code §42.021, when the municipality and the County have agreed that the municipal rules regarding subdivisions will control. The Model Rules adopted herein and set forth in Appendix B attached hereto apply to the unincorporated area of the County regardless of any agreement with a municipality regarding application of the remaining rules set forth herein.

Grimes County has entered into an agreement, pursuant to Texas Local Government Code §242.001, to allow the City of Navasota to regulate subdivision developments within the ETJ of the City of Navasota.

All developers are to make the appropriate contact to the correct municipality to determine if the proposed development lies within any ETJ. It is the duty of the developer to determine whether these rules and/or those of a municipality apply to any particular subdivision.

## II. GENERAL RULES REGARDING LOT-SIZE THRESHOLDS

A. Minimum lot sizes are addressed on pages 34-35 hereof.

B. If a division will create two or more tracts of five (5) acres or less for residential purposes, the Model Subdivision Rules found in Appendix B hereof and the general subdivision rules regarding roads and drainage as set forth herein will likely both apply. In other words,

**TWO OR MORE TRACTS  $\leq$  5 ACRES = MODEL RULES AND GENERAL SUBDIVISION RULES APPLY.**

However, if there will be a division into only two tracts and only one tract or neither tract is five (5) acres or less, then neither set of rules will apply. This exception to platting will only apply if the tract to be divided is not the result of a division that occurred within the preceding twelve (12) months.

**TWO TRACTS ONLY WITH AT LEAST ONE > 5 ACRES = NO RULES APPLY.<sup>3</sup>**

C. If a division of land will create more than two tracts which are each greater than five (5) acres and part of the land being divided will be laid out for streets, alleys, squares, parks, or other parts of the tract are intended to be dedicated to public use or for the use of the purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, then the general subdivision rules regarding roads and drainage as set forth herein will likely apply. In other words,

**MORE THAN TWO TRACTS > 5 ACRES AND LAYING OUT OF ACCESS, ETC. = GENERAL SUBDIVISION RULES APPLY.<sup>4</sup>**

D. If a division of land will create more than two tracts which are each more than five (5) acres in size and no part of the land divided will be laid out for streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of the purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, then neither the Model Subdivision Rules nor the general subdivision rules regarding roads and drainage as forth herein will likely apply. (\*Note: access to such tracts from existing public roads is subject to driveway-permit regulations.) In other words,

**MORE THAN TWO TRACTS > 5 ACRES AND NO LAYING OUT OF ACCESS, ETC. = NO SUBDIVISION RULES APPLY.<sup>5</sup>**

## III. ADDITIONAL REGULATIONS

All subdivisions must comply with any and all requirements as specified by the Texas Commission on Environmental Quality ("TCEQ" herein) and the Bluebonnet Groundwater Conservation District ("BGCD" herein).

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<sup>2</sup> Revised on June 10, 2014. See Addendum #1.

<sup>3</sup> Revised on June 10, 2014. See Addendum #1.

<sup>4</sup> Revised on June 10, 2014. See Addendum #1.

<sup>5</sup> Revised on June 10, 2014. See Addendum #1.

## **IV. DEFINITIONS**

*For the purpose of these regulations, the following terms, phrases, words and their derivations shall have the meaning given in this article. When not consistent with the context, words used in the present tense include the future, words used in the singular number include the plural number, and words used in the plural number include the singular number. Definitions not expressly prescribed herein are to be determined according to customary usage in planning and engineering practices.*

**ACCEPTABLE OUTFALL** - Tidewater or that point as determined by the developer's Engineer and approved by the County where storm water can be released to a channel without causing erosion or resulting sedimentation to the receiving channel or its flood plain. Where necessary, the outlet shall include structural and vegetative measures to assure non-erosive velocities.

**ALLEY** - An 'alley' is a minor public right-of-way which provides a secondary means of vehicular access to abutting property and which is used primarily for vehicular traffic to the rear or side of properties which otherwise abut on a 'public street' as that term is defined herein.

**BENCHMARK** - Permanent marker with elevation established on U.S.C. & G.S. Data Plane or other governmental agency, acceptable to the Commissioners' Court of Grimes County, Texas.

**BUILDING SETBACK LINE** - A building setback line is a line on a plat generally parallel to any property line and the street right-of-way, indicating the limit beyond which buildings or structures may be erected and the area between the property lines and the building setback line within which no structure may be permitted.

**CLUSTER DEVELOPMENT** - A method of development for land that permits variation in lot sizes without a significant increase in the overall density. Due consideration shall be given to open space provided within the plat boundary and in other portions of the total development. Each lot in a cluster sequence should be considered in relation to the entire group of which it is a part. This allows subdivisions with varying lot sizes so as to provide homebuyers a choice of lot sizes according to their needs, and preserves open space, tree cover, scenic vistas, natural drainage ways and outstanding topography. Such measures prevent soil erosion by permitting development according to the nature of the terrain, which provides for larger open areas with greater utility for rest and recreation, and encourages the development of more attractive and economic site design.

**COLLECTOR STREET** - Public street that provide for expeditious movement of vehicular traffic within a neighborhood collecting traffic from minor streets and connecting to a major street.

**COMMISSIONERS' COURT** - The words "Commissioners' Court" shall refer to the County Commissioners' Court of Grimes County, Texas.

**COMPENSATING OPEN SPACE** - Those areas designated on a plat which are restricted from development, except for landscaping and recreational uses and which all owners of residential properties within the plat have a legal common interest or which is retained in private ownership and restricted from development, except for landscaping and recreational uses for the exclusive use of all owners of residential property within the plat. The terms compensating open space and common open space may be used interchangeably and can be considered the same.

**CONSOLIDATION** - The combining of two or more lots in a recorded subdivision into one larger lot, which will change the previously recorded lot dimensions.

**COUNTY** - The word County shall refer to the County of Grimes.

**COUNTY'S REPRESENTATIVE** - Any employee or agent of the County acting within the authority of the Commissioners' Court regarding these rules. Any person seeking the identity of the County's Representative should contact the Road and Bridge Department.

**COUNTY ROAD/STREET** - "County Street" is defined as a public street or public road, which has been accepted by the County for maintenance purposes or is a street or road that was constructed and is maintained by the County.

**CUL-DE-SAC** - A short public road/street having but one (1) opening or access to another public road/street and is terminated by a permanent vehicular turn-around.

**DEAD-END** - That portion of a public road/street, that initially has only one (1) opening or access to another public road/street and which may be extended at a later date.

**DEVELOPER OR SUBDIVIDER** - These terms are synonymous and are used interchangeably and shall include any person, partnership, firm association, corporation (combination thereof) or any officer, agent, employee, servant or trustee thereof, who performs or participates in the performing of any act toward the subdivision of land within the intent, scope and purview of these regulations.

**DEVELOPMENT** – Construction of habitable buildings and improvements (utilities/facilities).<sup>6</sup>

**DETENTION POND** - A detention pond is a reservoir which functions to reduce the peak flow of the stream or streams downstream from the reservoir by temporarily storing the runoff within the reservoir by means of a limited outflow structure.

**EASEMENT** - An easement is the area for a right granted thereon for the purpose of limited private, public or semi-public use across, over, or under private property for a specified purpose or purposes.

**FLOOD HAZARD BOUNDARY MAP** - The maps or plats prepared by the U. S. Department of Housing and Urban Development, Federal Insurance Administration, effective date April 3, 2012 for Grimes County, Texas (Community No. 481173) which identifies Special Flood Hazard Areas, or latest version thereof.

**FLOOD INSURANCE RATE MAP** - The maps or plats previously and more commonly known as flood hazard boundary maps which identifies Special Flood Hazard Areas, or latest version thereof, to comply with FEMA update dated April 3, 2012.

**GCED** - Grimes County Environmental Department.

**GENERAL OVERALL PLAN** - A map or plat designed to illustrate the general design features and street layout of a proposed subdivision proposed to be developed and platted in sections. This plan, when approved by the County, constitutes a guide that the County will refer to in the subsequent review of more detailed sectional plats as contained within the general overall plan and adjacent properties.

**GRIMES COUNTY STANDARDS** - Grimes County Standards as used herein shall mean the regulations for streets and alleys, storm sewer lines and appurtenant structures, which are set forth herein, and such additional standards as may be adopted by the Commissioners' Court, and which may be amended from time to time, and are hereby referred to.

**HOME OWNERS' ASSOCIATION/ PROPERTY OWNERS' ASSOCIATION** - An association created for a subdivision development to enforce bylaws, covenants and restriction as set forth by developer.

**LGC** - Texas Local Government Code. When reference is made to an applicable section, the current law is applicable as well as any successor statutes.

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<sup>6</sup> Revised on June 10, 2014. See Addendum #1.

**LOOP ROAD** - A minor road/street that serves the purpose of providing circulation with its beginning and ending being at the same road/street or thoroughfare.

**MANUFACTURED HOUSING OR MANUFACTURED HOME** - Means a HUD Code manufactured home or a mobile home and collectively means and refers to both as defined in the Manufactured Housing Standards Act.

**MANUFACTURED HOUSING PARK** - A contiguous development of land sites, which have been planned and improved for the placement of rental manufactured housing.

**MANUFACTURED HOUSING SUBDIVISION** - A subdivision of land as defined herein where the lots are divided and specifically planned for sale and/or ownership and intended for manufactured housing use.

**MINOR ROAD/STREET** - Used primarily for access and circulation to abutting residential properties and which is intended to serve traffic within a limited area.

**MODEL RULES** - Model Subdivision Rules adopted by the Grimes County Commissioners' Court pursuant to Texas Local Government Code §232.072, Texas Water Code §16.350 and 31 Texas Administrative Code Chapter 364 pertaining to all subdivisions of land into two or more parts that create lots of five (5) acres in size or less and are intended for residential purposes. ***See Model Subdivision Rules attached on Appendix B.***

**MODULAR OR RECONSTRUCTED HOME** - A structure, transportable in one (1) or more sections, which is eight (8) body feet or more in width and is thirty-two (32) body feet or more in length, and which is built to be placed on a permanent slab foundation, when connected to the required utilities and includes the plumbing, heating, air conditioning and electrical system contained herein.

**PARTITION** - Partition is defined as the division of land into two (2) or more parts without a change of ownership or between persons related within the third degree of consanguinity or affinity.

**PLAT** - A plat is a subdivision plan submitted for preliminary or final approval to the Commissioners' Court in conformity with the provisions of these regulations and which if given final approval, will be submitted to the County Clerk of Grimes County for recording. A re-plat or re-subdivision shall be considered a plat as defined herein.

**PRIVATE ROAD/STREET** - A private road/street is defined as any road/street that is not a public road/street including roads/streets designated as private at the time of original platting. Notwithstanding the foregoing definitions however, the following shall not be considered public roads/streets within the purview of these regulations, namely:

- A. Any driveway designed or used principally to provide vehicular access to the outbuildings appurtenant to any principal building, or to provide vehicular access to delivery platforms or entrance of a building appropriate for the delivery thereto of goods of merchandise and located wholly on private property.
- B. An area appurtenant to a store, a group of stores, a theater, a church or any similar establishment, designed or used primarily for a vehicular parking lot or vehicular parking facilities by customers, patrons or employees of the establishment or group of establishments in question.
- C. An entrance or roadway designed or used to provide either vehicular entrance to or communication or passage between the several units of a single industrial or commercial establishment or a group of such establishments which are under common control of management; provided such industrial or commercial entranceway or roadway shall be considered a public street under the terms of these regulations if it has entrance upon two or

more public streets unless there are at each of such entrances, gates, chains or watchmen by which all persons are prevented from using the same except those employed by or having business to conduct at such industrial or commercial establishments in question.

- D. An entrance or driveway designed or used to provide principal or primary vehicular access to an apartment building or a group of apartment buildings designed for multi-family occupancy and under one (1) ownership. Such entrance or driveway shall not be used to provide public road/street access to adjacent areas.

**PUBLIC ROAD/STREET** - A public road/street is an area, parcel or strip of land which provides vehicular access to adjacent property or land whether designed as a street, highway, freeway, thoroughfare, avenue lane, boulevard, road, place, drive or however otherwise designated and which is either dedicated or granted for public purposes or acquired for public use by prescription. Access to and within proposed subdivisions shall be by way of public roads/streets unless otherwise permitted by these rules.

**RECREATIONAL VEHICLE** - A vehicular, portable structure built on a chassis, designed by the manufacturer as a temporary dwelling for travel, recreational and vacation use.

**RESIDENTIAL USE** - The term "residential use" shall be construed to include single-family residential uses; two-family uses; and multi-family residential apartment, townhouse uses or condominiums.

**ROAD AND BRIDGE ADMINSTRATOR** - As used herein shall refer to the department head of the County's Road and Bridge Department whether or not his/her title is Road and Bridge Administrator or Engineer.

**SHALL AND MAY** - As used herein, the word "shall" is mandatory and the word "may" is permissive.

**SHOULD AND WILL** - As used herein, the word "should" is a recommendation and is preferred. The word "will" is mandatory.

**SPECIAL FLOOD HAZARD AREAS** - Those areas shown by the Flood Hazard Boundary Maps to be subject to flooding conditions; generally accepted as the 100-year flood plain based on available data.

**SUBDIVISION** - A subdivision is the division of any lot, tract or parcel of land into two (2) or more parts to lay out: 1) a subdivision of the tract, including an addition; 2) lots; or 3) roads/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.

**SUBDIVIDER OR DEVELOPER** - These terms are synonymous and are used interchangeably and shall include any person, partnership, firm association, corporation (combination thereof) or any officer, agent, employee, servant or trustee thereof, who performs or participates in the performing of any act toward the subdivision of land within the intent, scope and purview of these regulations.

**TBLPE** - Texas Board of Licensed Professional Engineers.

**TBPLS** - Texas Board of Professional Land Surveyors.

**TCEQ** - Texas Commission of Environmental Quality.

**TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARDS** - Refers to those standard specifications set forth in the TxDOT Standard Specifications for Construction of Highways, Streets and Bridges.

**THIRD DEGREE OF CONSANGUINITY** - Relationships defined and determined under Texas Government Code §573.023(c). An individual's relatives within the third degree by consanguinity are the individual's:

1. Parent or child (relative of 1<sup>st</sup> degree)
2. Brother, sister, grandparent, or grandchild (relative of 2<sup>nd</sup> degree)
3. Great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relative of 3<sup>rd</sup> degree)

**THOROUGHFARES** – Thoroughfares are streets or roads that are principally regional in nature and are used for through or heavy traffic. Streets or roads which will serve vehicular traffic beyond the limits of the subdivision and/or connect one (1) collector or arterial with one (1) or more collectors or arterials.



## **VI. PENALTIES**

These regulations may be enforced civilly and/or criminally.

Section 232.005 of the Texas Local Government Code and §12.002 of the Texas Property Code provide for enforcement with these regulations. Further, Texas Water Code §§16.352-16.354 and Texas Administrative Code Title 31 §364.72 further provide for the enforcement of the regulations herein regarding water and sewer service facilities. These regulations may be enforced with civil and/or criminal penalties. Pursuant to Chapter 7 of the Texas Penal Code, a person may be responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aides, or attempts to aide another person to commit the offense. Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these regulations may also face criminal penalties. To avoid relevant culpability and/or liability, those who transact business involving subdivisions are encouraged to disclose to their customers/clients the existence of and necessity to comply with these regulations.

## **VII. PLAT-REQUIREMENT EXCEPTIONS**

*As set forth by  
Texas Local Government Code §232.0015*

- A. A plat-requirement exception applies if the owner(s) of a tract of land divides the tract into two or more parts and **does not** 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 {subsection (c)(1)};

**AND: (must meet at least one of the categories listed below)**

1. The land is used primarily for agricultural uses, or for farm, ranch, wildlife management, or timber production use {subsection (c) 2}; or
  2. The tract is divided into four or fewer parts and the parts are sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity {subsection (e)}; or
  3. All of the lots of the subdivision are more than ten (10) acres in area; {subsection (f)}; or
  4. All of the lots are sold to veterans through the Veterans' Land Board Program {subsection (g)}; or
  5. The tract is owned by the State or other State agency, board, or commission, or owned by the permanent school fund, or any other dedicated funds of the State {subsection (h)}; or
  6. One new part 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 {subsection (j)}; 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 {subsection(k)}.
- B. A plat-requirement exception applies if the owner of the land is a political subdivision of the State, the land is situated in a flood plain, and the lots are sold to adjacent landowners {subsection (l)}.
- C. A plat-requirement exception applies if the owner(s) of a tract of land, which is not the result of a division of land within the preceding twelve (12) months, divides the land into only two parts if at least one of them is greater than five (5) acres.<sup>9</sup>
- D. A plat-requirement exception applies if the owner(s) of a tract of land divide(s) the tract into two or more parts and all tracts have access on an existing public road and the division will not result in two or more tracts of five (5) acres or less. (\*Note: access to such tracts from existing public roads is subject to driveway-permit regulations.)<sup>10</sup>

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**GRIMES COUNTY HAS ADOPTED SUBDIVISION REGULATIONS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE §232.072, TEXAS WATER CODE §16.350, AND 31 TEXAS ADMINISTRATIVE CODE CHAPTER 364 ("THE MODEL RULES" HEREIN). THE MODEL RULES ARE ATTACHED HERETO AS APPENDIX B. THE MODEL RULES APPLY TO ALL SUBDIVISIONS OF LAND INTO TWO OR MORE PARTS IN ANY MANNER THAT CREATES LOTS OF FIVE (5) ACRES OR LESS INTENDED FOR RESIDENTIAL PURPOSES. NOTWITHSTANDING THE EXCEPTIONS LISTED ABOVE, SHOULD THE SUBDIVISION IN QUESTION PROPOSE LOTS OF FIVE (5) ACRES OR LESS INTENDED FOR RESIDENTIAL PURPOSES, PLATTING IN ACCORDANCE WITH THE MODEL RULES IS REQUIRED, UNLESS OTHERWISE PROVIDED HEREIN OR BY LAW. LOTS OF FIVE (5) ACRES OR LESS ARE PRESUMED TO BE FOR RESIDENTIAL PURPOSES UNLESS THE LAND IS RESTRICTED TO NONRESIDENTIAL USES ON THE FINAL PLAT AND ALL DEEDS AND CONTRACTS FOR DEEDS.**

<sup>9</sup> Revised on June 10, 2014. See Addendum #1.

<sup>10</sup> Revised on June 10, 2014. See Addendum #1.

A land owner/developer who believes his/her division constitutes an exception to the platting requirements should submit a survey or sketch of the division to the County's Representative. The County's Representative shall forward such to the appropriate Commissioner for review.

**NOTE!!** All divisions being made under any exception **must** comply with any and all requirements as specified by the TCEQ and the BGCD.

## VIII. VARIANCES

The Commissioners' Court may grant variances from these regulations. All variances must be passed by motion in Commissioners' Court.

Anyone who wishes to request a variance must apply in writing to the County's Representative who will coordinate with the appropriate Commissioner and request that consideration of such variance be placed on the agenda of the Court with a recommendation whether the variance should be granted or denied. All variance requests submitted must be specific and in a written format. A detailed description should be attached with the written request along with all pertinent information and fees. The variance request must be signed and dated by the developer or his/her designated representative.

If the variance involves land in a municipality's ETJ the developer must contact and obtain the approval of the appropriate jurisdiction(s) for any variance.

The County Commissioners' Court may authorize a variance from these regulations when, in its opinion, undue hardship will result from requiring strict compliance with these regulations. In granting a variance, the Commissioners' Court shall prescribe only conditions that it deems necessary or desirable to the public interest. In making the findings required below, the Commissioners' Court shall take into account the nature of the proposed use of land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variances upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity. No variance shall be granted unless the Commissioners' Court finds:

- A. That there are special circumstances or conditions affecting the land involved such that the strict application of these regulations would deprive that applicant of the reasonable use of his land.
- B. That the granting of the variance will not be detrimental to the public health, safety, welfare or injurious to other property in the area.
- C. That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of these regulations.

Such findings of the Commissioners' Court together with the specified facts upon which such findings are based, shall be incorporated into the official minutes of the Commissioners' Court meeting at which such variance is considered. Variances may be granted only when in harmony with the general purpose and intent of these regulations so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute hardship. No request will be considered until a written request has been submitted outlining the specific variance(s) from these regulations.

The decision of the Commissioners' Court to grant or to deny a variance is at its sole discretion.

***See Sample Variance Request on Exhibit C.***

## **IX. ON-SITE SEWAGE FACILITIES**

Grimes County adopted an order for On-Site Sewage Facilities (“OSSF” herein) as shown in Appendix C. The Commissioners’ Court has assigned the responsibility to the Grimes County Environmental Department to ascertain whether each development adheres to the most recent laws as regulated by the TCEQ.

All developments or subdivisions, which include the use of OSSF, shall comply with the latest editions of 30 Texas Administrative Code (TAC) Chapter 285 On-site Sewage Facilities and the rules of Grimes County, Texas for Private Sewage Facilities. This reference shall be construed to include the most current edition, latest revisions, additions or amendments thereof, and any other laws passed regarding OSSF.

All developers, landowners and developments must be in compliance with State laws regarding OSSF laws as regulated by the TCEQ.

Upon compliance, the Grimes County Environmental Department will issue a Statement of Compliance, which must accompany the final plat when presented before Commissioners’ Court for approval.

***See Letter of Approval – Environmental Department on Exhibit F.***

All developers must contact the Grimes County Environmental Department for current policies, procedures and State Laws regarding OSSF.

## **X. APPEAL**

Any subdivider contesting any disapproval and/or the interpretation and/or the application of any rule standard, regulation determination, requirement or necessity set forth in these regulations directly or by delegation of authority shall have the right after filing a written request with the County Commissioners’ Court to have a hearing before the Commissioners’ Court within twenty-one (21) days after the date of filing of such request. The decision of the Commissioners’ Court shall be final and further appeal shall be in accordance with appropriate law.

## **XI. PRELIMINARY PLAT**

### **A. GENERAL PROCEDURES**

A copy of the General Information Sheet shall be completed and submitted to the County's Representative to provide the necessary contact information at the preliminary stages of subdivision development. This Sheet is not a Plat Application, and does not commit the Applicant to file any future documents should he/she decide not to develop. **See *General Information Sheet on Exhibit D.***

When a developer desires to create a subdivision and/or development of a tract of land in Grimes County, which subdivision or development does not qualify for an exception or a variance to these rules, it is required that a pre-development discussion be held. At this discussion, the County Commissioner (in which Commissioner Precinct the proposed development is situated) and the County's Representative(s) will outline and discuss deficiencies so that the developer may proceed to the final plat. It is recommended that the developer have his surveyor and/or engineer at the pre-development discussion to ensure compliance with the platting requirements and to assist in achieving a coordinated plat layout. The preliminary plat should be presented at this time and be as complete as possible. A copy of the preliminary plat shall be delivered to the Grimes County Appraisal District. **See *Preliminary Plat Checklist on Exhibit J.***

Plan specifications for roadway and drainage will be necessary for any development that consists of any new roads, streets or alleys to be constructed at any stage of development. Plan specifications for water and sewer service facilities will be necessary for any development to which the Model Rules apply.

Preliminary plat approval by the Commissioners' Court shall be obtained prior to seeking approval of a final plat. Preliminary plat approval will be considered conditional approval. Conditional approval shall be considered to be approval of a plat subject to conformity with the prescribed conditions.

Upon preliminary plat approval and resolution of any deficiencies in the preliminary plat by the developer, the plat will be reviewed by the County's Representative(s) for compliance with all relevant requirements. After the developer has resolved all deficiencies, the developer shall be given authorization by the County's Representative(s) to proceed to the final plat.

Chronology of preliminary plat:

- ❖ Submission of preliminary plat to the County's Representative(s) (with roadway/drainage plan and water/sewer services facilities plan if applicable.)
- ❖ Review by County's Representative(s)
- ❖ Informal discussion/pre-development meeting
- ❖ Presentation before Commissioners' Court and approval thereof
- ❖ Review of revised preliminary plat by County's Representative(s) for resolution of deficiencies
- ❖ Authorization from County's Representative(s) to proceed to final plat

**See *Development Chronology on Exhibit A.***

## **B. SUBMISSION**

For acceptance of the preliminary plat, the developer shall submit to the County's Representative(s) the following for consideration and scheduling of the informal discussion prior to final plat submission:

1. Five (5) black line or blue line copies covering the proposed development and all the contiguous land owned or controlled by the developer intended to be developed at any time, even though it is intended by the developer to file final plats and install improvements for parts of said tract by sections or units.
2. Development Application (**See *Development Application on Exhibit I***)
3. Roadway and Drainage Plan (2 copies) for any development, which consist of adding new roads, streets or alleys.
4. Water and Sewer Service Facilities Plan (2 copies) for any development to which the Model Rules apply.
5. Preliminary plat fees. (See Fee Schedule on page 13)

## **C. SPECIFICATIONS**

The scale of the preliminary plat should be 1 inch = 100 feet, 200 feet or 400 feet.

The following shall be shown on the preliminary plat:

1. **Title or name of the subdivision.** The name of the subdivision shall be coordinated with the County's Representative to avoid duplication. The County's Representative shall provide a written statement of the name approval which must be submitted with the final plat.
2. **Names and address of owners and/or developers.**
3. **Names and addresses or persons or firms preparing plat.**
4. **Topographic contours** of not more than five-foot (5') intervals based on U.S.G.S. or accepted County data.
5. **North point and scale.**
6. **Key map** showing location of subdivision in relation to existing streets and highways, railroads and watercourses.
7. The **boundary of the subdivision** and scaled dimensions, both linear and angular, of the boundary tied to an original survey corner or two corners of the subdivision tied to and labeled with Texas State Plane coordinate values.
8. Within 200 feet of the boundaries of the subdivision, all **existing utilities, streets and lots**, as to size and location and property lines, survey lines and **adjacent subdivisions, easements, etc.**
9. **All proposed blocks, lots, alleys, streets, easements** and purposes thereof, drainage or water courses, recreation and special use areas, reserves, setback lines, proposed dedication of areas for public use other than streets and easements and the approximate dimension of all proposed items shall be shown. Public facilities and easements included in any city, county or regional plan that are included or adjacent to the land being subdivided shall be shown.

10. **Road/Street names, lots, sections and or block numbers.** The name(s) of the roads/streets within the subdivision shall be coordinated with the 911 Addressing Database Maintenance Coordinator to avoid duplication. The 911 Addressing Database Maintenance Coordinator shall provide a written statement of approved names, which must be submitted with the final plat. ***See Letter of Approval for Subdivision Road Name(s) – 911 Addressing on Exhibit E.***
11. **Area in subdivision,** proposed sectioning if any, total number of lots and total area of reserves.
12. **Special Flood Hazard Areas** to be clearly identified as determined by the latest version of FIRM/FHBM for Grimes County.
13. A general statement of the **proposed uses of the land within the subdivision**, including an outline or brief form of proposed restrictions.
14. This plat must meet all rules, regulations, and minimum standards as set forth by the **Texas Board of Professional Land Surveyors**, where applicable; and must meet all rules, regulations and minimum standards as set forth by the **Texas Board of Professional Engineers**, where applicable.
15. All existing surface improvements, including water wells, and dwellings to be shown.
16. If the Model Rules apply, a description of the water and sewer service facilities that will be constructed or installed to service the subdivision and a statement of the date by which the facilities will be fully operable.
17. If the Model Rules apply, an engineer's certification/report that the water and sewer service facilities described in paragraph 16 are in compliance with the Model Rules.

#### **D. REVIEW/INFORMAL DISCUSSION**

Upon completion and submission of all required documents, the County's Representative(s) will review the preliminary plat and other required information. Within ten (10) business days or otherwise upon good cause, a meeting shall be scheduled with the developer, developer's surveyor and/or engineer, County Commissioner, and the County's Representative(s) for an informal discussion regarding the preliminary plat. At this meeting, all relevant concerns and deficiencies will be addressed and the developer will be notified of any missing documents or other information. ***See Preliminary Plat Authorization/Denial on Exhibit K.*** The preliminary plat shall then be presented to the Commissioners' Court for approval.

#### **E. COMMISSIONERS' COURT PRESENTATION**

The development's finalized preliminary plat shall be presented to the Commissioners' Court. This process shall keep all apprised of developments and shall give the public an opportunity to be aware of future developments within the County. Preliminary plat approval by the Commissioners' Court will be conditioned upon the developer resolving any noted issues or deficiencies and complying with all relevant requirements.

## **XII. FINAL PLAT**

### **A. GENERAL PROCEDURES**

Each development has characteristics unique to that development alone and special attention should be placed on areas such as drainage, soil, and location as these items may present special requirements.

Once a preliminary plat has met all specifications as required and permission has been granted to proceed to final plat approval, the developer shall submit two blue or black line copies to the County's Representative(s) to ensure all concerns and deficiencies have been properly addressed.

After the final plat has been completed and is acceptable to the County's Representative(s), it is to be submitted in mylar form with all necessary supporting documents and fees. The County's Representative(s) will calculate any applicable security requirements based upon the mylar plat submitted. The County's Representative(s) will request that consideration of the final plat be placed on an agenda for the Commissioners' Court to render a decision on such within sixty (60) days unless such time is extended as permitted by law. Prior to such date, the County's Representative(s) will notify the developer of the security to be required of the developer.

***See Final Plat Checklist on Exhibit L.***

If approved, the plat must be filed for record in the County Clerk's Office. Prior to construction of improvements, written notification must be given to the County's Representative. ***See Sample Notice of Construction Beginning on Exhibit O.*** Lot sales and transactions may begin after the final plat has been filed for record.

Chronology of final plat:

- ❖ Approval of preliminary plat
- ❖ Submission of final plat to the County's Representative(s)
- ❖ Review by the County's Representative(s)
- ❖ Correction of deficiencies by developer, if applicable
- ❖ Presentment to Commissioners' Court for approval with all required and pertinent documents
- ❖ Record final plat in County Clerk's Office with all required and pertinent documents.

***See Development Chronology on Exhibit A.***

## **B. FINAL PLAT SUBMISSION**

Prior to submitting the final plat in mylar form, two blue line or black line copies shall be submitted to the County's Representative(s) for a review to ensure all concerns have been properly addressed. After confirmation from the County's Representative(s) that concerns have been properly addressed, the developer shall prepare and submit to the County's Representative(s) the following information:

- (a) ONE original (mylar) of a final plat meeting all applicable requirements as set forth herein and certified by a surveyor registered by the State of Texas. The plat shall be drawn on mylar, plastic or their equivalent with waterproof black tracing ink or reproduced by photographic process on vellum, mylar, plastic, or their equivalent to scale from an accurate survey made on the ground, and in all respects shall be neat. The final plat shall not show construction features, cross-section, or other structures not involved in the title covenant.
- (b) Eight (8) black line or blue line copies of the plat shall be distributed as follows:
  - (1) County Judge,
  - (1) County Commissioner,
  - (1) County Tax Appraisal District,
  - (1) County Clerk,
  - (1) County Road and Bridge Department,
  - (1) County Environmental Department,
  - (1) 911 Addressing and
  - (1) Extra copy for review.

## **C. SPECIFICATIONS**

1. **Scale** - Accurate dimensions, both linear and angular, of all items on the plat shall be indicated and shown on the final plat at a scale of at least 1" = 100' or 1" = 200' for lots equal to or greater than 2.5 acres or 1" = 400' for lots (tracts) equal to or greater than twenty (20) acres. Linear dimensions shall be expressed in feet and decimals of a foot; angular dimensions may be shown by bearings.
2. **Plat dimensions** shall be twenty-four inches (24") by thirty-six inches (36").
3. **Multiple sheet** plats must have subdivision name and sheet number located in lower right hand corner of each sheet. A key map must be provided on the dedication sheet showing individual sheet relationship.
4. The name of the subdivision, **name(s)** and **addresses** of owner(s) and/or developers, name and addresses of surveyor preparing plat, and engineer where applicable; legal description of plat, date of preparation or revision to facilitate flood plain checking and County mapping.
5. Proposed **location of drainage easements** for purposes of sediment traps or detention ponds, if any, to be constructed for temporary or permanent purposes in streams and other drainage ways.
6. **Legal description** of location of subdivision. This description shall be sufficient for the requirements of title examination.
7. **North point, scale and vicinity map.**
8. All certification **statements**, covenants, dedication restrictions and other inscriptions as required.
9. **All lots, blocks, streets, alleys, pipelines**, fee strips, water courses, easements, reserves and total area, number of lots and number of blocks, where applicable.
10. **Setback** lines.

11. **Street names, block numbers**, lot numbers and alphabetical identification of reserves.
  - A. **Blocks**, if any, are to be Roman numerated consecutively within the overall plat or sections of an overall plat as recorded.
  - B. **Lots** are to be numbered consecutively within the overall plat as recorded.
  - C. **Reserves** (land to be used for other than residential purposes) are to be labeled A, B, C, etc., rather than numbered as blocks and lots.
12. **Dimensions**
  - A. **Streets, Roads and Alley Rights-of-Way**
    - i. Complete curve data (radius, delta angle, arc length, chord bearing, chord length) shown on each side of roads, streets and alleys and centerline of streets.
    - ii. Length and bearings of all tangents on street centerline and on each side of streets and roads.
    - iii. Dimensions from all angle points and points of curve to an adjacent side lot line.
    - iv. Actual right-of-way width of all streets and alleys, measured at right angles or radially where curved.
  - B. **Lots** - Complete bearings and dimensions for front, rear and side lot lines.
  - C. **Water Courses and Easements** - Distances to be provided along the side lot lines from the front lot line to the point where the side line crosses the drainage easement line or the high bank of a stream. Transverse line shall be provided along the edge of all large watercourses in a convenient location, preferably along a utility easement if paralleling the drainage easement of a stream.
  - D. **Pipelines** - Pipelines having no defined easement location or width shall be tied to dimensions to all adjacent lot and tract corners. If no agreement can be reached on a defined easement, then building setback lines shall be shown at a minimum distance of twenty-five feet (25') from and parallel to the centerline of the pipeline.
13. **Boundaries** - Ownership or outlines of the tract or tracts the plat is proposed to subdivide shall be shown with heavy, solid lines. The boundaries of the plat shall be described with complete and overall dimensions and bearings and be tied to an original corner of the original survey of which the subdivision is a part or to the nearest possible street/road intersection.
14. **Standards** – This plat must meet all rules and regulations, minimum standards as set forth by the Texas Board of Professional Land Surveyors where applicable, and must meet all rules and regulations, minimum standards as set forth by the Texas Board of Professional Engineers where applicable.
15. **Extension Data** - The location, width and name of existing streets, roads and subdivisions and the location of existing lots, easements, pipelines, fee strips, survey lines, building lines, water courses or other important information shall be shown on all sides of the subdivision for a distance of not less than 200 feet. Recording information shall be provided on the plat. The lines of such indication beyond the plat boundary shall be dashed.
16. **Special Flood Hazard Areas** to be clearly identified as determined by the latest version of FIRM/FHBM for Grimes County.
17. No “**stick ons**” may be used on the final plat.
18. **Dedications, Certifications, and Acknowledgements** – *See Exhibit B.*
19. **Water and Sewer Service Facilities (Local Government Code §232.0032, §232.072)** - If a person submits a plat for the subdivision of a tract of land for which the source of the water supply intended for the subdivision is groundwater under that land, the plat application shall have attached a statement that (a) it is prepared by an engineer licensed to practice in this state or a geoscientist

licensed to practice in this state; and (b) certifies that adequate groundwater is available for the subdivision.

20. If the Model Rules apply, a description of the water and sewer service facilities that will be constructed or installed to service the subdivision and a statement of the date by which the facilities will be fully expendable.
21. If the Model Rules apply, an engineer's certification/report that the water and sewer service facilities described in paragraph above are in compliance with the Model Rules.

#### **D. FINAL PLAT SUBMISSION REQUIRED ATTACHMENTS**

Before approval of a Final Plat by Commissioners' Court, and before recording of the plat shall be permitted by Commissioners' Court, compliance with the following requirements is mandatory; these documents are to be submitted with the final plat presentation.

1. **TAX CERTIFICATES** – Original tax certificate (certified tax receipt) shall accompany the plat, indicating that all taxes have been paid, as required by Texas Property Code §12.002.
2. **TITLE INFORMATION** – A certificate or letter from a title guaranty company or from an attorney duly licensed to practice law in Texas certifying to at least the following concerning the title to the land: A statement of records examined and date of examination within thirty (30) days of submission; name of the fee owner as of the date of examination demonstrating "marketable title" <sup>10a</sup> of the property and the date, file number, and volume and page or the recording of the deed involved; the name of any lienholder together with the date of filing and volume and page of such lien and a general description of any easements or fee strips granted, along with the file number, date of filing, and volume and page of recording. The certificate or letter shall be submitted to the County Attorney for review. ***See Letter of Approval-County Attorney on Exhibit H.***
3. **EASEMENT COORDINATION** - In the event any public road/street is to be platted across any conflicting exclusive-use surface easement or right-of-way or any land not owned by the developer, the owner of such land or conflicting exclusive-use surface easement or right-of-way must join in the dedication of such public road/street. A letter of consent shall be provided for the crossing of any easement or right-of-way where a non-exclusive-use interest is held.
4. **RESTRICTIVE COVENANTS** - A general statement of the proposed uses of the land and a copy of the restrictive covenants, if any, to accompany the filing of the plat if approved. The restrictive covenants shall be forwarded to the County Attorney for review. ***See Letter of Approval-County Attorney on Exhibit H.*** Subordinations to be filed separately shall accompany the final plat.
5. **PLANS AND SPECIFICATIONS** – Three copies of complete plans and specifications prepared and sealed by a Professional Engineer, licensed by the State of Texas, for all roadway, drainage and utility improvements within or extending to the proposed subdivision.
6. **SECURITY**

##### **A. Roads and Drainage**

Pursuant to LGC §232.004 and §232.0045, the owner or developer of the proposed subdivision shall file a performance/construction bond, a Letter of Credit, or other acceptable financial guarantee approved by the County Attorney as to form and sureties on such security guaranteeing the completion of road and drainage improvements (road construction cost, bridges and any other structures must be included in the security amount).<sup>10b</sup> ***See Letter of Approval-County Attorney on Exhibit H.*** Such bond or Letter of Credit shall be in an amount equal to the estimated construction cost, and the County's Representative(s) shall approve the amount of the bond. Such bond shall be payable to the County Judge and shall guarantee completion of all required improvements within two (2) years from the date of final approval of such plat. Original bonds and Letters of Credit shall be maintained by the County Auditor. ***See Construction and Maintenance Bond with Surety on Exhibit N.***

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<sup>10a</sup>Revised on May 10, 2016. See Addendum #3. Texas Title Examination Standards 2.10 Marketable Title: a title is marketable if it is a record title that is free from reasonable doubt such that a prudent person, with knowledge of all salient facts and circumstances and their legal significance, would be willing to accept it; marketable title does not have to be free from every possible suspicion; the possibility of a defect without a probable basis does not create an unmarketable title; a marketable title is not a perfect title.

<sup>10b</sup>Revised on March 28, 2018. See Addendum #4.

Where for good cause shown to the satisfaction of the Commissioners' Court, the developer has not completed the required improvements within the two (2) years from the date of approval of the final plat, the Commissioners' Court, upon a written request, may grant additional time, not to exceed a period of one (1) year, within which to complete said improvements. A written request for an extension must be requested prior to expiration of the initial two-year construction term. No such extension shall be granted unless the developer has filed new security in conformity with the conditions of the original bond/Letter of Credit.

After construction of all improvements is complete, the developer shall submit a written request for the improvements to be accepted into the maintenance period. **See Sample Notice of Construction Complete on Exhibit P.** Upon certification by the County's Representative(s) that all improvements have been constructed in accordance with relevant specifications, a developer's security will be reduced by the Commissioners' Court to twenty percent (20%) of the total construction costs. Formal action by the Commissioners' Court must occur to accept the improvements into the maintenance period and to reduce the developer's security.<sup>11</sup>

*See paragraph XIV. H. on page 48 hereof for further discussion of this procedure.*

In the event that a money settlement is paid to the County in lieu of performing the required work, the County's Representative shall certify to the Commissioners' Court whether such sum is adequate compensation and whether it is his/her opinion that the security should be released.

#### **B. Water and Sewage**

Security for water and sewer service facilities is controlled by the Model Rules which are attached hereto as Appendix B. See specifically paragraph 4 beginning on page 11 thereof.

7. **WARRANTY** - The developer should require performance and payment bonds or other acceptable financial guarantee from the contractor for one hundred percent (100%) of the cost of all improvements. For asphalt roads, the developer shall also provide to the County security against defective materials or workmanship on the improvements constructed while under the maintenance period until development of at least 50% of the tracts have occurred and at least one (1) year has lapsed. For developments with concrete roads, the developer shall provide to the County security against defective materials or workmanship on the improvements constructed while under the maintenance period for at least one (1) year.<sup>12</sup>
8. **ENVIRONMENTAL-OSSF** – A statement from the Environmental Department that the development has met all criteria and is in compliance with all required regulations set forth by TCEQ and any other governing state regulations must be submitted. **See Letter of Approval – Environmental Department on Exhibit F.**
9. **COUNTY'S REPRESENTATIVE** – A statement from the County's Representative approving the subdivision name and stating the development has met all criteria and is in compliance with all required regulations as set forth by Grimes County and any governing state regulations must be submitted. **See Letter of Approval – County's Representative on Exhibit G.**
10. **9-1-1 ADDRESSING** – A written statement of approval of the road/street name(s) from the 9-1-1 Addressing Database Maintenance Coordinator must be submitted to avoid duplication with previous recorded road/street names. **See Letter of Approval for Subdivision Road Name(s) – 911 Addressing on Exhibit E.**
11. **FEES** – All fees as shown on the Fee Schedule and in the amounts specified therein must accompany the final plat. Final plat fees are separate from preliminary plat fees and review and inspection fees. Recording fees are separate and are paid at the time of recording in the County Clerk's Office.
12. **DIGITAL CAD FILE** – The digital information should be submitted in portable document format (pdf).
13. **WATER AND SEWER** – If the Model Rules apply to the subdivision in question, the plat must include or have attached a description of the water and sewer facilities that will be constructed or installed to service the subdivision and a statement of the date by which the services will be fully operable. Such plats shall also contain a document prepared by an engineer registered to practice in this state certifying that the water and sewer service facilities described by the plat or

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<sup>11</sup> Revised on June 10, 2014. See Addendum #1.

<sup>12</sup> Revised on March 28, 2018. See Addendum #4.

attached document are in compliance with the Model Rules. Such certification by an engineer shall comply with LGC §232.072(b)(2) and 31 Texas Administrative Code §364.52.

### **E. MONUMENTS**

Before submission to the Commissioners' Court for recordation, all final plats must be in full accordance with the required certification made upon the plat by a Registered Professional Land Surveyor ascertaining that the plat represents a survey made by him and that all necessary monuments are accurately and correctly shown. The surveyor shall place monuments at all corners and angle points of the boundaries of the original tract to be subdivided and at all street intersections, angle points in street lines and points of curve and at such intermediate points as may be required. Such monuments shall be of iron pipe or rod not less than *5/8-inch* in diameter and thirty inches (30") in length, driven securely into solid earth with the grades of same being at grade with the established sidewalk or if walk is not established, flush with the natural grade of earth's surface.

### **F. FINAL PLAT APPROVAL**

Except as provided by Texas Local Government Code Section 232.0025(f), the Commissioners' Court shall take final action on a final plat, including the resolution of all appeals, not later than the 60<sup>th</sup> day after the date a completed final plat has been received by Commissioners' Court with all required information and attachments. If the Commissioners' Court should disapprove a final plat, the applicant shall be given a complete list of the reasons for the disapproval.

An application is considered complete when all documentation or other information required is received. Acceptance by the County's Representative of a completed plat application with all the required documentation, or other information required, shall not be construed as approval. Upon receipt of the final plat, the bond and all other required information, the County's Representative shall have a review performed prior to coordinating with the appropriate Commissioner for placement on a Commissioners' Court agenda to render a decision. Such decisions by the Commissioners' Court may consist of approval or disapproval. Reasons for disapproval shall be stated to the developer in writing. ***See Final Plat Approval/Denial on Exhibit M.*** When a plat is disapproved, it is the duty of the developer to correct the errors, omissions, or deficiencies before resubmitting the final plat for approval by the Commissioners' Court.

On approval of the plat, said plat being otherwise fully and properly endorsed, the members of the Commissioners' Court shall sign in the spaces provided. This approval, by the Commissioners' Court shall be on the same sheet as the plat itself, and each sheet of the final plat shall be numbered consecutively such as 1 of 1, 1 of 2, 2 of 2, etc. and shall identify the subdivision on each individual sheet. In no case shall the County Clerk allow said plat to be recorded until all plats and planning documents for the subdivision as herein required and all appropriate security documents have been submitted by the developer and approved by Commissioners' Court.

### **G. FINAL PLAT RECORDING**

After final approval and proper endorsement have been obtained and all requirements of these regulations have otherwise been complied with, the plat and all other instruments may be recorded. No changes, erasures, modifications or revisions shall be made in any plat of a subdivision or to any required instrument after approval has been given to the plat and endorsed on the plat in writing, unless such changes, modifications or revisions are first submitted to and approved by the Commissioners' Court.

It is the responsibility of the developer to complete the recording transaction. No land sale, contract for sale, contract for deed, intent to purchase or other commitment shall be entered into prior to recordation of the final plat.

After approval of the final plat, the final plat which shall consist of (1) one original signed Mylar, (3) blue or black line copies along with an original tax certificate, and all required supporting documents for recording must be filed for record with the County Clerk before lot sales and transactions can begin. The maximum-sized plat to be recorded is 24" X 36". Failure to file a final plat and supporting documents, as required by Chapter 12 of the Texas Property Code, will require resubmission to the Commissioners' Court and a **forfeiture of fees**. All required recordation fees are to be paid by the developer. Original plats will become the property of Grimes County and will be maintained by the County Clerk. Certified copies may be purchased from the County Clerk, but as copying may be handled outside the County Clerk's office, certified copies may be not be available immediately upon request and payment of any fees.

## **H. AFTER RECORDING OF FINAL PLAT**

Upon completion of the construction of roads/drainage and/or water/sewer service facilities, the developer shall notify the County's Representative of such. **See Sample Notice of Construction Complete on Exhibit P.** The County's Representative shall inspect the improvements and upon certification by such representative that construction of such improvements has been completed, a developer's security requirements may be reduced or released entirely by the Commissioners' Court upon acceptance of the improvements by Commissioners' Court. All construction issues identified by the County's Representative must be corrected prior to release or reduction of developer's security. Formal action by the Commissioners' Court must occur to accept the improvements and reduce/release any security. In the case of road and drainage improvements, the Commissioners' Court will reduce the security to twenty percent (20%) of total construction costs upon acceptance of such improvements into a maintenance period. The developer must renew this maintenance bond or other security until acceptance of such improvements by the County into the County Road Network for Maintenance. Road and drainage improvements will be inspected by the County's Representative annually until such time as the improvements are accepted into the County's Road Network for Maintenance, and all identified deficiencies must be addressed each year. At least 60 days prior to the expiration of the maintenance period, the developer shall be responsible for submitting a written request for acceptance into the County Road Network for Maintenance. For developments where asphalt surfaced roads have been constructed, the maintenance period will not end until at least 50% of the tracts have been developed. For developments with concrete roads, the maintenance period may end after one year if the roads are in acceptable condition as determined by the County's Representative. **See Sample Notice of Maintenance Period Ending on Exhibit Q.** Prior to the maintenance period expiration, the Commissioners' Court will consider whether to accept the road and drainage improvements into the County Road Network for Maintenance. Should the County Representative determine that the maintenance bond is insufficient to bring the roads to current county specifications, the County may refuse to accept the roads into the County Road Network for Maintenance. **See Road Acceptance Procedure on page 48.** The Road Acceptance Procedure is more fully set forth in XIV. H. hereof.<sup>13</sup>

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<sup>13</sup> Revised on March 28, 2018. See Addendum #4.

### **XIII. REVISION OF PLAT (REPLAT), AMENDING PLATS AND CANCELING PLATS**

#### **A. REPLAT**

In accordance with Texas Local Government Code §232.009:

1. A person who owns real property in a tract that has been subdivided and that is subject to the subdivision controls of the county in which the property is located may apply in writing to the Commissioners' Court of the County for permission to revise the subdivision plat that applies to the property and that is filed for record with the County Clerk.
2. After the application is filed with the Commissioners' Court, the Court shall publish a notice of the application in a newspaper of general circulation in the County. The notice must include a statement of the time and place at which the Court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three times during the period that begins on the 30<sup>th</sup> day and ends on the seventh day before the date of the meeting.
3. During a regular term of the Commissioners' Court, the Court shall adopt an order to permit the revision of the subdivision plat if it is shown to the court that:
  - a. the revision will not interfere with the established rights of any owner of a part of the subdivided land; or
  - b. each owner whose rights may be interfered with has agreed to the revision.
4. If the Commissioners' Court permits a person to revise a subdivision plat, the person may make the revision by filing for record with the County Clerk a revised plat or part of a plat that indicates the changes made to the original plat.
5. The Commissioners' Court is not required to give notice by mail if the plat revision only combines existing tracts.

Alternatively, a replat may be sought and approved in accordance with the following:

#### **Replating Without Vacating Preceding Plat (Local Government Code §212.014)**

A replat of a subdivision or part of a subdivision may be recorded and is controlling over the preceding plat without the vacation of that plat if the replat:

1. is signed and acknowledged by only the owners of the property being replatted;
2. is approved, after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard, by the authority responsible for approving plats; and
3. does not attempt to amend or remove any covenants or restrictions.

#### **Additional Requirements for Certain Replats (Local Government Code §212.015)**

1. In addition to compliance with Section 212.014, a replat without the vacation of the preceding plat must conform to the requirements of this section if:
  - a. during the preceding five years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two residential units per lot; or
  - b. any lot in the preceding plat was limited by deed restrictions to residential use for not more than two residential units per lot.
2. Notice of the hearing required under Section 212.014 shall be given before the 15<sup>th</sup> day before the date of the hearing by:
  - a. publication in an official newspaper or a newspaper of general circulation in the county; and
  - b. by written notice, with a copy of Subsection (c) attached, forwarded by the authority responsible for approving plats to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as indicated on the most recently approved tax roll. The written notice may be delivered by depositing the notice, properly

addressed with postage prepaid, in a post office or postal depository within the boundaries of the municipality.

3. If the proposed replat requires a variance and is protested in accordance with this subsection, the proposed replat must receive, in order to be approved, the affirmative vote of at least three-fourths of the members present of the governing body. For a legal protest, written instruments signed by at least 20 percent of the area of the lots or land immediately adjoining the area covered by the proposed replat and extending 200 feet from that area, but within the original subdivision, must be filed with the governing body, or both, prior to the close of the public hearing.
4. In computing the percentage of land area under Subsection (c), the area of streets and alleys shall be included.
5. Compliance with Subsections (c) and (d) is not required for approval of a replat of part of a preceding plat if the area to be replatted was designated or reserved for other than single or duplex family residential use by notation on the last legally recorded plat or in the legally recorded restrictions applicable to the plat.

## **B. AMENDING PLAT**

### Amending Plat (Local Government Code §232.011)

1. The commissioner's court may approve or issue an amending plat, if the amending plat is signed by the applicants and filed for one or more of the following purposes:
  - a. to correct an error in a course or distance shown on the preceding plat;
  - b. to add a course or distance that was omitted on the preceding plat;
  - c. to correct an error in a real property description shown on the preceding plat;
  - d. to show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
  - e. to correct any other type of scrivener or clerical error or omission of the previously approved plat, including lot numbers, acreage, street names, and identification of adjacent recorded plats; or
  - f. to correct an error in courses and distances of lot lines between two adjacent lots if:
    - i. both lot owners join in the application for amending the plat;
    - ii. neither lot is abolished;
    - iii. the amendment does not attempt to remove recorded covenants or restrictions; and
    - iv. the amendment does not have a material adverse effect on the property rights of either owners of the property that is subject to the plat.
2. The amending plat controls over the preceding plat without vacation, revision or cancellation of the preceding plat.
3. Notice, a hearing, and the approval of other lot owners are not required for the filing, recording, or approval of an amending plat.

## **C. PLAT CANCELLATION**

### Cancellation of Subdivision (Local Government Code §232.008)

1. A person owning real property in this state that has been subdivided into lots and blocks or into small subdivisions may apply to the commissioners court of a county in which the property is located for permission to cancel all or part of the subdivision, including a dedicated easement or roadway, to reestablish the property as acreage tracts as it existed before the subdivision. If, on the application, it is shown that the cancellation of all or part of the subdivision does not interfere with the established rights of any purchaser who owns any part of the subdivision, or it is shown that the purchaser agrees to the cancellation, the commissioners' court by order shall authorize the owner of the subdivision to file an

instrument canceling the subdivision in whole or in part. The instrument must describe the subdivision or the part of it that is canceled. The court shall enter the order in its minutes. After the cancellation instrument is filed and recorded in the deed records of the county, the county tax assessor-collector shall assess the property as if it had never been subdivided.

2. On application for cancellation of a subdivision or any phase or identifiable part of a subdivision, including a dedicated easement or roadway, by the owners of 75 percent of the property included in the subdivision, phase, or identifiable part, the commissioners court by order shall authorize the cancellation in the manner and after notice and a hearing as provided by Subsections (b) and (c). However, if the owners of at least 10 percent of the property affected by the proposed cancellation file written objections to the cancellation with the court, the grant of an order of cancellation is at the discretion of the court.
3. Regardless of the date land is subdivided or a plat is filed for a subdivision, the commissioners court may deny a cancellation under this section if the commissioners court determines the cancellation will prevent the proposed interconnection of infrastructure to pending or existing development as defined by Section 232.0085.

# XIV. SUBDIVISION ROAD AND DRAINAGE DESIGN STANDARDS

## GENERAL PRINCIPLES OF ACCEPTABILITY

The subdivision shall REASONABLY conform to the existing and projected future transportation plan; and the subdivision layout shall make reasonable provisions for development or protection of adjacent lands.

### A. ROAD/STREET AND ALLEYS, DESIGN RECOMMENDATIONS

The road/street pattern of a neighborhood must provide adequate circulation within the subdivision and yet discourage excessive through traffic on minor or local roads/streets. The arrangement, character, extent, width, grade and locations of all roads/streets should be considered in their relation to existing and planned roads/streets, to topographical conditions, to public safety and convenience and in their appropriate relation to the proposed uses of the land to be served by such roads/streets. The layout shall be devised for the most advantageous development of the entire neighborhood development and shall conform to connecting roads/streets in land adjacent to the new subdivision. Provision shall be made within the subdivision to provide roads/streets access to adjacent undeveloped acreage in such a way as to assure adequate circulation for future development.

Subdivisions with residential lots may provide a protected (reserved) right-of-way to within one (1) foot of the adjacent properties by means of dedicated roadway easements. Dead-end roads/streets and those which do not conform to adjacent established roads/streets are to be avoided whenever possible. Where a subdivision abuts or contains an existing or proposed road/street and reverse frontage lots are designated, residential access should be denied to the major roads/streets, and approved screen planting or screening device, shall be provided along the rear property line abutting such existing or proposed major roads/streets. Paved alleys shall be provided in commercial and industrial developments, except where other definite and assured provision is made for service access, such as off street loading, unloading and parking consistent with and adequate for the uses proposed.

The road/street system layout shall be so designed insofar as practicable to preserve natural features such as trees, brooks, hilltops, scenic views and other such features while placing safety issues first. The road/street system layout shall provide for the acceptable disposal of storm water and provision must be made by the developer to handle storm water to comply with provisions elsewhere in these regulations.

#### 1. MINIMUM RIGHT-OF-WAY WIDTH

The minimum right-of-way requirements for various road/street classifications are as follows:				
Type	Minor (local)	Cul-De-Sac	Collector	Thoroughfare
<b>Right of Way Width Requirements</b>				
Without Curb and Gutter	60'	120'(60' radius)	90'	Case by case
With Curb and Gutter	55'	110'(55' radius)	70'	Case by case

Where proposed roads/streets are extensions of existing or planned roads/streets having a right-of-way width greater than sixty feet (60'), the proposed roads/streets shall be the same widths as the existing or planned roads/streets. Alleys, where provided, should not be less than twenty feet (20') wide. Intersecting alleys should have corner cut-offs of at least twenty feet (20') on a slider or radius of twenty-five feet (25'). Alleys with only one point of access should have a turn-around with a minimum radius of twenty feet (20') at their closed ends.

**2. CURVES**

Minor roads/streets shall have a minimum centerline radius of 300 feet.

Collector roads/streets shall have a minimum centerline radius of 800 feet.

Thoroughfare roads/streets shall have a minimum centerline radius of 1,200 feet.

The maximum tangent separation between points of reverse or compound curves shall be 100 feet. The horizontal and vertical geometric requirements of individual roads shall be designed based on projected traffic characteristics using generally accepted transportation engineering standards.

**3. OFFSETS**

Road/Street offsets should be offset a minimum distance of 125 feet on centerline. Offset distance shall be indicated on the final plat.

**4. INTERSECTIONS**

A. All streets and alleys should intersect at a ninety-degree (90°) angle with variations of ten degrees (10°).

B. Acute angle intersections as may be approved should have thirty-foot (30') or greater radii at acute corners.

C. Road/Street or alley intersections extending to meet an existing road or alley should be tied to the existing road or alley on centerline with dimensions and bearings to show relationship.

**5. CUL-DE-SAC**

A. Turn-a-rounds shall have a minimum right-of-way radius of sixty feet (60').

B. Maximum length of cul-de-sac streets shall be based on the average lot size fronting on the subject street in accordance with the following table:

<u>Average Lot Size Not Greater Than (Ac.)</u>	<u>Cul-de-Sac Length (Ft.)</u>
0.5	600
1.0	800
1.5	1,000
2.5	1,250
5.0	1,800
10.0	2,500
20.0	3,550
30.0	4,350
40.0	5,000
50.0	5,600

C. Temporary turn-a-rounds conforming to the minimum radii requirements shall be used at the end of a road/street, which will be extended in the future. [The following note shall be provided on the final plat when a temporary turn-around is used: "Cross-hatched area is temporary easement for turn-around until street is extended (direction) in a recorded plat."]

**6. PROVISIONAL RESERVES**

A provisional one-foot (1') reserve may be used along the side or end of roads/streets that abut undeveloped acreage tracts. When used, the following note shall be shown on the face of the final plat:

"A one-foot (1') strip is reserved as a buffer separation along and between the side or end of all roads/streets in this subdivision plat where such roads/streets abut adjacent tracts. At such time as the adjacent property is subdivided in a recorded plat, the one-foot (1') reserves at such locations that abut the land in adjoining tracts that have been dedicated to the public for street right-of-way purposes and are shown for such purpose on a recorded plat shall thereupon become vested in the public for road right-of-way purposes."

**7. STREET NAMES**

The names of proposed roads/streets should conform to the names or numbers of existing roads/streets of which they may be or become extensions and shall not duplicate or conflict with the recognized name

of any other road/street located in the county and be in coordination with local postal service, rural addressing and 911 Addressing recommendations.

**8. BLOCK LENGTH**

Maximum block length shall be based on the average lot size fronting on the subject street in accordance with the following table:

<u>Average Lot Size Not Greater Than (Ac.)</u>	<u>Block Length (Ft.)</u>
0.5	1,200
1.0	1,700
1.5	2,000
2.5	2,600
5.0	3,600
10.0	5,100
20.0	7,200
30.0	8,800
40.0	10,100
50.0	11,300

**9. LOTS**

The lot design should provide for adequate width, depth and shape to provide open area to eliminate overcrowding and to be appropriate for the location of the subdivision and for the type of development and use contemplated. Lots should have the side lot lines at right angles to the roads/streets on which the lot faces or radial to curved road/street lines. The depth-to-width ratio for lots should generally range between, 1.5:1 and 2.5:1. Flag type lots shall be avoided; however, if this is the design, all lots must have a minimum right-of-way width of sixty feet (60'). Lot size shall comply with the requirements outlined by the rules of Grimes County, Texas for Private Sewage Facilities and the Texas Commission on Environmental Quality (TCEQ).

**10. REAR AND SIDE DRIVEWAY ACCESS**

Rear and side driveway access to roads/streets, major thoroughfares or freeways shall be avoided.

**11. DOUBLE FRONTAGE LOTS**

Double frontage lots shall be avoided except when they back on major thoroughfares or freeways where access is to be denied.

**12. MINIMUMS FOR RESIDENTIAL LOTS**

**A. Single-Family and Duplexes**

1. Minimum width at building setback line – sixty feet (60').
2. (a) Minimum width at front lot line of all lots shall be sixty feet (60') or in accordance with the driveway permit issued by the Road and Bridge Department.<sup>14</sup>  
 (b) Minimum width at front lot line of pie-shaped lots – forty feet (40') Cul-de-sac or curve.
3. Minimum area of lots serviced with a central sanitary sewer and water system – 7,000 square feet.
4. Minimum area of lots for approved individual septic facilities and individual water systems shall be no less than two (2) acres regardless of whether a standard septic system or an aerobic septic system is applicable; this excludes any land which is situated in the flag pole area of a flag lot and any land in the Special Flood Hazard Area.
5. Minimum area of lots for approved individual septic facilities and public water supply shall be no less than one (1) acre regardless of whether a standard septic system or an aerobic system is applicable; this excludes any land which is situated in the flag pole area of a flag lot and any land in the Special Flood Hazard Area.<sup>14a</sup>
6. Corner lots siding on minor roads/streets should have a minimum width at the building setback line of not less than sixty feet (60').
7. Corner lots siding on major thoroughfare or freeway should have a minimum width at the building setback line of not less than seventy-five feet (75').

<sup>14</sup> Revised on June 10, 2014. See Addendum #1.

<sup>14a</sup> Revised on April 28, 2015. See Addendum #2.

8. Minimum length or depth of lots should be 115 feet (115') except lots facing or backing on a major thoroughfare or freeway should be not less than 125 feet (125') deep.
9. Minimum lot dimensions for manufactured, modular and mobile home subdivisions shall follow all subdivision rules and regulations.

#### **B. Townhouses**

Townhouses included as cluster developments should be evaluated on their own merits.

1. Only one (1) townhouse should be constructed per lot.
2. Townhouses should be served by central sanitary sewer system.
3. Minimum Width - Twenty feet (20'), except the end unit or unit which occupies a corner lot shall provide an additional ten feet (10') per side.
4. Minimum Lot Area – 1,400 square feet.
5. Minimum Number of Lots in a Townhouse Project - Two (2).

#### **C. Multi-Family Apartments**

1. No lot to be used for multi-family or apartment purposes should contain an area of less than 7,000 square feet plus an additional 1,500 square feet for each dwelling unit in excess of two (2) dwelling units within structures to be constructed or occupied upon such a lot.
2. Each lot containing a multi-family complex or apartment should be served by a central sanitary sewer system.

#### **D. Cluster Developments**

1. Each lot should be served by a central sanitary sewer system.
2. Each lot should have a minimum width at front lot line - twenty-five feet (25').
3. Lots may be of various sizes and widths but in no event should the minimum area of any individual lot be less than 1,400 square feet.

#### **E. Condominiums**

1. All residential condominium projects or condominium projects containing residential uses as well as a combination of any other use or uses should be served by a central sanitary sewer system.
2. Only one (1) condominium regime should be established per lot as recorded by the "master deed," "master lease" or "declaration" as found in the Official Records of the County.

#### **F. Manufactured Home Rental Communities**

Requirements are found and referenced and shall follow procedures as outlined in the Infrastructure Standards for Development Plan for Manufactured Home Rental Communities as established in accordance with Local Government Code §232.007. **See Rules for Manufactured Home Rental Communities on Appendix A.**

#### **G. Building Setback Lines**

1. For subdivision of single-family and two-family dwellings, building setback lines adjacent to roads/streets should be shown and labeled on all plats, both preliminary and final, and should be not less than twenty-five feet (25').
2. Front set back lines for collector and thoroughfare streets shall be thirty feet (30').
3. Building setback lines in single-family and two-family dwelling subdivisions from side lot lines, except corner lots, as set forth above should be noted on the plat to be not less than ten feet (10') from a side lot line for the main residential building and five feet (5') for a garage or other out-building.
4. Building setback lines for apartment or multi-family developments should not be less than twenty-five feet (25') from any collector or thoroughfare streets.
5. The minimum street setback line for a townhouse lot should be twenty-five feet (25').

## H. Compensating Common Open Space (Green Space)

In those instances where the proposed lot has a gross area of less than the specified requirement, compensating common open space should be established and provided within the plat boundary or in the other portions of the total development and based upon the following schedule:

Compensating Open Space Requirements (Lots Less Than 5,000 Square Feet in Area)	
Average Area of Lots (Sq. Ft.)	Compensating Open Space Required Per Lot (Square Ft.)
1,400 -2,000	720
2,001-2,500	600
2,501-3,000	500
3,001-3,500	400
3,501-4,000	300
4,001-4,500	200
4,501-less Than 5,000	100

In no instance, however, should the compensating open space contained within any subdivision having special lots be less than 21,780 square feet (1/2 acre) or shall the compensating open space required be in excess of twenty-five percent (25%) of the gross area of the property within the plat boundary exclusive of any public road or street rights-of-way involved. This does not apply to subdivisions having special lots and containing less than ten (10) acres.

Subdivisions having special lots and containing less than ten (10) acres should, however, provide compensating open space in accordance with the schedule. If a plat containing lots requiring compensating open spaces is less than ten (10) acres, but is a part of a latter tract being planned and developed as an overall design, the Commissioners' Court may take into determination of compensating open space requirements provided for herein.

## 13. PRIVATE RESTRICTIONS

A copy of the private restrictions (covenants) of the subdivision is to be recorded with the final plat and shall be submitted for review and comments by the Commissioners' Court. It is recommended that a Home/Property Owners' Association be created and organized to maintain compliance of restrictions and covenants, including subdivision sign and open area(s) maintenance.

## 14. PRIVATE ROADS IN SUBDIVISIONS

Grimes County discourages the use of private roads in subdivisions because, in most cases, the construction and/or maintenance costs become the obligation of owners of property abutting such. The Grimes County Commissioners' Court hereby finds that such does not promote the general welfare of its citizens. If private roads will be used, the plat must contain the relevant notation regarding private roads as found in paragraph 10 of Exhibit B and the procedures established herein regarding security for roads and drainage will remain applicable except that upon inspection by the County's Representative at the end of the maintenance period described herein, the County's Representative will request that the issue of releasing any remaining security without acceptance of the roads into the County Road Network be placed on an agenda for Commissioners' Court consideration. If the Commissioners' Court finds that the improvements in question meet relevant specifications, any remaining security will be released. Should the improvements fail to meet relevant specifications, any security provided for such improvements may be forfeited to the County for the purpose of completing construction of the improvements in accordance with relevant specifications.<sup>15</sup>

A sign shall be placed at the entrance of the subdivision clearly stating that the roads in this subdivision are private roads.

It is recommended that a Home/Property Owners' Association be created and organized to maintain road and drainage structures.

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<sup>15</sup> Revised on June 10, 2014. See Addendum #1.

## **15. GATED COMMUNITIES**

Any residential subdivision or housing development with a vehicular or pedestrian gate that contains two or more dwellings not under common ownership shall be subject to the requirements of Local Government Code, Chapter 352, Subchapter E.

### Definitions (Local Government Code §352.112)

- a. "Gated Community" means a residential subdivision or housing development with a vehicular or pedestrian gate that contains two or more dwellings not under common ownership. The term does not include a multi-unit housing project.
- b. "Multi-unit housing" project means an apartment, condominium, or townhome project that contains two or more dwelling units.

### County Authority to Regulate Vehicular or Pedestrian Gates to Gated Communities and Multi-Unit Housing Projects (Local Government Code §352.113)

To assure reasonable access for fire-fighting vehicles and equipment, emergency medical services vehicles, and law enforcement officers, a county may require the owner or the owners' association of a gated community or multi-unit housing project to comply with this subchapter. Grimes County requires such compliance.

### Lockbox Requirements (Local Government Code §352.114)

- a. Each vehicular gate to the community or multi-unit housing project must have a lockbox within sight of the gate and in close proximity outside the gate. The lockbox at all times must contain a key, card, or code to open the gate or a key switch or cable mechanism that overrides the key, card, or code, that normally opens the gate and allows the gate to be opened manually.
- b. If there are one or more pedestrian gates, at least one pedestrian gate must have a lockbox within sight of the gate and in close proximity outside the gate. The lockbox at all times must contain a key, card, code, key switch, or cable mechanism to open the gate.
- c. If different pedestrian gates are operated by different keys, cards, or codes, the lockbox must contain:
  1. each key, card, or code, properly labeled for its respective gate; or
  2. a single master key, card, or code for a key switch or cable mechanism that will open every gate.
- d. Access to a lockbox required by this section shall be limited to a person or agency providing fire-fighting or emergency medical services or law enforcement for the county.
- e. If a gate is powered by electricity, it must be possible to open the gate without a key, card, code, or key switch if the gate loses electrical power.

### Siren-Operated Sensor Systems for Electric Gates (Local Government Code §352.1145)

The Commissioners' Court of a county by order may require that each electric gate to a gated community or multi-unit housing project be equipped with a gate-operating device that:

1. is approved by the county fire marshal or other similar authority having jurisdiction over fire prevention; and
2. will activate the electric gate on the sounding of an emergency vehicle siren.

### Additional Accessibility Requirements (Local Government Code §352.115)

- a. In a gated community or multi-unit housing project that has one or more vehicular gates:
  1. at least one vehicular gate must be wide enough for fire-fighting vehicles, fire-fighting equipment, emergency medical services vehicles, or law enforcement vehicles to enter; and
  2. at least one driveway apron or entrance from the public right-of-way must be free of permanent obstacles that might impede entry by a vehicle or equipment listed in Subdivision (1).
- b. The county fire marshal or other authority shall waive the vehicular gate width requirements of Subsection (a) for a multi-unit housing project completed before January 1, 2002, if the requirements cannot readily be met because of space limitations or excessive cost. For purposes of this section, \$6,000 per entrance based on the value of the dollar on January 1, 2000, is considered an excessive cost for expanding gate width and achieving an obstacle-free driveway apron or entrance.
- c. A pedestrian gate in a gated community or multi-unit housing project must be located so as to provide firefighters, law enforcement officers, and other emergency personnel reasonable access to each building.

- d. This section does not require a multi-unit housing project to have a vehicular gate or a pedestrian gate.

Building Identification (Local Government Code §352.116)

A county may require each residential building in a multi-unit housing project to have a number or letter in a contrasting color on the side of the building and placed so that the number or letter can be seen from the vehicular driving areas by a responding emergency agency.

County Authority to Require Permit (Local Government Code §352.117)

- a. A county may require the owner or the owners association of a gated community or multi-unit housing project to obtain a permit from the county fire marshal or other authority with fire-fighting jurisdiction in the county to ensure compliance with this subchapter.
- b. A permit may be issued under this subchapter only if the requirements of this subchapter and standards adopted under this subchapter are met.
- c. To pay for the cost of administering the permits, the county may collect a one-time fee not to exceed \$50 from each person to whom a permit is issued under this section.

Suspension or Revocation of License (Local Government Code §352.118)

- a. A permit issued under this subchapter may be suspended or revoked for violation of this subchapter or a regulation adopted under this subchapter after notice and a hearing on a complaint by the county fire marshal or other authority having jurisdiction for fire fighting, emergency medical service, or law enforcement. The hearing shall be held by the Commissioners' Court of the county or by a person or entity designated by the Commissioners' Court.
- b. A permit may be reinstated or a new permit issued if each violation that is a ground of the complaint is corrected within the time prescribed by the entity that holds the hearing.

Limitation on Specific County Standards (Local Government Code §352.119)

- a. A county may not impose under this subchapter specific standards relating to vehicular gate widths, obstacle-free driveway aprons or entrances, pedestrian gate locations, or building numbers that exceed the requirements for new gated communities or new multi-unit housing projects contained in the municipal ordinances of:
  - 1. the municipality within whose extraterritorial jurisdiction the gated community or multi-unit housing project, if the community or project is not within the extraterritorial jurisdiction of a municipality.
  - 2. the municipality nearest, on a straight line, to the boundary of the gated community or multi-unit housing project, if the community or project is not within the extraterritorial jurisdiction of a municipality.
- b. The county fire marshal or other authority with fire-fighting jurisdiction may adopt reasonable standards relating to vehicular gate width, obstacle-free driveway aprons or entrances, pedestrian gate locations, and building numbers if the appropriate municipality described by Subsection (a) has not adopted applicable standards.

Offense (Local Government Code §352.120)

A person who violates this subchapter or a regulation adopted under this subchapter in a county that requires compliance with this subchapter under Section 352.113 commits an offense. An offense under this section is a Class C misdemeanor.

**16. FIRE SUPPRESSION SYSTEM (LOCAL GOVERNMENT CODE §232.109)**

If a subdivision is not served by fire hydrants as part of a centralized water system certified by TCEQ as meeting minimum standards for water utility service, the developer shall construct:

- a. for a subdivision of fewer than 50 houses, 2,500 gallons of storage; or
- b. for a subdivision of 50 or more houses, 2,500 gallons of storage with a centralized water system or 10,000 gallons of storage.

This requirement shall not apply to subdivisions of land resulting in four (4) or fewer lots or subdivisions of land in which all lots will be more than ten (10) acres in size.

## **B. DRAINAGE AND UTILITY EASEMENTS**

### **1. Drainage**

Where conditions require, there should be provided a storm water drainage easement adequate for the purposes, as determined by the developer based on a drainage plan by a Registered Professional Engineer and reviewed and approved by the County. Where such easement is adjacent to lots, tracts or reserves, the easement shall be noted on the final plat as follows:

This easement shall be kept clear of fences, buildings, plants and other obstructions to the operation and maintenance of the drainage facility, and abutting property shall not be permitted to drain into this easement.

### **2. Utilities**

- A. When not located in alleys having a width of not less than twenty feet (20'), the location or width of necessary utility easements should be determined by the public and private utility companies and should connect with easements established in adjoining properties. Each easement shall be shown on the plat and appropriately dedicated.
- B. There also shall be shown on the plat and dedicated for utilities, unobstructed aerial easements and guide wire easements.
- C. Easements as set forth in any applicable County or regional plan for the location of future sewerage or utility facilities shall be provided and indicated upon the plat.
- D. Easements providing for sanitary control shall be shown on any plat where individual sanitary sewer facilities and private water wells are to be utilized.

### **3. Underground Utilities**

- A. If Model Rules are applicable, compliance with such rules regarding water and sewer service facilities is required.
- B. If the following matters relating to utility service to the subdivisions are not required by the Model Rules and are not reviewed by other local governmental entities having jurisdiction over the same, the information shall be submitted to the County for review:
  - 1. The water distribution system showing the size and location of all existing and proposed water mains, service lines, valves, fire hydrants, if provided, and all other water distribution appurtenances within the proposed subdivision, also the location and method of connecting the proposed water lines, water mains and water services to any existing system. Fire hydrants, where provided, must have a six-inch (6") main fire rated service.
  - 2. The sanitary sewer system showing by plan and profiling the size, location and the gradient of all existing and proposed sanitary trunk lines, laterals, manholes and service within the proposed subdivision and the location and method of connecting the proposed sewer system into any existing sanitary sewer system or the proposed location, type, capacity and schematic of operation of proposed treatment plant; such plans, specifications, and permits shall also be approved by the TCEQ or other appropriate reviewing authority.

## **C. CONSTRUCTION REQUIREMENTS**

### **1. General Requirements**

#### **A. APPROVAL PRIOR TO CONSTRUCTION**

After final plat recordation and before beginning any construction of proposed roadways, public utilities, drainage facilities or structures pertaining to any subdivision coming under the provisions of these regulations, the developer shall coordinate the specifications and construction methods for such improvements with the County to achieve mutual agreement and compliance with County standards. Developer is to submit a written notification to County's Representative prior to beginning any road construction improvements. **See Sample Notice of Construction Beginning on Exhibit O.** All improvements shall be constructed in conformity with the provisions of this order.

#### **B. CONSTRUCTION AND MAINTENANCE SECURITY**

Road and drainage improvements shall be installed with a security guaranteeing same for all of the area of any subdivision or portion thereof given final approval and filed for record. **See Construction and Maintenance Bond with Surety on Exhibit N.**

#### **C. OBSERVATION DURING CONSTRUCTION**

The County shall from time to time observe the construction of all drainage structures and roads/streets in the subdivision during the course of construction to see that they comply with the regulations governing the same. In this regard, free access to the subdivision shall be accorded the County by the owner/developer, his agent and employees. Inspection by the County, or its representative, shall not in any way impair or diminish the obligation of the developer to install improvements in the subdivision in accordance with the County's Regulations. The developer shall bear the expenses for these periodic reviews as specified in the Fee Schedule.

All aspects of the drainage and roadway construction are subject to inspection by the County's Representative. No underground facilities shall be covered up prior to inspection. Backfill density shall be tested on all utilities crossing the roadways; a minimum 95% Standard Proctor density is required. TCEQ requirements for depth of cover, backfill materials, and related items shall be adhered to. Roadway construction inspections shall include subgrade stabilization and compaction; County's Representative shall observe proof rolling of the subgrade prior to placement of flexible base material or concrete. Density tests shall also be taken, at locations designated by the County. Areas exhibiting inadequate compaction shall be corrected to the satisfaction of the County's Representative. Testing requirements for subgrade materials, flexible base courses, asphaltic surface courses, and concrete pavement are specified in Sections 2 C thru G of this chapter.<sup>15a</sup>

#### **D. REVISION TO REGULATIONS**

The regulations for roads/streets, parkways, driveway entrances and curbs and gutters are established and set forth herein. The Commissioners' Court may alter all other regulations, which are referred to herein, but not included, from time to time without requiring an amendment to this order; such regulations being subject to change from time to time by motion duly adopted by the Commissioners' Court. Any such changes or alterations shall be immediately noted upon such regulations.

#### **E. RECORD CONSTRUCTION PLANS (Underground Utilities)**

After all required improvements have been completed by the owner or developer of the subdivision, one (1) set of record construction plans of all underground utilities and street improvements that have been constructed shall be filed with the County's Representative within ninety (90) days after completion of all required improvements.

#### **F. TRAFFIC CONTROL DEVICES**

The subdivision developer will be required to properly install (in conformance with the Texas Manual on Uniform Traffic Control Devices for Streets and Highways) the following signs:

1. **Subdivision Sign**: A subdivision sign bearing the name of the development shall be provided at the public entrance in a clearly visible location. The sign shall be composed of a durable, all-weather design, with a minimum of fifty square feet (50 sq. ft.) in surface area, and shall be reflective, or internally/externally lighted. Sign placement should be in a designated sign easement or reserve. The Developer or Homeowners Association will be responsible for the maintenance and upkeep of sign and area.
2. **Street Signs**: At each street intersection, one (1) minimum 1-1/2 inch inside diameter galvanized pipe standard, with stubs set in concrete, on which is attached, acceptable four (4) way assembly hardware, engineer grade aluminum plate road name signs with four-inch (4") letters on six-inch (6") background made of high-intensity prismatic material, or approved equivalent. Height of sign above natural ground shall be approximately seven feet (7').

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<sup>15a</sup> Revised March 28, 2018. See Addendum #4.

3. **Traffic Signs**: At intersections and locations designated by the Texas Manual on Uniform Traffic Control Devices for Streets and Highways) or at the request of the County “Stop” signs and “Yield” signs made of high-intensity prismatic material, or approved equivalent, mounted on galvanized pipe, shall be installed.
4. **Signalization**: Signalization of intersections will be reviewed and approved on an individual basis with proper warrant studies submitted to the County.
5. **Speed Limit**: Any and all speed limit signage must be in accordance with the Texas Traffic Laws Subchapter H Speed Restrictions.

**G. CHANGE IN PLANS**

In the event construction necessitates change in plans and specifications, approval by the County will be required.

**H. MAILBOX/ STRUCTURE AND PLACEMENT**

The following guidelines and requirements are for mail/newspaper receptacles placed within the road right-of-way. Proper placement is an essential key in providing ease and safety for postal carriers and other motorists. Every effort should be taken to use safe materials. Grimes County encourages property owners to exercise caution in determining the materials to be used. The receptacle should be constructed of light sheet metal or plastic conforming to the U.S. Postal Service requirements.

Placement of receptacles:

- Should be discussed with postal carrier,
- Should not obstruct the view of any traffic signage,
- Should not create a hazard, and
- Must not interfere with traffic.

All receptacles are to meet requirements set forth by the USPS.

No arm extensions are to extend into the roadway area.

**2. Minimum Standards for Improvement of Roads and Streets**

**A. Curb And Gutter Sections**

Streets or roads with curb and gutter sections shall be constructed of portland cement concrete or asphaltic surfaced flexible base sections.

1. Local streets or roads shall have a minimum width of thirty feet (30') back-to-back of curb.
2. Collector streets or roads shall have a minimum width of forty feet (40') back-to-back of curb.
3. Major streets, roads or thoroughfares shall be considered on a case-by-case basis and shall be designed in accordance with generally accepted engineering standards to meet the traffic demands thereof.
4. Each of the facilities described in 1-3 shall be constructed of concrete or flexible pavement in accordance with the standards outlined herein.

**B. Open Ditch Sections**

Streets/roads with an open ditch section shall have a roadway base crown and surface with the following minimum widths:

1. Local streets or roads shall have a minimum base width of twenty-two feet (22'), a minimum paved surface of twenty feet (20') and a minimum cross slope of 1/4 inch per foot.
2. Collector streets or roads shall have a minimum base width of forty-two feet (42'), a minimum paved surface of forty feet (40') and a minimum cross slope of 1/4 inch per foot.
3. Major streets or thoroughfares shall be considered on a case-by-case basis and shall be designed in accordance with generally accepted engineering standards to meet the traffic demands thereof.
4. Each of the facilities described in 1-3 shall be constructed of concrete or flexible base with asphalt paved surface in accordance with the standards outlined herein.<sup>15b</sup>

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<sup>15b</sup> Revised March 28, 2018. See Addendum #4.

**MINIMUM REQUIREMENTS**

Type	ROW Width	Ditch Area	Road Base	Surface Course
Local Road	60'	38'	22'	20'
Cul-de-Sac	120'	28'	92'	90'
Collector	90'	48'	42'	40'
Thorough Fare	Case	BY	Case	**

\*\* Case-by-Case

**C. Sub-grade**

1. Sub-grades for all types of roads shall be accurately shaped prior to placing base material or pavement thereon and shall be compacted to provide for uniform density capable of supporting the pavement loads to be imposed there upon. Unstable sub-grade is to be carefully stabilized by the addition of lime or cement or removing the unstable area and placing therein-suitable sub-grade material. Sub-grade stabilization requirements shall be determined in accordance with the following table:

**Sub-Grade Stabilization Requirements**

P.I. = Plasticity Index

L.L. = Liquid Limit

If P.I. >20 and L.L. ≤35, Lime Stabilize Sub-grade

If P.I. >15 and L.L. ≥36, Lime Stabilize Sub-grade

If P.I. ≤-5, Cement Stabilize Sub-grade

Acceptable soils other than those defined by the limits above do not require stabilization.

**Percent & Lime Or Cement Required (By Weight)**

P. I.	Percentage Required	Material
≤5	5	Cement
<25	5	Lime
26 to 33	6	Lime
34 to 40	7	Lime
>40	Determine by ASTM C977	Lime

2. All sub-grades shall be compacted to ninety-five percent (95%) Standard Procter Density. Compaction shall be accomplished by use of approved and acceptable mixing and rolling equipment and construction methods.

**D. Flexible Base Course**

1. Flexible base course shall be provided, placed and constructed in accordance with the provisions of Item 247 - Flexible Base of the TxDOT Standards.
2. Flexible base shall consist of a Type A, Grade 2 as set forth by the TxDOT Standards.
3. Flexible base course shall be a minimum of six-inch (6") compacted depth for local or minor road facilities. For collector or thoroughfare facilities, a pavement design section should be prepared by a Registered Professional Engineer and submitted to the County for approval.
4. Flexible base material shall be approved by the County prior to the beginning of construction.
5. Flexible base material shall be compacted to ninety-eight percent (98%) of Modified Procter density.

**E. Surface Course**

For local or minor roadways, a surface or wearing course shall be provided using hot mix asphaltic concrete or in lieu of the hot mix pavement, a two (2) course surface treatment, with a re-seal prior to the road being accepted into the county road system, shall be placed and constructed in accordance with the provisions of Item 316 of the TxDOT Standards. For collector or thoroughfare facilities, a surface or wearing course is required and limited to the use of hot mix asphaltic concrete.

1. Hot mix asphaltic concrete shall be provided, placed and constructed in accordance with the provisions of Item 340 - Hot Mix Asphaltic Concrete Pavement and of related items of the TxDOT Standards. Local roads or streets shall have a compacted depth of not less than 2.0 inches. Collectors and thoroughfares shall have a compacted depth of not less than 2.0 inches. Hot mix shall be compacted to ninety-six percent (96%) or greater of the laboratory density as determined by Texas Method 207-F.
2. The County prior to construction shall approve hot mix material sources.
3. Asphalt paving shall be applied only under acceptable temperature and surface conditions.
4. For local or minor roads, a two (2) course surface treatment may be used in lieu of the hot mix pavement. A two (2) course surface treatment shall be provided, placed and constructed in accordance with the provisions of Item 316 of the TxDOT Standards. A single course re-seal shall be performed prior to the road being accepted into the county road system.
5. Aggregate sources shall be approved by the County prior to construction.

**F. Concrete Pavement**

1. Concrete pavement shall be provided, placed and constructed in accordance with the provisions of Item 360 - Concrete Pavement and related items of the TxDOT Standards.
2. Minimum thickness shall be six-inch (6") uniform thickness for Portland cement concrete construction. Unless otherwise approved, Class A (3,000 psi) concrete shall be provided.
3. Expansion Joints - All slabs shall be provided with an acceptance load transmission device at expansion joint, with expansion joints at approximately eighty-foot (80') intervals. Expansion joints shall also be placed at all structures and at curb return at street intersections. Material for expansion joints shall be redwood or equal material.
4. Contraction joints (dummy joints) shall have an approximate spacing of twenty feet (20').
5. Construction joints (transverse), when not placed at expansion or contraction joints, shall not be closer than ten feet (10') to an expansion or contraction joint. Longitudinal construction joints shall be at the centerline of the pavement and at approved locations for greater width pavements.
6. Reinforcing Steel - Concrete pavement shall be reinforced with 3/8" inch round deformed steel bars spaced not more than eighteen inches (18") center-to-center each way.
7. Curbs shall be constructed monolithic or shall be doweled to the pavement.
8. Minimum gutter gradients and inlet spacing shall be in accordance with drainage requirements.
9. Hot-poured asphaltic-joint sealing compound or equivalent shall be used at all expansion joints, construction joints and contraction joints. Expansion joints made with 3/4" inch (Crowned Section) asphalt saturated fiberboard shall have hot-poured asphaltic joint sealing or its equivalent in top one-inch (1").

**G. Materials Testing**

1. All tests and retests shall be by an approved commercial testing laboratory. All related costs are to be borne by the developer.
2. Copies of all materials test reports shall be submitted to the County.
3. Sub-grade shall be tested a minimum of every 500 feet for density. Base courses shall be tested a minimum of every 500 feet for density and depth. Proctor curves will be required for each specific material type.
4. Hot mix shall be tested a minimum of every 500 feet for density and depth. The job mix formula shall be designed in accordance with TxDOT Standards.
5. Surface course thickness shall be tested by the coring method.
6. Concrete shall be tested for compressive strength at seven (7) and twenty-eight (28) days. One (1) set of cylinders [three (3)] shall be tested for each 1,000 square yards of pavement. Structures shall be tested on the basis of one (1) set (3) per 100 cubic yards.

7. Concrete pavement shall be tested by coring a minimum of every 1,000 feet for thickness; minimum of three (3) tests are required.

**H. Supervision and Monitoring Of Construction**

The developer shall provide adequate on-site superintendence to projects connected to the subdivision in order that adherence to plans and specifications may be assured.

Careful and particular inspection must be made of the sub-grade, form lines and grades prior to and while the base material or pavement is being laid in order to attain a true line, a uniform thickness, and a smooth riding surface. One (1) complete set of record construction drawings, certified to by the project design Engineer, shall be furnished for the County.

**I. Record Drawings**

The record drawings shall be accompanied by a certification from a Registered Professional Engineer that all work was in substantial accordance with plans and specifications as outlined in the drawings.

## **D. DRAINAGE, STORM SEWERS AND CULVERTS**

### **1. RUNOFF CALCULATIONS**

The rational method of determining the runoff shall be used for areas both inside subdivision and outside subdivision.

### **2. VELOCITY**

Sewers shall be designed to carry the discharges, but must have a design velocity of not less than 3.0 feet per second nor more than 10.0 feet per second.

### **3. MANHOLE SPACING**

At all sewer intersections, street intersections and a maximum spacing of 750 feet on straight lines.

### **4. TYPES OF CONSTRUCTION**

- A. Reinforced pre-cast concrete pipe shall be used as specified by the manufacturer as to depth of fill. Jointing of pipe may be either an approved mastic or rubber gasket joint.
- B. Monolithic, reinforced concrete sewers may be used for all storm sewers forty-two inches (42") in diameter or larger.
- C. Corrugated Galvanized Pipe may be used for culverts in accordance with TxDOT Standards.
- D. All culverts and open-ended storm sewers shall be terminated with 6:1 sloping ends in proposed rights-of-way and headwall structures of discharge points.

### **5. MINIMUM SIZE**

Design of storm sewers shall follow acceptable engineering practice using not less than eighteen inch (18") diameter pipe.

### **6. EXCAVATION AND BACKFILL**

The bottom of the storm sewer trenches shall be accurately hand graded and the pipe properly bedded. The backfilling shall be done in such a manner as to not disturb the pipe or the jointing material. The compaction across future roadway sections shall be comparable to the specified pavement section density.

### **7. STREETS WITH CURB AND GUTTER SECTION**

- A. Location of Storm Sewers - Storm sewers shall not be placed under pavement unless specifically authorized by the County; when authorized to be placed under pavement, the excavation shall be backfilled with cement stabilized processed sand, a 1-1/2 sack per ton minimum, or cement stabilized bank-sand 1-1/2 sack per ton minimum to within one foot (1') of sub-grade.
- B. Grades
  - 1. Minimum Gradient on Gutters - 0.25%.
  - Maximum Gradient on Gutters - 7.00%.
  - 2. Minimum Drop Around Curb Return -0.10 feet.
  - 3. When a curb and gutter section intersects a drainage ditch, the grade of the gutter shall be above the design water surface of the ditch.
- C. Inlets - Inlets spaced to serve runoffs from the area at a rate consistent with drainage design requirements.
  - 1. Inlets shall be spaced so that maximum travel distance of water in gutter will not exceed 750 feet.
  - 2. Inlets shall be placed at all low points on gutter gradient.
- D. Inlet Size and Allowable Design Discharge
  - 1. Throat 5" x 5'0" Capacity - 5.0 cfs.
  - 2. Throat 6" x 3'0" Capacity - 3.5 cfs.
- E. Leads from inlets to be of such size as to be able to carry the design discharge of the inlet served, but not less than eighteen-inch (18") diameter.
- F. Valley Gutters are not permitted; except valley gutter curb grades through intersections, with approval by the County.

## **8. ROAD SECTION WITH OPEN DITCHES**

- A. Minimum Grade on Ditches - 0.15 percent, 0.30 percent desirable.  
Maximum Grade on Ditches - 7.00 percent.
- B. Ditch section to handle design discharge as derived by the rational method, or as may be determined by study of the drainage area.
- C. Side slopes of ditch not steeper than 3:1 front slope, or 2:1 back slope.
- D. Culverts
  - 1. Designed to carry ditch discharge and not less than the equivalent of an eighteen-inch (18") pipe.
  - 2. All driveways to have culverts if determined by drainage analysis.

## **9. OUTFALL**

Outfalls from sewers and ditches into drainage ways or natural navigable waterways shall enter at the grade of the drainage channel. If necessary, riprap and/or drop type outfall structures shall be used to prevent erosion. When the drop type outfall structure is used, it shall be placed so that the structure will not interfere with maintenance of the channel.

## **10. MAJOR STRUCTURES**

If the developer proposes to construct major structures, such as box culverts or bridges across drainage channels, such structures shall conform to current standards for culverts and bridges and specifications of TxDOT.

- A. Bridge plans and Inspection: It shall be the responsibility of the developer to obtain and supply a detailed plan of the Bridge Design and supply certification.
- B. All bridges are to be designed to minimum HS-20 load design.
- C. Bridge Widths
  - 1. Where there are no curbs on approach pavement, the width of bridge from curb face to curb face, shall be the width of approach road pavement edges, plus four feet (4").
  - 2. Where curbs are on approach pavement, the width of the bridge from curb face to curb face shall be the same as the width between curb faces on the approach road.

## **E. DRAINAGE PLAN**

Two (2) copies of a complete and detailed drainage plan prepared and sealed by a Professional Engineer, registered by the State of Texas, shall be submitted to the County Road and Bridge Administrator's Office along with the preliminary plat and for any and all developments which shall be constructing any new roads/streets or alleys.

This drainage plan shall provide for the handling of runoff entering the development from adjacent property, runoff within the development and runoff leaving the development to an acceptable outfall. An inset should be shown on the drainage plan at a scale that will allow any off-site drainage areas to be shown in their entirety.

The drainage plan should show contour lines of the existing property, any natural drainage ways, proposed ditches and culverts with the direction of flow indicated and the drainage areas clearly marked and numbered. At each proposed drainage structure the following information should be shown:

- a. The drainage area number or numbers which will flow through the proposed structure,
- b. The total acreage of the drainage area and the calculated flow rate.

Typical sections of the proposed roadway and ditches as well as typical sections of all proposed drainage easements will also be required. The proposed section of the ditches and drainage easements must be based on hydraulic computations to provide adequate capacity.

Drainage calculations shall be made using the Rational Method or some other acceptable method.

Drainage for major thoroughfares shall be designed using:

- a. twenty-five (25) year design frequency for open ditch drainage and
- b. ten (10) year frequency for curb and gutter and/or storm sewer drainage.

Drainage for collector streets, minor streets, loop roads and cul-de-sacs shall be designed using:

- a. ten (10) year frequency or open ditch drainage and
- b. five (5) year frequency for curb and gutter and/or storm sewer drainage.

All outfall ditches shall be designed to handle a 100-year frequency rainfall.

For curb and gutter streets, storm water drainage system by plans and profile the means and methods of draining the proposed subdivision, showing in detail all existing and proposed drainage structures and the means and method of connecting the proposed drainage system into any existing drainage system and the means and methods of sediment control shall be shown.

Where open ditch drainage is proposed, an adequate number of outfall ditches should be provided to prevent any road ditch from being deeper than four feet (4") below natural ground with three feet (3") being desirable.

The characteristics of an individual development may be such that additional calculations plans and details may be required both for proper review and for construction. The County shall notify the developer as this need becomes evident. Detention Ponds will be required as deemed necessary.

The developer shall present on the Drainage Plan all proposed driveway culvert sizes for each lot. This plan, when approved by the County, shall be used as a guide to new driveway construction. Prior to acceptance into the County road system it is the duty and responsibility of the developer to notify each purchasing landowner of driveway pipe construction requirements and responsibilities. The subdivision developer will be held responsible to notify builders or lot owners of this requirement by placing it in the deed restrictions. The placement of driveway pipe shall be controlled by the County or other responsible public entity, etc., to insure proper size and grade once accepted into the County road system. It shall be

demonstrated in the drainage plan that any increased runoff from the proposed development, under typical hydrologic and meteorological conditions, will not result in significant increases in flood damage to downstream property. Detention Ponds will be required as necessary.

The two (2) copies of the Drainage Plan shall be distributed to the County Road and Bridge Administrator.

## **F. SEDIMENT AND EROSION**

The subdivider shall provide effective sediment control measures in the planning and construction of subdivisions. These measures shall comply with the latest TxDOT guidelines and requirements of the Environmental Protection Agency National Pollution Discharge Elimination System (NPDES) program.

## **G. PERMANENT EROSION CONTROL**

At such time as construction of roads is complete the right-of-way shall be seeded from the roadway crown to the right-of-way line for open ditch sections. Curb and gutter sections shall be seeded from curb line to right-of-way line.

### **Seeding Rates:**

*October through February*  
Rye 20 lb/acre  
Bermuda (Hulled) 15 lb/acre  
Bermuda (Unhulled) 15 lb/acre

*March through September*  
Bermuda (Hulled) 20 lb/acre

### **Fertilizer & Rate**

*All Seasons*  
13-13-13 or approved alternate  
500 lb/acre

## **H. ROAD ACCEPTANCE PROCEDURE**

All conditions of final plat approval must be met prior to roads being accepted into the maintenance period. All construction must be in accordance with approved plans and construction standards set forth herein, or as amended and adopted by the Commissioners' Court.<sup>16</sup>

**ACCEPTANCE INTO MAINTENANCE PERIOD** – The developer shall notify the County's Representative, in writing, prior to the completion of the road construction improvements. **See Sample Notice of Construction Complete on Exhibit P.** The developer shall provide copies of the quality control test results performed by a certified testing laboratory (all at the developer's expense). The County's Representative shall then inspect the roads and improvements and give written notice of any observed deficiencies. Upon rectification of deficiencies, a request to place the improved roads into the maintenance period shall be forwarded to Commissioners' Court for consideration. Upon acceptance into a maintenance period, the developer's security will then be reduced to twenty percent (20%) of total construction cost of the improvements.<sup>17</sup>

**FINAL ROAD ACCEPTANCE INTO COUNTY ROAD NETWORK FOR MAINTENANCE** – At least 60 days prior to the expiration of the appropriate maintenance period, the developer shall be responsible for submitting a written request for acceptance of the subject roads into the County Road Network for Maintenance. See *Sample Notice of Maintenance Period Ending on Exhibit Q.*<sup>18</sup>

**Asphalt Roads:** For asphalt roads, the required Maintenance Period shall be a *minimum* of one year, and at least 50% of the lots within the subdivision section under consideration shall have been developed prior to the release of the developer's security. If the requirement for 50% development has not been met, then the Maintenance Period shall continue, current maintenance deficiencies shall be corrected, and the

<sup>16</sup> Revised on June 10, 2014. See Addendum #1.

<sup>17</sup> Revised on June 10, 2014. See Addendum #1.

<sup>18</sup> Revised on March 28, 2018. See Addendum #4.

developer's security shall be extended for an additional year. This process will be repeated annually until the minimum 50% development criteria has been met.

**Concrete Roads:** For concrete roads, the required Maintenance Period shall be a *minimum* of one year, prior to the release of the developer's security. No development (build-out) criteria exist for concrete roads.

After notification that the appropriate maintenance period is due to expire, the County's Representative will perform an inspection. If deficiencies are observed, notice of such shall be forwarded to the developer for correction. Once the deficiencies have been corrected and the County Representative confirms that all of the requirements for acceptance of the roads have been met, the request will be placed on the Commissioners' Court agenda for consideration of acceptance by the Commissioners' Court of such roads into the County Road Network for Maintenance. Upon acceptance into the County Road Network for Maintenance by the Commissioners' Court, the developer's security shall then be released. Should the developer fail to (1) correct the deficiencies noted, (2) notify the County's Representative at least sixty (60) days before the expiration of the maintenance period, or (3) request an extension of time as provided by paragraph XII D. 6. A., any security provided for such improvements will be forfeited to the County for the purpose of correcting such deficiencies as have been noted in the inspection. Alternatively, should the County Representative determine that the maintenance bond is insufficient to bring the roads to current county specifications, the County may refuse to accept the roads into the County Road Network for Maintenance.<sup>19</sup>

**Grimes County discourages the use of private roads in subdivisions because, in most cases, the construction and/or maintenance costs become the obligation of owners of property abutting such. The Grimes County Commissioners' Court hereby finds that such does not promote the general welfare of its citizens. If private roads will be used, the plat must contain the relevant notation regarding private roads as found in paragraph 10 of Exhibit B and the procedures established herein regarding security for such roads and drainage will remain applicable except that upon inspection by the County's Representative at the end of the maintenance period described herein, the County's Representative will request that the issue of releasing any remaining security without acceptance of the roads into the County Road Network be placed on an agenda for Commissioners' Court consideration. If the Commissioners' Court finds that the improvements in question meet relevant specifications, any remaining security will be released. Should the improvements fail to meet relevant specifications, any security provided for such improvements may be forfeited to the County for the purpose of completing construction of the improvements in accordance with relevant specifications.<sup>20</sup>**

**A sign shall be placed at the entrance of the subdivision clearly stating that the roads in this subdivision are private roads.**

**It is recommended that a Home/Property Owners' Association be created and organized to maintain road and drainage structures.**

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<sup>19</sup> Revised on March 28, 2018. See Addendum #4.

<sup>20</sup> Revised on June 10, 2014. See Addendum #1.

# **EXHIBIT A**



## DEVELOPMENT CHRONOLOGY

### GRIMES COUNTY Road and Bridge Department

*The following is an example of a basic chronological order of a typical subdivision development. It is not intended to replace or supersede the specific provisions of the listed rules and regulations.*

**General Information Sheet** of Proposed Development – Developer provides information for location and contact.

**Pre-Development Discussion** – Determines what type of development is forthcoming and what platting requirements are required.

**Preliminary Submission:** Development Application  
Preliminary Plat  
Fees  
Drainage Plan if applicable

**Preliminary Plat Review**

**Preliminary Plat Results**

**Preliminary Plat Presented** to Commissioners' Court

**Authorization to Proceed to Final Plat**

**Final Plat Submission** with all required documents/attachments:

- Tax certificate (original)
- Title Information
- Easement Coordination (If applicable)
- Restrictive Covenants (If applicable)
- Plans and Specifications for Water and Wastewater Facilities with Engineer's Certification (If applicable)
- Plans and Specifications for Roadway and Drainage (if creating access)
- Security (Bond or Letter of credit)
  - Roads and Drainage (if creating access)
  - Water and Sewer Facilities
- Warranty (maintenance period)
- Environmental OSSF (Compliance Letter)
- 911 Addressing (Road name approval)
- County Attorney (Approval of Security)
- Approval by Development Coordinator
- Fees

**Final Plat Review** – Correct any deficiencies

**Final Plat presented to Commissioners Court** for approval

**Record Final Plat** – County Clerk's Office

Lot sales and transactions commence

**Written Notification to Road and Bridge Administrator** – of road construction beginning date

Construction of improvements begin with periodic construction reviews made by County's Representative(s)

**Written Notification to Environmental Department** -- of water and sewer facilities construction (if not previously completed)

\*\*\*\*\*

**Written notice of completion** of construction of roads/drainage and water/sewer services

**Final inspection of improvements** made by county or County's Representative(s)

Remedial work (if required)

Re-Inspect (if required)

**Final Acceptance of Water and Sewer Service Facilities**

**Release of Security for Water and Sewer Service Facilities**

**Initial acceptance by Commissioners' Court** of road and drainage to begin maintenance period<sup>21</sup>

**Security Reduction**

**Re-seal -Third course treatment** prior to end of maintenance period<sup>22</sup>

**Development of at least 50% of the tracts** (for asphalt roads only)<sup>23</sup>

**Notify Road and Bridge Dept. for final inspection** (at least 60 days prior to the expiration of maintenance period but after development of at least 50% of the tracts for asphalt roads)<sup>24</sup>

**Inspection by County's Representative**

Remedial work (If necessary)

Re-Inspect (If necessary)

Confirmation that development of at least 50% of the tracts has occurred (for asphalt roads)<sup>25</sup>

**Final acceptance of Roads into County Road Network for Maintenance** – Commissioners' Court approval

**Release of Security for Roads and Drainage**

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<sup>21</sup> Revised on June 10, 2014. See Addendum #1.

<sup>22</sup> Revised on June 10, 2014. See Addendum #1.

<sup>23</sup> Revised on March 28, 2018. See Addendum #4.

<sup>24</sup> Revised on March 28, 2018. See Addendum #4

<sup>25</sup> Revised on March 28, 2018. See Addendum #4.

# **EXHIBIT B**

# DEDICATIONS, CERTIFICATIONS, ACKNOWLEDGMENTS

THE FOLLOWING IS THE FORM OF DEDICATION  
TO BE UTILIZED ON SUBDIVISION AND RE-SUBDIVISION PLATS

CHOOSE THE APPROPRIATE FORM FOR THE DEVELOPMENT PLATTED WHERE APPLICABLE.

## 1. OWNER DEDICATION

### A. DEDICATION FOR INDIVIDUAL(S)

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

I (or We), (name of owner or names of owners), owner (or owners) of the property subdivided in the above and foregoing map of the (name of subdivision), do hereby make subdivision of said property, according to lines streets, lots, alleys, parks, building lines, and easements therein shown, and designate said subdivision as (name of subdivision) in the (name of survey), Grimes County, Texas; and dedicate to public use, as such, the streets, alleys, parks and easements shown thereon forever and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind myself (or ourselves), my (or our) heirs and assigns to warrant and forever defend the title to the land so dedicated.

**(The following paragraph is to be used when the subdivision is outside the corporate limits of any city and within Grimes County:)**

This is to certify that I (or we), (name(s) of owner(s)), have complied with or will comply with all regulations heretofore on file with the County and adopted by the Commissioners' Court of Grimes County."

**(The following paragraph is required for overhead lines in easements:)**

"There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide for a plant twenty (20) feet above the ground upward, located adjacent to all easements shown hereon."

**(The following paragraphs are to be used when the subdivision is outside the corporate limits of any city and in Grimes County:)**

"FURTHER, I (or we), do hereby dedicate forever to the public a strip of land a minimum of fifteen (15) feet wide on each side of the centerline of any and all gullies, ravines, draws, sloughs or other natural drainage courses located in said subdivision, as easements for drainage purposes, giving Grimes County and/or any other public agency the right to enter upon said easement at any and all times for the purpose of construction and/or maintaining drainage work and/or structure".

"FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title of the property, and shall be enforceable, at the option of Grimes County, by Grimes County or any citizen thereof, by injunction as follows:

- 1.) The drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
- 2.) Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater."

**(The following paragraph is to be used when applicable for all residential subdivisions:)**

“FURTHER, I (or we) do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon (or the placement of manufactured housing subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately, unless otherwise noted.

WITNESS my hand (or our hands) in \_\_\_\_\_, Grimes County, Texas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of owner)

\_\_\_\_\_  
(Printed name of owner)

\_\_\_\_\_  
(Signature of owner(s))

\_\_\_\_\_  
(Printed name of owner(s))

**\* \* \* \* \* Note: All owner(s) signature(s) shall be acknowledged by a Notary Public. \* \* \* \* \***

**B. DEDICATION FOR CORPORATIONS**

THE STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

We, (*name of President*) and (*name of Secretary*), President and Secretary, respectively of (*name of company*), owner of the property subdivided in the above and foregoing map of (*name of subdivision*), do hereby make subdivision of said property for and on behalf of said (*name of company*) according to the lines, streets, lots, alleys, parks, building lines and easements thereon shown and designate said subdivision as (*name of subdivision*), located in the (*name of survey*), Grimes County, Texas, and on behalf of said (*name of company*) and dedicate to public use, as such, the streets, alleys, parks and easements shown thereon forever, and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

**(The following paragraph is to be used when the subdivision is outside the corporate limits of any city and within Grimes County:)**

“This is to certify that we, (*name of President*) and (*name of Secretary*), president and secretary, respectively of (*name of company*) owner of the property subdivided in the above and foregoing map of (*name of subdivision*) have complied or will comply with all regulations heretofore on file with the County and adopted by the Commissioners’ Court of Grimes County, Texas.”

**(The following paragraph is required for overhead lines in easements:)**

“There is also dedicated for utilities an obstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located adjacent to all easements shown hereon.”

**(The following paragraphs are to be used when the subdivision is outside the city limits of any city and within Grimes County:)**

"FURTHER we, (*name of company*), do hereby dedicate forever to the public a strip, a minimum of land fifteen (15) feet wide on each side of the centerline of any and all gullies, ravines, draws, sloughs or other natural drainage courses located in the said subdivision, as easements for drainage purposes, giving Grimes County and/or any other public agency the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures."

"FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its uses, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Grimes County, by Grimes County or any citizen thereof, by injunction as follows:

- 1.) That drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
- 2.) Drainage structures under Private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

**(The following paragraph is to be used when applicable for all residential subdivisions:)**

"FURTHER, I (or we) do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon (or the placement of manufactured housing subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately, unless otherwise noted."

IN TESTIMONY WHEREOF, the (*name of company*) has caused these presents to be signed by (*name of President*) its President, thereunto authorized, attested by its Secretary, (*name of Secretary*), and its common seal hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature of Company President)

\_\_\_\_\_  
(Printed name of Company President)

ATTEST: \_\_\_\_\_  
(Signature of Company Secretary)

\_\_\_\_\_  
(Printed name of Company Secretary)

**\*\*\*\* Note: All owner(s) signature(s) shall be acknowledged by a Notary Public \*\*\*\***

**C. ALTERNATIVE PARAGRAPHS TO BE USED AS APPROPRIATE AND AS FOLLOWS:**

**1. When private roads/streets are established within the plat.**

FURTHER, I (or we) do hereby covenant and agree that those streets located within the boundaries of this plat specifically noted as private streets, shall be hereby established and maintained as private streets by the owners, heirs and assigns to property located within the boundaries of this plat and always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever



B. ACKNOWLEDGMENT FOR CORPORATIONS

THE STATE OF TEXAS §
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Printed name

\_\_\_\_\_  
Notary Commission Expiration

(Seal)

4. SURVEYOR'S ACKNOWLEDGMENT

This is to certify that I, (name of surveyor) a Registered Professional Land Surveyor of the State of Texas, Registration No. \_\_\_\_\_ have platted the above subdivision from an actual survey on the ground meeting all minimum standards as set forth by the TBPLS; and that all easements as appear of record in the office of the County Clerk of Grimes County, Texas, are depicted thereon and that all lot corners, angle points and points of curve are properly marked with iron rods of minimum 5/8 inch diameter and thirty (30) inches long, and that this plat correctly represents that survey made by me.

\_\_\_\_\_  
(Surveyor Signature)

\_\_\_\_\_  
(Texas Registration No),

(Seal)

5. INCORPORATED CITY ACKNOWLEDGMENT

(The following paragraph is to be used when the subdivision is inside the corporate limits of any city or within any city's extraterritorial jurisdiction. Any specific city's declaration may vary some what:)

"This is to certify that the City Commission (or Council) of the City of \_\_\_\_\_ Texas, has approved this plat and subdivision of (name of subdivision) as shown hereon."

"IN TESTIMONY WHEREOF, witness the official signature of the Mayor and Secretary of the City Commission (or Council) of the City of \_\_\_\_\_ Texas, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_".

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Printed name

**6. COMMISSIONERS' COURT ACKNOWLEDGMENT**

(The following paragraph is to be used when the subdivision is outside any city limits and within Grimes County:)

"APPROVED by the Commissioners' Court of Grimes County, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_."

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner, Precinct 1

\_\_\_\_\_  
Commissioner, Precinct 3

\_\_\_\_\_  
Commissioner, Precinct 2

\_\_\_\_\_  
Commissioner, Precinct 4

**7. COUNTY CLERK FILING ACKNOWLEDGMENT STATEMENT**

THE STATE OF TEXAS       §  
COUNTY OF GRIMES       §

I, \_\_\_\_\_, Clerk of the County Court of Grimes County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock. \_\_.m, and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock. \_\_.m, in Document No. \_\_\_\_\_ of record in the Plat Records of Grimes County, Texas.

WITNESS MY HAND AND SEAL OF OFFICE, at Anderson, Grimes County, Texas, the day and date last above written.

\_\_\_\_\_  
Clerk of the County Court  
Grimes County, Texas

**8. DIRECTIONS FOR PROPER DEDICATION EXECUTION**

All plats submitted for approval, and recording, shall have original signatures in **black** ink. Each signature shall have, immediately under it in legible lettering or typing in **black** ink, the name corresponding to the original signature. All corporate, legal, license and registration seals shall be affixed and darkened in such as manner as to be legible.

**9. NOTATION FOR ALL PLATS**

"No road, street or passageway set aside in this Plat shall be maintained by Grimes County, Texas in the absence of an express Order of the Commissioners' Court entered of record in the minutes of the Commissioners' Court of Grimes County, Texas specifically accepting such road, street or passageway for county maintenance."

**10. NOTATION FOR ALL PLATS CONTAINING PRIVATE ROADS**

"This subdivision contains private roads which are not intended to ever become public roads. State law prohibits Grimes County from maintaining private roads. Private roads will never be maintained by Grimes County, Texas."

# **EXHIBIT C**

## Sample Variance Request

**Landowner Name**

Address

City, State Zip

Phone

Date

Grimes County  
County Representative  
P.O. Box 593  
Anderson, TX 77830

Dear County Representative:

I am currently working on selling approximately 5.0 acres of my 15.0 acres in the A.A. Sample Survey, A-123. This division fronts Sample Rd., in Precinct 5, and is outside the ETJ of any city limits. To the best of my knowledge this property has not been granted a variance of this nature prior to my request, of which I do understand it is my responsibility to determine.

The division of the subject property will meet or exceed the minimum requirement (60') of road frontage by having approximately 120 feet on Sampler Rd.; water shall be supplied by well systems since the availability of community water is not present [1]; and shall be serviced by an on site sewage system. This property does not lie in any flood hazard area [2]. I have attached a drawing to better explain my division.

Instead of submitting a formal plat which would create a financial burden [3], I am requesting a variance from the Subdivision Platting Requirements to allow me to sell this portion by metes and bounds rather than the formal subdivision platting process. I do understand that any further division of said tract would require me to follow the Subdivision Rules and Regulations as set forth by Commissioners' Court. Once this variance has been granted, my surveyor will be allowed to process my request meeting the above-mentioned requirements.

Sincerely,

**Landowner Signature**

[1] List community water supply Company if it is in the area and available.

[2] List and show any flood hazard areas if applicable.

[3] Briefly explain reason for variance request.

# **EXHIBIT D**



**GENERAL INFORMATION SHEET**  
**GRIMES COUNTY**

Date: \_\_\_\_\_ Pct. \_\_\_\_\_ Commissioner: \_\_\_\_\_

Property Address/Location: \_\_\_\_\_

Acreage: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Applicant/Representative: \_\_\_\_\_

Developer: \_\_\_\_\_

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

Phone Numbers: \_\_\_\_\_

Representative: \_\_\_\_\_

If applicable

Phone Number: \_\_\_\_\_

Primary contact: \_\_\_\_\_

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

Brief description of proposed development and/or division

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is a notification and contact list for a proposed land development within Grimes County.

This is not a Plat Application and does not commit the Applicant to file any future documents should he/she decide not to develop.

# **EXHIBIT E**



LETTER OF APPROVAL

**911 ADDRESSING DATABASE**  
**MAINTENANCE COORDINATOR'S OFFICE**  
**Subdivision ROAD Name(s)**

I, \_\_\_\_\_ of the **911 Addressing Database Maintenance Coordinator's Office** do hereby confirm and approve that the subdivision with the proposed name of \_\_\_\_\_ proposing the road name(s) listed below, located in Precinct \_\_\_\_\_, does not create any duplication nor substantially conflict with any existing road within Grimes County.

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

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

Print Name

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT F**



**LETTER OF APPROVAL**  
**ENVIRONMENTAL DEPARTMENT**

I, \_\_\_\_\_ of the **Environmental Department** do hereby confirm the Plat, for the proposed development listed below, has been reviewed, and meets the current requirements for **On-Site-Sewage-Facilities** (OSSF) as set forth by the Texas Commission on Environmental Quality (TCEQ) and Grimes County.

Subdivision \_\_\_\_\_ Precinct \_\_\_\_\_

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

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

Print Name

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT G**



**LETTER OF APPROVAL**  
**COUNTY'S REPRESENTATIVE**

I, \_\_\_\_\_, the **County's Representative**, do hereby approve the name of the proposed development and confirm that the Plat for the proposed development listed below has been reviewed and meets the current subdivision regulations of Grimes County and any governing state statutes.

Subdivision \_\_\_\_\_ Precinct \_\_\_\_\_

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

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

Print Name

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT H**



**LETTER OF APPROVAL**  
**COUNTY ATTORNEY'S OFFICE**

I, \_\_\_\_\_ of the **COUNTY ATTORNEY'S** Office do hereby confirm and acknowledge that the security document(s), title information, covenants or restrictions (when applicable), for the proposed subdivision: \_\_\_\_\_  
\_\_\_\_\_ located in Precinct \_\_\_\_\_, have been received and reviewed as required by the Subdivision Rules and Regulations of Grimes County.

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

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

Print Name

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT I**



**DEVELOPMENT APPLICATION  
GRIMES COUNTY'S REPRESENTATIVE**

1010 Hwy. 90 South  
Anderson, TX 77830  
Phone (936) 873-4404  
Fax (936) 873-9909

**Proposed (or existing) Name of Subdivision:**

Landowner(s) Name:

Landowner(s) Representative:

Address:	List City ETJ or None:	Property ID	R#	Place <input type="checkbox"/> next to plat type
			Preliminary Plat	
Property Location:			Amending Plat	
			Re-Plat	
Phone Number:			Consolidation	
Fax #:			Final Plat	
Email:			Master Planned Community	

Total Acreage		Community water availability	Yes	No
Number of Sections		Private Water System	Yes	No
Number of Blocks/Lots		Private Sewage Facilities	Yes	No
Average Lot size		Property Taxes Current	Yes	No
Residential Lots		Covenants/Restrictions	Yes	No
Reserve acreage		Infrastructure Development Plan (Mobile Home Rental Comm.)	Yes	No
Roads Required		Located in 100 yr Flood Plane	Yes	No
Amount of Road(s) (length)		Residual Acreage		

New Road(s) to access State? **YES** or **NO** If Yes answer→

What State Road?

New Road(s) to access County? **YES** or **NO** If Yes answer→

What County Road?

<b>Surveyor name, address and phone number:</b>	<b>Engineer name, address and phone number:</b>

I acknowledge, by my signature below, that I have the legal authority to make this application and have read and understand the Subdivision Rules and Regulations of Grimes County and all that apply. I understand and agree I am responsible for all fees associated with this application and with this development. I understand this is only an application and does not constitute an approval until it has been approved in a scheduled Commissioners Court session, of which I must submit a plat a minimum of 15 working days prior to being placed on an agenda.

Date

Signature

# **EXHIBIT J**



## Preliminary Plat Checklist

√	Requirement:	Notes:
	1. Subdivision name	
	2. Developer name	
	3. Developer address	
	4. Engineer/surveyor name	
	5. Engineer/surveyor address	
	6. Scale	
	7. North point	
	8. Key map	
	9. Topographic contours	
	10. Boundaries	
	11. Corner ties	
	12. Existing utilities. Etc.	
	13. Proposed sectioning	
	14. Proposed blocks, lots, easements, etc.	
	15. Road/Street names	
	16. Area- total lots/reserves.	
	17. Special flood hazard areas	
	18. Proposed land use	
	19. TBPLS & TBPE compliant	
	20. Submission date	
	21. Plat copies	
	22. Plat application	
	23. Filing fees	
	24. Water/Sewer (if applicable)	

**\*\*Note-** All of the above-referenced requirements shall be submitted to the County's Representative along with copies of receipts for any fees paid to the County Clerk.

# **EXHIBIT K**



**PRELIMINARY PLAT AUTHORIZATION/DENIAL**

The plat for the Subdivision/Development named \_\_\_\_\_ was reviewed and authorization to proceed to Final Plat. This authorization is not a formal acceptance by Commissioners' Court but is only authorization to proceed to FINAL PLAT preparation which must be approved by the votes of Commissioners' Court.

Reviewed by: \_\_\_\_\_

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

An outline of discrepancies noted for correction on the preliminary plat is listed below (see preliminary plat mark-up);

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

**OR**

The plat for the Subdivision/Development named \_\_\_\_\_ was reviewed and not authorized to proceed to Final Plat. Outlines of the reasons are listed below (See preliminary plat mark-up);

_____	_____
_____	_____
_____	_____

This is only a denial of a preliminary plat and corrections should be made and a preliminary plat re-submitted.

Reviewed by: \_\_\_\_\_

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

# **EXHIBIT L**



## Final Plat Checklist

*This checklist may or may not contain all requirements for a final plat; it is a basic checklist.*

*This form shall not release developer/representative for completing plat to the full extent necessary or required.*

1. Subdivision name		<b><u>Design standards:</u></b>
2. Developer name		1. Circulation/pattern
3. Developer address		2. R.O.W. Width
4. Engineer/surveyor name		3. Maximum curvature
5. Engineer/surveyor address		4. Offsets
6. Scale		5. Intersections
7. North points.		6. Cul-de-sac length and width
8. Key map		7. Temporary turnarounds
9. Legal description		8. Provisional Reserves
10. Title information		9. Road/Street Names
11. Easement consent		10. Block Length
12. Drainage easements		11. Lot shape/access/frontage
13. Certifications, dedications, covenants		12. Lot size
14. Lots, blocks, streets, roads		13. Setback lines
15. Total area and lots		14. Restrictive covenants
16. Setback lines		15. Easements
17. Street names		16. Utilities Plan
18. Lot and or block numbers		17. Water/Sewer Plan
19. Dimensions		18. Pavement/Drainage Plans <sup>25a</sup>
20. Curve data		
21. Lot shape		*Plat Notations
22. Water courses/easements		
23. Pipelines		
24. Boundaries		
25. Corner ties		
26. Extension information		
27. Plat copies		
28. Plat originals		
29. Tax certification		
30. Filing fees		
31. Covenants		
32. Land use		
33. Drainage plan		
34. On-site sewage facilities		
35. Securities / bonds		
36. Staking on ground		

**\*\*Note-** All of the above-referenced requirements shall be submitted to the County's Representative along with copies of receipts for any fees paid to the County Clerk.

<sup>25a</sup> Revised March 28, 2018. See Addendum #4.

# **EXHIBIT M**



**FINAL PLAT APPROVAL/DENIAL**

The Final plat for the Subdivision/Development named \_\_\_\_\_ was reviewed and **APPROVED**.

Reviewed by: \_\_\_\_\_

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

.....

The Final plat for the Subdivision/Development named \_\_\_\_\_ was reviewed and **DENIED**. The reasons for such denial are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This form shall satisfy the requirements of Texas Local Government Code §232.076.

Reviewed by: \_\_\_\_\_

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

# **EXHIBIT N**

**CONSTRUCTION AND MAINTENANCE BOND**  
**WITH SURETY**

**STATE OF TEXAS           §**  
**COUNTY OF GRIMES       §**

That \_\_\_\_\_ of \_\_\_\_\_ County, Texas, hereinafter called the Principal, and \_\_\_\_\_, a Corporation existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do an indemnifying business in the State of Texas, acting herein by and through the signatory agent and attorney in fact, and whose Principal office is located in the City of \_\_\_\_\_, State of \_\_\_\_\_, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is \_\_\_\_\_, residing in the City of \_\_\_\_\_ at \_\_\_\_\_ hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_, County Judge of Grimes County, Texas or his/her successors in office, in the full sum of \_\_\_\_\_ dollars (\$) current lawful money of the United States of America, to be paid to County Judge of Grimes County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns and legal representatives, jointly and severally, by these presents.

**WHEREAS** the said Principal is the owner of the following subdivision(s):

---

located in Grimes County, Texas, as per Plat Cabinet No. \_\_\_\_\_ Plat Records of Grimes County, Texas; and WHEREAS, the Commissioners' Court of Grimes County, Texas, has promulgated certain rules, regulations and requirements relating to subdivisions in Grimes County, Texas, and all revisions and additions as may be adopted by separate action prior to the date of this bond; same being made a part hereof for all purposes, as though fully set out herein, wherein it is provided, among other things, that the owner of a subdivision will construct the roads and streets therein shown in accordance with the specifications set out therein and maintain such roads and streets for a minimum of one year and, for asphalt surface roads, until there is development of at least 50% of the lots within the subdivision.<sup>26</sup>

**It is further stipulated** and understood that the approval of the map or plat of the above subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, including all deletions, additions, changes or modifications of any kind or character, such and it is understood by the Principal that the approval of said map or plat of the above subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications, and that without such undertaking such approval would have not been granted.

**NOW THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the above bonded Principal, his, their, or its heirs, executors, administrators, successors, assigns and legal representatives and each and every one of them does in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads and streets in the above named subdivision(s), that upon approval of the construction of said roads or streets by the County, upon the expiration of at least one (1) year thereafter, upon the approval of such maintenance by the County, and, for asphalt roads, upon development of at least 50% of the lots in the subdivision, then this obligation to be void and of no force and effect. In no event shall the obligations created hereby be for a period of time less than two (2) years. Further, the obligations created hereby shall be renewed until such time as the roads have been accepted by the County for maintenance.<sup>27</sup>

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<sup>26</sup>Revised on March 28, 2018. See Addendum #4.

<sup>27</sup>Revised on March 28, 2018. See Addendum #4.

**The Principal and the Surety hereon each agree**, bind and obligate himself and themselves to pay to the County Judge of Grimes County, State of Texas, for the use and benefit of Grimes County, all loss or damages to it occasioned by reason of failure of the Principal to comply strictly with requirements and specifications above referred to relating to the construction of roads and streets in the above named subdivision(s), and further agree, bind and obligate themselves to save and keep harmless the County of Grimes from any and all damages, expenses and claims of every kind and character which the County of Grimes may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads and streets in the above named subdivision(s).

**The word "Principal"** when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words "Roads" or "Streets" used herein mean each and every road or street in said subdivision(s). The word "Maintenance" as used herein means all needful, necessary and proper care and repair for a period of one (1) year from the completion of the roads or streets and the approval thereof by the County. The word "Surety" when used herein means Surety or Sureties and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Grimes County, Texas.

Executed this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**Principal**  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Surety**  
Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**County Judge of Grimes County, Texas**

# **EXHIBIT O**

## Sample Notice of CONSTRUCTION BEGINNING

**Landowner Name**

Address

City, State Zip

Phone

DATE

Grimes County  
County Representative  
P.O. Box 593  
Anderson, TX 77830

Dear County Representative:

This written notification is being sent in accordance with the Grimes County Subdivision Rules and Regulations to inform you that construction of XYZ Development shall begin on January 12, 2012.

We intend to communicate all phases of construction and are listing contact numbers below.

Sincerely,

**Developer Signature**

[1] Developer (123) 456-7890

[2] Engineer (234) 567-8901

# **EXHIBIT P**

## Sample Notice of CONSTRUCTION COMPLETE

**Landowner Name**

Address

City, State Zip

Phone

DATE

Grimes County  
County Representative  
P.O. Box 593  
Anderson, TX 77830

Dear County Representative:

This written notification is being sent in accordance with the Grimes County Subdivision Rules and Regulations to inform you that construction of XYZ Development is approaching completion. We are requesting a Final Inspection of all improvements to satisfy the requirements and thus have the road improvements placed into the maintenance period.<sup>28</sup>

Please contact myself at the number listed below.

Sincerely,

**Developer Signature**

[1] Developer (123) 456-7890

[2] Engineer (234) 567-8901

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<sup>28</sup> Revised on June 10, 2014. See Addendum #1.

# **EXHIBIT Q**

## Sample Notice of MAINTENANCE PERIOD ENDING

**Landowner Name**

Address

City, State Zip

Phone

DATE

Grimes County  
County Representative  
P.O. Box 593  
Anderson, TX 77830

Dear County Representative:

This written notification is being sent in accordance with the Grimes County Subdivision Rules and Regulations to inform you that expiration of THE MAINTENANCE PERIOD FOR XYZ Development is approaching and, for asphalt roads, that at least 50% of XYZ Development has been developed. The expiration of the current maintenance period is \_\_\_\_\_, 20\_\_\_\_, and we request an inspection prior to the end of this phase. We are requesting a Final Inspection of all improvements to satisfy the requirements and thus have the road improvements placed into the COUNTY ROAD SYSTEM.<sup>29</sup>

Please contact me at the number listed below.

Sincerely,

**Developer Signature**

[1] Developer (123) 456-7890

[2] Engineer (234) 567-8901

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<sup>29</sup> Revised on March 28, 2018. See Addendum #4.

# **APPENDIX A**

# RULES FOR MANUFACTURED HOME RENTAL COMMUNITIES



## ORDER ESTABLISHING MINIMUM INFRASTRUCTURE STANDARDS FOR MANUFACTURED HOME RENTAL COMMUNITIES and Setting out Regulations Applicable to Manufactured Home Rental Communities

In accordance with Local Government Code Section 232.007, an Infrastructure Development Plan (IDP) is required for all manufactured home rental communities, as defined in §232.007, Local Government Code.

The Grimes County Commissioners' Court finds that minimum infrastructure standards for manufactured home rental communities are necessary to promote public health and safety, to provide adequate emergency access, to provide for orderly growth within the County, and to ensure that the ultimate residents in manufactured home rental communities have adequate access, proper utilities and other health and safety assurances.

For purposes of this Order, Manufactured Home Rental Community shall mean a plot or tract of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease, for a term of less than sixty (60) months without a purchase option, for the installation of manufactured homes for use and occupancy as residences, and as defined in §232.007, Local Government Code, VTCA.

### **1. PROCEDURES**

For the purposes of this Order, owner shall mean the owner of a proposed manufactured home rental community or the owner's designated representative. On or after the effective date of this Order, all owners of proposed Manufactured Home Rental Communities shall submit an infrastructure development plan to Commissioners' Court which complies with the minimum infrastructure development standards by this Commissioners' Court.

#### **A. PLAN TO BE SUBMITTED**

A manufactured home rental community infrastructure plan shall be submitted along with a copy of the proposed infrastructure plan to the County's Representative. along with a development application. All preliminary infrastructure plans submitted to the Road and Bridge Dept. shall be accompanied by the appropriate filing fees.

1. The infrastructure development plan shall include a plat which identifies the proposed manufactured home rental community's boundaries, proposed utility locations, proposed locations of manufactured home rental community spaces, roads and streets, and dedications of rights of way.
2. The plat shall be prepared substantially in accordance with the Final Plat Requirements of Grimes County as set out in the current GRIMES COUNTY, TEXAS SUBDIVISION RULES AND REGULATIONS, adopted by Commissioners' Court.
3. The infrastructure development plan shall also include written narrative which provides explanation as to how the owner proposes to satisfy the various requirements of the infrastructure development plan and this Order.

#### **B. DESIGNATED COUNTY OFFICIAL**

Grimes County designates the Commissioners' Court as that County body responsible for approval or rejection of the manufactured home rental community plan. During the review of the plan, the County's Representative shall consult with an outside engineering firm, the County Attorney, the County Environmental Department and the Commissioner in whose precinct the proposed Manufactured Home

Rental Community is located. The expense of the contracted engineering firm to oversee the preliminary and final Infrastructure Development Plans will be at the developer's expense.

**C. TIMELY APPROVAL OF INFRASTRUCTURE DEVELOPMENT PLANS**

Not later than the 60th business day after the date the owner of a proposed manufactured home rental community submits a preliminary infrastructure development plan for approval to the County with appropriate fees paid, the County shall approve or reject the plan in writing. If the plan is rejected, the written rejection must specify the reasons for the rejection and the actions required for approval of the plan.

**D. APPROVAL**

Failure to reject the infrastructure plan by the Commissioners' Court within the sixty (60) days constitutes approval of the plan.

**E. CONSTRUCTION PROHIBITED WITHOUT APPROVED PLAN**

Construction of a proposed manufactured home rental community may not begin before the Commissioners' Court approves the proposed manufactured home rental community final infrastructure plan.

**F. FINAL INSPECTION**

A final inspection of the manufactured housing rental community infrastructure upon its completion is required. Final inspection shall be made by the County's Representative. Final inspection shall be made prior to the Commissioners' Court's approval and issuance of a Certificate of Compliance. The County's Representative shall make the final inspection not later than the second (2<sup>nd</sup>) business day after the County's Representative receives written confirmation of completion from the owner.

**G. CERTIFICATE OF COMPLIANCE BY COMMISSIONERS' COURT**

If the County's Representative advises the Commissioners' Court that the infrastructure plan has been properly carried out, Commissioners' Court shall issue a Certificate of Compliance not later than the fifth (5th) business day after the County's Representative's final inspection is completed. Commissioners Court may delegate issuance of the Certificate of Compliance to the County Judge's Office.

**H. CORRECTIVE ACTION IF CONSTRUCTION IS NOT APPROVED**

If the County's Representative determines that the manufactured home rental community infrastructure plan has not been properly carried out, then the owner shall be advised in writing and shall have thirty (30) days from the date of notification to make the required corrections or to perform the additional work required. On completion of the corrective work, the owner shall again follow the procedures set out in this Order, before the owner is eligible to receive a Certificate of Compliance.

**I. FEES**

Preliminary/Final/IDP's and bonds shall be in accordance with current Subdivision Rules and Regulations Manual, and shall be paid prior to approval by the Commissioners' Court.

**2. MINIMUM STANDARDS FOR PLANS**

Grimes County adopts the following minimum standards for manufactured home rental community infrastructure and infrastructure plans. No Manufactured Home Rental Community infrastructure plan shall be approved unless it complies with the following standards:

**A. ROADS AND STREETS**

**1. Road and street layout, width, design standards:**

- a. The development shall have a minimum of sixty (60) feet fronting a street or roadway which has been previously dedicated to the public for the public's use and benefit as a street or roadway.
- b. Connections required - The arrangement of roads in a manufactured housing rental community shall provide for the continuation of arterial roads. Provision for the continuation of collector roads between adjacent properties shall be provided when such continuation is

necessary for convenient movement of traffic, effective fire protection or for efficient provision of utilities.

- c. Conformance to Topography - Roads and their construction shall be appropriate to the topography of the area. Roads shall be laid out and built so that, to the maximum extent possible, all building sites will be higher than the average elevation of the abutting road. Combinations of steep grades and curves are to be avoided.
- d. Right-of-Way Width - The minimum right-of-way widths in all manufactured home rental communities shall not be less than sixty (60) feet for local roads, seventy (70) feet for collector roads, or eighty (80) feet for arterial roads.
- e. Traffic Surface Widths - The improved traffic surface of roads shall be centered within the right-of-way, and shall have a minimum improved width of twenty (20) feet for local roads, forty (40) feet for collector roads, and fifty (50) feet for arterial roads.
- f. Angle of Intersection - All streets and alleys should intersect at a ninety (90) degree angle with variations often (10) degrees. Acute angle intersections as may be approved should have thirty (30) feet or greater radii at the acute corners.
- g. Street Off-Sets - Proposed new intersections along one side of an existing road shall, wherever practicable, coincide with any existing intersections on the opposite side of such road. Road jogs with center-line offsets of less than one hundred twenty-five (125) shall not be permitted.
- h. Cul-de-Sac Roads - When a road terminates in a cul-de-sac, the minimum right-of-way radius shall be sixty (60) feet and the maximum length shall be on a case-by-case evaluation in the judgment of the County's Representative.
- i. Road Surfacing and Improvements - Roadways within a manufactured home rental community shall be constructed in accordance with the Grimes County Subdivision Rules and Regulations Manual. No space may contain more than one single family residential unit. No common driveway shall be allowed. Each space shall have separate and individual space and be paved in accordance with the subdivision manual.

## **B. EASEMENTS**

1. **Utility easements** - easements for utilities are required across parts of lots, or along lot lines. The owner of a manufactured home rental community shall coordinate with utility service providers to determine the locations and widths of required easements. Evidence of such coordination will be required as a condition of manufactured home rental community approval. No manufactured home rental community infrastructure plan shall be approved until the owner has obtained a satisfactory agreement with utility service providers regarding utility easements. At minimum, utility service companies which must be consulted include; electric service, telephone service and any water or wastewater district or other utility which has jurisdiction.
2. **Other Recorded Easements** - Other prior existing recorded easements in a manufactured home rental community shall be clearly identified in the infrastructure plan.

## **C. DRAINAGE**

1. No manufactured home rental community infrastructure plan shall be approved which does not make adequate provision for storm water runoff. A drainage plan shall be prepared, in accordance with standard engineering practice, as part of the manufactured home rental community infrastructure plans. No manufactured home rental community infrastructure plan will be allowed if it will result in an increase in the rate of flow of storm water and would thereby endanger downstream properties or residents of the manufactured home rental community.
2. Drainage design plans to ensure adequate drainage off of the rental spaces to drainage channels and out of the development, including the design of drainage structures, culverts, and/or systems using a ten (10) year storm frequency, such that the drainage out of the development does not have a negative drainage impact on neighboring properties. If additional right of way is required for existing county road drainage and access as determined by the outside engineer to achieve a sixty (60) foot wide right of way, the owner shall dedicate these areas of right of way to the County.
3. Requirements of the drainage plan can be found in the Grimes County Subdivision manual.

#### **D. UTILITIES**

1. A utility may not provide utility services, including water, sewer, gas and electric services to a manufactured home rental community subject to an IDP or to a manufactured home in the community unless the owner provides the utility with a copy of the Certificate of Compliance issued by the County. This requirement applies to:
  - a. A municipality that provides utility services;
  - b. A municipality owned or municipally operated utility that provides utility services;
  - c. A public utility that provides utility services;
  - d. A nonprofit water supply or sewer service corporation organized and operating under Chapter 67, Water Code, that provides utility services;
  - e. A county that provides utility services; and
  - f. A special district or authority created by state law that provides utility services.

### **3. ENGINEERING REPORT FOR MANUFACTURED HOME RENTAL COMMUNITIES**

This report, which shall be signed, dated and sealed by a licensed professional engineer registered in Texas, shall contained detailed and definitive information on the following:

#### **A. WATER SUPPLY FACILITIES - PUBLIC WATER SYSTEMS**

1. If the water supplier is a political subdivision of the state: a city, municipality, utility district, water control and improvement district, nonprofit water supply corporation, etc., the developer shall furnish a signed letter of service availability from the water supplier to provide the state's minimum requirements of quality and quantity of water to the proposed development.
2. Where there is no existing facility or owner intending to construct and maintain the proposed water supply facilities, the developer may establish an investor-owned utility or create a municipal utility district and obtain a Certificate of Convenience and Necessity (CCN) from the Texas Commission of Environmental Quality (TCEQ) and include evidence of the CCN issuance for the development area. Prior to IDP approval, plans and specifications for the proposed water facilities system shall have been approved by all entities having jurisdiction over the proposed project, including TCEQ.
3. Water service must be extended into the development to each lot or rental space if the existing water lines are located within three hundred (300) feet of the development and if there is sufficient water available by the water supplier.

#### **B. PRIVATE WELLS (OR NON-PUBLIC WATER SYSTEMS)**

1. Quantitative and qualitative results of sampling test wells in accordance with requirements promulgated by the TCEQ and the Texas Department of Health shall be included where individual wells are proposed for the supply of drinking water to residences and other establishments. The results of the analysis shall be made available to the prospective property owners or renters.
2. Prior to IDP approval, plans and specifications for the proposed water facilities system shall have been approved by all entities having jurisdiction over the proposed project, including TCEQ. Evidence of the approvals shall be included in the engineering report.

#### **C. WASTEWATER DISPOSAL FACILITIES**

##### **1. Centralized Sewerage Facilities:**

- a. If wastewater treatment is provided by a political subdivision of the state (city, municipality, utility district, water control and improvement district, nonprofit water supply corporation or an existing investor-owned water supply corporation, etc.) the developer shall furnish a signed letter of service availability to provide the state's minimum wastewater treatment standard for the proposed development from the utility.
- b. Where there is no existing entity or owner to build or maintain the proposed wastewater treatment and collection facilities, the developer may establish an investor-owned utility or a municipal utility district by obtaining a Certificate of Convenience and Necessity (CNN) from the TCEQ.

- c. Prior to IDP approval, an appropriate permit to treat and/or dispose of wastes for the ultimate build-out of the development shall have been obtained from the TCEQ 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, including the TCEQ. Evidence of the approvals shall be included in the engineering report.
  - d. Wastewater disposal service must be extended into the development to each lot or rental space if the existing wastewater lines are within two hundred (200) feet of the development and there is sufficient wastewater capacity available from the wastewater service provider.
- 2. On-Site Sewage Facilities**
- a. The engineering report shall include soils analysis results as required under the Grimes County Rules and Regulations for On-Site Sewerage Facilities – through the Grimes County Environmental Department. **See Appendix C.**

**D. STREET NAMES AND SIGNS:**

- 1. **Street names** - new streets and roads in manufactured home rental communities shall be named so as to provide continuity of name with existing streets and so as to prevent conflict with identical or similar street and road names in other parts of Grimes County. Street names for new manufactured home rental community streets *may* be suggested by the owner. Street names shall be reasonable and not similar to existing names of streets and roads in Grimes County. Suggested names shall be approved by the 911 Addressing Database Maintenance Coordinator for approval as a part of the proposed manufactured home rental community infrastructure plan.
- 2. **Street and Road Name Signs required** - the owner shall install street or road name signs at all intersections in the manufactured home rental community. The proper installation of these signs is a part of the required construction standards of Grimes County. Final approval of construction will not be given by Commissioners' Court until signs are installed.
- 3. **Street and Road Name Sign** - Street and road name signs shall be of the same standard and quality as required by Grimes County.
- 4. **Placement-** Street and road name sign assembly will be placed on a post and located two (2) feet behind the curb on curbed roadways, or six (6) to ten (10) feet beyond the edge of the pavement on non-curbed roadways. Signs should be placed as near to the tangent point of the edge of the less important roadway with the radius of the curve at the intersection.

**E. THE MANUFACTURED HOME RENTAL COMMUNITY INFRASTRUCTURE DEVELOPMENT PLAN SHALL SHOW AT MINIMUM THE FOLLOWING:**

- 1. Only 18" x 24" sheets will be acceptable and at a maximum scale of 1" = 200' (1" = 100' preferred). An index on the first sheet is required when more than two sheets are required for the IDP.
- 2. Names, locations, dimensions (bearings and distances) and layouts of existing and proposed streets, alleys, easements, and other public rights-of-way and public/private encumbrances (deed restrictions, etc.) on the property and any proposed street right-of-way, easement, alley, park, or other public dedication.
- 3. Dimensions, bearings and distances, of the proposed rental spaces:
  - a. Minimum Width – Sub-lots of a condominium or manufactured housing park should be fifty-five (55) feet if double-wide mobile homes are to be placed upon such sub-lots; forty (40) feet if only single-wide mobile home units are to be placed on such sub-lot.
  - b. Minimum Distance - between each outside dimension shall be no less than twenty (20) feet.
- 4. Signatures and date of approval and certifications on the IDP. These approval signatures shall be not more than six (6) months prior to the submission.
- 5. Legal description, acreage, and name of the proposed development. The development's name shall not be spelled or pronounced similarly to the name of any existing development or subdivision located within the county.
- 6. The boundary of the development indicated by a heavy line and described by bearings and distances.
- 7. Scale, legend, north arrow, spot elevations on 100' or an appropriate grid, with two (2) foot contour lines. Alternate contour intervals may be submitted based on terrain, with approval from the county.

8. Deed record, name of owner, volume and page number of adjoining properties.
9. Dates of survey and preparation of IDP.
10. Identification code, location, description, and elevation of the USGS or appropriate benchmark used in the survey.
11. Front building setback lines must be twenty-five (25) feet from the property line. Back and side building setback lines not less than ten (10) feet.
12. Location of any City's corporate limits line or extra territorial jurisdiction line. If located within the extra territorial jurisdiction (ETJ) approval of the IDP must be by the city.
13. Vicinity map with streets, ditches, general drainage flow directions to the ultimate outfall, city limits and ETJ's, and other major land features.
14. Net area (gross area less easements) of rental spaces to the nearest 1/100 of an acre for lots using On Site Sewage Facilities and/or well water.
15. Limits of flood hazard areas as defined by the appropriate FEMA FIRM panel and the proposed finished floor elevation of buildings within these flood hazard areas on each space.
16. A certification by a Surveyor or Engineer describing any area of the development that is in a flood plain or stating that no area is in a flood plain, as delineated by the appropriate FEMA FIRM panel and date. In addition, a flood permit must be obtained from the county environmental department.
17. A surveyor's signature and seal on the IDP for certification.
18. The description of the water and sewer facilities, electricity and gas utilities, the roadways and easements dedicated for the provision of water and sewer facilities that will be constructed or installed to serve the development and a statement of the date by which the facilities will be fully operable, prepared by an engineer (may be included in an attached document). A certification must be included that the water and sewer facilities described by the IDP, or document attached to the IDP, are in compliance with these regulations.
19. Approvals by other regulatory and governing bodies, as required.
20. Letters signed and dated from water, wastewater, and electric utilities of service commitment and availability and statement of approval of existing and proposed utility easements.
21. A clear title and a tax certificate showing that all taxes currently due with respect to the original tract have been paid.
22. Results of soils analysis certified by a qualified site evaluator (as defined by 30 TAC Chapter 285) for on-site sewage facilities (OSSF).
23. Engineering Design Construction Plans for roadway access to each rental space for fire and emergency vehicles.
24. Traffic impact study. For manufactured home rental communities of 100 spaces or greater, the engineering report may, at the request of the county, be required to include a Traffic Impact Study to assess the effects of additional traffic on the existing and proposed transportation system.

#### **4. APPLICABILITY**

##### **A. EFFECTIVE DATE**

This Order is effective upon the date of final approval by the Grimes County Commissioners' Court.

##### **B. DATE CONSTRUCTION COMMENCED**

This Order applies only to a manufactured home rental community for which construction is commenced on or after the date infrastructure standards are adopted by this Commissioners' Court.

##### **C. EXPANSION OF EXISTING MANUFACTURED HOME COMMUNITY RENTALS**

These regulations are applicable to any expansion of existing manufactured home rental communities on or after the effective date of these regulations.

##### **D. APPLICABLE OUTSIDE CITY LIMITS**

These regulations are applicable in Grimes County outside the City limits of any incorporated City.

## **5. INTERPRETATION - CONFLICT, SEVERABILITY, SAVINGS AND AMENDMENTS**

### **A. INTERPRETATION**

In their interpretation and application, the provisions of these Regulations shall be held to be minimum requirements for the promotion of the public health, safety, and general welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.

### **B. PUBLIC PROVISIONS**

These Regulations are not intended to interfere with, abrogate, or annul any other County regulation, state statute, or other provision of law except as provided in these Regulations. Where any provision of these Regulations or any other rule or regulation or other provisions of law are in conflict, the provision which is more restrictive or imposes higher standards shall control.

### **C. PRIVATE PROVISIONS**

These Regulations are not intended to abrogate any easement, covenant or any other private agreement or restriction, provided that where the provisions of these Regulations are more restrictive or impose higher standards or regulations than such easement, covenant or other private agreement or restriction, the requirements of these Regulations shall govern.

### **D. SEVERABILITY**

If any part or provision of these Regulations, or the application of these Regulations to any person or circumstance is adjudged invalid by any court of competent jurisdiction, the judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these Regulations or application of them to other persons or circumstances. The Commissioners' Court hereby declares that it would have enacted the remainder of these Regulations, even without any such part, provision, or application which is judged to be invalid.

### **E. SAVING PROVISION**

These Regulations shall not be construed as abating any action now pending under or by virtue of; prior existing subdivision regulations, or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue, or as affecting the liability of any person, firm, or corporation, or as waiving the right of the State or County under any section or provision existing at the time of adoption of these Regulations, or as vacating or annulling any rights obtained by any person, firm, or corporation by lawful action of the County except as shall be expressly provided for in these Regulations.

### **F. AMENDMENTS**

For the purpose of protecting the public health, safety and general welfare or for any other valid purpose, the Commissioners' Court may, from time to time, amend these Regulations at a public meeting following public notice in the manner prescribed by law.

This Order supersedes any previous rules and regulations pertaining to mobile home rental communities as may be stated in Grimes County Subdivision Rules and Regulations.

*ORDER TO ESTABLISH MINIMUM INFRASTRUCTURE STANDARDS FOR MANUFACTURED HOME RENTAL COMMUNITIES on this 26<sup>th</sup> day of July, 2011, the Grimes County Commissioners' Court, pursuant to §232.007, Local Government Code, adopted the above minimum infrastructure standards for manufactured home rental communities located in the county outside the limits of a municipality, with a vote of 4 ayes and 0 nays.*

# **APPENDIX B**

**MODEL SUBDIVISION RULES  
(TEXAS ADMINISTRATIVE CODE CHAPTER 364)**

**Additional Rules and Standards for subdivisions which create two or more lots of five acres or less intended for residential purposes.**

The rules of this section supersede any conflicting regulations of the county, namely the Grimes County Subdivision Rules and Regulations.

It is the intent of this section to adopt the applicable provisions of the Texas Administrative Code, Title 31, Natural Resources and Conservation, Part 10 Texas Water Development Board, Chapter 364 Model Subdivision Rules.

**A. General Provisions**

**1. Purpose**

The model rules provide the criteria for assuring that an adequate supply of safe drinking water and adequate safe sewer facilities are available to residential areas in accordance with state standards established by the Texas Department of Health and the Texas Commission on Environmental Quality. The model rules prohibit the establishment of residential developments with lots of five acres or less without adequate power supply and sewer services, prohibit more than one single-family, detached dwelling to be located on each subdivision lot, and establish minimum setbacks to ensure proper operation of water supply and sewer services and to reduce the risk of fire hazards.

*(TAC 364.2; SOURCE: The provisions of this §§364.2 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29 TexReg 1203).*

**2. Authority and Scope of Rules**

These rules are adopted by Grimes County, Texas under the authority of the Local Government Code, Chapter 232 and Water Code §16.350. Notwithstanding any provision to the contrary, these rules apply only to a subdivision which creates two or more lots of five acres or less intended for residential purposes. 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.

*(TAC 364.11; SOURCE: The provisions of this §§364.11 adopted to be effective February 10, 2000, 25 TexReg 800).*

**3. Purpose**

It is the purpose of these rules to promote the public health of the county residents, to ensure that adequate water and wastewater facilities are provided in subdivisions within the jurisdiction of this county, and to apply the minimum state standards for water and

wastewater facilities to these subdivisions.

*(TAC 364.12; SOURCE: The provisions of this §§364.12 adopted to be effective February 10, 2000, 25 TexReg 800).*

#### **4. Effective Date**

These rules become effective on the 1<sup>st</sup> day of June, 2008.

*(TAC 364.13; SOURCE: The provisions of this §§364.13 adopted to be effective February 10, 2000, 25 TexReg 800).*

#### **5. Plat Required**

(a) The owner of a tract of land located outside the corporate limits of a municipality that divides the tract in any manner that creates two or more lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. 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 all deeds and contracts for deeds.

(b) No subdivided land shall be sold or conveyed until the subdivider:

(i) has received approval of a final plat of the tract; and

(ii) has filed and recorded with the county clerk of the county in which the tract is located a legally approved plat.

(c) A division of a tract is defined as including metes and bounds description, or any description of less than whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, or using any other method to convey property.

*(TAC 364.15; SOURCE: The provisions of this §§364.15 adopted to be effective February 10, 2000, 25 TexReg 800).*

#### **6. Supersession**

These rules supersede any conflicting regulations of the county.

*(TAC 364.16; SOURCE: The provisions of this §§364.16 adopted to be effective February 10, 2000, 25 TexReg 800).*

## **7. Severability**

If any part or provision of these regulations, or application thereof, to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgments shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The commissioners' court thereby declares that it would have enacted the remainder of these regulations without any such part, provision or application.

*(TAC 364.17; SOURCE: The provisions of this §§364.17 adopted to be effective February 10, 2000, 25 TexReg 800).*

## **8. Definitions**

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

- (a) Commission— the Texas Commission on Environmental Quality and any of its predecessor or successor entities.
- (b) Commissioners' Court (or court)— The Commissioners' Court of Grimes County, Texas.
- (c) County— Grimes County, Texas.
- (d) 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.
- (e) Engineer— A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
- (f) 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.
- (g) Lot— An undivided tract or parcel of land.
- (h) Non-public water system— Any water system supplying water for domestic purposes which is not a public water system.
- (i) 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.

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

(k) 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 of 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 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.

(l) Purchaser– Shall include purchasers under executory contracts for conveyance or real property.

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

(n) 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.

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

(p) 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.

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

(r) 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.

*(TAC 364.18; SOURCE: The provisions of this §§364.18 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29 TexReg 1203).*

## **B. MINIMUM STANDARDS**

### **1. Scope of Standards**

The establishment of a residential development with two or more lots of five acres or less where the water supply and sewer services do not meet the minimum standards of this division is prohibited. A subdivision with lots of five acres or less is presumed to be a residential development unless the land is restricted to nonresidential use on the final plat and all deeds and contracts for deeds.

*(TAC 364.31; SOURCE: The provisions of this §§364.31 adopted to be effective February 10, 2000, 25 TexReg 800).*

### **2. Water Facilities Development**

#### **(a) Public water systems.**

(i) 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 1A. 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.

(ii) 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:

(i) without any treatment to the water; or

(ii) 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.

*(TAC 364.32; SOURCE: The provisions of this §§364.32 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29 TexReg 1203).*

### **3. Wastewater Disposal**

(a) Organized sewerage facilities.

(i) 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.

(ii) Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written statement agreement in substantially the form attached in Appendix 1B 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.

(i) 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.

(ii) 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.

(iii) 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.

*(TAC 364.33; SOURCE: The provisions of this §§364.33 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29, TexReg 1203).*

#### **4. Greywater Systems for Reuse of Treated Wastewater**

(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 shall meet the minimum criteria of 30 TAC Chapter 285.

*(TAC 364.34; SOURCE: The provisions of this §§364.34 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29, TexReg 1203).*

#### **5. Sludge Disposal**

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

*(TAC 364.35; SOURCE: The provisions of this §§364.35 adopted to be effective February 10, 2000, 25 TexReg 800).*

## **6. Setbacks**

In areas that lack a nationally recognized fire code as listed in Local Government Code §233.062(c) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be a minimum of 10 feet, setbacks from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the county shall control to the extent greater setbacks are therein required.

*(TAC 364.36; SOURCE: The provisions of this §§364.36 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29, TexReg 1203).*

## **7. Number of Dwellings Per Lot**

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 wastewater utility type and design.

*(TAC 364.37; SOURCE: The provisions of this §§364.37 adopted to be effective February 10, 2000, 25 TexReg 800).*

## **C. PLAT APPROVAL**

### **1. Applications for Plat Approval**

(a) Owner representation. An application for approval of a plat shall be filed with the county by the record owner of the property to be subdivided or the duly authorized agent of the record owner.

(b) Standards. Every plat creating two or more lots of five acres or less for residential use shall comply with the standards of Division 2 and the requirements of Division 3 of this subchapter.

*(TAC 364.51; SOURCE: The provisions of this §§364.51 adopted to be effective February 10, 2000, 25 TexReg 800).*

### **2. Final Engineering Report**

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.

(a) Public water systems.

(i) 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 1A and referenced in §§ 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.

(ii) 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.

(b) 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.

(c) Organized sewerage facilities.

(i) 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 1B 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.

(ii) 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.

(d) 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.

*(TAC 364.52; SOURCE: The provisions of this §§ 364.52 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29 TexReg 1203).*

### **3. Additional Information**

The county may, at its option, require additional information necessary to determine the adequacy of proposed water and wastewater improvements as part of the plat approval process. Such information may include, but not be limited to:

- (a) layout of proposed street and drainage work;
- (b) legal description of the property;
- (c) existing area features;
- (d) topography;
- (e) flood plains;
- (f) description of existing easements;
- (g) layout of other utilities;
- (h) notation of deed restrictions;
- (i) public use areas; or
- (j) proposed area features.

*(TAC 364.53; SOURCE: The provisions of this §§ 364.53 adopted to be effective February 10, 2000, 25 TexReg).*

### **4. Financial Guarantees for Improvements**

(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 2A 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:

- (i) 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.

(ii) 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.

(iii) 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.

(iv) 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:

(i) 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.

(ii) 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 30 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.

(iii) 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 2B.

(iv) 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:

- (i) the property being subdivided lies wholly within the jurisdiction of the county;
- (ii) the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and
- (iii) 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.

*(TAC 364.54; SOURCE: The provisions of this §§ 364.54 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29 TexReg 1203).*

## **5. Review and Approval of Final Plats**

- (a) Scope of review. The county will review the final plat to determine whether it meets the standards of Division 2 and the requirements of Division 3 of this subchapter.
- (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:
  - (i) 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
  - (ii) 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
  - (iii) 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.

*(TAC 364.55; SOURCE: The provisions of this §§ 364.55 adopted to be effective February 10, 2000, 25 TexReg 800; amended to be effective February 10, 2004, 29 TexReg 1203*

## **6. Time Extensions for Providing Facilities**

(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:

(i) 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

(ii) 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.

*(TAC 364.56; SOURCE: The provisions of this §§ 364.56 adopted to be effective February 10, 2000, 25 TexReg 800).*

## **7. Criteria for Subdivisions that Occurred Prior to September 1, 1989**

(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.

(i) Owners of individual lots in a single unplatted subdivision may file a joint request for approval of their respective individual residential lots.

(ii) 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.

(iii) 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.

(TAC 364.57; SOURCE: The provisions of this §§ 364.57 adopted to be effective February 10, 2000, 25 TexReg 800)

## **D. ENFORCEMENT**

### **1. Oversight**

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.

*(TAC 364.71; SOURCE: The provisions of this §§ 364.71 adopted to be effective February 10, 2000, 25 TexReg 800).*

## **2. General Enforcement Authority of County**

The provisions of this chapter 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.

*(TAC 364.72; SOURCE: The provisions of this §§ 364.72 adopted to be effective February 10, 2000, 25 TexReg 800).*

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:

“A 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:

# **APPENDIX C**

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



IN THE MATTER OF THE APPLICATION       §       BEFORE THE EXECUTIVE  
OF THE COUNTY OF GRIMES               §       DIRECTOR OF THE TEXAS  
FOR A TEXAS HEALTH AND SAFETY       §       COMMISSION ON  
CODE §366.031 ORDER                   §       ENVIRONMENTAL QUALITY

On APR 06 2004 the Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ"), considered the application of the County of Grimes, ("Applicant" or "Grimes"), for an Order pursuant to §366.031, Texas Health and Safety Code ("Code"), and 30 Texas Administrative Code (TAC) §285.10 of the rules of the Commission.

No person has requested a public hearing on the application, therefore the Executive Director, on behalf of the Commission, is satisfied that the Applicant has satisfied the requirements of §366.031 of the Code and, therefore, the Commission finds that the Grimes County Order should be approved.

## FINDINGS OF FACT

1. The County of Grimes drafted a proposed amendment to the current order which regulates on-site sewage facilities.
2. On December 10, 2003 the County of Grimes caused notice to be published, in a newspaper regularly published and of general circulation, in Grimes's area of jurisdiction, of a public meeting to be held on Monday, December 22, 2003.
3. The County of Grimes held a public meeting to discuss the proposed amendment on December 22, 2003.
4. Grimes County Order regulating on-site sewage facilities was adopted on January 12, 2004.
5. A certified copy of the minutes was submitted to the Texas Commission on Environmental Quality.
6. A certified copy of Grimes County Order was submitted to the Texas Commission on Environmental Quality.

7. The order is at least equivalent to the standards of the Texas Commission on Environmental Quality.

#### CONCLUSIONS OF LAW

1. The above facts are conditions sufficient to issue this order pursuant to §366.031 of the Code.
2. Section 5.102 of the Texas Water Code authorizes the Commission to issue orders and make determinations necessary to effectuate the purposes of Chapter 366 of the Health and Safety Code.
3. Issuance of this order will effectuate the purposes of Chapter 366 of the Code.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY THAT:

1. The County of Grimes is hereby authorized to implement Grimes County On-site Sewage Facility Order.
2. Any amendments to Grimes County On-site Sewage Facility Order must be approved by the Texas Commission on Environmental Quality.
3. The Chief Clerk of the Commission is directed to forward a copy of this Order to the Applicant and all other parties and to issue the Order and cause it to be recorded in the files of the Commission.

Issued this date: APR 06 2004

Texas Commission on Environmental Quality

Margaret Hoffman

For the Commission

# **ORDER ADOPTING RULES OF GRIMES COUNTY, TEXAS, FOR ON-SITE SEWAGE FACILITIES**

## **PREAMBLE**

WHEREAS, the Texas Commission on Environmental Quality has established rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as the Texas Health & Safety Code, Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities, and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Grimes County, Texas, should enact an Order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Grimes, Texas; and

WHEREAS, the Commissioners Court of Grimes County, Texas, finds that the use of on-site sewage facilities in Grimes County, Texas, is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Grimes County, Texas, has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Grimes County, Texas.

NOW, THEREFORE, BE IT ORDERED by the Commissioners Court of Grimes County, Texas:

**SECTION 1.** That the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

**SECTION 2.** That the use of on-site sewage facilities in Grimes County, Texas, is causing or may cause pollution or is injuring or may injure the public health;

**SECTION 3.** That an Order for Grimes County, Texas, be adopted entitled "On-Site Sewage Facilities," which shall read as follows:

# **AN ORDER ENTITLED ON-SITE SEWAGE FACILITIES**

## **SECTION 4. CONFLICTS.**

This Order repeals and replaces any other On-site Facility Order for Grimes County.

## **SECTION 5. CHAPTER 366.**

The County of Grimes, Texas, clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health & Safety Code (H&SC), Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

## **SECTION 6. AREA OF JURISDICTION.**

The Rules shall apply to all the area lying in Grimes County, Texas, except for the area regulated under an existing Rule and the areas within incorporated cities.

## **SECTION 7. ON-SITE SEWAGE FACILITY RULES.**

Any permit issued for an on-site sewage facility within the jurisdictional area of Grimes County, Texas, must comply with the Rules adopted in Section 8 of this Order.

## **SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.**

The Rules, Title 30, Texas Administrative Code (TAC), Chapter 285 and Chapter 30, attached hereto, promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities are hereby adopted, and all officials and employees of Grimes County, Texas, having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

## **SECTION 9. INCORPORATION BY REFERENCE.**

The Rules, Title 30 TAC, Chapters 30 and 285, and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules. A copy of the current Rules are attached to these Rules as Appendix I.

**SECTION 10. AMENDMENTS.**

The County of Grimes, Texas, wishing to adopt more stringent rules for its On-Site Sewage Facility Order, understands that the more stringent conflicting local Rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirement. Listed below are the more stringent Rules adopted by Grimes County, Texas:

(A) An OSSF System for any single family residence, regardless of the area of the tract of land upon which same is located, is required to apply for a permit for new construction.

(B) An annual fee will be charged to all owners of an OSSF that require on going maintenance that must be tracked by the Authorized Agent and as stipulated by the issuance of the permit. This fee will help offset the cost of the Authorized Agent's requirement to maintain records of maintenance as required by rules.

Each of the above and foregoing amendments are based on a greater public health and protection.

**SECTION 11. DUTIES AND POWERS.**

The OSSF Inspector of Grimes County, Texas, must be certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities.

**SECTION 12. COLLECTION OF FEES.**

All fees collected for permits and/or inspections shall be made payable to Grimes County, Texas.

**SECTION 13. APPEALS.**

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Grimes County, Texas.

**SECTION 14. PENALTIES.**

This Order adopts and incorporates all applicable penalty provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the Texas Health & Safety Code, Chapters 7, 26, and 37 of the Texas Water Code, and Section 30 TAC, Chapters 30 and 285.

**SECTION 15. SEVERABILITY.**

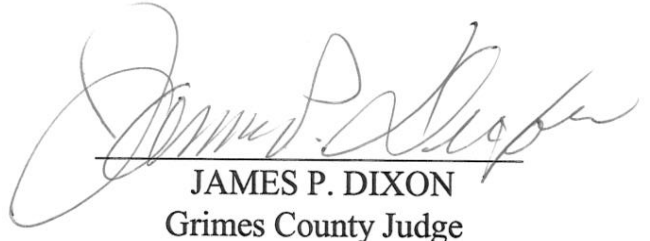
It is hereby declared to be the intention of the Commissioners Court of Grimes County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrase, clause, sentence, paragraph, or section.

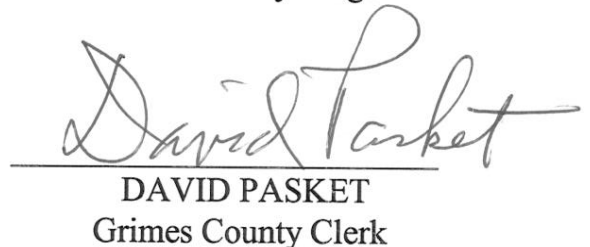
**SECTION 16. EFFECTIVE DATE.**

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Commission on Environmental Quality, AND IT IS SO ORDERED.

PASSED AND APPROVED this 12<sup>th</sup> day of January, 2004.

APPROVED:

  
\_\_\_\_\_  
JAMES P. DIXON  
Grimes County Judge

  
\_\_\_\_\_  
DAVID PASKET  
Grimes County Clerk

**ADDENDUM #1 TO SUBDIVISION REGULATIONS**  
**As Revised on June 10, 2014**

1. Section H Road Acceptance Procedure of the Table of Contents on Page 4 previously read:

Acceptance into 1 Year Maintenance Period

2. Section I Applicability on page 7 previously read:

These rules shall apply to all subdivisions of land into two or more parts to (1) lay out a subdivision of the tract, including an addition; (2) lots; (3) or streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of the purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

3. Section II General Rules Regarding Lot Size paragraph B on page 7 previously read:

If a subdivision will create two or more lots of five (5) acres or less for residential purposes, the Model Subdivision Rules found in Appendix B hereof and the standard subdivision rules regarding roads and drainage as set forth herein will likely both apply. In other words,

**LOTS  $\leq$  5 ACRES = MODEL RULES AND STANDARD RULES APPLY.**

4. Section II General Rules Regarding Lot Size paragraph C on Page 7 previously read:

If a subdivision will create lots which are greater than five (5) acres and less than or equal to ten (10) acres in size, only the standard subdivision rules regarding roads and drainage as set forth herein will apply. In other words,

**LOTS  $>$  5 ACRES BUT  $\leq$  10 ACRES = STANDARD RULES APPLY.**

5. Section II General Rules Regarding Lot Size paragraph D on page 7 previously read:

If a subdivision of land will create two or more lots which are more than ten (10) acres in size and no part of the land subdivided will be laid out for streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of the purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, then neither the Model Subdivision Rules nor the standard subdivision rules regarding roads and drainage as forth herein will likely apply. In other words,

**LOTS  $>$  10 ACRES AND NO CREATION OF ACCESS, ETC. = NO SUBDIVISION RULES APPLY.**

6. The definition of 'Development' was added to Section IV Definitions on page 9.

7. Road Construction Security on page 13 previously read:

\$35.00 per linear foot

8. Road Maintenance Security on page 13 previously referenced a One-Year Maintenance Period.

9. Section VII Plat Requirement Exceptions, Paragraph C on page 15 was added.

10. Section VII Plat Requirement Exceptions, Paragraph D on page 15 was added.

11. Section D Plat Requirements, Paragraph 6 Security, Subsection (a) Roads and Drainage on page 26 previously read:

After construction of all improvements is complete, the developer shall submit a written request for the improvements to be accepted into the one-year maintenance period. **See Sample Notice of Construction Complete on Exhibit P.** Upon certification by the County's Representative(s) that all improvements have been constructed in accordance with relevant specifications, a developer's security requirements may be reduced by the Commissioners' Court upon final acceptance of such improvements into the one-year maintenance period. Formal action by the Commissioners' Court must occur to accept the improvements into the one-year maintenance period and to reduce the developer's security. The reduced security amount may be no less than twenty (20%) percent of total construction cost.

12. Section D Plat Requirements, Paragraph 7 Warranty on page 26 previously read:

The developer should require performance and payment bonds from the contractor for one hundred percent (100%) of the cost of all improvements. The developer shall also provide to the County a one (1) year warranty bond against defective materials or workmanship on the improvements constructed while under the one-year maintenance period.

13. Section H After Recording of Final Plat on page 28 previously read:

Upon completion of the construction of roads/drainage and/or water/sewer service facilities, the developer shall notify the County's Representative of such. **See Sample Notice of Construction Complete on Exhibit P.** The County's Representative shall inspect the improvements and upon certification by such representative that construction of such improvements has been completed, a developer's security requirements may be reduced or released entirely by the Commissioners' Court upon acceptance of the improvements by Commissioners' Court. Formal action by the Commissioners' Court must occur to accept the improvements and reduce/release any security. In the case of road and drainage improvements, the Commissioners' Court may reduce the security to an amount no less than twenty percent (20%) of total construction costs upon acceptance of such improvements into the one-year maintenance period. At the 10<sup>th</sup> month of the one (1) year maintenance period, the developer shall be responsible for submitting a written notification for a final review to request acceptance into the County Road Network for Maintenance. **See Sample Notice of Maintenance Period Ending on Exhibit Q.** Prior to the one-year maintenance period expiration, the Commissioners' Court will consider whether to accept the road and drainage improvements into the County Road Network for Maintenance. **See Road Acceptance Procedure on page 48.** The Road Acceptance Procedure is more fully set forth in XIV. H. hereof.

14. Paragraph 12.A.2(a) (Minimums for Residential Lots, Single-Family and Duplexes) of Section A Road/Street and Alleys, Design Recommendations on page 34 previously read:

Minimum width at front lot line of all lots shall be sixty feet (60').

15. Paragraph 14 Private Roads in Subdivisions on page 36 previously read:

Grimes County discourages the use of private roads in subdivisions because, in most cases, the construction and/or maintenance costs become the obligation of owners of property abutting such. The Grimes County Commissioners' Court hereby finds that such does not promote the general welfare of its citizens. If private roads will be used, the plat must contain the relevant notation regarding private roads as found in paragraph 10 of

Exhibit B and the procedures established herein regarding security for roads and drainage will remain applicable except that upon inspection by the County's Representative at the end of the one-year maintenance period described herein, the County's Representative will request that the issue of releasing any remaining security without acceptance of the roads into the County Road Network be placed on an agenda for Commissioners' Court consideration. If the Commissioners' Court finds that the improvements in question meet relevant specifications, any remaining security will be released. Should the improvements fail to meet relevant specifications, any security provided for such improvements will be forfeited to the County for the purpose of completing construction of the improvements in accordance with relevant specifications.

16. Section H Road Acceptance Procedure on page 48 (first paragraph) previously read:

All conditions of final plat approval must be met prior to roads being accepted into the one-year maintenance period. All construction must be in accordance with approved plans and construction standards set forth herein, or as amended and adopted by the Commissioners' Court.

17. Section H Road Acceptance Procedure on page 48 (second paragraph) previously read:

**ACCEPTANCE INTO ONE (1) YEAR MAINTENANCE PERIOD** –The developer shall notify the County's Representative, in writing, prior to the completion of the road construction improvements. **See Sample Notice of Construction Complete on Exhibit P.** The developer shall provide copies of the quality control test results performed by a certified testing laboratory (all at the developer's expense). The County's Representative shall then inspect the roads and improvements and give written notice of any observed deficiencies. Upon rectification of deficiencies, a request to place the improved roads into the one-year maintenance period shall be forwarded to Commissioners' Court for consideration. Upon acceptance into the one-year maintenance period, the developer's security may then be reduced to an amount no less than twenty percent (20%) of total construction cost of the improvements.

18. Section H Road Acceptance Procedure on page 48 (third paragraph) previously read:

**FINAL ROAD ACCEPTANCE INTO COUNTY ROAD NETWORK FOR MAINTENANCE** – After the roads have been accepted into the one-year maintenance period and have been maintained by the developer for a period of ten (10) months, it is the duty of the developer or his/her representative to notify the County's Representative in writing that it is their request to have the County accept the road(s) into the County Road Network for Maintenance. **See Sample Notice of Maintenance Period Ending on Exhibit Q.**

19. Section H Road Acceptance Procedure on pages 48-49 (fourth paragraph) previously read:

The County's Representative will then perform an inspection. If deficiencies are observed, notice of such shall be forwarded to the developer for correction. Once the deficiencies have been corrected, the request will be placed on the Commissioners' Court agenda for acceptance by the Commissioners' Court of such into the County Road Network for Maintenance. Upon acceptance into the County Road Network for Maintenance by the Commissioners' Court, the developer's security shall then be released. Should the developer fail to (1) correct the deficiencies noted or (2) notify the County's Representative within ten (10) days of the expiration of the tenth month of the one-year maintenance period of his request for acceptance of the roads into the County Road Network for Maintenance or of his request for an extension of time as provided by paragraph XII D. 6. A., any security provided for such improvements will be forfeited to the County for the purpose of completing construction of such improvements in accordance with relevant specifications.

20. Section H Road Acceptance Procedure on page 49 (first bold paragraph) previously read:

Grimes County discourages the use of private roads in subdivisions because, in most cases, the construction and/or maintenance costs become the obligation of owners of property abutting such. The Grimes County Commissioners' Court hereby finds that such does not promote the general welfare of its citizens. If private roads will be used, the plat must contain the relevant notation regarding private roads as found in paragraph 10 of Exhibit B and the procedures established herein regarding security for such roads and drainage will remain applicable except that upon inspection by the County's Representative at the end of the one-year maintenance period described herein, the County's Representative will request that the issue of releasing any remaining security without acceptance of the roads into the County Road Network be placed on an agenda for Commissioners' Court consideration. If the Commissioners' Court finds that the improvements in question meet relevant specifications, any remaining security will be released. Should the improvements fail to meet relevant specifications, any security provided for such improvements will be forfeited to the County for the purpose of completing construction of the improvements in accordance with relevant specifications.

21. Exhibit A Development Chronology previously provided for only a one (1) year maintenance period.

22. Exhibit A Development Chronology previously provided for only a one (1) year maintenance period.

23. Exhibit A Development Chronology previously did not provide for development of at least 50% of the lots prior to final acceptance into the County Road Network for Maintenance.

24. Exhibit A Development Chronology previously provided for only a one (1) year maintenance period and did not provide for development of at least 50% of the lots prior to final acceptance into the County Road Network for Maintenance.

25. Exhibit A Development Chronology previously did not provide for the County's Representative to confirm development of at least 50% of the lots has occurred.

26. Exhibit N Sample Construction and Maintenance Bond With Surety previously did not provide for development of at least 50% of the lots in the subdivision prior to the expiration of the maintenance period and acceptance into the County Road Network for Maintenance.

27. Exhibit N Sample Construction and Maintenance Bond With Surety previously did not provide for development of at least 50% of the lots in the subdivision prior to the expiration of the maintenance period and acceptance into the County Road Network for Maintenance.

28. Exhibit P Sample Notice of Construction Complete previously read:

This written notification is being sent in accordance with the Grimes County Subdivision Rules and Regulations to inform you that construction of XYZ Development is approaching completion. We are requesting a Final Inspection of all improvements to satisfy the requirements and thus have the road improvements placed into the one year maintenance period.

29. Exhibit Q Sample Notice of Maintenance Period Ending previously read:

This written notification is being sent in accordance with the Grimes County Subdivision Rules and Regulations to inform you that THE MAINTENANCE PERIOD FOR XYZ Development is approaching. We are in the tenth month and request an inspection prior to the end of this phase. We are requesting a Final Inspection of all improvements to

satisfy the requirements and thus have the road improvements placed into the COUNTY ROAD SYSTEM.

**ADDENDUM #2 TO SUBDIVISION REGULATIONS**  
**As Revised on April 28, 2015**

14a. Paragraph 12.A.5. (Minimums for Residential Lots, Single-Family and Duplexes) of Section A Road/Street and Alleys, Design Recommendations on page 34 previously read:

Minimum area of lots for approved individual septic facilities and public water supply shall be no less than one(1) acre if a standard septic system is applicable and no less than one and a half (1 ½) acres if an aerobic system is applicable; this excludes any land which is situated in the flag pole area of a flag lot and any land in the Special Flood Hazard Area.

**ADDENDUM #3 TO SUBDIVISION REGULATIONS**  
**As Revised on May 10, 2016**

10a. Section D Plat Requirements, Paragraph 2 Title Information on page 25 previously read:

A certificate or letter from a title guaranty company or from an attorney duly licensed to practice law in Texas certifying to at least the following concerning the title to the land: A statement of records examined and date of examination within thirty (30) days of submission; name of the fee owner as of the date of examination and the date, file number, and volume and page or the recording of the deed involved; the name of any lien-holder together with the date of filing and volume and page of such lien and a general description of any easements or fee strips granted, along with the file number, date of filing, and volume and page of recording. The certificate or letter shall be submitted to the County Attorney for review. **See Letter of Approval-County Attorney on Exhibit H.**

**ADDENDUM #4 TO SUBDIVISION REGULATIONS**  
**As Revised on March 28, 2018**

7. Road Construction Security on page 13 previously read:

Estimated cost of construction of the roads, streets, and drainage requirements as presented by developer's engineer and approved by the Grimes County Road and Bridge Engineer/Administrator.

10b. Section D Plat Requirements, Paragraph 6 Security, Subsection (a) Roads and Drainage on page 25 previously did not provide for developers to provide "other acceptable financial guarantee".

12. Section D Plat Requirements, Paragraph 7 Warranty previously read:

The developer should require performance and payment bonds from the contractor for one hundred percent (100%) of the cost of all improvements. The developer shall also provide to the County security against defective materials or workmanship on the improvements constructed while under the maintenance period until development of at least 50% of the tracts have occurred and at least one (1) year has lapsed.

13. Section H After Recording of Final Plat on page 28 previously read:

Upon completion of the construction of roads/drainage and/or water/sewer service facilities, the developer shall notify the County's Representative of such. **See Sample Notice of Construction Complete on Exhibit P.** The County's Representative shall inspect the improvements and upon certification by such representative that construction of such improvements has been completed, a developer's security requirements may be reduced or released entirely by the Commissioners' Court upon acceptance of the improvements by Commissioners' Court. Formal action by the Commissioners' Court must occur to accept the improvements and reduce/release any security. In the case of road and drainage improvements, the Commissioners' Court will reduce the security to twenty percent (20%) of total construction costs upon acceptance of such improvements into a maintenance period. The developer must renew this maintenance bond until acceptance of such improvements by the County into the County Road Network for Maintenance. No earlier than the 10<sup>th</sup> month of the maintenance period but after development of at least 50% of the tracts, the developer shall be responsible for submitting a written notification for a final review to request acceptance into the County Road Network for Maintenance. **See Sample Notice of Maintenance Period Ending on Exhibit Q.** Prior to the maintenance period expiration, the Commissioners' Court will consider whether to accept the road and drainage improvements into the County Road Network for Maintenance. Should the County Representative determine that the maintenance bond is insufficient to bring the roads to current county specifications, the County may refuse to accept the roads into the County Road Network for Maintenance. **See Road Acceptance Procedure on page 48.** The Road Acceptance Procedure is more fully set forth in XIV. H. hereof.

15a. Section C Construction Requirements, Paragraph 1 General Requirements, Subparagraph C Observation During Construction on page 40 previously read:

The County shall from time to time observe the construction of all drainage structures and roads/streets in the subdivision during the course of construction to see that they comply with the regulations governing the same. In this regard, free access to the subdivision shall be accorded the County by the owner/developer, his agent and employees. Inspection by the County, or its representative, shall not in any way impair or diminish the obligation of the developer to install improvements in the subdivision in

accordance with the County's Regulations. The developer shall bear the expenses for these periodic reviews as specified in the Fee Schedule.

15b. Section 2 Minimum Standards for Improvement of Roads and Streets, Paragraph B Open Ditch Sections, subparagraph 4 on page 41 previously read:

Each of the facilities described in 1-3 shall be constructed of concrete or flexible base in accordance with the standards outlined herein.

18. Section H Road Acceptance Procedure on page 48 (third paragraph) previously read:

**FINAL ROAD ACCEPTANCE INTO COUNTY ROAD NETWORK FOR MAINTENANCE –**

After the roads have been accepted into the maintenance period and have been maintained by the developer for a period of at least ten (10) months and after development of at least 50% of the tracts has occurred, it is the duty of the developer or his/her representative to notify the County's Representative in writing that it is their request to have the County accept the road(s) into the County Road Network for Maintenance. **See Sample Notice of Maintenance Period Ending on Exhibit Q.**

19. Section H Road Acceptance Procedure on pages 49 (fourth paragraph) previously read:

The County's Representative will then perform an inspection. If deficiencies are observed, notice of such shall be forwarded to the developer for correction. Once the deficiencies have been corrected and the County Representative confirms that development of at least 50% of the subdivision has occurred, the request will be placed on the Commissioners' Court agenda for acceptance by the Commissioners' Court of such into the County Road Network for Maintenance. Upon acceptance into the County Road Network for Maintenance by the Commissioners' Court, the developer's security shall then be released. Should the developer fail to (1) correct the deficiencies noted or (2) notify the County's Representative prior to thirty (30) days before the expiration of the tenth month of the twenty-fourth month of the maintenance period of his request for acceptance of the roads into the County Road Network for Maintenance or of his request for an extension of time as provided by paragraph XII D. 6. A., any security provided for such improvements will be forfeited to the County for the purpose of completing construction of such improvements in accordance with relevant specifications. Alternatively, should the County Representative determine that the maintenance bond is insufficient to bring the roads to current county specifications, the County may refuse to accept the roads into the County Road Network for Maintenance.

23. Exhibit A Development Chronology previously did not specify that development of at least 50% of the lots prior to final acceptance into the County Road Network for Maintenance was limited to asphalt roads.

24. Exhibit A Development Chronology previously did not specify that development of at least 50% of the lots prior to final acceptance into the County Road Network for Maintenance was limited to asphalt roads.

25. Exhibit A Development Chronology previously did not specify that the County's Representative confirmation of development of at least 50% of the lots has occurred was limited to asphalt roads.

25a. Exhibit L Final Plat Checklist previously did not include #17 Water/Sewer Plan under Design Standards.

26. Exhibit N Sample Construction and Maintenance Bond With Surety previously did specify that development of at least 50% of the lots in the subdivision prior to the expiration of the maintenance period and acceptance into the County Road Network for Maintenance was limited to asphalt roads.

27. Exhibit N Sample Construction and Maintenance Bond With Surety previously did specify that development of at least 50% of the lots in the subdivision prior to the expiration of the maintenance period and acceptance into the County Road Network for Maintenance was limited to asphalt roads.

29. Exhibit Q Sample Notice of Maintenance Period Ending previously allowed the request to be made after the maintenance period had ended and did not specify that development of at least 50% of the lots in the subdivision had been developed was limited to asphalt roads.

**ADDENDUM #5 TO SUBDIVISION REGULATIONS**  
**As Revised on July 8, 2020**

6a. Infrastructure Development Plan for Manufactured Home Rental Communities fee on page 13 was previously \$100 plus 10.00 per rental space.

6b. Preliminary and Final Plat Fees on page 13 were previously:

Up to 10 acres	<u>\$ 150.00</u>
Up to 25 acres	<u>\$ 250.00</u>
Up to 50 acres	<u>\$ 350.00</u>
Up to 75 acres	<u>\$ 450.00</u>
\$200.00 for each additional increment of 25 acres	

Water and Sewer Service Facilities Security Fees on page 13 were previously included as follows:

Aerobic system	<u>\$10,000.00</u>
Well Water	<u>\$ 5,000.00</u>
Tie into a Public Water Line	<u>\$ 750.00</u>
Cost of Water Line	<u>\$4.50/linear foot</u>

6c. Variance Request Fee on page 13 was previously \$50.00 per request.

6d. Recording Fees on page 13 previously read:

Shall be the amount as determined by the County Clerk of Grimes County and are subject to change. Certified copy of plat \$ 50.00