



**HOLD HARMLESS AND MAINTENANCE AGREEMENT**  
**DRIVEWAY PAVERS IN CITY RIGHT-OF-WAY**

The driveway paver stones (pavers) herein described:

Are being placed in the LAKE HAVASU CITY Right-of-Way at the following location:

ADDRESS: \_\_\_\_\_ APPLICATION NO \_\_\_\_\_

In the event it is determined that the pavers need to be leveled, replaced, reset and/or removed for any reason whatsoever, it shall be at the property owner's expense, and such work shall be done by the property owner in a timely manner as determined by LAKE HAVASU CITY. All maintenance to the pavers including but not limited to re-bordering, cleaning, re-sanding, replacing, resetting, washing, etc. shall also be the responsibility of the property owner, at the sole expense of the property owner, and the work shall be done by the property owner in a timely manner as determined by LAKE HAVASU CITY. LAKE HAVASU CITY shall not have any responsibility whatsoever for any maintenance or other work on said pavers. If the property owner refuses to perform any such maintenance or repair in a time prescribed by LAKE HAVASU CITY, the property owner shall be responsible for the removal of the pavers and the placement of concrete meeting the requirements of the LAKE HAVASU CITY ENGINEERING DIVISION. Notwithstanding the above, the property owner shall have sole responsibility of monitoring and maintaining the pavers in an acceptable condition.

In the event that LAKE HAVASU CITY determines that work of any kind must be done to, under, over or near the pavers in this portion of the Right-of-Way, or for any reason determines that the pavers must be removed, the pavers described herein may be physically removed without any advance notice, and LAKE HAVASU CITY shall have no obligation to replace, repair or salvage the pavers. Should the pavers be removed, the property owner may be granted the opportunity to replace the pavers in the same location in a timely manner as determined by LAKE HAVASU CITY at the sole expense of the property owner, or the person or company working in the area may replace the pavers with standard, non-colored, non-textured concrete meeting the requirements of the LAKE HAVASU CITY ENGINEERING DIVISION for residential or commercial driveways.

Although the property owner shall be permitted to install pavers for driveways in the Right-of-Way up to the edge of the roadway for un-widened streets, the property owner shall be responsible for the removal of the pavers and the placement of concrete meeting the requirements of the LAKE HAVASU CITY ENGINEERING DIVISION if LAKE HAVASU CITY installs sidewalks at a future date.

**HOLD HARMLESS**

The PROPERTY OWNER, \_\_\_\_\_ in consideration of being permitted to place pavers in the Right-of-Way, shall indemnify and save harmless the CITY from and against all losses,

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claims, demands, payments, suits, actions, attorney's fees, defense costs, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the OWNER, his agent or employees in any way pertaining to any negligence or carelessness in guarding the above described pavers in the CITY Right-of-Way.

The OWNER shall further indemnify from and against all losses, claims, demands, payments, suits, actions, attorney's fees, defense costs, recoveries and judgments of every nature and description brought or recoverable against it or them as a result of any loss or injury to property or person occasioned by neglect or accident relating to the location of the pavers or by reason of neglect or violation of any State, Federal or Municipal law, regulation or order in relation to the location of the pavers.

This indemnification shall remain in effect so long as the described encroachment exists or 99 years, whichever first occurs.

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF ARIZONA    )  
                                  )  
                                  )        ss  
COUNTY OF MOHAVE )

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

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

My Commission Expires: