Annexation
Application Checklist

- ❑ The application must be executed by the owner(s) of the subject property or an authorization letter executed by the owner(s) of the subject property shall be provided stating that the applicant is authorized to represent the property owner(s) in this application.

- ❑ One (1) digital copy of the entire application. Each document needs to be saved on a cd in .pdf format in accordance with the following the naming convention:
    1. Owner Authorization Letter [AN-OA.PDF]
    2. Completed Application Checklist [AN-CKLST.PDF]
    3. Project Narrative [AN-NARR.PDF]
    4. Vicinity Map exhibit [AN-AERAL.PDF]
    5. Plat Map [AN-PLAT MAP.PDF]
    6. Annexation Map [AN-ANNEX.PDF]
    7. Legal Description [AN-LEGAL.PDF]
    8. Maricopa County Assessor Map [AN-ASSOR.PDF]
    9. Prop 207 Waiver signed by property owner(s) [AN-WAIVER.PDF]

- ❑ Two (2) copies of a Project Narrative providing a general, but thorough, description of what is being proposed on the property, including:
    1. A detailed explanation of the annexation proposal, including the reason for the annexation and how the property in question would be provided with city services after annexation;
    2. Compatibility with General Plan, infrastructure needs and timing of development;
    3. Description of proposed annexation;
    4. Provide an explanation as to how the proposed annexation conforms to the requirements of Arizona Revised Statutes 9-471;
    5. Provide information and data regarding the benefit to the City and the benefit to the property owner that would result from annexation;
    6. Project Name;
    7. Address or Location of property(ies);
    8. Tax parcel numbers of affected property(ies);
    9. Number of existing dwelling units;
    10. Existing Zoning of Property in County;
    11. Proposed City-equivalent zoning for the property;
    12. Any proposed change in zoning planned after annexation;
    13. City of Goodyear General Plan land use designation for property;
    14. Identification of any conditions or constraints on the property, such as future roadway alignments, rivers, arroyos, flood plain designations, powerline corridors or gas line corridors, airport air traffic areas, noise contours or accident potential zones.

- ❑ Two (2) copies of a Vicinity Map exhibit showing the following:
    1. Existing zoning on the subject property;
    2. Existing land uses on the subject property;
    3. Adjacent lands within 500 feet of the subject property;
    4. Planned land uses on the subject property;
    5. Adjacent lands within 500 feet of the subject property.

- ❑ Two (2) copies of a Plat Map (24" x 36" in size, folded to 9" x 12") containing the following information:
    1. Vicinity Map;
    2. Scale, north arrow and dimensions;
    3. Gross area of land to be annexed in square feet and acres;
    4. All exterior boundaries with dimensions and bearings;
    5. Location of County and City right-of-way and roadways;
    6. Clearly identified point of beginning (P.O.B.);
    7. Metes and bounds legal description of the property including gross acreage, ties to two section corners;
    8. Location of existing city limits with reference to annexation ordinance that established such city limits;
    9. Seal of an Engineer or Surveyor licensed in the State of Arizona.

- ❑ Two (2) copies of an Annexation Map (8½" x 11" in size) in a format acceptable for recording at the Maricopa County Recorder's office;

- ❑ Two (2) copies of an accurate Legal Description (8½" x 11" in size) of the property in question, which includes the following:
    1. Metes and bounds description of the property including gross acreage, ties to two section corners, and sealed and signed by an Engineer or Surveyor licensed in the State of Arizona;
    2. Electronic file of legal description with an electronic signature.

- ❑ Two (2) copies of an exhibit showing the current Maricopa County Assessor's Parcel Number(s) for the subject property and adjacent lands within 500 feet of the subject property;

- ❑ Prop. 207 Waiver completed and signed by the property owner(s); and,

- ❑ Application Fees: $3,500 + 30/acre
  ½ fee if submitted with a Rezone application

City of Goodyear Application No._____

AGREEMENT FOR THE WAIVER OF CLAIMS
FOR DIMINUTION IN VALUE OF PROPERTY

THIS AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY (the "Agreement") is made in favor of the City of Goodyear ("City") by _____("Owner").

RECITALS

A. Owner is the fee title owner of property, Parcel No(s)._____-_____-_____ located at _____ (the "Property").

B. Owner acknowledges that he/she has made a request to the City for application of its land use laws for the development of the Property and is under no compulsion, economic or otherwise, to enter into this Agreement.

C. Arizona statute ARS § 12-1134.A provides that a city must pay just compensation to a land owner, in some cases, if the city approves a land use law that reduces the fair market value of the owner's property. This law is sometimes referred to as "Proposition 207" or the "Private Property Rights Protection Act". (ARS 12-1131, et.seq.)

D. The Private Property Rights Protection Act (e.g., A.R.S. § 12-1134.I) authorizes private property owners to enter into agreements with political subdivisions to waive any claim for diminution in value of their property in connection with any action requested by the property owner.

E. City and Owner seek to resolve whether the application of the City's land use laws to the Property constitute a "diminution in value" of the Property or other harm entitling Owner, now or in the future, to seek compensation from the City under the Private Property Rights Protection Act.

IT IS AGREED AS FOLLOWS:

Owner hereby makes the following acknowledgements and representations:

1. Owner acknowledges that:

a. The recitals set forth above are true and correct and are incorporated herein by this reference.

b. Owner is aware of the Private Property Rights Protection Act. (ARS 12-1131, et.seq.)

c. Owner has independently determined and believes that the application of the City's land use laws to the Property will not reduce the fair market value of the Property.

d. Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements upon the Property, such as requirements for right-of-way dedications, time limitations for development, and other zoning ordinance stipulations and conditions.

2. The undersigned Owner agrees as follows:

a. The Owner agrees and consents to all of the conditions and/or stipulations recommended by the Goodyear Planning and Zoning Commission and City staff that are to be enacted by the City Council in conjunction with the City's approval of the Owner's request for application of the city's land use laws to the Owner's Property. Owner agrees that compliance with these conditions and/or stipulations will govern development of the property. Owner further understands and agrees that stipulations and conditions may be added or modified by the City Council during the public hearing process, and that any added or modified stipulations and conditions would need to be incorporated into an amendment to this Agreement, and that the Owner's execution of such amendment to the Agreement shall be a further condition or stipulation to the City Council's approval of the Owner's request.

b. Owner hereby waives and fully releases any and all financial loss, injury, claims and causes of action that Owner may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act in connection with the application of the City's land use laws to Owner's Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Private Property Rights Protection Act.

c. Owner hereby agrees to indemnify, hold harmless and defend City, its officers, employees and agents, from any and all claims, causes of actions, demands, losses and expenses, including reasonable attorney's fees and litigation costs asserted by or resulting from any of the present owners of any interest in the Property seeking any potential compensation, damages, attorney's fees or costs under the Private Property Rights Protection Act that they may have, as a result of the application of the City's land use laws on the Property.

d. This Waiver Agreement shall run with the land and shall be binding upon all present and future owners of any interest in the Property.

e. The Owner agrees that, as of the effective date of this Agreement, he/she has received equal protection of the laws and due process of all claims and requests, and has not suffered any compensable regulatory taking (as those terms and their related claims are defined by Arizona state and federal constitutional jurisprudence).

3. Owner warrants and represents that Owner is the owner of the fee title to the Property.

4. The person who signs this Agreement on behalf of Owner personally warrants and guarantees to City that he has legal power to bind Owner to this Agreement.

Owner: _____ By :_____
(Print Name) *(Signature of Owner)*

STATE OF ARIZONA)
) ss.
County of Maricopa)

Subscribed, sworn to and acknowledged before me by_____ on this ____day of _____, 201___.

_____
My commission expires: Notary Public
_____