



PROCEDURE FOR RESIDENTIAL ENCROACHMENT PERMITS

1. Provide one copy (marked "copy") of the Deed for the property adjacent to the City property. Names on Deed must match names on encroachment application.
2. Complete the Encroachment Agreement Application.
3. Obtain notarization and submit with Encroachment Agreement Application.
4. A non-refundable processing fee as per the latest fee schedule, payable to the City of Hermosa Beach is required. An additional 2.7% is due if paid with credit card.
5. Provide two full size Arch D (24" x 36") drawing and two Letter size (8.5" x 11") drawings (**with a ½" margin on all sides of the drawing and marked as Exhibit A**) of the site plan and the landscaped plan.
 - The two plans may be drawn together as one plan as long as all information is clearly shown.
 - The plans shall be drawn to scale and show all information clearly.
 - The site plan shall show all dimensions including, width and length. Fence height in the encroachment area shall not exceed 42" height limit.
 - The site plan shall show all landscape materials such as concrete or brick and all landscape areas.
 - Identifying photographs may be provided if the applicant wishes.
 - The landscaping plan shall show the area calculations for the landscaped areas and that the percentage of area landscaped is greater than 1/3 of the total encroachment area.
 - The landscaping plan shall show landscape materials by their common names.
 - Automated irrigation shall be provided for the landscaped areas.
 - Liability insurance must be tendered with all documents associated with the encroachment.
 - Right-of-Way construction permit must be obtained and fees must be paid by the developer for the encroachment area improvements.

CITY OF HERMOSA BEACH
RESIDENTIAL ENCROACHMENT PERMIT
Municipal Code Requirements

Permitted encroachments shall comply with the following requirements and conditions:

A. General (Applicable to All Encroachments).

1. All construction shall conform to the requirements of the Uniform Building Code, the Municipal Code, and the Department of Public Works Standards and Policies.
2. Landscaping encroachments within the public right-of-way shall not exceed the building height limitation of the zone in which it is planted.
3. In the case of an encroachment occupying the public right-of-way enclosed by the extension of the two side property lines between the front property line and the existing or future sidewalk, a minimum of one-third of the encroachment area shall be landscaped in accordance with a landscape plan to be approved by the public works department in conjunction with the encroachment permit application.
4. Height of any encroachment shall be measured from the natural grade unless otherwise specifically approved by the director of public works by virtue of unusual topography or other extraordinary physical circumstances.
5. Encroachments shall not obstruct access to underground utilities nor significantly impair scenic vistas from neighboring properties.
6. Public right-of-way, through receipt of an encroachment permit, shall not satisfy required open space or any conditions of building or zoning that are normally provided on-site, except for providing required residential guest parking, pursuant to Sections 17.44.090(C) and 17.44.110(B) of the Zoning Ordinance, and for providing required parking approved by a parking plan granted pursuant to Section 17.44.210 of the Zoning Ordinance.
7. An encroachment shall not provide structural support for any structure located on private property.

B. Pedestrian walk street (applicable only to those streets):

1. Fences shall not exceed a maximum height of forty-two (42) inches.
2. Fences are allowed at a height of forty-two (42) inches maximum on top of retaining walls of masonry, block, brick or concrete. The fence height is measured from the natural grade. A retaining wall on public right-of-way shall not support any structure on private property.

3. Decks may be permitted to a maximum height of twelve (12) inches height above the existing natural grade and if they do not project into the public right-of-way more than half the distance between the property line and edge of existing or future sidewalk. Deck railings are permitted provided that they are of open construction and that deck and railing do not exceed a maximum height of forty-two (42) inches.

C. Vehicular Street (Applicable Only to Those Streets).

1. Fences shall not exceed a maximum height of forty-two (42) inches.

2. Encroachments shall not be placed over an existing or planned sidewalk.

3. Encroachment permits for new curb cuts for ingress/egress on Pier Avenue between Valley Drive and Hermosa Avenue shall not be granted. (Ord. 12-1333 §2, 2012; Ord. 09-1300 §6, 2009; Ord. 96-1161 § 6, 1996; Ord. 95-1144 §1, 1995; Ord. 93-1084 §1, 1993; prior code § 29-38)

RECORDING REQUESTED BY

CITY OF HERMOSA BEACH

WHEN RECORDED, MAIL TO:

Name	City of Hermosa Beach City Clerk's Office
Mailing Address	1315 Valley Drive
City, State, Zip Code	Hermosa Beach, CA 90254

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF HERMOSA BEACH

ENCROACHMENT PERMIT AND COVENANT

RECITALS

A. Property owner _____ is the owner in fee title of property located in the City of Hermosa Beach legally described as Lot(s) ____, Block __ of Tract _____, or Assessor's parcel: Book ____, Page ____, Parcel ____, more commonly known as _____, Hermosa Beach, California (hereinafter "the property").

B. In connection with its use of the property as _____, property owner desires to construct/erect/place _____ (hereinafter the "encroachment") on/above/under the following described City-owned property:

C. Property owner's proposed encroachment is specifically described as set forth in Exhibit A attached hereto and incorporated herein by this reference.

D. As an accommodation to property owner, City is willing to allow the encroachment as proposed, and property owner desires to protect the City from potential liability arising from any claim or liability associated with the encroachment.

PERMIT

1. Encroachment permit. A revocable encroachment permit is hereby granted to property owner on the right-of-way described in the recitals hereinabove as described in the drawing attached hereto as Exhibit A in accordance with the provisions of Chapter 12.16 of the Hermosa Beach Municipal Code and the provisions of this permit.

2. Term. This permit shall take effect on the date set forth hereinabove and shall remain in effect until and unless revoked by City pursuant to Paragraph 3 herein or voluntarily relinquished or abandoned by property owner.

3. Termination. This permit is in the nature of a revocable license and may be revoked by City at any time, with or without cause, in City's sole discretion, upon giving property owner thirty (30) days' advance notice of revocation.

4. Assignment. This permit shall not be assigned or transferred without the written consent of City. Any such purported assignment or transfer shall be void and of no effect.

5. Indemnification. Property owner shall indemnify and hold harmless City, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including reasonable costs of defense and attorney fees, arising from property owner's encroachment on City property as described in Exhibit A, including but not limited to property owner's negligent or wrongful acts, errors or omissions in the construction, erection and continued maintenance of the encroachment in its location. Property owner shall promptly pay the amount of any judgment rendered against City, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by City in the defense of such claims.

6. City's right of entry. Property owner acknowledges the City's absolute right to enter upon the encroachment area for purposes of inspection, replacement, repair, or maintenance of public facilities above, on or under the right-of-way and property owner expressly waives any and all claims for damages to its encroachment resulting from such actions.

7. Damage to right-of-way. Property owner assumes responsibility for all damage to City's right-of-way caused by construction or maintenance of the encroachment and shall reimburse City for correction of any such damage. Upon failure of property owner to so reimburse City, the cost incurred by City in removing the encroachment shall be a debt of the property owner to the City, and recoverable by City in any manner provided by law. Moreover, property owner acknowledges that City may record and enforce a lien upon the property in order to recover such costs.

8. Restoration of premises. Within thirty (30) days of termination of this permit, whether upon its expiration or earlier termination, property owner shall at its expense remove the encroachment and restore the property to its condition prior to placement of the encroachment. In the event property owner fails to do so, City shall have the option of removing the encroachment at property owner's expense and property owner waives all claims for damage to the encroachment or property owner's adjacent property or improvements resulting from such removal. The cost incurred by City in removing the encroachment is a debt of the property owner to the City, and recoverable by City in any manner provided by law. Moreover, property owner acknowledges that City may record and enforce a lien upon the property in order to recover such costs.

9. Possessory interest. Property owner acknowledges that this permit may create a taxable possessory interest subject to property taxation, and that property owner shall be solely responsible for satisfaction of any property taxes levied on the property.

10. Compliance with Codes. Property owner shall perform all work in full compliance with all applicable codes, ordinances and laws, and obtain all necessary permits.

11. Maintenance of encroachment area. During the term of this permit, property owner shall at its sole expense maintain the encroachment area in good condition and appearance, in accordance with all ordinances, and shall not allow a nuisance condition to exist on the encroachment area.

THIS INSTRUMENT SHALL BE RECORDED IN THE OFFICE OF THE RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, AND SHALL RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN OR TO THE PROPERTY OR ANY PORTION THEREOF, AND SHALL CONSTITUTE NOTICE OF PROPERTY OWNERS' OBLIGATIONS AND CITY'S RIGHTS WITH RESPECT TO THE ENCROACHMENT AREA.

In the event property owner sells, transfers, leases or otherwise conveys any interest or right of possession in the property, property owner shall provide any such purchaser, lessee or transferee a copy of this instrument.

IN WITNESS WHEREOF, property owner has executed this Encroachment Permit and Covenant on the date first written above.

Property Owner (Signature)

Property Owner (Print)

Property Owner (Signature)

Property Owner (Print)

APPROVED BY:

JOSEPH SANCLEMENTE
DIRECTOR OF PUBLIC WORKS
CITY OF HERMOSA BEACH

ATTEST:

CITY CLERK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____