

This page is part of your document - DO NOT DISCARD



**20210663685**

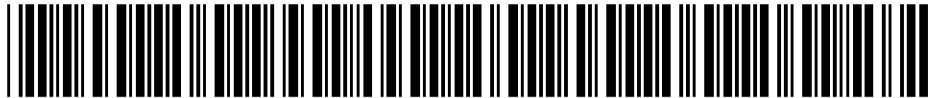


Pages:  
0006

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

04/27/21 AT 08:00AM

FEES:	47.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	47.00



LEADSHEET



202104271160013

00020376441



012133311

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E08\_210426\_8611212

E521952

RECORDING REQUESTED BY:

*Equity*

AND WHEN RECORDED MAIL TO:

CITY OF LOS ANGELES  
BUREAU OF ENGINEERING  
WEST LA DISTRICT OFFICE  
1828 SAWTELL BLVD. THIRD FLOOR  
LOS ANGELES, CA 90025

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WAIVER OF DAMAGES AND INDEMNIFICATION AGREEMENT AND RIGHT OF  
INGRESS AND EGRESS-COVENANT TO RUN WITH THE LAND

Title of Document

This page is added to provide adequate space for recording information.

Recording Requested by, and  
Recorded Document to be forwarded to:

For Recorder's USE ONLY

**City of Los Angeles  
Bureau of Engineering  
West LA District Office  
1828 Sawtelle Blvd., Third Floor  
Los Angeles, CA 90025**

**WAIVER OF DAMAGES AND INDEMNIFICATION AGREEMENT AND RIGHT OF  
INGRESS AND EGRESS – COVENANT TO RUN WITH THE LAND**

WHEREAS, Jeffrey J Martin

is the **Owner** of real property, located at **579 E VENICE BLVD 90291**  
in the City of Los Angeles, County of Los Angeles, State of California, described as  
**Lot DD, Tract VENICE OF AMERICA , APN:4238017038**

in the office of the County Recorder of the County of Los Angeles in Book **6** Page(s) **126/127** of Maps which land  
is bounded by or subject to an easement and right of way owned by the City of Los Angeles; and WHEREAS,  
said **Owner** has applied to the City of Los Angeles, hereinafter referred to as the City, for permission to:

**encroach approximately 40 ' into the -ft wide right-of-way along Venice Blvd with 1) 42" Wood fence  
2) Six (6) Trees (per Urban Forestry approved list), 3) 42" hedge, 4) Grass lined concrete pathway  
5) Landscaping and irrigation**

**Per revocable permit reference # 2019-000-220**

**See attached Figure 1**

NOW THEREFORE, in consideration of the City granting revocable permission to the applicant to install,  
construct, maintain and/or use the said improvement in the public right of way or easement, the undersigned  
**Owner**, and for **Owner's** heirs, successors in interest and assignees, does hereby agree as follows:

1) To indemnify and hold harmless the City, its officers, agents and employees, from and against all cost, liability,  
loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the public or other person  
and from and against all damage, loss or expense of whatsoever kind and nature sustained or incurred by the  
City by reason of this grant of revocable permission in, on, through and/or over said easement or right of way of  
the City. Permittee hereby further agrees to assume, at its own expense, the defense of any of the aforesaid  
losses, damages or claims or of any action or actions based thereon. Permittee further agrees to acquire and  
thereafter to perpetually and permanently maintain public liability and property damage insurance in the policy  
limits established by this grant of revocable permission. When the property changes ownership, the leaving  
owner shall be relieved of the responsibility of the encroachments. However, the new owner shall accept the  
liability and insure the encroachments if the privileges of the revocable permit are to continue.

**WAIVER OF DAMAGES AND INDEMNIFICATION AGREEMENT AND RIGHT OF  
INGRESS AND EGRESS – COVENANT TO RUN WITH THE LAND**

2) To waive any right to make or prosecute any claims or demands against the City, or any of its Boards, Departments, Officers, Employees, or Agents for any damage that may occur to said improvement, or any adjacent properties, or relate to permissive use granted, by virtue of the use, construction, maintenance or other act with said easement or right of way by or under authority of said City, or for any damage due to substances or activities emanating from within or without such City facilities.

3) To remove all said improvements, and restore the affected Right of Way or Easement, without expense to the City at the request of the Board of Public Works of said City, or its Officers, Employees, or Agents by virtue of revocation of the permit.

4) To maintain the improvement at all times to the satisfaction of the City or to reimburse the City for expenditures for maintaining the improvements should the undersigned fail to do so.

5) To grant to the City, its Agents, Representatives, Officers and Employees the right of ingress and egress over the above described improvement to any or all portions of said street, easement or right of way including the portions covered by buildings, furnishings, or equipment, for the purpose of construction, maintenance, repair, reconstruction or removal, or other lawful acts in or to said easement of right of way.

6) This permission is not in lieu of and in no way relieves the property owner, and owner's heirs, successors in interest or assigns from contributing to or assessments for city improvements at, in, on or about said Right of Way or Easement.

7) This agreement shall remain in full force and effect until released by the Board of Public Works Commissioners of the City of Los Angeles.

This waiver shall be and constitute a covenant running with the land and be binding upon the heirs, executors, administrators, successors in interest, assignees as their interest may appear, and may be recorded by either said property owners of the City of Los Angeles.

IN WITNESS WHEREOF, the **Owner** has caused these presents to be executed this

On this 22<sup>nd</sup> day of April, 2021

NAME: Jeffrey J Martin  
Print or Type

  
Signature

NAME: \_\_\_\_\_  
Print or Type

\_\_\_\_\_  
Signature

NAME: \_\_\_\_\_  
Print or Type

\_\_\_\_\_  
Signature

**WAIVER OF DAMAGES AND INDEMNIFICATION AGREEMENT AND RIGHT OF  
INGRESS AND EGRESS – COVENANT TO RUN WITH THE LAND**

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 LOS ANGELES**

On this 22 day of April, 2021 before me, John Anthony Cabrera  
a Notary Public in and for said county and State, personally appeared

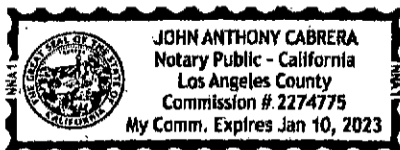
Jeffrey J. Martin

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), of 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.**

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR HEREINABOVE FIRST WRITTEN.

(Seal)



My license expires on January 10, 2023.

Notary Public in and for said County and State.

Accepted by the City Engineer of the City of Los Angeles on

20

Oscar Gutierrez

Digitally signed by Oscar Gutierrez  
DN: c=US,  
e=oscar.gutierrez@lacity.org,  
o=Public Works, OU=BOE,  
CN=Oscar Gutierrez  
Date: 2021.04.22 09:56:39-07'00'

BY:

Oscar Gutierrez  
West Los Angeles District Office  
Bureau of Engineering

Plan No. P-8987

Y-Map No. 108B145

Drainage Map No. 561

District Map No. 108B145

☒ Plans Submitted

Waiver Number W-\_\_\_\_\_

