

AGREEMENT TO WAIVE ANY AND ALL CLAIMS AGAINST THE CITY  
FOR COMPENSATION AND DAMAGES ARISING OUT OF OR RELATED TO  
IMPROVEMENTS CONSTRUCTED IN FUTURE MAJOR STREETS AND  
ROUTES RIGHT-OF-WAY

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 compensation and damages arising out of or related to the loss or removal of pavement, parking, signage, landscaping, structures, buildings and any other improvements to real property ("**Improvements**") constructed or caused to be constructed by Owner in the future Major Streets and Routes right-of-way, as a result of City's approval of Major Streets and Routes Setback Relief, should the City subsequently acquire, by condemnation or otherwise title to or an interest in the improved property located in said right-of-way.

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 ("**Application**") requesting that the City allow relief from setback requirements set forth in the Major Streets and Routes Plan under a Major Streets & Routes Plan Right-of-Way Modification Request ("**MSMR**"). The Owner believes and has voluntarily decided that construction of Improvements in the future Major Streets and Routes right-of-way under a MSMR allows for a greater utility of the Property enhancing its value, even if only on a temporary basis, and such benefit outweighs the risk any or all Improvements are required to be removed in the future, along with resulting potential loss in value of the Property and Property remaining, should the City subsequently acquire, by condemnation or otherwise title to or an interest in the improved property located in said right-of-way.

By signing this Agreement, the Owner knowingly and voluntarily waives any and all rights or claims for compensation and damages related to or arising out of the removal of any and all Improvements constructed in the future Major Streets and Routes right-of-way under the MSMR granted in connection with the Application. This waiver includes claims not only for the Improvements removed, but claims for the loss in utility and resulting diminution in value, if any, of the Property remaining after an acquisition by the City of part or all of the Major Streets and Routes right-of-way on which the Improvements are constructed (collectively, "**Claims**").

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, release and hold the City of Tucson, its officers, employees and agents harmless from any and all Claims as set forth herein.

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)

By: \_\_\_\_\_  
(Signature of Owner)

Its: \_\_\_\_\_  
(Title of Individual Signing as Owner)

Its: \_\_\_\_\_  
(Title of Individual Signing as Owner)

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: \_\_\_\_\_  
Planning & Development Services Department

This form has been approved by the City Attorney.