

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

222B



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

**SUBMITTAL DATE:**  
March 4, 2010

**SUBJECT:** Abatement of Public Nuisance [Accumulation of Rubbish];  
Case No.: CV 08-06046 (The Pickford Place, L.P.)  
Subject Property: 1 Parcel South of 18850 Paintbrush Trail, Desert Hot Springs  
APN: 657-300-009  
District Five

**RECOMMENDED MOTION:** Move that:

- (1) The accumulation of rubbish on the real property located at 1 Parcel South of 18850 Paintbrush Trail, Desert Hot Springs, Riverside County, California, APN: 657-300-009, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
- (2) Owner The Pickford Place, L.P., or whoever has possession and control of the subject real property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

*[Signature]*  
\_\_\_\_\_  
JULIE A. JARVI, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

(Continued)

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

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

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

APPROVE

BY: *[Signature]*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit 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: March 16, 2010  
xc: Co.Co., CED, Prop. Owner

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

9.6

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

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

Abatement of Public Nuisance

Case No. CV 08-06046; PICKFORD PLACE

1 Parcel South of 18850 Paintbrush Trail, Desert Hot Springs

Page 2

- (3) 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 Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, shall abate the accumulation of rubbish by removing and disposing of the same from the real property.
- (4) The reasonable cost of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
- (5) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

**JUSTIFICATION:**

1. An initial inspection was made of the subject real property by the Code Enforcement Officers on June 19, 2009. The inspection revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The rubbish consisted of, but was not limited to: spent building materials, downed trees, green waste, tires, furniture, automotive parts, asphalt, solid waste, metal piping, a riser valve, household items and other miscellaneous items and debris.
2. A subsequent inspection of the above-described real property on November 20, 2009 and February 11, 2010 revealed the property continues to be in violation of Riverside County Ordinance No. 541
3. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of accumulated rubbish

1 **BOARD OF SUPERVISORS**  
2 **COUNTY OF RIVERSIDE**

3 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 08-06046  
4 [ACCUMULATION OF RUBBISH] APN: 657- )  
5 300-009, 1 PARCEL SOUTH OF 18850 ) DECLARATION OF CODE  
6 PAINTBRUSH TRAIL, DESERT HOT SPRINGS, ) ENFORCEMENT TECHNICIAN  
7 COUNTY OF RIVERSIDE, STATE OF ) DAVE JURDEN  
8 CALIFORNIA; THE PICKFORD PLACE, L.P., )  
9 OWNER. ) [R.C.O. No. 541 (RCC Title 8.120)]  
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8 I, David Jurden, declare that the facts set forth below are personally known to me except to the  
9 extent that certain information is based on information and belief which I believe to be true, and if called  
10 as a witness, I could and would competently testify thereto under oath:

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

14 2. On June 19, 2009, Code Enforcement Officer Mc Mullen and I conducted an initial  
15 inspection of the real property described as 1 Parcel South of 18850 Paintbrush Trail, Desert Hot Springs,  
16 Riverside County, California and further described as Assessor's Parcel Number 657-300-009 (hereinafter  
17 referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the  
18 location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by reference.

19 3. A review of County records and documents disclosed that THE PROPERTY was owned  
20 by The Pickford Place, L.P. (hereinafter referred to as the "OWNER"). Certified copies of the County  
21 Equalized Assessment Roll for the year 2009-2010 and County Geographic Information System ("GIS")  
22 report is attached hereto as Exhibit "B" and incorporated herein by reference.

23 4. Based on the Lot Book Report from RZ Title Service on July 16, 2009 and updated on  
24 December 10, 2009, it is determined that an additional party may potentially hold a legal interest in THE  
25 PROPERTY, to wit: RSR Farm, LLC (hereinafter referred to as "INTERESTED PARTY"). True and  
26 correct copies of the Lot Book Reports are attached hereto as Exhibit "C" and incorporated herein by  
27 reference.

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1           5.       On June 19, 2009, Code Enforcement Officer Mc Mullen and I conducted an initial  
2 inspection of THE PROPERTY pursuant to an Inspection Warrant. THE PROPERTY was gated and  
3 locked. We entered onto THE PROPERTY by using bolt cutters to cut the lock securing the gate. I  
4 observed accumulation of rubbish throughout THE PROPERTY consisting of but not limited to: spent  
5 building materials, downed trees, green waste, tires, furniture, automotive parts, asphalt, solid waste,  
6 metal piping, a riser vale, household items and other miscellaneous items and debris. Using a measuring  
7 wheel, I measured the areas of rubbish and determined that the amount of accumulated rubbish on THE  
8 PROPERTY totaled twenty seven thousand one hundred thirty-nine (27,139) square feet. I posted a  
9 Notice of Violation on THE PROPERTY and secured the gate with zip ties.

10           6.       As a result of the accumulation of rubbish, THE PROPERTY constituted a public nuisance in  
11 violation of the provisions set forth in Riverside County Ordinance No. 541, as codified in Riverside  
12 County Code Title 8.120.

13           7.       A site plan and photographs of THE PROPERTY are attached hereto and incorporated  
14 herein by reference as Exhibit "D."

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

17           9.       On September 24, 2009, a Notice of Violation was mailed to OWNER and INTERESTED  
18 PARTY by certified mail, return receipt requested.

19           10.      On November 20, 2009, I conducted a follow-up inspection of THE PROPERTY. From  
20 the road right of way, I observed the parcel was unchanged and remained in violation of Riverside County  
21 Ordinance No. 541.

22           11.      Based upon my experience, knowledge and visual observations, it is my determination that  
23 the conditions on THE PROPERTY are dangerous to the neighboring property owners and the general  
24 public.

25           12.      A Notice of Noncompliance regarding the accumulation of rubbish was recorded in the  
26 Office of the Assessor, County Clerk & Recorder, County of Riverside, State of California, on August 27,  
27 2009, as Instrument Number 2009-0449594. A true and correct copy of the notice is attached hereto and  
28 incorporated herein by reference as Exhibit "F".

1           13.     On February 10, 2010, the second notice, "Notice to Abate Public Nuisance" providing  
2 notification of the Board of Supervisors' hearing scheduled for March 16, 2010, was mailed to OWNER  
3 and INTERESTED PARTY by certified mail, return receipt requested and on February 11, 2010 was  
4 posted on THE PROPERTY. True and correct copies of the notice and supporting documentation are  
5 attached hereto as Exhibit "G" and incorporated herein by reference.

6           14.     A follow-up inspection on February 11, 2010 revealed that THE PROPERTY remains in  
7 violation.

8           15.     Removal of the accumulation of rubbish on THE PROPERTY is required to bring THE  
9 PROPERTY into compliance with Riverside County Ordinance No. 541 (RCC Chapter 8.120) and the  
10 Health and Safety Code. Under RCO No. 541, no amount of rubbish is allowed to accumulate on THE  
11 PROPERTY.

12           16.     The Board of Supervisors is requested to issue an Order to Abate the Nuisance described  
13 herein. Accordingly, the following findings and conclusions are recommended:

14                   (a)     the accumulation of rubbish on THE PROPERTY to be deemed and declared a  
15 public nuisance;

16                   (b)     the OWNER and person(s) in possession of THE PROPERTY be required to  
17 remove all accumulated rubbish within ninety (90) days of the date of the posting and mailing of the  
18 Board's Order to Abate Nuisance, in accordance with all Riverside County Ordinances, including but not  
19 limited to the provisions of County Ordinance No. 541;

20                   (c)     in the event the rubbish is not removed and disposed of according to the above  
21 referenced ninety (90) day time period in strict accordance with all Riverside County Ordinances,  
22 including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120), the rubbish shall  
23 be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the  
24 Sheriff's Department; and

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1 (d) reasonable costs of abatement, after notice and opportunity for hearing, shall be  
2 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
3 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 541  
4 (RCC Title 8.120) and 725 (RCC Title 1).

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

7 Executed this 11<sup>TH</sup> day of FEBRUARY, 2010. at Riverside, California.

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10 \_\_\_\_\_  
11 DAVE JURDEN  
12 Code Enforcement Technician  
13 Code Enforcement Department  
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Assessment Roll For the 2009-2010 Tax Year as of January 1,2009

Assessment #657300009-6		Parcel # 657300009-6	
<b>Assessee:</b>	PICKFORD PLACE	<b>Land</b>	270,800
<b>Mail Address:</b>	75178 GERALD FORD DR NO 2A	<b>Full Value</b>	270,800
<b>City, State Zip:</b>	PALM DESERT CA 92211	<b>Total Net</b>	270,800
<b>Real Property Use Code:</b>	AY		
<b>Base Year</b>	2007		
<b>Conveyance Number:</b>	0233939		
<b>Conveyance (mm/yy):</b>	3/2006		
<b>PUI:</b>	Y020000		
<b>TRA:</b>	61-027		
<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(s) 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

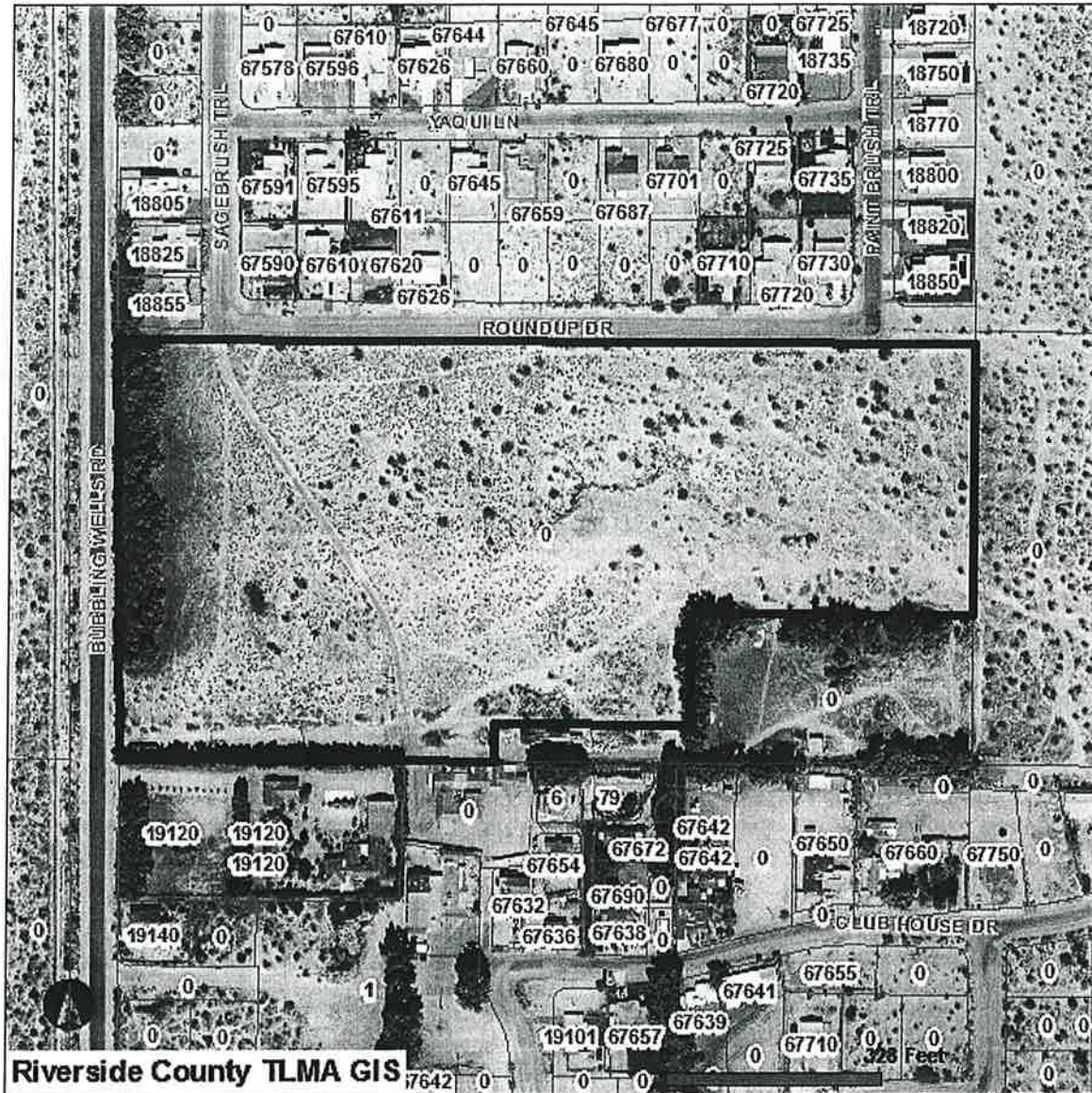
Dated: JAN 12 2010



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



RIVERSIDE COUNTY GIS



Selected parcel(s):  
657-300-009

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

STANDARD REPORT

**APNs**

657-300-009-6

**OWNER NAME / ADDRESS**

PICKFORD PLACE  
ADDRESS NOT AVAILABLE

**MAILING ADDRESS**

(SEE OWNER)  
75178 GERALD FORD DR NO 2A  
PALM DESERT CA. 92211

EXHIBIT NO. B2

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION IS NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 15.93 ACRES

**PROPERTY CHARACTERISTICS**

NO PROPERTY DESCRIPTION AVAILABLE

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 727 GRID: B4

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
CITY SPHERE: DESERT HOT SPRINGS  
ANNEXATION DATE: FEB. 22, 2007  
LAFCO CASE #: 2006-25-4&5  
NO PROPOSALS

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

**SUPERVISORIAL DISTRICT (ORD. 813)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T3SR5E SEC 17

**ELEVATION RANGE**

780/796 FEET

**PREVIOUS APN**

657-300-002

**PLANNING**

**LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.  
RR

**AREA PLAN (RCIP)**

WESTERN COACHELLA VALLEY

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

W-2

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURE PRESERVE

**REDEVELOPMENT AREAS**

NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**

NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**

NOT IN AN AIRPORT COMPATIBILITY ZONE

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***ENVIRONMENTAL***

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**CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA**

NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**

NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**

NOT IN A CELL

**HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)**

NONE

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***FIRE***

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**HIGH FIRE AREA (ORD. 787)**

NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBILITY AREAS**

NOT IN A STATE RESPONSE AREA

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***DEVELOPMENT FEES***

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**CVMSHCP FEE AREA (ORD. 875)**

WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**

NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

**ROAD & BRIDGE DISTRICT**

NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**

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

In EAST

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**

NOT WITHIN THE WESTERN TUMF FEE AREA

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**

WESTERN COACHELLA VALLEY

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**

NOT WITHIN A FEE AREA

NOT IN A DEVELOPMENT AGREEMENT AREA

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## **TRANSPORTATION**

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### **CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**

IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT MAJEED FARSHED AT (760)863-8267 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

### **ROAD BOOK PAGE**

173

### **CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**

NOT IN A CETAP CORRIDOR.

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## **HYDROLOGY**

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### **FLOOD PLAIN REVIEW**

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

### **WATER DISTRICT**

CVWD

### **FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

### **WATERSHED**

WHITEWATER

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## **GEOLOGIC**

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### **FAULT ZONE**

NOT IN A FAULT ZONE

### **FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

### **LIQUEFACTION POTENTIAL**

MODERATE

### **SUBSIDENCE**

SUSCEPTIBLE

### **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.

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## **MISCELLANEOUS**

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### **SCHOOL DISTRICT**

PALM SPRINGS UNIFIED

### **COMMUNITIES**

SOUTHEAST DESERT HOT SPRINGS

**COUNTY SERVICE AREA**

IN OR PARTIALLY WITHIN  
DESERT HOT SPRINGS #115 -  
STREET LIGHTING  
ROAD MAINTAINANCE

**LIGHTING (ORD. 655)**

ZONE B, 44.05 MILES FROM MT. PALOMAR OBSERVATORY

**2000 CENSUS TRACT**

044503

**TAX RATE AREAS**

061-027

- CITRUS PEST CONTROL 2
- COACHELLA VALLEY RESOURCE CONSER
- COACHELLA VALLEY WATER DISTRICT
- COUNTY FREE LIBRARY
- COUNTY SERVICE AREA 115 \*
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CV MOSQ & VECTOR CONTROL
- CVWD IMP DIST 8
- CVWD IMP DIST 9
- DESERT COMMUNITY COLLEGE
- DESERT HOSPITAL
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 6
- GENERAL
- GENERAL PURPOSE
- PALM SPRINGS PUBLIC CEMETERY
- PALM SPRINGS UNIF B & I 1992-A
- PALM SPRINGS UNIFIED SCHOOL
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

RCLIS MAY NOT REPORT ALL OPEN CODE VIOLATIONS. CHECK OTHER RESOURCES.

REPORT PRINTED ON...Mon Nov 02 14:42:58 2009



# INVOICE

**Order Number:** 21030 **Order Date:** 12/10/2009

**Customer Information:**

Acct No. 1044

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

Attn: Brent Steele  
REF: CV08-06046/Yadira Oseguera  
IN RE: PICKFORD PLACE

Product and/or Service ordered for Property known as: <b>Vacant Land</b>	
<b>DESCRIPTION:</b> Updated Lot Book	<b>FEE:</b> \$57.00
<b>TOTAL DUE:</b>	\$57.00

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: CV08-06046/Yadira Oseguera  
 IN RE: PICKFORD PLACE

Property Address: Vacant Land

CA

Order Number: **21030**

Order Date: 12/10/2009

Dated as of: 12/16/2009

County Name: Riverside

FEE(s):  
 Report: \$57.00

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. : 657-300-009-6

Assessments:	Land Value:	\$270,800.00
	Improvement Value:	\$0.00
	Exemption Value:	\$0.00
	Total Value:	\$270,800.00

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$1,744.68
Penalty	\$174.46
Status	NOT PAID-DELINQUENT
Second Installment	\$1,744.68
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Pickford Place
Case No.	CV08-06046
Recorded	08/27/2009



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

Order Number: 21030

Reference: CV08-06046/Yadir

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Document No.

2009-0449594



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

DOC # 2009-0449594  
 08/27/2009 08:00A Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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026

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
 Pickford Place

Case No.: CV08-06046

**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. 541.5, (RCC Title 8.120.010) described as Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at One Parcel South of (18850 Paintbrush Trail), Desert Hot Springs, CA, and more particularly described as Assessor's Parcel Number 657-300-009 and having a legal description of 15.93 ACRES M/L IN POR NE 1/4 OF SEC 17 T3S R5E, Records of Riverside County, with the requirements of Ordinance No. 541.5 (RCC Title 8.120.010).

The owner has been advised to immediately correct the above-referenced violation 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, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California 92557, Attention Code Enforcement Technician David Jurden 951-485-5840.

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

COUNTY OF RIVERSIDE  
 CODE ENFORCEMENT DEPARTMENT

By Mary Overholt  
 Mary Overholt  
 Code Enforcement Department

**ACKNOWLEDGMENT**

State of California )  
 County of Riverside )

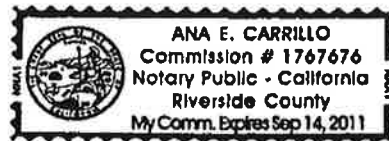
On 08/20/09 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ana E. Carrillo

Commission # 1767676 Comm. Expires Sep. 14, 2011



Public Record



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

## Lot Book Report

Order Number: **19347**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV08-06046 / David Jurden

IN RE: PLACE, PICKFORD

Order Date: 7/16/2009

Dated as of: 7/15/2009

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: Vacant Land

CA

Assessor's Parcel No. : 657-300-009-6

**Assessments:**

Land Value:	\$900,000.00
Improvement Value:	\$0.00
Exemption Value:	\$0.00
Total Value:	\$900,000.00

## Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$5,150.97
Penalty	\$515.08
Status	NOT PAID-DELINQUENT
Second Installment	\$5,150.97
Penalty	\$546.08
Status	NOT PAID-DELINQUENT
Prior Delinquencies for tax defaulted year(s)	2005-2008
Redemption Amount	\$119,792.01
If paid by	07/31/2009



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

Order Number: 19347

Reference: CV08-06046 / Dav

Redemption Amount

If paid by

## Property Vesting

The last recorded document transferring title of said property

Dated	03/31/2006
Recorded	03/31/2006
Document No.	2006-0233939
D.T.T.	\$3,300.00
Grantor	RSR Farm, LLC
Grantee	The Pickford Place L.P., California Limited Partnership

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	03/16/2006
Recorded	03/31/2006
Document No.	2006-0233940
Amount	\$2,700,000.00
Trustor	The Pickford Place L.P., California Limited Partnership
Trustee	First American Title Company, a California Corporation
Beneficiary	RSR Farm L.L.C., a Virginia limited liability company

## Additional Information

NO JUDGMENTS AND/OR LIENS FOUND.

## Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:  
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17,



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

Order Number: 19347

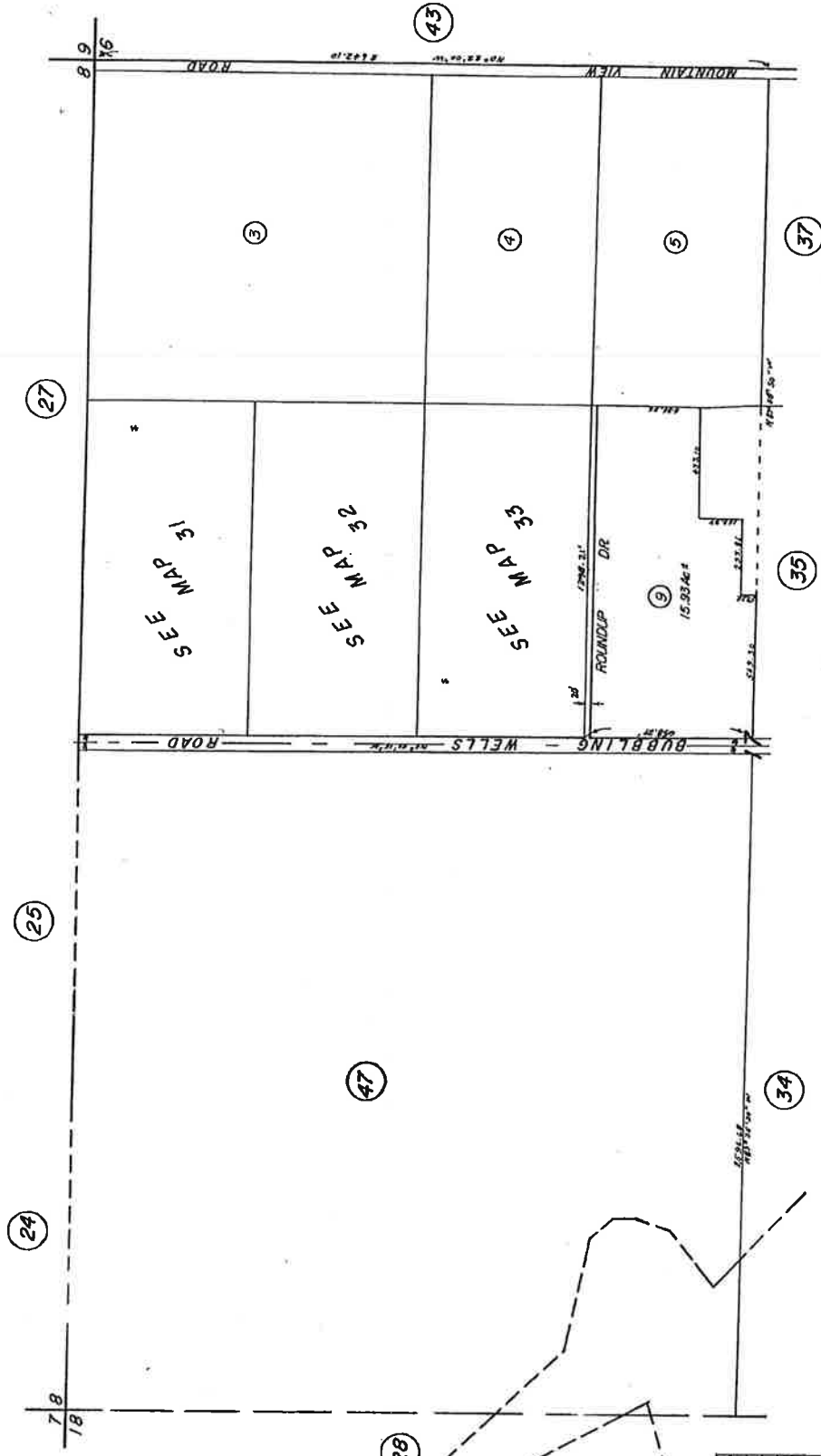
Reference: CV08-06046 / Dav

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TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CAUFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AS THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 89° 45' EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 40' 15" WEST, 659.00 FEET; THENCE SOUTH 89° 40' 40" EAST, 1298.24 FEET; THENCE SOUTH 00° 31' 07" EAST, 434.96 FEET; THENCE NORTH 89° 32' 07" WEST 433.10 FEET; THENCE SOUTH 06° 00' 53" WEST, 169.97 FEET; THENCE NORTH 89° 28' 07" WEST, 293.86 FEET; THENCE SOUTH 00° 24' 30" WEST, 57.32 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 89° 35' 30" WEST, 549.30 FEET TO THE TRUE POINT OF BEGINNING;

---



DATE	OLD No.	NEW No.
1-28-81	1	6-8
"	6	160-4
"	6	170-4
1-28-81	7	170-1
11/27	2	8, 37

Date: Cor'd Map 607-44, M.B. 25/80-92  
35/80-92  
36/80-81

ASSESSOR'S MAP, BK. 657, PG. 30  
RIVERSIDE COUNTY, CALIF.

APR 1968



PLEASE COMPLETE THIS INFORMATION  
**Recording Requested By**  
 First American Title Company

AND WHEN RECORDED MAIL TO:

DOC # 2006-0233939  
 03/31/2006 08:00A Fee:33.00  
 Page 1 of 3 Doc T Tax Paid  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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									MA
A	R	L				COPY	LONG	REFUND	NCR

APN: 657-300-009-6

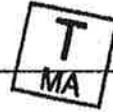
TRA: 061-027

DTT: \$3,300.-

Grant Deed

37

Title of Document



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

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

ACR 230P-AS4RE0 (Rev. 02/2003)

**RECORDING REQUESTED BY**  
First American Title Company

**AND WHEN RECORDED MAIL TO:**  
The Pickford Place L.P.  
255 North El Cielo, Suite 430  
Palm Springs, CA 92262

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**GRANT DEED**

A.P.N.: 657-300-009-6

T.R.A. No.061-027

File No.: RPS-2281378 (AR)

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$3,300.00; CITY TRANSFER TAX \$0.00;

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; ~~City of Escondido, Hot Springs,~~ and



2281378-1a

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RSR Farm, LLC**

hereby GRANTS to **The Pickford Place L.P. a California Limited Partnership**

the following described property in the ~~City of Escondido, Hot Springs,~~ County of **Riverside**, State of **California**:

**PARCEL 1:**

**THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:**

**COMMENCING AS THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION;**  
**THENCE SOUTH 89° 45' EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING;**  
**THENCE NORTH 00° 40' 15" WEST, 659.00 FEET;**  
**THENCE SOUTH 89° 40' 40" EAST, 1298.24 FEET;**  
**THENCE SOUTH 00° 31' 07" EAST, 434.96 FEET;**  
**THENCE NORTH 89° 32' 07" WEST 433.10 FEET;**  
**THENCE SOUTH 06° 00' 53" WEST, 169.97 FEET;**  
**THENCE NORTH 89° 28' 07" WEST, 293.86 FEET;**  
**THENCE SOUTH 00° 24' 30" WEST, 57.32 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;**  
**THENCE NORTH 89° 35' 30" WEST, 549.30 FEET TO THE TRUE POINT OF BEGINNING;**

**EXCEPT AN UNDIVIDED 50% OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED FROM FREE SEWING MACHINE CO., FILED FOR RECORD APRIL 18, 1952 AS INSTRUMENT NO. 16677.**

**PARCEL 2:**

**AN EASEMENT FOR WATER LINES OVER AND ACROSS THAT PORTION OF THE WEST HALF OF THE EAST HALF OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF THE PROPOSED B-BAR-H RANCH, UNIT NO. 3, WHICH BEARS NORTH 00° 31' 07" WEST, A DISTANCE OF 660.40 FEET FROM THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION;**

Mail Tax Statements To: **SAME AS ABOVE**

THENCE SOUTH 17° 12' WEST, 350.00 FEET;  
THENCE SOUTH 00° 31' 07" WEST, 100.00 FEET;  
THENCE NORTH 89° 35' 30" WEST, 60.00 FEET, MORE OR LESS, TO THE CENTER OF A 20  
FOOT WIDE PIPE LINE EASEMENT EXTENDING 10.00 FEET ON EACH SIDE OF SAID CENTER  
LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 00° 31' 07" EAST, 235.00 FEET, MORE OR LESS, TO THE NORTH LINE OF  
WELL SIDE IDENTIFIED AS NO. 7;  
(WELL SITE);

EXCEPT 50% OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN OR  
UNDER SAID LAND;

NOTE: NO INSURANCE IS MADE AS TO THE LOCATION OF THE NORTH LINE OF THE WELL  
SITE IDENTIFIED AS NO. 7.

Dated: 03/31/2006

RSR Farm, LLC, a Virginia Limited Liability  
Company

*James Roncaglione*  
By: James Roncaglione, Managing  
Member

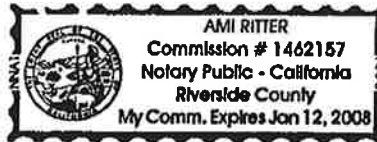
STATE OF California )SS  
COUNTY OF Riverside )

On March 31, 2006, before me, Ami Ritter  
Notary Public, personally appeared

James Roncaglione, 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  
Ami Ritter



My Commission Expires: Jan 12, 2008

This area for official notarial seal

Notary Name: Ami Ritter  
Notary Registration Number: 1462157

Notary Phone: 760-318-7170  
County of Principal Place of Business: Riverside



RECORDING REQUESTED BY  
First American Title Company

AND WHEN RECORDED MAIL TO:  
RSR Farm L.L.C.  
43490 Firestone Place  
Leesburg, VA 20176

DOC # 2006-0233940  
03/31/2006 08:00A Fee:34.00  
Page 1 of 7  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

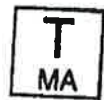


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A.P.N.: 657-300-009-6

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(LONG FORM)**

34



278/378-12

THIS DEED OF TRUST, made this **March 16, 2006**, between  
TRUSTOR: **The Pickford Place L.P.**, a California limited partnership  
whose address is **255 North El Cielo, Suite 430, Palm Springs, CA 92262**,  
TRUSTEE: **First American Title Company**, a California corporation  
and BENEFICIARY: **RSR Farm L.L.C.**, a Virginia limited liability company

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the State of California,  
County of Riverside, City of Desert Hot Springs, described as:

**PARCEL 1:**

**THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:**

**COMMENCING AS THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION;  
THENCE SOUTH 89° 45' EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 00° 40' 15" WEST, 659.00 FEET;  
THENCE SOUTH 89° 40' 40" EAST, 1298.24 FEET;  
THENCE SOUTH 00° 31' 07" EAST, 434.96 FEET;  
THENCE NORTH 89° 32' 07" WEST 433.10 FEET;  
THENCE SOUTH 06° 00' 53" WEST, 169.97 FEET;  
THENCE NORTH 89° 28' 07" WEST, 293.86 FEET;  
THENCE SOUTH 00° 24' 30" WEST, 57.32 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17;  
THENCE NORTH 89° 35' 30" WEST, 549.30 FEET TO THE TRUE POINT OF BEGINNING;**

**EXCEPT AN UNDIVIDED 50% OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED FROM FREE SEWING MACHINE CO., FILED FOR RECORD APRIL 18, 1952 AS INSTRUMENT NO. 16677.**

(Continued on Page 2)

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Page 1 of 7

**PARCEL 2:**

**AN EASEMENT FOR WATER LINES OVER AND ACROSS THAT PORTION OF THE WEST HALF OF THE EAST HALF OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF THE PROPOSED B-BAR-H RANCH, UNIT NO. 3, WHICH BEARS NORTH 00° 31' 07" WEST, A DISTANCE OF 660.40 FEET FROM THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 17° 12' WEST, 350.00 FEET; THENCE SOUTH 00° 31' 07" WEST, 100.00 FEET; THENCE NORTH 89° 35' 30" WEST, 60.00 FEET, MORE OR LESS, TO THE CENTER OF A 20 FOOT WIDE PIPE LINE EASEMENT EXTENDING 10.00 FEET ON EACH SIDE OF SAID CENTER LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 00° 31' 07" EAST, 235.00 FEET, MORE OR LESS, TO THE NORTH LINE OF WELL SIDE IDENTIFIED AS NO. 7; (WELL SITE);**

**EXCEPT 50% OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND;**

**NOTE: NO INSURANCE IS MADE AS TO THE LOCATION OF THE NORTH LINE OF THE WELL SITE IDENTIFIED AS NO. 7.**

together with 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 sum of \$2,700,000.00, with interest thereon according to the terms of a promissory note or notes of even date herewith made to 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 and (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.

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 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.

(Continued on Page 3)

1193 (1/94)

Page 2 of 7

- 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 cost, fees and expenses of this Trust

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of 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 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 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 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 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 easements thereon, or join in any extension agreement or any agreement subordinating the lien or charge 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

(Continued on Page 4)

1193 (1/94)

Page 3 of 7

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 collecting 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 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 said 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 costs of evidence of title in connection with sale, Trustee shall apply to 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) 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.

(Continued on Page 5)

1193 (1/94)

Page 4 of 7

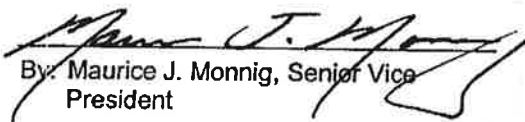
- 9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
10. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address as shown above.

Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the California Civil Code.

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

The Pickford Place L.P., a California Corporation

By: Brentwood Retirement Communities, Inc., a General Partner

  
By: Maurice J. Monnig, Senior Vice President

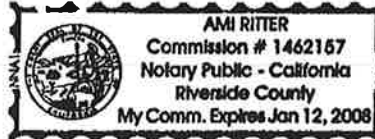
(Continued on Page 6)

1193 (1/94)  
Page 5 of 7

STATE OF CALIFORNIA }  
 } ss.  
COUNTY OF RIVERSIDE }

On March 30 2006 before me, Ami Ritter, Notary Public, personally appeared Maurice J. Monnig, 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 Ami Ritter

My Commission Expires: Jan 12, 2008

*This area for official notarial seal*

Notary Name: Ami Ritter Notary Phone: 760-318-7170  
Notary Registration Number: 1462157 County of Principal Place of Business: Riverside

(Continued on Page 7)

1193 (1/94)  
Page 6 of 7

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

To: First American Title Company, a California corporation, 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, 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.**

1193 (1/94)  
Page 7 of 7



John Boyd  
Director

Code Enforcement Department  
County Of Riverside  
Moreno Valley District Office  
24318 Hemlock Avenue, Suite C-1  
Moreno Valley, California 92557  
(951) 485-5840 – Fax (951) 485-4938

CASE #: CV08-06046  
A.P.N.: 657-300-009

PROPERTY SITUS: 1 parcel S/O 18850 Paintbrush Trail, DHS, CA  
DRAWN ON: 06/22/09 DRAWN BY: D, Jurden, CET

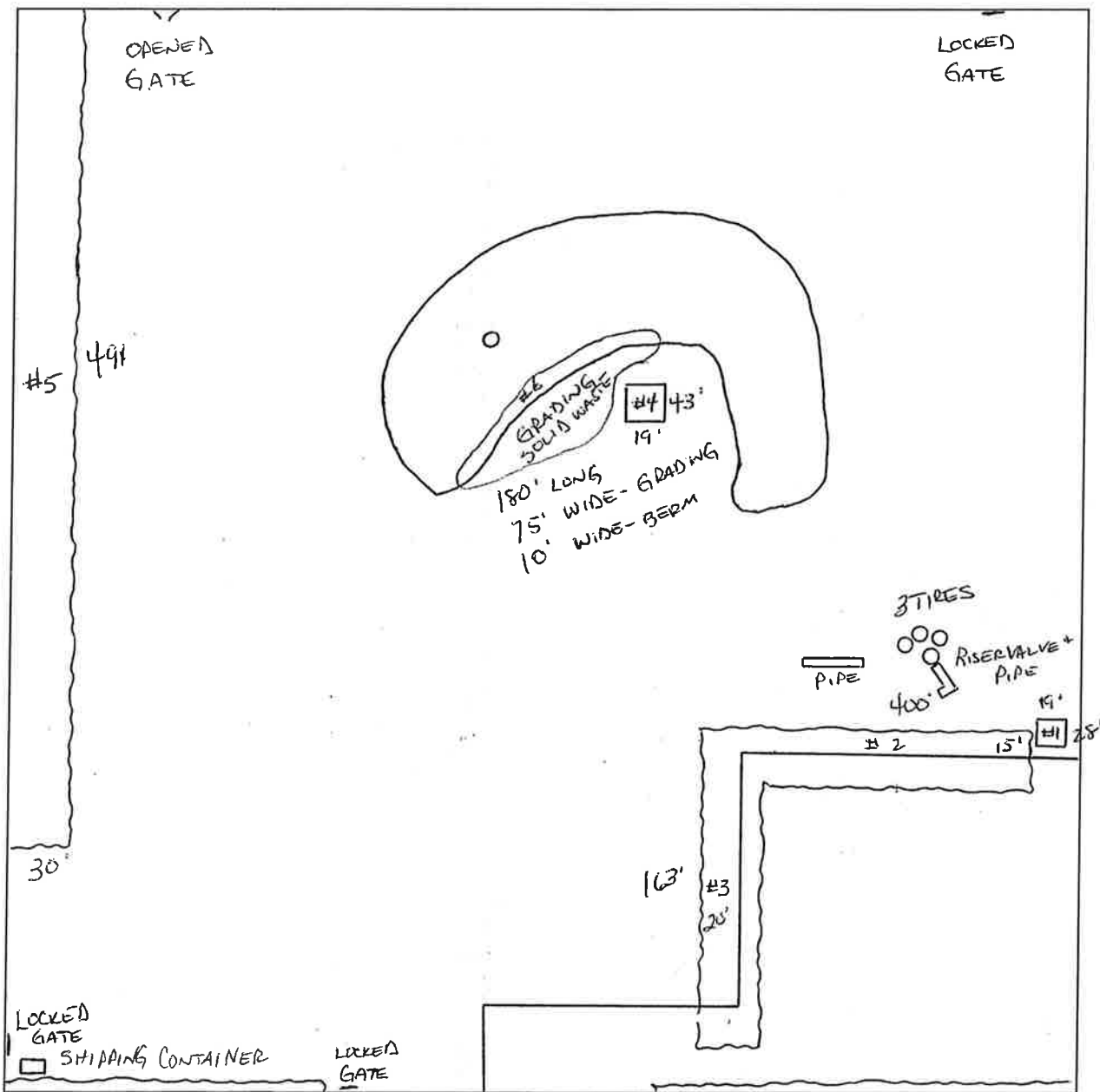
**NORTH**



PROPERTY LINE

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NOT TO SCALE

PROPERTY LINE