



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

**PRELIMINARY DEVELOPMENT PLAN/PLAT
APPLICATION SUBMITTAL & CHECKLIST**

- COMMERCIAL**
- RESIDENTIAL**

Project Name: _____ **Application #:** _____

Site Address : _____ **Assessor's Parcel #(s):** _____

We do not accept any application via facsimile. Also, no application will be accepted unless it is complete including, but not limited to, the following:

- Type of development plan:
 - Preliminary Development Plan
 - Minor Modification
 - Major Modification
- A mandatory pre-application meeting with the Community Development Department Staff.
- A legal description of the property identified on the application in **electronic word format**.
- A site layout, landscape plan, building elevations and other pertinent data as requested (see requirements). **Electronic PDF image of site layout is also required.**
- Letter of intent detailing the proposed use(s) and time period requested (if applicable).
- Preliminary Development Plans:**

RESIDENTIAL - All Preliminary Development Plans and Final Development Plans prepared for Residential Subdivisions shall be prepared in accordance with the requirements of the Subdivision Code in Chapter 14 of the Town Code.

COMMERCIAL - A site layout, landscape plan, building elevations and other pertinent data as requested (see requirements).

- Hearing application stating the request and the type of proposed development, the Assessor's Parcel #, application signed and dated, indicating whether the owner or the agent. If agent, include the name and address of the property owner, phone number, and a letter of authorization. And to include:
- A filing fee in the amount of:
 - RESIDENTIAL - \$802.50 plus \$10.70 per lot without ZMC
 - Minor Modifications = \$267.50
 - Major Modifications (5 or more lots) = \$321.00 + \$10.70 per lot.
 - COMMERCIAL - \$802.50 plus \$37.45 per acre or portion of an acre without ZMC
 - Minor Modification (Less than 2 acres) = \$267.50
 - Major Modification (2 or more acres) = \$321.00 plus \$37.45 per acre
 - Permission to enter property statement signed and notarized.

Proposition 207 Waiver Form Signed (*On Page #10 of the attached Waiver document, the Owner, or Agent needs to just state their name, and title if applicable, and have the signature Notarized. Staff will complete the remainder of the Waiver.*)



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

PRELIMINARY DEVELOPMENT PLAN/PLAT (PDP)

- COMMERCIAL**
 RESIDENTIAL

Project Name: _____ **Assessor's Parcel #(s):** _____

Site Address: _____ **Unit:** _____ **Lot:** _____ (or, legal attached)

<i>For Staff Use Only</i>		
Applicant/Owner: _____ _____ Mailing Address: _____ _____ Phone: _____ Fax: _____ Email: _____	Meeting Date: / / Application No.: _____ Township _____ Section _____ Range _____ Date Received: _____ Zoning: _____ Fees & Charges: _____ Receipt #/Date: _____ Assigned To: _____ Taken By: _____	
Agent (If different than property owner. Agent letter must accompany submittal): _____ _____ Mailing Address: _____ _____ Phone: _____ Fax: _____ Email: _____	Subdivision: _____ Site Location/Address: _____ _____ _____ Total Acreage: _____ Total Lots: _____	
Name	Signature	Date



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

AUTHORIZATION TO ENTER PROPERTY

APPLICATION #: _____ Parcel #: _____ Unit/Lot #: _____

Legal Description (see attached): _____

APPLICANT(s): _____

Address: _____ Phone No.: _____

I, the undersigned, hereby give permission to the Prescott Valley Zoning Inspector (or any Deputy Inspector) in the discharge of his/her duties as stated herein, and for good and probable cause, to enter the above described property to inspect same in connection with the enumerated application made under the terms of the Prescott Valley Town Code, or for any investigation as to whether or not any portion of such property, building or other structure is being placed, erected, maintained, constructed or used in violation of the Prescott Valley Town Code; or for any investigations for conditions, compliance and stipulations under the terms of the Prescott Valley Town Code and public hearings concerning this parcel. Such entry shall be within 60 days of the date of my signature (below) or within 60 days of the scheduled date of a public hearing for review, transfer or renewal of the application. Such entry shall be limited between the hours of 7 A.M. and 6 P.M. MST. I understand that this permission to enter property is OPTIONAL and VOLUNTARILY GIVEN and may be withdrawn or revoked (either in writing or verbally) at any time.

Applicant's Signature: _____ Date: _____

(check one)

Owner

Agent for _____

STATE OF ARIZONA)

) ss

COUNTY OF YAVAPAI)

On this ____ day of _____ 20__ before me, the undersigned Notary Public, personally appeared who executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereby set my hand and official seal,

Notary Public: _____

Date Commission Expires: _____



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

13-19-060 Plans Required and PAD Procedures.

- A. No use shall be permitted in a PAD District until a Preliminary Development Plan and a Final Development Plan have been reviewed and approved by the Commission and Council respectively, in accordance with the provisions of this Article.
- B. **All Preliminary Development Plans and Final Development Plans prepared for subdivisions shall be prepared in accordance with the requirements of the Subdivision Code in Chapter 14 of the Town Code (*These provisions are available at the Town of Prescott Valley Web Site: www.pvaz.net*).**
- C. Preliminary Development Plan: The applicant for a proposed PAD shall prepare a Preliminary Development Plan which shall contain necessary written and graphic information describing the general nature of the proposed development as required by the Town of Prescott Valley. The Preliminary Development Plan shall contain, at a minimum, the following information:
 - 1. Relationship of the property to the surrounding areas that will be affected by the proposed PAD.
 - 2. A map showing the street system, lot lines and topography.
 - 3. Proposed pattern of residential and/or commercial land uses, including areas to be conveyed, dedicated or reserved for parks, parkways, playgrounds, school sites, public buildings and other similar public and semi-public uses, and the underlying zoning district.
 - 4. A conceptual site plan for each building site and common open areas, showing the approximate location of all structures, buildings and improvements (except for single family detached units which shall be indicated by lot location only). The site plan shall also indicate the open spaces around buildings and structures.
 - 5. Preliminary plans and elevations of all building types. [These need not be the result of final architectural decisions and need not be in detail.]
 - 6. An off-street parking and circulation diagram indicating the proposed movement of vehicles within the development and to and from the existing thoroughfares.
 - 7. A tabulation of the total number of acres in the proposed project and a tabulation of overall density per gross acre.

8. Agreements or provisions of conveyance which govern the use, maintenance and continued protection of the planned development and any of its open areas.
 9. All proposed Model Homes and Model Home Complexes, to include information as to their proposed location in relation to other residential properties as well as proposed parking, lighting and landscaping. The Use Regulations in Section 13-06-020 (B)(4) (a-i) apply to any Model Homes and Model Home Complexes approved in a Development Plan.
- D. The Preliminary Development Plan shall be submitted to the Community Development Department. Once the Department determines that the Plan substantially conforms to the submission requirements of this Section, the Plan shall be presented to the Planning and Zoning Commission at a future regular meeting [but not less than thirty (30) days from the date of filing.
- E. Preliminary Plan Review: The Planning Commission shall investigate and ascertain that the Preliminary Development Plans for a Planned Area Development meet the following conditions:
1. That the proposed project will constitute an environment of sustained desirability and stability and that it will be in harmony with the character of the surrounding developments and neighborhoods consistent with the purpose of this Article.
 2. That the value or the use of the property adjacent to the area included in the Plan will not be adversely affected. To this end, the Planning Commission may require, in the absence of an appropriate physical barrier, that uses of least intensity be arranged along the boundaries of the project. The Planning Commission may impose either or both of the following requirements:
 - a. Structures located on the perimeter of the PAD must be setback by a distance sufficient to protect the privacy and amenity of adjacent existing uses;
 - b. Structures located on the perimeter of the PAD must be permanently screened in a manner which is sufficient to protect the privacy and amenity of the adjacent existing uses.
 3. That every structure containing residential, commercial or industrial units shall have access to a public street directly or via a court, walkway or other common area, dedicated to the public use or owned and maintained as common ground.
 4. That the proposed uses are or will be allowed in the underlying zoning district.
- F. If the Commission finds that the proposed land uses illustrated on the Preliminary Development Plan is are not in conformity with the current or proposed underlying zoning district or does not otherwise meet the intent and objectives of the General Plan or objectives of this Chapter, the Commission shall give no further consideration, unless, within ten (10) days after the decision of the Commission is rendered, the applicant requests an appeal of the Commission decision to the Town Council. Within thirty (30) days of the request for an appeal, the Council shall hold a

public hearing to affirm, reverse or modify the Commission decision. If the Council concurs with the decision of the Commission in denying the appeal of a proposed PAD, the Council shall give no further consideration. If the Council upholds the appeal and reverses the Commission decision, the applicant shall be required to prepare a Final Development Plan according to the provisions and procedures contained in this Article.

- G. If the Commission finds that the Preliminary Development Plan is consistent with the underlying zoning district and the objectives of the General Plan, the applicant shall then prepare and submit a Final Development Plan. The Commission may require that the applicant modify, alter, adjust or amend the Preliminary Development Plan in a manner, and to an extent, as it may be necessary and appropriate to the public interest. The time period for which Preliminary Development Plan approvals shall be valid shall essentially be the same as for Preliminary Plat approvals in Town Code Subsection 14-02-030(F) (as amended).

Recorded at the request of:
Town of Prescott Valley
Town Clerk's Office
7501 East Skoog Boulevard
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:

Fatima Fernandez, 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 Public
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 Public
Notary Signature

My Commission Expires:

EXHIBIT “A”

PROPERTY

EXHIBIT "B"
APPLICATION(S)