

**AGREEMENT TO WAIVE CLAIMS FOR DIMINUTION IN VALUE OF PROPERTY
PURSUANT TO A.R.S. § 12-1134, et seq.**

I/We, _____, ("Owner") am/are all of the owner(s) of real property ("Property") generally located at _____, consisting of approximately _____ acres, legally described on Exhibit A, which is attached to this Agreement.

The Property is subject to the land use laws of the City of Litchfield Park, Arizona (the "City"). For purposes of this Waiver, "land use law" shall be defined as set forth in A.R.S. § 12-1136.

Owner has requested that the City take/approve the land use action ("Requested Action") as set forth in Exhibit B, which is attached to this Agreement.

Owner hereby acknowledges that as the request is processed for approval, changes may be made to the details and requirements for approval of the request. Some of these changes may materially alter the request, so that the final approval may be substantially different than originally requested. Owner understands and agrees that execution of an additional waiver will be required for approval if the request is altered.

Owner acknowledges that the Requested Action may alter Owner's rights to use, divide, sell or possess the Property, and that, pursuant to A.R.S. § 12-1134, as the owner of property directly regulated by a land use law, Owner may be entitled to compensation from the City for diminution of value in the property if the action Owner has requested from the City reduces the fair market value of the above described property.

By signing this Agreement, Owner, together with its heirs, successors or assignees, hereby voluntarily waives any and all claims for diminution in value for the Property which may arise pursuant to A.R.S. § 12-1134 as a result of the City's actions, including, but not limited to, approvals, denials, stipulations or conditions of approvals with respect to the above-described Requested Action. Owner acknowledges that Owner is under no compulsion to enter into this Agreement and that this Waiver shall run with the Property and be binding upon subsequent landowners.

Owner hereby further understands that the City is acting in reliance upon Owner's representations in this Waiver.

Property Owner

Date: _____

By Its _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__, by _____.

Notary Public

My Commission Expires:
