

When recorded, return to:
Mary Myers, City Clerk
595 N. C Street, Eloy
Arizona 85131



**Waiver of Claims for Information and Diminution in Value of Property Under Proposition 207
Arizona Revised Statute (ARS) 12-1134 et.seq.**

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

The Owner is the holder of fee title to the property located at _____, Eloy, Arizona, (the "Property") which is more fully described in the Owner's application to the City in Case No. _____ and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted application(s) to the City requesting that the City take action on the Property in the following manner(s).

The Owner is the holder of fee title to the property located at _____, Eloy, Arizona, (the "Property") which is more fully described in the Owner's application to the City in Case No. _____ and incorporated herein. The Owner, or the authorized agent of the Owner, has submitted application(s) to the City requesting that the City take action on the Property in the following manner(s).

- | | |
|--|------------------------|
| ☐ Annexation/Equivalency Zoning Request | Application No.: _____ |
| ☐ Rezoning Application | Application No.: _____ |
| ☐ Preliminary Plat | Application No.: _____ |
| ☐ Other: | Application No.: _____ |

The City of Eloy Community Development Department may supply requested public information and records on the real property concerning any applicable zoning code, regulations, statutes, ordinances, Covenants, Conditions, and Restrictions or development entitlements with the City of Eloy. The

information is supplied as a courtesy to provide information on the city approvals process. This information supplied by city staff does not create a special relationship with or legal duty to the owner by the City of Eloy and is not an approval of a submittal or an approval by city staff. The City of Eloy has not provided in the discussions any factual advice, opinions or legal advice or reliance for this requested information and the requestor should solely rely on their own examination of city codes, entitlements, inspection and evaluation of the real property as to any factual or legal issue set forth in the information.

The Owner has requested the action(s) identified above because the Owner has plans for the Property that require the action(s) by the City identified above. The Owner believes that these actions of the Property will increase the value and development potential 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 enactment of the action(s) requested by the Owner in Case(s) No(s):_____.

The Owner understands that City staff may propose, the Zoning Administrator may recommend and the Mayor and Council may adopt conditions to the requested action that may limit the potential development of the Property. The Owner acknowledges that each action requested above is a single, integrated legislative approval. The Owner agrees and consents to all conditions that may be imposed. The Owner retains the right to withdraw the application prior to a vote by the Mayor and Council or to decline to implement the necessary requirements to effectuate the action 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 adopted conditions to the requested zoning. If the Owner withdraws the application or does not effectuate the adopted action, 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 may be recorded in the Office of the Pinal 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 Eloy, 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 No(s):_____.

Dated this _____ day of _____, 20____.

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

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

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 Eloy, an Arizona Municipal Corporation:

By: _____
Director, Community Development Department

Date: _____

This form has been prior approved by the Eloy City Attorney.

Exhibit A:
Legal Description of the Property