

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

Property Owner

APPROVED BY:

ANDREW BROZYNA
DIRECTOR OF PUBLIC WORKS
CITY OF HERMOSA BEACH

ATTEST:

CITY CLERK