

RECORDING REQUESTED BY
AND MAIL TO:

Space above this line is for Recorder's use

COVENANT AND AGREEMENT
REGARDING THE MAINTENANCE OF LOW IMPACT DEVELOPMENT (LID) &
NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) BMPs

The undersigned, _____ ("Owner"), hereby certifies that it owns the real property described as follows ("Subject Property"), located in the County of Los Angeles, State of California:

LEGAL DESCRIPTION

ASSESSOR'S ID # _____ TRACT NO. _____ LOT NO. _____

ADDRESS: _____

Owner is aware of the requirements of County of Los Angeles' Green Building Standards Code, Title 31 Section 4.106.5 (LID), and Title 12, Chapter 12.84 – Low Impact Development Standards. The following post-construction BMP features have been installed on the Subject Property:

- Porous pavement
- Cistern/rain barrel
- Infiltration trench/pit
- Bioretention or biofiltration
- Rain garden/planter box
- Disconnect impervious surfaces
- Dry Well
- Storage containers
- Landscape and landscape irrigation
- Green roof
- Other _____

The location, including GPS x-y coordinates, and type of each post-construction BMP feature installed on the Subject Property is identified on the site diagram attached hereto as Exhibit 1.

Owner hereby covenants and agrees to maintain the above-described post-construction BMP features in a good and operable condition at all times, and in accordance with the LID/NPDES Maintenance Guidelines, attached hereto as Exhibit 2.

Owner further covenants and agrees that the above-described post-construction BMP features shall not be removed from the Subject Property unless and until they have been replaced with other post-construction BMP features in accordance with County of Los Angeles' Title 12, Chapter 12.84 – Low Impact Development Standards.

Owner further covenants and agrees to maintain all drainage devices located within his/her property in good condition and operable condition at all times.

Owner further covenants and agrees that if Owner hereafter sells the Subject Property, Owner shall provide printed educational materials to the buyer regarding the post-construction BMP features that are located on the Subject Property, including the type(s) and location(s) of all such features, and instructions for properly maintaining all such features.

Owner makes this Covenant and Agreement on behalf of itself and its successors and assigns. This Covenant and Agreement shall run with the Subject Property and shall inure to the benefit of the County of Los Angeles and be binding upon Owner, future owners, and their heirs, successors and assignees, and shall continue in effect until the release of this Covenant and Agreement by the County of Los Angeles, in its sole discretion.

Owner(s):

By: _____ Date: _____

By: _____ Date: _____

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

(PLEASE ATTACH NOTARY)

FOR DEPARTMENT USE ONLY:

MUST BE APPROVED BY COUNTY OF LOS ANGELES BUILDING AND SAFETY DIVISION PRIOR TO RECORDING.

APPROVED BY: _____ Date _____ Permit No. _____
(Print Name) (Signature)