



Community Development Department
7501 E. Skoog Blvd.
Prescott Valley AZ 86314
Phone (928) 759-3050
Fax (928)772-7829
email: comdev@pvaz.net

ANNEXATION APPLICATION SUBMITTAL CHECKLIST

Project Name: _____ **Application #** _____

Address (if applicable): _____

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:

- Written request for Annexation into the Town Limits.
- Stamped Legal Description in Word format or PFD
- Proposition 207 Waiver

Annexations are processed under the provisions of Arizona Revised Statutes Section 9-741 and are subject to Town Council approval. Should the Council decide to move forward with an annexation a blank petition is filed with the Yavapai County Recorder's Office starting the required thirty (30) day waiting period and a public hearing is scheduled before the Town Council to take comment. Following the required public hearing (in accordance with ARS §9-471(A)(3)), petitions can then be gathered at the end of the thirty (30) day waiting period. Upon determination and filing of required petitions, an ordinance annexing the property can be prepared for consideration of Council action.

No Fees are due if the Council elects to proceed with and annexation in the Town's interest.

Note: The applicant or his representative should be present at scheduled meetings to answer questions. Any associated building permits will be issued after Public Hearing approvals and effective date of adopted Ordinances. If construction is planned, the applicants should obtain a Building Permit application and familiarize themselves with requirements.



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**PLANNING DIVISION –
 ANNEXATION APPLICATION**

Project Name: _____

Site Address: _____ **Legal: Unit:** _____ **Lot:** _____
 (or attached Legal Description)

Applicant/Owner Name & Address: _____ _____ _____ Phone: _____ Fax: _____ Email: _____	<i>For Staff Use Only</i>
	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)/Agent Address: _____ _____ _____ Phone: _____ Fax: _____ Email: _____	

Assessor's Parcel Number(s): _____

Name	Signature	Date
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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.

_____, (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)