

**WAIVER OF RIGHTS AND REMEDIES  
UNDER A.R.S. §12-1134**

This agreement regarding Waiver of Rights and Remedies under A.R.S. § 12-1134 ("Agreement") is made between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (City, Town), Arizona, regarding the following property:

\_\_\_\_\_  
\_\_\_\_\_  
(Use legal description and street address or you can list property in a separate attachment but incorporate by reference into the space above).

The Owner agrees and consents to all the conditions imposed by the City/Town Council regarding the zoning classification in [Rezoning/Zoning Change/Use Permit/Preliminary Dev. Plan Application #\_\_\_/General Plan Amendment/Variance/ Site Plan/Subdivision/ Ordinance] referenced in [ordinance, application #, permit #].

By signing this Agreement, the Owner acknowledges that Owner waives any right to claim diminution in value or claim for just compensation for diminution in value under A.R.S. §12-1134 related to the zoning classification in [Rezoning/Zoning Change/Use Permit/Preliminary Dev. Plan Application #\_\_\_/General Plan Amendment/Variance/ Site Plan/Subdivision/ Ordinance] as a result of the Council's approval of [Rezoning/Zoning Change/Use Permit/Preliminary Dev. Plan Application #\_\_\_/General Plan Amendment/Variance/ Site Plan/Subdivision/ Ordinance] with regard to the above-referenced property.

This Agreement, any exhibits attached hereto, and any addendum, constitute the entire understanding and agreement of the Owner and the City/Town and shall supersede all prior agreements or understandings between the Owner and City/Town regarding the above-referenced property. This Agreement may not be modified or amended except by written agreement by the Owner and City/Town.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.

Within ten days after the execution of this Agreement, the City Clerk shall file the Agreement in the Official Records of the County Recorder's Office, \_\_\_\_\_ County, Arizona.

This Agreement runs with the land and is binding upon all present and future owners of the above-referenced property.

This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

The Owner warrants and represents that Owner is the owner of fee title to the above-referenced property, and that no other person has an ownership interest in the property [if more than one owner this will need to be modified]. The person who signs on behalf of Owner personally warrants and guarantees to the City/Town [he/she/they] have the legal power to bind Owner to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

[PROPERTY OWNER]

CITY/TOWN, an  
Arizona Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

State of Arizona                    )  
  ) ss  
County of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by

\_\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public