

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

510 B



**FROM:** County Counsel/TLMA  
Code Enforcement Department

**SUBMITTAL DATE:**  
Oct. 21, 2010

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure & Accumulated Rubbish]  
Case No : CV 10-00107 (RITER)  
Subject Property: 14670 Gilman Springs Rd., Moreno Valley; APN: 422-150-006  
District: 5

**RECOMMENDED MOTION:** Move that:

1. The substandard structure (dwelling) on the real property located at 14670 Gilman Springs Road, Moreno Valley, Riverside County, California, APN: 422-150-006 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. Fred Riter, the owner of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

Departmental Concurrence

*Karin Watts-Bazan for*  
L. ALEXANDRA FONG, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

(Continued)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Tina Grande*  
Tina Grande

**County Executive Office Signature**

- |                                     |         |
|-------------------------------------|---------|
| <input checked="" type="checkbox"/> | Policy  |
| <input checked="" type="checkbox"/> | Policy  |
| <input type="checkbox"/>            | Consent |
| <input type="checkbox"/>            | Consent |

Dept's Recomm.:  
Per Exec. Ofc.:

3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
4. The accumulation of rubbish on the real property located at 14670 Gilman Springs Rd., Moreno Valley, Riverside County, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
5. Fred Riter, the owner of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days
6. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the substandard structure and accumulation of rubbish by removing and disposing of the same from the real property.
7. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
8. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structure and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 457 and 541, and constitutes a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

**BACKGROUND:**

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on February 5, 2010.
2. The inspection revealed a substandard structure (dwelling) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: lack of improper water closet, lavatory, bathtub, shower or kitchen sink; lack of hot and cold running water to plumbing fixtures; lack of required electrical lighting; lack of adequate heating facilities; members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; dampness of habitable rooms; faulty weather protection; general dilapidation or improper maintenance; abandoned, vacant, public and attractive nuisance. The inspection also revealed the accumulation of rubbish (approximately 4,221 square feet) on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following materials: trash bags, flower pots, window screen, automotive tires; drywall, green waste, bicycle tires, box springs, broken furniture and household rubbish.
3. Subsequent inspections of the above-described real property on March 16, 2010, May 27, 2010 and Oct. 18, 2010, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.
4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for substandard structure and accumulation of rubbish.

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** County Counsel/TLMA  
Code Enforcement Department

**SUBMITTAL DATE:**  
Oct. 21, 2010

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure & Accumulated Rubbish]  
Case No : CV 10-00107 (RITER)  
Subject Property: 14670 Gilman Springs Rd., Moreno Valley; APN: 422-150-006  
District: 5

**RECOMMENDED MOTION:** Move that:

1. The substandard structure (dwelling) on the real property located at 14670 Gilman Springs Road, Moreno Valley, Riverside County, California, APN: 422-150-006 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. Fred Riter, the owner of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

*Karin Watts-Bazan for*  
\_\_\_\_\_  
L. ALEXANDRA FONG, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

(Continued)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**County Executive Office Signature**

- |                 |                                  |  |
|-----------------|----------------------------------|--|
| Dep't Recomm.:  | <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |
| Per Exec. Ofc.: | <input type="checkbox"/> Consent | <input type="checkbox"/> Policy            |

Departmental Concurrence

3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
4. The accumulation of rubbish on the real property located at 14670 Gilman Springs Rd., Moreno Valley, Riverside County, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
5. Fred Riter, the owner of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days
6. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the substandard structure and accumulation of rubbish by removing and disposing of the same from the real property.
7. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
8. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structure and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 457 and 541, and constitutes a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

**BACKGROUND:**

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on February 5, 2010.
2. The inspection revealed a substandard structure (dwelling) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: lack of improper water closet, lavatory, bathtub, shower or kitchen sink; lack of hot and cold running water to plumbing fixtures; lack of required electrical lighting; lack of adequate heating facilities; members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; dampness of habitable rooms; faulty weather protection; general dilapidation or improper maintenance; abandoned, vacant, public and attractive nuisance. The inspection also revealed the accumulation of rubbish (approximately 4,221 square feet) on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following materials: trash bags, flower pots, window screen, automotive tires; drywall, green waste, bicycle tires, box springs, broken furniture and household rubbish.
3. Subsequent inspections of the above-described real property on March 16, 2010, May 27, 2010 and Oct. 18, 2010, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.
4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for substandard structure and accumulation of rubbish.

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**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

3 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 10-00107  
4 [SUBSTANDARD STRUCTURE AND )  
5 ACCUMULATED RUBBISH]; APN 422-150-006, ) DECLARATION OF OFFICER  
6 14670 GILMAN SPRINGS ROAD, MORENO ) JACOB DIETRICH  
7 VALLEY, COUNTY OF RIVERSIDE, STATE OF )  
CALIFORNIA; FRED RITER, OWNER. ) [R.C.O. No. 457, RCC Title 15]  
[R.C.O. No. 541, RCC Chapter 8]

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8 I, Jacob Dietrich, declare that the facts set forth below are personally known to me except to  
9 the extent that certain information is based on information and belief which I believe to be true and if  
10 called as a witness, I could and would competently testify under oath:

11 1. I am currently employed by the Riverside County Code Enforcement Department as a  
12 Code Enforcement Officer. My current official duties as a Code Enforcement Officer include  
13 inspecting property for violations and enforcement of the provisions of Riverside County  
14 Ordinances.

15 2. I am informed and believe and based thereon allege that on February 5, 2010, Code  
16 Enforcement Officer Pike conducted an initial inspection of the real property known as 14670  
17 Gilman Springs Road, Moreno Valley, within the unincorporated area of Riverside County,  
18 California, which is further described as Assessor's Parcel Number 422-150-006 (hereinafter referred  
19 to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the  
20 approximate location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein  
21 by reference.

22 3. A review of County records and documents indicate that THE PROPERTY was  
23 owned by Fred Riter (hereinafter referred to as "OWNER") at the time of the inspection referenced  
24 in paragraph number 2 above. A certified copy of the County Equalized Assessment Roll for the year  
25 2009-2010 and a copy of the County Geographic Information System ("GIS") report are attached  
26 hereto as Exhibit "B" and incorporated herein by reference.

27 4. Based on the Lot Book Report from RZ Title Company dated February 16, 2010 and  
28 updated on June 23, 2010, it is determined that additional parties potentially hold a legal interest in

1 THE PROPERTY, to wit: Camelia Gutierrez, Recontrust Company, Secured Bankers Mortgage  
2 Company, Mortgage Electronic Registration Systems, Inc., and Bank of America, N.A. (hereinafter  
3 collectively referred to as "INTERESTED PARTIES"). True and correct copies of the Lot Book  
4 Reports are attached hereto as Exhibit "C" and incorporated herein by this reference.

5 5. I am informed and believe and based thereon allege that on February 5, 2010, Code  
6 Enforcement Officer Pike conducted an initial inspection of THE PROPERTY on which he observed  
7 a dwelling in a state of general dilapidation. THE PROPERTY was unfenced with no signs posted to  
8 restrict access. He observed the following conditions which cause the structure to be substandard  
9 and THE PROPERTY to constitute a public nuisance in violation of the provisions set forth in  
10 Riverside County Ordinance 457, as codified in Riverside County Code Title 15:

- 11 1) Lack of improper water closet, lavatory, bathtub, shower or kitchen sink;
- 12 2) Lack of hot and cold running water to plumbing fixtures;
- 13 3) Lack of required electrical lighting;
- 14 4) Lack of adequate heating facilities;
- 15 5) Members of walls, partitions or other vertical supports that split, lean, list or buckle  
due to defective materials or deterioration;
- 16 6) Members of ceiling, roofs, ceiling and roof supports or other horizontal members  
which sag, split, or buckle due to defective material or deterioration;
- 17 7) Dampness of habitable rooms;
- 18 8) Faulty weather protection;
- 19 9) General dilapidation or improper maintenance
- 20 10) Abandoned/vacant;
- 21 11) Public and attractive nuisance:

22 6. During the initial inspection on February 5, 2010, Officer Pike also observed large  
23 amounts of accumulated rubbish on THE PROPERTY including, but not limited to: trash bags,  
24 flower pots, a window screen, automotive tires, drywall, green waste, bicycle tires, box springs,  
25 broken furniture and household rubbish. The total area of the accumulated rubbish was  
26 approximately four thousand two hundred twenty-one (4,221) square feet. This condition causes  
27 THE PROPERTY to constitute a public nuisance in violation of Riverside County Ordinance No.  
28 541, as codified in Riverside County Code Chapter 8. Officer Pike posted a Notice of Defects,  
Notices of Violations (RCC 15.16.020 Substandard Structure and RCC 8.120 Accumulation of  
Rubbish), a "Danger Do Not Enter" sign, and a "Do Not Dump" sign on THE PROPERTY.

7. A site plan and photographs reflecting the substandard condition of the structure and  
the accumulated rubbish on THE PROPERTY are attached hereto as Exhibit "D" and incorporated



1 herein by reference.

2 8. True and correct copies of each Notice issued in this matter and other supporting  
3 documentation are attached hereto as Exhibit "E" and incorporated herein by reference.

4 9. On August 5, 2010, a Notice of Noncompliance for the substandard structure and  
5 accumulated rubbish was recorded against THE PROPERTY as instrument number 2010-0368819.  
6 A true and correct copy of the recorded Notice of Noncompliance is attached hereto and incorporated  
7 by reference as Exhibit "F".

8 10. On February 16, 2010, Notices of Violations (RCC 15.16.020 Substandard Structure  
9 and RCC 8.120 Accumulation of Rubbish) were mailed to OWNER and on March 19, 2010 were  
10 mailed to INTERESTED PARTIES by certified mail, return receipt requested.

11 11. On March 4, 2010, I received a telephone call from OWNER requesting an extension  
12 of time to correct the violations. I explained that there are extended time frames built into the  
13 abatement process and denied his extension request.

14 12. On March 16, 2010 and May 27, 2010, I conducted follow up inspections of THE  
15 PROPERTY. During my March 16, 2010 inspection, I observed that THE PROPERTY appeared  
16 worse than the initial inspection. Accumulated rubbish remained on THE PROPERTY, the structure  
17 remained in a general state of dilapidation, and THE PROPERTY continued to constitute a public  
18 nuisance in violation of RCO 457 and 541.

19 13. I am informed and believe, and based upon said information and belief, allege that  
20 OWNER does not have legal authority or permission to store or accumulate the above described  
21 materials on THE PROPERTY.

22 14. Based upon my experience, knowledge and visual observations, it is my  
23 determination that the substandard structure and accumulation of rubbish on THE PROPERTY  
24 create an extreme health, safety, fire and structural hazard to the neighbors and general public and  
25 constitutes a public nuisance in violation of the provisions set forth in Riverside County Ordinance  
26 Nos. 457 and 541.

27 15. On Oct. 13, 2010, the "Notice to Correct County Ordinance Violations and Abate  
28 Public Nuisance" providing notification of the Board of Supervisors hearing scheduled for

1 November 2, 2010, as required by Riverside County Ordinance No. 725, was mailed to OWNER and  
2 INTERESTED PARTIES by certified mail, return receipt requested and on Oct. 18, 2010 was posted  
3 on THE PROPERTY. True and correct copies of the notice, return receipt cards, together with the  
4 proof of service and the affidavit of posting of notices are attached hereto as Exhibit "G" and  
5 incorporated herein by reference.

6 16. A follow-up inspection on Oct. 18, 2010 revealed that THE PROPERTY remains in  
7 violation.

8 17. Significant rehabilitation, removal and/or demolition of the substandard structure and  
9 removal and disposal of all structural materials, rubbish and debris are required to abate the public  
10 nuisance and bring THE PROPERTY into compliance with Riverside County Ordinance Number  
11 457 (RCC Title 15), the Health and Safety, Uniform Housing, Administrative and Abatement of  
12 Dangerous Buildings Codes. In addition, the removal and disposal of all rubbish on THE  
13 PROPERTY is required to bring THE PROPERTY into compliance with Riverside County  
14 Ordinance No. 541.

15 18. Accordingly, the following findings and conclusions are recommended:

16 (a) The structure be condemned as a substandard building, public and attractive  
17 nuisance;

18 (b) The OWNER, or whoever has possession or control of THE PROPERTY, be  
19 required to rehabilitate or demolish said structure, including the removal and disposal of all structural  
20 debris and materials, on THE PROPERTY in strict accordance with the provisions of Riverside  
21 County Ordinance No. 457 (RCC Title 15);

22 (c) The OWNER, or whoever has possession or control of THE PROPERTY, be  
23 ordered to ascertain the existence or non-existence of asbestos containing materials in said structures  
24 by survey and materials sample testing through the Industrial Hygiene Specialist of the Riverside  
25 County Health Department, Division of Special Services; and, prior to the abatement ordered in  
26 subsection (b) above, to secure the removal and disposal of all asbestos containing materials  
27 discovered through such survey and testing by contract with a duly certified and licensed contractor  
28 for the handling of such materials to avoid citations and/or fines by South Coast Air Quality

1 Management District ("SCAQMD") pursuant to SCAQMD Rule NO. 1403;

2 (d) If the substandard structure is not razed, removed and disposed of, or  
3 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to  
4 Riverside County Ordinance No. 457 (RCC Title 15), within ninety (90) days after the posting and  
5 mailing of the Board's Order and Findings, the substandard structure and contents therein shall be  
6 abated by representatives of the Riverside County Code Enforcement Department, a contractor, or  
7 the Sheriff's Department upon receipt of an owner's consent or a Court Order, where necessary under  
8 applicable law, authorizing entry onto THE PROPERTY; and

9 (e) The accumulation of rubbish on THE PROPERTY be deemed and declared a  
10 public nuisance;

11 (f) The OWNER, or whoever has possession or control of THE PROPERTY, be  
12 required to remove all rubbish on THE PROPERTY in strict accordance with the provisions of  
13 Riverside County Ordinance No. 541;

14 (g) If the materials are not removed and disposed of in strict accordance with all  
15 Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541  
16 (RCC Title 8), within ninety (90) days after the posting and mailing of the Board's Order and  
17 Findings, the rubbish shall be abated by representatives of the Riverside County Code Enforcement  
18 Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court  
19 Order, where necessary under applicable law, authorizing entry onto THE PROPERTY; and

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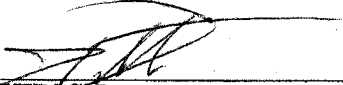
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(h) Reasonable costs of abatement, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457 and 725 (RCC Titles 15 and 1 respectively).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 18 day of OCTOBER, 2010, at MORENO VALLEY

California.

  
\_\_\_\_\_  
JACOB DIETRICH  
Code Enforcement Officer  
Code Enforcement Department

SEE 718 MAP

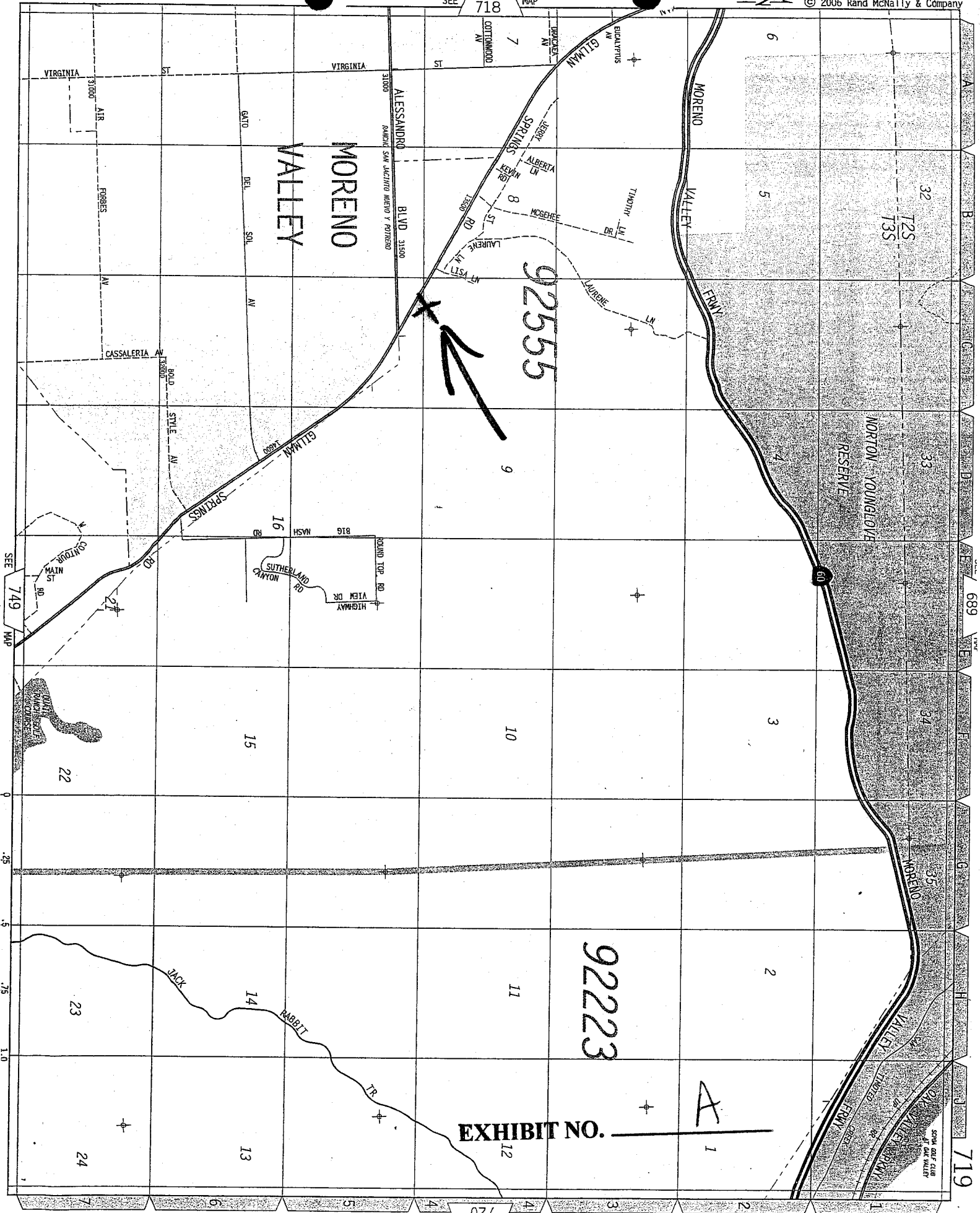


EXHIBIT NO. \_\_\_\_\_

A

719

689

SEE 720 MAP

RTVERSIDE CO.

SOILS OF THE MORENO VALLEY

Assessment Roll For the 2009-2010 Tax Year as of January 1,2009

Assessment #422150006-4

Parcel # 422150006-4

<b>Assessee:</b>	RITER FRED	<b>Land</b>	95,000
<b>Mail Address:</b>	14670 GILMAN SPRINGS RD MORENO VALLEY CA 92555	<b>Structure</b>	167,000
<b>Real Property Use Code:</b>	R1	<b>Full Value</b>	262,000
<b>Base Year</b>	2006	<b>Homeowners' Exemption</b>	7,000
<b>Conveyance Number:</b>	0871246	<b>Total Net</b>	255,000
<b>Conveyance (mm/yy):</b>	10/2005		
<b>PUI:</b>	R010012		
<b>TRA:</b>	91-020		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 3 RS 035/033		
<b>Situs Address:</b>	14670 GILMAN SPRINGS RD MORENO VALLEY CA 92555		

**View Parcel Map**

EXHIBIT NO.     B



**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: RS 35/33  
SUBDIVISION NAME: NOT AVAILABLE  
LOT/PARCEL: 3, BLOCK: NOT AVAILABLE  
TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 2.5 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 2872 SQFT., 4 BDRM/ 3 BATH, 1 STORY, ATTACHED GARAGE(918 SQ. FT), CONST'D 1987TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 719 GRID: C4, C5

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
CITY SPHERE: MORENO VALLEY  
ANNEXATION DATE: OCT. 26, 2006  
LAFCO CASE #: 2006-21-1&5  
NO PROPOSALS

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

**SUPERVISORIAL DISTRICT (ORD. 813)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T3SR2W SEC 8

**ELEVATION RANGE**

1636/1672 FEET

**PREVIOUS APN**

NO DATA AVAILABLE

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**PLANNING**

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**LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.  
RC-EDR

**AREA PLAN (RCIP)**

RECHE CANYON / BADLANDS

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

W-2-1

**ZONING DISTRICTS AND ZONING AREAS**

EDGEMONT-SUNNYMEAD DISTRICT

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**

NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**



NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**  
NOT IN AN AIRPORT COMPATIBILITY ZONE

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## **ENVIRONMENTAL**

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**CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA**  
NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**  
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**  
NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**  
NOT IN A CELL

**HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)**  
NONE

**VEGETATION (2005)**  
Developed/Disturbed Land

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## **FIRE**

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**HIGH FIRE AREA (ORD. 787)**  
IN HIGH FIRE AREA - Grading And Building Permit Applications Require Fire Dept Clearance Prior To Permit Issuance.

**FIRE RESPONSIBILITY AREA**  
STATE RESPONSIBILITY AREA

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## **DEVELOPMENT FEES**

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**CVMSHCP FEE AREA (ORD. 875)**  
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**  
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

**ROAD & BRIDGE DISTRICT**  
NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**  
NOT WITHIN THE EASTERN TUMF FEE AREA

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**  
IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION.PASS

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**  
RECHE CANYON/BADLANDS

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**  
IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

**DEVELOPMENT AGREEMENTS**  
NOT IN A DEVELOPMENT AGREEMENT AREA

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## **TRANSPORTATION**

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**CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**  
IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT THE TRANSPORTATION DEPT. PERMITS SECTION AT (951) 955-6790 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

**ROAD BOOK PAGE**  
87

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NOT IN A TRANSPORTATION AGREEMENT

**CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**  
NOT IN A CETAP CORRIDOR.

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## ***HYDROLOGY***

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### **FLOOD PLAIN REVIEW**

THIS PARCEL MAY BE SUBJECT TO A FLOOD MANAGEMENT REVIEW. CONTACT THE FLOOD PLAIN MANAGEMENT SECTION AT (951) 955-1200.

### **WATER DISTRICT**

EMWD

### **FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

### **WATERSHED**

SAN JACINTO VALLEY

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## ***GEOLOGIC***

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### **FAULT ZONE**

NOT IN A FAULT ZONE

### **FAULTS**

WITHIN A 1/2 MILE OF  
CLAREMONT FAULT  
SAN JACINTO FAULT  
SAN JACINTO FAULTS  
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.

### **LIQUEFACTION POTENTIAL**

MODERATE

### **SUBSIDENCE**

ACTIVE

### **PALEONTOLOGICAL SENSITIVITY**

HIGH SENSITIVITY (HIGH B).  
SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE.  
THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.

---

## ***MISCELLANEOUS***

---

### **SCHOOL DISTRICT**

SAN JACINTO UNIFIED

### **COMMUNITIES**

BADLANDS

### **COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

### **LIGHTING (ORD. 655)**

ZONE B, 41.27 MILES FROM MT. PALOMAR OBSERVATORY

### **2000 CENSUS TRACT**

043805

### **FARMLAND**

OTHER LANDS

### **TAX RATE AREAS**

091-020

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUN WATER IMP DIST 3
- EASTERN MUNICIPAL WATER

- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO UNIFIED SCHOOL
- VALLEY WIDE REC & PARK

**SPECIAL NOTES**  
NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV1000107	ABATEMENT	Jan. 6, 2010
CV1000958	NEIGHBORHOOD ENFORCEMENT	Feb. 8, 2010

**BUILDING PERMITS**

**ENVIRONMENTAL HEALTH PERMITS**  
NO ENVIRONMENTAL PERMITS

**PLANNING PERMITS**

Case #	Description	Status
MT035304	POR RS 35/33 - PP18039	PAID
CFG02396	F&G FOR EA38751 (PP18039)	PAID
EA38751	EA FOR PP18039 75 FT MONOPINE TOWER	APPROVED
PP18039	INSTALL 60 FT MONOPINE TO HOUSE 12 ANTENNAS	APPROVED
MT037100	PP18039 - POR RS 35/33	PAID
MT037101	PP18039 PRO RS 35/33	PAID

REPORT PRINTED ON...Wed Jun 02 16:25:03 2010  
Version 100412





P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 21617

Reference: CV10-00107 / Bre

---

Document No. 2010-0102919

Notice of Trustee's Sale Recorded 04/06/2010

Document No. 2010-0156003

Date of Sale 04/29/2010

Notice of Rescission of Declaration of Default

Document No. 2010-0260638

Recorded 06/07/2010

NO OTHER EXCEPTIONS

When recorded please mail to:  
Riverside County Code Enforcement Department  
(District 5 Office)  
24318 Hemlock Avenue, Suite C-1  
Moreno Valley, CA 92557  
Mail Stop No. 5002

DOC # 2010-0102919  
03/05/2010 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



ode  
M  
006

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
Tower Entity 4 LLC )

Case No. CV10-00107 )

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 9.32.030) described as Graffiti, Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as Accumulated Rubbish and Riverside County Ordinance No. 457, (RCC Title 15.16.020) described as Substandard structure (quality lower than prescribed by law). Such Proceedings are based upon the noncompliance of such real property, located at 14670 Gilman Springs Road, Moreno Valley, CA, and more particularly described as Assessor's Parcel Number 422-150-006 and having a legal description of 2.50 ACRES IN PAR 3 RS 035/033, Records of Riverside County, with the requirements of Ordinance No. 457, 541 & 457 (RCC Title 9.32.030, 8.120.010 & 15.16.020).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California, Attention Code Enforcement Officer James Pike.

NOTICE IS FURTHER GIVEN in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

By Mary Overholt  
Mary Overholt  
Code Enforcement Department

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

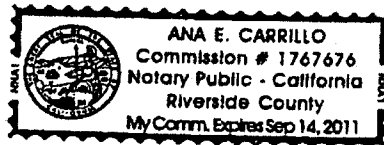
On 02/18/10 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

Ana E. Carrillo

Commission # 1767676      Comm. Expires Sep. 14, 2011



Public Record

**LANDSAFE TITLE**

**RECORDING REQUESTED BY:**  
**RECONTRUST COMPANY**  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063

**DOC # 2010-0156003**  
04/06/2010 08:00A Fee:21.00  
Page 1 of 2  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

**WHEN RECORDED MAIL TO:**  
**RECONTRUST COMPANY**  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063  
TS No. 09-0162147  
Title Order No. 09-8-499314



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APN No. 422-150-006-4

**NOTICE OF TRUSTEE'S SALE**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 10/06/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

21-8  
T  
039

Notice is hereby given that RECONTRUST COMPANY, N.A., as duly appointed trustee pursuant to the Deed of Trust executed by FRED RITER, AN UNMARRIED MAN, dated 10/06/2005 and recorded 10/21/2005, as Instrument No. 2005-0871247, in Book , Page of Official Records in the office of the County Recorder of RIVERSIDE County, State of California, will sell on 04/29/2010 at 10:00 AM, At the Main Street entrance to the County Courthouse, 4050 Main Street, Riverside, CA 92501

at public auction, to the highest bidder for cash or check as described below, payable in full at time of sale, all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and as more fully described in the above referenced Deed of Trust. The street address and other common designation, if any, of the real property described above is purported to be: 14670 GILMAN SPRINGS ROAD, MORENO VALLEY AREA, CA 92555. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

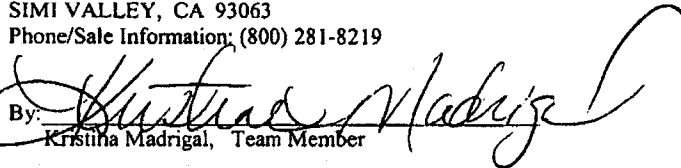
The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$645,066.05. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state.

Said sale will be made, in an "AS IS" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Trustee's Sale duly recorded with the appropriate County Recorder's office.

RECONTRUST COMPANY  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063  
Phone/Sale Information: (800) 281-8219

By:   
Kristina Madrigal, Team Member

RECONTRUST COMPANY, N.A. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

Form nos (07/01)

Public Record

09-162147

Fred Riter  
469 W Clark Dr Unit 20  
Canyon Lake, TX 78133

Property Address:  
14670 Gilman Springs Road  
Moreno Valley Area, CA 92555

### CALIFORNIA DECLARATION

I, Amy Flusche, of BAC Home Loans Servicing, LP, declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

BAC Home Loans Servicing, LP, has obtained from the Commissioner of Corporations a final order of exemption pursuant to California Civil Code Section 2923.53 that is current and valid on the date the accompanying Notice of Sale is filed.

**AND**

The timeframe for giving Notice of Sale specified in subdivision (a) of Civil Code Section 2923.52 does not apply pursuant to Section 2923.52 (b).

01/19/2010 Ft Worth, TX  
Date and Place

Amy Flusche  
Name of Signor

Team Manager  
Title and/or Position

  
Signature

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.

CA Dec AB No 7 11214 07/29/2009

Public Record



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CAMELIA GUTIERREZ  
39542 SUNROSE DRIVE  
MURRIETA, CA 92562

DOC # 2010-0260638

06/07/2010 08:00A Fee:18.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



TS No. 09-0159999

Title Order No. 09-8-493314

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**NOTICE OF RESCISSION OF DECLARATION OF DEFAULT  
AND DEMAND FOR SALE AND OF NOTICE OF DEFAULT**

18

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042

NOTICE IS HEREBY GIVEN: That RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 07/30/2008, executed by CAMELIA GUTIERREZ,, AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, recorded 08/07/2008 as Instrument No. 2008-0435087 in Book Page , of Official Records in the Office of the Recorder of Riverside County, California describing land therein as more fully described on the above referenced deed of trust.

said obligations including one note for the sum of \$185,038.00.

Whereas, the current beneficiary under that certain Deed of Trust hereinabove described,, heretofore delivered to the Trustee thereunder written Declaration of Default and Demand for Sale; and Whereas Notice was heretofore given of the breach of obligations for which said Deed of Trust is security, and of election to cause to be sold the property therein described; and Whereas a Notice of Default was recorded on 11/02/2009 in the office of the Recorder of Riverside County, California, Instrument No. 2009-0565091, in Book \_\_\_\_\_, Page \_\_\_\_\_, of Official Records.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the current Trustee, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Default and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default--past, present or future--under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given.

RECONTRUST COMPANY, N.A. CORPORATION, AS AGENT FOR THE  
BENEFICIARY

Dated: June 03, 2010

By: *[Signature]*  
George De Guzman, Team Member

Form rescind (03/01)

Public Record



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

## Lot Book Report

Order Number: **21231**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT  
4080 Lemon Street  
Riverside CA 92501

Order Date: 2/16/2010  
Dated as of: 2/9/2010  
County Name: Riverside

Attn: Brent Steele  
Reference: CV10-00107 / James Pike  
IN RE: TOWER ENTITY 4 LLC

FEE(s):  
Report: \$114.00

Property Address: 14670 Gilman Springs Road  
Moreno Valley CA 92555

Assessor's Parcel No. : 422-150-006-4

**Assessments:**

Land Value:	\$95,000.00
Improvement Value:	\$167,000.00
Exemption Value:	\$7,000.00
Total Value:	\$255,000.00

## Tax Information

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$1,422.14
Penalty	\$142.19
Status	NOT PAID-DELINQUENT
Second Installment	\$1,422.14
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 21231  
Reference: CV10-00107 / Ja

## Property Vesting

The last recorded document transferring title of said property

Dated	09/08/2005
Recorded	10/21/2005
Document No.	2005-0871246
D.T.T.	\$756.80
Grantor	Travis Eubanks and Barbara I. Eubanks, husband and wife as joint tenants
Grantee	Fred Riter, an unmarried man

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	10/06/2005
Recorded	10/21/2005
Document No.	2005-0871247
Amount	\$550,400.00
Trustor	Fred Riter, an unmarried man
Trustee	T.D. Service Co., a California Corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Secured Bankers Mortgage Company

Notice of Default Recorded	11/02/2009
Document No.	2009-0565091

Assignment Dated	10/29/2009
Recorded	12/01/2009
Document No.	2009-0616045
Assigned to	HSBC Bank USA, National Association, as Trustee for Luminent Mortgage Trust 2006-2 Trust Fund

Position No.	2nd
--------------	-----



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 21231

Reference: CV10-00107 / Ja

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A Line of Credit Deed of Trust Dated	02/03/2006
Recorded	02/23/2006
Document No.	2006-0131414
Amount	\$77,300.00
Trustor	Fred Riter, an unmarried person aka Frederick T. Riter
Trustee	PRLAP, INC.
Beneficiary	Bank of America, NA
Modification of Deed of Trust Recorded	03/26/2007
Document No.	2007-0203553
Modified to	Increase the Loan amount from \$77,300.00 to 109,800.00.

### Additional Information

Document Type	Subordination, Non-Disturbance and Attornment Agreement
Document No.	2005-0871245
Recorded	10/21/2005
Document Type	Assignment of Lease
Document No.	2006-0112805
Recorded	02/15/2006
Document Type	Assignment and Assumption of Lease
Document No.	2009-0064252
Recorded	02/10/2009
Document Type	Memorandum of Agreement
Document No.	2009-0307089
Recorded	06/17/2009
Document Type	Memorandum of Agreement
Document No.	2009-0358346
Recorded	07/10/2009
Document Type	Assignment and Assumption of Ground Lease
Document No.	2009-0472703
Recorded	09/10/2009



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 21231  
Reference: CV10-00107 / Ja

Document Type

Document No.

Recorded

## Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

PARCEL 3 OF RECORD OF SURVEY ENTITLED RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 35, PAGE(S) 33 THROUGH 36 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



RECORDING REQUESTED BY:  
SOUTHLAND TITLE COMPANY

4 AND WHEN RECORDED, MAIL TO:  
FRED RITER  
14670 GILMAN SPRINGS ROAD  
MORENO VALLEY, CA 92555

DOC # 2005-0871246

10/21/2005 08:00A Fee:32.00

Page 1 of 6 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



65622351-CA

TRA# 080

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### GRANT DEED

ASSESSOR'S PARCEL NO.: 422-150-006-4 The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS: \$ 756<sup>80</sup>  
 TITLE ORDER NO.: 65622351 County City  
 ESCROW NO.: 732-NB  
 computed on the full value of the interest of property conveyed, or  
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
 OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TRAVIS EUBANKS and BARBARA I. EUBANKS, HUSBAND AND WIFE AS JOINT TENANTS

hereby GRANT(S) to FRED RITER, AN UNMARRIED MAN

all that real property situated in the Unincorporated area of MORENO VALLEY, County of RIVERSIDE, State of CA, described as: PARCEL A:

PARCEL 3 OF RECORD OF SURVEY ENTITLED RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 35, PAGE(S) 33 THROUGH 36 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

COMPLETELY SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated September 8, 2005

5

GRANT DEED PAGE 2 OF 2

State of California

County of Riverside

On September 14, 2005, Before me Linda M. Garcia

Personally appeared Travis Eubanks and LG  
Barbara I. Eubanks

Personally known to me (or provided 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.

WITNESS my hand and official seal

Linda M. Garcia

Signature

Travis H. Eubanks  
TRAVIS EUBANKS

Barbara I. Eubanks  
BARBARA I. EUBANKS



(This area for official notary seal)

MAIL TAX STATEMENTS TO:  
FRED RITER  
14670 GILMAN SPRINGS ROAD  
MORENO VALLEY, CA 92555



# CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document.

( Print or Type the page number(s) and Wording below ):

" See Attached Document For Clarity "

Riverside

Linda M. Garcia

Travis Eubanks and

Barbara I. Eubanks

DATE: 10 1 20 1 05

SIGNATURE: 

3  
UNDER THE PROVISIONS OF GOVERNMENT CODE 23761.7. I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: LINDA M. Garcia  
COMMISSION NUMBER: 1422233  
COUNTY WHERE BOND IS FILED: Riverside  
STATE WHERE BOND IS FILED: CA  
DATE COMMISSION EXPIRES: 6-5-07  
PLACE OF EXECUTION: Riverside

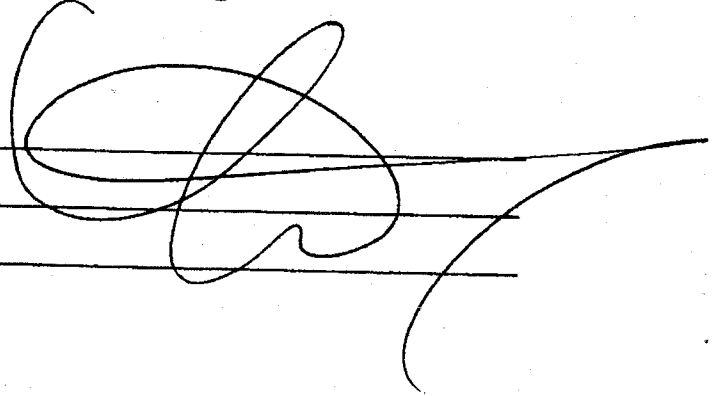
DATE: 10-4-05  
SIGNATURE:   
PRINT NAME: TIFFANY TOLSON

EXHIBIT "A"

Parcel A:

Parcel 3 of Record of Survey entitled Record of Survey of a portion of Fractional Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by Map on file in Book 35, Page(s) 33 through 36 inclusive of Maps, in the office of the County Recorder of said County.

Reserving therefrom easements for ingress, egress and utility purposes over that portion thereof within the road easements as shown on said Map.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet, but with no right of surface entry, as provided in deeds of record.

Parcel B:

An easement for equestrian purposes over those portions of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, lying within the natural washes indicated on said Map as "Water Course" as shown on Parcels 6, 36 through 41, 43 and 55 through 59, inclusive of Records of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

Parcel C:

An easement for equestrian purposes over that portion of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

The Southwesterly 15.00 feet of Parcel 43 of Record of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records, excepting therefrom that portion lying within Parcel B, above.

Excepting therefrom any portion described in Parcel A herein.

Parcel D:

An easement for ingress, egress and equestrian purposes over those portions lying within Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

ORDER NO. 65622351

The Westerly and Northwesterly 20.00 feet of Parcels 25, 27, 28 and 29 as shown on Record of Survey on file in Book 35, Pages 3 through 36 inclusive of Record of Survey, Riverside County Records.

The Westerly 27.00 feet of Parcels 30 through 33 inclusive as shown on Record of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

Said land is also situated in the unincorporated area of Riverside County.



5  
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO  
SECURED BANKERS MORTGAGE  
14761 CALIFA STREET  
VAN NUYS, CA 91411-3107

*(6602239) - CF*

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### DEED OF TRUST

MIN: 100033300095151471

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 06, 2005, together with all Riders to this document.

(B) "Borrower" is FRED RITER, AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is SECURED BANKERS MORTGAGE COMPANY  
Lender is a A PARTNERSHIP  
the laws of CALIFORNIA  
14761 CALIFA STREET, VAN NUYS, California 91411

organized and existing under  
Lender's address is

(D) "Trustee" is T.D. SERVICE CO., A CALIFORNIA CORPORATION

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated October 06, 2005. The Note states that Borrower owes Lender Five Hundred Fifty Thousand Four Hundred and no/100 Dollars (U.S. \$ 550,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 01, 2035

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

CALIFORNIA—Single Family— Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 8926L1 (0011)—MERS

(Page 1 of 12 pages)

MFCA3114

Form 3005 1/01

GREATLAND

To Order Call: 1-800-530-0303 Fax: 916-791-1131

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(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Biweekly Payment Rider         |   |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY  
[Type of Recording Jurisdiction]

of RIVERSIDE  
[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

14670 GILMAN SPRINGS ROAD  
[Street]

MORENO VALLEY AREA  
[City]

, California

92555  
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

ITEM 9926L3 (0011)—MERS

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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in

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writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this

Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period,

Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this

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Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale

of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance

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affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Fred Riter (Seal) \_\_\_\_\_ (Seal)  
FRED RITER -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

MAILING ADDRESS OF TRUSTOR(S):

Witness:

Witness:

State of California  
County of Riverside

On October 10, 05 before me, Shawn Bowan  
personally appeared FRED RITER

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.  
Signature: Shawn Bowan





# CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document.

( Print or Type the page number(s) and Wording below ) :

" See Attached Document For Clarity "


Riverside

Shawn Bowen

DATE :

10 1 20 105

SIGNATURE :



UNDER THE PROVISIONS OF GOVERNMENT CODE 23761.7, I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Shawn Bowman  
COMMISSION NUMBER: 1524018  
COUNTY WHERE BOND IS FILED: RIVERSIDE  
STATE WHERE BOND IS FILED: CALIFORNIA  
DATE COMMISSION EXPIRES: NOV. 1, 2008  
PLACE OF EXECUTION: RIVERSIDE

DATE: 10/12/05  
SIGNATURE: [Handwritten Signature]  
PRINT NAME: Marc Anthony Avila

ORDER NO. 65622351

**EXHIBIT "A"**

**Parcel A:**

Parcel 3 of Record of Survey entitled Record of Survey of a portion of Fractional Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by Map on file in Book 35, Page(s) 33 through 36 inclusive of Maps, in the office of the County Recorder of said County.

Reserving therefrom easements for ingress, egress and utility purposes over that portion thereof within the road easements as shown on said Map.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet, but with no right of surface entry, as provided in deeds of record.

**Parcel B:**

An easement for equestrian purposes over those portions of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, lying within the natural washes indicated on said Map as "Water Course" as shown on Parcels 6, 36 through 41, 43 and 55 through 59, inclusive of Records of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

**Parcel C:**

An easement for equestrian purposes over that portion of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

The Southwesterly 15.00 feet of Parcel 43 of Record of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records, excepting therefrom that portion lying within Parcel B, above.

Excepting therefrom any portion described in Parcel A herein.

**Parcel D:**

An easement for ingress, egress and equestrian purposes over those portions lying within Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

The Westerly and Northwesterly 20.00 feet of Parcels 25, 27, 28 and 29 as shown on Record of Survey on file in Book 35, Pages 3 through 36 inclusive of Record of Survey, Riverside County Records.

The Westerly 27.00 feet of Parcels 30 through 33 inclusive as shown on Record of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

Said land is also situated in the unincorporated area of Riverside County.

**ADJUSTABLE RATE RIDER**  
(MTA-Twelve Month Average Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 6th day of October 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ("Lender") of the same date and covering the property described in the Security Instrument and located at: 14670 GILMAN SPRINGS ROAD, MORENO VALLEY AREA, CA 92555

[Property Address]

**THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.**

**ADDITIONAL COVENANTS:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrees as follows: SECURED BANKERS MORTGAGE COMPANY, A PARTNERSHIP

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for changes in the interest rate and the monthly payments, as follows:

**2. INTEREST**

**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.0000%. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the 1st day of December 2005, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

**(C) Index**

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal

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Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(D) Calculation of Interest Rate Changes**

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding Two and Nine Tenths percentage point(s) 2.900% ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.9500%. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will make a payment every month.

I will make my monthly payments on the 1st day of each month beginning on December 01, 2005. I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on November 01, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 14761 CALIFA STREET, VAN NUYS, CA 91411

or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$1,770.31 unless adjusted under Section 3 (F).

**(C) Payment Change Dates**

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of December 2006, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

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**(D) Calculation of Monthly Payment Changes**

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

**(E) Additions to My Unpaid Principal**

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3 (D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3 (A).

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed the Maximum Limit equal to 115 percent of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

**(G) Required Full Payment**

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

**(H) Payment Options**

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

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(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

#### **B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

PayOption MTA ARM Rider  
FE-5315 (0412)  
MFCD5371

Page 4 of 5

10/04  
ITEM CW106L4 (0501)  
GreatDocs™  
To Order Call: 1-800-968-5775  
9515147

Public Record



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

FRED RITER (Seal)  
FRED RITER -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

PayOption MTA ARM Rider  
FE-5315 (0412)  
MFCD5371

Page 5 of 5

10/04  
ITEM CW106L5 (0501)  
GreatDocs™  
To Order Call: 1-800-868-5775  
9515147

Public Record

**LANDSAFE TITLE**

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

4

RECONTRUST COMPANY  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063

DOC # 2009-0565091  
11/02/2009 08:00A Fee:18.00  
Page 1 of 3  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



Attn: Maricela Sandoval  
TS No. 09-0162147  
Title Order No. 09-8-499314

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**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

18 **T**  
061

**IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,**

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded ( which date of recordation appears on this notice).

This amount is \$23,379.88, as of 10/29/2009 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations ( such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

TS No. 09-0162147

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR LUMINENT  
MORTGAGE TRUST 2006-2 TRUST FUND  
C/O BAC Home Loans Servicing, LP  
400 COUNTRYWIDE WAY SV-35  
SIMI VALLEY, CA 93065  
FORECLOSURE DEPARTMENT (800) 669-6650

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember,

**YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 10/06/2005, executed by FRED RITER, AN UNMARRIED MAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 10/21/2005, as Instrument No. 2005-0871247 (or Book , Page ) of Official Records in the Office of the County Recorder of Riverside County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 550,400.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 02/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 11/01/2035 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: October 29, 2009

RECONTRUST COMPANY, N.A., as agent for the Beneficiary

By LandSafe Title Corporation, as its Attorney in Fact

By

  
BETTY JO LIVINGSTON

[Page 2 of 2 ]

Form nod (09/01)

Public Record



Notice Date: October 14, 2009

09-0162147

Property Address:  
14870 Gilman Springs Road  
Moreno Valley Area, CA 92555  
Fred Riter  
469 W Clark Dr Unit 20  
Canyon Lake, TX 78133

**CALIFORNIA DECLARATION**

I, ROUVETTE KAHUARI of BAC Home Loans Servicing, LP, declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

- BAC Home Loans Servicing, LP has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure,
- BAC Home Loans Servicing, LP tried with due diligence to contact the borrower in accordance with California Civil Code Section 2923.5, or
- BAC Home Loans Servicing, LP verified that the borrower has surrendered the property.
- BAC Home Loans Servicing, LP has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.
- BAC Home Loans Servicing, LP has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case.
- The provisions of California Civil Code §2923.5 do not apply because \_\_\_\_\_

10/16/09 Fort Worth, TX  
Date and Place

T.A. KAHUARI MLO-Loan SVCS Specialist  
Name of Signor Title and/or Position

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.  
CALDECLH 8652/9524 8/29/2008

Public Record

LANDSAFE TITLE

RECORDING REQUESTED BY:  
RECONTRUST COMPANY  
AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENTS TO:  
RECONTRUST COMPANY  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063

ATTN: Maricela Sandoval  
TS No. 09-0162147

098-499314

DOC # 2009-0616045

12/01/2009 08:00A Fee:21.00

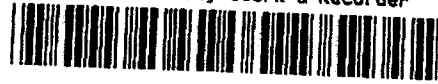
Page 1 of 1

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



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SUBSTITUTION OF TRUSTEE AND ASSIGNMENT OF DEED OF TRUST

The undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (hereinafter referred to as Beneficiary) is the Beneficiary of that certain Deed of Trust dated 10/06/2005, executed by FRED RITER, AN UNMARRIED MAN, Trustor, to T.D. SERVICE CO., A CALIFORNIA CORPORATION, as Trustee, and recorded as Instrument No. 2005-0871247 on 10/21/2005, of Official Records in the County Recorder's Office of RIVERSIDE County, California. NOW THEREFORE, Beneficiary hereby substitutes RECONTRUST COMPANY, N.A., WHOSE ADDRESS IS:1800 Tapo Canyon Rd., CA6-914-01-94, SIMI VALLEY, CA 93063, as Trustee under said Deed of Trust herein referred to, in the place and stead of and with all rights, title, powers, and interest of the former trustee described above.

21  
T  
029

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, conveys and transfers to HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR LUMINENT MORTGAGE TRUST 2006-2 TRUST FUND all beneficial interest under that certain Deed of Trust described above. Said described land: "As more fully described in the above referenced Deed of Trust." Together with the note or notes therein described or referred to, the money due and to become due thereon with the interest, and all rights accrued or to accrue under said Deed of Trust.

DATED: October 29, 2009

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

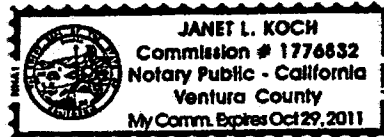
State of: CA ) BY: [Signature]  
County of: Ventura )  
Renee Friedman, Assistant Secretary

On NOV 02 2009 before me, JANET L KOCH, notary public, personally appeared RENEE FRIEDMAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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] (Seal)  
Notary Public's Signature JANET L KOCH



Form subasgnmnt (01/09)

Public Record

DOC # 2006-0131414  
02/23/2006 08:00A Fee:21.00  
Page 1 of 5

Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



Submitted for recordation by, and when recorded, return to:

**Bank of America**  
Recording requested by: LSI  
When recorded return to:  
Custom Recording Solutions  
2550 N. Redhill Ave. 2112707  
Santa Ana, CA. 92705  
800-756-3524 ext. 5011  
Loan #: 31868240141544199  
Reference # 010102-060121754410

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**SHORT FORM DEED OF TRUST**  
(EQUITY MAXIMIZER® ACCOUNT)

This Deed of Trust is made on 3rd February, 2006 by

FRED T. RITER, AN UNMARRIED PERSON

T  
KS

**AKA FREDRICK T RITER**

(collectively and individually "Trustor"; PRLAP, INC. ("Trustee"); and the beneficiary, Bank of America, N.A. ("Bank"). Trustee is a subsidiary of Bank. Any non-titleholder signs below as Trustor solely for the purpose of subjecting any community property interest in the property described below to this Deed of Trust. The words "I," "me," and "my" in this Deed of Trust refer to the Trustor, whether one or more.

Bank and I agree:

1. **Property Security.** For the purpose of securing the obligations described below, I irrevocably grant, convey, transfer and assign to Trustee, in trust with power of sale, the property located in \_\_\_\_\_  
Riverside County, California described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF:  
*Exhibit*

with the street address: 14670 GILMAN SPRINGS RD, MORENO VALLEY, CA 92555  
and with Parcel No. 722150006 and including all improvements and fixtures now or later erected on the property, and all easements, rights, appurtenances and fixtures now or later a part of or related to the above described property (collectively the "Property").

2. **This Deed of Trust secures :**

- All obligations of the borrowers in the Equity Maximizer Agreement and Disclosure, dated 02/03/06 and naming FRED T RITER as borrowers, for a revolving line of credit account (the "Agreement"), as well as any modifications and renewals of the Agreement. The Agreement provides for a Total Credit Commitment (as defined in the Agreement) of \$ 77,300.00, allows for repeated credit advances drawn against the Total Credit Commitment, and provides for a variable interest rate. By mutual agreement, Bank may increase the Total Credit Commitment ("Increased Credit Commitment"); and
- Trustor's performance of each obligation in this Deed of Trust.

CLS-776-1-CA/0009 5-04

Page 1 of 2

Bank of America

Public Record

This Deed of Trust will not secure borrowers' obligations under the Agreement in excess of the Total Credit Commitment or Increased Credit Commitment, except for any amounts due to: (a) unpaid interest, or (b) expenses that Bank incurs because obligations of a borrower under the Agreement are not fulfilled (including without limitation, any advances that Bank makes to perform borrowers' duties to pay taxes, insurance, etc.).

To Protect the Security of this Deed of Trust, I Agree: By the execution and delivery of this Deed of Trust and the Equity Maximizer Agreement and Disclosure secured hereby, that provisions (3) to (20), inclusive of the fictitious deed of trust recorded in Riverside County

07/23/99, as Instrument 1999329045 in Book/Reel and \_\_\_\_\_ at Page/Image \_\_\_\_\_ of the Official Records of the County Recorder of that county, (which provisions, identical in all counties, are printed on the following pages) hereby are adopted and incorporated herein and made a part hereof as though set forth at length; and I will observe and perform such provisions; and that the reference to Property, obligations, and parties in such provisions shall be construed to refer to the Property, obligations, and parties set forth in this Deed of Trust.

Trustor requests that a copy of ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE under this Deed of Trust be mailed to Trustor at the Trustor's address shown below, or if no address is shown, then at the address of the Property.

Signature

Mailing Address for Notices:  
Street City and State

FRED T RITER  
FRED T RITER  
AKA FREDERICK T RITER

14670 GILMAN SPRINGS RD MORENO VALLEY, CA 92555

GENERAL ACKNOWLEDGMENT

State of California

County of Riverside

On February 27<sup>th</sup>, 2006 before me, Rudy P. Paramo, Notary Public personally appeared Frederick T. Riter

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

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

Rudy P. Paramo





GARY L. ORSO  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

<http://riverside.asrclkrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below): *ATTACHED FOR CLARITY*

*FREDERICK T RITER*

Date: 2-23-06

Signature: R Espinoza

Print Name: R ESPINOZA

ACR 601P-AS4RE0 (Est. 04/2003)

Public Record



**ILLEGIBLE NOTARY SEAL DECLARATION  
(GOVERNMENT CODE 27361.7)**

**I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:**

**Name of Notary** Rudy P. Paramo

**Commission No.** 1584039

**Date Commission Expires** June 28, 2009

**Date and Place of Notary Execution** Rvsd 2-8-06

**Date and Place of This Declaration** Rvsd 2-22-06

C. Smith  
**Signature**

YCS  
**Firm Name ( if any)**

REC-91-000008 (7/94)

**EXHIBIT "A"**

ALL THE REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CA, DESCRIBED AS:

**PARCEL A:**

PARCEL 3 OF RECORD OF SURVEY ENTITLED RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 35, PAGE(S) 33 THROUGH 36 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RESERVING THEREFROM EASEMENTS FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER THAT PORTION THEREOF WITHIN THE ROAD EASEMENTS AS SHOWN ON SAID MAP.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, WITHOUT RIGHTS OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

**PARCEL B:**

AN EASEMENT TO EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE NATURAL WASHES INDICATED ON SAID MAP AS "WATER COURSE" AS SHOWN ON PARCELS 6, 36 THROUGH 41, 43 AND 55 THROUGH 59, INCLUSIVE OF RECORDS OF SURVEY ON FILE IN BOOK 35, PAGE(S) 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

**PARCEL C:**

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THAT PORTION OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 15.00 FEET TO PARCEL 43 OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGE(S) 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL B, ABOVE.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

**PARCEL D:**

AN EASEMENT FOR INGRESS, EGRESS AND EQUESTRIAN PURPOSES OVER THOSE PORTIONS LYING WITHIN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE NAD MERIDIAN, DESCRIBED AS FOLLOWS:

THE WESTERLY AND NORTHWESTERLY 20.00 FEET OF PARCELS 25, 27, 28 AND 29 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 3 THROUGH 36 INCLUSIVE OF RECORD SURVEY, RIVERSIDE COUNTY RECORDS.

*Handwritten scribbles*

Recording Requested By:  
Bank of America, NA  
**9000 Southside Blvd**  
Recording requested by: LSI  
When recorded return to :  
Custom Recording Solutions  
2550 N. Redhill Ave.  
Santa Ana, CA. 92705  
800-756-3524 ext. 5011  
Loan Number: 68240141544199

DOC # 2007-0203553  
03/26/2007 08:00A Fee:27.00  
Page 1 of 7  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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[Space Above This Line For Recording Data]  
*3266181* **MODIFICATION OF SECURITY INSTRUMENT**  
*Deed of Trust*  
(Home Equity Line of Credit)

27-  
**T**  
042

This Modification of Security Instrument ("Modification"), made this 26th day of FEBRUARY 2007, between FRED T RITER

("Borrower") and

Bank of America, NA, National Banking Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Riders, if any, dated FEBRUARY 3, 2006 and recorded in Book or Liber at page(s) instrument or document number 2006-0131414 of the Land Records of RIVERSIDE, CALIFORNIA [Name of Records] [County and State, or other Jurisdiction]

and (2) the Agreement, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 14670 GILMAN SPRINGS RD, MORENO VALLEY, CALIFORNIA 92555-8502

the real property described being set forth as follows:

SCHEDULE A ATTACHED HERETO AND MADE A PART OF.  
*exhibit*

The Principal amount secured by the Security Instrument is changing from \$ 77,300.00 to \$109,800.00. The maturity date described in the Security Instrument is changed to FEBRUARY 26, 2032

FRED T RITER/995070192103400  
MODIFICATION OF SECURITY INSTRUMENT  
MSIPP.BCA 01A0607

Page 1 of 4

DocMagic *EP* FORMS 0044-1312  
www.docmagic.com

Public Record

**CONTINUING VALIDITY.** Except as expressly provided in the Modification paragraph above, the terms of the original Security Instrument shall remain in full force and effect. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Agreement and Security Instrument. Except as otherwise specifically provided in this Modification, the Agreement and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Borrower also shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

FRED T RITER (Seal)  
FRED T RITER -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

**LENDER:**  
**BANK OF AMERICA, N.A.**

x Gloria L. Montano  
Authorized Officer  
Gloria L. Montano

FRED T RITER/995070192103400  
MODIFICATION OF SECURITY INSTRUMENT  
MSIPP.BCA 01/08/07

Page 2 of 4

DocMagic 2170005 800-549-1362  
www.docmagic.com

Public Record

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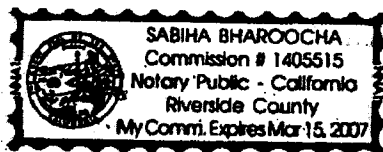
State of California )  
County of Riverside ) ss.

On 02-26-2007 before me, Sabiha Bharoocha, Notary Public

personally appeared FRED T RITER

personally known to me (or 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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY SEAL

Sabiha Bharoocha  
NOTARY SIGNATURE

SABIHA BHAROOCHA  
(Typed Name of Notary)

SABIHA BHAROOCHA.  
RIVERSIDE CO.  
PHONE # 951-781-3515  
# 1405515  
MAR 15, 2007

FRED T RITER/995070192103400  
MODIFICATION OF SECURITY INSTRUMENT  
MSIPP.BCA 01/08/07

Page 3 of 4

DocMagic eForms 800-848-1382  
www.docmagic.com

Public Record

LENDER ACKNOWLEDGMENT

State of California )  
County of Riverside ) ss.

On this 26 day of February 2007 before me, the undersigned Notary Public,  
personally appeared Gloria L. Montano

SB  
\* SABIHA BHAROOCHA  
NOTARY PUBLIC  
SB

and known to me to be the Banking Center manager

authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

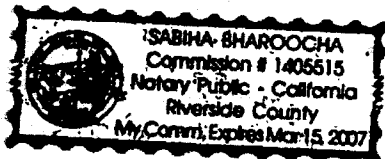
By: Sabiha Bharoocha

Residing at: 5225 Canyon Crest Dr.

Notary Public in and for the State of:  
California

#83, Riverside,  
CA-92507.

My commission expires: 03-15-2007



APN: 422-150-006

Order ID: 3266181

Loan No.: 995070192103400

**EXHIBIT A  
LEGAL DESCRIPTION**

The land referred to in this policy is situated in the State of CA, County of RIVERSIDE, City of MORENO VALLEY and described as follows:

---

Public Record

## EXHIBIT A

All that real property situated in the Unincorporated Area of Moreno Valley, County of Riverside, State of Ca, described as:

### Parcel A:

Parcel 3 of Record of Survey entitled Record of Survey of a portion of fractional Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by map on file in Book 35, Page(s) 33 through 36 Inclusive of Maps, in the Office of the County Recorder of said County.

Reserving therefrom easements for ingress, egress and utility purposes over that portion thereof within the road easements as shown on said map.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet, without rights of surface entry, as reserved in instruments of record.

### Parcel B:

An easement for equestrian purposes over those portions of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, lying within the natural washes indicated on said map as "Water Course" as shown on Parcels 6, 36 through 41, 43 and 55 through 59, Inclusive of Records of Survey on file in Book 35, Page(s) 33 through 36 Inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

### Parcel C:

An easement for equestrian purposes over that portion of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

The Southwesterly 15.00 feet of Parcel 43 of Record of Survey on file in Book 35, Page(s) 33 through 36 Inclusive of Records of Survey, Riverside County Records, excepting therefrom that portion lying within Parcel B, above.

Excepting therefrom any portion described in Parcel A herein.

### Parcel D:

An easement for ingress, egress and equestrian purposes over those portions lying within Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

The Westerly and Northwesterly 20.00 feet of Parcels 25, 27, 28 and 29 as shown on Record of Survey on file in Book 35, Pages 3 through 36 Inclusive of Record of Survey, Riverside County Records.

The Westerly 27.00 feet of Parcels 30 through 33 Inclusive as shown on Record of Survey on file in Book 35, Page(s) 33 through 36 Inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

Said land is also situated in the Unincorporated Area of Riverside County.



WITH THE APPURTENANCES THERETO.

APN: 422-150-006



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:  
Sprint Contracts & Performance  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

051020051-CA

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**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 7<sup>th</sup> day of October, 2005, by and between **Sprint PCS Assets, L.L.C.**, f/k/a Cox PCS Assets, L.L.C., ("Tenant"), Secured Bankers Mortgage Company ("Lender"); and Fred Riter ("Owner").

RECITALS

A. Lender is the current beneficiary under a mortgage, deed of trust, or other instrument ("Mortgage") granted by Owner, dated \_\_\_\_\_, recorded in \_\_\_\_\_ County, State of \_\_\_\_\_, as document number \_\_\_\_\_; encumbering, among other things, the real property described in **Exhibit A**, attached hereto ("Property").

B: Owner and Tenant or Tenant's affiliate have entered into a PCS Site Agreement dated June 27, 2002, which demises a portion of the Property more particularly described therein ("Site") to Tenant for an initial term of 5 years with four additional 5-year options ("Lease").

C. Lender, Owner and Tenant are willing to agree to a Subordination, Non-disturbance and Attornment Agreement under the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease or Mortgage to the contrary, it is agreed as follows:

1. **Subordination.** Tenant hereby agrees that the Lease is and shall be subject and subordinate in all respects to the Mortgage and to any renewal, modification, or extension of the Mortgage.

2. **Non-Disturbance.** So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any material term, covenant or condition of the Lease, (i) Tenant's possession and use of the Site and Tenant's rights and privileges under the Lease, shall not be diminished or interfered with by Lender, or its

successors or assigns or any other party acquiring the Property upon a foreclosure sale ("Foreclosure Purchaser"), and (ii) Tenant's occupancy of the Site shall not be disturbed by Lender or any Foreclosure Purchaser, for any reason whatsoever during the term of the Lease and (iii) Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease.

3. Attornment. Without limitation of the foregoing, Tenant agrees that in the event Lender or any Foreclosure Purchaser shall succeed to the rights of Owner under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure of the Mortgage, the exercise of the power of sale thereunder or by a conveyance in lieu of foreclosure, Tenant hereby covenants and agrees to attorn to Lender or to the Foreclosure Purchaser as the case may be, for the balance of the term of the Lease, including any extensions and renewals of the Lease exercised by Tenant, upon the same terms, covenants and conditions as provided in the Lease, so as to establish direct privity of estate and contract as between Lender or the Foreclosure Purchaser, as the case may be, and Tenant, and with the same force and effect as though the Lease were originally made directly from Lender or the Foreclosure Purchase, as the case may be, to Tenant, and Tenant will thereafter make all rent payments and any other payment under the Lease thereafter as directed by Lender or the Foreclosure Purchaser, as the case may be. Tenant further agrees that upon the written request of Lender or Foreclosure Purchaser to Tenant given at the time of a foreclosure of the Mortgage or conveyance in lieu of foreclosure, the parties agree to execute a lease of the site upon the same terms and conditions as the Lease ("New Lease"), which New Lease shall cover any unexpired term of the Lease.

4. Modification. Nothing contained in this Agreement shall in any way impair the lien created by the Mortgage or impose upon Lender to perform any of the obligations of Owner under the Lease unless and until Lender or any Foreclosing Purchaser shall become the owner or mortgagee in possession of the Property.

5. Notices. All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, shall be in writing and shall be deemed to have been duly delivered either forty-eight (48) hours after being mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested; or the next business day after being deposited with a reputable overnight courier service for next-day delivery to the parties at the following addresses:

If to Tenant:           Sprint Contracts & Performance  
                              Sprint Site ID: RV54XC506-A  
                              Mailstop KSOPHT0101-Z2650  
                              6391 Sprint Parkway  
                              Overland Park, Kansas 66251-2650

With copy to: Sprint Law Department  
                      Attn: Real Estate Attorney  
                      Mailstop KSOPHT0101-Z2020  
                      6391 Sprint Parkway

Sprint Site ID: RV54XC506-A

Overland Park, Kansas 66251-2020

If to Owner: Fred Riter  
14670 Gilman Springs Rd.  
Moreno Valley, CA 92555-8502

If to Lender: Secured Bankers Mortgage  
14761 Califa Street  
Van Nuys, CA 91411-3107

6. Miscellaneous. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or its inclusion would affect the validity or enforcement of this Agreement, shall be of no effect, and all remaining terms and provisions of this Agreement shall subsist and be fully effective. In the event any dispute between Lender and Tenant should result in litigation, the prevailing party shall be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, reasonable attorney's fees. This Agreement shall be construed according to the laws of the State of California.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Sprint Site ID: RV54XC506-A

Public Record

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**LENDER:**

Secured Bankers Mortgage Company,  
a partnership

By: [Signature]  
Name: MARKEE MANTINEE  
Title: SHIPPING SUPERVISOR  
Date: 10/18/05

**TENANT:**

Sprint PCS Assets, L.L.C.,  
a Delaware limited liability company

By: [Signature]  
Name: Monica E. Rademacher  
Title: Lease Specialist II, EPS - TAPS  
Date: 10/07/2005

**OWNER:**

Fred Riter,  
an unmarried man

By: [Signature]  
Name: FRED RITER  
Title: \_\_\_\_\_  
Date: 10-17-05

*Attach Exhibit A - Site Description  
Attach Notary Acknowledgment for recording purposes*

Sprint Site ID: RV54XC506-A

Public Record

**LENDER NOTARY BLOCK**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

The foregoing instrument was (choose one)  attested or  acknowledged before me this \_\_\_ day of OCTOBER 18, 2005, by (choose one)

\_\_\_\_\_ as an individual,  
 MAUREEN MARTINEZ, as SHIPPING SUPERVISOR of  
SECURED BANKERS MORTGAGE CO., a PARTNERSHIP corporation, on  
behalf of the corporation, or  
 \_\_\_\_\_, as partner or agent on behalf of  
\_\_\_\_\_, a \_\_\_\_\_ partnership.

In witness whereof I hereunto set my hand and official seal.



Gloria Gomez  
NOTARY PUBLIC

**OWNER NOTARY BLOCK**

STATE OF California )  
 ) ss.  
COUNTY OF Riverside )

The foregoing instrument was (choose one)  attested or  acknowledged before me this \_\_\_ day of October 17, 2005, by (choose one)

FRED BLTZ as an individual,  
 \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on  
behalf of the corporation, or  
 \_\_\_\_\_, partner or agent on behalf of  
\_\_\_\_\_, a \_\_\_\_\_ partnership.

In witness whereof I hereunto set my hand and official seal.



Tina Ouch  
NOTARY PUBLIC

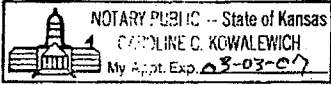
**TENANT NOTARY BLOCK**

STATE OF KANSAS            )  
  ) ss.  
COUNTY OF JOHNSON    )

Acknowledgment by Corporation  
Pursuant to Uniform Acknowledgment Act

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2005, by Monica E. Rademacher, Lease Specialist II, on behalf of Sprint PCS Assets, L.L.C., a Delaware limited liability company.

In witness whereof I hereunto set my hand and official seal.



*Caroline C. Kowalewicz*  
\_\_\_\_\_  
NOTARY PUBLIC

Sprint Site ID: RV54XC506-A

JF

**EXHIBIT A**  
**TO**  
**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**SITE DESCRIPTION**

**PARCEL 1:**

PARCEL 3 OF RECORD OF SURVEY ENTITLED RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 35, PAGES 33 THROUGH 35 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ALL GAS, OIL, MINERAL RIGHTS, STEAM AND OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL ENERGY BELOW THE DEPTH OF 600 FEET FROM SURFACE OF SAID LAND, BUT WITHOUT SURFACE ENTRY, AS RESERVED IN DEED RECORDED MAY 5, 1987 AS INSTRUMENT NO. 125578, OFFICIAL RECORDS.

**PARCEL 2:**

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE NATURAL WASHES INDICATED ON SAID MAP AS "WATER COURSE", AS SHOWN ON PARCELS 6, 38 THROUGH 41, 43 AND 55 THROUGH 58, INCLUSIVE OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

**PARCEL 3:**

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THAT PORTION OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 15.00 FEET OF PARCEL 43 OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 8, ABOVE.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

**PARCEL 4:**

AN EASEMENT FOR INGRESS, EGRESS AND EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE WESTERLY AND NORTHWESTERLY 20.00 FEET OF PARCELS 25, 27, 28 AND 29 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

THE WESTERLY 27.00 FEET OF PARCELS 30 THROUGH 33 INCLUSIVE AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.



Government Code 27361.7

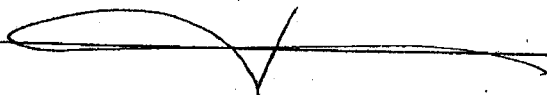
I Certify Under Penalty of Perjury That The Notary Seal  
On The Document To Which This Statement Is Attached  
Reads As Follows:

Name of Notary: CAROLINE C. KOWALEWICH

Commission No: N/A

Date Commission Expires: 3-03-07

County: KANSAS

By 

Date: 10-21-05

Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



RECORDING REQUESTED BY  
 Southland Title  
 AND WHEN RECORDED MAIL TO:  
 Fred Ritter  
 14670 Gilman Spring Road  
 Moreno Valley, Ca 92555

APN: 0434-383-04-0-000  
 Escrow No: 06063851-673-RG5  
 Title No: 65622861-02

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ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Fred Ritter all interest under that certain lease dated January 9<sup>th</sup> 2002, executed by Travis Eubanks and Barbara I. Eubanks to Fred Ritter, and unrecorded

See Exhibit A attached hereto and made a part hereof.

Commonly known as: 14670 Gilman Springs Road., Moreno Valley, Ca 92555

Dated: October 13, 2005

*Travis Eubanks*  
 Travis Eubanks

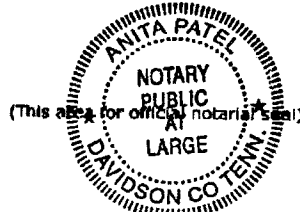
*Barbara I. Eubanks*  
 Barbara I. Eubanks

STATE OF CALIFORNIA }  
 COUNTY OF DAVIDSON } SS:

On October 14, 2005  
 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Barbara I. Eubanks  
 personally known to me (or 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.

WITNESS my hand and official seal.

Signature: *[Signature]*



MY COMMISSION EXPIRES:  
 MAY 24, 2008

This document was filed for recording by Southland Title Insurance Company as an accomodation only. It has not been examined as to it's execution or as to it's effect upon the title.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

THE UNDERSIGNED HEREBY CERTIFIES  
THAT THIS IS A TRUE AND CORRECT COPY  
OF THE SIGNED ORIGINAL DOCUMENT. 10/20/05.

BY: Charles Cherticks  
SOUTH ANN TITLE

APN:  
Escrow No:  
Title No:

Space above this line for Recorder's use

**ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to \_\_\_\_\_ all \_\_\_\_\_ interest under that certain lease dated \_\_\_\_\_, executed by \_\_\_\_\_ to \_\_\_\_\_  
*unrecorded*

See Exhibit A attached hereto and made a part hereof.

Commonly known as:

Dated: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ } SS:

On \_\_\_\_\_  
before me, the undersigned, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_

personally known to me (or 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

EXHIBIT "A"

Parcel A:

Parcel 3 of Record of Survey entitled Record of Survey of a portion of Fractional Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by Map on file in Book 35, Page(s) 33 through 36 inclusive of Maps, in the office of the County Recorder of said County.

Reserving therefrom easements for ingress, egress and utility purposes over that portion thereof within the road easements as shown on said Map.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet, but with no right of surface entry, as provided in deeds of record.

Parcel B:

An easement for equestrian purposes over those portions of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, lying within the natural washes indicated on said Map as "Water Course" as shown on Parcels 6, 36 through 41, 43 and 55 through 59, inclusive of Records of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

Parcel C:

An easement for equestrian purposes over that portion of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

The Southwesterly 15.00 feet of Parcel 43 of Record of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records, excepting therefrom that portion lying within Parcel B, above.

Excepting therefrom any portion described in Parcel A herein.

Parcel D:

An easement for ingress, egress and equestrian purposes over those portions lying within Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

ORDER NO. 65622351

The Westerly and Northwesterly 20.00 feet of Parcels 25, 27, 28 and 29 as shown on Record of Survey on file in Book 35, Pages 3 through 36 inclusive of Record of Survey, Riverside County Records.

The Westerly 27.00 feet of Parcels 30 through 33 inclusive as shown on Record of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

Said land is also situated in the unincorporated area of Riverside County.

UNDER THE PROVISIONS OF GOVERNMENT CODE 23761.7. I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Anita Patel

COMMISSION NUMBER:                     

COUNTY WHERE BOND IS FILED: DAVIDSON

STATE WHERE BOND IS FILED: TENN.

DATE COMMISSION EXPIRES: MAY 24, 2008

PLACE OF EXECUTION: DAVIDSON TN

DATE: 10/20/05

SIGNATURE: Ch Fricks

PRINT NAME: CHER FRICKS

Recording Requested by and  
When Recorded Mail to:

Land America  
5600 Cox Road  
Glen Allen, VA  
23060

DOC # 2009-0064252

02/10/2009 08:00A Fee:48.00

Page 1 of 11

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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TITLE OF DOCUMENT

Assignment and Assumption of Lease

48-



Documentary Transfer Tax: \$ 0

Computed on full value of property conveyed or

Value less remaining encumbrances

[Signature]  
Signature of Declarant

Unincorporated Area

City of Moreno Valley

Parcel Number 422-150-0012-4

Mail Tax Statements To:

Tower Entity 7, LLC  
6391 Sprint Parkway  
Overland Park, KS 66251

EXECUTION COPY

422-150006-4

Prepared by ~~and after recording return to:~~  
TowerCo Acquisition LLC  
5000 Valleystone Drive  
Cary, North Carolina 27519

Notice address for Assignee:  
Tower Entity 4 LLC  
c/o TowerCo Acquisition LLC  
5000 Valleystone Drive  
Cary, North Carolina 27519

ASSIGNMENT AND ASSUMPTION OF LEASE

*lease unrecorded*  
THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made, entered into and effective as of this 23 day of September, 2008 ("Transfer Date"), by and between:

Sprint PCS Assets, L.L.C., a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("Sprint PCS"),

Sprint Telephony PCS, L.P., a Delaware limited partnership, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("Sprint Telephony").

PCS Leasing Company, L.P., a Delaware limited partnership, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("PCS Leasing"); and together with Sprint PCS and Sprint Telephony, "Assignors", and

Tower Entity 4 LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("Assignee" or "Tower Entity").

*lease and options are less than 35 years*  
WITNESSETH:

WHEREAS, that certain Purchase and Sale Agreement dated as of July 23, 2008 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), was entered into by and between TowerCo Acquisition LLC, the parties identified as sellers therein, Sprint Spectrum, as agent for such sellers and the "Tower Entities" (including Assignee) that

*14670 Gilman Springs Rd, Moreno Valley CA 92555*  
CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY  
*11379116*



become parties thereto. All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement;

WHEREAS, Sprint PCS is either the tenant or a successor in interest to the tenant, as the case may be, under that certain Ground Lease (as defined on Exhibit "A");

WHEREAS, each of Sprint PCS, Sprint Telephony, and PCS Leasing owns or may own one or more items of the Assigned Property (as hereinafter defined);

WHEREAS, Sprint PCS, Sprint Telephony, PCS Leasing, and Tower Entity are Affiliated entities;

WHEREAS, the parties desire to assign the Ground Lease and the Assigned Property (as defined herein) as set forth more particularly herein;

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## I. Assignments

### A. Assignment to Sprint Telephony from Sprint PCS

1. Assignment. Sprint PCS does hereby convey, assign, transfer and distribute to Sprint Telephony all of its right, title, claim and interest in, to and under the Ground Lease together with the leasehold, license or other interest created thereunder.

2. Appurtenant Property, Easements, and Improvements. Sprint PCS hereby grants, bargains, conveys, transfers and distributes to Sprint Telephony all of Sprint PCS's right, title and interest, if any, (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the land demised under the Ground Lease (the "Real Property"), (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets (the property set forth in clauses (i) through (iv), collectively, but excluding any and all Excluded Assets, the "Assigned Property").

3. Acceptance of Assignment. Sprint Telephony hereby accepts the foregoing assignment of the Ground Lease and conveyance of Assigned Property and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

### B. Assignment to Sprint Telephony from PCS Leasing

1. Appurtenant Property, Easements, and Improvements. PCS Leasing hereby grants, bargains, conveys, transfers and distributes to Sprint Telephony all of PCS Leasing's right, title and interest (subject to Permitted Liens) in and to the Assigned Property.

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

2

2. Acceptance of Assignment. Sprint Telephony hereby accepts the foregoing conveyance of Assigned Property.

**C. Assignment to Tower Entity**

1. Assignment. Immediately following the assignments, transfers and conveyances described in Sections I(A) and I(B), Sprint Telephony does hereby convey, assign, transfer and contribute to Tower Entity all of its right, title, claim and interest in, to and under the Ground Lease together with the leasehold, license or other interest created thereunder.

2. Appurtenant Property, Easements, and Improvements. Immediately following the assignments, transfers and conveyances described in Sections I(A) and I(B), Sprint Telephony hereby grants, bargains, conveys, transfers and contributes to Tower Entity all of Sprint Telephony's right, title and interest (subject to Permitted Liens) in and to the Assigned Property.

3. Acceptance of Assignment. Tower Entity hereby accepts the foregoing assignment of the Ground Lease and conveyance of Assigned Property and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

**II.  
Miscellaneous**

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Binding Effect. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

3. Governing Law. This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. Purchase Agreement. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignors or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment shall in any way modify the express provisions (including without limitation the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the parties hereto with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

3

6. Amendment. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by the parties hereto on the Transfer Date.

[Signatures on following pages]

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

4

---

Public Record

Witnesses:

Sprint PCS Assets, L.L.C  
a Delaware limited liability company

*Matt Bellone*  
Print Name: Matt Bellone

By: *John W. Chapman*  
Print Name: John W. Chapman  
Title: Assistant Secretary

*Carol Kamel*  
Print Name: Carol Kamel

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2008, by John W. Chapman an Assistant Secretary of Sprint PCS Assets, L.L.C., a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.

*M. Shkreli*  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MARTIN G. SHKRELI  
Notary Public, State of New York  
No. 01SH4927740  
Qualified in Westchester County  
Commission Expires April 25, 2010

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

5

Public Record

Witnesses:

Sprint Telephony PCS, L.P.,  
a Delaware limited partnership

Matt Vollmer  
Print Name: Matt Vollmer

By: [Signature]  
Name: John W. Chapman  
Title: Assistant Secretary

Carol Kamei  
Print Name: Carol Kamei

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19th day of September, 2008, by John W. Chapman an Assistant Secretary of Sprint Telephony PCS, L.P., a Delaware limited partnership, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
MARTIN G. SHKRELI  
Notary Public, State of New York  
No. 01SH4927740  
Qualified in Westchester County  
Commission Expires April 25, 2010

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

Public Record

Witnesses:

PCS Leasing Company, L.P.,  
a Delaware limited partnership

*Matt Valma*  
Print Name: Matt Valma

By: *[Signature]*  
Name: John W. Chapman  
Title: Assistant Secretary

*Carol Kameel*  
Print Name: Carol Kameel

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2008, by John W. Chapman an Assistant Secretary of PCS Leasing Company L.P., a Delaware limited partnership, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.

*[Signature]*  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MARTIN G. SHKRELI  
Notary Public, State of New York  
No. 613H4927740  
Qualified in Westchester County  
Commission Expires April 25, 2010

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

7

Public Record

Witnesses:

TOWER ENTITY 4 LLC,  
a Delaware limited liability company

*Matt Volmer*  
Print Name: Matt Volmer

By: *JW Chapman*  
Print Name: John W. Chapman  
Title: Assistant Secretary

*Carol Lane*  
Print Name: Carol Lane

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2008, by John W. Chapman an Assistant Secretary of Tower Entity 4 LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.

*M. G. Shkrel*  
Notary Public  
Print Name: MARTIN G. SHKRELI  
My Commission Expires: Notary Public, State of New York  
No. 01344927740  
Qualified in Westchester County  
Commission Expires April 25, 2010

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

Public Record

**EXHIBIT "A"**

**The Ground Lease**

That certain lease agreement (the "Ground Lease") dated by and between FRED RITER, as lessor, and Sprint PCS Assets, L.L.C., successor in interest to Cox PCS Assets, L.L.C., as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Riverside, State of CA, which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ or as Official Document/Instrument Number \_\_\_\_\_, in the Register's office of Riverside County, State of CA.

*Lease already recorded*

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

9

Public Record



Exhibit B  
Real Property

PARCEL 1:

PARCEL 3 OF RECORD OF SURVEY ENTITLED RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 35, PAGES 33 THROUGH 35 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ALL GAS, OIL, MINERAL RIGHTS, STEAM AND OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL ENERGY BELOW THE DEPTH OF 500 FEET FROM SURFACE OF SAID LAND, BUT WITHOUT SURFACE ENTRY, AS RESERVED IN DEED RECORDED MAY 5, 1987 AS INSTRUMENT NO. 125578, OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE NATURAL WASHES INDICATED ON SAID MAP AS "WATER COURSE", AS SHOWN ON PARCELS 6, 36 THROUGH 41, 43 AND 55 THROUGH 59, INCLUSIVE OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

PARCEL 3:

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THAT PORTION OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 15.00 FEET OF PARCEL 43 OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL B, ABOVE.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

PARCEL 4:

AN EASEMENT FOR INGRESS, EGRESS AND EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE WESTERLY AND NORTHWESTERLY 20.00 FEET OF PARCELS 25, 27, 28 AND 29 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

THE WESTERLY 27.00 FEET OF PARCELS 30 THROUGH 33 INCLUSIVE AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

Owner Initials ZE

Cox Initials \_\_\_\_\_

B.E.

CA2961 (20, F2) EUBANKS PROPERTY

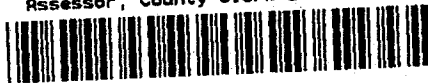
DOC # 2009-0307089

06/17/2009 08:00A Fee:24.00

Page 1 of 6

Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



Prepared by and after recording return to:  
TowerCo  
Attention: Legal  
5000 Valleystone Drive  
Cary, NC 27519

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			6						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
							T:	CTY	UNI

24

(Recorder's Use Above This Line)

STATE OF CALIFORNIA

Parcel No: 422-150-006-4

COUNTY OF RIVERSIDE



MEMORANDUM OF AGREEMENT

Document Date: JUNE 3, 2009

Grantor/Lessor: FRED RITER  
Address: 469 West Clark Street, #20, Canyon Lake, TX 78133

Grantee/Lessee: TOWERCO ASSETS LLC, a Delaware limited liability company  
Address: 5000 Valleystone Drive, Cary, NC 27519

Legal Description of the Land is attached as Attachment A on Page 5

Memorandum of Agreement  
TowerCo ID: CA2961  
Cascade ID: RV54XC306

Page 1 of 6

Public Record

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is entered into on this 3rd day of June, 2009, by and between **FRED RITER**, having a mailing address of 469 West Clark Street, #20, Canyon Lake, TX 78133 (hereinafter referred to as "Landlord"), and **TOWERCO ASSETS LLC**, a Delaware limited liability company, having a mailing address of 5000 Valleystone Drive, Cary, North Carolina 27519 (hereinafter referred to as "Tenant").

1. Travis Eubanks and Barbara I. Eubanks, predecessors in interest to Landlord, and Cox PCS Assets, L.L.C., a Delaware limited liability company ("Sprint/Nextel"), entered into that certain unrecorded PCS Site Agreement dated June 27, 2002, as amended by that certain unrecorded First Amendment to PCS Site Agreement dated July 12, 2006 (as amended, the "Agreement") for certain real property and easements described in ATTACHMENT B attached hereto (collectively, the "Premises"), which are a portion of that certain parcel of real property owned by Landlord located in the County of Riverside, State of California described in ATTACHMENT A attached hereto (the "Land").
2. Sprint/Nextel assigned all its right, title and interest in, to and under the Agreement to Tower Entity 4 LLC, a Delaware limited liability company ("Tower Entity"), by that certain Assignment and Assumption of Ground Lease dated September 23, 2008 to be recorded among the official records of the County of Riverside, State of California.
3. Thereafter, Tower Entity was acquired by and merged into Tenant.
4. The term of the Agreement is for five (5) years commencing on July 27, 2006.
5. The Agreement may be extended for four (4) successive five (5) year terms.
6. The purpose of the Memorandum is to give record notice of the Agreement and of the rights created thereby, all of which are hereby confirmed. The terms of the Agreement are incorporated herein by reference. In the event of a conflict between the terms of this Memorandum or the addition of any terms in this Memorandum which are not contained in the Agreement, such conflicting or additional terms shall be deemed to be part of the Agreement and shall otherwise amend the Agreement and be controlling.
7. This Memorandum may be executed in two or more counterparts, all of which shall be considered the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. This Memorandum is not and will not be binding on either party until and unless it is fully executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

**LANDLORD:**

By: Fred Riter  
Name: Fred Riter

Date: 5-26-09

**TENANT:**  
TOWERCO ASSETS LLC, a Delaware  
limited liability company

By: Dan Hunt  
Name: Dan Hunt  
Title: Vice President and CFO

Date: 6/3/09

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**LANDLORD ACKNOWLEDGMENT**

State of Texas

County of Comal

On 26<sup>th</sup> May 2009 before me, Deborah J Startz, Notary Public  
(Here insert name and title of the officer)

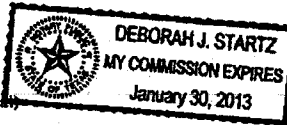
personally appeared Fred Riter  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Deborah J Startz  
Signature of Notary Public

(Notary Seal)



**TENANT ACKNOWLEDGMENT**

State of North Carolina

County of Wake

On June 3, 2009 before me, Raymond W. Moore, Notary Public  
(Here insert name and title of the officer)

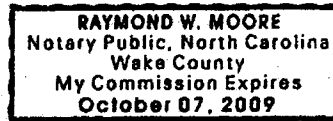
personally appeared Dan Hunt, Vice President and CFO  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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 North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Raymond W Moore  
Signature of Notary Public

(Notary Seal)



**ATTACHMENT A  
LAND**

Parcel A:

Parcel 3 of Record of Survey entitled Record of Survey of a portion of Fractional Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, as shown by Map on file in Book 35, Page(s) 33 through 36 inclusive of Maps, in the office of the County Recorder of said County.

Reserving therefrom easements for ingress, egress and utility purposes over that portion thereof within the road easements as shown on said Map.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet, but with no right of surface entry, as provided in deeds of record.

Parcel B:

An easement for equestrian purposes over those portions of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, lying within the natural washes indicated on said Map as "Water Course" as shown on Parcels 6, 36 through 41, 43 and 55 through 59, inclusive of Records of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

Parcel C:

An easement for equestrian purposes over that portion of said Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

The Southwesterly 15.00 feet of Parcel 43 of Record of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records, excepting therefrom that portion lying within Parcel B, above.

Excepting therefrom any portion described in Parcel A herein.

Parcel D:

An easement for ingress, egress and equestrian purposes over those portions lying within Section 8, Township 3 South, Range 2 West, San Bernardino Base and Meridian, described as follows:

The Westerly and Northwesterly 20.00 feet of Parcels 25, 27, 28 and 29 as shown on Record of Survey on file in Book 35, Pages 3 through 36 inclusive of Record of Survey, Riverside County Records.

The Westerly 27.00 feet of Parcels 30 through 33 inclusive as shown on Record of Survey on file in Book 35, Page(s) 33 through 36 inclusive of Records of Survey, Riverside County Records.

Excepting therefrom any portion described in Parcel A herein.

Said land is also situated in the unincorporated area of Riverside County.

Memorandum of Agreement  
TowerCo ID: CA2961  
Cascade ID: RV54XC506

Page 5 of 6

Public Record

**ATTACHMENT B  
PREMISES**

Lease Area:

Commencing at the most Westerly corner of Parcel A described in Attachment A hereinabove; thence North 30°55'32" East, 274.49 feet along the Northwesterly line of said Parcel A; thence South 59°17'04" East, 20.00 feet to the point of beginning; thence continuing South 59°17'04" East, 30.00 feet; thence North 30°42'56" East, 47.46 feet to a point; thence continuing North 30°42'56" East, 2.54 feet; thence North 59°17'04" West, 15.53 feet to a point; thence continuing North 59°17'04" West, 14.47 feet; thence South 30°42'56" West, 50.00 feet to the point of beginning.

Access Easement:

A strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described centerline:

Beginning at a point on the Northeasterly line of said Lease Area, thence North 34°28'04" East, 19.57 feet to the beginning of a curve concave to the Southeast, having a radius of 20.00 feet; thence Northeasterly, Easterly, and Southeasterly 27.04 feet along said curve through a central angle of 77°28'09"; thence South 68°03'47" East, 46.89 feet to the beginning of a curve concave to the Southwest having a radius of 20.00 feet; thence Southeasterly and Southerly 23.50 feet along said curve through a central angle of 67°18'32"; thence South 00°45'15" East, 71.00 feet to the beginning of a curve concave to the Northeast having a radius of 26.00 feet; thence Southerly and Southeasterly 18.64 feet along said curve through a central angle of 41°04'40"; thence South 41°49'55" East, 72.96 feet to the beginning of a curve concave to the Southwest having a radius of 57.00 feet; thence Southeasterly, Southerly and Southwesterly 73.30 feet along said curve through a central angle of 73°40'54"; thence South 31°50'59" West, 127.31 feet to the Southwesterly line of said Parcel A.

The sidelines of said strip of land shall be lengthened or shortened to begin on the Northeasterly line of said Lease Area and end on the Southwesterly line of said Parcel A.

Utility Easement:

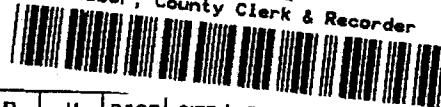
A strip of land 5.00 feet wide, lying 2.50 feet on each side of the following described centerline:

Beginning at a point on the Southeasterly line of said Lease Area, thence South 49°27'42" East, 126.31 feet; thence South 41°49'55" East, 72.42 feet to the beginning of a curve concave to the Southwest having a radius of 69.50 feet; thence 89.38 feet along said curve through a central angle of 73°40'54"; thence South 31°50'59" West, 127.10 feet to the Southwesterly line of said Parcel A.

The sidelines of said strip of land shall be lengthened or shortened to begin on the Southeasterly line of said Lease Area and end on the Southwesterly line of said Parcel A.

DOC # 2009-0358346  
07/10/2009 08:00A Fee:18.00  
Page 1 of 4

Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Royal Street Communications California, LLC  
2913 El Camino Real, # 561  
Tustin, CA 92782  
Attn.: Property Management  
Site # LA3108A

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			A					
M	A	L	465	426	PCOR	NCOR	SMF	NCHG

18  
C  
517

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into on this 30<sup>th</sup> day of June, 2009, by and between TowerCo Assets LLC, a Delaware limited liability company, with an office at 5000 Valleystone Dr., Cary, NC 27519 (hereinafter referred to as "Licensor"), and Royal Street Communications California, LLC, a Delaware limited liability company, with an office at 2913 El Camino Real, Suite 561, Tustin, CA 92782 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a Site License ("Agreement") on the 30<sup>th</sup> day of June, 2009, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial term of the Agreement is for approximately five (5) years commencing on the earlier of the date Licensee commences installation of any equipment or facilities on the Land or one hundred eighty (180) days from full execution of the Agreement (the "Commencement Date"), and expiring on at 11:59 p.m. on the last day of the calendar month in which the fifth anniversary of the Commencement Date occurs, unless the Commencement Date occurs on the first day of a calendar month, in which case, it will expire at 11:59 p.m. on the last day of the calendar month immediately prior to the fifth anniversary thereof. The Licensee also has four (4) successive five (5) year options to renew the term.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

**LICENSOR:**

TowerCo Assets LLC,  
a Delaware limited liability company

By: [Signature]

Name: Michael P. MacPherson

Title: VP, General Manager

Date: 6-29-09

**LICENSEE:**

Royal Street Communications California, LLC,  
a Delaware limited liability company

By: [Signature]

Name: Susan Delmer

Title: Assistant Manager  
of Network Development

Date: 6-30-09



STATE OF California

COUNTY OF Orange

On June 29, 2009, before me, Markella G. Markouizas, Notary Public, personally appeared Michael P. MacPherson, 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 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.  
Markella G. Markouizas  
Notary Public

(SEAL)



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, 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 signature(s) on the instrument the person(s), or 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.  
\_\_\_\_\_  
Notary Public

(SEAL)

*see attached*



2009-0358346  
07/19/2009 08:08R  
2 of 4

STATE OF CALIFORNIA

COUNTY OF ORANGE

On July 6, 2009, before me, Robin Hickman, Notary Public, personally appeared Susan Delmer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

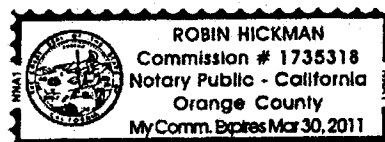
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Robin Hickman  
Notary Public

My commission expires: 3/30/2011

(SEAL)



2009-0358346  
07/18/2009 08:00A  
3 of 4

EXHIBIT "A"

DESCRIPTION OF LAND

to the Memorandum of Agreement dated 12/30, 2009, by and between TowerCo Assets LLC, a Delaware limited liability company, as Licensor, and Royal Street Communications California, LLC, a Delaware limited liability company, as Licensee.

The Land is described and/or depicted as follows:

PARCEL 1:

PARCEL 3 OF RECORD OF SURVEY ENTITLED RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 35, PAGES 33 THROUGH 35 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ALL GAS, OIL, MINERAL RIGHTS, STEAM AND OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL ENERGY BELOW THE DEPTH OF 500 FEET FROM SURFACE OF SAID LAND, BUT WITHOUT SURFACE ENTRY, AS RESERVED IN DEED RECORDED MAY 5, 1987 AS INSTRUMENT NO. 125578, OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE NATURAL WASHES INDICATED ON SAID MAP AS "WATER COURSE", AS SHOWN ON PARCELS 8, 36 THROUGH 41, 43 AND 55 THROUGH 59, INCLUSIVE OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 38 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

PARCEL 3:

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THAT PORTION OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 15.00 FEET OF PARCEL 43 OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL B, ABOVE.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

PARCEL 4:

AN EASEMENT FOR INGRESS, EGRESS AND EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE WESTERLY AND NORTHWESTERLY 20.00 FEET OF PARCELS 25, 27, 28 AND 29 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

THE WESTERLY 27.00 FEET OF PARCELS 30 THROUGH 33 INCLUSIVE AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

and otherwise known as: 14670 Gilman Springs Road, Moreno Valley, CA 92555  
A. P. N.: 422-150-006

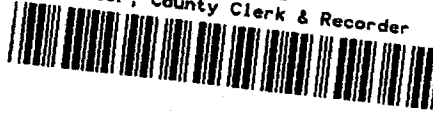
2009-0358346  
07/16/2009 08:00R  
4 of 4



DOC # 2009-0472703  
09/10/2009 08:00A Fee:51.00

Page 1 of 12  
Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:  
TowerCo Assets LLC

AND WHEN RECORDED MAIL TO:  
TowerCo  
Attn: Legal  
5000 Valleystone Drive  
Cary, NC 27519  
CA2961

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58

### ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Title of Document

Parcel No. 422-150-006-4



TRA: \_\_\_\_\_

DTT: \_\_\_\_\_

THE UNDERSIGNED GRANTOR DECLARES  
DOCUMENTARY TRANSFER TAX IS 0  
 TERM OF LEASE, INCL. OPTIONS UNDER 35 YEARS  
 COMPUTED ON FULL VALUE OF PROPERTY  
 COMPUTED ON FULL VALUE LESS VALUE OF LIENS  
OR ENCUMBRANCES REMAINING AT THE TIME OF SALE  
\_\_\_\_\_ UNINCORPORATED AREA CITY OF \_\_\_\_\_

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3:00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 03/2008)

Public Record

EXECUTION COPY

Prepared by and after recording return to:  
TowerCo Acquisition LLC  
5000 Vallestone Drive  
Cary, North Carolina 27519

Notice address for Assignee:  
Tower Entity 4 LLC  
c/o TowerCo Acquisition LLC  
5000 Vallestone Drive  
Cary, North Carolina 27519

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ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made, entered into and effective as of this 23 day of September, 2008 ("Transfer Date"), by and between:

Sprint PCS Assets, L.L.C., a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("Sprint PCS"),

Sprint Telephony PCS, L.P., a Delaware limited partnership, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("Sprint Telephony"),

PCS Leasing Company, L.P., a Delaware limited partnership, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("PCS Leasing"); and together with Sprint PCS and Sprint Telephony, "Assignors", and

Tower Entity 4 LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650 ("Assignee" or "Tower Entity").

WITNESSETH:

WHEREAS, that certain Purchase and Sale Agreement dated as of July 23, 2008 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), was entered into by and between TowerCo Acquisition LLC, the parties identified as sellers therein, Sprint Spectrum, as agent for such sellers and the "Tower Entities" (including Assignee) that

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

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Public Record

become parties thereto. All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement;

WHEREAS, Sprint PCS is either the tenant or a successor in interest to the tenant, as the case may be, under that certain Ground Lease (as defined on Exhibit "A");

WHEREAS, each of Sprint PCS, Sprint Telephony, and PCS Leasing owns or may own one or more items of the Assigned Property (as hereinafter defined);

WHEREAS, Sprint PCS, Sprint Telephony, PCS Leasing, and Tower Entity are Affiliated entities;

WHEREAS, the parties desire to assign the Ground Lease and the Assigned Property (as defined herein) as set forth more particularly herein;

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## I. Assignments

### A. Assignment to Sprint Telephony from Sprint PCS

1. Assignment. Sprint PCS does hereby convey, assign, transfer and distribute to Sprint Telephony all of its right, title, claim and interest in, to and under the Ground Lease together with the leasehold, license or other interest created thereunder.

2. Appurtenant Property, Easements, and Improvements. Sprint PCS hereby grants, bargains, conveys, transfers and distributes to Sprint Telephony all of Sprint PCS's right, title and interest, if any, (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the land demised under the Ground Lease (the "Real Property"), (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets (the property set forth in clauses (i) through (iv), collectively, but excluding any and all Excluded Assets, the "Assigned Property").

3. Acceptance of Assignment. Sprint Telephony hereby accepts the foregoing assignment of the Ground Lease and conveyance of Assigned Property and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

### B. Assignment to Sprint Telephony from PCS Leasing

1. Appurtenant Property, Easements, and Improvements. PCS Leasing hereby grants, bargains, conveys, transfers and distributes to Sprint Telephony all of PCS Leasing's right, title and interest (subject to Permitted Liens) in and to the Assigned Property.

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(20, F2) EUBANKS PROPERTY

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2. Acceptance of Assignment. Sprint Telephony hereby accepts the foregoing conveyance of Assigned Property.

**C. Assignment to Tower Entity**

1. Assignment. Immediately following the assignments, transfers and conveyances described in Sections I(A) and I(B), Sprint Telephony does hereby convey, assign, transfer and contribute to Tower Entity all of its right, title, claim and interest in, to and under the Ground Lease together with the leasehold, license or other interest created thereunder.

2. Appurtenant Property, Easements, and Improvements. Immediately following the assignments, transfers and conveyances described in Sections I(A) and I(B), Sprint Telephony hereby grants, bargains, conveys, transfers and contributes to Tower Entity all of Sprint Telephony's right, title and interest (subject to Permitted Liens) in and to the Assigned Property.

3. Acceptance of Assignment. Tower Entity hereby accepts the foregoing assignment of the Ground Lease and conveyance of Assigned Property and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

**II.**

**Miscellaneous**

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Binding Effect. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

3. Governing Law. This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. Purchase Agreement. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignors or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment shall in any way modify the express provisions (including without limitation the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the parties hereto with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

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6. Amendment. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by the parties hereto on the Transfer Date.

[Signatures on following pages]

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

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Public Record



Witnesses:

Sprint PCS Assets, L.L.C  
a Delaware limited liability company

*Matt Vellone*  
Print Name: Matt Vellone

By: *John W. Chapman*  
Print Name: John W. Chapman  
Title: Assistant Secretary

*Carol Kameel*  
Print Name: Carol Kameel

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2008, by John W. Chapman an Assistant Secretary of Sprint PCS Assets, L.L.C., a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.

*M. Shkrelli*  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MARTIN G. SHKRELI  
Notary Public, State of New York  
No. 01SH4927740  
Qualified in Westchester County  
Commission Expires April 25, 2010

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

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Public Record

Witnesses:

Sprint Telephony PCS, L.P.,  
a Delaware limited partnership

[Signature]  
Print Name: Matt Vellaer

By: [Signature]  
Name: John W. Chapman  
Title: Assistant Secretary

[Signature]  
Print Name: Carol Kamei

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19th day of September, 2008, by John W. Chapman an Assistant Secretary of Sprint Telephony PCS, L.P., a Delaware limited partnership, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.

[Signature]  
Notary Public

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MARTIN G. SHKRELI  
Notary Public, State of New York  
No. 01SH4927740  
Qualified in Westchester County  
Commission Expires April 25, 2010

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

Witnesses:

PCS Leasing Company, L.P.,  
a Delaware limited partnership

*Matt Vella*  
Print Name: Matt Vella

By: *John W. Chapman*  
Name: John W. Chapman  
Title: Assistant Secretary

*Carol Lane*  
Print Name: Carol Lane

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2008, by John W. Chapman an Assistant Secretary of PCS Leasing Company L.P., a Delaware limited partnership, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.

*M. Shkrelj*  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MARTIN G. SHKRELI  
Notary Public, State of New York  
No. 0TSH4927740  
Qualified in Westchester County  
Commission Expires April 25, 2010

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

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Public Record

Witnesses:

TOWER ENTITY 4 LLC,  
a Delaware limited liability company

*Matt Lellan*  
Print Name: Matt Lellan

By: *[Signature]*  
Print Name: John W. Chapman  
Title: Assistant Secretary

*Carol Lane*  
Print Name: Carol Lane

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2008, by John W. Chapman an Assistant Secretary of Tower Entity 4 LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.

*[Signature]*  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

MARTIN G. SHKRELI  
Notary Public, State of New York  
NO. 01SH4927740  
Qualified in Westchester County  
Commission Expires April 25, 2010

CA2961/RV54XC506  
(20, F2) EUBANKS PROPERTY

Public Record

EXHIBIT "A"

**The Ground Lease**

That certain lease agreement (the "Ground Lease") dated by and between FRED RITER, as lessor, and Sprint PCS Assets, L.L.C., successor in interest to Cox PCS Assets, L.L.C., as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Riverside, State of CA, which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ or as Official Document/Instrument Number 2009-0307089, in the Register's office of Riverside County, State of CA.

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(20, F2) EUBANKS PROPERTY

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Public Record

Exhibit B  
Real Property

PARCEL 1:

PARCEL 3 OF RECORD OF SURVEY ENTITLED RECORD OF SURVEY OF A PORTION OF FRACTIONAL SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 35, PAGES 33 THROUGH 35 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ALL GAS, OIL, MINERAL RIGHTS, STEAM AND OTHER HYDROCARBON SUBSTANCES AND GEOTHERMAL ENERGY BELOW THE DEPTH OF 500 FEET FROM SURFACE OF SAID LAND, BUT WITHOUT SURFACE ENTRY, AS RESERVED IN DEED RECORDED MAY 5, 1987 AS INSTRUMENT NO. 125578, OFFICIAL RECORDS.

PARCEL 2:

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING WITHIN THE NATURAL WASHES INDICATED ON SAID MAP AS "WATER COURSE", AS SHOWN ON PARCELS 6, 38 THROUGH 41, 43 AND 55 THROUGH 59, INCLUSIVE OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

PARCEL 3:

AN EASEMENT FOR EQUESTRIAN PURPOSES OVER THAT PORTION OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHWESTERLY 15.00 FEET OF PARCEL 43 OF RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL B, ABOVE.

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

PARCEL 4:

AN EASEMENT FOR INGRESS, EGRESS AND EQUESTRIAN PURPOSES OVER THOSE PORTIONS OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE WESTERLY AND NORTHWESTERLY 20.00 FEET OF PARCELS 25, 27, 28 AND 29 AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

THE WESTERLY 27.00 FEET OF PARCELS 30 THROUGH 33 INCLUSIVE AS SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 35, PAGES 33 THROUGH 36 INCLUSIVE OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS:

EXCEPTING THEREFROM ANY PORTION DESCRIBED IN PARCEL A HEREIN.

SAID LAND IS ALSO SITUATED IN THE UNINCORPORATED AREA OF RIVERSIDE COUNTY.

Owner Initials ZE

Cox Initials \_\_\_\_\_

*B.E.*

CA2961 (20, F2) EUBANKS PROPERTY





COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 10-00107

THE PROPERTY AT: 14670 GILMAN SPRINGS RD., MORENO VALLEY APN#: 422-156-006

WAS INSPECTED BY OFFICER: FIRE ID#: 59 ON 02/05/10 AT 0954 am/pm

AND FOUND TO BE IN VIOLATION OF RIVERSIDE COUNTY CODE(S) AS FOLLOWS:

<input type="radio"/> 5.28.040 (RCO 593)	Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="radio"/> 17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="radio"/> 8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="radio"/> 17.172.205 (RCO 348)	Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input checked="" type="radio"/> 8.120.010 (RCO 541)	Accumulated Rubbish - Remove all rubbish & dispose of in an approved legal landfill.	<input type="radio"/> 17. (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="radio"/> 15.08.010 (RCO 457)	Unpermitted Construction - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the	<input type="radio"/> 17. (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="radio"/> 15.12.020(J)(2) (RCO 457)	Unapproved Grading/Clearing - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.	<input type="radio"/> 17. (RCO 348)	Excessive Animals - Remove or reduce the number of _____ to less than _____.
<input checked="" type="radio"/> 15.16.020 (RCO 457)	Substandard Structure - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="radio"/> 17. (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="radio"/> 15.48.010 (RCO 457)	Unpermitted Mobile Home - Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input type="radio"/> 17. (RCO 348)	Excessive Outside Storage - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
<input type="radio"/> 15.48.040 (RCO 457)	Substandard Mobile Home/Trailer/RV - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.	<input type="radio"/>	

COMMENTS: \_\_\_\_\_

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 03/05/10. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_  PROPERTY OWNER  TENANT

CDL/CID# \_\_\_\_\_ D.O.B. \_\_\_\_\_ EXHIBIT NO. E  POSTED



# RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

UNIFORM HOUSING HEALTH & SAFETY  
CODE SECTIONS CODE SECTIONS

**SUBSTANDARD BUILDING CONDITIONS:**

- |  |              |                 |
|--|--------------|-----------------|
| 1. <input checked="" type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink   | 1001(b)1,2,3 | 17920.3(a)1,2,3 |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 2. <input checked="" type="checkbox"/> Lack of hot and cold running water to plumbing fixtures   | 1001(b)4,5   | 17920.3(a)4,5   |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 3. <input type="checkbox"/> Lack of connection to required sewage system   | 1001(b)14    | 17920.3(a)14    |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 4. <input type="checkbox"/> Hazardous plumbing   | 1001(f)      | 17920.3(e)      |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 5. <input checked="" type="checkbox"/> Lack of required electrical lighting  | 1001(b)10    | 17920.3(a)10    |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 6. <input type="checkbox"/> Hazardous Wiring   | 1001(e)      | 17920.3(d)      |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 7. <input checked="" type="checkbox"/> Lack of adequate heating facilities   | 1001(o)6     | 17920.3(a)6     |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 8. <input type="checkbox"/> Deteriorated or inadequate foundation  | 1001(c)1     | 17920.3(b)1     |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports   | 1001(c)2     | 17920.3(b)2     |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 10. <input checked="" type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration                      | 1001(c)4     | 17920.3(b)4     |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 11. <input checked="" type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration | 1001(e)6     | 17920.3(b)6     |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 12. <input checked="" type="checkbox"/> Dampness of habitable rooms <i>Broken windows</i>  | 1001(b)11    | 17920.3(a)11    |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 13. <input checked="" type="checkbox"/> Faulty weather protection  | 1001(h)1-4   | 17920.3(g)1-4   |
| A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.                              |              |                 |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 14. <input checked="" type="checkbox"/> General dilapidation or improper maintenance   | 1001(b)13    | 17920.3(a)13    |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 15. <input type="checkbox"/> Fire hazard   | 1001(i)      | 17920.3(h)      |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 16. <input type="checkbox"/> Extensive fire damage   |              |                 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 17. <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant <i>GRAFFITI</i>  |              |                 |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                                |              |                 |
| 18. <input type="checkbox"/> Improper occupancy  | 1001(n)      | 17920.3(n)      |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 19. <input type="checkbox"/>   |              |                 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 20. <input type="checkbox"/>   |              |                 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |

\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CN1006107 Address 14670 GILMAN SPRINGS RD., MORENO VALLEY 92555

Date 02/05/10 Officer I. FIVE #59 2

*SEE METER REMOVED* *PROpane TANK REMOVED* EXHIBIT NO. E

285-025 (4/96)

Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure

CO OF RIVERSIDE

Fax:951-485-4938

Aug 19 2010 07:26am P002/002



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

February 16, 2010

RE CASE NO: CV1000958

I, James Pike, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock Ave., Suite C-1, Moreno Valley, California 92557 .

That on 02/05/2010 at 0954, I securely and conspicuously posted Notice of Violation at the property described as:

**Property Address:** 14670 GILMAN SPRINGS RD, MORENO VALLEY

**Assessor's Parcel Number:** 422-150-006

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on February 16, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

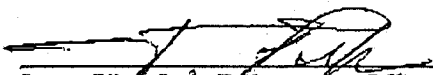
  
By: James Pike, Code Enforcement Officer

EXHIBIT NO.       E<sup>3</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 16, 2010

FRED RITER  
14670 GILMAN SPRINGS RD  
MORENO VALLEY, CA. 92555

RE CASE NO: CV1000107

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 9.32.030 (Ord. 704) , 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 9.32.030 (Ord. 704) - It is unlawful for any person to place graffiti, or allow graffiti to remain upon any public or privately-owned permanent building, structure, sign, or other facility located on publicly or privately-owned real property within the unincorporated areas of Riverside County.
- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control:
- 3) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) Remove the graffiti from the structure/dwelling.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

E<sup>A</sup>

COMPLIANCE MUST BE COMPLETED BY March 16, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: James Pike, Code Enforcement Officer III

EXHIBIT NO.     E<sup>5</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 16, 2010

TOWER ENTITY 4 LLC  
6391 SPRINT PKWY  
OVERLAND PARK, KS 66251-6100

RE CASE NO: CV1000107

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 9.32.030 (Ord. 704) , 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 9.32.030 (Ord. 704) - It is unlawful for any person to place graffiti, or allow graffiti to remain upon any public or privately-owned permanent building, structure, sign, or other facility located on publicly or privately-owned real property within the unincorporated areas of Riverside County.
- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 3) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) Remove the graffiti from the structure/dwelling.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

24318 HEMLOCK AVE., SUITE C-1, MORENO VALLEY, CALIFORNIA 92557  
(951) 485-5840 • FAX (951) 485-4938

**EXHIBIT NO.** \_\_\_\_\_

E<sup>6</sup>

COMPLIANCE MUST BE COMPLETED BY March 16, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: James Pike, Code Enforcement Officer III

EXHIBIT NO. E7



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 16, 2010

TOWER ENTITY 4 LLC  
14670 GILMAN SPRINGS ROAD  
MORENO VALLEY, CA 92555

RE CASE NO: CV1000107

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 9.32.030 (Ord. 704) , 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 9.32.030 (Ord. 704) - It is unlawful for any person to place graffiti, or allow graffiti to remain upon any public or privately-owned permanent building, structure, sign, or other facility located on publicly or privately-owned real property within the unincorporated areas of Riverside County.
- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 3) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

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- 3) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

COMPLIANCE MUST BE COMPLETED BY March 16, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: James Pike, Code Enforcement Officer III

EXHIBIT NO. E9



# RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

UNIFORM HOUSING HEALTH & SAFETY  
CODE SECTIONS CODE SECTIONS

**SUBSTANDARD BUILDING CONDITIONS:**

<p>1. <input checked="" type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>2. <input checked="" type="checkbox"/> Lack of hot and cold running water to plumbing fixtures OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>3. <input type="checkbox"/> Lack of connection to required sewage system OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>4. <input type="checkbox"/> Hazardous plumbing OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>5. <input checked="" type="checkbox"/> Lack of required electrical lighting OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>6. <input type="checkbox"/> Hazardous Wiring OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>7. <input checked="" type="checkbox"/> Lack of adequate heating facilities OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>8. <input type="checkbox"/> Deteriorated or inadequate foundation OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>10. <input checked="" type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>11. <input checked="" type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>12. <input checked="" type="checkbox"/> Dampness of habitable rooms <i>Basement windows</i> OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>13. <input checked="" type="checkbox"/> Faulty weather protection A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering. OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>14. <input checked="" type="checkbox"/> General dilapidation or improper maintenance OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>15. <input type="checkbox"/> Fire hazard OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>16. <input type="checkbox"/> Extensive fire damage OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17. <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant <i>Garage</i> OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>18. <input type="checkbox"/> Improper occupancy OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>19. <input type="checkbox"/> OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>20. <input type="checkbox"/> OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure</p>	<p>1001(b)1,2,3 17920.3(a)1,2,3</p> <p>1001(b)4,5 17920.3(a)4,5</p> <p>1001(b)14 17920.3(a)14</p> <p>1001(f) 17920.3(e)</p> <p>1001(b)10 17920.3(a)10</p> <p>1001(e) 17920.3(d)</p> <p>1001(o)6 17920.3(a)6</p> <p>1001(c)1 17920.3(b)1</p> <p>1001(c)2 17920.3(b)2</p> <p>1001(c)4 17920.3(b)4</p> <p>1001(c)6 17920.3(b)6</p> <p>1001(b)11 17920.3(a)11</p> <p>1001(h)1-4 17920.3(g)1-4</p> <p>1001(b)13 17920.3(a)13</p> <p>1001(i) 17920.3(h)</p> <p>1001(n) 17920.3(n)</p>
--	---

\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CW1006107 Address 14670 GILMAN SPRINGS RD., MORENO VALLEY 92555

Date 02/05/10 Officer L. FIVE #59 E<sup>10</sup>

SCM METER REMOVED  
PROPANE TANK REMOVED

EXHIBIT NO. \_\_\_\_\_



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**PROOF OF SERVICE**

Case No. CV1000107

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Ana Carrillo, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on February 16, 2010, I served the following documents(s):

**NOTICE RE: Notice of Violation (RCC 9.32.030, 8.120.010 & 15.16.020)**

**Notice of Defects (1)**

by placing a true copy thereof enclosed in a sealed envelope(s) address as follows:

FRED RITER 14670 GILMAN SPRINGS RD, MORENO VALLEY, CA. 92555  
TOWER ENTITY 4 LLC 6391 SPRINT PKWY, OVERLAND PARK, KS 66251-6100  
TOWER ENTITY 4 LLC 14670 GILMAN SPRINGS ROAD, MORENO VALLEY, CA 92555

**BY CERTIFIED-RETURN RECEIPT REQUESTED MAIL.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

**STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON February 16, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Ana Carrillo, Code Enforcement Aide

**EXHIBIT NO.** \_\_\_\_\_

E<sup>11</sup>

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fred Riter  
 14670 Gilman Springs Road  
 Moreno Valley, CA 92555  
 CV10-00107 / JP 422

**REC'D MAR 08 2010**

2. Article Number  
 (Transfer from service label)

7009 0820 0001 7230 4742

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

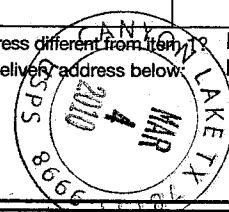
A. Signature

X *Fred Riter*  Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below  No



3. Service Type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**U.S. Postal Service™  
 CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

7009 0820 0001 7230 4742

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postman Here

*ELZ*

Fred Riter  
 14670 Gilman Springs Road  
 Moreno Valley, CA 92555  
 CV10-00107 / JP 422

**EXHIBIT NO.**

for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <b>X</b> Dwayne Parks <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <i>Dwayne Parks</i></p> <p>C. Date of Delivery  <i>FEB 19 2010</i></p>
<p>1. Article Addressed to:</p> <p>Tower Entity 4 LLC          6391 Sprint Pkwy          Overland Park, KS 66251-6100          CV10-00107 / JP 422</p> <p><b>REC'D FEB 22 2010</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number          (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>7009 0820 0001 7230 4759</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> ®	
<b>OFFICIAL USE</b>	
Postage \$ _____ Certified Fee _____ Return Receipt Fee (Endorsement Required) _____ Restricted Delivery Fee (Endorsement Required) _____ Total Postage & Fees \$ _____	Postmark Here <div style="text-align: center; font-size: 2em;">             FEB 19 2010           </div>
Tower Entity 4 LLC 6391 Sprint Pkwy Overland Park, KS 66251-6100 CV10-00107 / JP 422	

7009 0820 0001 7230 4759

B  
E

EXHIBIT NO.

for instructions

**CERTIFIED MAIL™**

COUNTY OF RIVERSIDE  
Code Enforcement Department  
24318 Hemlock Avenue, Suite C-1  
Moreno Valley, CA 92557

RETURN RECEIPT REQUESTED

RETURN RECEIPT REQUESTED

REC'D FEB 22 2010

Tower Entity 4 LLC  
14670 Gilman Springs Road  
Moreno Valley, CA 92555  
CV10-00107 / JP 422

UNK



7009 0820 0001 7230 4766



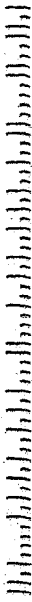
02 1M  
0004234315 FEB 16 2010  
MAILED FROM ZIP CODE 92504

\$ 05.54<sup>0</sup>

NIXIE 929 SE 1 00 02/18/10

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92557722431 \*2804-22532-15-35



92555-8852-07224

7009 0820 0001 7230 4766

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

E14

Tower Entity 4 LLC  
14670 Gilman Springs Road  
Moreno Valley, CA 92555  
CV10-00107 / JP 422

EXHIBIT NO. \_\_\_\_\_

for Instru ins



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 19, 2010

Secured Bankers Mortgage  
14761 Califa Street  
Van Nuys, CA 91411-3107

RE CASE NO: CV1000107 at 14670 GILMAN SPRINGS RD, MORENO VALLEY, California, Assessor's Parcel Number 422-150-006

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

**COMPLIANCE MUST BE COMPLETED BY April 19, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**

**EXHIBIT NO.**                     E15

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. \_\_\_\_\_

E 16



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 19, 2010

RECONTRUST COMPANY  
1800 TAPO CANYON RD  
CA6-914-01-094  
SIMI VALLEY, CA 93063

RE CASE NO: CV1000107 at 14670 GILMAN SPRINGS RD, MORENO VALLEY, California, Assessor's Parcel Number 422-150-006

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
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**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

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COMPLIANCE MUST BE COMPLETED BY April 19, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**

24318 HEMLOCK AVE., SUITE C-1, MORENO VALLEY, CALIFORNIA 92557  
(951) 485-5840 • FAX (951) 485-4938

**EXHIBIT NO.** \_\_\_\_\_

E<sup>n</sup>



YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. \_\_\_\_\_

E 18



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**NOTICE OF VIOLATION**

March 19, 2010

Fred Riter  
469 W. Clark Dr. Unit 20  
Canyon Lake, TX 78133

RE CASE NO: CV1000107 at 14670 GILMAN SPRINGS RD, MORENO VALLEY, California, Assessor's Parcel Number 422-150-006

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

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EA

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CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. E<sup>20</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**NOTICE OF VIOLATION**

March 19, 2010

Custom Recording Solutions  
2550 N Redhill Ave.  
Santa Ana, CA 92705

RE CASE NO: CV1000107 at 14670 GILMAN SPRINGS RD, MORENO VALLEY, California, Assessor's Parcel Number 422-150-006

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

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24318 HEMLOCK AVE., SUITE C-1, MORENO VALLEY, CALIFORNIA 92557  
(951) 485-5840 • FAX (951) 485-4938

**EXHIBIT NO.** \_\_\_\_\_

E-21

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. \_\_\_\_\_

E22



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**NOTICE OF VIOLATION**

March 19, 2010

Sprint Contracts & Performance  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

RE CASE NO: CV1000107 at 14670 GILMAN SPRINGS RD, MORENO VALLEY, California, Assessor's Parcel Number 422-150-006

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

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24318 HEMLOCK AVE., SUITE C-1, MORENO VALLEY, CALIFORNIA 92557  
(951) 485-5840 • FAX (951) 485-4938

**EXHIBIT NO.** \_\_\_\_\_

E<sup>23</sup>

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CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. \_\_\_\_\_

E24



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 19, 2010

Land America  
5600 Cox Road  
Glen Allen, VA 23060

RE CASE NO: CV1000107 at 14670 GILMAN SPRINGS RD, MORENO VALLEY, California, Assessor's Parcel Number 422-150-006

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

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24318 HEMLOCK AVE., SUITE C-1, MORENO VALLEY, CALIFORNIA 92557  
(951) 485-5840 • FAX (951) 485-4938

**EXHIBIT NO.**           E<sup>25</sup>



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CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. \_\_\_\_\_

E-26



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**NOTICE OF VIOLATION**

March 19, 2010

Tower Entity 4 LLC (C/O - TowerCo Acquisition LLC)  
(Attention Legal)  
5000 Valleystone Drive  
Cary, NC 27519

RE CASE NO: CV1000107 at 14670 GILMAN SPRINGS RD, MORENO VALLEY, California, Assessor's Parcel Number 422-150-006

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 14670 GILMAN SPRINGS RD, MORENO VALLEY California, Assessor's Parcel Number 422-150-006, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

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24318 HEMLOCK AVE., SUITE C-1, MORENO VALLEY, CALIFORNIA 92557  
(951) 485-5840 • FAX (951) 485-4938

**EXHIBIT NO.** \_\_\_\_\_

E 27

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. E<sup>28</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 19, 2010

Royal Street Communications California, LLC  
Attention Property Management (Site LA3108A)  
2913 El Camino Real, # 561  
Tustin, CA 92782

RE CASE NO: CV1000107 at 14670 GILMAN SPRINGS RD, MORENO VALLEY, California, Assessor's Parcel Number 422-150-006

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24318 HEMLOCK AVE., SUITE C-1, MORENO VALLEY, CALIFORNIA 92557  
(951) 485-5840 • FAX (951) 485-4938

EXHIBIT NO. \_\_\_\_\_

E<sup>29</sup>

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CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. \_\_\_\_\_

E30

# RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT

## NOTICE OF DEFECTS

**SUBSTANDARD BUILDING CONDITIONS:**

UNIFORM HOUSING HEALTH & SAFETY  
CODE SECTIONS CODE SECTIONS

- |   |                     |  |
|---|---------------------|--|
| <p>1. <input checked="" type="checkbox"/> Lack of or improper water closet (lavatory), bathtub, shower or kitchen sink<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>  | <p>1001(b)1,2,3</p> | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(a)1,2,3</p> |
| <p>2. <input checked="" type="checkbox"/> Lack of hot and cold running water to plumbing fixtures<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(b)4,5</p>   | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(a)4,5</p>   |
| <p>3. <input type="checkbox"/> Lack of connection to required sewage system<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(b)14</p>    | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(a)14</p>    |
| <p>4. <input type="checkbox"/> Hazardous plumbing<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(f)</p>      | <p><input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(e)</p>                 |
| <p>5. <input checked="" type="checkbox"/> Lack of required electrical lighting<br/>OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(b)10</p>    | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(a)10</p>    |
| <p>6. <input type="checkbox"/> Hazardous Wiring<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(e)</p>      | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(d)</p>      |
| <p>7. <input checked="" type="checkbox"/> Lack of adequate heating facilities<br/>OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes</p>  | <p>1001(o)6</p>     | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(a)6</p>     |
| <p>8. <input type="checkbox"/> Deteriorated or inadequate foundation<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>  | <p>1001(e)1</p>     | <p><input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(b)1</p>                |
| <p>9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(e)2</p>     | <p><input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(b)2</p>                |
| <p>10. <input checked="" type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>  | <p>1001(c)4</p>     | <p><input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(b)4</p>                |
| <p>11. <input checked="" type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration<br/>OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes</p>  | <p>1001(e)6</p>     | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(b)6</p>     |
| <p>12. <input checked="" type="checkbox"/> Dampness of habitable rooms <i>broken windows</i><br/>OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(b)11</p>    | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(a)11</p>    |
| <p>13. <input checked="" type="checkbox"/> Faulty weather protection<br/>A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.<br/>OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes</p> | <p>1001(h)1-4</p>   | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(g)1-4</p>   |
| <p>14. <input checked="" type="checkbox"/> General dilapidation or improper maintenance<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(b)13</p>    | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(a)13</p>    |
| <p>15. <input type="checkbox"/> Fire hazard<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p>1001(i)</p>      | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(b)</p>      |
| <p>16. <input type="checkbox"/> Extensive fire damage<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p></p>             | <p><input type="checkbox"/> Demolish Or Rehabilitate Structure</p>                                   |
| <p>17. <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant <i>GRAFFITI</i><br/>OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p></p>             | <p><input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure</p>                        |
| <p>18. <input type="checkbox"/> Improper occupancy<br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>  | <p>1001(n)</p>      | <p><input type="checkbox"/> Demolish Or Rehabilitate Structure</p> <p>17920.3(n)</p>                 |
| <p>19. <input type="checkbox"/><br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p></p>             | <p><input type="checkbox"/> Demolish Or Rehabilitate Structure</p>                                   |
| <p>20. <input type="checkbox"/><br/>OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes</p>   | <p></p>             | <p><input type="checkbox"/> Demolish Or Rehabilitate Structure</p>                                   |

\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV1000107 Address 14670 GUNNAN SPRINGS RD., MORENO VALLEY 92555

Date 02/05/10 Officer I. FIVE #59

285-025 (4/95) PROPRANE TANK REMOVED

EXHIBIT NO. 31 E

Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**PROOF OF SERVICE**

Case No. CV1000107

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Ana Carrillo, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on March 19, 2010, I served the following documents(s):

**NOTICE RE: Notice of Violation (RCC 8.120.010 & 15.16.020)**

**Notice of Defects (1)**

by placing a true copy thereof enclosed in a sealed envelope(s) by **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

1. Secured Bankers Mortgage 14761 Califa Street, Van Nuys, CA 91411-3107
2. RECONTRUST COMPANY 1800 TAPO CANYON RD CA6-914-01-094, SIMI VALLEY, CA 93063
3. Fred Riter 469 W. Clark Dr. Unit 20, Canyon Lake, TX 78133
4. Custom Recording Solutions 2550 N Redhill Ave., Santa Ana, CA 92705
5. Sprint Contracts & Performance Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway, Overland Park, KS 66251-2650
6. Land America 5600 Cox Road, Glen Allen, VA 23060
7. Tower Entity 4 LLC (C/O - TowerCo Acquisition LLC) (Attention Legal) 5000 Valleystone Drive, Cary, NC 27519
8. Royal Street Communications California, LLC Attention Property Management (Site LA3108A) 2913 El Camino Real, # 561, Tustin, CA 92782

**By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

**STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON March 19, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Ana Carrillo  
By: Ana Carrillo, Code Enforcement Aide

EXHIBIT NO. E 32

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7009 1410 0002 1988 7270

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	¢	

Secured Bankers Mortgage  
 14761 Califa Street  
 Van Nuys, CA 91411-3107  
 CV10-00107 / JD 422-150-006

See reverse for instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Secured Bankers Mortgage  
 14761 Califa Street  
 Van Nuys, CA 91411-3107  
 CV10-00107 / JD 422-150-006

**REC'D MAR 29 2010**

2. Article Number  
 (Transfer from service label)

7009 1410 0002 1988 7270

PS Form 3811, February 2004

Domestic Return Receipt

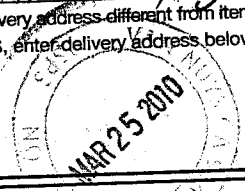
102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 No  
 If YES, enter delivery address below:



3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

EXHIBIT NO. \_\_\_\_\_

E<sup>33</sup>



**U.S. Postal Service™**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)®

7009 1410 0002 1988 7294

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Reconstrust Company  
 1800 Tapo Canyon Road  
 CA6-914-01-094  
 Simi Valley, CA 93063  
 CV10-00107 / JD 422-150-006

for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Reconstrust Company  
 1800 Tapo Canyon Road  
 CA6-914-01-094  
 Simi Valley, CA 93063  
 CV10-00107 / JD 422-150-006

REC'D MAR 25 2010

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent  
 Addressee

B. Received by (Printed Name)

NELSON A. HERNANDEZ

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No



3. Service Type

- Certified Mail     Express Mail  
 Registered         Return Receipt for Merchandise  
 Insured Mail         C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number  
 (Transfer from service label)

7009 1410 0002 1988 7294

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. \_\_\_\_\_

E-34

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7009 1410 0002 1988 7300

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Fred Riter  
 469 W. Clark Drive, Unit # 20  
 Canyon Lake, TX 78133  
 CV10-00107 / JD 422-150-006

for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fred Riter  
 469 W. Clark Drive, Unit # 20  
 Canyon Lake, TX 78133  
 CV10-00107 / JD 422-150-006

REC'D APR 02 2010

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
 FRED RITER 3-30-10

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7009 1410 0002 1988 7300

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. \_\_\_\_\_

E<sup>35</sup>

**U.S. Postal Service™**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7009 1410 0002 1988 7317

Postage \$		Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage		

Custom Recording Solutions  
 2550 N. Redhill Avenue  
 Santa Ana, CA 92705  
 CV10-00107 / JD 422-150-006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

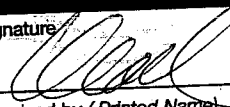
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Custom Recording Solutions  
 2550 N. Redhill Avenue  
 Santa Ana, CA 92705  
 CV10-00107 / JD 422-150-006

REC'D MAR 23 2010

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature   Agent  
 Addressee

B. Received by (Printed Name) \_\_\_\_\_ Date of Delivery 3/22/10

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7009 1410 0002 1988 7317

EXHIBIT NO. E 34

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**OFFICIAL USE**

7008 0150 0003 8333 8085

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sprint Contracts & Performance  
 Mail Stop KSOPHT0101-Z2650  
 6391 Sprint Parkway  
 Overland Park, KS 66251-2650  
 CV10-00107 / JD 422-150-006

for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sprint Contracts & Performance  
 Mail Stop KSOPHT0101-Z2650  
 6391 Sprint Parkway  
 Overland Park, KS 66251-2650  
 CV10-00107 / JD 422-150-006

**REC'D MAR 26 2010**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature M. Hayes  Agent  Addressee

X

B. Received by (*Printed Name*) \_\_\_\_\_ C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (*Extra Fee*)  Yes

2. Article Number

(Transfer from service label)

7008 0150 0003 8333 8085

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. \_\_\_\_\_

E<sup>37</sup>

422-150-006

10-00107

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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7008 0150 0003 8333 8092

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Land America  
5600 Cox Road  
Glen Allen, VA 23060  
CV10-00107 / JD 422-150-006


for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to  
**REC'D MAR 25 2010**

Land America  
5600 Cox Road  
Glen Allen, VA 23060  
CV10-00107 / JD 422-150-006

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*[Signature]*  Agent  Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery **3/22/10**

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

**MAR 22 2010**

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7008 0150 0003 8333 8092**

EXHIBIT NO.       E-38

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**OFFICIAL USE**

7008 0150 0003 8333 8108

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$</b>
Tower Entity 4 LLC	
C/O Tower Co Acquisition LLC	
Attention Legal	
5000 Valleystone Drive	
Cary, NC 27519	
CV10-00107 / JD 422-150-006	

Postmark  
Here

for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

REC'D MAR 25 2010

Tower Entity 4 LLC  
 C/O Tower Co Acquisition LLC  
 Attention Legal  
 5000 Valleystone Drive  
 Cary, NC 27519  
 CV10-00107 / JD 422-150-006

2. Article Number  
(Transfer from service label)

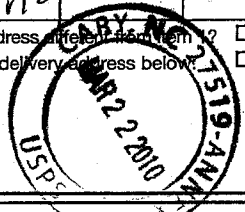
7008 0150 0003 8333 8108

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Sandy King  Agent  Addressee

B. Received by (Printed Name) S. King C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below



3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

E-39

PAMELA J. WALLS  
County Counsel

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE



KATHERINE A. LIND  
Assistant County Counsel

3960 ORANGE STREET, FIFTH FLOOR  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 951/955-6363

October 13, 2010

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND  
ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties  
(See Attached Proof of Service  
and Notice List)

Case No.: CV 10-00107  
APN: 422-150-006; RITER  
Property: 14670 Gilman Springs Rd., Moreno Valley

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 & 541 (RCC Titles 15 & 8) and 725 (RCC Title 1) to consider the abatement of the substandard structure and accumulated rubbish located on the SUBJECT PROPERTY described as 14670 Gilman Springs Rd., Moreno Valley, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 422-150-006.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the substandard structure and accumulated rubbish from the real property.

SAID HEARING will be held on **Tuesday, November 2, 2010, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

**You are encouraged to contact Supervising Code Enforcement Officer Mary Overholt at (951) 485-5840 or the undersigned prior to the hearing. Please meet the undersigned and Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1<sup>st</sup> floor annex in front of the Clerk of the Board's Office to discuss the case.**

PAMELA J. WALLS  
Riverside County Counsel

Julie A. Jarvi  
Deputy County Counsel

EXHIBIT NO. 6

NOTICE LIST

Subject Property: 14670 Gilman Springs Road, Moreno Valley

Case No.: CV 10-00107 APN: 422-150-006; District 5

FRED RITER  
14670 GILMAN SPRINGS RD.  
MORENO VALLEY, CA 92555

FRED RITER  
469 W. CLARK DR., UNIT 20  
CANYON LAKE, TX 78133

CAMELIA GUTIERREZ  
39542 SUNROSE DRIVE  
MURRIETA, CA 92562

RECONTRUST COMPANY  
1800 TAPO CANYON ROAD  
SIMI VALLEY, CA 93063

SECURED BANKERS MORTGAGE  
14761 CALIFA STREET  
VAN NUYS, CA 91411

BANK OF AMERICA, N.A.  
2550 N. REDHILL AVE.  
SANTA ANA, CA 92705

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC  
PO BOX 2026  
FLINT, MI 48501-2026

Office of County Counsel  
3960 Orange Street, 5th Floor  
Riverside, CA 92501

7009 3410 0000 1317 9131



FRED RITER  
14670 GILMAN SPRINGS RD  
MORENO VALLEY CA 92555

*[Handwritten Signature]*



NOT DELIVERABLE  
UNABLE TO FORWARD  
RETURN TO SENDER  
AS ADDRESSED

SC: 92501984405

X2704-09198-13-38

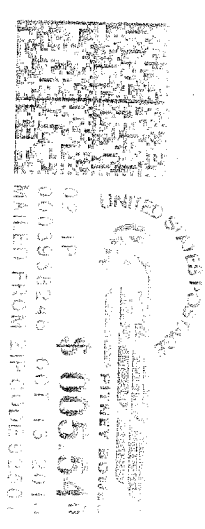
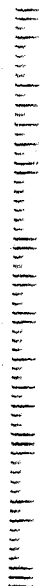


EXHIBIT NO.         62





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Track & Confirm [FAQs](#)

# Track & Confirm

## Search Results

Label/Receipt Number: **7009 3410 0000 1317 9124**  
Service(s): **Certified Mail™**  
Status: **Delivered**

Your item was delivered at 6:56 am on October 20, 2010 in OCALA, FL 34478.

### Detailed Results:

- **Delivered, October 20, 2010, 6:56 am, OCALA, FL 34478**
- **Forwarded, October 16, 2010, 10:33 am, FLINT, MI**
- **Arrival at Unit, October 16, 2010, 10:00 am, FLINT, MI 48502**

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

### Track & Confirm

Enter Label/Receipt Number.

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[Site Map](#)   [Customer Service](#)   [Forms](#)   [Gov't Services](#)   [Careers](#)   [Privacy Policy](#)   [Terms of Use](#)   [Business Customer Gateway](#)

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7009 3410 0000 1317 9124

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL® RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>
Mailed 10/13/10	
Postmark Here	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC PO BOX 2026 FLINT MI 48501-2026	
PS Form 3800, August 2006      See Reverse for Instructions	

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EXHIBIT NO.



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Track & Confirm FAQs

# Track & Confirm

## Search Results

Label/Receipt Number: **7009 3410 0000 1317 9148**  
Service(s): **Certified Mail™**  
Status: **Notice Left**

We attempted to deliver your item at 1:06 pm on October 16, 2010 in CANYON LAKE, TX 78133 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to [www.usps.com/redelivery](http://www.usps.com/redelivery), or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 15 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

### Detailed Results:

- **Notice Left, October 16, 2010, 1:06 pm, CANYON LAKE, TX 78133**
- **Arrival at Unit, October 16, 2010, 10:06 am, CANYON LAKE, TX 78133**

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

[Site Map](#) [Customer Service](#) [Forms](#) [Gov't Services](#) [Careers](#) [Privacy Policy](#) [Terms of Use](#) [Business Customer Gateway](#)

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7009 3410 0000 1317 9148

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 1.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>
Postmark Here	
MAILED 10/13/10	
Sent To:	
Street or PO	FRED RITER
City	469 W CLARK DR UNIT 20 CANYON LAKE TX 78133
PS Form 3800, August 2006	
See Reverse for Instructions	

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EXHIBIT NO. \_\_\_\_\_



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# Track & Confirm

## Search Results

Label/Receipt Number: **7009 3410 0000 1317 9186**  
Service(s): **Certified Mail™**  
Status: **Delivered**

Your item was delivered at 2:18 pm on October 14, 2010 in SANTA ANA, CA 92711.

### Detailed Results:

- **Delivered, October 14, 2010, 2:18 pm, SANTA ANA, CA 92711**
- **Arrival at Unit, October 14, 2010, 10:37 am, SANTA ANA, CA 92711**

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

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7009 3410 0000 1317 9186

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>
Postmark Here	
Mailed 10/13/10	
Sent To	
Street, A or PO Box	BANK OF AMERICA NA
City, State	2550 N REDHILL AVE SANTA ANA CA 92705
PS Form 3800, August 2006	
See Reverse for Instructions	

EXHIBIT NO. 76

1 **PROOF OF SERVICE**

2 Case No. CV 10-00107

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Brenda Peeler, declare that I am a citizen of the United States and am employed in the County of  
5 Riverside, over the age of 18 years and not a party to the within action or proceeding; that my  
business address is 3960 Orange Street, 5<sup>th</sup> Floor, Riverside, California 92501.

6 That on October 13, 2010, I served the following document(s):

7 **NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS**  
8 **AND ABATE PUBLIC NUISANCE**

9 by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

10 **Owners or Interested Parties**  
11 **(see attached notice list)**

12 XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar"  
13 with the office's practice of collection and processing correspondence for mailing. Under  
that practice it would be deposited with the U.S. Postal Service on that same day with  
postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

14     **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices  
15 of the addressee(s).

16 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the**  
above is true and correct.

17     **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at**  
18 whose direction the service was made.

19 EXECUTED ON October 13, 2010, at Riverside, California.

20   
21 \_\_\_\_\_  
22 BRENDA PEELER

23  
24  
25  
26  
27  
28 **EXHIBIT NO.** \_\_\_\_\_ 68



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

October 18, 2010

RE CASE NO: CV1000107

I, Jacob Dietrich, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock, Ave., Suite C-1, Moreno Valley, California 92557 .

That on 10/18/10 at 1220 hours, I securely and conspicuously posted a 'Notice to Correct County Ordinance Violations and Abate Public Nuisance' ([RCO No. 457 RCC Title 15] & [RCO No. 541 RCC Title 8]), 'Notice List', & 'Proof of Service' at the property described as:

**Property Address:** 14670 GILMAN SPRINGS RD, Moreno Valley

**Assessor's Parcel Number:** 422-150-006

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on October 18, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Jacob Dietrich, Code Enforcement Officer

EXHIBIT NO. 69