

Exh. 101227-19

**ORDER OF THE LIMESTONE COUNTY COMMISSIONERS
COURT ESTABLISHING SUBDIVISION REGULATIONS AND
PLAT REQUIREMENTS**

On this 27 day of December, 2010, the Commissioners Court of Limestone County, Texas, after a public hearing thereon, adopted this Order of the Limestone County Commissioners Court Establishing Subdivision Regulations and Plat Requirements (hereinafter "Order") on the Motion of Commissioner Mc Carver, the second of Commissioner Kirven and the vote of the Commissioners which tallied 5 Ayes to 0 Nays. The Order is as follows:

I. General Provisions

1.1 **Authority.** This Order is adopted in accordance with Chapter 232 of the *Local Government Code* (V.T.C.A.) and Water Code, § 16.350. Notwithstanding any provision to the contrary, these rules apply only to a subdivision which creates two or more parts of five acres or less intended for residential purposes. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.

1.2 **Purpose.** The regulations contained herein are intended to protect the health, safety and welfare of citizens of Limestone County, Texas. These regulations have been adopted to: (1) provide minimum standards by which land may be subdivided and developed for the benefit of citizens of Limestone County, Texas, (2) provide for the orderly development of land, (3) provide developers with guidance and assistance in the preparation and approval of plats, (4) prevent the citizens and taxpayers of Limestone County from being burdened with substandard development or poor quality road construction, (5) to ensure that adequate water and wastewater facilities are provided in subdivisions within the jurisdiction of this county, (6) to apply the minimum state standards for water and wastewater facilities to these subdivisions, and (7) protect natural resources, the public health and welfare, and the enjoyment of property in Limestone County, Texas. The Commissioners Court of Limestone County, Texas, after public notice, investigation, and hearing, finds and hereby declares that this Order is necessary and appropriate to accomplish the purposes enumerated above.

1.3 **Effective Date**

These rules become effective on the 27 day of Dec., 2010

1.4 **Repealer**

Provisions of Order(s) Number NA adopted on the 8th day of March 2004 are hereby repealed, except as to such sections which are retained herein.

1.5 Application.

1.5.1 This Order applies to the unincorporated areas of Limestone County, Texas. Whenever a tract proposed to be subdivided lies within the extraterritorial jurisdiction of a municipality, the tract is subject to the subdivision regulations of both the municipality and the County unless Subsection 1.5.2 applies. The Applicant shall first obtain the approval of the plat from the municipality if it has an applicable subdivision ordinance before bringing the plat to the County for consideration. In the event of a conflict between the provisions of this Order and an applicable municipal ordinance, the stricter regulation shall apply. The Applicant bears the burden of establishing to the Commissioners Court that no municipal subdivision approval is required.

1.5.2 If an Interlocal Cooperation Agreement has been entered into by Limestone County and the municipality as to the regulations which apply in the municipality's extraterritorial jurisdiction pursuant to Section 242.001 of the *Local Government Code* and Chapter 791 of the *Government Code*, the applicable regulations shall be as directed in the Interlocal Cooperation Agreement.

1.6 Supersession

These rules supersede any conflicting regulations of the county.

1.7 Definitions.

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

1.7.2 Applicant means an owner or authorized agent of the owner of the tract to be subdivided seeking approval of a proposed subdivision pursuant to these Regulations.

1.7.3 Commission: The Texas Commission on Environmental Quality and any of its predecessor or successor entities.

1.7.4 Commissioners Court: The Commissioners Court of Limestone County, Texas.

- 1.7.5 County: Limestone County
- 1.7.6 County Engineer: The County Engineer of Limestone County.
- 1.7.7 County Judge: The County Judge of Limestone County.
- 1.7.8 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.
- 1.7.9 Easement: A right given by the owner of a parcel of land to another person, public agency or private corporation for specific and limited use of that parcel.
- 1.7.10 Engineer: A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
- 1.7.11 Lot means any parcel of land to be created by the division of a tract pursuant to the proposed subdivision, including the remainder of the original tract.
- 1.7.12 Non-public Water System: Any water system supplying water for domestic purposes which is not a public water system.
- 1.7.13 OSSF: On-site sewage facilities as that term is defined in rules and/or regulations adopted by the commission, including, but not limited to, 30 TAC Chapter 285.
- 1.7.14 Plat: A map of a tract of land which represents the plan for the development of a subdivision.
- A. Proposed Preliminary Plat: A map of a proposed land subdivision showing the character and proposed layout of the tract in sufficient detail to indicate the suitability of the proposed development.
- B. Final Plat. A map of a land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, and with complete bearings and dimensions of all lines defining lots and blocks, roads, alleys, public areas and other important information.
- 1.7.15 Platted: Recorded with the county in an official plat record.
- 1.7.16 Public water system: A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which

includes all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage, and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Two or more systems with each having a potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms "individual" or "served," an individual shall be deemed to be served by a water system if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.

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

1.7.18 Retail Public Utility: Any entity meeting the definition of a retail public utility as defined in Water Code § 13.002.

1.7.19 Road: Any thoroughfare, including a street, which affords a means of access between various land use activities.

A. Artery, Arterial Road or Arterial Street: A principal traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect parts of the geographic area connected thereto with the County and State road systems. For example, roads roughly equivalent to a Farm-to-Market Road.

B. Collector Road or Street: A road providing for travel between Local Streets and the Arterial Street network, or serving multi-family development or neighborhood centers or services such as schools, parks, or fire stations.

C. Local Road or Street: A street or road which is intended primarily to serve traffic within a neighborhood or limited residential area, and which is not continuous throughout several residential areas.

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

- E. Cul-de-Sac: A local road having one end open to vehicular traffic and having one closed end terminated by a turnaround.
- 1.7.20 Right-of-Way: A parcel of land that is occupied or is intended to be occupied as a road, street, or alley, including the area for the Roadway, and all additional areas needed for ditches, shoulders, drainage facilities and other such matters required for the Road or Street.
- 1.7.21 Roadway: That portion of any road, between curbs or shoulders, designated for vehicular traffic.
- 1.7.22 Sewerage Facilities: The devices and systems which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.
- 1.7.23 Subdivider or Developer: Any person, partnership, firm association, corporation (or combination thereof), or any officer, agent employee, servant or trustee thereof, who performs or participated in the performing of any act toward the subdivision of land, within the intent, scope and purview of these regulations.
- 1.7.24 Subdivision: The division of a tract or parcel of land into two (2) or more parts for the purpose of laying out lots, roads, 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 roads, alleys, squares, parks, or other parts. A subdivision includes re-subdivision (replat) of land which was previously divided.
- 1.7.25 TAC: Texas Administrative Code, as compiled by the Texas Secretary of State.
- 1.7.26 Variance: A form of relief granted to a subdivider by the Commissioners Court, and granted on the basis of the criteria set out in this Order.
- 1.7.27 Water Facilities: Any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.
- 1.8 Compliance. An owner who subdivides a tract of land must comply with the regulations contained in this Order. Failure to do so will result in civil and/or criminal penalties.

II. Platting

2.1 Plat Required.

2.1.1 The owner of a tract of land located outside of the corporate limits of a municipality must have a plat of the subdivision prepared and approved according to this Order if the owner divides the tract into two or more parts. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds and contracts for deeds.

2.1.2 No subdivided land shall be sold or conveyed until the subdivider:

- (a) has received approval of a final plat of the tract; and
- (b) has filed and recorded with the county clerk of the county in which the tract is located a legally approved plat.

2.1.3 The plat is to lay out:

- (a) a subdivision of the tract, including an addition;
- (b) lots, or
- (c) roads, 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 roads, alleys, squares, parks or other parts.

2.1.4 A division of a tract for purposes of this Order includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed, by using a contract of sale or other executory contract to convey, or by using any other method, including parceling out for rental. The final plat must be approved by the Commissioners Court and recorded in the Official Public Records of Limestone County prior to any actual subdivision of the tract.

2.2 Exceptions to Plat Requirement.

2.2.1 No plat is required for the subdivision of a tract of land IF the owner does not lay out a part of the tract for roads, 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 roads, alleys, squares, parks, or other parts, AND the land is to be used primarily for agricultural use, as

defined in 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. If a tract excepted from platting by this subsection ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use, the platting requirements of this Order apply.

- 2.2.2 No plat is required for the subdivision of a tract of land to be divided into four (4) or fewer parts, where no roads, 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 roads, alleys, squares, parks or other parts are laid out, IF each of the lots is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree of consanguinity or affinity, as determined under Chapter 573, *Government Code*. If any lot is sold, given or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this Order shall apply.
- 2.2.3 No plat is required if the tract is divided into two (2) or more parts IF all of the lots of the subdivision are more than 10 acres in area AND the owner of the tract does not lay out any roads, alleys, squares, parks or other parts intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the roads, alleys, squares, parks or other parts.
- 2.2.4 No plat is required if the owner divides a tract into two (2) or more parts, AND does not lay out any roads, alleys, squares, parks or other parts intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the roads, alleys, squares, parks or other parts, AND all of the lots are sold to veterans through the Veterans Land Board program.
- 2.2.5 No plat is required for the subdivision of land belonging to the State of Texas or any state agency, board, or commission, or owned by the permanent school fund or any other dedicated funds of the State UNLESS the subdivision lays out roads, 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 roads, alleys, squares, parks, or other parts.
- 2.2.6 No plat is required if the tract is divided into two (2) or more parts AND (1) the owner of the land is a political subdivision, (2) the land is situated in a floodplain, and (3) the lots are sold to adjoining landowners.

- 2.2.7 No plat is required if the owner divides a tract into two (2) or more parts, IF (1) the owner does not lay out any roads, alleys, squares, parks or other parts intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the roads, alleys, squares, parks or other parts, AND (2) one new part is to be retained by the Owner, AND (3) the other new part is to be transferred to another person who will further subdivide the tract subject to the plat requirements of this Order.
- 2.2.8 No plat is required for a division of a tract into two (2) or more parts, IF (1) the owner does not lay out any roads, alleys, squares, parks, or other parts intended for dedication to public use or for the use of purchasers or owners of the lots fronting on or adjacent to the roads, alleys, squares, parks, or other parts, AND (2) all parts are transferred to persons who owned an undivided interest in the original tract, and a plat is filed before any further development of any part of the tract.
- 2.2.9 No plat is required where the division of a tract is the result of an acquisition of a part of the tract by eminent domain proceedings, or by sale to an entity having the power of eminent domain in lieu of such proceedings.
- 2.2.10 No plat is required for a Manufactured Home Rental Community as defined by ' 232.007 of the Local Government Code, however, such shall be subject to any infrastructure regulations adopted by the County pursuant to said statute.
- 2.2.11 No plat is required if the tract of land divided out from a larger tract is to be used solely for financing of the construction of a building or residence, or the refinancing of an existing building or residence, with no change in ownership of the Property.
- 2.2.12 No plat is required IF the owner does not lay out a part of the tract for roads, alleys, squares, parks or other parts to be dedicated to the public or for the use of purchasers or owners of lots fronting on or adjacent to such parts, AND all parts are transferred to persons having an undivided interest in the tract. However, a plat is required before further development of any part of the tract.
- 2.3 Plat Approval Process. No plat of a subdivision subject to this Order shall be filed of record in the Official Public Records of Limestone County, Texas until such plat has been approved by the Limestone County Commissioners Court, and such approval has been entered in writing on the final plat in accordance with the provisions of this Order. The County Engineer shall develop a written list of the documentation and other information that must be submitted with a plat application to be issued to Applicants. If the plat application does not contain all of the documentation or other information required, the County Engineer shall, not later than the 10th business day

after the receipt of the application, notify the Applicant of the missing documents or other information. The Applicant may submit the missing documents or information within five (5) days of receipt of notice. Notice is considered delivered and received when actually delivered by personal service, or when posted to the U.S. mail deliverable to the address provided by the Applicant.

2.3.1 Preliminary Plats. A preliminary plat of the proposed subdivision at a scale not smaller than two hundred feet to one inch shall first be submitted to the Commissioners Court for approval before the preparation of the final plat. Six (6) copies of the plat shall be tendered to the County Engineer. Such preliminary plat shall show or be accompanied by the following information:

- (a) Name of the proposed subdivision, which shall not be the same or deceptively similar to any other subdivision within the County unless the subdivision is an extension of a pre-existing, contiguous subdivision,
- (b) Date, approximate North point, and scale,
- (c) Describe the proposed subdivision by metes and bounds, and locate the subdivision with respect to an original corner of the original survey of which it is part,
- (d) Identify the approximate acreage and dimensions of each block and each lot,
- (e) Identify the location and dimensions of existing and proposed roads and their right-of-way, easements, alleys, squares, parks, or other parts intended for public use or for the use of purchasers or owners of lots fronting on or adjacent to them,
- (f) Existing topographic contours at two-foot intervals for subdivisions where roads are proposed, and ten-foot intervals for all other subdivisions.
- (g) Indicate the tentative proposed land use,
- (h) Identify the location, size and flow line of existing and preliminary proposed drainage structures,
- (i) A preliminary drainage plan depicting the anticipated flow of drainage onto and from the subdivision and showing all major physical features on or adjacent to the property, including water courses, 100 year floodplain boundaries, ravines, bridges, and culverts,

- (j) A designation of each road as "Artery", "Collector", or "Local" as defined in this Order,
- (k) Identify the name and address of the Owner or Owners,
- (l) Identify the name and address of the surveyor and/or engineer,
- (m) Identify the proposed source of water service to the subdivision. If the source of water supply intended for the subdivision is groundwater under the land for which a subdivision is proposed, the plat must have attached to it a statement prepared by an engineer registered to practice in the State of Texas which certifies that adequate ground water is available for the subdivision. The certification must be in the form required by the Texas Commission on Environmental Quality ("TCEQ"),
- (n) Certification that all lots not served by a municipal sewer service have been designed in compliance with the On-Site Sewage Facilities Regulations of Limestone County,
- (o) Identify whether roads are to be Private Roads as defined in this Order, and
- (p) Contain the following notice: "Preliminary Plat for Inspection Purposes Only."

2.3.2 Approval of Preliminary Plat. The Commissioners Court will render a decision on the preliminary plat within thirty (30) days after its submission to the County Engineer unless the time is extended by the agreement of the Applicant. Such decision may consist of approval, disapproval, or conditional approval. Conditional approval shall be considered to be approval subject to conditions prescribed by the Commissioner's Court, but shall be deemed to be a disapproval of such plat until the conditions are met. All objections to the preliminary plat, or conditions imposed, shall be furnished to the Applicant in writing. Approval of the preliminary plat shall be deemed an expression of approval only of the arrangements and approximate size of roads, lots and blocks, and the basis for proceeding with the final plat approval process. Unless the preliminary plat is followed by a final plat approval within one year, the preliminary plat lapses.

2.3.3 Final Plats. The final plat shall be drawn to a scale of one (1) inch equals one hundred (100) feet on an eighteen inch (18") by twenty-four inch (24")

Mylar sepia plastic medium which is rolled, not folded, and where necessary, may be on several sheets accompanied by an index sheet showing the entire subdivision. The final plat and six (6) copies thereof shall be submitted to the County Engineer. The final plat shall show or be accompanied by the following information:

- (a) An accurate boundary survey of the property, with bearings and distances, referenced to survey lines and established subdivisions, showing pertinent data concerning property immediately adjacent in dashed lines, and a description of the subdivision by metes and bounds,
- (b) Location of the subdivision with respect to the original corner of the original survey of which it is a part,
- (c) Lot and block numbers of each lot and block,
- (d) Acreage of all lots, calculated to the nearest one-hundredth of an acre,
- (e) Right-of-way lines of roads and alleys, property lines of lots, parks, squares, and other sites with accurate dimensions, bearing or deflection angles, and radii, arcs and central angles of all curves,
- (f) Name and right-of-way width of each road or other right-of-way,
- (g) Locations, dimensions and purpose of any easements,
- (h) The location of minimum building setback lines from all roads on lots and other sites,
- (i) Location and description of monuments, which shall be placed at each corner of the boundary survey of the subdivision. Permanent lot markers shall be placed at each lot corner,
- (j) Complete dimensions for front, rear and side lot lines,
- (k) Plat certificates:
 - (1) Surveyor's or engineer's certificate by the Owner's surveyor or engineer, to be placed on the subdivision plat:

"KNOW ALL MEN BY THESE PRESENTS:

That I, _____, do hereby certify that I made an actual and accurate survey of the platted land and that the corner monuments shown on the foregoing plat were properly placed under my personal supervision, in accordance with the Subdivision Regulations of Limestone County, Texas."

- (2) A certificate of the County Engineer that he/she has reviewed the final plat and submittals, and such are in compliance with this Order:

"CERTIFICATE OF COMPLIANCE:

I, _____, County Engineer for Limestone County, Texas, have reviewed the submitted Final Plat and other required submittals, and have determined that such is in compliance with the Order of the Limestone County Commissioners Court Establishing Subdivision Regulations and Plat Requirements."

- (3) Certificate of approval by the Commissioners Court to be placed on plat:

"Approved this the _____ day of _____, 20____, by the Commissioners Court of Limestone County, Texas.

County Clerk

County Judge

- (l) The owner or proprietor of the tract to be subdivided, or the owner or proprietor's agent must acknowledge the plat in the manner required for acknowledgement of deeds,
- (m) A certificate of ownership and dedication to the public of all roads, alleys, squares, parks or other part of the land to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the road, alley, square, park or other part, signed and acknowledged before a notary public by the owner(s) and the holders of any liens against the land. This should also be evidenced by a separate recordable instrument (i.e. dedication deed, easement, etc.),

- (n) Construction plans for all proposed roads and drainage improvements,
- (o) A tax certificate or tax certificates showing that all taxes have been paid on the land,
- (p) Existing topographic contours at two feet intervals for subdivisions where roads are proposed, and ten foot intervals for all other subdivisions,
- (q) Indicate the proposed use of the land,
- (r) A final drainage plan depicting the anticipated flow of drainage onto and from the subdivision, showing all major physical features on or adjacent to the property, including water courses, 100 year floodplain boundaries, ravines, bridges and culverts; and showing any drainage structures or drainage improvements proposed to be constructed on the property,
- (s) A designation of each road as "Artery", "Collector", "Local", or "Private" as defined in this Order,
- (t) Identify the source of water service to the subdivision,
- (u) Final Engineering Report

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

(1) Public water systems.

(A) Where water supplies are to be provided by an existing

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

(B) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§ 230.1 through 230.11 for water availability for a public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply then the final engineering report shall include evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

(2) Non-public water systems. Where individual wells are proposed for the supply of drinking water to residences, the

final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with § 364.32 of this title. The results of such analyses shall be made available to the prospective property owners. If the water quality of the test well required pursuant to § 364.32(b) of this title does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§ 230.1 through 230.11 for water availability for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The description of the required sanitary control easement shall be included.

(3) Organized sewerage facilities.

- (A) Where wastewater treatment is to be provided by an existing retail public utility, the subdivider shall furnish evidence of a contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1B and referenced in § 364.33(a)(2) of this title. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the commission and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project.
- (B) Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the commission. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate build-out population of the subdivision shall

have been obtained from the commission and plans and specifications for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.

- (4) On-site sewerage facilities. Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC § 285.4(c), including the site evaluation described by 30 TAC § 285.30 and all other information required by the county's OSSF order.
- (v) Easements shall be provided for existing utility lines on the property, and easements for proposed utility lines/improvements shall be identified and shown on the face of the plat, and
- (w) Any required bond or security for construction of proposed roads and drainage improvements.
- (x) Prerequisites to approval. Final plat approval shall not be granted unless the subdivider has accomplished the following:
 - (1) dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail public utility responsible for operation and maintenance of the facilities; and
 - (2) provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from the commission of the plans and specifications for such construction, including any change orders filed with these agencies; or
 - (3) obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial agreement with the county secured by a bond or other alternative financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bond or financial guarantee meeting the criteria established in Division 3 of this subchapter.

2.3.4 Approval. Prior to the Commissioners Court considering the final plat, the County Engineer shall review the same and make his recommendations in

writing to the Commissioners Court. The Commissioners Court shall render a decision on the final plat within thirty (30) days after the final plat is filed with the County Engineer, unless such time is extended upon agreement of the Applicant. Such decision shall consist of approval or disapproval. If a final plat is disapproved by the Commissioners Court, the Applicant shall be informed in writing of the action. The Applicant may submit a corrected final plat within sixty (60) days of the date he receives notice of the disapproval without the preliminary plat becoming null and void. Failure of the Commissioners Court to approve a final plat within the time specified will result in the plat being deemed approved.

2.3.5 **Recordation.** Following approval of the final plat and the execution of all required certificates thereon or accompanying the same, the approved final plat may be filed in the Official Public Records of Limestone County with the County Clerk. Plat recordation is also subject to the requirements of Section 12.002 of the *Property Code*.

2.3.6 **Revision of Plat.** A person who has subdivided land that is subject to this Order may apply in writing to the Commissioners Court for permission to revise the subdivision plat filed for record with the County Clerk. After the application is filed with the Commissioners Court:

- (a) The Commissioners Court shall publish a notice of the application in a newspaper of general circulation in the County. The notice must include a statement of the date, time and place at which the Commissioners Court will meet to consider the application and to hear protests to the revision of the plat. The notice must be published at least three (3) times during the period that begins on the 30th day and ends on the 7th day before the date of the meeting. If all or part of the subdivided tract has been sold to non-developer owners, the Commissioners Court shall give notice to each of those owners by certified or registered mail, return receipt requested, at the owner=s address in the subdivided tract. Such notice is not required if the plat revision only combines existing tracts belonging to the applicant. However, the Owner of the tracts must apply for the revision. The cost of such publication and notices shall be paid by the applicant, and
- (b) the Commissioners Court shall adopt an order at a regular meeting to permit the revision of the subdivision plat if the Commissioners Court finds 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, and
- (3) the plat as revised would comply with this Order.

If the Commissioners Court permits a person to revise a subdivision plat, the person may make the revision by filing for record with the County Clerk a revised plat or part of a plat that indicates the changes made to the original plat.

- (c) The procedure hereunder is based on the procedure required by §232.009 of the Local Government Code. Any change to that statute will govern and amend or supplement this subsection.

2.3.7 Cancellation of Plat. A person owning real property not located within a municipality or the extraterritorial jurisdiction of a municipality which has been subdivided may apply to the Commissioners Court for permission to cancel all or part of the subdivision, including a dedicated easement or road, to reestablish the property as acreage tracts as it existed before the subdivision. Prior to taking action on the application, the Commissioners Court shall publish notice of the application in a newspaper of general circulation in the County at least three (3) weeks before the date on which action is taken on the application. 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 date and time specified in the notice. The cost of publication shall be paid by the applicant. If, after the notice and hearing, the application shows that the cancellation of all or part of the subdivision does not interfere with established rights of any purchaser who owns any part of the subdivision, or it is shown that the purchaser agrees to the cancellation, the Commissioners Court shall, at a regular meeting, by order authorize the owner of the subdivision to file an instrument canceling the subdivision in whole or in part.

On application for cancellation of a subdivision or any phase or identifiable part of a subdivision, including a dedicated easement or road, by the owners of seventy-five percent (75%) of the property included in the subdivision, phase or identifiable part, the Commissioners Court by Order shall authorize cancellation in the manner and after notice and hearing as set out above. However, if the owners of at least ten percent (10%) of the property affected by the proposed cancellation file written objections to the cancellation with the Commissioners Court, the grant of an order of cancellation is discretionary with the Commissioners Court.

In the event of a conflict between this subsection and Section 232.008 of the *Local Government Code*, as amended, the statute shall govern.

2.3.8 Application Fee. The application fee payable to the County is as follows:

Preliminary Plat	\$200.00, plus \$10.00 per lot
------------------	--------------------------------

Final Plat	\$100.00, plus \$5.00 per lot
------------	-------------------------------

The application fee shall be paid to the County Engineer's office at the time that the preliminary plat or final plat is submitted.

2.3.9 Conflict of Interest. No member of the Commissioners Court shall participate in the decisions on a plat for property in which the person holds a substantial interest as that term is defined in Section 232.0048, *Local Government Code*. If a member of the Commissioners Court has a substantial interest in a tract proposed to be subdivided, the member shall file, before a vote or decision regarding the approval of the plat for the tract, an affidavit stating the nature and extent of the interest, and shall abstain from further participation in the matter. The affidavit must be filed with the County Clerk.

III. Road Requirements

- 3.1 Minimum Width. The minimum width for Right-of-Way Roadway and shoulder-to-shoulder of roads are as set out in the "***Roadway Design and Construction Requirements, Limestone County, Texas,***" attached hereto as Appendix "A" and incorporated by reference herein.
- 3.2 Construction Requirements. Roads shall be designed and constructed in accordance with the applicable "***Roadway Design and Construction Requirements, Limestone County, Texas***" appended hereto as Appendix "A."
- 3.3 Applicable to Public and Private Roads. All roads serving a subdivision having more than three (3) lots, whether designated as a public road for acceptance by the County or a private road, which **will not** be maintained by the County, shall be designed and constructed in accordance with the "***Roadway Design and Construction Requirements, Limestone County, Texas***" of the County attached hereto as Appendix "A" (hereinafter "Road Requirements"), unless otherwise provided in the Road Requirements.

IV. Drainage

- 4.1 Runoff. Storm water runoff from any subdivision may not be released into any county drainage ditch, swale, easement, culvert or other facility, or any such drainage facility associated with an existing road, whether public or private, at a rate greater than when the property was in an undeveloped state.
- 4.2 Drainage Requirements/Drainage Improvement Construction.
- (a) Road drainage ditches and improvements shall be constructed in accordance with the applicable Road Requirements.
 - (b) All other drainage facilities must be sufficient to meet the drainage needs of the development. The development must not result in there being a greater rate of drainage into the ditches or drainage facilities of existing public or private roads than prior to the development.
 - (c) Where applicable, development and drainage facilities must be carried out and constructed in accordance with the County's "***Flood Damage Prevention Order***".

V. Water Facilities Development

5.1 Public Water Systems

5.1.1 Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility in substantially the form attached in Appendix 1A. The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of water meters and other necessary connection equipment, membership fees, water rights acquisition costs, or other fees associated with connection to the public water system so that service is available to each lot upon completion of construction of the water facilities described on the final plat.

5.1.2 Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC §§ 290.38-290.51 and §§ 290.101-290.120. If groundwater is to be the source of the water supply, the subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§ 230.1 through 230.11 for water availability for new public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the subdivider shall provide evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

5.2 **Non-Public Water Systems.** Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, the subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§ 230.1 through 230.11 for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§ 290.104, 290.106, 290.108 and 290.109, either:

(a) without any treatment to the water; or

(b) with treatment by an identified and commercially available water treatment system.

5.3 Transportation of Potable Water. The conveyance of potable water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable method, except on an emergency basis. Absence of a water system meeting the standards of these rules due to the negligence of the subdivider does not constitute an emergency.

VI. Wastewater Disposal

6.1 Organized Sewerage Facilities

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

6.2 On-site Sewerage Facilities

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

VII. Greywater Systems for Reuse of Treated Wastewater

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

VIII. Sludge Disposal

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

IX. Setbacks

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

X. Number of Dwellings Per Lot

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

XI. Performance Bond/Security Requirement

- 11.1 **Bond or Alternative Approved Financial Guarantee.** Each subdivider proposing to construct roads, drainage improvements, water facilities, or wastewater facilities on property subject to this Order, or if an adequate public or non-public water system or sewerage facility is not available from a retail public utility, or are not constructed by the subdivider at the time final plat approval is sought, then the commissioners court shall require the owner of the subdivided tract to execute an agreement with the county in substantially the form attached in Appendix 2A secured by a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit which meet the requirements set forth below.
- 11.2 **Performance Bond.** A performance bond must:
- (a) be payable to the County Judge,
 - (b) be in an amount determined by the Commissioners Court to be adequate to ensure proper construction of the roads, drainage requirements, water facilities, and wastewater facilities for 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,
 - (c) be executed with sureties as may be approved by the Commissioners Court,
 - (d) be executed by a company authorized by the Secretary of State to do business as a surety in the State of Texas if the Commissioners Court requires a surety bond executed by a corporate surety,
 - (e) be authorized to issue bonds in the amount required by the commissioners court,
 - (f) have a rating of at least B from Best's Key Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bonds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.
 - (g) be conditioned that the road, drainage requirements, water facilities, and wastewater facilities for the subdivision will be constructed in accordance with this Order, within a reasonable time set by the Commissioners Court.

- 11.3 **Alternative Financial Guarantee.** In lieu of a bond an owner may deposit cash, a letter of credit issued by a federally insured financial institution, or other financial guarantee approved and found acceptable by the Commissioners Court, subject to the same conditions as a bond. If a letter of credit is used it must:
- (a) list as the sole beneficiary the County Judge, in his official capacity, or the judge's successor in office, and must be approved by the county judge of the county. The form of the letter of credit shall be modeled after the form attached in Appendix 2B.
 - (b) be conditioned that the owner of the tract of land to be subdivided will construct any roads, drainage improvements, water facilities, and/or wastewater facilities in the subdivision:
 - (1) in accordance with the specifications adopted by the Commissioners Court; and
 - (2) within the time stated on the plat or within a reasonable extension of time granted by the Commissioners Court.
 - (c) 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.
 - (1) Bank qualifications:
 - (A) must be federally insured;
 - (B) Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets; and
 - (C) total assets must be at least \$25 million.
 - (2) Savings and loan association qualifications:
 - (A) must be federally insured;
 - (B) 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
 - (C) Sheshunoff rating must be 30 or better.

- (3) Other financial institutions qualifications:
 - (A) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and
 - (B) 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.

- (d) 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.
 - (1) Bank qualifications:
 - (A) must be federally insured;
 - (B) Sheshunoff rating must be thirty or better and primary capital must be at least 7.0% of total assets; and
 - (C) total assets must be at least \$75 million.
 - (2) Savings and loan association qualifications:
 - (A) must be federally insured;
 - (B) 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
 - (C) Sheshunoff rating must be 30 or better.
 - (3) Other financial institutions qualifications:
 - (A) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and
 - (B) 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.

- (e) The letter of credit shall be conditioned upon installation or construction of water and wastewater facilities meeting the criteria established under this subchapter and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners court.
- 11.4 Financial Guarantee. The county will determine the amount of the bond, letter of credit, or cash deposit required to ensure proper construction of adequate water and wastewater facilities in the subdivision.
- 11.5 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:
- (a) the property being subdivided lies wholly within the jurisdiction of the county;
 - (b) the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and
 - (c) the municipality has executed an interlocal agreement with the county that imposes the obligation on the municipality to:
 - (1) accept the bonds, letters of credit, or other financial guarantees, that meet the requirements of this section;
 - (2) execute the construction agreement with the subdivider; and
 - (3) 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.

XII. Acceptance of Roads for County Maintenance

- 12.1 **Plat Approval Not Acceptance of Roads for County Maintenance.** The approval of a plat by the Commissioners Court does not constitute an acceptance of the roads proposed for that subdivision for County maintenance. Acceptance for maintenance shall require a separate order of the Commissioners Court entered at a date after the roads have actually been constructed.
- 12.2 **Procedure for Acceptance.** The Commissioners Court may accept a road for County maintenance when the following conditions have been satisfied:
- (a) the road and associated right-of-way have been dedicated to the public;
 - (b) the road has been constructed in accordance with specifications approved by the County Engineer to be in compliance with the Road Requirements.
 - (c) the County Engineer has inspected the road and performed any applicable tests during and after the construction. [It is the responsibility of the owner/developer to coordinate all inspections and laboratory tests with the County Engineer at each phase of the construction. Any laboratory tests or test holes shall be at the expense of the owner/developer. In no event shall any base be placed on the road until the subgrade has been approved in writing by the County Engineer], and
 - (d) Either (a) the construction and actual occupancy of houses or other permanent structures on sixty percent (60%) of the lots located adjacent to the road has occurred, or (b) the expiration of two (2) years from the date that all roads and drainage improvements in the subdivision are completed, inspected by the County Engineer, and certified by the County Engineer to be in accordance with the Road Requirements.

If the owner/developer wishes to obtain acceptance by the County of roads for maintenance prior to the normal acceptance under this provision, the owner/developer may, with the permission of the Commissioners Court, give a good and sufficient surety bond, cash, or letter of credit in a form acceptable to the Commissioners Court, in an amount equal to ten (10%) percent of the cost of construction of the road and drainage improvements in the subdivision. This security is conditioned on the road remaining free of defects or any condition requiring more than routine maintenance until such time as it would normally be accepted. The security will be released, to the extent not already drawn down for repairs, when the road qualifies for acceptance as set forth above. However, before release of the security, the County Engineer shall inspect the road for defects requiring repairs. The owner/developer shall remedy any defects prior to the

release of the security. If the defects are not promptly remedied, the County shall make the repairs and draw on the security for payment.

- 12.3 No Acceptance of Drainage Improvements for Maintenance. The County will assume no responsibility for drainage ways or improvements/structures, other than those expressly accepted as part of a road or contained as part of a road or its right-of-way that has been accepted for County maintenance.

XIII. Variances

- 13.1 **Criteria for Variances.** The Commissioners Court shall have authority to grant variances from these Regulations when the public interest or the interests of justice demand relaxation of the strict requirements of these Regulations. Factors to be considered by the Commissioners Court in evaluating a request for variance shall include:
- (a) The actual situation of the property in question in relation to neighboring or similar properties, such that no special privilege not enjoyed by other similarly situated properties may be granted;
 - (b) Whether strict enforcement of the Regulations would deny the Applicant the privileges or safety of similarly situated property with similarly timed development;
 - (c) Whether the granting of the variance will be detrimental to the public health, safety, welfare, or injurious to other property;
 - (d) Whether the granting of the variance will prevent the orderly subdivision of the land in the area in accordance with these Regulations; and
 - (e) Whether special circumstances or conditions affecting the land or proposed development exist such that strict application of the provisions of these Regulations would deprive the Applicant of the reasonable use of his land and the failure to approve the variance would result in undue hardship to the Applicant. Pecuniary hardship, standing alone, shall not be deemed to constitute undue hardship.
- 13.2 **Application Materials.** Any person who wishes to receive a variance should apply to the County with a list of, and a detailed justification for, each variance requested.
- 13.3 **Discretion to Grant Variances.** The decision of the Commissioners Court whether to grant or deny a variance is at its complete discretion, and will be final.

XIV. Enforcement

- 14.1 **Civil.** At the request of the Commissioners Court, the County Attorney, or other attorney for the County, may file an action in a court of competent jurisdiction to:
- (a) enjoin the violation or threatened violation of a requirement of this Order, or
 - (b) recover damages in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with a requirement established by this Order.
- 14.2 **Criminal.** A person commits an offense if the person knowingly or intentionally violates a requirement established by this Order. Pursuant to Section 232.005 of the *Local Government Code*, as amended, such violation is a Class B misdemeanor.
- 14.3 **Oversight.** The owner, by submitting a plat, acknowledges the authority of the county and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules.
- 14.4 **General Enforcement Authority of County.** The provisions of this chapter are enforceable pursuant to the specific provisions hereof related to enforcement and state law including Water Code, Chapter 7 and §§ 16.352, 16.353, 16.3535, 16.354, and 16.3545, and Local Government Code, § 232.037 and § 232.080.

XV. Severability Clause


15.1 In the event any part of this Order shall be declared unconstitutional or unlawful, or otherwise declared invalid by the valid judgment or decree of a court of competent jurisdiction, such shall not affect the legality or validity of any remaining parts, and such remaining parts are severable, are separately valid, and shall continue in full force and effect. This Commissioners Court hereby declares that it would have enacted this Order, and each section, subsection, sentence, clause, or phrase thereof irrespective of any one or more sections, subsections, clauses, or phrases being declared unconstitutional or invalid.

Signed this 28 day of Dec, 2010.

ATTEST:



County Clerk



Daniel Burkeen
County Judge
Limestone County, Texas



APPENDICES

APPENDICES

**APPENDIX A ROADWAY DESIGN AND CONSTRUCTION REQUIREMENTS,
LIMESTONE COUNTY, TEXAS**

APPENDIX 1A FORM FOR WATER SERVICE AGREEMENT

APPENDIX 1B FORM FOR WASTEWATER SERVICE AGREEMENT

APPENDIX 2A SUBDIVISION CONSTRUCTION AGREEMENT

APPENDIX 2B IRREVOCABLE LETTER OF CREDIT

AFFIDAVIT

Figure: 31 TAC §364.32(a)(1)

APPENDIX 1A. FORM FOR WATER SERVICE AGREEMENT

AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED
_____ SUBDIVISION

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

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

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

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

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

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

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

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

This Agreement is effective on _____, 20 _____.

The Utility

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

The Subdivider

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

APPENDIX 1B. FORM FOR WASTEWATER SERVICE AGREEMENT

AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED
_____ SUBDIVISION

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

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

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

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

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

[Insert the following paragraph if the Utility imposes any fees for connection of individual lots to the Utility's wastewater collection and treatment system:]

The Subdivider has paid the Utility the sum of \$ _____ which sum represents the total costs of tap fees, capital recovery charges, and other fees associated with connecting the individual lots in the Subdivision to the Utility's wastewater collection and treatment system.

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

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

This Agreement is effective on _____, 20 _____.

The Utility

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

The Subdivider

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

APPENDIX 2A: SUBDIVISION CONSTRUCTION AGREEMENT

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the County and the Subdivider. The County is Limestone 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 Limestone 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)	

APPENDIX 2B. IRREVOCABLE LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____

TO: Limestone County, Texas

DATE: _____, 20__

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

AA Condition of Draw exists under Subdivision Construction Agreement dated _____, 20__, by and between Subdivider and the County of Limestone (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:

AFFIDAVIT

THE STATE OF TEXAS §
LIMESTONE COUNTY §

Before me, the undersigned notary, on this day personally appeared Daniel Burkeen, a person whose identity is known to me. After I administered an oath to him/her, upon his/her oath he/she said:

1. My name is Daniel Burkeen and I am the county judge for Limestone County, State of Texas. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. The residential subdivision regulations adopted by Limestone County on 12-27-10 and attached to this statement fully incorporate the model rules as adopted by the Texas Water Development Board and found in 31 TEX. ADMIN. CODE ch. 364.
3. Any residential subdivision plats approved by Limestone County and submitted with this statement fully comply with the regulations of Limestone County.
4. Should the executive administrator of the Texas Water Development Board determine that Limestone County is not enforcing the model rules as adopted, I understand that all funds provided by the Texas Water Development Board under its Economically Distressed Areas Program rules as found in 31 TEX. ADMIN. CODE ch. 363 and committed for projects in Limestone County shall be suspended.
5. I understand that this statement shall be considered sufficient to establish compliance with the model rules for five years unless the executive administrator of the Texas Water Development Board identifies significant violations with the model rules and the county is unable to correct the deficiencies within 90 days of notification of the violations.

Signed:

Daniel Burkeen

County Judge
Limestone County, Texas

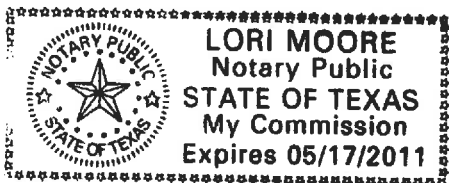
Date: 12-28-10

Sworn to and subscribed before me by Daniel Burkeen on Dec. 28th, 20 10

Lori Moore
Notary Public in and for the State of Texas

My Commission expires: 5/17/2011

[SEAL]



**ROADWAY DESIGN
AND
CONSTRUCTION REQUIREMENTS**
Limestone County, Texas

ROADWAY DESIGN AND CONSTRUCTION REQUIREMENTS

Limestone County, Texas

TABLE OF CONTENTS

<u>Article I</u>	C-1
<u>Purpose and Authority</u>	C-1
Section 1.1 <u>Purpose</u>	C-1
Section 1.2 <u>Findings</u>	C-1
Section 1.3 <u>Order</u>	C-2
Section 1.4 <u>Minimum Requirements</u>	C-2
<u>Article II</u>	C-2
<u>Interpretations and Definitions</u>	C-2
Section 2.1 <u>Interpretation</u>	C-2
Section 2.2 <u>Definitions</u>	C-2
<u>Article III</u>	C-5
<u>Existing Gravel Roads and Existing Paved Roads</u>	C-5
Section 3.1 <u>Acceptance of Existing Gravel Roads</u>	C-5
Section 3.2 <u>Acceptance of Existing Paved Roads</u>	C-6
<u>Article IV</u>	C-6
<u>New Roadway Design and Construction</u>	C-6
Section 4.1 <u>General Requirements</u>	C-6
Section 4.2 <u>Construction Plan Requirements</u>	C-7
Section 4.3 <u>Right-of-Way and Road Widths</u>	C-8
Section 4.4 <u>Roadway Construction Requirements</u>	C-8
Section 4.5 <u>Roadway Drainage</u>	C-12
Section 4.6 <u>Utility Lines and Underground Facilities</u>	C-12
Section 4.7 <u>Road Names and Signage</u>	C-13
<u>Article V</u>	C-13
<u>Final Inspection and County Acceptance</u>	C-13
Section 5.1 <u>Final Roadway Inspection</u>	C-13
Section 5.2 <u>County Acceptance</u>	C-14
Section 5.3 <u>Implementation</u>	C-14
Section 5.4 <u>Severability</u>	C-14
Section 5.5 <u>Amendment to Requirements</u>	C-14

ROADWAY DESIGN AND CONSTRUCTION REQUIREMENTS
Limestone County, Texas

Article I. Purpose and Authority

Section 1.1 Purpose

These Roadway Design and Construction Requirements have been adopted to establish the minimum design and construction standards that owners or developers seeking to construct roadways must meet, whether such roads are to be deeded or dedicated to Limestone County for acceptance into the County Road System for maintenance, or such roads are to remain private. These Requirements have been prepared to promote the health, safety and general welfare of the citizens of Limestone County.

Section 1.2 Findings

The Limestone County Commissioners Court hereby makes the following findings:

- A. The Commissioners Court has the authority and obligation to exercise general control over the roads, highways, bridges and related drainage structures and development with Limestone County, and these Requirements are a necessary component of such obligations;
- B. The Commissioners Court has been granted authority and responsibility under the Federal Emergency Management Agency (FEMA), Chapter 16, Section 16.315, Water Code, to administer floodplain development regulations within Limestone County, and to regulate associated development;
- C. The Commissioners Court has the authority and obligation to protect the public health, safety and welfare of the citizens of Limestone County;
- D. The Commissioners Court has considered the potential burden upon landowners and taxpayers of substandard road construction; and,
- E. These Requirements are adopted to preserve and protect the resources, public health and private property interests of Limestone County.

Section 1.3 Order

The Commissioners Court of Limestone County, following public notice, investigation and hearing, has declared and hereby declares these Roadway Design and Construction Requirements to be necessary and appropriate to accomplish the purposes and goals stated above. These Requirements have been adopted by order of the Limestone County Commissioners Court to help ensure that new roadway design and construction is in accordance with good and generally accepted engineering and construction practices.

Section 1.4 Minimum Requirements

In the interpretation and application of the provisions of these Requirements, it is the intention of the Commissioners Court that the principles, standards and requirements provided for herein shall be minimum requirements for the design and construction of roadways within Limestone County, and shall supersede the previous Road Specifications adopted August 11, 2003 by the Limestone County Commissioners Court.

Article II. Interpretations and Definitions

Section 2.1 Interpretation

For the purpose of these Requirements, the following terms, phrases, words and their derivations shall have the meaning given herein. Definitions not expressly prescribed herein are to be determined in accordance with customary usage in construction and engineering practice. The word shall is mandatory and the word may is permissive.

Section 2.2 Definitions

- A. Arterial Street/Road B A principle traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect parts of the area adjacent thereto and to act as a principle connecting street for such areas with the county or state road system. For example, roads roughly equivalent to a Farm-to-Market Road.
- B. Collector Street/Road B A street or road providing for travel between local streets and the arterial street network, or serving multi-family

development or neighborhood centers or services such as schools, parks or fire stations.

- C. Commissioners Court B The Commissioners Court of Limestone County.
- D. County B Limestone County, Texas.
- E. County Engineer B The County Engineer of Limestone County or their designated representative.
- F. County Road B A roadway under the control and maintenance of the County.
- G. County Road System B Public dedicated roads that have been accepted for County maintenance by specific approval action of the Commissioners Court.
- H. Dedication B The appropriation of land, or an easement therein, by an owner, for the use of the public and accepted for such use by or on the behalf of the public.
- I. Easement B The word Easement@ shall mean an area for restricted use on private property upon which a public utility/entity shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growth which may in any way endanger or interfere with the construction, maintenance and/or efficiency of its respective systems on or within any of these easements.
- J. Engineer B A person licensed under the provisions of the Texas Engineering Registration Act to practice the profession of engineering.
- K. Existing Roadways B Roadways that have been constructed and in place prior to the passage of these Requirements.
- L. Extraterritorial Jurisdiction (ETJ) B The unincorporated land area, not a part of any city, which is contiguous to the corporate limits, as defined in Local Government Code, Chapter 42.
- M. FEMA B Federal Emergency Management Agency.
- N. Final Acceptance B Formal acceptance by the Limestone County Commissioners Court.

- O. Floodplain B That area subject to inundation by flood, having a one percent probability of occurrence in any given year (100-year flood), based on existing conditions of development within the watershed area, as shown on the Flood Insurance Rate Maps (FIRM) provided by FEMA or the FEMA maps applicable to Limestone County.
- P. Grade B The horizontal elevation of a finished surface of the ground or paving at a point where height is to be measured or the degree of inclination of a surface.
- Q. Local Street/Road B A street or road which is intended primarily to serve traffic within a neighborhood or limited residential area and which is not continuous through several residential areas.
- R. Minimum Requirements B Minimum acceptable requirements; such requirements may be increased by the County Engineer due to circumstances pertaining to each unique roadway.
- S. Precinct Commissioner - Limestone County Commissioner in whose precinct the roadway is located.
- T. Private Road B A residential road that is typically owned and/or maintained by an entity other than the County and that is generally intended to serve residents located thereon but not the public at large.
- U. Public Road B A public right-of-way, however designated, dedicated, or acquired which provides vehicular access to adjacent properties.
- V. Requirements - Limestone County Roadway Design and Construction Requirements, as may be amended.
- W. Right-of-Way B A parcel of land that is occupied or intended to be occupied, by a road or alley. Where appropriate, Aright-of-way@ may include other facilities and/or utilities such as sidewalks; railroad crossings; electrical, telecommunication, oil, gas, water, sanitary sewer and/or storm sewer facilities. The term Aright-of-way@ shall also include ditches, shoulders, drainage improvements, and medians which are located outside of the actual pavement but are necessary for the Road.
- X. Street (or Road) B A right-of-way (or easement), whether public or private and however designated, which provides vehicular access to adjacent land.

- Y. Street (or Road) Right-of-Way B The distance between property lines measured at right angles to the centerline of the street or road, or as otherwise expressly described or acquired.
- Z. Substandard Street (or Road) B A street which does not meet the minimum County road standards (as contained within these requirements).
- AA. Surveyor B A person licensed under the provisions of the Texas Professional Land Surveying Practices Act to practice the profession of surveying.

Article III. Existing Gravel Roads and Existing Paved Roads

Section 3.1 Acceptance of Existing Gravel Roads

- A. Existing gravel roadways that are not a part of the County road system but are used by the public for access to existing property tracts or as a thoroughfare, may be considered for acceptance into the County road system by the Commissioners Court for minor routine maintenance (e.g., minor grading and placement of gravel, dust control, etc.). In order for the road to be considered for acceptance into the County road system, a written request must be submitted to the County Engineer and must contain the signature of each property owner who has a legal interest or holds fee title to the road or whose property abuts the road; and the road must substantially comply with the specifications of Section 4.4 (A) and (B) below. Such requests will be considered on a case-by-case basis, however, prior to submitting the request, the Precinct Commissioner should be consulted by the owner(s).
- B. Prior to acceptance by the Commissioners Court, the owner or owners shall deed or dedicate the associated right(s)-of-way to Limestone County, as trustee for the public, by separate instrument. Such instrument shall be recorded with the County Clerk. The minimum right-of-way width shall be 60 feet or as required by the County Engineer, based upon site-specific conditions.
- C. Upon acceptance of the roadway by the Commissioners Court, the roadway will be taken into the County Road System as a gravel road and shall remain a gravel road at the discretion of the Precinct Commissioner or until payment for paving is submitted by the owner(s) and agreed to the Precinct Commissioner. Upon approval of a request

for paving, the County Engineer will prepare a cost estimate for paving the road and any other required improvements and will submit the estimate to the owner(s) for full payment. Full payment must be received by the County Engineer's office prior to paving of the road. Once payment is received, the work will be scheduled at the earliest and most appropriate time by the Precinct Commissioner. The adjacent property owners may employ a private contractor to pave the road in accordance with County specifications and subject to County approval.

Section 3.2 Acceptance of Existing Paved Roads

An existing paved road will not be accepted for County Maintenance unless it meets the applicable standards for a new paved road as set forth in these Requirements.

Article IV. New Roadway Design and Construction

Section 4.1 General Requirements

- A. All new roads, including roads intended for use as private roads that are subject to the "Order of the Limestone County Commissioners Court Establishing Subdivision Regulations and Plat Requirements" and new roads constructed by Limestone County, must meet these road requirements, unless otherwise directed by the County Engineer, Commissioners Court, or directed herein.
- B. New roads that are intended for use as private roads AND ARE NOT subject to the "Order of the Limestone County Commissioners Court Establishing Subdivision Regulations and Plat Requirements" are subject only to Section 4.7 of Article IV of these requirements.
- C. All roadways are to be constructed according to specifications found in the current version of the Texas Department of Transportation (TxDOT) Manual ***Standard Specifications for Construction of Highways, Streets, and Bridges, @ (latest edition)***, unless otherwise stated in these Requirements.
- D. All roads built within the extraterritorial jurisdiction (ETJ) of an incorporated municipality shall conform to the construction requirements of the municipality as they apply to their respective ETJ, unless otherwise provided by interlocal agreement between the municipality and the County. In no case, however, shall standards less stringent than required herein in any respect be acceptable to the

Commissioners Court.

- E. All roadways shall have a minimum right-of-way width as specified in Section 4.3.
- F. Roads which are not constructed as part of the development of a subdivision, or which serve a subdivision in which all lots are 5 acres or greater in size, may be constructed as gravel roads meeting County Requirements.
- G. Cul-de-sacs shall have a radius of 60 feet and a minimum improved/travel radius of 45 feet.
- H. The travel lanes of the road must be free of obstructions, stumps, vegetation and unreasonable variations in the portion of the traveled road.
- I. The roadway shall be neatly shaped and crowned to provide for proper drainage and to prevent ponding of water on the roadway.
- J. The finished surface of the road shall be such that it will furnish a safe and comfortable ride at speeds up to forty (40) miles per hour.
- K. In general, curves shall have a minimum radius of 125 feet and sight distance shall not be less than 300 feet.
- L. Roads shall connect with existing roads, new roads, or future roads to form AT@ intersections. Acute angles between roads at their intersections shall be avoided.
- M. No dead end roads will be permitted without a cul-de-sac, unless in the opinion of the County Engineer, one is not warranted due to site specific conditions. If the extension of a road is planned in the future as indicated on a preliminary plat, a temporary turnaround shall be constructed, either within a dedicated easement or within the existing right-of-way.
- N. The total costs for all engineering design, plans, specifications, laboratory tests, reports, materials, labor, equipment, and any incidental costs incurred to satisfy these requirements shall be borne solely by the owner or developer. All required information shall be furnished to the County Engineer for review and approval.

Section 4.2 Construction Plan Requirements

- A. All roads proposed for acceptance into the County Road system shall meet the following provisions. Roads proposed as private roads are not subject to the provisions of Section 4.2.
- B. The owner or developer shall submit construction plans for the roadway to the County Engineer for review, including roadway layout and design, drainage improvements, traffic signage and utility placement. These plans are to be approved by the County Engineer prior to placement of the gravel base.
- C. Prior to the start of construction, a pre-construction meeting should be scheduled by the owner or developer. The design engineer, owner/developer, contractor, subcontractors, and County Engineer should attend this meeting.
- D. Upon approval of the construction plans, the owner or developer shall provide the County Engineer's office with a tentative construction schedule and inform the office prior to each phase of construction completion (i.e., subgrade, culvert placement, base placement, wearing surface, etc.) in order that an inspection can be made prior to the beginning of the next phase of construction.
- E. Once the roadway has been completed and the County Engineer has approved the construction, the owner or developer shall provide the County Engineer with a set of "As Built" plans that depict the roadway as it was actually built.

Section 4.3 Right-of-Way and Road Widths

- A. Arterial streets/roads shall have a minimum right-of-way width of not less than eighty (80) feet if curbed, and a minimum paved width of forty (40) feet, face to face of curbs. If the street is to be of the open ditch type, it shall have a minimum right-of-way width of one hundred (100) feet and a minimum paved width of thirty-six (36) feet.
- B. Collector streets/roads, paved, or unpaved if applicable, shall have a minimum right-of-way width of sixty (60) feet and an improved/travel width of at least thirty-six (36) feet.

- C. Local streets/roads, paved, or unpaved if applicable, shall have a minimum right-of-way width of sixty (60) feet, and a minimum improved/travel width of twenty-six (26) feet.
- D. Private streets/roads, paved, or unpaved if applicable, shall have a minimum right-of-way width of fifty (50) feet, and a minimum improved/travel width of twenty-two (22) feet.

Section 4.4 Roadway Construction Requirements

A. Subgrade:

- (1) Prior to subgrade preparation, soil samples shall be taken along the proposed roadway at a frequency of one (1) sample per 1,000 linear feet of road, with a minimum of one (1) sample per road. Using these samples, a soils report shall be prepared and submitted to the County Engineer for review. Based on the soils report, if the plasticity index (PI) of the subgrade is greater than 20, lime, cement, or an approved asphalt based stabilizing agent shall be added in accordance with TxDOT specifications, to a minimum depth of six (6) inches, until the PI is less than 20. The subgrade shall be prepared and compacted to a minimum density of 95% Standard Proctor density. In lieu of the above, other stabilization methods may be considered on a case by case basis.
- (2) The subgrade shall be tested by an Independent Testing Laboratory for PI, percent stabilization material (if used), and Standard Proctor density. The frequency of compaction tests shall be one (1) test per 1,000 linear feet of road, with a minimum of one (1) test per road.
- (3) Copies of the test results shall be furnished to the County Engineer prior to the placement of base material.
- (4) In construction of roads proposed for use as private roads, subgrade preparation as defined in Section 4.4 A 1 thru 4.4 A 3 is preferred but not required. However, minimum subgrade preparation for private roads shall consist of removing the to 6" of organic matter and topsoil, scarifying the exposed subgrade to a depth of 12", and watering and rolling subgrade at optimal moisture to achieve sufficient compaction for the placement of base material.

B. Base:

- (1) Base material shall only be placed on subgrade that has been properly prepared and approved by the County Engineer. All roads, including roads intended for use as private roads, shall have a minimum compacted depth of six (6) inches of base material or as required by the County Engineer. Approval of the prepared subgrade by the County Engineer is not required for roads intended to be used as private roads.
- (2) Base material shall conform to TxDOT Item 247, "Flexible Base", and, at a minimum, shall meet the requirements for Type B material, with a maximum PI of 15. The owner or developer shall submit to the County Engineer acceptable evidence in the form of valid test reports that the base material meets or exceeds the above requirements. The base shall be prepared and compacted to a minimum density of 95% Standard Proctor density. Submission of test reports to the County Engineer is not required for roads intended for use as private roads.
- (3) The base shall be tested by an Independent Testing Laboratory for Standard Proctor density and depth. The frequency of these tests shall be one (1) test per 1,000 linear feet of road, with a minimum of one (1) test per road. Roads intended for use as private roads are exempt from this provision.
- (4) Copies of the test results shall be furnished to the County Engineer prior to the placement of the wearing surface. Roads intended for use as private roads are exempt from this provision.

C. Wearing Surface:

- (1) The wearing surface shall only be placed on base material that has been properly prepared, and approved by the County Engineer. All new roads, with the exception of roads intended for use as private roads, shall be constructed with one of the following types of wearing surfaces unless otherwise approved by the County Engineer or allowed by these Requirements, however, oil sand topping is not allowable for Arterial Roads.

 - (a) 1-1/2 inches (minimum compacted depth), Type D, Hot Mix Concrete (HMAC);
 - (b) Two course surface treatment (chip seal paving);

- (c) concrete pavement; or
 - (d) Oil sand pavement.
- (2) The HMAC material and construction methods shall meet the requirements of TxDOT Item 340, AHot Mix Asphaltic Concrete Pavement.@ A copy of the mix design shall be submitted to the County Engineer prior to placement of the material. The owner or developer shall submit to the County Engineer acceptable evidence in the form of valid test reports that the HMAC material meets or exceeds the above requirements.
- (3) The two course surface treatment shall meet the requirements of TxDOT Item 316, ASurface Treatments.@ The asphaltic materials shall include both a prime coat of either an emulsified or medium curing asphalt and surface coats of rapid setting asphalt in accordance with TxDOT Item 300, AAsphalts, Oils and Emulsions.@ The types and quantities of asphalt to be applied shall be in accordance with generally accepted road construction practices or as directed by the County Engineer. The aggregates for surface treatment shall meet TxDOT Item 302, AAggregates for Surface Treatments,@ Type A or Pa, Grade 4 (first course) and Grade 5 (second course). The owner or developer shall submit to the County Engineer a copy of the gradation test results prior to the application of the materials.
- (4) Concrete pavement shall be considered by the County Engineer on a case by case basis.
- (5) Oil sand pavement shall conform to the following specifications:
- (a) Oil sand pavement shall consist of road oil (cracked fuel oil) and naturally occurring sand. Additional components such as recycled asphalt pavement or aggregates shall be approved by the County Engineer prior to use.
 - (b) Oil sand shall be mixed in the ratio of 1 barrel of road oil to 2 cubic yards of sand.
 - (c) Oil sand mixing shall be accomplished via a pugmill mixer or other suitable equipment including, but not limited to, road reclaimers, soil stabilizers, drum type mixers, tillers, and/or motorgraders. Material shall be thoroughly mixed, and the road oil shall be uniformly incorporated into the sand. Mixing of oil sand pavement on exposed road base is not allowed.

- (d) Oil sand pavement shall be mixed when the road oil temperature is between 160 ° F and 220 ° F.
- (e) Oil sand pavement shall not be placed when the air temperature is below 60 ° F and falling. Oil sand pavement may be placed when the air temperature is above 55 ° F and rising. Air temperature shall be determined in the shade, away from sources of artificial heat.
- (f) Oil sand pavement shall be compacted thoroughly and uniformly with the necessary rollers to obtain the compaction and cross-section required in the plans.
- (g) Oil sand pavement shall be placed a minimum compacted thickness of 2" and shall be finished to provide a smooth travel surface.
- (h) Sand for use in oil sand pavement shall conform to the following specifications:
 - ii. Material shall consist of clean, washed sand, free of rock, clay, roots, vegetation, or other organic material or debris.
 - iii. Material shall be produced from a naturally occurring single source.
 - iv. Material shall have a bulk density between 90 lb/ft³ and 110 lb/ft³.

- v. Material shall comply with the following minimum gradation requirements per ASTM C136-96a, test results for a representative sample of material shall be submitted:

Sieve Size	Percent Passing	Percent Retained
No. 4	100	0
No. 8	100	0
No. 10	100	0
No. 16	99 – 100	0 – 1
No. 20	99 – 100	0 – 1
No. 30	95 – 99	1 – 5
No. 40	90 – 99	1 – 10
No. 50	80 – 99	1 – 20
No. 60	60 – 96	4 – 40
No. 80	35 – 65	35 – 65
No. 100	30 – 50	50 – 70
No. 200	15 – 20	80 - 85

- (i) Road oil for use in oil sand pavement shall conform to the following specifications:
 - i. Road oil shall conform to “Texas Department of Transportation, Standard Specifications for Construction of Highways, Streets and Bridges”, (latest edition), Item 300.2(7) Cracked Fuel Oil.
 - ii. Road oil shall be delivered to the mixing site at a temperature between 190° F and 250° F.
- (d) If a gravel road is allowed by these Requirements (not part of subdivision development, or serves a development where all lots are five (5) acres or larger), the road construction must comply with Section 4.4 (A) and (B) above.

Section 4.5 Roadway Drainage

- A. Drainage ditches shall be constructed on level sides or on the uphill side of the roadway. These ditches shall be adequate to intercept and convey water away from the roadway.
- B. Cross drains shall be provided at each low point along the ditch in the

form of concrete or corrugated metal drainage pipes. These cross drains shall be of adequate size to handle and convey the stormwater runoff under the road satisfactorily; however, in no case shall a cross drain be less than 15 inches in diameter (inside dimension).

- C. All drainage structures and appurtenances shall be designed and sized by a professional Engineer to convey the runoff from a 25-year storm event. Drainage calculations should be based on the Rational method or other method approved by the County Engineer. All appropriate calculations showing runoff and capacity quantities shall be provided for all drainage areas and structures, including design flow, velocity, depth of pipe flow and headwater depth. Calculations shall be submitted with the construction plans for review. Drainage structures serving roads intended for use as private roads are exempt from this provision.
- D. To prevent erosion, the sides of drainage ditches shall be sloped and the banks shall be permanently protected with either concrete, sod, or other acceptable erosion control device.
- E. Roads constructed in areas of frequent flooding or within the floodplain will not be considered for acceptance unless prior authorization is given by the County Engineer.

Section 4.6 Utility Lines and Underground Facilities

- A. No road surface or pavement shall be constructed until all planned underground facilities affecting the roads have been installed and properly backfilled.
- B. Underground and overhead utility lines should be placed in easements that lie outside the dedicated right-of-way. When underground lines are placed in the right-of-way, they must be buried with at least 24 inches of cover and must be within three (3) feet of the right-of-way limits. Overhead lines and poles should also be located within three (3) feet of the right-of-way limits.
- C. Utility lines and poles shall not be placed in the bottom of ditches or in the roadway shoulder. No underground lines shall be placed in the roadway, unless approved by the County Engineer. Underground lines crossing roads must be no nearer than 24 inches to the surface at any point, including the bottom of ditches and shall be encased.

Section 4.7 Road Names and Signage

- A. All new or existing unnamed roads shall be named or numbered after approval of the name is received from the Limestone County 911 Coordinator.
- B. All signs, including road name or number signs, regulatory signs (e.g., stop and yield), warning signs, and informational signs, shall be installed by the owner or developer, as required by the County Engineer. All traffic control signs and devices shall be installed in accordance with the most current version of the *ATexas Manual on Uniform Traffic Control Devices.*

Article V. Final Inspection and County Maintenance

Section 5.1 Final Roadway Inspection if Road to be Requested for Acceptance into the County Road System

- A. Upon completion of all roadway construction, the owner or developer shall request a final inspection by the County Engineer. Upon inspection, the owner or developer will be notified in writing of any work not found in compliance or of the project's conformance with these Requirements.
- B. After final inspection and upon notice of conformance with County requirements, the road shall remain in place for one (1) year following the written notice of conformance. After this time, the owner or developer should request in writing that the roadway be re-inspected by the County Engineer.
- C. Based upon this inspection and the approval of the Precinct Commissioner, if it is determined that little or no maintenance or repairs are needed to the road, the owner or developer will be notified in writing that the roadway complies with these Requirements.

Section 5.2 County Acceptance

Upon compliance with Section 5.1, the owner or developer shall submit the following items to the County Engineer=s office for final acceptance by the Commissioners Court:

- A. A letter indicating that the road(s) was constructed in conformance with these Requirements and requesting that the road(s) be accepted into the County Road System for maintenance.
- B. A fee simple deed or dedication of the associated right(s)-of-way to Limestone County, as trustee for the public, by separate instrument, if not previously done by a subdivision plat. Such instrument shall be recorded with the County Clerk.
- B. A copy of the As-Built@ plans as prepared by a registered surveyor or engineer, as directed by the County Engineer.

Section 5.3 Private Roads – Notice to Purchasers of Lots

If a private road is to be constructed as part of a subdivision or development, and it does not meet the minimum requirements for public roads set forth herein, the Notice attached hereto as Appendix "A" shall be provided to the purchaser(s) of a lot prior to conveyance of the lot to the purchaser(s).

Section 5.4 Implementation

This document amends and supercedes the Road Specifications adopted by the Limestone County Commissioners Court on August 11, 2003 and shall become effective from and after its date of approval as required by law, for all projects except those projects that have received approval by the Commissioners Court prior to the approval date of these Requirements.

Section 5.5 Severability

In the event any article, appendix, section, paragraph, sentence, clause or phrase of these Requirements shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction for any reason, such declaration shall not affect any remaining part of these Requirements. It is the express intent of the Limestone County Commissioners Court that the articles, appendices, sections, paragraphs, sentences, clauses or phrases of these Regulations be severable.

Section 5.6 Amendment to Requirements

The Commissioners Court may amend this order from time to time and may adopt new orders by vote of simple majority.

AND IT IS SO ORDERED:

PASSED AND APPROVED BY THE LIMESTONE COUNTY COMMISSIONERS COURT THIS _____ DAY OF _____, 2004.

ELENOR HOLMES

Limestone County Judge

ATTEST:

County Clerk

APPENDIX "A"

The road(s) serving your lot in the _____ subdivision/development were submitted to the Limestone County Commissioners Court as private roads, and have not been constructed in accordance with Limestone County's requirements for public roads. Therefore, it is unlikely that Limestone County would accept the road(s) for County maintenance should such be requested at any time in the future absent the road(s) first being brought to public standards.