

**HIDALGO COUNTY SUBDIVISION RULES**

**As Amended and Restated, July 5, 2000  
Effective July 19, 2000**

**Title M Amended and Restated, June 14, 2005  
Effective June 14, 2005**

**Title A Amended and Restated, January 09, 2007  
Title A & Title B Amended and Restated, September 25, 2007**

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## TITLE G. GENERAL PROVISIONS

### G.1 Authority

These rules are adopted under the constitution and laws of the State of Texas, including in particular Chapters 232 and 233 of the Texas Local Government Code, Chapter 366 of the Texas Health & Safety Code, and Subchapter J of Chapter 16 of the Texas Water Code.

### G.2 Applicability; Location of Land

- A. These rules apply when land in Hidalgo County outside of a municipality is being divided into parts. Either Title A or Title B of these rules may apply, depending upon the location and the nature of the division of the land. The provisions of Title M may apply in addition to the requirements of Titles A and B, and may apply when neither Titles A nor B apply. For all such divisions of land, the owner or owners thereof and their agents shall comply with the requirements of these rules and applicable state and federal laws. A division of a tract includes any division, regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed, by using a contract of sale or other executory contract to convey, or by using any other method.
- B. When Title B applies. Title B applies when subchapter B of Chapter 232 of the Texas Local Government Code applies. Accordingly, Title B applies when:
1. land is subdivided into two or more lots that are intended primarily for residential use,
  2. the subdivision is not incident to the conveyance of the land as a gift to a person related within the third degree of affinity or consanguinity to the grantor, as determined under Chapter 573, Tex. Govt. Code, and
  3. the land is located outside the corporate limits of a municipality.

**A lot is presumed to be intended for residential use if the lot is five acres or less.**

- C. When Title A applies. Title A generally applies when a tract of land outside the corporate limits of a municipality is divided into two or more parts and the division is not governed by Title B. Specifically, Title A applies when Title B does not and the tract of land is being divided into two or more parts to lay out a subdivision of the tract, including an addition; lots; or 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.
- D. When Title M applies. Title M applies to any subdivision of land, 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 intended for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.

- E. City ETJ and maps thereof. The Chapter 42 ETJ of a municipality (or “city” herein) generally extends for a distance beyond the city’s limits that can vary from ½ mile up to 5 miles. Appendix 1 lists the current sizes of the ETJ’s of the cities in Hidalgo County. The County Planning Department shall keep an updated version of Appendix 1. Municipalities are required by § 41.001 of the Local Government Code to maintain current maps of their boundaries and extraterritorial jurisdictions. The Hidalgo County Planning Department shall maintain an updated set of such municipal maps to allow determination of whether land proposed to be subdivided is situated outside the corporate limits of a municipality and whether the land is situated outside the chapter 42 ETJ and/or chapter 212 ETJ of any municipality.

### **G.3 Organization of Rules; References to Rules**

These rules are divided into four titles and a set of appendices. Title G contains general provisions. Titles A and B contain specific requirements for certain divisions of land. Titles A, B and M are further divided into chapters and into sections. A reference in title A or title B to “these Rules” means the rules contained within that respective title and the associated appendices. A letter designating the title in which it appears may precede a reference to a particular section. For example, section B.2.3 refers to section 2.3 as contained in chapter 2 of Title B.

### **G.4 Overlap of Municipal and County Subdivision Regulations under Texas Local Govt. Code, Chapter 242**

For an area in a municipality’s extraterritorial jurisdiction as defined by Texas Local Government Code sections 42.021 and 212.001, a subdivision is subject to regulations of both the municipality and Hidalgo County. If a municipal regulation conflicts with a county regulation, the more stringent provision prevails. In Hidalgo County, a city with a population (by census) of 5,000 generally has an ETJ under section 212.001 that extends for 5 miles from its city limits.

### **G.5 Municipal ETJ Extension and Adjustment**

When a city’s ETJ expands, it may not, under Local Government Code § 42.022, include any area in the existing ETJ of another city. A city may consent to a reduction in its ETJ, thereby yielding the territory to regulation as part of another city’s ETJ.

### **G.6 Effective Date; Repealer; Severability**

These rules become effective on the 19th day of July, 2000. The Hidalgo County Subdivision Rules adopted August 31, 1999, are hereby repealed, except as to such sections which are retained herein, but they remain in effect for the purpose of prosecuting a civil or criminal suit for a violation or offense that occurred there under. If any part or provision of these rules 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 judgment shall have been rendered and shall not affect or impair the validity of the remainder of these

rules or the application thereof to other persons or circumstances. The Commissioners Court hereby declares that it would have enacted the remainder of these rules without any such part, provision, or application.

## **G.7 Amendment**

The Hidalgo County Commissioners Court as provided by law may amend these rules from time to time. A reference to each order amending these rules shall be listed in this section, and these rules restated to include the amendment in its correct location.

<b><u>Date of order</u></b>	<b><u>Sections Amended.</u></b>
August 31, 1999	Numerous - to implement 1999 legislative changes
July 5, 2000	G.2, G.3, A.1.5, A.1.6, A.2.8, A.2.9, A.3.5.E.13, A.3.7.E.10, A.3.7.E.12, A.3.8.B, A.5.2.B, A.5.5.C, A.6.2, B.1.1, B.1.5, B.2.8, B.2.9, B.3.5.E.13, B.3.7.E.14, B.3.7.E.16, B.3.8.E.2, B.5.2.B, B.5.2.C, B.5.5.C, B.6.4, Chapter 4 of titles A and B, Title M., 3.3 and 3.5 of Appendix 5 - To Adopt New Model Rules, to incorporate other recent regulatory enactments and to adopt technical corrections to prior Rules.
June 14, 2005	Amendment to Title M of the Model Subdivision Rules
January 09, 2007	Title A 1.5 Added Section B Exception to Plat Requirement: Division of Land as Part of an Application for Approval of a Qualified Subdivision Filed with the Railroad Commission
September 25, 2007	Title A Section 1.6, 2.1, 2.4.B, 2.4.F.2, 2.5, 2.7, 2.8.B, 2.9, 2.10, 2.11, 3.1.A, 3.1.C, 3.3, 3.4.A, 3.5.A, 3.5.C, 3.5.5, 3.5.E.9, 3.5.E.12, 3.5.E.13, 3.5.E.14, 3.5.E.15, 3.5.E.16, 3.6.A, 3.7.A, 3.7.B, 3.7.C, 3.7.E.13, 3.7.E.14, 3.7.E.15, 3.7.E.16 Title B Section 1.5., 2.1, 2.4.B, 2.4.F.2, 2.5, 2.7, 2.8.B, 2.9, 2.10, 2.11, 3.1.A, 3.1.B, 3.3, 3.4.A, 3.5.A, 3.5.C, 3.5.5, 3.5.E.9, 3.5.E.12, 3.5.E.13, 3.5.E.14, 3.5.E.15, 3.5.E.16, 3.6.A, 3.7.A, 3.7.B, 3.7.C, 3.7, 3.7.D.14, 3.7.D.19, 3.7.D.20, 3.7.D.21 Appendix 5 Section 2.2, 2.5, 2.10 Appendix 8 – Sample General County Plat Notes Appendix 9 – County details and specifications

## **G.8 Subdivision Advisory Board**

- A. The County of Hidalgo hereby creates and establishes the Hidalgo County Subdivision Advisory Board for the purpose of providing advice to the Court regarding the approval of Preliminary and Final Plats, amendments or modifications to the Hidalgo County Subdivision Rules and the issuance of certificates under §232.028(b)-(f) and §232.029, Local Government Code.



- B.** The Subdivision Advisory Board shall be composed of five (5) members, who shall be appointed by the Court, one of who shall be designated as the Chairman by the Court. The members of the Subdivision Advisory Board shall be appointed from the citizens of the County at large. Members of the Subdivision Advisory Board shall serve without compensation. The County Clerk of Hidalgo County shall serve as the ex-officio clerk of the Subdivision Advisory Board, and shall be responsible for maintaining the minutes and official records of the Subdivision Advisory Board.
  
- C.** The term of office of a member of the Subdivision Advisory Board shall commence upon the member's appointment and qualification for office under the constitution and laws of the State of Texas, and shall continue for a period of two (2) years, and thereafter until a successor is appointed and qualified; provided, however, that at the initial meeting of the Subdivision Advisory Board, the members of the Subdivision Advisory Board shall draw lots to designate two (2) members of the Subdivision Advisory Board to serve a one-year initial term. Vacancies in the office of member of the Subdivision Advisory Board, whether by death, resignation or removal from office, shall be filled by a majority vote of the Court for the unexpired term.
  
- D.** The Subdivision Advisory Board shall meet at least monthly, at a time and place selected by majority vote of the Subdivision Advisory Board. Meetings of the Subdivision Advisory Board shall be open to the public and shall be posted in accordance with the requirements of the Texas Open Meetings Act.

Within 30 days after the date the Subdivision Advisory Board is selected, the members shall meet and prepare a detailed plan and rules for operation of the Subdivision Advisory Board. The plan and rules may include any matters relating to the organization and operation of the Subdivision Advisory Board, but must include:

1. the date and time of regular meetings of the board, and procedures for the calling of a special meeting; and
2. the procedures for the preparation of the agenda for meetings of the board, and requirements which must be met prior to a proposed Preliminary Plat or Final Plat being presented to the board.

Upon completion of the plan and rules, they shall become effective upon the ratification thereof by the Court. No amendment or modification to the plan or rules shall be effective unless it is approved by the Court.

- F.** Notwithstanding any provision in these Rules to the contrary, no Preliminary Plat nor any Final Plat shall be presented to the Court for approval, or acted upon by the Court, without such plat first having been reviewed by the Subdivision Advisory Board, and the recommendation of the Subdivision Advisory Board as to the approval or rejection of such plat having been attached to the plat. The Court may act contrary to the recommendation of the Subdivision Advisory Board only upon an affirmative vote of a majority of the Court present and voting on the matter.

**G. Conflict of Interest as to Members of Subdivision Advisory Board.**

In this section, “subdivided tract” means a tract of land, as a whole, that is subdivided into tracts or lots. The term does not mean an individual lot in a subdivided tract of land.

1. A person has an interest in a subdivided tract if the person:
  - a. has an equitable or legal ownership interest in the tract;
  - b. acts as a developer of the tract;
  - c. owns voting stock or shares of a business entity that:
    - (1) has an equitable or legal ownership interest in the tract; or
    - (2) acts as a developer of the tract; orreceives in a calendar year money or any thing of value from a business entity described by subdivision c.

A person also is considered to have an interest in a subdivided tract if the person is related in the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to a person who, under subsection B, has an interest in the tract.

If a member of the Subdivision Advisory Board has an interest in a subdivided tract, the member shall file, before a vote or decision regarding the approval of a plat for the tract, an affidavit with the county clerk stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk.

The Court may, in its sole discretion, remove a member of the Subdivision Advisory Board from office upon a finding by the Court that a member of the Subdivision Advisory Board has violated any provision of this section G.8.G.

**TITLE A. DIVISIONS OF LAND OUTSIDE THE CORPORATE LIMITS OF A MUNICIPALITY AND NOT SUBJECT TO THE RULES IN TITLE B.**

**CHAPTER 1 - GENERAL AND ADMINISTRATIVE PROVISIONS**

**1.1 Applicability**

This title generally applies when a tract of land outside the corporate limits of a municipality is divided into two or more parts and the division is not governed by Title B. Specifically, the rules in Title A (which together with the related appendices are referred to as “these Rules”) apply when Title B does not and the tract of land is being divided into two or more parts to lay out a subdivision of the tract, including an addition; lots; or 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. A division of a tract under this section includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.

The provisions of Section A.1.1.A. notwithstanding, this title does not apply to divisions of land described in Tex. Local Government Code § 232.0015(b)-(k).

**1.2 General Requirement; Plat Required**

For any division of land subject to this title, the owner or owners thereof and their agents shall comply with the requirements of these Rules and applicable state and federal laws. In particular and without limitation, the owner of the tract of land must have a plat prepared and recorded in accordance with these Rules, Chapter 232 of the Texas Local Government Code, Chapter 12 of the Texas Property Code, and (if the land is within a municipality’s ETJ under Texas Local Government Code §§ 42.021 and 212.001) the municipality’s subdivision rules and Chapter 212 of the Texas Local Government Code.

**1.3 Responsibility for Costs**

The owner or owners of the land being subdivided shall be responsible for costs of improvements as required by these Rules.

**1.4 Conflict of Interest & Penalty under Local Govt. Code § 232.0048**

- A. In this section, “subdivided tract” means a tract of land, as a whole, that is subdivided. The term does not mean an individual lot in a subdivided tract of land.
- B. A person has a substantial interest in a subdivided tract if the person:
  - 1. has an equitable or legal ownership interest in the tract with a fair market value of \$2,500 or more;
  - 2. acts as a developer of the tract;
  - 3. owns 10 percent or more of the voting stock or shares of or owns either 10 percent or more or \$5,000 or more of the fair market value of a business entity that:
    - a. has an equitable or legal ownership interest in the tract with a fair market value of \$2,500 or more; or
    - b. acts as a developer of the tract; or

receives in a calendar year funds from a business entity described by subdivision 3 that exceed 10 percent of the person's gross income for the previous year.

- C. A person also is considered to have a substantial interest in a subdivided tract if the person is related in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to another person who, under subsection B, has a substantial interest in the tract.
- D. If a member of the Commissioners Court of a county has a substantial interest in a subdivided tract, the member shall file, before a vote or decision regarding the approval of a plat for the tract, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk.
- E. A member of the Commissioners Court of a county commits an offense if the member violates subsection D. An offense under this subsection is a Class A misdemeanor.
- F. The finding by a court of a violation of this section does not render voidable an action of the Commissioners Court unless the measure would not have passed the Commissioners Court without the vote of the member who violated this section.

### **1.5 Exception to Plat Requirement: Division of Land for Manufactured Home Rental Community**

No formal plat shall be required for a manufactured home rental community, unless the manufactured home rental community also constitutes a subdivision governed by Titles B or M. For the purposes of this provision, a "manufactured home rental community" means 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, exclusively for the installation of manufactured homes for use and occupancy as residences. The requirements of this provision notwithstanding, a manufactured home rental community must comply with the rules or regulations of Hidalgo County regarding OSSF and the rules of the Texas Commission on Environmental Quality governing the use of on-site sewerage facilities.

### **1.6 Definitions**

- A. Rules of Definition: Words used in the present tense shall include the future unless the context indicates otherwise, words used in the singular number shall include the plural, and words used in the plural number shall include the singular.
- B. Definitions of words and terms: The following words and terms, when used in these Rules, shall have the following meanings unless the context indicates otherwise. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in governmental planning and engineering practices.

**"Block"** means a piece or parcel of land typically surrounded by public streets on no fewer than three (3) sides normally containing several lots or the equivalent area.

**"Building"** any structure used or intended for supporting or sheltering any use or occupancy.

**“Building line” or “building set-back line”** means a line established, in general, parallel to the property line, between which and such property line, no part of a building shall project.

**“Commissioners Court” or “Court”** means the duly elected Commissioners Court of Hidalgo County, Texas, acting in its official capacity.

**“Corner Lot”** means a lot, which is located adjacent to, or abutting, two intersecting streets, roads or highways.

**“County Engineer”** means an Engineer who has been appointed, employed or retained by the Commissioners Court to be responsible for review of all engineering matters concerning compliance of proposed subdivisions with these Rules. In the absence of the County Engineer, the Hidalgo County Subdivision Advisory Board or another entity or person duly appointed by Commissioners Court shall have the authority to act in place of the County Engineer insofar as these Rules are concerned.

**“County Planning Department” or “Planning Department”** means the department established by the Court for the purpose of reviewing compliance with these Rules.

**“Drainage easement”** means an interest in land granted to the public generally, to a political subdivision of the state and/or to an individual land owner, for installing or maintaining drainage ditches, pipelines, box structures or other facilities for the conveyance of storm or runoff water across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said facilities.

**“Easement”** means an interest in land granted to the County, to the public generally, and/or to a utility corporation or political subdivision of the State of Texas for a specific purpose or purposes over, across, or under private land, together with the right to enter thereon with vehicles and machinery necessary for the maintenance of said interest. Unless an easement is dedicated and accepted in writing, the County shall not be obligated to maintain it.

**“Engineer”** means a person duly authorized under the provisions of the Texas Engineering Practice Act (Revised Civil Statutes art. 3271a) to practice engineering, or a firm employing such persons and practicing engineering in compliance with the Texas Engineering Practice Act.

**“ETJ”** means extraterritorial jurisdiction (see below).

**“Extraterritorial jurisdiction”** means the land area surrounding a municipality’s corporate limits as determined, depending upon the context, by Texas Local Government Code § 42.021 (for a distance that increases with a municipality’s population) or § 212.001 (for a distance of five miles for a municipality with population of 5,000 or more).

**“Final plat”** means a map or drawing showing the proposed subdivision and any accompanying material prepared as described in these Rules and state law.

**“Flood Insurance Rate Map”** means an official map or plat showing boundaries of flood zones published by FEMA (the Federal Emergency Management Agency) for the National Flood Insurance Program.

**“Floodplain”** means any area in the 100-year floodplain that is susceptible to being inundated by water from any source or that is identified by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 through 4127).

**“Hidalgo County Subdivision Advisory Board” or “Subdivision Advisory Board”** means the group of persons chosen by the Commissioners Court with responsibilities to review proposed subdivisions as set out in these Rules.

**“Irrigation easement”** means an interest in land granted to the public generally, to a political subdivision of the state and/or to an individual land owner, for installing or maintaining irrigation ditches, canals, pipelines and structures across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said irrigation facilities.

**“Lot depth”** means the length of a line connecting the mid-points of the front and rear lot lines, which line shall usually be at right angles to the front lot line or radial to a curved lot line.

**“Lot width”** means the length of a line (drawn perpendicular to the lot depth line) connecting the side lot lines at the building setback line or at a point no farther than 35 feet from the front lot line, if the length at such point is greater.

**“Monument”** means a concrete monument, an iron rod, an iron pipe or other such evidence used to mark the boundaries of subdivisions and lot or block corners.

**“100-Year Flood”** - Means a flood of such magnitude as may reasonably be expected to be equaled or exceeded on an average of once every 100 years; the term also means that level of flooding having a one (1) percent probability of occurrence in any year.

**“Pavement width”** means the portion of a street available for vehicular traffic; where curbs are laid, it is the portion between the faces of the curbs.

**“Person”** means an individual, firm, corporation, or other legal entity.

**“Preliminary plat”** means the drawing or map and accompanying documents prepared in accordance with these Rules in which the Subdivider initially presents the plan for a subdivision to the County.

**“Plat”** means **“final plat”** as defined above. A **re-plat** or **re-subdivision** is considered a plat.

**“Private Street”** means a vehicular access way under private ownership and maintenance providing access to buildings containing residential dwelling units or any park located more than 300 feet from an approved public street right-of-way. A private street shall also include any vehicular access to three or more residential units. Parking lots and private driveways within shopping centers, institutions, commercial areas, and industrial developments will not be considered as private streets.

**“Public street”** means an area, parcel, or strip of land that provides primary vehicular access to adjacent property or land and provides general community vehicular circulation (whether designed as a street, highway, freeway, thoroughfare, avenue, lane, boulevard, road, place, drive, or however otherwise designated) and that is dedicated or granted for public purposes.

**Residential use**” includes single-family residential uses; two-family uses; and multi-family residential apartment or townhouse uses.

**“Right-of-way” or “ROW”** means the area within the outermost boundaries of a street or road, including the area for a constructed watercourse or drainage ditch.

**“Shall”** is mandatory and **“may”** is permissive.

**“Street”** means a ROW, however designated, which provides primary vehicular access to adjacent land. See also **“Public Street”** defined above and the classifications of streets in section 2.2 of these Rules.

**“Surveyor”** means a licensed state land surveyor or a registered professional land surveyor, as authorized by the Texas Professional Land Surveying Practices Act (Revised Civil Statutes art. 5282c) to practice the profession of surveying.

**“Utility easement”** means an interest in land granted to the public generally and/or to a private or public utility corporation or political subdivision of this state, for installing or maintaining utilities across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said utilities.

## CHAPTER 2- GENERAL SUBDIVISION DESIGN

### 2.1 General Principles

In accordance with Texas Local Government Code Chapter 232.101 the Commissioners Court has adopted the rules contained herein for governing plats and subdivisions of land within the unincorporated area of the County to promote the health, safety, morals, or general welfare of the County and the safe, orderly, and healthful development of the unincorporated area of the County.

- A. This chapter contains many general design requirements. Further specific requirements for construction of streets and drainage are contained in the Appendix.
- B. Layout. The subdivision layout shall make reasonable provisions for development of adjacent land.
- C. Name of Subdivision. Duplication of subdivision names shall be prohibited.

### 2.2 Classifications of Streets

Streets are classified as follows:

- A. “Farm to Market Road” means a road so designated by the Texas Department of Transportation. It shall have a right-of-way of not less than 120 feet.
- B. “Main Arterial Street” means a public street, which provides for the major vehicular circulation, or cross-towns, loops, by-pass, or radial routes of the region, county, or city, other than a Farm to Market Road. Such a street is typically over 5 miles in length. It shall have a right-of-way width of not less than 50 feet or more than 100 feet and a pavement width of not less than 32 feet or more than 56 feet.
- C. “Collector Street” means a public street, which provides for expeditious movement of vehicular traffic within a neighborhood, collecting traffic from minor streets and connecting to other major streets. Such a street is typically 2 to 5 miles in length. It shall have a right-of-way width of not less than 50 feet or more than 100 feet and a pavement width of not less than 32 feet or more than 56 feet.
- D. “Minor Street” means a street which is used primarily for access and circulation to abutting residential properties and which is intended to serve traffic within a limited area. Such a street is typically less than 2 miles in length. It shall have a right-of-way width of not less than 40 feet or more than 70 feet and a pavement width of not less than 25 feet or more than 35 feet.
- E. “Alley” means 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.
- F. “Cul-de-sac” means a short public street having but one opening or access to another public street and terminating in a vehicular turn-around.



- G. "Dead-end street" means that portion of a public street, which initially has only one opening or access to another public street but which will be extended at a later date.

### 2.3 Non-applicability to Various Driveways and Parking Lots

Notwithstanding the foregoing classifications, the following shall not be considered to be within the purview of these Rules:

- 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 a delivery platform or an entrance of a building appropriate for the delivery thereto of goods or merchandise, and located wholly on private property.
- B. An area appurtenant to a store or 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 group of such establishments which are under common control or management; provided such industrial or commercial entranceway or roadway shall be considered a public street under the terms of these Rules if it has entrances 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 establishment in question.
- D. An entrance or driveway designed or used to provide principal or primary vehicular access to any apartment building or a group of apartment buildings designed for multi-family occupancy and under one ownership. Such entrance or driveway shall not be used to provide public access to adjacent areas.

### 2.4 Street and Alley Layout

- A. **General** - The street pattern of a neighborhood shall provide adequate circulation within the subdivision and yet discourage excessive through traffic on minor or local streets. The arrangement, character, extent, width, grade, and locations of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and convenience, and to the proposed uses of the land to be served by such streets. If any portion of a collector or main arterial street traverses any part of the land being subdivided, that portion of the main or collector street, as planned at the proposed right-of-way width, shall be incorporated in the subdivision plat and shall be dedicated to the appropriate government. The street layout shall be devised for the most advantageous development of the entire neighborhood and shall conform to connecting streets in land adjacent to the new subdivision. Provisions shall be made within the subdivision to provide street access to adjacent undeveloped acreage in such a way as to assure adequate circulation for future development. Dead-end streets and those which do not conform to adjacent established streets are to be avoided whenever possible. Dead end streets shall be

terminated with a temporary cul-de-sac easement, which will be automatically abandoned upon the extension of a street into adjacent properties. Where a subdivision abuts or contains an existing or proposed Major Street, reverse frontage lots may be appropriate. When reverse frontage lots are designated, access shall be denied to the major street, and screen planting or a screening device shall be provided along the rear property line abutting such existing or proposed major 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 an adequate plan for the uses proposed. The street system layout shall be so designed, insofar as practicable, to preserve natural features such as trees, brooks, hilltops, and scenic views and other such features. There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use. The street system layout shall provide for the acceptable disposal of storm water, and provision shall be made by the Subdivider to handle storm water to comply with provisions elsewhere in these Rules and other regulations of the County.

**B. Minimum Right-of-Way Width Requirements - including streets in commercial and industrial subdivisions:**

- Farm to Market Road - 120 feet.
- Main Arterial Streets - not less than 100 feet;
- Collector Streets - not less than 80 feet;
- Minor Streets - not less than 50 feet.

In any event The Hidalgo County Thoroughfare Plan shall govern all right-of-way widths as identified in said plan.

Where proposed streets are extensions of existing or planned streets, having a right-of-way width greater than that specified herein, the proposed streets shall be the same width as the existing or planned streets. Where the proposed subdivision abuts upon an existing street that does not conform to these width requirements, the Subdivider shall dedicate right-of-way sufficient to provide for the full right-of-way width. Alleys are not permitted, unless required by a municipality-exercising jurisdiction over the subdivision within its ETJ. Where required by a municipality, Alleys shall conform to the municipality's requirements.

- C. **Curves** - The minimum centerline radius on curves shall be 2,000 feet for a Main Arterial, 800 feet for a Collector, and 100 feet for a Minor street. The minimum tangent distance between reverse curves shall be 100 feet.
- D. **Offsets** - Street centerlines, if offset, must be offset a minimum distance of 125 feet on centerline. Offset distances shall be indicated on the final plat.
- E. **Intersections**
  - 1. All streets and alleys are to intersect at a 90-degree angle with departures of more than 20 degrees subject to approval through the variance procedure upon evidence of good cause such as topography. Corners are to be rounded or have a corner clip or radii as shown below:
    - a. Farm to Market - 50' tangent clip

- b. Main Arterial - 50' tangent clip
  - c. Collector - 25' tangent clip or radii
  - d. Minor - 25' external tangent clip or radii, or 15' internal tangent clip or radii, as applicable.
2. Acute angle intersections, as may be approved, are to have 30-foot additional radii at acute corners.
  3. Street or alley intersections with or extending to meet an existing street or alley, will be tied to the existing street or alley on centerline, with dimensions and bearings to show the relationship.

**F. Cul-De-Sac Streets**

1. Turn-around are to have a minimum right-of-way radius of fifty feet (50') for single family use where curbed and guttered; a radius of sixty feet (60') for single family use where a rural section is utilized; and a one hundred feet (100') radius for apartment, commercial, or other uses.
2. Maximum length of cul-de-sac streets shall be 660 feet as measured from the centerline of intersection to cul-de-sac radius point. A cross street may be required where the proposed internal street exceeds the maximum length allowed of cul-de-sac street. A cross street shall not be required where the adjacent property has been developed without a viable connection to the proposed extension.
3. Temporary turn-around, conforming to the minimum radii requirements, are to be used where improvements are not installed at the end of a 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".

- G. Street Names** - The names of proposed streets shall conform to the names of existing street of which they may be or become extensions, and shall not duplicate or conflict with the recognized name of any other street located in the area subject to these regulations.

The Subdivider shall provide street signs and posts as per County standards, and traffic control signs as may be required by the County.

**2.5 Street and Paving Standards**

Streets shall be designed and constructed in accordance with the requirements in Appendix 5. Where further guidance for construction specifications is needed, the County Planning Department may require construction in accordance with the Standard Specifications for Construction of Highways, Streets and Bridges, (latest edition), as published by the Texas Department of Transportation or other appropriate standards.

## **2.6 Drainage Standards**

Drainage shall be designed in accordance with the requirements in these Rules, the current edition of the Hidalgo County Master Drainage Plan (a copy of which is available from Hidalgo County Drainage District No. 1) and, if the subdivision is located within its boundaries of Hidalgo County Drainage District No. 1 or contemplates the use of such district's facilities for drainage, approved by Hidalgo County Drainage District No. 1. Appendix 5 contains detailed requirements for drainage design. Where further guidance for construction specifications is needed, the County Planning Department and/or Hidalgo County Drainage District No. 1 may require construction in accordance with the latest edition of Standard Specifications for Construction of Highways, Streets and Bridges, as published by the Texas Department of Transportation, or other appropriate standards.

## **2.7 Easements for Utilities and Irrigation Facilities**

- A. When not located in an alley having a width of 20 feet or more, the location and width of necessary utility easements shall be determined by the public and private utility companies and shall connect with easements established in adjoining properties. Easements shall not be less than 15 feet in width. A written confirmation shall be required from all public and private utility companies that will occupy the easement to reduce an easement width less than the minimum required width. An easement located between abutting lots may be reduced to 10 feet.
- B. There also shall be shown on the plat and dedicated for utilities unobstructed aerial easements and guy wire easements as may be required for overhead facilities.
- 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. In rural areas where the future utility needs have not yet been established, easements will be dedicated along all rear lot lines and along side lot lines as deemed necessary.

The location and width of necessary irrigation easements shall be determined by the irrigation or water control and improvement district, or private property owner holding the dominant estate and shall connect with easements established in adjoining properties. Easements shall not be less than 15 feet in width. Easement widths for irrigation lines may be reduced with the written consent of the Irrigation District utilizing said easement.

- F. See the Appendix for further specifications regarding location and construction of utilities.

## **2.8 Blocks and Lots**

- A. Block Length - The minimum and maximum block length are 300' and 1,300' respectively, as measured along the center of the block or street.
- B. Lots - In general, the lot design shall provide for lots of adequate width, depth, and shape to provide open area, to eliminate over-crowding, and to be appropriate for the location of the subdivision and for the type of development and use contemplated. Lots shall have the side lot lines at right angles to the streets on which the lot faces, or radial to curved street lines. In Subdivisions that are to be serviced by an organized sewerage facility, the

minimum lot width for residential use shall be: 50 feet for lots measured at 90 degrees from the property line, 35 feet what length or chord for cul-de-sac lots, and 60 feet for corner lots. In Subdivisions that are to be serviced by a “septic tank” or other on-site sewage facilities (OSSF) system and are half (1/2) acre in size, the minimum lot width for residential use lots shall be 50 feet for lots measured at 90 degrees from the property line, 40 feet chord length or chord for cul-de-sac lots, and 60 feet for corner lots. Lots that are greater than half (1/2) acre in size the minimum lot width for residential use lots shall be 65 feet for lots measured at 90 degrees from the property line, 40 feet chord length or chord for cul-de-sac lots, and 70 feet for corner lots. Lots fronting a one hundred foot (100) public right-of-way or greater, whether the right of way is proposed or existing, shall have a minimum lot width of one hundred (100) feet. Shared driveways may be utilized to reduce the minimum required width on lots fronting a one hundred foot (100) public right-of-way or greater, whether the right of way is proposed or existing, from one hundred (100) feet to seventy (70) feet. Where shared driveway will be utilized, a note shall be placed on the plat designating which lots will use shared driveways and said shared driveways shall be constructed prior to final approval in accordance with these rules. In accordance with Texas Administrative Code Title 30, Part 1, Chapter 285, Subchapter A Rule §285.4, Texas Commission on Environmental Quality State Health Minimum Standards, all “one single family detached dwelling” lots that are served by a public water supply and using an individual OSSF systems for sewage disposal shall have lots of at least half (½) acre in size (21,780 square feet). Any ”one single family detached dwelling” lot NOT being served by a public water supply and using individual OSSF system for sewage disposal shall have lots of at least one (1) acre in size (43,560 square feet). Multi-family and commercial lots utilizing OSSF system for sewage disposal shall at a minimum be at least half (½) acre in size (21,780 square feet) and have adequate area to accommodate OSSF systems, parking lot requirements, and on-site drainage detention systems as set forth in the appendix of these rules. Multi-family and commercial lots NOT utilizing OSSF systems for sewage disposal shall have adequate area to accommodate parking lot requirements and on-site drainage detention systems as set forth in the appendix of these rules.

## 2.9 Septic Tanks

### **A preliminary conference with the County Health Department is highly recommended to determine the suitability of an area for development using septic tanks for sewage disposal.**

If a subdivision is proposed to contain buildings containing restroom or kitchen facilities and is not to be served by a public sanitary sewer system, and septic tanks or other on-site sewage facilities (“OSSF”) are to be used, lot sizes shall be adequate to accommodate the size of drain field as necessary, because of soil type, to effectively absorb the effluent without creating a health hazard or nuisance. The rules, requirements, and procedures adopted by the Hidalgo County Commissioners Court on February 8, 1999, or in the most recently adopted OSSF Order, shall apply to all of the area of Hidalgo County except for the areas within boundaries of any municipality in Hidalgo County. In no event shall applicable state laws, regulations as may be established by separate regulation, or the orders of the Texas Commission on Environmental Quality be violated. Septic tanks are restricted in all Floodplain Hazard Areas within the County and may be prohibited in certain other areas as may be determined by the Commissioners Court upon the recommendation of the County Health Department.

## **2.10 Survey Monuments**

Monuments shall be permanent in nature and suitable for the purpose intended. Concrete monuments shall be provided at subdivision corners with x, y, and z coordinates, and each lot and block corner shall be marked by not less than a ½" diameter by 24" long reinforcing rod set at or below the existing ground level. At least two concrete monuments shall be located at readily accessible sites within each subdivision. Monuments shall be set by or under the supervision of a surveyor prior to presentation of the Final Plat

## **2.11 Benchmark Monuments**

Monuments shall be permanent in nature as established by the Texas State Board of Land Surveying and suitable for the purpose intended. One (1) Concrete benchmark monument is required for up to 10 acres of development. For developments of 10 acres or greater, a minimum of two (2) monuments shall be set throughout the subdivision and the Planning Department shall have the discretion to require the amount needed for each proposed development. Location of each monument shall be the responsibility of the Surveyor. Each benchmark with datum in accordance with the latest adopted and accepted County datum shall be described and labeled on the face of the plat.

## **CHAPTER 3 - STANDARD SUBMISSION & REVIEW PROCEDURES**

### **3.0 Timely Approval of Plats**

These Rules and the applicable appendices shall constitute a written list of the documentation and other information that must be submitted with a plat application. An application submitted to the Planning Department that contains the documents and other information required in these Rules and the applicable appendices is considered complete.

If a person submits a plat application to the Planning Department that does not include all of the documentation or other information required by Subsection A, the Planning Department shall, no later than the tenth (10th) business day after the date the Planning Department receives the application, notify the applicant of the missing documents or other information. No further action will be taken on the application until all documentation or other information contained in the notice is submitted to the Planning Department.

Acceptance by the Planning Department of a complete plat application shall not be construed as approval of the application or the information or documentation contained therein.

Except as provided by Subsection F of this section, the Commissioners Court shall take final action on a preliminary or final plat application, including the resolution of all appeals, not later than the sixtieth (60th) day after the date a completed plat application is received by the Planning Department.

If the Commissioners Court disapprove a plat application, the applicant shall be given a complete written list of the reasons for the disapproval within ten (10) business days of the date of disapproval.

The sixty- day (60) period under Subsection D:

May be extended for a reasonable period, if agreed to in writing by the applicant and approved by the Advisory Board;

May be extended up to sixty (60) additional days by the Advisory Board if Chapter 2007, Texas Government Code, requires the County to perform a takings compact assessment in connection with a plat application; and

Applies only to a decision wholly within the control of the Commissioners Court.

The Advisory Board shall make the determination under Subsection F.(2) regarding extension of the sixty (60) day period not later than the twentieth (20th) day after the date a completed plat application is received by the Planning Department.

The County may not compel a application to waive the time limits contained in this Section.

If the Commissioners Court fails to take final action on a complete plat application as required by Subsection D:

The Commissioners Court shall direct the County Treasurer to refund to the applicant the greater of the unexpended portion of any plat application fee or deposit or fifty percent (50%) of the plat application fee or deposit that has been paid:

The plat application is granted by operation law; and

The applicant may apply to a district court with civil jurisdiction in the county for a writ of mandamus to compel the Commissioners Court to issue documents recognizing the approval of the plat.

This Section A.3.0 applies only to applications for preliminary or final plat approval received by the Planning Department on or after October 1, 1999.

### 3.1 General Procedure

The general procedure ultimately leading to the recording of a subdivision plat is the following sequence of steps:

- A. Preliminary conference with Planning Department, Right of Way Department, Health Department, and Hidalgo County Drainage District No. 1 (optional but highly recommended).
- B. Submission of pre-application variance request (optional and only if information on the preliminary plat is not required for determination of variance).
- C. Submission, review, and approval of preliminary/final plat (with concurrent consideration of variance request or requests). Plats will be reviewed by staff and presented to Advisory Board for approval or disapproval. If the plat is approved with conditions then all conditions shall be met prior to the plat being presented for Final approval. If the Plat is approved as Final then the Plat will be submitted to Commissioners Court for Final approval. No conditional approval shall be granted on Final Plats. Final plats will not be placed on the Subdivision Advisory Board agenda unless all items have been addressed from staff and approval from the City has been given, if required (ETJ plats).
- D. Modification of preliminary plat and fulfillment of any conditions of preliminary plat approval.
- E. Submission, review, and approval of final plat (with concurrent consideration of variance request or requests).
- F. Posting of bonds or other financial guarantees.
- G. Release of final plat for recording.
- H. Recording of final plat in the map records of Hidalgo County.

### 3.2 Preliminary conference

**The owner and/or the owner's engineer is strongly urged to meet with the County Planning Department to discuss any proposed subdivision or development.** In this manner certain concerns and requirements can be addressed prior to expending time and money on property, which cannot be developed in compliance with these rules or, for which it is uneconomical to do so. A preliminary conference is not required, and any agreement reached with staff personnel is not binding upon the Commissioners Court.



### **3.3 Application for Plat Approval and Log of Items Submitted**

The record owner of the property to be subdivided or the owner's duly authorized agent shall file the application for approval of a plat in the County Planning Department. If the application is submitted by the owner's agent, then the agent shall submit such information as is necessary to verify that the agent has the authority to submit for and bind the owner by his actions on a form to be provided by the Planning Department. The application shall have attached a copy of the deed or deeds showing the ownership of the land.

The Planning Department shall keep a log in the form attached in Appendix 6 or on a form as developed by the County Planning Department that identifies, for each document submitted during the process of seeking subdivision approval, a sequential log number, and a description of the document, the date received, and the initials of the person making the log entry. The log number shall be written upon the document and the information shall be entered upon the log promptly after the document is received by the Planning Department.

### **3.4 Preliminary Plat Processing**

- A. The Hidalgo County Health Department and the Hidalgo County Drainage District No. 1 shall have reviewed the preliminary plat prior to submission of the application for approval. The Planning Department will review preliminary plat applications as submitted for completeness within ten (10) business days following filing of the plat application. If the submission is substantially complete and a recommendation can be made to the Subdivision Advisory Board and Commissioners Court based on the information contained therein, the preliminary plat will be put on the desired agenda date for action by the Subdivision Advisory Board and Commissioners Court. If the submission is not substantially complete or is not complete enough to secure the recommendation of the Planning Department, then a correspondence detailing the required additional information will be sent to the Subdivider within ten (10) business days following the filing of the plat application. Once the requested information is provided, the preliminary plat will be processed in the same manner as an original submission, and this procedure shall continue until such time as a recommendation can be made to the Subdivision Advisory Board and Commissioners Court for its consideration. A plat located within the Extra Territorial Jurisdiction of a Municipality shall first receive approval from the City prior to the County considering the plat for preliminary or final approval.
- B. Preliminary plats may be approved as submitted, approved conditionally, or disapproved. If approved conditionally or disapproved, the reasons for such conditional approval or disapproval shall be stated in a letter from the Subdivision Advisory Board or Planning Department to the Subdivider or his agent of record.
- C. The approval of a preliminary plat shall be good for a period of twelve (12) months from the date of Commissioners Court action. If eleven months after approval the County has not received information which would necessitate revision of a preliminary plat, then upon written application by the owner before the end of the twelve month period, the Commissioners Court may extend the approval for an additional period of six (6) months.

- D. Preliminary plats which expire due to inactivity within the twelve (12) or six (6) month period noted above shall be required to be resubmitted as any new subdivision.

### 3.5 Preliminary Plat Submission Requirements

- A. Form. The preliminary plat shall be drawn to a minimum scale of 1" = 100'. Acceptable scales for a subdivision plat are 1" = 10', 1" = 20', 1" = 30', 1" = 40', 1" = 50', and 1" = 60'. The preliminary plat shall be drawn on sheets twenty-four inches (24") wide and thirty-six inches (36") long, with a binding margin of not less than two inches (2") on the left side of the sheet and margins on the other three sides of not less than one-half inch (1/2"). A 3" x 5" area on each page, within the margins and preferably in the lower right-hand corner, shall be enclosed by a heavy line and be left blank in order to allow space for officials to note approvals or other actions on the plat. Where more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.

**The use of sticky backs, press on lettering, or transfer lettering which may lift, separate, or be removed from the original plat over a period of time shall not be accepted. Sepias or other diazo process reproducibles, which may fade, are also not acceptable.**

- B. Coverage. The preliminary plat shall include topographic information on all land within five hundred feet (500') of the proposed subdivision.
- C. Quantity. The owner must submit one 24" x 36" copy and one 11" x 17" reduction, an approved drainage report by HCDD No. 1, and a memorandum of approval from the Right of Way Department and the Department overseeing the On-Site Sewage Facilities Program (OSSF) indicating the soil is adequate for OSSF use. Comments will be provided based on the aforementioned submittals. No review will be conducted until the aforementioned items are received by the Planning Department. Comment sheets will be returned to the owner or authorized representative identifying any information lacking on the proposed plats. The owner or authorized agent shall submit one 24" x 36" copy and one 11" x 17" reduction addressing the comments provided by County staff. Once it is determined that comments have been addressed, the owner or authorized agent shall submit 16 11" x 17" copies of the complete set of the preliminary plat and its supporting information.
- D. Required Supporting Information. The following information shall be provided with or upon the preliminary plat. Proposed topographic and utility details may be shown on the preliminary plat or on a separate plat for clarity. All work by an engineer or a surveyor must be signed, sealed, and dated.
1. Legal description. The legal description of the land to be subdivided shall be sufficient for the requirements of title examination.
  2. Statement of conformance or list of variances. The statement shall declare that the preliminary plat (including its supporting information) conforms to these Rules (including the associated Appendices) or shall list the instances in which it does not comply with these Rules, the reason for each such non-compliance, and whether a variance is requested.

3. Location map. A location map or sketch at a scale of not more than 4000 feet to one inch shall show the proposed subdivision, existing adjacent subdivisions, school district lines, and state and county roads in the vicinity.
4. Vicinity map. A vicinity sketch or map at approximately 1" to 400' scale shall show existing subdivisions, streets, easements, rights-of-way, parks and public facilities, tracts of acreage in the vicinity, the general drainage plan and ultimate destination of water, and possible storm sewer, water, gas, electric, and sanitary sewer connections by arrows.
5. Location with respect to any municipal ETJ line. A statement of the whether any part of the proposed subdivision lies within any extraterritorial jurisdiction of a municipality (under Texas Local Govt. Code § 42.021 or 212.001) shall be provided. If an ETJ line traverses the subdivision, it shall be delineated and identified upon the preliminary plat. Label the Precinct in which the proposed Subdivision is located.
6. Map of earlier plat. If the subdivision is part of a previously filed subdivision plat, a map shall be provided showing the portion of the earlier-filed plat that is owned by the Subdivider and included in the preliminary plat.
7. Restrictive covenant. Any restrictive covenants proposed to be imposed for the subdivision should be attached for reference. It should be noted whether these are existing or proposed and if proposed, at what time they will be recorded, prior to or subsequent to the recording of the final plat.
8. Certification by the owner of conformance or submittal for review. The owner shall certify:
  - a. that the preliminary plat has been reviewed by and conforms to the requirements of the school district, the gas, electricity, water, telephone, and television cable companies, irrigation or water control and improvement districts and the U.S. Post Office; or,
  - b. that the agencies mentioned in the preceding paragraph were given at least ten (10) working days to review the proposed preliminary plat.

This certification shall be in letterform and shall include the name, title, address, and telephone number of the person to whom the Subdivider delivered the preliminary plat for review.

**E. The preliminary plat shall:**

1. include the name, address, and telephone number of the record owner(s) of lands being subdivided, and of the engineer, the surveyor, and any other persons responsible for the preparation of the data and information being submitted.
2. include the subdivision name, which shall not duplicate the spelling or the pronunciation of any existing subdivision in the County.
3. delineate the boundary of the subdivision by metes and bounds sufficiently for the requirements of title examination. Subdivision boundaries shall be indicated by a heavy line at least 1/16 inch wide. The total acreage in the subdivision shall be noted.

4. Locate the subdivision with respect to an original corner of an original survey of which it is a part.
5. show the primary control points or description used to establish the subdivision. The description, location, and tie to such control points, including all dimensions, angles, bearings, block numbers, and summary data, shall be noted.
6. Note the existing conditions within or immediately adjacent to the subdivision, including the:
  - a. location, dimension, name, and description of each existing or recorded street, alley, reservation, easement, or other public rights-of-way or visible private encumbrance upon the land within or adjacent to the subdivision, intersecting or contiguous with its boundaries, or forming such boundaries. Include the name of the subdivisions in which a street, alley, etc., is located.
  - b. location, dimension, description, and flow line of any existing watercourses, drainage structures, or irrigation structures within the subdivision or within one hundred and fifty feet (150') of the boundary of the subdivision.
  - c. location, dimension, description, and name of all existing or recorded lots and blocks, parks, public areas, or permanent structures within the subdivision or contiguous with the subdivision.
  - d. location, dimension, grade, description, and name of all existing water, sewer, electric, gas, telephone, television cable, irrigation or other utilities.
7. show the adjoining property owners' names and references to the deeds under which they hold ownership, or if the adjoining property is within a recorded subdivision, state the subdivision's name and provide the reference for where its plat is recorded in the Map Records of Hidalgo County.
8. note the date of preparation, date of survey, the scale of the plat, and the North arrow.
9. include topographic information, including contour lines for every one vertical foot. The Information shall include the flow lines of existing gutters and drainage ways. It shall be sufficiently detailed to determine the existing drainage to and from the proposed subdivision and to determine the adequacy of the proposed drainage plan. Elevations shall be based on published U.S.C. & G.S. datum and/ or the latest adopted and accepted County datum and the benchmark used shall be noted on the plat. The location of the required benchmarks shall be determined by Plat Engineer and approved by the Planning Department. The Planning Department as deems necessary may require additional benchmarks on the plat to provide a closer spacing between benchmarks.
10. show the proposed general plan for storm water drainage in sufficient detail to indicate the location of drainage ditches or structures and the direction of flow.
11. show the approximate location, dimensions, and description of all proposed street rights-

of-way, alleys, drainage structures, parks, squares, other public areas, reservations, easements, other rights-of-way, blocks, lots (lettered or numbered consecutively), permanent survey monuments, and other sites within the subdivision. The proposed width of each proposed street shall be measured at right angles, or radially where curved.

12. name the proposed streets. The name of a proposed street shall conform to the name of an existing street of which it may become an extension of or is in alignment with but otherwise shall not duplicate or conflict with the recognized name of any other street located in the area subject to these Rules.
13. show building setback lines, as follows, on all lot lines or label them on the plat within the general note section:
  - (a) **FRONT SETBACK:** Building shall be setback a minimum of one half ( $\frac{1}{2}$ ) of the width of the Street right-of-way which it faces, but not to exceed 50 feet if the street is a Farm-to Market Road or Main Arterial Street, or 25 feet if the street is a collector or minor street.
  - (b) **SIDE SETBACK:** Building shall be setback a minimum of six (6) feet from side property lines.
  - (c) **REAR SETBACK:** Building shall be setback a minimum of fifteen (15) feet from rear property lines.
  - (d) **CORNER SETBACK:** Building shall be setback a minimum of ten (10) feet from the side property line on Corner Lots adjacent to internal residential streets.
  - (e) **GARAGE/CARPORT SETBACKS:** Building shall be setback a minimum of eighteen feet (18') from the side property line on corner lots accessing a minor residential street. Front entry garages shall be setback a minimum of eighteen feet (18') from the front building setback.
  - (f) **FRONT SETBACK TO ENCLOSED GARAGE/CARPORT:** Building shall meet the front building setback as listed above or 18 feet when fronting on a cul-de-sac.
  - (g) **SETBACKS FOR STRUCTURES LOCATED ON VARIOUS DESIGNATED ROADS AS PER THE COUNTY THOROUGHFARE PLAN:** Building shall be setback as follows:

<u>Road Designation</u>	<u>Front</u>	<u>Corner Side</u>
Main Arterial	40'	20'
State Highway/FM Road	50'	20'
  - (h) **CUL-DE-SAC LOT FRONT SETBACK:** Except for garages, Structures shall be setback a minimum of fifteen feet (15') from the front property line.

Note: If the setback lines conflict with the lines adopted by the Municipality, the Municipality setback lines prevail if they are in the extraterritorial jurisdiction of the Municipality.

14. Show the gross area contained within each lot or tract to the nearest one-tenth (1/10) of an acre.
15. Show the limits of any flood hazard areas and the proposed finish floor elevation of any building within these flood hazard areas. Each finish floor elevation documented within these flood hazard areas shall reference a U.S.G.S. datum and/or the latest adopted and accepted County datum and shall identify the elevation in inches required to elevate the structure to the proposed finish floor elevation. This information may be provided on the lots or in a table format on the face of the plat. The Engineer shall use the centerline of the street as a reference point when stating the height the structure will be raised to meet minimum flood plain regulations. In cases where the lot is larger than average, the Engineer may use the natural ground elevation where the structure will be located as a reference point when stating the height the structure will be raised to meet minimum flood plain regulations.
16. Note minimum floor elevations on each Lot, depicting the minimum finished habitable floor elevation which shall be not less than eighteen (18") inches above the center line of the street the lot faces or eighteen inches (18") above natural ground, whichever is greater, unless otherwise noted by the Engineer of record and approved by the County in accordance with local drainage patterns and topography for the area. This information may be provided on the lots or in a table format on the face of the plat.

### **3.6 Final Plat Processing**

- A. Application. The Subdivider shall sign and date an application for final plat approval on a form to be provided by the Planning Department. On the application the Subdivider shall fully describe all infrastructure (streets, drainage facilities, water facilities, wastewater facilities, etc.) that has been completed or installed or will be completed or installed (applies to plats being approved with letter of credit) to serve the subdivision as of the date of the application for final plat approval. As part of the application, the Subdivider shall also sign and list all the documents accompanying or attached to the final plat. A set of these documents shall be kept together during the review and approval process and through the recordation of the plat and the identified documents. Any substitutions or additions to the documents to be recorded shall be noted and dated on an addendum to the application form.
- B. The final plat and its accompanying data shall be reviewed by the County Planning Department, the Hidalgo County Subdivision Advisory Board and the Commissioners Court within the 60 day period following submission of the complete application. If all required information is contained within the submission and the final plat is complete in every respect, the plat shall be presented to the Subdivision Advisory Board and the Commissioners Court for its approval. If the application is incomplete, the County Planning Department shall make note of such requirements in letters to the Subdivider and the engineer or surveyor of record within ten (10) business days of the date of the application.
- C. Upon submission of the requested additional information, the process of review will continue, and this process of review and resubmission shall continue until the application is complete in every respect. The final plat shall then be placed before the Subdivision Advisory Board and the Commissioners Court for approval or disapproval. No conditional approval of the final plat shall be granted.

### **3.7 Final Plat Submission Requirements**

- A. **Form.** The final plat shall be drawn to a minimum scale of 1" = 100'. Acceptable scales for a subdivision plat are 1" = 10', 1" = 20', 1" = 30", 1" = 40', 1" = 50', and 1" = 60'. The final plat shall be drawn on sheets twenty-four inches (24") wide and thirty-six inches (36") long, with a binding margin of not less than two inches (2") on the left side of the sheet and margins on the other three sides of not less than one-half inch (½"). A 3" x 5" area on each page, within the margins, and preferably in the lower right-hand corner, shall be enclosed by a heavy line and be left blank except for notations by officials of approvals or other actions on the plat. Where more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat. The documents attached to or accompanying the final plat that are required to be recorded shall likewise be placed on a sheet or sheets twenty-four inches (24") wide and thirty-six inches (36") long.
- B. **General Content.** The final plat and its accompanying information shall be complete and in conformance with the approved preliminary plat and its conditions of approval, and shall incorporate all changes, corrections, and conditions required during the preliminary plat approval process. The topography shown on the final plat shall be the post-development topography if the development has been constructed prior to recording the Plat. If a plat is being submitted for recording with a letter of credit then the topography shown on the final plat may be the existing condition. Engineer/Surveyor shall certify that all proposed construction will be in accordance with the County requirements and all changes and post-development topography will be documented on the As Built submitted to the Planning Department.
- C. **Quantity.** Fifteen 11" x 17" copies of the final plat and its required supporting information shall be submitted, along with one reproducible original of the final plat itself.
- D. **Required Supporting Information.** The following information shall be provided with or upon the final plat. All work by an engineer or a surveyor must be signed, sealed, and dated.
1. **Statement of conformance or list of variances.** The statement shall declare that the final plat (including its supporting information) conforms to these Rules (including the associated Appendices) or shall list the instances in which it does not comply with these Rules, the reason for each such non-compliance, and whether a variance is requested.
  2. **Utility provider letters.** Letters from utility providers, including irrigation or water control and improvement districts, other than water and sewer, shall be submitted showing that the utility has reviewed the proposed subdivision, that easements shown on the proposed plat are adequate, and that the Subdivider has made all arrangements necessary for the utility company to service the subdivision. All approvals must be dated not more than 6 months prior to the date the final plat application is received. The approval may be noted on the face of the plat in lieu of a letter being provided.
  3. **Street and drainage plans.** Six sets of construction plans and specifications for streets and drainage improvements and the associated construction cost estimates shall be provided. The plans and specifications shall conform to these Rules (including the Appendix).
  4. **Water and sewage plans.** When necessitated by the Model Rules, six sets of construction plans and specifications for water and sewer improvements and the associated construction cost estimates shall be provided. The plans and specs shall conform to these Rules (including the

Appendix).

5. Tax certificates. Tax certificates from the school district, the county, and any other taxing district stating that all ad valorem taxes and flat rate or other assessments have been paid shall be provided.

**E. The final plat shall:**

1. Be certified by a surveyor or engineer registered to practice in this state.
2. Define the subdivision by metes and bounds.
3. Locate the subdivision with respect to an original corner of an original survey of which it is a part.
4. Describe each lot, number each lot in progression, and give the dimensions of each lot.
5. State the dimensions of and accurately describe each already existing or recorded lot, street, alley, square, park, reservation, easement, or other right-of-way or encumbrance within the land being subdivided.
6. State the dimensions of and accurately describe each lot, street, alley, square, park, or other part 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 street, alley, square, park, or other part.
7. Note the type and location of all monuments and whether each was found or set.
8. Describe the general drainage pattern for the area and note all drainage easements, channels, and structures.
9. Identify and describe all easements for utilities and irrigation facilities.
10. comply with various requirements in Title M (Model Rules), if the subdivision falls within the scope of sections M.1.5(a) and M.2.1 of this title, including requirements related to:
  - a. the minimum standards set out in Chapter 2 of Title M regarding water, wastewater, greywater, sludge disposal, setbacks, and the number of dwelling units per lot.
  - b. The final engineering report described in section M.3.2.
  - c. the execution of an agreement with the county for the provision of certain improvements, and a bond or other financial guarantee (such as a cash deposit or a letter of credit) securing the agreement, as described in section M.3.4.
11. Note on the face of the plat any variance already granted by the Commissioners Court, along with the date such variance was granted.
12. Note on the face of the plat the requirement that each purchase contract made between a Subdivider and a purchaser of the land in the subdivision contain a statement describing the extent to which water will be made available to the subdivision and, if it will be made available, how and when.
13. Note minimum floor elevations on each Lot, depicting the minimum finished habitable floor elevation which shall be not less than eighteen (18") inches above the center line of the street the lot faces or eighteen (18") inches above natural ground, whichever is greater, unless otherwise noted by the Engineer of record and approved by the County in



accordance with local drainage patterns and topography for the area. This information may be provided on the lots or in a table format on the face of the plat.

14. A digital copy of the plat in DWG, DXF, or a format as required by the County shall be submitted to the Hidalgo County Planning Department with the initial plat review and prior to final approval from the Subdivision Advisory Board and Hidalgo County Commissioner's Court. Any changes conducted during the construction of the improvements shall be documented on the plat.
  15. As-Built plans in DWG, DXF, or a format as required by the County shall be submitted along with a letter of certification stating that all construction has been conducted in accordance with County specifications and that said As-Built's are a true representation of the improvements conducted at the site.
  16. Provide plat notes on the face of the plat as outlined in the Appendix of these rules.
- F. The owner or proprietor of the tract or the owner's or proprietor's agent must acknowledge the plat in the manner required for the acknowledgment of deeds.

### **3.8 Review and Approval of Final Plats by Commissioners Court**

- A. Scope of Review. The Commissioners Court will review the final plat (and its supporting information) to determine whether it meets the requirements of these Rules and state law.
- B. Disapproval. The Commissioners Court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these Rules or state law.
- C. Disapproval of any preliminary plat or final plat by the Commissioners Court shall be deemed a refusal by the County to accept the offered dedications, if any, shown thereon. Approval of a plat shall not be deemed an acceptance of the proposed dedications and shall not impose any duty upon the County concerning the maintenance or improvements of any such dedicated parts until the proper authorities of the County have actually appropriated the same by an order of the Hidalgo County Commissioners Court, or by entry, use, or improvement.

### **Road and drainage bond requirements.**

1. The Commissioners Court may require the owner to execute a bond or other financial guarantee to assure the construction of the streets and drainage improvements. The bond must:
  - a. be payable to the county judge or to the judge's successors in office;
  - b. be in an amount determined by the Commissioners Court to be adequate to ensure proper construction of the roads and streets in the subdivision and the drainage improvements, but not to exceed the estimated cost of construction of the roads and streets and the drainage improvements;
  - c. be executed with sureties as may be approved by the Court;
  - d. be executed by a company authorized to do business as a surety in this state if the Court requires a surety bond executed by a corporate surety; and be conditioned that the roads and streets and the drainage improvements will be constructed:

- (1) in accordance with the specifications adopted by the Court; and
  - (2) within a reasonable time set by the Court.
2. In lieu of the bond an owner may deposit cash, a letter of credit issued by a federally insured financial institution, or other acceptable financial guarantee.
3. If a letter of credit is used, it must:
  - a. list as the sole beneficiary the county judge; and
  - b. be conditioned that the owner of the tract of land to be subdivided will construct any roads or streets in the subdivision and the drainage improvements:
    - (1) in accordance with the specifications adopted by the Court; and
    - (2) within a reasonable time set by the Court.
- E. As noted in 3.7.D.10.C, if the subdivision is subject to the Model Rules, a bond or other financial guarantee is required to assure completion of unconstructed water and wastewater facilities.

### **3.9 Release of Approved Final Plat for Recording**

- A. Any variance granted by the Commissioners Court shall be noted on the face of the plat, along with the date such variance was granted, prior to release of the plat for recording.
- B. Upon submission to the County Planning Department of all required bonds and other financial guarantees, and the tender of the recording fee as required by the County Clerk, the County Planning Department will release the plat for recording.
- C. The plat (with its required attachments) must be filed and recorded with the County Clerk. The plat is subject to the filing and recording provisions of Section 12.002, Property Code.

**CHAPTER 4 -INTENTIONALLY OMITTED**

## **CHAPTER 5 - VARIANCES**

### **5.1 General Requirements**

Where literal enforcement of some provision contained in these Rules will result in undue hardship to the Subdivider, and when a variance from such provision 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, the Commissioners Court shall, subject to the limitations under state law, have the authority to grant a variance from the provision. Pecuniary hardship to the applicant, standing alone, shall not be deemed to constitute undue hardship. A variance shall not be granted if it would have the effect of preventing the orderly development of other land in the area in accordance with the Hidalgo County Subdivision Rules.

### **5.2 Limitations under State Law**

- A. A variance may be granted to a requirement of these Rules only insofar as that requirement is not mandated by state law.
- B. Variance from the Model Rules. The Commissioners Court may grant an exemption for a subdivision from the requirements of the Model Rules (Title M ) only if the county supplies the subdivision with water supply and sewer services that meet the standards of the Model Rules.

### **5.3 Special Types of Variances**

- A. Type 1 - Pre-existing Conditions Variance. A request for a Type 1 variance must be based upon facts that existed prior to the effective date of these Rules. It must be shown that the property and the conditions for which a variance are being requested existed prior to July 3, 1990, that the Subdivider has no other property adjacent to or within two hundred feet (200') of the subject tract, that there is no possible way that the Subdivider could comply with strict literal enforcement to these Rules, and that granting of such a variance would not injure the public health, safety, or welfare.
- B. Type 2 - Harmless Variance. A variance that would not be harmful to the public health, safety, or welfare.

### **5.4 Application for Variance**

An application for a variance shall be made in writing to the County Planning Department. The application shall state specifically which chapter, section, or subsection a variance is being requested from and shall contain all information which the Subdivider feels supports the requested variance.

An application for an exemption from the requirements of the Model Rules must be accompanied by an estimate, prepared by an engineer, of the cost for the county to supply the subdivision with water supply and sewer services that meet the standards of the Model Rules.

### **5.5 Procedure for Review of Application for Variance**

The Commissioners Court makes the ultimate decision on an application for a variance, following review

and recommendation by the County Planning Department and the Hidalgo County Subdivision Advisory Board or both, as applicable. The applicant may withdraw a request for a variance at any point in the process. A variance is usually requested at the time of submission of the preliminary plat. A variance may be sought before the submission of a preliminary plat provided the information on or with the preliminary plat is not required for determination of the variance request. A variance may also be requested at the time of submission of the final plat.

**A. Review by County Planning Department.**

An application is first reviewed for completeness by the County Planning Department. The County Health Department, Hidalgo County Drainage District No. 1, and the Planning Department then review the complete application on its merits. If the requested variance meets the criteria of a Type 1 or Type 2 variance, the County Planning Department may make a recommendation to deny the variance, to grant it, or to grant it with conditions. After the County Planning Department has determined that a variance does not meet the Type 1 or Type 2 criteria, or after the County Planning Department has made a recommendation on a Type 1 or Type 2 variance, or upon the written request of the applicant (either before or after the County Planning Department has made a determination or a recommendation), an application shall be scheduled for review and recommendation at a public hearing of the Hidalgo County Subdivision Advisory Board. Additional information may be attached to the application by the County Planning Department (with a copy being provided to the applicant), and packages of all information shall be forwarded to the Hidalgo County Subdivision Advisory Board members at least four days prior to the meeting date.

**B. Review by Hidalgo County Subdivision Advisory Board.**

The Subdivider shall have the opportunity to make an oral presentation. The representative of the County Planning Department shall be given an opportunity to present such additional information as he or she feels necessary. The public hearing shall be conducted in a courteous manner with everyone being given ample chance to speak without interruption by others. The Board's decision--a recommendation to deny the variance, to grant it, or to grant it with conditions--shall be reached by a simple majority of the members present. Minutes of the meeting will be kept by the County Clerk or a Deputy County Clerk.

The applicant shall be mailed a written notice of the decision, or of the Board's failure to reach a decision, within five (5) days after the conclusion of the hearing. The notice shall be signed by the chair of the Board or by two members thereof. Copies shall also be provided to the County Planning Department and the County Clerk. The Planning Department shall then request a public hearing on the variance before the Commissioners Court.

**C. Consideration by Commissioners Court**

The Commissioners Court shall hold a public hearing on the application for the variance. The applicant and the County Planning Department shall have at least five (5) days notice of the Commissioners Court's hearing on the application. The Commissioners shall be provided copies of all pertinent written information developed during the review of the variance. After providing an opportunity for all concerned to be heard, the Commissioners Court shall proceed to deny the variance, to grant it, or to grant it with conditions. The full extent of the reasons for such a variance, when granted, shall be duly recorded in the Minutes of the Commissioners Court. If the Commissioners Court grant an exemption for a subdivision from the requirements of the Model Rules (Title M hereof), the Court shall identify the source

of funding to supply the subdivision with water and sewer services that meet the requirements of the Model Rules.

#### **5.6 Notation of Variance on Plat**

Any variance granted shall be noted on the face of the plat, along with the date such variance was granted, prior to recording of the plat.

## **CHAPTER 6 - ENFORCEMENT**

### **6.1 General Enforcement Authority under Texas Local Govt. Code § 232.005(a) & (b)**

- A. At the request of the Commissioners Court, the criminal district attorney, or other attorney employed by the Court for this purpose, may file an action in a court of competent jurisdiction to:
  - 1. enjoin the violation or threatened violation of a requirement established by, or adopted by the Commissioners Court under Sections 232.001 through 232.0045, Texas Local Government Code; or
  - 2. recover damages in an amount adequate for the county to undertake any construction or other activity necessary to bring about compliance with a requirement established by, or adopted by the Commissioners Court under Sections 232.001 through 232.0045, Texas Local Government Code.
- B. A person commits an offense if the person knowingly or intentionally violates a requirement established by, or adopted by the Commissioners Court under Sections 232.001 through 232.0045, Texas Local Government Code. An offense under this subsection is a Class B misdemeanor. This subsection does not apply to a violation for which a criminal penalty is prescribed by Section 232.0048, Texas Local Government Code.

### **6.2 Additional Enforcement**

See state law and Chapter 4 of Title M for other provisions related to enforcement.

**TITLE B. DIVISIONS OF LAND OUTSIDE THE CORPORATE LIMITS OF A MUNICIPALITY AND SUBJECT TO SUBCHAPTER B OF CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE**

**CHAPTER 1 - GENERAL AND ADMINISTRATIVE PROVISIONS**

**1.1 Applicability; Location of Land**

The rules in this title (which together with the related appendices are referred to as “these Rules”) apply to land that is subdivided into two or more lots that are intended primarily for residential use in the jurisdiction of Hidalgo County. A lot is presumed to be intended for residential use if the lot is five acres or less. For purposes of these Rules, land is considered to be in the jurisdiction of Hidalgo County if the land is located in the County and outside the corporate limits of a municipality. These Rules do not apply if the subdivision is incident to the conveyance of the land as a gift between persons related to each other within the third degree of affinity or consanguinity, as determined under Chapter 573, Government Code. A subdivision of a tract under this section includes a subdivision of real property by any method of conveyance, including a contract for deed, oral contract, contract of sale, or other type of executory contract, regardless of whether the subdivision is made by using a metes and bounds description.

**1.2 General Requirement; Plat Required**

For any division of land subject to this title, the owner or owners thereof and their agents shall comply with the requirements of these Rules and applicable state and federal laws. In particular and without limitation, the owner of the tract of land must have a plat prepared and recorded in accordance with these Rules, Chapter 232 of the Texas Local Government Code, Chapter 12 of the Texas Property Code, and (if the land is within a municipality’s ETJ under Texas Local Government Code §§ 42.021 and 212.001) the municipality’s subdivision rules and Chapter 212 of the Texas Local Government Code.

**1.3 Responsibility for Costs**

The owner or owners of the land being subdivided shall be responsible for costs of improvements as required by these Rules.

**1.4 Conflict of Interest under Local Govt. Code § 232.034**

- A. In this section, “subdivided tract” means a tract of land, as a whole, that is subdivided into tracts or lots. The term does not mean an individual lot in a subdivided tract of land.
- B. A person has an interest in a subdivided tract if the person:
  - 1. has an equitable or legal ownership interest in the tract;
  - 2. acts as a developer of the tract;
  - 3. owns voting stock or shares of a business entity that:
    - a. has an equitable or legal ownership interest in the tract; or
    - b. acts as a developer of the tract; or
  - 4. receives in a calendar year money or any thing of value from a business entity described by subdivision 3.
- C. A person also is considered to have an interest in a subdivided tract if the person is related in the



second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to a person who, under subsection B, has an interest in the tract.

- D. If a member of the Commissioners Court has an interest in a subdivided tract, the member shall file, before a vote or decision regarding the approval of a plat for the tract, an affidavit with the county clerk stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk.
- E. A member of the Commissioners Court of a county commits an offense if the member violates subsection D. An offense under this subsection is a Class A misdemeanor.
- F. The finding by a Court of a violation of this section does not render voidable an action of the Commissioners Court unless the measure would not have passed the Commissioners Court but for the vote of the member who violated this section.
- G. A conviction under subsection E constitutes official misconduct by the member and is grounds for removal from office.

## 1.5 Definitions

- A. Rules of Definition: Words used in the present tense shall include the future, words used in the singular number shall include the plural, and words used in the plural number shall include the singular.
- B. Definitions of words and terms: The following words and terms, when used in these Rules, shall have the following meanings unless the context indicates otherwise. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in governmental planning and engineering practices.

**“Block”** means a piece or parcel of land typically surrounded by public streets on no fewer than three (3) sides and normally containing several lots or the equivalent area.

**“Building”** any structure used or intended for supporting or sheltering any use or occupancy.

**“Building line” or “building set-back line”** means a line established, in general, parallel to the property line, between which and such property line, no part of a building shall project.

**“Common Promotional Plan”** means any plan or scheme of operation undertaken by a single Subdivider or a group of Subdividers acting in concert, either personally or through an agent, to offer for sale or lease lots when the land is (a) contiguous or part of the same area of land; or (b) known, designated, or advertised as a common unit or by a common name.

**“Commissioners Court” or “Court”** means the duly elected Commissioners Court of Hidalgo County, Texas, acting in its official capacity.

**“Corner Lot”** means a lot, which is located adjacent to, or abutting, two intersecting streets, roads or highways.

**“County Engineer”** means an Engineer who has been appointed, employed or retained by the Commissioners Court to be responsible for all engineering matters concerning compliance of proposed subdivisions with these Rules. In the absence of the County Engineer, the Hidalgo County Subdivision Advisory Board or another entity or person duly appointed by Commissioners Court shall have the authority to act in place of the County Engineer insofar as these Rules are concerned.

**“County Planning Department” or “Planning Department”** means the department established by the Court for the purpose of reviewing compliance with these Rules.

**“Drainage Easement”** means an interest in land granted to the public generally, to a political subdivision of the state and/or to an individual land owner, for installing or maintaining drainage ditches, pipelines, box structures or other facilities for the conveyance of storm or runoff water across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said facilities.

**“Easement”** means an interest in land granted to the County, to the public generally, and/or to a utility corporation for a specific purpose or purposes over, across, or under private land, together with the right to enter thereon with vehicles and machinery necessary for the maintenance of said interest. Unless an easement is dedicated and accepted in writing, the County shall not be obligated to maintain it.

**“Engineer”** means a person duly authorized under the provisions of the Texas Engineering Practice Act (Revised Civil Statutes art. 3271a) to practice engineering, or a firm employing such persons and practicing engineering in compliance with the Texas Engineering Practice Act.

**“ETJ”** means extraterritorial jurisdiction (see below).

**“Extraterritorial jurisdiction”** means the land area surrounding a municipality’s corporate limits as determined, depending upon the context, by Texas Local Government Code § 42.021 (for a distance that increases with a municipality’s population) or § 212.001 (for a distance of five miles for a municipality with population by decennial census of 5,000 or more).

**“Final plat”** means a map or drawing showing the proposed subdivision and any accompanying material prepared as described in these Rules and state law.

**“Flood Insurance Rate Map”** means an official map or plat showing boundaries of flood zones published by FEMA (the Federal Emergency Management Agency) for the National Flood Insurance Program.

**“Floodplain”** means any area in the 100-year floodplain that is susceptible to being inundated by water from any source or that is identified by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 through 4127).

**“Hidalgo County Subdivision Advisory Board” or “Subdivision Advisory Board”** means the group of persons chosen by the Commissioners Court with responsibilities to review proposed subdivisions as set out in these Rules.

**“Irrigation easement”** means an interest in land granted to the public generally, to a political subdivision of the state and/or to an individual land owner, for installing or maintaining irrigation ditches, canals, pipelines, and structures across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said irrigation facilities.

**“Lease”** includes an offer to lease.

**“Lot”** means a parcel into which land that is intended for residential use is divided.

**“Lot depth”** means the length of a line connecting the mid-points of the front and rear lot lines, which line shall usually be at right angles to the front lot line or radial to a curved lot line.

**“Lot width”** means the length of a line (drawn perpendicular to the lot depth line) connecting the side lot lines at the building setback line or at a point no farther than 35 feet from the front lot line if the length at such point is greater.

**“Minimum state standards”** means the minimum standards set out for:

- (A) adequate drinking water by or under Section 16.343(b)(1), Water Code;
- (B) adequate sewer facilities by or under Section 16.343(c)(1), Water Code; or
- (C) the treatment, disposal, and management of solid waste by or under Chapter 361 and 364, Texas Health and Safety Code.

**“Monument”** means a concrete monument, an iron rod, an iron pipe or other such evidence used to mark the boundaries of subdivisions and lot or block corners.

**“100-Year Flood”** - Means a flood of such magnitude as may reasonably be expected to be equaled or exceeded on an average of once every 100 years; the term also means that level of flooding having a one (1) percent probability of occurrence in any year.

**“Pavement width”** means the portion of a street available for vehicular traffic; where curbs are laid, it is the portion between the faces of the curbs.

**“Person”** means an individual, firm, corporation, or other legal entity.

**“Preliminary plat”** means the drawing or map and accompanying documents prepared in accordance

with these Rules in which the plan for a subdivision is initially presented by the Subdivider to the County.

**“Plat”** means **“final plat”** as defined above. A re-plat or re-subdivision is considered a plat.

**“Private Street”** means a vehicular access way under private ownership and maintenance providing access to buildings containing residential dwelling units or any park located more than 300 feet from an approved public street right-of-way. A private street shall also include any vehicular access to three or more residential units. Parking lots and private driveways within shopping centers, institutions, commercial areas, and industrial developments will not be considered as private streets.

**“Public Street”** means an area, parcel, or strip of land, which provides primary vehicular access to adjacent property, or land and provides general community vehicular circulation (whether designed as a street, highway, freeway, thoroughfare, avenue, lane, boulevard, road, place, drive, or however otherwise designated) and which is dedicated or granted for public purposes.

**“Residential use”** includes single-family residential uses; two-family uses; and multi-family residential apartment or townhouse uses.

**“Right-of-way” or “ROW”** means the area within the outermost boundaries of a street or road, including the area for a constructed watercourse or drainage ditch.

**“Sell”** includes an offer to sell.

**“Sewer,” “sewer services,” or “sewer facilities”** means treatment works as defined by Section 17.001, Water code, or individual, on-site, or cluster treatment systems such as septic tanks and includes drainage facilities and other improvements for proper functioning of septic tank systems.

**“Shall”** is mandatory and **“may”** is permissive.

**“Street”** means a ROW, however designated, which provides primary vehicular access to adjacent land. See also **“Public Street”** defined above and the classifications of streets in section 2.2 of these Rules.

**“Subdivide”** means to divide the surface area of land into lots intended primarily for residential use.

**“Subdivider”** means an individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as part of a common promotional plan in the ordinary course of business.

**“Subdivision”** means an area of land that has been subdivided into lots for sale or lease.

**“Surveyor”** means a licensed state land surveyor or a registered professional land surveyor, as authorized by the Texas Professional Land Surveying Practices Act (Revised Civil Statutes art. 5282c) to practice the profession of surveying.

**“Utility”** means a person, including a legal entity or political subdivision, which provides the services of:

- (A) an electric utility, as defined by Section 31.002, Texas Utilities Code;

- (B) a gas utility, as defined by Section 101.003 Utilities Code; or
- (C) a water and sewer utility, as defined by Section 13.002, Water Code.

**“Utility easement”** means an interest in land granted to the public generally and/or to a private or public utility corporation or political subdivision of the state, for installing or maintaining utilities across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said utilities.

## CHAPTER 2- GENERAL SUBDIVISION DESIGN

### 2.1 General Principles

In accordance with Texas Local Government Code Chapter 232.101 the Commissioners Court has adopted the rules contained herein for governing plats and subdivisions of land within the unincorporated area of the County to promote the health, safety, morals, or general welfare of the County and the safe, orderly, and healthful development of the unincorporated area of the County.

- A. This chapter contains many general design requirements. Further specific requirements for construction of streets and drainage are contained in the Appendix.
- B. Layout. The subdivision layout shall make reasonable provisions for development of adjacent land.
- C. Name of Subdivision. Duplication of subdivision names shall be prohibited.

### 2.2 Classifications of Streets

Streets are classified as follows:

- A. **“Farm to Market Road”** means a road so designated by the Texas Department of Transportation. It shall have a right-of-way of not less than 120 feet.
- B. **“Main-Arterial Street”** means a public street, which provides for the major vehicular circulation, or cross-towns, loops, by-pass, or radial routes of the region, county, or city. Such a street is typically over 5 miles in length. It shall have a right-of-way width of not less than 50 feet or more than 100 feet and a pavement width of not less than 32 feet or more than 56 feet.
- C. **“Collector Street”** means a public street, which provides for expeditious movement of vehicular traffic within a neighborhood, collecting traffic from minor streets and connecting to other major streets. Such a street is typically 2 to 5 miles in length. It shall have a right-of-way width of not less than 50 feet or more than 100 feet and a pavement width of not less than 32 feet or more than 56 feet.
- D. **“Minor Street”** means a street which is used primarily for access and circulation to abutting residential properties and which is intended to serve traffic within a limited area. Such a street is typically less than 2 miles in length. It shall have a right-of-way width of not less than 40 feet or more than 70 feet and a shoulder-to-shoulder width of not less than 25 feet or more than 35 feet.
- E. **“Alley”** means 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.
- F. **“Cul-de-sac”** means a short public street having but one opening or access to another public street and terminating in a vehicular turn-around.

- G. **“Dead-end street”** means that portion of a public street, which initially has only one opening or access to another public street but which will be extended at a later date.

### 2.3 Non-applicability to Various Driveways and Parking Lots

Notwithstanding the foregoing classifications, the following shall not be considered to be within the purview of these Rules:

- 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 a delivery platform or an entrance of a building appropriate for the delivery thereto of goods or merchandise, and located wholly on private property.
- B. An area appurtenant to a store or 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 group of such establishments which are under common control or management; provided such industrial or commercial entranceway or roadway shall be considered a public street under the terms of these regulations if it has entrances 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 establishment in question.
- D. An entrance or driveway designed or used to provide principal or primary vehicular access to any apartment building or a group of apartment buildings designed for multi-family occupancy and under one ownership. Such entrance or driveway shall not be used to provide public access to adjacent areas.

### 2.4 Street and Alley Layout

- A. **General** - The street pattern of a neighborhood shall provide adequate circulation within the subdivision and yet discourage excessive through traffic on minor or local streets. The arrangement, character, extent, width, grade, and locations of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and convenience, and to the proposed uses of the land to be served by such streets. If any portion of a collector or main arterial street traverses any part of the land being subdivided, that portion of the main or collector street, as planned at the proposed right-of-way width, shall be incorporated in the subdivision plat and shall be dedicated to the appropriate government. The street layout shall be devised for the most advantageous development of the entire neighborhood and shall conform to connecting streets in land adjacent to the new subdivision. Provisions shall be made within the subdivision to provide street access to adjacent undeveloped acreage in such a way as to assure adequate circulation for future development. Dead-end streets and those which do not conform to adjacent established streets are to be avoided whenever possible. Dead end streets shall be

terminated with a temporary cul-de-sac easement, which will be automatically abandoned upon the extension of a street into adjacent properties. Where a subdivision abuts or contains an existing or proposed Major Street, reverse frontage lots may be appropriate. When reverse frontage lots are designated, access shall be denied to the major street, and screen planting or a screening device shall be provided along the rear property line abutting such existing or proposed major 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 an adequate plan for the uses proposed. The street system layout shall be so designed, insofar as practicable, to preserve natural features such as trees, brooks, hilltops, and scenic views and other such features. There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use. The street system layout shall provide for the acceptable disposal of storm water, and provision shall be made by the Subdivider to handle storm water to comply with provisions elsewhere in these regulations and other regulations of the County.

**B. Minimum Right-of-Way Width Requirements including streets in commercial and industrial subdivisions:**

- Farm to Market Road - 120 feet,
- Main Arterial Streets - not less than 100 feet;
- Collector Streets - not less than 80 feet;
- Minor Streets - not less than 50 feet,

In any event The Hidalgo County Thoroughfare Plan shall govern all right-of-way widths as identified in said plan.

Where proposed streets are extensions of existing or planned streets, having a right-of-way width greater than that specified herein, the proposed streets shall be the same width as the existing or planned streets. Where the proposed subdivision abuts upon an existing street that does not conform to these width requirements, the Subdivider shall dedicate right-of-way sufficient to provide for the full right-of-way width. Alleys are not permitted, unless required by a municipality-exercising jurisdiction over the subdivision within its ETJ. Where required by a municipality, Alleys shall conform to the municipality's requirements.

**C. Curves** - The minimum centerline radius on curves shall be 2,000 feet for a Main Arterial, 800 feet for a Collector, and 100 feet for a Minor street. The minimum tangent distance between reverse curves shall be 100 feet.

**D. Offsets** - Street centerlines, if offset, must be offset a minimum distance of 125 feet on centerline. Offset distances shall be indicated on the final plat.

**E. Intersections:**

1. All streets and alleys are to intersect at a 90-degree angle with departures of more than 20 degrees subject to approval through the variance procedure upon evidence of good cause such as topography. Corners are to be rounded or have a corner clip or radii as shown below:
  - a. Farm to Market - 50' tangent clip



- b. Main Arterial - 50' tangent clip
  - c. Collector - 25' tangent clip or radii
  - d. Minor - 25' external tangent clip or radii, or 15' internal tangent clip or radii, as applicable.
2. Acute angle intersections, as may be approved, are to have 30-foot additional radii at acute corners.
  3. Street or alley intersections with or extending to meet an existing street or alley will be tied to the existing street or alley on centerline, with dimensions and bearings to show the relationship.

**F. Cul-De-Sac Streets**

1. Turn-arounds are to have a minimum right-of-way radius of fifty feet (50') for single family use where curbed and guttered; a radius of sixty feet (60') for single family use where a rural section is utilized; and a one hundred feet (100') radius for apartment, commercial, or other uses.
2. Maximum length of cul-de-sac streets shall be 660 feet as measured from the centerline of intersection to cul-de-sac radius point. A cross street may be required where the proposed internal street exceeds the maximum length allowed of cul-de-sac street. A cross street shall not be required where the adjacent property has been developed without a viable connection to the proposed extension.
3. Temporary turn-arounds, conforming to the minimum radii requirements, are to be used where improvements are not installed at the end of a 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.

- G. Street Names** - The names of proposed streets shall conform to the names of existing street of which they may be or become extensions, and shall not duplicate or conflict with the recognized name of any other street located in the area subject to these regulations.

The Subdivider shall provide street signs and posts as per County standards, and traffic control signs as may be required by the County.

## **2.5 Street and Paving Standards**

Streets shall be designed and constructed in accordance with the requirements in **Appendix 5**. Where further guidance for construction specifications is needed, the County Planning Department may require construction in accordance with the Standard Specifications for Construction of Highways, Streets and Bridges, (latest edition), as published by the Texas Department of Transportation, or other appropriate standards.

## **2.6 Drainage Standards**

Drainage shall be designed in accordance with the requirements in these Rules, the Hidalgo County Master Drainage Plan (a copy of which is available from Hidalgo County Drainage District No. 1) and, if the subdivision is located within its boundaries of Hidalgo County Drainage District No. 1 or contemplates the use of such district's facilities for drainage, approved by Hidalgo County Drainage District No. 1. Appendix 5 contains detailed requirements for drainage design. Where further guidance for construction specifications is needed, the County Planning Department and/or Hidalgo County Drainage District No. 1 may require construction in accordance with appropriate standards.

## **2.7 Easements for Utilities and Irrigation Facilities**

- A. When not located in an alley having a width of 20 feet or more, the location and width of necessary utility easements shall be determined by the public and private utility companies and shall connect with easements established in adjoining properties. Easements shall not be less than 15 feet in width. A written confirmation shall be required from all public and private utility companies that will occupy the easement to reduce an easement width less than the minimum required width. An easement located between abutting lots may be reduced to 10 feet.
- B. There also shall be shown on the plat and dedicated for utilities unobstructed aerial easements and guy wire easements as may be required for overhead facilities.
- 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. In rural areas where the future utility needs have not yet been established, easements will be dedicated along all rear lot lines and along side lot lines as deemed necessary.

The location and width of necessary irrigation easements shall be determined by the irrigation or water control and improvement district, or private property owner holding the dominant estate and shall connect with the easements established in adjoining properties. Easements shall not be less than 15 feet in width. Easement widths for irrigation lines may be reduced with the written consent of the Irrigation District utilizing said easement.

- F. See the Appendix for further specifications regarding location and construction of utilities.

## 2.8 Blocks and Lots

- A. Block Length - The minimum and maximum block length are 300' and 1,300' respectively, as measured along the center of the block or street.
- B. Lots - In general, the lot design shall provide for lots of adequate width, depth, and shape to provide open area, to eliminate over-crowding, and to be appropriate for the location of the subdivision and for the type of development and use contemplated. Lots shall have the side lot lines at right angles to the streets on which the lot faces, or radial to curved street lines. In Subdivisions that are to be serviced by an organized sewerage facility, the minimum lot width for residential use shall be: 50 feet for lots measured at 90 degrees from the property line, 35 feet what length or chord for cul-de-sac lots, and 60 feet for corner lots. In Subdivisions that are to be serviced by a "septic tank" or other on-site sewage facilities (OSSF) system and are half (1/2) acre in size, the minimum lot width for residential use lots shall be 50 feet for lots measured at 90 degrees from the property line, 40 feet chord length or chord for cul-de-sac lots, and 60 feet for corner lots. Lots that are greater than half (1/2) acre in size the minimum lot width for residential use lots shall be 65 feet for lots measured at 90 degrees from the property line, 40 feet chord length or chord for cul-de-sac lots, and 70 feet for corner lots. Lots fronting a one hundred foot (100) public right-of-way or greater, whether the right of way is proposed or existing, shall have a minimum lot width of one hundred (100) feet. Shared driveways may be utilized to reduce the minimum required width on lots fronting a one hundred foot (100) public right-of-way or greater, whether the right of way is proposed or existing, from one hundred (100) feet to seventy (70) feet. Where shared driveway will be utilized, a note shall be placed on the plat designating which lots will use shared driveways and said shared driveways shall be constructed prior to final approval in accordance with these rules. In accordance with Texas Administrative Code Title 30, Part 1, Chapter 285, Subchapter A Rule §285.4, Texas Commission on Environmental Quality State Health Minimum Standards, all "one single family detached dwelling" lots that are served by a public water supply and using an individual OSSF systems for sewage disposal shall have lots of at least half (1/2) acre in size (21,780 square feet). Any "one single family detached dwelling" lot NOT being served by a public water supply and using individual OSSF system for sewage disposal shall have lots of at least one (1) acre in size (43,560 square feet). Multi-family and commercial lots utilizing OSSF system for sewage disposal shall at a minimum be at least half (1/2) acre in size (21,780 square feet) and have adequate area to accommodate OSSF systems, parking lot requirements, and on-site drainage detention systems as set forth in the appendix of these rules. Multi-family and commercial lots NOT utilizing OSSF systems for sewage disposal shall have adequate area to accommodate parking lot requirements and on-site drainage detention systems as set forth in the appendix of these rules.

## **2.9 Septic Tanks**

**A preliminary conference with the County Health Department is highly recommended to determine the suitability of an area for development using septic tanks for sewage disposal.**

If a residential subdivision is not to be served by a public sanitary sewer system, and septic tanks or other on-site sewage facilities ("OSSF") are to be used, lot sizes shall be adequate to accommodate the size of drain field as necessary, because of soil type, to effectively absorb the effluent without creating a health hazard or nuisance. The rules, requirements, and procedures adopted by the Hidalgo County Commissioners Court on February 8, 1999, or in the most recently adopted OSSF order shall apply to all of the area of Hidalgo County except for the areas within boundaries of any municipality in Hidalgo County. In no event shall applicable state laws, regulations as may be established by separate regulation, or the orders of the Texas Commission on Environmental Quality be violated. Septic tanks are restricted in all Floodplain Hazard Areas within the County and may be prohibited in certain other areas as may be determined by the Commissioners Court upon the recommendation of the County Health Department.

## **2.10 Survey Monuments**

Monuments shall be permanent in nature and suitable for the purpose intended. Concrete monuments shall be provided at subdivision corners with x, y, and z coordinates in accordance with the latest adopted and accepted County datum, and each lot and block corner shall be marked by not less than a ½" diameter by 24" long reinforcing rod set at or below the existing ground level. At least two concrete monuments shall be located at readily accessible sites within each subdivision. Monuments shall be set by or under the supervision of a surveyor prior to presentation of the Final Plat.

## **2.11 Benchmark Monuments**

Monuments shall be permanent in nature as established by the Texas State Board of Land Surveying and suitable for the purpose intended. One (1) Concrete benchmark monument is required for up to 10 acres of development. For developments of 10 acres or greater, a minimum of two (2) monuments shall be set throughout the subdivision and the Planning Department shall have the discretion to require the amount needed for each proposed development. Location of each monument shall be the responsibility of the Surveyor. Each benchmark with datum in accordance with the latest adopted and accepted County datum shall be described and labeled on the face of the plat.

## CHAPTER 3 - STANDARD SUBMITTAL & REVIEW PROCEDURES

### 3.0 Timely Approval of Plats

These Rules and the applicable appendices shall constitute a written list of the documentation and other information that must be submitted with a plat application. An application submitted to the Planning Department that contains the documents and other information required in these Rules and the applicable appendices is considered complete.

If a person submits a plat application to the Planning Department that does not include all of the documentation or other information required by Subsection A, the Planning Department shall, no later than the tenth (10th) business day after the date the Planning Department receives the application, notify the applicant of the missing documents or other information. No further action will be taken on the application until all documentation or other information contained in the notice is submitted to the Planning Department.

Acceptance by the Planning Department of a complete plat application shall not be construed as approval of the application or the information or documentation contained therein.

Except as provided by Subsection F of this section, the Commissioners Court shall take final action on a preliminary or final plat application, including the resolution of all appeals, not later than the sixtieth (60th) day after the date a completed plat application is received by the Planning Department.

If the Commissioners Court disapprove a plat application, the applicant shall be given a complete written list of the reasons for the disapproval within ten (10) business days of the date of disapproval.

The sixty- day (60) period under Subsection D:

May be extended for a reasonable period, if agreed to in writing by the applicant and approved by the Advisory Board;

May be extended up to sixty (60) additional days by the Advisory Board if Chapter 2007, Texas Government Code, requires the County to perform a takings compact assessment in connection with a plat application; and

Applies only to a decision wholly within the control of the Commissioners Court.

The Advisory Board shall make the determination under Subsection F.(2) regarding extension of the sixty (60) day period not later than the twentieth (20th) day after the date a completed plat application is received by the Planning Department.

The County may not compel a application to waive the time limits contained in this Section.

If the Commissioners Court fails to take final action on a complete plat application as required by Subsection D:

The Commissioners Court shall direct the County Treasurer to refund to the applicant the greater of the unexpended portion of any plat application fee or deposit or fifty percent (50%) of the plat application fee or deposit that has been paid:

The plat application is granted by operation law; and

The applicant may apply to a district court with civil jurisdiction in the county for a writ of mandamus to compel the Commissioners Court to issue documents recognizing the approval of the plat.

This Section A.3.0 applies only to applications for preliminary or final plat approval received by the Planning Department on or after October 1, 1999.

### **3.1 General Procedure**

The general procedure ultimately leading to the recording of a subdivision plat is the following sequence of steps:

- A. Preliminary conference with Planning Department, Right of Way Department, Health Department, and Hidalgo County Drainage District No. 1 (optional but highly recommended).
- B. Submission, review, and approval of preliminary/final plat (with concurrent consideration of variance request or requests). Plats will be reviewed by staff and presented to Advisory Board for approval or disapproval. If the plat is approved with conditions then all conditions shall be met prior to the plat being presented for Final Approval. If the Plat is approved as Final, then the Plat will be submitted to Commissioners Court for Final approval. No conditional approval shall be granted on Final Plats. Final plats will not be placed on the Subdivision Advisory Board agenda unless all items have been addressed from staff and approval from the City has been given, if required (ETJ plats).
- C. Submission, review, and approval of preliminary plat (with concurrent consideration of variance request or requests).
- D. Modification of preliminary plat and fulfillment of any conditions of preliminary plat approval.
- E. Submission, review, and approval of final plat (with concurrent consideration of variance request or requests).
- F. Posting of bonds or other financial guarantees.
- G. Release of final plat for recording.
- H. Recording of final plat in the map records of Hidalgo County

### **3.2 Preliminary conference**

The owner and/or the owner's engineer is strongly urged to meet with the County Planning Department to discuss any proposed subdivision or development. In this manner certain concerns and requirements can be addressed prior to expending time and money on property, which cannot be developed in compliance with these rules or, for which it is uneconomical to do so. A preliminary conference is not required, and any agreement reached with staff personnel is not binding upon the Commissioners Court.

### **3.3 Application for Plat Approval and Log of Items Submitted**

The application for approval of a plat shall be filed in the County Planning Department by the record owner of the property to be subdivided or the owner's duly authorized agent on a form to be provided by the Planning Department. The application shall have attached a copy of the deed or deeds showing the ownership of the land. If the application is submitted by the owner's agent, then the agent shall submit such information as is necessary to verify that the agent has the authority to submit for and bind the owner by his actions.

The Planning Department shall keep a log in the form attached as Appendix 6 or on a form as developed by the County Planning Department that identifies, for each document submitted during the process of seeking subdivision approval, a sequential log number, and a description of the document, the date received, and the initials of the person making the log entry. The log number shall be written upon the document and the information shall be entered upon the log promptly after the document is received by the Planning Department.

### **3.4 Preliminary Plat Processing**

- A. The Hidalgo County Health Department and the Hidalgo County Drainage District No. 1 shall have reviewed the preliminary plat prior to submission of the application for approval. The County Planning Department will review preliminary plats as submitted for completeness within ten (10) business days following filing of the plat application. If the submission is substantially complete and a recommendation can be made to the Subdivision Advisory Board and Commissioners Court based on the information contained therein, the preliminary plat will be put on the desired agenda date for action by the Subdivision Advisory Board and Commissioners Court. If the submission is not substantially complete or is not complete enough to secure the recommendation of the County Planning Department, then a correspondence detailing the required additional information will be sent to the Subdivider within ten (10) business days following the filing of the plat application. Once the requested information is provided, the preliminary plat will be processed in the same manner as an original submission, and this procedure shall continue until such time as a recommendation can be made to the Subdivision Advisory Board and Commissioners Court for its consideration. A plat located within the Extra Territorial Jurisdiction of a Municipality shall first receive approval from the City prior to the County considering the plat for preliminary or final approval.
- B. Preliminary plats may be approved as submitted, approved conditionally, or disapproved. If approved conditionally or disapproved, the reasons for such conditional approval or disapproval shall be stated in a letter from the County Planning Department to the Subdivider or his agent of record.

- C. The approval of a preliminary plat shall be good for a period of twelve (12) months from the date of Commissioners Court action. If eleven months after approval the County has not received information which would necessitate revision of a preliminary plat, then upon written application by the owner before the end of the twelve month period, the County Commissioners Court may extend the approval for an additional period of six (6) months.
- D. Preliminary plats which expire due to inactivity within the twelve (12) or six (6) month period noted above shall be required to be resubmitted as any new subdivision.

### 3.5 Preliminary Plat Submission Requirements

- A. Form. The preliminary plat shall be drawn to a minimum scale of 1" = 100'. Acceptable scales for a subdivision plat are 1" = 10', 1" = 20', 1" = 30", 1" = 40', 1" = 50', and 1" = 60'. The preliminary plat shall be drawn on sheets twenty-four inches (24") wide and thirty-six inches (36") long, with a binding margin of not less than two inches (2") on the left side of the sheet and margins on the other three sides of not less than one-half inch (1/2"). A 3" x 5" area on each page, within the margins and preferably in the lower right-hand corner, shall be enclosed by a heavy line and be left blank in order to allow space for officials to note approvals or other actions on the plat. Where more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.

**The use of sticky backs, press on lettering, or transfer lettering which may lift, separate, or be removed from the original plat over a period of time shall not be accepted. Sepias or other diazo process reproducibles, which may fade, are also not acceptable.**

- B. Coverage. The preliminary plat shall include topographic information on all land within five hundred feet (500') of the proposed subdivision.
- C. Quantity. The owner must submit two 24" x 36" copies and one 11"x17" reduction, an approved drainage report by HCDD No. 1, and a memorandum of approval from the Right of Way Department and the Department overseeing the On-Site Sewage Facilities Program (OSSF) indicating the soil is adequate for OSSF use. Comments will be provided based on the aforementioned submittals. No review will be conducted until the aforementioned items are received by the Planning Department. Comment sheets will be returned to the owner or authorized representative identifying any information lacking on the proposed plats. The owner or authorized agent shall submit one 24" x 36" copy and one 11" x 17" reduction addressing the comments provided by County staff. Once it is determined that comments have been addressed, the owner or authorized agent shall submit 16 11" x 17" copies of the complete set of the preliminary plat and its supporting information.
- D. Required Supporting Information. The following information shall be provided with or upon the preliminary plat. Proposed topographic and utility details may be shown on the preliminary plat or on a separate plat for clarity. All work by an engineer or a surveyor must be signed, sealed, and dated.
  - 1. Legal description. The legal description of the land to be subdivided shall be sufficient for the requirements of title examination.



2. Statement of conformance or list of variances. The statement shall declare that the preliminary plat (including its supporting information) conforms to these Rules (including the associated Appendices) or shall list the instances in which it does not comply with these Rules, the reason for each such non-compliance, and whether a variance is requested.
3. Location map. A location map or sketch at a scale of not more than 4000 feet to one inch shall show the proposed subdivision, existing adjacent subdivisions, school district lines, and state and county roads in the vicinity.
4. Vicinity map. A vicinity sketch or map at approximately 1" to 400' scale shall show existing subdivisions, streets, easements, rights-of-way, parks and public facilities, tracts of acreage in the vicinity, the general drainage plan and ultimate destination of water, and possible storm sewer, water, gas, electric, and sanitary sewer connections by arrows.
5. Location with respect to any municipal ETJ line. A statement of the whether any part of the proposed subdivision lies within any extraterritorial jurisdiction of a municipality (under Texas Local Govt. Code § 42.021 or 212.001) shall be provided. If an ETJ line traverses the subdivision, it shall be delineated and identified upon the preliminary plat. Label the Precinct in which the proposed Subdivision is located.
6. Map of earlier plat. If the subdivision is part of a previously filed subdivision plat, a map shall be provided showing the portion of the earlier-filed plat that is owned by the Subdivider and included in the preliminary plat.
7. Restrictive covenant. Any restrictive covenants proposed to be imposed for the subdivision should be attached for reference. It should be noted whether these are existing or proposed and if proposed, at what time they would be recorded, prior to or subsequent to the recording of the final plat.
8. Certification by the owner of conformance or submittal for review. The owner shall certify:
  - a. That the preliminary plat has been reviewed by and conforms to the requirements of the school district, the gas, electricity, water, telephone, and television cable companies, irrigation or water control and improvement districts and the U.S. Post Office; or,
  - b. that the agencies mentioned in the preceding paragraph were given at least ten (10) working days to review the proposed preliminary plat.

This certification shall be in letterform and shall include the name, title, address, and telephone number of the person to whom the Subdivider delivered the preliminary plat for review.

E. The preliminary plat shall:

1. include the name, address, and telephone number of the record owner(s) of lands being subdivided, and of the engineer, the surveyor, and any other persons responsible for the preparation of the data and information being submitted.

2. include the subdivision name, which shall not duplicate the spelling or the pronunciation of any existing subdivision in the County.
3. delineate the boundary of the subdivision by metes and bounds sufficiently for the requirements of title examination. Subdivision boundaries shall be indicated by a heavy line at least 1/16 inch wide. The total acreage in the subdivision shall be noted.
4. locate the subdivision with respect to an original corner of an original survey of which it is a part.
5. show the primary control points or description used to establish the subdivision. The description, location, and tie to such control points, including all dimensions, angles, bearings, block numbers, and summary data, shall be noted.
6. note the existing conditions within or immediately adjacent to the subdivision, including the:
  - a. location, dimension, name, and description of each existing or recorded street, alley, reservation, easement, or other public rights-of-way or visible private encumbrance upon the land within or adjacent to the subdivision, intersecting or contiguous with its boundaries, or forming such boundaries. Include the name of the subdivisions in which a street, alley, etc., is located.
  - b. location, dimension, description, and flow line of any existing watercourses, drainage structures, or irrigation structures within the subdivision or within one hundred and fifty feet (150') of the boundary of the subdivision.
  - c. location, dimension, description, and name of all existing or recorded lots and blocks, parks, public areas, or permanent structures within the subdivision or contiguous with the subdivision.
  - d. location, dimension, grade, description, and name of all existing water, sewer, electric, gas, telephone, television cable, irrigation or other utilities.
7. show the adjoining property owner's names and references to the deeds under which they hold ownership, or if the adjoining property is within a recorded subdivision, state the subdivision's name and provide the reference for where its plat is recorded in the Map Records of Hidalgo County.
8. note the date of preparation, date of survey, the scale of the plat, and the North arrow.
9. Include topographic information, including contour lines for every one vertical foot. The information shall include the flow lines of existing gutters and drainage ways. It shall be sufficiently detailed to determine the existing drainage to and from the proposed subdivision and to determine the adequacy of the proposed drainage plan. Elevations shall be based on published U.S.C. & G.S. datum and/or the latest adopted and accepted County datum and the benchmark used shall be noted on the plat. The location of the required benchmarks shall be determined by Plat Engineer and approved by the Planning Department. The Planning Department as deems

necessary may require additional benchmarks on the plat to provide a closer spacing between benchmarks.

10. Show the proposed general plan for storm water drainage in sufficient detail to indicate the location of drainage ditches or structures and the direction of flow.
11. show the approximate location, dimensions, and description of all proposed street rights-of-way, alleys, drainage structures, parks, squares, other public areas, reservations, easements, other rights-of-way, blocks, lots (lettered or numbered consecutively), permanent survey monuments, and other sites within the subdivision. The proposed width of each proposed street shall be measured at right angles, or radially where curved.
12. name the proposed streets. The name of a proposed street shall conform to the name of an existing street of which it may become an extension of or is in alignment with but otherwise shall not duplicate or conflict with the recognized name of any other street located in the area subject to these Rules.
13. show building setback lines, as follows, on all lot lines or label them on the plat:
  - (a) **FRONT SETBACK:** Building shall be setback a minimum of one half ( $\frac{1}{2}$ ) of the width of the Street right-of-way which it faces, but not to exceed 50 feet if the street is a Farm-to Market Road or Main Arterial Street, or 25 feet if the street is a collector or minor street.
  - (b) **SIDE SETBACK:** Building shall be setback a minimum of six (6) feet from side property lines.
  - (c) **REAR SETBACK:** Building shall be setback a minimum of fifteen (15) feet from rear property lines.
  - (d) **CORNER SETBACK:** Building shall be setback a minimum of ten (10) feet from the side property line on Corner Lots adjacent to internal residential streets
  - (e) **GARAGE/CARPORT SETBACKS:** Building shall be setback a minimum of eighteen feet (18') from the side property line on corner lots accessing a minor residential street. Front entry garages shall be setback a minimum of eighteen feet (18') from the front building setback.
  - (f) **SETBACKS FOR STRUCTURES LOCATED ON VARIOUS DESIGNATED ROADS AS PER THE COUNTY THOROUGHFARE PLAN:** Building shall be setback as follows:

<u>Road Designation</u>	<u>Front</u>	<u>Corner Side</u>
Main Arterial	40'	20'
State Highway/FM Road	50'	20'

- (g) **CUL-DE-SAC LOT FRONT SETBACK:** Except for garages, Structures shall be setback a minimum of fifteen feet (15') from the front property line.

Note: If the setback lines conflict with the lines adopted by the Municipality, the Municipality set-back lines prevail if they are in the extraterritorial jurisdiction of the Municipality.

14. Show the gross area contained within each lot or tract to the nearest one-tenth (1/10) of an acre.
15. Show the limits of any flood hazard areas and the proposed finish floor elevation of any building within these flood hazard areas. Each finish floor elevation documented within these flood hazard areas shall reference a U.S.G.S. datum and/or the latest adopted and accepted County datum and shall identify the elevation in inches required to elevate the structure to the proposed finish floor elevation. This information may be provided on the lots or in a table format on the face of the plat. The Engineer shall use the top of curb or centerline of street where no curb and gutter is proposed as a reference point when stating the height the structure will be raised to meet minimum flood plain regulations. In cases where the lot is larger than average the Engineer may use the natural ground elevation where the structure will be located as a reference point when stating the height the structure will be raised to meet minimum flood plain regulations.
16. Note minimum floor elevations on each Lot, depicting the minimum finished habitable floor elevation which shall be not less than eighteen (18") inches above the center line of the Street the Lot faces or eighteen (18") inches above natural ground, whichever is greater, unless otherwise noted by the Engineer of record and approved by the County in accordance with local drainage patterns, topography for the area, and FEMA maps & regulations. This information may be provided on the lots or in a table format on the face of the plat.

### **3.6 Final Plat Processing**

- A. Application. The Subdivider shall sign and date an application for final plat approval on a form to be provided by the Planning Department. On the application the Subdivider shall fully describe all infrastructure (streets, drainage facilities, water facilities, wastewater facilities, etc.) that has been completed or installed or will be completed or installed (applies to plats being approved with letter of credit) to serve the subdivision as of the date of the application for final plat approval. As part of the application, the Subdivider shall also sign and list all the documents accompanying or attached to the final plat. A set of these documents shall be kept together during the review and approval process and through the recordation of the plat and the identified documents. Any substitutions or additions to the documents to be recorded shall be noted and dated on an addendum to the application form.
- B. The final plat and its accompanying data shall be reviewed by the County Planning Department, the Hidalgo County Subdivision Advisory Board and the Commissioners Court within the 60 day period following submission of the complete application. If all required information is contained within the submission and the final plat is complete in every respect, the plat shall be presented to the Subdivision Advisory Board and Commissioners Court for their approval. If the application is incomplete, the County Planning Department shall make note of such requirements in letters to the Subdivider and the engineer or surveyor of record within ten (10) business days of the date of the application.
- C. Upon submission of the requested additional information, the process of review will continue, and this process of review and resubmission shall continue until the application is complete in every

respect. The final plat shall then be placed before the Subdivision Advisory Board and Commissioners Court for approval or disapproval. No conditional approval of the final plat shall be granted.

### 3.7 Final Plat Submission Requirements

- A. Form. The final plat shall be drawn to a minimum scale of 1" = 100'. Acceptable scales for a subdivision plat are 1" = 10', 1" = 20', 1" = 30', 1" = 40', 1" = 50', and 1" = 60'. The final plat shall be drawn on sheets twenty-four inches (24") wide and thirty-six inches (36") long, with a binding margin of not less than two inches (2") on the left side of the sheet and margins on the other three sides of not less than one-half inch (½"). A 3" x 5" area on each page within the margins, and preferably in the lower right-hand corner, shall be enclosed by a heavy line and be left blank except for notations by officials of approvals or other actions on the plat. Where more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.
- B. General Content. The final plat and its accompanying information shall be complete and in conformance with the approved preliminary plat and its conditions of approval, and shall incorporate all changes, corrections, and conditions required during the preliminary plat approval process. The topography shown on the final plat shall be the post-development topography if the development has been constructed prior to recording the Plat. If a plat is being submitted for recording with a letter of credit then the topography shown on the final plat may be the existing condition. Engineer/Surveyor shall certify that all proposed construction will be in accordance with the County requirements and all changes and post-development topography will be documented on the As-Builts submitted to the Planning Department.
- C. Quantity. Fifteen 11" x 17" copies of the final plat and its required supporting information shall be submitted, along with one reproducible original of the final plat itself.
- D. Required Supporting Information. The following information shall be provided with or upon the final plat. All work by an engineer or a surveyor must be signed, sealed, and dated.
1. Statement of conformance or list of variances. The statement shall declare that the final plat (including its supporting information) conforms to these Rules (including the associated Appendices) or shall list the instances in which it does not comply with these Rules, the reason for each such non-compliance, and whether a variance is requested.
  2. Utility provider letters. Letters from utility providers, including irrigation and water control and improvement districts, other than water and sewer, shall be submitted showing that the utility has reviewed the proposed subdivision, that easements shown on the proposed plat are adequate, and that the Subdivider has made all arrangements necessary for the utility company to service the subdivision. All approvals must be dated not more than 6 months prior to the date the final plat application is received. The approval may be noted on the face of the plat in lieu of a letter being provided.
  3. Street and drainage plans. Six sets of construction plans and specifications for streets and drainage improvements and the associated construction cost estimates shall be provided. The plans and specs shall conform to these Rules (including the Appendix).

4. Water and sewage plans. Six sets of construction plans and specifications for water and sewer improvements and the associated construction cost estimates shall be provided. The plans and specs shall conform to these Rules (including the Appendix).
5. Tax certificates. Tax certificates from the school district, the county, and any other taxing district stating that all ad valorem taxes and flat rate or other assessments have been paid shall be provided.

**The final plat shall:**

1. be certified by a surveyor or engineer registered to practice in this state.
2. define the subdivision by metes and bounds.
3. locate the subdivision with respect to an original corner of an original survey of which it is a part.
4. describe each lot, number each lot in progression, and give the dimensions of each lot.
5. state the dimensions of and accurately describe each already existing or recorded lot, street, alley, square, park, reservation, easement, or other right-of-way or encumbrance within the land being subdivided.
6. state the dimensions of and accurately describe each lot, street, alley, square, park, or other part 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 street, alley, square, park, or other part.
7. note the type and location of all monuments and whether each was found or set.
8. include or have attached a document containing a description in English and Spanish of the water and sewer facilities and roadways and easements dedicated for the provision of water and sewer facilities that will be constructed or installed to service the subdivision and a statement specifying the date by which the facilities will be fully operable.
9. have attached a document prepared by an engineer registered to practice in this state certifying that the water and sewer service facilities proposed under subdivision 8 above are in compliance with the Model Rules adopted under Section 16.343, Water Code, and a certified estimate of the cost to install water and sewer service facilities.
10. identify and dedicate unobstructed aerial easements and guy wire easements as may be required for overhead utilities.
11. identify the topography of the area.
12. describe the general drainage pattern for the area and all drainage channels and structures.
13. identify and describe all easements for drainage and irrigation facilities.
14. include a certification by a surveyor or engineer registered to practice in this state describing any area of the subdivision that is in a floodplain or stating that no area is in a floodplain. If any area of the subdivision is in a floodplain, the boundaries of the floodplain and the minimum finish floor elevations shall be shown on the face of the final plat, and there shall be at least one benchmark located at a readily accessible site within the proposed subdivision. A complete description of said benchmark and its elevation relative to a recognized U.S.C. & G.S. or U.S.G.S. benchmark or the latest adopted and accepted County datum shall be placed on the face of the plat. Additionally, the required minimum finish floor elevation of structures to be constructed on the property shall be noted on the face of the final plat. The minimum floor elevations on each Lot, depicting the minimum finished habitable floor elevation which shall be not less than eighteen (18") inches above the center line of the Street the Lot faces or eighteen (18") inches above natural ground, whichever is greater, unless otherwise noted by the Engineer of record and approved by the County in accordance with local drainage patterns, topography for the area, and FEMA maps & regulations. This information may be provided on the lots or in a table format on the face of the

plat. If any part of a plat applies to land intended for residential housing and any part of that land lies in a floodplain, the Commissioners Court shall not approve the plat unless the plat has a restrictive covenant. The restrictive covenant shall prohibit the construction of residential housing in any area of the subdivision that is in a floodplain unless the housing qualifies for insurance under the National Flood Insurance Act of 1968 (42 U.S.C. Sections 4001 through 4127).

15. include certification that the Subdivider has complied with the requirements of Section 232.032 and that:
  - a. the water quality and connections to the lots meet, or will meet, the minimum state standards;
  - b. sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
  - c. electrical connections provided to the lot meet, or will meet, the minimum state standards; and
  - d. gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.

(A Subdivider may meet the requirements of subsection 15.b through the use of a certificate issued by the appropriate county or state official having jurisdiction over the approval of septic systems stating that lots in the subdivision can be adequately and legally served by septic systems together with the posting of a financial guaranty under Chapter B.4 to assure the construction of such facilities prior to the property being occupied.)

16. comply with various requirements in Title M (Model Rules), if the subdivision falls within the scope of sections M.1.5(a) and M.2.1, including requirements related to:
  - a. the minimum standards set out in Chapter 2 of Title M regarding water, wastewater, greywater, sludge disposal, setbacks, and the number of dwelling units per lot.
  - b. the final engineering report described in section M.3.2.
  - c. the execution of an agreement with the county for the provision of certain improvements, and a bond or other financial guarantee (such as a cash deposit or a letter of credit) securing the agreement, as described in section M.3.4.
17. note on the face of the plat any variance already granted by the Commissioners Court, along with the date such variance was granted.
18. note on the face of the plat the requirement that each purchase contract made between a Subdivider and a purchaser of the land in the subdivision contain a statement describing how and when water, sewer, electricity, and gas services will be made available to the subdivision.
19. A digital copy of the plat in DWG, DXF, or a format as required by the County shall be submitted to the Hidalgo County Planning Department with the initial plat review and prior to final approval from the Subdivision Advisory Board and Hidalgo County Commissioner's Court. Any changes conducted during the construction of the improvements shall be documented on the plat.
20. As-Built plans in DWG, DXF, or a format as required by the County shall be submitted along with a letter of certification stating that all construction has been conducted in accordance with County

specifications and that said As-Builts are a true representation of the improvements conducted at the site.

21. Provide plat notes on the face of the plat as outlined in the Appendix of these rules.
- F. The Subdivider of the tract must acknowledge the plat by signing the plat and attached documents and attest to the veracity and completeness of the matters asserted in the attached documents and in the plat.

### **3.8 Review and Approval of Final Plats by Commissioners Court**

- A. **Scope of Review.** The Commissioners Court will review the final plat (and its supporting information) to determine whether it meets the requirements of these Rules and state law.
- B. **Disapproval.** The Commissioners Court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these Rules and state law.
- C. **Disapproval of any preliminary plat or final plat by the Commissioners Court shall be deemed a refusal by the County to accept the offered dedications, if any, shown thereon. Approval of a plat shall not be deemed an acceptance of the proposed dedications and shall not impose any duty upon the County concerning the maintenance or improvements of any such dedicated parts until the proper authorities of the County have actually appropriated the same by an order of the Hidalgo County Commissioners Court, or by entry, use, or improvement.**

### **Road and drainage bond requirements.**

1. The Commissioners Court may require the owner to execute a bond or other financial guarantee to assure the construction of the streets and drainage improvements. The bond must:
  - a. be payable to the county judge or to the judge's successors in office;
  - b. be in an amount determined by the Commissioners Court to be adequate to ensure proper construction of the roads and streets in the subdivision, but not to exceed the estimated cost of construction of the roads and streets;
  - c. be executed with sureties as may be approved by the Court;
  - d. be executed by a company authorized to do business as a surety in this state if the Court requires a surety bond executed by a corporate surety; and
  - e. be conditioned that the roads and streets will be constructed:
    - (1) in accordance with the specifications adopted by the Court; and
    - (2) within a reasonable time set by the Court.
2. In lieu of the bond an owner may deposit cash, a letter of credit issued by a federally insured financial institution, or other acceptable financial guarantee.
3. If a letter of credit is used, it must:
  - a. list as the sole beneficiary the county judge; and
  - b. be conditioned that the owner of the tract of land to be subdivided will construct any roads or streets in the subdivision:
    - (1) in accordance with the specifications adopted by the Court; and
    - (2) within a reasonable time set by the Court.



### **Water and sewer bond requirements.**

1. Unless a person has completed the installation of all water and sewer service facilities required by these Rules or state law on the date that person applies for final approval of a plat, the Commissioners Court shall require the Subdivider of the tract to execute and maintain in effect a bond or, in the alternative, a person may make a cash deposit in an amount the Commissioners Court determines will ensure compliance with this subchapter. A person may not meet the requirements of this subsection through the use of a letter of credit unless that letter of credit is irrevocable and issued by an institution guaranteed by the FDIC. The Subdivider must comply with the requirement before subdividing the tract.
2. The bond must be conditioned on the construction or installation of water and sewer service facilities that will be in compliance with the Model Rules adopted under Section 16.343, Water Code (see, generally, Title M and the related portions of the Appendix).

### **3.9 Release of Approved Final Plat for Recording**

- A. Any variance granted by the Commissioners Court shall be noted on the face of the plat, along with the date such variance was granted, prior to release of the plat for recording.
- B. Upon submission to the County Planning Department of all required bonds and other financial guarantees, and the tender of the recording fee as required by the County Clerk, the County Planning Department will release the plat for recording.
- C. The plat (with its required attachments) must be filed and recorded with the County Clerk. The plat is subject to the filing and recording provisions of Section 12.002, Property Code.

### **3.10 Plat Approval Certificate under Local Govt. Code § 232.028(a)**

On the approval of a plat by the Commissioners Court, the Commissioners Court shall issue to the person applying for the approval a certificate stating that the plat has been reviewed and approved by the Commissioners Court.

### **3.11 Water and Sewer Service Extension**

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 water and sewer service facilities must be fully operable if the Commissioners Court finds the extension is reasonable and not contrary to the public interest.

The Commissioners Court may not grant an extension under subsection A if it would allow an occupied residence to be without water or sewer services.

If the Commissioners Court provides an extension, the Commissioners Court shall notify the attorney general of the extension and the reason for the extension. The attorney general shall notify all other state agencies having enforcement power over subdivisions in affected counties of the extension.

**CHAPTER 4 - INTENTIONALLY OMITTED**

## CHAPTER 5 - VARIANCES

### 5.1 General Requirements

Where literal enforcement of some provision contained in these Rules will result in undue hardship to the Subdivider, and when a variance from such provision 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, the Commissioners Court shall, subject to the limitations under state law, have the authority to grant a variance from the provision. Pecuniary hardship to the applicant, standing alone, shall not be deemed to constitute undue hardship. A variance shall not be granted if it would have the effect of preventing the orderly development of other land in the area in accordance with the Hidalgo County Subdivision Rules.

### 5.2 Limitations under State Law

Except as provided by Section 16.350(d), Texas Water Code, or Section 232.042 or 232.043, Texas Local Government Code, the Commissioners Court may not grant a variance or adopt any regulations that waive any requirements of subchapter B of chapter 232 of the Texas Local Government Code.

Variance from the Model Rules. The Commissioners Court may grant an exemption for a subdivision from the requirements of the Model Rules (Title M) only if the county supplies the subdivision with water supply and sewer services that meet the standards of the Model Rules.

A variance or delay from compliance with the requirements of Texas Local Government Code § 232.040 may be granted as provided by Texas Local Government Code § 232.042.

### 5.3 Special Types of Variances

**Type 1 - Pre-existing Conditions Variance.** A request for a Type 1 variance must be based upon facts that existed prior to July 3, 1990. It must be shown that the property and the conditions for which a variance is being requested existed prior to the effective date of these Rules, that the Subdivider has no other property adjacent to or within two hundred feet (200') of the subject tract, that there is no possible way that the Subdivider could comply with strict literal enforcement of these Rules, and that granting of such a variance would not injure the public health, safety, or welfare.

**Type 2 - Harmless Variance.** A variance that would not be harmful to the public health, safety, or welfare.

### 5.4 Application for Variance

An application for a variance shall be made in writing to the County Planning Department. The application shall state specifically which chapter, section, or subsection a variance is being requested from and shall contain all information which the Subdivider feels supports the requested variance.

An application for an exemption from the requirements of the Model Rules must be accompanied by an estimate, prepared by an engineer, of the cost for the county to supply the subdivision with water supply and sewer services that meet the standards of the Model Rules.

## **5.5 Procedure for Review of Application for Variance**

The Commissioners Court makes the ultimate decision on an application for a variance, following review and recommendation by the County Planning Department or the Hidalgo County Subdivision Advisory Board or both, as applicable. The applicant may withdraw a request for a variance at any point in the process. A variance is usually requested at the time of submission of the preliminary plat. A variance may be sought before the submission of a preliminary plat provided the information on or with the preliminary plat is not required for determination of the variance request.

### **A. Review by County Planning Department.**

An application is first reviewed for completeness by the County Planning Department. The County Health Department, Hidalgo County Drainage District No. 1, and the Planning Department then review the complete application on its merits. If the requested variance meets the criteria of a Type 1 or Type 2 variance, the County Planning Department may make a recommendation to deny the variance, to grant it, or to grant it with conditions. After the County Planning Department has determined that a variance does not meet the Type 1 or Type 2 criteria, or after the County Planning Department has made a recommendation on a Type 1 or Type 2 variance, or upon the written request of the applicant (either before or after the County Planning Department has made a determination or a recommendation), an application shall be scheduled for review and recommendation at a public hearing of the Hidalgo County Subdivision Advisory Board. Additional information may be attached to the application by the County Planning Department (with a copy being provided to the applicant), and packages of all information shall be forwarded to the Hidalgo County Subdivision Advisory Board members at least four days prior to the meeting date.

### **B. Review by Hidalgo County Subdivision Advisory Board.**

The Subdivider shall have the opportunity to make an oral presentation. The representative of the County Planning Department shall be given an opportunity to present such additional information as he or she feels necessary. The public hearing shall be conducted in a courteous manner with everyone being given ample chance to speak without interruption by others. The Board's decision--a recommendation to deny the variance, to grant it, or to grant it with conditions--shall be reached by a simple majority of the members present. Minutes of the meeting will be kept by a secretary chosen by the Hidalgo County Subdivision Advisory Board.

The applicant shall be mailed a written notice of the decision, or of the Board's failure to reach a decision, within five (5) days after the conclusion of the hearing. The notice shall be signed by the chair of the Board or by two members thereof. Copies shall also be provided to the County Planning Department and the County Clerk. The Planning Department shall then request a public hearing on the variance before the Commissioners Court.

### **C. Consideration by Commissioners Court**

The Commissioners Court shall hold a public hearing on the application for the variance. The applicant and the County Planning Department shall have at least five (5) days notice of the Commissioners Court's hearing on the application. The Commissioners shall be provided copies of all pertinent written information developed during the review of the variance. After providing an opportunity for all concerned to be heard, the Commissioners Court shall proceed to deny the variance, to grant it, or to grant it with conditions. The full extent of the reasons for such a variance, when granted, shall be duly recorded in the Minutes of the Commissioners Court. If the Commissioners Court grants an exemption for a subdivision from the requirements of the Model Rules (Title M hereof), the Court shall identify the source of funding to supply the subdivision with water and sewer services that meet the requirements of the Model Rules.

#### **5.6 Notation of Variance on Plat**

Any variance granted shall be noted on the face of the plat, along with the date such variance was granted, prior to recording of the plat.

## CHAPTER 6 - ENFORCEMENT

### 6.1 General Enforcement Authority under Texas Local Government Code § 232.037

The attorney general, the criminal district attorney, or attorney employed by the Court for this purpose may take any action necessary in a Court of competent jurisdiction on behalf of the state or on behalf of residents to:

1. enjoin the violation or threatened violation of the Model Rules adopted under Section 16.343, Water Code;
2. enjoin the violation or threatened violation of a requirement of subchapter B of chapter 232, Texas Local Government Code, or a rule adopted by the Commissioners Court under said subchapter B;
3. recover civil or criminal penalties, attorney's fees, litigation costs, and investigation costs; and require platting or re-platting under Section 232.040, Texas Local Government Code.

The attorney general, at the request of the district or county attorney with jurisdiction, may conduct a criminal prosecution under Section 232.033(h) or 232.036, Texas Local Government Code.

This Title B and Subchapter B of Chapter 232, Texas Local Government Code, are subject to the applicable enforcement provisions prescribed by Sections 16.352, 16.353, 16.354 and 16.3545, Texas Water Code.

### 6.2 Civil Penalties under Texas Local Government Code § 232.035

A Subdivider or an agent of a Subdivider may not cause, suffer, allow, or permit a lot to be sold in a subdivision if the subdivision has not been platted as required by subchapter B of chapter 232, Texas Local Government Code.

Notwithstanding any other remedy at law or equity, a Subdivider or an agent of a Subdivider may not cause, suffer, allow, or permit any part of a subdivision in an affected county over which the Subdivider or an agent of the Subdivider has control, or a right of ingress and egress, to become a public health nuisance as defined by Section 341.011, Texas Health and Safety Code.

A Subdivider who fails to provide, in the time and manner described in the plat, for the construction or installation of water or sewer service facilities described on the plat or on the document attached to the plat or who otherwise violates subchapter B of chapter 232, Texas Local Government Code or a rule or requirement adopted by the Commissioners Court under said subchapter is subject to a civil penalty of not less than \$500 or more than \$1,000 for each violation and for each day of a continuing violation but not to exceed \$5,000 each day and shall also pay Court costs, investigative costs, and attorney's fees for the governmental entity bringing the suit.

Except as provided by subsection E, a person who violates subsection A or B is subject to a civil penalty of not less than \$10,000 or more than \$15,000 for each lot conveyed or each subdivision that becomes a nuisance. The person must also pay Court costs, investigative costs, and attorney's fees for the governmental entity bringing the suit.

A person who violates subsection B is not subject to a fine under subsection D if the person corrects the

nuisance not later than the 30th day after the date the person receives notice from the attorney general or a local health authority of the nuisance.

Venue for an action under this section is in a district Court of Travis County, a district Court in the county in which the defendant resides, or a district Court in Hidalgo County.

### **6.3 Criminal Penalties under Texas Local Government Code § 232.036**

A Subdivider commits an offense if the Subdivider knowingly fails to file a plat required by subchapter B of chapter 232, Texas Local Government Code. An offense under this subsection is a Class A misdemeanor.

A Subdivider who owns a subdivision commits an offense if the Subdivider knowingly fails to timely provide for the construction or installation of water or sewer service as required by Section 232.032, Texas Local Government Code, or fails to make a reasonable effort to have electric utility service and gas utility service installed by a utility as required by said Section 232.032. An offense under this subsection is a Class A misdemeanor.

If it is shown at the trial of an offense under Subsection A that the defendant caused five or more residences in the subdivision to be inhabited, the offense is a state jail felony.

A Subdivider commits an offense if the Subdivider allows the conveyance of a lot in the subdivision without the appropriate water and sewer utilities as required by Section 232.032, Texas Local Government Code, or without having made a reasonable effort to have electric utility service and gas utility service installed by a utility as required by said Section 232.032. An offense under this subsection is a Class A misdemeanor. Each lot conveyed constitutes a separate offense.

Venue for prosecution for a violation under this section is in the county in which any element of the violation is alleged to have occurred or in Travis County.

### **6.4 Additional Enforcement**

See state law and Chapter 4 of Title M for other provisions related to enforcement.

**APPENDIX 1: CHAPTER 42 ETJ OF MUNICIPALITIES IN HIDALGO COUNTY**

City	Ch. 42 ETJ Size	Ch. 212 ETJ Size
Alamo		
Alton		
Donna		
Edcouch		
Edinburg		
Elsa		
La Joya		
La Villa		
McAllen		
Mercedes		
Mission		
Palmhurst		
Palmview		
Penitas		
Pharr		
Progresso		
San Juan		
Sullivan City		
Weslaco		

Note:

- (1) Title B of the Hidalgo County Subdivision Rules applies only in areas that are beyond the municipal limits of any municipality and only to subdivisions of two or more lots intended primarily for residential use (see § 232.022 of Texas Local Government Code).
- (2) Subject to resolution of questions of overlapping ETJ's, a city has authority to review and approve subdivisions both within its city limits and its chapters 42 and 212 ETJ (see §§ 212.001 and 212.003 of Texas Local Government Code).
- (3) Within a city's ETJ as defined by 212.001, a plat may not be filed without the approval of both the city and the county. If a plat is exempted from a city's or the county's plat requirements, the city or the county must when requested issue a certificate stating that a plat is not required by that entity, and the certificate must be attached to the plat. (See § 242.001 of Texas Local Government Code.)



**APPENDIX 2: CHECKLISTS FOR TITLE A**

These checklists are to be used in conjunction with the Hidalgo County Subdivision Rules and state statutes to help keep track of whether a preliminary or final plat and its associated information and documents meet legal requirements. Beneath each item’s description are citations to the key rule(s) and statute(s) related to the checklist item. Rules are referred to by title, chapter, and number. References to the Texas Local Government Code (typically chapter 232 thereof) are given simply by section number, for example, 232.022. The status of an item is “YES,” “NO” (or blank), “INC.” (for “Incomplete”), or “NA” (for “Not Applicable”). The log number of the document or documents submitted by the applicant containing the information fulfilling the checklist requirement should be put in the “Log # of Reference” blank. The initials of the county official making the particular status determination and the date of that determination appear in the last column.

**Checklist for Title A: Preliminary Plat**

Description of Item	Status	Log # of Reference	Checker’s Initials	Date
Application by owner or duly authorized agent [A.3.3]	_____	_____	_____	_____
Verification of title A applicability [G.2, A.1.1, B.1.1; 232.001, 232.022]	_____	_____	_____	_____
<b>GENERAL SUBDIVISION DESIGN</b>				
Provision for development of adjacent land [A.2.1.B]	_____	_____	_____	_____
Street classification [A.2.2]	_____	_____	_____	_____
Street and alley layout [A.2.4.A]	_____	_____	_____	_____
Minimum right-of-way widths [A.2.4.B]	_____	_____	_____	_____
Curves [A.2.4.C]	_____	_____	_____	_____
Street offsets [A.2.4.D]	_____	_____	_____	_____

Intersections [A.2.4.E]	_____	_____	_____	_____
Cul-de-sac streets [A.2.4.F]	_____	_____	_____	_____
Street names [A.2.4.G]	_____	_____	_____	_____
Street paving designated [A.2.5 and Appendix 5]	_____	_____	_____	_____
Drainage design [A.2.6 and Appendix 5]	_____	_____	_____	_____
Utility easements [A.2.7 and Appendix 5]	_____	_____	_____	_____
Irrigation easements [A.2.7 and Appendix 5]	_____	_____	_____	_____
Block lengths [A.2.8]	_____	_____	_____	_____
Lot design [A.2.8]	_____	_____	_____	_____
Adequate lot size and soil type for septic system [A.2.9]	_____	_____	_____	_____
Survey monuments [A.2.10]	_____	_____	_____	_____
<b>SUBMISSION REQUIREMENTS</b>				
Application, authorization, deed [A.3.3.A]	_____	_____	_____	_____
Form: scale, size, margins, index [A.3.5.A]	_____	_____	_____	_____
Topographic coverage within 500 feet [A.3.5.B]	_____	_____	_____	_____

Quantity: 10 sets of plat and supporting info  
[A.3.5.C] \_\_\_\_\_

REQUIRED SUPPORTING INFORMATION  
May be on or with final plat. All work by an  
engineer or surveyor must be signed, sealed,  
and dated. [A.3.5.D]

Legal description sufficient for title examination  
[A.3.5.D.1] \_\_\_\_\_

Statement of conformance or list of variances  
[A.3.5.D.2] \_\_\_\_\_

Location map  
[A.3.5.D.3] \_\_\_\_\_

Vicinity map  
[A.3.5.D.4] \_\_\_\_\_

Location with respect to ETJ lines  
[A.3.5.D.5] \_\_\_\_\_

Map of earlier plat  
[A.3.5.D.6] \_\_\_\_\_

Proposed or existing restrictive covenants  
[A.3.5.D.7] \_\_\_\_\_

Certification by owner of utility conformance  
or submittal for review  
[A.3.5.D.8] \_\_\_\_\_

INFO ON PRELIMINARY PLAT

Names, addresses, and phone numbers of owner,  
engineer, surveyor, others responsible  
[A.3.5.E.1] \_\_\_\_\_

Subdivision name: no duplication  
[A.3.5.E.2, A.2.1.C] \_\_\_\_\_

Boundary delineated; total acreage  
[A.3.5.E.3] \_\_\_\_\_

Location tie to original survey corner [A.3.5.E.4]	_____	_____	_____	_____
Control points shown or described [A.3.5.E.5]	_____	_____	_____	_____
Existing or recorded streets, alleys, etc. [A.3.5.E.6.a]	_____	_____	_____	_____
Existing watercourses, drainage structures, etc. [A.3.5.E.6.b]	_____	_____	_____	_____
Existing or recorded lots, blocks, structures, etc. [A.3.5.E.6.c]	_____	_____	_____	_____
Existing water, sewer, & other utilities [A.3.5.E.6.d]	_____	_____	_____	_____
Adjoining property ownership, or subdivision [A.3.5.E.7]	_____	_____	_____	_____
Preparation and survey dates; scale; north [A.3.5.E.8]	_____	_____	_____	_____
Topographic info; benchmark [A.3.5.E.9]	_____	_____	_____	_____
General drainage plan [A.3.5.E.10]	_____	_____	_____	_____
Approximate locations of all proposed streets, drainage structures, parks, public areas, easements, blocks, lots, monuments, etc. [A.3.5.E.11]	_____	_____	_____	_____
Proposed street names; extensions [A.3.5.E.12]	_____	_____	_____	_____
Building set-back lines [A.3.5.E.13]	_____	_____	_____	_____
Net area in each lot	_____	_____	_____	_____

[A.3.5.E.14]

Flood hazard areas & finish floor elevation

[A.3.5.E.15]

\_\_\_\_\_

**Checklist for Title A: Final Plat**

Log # of	Checker's			
Description of Item	Status	Reference	Initials & Date	

Application

[A.3.6A]

\_\_\_\_\_

Preliminary plat approved within 12 or 18 months

[A.3.4.C]

\_\_\_\_\_

Form: scale, size, margins, index

[A.3.7.A]

\_\_\_\_\_

Conformance with preliminary plat approval

[A.3.7.B]

\_\_\_\_\_

Quantity: one reproducible original and 4 sets of copies of plat and supporting info

[A.3.7.C]

\_\_\_\_\_

**REQUIRED SUPPORTING INFORMATION**

May be on or with final plat. All work by an engineer or surveyor must be signed, sealed, and dated. [A.3.7.D]

\_\_\_\_\_

Statement of conformance or list of variances

[A.3.7.D.1]

\_\_\_\_\_

Utility provider letters or notation on plat

[A.3.7.D.2]

\_\_\_\_\_

Street and drainage plans: 3 sets

[A.3.7.D.3]

\_\_\_\_\_

Water and sewage plans: 3 sets with costs

[A.3.7.D.4]

\_\_\_\_\_

Tax certificates

\_\_\_\_\_

[A.3.7.D.5]

INFO ON FINAL PLAT

Certification by surveyor or engineer  
[A.3.7.E.1] \_\_\_\_\_

Define subdivision by metes and bounds  
[A.3.7.E.2; 232.001(b)(1)] \_\_\_\_\_

Location tie to original survey corner  
[A.3.7.E.3; 232.001(b)(2)] \_\_\_\_\_

Each lot described, numbered, and dimensioned  
[A.3.7.E.4; 232.001(b)(3)] \_\_\_\_\_  
Any existing or recorded lot, street, alley,  
easement, encumbrance, etc.  
[A.3.7.E.5] \_\_\_\_\_

Dimensions and description of each lot, street,  
alley, park, easement, etc.  
[A.3.7.E.6; 232.001(b)(3)] \_\_\_\_\_

Monuments: type, location, found or set  
[A.3.7.E.7] \_\_\_\_\_

Drainage: pattern, easements, channels, and  
structures  
[A.3.7.E.8] \_\_\_\_\_

Utility easements  
[A.3.7.E.9] \_\_\_\_\_

Variance(s) and date(s) approved  
[A.3.7.E.11] \_\_\_\_\_

Requirement for purchase contract statement  
about utility availability  
[A.3.7.E.12] \_\_\_\_\_

Owner or proprietor's acknowledgment  
[A.3.7.F; 232.001(c)] \_\_\_\_\_

RELEASE OF APPROVED FINAL PLAT

Variance(s) and date(s) approved [A.3.9.A; A.5.6]	_____	_____	_____	_____
Road and drainage bond submitted [A.3.8.D; A.3.9.B]	_____	_____	_____	_____
All other bonds submitted [A.3.9.B]	_____	_____	_____	_____
Recording fee tendered [A.3.9.B]	_____	_____	_____	_____
Plat filed and recorded with county clerk (with its required attachments) [A.3.9.C]	_____	_____	_____	_____

**APPENDIX 3: CHECKLISTS FOR TITLE B**

These checklists are to be used in conjunction with the Hidalgo County Subdivision Rules and state statutes to help keep track of whether a preliminary or final plat and its associated information and documents meet legal requirements. Beneath each item’s description are citations to the key rule(s) and statute(s) related to the checklist item. Rules are referred to by title, chapter, and number. References to the Texas Local Government Code (typically chapter 232 thereof) are given simply by section number, for example, 232.022. The status of an item is “YES,” “NO” (or blank), “INC.” (for “Incomplete”), or “NA” (for “Not Applicable”). The log number of the document or documents submitted by the applicant containing the information fulfilling the checklist requirement should be put in the “Log # of Reference” blank. The initials of the county official making the particular status determination and the date of that determination appear in the last column.

**Checklist for Title B: Preliminary Plat**

Description of Item	Status	Log # of Reference	Checker’s Initials	Date
Application by owner or duly authorized agent [B.3.3]	_____	_____	_____	_____
Verification of title B applicability [G.2, B.1.1; 232.022, 232.023(a)]	_____	_____	_____	_____
<b>GENERAL SUBDIVISION DESIGN</b>				
Provision for development of adjacent land [B.2.1.B]	_____	_____	_____	_____
Street classification [B.2.2]	_____	_____	_____	_____
Street and alley layout [B.2.4.A]	_____	_____	_____	_____
Minimum right-of-way widths [B.2.4.B]	_____	_____	_____	_____
Curves [B.2.4.C]	_____	_____	_____	_____
Street offsets [B.2.4.D]	_____	_____	_____	_____



Intersections [B.2.4.E]	_____	_____	_____	_____
Cul-de-sac streets [B.2.4.F]	_____	_____	_____	_____
Street names [B.2.4.G]	_____	_____	_____	_____
Street paving designated [B.2.5 and Appendix 5]	_____	_____	_____	_____
Drainage design [B.2.6 and Appendix 5]	_____	_____	_____	_____
Utility easements [B.2.7 and Appendix 5]	_____	_____	_____	_____
Irrigation easements [B.2.7 and Appendix 5]	_____	_____	_____	_____
Block lengths [B.2.8]	_____	_____	_____	_____
Lot design [B.2.8]	_____	_____	_____	_____
Adequate lot size and soil type for septic system [B.2.9]	_____	_____	_____	_____
Survey monuments [B.2.10]	_____	_____	_____	_____
<b>SUBMISSION REQUIREMENTS</b>				
Application, authorization and deed [B.3.3A]	_____	_____	_____	_____
Form: scale, size, margins, index [B.3.5.A]	_____	_____	_____	_____
Topographic coverage within 500 feet [B.3.5.B]	_____	_____	_____	_____
Quantity: 10 sets of plat and supporting info	_____	_____	_____	_____

[B.3.5.C]

**REQUIRED SUPPORTING INFORMATION**

May be on or with final plat. All work by an engineer or surveyor must be signed, sealed, and dated. [B.3.5.D]

Legal description sufficient for title examination  
[B.3.5.D.1]

Statement of conformance or list of variances  
[B.3.5.D.2]

Location map  
[B.3.5.D.3]

Vicinity map  
[B.3.5.D.4]

Location with respect to ETJ lines  
[B.3.5.D.5]

Map of earlier plat  
[B.3.5.D.6]

Proposed or existing restrictive covenants  
[B.3.5.D.7]

Description of water & sewer facilities and easements, and date to be operable  
[B.3.5.D.8]

Certification by owner of utility conformance or submittal for review  
[B.3.5.D.9]

**INFO ON PRELIMINARY PLAT**

Names, addresses, and phone numbers of owner, engineer, surveyor, others responsible  
[B.3.5.E.1]

Subdivision name: no duplication  
[B.3.5.E.2, B.2.1.C]

	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Boundary delineated; total acreage [B.3.5.E.3]	_____	_____	_____	_____
Location tie to original survey corner [B.3.5.E.4]	_____	_____	_____	_____
Control points shown or described [B.3.5.E.5]	_____	_____	_____	_____
Existing or recorded streets, alleys, etc. [B.3.5.E.6.a]	_____	_____	_____	_____
Existing watercourses, drainage structures, etc. [B.3.5.E.6.b]	_____	_____	_____	_____
Existing or recorded lots, blocks, structures, etc. [B.3.5.E.6.c]	_____	_____	_____	_____
Existing water, sewer, & other utilities [B.3.5.E.6.d]	_____	_____	_____	_____
Adjoining property ownership, or subdivision [B.3.5.E.7]	_____	_____	_____	_____
Preparation and survey dates; scale; north [B.3.5.E.8]	_____	_____	_____	_____
Topographic info; benchmark [B.3.5.E.9]	_____	_____	_____	_____
General drainage plan [B.3.5.E.10]	_____	_____	_____	_____
Approximate locations of all proposed streets, drainage structures, parks, public areas, easements, blocks, lots, monuments, etc. [B.3.5.E.11]	_____	_____	_____	_____
Proposed street names; extensions [B.3.5.E.12]	_____	_____	_____	_____
Building set-back lines [B.3.5.E.13]	_____	_____	_____	_____

Net area in each lot [B.3.5.E.14]	_____	_____	_____	_____
Flood hazard areas & finish floor elevation [B.3.5.E.15]	_____	_____	_____	_____

**Checklist for Title B: Final Plat**

Description of Item	Log # of	Status	Checker's Reference	Initials & Date
Application for final plat approval [B.3.6.A]	_____	_____	_____	_____
Preliminary plat approved within 12 or 18 months [B.3.4.C]	_____	_____	_____	_____
Form: scale, size, margins, index [B.3.7.A]	_____	_____	_____	_____
Conformance with preliminary plat approval [B.3.7.B]	_____	_____	_____	_____
Quantity: one reproducible original and 4 sets of copies of plat and supporting info [B.3.7.C]	_____	_____	_____	_____
<b>REQUIRED SUPPORTING INFORMATION</b> May be on or with final plat. All work by an engineer or surveyor must be signed, sealed, and dated. [B.3.7.D]	_____	_____	_____	_____
Statement of conformance or list of variances [B.3.7.D.1]	_____	_____	_____	_____
Utility provider letters or notation on plat [B.3.7.D.2]	_____	_____	_____	_____
Street and drainage plans: 3 sets [B.3.7.D.3]	_____	_____	_____	_____
Water and sewage plans: 3 sets with costs [B.3.7.D.4]	_____	_____	_____	_____

Tax certificates \_\_\_\_\_  
[B.3.7.D.5]

**INFO ON FINAL PLAT**

Certification by surveyor or engineer \_\_\_\_\_  
[B.3.7.E.1; 232.023(b)(1)]

Define subdivision by metes and bounds \_\_\_\_\_  
[B.3.7.E.2; 232.023(b)(2)]

Location tie to original survey corner \_\_\_\_\_  
[B.3.7.E.3; 232.023(b)(3)]

Each lot described, numbered, and dimensioned \_\_\_\_\_  
[B.3.7.E.4; 232.023(b)(4)]  
Any existing or recorded lot, street, alley,  
easement, encumbrance, etc. \_\_\_\_\_  
[B.3.7.E.5]

Dimensions and description of each lot, street,  
alley, park, easement, etc. \_\_\_\_\_  
[B.3.7.E.6; 232.023(b)(5)]

Monuments: type, location, found or set \_\_\_\_\_  
[B.3.7.E.7]

Description of water & sewer facilities and  
easements, and date to be operable \_\_\_\_\_  
[B.3.7.E.8; 232.023(b)(6)]

Engineer's certification of compliance of water &  
sewer facilities with Model Rules; cost \_\_\_\_\_  
[B.3.7.E.9; 232.023(b)(7)]

Aerial & guy wire easements \_\_\_\_\_  
[B.3.7.E.10]

Topography of the area \_\_\_\_\_  
[B.3.7.E.11; 232.023(b)(10)]

Drainage: pattern, channels, and structures \_\_\_\_\_  
[B.3.7.E.12; 232.023(b)(8) & (9)]

Drainage easements [B.3.7.E.13; 232.023(b)(8) & (9)]	_____	_____	_____	_____
Certification of floodplain absence, or floodplain location and finish floor elevation and benchmark and restrictive covenant [B.3.7.E.14; 232.023(b)(11)]	_____	_____	_____	_____
Certification of compliance with LGC 232.032 and minimum state standards for utilities [B.3.7.E.15; 232.023(b)(12)]	_____	_____	_____	_____
Variance(s) and date(s) approved [B.3.7.E.17]	_____	_____	_____	_____
Requirement for purchase contract statement about utility availability [B.3.7.E.18]	_____	_____	_____	_____
Subdivider's acknowledgment and attestation to veracity and completeness [B.3.7.F; 232.023(d)]	_____	_____	_____	_____
 <b>RELEASE OF APPROVED FINAL PLAT</b>				
Variance(s) and date(s) approved [B.3.9.A; B.5.6]	_____	_____	_____	_____
Road and drainage bond submitted [B.3.8.D; B.3.9.B]	_____	_____	_____	_____
Water and sewer bond submitted [B.3.8.E; B.3.9.B; 232.027]	_____	_____	_____	_____
All other bonds submitted [B.3.9.B]	_____	_____	_____	_____
Recording fee tendered [B.3.9.B]	_____	_____	_____	_____
Plat filed and recorded with county clerk (with its required attachments) [B.3.9.C; 232.023(e)]	_____	_____	_____	_____

**APPENDIX 3-A: CHECKLIST FOR TITLE M**

The model rules will apply if the subdivision falls within the scope of M.1.5.A and M.2.1. These checklists are to be used in conjunction with the Hidalgo County Subdivision Rules and state statutes to help keep track of whether a preliminary or final plat and its associated information and documents meet legal requirements. Beneath each item’s description are citations to the key rule(s) and statute(s) related to the checklist item. Rules are referred to by title, chapter, and number. References to the Texas Local Government Code (typically chapter 232 thereof) are given simply by section number, for example, 232.022. The status of an item is “YES,” “NO” (or blank), “INC.” (for “Incomplete”), or “NA” (for “Not Applicable”). The log number of the document or documents submitted by the applicant containing the information fulfilling the checklist requirement should be put in the “Log # of Reference” blank. The initials of the county official making the particular status determination and the date of that determination appear in the last column.

**Checklist for Title M**

Description of Item	Status	Log # of Reference	Checker’s Initials	Date
Water facilities development standards [M.2.2]	_____	_____	_____	_____
Wastewater disposal standards [M.2.3]	_____	_____	_____	_____
Greywater systems [M.2.4]	_____	_____	_____	_____
Sludge disposal [M.2.5]	_____	_____	_____	_____
Setbacks [M.2.6]	_____	_____	_____	_____
Dwelling units per lot [M.2.7]	_____	_____	_____	_____
Application [M.3.1]	_____	_____	_____	_____
Final engineering report [M.3.2]	_____	_____	_____	_____
Additional Information				

[M.3.3]	_____	_____	_____	_____
Financial guarantees for improvements [M.3.4]	_____	_____	_____	_____
Dedicated sites for water and wastewater treatment facilities [M.3.5.C.1]	_____	_____	_____	_____
Proper water & wastewater facilities installed [M.3.5.C.2]	_____	_____	_____	_____
Water & wastewater permits obtained, and financial guarantee provided [M.3.5.C.3]	_____	_____	_____	_____



**APPENDIX 4: MODEL RULES EXHIBITS**

**APPENDIX 4-A. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM**

**APPENDIX 4-B: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR  
LETTER OF CREDIT**

**APPENDIX 4-C: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR CASH  
DEPOSIT**

**APPENDIX 4-A. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM**

**IRREVOCABLE LETTER OF CREDIT NO.**

TO: County Judge (in his or her official capacity) Hidalgo County, 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 Hidalgo (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 4-B: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR LETTER OF CREDIT**

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the County and the Subdivider. The County is Hidalgo 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 Subdividers'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:	with copy to: Hidalgo County Planning Department
Attn: County Judge	Attention: Planning Administrator
100 E. Cano, 2nd Floor	1304 S. 25th Street
Edinburg, Texas 78539	Edinburg, Texas 78539

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 Hidalgo County, Texas, or the United States District Court for the Southern District of Texas, McAllen 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)

## APPENDIX 4-C: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR CASH DEPOSIT

1. **Parties.** This Subdivision Construction Agreement (the Agreement) is made by and between the County and the Subdivider. The County is Hidalgo 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).
3. **Recitals.** 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); 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 Subdividers'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.

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 Cashier's Check or Personal Check representing a “Cash Deposit” to be held by the County in escrow in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B.

12. **Reduction of Cash Deposit.** After the acceptance of any Improvement, the amount which the County is entitled to draw on the Cash Deposit 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 and if the Subdivider is not then in default under this Agreement, the County shall refund to the Subdivider that portion of the Cash Deposit associated with the completed Improvements. No later than sixty (60) days after its receipt of a written request to refund the Cash Deposit, the County shall determine the Estimated Remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reductions in the Cash Deposit 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 Cash Deposit 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 Cash Deposit or any accrued interest earned on the funds. The Cash Deposit 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 drawn and disbursed by the County pursuant to the terms as per this Agreement. 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 Subdivider 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 to return Excess Escrowed Funds to the Subdivider, the County shall disburse to the Subdivider 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 Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement; The County shall provide written notice to the Subdivider of a default, which notice shall be given no less than twenty (20) days before withdrawal of the Cash Deposit, 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 in such event, County shall give the Subdivider no less than five (5) days notice before withdrawal of the Cash Deposit. 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.

19. **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 Cash Deposit establishes the maximum amount of the Subdivider's liability.

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

21. **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 held in escrow by the County in accordance with this Agreement.

22. **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.

23. **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 or the Subdivider or 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.

24. **Attorney's Fees.** Should either party 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.

25. **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, 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.

26. **Expiration.** This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision (if not the Improvements are completed as provided in the Agreement) or if the Subdivision is vacated by the Subdivider.

27. **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:  
Address:

if to County:	with copy to: Hidalgo County Planning Department
Attn: County Judge	Attention: Planning Administrator
100 E. Cano, 2nd Floor	1304 S. 25th Street
Edinburg, Texas 78539	Edinburg, Texas 78539

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.

28. **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.

29. **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 will be deemed to be property only if such action is commenced in District Court for Hidalgo



County, Texas, or the United States District Court for the Southern District of Texas, McAllen 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.

30. **Release Upon Completion.** Upon acceptance of all Improvements, the County agrees: (a) to complete, execute and deliver to the Subdivider 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 Subdivider and any Escrowed Funds not expended or obligated by the County for the completion of the Improvements.

31. **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.

32. **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.

33. **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.

34. **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.

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

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

\_\_\_\_\_  
**Developer**

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)

## APPENDIX 4-C: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR CASH DEPOSIT

1. **Parties.** This Subdivision Construction Agreement (the Agreement) is made by and between the County and the Subdivider. The County is Hidalgo 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).
3. **Recitals.** 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); 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 Subdividers'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.

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 Cashier's Check or Personal Check representing a “Cash Deposit” to be held by the County in escrow in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B.

12. **Reduction of Cash Deposit.** After the acceptance of any Improvement, the amount which the County is entitled to draw on the Cash Deposit 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 and if the Subdivider is not then in default under this Agreement, the County shall refund to the Subdivider that portion of the Cash Deposit associated with the completed Improvements. No later than sixty (60) days after its receipt of a written request to refund the Cash Deposit, the County shall determine the Estimated Remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reductions in the Cash Deposit 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 Cash Deposit 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 Cash Deposit or any accrued interest earned on the funds. The Cash Deposit 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 drawn and disbursed by the County pursuant to the terms as per this Agreement. 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 Subdivider 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 to return Excess Escrowed Funds to the Subdivider, the County shall disburse to the Subdivider 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 Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement; The County shall provide written notice to the Subdivider of a default, which notice shall be given no less than twenty (20) days before withdrawal of the Cash Deposit, 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 in such event, County shall give the Subdivider no less than five (5) days notice before withdrawal of the Cash Deposit. 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.

19. **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 Cash Deposit establishes the maximum amount of the Subdivider's liability.

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

21. **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 held in escrow by the County in accordance with this Agreement.

22. **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.

23. **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 or the Subdivider or 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.

24. **Attorney's Fees.** Should either party 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.

25. **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, 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.

26. **Expiration.** This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision (if not the Improvements are completed as provided in the Agreement) or if the Subdivision is vacated by the Subdivider.

27. **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:  
Address:

if to County:	with copy to: Hidalgo County Planning Department
Attn: County Judge	Attention: Planning Administrator
100 E. Cano, 2nd Floor	1304 S. 25th Street
Edinburg, Texas 78539	Edinburg, Texas 78539

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.

28. **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.

29. **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 will be deemed to be property only if such action is commenced in District Court for Hidalgo



County, Texas, or the United States District Court for the Southern District of Texas, McAllen 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.

30. **Release Upon Completion.** Upon acceptance of all Improvements, the County agrees: (a) to complete, execute and deliver to the Subdivider 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 Subdivider and any Escrowed Funds not expended or obligated by the County for the completion of the Improvements.

31. **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.

32. **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.

33. **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.

34. **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.

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

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

\_\_\_\_\_  
**Developer**

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)

## **APPENDIX 5: ROAD, DRAINAGE AND GENERAL UTILITY CONSTRUCTION SPECIFICATIONS**

### **1. GENERAL**

- 1.1 Except as provided herein, no Plat or improvements thereon shall be approved or accepted by the county unless it conforms to the minimum standards and specifications contained herein, and in the Model Rules and Tex. Loc. Govt. Code Ch. 232, if applicable.
  - 1.2 If a tract is Subdivided into parcels larger than ordinary building Lots, such parcels shall be arranged to allow the opening of future Streets.
  - 1.3 There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use.
  - 1.4 Irrigation canals: No open irrigation canals, except main canals, shall be permitted within a Subdivision. The Subdivider shall place said canal underground if its continued use is required by the Irrigation or Water District.
  - 1.5 Electric and gas utilities: The Subdivider shall make reasonable efforts to have electric and gas utilities installed in the Subdivision by an entity authorized under Texas law to provide such services prior to the approval of the Final Plat.
2. **STREETS** All streets whether public or private shall be paved to the required width and to the minimum sections established herein. The Commissioners Court has the final discretion in determining the nature of a street's surface.
- 2.1 Private Streets. Private streets serving four (4) or fewer lots shall be surfaced to a minimum pavement width of eighteen feet (18'). Private streets serving more than four (4) lots shall be paved to the minimum standards for public streets as established herein. Notwithstanding the minimum pavement widths above, a minimum private easement or right of way of fifty (50') feet must be provided on the plat.
  - 2.2 Streets in "V" Zone. All streets within a V Zone as identified on the Hidalgo County National Flood Insurance Program Flood Insurance Rate Maps and all streets within the areas of flooding where the base flood elevation exceeds the natural ground elevation by more than two feet (2') shall utilize Class A paving as per Appendix 9 of these rules.
  - 2.3 Cul-de-sacs: Cul-de-sacs in single family residential subdivisions shall have a turn-around pavement radius of not less than forty (40) feet. In Subdivisions other than single family residential subdivisions, the turn-around pavement radius shall be no less than ninety (90) feet.
  - 2.4 Pavement Widths and rights-of-way: See A.2.4.B or B.2.4.B, as applicable, for right-of-way standards. Pavement Widths shall be as follows:

- 2.4.1 Arterial Streets shall have a Pavement Width of not more than fifty-six (56) feet, but not less than forty-eight (48) feet.
- 2.4.2 Collector Streets shall have a Pavement Width of not more than forty-eight (48) feet, but not less than thirty-six (36) feet.
- 2.4.3 Minor Streets shall have a Pavement Width of not more than thirty-five (35) feet, but not less than thirty (30) feet.
- 2.5 Specifications to be followed in the construction of any such Streets within or bounding a Subdivision must consider the amount and kind of travel over the road. Streets within a Subdivision must have a minimum base of eight (8) inches of compacted caliche which is at least four (4) feet wider than the Pavement Width, and shall be paved to the Pavement Width with one and one half (1 1/2) inch of hot mix asphalt concrete Type "D". Street and traffic control signs shall conform to County standards and shall be installed at the expense of the Subdivider.
- 2.6 Testing Requirements. Testing by a reputable soil testing laboratory is required at different stages of Street construction as follows:
  - 2.6.1 Subgrade Preparation: A minimum of one test per each 1,000 square yards or fraction thereof of Street area for subgrade compaction and depth.
  - 2.6.2 Compacted Caliche: A minimum of one test per 1,000 square yards or fraction of Street area for caliche compaction and depth.
  - 2.6.3 Hot Mix Asphalt Concrete (HMAC): A minimum of one test per each 1,500 square yards of Street area for thickness to meet with State Specification Type "D" Certification. Submittal of Certified Type "D" from Supplier.

**The Developer or his Contractor shall notify the County 24 hours in advance of any test in the event that County personnel wish to monitor any test.**

- 2.7 Curb and gutter and/or driveway culverts are required in the following instances:
  - 2.7.1 This subsection 2.7.1 applies to any Subdivision in which any Lot contains an area of one acre or less, net of all easements and rights of way. The Subdivider shall, prior to obtaining final approval of a Plat, install rollover curb and gutter eighteen inches (18") in width in connection with all Streets installed or improved in the Subdivision, pursuant to the specifications promulgated from time to time by the County Planning Department.
  - 2.7.2 This subsection 2.7.2 applies to any Subdivisions in which all lots have an area of greater than one acre, net of all easements and rights of way. The Subdivider shall comply with the requirements of this subsection in one of the following manners:
    - 2.7.2.1 The Subdivider shall, prior to obtaining final approval of a Plat, install rollover curb and gutter

eighteen inches (18") in width in connection with all Streets installed or improved in the Subdivision, pursuant to the specifications promulgated from time to time by the County Planning Department. The fact that Streets are constructed with curb and gutter shall have no impact on the minimum Pavement Width set out in Section 2.4; or

- 2.7.2.2 The Purchaser of each Lot shall install or cause to be installed driveway culvert pipes which, at a minimum, are of reinforced concrete construction, of no less than fifteen inches (15") in diameter and twenty four feet (24') in length, and shall otherwise conform in construction and content to the specifications promulgated from time to time by the County Planning Department. The Subdivider shall not be personally liable for the installation of driveway culverts under this section 2.7.2, and shall include in the drainage plan for the subdivision and in a note on the plat that the purchaser of the lot will be required to provide for and install the culvert.
- 2.8 Obstruction Prohibited. No wall, fence, shrubbery or other obstruction shall be permitted higher than eighteen (18) inches within the Restricted Area of a Corner Lot adjacent to an intersection with Minor Streets or Collector Streets, and there shall be no obstruction of any nature permitted within the Restricted Area of a Corner Lot adjacent to an intersection with a State Farm to Market Road, a State Highway or a US Highway.
- 2.9 Frontage on existing County roads. Where the proposed Subdivision abuts an existing county road that does not conform to Section 2.4, the Subdivider shall dedicate right-of-way width sufficient to make the full right-of-way width to conform to such Section 2.4 and the anticipated future use of the road according to the then-current version of the Hidalgo County Thoroughfare Plan. In addition, where the abutting county road is either not paved in accordance with Sections 2.4 through 2.7 or has a Pavement Width insufficient to conform to the requirements of Section 2.4, the Subdivider shall, at the time of Final Plat Approval, escrow with County a sum of money sufficient to provide for one-third of the cost of paving of the abutting portion of the road in compliance with the then-current County road construction specifications and/or requirements for the type of road in question. In determining the money amount sufficient to provide for such future work, the Engineer employed by Subdivider shall present to the Planning Department of County their reasonable cost estimates for all materials and labor necessary to pave the normal Pavement Width required for such a road under then-current County road construction specifications and/or requirements. The Planning Department of County, and the County Engineer, shall review the calculations and notify the Subdivider of any changes or adjustments prior to final plat approval. A copy of the current Hidalgo County Thoroughfare Plan, approved by the Hidalgo County Metropolitan Planning Organization, may be obtained from the Hidalgo County Right of Way Department.
- 2.10 Details Regarding Various Driveways: Included in Appendix 9 of these rules are details for driveways on Roads with an existing or proposed road right of way of 100 feet or greater. Shared driveways shall be constructed prior to the approval of a final plat by the Hidalgo County Subdivision Advisory Board and the Hidalgo County Commissioner's Court.

**3. DRAINAGE**

- 3.1 A detailed drainage plan, prepared and executed by an Engineer, shall be submitted in addition to and along with any Final Plat. This shall contain, but not be limited to, the following:
- 3.1.1 A topographical map showing existing contours within the proposed Subdivision and five hundred (500) feet outside of it. It shall depict the existing elevations at one foot contours and one hundred (100) foot intervals, and spot elevations at one-tenth (1/10) of a foot, and all existing drainage facilities within each area covered by the Plat.
- 3.1.2 A drainage plan for the proposed Subdivision which must be illustrated on the same map depicting:
- a. Proposed finished elevations of the center line, edge of pavement, and edge of right-of-way of each Street.
  - b. Proposed drainage facilities to be constructed by the Subdivider, and a drawing of how those facilities tie into the County Master Drainage Plan.
  - c. The one hundred (100) year storm contour elevation as illustrated on FEMA maps

All areas which, due to preexisting conditions or to the construction of streets and drainage facilities or to the re-grading of the land, will be subject to inundation, as a result of a 10-year storm, by more than three inches (3") of water. Such areas would include, for example, the gutters and nearby portions of streets, constructed drainage swales, ditches parallel to streets, etc.

- 3.1.3 A document containing the calculations of the quantity of runoff for the proposed Subdivision consistent with the overall County Master Drainage Plan, and in accord with the calculation method for determining runoff as approved by the County.
- 3.1.4 Provisions for drainage in the Subdivision to:
- a. avoid concentration of storm drainage water from each Lot to adjacent Lots;
  - b. provide positive drainage away from all buildings; and
  - c. coordinate individual lot drainage with the general storm drainage pattern for the area, including a description of the drainage improvements or modifications necessary to meet these criteria.
- 3.1.5 Detailed plans and specifications for all on-site or off-site improvements necessary to connect the drainage facilities shown on the drainage plan to the nearest existing drainage facility or public outfall, which improvements must be completed prior to final plat approval under the Rules. Off-site improvements must consist of drainage facilities approved in advance by County and designed in accordance with proper engineering practices and considerations.

- 3.2 Specifications to be followed in the design of storm drainage in accordance with standard engineering practices and shall be approved by the County Engineer and, if the subdivision is located within its boundaries or utilizes its facilities, Hidalgo County Drainage District No. 1.
- 3.3 Every Subdivision shall comply with the provisions of the County Flood Plain Regulations. The County Flood Plain Regulations are incorporated herein and made a part hereof as though fully set forth herein. The term "County Flood Plain Regulations" means the Regulations for Flood Plain Management adopted by County in accordance with authorizing statutes, on July 5, 2000, as amended, replaced or recodified.
- 3.4 In the event all or any portion of the Subdivision is situated in a Floodplain, the Subdivider shall supply and submit to the Federal Emergency Management Agency all documents, information, reports and recommendations that are required under the rules of the Federal Flood Insurance Program, and shall be responsible for obtaining a Letter of Map Amendment or Letter of Map Revision from the Federal Emergency Management Agency, as it applies to the entire Subdivision, prior to the approval of any Plat by County.
- 3.5 Compliance with NPDES Program and Clean Water Act Permitting Requirements
- 3.5.1. New development and redevelopment that will result in disturbance of five or more acres of land must comply with the United States Environmental Protection Agency ("USEPA") National Pollution Discharge Elimination System ("NPDES") General Permits for Storm Water Discharges from Construction Activities in Region 6. Rules covering the requirements of the General Permit are published at 63 Federal Register 36489, July 6, 1998, and are available at the USEPA Region 6 web site ([www.epa.gov/earthlr6/gen/w/formsw.htm](http://www.epa.gov/earthlr6/gen/w/formsw.htm).)

Individuals who intend to obtain coverage under the General Permit for Construction Activities must submit a Notice of Intent ("NOI") to the USEPA Region VI office in Dallas, Texas in accordance with the General Permit. Certification of this submittal shall also be made to the Hidalgo County Drainage District No. One office at least two (2) days prior to initiating construction.

The content of the NOI shall comply with the requirements of the NPDES General Permit for Storm Water Discharges from Construction Sites in Region 6, as published at 63 Federal Register 36489.

- 3.5.2 In addition to compliance with the NPDES program, it may be necessary to obtain a permit from the U.S. Army corps of Engineer's under Section 404 of the Clean Water Act. (33 U.S.C. §1344). Certain activities are covered by the Nationwide Permit Program ("NWP"). NWP's, which may be applicable in the development of subdivisions, include NWP 39, 41 and 43, among others. Applicability of NWP 39 and 43 is limited in areas within the 100-year Floodplain by General Condition 26. See, 65 Fed. Reg. 12818, March 9, 2000. (New NWP provisions were effective June 7, 2000.) Copies of all materials submitted to the District Engineer under an NWP or an application for an individual permit must be simultaneously provided to Hidalgo County Drainage

District No. 1.

- 3.6 Surface drainage from private property within a proposed subdivision shall be taken to the roads, streets, or drainage courses as directly as possible. Drainage water from the roads and streets shall be taken to defined drainage courses as directly as possible.
- 3.7 Streets shall not be used as major drainage courses. The Subdivider shall be responsible for constructing all necessary drainage features required to transport water from the development to an acceptable outfall, including acquisition of all necessary rights-of-ways and easements.
- 3.8 The rational method shall be used at a minimum for calculations, and other methods may be utilized for the calculation of the storm water design discharge if sufficient supporting data is submitted to and approved by Hidalgo County Drainage District No. 1. Without supporting data other methods shall not be accepted. The engineer responsible for the preparation for the design calculations shall sign, seal, and date all work done under his authority.
- 3.9 Minor streets shall:
  - 3.9.1 be designed to contain a nine and one-half (9 ½) year rainfall event within the gutter flow if curb and guttered or within the borrow ditches if not curb and guttered.
  - 3.9.2 have culverts designed to carry the nine and one-half (9 ½) year rainfall event with a headwater depth not to exceed the diameter of the pipe
- 3.10 Collector streets shall:
  - 3.9.1 be designed so that a nine and one-half (9 ½) year rainfall event is contained within the curb and gutter without topping the curbs.
  - 3.9.2 be designed so that a nine and one-half (9 ½) year rainfall event will be contained within borrow ditches if curb and gutter is not used and have culverts designed so that the nine and one-half (9 ½) year rainfall event will be carried with a head water depth not exceeding the diameter of the pipe.
- 3.11 Main Arterial streets shall:
  - 3.11.1 be designed so that the streets with curb and gutter shall be designed to carry the ten (10) year rainfall event without topping the curbs if utilized.
  - 3.11.2 be designed so that the borrow ditches, if utilized, will contain a twenty-five (25) year rainfall event within the ditches and all culverts shall be designed to carry the twenty-five (25) year rainfall event with head water depth not exceeding 1.2 times the diameter of the pipe.
- 3.12 Open drainage ditches or channels other than those contained within the right-of-way of a street or road shall comply with the Hidalgo County Master Drainage Plan, as amended.

- 3.13 Drainage structures at crossing of drainage courses with roads and streets shall be designed as follows:
- 3.13.1 Drainage structures under Minor streets shall be designed to carry a twenty-five (25) year rainfall event without overtopping the roadway by more than one foot (1') and provide a minimum of fifteen feet (15') of clear roadway surface.
  - 3.13.2 Drainage structures under Collector streets shall be designed to carry a twenty-five (25) year rainfall event without overtopping the roadway and provide a minimum of twenty feet (20') of clear roadway surface.
  - 3.13.3 Drainage structures under Main Arterial streets shall be designed to carry a twenty-five (25) year rainfall event without overtopping any of the driving surface and shall provide a clear roadway equal to the width of the pavement plus five feet (5') on either side.
- 3.14 Easements. Where conditions require, there shall be provided a drainage easement adequate for the purpose (including future needs and maintenance), as determined by the County Planning Department and, if the subdivision is within its boundaries, Hidalgo County Drainage District No. 1. Where such easement is adjacent to lots, tracts, or reserves, restrictions regarding the use of the surface area of the easement shall be noted on the face of the final plat as follows:

**“This easement shall be kept clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facility. Abutting property shall not be permitted to drain into the easement except by approved means.”**





**APPENDIX 7-A. 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 Hidalgo 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 Hidalgo 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 Hidalgo 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: \_\_\_\_\_

**APPENDIX 7-B. 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 Hidalgo 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 Hidalgo 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 Hidalgo 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: \_\_\_\_\_

Hidalgo Co. Subdivision Rules  
Effective July 19, 2000

Appendix

Hidalgo Co. Subdivision Rules  
Effective July 19, 2000

## APPENDIX 8 SAMPLE GENERAL COUNTY PLAT NOTES

**Section 1.0 General County Plat Notes:** The following plat notes shall be provided on all subdivisions, as applicable, in accordance with these rules. The General Notes sample is being provided as guidance to the requirements to comply with the Texas Local Government Code, Texas Water Development Board Model Subdivision Rules, and Hidalgo County Subdivision Rules and Regulations. These plat notes may be amended to meet specific needs as approved by the Hidalgo County Planning Department.

### 1. FLOOD ZONE STATEMENT:

Flood zone designation: zone "X" & "AH" (BFE 182)

Zone "X" areas determined to be outside 500-year flood plain community-panel no. 480334 0325 d effective date: May 17, 2001

Zone "AH" flood depths of 1 to 3 feet (usually areas of ponding) base flood elevations determined. Community-panel no. 480334 0325 d effective date: May 17, 2001

The plat engineer along with the County Flood Plain Administrator have identified all areas as shown on this plat to be within flood zone "X" and flood zone "AH" with a BFE of 182 utilizing the latest approved Federal Emergency Management Agency flood maps for Hidalgo County.

Construction of residential housing within any area of the subdivision that is in the 100-year flood plain is prohibited unless the housing qualifies for insurance under the national flood insurance act of 1968 (42 U.S.C. sections 4001 through 4127).

### 2. SETBACKS:

Front:	25.00 feet on Geo Drive
	40.00 feet on Mile 1 Road
	50.00 feet on Mile 17 Road
Rear:	15.00 feet or easement width whichever is greater
Side:	6.00 feet or easement width whichever is greater
Corner Side:	10.00 feet or easement width whichever is greater
Garage:	18.00 feet
Corner Side Where R.O.W. is greater than 50.00 feet:	20.00 feet

**3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:** No more than one-single family detached dwelling shall be located on each lot. (Any other use shall require Planning Department, Health Department and Fire Marshall approval). Applications for construction are required prior to occupying the lot

**4. MINIMUM FINISHED FLOOR NOTE:** Minimum finished floor elevation shall be 18" above top of curb or 18" above natural ground, whichever is greater. An elevation certificate may be required for lots located outside a designated flood zone at the time of application for construction to verify pre and post construction finished floor elevations. An elevation certificate shall be required for all lots within a designated flood zone at the time for a development permit application. (See sheet No.3 for finish floor elevation requirement for all lots in flood zone)

**5. BENCHMARK NOTE:** The following benchmarks are identified on the face of the plat and on the attached engineering plans.

-->b.m. no. 1-elev. 183.70 N.G.V.D. 29 description: concrete monument set approximately 10.00 feet north and 5.00 feet west of the southeast corner of lot 31 of this subdivision.

-->b.m. no. 2-elev. 182.50 N.G.V.D. 29 description: concrete monument set approximately 5.00 feet west and 5.00 feet north of the southeast corner of lot 10 of this subdivision.

**6. DRAINAGE:** In accordance with the Hidalgo County Drainage District No. 1 and Hidalgo County requirements, this development will be required to detain a total of 43,560.00 cubic-feet 1.00 acre-feet) of storm water runoff. Drainage retention in accordance with the local requirements will be accomplished as follows: (see sheet no.3 for storm sewer improvements.)

**7. DRAINAGE SWALE EASEMENTS NOTE:** No fill or permanent structures shall be allowed within any drainage swale easement. Each drainage swale easement shall be kept clear of fences, buildings, plantings, and other obstructions that would interfere with the operation of the drainage swale easement. The lot owner shall be responsible for the maintenance of the swale located within their property.

**8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:** This subdivision shall use on-site sewage facilities in accordance with TCEQ and Hidalgo County Regulations for sewage disposal. The subdivider is responsible for providing an OSSF on all lots.

A. An OSSF system is being designed for disposal of domestic sewerage only for a typical 3 bedroom residence. A separate design shall be submitted for commercial use, multi-family use, and if a larger residence is being proposed other than the aforementioned 3 bedroom home.

B. Each lot on this plat complies with the minimum 21,780 square feet lot area with potable water supply.

C. Any OSSF system shall require inspection and approval by the authorized agent of Hidalgo County.

D. Soil analysis has been submitted to the authorized agent of Hidalgo County and excerpts may be also seen on the utility layout for this subdivision as submitted to the Hidalgo County Planning Department. The engineer and/or soil evaluator has determined that the soil is suitable for a standard septic tank and absorptive drain field system.

E. An approved "OSSF" permit application is required, including individual lot planning materials, prior to occupying a lot.

F. A special design is required for all OSSF systems located with in a designated flood zone. The design shall include but not be limited to the following items:

1. Anchoring of septic tank(s)
2. Back flow valves
3. Septic tank cover shall be able to seal.

10. There are no water wells within 150 feet from the boundaries of this subdivision.

11. Jane Doe, the owner & subdivider of Geo Acres Subdivision, retains an easement upon each lot for the purpose of installing an approved OSSF on the lot as described on sheet No.2 of this plat.

12. No structure shall be permitted over any easement. Easements shall be kept clear of fences, buildings, sheds, shrubs trees, and other plantings (except low, less than 18 inches mature height, ground cover, grass, or flowers) and other obstructions that would interfere with the operations and maintenance of the easement.

13. Each purchased contract made between a subdivider and purchaser of a lot in this subdivision shall contain a statement describing how and when water, sewer, electricity, and gas services will be made available to the subdivision.

14. All public utility easements dedicated by this plat shall be a minimum width of 15.00 feet or as approved by the utility company occupying the easement as per the Hidalgo County Subdivision Rules. By signing this plat, the developer and engineer certify that all other easements shown comply with the size required by each utility provider occupying such easement.

15. The cross-hatched cul-de-sac area is a temporary easement for a turn-around until street is extended west in a recorded plat. Said temporary easement shall be automatically abandoned upon the construction of a dedicated street to the west.

16. An off-street parking lot site plan & drainage plan shall be approved by the Hidalgo County Planning Department for commercial, industrial & multifamily use at the time of application for construction prior to the issuance of a building and/or development permit. No final water or light clearances shall be issued until the site plan, drainage plan, OSSF plan and floor plan are approved by appropriate County department. All proposed improvements are to be constructed in accordance with County and State standards.

**17. CLEARANCES FOR WATER METERS:**

As per Texas Local Government Code requirements, sanitary sewer must be connected to a residence prior to receiving a final clearance for a water meter. A sewer tap inspection shall be provided from the entity service provider prior to receiving a clearance for water meter(s).

**18. GENERAL NOTE FOR COMMERCIAL LOTS:**

Lot 1 shall be for commercial use only. There shall be no other use other than commercial. Lot 1 is for nonresidential use. In accordance with Texas Water Development Board Model Subdivision Rules this restriction shall be stipulated on all deeds, contract for deeds, and any other type of conveyance. Applications for construction approved by the Planning Department, Health Department and Fire Marshall are required prior to occupying the lot.

19. Driveway entrances with safety ends will be constructed at building and/or development permit stage prior to the issuance of a final light and water clearance.

20. TxDOT permits for driveway are required for lots accessing FM xxxx prior to construction of a driveway access on said FM xxxx and the issuance of a building and/or development permit from the Hidalgo County Planning Department and/or Fire Marshall's office.

21. A detailed site plan identifying the area in which a residence and OSSF may be constructed has been prepared for lots being affected by \_\_\_\_\_ easements that traverse the affected lots at an angle other than 90 degrees as measured from the individual lot property lines. The site plans have been documented with the Hidalgo County Planning Department.



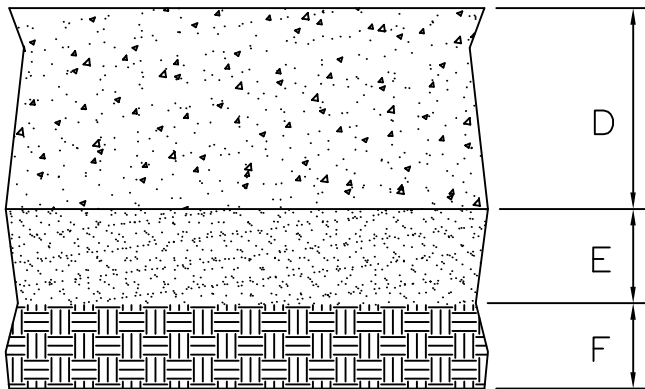
## APPENDIX 9: COUNTY DETAILS AND SPECIFICATIONS

- 9.A Sample Site Plan Showing Location of On-Site Sewage Facility, Drainage Detention Area, and Parking Lot.
- 9.B Typical Finished Floor Elevation Above Center Line of Street and/or Curb & Gutter and/or Natural Ground.
- 9.C Detail for Shared Driveways for Lots Fronting a 100 foot Right of Way or Greater.
- 9.D Site plan showing lot affected by utility lines traversing lot other than 90 degrees as measured from property lines
- 9.E Typical Roadway and Drainage Details for Various County Roadways  
Plate No. 9.1 through Plate No. 9.46

- 9.1 Class "A" Pavement
- 9.2 Class "B" Pavement
- 9.3 Class "C" Pavement
- 9.4 Class "D" Pavement
- 9.5 Typical Road Section
- 9.6 Urban Section Minor Street /Minimum Width 32' to 35' B-B
- 9.7 Urban Section Collector Street /36' to 48' B-B
- 9.8 Urban Section Main Arterial Street/Minimum Width 48' to 56' B-B
- 9.9 Private Road
- 9.10 Rural Section Minor Street / 24' to 28' E-E
- 9.11 Rural Section Collector Street /36' to 48' E-E
- 9.12 Rural Section Arterial Street/ 22'E-E With Median
- 9.13 Rural Section Arterial Street/Maximum 48' to 56' B-B
- 9.14 Class "A" Pavement Reinforcing Detail
- 9.15 Class "A" Pavement Joint Detail
- 9.16 Typical Curb And Gutter Detail
- 9.17 Typical Low Profile Curb And Gutter Section
- 9.18 Typical Road Section With Low Profile Curb And Gutter & Type "C" Inlet
- 9.19 Typical Private Driveway Approach
- 9.20 Typical Sidewalk
- 9.21 Typical Handicapped Ramp Detail
- 9.22 New Asphalt Meeting Existing Pavement
- 9.23 Drainage Manhole Details
- 9.24 Standard Curb Inlet Detail
- 9.25 Standard Curb Inlet Section
- 9.26 Curb Inlet Detail
- 9.27 Standard Curb Inlet
- 9.28 Curb Inlet-Box And Manhole Elevation
- 9.29 Curb Inlet-Extension Elevation
- 9.30 Standard Curb Inlet
- 9.31 Standard Curb Inlet
- 9.32 Typical Endwall/Concrete Apron Detail
- 9.33 Concrete Drainage Flume
- 9.34 Concrete Valley Gutter Detail
- 9.35 Typical Endwall/Concrete Apron Detail
- 9.36 Typical Endwall/Concrete Apron Detail
- 9.37 Typical Endwall/Concrete Apron Detail
- 9.38 Earth and Gravel Bedding Detail

# CLASS "A" PAVEMENT

REQUIRED IN ALL V ZONES AND ALL FLOOD ZONES AS DESIGNATED BY FEMA MAPS WHERE BASE FLOOD IS 2' OR GREATER IN DEPTH.



CONCRETE CLASS A 5 SACK/CY. MIN.  
3000 P.S.I. COMP. STRENGTH; MIN. 600  
P.S.I. - 7 DAYS BEAM STRENGTH;  
MAX. WATER/CEMENT RATIO 0.7;  
1 1/2" MAX. AGGREGATE;  
ENTRAINED AIR 4-7%

← SAND CUSHION

← SUB-BASE

## REQUIREMENTS FOR VARIABLE STREET CLASSIFICATION

VARIABLE	MINOR	COLLECTOR	ARTERIAL
D	5 1/2" MIN. WITH THICKENED EDGE	6 1/2" MIN. WITH THICKENED EDGE	8 1/2" MIN. WITH THICKENED EDGE
E	4"	6"	6"
F	P.I. < 20 COMPACTION 6" THICK TO 95% STD. PROCTOR @ OR ABOVE OPT. MOISTURE P.I. > 20 SEE SUBGRADE IMPROVEMENT METHODS	P.I. < 20 COMPACTION 8" THICK TO 95% STD. PROCTOR @ OR ABOVE OPT. MOISTURE P.I. > 20 SEE SUBGRADE IMPROVEMENT METHODS	P.I. < 20 COMPACTION 10" THICK TO 98% STD. PROCTOR @ OR ABOVE OPT. MOISTURE P.I. > 20 SEE SUBGRADE IMPROVEMENT METHODS

### SUBGRADE IMPROVEMENT METHODS:

- MECHANICAL STABILIZATION ----- AN APPROVED GEOGRID PLACED UNDERNEATH THE BASE COURSE PER COUNTY SPECIFICATIONS. SAND CUSHION MUST BE SUBSTITUTED BY A CALICHE OR LIMESTONE BASE
- CHEMICAL STABILIZATION ----- MODIFY SUBBASE COURSE THICKNESS AS FOLLOWS:
  - 20 < P.I. ≤ 40 3% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE
  - P.I. > 40 6% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE
- OVER EXCAVATION & REPLACEMENT ----- A MINIMUM OF 18" OF SELECT FILL WITH A P.I. < 20 COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE

DESIGN ENGINEER MAY SPECIFY A DIFFERENT PAVEMENT SECTION TO ADDRESS FIELD AND TRAFFIC CONDITIONS. THESE SPECIFICATIONS OUTLINE THE MINIMUM REQUIREMENTS FOR THE COUNTY OF HIDALGO. WHERE FURTHER GUIDANCE FOR CONSTRUCTION SPECIFICATIONS IS NEEDED, THE COUNTY PLANNING DEPARTMENT MAY REQUIRE CONSTRUCTION IN ACCORDANCE WITH THE 1993 TX DOT STANDARD SPECIFICATIONS BOOK (BLUE BOOK).



## HIDALGO COUNTY PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

## PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 12-07-06

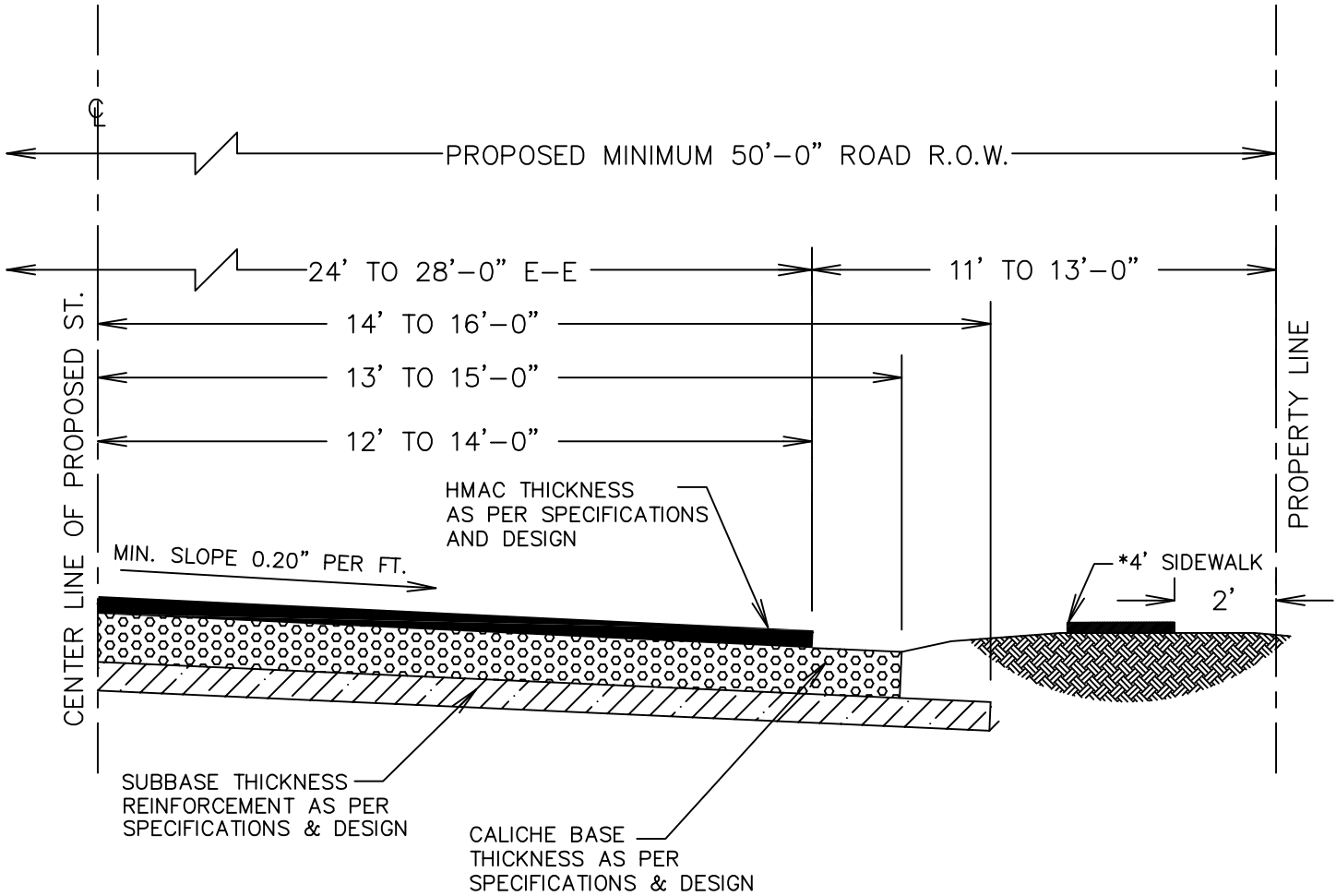
CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. : 9.1

# RURAL SECTION MINOR STREET

24' TO 28' E-E



HORIZONTAL CLEARANCE TO OBSTRUCTIONS  
TO BE DETERMINED BY THE ENGINEER

ROAD SECTION DETAIL APPLIES TO  
ANY SUBDIVISION IN WHICH ALL LOTS HAVE AN  
AREA OF GREATER THAN ONE ACRE, NET OF  
ALL EASEMENTS AND RIGHT OF WAYS

\* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



## HIDALGO COUNTY PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

## PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 12-07-06

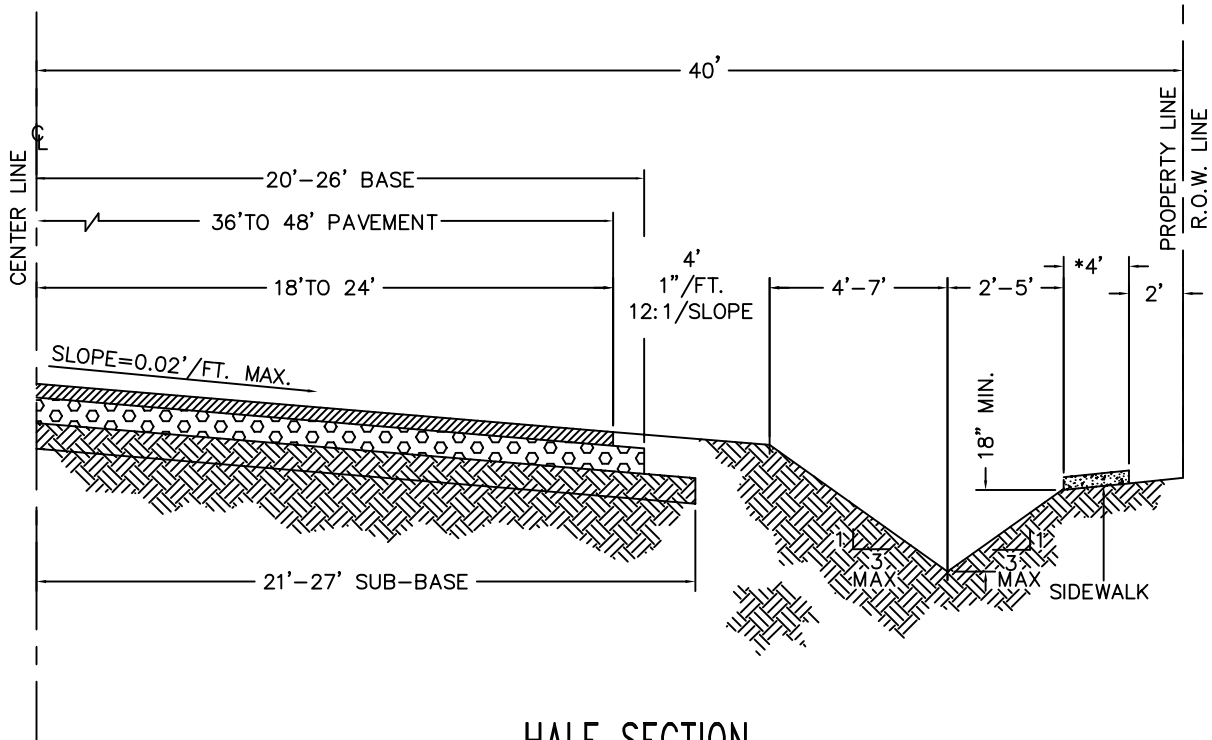
CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.10

# RURAL SECTION COLLECTOR STREETS

36'-48' E-E



## HALF SECTION

80' MINIMUM R.O.W.

\* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



HIDALGO COUNTY  
PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 01/31/02

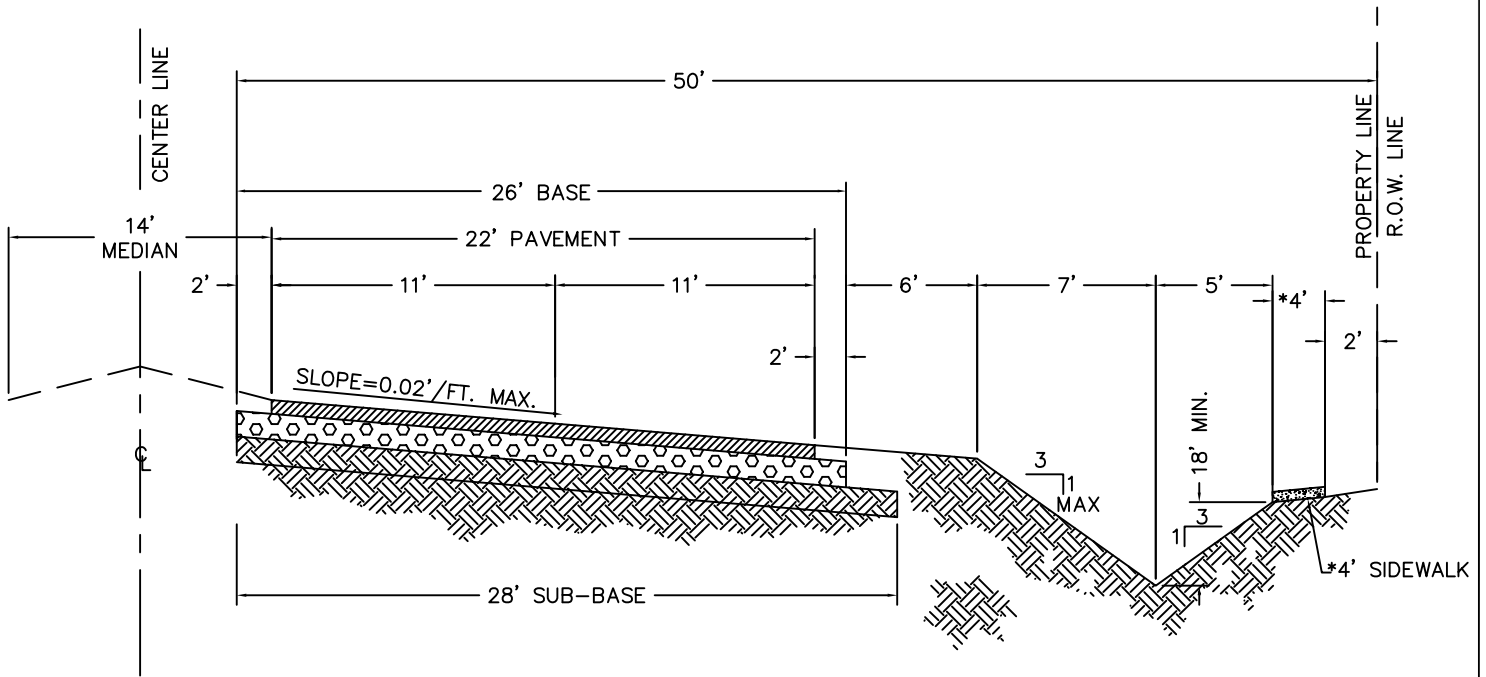
CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. : 9.11

# RURAL SECTION ARTERIAL STREET

22' E-E WITH MEDIAN



## HALF SECTION

100' MINIMUM R.O.W.

NOTE: MEDIAN MAY BE PAVED FOR LEFT TURN BAY

\* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



HIDALGO COUNTY  
PLANNING DEPARTMENT

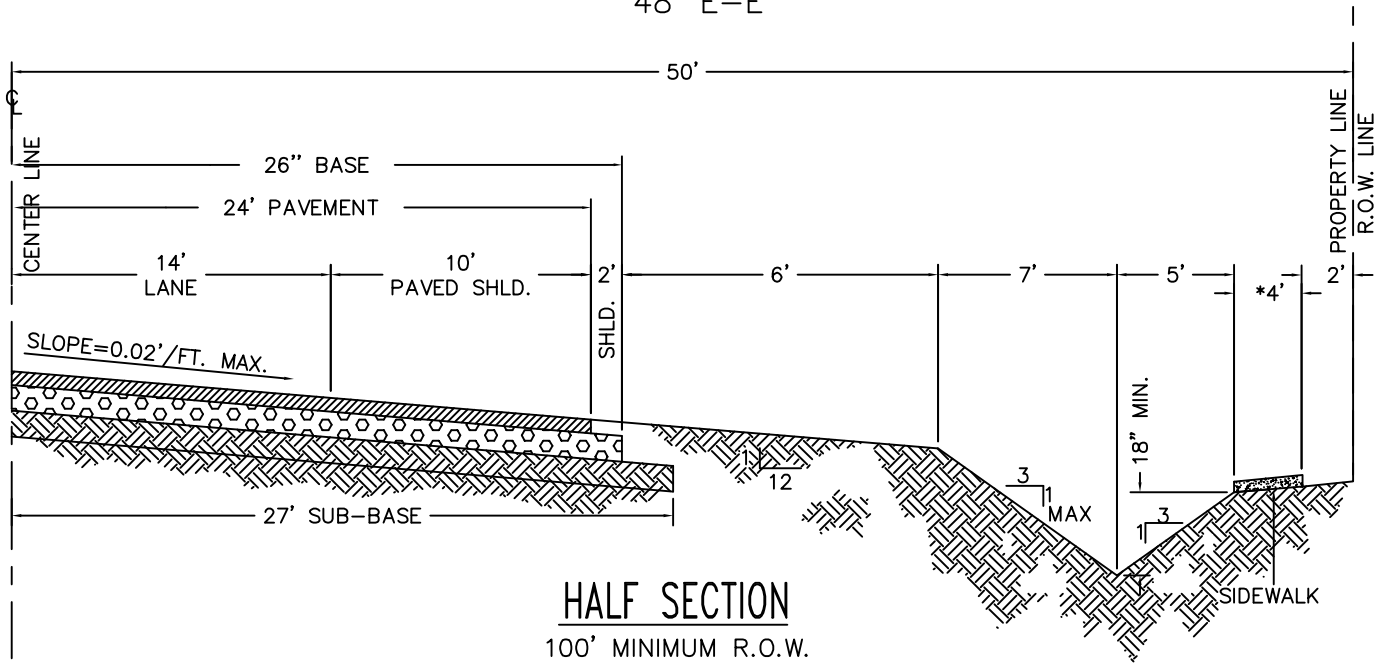
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 01/31/02	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.12

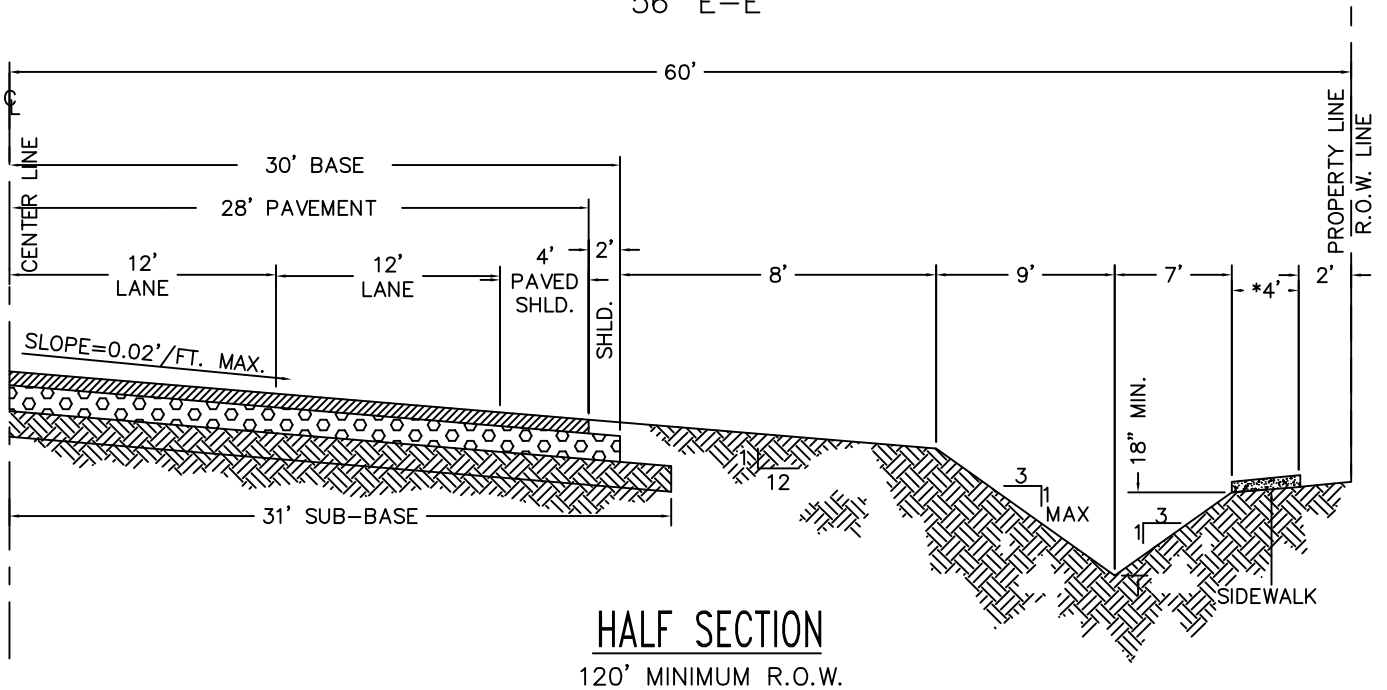
# RURAL SECTION ARTERIAL STREET

48' E-E



# RURAL SECTION ARTERIAL STREET

56' E-E



\* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



HIDALGO COUNTY  
PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

## PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

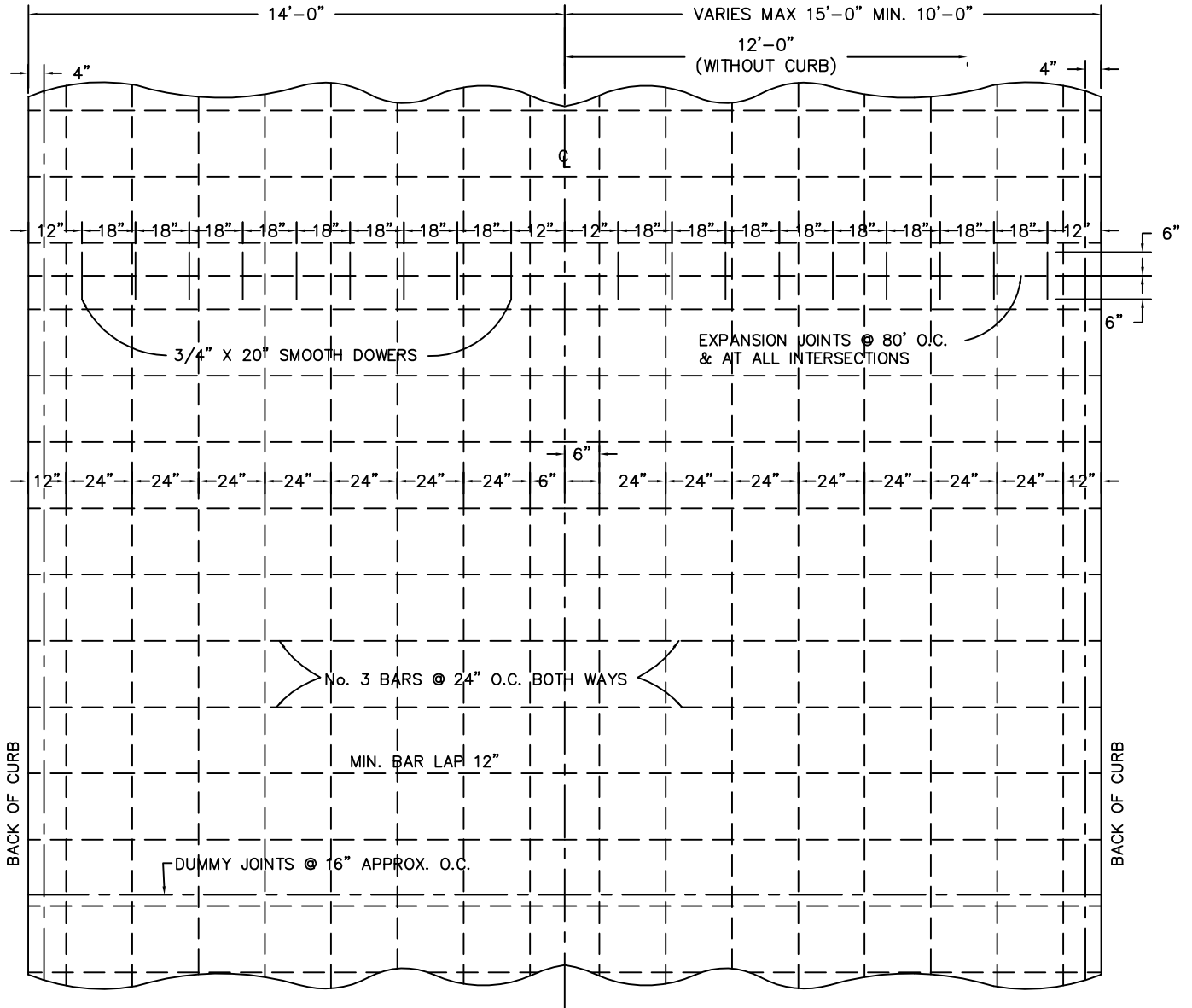
DATE: 01/31/02

CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. : 9.13

# CLASS "A" PAVEMENT REINFORCING DETAIL



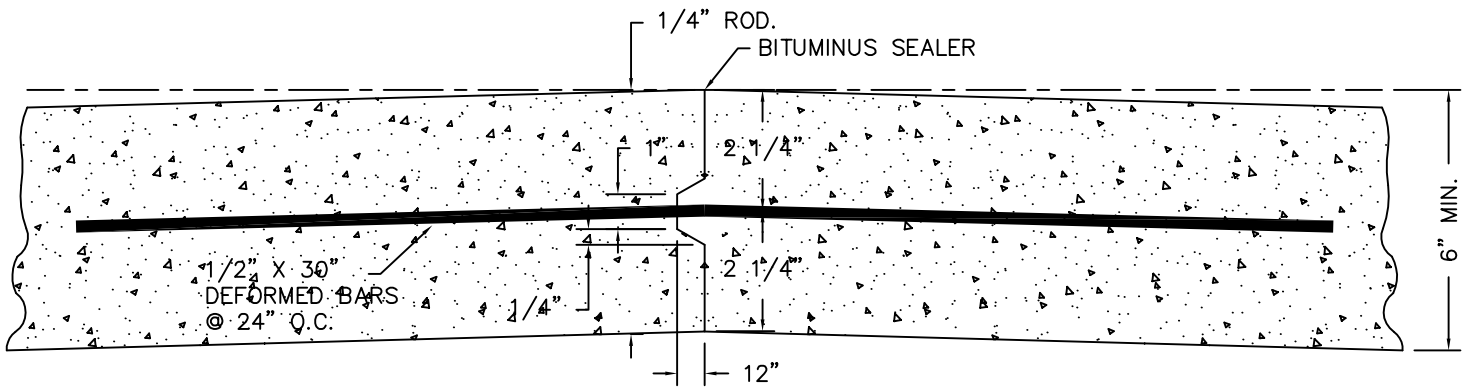
## HIDALGO COUNTY PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.14

# CLASS "A" PAVEMENT JOINT DETAILS



## KEYED LONGITUDINAL CONSTRUCTION JOINT



### HIDALGO COUNTY PLANNING DEPARTMENT

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EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

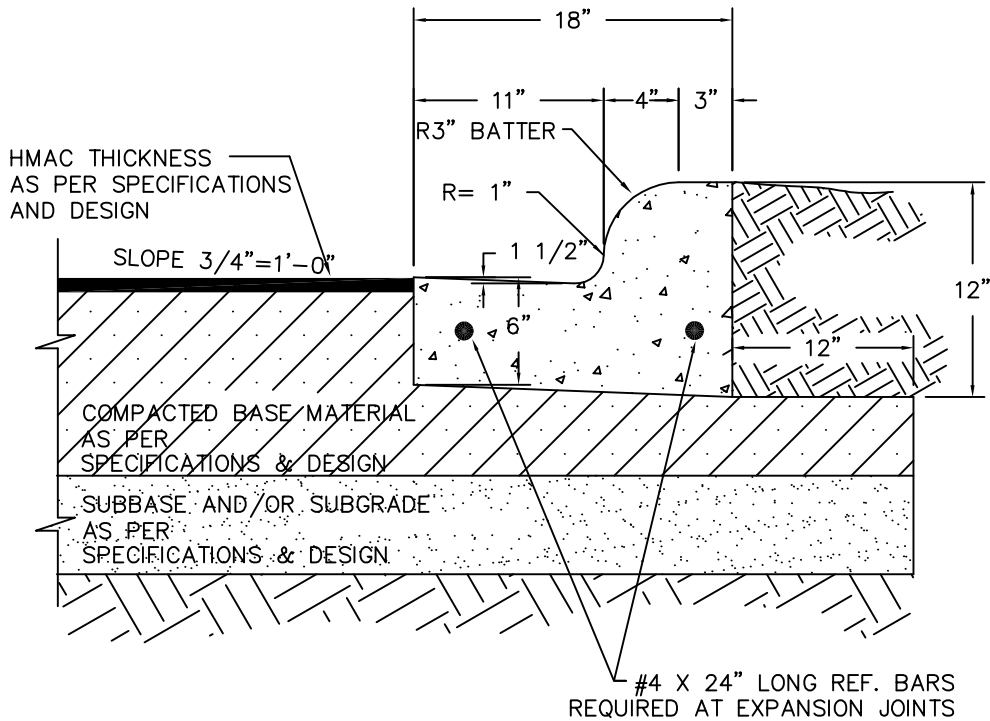
CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.15



# TYPICAL CURB & GUTTER DETAIL



1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI).
5. REINFORCING STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN 3/4" EXPANSION JOINT.



## HIDALGO COUNTY PLANNING DEPARTMENT

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### PAVING AND DRAINAGE DETAILS

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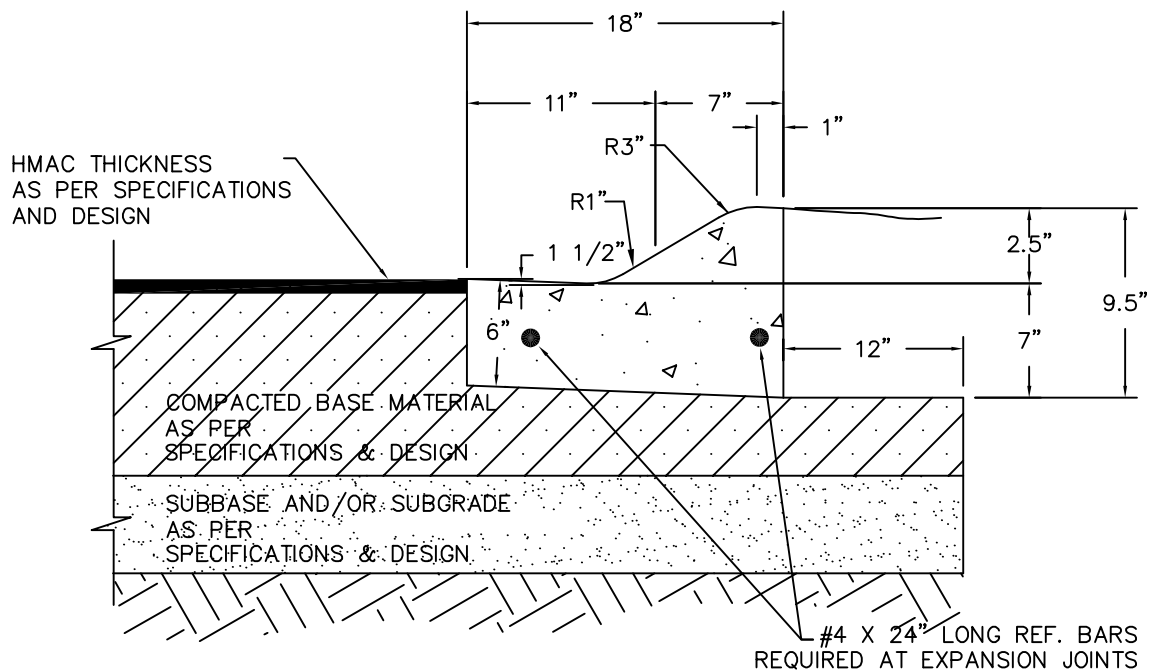
DATE: 07-28-03

CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.16

# TYPICAL LOW PROFILE CURB & GUTTER SECTION



1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI).
5. REINFORCING STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN 3/4" EXPANSION JOINT.



## HIDALGO COUNTY PLANNING DEPARTMENT

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TEL: (956) 318-2840 ★ FAX: (956) 318-2844

## PAVING AND DRAINAGE DETAILS

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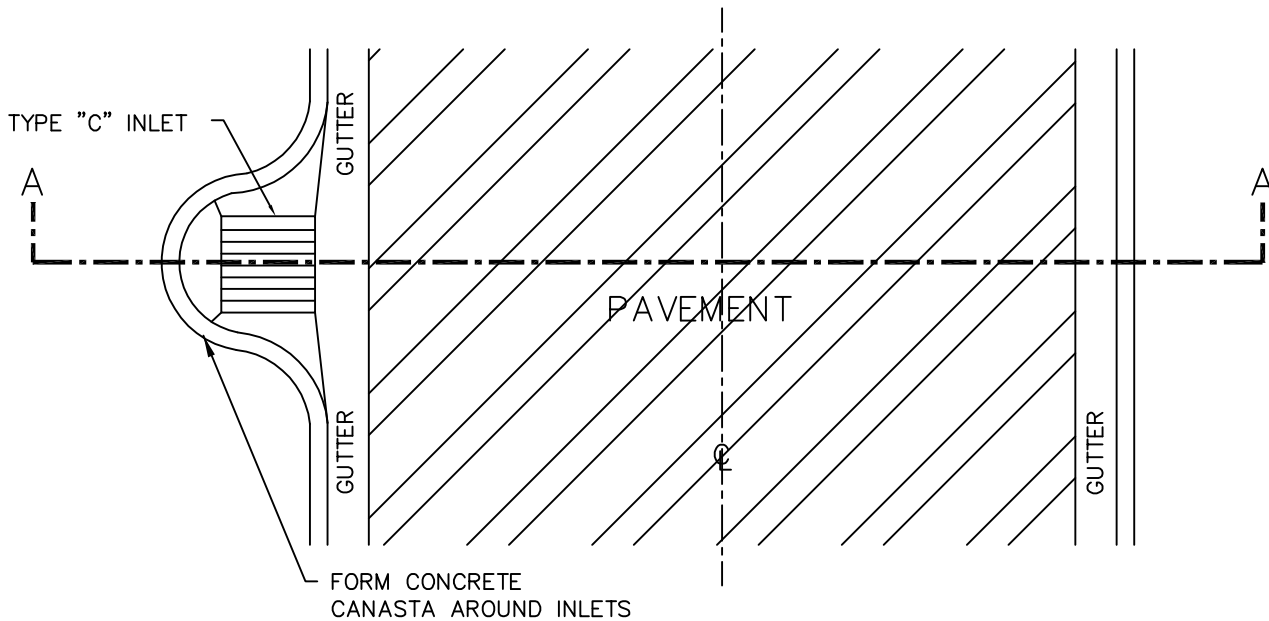
DATE: 07-28-03

CHECKED BY: R.E.S.

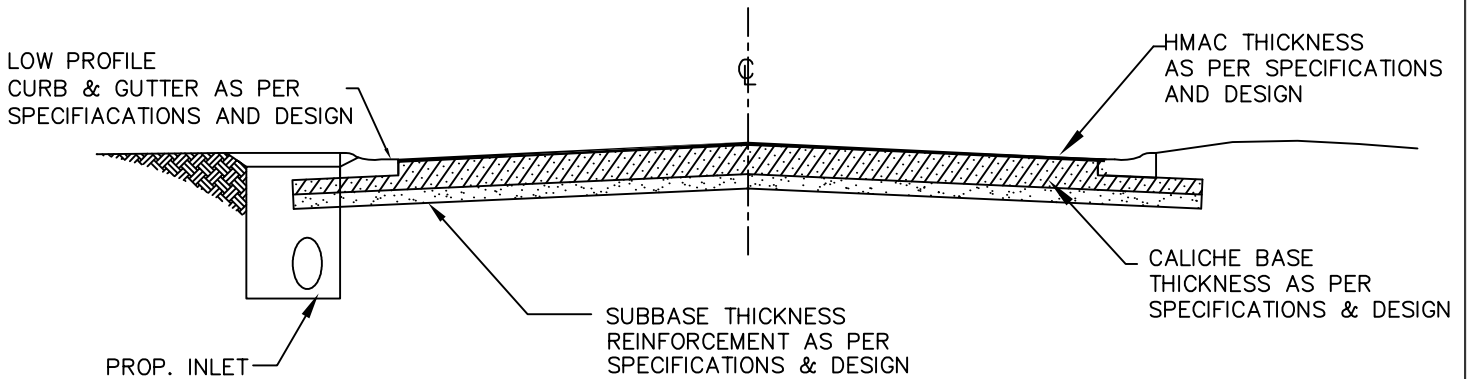
DRAWN BY: J. GARCIA

PLATE No. : 9.17

# TYPICAL ROAD SECTION W/ LOW PROFILE CURB & GUTTER & TYPE "C" INLET



## PLAN



## SECTION A-A



HIDALGO COUNTY  
PLANNING DEPARTMENT

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TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

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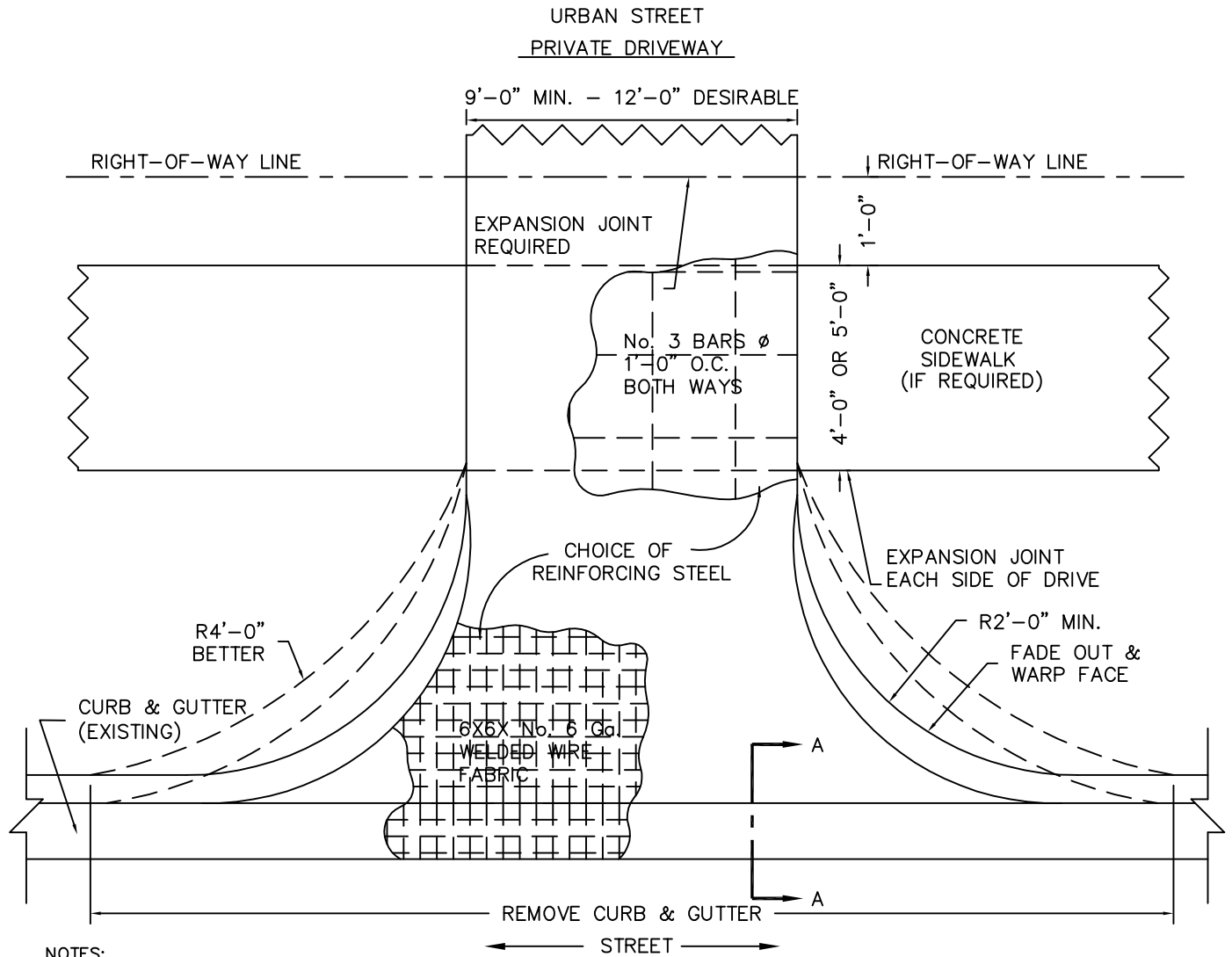
DATE: 07-28-03

CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

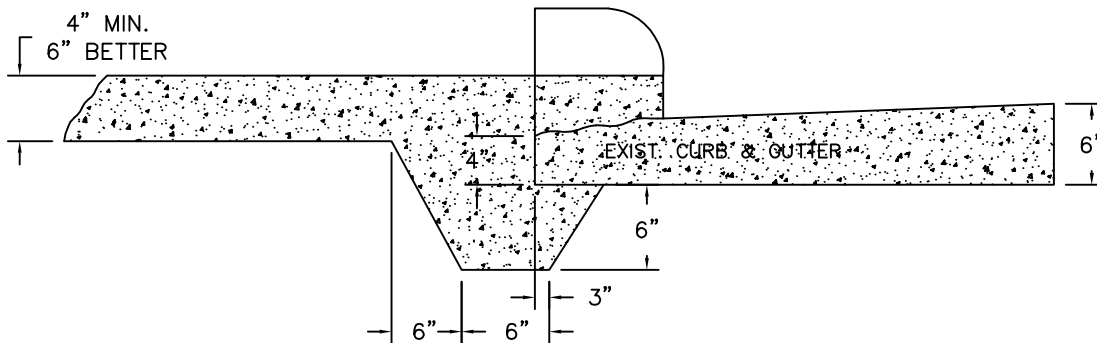
PLATE No. : 9.18

# TYPICAL PRIVATE DRIVEWAY APPROACH



**NOTES:**

1. DRIVEWAY CONCRETE SHALL BE CLASS "A" (3000 PSI)
2. DETAILS ARE NOT TO SCALE.



## SECTION A-A



HIDALGO COUNTY  
PLANNING DEPARTMENT

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### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

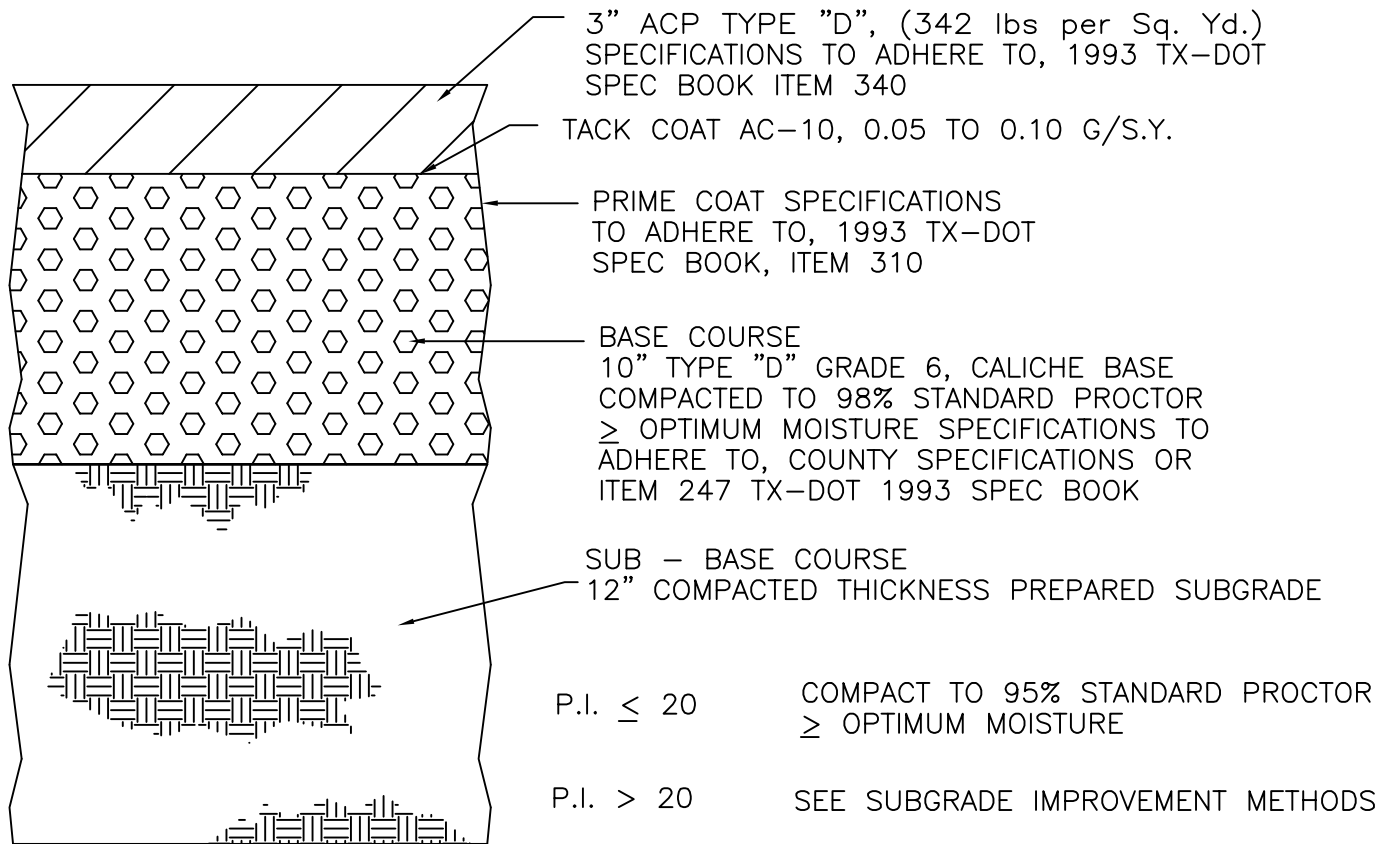
CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.19

# CLASS "B" PAVEMENT

REQUIRED FOR ALL ARTERIAL STREETS ( EXCEPT AS NOTED )



**GENERAL NOTES:**

1. IN LIEU OF THE ABOVE BASE DESIGN, AN ALTERNATE BASE MAY BE USED THAT USES 8" OF TYPE "A" GRADE 1 (CRUSHED LIMESTONE) COMPACTED TO STANDARD PROCTOR > OPTIMUM MOISTURE AS PER ITEM 247 1993 TX DOT SPEC BOOK.

**SUBGRADE IMPROVEMENT METHODS:**

1. MECHANICAL STABILIZATION ----- AN APPROVED GEOGRID PLACED UNDERNEATH THE BASE COURSE PER COUNTY SPECIFICATIONS
2. CHEMICAL STABILIZATION ----- MODIFY SUBBASE THICKNESS COURSE AS FOLLOWS:
  - 20 < P.I. ≤ 40 3% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR  
                         ≥ OPTIMUM MOISTURE
  - P.I. > 40 6% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR  
                         ≥ OPTIMUM MOISTURE
3. OVER EXCAVATION & REPLACEMENT ----- A MINIMUM OF 18" OF SELECT FILL WITH A P.I. < 20 COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE

DESIGN ENGINEER MAY SPECIFY A DIFFERENT PAVEMENT SECTION TO ADDRESS FIELD AND TRAFFIC CONDITIONS. THESE SPECIFICATIONS OUTLINE THE MINIMUM REQUIREMENTS FOR THE COUNTY OF HIDALGO. WHERE FURTHER GUIDANCE FOR CONSTRUCTION SPECIFICATIONS IS NEEDED, THE COUNTY PLANNING DEPARTMENT MAY REQUIRE CONSTRUCTION IN ACCORDANCE WITH THE 1993 TX DOT STANDARD SPECIFICATIONS BOOK (BLUE BOOK).



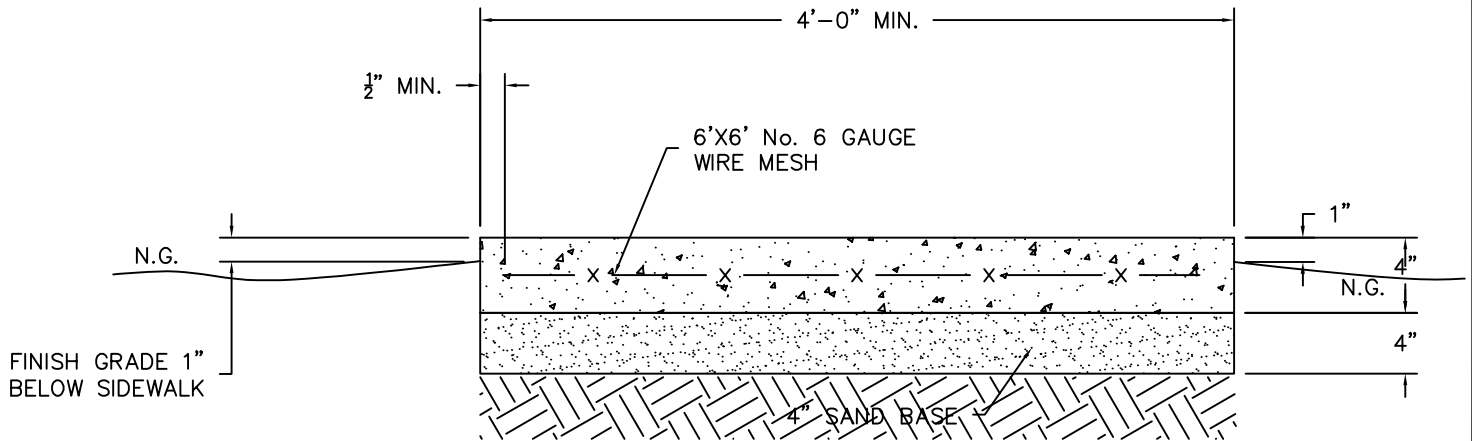
HIDALGO COUNTY  
PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

**PAVING AND DRAINAGE DETAILS**

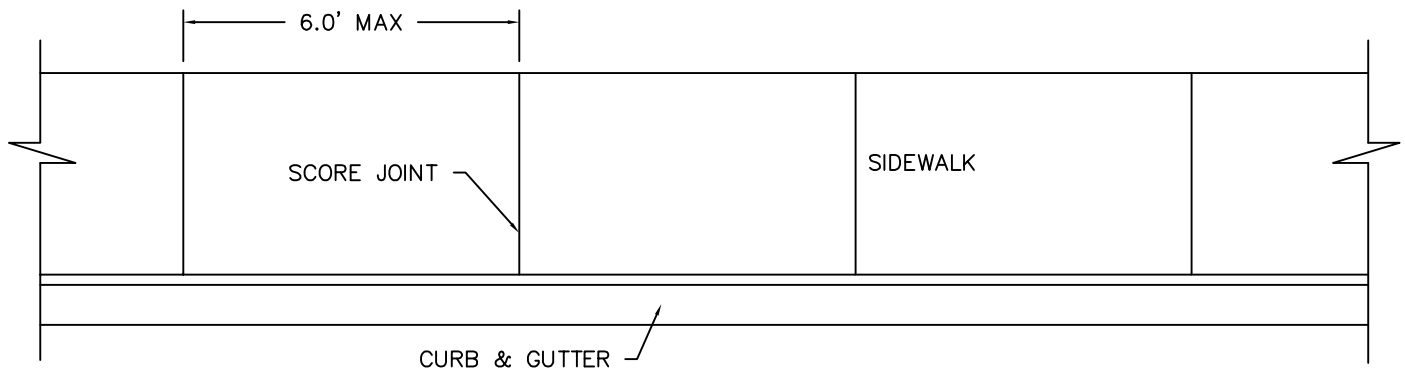
SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.2

# TYPICAL SIDEWALK



## SECTION A-A

RIGHT-OF-WAY LINE



SCORE JOINT 1/4" THICKNESS OF SIDEWALK  
 EXPANSION JOINT EVERY 30'  
 JOINT IN CENTER OF SIDEWALK IF OVER 15' WIDE

## PLAN VIEW OF URBAN SECTION



HIDALGO COUNTY  
 PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
 EDINBURG TX. 78539  
 TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

CHECKED BY: R.E.S.

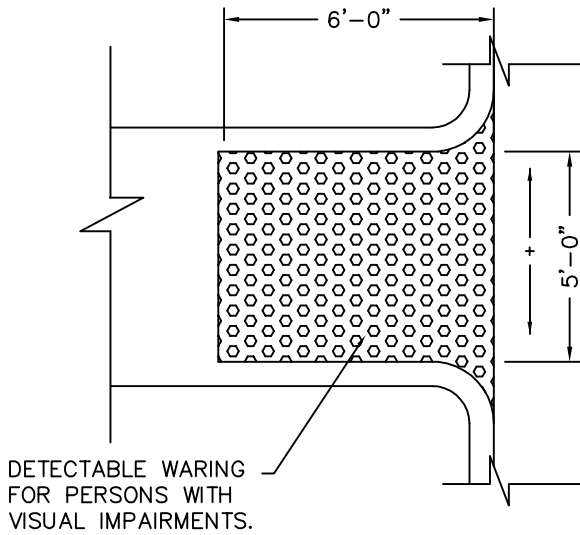
DRAWN BY: J. GARCIA

PLATE No. : 9.20

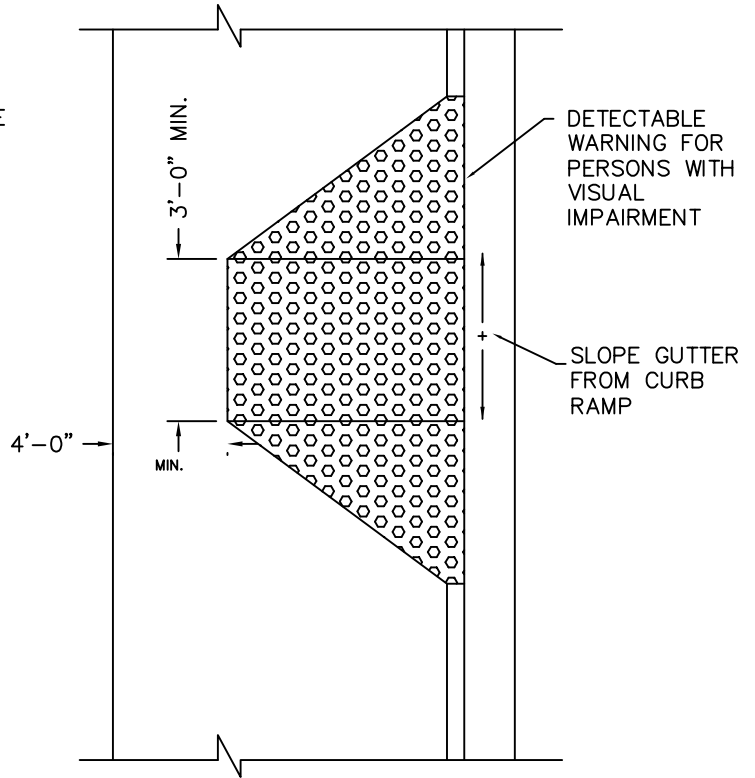
# TYPICAL HANDICAPPED RAMPS DETAIL

**NOTES:**

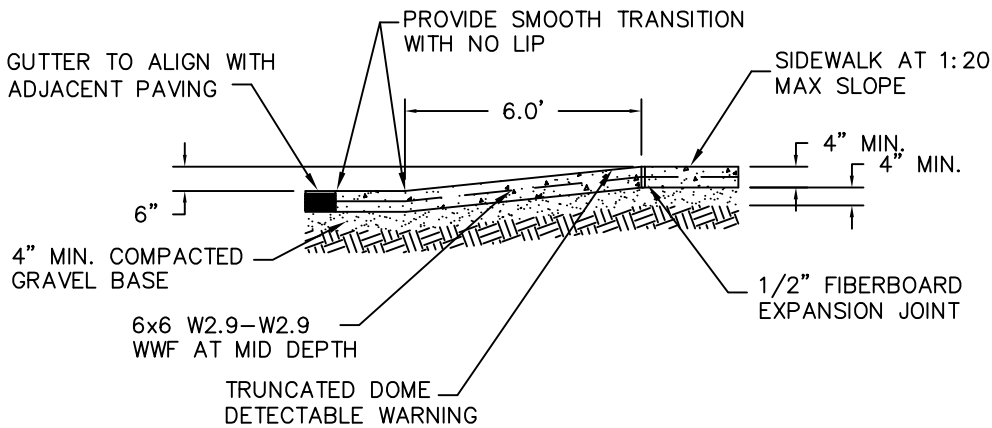
1. ALL SIDEWALKS AND HANDICAPPED RAMPS ARE FOR SCHEMATIC PURPOSES ONLY.
2. THE HANDICAPPED RAMPS MUST BE IN ACCORDANCE WITH THE FEDERAL ADA-AG SUBSECTIONS 4.1.6, 4.8 AND 429.2 AND THE STATE T&S SUBSECTION 4.3 STANDARDS.



**TYPE B RAMP**



**TYPE E RAMP**



**CURB RAMP SECTION**



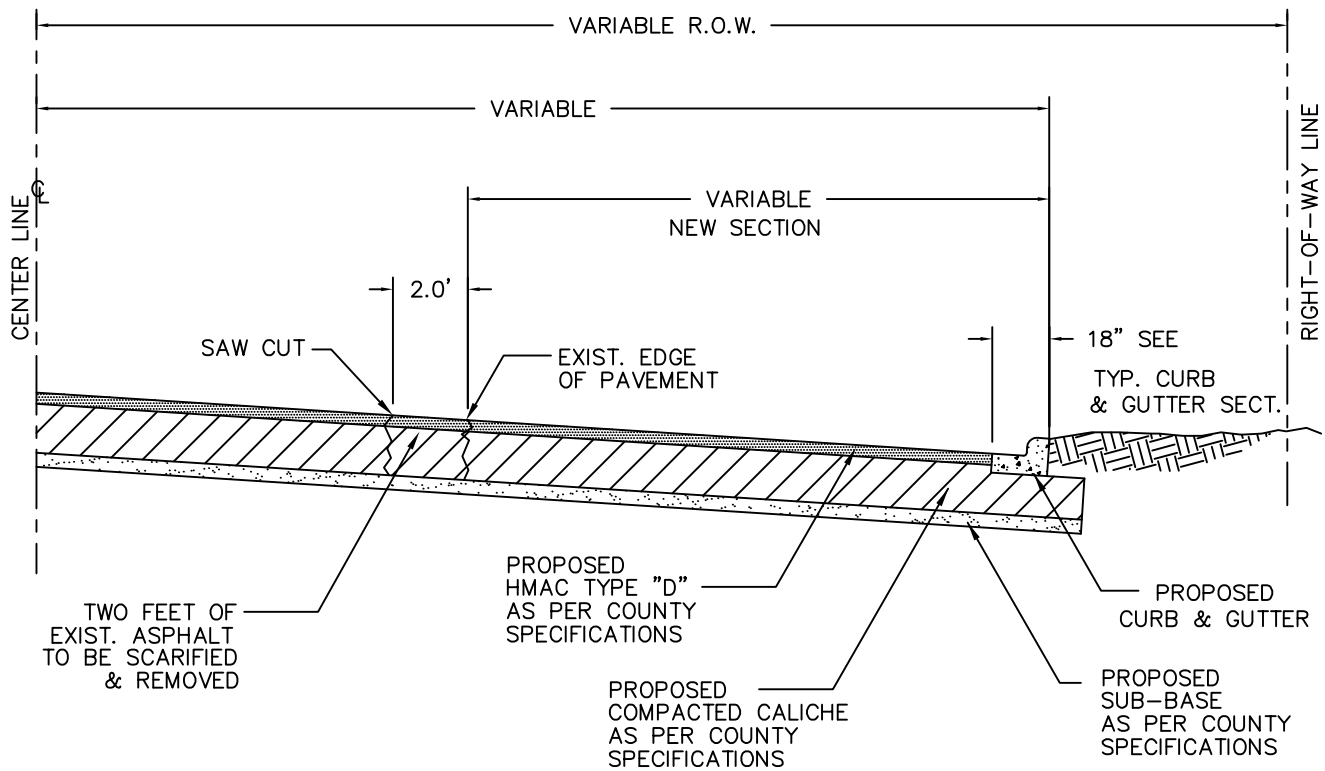
HIDALGO COUNTY  
PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

**PAVING AND DRAINAGE DETAILS**

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.21

# NEW ASPHALT MEETING EXISTING PAVEMENT



NOTE: THE SAME PROCEDURE AS SHOWN ABOVE SHALL BE FOLLOWED FOR WIDENING OF ROADWAYS WITH NO CURB & GUTTER BEING PROPOSED



## HIDALGO COUNTY PLANNING DEPARTMENT

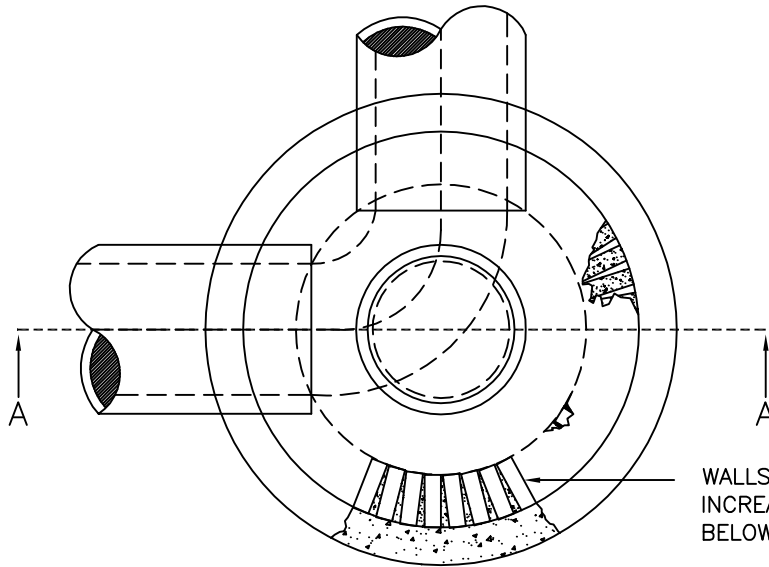
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.22



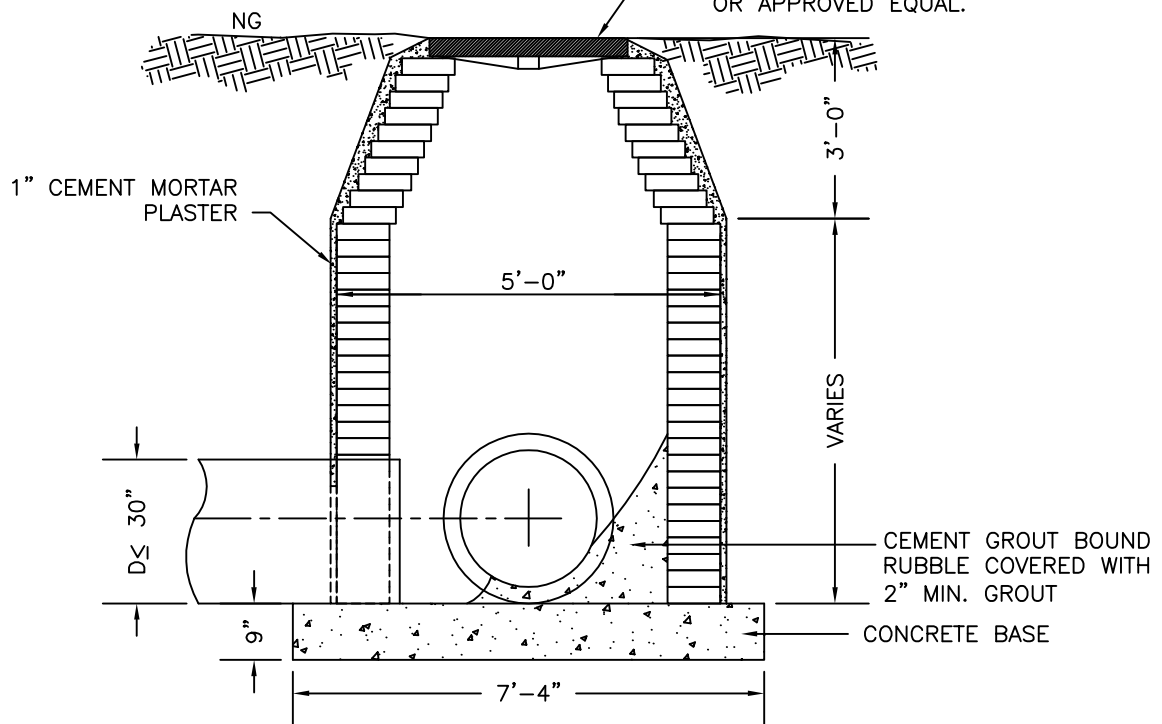
# DRAINAGE MANHOLE DETAILS



WALLS TO BE 8" THICK TO 13" DEPTH.  
INCREASE TO 12" THICKNESS IN SECTION  
BELOW 13" DEPTH 8" BRICK LAID RADIALLY

MANHOLE TO BE APPROVED BRICK,  
FIBERGLAS, PRE-CAST OR CAST, IN  
PLACE AS APPROVED

300 lb. MANHOLE COVER & FRAME  
MARKED "STORM SEWER" SHALL BE  
TRINITY VALLEY PATTERN No. 4067  
OR APPROVED EQUAL.



HIDALGO COUNTY  
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## PAVING AND DRAINAGE DETAILS

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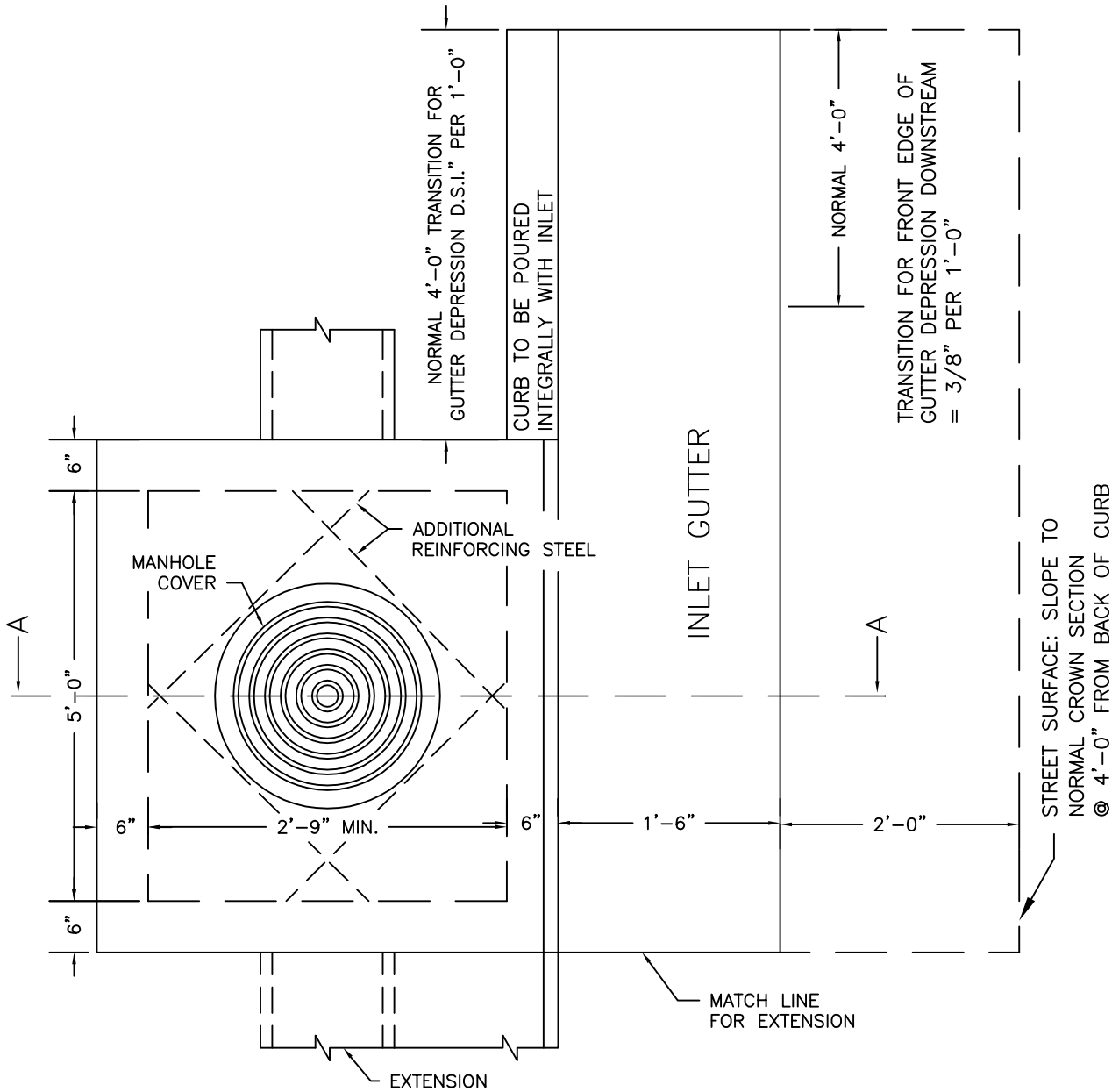
DATE: 07-28-03

CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.23

# STANDARD CURB INLET DETAIL



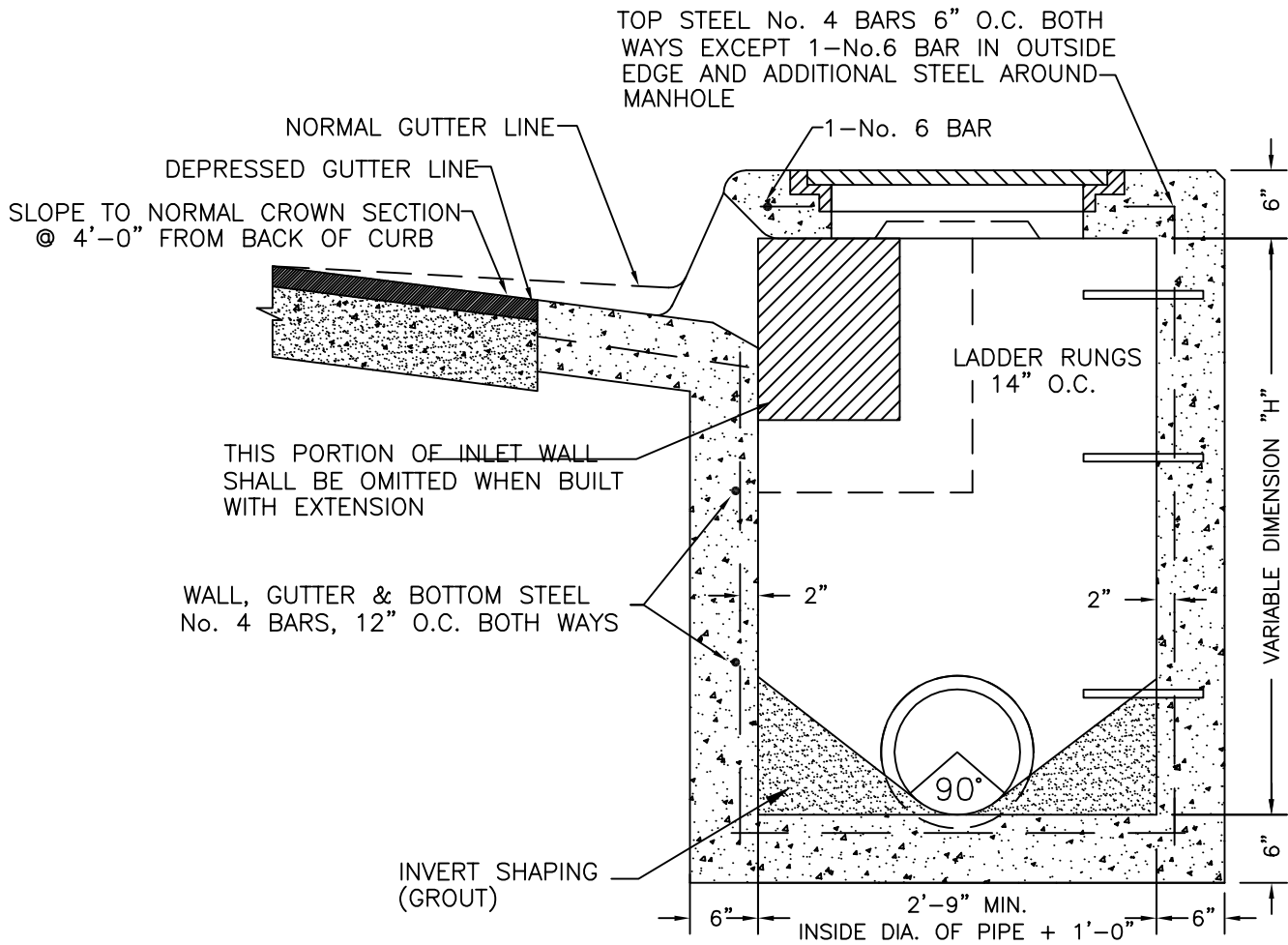
## HIDALGO COUNTY PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. :9.24

# STANDARD CURB INLET SECTION



## SECTION A-A



HIDALGO COUNTY  
PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

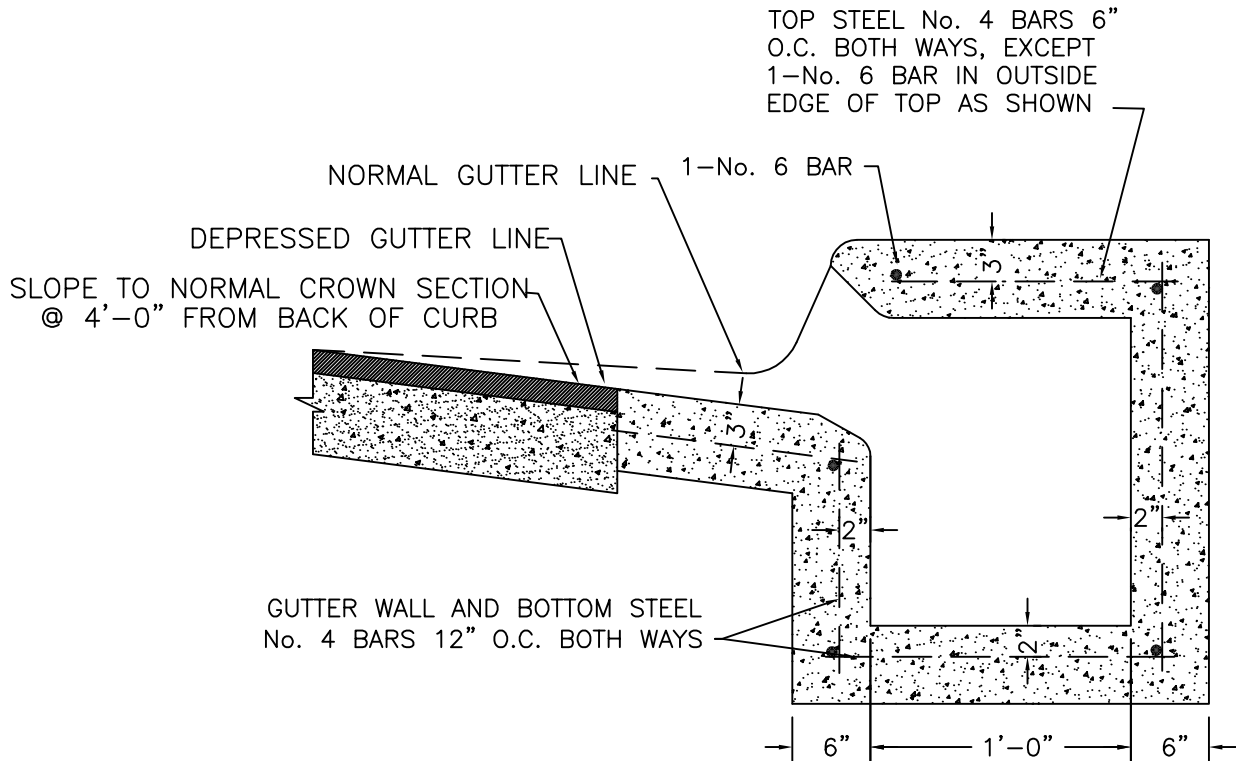
CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. :9.25

# CURB INLET DETAIL

## SIDE SECTION



### HIDALGO COUNTY PLANNING DEPARTMENT

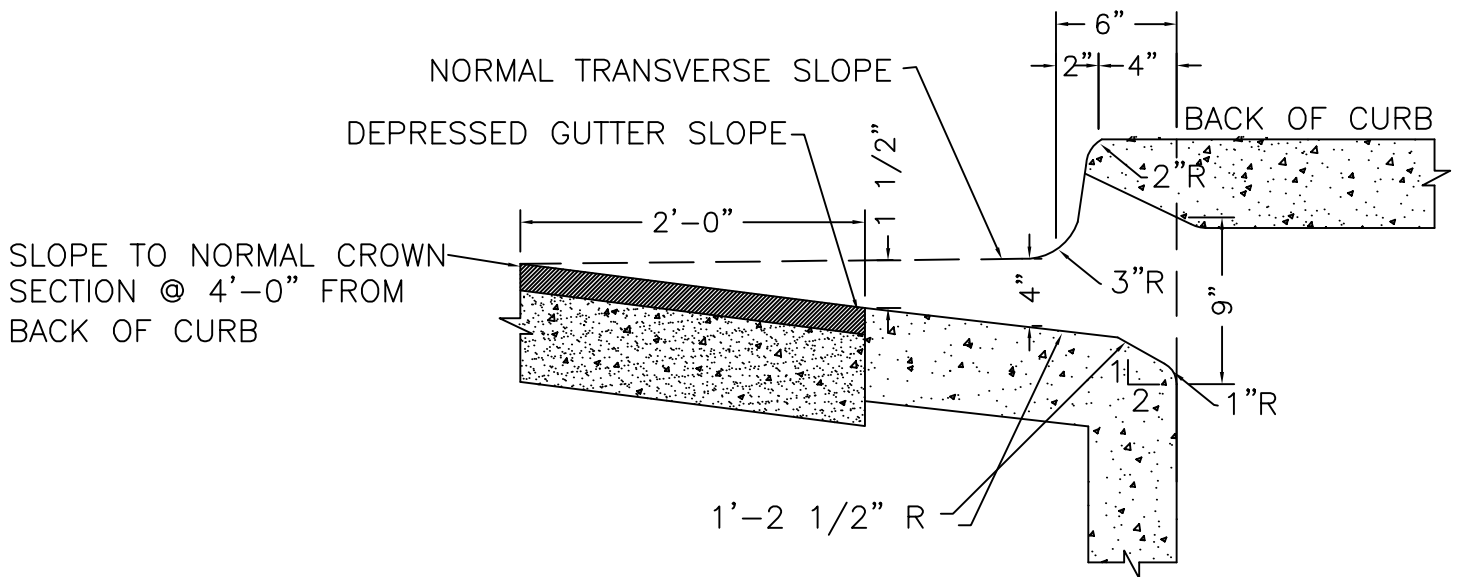
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.26

# STANDARD CURB INLET

## THROAT DETAIL



### HIDALGO COUNTY PLANNING DEPARTMENT

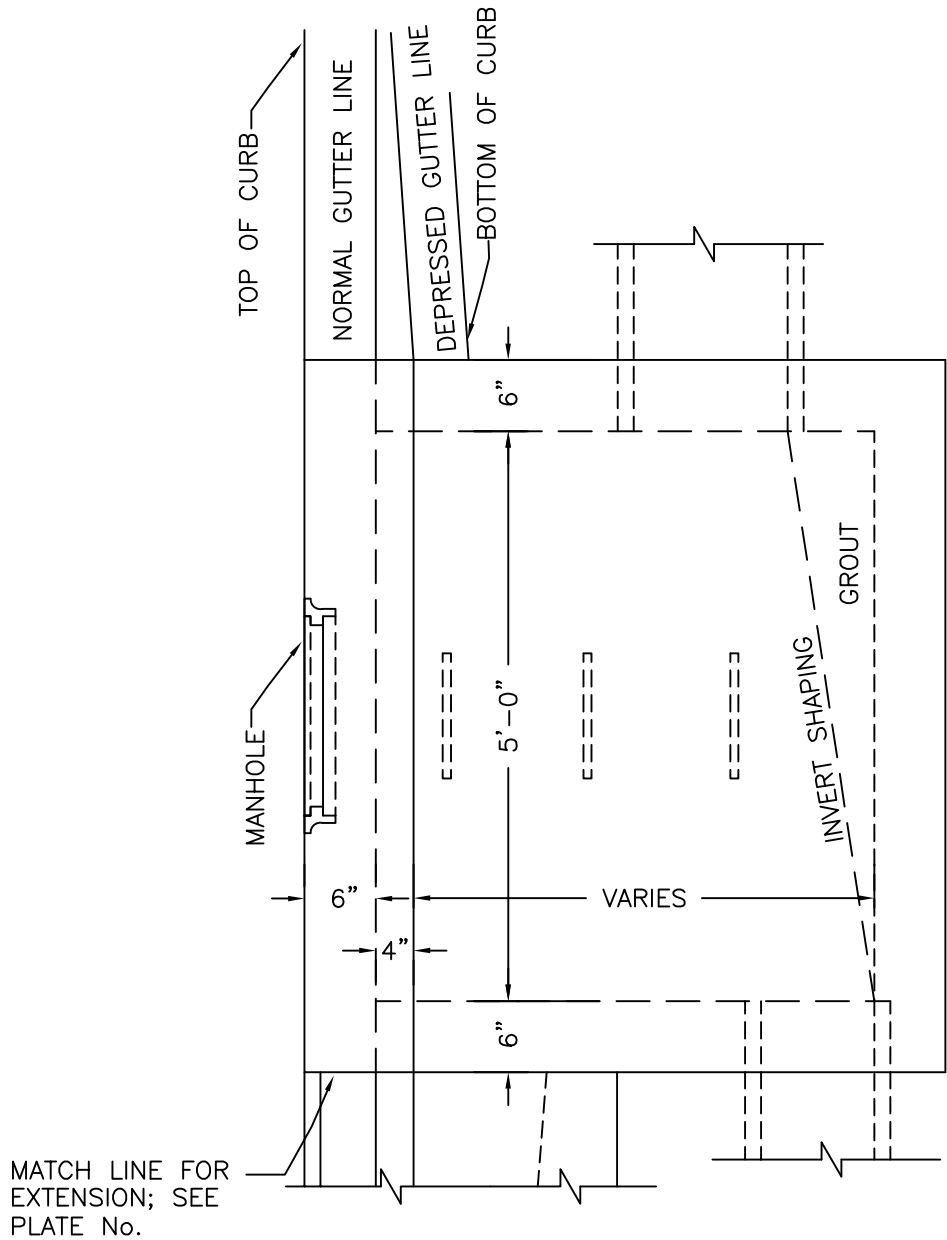
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.27

# CURB INLETS

## BOX AND MANHOLE ELEVATION



### HIDALGO COUNTY PLANNING DEPARTMENT

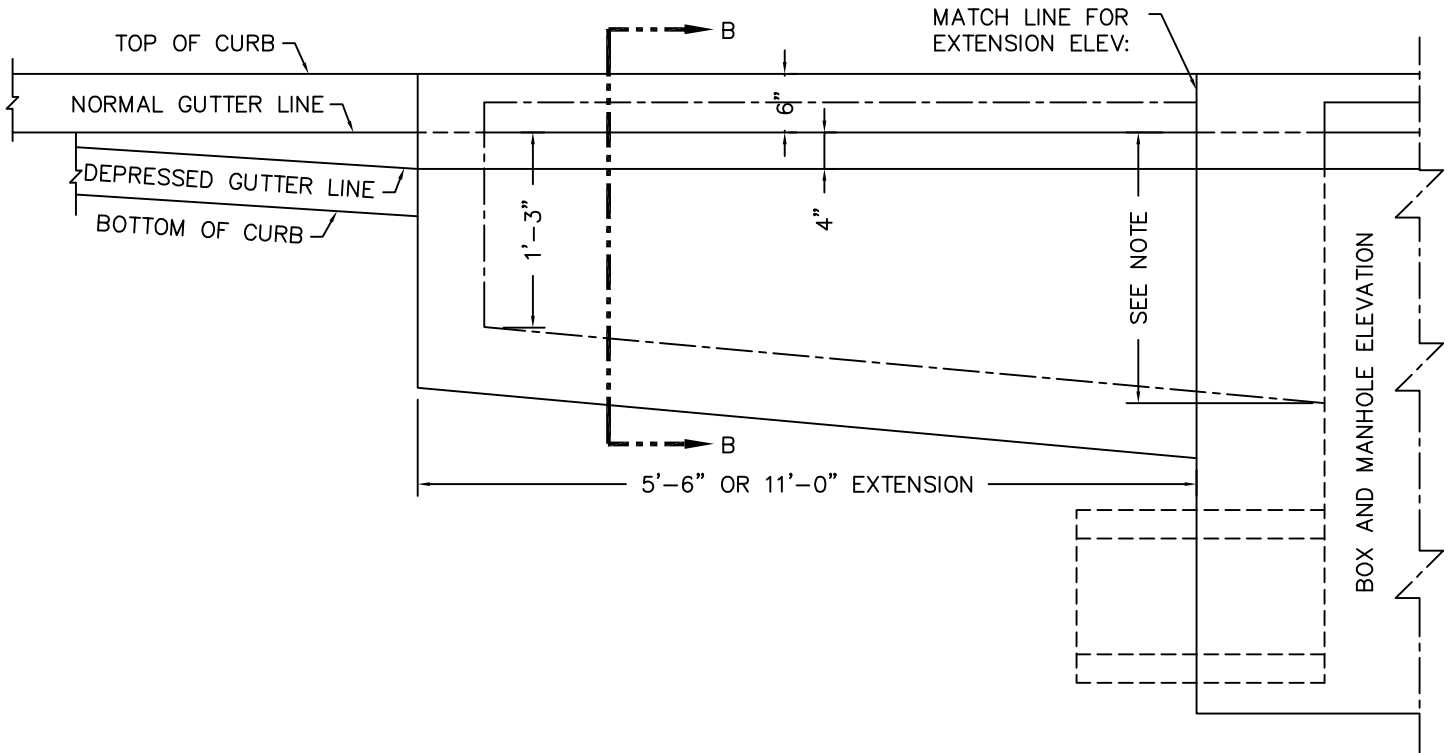
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.28

# CURB INLET

## EXTENSION ELEVATION



NOTES:

1. REINFORCING STEEL IS NOT INDICATED.
2. EXTENSION DEPTH AT INLET BOX.
  - A. 5'-6" EXTENSION - 1'5 13/16"
  - B. 11'-0" EXTENSION - 1'-9"



### HIDALGO COUNTY PLANNING DEPARTMENT

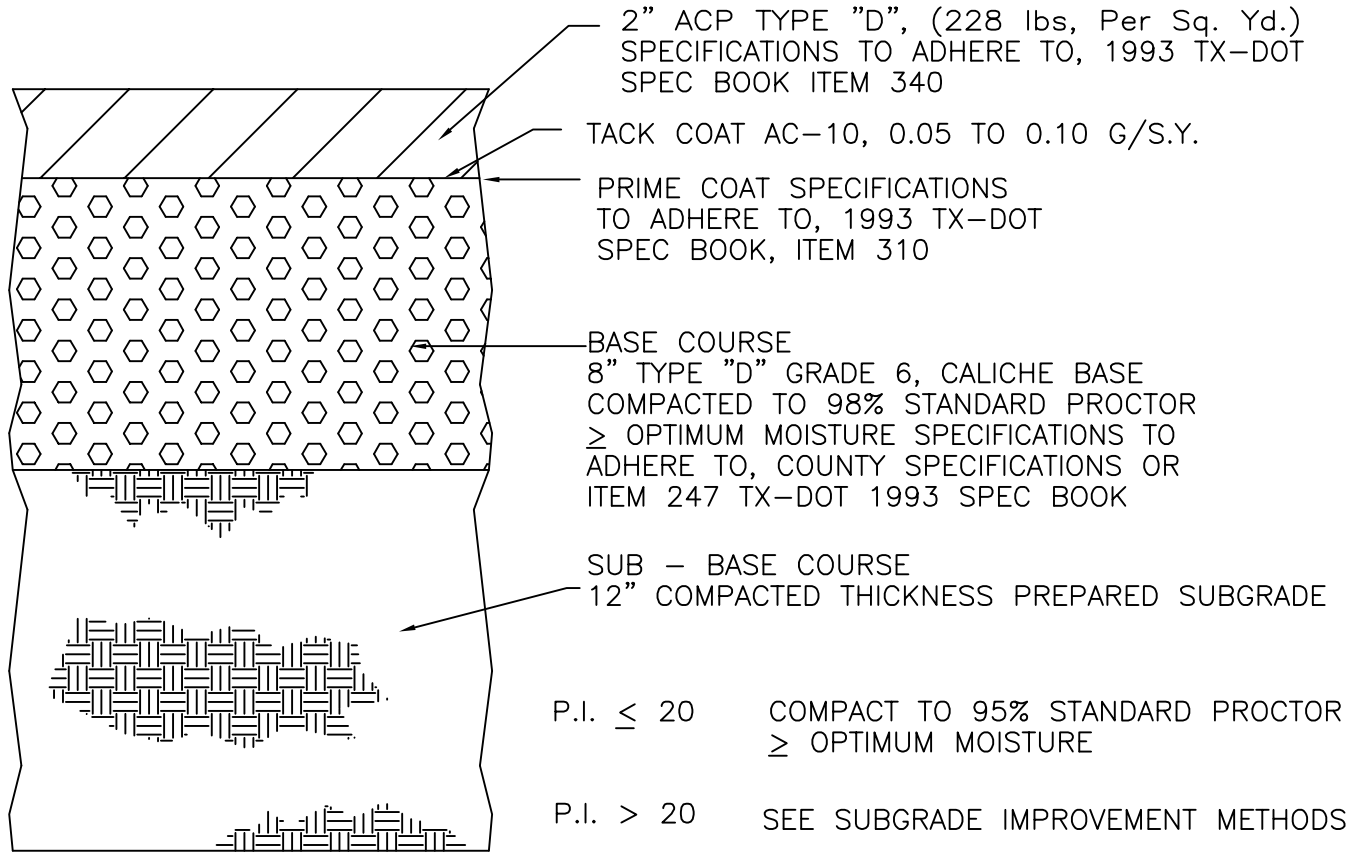
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.29

# CLASS "C" PAVEMENT

REQUIRED FOR ALL COLLECTOR AND COMMERCIAL STREETS ( EXCEPT AS NOTED )



## GENERAL NOTES:

1. IN LIEU OF THE ABOVE BASE DESIGN, AN ALTERNATE BASE MAY BE USED THAT USES 7" OF TYPE "A" GRADE 1 (CRUSHED LIMESTONE) COMPACTED TO STANDARD PROCTOR  $>$  OPTIMUM MOISTURE AS PER ITEM 247 1993 TX DOT SPEC BOOK.

## SUBGRADE IMPROVEMENT METHODS:

1. MECHANICAL STABILIZATION ----- AN APPROVED GEOGRID PLACED UNDERNEATH THE BASE COURSE PER COUNTY SPECIFICATIONS
2. CHEMICAL STABILIZATION ----- MODIFY SUBBASE COURSE THICKNESS AS FOLLOWS:  
20  $<$  P.I.  $\leq$  40 3% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR  $\geq$  OPTIMUM MOISTURE  
P.I.  $>$  40 6% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR  $\geq$  OPTIMUM MOISTURE
3. OVER EXCAVATION & REPLACEMENT ----- A MINIMUM OF 18" OF SELECT FILL WITH A P.I.  $<$  20 COMPACTED TO 95% STANDARD PROCTOR  $\geq$  OPTIMUM MOISTURE

DESIGN ENGINEER MAY SPECIFY A DIFFERENT PAVEMENT SECTION TO ADDRESS FIELD AND TRAFFIC CONDITIONS. THESE SPECIFICATIONS OUTLINE THE MINIMUM REQUIREMENTS FOR THE COUNTY OF HIDALGO. WHERE FURTHER GUIDANCE FOR CONSTRUCTION SPECIFICATIONS IS NEEDED, THE COUNTY PLANNING DEPARTMENT MAY REQUIRE CONSTRUCTION IN ACCORDANCE WITH THE 1993 TX DOT STANDARD SPECIFICATIONS BOOK (BLUE BOOK).



## HIDALGO COUNTY PLANNING DEPARTMENT

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EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

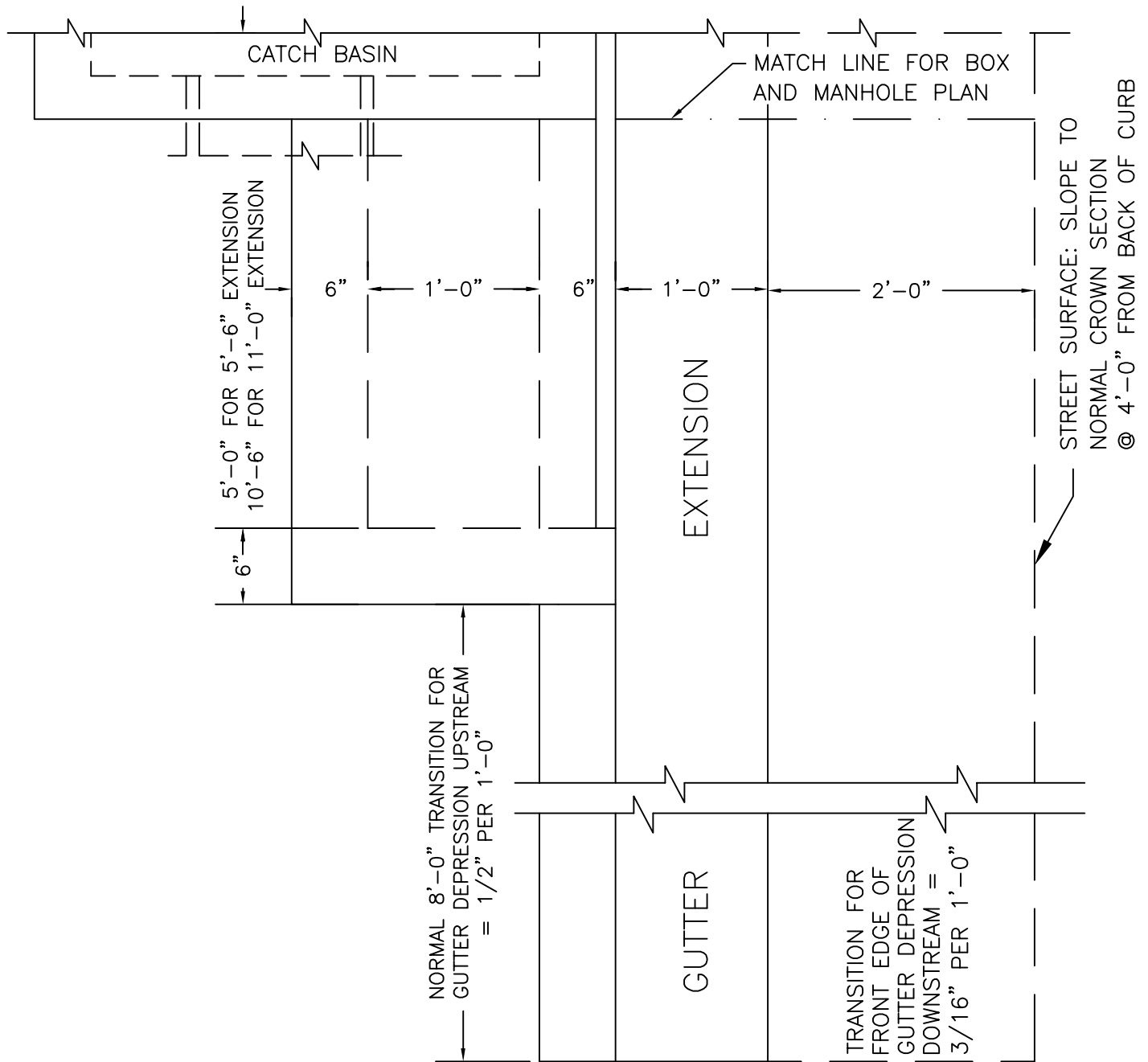
## PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.3



# STANDARD CURB INLET

## GUTTER AND EXTENSION PLAN



### HIDALGO COUNTY PLANNING DEPARTMENT

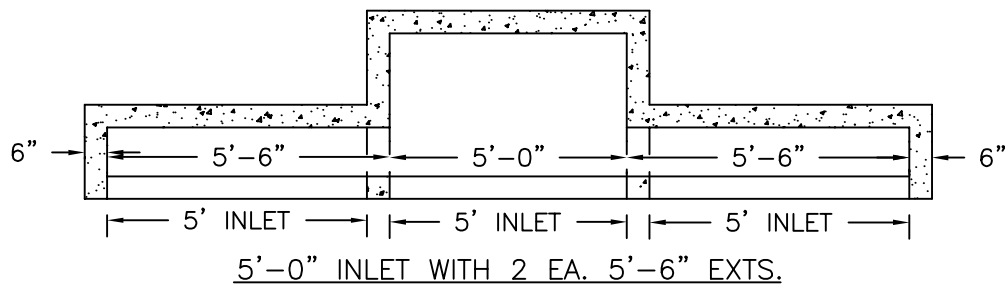
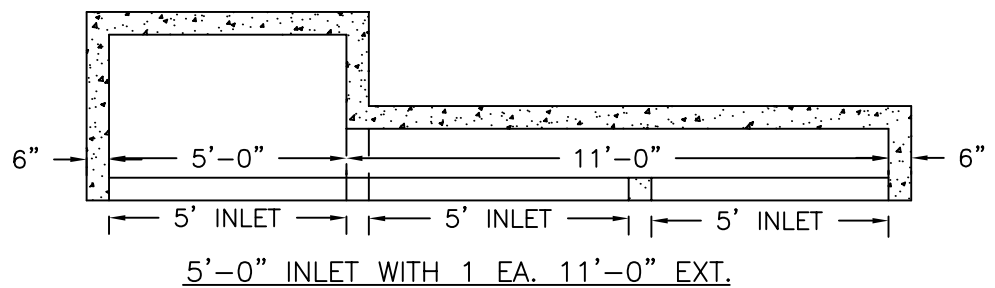
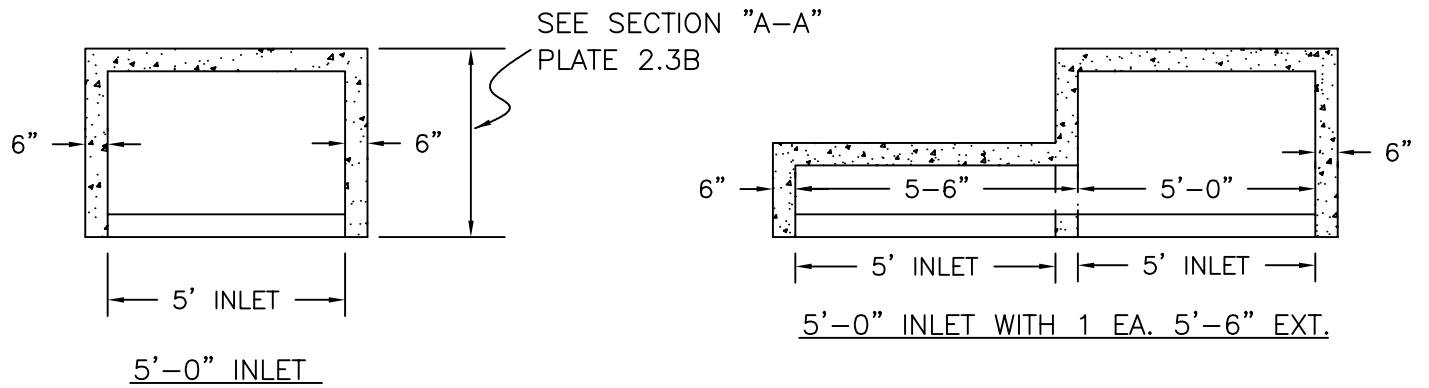
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 02-07-02	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.30

# STANDARD CURB INLET

## TYPICAL PLAN SECTIONS



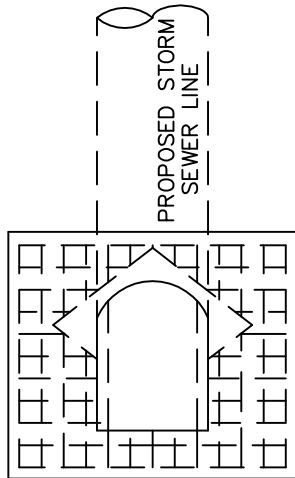
### HIDALGO COUNTY PLANNING DEPARTMENT

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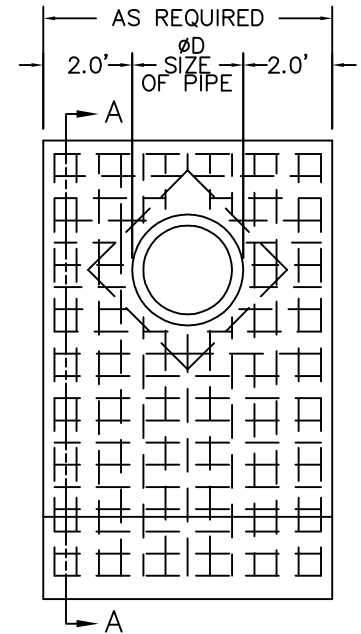
### PAVING AND DRAINAGE DETAILS

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DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.31

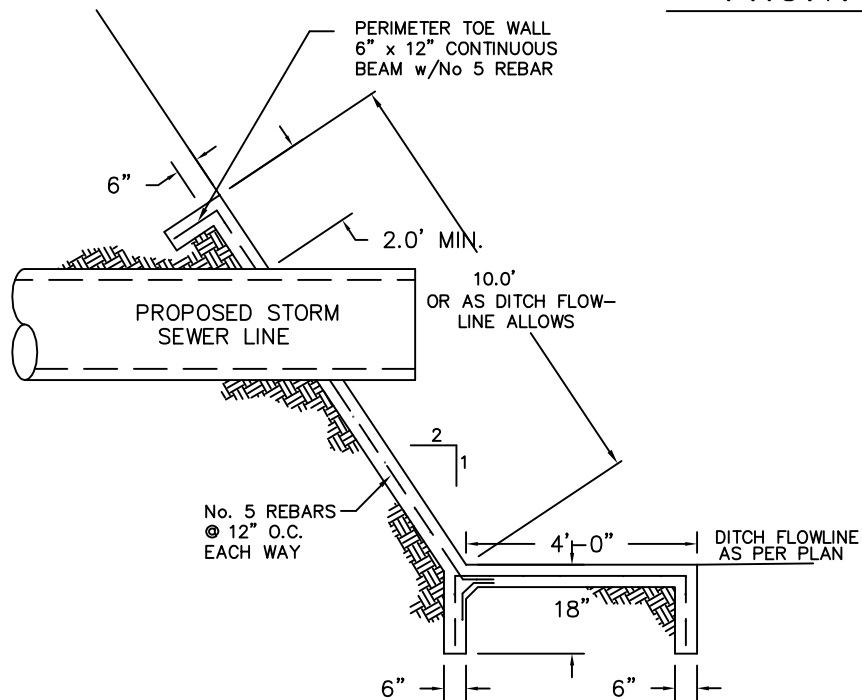
# TYPICAL ENDWALL/CONCRETE APRON DETAIL



TOP VIEW



FRONT VIEW



SECTION A-A



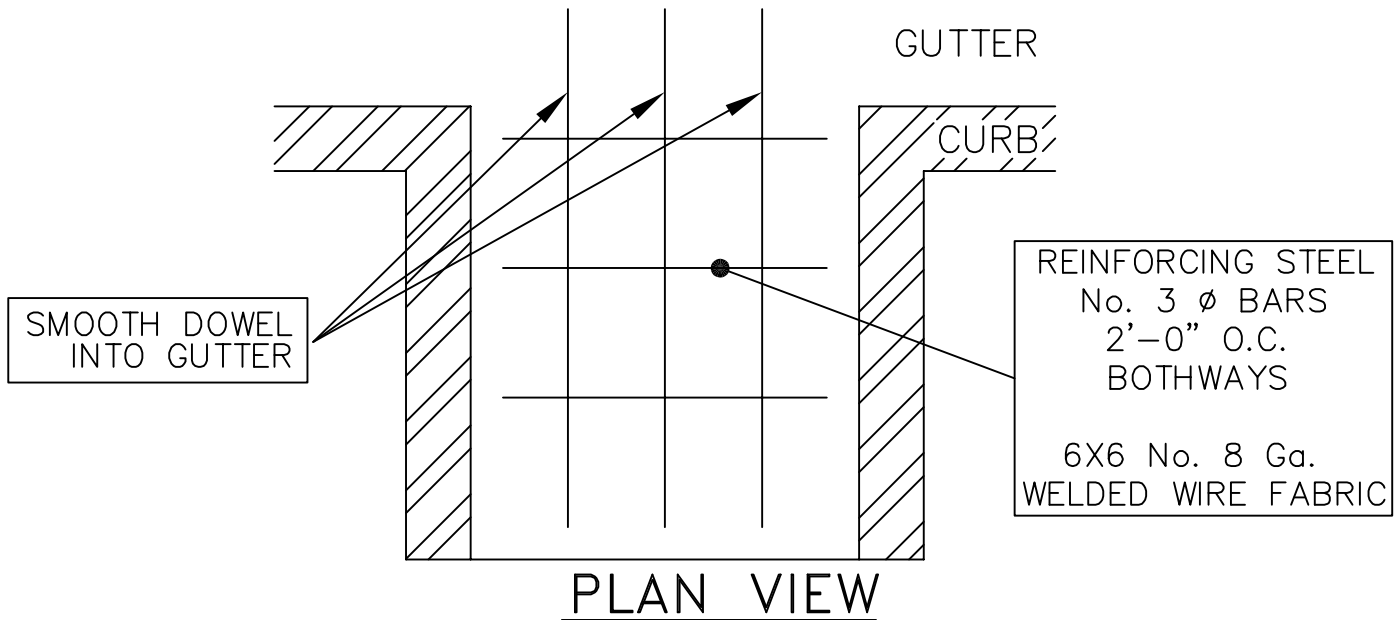
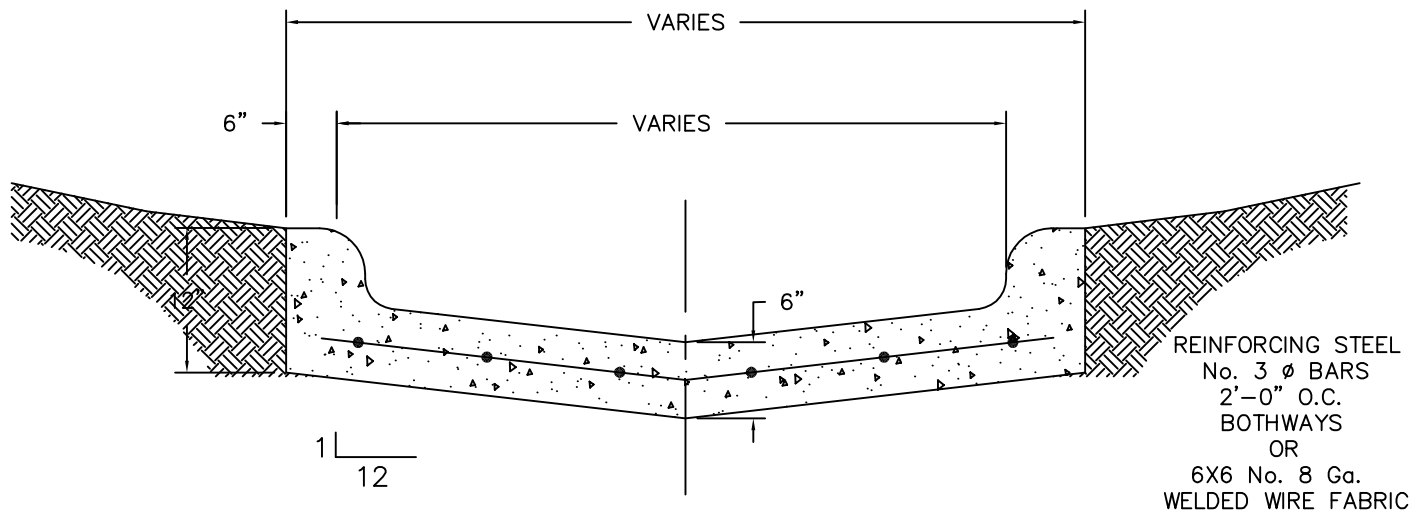
HIDALGO COUNTY  
PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

## PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.32

# CONCRETE DRAINAGE FLUME



NOTE: EXPANSION AND CONTROL JOINTS REQUIRED  
SAME AS FOR CONCRETE PAVING



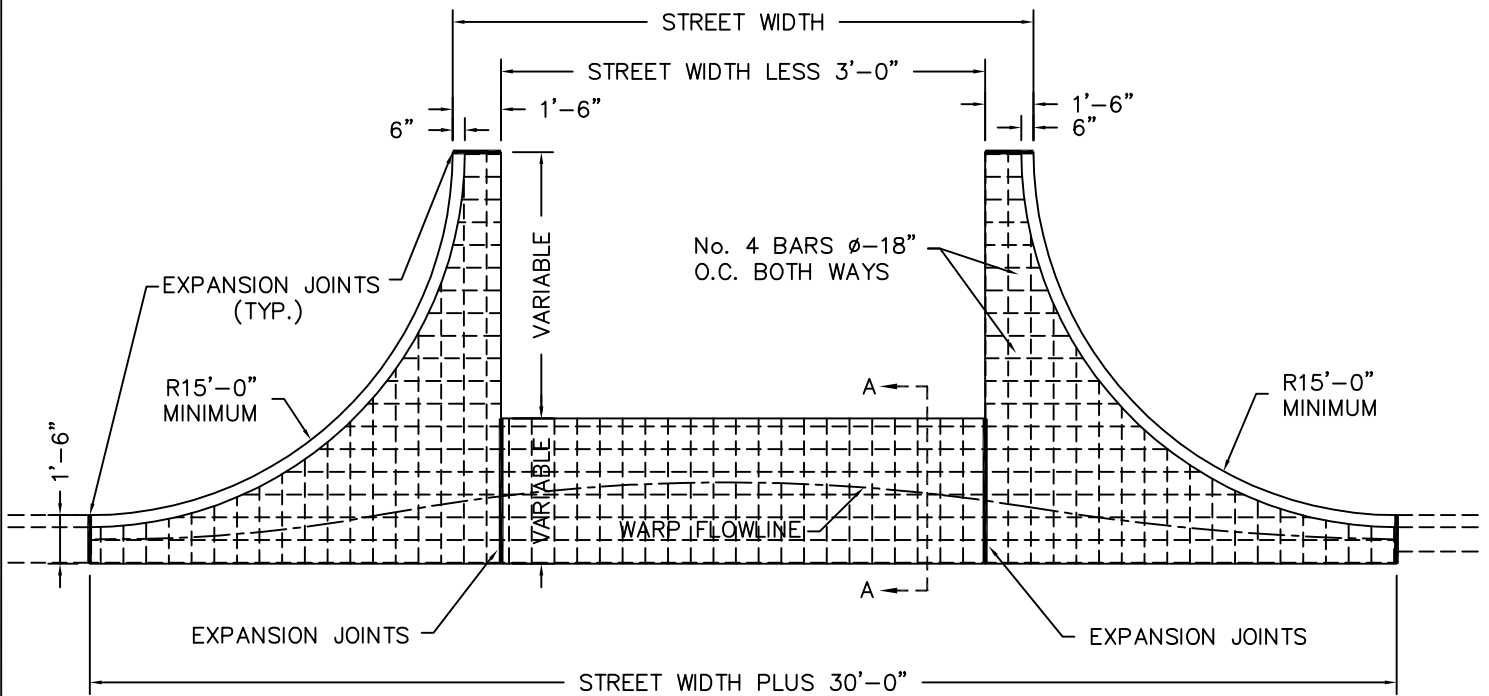
HIDALGO COUNTY  
PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

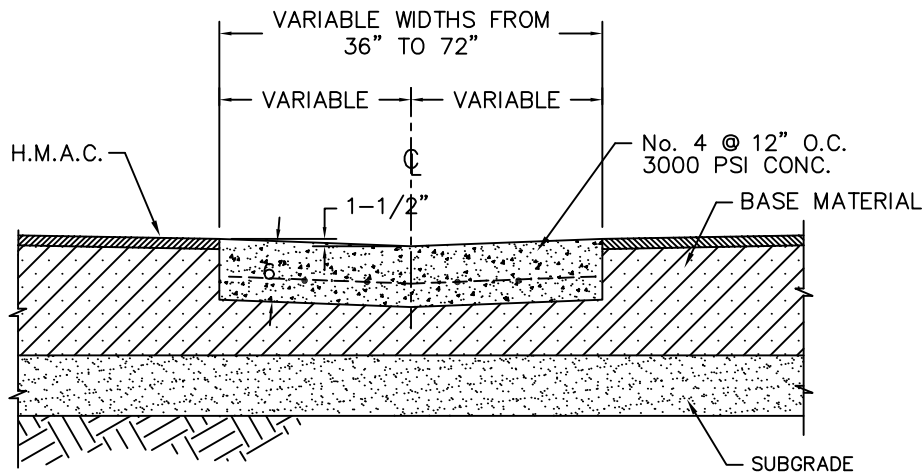
## PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.33

# CONCRETE VALLEY GUTTER DETAIL



**PLAN**



**TYPICAL VALLEY GUTTER SECTION  
SECTION A-A**

H.M.A.C., BASE MATERIAL & SUBGRADE ARE AS PER SPECIFICATIONS AND DESIGN



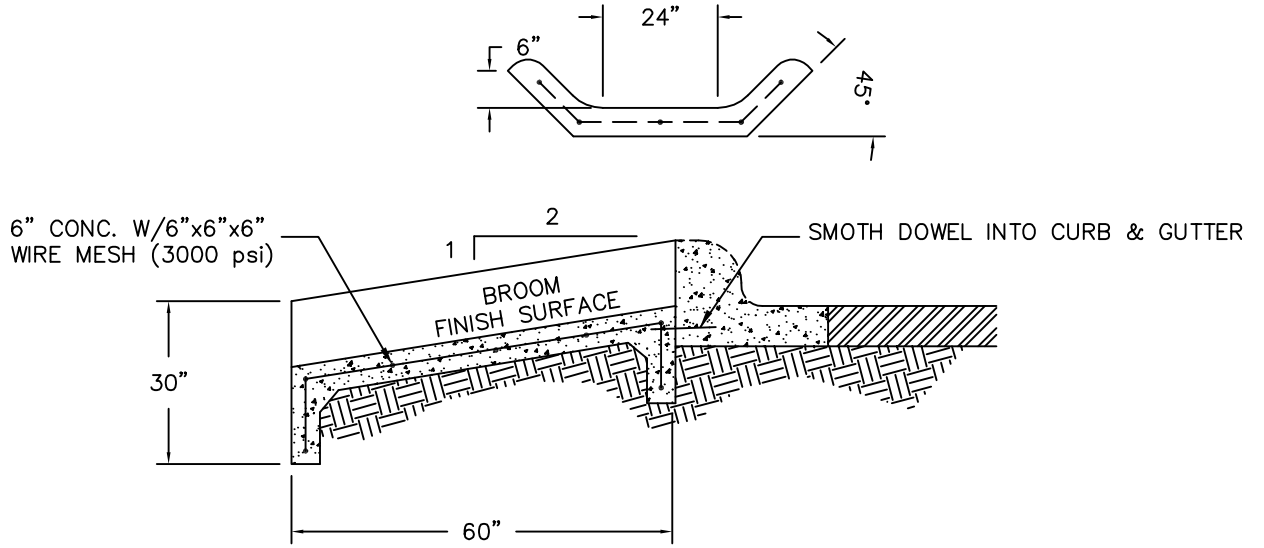
**HIDALGO COUNTY  
PLANNING DEPARTMENT**

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

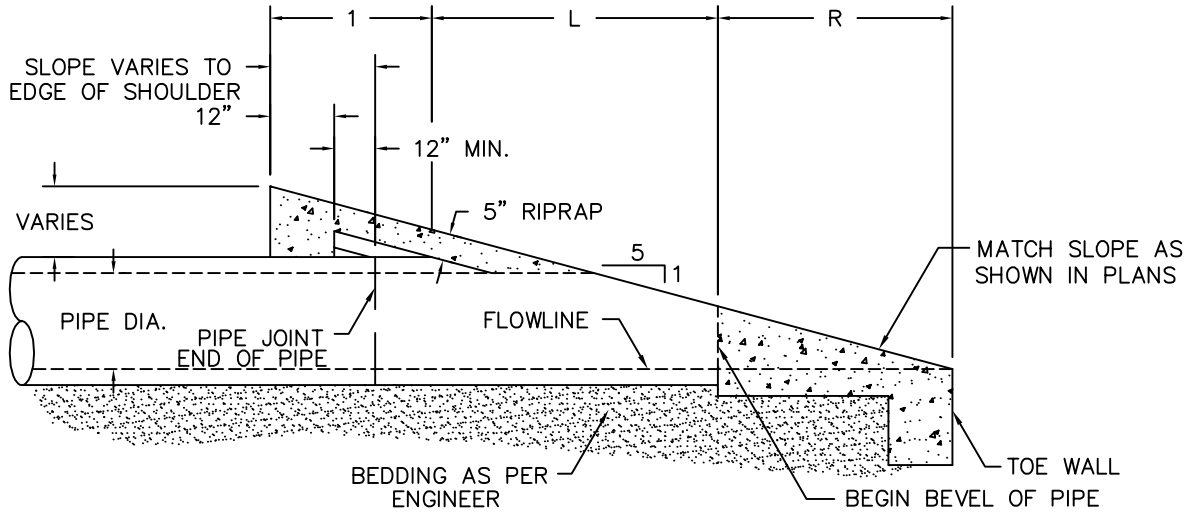
**PAVING AND DRAINAGE DETAILS**

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.34

# TYPICAL ENDWALL/CONCRETE APRON DETAIL



## CONCRETE APRON DETAIL



## ELEVATION SAFETY END TREATMENT (TYPE "P OR C")



HIDALGO COUNTY  
PLANNING DEPARTMENT

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### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	SHEET 1 OF 3
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.35

# TYPICAL ENDWALL/CONCRETE APRON DETAIL

## SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	L			
	3 : 1	4 : 1	5 : 1	6 : 1
12"	2'-0"	2'-8"	3'-4"	4'-0"
15"	2'-9"	3'-6"	4'-7"	5'-6"
18"	3'-6"	4'-8"	5'-10"	7'-0"
24"	5'-1 1/2"	6'-10"	8'-6 1/2"	10'-3"
30"	6'-9"	9'-0"	11'-3"	13'-6"
36"	8'-6"	11'-4"	14'-2"	17'-0"
42"	10'-1 1/2"	13'-6"	16'-10 1/2"	20'-3"
48"	11'-9"	15'-8"	19'-7"	23'-6"

## ESTIMATED RIPRAP CL "A" VOLUME (CY)

PIPE DIA. (IN.)				
	3 : 1	4 : 1	5 : 1	6 : 1
12"	.88	1.11	1.34	1.57
15"	.98	1.23	1.49	1.75
18"	1.08	1.36	1.64	1.93
24"	1.29	1.63	1.97	2.32
30"	1.50	1.91	2.32	2.73
36"	1.73	2.21	2.69	3.17
42"	1.95	2.50	3.05	3.60
48"	2.18	2.80	3.42	4.05

## RIPRAP TOE LENGTHS

SLOPE	"R"	"T"
3 : 1	2'-9"	1'-9"
4 : 1	3'-8"	2'-4"
5 : 1	4'-7"	2'-11"
6 : 1	5'-6"	3'-6"



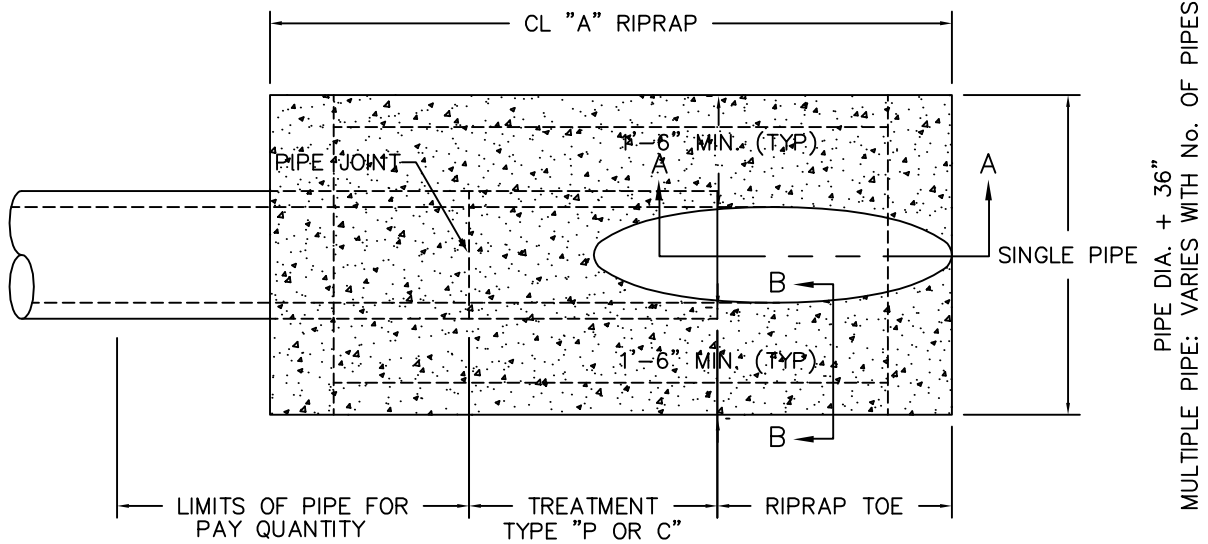
## HIDALGO COUNTY PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

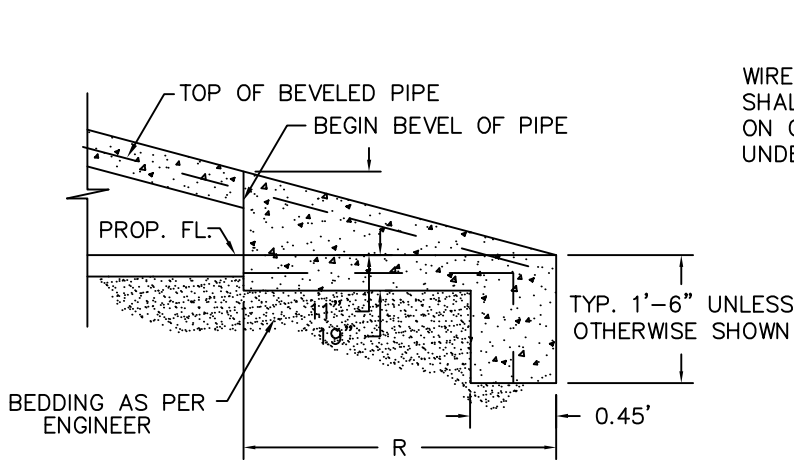
## PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	SHEET 2 OF 3
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.36

# TYPICAL ENDWALL/CONCRETE APRON DETAIL

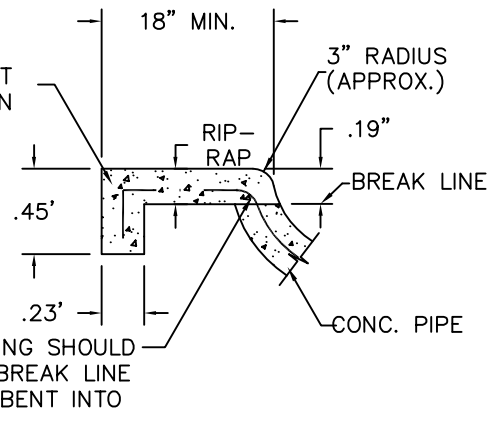


PLAN VIEW



SEC. A-A

WIRE REINFORCEMENT SHALL BE AS SHOWN ON GENERAL NOTES UNDER ITEM 432



SEC. B-B



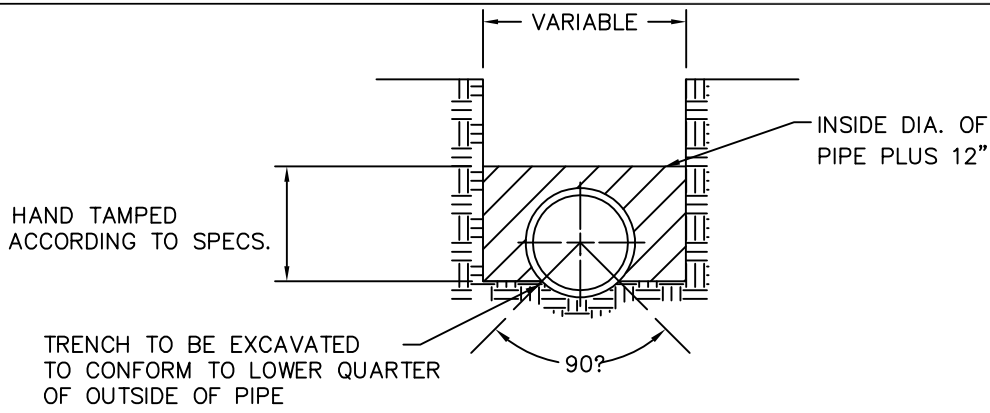
HIDALGO COUNTY  
PLANNING DEPARTMENT

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EDINBURG TX. 78539  
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## PAVING AND DRAINAGE DETAILS

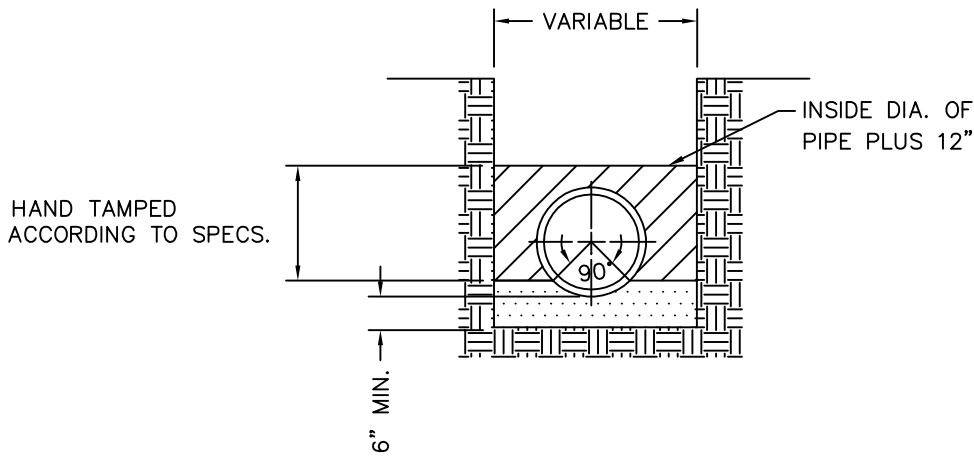
SCALE: N.T.S.	SHEET 3 OF 3
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. :9.37



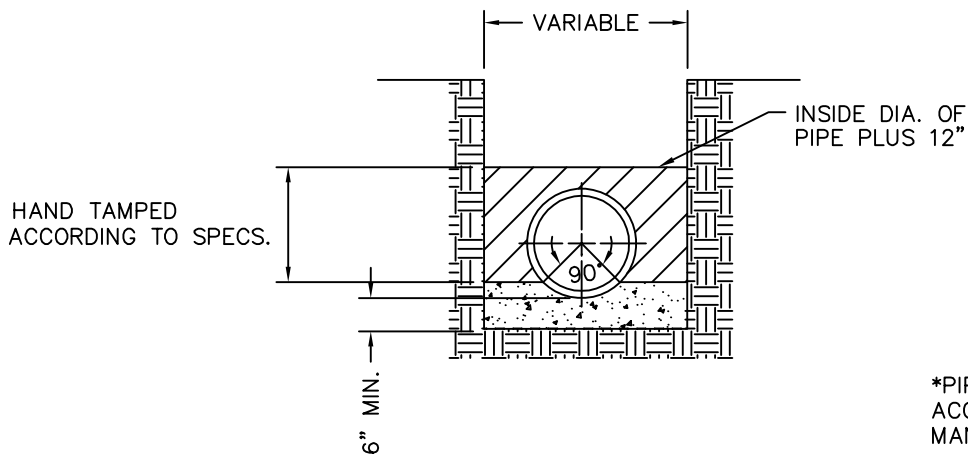


## EARTH BEDDING

BEDDING MATERIAL TO BE AS PER PROJECT ENGINEER



## GRAVEL BEDDING



## CONC. CRADLE

\*PIPE BEDDING SHALL BE IN ACCORDANCE WITH PIPE MANUFACTURES SPECIFICATIONS



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### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

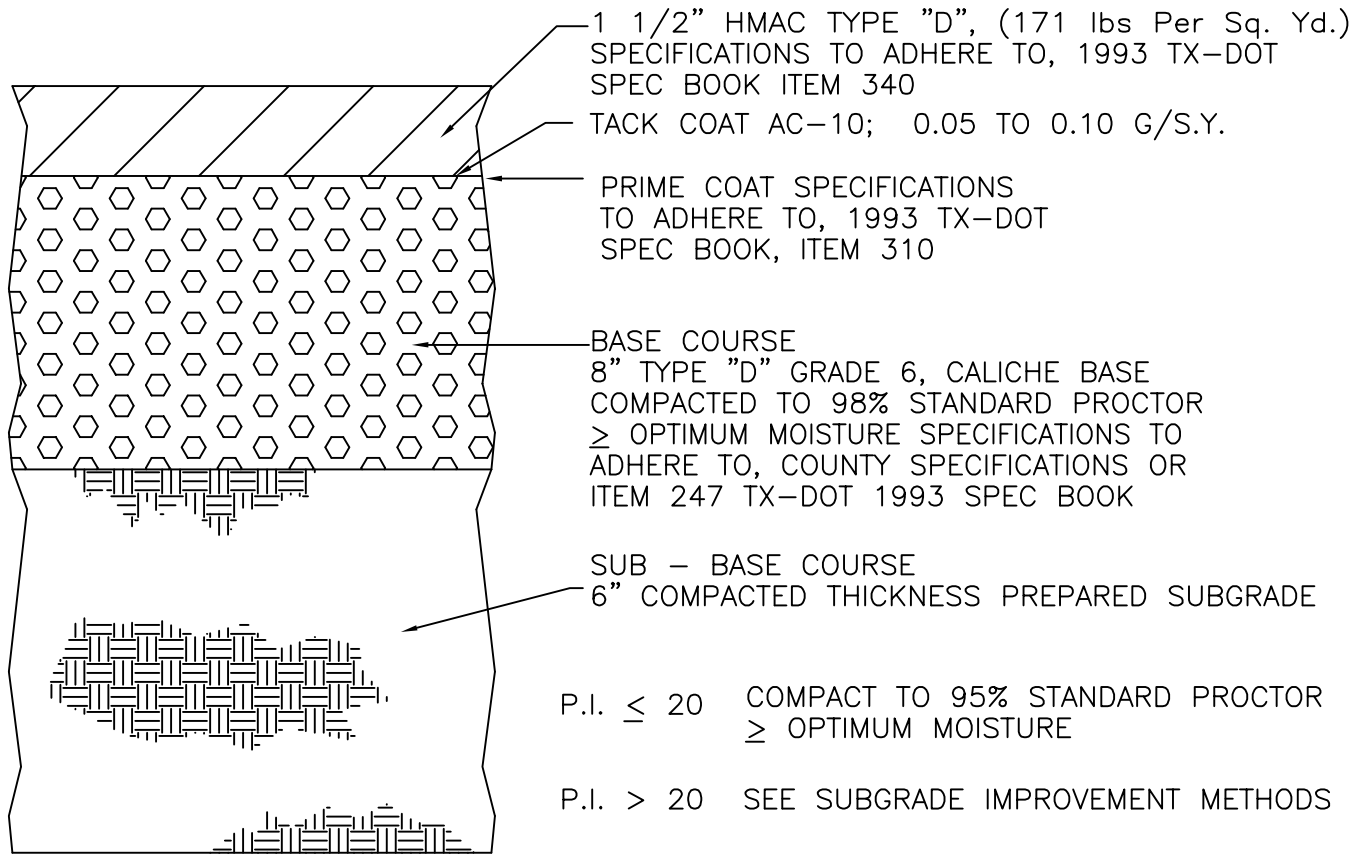
CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.38

# CLASS "D" PAVEMENT

REQUIRED MINIMUM FOR ALL MINOR STREETS ( EXCEPT AS NOTED )



**GENERAL NOTES:**

1. IN LIEU OF THE ABOVE BASE DESIGN, AN ALTERNATE BASE MAY BE USED THAT USES 5" OF TYPE "A" GRADE 1 (CRUSHED LIMESTONE) COMPACTED TO STANDARD PROCTOR ≥ OPTIMUM MOISTURE AS PER ITEM 247 1993 TX DOT SPEC BOOK.

**SUBGRADE IMPROVEMENT METHODS:**

1. MECHANICAL STABILIZATION ----- AN APPROVED GEOGRID PLACED UNDERNEATH THE BASE COURSE PER COUNTY SPECIFICATIONS
2. CHEMICAL STABILIZATION ----- MODIFY SUBBASE COURSE THICKNESS AS FOLLOWS:
  - 20 < P.I. ≤ 40 3% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR  
≥ OPTIMUM MOISTURE
  - P.I. > 40 6% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR  
≥ OPTIMUM MOISTURE
3. OVER EXCAVATION & REPLACEMENT ----- A MINIMUM OF 18" OF SELECT FILL WITH A P.I. < 20 COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE

DESIGN ENGINEER MAY SPECIFY A DIFFERENT PAVEMENT SECTION TO ADDRESS FIELD AND TRAFFIC CONDITIONS. THESE SPECIFICATIONS OUTLINE THE MINIMUM REQUIREMENTS FOR THE COUNTY OF HIDALGO. WHERE FURTHER GUIDANCE FOR CONSTRUCTION SPECIFICATIONS IS NEEDED, THE COUNTY PLANNING DEPARTMENT MAY REQUIRE CONSTRUCTION IN ACCORDANCE WITH THE 1993 TX DOT STANDARD SPECIFICATIONS BOOK (BLUE BOOK).



## HIDALGO COUNTY PLANNING DEPARTMENT

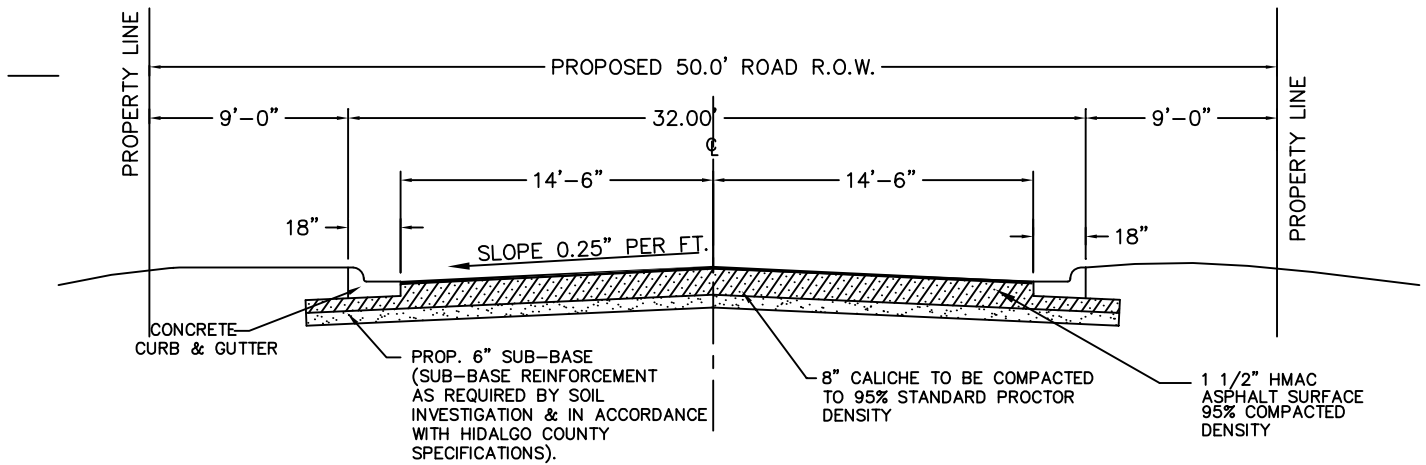
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.4

# TYPICAL ROAD SECTION

50' MINIMUM R.O.W.



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### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 12-07-06

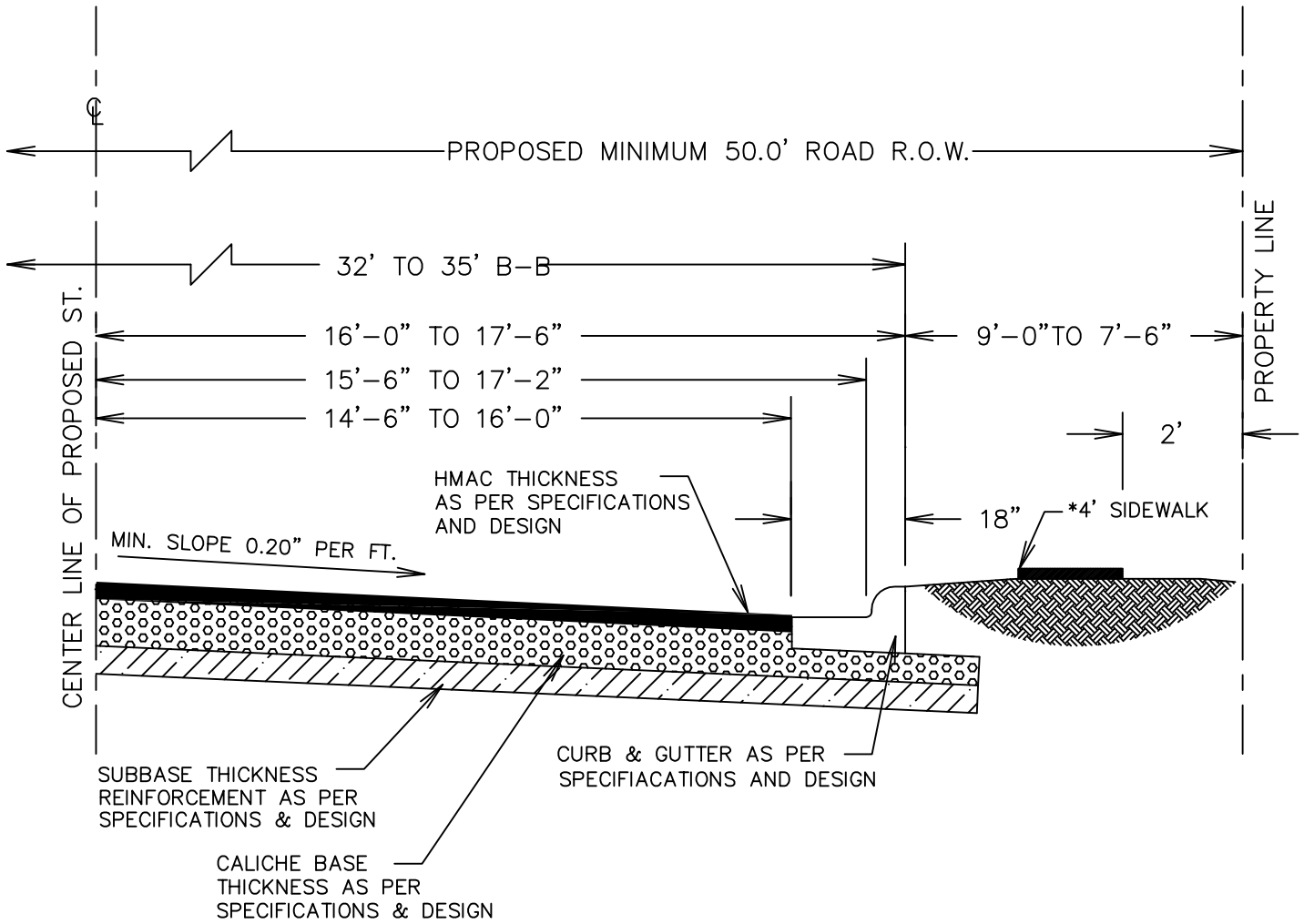
CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. : 9.5

# URBAN SECTION MINOR STREET

MINIMUM WIDTH 32' B-B  
 MAXIMUM WIDTH 35' B-B



\* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



**HIDALGO COUNTY  
 PLANNING DEPARTMENT**

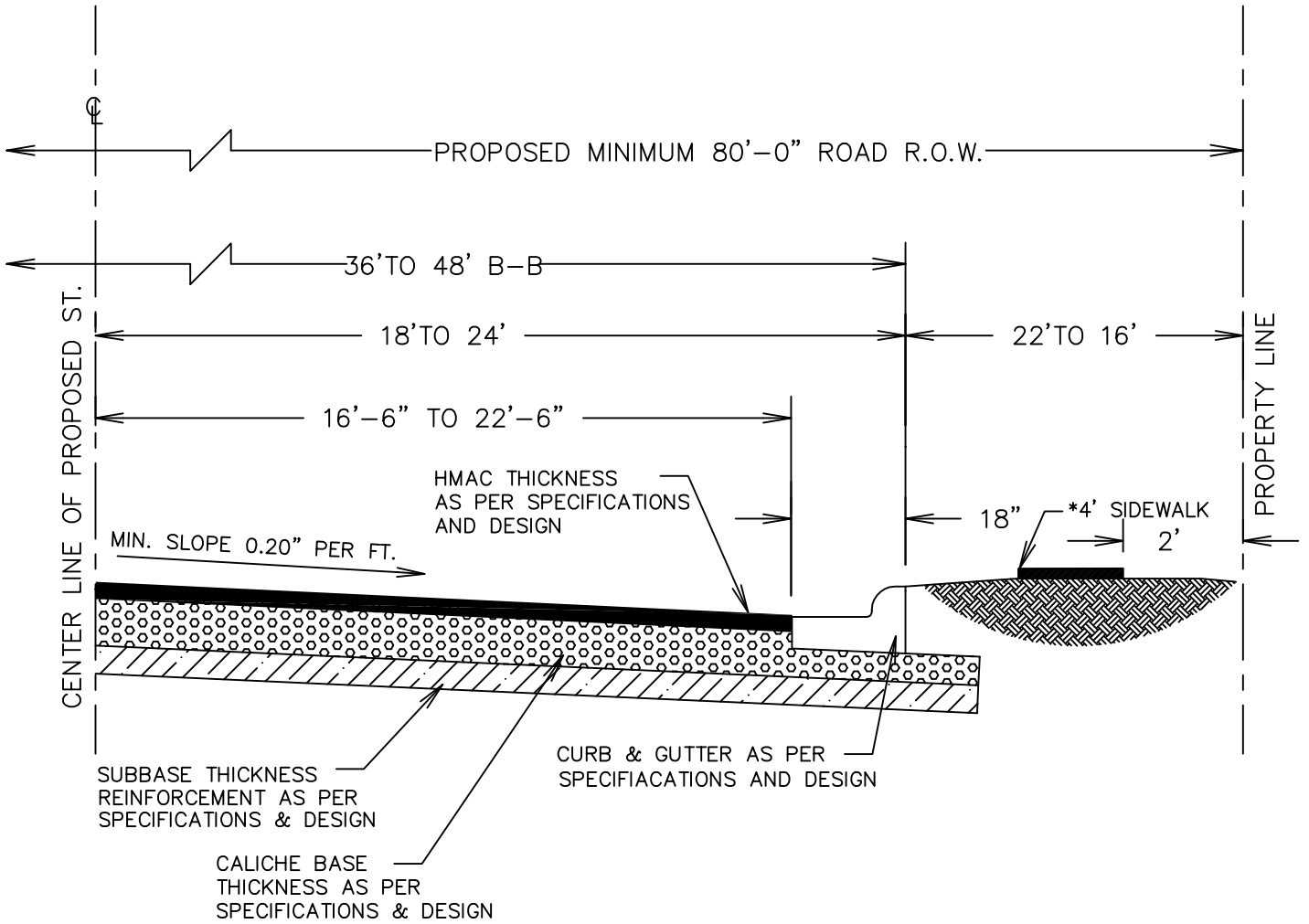
1304 S. 25 TH. STREET  
 EDINBURG TX. 78539  
 TEL: (956) 318-2840 ★ FAX: (956) 318-2844

## PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.6

# URBAN SECTION COLLECTOR STREET

MINIMUM WIDTH 36' B-B  
 MAXIMUM WIDTH 48' B-B



\* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



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 TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE

SCALE: N.T.S.

DATE: 12-07-06

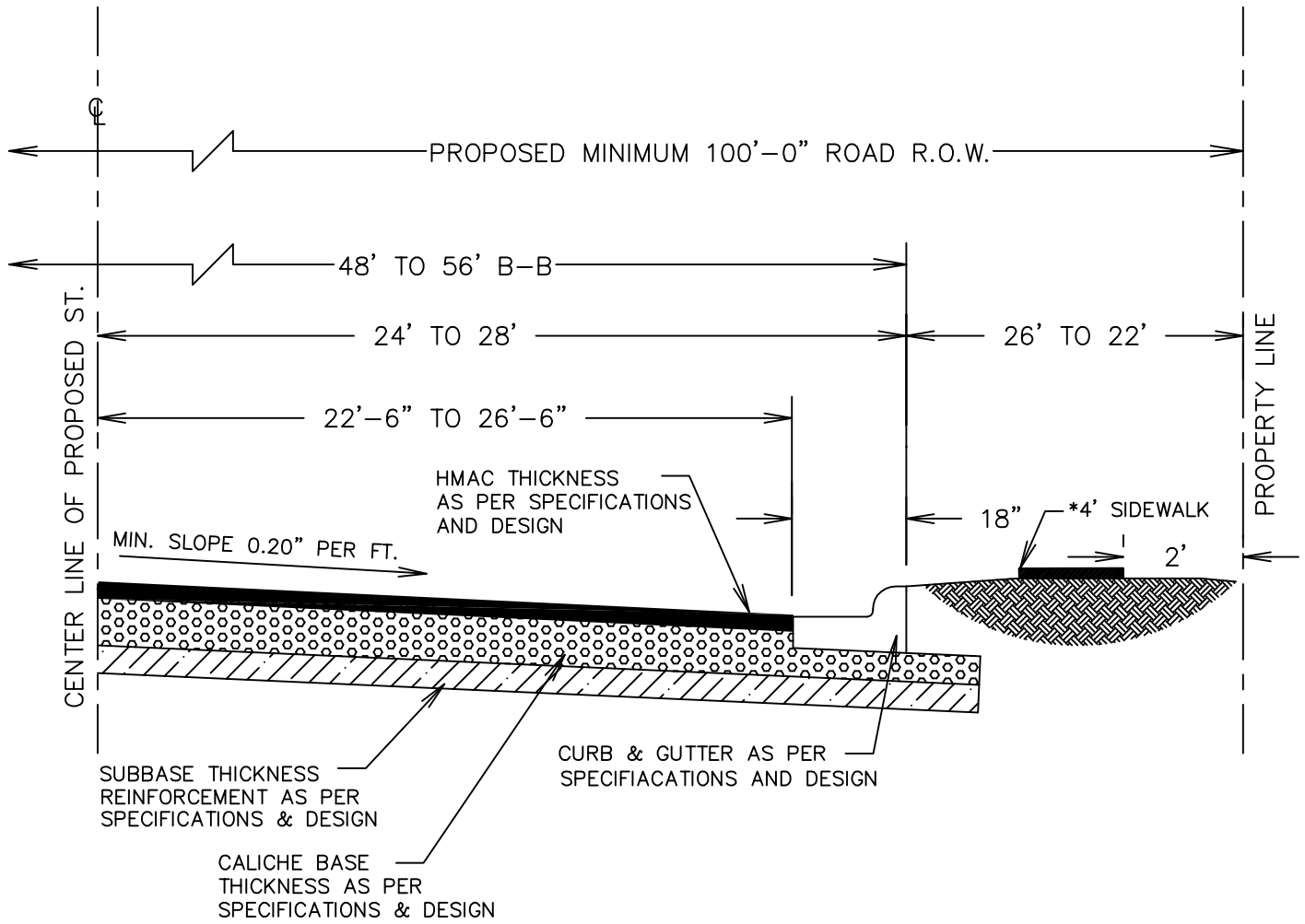
CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.7

# URBAN SECTION MAIN ARTERIAL STREET

MINIMUM WIDTH 48' B-B  
MAXIMUM WIDTH 56' B-B



\* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



## HIDALGO COUNTY PLANNING DEPARTMENT

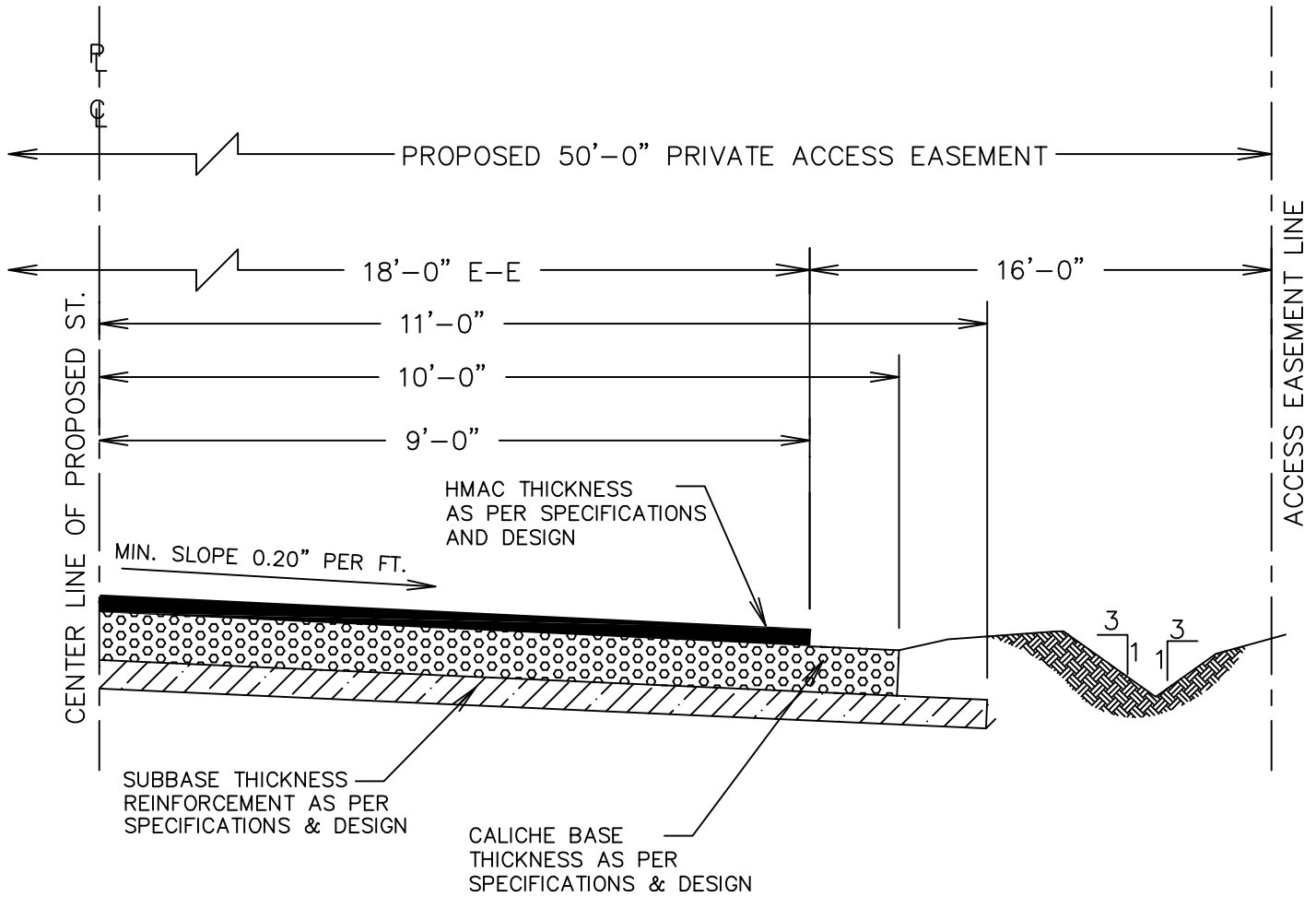
1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.8

# PRIVATE ROAD

SERVING FOUR LOTS OR LESS  
18' E-E



PRIVATE STREETS SERVING MORE THAN FOUR LOTS SHALL BE PAVED TO THE MINIMUM STANDARDS FOR PUBLIC STREETS.

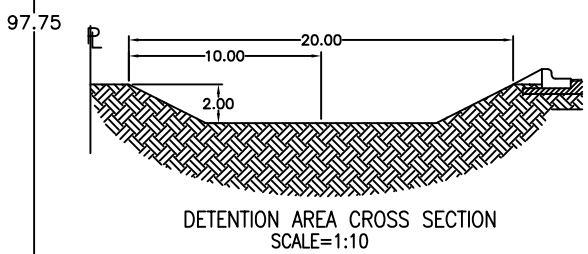
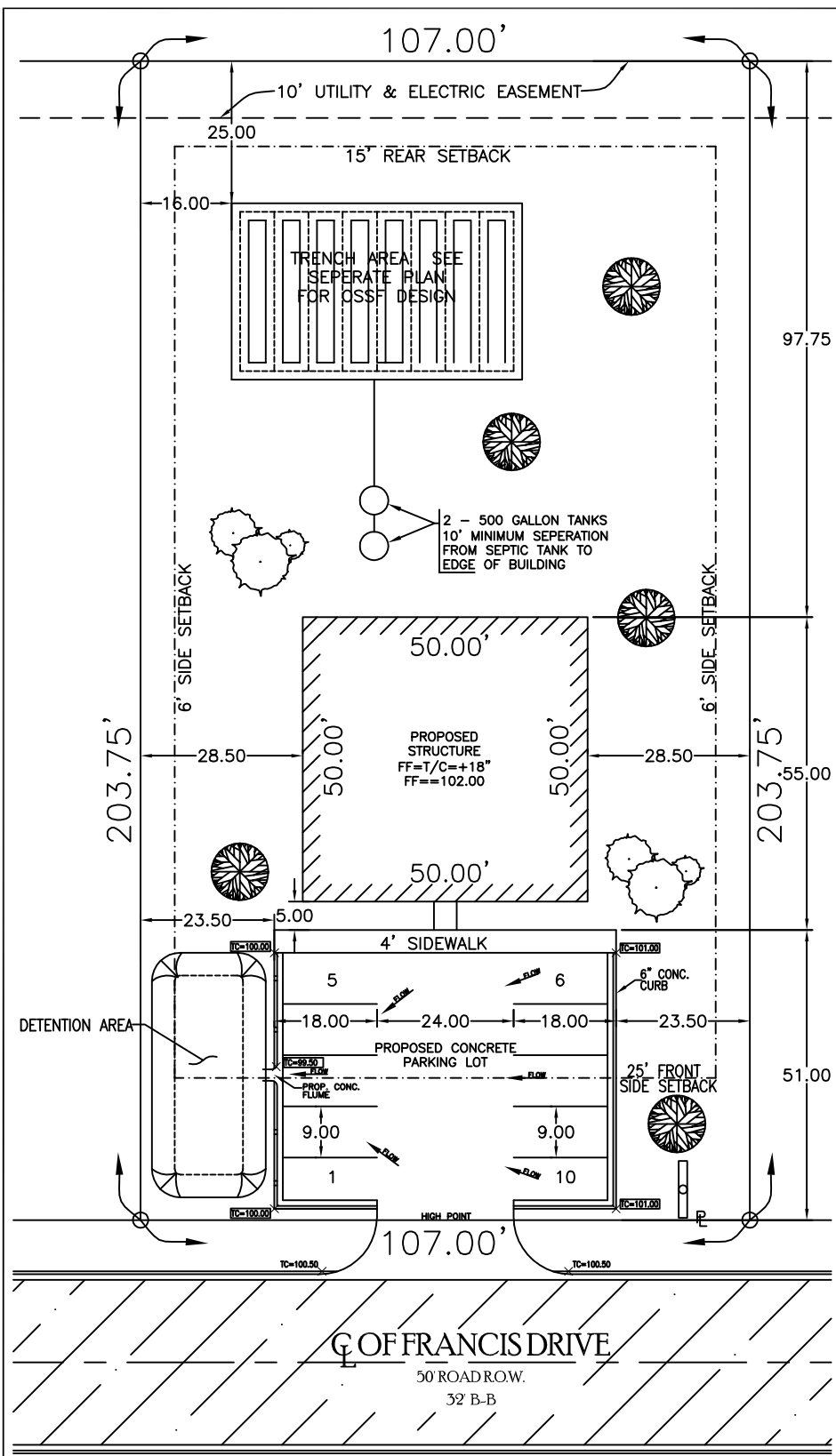


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### PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.9



LEGEND

- EXISTING TREES
- PROPOSED TREES
- STORE SIGN

ALL PARKING LOTS SHALL BE PAVED ACCORDING TO COUNTY STANDARDS AND SPECIFICATIONS. THE PARKING LANES MUST BE CLEARLY MARKED BY WHITE PAINT, BUTTONS OR OTHER APPROVED MATERIAL. SEE TYPICAL STRIPPING DETAIL FOR HANDICAP PARKING SPACES.

FRANCIS ESTATES SUBDIVISION

LOT 8



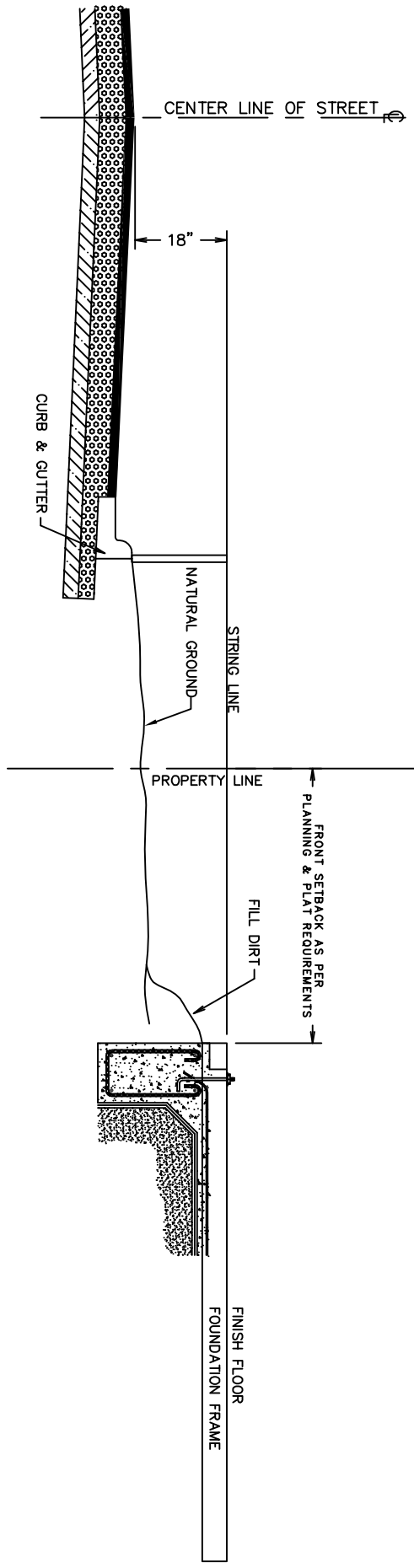
HIDALGO COUNTY  
PLANNING DEPARTMENT

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

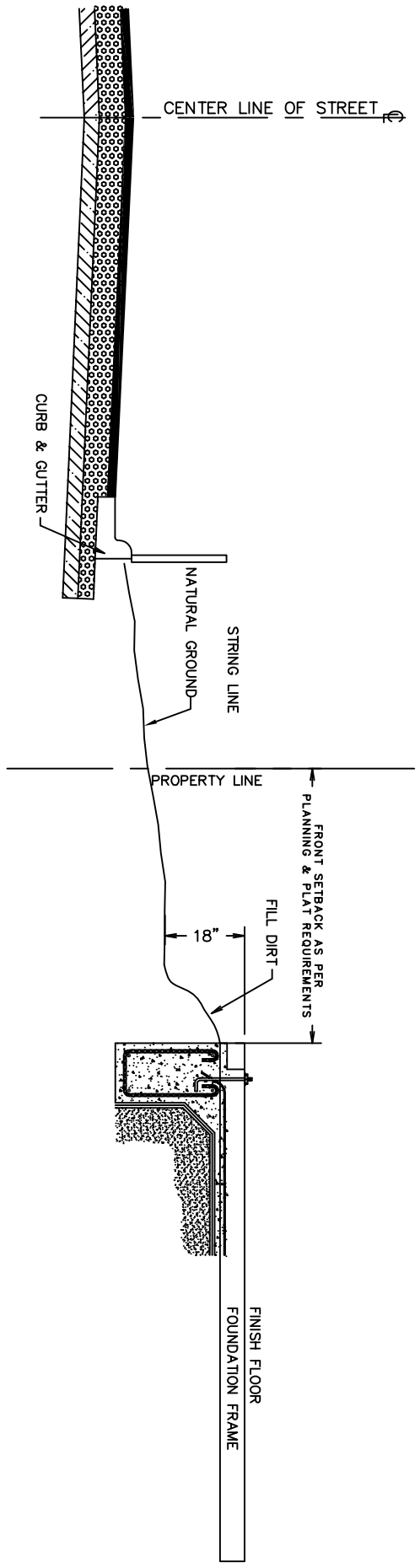
SAMPLE SITE PLAN SHOWING LOCATION OF OSSF DRAINAGE DETENTION AREA, AND PARKING LOT

SCALE: 1:30	
DATE: 09-06-07	
CHECKED BY: R.E.S.	
DRAWN BY: JR.TOVAR	PLATE No. : 9-A





TYPICAL FINISH FLOOR ELEVATION  
18" ABOVE CENTER LINE OF STREET

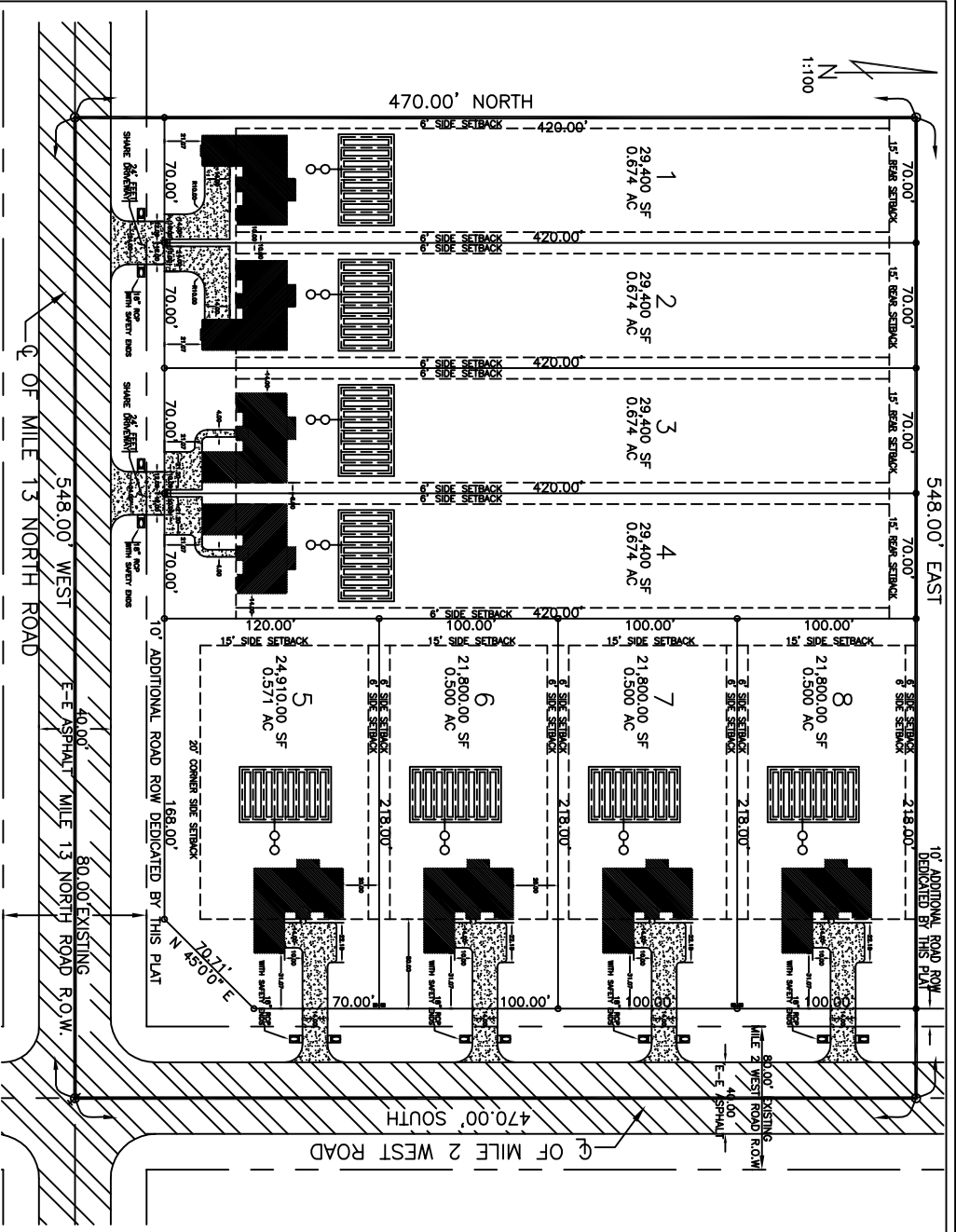


TYPICAL FINISH FLOOR ELEVATION  
18" ABOVE NATURAL GROUND

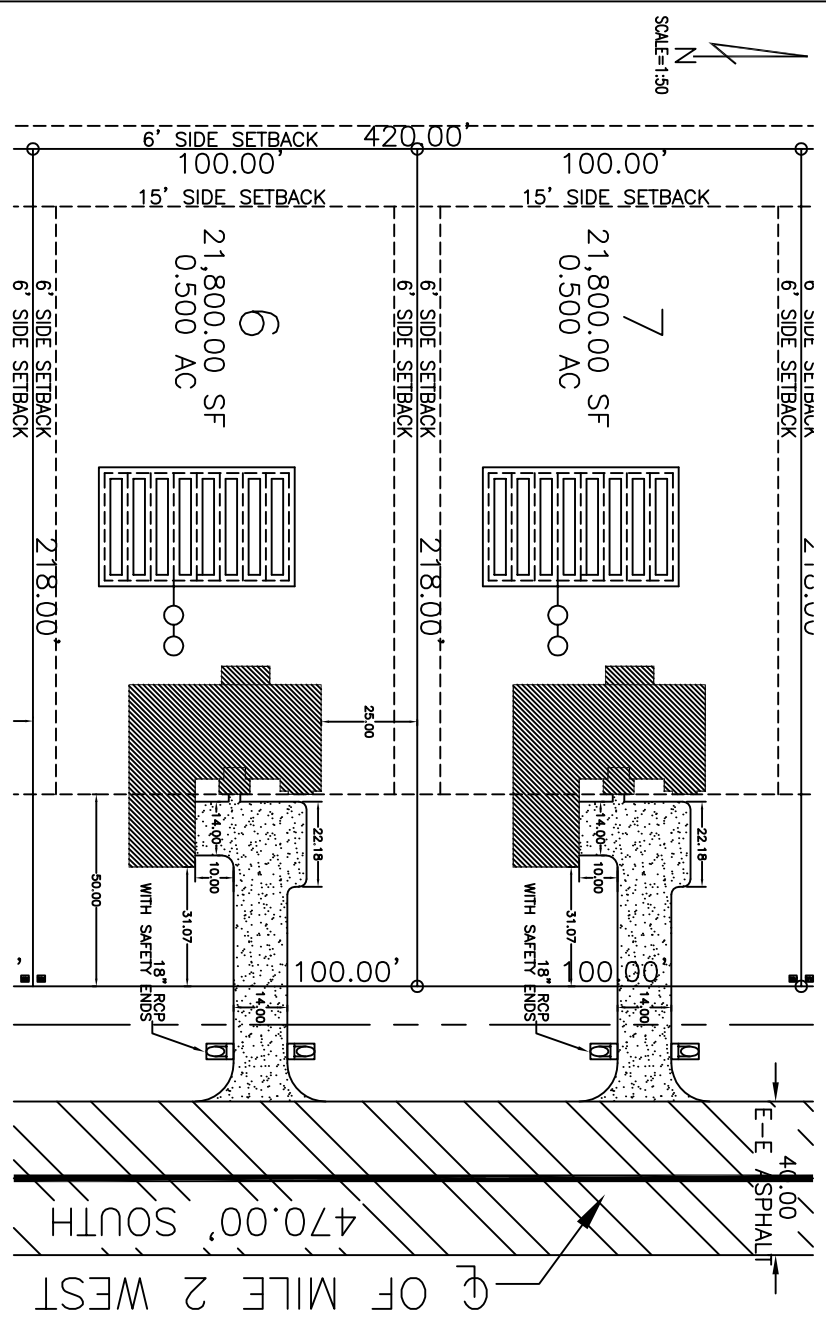


HIDALGO COUNTY  
PLANNING DEPARTMENT  
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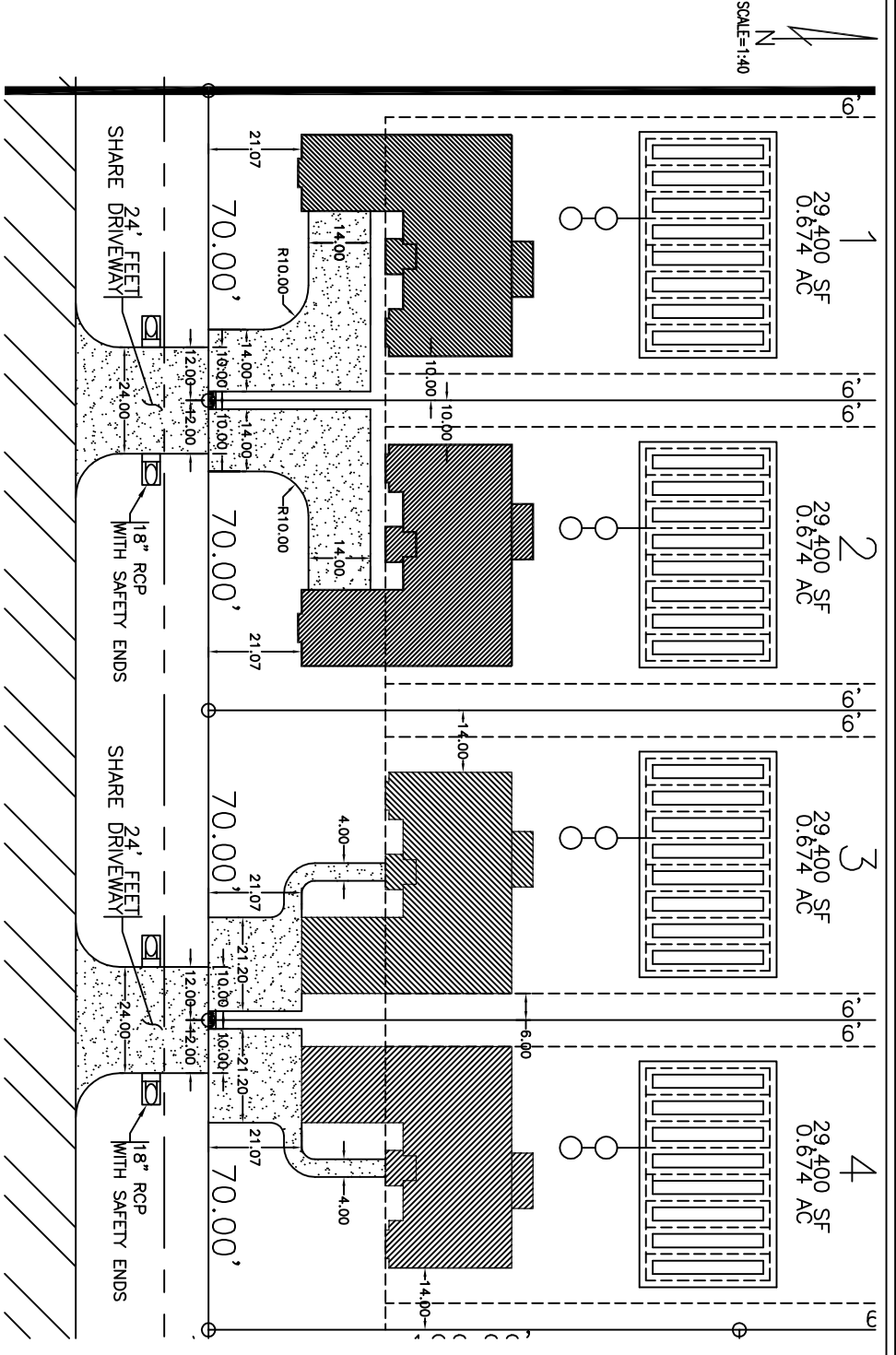
TYPICAL FINISH FLOOR ELEVATION	
SCALE: N.T.S.	
DATE: 08-31-07	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. '9-B



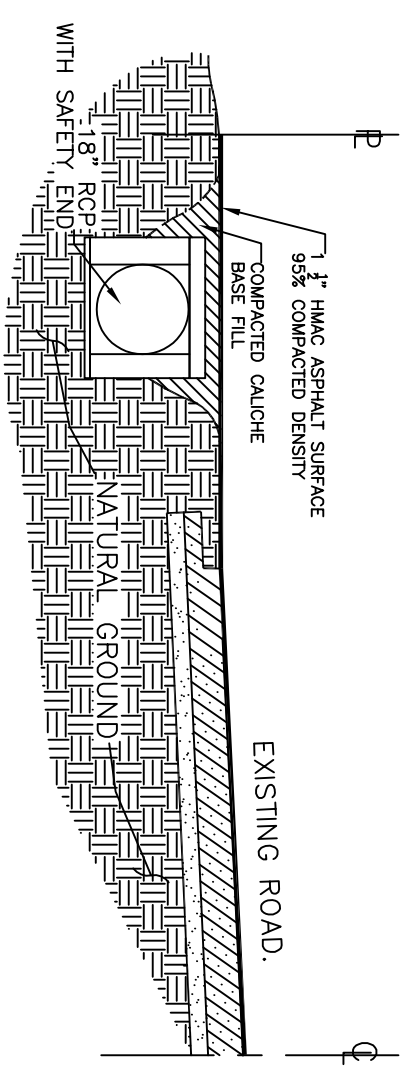
PARADISE ESTATES UNIT 8 SUBDIVISION




MINIMUM LOT WIDTH OF 100 FEET FRONTING A PROPOSED 100 FOOT MINOR ARTERIAL



MINIMUM LOT WIDTH OF 70 FEET FRONTING A PROPOSED 100 FOOT MINOR ARTERIAL



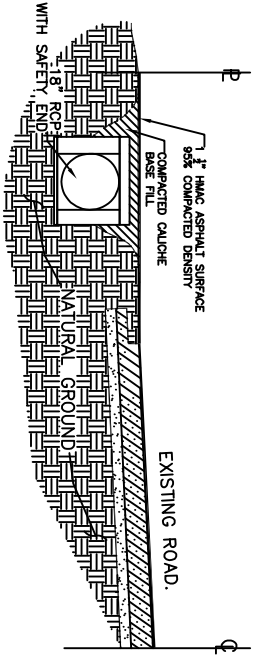
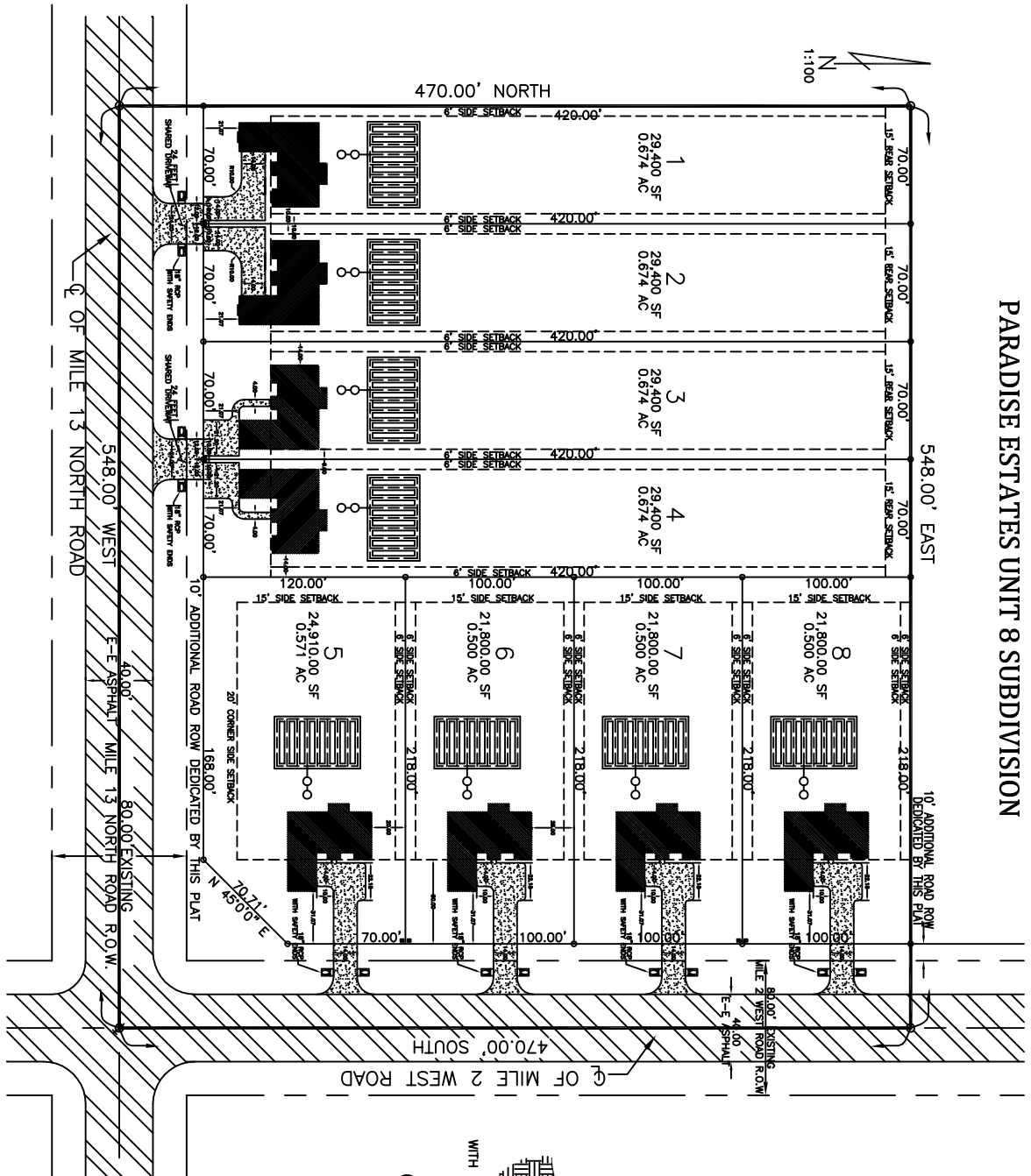


HIDALGO COUNTY  
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1304 S. 25 TH. STREET  
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SHARE DRIVEWAY FOR LOTS FRONTING A 100' R.O.W. OR GREATER.	
SCALE: VARIES	
DATE: 09-04-07	
CHECKED BY: R.E.S.	
DRAWN BY: JR.TOVAR	PLATE No. : 9-C

PARADISE ESTATES UNIT 8 SUBDIVISION



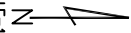
CROSS SECTION DETAIL OF SHARED DRIVEWAY WITH CULVERT AND SAFETY END  
N.T.S.



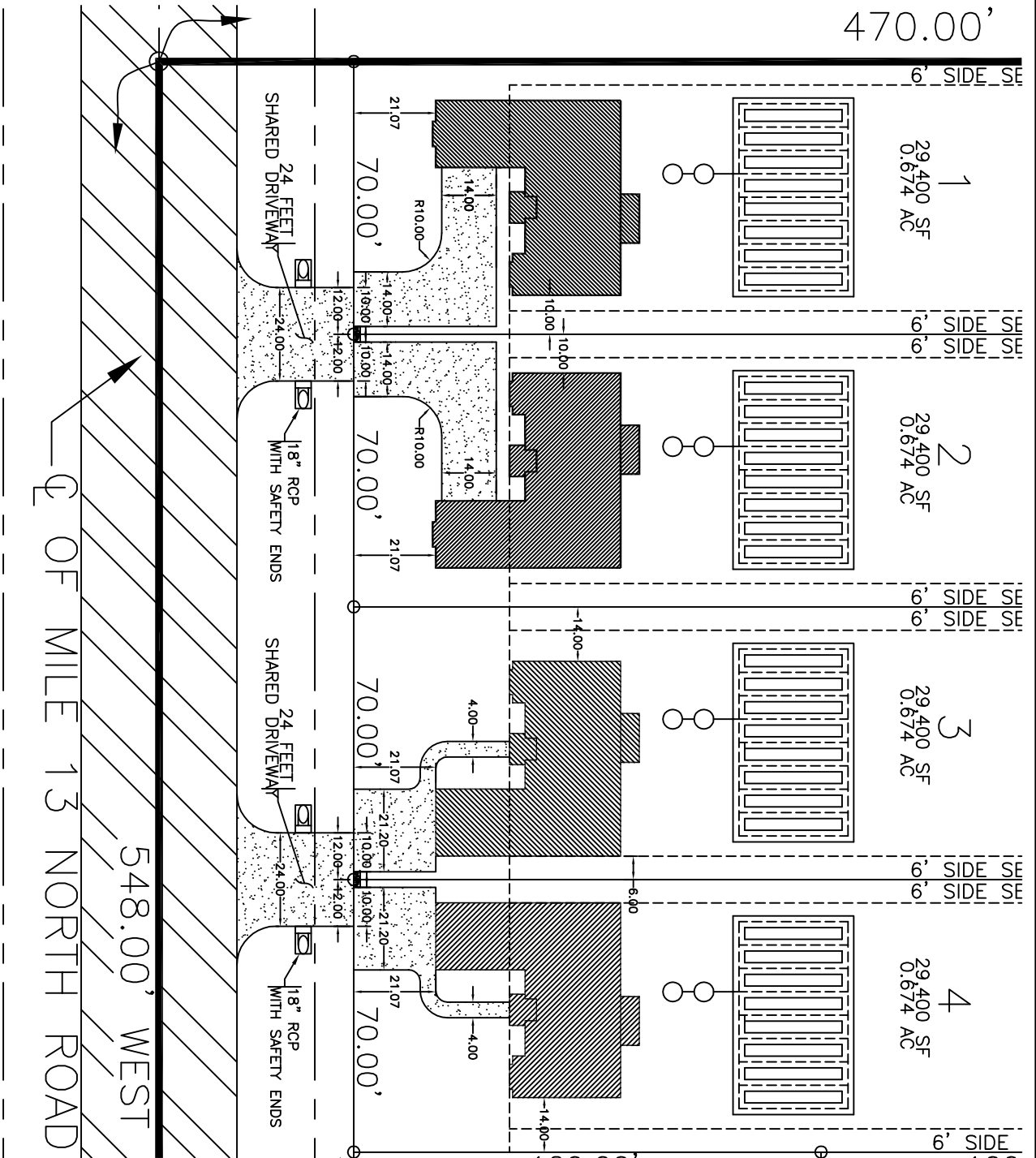
HIDALGO COUNTY  
PLANNING DEPARTMENT

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MINIMUM LOTS SIZE FRONTING A 100' R.O.W. OR GREATER.	
SCALE: 1:100	
DATE: 09-04-07	
CHECKED BY: R.E.S.	SHEET=1 OF 3
DRAWN BY: JR.TOVAR	PLATE No. : 9-C1

SCALE=1:40  


470.00'



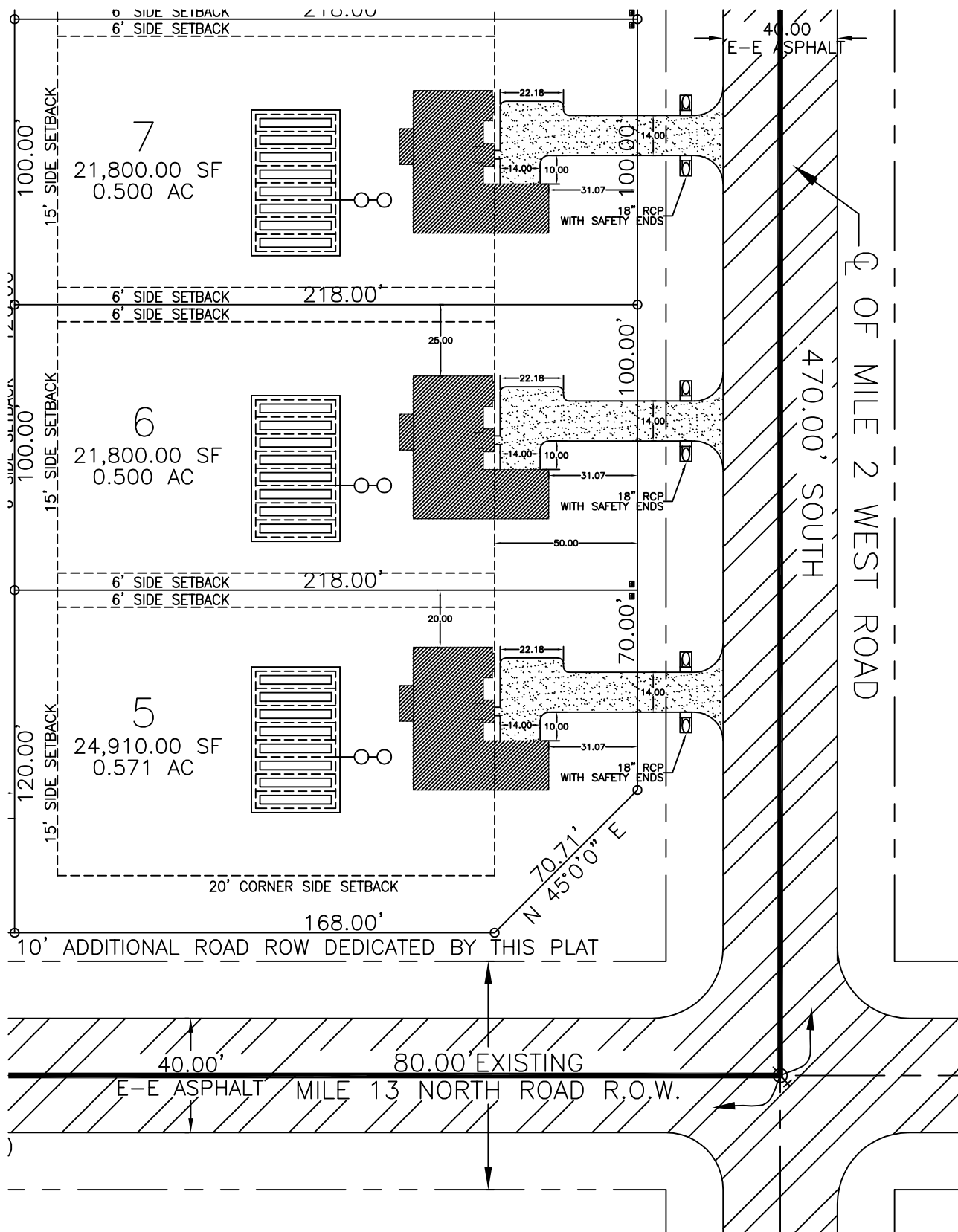
MINIMUM LOT WIDTH OF 70 FEET FRONTING  
 A PROPOSED 100 FOOT MINOR ARTERIAL  
 WITH SHARED DRIVEWAY



HIDALGO COUNTY  
 PLANNING DEPARTMENT

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 TEL: (956) 318-2840 FAX: (956) 318-2844

MINIMUM LOTS SIZE FRONTING A 100' R.O.W. OR GREATER.	
SCALE: 1:40	
DATE: 09-04-07	
CHECKED BY: R.E.S.	SHEET=2 OF 3
DRAWN BY: JR.TOVAR	PLATE No. : 9-C2



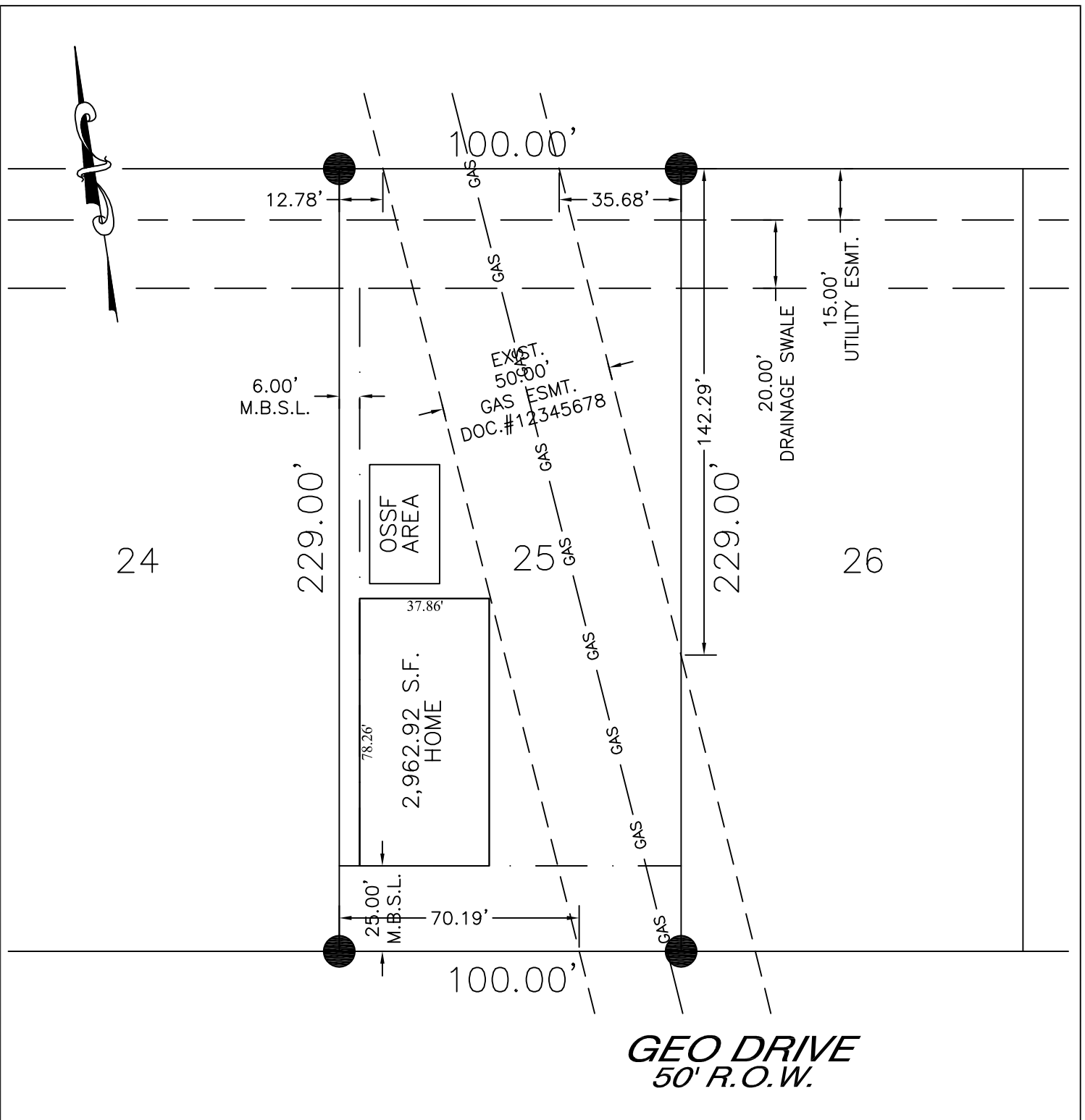
**MINIMUM LOT WIDTH OF 100 FEET FRONTING  
A PROPOSED 100 FOOT MINOR ARTERIAL**



**HIDALGO COUNTY  
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MINIMUM LOTS SIZE FRONTING A 100' R.O.W. OR GREATER.	
SCALE: 1:50	
DATE: 09-04-07	
CHECKED BY: R.E.S.	SHEET=3 OF 3
DRAWN BY: JR.TOVAR	PLATE No. : 9-C3



SITE PLAN SHOWING LOT AFFECTED BY GAS UTILITY LINE TRAVERSING LOT OTHER THAN 90 DEGREES AS MEASURED FROM PROPERTY LINES



HIDALGO COUNTY  
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TEL: (956) 318-2840 ★ FAX: (956) 318-2844

GEO ACRES SUBD. LOT 25

SCALE: N.T.S.

DATE: 9/6/07

CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. : 9-D