

RECORDING REQUEST BY AND MAIL TO:

County of Los Angeles
Department of Public Works
Land Development Division
Grading and Drainage Unit

P.O. Box 1460
Alhambra, California 91802-1460

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SAMPLE NO. A1
COVENANT AND AGREEMENT BY OFFSITE PROPERTY OWNER REGARDING
OFFSITE IMPROVEMENTS, DRAINAGE ACCEPTANCE FROM TR/PM ,AND
RELEASE OF LIABILITY.

The undersigned, _____ ("Offsite Owner"), hereby certifies that it is the owner of the real property located in the County of Los Angeles, State of California, legally described in Exhibit 3 ("Offsite Property").

Offsite Owner hereby gives permission to _____ ("Developer") to perform the work and/or construct the improvements depicted in Exhibit 2 ("Offsite Improvements"), on the Offsite Property.

Offsite Owner acknowledges that the Offsite Improvements will alter the natural and/or existing surface water drainage patterns between the Offsite Property and TR/PM _____, legally described in Exhibit 1. Offsite Owner does hereby consent to such alteration and does hereby covenant and agree that the Offsite Property shall accept the surface water drainage as altered by the Offsite Improvements.

Offsite Owner acknowledges that the County of Los Angeles ("County") will rely on this Covenant in connection with its issuance of a building/grading permit for the Offsite Improvements, and Offsite Owner does hereby covenant and agree to fully release and discharge the County from any claims and/or actions the Offsite Owner may have against the County which arise from or are in any way connected with the Offsite Improvements and/or the alteration of surface water drainage caused thereby.

Offsite Owner further covenants and agrees as follows:

- Offsite Owner shall maintain the Offsite Improvements in good condition, unless the County discharges this obligation through a subsequently recorded written instrument. Offsite Owner shall indemnify the County from any claims and/or actions arising or in any way connected with the failure to maintain the Offsite Improvements in good condition.

- Offsite Owner shall adequately irrigate the planted slopes ("Offsite Slopes"), as depicted in Exhibit 2, which are located on the Offsite Property. Offsite Owner shall indemnify the County from any claims and/or actions arising or in any way connected with the failure to adequately irrigate the Offsite Slopes.
- Offsite Owner shall permit the County to enter upon the Offsite Property to inspect the Offsite Improvements and/or Offsite Slopes during construction of said Offsite Improvements.

Offsite Owner makes the covenants and agreements described above on behalf of itself and its successors and assigns. Said covenants and agreements shall run with Offsite Property, shall be binding upon the Offsite Owner, future owners, encumbrancers of the Offsite Property, and their successors, heirs, or assignees, and shall continue in effect until the release of this Covenant and Agreement by the County, in its sole discretion.

 (Name if other than an individual)

/s/ _____
 (Name if an individual)

/s/ _____
 (Title if other than an individual)