

Lawyers Title

When recorded mail to:
Mail Tax stmts to:
City Clerk's Office
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

**This document was electronically submitted
to the County of Riverside for recording**
Received by: AGONZALEZ

FREE RECORDING
This instrument is for the benefit
of the City of Riverside and is
entitled to be recorded without
fee (Government Code §6103)

612600124
Project: Santa Ana River Trunk Sewer - Phase II

FOR RECORDER'S OFFICE USE ONLY

POR. APN: 187-171-034 -4
TRA-009-002

D - 16996

DTT: EXEMPT (\$0)

EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RAYMUNDO ZEPEDA and GABRIELA ZEPEDA, husband and wife as joint tenants**, as Grantors, grant to the **CITY OF RIVERSIDE**, a California charter city and municipal corporation, as Grantee, its successors and assigns, an easement and right-of-way for the construction, reconstruction, maintenance, operation, inspection, repair, replacement, relocation, renewal and removal of **sanitary sewer facilities**, together with all necessary appurtenances, in, under, upon, over and along that certain real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Riverside, County of Riverside, State of California.


TOGETHER WITH the right to clear and keep clear said easement and right-of-way from any structures or trees, to enter upon and to pass and repass over and along said real property, and to deposit tools, implements and other material thereon by Grantee, its officers, agents and employees and by persons under contract with said Grantee and their officers, agents and


*Mail tax statements to:

D-16996

employees, whenever and wherever necessary for the purpose of constructing, reconstructing, maintaining, operating, inspecting, repairing, replacing, relocating, renewing and removing said *sanitary sewer facilities.*

Dated 5/8/2013


RAYMUNDO ZEPEDA


GABRIELA ZEPEDA

State of California

County of Riverside } ss

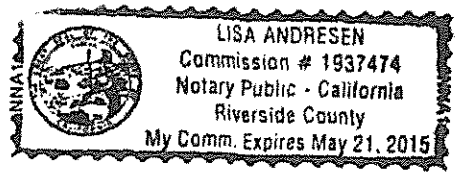
On 5/8/13, before me, Lisa Andresen,
notary public, personally appeared, Raymundo Zepeda, and
Gabriela Zepeda,

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.

Lisa Andresen
Notary Signature



**CERTIFICATE OF ACCEPTANCE
(Government Code Section §27281)**

THIS IS TO CERTIFY that the interest in real property conveyed by the within instrument to the City of Riverside, a California charter city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of said City pursuant to authority conferred by Resolution No. 21027 of said City Council adopted September 06, 2005 and the grantee consents to recordation thereof by its duly authorized officer.

Dated 5-21-13

CITY OF RIVERSIDE

By 
David Welch
Real Property Services Manager

187-171-034 SEWER EASEMENT.DOC

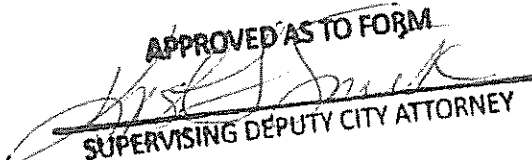
APPROVED AS TO FORM

SUPERVISING DEPUTY CITY ATTORNEY

EXHIBIT "A"

POR. A.P.N. 187-171-034
Sanitary Sewer Facilities Easement

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 2 of Evans Rio Rancho, as shown by map on file in Book 10, Pages 52 through 54 of Maps, records of said Riverside County, described as follows:

COMMENCING at the northeasterly corner of Lot 7 of El Rio Rancho, as shown by map on file in Book 29, Pages 41 and 42 of Maps, records of said Riverside County;

THENCE North $4^{\circ}05'55''$ East, along the northerly prolongation of the easterly line of said Lot 7, a distance of 22.07 feet to northerly line of that certain easement for sewers granted to the City of Riverside by document recorded January 10, 1958, in Book 2204, Page 579, et seq., of Official Records of said Riverside County;

THENCE North $89^{\circ}41'51''$ East, along said northerly line, a distance of 166.78 feet to an intersection with the westerly line of that portion of said Lot 2 being described in Grant Deed in favor of Roscoe B. Anderson, et ux., by document recorded July 9, 1957, as Instrument No. 49641 of Official Records of said Riverside County, and being the POINT OF BEGINNING of the parcel of land being described; said westerly line also being described as the northerly prolongation of the westerly line of Lot 5 of said El Rio Rancho per Certificate of Compliance document recorded April 2, 1997, as Instrument No. 110102 of Official Records of said Riverside County;

THENCE North $89^{\circ}41'51''$ East, continuing along said northerly line, a distance of 50.71 feet to an angle point in said northerly line;

THENCE North $85^{\circ}35'51''$ East, continuing along said northerly line, a distance of 304.60 feet to the northerly line of said Lot 2;

THENCE North $77^{\circ}40'21''$ West, along said northerly line of Lot 2, a distance of 41.96 feet;

THENCE South $85^{\circ}35'42''$ West, a distance of 264.42 feet;


THENCE South $89^{\circ}42'59''$ West, a distance of 50.79 feet to said westerly line of said parcel of land described in Grant Deed in favor of Roscoe B. Anderson, et ux.;

THENCE South 4°47'59" East, along said westerly line and along the westerly line of that certain parcel of land described said Certificate of Compliance, a distance of 12.09 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM any portion of said Lot 2 lying within that certain parcel of land described in Certificate of Compliance document recorded April 2, 1997, as Instrument No. 110101 of Official Records of said Riverside County.

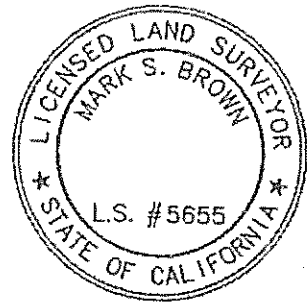
Area - 1091 square feet, more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/12/2012 Date Prep. Kap

Mark S. Brown, L.S. 5655

Date



CONSENT TO EASEMENT

This Consent to Easement (the "Consent") is made this 3 day of December, 2013, by and between Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender, its successors and assigns (the "Lender") and the City Of Riverside, a California charter city and municipal corporation (the "Grantee").

WITNESSETH

WHEREAS, the Lender is the beneficiary of that certain Deed of Trust granted by Raymundo Zepeda and Gabriela Zepeda (together, the "Grantor") to Lender, dated April 6, 2005 and recorded on April 15, 2005 in the official records of Riverside County, California at Document number 2005-0298875, encumbering certain real property (the "Property") described therein.


WHEREAS, the Grantor has granted to Grantee that certain Easement ("Easement") over a portion of the Property, which Easement is attached hereto and incorporated herein as Exhibit "A".

WHEREAS, Grantor and Grantee have requested that the Lender consent to the grant of such Easement and subordinate its Deed of Trust lien to the Grantee's rights under the Easement.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Lender consents to the grant of the Easement to Grantee and agrees that the Deed of Trust lien is subject to such Easement; provided however, that nothing contained in this provision shall operate to alter, change or modify the terms, provisions or conditions of the Deed of Trust, or any instrument described or referred to therein, or to release or affect the validity or priority of the lien, security interest and other rights of Lender arising under or by virtue of the Deed of Trust. The lien, security interest and other rights of the Lender to the Property by virtue of the Deed of Trust shall not be affected in any manner by the execution of this Consent other than to subordinate the lien to Grantee's rights under the Easement such that in the event the Lender forecloses its lien, Grantee's rights under the Easement shall not be extinguished.

Witness the following signature:

Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender, its successors and assigns

By: 
Name: James Di Paola
Title: Assistant Vice President

State of Texas
County of Collin

This instrument was acknowledged before me on 12-3-13 (date) by James Di Paola (name of signer), Assistant Vice President (title of signer) of Mortgage Electronic Registration Systems, Inc., as nominee for America's Wholesale Lender, its successors and assigns (corporation) a Delaware (state of incorporation) corporation (or other entity), on behalf of said corporation (or other entity).

Elvia C. Cavazos (signature of notary)
Notary Public (title)

My commission expires: 3-3-15

