Minor Subdivision Application

The subdivision of a single lot, tract, or parcel of land into ten (10) or fewer lots, tracts, or parcels of land, for the purpose, whether immediate or future, of transfer of ownership or of building development, providing lots, tracts or parcels of land thereby created having frontage on an improved public street or streets and providing further that there is not created by the subdivision any new street, street easement, easements of access or need therefore.
Minor Subdivision Application

*Please use the new 911 address*

Recipient of Correspondence for Approval and Outstanding Items:

Name: 

________________________________

Address: 

________________________________

City: ______________________ Zip: __________

Phone Number: (____) _______-

________________________________

Grantor Information:

Name: 

________________________________

Address: 

________________________________

City: ______________________ Zip: __________

Phone Number: (____) _______

________________________________

**Recipient of Correspondence for Approval and Outstanding Items:**

Name: 

________________________________

Address: 

________________________________

City: ______________________ Zip: __________

Phone Number: (____) _______

________________________________

**Grantor Information:**

I / We, ____________________________________________, property owner(s) of record, have read and understand the aforementioned list of steps for completing a [please circle one of the following]: ( MINOR SUBDIVISION / MAJOR SUBDIVISION / MINOR LAND DEVELOPMENT / MAJOR LAND DEVELOPMENT / MOBILEHOME PARK / CAMPGROUND ) and acknowledge that excavation, earth moving placement of structures or construction relative to this proposal, shall not commence until all necessary permitting and approval from the Bradford County Planning Commission has been granted upon a complete and satisfactory application. Failure to do so will subject me / us, the applicant, to a fine of $ 500.00 per day as per Section 118 – Enforcement Remedies of the Bradford County Subdivision and Land Development Ordinance.

SIGNED: 

________________________________

DATED: 

________________________________

THIS SIGNED AGREEMENT MUST ACCOMPANY ALL APPLICATIONS SUBMITTED TO THE OFFICE OF COMMUNITY PLANNING AND GRANTS. FAILURE TO DO SO WILL RESULT IN AN UNACCEPTABLE APPLICATION AND ITS PROMPT RETURN TO THE APPLICANT.
Parent Tract Information

(1) Tax Parcel No.: _____-_____ - _____-_____ -_____ -_____ Acres: __________
(2) Municipality: ___________________ Township/Borough
(3) Deed Book _____Page Number _____Instrument No. _______________ Date Acquired: / /
(4) Current Land Use: Residential / Agriculture / Commercial / Industrial / Open
(5) Sewage System: On-Lot / Municipal
(6) Water System: On-Lot / Municipal
(7) Is your parcel enrolled in Clean and Green? Yes ___ No ___
   * If yes, contact the assessment office before subdivision.
(8) Has the property been subdivided since 1981? Yes ___ No ___ File Number: __________
(9) Any utility easements? Yes ___ No ___ Deed Reference: __________
(10) Any Right-of-Ways? Yes ___ No ___ Deed Reference: __________

Subdivision Information

Number of Parcels: _____ Include the Remaining Parent Tract as 1 Lot
Lot No. _____
  (1) Proposed Land Use: Residential / Agriculture / Commercial / Industrial / Open
  (2) Acres: __________
  (3) Sewage System: On-Lot / Municipal
  (4) Water Supply: On-Lot / Municipal
  (5) Any Proposed Utility Easements? Yes ___ No ___
  (6) Any Proposed Right-of-Ways*? Yes ___ No ___
  (7) Any Proposed Easements*? Yes ___ No ___

Lot No. _____
  (1) Proposed Land Use: Residential / Agriculture / Commercial / Industrial / Open
  (2) Acres: __________
  (3) Sewage System: On-Lot / Municipal
  (4) Water Supply: On-Lot / Municipal
  (5) Any Proposed Utility Easements? Yes ___ No ___
  (6) Any Proposed Right-of-Ways*? Yes ___ No ___
  (7) Any Proposed Easements*? Yes ___ No ___

Lot No. _____
  (1) Proposed Land Use: Residential / Agriculture / Commercial / Industrial / Open
  (2) Acres: __________
  (3) Sewage System: On-Lot / Municipal
  (4) Water Supply: On-Lot / Municipal
  (5) Any Proposed Utility Easements? Yes ___ No ___
  (6) Any Proposed Right-of-Ways*? Yes ___ No ___
  (7) Any Proposed Easements*? Yes ___ No ___

*Maintenance Agreement shall accompany the application at submittal
Subdivision / Land Development Application Checklist

Please meet with staff prior to any formal submission. Sketch Plans are encouraged, but are not mandatory.

The full application must consist of the following information (where applicable). An application will only be accepted when all of the items mentioned below are submitted to this office

(1) Seven (7) Survey Plans (Land Developments may require several layers of platting)

(2) One (1) Copy of the complete, signed and dated Subdivision/Land Development Application

(3) One (1) Check made payable to the Bradford County Treasurer where preliminary and final approval is sought.

*All application for final approval must have a separate check made payable to the Bradford County Register and Recorder to cover the appropriate recording fee. Staff will record final maps immediately upon final approval

(4) One (1) photocopy of the existing parent deed.

(5) Existing or proposed sewage information with regards to the lots/parcel(s). In addition, the subdivider/developer must also submit information on the remaining lands. All necessary DEP (Department of Environmental Protection) forms and Bradford County Sanitation Committee documentation must be approved by the DEP or its assigned agency prior to formal subdivision/land development submission, (i.e.: Major Modules, Form B-Wavier). In case where municipal sewage is available, a letter of sewer availability needs to be obtained and submitted.

(6) The following information may be required in a given situation:

- Part and Parcel Covenant(s)
- PENNDOT Highway Occupancy Permit(s)
- Municipal Driveway Permit(s)
- Modification Request Letter
- NPDES Permit
- Municipal Zoning Compliance
- Construction Sequence
- Easement Maintenance Agreement
- Right-of-Way Maintenance Agreement
- Stream Crossing Permits
- Pre-Existing Structures Acknowledgement
- Sewage Service Availability
- PHMC Compliance
- Wetland/Floodplain Delineation
- Improvements Cost Estimate

*** Any attempt to make formal submission without all pertinent information detailed above will result in a prompt return of the incomplete package
Surveyor Checklist

PLEASE CHECK THE FOLLOWING LIST TO MAKE SURE YOU HAVE INCLUDED THE REQUIRED INFORMATION ON THE SURVEY PLAT. THESE ITEMS ARE REQUIRED UNDER ARTICLES 305 AND 307 OF THE BRADFORD COUNTY SUBDIVISION AND LAND DEVELOPMENT ORDINANCE (2002). MINOR SUBDIVISIONS ARE INCLUDED UNDER THESE CRITERIA.

1) Existing contours at intervals of two (2) feet or less shown on the site map of the plat.
2) The layout, names, and widths of right-of-way, cart way, and paving of existing streets and alleys.
3) The location, purpose and width of easement for the entire lot, tract, or parcel.
4) The layout of lots showing approximate dimensions, lot numbers, and approximate area of each lot.
5) Building setback lines showing numerical dimensions. Use zoning building setbacks when applicable.
6) Locations and descriptions of permanent monuments.
7) Parent Tract Map with subdivision located within boundaries.
8) Location map (either USGS 7.5’ Quarter Quad or Bradford County Assessment Office tax parcel map).
9) Remaining acreage of the Parent Tract.
10) All adjacent property owners.
11) Locations and footprints of all existing buildings.
12) Date of the plat.
13) North Arrow.
14) Flood plains and wetlands delineated.
15) Zoning District (if applicable).
16) Surveyor’s seal.
17) Date of the Plat.
18) Scale of the site plan.
19) Locations of existing sewer systems.
20) Locations of existing wells/springs.
21) PENNDOT Highway Occupancy Permit or Municipal Driveway Permit Number.
22) Agricultural Use Affidavit Language.
23) Part and Parcel Notes.
24) Pre-Existing Structures Acknowledgement Language.
25) Provisional Secondary Use Affidavit Language.
26) Right-Of-Way Maintenance Agreement Language.
Fee Schedule

(1) **Minor Subdivision**
   (a) Planning Commission
      i. $50.00 General Filing Fee & $5.00 Per Lot
      ii. $100.00 Modification Request Fee
   (b) Register and Recorders Office
      i. $21.50 + $2.00 for each additional page of the plat

(2) **Major Subdivision**
   (a) Planning Commission
      i. $100.00 General Filing Fee $ 20.00 Per Lot
      ii. $100.00 Modification Request Fee
      iii. The applicant shall reimburse Bradford County for all associated County Consulting Engineer review and inspection costs.
   (b) Register and Recorder Office
      i. $21.50 + $2.00 for each additional page of the plat

(3) **Minor Land Development**
   (a) Planning Commission
      i. $150.00 General Filing Fee and $10.00 Per 1,000 square feet of Impervious Surface
      ii. $100.00 Modification Request Fee
      iii. The applicant shall reimburse Bradford County for all associated County Consulting Engineer review and inspection costs.
   (b) Register and Recorder Office
      i. $21.50 + $2.00 for each additional page of the plat

(4) **Major Land Development**
   (a) Planning Commission
      i. $200.00 General Filing Fee and $10.00 Per 1,000 square feet of Impervious Surface
      ii. $100.00 Modification Request Fee
      iii. The applicant shall reimburse Bradford County for all associated County Consulting Engineer review and inspection costs.
   (b) Register and Recorder Office
      i. $21.50 + $2.00 for each additional page of the plat

(5) **Two Homes on One Lot**
   (a) Planning Commission
      i. $50.00 General Filing Fee
   (b) Register and Recorders Office
      i. $21.50 + $2.00 for each additional page of the plat

(6) **Municipal Review Fee (Municipalities Planning Code Section 502.b)**
   (a) Planning Commission
      i. $25.00 Per Municipal Review File

(7) **Provisional Secondary Use Plats**
   (a) Register and Recorder Office
      i. $21.50 Recording Fee
Modification Request Form
Bradford County Subdivision and Land Development Ordinance

NUMBER OF MODIFICATION REQUESTED: ____________ TOTAL FEES FOR REQUEST(s) $______________

Under Article VIII of the 2003 Bradford County Subdivision and Land Development Ordinance, modification requests can only be made, by the property owner, in cases where there is a true geographic hardship not created by the land owner/developer. This request also cannot create a danger or nuisance to the rest of the community or public. All modification requests shall be in writing and shall be part of the subdivision/land development application.

Please list the section of the Ordinance that you would like to receive relief from the Bradford County Subdivision and Land Development Ordinance:

SECTION NUMBER: DESCRIPTION OF THE SECTION:

__________________

__________________

__________________

__________________

Please list the justification of each request by stating the hardship the Bradford County Subdivision and Land Development Ordinance has placed on the developer/owner:

SECTION NUMBER: JUSTIFICATION:

__________________

__________________

__________________

__________________

__________________

The undersigned landowner(s) hereby represents that, to the best of their knowledge and belief, all information listed above is true, correct, and complete.

__________________

Signature(s) Date
Acknowledgement of Part and Parcel Deed Covenant

ON THIS, the _____ day of __________, 20____, before me, the undersigned officer(s), appeared ________________________, being duly sworn accordingly to law, deposes and says (he is/she is/ they is)[circle one of the aforementioned] the grantee(s) of said lot/parcel as legally described and shown upon Survey Map No.____ as drawn by ______________________________, dated ______________. The said grantee(s) acknowledge the following to be their act and plan, and hereby desire the following statement to be entered as a covenant within the deed to be recorded as such according to law.

“The above legally described lot/parcel is to become part and parcel to the adjacent lot/parcel of __________________________, described as tax parcel number____-____-____-____-____-____ in Bradford County Deed Book ______ at page ______, and recorded in the Bradford County Register and Recorder's Office to form a single lot of ______ acres.”

_____________________________
Signature(s) of Individual(s)

Commonwealth of Pennsylvania
County of Bradford

On this, the ____ day of _________, 20__, before me, a Notary Public, the undersigned officer, personally appeared known to me (or satisfactorily prove) to be the person whose name is subscribe to the with instrument, and acknowledge that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____________________________ SEAL
Notary Public
Easement Maintenance Agreement

THIS INDENTURE made this _____ day of ____________, 20_____, between________________________________ and _________________________ and _________________________. WHEREAS, the parties hereto are owners of parcels of land located in ______________________ Township/Borough, Bradford County, Pennsylvania, described by survey Map No. ______________, by______________, dated _________; WHEREAS, the parties desire to enter into an agreement regarding the repair, construction, and maintenance of the easement shown on Map #__________, survey made by______________________, licensed surveyor / engineer.

NOW THEREFORE, the parties hereto agree as follows:

(1) The _______ foot wide easement is described as follows (legal description):
   (Please attach description)

(2) It is agreed that the construction, repair and maintenance of the easement will be the responsibility of ______________________ and ______________________, their heirs and/or assigns. Each party shall be responsible for their respective shares for the above described, of construction and maintenance. The parties agree that the easement shall be maintained in its present condition as of the date of this agreement.

(3) The parties agree that no party will commit any of the other parties to an expense for maintenance of repairs without the consent of all of the parties concerned, however, if a repair or maintenance of the easement is necessary, and on party will not agree, the other parties shall be entitled to take whatever appropriate legal action is necessary to collect the other party’s share for the expense of the maintenance.

(4) This Agreement shall only terminate upon the acceptance of this easement by a municipality for the purposes of maintaining the easement.

(5) This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have to hereunto set their hands and seals the day and year first above written.

Signatures

________________________________________ __________________________________

________________________________________ __________________________________

Commonwealth of Pennsylvania
County of Bradford

On this, the ___ day of ________, 20__, before me, a Notary Public, the undersigned officer, personally appeared known to me (or satisfactorily prove) to be the person whose name is subscribe to the with instrument, and acknowledge that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____________________________________
Notary Public
Right-of-Way Maintenance Agreement

THIS INDENTURE made this _____ day of ____________ 20_____, between________________________________ and ________________________, ________________________ and_______________________________________. WHEREAS, the parties hereto are owners of parcels of land located in _________________ Township/Borough, Bradford County, Pennsylvania, described by survey Map No. ______________, by______________, dated _________; WHEREAS, the parties desire to enter into an agreement regarding the repair, construction, and maintenance of the right-of-way shown on Map _____________, survey made by______________________, licensed surveyor / engineer.

NOW THEREFORE, the parties hereto agree as follows:

(1) The ______ foot wide right-of-way is described as follows (legal description): (Please attach description)

(2) It is agreed that the construction, repair and maintenance of the right-of-way will be the responsibility of ______________________ and _________________________, their heirs and/or assigns. Each party shall be responsible for their respective shares for the above described, of construction and maintenance. The parties agree that the right-of-way shall be maintained in its present condition as of the date of this agreement.

(3) The parties agree that no party will commit any of the other parties to an expense for maintenance of repairs without the consent of all of the parties concerned, however, if a repair or maintenance of the right-of-way is necessary, and on party will not agree, the other parties shall be entitled to take whatever appropriate legal action is necessary to collect the other party’s share for the expense of the maintenance.

(4) This Agreement shall only terminate upon the acceptance of this right-of-way by a municipality for the purposes of maintaining the right-of-way.

(5) This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said parties have to hereunto set their hands and seals the day and year first above written.

Signatures

________________________________________  __________________________

________________________________________  __________________________

Commonwealth of Pennsylvania
County of Bradford

On this, the ___ day of ________, 20__, before me, a Notary Public, the undersigned officer, personally appeared known to me (or satisfactorily prove) to be the person whose name is subscribe to the with instrument, and acknowledge that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____________________________________
Notary Public