

AGREEMENT TO WAIVE ANY CLAIMS  
AGAINST THE CITY AS A RESULT OF  
HISTORIC LANDMARK SIGN DESIGNATION

This agreement ( "**Agreement**") is entered into between \_\_\_\_\_, as the owner of the property described herein ("**Owner**") and the City of Tucson ("**City**") to waive any and all claims for diminution of value that may be based upon action by the City in response to a request from the Owner. This Agreement is entered into in conformance with A.R.S. §12-1134(I).

The Owner is the holder of fee title to the property located at \_\_\_\_\_, Tucson, Arizona, (the "Property") which is more fully described in the Owner's application to the City in Case \_\_\_\_\_ and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted an application to the City requesting the City designate signage on the Property as historic under the Historic Landmark Signs (HLS) provisions of the City of Tucson Sign Code (Ordinance No.10903). The Owner seeks this action only for specific signage identified in the stated application. The Owner believes the reclassification of the signage on the Property will increase the value of the Property, and that this outweighs any rights or remedies that may be obtained under A.R.S. §12-1134 et. seq.

By signing this Agreement, the Owner waives any right or claim that may arise under A.R.S. §12-1134, including any claim for the reduction in the value of the Property as a result of the HLS designation of signage on the Property, in Case \_\_\_\_\_.

The Owner understands that: City staff, the Tucson-Pima County Historical Commission, the City of Tucson Planning & Development Services Director or the Mayor and Council may condition historic designation upon compliance with conditions that limit the potential future development of the Property. The Owner acknowledges that the HLS designation and any such conditions are a single, integrated approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw the HLS designation application prior to designation or to decline to implement the necessary requirements to effectuate the HLS designation if the Owner disagrees with any conditions that are proposed or approved. If the Owner does not withdraw the application, the Owner shall be deemed to have accepted all conditions adopted or otherwise imposed on the HLS designation. If the Owner withdraws the application or does not effectuate the HLS designation, this Agreement is null and void.

This Agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. The Owner has agreed to the form of this Agreement provided and approved by the City Attorney. The Owner has had the opportunity to consult with an attorney of the Owner's choice prior to entering this Agreement and enters it fully understanding that the Owner is waiving the rights and remedies as set forth herein.

Upon execution, this Agreement shall be recorded in the Office of the Pima County Recorder.

The Owner warrants and represents that the person or persons listed herein as the Owner is/are the owner in fee title of the Property. The Owner further agrees to indemnify and hold the City of Tucson, its officers, employees and agents harmless from any and all claims, causes of action, demands, losses, costs and expenses based upon an alleged reduction of value of the Property as a result of the City's action in Case \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner: \_\_\_\_\_  
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

Owner: \_\_\_\_\_  
(Name of Individual, Corporation, Partnership, or LLC, as applicable)

By: \_\_\_\_\_  
(Signature of Owner or Authorized Representative, if applicable)

By: \_\_\_\_\_  
(Signature of Owner or Authorized Representative, if applicable)

Its: \_\_\_\_\_  
(Title of Individual Signing in Representative Capacity)

Its: \_\_\_\_\_  
(Title of Individual Signing in Representative Capacity)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_ on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

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

My Commission expires:  
\_\_\_\_\_

City of Tucson, an Arizona municipal Corporation:

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

\_\_\_\_\_  
Printed or typed name

Title: \_\_\_\_\_

This form has been approved by the City Attorneys Office.