

## **INSTRUCTIONS FOR FILING COVENANT AND AGREEMENT FORMS**

1. Provide an 8.5" x 11" Plot Plan showing the location, quantity and size of all stormwater Best Management Practices (BMPs) – Exhibit 1 plot plan.
2. LA Sanitation and Environment (LASAN) will return a Covenant and Agreement Package (C&A) which will include; the filled out Covenant and Agreement document, Exhibit 1 plot plan and Operation and Maintenance (O&M) Plan to the applicant/property owner(s).

**PROPERTY OWNER ACKNOWLEDGEMENT AND OBLIGATION:** The owner(s) agree(s) to sign and notarize the Covenant and Agreement package provided by LASAN. If the recorded Covenant and Agreement differs from the Covenant and Agreement Package provided by LASAN the property owner(s) agree(s) to execute a Supplemental Covenant and Agreement. The owner(s) assume(s) all risk, responsibility and associated permit sign off delays resulting from recording an incorrect Covenant and Agreement Package.

3. Property owner(s) must print and sign their name(s) in BLACK INK ONLY – SIGNATURE(S) MUST BE NOTARIZED.
4. Record the C&A Form, Notary Acknowledgement, Exhibit 1 plot plan and the O&M Plan with the Los Angeles County Registrar-Recorder and obtain a certified copy. This document can be recorded at the locations listed below:

1) 12400 Imperial Highway  
Norwalk, CA 90650  
(Near the intersection of the 5 and 605 freeways)

2) 14340 Sylvan Street  
Van Nuys, CA 91401  
(Near Van Nuys City Hall)

3) 11701 S. La Cienega Blvd., 6th Floor  
Los Angeles, CA 90045  
(LAX Courthouse)

5. Return the recorded certified copy of the recorded Covenant and Agreement to LASAN for review and acceptance.

**FINAL APPROVAL/CLEARANCE WILL NOT BE GRANTED WITHOUT LASAN'S RECEIPT AND ACCEPTANCE OF THE CERTIFIED COPY OF THE C&A, EXHIBIT 1 PLOT PLAN AND O&M PLAN. WHERE A RECORDED C&A IS NOT ACCEPTED BY LASAN, THE SUPPLEMENTAL COVENANT AND AGREEMENT PROCESS IS REQUIRED TO BE COMPLETED WITH WET AND ORIGINAL SIGNATURES BEFORE FINAL APPROVAL/CLEARANCE IS GRANTED.**

Recording requested by and mail to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_

\_\_\_\_\_

Space Above This Line For Recorder's Use

**MASTER COVENANT AND AGREEMENT**

**REGARDING ON-SITE STORMWATER MITIGATION MEASURES AND MAINTENANCE**

I (We), the undersigned, hereby certify that I am (we are) the owner(s) of the hereinafter legally described real property ("Property") located in the City of Los Angeles, County of Los Angeles, State of California (please give the legal description):

LEGAL DESCRIPTION

ASSESSOR'S ID# \_\_\_\_\_ TRACT NO. \_\_\_\_\_ BLOCK NO. \_\_\_\_\_ LOT NO \_\_\_\_\_

Site Address \_\_\_\_\_

In consideration of the City of Los Angeles allowing \_\_\_\_\_ development on said Property, I (we) do hereby covenant and agree to install, operate and maintain in a good operable condition at all times, at my (our) sole cost, all on-site stormwater Best Management Practices (BMPs) per approved plans. The location and type of each BMP feature installed on the Subject Property is identified on the site diagram attached hereto as Exhibit 1. I (we) shall maintain, in accordance with the attached Operation & Maintenance Plan (Attachment 1), the following on-site stormwater BMPs:

- ☐ Rain Tank (min 55 gal): # of barrels: \_\_\_\_\_; \_\_\_\_\_ total gallons, with minimum of \_\_\_\_\_ Sq. Ft of vegetated landscaping
- ☐ Rain Tank / Cistern: # of tanks / cistern: \_\_\_\_\_; \_\_\_\_\_ total gallons, with minimum of \_\_\_\_\_ Sq. Ft of vegetated landscaping
- ☐ Porous pavement/pavers: \_\_\_\_\_ Sq. Ft (for incidental rainfall); and / or \_\_\_\_\_ Sq. Ft. with \_\_\_\_\_ ft sub base
- ☐ Rain Garden (lined): # of rain gardens: \_\_\_\_\_; \_\_\_\_\_ total Sq. Ft. ☐ Dry Well: \_\_\_\_\_ Cu. Ft.
- ☐ Rain Garden (unlined): # of rain gardens: \_\_\_\_\_; \_\_\_\_\_ total Sq. Ft. ☐ Infiltration Trench: \_\_\_\_\_ Cu. Ft.
- ☐ Flow Thru Planter: # of planters: \_\_\_\_\_; \_\_\_\_\_ total Sq. Ft. ☐ Green Roof: \_\_\_\_\_ Sq. Ft.
- ☐ Other: \_\_\_\_\_

Owner further covenants and agrees that the above-described stormwater device(s) shall not be removed from the Subject Property unless a revised Plan is approved by the Bureau of Sanitation. In the event that any portion of the above-specified on-site stormwater pollution removal device(s) or BMPs is modified, I (we) shall immediately provide the Bureau of Sanitation of the City of Los Angeles with a revised Plan for their approval, and sign and record a Supplemental Covenant and Agreement, specifying all of the on-site stormwater pollution removal device(s) and BMPs, as modified (along with a modified O&M Plan). No Supplemental Covenant and Agreement shall, in any way, limit or diminish my (our) General Maintenance Obligation.

This Master Covenant and Agreement, and all obligations herein, shall run with the Property and shall be binding upon any future owners, encumbrances, their successors, heirs or assigns and shall continue in effect until the Bureau of Sanitation approves the termination hereof.

Owner further covenants and agrees that if Owner hereafter sells the Subject Property, Owner shall provide printed educational materials to the buyer regarding the stormwater device(s) that are located on the Subject Property, including the type(s) and location(s) of all such devices, and instructions for properly maintaining all such devices.

\_\_\_\_\_  
(Print Name of Property Owner)

\_\_\_\_\_  
(Signature of Property Owner)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Print Name of Property Owner)

\_\_\_\_\_  
(Signature of Property Owner)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**(PLEASE ATTACH NOTARY ACKNOWLEDGEMENT)** Space Below This Line For Bureau Internal Use

Permit No. \_\_\_\_\_

Accepted by Department of Public Works, LA Sanitation and Environment for conformance with the "Instructions for Filing Covenant and Agreement Forms"? YES ☐ NO ☐; If NO, reason: \_\_\_\_\_

\_\_\_\_\_  
(Print Name) Engineering Associate

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_