

CHAPTER IV. SUBDIVISION REGULATIONS

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4.1. Purpose and intent/applicability.

4.1.1. *Purpose and intent.*

1. The public health, safety, comfort, and welfare require that the development of land be conducted in a harmonious, orderly, and progressive fashion within the corporate limits of the city. Once land has been subdivided into building lots, blocks, and streets, the correction of defects is costly and difficult. Substantial public responsibility is created by each new subdivision, involving the maintenance of streets and drainage facilities, and the provision of additional public services. As the general welfare, health, safety, and convenience of the community are thereby directly affected by the use of land as a subdivision, it is in the direct interest of the public that subdivisions be conceived, designed, and developed in accordance with sound rules and proper minimum standards. Consideration shall be given to the character of an area and the availability of public facilities to ensure the compatibility and coordination of land uses and facilities within a given geographic unit.

2. The purpose and intent, therefore, of this chapter is to serve as one of theseveral instruments of land use control authorized by the state legislature for the city, and to secure:

- a. The establishment of standards of subdivision design which will encourage the development of sound and stable areas within the corporate limits of the city.
- b. Installation of prescribed improvements by the land developer which ought not become a charge on the citizens and taxpayers of already existing areas.
- c. The adequate and efficient supply of utilities, streets and services to new land developments.
- d. The prevention of haphazard, premature, or scattered land development.
- e. The prevention of traffic hazards and congestion which result from poorly aligned streets, and from excessive ingress and egress points along major traffic arteries; and the provision of safe and convenient traffic circulation, both vehicular and pedestrian, in new land development.
- f. Safety from fire, panic and other dangers, to promote health and the general welfare.
- g. Protection from flooding hazards, including proper stormwater management.
- h. The provision of public open spaces in new land developments through the dedication or reservation of land for recreational, educational and other public purposes.
- i. Coordination of land development in accordance with orderly physical patterns and general plans and policies adopted by the city commission, in particular the city's comprehensive plan.



- j. Protection of the natural and scenic resources of the city, including surface waters and groundwater recharge areas.

4.1.2. *Applicability.*

1. The provisions of this chapter are applicable to all divisions of land, except as specified within this chapter, which result in the creation of three or more lots within a platted lot of record or the original parent tract and includes, but is not limited to, all cases where:
 - a. The subdivider advocates, proposes, suggests, or exhibits a proposed plan, map, or plat of development of land; or
 - b. The subdivider proposes to create a street, right-of-way, or easement that joins or connects to an existing public street.
2. This chapter shall not apply to gifts or devise within a family unit, provided said devise or gift; (a) does not result in the creation of more than three lots or parcels within the original parent tract, (b) the parent tract is a whole platted lot of record in its entirety, (c) the division does not result in the creation of a parcel or lot not conforming to minimum lot size standards, (d) does not result in a parcel without recorded legal access to a public right of way, and (e) does not result in density in excess of permitted limits for the zoning district. For the purpose of this provision, Family Unit shall mean spouse, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, grandchild or grandparent.
3. Plats may also be filed for streets, rights-of-way, or easements. All plats filed shall meet all requirements as set forth in this chapter and follow the procedures as herein set forth. The Development Review Coordinator may, with City Manager approval, waive or modify required submittals for this chapter to avoid undue hardship or unnecessary work. The request for waiver or modification to required submittals for this chapter must be in writing to the attention of the Development Review Coordinator. The request must include the basis for the request and any extenuating circumstances that support the request.
4. The alteration of an existing platted lot line shall be accomplished by the filing of a replat of the portion of the subdivision in question. The alteration of an existing boundary line which has not been established by a plat may be accomplished by the filing of a request with the city commission which, in its sole and absolute discretion, may either grant or deny the request for the alteration.

4.2. Procedures for review of plats.

- 4.2.1. *Intent.* There shall be a three-step process for the approval of all subdivision plats. This process is intended to permit full and adequate review by the city in order to ensure and protect the public interest. This process will also benefit the subdivider by identifying conceptual problems with the development and offering solutions to



alleviating those problems prior to the preparation of detailed plans. This three-step process shall be (1) development plan, (2) preliminary plat, and (3) final plat. However, at the applicant's request, steps may be combined in an attempt to reduce the time involved. This would be allowed if practical as determined by the development review coordinator and would be at the applicant's own risk.

4.2.2. Review of development plan.

1. *Purpose.* The purpose of the development plan is to provide for an initial review of the development proposal and the basic development concepts prior to proceeding with the detailed phases of the preliminary plan. The applicant will provide a concise statement and description of the development proposal. The expenses for engineering studies, detailed surveying, legal information and planning studies may not be necessitated at this stage.

2. *Initial point and deadline.* All submittals must be made to the development review coordinator in order to be scheduled for the next regularly scheduled development review committee meeting.

3. *Submittals and fees.* Development plan submittals shall be as required by subsection 4.3.2; appropriate fees shall be paid at the time of submittal.

4. *Review process.* Each development plan shall follow a standard review process as outline below:

- a. All submittals will be compiled and circulated by the development review coordinator to the members of the development review committee.
- b. The submittals shall be reviewed by the development review committee with the applicant or his representative(s) present, if he so elects.
- c. If significant problems with the design layout or physical properties with the site are indicated, the development review committee may require that the subdivider provide additional information as it deems necessary before making a decision on the development plan as submitted.
- d. The development review committee will make the decision to approve, approve subject to specific changes, or disapprove the development plan. If the applicant disagrees with any requested changes or restrictions, he may appeal to the planning and zoning commission by filing a written letter detailing each specific fact or situation relative to the appeal. Approval of the development plan shall authorize the applicant to prepare the preliminary plat.
- e. If not present, the applicant shall be notified in writing of the decision of the development review committee and/or the planning and zoning commission.

5. *Time limit on approval.* An approved development plan will automatically lapse if a preliminary plat has not been submitted for the site within six months of development plan approval. An extension to the six-month time limit may be considered by the planning and zoning commission upon written request by the subdivider prior to the expiration date which shows good cause for the extension. Only one [to] six months' extension shall be allowed.



4.2.3 *Review of preliminary plat.*

1. *Purpose.* The purpose of the preliminary plat is to permit complete and accurate presentation of technical data and preliminary engineering drawings in such a manner as to allow complete review and evaluation of the proposed development and its impact upon both the site and surrounding areas.
2. *Initiation point and deadline.* All submittals must be made to the development review coordinator by the first Monday of any given month.
3. *Submittal and fees.* All submittals shall be as outlined in subsection 4.3.3, plus any other additional submittals which were requested as a condition of development plan approval; appropriate fees shall be paid at the time of submittal.
4. *Review process.* Each preliminary plat shall be subjected to a standard review process as outlined below:
 - a. The development review coordinator receives all submittals, ensures that they are complete, and distributes them to the appropriate development review committee members.
 - b. The proposed preliminary plat is reviewed by the development review committee. Recommendations are forwarded to the planning and zoning commission.
 - c. Based on the information generated and the recommendations of the development review committee, the planning and zoning commission shall recommend either approval, disapproval or approval subject to stated conditions. Presentation of the plan must be made by the staff to the planning and zoning commission at a mutually agreeable meeting unless additional information or submittals are required, in which case, the applicant shall have 90 days from the date of action by the development review committee to make all required submittals.
 - d. If the recommendation of the development review committee is for denial, the subdivider shall have the option to submit, within 60 days, a revised preliminary plat without fee for review by the development review committee prior to presentation to the planning and zoning commission. Any revisions after the first revision will require an additional preliminary plat fee and will be subject to the same 60 day deadline. An extension to any of these deadlines may be considered by the development review coordinator if a written request is submitted by the subdivider prior to the expiration date.
 - e. The preliminary plat shall be submitted to the city commission for action at their next regularly scheduled meeting following the review of the planning and zoning commission provided all advertising and submittal deadlines can be met.
 - f. Based on the information presented and the recommendations of the planning and zoning commission, the city commission shall approve, disapprove or approve subject to stated conditions.
5. *Time limit on approval.* A final subdivision plat or plats shall be submitted within six months after preliminary plat approval for all areas included in the preliminary plat or the preliminary plat approval shall lapse. An extension of the six month limit may be considered by the planning and zoning commission upon written request by the applicant



prior to the expiration date showing cause for such an extension. Only one [to] six month extensions shall be allowed.

4.2.4. *Review of final plat.*

1. *Purpose.* The purpose of the final plat is to ensure the preparation, completion and recording of a final plat map and its accompanying legal documentation and the review and approval of final technical submittals and engineering drawings.
2. *Initiation point and deadline:* All submittals must be presented to the development review coordinator by the first Monday of any given month.
3. *Submittals and fees.* All submittals shall be as required by subsection 4.3.4 plus any submittals required as a condition of preliminary plat approval; appropriate fees shall be paid at the time of submittal.
4. *Review process.* All final plats shall be subject to a standard review process as outlined below:
 - a. All submittals are received by the development review coordinator, compiled and distributed to the appropriate members of the development review committee.
 - b. Members of the development review committee shall reply by memorandum to the development review coordinator concerning any comments they have regarding the plat by the last Wednesday of the month. If significant problems exist, as determined by the development review coordinator, with the plat or property to be subdivided, the applicant may be required to meet with the development review committee to discuss those problems and proposed solutions.
 - c. If the plat does not meet all requirements, the applicant shall within 60 days, submit a revised final plat, without fee, for review by the development review committee. Any revisions after the first revision will require an additional final plat fee and will be subject to the same 60-day deadline. Deadlines may be extended by the development review coordinator upon receipt of written request prior to the expiration date.
 - d. If the plat complies with all requirements, it shall be presented to the chairman of the planning and zoning commission for the chairman's signature within 30 days of determination of compliance. The vice-chairman shall have the authority to sign final plats in the absence of the chairman.
 - e. If, following approval of the planning and zoning commission chairman, new problems are discovered or the plat is altered, the plat shall be presented to the planning and zoning commission chairman for reconsideration.
 - f. If the plat complies with all requirements, it shall be presented to the mayor for the mayor's signature within 30 days of determination of compliance. The vice-mayor shall have the authority to sign final plats in the absence of the mayor. The final plat shall be presented to the city commission only in those cases where agreement cannot be reached between the applicant and the development review committee or in those cases where the mayor feels the plat does not meet all requirements. The commission shall have the option of approving the plat as presented or require additional information or revisions.
 - g. If the applicant is not present for the submission to commission under paragraph 4.2.4.4.f, the development review coordinator shall notify the applicant in writing of the decision of the city commission.



4.2.5. *Recording of final plat.* The linen, or equivalent material copy, of the approved final plat will be retained by the city for the purpose of recording with the Clerk of the Circuit Court of Putnam County after approval by the mayor and planning and zoning commission. All fees and documents required by the clerk for filing and recording of the approved final plat shall be transmitted through the development review coordinator to the County Clerk when final approval is received.

No plat of lands in Crescent City subject to this code shall be recorded, whether as an independent instrument or by attachment to another instrument entitled to record, unless and until such plat has been approved by the city commission.

4.3. Required submittals.

4.3.1. *Purpose.* The purpose of this section shall be to outline the required submittals for each of the three steps involved in the platting process.

4.3.2. *Required submittals for development plan.* The development plan shall be drawn at a scale of not less than 100 feet to one inch, submitted in 12 copies, and shall show the following:

1. Title block.
2. Legend - Title, legal description, scale, north arrow, approximate acreage to be subdivided, current zoning, total number of lots, minimum lot size, name, address and telephone number of the subdivider or his representative(s).
3. Legal description of the tract to be subdivided.
4. Vicinity map - Showing relationship between area proposed for development and surrounding streets and public facilities, shall be at a scale of not less than one inch equals 2,000 feet.
5. Existing streets - The name, location and right-of-way width of all existing streets which abut the proposed subdivision, and existing easements on the property and location of all existing driveways and median openings within 100 feet.
6. Proposed streets - The width of proposed street rights-of-way.
7. Lots - Preliminary lot layout with approximate dimensions shown.
8. Soils:
 - a. Soil classification map drawn on the face of the plan for comparison with proposed development activities shall be provided and shall indicate soil classifications on the plat as identified by the United State Department of Agriculture Soil Conservation Service in the "Putnam County Area Soil Survey." An applicant may challenge this designation by securing competent expert evaluation, at the applicant's own expense, demonstrating that



the identified soils are not classified correctly. If said determination is concurred in by the city engineer, the soils shall be correctly identified for the purpose of this code.

b. Soil analysis by a qualified soil engineer shall be furnished, upon request of the city engineer, for submittal with preliminary plat.

9. Topography - Contours at one-foot intervals for the tract being subdivided and extending 25 feet beyond the property line including water surface elevations and date recorded.

10. Other natural features - Including lakes, marshes or swamps, watercourses and other pertinent features as shown on a recent aerial photo. Location of all trees on-site which are a minimum of six inches in diameter measured three feet above ground. Trees with a diameter of 24 inches or greater shall be identified by type, height, diameter and canopy spread.

11. Limits of floodplain - Indicate flood elevation, drawn on the face of the plan, for 100-year flood as established by the United State Geological Survey Map series entitled, "Map of Floodprone Areas," the Department of Housing and Urban Development "Flood and Floodway Boundary Maps" or the Federal Emergency Management Agency, Federal Insurance Administration (FEMA/FIA). An applicant may challenge this designation by securing competent expert evaluation, at the applicant's own expense, demonstrating that the property does not fall within the designated flood delineation. If the expert determines that the property in question is not within a floodprone area, and this determination is concurred in by the city engineer, the purpose of this section shall be fulfilled.

12. Utilities - Proposed source of water, sewer, electric and gas.

13. Drainage concept plan - Indicate general flow directions and retention areas.

14. Boundaries of the tract shown by a heavy line.

15. Zoning on adjacent sites.

16. Names of abutting subdivisions, if any, and the recordation date and plat book and page number.

17. Other existing improvements including buildings on the tract.

18. Proposed and existing easements.

4.3.3. *Required submittals for preliminary plat.* Required submittals for the preliminary plat shall consist of a plat, preliminary engineering drawings, and other auxiliary submittals as herein stated:



1. *Plat requirements.* A preliminary plat, drawn at a scale not less than 100 feet to one inch prepared by a registered surveyor and engineer and submitted in 12 copies, showing graphically or by notes:

- a. Title block - The title or name of the proposed subdivision, the name and address of the owner of the tract proposed for development, and the name and address of the engineer and surveyor engaged to prepare and design the preliminary plat.
- b. Legend - Date, scale of plat, north arrow, current zoning, total number of lots and minimum lot size.
- c. Legal description - A full and detailed legal description of the tract to be platted and its approximate acreage.
- d. Vicinity map - Showing relationship between area proposed for development and surrounding streets and public facilities, shall be at a scale of not less than one inch equals 2,000 feet.
- e. Streets - The location, name and right-of-way and pavement width both on and immediately contiguous to the subdivision tract shall be shown.
- f. Preliminary engineering drawings- Three copies each of engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the development review coordinator at the same time as Preliminary plat submittal.

- a. Water system. Size, material and location of water main, plus valves and hydrants.
- b. Sewer system. Size, material and location of lines, with submittal of profile where required.
- c. Stormwater drainage facilities.
- d. Bulkheads.
- e. Streets.
- f. Sidewalks, bicycle paths and pedestrian paths.
- g. Excavation and fill.
- h. Landscaping and irrigation.
- i. Calculations supporting utility system sizing as required.

g. Public open space and easements - Existing park lands, lakes, waterways with the tract to be subdivided shall be shown. Existing public easements shall be shown on the plat. The purpose for such easement shall be indicated.

h. Dedications and reservations - All parcels of land proposed to be dedicated or reserved for public use, such as roads, easements, parks, sidewalks, bicycles or pedestrian trails, shall be indicated on the plat. Proposed rights-of-way street names shall be indicated.

i. Lot lines, areas and numbers - The proposed lot line, lot area, appropriate dimensions and lot numbers shall be shown. Lots shall be numbered in consecutive order starting with the numeral one for the first lot in each block, or other manner as approved by the city.

j. Topography - Contour intervals of one foot, except where determined to be unreasonable by the city engineer.

k. Proposed building setback lines.

l. Phasing - Planned phasing, if any, should be shown. Each phase should be designed to stand on its own if subsequent phases are not developed.



2. *Other submittals.*

a. **Arbor information:** The location of all trees greater than six inches in diameter measured approximately four feet above the ground in rights-of-way and easements shall be indicated.

b. **Covenants:** A draft copy of any proposed protective covenants or deed restrictions shall be submitted.

c. A professionally conducted survey of native vegetative communities shall be required for all proposed development sites of 30 acres or more where native habitat exists on the site. This survey shall be conducted by an ecologist, biologist, or similar professional and shall include an inventory of wildlife, as well as state and federally listed endangered and threatened animal and plant species, and species of special concern. Site surveys shall address the following:

- (1) The size and distribution of native habitat;
- (2) Wildlife and listed species populations within the proposed development site;
- (3) The feasibility and viability of on-site protection and management;
- (4) Whether the proposed development site includes a wildlife corridor and the feasibility of maintaining the wildlife corridor;
- (5) The appropriateness of mitigating the impacts of development by the relocation of the listed species to an acceptable off-site location, in the event that on-site protection is shown to be ineffective.

The developer and the city shall use the information gathered from the survey to develop and implement a plan to protect state and federally listed endangered and threatened plant and animal species and species of special concern.

4.3.4. *Required submittals for final plat.* The required submittals, meeting the legal requirements of platting, of the final plat shall consist of a fully executed correct plat map, meeting all state and county standards, final engineering drawings and auxiliary submittals, and all required legal instruments.

1. *General.* The final plat shall be drawn with black drawing ink on linen tracing cloth or equally durable material, using sheets 22.5 inches by 27 inches. Each sheet shall have a marginal line completely around the sheet placed to leave three-inch binding margin on the left and one-inch margin on the other three sides. Final plats shall meet all the requirements of F.S. ch. 177, and shall be so certified by the land surveyor. The final plat shall be at a scale of not more than 100 feet to the inch. All dimensions shall be to the nearest one-hundredth of a foot and angles to the nearest second of a degree.

2. *Plat requirements.* The final plat shall constitute only that portion of the approved preliminary plat which the applicant proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of these regulations. Twelve copies of the final plat showing the following information shall be provided:

a. Title block to include the name of the subdivision, the appropriate section, township and range, and the "City of Crescent City, Putnam County, Florida."



- b. The legal description of the area contained within the plat with bearings and distances and with references to a subdivision corner tie.
- c. A vicinity map, at scale, showing the proposed subdivision in relation to the surrounding streets.
- d. The location of all permanent reference markers (PRM's) in conformance with state statutes.
- e. A legend which defines all symbols, shows stated and graphic scale, and displays north arrow.
- f. Sufficient data to determine readily, and to reproduce on the ground, the location, bearing and length of each street right-of-way line, boundary line, block line and building line, whether curved or straight, adequately correlated with monuments and markers.
- g. The right-of-way lines, widths and names of all streets and roads.
- h. The radius, central angle and arcs of all curved streets, and curved property lines.
- i. Lot line dimensions and lot and block numbers.
- j. Proposed building setback lines from side, front and back lot lines, if different than those specified by chapter III.
- k. Location and width of canals and waterways.
- l. Dedications, reservations and easements, showing widths and purpose, shall be delineated on the face of the plat and shall not be incorporated by reference.
- m. The names, locations, and plat book and page numbers of abutting subdivisions and streets, and the location of abutting subdivisions.
- n. Certificates, as required by Florida Statutes, of owners showing dedications; of surveyor confirming correctness; of planning and zoning commission approval; of city commission approval; and for Clerk of Circuit Court recording. Signatures of owners must be in conformance with F.S. §§ 692.01, 689.01, 695.25, and 695.26, as applicable.
- o. A certificate of consent and approval by mortgagee on the plat or as a separate instrument.
- p. A minimum of two horizontal control points on the boundary of the plat with State Plane Coordinates (Florida East Zone) shown on the plat for each point established. The acceptable methods for establishing these control points shall be as follows:
 1. Direct Global Positioning System (GPS) observation, in accordance with Third Order, Class II requirements as set forth in *Standards and Specifications for Geodetic Control Networks*, Federal Geodetic Control Committee, September 1984. A certification by the surveyor and mapper in charge of the establishment of these points will be required as part of the submittal of the final plat.
 2. Self closing (looped) traverse(s), conducted between two existing control stations of the Putnam County Geodetic Control Network and the plat boundary, with a minimum precision of no less than one part in 12,000 before adjustment.
 3. Self closing (looped) traverse(s), conducted between one existing horizontal control station of the Putnam County Geodetic Control Network, the plat boundary, and a line whose azimuth has been determined by astronomic observation or GPS, with a minimum precision of no less than one part in 12,000 before adjustment. Astronomic or GPS observations shall be performed in accordance with Third Order, Class II



requirements set forth in *Standards and Specifications for Geodetic Control Networks* , Federal Geodetic Control Committee, September 1984.

Horizontal control stations that are used shall be shown on the plat by graphically identifying their location, name and number. The final adjusted direct tie (bearing and distance) shall be shown between those horizontal control stations and specific points on the plat boundary. If only one horizontal control station was located as in subsection c. above, a bearing diagram shall be shown on the plat relating the bearing structure shown on the plat to grid north.

3. *Engineering drawings.* Three copies each of final engineering plans and specifications for the following improvements, both on-site and off-site, shall be submitted to the development review coordinator at the same time as final plat submittal.

- a. Water system. Size, material and location of water main, plus valves and hydrants.
- b. Sewer system. Size, material and location of lines, with submittal of profile where required.
- c. Stormwater drainage facilities.
- d. Bulkheads.
- e. Streets.
- f. Sidewalks, bicycle paths and pedestrian paths.
- g. Excavation and fill.
- h. Landscaping and irrigation.
- i. Calculations supporting utility system sizing as required.

4. *Additional required legal submittals.* The approval of the final plat shall be made only pursuant to certification of adequacy of the following list of required submittals by the City Manager and city attorney as appropriate.

a. Bonds: The approval of any plat shall be subject to the condition that the installation of storm drainage facilities, bulkheads, streets, and water and sewer lines will be constructed according to approved plans by filing a performance bond or bonds executed by an approved corporate surety company in the amount of one construction shall be: (1) estimated by the applicant's engineer or, (2) based upon the actual costs set forth in a bona fide construction contract for the project. The amount of the performance bond must be approved as adequate by the city administrator. In lieu of performance bonding, improvements may be installed following final plat approval and preceding final plat recording subject to the approval of the city administrator. In cases where improvements are installed prior to recording, a two-year maintenance bond in the amount of 20 percent of the total cost of improvements must be submitted. The plat cannot be recorded until the maintenance bond is approved. In private subdivisions, where no facilities are to be dedicated to the public, the required performance and maintenance bond shall run to the property owners' association, not to the city. Bonding requirements may also be met by the following, but not limited to:

1. Escrow deposit;
 - a. Cashier's check.
 - b. Certified check.



2. Others, with specific approval of the city commission, which may include developer-lender-city agreement for providing public improvements, assignment of interest-bearing certificate of deposit, irrevocable letters of credit or developer's agreement.

b. Covenants: Any protective deed covenants to be placed on the property shall be notarized and in a form suitable for recording.

c. Title certificate: A certificate of ownership, signed by a licensed attorney-at-law or an abstract company, in form approved by the city attorney, and showing:

1. Parties executing plat are owners of land embraced by the plat.
2. All mortgages, liens or other encumbrances.
3. That all taxes and assessments are paid to date.
4. Description of plat is correct.
5. No conflicting rights-of-way, easements or plat exist.

5. *Other required submittals.*

a. Arbor information: The location of all trees within road rights-of-way and easements to be cleared will be submitted to the development review coordinator, if different information than shown on the preliminary plat. Any necessary tree replacement shall be recommended at this stage.

b. Addresses: Addresses shall be indicated in parentheses on each lot on one separate copy of the final plat.

c. Letters of service: Letters will be submitted by all appropriate utility companies stating that all easements are adequate.

d. As-built surveys: Three copies of as-built surveys shall be required prior to the issuance of a certificate of occupancy.

e. A copy of the final recorded plat drawn with black drawing ink on linen tracing cloth or equally durable material along with two paper copies shall be provided to the city.

6. [*Design and drafting methods used in preparation of subdivision plat.*] Computer aided design and drafting (CADD) methods shall be used in the preparation of the subdivision plat and a copy of the associated electronic data file shall be provided to the city. Any graphics file in electronic format shall be in AutoCAD native file format (.dwg) or file exchange format (.dxf) compatible with AutoCAD version 12 or later.

4.3.5. *Minor subdivision and resubdivision approval.* Where property abuts an existing dedicated public right-of-way of at least 50 feet in width, and no new improvements for water, sewer or drainage are required; and where the proposed subdivision contains two or fewer commercial lots having common access to existing public roads, or three or fewer residential lots, the city may waive conceptual or development plans and permit the final plans and plat to be presented to the city commission for approval, approval with conditions or disapproval. For resubdivision of lots of record pursuant to subsection 4.3.9, the 50-foot right-of-way width test will be considered as having been met if, without changing access, the property being resubdivided has access to a 50-foot wide right-of-way. Penalties for the illegal subdivision of property shall include, but are not limited to the following:



1. Prohibit issuance of building permits on illegally subdivided lots;
2. Seek an injunction requiring the illegal subdivision to be dissolved; or
3. Seek an injunction requiring the removal of any structures placed on the illegally subdivided lots.

4.3.6. *Vacating of plats.*

1. By owner:
 - a. The owner(s) of any land subdivided by way of a plat may petition the city under the provisions of F.S. § 177.101, to remove (vacate or annul) the existing plat, or portion of a plat, from the official record of the county. The petition must contain the signatures of all owners of property affected by the vacation.
 - b. The applicant for vacating a plat or a part of a plat shall file the petition, a certificate of title, a statement of taxes, and shall pay the appropriate filing fee as established by the city.
 - c. Following review of the appropriate departments, the petition shall be acted upon by the city commission.
 - d. The applicant shall be responsible for recording the petition and the proof of publication with the Clerk of Circuit Court for the County.
2. By city:
 - a. The city commission may, on its own motion, order the vacation and annulment of all or any part of a subdivision within its jurisdiction.
 - b. This action may include the vacation of dedicated rights-of-way and easements, provided that:
 1. The subdivision plat was lawfully recorded not less than five years before the date of this action by the city commission; and
 2. No more than ten percent of the total subdivision or part thereof has been sold as lots by the original subdivider or his successor in title.
 - c. This action shall be based on a finding by the city commission that:
 1. The proposed vacation and annulment of the plat will result in greater conformity with the comprehensive plan of the area; and
 2. The public health, safety, and welfare will be promoted thereby.
 - d. Before acting on a proposal for vacation and annulment of subdivided land, the city commission shall hold a public hearing.
3. Access to individually owned parcels: No owner of any parcel of land in a subdivision shall be deprived by the vacation and annulment of a plat or a portion of a plat, of reasonable access to the parcel, nor of reasonable access therefrom to existing facilities to which the parcel has access. However, the access remaining or provided after such vacation need not be the same as that theretofore existing.

4.3.7. *Vacating of rights-of-way and easements.*

1. Roads, rights-of-way and easements may be vacated at a public hearing of the city commission.



2. The applicant must submit a petition and legal description of the area to be vacated as well as a survey identifying all structures and utilities, if any, located in the legally described area. A revised plat may be required by the city.

3. The city commission will consider the petition based on the recommendations of appropriate departments in regard to the possible effect of the proposal on the city in general, the immediate neighborhood, and individuals near the specific land in question.

4.3.8. *Release of plats.* Plats shall not be released by the city for recording until construction of infrastructure is complete and approved by the city or a bond is posted under subsection 4.3.4.4. Recording of plats shall be accomplished by the city; however, the developer shall be responsible for the fee therefor.

4.3.9. *Resubdivision of lots of record.* Where property consists of at least two, but less than four, residential single-family lots of record, and no new improvements for water sewer or drainage are required, the property owner may resubdivide the lots within the parcel in order to provide for greater individual lot sizes. Such subdivision shall not increase the buildable density of the parcel nor decrease any lot size. In order to establish such resubdivision, the property owner shall follow either the minor subdivision approval process or the standard subdivision approval process. The above notwithstanding, a resubdivision of lots of record which complies with all other requirements of this section may, with the approval of the city commission in its sole and absolute discretion, result in the decrease of the size of not more than two lots if such decrease is necessary to provide an increased lot size for at least one of the lots so that a house placed upon the lot to be increased can be shifted in order to preserve a tree of at least three feet in diameter and still meet setback requirements.

4.3.10. *Environmental information.* The developer of any subdivision shall provide educational brochures informing property purchasers within the property of the of the necessity of, and the methods for, protecting the aquifer and any lakes, streams, wetlands or other sensitive environmental features on or adjacent to the subdivision. A reference to this requirement shall be placed in the restrictive covenants for the project.

4.4. Forms of agreement and letter of credit.

4.4.1. *Cash escrow agreement.* This agreement, entered into this _____ day of _____, 20_____, by _____, hereinafter referred to as "developer," and _____, hereinafter referred to as "lender," and the City Commission of Crescent City, a political subdivision of the State of Florida, hereinafter referred to as "city,"

WITNESSETH:

WHEREAS, developer is the owner of certain real property located in Crescent City, Florida, more particularly described in Exhibit A, attached hereto, hereinafter referred to as the "subject property," and



WHEREAS, developer has submitted to the city a subdivision plan and specifications for the development of said property, which plan was approved by the city commission on _____, and

WHEREAS, developer has available to be drawn from lender the sum of _____ dollars for the purpose of developing and improving the subject property in accordance with the requirements of the city for approval of the subdivision plan and specifications, and

WHEREAS, the sum of _____ dollars shall be held by the lender in escrow for benefit of the developer and the city to be disbursed in accordance with the terms and provision of this agreement,

NOW THEREFORE, the parties agree as follows:

A. The developer agrees:

1. To the establishment of an escrow account with _____ in the amount of _____ dollars to cover the cost of improvements required by the city in accordance with the plans and specifications for development of _____ as approved by the city commission on _____.
2. That the funds established in said escrow account shall only be used to install the required improvements in the subdivision and said funds shall not be disbursed except by mutual consent of developer, the lender and the city.
3. That ten percent of each payment request approved shall be withheld and shall remain in the account until the last payment is requested. Said funds shall be disbursed along with the final payment at such time as the subdivision improvements have been accepted by the city for maintenance. All required improvements shall be satisfactorily installed within 12 months of final plat approval or thereafter as that date may be extended.
4. To notify the city at least two days prior to the construction of or installation of any of the subdivision improvements.

B. The lender agrees:

1. That _____ dollars has been deposited in an escrow account for the purpose of installing the required improvements in the subdivision and shall only be used for that purpose and no other purpose.
2. To withhold a maximum of ten percent of each progress payment which sums shall be disbursed at the time of final payment.



3. To disburse funds from said account only upon the consent of both developer and city.

4. Not to disburse any money from said escrow account until the lender has received written notice from the city that the work represented by a progress payment has been satisfactorily completed and approved by the city and not to pay the retainage or final payment until the city has issued a certificate of completion.

C. City agrees:

1. To periodically inspect the improvements made to the subject property both during construction and upon completion of the improvements and as necessary to authorize a progress payment and final payment.

2. Inspect the completed improvements within 14 days after receiving written notice from the developer that the improvement has been completed. Further, to promptly notify developer of any defect in work which would preclude payment and to submit each progress payment request and the final payment request to the city commission for approval not later than the second commission meeting following inspection and staff approval.

D. The parties expressly understand and agree:

1. If at any time, the city determines that the balance remaining in the escrow account is insufficient to pay the costs of completion of the improvements to the subdivision, the city, at its option, may require the developer to deposit with the lender or with the city such additional funds as may be necessary to pay for completion of the subdivision improvements. In no event does the lender or city make any representation that the funds placed in escrow with the lender pursuant to the terms of this agreement are sufficient to pay the costs of development and improvement of the subject property as a subdivision, and in no event shall the lender or city become liable to developer, developer's contractor, or developer's engineer for payment of any funds not in accordance with this agreement. Lender shall act only as escrow agent and any disbursement made by lender shall not give rights to any liability or recourse against lender by any person whatsoever by reason of or arising from said disbursement.

2. In the event that the developer fails to complete the improvements within the time prescribed by this agreement, the city may elect to:

- a. Agree to an extension of time for the completion of the improvements, or
- b. At any time thereafter, cause all or any part of the improvements to be completed, in which case the lender shall be obligated to pay the actual cost of said work to the city as certified by the city to the extent of any undisbursed funds in the escrow account. In the event that the undisbursed funds are not sufficient to reimburse the city for the cost of completing all or part of the improvements, the developer hereby agrees to indemnify the city and to assume responsibility for all costs exceeding the amount of undisbursed funds



available to the city including reasonable attorney's fees incurred in the collection of any sum due under this agreement.

3. Upon acceptance by the city commission, then this escrow agreement shall terminate and the parties hereto shall be discharged from any further obligation or liability hereunder.

E. Any notice required to be given or documents required to be delivered by the terms of this agreement shall be deemed properly given or delivered if hand delivered, or mailed to the proper parties by the United States mail, return receipt requested, at the following addresses:

Developer:

Lender:

Crescent City:

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 20____.

Developer

Lender

City

4.4.2. Developer's cash escrow agreement.

This agreement, entered into this _____ day of _____, 20____, by _____, hereinafter referred to as "developer," and the City Commission of Crescent City, a political subdivision of the State of Florida, hereinafter referred to as "city," WITNESSETH:

WHEREAS, the developer desires to develop certain real property located in Crescent City, more particularly described in Exhibit A, attached hereto, and

WHEREAS, for the purpose of developing the subject property, the developer has submitted to Crescent City, a subdivision plan and specifications for a subdivision to be known as _____, and

WHEREAS, the city has required the developer to post a cash bond insuring the satisfactory completion of all improvements to the subject property in accordance with the _____ Subdivision Plans and Specifications.



NOW THEREFORE, the parties agree as follows:

1. The developer hereby binds and obligates himself to complete all improvements as shown on the _____ Subdivision Plans and Specifications as approved by the city commission on _____, 20_____, within 12 months from the date of this agreement or such date as may be extended by the city commission.
2. The developer hereby deposits in escrow with the City Commission of Crescent City, Florida, the penal sum of _____ dollars, to insure and guarantee that all improvements set forth on the plans and specifications for the _____ Subdivision will be fully completed and paid for.
3. The city agrees to hold said funds in escrow and to pay same out in the following manner:
 - A. Progress payments will be made to the developer upon written request by the developer and upon satisfactory proof to the city that the improvement or improvements or portion thereof for which payment is requested have been satisfactorily completed. A ten percent retainage will be withheld from each progress payment. Said sums will be paid to the developer along with the final payment at such time as the improvements shall be accepted by the city for maintenance.
 - B. Upon a determination by the city that any portion or all of the improvements have not been completed by the developer within 12 months from the date of this agreement or such date as may be extended by the city commission, the city is hereby authorized, but not obligated, to take over and perform any such uncompleted work and to use for such purposes the funds deposited in escrow with the city.
 - C. The city is furthermore authorized to pay any bills for said improvements upon proof satisfactory to the city that such claims are just and unpaid, and the developer hereby consents to any such payments and authorizes and ratifies any such action on the part of the city, and agrees to protect and save harmless the city from any improvements which have not been completed or paid for.
 - D. Ten percent of the entire escrow deposit shall be held by the city pending final completion of all improvements and certification by the city that the improvements have been completed satisfactorily and in accordance with the subdivision plans and specifications, and that all work and materials have been paid in full and acceptance of same by the city commission for maintenance.
 - E. If at any time the city determines that the balance remaining in the escrow account is insufficient to pay the cost of completion of improvements to the subdivision, the city at its option may require the developer to deposit with the city such additional funds as may be necessary to pay for completion of the subdivision improvements. In no event does the city make any representation that the funds placed in escrow with the city pursuant to the terms of this agreement are sufficient to pay the costs of development and improvement of the property owned by the developer. In no event shall the city become



liable to the developer, the developer's contractor, or the developer's engineer for payments of any funds not in accordance with this agreement.

F. Upon completion of all subdivision improvements to the satisfaction of the city, and the payment of all bills for work and materials, the city shall return to the developer any funds remaining in the escrow account with the city.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as to the day and year first above written.

City

Developer

4.4.3. *Irrevocable letter of credit.*

TO: City Commission

Crescent City; City Hall
Crescent City, Florida

Gentlemen:

This is to advise that (bank or lending institution) hereby extends its irrevocable credit to the City Commission of Crescent City, Florida, in the sum of _____ dollars (\$ _____) to guarantee that all improvements set forth in the _____ Subdivision Plans and Specifications and developer's agreement, as approved by Crescent City, will be fully completed and paid for by _____, developer of said subdivision.

The (bank or lending institution) guarantees that this sum shall be available upon demand by the city commission, available by your drafts at sight, along with your signed statement that the draw is due _____, 20_____, all improvements set forth in the _____ Subdivision Plans and Specifications.

Except as far as otherwise stated, this standby letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication 400, or revision currently in effect.

In the event that the improvements shown on the subdivision plans and specifications are not completed or paid in full by the _____ day of _____, 20_____, then and in that event, the City Commission of Crescent City, Florida is authorized to draw upon this credit.



You will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The developer has failed to perform or is in default on its obligation to complete and pay for said improvements.

We hereby agree with the drawers, endorsers, and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before the _____ day of _____, 20_____.

Sincerely yours,

(bank or lending institution)

4.4.4. *Subdivision improvements performance surety bond.* The form and conditions of the subdivision improvements performance surety bond shall be as follows:

CITY OF CRESCENT CITY
SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND
KNOW ALL MEN BY THESE PRESENTS: that

(Insert full name and address of the entity legally responsible for installation and construction of subdivision improvements, the developer) as principal, hereinafter called "developer" and

(Insert full name and address of surety) as surety, hereinafter called "surety," are held and firmly bound unto the City of Crescent City, Florida, 115 North Summit Street, Crescent City, Florida 32112, as obligee, hereinafter called "city," in the amount of _____ (Insert amount of the bond) for payment whereof the developer and surety bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, firmly by these parents.

WHEREAS, developer is obligated pursuant to the ordinances of the City of Crescent City, Florida, and a developer's agreement dated _____, 20_____, to the city for the installation and construction of various and sundry subdivision improvements as required for the _____ (Insert name of subdivision) as approved by the city commission on _____ 20_____; which ordinances, development agreement and subdivision approval are by reference made a part thereof and are hereinafter collectively referred to as the "contract."



NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if developer shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any alteration or extension of time or amendment of the developer's agreement or subdivision approval made by the city.

Whenever developer shall be, and declared by the city to be, in default under the contract, the surety shall promptly remedy the default by obtaining a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by the city and the surety jointly of the lowest responsible bidder, arranging for a contract between such bidder and city, and making available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the city names herein or the successors of the city.

Signed and sealed this _____ day of _____, 20_____.

City

Witnessed By: _____

Developer

Witnessed By: _____

4.4.5. *Subdivision improvements maintenance surety bond.* The form and conditions of a subdivision improvements maintenance surety bond shall be as follows:

SUBDIVISION IMPROVEMENTS MAINTENANCE

Agreement made on _____ between _____ of _____, City of _____, County of _____, State of Florida, referred to as principal, and _____ of _____, City of _____, County of _____, State of Florida, referred to as surety and the City of Crescent City, Florida, referred to as obligee.

RECITALS

The parties recite and declare:

A. That _____, as surety, is authorized to do business in the State of Florida as a surety bonding company.

B. That _____, as principal, and _____, as surety, are firmly bound to the City of Crescent City, Florida, in the penal sum of _____, and undertake to the City of Crescent City, State of Florida, to guarantee for the period of two years, from and after the date of issuance of the certificate of completion of subdivision improvements pursuant to the plans and specifications approved for subdivision by the City of Crescent



City, on _____, said improvements required pursuant to the Code of Ordinances, City of Crescent City, Florida, and all appendixes hereto and other ordinances of the City of Crescent City.

C. The obligations of this guarantee bond shall be deemed to be fulfilled at the end of two years from the date of issuance of the certificate of completion for the improvements by the city provided that, at the time, all parts of every improvement shall be in good condition and constructed and maintained as required by the specifications of the applicable codes and regulations of the City of Crescent City, Florida, and subdivision plans as approved on _____ for _____.

TERMS

1. The _____, as principal, and _____, as surety, specifically warrant and guarantee to the City of Crescent City, Florida, that in the event any improvement as so required shall not be in good repair and/or all damage to or defects in said improvements corrected and/or repaired or constructed or reconstructed, if found not to have been constructed and installed as required to the satisfaction of the City Commission of the City of Crescent City, Florida, before or at the time of expiration of two years from the date of issuance of certificate of completion; then and in that event the improvement or improvements shall be placed in a condition of good repair and/or replaced or reconstructed to the standard of original specifications at the principal's expense, all to the satisfaction of the city commission. Further the terms and conditions of this bond and the obligations hereof shall extend until such time as all necessary repairs and/or reconstruction shall have been made approved and accepted by the city commission.

2. If the principal shall fully comply with the terms and conditions of this subdivision improvements maintenance bond and further, if the principal shall fully indemnify the City of Crescent City, Florida for all loss that the City of Crescent City, Florida, may sustain by reason of any defect in materials, construction or failure on the part of principal to fully maintain said subdivision improvements, for a period of two years from and after the issuance of certificate of compliance, or thereafter until this bond shall be fully discharged, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the _____ day of _____, 20_____.

Signed, sealed and delivered in presence of:
TABLE INSET:

As to Principal	By As Principal



As to Principal	
_____	_____
As to Surety	By As Surety

As to Surety	

4.4.6. Penalty.

1. It shall be a violation of this land development code for any person to construct, open, modify, or dedicate any street, driveway, sanitary sewer, water main, or drainage structure without first having obtained site plan or subdivision approval and otherwise having complied with the provisions of this chapter. It shall also be a violation for any person to sell any lot, or lay out, construct, open, or dedicate any street, sanitary sewer, storm sewer, water main, or drainage structure without first having complied with the provisions of this chapter, or otherwise violate any provision of these regulations.

2. Any person, whether as owner, lessee, principal, agent, employee, or otherwise, who violates any of the provisions of this code, or permits any violation to continue, or otherwise fails to comply with the requirements of this code or of any plan or statement submitted and approved under the provisions of this code, shall be guilty of a violation and subject to prosecution. Upon conviction, that person shall be fined not more than \$500.00 or imprisoned for not more than 60 days, or both, and in addition shall pay all costs and expenses involved in the case. Each day a violation continues shall be considered a separate offense. In addition to any other penalties, the city may refer any violation of these regulations to the code enforcement board.

