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Recording requested by and mail original to:  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
[ ] Land Development Division – Road and Grading Section  
[ ] Construction Division – Permits and Subdivisions Section  
[ ] Building and Safety Division – Drainage and Grading Section  
P.O. Box 1460  
Alhambra, CA 91802-1460

Space Above This Line Reserved For Recorder's Use

COVENANT AND AGREEMENT BY OWNER REGARDING  
DRAINAGE IMPROVEMENTS  
FOR LOT \_\_\_\_\_, TR/PM \_\_\_\_\_  
\_\_\_\_\_ (address)

The undersigned, \_\_\_\_\_ ("Owner"), hereby certifies that it owns the real property identified as Lot \_\_\_\_\_, TR/PM \_\_\_\_\_, APN # \_\_\_\_\_ located in the County of Los Angeles, State of California, legally described in Exhibit 1, \_\_\_\_\_ (address) ("Owner's Property").

Owner acknowledges that Owner owns the drainage improvement(s) described in Exhibit 2 ("Owner's Improvements"), which serve Owner's Property,

Owner further acknowledges that Owner's Improvements encroach within the public street right of way of \_\_\_\_\_ Road/Street, located adjacent to Owner's Property. \_\_\_\_\_ Road/Street is operated and maintained by the County of Los Angeles ("County").

As a condition of the County's consent to permit Owner's Improvements to remain within the public street right of way of \_\_\_\_\_ Road/Street Owner does hereby covenant and agree as follows:

1. Owner shall maintain Owner's Improvements in good condition until such time as the County discharges this obligation through a subsequently recorded written instrument.
2. In the event that County determines, in its sole discretion, that Owner's Improvements are incompatible with the present or future use of the public street right of way of \_\_\_\_\_ Road/Street, County shall provide written notice thereof to Owner, and Owner shall remove Owner's Improvements at Owner's sole cost, within 60 days of the date of the written notice. In lieu of providing Owner with a notice to remove the Owner's Improvements, the County may, in its sole discretion, relocate Owner's Improvements to reduce or eliminate the incompatibility. In the event that County relocates Owner's Improvements, Owner shall maintain such relocated improvements in good condition until such time as the County discharges this obligation through a subsequently recorded written instrument
3. Owner shall indemnify, defend, and hold the County of Los Angeles, and its officers, employees, and agents harmless from and against any claims, demands, liability, damages,

costs, and expenses, asserted against the County by any third party; including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the Owner's Improvements. Owner's obligation to indemnify, shall not apply to any claim, demand, liability, damage, cost or expense to the extent that such claim, demand, liability, cost or expense is caused by the active negligence or intentional misconduct of the County.

4. Owner shall fully release and discharge the County of Los Angeles, and its officers, employees and agents from any claims and/or actions involving any damage to Owner's Improvements arising from or in connection with the County's operation, maintenance, repair or reconstruction of \_\_\_\_\_ Road/Street.

Owner makes this Covenant and Agreement for the benefit of \_\_\_\_\_ Road/Street. Said Covenant and Agreement shall run with Owner's Property and shall be binding upon Owner and Owner's 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.

/s/ \_\_\_\_\_  
(owner)