

LID COVENANT
PREPARATION AND RECORDATION

1. SUBMIT the following draft documents to your plan check engineer:
 - a. LID/NPDES Covenant
 - b. LID/NPDES Site Diagram (8 ½" X 11") identifying the location, including GPS x and y coordinates and type, of each post construction BMP feature (Exhibit 1)
 - c. LID/NPDES Maintenance Guidelines (8 ½" X 11") as provided by the manufacturer for each post construction BMP feature (Exhibit 2)

Submit draft covenant WITH exhibits to your plan checker for approval prior to signing and notarizing. Plan checker will notify applicant if documents are ready for recordation or if corrections are needed.

2. COVENANTS MUST BE SIGNED, NOTARIZED, AND RECORDED. Sign, notarize and record documents after notification that the documents are ready to record.

Note: RECORDATION is the responsibility of the applicant. The main Recorder's Office is located at 12400 Imperial Highway, Norwalk, CA 90650. Additional branch offices for recording documents are available.

Information for the County's Recorder's office can be obtained on the internet at <http://www.lavote.net> or by calling (562) 462-2125 for more information.

Applicant must provide copy of the recorded LID Covenant and Exhibits stamped by the recorder's office prior to plan approval. It is recommended applicants obtain a copy of the recorded document for their records. The original should be returned to the designated section by the County Recorder in approximately three (3) weeks.

RECORDING REQUESTED BY
AND MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
LAND DEVELOPMENT DIVISION
900 S. FREMONT AVENUE, 3RD FLOOR
ALHAMBRA, CA 91803-1331

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 4.106.4 (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 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)