

When recorded, mail to:

Lake Havasu City
City Clerk
2330 McCulloch Boulevard N.
Lake Havasu City, AZ 86406

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this "Agreement") is made and entered into as of _____, 2025, by and between Lake Havasu City, an Arizona municipal corporation ("Grantee"), and Residences, LLC, an Arizona limited liability company ("Grantor").

RECITALS

A. Grantor is the owner of certain real property more particularly described on **Exhibit "A"** attached hereto (the "Grantor Property").

B. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, a non-exclusive easement on, over and across portions of the Grantor Property for vehicular and pedestrian ingress and egress, all as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.** Grantor hereby grants to Grantee, for the benefit and use of Grantee and its tenants, agents, servants, employees, contractors, visitors, invitees, successors and assigns (collectively, "Permittees"), a non-exclusive easement (the "Access Easement") for the purpose of pedestrian ingress and egress on, over, and across that portion of the Grantor Property comprising a segment of variable width of the Grantor Property located immediately adjacent to the Lake Havasu Bridgewater Channel seawall in its current or future configurations, as more particularly depicted on **Exhibit "B"** as Lot 1 attached hereto (the "Access Easement Area"), and for the additional purpose of providing Grantee and its agents, servants, employees, contractors, successors and assigns vehicular ingress and egress solely for emergency and maintenance access as more particularly set forth herein, but expressly excluding vehicular ingress and egress by all other Permittees. The Access Easement does not include parking rights and the Access Easement Area shall not be used for parking.

This Access Easement is subject to all existing rights and encumbrances, including easements, leases and licenses to which the Access Easement Area is subject. Grantor expressly reserves the right to (i) construct and locate, either temporarily or permanently, any improvements

within the Access Easement Area, including without limitation, boat rental kiosks and any other retail kiosks, so long as such improvements are in compliance with applicable zoning approvals and do not prevent or unreasonably and materially disrupt the allowed access within the Access Easement Area; and (ii) relocate the Access Easement Area in the event the Lake Havasu Bridgewater Channel seawall is reconfigured in the future.

2. Construction, Maintenance and Operation of Improvements.

(a) The Grantee shall have the ability to maintain and improve the Access Easement Area as necessary to preserve the condition, functionality, and appearance of the area.

(b) Grantor shall be responsible for the day-to-day maintenance of the Access Easement Area to keep it safe and attractive, including removing all obstacles and debris from the Access Easement Area.

(c) If either party fails to fulfill its maintenance or improvement obligations under this Agreement, the other party shall provide notice of the failure and the parties agree to work together to resolve the matter.

3. Mutual Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any breach by the Indemnifying Party of its representations, warranties, or obligations under this Agreement; (b) any act or omission of the Indemnifying Party in the performance of its obligations under this Agreement; (c) any negligence or more culpable act or omission of the Indemnifying Party (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; (d) any bodily injury, death of any person, or damage to real or personal property resulting from the acts or omissions of the Indemnifying Party; or (e) any failure by any Indemnifying Party to comply with any applicable laws and regulations. The indemnification rights of the Indemnified Parties under this clause are in addition to any other rights they may have under this Agreement or any applicable laws.

4. Mechanic's Liens. In the event any mechanic's lien is filed against the Grantor Property as a result of the activities or services performed or materials furnished by or for the benefit of Grantee, then Grantee shall cause such lien to be discharged within thirty (30) business days after receiving notice thereof either by paying the indebtedness which gave rise to such lien, or by posting bond or other security as shall be required by law to obtain such release and discharge.

5. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. All prior and contemporaneous agreements, representations, and understandings, whether oral or written, regarding the subject matter of this Agreement are superseded by this Agreement.

6. Attorney Fees. In the event of any controversy, claim, or dispute relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees and costs incurred by the prevailing party.

7. **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be gift or dedication of any portion of the Easement Area, and this Agreement shall be strictly limited to and for the purposes expressed herein.

9. **Conflict of Interest.** Pursuant to Arizona law, rules and regulations, no member, official or employee of Grantee shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. § 38-511.

10. **Amendment.** This Agreement may be amended, modified, terminated or cancelled, in whole or in part, only by a written instrument signed by Grantee and Grantor and recorded in the records of the County Recorder of Mohave County, Arizona.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

12. **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of Grantor and its successors and assigns and every person or entity who becomes an owner of all or any portion of the Access Easement Area. The grantee of real property benefited or burdened by this Agreement shall, by acceptance of a deed conveying title thereto, accept such deed upon and subject to the easements or covenants contained in this Agreement. By such acceptance, each such grantee shall for itself and its successors and assigns, covenant, consent and agree with all other parties hereto, to keep, observe, comply with and to fully and timely perform the obligations and agreements set forth in this Agreement.

13. **Captions.** The headings or captions in this Agreement are for convenience and reference only and do not control or affect the meaning or construction of any of the provisions hereof.

14. **Enforcement.** In the event of any breach of this Agreement, any non-breaching party may exercise any right or remedy available to such party at law or in equity. The waiver of, or failure to enforce, any breach or violation of any of the covenants, easements or conditions contained in this Agreement shall not be deemed to be a waiver of the right to enforce, or to be deemed an abandonment of any particular covenant, easement or condition, nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such covenant, easement or condition, regardless of whether any person affected thereby had knowledge of the breach or violation.

15. **Time of the Essence.** Time is of the essence with respect to the performance of each provision of and obligation under this Agreement.

16. **Injunctive Relief.** In the event of any violation or threatened violation of this

Agreement, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

GRANTOR:

RESIDENCES, LLC

Printed Name and Title

LLC or Trust Name (if applicable)

STATE OF)
) ss
COUNTY OF)

This instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

Notary Public

[Notary Seal]

My Commission Expires

ACCEPTANCE OF GRANTEE:

LAKE HAVASU CITY

By: _____, Vice Mayor

ATTEST:

Kelly Williams, City Clerk

APPROVED AS TO FORM:

Kelly Garry, City Attorney

EXHIBIT A
“Grantor Property”
[attached]

EXHIBIT "A"
ACCESS EASEMENT
ON

LOT 1 AS SHOWN ON PARCEL PLAT RECORDED AT FEE No. 2008026689, O.R.M.C.,
BEING A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 13 NORTH, RANGE
20 WEST, GILA & SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA.

A PORTION OF LOT 1 AS SHOWN ON PARCEL PLAT RECORDED ON APRIL 16, 2008
AT FEE No. 2008026689 IN BOOK 31, ON PAGE 77 OF PARCEL PLATS, O.R.M.C.,
BEING A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 13 NORTH,
RANGE 20 WEST, GILA & SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY COMMON PROPERTY CORNER OF SAID LOT
1 AND LOT 2 AS SHOWN ON PARCEL PLAT RECORDED AT FEE No. 2008026689;
SAID PROPERTY CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE, N. 41°48'41" W., A DISTANCE OF 23.30 FEET;
THENCE, N. 15°25'00" W., A DISTANCE OF 171.04 FEET;
THENCE, N. 41°42'54" W., A DISTANCE OF 96.27 FEET;
THENCE, N. 48°11'19" E., A DISTANCE OF 10.00 FEET;
THENCE, S. 41°42'54" E., A DISTANCE OF 98.62 FEET;
THENCE, S. 15°52'30" E., A DISTANCE OF 139.54 FEET;
THENCE, S. 17°16'20" E., A DISTANCE OF 37.94 FEET;
THENCE, S. 36°55'52" E., A DISTANCE OF 14.21 FEET;
THENCE, S. 48°12'10" W., A DISTANCE OF 8.03 FEET TO THE TRUE POINT OF
BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS APPROXIMATELY 3,020 S.F.



EXHIBIT B

"Access Easement Area"

Lot 1

[attached]

EXHIBIT "B"

LOT 1 AS SHOWN ON PARCEL PLAT RECORDED AT FEE No. 2008026689, O.R.M.C.,
BEING A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 13 NORTH,
RANGE 20 WEST, GILA & SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA.

McCULLOCH BOULEVARD

DETAIL "A"

N.T.S.

T.P.O.B.

ACCESS EASEMENT
WIDTH VARIES FROM PL TO BACK
OF WALK CONTROL JOINT

NORTHEASTERLY ACCESS
EASEMENT BOUNDARY FOLLOWS
BACK OF WALK/WALL FROM HERE
THROUGH LOT 2
(WIDTH OF EASEMENT VARIES)

SEE DETAIL "A"

LOT 1
PER PP 31/77
LANDOWNER:
RESIDENCES, LLC.

LOT 2
PER PP 31/77
LANDOWNER:
LONDON BRIDGE RESORT, LLC.

ACCESS EASEMENT
(WIDTH VARIES TO BACK
OF WALK/WALL)

SCALE: 1"=120'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	179.19	45.00	229° 08' 53"
C2	241.30	385.00	035° 54' 35"
C3	99.47	100.00	056° 59' 36"
C4	92.58	135.00	039° 17' 27"

LINE TABLE		
LINE #	LENGTH	BEARING
L14	98.62	N41° 42' 54"W
L15	139.54	N15° 52' 30"W
L16	14.21	N36° 55' 52"W
L17	91.48	N72° 26' 48"W
L18	60.07	N19° 42' 42"W
L19	89.92	N43° 56' 43"E
L20	149.12	N15° 21' 31"W
L21	16.47	N08° 39' 53"W
L22	8.03	N48° 12' 10"E
L23	19.99	N36° 55' 52"W
L24	26.89	N41° 48' 41"W
L25	37.94	N17° 16' 19"W

LINE TABLE		
LINE #	LENGTH	BEARING
L1	35.00	N48° 14' 27"E
L2	167.87	N48° 12' 10"E
L3	96.27	N41° 42' 54"W
L4	171.04	N15° 25' 00"W
L5	23.30	N41° 48' 41"W
L6	85.93	N75° 22' 51"W
L7	52.67	N15° 25' 03"W
L8	89.99	N44° 35' 00"E
L9	155.66	N15° 25' 00"W
L10	205.84	N48° 12' 10"E
L11	13.15	N41° 35' 00"E
L12	30.52	N89° 39' 24"W
L13	10.00	N48° 11' 19"E