



# CITY OF KINGMAN

## ENGINEERING DEPARTMENT

MUNICIPAL UTILITY COMMISSION  
UTILITY SERVICE APPLICATION FOR REVIEW

310 N. 4<sup>th</sup> Street Kingman, AZ 86401 Phone: (928) 753-8122 Fax: (928) 753-8118

Date: \_\_\_\_\_

### Applicant Information:

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_

### Agent Information (if applicable):

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_

### Application For:

- Water Service to Unsubdivided Parcel (\$320 application fee)
- Water Service to Subdivision (\$480 application fee)
- Exception to the rules (\$480 application fee)
- Other (\$240 application fee, please explain or attach additional sheets as needed)

### Site/Project Information:

Mohave County Tax Parcel Number: \_\_\_\_\_  
Property Address : \_\_\_\_\_  
Proposed Facility or Use for Water Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant Signature: \_\_\_\_\_

#### CITY OF KINGMAN ENGINEERING DEPARTMENT USE ONLY

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Date Admin Complete: \_\_\_\_\_  
COK Project Number: \_\_\_\_\_ Fee Paid: \_\_\_\_\_  
Check Number: \_\_\_\_\_ Charge Card Type: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

**AGREEMENT FOR THE WAIVER OF CLAIMS FOR DIMINUTION IN VALUE OF  
PROPERTY UNDER A.R.S. §12-1134**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_  
(Owner) and the CITY OF KINGMAN, an Arizona Municipal Corporation, (City).

RECITALS

- A. The Owner owns certain real property located within the City or is within the City's service area. This real property is depicted and legally described in the attached Exhibit A, incorporated into this agreement by this reference; and
- B. The Owner has requested that the City enact a certain land use change directly applicable to the Owner's property and agrees that this change will increase the value and use of the land; and
- C. The Owner is aware that, as a condition of receiving approvals under the City's land use laws, the City may impose various requirements, conditions, and stipulations upon the property that will govern development of the property; and
- D. The Owner agrees and consents to all the conditions imposed by the City regarding the land use action in:
  - a. \_\_\_\_\_ Rezoning/Zoning Change
  - b. \_\_\_\_\_ Use Permit
  - c. \_\_\_\_\_ General Plan Amendment
  - d. \_\_\_\_\_ Variance
  - e. \_\_\_\_\_ Site Plan
  - f. \_\_\_\_\_ Subdivision
  - g. \_\_\_\_\_ Ordinance
  - h. \_\_\_\_\_ Development Agreement
  - i. \_\_\_\_\_ Water/Wastewater Service
  - j. \_\_\_\_\_ other \_\_\_\_\_(please specify)
- E. By signing this agreement, the Owner acknowledges that Owner waives any right to claim diminution in value or claim for just compensation for diminution in value under A.R.S. §12-1134 related to the land use action as a result of the City's approval of the action in regards to the above referenced property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under A.R.S. §12-1134 as it exists or may be enacted in the future or that may be amended from time to time with regard to the subject property.
- F. This agreement in no way acquiesces to or obligates the City to perform any legislative or administrative act.
- G. This agreement, any exhibits attached hereto, and any addendum, constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and the City regarding the above referenced property in accordance with A.R.S. §12-1134. This agreement may not be modified or amended except by written agreement by the Owner and the City.
- H. This agreement is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona.
- I. If any legal action is brought by either party to enforce any provisions of this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

- J. Within ten (10) days after the execution of this agreement, the City Clerk shall file the agreement in the Official Records of the Recorder's Office, Mohave County, Arizona.
- K. This agreement runs with the land and is binding upon all present and future owners of the above referenced property.
- L. This agreement is subject to the cancellation provisions of A.R.S. §38-511
- M. The Owner warrants and represents that Owner holds fee title to the above referenced property, and that no other person has ownership interest in the property; and agrees to hold harmless and indemnify the City in any action regarding ownership. Owner is responsible to notify the City if change in ownership of the above listed property takes place prior to approval of the land use action. Any and all Owners must sign this agreement. Additional Owner signatures must be notarized and attached to this agreement.\
- N. Any Agent that signs on behalf of the Owner personally warrants and guarantees to the City that they have the full legal power to bind Owner to this agreement. Furthermore, Agent agrees to indemnify and hold harmless the City in any action regarding ownership of the above listed property. Agent is responsible to notify the City if any change in ownership of the above listed property takes place prior to the full approval of the requested action

**CITY OF KINGMAN  
A MUNICIPAL CORPORATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**I, the undersigned, hereby agree to the terms and acknowledge this document and sign below.**

**PROPERTY OWNER/AGENT**

By: \_\_\_\_\_

Print Name \_\_\_\_\_

State of Arizona     )  
                                  ) ss.  
County of Mohave    )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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