

WHEN RECORDED RETURN TO:  
ONE STOP SHOP/RECORDS  
( \_\_\_\_\_ )  
CITY OF SCOTTSDALE  
7447 East Indian School Road, Suite 100  
Scottsdale, AZ 85251

**PERMISSION FOR PRIVATE IMPROVEMENTS IN RIGHT-OF-WAY**

Date: \_\_\_\_\_, 20\_\_ PIR Permit No. \_\_\_\_\_

Project No. \_\_\_\_\_ Q.S. \_\_\_\_\_

Owner information:

Name of the person or entity who will own the improvement: \_\_\_\_\_

Name of person authorized to sign for owner \_\_\_\_\_ (Title \_\_\_\_\_)

Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Phone number: ( ) \_\_\_\_\_ - \_\_\_\_\_

After hours phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

1 No Construction. This document merely allows private improvements to remain in City of Scottsdale right-of-way. This document:

1.1 DOES NOT grant any permission to perform any construction work within City right-of-way. In order to do any construction work within the right-of-way now or in the future, you will need a PERMISSION TO WORK IN RIGHT-OF-WAY covering the specific work you want to do.

1.2 DOES NOT constitute a building permit or any type of waiver or permit for any building code, zoning or other requirement that may affect your project, and is not a substitute for any of these.

1.3 DOES NOT constitute City approval of your project except that the described improvements are allowed to be located within the right-of-way subject to other requirements of all laws and subject to the requirements of this document.

2 When This Document Is Required. Unless an exception in this paragraph applies, this document is required for any privately owned improvement in the right-of-way. An improvement is any sign, pipe, fence, wall, overhang, landscaping, valve, building or any other structure or thing placed in the City's right-of-way, except for normal sized residential mailboxes, grass, gravel and similar landscaping materials, and irrigation system components that have an outside diameter of two inches or less and are not located under any pavement or traveling portion of the right-of-way. This document is not required if:

2.1 You are installing an improvement on private land next to the right-of-way but no improvement of any type will be left in the right-of-way.

2.2 You are installing an improvement which is part of an official City project.

2.3 You are installing an improvement for a public utility company that has a franchise agreement with the City which specifically allows the improvement in question to be located in the right-of-way.

2.4 The owner of the improvement has a recorded easement which specifically allows the improvement in question and was recorded in the Maricopa County Recorder's office before the right-of-way was dedicated.

3 Improvement Authorized. The specific improvement which is authorized by this document to exist in the right-of-way is

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Plans for the improvement **ARE** \_\_\_ **ARE NOT** \_\_\_ attached as Exhibit "A". **(Check one.)**

4 Improvement Location. The location of the improvements within the right-of-way is on the \_\_\_\_\_ side of \_\_\_\_\_ approximately \_\_\_\_\_ feet \_\_\_\_\_ of

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5 Fees. The City's Permission is not effective until you have paid the fees required by Chapter 47 of the Scottsdale Revised Code. For example, you must pay a fee for the City to issue this document. In addition, you must pay an additional fee upon each annual anniversary of this document. The amounts of the fees are subject to change.

6 Timing. This permission is revocable by the City with or without cause upon thirty days notice mailed to the owner's mailing address given above, or upon shorter notice if safety or the public interest requires. Unless previously revoked, this permission expires on \_\_\_\_\_ 20\_\_\_. (Strike previous sentence if not applicable.) This document does not grant, create or convey to you any real property interest in City right-of-way. You must remove all private improvements from the right-of-way within ten days after any termination of this permission.

7 Encroachment Permit. This document together with any PERMISSION TO WORK IN RIGHT-OF-WAY issued in connection with this improvement are an "encroachment permit" under Chapter 47 of Scottsdale Revised Code. Your obligations under this document do not replace or diminish any other obligations you may have to the City.

8 Construction Work. This document does not grant any permission to perform any construction work within the right-of-way. You must obtain a PERMISSION TO WORK IN RIGHT-OF-WAY each time you do any construction work in the right-of-way. In order to do any construction work in the right-of-way now or in the future, you will need a PERMISSION TO WORK IN RIGHT-OF-WAY covering the work you want to do. For example, this applies to all work to install, repair, remove and otherwise work on your improvements in the right-of-way at any time and for any reason, both before and after the permission given by this document terminates.

9 Improvement Standards. All improvements must meet City standards and the standards of the Maricopa Association of Governments. You are responsible to register your improvements with Blue Stake (phone (602) 263-1100). You must keep the improvements in good, safe, attractive, first rate condition at all times.

10 Hazardous Materials. You must not produce, dispose, transport, treat, use or store any hazardous waste or materials or toxic substance upon or about the right-of-way or any substance subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., or any other federal, state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances"). You must not use the right-of-way in a manner inconsistent with regulations issued by the Arizona Department of Health Service, or in a manner that would require a permit or approval from the Arizona Department of Health Services or any other governmental agency. You must pay, indemnify, defend and hold the City and its employees, officials and other agents harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the right-of-way attributable in any way to any activity pursuant to this document, and must immediately notify City of any Toxic Substance at any time discovered or existing upon the right-of-way.

11 Taxes. You are responsible for any and all taxes imposed on you or the City relating in any way to this document or your use of the right-of-way.

12 Liability. You are responsible for safety and lawfulness of all work done by anyone involving the improvements placed in the right-of-way pursuant to this document. This includes but is not limited to all work done under a PERMISSION TO WORK IN RIGHT-OF-WAY relating to this document. The risk of any and all injury or other harm to people or property in any way arising out of the improvements, any work involving the improvements or any legal claims relating to this document rests entirely on you. You must pay, indemnify, defend and hold the City harmless from any such harm the City may suffer, and from any claim of liability against the City for such harm to yourself, the City or others and any harm to any property. Your responsibilities under the preceding sentence also apply to City employees, officials and other agents.

13 Warranties. Your submitting this application to the City constitutes your representation and warranty to the City that:

13.1 You have proper authority to sign this document for the owner.

13.2 You are the owner or bona-fide authorized agent for the owner of the real property described on Exhibit "B" attached to this document which is the real property served by the improvement permitted by this document. The property must include the entire development project served by the improvement permitted by this document. (For example, if the improvement is an irrigation line for a golf course, the property must include the entire golf course; if the improvement is a sign for a shopping center, the property must include the entire shopping center.)

Only the actual owner of the land or his bona-fide authorized agent may apply for this permission. Prior to the City signing this document, and prior to using right-of-way under this document, you must provide to the City a standard form of preliminary title report issued by a Maricopa County title insurance company. The title report must be issued by a title insurance company permitted by law to issue title insurance policies in the State of Arizona and mailed or hand delivered by the title insurance company itself directly to the City. The title report must be less than thirty days old. The legal description attached to the title report must be an exact photocopy of the legal description attached to this document. The title report must be attached to this document as Exhibit "C". The title report must name the applicant for this document as the owner of fee simple title to the property. The title report must name all of the following persons:

13.2.1 Mortgage, deed of trust and other lien holders.

13.2.2 Option or purchase contract holders.

13.2.3 Tenants and subtenants.

13.2.4 All other people who have a right now or in the future, conditional or absolute, to occupy or possess the property.

13.3 All of the people who have or claim any interest in the land (including the owners of all interests required to be mentioned in the title report) have signed and notarized a copy of the CONSENT form on the back of this document and all of those CONSENT forms are stapled to this document before it is presented to the City for the City to sign. You are responsible to see that all of these people are correctly identified and have signed a consent form, whether or not they are listed on the title report.

13.4 You will maintain all insurance required by applicable provisions of the Scottsdale Revised Code. The insurance policies must be issued by a reputable and financially healthy company authorized to conduct insurance business in the State of Arizona. You are required to maintain the insurance as long as this documents is in effect whether or not the City asks you to renew or obtain insurance. The City must be a named insured under the policies.

13.5 You are familiar with the requirements of this document, Scottsdale Revised Code Chapter 47, and other ordinances, laws and regulations that may affect your project.

13.6 All statements made in this document or in applying for it are true.

13.7 You agree on behalf of your contractors and subcontractors to comply with the requirements of this document.

14 Enforceability. All requirements and other provisions of this document (including but not limited to the indemnity provisions) are personal obligations of the applicant and are also restrictive covenants running with the land enforceable by the City against the applicant, applicant's real property, and all persons who have consented to this document and against all of their heirs, successors and assigns. Termination of the obligations shall be prospective only and shall not release any liability then existing. If you fail to live up to any promise or other part of this document, the City has the right to pay or do whatever the City deems reasonably necessary to solve the problem. The City will then bill you for all of the City's costs of doing so. Any assignment by you of this document or your rights under this document is void unless the assignment is part of the sale or lien of your real property which is benefited by the improvements permitted by this document.



Attachments:

Exhibit "A" showing plans for private improvements

Exhibit "B" Legal description for project

Exhibit "C" Title report

CONSENTS individually signed by banks, tenants and others

