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Recording requested by and mail original to:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Land Development Division
Subdivision Plan Checking Section
Drainage and Grading Unit
P.O. Box 1460
Alhambra, CA 91802-1460

Space Above This Line Reserved For Recorder's Use

DEED RESTRICTION

COVENANT AND AGREEMENT BY OWNER REGARDING MAINTENANCE OF DRAINAGE DEVICES FOR LOT _____, TR/PM _____

The undersigned, _____ ("Owner"), hereby certifies that it owns the real property identified as Lot _____, TR/PM _____, located in the County of Los Angeles, State of California.

Owner acknowledges that Home Owners Association has the primary responsibility for maintaining the paved swales, bench drains, inlets, catch basins, down drains, and pipes located on Lot _____, TR/PM _____.

Owner covenants and agrees that if the Homeowners Association fails to maintain the Drainage Devices on Lot _____, TR/PM _____:

1. Owner shall maintain Drainage Devices on Lot _____ in good condition unless the County of Los Angeles discharges this obligation through a subsequently recorded written instrument.
2. Owner shall inspect Drainage Devices on Lot _____ after each rain event to ensure proper function.

Owner further covenants that Owner shall not in any way interfere with the established drainage in or over any lot in subdivision. In the event it is necessary to change the established drainage over any lot, the Owner will be responsible for providing proper drainage in accordance with applicable governmental codes and requirements. For the purpose hereof "established drainage" is defined as the drainage that existed at the time of the overall grading of subdivision, including the landscaping of each lot in subdivision as completed by the undersigned.

Owner further covenants that Owner shall indemnify, defend, and save harmless the County of Los Angeles, its agents, officers, and employees from and against any and all liability and expense, including defense costs and legal fees, and any rights, claims, or actions for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected to the Drainage Devices.

Owner makes this Covenant and Agreement on behalf of itself and its successors and assigns. Said Covenant and Agreement shall run with Lot _____, TR/PM _____, shall be binding upon Owner, future owners, encumbrancers of Lot _____, TR/PM _____, and their successors, heirs, or assignees, and shall continue in effect until the release of this Covenant and Agreement by the County of Los Angeles, in its sole discretion.

By: _____

Name: _____

Title _____

(PLEASE ATTACH NOTARY)