



ENCROACHMENT AGREEMENTS

1. The encroachment agreement is between the property owner and Lake Havasu City and outlines each parties' allowances and responsibilities when the property owner is seeking to encroach into a City right-of-way or public utility easement and drainage easement.
2. Encroachment agreements are to be completed by the property owner, signed, notarized, and submitted to the Lake Havasu City Development Services Department/Building Division at 2330 McCulloch Blvd N, Lake Havasu City, AZ 86403.
Please use blue ink if possible.
3. The Lake Havasu City Development Services Department will route for City signatures and forward to Mohave County for recording.
4. Recording requirements:
 - Original documents, including original notarized signature
 - Corrections/strikethroughs must be initialed by all parties to the agreement
 - No white-out
5. Clarification of commonly misinterpreted fields:
 - Permit #: Permit number issued by the Lake Havasu City Building Division
 - Legal description of "Landowner's Property": Either Tract-Block-Lot or APN (Assessor's Parcel Number)

Questions:

Lake Havasu City Development Services Department
Building Division

928.453.4148

builderinfo@lhcaz.gov

5. This Agreement is not transferable to other property, but is freely transferable with the title to the Landowner's Property. The license and conditions stated in this Agreement are binding on the successors in title or interest of the Landowner.
6. No permanent right, title, or interest of any kind shall vest in the Landowner in the right-of-way by virtue of this Agreement. The property interest created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use permitted is entirely permissive in nature.
7. Landowner and its successors shall maintain the Encroachment in a good state of repair at all times. Upon notice from the City, Landowner and its successors, will make any requested repairs to, remove, or relocate the Encroachment at the Landowner's expense and shall be done in a timely manner, as determined by the City, and must meet the requirements of the City.
8. This Agreement does not constitute a waiver of the City's regulatory authority and the Landowner Property remains subject to all applicable laws, rules, codes, and regulations. This Agreement does not operate to vest any interest or right whatsoever.
9. This Agreement imposes no liability of any kind whatsoever on the City, and to the fullest extent permitted by law, Landowner and its successors, agree to indemnify, defend, save, and hold harmless Lake Havasu City, its departments, boards, commissions, officers, officials, agents, volunteers, and employees ("Indemnitee") for, from, and against any and all claims, actions, liabilities, damages, costs, losses, or expenses (including, but not limited to, court costs; attorneys' fees; and costs of claim processing, investigation, and litigation) to which any Indemnitee may become subject, under any theory of liability ("Claims") to the extent that Claims arise out of or are a result of the construction, operation, and maintenance of the Encroachment. Landowner agrees to be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable.
10. This Agreement will remain in effect until revoked by City. Revocation shall be effected by the City recording a notice with the Mohave County Recorder and providing notice to the Landowner Property. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
11. This Agreement shall be recorded among the land records of Mohave County, Arizona. It constitutes a restrictive covenant running with the Landowner Property and is binding on the Landowner and its administrators, executors, assigns, heirs, and any other successors in interests.
12. This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Arizona.
13. Landowner acknowledges that it had opportunity to seek and consult with independent legal counsel prior to executing this Agreement.
14. Landowner agrees that it shall be liable for reasonable attorney's fees incurred by City, if City is required to take any action, through litigation or otherwise, to enforce this Agreement.

Lake Havasu City, Arizona

By: _____
City Manager

Approved as to Form

By: _____
City Attorney

Landowner

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
)ss.
County of _____)

This Agreement was acknowledged before me this _____ day of _____,
20__, by _____.

Notary Public