

RECORDING REQUESTED BY
AND MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
BUILDING AND SAFETY 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 the County of Los Angeles' Green Building Standards Code, Title 31, Section 4.106.4 and Section 5.106.2 (LID), and National Pollutant Discharge Elimination System (NPDES) permit. 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
- Landscaping 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' Green Building Standards Code, Title 31 and NPDES permit.

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: _____

(PLEASE ATTACH NOTARY)

REFERENCE

PLAN CHECK NO.: _____ DISTRICT OFFICE NO.: _____

ATTACHMENTS