

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____

_____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____



Printed Name(s)

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, _____, a Notary Public, 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 signatures(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.

Signature _____

Recording requested by and
when recorded, return to:
OC Public Works
Right of Way Engineering
P.O. Box 4048
Santa Ana, CA 92702-4048

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

 NO FEE

2009000571573 09:10am 10/21/09

215 28 E01 7

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

Recording Fee Exempt
Per Govt. Code 27383

Facility: Manchester Complex Storm Drain
Facility No.: E01P81
Parcel No.: 101
A.P. No.: 231-091-01
Location: City of Orange

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged,

COUNTY OF ORANGE
a political subdivision of the State of California,
hereinafter referred to as "COUNTY",

does hereby Grant to the

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,
hereinafter referred to as "DISTRICT",

an easement for storm drain and appurtenant purposes in, on, under and over the real property in
the City of Orange, County of Orange, State of California, described as:

See EXHIBIT A,
attached and by reference made a part.

The facility constructed within the easement area above described is an underground
concrete conduit sufficient to support highway loading.

COUNTY reserves all rights compatible with and not prejudicial to the operation,
maintenance, repair, reconstruction, replacement, improvement or enlargement of DISTRICT's
facility. The rights reserved are subject to the following express limitations:

1. No buildings, permanent structures or additional earth fill will be permitted within the
easement area. In addition, no block wall or other obstruction creating a water barrier
across the easement area will be permitted.
2. No construction shall be commenced within the easement area until the plans for such
construction have first been approved in writing by the Director, OC Public Works

- Department of the County of Orange or his/her designee (hereinafter referred to as "DIRECTOR").
3. Any improvements which may be allowed shall be constructed, operated and maintained at no cost to DISTRICT.
 4. In the event DISTRICT finds it necessary in the future to enter on and disturb the surface or subsurface of the above-described land in order to maintain, repair, reconstruct, replace, improve or enlarge the flood control facility, DISTRICT's only responsibility shall be to restore any section of the flood control facility affected to the same load specifications as originally constructed and to backfill with compacted earth to the grade of the surrounding property following completion of DISTRICT's activity. COUNTY shall restore affected surface improvements to design and grade as approved by DIRECTOR.
 5. Except in an emergency, found to exist by DIRECTOR, if DISTRICT intends to disturb the surface of the easement area, then DISTRICT shall give COUNTY not less than 30 days prior written notice specifying the date of such entry, the duration thereof and the nature of the work to be performed by DISTRICT. DISTRICT further agrees to use its best efforts to minimize any inconvenience to COUNTY or COUNTY's adjoining property and to minimize the period of time that the surface of the easement area will be disturbed.
 6. COUNTY, its successors or assigns, agrees to indemnify, defend with counsel approved in writing by DISTRICT, and hold harmless DISTRICT, its elected and appointed officials, officers, agents and employees from any and all penalties, liabilities or losses resulting from claims or court actions arising directly or indirectly out of any injury to persons or damage to property by reason of the acts or omissions, intentional or otherwise, of COUNTY, its agents, employees or contractors employed by COUNTY in exercising any of the privileges herein reserved or in consequence thereof, including but not limited to claims for damages and cost of storm drain repair caused by COUNTY's, its agents', employees' or contractors employed by COUNTY's overloading of the existing underground storm drain (a reinforced concrete pipe designed for highway loading) permitted by the COUNTY and shall reimburse DISTRICT for the costs of said storm drain repair.
 7. Nothing in this deed is intended nor shall anything in this deed be construed to transfer to DISTRICT or its successors or assigns or to relieve COUNTY or its successors or assigns or predecessors in title of any responsibility or liability COUNTY or its successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law). Furthermore, DISTRICT may exercise its right under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from COUNTY or any others who are ultimately determined by a court of competent jurisdiction and/or a federal, state or local regulatory or administrative governmental agency or body having jurisdiction, to have responsibility for said hazardous or toxic substances or materials upon, within, or under the real property interests transferred pursuant to this deed. Notwithstanding the foregoing, DISTRICT shall be and remain liable for any hazardous or toxic substances or materials which become located, because of DISTRICT's operations,

upon, within, or under the real property interests transferred pursuant to this deed.

8. Unless otherwise provided in this easement deed, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

Dated: 10-20-09

COUNTY OF ORANGE

By: Jess A. Carbajal
Interim Director, OC Public Works
Pursuant to Section 1-4-225 of the Codified Ordinances of the County of Orange

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: [Signature]
Deputy

Date: 10-15-09

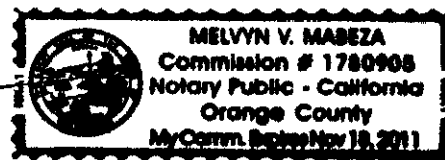
State of California)
County of ORANGE)

On October 20, 2009 before me, Melvyn V. Mabeza, Notary Public
(here insert name and title of the officer)
personally appeared Jess A. Carbajal,
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.

Signature: [Signature]



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, is hereby accepted by order of the Board of Supervisors of the County of Orange, California, acting as the governing board of the ORANGE COUNTY FLOOD CONTROL DISTRICT, pursuant to authority conferred by minute order dated June 21, 2005 of the said Board of Supervisors, and the ORANGE COUNTY FLOOD CONTROL DISTRICT consents to recordation thereof by its duly authorized officer.

ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

Dated: 10-20-09

By: 

Jess A. Carbajal,
Interim Director, OC Public Works
Pursuant to Minute Order Dated June 21, 2005

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

By: Thomas A. Miller

Deputy

Date: 10/15/09

EXHIBIT "A"

LEGAL DESCRIPTION

Storm Drain in Manchester Complex
Facility No.: E01P81
Parcel No.: 101

A strip of land, 30.00 feet wide, in that portion of Lot 28 of the Potts, Borden and Sidwell Tract, in the City of Orange, County of Orange, State of California, as shown on the map recorded in book 4, page 624 of Miscellaneous Records, records of Los Angeles County, California, lying 10.00 feet southerly and 20.00 feet northerly of the following described reference line:

Commencing at the centerline intersection of Metropolitan Drive and The City Drive (formerly Manchester Avenue) as shown on Record of Survey 2003-1006 filed in book 199, pages 1 through 16 of Records of Survey in the office of the County Recorder of said Orange County; thence S.00°41'08"W., 490.64 feet along said centerline of The City Drive to the beginning of a curve, concave westerly and having a radius of 2000.00 feet; thence Southerly 68.76 feet along said curve and said centerline through a central angle of 1°58'12"; thence radial to and leaving said centerline S.87°20'40"E., 37.59 feet to the beginning of a non-tangent curve, concave northeasterly and having a radius of 59.06 feet, a radial line of said curve to said point bears S.89°18'44"E., said beginning being the TRUE POINT OF BEGINNING; thence Southeasterly 91.76 feet along said curve through a central angle of 89°01'04"; thence S.88°19'48"E., 486.18 feet to the beginning of a curve, concave southerly and having a radius of 65.62 feet; thence Easterly 11.94 feet along said curve through a central angle of 10°25'18"; thence S.77°54'30"E., 21.04 feet to the southeasterly line of the land described in the deed to the County of Orange, recorded April 3, 2003 as Document No. 2003000369248 of said Official Records.

The sidelines of said strip shall be continued or shortened easterly to terminate on said southeasterly line of the land described in said last mentioned deed.

EXCEPT that portion lying within the land described as Parcel 102321-1 in a Grant Deed to the Orange County Transportation Authority recorded November 30, 2004 as Document No. 2004001062820 of said Official Records.

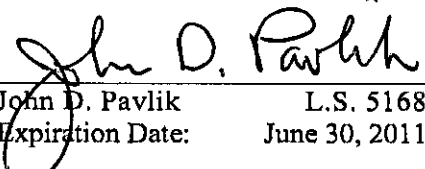
ALSO EXCEPT that portion lying within the land described as Parcel 1 in the Deed to the State of California recorded in book 6311, page 631 of said Official Records.

ALSO EXCEPT that portion lying within the land described in the deed to the State of California recorded November 27, 1961 in book 5923, page 1 of said Official Records.

Containing 0.395 Acres, more or less.

See EXHIBIT B attached and by reference made a part.

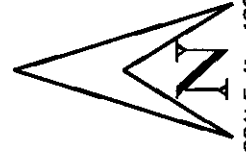
APPROVED

 Date: 10/8/09
John D. Pavlik L.S. 5168
Expiration Date: June 30, 2011



CURVE TABLE

(A)	$\Delta = 01^{\circ}58'12''$	R = 2000.00'	L = 68.76'
(B)	$\Delta = 01^{\circ}41'35''$	R = 2050.00'	L = 60.58'
(C)	$\Delta = 00^{\circ}58'27''$	R = 2050.00'	L = 34.85'
(D)	$\Delta = 89^{\circ}01'04''$	R = 59.06'	L = 91.76'
(E)	$\Delta = 10^{\circ}25'18''$	R = 65.62'	L = 11.94'

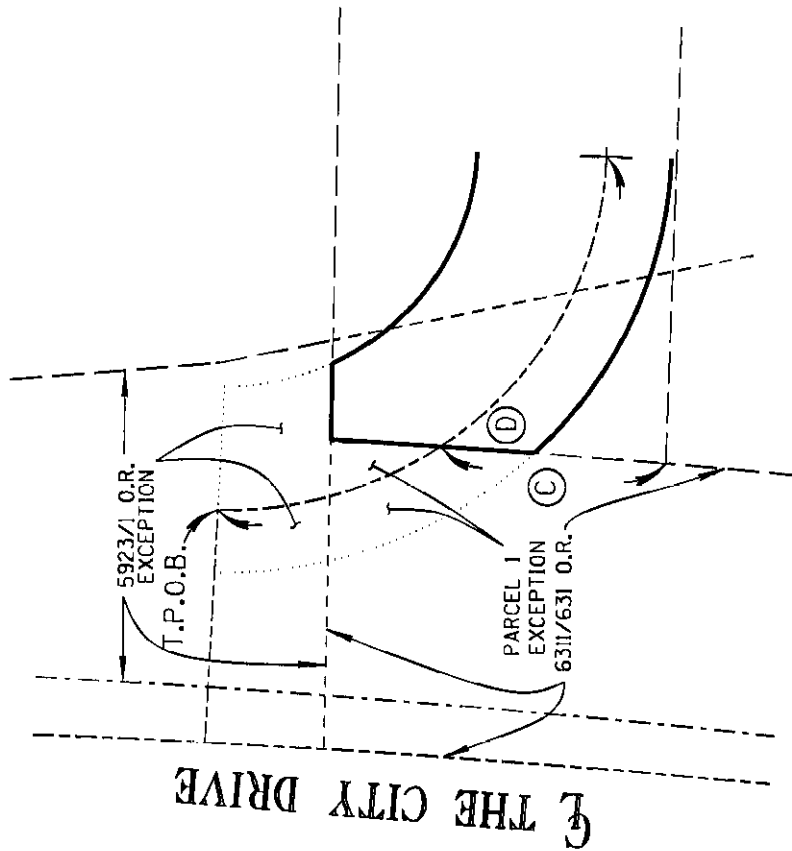


Sheet 1 of 2

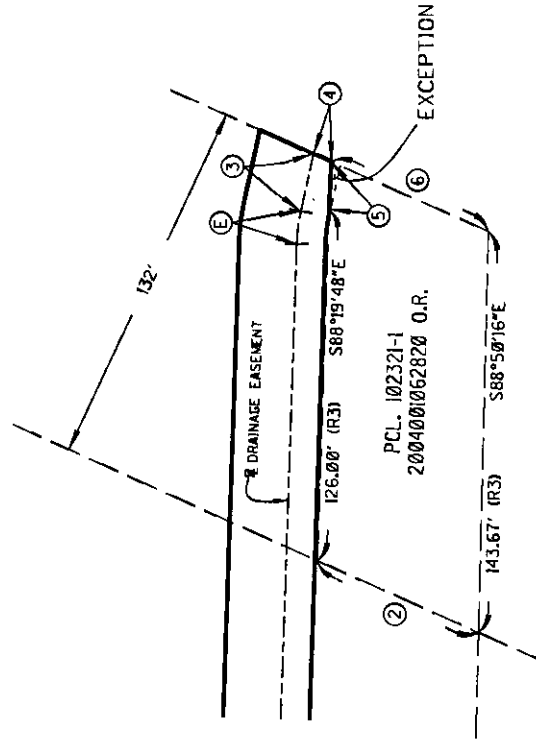
EXHIBIT "B"

STORM DRAIN EASEMENT

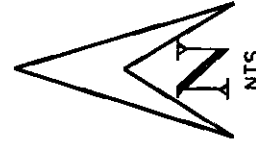
① = SLOPE AND UTILITY EASEMENT PER 63II/63I O.R.



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



Sheet 2 of 2

NOTE:
SEE SHEET 1 FOR CURVE AND COURSE TABLES.

COUNTY OF ORANGE
O C PUBLIC WORKS / D C ROAD AND FLOOD
GEOMATICS / LIS DIVISION

EXHIBIT "B"

STORM DRAIN EASEMENT