

SUBDIVISION REGULATIONS



**OF
EL PASO, TEXAS
REVISED NOVEMBER 18, 2024**



**ROAD AND BRIDGE DEPARTMENT
COUNTY OF EL PASO**

800 E. OVERLAND STREET RM 407
EL PASO, TEXAS 79901
(915) 546-2015

Notice

Effective November 19, 2012

Attached to this notice are the Regulations and/ or Subdivision Design Standards for the County of El Paso Texas. These regulations are the basic standards for subdividing and platting land in the unincorporated areas (outside city limits) of the County of El Paso.

The subdivision and platting of land is subject to numerous laws and regulations of the U.S. Federal government, the State of Texas, the County of El Paso. In some cases subdivisions may be subject to regulations of the City of El Paso or other city if the property is located in either municipality's corporate limits or extraterritorial jurisdiction. Some of the regulations may have changed or may not be applicable to your particular situation. It is strongly recommended that if you are planning subdivide any lot or parcel of land into a lot of 10 acres or less, that you first discuss the proposed subdivision with Roads and Bridges Section of the El Paso County Public Works Department. The Road and Bridges staff may provide you with general information, however, it is also strongly recommended that you contact a civil engineer or other similar professional who is experienced in subdivision plats in the unincorporated areas of the County of El Paso.

For additional information the El Paso County Public Works Department is located in the County Archives Building, 800 E. Overland, Suite 407 and may also be reached at 915-546-2015.

**Model Subdivision Rules
Adopted Rule Revisions
Summary**

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Existing section number Texas Administrative Code (TAC)	Purpose of this rule section	Reason for Revision	Proposed Revision
TAC Rule: §364.32 El Paso Rule: 1.8(47)	Identifies model rules purpose as assuring adequate water and sewer service according to Department of Health and the Texas Natural Resource Conservation Commission standards.	TNRCC name changed to TCEQ	Delete "TNRCC", insert "commission"
TAC Rules: §364.18; 364.32(a)(2), 364.33(a)(l), 364.33(b)(3), 364.34(a), 364.52(l)(A), 364.52(1)(B), 364.52(3)(A), 364.52(3)(B), 364.55(c)(2), 364.91(4), 364.91(5) and 364.91(6) El Paso Rules: 2.2(a), 2.3(a)(b), 2.4, 3.2 and 3.5	Definitions; defines TNRCC	TNRCC name changed to TCEQ	Delete "TNRCC", insert "commission"
TAC Rules: §364.32(a)(l), Appendix IA; §364.33(a)(2), Appendix IB El Paso Rule: Appendix IA	Sample form agreement between Subdivider and Water supplier (IA); between Subdivider and Sewer Service provider (IB)	Effective date on form identifies year "19_"	Effective date on form identifies year "20 _"
TAC Rules: §364.32(a)(2); 364.32(b) El Paso Rules: 2.2(a)(2) and 2.2(b)	Requires subdivider to prepare groundwater availability study where groundwater supply anticipated for new public systems (a)(2); individual wells for individual lots (b)	TCEQ now has rules establishing criteria for groundwater availability studies	Adopt TAC language to require groundwater availability study to be prepared according to TCEQ criteria

**Model Subdivision Rules
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Existing section number Texas Administrative Code (TAC)	Purpose of this rule section	Reason for Revision	Proposed Revision
TAC Rule: §364.32(b) El Paso Rule: 2.2(b)	Requires well water to meet drinking water standards in 30 TAC 290.103, .105, .106, and .110	TCEQ rules with drinking water standards have been renumbered	Adopt TAC reference change to 30 TAC 290.104, .106, .108, and .109
TAC Rule: §364.33(b)(3) El Paso Rule: 2.3(b)(3)	Prohibits use of boreholes, cesspools, and seepage pits, etc., by reference to 30 TAC 285.3(b)	TCEQ rules prohibiting these systems have been renumbered	Reference changed to 30 TAC 285.3(i)
TAC Rule: §364.36 El Paso Rule: 2.6	Requires building setback lines for entities that have not adopted acceptable fire codes standards identified in Local Gov't Code §235.002(b)(2)	Statutory reference has changed	Change statutory reference to Local Gov't Code §233.062(c)(2)
TAC Rules: §364.52; 364.52(1)(A); 364.52(1)(B); 364.52(2) El Paso Rules: 3.2, 3.2(a)(1), 3.2(a)(2), 3.2(b)	Requires final plat to "be accompanied" by P.E. signed and sealed final engineering report; report required to include groundwater availability study where ground water relied on for expanded public water system, (1)(A); new public water system, (1)(B), and for lots with individual wells, (2).	TCEQ now has rules establishing criteria for groundwater availability studies	Adopt language to require groundwater availability study to be prepared according to TCEQ criteria

Existing section number Texas Administrative Code (TAC)	Purpose of this rule section	Reason for Revision	Proposed Revision
TAC Rule: 364.54(c)(3), Appendix2B El Paso Rule: Appendix2B	Sample form irrevocable letter of credit	Effective dates on form identifies year "19_"; Incorrect reference to 'Uniform Customs and Practice for Documentary Credits, 1983 version, International Chamber of Commerce, Publication No. 400	Effective dates changed to identify year "20_"; Reference changed to 'Uniform Customs and Practice for Documentary Credits, 1993 version, International Chamber ofCommerce, Publication No. 500

**SUBDIVISION REGULATIONS
OF**

EL PASO COUNTY, TEXAS

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SUBDIVISION REGULATIONS

Of

EL PASO COUNTY, TEXAS

DIVISION 1. GENERAL AND ADMINISTRATIVE PROVISIONS

Section 1.1. Authority and Scope of Rules. These regulations are adopted by El Paso County, Texas, under the authority of the Chapter 232 of the Texas Local Government Code, the Texas Water Code §16.350, the Texas Model Subdivision Rules (31 TAC Chapter 364), and the Texas County Road and Bridge Act as re-codified in the Texas Transportation Code, Title 6, Subtitle C. All subdivisions submitted for Plat approval located outside the corporate limits of any incorporated municipality and within the jurisdiction of El Paso County shall conform to the requirements of these Regulations. Notwithstanding any provision to the contrary, the rules herein specific to residential subdivisions apply directly only to a subdivision which creates two or more lots of five acres or less intended for residential purposes and indirectly to all other residential subdivisions as required by Chapter 232, Subchapter B, Texas Local Government Code. 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. Subdivisions which have received formal approval by the County prior to the effective date of these Regulations shall not be subject to these Regulations, but shall be held to any previously imposed requirements.

Section 1.2. Purpose. It is the purpose of these regulations to:

- (1) promote, protect, and provide for the public health, safety, and general welfare of the county residents,
- (2) ensure that adequate water and wastewater facilities are provided in subdivisions within the jurisdiction of this county,
- (3) apply the minimum state standards for water and wastewater facilities to these subdivisions,
- (4) provide the most beneficial relationship between the uses of land and the circulation of traffic throughout the County, having particular regard to the avoidance of congestion in the streets and highways,
- (5) provide for the proper location and width of streets and for the adequacy of drainage facilities,

- (6) establish reasonable standards of design and procedures for subdivisions in order to further the orderly layout and use of land and to insure proper legal descriptions and monumenting of subdivided land,
- (7) encourage the installation of public facilities as herein defined with sufficient capacity to serve proposed subdivisions,
- (8) safeguard the water table, and to encourage the wise use and management of natural resources, and
- (9) encourage the proper development, design and construction of road systems within the County.

Section 1.3. Effective Date. These rules become effective on the 3rd day of January 3, 2001.

Section 1.4. Repealer. The County Subdivision Regulations adopted on May 2, 1990, are hereby repealed, except as to such sections which are retained herein.

Section 1.5. Plat Required.

- (a) The owner, or his/her agent, of a tract of land located outside the corporate limits of a municipality that divides the tract in any manner that creates two or more lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds and contracts for deeds. Any person or persons who divides any tract of land located outside the limits of a municipality in El Paso County into two or more parts for the purpose of laying out a subdivision of the tract including an addition, or to lay out suburban lots or building lots for resale of five acres or less shall have a plat of the subdivision prepared and comply with the requirements of these Regulations.
- (b) No subdivided land shall be sold or conveyed until the subdivider:
 - (1) has received approval of a final plat of the tract; and
 - (2) has filed and recorded with the county clerk of the county in which the tract is located a legally approved plat.
- (c) A division of a tract is defined as including a metes and bounds description, or any description of less than a whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, rental agreement, or using any other method to convey property.
- (d) No land shall be subdivided outside the boundaries of any incorporated municipality in El Paso, Texas, until the subdivider:

- (1) has submitted a preliminary plat of the parcel to the County Planning Commission;
- (2) has obtained approval of the preliminary plat from the County Engineer;
- (3) has obtained approval of the final plat from the County Engineer and the Commissioners Court; and
- (4) has filed with the El Paso County Clerk a legally approved plat for recordation in the Deed Records of El Paso County, Texas.

Section 1.6. Supersession. These rules supersede any conflicting regulations of the county.

Section 1.7. Severability. If any part or provision of these regulations, or application thereof, to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The commissioners' court hereby declares that it would have enacted the remainder of these regulations without any such part, provision or application.

Section 1.8. Definitions. The following words and terms, when used in these rules, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) ACCESS – access or access way is a public or private street by which pedestrians and vehicles shall have lawful and useable ingress and egress to a property line.
- (2) ACCESS STREET - any street within a subdivision or along the boundaries of a subdivision which would serve any properties outside the plat boundaries or provide a connection directly with a collector street
- (3) AMENDING PLAT - a plat, previously approved by the El Paso County Commissioners' Court and duly recorded, which is resubmitted to the County Planning Commission and Commissioners' Court for re-approval and recording which contains dimensional or notational corrections of erroneous information contained on the originally approved and recorded plat. An amending plat is not to be considered as a re plat or re-subdivision and may not contain any changes or addition to the physical characteristics of the original subdivision, but is intended only to correct minor errors or miscalculations.
- (4) ARTERIAL STREET - a principal traffic artery, carrying higher volumes of traffic, more or less continuously, which is intended to connect remote parts of the area adjacent thereto and to act as a principal connecting street with State Highways.
- (5) CLEARING AND GRUBBING - the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter from a designated right-of-way.

- (6) COMMISSIONERS COURT (OR "COURT") - The commissioners court of El Paso County, Texas.
- (7) COUNTY - El Paso County, Texas.
- (8) COUNTY ROAD ENGINEER - the Engineer for El Paso County or his designated agent.
- (9) DESIGNATED 100-YEAR FLOOD PLAIN - based on El Paso County, Texas, regulations for Flood Plain Management; the area adjacent to a stream or water course which, on the average, has a one percent (1%) chance of being inundated from flood waters in any given year.
- (10) DRAINAGE CONTROL FACILITY - any facility installed or constructed in conjunction with a drainage control plan for the purpose of controlling the rate and/or stormwater runoff.
- (11) DRAINAGE CONTROL PLAN - a plan for collecting, controlling, transporting and imposing of storm water falling, entering, flowing within or exiting the subject property.
- (12) 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.
- (13) ENGINEER - A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act and specializing in civil engineering.
- (14) EXCAVATING - the mechanical removal of earth material.
- (15) EXISTING GRADE - the grade at the time-of the application of subdivision.
- (16) EXTRA-TERRITORIAL JURISDICTION (ETJ) SUBDIVISION - any subdivisions located within five miles of the municipal limits of the City of El Paso, or within the extra- territorial jurisdiction of incorporated municipal areas in El Paso County as defined in the Texas Local Government Code.
- (17) FILL - any act by which earth, sand, gravel, rock or similarly approved material is deposited, placed, pushed, pulled or transported to replace other than from which it is excavated and the materials so placed.
- (18) FINAL PLAT - A map or drawing and any accompanying material of a proposed subdivision prepared in a manner suitable for recording in the county records and prepared as described in these regulations and prepared in conformance with the preliminary approval previously granted by the County Engineer.
- (19) GRADE - the degree of inclination of a slope or road.

- (20) GRADING - excavation or fill or any combination thereof, including the establishment of an elevation.
- (21) LOCAL STREET - a street or road which is intended primarily to serve traffic within a neighborhood or limited residential district, and which is not necessarily continuous through several residential districts; is to provide access to adjacent land over short distances.
- (22) LOT - An undivided tract or parcel of land.
- (23) MONUMENTING - the process of establishing permanent markers to locate a boundary of a subdivision and/or establishing right-of-way limits or centerlines.
- (24) NATURAL DRAIN - that course, formed by nature, which water naturally and normally follows in draining from higher to lower lands.
- (25) NATURAL LOCATION OF DRAINAGE SYSTEMS - the location of channels, swales and other conveyance systems, not of human origin, existing as of the effective date of this order.
- (26) NEIGHBORHOOD COLLECTOR STREET - a street or road collecting traffic from other streets and collectors and serving as the most direct route to an arterial, State highway or a neighborhood center.
- (27) NON-PUBLIC WATER SYSTEM - Any water system, including water wells, supplying water for domestic purposes which is not a public water system.
- (28) OSSF - On-site sewage facilities as that term is defined in rules and/or regulations adopted by TNRCC, including, but not limited to, 30 TAC Chapter 285.
- (29) PAN HANDLE LOT - a lot because of inherent limitation, lacking frontage except for access provided by way of a narrow projection of the lot to the street.
- (30) PLATTED - Recorded with the county in an official plat record.
- (31) PRELIMINARY PLAT - a map or drawing of a proposed subdivision illustrating the features of the development for review and preliminary approval by the County Planning Commission, but not suitable for recording in the County records.
- (32) PRIVATE STREET - a vehicular access under private ownership and maintenance, providing access to residential dwelling units or any part located more than three hundred feet (300') from an approved public street right-of-way. A private street shall also include any vehicular access to three (3) or more residential units. Parking lots and private driveways within shopping centers, institutions, commercial areas and industrial developments will not be considered as private streets.

- (33) PROPOSED GRADE - the final elevation as proposed by the County Engineer or as shown on improvement plans.
- (34) PUBLIC STREET - a public right-of-way, however designated, dedicated or acquired, which provides vehicular access to adjacent properties.
- (35) 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 a potential for 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.
- (36) PURCHASER - Shall include purchasers under executory contracts for conveyance of real property.
- (37) RESIDENTIAL COLLECTOR STREET - a street or road collecting traffic from local streets of a residential nature and leading to streets of a higher type classification.
- (38) RETAIL PUBLIC UTILITY - Any entity meeting the definition of a retail public utility as defined in Water Code §13.002.
- (39) SANITARIAN - a person registered as a Professional Sanitarian by the Texas Department of Health under the authority of Vernon's Ann. Tex. Civ. Stat. Article 4477-3.
- (40) 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.
- (41) STREET DEDICATION PLAT - a map or drawing illustrating only the location of a public street within a specific tract of land.

- (42) SUBDIVIDER - Any owner of land or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision.
- (43) SUBDIVISION - Any tract of land divided into two or more parts that results in the creation of two or more lots or any addition or laying out of lots, suburban lots, or building lots intended for resale. A subdivision includes the re-subdivision (replat) of land which was previously divided.
- (44) STUB-END STREET - a public street not terminated by a permanent circular turnaround, ending adjacent to undeveloped property or acreage and intended to be extended at such time as the adjacent undeveloped property or acreage is subdivided or developed.
- (45) SURVEYOR - a state land surveyor or a registered public surveyor, as licensed in the State of Texas, to practice the profession of surveying.
- (46) TAC - Texas Administrative Code, as compiled by the Texas Secretary of State.
- (47) TNRCC - Texas Natural Resource Conservation Commission.
- (48) 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.
- (49) UNRECORDED SUBDIVISION – a subdivision of land or description of land for resale that varies from the previous sale description and which subdivision results in the creation of lots or tracts requiring current or future public access, but for which a plan or plat has not been authorized for recording by the El Paso County Commissioners' Court or has not been recorded by the El Paso County Clerk.

Section 1.9. Amendments. To further provide for the purposes of these Regulations, with the added approval by the Texas Water Development Board, the County Commissioners' Court may from time to time amend the provisions imposed by these Subdivision Regulations. A public hearing on all proposed amendments shall be held by the County Commissioners' Court in the manner prescribed by law.

Section 1.10. Conflict with Public and Private Provisions.

- (a) Public Provisions. These Regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute or other provision of law. Where any provision of these Regulations imposes restrictions different from those imposed by any other ordinance, rule or regulation or any other provision of law, whichever provisions are more restrictive or impose higher standards shall control.
- (b) Private Provisions. These Regulations are not intended to abrogate any easement, covenant or any other private agreement or restriction provided that where the provisions of these Regulations are more restrictive or impose higher standards or regulations

than such easement, covenant, or other private agreement or restriction. However, such private agreements, easements, covenants, or restrictions shall not, and do not, affect the applicability, operation, or enforcement of these regulations.

Section 1.11. Savings Provision. These Regulations shall not be construed as abating any action currently pending before Commissioners' Court, or as affecting the liability of any firm, person, or corporation, or as waiving any right of the State or County under any section or provision existing at the time of adoption of these Regulations, or as vacating or annulling any rights obtained by any person, firm, or corporation by lawful action of the County, except as shall be expressly provided for in these Regulations.

DIVISION 2. MINIMUM STANDARDS

Section 2.1. Scope of Standards.

- (a) The establishment of a residential development with two or more lots of five acres or less where the water supply and sewer services do not meet the minimum standards of this division is prohibited. A subdivision with lots of five acres or less is presumed to be a residential development unless the land is restricted to nonresidential use on the final plat and all deeds and contracts for deeds.
- (b) In order to prevent the proliferation of residential subdivisions lacking proper water, wastewater and other infrastructure, any subdivision in which 50 percent or more of the lots are undeveloped or unoccupied on or after the 25th anniversary of the date the plat for the subdivision was recorded with the County ("Anniversary Date") is required to meet the same development and infrastructure standards within (1) Division 2 for a residential subdivision under section a) above and (2) the El Paso County Flood Damage Prevention Order. "Undeveloped lot(s)" means a lot or lots on which improvements do not exist on the Anniversary Date.
 - a. This requirement applies only to:
 - i. A lot, or series of lots, owned by an individual, firm, corporation, or other legal entity ("Owner") that directly or indirectly offers lots for sale or lease as part of a common promotional plan in the ordinary course of business. For the purposes of this Order, "common promotional plan" means a plan or scheme of operation undertaken by a person or a group acting in concert, either personally or through an agent, to offer for sale or lease more than two lots when the land is:
 - 1. contiguous to or part of the same area of land; or
 - 2. known, designated, or advertised as a common unit or by a common name.
 - b. Construction and provision of the required infrastructure must be completed prior to the sale or conveyance of any land from the Owner to a buyer. A lot in a subdivision subject to Section 2.1 may not be sold or otherwise conveyed if the lot lacks the water supply and sewer services required by this Order, or any other applicable minimum public safety and infrastructure standards of this Order and the El Paso County Flood Order.

Section 2.2. Water Facilities Development.

- (a) Public water systems.

- (1) Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility in substantially the form attached in Appendix 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. Figure: Appendix 1A
 - (2) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC §§290.38-290.51 and §§290.101-290.120. If groundwater is to be the source of the water supply, the subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for new public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the subdivider shall provide evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.
- (b) Non-public water systems. Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, the subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108 and 290.109, either:
- (1) without any treatment to the water; or
 - (2) with treatment by an identified and commercially available water treatment system.

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

Section 2.3.Wastewater Disposal.

- (a) Organized sewerage facilities.

- (1) Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the commission in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 317 from the commission.
 - (2) Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in Appendix 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. Figure: Appendix 1B

- (b) On-site sewerage facilities.

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

Section 2.4. Greywater Systems for Reuse of Treated Wastewater.

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

Section 2.5. Sludge Disposal. The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317.

Section 2.6. Setbacks. In areas that lack a nationally recognized fire code as listed in Local Government Code, §233.062(c) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be a minimum of 10 feet, setbacks from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the county shall control to the extent greater setbacks are therein required.

Section 2.7. Number of Dwellings Per Lot. No more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

Section 2.8. Road, Easement, Lot, and Drainage Standards. No subdivision shall be approved until the subdivider provides for the construction of such roads or streets as may be required by these Regulations. Wherever the area to be subdivided is to utilize existing road frontage, such road frontage shall be suitably improved as provided herein.

- (a) Connections to Existing Subdivisions. Streets of new subdivisions shall be in line with existing streets in adjoining property except where, in the opinion of the County Engineer, the topography, requirements of traffic circulation or other considerations make it desirable to depart from such alignment. Where jogs in street alignment are unavoidable, the minimum off-set in street centerlines shall be 150 feet.
- (b) Entrance Safety. A street may not intersect another street at a point where the sight distance is restricted to less than 700 feet, except by approval by the County Engineer upon the basis of a traffic engineering investigation, unless provision is made (with copies of all pertinent agreements thereto) for removal of the sign restriction.
- (c) Lot Frontage and Private Streets. Each lot in a subdivision shall abut on an existing external dedicated or recorded public street or other public thoroughfare or on an internal street meeting or exceeding the requirements of these specifications. If a private street is proposed, its design must meet minimum County standards and it must

be so approved by the County Engineer, along with detailed information relating to its perpetual maintenance including copies of all proposed agreements with property owners of the subdivision.

- (d) **Street Right-of-Way Widths.** The minimum street right-of-way widths in subdivisions shall not be less than sixty feet (60') for local streets.
 - (1) The minimum street right-of-way widths in all subdivisions shall not be less than sixty feet (60') for residential collector streets, except cui-de-sacs of six hundred feet (600') in length, may be fifty feet (50'); seventy feet (70') for neighborhood collector streets; eighty feet (80') for thoroughfares and industrial streets; ninety feet (90') for arterials; and one hundred and twenty feet (120') for State designated roadways.
 - (2) **Street Widths-** When the land proposed to be subdivided is partially or totally bounded on one or more sides by a street, way or thoroughfare having a width less than that specified in street right-of-way (R.O.W.) widths, such land shall be laid out so as to provide street widths specified herein. No lots shall front on an existing substandard R.O.W. width unless additional R.O.W. is dedicated to upgrade the R.O.W. width standards as specified herein.
- (e) **Easements**
 - (1) **Generally.** Easements for utilities and/or roadway drainage may be required across parts of lots or along lot lines as required by the County Engineer for normal roadway drainage relief. A spacing, not to exceed four hundred feet (400') along the roadway, shall be used for drainage easements unless analysis of runoff shows greater spacing is required.
 - (2) **Drainageway Easements.** Easements shall be retained along drainage ways which proposed roads, which carry drainage away from roads, or which convey main drainage from and through the lots or tracts. Easements shall be a minimum of fifteen feet (15') wide. Easement alignment shall follow the appropriate line of the channel on maximum fifty feet (50') chords, and wherever possible, shall be located along lot lines. A suitable note on the plat must restrict all properties within the subdivision insuring that drainage easements within the plat boundaries shall be kept clear of fences, building, planting and other obstructions to the operations and maintenance of the drainage facility. The abutting property shall not be permitted to drain directly into this easement except by means of a drainage structure approved by the El Paso County Engineer.
 - (3) **Privately-owned Easements, Fee Strips.** All easements or fee strips created prior to the subdivision of any tract of land must be shown on the subdivision plat with appropriate notations indicating the name of the holder of such easement or fee strip, the purpose of the easement and the facilities contained therein, the dimensions of the easement or fee strip tied to all adjacent lot lines, street right-of-way and plat boundary lines and the

recording reference of the instruments creating and establishing said easements have not been defined by accurate survey dimensions, such as "over and across" type easements, the subdivider shall request the owner of such easement to accurately define the limits and location of his easement through the property within the plat boundaries. If the holder of such undefined easement does not define the easement involved and indicates his refusal to define such easement to the County Engineer, the subdivision plat must provide accurate information as to the centerline location of all existing pipelines or other utility facilities placed in conformance with the easement owners' rights. A letter, statement, or other instrument from the owner of any privately-owned easement, or fee strip within the plat boundaries must be provided where such easements or fee strips are proposed to be crossed by streets (either public or private) or public utility or drainage easements, stating that the owner of such easement or fee strip approves such crossing of his/her private easements or fee strips for the purposes intended and depicted upon the plat. Where an instrument of record is submitted in lieu of a letter or statement from the owner of any such private easement or fee strip, the County Engineer shall then refer such instrument to the County Attorney for a determination as to whether the condition in such instrument are sufficient to adequately provide or accommodate the crossings of such private easement or fee strip by the proposed streets (either public or private) or public utility or drainage easements depicted on the plat.

- (4) ETJ Subdivisions. Easements shall be as established under the appropriate municipality's subdivision requirements for ETJ subdivisions.
- (f) Cul-de-sacs. When a street terminates in a cul-de-sac, the minimum right-of-way radius shall be fifty feet (50') and shall be no more than seven hundred and fifty feet (750') long, unless topography, density, adequate circulation or other conditions necessitate, in the County Engineer's opinion, a greater length or for subdivisions within a city's jurisdiction, or a greater length has been approved by the appropriate officials. If it is physically possible to extend a cul-de-sac street into an undeveloped adjoining property, the cul-de-sac terminating a street at the boundary line of a subdivision shall be designed so that the boundary line forms a chord in the cul-de-sac equal in length to the width of the cul-de-sac street. Eyebrows on straight roadway sections shall locate the radius point at least 30 feet from the center lines measure towards the eyebrow. (For details on Eyebrow construction, See County of El Paso Subdivision Design Standards)
- (g) Temporary Turnarounds. If proposed street extensions between subdivisions or subdivision sections are approved and platted without cul-de-sac turnarounds at the boundary of the section or subdivision, the right-of-way of that street shall be a minimum of sixty feet (60') except where a curbed type street section is to be constructed, and the street design shall include provisions for a temporary turnaround.

(h) Topography and Arrangement

- (1) Roads shall be related appropriately to the topography. Local roads shall be curved wherever possible to avoid conformity of lot appearance. All streets shall be arranged so as to obtain as many as possible of the building sites at, or about the grades of the streets. Grades of streets shall conform as closely as possible to the original topography. A combination of steep grades and curves shall be avoided. Specific standards are contained in the design standards of these Regulations.
- (2) All streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated rights-of-way.
- (3) Minor or local streets shall be laid out to conform as much as possible to the topography, to discourage use by through traffic, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide convenient and safe access to property.
- (4) Proposed streets shall be extended to the boundary lines of the tract to be subdivided, unless prevented by topography or other physical conditions, or unless in the opinion of the County Engineer such extension is not necessary or desirable for the coordination of the subdivision with the existing layout or for the most advantageous future development of adjacent tracts.

(i) Blocks

- (1) Blocks shall have sufficient width to provide for two tiers of lots of appropriate depths. Exceptions to this prescribed block width shall be permitted in blocks adjacent to major streets, railroads or waterways.
- (2) The lengths, widths, and shapes of blocks shall be such as are appropriate for the locality and the type of development contemplated, but block lengths in residential areas shall not exceed one thousand three hundred feet (1,300') nor be less than four hundred feet (400') in length.

(j) Access to Primary Arterials. Where a subdivision borders on or contains an existing or proposed primary arterial, access for residential lots from such streets shall be limited by one of the following means:

- (1) The subdivision of lots go so as to back onto the primary arterial and front onto a parallel local street; no access shall be provided from the primary arterial.
- (2) A series of cul-de-sacs, U-shaped streets, or short loops entered from and designed generally at right angles to such a parallel street, with the rear lines of their terminal lots backing onto the major arterial.

- (k) Reserve Strips. The creation of reserve strips shall not be permitted adjacent to proposed streets in such a manner as to deny access from adjacent property to such street.
- (l) Construction of Roads and Stub-end Roads.
 - (1) Construction of Roads. The arrangement of streets shall provide for the continuation of principal streets between adjacent properties when such continuation is necessary for convenient movement of traffic, effective fire protection or for efficient provision of utilities. If the adjacent property is undeveloped and the street must be a temporary stub-end street, the right-of-way shall be extended to the property line. A temporary T - or temporary - L shaped turnabout shall be provided on all temporary stub-end streets, with the notation on the subdivision plat, if applicable, that the land outside the normal street right-of-way shall revert to abutters whenever the street is continued. The County Engineer may limit the length of temporary stub-end streets in accordance with the County Design Standards of these Regulations.
 - (2) Stub-end Streets. Where a road does not extend beyond the boundary of the subdivision and its continuation is not required by the County Engineer for access to adjoining property, its terminus shall normally not be nearer to such boundary than fifty feet (50'). However, the County Engineer may require the reservation of an appropriate easement to accommodate drainage facilities for utilities. A cul-de-sac turnaround shall be provided at the end of a permanent stub-end street. For greater convenience to traffic and more effective police and fire protection, permanent stub-end streets shall, in general, be limited in length in accordance with the County Design Standards of these Regulations.
- (m) Road Design Standards. In order to provide for roads of suitable location, width, and improvement to accommodate prospective traffic, and afford satisfactory access to police, firefighting, sanitation, and road maintenance equipment, and to coordinate roads so as to compose a convenient system and avoid undue hardships to adjoining properties, the following design standards for roads are hereby required.
 - (1) Road Surfacing and Improvements. Subdividers shall construct roadways to the widths prescribed in these Regulations. Types of pavement shall be according to the County Design Standards. Adequate provision shall be made for culverts, drains, and bridges.
 - (2) Excess Right-of-Way. Right-of-way widths in excess of the standards designated in these Regulations shall be required whenever, due to topography, additional width is necessary to provide adequate earth slopes. Such slopes shall not be in excess of a ratio of three to one.

(3) Intersections

- (A) Streets shall be laid out so as to intersect as nearly as possible at right angles. A proposed intersection of two (2) new streets at an angle of less than seventy degrees (70°) shall not be acceptable. An oblique street should be curved approaching an intersection and should be approximately at right angles for at least one hundred feet (100') there from. Not more than two (2) streets shall intersect at any one point unless specifically approved by the County Engineer.
- (B) Proposed new intersections along one side of an existing street shall, wherever practicable, coincide with any existing intersections on the opposite side of such street. Street jogs with centerline offsets of less than one hundred and fifty feet (150') shall not be permitted, except where the intersected street has separated dual drives without median breaks at either intersection. Where streets intersect major streets, their alignment shall be continuous. Intersection of major parallel or near parallel streets shall be at least eight hundred feet (800') apart.
- (C) Minimum paving radius at the intersection of two (2) local streets shall be at least twenty feet (20'); and minimum paving radius at an intersection involving a collector street shall be at least twenty-five feet (25'). Abrupt changes in alignment within a block shall have the corners cut off in accordance with standard engineering practice to permit safe vehicular movement.
- (D) Intersections shall be designed with a flat grade wherever practical. In hilly or rolling areas at the approach to an intersection, a leveling area shall be provided having not greater than two percent (2%) rate at a distance of sixty feet (60'), measured from the nearest right-of-way line of the intersection street.

(n) Road Dedications and Reservations.

- (1) New Perimeter Streets. Street systems in new subdivisions shall be laid out so as to eliminate or avoid new perimeter half-streets. Where an existing half-street is adjacent to a new subdivision, the other half of the street shall be improved and dedicated by the subdivider. The County Engineer may authorize a new perimeter street where the subdivider improves and dedicates the entire required street right-of-way width within his own subdivision boundaries.
- (2) Widening and Realignment of Existing Roads. Where a subdivision borders on an existing road which is narrower than these Regulations require or which must be realigned to meet the requirements of these Regulations, the subdivider shall be required to improve and dedicate at his expense such

areas as may be required for the necessary widening or realignment of such roads. Such frontage roads and streets shall be improved and dedicated by the subdivider at his own expense to the full width as required by these Subdivision Regulations. The developer may request a waiver for improvements on excess right-of-way upon a written request to the County Engineer. Commissioners' Court may grant said waiver upon recommendation from the County Engineer.

- (3) Road Management Data. The developer shall supply the County Engineer a 3 1/2" data diskette with pertinent information necessary for the addition of streets within the proposed subdivision for inclusion into the County's Pavement Management System. The County Engineer shall supply the developer the format for preparation of the data diskette. If the developer cannot provide the data diskette, then the County Engineer will acquire the pertinent information from the developer on a prepared form and assess a service charge to the developer.
- (o) Drainage and Storm Sewers.
- (1) No subdivision shall be approved which does not make adequate provision for storm or flood water runoff channels or basins. The storm water drainage system shall be separate and independent of any sanitary sewer system. Storm sewers, where required, shall be designated by such methods as are approved by the County Engineer. Inlets shall be provided so that surface water is not carried across or around any intersection, nor for a distance of more than six hundred feet (600') in the gutter. When calculations indicate that curb capacities are exceeded at a point, no further allowance shall be made for flow beyond that point, and basins shall be used to intercept flow at that point.
 - (2) Nature of Storm Water Facilities.
 - (A) Location. The subdivider shall be required by the County Engineer to carry away by pipe or open ditch any spring or surface water that may exist either previously to, or as a result of the subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or in perpetual unobstructed easements of appropriate width, and shall be constructed in accordance with the County Design Standards.
 - (B) Accessibility to Public Storm Sewers. Where a public storm sewer is accessible, the subdivider shall install storm sewer facilities. If no outlets are located within a reasonable distance, adequate provision shall be made for the disposal of storm waters, subject to the specifications of the County Engineer. However, in subdivisions containing lots less than 10,000 square feet in area, served by central sewage facilities and served by an approved public water system, storm sewer systems shall be constructed throughout the subdivision.
 - (C) Accommodation of Upstream Drainage Areas. A culvert or other drainage

facility shall in each case be large enough to accommodate potential pass through runoff from its entire upstream area, whether inside or outside the subdivision. The County Engineer shall determine the necessary size of the facility, based on the provisions of the County Design Standards and specifications assuming conditions of maximum potential watershed development.

- (D) Effect on Downstream Drainage Areas. The County Engineer shall also study the effect of each subdivision on existing downstream drainage facilities outside the area of the subdivision. County drainage studies together with such other studies as shall be appropriate, shall serve as a guide to needed improvements. Where it is anticipated that the additional run off incident to the development of the subdivision will overload an existing downstream drainage facility, the Commissioners' Court shall withhold approval of the subdivision until provision has been made for the improvement of said potential condition. No subdivision shall be approved unless adequate drainage will be provided to an adequate drainage watercourse or facility.
 - (E) Areas of Poor Drainage. The subdivision of an area which is subject to flooding may be approved by the Commissioners' Court provided that the subdivider fills the affected area of said subdivision to an elevation sufficient to place the elevation of streets and finish floor elevation of structures at a minimum of twelve inches (12") about the elevation of the maximum probable flood. Any modifications must be in accord with any proposed sewage disposal plan for the area.
- (3) Dedication of Drainage Easements. Where a subdivision is traversed by a watercourse, drainageway, channel, or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially to the lines of such watercourse, and of such width and construction as will be adequate for the purpose. Whenever possible, it is desirable that the drainage be maintained by an open channel and adequate width for maximum potential area of flow.
- (A) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements at least fifteen feet (15') in width for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to a road. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.
 - (B) When the proposed subdivision drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured.
 - (C) The subdivider shall dedicate, either in fee or by drainage easement, land

on both sides of existing watercourses to a distance to be determined by the County-Road Examiner.

- (D) Low-lying lands along watercourses subject to flooding or overflowing during storm periods, whether or not included in areas for dedication, shall be preserved and retained in their natural state as drainage ways. Such land or lands subject to periodic flooding shall not be included in determining the area requirement for any lot.
- (p) Flood Hazard Areas. If a subdivision or a portion of a subdivision is in an area that has been defined as a Flood Hazard Area by the U.S. Department of Housing and Urban Development maps, then said subdivision or portion of subdivision shall be constructed according to the Regulations passed by El Paso County Commissioners' Court and by regulations set by the National Flood Insurance Program as stated in the Federal Register Vol. 41, No. 207-Tuesday, January 26, 1988 and any amendments thereto. The Commissioners' Court may, when it deems it necessary for the health, safety, or welfare of the present and future population of the area, prohibit the subdivision of any land which lies within the flood plain of any stream or drainage course.
- (q) Lot Size Requirements.
 - (1) General Requirements
 - (A) In proposed residential subdivisions utilizing approved public water systems and approved organized off-site wastewater facilities and there is no on-site ponding for individual lots, the minimum individual lot size shall be no less than six thousand (6,000) square feet in area.
 - (B) In proposed residential subdivisions utilizing approved public water systems and approved organized offsite wastewater facilities and there is on-site ponding or individual lots, the minimum individual lot size shall be no less than ten thousand (10,000) square feet in area.
 - (C) In proposed residential subdivisions utilizing approved public water systems and on-site sewage disposal systems, the minimum lot size shall be no less than one-half (1/2) acre in area.
 - (D) In proposed residential subdivisions utilizing non-public water systems and on-site sewage disposal systems, the minimum lot size shall be no less than one (1) acre in area.
- (r) Lot Dimensions. Minimum lot frontage shall be no less than fifty feet (50') on 6,000 square foot lots. On remaining lots, frontage may not be less than 1/3 of the length of the lot.
- (s) Lot Drainage. Lots shall be laid out so as to provide positive drainage away from

buildings and septic tank drainfields. Individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot to adjacent lots.

(t) Monuments.

(1) The subdivider shall place reference monuments in the subdivision as required herein as approved by a registered land surveyor.

(2) Size and Construction.

(A) The County survey monument shall be set in a poured-in-place, truncated concrete cone of eight inches (8") minimum diameter at the bottom and shall be a minimum of thirty-six inches (36") in depth.

(B) The monument shall be covered with a steel or cast-iron box and cover.

(3) Monument Location.

(A) Monuments shall be installed so that all front property corners of all lots in the subdivision are within line of sight of a monument, or within sight of the line between two adjacent monuments.

(B) Each monument shall be within line of sight of another monument.

(C) Monuments shall be no farther than two thousand feet (2,000') apart.

(D) At least one (1) monument shall be placed on each horizontal curve. Two shall be placed if the point of intersection (P.I.) of the tangents leading into the curve falls outside of County right-of-way.

(E) No fewer than two monuments shall be placed in one street subdivision.

(F) The perimeter boundaries of a subdivision shall be monumented in the field by monuments of two inch (2") galvanized pipe, not less than twenty-four inches (24") in length. These monuments shall be placed at all corners, except that when any such corners or points fall within a street or proposed future street, the monuments shall be placed in the site line of the street.

(G) The lines of lots that extend to rivers or streams shall be monumented in the field by iron pipes at least thirty inches (30") long and seven-eighths inches (7/8") in diameter or by round or square iron bars at least thirty inches (30") long. These monuments shall be placed at the point of intersection of the river or stream lot line with a meander line established not less than twenty feet (20') back from the bank of the river or stream.

(H) All corner monuments shall be properly set in the ground and approved by a registered land surveyor prior to filing of the final plat. All street

monuments shall be properly set within two (2) years of filing of final plat.

(u) Street Name and Addresses.

- (1) Street names may be suggested by the subdivider. Proposed names may not contain more than a total of 20 characters including all standard abbreviations nor shall they conflict with or duplicate any existing street name within the County of El Paso except as provided below. The Commissioners' Court may reject proposed names.
- (2) New streets that are extensions of, or obviously in alignment with existing streets, shall bear the name of the existing street.
- (3) Street addresses will be assigned to roads dedicated to and accepted by the County. Street addresses may be assigned to other roads at the discretion of the County Engineer.
- (4) The numbering sequence will follow that established by the City of El Paso. Block numbers shall increase at a sequence of one hundred for every 1300 linear feet or at a reasonable block length as determined by the County Engineer.
- (5) Generally, even numbers will be assigned to the southerly side of east-west streets and the easterly side of north-south streets. Odd numbers will be assigned to the northerly side of east-west streets and the westerly side of north-south streets.
- (6) Issuance of a street name or street address is for the purpose of assisting in the location of a building or parcel of land in the event of an emergency and the provision of other necessary services. The issuance of an address does not necessarily imply the acceptance of a particular road, street, or subdivision by the County of El Paso.

(v) Street Naming and Signs

- (1) Street Names. New streets in subdivisions shall be named so as to provide continuity of name with existing streets and so as to prevent conflict with identical or similar street names in other parts of El Paso County. Street names for new subdivision streets may be suggested by the subdivider. If these names are reasonable and are not similar to existing names of streets in El Paso County, then they will be forwarded to the Commissioners' Court for approval on the final plat. Suggested names should be submitted to the County Engineer's Office for preliminary approval prior to final submission.
- (2) Installation of Street Signs Required. The developer of a subdivision shall install street name signs on new streets. The proper installation of these signs is a part of the required construction standards of El Paso County, and will be inspected for approval prior to the release of the Construction Bond or other security.

- (3) Installation of Traffic Control Signs Not Required. The developer of a subdivision shall not be required to install any traffic control sign or device. The installation of such control signs or devices shall be the responsibility of El Paso County or other affected governmental agency.
- (4) Street Name Sign Standards.
- (A) Sign Assembly. Street name sign assemblies shall be post-mounted with at least one assembly at each intersection of streets or roadways.
- (B) Sign Faces. Sign blanks shall be double-faced so as to indicate street names on both sides. They shall be a minimum of six inches (6") high and eighteen inches (18") to thirty inches (30") in length as needed to adequately space four inch (4") series "C" lettering. They shall be extruded aluminum blanks with anodized finish and covered with blue reflecting sheeting with silver (white) copy and optional three-eighths inch (3/8") silver (white) borders: Designations such as Street (St), Road (Rd), etc., shall be standard abbreviations as indicated below.
- (C) Standard Abbreviations. Standard abbreviations listed shall be used. Periods, hyphens, commas, and question marks are not to be included on standard faces.

ALLEY	ALLEY
NORTHWEST	NW
AVENUE	AVE
PARKWAY	PKWY
BOULEVARD	BLVD
PLACE	PL
CIRCLE	CIR
PLAZA	PLZ
COURT	CT
ROAD	RD
DRIVE	DR
SOUTH	S
EAST	E
SOUTHEAST	SE
FREEWAY	FRWY
SOUTHWEST	SW
HIGHWAY	HWY
SQUARE	SQ
HILL	HILL
STREET	ST
JUNCTION	JCT
TERRACE	TER

LANE	LN
THRUWAY	TWY
NORTH	N
TRAIL	TR
NORTHEAST	NE
WAY	WAY
WEST	WEST

- (D) Copy. Copy, both letters and numbers, shall be four inch (4") size series "C" stroke as conforms to the "Standard Alphabet for Highway Signs" Manual and in accordance with the accompanying drawings. Block numbers shall be placed in the upper right-hand corner of the sign face.
- (E) Mounting Hardware.. The hardware shall consist of two (2) standard cast aluminum street name sign brackets, one post cap (lower) bracket for the more important roadway name and one crosspiece (upper) bracket for the less important roadway name. Bracket hardware shall lock securely to post and to sign blanks with Allen-type screws. Sign blanks shall be positioned when mounted so as to have their faces parallel to the roadway they name.
- (F) Posts. Posts shall be two inch (2") galvanized steel pipe of .065 minimum gauge securely set and tamped or cemented in place with top of post seven feet (7') above the edge of roadway surface.
- (G) Placement. The street name sign assembly should be placed on a post and located two feet (2') behind the curb on curbed roadways or six feet (6') to ten feet (10') beyond the edge of the pavement on non- curbed roadways. It should be placed on non-curbed roadways. It should be placed as near as possible to the tangent point of the edge of the less important roadway with the radius of the curve at the intersection. (for details on sign placement, See County of El Paso Subdivision Design Standards)
- (H) Installation of Signs. Installation of street name signs shall be installed and inspected for placement no later than two years after recording of subdivision plat. The County Engineer may request installation of signs on main roads before this time if he deems it necessary for public safety.

Section 2.9. Variances

(Revised, March 2014)

- (a) The Commissioners Court may grant a variance from those minimum standards not imposed by State statutes, rules, or regulations, including the Texas Model Subdivision Rules, if the Commissioners Court makes the following determinations in subsections 1-6 for subdivisions of at least 50 lots:

- (1) The variance will not in any manner vary the provisions of any other County or State statute, rule, or regulation;
 - (2) The variance will not be detrimental to the public safety, health, or welfare or injurious to other property;
 - (3) The variance will not be detrimental to proper drainage;
 - (4) The variance will not be detrimental to emergency vehicle response time, vehicular access and pedestrian passage;
 - (5) Public roads and easements are sufficient and adequate to service the subdivision, and the variance for the subdivision will not adversely impact the sufficiency and adequacy of any public roads or easements;
 - (6) The subdivision meets the adopted Alternative Design Standards listed in Appendix 3.
- (b) For subdivisions smaller than 50 lots, the Commissioners Court may grant a variance from those minimum standards not imposed by State statutes, rules, or regulations, including the Texas Model Subdivision Rules, if the Commissioners Court makes the following determinations in subsections 1-8
- (1) The variance will not in any manner vary the provisions of any other County or State statute, rule, or regulation;
 - (2) The variance will not be detrimental to the public safety, health, or welfare or injurious to other property;
 - (3) The variance will not be detrimental to proper drainage;
 - (4) The variance will not be detrimental to emergency vehicle response time, vehicular access and pedestrian passage;
 - (5) Public roads and easements are sufficient and adequate to service the subdivision, and the variance for the subdivision will not adversely impact the sufficiency and adequacy of any public roads or easements;
 - (6) The variance is sought because the conditions of the property are unique and not applicable generally to other property;
 - (7) The physical surroundings, shape, or topographical conditions of the specific property involved create a particular hardship, as distinguished from a mere inconvenience, to the owner of the property if a variance is not granted;
 - (8) Quality and past performance regarding variances will be accounted for when considering approval/denial of subdivisions subject to the above determinations.
- (c) A variance may be considered by the Commissioners Court only upon publishing notice

of the hearing in a newspaper of general circulation not less than 14 days before the hearing nor more than thirty days before the hearing. The notice contain information regarding the nature of the requested variance.

- (d) A variance, upon being granted, is valid for a 24 month period from the date of the court approval; two one-year extensions may be approved administratively by the Public Works Department if significant progress is made on the subdivision, as determined by Public Works.

DIVISION 3. PLAT APPROVAL

Section 3.1. Applications for Plat Approval.

- (a) Owner representation. An application for approval of a plat shall be filed with the county by the record owner of the property to be subdivided or the duly authorized agent of the record owner.
- (b) Standards. Every plat creating two or more lots of five acres or less for residential use shall comply with the standards of Division 2 and the requirements of Division 3 of these rules.

Section 3.2. Final Engineering Report. The final plat shall include on the plat or have attached 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 Section 3.4 of this title, the schedule shall include the start dates and completion dates.

- (a) Public water systems.
 - (1) 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 Section 2.2(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.
 - (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 and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final

engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for a public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply then the final engineering report shall include evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

- (b) Non-public water systems. Where individual wells are proposed for the supply of drinking water to residences, the final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with Section 2.2(b) 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 Section 2.2(b) of this title does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The description of the required sanitary control easement shall be included.
- (c) Organized sewerage facilities.
 - (1) 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 IB and referenced in Section 2.3(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.
 - (2) Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the commission. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for

the ultimate build-out population of the subdivision shall have been obtained from the commission and plans and specifications for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.

- (d) On-site sewerage facilities. Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC §285.4(c), including the site evaluation described by 30 TAC §285.30 and all other information required by the county's OSSF order.

Section 3.3. Additional Information. The county may, at its option, require additional information necessary to determine the adequacy of proposed water and wastewater improvements as part of the plat approval process. Such information may include, but may not be limited to:

- (1) layout of proposed street and drainage work;
- (2) legal description of the property;
- (3) existing area features;
- (4) topography;
- (5) flood plains;
- (6) description of existing easements;
- (7) layout of other utilities;
- (8) notation of deed restrictions;
- (9) public use areas; or
- (10) proposed area features

The County requires that the following information be provided as part of the plat approval process:

- (a) Classification of Subdivisions.

Whenever any subdivision of land is proposed, and before any contract is made for the sale of any part thereof, the subdivider shall apply for and secure approval of such proposed subdivision in accordance with the following procedure.

- (b) Preliminary Plat Plan Preparation Requirements.

- (1) Preliminary Plat Standards in ETJ. Standards for preparation of preliminary plats submitted to the County Engineer for proposed subdivisions located within the five (5) mile extra-territorial jurisdiction (ETJ) of the City of El Paso, or other cities' ETJs, shall be to standards proposed in that city's subdivision ordinance.
- (2) Preliminary Plat Standards Outside ETJ. Requirements for preparation of preliminary plats for proposed subdivisions located outside the five (5) mile ETJ of the City of El Paso or the ETJ of other incorporated cities in El Paso County shall be drawn to a scale of one hundred feet to one inch (100' = 1"); except that a scale of two hundred feet to one inch (200' = 1") may be used if the preliminary is over one hundred acres by express permission of the County Engineer. The maximum sheet size accepted shall be 24" x 36" (Note: the maximum final plat size for recording shall be 18" x 24"). The following are additional requirements for preliminary plats located outside ETJ:
 - (A) A minimum of two (2) copies of the preliminary plat shall be submitted to the County Engineer as described in these Regulations;
 - (B) The date, scale and north point, a key plan showing the location of the tract, the name and address of the owner, and the name of the engineer and/or surveyor;
 - (C) The proposed name of the subdivision or development will not be a duplicate of any subdivision or development of record or in process within El Paso County;
 - (D) The legal description of the property proposed to be subdivided including name of the County, survey and together with reference to the nearest section corner or an original corner of the original survey of which it is a part and/or survey tie at the nearest right-of-way or existing monument. The total acreage of the subdivision shall be placed at the bottom of the legal description in a proper manner;
 - (E) Location of existing boundary lines and width and location of platted streets, alleys within or adjacent to the property, including location of water courses, ravines, existing bridges, culverts, present structures and other features pertinent to subdivision, and location of any existing utilities with the size of sewer or water mains if they exist within the area. The total acreage of each lot is to be indicated below the lot number.

- (F) Current topographic information approximately equivalent to two (2) feet and five (5) feet less than 5% gradient and five (5) feet contours on land more than 5% gradient. Local U.S.G.S. datum shall be referenced. Topography shall be based on aerial photogrammetry, on field surveys conducted by the surveyor or engineer or on reliable existing topography. If the latter, the data source shall be noted on the plan. Such topographical information, location and dimensions shall be of sufficient accuracy as to permit the planning of drainage facilities, streets and other proposed improvements. Developed storm water shall be addressed in the drainage study;
- (G) Include the names, locations, width and dimensions of proposed streets, roads, lots, alleys and of drainage and public utility easements, parks or other public spaces, sites for all public uses and other features, and their relation to streets in adjacent subdivisions, including lot lines on the plat. Also, show the location and identification of all tracts not designed as lots within the boundaries of the plat. A location map of a smaller scale as requested by the County Engineer shall be placed on the preliminary plat showing the outline and identification of the adjacent properties, location of subdivisions and how the streets or highways in the subdivision offered for record may connect with those in the nearest subdivision or other roads in the area. The location map should be oriented with the drawing and in the same direction as the detail subdivision drawing:
- (H) The location of the boundaries of the Flood Hazard Area for the regulatory (100 Year) flood for all waterways in accordance with the requirements of El Paso County Flood Plain Regulations (See El Paso County Manual "Guidelines and Procedures for Development Permits") and the drainage requirements of this specification. Certification of these boundaries (if any) by a professional engineer or registered surveyor is required;
- (I) Certification from utility and/or service agencies indicating their satisfaction with the location and extent of utility easements. Said certification will also state whether services will be available sufficient to serve the subdivision. If certifications are not submitted with the preliminary plats showing all proposed easements, the County may forward plats and a comment sheet to these agencies requesting utility service information and easement location comments and will charge a fee to cover the cost;
- (J) A general summary description of any deed restrictions proposed indicating the lots so restricted and all pertinent documents pertaining to

the creation of a property owners' association responsible for maintenance obligations, if such private ownership is to be established;

(K) A list of all street names.

- (c) Review of plans. The County Engineer shall review the preliminary plat and make written comments concerning the suitability of the plan for compliance to these Subdivision Regulations. In the event the preliminary plat for the proposed subdivision is in a city's extra-territorial jurisdiction, 2 copies shall be provided to the County Engineer at least fourteen (14) days prior to the first presentation for consideration of the plat by the Planning Commission of the city. The written comments of the County Engineer will be submitted through the city approval process and will be presented at the Planning Commission of the affected city. Otherwise, written comments will be mailed directly to the person submitting the plat with a copy to the City Planning authority.
- (d) Final Plat Plan Preparation Requirements.
- (1) Final Plat Plan Standards Outside ETJ. After the preliminary plat has been approved, the final plat shall be legibly drawn with waterproof ink on high quality cloth or shall be produced by use of other materials of a permanent nature in general use by the engineering profession. The plat shall be drawn on sheets no larger than 24" x 36" and no smaller than 18" x 24" (multiple sheets may be necessary), and shall be submitted to the County Engineer for final review prior to Commissioners' Court approval.
- (2) Information Required on Final Plat Plan.
- (A) The date, subdivision title, scale, location map and north point.
- (B) The name of the subdivision and adjoining subdivisions, the name of the streets (to conform wherever possible to existing street names whenever extending streets, but not to create new streets with duplicated names), numbers on each lot and block, and street addresses (provided by the County Engineer).
- (C) The lines and names of all proposed streets or other ways or such easements, including a statement of the purpose for which each easements are dedicated. The lines and names of other open spaces to be dedicated for public use or granted for use by the inhabitants of the subdivision. Show all natural drains and water courses as they exist, or as adjusted, with an easement of width as required hereafter in these specifications. All easements of record shall be shown, or if incapable of being definitely located on the ground, a statement of such easements must appear on the plat.

- (D) Sufficient data to determine readily and reproduce on the ground the location, true bearing and length of every street line, lot line, block line, whether curved or straight and include the true north point. This shall include the complete curve data for property lines, centerlines of the rights-of-way and returns.
- (E) The location of all permanent monuments and control points. The monuments and pins shall be delineated in a standard manner with:
- i. found or set monuments shown as a solid circle;
 - ii. to-be-set monuments as an open circle with a solid small circle in the center;
 - iii. to-be-set pins as an open circle to indicate return radii, change of bearing and block corners;
 - iv. square footage of each lot to be placed under lot number.
- (F) Dimensions shall be shown in feet and hundredths of a foot, and angles in degrees, minutes and seconds. All lines and ties to primary control points and existing monuments, survey corners, etc., shall be shown.
- (G) The location of the boundaries of the Flood Zone Area for the regulatory flood (100-Year Flood) for all waterways in accordance with the requirements of the El Paso County Flood Plain Regulations and drainage requirements of these Regulations. These boundaries shall be established by a professional engineer or registered surveyor of the State of Texas, whose seal and signature shall appear on the plat. (Should the subdivider elect to contain the Flood Hazard Area within a drainage easement, the actual boundaries of the Flood Hazard Area, need not be shown provided that the Engineer certifies that the actual Flood Hazard Area boundaries are contained within the drainage easement).
- (H) If finished floor elevations for buildings in the lots, a portion or all of which lots lie in Flood Hazard Areas, are noted on the plat within the boundaries of the lot or tract to which they apply, then minimum development permit fees are applicable for buildings constructed on these lots. Elevation verification will still be required. The floor elevations shall be determined by the engineer or surveyor and shall comply with the requirements of the El Paso County Flood Plain Regulations and the drainage requirements of these Regulations.
- (I) One or more benchmarks shall be monumented in subdivisions which contain or bound flood hazard areas. The distance between benchmarks in a subdivision shall not exceed 2,500 feet.

- (e) Certificate and Acknowledgments.
- (1) The following certificates and acknowledgments, and all other now or hereafter required, shall appear on the first sheet of the final plat:
- (A) Include book and page of restrictive covenants, if any:
 - (B) A statement signed and acknowledged by the owner(s) dedicating all streets, alleys, easements, parks and other open spaces to public use; or when the subdivider has made provisions for perpetual maintenance thereof, to the inhabitants of the subdivision. The acreage subdivided out of each tract and the acreage out of each original survey, if out of more than one tract or more than one original survey, shall be separately displayed in tabular form.
 - (C) The signatures of the chairman and secretary of the County Planning Commission and appropriate city planning officials, if applicable, attesting to approval of the plat.
 - (D) Certification by a professional engineer or registered surveyor that the plat represents a survey made by him, and that all the necessary survey monuments are correctly shown thereon.
 - (E) Certification for signature by the County Clerk attesting to the date and fact of filing for record and book and page of record in the Plat Records of El Paso County.
 - (F) If any portion of any lot shown on a subdivision final plat is covered by the "A" zone as per FEMA flood plain maps the building elevation (one foot (1') above the 100-year flood level) for each site so affected shall be determined by an engineer, and shall be shown on the plat, with a professional engineer's certification.
 - (G) An endorsement that no roads will be maintained by the County until paved by the subdivider or property owner and legally approved and accepted by the County.
 - (H) A notation that no more than one single family detached dwelling shall be located on each lot.
- (f) Other Data Required with Final Plat Plan. All final plats shall incorporate all the provisions relating to preliminary plat approval where appropriate and reflect the conditions of the final requirements and previously imposed requirements by the El Paso County Engineer or Commissioners' Court, together with the following additional requirements:

- (1) Two copies of detailed information relating to the continuous maintenance of the private streets, together with copies of all proposed agreements thereto;
- (2) Three copies of detailed construction plans for streets and drainage shall bear the seal and signature of a professional engineer shall be submitted with the final plat for review and approval of the County Road Engineer;
- (3) A good and sufficient bond or letter of credit for the proper construction and maintenance of the streets, drainage facilities, water systems, sewerage facilities, monuments, in addition to such other sureties as may be approved by the Court in accordance with these Regulations;
- (4) Provide documentation (or within the ETJ of an incorporated municipality, copies of Utility Comment sheets) from any other utility and/or service companies serving the immediate area (electric power, telephone, and gas) which state what services will be available to the subdivision;
- (5) A tax certificate (receipt) from all taxing entities that levy ad valorem taxes within the County, certifying that all taxes for the subdivision have been paid;
- (6) A copy of the restrictions and covenants to be recorded, if any;
- (7) Proof of ownership must be provided;
- (8) Proof of an approved Subdivision Construction Authorization from the El Paso City-County Health District.

Section 3.4 Financial Guarantees for Improvements.

- (a) Applicability. If an adequate public or non-public water system or sewerage facility is not available from a retail public utility or are not constructed by the subdivider, or roads and streets are not constructed, to serve lots intended for residential purposes of five acres or less at the time final plat approval is sought, then the commissioners court shall require the owner of the subdivided tract to execute an agreement with the county in substantially the form attached in Appendix 2A secured by a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit which meet the requirements set forth below. Figure: Appendix 2A
- (b) If a subdivision is subject to the requirements set forth in Section 2.1(b) of this Order, the County shall require, to the extent practicable, the Owner to execute an agreement with the County utilizing the form attached in Appendix 2A that shall be 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.
- (c) Bonds. A bond that is submitted in compliance with subsection (a) of this section shall meet the following requirements.
 - (1) The bond or financial guarantee shall be payable to the county judge of the county, in his official capacity, or the judge's successor in office.

- (2) The bond or financial guarantee shall be in an amount determined by the commissioners court to be adequate to ensure proper construction or installation of the public or non-public water facilities, and wastewater facilities to service the subdivision, including reasonable contingencies, but in no event shall the amount of the bond be less than the total amount needed to serve the subdivision as established by the engineer who certifies the plat.
 - (3) The bond shall be executed with sureties as may be approved by the commissioners court. The county shall establish criteria for acceptability of the surety companies issuing bonds that include but are not limited to:
 - (A) registration with the Secretary of State and be authorized to do business in Texas;
 - (B) authorization to issue bonds in the amount required by the commissioners court; and
 - (C) rating of at least B from Best Key's Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bonds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.
 - (4) The bond shall be conditioned upon construction or installation of water and wastewater facilities and roads and streets meeting the criteria established by Division 2 of these rules and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners court.
- (d) Letter of Credit. A letter of credit that is submitted in compliance with subsection (a) of this section shall meet the following requirements.
- (1) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$10,000 and less than \$250,000 must be from financial institutions which meet the following qualifications.
 - (A) Bank qualifications:
 - i. must be federally insured;
 - ii. Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets; and
 - iii. total assets must be at least \$25 million.
 - (B) Savings and loan association qualifications:

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

(C) Other financial institutions qualifications:

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

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

(A) Bank qualifications:

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

(B) Savings and loan association qualifications:

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

(C) Other financial institutions qualifications:

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

receipts for all collateral before the letter of credit is accepted.

- (3) The letter of credit shall list as sole beneficiary the county judge of the county, in his official capacity, or the judge's successor in office, and must be approved by the county judge of the county. The form of the letter of credit shall be modeled after the form attached in Appendix 2B. Figure: Appendix 2B
- (4) The letter of credit shall be conditioned upon installation or construction of water and wastewater facilities meeting the criteria established under Division 2 of these rules 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.
- (e) Financial guarantee. The county will determine the amount of the bond, letter credit, or cash deposit required to ensure proper construction of adequate water and wastewater facilities in the subdivision.
- (f) Alternative to county accepting a financial guarantee. The county may approve a final plat under this section without receiving a financial guarantee in the name of the county if:
 - (1) the property being subdivided lies wholly within the jurisdiction of the county;
 - (2) the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and
 - (3) the municipality has executed an interlocal agreement with the county that imposes the obligation on the municipality to:
 - (A) accept the bonds, letters of credit, or other financial guarantees, that meet the requirements of this section;
 - (B) execute the construction agreement with the subdivider; and
 - (C) assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

Section 3.5. Review and Approval of Final Plats. After approval of the final plat by the County Engineer, the subdivider must submit the recording plat to the County Commissioners Court for approval. The recording plat shall conform with the approved final plat and shall comply with all provisions of these Regulations.

- (a) Scope of review. The county will review the final plat to determine whether it meets the standards of Division 2 and the requirements of Division 3 of these rules.

- (b) Disapproval authority. The commissioners court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these rules.
- (c) Prerequisites to approval. Final plat approval shall not be granted unless the subdivider has accomplished the following:
 - (1) dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail public utility responsible for operation and maintenance of the facilities; and
 - (2) provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from the commission of the plans and specifications for such construction, including any change orders filed with these agencies; or
 - (3) obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial agreement with the county secured by a bond or other alternative financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bond or financial guarantee meeting the criteria established in Division 3 of these rules.
 - (4) received approval from the El Paso City-County Health District is appropriate;
 - (5) paid all required fees; and
 - (6) complied with the road construction requirements of Section 3.8.
- (d) Subdivision Sign Requirements. The subdivision developer shall erect two signs stating the availability of potable water and public sewer service that will be provided in the subdivision. The sign shall be as described in Appendix 3A and 3B and must be visible and clearly legible from a public road within the subdivision as determined by the County Engineer. The subdivider shall maintain said sign for a period of at least one year or until all lots are sold, whichever is longer. The subdivider shall notify the County Road Engineer of the date and location of sign placement. The County Road Engineer shall locate and verify the placement of the sign prior to final approval by Commissioners' Court.
- (e) Withdrawal of Final Plats. A final plat may be withdrawn by the applicant prior to filing for record. Request for withdrawal shall be made officially in writing. No refund of processing fee shall be made on withdrawn subdivision plats.
- (f) Approval. Upon final approval by Commissioners' Court, an approval order shall be entered in the minutes of the Court. In addition, the Court shall issue a certificate stating that the plat has been reviewed and approved by the Court.

Section 3.6. Time Extensions for Providing Facilities.

- (a) Reasonableness. The commissioners court may extend, beyond the date specified on the plat or on the document attached to the plat, **or in an agreement required by Section 3.4 of this Order**, the date by which the required water and sewer service facilities must be fully operable if:
 - (1) any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that comply with Section 3.4 are submitted which will be effective for the period of the extension; and
 - (2) the court finds the extension is reasonable and not contrary to the public interest.
- (b) Timeliness. If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.
- (c) Unreasonableness. An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the standards of Division 2 of these rules.

Section 3.7. Criteria for Subdivisions that Occurred Prior to September 1, 1989.

- (a) Authority and scope. This section shall apply only to tracts of land that were divided into two or more parts to lay out a subdivision before September 1, 1989 and have not been platted or recorded. This section is in addition to the authority of the county to grant a delay or variance pursuant to Local Government Code §232.043 or a rule of the county adopted pursuant to such provision.
- (b) Purpose. It is the purpose of this section to promote the public health of the county residents, to ensure that adequate water and sewerage facilities are provided in subdivisions within the jurisdiction of this county, and to establish the minimum standards for pre-1989 subdivisions for which no plat has been filed or recorded in the records of the County.
- (c) Required plat. In the event that the owner of tract of land located outside the limits of a municipality who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 1, 1989, including an addition, or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plat of the subdivision prepared, approved by the commissioners court, and filed, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the commissioners court as provided in this section in lieu of the filing of a plat of the subdivision.

- (d) Special criteria. The commissioners court may approve the plat of a residential lot which does not comply with the provisions of Section 1.5(b) of this title (sale restrictions), Section 2.6 of this title (Setbacks), Section 2.7 of this title (Number of Dwellings per Lot), Section 3.2 of this title (Final Engineering Report), and Section 3.4 of this title (Financial Guarantees for Improvements) as applied to an individual subdivided lot if such approval is in harmony with the general purpose and intent of these rules so that the public health, safety, and welfare may be secured and substantial justice done.
- (1) Owners of individual lots in a single unplatted subdivision may file a joint request for approval of their respective individual residential lots.
- (2) An application for approval of the plat of an individual lot shall be made in writing. The application shall state specifically the division, section, or subsection with which the plat does not comply and from which a waiver is being requested. The application shall contain available information and documentation which supports the requested approval. The applicant shall also provide such additional documentation as the commissioners court may request to support the application, including:
- (A) a copy of a dated plat, sales contract, utility records, or other acceptable documentation that the subdivision occurred prior to September 1, 1989;
- (B) the name and address of the original subdivider or the subdivider's authorized agent, if known;
- (C) a survey and plat of the lot for which approval is requested, showing existing residences, roads, and utilities; and
- (D) a deed, an affidavit of ownership or other evidence of ownership of the lot for which approval is requested.
- (3) Approval of plats of individual lots shall be granted subject to the limitations of state law, and based on written findings by the commissioners court that:
- (A) the lot for which approval is requested is within a tract that was subdivided prior to September 1, 1989, and is not owned by the original subdivider;
- (B) a plat was required for the subdivision, but has not been filed with the county by the subdivider legally obligated to file it;
- (C) an existing, currently occupied residential dwelling is located on the lot;
- (D) existing water and sewer services which comply with the minimum standards set forth herein are available to the lot; and

- (E) the request is reasonable, compliance with specified sections of these rules is impractical, and a waiver is not contrary to the public health and safety.
- (e) Final determination. The commissioners court shall make the final decision on an application for a waiver, following review and recommendation by the county planning commission or department, if any. The applicant may withdraw a request for a waiver at any point in the process. If the requested waiver application is approved by the commissioners court, the county shall issue a certificate stating that a plat of the residential lot has been reviewed and approved.
- (f) If any conflicts exist between Subsections a) through e) of this Section and either the requirement set forth by Section 2.1(b) or any regulation, rule or process adopted in accordance with Texas Local Government Code §232.045, the more stringent rule and requirement shall prevail.

Section 3.8. Road Construction and Release of Security.

- (a) Notice of Start of Road and Street Construction. The subdivider, or Owner as identified in Section 2.1(b) of this Order, or his contractor shall notify the County Engineer's office of the time of start of construction of streets, drainage and other public infrastructure in the subdivision.
- (b) Pre-Construction Meeting. The subdivider and his contractor shall request and shall attend a pre-construction meeting at the office of the County Engineer. Schedule of construction and frequency and type of field inspections and source and number of field tests shall be determined at this meeting. If on-site or local unprocessed base material is proposed, and/or if "density control" is specified, a representative of the subdivider's and/or contractor's field control lab shall also attend the pre-construction meeting.
- (c) Field Inspections and Field Control Tests. Field inspections and field control tests shall include but not be limited to the following:
 - (1) Utility installation backfill and density tests as required;
 - (2) Bedding and backfill of culverts and storm drains and density tests as required;
 - (3) Pre-construction inspection of any on-site or local sources of base material. If directed by the County Engineer or his agent, the testing laboratory shall make site investigations to determine that quantity of material expected to be produced from the source or sources meets gradation and atterberg specifications;
 - (4) Subgrade preparation including fills, cuts, and ditch excavation. Density tests are required in fills and other areas as determined by the County Engineer or his agent. Approval is required of subgrade preparation prior to base placement;
 - (5) Placement and compaction of base material. When "Density Control" is required, density tests shall be performed at a minimum of every five (5) stations of the final lift and at least five (5) additional locations per mile of road for each lift place. Required density tests shall be taken by an approved testing laboratory

with copies furnished to the County Engineer prior to paving. The contractor shall provide at least five (5) days notice to the County Engineer for approval of base to allow time for any county tests of density and/or thickness. Approval can be obtained in twenty-four (24) hours provided the contractor has notified the County Engineer at start of base placement and has provided his schedule for completion. Deficiencies found shall be immediately corrected before any pavement is placed;

- (6) Pavement of roads and streets. The contractor shall notify the County Engineer at least twenty-four (24) hours prior to start of paving after bases are approved. He shall provide any required data on pavement mixes, tests to be performed, etc. at least five (5) days prior to start of paving. Pavement placement and consolidation may be inspected at the option of the County Engineer.
- (d) Final Inspection. The contractor or subdivider shall request final inspection in writing. The County Engineer shall make the requested inspection no later than five (5) days following the receipt of the written request. A written "punch list" listing all deficiencies noted on the final inspection and uncorrected deficiencies from previous field inspections, shall be provided to the contractor within five (5) days following the final inspection, and if requested, also provided to the developer.
- (e) Partial Completion. Unless prior arrangement has been made with the County Engineer and approved by the County Commissioners' Court, no partial completion will be inspected or approved. Partial completions shall be allowed only after consideration of access, drainage, and other matters related to the well-being and safety of future residents. The County Engineer shall make the requested inspection no later than ten (10) days following the receipt of the written request.
- (f) Correction of Defects. Defects noted during final inspection shall be corrected within thirty (30) days. Written request for re-inspection for correction of defects will be required unless specifically waived by the County Engineer.
- (g) Full Completion Required for Release. Release from the full obligation of Construction Bond or other Construction Security except as noted in 7.9 below, shall not be granted until the entire subdivision has been inspected and found acceptable by the County Engineer and has been approved for release by the Commissioners' Court. The County shall have full rights to require maintenance under the terms of the Maintenance Bond obligation for any portion of streets, or drainage facilities accepted under partial completion, but the period of the Maintenance Bond obligation shall not start until the Commissioners' Court has authorized full release of construction obligation for work completed.
- (h) Release Statement. The County Engineer shall give written notice to the Commissioners' Court of satisfactory construction and satisfactory maintenance. Provided that Commissioners' Court finds all conditions of release to have been satisfactorily met, the Commissioners' Court shall authorize acceptance and shall cause

to be issued a release statement, signed by the County Judge, releasing the Owner and Surety from further obligation under the construction bond.

- (i) Partial/Periodic Reduction of Construction Security. Where estimated costs for road construction exceed fifty thousand dollars (\$50,000), partial or periodic reductions of construction security may be allowed. Partial or periodic reduction cannot exceed ninety percent (90%) of the security and will be signed by the County Judge as authorized by the County Commissioners' Court. Requests for periodic reductions must be accompanied by Lender's certified statements of amounts paid for completed work, professional engineer certification of quantities of work completed, and contractor's receipt of payment for work completed.

Section 3.9. Road Construction Bond and Maintenance Bond or Other Approved Security.

Where this section requires a subdivider, **or Owner as identified in Section 2.1(b) of this Order**, to execute an agreement with the County secured by a bond or other alternative financial guarantee, said bonds and financial guarantees shall meet the minimum requirements of Section 3.4.

- (a) Construction and Maintenance Bond.
 - (1) Construction Bond. In order to assure that the streets and required drainage structures are constructed in a timely manner and in accordance with the preceding specifications, the owner of the subdivision shall file a Construction Bond or other approved alternative financial guarantee.
 - (2) Maintenance Bond. In order to guarantee that streets and other structures are maintained to the satisfaction of the County Engineer, in good condition for one (1) year following approval of construction, the owner shall file a Maintenance Bond executed by a Surety company authorized to do business in this State, and made payable to the County Judge of El Paso County, Texas, or his successors in office, in the amount of 10% of the maximum amount specified in Section 3.9(a)(1).
 - (3) Combined Bond. The owner of the subdivision may, at his option, file a single bond instrument or financial guarantee, in lieu of separate bond instruments, as indicated above. The amount, conditions, collection, enforceability, recovery, and release of a Combined Bond shall be the same as if separate instruments were provided.
 - (4) Amount of Bond. The amount of the bond or bonds shall not exceed the estimated cost of construction of the road or street in the subdivision, or other maximum amount subsequently established by the Texas State Legislature.
 - (5) Computing Bond Amount. Unit costs for normal road and drainage construction will be based on current costs for such work developed by the County Engineer from City, County and State bid results and from information provided by local suppliers. Quantities will be as shown on the plans provided or developed from these plans required. Costs of large or unusual structures, such as bridges, will be

based on current costs for similar structures in the area.

- (6) Form of Bonds and Securities. The form of Bonds or financial guarantees to be filed shall be as shown in the attached Exhibits.
- (7) When Required. Bonds and financial guarantees shall be filed with the Commissioners' Court prior to approval of a subdivision plat for recording.
- (8) Condition and Period of Construction Bond. The condition of the Construction Bond shall be such that the subdivider of the subdivision shall begin construction of streets and other additions shown on the subdivision plat as soon as possible after date of recording of the plat in the County Clerk's Office or as directed by the County of El Paso and shall proceed and complete such construction in accordance with the foregoing specifications within a period agreed on between the owner and the County Engineer, not to exceed two (2) years with one year extensions by Commissioners' Court and bond size review. The Construction Bond shall remain in full force and in effect until all the streets in the subdivision have been completed to the satisfaction of the County Engineer or his agent and the obligation has been released by official action of the Commissioners' Court.
- (9) Collection of Construction Bond. In the event any or all of the streets as constructed by the subdivider fail to meet the requirements of the foregoing specifications and the said owner fails or refuses to correct the defects after written notice by the County Engineer, the unfinished improvements shall be completed at the cost and expense of subdivider as provided.
- (10) Condition of Maintenance Bond. The condition of the Maintenance Bond shall be such that the subdivider shall guarantee to maintain, to the satisfaction of the County Engineer, all of the streets and drainageways as shown on an approved subdivision plat which have been constructed to specifications. Construction Security shall be released by official action of the Commissioners' Court provided that the facilities are in a good state of repair and have met all County requirements.
- (11) Period of Maintenance Bond. The Maintenance Bond by its terms shall provide that liability thereunder begin on any or all of the streets in the subdivision and shall remain in full force and effect for the period of one (1) year after the date of the official release of the Construction Security on each street or portion thereof, by the Commissioners' Court of El Paso County, Texas.
- (12) Periodic Inspection. Periodic inspection of all of the streets for which Maintenance Security is held will be made by the County Engineer during the period of liability covered by the Maintenance Bond.
- (13) Enforceability of Bonds. Each of said bonds shall provide that should the same be unenforceable as a statutory bond, the subdivider shall be bound by their contract as a common law obligation.

- (14) Repeated Recovery. Recovery on said Bonds shall not be limited or exhausted by one or more recoveries less than the total amount of such bonds.
- (b) Irrevocable Letter of Credit (in lieu of bond).
 - (1) Irrevocable Letter of Credit for Bond. The Commissioners' Court may accept an Irrevocable Letter of Credit in lieu of bonds for the purpose of insuring a subdivider's promise to construct and maintain the roads and drainage facilities in a subdivision in El Paso County.
 - (2) Amount. If an Irrevocable Letter of Credit is accepted in lieu of a Bond, the amount of the security required to be posted shall be equal to the estimated cost of construction of the road and drainage facilities required in the subdivision.
 - (3) Forms. The form of an Irrevocable Letter of Credit shall be as shown in Exhibit A attached or such form as is acceptable to the County Attorney.
 - (4) Criteria. The Irrevocable Letter of credit shall meet the requirements of Section 3.4.
 - (5) The Conditions of a Letter of Credit. The general conditions of the Irrevocable Letter of Credit are the same as those stated for Construction and for Maintenance Bonds.
 - (6) Letter of Credit. Two (2) years are allowed for construction of facilities before securities are eligible for collection. The maintenance period is one (1) year following approval of construction with notice of release of construction security signed by the County Judge. The construction period can be extended past the normal period by approval of Commissioners' Court, provided the extended agreement includes increases in the amount to cover cost increases since the date of the original agreement.
 - (7) Collection of Securities. Request for collection of securities must be signed by the County Judge. A ten (10) day notice by registered mail, return receipt requested, to the lender and/or subdivider is required before proceeding to request collection of funds to complete construction and/or maintenance.
 - (8) Repeat Recovery. The recovery on the Irrevocable Letter of Credit shall not be limited or exhausted by one or-more recoveries less than the total amount of Letter of Credit.

Section 3.10. Cancellation of Subdivision. Residential subdivisions may be cancelled in accordance with the provisions for the cancellation of subdivisions in the Texas Local Government Code, Chapter 232, Subchapter B.

Section 3.11. Subdivision Review Fees. Pursuant to Texas Local Government Code §232.0305, fees in the amount of \$_____ may be charged to inspect and evaluate subdivision plans and property.

DIVISION 4. ENFORCEMENT

Section 4.1. Oversight. The owner, by submitting a plat, acknowledges the authority of the county and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules. Any such inspection or review will not subject the County or State of Texas to any action for damages.

Section 4.2. General Enforcement Authority of County. The provisions of these rules 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.

Section 4.3. Conflict of Interest; Penalty. A member of Commissioners Court who has an interest in a subdivided tract, as defined in the Texas Local Government Code § 232.034, shall follow the procedure set out in §232.034 and abstain from further participation in a vote or decision regarding the approval of a plat for the tract.

Section 4.4. Damages. At the request of the Commissioners' Court, the County Attorney or other prosecuting attorney may file an action in a court of competent jurisdiction to recover damages in an amount adequate for the County to undertake any construction or other activity to bring about compliance with a requirement established by or adopted by the Commissioners' Court under Chapter 232.

APPENDIX 1A. SAMPLE FORM FOR WATER SERVICE AGREEMENT

AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED

_____ SUBDIVISION

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

The Subdivider is _____, who is the owner, or the authorized agent of the owner, of a tract of land in El Paso 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 El Paso 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 El Paso 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 in effect on _____, 20__

The Utility

By: _____

Printed Name: _____

Office or Position: _____

Date: _____

The Subdivider

By: _____

Printed Name: _____

Office or Position: _____

Date: _____

APPENDIX 1B. SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT

AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED _____ SUBDIVISION

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

The Subdivider is _____, who is the owner, or the authorized agent of the owner, of a tract of land in El Paso 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 El Paso 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 El Paso 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 SAMPLE FORM

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the County and the Subdivider. The County is El Paso 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 Issuer: at Issuer's address shown on the Letter of Credit

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

30. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
31. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for _____ County, Texas, or the United States District Court for the _____ District of Texas, _____ Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Letter of Credit pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.
32. Release Upon Completion. Upon acceptance of all Improvements, the County agrees: (a) to complete, execute, and deliver to the Subdivider'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 SAMPLE FORM

IRREVOCABLE LETTER OF CREDIT NO.

TO: _____, Texas

DATE: _____, 20__

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

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

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

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

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

Address of Issuer:

Signature of Issuer's Authorized Officer

Printed Name: _____

Title: _____

Appendix 3: Alternative Subdivision Design Standards

(Revised Update, March 2014)

In an attempt to address growth in the unincorporated areas of the County of El Paso, the following standards have been adopted to address neighborhood design and orientation in accordance with the County Subdivision Variance Process. The standards and requirements listed below are applicable to subdivisions seeking a variance from the current standards set forth by this Code.

- (a) The standard right-of-way road width will be 54 feet to accommodate 34 feet of pavement.
- (b) The following standards will apply to lot dimensions:
 - (1) Minimum lot width of 47 feet and depth of 100 feet, yielding lots of a minimum of 4,700 square feet;
 - (2) Side setbacks, in accordance with the 2009 International Fire Code, will be a minimum of five feet; when abutting a street, the setback shall be 10 feet;
 - (3) Front setback will be 15 feet with a required 20 foot driveway setback;
 - (4) Rear setback will be a minimum of 20 feet;
- (c) The following lot-size blend will be required to ensure diversity of lot sizes:
 - (1) 35 percent of lots may be within 4,700 and 4,999 square feet;
 - (2) 30 percent of lots may be within 5,000 and 5,499 square feet;
 - (3) 20 percent of lots must be at least within 5,500 and 5,999 square feet;
 - (4) 15 percent must be at least 6,000 square feet or more;
 - (5) A subdivision blend more stringent than the one listed in subsections 1-6 will be reviewed by Public Works Department to ensure conformity of lot size diversity;
 - (6) Lots under 6,000 square feet are defined as “nonstandard”
- (d) Parkland will be required as follows:
 - (1) Every nonstandard lot will require 0.01 acres of parkland;
 - (2) One acre of parkland will be required, at a minimum, for each subdivision subject to these standards;
 - (3) Lots under 5,500 square feet in size must be located within a quarter mile of the park and provide readily accessible access to the parkland;

- (4) Maintenance of the parkland shall be the responsibility of a utility district located in the area of the subdivision; if no such district exists, the County will review the application and potential maintenance of the facility;
 - (5) Design and layout of the parkland will be coordinated and approved; administratively by the Public Works Department in coordination with any utility district that may be providing maintenance to the parkland;
- (e) In order to provide increased quality of life, the following amenities, also to be maintained by a utility district, may be used in conjunction with improved parkland. However, the minimum parkland size will remain one acre per subdivision.
- (1) Up to 50 percent of required parkland may be exchanged for hike and bike trails at a rate of 1:1. The hike and bike trails will have a minimum of 30 feet of right-of-way and shall not be included in a standard street right-of-way cross section. The trail will be meandering in nature and have basic improvements including paved pathways, landscaping and lighting;
 - (2) Up to 25 percent of required parkland may be exchanged for natural and contiguous open space at a rate of 10:1 if coterminous to the subdivision. The natural open space will include way finding signs of existing natural trails to promote use by the community. Additionally, documents proving a right to the land, such as a deed restriction or similar document, must be presented and/or filed with the County.
 - (3) Credits may be earned and used for offsite parks for subdivisions that lay coterminous with each other to provide for future development. A developer agreement will be required between the land owner and County to ensure parkland development.

NOTE: FRONT AND BACK OF SIGN WILL BE WHITE

RED LETTERS

8' - 0"	
ATENCION	
NO HAY SERVICIO PUBLICO DE AGUA Y DRENAJE DISPONIBLE _____	
EL COMPRADOR DEBERA OBTENER UN PERMISO DEL DISTRITO DE _____	
SALUBRIDAD DE LA CIUDAD-CONDADO ANTES DE INSTALAR UN _____	
SISTEMA DE DRENAJE. _____	
EL NO OBTENER UN PERMISO RESULTARA EN PENAS CIVILES _____	
Y CRIMINALES. _____	
EL COSTO CALCULADO PARA LA INSTALACION DE UN SISTEMA _____	
DE DRENAJE. _____	

BLACK LETTERS

NOTE: FRONT AND BACK OF
SIGN WILL BE WHITE