



COMMON PROPERTY LINE WALL/FENCE AGREEMENT

Disclosures & Forms Required when Applying for Construction Permits

City of Madera

205 West 4th Street, Madera, CA 93637 (559) 661-5440

www.madera.gov

PROJECT ADDRESS (NOT MAILING ADDRESS)			PARCEL #	
APPLICANT LAST NAME, FIRST NAME, MI				
APPLICANT MAILING ADDRESS			EMAIL ADDRESS	
CITY	STATE	ZIP	PHONE	CELL

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 Madera requires the consent of all affected property owner(s).

The Parties agree that all construction work shall be done in accordance with the City of Madera 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 Madera 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.



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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.

(PRINT NAME IN FULL) _____

(ADDRESS NO. 1 / PARCEL #) _____

(OWNER OF ADDRESS NO. 1) _____

(Signature of Property Owner 1)

(Date) _____

(PRINT NAME IN FULL) _____

(ADDRESS NO. 2 / PARCEL #) _____

(OWNER OF ADDRESS NO. 2) _____

(Signature of Property Owner 2)

(Date) _____

(PRINT NAME IN FULL) _____

(ADDRESS NO. 3 / PARCEL #) _____

(OWNER OF ADDRESS NO. 3) _____

(Signature of Property Owner 3)

(Date) _____

(PRINT NAME IN FULL) _____

(ADDRESS NO. 4 / PARCEL #) _____

(OWNER OF ADDRESS NO. 4) _____

(Signature of Property Owner 4)

(Date) _____

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 on the basis of incorrect, inaccurate or incomplete information supplied, or in violation of any provision of City of Madera Municipal Code or other ordinances of the City or laws and statutes of the State.

(Signature of Primary Applicant)

(Date)

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



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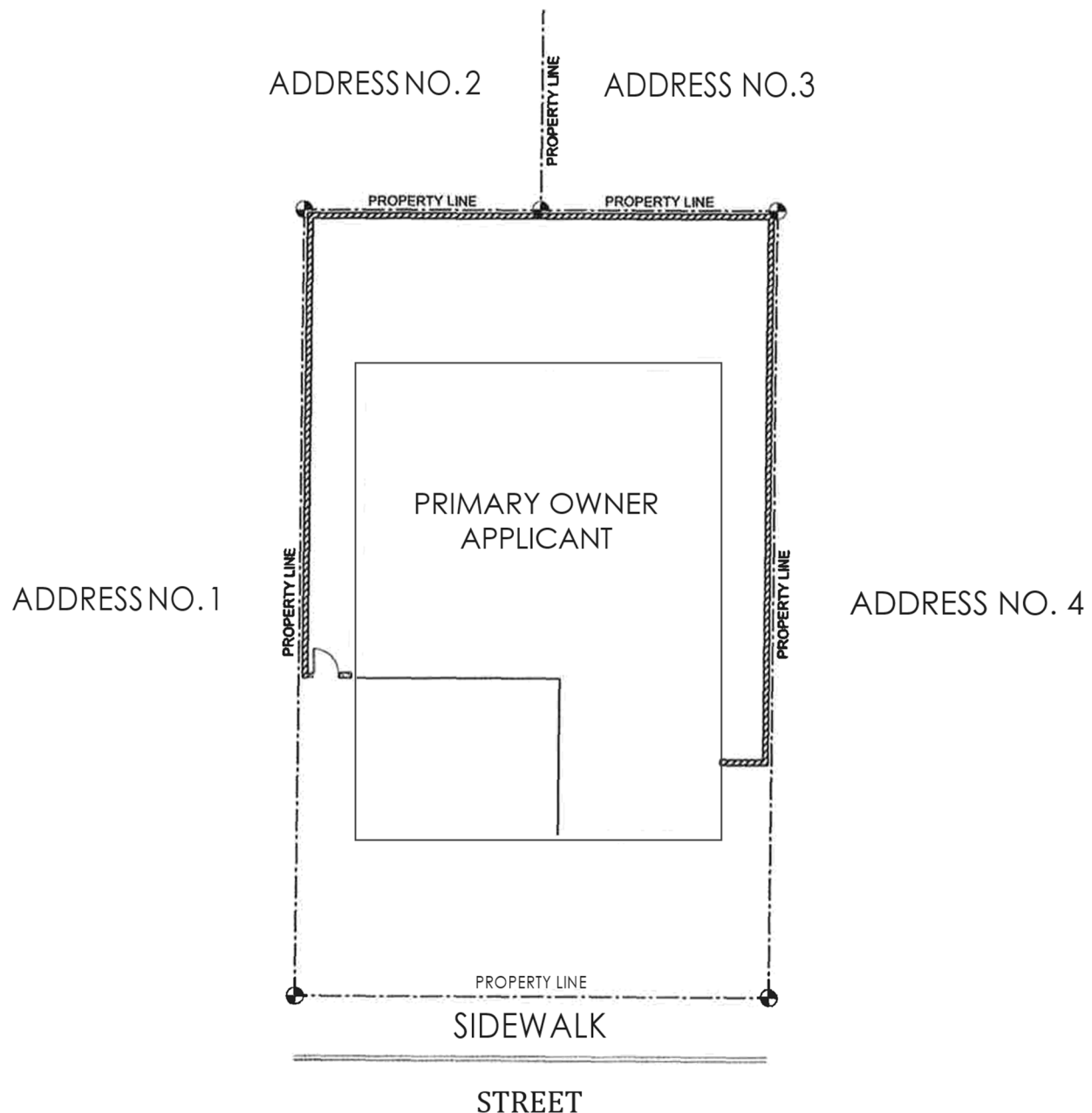
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SAMPLE PLOT PLAN FOR CMU WALL/FENCE

- PROVIDE LENGTH OF ALL PROPERTY LINES
- PROVIDE LENGTH OF ALL PROPOSED WALLS
- SHOW ANY EXISTING ACCESSORY STRUCTURES
- PROVIDE CITY STANDARD DETAIL ([B-2](#)) FOR CMU WALL CONSTRUCTION
- **OR** PROVIDE PLANS AND DETAILS DESIGNED BY AN ENGINEER





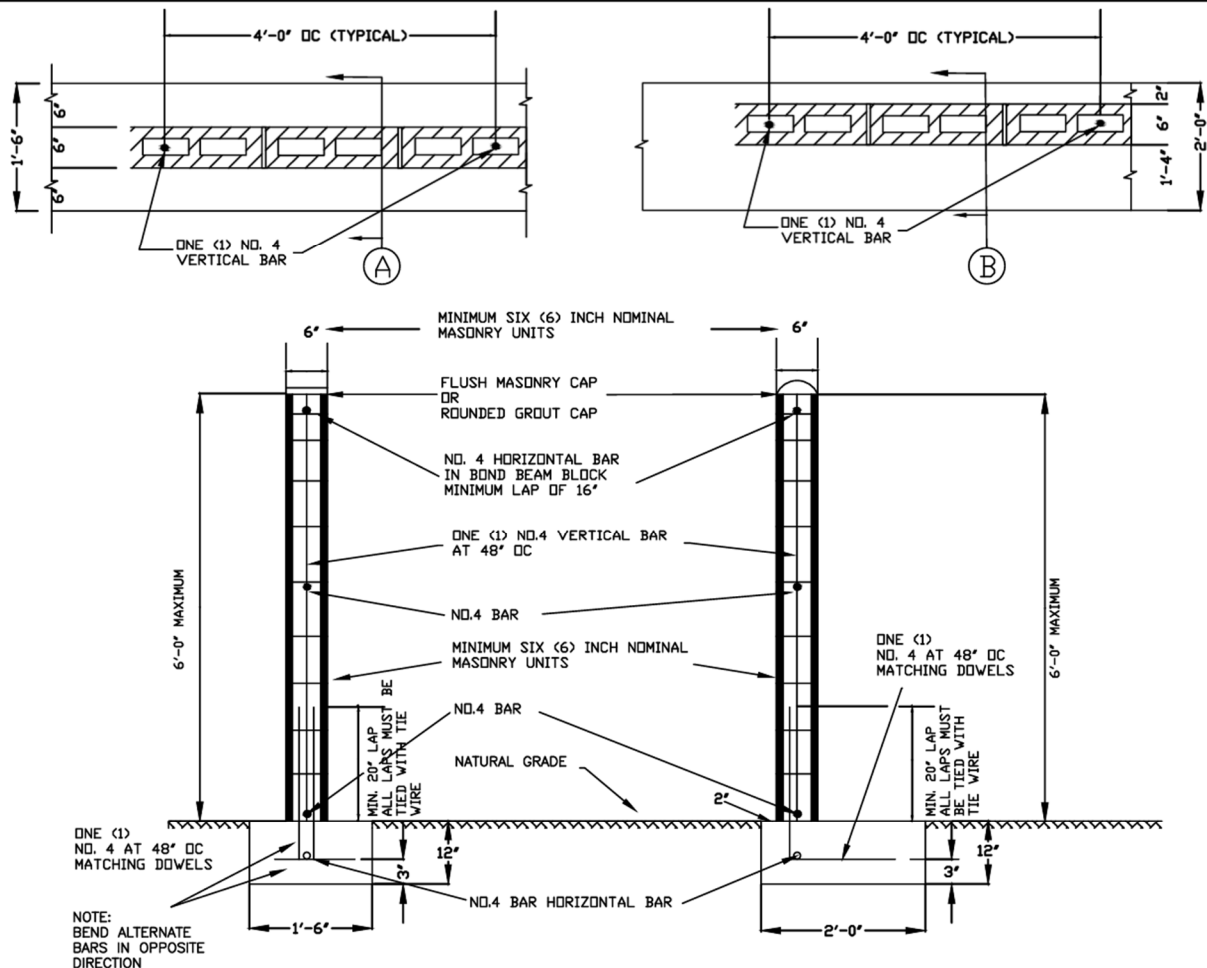
AUTHORIZED AGENT OF PROPERTY OWNER FORM

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GENERAL NOTES AND SPECIFICATIONS

1. ALL CONSTRUCTION SHALL COMPLY WITH THE MADERA MUNICIPAL CODE
2. GROUT ALL CELLS CONTAINING REINFORCING STEEL.
3. ALL MASONRY UNITS SHALL COMPLY WITH THE LATEST ADOPTED CBC, CALIFORNIA BUILDING CODE.
4. ALL MASONRY WALLS SHALL BE INSPECTED BY AN AGENCY APPROVED BY THE CITY OF MADERA.
5. DEPTH OF FOOTINGS ARE INTO NATURAL UNDISTURBED SOIL OR TESTED AND APPROVED COMPACTED FILL.
6. ALL MASONRY SHALL BE MINIMUM, $f'_m=1500$ PSI.
7. REINFORCING BARS SHALL BE DEFORMED BARS MINIMUM GRADE 40.
8. FOOTING CONCRETE SHALL BE A MINIMUM 2000 PSI AT 28 DAYS.
9. ALL CELLS SHALL BE GROUTED SOLID ON CITY OWNED WALLS.
10. THIS DESIGN SHALL NOT BE USED FOR RETAINING EARTH
11. MORTAR SHALL BE TYPE-S (MINIMUM 1800 PSI AT 28 DAYS)
 - ONE (1) PART CEMENT, TYPE 1
 - ONE-HALF (½) PART LIME PUTTY OR HYDRATED LIME
 - FOUR AND ONE-HALF (4 ½) PARTS SAND (MAXIMUM)
12. GROUT SHALL BE A MINIMUM 2000 PSI AT 28 DAYS
 - ONE(1) PART CEMENT
 - THREE(3) PARTS SAND
 - TWO(2) PARTS PEA GRAVEL
13. STAND BOND UPON SUBMITTAL ONLY
14. ALL LAPS MUST BE TIED WITH TIE WIRE

6 INCH MASONRY WALL

REF. & REV.
MARCH 2005
MAY 2007
JULY 2014

CITY OF MADERA

B-2