

Recording requested by and mail original to:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Land Development Division
Permits and Subdivisions Section
P.O. Box 1460
Alhambra, CA 91802-1460

Space Above This Line Reserved For Recorder's Use

**COVENANT AND AGREEMENT BY OWNER REGARDING ENCROACHMENTS
WITHIN THE PUBLIC RIGHT OF WAY FOR LOT _____, TR/PM _____
_____ (address)**

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, legally described in Exhibit 1, _____ (address)

Owner acknowledges that the improvement(s) described in Exhibit 2 are private improvement(s) that 1) Owner constructed, 2) are not part of the public street improvements, and 3) encroach within the County Highway right of way of _____ Road/Street. (The improvements described in Exhibit 2 shall hereinafter be referred to as "Owner's Improvements.")

In consideration of the County of Los Angeles' ("County") consent to allow Owner's Improvements to remain within the County Highway right of way, Owner covenants and agrees to defend, indemnify, and hold harmless the County, and its officers, employees, and agents with respect to any claims, actions, demands, liability, damages, costs, and expenses including, without limitation, claims involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever arising from or caused by Owner's Improvements.

Owner covenants and agrees to fully release and discharge County, 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 County's ownership, operation, or maintenance of the County Highway right of way.

Owner further covenants and agrees as follows:

1. Owner shall maintain Owner's Improvements in good condition at all times.
2. Owner shall remove Owner's Improvements at his/her sole cost, at the County's written request mailed to the current owner of the above referenced lot per the County Assessor's records. The County may request removal of Owner's Improvements at County's sole discretion, which may be vested with or without cause.

3. Owner shall remove Owner's Improvements within 45 days of the date the County mailed its written request.
4. If Owner fails to remove Owner's Improvements at his/her sole cost within 45 days of County's written request, County may remove Owner's Improvements. County may pursue the recovery of all costs associated with the removal from Owner including, but not limited to, repair costs, recoverable court costs, and any other appropriate damages in an action brought against the Owner.
5. Owner shall apply for and obtain all necessary permits prior to the removal of Owner's Improvements. Owner shall restore the County Highway right of way to its original condition upon removal of Owner's Improvements.
6. Owner shall make no modification to the Owner's Improvements without County's prior written consent.

Owner makes this covenant and agreement on behalf of itself and its successors, heirs, 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 County, in its sole discretion.

/s/ _____
(owner)