



Community Development Department  
7501 E. Civic Circle  
Prescott Valley AZ 86314  
Phone (928) 759-3050  
Fax (928)759-5511  
email: comdev@pvaz.net

**PLANNING DIVISION - MINOR LAND DIVISION**

**Land Split of Platted Lots or Metes and Bounds Property**

- A filing fee in the amount of \$.
- \$0 if recorded with the Town **prior** to being split
- \$200.00 if split prior to being recorded with the Town

**Property Owner** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

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

**Agent/Applicant:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**EXISTING PARCEL**

Assessor's Parcel #: \_\_\_\_\_

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

*As owner of the above property, I/We agree that applicable assessment maps can be amended to conform to the property configuration as shown on Survey or described herein.*

Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## **Division of Platted Lots and Un-Subdivided Metes and Bounds**

Large lots and tracts of un-platted land may be divided subject to “Land Division” procedures of Article 13-22 of Town Code. Upon review and approval of the proposed division, a “Record of Survey” is required to be recorded in accordance with the procedures outlined within Article 13-22. The Town can Record the Map after review and approval. Property being divided may or may not be in an Improvement District or CFD. If the property is within the district, the assessment map must be amended to reflect the change in property boundaries.

### **Section 13-22-010 Land Division.**

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4. Review Process
  - a. When a land split is anticipated, the owner, representative or purchaser shall file with the Prescott Valley Community Development Office a land split application form, along with two (2) copies of a "record of survey" prepared by a registered land surveyor containing the surveyor's certificate of accuracy and seal. The map of survey shall accurately set forth the boundaries of the lots, tracts, or parcels resulting from the land split, as well as any recorded easements, existing structures, and other information required on the application form.
  - b. The Community Development Department shall review the land split application and maps for Town Code compliance. If the information is in order and complete and the land split complies with the Code, the Department shall approve the land split within seven (7) working days. Otherwise, the Department shall deny the same in writing within the same period.
  - c. Upon approval by the Community Development Department, one (1) map of survey showing said approval shall be recorded in the Office of the Yavapai County Recorder.
5. Appeals: A decision by the Department to deny the land split may be appealed to the Prescott Valley Board of Adjustment, but any such appeal must be presented in writing to the Community Development Director within thirty (30) calendar days of the decision. Failure to comply with this time limit is jurisdictional and will preclude the appeal.

**NOTE: A COPY OF A TITLE REPORT MAY BE REQUIRED IF NEEDED IN ORDER TO VERIFY AN EASEMENTS OR OTHE ENCUMBRANCES.**



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### CERTIFICATE FOR LOT SPLIT

**Assessor's Parcel Number:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

(I/We) the undersigned hereby certify as (owner/agent) that the property located at the above address is not encumbered or obligated by recorded agreement, condition, covenant or restriction that would prohibit the intended LOT SPLIT; and that (I/we) understand that approval of the Zoning Department is subject to all other easements, encumbrances, etc. or restrictions which may apply to said property by virtue of any Town Ordinances and/or State Statute and deed restrictions. The Town takes no responsibility for said restrictions or requirements and the burden to comply with such restrictions lies solely with the property owner and/or applicant.

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

\_\_\_\_\_  
(owner/agent)

\_\_\_\_\_  
(owner/agent)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary: \_\_\_\_\_

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



WHEREAS, ARS §12-1134(I) recognizes that the state or political subdivisions may reach agreements with private property owners to waive claims for diminution in value resulting from land use law actions proposed by the state or political subdivision or requested by the property owners; and

WHEREAS, Arizona courts have recognized the inherent authority of municipal corporations to enter into agreements within the scope of their legislative powers, the same as individuals and other corporations, in matters that appertain to said municipal corporations [see, *Town of Tempe v. Corbell*, 17 Ariz. 1 (1915)]; and

WHEREAS, the Town (through its Common Council) has, on the date first-above written, duly considered and approved this Agreement with the Owner(s) to waive any claims said Owner(s) may have for diminution in value that may result, now or in the future, from the land use law action(s) proposed by the Town or requested by the Owner(s) as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein (and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

SECTION ONE. This Agreement applies to that private real property described in Exhibit "A" attached hereto and expressly made a part hereof ("Property").

SECTION TWO. The land use law action(s) proposed by the Town or requested by the Owner(s) to which this Agreement applies have been designated as follows by the Town's Community Development Department:

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and are based on certain application(s), copies of which ("Application(s)) are shown as Exhibit "B" attached hereto and expressly made a part hereof ("Action(s)").

SECTION THREE. By signing this Agreement, the Owner(s) expressly agree(s) and acknowledge(s) that the Owner(s) hereby waive(s) any right to claim diminution in value or claim just compensation for diminution in value of the Property under ARS §12-1134, now or in the future, in relation to the Action(s). This includes (but is expressly not limited to) agreement and consent by the Owner(s) to all conditions that may ultimately be imposed as part of the Action(s).

SECTION FOUR. It is expressly understood by the parties that this Agreement does not add to, detract from, or otherwise modify any discretion, right, power, authority, obligation, or duty of the Town under applicable law with respect to any legislative, administrative, or quasi-judicial action(s).

SECTION FIVE. This Agreement (including any exhibits attached hereto and any addendum) constitutes the entire understanding and agreement of the Owner(s) and the Town and shall supersede all prior agreements or understandings between the Owner(s) and Town regarding the Property. This Agreement may not be modified or amended except by written agreement of the Owner(s) and the Town.

SECTION SIX. This Agreement is made and entered into in Yavapai County, Arizona, and will be construed and interpreted under the laws of the State of Arizona.

SECTION SEVEN. The parties agree that this Agreement may be filed in the Official Records of the County Recorder's Office, Yavapai County, Arizona.

SECTION EIGHT. This Agreement runs with the land and is binding upon all present and future owners of the Property.

SECTION NINE. This Agreement is subject to the cancellation provisions of ARS §38-511.

SECTION TEN. The Owner(s) warrant(s) and represent(s) that the Owner(s) is/are the owner(s) of fee title to the Property, and that no other person(s) has/have any ownership interest(s) in the Property. The person(s) who sign(s) on behalf of the Owner(s) personally warrant(s) and guarantee(s) to the Town that he/she/they have the legal authority to bind the Owner(s) to this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

\_\_\_\_\_, (Owner(s))

\_\_\_\_\_

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Owner(s) Signature

STATE OF ARIZONA     )

) ss:

County of Yavapai     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_,  
personally appeared before me,  
\_\_\_\_ who is personally known to me,  
\_\_\_\_ whose identity I verified on the basis of \_\_\_\_\_  
\_\_\_\_ whose identity I verified on the oath/affirmation of \_\_\_\_\_  
a credible witness, to be the signer of the foregoing document, and he/she  
acknowledged that he/she signed it.

\_\_\_\_\_  
Notary Public  
Notary Signature

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



**EXHIBIT "A"**

**PROPERTY**

**EXHIBIT "B"**

**APPLICATION(S)**