

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL DOCUMENT
TO:

Department of Recreation and Parks
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**COVENANT AND AGREEMENT REGARDING PARK AND RECREATIONAL FACILITIES
(PUBLICLY ACCESSIBLE)**

The undersigned, [insert], a _____ (“Owner”), hereby certifies that it is the owner of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, located at _____ and more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (the “Property”).

In consideration of Owner’s receipt of credits granted by the City of Los Angeles (“City”), acting by and through its Department of Recreation and Parks (“Department”), in the amount of \$ _____ (the “Publicly-Accessible Park Fees Credit”) toward the recreational and park impact fees otherwise required to be paid by Owner pursuant to Los Angeles Municipal Code Section 12.33 (the “Park Fees”) in connection with Owner’s residential development (Case Number: _____) (the “Project”), Owner hereby promises, covenants and agrees to and for the benefit of the City and the Department as follows:

1. Owner shall design, construct and install, at Owner’s sole cost, those certain publicly-accessible park and recreational facilities, amenities and areas, totaling approximately _____ square feet (collectively, the “Publicly-Accessible Park Facilities”), at the Property in accordance with the plans marked as _____ and the specifications set forth in the recreation credit cost estimate sheet marked as _____, each of which are attached hereto as **Exhibit B** and by this reference incorporated herein (collectively, the “Publicly-Accessible Park Plans”). Any changes to the Publicly-Accessible Park Plans shall require the prior written approval of the Department. Prior to the issuance of the Certificate of Occupancy for the first dwelling units of the Project, Owner must obtain written confirmation from the Department that the Publicly-Accessible Park Facilities have been installed at the Property in accordance with the Publicly-Accessible Park Plans.
2. Owner shall maintain, at Owner’s sole cost, the Publicly-Accessible Park Facilities in accordance with the operation and maintenance agreement attached hereto as **Exhibit C** and by this reference incorporated herein (the “Maintenance Agreement”). Any changes to the Maintenance Agreement shall require the prior written approval of the Department.
3. The use of the Publicly-Accessible Park Facilities shall be restricted to park and recreational purposes only.
4. The Publicly-Accessible Park Facilities shall be available and accessible for use by all of the residents of the Project and the general public free of charge and with no discrimination of access between the residents of the Project and the general public and shall remain open from [sunrise to sunset/10 a.m. to 5 p.m./6 a.m. to 6 p.m.] seven days a week.

5. Owner shall post and maintain, at Owner's sole cost, signage indicating that the Publicly-Accessible Park Facilities are publicly accessible at the entrances to the Publicly-Accessible Park Facilities in accordance with the signage plans attached hereto as **Exhibit D** and by this reference incorporated herein (the "Signage Plans"). Any changes to the Signage Plans shall require the prior written approval of the Department.

In the event that any of the foregoing covenants and agreements are not satisfied or are violated, the required Park Fees will become immediately due and payable and Owner shall pay an amount equal to the Publicly-Accessible Park Fees Credit to the Department within thirty (30) days of receipt of a written demand from the Department.

This Covenant and Agreement Regarding Park and Recreational Facilities (Publicly Accessible) (this "Covenant"), and all obligations, covenants and agreements set forth herein, shall run with the Property and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in full force and effect until the Los Angeles City Council approves the termination hereof. This Covenant is for the benefit of the City and the Department.

Owner hereby represents and warrants to City that (i) Owner is legally authorized (and has obtained all necessary consents, if any, from third parties such as consents from lienholders, if applicable) to enter into and record this Covenant, and (ii) this Covenant is duly authorized, executed and delivered by Owner and is a valid and enforceable obligation of Owner.

OWNER'S NAME: (Print/Type) _____

SIGNATURE OF OWNER: _____(sign)

SIGNATURES OF TWO OFFICERS REQUIRED FOR A CORPORATION
SIGNATURES: 1. _____ **2.** _____(sign)

Dated this _____ **day of** _____, _____.

(Attach Additional Notary Acknowledgements As Necessary)

*****Space Below This Line For Department Internal Use*****

Must be approved by the Department of Recreation & Parks prior to recording CASE NO. _____
COND NO. _____

APPROVED BY _____ **SIGNATURE** _____ **DATE:** _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally
appeared _____
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Exhibit A

Legal Description of Property

[see attached]

DRAFT

Exhibit B

Publicly-Accessible Park Plans

[see attached]

DRAFT

Exhibit C

Maintenance Agreement

[see attached]

DRAFT

Exhibit D

Signage Plans

[see attached]

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