



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

**LOT SPLIT
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:

- Lot Split 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.
- Copy of Title Report for subject property.
- Legal Description of the property identified on the application; if too lengthy, please attach.
- A site layout, landscape plan, building elevations and other pertinent data as requested (see requirements).
- Property Survey.
- Proposition 207 Waiver Form.



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**PLANNING DIVISION -
LOT SPLIT APPLICATION**

App. No.: _____
Date Submitted: _____
Zoning: _____

Request to Split Lots Combined by Town Assessment

Applicant: _____

Mailing Address: _____

Phone: _____

Existing Parcel: APN: _____ Legal Description: _____
Existing Assessment Number: _____ **Assessment Paid:** Yes _____ No _____
Site Address: _____
Commercial Only – Total Sq. Ft. of Parcel: _____

New Parcel Configuration:

Parcel #1:

Parcel No.: _____ **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.: _____ **In-Lieu-Of Fee Required:** Yes _____ No _____
Site Address: _____
Commercial Only – Total Sq. Ft. of Parcel: _____
Owner: _____
Status of Existing Use(s) on Parcel: _____

As owner(s) of the above property, I/we request that the sewer assessment map be amended to conform to property configuration as described herein. The lots, as configured, conform to dimensions as shown on attached survey/plat. (For additional parcels, please attach separately)

Signature of Property Owner(s)/Agent

Date



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Lot Splits

Separation of Sewer Assessment

At the time of the establishment of the road & sewer improvement district, many separate undeveloped lots were combined so that only one sewer assessment would be applied. As a result, only one lot was hooked up to the Town's sewer system. These combined lots can be separated upon review and approval per the process outlined below:

1. **A copy of the Survey for each lot is required.** If there are structures on the property, they must be indicated on the survey or a scaled site plan. Existing structures must meet all setbacks and code requirements. Approval will be made upon review of set-backs and assessments.
2. If approved, the application and surveys will be forwarded to the Town Clerk for revision of the assessment map. The Assessment District Map was established by Resolution of the Town Council. Changes to the map and assessments are also done by Resolution (Ord. 455).
3. The existing assessment for the combined lots will be assigned to the primary lot(s) that are not being split.
4. New In-Lieu-Of sewer connection fees of \$3,300 will be established for any separated lots. A building permit can be issued upon payment of the In-Lieu-of connection fee.
5. The lots must be dimensioned as originally platted.
6. If the boundaries of the lots are to be adjusted the procedure for a **Property Line Adjustment** is required.
7. If the lots were joined together by a Reversionary Plat, a "**Minor Land Division**" may be required.



COMMUNITY DEVELOPMENT DEPARTMENT REVIEW:

Reviewer: _____ **Date:** _____

Comments: _____

PUBLIC WORKS DEPARTMENT REVIEW:

Reviewer: _____ **Date:** _____

Comments: _____



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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.

_____, (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)