

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

The undersigned, _____ ("developer"), hereby accepts responsibility for maintenance until the
(Name, department and division)

responsibility is legally transferred to _____ (public entity maintaining the BMPs)
(Name, department and division, or company)

LEGAL DESCRIPTION

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

ADDRESS: _____

Developer and Maintaining Entity 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.

Developer and Maintaining Entity 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.

Developer and Maintaining Entity 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 Title 12, Chapter 12.84 – Low Impact Development Standards.

Developer and Maintaining Entity further covenants and agrees to maintain all drainage devices located within its property in good condition and operable condition at all times.

Developer and Maintaining Entity further covenants and agrees that if Developer and Maintaining Entity hereafter sells the Subject Property, Developer and Maintaining Entity 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.

Developer and Maintaining Entity 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 Developer and Maintaining Entity, future Developers and Maintaining Entities, 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.

Developer(s):

By: _____ Date: _____ Division & Department: _____

Maintaining Entity:

By: _____ Date: _____ Division & Department, or Company: _____

Permit No. _____