



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

MINOR LAND DIVISION APPLICATION SUBMMITAL CHECKLIST

Application #: _____

Site Address: _____

No application is to be submitted or accepted unless it is complete including, but not limited to, the following:

- Minor Land Division application including the Assessor's Parcel #, application signed and dated and owner/agent information. If agent, include the name and address of the property owner, phone number, and a letter of authorization.
- A filing fee in the amount of \$.
 - \$0 if recorded with the Town **prior** to being split
 - \$214.00 if split prior to being recorded with the Town
- Property Survey.
- Copy of Title Report for subject property.
- Legal Description of the property identified on the application; if too lengthy, please attach.
- Two (2) copies of originally signed Mylar map (If Town Records) or;
One (1) Conformed Copy of Recorded Map
- Electronic PDF image, of mylar are required.**
- Proposition 207 Waiver Form.

Note: If construction is planned, the applicants should obtain a Building Permit application and familiarize themselves with requirements.



**PLANNING DIVISION
MINOR LAND DIVISION**

App. No.: _____ Date Submitted: _____ Fee Due: Yes No
\$ _____

- A filing fee in the amount of \$.
 \$0 if recorded with the Town **prior** to being split
 \$214.00 if split prior to being recorded with the Town

- To:** Division of Legal, Platted Lots Combined Under One (1) Assessment
 Land Split of Platted Lots or Metes and Bounds Property

Property Owner:

Mailing Address:

Phone:

Agent/Applicant: _____ **Phone:** _____

EXISTING PARCEL

Assessor's Parcel #: _____ Legal Description:

Existing Assessment #: _____ (If Applicable)

Assessment Paid: **Yes** **No**

Site Address: _____ Total Sq.

Footage _____

Zoning: _____

(Commercial Only)

As owner of the above property, I/We agree that the sewer assessment map can be amended to conform to the property configuration as described herein.

Owner/Agent Signature: _____ Date: _____

New Parcel Configuration:

Parcel #1:

Parcel No. (when available): _____

In-Lieu-Of Fee Required: Yes _____ No _____

Site Address: _____

Commercial Only – Total Sq. Ft. of Parcel: _____

Owner: _____

Status of Existing Use(s) on Parcel: _____

Parcel #2:

Parcel No. (when available) : _____

In-Lieu-Of Fee Required: Yes _____ No _____

Site Address: _____

Commercial Only – Total Sq. Ft. of Parcel: _____

Owner: _____

Status of Existing Use(s) on Parcel: _____

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. A conformed copy of the Survey needs to be returned to this department to evidence the recording.

Property being divided may or may not be in the Sewer Improvement District. If the property is within the district, the assessment map must be amended to reflect the change in property boundaries. The original Assessment District Map was established by Resolution of the Town Council. Changes to the map and assessments are also done by Resolution (Ordinance 455). Upon recordation of the Survey, the application and map will be forwarded to the Public Works Department/Sewer Department to revise the official assessment map. On residential lots, the assessment will be applied to one lot with the “In-Lieu-Of” fee being assigned to the other lot, as previously described. Any assessment on commercial land parcels will be divided between the newly created parcels (Reapportionment). Additional “In-Lieu-Of” fees may be required for commercial property when developed, based on the intensity of uses on the site.

If the land is not in the Sewer Improvement District, and has no assessment, an “In-Lieu-Of” sewer connection fee will be established for any newly created parcels (Ordinance 284). The In-Lieu-Of fee for un-assessed residential and commercial parcels is three thousand, three hundred (\$3,300.00) dollars (Resolution 593). Payment of any In-Lieu-Of fees are due prior to development of the property. Additional In-Lieu-Of fees may be required for commercial property when developed, based on the intensity of uses on the site.

Section 13-22-010 Land Division.

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.

CERTIFICATE FOR LOT SPLIT

Address:

Assessor's Parcel Number: _____

(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: _____

When Recorded Return To:
Town of Prescott Valley
7501 East Skoog Blvd.
Prescott Valley, AZ 86314



**AGREEMENT
TO WAIVE CLAIM FOR DIMINUTION IN VALUE
REGARDING ACTION
PROPOSED BY TOWN OR REQUESTED BY PROPERTY OWNER**

This Waiver is related to Proposition 207 (Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes) dealing with eminent domain and regulatory takings. The Waiver is as an agreement between the Town and the owners in conjunction with the land use law actions requested by the property owners. Each owner of a fee interest in the subject property is asked to sign the waiver agreement and have the signatures properly notarized. Extra sheets for the Owners signature can be made for multiple owners involved in an application. A legal description should be attached by the applicant. The Town will complete the application number when the application is processed and attach a copy of the completed application.

This Agreement to Waive Claim for Diminution in Value Regarding Action Proposed by Town or Requested by Property Owner ("Agreement") made as of this ___ day of _____, 20___, by and between the Town of Prescott Valley, a municipal corporation of Arizona ("Town") and

("Owner(s)");

WITNESSETH:

WHEREAS, on December 4, 2006, the Governor of Arizona signed into law the Private Property Rights Protection Act (Proposition 207) approved by the voters on November 7, 2006; and

WHEREAS, Proposition 207 added a new Article 2.1 to Chapter 8, Title 12 of the Arizona Revised Statutes (comprising §§12-1131 through 12-1138) dealing with eminent domain and regulatory takings; and

WHEREAS, ARS §12-1134 permits an owner of private real property to seek just compensation from the state or a political subdivision thereof that enacts or applies a land use law which (subject to certain exceptions) reduces

existing rights to use, divide, sell or possess said property and thereby reduces the fair market value of the property; and

WHEREAS, "land use law" includes any statute, rule, ordinance, resolution, or law enacted by the state or political subdivision that regulates the use or division of land or any interest in land; and

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:

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.

TOWN OF PRESCOTT VALLEY, a
municipal corporation of Arizona,
(Town)

Kell Palguta, Mayor

ATTEST:

Diane Russell, Town Clerk

APPROVED AS TO FORM:

Ivan Legler, Town Attorney

STATE OF ARIZONA)
) ss:
County of Yavapai)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by Kell Palguta, Mayor of the Town of Prescott Valley, a municipal corporation of Arizona, on behalf of said municipal corporation.

Notary Signature

My Commission Expires:

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 Signature

My Commission Expires:

EXHIBIT "A"

PROPERTY

EXHIBIT "B"

APPLICATION(S)