



CITY OF
HERMOSA BEACH

Community Development
Building & Safety Division

Phone: 310-318-0235

Hours: Mon. – Thur. 7am-6pm

CommunityDevelopment@hermosabeach.gov

COMMON PROPERTY LINE WALL/FENCE AGREEMENT

STAFF USE ONLY

Plan Check/Permit #

COMMON PROPERTY LINE WALL/FENCE AGREEMENT

This Common Property Line Wall/Fence Agreement (herein referred to as the "Agreement"), signed by the Applicant (property owner responsible for obtaining a Building Permit) and affected property owner(s) (herein referred to collectively as the "Parties"), gives permission to and with said Applicant to construct a wall/fence, without restriction, and share the responsibility of maintenance of the common property wall/fence, which includes but is not limited to structural maintenance, repair, and rebuilding.

The Parties agree for themselves and for their respective assigns and successors in interest, that the wall/fence being constructed between our respective properties, as indicated on the attached Fence or Curb Cut Diagram or plot plan/drawing, is being constructed on or near the property line dividing our properties, or where it is believed to be located, since no official survey has been made by a Licensed Professional Surveyor or Civil Engineer. To permit the construction of a common property line wall/fence without a valid survey issued by a Licensed Professional Surveyor or Civil Engineer, the City of Hermosa Beach requires the consent of all affected property owner(s).

The Parties agree that all construction work shall be done in accordance with the Hermosa Beach Municipal Code, all other applicable Code provisions and shall be consistent with the approved plans on which a Building Permit will be or has been issued by the City.

The Parties authorize each other necessary and reasonable access to the wall/fence on each other's property for construction and maintenance purposes; and will, in the future, grant the other signatories to this Agreement, or their respective assigns or successors in interest, access to my/our property(ies) if required to maintain the proposed wall/fence and land beneath the wall/fence along our common property line(s). **The Parties understand that by signing this Agreement a wall/fence may be placed on or near my/our property line(s) without a formal property line survey prepared by a Licensed Professional Surveyor or Civil Engineer.** Further, this Agreement does not constitute a Line Certification and placement of a common wall/fence is not implied as a legal property line. **Any questions regarding property line(s) and their location(s) should be addressed by a Licensed Professional Surveyor or Civil Engineer.**

By signing this Agreement, the Parties, for themselves and for their respective successors in interest, agree to hold the City of Hermosa Beach and its elected officials and appointed officials, agents, and employees harmless from liability for damage or claims for personal injuries, including death, and claims for property damage or loss which may arise from the direct or indirect construction, use, placement or maintenance of the common property line wall/fence **which is the subject of this Agreement or the Building Permit issued and associated with this Agreement. The Parties to this Agreement agree to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by or alleged to have been caused by reason of the issuance of the Building Permit described herein, the construction, placement or maintenance of the subject wall/fence, or any dispute amongst or between any of the Parties as to the placement of the subject wall/fence or the location of the true property line separating the properties. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, because of the construction, maintenance or location of the common property line wall/fence that is the subject of this Agreement.**

This Common Property Line Wall/Fence Agreement is entered into to construct a wall/fence on or over what is believed to be the common property line(s) of the properties located and described below and shall run with all of the below described land and shall be binding upon ourselves, and future owners, encumbrances, their successors, heirs or assignees and shall continue in effect until released by mutual agreement of the common property owners of said wall/fence that this Agreement is no longer required.

PROPERTY OWNER 1	
Full Name	Phone #:
Email:	
Address:	Parcel #:
<i>I the undersigned declare, under penalty of perjury under the laws of the State of California, that I am the owner of the property; that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct. I agree to construct a wall/fence on or over what is believed to be the common property line(s) of the properties.</i>	
Signature	Date

PROPERTY OWNER 2	
Full Name	Phone #:
Email:	
Address:	Parcel #:
<i>I the undersigned declare, under penalty of perjury under the laws of the State of California, that I am the owner of the property; that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct. I agree to construct a wall/fence on or over what is believed to be the common property line(s) of the properties.</i>	
Signature	Date

PROPERTY OWNER 3	
Full Name	Phone #:
Email:	
Address:	Parcel #:
<i>I the undersigned declare, under penalty of perjury under the laws of the State of California, that I am the owner of the property; that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct. I agree to construct a wall/fence on or over what is believed to be the common property line(s) of the properties.</i>	
Signature	Date

PROPERTY OWNER 4	
Full Name	Phone #:
Email:	
Address:	Parcel #:
<i>I the undersigned declare, under penalty of perjury under the laws of the State of California, that I am the owner of the property; that the information on all plans, drawings, and sketches attached hereto and all the statements and answers contained herein are, in all respects, true and correct. I agree to construct a wall/fence on or over what is believed to be the common property line(s) of the properties.</i>	
Signature	Date

PLEASE USE SUPPLEMENTARY SHEETS IF REQUIRED FOR ADDITIONAL PROPERTY OWNERS

APPLICANT AFFADAVIT

I, the undersigned, hereby state that the information set forth in this Agreement is true and correct. I further understand that the Building Official has the authority to suspend or revoke the related permit should the permit be issued in error or because of incorrect, inaccurate, or incomplete information supplied, or in violation of any provision of Hermosa Beach Municipal Code or other ordinances of the City of laws and statutes of the State.

Applicant Signature

Date

Notary acknowledgements for **each** signature must be attached to this document.
IMPORTANT – PLEASE MAINTAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

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WITNESS my hand and official seal.

Signature _____ (Seal)