

**Mason County**  
Subdivision Regulations

Approved and Accepted by  
Mason County Commissioners Court  
On  
Date:

**INTRODUCTION**

The purposes of these Subdivision Regulations are to provide for the safety, health and well-being of the general public by requiring that adequate streets, storm drainage, water and sewage facilities be installed in all residential subdivisions and to provide guidelines for the construction and installation of such streets and facilities in a manner that will allow for the efficient maintenance and upkeep without imposing an extraordinary burden on the taxpayers of Mason County, Texas.

In specific cases where a literal interpretation of any section would create an undue economic hardship on the builder or developer, variances may be sought, provided the overall performance standards are met. It should not be inferred, however, that specific requirements might be ignored. Enforcement authority and penalties for violations are outlined and the Commissioners Court will pursue its legal rights to gain compliance.

In any case where questions arise as to the interpretation of the language in any section (s) of these regulations, then such question(s) will be directed to the County Commissioner having jurisdiction, for resolution. If a resolution is not forthcoming the Applicant can appear before the Mason County Commissioners Court for a final resolution.

Applications for any subdivision approval shall be processed on a case-by-case basis and a given application may name only one (1) Subdivision as the subject for approval. The Commissioners Court may amend this Subdivision Rules Regulations Order to make non-substantive changes from time-to-time following notice and the vote of a simple majority of the Commissioners Court, and may adopt new, substantive requirements pursuant to this Order following public notice, hearing and compliance with requirement of law.

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**Chapter 1**  
**GENERAL AND ADMINISTRATIVE PROVISIONS**

REGULATING THE FILING FOR RECORD OF SUBDIVISION PLATS AND OTHER REQUIREMENTS PERTINENT THERETO AND ESTABLISHING CONSTRUCTION STANDARDS FOR ALL SUBDIVISIONS SITUATED OUTSIDE THE BOUNDARIES OF ANY INCORPORATED CITY IN MASON COUNTY, TEXAS.

**THE STATE OF TEXAS, COUNTY OF MASON, IN THE COMMISSIONERS COURT OF MASON COUNTY, TEXAS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:**

**WHEREAS:** The Commissioners Court finds it is in the best interest of Mason County to establish and update its standards and specifications for the development of subdivisions of land, as defined by Chapter 232, Texas Local Government Code, including for the provision of utilities, the construction of roads and drainage, the provision of drinking water, the disposal of waste-water, and development within the floodplain; and,

**WHEREAS:** These regulations are enacted to implement the powers granted to counties under the laws of the State of Texas, including but not limited to: Texas Local Government Code, Chapter 232 (granting counties authority to adopt and enforce subdivision regulations and to require plat approval); Texas Local Government Code, Chapter 233, Subchapter B, (granting counties authority to establish building set-back lines on the public roads); Texas Local Government Code, Chapter 242 (governing the power of counties to regulate subdivisions within the extraterritorial jurisdiction of municipalities); Texas Transportation Code, Chapter 251 (granting counties general control over all roads, highways and bridges); Texas Health and Safety Code, Chapter 364 (authorizing counties to cooperate with other entities for the safe and economical collection, transportation, and disposal of solid waste); Texas Health and Safety Code, Chapter 366 (granting counties authority to adopt standards for on-site sewerage facilities); Texas Water Code, Chapter 16 (granting counties authority to set standards for the provision of water, sewage, and waste-water disposal, and construction within floodplains and to guide development of future development to minimize damage caused by floods); and Texas Water Code, Chapter 26 (governing water quality control). These statutes, listed here as illustrative and not exclusive grants of authority, empower the County to enact certain subdivision rules and regulations and to provide for their administration, enforcement, and amendment; and,

**WHEREAS:** The Commissioners Court is empowered to formulate these regulations by the foregoing authorities, and the Commissioners Court has favorably received and voted on these regulations in order to preserve and protect the resources, public health and private property interests of the citizens of Mason County; and,

**WHEREAS:** Following public notice, investigation, and public hearing, the Commissioners Court declares these regulations to be necessary and appropriate to accomplish the purposes and goals enumerated above.

**NOW, THEREFORE, IT IS ORDERED BY THE COMMISSIONERS COURT OF MASON COUNTY, TEXAS, THAT THE FOLLOWING SUBDIVISION REGULATIONS ARE ADOPTED:**

### **1.1. Authority**

a. Notwithstanding any provision to the contrary, these regulations apply to any subdivision of land in Mason County which divides the tract into two or more parts to lay out:

1. A subdivision of the tract, including an addition;
2. Lots; or
3. Streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

b. A division of a tract to which these regulations apply includes any division regardless of whether it is made by using a metes and bounds description, or any description of less than the whole tract, in a deed of conveyance, executory contract, or by using any other method to transfer title.

c. A division of a tract to which these regulations apply includes any division to lay out lots within the tract, regardless of whether there is a change of ownership of any part of the tract.

### **1.2. Plat and application required**

a. A developer must present an application in compliance with these regulations to the Commissioners Court for approval, unless the subdivision is exempt by state law, these regulations, or by an act of the Commissioners Court in response to a request for a discretionary exemption.

b. Unless otherwise exempt, no subdivided land may be sold or conveyed until the developer:

1. Has received approval of an application; and,
2. Has filed for record an approved plat of the subdivision with the Mason County Clerk's Office.

c. A utility may not provide utility services, including water, sewer, gas, and electric services, to property within a subdivision, unless the developer or owner provides the utility with a copy of a certificate of approval or a certificate of exemption from the Commissioners Court to confirm compliance with these regulations.

d. If a subdivision is located within the extraterritorial jurisdiction of a municipality, the developer is responsible for complying with the applicable regulations of the municipality, and the provisions of any applicable inter-local agreements between the County and the municipality. Generally, in cases where the County and a municipality have regulations that differ, the more stringent regulations will control. See Exhibit T.

e. Each developer must submit a written, affirmative acknowledgement of the requirements of this section with their application.

### **1.3. General exceptions to these regulations**

- a. Pursuant to Section 232.0015, Texas Local Government Code, if a proposed division of land is described by one or more of the following exemptions, the requirements of these regulations are not applicable to that division of land.
- b. A division of a tract of land into agricultural tracts is exempt if:
  1. The owner does not lay out a part of the tract as 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 of the tract; and,
  2. The land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d- 1, Article VIII, Texas Constitution.
  3. If a tract described by this exemption ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use, the requirements of these regulations will apply.
- c. A division of a tract of land into family tracts is exempt if:
  1. The division divides the tract into four or fewer parts; and,
  2. The division does not lay out a part of the tract as 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; and,
  3. Each of the parts is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code.
  4. If, within two years of the division, any part of the subdivided tract is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the requirements of these regulations apply.

d. A division of a tract of land into rural home tracts is exempt if:

1. All of the divided tracts are more than ten (10) acres in area; and,
2. The owner does not lay out a part of the tract as 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.

e. A division of a tract of land into veterans' tracts is exempt if:

1. The owner does not lay out a part of the tract as 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; and,
2. All the lots are sold to veterans through the Veterans' Land Board program.

f. A division of a tract of land into public tracts is exempt if:

1. The land is owned by the state or any state agency, board, or commission or owned by the permanent school fund or any other dedicated funds of the state; unless,
2. The subdivision does not lay out a part of the tract as 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.

g. A division of a tract of land into public floodplain tracts is exempt if:

1. The owner of the land is a political subdivision of the state; and,
2. The land is situated in a floodplain; and,
3. All of the divided tracts are sold to adjoining landowners.

h. A division of a tract of land into a tract for future development is exempt if:

1. The owner does not lay out a part of the tract as 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; and,
2. One new part is to be retained by the owner, and the other new part is to be transferred to a developer who will further subdivide the tract subject to these regulations.



i. A division of a tract of land into partitioned tracts is exempt if:

1. The owners do not lay out a part of the tract as 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; and,
2. All parts of the subdivided tract are transferred to persons who owned an undivided interest in the original tract.
3. Any further subdivision of a partitioned tract must comply with these regulations.

#### **1.4. Development tiers**

a. Any subdivision of land in the County established after the effective date of these regulations will be classified as either a first-tier development or a second-tier development.

b. A first-tier development is any subdivision of a tract of land that lays out a part of the tract as 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 such internal streets, alleys, squares, parks, or other parts.

c. A second tier development is any subdivision of land that involves not more than four (4) lots or tracts, with each lot or tract having direct frontage or side-access to an existing, publicly maintained road or highway, and the developer does not propose to lay out, as a portion of the subdivision, any other internal 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 such parts; and there are no known drainage issues or FEMA 100-yr floodplains on the property.

d. Any developer seeking to establish a second-tier development that is intended for residential purposes must provide the Commissioners Court with the following:

1. A plat of the subdivision showing the linear dimensions and area/acreage of each lot or tract.
2. A note on the plat confirming the availability of water and sewage service in compliance with these regulations.
3. A certificate from the developer confirming compliance with set-back lines in compliance with these regulations.
4. A certificate from the developer confirming the dedication of all necessary utility easements.

5. A certificate from the developer confirming the installation of culverts in compliance with the minimum length dimension of twenty-four (24') and such diameter dimension as may be required by the County Commissioners with jurisdiction over the development site, based upon the topographical requirements of that location.
6. A survey that shows sufficient topographic information adequate to demonstrate that the proposed subdivision will adequately drain and that any proposed development will not alter the natural flow of water to adjoining properties.
7. If OSSF is proposed for the Tier 2 subdivision, a certificate from the Mason County Permitting Officer stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements.

e. All other requirements in these regulations are applicable to first tier developments, and not applicable to second tier developments.

f. A property owner or developer may request the issuance of a certificate of exemption from the Commissioners Court for any subdivision of land covered by the exemptions in these regulations.

#### **1.5. Subdivision names**

The name of a subdivision may not conflict in spelling, pronunciation, or in any way with the name of any other subdivision within the County, and may not be so similar in spelling or pronunciation to the name of any existing subdivision in the County as to cause confusion, unless the subdivision is contiguous to an existing subdivision and is an additional phase of that development.

#### **1.6. Conflict of laws**

a. These regulations supersede any prior regulations of subdivisions adopted by the Commissioners Court.

b. If any other rule or regulation adopted under the authority of proper legal jurisdiction is in conflict with these regulations, the most stringent rules will apply.

c. These regulations will not be interpreted to permit actions which would otherwise be prohibited by another valid County regulation which has not been superseded by these regulations.

#### **1.7. Severability**

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

## 1.8. Agents

Whenever an act is required by any person or entity under these regulations, that act may be performed by an agent of that person or entity.

## 1.9. Effective date

- a. These regulations apply to all subdivisions which are made subsequent to the effective date of these regulations.
- b. Any subdivision existing prior to the effective date of these regulations, whether or not a plat of the subdivision has been filed in the records of the County, and for which the owner or owners of lots within said subdivision wish to modify, expand, alter or otherwise change in any way the actual layout of the subdivision, must comply with these regulations.

## 1.10. Definitions

- a. The following words and terms, when used in these regulations, have the following meanings, unless the context clearly indicates otherwise.
  1. **Application**—A plat application for subdivision approval under these regulations, which must include a complete plat, a survey, and all other materials and information detailing infrastructure (including utilities, drainage structures, and roads) to be constructed within a subdivision, to be submitted by a developer with their application as required by these regulations, and as published in the application checklist as required by the Commissioners Court, which may be amended and republished from time to time, and is attached to these regulations as Appendix A.
  2. **Commissioners Court**--The Commissioners Court of Mason County, Texas.
  3. **Precinct Commissioner**--The County Commissioner representing the precinct in which a majority of a subdivision is situated.
  4. **County**--Mason County, Texas.
  5. **Developer**--Any owner of land in the County who proposes to divide the land so as to constitute a subdivision of any kind.
  6. **Plat application**--All documents required to comply with these regulations. See, at a minimum, Appendix A.

7. **Drinking water**--All water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.
8. **Engineer**--A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
9. **Lot**—A lot is ordinarily one of several contiguous pieces of land of which a block is composed. Real property is commonly described in terms of lot and block number on recorded maps and plats.
10. **Lot Frontage**—That portion of any platted lot adjacent and adjoining a public or private street.
11. **Non-public water system**--Any water system supplying water for domestic purposes which is not a public water system.
12. **OSSF**--On-site sewage facilities as that term is defined in rules and regulations adopted by TCEQ, including but not limited to 30 TAC Chapter 285.
13. **Petition for road maintenance**--A petition filed with the Commissioners Court by a developer or property owner to accept a private road for public maintenance by the County.
14. **Platted**--Recorded in the Official Plat Records of Mason County, Texas.
15. **Private driveway**--An improved surface which permits ingress/egress to a particular lot or tract from a public road or street, and used for ingress and egress by the owners of the lot or tract or their invitees, whether the ownership or license of the property upon which the private driveway sits is in fee simple or by easement or use agreement. A private driveway, as defined herein, is not a road or street for the purposes of these regulations, but any entrance from a public road under county maintenance will conform to the minimum dimensions required by this regulation 1.4 (d)(5), and shall not provide access to another lot or tract not adjoining the public road.
16. **Public water system**--A system for the provision to the public of drinking water through pipes or other constructed conveyances. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage, and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Two or more systems

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

17. **Purchaser**--Includes purchasers of land by a deed of conveyance, an executory contract, or by using any other method to transfer title to real property.
18. **Retail public utility**--Any entity meeting the definition of a retail public utility as defined in Section 13.002, Texas Water Code.
19. **Sewerage facilities**--The devices and systems which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these regulations.
20. **Street**--Other than a drive-way directly adjoining a public road, any means of access to an interior lot of a subdivision, whether by dedicated "flag lot", easement, right-of-way, or other means, is a street for purposes of this regulation.
21. **Subdivision**—the act of dividing a larger parcel of real estate into smaller parcels or lots.
22. **TAC**--Texas Administrative Code, as compiled by the Texas Secretary of State.
23. **TCEQ**--the Texas Commission on Environmental Quality and any of its predecessor or successor entities.
24. **Water facilities**--Any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of drinking water.

b. Use of either the singular or the plural form of a word will be interpreted, when necessary, to include the other form.

## **Chapter 2**

### **Minimum Standards for Water and Sewage Service**

#### **2.1. Scope of standards**

The establishment of any subdivision with two or more lots where the water supply and sewer services do not meet the minimum standards of these regulations is prohibited.

#### **2.2. Water Availability Requirements**

a. General: These Water Availability Requirements are adopted pursuant to Section 35.019 of the Texas Water Code and Section 2232.0031 of the Local Government Code. The Mason County Commissioners Court determined that the adoption of Water Availability Requirements are necessary to prevent current and future water use in Mason County from exceeding a safe and sustainable yield. These water Availability Requirements apply to all applications for approval of a plat for a Subdivision wholly or partially within Mason County, except for the following situations.

1. All tracts that are exempt from Platting under the platting exemptions stated herein;
2. Replats and Amending Plats that do not increase the number lots within the subdivision; and
3. Subdivisions that have one well on each lot provided that a well log report for every well is furnished to the County and to prospective buyers of each lot.

**b. Before any subdivision plat is approved, the developer must establish to the reasonable satisfaction of the Commissioners Court that an adequate quantity and quality of ground water, or water from surface water sources which meet the standards established by the TCEQ, exists to support the development and occupation of the subdivision. The Hickory Underground Water Conservation District (HUWCD) shall oversee the implementation of this Section, and may, if sufficient data is readily available, make recommendations to the Commissioners Court to waive any of the requirements of this Section. Any person fulfilling the requirement set forth herein shall be deemed to have satisfied these Water Availability Requirements. Failure to satisfy the requirements shall result in the rejection of a subdivision plat.**

#### **2.3 Water facilities development**

a. A subdivision must provide for an adequate supply of drinking water, either by connecting to an existing public water system, establishing a new public water system, drilling individual wells, or through any other non-public water system in accordance with these regulations.

b. Developers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility. The agreement must:

1. Provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the subdivision.

2. Reflect that the developer will pay the costs associated with connection to the public water system so that service is available to each lot or tract within the subdivision upon completion of construction of the water facilities described in the plat application, and detail the costs to be paid by the purchasers of lots or tracts within the subdivision pursuant to the tariff of the retail public utility.

c. Where there is no existing retail public utility to provide adequate drinking water to a subdivision, a developer may provide drinking water by establishing a retail public utility and obtaining a certificate of convenience and necessity from the Texas Public Utility Commission and complying with the requirements of Subchapter C, Chapter 341, Texas Health and Safety Code and as defined by current rules and regulations of the TCEQ 30 TAC Chapter 290.

- 1.If the public or community water system will have more than fifteen (15) connections, the developer shall present documentation to the Commissioners court showing that the requirements as specified in Section 2.3 (c) of these Water Availability Requirements have been met and approved by the HUWCD. In addition, a letter or other document from TCEQ's Rate Analysis and Plan Review Team, Water Utilities Division, shall be supplied approving the business plan and the plans and specifications for the proposed water system. If the proposed water system will have fewer than fifteen (15) connections, the developer shall present a letter from the HUWCD stating that the HUWCD has reviewed the plans and specifications for the proposed system, along with any technical data required in subsection 2.3 (c ) of these Water Availability Requirements and finds the proposed system adequate for its intended use.

2. Expansion of an Existing Public or Community Water System. If the developer proposed to utilize an existing public or community water system, the developer shall present to the Commissioners Court in satisfaction of these requirements a copy of the executed agreement between the developer and the owner of such existing system for such water. If the total number of connections served by the existing public or community water system as defined above is more than fifteen (15), including the additional lots, the developer shall present a letter from TCEQ's Rate Analysis and Plana Review Team, Water Utilities Division, stating that the existing water system has sufficient capacity to service the additional connections. In addition, the developer shall present to the Commissioners Court documentation that has been approved by the HUWCD which shows that subsection 2.3(c ) of these Water Availability Requirements have been met. If the proposed water system will have fewer than fifteen (15) connection, the developer shall

present a letter from the HUWCD stating that the HUWCD has reviewed the plans and specifications for the proposed system, along with any technical data required in subsection 2.3 (c ) of these water Availability Requirements and finds the proposes system adequate for its intended use.

3. Individual Wells Prohibited. All subdivision plats which satisfy the Water Availability Requirements by utilizing a new or existing public or community water system shall, by deed restricting or other legal means, prohibit the drilling or use of individual wells within such subdivision. Such prohibition shall be prominently noted on the recorded plat. Any existing wells not owned and utilized by the public or community water system shall be plugged in accordance with the applicable rules and regulations of the Water Well Drillers Board and the HUWCD.

d. Where individual wells or other non-public water systems are proposed for the supply of drinking water to a subdivision, the developer must include in their plat application a groundwater availability study that complies with the requirements of 30 TAC Chapter 230, or in such other rules as may be published by TCEQ, and certifies the long-term quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision for a term of not less than 30 years. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC, Sections 290.104, 290.106, 290.108 and 290.109, either: without any treatment to the water; or, with treatment by an identified and commercially available water treatment system. The requirements of this section may be certified by an engineer, or by a water well driller licensed in Texas and in good standing pursuant to Chapter 1901, Texas Occupations Code.

e. Water Availability Certification. If the developer proposes groundwater as the primary source of water for the tracts in a subdivision, whether by individual private or community wells, the following requirements shall be met:

1. Projected Water Demand Estimates as specified in TCEQ Groundwater Availability Certification of Platting, Ch. 230.6

2. General Groundwater Resource Information as specified in TCEQ Ch. 230.7.

3. Aquifer Testing as specified in TCEQ Ch. 230.2(2); Aquifer testing is a test involving the withdrawal of measured quantities of water from or in addition of water to a well and the measurement of resulting changes in water level in the aquifer both during and after the period of discharge or addition for the purpose of determining the characteristics of the aquifer. Bail and slug test are not considered to be aquifer tests. The require aquifer testing parameters shall be as specified in TCEQ Ch. 230.8 Obtaining Site-Specific Groundwater Data.

4. Determination of Groundwater Quality as specified in TCEQ Ch. 230.9



5. Determination of Groundwater Availability as specified in TCEQ Ch. 231.10.32

6. Sufficiency of Water and Certification. In addition to the test results required above, submit to the Commissioners Court a certified from a registered professional engineer licensed by the State of Texas or a licensed professional geoscientist. Said certificate shall be based on the pump test results and any other information available, which information shall be detailed, and shall state the opinion of the certifier that sufficient groundwater exists beneath such subdivision of a quantity and quality adequate for the use of the persons purchasing tracts in such subdivision. If the developer is unable to obtain the certificate that water of sufficient quantity and quality exists, or the commissioners Court receives a letter from the HUWCD reporting that sufficient water is not available, the Commissioners Court shall deny that specific plat request.

7. Groundwater Availability Determination Conditions, as specified in TCEQ Ch. 230.11(b). The assumptions and uncertainties that are inherent in the determination of groundwater availability should be clearly identified. These conditions must be identified to adequately define the basis for the availability and usability statements. This basis may include, but are not limited to uncontrollable and unknown factors, such as:

- A. Future pumpage from the aquifer or from interconnected aquifers from area wells outside of the subdivision or any other factor that cannot be predicted that would affect the storage of water in the aquifer.
- B. Long-term impacts to the aquifer based on climatic variations.
- C. Future impacts to use able groundwater due to unforeseen or unpredictable contamination.

f. The conveyance of drinking water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable method of supplying drinking water, except on an emergency basis. **Absence of a water system meeting the standards of these regulations due to the negligence of the developer does not constitute an emergency.**

## **2.4. Wastewater disposal**

- a. A subdivision must provide for adequate sewage and wastewater disposal, either by connecting to a public sewage disposal system, connecting to a privately owned sewage disposal system, or allowing purchasers to install OSSF which are compliant with TCEQ rules and these regulations. If OSSF systems are to be utilized, the Plat must bear a notation that all such systems must comply with TCEQ regulations.
- b. Developers who propose to dispose of wastewater by connecting to existing sewerage facilities operated by a retail public utility must provide a certificate from the utility that:
  1. Provides that the retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the subdivision for a minimum of 30 years.
  2. Reflects that the developer will pay the costs associated with connection to the sewerage system so that service is available to each lot or tract within the subdivision upon completion of construction of the sewerage facilities described in the plat application, and detail the costs to be paid by the purchasers of lots or tracts within the subdivision pursuant to the tariff of the retail public utility.
- c. Developers who propose to establish a sewerage system must obtain a permit to dispose of wastes from TCEQ in accordance with 30 TAC Chapter 305 and obtain approval from TCEQ of engineering planning materials for such systems under 30 TAC Chapter 317.
- d. Sewerage facilities for the disposal of sewage in an amount no greater than 5,000 gallons per day must comply with 30 TAC Chapter 285.
- e. Sewerage facilities for the disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317.
- f. The Mason County Permitting Officer, or another authorized agent of TCEQ, must:
  1. Review proposals for OSSF;
  2. Make inspections of such systems as necessary to ensure adequate service for a subdivision; and,
  3. Certify that a plat application is in compliance with all applicable state statutes and TCEQ rules.

g. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC §285.3(i), pit privies and portable toilets are not acceptable waste disposal systems within a subdivision, except on an emergency basis not to exceed thirty-days (30) in duration. Absence of a waste disposal system meeting the standards of these regulations due to the negligence of the developer or owner does not constitute an emergency.

## **2.5. Greywater systems for sludge and reuse of treated wastewater**

a. Any plat application including the provision of sewage collection, treatment, and disposal which includes greywater reuse must meet minimum criteria of 30 TAC Chapter 210, and any other applicable rules published by TCEQ.

b. Any proposal for on-site sewage disposal which includes provisions for greywater use must meet the minimum criteria of 30 TAC Chapter 285, and any other applicable rules published by TCEQ.

c. The disposal of sludge from water treatment and sewerage facilities must meet the criteria of 30 TAC Chapter 312 and Chapter 317, and any other applicable rules published by TCEQ.

## **2.6. Public utility easements**

a. A developer must provide for utility service within a subdivision, with utility easements of no less than twenty (20) feet to be provided, however adjoining lots may share the utility easement, with ten (10) feet shown on the plat for each lot. In addition, the following plat notes shall be added to all subdivision plats:

1. Surface utilities are to be placed within five (5) feet of the property line.
2. Subsurface utilities are to be placed with ten (10) feet of the property line or in conformity with other law.

b. All utility easements are to be described in any deed to any purchaser of a portion of a subdivision, and must be depicted on the plat.

**2.7. Public utility easements and fire-fighting standards a. If water is provided to a subdivision by a public water system with adequate water capacity to support fire hydrants or filler plugs, and such fire hydrants or filler plugs must have a proper hose connection every 750 feet, or in compliance to fit the equipment of the fire department serving the jurisdiction.**

b. If fire hydrants or filler plugs are proposed to be installed in a subdivision in a plat application, the application must include a certificate from the public utility serving the subdivision to confirm sufficient water capacity is available to operate the fire hydrants or filler plugs.

c. Pursuant to §232.109 Local Government Code, if fire hydrants are not to be provided, a subdivision of fewer than 50 lots suitable for residential housing shall provide fire suppression facilities of not less than 2, 500 gallons of water storage, or if more than 50 lots suitable for residential housing shall provide fire suppression facilities of not less than 2,500 gallons of water storage with a centralized water system, or 5,000 gallons of water storage without a centralized water system.

d. All fire hydrants shall provide sufficient fire flow to meet International Fire Code requirements (as per the latest edition in effect at the time of application).

## **2.8. Housing density**

a. A subdivision that will rely upon OSSF and water wells must comply with TCEQ regulations and state law regarding the density of housing units.

b. If OSSF or water wells or both are included in a plat application, the developer must provide with the application a statement that the subdivision complies with TCEQ density requirements or limitations.

c. Lot sizes are established as follows: Minimum of 5 acres per lot with individual water wells.

d. Lots less than 5 acres require a public water system.

## **Chapter 3 Minimum Standards for Roads and Streets**

### **3.1. General requirements**

a. Each platted lot within a subdivision shall have a minimum of two-hundred (200) feet of lot frontage.

b. Right of Way limits shall be contiguous with lot boundaries. No lots may be extended into the Right of Way.

c. A developer shall establish a building set-back line of fifty-feet (50') from the edge of a major road, and twenty-five (25) feet from all other lot lines. A "major road" is understood to include all state or federal highways, and any county-maintained road is hereby designated by the Commissioners Court as a major highway.

- d. All streets, roads, and alleys must be constructed in conformity with the construction standards set out in these regulations.
- e. All material used in constructing roads and streets must be inspected and approved by a designated consultant or representative.
- f. No utility lines may be placed under a road or street except at 90-degree angles, installed before the subgrade is in place, and cased at a depth of no less than thirty- six (36") inches below drainage ditches. Any other crossing must be bored and cased beneath a road or street.
- g. The actual right-of-way for alleys must not be less than twenty (20) nor more than thirty-five (35) feet in width.
- h. All permanent dead-end or cul-de -sac roads or streets must have a turn-a-round with a right-of-way diameter of not less than one hundred forty feet (140') with a radius of sixty-five (65') of improved surface with a minimum of six inches (6") of compacted rock).

### **3.2. Intersections**

- a. Roads and streets must be designed and constructed so as to intersect with each other at ninety (90) degree angles.
- b. Where the terrain makes it impossible to design and construct roads and streets to intersect at ninety-degree (90°) angles, the developer may file a petition for a variance contemporaneously with the submission of the application.
  - 1. Said petition will state concisely why the condition of the terrain makes it impossible to comply with this regulation.
  - 2. The Commissioners Court must rule on said petition in its order granting or denying authorization of the application.

### **3.3. Location of roads and streets**

- a. Where streets of an existing subdivision end at the property line, any new subdivision which is intended to utilize connecting roads and streets in the existing subdivision must be constructed so as to be a continuation and extension of said existing streets in said adjoining subdivision.
- b. When possible, roads and streets must be designed and constructed so as to permit the continuation or extension of said roads and streets in other subdivisions in the future.
- c. No streets, roads, or alleys may be constructed across dams or embankments used for purpose of holding water, unless approved by Commissioners Court as a variance.

### **3.4. Plat Approval is Not Acceptance of roads and streets for public maintenance**

- a. Approval of a developer's application does not mean that the Commissioners Court accepts any roads or streets within the subdivision for maintenance by the County. The decision to accept one or more roads or streets within a subdivision will be made only upon a petition for road maintenance and a separate order entered of record by the Commissioners Court.
- b. No petition for road maintenance will be considered any earlier than after two (2) years have elapsed from the date of completion of construction of the roads and streets of a subdivision, said date to be certified by the Commissioners Court.
- c. A petition for road maintenance may be made by a developer or by the owners of a majority of the lots or tracts within a subdivision.
- d. The Commissioners Court may grant a petition for road maintenance and accept one or more of the roads and streets of the subdivision upon a finding that the roads and streets to be taken into the County maintenance program serve a public purpose greater than the private benefit realized by persons living within the subdivision. Typically, subdivision roads to be deemed suitable for public maintenance will be limited to primary arterial or connecting streets that provide efficient interconnectivity with existing County or State maintained roads.
- e. An application must contain a certificate stating that the developer understands that approval of the application and filing of the plat does not mean that the County will be responsible for maintenance of subdivision roads and streets.

### **3.5. Subgrade and flexible base**

- a. All roads and streets must be constructed with a stabilized subgrade. The subgrade material and type shall be provided by a geotechnical engineer at the expense of the developer. Subgrade under all roads and streets must meet or exceed the following minimum requirements.
  - 1. Subgrade must be compacted with a weighted roller from 8" to 6".
  - 2. Subgrade must be watered, bladed, and rolled before any flexible base material is placed upon it.
  - 3. Subgrade must be at least twenty-four feet (24') wide.
- b. All roads and streets must have a flexible base.
  - 1. Acceptable Base Material shall consist of the following: A Crushed Limestone, gravel, or caliche material as defined and specified in TxDOT Specification Item 247.
  - 2. The flexible base must have a minimum thickness of 6 inches compacted to 4" and be at least twenty-four (24) feet wide. Two-foot wider (1-ft each side) than the finished surface or the face of the curb.

c. The base must be meet recommendations of independent geotechnical engineering analysis at the expense of the developer. An applicant for a subdivision with interior roads providing access must propose gravel roads with the following minimum specifications:

1. Have a limestone gravel base;
2. Of not less than six (6) inches compacted to four (4) inches;
3. Driving road-bed of not less than twenty (20) feet in width,
4. With dedicated right-of-way easement of not less than sixty (60) feet in width.

### **3.6. Surface Materials**

All paved surfaces shall be designed by an independent geotechnical engineer at the expense of the developer and shall adhere to the following general standards:

a. Paved roads must have a traveled road-bed width of not less than twenty feet (20') and be paved with either:

1. Hot mix (oil sand, D-mix, etc.) of asphaltic nature (2.5" minimum thickness); or,
2. A rock base with AC-5 or similar sealcoat surface treatment (double surface treatment minimum); or,
3. A combination of these.

b. Asphalt roads must have one prime coat and one course penetration asphalt surface treatment or tack coat and hot mix, in accordance with the following:

1. The paving material must have a thickness of not less than two and one-half (2.5") inches of hot mix asphaltic compacted, or one (1) course of sealcoat surface treatment.

2. A prime coat of asphalt must be applied to the base, the road blocked or barricaded, and allowed to set for an adequate period of time (a minimum of 24 hours). One course penetration asphalt surface treatment must then be applied by use of clean, tough and durable aggregate of type 4 maximum sized aggregate. Aggregates must be applied in quantities necessary to thoroughly and properly cover the improved road surface with asphalt.

3. After aggregates have been applied, a pneumatic roller is to be used on the entire surface until the aggregates are worked into the asphalt properly to the satisfaction of the Precinct Commissioner, consultant or representative.

c. All roads and streets constructed with Portland cement concrete shall adhere to the recommendations of an independent geotechnical engineer at the expense of the developer. At a minimum all P.C. concrete shall adhere to the following:

1. All concrete shall be 7" uniform thickness, with #4 bars at 18" O.C.E.W.
2. Concrete shall be 4,000 PSI
3. Concrete pavement shall adhere to TxDOT Specification Item 360.

### **3.7. Road crown**

The center line of the improved surface of each road and street must have a minimum elevation of 2% minimum cross slope from the elevation of the edge of said road or street, unless otherwise designed by an engineer when necessitated by terrain.

### **3.8. Seep areas**

- a. Seep areas must be marked by visual inspection made by the Precinct Commissioner and the developer during the pre-application meeting.
- b. Seep areas must be drained to a depth of at least eighteen (18") inches below subgrade elevation by use of subsurface drainage.
- c. After seep areas are drained, the subgrade is to be compacted as described in these regulations.

### **3.9. Street numbers, signage, and dedication**

- a. All roads and streets must be numbered and marked by the developer in compliance with these regulations, the Mason County addressing protocols, and the regulations of the regional 9-1-1 network managed by the Concho Valley Council of Governments ("CVCOG").
- b. The application must include a certificate from CVCOG confirming the private road numbers reserved for roads laid out in the subdivision.
- c. All road signs must be designed in conformity with the Texas Manual on Uniform Traffic Control Devices, and approved by the Precinct Commissioner.



d. A developer must dedicate any new roads, streets, rights-of-way, alleys, or easements, in the manner required by law to set aside such roads, streets, rights-of- way, alleys, or easements to public use, or for the private use of owners of lots in the subdivision.

## **Chapter 4**

### **Minimum Standards for Drainage**

#### **4.1. General requirements**

- a. Lots in a subdivision must be graded so that surface drainage from the lots will flow to drainage courses as directly as possible.
- b. Drainage water from roads and streets must flow to defined drainage courses as directly as possible.
- c. Traveled portion of roads and streets may not be used as drainage courses.
- d. Blocking or altering the natural flow of water, constructing improvements in the area of a drainage easement, or filling in floodways within a subdivision are all prohibited.
- e. The location, dimension, description, and flow lines of existing drainage structures and drainage structures proposed to be installed within a subdivision must be shown on the survey, including existing topography of the subdivision by use of contour lines.
- f. If the contour lines on the survey indicate that a lot or lots within a subdivision may not drain, the Commissioners Court may approve the application and require compliance with TCEQ regulations.
- g. A subdivision must not alter the flow of surface water to the detriment of any adjacent landowner, and must, to the extent necessary by prudent engineering design, provide for the diversion of surface water into natural drainage courses or holding ponds constructed within the subdivision for the purpose of diffusing runoff.

#### **4.2. Drainage ditches and structures**

- a. All roads and streets without curbs and gutters must have drainage ditches adjacent to and running parallel to said roads and streets. Said drainage ditches must have a minimum depth sufficient to convey the 10-yr frequency flow with 3" of freeboard. All ditches shall have a minimum slope of 0.2% or 0.1% if paved.
- b. Permanent drainage structures including, but not limited to, culverts, pipes, drainage boxes, and bridges, must be installed at all crossings or drainage courses, including drainage ditches with driveways, roads, and streets.

- c. Each tract or lot within a subdivision must have at least one permanent entrance entry from a road or street within the subdivision for a private drive, including sufficient drainage structures where necessary in conformity with the requirement of this regulation.
- d. Permanent water velocity dissipaters must be installed on the sloping sides of drainage ditches and drainage courses to prevent erosion for any road or street constructed as a water crossing, and where specifically designated by the Commissioners Court.
- e. Open drainage channels and ditches must be constructed with a proper cross slope grade and alignment which will facilitate proper functioning without destruction velocities of drainage waters.
- f. Any construction within the right-of-way of a road maintained by the County must be conducted pursuant to a permit for construction within the right-of-way.

#### **4.3. Drainage easements**

- a. A developer must dedicate drainage easements of adequate size to permit drainage and flood control for all lands whose natural drainage runs through the subdivision, to allow for future maintenance of such drainage easements within the subdivision. Mason County is not responsible for maintenance of drainage easements within the subdivision. All drainage easements shall have a minimum width of 30-ft or sufficiently wide to fully contain the 25-yr frequency flow (whichever is greater). Any detention/retention facility shall also be contained within a drainage easement. All drainage easements shall be dedicated to the public and shall be maintained by the property owners and/or HOAs. A note on the plat stating who will maintain these easements will be required.
- b. Reference to drainage easements must be included in each instrument of conveyance from a developer to a purchaser.

## **Chapter 5**

### **Applications for Subdivision Approval**

#### **5.1 Pre-application meeting**

The Developer shall request in writing a meeting with the Permitting Officer in sufficient time to allow a meeting with a developer at least fifteen (15) days prior to submission of an application to the Commissioners Court, to visually inspect the property, review the developer's intentions, establish any special requirements for the plat application, and to discuss the application process.

#### **5.2 Applications for subdivision approval**

- a. Before a subdivision is approved under these regulations, the developer must file an application with the Commissioners Court, including a plat, a survey, and all other documentation or other information listed in Appendix A, or as may be amended and republished from time to time.

- b. Each plat required by this subdivision regulation shall identify and detail compliance with required drainage to address a 100-year flood, provide a statement of compliance with street construction standards, and state the dimensions of the subdivision and of 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. Compliance with the Mason County Wide Drainage District rules and regulations is a pre-requisite to plat approval.
- c. If a developer submits an application to the Commissioners Court that does not include all of the documentation or other information required by these regulations, the Commissioners Court must notify the developer of the missing documents or other information, not later than the 10th business day after the date the Commissioners Court receives the incomplete application. The Commissioners Court must allow a developer reasonable time to submit the missing documents or other information.
- d. An application is considered complete when all documentation or other information listed in Appendix A is received.
- e. Acceptance by the Commissioners Court of a completed application will not be construed as approval of the documentation or other information.

### **5.3 Plat application**

- a. A developer must submit a plat application including detailed documentation of all infrastructure to be constructed in a subdivision, including plans, drawings, and statements of the estimated costs to make each category of proposed improvements (i.e. water, wastewater, drainage, roads, etc.).
- b. All engineering plans submitted as part of a plat application must bear the signed and dated seal of a professional engineer registered in the State of Texas, and a certificate in substantially the form as Appendix G.
- c. A plat application must discuss the availability and methodology of providing drinking water, sewerage, and electrical service to each individual lot within a subdivision,
- d. A plat application must include a construction schedule for each significant element of construction, including the start dates and completion dates.
- e. Where water, sewerage, and electricity are to be provided by an existing public utility, the developer must submit an executed public utility certificate in substantially the form as Appendix E.

### **5.4 Oversight**

- a. A developer, by submitting an application, acknowledges the authority of the County and state agencies to lawfully enter and inspect the subdivision property for purposes of execution of their statutory duties and the enforcement of these regulations.
- b. Any inspection of a subdivision will not release the developer from any obligation to comply with these regulations.

- c. The Commissioners Court may refuse to approve or authorize any application, unless such application meets the full requirements as set forth in these regulations.

## **5.5 Application fees**

- a. All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.
- b. All fees due to the County after the approval of an application must be paid to the County Clerk within ten (10) days of approval of the application.

### **SUBDIVISION DEVELOPMENT FEES**

The following are a list of development fees for Mason County. These fees are subject to change.

#### **Application Fees:**

Subdivision Initial Plat	\$3000.00 + \$100.00 per lot
Subdivision Re-Plat	\$1500.00 + \$50.00 per lot

#### **Recording Fees:**

Subdivision Initial Plat:	\$1000.00
Subdivision Re-Plat	\$500.00

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## **Chapter 6 Plat and Survey Requirements**

### **6.1 Subdivision plat and survey requirements**

- a. A plat and a survey depicting the subdivision must be submitted with each application.
- b. A plat must contain, at a minimum, the following information on the face of the plat, or attached to the plat by referenced addendum:
  - 1. Name and mailing address of the developer.
  - 2. Name of the subdivision.
  - 3. North directional indication arrow.
  - 4. Location map showing the subdivision in relation to major roads, towns, cities, and topographic features.

5. A description of the exterior boundary of the subdivision by metes and bounds, which locates the subdivision with respect to a corner of the original survey of which it is a part ("corner of the original survey" refers to a properly monumented survey point as determined by the surveyor suitable to recognition as the original corner of the tract being subdivided by commonly accepted surveying practice).
6. Total area/acreage within the subdivision.
7. Total number of lots within the subdivision.
8. Area/acreage of roads, including:
  - A. Length of roads.
  - B. Street right-of-way widths.
9. The area/acreage of each lot.
10. The bearing and distance for each lot boundary line.
11. Areas dedicated for public use.
12. Rights-of-way or easements, including all alleys, drainage easements, and utility easements.
13. Proposed land use of all lots being subdivided, as follows:
  - A. Single family residential.
  - B. Multi-family residential.
  - C. Agricultural.
  - D. Commercial.
  - E. Dedicated for public use.
14. All 100-year floodplains, whether defined by FEMA or by the Developer's Engineer.
15. Private road numbers for all roads or streets.
16. Lot and block numbers, arranged in a systematic order and shown on the plat in a distinct and legible manner.

c. The survey must contain, at a minimum, the following information on the face of the survey or attached to the survey by referenced addendum:

1. The real property records index information (instrument number or volume and page) and names of all current owners of property contiguous to the subdivision.
2. The location of all existing permanent, man-made structures within the subdivision, including houses, barns, shacks, other buildings and structures, fences, walls, ponds and stock tanks.
3. All major topographic features on or adjacent to the property as well as elevation contours at no greater than five-foot (5') intervals if in a floodplain, and no greater than twenty-foot (20') intervals if not in a floodplain.
4. The approximate location of all wells, water, oil, and natural gas, when such wells are either visible and apparent or reflected in the applicable public records (whether maintained by the Texas Railroad Commission, TCEQ, or in the Official Public Records of Mason County). If public records reflect that a well is capped or plugged, that information must be included as well.

## **6.2 Registered professional land surveyor**

- a. The plat and survey must be prepared from an actual survey made on the ground by, or under the direct supervision of, a registered professional land surveyor, and their certificate to that effect must appear on said plat and survey.
- b. An application must include a certificate from the surveyor who prepared the plat and survey in substantially the form as Appendix F.
- c. The land surveying firm's name and license number, address, and telephone number must be listed on the plat and the survey.

## **6.3 Plat scale and filing**

a. Plats must be based on a scale of not more than one inch (1") equals two hundred feet (200'). A plat must be drawn on paper measuring 18" by 24" to be filed in the Mason County Plat Book.

b. If two or more pages are needed to depict a plat, a key (may be drawn to larger scale) showing the entire area must be drawn on the first page and each page must be numbered in a way as to note its location within the set.

c. A developer must submit the following plat:

1. Two full size copies for filing, one on mylar or vellum paper in black ink for filing within the County Clerk's records and the other on bond paper in black ink for use by the Mason Central Appraisal District's mapping department.

2. One eight and one half by fourteen inch copy with an original notarized signature page to be recorded in the Mason County Official Public Records (OPR) and be returned to the developer after recording by the clerk. A sample of the information for the signature page can be found in Mason County Subdivision Regulations, Appendix T.

3. Six (6) reduced size (not to scale) copies of the plat submitted with the application to be used by the Commissioners Court.

#### **6.4 Digital map**

- a. An application must include a digital map that is compatible with mapping systems that geo-references the subdivision plat and related public infrastructure using the Texas Coordinate Systems adopted under Section 21.071, Texas Natural Resources Code.
- b. A digital map required under this subchapter may be required only in a format widely used by common geographic information system software. A digital map in a format that is accepted by the Mason County Appraisal District at the time of the application will be suitable for compliance with this subchapter.
- c. A developer is exempt from the requirements of this subchapter if they submit with the application an acknowledged statement indicating that the digital mapping technology necessary to submit a map that complies with this subchapter was not reasonably accessible.

### **Chapter 7 Application Approval Procedure**

#### **7.1 Approval procedure**

- a. The Commissioners Court must approve, approve with conditions, or disapprove an application not later than the 30th day after the date the completed application is received by the Commissioners Court.
- b. An application is deemed approved by the Commissioners Court without conditions unless the application is disapproved within 30 days. This 30-day period may be extended for a period not to exceed 30 days, if, not later than the 20th day after the date a completed application is received:
  1. Such extension is requested in writing by the developer and approved by the Commissioners Court; or Chapter 2007, Government Code, requires the County to perform a takings impact assessment in connection with the application; and
  2. extension applies only to a decision wholly within the control of the Commissioners Court.
- c. If the Commissioners Court fails to timely approve, approve with conditions, or disapprove an application as required by these regulations:
  1. The application is granted by operation of law; and
  2. The developer may apply to a District Court having jurisdiction for a writ of mandamus to compel the Commissioners Court to issue documents recognizing the application's approval.

- d. The Commissioners Court may not require a developer to waive the time limits or approval

procedures contained in this chapter.

## **7.2 Conditional approval or disapproval**

- a. If the Commissioners Court conditionally approves or disapproves an application, it must provide the developer a written statement of the conditions for the conditional approval or the reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval.
- b. Each condition or reason specified in the written statement may not be arbitrary, and must include a citation to the provision of these regulations, or another statute or order, that is the basis for the conditional approval or disapproval.

## **7.3 Response to conditional approval or disapproval**

- a. After the conditional approval or disapproval of an application, the developer may submit to the Commissioners Court a written response that satisfies each condition for the conditional approval or remedies each reason for disapproval provided.
- b. The Commissioners Court may not establish a deadline for a developer to submit their response.

## **7.4 Approval or disapproval after response**

- a. If the Commissioners Court receives a response to a conditional approval or disapproval pursuant to 232.0027 Texas Local Government Code, it must determine whether to approve or disapprove the developer's previously conditionally approved or disapproved application not later than the 15th day after the date the response was submitted.
- b. If the Commissioners Court receives a response to a conditional approval or disapproval, it the application will be approved if:
  - 1. The response adequately addresses each condition for the conditional approval or each reason for the disapproval; and,
  - 2. The Commissioners Court does not disapprove the application on or before the 15th day after the date the response was submitted and in accordance with Section 232.0026, Texas Local Government Code.
- c. If the Commissioners Court conditionally approves or disapproves an application following the submission of a response by a developer, the Commissioners Court:
  - 1. Must comply with Section 232.0026 Texas Local Government Code; and
  - 2. May disapprove the application only for a specific condition or reason provided to the developer for the original application under Section 232.0026, Texas Local Government Code.



## **7.5 Deadlines for completion of construction**

- a. The Commissioners Court may specify that construction of infrastructure must be started and completed within a reasonable time after the approval of an application.
- b. A deadline for completion may not exceed twenty-four (24) months and must be specified by the Commissioners Court in its order granting or denying an application.

## **Chapter 8 Financial Guarantees**

### **8.1 Financial guarantees for the construction of improvements**

- a. In its order granting approval of a subdivision, the Commissioners Court may require a developer to provide a financial guarantee sufficient to cover the cost of construction of all of the improvements to be constructed per the plat application. Generally, this consists of (but is not necessarily limited to) roadways, signage, drainage, temporary erosion control, permanent stabilization, and public utilities. A required financial guarantee may be by bond, letter of credit, or deposit of cash for 100% of the estimated cost of construction estimated by the engineer. All engineering estimates shall be itemized, showing item number, specification, description, quantity, unit price, and total price. All engineering estimates shall be sealed by a registered engineer in the State of Texas.
- b. A bond that is submitted for a financial guarantee must meet the following requirements:
  - 1. The bond must be payable to the County Judge of the County, or the Judge's successor in office, in their official capacity. 2. The bond must be executed with sureties as may be approved by the Commissioners Court. The County will establish criteria for acceptability of the surety companies issuing bonds, including but not limited to:
    - A. Registration with the Secretary of State and be authorization to do business in Texas;
    - B. Authorization to issue bonds in the amount required by the Commissioners Court; and,
    - C. Being listed as a surety company in the most current United States Department of Treasury Circular 570.
  - 2. The bond must be conditioned upon construction or installation of the improvements established in an approved plat application, and upon construction of facilities within the time stated in the plat application, or within any extension of time granted by the Commissioners Court.
- c. A letter of credit that is submitted for a financial guarantee must meet the following requirements:

1. A letter of credit submitted as a financial guarantee for combined amounts less than \$250,000 must be from a bank or savings and loan which meets the following qualifications:

A. Bank qualifications:

- i. Must be federally insured; and
- ii. Total assets of at least \$25 million.

B. Savings and loan association qualifications:

- i. Must be federally insured; and,
- ii. Tangible capital must be at least 1.5% of total assets if total assets are greater than \$25 million; or tangible capital must be at least 3.0% of total assets if total assets are less than \$25 million.

2. Any letter of credit submitted as a financial guarantee for combined amounts greater than \$250,000 must be from a bank or savings and loan which meets the following qualifications.

A. Bank qualifications:

- i. Must be federally insured;
- ii. Total assets must be at least \$75 million and primary capital must be at least 7.0% of total assets.

B. Savings and loan association qualifications:

- i. Must be federally insured;
- ii. Tangible capital must be at least 3.0% of total assets if total assets are greater than \$75 million; or tangible capital must be at least 5.0% of total assets if total assets are less than \$75 million.

d. In the event any or all of the streets, roads, drainage and drainage structures, or other infrastructure within a subdivision as constructed by the developer should fail to meet the requirements of the plat application, the unfinished improvements may be completed at the cost and expense of obligees on the financial guarantee as provided.

e. Should there be any deficiency or failure to comply with these regulations, or should any guaranteed construction not be completed prior to the construction deadline, if any, the Commissioners Court will notify the developer of such deficiency or failure by certified mail. Should the condition not be corrected within thirty (30) days following receipt of notice, the Commissioners Court may declare the bond or surety forfeited and order any active construction operations suspended. The Commissioners Court reserves the right to complete the work by means most advantageous to the citizens of the County and the ultimate owners of the subdivision, utilizing any or all of the financial guarantee as may be necessary to accomplish such completion.

f. A financial guarantee for construction of improvements will remain in full force and in effect until all the roads, streets, street signs, underground utilities, required drainage structures and all other construction in the subdivision established in the plat application has been completed to the satisfaction of the Precinct Commissioner.

1. In the event progress and final inspections indicate no departure from these regulations, the Precinct Commissioner will certify completion to the Commissioners Court, and the Commissioners Court will release the financial guarantee.

2. It is the responsibility of a developer to advise the Precinct Commissioner of the status of construction prior to expiration of any construction deadline.

## **8.2 Financial guarantees for maintenance**

a. In its order granting approval of a subdivision, the Commissioners Court may require a developer to provide a financial guarantee sufficient to cover the cost of maintenance of some or all of the improvements to be constructed per the plat application. A required financial guarantee may be by bond, letter of credit, or deposit of cash.

b. The conditions of a financial security for maintenance will be that the developer guarantees to maintain, to the satisfaction of the Precinct Commissioner, all of the streets, roads, drainage structures and drainage ditches and channels as described in the plat application, in a good state of repair for a period of two (2) years from the date of official release of construction security.

1. The responsibility for maintenance of roads includes the repair of such items as drainage, spilled concrete, mud and debris on roads, damage from unknown springs, pumping, unraveling, etc.

2. The responsibility for maintenance of the drainage improvements includes removing debris, resodding eroded areas, and the installation of additional concrete riprap where designated by the Precinct Commissioner.

c. The Precinct Commissioner will make periodic inspections of infrastructure construction for which maintenance security is held during the period of liability covered by the security. In the event any or all of the infrastructure construction are not being maintained in a good state of repair, the Precinct Commissioner will notify the developer in writing and, if after a reasonable time, the developer should fail or refuse to repair said items, such improvements will be maintained at the cost and expense of obligees on the financial guarantee for maintenance.

d. In the event progress and final inspections indicate no departure from these regulations, the Precinct Commissioner will certify completion of the term of maintenance by the developer to the Commissioners Court, and the Commissioners Court will release the financial guarantee.

### **8.3 Bond Extensions**

- a. Where good cause exists, the Commissioners Court may extend the deadline for completion of construction for additional periods of time not to exceed six (6) months.
- b. The Commissioners Court may grant an extension to the deadline for completion of construction if the Commissioners Court finds the extension is reasonable and not contrary to the public interest.
- c. No extension may be granted for construction secured pursuant to these regulations unless the developer provides additional security to cover the extended period of time.

## **Chapter 9 Revision and Cancellation of Plats**

### **9.1 Petition for plat revision**

- a. A developer or an owner of property within a platted subdivision (referred to in this Chapter as "petitioner"), may submit an application to revise all or a portion of the existing plat, unless prohibited by restrictive covenants or plat notes filed pursuant to these regulations.
  - 1. A developer may apply for a revision to any part of their subdivision.
  - 2. An owner of property within a platted subdivision may apply for a revision affecting their portion of the subdivision.
- b. Petitioners must submit the following to the Commissioners Court:
  - 1. Copies of the proposed revised plat, conforming in all respects to the requirements of these regulations; or, if submitted by a private homeowner who is not the developer of the subdivision, other materials acceptable to the Commissioners Court clearly setting forth the desired amendment.
  - 2. A statement explaining why the proposed revision is being sought.
  - 3. A certificate that the petitioner has complied with the requirements of Section 232.009, Texas Local Government Code.
  - 4. A filing fee, as specified in Appendix S, which may be amended and republished from time to time by the Commissioners Court. The amount of the fee must be based on the cost of processing the application, including publishing notices by the County as required under this chapter.
- c. After a petition for revision or cancellation of a plat is filed with the Commissioners Court, the Commissioners Court must publish a notice of the application in a newspaper of general circulation in the County.

1. The notice must include a statement of the time and place at which the Commissioners Court will meet to consider the application for revision or cancellation and to hear protests of same.
  2. The notice must be published at least three times during the period that begins on the 30th day and ends on the seventh day before the date of the meeting.
- d. If all or part of a subdivision is owned by persons other than a developer, the Commissioners Court must also give notice to each of those owners by certified or registered mail, return receipt requested, at their address within the subdivision. The Commissioners Court is not required to give notice by mail if the plat revision only combines existing tracts.
- e. If the Commissioners Court determines that a requested revision to a plat does not affect a public interest or public property of any type, including, but not limited to, a park, school, or road, the above notice requirements will not apply to the petition and the applicant will:
1. Provide written notice of the petition to the owners of the lots that are within 200 feet of the subdivision plat to be revised, at the mailing addresses for those owners as maintained by the Mason County Appraisal District; and,
  2. The applicant will provide appropriate notice of the petition to the County, who will post notice of the petition continuously on the County website for at least 30 days preceding the date of the meeting to consider the petition for revision or cancellation until the day after the meeting.
- f. During a regular term of the Commissioners Court, the Commissioners Court must permit the revision of a subdivision plat if it is shown to the Commissioners Court that:
1. The revision will not interfere with the established rights of any owner of a part of the subdivided land; or,
  2. Each owner whose rights may be interfered with has agreed to the revision.
- g. If a petitioner obtains unanimous written consent from all owners of the property within a subdivision agreeing to the proposed amendment, the necessity for notice under this subchapter are waived.

## **9.2 Petition for cancellation of subdivision**

- a. A developer or an owner of a portion of a subdivision may petition the Commissioners Court for permission to cancel all or part of a subdivision.
- b. A petition for cancellation must show that the cancellation of all or part of the subdivision will not interfere with the established rights of any person who owns any part of the subdivision or that the other owners agree to the cancellation.
- c. A filing fee, as specified in Appendix S, which may be amended and republished from time to time by the Commissioners Court. The amount of the fee must be based on the cost of processing

the application, including publishing notices by the County as required under this chapter.

d. Notice of an application for cancellation must be published by the County in a newspaper of general circulation within the County one day each week for at least three (3) consecutive weeks. The published notice must direct any person who is interested in the property and who wishes to protest the proposed cancellation to appear at the time specified in the notice.

e. The review and authorization of a petition for the cancellation of a plat by the Commissioners Court will be conducted as specified in Section 232.008, Texas Local Government Code.

### **9.3 Approval of petition**

a. The Commissioners Court may approve a petition to revise or cancel a subdivision upon finding that the revision or cancellation will not interfere with the established rights of any owner of any part of the subdivision, or that each owner whose rights may be interfered has agreed to the revision; and that the plat as revised conforms to the requirements of these regulations.

b. Following the approval of the Commissioners Court, the petitioner may file with the County Clerk a revised plat, or part of plat, or another instrument that indicates the changes made to the original plat.

### **9.4 Vacating plat**

a. A developer may vacate a plat at any time before any lot in the subdivision is sold to a purchaser. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is recorded in the manner prescribed for the original plat.

1. If any lots or tracts in the subdivision have been sold, the plat, or any part of the plat, may be vacated on the application of all the owners of all parts of the subdivision.

2. The County Clerk will write legibly on a vacated plat the word "Vacated" and enter on the plat a reference to the volume and page at which the vacating instrument is recorded.

b. On the execution and recording of a vacating instrument, the vacated plat has no effect.

### **9.5 Amending plat by owners**

a. The Commissioners Court may approve an amended subdivision plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amended plat is signed by the developer or owner of the subject property, and is solely for one or more of the following purposes:

1. To correct an error in a course or distance shown on the preceding plat.
2. To add a course or distance that was omitted on the preceding plat.
3. To correct an error in a real property description shown on the preceding plat.

4. To indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting monuments.
5. To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat.
6. To correct any other type of scrivener or clerical error or omission in the plat previously approved pursuant to these regulations, including lot numbers, acreage, street numbers, and identification of adjacent recorded plats.
7. To correct an error in courses and distances of lot lines between two adjacent lots if:
  - A. Both lot owners join in the petition for amending the plat;
  - B. Neither lot is abolished;
  - C. The amendment does not attempt to remove recorded covenants or restrictions; and,
  - D. The amendment does not have a material adverse effect on the property rights of the other owners in the plat.
8. To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement.
9. To relocate one or more lot lines between one or more adjacent lots if:
  - A. The owners of all those lots join in the petition for amending the plat;
  - B. The amendment does not attempt to remove recorded covenants or restrictions; and,
  - C. The amendment does not increase the number of lots.
10. To replat one or more lots adjacent to an existing road or street if:
  - A. The owners of all those lots join in the petition for amending the plat;
  - B. The amendment does not attempt to remove recorded covenants or restrictions;
  - C. The amendment does not increase the number of lots; and,
  - D. The amendment does not create or require the creation of a new road or street, or make necessary the extension of utility facilities.

b. Notice, a hearing, and the approval of other owners of property within a subdivision are not required for the approval and issuance of an amended plat under this subchapter 10.5.

c. Corrections under this subchapter may be made by a surveyor by filing a certificate of correction in the plat records.

## **Chapter 10**

### **Variance**

#### **10.1 Conditions of Variance**

a. The Commissioners Court may authorize a variance from these regulations when, in its opinion, undue hardship will result from requiring strict compliance.

1. Any person who wishes to receive a variance may apply to the Commissioners Court with a list of, and a detailed justification for, each variance requested.

2. The decision of the Commissioners Court whether to grant or deny a variance is at its complete discretion and will be final.

b. In approving a variance, the Commissioners Court may prescribe conditions that it deems necessary or desirable to protect the public interest. In making their findings, the Commissioners Court will take into account the nature of the proposed use of the land involved and the probable effect of such variances upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity.

c. No variance will be granted unless the Commissioners Court finds:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of these regulations would deprive the applicant of the reasonable use of their land; and,

2. That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area; and,

3. That the granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of these regulations.

d. Variances may be granted only when in harmony with the general purposes of intent of these regulations so that the public health, safety, and welfare may be secured and substantial justice done. Pecuniary hardship to the developer, standing alone, will not be deemed to constitute hardship.

e. The findings of the Commissioners Court regarding a requested variance, together with the specified facts upon which such findings are based, shall be incorporated into the official minutes of the meeting at which the variance is considered.



## **Chapter 11 Enforcement**

### **11.1 Terms of enforcement**

- a. No part of any subdivision may be sold or transferred until the plat is approved and recorded, and all these regulations have been complied with in full.
- b. A utility may not provide utility services, including water, sewer, gas, and electric services, to any structure located within a subdivision unless the owner or developer provides the utility with a copy of a certificate of county approval of subdivision to demonstrate compliance with these regulations.
- c. The Commissioners Court may institute appropriate action in a court of competent jurisdiction to enforce the provisions of these regulations, or the other standards referred to herein. The County reserves the right to seek all remedies, including injunction, prohibition, damages, and criminal penalties in the enforcement of these rules and regulations.
- d. If deeds, contracts of sale, transfers of title, or other transactions dealing with real property in the County do not comply with these regulations, the Commissioners Court may notify the transacting parties to comply with these regulations. In the event the notified party refuses to comply with the requirements of these regulations, the Commissioners Court may take appropriate action to obtain compliance.
- e. Any person violating any provisions of these regulations will be guilty of a Class B misdemeanor, and each act of the violation will constitute a separate offense.

### **11.2 Required disclosures**

- a. The following notations, to be printed in a bold font, in not less than 14-point type, is shall be noted on the plat, and included within all instruments of conveyance from a developer to a purchaser for any part of a subdivision:

**Approval of the subdivision plat for filing does not indicate any agreement or understanding that Mason County will assume responsibility for maintenance of roads, streets, alleys or other areas dedicated to public use on the plat.**

- b. Where a lot or tract in a subdivision is to be served by a private OSSF, an instrument of conveyance for that lot or tract from a developer must bear the following notations in bold, 14-point type:

**"Mason County makes no representation that adequate sewerage facilities will be legally feasible within this subdivision."**

**"All OSSF systems must comply with regulations published by TCEQ."**

c. Where a lot in a subdivision is to be served by a private water supply, an instrument of conveyance or that lot or tract from a developer must bear the following notation in bold, 14-point type:

**"Mason County and the Hickory Underground Water Conservation district (HUUCD) make no representation or guarantee as to the quality or that a present or future adequate water supply exists or is suitable for human consumption or will be available within this subdivision."**

Passed and approved by Mason County Commissioners Court this \_\_\_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Commissioner, Pct. 1

\_\_\_\_\_  
Commissioner, Pct. 2

\_\_\_\_\_  
Commissioner, Pct. 3

\_\_\_\_\_  
Commissioner, Pct. 4

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

\_\_\_\_\_  
County Clerk

## Appendix A

### SUBDIVISION APPLICATION CHECKLIST

**The following tasks must be completed by the developer prior to filing any application for subdivision approval:**

- \_\_\_\_\_ Meet with the Precinct Commissioner at least 15 days prior to the date of filing the application at the subdivision property, to visually inspect the property, review the developer's intentions, establish any special requirements for the plat application, and to discuss the application process.
- \_\_\_\_\_ Confirm whether the planned subdivision will be classified as Tier 1 or Tier 2.
- \_\_\_\_\_ Check the proposed subdivision name for conflicts.
- \_\_\_\_\_ Certificate of Compliance from Mason County Wide Drainage District

**The following items must be included in any application for approval of a Tier 1 subdivision:**

- \_\_\_\_\_ A plat of the proposed subdivision in compliance with these regulations.
- \_\_\_\_\_ Six (6) reduced size (not to scale) copies of the plat.
- \_\_\_\_\_ A digital map or a certificate regarding the availability of a digital map.
- \_\_\_\_\_ A signed receipt from the Mason County Appraisal District for a copy of the plat and digital map, if any, delivered in compliance with these regulations.
- \_\_\_\_\_ A survey of the proposed subdivision in compliance with these regulations.
- \_\_\_\_\_ A certificate from the surveyor who prepared the plat and survey in substantially the form as Appendix F.
- \_\_\_\_\_ A description by the developer of the manner and means of providing drinking water, sewerage, roads, electricity, and drainage structures.
- \_\_\_\_\_ All engineering specifications, drawings, models, calculations, and plans for infrastructure to be constructed comprising a plat application in compliance with these regulations.
- \_\_\_\_\_ A certificate from each engineer confirming compliance of their specifications, plans, and drawings, in substantially the form as Appendix G.
- \_\_\_\_\_ A certificate from CVCOG confirming the private road numbers reserved for roads laid out in the subdivision.

- \_\_\_\_\_ Tax certificates confirming that no property taxes are due and unpaid for the subdivision.
- \_\_\_\_\_ A certificate from the developer confirming that approval of the application and filing of the plat does not mean that the County will be responsible for maintenance of subdivision roads and streets.
- \_\_\_\_\_ If water, sewerage, and electricity are to be provided by a public utility, the developer must submit an executed public utility certificate in substantially the form as Appendix E.
- \_\_\_\_\_ If OSSF is included in the plat application, a certificate from the Mason County Fire Marshall stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements.
- \_\_\_\_\_ If fire hydrants or filler plugs are included in a plat application, a certificate from the public utility serving the subdivision to confirm sufficient water capacity is available to operate the fire hydrants or filler plugs.
- \_\_\_\_\_ All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

**The following items must be included in any application for approval of a Tier 2 subdivision:**

- \_\_\_\_\_ A plat of the subdivision showing the area/acreage of each lot or tract.
- \_\_\_\_\_ Certificates from the developer confirming the following:
  - \_\_\_\_\_ Availability of water and sewage service.
  - \_\_\_\_\_ Compliance with set-back lines.
  - \_\_\_\_\_ Dedication of all necessary utility easements.
  - \_\_\_\_\_ Confirming the installation of culverts in compliance with the County ordinance on culverts.
- \_\_\_\_\_ If OSSF is proposed for the Tier 2 subdivision, a certificate from the Mason County Fire Marshall stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements.
- \_\_\_\_\_ A survey that shows sufficient topographic information adequate to demonstrate that the proposed subdivision will adequately drain and that any proposed development will not alter the natural flow of water to adjoining properties.
- \_\_\_\_\_ All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

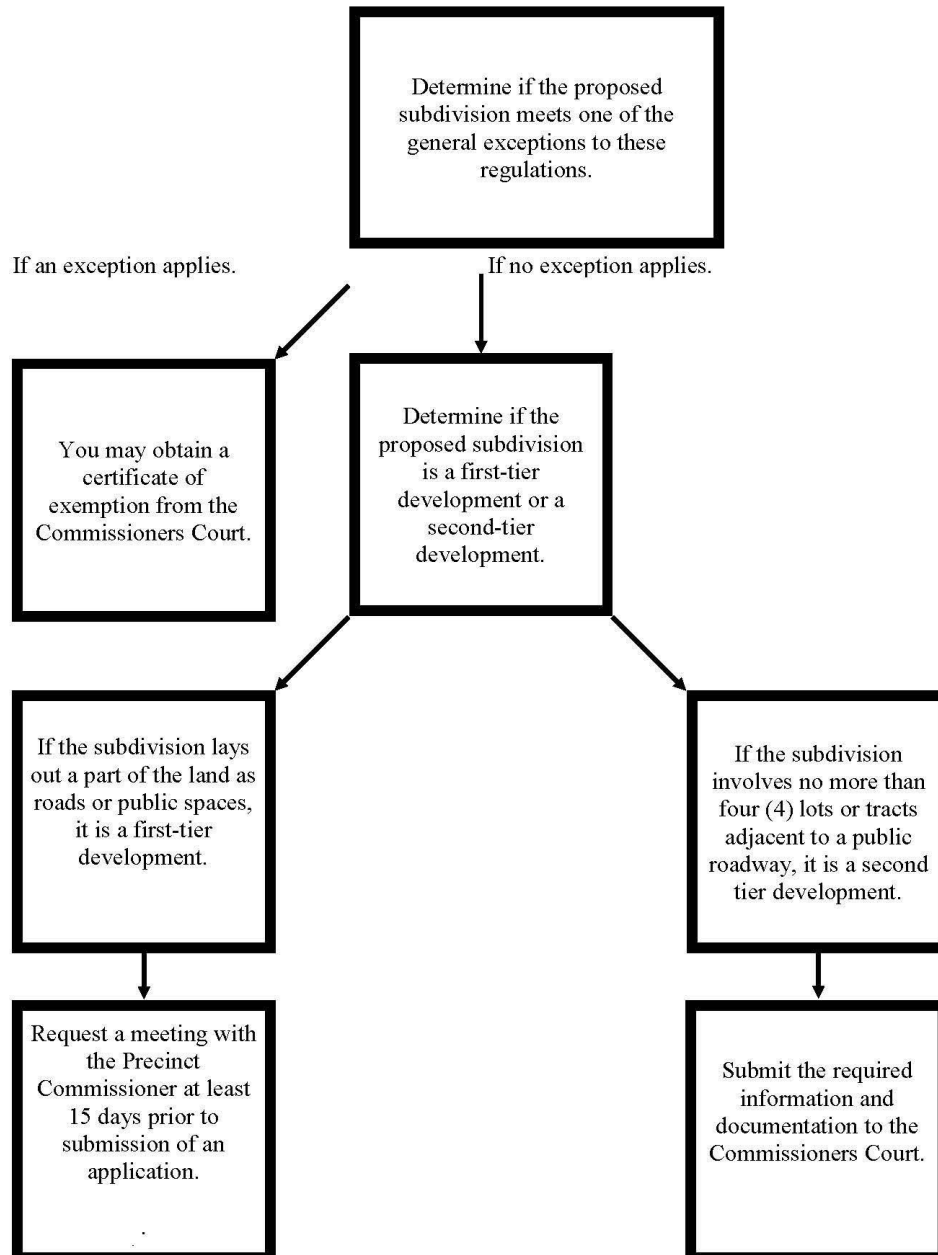
**After an application is approved, the developer must:**

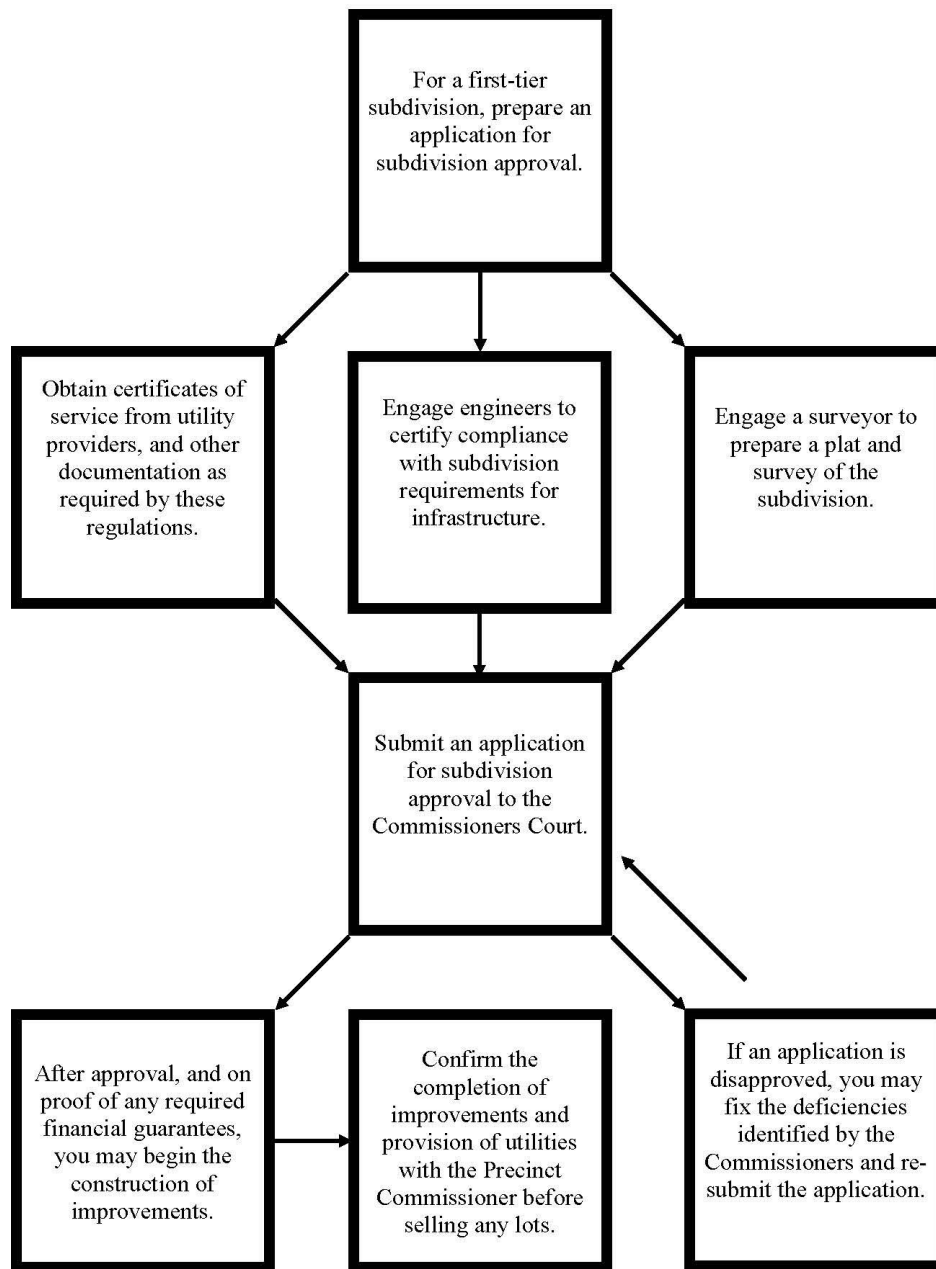
- \_\_\_\_\_ File a plat of the proposed subdivision in compliance with these regulations.
- \_\_\_\_\_ Deliver a copy of the approved plat to CVCOG.
- \_\_\_\_\_ Meet with the Precinct Commissioner to review all materials used in constructing roads in the subdivision.
- \_\_\_\_\_ Ensure that the work described in the plat application is completed in a good and workmanlike manner, in accordance with these regulations, the plat application, and any conditions of the order approving the application.
- \_\_\_\_\_ Advise the Precinct Commissioner of the status of construction prior to expiration of any construction deadline.
- \_\_\_\_\_ All fees due to the County for an approved application must be paid to the County Clerk no later than ten (10) days after the approval of the application.
- \_\_\_\_\_ Submit proof of any required financial security to the Precinct Commissioner no later than thirty (30) days after the approval of the application.

## Appendix B FLOW CHART OF SUBDIVISION APPROVAL

### Appendix B

#### FLOW CHART OF SUBDIVISION APPROVAL





**Appendix C (1)**

**CERTIFICATE OF DEDICATION BY DEVELOPER**

(When the developer is an individual)

**KNOW ALL MEN BY THESE PRESENT**, that I, \_\_\_\_\_, ("Developer") am the developer of certain real property ("the Property"), being \_\_\_\_\_ acres of land out of the \_\_\_\_\_ Survey, Mason County, Texas, as conveyed by deed dated \_\_\_\_\_, and recorded as Instrument No.: \_\_\_\_\_, in the Real Property Records of Mason County, Texas.

*(Note: if the subdivision lies in more than one survey, determine an acreage in each survey and submit a unique certificate for each portion of the subdivision in each original survey.)*

**I DO HEREBY SUBDIVIDE THE PROPERTY**, and henceforth it shall be known as the \_\_\_\_\_ Subdivision, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public (or "owners of the property shown hereon" for private streets) the use of the streets and easements shown hereon.

**WITNESS MY HAND**, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
Developer

**THE STATE OF TEXAS                    §**  
**COUNTY OF MASON                    §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration of therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas



**Appendix C (2)**

**CERTIFICATE OF DEDICATION BY DEVELOPER**

(When developer is a corporation or other legal entity)

**KNOW ALL MEN BY THESE PRESENT**, that \_\_\_\_\_, ("Developer") is an entity organized and existing under the laws of the State of Texas, with its registered office located at \_\_\_\_\_, and is the developer of certain real property ("the Property"), being \_\_\_\_\_ acres of land out of the \_\_\_\_\_ Survey, in Mason County, Texas, as conveyed by deed dated \_\_\_\_\_ and recorded as Instrument No.: \_\_\_\_\_, in the Real Property Records of Mason County.

*(Note: if the subdivision lies in more than one survey, determine an acreage in each survey and submit a unique certificate for each portion of the subdivision in each original survey.)*

**DEVELOPER DOES HEREBY SUBDIVIDE THE PROPERTY**, and henceforth it shall be known as the \_\_\_\_\_ Subdivision, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and does hereby dedicate to the public (or "developer of the property shown hereon" for private streets) the use of the streets and easements shown hereon.

**IN WITNESS WHEREOF** Developer has caused this certificate to be executed by \_\_\_\_\_, duly authorized to act on behalf of Developer, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signatory for Developer

**THE STATE OF TEXAS                    §**  
**COUNTY OF MASON                    §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument as an officer of \_\_\_\_\_ ("Developer") and acknowledged to me that the foregoing was executed in such capacity as the act of said corporation for the purposes and considerations therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State of Texas

## **Appendix D**

### **Certificate of Compliance with Mason County Wide Drainage District rules and regulations.**

## **Appendix E**

### **PUBLIC UTILITY CERTIFICATE**

Public Utility: \_\_\_\_\_

Public Utility Address: \_\_\_\_\_

Subdivision Name: \_\_\_\_\_

"No structure in the subdivision may be occupied until it is connected to facilities maintained by the public utility, subject to approval by the Mason County Commissioners Court."

"The plans for construction of improvements to access service from the public utility comply with all applicable laws and rules, including the Mason County subdivision regulations."

"All fees to be paid by the developer and by the purchasers of parts of the subdivision are detailed in materials attached to this certificate."

"The public utility has or will have the capacity to meet the anticipated needs of the ultimate development and occupancy of the subdivision for a minimum of 30 years."

\_\_\_\_\_  
Signature of Agent for the Public Utility

\_\_\_\_\_  
Date

## Appendix F

### CERTIFICATE OF SURVEYOR

Subdivision Name: \_\_\_\_\_

Surveyor's Name: \_\_\_\_\_

Surveyor's License No.: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT,** that I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the plat and survey of the subdivision comply with the plat and survey related requirements of the Mason County Subdivision Regulations, and I further certify that the plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

\_\_\_\_\_  
Registered Professional Land Surveyor

\_\_\_\_\_  
Date

## Appendix G

### CERTIFICATE OF ENGINEER

Subdivision Name: \_\_\_\_\_

Engineer's Name: \_\_\_\_\_

Engineer's License No.: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that I, the undersigned, a Registered Professional Engineer in the State of Texas, hereby certify that the plans I have created for the above-named Subdivision comply with the engineering related requirements of the Mason County Subdivision Regulations.

\_\_\_\_\_  
Registered Professional Engineer

\_\_\_\_\_  
Date

## Appendix H

### CERTIFICATE OF ON-SITE SEWAGE FACILITY INSTALLER

Subdivision Name: \_\_\_\_\_

OSSF Installer's Name: \_\_\_\_\_

OSSF Installer's License No.: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that I, the undersigned, a licensed On-Site Sewage Facility installer in the State of Texas, hereby certify that I have reviewed the On-Site Sewage Facilities in the plat application for the Subdivision, and the same complies with the related requirements of the Mason County Subdivision Regulations and rules published by TCEQ.

\_\_\_\_\_  
OSSF Installer

\_\_\_\_\_  
Date

## **Appendix I**

### **CERTIFICATE OF PRIVATE ROAD MAINTENANCE**

(When roads are to be maintained as Private Roads)

Subdivision Name: \_\_\_\_\_

"Upon approval of the plat of the subdivision by the Commissioners Court of Mason County, Texas, it is understood that all roads shown thereon are private roads and shall remain the property of the developer and the subsequent owners of the property. The construction, repair, and maintenance of these roads and any associated drainage improvements will be the responsibility of the developer, then of subsequent owners of the subdivision, and will not be the responsibility of Mason County."

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Date

## **Appendix J**

### **CERTIFICATE OF ROAD MAINTENANCE**

(When roads may, in the future, be accepted by Mason County for maintenance)

Subdivision Name: \_\_\_\_\_

"Upon approval of the plat of the subdivision by the Commissioners Court of Mason County, Texas, it is understood that all roads shown thereon are private roads and shall remain the property of the developer and the subsequent owners of the property until such time as the Commissioners Court approves the dedication of the roads to the County for maintenance. Acceptance of the plat of the subdivision does not constitute acceptance of the roads shown hereon by Mason County."

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Date



**Appendix K**

**CERTIFICATE OF COUNTY APPROVAL OF PLAT**

**THE STATE OF TEXAS                   §**  
**COUNTY OF MASON                   §**

I, \_\_\_\_\_, County Clerk of Mason County, Texas, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, the Commissioners Court of Mason County, Texas, passed an Order authorizing the filing for record of the plat of \_\_\_\_\_, a subdivision of Mason County, Texas, that said Order has been duly entered in the minutes of the said Court in \_\_\_\_\_, and that the plat of the subdivision has been recorded at Glide \_\_\_\_\_, in the Plat Records of Mason County, Texas.

**WITNESS MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County Clerk, Mason County, Texas

## **Appendix L**

### **MASON COUNTY PERMIT TO CONSTRUCT DRIVEWAY WITHIN COUNTY ROAD RIGHT-OF-WAY**

Subdivision Name: \_\_\_\_\_

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

County Road: \_\_\_\_\_

I, Commissioner \_\_\_\_\_ of Precinct No. \_\_\_\_\_ Mason County, Texas, ("the Precinct Commissioner") authorize \_\_\_\_\_, hereinafter called the Developer, to construct an access driveway within the County road right of way abutting the County Road; subject to the following terms:

- A. The Developer is responsible for the culvert costs and installation.
- B. All construction and materials shall be subject to inspection and approval by the Precinct Commissioner.
- C. The County reserves the right to require any changes, maintenance, or repairs as may be necessary to provide protection of life or property on or adjacent to the County Road. Changes in design will be made only with approval of the Precinct Commissioner.
- D. Developer shall hold harmless the County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
- E. Developer shall not erect any sign on, or extending over, any portion of the County Road right of way.
- F. Entrances must be constructed in such a way as to keep obstructions from being present in the right of way.
- G. Mail boxes must be mounted on break away stands and be located so that boxes may be serviced and used from off the pavement.
- H. This permit will become null and void if the above referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
- I. Developer will contact the Precinct Commissioner at least twenty-four (24) hours prior to beginning construction which is authorized by this permit.

\_\_\_\_\_  
Precinct Commissioner

\_\_\_\_\_  
Date

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the County Road right of way.

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Date

## Appendix M

### SUMMARY OF MASON COUNTY ROAD STANDARDS

Average Daily Traffic (one-way trips) **	0-1000	1001-2500	2501-5000	5001-15000
Functional Classification	Local Street	Minor Collector	Major Collector	Minor Arterial
Design Speed	25 mph	35 mph	45 mph	55 mph
Number of Lanes	2	2	2	4
ROW Width	60'	60'	70'	100'
Width of Traveled Way	20'	20'	28'	48'
Width of Shoulders	4'	5'	6'	8'
Minimum Centerline Radius	175'	375'	675'	975'
Minimum Tangent Length between Reverse Curves Or Compound Curves	75'	150'	300'	500'
Minimum Radius for Edge of Pavement At intersections	25'	25'	25'	25'
Intersecting Street Angle	80-100	80-100	80-100	80-100
Maximum Grade *	11%	10%	9%	8%
Minimum Street Centerline Offset at Adjacent Intersections	125'	125'	125'	125'
Minimum Stopping Sight Distance	175'	250'	350'	550'
Minimum Intersection Sight Distance	250'	350'	450'	550'
Steepest Ditch Fore Slope Grade	4:1	4:1	4:1	6:1
Roadside Ditch Conveyance (Frequency Event)	10	10	10	10

Any deviation from these standards must be the subject of an approved variance. \*

Lots that are restricted by plat note to one single-family residence shall be presumed to generate 10 one-way trips per day. Average daily traffic for all other lots shall be determined by the precinct

commissioner of their designee. Factors to consider are lot size, other plat restrictions and the potential for future development. \*\*

The entire side ditch shall be totally contained within the road right-of-way or a dedicated drainage easement. Guardrails shall be required wherever the ditch depth exceeds 8' from the edge of the shoulder to the bottom of the ditch on local streets, 6' from the edge of the shoulder to bottom of the ditch on minor collectors and 4' from the edge of the shoulder to the bottom of the ditch on all others larger than a minor collector.

Any development generating more than 15000 average daily traffic counts will be designed according to TxDOT standards.

Any development that exceeds 1,000 trips per day will require that the developer perform a Traffic Impact Analysis and provide recommendations for public improvements to mitigate for the added traffic.

## Appendix N

### REVISION TO PLAT

Subdivision Name: \_\_\_\_\_

Lots or Tracts to be revised: \_\_\_\_\_

Petitioner: \_\_\_\_\_

Petitioner's Mailing Address: \_\_\_\_\_

Petitioner's Phone Number: \_\_\_\_\_

Lienholder (if any): \_\_\_\_\_

(If there is a Lienholder, attach an executed Lienholder's Acknowledgement, Appendix O)

**IF A REVISED PLAT INCLUDES ANY CHANGES TO AN EXISTING UTILITY EASEMENT, RELEASE OF SAID EASEMENTS BY THE UTILITY PROVIDERS IS REQUIRED BEFORE APPROVAL OR FILING OF SAID PLAT.**

The signature affixed below will certify that the owner of the described property does hereby request to revise the plat of the property. The owner certifies that any and all lienholders have acknowledged this revision as per the attached Lienholder's Acknowledgement, if applicable.

\_\_\_\_\_  
Petitioner

**THE STATE OF TEXAS           §  
COUNTY OF MASON           §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration of therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**APPROVED BY THE COMMISSIONERS COURT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

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

\_\_\_\_\_  
County Clerk

## Appendix O

### LIENHOLDER'S ACKNOWLEDGEMENT OF PLAT REVISION

Lienholder: \_\_\_\_\_

Lienholder is the holder of a lien against the property described within the Revision to Plat, said lien being evidenced by instrument of record at Instrument No.: \_\_\_\_\_, of the Real Property Records of Mason County, Texas, do hereby in all things subordinate to said Revision of Plat said lien. Lienholder hereby confirms that it is the present owner of said lien and have not assigned the same nor any part thereof.

\_\_\_\_\_  
Signatory on behalf of Lienholder

**THE STATE OF TEXAS           §**  
**COUNTY OF MASON           §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known by me to be the person with authority to execute this instrument on behalf of \_\_\_\_\_ ("Lienholder") whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration of therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**Appendix P**

**CERTIFICATE OF DEVELOPER**

Subdivision Name: \_\_\_\_\_

Lots or Tracts to be revised: \_\_\_\_\_

Applicant: \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

Applicant's Phone Number: \_\_\_\_\_

Lienholder (if any): \_\_\_\_\_

(If there is a Lienholder, attach an executed Lienholder's Acknowledgement)

**IF A REVISED PLAT INCLUDES ANY CHANGES TO AN EXISTING UTILITY EASEMENT, RELEASE OF SAID EASEMENTS BY THE UTILITY PROVIDERS IS REQUIRED BEFORE APPROVAL OR FILING OF SAID PLAT.**

The signature affixed below will certify that the owner of the described property does hereby request to revise the plat of the property. The owner certifies that any and all lienholders have acknowledged this revision as per the attached Lienholder's Acknowledgement, if applicable.

\_\_\_\_\_  
Applicant

**THE STATE OF TEXAS                   §**  
**COUNTY OF MASON                   §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration of therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas



## Appendix Q

### Sample Form-or functional equivalent approved by Commissioners Court

Figure: 31 TAC §364.54(a)

#### APPENDIX 2A: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM

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

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

#### Recitals

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

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

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

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

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

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

#### Subdivider's Obligations

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

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

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

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

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

#### County's Obligations

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

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

Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. Use of Proceeds. The County will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the County's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the County pursuant to one or more draws under the Letter of Credit shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are disbursed by the County. The County may disburse all or portions of the Escrowed Funds as Improvements are completed and accepted by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of Improvements. Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the County to the Issuer of the Letter of Credit no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

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

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

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

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

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

event described by subparagraphs (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraphs (b) or (c), the Issuer or the Subdivider may deliver to the County a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the County a substitute or confirming Letter of Credit.

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

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

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

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

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

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

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



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

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

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

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

if to Subdivider:

Attn: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

if to County:

Attn: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office or Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Subdivider

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

EXHIBIT B: SUBDIVISION IMPROVEMENTS

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

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

- |    |  |
|----|--|
| a) |  |
| b) |  |
| c) |  |

(b) Bonds. A bond that is submitted in compliance with subsection (a) of this section shall meet the following requirements.

(1) The bond or financial guarantee shall be payable to the county judge of the county, in his official capacity, or the judge's successor in office.

(2) The bond or financial guarantee shall be in an amount determined by the commissioner's court to be adequate to ensure proper construction or installation of the public or non-public water facilities, and wastewater facilities to service the subdivision, including reasonable contingencies, but in no event shall the amount of the bond be less than the total amount needed to serve the subdivision as established by the engineer who certifies the plat.

(3) The bond shall be executed with sureties as may be approved by the commissioner's court. The county shall establish criteria for acceptability of the surety companies issuing bonds that include but are not limited to:

(A) registration with the Secretary of State and be authorized to do business in Texas;

(B) authorization to issue bonds in the amount required by the commissioner's court; and

(C) rating of at least B from Best's Key Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bond shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.

(4) The bond shall be conditioned upon construction or installation of roads, streets, drainage, utility easements, water and wastewater facilities meeting the criteria established by Division 2 of this subchapter and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioner's court.

(c) Letter of credit. A letter of credit that is submitted in compliance with subsection (a) of this section shall meet the following requirements.

(1) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$10,000 and less than \$250,000 must be from financial institutions which meet the following qualifications.

(A) Bank qualifications:

- (i) must be federally insured;
- (ii) Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets; and
- (iii) Total assets must be at least \$25 million.

(B) Savings and loan association qualifications:

- (i) must be federally insured;
- (ii) tangible capital must be at least 1.5% of total assets and total assets must be greater than \$25 million or tangible capital must be at least 3.0% of total assets if total assets are less than \$25 million; and
- (iii) Sheshunoff rating must be 30 or better.

(C) Other financial institutions qualifications:

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

(2) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$250,000 must be from financial institutions which meet the following qualifications.

(A) Bank qualifications:

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

(B) Savings and loan association qualifications:

- (i) must be federally insured;

(ii) tangible capital must be at least 3.0% of total assets and total assets must be greater than \$75 million, or tangible capital must be at least 5.0% of total assets if total assets are less than \$75 million; and

(iii) Sheshunoff rating must be 30 or better.

(C) Other financial institutions qualifications:

(i) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and

(ii) the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.

(3) The letter of credit shall list as sole beneficiary the county judge of the county, in his official capacity, or the judge's successor in office, and must be approved by the county judge of the county. The form of the letter of credit shall be modeled after the form attached form:

Figure: 31 TAC §364.54(c)(3)

APPENDIX 2B. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM

IRREVOCABLE LETTER OF CREDIT NO.

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

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

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

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

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

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

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

Address of Issuer:

Signature of Issuer's Authorized Officer

Printed Name:

Title:

(4) The letter of credit shall be conditioned upon installation or construction of roads, streets, drainage, utility easements, water and wastewater facilities meeting the criteria established under this subdivision regulation and upon construction of all required facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioner's court.



(d) Financial guarantee. The county will determine the amount of the bond, letter of credit, or cash deposit required to ensure proper construction of adequate roads, streets, drainage, utility easements, water and wastewater facilities in the subdivision.

(e) Alternative to county accepting a financial guarantee. The county may approve a final plat under this section without receiving a financial guarantee in the name of the county if:

(1) the property being subdivided lies wholly within the jurisdiction of the county;

(2) the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and

(3) the municipality has executed an interlocal agreement with the county that imposes the obligation on the municipality to:

(A) accept the bonds, letters of credit, or other financial guarantees, that meet the requirements of this section;

(B) execute the construction agreement with the subdivider; and

(C) assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

## Appendix R

### Sample Form-Or functional equivalent subject to approval of Commissioners Court

County of *[name of county]*

KNOW ALL BY THESE PRESENTS:

*[Name of principal]*, of *[address of principal]*, as principal (the “contractor”), and *[name of surety]*, a Texas corporation admitted to do business in Texas as a surety, as surety, are bound to *[name of County]*, as obligee (“the County”), in the amount of \$*[dollar amount of bond]*, for the payment of which contractor and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

The conditions of the above bond are as follows: on *[date of original contract]*, contractor entered into a Subdivision Application with County for *[description of work]* for the sum of \$*[dollar amount of contract price]*.

Under the terms of the specifications for the work, contractor is required to give a bond equal to *[100 percentage of bond]*% of the amount of the projected cost of improvements to the real property within the subdivision to protect the County against the result of faulty materials or workmanship for a period of *[number of months]* months after completion and acceptance of the work.

For the reasons recited above, and in consideration of the mutual covenants of the parties, the parties agree as follows:

If the contractor shall for a period of twenty-four (24) months from and after the date of completion and acceptance of the work by the County, replace defects arising in the work, whether resulting from defective materials or defective workmanship, the above obligation is void; otherwise it will remain in full force and effect.

Principal:

*[Name of subcontractor]*

By:

\_\_\_\_\_  
*[Name of subcontractor’s authorized representative]*

Surety:

*[Name of surety]*

By:

\_\_\_\_\_  
*[Name of surety’s authorized representative]*

Subscribed and sworn to before me on \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*[Notary information per statute]*

## Appendix S

### SUBDIVISION DEVELOPMENT FEES

The following are a list of development fees for Mason County. These fees are subject to change.

#### Application Fees:

Subdivision Initial Plat                      \$3000.00 + \$100.00 per lot

Subdivision Re-Plat                      \$1500.00 + \$50.00 per lot

#### Recording Fees:

Subdivision Initial Plat:                      \$1000.00

Subdivision Re-Plat                      \$500.00

Drainage Review Fee:                      Reference Drainage Review Fee Ordinance PASSED

AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
County Clerk

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

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

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

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

## Appendix T

## **Appendix U**

### **AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE MUNICIPALITY WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE MUNICIPALITY**

**This Agreement is made by and between the City of Mason, a municipality located within Mason County, Texas (hereinafter "the City") and Mason County, a political subdivision of the State of Texas (hereinafter "the County"), as required by Section 242.001 of the Texas Local Government code.**

**WHEREAS,** the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

**WHEREAS,** pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

**WHEREAS,** pursuant to Chapter 232 of the Texas Local Government Code, the county has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

**WHEREAS,** Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

**WHEREAS,** Chapter 242 of the Texas Local Government Code further requires counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

### **AGREEMENT**

- 1.1 The County and the City agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction (ETJ) of the City.
- 1.2 In consideration of this agreement, the City agrees that it will provide the County with a copy of all **current rules** and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule of regulation pertaining to subdivisions of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the County. Proposed developments may be subject to additional county subdivision requirements.
- 1.3 In further consideration of this agreement, the City agrees that if it receives any application or request for variance or exception to a rule or regulation applicable subdivision of property within its extraterritorial jurisdiction, it **will give** notice of the application or request to the County and provide the County and opportunity to comment on the application or request before consideration of the application or request.
- 1.4 As required by Section 242.002 of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;
- 1.5 The City specifically agrees that because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.

- 1.6 The County agrees that because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do SO.
- 1.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

#### **TERM OF AGREEMENT**

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party no later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement, providing for subdivision regulation within the City's extraterritorial jurisdiction.

**IN WITNESS WHEREOF**, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

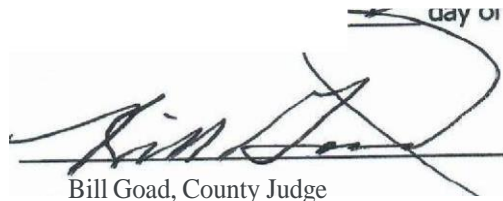
**AGREED** to and **ADOPTED** by the Commissioners Court of Mason County, Texas on the 12 day of August, 2002.

Attest:



**AGREED** to and **ADOPTED** by City Commission of the City of Mason, on the 8 day of July, 2002.

Attest:



Bill Goad, County Judge

(Signature lost in conversion from PDF to Word.)

Connie Stockbridge, Mayor