

**TOWN OF TUSAYAN**  
**AGREEMENT TO WAIVE CLAIMS FOR DIMINUTION IN VALUE**  
**PURSUANT TO A.R.S. § 12-1134**

I/We, \_\_\_\_\_, (“Owner”) am/are the owner(s) of real property (“Property”) generally located at \_\_\_\_\_, consisting of approximately \_\_\_\_ acres, legally described on Exhibit A. The Property is subject to the land use laws of the Town of Tusayan, Arizona. For purposes of this Waiver, “land use law” shall be defined as set forth in A.R.S. § 12-1136.

I/We have requested that the Town take/approve the land use action (“Requested Action”) as set forth in this Agreement. (Attach the application, ordinance, regulation, or rule.)

I/We acknowledge 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. I/We understand and agree that the Town may require execution of an additional waiver in the event the request is materially altered.

I/We acknowledge that the Requested Action may alter my/our rights to use, divide, sell or possess our Property, but any such effect is with my/our knowledge and full agreement and the Town shall not be liable for any resulting diminution in fair market value of the Property.

I/We acknowledge that, pursuant to A.R.S. § 12-1134, as the owner of property directly regulated by a land use law, I/we may be entitled to compensation from the Town of Tusayan for diminution of value in the property if the action I/we have requested from the Town reduces the fair market value of the above-described property.

By signing this Agreement, I/we agree to waive 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 Town’s actions, including but not limited to approvals, denials, or conditions of approvals with respect to the above-described Requested Action.

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I/we further agree to defend, indemnify, and hold harmless the Town of Tusayan, its officers, employees, and agents from and against any and all such claims for diminution in value to the Property as defined in A.R.S. §12-1134 arising out of my application or request for the applicable land use action as described above.

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

\_\_\_\_\_  
Property Owner

By Its \_\_\_\_\_

STATE OF ARIZONA )

) ss.

County of Coconino )

SUBSCRIBED AND SWORN before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_.

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

My Commission Expires: