



Development Services Department
7501 E. Skoog Blvd.
Prescott Valley AZ 86314
Phone (928) 759-3050
Fax (928)759-5511
email: devserv@prescottvalley-az.gov

REVERSIONARY PLAT APPLICATION SUBMITTAL CHECKLIST

Application #: _____ **Site Address:** _____

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:

- 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.
- The "Purpose of Reversionary Plat" must be completed.
- A filing fee in the amount of **\$267.50**.
- Copy of Title Report for subject property.
- Legal description of the property identified on the application.
- A PDF electronic image of Reversionary Plat for submittal.

Signed Mylars may be provided at submittal or after approval by Planning and Zoning Commission and before scheduled for Town Council Approval.

- 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. Please print out one-sided.*

Note: **The applicant or his representative should be present at scheduled meetings to answer questions.**



Development Services Department
7501 E. Skoog Blvd.
Prescott Valley AZ 86314
Phone (928) 759-3050
Fax (928)759-5511
email: devserv@prescottvalley-az.gov

**PLANNING DIVISION
REVERSIONARY PLAT APPLICATION**

App. No.: _____
Date Submitted: _____
Fees Paid: _____
Zoning: _____
P&Z Review: _____
Council Review: _____

To: Combine Property
 Adjust Property Line

Property Owner: _____
Address: _____
Phone: _____
Agent: _____ **Phone:** _____

APN	ADDRESS	LEGAL DESCRIPTION (Please attach if lengthy)

Purpose of Reversionary Plat (MUST BE COMPLETED):

AGENT INFORMATION (if applicable):

I hereby file this request, as owner or representative thereof (written authorization by property owner must accompany application), declare that all information submitted on this application and on additional documents and plans required for this request, are true and correct to the best of my knowledge and belief.

Signature of Property Owner (s) or Agent

Date



Development Services Department
7501 E. Skoog Blvd.
Prescott Valley AZ 86314
Phone (928) 759-3050
Fax (928)759-5511
email: devserv@prescottvalley-az.gov

Reversionary Plat Process

(Lot Combinations - Property Line Adjustments - Change of Sewer Assessments)

The **Reversionary Plat** process has been adopted for review and approval for combining or adjusting previously recorded lots or parcels.

As defined in Town Code section 14-01-020.A.27.d. a “Reversionary Plat” means:

- (1) A map for the propose of reverting previously subdivided acreage to un-subdivided acreage; or
- (2) A map for the purpose of vacating rights-of-way previously dedicated to the public and abandoned under procedures prescribed by the Town; or
- (3) A map for the purpose of vacating or re-describing lot or parcel boundaries previously recorded.

The Town of Prescott Valley is authorized by Arizona Statutes to regulate by ordinance the subdivision of land for sale, lease or financing (9-463.01). For purposes of local regulation, “subdivisions” involve (a) division of improved or unimproved land into “four” or more” lots tracts or parcels. (b) Division of improved or unimproved land into “two or more” lots, tracts or if a new street is involved or (c) division of improved or unimproved land into “more than two” parts where the boundaries have previously been fixed by a recorded plat [ARS Sec. 9-463.02 (A)].

Local subdivision ordinances (Chapter 14) provide for both preliminary and final plats, including plats to vacate previously dedicated streets and easements and to vacate or re-described previously recorded lot or parcel boundaries. [ARS Sec. 9-463.01 (C) & (G)]. Though lot combinations and lot line adjustments are not technically “subdivisions” towns are authorized to regulate lot combinations and lot line adjustments in accordance with procedural requirements of Article 6.2 “Municipal Subdivision Regulations”

Preliminary approval consists of review of the map by the Planning Commission with a recommendation to Council. The action is discretionary on part of the governing bodies. The proposed change to the lot layout as shown on the approved plat is subject to review for lot standards and design as well as density district requirements of the zoning code.

If a lot combination or boundary adjustment has no significant impact on the character of the surrounding neighborhood the plat may be recommended for approval by the Community Development Department. If the combination or alteration of the platted lots results in a development project that increases the density of units or varies from the character of the surrounding area, the application will be scheduled for review by the Planning Commission and subsequently forwarded to the Town Council for consent approval. ***As part of the process, any changes that affect lots that are part of the Sewer Assessment District will result in a change to the assessment boundaries as indicated on the official assessment map.***

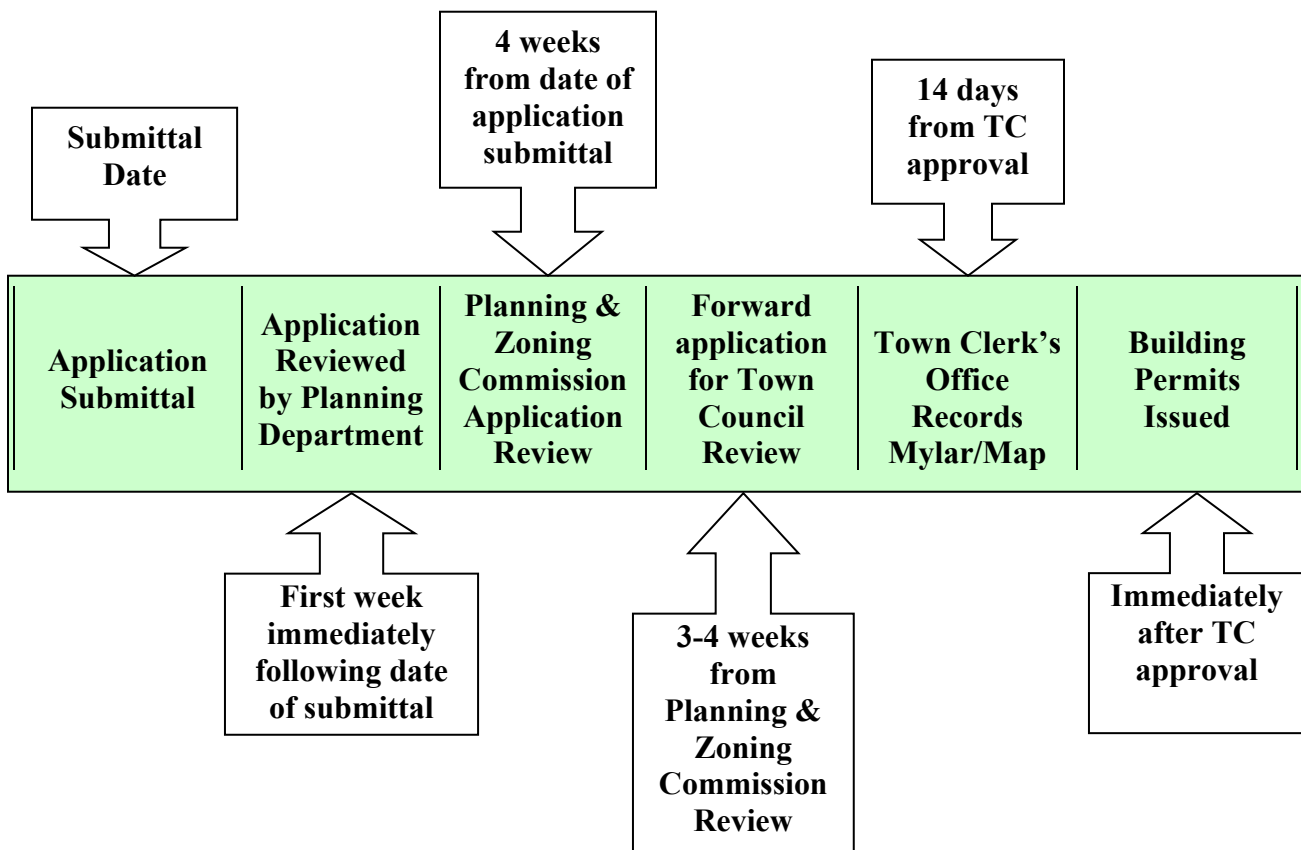
Processing Time Schedule

Commission Review and Council Approval:

Once a Reversionary Plat application has been submitted, it is reviewed by the Community Development Planning Staff (1 week). **The application and maps must be complete twenty-one (21) working days prior to the Planning and Zoning Commission meeting date** (2nd Monday of each month). After review by Commission, the map is forwarded with a recommendation to the Town Council to be placed on a future agenda, 3-4 weeks from the date of the Commission Meeting. If consent approval is granted by Council, the Town Clerk's Office will then record the map and building permits can be issued.

Prior to the map being recorded, taxes on the subject property must be bonded for or paid. Deeds to transfer adjusted property must be recorded concurrently or before the Map is recorded, and evidence of partial reconveyance, extinguishing any liens that may exist on the subject property, must be filed with this department.

Reversionary Plat Application Processing





Development Services Department
7501 E. Skoog Blvd.
Prescott Valley AZ 86314
Phone (928) 759-3050
Fax (928)759-5511
email: devserv@prescottvalley-az.gov

REVERSIONARY PLAT CHECKLIST (RETURN WITH APPLICATION)

RP#: _____ APPLICANT: _____

Public Hearing _____	Date _____	Action _____
Public Hearing _____	Date _____	Action _____

Two Mylars map should be provided with original signatures of the property owner(s) at time of submittal or before being scheduled for Council approval.

The following information **MUST** be on the original Reversionary Plat Map:

1. The purpose is clearly stated (i.e., to combine two lots into a single lot).
2. The plat contains original signature by the owner (confirm with Title Report).
3. Plat Prepared by Arizona Registered Land Surveyor and indicate where it was prepared.
4. Show monuments found and set; Bearings and distances both recorded and found.
5. Show all easements of record. This department will check for added easements (check title report).
6. No language disclaiming knowledge of easements or conditions.

FOLLOW-UP _____

- Copy of application packet sent to Management Services for assessment revision
- Before Recording; copy of conveyance deeds, Reconveyance (extinguishing liens)
- Recorded map and copy received and records updated
- Follow-up letter to applicant

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 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)