

When recorded return to:
Lake Havasu City
Attn: City Clerk
2330 McCulloch Blvd. N
Lake Havasu City, AZ 86403

AGREEMENT TO REVERT PROPERTY

This Agreement to Revert Property (“Agreement”), is entered into on _____, 2024, by and between Lake Havasu City, an Arizona municipal corporation (“City”), and _____ (“Purchaser”), collectively referred to as the “Parties.”

RECITALS

- A. On January 25, 2024, City completed an auction for the sale of a 10.29 acre lot located at 2801 Highway 95 N., Lake Havasu City, Arizona (APN 106-28-050A, Tract 2277, Block 2, Lot 19 and abandoned cul-de-sacs for Deepwater Drive and Cactus Wren Lane) (“Property”).
- B. Purchaser was the successful bidder.
- C. As noticed as part of the auction process, the successful bidder must enter into an agreement with the City prior to the approval of the sale promising to develop the Property within certain timelines and failure to do so will result in the reversion of the Property to the City.

In consideration of the above recitals, the terms and covenants of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Purchaser agrees, for it and its successor and assigns, to obtain a building permit for a structure of primary use of the Property within thirty-six (36) months and obtain a Certificate of Occupancy for the structure within seventy-two (72) months of the winning bid date. If Purchaser fails to satisfy the above, the Property shall automatically revert to the City upon the City refunding to the Purchaser the original bid purchase price or the appraised value of the property less the appraisal fee at the time of this condition default, whichever is less. This obligation shall survive closing of the sale of Property.

2. Purchaser will not place any additional liens or encumbrances on the Property except as consented to by the City. In that regard, City agrees not to unreasonably withhold its consent to any construction loan financed with a commercial bank or similar lender intended to fund the construction and development of the improvements. In such event, City will enter into a subordination agreement in form and satisfaction to such lender so long as it does not affect the City's right to revision.
3. This Agreement shall be binding upon the Parties and shall be binding upon and insure to the benefit of their successor and assigns.
4. In accordance with A.R.S. § 38-511, City may cancel this Agreement.
5. This Agreement shall be governed and interpreted in accordance with the law of the State of Arizona. Venue for any disputes will be Mohave County, Arizona.
6. This Agreement may only be modified or amended by a written agreement signed by authorized representatives of the Parties.

LAKE HAVASU CITY, ARIZONA

By: _____
 City Manager

Approved as to Form

By: _____
 City Attorney

STATE OF ARIZONA)
)ss.
 County of _____)

This Agreement was acknowledged before me this _____ day of _____, 2024, by _____.

 Notary Public

PURCHASER

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
)ss.
County of _____)

This Agreement was acknowledged before me this _____ day of _____,
2024, by _____.

Notary Public