



## SUBDIVISION INFORMATION PACKET

The City of Eagle Pass is committed to enhancing quality of life by establishing standards which provide for high quality subdivision development. This packet was generated to provide you with our subdivision requirements and the costs associated with this process. This information is not intended to imply or guarantee the total costs of compliance with the subdivision requirements. **We encourage the developer and/or the principal contact for the project to arrange a pre-submittal meeting with the Planning Department before presenting the required documentation and exhibits to our office.**

The sections included in this package are listed below:

- ❖ Introduction
- ❖ Platting Process
- ❖ Plat Review Checklist
- ❖ Development Fees

Building permit information is available by calling the Planning Department at (830)-773-7781. Or by email at [planning@eaglepasstx.us](mailto:planning@eaglepasstx.us). They will be able to answer your questions concerning the building permit process for your property after it has been legally subdivided.

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The City has established a Regulatory Review Process which allows the city staff, public utilities, and private utilities to meet and discuss the requirements applicable to the subdivision. Developers and/or their representative must be present to introduce their project and answer any questions associated with their plat submittal.

Complete applications should be submitted to the Planning Department from **8:00 a.m. to noon every Monday**. The Planning Department will then coordinate the regulatory review process and will distribute the appropriate documents to all of the relevant departments, entities, and utility companies.

# **INTRODUCTION**

## **What is a subdivision?**

*City of Eagle Pass Code of Ordinances Section 23-5(a)* defines a ‘subdivision’, also referred to as a ‘plat’, as a division of any lot, tract or parcel of land situated within the city, or within its extraterritorial jurisdiction, into two (2) or more parts, or the assembly of lots or portion(s) of lot(s) into a single lot, for the purpose of laying out any division of any tract of land or any addition to any city or town, or for the laying out of suburban lots or building lots, or any lots and streets, alleys or parks or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto. "Subdivision" includes the re-subdivision and vacation and correction platting, and when appropriate to the context, relates to the process of subdivision or to the land or area subdivided.

## **Why is platting important?**

- First, it is important to identify where your property lines are located. The platting process protects current and future property owners by defining the boundaries of land ownership. Surveyors are required to set the property corners, which eliminates any confusion about where the property starts or ends and helps to prevent buildings from being constructed in areas not allowed by the zoning code. A recorded plat is an identification tool of real property, particularly for purposes of taxation and resale to future buyers. For example, “Lot 1, Block 1 of the DSD subdivision” is a valid legal description, whereas “the West 45 irregular feet of Lot 1 and Lot 2, Block 8” which is not a valid legal description.
- Second, after the property lines have been defined, the building setback areas can be determined; these building setbacks allow for future road widening, allow for the needed separations between buildings for fire protection, and prevent structures from being constructed too close to street corners where they might block the view of oncoming traffic. Platting protects future purchasers from inadequate emergency vehicle access, unsafe soil conditions, and ensures sanitary living conditions. Additional benefits of establishing legal lots through the subdivision process are the protection against substandard roads, drainage, and inadequate utilities for future buyers.
- Third, a plat drawing depicts the locations of any existing utilities, such as underground water and sewer lines, and communication lines. Identifying the locations of these utility easements allows property owners to plan building locations accordingly, and avoid building upon existing utility easements.
- Fourth, as part of the platting process, a utility plan layout will be required to determine the best location for water and sewer lines. This plan will show how extensions will be made to connect to these lines, and the plat will ultimately create new easements for the needed utilities.
- Fifth, as part of the plat process, a storm water drainage plan is required and thoroughly reviewed. When vacant land is developed, soil and vegetation that historically absorbed water is replaced with impervious surface, such as paving and rooftops, which increases water runoff. To prevent flooding or water discharge onto your neighbor’s land, a storm

drainage plan is required to determine how the increased runoff will be managed. The plat would then designate any easements which are needed to channel this increased water flow.

- Sixth, when a subdivision is proposed, the volume of traffic needs to be considered, including the review of ingress and egress points. The proper placement of roads will result in safe and efficient vehicular flow, allow for adequate access by fire, police, and ambulance, and provide the needed connectivity to neighboring areas.
- Finally, upon plat approval, the City will accept the dedication of all streets and infrastructure. This allows for the conversion of a street from private ownership to public ownership, thereby allowing the City to maintain the roadway as deemed necessary to insure a safe and efficient transportation system.

## **How was platting established and when is a plat required?**

*Chapter 212* of the Texas Local Government Code states that “the owner of a tract of land located within the City limits or in the extraterritorial jurisdiction (ETJ) of a municipality who divides the tract in two (2) or more parts to lay out a subdivision, to lay out buildings or lots, streets, alleys, squares, parks, or other parts intended for public use must have a plat of the subdivision prepared”. The City enforces the platting requirements of *City Code Chapter 23* and the Texas Local Government Code at the time a building permit or utility connection is requested. Previously platted property must file a re-plat or an amending plat for any re-subdivision or reconfiguration of lot boundaries in accordance with *Chapter 23*.

## **What are the different types of plat submittals?**

- **Preliminary Plat.** A preliminary plat is a survey or a map showing the significant features of a proposed subdivision submitted to the Planning and Zoning Commission for their approval or denial. A preliminary plat precisely describes the location and exterior boundaries of the parcel proposed to be divided, and depicts the conceptual location of proposed lots and other improvements.
- **Final Plat.** A final plat is a survey or a map prepared in accordance with the requirements of *Texas Local Government Code Chapter 212* and *Eagle Pass Code of Ordinances Chapter 23* for the purpose of creating a subdivision. When a final plat has received all approvals and signatures, it is recorded with the Maverick County Clerk. After recording, and only after recording, the lots in the subdivision may be sold.
- **Re-plat.** A re-plat is the creation of new lots in an existing subdivision. The following requirements must be met in order for the re-plat to be filed and recorded: (1) the owners of the property being re-platted have signed and acknowledged the plat, (2) the plat is approved after a public hearing, which includes a notice to all property owners within a 200-foot radius of the property 15 days prior to the public hearing and the publication of a notice in an official newspaper, and (3) the re-plat does not amend or remove any existing covenants or restrictions.

- **Plat Amendment.** A final plat that has been approved may be amended to correct an error, add a distance that was omitted, to indicate monuments, to relocate a lot line, or to address other issues which can be found in Chapter 23, *Section 23-47* of the *Eagle Pass Code of Ordinances*. The applicant requesting the amendment shall submit the amending plat, a copy of the final plat being amended, and a summary detailing the amendments being proposed. Once the Planning Department has completed the review, the plat can be presented to the Planning and Zoning Commission for their consideration.
- **Short Form Plat/Re-plat.** This shorter platting process is available when the proposed tract to be platted is no greater than 1-acre, or 43,560-square-feet, in size and will not be subdivided into more than four (4) residential lots. This plat may be presented and approved by the Planning and Zoning Commission in final form without consideration by the City Council.

Subdivisions are inspected by the Planning Department, the Fire Marshal, Public Works, and the Eagle Pass Water Works System to ensure that all infrastructure work is completed prior to filing the plat with the County Clerk's office.

### **Sale of lots upon the recording of the subdivision**

A developer is not permitted to sell or make improvements to land until the City of Eagle Pass has approved a plat of the proposed subdivision design, approved the plans for the proposed infrastructure, and the plat has been recorded. **In a situation where a plat is required, the City will not issue a building permit or serve or connect any public utilities until the applicant or owner has met all the requirements of Chapter 23 of the City of Eagle Pass Code of Ordinances.**

### **General principles of land subdivision**

When subdividing a property, the process begins with the submittal of a **preliminary plat**. The preliminary plat is routed through the review process and is presented to the Planning and Zoning Commission for their consideration; **the Planning and Zoning Commission meet the 2<sup>nd</sup> Thursday of every month**. After approval of the preliminary plat, the developer can submit the final plat which is also routed through the review process and is presented to the Planning and Zoning Commission and the City Council for their consideration; **the City Council meets on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of every month**. Prior to final plat approval, a developer can exercise one of two options: (1) Construct all the required subdivision improvements prior to recordation, or (2) Submit a financial guarantee that ensures the City that all improvements will be constructed.

Below is a list of some questions a developer and/or their agent will need to answer during the platting process:

- ✓ Do I have the appropriate Zoning on the property?
- ✓ Has my Surveyor/Engineer completed my preliminary plat?
- ✓ Has my Engineer reviewed the public water, sanitary sewer, street, drainage, and traffic control requirements and shown them on the construction plans?
- ✓ Has my Engineer submitted a driveway access permit to the Texas Department of Transportation (TxDOT) if property is abutting a TxDOT right-of-way?
- ✓ Has my Engineer completed a drainage analysis? Is my property in a designated 100-year flood plain?
- ✓ Have I paid my preliminary platting fees and all taxes (up-to-date) owed on the property? Have I paid all the final plat fees? Have I paid parkland dedication fees, if applicable?
- ✓ When will the preliminary plat case be heard by the Planning and Zoning Commission? When will the final plat case be heard by the Commission and City Council?
- ✓ Do I attend the Planning and Zoning Commission public hearing or do I send a representative?
- ✓ Has my Engineer turned in a full set of construction plans for the subdivision infrastructure?
- ✓ Did my Engineer attend the Planning Department Regulatory Review Meeting?
- ✓ Has my Engineer responded quickly to all City and other agency's plat review comments?
- ✓ Has my Engineer and Surveyor completed all revisions and returned the plat and plans to the Planning Department?
- ✓ When will my development case be heard by City Council?
- ✓ Has a Pre-construction meeting been scheduled?
- ✓ Has my Engineer supplied the City with all "as-built" plans that are required?

## Regulatory Review Team

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<b><u>Eagle Pass Water Works System (EPWWS)</u></b>		
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Brenda McCalip, Maverick County Water Control and Improvement District Interim General Manager	<a href="mailto:maverickcid1@gmail.com">maverickcid1@gmail.com</a>	830-773-5129

## **When Development is in the 5 Mile ETJ (Maverick County Offices)**

Sheriff Tom Schmerber	<a href="mailto:sheriffschmerber@co.maverick.tx.us">sheriffschmerber@co.maverick.tx.us</a>	830-773-2321
April Rodriguez, Planning Director	<a href="mailto:april.rodriguez@co.maverick.tx.us">april.rodriguez@co.maverick.tx.us</a>	830-773-4377
Hector Canales, P.E., County Engineer	<a href="mailto:hcnales1463@yahoo.com">hcnales1463@yahoo.com</a>	830-773-4377

# **PLATTING PROCESS**

## **General Information**

Every request for a subdivision plat review shall be submitted with the attached “Subdivision Application Form” with original signatures. **All documents required by this application shall be submitted to the Planning Department in a completed format.** We will review your submittal for completeness and if it is deemed that the packet is incomplete, we will contact you. Please note that we will not proceed to the Regulatory Review phase until we receive all required information and documentation. Once all information has been submitted, we will distribute the plats and plans to the departments or agencies responsible for their review.

## **Applicant participation in meetings and public hearings**

When an application is submitted for a subdivision that is subject to the Regulatory Review process, the applicant and/or their representative **MUST ATTEND** the Development review meeting where the application will be discussed. This will allow both the applicant and City Staff to understand all the details and requirements pertinent to the case. Please note that incomplete submittals are not accepted.

In addition, both the applicant and their representatives, if requested to do so by the city, **MUST ATTEND** all Planning and Zoning Commission and City Council public hearings related to their case. Please come prepared to answer any questions related to your case. This should include the purpose the request is being made, the location and any intended uses of the site, and any additional information that would help the commission or council understand your request. The Planning and Zoning Commission has made it clear that it is the applicant’s responsibility to be in attendance and be able to accurately discuss their platting cases.

## **Instructions**

Plat Classification. Review times may vary according to the type of plat under consideration. Applicants should check with Planning Department or refer to our *Code of Ordinances Chapter 23* to determine if a proposed plat will be submitted as a Preliminary Plat, Re-plat, Short Form Plat, Final Plat, or Amended Plat. Occasionally, the plat review process will reveal information that will result in a change of plat classification affecting the review schedule.

- Zoning. When the Zoning classification of the property is not consistent with the land use being proposed, an application for a Zoning change may be submitted simultaneously with the plat application.
- Processing of the Plat Application. The Planning Department will coordinate the regulatory review of the subdivision plats with other city departments and other agencies or organizations. The subdivision plat will not be considered until the subdivision plat application, all required documents, and all platting fees have been received.

- When the development review has been completed, written comments will be provided to the principal contact identifying the items that require a response. **Written responses to each comment and corrections must be received from the applicant before the plat is scheduled for review by the Planning and Zoning Commission.**
- Plat Documents. The application submittal shall include the appropriate number of copies of documents in accordance with the table shown below. The plat review process may identify the need for additional documents not listed below. **All plats should be folded with the plat name showing on the face of the exterior panel.**

<b>DOCUMENTS</b>	Preliminary Plat	Final Plat	Re-plat	Short Form	Amended Plat
Subdivision Application	1-Original	1-Original	1-Original	1-Original	1-Original
Plat Drawings (Staff Review)	12 copies	12 copies	12 copies	12 copies	5 copies
P&Z Meeting	PDF	PFD	PDF	PDF	PDF
City Council	PDF	PDF	PDF	N/A	N/A
Plat Exhibits	N/A	1 copy of Exhibit 9, 10, & 11	1 copy of Exhibit 5, 6, 7, 9, & 10	1 copy of Exhibit 9, 10, & 11	N/A
Preliminary Engineering Report	1 Original 5 copies	1 Original 5 copies	1 Original 5 copies	1 Original 5 copies	N/A
Final Engineering Report	N/A	1 Original 5 copies	1 Original 5 copies	1 Original 5 copies	1 Original 1 copy
Storm Drainage Plan	3 copies	3 copies	3 copies	3 copies	N/A
Utility Layout Plan	6 copies	6 copies	6 copies	6 copies	As required
Engineering/Construction Plans	N/A	5 copies if inside city  7 copies if in the County	5 copies if inside city  7 copies if in the County	5 copies if inside city  7 copies if in the County	As required

## **Description of Documents**

1. Subdivision Application. The subdivision plat application is included with this information packet; it is also available on the [Planning Department](#) page on our City Website. The application must contain an original signature from the applicant. **If the applicant is not the property owner, written authorization from the property owner is required with the application.**

2. Plat Drawings. The applicant shall submit the required number of copies of the subdivision plat drawings. Subdivision plat drawings shall contain, at a minimum, the items contained in the Specifications Section of the Subdivision Regulations. Please refer to the Plat Review Checklist section in this document.
3. Plat Exhibits. The applicant shall submit the required exhibits as included in the table above for each type of plat application. The exhibits are included with this information packet.
3. Engineering Report. The applicant shall submit engineering reports bearing the seal of the responsible engineer. One report will be submitted for all the above mentioned plat types. This report shall discuss the availability and methodology of providing water facilities and wastewater treatment to individual lots in the subdivision. It should also include proposed street and drainage improvements, and contain estimates of the costs of providing said improvements. In addition, it should provide information on the existing site, access needed, and the proposed use being contemplated for the proposed subdivision. The Final Engineering report shall provide written proof that all infrastructure has been completed and meets and/or exceeds the requirements under the *City of Eagle Pass Code of Ordinances Chapter 23* and the Model Rules required by the Texas Water Development Board.
4. Storm Drainage. The applicant shall submit exhibits depicting the management of storm water runoff for the subdivision. A drainage study is required for all final plats and re-plats which require more drainage improvements than just grading. These documents are necessary to determine the need for drainage improvements or drainage easements. Specifications for these documents are contained in our *City of Eagle Pass Code of Ordinances Chapter 23*.
5. Utility Layout Drawings. A utility layout drawing is required to show the size and location of existing and proposed utilities. Specifications for these documents can be obtained by contacting the Eagle Pass Water Works System at (830) 773-2351. It is always recommended that the subdivider and/or principal contact meet with the utility entities to discuss the project in detail prior to submitting the plat to the Planning Department.
6. Engineering/Construction Drawings. When public improvements are required, the applicant shall submit construction plans with the subdivision plat. The engineering/construction plans shall conform to the requirements set forth in *City of Eagle Pass Code of Ordinances Chapter 23*, the Public Works Construction Design Manual, and the requirements set forth by the Eagle Pass Water Works System.
7. Site Plan. Please note that when specific building construction plans are submitted in order to begin construction immediately upon the recording of the plat, the applicant shall submit a site plan for institutional, commercial, industrial, and multi-family projects indicating the proposed location of structures, parking areas, proposed internal traffic circulation, and access from public right-of-ways. It is important to submit the site plan with the plat submittal so we can ensure that the proposed project is consistent with the plat exhibit.
8. Re-plat Certification. This document is required with all re-plat applications and shall be signed by the property owner and notarized. **See Exhibit 5**

9. Re-plat Deed Restriction Document. This document is required with all re-plat applications and shall be executed by the owner and notarized. **See Exhibit 6**
10. Water Service Agreement. When water is to be provided by the Eagle Pass Water Works System, the developer shall furnish an executed Water Service Agreement. **See Exhibit 9**
11. Wastewater Service Agreement. When waste water treatment is to be provided by the Eagle Pass Water Works System, the developer shall furnish an executed Wastewater Service Agreement. **See Exhibit 10**
12. Tree Survey. To encourage the preservation of mature trees, a tree survey shall be submitted as required in *Article VI of City of Eagle Pass Code of Ordinances Chapter 23*.
13. Tax Certificates: All taxes, assessments, and other obligations due to the City and other taxing entities shall be satisfied before processing of the plat. The applicant shall provide an **original, paid tax certificate** stating that the County, City, and School taxes have been paid for the last full year. Tax Certificates can be obtained by contacting the tax offices for the above mentioned entities.
14. Parkland Dedication. All new subdivisions that will have either single-family or multi-family lots are required to comply with *Article V of City of Eagle Pass Code of Ordinances Chapter 23*. This dedication takes the form of land or cash which is used to acquire parkland, purchase park equipment, or make improvements to existing city parkland. Please refer to the information below for parkland dedication requirements. There are other requirements related to the actual land being dedicated that need to be met and this information may be obtained in *Section 23-75 of City of Eagle Pass Code of Ordinances Chapter 23*.
  - a) The developer of any subdivision with less than fifty (50) units classified as a ‘minor subdivision’ shall not be required to dedicate parkland. The developer of minor subdivisions shall pay cash contribution in lieu of parkland dedication. The rate shall be set at a cost of one-thousand one hundred fifty dollars (\$1,150.00) per dwelling unit for single family, seven hundred fifty dollars (\$750.00) per dwelling unit for two-family, and seven hundred fifty dollars (\$750.00) per dwelling unit for multi-family.
  - b) The developer of any subdivision with fifty (50) or more units classified as a ‘major subdivision’ may be required to dedicate parkland. During the preliminary plat approval process, the developer shall designate a location for the proposed park. Should the director of parks and recreation decide that the parkland is not desirable; the developer shall pay cash contribution in lieu of parkland dedication. When an area of less than five (5) acres is required to be dedicated, the city may elect to accept the land offered for dedication, or refuse the same and require the cash dedication.

The following formula should be used to determine the acreage that should be dedicated as part of your subdivision:

$$8 \times (\# \text{ of units}) \times (3.6) / 1,000 = \text{Parkland to be dedicated (acres)}$$

15. Trip Generation Data. Vehicle trip generation data is required to be submitted with all plat applications, and shall be based upon an average weekday land use generation rate of nine (9) trips per dwelling unit for a residential subdivision. This form will be used to determine if a more in depth Traffic Impact Analysis is required.
16. Performance Bond. If the applicant desires to proceed with final plat recordation prior to the completion of the required infrastructure, then the applicant must execute a construction agreement with the City of Eagle Pass and submit a security deposit in the form of cash, or a letter of credit to ensure the completion of the required infrastructure. The engineering report must identify the actual costs for completing the facilities and the financial guarantee must be sufficient to complete the construction that is necessary to serve the subdivision. **See Exhibit 1**
17. Maintenance Bond. At the time constructed improvements have been inspected, accepted, and approved by the City Council, the developer and/or their agent shall execute the Release of Obligations for the Construction Agreement. In addition, the developer shall furnish the city a financial guarantee in the form of a cash deposit or a letter of credit in the amount of 25-percent of the total cost of infrastructure improvements. This guarantee will ensure the city against structural defects and poor workmanship for a period of eighteen (18) months. **See Exhibit 2**
18. Final Plat Exhibit. This formal written request should be submitted to the Planning Department before with the final plat application. **See Exhibit 11**
19. Letters of Certification. The developer shall submit clearance letters that will certify that all plans have been approved and all required infrastructure has been completed, inspected, and approved. Letters are required from the following entities: Eagle Pass Water Works System, Texas State Natural Gas, AEP or Rio Grande Electric Cooperative, Public Works, and our Fire Marshal.

### **What is needed to record a plat?**

- The plat must describe the subdivision by metes and bounds
- The subdivision must be located with respect to a corner of the survey or an original corner of the original survey of which it is a part
- Dimensions of the subdivision, and of each street, alley, square, park must be stated
- Plat must be signed by the owner or the owner's agent
- Plat must be accompanied by the Maverick County plat recordation fees
- Plat must have the Model Rules Certification
- Plat must contain the required certifications (See Exhibit 1)
- Applicant must submit original, paid tax certificates for the land being platted

# PLAT REVIEW CHECKLIST

\*\*\*This checklist must be submitted with the initial plat application\*\*\*

The following information is related to the plat drawing:

- Map sheet size of 24"x36" \_\_\_\_\_
- Adjacent Property Lines, Streets, and Easements \_\_\_\_\_
- Names of owners of property within 200 feet \_\_\_\_\_
- Names of Adjoining Subdivisions \_\_\_\_\_
- Front yard setback lines \_\_\_\_\_
- Side yard setback lines \_\_\_\_\_
- Rear yard setback lines \_\_\_\_\_
- City boundaries \_\_\_\_\_
- Written metes and bounds description \_\_\_\_\_
- Exact location in ETJ (if outside of city limits) \_\_\_\_\_
- Date the drawing was prepared \_\_\_\_\_
- Location, width, and purpose of all existing easements \_\_\_\_\_
- Location and width of all existing and proposed utilities \_\_\_\_\_
- Topographical Information \_\_\_\_\_
- Location, width, and purpose of all proposed easements \_\_\_\_\_
- Consecutively numbered or lettered lots and blocks \_\_\_\_\_
- North Arrow and Prevailing Wind \_\_\_\_\_
- Seal of registered land surveyor \_\_\_\_\_
- Consecutively numbered plat notes and conditions \_\_\_\_\_
- "No more than one (1) single family detached dwelling shall be located on each lot" \_\_\_\_\_
- Location and dimensions of public use areas (if applicable) \_\_\_\_\_
- Graphic scale of no greater than 1" = 100' \_\_\_\_\_
- All existing and proposed street names \_\_\_\_\_
- Dimensions of all existing and proposed rights-of-way \_\_\_\_\_
- Subdivision boundary in bold lines \_\_\_\_\_
- Subdivision name \_\_\_\_\_
- Title Block identifying plat type \_\_\_\_\_
- Vicinity location map \_\_\_\_\_
- List of all proposed subdivision restrictions \_\_\_\_\_
- Location and dimensions of existing structures \_\_\_\_\_
- Zoning classification of all properties shown on plat \_\_\_\_\_
- Dimensions of existing and proposed lots \_\_\_\_\_
- Location of 100-year flood limits (where applicable) \_\_\_\_\_
- Area in square feet and acreage for each lot \_\_\_\_\_
- Any existing structures which encroach any setback lines \_\_\_\_\_

# **DEVELOPMENT FEE SCHEDULE**

Variance Request *Plus Publication Fee (approx \$500 this will be invoiced separately)	\$100.00
Zoning Change *Plus Publication Fee (approx \$500 this will be invoiced separately)	\$150.00
Conditional Use Permit *Plus Publication Fee (approx \$500 this will be invoiced separately)	\$100.00
Preliminary Plat Application  *Plus \$10 per Single Family residential lot and \$150 per acre	\$200.00*
Final Plat Application  **Plus \$10 per Single Family residential lot and \$150 per acre	\$200.00**
Re-plat Application * Plus Publication Fee (approx \$500 this will be invoiced separately)	\$150.00
Amended Plat Application	\$50.00
<p>Payment schedules for cash contributions in lieu of parkland dedication.</p> <p>The director of parks and recreation shall recommend to the planning and zoning commission that developers of all minor subdivisions meet the parkland dedication guidelines with a cash contribution. The rate shall be set at a rate of one thousand one hundred fifty dollars (\$1,150.00) per dwelling unit for single family; seven hundred fifty (\$750.00) per dwelling unit for two-family; and seven hundred fifty dollars (\$750.00) per dwelling unit for multi-family.</p> <p>The director of parks and recreation shall recommend to the planning and zoning commission that developers of all major subdivisions meet the parkland dedication guidelines with a cash contribution. The rate shall be set at a rate of one thousand one hundred fifty dollars (\$1,150.00) per dwelling unit for single family; seven hundred fifty (\$750.00) per dwelling unit for two-family; and seven hundred fifty dollars (\$750.00) per dwelling unit for multi-family.</p> <p>A park plan that consists of a cash contribution in lieu of parkland dedication as provided for in this section may be approved by the director of the parks and recreation department for a residential subdivision of ten (10) dwellings or less.</p>	
Maverick County Plat Recording Fee Payable to Maverick County Clerk	\$48.00

**\*\*\*Public Hearings: By state law public hearing notices shall be published in a newspaper with second class postage\*\*\***

### **Subdivision Inspection Fee**

A subdivision inspection fee of 3% of the total cost of improvements shall be submitted with the preliminary plat application.

### **Water and Wastewater Connection Fees**

These fees are due with the application for new water and sewer service. Connection fees are based on the costs required to install infrastructure to meet the demands of new development. Please contact Eagle Pass Water Works at (830) 773-2351 for the current fee schedule.

# **EXHIBIT 1**

**The final plat shall include one of the following acknowledgments:**

a. For a natural person acting in his own right:

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on (date) by (name or names of person or persons acknowledging).

\_\_\_\_\_  
(Signature of officer)

(Title of officer)

My commission expires: \_\_\_\_\_.

b. For a natural person as principal acting by attorney-in-fact:

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on (date) by (name of attorney-in-fact) as attorney-in-fact on behalf of (name of principal)

\_\_\_\_\_  
(Signature of officer)

(Title of officer)

My commission expires: \_\_\_\_\_.

c. For a partnership acting by one (1) or more partners:

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on (date) by (name of acknowledged partner or partners), partner(s) on behalf of (name of partnership), a partnership.

\_\_\_\_\_  
(Signature of officer)

(Title of officer)

My commission expires: \_\_\_\_\_.

d. For a corporation:

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on (date) by (name of officer), (title of officer) of (name of corporation acknowledging) a (state of incorporation) corporation, on behalf of said corporation.

\_\_\_\_\_  
(Signature of officer)

(Title of officer)

My commission expires: \_\_\_\_\_.

e. For a public officer, trustee, executor, administrator, guardian, or other representative:

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on (date) by (name of representative) as (title of representative) of (name of entity or person represented).

\_\_\_\_\_  
(Signature of officer)

(Title of officer)

My commission expires: \_\_\_\_\_.

**Planning and Zoning Commission Certification:**

This plat of \_\_\_\_\_ Subdivision was presented to the Planning and Zoning Commission and approved on \_\_\_\_\_, 20\_\_\_\_, by the Planning and Zoning Commission of the City of Eagle Pass, Texas.

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

Chairman \_\_\_\_\_

**City Council Certification:**

This plat was presented to the City Council of Eagle Pass and approved on \_\_\_\_\_, 20\_\_\_\_\_, by the City Council of the City of Eagle Pass, Texas.

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

Mayor \_\_\_\_\_

**Engineer's Certification:**

STATE OF TEXAS            )

COUNTY OF MAVERICK        )

I certify that the water and wastewater service facilities described in the final engineering report attached hereto are in compliance with the Model Subdivision Rules adopted under § 16.343, Texas Water Code.

(Seal)

**Surveyor's Certification:**

STATE OF TEXAS            )

COUNTY OF MAVERICK        )

I, the undersigned, a \_\_\_\_\_ in the State of Texas, hereby certify that this plat was prepared from an actual survey conducted on \_\_\_\_\_, 20\_\_\_\_\_ under my supervision on the ground and the monuments shown are within the positional tolerance required by 22 TAC § 663.15.

(Seal)

**Housing Certification:**

No more than one (1) single-family detached dwelling shall be located on each lot.



# PLANNING DEPARTMENT

3295 Bob Rogers Drive, Eagle Pass, TX 78852 • Telephone: (830) 773-7781 • Fax: (830) 773-7803  
www.eaglepasstx.us • planning@eaglepasstx.us

## SUBDIVISION APPLICATION

TYPE OF SUBDIVISION (check one):

- Preliminary     
  Final     
  Replat     
  Amendment     
  Short Form Final

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

Maverick County Property Identification Number(s): \_\_\_\_\_

Name of Addition: \_\_\_\_\_

Location of Addition: \_\_\_\_\_

Number of Residential Lots: \_\_\_\_\_ Number of Commercial Lots: \_\_\_\_\_ Gross Acreage: \_\_\_\_\_

Number of New Street Intersections \_\_\_\_\_ Linear feet of Streets \_\_\_\_\_

Is Subdivision inside city limits? Yes ( ) No ( ); If so, Zoning District: \_\_\_\_\_

Existing Land Use: \_\_\_\_\_ Proposed Land Use: \_\_\_\_\_

Requested Variances: \_\_\_\_\_

### PROPERTY OWNER:

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

Contact: \_\_\_\_\_

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

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

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

### PROPERTY OWNER:

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

Contact: \_\_\_\_\_

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

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

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

**APPLICANT/SUBDIVIDER:**

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

Contact: \_\_\_\_\_

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

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

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

**SURVEYOR:**

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

Contact: \_\_\_\_\_

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

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

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

**ENGINEER:**

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

Contact: \_\_\_\_\_

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

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

City: \_\_\_\_\_

Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

---

**PRINCIPAL CONTACT:** \_\_\_\_\_ Owner \_\_\_\_\_ Applicant \_\_\_\_\_ Surveyor \_\_\_\_\_ Engineer

**All City communication regarding the subdivision will be directed only to the designated principal contact.**

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**STATEMENT OF APPLICANT**

The information contained in this subdivision application contains true and accurate information provided to the best of my ability. I acknowledge that the City of Eagle Pass will use the information contained herein as the basis for the review of the subdivision application's conformance with the provisions of *City of Eagle Pass Code of Ordinances Chapter 23*.

I understand that the City of Eagle Pass may use third party engineering peer review services. I acknowledge and agree that I am responsible for the payment of services attributable to my project, and that the preliminary approval process or final approval process will not proceed until and unless I have provided payment for the aforementioned services.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**STATEMENT OF OWNER/SUBDIVIDER**

I, the undersigned, hereby certify that: (1) I am the owner the land subject to this request for a subdivision; (2) I authorize \_\_\_\_\_ to act as my agent for all documents pertaining to this subdivision application; (3) the information contained in this subdivision application or accompanying information is true and correct; (4) I will advise the City in writing of any inaccurate, misleading or false statements in the subdivision application or accompanying information; (5) the City will be advised in writing of any change in ownership of the property that is the subject of this subdivision application provided the change of ownership occurs prior to the recording of the final approved plat, if any; and (6) I will liable to the City of Eagle Pass for the completion of all site improvements required by Section 23 of the City's Code of Ordinance until such time as such improvements, if any, shall have been actually completed and accepted by the city.

\_\_\_\_\_  
Owner / Subdivider Signature

\_\_\_\_\_  
Date

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared \_\_\_\_\_(Name), \_\_\_\_\_(Title) , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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



Exhibit "1"

## **SUBDIVISION CONSTRUCTION AGREEMENT**

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the City of Eagle Pass and the Subdivider. 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 City.
2. Effective Date. This Agreement is effective on the date the City 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 the City'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 City to subdivide the Property in accordance with the requirements imposed by Texas statutes and the City's ordinances, regulations, and other requirements; and
5. City 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 City 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 City'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 City 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 City's requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the City prior to commencement of construction, and subject to inspection, certification, and acceptance by the City.
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 City 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 Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the City 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 City 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 the City's acceptance of dedication of any of the Improvements, the City may require the Subdivider to post a maintenance bond or other financial security acceptable to the City to secure the warranty established by the Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement for the Letter of Credit, at the written request of the Subdivider or the Issuer the City 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 City.

11. Security. To secure the performance of Subdivider's obligations under the Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the City, a cash deposit to be held by the City 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 City, 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 City's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to the Agreement (the Issuer). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the City may revise the standard form letter of credit its 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 City 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 City 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 City shall determine the Estimated Remaining Cost and shall complete, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the City determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the City 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 City estimates to be the cost of completing all Improvements which are incomplete as of the time of such estimate.

## **CITY'S OBLIGATIONS**

13. **Inspection and Certificate.** The City 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 City Standards and specifications. The inspections and certifications will be conducted in accordance with standard City policies and requirements. The Subdivider grants the City, 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 City will provide timely notice to the Subdivider wherever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and 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 City 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 City will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the City'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 City pursuant to one or more draws under the Letter of Credit shall be maintained by the City in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are disbursed by the City. The City may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the City, or in accordance with the terms of a written construction contract between the City and a third party for the construction of Improvements. Escrowed Funds not used or held by the City for the purpose of completing an Improvement or correcting defects in or failures of an Improvements, together with interest accrued thereon, shall be paid by the City to the Issuer of the Letter of Credit no later than sixty (60) days following the City'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 City 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 City 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 City shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

17. Cost Participation by City. If the City and Subdivider agree the City 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 City 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 City, in accordance with Paragraph 11 of the 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 City shall provide written notice of the occurrence of one 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 City shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the City 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 City, 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 City 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 an 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 City, 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 City 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 City a substitute or confirming Letter of Credit.

19. Procedures for Drawing on the Letter of Credit. The City 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 exhausted the Stated Amount of such Letter of Credit. The City 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 City'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 City, 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, 2, 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 City (including without limitation a trustee in bankruptcy) have an interest in or claim to funds drawn on the Letter of Credit and held in escrow by the City 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 City 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 City if the City is named as a defendant in an action arising from any breach on the part of Subdivider of 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 City. Notwithstanding anything to the contrary contained in this agreement, the Subdivider does not agree to indemnify and hold the City harmless from any claims, demands, costs, or liabilities, arising from any act or negligence of the City, 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 City, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof 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 City. The City'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 City 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 City, 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 City:

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 the 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 constructed 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 City agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors, and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the City 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 City, 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 authorized by all necessary corporate and governmental action of the City. 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 representatives 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\_\_\_\_.

\_\_\_\_\_  
City Official

\_\_\_\_\_  
Subdivider

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**ACKNOWLEDGEMENTS**

Before me, \_\_\_\_\_, the undersigned authority, on this day personally appeared \_\_\_\_\_ (City Official), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to that he/she executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Before me, \_\_\_\_\_, the undersigned authority, on this day personally appeared \_\_\_\_\_ (Subdivider), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to that that he/she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**EXHIBIT A**

**METES AND BOUNDS DESCRIPTION OF PROPERTY**

**SUBDIVISION IMPROVEMENTS**

Subdivision Improvements. Subdivider and City 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 City 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) _____ _____	_____ _____



RELEASE OF OBLIGATIONS UNDER  
SUBDIVISION CONSTRUCTION AGREEMENT DATED  
\_\_\_\_\_, FOR \_\_\_\_\_  
SUBDIVISION

STATE OF TEXAS                    )  
COUNTY OF MAVERICK         )  
CITY OF EAGLE PASS            )

Know all men by these present, that the City of Eagle Pass, a municipal corporation, by \_\_\_\_\_ its City Manager, does hereby release \_\_\_\_\_, his heirs, and assigns, successors, or subsequent purchasers having any right, title or interest in the property described as \_\_\_\_\_, from any and all obligations incurred under the Subdivision Construction Agreement executed on \_\_\_\_\_, concerning the construction of site improvements on the property known as \_\_\_\_\_.

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

CITY OF EAGLE PASS

ATTEST:

\_\_\_\_\_  
City Manager

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

Sworn to and subscribed before me this the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

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

My Commission Expires: \_\_\_\_\_



**VACATION DECLARATION  
(SUBDIVIDERS)**

STATE OF TEXAS                    )  
COUNTY OF MAVERICK         )  
CITY OF EAGLE PASS            )

Vacating Declaration for Plat of \_\_\_\_\_ Subdivision.

Know all men by these present, that I (we), the undersigned, hereby acknowledge that I am (we are) the proprietor(s) of all the land embraced by the plat known as \_\_\_\_\_, (a copy of which is attached hereto), approved by the City of Eagle Pass Planning and Zoning Commission on \_\_\_\_\_, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Maverick County Deed and Plat Records.

In accordance with Section 23-45, Chapter 23 (Subdivisions) of the Code of Ordinances of the City of Eagle Pass, the undersigned hereby declare such plat known as \_\_\_\_\_ to be vacated.

It is the intent of the undersigned to nullify the force and effect of the recordation of the above reference plat by filing this vacation instrument in the Maverick County Deed and Plat Records.

It is understood by the undersigned that the filing of this instrument in the Maverick County Deed and Plat Records shall cause the Maverick County Clerk to write the word AVacated@ in plain, legible letters across the plat so vacated.

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

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

Owner

\_\_\_\_\_  
Owner's Duly Authorized Agent

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

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires: \_\_\_\_\_

(There shall be a signature space for each proprietor; there shall be an acknowledgment for each signature; if there is more than one page, the pages shall be numbered page \_\_\_\_\_ of \_\_\_\_\_ (Vacating Declaration for \_\_\_\_\_ Subdivision Plat.)

This vacating declaration for \_\_\_\_\_ Subdivision Plat has been submitted to and considered by the Planning & Zoning Commission of the City of Eagle Pass, Texas and is hereby approved by such commission.

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

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

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



VACATION DECLARATION (LOT OWNER(S))

STATE OF TEXAS )(
COUNTY OF MAVERICK )(
CITY OF EAGLE PASS )(

Vacating Declaration for Plat of \_\_\_\_\_ Subdivision.

Know all men by these present, that I (we), the undersigned, acknowledge that I am (we are) the owners of the lots embraced by the plat known as \_\_\_\_\_ (a copy of which is attached hereto) approved by the City of Eagle Pass Planning and Zoning Commission on \_\_\_\_\_, and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, Maverick County Deed and Plat Records.

In accordance with Section 23-45 of the City of Eagle Pass Subdivision regulations, the undersigned hereby declares such plat known as \_\_\_\_\_ to be vacated.

It is the intent of the undersigned to nullify the force and effect of the recordation of the above referenced plat by filing this vacation instrument in the Maverick County Deed and Plat Records.

It is understood by the undersigned that the filing of this instrument in the Maverick County Deed and Plat Records shall cause the Maverick County Clerk to write the word "Vacated" in plain, legible letters across the plat so vacated.

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

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

(Owner or owner's duly authorized representative)

Lot: \_\_\_\_\_
By: \_\_\_\_\_
Title

(Owner of owner's duly authorized representative)

Lot: \_\_\_\_\_
By: \_\_\_\_\_
Title

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires: \_\_\_\_\_

(There shall be a signature space for each lot owner; there shall be an acknowledgment for each signature; if there is more than one page, the pages shall be numbered page \_\_\_\_ of \_\_\_\_ (Vacating Declaration for Plat of \_\_\_\_\_ Subdivision))

This vacating declaration for Plat of \_\_\_\_\_ Subdivision has been submitted to and considered by the Planning and Zoning Commission of the City of Eagle Pass, Texas, and is hereby approved by such commission.

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

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

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



**PLAT CERTIFICATION  
(COVENANTS)**

STATE OF TEXAS                    )  
COUNTY OF MAVERICK            )  
CITY OF EAGLE PASS              )

I (we), the owner(s) of the property described as \_\_\_\_\_,  
hereby certify that this plat  does  does not have covenants or restrictions.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner's Duly Authorized Agent

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My commission expires: \_\_\_\_\_



**REPLAT CERTIFICATION  
(COVENANTS)**

STATE OF TEXAS                    )  
COUNTY OF MAVERICK            )  
CITY OF EAGLE PASS                )

I (we), the owner(s) of the land shown on this replat hereby certify that this replat does not alter, amend, or remove any covenants or restrictions.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner's Duly Authorized Agent

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_



**REPLAT CERTIFICATION  
(RESIDENTIAL DEED RESTRICTIONS)**

STATE OF TEXAS                    )  
COUNTY OF MAVERICK            )  
CITY OF EAGLE PASS                )

I (we), the owner(s) of the land shown on this replat hereby certify that this replat does not alter, amend or remove any covenants or restrictions; I (we) further certify that no portion of the proposed area to be replatted was limited within the immediate preceding five years by any interim or permanent zoning classification to residential use for not more than two residential units per lot; I (we) further certify that no lot covered by \_\_\_\_\_ plat, approved by the Planning and Zoning Commission on \_\_\_\_\_, was limited by deed restriction to residential use for not more than two residential units per lot.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner's Duly Authorized Agent

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires:\_\_\_\_\_



**REPLAT CERTIFICATION  
(DESIGNATION OTHER THAN RESIDENTIAL)**

STATE OF TEXAS                    )  
COUNTY OF MAVERICK         )  
CITY OF EAGLE PASS            )

I (we), the owner(s) of the land shown on this replat hereby certify that this replat does not alter, amend, or remove any covenants or restrictions. I (we), further certify that all of the proposed area sought to be replatted or resubdivided was designated or reserved for usage other than for single or duplex family residential usage by notation on the last legally recorded plat or in the legally recorded restrictions applicable to such plat.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner's Duly Authorized Agent

Sworn to and subscribed before me this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_



**CITY OF EAGLE PASS**  
Water Works System

**AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED**  
Subdivision Name

2107 N. Veterans Blvd.  
Eagle Pass, Texas 78852  
Email: [contact@epwaterworks.org](mailto:contact@epwaterworks.org)  
Tel: 830-773-2351  
Fax: 830-773-1280



**CITY OF EAGLE PASS**  
Water Works System

**AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED**  
Subdivision Name

2107 N. Veterans Blvd.  
Eagle Pass, Texas 78852  
Email: [contact@epwaterworks.org](mailto:contact@epwaterworks.org)  
Tel: 830-773-2351  
Fax: 830-773-1280



**CITY OF EAGLE PASS  
APPLICATION FOR APPROVAL OF FINAL PLAT**

*INSTRUCTIONS: This form is to be completely filled out, signed, and dated by the subdivider when the subdivider requests final plat approval.*

**IDENTIFICATION OF SUBDIVISION AND PLAT**

I, \_\_\_\_\_, hereby request final plat approval for the proposed subdivision known as \_\_\_\_\_ as shown on the accompanying plat, which consists of \_\_\_\_ (*number*) sheets and which was acknowledged by me on \_\_\_\_\_ (*date*).

**SUBDIVIDER'S ACKNOWLEDGMENT**

I understand that before the plat may be recorded I must provide to the City of Eagle Pass a financial guarantee for all unbuilt infrastructure in the amount to be set by the City Council. Otherwise, I believe that I have fulfilled the requirements under state laws and city ordinances for final plat approval by the City of Eagle Pass, based upon the plat as described above and the documents and information listed below. To the best of my knowledge the information provided on this request is true and complete.

\_\_\_\_\_  
Signature of Subdivider (or Authorized Agent)

\_\_\_\_\_  
Date

**PRELIMINARY PLAT APPROVAL**

*Check if applicable, and provide the date of City Council approval.*

\_\_\_\_\_ A preliminary plat was approved by the City on \_\_\_\_\_ (*date*).

**IDENTIFICATION OF PLAT SHEETS TO BE IN COUNTY'S MAP RECORD**

I request, once the City of Eagle Pass has approved the plat and I have submitted any required financial guarantees, that sheets number \_\_\_\_\_ (*list sheets*) of the plat be recorded in the Maverick County Map Records but that the other sheets of the plat not be recorded.

**LIST OF DOCUMENTS ACCOMPANYING OR ATTACHED TO THE PLAT TO BE INCLUDED IN COUNTY’S MAP RECORD OF THE SUBDIVISION**

*The information below, if it is not included upon the plat itself, must be on a document signed by the subdivider and attached to or accompanying the final plat. For each item, indicate by a check mark where the information appears. The City of Eagle Pass will keep these documents (or their signed revisions) together during the subdivision review and approval process and through the recording of the subdivision with the County Clerk. If the subdivision does not have at least two or more lots of five acres or less intended for residential purposes, then the Model Rules do not apply and a final engineering report is not required.*

on the final plat	attached to final plat	accompanies final plat	
_____	_____	_____	final engineering report
_____	_____	_____	description in English and Spanish of water and sewer facilities and easements and operable date
_____	_____	_____	engineering certification of compliance of water and sewer facilities with Model Rules, and of estimated costs
_____	_____	_____	others ( <i>described as follows:</i> ) ----- _____ _____
_____	_____	_____	others ( <i>described as follows:</i> ) ----- _____ _____

**DESCRIPTION OF SUBDIVISION INFRASTRUCTURE THAT HAS BEEN COMPLETED OR INSTALLED AS OF THE DATE OF THIS APPLICATION**

*NOTE: You may refer to the plat in describing the completed infrastructure -- for example, by stating, "The water lines shown on sheet 3 of the final plat have been installed." Use the back side of this page if more room is needed. The City of Eagle Pass' Subdivision Ordinance require a subdivider to enter into a Subdivision Construction Agreement secured by a financial guarantee (a bond, letter of credit, or cash deposit) for completion of streets and drainage and water and wastewater facilities not constructed or installed when the subdivider applies for final plat approval.*

*Streets. (Provide names of streets and extent of their completed improvements.)*

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*Drainage facilities. (Describe location and nature of completed drainage facilities.)*

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*Water facilities. (Describe installed locations and sizes of water lines, water meters, and other devices involved in providing water.)*

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*Wastewater facilities. (Describe installed location and sizes of such items as sewer lines, septic systems, or other on-site sewerage facilities.)*

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**LIST OF DOCUMENTS AND OTHER INFORMATION SUBMITTED DURING  
SUBDIVISION REVIEW CONSTITUTING BASIS FOR FULFILLING  
REQUIREMENTS FOR FINAL PLAT APPROVAL**

I believe that I have submitted to the City of Eagle Pass all the documents and other information required for final plat approval, except any financial guarantee(s). OTHER THAN THE DOCUMENTS AND INFORMATION ALREADY LISTED ABOVE, those required documents and other information and the dates they were submitted are as follows:

Description of Document	Date Submitted	# of Item on City Submittal Log
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(attach additional sheet if needed)