

**SEAL BEACH MUTUAL NO. ONE**

**Physical Property**

**Licensing and Indemnity Agreement for Encroachment onto Common Areas for Private Use**

**Application for a New/Remodeled Patio or Personal Garden / Encroachment**

The Shareholder(s) of that certain apartment unit, \_\_\_\_\_, Seal Beach, CA, 90740, entered into an Occupancy Agreement on \_\_\_\_\_ by and between Seal Beach Mutual No. One ("**Corporation**") and \_\_\_\_\_ ("**Member/s**):

In accordance to Mutual One Rules and Regulations Number \_\_\_\_\_ this document represents a required "License and Indemnity Agreement" and setting forth the permission extended by the Mutual Corporation to the requesting Mutual One Member/s acceptance of a patio or garden encroachment into common area, and all of the terms and conditions as set forth below.

**Terms of Agreement:**

\_\_\_\_\_ (**Member/s**) are allowed to complete a patio of apartment number \_\_\_\_\_ using \_\_\_\_\_ square feet of common area on the \_\_\_\_\_ side of the unit for a patio to extend the \_\_\_\_\_ side of the unit, or a personal garden.

(**Member/s**) agree that they will execute the "License and Indemnity Agreement", acknowledging that the **Corporation** may reasonably condition its consent on terms that both protect the **Corporation's** rights over landscape area and prevent the **Corporation** from being burdened with additional or increased maintenance, repair or other costs/expenses or increased potential liabilities and/or risks and in accordance with all terms and conditions as set forth in the Mutual One's Rules and Regulations.

**Member/s** agree that they will accept the full liability for upkeep and maintenance, as well as insurance covering the area of the permitted encroachment and naming Corporation as an additional insured, and further, that the encroachment must be removed at the expense of the shareholder who is selling or otherwise conveying the share unless the subsequent shareholder agrees to execute a new "License and Indemnity Agreement" assuming all the terms as set forth in the Mutual One Rule and Regulation Number \_\_\_\_\_.

(Oct 2021)

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**Licensing and Indemnity Agreement for Encroachment onto Common Areas for Private Use**

**Execution of License and Indemnity Agreement**

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I, (We) \_\_\_\_\_(Member/s) hereby agree to the terms and conditions of the attached Mutual One Patio Rules and Regulations and the License and Indemnity Agreement, in its entirety, as evidenced by our signature/s below:

I, (We) \_\_\_\_\_(Member/s) agree and acknowledge that nothing contained herein or omitted here from shall be deemed to be an admission, limitation, or waiver of any of the Mutual rights, remedies, and defenses, either at law or in equity, all of which rights, remedies and defenses are hereby expressly reserved.

This License and Indemnity Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Seal Beach Mutual No. One and **Member/s**:

Member Signature \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature \_\_\_\_\_ Date: \_\_\_\_\_

Approval:

Mutual President: \_\_\_\_\_ Date: \_\_\_\_\_

Board review date: \_\_\_\_\_

Board approval date: \_\_\_\_\_

Original to Stock Transfer Corporate File  
cc: Physical Property Office  
Mutual President

**Document History**

Adopted: 22 Apr 2021

**Keywords:** Mutual One Licensing Indemnity Agreement Encroachment

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