

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

306B



FROM: County Counsel/TLMA  
Code Enforcement Department

SUBMITTAL DATE:  
November 24, 2009

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]  
Case No.: CV 07-5494 (LAWS)  
Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore;  
APN: 382-400-006  
District One

RECOMMENDED MOTION: Move that:

- (1) The grading without permits on the real property located at 1 Parcel South of 18813 Grand Avenue, Lake Elsinore, Riverside County, California, APN: 382-400-006, be declared a public nuisance and a violation of Riverside County Ordinance No. 457, which does not permit grading of more than fifty (50) cubic yards without a grading permit.
- (2) A five (5) year hold on the issuance of building permits and land use approvals be placed on The Property.

Departmental Concurrence

JONATHAN D. HOLUB, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

(Continued)

FINANCIAL  
DATA

Current F.Y. Total Cost:

\$ N/A

Current F.Y. Net County Cost:

\$ N/A

Annual Net County Cost:

\$ N/A

In Current Year Budget:

N/A

Budget Adjustment:

N/A

For Fiscal Year:

N/A

SOURCE OF FUNDS:

Positions To Be  
Deleted Per A-30

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Gary M. Christmas

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley

Nays: None

Absent: None

Date: February 9, 2010

xc: Co. Co., CED(2), Prop. Owner

Kecia Harper-Ihem

Clerk of the Board

By:

Deputy

Prev. Agn. Ref.:

District: 1

Agenda Number:

ATTACHMENTS FILED

WITH THE CLERK OF THE BOARD

9.1

- (3) Laws Lunch & Dinner, Inc., the Owner of the subject real property or whoever has possession or control of the premises, be directed to restore or remediate the unpermitted grading within ninety (90) days.
- (4) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the mailing and posting of the Board's Order to Abate, that representatives of the Code Enforcement Department are authorized to obtain the services of a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, to restore or remediate the property so as to prevent offsite drainage and slope erosion.
- (5) 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 Ordinance No. 725.
- (6) Upon the restoration or remediation of the property and payment of all abatement costs assessed against the property the five (5) year hold on the issuance of building permits and land use approvals will be lifted.
- (7) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the grading without a permit on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

**JUSTIFICATION:**

1. An inspection was made of the subject property by the Code Enforcement Officer on July 3, 2007. The inspection revealed grading on the property that caused deviation from the natural topography in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer estimated that at least two hundred and ninety-two (292) cubic yards of dirt has been graded. A search of Riverside County records indicates that no permit for grading has been obtained. This creates a public and attractive nuisance.
2. Follow-up inspections on January 4, 2008, August 26, 2008, January 16, 2009, September 10, 2009, and November 13, 2009 revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

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**BOARD OF SUPERVISORS**

**COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE  
[GRADING WITHOUT PERMITS] APN 382-400-  
006, 1 PARCEL SOUTH OF 18813 GRAND  
AVENUE, LAKE ELSINORE, COUNTY OF  
RIVERSIDE, STATE OF CALIFORNIA,; LAWS  
LUNCH & DINNER, INC., OWNER

) CASE NO: CV 07-5494  
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**EXHIBITS OF PROPERTY OWNER, LAWS LUNCH & DINNER, INC. FOR  
HEARING ON FEBRUARY 9, 2010 IN CASE NO: CV 07-5494**


DATED: February 9, 2010

Respectfully submitted,

BY:

  
FRED L. KNEZ

Attorney for Property Owner, LAWS LUNCH  
& DINNER, INC.

Submitted by   
2-9-10 Item 9.1  
(date)



October 16, 2009

Fred J. Knez, Attorney  
P.O. Box 70090  
Riverside, CA 92513

Re: 18815 Grand Avenue, Lake Elsinore - APN: 382-400-006

Dear Mr. Knez,

On Thursday, October 1<sup>st</sup>, 2009 we met with various Riverside County personnel at the address listed above. The purpose of our meeting was to discuss a code enforcement violation that has caused a 5-year development hold to be placed on the property. I believe the violation indicated that illegal clearing and grading was performed on the site.

You have asked me to prepare this letter based on that site meeting and my understanding of the events that led up to this point.

In May 2007, our firm, Joseph E. Bonadiman and Assoc., Inc. (JBA) was contracted to prepare a residential rough grading plan for the site. We prepared a preliminary grading plan and presented it to the owner so he could hire a geotechnical firm to start their fieldwork. Around this time the owner received a weed abatement letter from the County Fire District. The owner hired an operator to use a bulldozer type machine to gain access to the hillside along an existing 12-foot wide road (see Google Exhibit attached.) It appears that the operator widened the road along the southeast portion of the property, then started pushing brush down to the bottom of the hill along the northwest portion. I assume that the reason for the widening of the road was two-fold, first to allow access for the soils engineer and second to allow him to start clearing from the top of the hill. I believe these actions caused County Code Enforcement to believe illegal grading was taking place.

The day before the October 1<sup>st</sup> meeting I e-mailed to various departments a letter that I prepared following a site inspection in 2007. The letter was addressed to "Laws Lunch & Dinner Roadhouse Tavern, Inc. Attn: Mike Rawls" and dated November 1, 2007 (see attached.) In that letter I indicated that clearing had been done and that I noticed geotechnical excavations.

During the October 1<sup>st</sup> site meeting it became clear that the County had dealt with other misunderstandings based on weed abatement letters during that period. County Fire has since taken steps to help clarify their written requests for weed abatement. Code Enforcement indicated that their Grading Ordinance #457 not only dis-allows grading, but also clearing. I was un-aware that the ordinance included clearing so I downloaded it and have attached it for your reference.



I stand by my original letter dated November 1, 2007 and have listed the following sections out of the County Ordinance 457 that supports the clearing work done on the property:

County Grading Ordinance #457 (page 17)

2. Section 3306 of the Uniform Building Code is amended as follows:

Section 3306.1. Permits Required. No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official except when the grading or clearing results in, is performed in connection with, or is **for the following exempt work categories:**

6. Exploratory excavations under the direction of soil engineers or engineering geologists. This exemption shall be restricted to those circumstances involving exploratory excavations of less than one thousand (1,000) cubic yards in any one location of less than one acre .

7. An excavation which does not exceed 50 cubic yards on any one lot and which, (a) is less than 2 feet in depth, or (b) which does not create a cut slope greater than 5 feet in height and steeper than 1½ horizontal to 1 vertical. This exemption shall not apply when finish grading is proposed, subsequent to a permit authorizing rough grading in accordance with Section 4.J.4(a)

11. Fire protection within that area specified in any annual weed abatement notice or hazard reduction notice or such additional area as may be authorized or required, in writing, by the appropriate fire protection agency or as provided in Section 405 of Ordinance No. 787.

It appears that the County Ordinance allows all of the work done on the property.

I hope this information helps to clarify the situation, and helps the County to decide and drop the code enforcement violations and remove the 5 year development hold.

Please let me know if any further attention to this matter is required, and please call if you have any questions.

Sincerely,

**Joseph E. Bonadiman & Associates, Inc.**



Edward J. Bonadiman, P.L.S.  
President



November 1, 2007

Laws Lunch & Dinner Roadhouse Tavern, Inc.  
Attn: Mike Rawls  
9640 Indiana Avenue  
Riverside, CA 92503

Re: Inspection of APN: 382-400-006 (18815 Grand Avenue, Lake Elsinore

Dear Mr. Rawls,

I inspected the weed abatement areas on the above referenced property on October 31<sup>st</sup> 2007. It is apparent that a bulldozer or similar equipment was utilized to clear the foliage. I noticed that some remedial grading was conducted along the southeasterly property line to allow the equipment to gain access to the southwest of the parcel. Other than this access grading, I did not see any areas that grading was performed that substantially altered the slope of the natural ground. Of course the type of equipment utilized caused substantial ground disturbance, but none I would consider purposely altering natural grade for any reason other than weed abatement.

As a side note, I did notice 4 or 5 geotechnical exploration trenches. I am not including the disturbance around these trenches as part of the weed abatement disturbance discussed above. The disturbance for these trenches would fall under the appropriate codes that regulate the geotechnical engineer. Please contact him for any questions regarding his work.

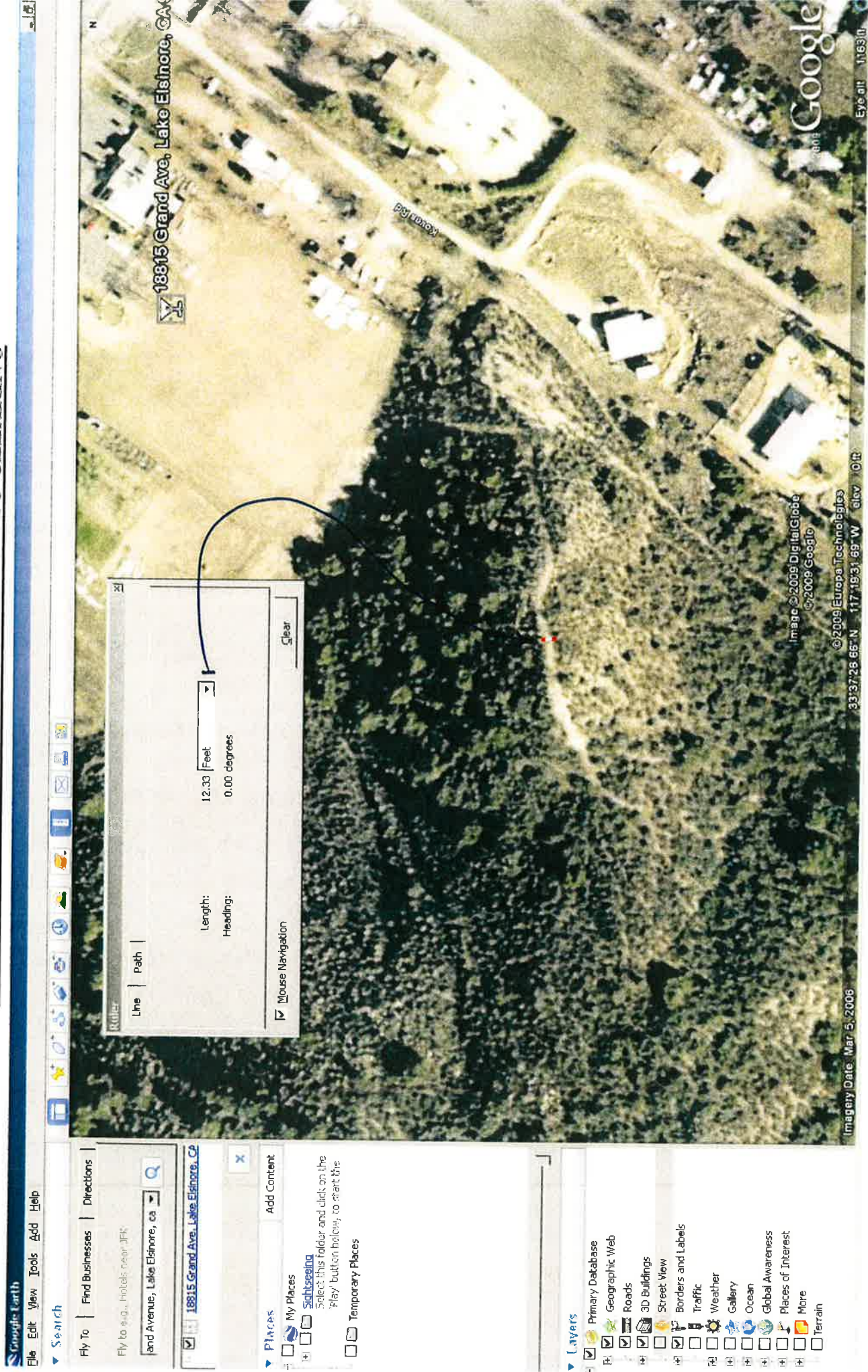
Please let me know if any further attention to this matter is required, and please call if you have any questions.

Sincerely,  
**Joseph E. Bonadiman & Associates, Inc.**

Edward J. Bonadiman, P.L.S.  
President



# GOOGLE EARTH EXHIBIT- SITE PRIOR TO CLEARING





- 1 H. Fire-Extinguishing equipment of the following types shall be provided in all restaurant cooking appliance ventilation  
2 systems;
- 3
- 4 1. An approved fixed pipe inert gas system operated by manual and automatic controls, or
- 5
- 6 2. An approved fixed pipe dry chemical system operated by manual and automatic control.
- 7
- 8 I. Special Construction Provisions for Hazardous Fire Areas. The hazardous fire areas of the unincorporated areas of the  
9 County of Riverside are those portions so designed on the maps entitled, "Hazardous Fire Areas of Riverside County",  
10 on file in the office of the Clerk of the Board of Supervisors and in the office of the County Fire Warden of Riverside  
11 County. All buildings or structures that are constructed or moved into hazardous fire areas, shall comply with the  
12 following construction requirements:
- 13
- 14 1. Roof Coverings. Roof covering shall be fire retardant roofing as specified in Section 1504.1, .2, and .3  
15 of the Uniform Building Code or other fire retardant roofing that has been tested by the Underwriters  
16 Laboratory or other recognized testing agency and accepted by the International Conference of Building  
17 Officials.
- 18
- 19 2. Protection of Openings. Openings into attics, floors or other enclosed areas shall be covered with  
20 corrosion-resistant wire mesh not greater than ¼-inch in any dimension unless such openings are equipped  
21 with sash or doors.
- 22
- 23 3. Alterations. Existing buildings and structures in high fire hazard areas to which additions, alterations or repairs  
24 are made, shall comply with these special provisions in accordance with the provisions of Section 102 of the  
25 Uniform Administrative Code.
- 26
- 27 J. Appendix. Chapter 33 of the Uniform Building Code Appendix is amended as follows:
- 28
- 29 1. Section 3304 of the Uniform Building Code is amended to read:
- 30
- 31 Section 3304. The purpose of this chapter is to safeguard life, limb, property and the public welfare by regulating  
32 grading on private property. Road work that is being regulated by the Director of Transportation by County  
33 contract or through Ordinance Nos. 460, 461 and 499 shall not be required to obtain a grading permit pursuant to  
34 this chapter.
- 35
- 36 2. Section 3306 of the Uniform Building Code is amended as follows:
- 37
- 38 Section 3306.1. Permits Required. No person shall conduct any grading or clearing of any kind without first  
39 obtaining a grading permit from the building official except when the grading or clearing results in, is performed  
40 in connection with, or is for the following exempt work categories:
- 41
- 42 1. An excavation below finished grade for basements and footings of a building, retaining wall or other structure  
43 authorized by a valid building permit. This shall not except any fill made with the material from such  
44 excavating nor except any excavation having an unsupported height greater than 5 feet after the completion of  
45 such structure.
- 46
- 47 2. Cemetery graves.
- 48
- 49 3. Refuse disposal sites controlled by other regulations.
- 50
4. Excavations for wells or tunnels or utilities.

5. Mining quarrying, excavating, processing, stockpiling of rock, sand, gravel, aggregate or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property.
6. Exploratory excavations under the direction of soil engineers or engineering geologists. This exemption shall be restricted to those circumstances involving exploratory excavations of less than one thousand (1,000) cubic yards in any one location of less than one acre.
7. An excavation which does not exceed 50 cubic yards on any one lot and which, (a) is less than 2 feet in depth, or (b) which does not create a cut slope greater than 5 feet in height and steeper than 1 ½ horizontal to 1 vertical. This exemption shall not apply when finish grading is proposed, subsequent to a permit authorizing rough grading in accordance with Section 4.J.4(a).
8. A fill less than 1 foot in depth and placed on natural terrain with a slope flatter than 5 horizontal to 1 vertical, or less than 3 feet in depth, not intended to support structures, which does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course. This exemption shall not apply when finish grading is proposed, subsequent to a permit authorizing grading in accordance with Section 4.J.4(a).
9. The construction or maintenance of roads or facilities for the generation, storage or transmission of water including floodwaters or electrical energy by public agencies or their agents.
10. The maintenance of existing private roads by private individuals or their agents, including private roads used exclusively in connection with an agricultural use, but not the construction or widening of such roads.
11. Fire protection within that area specified in any annual weed abatement notice or hazard reduction notice or such additional area as may be authorized or required, in writing, by the appropriate fire protection agency or as provided in Section 405 of Ordinance No. 787.
12. Uses incidental to an existing residence such as fencing, gardening, or landscaping, including but not limited to, the mowing, cutting and/or removal of dead underbrush, dead weeds, or dead grasses.
13. Agricultural discing on an operating farm.
14. The raising of crops or animals exclusively for commercial agricultural purposes where all excavated material remains on-site, but not including agricultural grading or clearing within the sand source areas identified in Exhibits B and C of the Third Amendment to the Coachella Valley Fringe-toed Lizard Habitat Conservation Plan and Implementing Agreement. This section does not apply to clearing or grading for buildings, structures or uses that require a building permit or other land use approval.

This section automatically applies in any of the following three (3) cases:

- a. The agricultural grading or clearing described above occurs on land in the Coachella or Palo Verde Valleys located within Riverside County Census Tracts 452.01, 452.02, 453, 454, 455, 456.01, 456.02, 457.02, 458, 459, 460, 461 and 462; or
- b. The agricultural grading or clearing described above occurs on land that has been farmed within the preceding five (5) years and is leased or owned by an operating farm; or
- c. The agricultural grading or clearing described above is conducted by an operating farm for the purpose of farming, the land graded or cleared is used exclusively to raise crops or animals within one (1) year of the grading or clearing, the land graded or cleared is not the subject of a development application that is being











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**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE  
[GRADING WITHOUT PERMITS] APN: 382-  
400-006, 1 PARCEL SOUTH OF 18813 GRAND  
AVENUE, LAKE ELSINORE, COUNTY OF  
RIVERSIDE, STATE OF CALIFORNIA; LAWS  
LUNCH & DINNER, INC., OWNER.

) CASE NO. CV 07-5494

) DECLARATION OF OFFICER  
) BRETT FARLOW

) [R.C.O. NOS. 457 (RCC TITLE 15) AND 725  
) (RCC TITLE 1) AND BOARD OF  
) SUPERVISORS POLICY F-6]

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

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

2. On July 3, 2007, I conducted an initial inspection of the real property described as 1 Parcel South of 18813 Grand Avenue, Lake Elsinore, Riverside County, California and further described as Assessor's Parcel Number 382-400-006 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by reference.

3. A review of County records and documents disclosed that THE PROPERTY is owned by Laws Lunch & Dinner, Inc. (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 2007-2008 and a copy of the County Geographic Information System ("GIS") report are attached hereto and incorporated herein by reference as Exhibit "B." THE PROPERTY is approximately 22.75 acres and is located within the R-R (Rural Residential) zone classification.

4. Based upon the Lot Book Report issued by Optima Information Solutions on July 23, 2007, and as updated by RZ Title Service on August 25, 2008 and January 7, 2009, it is determined that other parties potentially hold a legal interest in THE PROPERTY; to wit: Mark S. Hoenig and Mary Ann Hoenig, Virginia Lawrence, SBS Trust Deed Network, Escrow Chalet, Inc., and San Diego



1 Wholesale Credit Association. True and correct copies of the Lot Book Reports are attached hereto and  
2 incorporated herein as Exhibit "C."

3         5.       On July 3, 2007, I conducted an initial inspection of THE PROPERTY. I observed a  
4 large D6 Caterpillar bulldozer clearing a large chaparral area on a hill south of Grand Avenue. I  
5 contacted the bulldozer operator, Bill Hanmer. He advised me that he had been hired to clear a path  
6 around the crest of the hill. I was contacted by Kathy Sigloch, operator of the Roadhouse Bar on a  
7 neighboring parcel. She put me in phone contact with Mike Rawls, owner of THE PROPERTY. Mr.  
8 Rawls indicated he had received a Notice to Abate from the Fire Department and was clearing a  
9 firebreak. I advised him that the extent of the clearing far exceeded awed abatement. Mr. Rawls then  
10 indicated that he had a grading plan in plan-check to develop two dwellings on THE PROPERTY. I  
11 advised Mr. Rawls that I was issuing and posting a Stop Work Order until I was able to verify his  
12 claims. I then measured the about of grading with my County issued measuring wheel. The following is  
13 a summary of the measured areas.

14               a.       Area #1 was a swath of land that had been completely denuded of chaparral. The  
15 area measured seventy five (75) feet by two hundred (200) feet, totaling fifteen thousand (15,000)  
16 square feet. This area was not compacted and when I stepped onto the area I sunk into the dirt  
17 approximately six (6) inches to one (1) foot deep.

18               b.       Area #2 was at the bottom of the hill. I observed a pile of dirt and debris that had  
19 been collected and moved during the grading. This area measured twenty five (25) feet by forty (40)  
20 feet by three (3) feet, totaling one hundred and eleven (111) cubic yards.

21               c.       Area #3 was at the top of the hill. I observed what appeared to be the beginning  
22 of a pad. This area measured sixty five (65) feet by twenty (20) feet by three (3) feet, totaling one  
23 hundred and eighty-one (181) cubic yards.

24         I posted a Stop Work Order, Administrative Citation No. A15816 and a Notice of Violation  
25 (RCO No. 457) to THE PROPERTY. Before I left THE PROPERTY I was contacted personally by Mr.  
26 Rawls. Mr. Rawls stated he had spoken with Senior Code Enforcement Officer Wayne O'Gara and  
27 indicated he believed "everything was fine." I advised Mr. Rawls that I had observed a grading  
28 violation on THE PROPERTY and informed him of the enforcement process. Mr. Rawls became

1 agitated and said he would send me the bill if a fire started on THE PROPERTY. I explained to Mr.  
2 Rawls that clearing for weed abatement consists of disking or mowing the prescribed areas. I indicated  
3 that grubbing acres of chaparral leaves the hillside denuded of vegetation, leaving the un-compacted dirt  
4 loose and ready to come down the hill during rain.

5 6. On October 3, 2007, I received a call from Mr. William Bohacek who identified himself  
6 as a partner in Laws Lunch & Dinner, Inc. Mr. Bohacek stated that the grading I observed during my  
7 inspection was "a new guy practicing on a bulldozer" and that he was supposed to be clearing a spot on  
8 the hill to obtain soil samples for a BGR application. I advised Mr. Bohacek that he needed to obtain a  
9 restoration permit from the Department of Building and Safety. I provided him with their contact  
10 information.

11 7. I am informed and believe and thereon allege that on December 21, 2007, a letter was  
12 sent to Mr. Bohacek from the Riverside County Environmental Programs Department outlining the  
13 biological requirements needed for the restoration plan. A true and correct copy of this letter is attached  
14 hereto as part of Exhibit "E" and is incorporated herein by this reference.

15 8. On January 4, 2008, I conducted a follow up inspection of THE PROPERTY. I observed  
16 no change in the condition of THE PROPERTY and it remained in violation of RCO No. 457.

17 9. On or about January 4, 2008, letters from Code Enforcement and Riverside County  
18 Department of Building and Safety were mailed to OWNER and Mr. Bohacek advising that inspections  
19 had been completed and outlining what was required to bring THE PROPERTY into compliance. True  
20 and correct copies of these letters are attached hereto as part of Exhibit "E" and are incorporated herein  
21 by this reference.

22 10. On August 26, 2008, I conducted a follow up inspection of THE PROPERTY. I  
23 conducted a permit inquiry and found that restoration permit No. BHR070312 had been issued. I  
24 observed no change in the condition of THE PROPERTY. It remained in violation of RCO No. 457 and  
25 there was no action taken to comply with the conditions of the BHR permit.

26 11. On January 16, 2009, I conducted a follow up inspection of THE PROPERTY. I  
27 observed no change in the condition of THE PROPERTY. It remained in violation of RCO No. 457 and  
28 there was no action taken to comply with the conditions of the BHR permit.

1           12.     A site plan and photographs of the unapproved grading of THE PROPERTY are attached  
2 hereto as Exhibit "D" and incorporated herein by reference.

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

5           14.     Based upon my experience, knowledge and visual observations, it is my determination  
6 that the unpermitted graded conditions on THE PROPERTY are dangerous to the neighboring property  
7 owners and the general public and is a public nuisance. Based upon my experience, knowledge and  
8 visual observations, it is my determination that the grading on THE PROPERTY is in excess of fifty  
9 (50) cubic yards and was done without a permit and is therefore in violation of Riverside County  
10 Ordinance No. 457 (RCC Chapter 15). Under Riverside County Ordinance No. 725 (RCC Chapter  
11 1.16), any condition caused, maintained or permitted to exist in violation of any of the provisions of  
12 county land use ordinances, including Riverside County Ordinance No. 457, is declared unlawful and a  
13 public nuisance that may be abated consistent with the procedures provided for in Riverside County  
14 Ordinance No. 725, or in any other manner provided by law.

15           15.     A Notice of Non-Compliance was recorded in the Office of the County Recorder, County  
16 of Riverside, State of California, on August 16, 2007 as Instrument Number 2007-0528077, a true and  
17 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F."

18           16.     A review of County records revealed permit BHR070312 for THE PROPERTY.  
19 However, the grading on THE PROPERTY does not comply with the requirements of the permit.

20           17.     On November 5, 2009, a Request for Hearing before the Board of Supervisors was  
21 received from the OWNER. A true and correct copy of this document is attached hereto as Exhibit "G"  
22 and incorporated herein by reference.

23           18.     On November 5, 2009, the second notice – "Notice to Correct County Ordinance  
24 Violations and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing  
25 scheduled for December 8, 2009, as required by Riverside County Ordinance No. 725, was mailed to  
26 OWNERS by certified mail, return receipt requested and on November 13, 2009 was posted on THE  
27 PROPERTY. True and correct copies of the notice, returned receipt cards, together with the proof of  
28

1 service, and the affidavit of posting of notices are attached hereto as Exhibit "H" and incorporated  
2 herein by reference.

3 19. The complete restoration or remediation of THE PROPERTY affected by the unapproved  
4 grading is required to bring THE PROPERTY into compliance with RCO No. 457 (RCC Chapter 15).

5 20. Accordingly, the following findings and conclusions are recommended:

6 (a) the grading without permits on THE PROPERTY be deemed and declared a  
7 public nuisance; and

8 (b) that a five year hold on the issuance of building permits and land use approvals be  
9 placed on THE PROPERTY;

10 (c) the OWNERS or whoever has possession or control of THE PROPERTY be  
11 required to completely restore or remediate the un-permitted grading on THE PROPERTY in  
12 accordance with the provisions of all applicable County ordinances, including but not limited to RCO  
13 No. 457 (RCC Chapter 15) within ninety (90) days of the Board's Order to Abate Nuisance;

14 (d) that if THE PROPERTY is not restored or remediated within ninety (90) days of  
15 the Board's Order to Abate Nuisance, the County will retain a county approved contractor to reclaim  
16 THE PROPERTY so as to prevent offsite drainage and slope erosion;

17 (e) that upon restoration of THE PROPERTY and payment of all abatement costs, the  
18 five year hold on the issuance of building permits and land use approvals will be released; and

19 (f) that reasonable costs of abatement, after notice and opportunity for hearing, shall  
20 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
21 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457  
22 and 725.

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

25 Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009 at \_\_\_\_\_, California.

26  
27  
28  
\_\_\_\_\_  
Brett Farlow  
Code Enforcement Officer  
Code Enforcement Department

1 service, and the affidavit of posting of notices are attached hereto as Exhibit "H" and incorporated  
2 herein by reference.

3 19. The complete restoration or remediation of THE PROPERTY affected by the unapproved  
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14 (d) that if THE PROPERTY is not restored or remediated within ninety (90) days of  
15 the Board's Order to Abate Nuisance, the County will retain a county approved contractor to reclaim  
16 THE PROPERTY so as to prevent offsite drainage and slope erosion;

17 (e) that upon restoration of THE PROPERTY and payment of all abatement costs, the  
18 five year hold on the issuance of building permits and land use approvals will be released; and

19 (f) that reasonable costs of abatement, after notice and opportunity for hearing, shall  
20 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
21 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457  
22 and 725.

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

25 Executed this 11TH day of SEPTEMBER 2009 at LAKE  
ELSINORE California.

26  
27 B R  
28 Brett Farlow  
Code Enforcement Officer  
Code Enforcement Department





EXHIBIT NO.

A

## Assessment Roll For the 2007-2008 Tax Year as of January 1, 2007

Assessment #382400006-3

Parcel # 382400006-3

<b>Assessee:</b>	LAWS LUNCH & DINNER INC	<b>Land</b>	459,000
<b>Mail Address:</b>	9640 INDIANA AVE	<b>Full Value</b>	459,000
<b>City, State Zip:</b>	RIVERSIDE CA 92503	<b>Total Net</b>	459,000
<b>Real Property Use Code:</b>	CY		
<b>Base Year</b>	2008		
<b>Conveyance Number:</b>	0138400		
<b>Conveyance (mm/yy):</b>	2/2007		
<b>PUI:</b>	C240000		
<b>TRA:</b>	65-022		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	SEE ASSESSOR MAPS		

[View Parcel Map](#)

This must be in red to be a  
"CERTIFIED COPY"

I hereby certify the foregoing instrument to  
which this stamp has been affixed consisting  
of 1 page to be a full, true and  
correct copy of the original on file and  
of record in my office.

*Larry W. Wan*

Assessor - County Clerk - Recorder

County of Riverside, State of California

JUN 18 2009

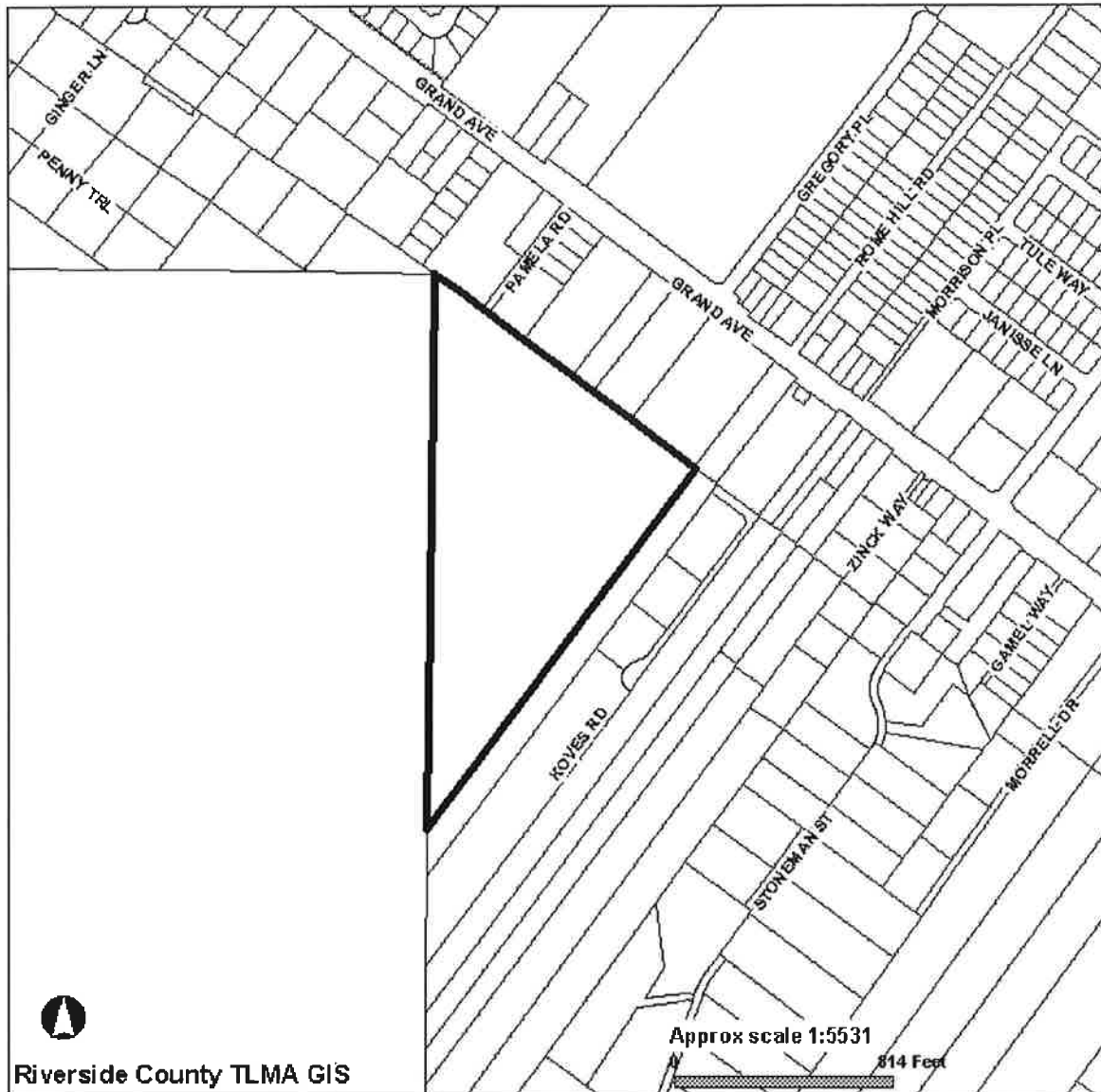
Dated: \_\_\_\_\_



Certification must be in red to be a  
"CERTIFIED COPY"

EXHIBIT NO. B

## RIVERSIDE COUNTY GIS



Selected parcel(s):  
382-400-006

## LEGEND

☒ SELECTED PARCEL

☐ PARCELS

**\*IMPORTANT\***

This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

**FULL REPORT**

APN(s):

382-400-006-3

OWNER NAME / ADDRESS:

- 382-400-006  
LAWS LUNCH & DINNER INC  
ADDRESS NOT AVAILABLE

MAIL TO NAME/ADDRESS:

- 382-400-006  
- (SEE OWNER)  
- 9640 INDIANA AVE  
- RIVERSIDE CA. 92503



APN CAME FROM: - 382-400-006  
- CAME FROM: 382-100-022

LOT SIZE: - 382-400-006  
- RECORDED LOT SIZE IS: 22.75 ACRES  
- MAPPED LOT SIZE IS APPROX.: 23.783 ACRES

PROPERTY CHARACTERISTICS: - 1, 382-400-006  
- NO PROPERTY DESCRIPTION AVAILABLE

ELEVATION (APPROXIMATE): - 1316/1552 FEET

LEGAL DESCRIPTION: - APN: 382400006  
- RECORDED BOOK/PAGE: NOT AVAILABLE  
- SUBDIVISION NAME: NOT AVAILABLE  
- LOT/PARCEL: NOT AVAILABLE  
- TRACT NUMBER: NOT AVAILABLE

BASE YEAR ASSESSMENT: - 382-400-006  
- BASE YEAR: 2008

TOWNSHIP/RANGE: - T6SR4W SEC 29

CEMETERY DISTRICTS: - WILDOMAR CEMETERY DISTRICT

CITY BOUNDARY/SPHERE: - CITY: NOT WITHIN A CITY  
- CITY SPHERE: LAKE ELSINORE  
- ANNEXATION DATE: NO DATE AVAILABLE  
- LAFCO CASE #: 2005-18-1&5  
- PROPOSALS: NONE

COMMUNITY: - IN OR PARTIALLY WITHIN LAKELAND VILLAGE. SEE MAP FOR MORE INFORMATION.

2001 SUPERVISORIAL DISTRICT: - BOB BUSTER, DISTRICT 1  
as established by County Ordinance 813, August 14, 2001

AREA PLAN: - ELSINORE

COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN FEE AREA: - NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN - CONSERVATION AREA: - NOT IN A CONSERVATION AREA

WESTERN RIVERSIDE MULTI-SPECIES HABITAT CONSERVATION PLAN FEE AREA: - IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

WESTERN RIVERSIDE COUNTY MSHCP AREA PLAN: - NOT IN AN AREAPLAN

WESTERN RIVERSIDE COUNTY MSHCP CELL GROUP: - NOT IN A CELLGROUP

WESTERN RIVERSIDE COUNTY MSHCP CELL NUMBER: - NOT IN A CELL

IMPORTANT NOTICE: On October 7, 2003, the County of Riverside adopted a new General Plan. The General Plan provides new land use designations for all parcels in the unincorporated area of Riverside County. For any parcel, the General Plan may provide for a different type of land use than is provided for under existing zoning. During the next one to two years, the County will undertake a program to review all the zoning in the unincorporated area, and where necessary, change the zoning, following advertised public hearings, to conform to the County's new General Plan. Until then, please be advised that there may be a difference between the zoning and General Plan designations on any parcel. This may result in, at a minimum, the need to change the zoning before desired development may proceed. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 955-3200, in Murrieta at (951) 600-6170, or in Indio at (760) 863-8277.

LANDUSE DESIGNATION:

[Click here for landuse descriptions.](#)

- RC-EDR
- RM

- CHECK MAP TO CONFIRM LANDUSE DESIGNATION

- FOR MORE INFORMATION ABOUT LANDUSE DESIGNATIONS, CALL THE COUNTY'S

PLANNING DEPARTMENT AT 951-955-3200.

## ZONING CLASSIFICATION(S) ORD. 348:

Click [here](#) for zoning classifications.

- R-R

● CHECK MAP TO CONFIRM ZONING CLASSIFICATIONS

● FOR MORE INFORMATION ABOUT ZONING CLASSIFICATIONS, CALL THE COUNTY'S PLANNING DEPARTMENT AT 951-955-3200.

## ZONING DISTRICT/AREA:

- SOUTH ELSINORE AREA

## OUTDOOR BILLBOARDS:

- BILLBOARDS NOT PERMITTED BY ZONING

## SPECIFIC PLAN:

- NOT WITHIN A SPECIFIC PLAN

NOTE: Non-mapped Policy Area issues may exist on this parcel. Please contact the Planning Department at (951)955-3200 for more information.

## MAPPED POLICY AREAS:

- NONE

## GENERAL PLAN POLICY OVERLAY:

- NOT IN A GENERAL PLAN POLICY OVERLAY AREA

## DEVELOPMENT AGREEMENT #:

- NOT IN A DEVELOPMENT AGREEMENT AREA

## REDEVELOPMENT AREAS:

- NOT IN A REDEVELOPMENT AREA

## AGRICULTURE PRESERVE:

- NOT IN AN AGRICULTURE PRESERVE

## AIRPORT INFLUENCE AREAS:

- NOT IN AN AIRPORT INFLUENCE AREA

## AIRPORT COMPATIBILITY ZONES:

- NOT IN AN AIRPORT COMPATIBILITY ZONE

Planning Case Map information may not be complete, current, or up-to-date for this area. Please contact the Planning Department if more information is needed.

## PLANNING CASE(S):

- CZ05235 DESCRIPTION: CHANGE OF ZONE FROM R-R TO C-P-S EA 32810

APPLIED DATE: 05/19/1988 STATUS AS OF 06/11/2009: APPROVED

## DEV. IMP. FEE AREA ORD. 659:

- ELSINORE

## 2000 CENSUS TRACT:

- 046401

## 1990 FARMLAND DESIGNATION:

- LOCAL IMPORTANCE  
- URBAN-BUILT UP LAND

## 2000 CENSUS DESIGNATION:

- CENSUS DESIGNATION REPORT IS NOT AVAILABLE

## INDIAN TRIBAL LANDS:

- NOT IN A TRIBAL LAND

## SCHOOL DISTRICT:

- LAKE ELSINORE UNIFIED

## ROAD &amp; BRIDGE DISTRICT:

- NOT IN A DISTRICT

## ROADBOOK PAGE:

- 72

\* BOUNDARIES ARE APPROXIMATIONS. USE FOR REFERENCE ONLY. SURVEY INFORMATION MUST BE CONSULTED OR PREPARED TO ACCURATELY DETERMINE ANY RIGHT-OF-WAY BOUNDARY.

## CETAP CORRIDORS:

- NOT IN A CETAP CORRIDOR.

## CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY ROADS:

- NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

## EAST T.U.M.F. ORD. 673:

- NOT WITHIN THE EASTERN TUMF FEE AREA

## WEST T.U.M.F. ORD. 824:

- IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.  
- SOUTHWEST

## WATER DISTRICT:

- WESTERN MUNICIPAL WATER DISTRICT (WMWD)

## FLOOD CONTROL DISTRICT:

- RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

FLOOD PLAIN REVIEW: - FLOOD PLAIN MANAGEMENT REVIEW IS REQUIRED. CONTACT THE FLOOD PLAIN MANAGEMENT SECTION AT (951) 955-1200 FOR INFORMATION.

WATERSHED: - SAN JACINTO VALLEY

VEGETATION: - CHAPARRAL  
- RESIDENTIAL/URBAN/EXOTIC

SKR FEE AREA ORD. 663.10: - NOT WITHIN A FEE AREA

HANS/ERP PROJECT: - NONE

FAULT ZONE: - COUNTY FAULT ZONE  
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.

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

LIQUEFACTION POTENTIAL: - MODERATE  
- VERY LOW  
- (SEE MAP)

SUBSIDENCE: - SUSCEPTIBLE

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

STATE RESPONSIBILITY AREAS: - STATE RESPONSIBILITY AREA

LIGHTING ORD. 655: - ZONE B, 32.19 MILES.

COUNTY SERVICE AREA: - NOT IN A COUNTY SERVICE AREA.

BUILDING PERMIT(S): - NO BUILDING PERMITS

CODE COMPLAINTS: -CV075494 GRADING WITHOUT PERMIT  
APPLIED DATE: Jul. 3, 2007 STATUS: FOLLOW UP INVESTIGATION 1

ENVIRON. HEALTH CASE(S): - NO ENVIRONMENTAL CASES

TAX RATE AREAS: - NOT AVAILABLE

SURFACE MINES: - NO SURFACE MINES

PALEONTOLOGICAL SENSITIVITY: - LOW POTENTIAL.  
FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.  
  
- UNDETERMINED POTENTIAL.  
AREAS UNDERLAIN BY SEDIMENTARY ROCKS FOR WHICH LITERATURE AND UNPUBLISHED STUDIES ARE NOT AVAILABLE HAVE UNDETERMINED POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES. THESE AREAS MUST BE INSPECTED BY A FIELD SURVEY CONDUCTED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST.

COMMUNITY FACILITY DISTRICTS: - NAME: NOT IN A COMMUNITY FACILITY DISTRICT  
- DISTRICT NUMBER: NOT AVAILABLE

THOMAS BROS. MAPS PAGE/GRID: - PAGE 896- GRID E4  
- PAGE 896- GRID E5  
- PAGE 896- GRID F4

SPECIAL NOTES: - NO SPECIAL NOTES

REPORT PRINTED ON...Thu Jun 11 14:22:16 2009





Optima Order Number: 0719003 Customer Order Number CV07-5494 Issue Date: 7/23/2007 Effective Date 7/16/2007  
Form Version 2.25:

Begin Copy Below This Line.

## PARTIES OF INTEREST REPORT

Report Cost: \$95.00

### Customer Information

Customer Name: HOENIG, MARK S  
Property Address: VACANT, , CA  
Munic/County: RIVERSIDE

### Deed Information

Grantee: LAWS LUNCH AND DINNER, INC., A CALIFORNIA CORPORATION  
Document Type: GRANT DEED  
Filed: Dated: 2/1/2007 Recorded: 2/28/2007  
Book: Page: No.: 2007-0138400  
Comment:

Vesting: LAWS LUNCH AND DINNER, INC., A CALIFORNIA CORPORATION  
Legal Description: See Attached Exhibit 'A'

### Tax Information

Tax ID: 382-400-006-3

### Assessment Information

Land: \$211,964.00 Building/Improvement \$0.00 Assessed Valuation: \$211,964.00

### Judgment and Lien Information

#### **MORTGAGE INFORMATION:**

1.DEED OF TRUST  
AMOUNT: \$299,900.57  
RECORDED: 4/3/2003 AS INSTRUMENT NO. 2003-236514, BOOK , PAGE  
DATED: 2/28/2003  
TRUSTOR: MARK S. HOENIG AND MARY ANN HOENIG, HUSBAND AND WIFE AS JOINT TENANTS  
TRUSTEE: ESCROW CHALET, INC., A CALIFORNIA CORPORATION  
BENEFICIARY: VIRGINIA C. LAWRENCE, A WIDOW  
COMMENT:

ASSIGNMENT OF DEED OF TRUST  
RECORDED: 2/28/2007 AS INSTRUMENT NO. 2007-0138399  
COMMENT: ASSIGNEE: VIRGINIA C. LAWRENCE, TRUSTEE, THE VIRGINIA C. LAWRENCE LIVING TRUST CREATED  
APRIL 14, 2003

2.DEED OF TRUST  
AMOUNT: \$800,000.00  
RECORDED: 2/28/2007 AS INSTRUMENT NO. 2007-0138403, BOOK , PAGE  
DATED: 1/31/2007  
TRUSTOR: LAWS LUNCH AND DINNER, INC.  
TRUSTEE: SBS TRUST DEED NETWORK, A CALIFORNIA CORPORATION  
BENEFICIARY: MARK S. HOENIG AND MARY ANN HOENIG

EXHIBIT NO. C

COMMENT:

JUDGMENT INFORMATION:

NONE

---

Application #: CV07-5494

Address Report

Assessment #: 382400006-3

Notify

LAWS LUNCH AND DINNER, INC.

9640 INDIANA AVE

RIVERSIDE, CA 92503

Assessment #: 382400006-3

Notify

VIRGINIA C. LAWRENCE

33171 STONEMAN

LAKE ELSINORE, CA 92530

Assessment #: 382400006-3

Notify

MARK S. HOENIG AND MARY ANN HOENIG

28510 RED GUM

LAKE ELSINORE, CA 92530

Assessment #: 382400006-3

Notify

ESCROW CHALET, INC.

AS TRUSTEE

350-A RAILROAD CANYON ROAD

LAKE ELSINORE, CA 92532

Assessment #: 382400006-3

Notify

VIRGINIA LAWRENCE, TRUSTEE

33171 STONEMAN

LAKE ELSNORE, CA 92532

Assessment #: 382400006-3

Notify

MARK S. HOENIG AND MARY ANN HOENIG  
C/O MARK AND MARY HOENIG  
29510 RED GUM DRIVE

LAKE ELSINORE, CA 92532

Assessment #: 382400006-3

Notify

LAWS LUNCH AND DINNER, INC.

18815 GRAND AVE

LAKE ELSINORE, CA 92530

Assessment #: 382400006-3

Notify

S.B.S. TRUST DEED NETWORK

P.O. BOX 2709  
7411 LARGE CIRCLE  
HUNTINGTON BEACH, CA 92647

---

Comments:

---



Application #: CV07-5494

**Exhibit A (Legal Description)**

**THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS;**

**BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53 DEGREES 30 MINUTES WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;**

**THENCE SOUTH 36 DEGREES 30 MINUTES WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;**

**THENCE NORTHERLY ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;**

**THENCE EASTERLY ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;**

**THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;**

**THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;**

**THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.**

# TIGOR TITLE

SAN BERNARDINO  
RECORDING REQUESTED BY:

DOC 007-0138400  
02/28/2007 08:00A Fee:10.00  
Page 1 of 2 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:

LAWS LUNCH AND DINNER, INC.  
9640 Indiana Ave  
Riverside, CA 92503

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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15 APR 07 2 05 PM NV - TRACKLW									021

Title Order No.: 09210049-17

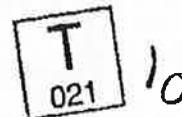
Escrow No.: 071255-MC

## GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 550.00

- [ ] computed on full value of property conveyed, or  
☒ computed on full value less value of liens or encumbrances remaining at time of sale.  
☒ Unincorporated area [ ] City of Lake Elsinore AND



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Mark S. Hoenig and Mary Ann Hoenig

hereby GRANT(s) to:

Laws Lunch and Dinner, Inc., a California Corporation

the real property in the City of Lake Elsinore, County of Riverside, State of California, described as:  
 LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF  
 Also Known as: 18815 Grand Ave, Lake Elsinore, CA 92530

AP#: 371-240-001-4  
 382-400-006-3  
 TRA: 065

DATED February 1, 2007

STATE OF CALIFORNIA

COUNTY OF Orange

On February 1, 2007

Before me, James A. Cork, Jr.

A Notary Public in and for said State, personally appeared

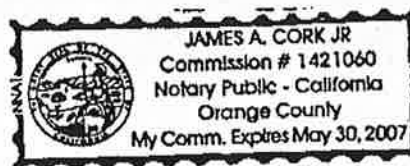
Mark S. Hoenig and Mary Ann Hoenig

*Mark S. Hoenig*  
 Mark S. Hoenig

*Mary Ann Hoenig*  
 Mary A. Hoenig

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)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

2069389-55

**EXHIBIT "A"**

THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53° 30' WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;

THENCE SOUTH 36° 30' WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;

THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;

THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;

THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.

# NORTH AMERICAN TITLE CO.

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:  
VIRGINIA C. LAWRENCE  
33171 STONEMAN  
LAKE ELSINORE, CA 92530

DL H 2003-236514

04/03/2003 08:00A Fee:34.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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A	R	L				COPY	LONG	REFUND	NCHU
									EXAM

A.P.N.: 371-240-000 & 382-400-006 TRA #: Order No.: 3805392

Escrow No.: 15369-MP

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Twenty-Eighth day of February, 2003, between

TRUSTOR: MARK S. HOENIG and MARY ANN HOENIG, Husband and Wife as Joint Tenants

whose address is 28510 RED GUM, LAKE ELSINORE, CA 92530, and

TRUSTEE: Escrow Chalet, Inc., a California Corporation, and

BENEFICIARY: VIRGINIA C. LAWRENCE, a Widow

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of LAKE ELSINORE, Riverside County, State of California, described as:

FOR EXACT LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Note is given and accepted as a portion of the purchase price.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part hereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$299,900.57 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

A.P.N.: 371-240-000 & 382-400-006

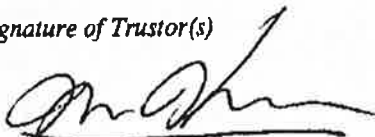
County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Ventura	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego	Series 2 Book 1961, Page 183887					Yuba	334	486

(which provisions, identical in all counties, are printed on page 3 of this document) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

**NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.**

Signature of Trustor(s)



MARK S. HOENIG

Mary Ann Hoenig  
MARY ANN HOENIG - ONLY

Document Date: February 28, 2003

STATE OF CALIFORNIA

COUNTY OF San Diego

On March 6, 2003

before me,

Jenette Lagarda

personally appeared Mary Ann Hoenig - ONLY

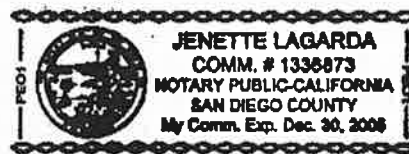
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/it executed the same in his/her/its authorized capacity(ies) and that he/she/it is the duly authorized signatory on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature



This area for official notarial seal.



2003-236514  
64/63/2003 68:00R  
2 of 7

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On March 12, 2003, before me, Kathleen Rossley Tessier, notary public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Mark S. Hoening  
Name(s) of Signer(s)

☒ personally known to me  
☒ 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.

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



## DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

## TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees. Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.



A.P.N.: 371-240-000 & 382-400-006

-----DO NOT RECORD-----

**REQUEST FOR FULL RECONVEYANCE**

*To be used only when note has been paid.*

To: Escrow Chalet, Inc., Trustee

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

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**Short Form  
DEED OF TRUST**  
WITH POWER OF SALE  
(INDIVIDUAL)

**Escrow Chalet, Inc.**  
AS TRUSTEE  
350-A Railroad Canyon Road  
Lake Elsinore, CA 92532



2003-238514  
04/03/2003 08:00A  
5 of 7



## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

**THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:**

**BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53° 30' WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;**

**THENCE SOUTH 36° 30' WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;**

**THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;**

**THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;**

**THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;**

**THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;**

**THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.**



2003-236514  
04/03/2003 08:00A  
6 of 7

ORDER NO.:

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: Jenette Lagarda

COMMISSION NUMBER: 1334893

COUNTY OF COMMISSION: San Diego

DATE COMMISSION EXPIRES: Dec 30, 2005

PLACE OF EXECUTION OF THIS DECLARATION: COLTON, CA

NORTH AMERICAN TITLE COMPANY

  
SIGNATURE

3/27/06  
DATE



2693-236514  
64/63/2693 68:69A  
7 of 7

DOC # 2007-0138399

02/28/2007 08:00A Fee:12.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk &amp; Recorder



WHEN RECORDED MAIL TO:

VIRGINIA LAWRENCE  
33171 Stoneman  
Lake Elsinore, CA 92532

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									021

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned grants, assigns and transfers to Virginia C. Lawrence, Trustee, The Virginia C. Lawrence Living Trust created April 14, 2003 all beneficial interest under that certain Deed of Trust dated 2/28/03, executed by Mark S. Hoenig and Mary Ann Hoenig, Trustor, to Escrow Chalet, Inc., Trustee, and recorded April 3, 2003, as Document No. 2003-236514, of Official Records in the Office of the County Recorder of Riverside County, California; describing land therein as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AKA: 18815 Grand Ave, Lake Elsinore, CA 92530

APN: 382-400-006-3 and 371-240-001-4

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

SS:

*Virginia C. Lawrence*  
Virginia C. Lawrence

On 2/26/07, before me, MARILYN PRICE

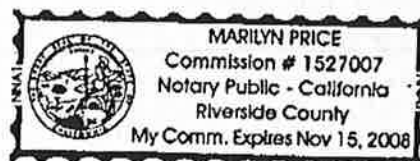
A NOTARY PUBLIC

personally appeared VIRGINIA C. LAWRENCE

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 *Marilyn Price*  
MARILYN PRICE



## **EXHIBIT "A"**

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Lot 32 in Block D of Resubdivision of Block D of Elsinore, in the County of Riverside, State of California, as shown by Map on file in Book 6, Page 296 of Maps, San Diego County Records; and that portion of Fractional Section 29, Township 6 South, Range 4 West, San Bernardino Base and Meridian, by metes and bounds:

Beginning at a point on the Northeasterly line of said Lot 32, North  $53^{\circ} 30'$  West, 360 feet from the most Easterly corner thereof;  
Thence South  $36^{\circ} 30'$  West (said course being parallel with the Southeasterly line of Lot 34, and its Southwesterly extension) to the Westerly line of said Fractional Section 29;  
Thence Northerly, on the Westerly line of said Section 29, to the Northwest corner thereof;  
Thence Easterly, on the Northerly line of said Section, to the Southwesterly line of Rancho La Laguna;  
Thence Southeasterly, on the Southwesterly line of said Rancho, to the most Westerly corner of Lot 32 in said Block D;  
Thence Northeasterly, on the Northwesterly line of said Lot 32, to the most Northerly corner thereof;  
Thence Southeasterly, on the Northeasterly line of said Lot, 300 feet to the point of beginning.

DOC # 2007-0142815  
03/01/2007 08:00A Fee:42.00

Page 1 of 6

Recorded in Official Records  
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording Requested by:

TICOR TITLE CO.

After recording return to:

VIRGINIA LAWRENCE  
33171 STONEMAN  
LAKE ELSINORE, CA 92532

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									044

Order No: 2029389-59

MODIFICATION OF NOTE SECURED BY DEED OF TRUST

A.P.N

TRA:

D.T.T.:

42

T  
021

MODIFICATION OF NOTE SECURED BY DEED OF TRUST

This Agreement made and entered into this 23rd day of February 2007  
between Virginia C. Lawrence, as First Party, and  
Laws Lunch and Dinner, Inc. and Michael Rawls, as Second Party,

WITNESSETH:

WHEREAS, First Party is the owner and holder of a promissory note secured by a deed of trust recorded April 3, 2003, Instrument No: 2003-236514 of Official Records of the County of Riverside, State of California, and

WHEREAS, Second Party is the owner, or is about to become the owner, of the real property described in said deed of trust subject to the lien thereof, and

WHEREAS, the parties hereto desire to change and modify the terms of said promissory note,

NOW THEREFORE, in consideration of the promises and covenants herein contained it is mutually agreed as follows:

1. That the unpaid balance of principal now due upon said promissory note is the sum of TWO HUNDRED NINETY THOUSAND EIGHT HUNDRED NINETY ONE & 30/100 Dollars (\$293,891.30\*\*), with interest thereon at the rate of 7.00% per cent per annum from \_\_\_\_\_.

2. That the balance due upon said promissory note as aforesaid shall be paid in the following manner and the terms of said promissory note changed and modified as follows, to wit:

3. Monthly note payments shall remain in the amount of \$1,863.99 with a late charge of 6.0% of payment called for if not received by beneficiary within 10 days of the due date

4. Beneficiary under the note is amended to be Virginia C. Lawrence, Trustee, The Virginia C. Lawrence Living Trust created April 3, 2003

5. Note payments and accrued late charges to be paid current to date of Assumption

6. Second Party to pay an assumption fee equal to 1.0% of the unpaid principal balance

7. Second Party acknowledges that he is purchasing the property securing this note and deed of trust in its "AS IS-WHERE IS" condition

8. Second Party to provide First Party with a Tax Service

9. First Party and Second Party agree that First Party's consent to this assumption shall not be construed to include any future assumptions without the written consent of First Party being first obtained

10. Unpaid principal balance of note together with any accrued interest and/or late charge(s) shall become due and payable on or before April 2, 2013

11. There shall be no discount at time of payoff

3. That in all other respects said note and said deed of trust shall remain unaffected, unchanged, and unimpaired by reason of the execution of this agreement.

4. That Second Party agrees to pay said promissory note according to the terms thereof as herein changed and modified and agrees to perform all of the acts to be performed by the Trustor under the terms of said deed of trust.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Virginia C. Lawrence  
Virginia C. Lawrence, First Party

LAWS LUNCH AND DINNER, INC

BY: Michael Rawls, President

This document is signed in counterpart

1 of 2

# ACKNOWLEDGMENT

State of California )  
 ) SS.  
County of RIVERSIDE )

On FEBRUARY 26, 2007 before me, MARILYN PRICE, A NOTARY PUBLIC,  
personally appeared VIRGINIA C. LAWRENCE

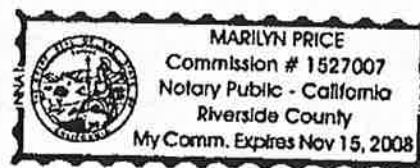
personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the  
person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me  
that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by  
~~his/her/their~~ 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

Marilyn Price  
MARILYN PRICE

FOR NOTARY STAMP



MODIFICATION OF NOTE, SECURED BY DEED OF TRUST

This Agreement made and entered into this 23rd day of February 2007  
between Virginia C. Lawrence, as First Party, and  
Laws Lunch and Dinner, Inc. and Michael Rawls, as Second Party,

WITNESSETH:

WHEREAS, First Party is the owner and holder of a promissory note secured by  
a deed of trust recorded April 3, 2003, Instrument No: 2003-236514  
of Official Records of the County of Riverside, State of California, and

WHEREAS, Second Party is the owner, or is about to become the owner, of the  
real property described in said deed of trust subject to the lien thereof, and  
WHEREAS, the parties hereto desire to change and modify the terms of said pro-  
missory note,

NOW THEREFORE, in consideration of the promises and covenants herein contained  
it is mutually agreed as follows:

1. That the unpaid balance of principal now due upon said promissory note is  
the sum of TWO HUNDRED NINETY THOUSAND EIGH-HUNDRED NINETY ONE & 30/100 Dollars  
(\$293,891.30\*\*), with interest thereon at the rate of 7.00% per cent per  
annum from \_\_\_\_\_.
2. That the balance due upon said promissory note as aforesaid shall be paid  
in the following manner and the terms of said promissory note changed and modified  
as follows, to wit:
3. Monthly note payments shall remain in the amount of \$1,863.99 with a late  
charge of 6.0% of payment called for if not received by beneficiary within 10 days  
of the due date
4. Beneficiary under the note is amended to be Virginia C. Lawrence, Trustee,  
The Virginia C. Lawrence Living Trust created April 3, 2003
5. Note payments and accrued late charges to be paid current to date of  
Assumption
6. Second Party to pay an assumption fee equal to 1.0% of the unpaid principal  
balance
7. Second Party acknowledges that he is purchasing the property securing this  
note and deed of trust in its "AS IS-WHERE IS" condition
8. Second Party to provide First Party with a Tax Service
9. First Party and Second Party agree that First Party's consent to this  
assumption shall not be construed to include any future assumptions without the  
written consent of First Party being first obtained
10. Unpaid principal balance of note together with any accrued interest and/or  
late charge(s) shall become due and payable on or before April 2, 2013
11. There shall be no discount at time of payoff

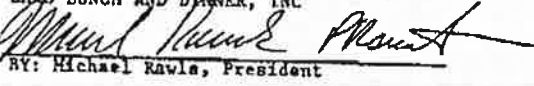
3. That in all other respects said note and said deed of trust shall remain  
unaffected, unchanged, and unimpaired by reason of the execution of this agreement.

4. That Second Party agrees to pay said promissory note according to the terms  
thereof as herein changed and modified and agrees to perform all of the acts to be  
performed by the Trustor under the terms of said deed of trust.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day  
and year first above written.

\_\_\_\_\_  
Virginia C. Lawrence, First Party

LAWS LUNCH AND DINNER, INC

  
BY: Michael Rawls, President

Signed in counterpart  
part 2 of 2



## ACKNOWLEDGMENT

State of California

County of RIVERSIDE

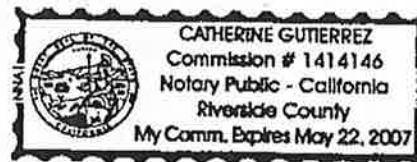
) SS.

On Feb. 27, 2007 before me, Catherine Gutierrez, <sup>Notary</sup> <sub>public</sub> CG  
 personally appeared MICHAEL RAWLS, President

~~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

Catherine Gutierrez

FOR NOTARY STAMP

YOUR REFERENCE: 071255MC

# EXHIBIT "A"

THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53° 30' WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;

THENCE SOUTH 36° 30' WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;

THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;

THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;

THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.

DOC # 07-0138403

02/28/2007 08:00A Fee:28.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk &amp; Recorder



RECORDING REQUESTED BY

**TICOR TITLE**  
**SAN BERNARDINO**

AND WHEN RECORDED MAIL TO:

**MARK AND MARY HOENIG**  
 29510 Red Gum Drive  
 Lake Elsinore, CA 92532

Order No.

Escrow No. 071255-MC

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
2			5		1				
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
									021

A.P.N. 371-240-000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS**
**T**  
 021

28

 BY THIS DEED OF TRUST, made this 31st day of January 2007, between  
**LAWS LUNCH AND DINNER, INC.**

 18815 Grand Ave Lake Elsinore CA 92530  
 (number and street) (city) (state) (zip)  
 and **SBS TRUST DEED NETWORK**, a California corporation, herein called TRUSTEE, and
**MARK S. HOENIG AND MARY ANN HOENIG**
 herein called TRUSTOR, whose address is  
 Trustor grants, transfers, and assigns to trustee, in trust, with power of sale, that property in  
 City of Lake Elsinore Riverside County, California, described as:
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION**
 Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and  
 conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

 (1) Payment of the indebtedness evidenced by one promissory note in the principal sum of \$ 800,000.00  
 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to  
 order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by  
 reference or contained herein, (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor,  
 or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

# DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to effect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or change hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Except as set forth in this deed, Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(10) The irrevocable appointment of Trustee is given for good and valuable consideration receipt of which is hereby acknowledged, in addition to the other duties of Trustee as set forth in this Deed of Trust and as required under applicable case and statutory law, the duties of Trustee hereunder include the provision of the services of a staff certified public accountant to review and when requested to do so in writing to advise Trustor and Beneficiary regarding federal and/or tax reporting of the sale or loan transaction concomitant with this Deed of Trust, to provide a telephone referral service to Trustor and Beneficiary of tax, legal and foreclosure specialists and to provide a toll-free telephone message center (Additional Duties).

(11) Any substitution of Trustee hereunder will require the prior written consent of Trustee. Written notice of any proposed substitution of Trustee must be received by Trustee at least thirty (30) days prior to the proposed effective date of such substitution at 7411 Lorge Circle, Huntington Beach, California 92647 or at its then principal place of business within the state in which the real property described on Page 1 of this instrument is located.

(12) By Execution of this Deed of Trust by Trustor, acceptance and recording of this Deed of Trust by Beneficiary and the within acceptance of irrevocable appointment of Trustee by Trustee, the Trustor, Beneficiary and Trustee agree to the terms and covenants contained in this Deed of Trust, including, but not limited to the irrevocable appointment of Trustee herein. Further, Trustor and Beneficiary, jointly and severally, expressly waive the provisions of California Civil Code Section 2934 (a)(1) or any successor or alternative statute as related to the substitution of Trustee. Notwithstanding any other provision contained in this Deed of Trust, should Beneficiary or any successor-in-interest of Beneficiary request in writing that Trustee agree to a substitution of Trustee, Trustee upon payment of its fees, shall convey, without warranty, the property held hereunder to the substituted Trustee and Trustor shall be released from all duties pursuant to this Deed of Trust and Beneficiary and Beneficiary's successors-in-interest shall inure to the rights as follows:

Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary, and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee and Trustees, who shall without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties except the Additional Duties as set forth in this Deed. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	REC	INSTR	COUNTY	REC	INSTR	COUNTY	REC	INSTR	COUNTY	REC	INSTR
Alameda	8/27/01	91-188716	Kings	8/21/01	9108782	Placer	8/24/01	91038303	Sierra	8/24/01	107968
Alpine	8/25/01	540	Lake	8/25/01	9102766	Plumas	8/21/01	4420	Siskiyou	8/21/01	91-007382
Amador	8/21/01	005769	Lassen	8/24/01	3396	Riverside	7/19/01	245412	Solano	8/24/01	91-0043517
Butte	8/25/01	91-025640	Los Angeles	8/24/01	91-946254	Sacramento	7/3/01	0474	Sonoma	8/21/01	0058832
Calaveras	8/24/01	008420	Madera	7/2/01	9118500	San Benito	8/24/01	9105170	Stanislaus	8/21/01	046839
Colusa	8/21/01	2807	Marin	8/26/01	91038937	San Bernardino	7/10/01	91-258301	Sutter	8/26/01	12012
Contra Costa	8/21/01	91-120190	Mariposa	8/28/01	913411	San Diego	8/28/01	0318260	Tehama	8/21/01	7739
Del Norte	8/24/01	913259	Mendocino	7/15/01	12895	San Francisco	8/25/01	E928920	Trinity	8/25/01	2167
El Dorado	7/3/01	36427	Merced	8/25/01	19271	San Joaquin	8/1/01	91073879	Tulare	8/26/01	39212
Fresno	8/25/01	91075183	Modoc	8/25/01	2489	San Luis Obispo	8/21/01	35746	Tuolumne	8/24/01	10018
Glenn	7/3/01	91-3218	Mono	8/24/01	03313	San Mateo	7/1/01	91-083118	Ventura	8/27/01	090808
Humboldt	8/21/01	91-135742	Monterey	8/21/01	35849	Santa Barbara	8/21/01	91-039362	Yolo	8/21/01	018132
Imperial	8/24/01	91011488	Napa	8/21/01	18535	Santa Clara	7/3/01	10960045	Yuba	8/21/01	91-7045
Inyo	8/21/01	91-2937	Nevada	7/15/01	91-20769	Santa Cruz	7/5/01	41719			
Kern	7/18/01	088220	Orange	7/3/01	91-346093	Shasta	7/5/01	27911			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side of page one hereof) are by within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinbefore set forth.

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

} SS.

LAWS LUNCH AND DINNER, INC.

On Feb. 2, 2007

before me,

CATHERINE GUTIERREZ

, a notary public,

personally appeared MICHAEL RAWLS

Michael Rawls  
BY: Michael Rawls  
PRESIDENT

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

Catherine Gutierrez

(This area for official notarial seal)

A.P.N.: 371-240-000

ORDER NO.

ESCROW NO. 071255-MC

(DO NOT RECORD)

## REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated \_\_\_\_\_

To SBS TRUST DEED NETWORK, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under same.

### MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_

Current Beneficiary's Address

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

**DEED OF TRUST**  
WITH POWER OF SALE



TRUSTEE

P.O. Box 2709  
7411 Lorge Circle  
Huntington Beach, CA 92647  
(800) 678-7171

**EXHIBIT "A"**

THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH  $53^{\circ} 30'$  WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;

THENCE SOUTH  $36^{\circ} 30'$  WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;

THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;

THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;

THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.

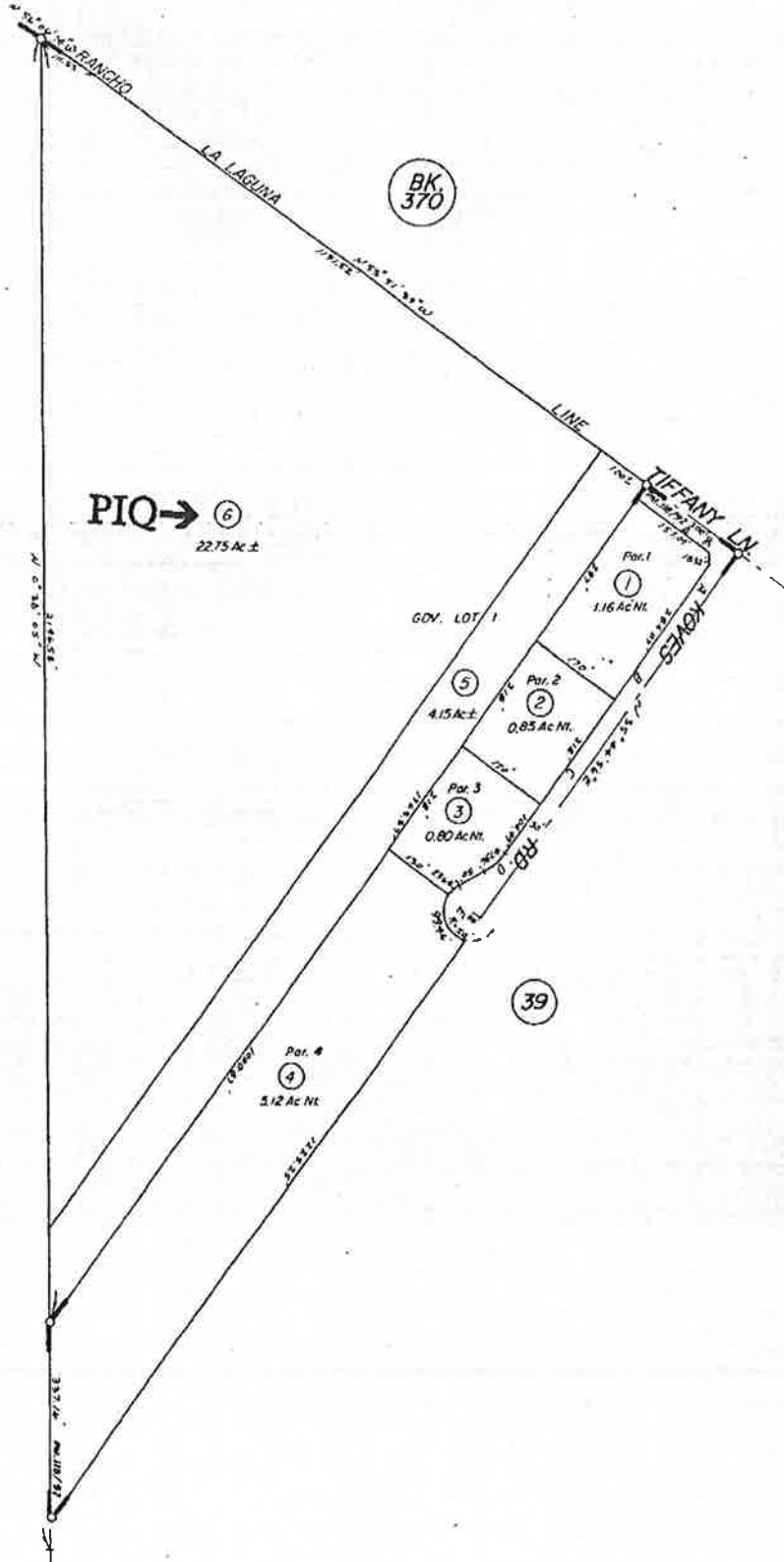
382-40

T.R.A. 065-022

POR. FRAC. SEC. 29 T6S, R.4W.



Description: Riverside, CA Assessor Map 382.40 Page: 1 of 1  
Order: Laws Lunch Dinner Inc Comment:



PM. 118/92-93 Parcel Map 18781

JAN. 1994  
JLS

DATA: 05/22/92  
M. 7/12/92  
M. 12/15/92  
M. 3/1/93

ASSESSOR'S MAP BK 382 PG. 40  
RIVERSIDE COUNTY, CALIF.





## INVOICE

Order Number: 17615

Order Date: 8/25/2008

**Customer Information:**

Acct No. 1044

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

Attn: Brent Steele  
REF: CV07-5494  
IN RE: LAWS LUNCH AND DINNER, INC.

Product and/or Service ordered for Property known as:  <b>Vacant Land</b>	
<b>DESCRIPTION:</b>	<b>FEE:</b>
Lot Book Report	\$120.00
<b>TOTAL DUE:</b>	\$120.00

Payment due upon receipt. Please remit to:

RZ Title Services, Inc.  
8826 Ocean View Ave. #H  
Whittier, CA 90605



8826 Ocean View Ave. #H  
Whittier, CA 90605  
Tel # (562) 325-8351  
Fax # (714) 783-3038

## Lot Book Report

Order Number: **17615**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV07-5494

IN RE: LAWS LUNCH AND DINNER, INC.

Order Date: 8/25/2008

Dated as of: 8/20/2008

County Name: Riverside

**FEE(s):**

Report: \$120.00

Property Address: Vacant Land

CA

Assessor's Parcel No. : 382-400-006-3

**Assessments:**

Land Value:	\$216,203.00
Improvement Value:	\$0.00
Exemption Value:	\$0.00
Total Value:	\$216,203.00

## Tax Information

Property Taxes for the Fiscal Year	2007-2008
First Installment	\$1,431.86
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2008)
Second Installment	\$1,431.86
Penalty	\$163.15
Status	NOT PAID-DELINQUENT

**Supplemental Property Tax Assessment for the**

Fiscal Year	2007-2008
Bill Number	052572350-3



8826 Ocean View Ave. #H  
Whittier, CA 90605  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 17615  
Reference: CV07-5494

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First Installment	\$1,569.07
Penalty	\$0.00
Due Date	12/10/2007
Status	PAID
Second Installment	\$1,569.07
Penalty	\$176.91
Due Date	04/10/2008
Status	NOT PAID-DELINQUENT

## Property Vesting

The last recorded document transferring title of said property

Dated	02/01/2007
Recorded	02/28/2007
Document No.	2007-0138400
D.T.T.	\$550.00
Grantor	Mark S. Hoenig and Mary Ann Hoenig
Grantee	Laws Lunch and Dinner, Inc., a California Corporation

Affects Property in Question and Other Property

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	02/28/2003
Recorded	04/03/2003
Document No.	2003-236514
Amount	\$299,900.57
Trustor	Mark S. Hoenig and Mary Ann Hoenig, husband and wife as joint tenants
Trustee	Escrow Chalet, Inc.
Beneficiary	Virginia C. Lawrence, a widow

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8826 Ocean View Ave. #H  
Whittier, CA 90605  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 17615  
Reference: CV07-5494

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Assignment Dated	02/26/2007
Recorded	02/28/2007
Document No.	2007-0138399
Assigned to	Virginia C. Lawrence Trustee, The Virginia C. Lawrence Living Trust created April 14, 2003

Affects Property in Question and Other Property

Modification of Deed of Trust Recorded	03/01/2007
Document No.	2007-0142815
Modified to	Changed Note Secured of Deed of Trust.

Position No.	2nd
A Deed of Trust Dated	01/31/2007
Recorded	02/28/2007
Document No.	2007-0138403
Amount	\$800,000.00
Trustor	Laws Lunch and Dinner, Inc.
Trustee	SBS Trust Deed Network
Beneficiary	Mark S. Hoenig and Mary Ann Hoenig

Affects Property in Question and Other Property

## Additional Information

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Mark S. Hoeing
Case No.	CV07-5494
Recorded	08/16/2007
Document No.	2007-0528077

Abstract of Judgment Filed in the	Superior Court of California, County of, San Diego, Central Division -Limited Civil
Case No.	IC758189
Recorded	09/27/2001

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8826 Ocean View Ave. #H  
Whittier, CA 90605  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 17615  
Reference: CV07-5494

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Document No.	2001-469076
Amount	\$18,262.22
Debtor	Stephen Roy Helgeson, individually and dba Laws Lunch & Dinner; Gwyneth Olive Helgeson, individually and dba Laws Lunch & Dinner
Creditor	San Diego Wholesale Credit Association, a California Corporation
A Certificate of County Tax Lien Recorded	10/24/2003
Document No	2003-839733
Amount	\$1,452.96
Tax Year	2003-2004
Account No.	0258550
Debtor	Laws Lunch & Dinner Inc. and Lance Wagner
Creditor: Tax Collector of the County of	Riverside
A Bankruptcy filed by	Laws Lunch Dinner .
Social Security Number(s)	None Shown
Date filed	05/14/2002
Case No.	18139 MJ
A Bankruptcy filed in the	Clerk, U.S. Bankruptcy Court Central District of California
By	Michael Gene
Social Security Number(s)	3504
Date filed	04/11/2005
Case No.	RS05-13522PC
Recorded	04/18/2005
Document No.	2005-0301897

### Legal Description

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

THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53° 30' WEST, 360.00 FEET FROM THE MOST EASTERLY CORNER THEREOF;



8826 Ocean View Ave. #H  
Whittier, CA 90605  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 17615  
Reference: CV07-5494

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THENCE SOUTH 36° 30' WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;

THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;

THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;

THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;

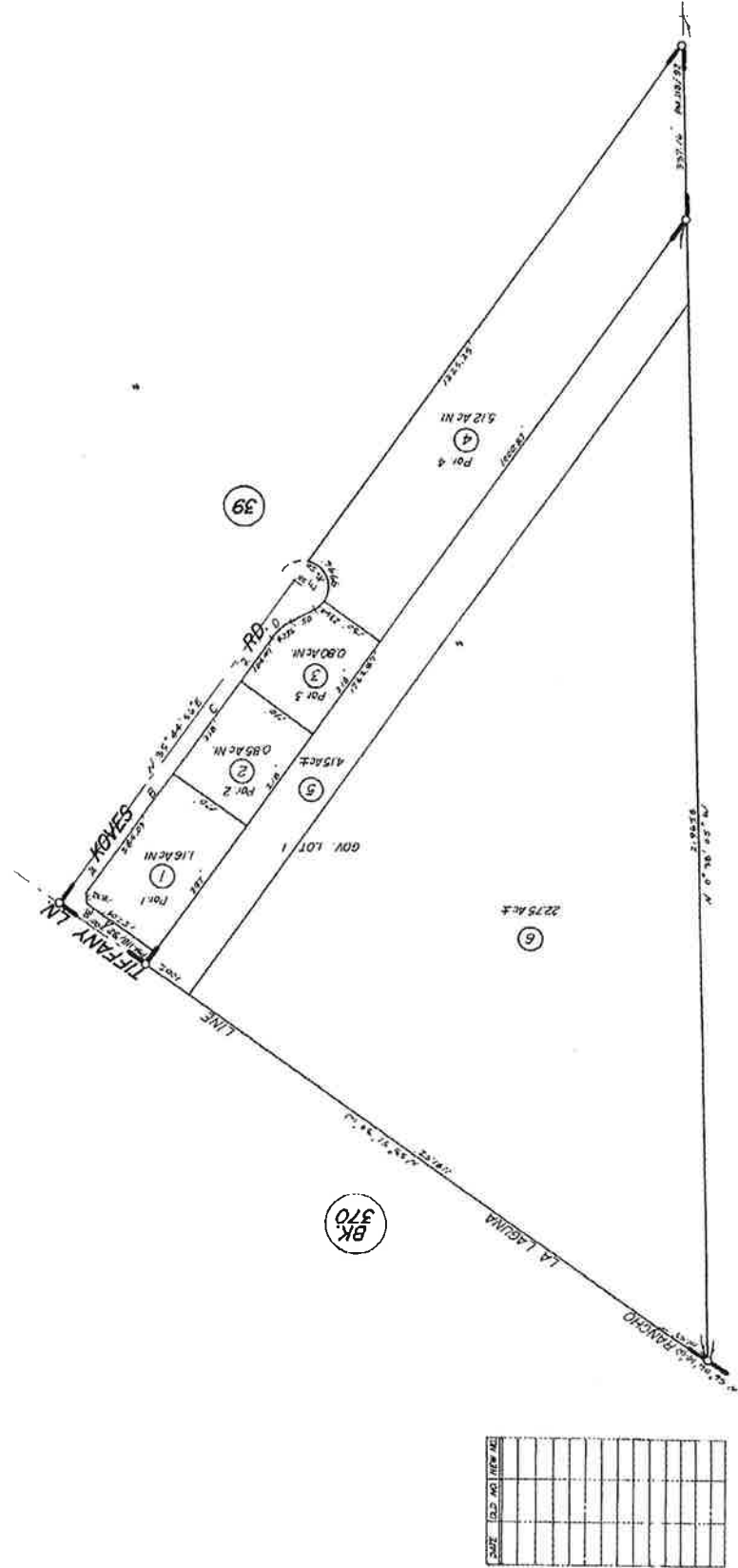
THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300.00 FEET TO THE POINT OF BEGINNING.

382-10

**382-40**

T.R.A. 065-022

**POR. FRAC. SEC. 29 T6S, R.4W.**



PM. 118/92-93 Parcel Map 18781

DATA: 05/27/92  
11/12/93  
PM. 12/83  
PM. 11/50

ASSESSOR'S MAP BK 382 PG. 40  
RIVERSIDE COUNTY, CALIF.

JAN. 1994  
JES

**TIGOR TITLE**  
**SAN BERNARDINO**  
 RECORDING REQUESTED BY:

DOC # 2007-0138400

02/28/2007 08:00A Fee:10.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:

**LAWS LUNCH AND DINNER, INC.**  
 9640 Indiana Ave  
 Riverside, CA 92503

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM

15 APR 07 2 05 PM NV - TRACKLW 021

Title Order No.: 09210049-17

Escrow No.: 071255-MU

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

**DOCUMENTARY TRANSFER TAX is \$ 550.00**

[ ] computed on full value of property conveyed, or

☒ computed on full value less value of liens or encumbrances remaining at time of sale.

☒ Unincorporated area [ ] City of Lake Elsinore AND



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Mark S. Hoenig and Mary Ann Hoenig**

hereby GRANT(s) to:

**Laws Lunch and Dinner, Inc., a California Corporation**

the real property in the City of Lake Elsinore, County of Riverside, State of California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 18815 Grand Ave, Lake Elsinore, CA 92530

AP#:

371-240-001-4

382-400-006-3

TRA: 065

DATED February 1, 2007

STATE OF CALIFORNIA

COUNTY OF Orange

On February 1, 2007

Before me, James A. Cork, Jr.

A Notary Public in and for said State, personally appeared

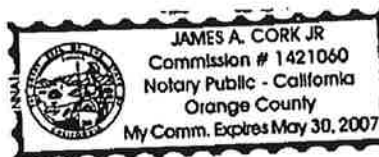
Mark S. Hoenig and Mary Ann Hoenig

*Mark S. Hoenig*  
 Mark S. Hoenig

*Mary Ann Hoenig*  
 Mary A. Hoenig

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)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:



**EXHIBIT "A"**

THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53° 30' WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;

THENCE SOUTH 36° 30' WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;

THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;

THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;

THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.

# NORTH AMERICAN TITLE CO.

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:  
VIRGINIA C. LAWRENCE  
33171 STONEMAN  
LAKE ELSINORE, CA 92530

DOC # 2003-236514

04/03/2003 08:00A Fee:34.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
✓	2		7		1				
A	R	L				COPY	LONG	REFUND	NCHG
									EXAM

A.P.N.: 371-240-000 & 382-400-006 TRA #: Order No.: 3805392

Escrow No.: 15369-MP

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Twenty-Eighth day of February, 2003, between

TRUSTOR: MARK S. HOENIG and MARY ANN HOENIG, Husband and Wife as Joint Tenants

whose address is 28510 RED GUM, LAKE ELSINORE, CA 92530, and

TRUSTEE: Escrow Chalet, Inc., a California Corporation, and

BENEFICIARY: VIRGINIA C. LAWRENCE, a Widow

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of LAKE ELSINORE, Riverside County, State of California, described as:

FOR EXACT LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Note is given and accepted as a portion of the purchase price.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part hereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$299,900.57 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

A.P.N.: 371-240-000 & 382-400-006

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335
Humboldt	657	527									

San Diego Series 2 Book 1961, Page 183887

(which provisions, identical in all counties, are printed on page 3 of this document) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

**NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.**

Signature of Trustor(s)

MARK S. HOENIG

*Mary Ann Hoenig*  
MARY ANN HOENIG - ONLY

Document Date: February 28, 2003

STATE OF CALIFORNIA

COUNTY OF San Diego

SS

On March 16, 2003

before me,

Jenette Lagarda

personally appeared Mary Ann Hoenig - ONLY

personally known to me (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

This area for official notarial seal.



2003-236514  
04/03/2003 08:08A  
2 of 7

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Riverside

} ss.

On March 12, 2003, before me, Kathleen Rossley Tessier, notary public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mark S. Hoening

Name(s) of Signer(s)

☐ I personally known to me

☒ 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 of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
  - (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
  - (3) To appear in and defend any action or proceeding purporting to affect the security hereof or affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
  - (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
  - (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
  - (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
  - (8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
  - (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)
  - (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.
  - (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.
  - (13) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
  - (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

PAGE 3 OF 4



2893-236514  
04/03/2003 08:00A  
4 of 7

A.P.N.: 371-240-000 & 382-400-006

-----DO NOT RECORD-----  
**REQUEST FOR FULL RECONVEYANCE**  
*To be used only when note has been paid.*

To: Escrow Chalet, Inc., Trustee

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

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

**Short Form  
DEED OF TRUST**  
WITH POWER OF SALE  
(INDIVIDUAL)

**Escrow Chalet, Inc.**  
AS TRUSTEE  
350-A Railroad Canyon Road  
Lake Elsinore, CA 92532



2003-236514  
04/03/2003 08:00A  
5 of 7

PAGE 4 OF 4

## EXHIBIT "A"

### LEGAL DESCRIPTION

THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53° 30' WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;

THENCE SOUTH 36° 30' WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;

THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;

THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;

THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.



2003-236514  
94/03/2003 08:09A  
6 of 7

ORDER NO.:

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: Jenette Lagarda

COMMISSION NUMBER: 1336873

COUNTY OF COMMISSION: San Diego

DATE COMMISSION EXPIRES: Dec 30, 2005

PLACE OF EXECUTION OF THIS DECLARATION: COLTON, CA

NORTH AMERICAN TITLE COMPANY

Aus Douglas  
SIGNATURE

3/27/06  
DATE



2003-236514  
04/03/2003 08:08A  
7 of 7



DOC # 2007-0138399

02/28/2007 08:00A Fee:12.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk &amp; Recorder



WHEN RECORDED MAIL TO:

VIRGINIA LAWRENCE  
33171 Stoneman  
Lake Elsinore, CA 92532

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM

021

**ASSIGNMENT OF DEED OF TRUST**T  
021

FOR VALUE RECEIVED, the undersigned grants, assigns and transfers to Virginia C. Lawrence, Trustee, The Virginia C. Lawrence Living Trust created April 14, 2003 all beneficial interest under that certain Deed of Trust dated 2/28/03, executed by Mark S. Hoenig and Mary Ann Hoenig to Escrow Chalet, Inc., Trustor, and recorded April 3, 2003, as Document No. 2003-236514, of Official Records in the Office of the County Recorder of Riverside County, California; describing land therein as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

AKA: 18815 Grand Ave, Lake Elsinore, CA 92530

APN: 382-400-006-3 and 371-240-001-4

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

SS:

*Virginia C. Lawrence*  
Virginia C. Lawrence

On 2/26/07, before me, MARILYN PRICE

A NOTARY PUBLIC

personally appeared VIRGINIA C. LAWRENCE

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 *Marilyn Price*  
MARILYN PRICE



## **EXHIBIT "A"**

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Lot 32 in Block D of Resubdivision of Block D of Elsinore, in the County of Riverside, State of California, as shown by Map on file in Book 6, Page 296 of Maps, San Diego County Records; and that portion of Fractional Section 29, Township 6 South, Range 4 West, San Bernardino Base and Meridian, by metes and bounds:

Beginning at a point on the Northeasterly line of said Lot 32, North 53° 30' West, 360 feet from the most Easterly corner thereof;  
Thence South 36° 30' West (said course being parallel with the Southeasterly line of Lot 34, and its Southwesterly extension) to the Westerly line of said Fractional Section 29;  
Thence Northerly, on the Westerly line of said Section 29, to the Northwest corner thereof;  
Thence Easterly, on the Northerly line of said Section, to the Southwesterly line of Rancho La Laguna;  
Thence Southeasterly, on the Southwesterly line of said Rancho, to the most Westerly corner of Lot 32 in said Block D;  
Thence Northeasterly, on the Northwesterly line of said Lot 32, to the most Northerly corner thereof;  
Thence Southeasterly, on the Northeasterly line of said Lot, 300 feet to the point of beginning.

DOC # 2007-0142815

03/01/2007 08:00A Fee:42.00

Page 1 of 6

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording Requested by:

TICOR TITLE CO.

After recording return to:

VIRGINIA LAWRENCE

33171 STONEMAN

LAKE ELSINORE, CA 92532

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			6	6	1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									044

Order No: 2029389-59

MODIFICATION OF NOTE SECURED BY DEED OF TRUST

A.P.N

TRA:

D.T.T.:

42



MODIFICATION OF NOTE, SECURED BY DEED OF TRUST

This Agreement made and entered into this 23rd day of February 2007  
between Virginia C. Lawrence, as First Party, and  
Laws Lunch and Dinner, Inc. and Michael Rawls, as Second Party,

WITNESSETH:

WHEREAS, First Party is the owner and holder of a promissory note secured by  
a deed of trust recorded April 3, 2003, Instrument No: 2003-236514  
of Official Records of the County of Riverside, State of California, and

WHEREAS, Second Party is the owner, or is about to become the owner, of the  
real property described in said deed of trust subject to the lien thereof, and

WHEREAS, the parties hereto desire to change and modify the terms of said pro-  
missory note,

NOW THEREFORE, in consideration of the promises and covenants herein contained  
it is mutually agreed as follows:

1. That the unpaid balance of principal now due upon said promissory note is  
the sum of TWO HUNDRED NINETY THOUSAND EIGHT HUNDRED NINETY ONE & 30/100 Dollars  
(\$293,891.30\*\*), with interest thereon at the rate of 7.00% per cent per  
annum from \_\_\_\_\_.

2. That the balance due upon said promissory note as aforesaid shall be paid  
in the following manner and the terms of said promissory note changed and modified  
as follows, to wit:

3. Monthly note payments shall remain in the amount of \$1,863.99 with a late  
charge of 6.0% of payment called for if not received by beneficiary within 10 days  
of the due date

4. Beneficiary under the note is amended to be Virginia C. Lawrence, Trustee,  
The Virginia C. Lawrence Living Trust created April 3, 2003

5. Note payments and accrued late charges to be paid current to date of  
Assumption

6. Second Party to pay an assumption fee equal to 1.0% of the unpaid principal  
balance

7. Second Party acknowledges that he is purchasing the property securing this  
note and deed of trust in its "AS IS-WHERE IS" condition

8. Second Party to provide First Party with a Tax Service

9. First Party and Second Party agree that First Party's consent to this  
assumption shall not be construed to include any future assumptions without the  
written consent of First Party being first obtained

10. Unpaid principal balance of note together with any accrued interest and/or  
late charge(s) shall become due and payable on or before April 2, 2013

11. There shall be no discount at time of payoff

3. That in all other respects said note and said deed of trust shall remain  
unaffected, unchanged, and unimpaired by reason of the execution of this agreement.

4. That Second Party agrees to pay said promissory note according to the terms  
thereof as herein changed and modified and agrees to perform all of the acts to be  
performed by the Trustor under the terms of said deed of trust.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day  
and year first above written.

Virginia C. Lawrence  
Virginia C. Lawrence, First Party

LAWS LUNCH AND DINNER, INC

BY: Michael Rawls, President

This document is signed in counterpart

1 of 2

# ACKNOWLEDGMENT

State of California )

County of RIVERSIDE )

) SS.

On FEBRUARY 26, 2007 before me, MARILYN PRICE, A NOTARY PUBLIC,

personally appeared VIRGINIA C. LAWRENCE

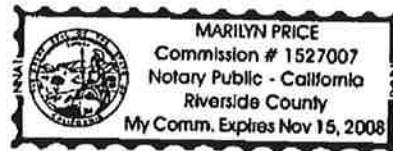
personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ 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

Marilyn Price  
MARILYN PRICE

FOR NOTARY STAMP





MODIFICATION OF NOTE, SECURED BY DEED OF TRUST

This Agreement made and entered into this 23rd day of February 2007  
between Virginia C. Lawrence, as First Party, and  
Laws Lunch and Dinner, Inc. and Michael Rawls, as Second Party,

WITNESSETH:

WHEREAS, First Party is the owner and holder of a promissory note secured by a deed of trust recorded April 3, 2003, Instrument No: 2003-236514 of Official Records of the County of Riverside, State of California, and

WHEREAS, Second Party is the owner, or is about to become the owner, of the real property described in said deed of trust subject to the lien thereof, and

WHEREAS, the parties hereto desire to change and modify the terms of said promissory note,

NOW THEREFORE, in consideration of the promises and covenants herein contained it is mutually agreed as follows:

1. That the unpaid balance of principal now due upon said promissory note is the sum of TWO HUNDRED NINETY THOUSAND EIGHT HUNDRED NINETY ONE & 30/100 Dollars (\$293,891.30), with interest thereon at the rate of 7.00% per cent per annum from

2. That the balance due upon said promissory note as aforesaid shall be paid in the following manner and the terms of said promissory note changed and modified as follows, to wit:

3. Monthly note payments shall remain in the amount of \$1,863.99 with a late charge of 6.0% of payment called for if not received by beneficiary within 10 days of the due date

4. Beneficiary under the note is amended to be Virginia C. Lawrence, Trustee, The Virginia C. Lawrence Living Trust created April 3, 2003

5. Note payments and accrued late charges to be paid current to date of Assumption

6. Second Party to pay an assumption fee equal to 1.0% of the unpaid principal balance

7. Second Party acknowledges that he is purchasing the property securing this note and deed of trust in its "AS IS-WHERE IS" condition

8. Second Party to provide First Party with a Tax Service

9. First Party and Second Party agree that First Party's consent to this assumption shall not be construed to include any future assumptions without the written consent of First Party being first obtained

10. Unpaid principal balance of note together with any accrued interest and/or late charge(s) shall become due and payable on or before April 2, 2013

11. There shall be no discount at time of payoff

3. That in all other respects said note and said deed of trust shall remain unaffected, unchanged, and unimpaired by reason of the execution of this agreement.

4. That Second Party agrees to pay said promissory note according to the terms thereof as herein changed and modified and agrees to perform all of the acts to be performed by the Trustor under the terms of said deed of trust.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Virginia C. Lawrence, First Party

LAW'S LUNCH AND DINNER, INC

Michael Rawls  
BY: Michael Rawls, President

Signed in counterpart  
part 2 of 2

ACKNOWLEDGMENT

State of California

County of RIVERSIDE

) SS.

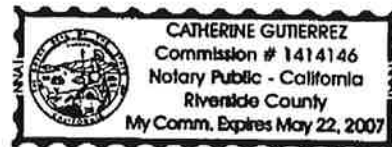
On Feb. 27, 2007 before me, Catherine Gutierrez, <sup>Notary</sup> public  
personally appeared MICHAEL RAWLS, President CG

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

WITNESS my hand and official seal.

Signature

Catherine Gutierrez



FOR NOTARY STAMP

YOUR REFERENCE: 071255MC

**EXHIBIT "A"**

THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53° 30' WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;

THENCE SOUTH 36° 30' WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;

THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;

THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;

THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.

DOC # 2007-0138403

02/28/2007 08:00A Fee: 28.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk &amp; Recorder



RECORDING REQUESTED BY

**TICOR TITLE**  
**SAN BERNARDINO**

AND WHEN RECORDED MAIL TO:

**MARK AND MARY HOENIG**  
 29510 Red Gum Drive  
 Lake Elsinore, CA 92532

Order No.

Escrow No. 071255-MC

A.P.N. 371-240-000

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									021

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**SHORT FORM DEED OF TRUST WITH ASSIGNMENT OF RENTS**
**T** 28  
**021**

 BY THIS DEED OF TRUST, made this **31st** day of **January**, 2007, between  
**LAWS LUNCH AND DINNER, INC.**

**18815 Grand Ave** **Lake Elsinore**, herein called TRUSTOR, whose address is  
 (number and street) (city) CA 92530  
 (state) (zip)  
 and **SBS TRUST DEED NETWORK**, a California corporation, herein called TRUSTEE, and  
**MARK S. HOENIG AND MARY ANN HOENIG**

Trustor grants, transfers, and assigns to trustee, in trust, with power of sale, that property in  
**City of Lake Elsinore** **Riverside** County, California, described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION**

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

(1) Payment of the indebtedness evidenced by one promissory note in the principal sum of **\$ 800,000.00**  
 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to  
 order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by  
 reference or contained herein, (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor,  
 or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

FORM NO TD 301 (5/94)

Page 1 of 2

Initial

2029389-5

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability thereto and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or change hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Except as set forth in this deed, Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall without conveyance from the Trustee predecessor, succeed to all its title estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(10) The irrevocable appointment of Trustee is given for good and valuable consideration receipt of which is hereby acknowledged, in addition to the other duties of Trustee as set forth in this Deed of Trust and as required under applicable case and statutory law, the duties of Trustee hereunder include the provision of the services of a staff certified public accountant to review and when requested to do so in writing to advise Trustor and Beneficiary regarding federal and/or tax reporting of the sale or loan transaction concomitant with this Deed of Trust, to provide a telephone referral service to Trustor and Beneficiary of tax, legal and foreclosure specialists and to provide a toll-free telephone message center ("Additional Duties").

(11) Any substitution of Trustee hereunder will require the prior written consent of Trustee. Written notice of any proposed substitution of Trustee must be received by Trustee at least thirty (30) days prior to the proposed effective date of such substitution at 7411 Large Circle, Huntington Beach, California 92647 or at its then principal place of business within the state in which the real property described on Page 1 of this instrument is located.

(12) By Execution of this Deed of Trust by Trustor, acceptance and recording of this Deed of Trust by Beneficiary and the within acceptance of irrevocable appointment of trustee by Trustee, the Trustor, Beneficiary and Trustee agree to the terms and covenants contained in this Deed of Trust, including, but not limited to the irrevocable appointment of Trustee herein. Further, Trustor and Beneficiary, jointly and severally, expressly waive the provisions of California Civil Code Section 2934 (a)(1) or any successor or alternative statute as related to the substitution of Trustee. Notwithstanding any other provision contained in this Deed of Trust, should Beneficiary or any successor-in-interest of Beneficiary request in writing that Trustee agree to a substitution of Trustee, Trustee upon payment of its fees, shall convey, without warranty, the property held hereunder to the substituted trustee and Trustor shall be released from all duties pursuant to this Deed of Trust and Beneficiary and Beneficiary's successor-in-interest shall inure to the rights as follows:

Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary, and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee and Trustees, who shall without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties except the Additional Duties as set forth in this Deed. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	REC	INSTR	COUNTY	REC	INSTR	COUNTY	REC	INSTR	COUNTY	REC	INSTR
Alameda	6/27/91	91-188718	Kings	6/21/91	9108782	Placer	6/24/91	91036303	Sierra	6/24/91	107988
Alpine	6/25/91	540	Lake	6/26/91	9102766	Plumas	6/21/91	4420	Slackyou	6/21/91	91-007362
Amador	6/21/91	005769	Lassen	6/24/91	3396	Riverside	7/19/91	245412	Solano	6/24/91	91-0043517
Butte	6/25/91	91-025640	Los Angeles	6/24/91	91-946254	Sacramento	7/3/91	0474	Sonoma	6/21/91	0059832
Calaveras	6/24/91	009420	Madera	7/2/91	9116500	San Benito	6/24/91	9105170	Stanislaus	6/21/91	046539
Colusa	6/21/91	2807	Marin	6/26/91	91039937	San Bernardino	7/10/91	91-259301	Sutter	6/28/91	12012
Contra Costa	6/21/91	91-120190	Mariposa	6/26/91	913411	San Diego	6/28/91	0316260	Tehama	6/21/91	7739
Del Norte	6/24/91	913259	Mendocino	7/15/91	12895	San Francisco	6/25/91	E928920	Trinity	6/26/91	2167
El Dorado	7/3/91	38427	Merced	6/25/91	19271	San Joaquin	6/1/91	91073679	Tulare	6/26/91	39212
Fresno	6/25/91	91075183	Modoc	6/25/91	2489	San Luis Obispo	6/21/91	35748	Tuolumne	6/24/91	10016
Glenn	7/3/91	91-3218	Mono	6/24/91	03313	San Mateo	7/1/91	91-083118	Ventura	6/27/91	090808
Humboldt	6/21/91	91-133742	Monterey	6/21/91	35849	Santa Barbara	6/21/91	91-039362	Yolo	6/21/91	013132
Imperial	6/24/91	91011468	Napa	6/21/91	18535	Santa Clara	7/3/91	10960045	Yuba	6/21/91	91-7046
Inyo	6/21/91	91-2937	Nevada	7/15/91	91-20769	Santa Cruz	7/5/91	41719			
Kern	7/18/91	088220	Orange	7/3/91	91-346063	Shasta	7/5/91	27911			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side of page one hereof) are by within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at this address hereinbefore set forth.

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

} SS.

LAWS LUNCH AND DINNER, INC.

On Feb. 2, 2007

before me,

CATHERINE GUTIERREZ

, a notary public,

personally appeared MICHAEL RAWLS

Michael Rawls  
BY: Michael Rawls  
PRESIDENT

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

Catherine Gutierrez

(This area for official notarial seal)

A.P.N.: 371-240-000

ORDER NO.

ESCROW NO. 071255-MC



(DO NOT RECORD)

## REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated \_\_\_\_\_

To SBS TRUST DEED NETWORK, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under same.

### MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_

Current Beneficiary's Address

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.**

**DEED OF TRUST**  
WITH POWER OF SALE



TRUSTEE

P.O. Box 2709  
7411 Lorge Circle  
Huntington Beach, CA 92647  
(800) 678-7171

**EXHIBIT "A"**

THAT PORTION OF LOT 32 IN BLOCK D OF RESUBDIVISION OF BLOCK D OF ELSINORE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGE 296 OF MAPS, SAN DIEGO COUNTY RECORDS; AND THAT PORTION OF FRACTIONAL SECTION 29, TOWNSHIP 6 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, BY METES AND BOUNDS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 32, NORTH 53° 30' WEST, 360 FEET FROM THE MOST EASTERLY CORNER THEREOF;

THENCE SOUTH 36° 30' WEST (SAID COURSE BEING PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 34, AND ITS SOUTHWESTERLY EXTENSION) TO THE WESTERLY LINE OF SAID FRACTIONAL SECTION 29;

THENCE NORTHERLY, ON THE WESTERLY LINE OF SAID SECTION 29, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY, ON THE NORTHERLY LINE OF SAID SECTION, TO THE SOUTHWESTERLY LINE OF RANCHO LA LAGUNA;

THENCE SOUTHEASTERLY, ON THE SOUTHWESTERLY LINE OF SAID RANCHO, TO THE MOST WESTERLY CORNER OF LOT 32 IN SAID BLOCK D;

THENCE NORTHEASTERLY, ON THE NORTHWESTERLY LINE OF SAID LOT 32, TO THE MOST NORTHERLY CORNER THEREOF;

THENCE SOUTHEASTERLY, ON THE NORTHEASTERLY LINE OF SAID LOT, 300 FEET TO THE POINT OF BEGINNING.

When recorded please mail to:  
Mail Stop# 5144

DOC # 2007-0528077  
08/16/2007 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



### NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of )

Case No.: CV07-5494

MARK S. HOEING

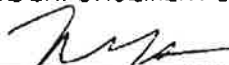
**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, (RCC Title 15) described as GRADING WITHOUT APPROVAL from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 1 PARCEL SOUTH OF GRAND AVENUE, LAKE ELSINORE, CA and more particularly described as Assessment Parcel No. 382-400-006 and having a legal description of 22.75 ACRES M/L IN POR NW ¼ OF SEC 29 T6S R4W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS with the requirements of Ordinance No. 457, (RCC Title 15).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. 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, 117 S. Langstaff Street, Lake Elsinore, CA 92530, Attention Code Enforcement Officer Brett Farlow (951) 245-3186.

**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.

**NOTICE OF FURTHER GIVEN** that pursuant to Riverside County Ordinance 457.96 Section 11, 3306.03 the Department of Building and Safety may place a five year hold on the issuance of related building permits and land use approvals for this property. Any property owner aggrieved by this decision has the right to appeal to the County of Riverside Board of Supervisors.

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

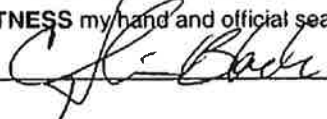
By:   
Mark Slocum  
Code Enforcement Department

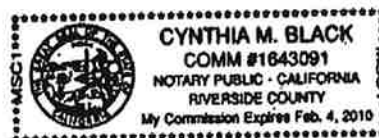
### ACKNOWLEDGMENT

State of California)  
County of Riverside)

On 8/9/07 before me, Cynthia Black, Notary Public, personally appeared Mark Slocum, 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.





DOC # 2001-469076

09/27/2001 08:00A Fee:17.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:  
William J. Pagnini, Esq. CSB#48440  
LIGGETT, DAVIS & PAGNINI  
3914 Murphy Canyon Road, Suite A223  
San Diego, CA 92123

AND WHEN RECORDED MAIL TO

San Diego Wholesale Credit Association  
2044 First Avenue, Suite 300  
San Diego, CA 92101-2079

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A	R	L				COPY	LONG	REUSE	NEW

22

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ABSTRACT OF JUDGMENT




Title of Document

M  
HB

**THIS AREA FOR  
RECORDER'S  
USE ONLY**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

STC-SCSD 990a (Rev. 4/2000)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) <input checked="" type="checkbox"/> Recording requested by and return to: William J. Pagnini, Esq. CSB #48440 Christina Melhouse, Esq. CSB #201818 LIGGETT, DAVIS & PAGNINI 3914 Murphy Canyon Road, Suite A223, San Diego, CA 92123 <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD		TELEPHONE NO. 858/279-7920  <b>FOR RECORDER'S USE ONLY</b>  CASE NUMBER: IC758189
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA STREET ADDRESS: COUNTY OF SAN DIEGO MAILING ADDRESS: 330 W. Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: CENTRAL DIVISION -- LIMITED CIVIL PLAINTIFF: SAN DIEGO WHOLESALE CREDIT ASSOCIATION, a California corporation DEFENDANT: STEPHEN ROY HELGESON, et al.		2001-469076 982(a)(1) 88-666 88/27/2001
<b>ABSTRACT OF JUDGMENT</b>		
1. The <input checked="" type="checkbox"/> judgment creditor <input type="checkbox"/> assignee of record applies for an abstract of judgment and represents the following: a. Judgment debtor's Name and last known address STEPHEN ROY HELGESON, individually and dba LAWS LUNCH & DINNER; 9640 Indiana Riverside, CA 92503 b. Driver's license No. and state: <input checked="" type="checkbox"/> Unknown. c. Social Security No: 572-64-6286 <input type="checkbox"/> Unknown. d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): SAME AS ABOVE e. <input checked="" type="checkbox"/> Additional judgment debtors are shown on reverse. Date: 9/7/01 William J. Pagnini, Esq. (TYPE OR PRINT NAME) <div style="text-align: right;">           (SIGNATURE OF APPLICANT OR ATTORNEY)       </div>		
2. a. <input checked="" type="checkbox"/> I certify that the following is a true and correct abstract of the judgment entered in this action. b. <input type="checkbox"/> A certified copy of the judgment is attached. 3. Judgment creditor (name): SAN DIEGO WHOLESALE CREDIT ASSOCIATION, a California corporation whose address appears on this form above the court's name 4. Judgment debtor (full name as it appears in judgment): STEPHEN ROY HELGESON, individually and dba LAWS LUNCH & DINNER; GWYNETH OLIVE HELGESON, individually and dba LAWS LUNCH & DINNER;		
5. a. Judgment entered on (date): 8/24/01 b. Renewal entered on (date): c. Renewal entered on (date): <div style="border: 1px solid black; padding: 5px; display: inline-block;">           This abstract issued on (date): SEP 17 2001         </div>		
6. Total amount of judgment entered or last renewed: \$ 18,262.22 7. <input type="checkbox"/> An <input type="checkbox"/> execution <input type="checkbox"/> attachment lien is endorsed on the judgment as follows: a. Amount \$ b. In favor of (name and address): 8. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date): 9. <input type="checkbox"/> This judgment is an installment judgment.		
<div style="display: flex; align-items: center;"> <div style="flex: 1;">  </div> <div style="flex: 2;"> <div style="display: flex; justify-content: space-between;"> <div>           Clerk, by             L. Pettavino         </div> <div>Deputy</div> </div> </div> </div>		

PLAINTIFF: SAN DIEGO WHOLESALE CREDIT ASSOCIATION, a  
California corporation  
DEFENDANT: STEPHEN ROY HELGESON, et al.

CASE NUMBER:

IC758189

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address  
Gwyneth Olive Helgeson, individually  
and dba LAWS LUNCH & DINNER;  
9640 Indiana  
Riverside, CA 92503

Driver's license No. & state: ☒ Unknown.  
Social Security No.: ☒ Unknown.  
Summons was personally served at or mailed to  
SAME AS ABOVE (address):

14. Name and last known address

Driver's license No. & state: ☐ Unknown.  
Social Security No.: ☐ Unknown.  
Summons was personally served at or mailed to (address):

11. Name and last known address

Driver's license No. & state: ☐ Unknown.  
Social Security No.: ☐ Unknown.  
Summons was personally served at or mailed to (address):

15. Name and last known address

Driver's license No. & state: ☐ Unknown.  
Social Security No.: ☐ Unknown.  
Summons was personally served at or mailed to (address):

12. Name and last known address

Driver's license No. & state: ☐ Unknown.  
Social Security No.: ☐ Unknown.  
Summons was personally served at or mailed to (address):

16. Name and last known address

Driver's license No. & state: ☐ Unknown.  
Social Security No.: ☐ Unknown.  
Summons was personally served at or mailed to (address):

13. Name and last known address

Driver's license No. & state: ☐ Unknown.  
Social Security No.: ☐ Unknown.  
Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license No. & state: ☐ Unknown.  
Social Security No.: ☐ Unknown.  
Summons was personally served at or mailed to (address):

18. ☐ Continued on attachment 18.



2001-469076  
09/27/2001 08:00A  
3 of 3



THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN  
FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

LAWS LUNCH & DINNER INC  
LANCE WAGNER  
9640 INDIANA AVE  
RIVERSIDE CA 92503

Doc #. 2003-839733

10/24/2003 08:00A Fee: NC

Page 1 of 1

Recorded in Official Records  
County of Riverside

== Gary L Orso ==

Assessor, County Clerk and Recorder

"This tax lien was electronically prepared and  
recorded by the County of Riverside"

## CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq.  
and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

SS

No. 0258550

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

### NAME AND ADDRESS

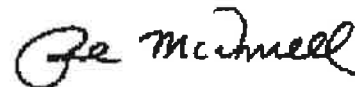
LAWS LUNCH & DINNER INC  
WAGNER LANCE  
9640 INDIANA AVE  
RIVERSIDE CA 92503

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2003-2004	009-139	000192499-2	\$1,452.96	\$145.29		\$11.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 10/16/2003



Paul McDonnell, Tax Collector

DOC # 2005-0301897

04/18/2005 08:00A Fee:15.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

J.L. BORRIE & ASSOC  
Law OFFICES OF  
4333 ORANGE ST.  
Ste 21  
Riverside, Ca. 92501

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Voluntary Petition

17  
IC

Title of Document

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RECORDER'S  
USE ONLY

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

ACR 238P-AS4RE0 (Rev. 02/2003)

UNITED STATES BANKRUPTCY COURT  
Central District of California



I hereby attest and certify that on 4-18-15 the  
attached reproduction(s), containing 2 pages, is a  
full, true and correct copy of the complete document entitled:

Voluntary Petition

which includes: ☐ Exhibits ☐ Attachments

on file in my office and in my legal custody at the marked location:

☐ 300 North Los Angeles Street  
Los Angeles, CA 90012

☒ 3420 Twelfth Street, Suite 125  
Riverside, CA 92501-3819

☐ 411 West 4th Street, Suite 2074  
Santa Ana, CA 92701-4593

☐ 1415 State Street  
Santa Barbara, CA 93101-2511

☐ 21041 Burbank Boulevard  
Woodland Hills, CA 91367

Jon D. Cereetto, Clerk of Court

By: \_\_\_\_\_

Deputy Clerk

THIS CERTIFICATION IS VALID ONLY WITH THE  
UNITED STATES BANKRUPTCY COURT SEAL.

Revised 11/98

2005-0301897  
84/18/2505 03:00H  
2 of 4



ORIGINAL

<b>United States Bankruptcy Court Central District of California</b>		<b>Voluntary Petition</b>																					
Name of Debtor (if individual, enter Last, First, Middle): <b>Rawls, Michael Gene</b>		Name of Joint Debtor (Spouse) (Last, First, Middle):																					
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names): <b>aw Law's Lunch &amp; Dinner, Inc</b> <b>aw DeAnza Avocados, Inc</b> <b>aw Bravo Zulu, Inc</b>		All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):																					
Last four digits of Soc.Sec.No./Complete EIN or other Tax ID No. (if more than one, state all): <b>3504</b>		Last four digits of Soc.Sec.No./Complete EIN or other Tax ID No. (if more than one, state all):																					
Street Address of Debtor (No. & Street, City, State & Zip Code): <b>1413 Irving</b> <b>Riverside, CA 92504</b>		Street Address of Joint Debtor (No. & Street, City, State & Zip Code):																					
County of Residence or of the Principal Place of Business: <b>Riverside</b>		County of Residence or of the Principal Place of Business:																					
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):																					
Location of Principal Assets of Business Debtor (if different from street address above):																							
<b>Information Regarding the Debtor (Check the Applicable Boxes)</b>																							
<b>Venue (Check any applicable box)</b> <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.																							
<b>Type of Debtor (Check all boxes that apply)</b> <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Railroad <input type="checkbox"/> Corporation <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Other <input type="checkbox"/> Clearing Bank		<b>Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)</b> <input type="checkbox"/> Chapter 7 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12																					
<b>Nature of Debts (Check one box)</b> <input type="checkbox"/> Consumer/Non-Business <input checked="" type="checkbox"/> Business		<b>Filing Fee (Check one box)</b> <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay for the filing fee. Rule 1006(b). See O																					
<b>Chapter 11 Small Business (Check all boxes that apply)</b> <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)																							
<b>Statistical/Administrative Information (Estimates only)</b> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, be no funds available for distribution to unsecured creditors.																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Estimated Number of Creditors</td> <td>1-15</td> <td>16-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1000-over</td> </tr> <tr> <td></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			Estimated Number of Creditors	1-15	16-49	50-99	100-199	200-999	1000-over		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Estimated Number of Creditors	1-15	16-49	50-99	100-199	200-999	1000-over																	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="7">Estimated Assets</td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			Estimated Assets							\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Estimated Assets																							
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million																	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="7">Estimated Debts</td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			Estimated Debts							\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Estimated Debts																							
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million																	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																	

04/11/2005 \*\*FILED\*\* 15:36

RS05-13522PC

DEBTOR:

RAWLS, MICHAEL GENE

JUDGE: HON. P. Carroll - 645

TRUSTEE: CH: 11 (INCOMPLETE)

341A MTG:

ADR:

CLERK, U.S. BANKRUPTCY COURT  
 CENTRAL DISTRICT OF CALIF. ID: 048  
 RECEIPT NO: RS-005036 \$ 839.00

2005-0381897  
 04/19/2005 08:08:09  
 3 of 4

**Voluntary Petition**

(This page must be completed and filed in every case)

Name of Debtor(s):

Michael Gene Rawls

Location

**Prior Bankruptcy Case Filed Within Last 6 Years** (If more than one, attach additional sheet)

Where Filed:

NONE

Case Number:

Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor** (If more than one, attach additional sheet)

Name of Debtor: NONE

Case Number:

Date Filed:

District:

Relationship:

Judge:

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.  
 [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Debtor

X

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

X

Signature of Attorney

Signature of Attorney for Debtor(s)

J. L. BORRIS 81 522

Printed Name of Attorney for Debtor(s)

J.L. Borrie &amp; Associates

Firm Name

4333 Orange St, Suite 21

Address

Riverside, Ca 92501

951 686-6432

Telephone Number

Date

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

**Signatures****Exhibit A**

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)

☐ Exhibit A is attached and made a part of this petition.

**Exhibit B**

((To be completed if debtor is an individual whose debts are primarily consumer debts))

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X

Signature of Attorney for Debtor(s)

Date

**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No

**Signature of Non-Attorney Petition Preparer**

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

Printed Name of Bankruptcy Petition Preparer

Social Security Number (Required by 11 U.S.C. § 110(c).)

Address

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

X

Signature of Bankruptcy Petition Preparer

Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. § 110; 18 U.S.C. § 156.



2005-0301897

04/18/2005 09:09H

4 of 4



## INVOICE

**Order Number:** 18580

**Order Date:** 1/7/2009

**Customer Information:**

**Acct No.** 1044

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

**Attn:** Brent Steele  
**REF:** CV07-5494/Sylvia L. Samerdjian  
**IN RE:** LAWS LUNCH & DINNER INC.

Product and/or Service ordered for Property known as:  <b>Vacant Land</b>	
<b>DESCRIPTION:</b>	<b>FEE:</b>
Updated Lot Book	\$60.00
<b>TOTAL DUE:</b>	<b>\$60.00</b>

**Payment due upon receipt. Please remit to:**

RZ Title Services, Inc.  
P.O. Box 1193  
Whittier, CA 90609





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

## Updated Lot Book

**Customer:****RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT**

4080 Lemon Street  
Riverside

CA 92501

Attn: Brent Steele  
Reference: CV07-5494/Sylvia L. Samerdjian  
IN RE: LAWS LUNCH & DINNER INC.

**Order Number: 18580**

Order Date: 1/7/2009

Dated as of: 1/6/2008

County Name: Riverside

**FEE(s):**

Report: \$60.00

Property Address: Vacant Land

CA

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 382-400-006

Assessments:	Land Value:	\$459,000.00
	Improvement Value:	\$0.00
	Exemption Value:	\$0.00
	Total Value:	\$459,000.00

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$2,650.28
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2009)
Second Installment	\$2,650.28
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2009)

Supplemental Property Tax Assessment for the

Fiscal Year	2006
Bill Number	052572350-3
First Installment	\$1,569.07



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

Order Number: 18580

Reference: CV07-5494/Sylvia

---

Penalty	\$0.00
Due Date	12/10/2007
Status	PAID
Second Installment	\$1,569.07
Penalty	\$0.00
Due Date	04/10/2008
Status	PAID WITH PENALTY



## INVOICE

Order Number: 19302

Order Date: 6/24/2009

**Customer Information:**

Acct No. 1044

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

Attn: Brent Steele  
REF: CV07-5494 / Brenda Peeler  
IN RE: LAWS LUNCH & DINNER, INC.

Product and/or Service ordered for Property known as:  <b>Vacant Land</b>	
<b>DESCRIPTION:</b>	<b>FEE:</b>
Updated Lot Book	\$60.00
<b>TOTAL DUE:</b>	<b>\$60.00</b>

Payment due upon receipt. Please remit to:

RZ Title Services, Inc.  
P.O. Box 1193  
Whittier, CA 90609



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

## Updated Lot Book

**Customer:****RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT**

4080 Lemon Street  
Riverside

CA 92501

Attn: Brent Steele  
Reference: CV07-5494 / Brenda Peeler  
IN RE: LAWS LUNCH & DINNER, INC.

**Order Number: 19302**

Order Date: 6/24/2009

Dated as of: 6/17/2009

County Name: Riverside

**FEE(s):**

Report: \$60.00

Property Address: Vacant Land

CA

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 382-400-006-3

Assessments:	Land Value:	\$459,000.00
	Improvement Value:	\$0.00
	Exemption Value:	\$0.00
	Total Value:	\$459,000.00

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$2,650.28
Penalty	\$265.00
Status	PAID (PAID THRU 01/31/2009)
Second Installment	\$2,650.28
Penalty	\$296.00
Status	NOT PAID-DELINQUENT

NO OTHER EXCEPTIONS



Jay E. Orr  
DIRECTOR

Code Enforcement Department  
**County Of Riverside**  
Lake Elsinore District Office  
117 S. Langstaff Street  
Lake Elsinore, California 92530  
(951) 245-3186 – Fax (951) 245-3205

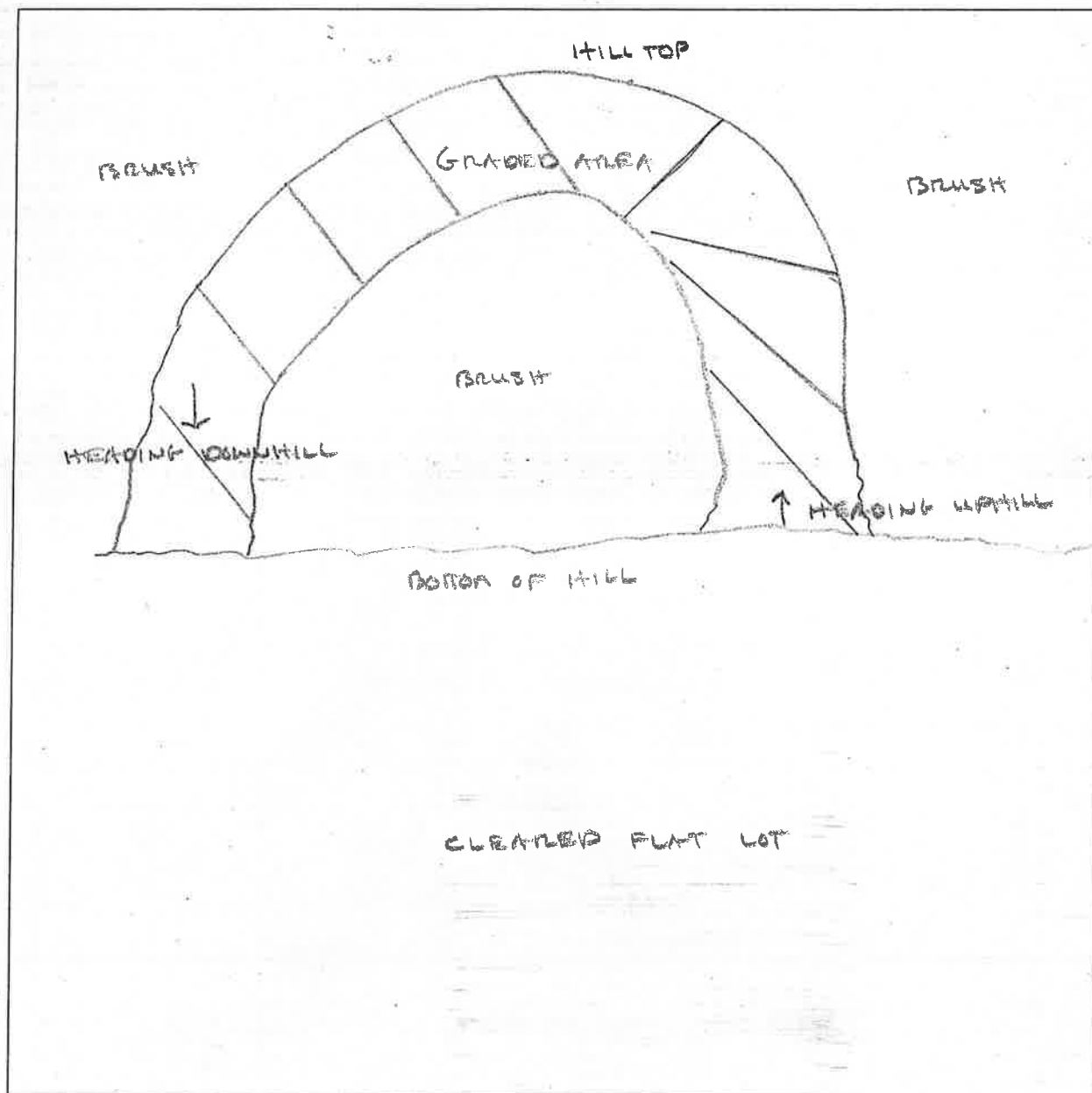
CASES#: 6007-5494 PROPERTY SITUS: 18000 BLK GRAND AVE, LAKE ELSINORE  
APN: 382-400-006

A.P.N.: 382-400-006 DRAWN ON (date) 1-3-07 DRAWN BY: DEAN LUI

Provide North Arrow



REAR PROPERTY LINE



NOT TO SCALE

FRONT PROPERTY LINE

SIT.05 -Code Enforcement 10.07

GRAND AVE

ST./AV./DR

EXHIBIT NO. 7

PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 1 DATE: 1/16/09 TIME: 1400 PM TAKEN BY: BF # 21

Depicting cleared area and subsequent removed brush (in foreground       )

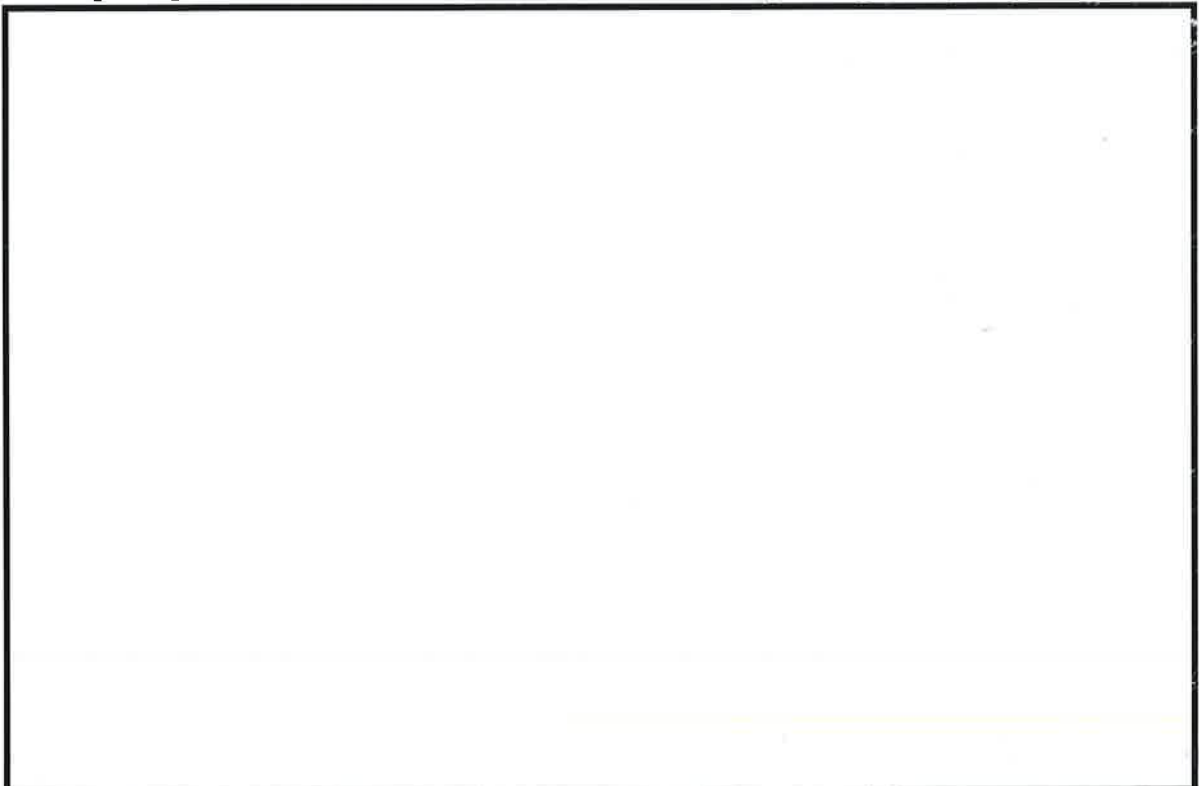


PHOTO # 2 DATE:            TIME:            AM/PM TAKEN BY: BF # 21

EXHIBIT NO.       D2

PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 1 DATE: 1/04/08 TIME: 0830 AM TAKEN BY: BF # 21

Photo depicting graded/ grubbed hillside \_\_\_\_\_

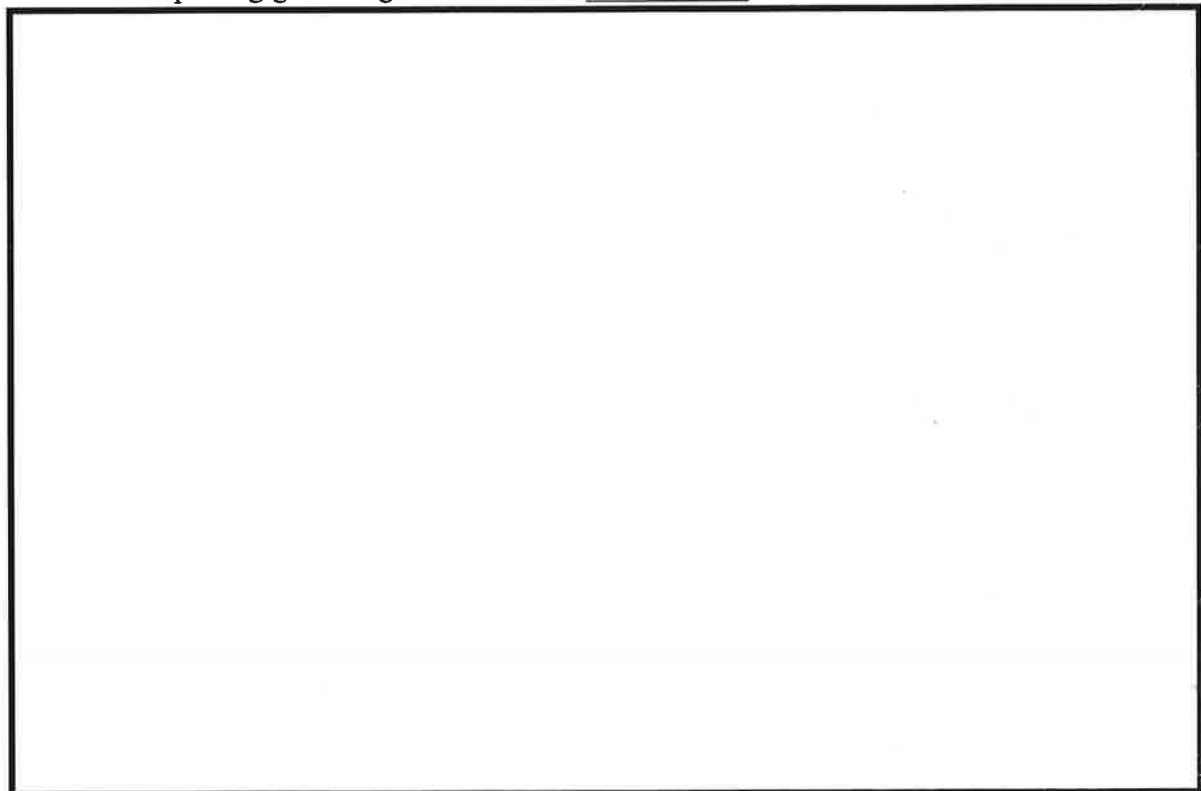


PHOTO # 2 DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ AM/PM TAKEN BY: BF #21

EXHIBIT NO. D3



PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 1 DATE: 08/26/08 TIME: 1500 PM TAKEN BY: BF # 21

Depicting graded/cleared north-facing hillside \_\_\_\_\_

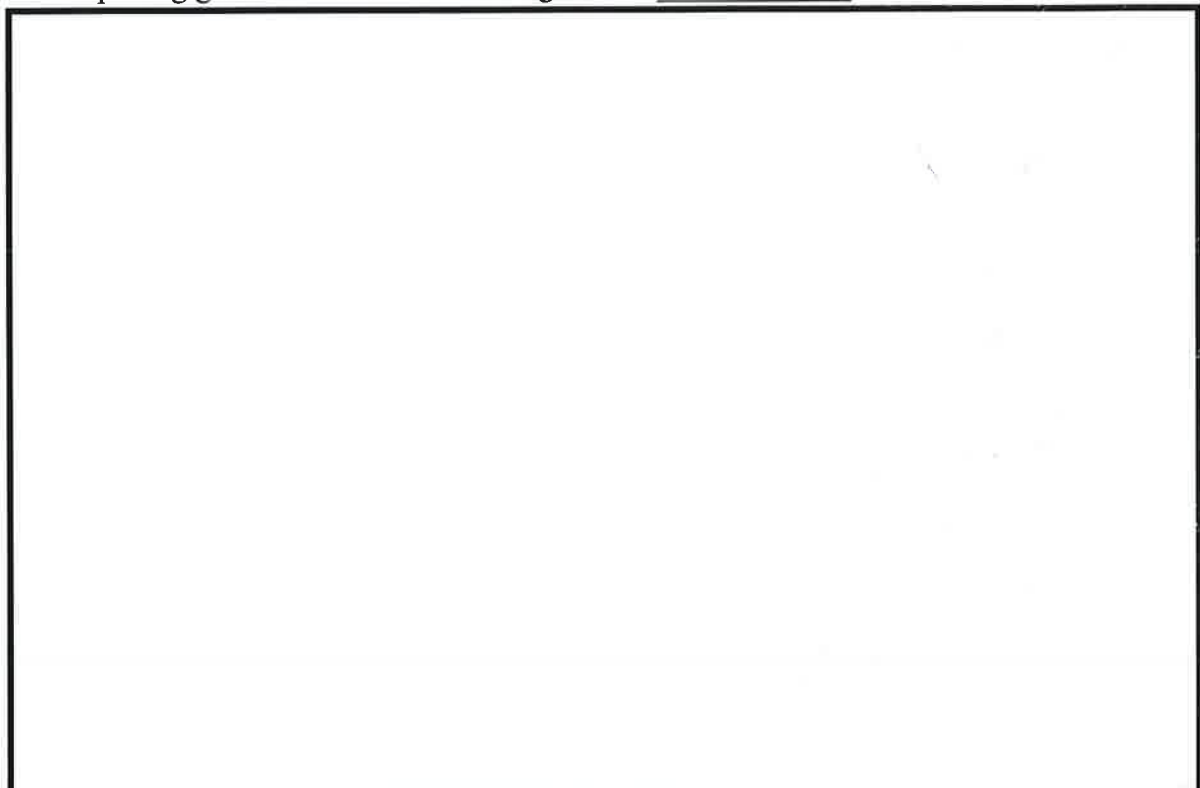


PHOTO # 2 DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ AM/PM TAKEN BY: BF #21

EXHIBIT NO. D4

PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 1 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF # 21

Depicting active grading and clearing on south side of hill \_\_\_\_\_



PHOTO # 2 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF #21

Facing south; depicting graded/cleared hillside \_\_\_\_\_

EXHIBIT NO. DS



PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 3 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF #21

Depicting stockpiled dirt and cleared vegetation at bottom of graded hill \_\_\_\_\_



PHOTO # 4 DATE: 7/03/07 TIME: 0930 AM TAKEN BY: BF #21

Depicting un-compacted dirt on hillside \_\_\_\_\_

EXHIBIT NO. DU



PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 5 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF # 21

Depicting clearing and cut on top of hill \_\_\_\_\_



PHOTO # 6 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF #21

Depicting cleared swath heading back down southeast side of hill \_\_\_\_\_

EXHIBIT NO. D7



PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 7 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF #21

Top of hill; depicting cut and subsequent fill \_\_\_\_\_



PHOTO # 8 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF #21

Depicting cuts into hillside and subsequent fill \_\_\_\_\_

EXHIBIT NO. D8



PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 9 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF # 21

Depicting fill from a cut on top of hill \_\_\_\_\_



PHOTO # 10 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF #21

Stockpiled fill dirt from cuts into the hillside \_\_\_\_\_

EXHIBIT NO. D9



PHOTOGRAPHIC EVIDENCE CASE NO. CV07-5494



PHOTO # 11 DATE: 07/03/07 TIME: 0930 AM TAKEN BY: BF #21

Disturbed area on east side of hill



PHOTO # 12 DATE: 7/03/07 TIME: 0930 AM TAKEN BY: BF #21

Depicting bulldozer used for un-permitted grading/clearing

EXHIBIT NO. Do



COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DIVISION

NOTICE OF VIOLATION

CASE NO.: TBA APN 382-400-006

THE PROPERTY AT 18800 BLK GRAND AVE LAKE ELSHORE  
WAS INSPECTED AT 8:30 am ON 7-3-07  
BY FARLOW #21

(Name of Inspector or Investigator/ Badge No.)

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

CODE RCC 15 SECTION 15.12  
(GRADING WITHOUT PERMIT)

YOU ARE DIRECTED TO COMPLY WITH THIS NOTICE BY

PROVIDE COMPLETE REMEDIATION AND  
RESTORATION OF PROPERTY AFFECTED BY  
UN-PERMITTED GRADING.

IMMEDIATELY. A FOLLOW-UP INVESTIGATION WILL BE CONDUCTED  
ON OR ABOUT 8-3-07. FAILURE TO COMPLY BY THIS DATE  
COULD RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE  
CITATION, AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR  
THE ABATEMENT AND ENFORCEMENT COSTS.

PENALTY FOR FAILURE TO COMPLY

A FINE MAY BE ASSESSED AT THE RATE OF:

\$100 FOR EACH VIOLATION ON THE FIRST OFFENSE

\$200 FOR EACH VIOLATION ON THE SECOND OFFENSE

\$500 FOR EACH VIOLATION ON THE THIRD OFFENSE

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 BUILDING & SAFETY WITHIN TEN (10) DAYS OF  
SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION  
C. OF RIVERSIDE COUNTY CODE 1.16.080

B-R #21

SIGNATURE - INSPECTOR OR INVESTIGATOR

OFFICE LOCATIONS: (See Reverse Side)

RECEIVED BY:

POSTED 1230 HRS DATE: 7-3-07

EXHIBIT NO. E

**COUNTY OF RIVERSIDE**  
Code Enforcement Department

**AFFIDAVIT OF POSTING OF NOTICES**

**Case No.: CV07-5494**

**I, Brett Farlow, the undersigned, hereby declare:**

1. I am employed by the Riverside County Department of Code Enforcement; that my business address is:

County of Riverside  
Code Enforcement Department  
117 S. Langstaff  
Lake Elsinore, Ca. 92530

2. That on July 3, 2007 at 1200 PM, I securely and conspicuously posted a Citation A15816 (RCC15.12 Grading Without Permit), Notice of Violation RCC 15.12, and Stop-Work Order at the property described as:

**Property Address: 18800 Block Grand Avenue, Lake Elsinore, CA 92530**  
**Assessor's Parcel Number: 382-400-006**

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

Executed on July 5, 2007 at Lake Elsinore, California.

**CODE ENFORCEMENT DEPARTMENT**

By:   
**Brett Farlow**  
**Code Enforcement Officer**

**EXHIBIT NO. E2**



COUNTY OF RIVERSIDE  
DEPARTMENT OF BUILDING AND SAFETY  
ENFORCEMENT DIVISION

ADMINISTRATIVE CITATION NO. **A15816**

DATE <b>7-3-07</b>	TIME <b>1230</b>	AM PM <b>AM</b>	DAY OF THE WEEK <b>(4075494) TUES</b>
NAME: (FIRST, MIDDLE, LAST) <b>MARK HOENIG</b>		DOB:	
ADDRESS		CITY	STATE ZIP
LOCATION OF VIOLATION: <b>APN: 382-400-006</b>		DISTRICT <b>1</b>	
<input type="checkbox"/> BUSINESS OWNER <input type="checkbox"/> TENANT		<input checked="" type="checkbox"/> PROPERTY OWNER <input type="checkbox"/> CONTRACTOR	
The following conditions exist on the property listed above:		PENALTY AMOUNT	
RIVERSIDE COUNTY CODE VIOLATION		1ST PENALTY \$100.00	2ND PENALTY \$200.00
RCC Title 17 Sec. _____	UNPERMITTED LANDUSE.		
RCC Title 17 Sec. _____	EXCESSIVE OUTSIDE STORAGE.		
RCC Title 17 Sec. _____	EXCESSIVE ANIMALS.		
RCC Title 15 Sec. _____	CONSTRUCTION W/O A PERMIT.		
RCC Title 15 Sec. _____	MOBILE HOME INSTALL W/O A PERMIT.		
RCC Title 15 Sec. <b>12</b>	GRADING W/O A PERMIT.	<b>X</b>	
RCC Title Sec. _____			
RCC Title Sec. _____			
<b>{ GRADING &amp; EXCESS OF 50 CUBIC YARDS }</b>		TOTAL PENALTY <b>\$ 100.00</b>	
NAME OF CITING OFFICER <b>PARLOW</b>		BADGE NO. <b>21</b>	

**PAYMENT INFORMATION:** Payment of penalty must be made within twenty (20) days by mail. Make your check or money order payable to: COUNTY OF RIVERSIDE, DEPARTMENT OF BUILDING AND SAFETY. **DO NOT SEND CASH.** Please write the citation number on your check or money order. Penalty and bank charges will be assessed for checks returned, "not honored" by your bank. Mail in the attached envelope to:

COUNTY OF RIVERSIDE  
DEPARTMENT OF BUILDING AND SAFETY  
P.O. Box 7275  
Newport Beach, CA 92658-7275

To pay this citation electronically, please go to: [www.citationinfo.com](http://www.citationinfo.com)

**SEE REVERSE SIDE** for information concerning your rights to appeal this citation and the consequences of failing to pay the administrative penalty.

I HEREBY ACKNOWLEDGE RECEIPT OF THIS CITATION.	
Signature X <b>POSTED</b>	<input checked="" type="checkbox"/> Posted

Distribution: PROCESSING COMPANY--White; OFFICER--Green; DEFENDANT--Yellow

EXHIBIT NO. **E3**

**PROOF OF SERVICE BY MAIL**

**Case No. CV07-5494**

I, the undersigned, say 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 117 S Langstaff, Lake Elsinore, CA 92530.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on the 19 of JULY, 2007, I served a copy of the papers to which this proof of service is attached, entitled:

**ADMINISTRATIVE CITATION – CITATION # A15816,**

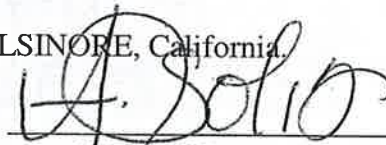
by depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

**LAWS LUNCH & DINNER INC.  
9640 INDIANA AVENUE  
RIVERSIDE, CA 92503**

The envelope was sealed and placed for collection and mailing at LAKE ELSINORE, CALIFORNIA, on the same date following the ordinary business practices.

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

Executed this 19 of JULY, 2007 at LAKE ELSINORE, California.



ANGIE SOLIS, CODE ENFORCEMENT AIDE

Article Number: 7006-2760-0005-1755-9635

**EXHIBIT NO.**

64

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	

Postmark  
Here

LAWS LUNCH & DINNER INC.  
9640 INDIANA AVENUE  
RIVERSIDE, CA 92503  
CV07-5494

PS Form 3800, August 2006

See Reverse for Instructions

County of Riverside  
Code Enforcement Department  
117 S. Langstaff  
Lake Elsinore, CA 92530

**CERTIFIED MAIL™**



7006 2760 0005 1755 9635



UNITED STATES POSTAGE  
02 1M  
0004234315  
MAILED FROM ZIP CODE 92  
\$05.2  
JUL 20 2

LAWS LUNCH & DINNER INC.  
9640 INDIANA AVENUE  
RIVERSIDE, CA 92503  
CV NIXIE

923 5A 1

30 08/31/07

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 92530371917

\*0704-00695-20-39

EXHIBIT NO.

E5





JAY E. ORR  
DIRECTOR

CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

4080 LEMON STREET, 12TH FLOOR  
RIVERSIDE, CALIFORNIA 92501  
(951) 955-2004 • FAX (951) 955-2023

MICHAEL O'CONNOR  
DEPUTY DIRECTOR

BRIAN BLACK  
STEVE BLOOMQUIST  
JIM MONROE  
DIVISION MANAGERS

## NOTICE OF VIOLATION

AUGUST 3, 2007

SEE ATTACHED NOTICE LIST

RE: Case No. CV07-5494

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 1 PARCEL SOUTH OF 18813 GRAND AVENUE, LAKE ELSINORE, CA Assessor's Parcel Number 382-400-006, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

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

1. PROVIDING COMPLETE RESTORATION AND REMEDIATION OF THE PROPERTY AFFECTED BY THE UNAPPROVED GRADING.

**YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN SEPTEMBER 3, 2007**. FAILURE TO COMPLY WILL RESULT IN A CRIMINAL, ADMINISTRATIVE OR CIVIL ACTION BEING BROUGHT AGAINST YOU, INCLUDING PENALTIES, RESTORATION OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/OR LIEN AGAINST THE PROPERTY.

**NOTICE IS HEREBY GIVEN** that Ordinance 457.96 Section 11, 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.

**FURTHER NOTICE IS HEREBY GIVEN** that a Notice of Non-Compliance will be recorded against the affected property.

**FURTHER NOTICE IS HEREBY GIVEN** that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109 PER HOUR as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.

  
Brett Farlow, Code Enforcement Officer

**PROOF OF SERVICE BY MAIL**

**Case No. CV07-5494**

I, the undersigned, say 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 117 S Langstaff, Lake Elsinore, CA 92530.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on the 3 of AUGUST, 2007, I served a copy of the papers to which this proof of service is attached, entitled:

**NOTICE OF VIOLATION – GRADING WITHOUT PERMIT, RCC 15.12.**

by depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

**SEE ATTACHED NOTICE LIST**

The envelope was sealed and placed for collection and mailing at LAKE ELSINORE, CALIFORNIA, on the same date following the ordinary business practices.

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

Executed this 3 of AUGUST, 2007 at LAKE ELSINORE, California.

  
ANGIE SOLIS, CODE ENFORCEMENT AIDE

Article Number: 7006-2760-0005-1755-9987  
7006-2760-0005-1755-9994  
7006-2760-0005-1756-0006  
7006-2760-0005-1755-7518  
7006-2760-0005-1755-7525  
7006-2760-0005-1755-7532  
7006-2760-0005-1755-7549  
7006-2760-0005-1755-7556

**EXHIBIT NO.**

52



**COUNTY OF RIVERSIDE**  
**CODE ENFORCEMENT DEPARTMENT**  
TRANSPORTATION AND LAND MANAGEMENT AGENCY

**JAY E. ORR**  
Director

**MICHAEL O'CONNOR**  
Deputy Director

---

**NOTICE LIST / INTERESTED PARTIES**

AUGUST 3, 2007

**RE: Case No.:** CV07-5494

**APN No.:** 382-400-006

**Address:** 1 PARCEL SOUTH OF 18813 GRAND AVENUE, LAKE ELSINORE, CA

1. LAWS LUNCH AND DINNER, INC.  
9640 INDIANA AVENUE  
RIVERSIDE, CA 92503
2. VIRGINIA C. LAWRENCE  
33171 STONEMAN  
LAKE ELSINORE, CA 92530
3. MARK S. HOEING AND MARY ANN HOEING  
28510 RED GUM DRIVE  
LAKE ELSINORE, CA 92530
4. ESCROW CHALET, INC.  
AS TRUSTEE  
350-A RAILROAD CANYON ROAD  
LAKE ELSINORE, CA 92532
5. VIRGINIA LAWRENCE, TRUSTEE  
33171 STONEMAN  
LAKE ELSINORE, CA 92532
6. MARK S. HOEING & MARY ANN HOEING  
C/O MARK AND MARY HOEING  
29510 RED GUM DRIVE  
LAKE ELSINORE, CA 92532

**COUNTY OF RIVERSIDE**  
**CODE ENFORCEMENT DEPARTMENT**  
TRANSPORTATION AND LAND MANAGEMENT AGENCY

**JAY E. ORR**  
Director

**MICHAEL O'CONNOR**  
Deputy Director

---

7. LAWS LUNCH AND DINNER, INC  
18815 GRAND AVENUE  
LAKE ELSINORE, CA 92530
8. S.B.S TRUST DEED NETWORK  
PO BOX 2709  
7411 LARGE CIRCLE  
HUNTINGTON BEACH, CA 92647

7006 2760 0005 1755 9987

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> 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)	

Postmark  
Here

LAWS LUNCH AND DINNER, INC.  
9640 INDIANA AVENUE  
RIVERSIDE, CA 92503  
CV07-5494 B.FARLOW

PS Form 3800, August 2006

See Reverse for Instructions

7006 2760 0005 1755 9994

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> 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)	

Postmark  
Here

VIRGINIA C. LAWRENCE  
33171 STONEMAN  
LAKE ELSINORE, CA 92530  
CV07-5494 B.FARLOW

PS Form 3800, August 2006

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:

LAWS LUNCH AND DINNER, INC.  
9640 INDIANA AVENUE  
RIVERSIDE, CA 92503  
CV07-5494 B.FARLOW

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature <i>x Mike Hawk</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) <i>Mike Hawk</i>	C. Date of Delivery <i>8/6/07</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes if YES, enter delivery address below: <input type="checkbox"/> No	

Express Mail  
Return Receipt for Merchandise

<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number  
(Transfer from service label) 7006 2760 0005 1755 9987

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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1. Article Addressed to:

VIRGINIA C. LAWRENCE  
33171 STONEMAN  
LAKE ELSINORE, CA 92530  
CV07-5494 B.FARLOW

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A. Signature <i>x V. Lawrence</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
delivery address below: ☐ No

Express Mail  
Return Receipt for Merchandise

<input type="checkbox"/> Registered	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number  
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MARK S. HOEING AND MARY ANN HOEING  
 28510 RED GUM DRIVE  
 LAKE ELSINORE, CA 92530  
 CV07-5494 B.FARLOW

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ESCROW CHALET, INC.  
 AS TRUSTEE  
 350-A RAILROAD CANYON ROAD  
 LAKE ELSINORE, CA 92532  
 CV07-5494 B.FARLOW

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1. Article Addressed to:

ESCROW CHALET, INC.  
 AS TRUSTEE  
 350-A RAILROAD CANYON ROAD  
 LAKE ELSINORE, CA 92532  
 CV07-5494 B.FARLOW

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature <i>Patricia Hoan</i>	<input checked="" type="checkbox"/>
B. Received by (Printed Name) <i>Patricia Hoan</i>	<input checked="" type="checkbox"/>
C. Date <i>8-</i>	<input type="checkbox"/>
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/>

<input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Yes	<input type="checkbox"/>

2. Article Number

(Transfer from service label)

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1. Article Addressed to:

MARK S. HOEING AND MARY ANN HOEING  
 28510 RED GUM DRIVE  
 LAKE ELSINORE, CA 92530  
 CV07-5494 B.FARLOW

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature <i>Mark Hoeing</i>	<input checked="" type="checkbox"/>
B. Received by (Printed Name) <i>Mark Hoeing</i>	<input checked="" type="checkbox"/>
C. Date of Delivery	<input type="checkbox"/>
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/>

<input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Yes	<input type="checkbox"/>

2. Article Number

(Transfer from service label)

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VIRGINIA LAWRENCE, TRUSTEE  
 33171 STONEMAN  
 LAKE ELSINORE, CA 92532  
 CV07-5494 B.FARLOW

PS Form 3800, August 2006

See Reverse for Instructions

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Restricted Delivery Fee (Endorsement Required)	

MARK S. HOEING & MARY ANN HOEING  
 C/O MARK AND MARY HOEING  
 29510 RED GUM DRIVE  
 LAKE ELSINORE, CA 92532  
 CV07-5494 B.FARLOW

2552 552T 5000 0922 9002

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1. Article Addressed to:

VIRGINIA LAWRENCE, TRUSTEE  
 33171 STONEMAN  
 LAKE ELSINORE, CA 92532  
 CV07-5494 B.FARLOW

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

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. Type of Mail ☐ Registered Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. ☐ Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number (Transfer from service lab) 7006 2760 0005 1755 7525

PS Form 3811, February 2004

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARK S. HOEING & MARY ANN HOEING  
 C/O MARK AND MARY HOEING  
 29510 RED GUM DRIVE  
 LAKE ELSINORE, CA 92532  
 CV07-5494 B.FARLOW

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*[Signature]*

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. Type of Mail ☐ Registered Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. ☐ Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number (Transfer from service lab) 7006 2760 0005 1755 7532

PS Form 3811, February 2004

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EXHIBIT NO.

12

6452 5521 5000 0922 9002

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LAWS LUNCH AND DINNER, INC  
18815 GRAND AVENUE  
LAKE ELSINORE, CA 92530  
CV07-5494 B.FARLOW

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1. Article Addressed to:

LAWS LUNCH AND DINNER, INC  
18815 GRAND AVENUE  
LAKE ELSINORE, CA 92530  
CV07-5494 B.FARLOW

**COMPLETE THIS SECTION ON DELIVERY**

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B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
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☐ Yes

2. Article Number

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EXHIBIT NO.

E13

County of Riverside  
Building & Safety Department  
Code Enforcement  
117 S. Langstaff  
Lake Elsinore, CA 92530

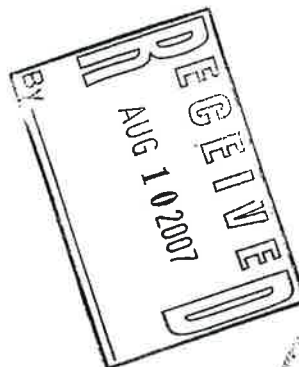
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S.B.S TRUST DEED NETWORK  
PO BOX 2709  
7411 LARGE CIRCLE

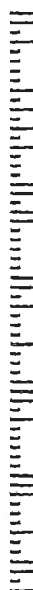
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S.B.S TRUST DEED NETWORK PO BOX 2709 7411 LARGE CIRCLE HUNTINGTON BEACH, CA 92647 CV07-5494 B.FARLOW	
PS Form 3800, August 2006 See Reverse for Instructions	

9552 5521 5000 0922 9002

EXHIBIT NO.

*W*





*Carolyn Syms Luna*  
Director

**COUNTY OF RIVERSIDE**  
*TRANSPORTATION AND LAND MANAGEMENT AGENCY*  
**Environmental Programs Department**

December 21, 2007

Mr. William Bohacek  
9640 Indiana Ave  
Riverside, CA 92504

Dear Mr. Bohacek:

**RE: BHR070312**  
**Assessor Parcel Number: 382-400-006**

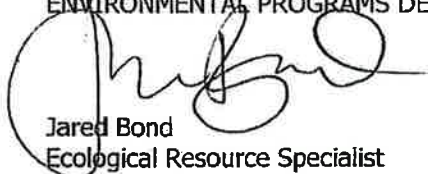
The purpose of this letter is to outline all biological requirements as part of the restoration plan for the above mentioned parcel. The site was visited by the Environmental Programs Department (EPD) staff on Wednesday, November 28, 2007. The EPD investigation is now complete. The specific requirements for biological restoration for this site are as follows:

- EPD requires that a Restoration Plan be prepared by a qualified biologist currently holding an MOU with the County. The Restoration Plan must follow the attached Draft EPD Biological Restoration Guidelines and must be submitted to EPD for review and approval.
- If any revegetation, stabilization, or erosion control measures are required, only seed mixes containing all native species shall be applied. Hand planting or the use of container stock shall also be limited to native species only.

Should you have questions, please contact the Environmental Programs Department at (951) 955-6892.

Sincerely,

ENVIRONMENTAL PROGRAMS DEPARTMENT



Jared Bond  
Ecological Resource Specialist

xc: Steve Dondalski, Building & Safety - Grading Division  
Hector Viray, Code Enforcement



*Carolyn Syms Luna*  
Director

**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND LAND MANAGEMENT AGENCY**  
**Environmental Programs Department**

**Biological Restoration Plan Guidelines**

**Introduction**

A biological restoration plan may be required in order to return a site to a natural state which would have occurred prior to any ground disturbance. The natural state of the property is considered the biological resources habitat function and values that existed prior to any human activities changing the landscape. Ground disturbance may have been through inappropriate means or as a result of temporary legal disturbances. The ultimate habitat restoration will be implemented and monitored in accordance with this approved plan.

A biological restoration plan must be prepared by a qualified biologist who has a Memorandum of Understanding on file with the Environmental Programs Department. If the restoration plan is being developed in response to the illegal disturbance of land, the EPD will need to perform a site assessment to determine the nature and extent of any restoration needed. Restoration required may include revegetation of the site with the same species of plants or those that serve the biological resource values as close as possible to those of the vegetation which existed onsite prior to the ground disturbance activities. Prior to preparing the restoration plan, the qualified biologist should initiate a scoping session with EPD staff to determine the level of site restoration needed and to receive other pertinent guidance.

The minimum following elements should be included in the restoration plan. Site specific conditions may require alternatives to be included which are not discussed herein.

**Site Description**

- Location: site location and vicinity maps, USGS quad, identify APN, Township and Range, streets, and community area
- Topography: Drainage, relief, site elevation, soil type descriptions, and mapping prior to disturbance
- Size of property and area disturbed requiring restoration
- Pre-existing onsite and adjacent offsite vegetation types and any wildlife observed in the vicinity and associated habitat functions and values
- Sensitive species known to occur in the area
- Unique features: riverine/ riparian, vernal pools, springs, rock outcrops, etc.
- Review of historical record information and documentation: previous biological reports, aerial photographs, CNDDB records, USCS Soil Maps

**Purpose and Goals of the Restoration Plan**

- Describe rationale for preparation of the Restoration Plan
- Identify goals and objectives to be achieved, including, but not limited to, success criteria and contingency alternatives
- Prepare a Conceptual Site Plan of the proposed completed Restoration and Revegetation Plan

**Restoration Project Impacts**

- A description of restoration project impacts, both permanent and temporary as applicable (tabular format is acceptable for quantitative impacts).
- Discussion of mitigation needs (mitigation site acreage onsite and offsite, if needed; habitat types, and proposed enhancements) as applicable.

**Agency Concerns and Requirements**

- Include a discussion of any pertinent permit conditions and requirements associated with the restoration project from any other governmental agency. Include as an appendix, a copy of requirements or concerns of other agencies, such as U.S. Fish and Wildlife, State Fish and Game, Army Corps of Engineers, etc.

**Revegetation Design Concept**

- Summarize the general design approach (concept) of the revegetation project.

**Mitigation Monitoring Plan**

- Provide a Mitigation Monitoring Plan which includes an implementation schedule and identifying responsibilities of key players

**Restoration Project Responsibility**

- Describe the responsibilities of the project owner.
- Describe the responsibilities and qualification of the project designer, the installation contractor, and the maintenance contractor.
- Cost Estimate for all work, including the planting and monitoring – Financial Sureties

**Establishment of Reference Site**

- Establish reference site of adequate size to be used to determine project success criteria. Show location of the reference site on a project site map. The site shall be within 500 feet of the proposed restoration site (if feasible), and should be of similar slope and aspect as the proposed restoration site.

**Additional Requirements**

- Flag the site in the field so that a County representative can review the site at the time of Restoration Plan submittal.
- Provide the results of a biological survey of the reference site to determine percent cover by native species, percent cover by weeks, species diversity, and any other information relevant to establishing success criteria for the proposed restoration project.



JAY E. ORR  
DIRECTOR

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

4080 LEMON STREET, 12TH FLOOR  
RIVERSIDE, CALIFORNIA 92501  
(951) 955-2004 • FAX (951) 955-8680

JOHN BOYD  
DEPUTY DIRECTOR

BRIAN BLACK  
STEVE BLOOMQUIST  
NEIL LINGLE  
JAMES P. MONROE  
DIVISION MANAGERS

January 4, 2008

Mr. Michael Rawls  
1413 Irving Street  
Riverside, CA 92504

Mr. William Bohacek  
9640 Indiana Ave.  
Riverside, CA 92504

RE: Case No.: CV07-5494  
Assessment No.: BHR070312  
Located at: Kores/Grand/Bodkin/Rome Hills, Lake Elsinore

Dear Gentlemen:

You were notified that property owned or controlled by you at : Kores/Grand/Bodkin/Rome Hills, Lake Elsinore, California, Assessor's Parcel Number 382-400-006, was in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval from Riverside County Department of Building and Safety.

Subsequent to this Notice, a field inspection was conducted on the referenced site by the Department of Building and Safety and the Environmental Programs Department. The inspection was performed to determine what action(s) are required to bring the property into compliance with County Ordinance. Separate detailed letters from the Department of Building and Safety and the Environmental Programs Department are attached, specifying the remedial action(s) that are necessary from the Grading and Biological point of view.

You must comply with these required actions on or before the expiration of you Assessment Permit No. BHR070320. Failure to comply will result in criminal, administrative, or civil action brought against you including penalties, restoration, or remediation of the unapproved grading by the County, and all cost incurred by the County may be imposed as a Special Assessment and/or lien against the property.

Your immediate attention and cooperation is greatly appreciated.

Respectfully,

CODE ENFORCEMENT DEPARTMENT

Hector Viray, Senior Code Enforcement Officer

Attachments: Building and Safety Department Letter – January 4, 2008  
Environmental Programs Department Letter – December 21, 2007

EXHIBIT NO. E1



**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

**Building and Safety Department**



*Nick J. Anderson*  
*Director*

January 4, 2008

Mr. Michael Rawls  
1413 Irving Street  
Riverside, CA 92504

Mr. William Bohacek  
9640 Indiana Ave.  
Riverside, CA 92504

Re: Site Assessment- BHR070312  
Legal Description: T6S,R4W Section 29  
Located at: Kores/Grand/Bodkin/Rome Hills, Lake Elsinore

Gentlemen,

A field inspection of the illegal grading that occurred on the referenced site has been conducted by this Department. In order to bring the grading into compliance with County Ordinance the following is required to be developed and implemented.

1. Provide an Earthwork Restoration Plan which addresses the following areas of concern complete with appropriate details prepared by a registered civil engineer. The Earthwork Restoration Plan shall be submitted directly to this Department for Grading Plan-check. The areas of concern are as follows.
  - The overall drainage of the site and how the historic drainage pattern will be maintained in order to minimize its impact on adjacent properties and the road system.
  - An estimate of the amount of cut and fill previously conducted. The Earthwork Restoration plan shall also contain an estimate of the amount of earthwork necessary in order to restore the site to its historic condition. Include all issues typically associated with the development of a grading plan. See County Standard 284-86 (attached) and refer to Minimum Requirements of the Grading Plan on the back of the sheet. Standard 284-21 (attached) lists the general notes that are required to be included on the Earthwork Restoration Plan.
  - Unacceptable material (lumber and other related construction debris) shall be removed from the site and disposed of at an approved waste facility.
  - Please be advised that an Earthwork Restoration Improvement Security which is based on the earthwork quantity shown on the plan is a requirement prior to issuance of an earthwork restoration permit.
  - If more than one acre has or will be disturbed, a Notice of Intent (NOI) must be filed with the Regional Water Quality Control Board (RWQCB) for compliance with the National Pollutant Discharge Elimination System (NPDES) prior to the issuance of an Earthwork Restoration Permit.

The BHR permit obtained for of the illegal grading on the site shall be finalized upon the selection and installation of the remedial grading actions required in the earthwork restoration plan detailed above. In order to expedite resolution of this matter, this Department requests the timely submittal of the requested information. The Environmental Programs Department planting requirements detailed in the accompanying letter shall be accomplished in conjunction with the grading issues detailed above in order to provide an acceptable, well stabilized finished project.

Sincerely,

TRANSPORTATION AND LAND MANAGEMENT AGENCY  
TONY CARSTENS, AGENCY DIRECTOR

DEPARTMENT OF BUILDING AND SAFETY



Steven L. Dondalski  
Agency Program Administrator, CPESC

cc: Environmental Programs Department  
Code Enforcement Department: CV07-5494

Attachments- County Standard 284-86 and -21





**COUNTY OF RIVERSIDE**  
*Transportation and Land Management Agency*  
**DEPARTMENT OF BUILDING AND SAFETY**



## **Grading Permits**

*Nick Anderson*  
*Director*

### **A GRADING PERMIT IS REQUIRED IF:**

A grading permit is required when at least 50 cubic yards (an area approx. 26' wide by 26' long by 2' deep) of earth is cut, filled or imported on a site or if fills are proposed to be more than one foot deep. A method for estimating 50 cubic yards is to visualize 5 cement trucks filled with dirt (each holding about 10 cubic yards) all dumping their contents into one large pile.

### **A GRADING PERMIT IS NOT REQUIRED FOR:**

Only a few exceptions will exempt a project from obtaining a grading permit. A grading permit is not required for grading done in connection with the raising of crops or animals, exclusively for agricultural purposes. Buildings or structures that require a building permit, however, are not exempted from a grading permit. The agricultural grader is required to fill out an "Agricultural Grading/ Clearing Registration Form" (form 284-300) available from the Office of the Agricultural Commissioner prior to any agricultural grading taking place.

Other exemptions are outlined in the County of Riverside's Ordinance 457 and in Appendix Chapter 33 of the Uniform Building Code.

### **ENVIRONMENTAL ASSESSMENT REQUIREMENTS:**

If a major alteration of land is proposed, and the project does not have an approved and current environmental assessment, one may be required in accordance with the California Environmental Quality Act of 1970 and any revisions to it. The determination of such will be made by the County of Riverside Planning Department. Please contact the Planning Department for current requirements.

### **FLOOD MANAGEMENT REQUIREMENTS:**

Flood Management review may be required if the property is located in a 100 year flood zone per any flood map adopted by the County of Riverside's Board of Supervisors. Please see form 284-116 "Construction in Floodplains (Ordinance 458)". It is highly recommended that at the beginning stages of the planning process for development, the developer, engineer, or property owner, access the County's Geographic Information System (G.I.S.) via the Assessors Parcel Number for the site under consideration, in order to verify the flooding potential.

### **FEES:**

Permit fees will be based on values in the current Tables 3G and 3H of Ordinance 457. Grading plan review and permit fees are on a deposit based system. Please visit our website or contact the Grading Division for an estimate of plan review and permit fees. <http://www.tlma.co.riverside.ca.us/building/grading.html>



## **PROCEDURE TO OBTAIN A GRADING PERMIT:**

To obtain a grading permit, a grading plan must be submitted for review and approval. Grading plans indicating a combination of less than 200 cubic yards of cut or fill, may be prepared by the applicant on standard plan sheets (24"x 36") with a scale of 1 inch = 20 feet, providing that the "Minimum Requirements of the Grading Plan" shown on this handout are met. Grading plans indicating larger quantities must be prepared by a registered Civil Engineer and may require additional information. Please refer to the minimum requirements outlined on this handout and the handout entitled "Grading Plan Check Minimum Submittal Requirements"(form 284- ) for more detailed information about obtaining a grading permit.

## **THE MINIMUM REQUIREMENTS OF THE GRADING PLAN ARE:**

1. Use 24" x 36" standard sheets for plans.
2. Provide legal description of property, include tract number, parcel map number etc. and street address and assessor's parcel number when applicable.
3. Provide name, address and telephone number of owner and engineer/preparer of the plan.
4. Show distance and bearing, or curve data on all property lines.
5. Show scale, north arrow, vicinity map and benchmark.
6. Show the estimated earthwork quantities.
7. Submit copies of the hydrology and hydraulic calculations. Topography should be identified as a field survey, or as Riverside County Flood Control Topography or another acceptable source.
8. Show proposed contours, grades and elevations. Show details of proposed cut and fill slopes. Provide slope ratio and label top and toe of slope. Show slope setbacks from property lines.
9. Show clearly the location of any buildings or structures on the property where the work is to be performed. Show also the location of any buildings or structures that are within 15 feet of the property or that may be affected by the proposed grading operations.
10. Show pad elevation and finished floor elevation.
11. Show the details of all surface and subsurface drainage facilities, retaining walls, and other protective devices to be constructed as part of the plan.
12. Show lot drainage with arrows (provide adequate spot elevations).
13. Where off-site grading is proposed, submit a letter from the adjacent property owner(s) indicating concurrence with the proposed grading.
14. Show the location of daylight line(s) (transition lines between cut and fill areas) making them continuous and obvious.
15. Show any proposed details of keying and benching of fill materials.
16. Show applicable grading notes outlined on County form 284-21.

## **COMPLETION OF THE GRADING PROJECT:**

Upon the completion of a grading operation, the applicant shall submit a soils report containing substantiating data from the Soils Engineer for the certification of the project. A letter of certification by a Registered Civil Engineer may also be required. In cases where specific flood control recommendations are made, certification of the building pad or finished floor elevation must be prepared by a Registered Civil Engineer or Licensed Land Surveyor, and be submitted to the Grading Division and The Flood Control District prior to a grading final. County inspection of the grading project will also be required.

Please see form 284-022 "Prerequisite for Obtaining a Building Permit" and form 284- and "Prerequisite for Obtaining Grading Clearance for a Building Final Inspection" for more detailed information.

**DEPARTMENT OF BUILDING AND SAFETY  
COUNTY OF RIVERSIDE  
GRADING NOTES**

**GENERAL**

1. All grading shall conform to the Uniform Building Code Appendix Chap. 33 as amended by Ord. 457.
2. All property corners shall be clearly delineated in the field prior to commencement of any construction/grading.
3. All work under this grading permit shall be limited to work within the property lines. All work within the road Right-of-Way will require separate plans and a separate review/approval (permit) from the Transportation Department.
4. All grading more than 5000 CY shall be done under the supervision of a soils engineer in conformance with recommendations of the preliminary soils investigation by \_\_\_\_\_ dated \_\_\_\_\_. Two sets of the final compaction report shall be submitted to the Building and Safety Department and shall include: foundation design recommendations and certification that grading has been completed in conformance with the recommendations of the site investigation report.
5. The contractor shall notify the Building and Safety Department at least 24 hours in advance to request finish lot grade and drainage inspection. This inspection must be approved prior to building permit final inspection for each lot.
6. The contractor shall notify Underground Service Alert, two days before digging at 1-800-422-4133.

**CUT / FILL**

7. Maximum cut and fill slope = 2:1.
8. No fill shall be placed on existing ground until the ground has been cleared of weeds, debris, topsoil and other deleterious material. Fills should be placed in thin lifts (8-inch max or as recommended in soils report), compacted and tested as grading process until final grades are attained. All fills on slopes steeper than 5 to 1 (H/V) and a height greater than 5 feet shall be keyed and benched into firm natural soil for full support. The bench under the toe must be 10 feet wide min.
9. The slope stability for cut and fill slopes over 30' in vertical height, or slopes steeper than 2:1 have been verified with a factor of safety of at least 1.5.
10. No rock or similar irreducible material with a maximum dimension greater than 12 inches shall be buried or placed in fills closer than 10 feet to the finished grade.
11. A final compaction report shall be submitted for all fills over 1' deep.

**DRAINAGE and EROSION/ DUST CONTROL**

12. Provide a slope interceptor drain along the top of cut slopes where the drainage path is greater than 40 feet towards the cut slope.
13. Provide 5' wide by 1' high berm along the top of all fill slopes steeper than 3:1.
14. Minimum building pad drainage gradient shall be = 1% if cut or fill is less than 10', 2% if cut or fill is greater than 10'. Drainage swales shall be a minimum of 0.2' deep and be constructed a minimum of 2' from the top of cut or fill slopes with a minimum gradient of 1%.
15. No obstruction of natural water courses shall be permitted.
16. During rough grading operations and prior to construction of permanent drainage structures, temporary drainage control (Best Management Practices, BMPs) shall be provided to prevent ponding water and damage to adjacent properties.
17. Dust shall be controlled by watering or other approved methods.
18. All existing drainage courses on the project site must continue to function. Protective measures and temporary drainage provisions must be used to protect adjoining properties during grading operations.
19. Finish grade shall be sloped away from all exterior walls at not less than 1/4" per foot for a minimum of 3'.
20. For slopes 3 to 1 (H/V) or steeper:  
All slopes equal to or greater than 3' in vertical height, are required to be planted with grass or rosea ice plant (or equal) ground cover at a maximum spacing of 12" on center. Slopes exceeding 15' in vertical height shall be planted with approved shrubs not to exceed 10' on center, or trees spaced not to exceed 20' on center or shrubs not to exceed 10', or a combination of shrubs and trees not to exceed 15' in addition to the grass or ground cover. Slopes that require planting shall be provided with an in-ground irrigation system equipped with an appropriate backflow device per U.P.C., Chapter 10. The slope planting and irrigation system shall be installed prior to precise grading final.

**COMPLETION OF WORK**

21. A registered Civil Engineer shall submit to the Building and Safety Department written certification of completion of grading in accordance with the approved grading plan prior to requesting inspection and issuance of the building permit. Certification shall include line, grade, surface drainage, elevation, and location of permitted grading on the lot.

## **NPDES : When Disturbing More Than One Acre**

1. Construction site Best Management Practices (BMPs) for the management of storm water and non-stormwater discharges shall be documented on the grading plan which thereby becomes the site Storm Water Pollution Prevention Plan (SWPPP). Arrangements shall be made by the developer to retain the SWPPP on the jobsite throughout the time of construction. The implementation and maintenance of site BMPs is required to minimize jobsite erosion and sedimentation. Certain BMPs may be required to remain in place throughout the year to minimize erosion and sedimentation.
2. Erosion control BMPs shall be implemented and maintained to minimize the entrainment of soil in runoff from disturbed soil areas on construction sites.
3. Sediment control BMPs shall be implemented and maintained to minimize the transport of soil from the construction site.
4. Grading shall be phased to limit the amount of disturbed areas exposed to the extent feasible.
5. Areas that are cleared and graded shall be limited to only the portion of the site that is necessary for construction. The construction site shall be managed to minimize the exposure time of disturbed soil areas through phasing and scheduling of grading and the use of temporary and permanent soil stabilization.
6. Once disturbed, slopes (temporary or permanent) shall be stabilized if they will not be worked within 21 days. During the storm season, all slopes shall be stabilized prior to a predicted storm event. Construction sites shall be re-vegetated as early as feasible after soil disturbance.
7. Stockpiles of soil shall be properly contained to eliminate or reduce sediment transport from the site to streets, drainage facilities or adjacent properties via runoff, vehicle tracking, or wind.
8. Construction sites shall be maintained in such a condition that a storm does not carry wastes or pollutants off the site. Discharges other than stormwater (non-stormwater discharges) are prohibited, except as authorized by an individual NPDES permit, the statewide General Permit-Construction Activity. Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, solvents, detergents, glues, lime, pesticides, herbicides, fertilizers, wood preservatives, and asbestos fibers, paint flakes or stucco fragments; fuels, oils lubricants, and hydraulic, radiator or battery fluids; concrete and related cutting or curing residues; floatable wastes; wastes from engine/equipment steam cleaning or chemical degreasing; wastes from street cleaning; and super-chlorinated potable water from line flushing and testing. During construction, disposal of such materials should occur in a specified and controlled temporary area on-site physically separated from potential stormwater runoff, with ultimate disposal in accordance with local, state and federal requirements.
9. Runoff from equipment and vehicle washing shall be contained at construction site and must not be discharged to receiving waters or the local storm drain system.
10. Appropriate BMPs for construction-related materials, wastes, spills or residues shall be implemented to eliminate or reduce transport from the site to streets, drainage facilities, or adjoining properties by wind or runoff.
11. All construction contractors and subcontractor personnel are to be made aware of the required BMPs and good housekeeping measures for the project site and any associated construction staging areas.
12. Discharging contaminated groundwater produced by dewatering groundwater that has infiltrated into the construction site is prohibited. Discharging of contaminated soils via surface erosion is also prohibited. Discharging non-contaminated groundwater produced by dewatering activities may require a National Pollutant Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board.
13. BMPs shall be maintained at all times. In addition, BMPs shall be inspected prior to predicted storm events and following storm events.
14. At the end of each day of construction activity, all construction debris and waste materials shall be collected and properly disposed of in trash or recycle bins.



When recorded please mail to:  
Mail Stop# 5144

DOC # 2007-0528077  
08/16/2007

Conformed Copy

Has not been compared with original

Larry W Ward  
County of Riverside  
Assessor, County Clerk & Recorder

## NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of )

Case No.: CV07-5494

MARK S. HOEING

**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 15) described as GRADING WITHOUT APPROVAL from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 1 PARCEL SOUTH OF GRAND AVENUE, LAKE ELSINORE, CA and more particularly described as Assessment Parcel No. 382-400-006 and having a legal description of 22.75 ACRES M/L IN POR NW 1/4 OF SEC 29 T6S R4W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS with the requirements of Ordinance No. 457, (RCC Title 15).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. 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, 117 S. Langstaff Street, Lake Elsinore, CA 92530, Attention Code Enforcement Officer Brett Farlow (951) 245-3186.

**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.

**NOTICE OF FURTHER GIVEN** that pursuant to Riverside County Ordinance 457.96 Section 11, 3306.03 the Department of Building and Safety may place a five year hold on the issuance of related building permits and land use approvals for this property. Any property owner aggrieved by this decision has the right to appeal to the County of Riverside Board of Supervisors.

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

By: [Signature]  
Mark Slocum  
Code Enforcement Department

### ACKNOWLEDGMENT

State of California)  
County of Riverside)

On 8/9/07 before me, Cynthia Black, Notary Public, personally appeared Mark Slocum, 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.



**COPY**

EXHIBIT NO. F

PAMELA J. WALLS  
County Counsel

Principal Deputy  
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 955-6363



September 9, 2009

## 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.: CV07-5494  
APN: 382-400-006  
Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as **1 Parcel South of 18813 Grand Avenue, Lake Elsinore, Riverside County, California**, and more particularly described as Assessor's Parcel Number 382-400-006.

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 demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING will be held on **Tuesday, November 17, 2009, 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 Britt Starkweather at (951) 245-3186 or the undersigned prior to the hearing. Please meet the undersigned and Ken King, Senior 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

**PROOF OF SERVICE**

Case Nos. CV07-5494

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, 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 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on September 9, 2009 I served the following document(s):

**NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS  
AND ABATE PUBLIC NUISANCE**

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

**Owners or Interested Parties  
(see attached notice list)**

XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** 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 on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

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

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON September 9, 2009 at Riverside, California.


  
YADIRA OSEGUERA

EXHIBIT NO. 62

# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

**LAWS LUNCH & DINNER, INC.**  
9640 INDIANA AVE.  
RIVERSIDE, CA 92503

**LAWS LUNCH & DINNER, INC.**  
18815 GRAND AVE.  
LAKE ELSINORE, CA 92530

**MICHAEL RAWLS**  
9640 INDIANA AVE.  
RIVERSIDE, CA 92503

**WILLIAM BOHACEK**  
7289 BOICE LN.  
RIVERSIDE, CA 92506

**LAW OFFICES OF FRED J. KNEZ**  
P. O. BOX 70090  
RIVERSIDE, CA 92513

**JOSEPH E. BONADIMAN & ASSOC.**  
234 N. ARROWHEAD AVE.  
SAN BERNARDINO, CA 92408  
ATTN: EDWARD J. BONADIMAN

**MARK S. HOENIG**  
**MARY ANN HOENIG**  
28510 RED GUM DR.  
LAKE ELSINORE, CA 92530

**MARK S. HOENIG**  
**MARY ANN HOENIG**  
29510 RED GUM DR.  
LAKE ELSINORE, CA 92532

**VIRGINIA C. LAWRENCE, TRUSTEE**  
33171 STONEMAN  
LAKE ELSINORE, CA 92532

**SBS TRUST DEED NETWORK**  
P. O. BOX 2709  
7411 LARGE CIRCLE  
HUNTINGTON BEACH, CA 92647

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Joseph E. Bonadiman &amp; Assoc. 234 N. Arrowhead Ave. San Bernardino, Ca. 92408 Attn: Edward J. Bonadiman CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee <input type="checkbox"/></p> <p>C. Date of Delivery <i>8/10/09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7008 3230 0001 1373 3018</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>4. Restricted Delivery? (Extra Fee)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>	



# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

ESCROW CHALET, INC.  
AS TRUSTEE  
350-A RAILROAD CANYON RD.  
LAKE ELSINORE, CA 92532

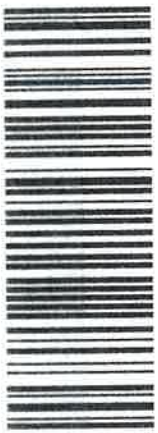
SAN DIEGO WHOLESALE CREDIT ASSOC.  
2044 FIRST AVE., SUITE 300  
SAN DIEGO, CA 92101

E:\DOCS\6000\CV075494\A49982.DOC

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <b>X</b> <i>Patricia J. J...</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
		B. Received by (Printed Name) <i>Patricia J. J...</i>	C. Date of Delivery <i>9-10-09</i>
1. Article Addressed to: Escrow Chalet, Inc As Trustee 350-A Railroad Canyon Rd. Lake Elsinore, Ca. 92532 CV07-5494 ABT (12) LAWS		D. Is delivery address different from item 1? If YES, enter delivery address below:	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Article Number (Transfer from service label) 7008 3230 0001 1373 2967		102595-02-W-1540	
PS Form 3811, February 2004		Domestic Return Receipt	

EXHIBIT NO. *04*

COUNTY COUNSEL  
3535 TENTH ST. SUITE 300  
RIVERSIDE CA. 92501



7008 3230 0001 1373 3056

*Not here*  
SBS-Trust Deed Network  
P. O. Box 2709  
7411 Large Circle  
Huntington Beach, Ca. 92647



COUNTY COUNSEL  
3535 TENTH ST. SUITE 300  
RIVERSIDE CA. 92501



7008 3230 0001 1373 3063



Laws Lunch & Dinner Inc  
9640 Indiana Ave.  
Lake Elsinore, Ca. 92530

NIXIE 923 SE 1 05 09/12/09  
NOT DELIVERABLE AS ADDRESSED  
RETURN TO SENDER  
UNABLE TO FORWARD  
BC: 92501367499 \*0704-03367-09-38



# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Laws Lunch &amp; Dinner Inc 18815 Grand Ave Lake Elsinore, Ca. 92530 CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number <i>7008 3230 0001 1373 2974</i> (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>William Bohacek 7289 Boice Ln. Riverside, Ca. 92506 CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number <i>7008 3230 0001 1373 2998</i> (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Michael Rawls 9640 Indian Ave. Riverside, Ca. 92503 CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>7/10-07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number <i>7008 3230 0001 1373 2981</i> (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

EXHIBIT NO. *66*



# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Mark S. Hoenig Mary Ann Hoenig 29510 Red Gum Dr. Lake Elsinore, Ca. 92532 CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Mark S. Hoenig</i> C. Date of Delivery <i>9-11-09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number <i>7008 3230 0001 1373 3032</i> (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Mark S. Hoenig Mary Ann Hoenig 28510 Red Gum Dr. Lake Elsinore, Ca. 92530 CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Mark S. Hoenig</i> C. Date of Delivery <i>9-11-09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number <i>7008 3230 0001 1373 3025</i> (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>San Diego Wholesale Credit Assoc 2044 First Ave. Suite 300 San Diego, Ca. 92101 CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Helen McBrath</i> C. Date of Delivery <i>9-10</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number <i>7008 3230 0001 1373 2738</i> (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

EXHIBIT NO. 6

# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Virginia C. Lawrence, Trustee 33171 Stoneman Lake Elsinore, Ca. 92532 CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <i>Virginia C. Lawrence</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Virginia C. Lawrence</i> C. Date of Delivery <i>9-11</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7008 3230 0001 1373 3049</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>Law Offices of Fred J. Knez P. O. Box 70090 Riverside, Ca. 92513 CV07-5494 ABT (12) LAWS</p>		<p>A. Signature <i>Fred J. Knez</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Fred J. Knez</i> C. Date of Delivery <i>9-11-09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7008 3230 0001 1373 3001</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>			



John Boyd  
DIRECTOR

Code Enforcement Department  
**County Of Riverside**  
Lake Elsinore District Office  
117 S. Langstaff Street  
Lake Elsinore, California 92530  
(951) 245-3186 – Fax (951) 245-3205

## AFFIDAVIT OF POSTING OF NOTICES

**Case No.: CV07-5494**

**I, Brett Farlow , hereby declare:**

1. I am employed by the Riverside County Code Enforcement Department; that my business address is:

County of Riverside  
Code Enforcement Department  
117 South Langstaff Street  
Lake Elsinore, Ca, 92530

2. That on 09/10/09 at **1500 Hours.**, I securely and conspicuously posted a **Notice To Correct County Ordinance Violations and Abate Public Nuisance** at the property described as:

**Property Address: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore**

**Assessor's Parcel Number: 382-400-006**

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

Executed on 09/11/09 at Lake Elsinore, California.

**CODE ENFORCEMENT DEPARTMENT**

By:   
**Brett Farlow , Code Enforcement Officer**



PAMELA J. WALLS  
County Counsel

Principal Deputy  
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 955-6363



November 5, 2009

RESCHEDULED  
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS  
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties  
(See Attached Notice List)

Case No.: CV07-5494  
APN: 382-400-006  
Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as **1 Parcel South of 18813 Grand Avenue, Lake Elsinore, Riverside County, California**, and more particularly described as Assessor's Parcel Number 382-400-006.

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 demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING that was scheduled on Tuesday, November 17, 2009, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California **has been rescheduled to Tuesday, December 8, 2009 at 9:30 a.m.** 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 this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith 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 the Supervising Code Enforcement Officer Britt Starkweather at (951) 245-3186 or the undersigned prior to the hearing. Please meet the undersigned or 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. 610



**PROOF OF SERVICE**

Case Nos. CV07-5494

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, 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 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on November 5, 2009 I served the following document(s):

**RESCHEDULED  
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS  
AND ABATE PUBLIC NUISANCE**

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

**Owners or Interested Parties  
(see attached notice list)**

XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** 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 on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

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

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON November 5, 2009 at Riverside, California.

  
YADIRA OSEGUERA

EXHIBIT NO. 64

## **NOTICE LIST**

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

**LAWS LUNCH & DINNER, INC.**  
**9640 INDIANA AVE.**  
**RIVERSIDE, CA 92503**

**LAWS LUNCH & DINNER, INC.**  
**18815 GRAND AVE.**  
**LAKE ELSINORE, CA 92530**

**MICHAEL RAWLS**  
**9640 INDIANA AVE.**  
**RIVERSIDE, CA 92503**

**WILLIAM BOHACEK**  
**7289 BOICE LN.**  
**RIVERSIDE, CA 92506**

**LAW OFFICES OF FRED J. KNEZ**  
**P. O. BOX 70090**  
**RIVERSIDE, CA 92513**

**JOSEPH E. BONADIMAN & ASSOC.**  
**234 N. ARROWHEAD AVE.**  
**SAN BERNARDINO, CA 92408**  
**ATTN: EDWARD J. BONADIMAN**

**MARK S. HOENIG**  
**MARY ANN HOENIG**  
**28510 RED GUM DR.**  
**LAKE ELSINORE, CA 92530**

**MARK S. HOENIG**  
**MARY ANN HOENIG**  
**29510 RED GUM DR.**  
**LAKE ELSINORE, CA 92532**

**VIRGINIA C. LAWRENCE, TRUSTEE**  
**33171 STONEMAN**  
**LAKE ELSINORE, CA 92532**

**SBS TRUST DEED NETWORK**  
**P. O. BOX 2709**  
**7411 LARGE CIRCLE**  
**HUNTINGTON BEACH, CA 92647**

# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

**ESCROW CHALET, INC.**  
**AS TRUSTEE**  
**350-A RAILROAD CANYON RD.**  
**LAKE ELSINORE, CA 92532**

**SAN DIEGO WHOLESALE CREDIT ASSOC.**  
**2044 FIRST AVE., SUITE 300**  
**SAN DIEGO, CA 92101**

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 <input type="checkbox"/> Agent <i>W Bohacek</i> <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee <i>W Bohacek</i> <input type="checkbox"/> Agent</p> <p>C. Date of Delivery <i>11-6-08</i></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>	
1. Article Addressed to:  WILLIAM BOHACEK 7289 BOICE LN RIVERSIDE, CA. 92506 CV07-5494 *ABT* (10) LAWS		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.	
2. Article Number (Transfer from service label)  7009 1680 0000 9032 1297		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT NO.

G23

# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

## 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:

LAW'S LUNCH & DINNER INC  
18815 GRAND AVE.  
LAKE ELSINORE, CA. 92530  
CV07-5494 \*ABT\* (10) LAWS

2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## 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:

SAN DIEGO WHOLESALE CREDIT ASSOC  
2044 FIRST AVE. SUITE 300  
SAN DIEGO, CA. 92101  
CV07-5494 \*ABT\* 12 LAWS

2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*[Signature]*

☐ 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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*[Signature]*

☐ 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

## 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:

ESCROW CHALET INC  
AS TRUSTEE  
350 A- RAILROAD CANYON RD  
LAKE ELSINORE, CA. 92532  
CV07-5494 \*ABT\* 12 LAWS

2. Article Number  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*[Signature]*

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*[Signature]*

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

7009 1680 0000 9032 0481

EXHIBIT NO.

64



# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>MARK S. HOEING MARY ANN HOEING 28510 RED GUM DR. LAKE ELSINORE, CA. 92532 CV07-5494 *ABT* (10) LAWS</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>Mary Hoening</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery</p> <p>Mary Hoening 11-7-09</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7009 1680 0000 9032 1327</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Article Addressed to:</p> <p>MARK S. HOEING MARY ANN HOEING 29510 RED GUM DR. LAKE ELSINORE, CA. 92532 CV07-5494 *ABT* (10) LAWS</p>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>Mary Hoening</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery</p> <p>Mary Hoening 11-7-09</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<p>2. Article Number (Transfer from service label)</p> <p>7009 1680 0000 9032 1334</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt</p>	<p>PS Form 3811, February 2004 Domestic Return Receipt</p>

EXHIBIT NO.

615



# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 JOSEPH E. BONADIMAN & ASSOC  
 234 N. ARROWHEAD AVE  
 SAN BERNARDINO, CA. 92408  
 ATTN: EDWARD J. BONADIMAN  
 CV07-5494 \*ABT\* (10) LAWS

2. Article Number  
 (Transfer from service label)  
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Rachelle Bone* ☐ Agent ☐ Addressee

B. Received by (Printed Name) *Rachelle Bone* 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 ☐ No

7009 1680 0000 9032 1303

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 LAWS OFFICES OF FRED J. KNEZ  
 P O BOX 70090  
 RIVERSIDE, CA. 92513  
 CV07-5494 \*ABT\* (10) LAWS

2. Article Number  
 (Transfer from service label)  
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *Michael Knez* ☐ Agent ☐ Addressee

B. Received by (Printed Name) *Michael Knez* C. Date of Delivery *11-10-09*

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 ☐ No

7009 1680 0000 9032 1303

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	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	5.54
<b>Total Postage &amp; Fees</b>	<b>\$ 8.98</b>

Sent to: MICHAEL RAWLS  
 9640 INDIANA AVE.  
 RIVERSIDE, CA. 92503  
 CV07-5494 \*ABT\* (10) LAWS

PS Form 3800, August 2006 See Reverse for Instructions

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	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	5.54
<b>Total Postage &amp; Fees</b>	<b>\$ 8.98</b>

Sent to: LAWS LUNCH & DINNER INC  
 9640 INDIANA AVE.  
 RIVERSIDE, CA 92503  
 CV07-5494 \*ABT\* (10) LAWS

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO. *616*

# NOTICE LIST

Subject Property: 1 Parcel South of 18813 Grand Avenue, Lake Elsinore  
Case No.: CV 07-5494; APN: 382-400-006; District 1

OFFICE OF COUNTY COUNSEL  
3960 ORANGE STREET, 5<sup>TH</sup> FLOOR  
RIVERSIDE, CA. 92501

CERTIFIED MAIL<sup>®</sup>



7009 1680 0000 9032 1358



\$ 005.54<sup>0</sup>

02 1P  
0003958246 NOV 05 2009  
MAILED FROM ZIP CODE 92501

SBS TRUST DEED NETWORK  
P O BOX 2709  
7411 LARGE CIRCLE  
HUNTINGTON BEACH, CA. 92647

*Refused*

NIXIE 917 1E 1 06 11/09/09

RETURN TO SENDER  
UNABLE TO FORWARD

BC: 92501364405 \*2577-03972-05-39

9250103644





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

November 13, 2009

RE CASE NO: CV075494

I, Patricia (Tricia) Silva, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 117 S. Langstaff Street, Lake Elsinore, California 92530.

That on 11/13/09 at 1:00 P.M., I securely and conspicuously posted Rescheduled Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:


**Property Address:** 1 Parcel South of 18815 Grand Avenue, Lake Elsinore

**Assessor's Parcel Number:** 382-400-006

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

Executed on November 13, 2009 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Patricia (Tricia) Silva, Code Enforcement Technician

**BOARD OF SUPERVISORS  
PUBLIC HEARING**

**12/15/2009  
(Continued of 11/10/09)**

**AGENDA ITEM NO. 9.7**

**Supplemental Documents**

**Abatement of Public Nuisance  
62550 16<sup>th</sup> Avenue, North Palm Springs  
Case No. CV08-06509, CV08-06510, CV09-02137, & CV09-02138**

**DISTRICT 5**

PAMELA J. WALLS  
County Counsel

Principal Deputy  
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 955-6363



November 4, 2009

RESCHEDULED  
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS  
AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties  
(See Attached Proof of Service  
and Notice List)

Case Nos.: CV08-06509, CV08-06510, CV09-02137, & CV09-02138  
APN: 668-140-033  
Property: 62550 16<sup>th</sup> Avenue, North Palm Springs

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15), 348, 541, 457 (RCC Title 17, 8, 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits, Excessive Outside Storage, Accumulation of Rubbish and Substandard Structure located on the SUBJECT PROPERTY described as **62550 16<sup>th</sup> Ave. North Palm Springs, Riverside County, California**, and more particularly described as Assessor's Parcel Number 668-140-033.

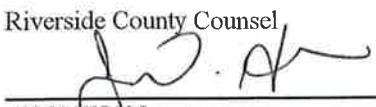
YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the grading without permits, Excessive Outside Storage, Accumulation of Rubbish and Substandard Structure from the real property.

SAID HEARING that was scheduled on Tuesday, November 10, 2009, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California **has been rescheduled to Tuesday, December 15, 2009, at 9:30 a.m.** 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 this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith 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 the Supervising Code Enforcement Officer Mary Overholt at (951) 485-5840 or the undersigned prior to the hearing. Please meet the undersigned or 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

  
JONATHAN D. HOLUB  
Deputy County Counsel



1 **PROOF OF SERVICE**

2 Case Nos. CV08-06509, CV08-06510, CV09-02137 & CV09-02138

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 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

6 That on November 4, 2009 I served the following document(s):

7 **RESCHEDULED 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**  
**(See Attached Proof of Service and Notice List)**

11 XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar"  
12 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  
13 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  
of the addressee(s).

15 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the**  
16 **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**  
whose direction the service was made.

18 EXECUTED ON November 4, 2009 at Riverside, California.

19   
20 BRENDA PEELER  
21  
22  
23  
24  
25  
26  
27  
28

# NOTICE LIST

Subject Property: 62550 16<sup>th</sup> Avenue, North Palm Springs

Case Nos.: CV 08-06509, CV 08-06510, CV 09-02137 & CV 09-02138; APN: 668-140-033; District 3

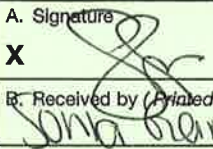
**SEAN P. FOSTER**  
**AARON WOLF**  
**62550 16<sup>TH</sup> AVENUE**  
**N. PALM SPRINGS, CA 92258**

**SEAN P. FOSTER**  
**AARON WOLF**  
**P. O. BOX 580959**  
**N. PALM SPRINGS, CA 92258**

**SPECIAL PROCEDURES SECTION**  
**P. O. BOX 2952**  
**SACRAMENTO, CA 95812**

**JOHN REPLOGLE, DIRECTOR**  
**DEPARTMENT OF CHILD SUPPORT SERVICES**  
**47-950 ARABIA STREET**  
**INDIO, CA 92201-6828**

**AARON M. WOLF**  
**43701 CARMEL CIRCLE**  
**PALM DESERT, CA 92260-2556**

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> </p> <p>B. Received by (Printed Name) <b>John Replogle</b></p> <p>C. Date of Delivery <b>11-5-07</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>1. Article Addressed to:</p> <p><b>JOHN REPLOGLE, DIRECTOR</b> <b>DEPARTMENT OF CHILD SUPPORT SERVICES</b> <b>47-950 ARABIA STREET</b> <b>INDIO, CA 92201-6828</b></p>		<p>3. Service Type</p> <p><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><b>W08-06509 (Foster) 5 ART</b></p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

102595-02-M-1540

Office of County Counsel  
3960 Orange Street, 5th Floor  
Riverside, CA 92501

CERTIFIED MAIL™



7009 1680 0000 9024 5449



*K*

AARON M. WOLF  
43701 CARMEL CIRCLE  
PALM DESERT, CA 92260-2556

NIXIE 923 5C 1 06 11/14/09

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 92501354405 \*1977-04015-05-43



# NOTICE LIST

Subject Property: 62550 16<sup>th</sup> Avenue, North Palm Springs

Case Nos.: CV 08-06509, CV 08-06510, CV 09-02137 & CV 09-02138; APN: 668-140-033; District 3

## 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:

**SPECIAL PROCEDURES SECTION**  
P. O. BOX 2952  
SACRAMENTO, CA 95812

CV 08-06509 (Foster) 5 ABT

2. Article Number  
(Transfer from service label)

7009 1680 0000 9024 5432

PS Form 3811, February 2004

Domestic Return Receipt

962595-02-M-1549

## COMPLETE THIS SECTION ON DELIVERY

A. Signature <b>x</b> <i>Ramon Brito</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) <i>Ramon Brito</i>	C. Date of Delivery
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	



Office of County Counsel  
3960 Orange Street, 5th Floor  
Riverside, CA 92501

CERTIFIED MAIL™



7009 1680 0000 9024 6767

SEAN P. FOSTER  
AARON WOLF  
P. O. BOX 5809  
N. PALM SPRING

NIXIE

929 SE 1

06 11/22/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 92501364405

\*0704-08236-04-44

CERTIFIED MAIL™



7009 1680 0000 9024 6750

Office of County Counsel  
3960 Orange Street, 5th Floor  
Riverside, CA 92501

## NOTICE LIST

Subject Property: 62550 16<sup>th</sup> Avenue, North Palm Springs

Case Nos.: CV 08-06509, CV 08-06510, CV 09-02137 & CV 09-02138; APN: 668-140-033; District 3



11-5-09  
11-10-09



11-5-09  
11-10-09

SEAN P. FOSTER  
AARON WOLF  
62550 16<sup>TH</sup> AVENUE  
N. PALM SPRING

NIXIE

929 SE 1

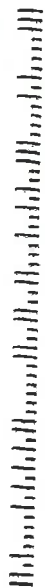
06 11/22/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 92501364405

\*1977-01159-22-35

925013644





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

November 10, 2009

RE CASE NO: CV0806509 ,CV0806510, CV0902137, CV0902138

I, ANTHONY GREEN, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501 .

That on 11/10/2009 at 9:01 A.M., I securely and conspicuously posted RESCEDULED NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE at the property described as:

**Property Address:** 62550 16TH AVE, N PALM SPG

**Assessor's Parcel Number:** 668-140-033

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

Executed on November 10, 2009 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: ANTHONY GREEN. Code Enforcement Officer



MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9.7

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Grading without permit] Case No. CV 07-5494, located 1 parcel South of 1881 Grand Avenue, Lake Elsinore, 1<sup>st</sup> District, the Chairman called the matter for hearing.

Julie Jarvi, Deputy County Counsel asked the item be continued.

Ed Bonadiman spoke on behalf of the property owner.

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is continued to Tuesday, February 9, 2010 at 9:30 a.m.

Roll Call:

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on December 8, 2009 of Supervisors  
Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors  
Dated: December 8, 2009  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

By: 

Deputy

AGENDA NO.  
9.7

xc: Co. Co., CED, Prop. Owner, COB

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Virginia Lawrence

**Address:** 33171 Stoneman  
(only if follow-up mail response requested)

**City:** Chico CA **Zip:** 92530

**Phone #:** 951 678-7528

**Date:** 12-8-09 **Agenda #** 9.7

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

☐ **Support**      ☐ **Oppose**      ☒ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

☐ **Support**      ☐ **Oppose**      ☐ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

12-8-09      9.7

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium)  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** FRED KNEZ

**Address:** 18493 MYSTER LN  
(only if follow-up mail response requested)

**City:** RIVERSIDE **Zip:** 92504

**Phone #:** 789-1837

**Date:** 2-9-10 **Agenda #** 9.1

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

Support ☒ Oppose ☐ Neutral ☐

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

Support ☐ Oppose ☐ Neutral ☐

**I give my 3 minutes to:** \_\_\_\_\_

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** EDUARDO BERNARDINO

**Address:** 234 N. ARROWHEAD AVE.  
(only if follow-up mail response requested)

**City:** SAN BERNARDINO **Zip:** 92408

**Phone #:** (909) 885-3806

**Date:** 2-9-10 **Agenda #** 9.1

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

Support ☐ Oppose ☐ X Neutral ☐

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

Support ☐ Oppose ☐ Neutral ☐

**I give my 3 minutes to:** \_\_\_\_\_