

TITLE 5 CHAPTER 2

SUBDIVISION ORDINANCE

SECTION : 1 GENERAL PROVISIONS

5-2-1: PURPOSE: The purpose and intent of this Section is to promote the health, safety, convenience and general welfare of the inhabitants of Albion City in the subdivision of land, construction of streets, gutters, sidewalks, curbs, sewers, culinary water facilities, storm drains and other improvements.

5-2-1-3: DECLARATION: In establishing the regulations applying to the development of subdivisions, due and careful consideration was given among other things to the suitability of land for dense residential development with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

5-2-1-4: INTERPRETATION AND INTENT: It is the intent of the City Council of the City of Albion that the regulations and restrictions as set forth in this ordinance shall be so interpreted and construed as to further the purpose of this ordinance and the objectives and characteristics of the comprehensive plan.

5-2-1-5: CONFLICT: This Section shall not nullify the more restrictive provisions of covenants, agreements or other ordinances or laws, but shall prevail notwithstanding such provisions which are less restrictive.

5-2-1-6: SCOPE AND APPLICABILITY:

(1)___ No person shall subdivide any tract of land which is located wholly or in part in the City except in compliance with this ordinance. No person shall sell or exchange or offer to sell or exchange any parcel of land which is any part of a subdivision of a larger tract of land, nor offer for recording in the office of the county recorder any deed conveying such a parcel of land, or any interest therein, unless such subdivision has been created pursuant to and in accordance with the provisions of this ordinance.

(2)___ No subdivision plat approved by the Mayor and City Council and recorded in the County Recorder=s Office in accordance with the provisions of this Ordinance, shall be further divided, rearranged, added to or reduced in area nor shall the boundaries of any lot be altered in any manner so as to create more lots than initially recorded or any non-conforming lot without first obtaining the approval of the City.

5-2-1-7: ENFORCEMENT AND PERMITS: The Building Inspector of the City of Albion shall not issue any permit or license for the construction, erection, reconstruction, or substantial alteration of any building, structure or land unless it is in full compliance with all the provisions of this Ordinance. Any license or permit issued in conflict with this Ordinance shall be null and void.

5-2-1-8: VARIATIONS AND EXCEPTIONS:

(1)___ The ~~Planning and Zoning Commission~~ City Council may authorize a variance from

the provisions of this title under the procedures set forth in ~~Chapter~~ Title 5, Chapter 1, Section 12 of the Albion City Zoning Ordinance when, in its opinion, undue hardship may result from strict compliance. In granting a variance the City Council may prescribe conditions that it deems necessary to or desirable for the public interest. In making its findings, the City Council shall take into account the nature of the proposed and existing use of land in the vicinity, the number of persons to reside or work in the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance may be granted unless the City Council finds:

- a. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of the land.
- b. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
- c. That the granting of the variance will not be detrimental to the public welfare, or unreasonably injurious to other property in the territory in which said property is situated.

(2) Application for any such variance shall be submitted in writing by the subdivider at the time when the preliminary plat is filed for the consideration ~~of~~ by the ~~Planning Commission~~ City Council. The petition shall state fully the ground for the application and all the facts relied upon by the petitioner, and shall be supplemented with maps, plans or other additional data which may aid the ~~Commission~~ City Council in the analysis of the proposed project.

5-2-1-9: DEFINITIONS: The following words and phrases used in this Ordinance shall have the respective meaning hereinafter set forth, unless a different meaning clearly appears from the context:

(1) AGRICULTURAL: means tilling of soil, horticulture, raising crops, livestock, dairying, including all uses customarily accessory and incidental thereto; but excluding slaughterhouses, commercial feed lots on tracts of land of at least five acres in area.

Agricultural Parceling: The division of property for agricultural, farm industry or animal keeping purposes and not for the purposes of locating principal buildings now or in the future, therefore not subject to subdivision regulations.

Division of land into agricultural parcels is permitted if they meet the following provisions:

- a. All parcels or lots must be a minimum of five acres in size.
- b. All parcels or lots have access from a public street or recorded private right of way or easement at least 20 feet in width.
- c. Sufficient water is provided to each lot or parcel for the proposed use of the property.

- (2) BLOCK: The land surrounded by streets and other rights-of-way other than an alley, or land which is designated as a block on any recorded subdivision plat.
- (3) COMMON OPEN SPACE: A parcel or parcels of land, or an area of water, or combination of land and water within a planned unit development or subdivision designated and intended for the use or enjoyment of residents of the development. Common open spaces may contain complementary structures and improvements if necessary and appropriate for the benefit and enjoyment of occupants of the development.
- (4) COMPREHENSIVE PLAN: The City of Albion Comprehensive Plan.
- (5) CONDOMINIUM OR CONDOMINIUM PROJECT: A real estate condominium project; plan or project whereby two or more apartments or dwelling units in existing or proposed structures are separately offered or proposed to be offered for sale pursuant to the Idaho Condominium Property ~~Ownership~~ Act.
- (6) CITY: The City of Albion, Idaho or any of its officials or employees functioning in an official capacity.
- (7) CITY ATTORNEY: The City of Albion Attorney or a deputy attorney functioning under his/her direction.
- (8) CITY COUNCIL: The City of Albion City Council.
- (9) CITY ENGINEER: Any registered civil engineer hired or appointed by the City to accomplish the objectives of this Ordinance.
- (10) COUNTY RECORDER: Cassia County Recorder
- (11) CUL-DE-SAC: A vehicle turnaround at the end of a terminal street with a ~~100~~ 70-foot minimum diameter, at least 60 feet of which will be driving surface.
- (12) DEVELOPER: Any person, including a corporation that may undertake the development of land, including subdividers.
- (13) ENFORCEMENT OFFICER: That City official or officials designated by the City Council as the official responsible for accepting, reviewing and approving or rejecting plans for buildings and applications for building permits and for interpretations and enforcement of ordinances related thereto.
- (14) LOT: A parcel or plat of land shown as a separate unit of ownership on the most recent plat of record. If any subdivision lot is not connected to City water or sewer, then the minimum size for such lot will be one (1) acre. Such parcel of land shall be of sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide such yards or other open spaces as are herein required. Such lot shall have frontage on an improved public street or approved private street or access to said lot will be provided by means of an approved irrevocable easement.

(15) LOT, BUILDING: A Parcel of land legally divided and approved which is of such dimensions as to comply with the minimum requirements of this ordinance and the zoning ordinance for area and width and depth where applicable in the zone in which it is located, and having frontage on a public street or approved private street. ~~Where~~ When land is subdivided for building purposes and there are property remnants not included in a designated proposed building lot, those property remnants shall be considered proposed building lots if they contain less than 5 acres.

(16) PLANNED UNIT DEVELOPMENT: An area of land in which a variety of residential, commercial and/or industrial uses develop under single ownership or control are accommodated in a pre-planned environment with more flexible standards, such as lot sizes and set backs, than those restrictions that would normally apply under these regulations.

(17) PLANNING DEPARTMENT: The City of Albion ~~Planning Commissioners~~ Mayor and City Council.~~and Building Inspector.~~

(18) PLAT: A map or depiction of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks and streets or other divisions and dedications.

(19) PRIVATE RIGHT-OF-WAY: A thoroughfare which by easement or by ownership has been reserved by a lot owner(s) to be used as private access to serve the lot. No public entity shall have responsibility for maintenance or improvements to private right-of-ways.

(20) STREETS:

- a. STREET: A thoroughfare which has been dedicated or abandoned to the public and accepted by proper public authority, or a thoroughfare not less than 50 feet wide which has been made public by right of use and which affords the principal access to the abutting property, and/or provides vehicular circulation.
- b. STREET, MAJOR ARTERIAL: An existing or proposed street which is intended to serve as a major traffic way with controlled access.
- c. STREET, MINOR ARTERIAL: An existing or proposed street which is intended to serve as a major traffic way with direct access from lots discouraged.
- d. STREET, MAJOR COLLECTOR: A street which is intended to provide some access to lots and mainly to provide transportation routes from local streets to major collector or arterioles.
- e. STREET, LOCAL: A street which is intended to provide access to lots and serve the needs of a neighborhood.
- f. STREET, MARGINAL ACCESS: A street which is parallel to and adjacent to a major arterial street which provides access to abutting properties and protection from through traffic.

g. STREET, MINOR TERMINAL: A local street which is terminated with a cul-de-sac and which is not intended to go through to connect with other streets.

(21) SUBDIVIDER: Any person, partnership, ~~or~~ corporation, or other entity that ~~who~~ undertakes to create a subdivision.

(22) SUBDIVISION: The division of a tract, lot, or parcel or land into more than ~~two or more~~ lots, plats, sites or other divisions of land for the purposes, whether immediate or future, of sale, lease, or of building development from and after September 1, 2023 ~~the time of adoption of a subdivision ordinance~~. This definition shall not include a bonafide division or partition of agricultural land of five acres or larger, for agricultural purposes.

~~(23) SUBDIVISION, SMALL: A division of property into two to ten parcels for the purposes of building development, each lot of which has frontage on an existing public or approved private street and which meets the provisions of Section 2-2 of this ordinance.~~

~~(24)~~ ZONING ORDINANCE: The City of Albion Zoning Ordinance

SECTION: 2. APPROVAL PROCEDURES

5-2-2-1: SUBDIVISION APPROVAL PROCEDURES: The following list is a step by step description of the subdivision approval process:

(1) ~~—~~The subdivider contacts the ~~Planning Commission~~ City and enforcement authority to discuss development plans, zoning and subdivision ordinance requirements and compatibility with the comprehensive plan prior to preparing any plats or plans.

(2) ~~—~~ The subdivider shall file with the City a complete subdivision application form and preliminary plat data as required in this title.

(3) ~~—~~ At least forty working days are allowed for the completion of the review of each submittal.

~~(3) — The subdivider submits copies of the preliminary plat and any applicable utility load information to the applicable telephone company, fuel company, electric power department, fire district, South Central Health District, irrigation company(s), city sewer and water departments.~~

~~— (4) — The entities listed in (3) above and such other departments as may be necessary, review the documents and make recommendations for any changes which may be necessary or advisable. At least twenty working days are allowed for completion of review for each submittal.~~

~~(5)~~ (4) Upon completion of the review and if the proposal is ready, it will be placed on the next available ~~Planning Commission~~ City Council agenda for hearing. Scheduling of the hearing will shall allow for sufficient time for notice of hearing to be provided by applicant.

(65) The ~~Planning Commission~~ City Council meets and reviews the preliminary plat and takes action to approve the proposal as submitted, approve it with conditions, deny it or table it for further discussion or information. The subdivider or its agent shall attend to present the proposal. In determining the acceptance of a proposed subdivision, the Council shall consider:

- a. the objectives of the title;
- b. the conformance to the comprehensive plan;
- c. the availability of public services to accommodate the proposed development;
- d. the public financial capability of supporting services for the proposed development;
- e. other health, safety or environmental issues that may be brought to the Council's attention;
- f. the general standards applicable to conditional uses (See ACC 5-1-11-2).

(7.6) If preliminary approval is granted, the subdivider submits the original and two copies of the final plat, prepared in compliance with title 50, chapter 13 of the Idaho Code, as amended and in compliance with any conditions imposed upon the preliminary plat approval, along with the final plat fee to the ~~Planning Commission~~ City Council. Also cross sections, and profiles of streets and all other construction drawings related to all improvements to be constructed as part of the project must be submitted. All plats must be signed and stamped by a registered professional surveyor. All construction drawings must be signed by a registered professional engineer.

~~(8) The plat shall be submitted to the entities listed in (3) above, The Health Authority and such other departments as may be necessary review the documents and make recommendations. At least twenty working days are allowed for completion of staff review for each submittal.~~

~~(9.7) When the final plat and accompanying documents are deemed to be ready, it will be placed on the next available ~~Planning Commission~~ City Council agenda, for review and signature by the ~~Chairperson~~ Mayor or designee and the City Clerk. Such signature shall only be affixed once the infrastructure is completed to the satisfaction of the City; or, sufficient guarantee has been provided and accepted by the City guaranteeing the installation of required infrastructure..~~

~~(10) The Planning and Zoning Commission will review and sign the plat when approved.~~

~~(11) The proposal is then placed on the City Council agenda.~~

~~(12) The City Council meets and considers the final plat and takes action to approve the proposal as submitted, approve it with conditions, deny it or table it for further discussion or information. The subdivider or his agent must attend to present the proposal.~~

(138) If approval is given, the subdivider shall:

~~(a) — pay recording fees —~~

~~a. Cause the plat to be recorded within one year after the plat is signed by the Mayor or designee; otherwise such approval will become null and void unless prior to said expiration date an extension of time is applied for by the subdivider and is granted by the Council.~~

~~(b) — provide a guarantee on improvements~~

~~b. Complete the infrastructure required for the subdivision, prior to the City signing the plat, or subdivider shall provide sufficient guarantee to provide for installing of infrastructure, as set forth hereinafter.~~

(14 9) The City assigns addresses to the lots on the final plat and Subdivider will records the final plat it in the office of the Cassia County Recorder.

(15 10) When City owned or taxing district owned improvements are required, the subdivider and his contractors shall meet with government representatives in a preconstruction conference. The subdivider may also be required to meet with appropriate utility providers.

~~5-2-2-2: — SMALL SUBDIVISIONS: Under the conditions listed below, approval of the preliminary subdivision plat by the Planning Commission as described in Section 2-1 and approval by the City Council shall be authorization for the subdivider to sell lots proposed on such plat and the requirements of a final plat shall be waived. Final plats shall not be required when all of the following conditions exist:~~

~~(1) The subdivision consists of 10 lots or less including any parcels which have previously been divided from the same parcel from the time of adoption of a subdivision ordinance.~~

~~(2) The subdivision does not require the dedication of any land for street, utility easement, or other public purpose.~~

~~(3) All of the subdivision lots meet the frontage, width and area requirements of the zoning ordinance.~~

~~(4) The subdivision is not traversed by the mapped lines of a proposed street or a street to be widened.~~

~~(5) Lots will be served by city water and sewer.~~

~~Subdividers of small subdivisions shall be responsible to provide such improvements as are required in Chapters 5 and 6 of this ordinance. The subdivider shall provide the City with a guarantee on improvements as provided for in this ordinance. (Section 6-3 of this ordinance.)~~

5-2-2-3: CONDOMINIUM PROJECT PROCEDURE:

(1) A condominium project shall be considered a subdivision. The maps or surveys required by the Condominium Property ~~Ownership~~ Act in the Idaho Code, shall be considered a subdivision plat. All condominium projects shall comply with the provisions of the City of Albion Subdivision Regulations and shall follow the procedure outlined for processing subdivisions.

(2) The standards and criteria for the geographical layout of a condominium project, the location of structures, utility lines and roads, and the percentage of the project devoted to common open space shall comply with the City of Albion Zoning Ordinance regulations.

5-2-2-4: PRIVATE RIGHTS-OF-WAY: Residential development on private rights-of-way may be allowed where permitted by the City of Albion Zoning Ordinance and in accordance with the provisions of this section.

(1) PRELIMINARY PLAT: The requirements of Chapter 3 Preliminary Plat shall apply to all requests for private rights-of-way development.

(2) DEVELOPMENT STANDARDS:

~~(a.)~~ A maximum of two dwelling units or lots are permitted.

~~(b.)~~ Lot size shall be that required in the zone in which it is located.

~~(c.)~~ The minimum right-of-way width shall be 50 feet.

~~(d.)~~ Lots and rights-of-way must be located so that they do not interfere with future development.

~~(e.)~~ Required yards shall be those required by the zone in which they are located and shall not include any area within the right-of-way.

~~(f.)~~ All developments on private rights-of-way of two lots or more shall establish a homeowners association or similar organization that will be responsible for the care and maintenance of the right-of-way and any common property or utilities. A complete set of recorded Covenants, Conditions and Restrictions (C, C & R=s) shall outline the care and maintenance of all private utilities, street improvements and common spaces. The C,C & R=s shall also set forth the funding mechanism for that maintenance.

(3) GUARANTEE OF IMPROVEMENTS: All improvements required by this ordinance or by the ~~Planning Commission~~ City Council shall be guaranteed in a manner which is consistent with the provisions this ordinance.

(4) BUILDING PERMIT ISSUANCE: No building permit for any structure within a

development on a private right-of-way shall be issued until:

- (a.) All required public or commonly owned sanitary sewers, storm drains, and culinary water lines have been installed and are operable.
- (b.) All easements and right-of-ways for utilities and access have been recorded in the office of the Cassia County Recorder.
- (c.) The Covenants, Conditions and Restrictions have been recorded in the office of the Cassia County Recorder.
- (d.) A guarantee for improvements not already installed and accepted by the respective agencies has been provided to the ~~Planning Commission~~City, or appropriate agency.

5-2-2-6: DEDICATION OF STREETS AND PUBLIC IMPROVEMENTS: The subdivider shall dedicate the public streets, easements, and other public improvements to the City of Albion at the time the final plat is recorded in the office of the County Recorder.

5-2-2-7: APPEAL OF CITY COUNCIL DECISION: Any subdivider aggrieved by a decision of the City Council may appeal the decision to a court of competent jurisdiction pursuant to IDAPA.

SECTION :3 PRELIMINARY PLAT

5-2-3-1: PRELIMINARY CONSULTATION:

5-2-3-1: PRELIMINARY CONSULTATION: Each person who proposes to subdivide land in the City of Albion shall consult with the City before preparing any plats, charts, or plans, in order to become familiar with the City Subdivision requirements and comprehensive plan for the territory in which the proposed subdivision lies, and to discuss the proposed plan of development of the tract.

5-2-3-2: PRELIMINARY PLAT REQUIREMENTS: A preliminary plat ~~-, subdivision application, and conditional use permit application~~ shall be prepared in conformance with the standards, rules, and regulations contained herein. The preliminary plat ~~-, subdivision application and conditional use permit application~~ and accompanying information shall be submitted to the ~~Planning Commission~~ City staff at least ~~ten (10) forty (40)~~ working days prior to ~~the City Council meeting for which the matter is scheduled for hearing~~ a regularly scheduled Planning Commission meeting in order to be considered at said meeting. The staff will determine if the submittal is sufficient to be put on the agenda for the ~~Planning Commission~~ City Council Meeting.

5-2-3-3: PRELIMINARY PLAT AND APPLICATION REQUIREMENTS: The preliminary plat shall meet the provisions of the Idaho Code, shall be drawn to a scale not smaller than ~~ea~~ 100 feet to the inch and shall be on paper no larger than 34@ x 42@. The plat and

attached application and any other documentation shall show:

- (1) The name of the proposed name-of-the-subdivision which shall not duplicate or be similar in spelling or sound to any other subdivision in Cassia County.
- (2) The subdivision location as forming a part of a larger tract or parcel, where the plat submitted covers only a part of the subdivider=s tract or only a part of a larger vacant area. In such case, a sketch of the prospective future street system of the part submitted shall be considered in light of adjustments and connections with the future street system of the larger area. The preliminary plat shall show all property owned or optioned by the subdivider pertaining to the proposed subdivision at hand.
- ~~(3)~~ A description of the current land use of the subject property and its zoning classification.
- ~~(43)~~ Sufficient information to locate accurately the property shall be shown on the plat including a legal description. At least two public land survey corners must be shown. A copy of the County ownership plat is to be submitted. The corner perpetuation recording information must also be shown, (50-1304 (g) Idaho Code).
- ~~(54)~~ The names, ~~and~~ addresses, telephone numbers and other contact information of the subdivider ~~,~~ the surveyor of the subdivision and any other professional persons involved in the proposed subdivision. ~~,~~ ~~and~~
- ~~(6)~~ The names and addresses of all owners of the land immediately adjoining the land and beyond any public thoroughfare from the subject property to be subdivided shall be shown on the preliminary plat.
- ~~(75)~~ Contours at one-foot intervals unless slope is greater than 10%, then two-foot intervals to show the topography of the land shall be shown.
- ~~(86)~~ The boundary lines of the tract to be subdivided, including total acreage proposed for subdivision and a statement of the intended use of the subdivision.
- ~~(97)~~ The location, widths, and other dimension of all existing or platted streets and other important features such as easements, railroad lines, water courses~~s~~ including irrigation canals and ditches), exceptional topography, bridges and buildings within or immediately adjacent to the tract to be subdivided.
- ~~(108)~~ Existing power lines, sanitary sewer, storm drains, water supply mains, and culverts within the tract and immediately adjacent thereto.
- ~~(119)~~ The flood hazard boundaries according to the Federal Flood Insurance Administration Maps.
- ~~(120)~~ The locations, widths, and other dimensions of proposed public streets, private

streets, alleys, utility easements, parks, other open spaces and lots, with proper labeling of spaces dedicated to the public, or designated as private streets laid out so they will connect with existing streets without causing bottlenecks.

- (13~~4~~) North point, scale, and date.
- (14~~2~~) A review copy of proposed Covenants, Conditions and Restrictions (CC&Rs) and / or deed restrictions. ~~C,C & R's or protective covenants, if applicable.~~
- ~~(13) A preliminary storm drainage study, with schematic solutions and the associated calculations.~~
- (14) The proposed layout, dimensions, size, and number of each lot.
- ~~(15) Proposed construction and permanent fencing along appropriate subdivision boundaries as determined by the Planning Commission. The fencing shall be as indicated in the Subdivision Improvements (Chapter 6).~~
- ~~(15) To ensure adequate water supply to each new subdivision development, all subdivision preliminary plat applications will include water modeling results which will show that the new subdivision can be developed in a manner that will provide an adequate water supply for domestic water and fire protection and that the new subdivision will not adversely affect the City's ability to continue to provide adequate domestic water and fire protection to the existing water system users. This will be provided by subdivider at subdivider's cost. Also, cost of the review of this modelling will be at the cost of the subdivider.~~
- ~~(16) To ensure adequate sewer treatment service by the City, each subdivision preliminary plat application to the City will include sewer service treatment modelling results which will show that the new subdivision can be developed in a manner that will provide adequate sewer service and sewer treatment capacity by the City and that the new subdivision will not adversely affect the City's ability to continue to provide adequate sewer treatment capacity to the existing sewer system users. This will be provided by subdivider at subdivider's cost. Also, cost of the review of this modelling will be at the cost of the subdivider.~~
- ~~(17) Subdivider will submit a stormwater plan design for the proposed subdivision setting out the design of the grading, drainage and stormwater retention for the project. Such stormwater plan design must be prepared by a design professional, licensed in the State of Idaho, and will be provided at the subdivider's cost. In general, all stormwater generated on the subdivision development must be retained and infiltrated within the development. Such design must provide for onsite retention and management of runoff generated the 25-year, 24-hour storm event. Stormwater storage facilities of the drainage system shall be sized for the 100-year, 1-hour design storm. This will be provided by subdivider at subdivider's cost. Also, cost of the review of this plan design will be at the cost of the subdivider.~~
- ~~(18) The applications herein required shall be signed by all property owners of the~~

subject property and by the subdivider/developer before filing. Any submittals will be deemed to be lodged, but not filed, until the City determines that the materials lodged constitute a completed application.

5-2-3-4: PRELIMINARY PLAT APPROVAL: The preliminary plat shall be reviewed by the ~~Planning Commission~~ City Council. The ~~Planning Commission~~ City Council may approve or reject the preliminary plat, or grant approval with conditions stated. Such decision shall be made within ~~thirty (30)~~ forty (40) days from the time the submission is complete. Approval of the preliminary plat by the ~~Planning Commission~~ City Council shall not constitute final acceptance of the subdivision by the ~~Planning Commission~~ City Council. If approved, one copy of the preliminary plat signed by the ~~Chairman~~ Mayor will be given to the subdivider which shall be authorization to proceed with preparation of the final plat and detailed construction drawings and specifications for the improvements required in this Ordinance.

5-2-3-5 TIME LIMITATION: Approval of the preliminary plat by the ~~Planning Commission~~ City Council shall be effective for a maximum period of one (1) year after approval unless, upon application of the subdivider, the ~~Planning Commission~~ City Council grants an extension. If the final plat has not been submitted within one (1) year, or the approved extension period, the preliminary plat must again be submitted as a new application to the ~~Planning Commission~~ City Council for consideration. However, preliminary approval of a large tract shall not be voided, provided that the final plat of the first phase is submitted for final approval within the one (1) year period.

5-2-3-6: GRADING LIMITATION: No construction, excavation, grading, or regarding shall take place on any land ~~for which~~ until a preliminary subdivision plat has been ~~submitted~~ approved. ~~Once~~ until the final plat has been given final approval ~~and is it can be~~ recorded by the subdivider in the Office of the Cassia ~~the~~ County Recorder, when all required infrastructure has been completed or guarantees have been accepted by the City sufficient to complete the infrastructure.

SECTION: 4. FINAL PLAT

5-2-4-1 TENTATIVE FINAL PLAT:

- (1) Prior to submission of the final plat, the subdivider shall submit two (2) copies of the tentative final plat to the ~~Planning Commission~~ City which shall check it for compliance with the requirements and conditions of preliminary plat approval and for accuracy.
- (2) One (1) copy of the checked tentative final plat will be returned to the subdivider with any required changes being noted, if any.

5-2-4-2: FINAL PLAT FILING: After compliance with the provisions of this Ordinance, the subdivider shall submit a final plat, as required by Section 5-2-4-3, and also with two ~~two~~ five ~~(5)~~ paper copies thereof to the ~~Planning Commission~~ City. Such plat shall include a certificate by the subdivider's engineer surveyor indicating that all lots meet the requirements of the Zoning

Ordinance. The final plat and accompanying information shall be submitted to the ~~Planning Commission~~City Council at least ten (10) working days prior to a regularly scheduled ~~Planning Commission~~City Council meeting in order to be considered at said meeting.

5-2-4-3: FINAL PLAT REQUIREMENTS: The final plat shall consist of a sheet of tracing linen or Mylar approved by the City, to the outside or trim dimensions of 18" x 27". All lines, dimensions, and markings shall be made on the tracing linen or mylar with approved waterproof black India Drawing Ink, or comparable substitute. The plat shall be made to a scale large enough to clearly show all details, in any case not smaller than 100 feet to the inch, and the workmanship on the finished drawing shall be neat, clean, and readable. The plat shall be signed by all parties (mentioned in subparagraph 7 of this section) duly authorized and required to sign, and shall contain the following information:

- (1) A subdivision name approved by the ~~Cassia County Recorder~~ Zoning and Building Department and the general location of the subdivision in bold letters at the top of the sheet.
- (2) Where a subdivision complies with the Planned Unit Development provisions of the Zoning Ordinance, the final plat shall indicate the words "Planned Unit Development" as part of subdivision name. In addition, when a development complies with the Condominium Project Procedure, section 2-3 of this ordinance the record of survey map shall indicate the words "Condominium Project" with the condominium name.
- (3) A north point, scale of the drawing, and the date.
- (4) Accurately drawn boundaries showing the proper bearings and dimensions of all boundary lines of the subdivision. These lines should be slightly heavier than street and lot lines.
- (5) The widths, lengths, bearings, and curve data on centerline of proposed streets, alleys, and easements; the boundaries, bearing the dimension of all portions within the subdivision as intended to be dedicated to the use of the public; the lines, dimensions, bearings, and numbers of all lots, blocks, and parts reserved for any reason within the subdivision. All lots are to be numbered consecutively by numbering approved by the ~~Planning Commission~~City. The City shall provide an address number to each residential or business lot which shall be shown on the plat.
- (6) Parcels of land to be permanently reserved for private common open space shall also be titled "Private Common Open Space".
- (7) The standard forms approved by the ~~Planning Commission~~City Council for all subdivision plats lettered for the following:
 - (a.) Legal description of land to be included in the subdivision

- ~~(b.)~~ Professional land surveyor=s ACertificate of Survey@
- ~~(c.)~~ Owner=s Dedication Certificate
- ~~(d.)~~ Notary Public=s acknowledgment of owner=s signature(s)
- ~~(e.)~~ Surveyor=s Certificate of Approval
- ~~(f.)~~ County Health Department=s Certificate of Approval
- ~~(g.)~~City Planning Commission Certificate
- ~~(h.)~~City Attorney=s Certificate of Approval
- ~~(g.j)~~ Mayor's Certificate of Acceptance attested by the City Clerk.
- ~~(k.h.)~~ A three (3) by three (3) inch block in the lower right-hand corner of the drawing for recording information.

- (8) A copy of the C,C & R's or Protective Covenants in recordable form or previously recorded if applicable.

5-2-4-4: AMENDED PLATS: When changes are made in a recorded plat of a subdivision, approval of said subdivision shall be voided and an amended plat thereof shall be processed in accordance with this Ordinance, as if a new subdivision plat under this ordinance.

5-2-4-5: FINAL PLAT APPROVALS:

- (1) The final plat and associated documents shall be reviewed by the City. The City shall check the engineering requirements, construction drawings, and determine the amount of the surety to assure construction of improvements where necessary. The final plat and associated documents ~~shall~~ will be submitted by the subdivider to the ~~South Central Public Health District~~County Health Department for review of health related items and a signature if approved.

~~(2)The final plat shall be reviewed by the Planning Commission. The commissioners shall then either approve or reject the subdivision final plat. If approved, the Planning Commission shall express its approval through the signature of the Planning Commission Chairman on the plat.~~

- ~~(23)~~ The final plat, the subdivision agreement ~~(see section 4-6)~~, and other applicable documents shall be reviewed by the City. The ~~Commission~~ City Council shall then either approve or reject the subdivision final plat. If approved, the final plat shall be held by the ~~Planning Department~~City until the subdivider pays the required fees, and completes the improvements and /or provides the guarantee(s) on improvements. Upon compliance with these requirements, the Mayor shall sign and the City Clerk attest the plat and the subdivision agreement. The final plat and subdivision agreement shall then be submitted to the office of the County Recorder by the Subdivider for recording.

- ~~(34)~~ No final plats shall be recorded in the office of the County Recorder, and no lots included in such final plat shall be sold or exchanged, unless and until the plat is so approved, signed, and accepted.

- ~~(45)~~ Any final plat not approved and signed, or which shall not be offered for

recording within one (1) year after the date of final approval, unless the time is extended by the City Council, shall not be recorded and shall have no validity whatsoever.

- (6) It shall be unlawful for any person to change the lines, drawings, lot sizes or shapes, or any other provision of a plat after it has received approval by any person whose approval is required. Any plat that is changed in violation of this paragraph is void and the subdivider shall, upon conviction thereof, be punished as set forth in this ordinance. In addition, the City may compel the person recording the plat to withdraw the plat from the County Recorder's office or to file a notice, or the City may itself file a notice that the recordation of the plat is void. The subdivider is responsible for recording all subdivision plats. The subdivider is responsible for all recording and associated fees.

5-2-4-6: SUBDIVISION AGREEMENT: Prior to final approval of any subdivision, the subdivider shall enter into an agreement with the City of Albion which shall be substantially in the following form set out as Form No. 1 in Appendix No. 1.:

SUBDIVISION AGREEMENT

~~This Subdivision Agreement made and entered into this _____ day of _____, 19___, by and between City of Albion, a body politic of the State of Idaho, hereinafter referred to as AAlbion@ and _____, hereinafter referred to as ASubdivider@.~~

WITNESSETH:

~~WHEREAS Subdivider has applied to City for final plat approval on a subdivision entitled _____, which is more particularly described and identified of Exhibit A, attached hereto, incorporated herein and made a part hereof; and~~

~~WHEREAS, as a condition to approval of the subdivision, subdivider must enter into an agreement with City; and~~

~~WHEREAS County is willing to approve the subdivision so that the same may be recorded, but desires to ensure that the improvements required by the ordinances of Albion are fully met;~~

~~NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:~~

~~1. City does hereby approve the subdivision identified on Exhibit A attached hereto, and does authorize the appropriate officers of Albion to sign the subdivision plat, showing their approval of the said subdivision plat.~~

~~2. Subdivider represents to City that the improvements contemplated in the subdivision, as evidenced in the plans and specification submitted with this contract and made a part of this contract by reference, are in full compliance with the City subdivision ordinances. Subdivider agrees to install at his/her own cost all of the improvements identified in the plans and specification, which are incorporated herein as a part of this agreement, and to have the said improvements installed within two years from the date of this agreement. All work shall be completed within applicable codes and standards,~~

~~copies of which are on file in the City of Albion Planning Commission Office. In addition, the sanitary sewer and water systems shall be in accordance with the specifications and requirements of the Health Authority. It is expressly understood and agreed that nothing in this agreement shall limit the responsibility of the Subdivider to comply with all laws, ordinances, rules or regulations of the City of Albion.~~

~~3. All work, as it is completed within the subdivision, shall be inspected by the City of Albion Building Inspector and/or Engineer. As the entire subdivision is completed, the City Building Inspector will inspect the entire subdivision and certify to the City Council that the subdivision is complete.~~

~~4. In accordance with the requirements of Section 5 of the City of Albion Ordinance relating to platting and recording of subdivisions in the city, Subdivider shall furnish to the City of Albion, upon execution of this agreement, a bond, cash deposit, irrevocable letter of credit or escrow arrangement in the amount of _____ dollars. The said sum represents at least 125% of the engineer's estimate of the cost of the improvements contemplated within the subdivision. The bond, irrevocable letter of credit, cash or other surety shall remain in effect until one year after the City Building Inspector and/or Engineer certifies to the City Council that the subdivision has been completed. Notwithstanding the foregoing, the bond, cash, irrevocable letter of credit or other surety may be reduced by the cost of any improvements as they are completed upon review and approval by the City Building Inspector. In no event, however, shall the bond, cash, irrevocable letter of credit or other surety be reduced below 25% of the amount of the bond.~~

~~5. Subdivider hereby warrants and guarantees that the improvements contemplated herein and any part thereof will remain in good condition for a period of one year after the date the City Building Inspector certifies to the City Council that the subdivision is complete, and Subdivider agrees to make all repairs to and maintain the improvements and every part thereof in good condition during the one year period with no cost to the City.~~

~~6. In the event the subdivision is not completed within two years from the date of this agreement, City shall be entitled to as much of the bond, cash, irrevocable letter of credit or other surety as is needed to complete the improvements set forth in the plans and specifications included as a part of this agreement, which have not been completed. It is understood and agreed that this paragraph does not obligate City to complete the subdivision, but does authorize City to use the money held as security for performances of this contract to complete the improvements.~~

~~7. At any time during this agreement or the one year guarantee period, should any of the improvements contemplated by the plans and specifications, which are a part of this agreement, be in need of repair or be in any way defective, City shall notify Subdivider of the needed repairs or the defects, and Subdivider shall correct the defects or make the repairs within sixty (60) days from the date of the notice. In the event Subdivider fails to make the needed repairs or correct the defects, City shall be entitled to look to the bond, cash irrevocable letter of credit or other security for the money needed to make the repairs or correct the defects.~~

~~8. Time is of the essence in this agreement.~~

~~9. This agreement is binding upon the heirs, administrators, and assigns of the parties.~~

~~10. In the event subdivider defaults in any of the terms or conditions of this agreement, Subdivider agrees to pay all costs of enforcing this agreement, including but not limited to, a reasonable attorney's fee, whether or not the matter is finally resolved by litigation.~~

~~WHEREFORE, the parties hereto have signed this agreement the day and year first above written.~~

~~CITY OF ALBION COUNCIL~~

Mayor

Attest:

Albion City Clerk

Subdivider

SECTION : 5 SUBDIVISION STANDARDS

5-2-5-1: RELATION TO ADJOINING STREET SYSTEM: The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided), insofar as such may be deemed necessary by the ~~Planning Commission~~ City Council for public requirements. The street arrangement shall not cause unnecessary hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it. Half streets along the boundary of land proposed for subdivision or within any part of a subdivision will not be permitted.

5-2-5-2: STREETS:

(1) The minimum right-of-way widths of proposed public streets shall be as follows:

- ~~(a.)~~ Major Arterial - 100 feet
- ~~(b.)~~ Minor Arterial - 80 feet
- ~~(c.)~~ Major Collector - 66 feet
- ~~(d.)~~ Minor Collector - 60 feet
- ~~(e.)~~ Local Street - 50 feet

Greater widths may be required by the City when deemed necessary.

(2) Minor terminal streets (cul-de-sacs) shall not be longer than six hundred feet (600=) from the centerline of the adjoining street to the center of the cul-de-sac. Each cul-de-sac must be terminated by a turn-around of not less than ~~100~~ 70-feet in diameter. If surface water drains into the turnaround due to the grade of the street, necessary catch basins and drainage systems and easements shall be provided.

(3) Marginal access streets of not less than ~~forty (40)~~ fifty (50) feet in width shall be

required paralleling all limited access arterial streets, unless the subdivision is so designed that lots back or side onto such arterial streets.

- (4) Intersections. The intersection of more than two streets at one point shall be prohibited. Streets shall intersect at an eighty (80) to ninety (90) degree angle.
- (5) Standard Street Sections. All proposed public streets, shall conform to the ~~Albion Highway District Standards~~ Cassia County Transportation Plan and Highway Standards, as now or hereafter adopted.
- (6) Street Grades. Street grades over a sustained length shall be approved by the City.
- (7) Street Names and Numbers. Names of new streets shall not duplicate existing or platted street names unless a new street is a continuation of or in alignment with the existing or platted street. House numbers shall be assigned in accordance with the Addressing System now in effect in the City. All new streets shall be numbered if in a general north-south or east-west direction. The City will exercise final authority in determining street names for all roadways in the City.

5-2-5-3: BLOCKS:

- (1) The maximum length of blocks shall be 1300 feet and the minimum length of blocks shall be 300 feet.
- (2) The width of blocks shall be sufficient to allow at least two tiers of lots, unless because of design, terrain, or other unusual conditions, the ~~Planning Commission~~ City Council approves otherwise.
- (3) Blocks intended for business or industrial use shall be designed specifically for such purposes, taking into consideration zoning requirements for off-street parking and loading.

5-2-5-4: LOTS:

- (1) The lot arrangement and design shall be such that lots will provide satisfactory and desirable sites for buildings, and be properly related to topography, geologic hazards, existing and probable future utilities, rights-of-way, and other requirements.
- (2) All lots shown on the subdivision plat must conform to the minimum area and width requirements of the Zoning Ordinance for the zone in which the subdivision is located, unless:
 - (a) A variance is granted by the City Council; or
 - (b) A Planned Unit Development has been approved.

- (3) Each lot shall have frontage on a public street dedicated by the subdivision plat, an existing publicly dedicated street, on a street which has become a public right-of-way by use or on an approved private street.
- (4) Corner lots shall have extra width sufficient for maintenance of required yards on both street frontages.
- (5) Side lot lines shall be at approximately right angles to the street line, or radial to the street line.

5-2-5-5: EASEMENTS: Easements for culinary water, sewer, power, fiber installations, irrigation water, storm water drainage, and other utilities shall be provided by the Subdivider and designated on the plat as required to accommodate the utility systems in the subdivision. Where natural drainage channels, interceptor systems, or flood hazard zones cross the subdivision, the Subdivider must obtain the necessary permits to modify such drainage facilities, and designate the channels, systems, or flood hazard zones, and any associated restrictions, on the plat.

5-2-5-6: PLANNED UNIT DEVELOPMENT PROVISIONS: A Planned Unit Development is intended to result in a development superior to conventional development in terms of benefits to future residents, surrounding residents and the general public.

(1) DESIGN STANDARDS:

~~(a.)~~ The design of the preliminary and final plats of the subdivision in relation to streets, blocks, lots, common open spaces, and other design factors shall be in harmony with the intent of the Zoning Ordinance.

(2) PROVISION FOR COMMON OPEN SPACE:

~~(a.)~~ The Subdivider of a planned unit development shall submit plans of landscaping and improvements for the common open space.

~~(b.)~~ The ~~Planning Commission~~ City Council may place whatever additional conditions or restrictions it may deem necessary to insure development and maintenance of the desired residential character.

(3) GUARANTEE OF COMMON OPEN SPACE IMPROVEMENTS:

As assurance of completion of common open space improvements, the Subdivider shall be required to file with the City a ~~surety or cash bond or other agreement~~ deposit equal to ~~125- 150%~~ One-hundred fifty percent of the estimated costs of such improvements. The ~~surety, cash bond or other agreement shall be in a form satisfactory to the City Attorney and~~ deposit shall guarantee the completion of improvements within ~~twenty-four~~ twelve (~~12-24~~) months after such filing. Upon completion of the improvements for which a ~~surety, cash bond or other agreement~~ deposit has been filed, the subdivider shall call for inspection by the City. If the inspection shows that the improvements have been completed in compliance with the plan, the ~~bond or surety~~ cash deposit therefore shall be released. If the ~~bonds or surety are~~ deposit is not released, the reason therefore

shall be given to the subdivider in writing and the subdivider will be required to correct any problems which may be found with the development.

SECTION: 6 SUBDIVISION IMPROVEMENTS

5-2-6-1: APPLICATION: The provisions of this chapter apply to all property owners located within any subdivision, ~~whether standard or a small subdivision.~~ Its provisions shall also apply to all transferees, assignees or purchasers.

5-2-6-2: IMPROVEMENTS REQUIRED: ~~The provisions of this chapter apply to all property owners located within any subdivision whether standard or a small subdivision. Its provisions shall also apply to all transferees, assignees or purchasers.~~ required improvements within any subdivision in the City will be:

- (1) WATER LINES. ~~Where the public water supply is within 500 feet, t~~ The subdivider ~~shall~~ will install at his/her own expense or ~~shall~~ will contract with the City to make the water supply available to each lot within the subdivision, including laterals to the property line of each lot. The sizes of water mains ~~shall~~ will be determined by the City. In general, the water main ~~shall~~ will be of such size as to deliver a minimum of seven hundred fifty (750) gallons per minute, with a residual pressure of 20 P.S.I. ~~Where an approved public water supply is not reasonably accessible or procurable, the water supply may be provided from wells, after written approval from the County Board of Health Authority to the Planning Commission. All subdivisions of more than ten (10) lots shall be required to hook up to City water.~~
- (2) SEWAGE DISPOSAL. The subdivider ~~shall~~ will provide for hook-up to the City sewage disposal in a manner satisfactory to the ~~Health Authority~~ South Central Public Health District as attested by a letter from that ~~agency~~ department. The subdivider is required to connect to the sanitary sewer and provide adequate lateral lines to the property line of each lot. Such sewer connections and subdivision sewer systems ~~shall~~ will comply with the regulations and specifications of the City and ~~shall~~ will have the written approval of the ~~Health Authority~~ South Central Public Health District.
- (3) STORM WATER. The subdivider ~~shall~~ will properly dispose of storm water in compliance with all State and Federal Regulations, and in conformance with its approved stormwater design plan. If easements are required across abutting property to permit drainage of the subdivision, it ~~shall~~ will be the responsibility of the subdivider to obtain such easements.
- (4) STREET CONSTRUCTION AND SURFACING. All streets except approved private streets ~~shall~~ will be graded and surfaced in accordance with the standards and technical specifications of the City.

- (5) CURBS AND GUTTERS. Curbs and gutters may be installed by the Subdivider, voluntarily or upon request of the city, for existing and proposed public streets and if installed shall will be in accordance with the specifications of this ordinance. Curb and gutter shall will be thirty inches (30@) wide standard high back style or standard roll curb. It shall will be placed on six (6) inches of compacted untreated base course as foundation material. All driveway approaches shall will be constructed of concrete six (6) inches thick with six (6) inches of compacted untreated base course as foundation materials. The costs of all materials and labor to meet this requirement will be borne by the subdivider/developer.
- (6) STREET DRAINAGE. Drainage structures shall will be required where necessary in the opinion of the City.
- (7) SIDEWALKS. Sidewalks shall will be installed where required by the Planning Commission City Council and according to the technical specifications set forth in Albion City Code, Section 7-3-1-4, of this ordinance. ~~Sidewalks shall be a minimum of four (4) feet wide on collector and local streets, five (5) feet wide on arterial streets, with four (4) inches of compacted untreated base course material as a foundation. Depth of sidewalk shall be four (4) inches except at driveways where they shall be six (6) inches.~~
- (8) DRIVEWAY APPROACHES. Residential driveway approaches shall will be a minimum of ten (10) feet and a maximum of thirty (30) feet in width. Commercial and industrial driveway approaches shall will be a minimum of fifteen (15) feet and a maximum of forty (40) feet in width. All driveway approaches shall will be constructed of concrete six (6) inches thick in accordance with Albion City Code Section 7-3-1-4, and with six (6) inches of compacted untreated base course as foundation materials. Driveway approaches shall will not be closer to each other than twelve (12) feet or six feet from a property line. No driveway approach in a residential zone shall will be closer than twenty (20) feet measured along the property line to the point of intersection of two property lines at any street intersection. No driveway approach in a commercial zone shall will be closer than forty (40) feet measured along the property line to the point of intersection of two property lines at any street intersection.
- (9) MONUMENTS. Permanent survey monuments shall will be accurately set and established at the intersections of centerline of streets within the subdivision and intersections with centerline of existing streets and the beginning and ends of curves on center lines or points of intersections or tangents. All permanent survey monuments shall will remain in place, or be reset at the Subdivider's expense, after curbs, gutters, and sidewalks are installed. Monuments shall will be of type approved by the City Of Albion State of Idaho, and all subdivision plats shall will be tied to two government land survey corners of record, as established by the City of Albion State of Idaho.
- (10) DITCHES. The Subdivider shall will provide a means whereby irrigation water

shall be made available to all lots within a subdivision or ~~shall will~~ have the land withdrawn from the assessments of the applicable irrigation district prior to plat approval. All gravity flow ditches through which water will continue to flow within a subdivision after its completion, whether to serve as irrigation water and/or waste flow to or from any adjacent property, ~~shall will~~ remain in use and be piped with a minimum pipe size of at least 18 inches and ~~shall will~~ be approved by the City Engineer and irrigation company. Irrigation ditches which will not carry irrigation water and/or waste flow ~~shall will~~ be removed.

- (11) FIRE HYDRANTS. Fire hydrants ~~shall will~~ be installed and ~~shall will~~ be the type, size and in such locations as required by the Fire Authority and the City.
- (12) STREET SIGNS. The Subdivider ~~shall will~~ provide adequate Street signs to provide access by Fire and emergency equipment.
- (13) FENCING OF SUBDIVISIONS. A permanent solid board, metal chain link, masonry, or other similar fence six (6) feet in height shall be installed along all subdivision boundaries where adjacent uses are found to be non-compatible by the ~~Planning Commission~~ City Council. Upon installation, full responsibility for the fence repair and maintenance ~~shall will~~ become that of the subdivision lot owner(s).
- (14) STAKING OF LOTS. Survey stakes ~~shall will~~ be placed at all lots corners to completely identify the lot boundaries on the ground. Survey stakes ~~shall will~~ be 5/8" rebar at least 2' long. All lot corners must be in place prior to the issuance of building permits and after completion of all subdivision improvements.

5-2-6-3: GUARANTEE OF IMPROVEMENTS: In lieu of the actual completion by the Subdivider and acceptance by the City Council of the improvements required by this ordinance, and before the ~~Planning Commission staff will~~ recording of the final plat, the Subdivider ~~shall will~~ guarantee the installation and construction of the required improvements within ~~one two (1)~~ one year from the date of final approval and that the improvements ~~shall will~~ be maintained in a state of good repair, free from defective material workmanship, for a period of one (1) year from the date of completion by ~~one or more of~~ the following methods:

~~(1) ESCROW. The Subdivider shall deposit with any insurance company, bank, or savings and loan institution in an escrow account an amount of money equal to at least 125% of the costs of the improvements required by this Ordinance not previously accepted by the City. The costs of the improvements not accepted and not installed or constructed shall be determined by the City. The escrow agreement shall be subject to approval by the City Attorney and shall be signed by the subdivider, the City, and the escrow holder, and shall contain substantially the following language:-~~

ESCROW AGREEMENT

~~This Escrow Agreement made and entered into by and among the City of Albion, a body politic of the State of Idaho,~~

hereinafter referred to as ACity,@ and _____, hereinafter referred to as ASubdivider,@ and _____, hereinafter referred to as AEscrow Agent.@"

WITNESSETH:

WHEREAS, Subdivider and City have entered into an agreement whereby Subdivider has agreed to install certain improvements within a subdivision before being accepted by City; and

WHEREAS, Subdivider is willing to deposit with Escrow Agent funds sufficient to complete the improvements contemplated by the Subdivision Agreement; and

WHEREAS, Escrow Agent is willing to hold the funds deposited with it and to release them upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Subdivider does hereby deposit with Escrow Agent for the benefit of City the sum of _____, which represents at least 125% of the estimated costs of the improvements to be installed in the proposed subdivision of Subdivider, his agents or employees.
2. Subdivider and City hereby agree that the foregoing sums of money shall be used exclusively for the purpose of paying for the costs of materials, and construction and installation of the improvements required the City of Albion Subdivision Ordinance and that said improvements shall be installed in accordance with the approved plans and specifications and in accordance with the provisions of the City of Albion Subdivision Ordinance. In addition, City and Subdivider further agree that the money held by Escrow Agent shall be paid out to the contractor installing and constructing the required improvements only upon an Order executed by the Subdivider and by an authorized officer of City.
3. Except as provided in paragraph 7 of this Agreement, Escrow Agent does hereby agree to pay sums from the escrowed funds only after having received an Order signed by the Subdivider and by an authorized officer of the City specifying the amount of funds to be paid out of the Escrow Account.
4. City and Subdivider agree that Subdivider shall not withdraw from the Escrow Account any amount in excess of 100% of the estimated costs of the improvements, but Subdivider agrees to pay from other sources any costs for such improvements which exceed 100% of the estimated costs.
5. The sum of 25% of the estimated costs of improvements shall remain with the Escrow Agent for a period of one year after improvements are made and completed.
6. If after two years from the date of final subdivision approval, all or any part of the required improvements have not been installed, constructed, and maintained according to the standards required by the City of Albion Subdivision Ordinance, City shall notify in writing the Subdivider and the Escrow Agent of the improvements that have not been installed, constructed, or maintained. If the improvements are not installed, constructed, and maintained within thirty (30) days after notice by City, City may install, construct, or maintain the improvements and receive payment from the Escrow Agent up to the limit of the escrowed funds for the costs of installing, constructing, or maintaining the required improvements.
7. The Escrow Agent shall, on receiving written proof from City of notice to the subdivider as required by paragraph 6 above and reasonable proof of the installation, construction, or maintenance of the required improvements, pay to City from the Escrow Account the cost of constructing, installing, or maintaining the improvements; and upon payment Escrow Agent shall be relieved from any responsibility or liability for the payment of his escrowed funds.
8. If, after one year after the improvements have been installed by Subdivider, the required improvements have been maintained and remains substantially free from latent defects, City shall certify such fact to the Escrow Agent, and the Escrow Agent shall release to Subdivider any funds still held in the escrow account and the Escrow Agent shall be discharged from its obligation to City and to Subdivider.

WHEREFORE the parties hereto have signed this Escrow Agreement the day and year first above written:

CITY OF ALBION BY:

Mayor

~~—ATTEST:~~

City Clerk

~~SUBDIVIDER BY:~~

~~ESCROW AGENT BY:~~

~~Approved as to Form:~~

City Attorney

~~(2)IRREVOCABLE LETTER OF CREDIT. The Subdivider shall file with the City of Albion an irrevocable letter of credit from a duly chartered state or national bank, which letter shall contain provisions substantially similar to that required in the escrow agreement.~~

The form of the irrevocable letter of credit shall be substantially as follows:

Name of Bank

Address

_____ IRREVOCABLE LETTER OF CREDIT

To: _____ City of Albion _____ Date:

County Commission _____ Letter of Credit No.

Gentlemen:

We hereby establish our irrevocable letter of credit in your favor for the account of _____ (insert name of Subdivider, Subdivider=s address) up to the aggregate amount of \$ _____ (insert amount available by your draft(s) drawn at sight on _____ The terms would ordinarily read:

(here insert terms which give the City of Albion control over payments).

It is fully understood that said funds are solely for the purpose of guaranteeing improvements, whether off-site or on-site for the _____ Subdivision according to plans and specifications as approved by the City of Albion. No offsets, charges, or reductions in these funds will be made without written approval from the City of Albion.

We hereby agree that if we have not received written acceptance of the improvements by the expiration date of this credit, the above funds will be released to the City of Albion.

Authorized Bank Officer

~~(3)BOND(1) CASH DEPOSIT.~~ The subdivider ~~shall will~~ furnish and file with the City a ~~bond with corporate surety~~cash deposit in an amount equal of ~~125~~ 150% of the cost of improvements not previously installed, as estimated by the Engineer, to assure the installation and construction of such improvements within ~~24-12~~ months, immediately following the approval of the subdivision plat by the City Council, which ~~bond-cash deposit shall-must~~ be approved by the City Council, and ~~Attorney and~~ which bond ~~shall will~~ guarantee that the improvements ~~shall will~~ be maintained in a state of good repair, free from material or workmanship defects, for a period of 12 months from the date of completion.

After 12 months following the completion of the improvements for which ~~a surety or cash bond~~cash deposit has been filed, the Subdivider shall call for inspection by the City. If inspection shows that the standards and specifications have been met in completion of such improvements, the bonds therefore ~~shall~~will be released within 14 days from the time of inspection.

A new ~~bond~~cash deposit in the amount of ~~2550~~2550% of the cost of the improvements ~~shall~~will remain in force for a period of 12 months after the construction completion inspection for the purpose of guaranteeing all improvements, at which time ~~shall~~improvements will be inspected again by the City. If found to be in satisfactory condition, the City shall release the bond. If not, the City ~~shall~~will order the subdivider to make necessary repairs to the improvements.

If the subdivider refuses or neglects to make the necessary repairs the City ~~shall~~will inform the City Council which may order the work done using the proceeds from the ~~letter of credit, escrow or bond~~cash deposit to the defray expenses in making such repairs.

SECTION: 7 FEES

5-2-7-1: ~~PRELIMINARY PLAT~~-APPLICATION FEE: At the time of filing the preliminary plat ~~and subdivision application~~, the Subdivider ~~shall~~will deposit with the City Clerk a non-refundable fee made payable to City of Albion. The City Council shall, by resolution from time to time prescribe the amount of such fee, which ~~shall~~will be for the purpose of reimbursing the City for the cost of checking and reviewing such ~~preliminary~~-subdivision plats ~~and applications materials~~. ~~Costs of any notices of hearing on such applications will be the responsibility of the subdivider/developer~~

~~5-2-7-2: FINAL PLAT APPLICATION FEE: At the time of filing the final plat, the Subdivider shall deposit with the City Clerk a non-refundable fee made payable to City of Albion. The City Council shall, by resolution, from time to time prescribe the amount of such fee, which shall be for the purpose of reimbursing the City for the expense of checking and reviewing such final subdivision plats.~~

5-2-7-~~23~~: RECORDING FEE: At the time of recording the final plat, the Subdivider shall be responsible for the recording fees, ~~as such are required by the Recorder for Cassia County~~.

5-2-7-~~34~~: INSPECTION FEE: Prior to recording the final plat, the Subdivider ~~shall~~will deposit with the City a construction inspection fee. The City Council shall, by resolution, from time to time prescribe the amount of such fee, which ~~shall~~will be for the purpose of reimbursing the City for the expense of review and inspection of the subdivision improvements.

SECTION: 8 CONFLICT

5-2-8-1: CONFLICT: Whenever regulations in this ordinance require higher standards than are required in other ordinances or laws, the provisions of this ordinance ~~shall~~will govern. Whenever regulations of other ordinances or laws require higher standards that the provisions of

this ordinance, then said ordinances or laws ~~shall~~will govern.

5-2-8-2: SEVERABILITY: This ordinance and the various parts, sections and clauses are hereby declared to be severable. If any part, section, paragraph, sentence, clause or phrase is adjudged unconstitutional or invalid, it is hereby declared that the remainder of the ordinance shall not be affected thereby. The City Council of the City of Albion hereby declares that it would have passed this ordinance and each part, section, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one or more portions thereof ~~be~~ declared invalid by a court of competent jurisdiction.

5-2-8-3: RESPONSIBILITY FOR VIOLATIONS: It ~~shall~~will be the duty of all owners, architects, contractors, land surveyors, engineers, subdividers, subcontractors, builders and other persons having to do with the establishment of any division, partition, sale or use of land or the erection, altering, changing or remodeling of any building or structure to see that a proper plat has been approved before such work is begun. Any such owner, architect, builder, land surveyor, engineer, contractor or other person doing or performing any such work without a plat having been approved is in conflict with the requirements of this ordinance and ~~shall~~will be deemed guilty of violation of this ordinance in the same manner and to the same extent that the owner of the premises or the persons for whom the development is established, or for whom such buildings are erected or altered, and ~~shall~~will be subject to the penalties herein prescribed for violation.

5-2-8-5: PENALTY: Any person, firm, or corporation, whether as a principal, agent, employee or otherwise, who ~~shall~~will violate the terms, regulations and restrictions of this ordinance ~~shall~~will be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in any sum not exceeding three hundred dollars (\$300.00) or by imprisonment in the County Jail for a period of not longer than six (6) months or by both fine and imprisonment.

Such person, firm, or corporation violating this ordinance or any part thereof ~~shall~~will be deemed to be guilty of a separate offense for each and every day during which such violation is committed, continued, or permitted by such person, firm, or corporation and ~~shall~~will be punishable as provided by law as a separate offense.

Appendix No. 1

Form No. 1:

SUBDIVISION AGREEMENT

This Subdivision Agreement made and entered into this _____ day of _____, 20____, by and between City of Albion, a body politic of the State of Idaho, hereinafter referred to as AAlbion@ and _____, hereinafter referred to as ASubdivider@.

WITNESSETH:

WHEREAS Subdivider has applied to City for final plat approval on a subdivision entitled _____, which is more particularly described and identified of Exhibit A, attached hereto, incorporated herein and made a part hereof; and

WHEREAS, as a condition to approval of the subdivision, subdivider must enter into an agreement with City; and

WHEREAS City is willing to approve the subdivision so that the same may be recorded, but desires to ensure that the improvements required by the ordinances of Albion are fully met;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. _____ City does hereby approve the subdivision identified on Exhibit A attached hereto, and does authorize the appropriate officers of Albion to sign the subdivision plat, showing their approval of the said subdivision plat.

2. _____ Subdivider represents to City that the improvements contemplated in the subdivision, as evidenced in the plans and specification submitted with this contract and made a part of this contract by reference, are in full compliance with the City subdivision ordinances. Subdivider agrees to install at his/her own cost all of the improvements identified in the plans and specification, which are incorporated herein as a part of this agreement, and to have the said improvements installed within one year from the date of this agreement. All work shall be completed within applicable codes and standards, copies of which are on file in the City of Albion Office. In addition, the sanitary sewer and water systems shall be in accordance with the specifications and requirements of the Health Authority. It is expressly understood and agreed that nothing in this agreement shall limit the responsibility of the Subdivider to comply with all laws, ordinances, rules or regulations of the City of Albion.

3. _____ All work, as it is completed within the subdivision, shall be inspected by the City of Albion Maintenance Supervisor and/or City Engineer. As the entire subdivision is completed, Subdivider's Idaho Licensed Professional Engineer shall prepare and file with the City stamped certification that the contemplated improvements are complete. Then the City Maintenance Supervisor and/or City Engineer will inspect the entire subdivision and certify to the City Council that the subdivision is complete.

4. _____ In accordance with the requirements of Section 5 of the City of Albion Ordinance relating to platting and recording of subdivisions in the city, Subdivider shall furnish to the City of Albion, upon execution of this agreement, cash deposit in the amount of _____ dollars. The said sum represents at least 150% of the engineer=s estimate of the total cost of the improvements contemplated within the subdivision. The

On this _____ day of _____, 20____, before me, _____, a Notary Public, appeared _____, known to or identified to me (or proved to me) to be the person, who subscribed his/her name to the foregoing instrument, and acknowledged to me that he /she executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____